

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Skyline Real Estate 3/14 Frenchs Forest Road, Frenchs Forest, NSW 2086	Phone: 0416207215 Ref: Stuart Bath
co-agent		
vendor	Jung-Wen Hsu and Sherena Tu	
vendor's solicitor	E. Lo & Co Shop 47, 427-441 Victoria Avenue, Chatswood NSW 2067 PO Box 768, Chatswood NSW 2057	Phone: 0294117550 Email: eloco@bigpond.com Fax: 0294117576 Ref: EL:WY:2510267
date for completion land (address, plan details and title reference)	42nd day after the contract date 802/61 Lavendar Street, Milsons Point NSW 2061 Strata Plan: Lot 57 Strata Plan SP 102081 Folio Identifier: 57/SP102081	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Strata Choice
 PO Box 5328, Sydney NSW 2001 Phone: 1300 322 213
 info@stratachoice.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

802/67 Lavender Street, Milsons Point NSW 2061

Conditions of sale by auction

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE BETWEEN (VENDOR) AND (PURCHASER)

1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or the Purchaser at law or in equity had this clause not been included herein, should the Vendor or the Purchaser or if more than one, any one of them, prior to completion:

(a) being a natural person, die, become bankrupt or subject to the provisions of the Mental Health Act;

(b) being a company resolve to go into liquidation or have a petition for the winding up presented against it or enter into any scheme or arrangement with its creditors under the Corporations Law or should any Liquidator or Receiver or Official Manager be appointed;

the other party may rescind this Contract by notice in writing forwarded to the Solicitor named as the other party's Solicitor in this Contract and thereupon this Contract shall be at an end and the Printed Provisions Clause 19 hereof shall apply.

2. The parties hereto agree that this Contract contains all of the terms and conditions in respect of the sale of the property. The property including any improvements, fences and chattels is sold in its present state of repair and subject to any infestation, dilapidation and fair wear and tear.

The Purchaser acknowledges that no warranty or representation has been made to the Purchaser or anyone on the Purchaser's behalf by the Vendor or anyone on the Vendor's behalf in relation to the property and particularly but without limiting the generality of this condition as to the condition or state of repair of any improvement on the property or any part or parts thereof or as to the suitability of such improvements for any use or purpose or as to the suitability of the property or any part or parts thereof for any use or purpose or development whatsoever.

The Purchaser further acknowledges that he is purchasing the property relying upon his own inspection and enquiry in these matters and subject to all faults and defects both latent and patent and shall not be entitled to make any objection requisition or claim for compensation in respect of matters referred to in this clause.

3. In the event that this Contract is not completed by the completion date due to default of one party then the innocent party shall be entitled to serve on the defaulting party's Solicitor a Notice to Complete requiring completion to take place at the expiration of fourteen (14) days of the date of the Notice in which respect time shall be of the essence. It is expressly agreed between the parties that fourteen (14) days is a reasonable and sufficient time for compliance with the provisions of any Notice given pursuant to this Contract and the Purchaser acknowledges that any Notice so given is valid for all purposes both in law and in equity and shall not be entitled to object thereto. The party that issues the Notice to Complete may withdraw such Notice to Complete and re-issue another one at any time.

In the event that the Vendor issues a Notice to Complete, the Purchaser shall pay the Vendor on completion in addition to the balance of purchase moneys and any other money payable to the Vendor, the sum of \$440.00 (inclusive of GST) to cover the legal costs and other expenses incurred as a consequence of the Vendor issuing a Notice to Complete and as a genuine pre-estimate of those additional expenses.

4. The form of Notice to Complete referred to in Special Condition 3, hereof, and which is acceptable to all parties, is an annexure to this Contract.
5. Subject to the Vendor's consent, the parties agree and acknowledge that the deposit for the purchase is 10% of the purchase price ("the Deposit") notwithstanding a lesser amount of \$ is paid on exchange of Contracts and \$ is paid on expiration of cooling off period. The money actually paid by the Purchaser is only an instalment of the Deposit payable and the Purchaser must pay the other instalment which is the difference between the instalment paid and the Deposit payable on or when the Contract is completed or terminated by the Vendor.

Despite any other provisions of this Contract, if the Contract is terminated by the Vendor, the Vendor shall be entitled to forfeit the instalment of the Deposit actually paid. The balance of the Deposit will become liquidated damages by the Purchaser to the Vendor and is payable to the Vendor immediately on demand. If the Purchaser fails to pay the said balance of the Deposit on demand the Vendor will be entitled to recover it from the Purchaser and the Purchaser shall pay the Vendor's costs of the recovery.

The provisions of this clause are in addition to and not in substitution for the rights of the Vendor under Printed Provisions Clause 9 of this Contract and will not merge on completion.

6. The Purchaser warrants that he has not been introduced to the property directly or indirectly through the services of any commission or real estate agent other than the Vendor's Agent named herein and the Purchaser shall indemnify the Vendor against all claims, actions, suits, demands, costs and expenses in relation thereto.

The provisions of this clause shall not merge on completion.

7. The Purchaser warrants to the Vendor that, if he requires finance to complete the purchase, has obtained written approval for such finance from a lender of his choice on terms reasonable to him prior to entering this Contract.

The Purchaser acknowledges that the Vendor shall rely on this warranty in entering this Contract and the Purchaser shall not be entitled to terminate this Contract on the ground of unavailability of finance.

8. The Purchaser shall not be entitled to require the Vendor prior to completion to register or obtain a discharge or partial discharge of any mortgage or the lodgement of a withdrawal of any caveat, writ or like notification affecting the property or the title of the Vendor of the property or any estate or interest therein but will accept a properly executed discharge or partial discharge of any mortgage or withdrawal of any such caveat or writ or like notification together with the appropriate registration fee thereof.
9. Pending completion or rescission or termination of this Contract the parties hereby agree that the Deposit shall be paid to the Vendor's Agent as stakeholder hereunder,

and deposited in an investment account in any Bank, Credit Union or Building Society and the interest which accrued on the said Deposit shall be dealt with as follows:-

- (a) If the Deposit is forfeited to the Vendor, all such interest shall be paid to the Vendor.
- (b) If the Deposit is refunded to the Purchaser, all such interest shall be paid to the Purchaser.
- (c) If this Contract is completed, all such interest shall be shared equally between the Vendor and the Purchaser, unless where the Vendor has agreed to the Deposit being paid by instalments then the Vendor shall be entitled to all interest earned on the investment of the Deposit.

The Vendor's Solicitor shall not be responsible in any way for any loss occasioned by the investment of the deposit or for any delay in or failure to invest.

- 10. The Vendor has no Survey Report in respect of the property and the Purchaser shall not be entitled to make any objection requisition or claim for compensation in respect of any breach of the Local Government Act or Ordinances thereunder nor in respect of any encroachments by the property on the adjoining properties or streets nor by any encroachment by adjoining properties on the subject property.
- 11. Without prejudice to any requirements as to Notice to Complete which may have been issued pursuant hereto the parties agree that notwithstanding any Rule of law or Judicial Pronouncement or any other provisions in this contract, the Purchaser shall not have any action against the Vendor and the Vendor shall not be liable for damages should the Vendor be unable to complete on the completion date or at the appointed time for completion.
- 12. If any moneys payable by the Purchaser under this Contract are not paid by the Purchaser to the Vendor within the time designated as the completion date, but not due to the Vendor's default then the Purchaser shall pay on completion as liquidated damages on the outstanding balance of the purchase moneys at the rate of ten per centum (10%) per annum calculated on daily rests from the date on which the moneys should pursuant to this contract have been paid until the date on which they are paid, both dates inclusive. The obligation to pay the liquidated damages imposed by this condition shall in no way derogate from the rights of the parties under Special Condition 3 hereof nor from any other rights which one party may have in the event of a default hereunder by the other.
- 13. If the sale of the property is NOT a taxable supply, the Purchaser warrants that he shall not change or cause to change the use of the property in a way that could make the sale a taxable supply after completion.

The Purchaser acknowledged and agreed that he shall pay the Vendor on demand in writing by the Vendor 10% of the purchase price of the property if he breaches the warranty herein and failure to pay the said 10% purchase price will entitle the Vendor to claim such sum as liquidated damage.

The provisions of this clause shall not merge on completion.

14. The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SEPP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.
15. The Purchaser acknowledges that the subject property may lie within an area over which the Electricity Commission of New South Wales or the entity, which has subsequently formed part or merged or re-named, holds a Petroleum Exploration Licence for oil and gas pursuant to the Petroleum Act, 1955 in particular sections 47, 49 and 50 or the provisions of the amended Act or an Act replacing the Petroleum Act. No objection requisition or claim for compensation shall be made by the Purchaser nor shall the Purchaser be entitled to rescind this Contract if the subject property is so affected.
16. The Purchaser acknowledges that the particulars of the title disclosed in this Contract are sufficient to enable the Purchaser to prepare the appropriate transfer of the property and the Purchaser shall not request the Vendor to provide particulars of the title pursuant to Printed Provisions 30 hereof.
17. If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this Contract then the Purchaser hereby warrants that he has obtained the approval or certification of the Treasurer or has received a statement of non-objection. The Purchaser acknowledges and agrees that if the above warranty is false or untrue in any respect whatsoever the Purchaser hereby indemnifies and at all times holds indemnified the Vendor against any loss, damages, penalty, fine or expenses which the Vendor may suffer as a result of the Vendor having relied on this warranty when entering into this Contract.

The provisions of this clause shall not merge on completion.

18. A document under or relating to this Contract is served on a party on the day
 - 18.1 it is sent by facsimile transmission to the facsimile number displayed on the letterhead of each party's Solicitor and production of a status report showing a concluded transmission shall be sufficient evidence of service provided it is served prior to 5.00 pm on that day. If the document is served by facsimile transmission after 5.00 pm it is taken to be served on the next business day; or
 - 18.2 it is sent by email to the email address displayed on the letterhead of each party's Solicitor prior to 5.00 pm on the day, the document is deemed to be served on that day, unless within twenty-four (24) hours of the email being sent, the sender receives a notification from either the sender's mail server or the recipient's mail server indicating that the message has not been sent or delivered. If the document is served by email after 5.00 pm it is taken to be served on the next business day.
19. The Purchaser agrees and hereby authorises the release of all or part of the deposit to the Vendor forthwith for use by the Vendor as deposit of his purchase and for the payment of stamp duty for another property as directed by the Vendor's solicitor.

20. The Vendor discloses and the Purchaser acknowledges that the sewerage diagram annexed hereto is the only one available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this Contract in respect of or arising from the said sewerage diagram.
21. Deleted.
22. The Printed Provisions are amended as follows: -
- (a) Clause 1 Definitions: *Bank* -words “a building society or a credit union” in the second line - deleted.
 - (b) Clause 6.1 - words "or anything else and whether substantial or not" in the second line - deleted.
 - (c) Clause 6.2 - deleted.
 - (d) Clause 7.1.1 - "5%" replaced with "\$1.00".
 - (e) Clause 7.2.1 - deleted.
 - (f) Clause 8.1.1 - the words “on reasonable grounds" deleted and the words "or claim" added after the last word "requisition".
 - (g) Clause 8.1.2 - the words "and those grounds" deleted.
 - (h) Clause 10.1.9 - the word "substance" replaced by the word "existence".
 - (i) Clause 14.2.1 - replace “2” with “5”.
 - (j) Clause 14.4.2 - the clause is deleted and replaced with the following:
“by adjusting the amount calculated by taking the total amount of land tax payable by the vendor proportioned by the valuation of the land sold out of the total valuation of all lands owned by the vendor.”
 - (k) Clause 14.8 - the words "or any adjoining footpath or road" deleted.
 - (l) Clause 23.6.1 - deleted and replaced with "the vendor is only liable for it if it was determined on or before the contract date and due and payable prior to settlement and if it is payable by instalments, only the instalment due and payable prior to settlement”
 - (m) Clause 23.13 - deleted and replaced with “The vendor hereby authorises the purchaser to obtain a certificate under Section 184 of the Strata Schemes Management Act 2015 and/or Section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme. The purchaser shall forward to the vendor a copy of the relevant certificate at least 7 days before the date for completion.”
 - (n) Clause 23.14 - deleted.
 - (o) Clause 23.17, 23.17.1 & 23.17.2 - deleted.
 - (p) Clause 24.1.1 - the word “paid” replaced by the word “unpaid”.
 - (q) Clause 24.1.2 – deleted and replaced with “the vendor assigns the debt to the purchaser on completion and will if required give a further assignment at the purchaser’s expense”.
 - (r) Clause 24.3.1 - deleted.
 - (s) Clause 24.3.2 - the words "or after" - deleted.
 - (t) Clause 24.3.3 - deleted.
 - (u) Clause 24.4.3 - delete “at least 2 business days before the date for completion” and replace with “on or before completion” in second line and delete the words “a copy of any disclosure statement given under the Retail Lease Act 1994”.
 - (v) Clause 25.2 - deleted.
 - (w) Clause 28 - deleted.
 - (x) Clause 29 - deleted.

- (y) Clause 30.7 - delete the words “but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee.”
 - (z) Clause 30.11 - delete “settlement” and replace with “bank”.
 - (aa) Clause 31.2 - deleted and replace with “The vendor may serve any clearance certificate of variation prior to completion.”
23. If the deposit is in the form of a Deposit Guarantee Bond, the delivery to the Vendor or the Vendor's solicitor which binds the Guarantor to the Vendor shall, subject to (a) and (b) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit, and the following provisions shall apply:
- (a) Upon completion of this Contract, or at such other times as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Deposit Guarantee Bond to the Vendor in cash or by unendorsed bank cheque; or
 - (b) If the Vendor serves on the Purchaser or his solicitor a notice in writing claiming forfeit such deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (of so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Deposit Guarantee Bond.
24. In the event settlement does not take place at the scheduled time or does not take place at a rearranged time on that same day, through no fault of the Vendor, in addition to any other monies payable the Purchaser on completion of this Contract, the Purchaser must pay the Vendor’s any settlement rescheduling fee charged by the Vendor’s discharging mortgagee.
25. The Purchaser must provide to the Vendor one (1) day prior to completion an Order on the agent for the release of the deposit on settlement. The Order will be held in escrow by the Vendor’s solicitor until settlement is affected.

26. Guarantee

- (a) This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- (b) The word “Guarantor” means the directors of the Purchaser as at the date of this Contract.
- (c) If the Guarantor has not signed this clause, the Vendor may terminate this Contract by serving a notice, but only within 14 days after the Contract date.
- (d) In consideration of the Vendor entering into this Contract at the Guarantor’s request, the Guarantor guarantees to the Vendor:
 - (i) Payment of all money payable by the Purchaser under this Contract; and

- (ii) The performance of all of the Purchaser's other obligations under this Contract.
- (e) The Guarantor:
 - (i) Indemnifies the Vendor against any Claim, action, loss, damage, Cost, Liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and
 - (ii) Must pay on demand any money due to the Vendor under this indemnity.
- (f) The Guarantor is jointly and severally liable with the Purchaser to the Vendor for:
 - (i) The performance by the Purchaser of its obligations under this Contract; and
 - (ii) Any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- (g) The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.
- (h) If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (i) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (i) The granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) The release or discharge of any person;
 - (iii) An arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (iv) Any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;
 - (v) Payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) The winding up of the Purchaser.
- (j) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (k) This clause operates as a Deed between the Vendor and the Guarantor.

GUARANTOR SIGNATURE

Signed Sealed and Delivered by the Guarantor in the presence of:

.....
Signature of witness

.....
Signature of Guarantor

.....
Name of witness

.....
Signature of witness

.....
Signature of Guarantor

.....
Name of witness

- 27. (a) Despite any other clause in this Contract, the Vendor will not be required to complete the Contract during the period commencing 5pm on Friday 19 December 2025 and ending 9am Wednesday 14 January 2026 ("the Holiday Period").
- (b) Notice to Complete under Special Condition 3 issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date from completion within the Holiday Period.
- (c) Neither party may issue a Notice to Complete during the Holiday Period.
- (d) If the completion date is scheduled to be before the Holiday Period but does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable by the Purchaser under Special Condition 12 will be calculated from the Completion Date to the date of actual completion after the end of the Holiday Period and shall include the Holiday Period notwithstanding that the Purchaser is ready, able and willing to settle within the Holiday Period.
- (e) Nothing in this Contract shall have the effect of requiring the Vendor to complete this Contract between 20 December 2025 and 13 January 2026.
- (f) The Purchaser is not entitled to rescind, terminate or delay completion of this Contract, nor to object, requisition or make any claim in respect of any matters arising from this clause.

28. Where there is any inconsistency between any clause in the Printed Provisions of this Contract and the Special Conditions, the Special conditions shall prevail.

NOTICE TO COMPLETE

TO:

(hereinafter called Purchaser/Vendor)

and his Solicitor,

of

GIVES YOU NOTICE:

1. That the Purchaser/Vendor, is ready, willing and able to complete the Purchase/Sale of the property situated at
being land fronting
being Lot
In DP/SP and being whole of the land in Certificate of Title Folio Identifier in accordance with Agreement of Sale dated
2. You are in default under the contract in that you failed to complete the contract by the date stipulated in the contract.
3. That you are required to complete the sale/purchase and to pay/receive the balance of the purchase/sales monies on or before 2 p.m. on the
.....
and in this respect time is of the essence of the Contract.
4. That it, the Purchaser/Vendor, appoints 2 p.m. on the
.....
at the office of
as the time and the place for settlement.
5. That unless you complete within the time specified in this Notice it, the Purchaser/Vendor, will be entitled to terminate the Contract.

DATED this

Solicitor for the Purchaser/Vendor

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 57/SP102081

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2025	12:25 PM	2	29/7/2021

LAND

LOT 57 IN STRATA PLAN 102081
AT MILSONS POINT
LOCAL GOVERNMENT AREA NORTH SYDNEY

FIRST SCHEDULE

SHERENA TU
JUNG-WEN HSU
AS JOINT TENANTS

(T AR286466)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102081

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2510267

PRINTED ON 2/10/2025

Search Date/Time: 02/10/2025 12:25PM

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102081

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/10/2025	12:35 PM	5	13/10/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102081
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MILSONS POINT
LOCAL GOVERNMENT AREA NORTH SYDNEY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP102081

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102081
ADDRESS FOR SERVICE OF DOCUMENTS:
61 LAVENDER STREET, MILSONS POINT 2061

SECOND SCHEDULE (32 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1272411
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP102081
- 4 PREMISES KNOWN AS 61 LAVENDER ST, MILSONS POINT
- 5 M443589 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN AS 6.095 METRE(S) WIDE IN THE PLAN WITH M443589
- 6 M443589 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN AS 6.095 METRE(S) WIDE IN THE PLAN WITH M443589
- 7 AB695358 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOT 1 IN DP 549159
- 8 AB888671 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE WHOLE OF THE LOTS IN F/I'S 8377-19, 1-6/219672 & 3/901981
- 9 AC330430 AC692641 VARIATION OF EASEMENT AB888671 TERMS VARIED EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (D) IN PLAN WITH AC330430
- 10 DP1100964 EASEMENT FOR ELECTRICITY PURPOSES 1.0 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 AC745805 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE WHOLE OF THE

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102081

PAGE 2

SECOND SCHEDULE (32 NOTIFICATIONS) (CONTINUED)

- LAND IN 3/550695
- 12 DP1269846 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 13 DP1272411 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 14 DP1272411 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 15 DP1272411 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 16 DP1272411 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 17 DP1272411 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED
- 18 DP1272411 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 19 DP1272411 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE
WHOLE OF THE LAND ABOVE DESCRIBED
- 20 DP1272411 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 21 DP1272411 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 22 DP1272411 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1272411 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 24 DP1272411 RIGHT TO USE SHARED CAR SPACE ZONE VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 25 DP1272411 RIGHT OF ACCESS TO STORAGE VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 26 DP1272411 RIGHT TO USE LIFTS VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 27 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT
2015
- 28 SP104752 INITIAL PERIOD EXPIRED
- 29 DP1296322 EASEMENT TO DRAIN WATER 0.155 METRE(S) WIDE (LIMITED
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102081

PAGE 3

SECOND SCHEDULE (32 NOTIFICATIONS) (CONTINUED)

- 30 DP1296322 EASEMENT FOR OVERHANG 0.155 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 31 DP1296322 EASEMENT FOR REPAIRS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 32 AT514879 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 102081

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	40	2	28	3	28	4	41
5	34	6	33	7	42	8	41
9	28	10	28	11	42	12	42
13	33	14	33	15	43	16	42
17	29	18	29	19	43	20	SP104752
21	34	22	34	23	44	24	42
25	29	26	29	27	44	28	77
29	52	30	53	31	78	32	43
33	29	34	29	35	49	36	78
37	52	38	54	39	79	40	44
41	29	42	29	43	50	44	82
45	58	46	60	47	83	48	44
49	30	50	30	51	46	52	83
53	58	54	60	55	84	56	51
57	31	58	57	59	158	60	91
61	158	62	50	63	31	64	53
65	159	66	96	67	159	68	SP104752
69	32	70	60	71	160	72	95
73	160	74	58	75	32	76	61
77	161	78	95	79	161	80	60
81	32	82	63	83	162	84	97
85	162	86	61	87	32	88	64
89	164	90	103	91	164	92	64
93	32	94	67	95	165	96	101
97	165	98	64	99	33	100	68
101	166	102	102	103	166	104	SP104752
105	33	106	71	107	167	108	105
109	167	110	68	111	33	112	71
113	168	114	105	115	168	116	97
117	101	118	188	119	186	120	99
121	104	122	189	123	187	124	237
125	284						

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102081

PAGE 4

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

STRATA PLAN 102081

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

STRATA PLAN 104752

LOT	ENT	LOT	ENT	LOT	ENT		
126	- 47	127	- 53	128	- 68		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2510267

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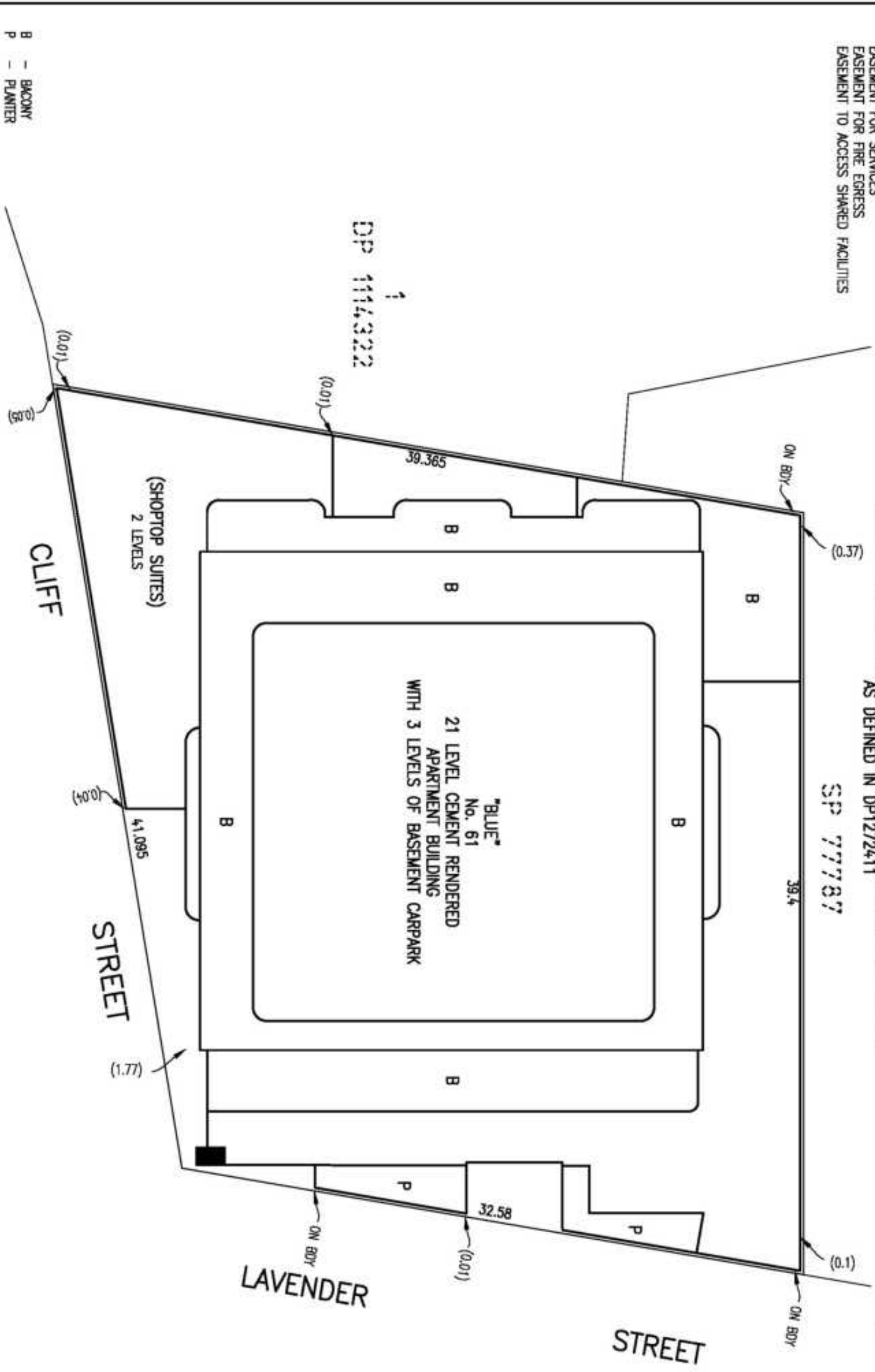
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WHOLE OF LOT EASEMENTS VIDE DP1272411:
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - SITE PLAN
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
 AS DEFINED IN DP1272411

SP 777787



B - BALCONY
 P - PLANTER

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

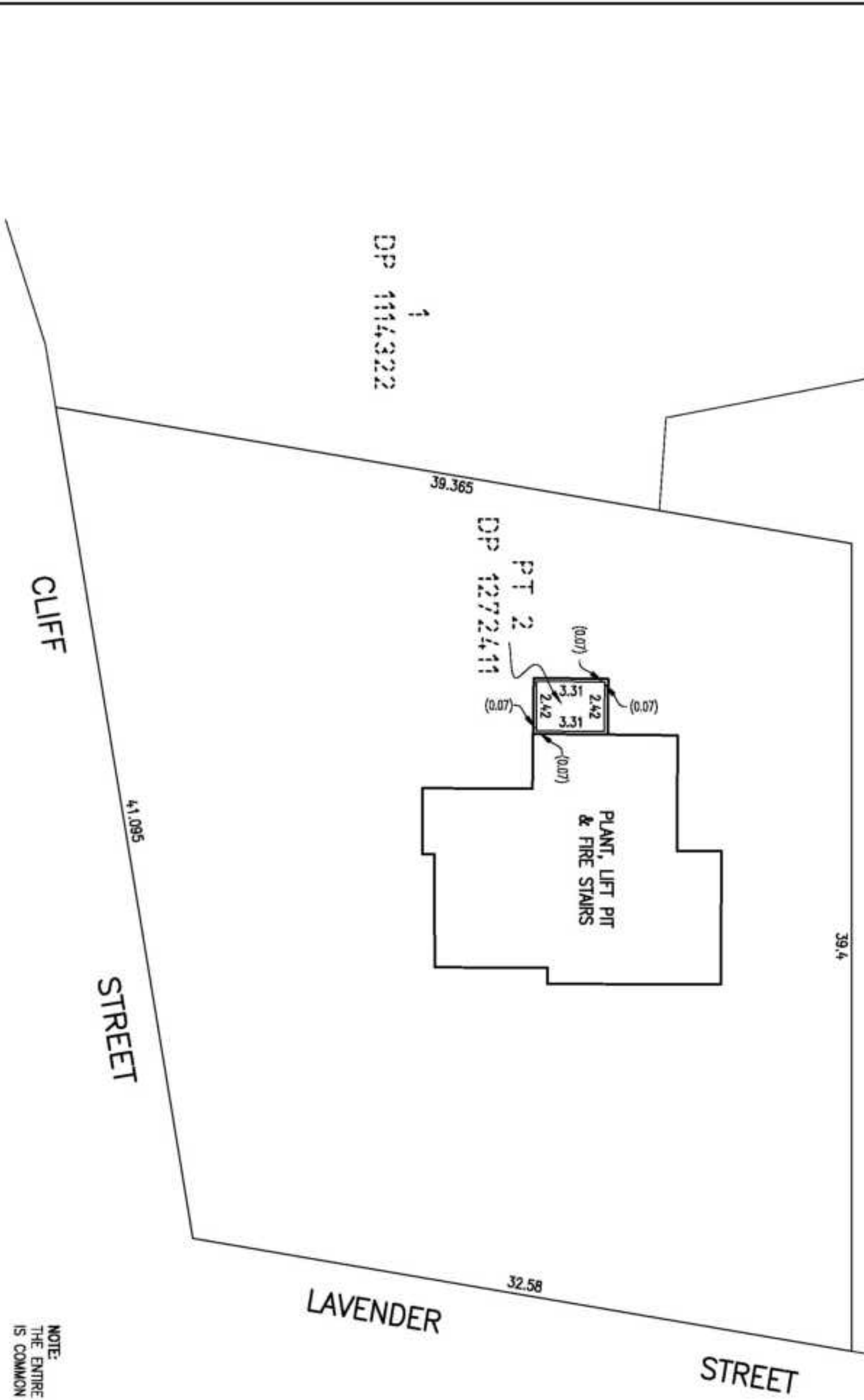
SP102081

WHOLE OF LOT EASEMENTS VIDE DP1272411:
EASEMENT FOR SUPPORT & SHELTER
EASEMENT FOR SERVICES
EASEMENT FOR FIRE EGRESS
EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - BASEMENT LEVEL 4 AND BELOW

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH AS DEFINED IN DP1272411

SP 77787



NOTE:
THE ENTIRE AREA OF BASEMENT LEVEL 4 IS COMMON PROPERTY

SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

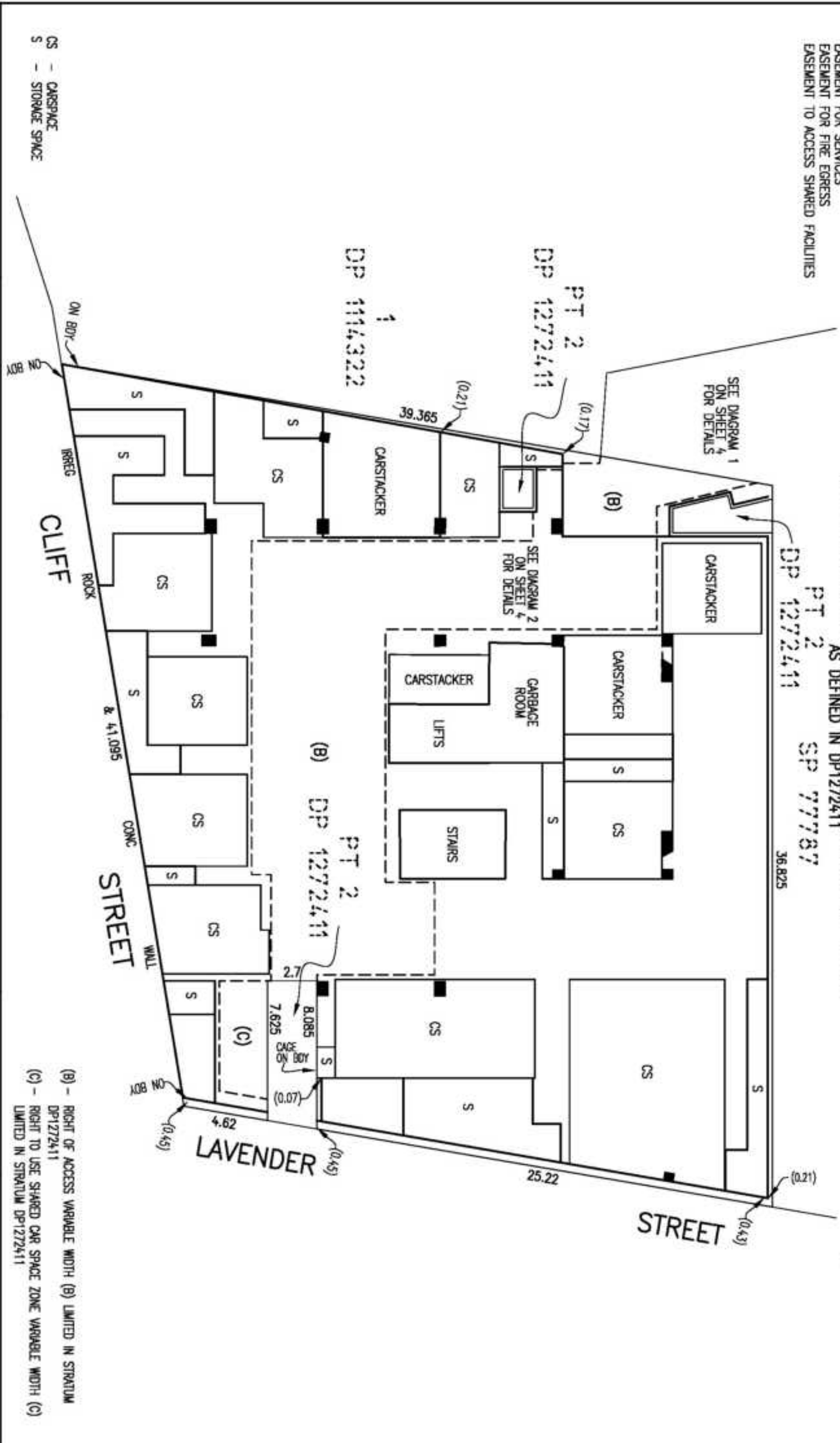
LGA: **NORTH SYDNEY**
Locality: **MILSONS POINT**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED
30.6.2021

SP102081

WHOLE OF LOT EASEMENTS VIDE DP1272411:
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - BASEMENT LEVEL 3
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
 AS DEFINED IN DP1272411



CS - CARSPACE
 S - STORAGE SPACE

(B) - RIGHT OF ACCESS VARIABLE WIDTH (B) LIMITED IN STRATUM DP1272411
 (C) - RIGHT TO USE SHARED CAR SPACE ZONE VARIABLE WIDTH (C) LIMITED IN STRATUM DP1272411

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

WHOLE OF LOT EASEMENTS VIDE DP1272411:
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - BASEMENT LEVEL 3
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
 AS DEFINED IN DP1272411

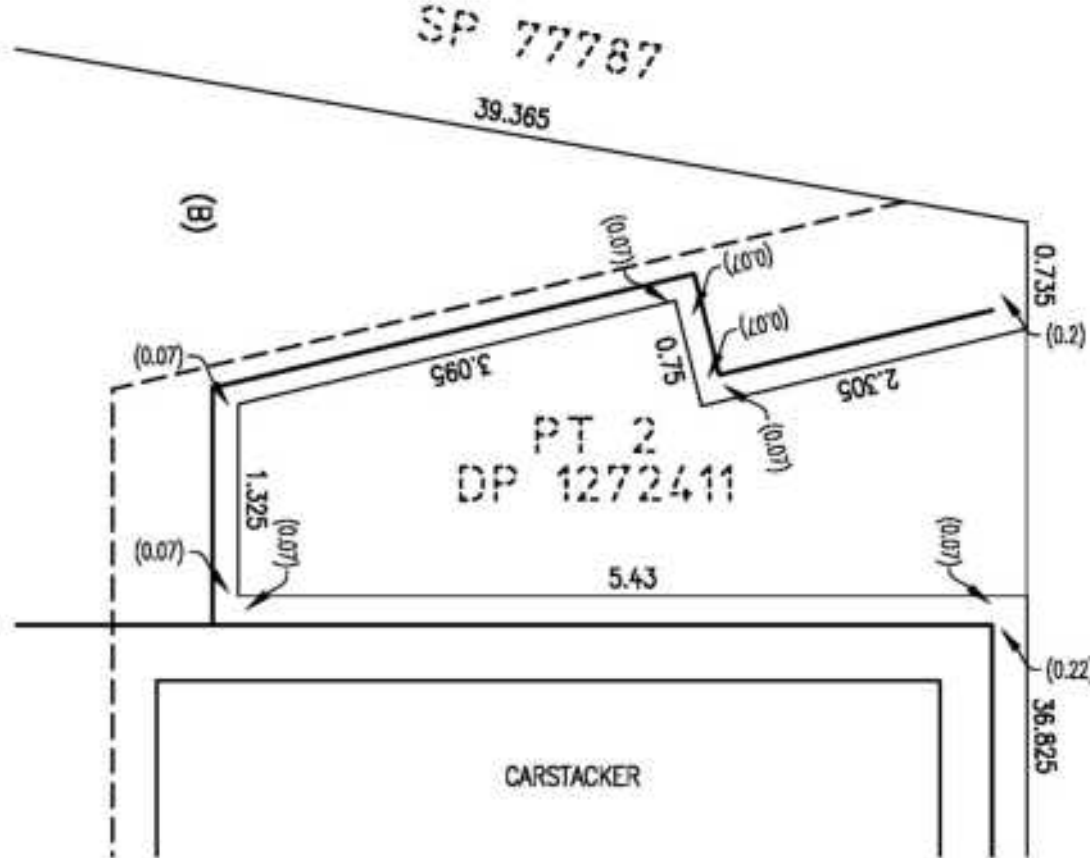


DIAGRAM 1
SCALE 1:50

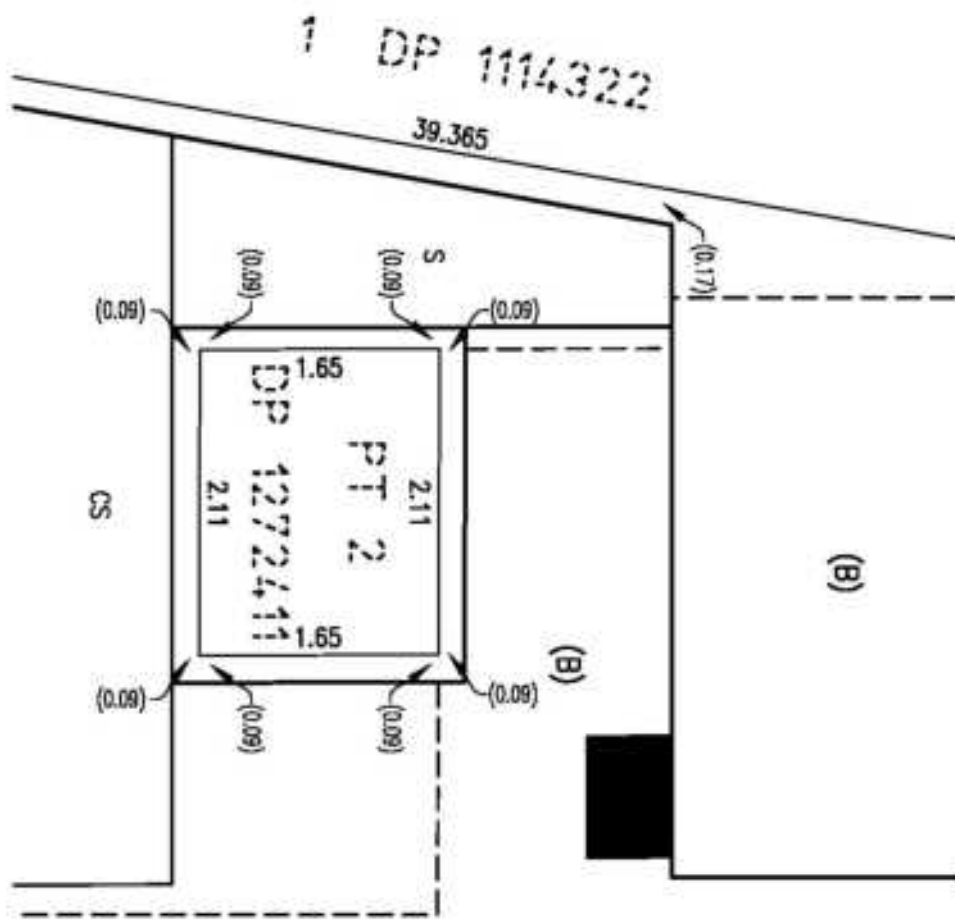


DIAGRAM 2
SCALE 1:50

CS - CARSPACE
 S - STORAGE SPACE

(B) - RIGHT OF ACCESS VARIABLE WIDTH (B) LIMITED IN STRATUM
 DP1272411

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: AS SHOWN
 Lengths are in metres.

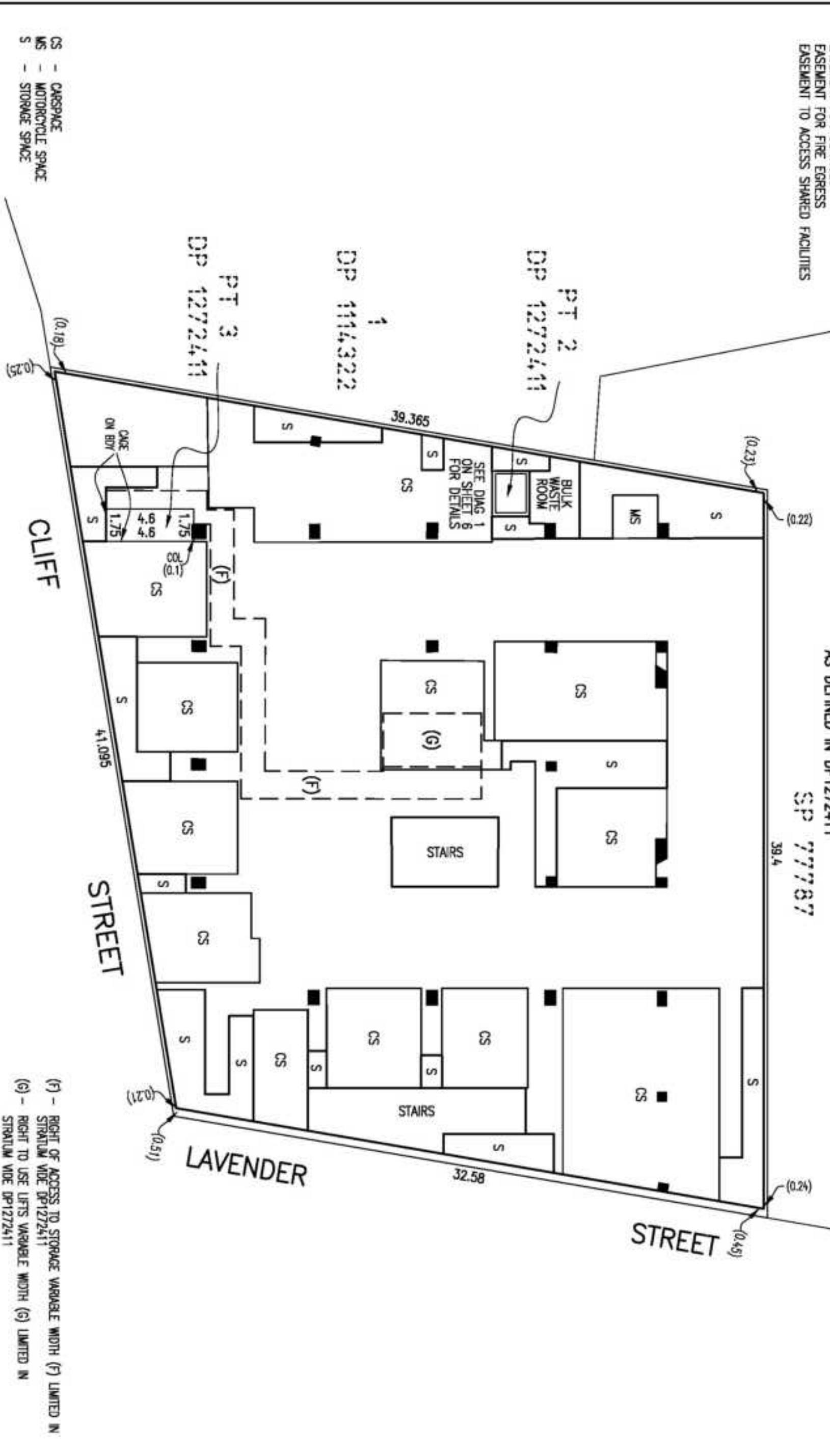
REGISTERED
 30.6.2021

SP102081

WHOLE OF LOT EASEMENTS VIDE DP1272411:
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - BASEMENT LEVEL 2
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
 AS DEFINED IN DP1272411

SP 777787



CS - CARSPACE
 MS - MOTORCYCLE SPACE
 S - STORAGE SPACE

(f) - RIGHT OF ACCESS TO STORAGE VARIABLE WIDTH (F) LIMITED IN STRATUM WIDE DP1272411
 (g) - RIGHT TO USE LIFTS VARIABLE WIDTH (G) LIMITED IN STRATUM WIDE DP1272411

SURVEYOR: KARL ROBERTSON
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

WHOLE OF LOT EASEMENTS VIDE DP1272411:
EASEMENT FOR SUPPORT & SHELTER
EASEMENT FOR SERVICES
EASEMENT FOR FIRE EGRESS
EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - BASEMENT LEVEL 2
THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
AS DEFINED IN DP1272411

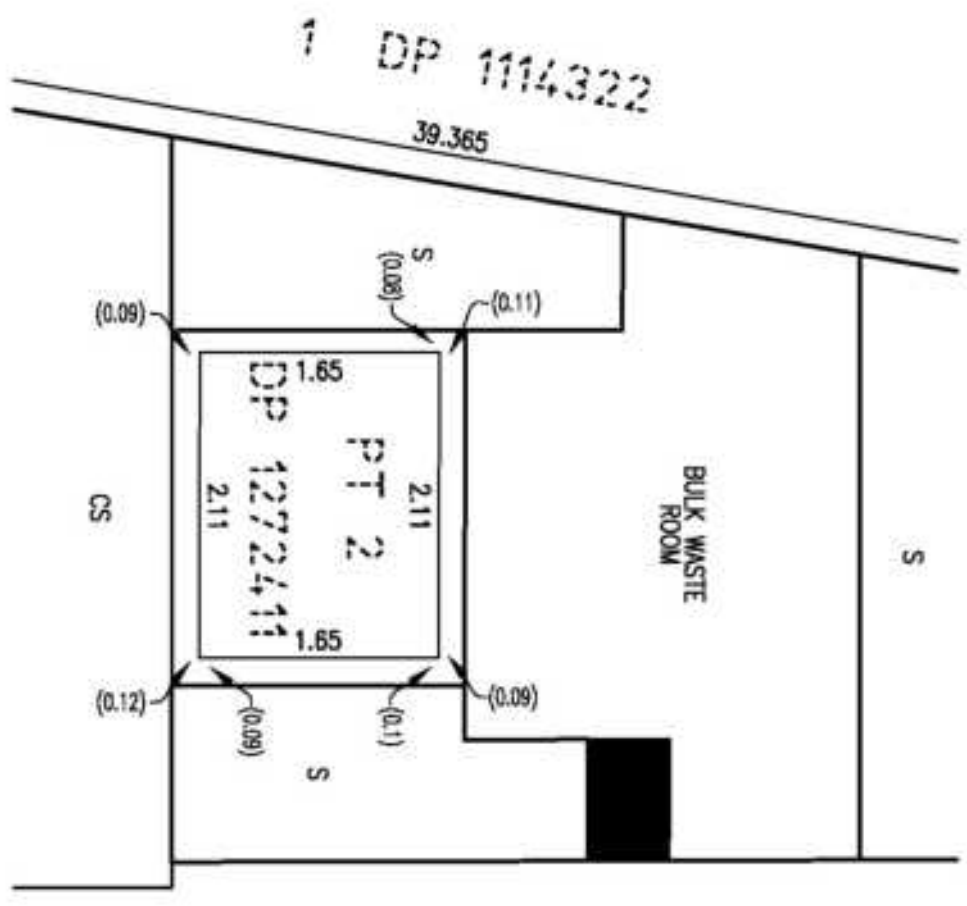


DIAGRAM 1
SCALE 1:50

CS - CARSPACE
S - STORAGE SPACE

SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: **NORTH SYDNEY**
Locality: **MILSONS POINT**
Reduction Ratio: **AS SHOWN**
Lengths are in metres.

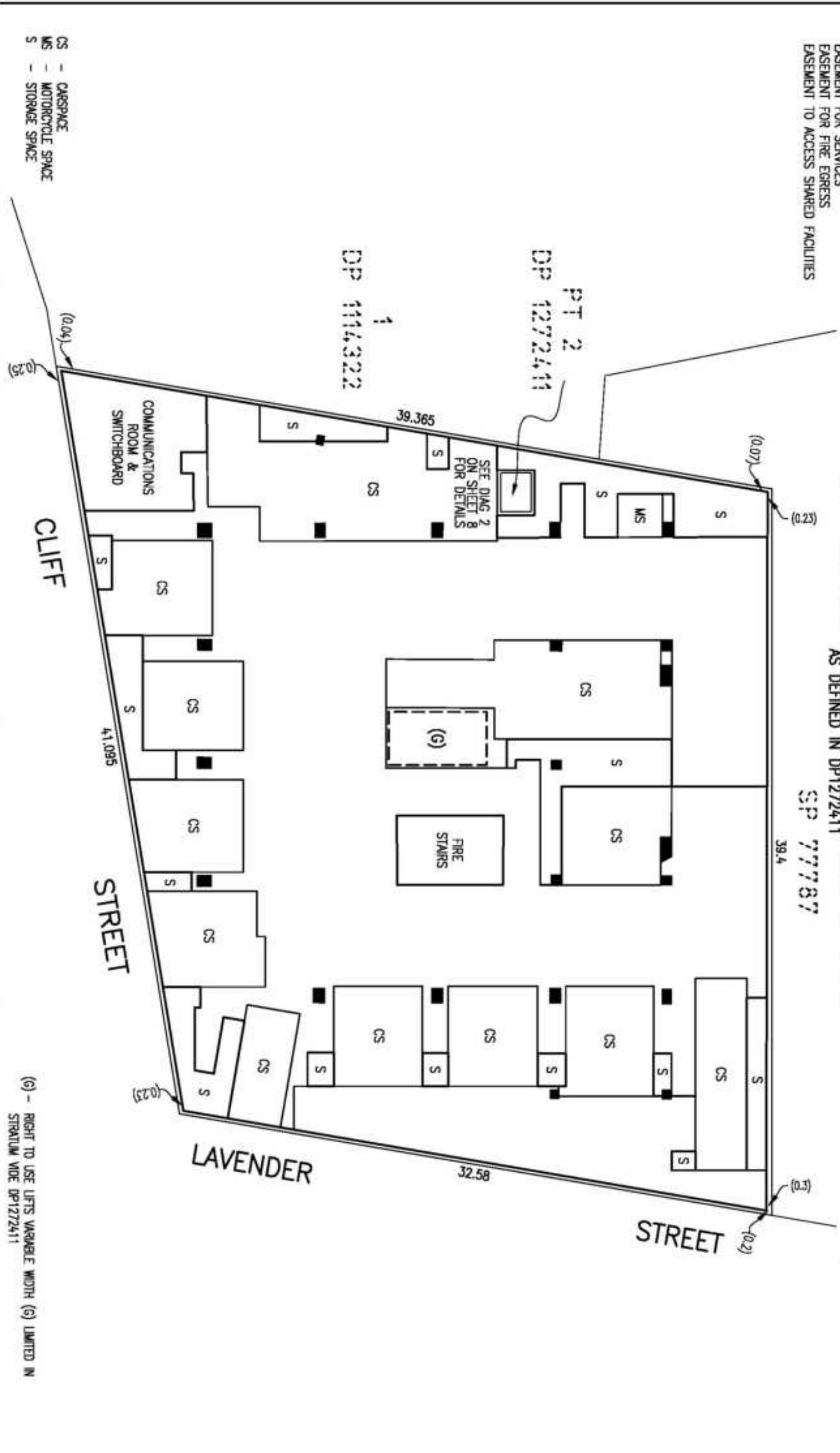
REGISTERED
30.6.2021

SP102081

WHOLE OF LOT EASEMENTS VIDE DP1272411:
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - BASEMENT LEVEL 1
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
 AS DEFINED IN DP1272411

SP 777787



CS - CARSPACE
 MS - MOTORCYCLE SPACE
 S - STORAGE SPACE

(g) - RIGHT TO USE LIFTS VARIABLE WIDTH (g) LIMITED IN STRATUM VIDE DP1272411

SURVEYOR Name: KARL ROBERTSON Date: 03.05.2021 Reference: 170307 SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1272411	LGA: NORTH SYDNEY Locality: MILSONS POINT Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 30.6.2021	SP102081
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WHOLE OF LOT EASEMENTS VIDE DP1272411:
EASEMENT FOR SUPPORT & SHELTER
EASEMENT FOR SERVICES
EASEMENT FOR FIRE EGRESS
EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - BASEMENT LEVEL 1
THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
AS DEFINED IN DP1272411

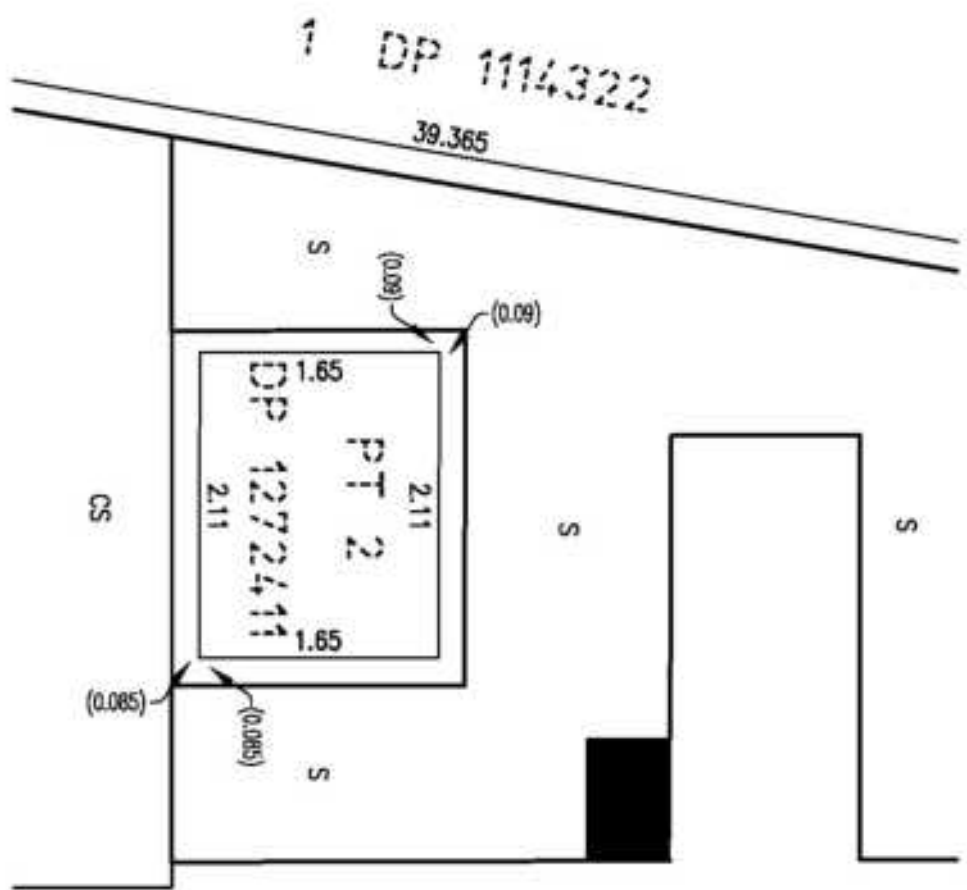


DIAGRAM 2
SCALE 1:50

CS - CARSPACE
S - STORAGE SPACE

SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: **NORTH SYDNEY**
Locality: **MILSONS POINT**
Reduction Ratio: **AS SHOWN**
Lengths are in metres.

REGISTERED

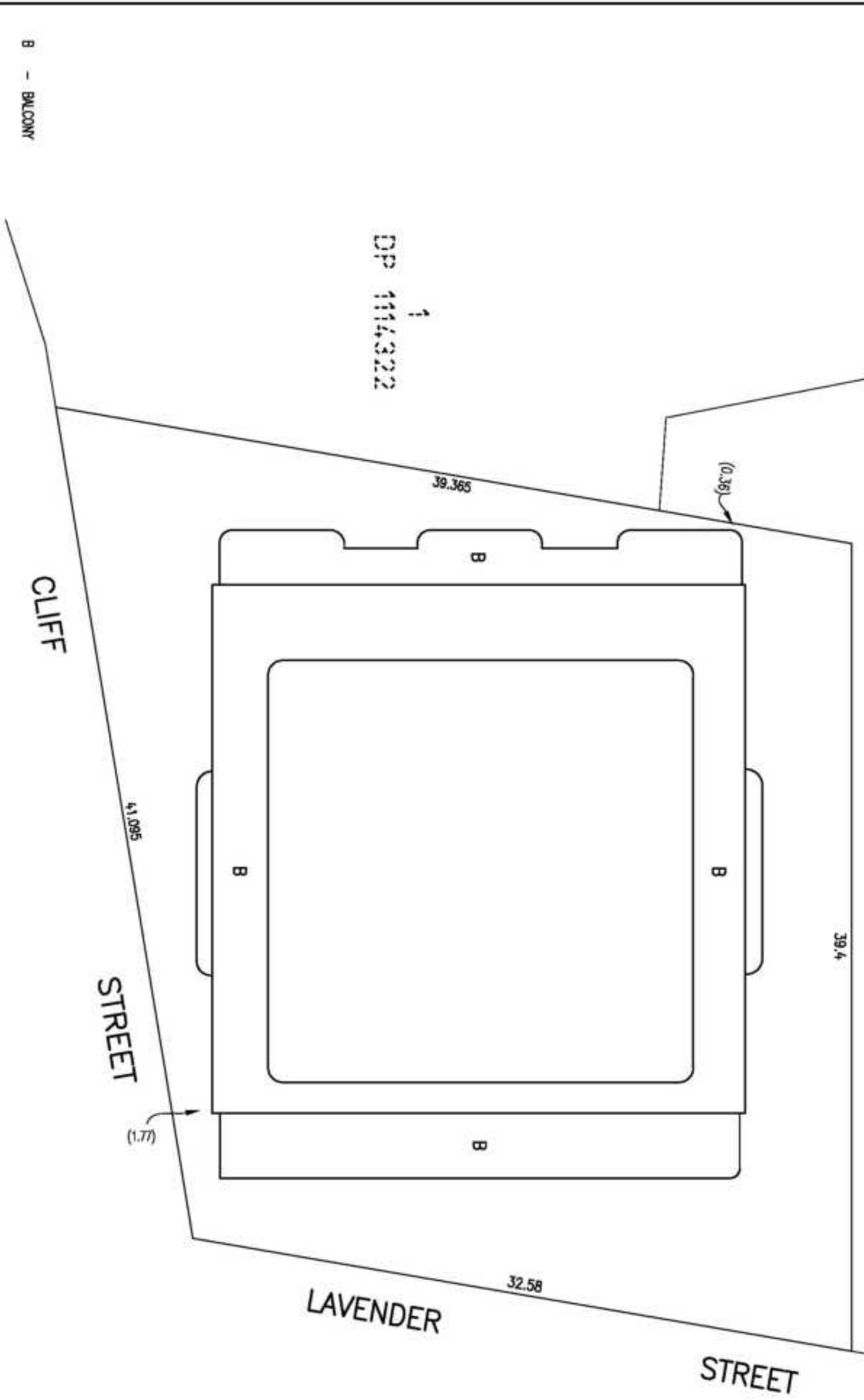
30.6.2021

SP102081

WHOLE OF LOT EASEMENTS VIDE DP1272411:
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES

LOCATION PLAN - LEVEL 2 & ABOVE
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND OR DEPTH
 AS DEFINED IN DP1272411

SP 77787



B - BALCONY

DP 114322
 1

CLIFF STREET

STREET

LAVENDER STREET

STREET

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

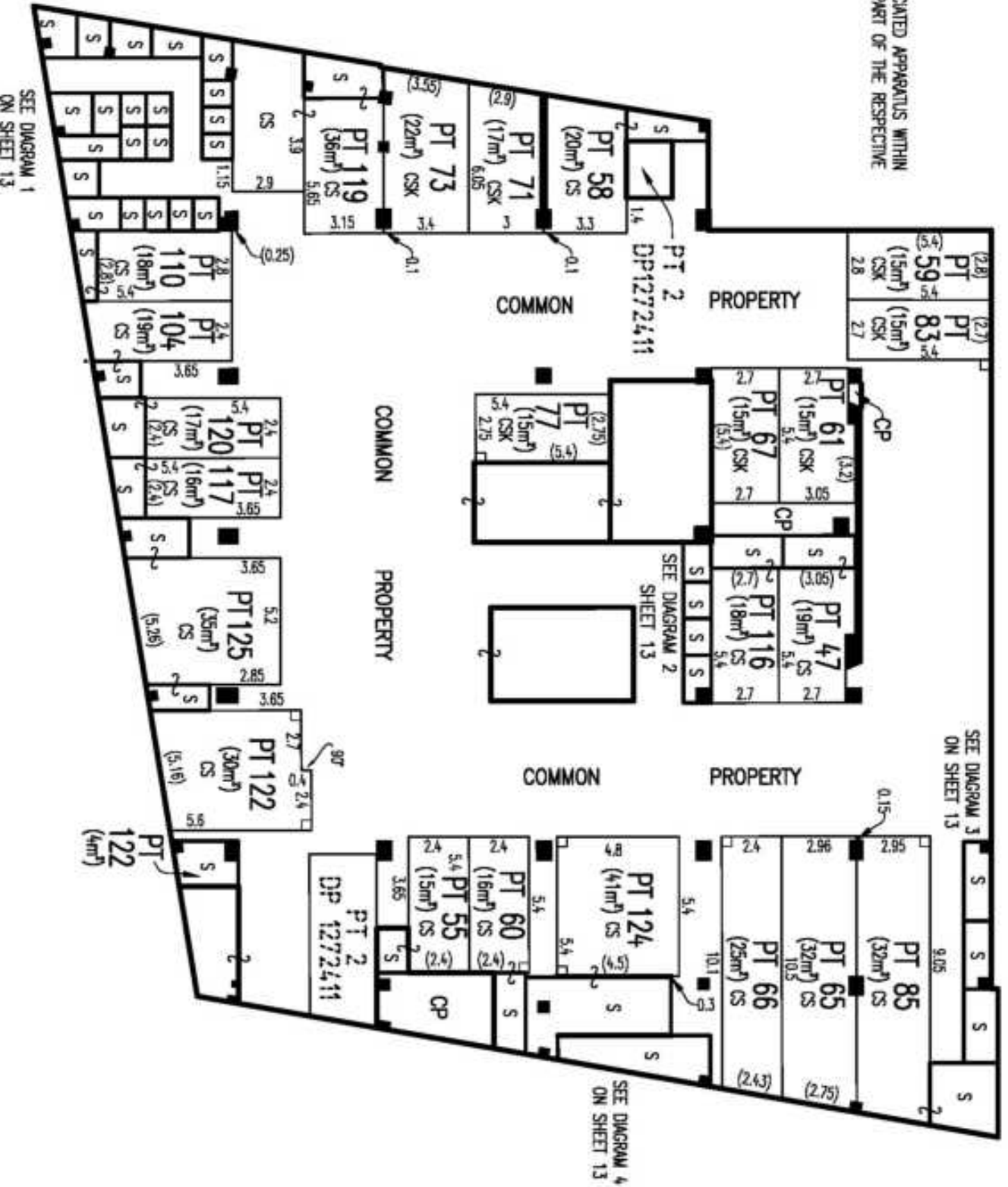
LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

BASEMENT LEVEL 3

THE CARSTACKER STRUCTURE AND ASSOCIATED APPARATUS WITHIN LOTS 59,83,61,67,71,73 AND 77 FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.



SURVEYOR: KARL ROBERTSON
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN DP 1272411

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.



SP102081

BASEMENT LEVEL 3



DIAGRAM 1
SCALE 1:80

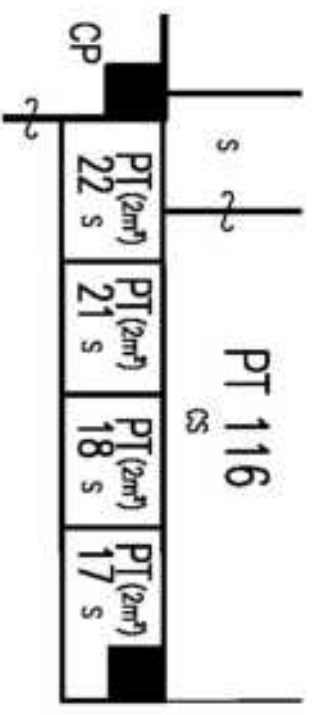


DIAGRAM 2
SCALE 1:80

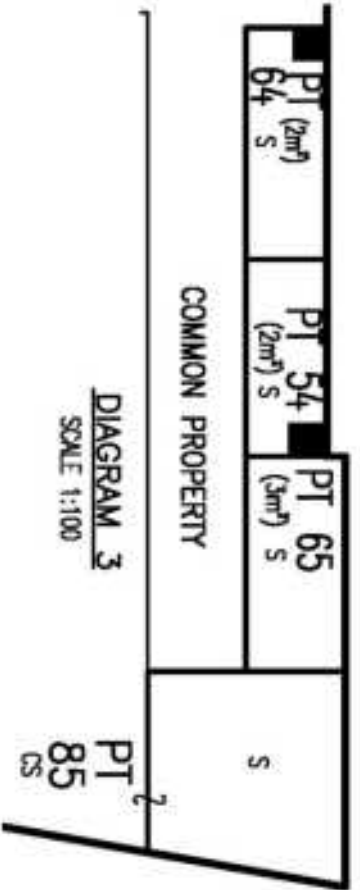


DIAGRAM 3
SCALE 1:100

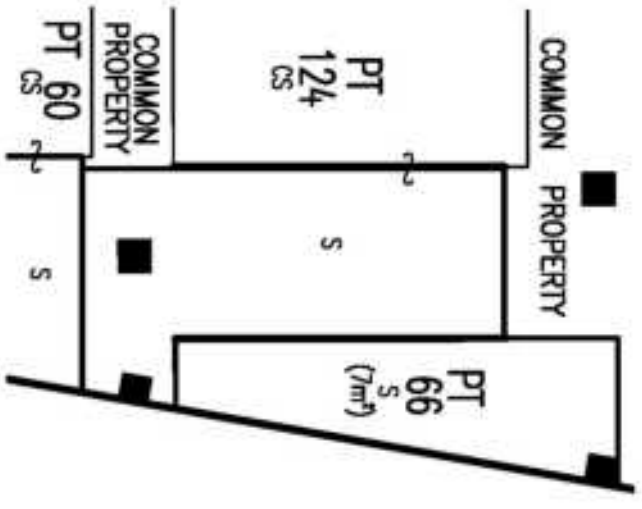


DIAGRAM 4
SCALE 1:100

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP - COMMON PROPERTY
CS - CAR SPACE
S - STORAGE SPACE

SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

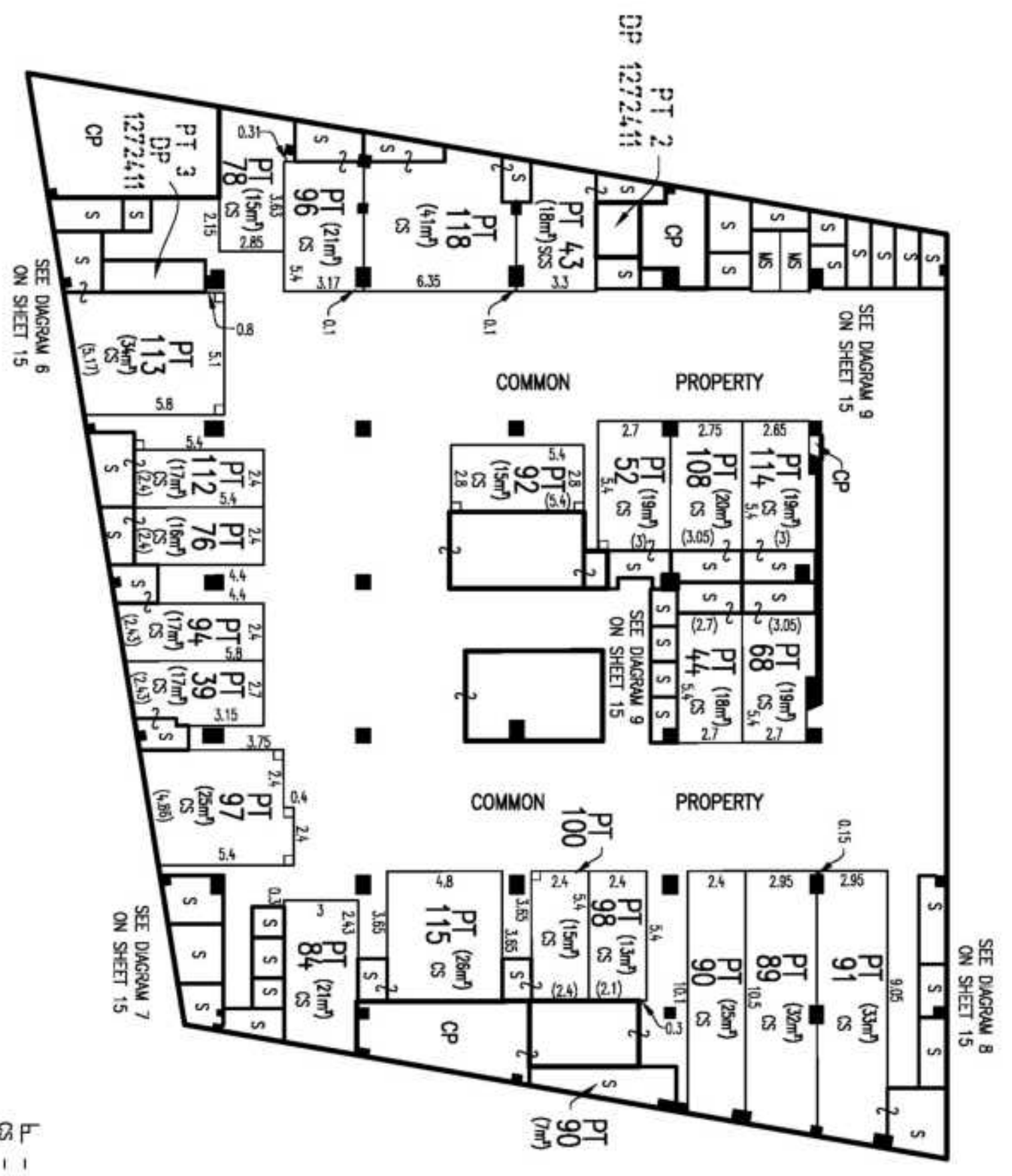
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: **NORTH SYDNEY**
Locality: **MILSONS POINT**
Reduction Ratio: **AS SHOWN**
Lengths are in metres.

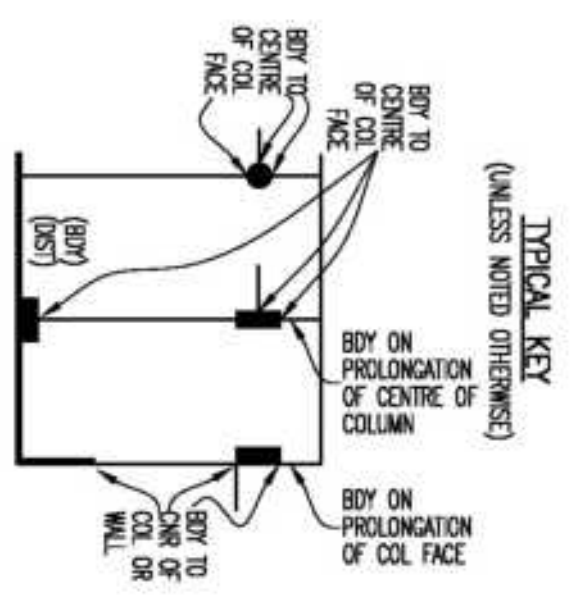
REGISTERED
30.6.2021

SP102081

BASEMENT LEVEL 2



- h - 90°
- CS - CAR SPACE
- CP - COMMON PROPERTY
- MS - MOTORCYCLE SPACE WITHIN COMMON PROPERTY
- S - STORAGE SPACE
- SCS - SMALL CAR SPACE



SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

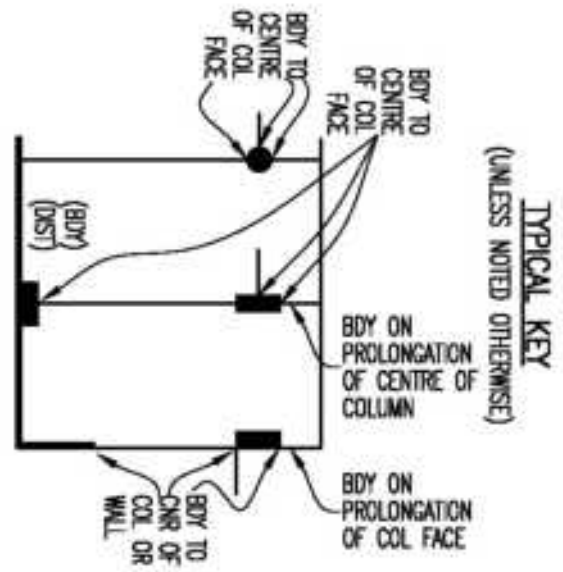
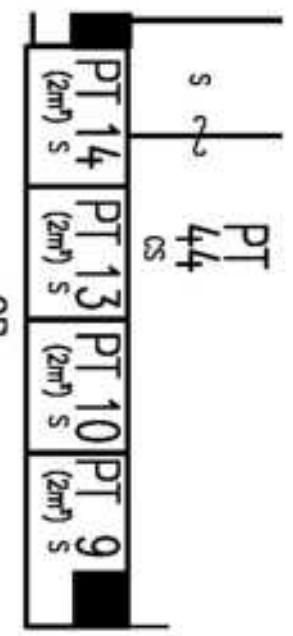
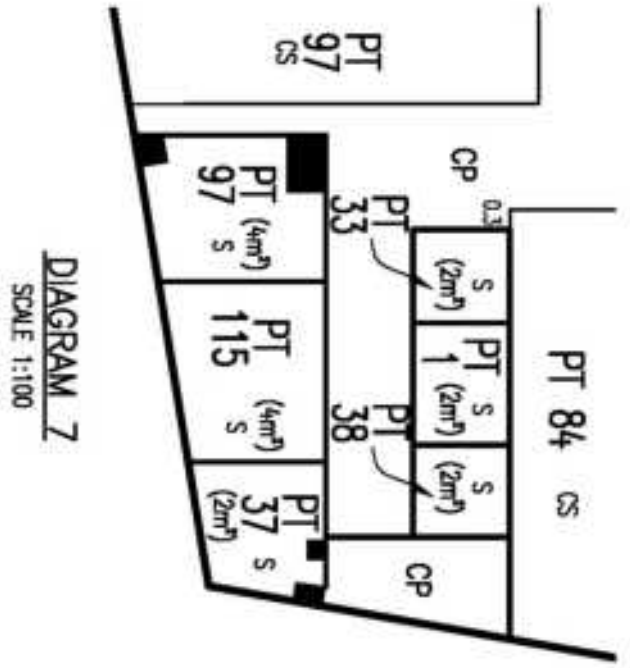
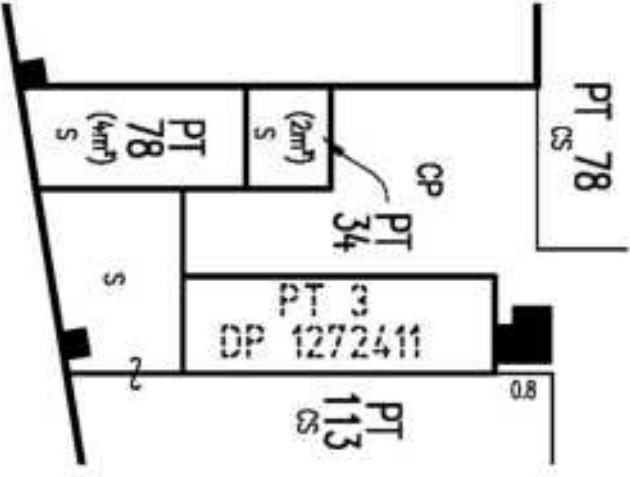
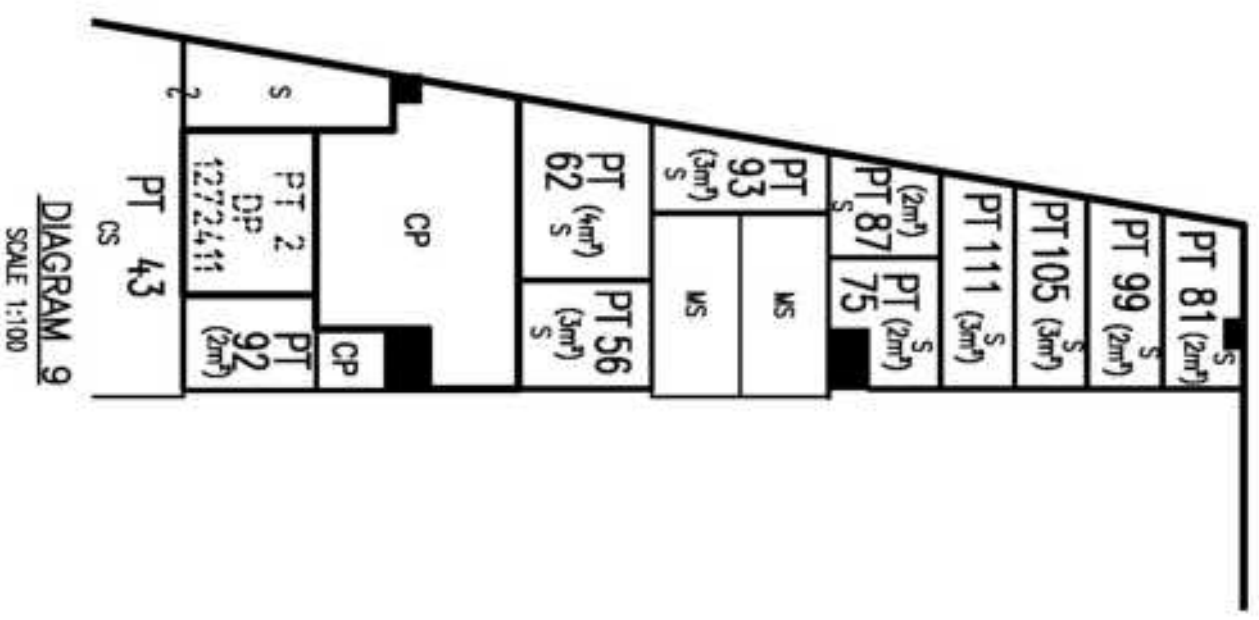
LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

v:\99 MIGRATION DATA\02 NSW\STONE\KARL\170307\170307 Mod1 LANCORR SP\170307 PLAN SP-3114-15_1302.dwg

BASEMENT LEVEL 2



- CS - CAR SPACE
- CP - COMMON PROPERTY
- MS - MOTORCYCLE SPACE WITHIN COMMON PROPERTY
- S - STORAGE SPACE

SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

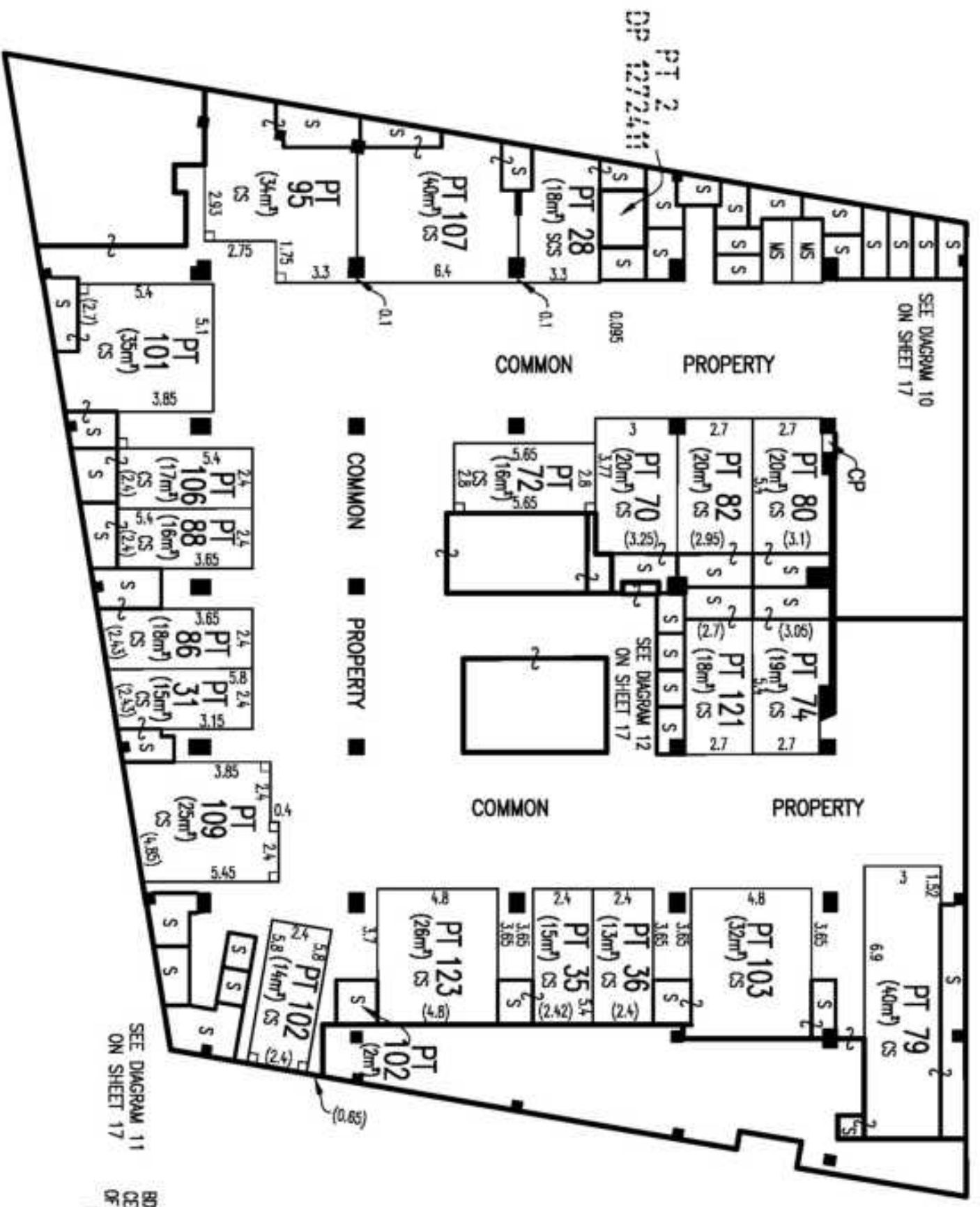
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: **NORTH SYDNEY**
Locality: **MILSONS POINT**
Reduction Ratio: **AS SHOWN**
Lengths are in metres.

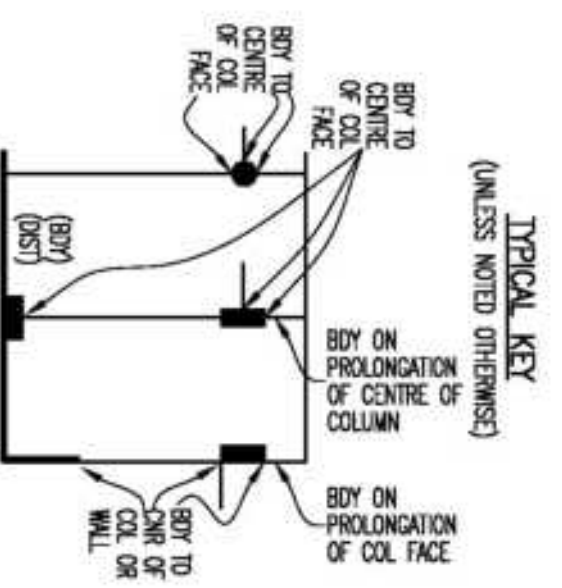
REGISTERED
30.6.2021

SP102081

BASEMENT LEVEL 1



- CS - CAR SPACE
- CP - COMMON PROPERTY
- MS - MOTORCYCLE SPACE
- S - STORAGE SPACE
- SCS - SMALL CAR SPACE



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SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

BASEMENT LEVEL 1

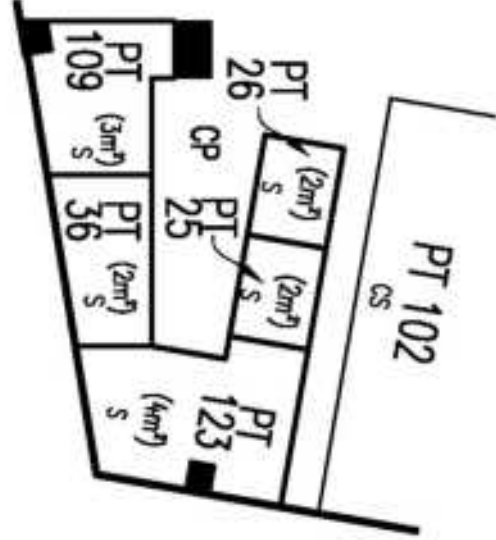


DIAGRAM 11
SCALE 1:100

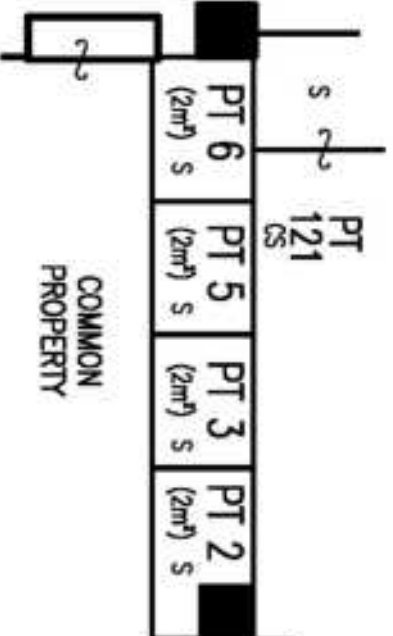


DIAGRAM 12
SCALE 1:80

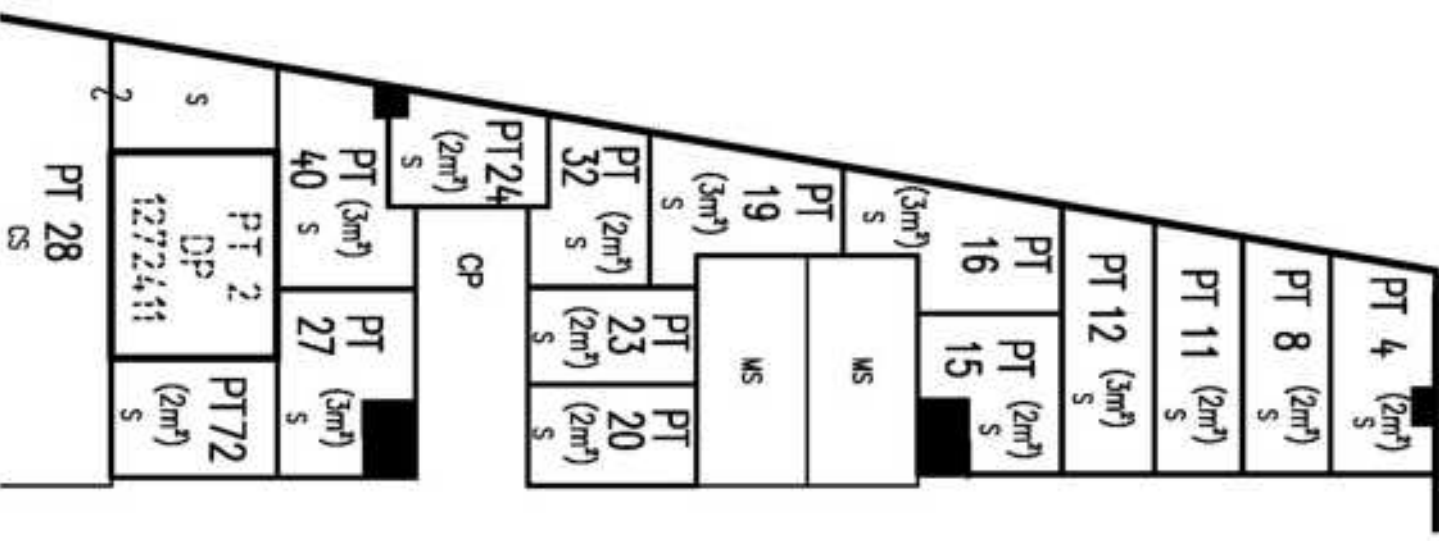


DIAGRAM 10
SCALE 1:80

- CS - CAR SPACE
- CP - COMMON PROPERTY
- MS - MOTORCYCLE SPACE
- S - STORAGE SPACE

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SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

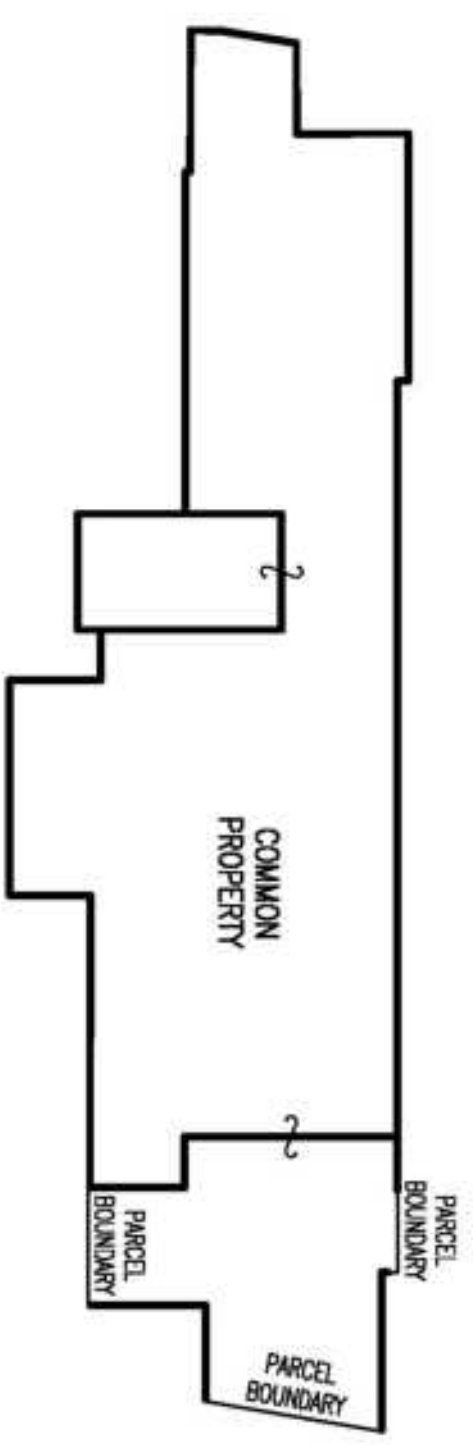
LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio:
Lengths are in metres.

REGISTERED
30.6.2021

SP102081

GROUND LEVEL

NOTE: THE WHOLE OF THIS LEVEL IS COMMON PROPERTY



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 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

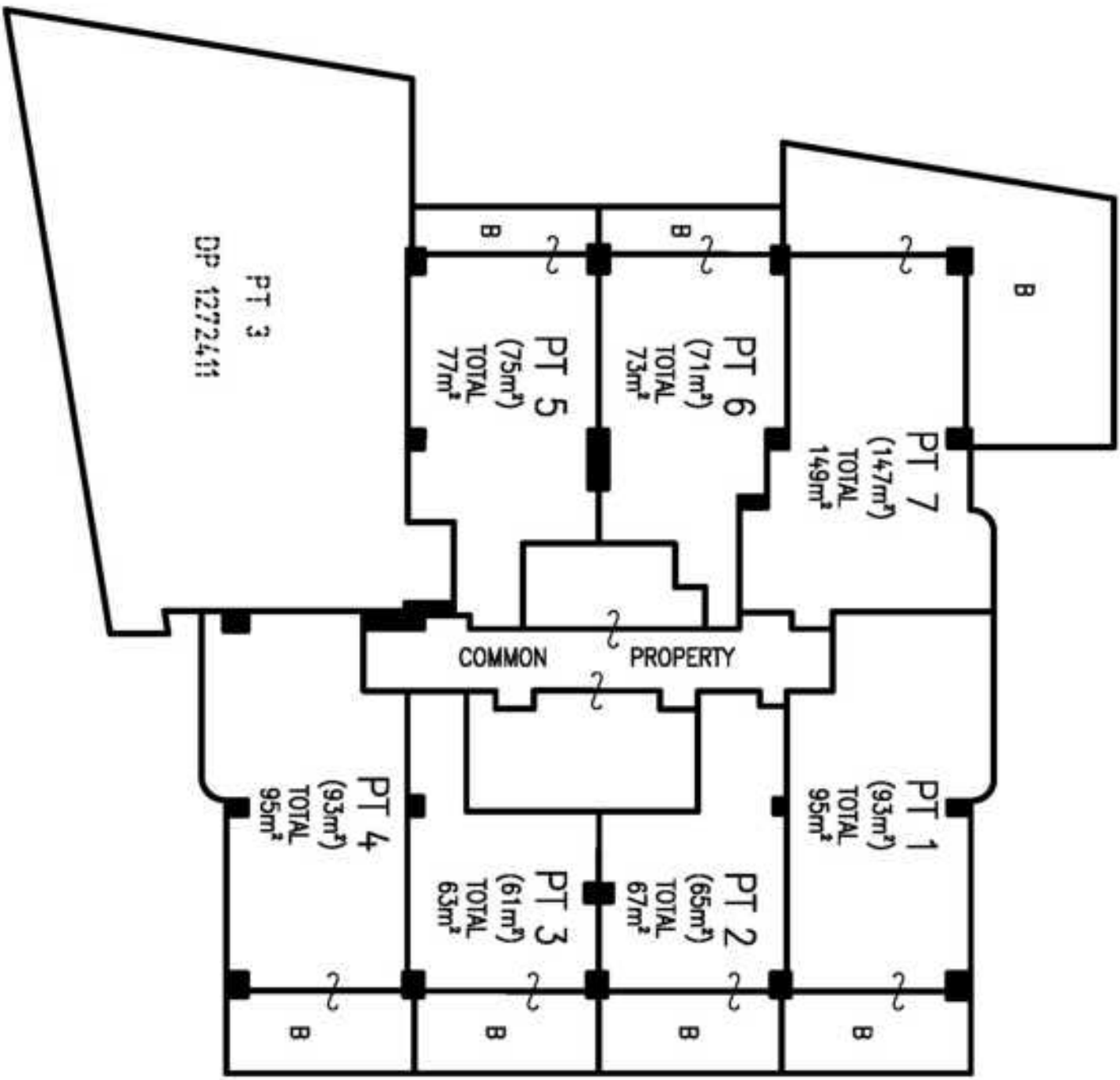
LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 1



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

B - BALCONY

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SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

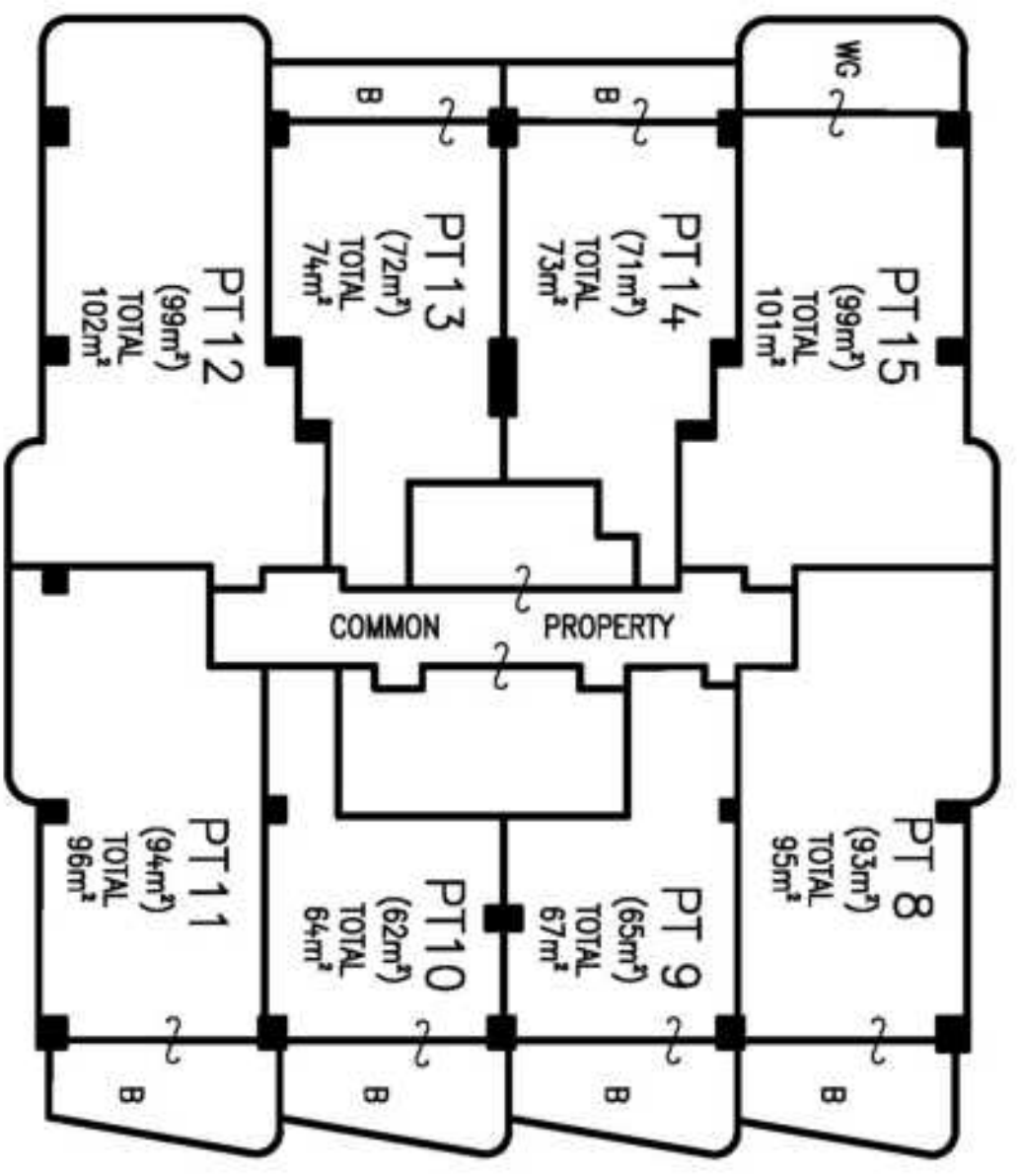
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: **NORTH SYDNEY**
Locality: **MILSONS POINT**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED
30.6.2021

SP102081

LEVEL 2



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

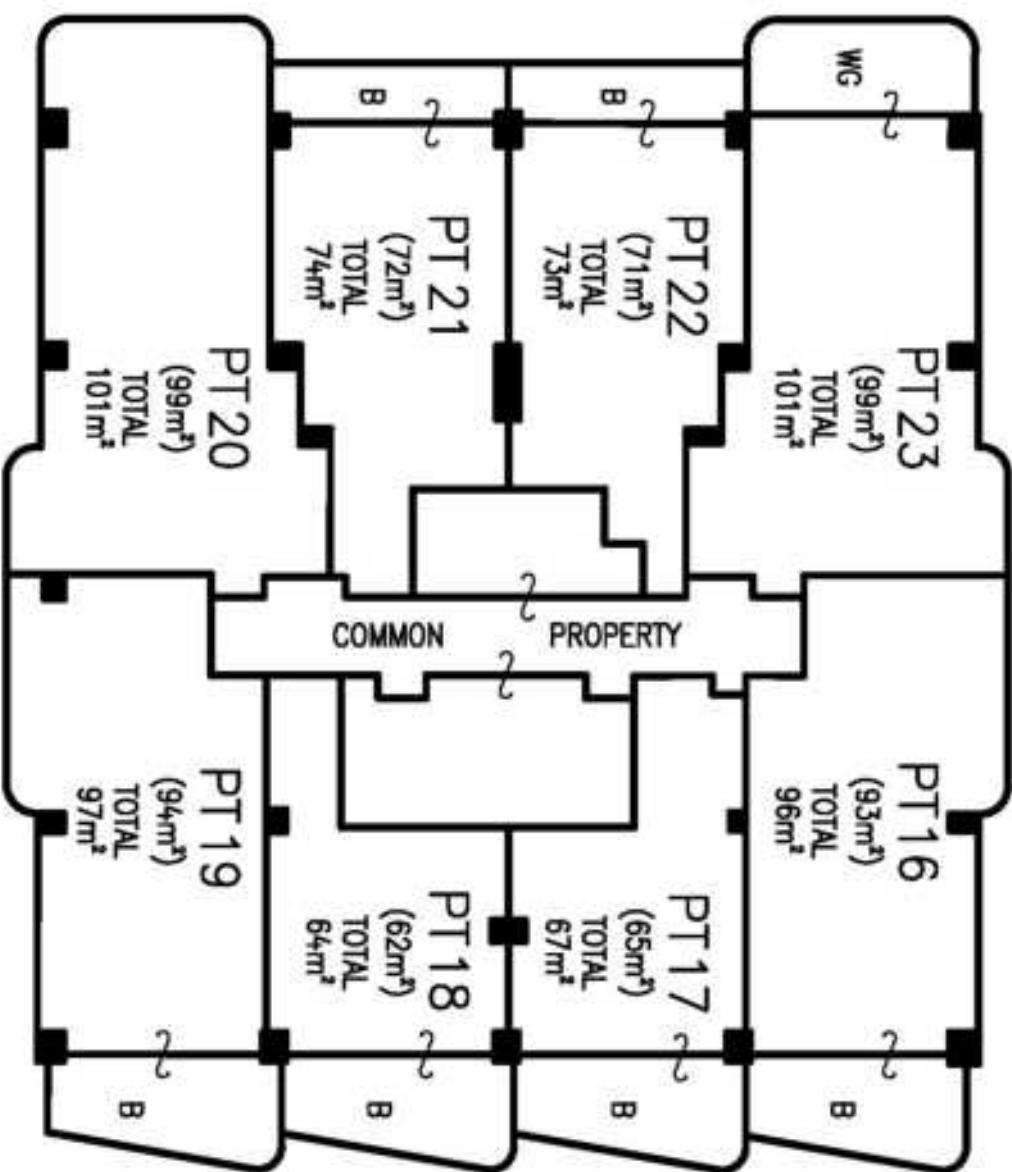
REGISTERED

 30.6.2021

SP102081

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LEVEL 3



B -- COVERED BALCONY
 WG -- ENCLOSED WINTER GARDEN

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SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

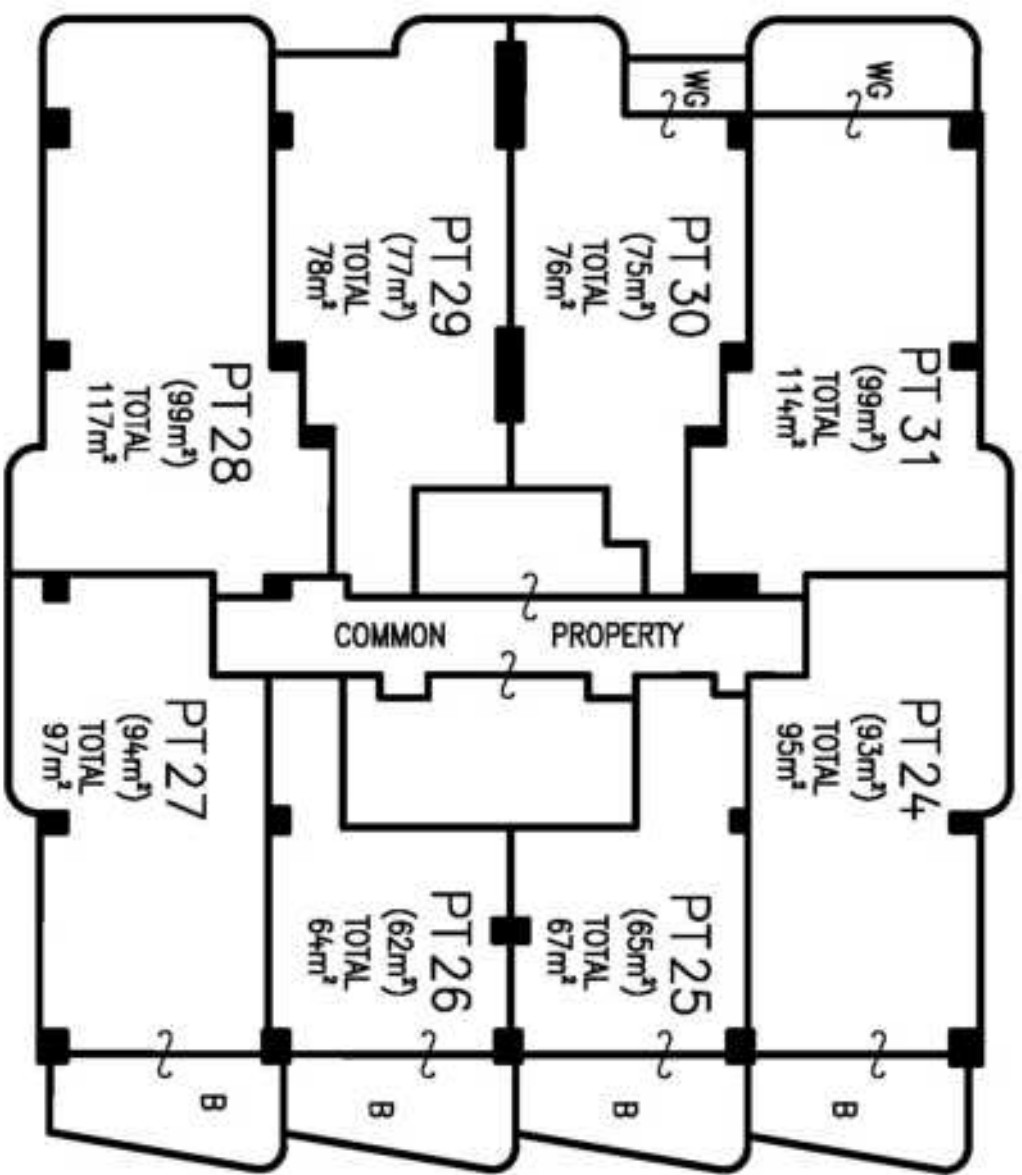
PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

LEVEL 4



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

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SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

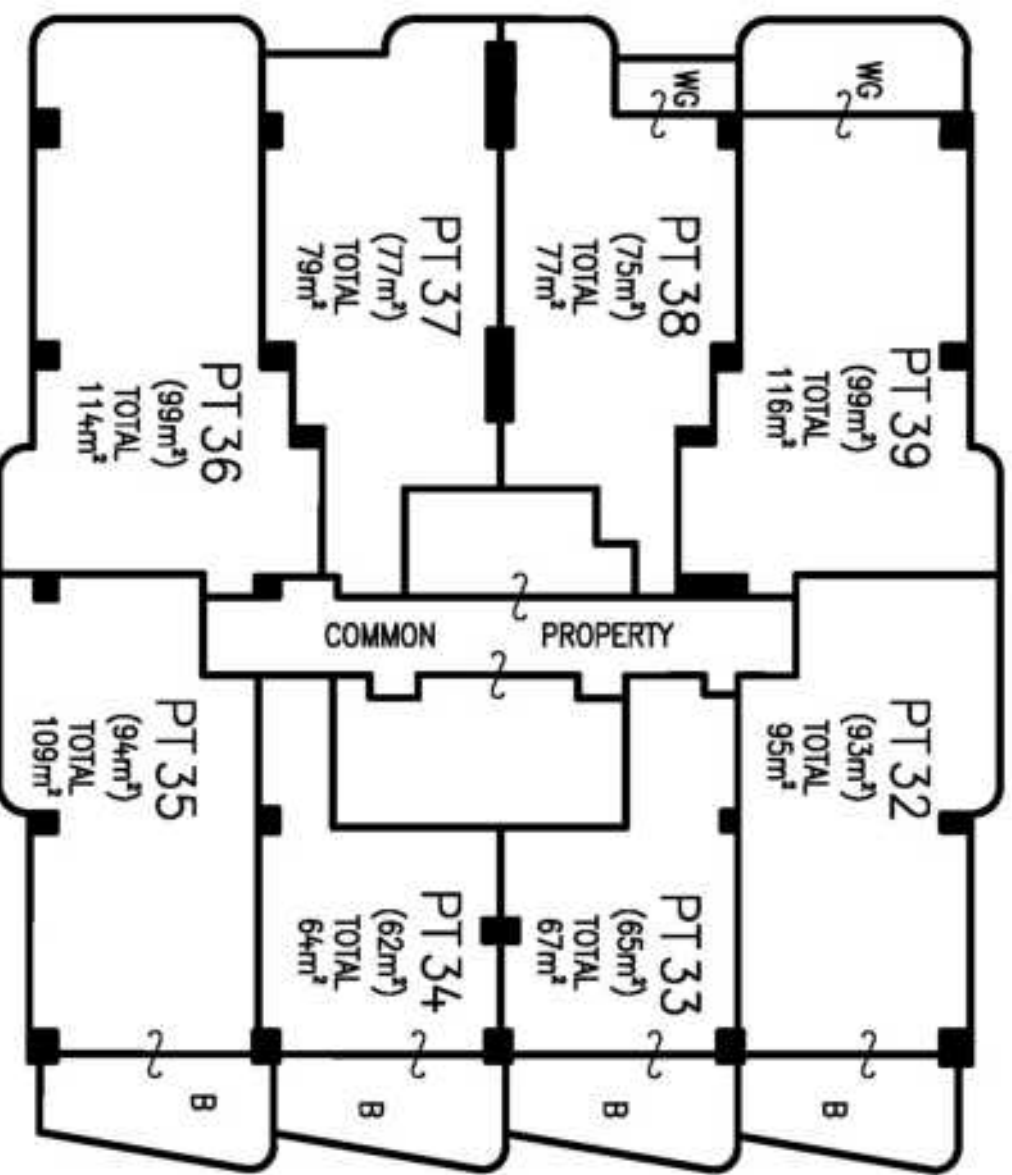
LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 5



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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B -- COVERED BALCONY
 WG -- ENCLOSED WINTER GARDEN

SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

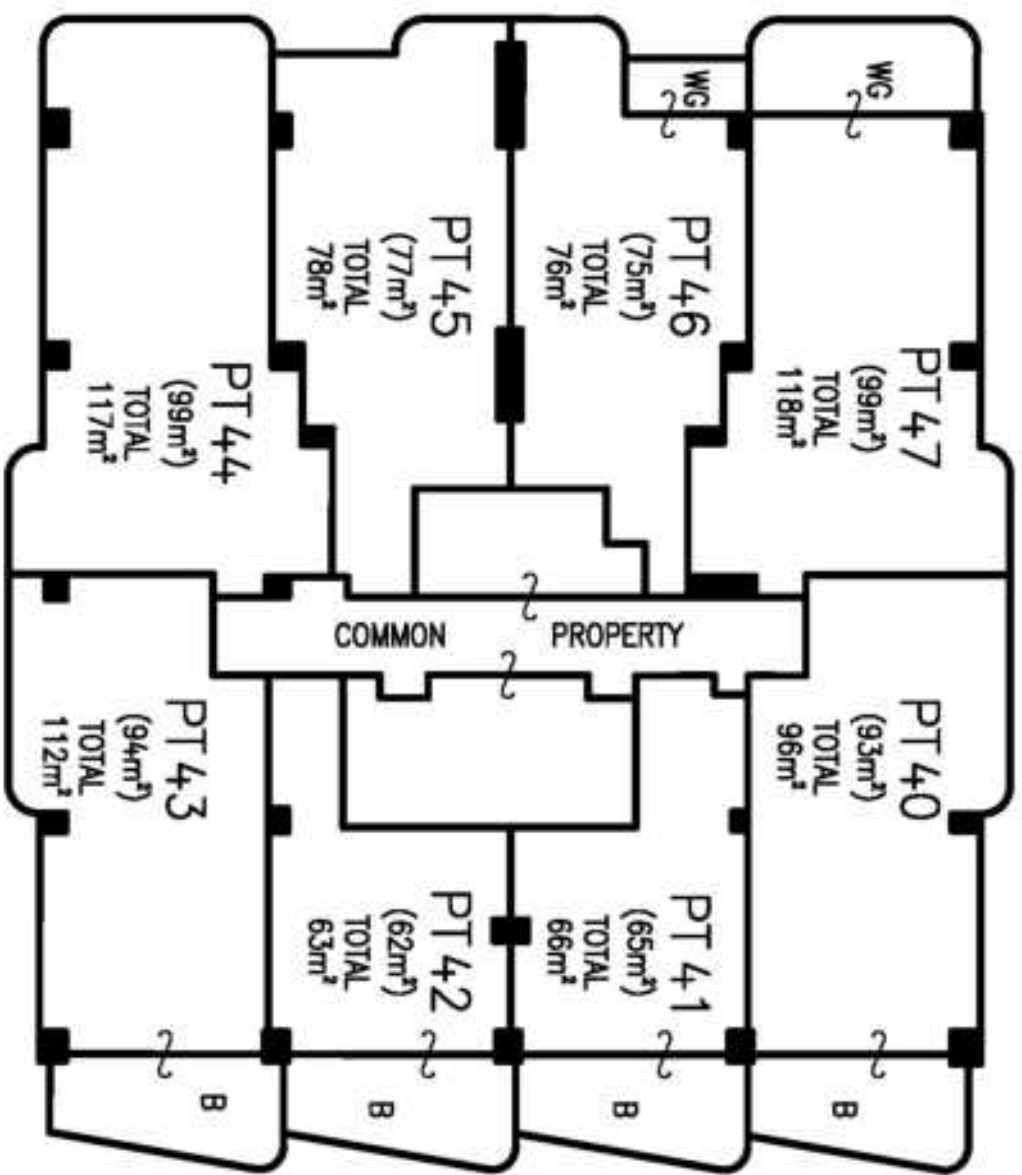
PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

LEVEL 6



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

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SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

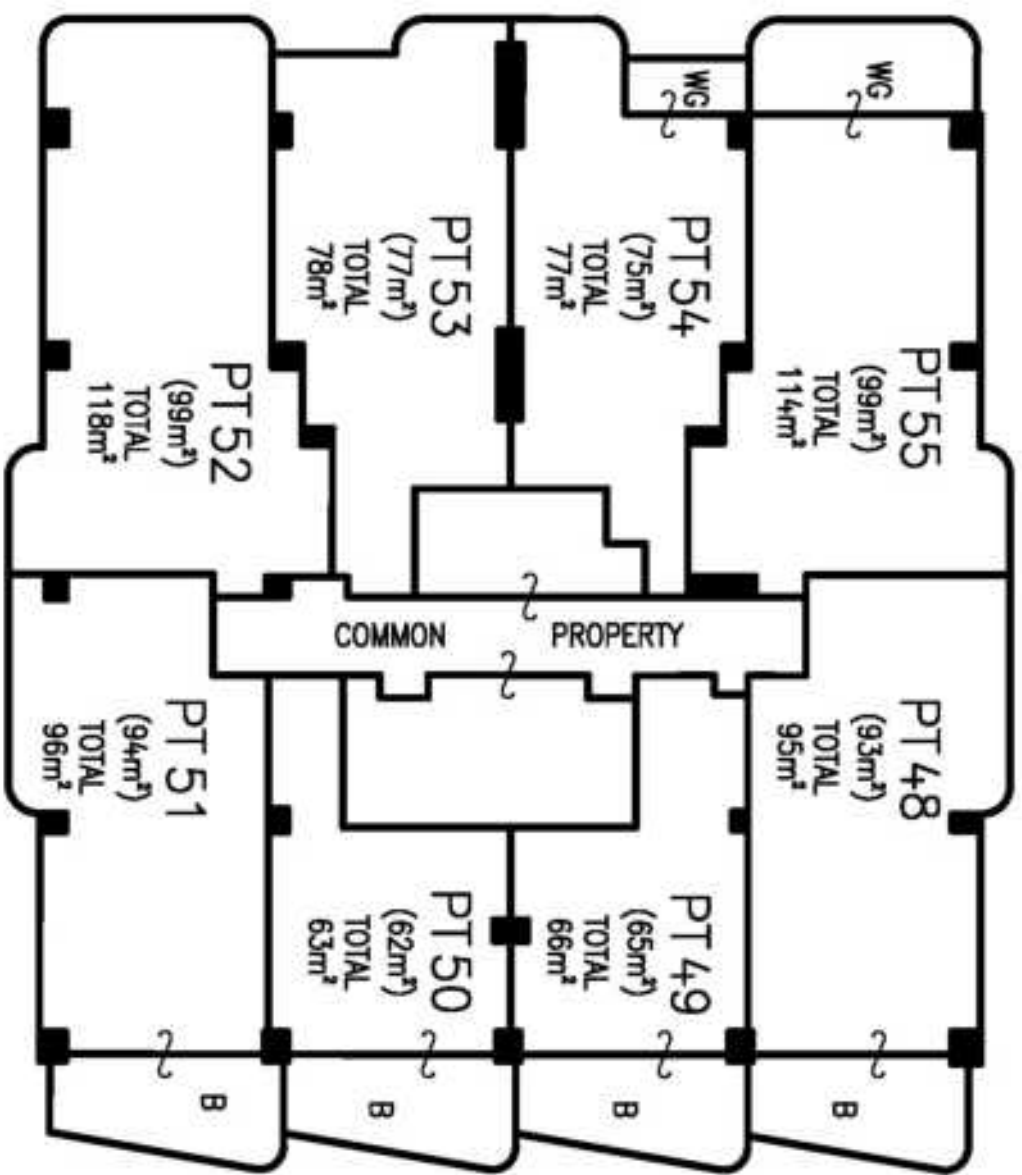
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

LEVEL 7



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

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SURVEYOR
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 Date: **03.05.2021**
 Reference: **170307 SP**

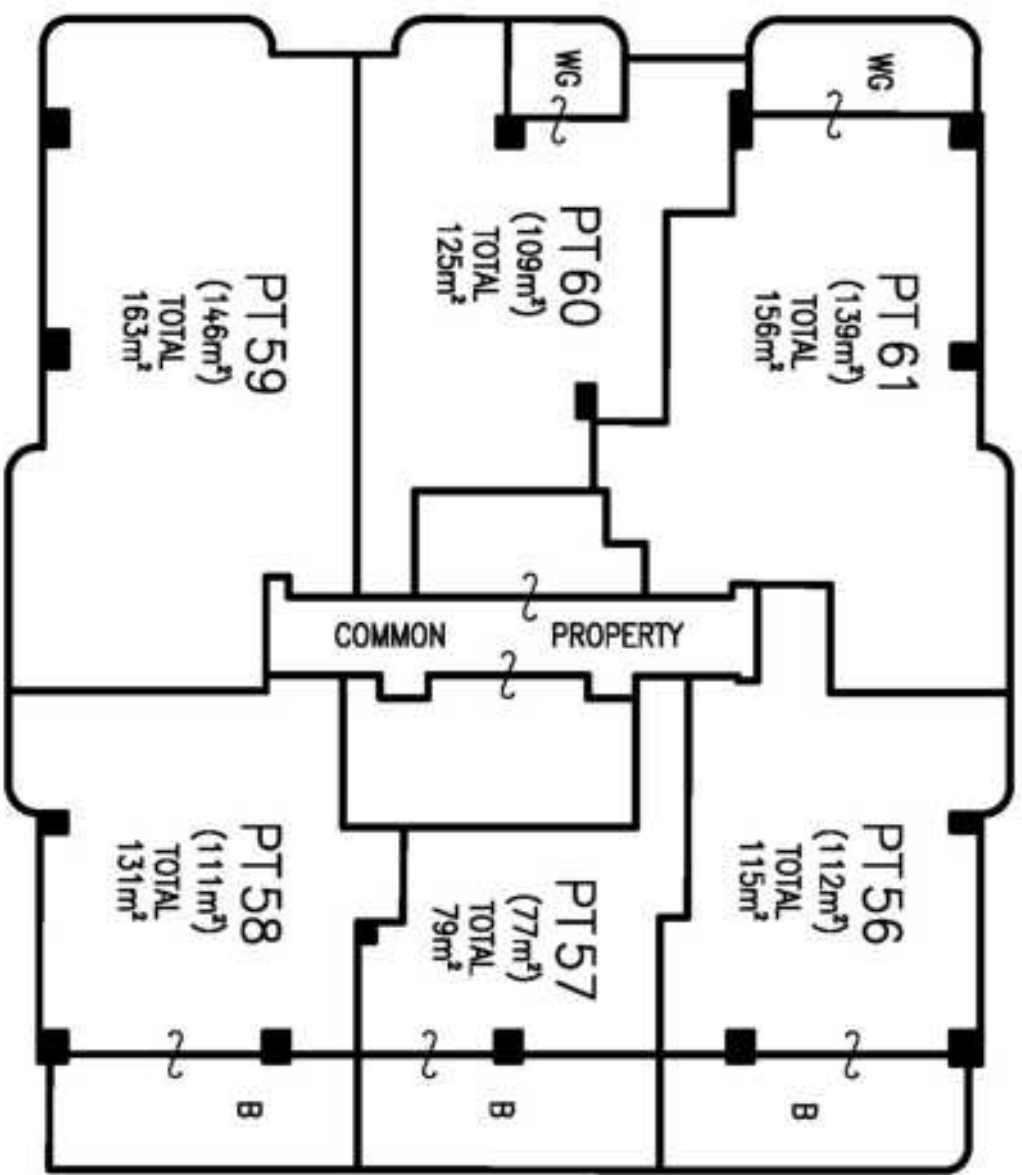
PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

LEVEL 8



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B -- BALCONY
 WG -- ENCLOSED WINTER GARDEN

SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

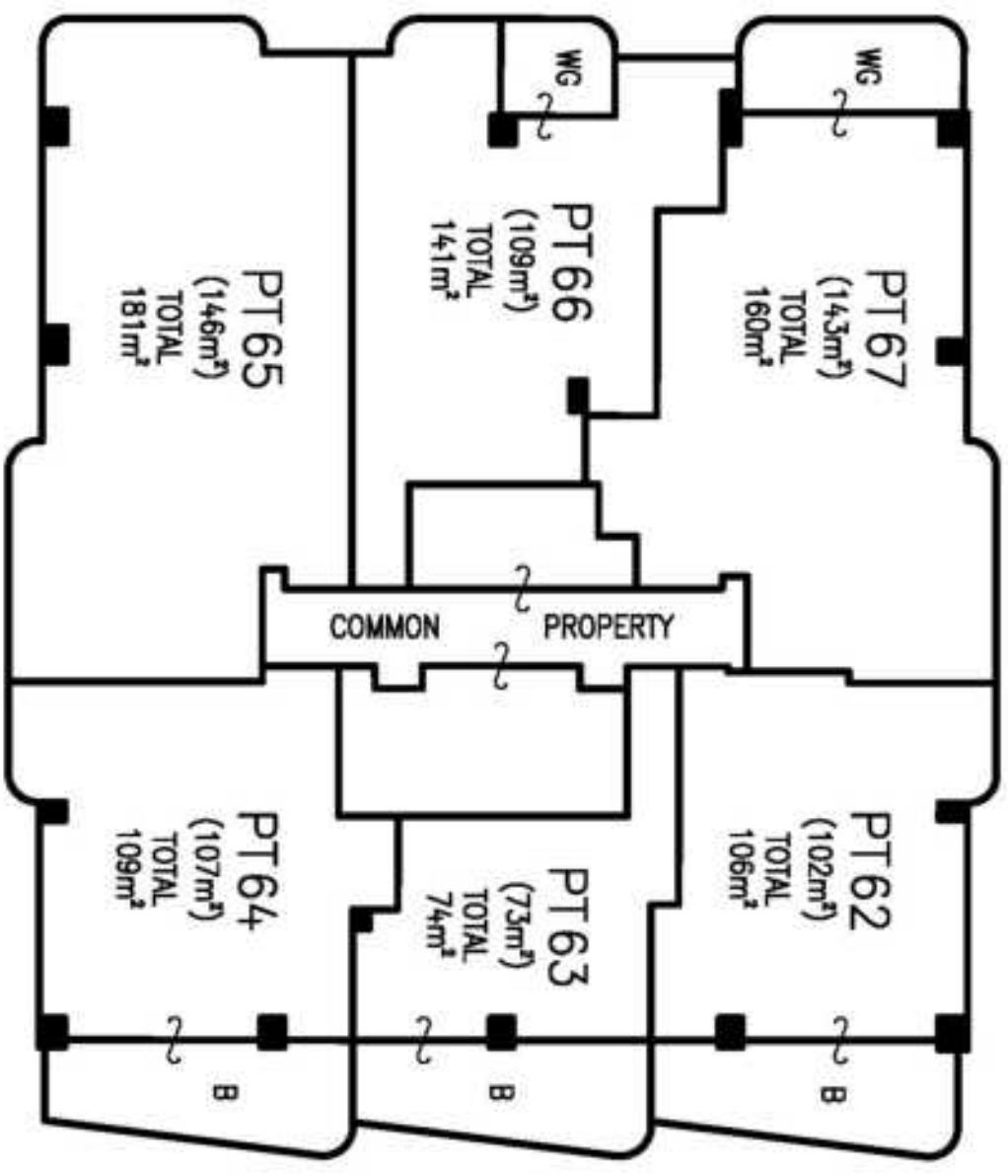
LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 9



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

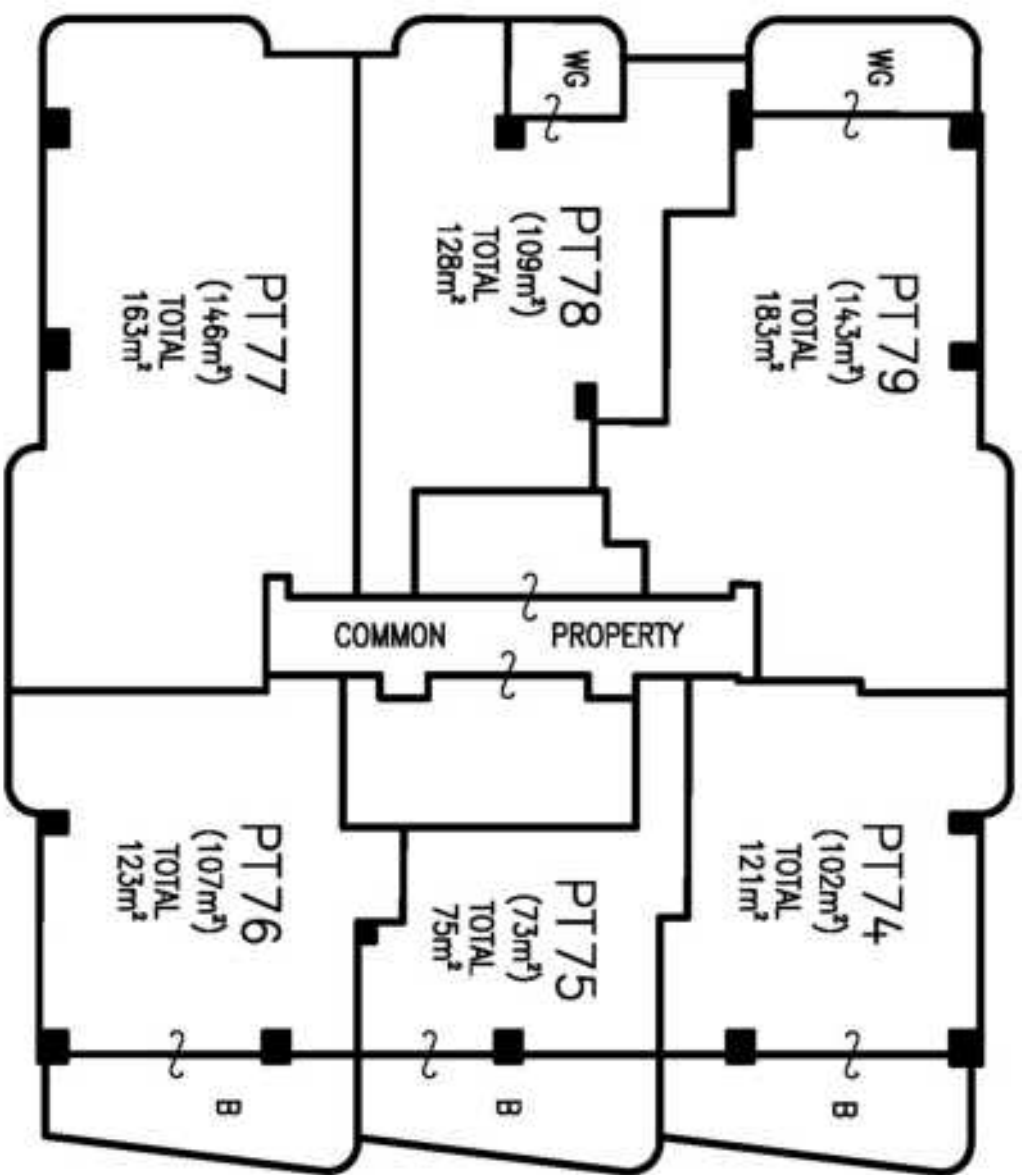
PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

LEVEL 11



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

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SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

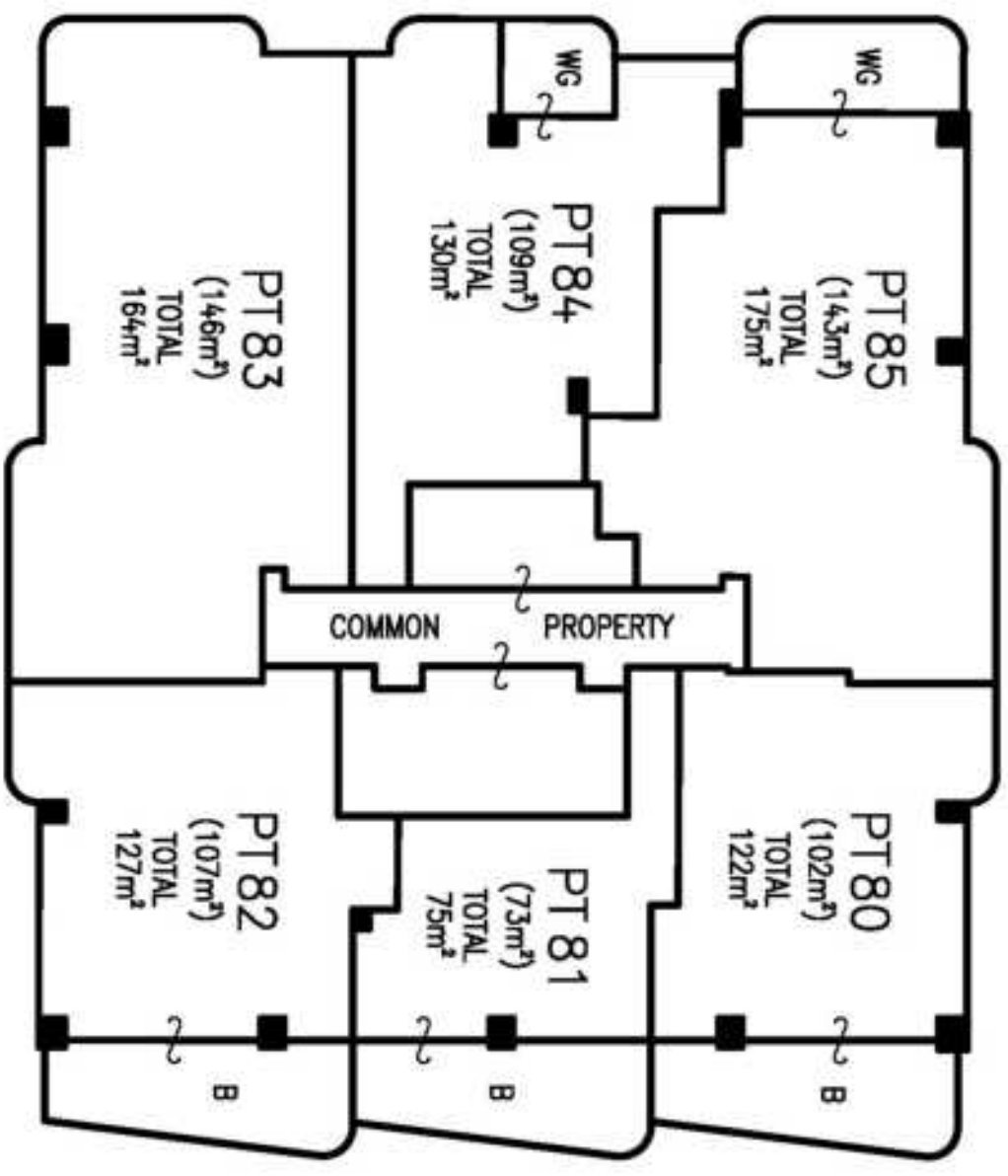
LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 12



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

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SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

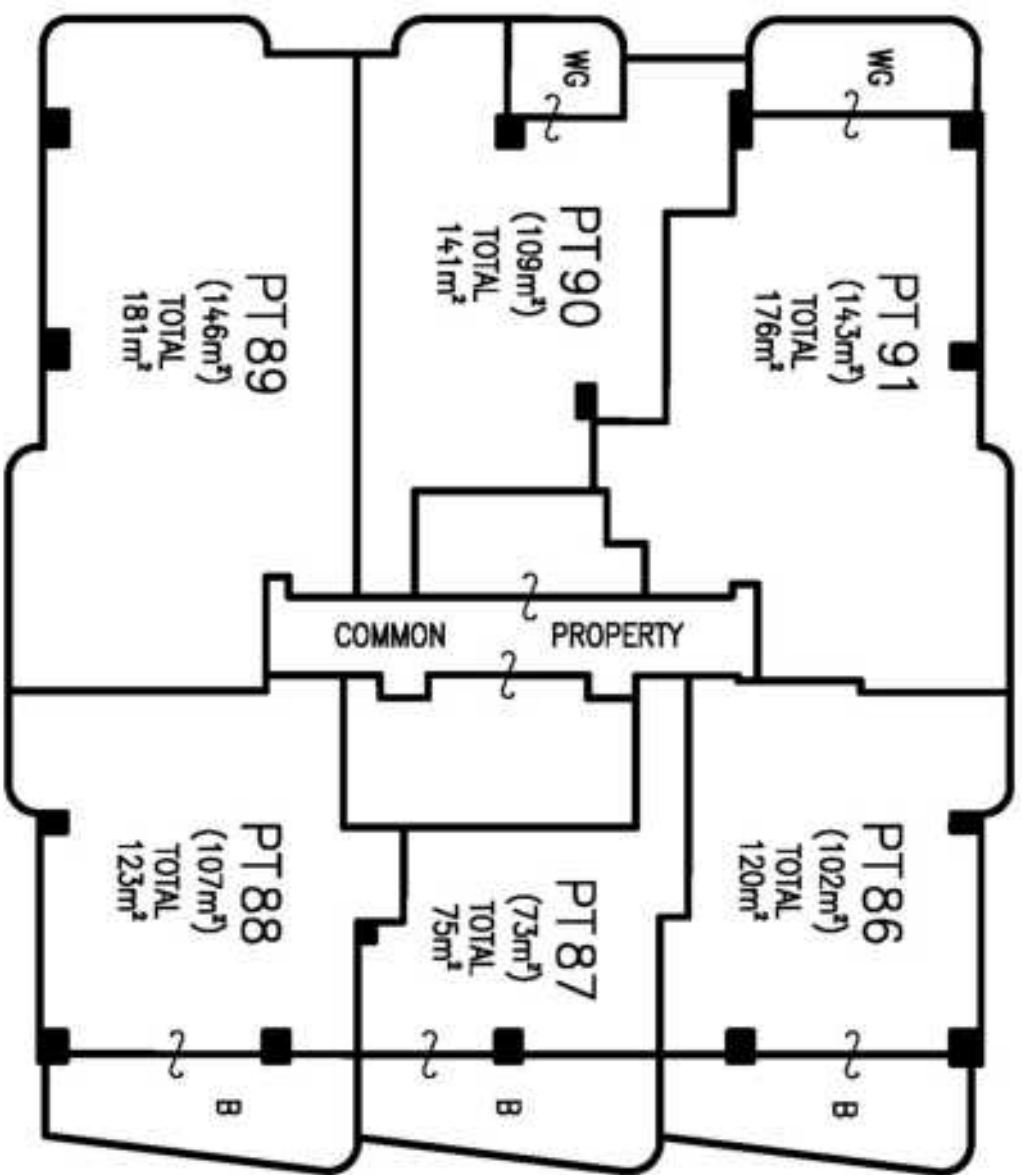
LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 13



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

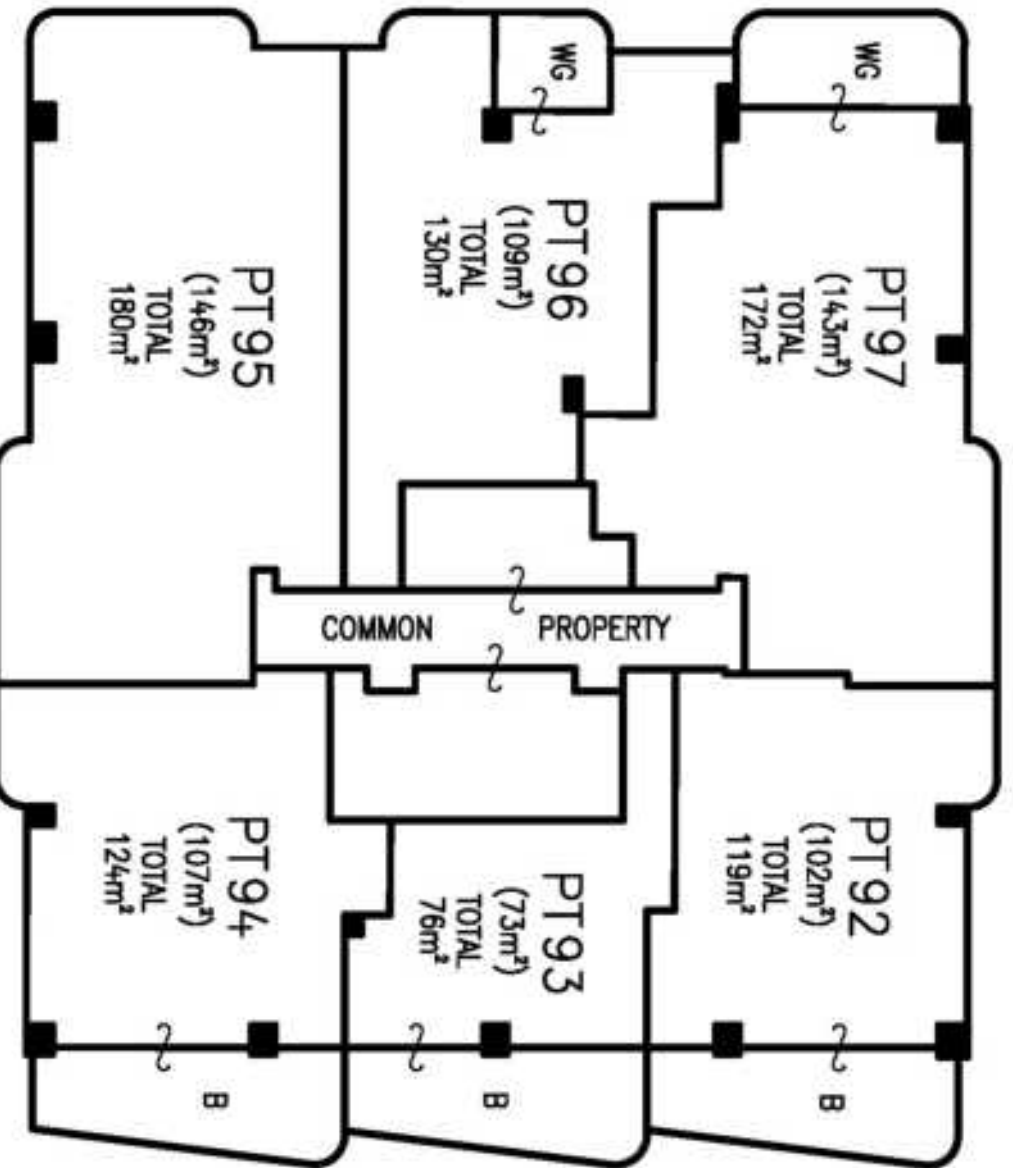
LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 14



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - COVERED BALCONY
WG - ENCLOSED WINTER GARDEN

SURVEYOR
Name: KARL ROBERTSON
Date: 03.05.2021
Reference: 170307 SP

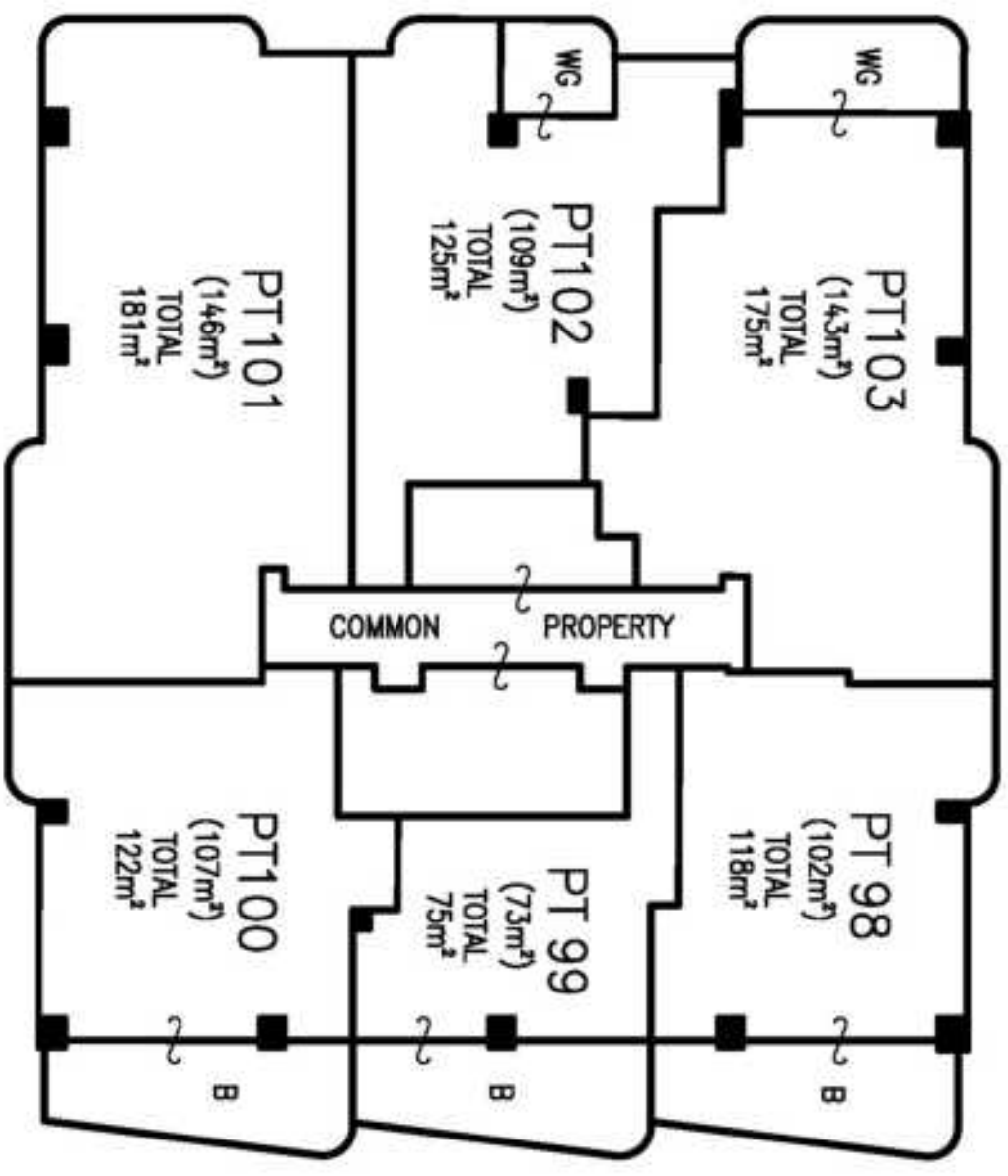
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30.6.2021

SP102081

LEVEL 15



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

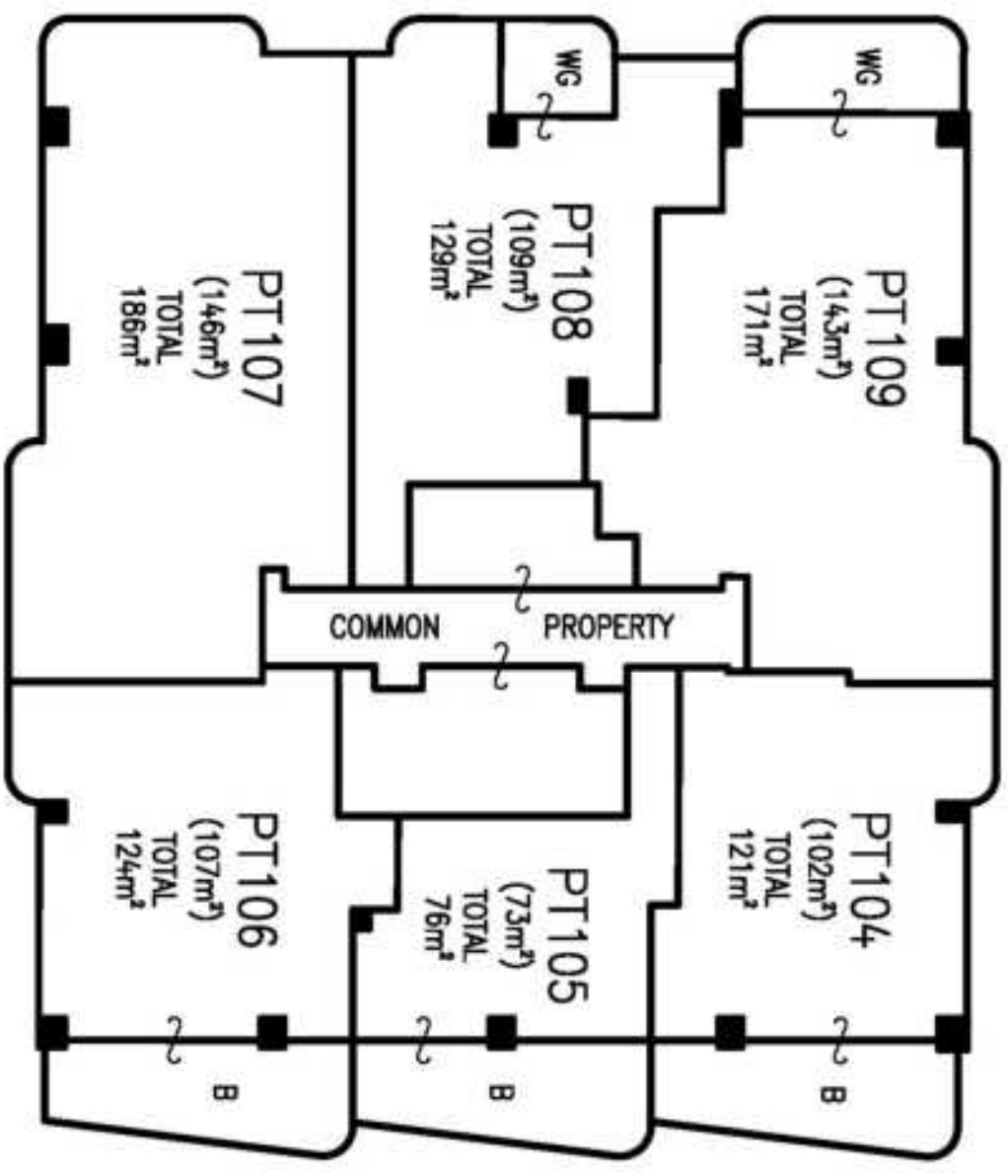
REGISTERED

 30.6.2021

SP102081

V:\99 MISCATION DATA\02 NSW\STRATA\KARLROBERTSON\170307\170307 4661 UNDERGR ST\170307 FINAL SP\170307 SP-SIG-35_109-17.dwg

LEVEL 16



B - COVERED BALCONY
WG - ENCLOSED WINTER GARDEN

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
Name: **KARL ROBERTSON**
Date: **03.05.2021**
Reference: **170307 SP**

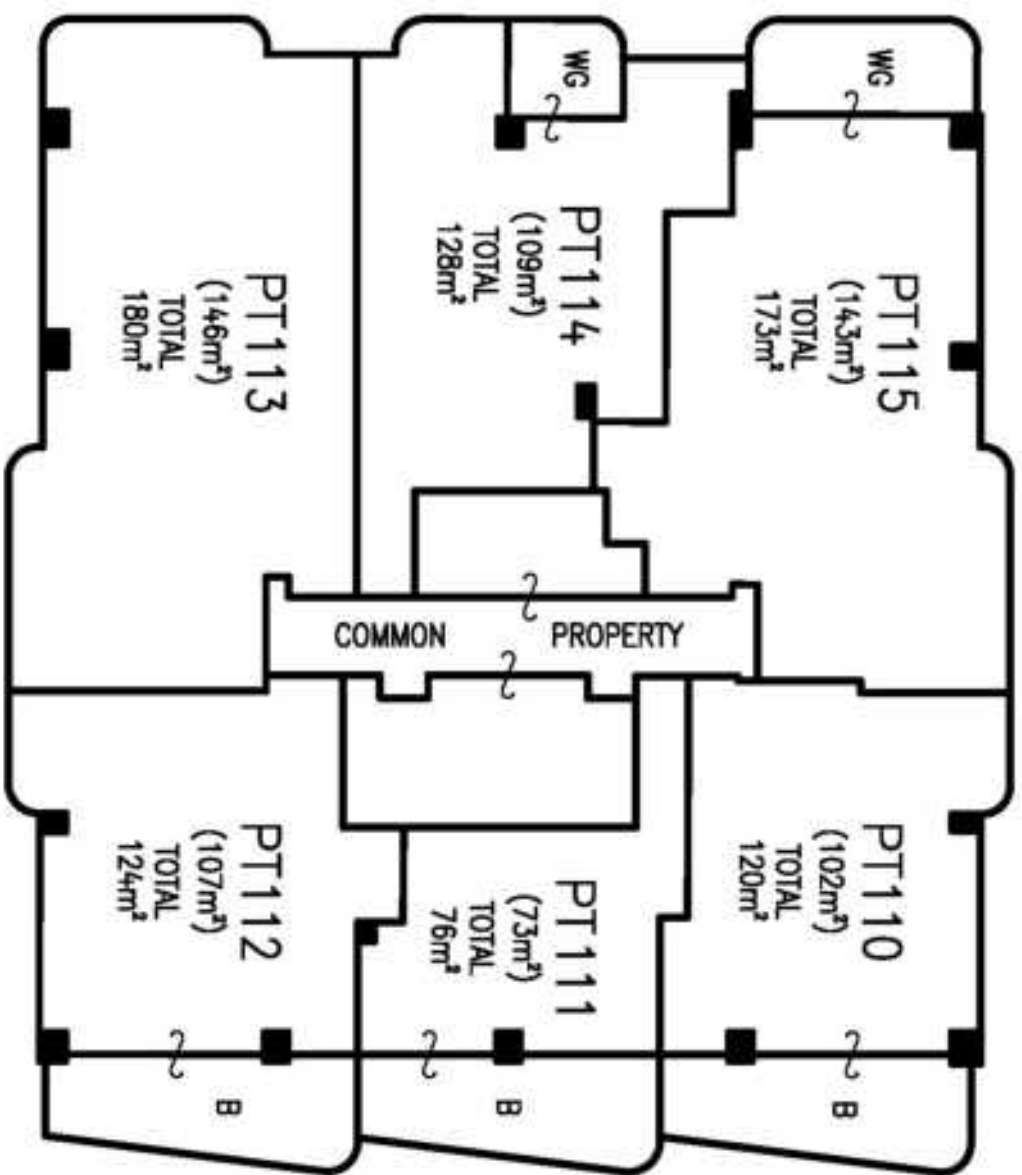
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1272411

LGA: **NORTH SYDNEY**
Locality: **MILSONS POINT**
Reduction Ratio: **1:200**
Lengths are in metres.

REGISTERED
30.6.2021

SP102081

LEVEL 17



B - COVERED BALCONY
 WG - ENCLOSED WINTER GARDEN

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

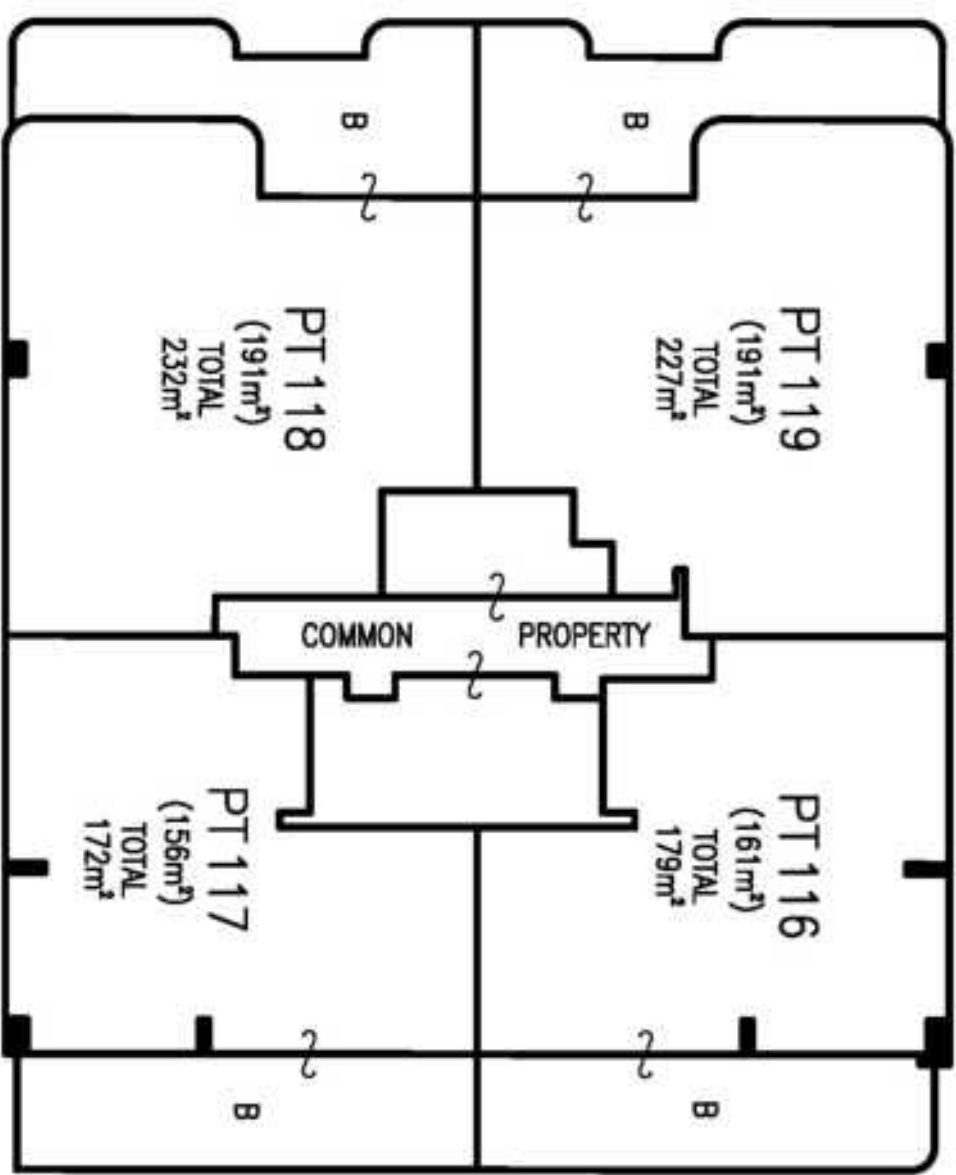
LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30.6.2021

SP102081

V:\99 MISC\ACTION DATA\02 NSW\STRATA\KARLROBERTSON\170307\170307 4661 UNDOCKED SW\170307 FINAL SP\170307 SP-SIG-35_109-17.dwg

LEVEL 18



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - COVERED BALCONY

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

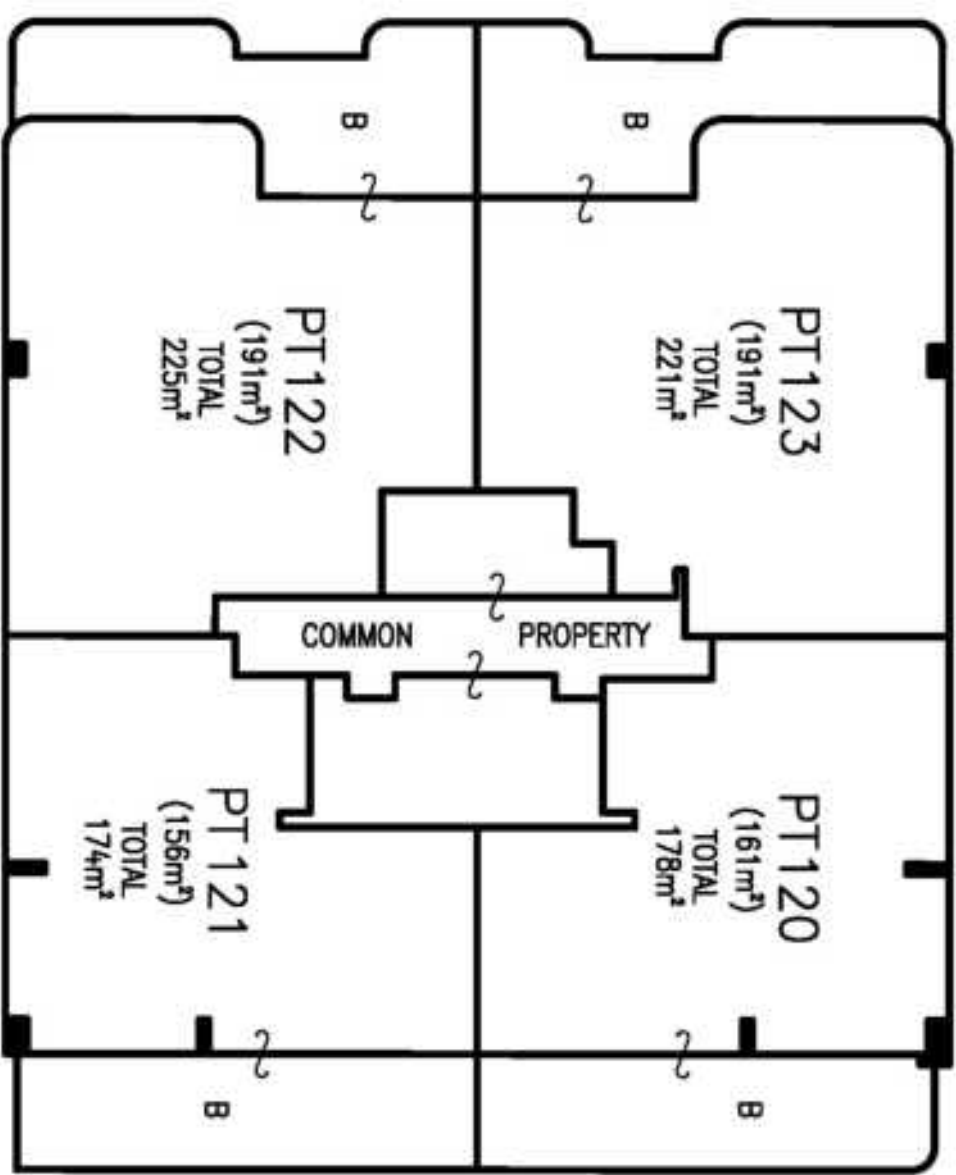
LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 19



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.05.2021
 Reference: 170307 SP

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

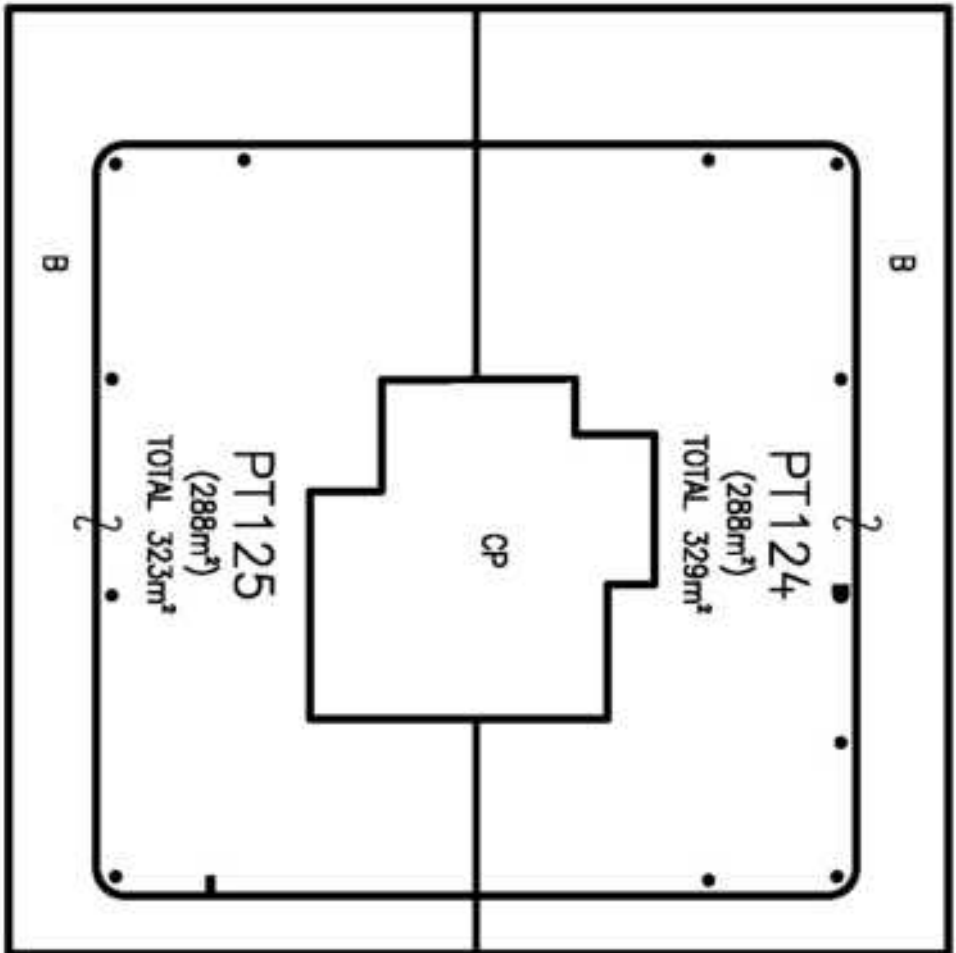
LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

LEVEL 20



THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3.2 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

B -- BALCONY
 CP -- DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
 Name: **KARL ROBERTSON**
 Date: **03.05.2021**
 Reference: **170307 SP**


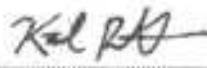
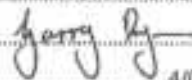
PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1272411

LGA: **NORTH SYDNEY**
 Locality: **MILSONS POINT**
 Reduction Ratio: **1:200**
 Lengths are in metres.

REGISTERED

 30.6.2021

SP102081

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 9 sheet(s)	
Office Use Only		Office Use Only		Office Use Only	
Registered:  30.6.2021		SP102081			
PLAN OF SUBDIVISION OF LOT 1 IN DP 1272411		LGA: NORTH SYDNEY Locality: MILSONS POINT Parish: WILLOUGHBY County: CUMBERLAND			
This is a *FREEHOLD/LEASEHOLD Strata Scheme					
Address for Service of Documents No. 61 LAVENDER STREET MILSONS POINT NSW 2061 Provide an Australian address including a postcode		The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with Keeping of animals - Option *A/B Smoke penetration - Option *A/B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan			
<p style="text-align: center;">Surveyor's Certificate</p> <p>I, <u>KARL ROBERTSON</u> of <u>Veris Australia Pty Ltd Suite F04 Level 6 45 Jones St Ultimo NSW 2007</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>The building encroaches on:</p> <p>*(a) a public space</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by *</p> <p>Signature: </p> <p>Date: <u>3/5/2021</u></p> <p>Surveyor ID: <u>7835</u></p> <p>Surveyor's Reference: <u>170307 SP</u></p> <p><small>* Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>		<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I, <u>GARRY RYAN</u>, being a Registered Certifier, registration number <u>BDC0585</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) * will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: <u>SY200113ST01</u></p> <p>Relevant Planning Approval No. <u>DA43/20</u></p> <p>Issued by: <u>NORTH SYDNEY COUNCIL</u></p> <p>Signature:  <small>Electronic signature issued by me Garry James Ryan on 4 June 2021</small></p> <p>Date: <u>4/06/2021</u></p> <p><small>* Insert lot numbers of proposed utility lots.</small></p>			
<small>* Strike through if inapplicable</small>					

SP FORM 3.07(2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 9 sheet(s)
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Office Use Only Registered: 30.6.2021	SP102081
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VALUER'S CERTIFICATE

I, JARROD WALTER MORGAN of m3p-property
 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:
 Professional Body: AUSTRALIAN PROPERTY INSTITUTE
 Class of membership: ASSOCIATE
 Membership number: 69875

certify that the unit entitlements shown in the schedule herewith were apportioned on 6/05/2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: [Signature] Date 27/05/2021
 * Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	
1	40	19	43	37	52	55	84	73	160	91	164	109	167	
2	28	20	43	38	54	56	51	74	58	92	64	110	68	
3	28	21	34	39	79	57	31	75	32	93	32	111	33	
4	41	22	34	40	44	58	57	76	61	94	67	112	71	
5	34	23	44	41	29	59	158	77	161	95	165	113	168	
6	33	24	42	42	29	60	91	78	95	96	101	114	105	
7	42	25	29	43	50	61	158	79	161	97	165	115	168	
8	41	26	29	44	82	62	50	80	60	98	64	116	97	
9	28	27	44	45	58	63	31	81	32	99	33	117	101	
10	28	28	77	46	60	64	53	82	63	100	68	118	188	
11	42	29	52	47	83	65	159	83	162	101	166	119	186	
12	42	30	53	48	44	66	96	84	97	102	102	120	99	
13	33	31	78	49	30	67	159	85	162	103	166	121	104	
14	33	32	43	50	30	88	57	86	61	104	68	122	189	
15	43	33	29	51	46	69	32	87	32	105	33	123	187	
16	42	34	29	52	83	70	60	88	64	106	71	124	237	
17	29	35	49	53	58	71	160	89	164	107	167	125	284	
18	29	36	78	54	60	72	95	90	103	108	105			
											AGGREGATE	10000		

Surveyors Reference: 170307 SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 9 sheet(s)
Registered: 30.6.2021	SP102081	


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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	N/A	N/A	N/A	N/A	MILSONS POINT
1	1.01	61	LAVENDER	STREET	MILSONS POINT
2	1.02	61	LAVENDER	STREET	MILSONS POINT
3	1.03	61	LAVENDER	STREET	MILSONS POINT
4	1.04	61	LAVENDER	STREET	MILSONS POINT
5	1.05	61	LAVENDER	STREET	MILSONS POINT
6	1.06	61	LAVENDER	STREET	MILSONS POINT
7	1.07	61	LAVENDER	STREET	MILSONS POINT
8	2.01	61	LAVENDER	STREET	MILSONS POINT
9	2.02	61	LAVENDER	STREET	MILSONS POINT
10	2.03	61	LAVENDER	STREET	MILSONS POINT
11	2.04	61	LAVENDER	STREET	MILSONS POINT
12	2.05	61	LAVENDER	STREET	MILSONS POINT
13	2.06	61	LAVENDER	STREET	MILSONS POINT
14	2.07	61	LAVENDER	STREET	MILSONS POINT
15	2.08	61	LAVENDER	STREET	MILSONS POINT
16	3.01	61	LAVENDER	STREET	MILSONS POINT
17	3.02	61	LAVENDER	STREET	MILSONS POINT
18	3.03	61	LAVENDER	STREET	MILSONS POINT
19	3.04	61	LAVENDER	STREET	MILSONS POINT
20	3.05	61	LAVENDER	STREET	MILSONS POINT
21	3.06	61	LAVENDER	STREET	MILSONS POINT
22	3.07	61	LAVENDER	STREET	MILSONS POINT
23	3.08	61	LAVENDER	STREET	MILSONS POINT
24	4.01	61	LAVENDER	STREET	MILSONS POINT
25	4.02	61	LAVENDER	STREET	MILSONS POINT
26	4.03	61	LAVENDER	STREET	MILSONS POINT

CONTINUED ON SHEET 4

Surveyors Reference:170307 SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 9 sheet(s)
Registered:  30.6.2021	SP102081	


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

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- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see section 22 Strata Schemes Development Act 2015

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
27	4.04	61	LAVENDER	STREET	MILSONS POINT
28	4.05	61	LAVENDER	STREET	MILSONS POINT
29	4.06	61	LAVENDER	STREET	MILSONS POINT
30	4.07	61	LAVENDER	STREET	MILSONS POINT
31	4.08	61	LAVENDER	STREET	MILSONS POINT
32	5.01	61	LAVENDER	STREET	MILSONS POINT
33	5.02	61	LAVENDER	STREET	MILSONS POINT
34	5.03	61	LAVENDER	STREET	MILSONS POINT
35	5.04	61	LAVENDER	STREET	MILSONS POINT
36	5.05	61	LAVENDER	STREET	MILSONS POINT
37	5.06	61	LAVENDER	STREET	MILSONS POINT
38	5.07	61	LAVENDER	STREET	MILSONS POINT
39	5.08	61	LAVENDER	STREET	MILSONS POINT
40	6.01	61	LAVENDER	STREET	MILSONS POINT
41	6.02	61	LAVENDER	STREET	MILSONS POINT
42	6.03	61	LAVENDER	STREET	MILSONS POINT
43	6.04	61	LAVENDER	STREET	MILSONS POINT
44	6.05	61	LAVENDER	STREET	MILSONS POINT
45	6.06	61	LAVENDER	STREET	MILSONS POINT
46	6.07	61	LAVENDER	STREET	MILSONS POINT
47	6.08	61	LAVENDER	STREET	MILSONS POINT
48	7.01	61	LAVENDER	STREET	MILSONS POINT
49	7.02	61	LAVENDER	STREET	MILSONS POINT
50	7.03	61	LAVENDER	STREET	MILSONS POINT
51	7.04	61	LAVENDER	STREET	MILSONS POINT
52	7.05	61	LAVENDER	STREET	MILSONS POINT
53	7.06	61	LAVENDER	STREET	MILSONS POINT
54	7.07	61	LAVENDER	STREET	MILSONS POINT

CONTINUED ON SHEET 5

Surveyors Reference:170307 SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 9 sheet(s)
Registered:  30.6.2021	SP102081	


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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see section 22 Strata Schemes Development Act 2015

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
55	7.08	61	LAVENDER	STREET	MILSONS POINT
56	8.01	61	LAVENDER	STREET	MILSONS POINT
57	8.02	61	LAVENDER	STREET	MILSONS POINT
58	8.03	61	LAVENDER	STREET	MILSONS POINT
59	8.04	61	LAVENDER	STREET	MILSONS POINT
60	8.05	61	LAVENDER	STREET	MILSONS POINT
61	8.06	61	LAVENDER	STREET	MILSONS POINT
62	9.01	61	LAVENDER	STREET	MILSONS POINT
63	9.02	61	LAVENDER	STREET	MILSONS POINT
64	9.03	61	LAVENDER	STREET	MILSONS POINT
65	9.04	61	LAVENDER	STREET	MILSONS POINT
66	9.05	61	LAVENDER	STREET	MILSONS POINT
67	9.06	61	LAVENDER	STREET	MILSONS POINT
68	10.01	61	LAVENDER	STREET	MILSONS POINT
69	10.02	61	LAVENDER	STREET	MILSONS POINT
70	10.03	61	LAVENDER	STREET	MILSONS POINT
71	10.04	61	LAVENDER	STREET	MILSONS POINT
72	10.05	61	LAVENDER	STREET	MILSONS POINT
73	10.06	61	LAVENDER	STREET	MILSONS POINT
74	11.01	61	LAVENDER	STREET	MILSONS POINT
75	11.02	61	LAVENDER	STREET	MILSONS POINT
76	11.03	61	LAVENDER	STREET	MILSONS POINT
77	11.04	61	LAVENDER	STREET	MILSONS POINT
78	11.05	61	LAVENDER	STREET	MILSONS POINT
79	11.06	61	LAVENDER	STREET	MILSONS POINT
80	12.01	61	LAVENDER	STREET	MILSONS POINT
81	12.02	61	LAVENDER	STREET	MILSONS POINT
82	12.03	61	LAVENDER	STREET	MILSONS POINT

CONTINUED ON SHEET 6

Surveyors Reference:170307 SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 9 sheet(s)
Registered:  30.6.2021	SP102081	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see section 22 Strata Schemes Development Act 2015

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
83	12.04	61	LAVENDER	STREET	MILSONS POINT
84	12.05	61	LAVENDER	STREET	MILSONS POINT
85	12.06	61	LAVENDER	STREET	MILSONS POINT
86	13.01	61	LAVENDER	STREET	MILSONS POINT
87	13.02	61	LAVENDER	STREET	MILSONS POINT
88	13.03	61	LAVENDER	STREET	MILSONS POINT
89	13.04	61	LAVENDER	STREET	MILSONS POINT
90	13.05	61	LAVENDER	STREET	MILSONS POINT
91	13.06	61	LAVENDER	STREET	MILSONS POINT
92	14.01	61	LAVENDER	STREET	MILSONS POINT
93	14.02	61	LAVENDER	STREET	MILSONS POINT
94	14.03	61	LAVENDER	STREET	MILSONS POINT
95	14.04	61	LAVENDER	STREET	MILSONS POINT
96	14.05	61	LAVENDER	STREET	MILSONS POINT
97	14.06	61	LAVENDER	STREET	MILSONS POINT
98	15.01	61	LAVENDER	STREET	MILSONS POINT
99	15.02	61	LAVENDER	STREET	MILSONS POINT
100	15.03	61	LAVENDER	STREET	MILSONS POINT
101	15.04	61	LAVENDER	STREET	MILSONS POINT
102	15.05	61	LAVENDER	STREET	MILSONS POINT
103	15.06	61	LAVENDER	STREET	MILSONS POINT
104	16.01	61	LAVENDER	STREET	MILSONS POINT
105	16.02	61	LAVENDER	STREET	MILSONS POINT
106	16.03	61	LAVENDER	STREET	MILSONS POINT
107	16.04	61	LAVENDER	STREET	MILSONS POINT
108	16.05	61	LAVENDER	STREET	MILSONS POINT
109	16.06	61	LAVENDER	STREET	MILSONS POINT
110	17.01	61	LAVENDER	STREET	MILSONS POINT

CONTINUED ON SHEET 6

Surveyors Reference:170307 SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 9 sheet(s)
Registered:  30.6.2021	SP102081	




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


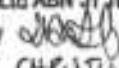

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see section 22 Strata Schemes Development Act 2015


LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
111	17.02	61	LAVENDER	STREET	MILSONS POINT
112	17.03	61	LAVENDER	STREET	MILSONS POINT
113	17.04	61	LAVENDER	STREET	MILSONS POINT
114	17.05	61	LAVENDER	STREET	MILSONS POINT
115	17.06	61	LAVENDER	STREET	MILSONS POINT
116	18.01	61	LAVENDER	STREET	MILSONS POINT
117	18.02	61	LAVENDER	STREET	MILSONS POINT
118	18.03	61	LAVENDER	STREET	MILSONS POINT
119	18.04	61	LAVENDER	STREET	MILSONS POINT
120	19.01	61	LAVENDER	STREET	MILSONS POINT
121	19.02	61	LAVENDER	STREET	MILSONS POINT
122	19.03	61	LAVENDER	STREET	MILSONS POINT
123	19.04	61	LAVENDER	STREET	MILSONS POINT
124	20.01	61	LAVENDER	STREET	MILSONS POINT
125	20.02	61	LAVENDER	STREET	MILSONS POINT

THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 9 sheet(s)
Registered:  30.6.2021	Office Use Only SP102081	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see section 22 Strata Schemes Development Act 2015		
<p>EXECUTED BY AQUALAND NORTH SYDNEY LAVENDER DEVELOPMENT PTY LTD ACN 613 625 577 SIGNED BY ATTORNEY SHANGJIN LIN UNDER REGISTERED POWER OF ATTORNEY BOOK 4731 No 9 DATED 22/08/2017</p> <p>THE ATTORNEY HEREBY DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE THE POWER OF ATTORNEY HAS NOT BEEN REVOKED AT THE TIME OF EXECUTION</p> <p>X  SIGNED ATTORNEY SHANGJIN LIN</p> <p>X  SIGNED WITNESS WITNESS NAME: Nolan Qin WITNESS ADDRESS: Level 47, Tower 1 100 Barangaroo Avenue Barangaroo NSW 2000</p>		
Surveyors Reference:170307 SP		

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Registered:  30.6.2021	Office Use Only	Office Use Only SP102081
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see section 22 Strata Schemes Development Act 2015		
<p>_____</p> <p>_____</p> <p>Signed, sealed and delivered for and on behalf of Tasovac Pty Ltd ABN 51 308 013 467 by its attorney  (print name) <u>CHESTINA CHOY</u> registered Book 4669 No 627 under Power of Attorney dated 28 May 2014, and who declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of _____ (print name)  MATT TAYLOR</p> <p>Witness Address: 255 George Street, Sydney NSW 2000</p>		
Surveyors Reference:170307 SP		

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Instrument setting out details of by-laws to be created upon registration of a strata plan

The by-laws to be created and their details are listed on page 2 and following

Strata By-Laws


Blue Apartments

61 Lavender Street, Milsons Point

SP102081


大成 DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia
T +61 2 9931 4999
F +61 2 9931 4888
Ref PYB 39018614

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By-Laws for Blue Apartments

1. About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Building and the various components of Blue. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) insurance requirements.

2.2 Who must comply with the Strata Management Statement


You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement

You should contact the Strata Manager if you would like a copy of the Strata Management Statement, at your cost.

2.4 Building Management Committee

- (a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of Blue. The Owners Corporation is a member of the Building Management Committee.
- (b) The Strata Committee is authorised to appoint a representative to represent and vote for the Owners Corporation at meetings of the Building Management

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Committee. That representative may be a member of the Strata Committee. If the Strata Committee does not appoint a representative, the Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

2.6 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

3. Common Property Rights By-Laws

3.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, 'you' means an Owner who has the benefit of a Common Property Rights By-Law.


3.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

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3.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.8 Additional insurances


In addition to your obligations under by-law 23 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

4. Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property or any other Apartment; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or

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- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

4.2 Complying with the law

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

- (a) your Apartment; and
- (b) the use of your Apartment; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

5. You are responsible for others

5.1 What are your obligations?

You must:


- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave the Building if they do not comply with the by-laws or the Strata Management Statement; and
- (c) take reasonable care about who you invite into the Building or Blue; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building or Blue.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Apartment

If you lease or license your Apartment, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

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6. Your obligations

6.1 Strata Management Statement

You must comply with the provisions of the Strata Management Statement in addition to these By-Laws.

6.2 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.3 When you will need consent from the Building Management Committee


Subject to your rights under the by-laws, you must have consent from the Building Management Committee to:

- (a) carry out Building Works which will affect Shared Facilities or the external appearance of Blue;
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Blue; or
- (d) install an intruder alarm with an audible signal; or
- (e) attach or hang an aerial, satellite dish or wires outside your Apartment or the Building.

6.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works; or

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- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- (d) install an intruder alarm with an audible signal;
- (e) attach or hang an aerial, satellite dish or wires outside your Apartment or the Building; or
- (f) store anything in your car space (other than a vehicle).

6.5 Floor coverings

If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

6.6 Changing floor coverings

- (a) You must ensure that all floor space within your Lot complies with the acoustic conditions for floors as set out in the Development Approval.
- (b) You must not, without the prior consent from the Owners Corporation, change, remove or interfere with floor coverings in your Apartment or change, remove or interfere with any treatments in your Apartment that assist to prevent the transmission of noise between your Apartment and any other Apartment.
- (c) When seeking the Owners Corporation's consent to change, replace or interfere with floor coverings or acoustic treatments in your Apartment you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. When giving you consent the Owners Corporation may impose conditions, and you must comply with those conditions.
- (d) Any new floor coverings that you install must comply with the acoustic conditions for floors as set out in the Development Approval.
- (e) When performing any work pursuant to this by-law you must comply with any guidelines adopted by the Owners Corporation about changing, removing or installing flooring and floor coverings.
- (f) When you have completed any change to, removal or replacement of any floor coverings you must within 14 days of completing the works, at your cost, provide the Owners Corporation with an acoustic test report by an accredited member of the Association of Australian Acoustical Consultants that the changed or replaced floor covering complies with the conditions of the Development approval and results in the same or better acoustic insulation as that which existed prior to the change or removal.
- (g) If any new floor covering that you install does not comply with the acoustic conditions for floors as set out in the Development Approval, you must remove that

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floor covering and replace it with a floor covering that complies with the acoustic conditions for floors as set out in the Development Approval and in accordance with any directions given by the Owners Corporation.

6.7 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to the internal or external surfaces of windows and glass doors in your Apartment. All window tinting must comply with the window glass manufacturer's recommendations for the application of tinting.

6.8 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Owners Corporation. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

6.9 Sun shades

Unless permitted in these by-laws, you must not install a sun shade to the exterior of your Apartment or on Common Property.

6.10 Cleaning external louvre screens and windows

Subject to by-law 6.11 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

6.11 Rights of the Owners Corporation to clean external louvre screens and windows


The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

6.12 Rights of the Owners Corporation to access Apartments

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

6.13 Drying your laundry

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

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6.14 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

6.15 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

6.16 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

6.17 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building façade and windows) that is accessible through your Apartment.

6.18 Children

You must not permit children to play on Common Property or to be unsupervised by adult when they are on Common Property.

6.19 Outdoor audio

You must not play music on your Balcony or in any outdoor area of the Building that is audible from another Apartment.

6.20 Occupancy limits


You must not:

- (a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- (b) permit any bedroom in your Apartment to be occupied by more than two adults; and
- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

6.21 No short term letting

You must not:

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- (a) lease your Apartment for any lease period shorter than 3 months;
- (b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
- (c) use any part of your apartment for any transient or holiday accommodation use;
- (d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
- (e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
- (f) use your Apartment or allow it to be used for any use or purpose in breach of any planning instrument or control that applies to the Building or your Apartment, including, without limitation under the *Environmental Planning and Assessment Act 1979* as amended or replaced from time to time;
- (g) conduct from or within your Apartment or the Building any business commercial activity that generates regular movement of people or goods through the Building, and, in particular, must not conduct any commercial laundry supply or cleaning service or any furniture supply or rental service from your Apartment or the Building; or
- (h) advertise the conduct of any activity or the provision or any service prohibited by this by-law.

6.22 Fire alarms

You must not do anything in your Apartment or the Building that may activate the smoke detector in your Apartment and the fire alarm for the Building or for Blue. When cooking in your Apartment you must ensure your Apartment is well ventilated to ensure the smoke detector and fire alarm are not activated. If you do activate the fire alarm and the Owners Corporation incurs a "false alarm" charge the Owners Corporation will be entitled to recover that charge from you on demand or by including the charge in your levy statement.

6.23 Apartment interiors

- (a) To the extent that any wall, floor or ceiling finishes (including, without limitation, tiles, carpet, timber flooring, skirting boards, cornices, ceilings, wallpaper) or any fittings (such as wall plugs or light fittings) set into or affixed onto any wall or ceiling are Common Property, you have exclusive use of those items and are responsible for the costs of the maintenance, repair and replacement of those items.
- (b) Without limiting by-law 6.22(a), you are responsible for the maintenance, repair and replacement of all fixtures, fittings and equipment within your Apartment.

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7. The Balcony of your Apartment

7.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with the standard of the Building; or
- (c) it will not (or is not likely to) fall or blow off your Balcony; or
- (d) it will not (or is not likely to) cause damage; or
- (e) it is not (or is not likely to become) dangerous.

It is your responsibility to ensure that everything on your Balcony is properly secured and will not fall or blow off your Balcony. You will be liable to reimburse the Owners Corporation for any claims made or costs incurred arising from a breach by you of this by-law.

7.2 Items on Balconies

You must not use your Balcony for the storage of household goods or the keeping of air conditioning units that are visible from the public domain.

7.3 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

7.4 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.


7.5 Enclosing a Balcony

You must not enclose the Balcony of your Apartment.

7.6 Gas appliances

You must not on your Balcony:

- (a) operate any barbeque, heater or other appliance that is fuelled by flammable or combustible gas cylinders with a capacity of greater than 10kg.
- (b) store any cylinders containing flammable or combustible gas that have a capacity of greater than 10kg.

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7.7 Façade access

You must give the Owners Corporation and its contractors access to your Lot for the purpose of cleaning, maintaining and repairing the Building façade.

8. Storing and operating a barbeque

8.1 Storing and operating a barbeque

Subject to by-law 7.6, you may store and operate a portable barbecue on the Balcony of your Apartment if:

- (a) it is a type permitted under this by-law 8; and
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy.

8.2 Permitted barbecues

You may store and operate the following types of portable barbecues on your Balcony:

- (a) a covered kettle style portable barbecue; or
- (b) a covered gas or electric portable barbecue; or
- (c) any other type approved by the Owners Corporation.

Solid fuel burning barbecues are prohibited.

8.3 Hours of operation

You may operate a barbecue only during the hours of 9.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).


8.4 No nuisance

If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

9. Keeping an animal

9.1 What animals may you keep?

- (a) Subject to this by-law 9, you may keep:

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- (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with clause 9.1(c);
 - (ii) canaries, budgerigars or similar birds kept indoors at all times;
 - (iii) one domestic cat or one small size dog that does not exceed 50 kilograms in weight when fully grown; and
 - (iv) provided it is registered under the *Companion Animals Act 1998* (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into Blue and on request by the Owners Corporation.
- (b) You must have the Owners Corporation's consent to keep any other animal (including a dog that weighs more than 50 kilograms). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.
- (c) You must register any cat or dog that you keep with the Owners Corporation and give the Owners Corporation a photograph and the details of any cat or dog that you keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.

9.2 Fish


You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- (a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
- (b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your apartment; and
- (c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

9.3 Dogs

You may not keep and the Owners Corporation will not give you consent to keep:

- (a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
- (b) a dog other than a dog permitted under by-law 9.1 (What animals may you keep?);

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- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW).

9.4 Controlling your animal

Subject to by-law 9.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (a) another Apartment; or
- (b) Common Property.

9.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Blue (eg to transport it out of Blue), you must carry or restrain it (eg by pet cage or leash) and control it at all times.

9.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

9.7 Cleanliness


If you keep any animal or other pet, you must:

- (a) ensure that your pet is kept in clean and hygienic condition;
- (b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- (c) keep any pet litter tray or box clean and odour free;
- (d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- (e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system from your Balcony.

9.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
- (b) you do not comply with by-law 9.7 (Cleanliness);

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- (c) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (d) your dog is a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW); or
- (e) your dog is kept pursuant to by-laws 9.1(a)(iv) and is not registered under the *Companion Animals Act 1998* (NSW).

9.9 Responsibility for animal

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property or other parts of Blue for:
 - (i) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
 - (iii) cleaning up after your animal.

9.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment; or
- (b) Common Property,

after a warning has been given to you by the Owners Corporation.


9.11 Your visitors

You must not allow a visitor to bring an animal into Blue unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability that is registered under the *Companion Animals Act 1998* (NSW) and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

10. Erecting a sign

10.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

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10.2 The Developer

The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which you do not own.

11. Moving and delivering furniture and goods

11.1 What are your obligations?


You must:

- (a) make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large articles through your Strata Scheme;
- (b) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;
- (c) move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation;
- (d) comply with the reasonable requirements of the Owners Corporation, which may include reimbursement of any expense the Owner Corporation incurs in connection with the moving of your furniture or articles; and
- (e) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 11 before you take deliveries or move furniture or goods through the Building;
- (f) if required by the Owners Corporation, give the Owners corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building;
- (g) repair any damage you (or the person making the delivery) cause to Common Property; and
- (h) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

11.2 Bond

If you have paid a bond in accordance with by-law 11.1(e) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing

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the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

11.3 Rights

In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. If this happens, you must make your arrangements with the Building Management Committee or that other person and comply with their instructions and reasonable requirements.

11.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

11.5 Moving of furniture

Subject the Rules, if you wish to move furniture into or out of the Building you must pre-book a time for the use of a lift with the Building Management Committee or the Building Manager.

12. How to dispose of your garbage


12.1 Making Rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Room.

12.2 Your obligations

You must:

- (a) comply with any Rules made by the Owners Corporation about using the Garbage Room and the Bulky Waste Room;
- (b) place your household garbage in the garbage chute on your level of the Building or in a garbage receptacle in the Garbage Room designated by the Owners Corporation for that purpose;
- (c) leave your recyclable garbage in the recyclable garbage receptacle on your level of the Building;
- (d) leave your bulky waste in Bulky Waste Room;

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- (e) recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);
- (f) drain and clean bottles, and safely wrap any broken glass, before you place them in the Garbage Room;
- (g) leave large items of garbage or recyclable materials in the area in the Garbage Room designated by the Owners Corporation for large waste items; and
- (h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.3 Garbage chutes

- (a) When placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and, if applicable, ensure you make the correct selection on the diverter for garbage and recyclable waste.
- (b) You must drain and securely wrap your household garbage before you put it in the Common Property garbage chute.
- (c) You must not place the following items in a Common Property garbage chute:
 - (i) unwrapped bottles or glass;
 - (ii) liquids;
 - (iii) items that weigh more than 2.5 kilograms; or
 - (iv) boxes or large items that might block the garbage chute.


12.4 Cleaning up spills

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

12.5 Maintaining the Garbage Room

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the Building (including mechanical equipment associated with the garbage equipment); and
- (c) maintain, clean and repair the Garbage Room, Bulky Waste Room and the garbage chutes; and

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- (d) regularly remove filled receptacles from the Garbage Room and replace them with empty receptacles; and
- (e) regularly clean, maintain, repair and, where necessary, replace the garbage and recycling receptacles; and
- (f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room; and
- (g) transport bulky waste from the Bulky Waste Room to the bulky waste collection point;
- (h) transport receptacles from the Garbage Room to the garbage collection point for collection by Council (or garbage removal contractor if Council does not collect waste from the Building) and transport them back to the Garbage Room; and
- (i) arrange for the removal of garbage and recycling material from the Building; and
- (j) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

12.6 Waste removal and management

The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building.


12.7 Garbage removal contractor

The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage and bulky waste from the Building.

13. Carrying out Building Works

13.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation may be given by a simple majority resolution of the Owners Corporation or the Strata Committee on behalf of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

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13.2 Your obligations

Clause 20 of the Strata Management Statement regulates the carrying out Building Works in Blue. You must comply with those provisions of the Strata Management Statement.

13.3 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 (The Developer); or
- (b) alter or remove an Inter-Lot Wall according to by-law 14 (Inter-Lot Walls); or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond) in relation to Building Works under By-Laws 13.3(b) or (c).

13.4 Procedures before you carry out Building Works


Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Building Management Statement;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services;
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- (f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 13 before you carry out Building Works.

13.5 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;

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- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Building Works comply with the theme of the Building.

13.6 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.


13.7 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

13.8 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) In respect of Building Works that add to Common Property, alter Common Property or erect new structure on Common Property, in accordance with section 108(2) of the Management Act, the conditions made by the Owners Corporation may in the special resolution include a condition that you are responsible for the ongoing maintenance of the relevant part of the Common Property, in which event this by-law (read with the special resolution) will be a by-law as contemplated in section 108(5) of the Management Act.
- (c) The Owners Corporation must:
 - (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
 - (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

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13.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

13.10 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

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


13.11 Bond

If you have paid a bond in accordance with by-law 13.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

14. Inter-Lot Walls and Internal Walls

14.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall

- (a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
 - (i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Lot; and
 - (ii) it is not a structural wall; and

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- (iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Lots); and
- (iv) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

- (b) Subject to this by-law, you may install an Internal Wall if:
 - (i) the installation will not be or result in a breach of any condition of the Development Approval;
 - (ii) you obtain and comply with all necessary Government Agency consents;
 - (iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and
 - (iv) you comply with the procedures in this by-law and the requirements of by-laws 14.3(a) to (g) inclusive.


14.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall provided that you comply with the requirements of by-law 14.1 (When you may alter or remove an Inter-Lot Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall that you:

- (a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;
- (b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$10,000,000 or other amount acceptable to the Owners Corporation;
- (c) carry out the work in a way that does not at any time compromise the fire safety of the Building;
- (d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners

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Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;

- (e) carry out the work in the method certified by the structural engineer under by-law 14.1 (When you may alter or remove an Inter-Lot Wall); and
- (f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (g) comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond); and
- (h) you comply with all necessary Government consents for altering or removing the Inter-Lot Wall; and
- (i) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- (j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

15. Licences


15.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by special resolution at a general meeting.

15.2 What provisions may a licence include?

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

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

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16. Car spaces

16.1 What are your obligations?

If you have a car space you must:


- (a) provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space clean and tidy;
- (c) use your car space only for lawful purposes;
- (d) keep the car space free of vermin;
- (e) not store any items in your car space;
- (f) not enclose your car space;
- (g) not keep dangerous, noxious or inflammable items, materials or liquids in the car space; and
- (h) repair and make good any damage you cause to your car space.

16.2 Parking barriers

- (a) You may install a parking barrier to prevent access to your car space provided:
 - (i) it is of a type and colour approved by the Owners Corporation;
 - (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
 - (iii) you keep the parking barrier in good order and condition;
 - (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.
- (b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- (c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.

16.3 Storage boxes

- (a) If your car space has a wall at the back of it, you may install an 'over-bonnet' storage box at the back of your car space provided:

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- (i) It is of a type and colour approved by the Owners Corporation;
 - (ii) It is securely affixed, does not protrude beyond your car space and does not interfere with or obstruct any part of the fire sprinkler system;
 - (iii) you keep the storage box in good order and condition;
 - (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your storage box, including about how you install it.
- (b) When you install your storage box you must not damage Common Property other than by penetrating the wall at the back of your car space to the extent necessary to insert bolts as necessary to fix the approved storage box in position.
- (c) When you remove the storage box you must make good any damage to Common Property caused by the installation, use or removal of the storage box.

16.4 Electric vehicle charging points


If you have an electric vehicle charging point in your car space, to the extent the point and any cables and ducts form part of Common Property, you have exclusive use of that charging point and associated cables, ducts and equipment. You will be responsible for the cost of all electricity consumed by your charging point, and must, at your expense, ensure the supply of electricity to your charging point is through the metered supply of electricity to your Lot.

17. Storage spaces

17.1 What are your obligations?

If you have a storage space you must:

- (a) provide the Owners Corporation with access to your storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your storage space clean and tidy;
- (c) use your storage space only for lawful purposes;
- (d) keep the storage space free of vermin;
- (e) not keep dangerous, noxious or inflammable items, materials or liquids in the storage space;
- (f) not stack items in your storage space at a height that is higher than 1.8 metres, within 500mm of the soffit above your storage space or at any lower height if it will interfere with the proper operation of fire sprinklers, ventilation or with service lines above your storage space; and

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- (g) repair and make good any damage you cause to the storage space.


17.2 Maintenance of storage space gates and fences

You must, at your cost, keep your storage space gate and fence (or door and walls) in good repair and condition. You are responsible for the cost of the repair, maintenance and replacement of your storage space fence and gate (or door and walls). You may remove the gate or door to your storage space or a side fence or wall. If the fence or wall on any side of your storage space is shared by another storage space, you and the Owner of the lot that includes that storage space have the exclusive use of that fence or wall and are jointly responsible for the cost of the repair, maintenance and replacement of that fence or wall. You may only remove a shared storage space fence or wall with the consent of the Owner of the adjoining storage space.

18. Communal Room

18.1 Your obligations

- (a) The Owners Corporation may make Rule about using and accessing the Communal Room.
- (b) You must:
 - (i) comply with any Rules about using the Communal Room; and
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Communal Room.
- (c) You must not:
 - (i) interfere with or adjust the settings of any equipment in the Communal Room;
 - (ii) do anything that damages or might damage any equipment or furniture in the Communal Room;
 - (iii) do anything in the Communal Room that causes a nuisance to other users of the Communal Room or Occupiers in Blue;
 - (iv) conduct business activities from or in the Communal Room; or
 - (v) operate any audio or audio visual equipment in the Communal Room at a volume that is audible to other users of the Communal Room or any Apartment.
- (d) You must have consent from the Owners Corporation to:
 - (i) hold functions in the Communal Room; or

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- (ii) interfere, operate or adjust the settings of any equipment in the Communal Room.

18.2 Bond

As a condition of giving you consent to hold a function in the Communal Room, the Owners Corporation may require you to pay a bond (as determined by the Owners Corporation) before you use the Communal Room. If you have paid a bond and if there is any damage to the Common Property as a consequence of or arising from the holding of your function, the Owners Corporation (or the Owners Corporation's representative) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your function, the Owners Corporation will refund your damage bond as soon as reasonably practicable after your function.

18.3 Security and access

The Owners Corporation may lock or secure the Communal Room by Security Key. The Owners Corporation must give you a Security Key to the Communal Room and may charge a fee for additional or replacement Security Keys.

19. Controlling traffic and parking on Common Property


19.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

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

19.2 Parking on Common Property

You must not stand or park vehicles on Common Property including Common Property driveways.

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20. Damage to Common Property

20.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

20.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

21. Insurance premiums

21.1 Consent from the Owners Corporation

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

21.2 Payments for increased premiums


If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

21.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

21.4 Obligation to notify

You must notify the Owners Corporation if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

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21.5 Insurance claims affecting only one Lot

If a claim made under an insurance policy effected by the Owners Corporation relates only to your Lot and is caused solely by an activity or omission within your Lot, you must pay any insurance excess payable in respect of that claim.

22. Security at the Building

22.1 What are your obligations?

The Strata Management Statement regulates general security matters in Blue. You must comply with those provisions of the Strata Management Statement.

22.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

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

22.3 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

22.4 Restricting access to Common Property


Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

22.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

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You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

22.6 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

- (a) it must comply with the Strata Management Statement; and
- (b) it must not interfere with Shared Facilities.

23. Security Keys

23.1 What are your obligations?

In addition to its powers under the Development Act and the Management Act, the Owners Corporation has the power to make agreements with the Building Management Committee or another person (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the Building Management Committee or other person an administration fee for the provision of Security Keys.

23.2 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 22 (Security at the Building).

23.3 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.


23.4 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.5 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and

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- (e) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

23.7 Some prohibitions

You must not:

- (a) copy a Security Key;
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

23.8 Procedures if you lease your Apartment

If you lease or license your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

24. Fire control


24.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

- (a) use them in connection with the lawful use of your Apartment; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

24.2 Fire control laws

- (a) You and the Owners Corporation must comply with laws about fire control.

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- (b) The Owners Corporation must comply with regulations 177, 182, 183, 184, 185 and 186 of the *Environmental Planning and Assessment Act Regulation 2000*, as amended or replaced from time to time.

24.3 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property; or
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in your car space.

25. Agreement with the Building Manager

25.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building and for Blue generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

25.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.


25.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

25.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

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25.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

25.6 What provisions must be included in an agreement?


An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

25.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising the Building generally; and

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- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

25.8 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

26. No interference with Building Manager

26.1 No interference

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

26.2 Access

You must give the Building Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Building Manager to perform its duties.

27. Agreement with the Strata Manager

The Owners Corporation must appoint and retain the same Strata Manager that the Building Management Committee appoints under the Strata Management Statement.


28. Concierge services

28.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a concierge services provider to provide concierge services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

28.2 Initial Period

The Owners Corporation may enter into agreements with a concierge services provider during the Initial Period.

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28.3 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a services provider during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law); and
- (b) the Owners Agreement may agree to pay the concierge services provider a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the concierge services provider that will be payable if the concierge services provider is not appointed by the Owners Corporation at the first annual general meeting.

28.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a concierge services provider after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the concierge services provider under the agreement may be the amount agreed by the Owners Corporation.

28.5 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a concierge services provider must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the concierge services provider does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the concierge services provider to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.


29. Services provided by the Owners Corporation

29.1 Services

The Owners Corporation has the power to supply services to each Apartment including hot and cold water, electricity, gas, air conditioning condenser water, telephone, television and other communications.

29.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

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29.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

30. Agreement for supply of Embedded Network Services

30.1 Power to enter into agreement

- (a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Lots and Common Property.
- (b) Without limiting its power under by-law 30.1(a), the Owners Corporation has the power to supply Embedded Network Services to Lots and to account to Owners and Occupiers for payment for Embedded Network Services supplied by the Owners Corporation, including for payment based on metered usage or in accordance with unit entitlements.

30.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.


30.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

30.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;

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- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

30.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.


30.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

30.7 Agreements under the Strata Management Statement

- (a) If the Building Management Committee enters into an agreement with an Embedded Network Supplier for the provision of an Embedded Network Service to Blue, the agreement may be for:
 - (i) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Owners Corporation for the Common Property in the Building; and

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- (ii) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Building Management Committee for the Shared Facilities in Blue,

in which event, the Owners Corporation will be a party to the agreement in its own right in relation to the Common Property and as a member of the Building Management Agreement in respect of Shared Facilities.

- (b) If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to Blue, any subsequent agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

30.8 Provision of personal information

The Owners may, to the extent reasonably necessary, provide personal information of Owners and Occupiers to any Embedded Network Service provider or other provider of a service. Owners and Occupiers consent to their personal information being provided as contemplated in this clause.

31. Smart Home Services

31.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Smart Home Services provider to provide Smart Home Services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.


31.2 Initial Period

The Owners Corporation may enter into agreements with a Smart Home Services provider during the Initial Period.

31.3 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a services provider during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law); and
- (b) the Owners Agreement may agree to pay the Smart Home Services provider a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Smart Home Services provider that will be payable if the Smart Home Services provider is not appointed by the Owners Corporation at the first annual general meeting.

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31.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Smart Home Services provider after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Smart Home Services provider under the agreement may be the amount agreed by the Owners Corporation.


31.5 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Smart Home Services provider must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Smart Home Services provider does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Smart Home Services provider to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

32. Use of Shop Top Lots and Commercial Lots

- (a) All Owners and Occupiers acknowledge that:
 - (i) the Shop Top Lots and the Commercial Lots are to be used for retail and commercial purposes and agree and undertake that they will not make any objection to or encourage others to object to any applications for development approval for or relating to the lawful use of any retail or commercial premises in a Shop Top Lot or a Commercial Lot;
 - (ii) retail and commercial premises in a Shop Top Lot or a Commercial Lot may be used for any use determined by the Owner of the Shop Top Lot or Commercial Lot (or of any lot created on subdivision of a Shop Top Lot or Commercial Lot) provided the use is not prohibited by law.
- (b) The Owners Corporation and, if necessary, Owners and Occupiers, must, promptly on request by a Shop Top Lot or Commercial Lot Owner, sign any necessary consent to the Shop Top Lot or Commercial Lot Owner making an application to a Government Agency for or in connection to the use of any retail or commercial premises in the a Shop Top Lot or Commercial Lot for any use that is not prohibited by law.
- (c) Owners and Occupiers must not make any objection, complaint or seek to impose any restriction on the use of any retail or commercial premises in a Shop Top Lot or Commercial Lot (provided the use is not prohibited by law), including, without limitation, restrictions on the hours of trade or the sale of alcohol.

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33. Exclusive use of Car Stacker Zone

33.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

33.2 Interpreting this by-law

In this Common Property Rights By-law:

Car Stacker Zone means, for each Lot that has exclusive use rights under this by-law 33, the Common Property area directly below the relevant Lot in which a Car Stacker or part of a Car Stacker is located.

Car Stacker means a car stacking system for the parking of up to two cars in a car space, including the stacker drive mechanism, motor and all mechanical and hydraulic elements of any motors, switches and other equipment comprising the car stacking system.

'you' means each Owner of Lots 59, 61, 67, 71, 73, 77 and 83.

33.3 Exclusive use rights

The Owners of Lots 59, 61, 67, 71, 73, 77 and 83 each have:


- (a) exclusive use of the Car Stacker that operates within their Lot and their Car Stacker Zone;
- (b) the special privilege to have and maintain a Car Stacker in their Car Stacker Zone;
- (c) the special privilege to affix the Car Stacker or components of the Car Stacker to the Common Property, including the Common Property wall, adjacent to the car space portion of their Lot and their Car Stacker Zone; and
- (d) the special privilege to park a car or cars in the Car Stacker.

33.4 Obligations of the Owners

- (a) You must, at your cost operate, maintain, repair and, where necessary, replace your Car Stacker in a proper and safe manner at all times.
- (b) You must pay any electricity consumption costs in connection with your Car Stacker.

33.5 Paying for Car Spaces

If the Owners Corporation incurs costs in connection with the maintenance or repair of your Car Stacker, or incurs any electricity consumption costs in connection with your Car Stacker, you must pay those costs on demand. The Owners Corporation may include these costs in your administrative fund or capital works fund contributions.

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34. Exclusive use of Smart Home Services Units

34.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

34.2 Smart Home Services for Apartments

- (a) This by-law applies to Apartments that receive Smart Home Services from the provider engaged by the Owners Corporation.
- (b) There is a separate Smart Home Services Unit in each Apartment. Smart Home Services Units are connected to the Smart Home Services System. The Smart Home Services System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

34.3 Exclusive use rights

To the extent that Smart Home Services Units comprise Common Property, each Owner who receives Smart Home Services has exclusive use of the Smart Home Services Unit in their Apartment.

34.4 Interpreting this by-law

In this Common Property Rights By-law, "you" means the Owner of an Apartment.


34.5 What are your obligations?

You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Smart Home Services Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

34.6 Paying for Smart Home Services Units

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Smart Home Services Unit, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

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35. Exclusive use of motorised sun shades

35.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

35.2 Exclusive use rights

The Owner of Lot 124 has:

- (a) exclusive use the motorised sun shades and associated motor and equipment (**Motorised Sunshade System**) that are Common Property and that exclusively service their Apartment; and
- (b) the special privilege to repair and maintain the Motorised Sunshade System according to this Common Property Rights By-law.

35.3 Interpreting this by-law

In this Common Property Rights By-law, "you" means the Owner of Lot 124.

35.4 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Motorised Sunshade System which exclusively services your Apartment:

- (a) in a proper and safe manner at all times;
- (b) to a standard and appearance that is consistent with the colour, quality and standard of the Building; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Motorised Sunshade System that exclusively services your Apartment.

The Owners Corporation may perform your obligations under this by-law.

35.5 Paying for Sunshades Systems

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Motorised Sunshade System, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

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36. Exclusive use of Private CCTV Cameras

36.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

36.2 CCTV for Apartments

There is a separate Private CCTV Camera outside each of Lots 116 - 125. Private CCTV Cameras are connected to the Smart Home Services System for Lots 116 - 125. The Private CCTV System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

36.3 Exclusive use rights

- (a) To the extent that Private CCTV Cameras comprise Common Property, each Owner has exclusive use of the Private CCTV Camera that services their Apartment.
- (b) The Owners of Lots 116 – 125 have joint exclusive use of the Private CCTV System.

36.4 Interpreting this by-law

In this Common Property Rights By-law, "you" means each Owner of Lots 116 - 125.

36.5 What are your obligations?

You are:

- (a) jointly responsible for the cost of operating, maintaining, repairing and, where necessary, replacing your Private CCTV System; and
- (b) responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Private CCTV Camera that services your Apartment.

When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

36.6 Paying for Private CCTV Cameras

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Private CCTV Camera or the Private CCTV System, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

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37. Notice board

37.1 Maintenance of notice board

- (a) The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.
- (b) The Owners Corporation may use an internet based portal system for communications between you and the Owners Corporation, Strata Manager and Building Manager (and other service providers), which may include an online notice board.

37.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

38. Rules

38.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

38.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

38.3 What are your obligations?

You must comply with the Rules.

38.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.


38.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

39. How are consents given?

39.1 Who may give consent?

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

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- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

39.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

39.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

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

40. Failure to comply with by-laws

40.1 What can the Owners Corporation do?

The Owners Corporation may do anything to your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

40.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

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

40.3 Recovering money

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

41. Service of documents, applications and complaints

41.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail.

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41.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

42. Interpretation

42.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Apartment means a lot in the Building.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Blue means the improvements at 61 Lavender Street, Milsons Point, NSW comprising residential and retail/commercial components, and known as Blue.

Building means Strata Scheme SP102081 established within Lot 1 in the Stratum Plan, known as Blue Apartments, 61 Lavender Street, Milsons Point.

Building Management Committee means the building management committee established under the Strata Management Statement.


Building Manager means the building manager appointed by the Owners Corporation according to by-law 25 **Error! Reference source not found.** (Agreement with the Building Manager).

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

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

Building Works exclude:

- (f) Cosmetic Work; and
- (g) works or alterations to the interior of Common Property walls in an Apartment (eg hanging pictures or attaching items to those walls); and

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- (h) works which you are entitled to carry out under a Common Property Rights By-Law.

Bulky Waste Room means the bulky waste room located on basement level 2.

Commercial Lots means the commercial and retail premises in lot 2 in the Stratum Plan and the lots in any strata scheme established within lot 2 in the Stratum Plan

Common Property means Common Property in the Building and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Communal Room means the Communal Property room located on ground level of the Building that houses the mail boxes for the Building and bookshelves, and includes any furniture, books or in the Communal Room. The Communal Room does not include the cool room accessed from the Communal Room or the contents of the cool room.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means North Sydney Council.

Developer means Aqualand North Sydney Lavender Development Pty Ltd ACN 613 625 577.

Development Act means the *Strata Schemes Development Act* 2015 (NSW).

Development Approval means Council's notice to applicant of determination of a development application in respect of development application no. D112/01, as varied, modified or replaced from time to time.


Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes associated equipment and fittings located within the Common Property.

Embedded Network Customer Services means customer relationship services in relation to any other Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.

Embedded Network Equipment means meters, plant, machinery, equipment and fittings located within the Stratum Lots and Strata Schemes associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Embedded Network Service means the supply of any of:

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- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;
- (d) gas;
- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;
- (l) sewage removal systems;
- (m) waste removal systems;
- (n) water supply systems;
- (o) internet services;
- (p) telecommunication systems;
- (q) mobile telephone signal distribution services;
- (r) fibre communications;
- (s) Embedded Network Customer Services;
- (t) Embedded Network management services; or
- (u) any other embedded network service.

Garbage Room means the residential waste room on basement level 3 for the storage of recyclable and non-recyclable waste before collection from the Building, including the compactor and other equipment in the room;

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Lot Wall means a Common Property wall between two Apartments.

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Internal Wall means a wall within a Lot that is not a Common Property wall.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

Occupier means the occupier, lessee or licensee of an Apartment.

Owner means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for an Exclusive Use By-Law, the owner of each Apartment benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. SP102081, being the Owners Corporation for the Building.

Private CCTV System means the CCTV system servicing Apartments on levels 18 to 20 of the Building, and includes, without limitation:

- (a) speakers, microphones, screens, cameras and control units;
- (b) software and computer hardware; and
- (c) cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service the CCTV system.


Private CCTV Camera means the CCTV camera outside each Apartment on levels 18 to 20 of the Building that is connected to the CCTV System.

Shop Top Lots means the retail and commercial premises in lot 3 in the Stratum Plan and the lots in any strata scheme established within lot 3 in the Stratum Plan.

Rules mean Rules made by the Owners Corporation according to by-law 38 (Rules).

Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

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Smart Home Services means internet based systems for the control and operation of lighting, air conditioning, heating, curtains, blinds and other elements and items within Apartments, and the provision of internet service to the Apartment.

Smart Home Services System means the system providing Smart Home Services to an Apartment.

Smart Home Services Unit means the physical components of a Smart Home System located within or at an Apartment.

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Management Statement means the strata management statement for Blue registered with the Strata Plan.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP102081, being the strata plan for the Building.

Stratum Plan means the stratum plan of subdivision for Blue being DP1272411.

Strata Scheme means Strata Scheme SP102081 established within Lot 1 in the Stratum Plan.

42.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

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- (h) the singular includes the plural and vice versa; and
- (i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

42.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

42.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

42.5 Discretion in exercising rights


The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

42.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

42.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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Executed as an agreement.

Signed by
as attorney for **Aqualand North Sydney Lavender Development Pty Limited** ACN 613 625 577, under power of attorney dated 31 July 2017 registered book 4731 no. 9 in the presence of:



Attorney
Shangjin Lin

Name

Witness

XI ZHANG

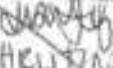

Print name

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

147, Tower 1, 100 Barangaroo Ave, Barangaroo NSW


Print address

Mortgagee:

Signed, sealed and delivered for and on behalf of
National Australia Bank Ltd ABN 12 604 044 937
by its attorney 
(print name) **CHRISTINA CROY**
under Power of Attorney dated 1 March 2007, and who declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of
(print name) 
MATT TAYLOR

Signed, sealed and delivered for and on behalf of
Tasovac Pty Ltd ABN 51 108 013 467
by its attorney 
(print name) **CHRISTINA CROY** registered Book 4669 No 627
under Power of Attorney dated 28 May 2014, and who declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of
(print name) 
MATT TAYLOR

Witness Address: 255 George Street, Sydney NSW 2000

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The provisions of this Strata Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 Strata Schemes Development Act 2015, except to the extent this Strata Management Statement provides otherwise.

Strata Management Statement


Blue

61 Lavender Street, Milsons Point

SP102081


大成 DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia
T +61 2 9931 4999
F +61 2 9931 4888
Ref PYB 39018614


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Part A

Introduction

1. This Statement and Blue

1.1 The effect of this Statement

This Statement has effect as an agreement under seal and is binding on:

- (a) the Members;
- (b) the Occupiers of Stratum Lots; and
- (c) Owners and Occupiers of Strata Lots.

1.2 Rights and obligations

A management statement confers rights and imposes obligations on the Owners and Occupiers of lots in the building. It contains provisions about a wide range of issues including meetings, financial management, redevelopment and the maintenance of Shared Facilities.


1.3 What are the different components in Blue?

Blue has three distinct components. The Owner of each component is a Member of the Committee and must comply with this management statement. If a Stratum Lot is further subdivided by a strata plan, the Member is the Owners Corporation for the strata scheme. The components of Blue are:

- (a) the Residential Component;
- (b) the Commercial Component; and
- (c) the Shop Top Component.

1.4 Staging of Blue

Construction of Blue may be completed in stages. Until the part of the building within a Stratum Lot is constructed and operational, the obligations of the Member who owns the Stratum Lot to pay Shared Costs that are operation, maintenance and repair costs will be suspended. While the obligations of the Member who owns a Stratum Lot to pay operation, maintenance and repair costs for any Shared Facility are suspended, the other Member's obligation to pay the operation, maintenance and repair costs of that Shared Facility will be borne proportionately by the other Members based on their proportionate responsibility for those costs as set out in Schedule 2.

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Part B

Compulsory matters

2. Management of the Building

2.1 Management of the building

A strata management statement regulates the management and operation of a building where the building is subdivided by a plan of subdivision that contains a Stratum Lot. Blue consists of a building that is subdivided by a plan of subdivision that contains Stratum Lots.

2.2 Management structure

The Committee is responsible for operating and managing Blue on behalf of the Members. Each Member is a Member of the Committee. Each Member appoints a Representative to attend and vote for them at meetings.

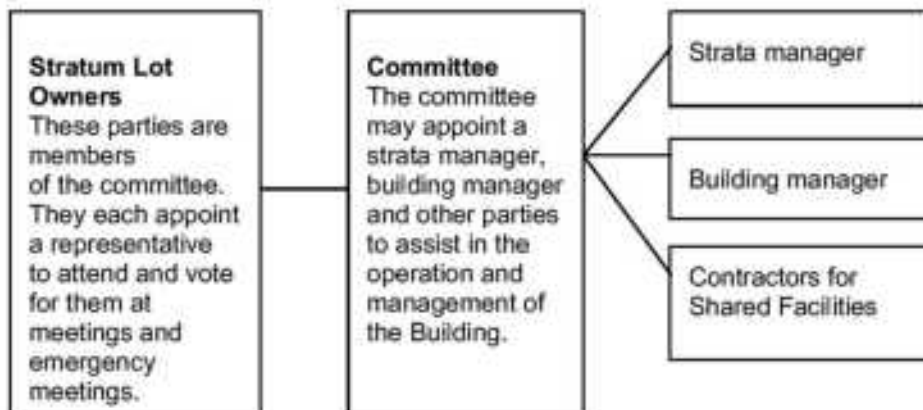
2.3 Who assists the Committee perform its functions?


The Committee has the power to appoint various persons to assist it to perform its functions. For example, the Committee may:

- (a) appoint a Strata Manager to assist in the management of Blue and perform secretarial and financial functions;
- (b) appoint a Building Manager to supervise the operation of Blue including the operation, maintenance, repair and replacement of the Shared Facilities; and
- (c) enter into contracts with various Service Providers for the operation, maintenance, repair and replacement of the Shared Facilities.

2.4 Overview of management structure

In summary, the management structure for Blue looks like this:



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2.5 Establishing the Committee

The Members must:

- (a) establish the Committee within three months after this management statement is registered; and
- (b) always have a Committee.


2.6 Members of the Committee

- (a) All Members are member of the Committee.
- (b) If a Stratum Lot is further subdivided by a strata plan, the Member is the Owners Corporation for the strata scheme.

2.7 What are the functions?

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

- (a) to comply with its obligations and perform its functions according to the Conveyancing Act, Management Act (if applicable) and the Development Act (if applicable) and this management statement;
- (b) to make decisions about the matters in this management statement;
- (c) to convene and hold meetings and Emergency Meetings;
- (d) to determine Administrative Fund contributions and the Capital Works Fund contributions to meet the costs for performing the functions of the Committee;
- (e) to operate, maintain, renew and replace Shared Facilities (subject to this management statement);
- (f) to deal with and make decisions about Shared Facilities according to this management statement;
- (g) to effect insurances according to the Conveyancing Act and the Management Act (whichever is applicable) and this management statement;
- (h) to monitor the performance by Members, Owners and Occupiers of their obligations under the Conveyancing Act, the Management Act (if applicable) and the Development Act (if applicable) and this management statement;
- (i) to monitor the performance of the Strata Manager;
- (j) to monitor the performance of the Building Manager;

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- (k) accept, process and make decisions about applications according to part 8 of this management statement; and
- (l) to perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

2.8 How to make decisions

The Committee may make decisions only according to this management statement and:

- (a) at a properly convened Meeting or Emergency Meeting; and
- (b) by Ordinary Resolution or Unanimous Resolution.

2.9 Power to contract and make appointments

Subject to this clause, the Committee has the power to:

- (a) enter into contracts or other arrangements with Service Providers to assist the Committee perform its functions and comply with its obligations;
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations; and
- (c) appoint persons (eg a Member) to act as its agent to enter into contracts or other arrangements on its behalf.

This power includes the right to terminate contracts, arrangements and appointments.

2.10 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Blue. However, when the Committee makes a rule it must take into account the mixed-use nature of Blue and the various components in Blue.

2.11 If a rule is inconsistent


If a Rule is inconsistent with the management statement or a requirement of a Government Agency, the management statement or requirement of a Government Agency (as the case may be) will prevail to the extent of the inconsistency.

2.12 What Officers must the Committee appoint?

The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

2.13 Eligibility for election

To be eligible for election as an Officer, a person must be:

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- (a) a Representative;
- (b) a Substitute Representative; or
- (c) the Strata Manager.

2.14 Appointment of Officers

The Committee must appoint its Officers within one month after the Committee is established. The Committee:

- (a) may appoint a person (if they are eligible for appointment) to hold the position of one or more Officer;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

2.15 Vacating the position of an Officer

An Officer must vacate their position as an Officer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;
- (c) the Committee appoints a replacement Officer to fill their position; or
- (d) they resign in writing from their position. They must serve notice on the Committee of their resignation and the date from which it will become effective.


2.16 Exercising functions by Officers

An Officer must perform their functions according to this management statement, the Conveyancing Act, the Management Act (if applicable) and the Development Act (if applicable) and the directions of the Committee.

2.17 The Secretary

In addition to the functions elsewhere in this management statement, the functions of the Secretary are:

- (a) to convene meetings and Emergency Meetings;
- (b) to prepare and distribute notices, agendas and minutes for meetings and Emergency Meetings;
- (c) to serve notices for the Committee;

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- (d) to answer communications sent to the Committee;
- (e) to perform administrative and secretarial functions for the Committee;
- (f) to keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act (if applicable); and
- (g) to make the books and records of the Committee available for inspection according to clause 2.20.

2.18 The Treasurer

In addition to the functions elsewhere in this management statement, the functions of the Treasurer are:


- (a) to prepare budgets for the Administrative Fund and Capital Works Fund;
- (b) to prepare Outstanding Levy Certificates;
- (c) to prepare (or arrange for the preparation of) financial statements;
- (d) to prepare (or arrange for the preparation of) audit reports;
- (e) to send notices of Administrative Fund and Capital Works Fund contributions to Members;
- (f) to collect contributions from Members;
- (g) to receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (h) to pay accounts; and
- (i) to keep accounting records for the Committee.

2.19 The Chairperson

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

2.20 Inspecting the books and records

- (a) A Member, an Owner or an Occupier (or a person authorised in writing by them) may inspect the books and records of the Committee.
- (b) The procedure for inspecting the books and records of the Committee is:
 - (i) the applicant must apply in writing to the Secretary; and

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- (ii) the applicant must pay the Committee an inspection fee of \$30.00 for the first hour of the inspection and \$15.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an Owners Corporation).
- (c) The Secretary must allow an applicant to inspect its books and records within 10 business days after the applicant makes a written application and pays the inspection fee.
- (d) At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Secretary agrees.

2.21 Who may apply for a certificate?

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

2.22 Obtaining an outstanding levy certificate

- (a) The procedure for obtaining an Outstanding Levy Certificate is:
 - (i) the applicant must apply in writing to the Treasurer; and
 - (ii) the applicant must pay the Committee a fee of \$99.00 (or other amount payable for a certificate under section 184 of the Management Act).
- (b) The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:
 - (i) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;
 - (ii) the amount of the regular periodic Capital Works Fund contributions and the period for which the contributions are payable;
 - (iii) the amount of any unpaid Administrative Fund contributions or Capital Works Fund contributions;
 - (iv) any amount recoverable for work carried out by the Committee on behalf of the Member in an emergency;
 - (v) any amount and rate of interest payable to the Committee under this management statement; and
 - (vi) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.
- (c) The Treasurer must provide an Outstanding Levy Certificate within 10 business days.

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after receiving an application and the application fee.

- (d) An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Blue.

2.23 Keeping books and records

The Committee must keep books and records relating to the exercise of its functions according to this clause. The books and records which the Committee must keep include, without limitation:

- (a) an up-to-date copy of this management statement;
- (b) its agreement with the Strata Manager;
- (c) its agreement with the Building Manager;
- (d) its agreements with Service Providers, contractors, tradespersons and any other persons in relation to Shared Facilities;
- (e) an up-to-date record of address and other details for each Member, Representative and Substitute Representative provided by Members according to clause 4.1;
- (f) notices and minutes of meetings and Emergency Meetings;
- (g) voting papers for meetings and Emergency Meetings;
- (h) financial statements;
- (i) copies of Outstanding Levy Certificates;
- (j) audit reports;
- (k) budgets;
- (l) notices served on the Committee;
- (m) correspondence sent to and by the Committee;
- (n) insurance records;
- (o) drawings and plans submitted and approved by the Committee under this management statement; and
- (p) all other records relating to the administration and operation by the Committee of Blue.

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2.24 How long are records kept?

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

3. Meeting procedures and voting rights

3.1 Conducting a Meeting or Emergency Meeting

- (a) Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit, provided it meets at least once a year.
- (b) Meetings and Emergency Meetings may be held in person, by telephone, on video or audio conferencing platforms (or any combination of them), in writing or in any other format or using any other technology as determined by the Committee.

3.2 Notice of meetings

Each Member must be given at least seven days notice of a Meeting, unless the requirement for such notice is waived by all Members. Emergency Meetings can be called on shorter notice that is reasonable having regard to the nature of the emergency.

3.3 Quorum for a meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representatives or Substitute Representatives representing at least two Members entitled to vote.

3.4 Failure to obtain a quorum

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.


3.5 Notice of adjourned meetings

If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member entitled to vote at least five business days before the adjourned Meeting or Emergency Meeting is due to be held.

3.6 Quorums at adjourned meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives representing at least two Members entitled to vote; or

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- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

3.7 Attendance at a meeting

An Owner or Occupier may attend a Meeting (including by proxy appointed in writing). However, they may address the Meeting only with the consent of the Committee and must leave the meeting if asked by the Chairman to do so.

3.8 Special provisions for meetings held in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement;
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

3.9 How to cast a vote at an Emergency Meeting

A Member entitled to vote may cast a vote at an Emergency Meeting:

- (a) by telephone to the current telephone numbers of the person who convened the Emergency Meeting;
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by email, post or fax to the current email address, current address or current fax number of the person who convened the Emergency Meeting.

3.10 Minutes of meetings


If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the meeting to each Member entitled to vote within ten business days after the meeting.

3.11 Voting

At all meetings of the Committee, the Members, being each Owner of a Stratum Lot or an Owners Corporation, provided they are not a Member in Default, are entitled through their representative to vote and will each have one vote.

3.12 Voting rights

- (a) The representative of a Member in Default cannot vote at a meeting but can attend

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and address the meeting.

- (b) A Member's representative must exercise a vote at a meeting in accordance with the direction of the Member who appointed the representative.
- (c) The chairperson does not have a casting vote at meetings of the Committee.

3.13 Appointment

The Committee may by Unanimous Resolution appoint one or more of its members to perform any Committee powers, authorities, duties or functions.

3.14 Delegation

The Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager or the Building Manager.

3.15 Records

- (a) The Committee must distribute minutes of its meetings to the Members within 10 days after the meeting.
- (b) The Committee may set a procedure for inspecting and for obtaining copies of the records of the Committee.

3.16 Decisions


The Committee may make decisions only:

- (a) according to this Statement;
- (b) at a properly convened meeting of the Committee; and
- (c) by Ordinary Resolution or Unanimous Resolution.

3.17 Ordinary Resolution

The matters that the Committee must decide by Ordinary Resolution are:

- (a) appointing or terminating the appointment of a Strata Manager or Building Manager;
- (b) appointing or terminating the appointment of a service provider to the Committee;
- (c) entering into contracts of insurance;
- (d) making Rules;
- (e) establishing the Administrative Fund for the day to day costs of operating and maintaining Shared Facilities, insurance costs and administrative costs and determining contributions for their fund; and

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- (f) establishing the Capital Works Fund for the Shared Facilities and determining contributions for that fund.

3.18 Unanimous Resolution

The matters that the Committee must decide by Unanimous Resolution are:

- (a) amending, adding to or repealing all or any part of this Statement;
- (b) repaying all or part of the Committee's funds to Members;
- (c) changing architectural or landscape standards pursuant to clause 12;
- (d) amending, modifying or adding a Shared Facility; and
- (e) changing, adding to or adjusting the division of costs for any Shared Facility;

provided that any Member who does not have the benefit of or does not contribute to the costs of any Shared Facility does not have a vote for the purposes of any Unanimous Resolution about that Shared Facility.

4. Rights and obligations

4.1 What contact details must Members provide to the Committee?


Members must provide the Committee with the following contact details:

- (a) their current address and the current addresses for their Representative and Substitute Representative;
- (b) their current fax number and the current fax number for their Representative and Substitute Representative;
- (c) their current e-mail address and the current e-mail address for their Representative and Substitute Representative; and
- (d) for an Owners Corporation, the name, telephone number, current address, current fax number and e-mail address of your strata managing agent.

Members must ensure that at all time the Committee has their current telephone number, address, fax number and e-mail address.

4.2 Compliance by Members


- (a) The Members must:
 - (i) comply promptly with their obligations under this Statement and the Act;

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- (ii) pay promptly their respective contributions for Shared Facilities and any other payments due under this Statement;
 - (iii) effect and maintain the Insurances required by this Statement and the Act;
 - (iv) implement decisions of the Committee;
 - (v) ensure that the Building is effectively managed to a standard appropriate to its permitted use;
 - (vi) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (vii) not interfere with services used by a Member or Occupiers bound by this Statement;
 - (viii) not alter the architectural or landscape standards of the Building unless the alteration is supported by Unanimous Resolution;
 - (ix) not release, vary or modify the Easements created to drain water or sewerage serving the Building without the prior written approval of Sydney Water; and
 - (x) comply with the Easements.
- (b) Each Member will be responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and will release that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.
- (c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an Owners Corporation, each owner of a lot in a Strata Scheme) to comply with this Statement and the Easements.

4.3 Rights of Access over parts of the Building

- (a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member, Owner or Occupier.
- (b) The Owners Corporations must allow the other Members, Owners and Occupiers the use of common property in their Strata Scheme for access to or from another Stratum Lot or Strata Lot or another part of their Stratum Lot.
- (c) For the purposes of clause 4.3(a) and (b) the Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

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4.4 Access to Shared Facilities

- (a) Each Member must give the Committee access to maintain, repair and replace Shared Facilities located in the common property of a Strata Scheme or a Stratum Lot.
- (b) The Committee must give reasonable notice to a Member before it requires access to that Member's common property to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Committee may gain access under this clause 4.3 to the common property of a Member's Strata Scheme or Stratum Lot only:
 - (i) during the hours reasonably agreed to by the relevant Member; and
 - (ii) according to the reasonable requirements of the relevant Member.

4.5 Agreement to Shared Costs

- (a) The Members agree to the apportionment of Shared Costs as set out in Schedule 2.
- (b) The Members acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.


4.6 Nature of obligations

The obligations of the Members under this Statement are joint and several.

4.7 Submissions by Members

A Member who is not a Member in Default has the right to submit to the Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary Schedule 2;
- (d) alter any external area of the Building;
- (e) amend this Statement;
- (f) replace the Strata Manager or the Building Manager or appoint a new Strata Manager or Building Manager; and
- (g) consider any other matter or thing to which this Statement has application.

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4.8 Access

Despite any other provision of this Statement, if access is required to a Lot by the Committee or any Member, the party that requires access must:

- (a) only access the Lot at reasonable times outside of the trading hours (if applicable) of the Owner or Occupier;
- (b) give the Owner at least 72 hours written notice specifying the work to be undertaken (except in an emergency, where no prior notice by the Committee is required, but as soon as reasonably practicable after the entry the Committee must give written notice of such entry);
- (c) if required by the Owner (and the Owner makes a representative available at the appointed time), accompanied by a representative of the Owner;
- (d) cause as little disturbance to use of the Lot, and the business carried on from it, as is reasonably possible in the circumstances; and
- (e) repair immediately any damage caused to the Lot (including the Owner or Occupier's fixtures and fittings).

5. Dispute resolution

5.1 First resort


If a dispute arises between the Members in connection with a provision of this Statement or the administration of the Shared Facilities or the Building, then that dispute must be dealt with in accordance with this clause 5 and no Member may pursue any action with the New South Wales Civil and Administrative Tribunal or pursue any other legal process or arbitration until the dispute has been determined under this clause.

5.2 Notice requirements

If:

- (a) one or more Members have given to the other Members notice of a dispute in connection with this Statement (**Notice**); and
- (b) the Members are unable in good faith to settle the dispute within 14 days after the Notice has been given (and in that regard the Members are obliged to have direct dealings with each other either by a meeting or a telephone conference);

then a Member may by notice to the other Members require the dispute to be referred to an independent expert (**Expert Notice**).

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5.3 No agreement

If all the Members cannot agree on such an expert within 7 days of the Expert Notice, the expert will be nominated by the president of the relevant institute for determining such expert. If all the Members cannot agree on the most appropriate institute, the institute will be nominated by the chair for the time being of the New South Wales chapter of Resolution Institute.

5.4 Expert

The person agreed to or appointed is to act as an expert and not as an arbitrator.

5.5 Written submissions

The Members in dispute may make written submissions to the expert regarding the dispute and must give to the expert all relevant information within 7 days of the expert's written request.

5.6 Costs

The cost of the expert's decision will be borne by those Members in such shares as the expert determines. Each party must pay its own costs in connection with the dispute.

6. Service of notices

6.1 Methods of serving notices

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

- (a) delivered personally to the addressee;
- (b) left at the current address of the addressee;
- (c) sent by pre-paid ordinary post to the current address of the addressee;
- (d) sent to the current e-mail address of the addressee; or
- (e) sent to the current fax number of the addressee.


6.2 When does a notice take effect?

A notice or communication takes effect from the later of:

- (a) the time the notice or communication is received by the addressee; or
- (b) the time specified in the notice or communication.

6.3 When is a posted notice received?

A notice or communication sent by pre-paid post to the current address of the addressee is received on the third business day after it is posted.

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6.4 When is a fax or email received?

A fax or email is received:

- (a) on the date of a transmission report from the machine or email account that sent the fax or email that shows the whole fax or the email was sent to the current fax Number or current email address of the addressee;
- (b) if the fax to the current fax Number of the address after 5:00pm, on the next business day; or
- (c) if the fax is sent to the current fax Number of the addressee on day which is not a business day, on the next business day.


Part C

Other matters

7. Strata Manager and Building Manager

7.1 The Strata Manager

- (a) The Committee may appoint a Strata Manager to assist it to perform its functions under this Statement.
- (b) The Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (ii) effect and maintain the Insurance on behalf of the Members;
 - (iii) implement decisions made by the Committee;
 - (iv) prepare a plan for any refurbishment works or any other Works;
 - (v) carry and maintain licences required by law to be a strata managing agent;
 - (vi) carry out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility; or
 - (vii) carry out or arrange performance of any of the duties contemplated in clause 7.2.
- (c) If the Committee appoints a Strata Manager, it must enter into an agreement with the

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Strata Manager which clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

7.2 The Building Manager

- (a) The Committee may appoint, negotiate and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- (b) The Committee may require the Building Manager to carry out the following duties under the agreement referred to in clause 7.2(a):
 - (i) caretaking, supervising and servicing Shared Facilities and the Building generally;
 - (ii) ensuring the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (iii) carrying out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility;
 - (iv) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
 - (v) preparing plans for any refurbishment works or any other Works;
 - (vi) providing services to the Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;
 - (vii) supervising the Committee's employees and contractors; and
 - (viii) carrying out any other task that the Committee agrees is necessary for the operation and management of the Building.

8. Insurance


8.1 Statutory insurance

The Committee must effect building insurance for Blue in accordance with the Conveyancing Act or the Management Act (whichever is applicable).

8.2 Required insurances

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

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;

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- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 161 of the Management Act for an Owners Corporation;
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

8.3 Optional insurances

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

8.4 Valuations

Subject to the Management Act and the Conveyancing Act, the Committee must have Blue valued for insurance purposes at least every five years according to section 160 of the Management Act as if a Strata Plan had been registered for a Stratum Lot. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of five years experience; and
- (b) experience in valuing for insurance purposes buildings like Blue.

8.5 Building sum insured

The Committee must insure Blue for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

8.6 Regular review of insurances

Each year the Committee must:


- (a) review its current insurance policies;
- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

The Secretary must include a motion on the agenda for a Meeting to determine these matters.

8.7 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if:

- (a) there is an increase in risk or a new risk to the Committee or Shared Facilities; or
- (b) the replacement value of the Building is changed as a result of any part of the Building being altered.

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8.8 Insurance records

The Committee must:

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

8.9 Payment of building damage insurance premium

Despite any other provision of this statement, the insurance premium for the building damage and destruction policy effected according to the Conveyancing Act, must be apportioned between the Owners under the section 162(2) of the Management Act as if a Strata Plan had been registered for a Stratum Lot.

8.10 Insurance claims affecting only one Stratum Lot


If a claim made under an insurance policy effected by the Committee relates only to one Stratum Lot or Strata Scheme and is caused solely by an event emanating from within that Stratum Lot or Strata Scheme as a result of an act or omission of an Owner or Occupier of, or invitee to, that Stratum Lot or Strata Scheme the Member who owns that Stratum Lot or Strata Scheme must pay any insurance excess payable in respect of that claim and must promptly use the proceeds of the insurance claim to repair the damage or reinstate the relevant part of the Building.

9. Shared Facilities and costs

9.1 Shared Facilities

Subject to the description of each Shared Facility in Schedule 1, Shared Facilities include the:

- (a) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but exclude any of those things which exclusively service one Member's part of the Building;
- (b) any rooms or areas in which Shared Facilities are located;
- (c) any area located in a Member's property that is used by another Member;
- (d) maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, preventative maintenance, repair, operation, cleaning

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and replacement of Shared Facilities;

- (g) inspection of Shared Facilities (if applicable) by Government Agencies; and
- (h) certification of Shared Facilities for the purposes of the law.

9.2 Costs of Shared Facilities

Subject to the description of Shared Facilities in Schedule 1, costs relating to Shared Facilities include costs for:

- (a) the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (b) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (c) the inspection of Shared Facilities (if applicable) by Government Agencies;
- (d) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (e) the certification of Shared Facilities for the purposes of the law.

9.3 Contribution to Shared Costs


- (a) The Members must contribute to the Shared Costs in the proportions referred to in Schedule 2.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in Schedule 2 and are appropriate.

9.4 Estimate of Shared Costs

- (a) The Committee must estimate how much money it will need for each 12 month period in advance to pay the Shared Costs incurred under this Statement.
- (b) The estimate referred to in clause 9.4(a) must be made no later than 30 days after the registration of this Statement and after that, as required by the Committee.

9.5 Contributions to Shared Costs

- (a) The Committee must impose a contribution on each Member being each Member's Share of the relevant estimate under clause 9.4(a) by written notice and each Member must pay the contribution within the time specified for payment in the notice.
- (b) If there is no apportionment for the cost of Shared Facility in schedule 2 and costs are incurred for that Shared Facility, the Committee may determine the apportionment by Unanimous Resolution.

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9.6 Additional expenses contribution


If the Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with clause 9.5, then it must impose a further contribution on each Member to meet the additional expenses as determined by the Committee in accordance with the appropriate formula for allocation.

9.7 Establishing accounts

- (a) The Committee may establish 2 accounts for contributions to Shared Costs:
 - (i) a capital works fund to pay for renewals and replacement of Shared Facilities; and
 - (ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.
- (b) The Committee must levy the first contribution within two months after this Statement is registered.
- (c) The Committee must budget and levy sufficient contributions for its funds under clause 9.7(a) to comply with its obligations under this Statement.

9.8 Accounting

- (a) Within 2 months after the expiration of each 12 month period referred to in clause 9.4(a), the Committee must provide to each Member a duly audited report comprising but not limited to:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
 - (iii) particulars of any arrears of contributions.
- (b) The Committee must open a bank/building society account and pay into it all amounts received under this clause 9. Withdrawals from that account must only be used for purposes permitted under this Statement or in accordance with a Unanimous Resolution authorising an expenditure of money.
- (c) The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:
 - (i) credit it to one of the Committee's accounts; or
 - (ii) pay it to the Members in shares decided by the Committee.

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9.9 Dealing with surplus funds

If there are surplus funds in any fund established under clause 9.5, the Committee may by Unanimous Resolution distribute them between the Members in the shares decided by the Committee, having proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

9.10 Member in Default

If a Member fails to pay a contribution imposed under either clauses 9.5 or 9.6, it will then be a Member in Default and:

- (a) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Committee) as a debt due and owing; and
- (b) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered without deduction of any costs or expenses incurred in such recovery and the Committee will decide what proportion of interest at the Default Rate payable under clause 9.10(a) (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;
- (c) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Committee.

9.11 Failure to provide information


- (a) The Committee may do anything under this clause 9 which in the opinion of the Committee, a Shared Facility Member has not done or not done properly.
- (b) If the Committee exercises a function under clause 9.11(a) the Shared Facility Member must reimburse the Committee for its costs in exercising the function.

10. Alterations to Shared Facilities and Shared Costs

10.1 Acknowledgment

The Members acknowledge that Schedule 1 and Schedule 2 may need to be amended if:

- (a) additional Shared Facilities are identified;
- (b) any of the Shared Facilities are modified or replaced;
- (c) there are any alterations to the Building;
- (d) there are any variations in the usage of the Shared Facilities;

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- (e) the Shared Costs in Schedule 2 result in a manifestly unfair allocation of Shared Costs between relevant Members; or
- (f) changes to legislation require it.

10.2 Alterations to Shared Facilities


- (a) The Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and such, when carried out, will be treated as amending Schedule 1 and Schedule 2 in the appropriate way.
- (b) When the Committee varies, modifies, alters or adds to a Shared Facility, the Committee must review that allocation of Shared Costs in respect of the Shared Facility that is varied, modified, altered or added to ensure the allocation of Shared Costs in respect of those Shared Facilities is or remains fair.

10.3 Alterations to Shared Costs

The Committee may vary a Member's Share if there is a change in that Member's usage of the Shared Facilities.

10.4 Periodic review of Shared Costs

- (a) The Committee must, at least once every five years, review the allocation of Shared Costs for each of the Shared Facilities to ensure that the allocation of Shared Costs remains fair.
- (b) If following the review the Committee determines that the Shared Costs for any Shared Facility are not fairly allocated or if any Member is of the view that the Shared Costs for any Shared Facility that they pay for are not fairly allocated, then
 - (i) if all Members who pay for a Shared Facility agree on a new allocation of Shared Costs for the Shared Facility, the Committee must amend Schedule 2 accordingly and with effect from the next period for payment of Administrative Fund and Capital Works Fund contributions; or
 - (ii) if all Members who pay for a Shared Facility do not agree on a new allocation of Shared Costs for any Shared Facility or Shared Facilities, the Committee must promptly engage an expert to prepare a report on the allocation of the costs of those Shared Facilities based on the nature of the Shared Facility and any available information about the use of those Shared Facilities over the prior three years and to recommend any necessary changes to the Shared Costs for those Shared Facilities. If the expert report recommends that the allocation of Shared Costs for a Shared Facility should be changed then the Committee must adopt the recommendation of the expert and amend Schedule 2 accordingly.
- (c) If a Member who pays for a Shared Facility disputes the expert's recommendation about the Shared Facility, the Member may within 30 days of the date of the experts report issue a dispute notice under clause 5 ("Dispute resolution") in which vent the

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dispute resolution provisions in clause 5 ("Dispute resolution") will apply to the determination of the allocation of the Shared Costs with respect to the relevant Shared Facility.

- (d) The Committee must promptly amend Schedule 2 to record any changes to Shared Costs pursuant to this clause 10.4 ("Periodic review of Shared Costs") and register the amendment.

10.5 Rights of Members to change Shared Facilities

Despite any other provision of this statement to the contrary, a Member may make at the Member's cost the additions, changes and extensions ("**Changes**") to Shared Facilities on registration of a subdivision plan for a Stratum Lot (including a Strata Plan) if:

- (a) the Change to be made does not result in a Stratum Lot (owned by another Owner) suffering a permanent material reduction in its rights to use each relevant Shared Facility ; and
- (b) any variation of the apportionment of costs for each relevant Shared Facilities does not result in a Stratum Lot (owned by another Owner) bearing a materially higher proportion of costs for that Shared Facility after the Change; or
- (c) in any other case, the Member obtains the approval of the Committee given by Ordinary Resolution.

Members must without delay do all things reasonably necessary to enable a Change to be made according to this clause.

11. Maintenance of Shared Facilities, the Building and redevelopment

11.1 Member to maintain


Members must maintain, repair and where necessary replace the Shared Facilities forming part of that Member's Strata Scheme or Stratum Lot.

11.2 Committee may maintain

The Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under the Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot). If the Committee carries out maintenance, repair or replacement of Shared Facilities (being part of a Member's Strata Scheme or Stratum Lot) it must pay for the repair and maintenance out of money standing in the accounts referred to in clause 9.7.

11.3 Committee may direct maintenance

The Committee may direct, by notice in writing, a Member ordinarily responsible under Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot) to carry out maintenance, repair and replacement of any

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Shared Facilities referred to in the notice. If the Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Committee must pay the full cost to the Member out of money standing in the accounts referred to in clause 9.7 as and when the cost becomes due for payment.

11.4 Committee's obligations when carrying out works

When carrying out any works to the Shared Facilities the Committee must comply with all obligations under this Statement (including without limitation clauses 20.6 and clause 21.2) that apply to Members and Owners when carrying out works under this Statement.


11.5 Members responsible for own Stratum Lot

Each Member must:

- (a) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Member's Stratum Lot;
- (b) 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 Member's Stratum Lot) 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;
- (c) 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 Building Facilities; and
- (d) allow the other Members at reasonable times on reasonable notice to enter their Stratum Lot 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 their Stratum Lot or another Stratum Lot to exercise rights or preform obligations pursuant to any easement.

11.6 Failure of Member to carry out its obligations


- (a) If the Member does not carry out its obligations under clause 11.5 then the Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 11.5, including:
 - (i) carrying out work on the Member's Lot to do anything the Member has failed to do under clause 11.5
 - (ii) enter the Member's Lot with or without tools and equipment and remain there for the period of time for that purpose.

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- (b) In exercising its rights under this clause, the Building Management Committee must:
- (i) ensure that all work is done properly;
 - (ii) cause as little interference as practical to any occupier of the Member's Lot;
 - (iii) cause as little damage as possible to the Member's Lot and any improvements on it; and
 - (iv) if damage (being damage arising because the Member's Lot has not complied with clause 11.4) is caused, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Committee must:
- (i) before exercising its rights under clause 11.6(a), by written notice, give the Member a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;
 - (ii) give the Member reasonable notice of intention to enter the Member's Lot.
- (d) The Committee may recover any expense it incurs under this clause 11.6 from the relevant Member as a debt, and may include that expense in the Administrative Fund contributions payable by that Member.

11.7 Upgrading and redevelopment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this management statement, the Building will require upgrading from time to time, and the Building may need to be redeveloped.
- (b) If the Committee by Ordinary Resolution resolves to upgrade or redevelop the Building, the Committee must procure the preparation of concept plans, indicative costings and a funding proposal for consideration by the Members.
- (c) Within 42 days after the Committee submits the upgrade or redevelopment proposal to the Members, the Committee must meet to resolve whether or not to implement the proposal.
- (d) If the Committee resolves by Special Resolution to implement the upgrade or redevelopment proposal, the Committee must apply for any approvals required for the upgrade or redevelopment works and engage contractors to perform the works. The Members must do all things reasonably necessary to enable the Committee to obtain these approvals, raise finance to fund the works and engage contractors, the Members must, as and when required, contribute any funding required of them in connection with the upgrade or redevelopment works.
- (e) Each member may, in its absolute discretion and at its sole cost, upgrade or redevelop their Stratum Lot.

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- (f) The Members agree not to unreasonably withhold their consent to any application by a Member 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, any other Government Agency having jurisdiction or any architectural standards, maintenance manual or similar document adopted by the Committee for the Building.
- (g) When undertaking any redevelopment under this clause, the Members must comply with their obligations under this management statement that apply to Members when carrying out Works.


12. Architectural and landscape standards

12.1 Architectural and landscape standards

- (a) The Committee may by Unanimous Resolution adopt architectural and landscape standards for the Building.
- (b) The Members must comply with the architectural and landscape standards.
- (c) The Committee may amend, modify or add to the architectural or landscape standards by Unanimous Resolution.
- (d) Only a representative of a Member whose Strata Scheme or Stratum Lot common property will be directly affected by an amendment, modification or addition to architectural or landscape standards may vote in a resolution regarding those matters.
- (e) A person bound by these standards may apply to the Committee to change the standards by the procedures for application set from time to time by the Committee.
- (f) The Committee's review and decision on applications for amendment, modification or additions to the standards are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain a consent under the relevant Strata Scheme by-laws or from any relevant statutory authority.

13. Telecommunications equipment

The Members and Owners acknowledge that from time to time there may be located on the roof of the Building and at various locations throughout the Building telecommunications equipment including but not limited to aerials, antenna, microwave dishes together with associated cables, pipes and wires which must be installed with the approval of all the relevant statutory authorities and the Committee.

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14. Power to make Rules

14.1 Committee to make rules

The Committee has the power to make Rules regarding access to Shared Facilities by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with the Rules.

14.2 Inconsistencies

If there is any inconsistency between this Statement and an easement to use and access a Shared Facility, this Statement prevails to the extent of the inconsistency.

15. Provision of services

15.1 What are the powers of the Committee?


Subject to sub-clause 15.2, the Committee has the power to supply or procure the supply of the following services to Members, Owners and Occupiers:

- (a) electricity supply;
- (b) gas supply;
- (c) hot, cold and non-potable water supply;
- (d) Embedded Network Services;
- (e) Embedded Network Customer Services;
- (f) Embedded Network management services; and
- (g) any other supply or service.

15.2 When can the Committee supply services?

The Committee has the power to supply the services referred to in clause 15.1 to Members, Owners or Occupiers if:

- (a) it decides to do so by Ordinary Resolution;
- (b) there would be significant cost savings if the Committee purchases the service in bulk and supplies to its Members, Owners or Occupiers;
- (c) the Committee reasonably determines it would be beneficial to the operation and management of the Building for the Committee to supply the service; or
- (d) a Member, Owner or Occupier asks the Committee to supply the service.

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15.3 Power to enter into contracts

To give effect to a resolution contemplated in clause 15.2, the Committee has the power to:

- (a) enter into contracts and agreements with the providers of services;
- (b) appoint and enter into agreements with Embedded Network Suppliers for the installation of Embedded Networks in the Building and for the supply of Embedded Network Services to Blue generally and to Stratum Lots, Strata Schemes and Strata Lots; and
- (c) enter into agreements for the supply of Embedded Network Customer Services to the Building generally and to the Committee, and to Occupiers of Stratum Lots, Strata Schemes and Strata Lots and to Occupiers.

15.4 Members' obligations

- (a) If the Committee enters into any agreement contemplated in this clause 15 (Provision of services), each Member must promptly do all things necessary to enable the Committee to enter into, perform and give effect to the agreement and to enter into any agreements (including leases, licences and easements) and execute any documents related to any such agreement.
- (b) If a Member enters into any agreement for an Embedded Network Service or other service contemplated in this clause 15 (Provision of services), the Member must ensure the agreement is not inconsistent with any agreement entered into by the Committee and would not cause the Committee to be in breach of any agreement entered into pursuant to this clause 15 (Provision of services).

15.5 Disconnecting a service


The Committee has the power to disconnect a service to a Member, an Owner or an Occupier who does not pay the Committee for the service according to this Statement only in the following circumstances:

- (a) if the disconnection does not interfere with the provision of that service to another Member, Owner or Occupier who has paid the Committee for the service; and
- (b) reasonable notice has been given to the Member, Owner or Occupier whose service is being disconnected.

15.6 Matters the Committee must take into account

In considering whether to supply a service to Members, Owners or Occupiers the Committee must determine:

- (a) how it will recover costs from Owners and Occupiers who may connect to the service (who are not Members);
- (b) how the service will be metered; and

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- (c) whether the service will be a Shared Facility.

15.7 Provision of personal information

The Committee may, to the extent reasonably necessary, provide personal information of Owners and Occupiers in any component of the Building to any Embedded Network Service provider or other provider of a service contemplated in this clause, and Owners Corporations may, and must on request by the Committee, provide personal information of Owners and Occupiers in their Strata Scheme to the Committee for provision to an Embedded Network Service provider or other provider of a service. Owners and Occupiers in the Building consent to their personal information being provided as contemplated in this clause.

16. Using approved contractors

16.1 Overview

Many of the Shared Facilities in the Building are highly technical and affect other components in the development. As a result:


- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors and consultants approved by the Committee may do structural building works and maintain or replace Shared Facilities.

16.2 Obligations of Committee

- (a) The Committee must:
 - (i) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building works; and
 - (ii) give each Member a list of current approved contractors and consultants.
- (b) The Committee may make a decision to approve a contractor or consultant in its absolute discretion.

16.3 Obligations of Members, Owners and Occupiers

Member, Owners and Occupiers must only use contractors approved by the Committee for all work described in this clause 16. If work is to be performed within a Stratum Lot that is directly linked to the work being performed on behalf of the Committee, the relevant Member must, at its cost, use the same contractor who has been engaged by the Committee to perform that work.

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17. Damage to Shared Facilities

Members, Owners and Occupiers must:

- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Committee for any damage to Shared Facilities caused by the relevant Member, Owner or Occupier, their visitors or persons doing work in the Building on their behalf.

18. Restricting access to Shared Facilities

Subject to this Statement, the Committee may restrict access to Shared Facilities.

19. Access to the Building


19.1 Access through secured areas

If boom gates or other access control or security devices are installed by a Member that prevents the exercise of a right of access by a Member, Owner or Occupier to their Stratum Lot or Strata Lot, the member must provide the Committee with security keys that enable the relevant Members, Owners and Occupiers to exercise their right of access to their respective lots at all times.

19.2 Members, Owners and Occupiers rights and obligations

Members, Owners and Occupiers must:

- (a) take all reasonable steps not to lose security keys and access control devices;
- (b) return security keys and access control devices to the Committee if they are not needed;
- (c) notify the Building Manager immediately if a security key or access control device is lost;
- (d) comply with the reasonable instructions of the Building Manager or Committee about security keys and, in particular, about re-coding and returning security keys and access control devices; and
- (e) reimburse the Committee for the cost of or associated with the issuing of any replacement security keys or of cancelling security keys, as required by them.

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Members, Owners and Occupiers must not:

- (a) copy a security key or access control device; or
- (b) give a security key or access control device to someone who is not a Member, an Owner or an Occupier;

19.3 Who owns security keys?

Security keys and access control devices belong to the Committee.

19.4 Managing the security key system

The Committee will keep an up-to date register of the persons holding security keys and access control devices.

20. Restriction on Works

20.1 Member must not carry out Works

A Member must not carry out Works at the Building unless:

- (a) the Works have been approved by the Committee under this part (which approval must not be unreasonably withheld, provided that the applicant complies with the requirements of this part); and
- (b) all necessary approvals are obtained by Government Agencies.

20.2 Carrying out Works

All Works must be done strictly in accordance with:

- (a) any approvals for those Works given by the Committee and Government Agencies according to this Statement; and
- (b) all laws (including all environmental laws).


20.3 When to apply for Government Agency approval

A Member must not apply for Government Agency approval to carry out Works until the Member has obtained Committee approval.

20.4 Members must apply to Committee to carry out Works

If a Member proposes to carry out any Works the Member must:

- (a) lodge an application with the Committee that complies with clause 20.5 and obtain the Committee's approval for the application before it commences any Works; and

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- (b) comply with the reasonable requirements of the Committee in carrying out the Works.

20.5 Applications

Applications for Committee approval must be:

- (a) submitted by the Member or the Member's nominee or agent in writing;
- (b) submitted to the address for service of the Committee, which is the secretary's address; and
- (c) accompanied by 2 copies of, if applicable:
- (i) building plans (including elevations and cross sections) and specifications relevant to the Works;
 - (ii) the descriptions and samples of exterior materials and colours and external light fittings if they are available;
 - (iii) a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
 - (iv) a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of the Building.

20.6 Minimum requirements for Works

The Works must not:


- (a) adversely affect the Building;
- (b) at any time, affect the quiet enjoyment of the Owner and Occupiers of the other Stratum Lots; and
- (c) result in an increase in the amount paid by the other Members with respect to Shared Facilities.

20.7 Additional information

The Committee may require an applicant Member to give additional information to clarify details in the application or the criteria that the Committee must assess when it considers the application. The Committee must make a request for additional information within 10 business days of receiving the application. The applicant Member must supply the additional information as soon as reasonably possible.

20.8 Commercial/Shop Top Fitout Works

Members who wish to perform Commercial/Shop Top Fitout Works:

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- (a) are not required to obtain Committee approval for the fitout works unless the fitout works includes Works;
- (b) must in all other respects comply with the requirements of clauses 20 and 21 in relation to Works, except if the works are minor fit out works inside retail or commercial premises; and
- (c) must comply with any fitout manual adopted for the Commercial Stratum.

21. Committee approvals

21.1 Committee approval


After the Committee has considered an application it must give the applicant Member written notice approving the application (conditionally or unconditionally) or rejecting the application. The Committee must give the notice:

- (a) if the Committee does not require further information about an application, within 20 business days of receiving the application; and
- (b) if the Committee does require further information, within 10 business days after it receives the additional information.

21.2 Mandatory conditions

All applications that are approved by the Committee are subject to the following conditions:

- (a) The applicant Member must pay promptly all costs, charges and expenses in connection with the Works;
- (b) The applicant Member must ensure that the Works are done:
 - (i) in a proper and workmanlike manner;
 - (ii) with good construction practices, techniques and use of good quality materials;
 - (iii) by skilled, qualified and licensed contractors, where appropriate;
 - (iv) in accordance with the requirements of any relevant Government Agency; and
 - (v) in accordance with the approval of the Committee;
- (c) The applicant Member must use all reasonable endeavours to ensure that as little disruption as possible is caused to other Members, Owners and Occupiers; and
- (d) The applicant Member must provide 'as built plans' to the Committee at completion of the Works.

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- (e) The applicant Member must ensure that:
- (i) proper and adequate access is available for the public to and from the Building at all times;
 - (ii) the method of carrying out the works keeps noise, vibration and the intrusion of dust and dirt into the Building to a minimum; and
 - (iii) the works are carried out at times which minimise (so far as is reasonably possible) disruption to the Owners and Occupiers of the Building.

21.3 Other conditions

Conditions imposed by the Committee may include, but are not limited to:


- (a) submission of any additional plans and specifications or such other information as required by the Committee;
- (b) changes being made to any of the items or information included in the application;
- (c) maintaining and ensuring that the applicant Member's contractors maintain:
 - (i) the insurance required by law in respect of all persons employed in connection with the Works;
 - (ii) policies for public liability insurance, professional indemnity insurance and contractors' all risk insurance with respect to the Works,noting the interests of the Members in the policies.
- (d) compliance with all laws and requirements of Government Agencies;
- (e) approving contractors for work carried out to Shared Facilities;
- (f) payment of any costs associated with altering or amending the Shared Facilities; and
- (g) relevant indemnities for public liability.

21.4 Confirmation of approval

All approvals must be signed by the secretary or, in their absence, the chairperson of the Committee or by the Strata Manager if the Committee has delegated that responsibility to the Strata Manager.

21.5 Expiry of approval

A Committee approval expires when any relevant Government Agency approval expires, or, if there are no other expiry dates, two years from the date of the Committee approval.

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21.6 Changes

If an applicant Member:

- (a) has obtained a Committee approval; and
- (b) obtains all necessary approvals from relevant government agencies; and
- (c) the Works have changed since the Committee approval was obtained because of the requirements of the relevant Government Agency or construction contingency,

the applicant Member must submit to the Committee, at the address for service of the Committee, which is the secretary's address, two copies of all necessary plans and sufficient information that shows or describes the extent of the changes.

21.7 Non-substantial changes

If the change is not a substantial change, the information is submitted to the Committee for information only.

21.8 Substantial changes

If the change is a substantial change, the Committee may modify its original approval by giving a modified approval within 10 business days after receipt of the information set out in clause 21.6 from the applicant Member.


21.9 Committee must act reasonably

The Committee cannot unreasonably withhold its consent to an application or impose conditions on an approval that are not relevant and reasonable in the circumstances.

21.10 Inspection and compliance

This is the procedure for the inspection of Works when they are complete:

- (a) the applicant Member must notify the Committee that the Works are complete and, with the notice, give the Committee plans of the Works (if relevant);
- (b) within 5 business days of receiving the notice the Committee may inspect the Works;
- (c) subject to clause 21.11, if the Committee considers that the Works have not been completed in accordance with the Committee approval, the Committee must notify the applicant Member in writing of the non-compliance, specifying the particulars of non-compliance, within 10 business days after the inspection;
- (d) if the Committee does not inspect the Works or does not notify the applicant Member of any non-compliance within 10 business days after the inspection, the Committee is deemed to have approved the Works as completed; and
- (e) the applicant Member must remedy the non-compliance within 30 days after receiving

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the notice from the Committee, and then the notice and inspection procedure described in this clause applies again.

21.11 Notice of non-compliance

The Committee may only serve a notice of non-compliance under clause 21.10 if the non-compliance has resulted in a material adverse impact on the appearance or structural integrity of the Building or the Shared Facilities.

21.12 Non-compliance

If the applicant Member does not comply with clauses 20 or 21 or with any approval issued by the Committee under this part, the Committee may serve a notice on the applicant Member requiring it to remedy the non-compliance within a reasonable period set out in the notice.

21.13 Remedy

If the applicant Member does not remedy the non-compliance in the period set out in the notice, the Committee may:

- (a) enter any part of Blue where the non-compliance has occurred; and
- (b) remedy the non-compliance; or
- (c) remove the non-complying Works; and
- (d) recover the costs of its action under this clause as a liquidated debt from the applicant Member.

21.14 Preventing a breach

The Committee may take any action it considers necessary to prevent a breach of this statement, particularly this part. For example, without limitation, it may:


- (a) require all work on the relevant part of Blue to cease; or
- (b) restrict the access of the applicant Member, its agents, employees or contractors to the relevant part of Blue.

21.15 No liability of the Committee

Neither the Committee, nor any Member of the Committee, is liable to any applicant Member for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this part unless due to the wilful misconduct, bad faith, or criminal act of the Committee or their duly authorised Representative.

21.16 Indemnity

The applicant Member must indemnify the Committee, any agent, employee or contractor of the Committee against all losses, claims, demands and expenses that

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the Committee, or any agent, employee or contractor of the Committee sustains or incurs due to the Applicant Member's non-compliance with clauses 20 and 21.

22. Shared Facilities for the sole use of certain Members

22.1 Rights of the Member

Subject to compliance with the other provisions of this clause 22, a Member:

- (a) may at its cost operate, maintain, repair and, where necessary, replace a Shared Facility in respect of which the Member is identified in Schedule 1 as the sole user; and
- (b) gain access to the Shared Facility by the most direct route through Strata Schemes and Stratum Lots.

22.2 Rectifying damage

A Member must promptly rectify any damage they cause to the Building when they exercise their rights under this clause 22. If a Member fails to comply with this clause, the Committee may rectify such damage and recover the reasonable costs of rectification from the Member. Those costs must be paid within 30 days of the Committee providing the Member with an invoice for those costs and any information reasonably required to assess those costs.

22.3 Commercial air conditioner condenser units and refrigeration system condenser units


For the purpose of installing, maintaining and removing air conditioner condenser units and refrigeration system condenser units, the Owner of the Retail Component may exercise the rights under easement for services (and any other easement relating to air conditioning or refrigeration equipment servicing the Retail Component) created in the Stratum Plan and, when doing so, must comply with the obligations in those easements.

23. Commercial and retail premises

23.1 Meanings

In this clause:

- (a) **Retail/Commercial Premises** means a Strata Lot or leased or licenced premises in the Commercial Component and the Shop Top Component; and
- (b) **you** means the Owner or Occupier of a Strata Lot or premises in the Commercial Component and the Shop Top Component.


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23.2 Use of Retail/Commercial Premises

- (a) Subject to compliance with this management statement, you are entitled to use your Retail/Commercial Premises for purposes approved by Council and other Government Agencies having jurisdiction.
- (b) You must ensure that the nature and standard of the business you conduct from your Retail/Commercial Premises and the condition of your Retail/Commercial Premises are not inconsistent with general quality and standard of Blue.
- (c) You must keep the interior of your Retail/Commercial Premises , including the fitout of and displays in your Retail/Commercial Premises, in a good, clean and tidy condition at all times.
- (d) You may have your Retail/Commercial Premises open for business during hours approved by Council and other Government Agencies having jurisdiction.
- (e) You must not play music that is audible outside your Retail/Commercial Premises between 9.30pm and 9.00am on any days of the week or other hours as approved by Council.
- (f) All Owners Corporations, Owners and Occupiers acknowledge that:
 - (i) the Retail/Commercial Premises in the Shop Top Component and the Commercial Component are to be used for retail and commercial purposes and agree and undertake that they will not make any objection to or encourage others to object to any applications for development approval for or relating to the lawful use of any Retail/Commercial Premises in a Shop Top Lot or a Commercial Lot;
 - (ii) Retail/Commercial Premises may be used for any use determined by the Owner of the Shop Top Lot or the Commercial Lot (or of any lot created on subdivision of the Shop Top Lot or Commercial Lot) provided the use is not prohibited by law.
- (g) The Owners Corporations and Owners and Occupiers, must, if necessary, promptly on request by a Shop Top Lot Owner or Commercial Lot Owner, sign any necessary consent to the Shop Top Lot Owner or Commercial Lot Owner making an application to a Government Agency for or in connection to the use of any Retail/Commercial Premises for any use that is not prohibited by law.

23.3 Shopfronts

- (a) You must:
 - (i) must have consent from Council and any other relevant Government Agencies for any works that you perform in relation to your shopfront; and
 - (ii) properly maintain and repair your shopfront and keep your Shopfront in good and safe repair and condition in keeping with the quality and standard of the Building.


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- (b) All illumination of shopfronts must be from light fittings within your Retail/Commercial Premises . No additional light fittings of any kind may be fitted outside your shopfront without the prior consent of the Owners Corporation.
- (c) Lighting levels of shopfront displays within your Strata Lot or premises must not exceed 1,200 lux.
- (d) Any lighting in or of your shopfront must not cause a nuisance to occupiers of the Residential Component or of residential premises in neighbouring buildings.
- (e) The layout of the merchandising in your shopfront must:
 - (i) have a cohesive design across the whole of the shopfront; and
 - (ii) be of a high quality, neat, uncluttered and professional looking at all times.
- (f) The content of the merchandising within your shopfront must not include:
 - (i) neon, strobe or flashing lights;
 - (ii) strobing, animated, flashing or audible signs; or
 - (iii) third party advertising or promotion.

23.4 Outdoor seating

If you have secured the right to have an outdoor seating area (**Outdoor Area**) you:

- (a) may only use your Outdoor Area for a lawful purpose connected with the use of your Retail/Commercial Premises and you may use your Outdoor Area only at times when you may use your Retail/Commercial Premises subject to those hours being approved by Council and any other relevant Government Agencies;
- (b) may only use your Outdoor Area between 7.00am and 10.00pm on each day of the week; and
- (c) not play music in your Outdoor Area between 9.00pm and 9.00am on any day of the week or such other hours as consented to by Committee.
- (d) must keep your Outdoor Area, tables and chairs you place in your Outdoor Area neat and tidy and in good repair;
- (e) must not obstruct any access ways on the ground level of the Building including the entry doors to the Building and access to and from staircases or lifts; and
- (f) must keep your Outdoor Area in a clean hygienic condition, free of rodents and other infestations.

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24. Commercial and retail signage

24.1 Right to affix under awning signs

Subject to clauses 24.2 and 24.3, the Commercial Lot Owner and Shop Top Lot Owner have the right, for each commercial and retail tenancy or Strata Lot in the Commercial Component or Shop Top Component, to affix and maintain in locations determined by the Commercial Lot Owner or Shop Top Lot Owner and immediately outside the tenancy or Strata Lot one perpendicular blade sign to the external face of the Building (**Signage**).

24.2 Shared Facility

- (a) The sites where the Signage is affixed is a Shared Facility for the sole benefit of the Commercial Lot Owner or Shop Top Lot Owner, as applicable.
- (b) The Signage includes any wires, cables, conduits or other equipment used for the passage of electricity between the Commercial Lot and the Shop Top Lot and the signs comprising the Signage.
- (c) The Signage may only include signage displaying the name and logo of the operator of the business in the relevant tenancy or Strata Lot.


24.3 Commercial Lot Owner and Shop Top Lot Owner's obligations

The Commercial Lot Owner and Shop Top Lot Owner and, if relevant, the Owner of each Strata Lot in the Commercial Component in respect of the Signage for its tenancy or Strata Lot must:

- (a) ensure that it has all necessary approvals from all proper authorities for the Signage and comply with those approvals and all laws;
- (b) at its cost, properly maintain, repair and replace the Signage and all ancillary equipment servicing the Signage, and keep it in good condition and working order;
- (c) not do anything that may compromise the appearance or structural integrity of the awning or the façade or boundary walls of the improvements on the Residential Stratum;
- (d) not install any Signage that includes neon lights, flashing lights, moving signs, audible messages or other sound or banner signs;
- (e) cause as little disturbance or damage as possible to the Residential Building and if there is any disturbance or damage restore the Residential Building as nearly as practical to its original condition; and
- (f) pay for all electricity used in relation to the illumination or running of any Signage.

24.4 Shopfront signage

- (a) Owners and Occupiers of the Commercial Component and the Shop Top Component may install display signs on their shopfronts (including any part of their shopfront that

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faces an entry foyer of the Building), provided they comply with clauses 24.4(b) and 24.4(c).

- (b) Any shopfront signage may only include signage displaying the name and logo of the operator of the business conducted in the Stratum Lot or tenancy within the Stratum Lot and the presence of that business in the Building.
- (c) The Owner and Occupiers of the Commercial Component and the Shop Top Component must, at their cost, in relation to their shopfront signage:
 - (i) obtain and have all necessary consents from Council or other Government Agency having jurisdiction for any signage they install;
 - (ii) properly maintain and repair the signage and keep the signage in good and safe condition;
 - (iii) comply with the requirements of Government Agencies in relation to the signage;
 - (iv) maintain, repair and, where necessary, replace the signage and any associated pipes, wires, cables and ducts;
 - (v) provide the Committee and any affected neighbouring Stratum Lot Owner with not less than seven days prior written notice of its intention to perform any work in the neighbouring Stratum Lot in relation to the signage (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Owner about the time when they can access the neighbouring Stratum Lot, if necessary, to perform the work;
 - (vi) pay for all electricity used in relation to the illumination or running of the sign;
 - (vii) promptly repair any damage they cause to the Building whilst exercising rights under this clause; and
 - (viii) comply with the provisions of this management statement, as relevant, that relate to signage.

25. Storage and disposal of waste

25.1 Overall responsibility

The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from Blue and that waste collection points are clear and unobstructed when waste is to be collected from Blue. Each Member has obligations in relation to the storage and disposal of waste from their Stratum Lot or strata scheme. You must comply with and any Rules made by the Committee about using the Garbage Facilities and disposing garbage.

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25.2 Shared facility

Some Garbage Facilities are Shared Facilities. See schedule 1 for more information.

25.3 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers who are entitled to use the Garbage Facilities that are Shared Facilities under this management statement must deliver their garbage and recyclable materials to the Garbage Facilities and store it in the area allocated for their use by the Committee, if any.

26. Commercial Component and Shop Top Component waste

26.1 General requirements

Members, Owners and Occupiers of Commercial Component and the Shop Top Component must not deposit or leave garbage or recyclable materials:

- (a) anywhere in the Building other than in the Commercial/Shop Top Garbage Room; or
- (b) in an area of their Stratum Lot or Strata Lot that is visible from outside the Stratum.


26.2 Making Rules

The Committee may make Rules about the storage and removal of garbage from the Building and, in particular, from the Commercial/Shop Top Garbage Room.

26.3 Obligations

Members, Owners and Occupiers of the Commercial Component and the Shop Top Component must, at their cost:

- (a) arrange for the regular removal of their rubbish from the Building;
- (b) transport their garbage and recyclable materials from their Commercial/Shop Top Garbage Room to the garbage collection point and back on the day of garbage collection;
- (c) keep their garbage and recyclable receptacles in their premises or Commercial/Shop Top Garbage Room prior to collection from the Building and on the day of collection leave them in the areas in the Commercial/Shop Top Garbage Room designated for those purposes by the Committee;
- (d) ensure that garbage receptacles in their Stratum Lot are not visible from outside their Stratum Lot; and
- (e) ensure that rubbish receptacles in their Stratum Lot are kept in a sanitary condition and do not omit odours;

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- (f) dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste; and
- (g) clean, maintain and repair the Commercial/Shop Top Garbage Room.

27. Graffiti removal and vandalism

The Committee must ensure that any graffiti applied to the Building or any damage to the Building caused by vandalism is removed or repaired within seven days of its application or occurrence, and must adopt a graffiti management plan for the removal of graffiti and repair of the Building.


28. Fire safety

- (a) The Committee and each Member must:
 - (i) comply with laws about fire safety;
 - (ii) comply with any fire engineered solution or fire safety plan for the Building; and
 - (iii) comply with regulations 177, 182, 183, 184, 185 and 186 of the *Environmental Planning and Assessment Act Regulation 2000*, as amended or replaced from time to time.
- (b) If the fire alarm for the Building is activated because of any activity by an Owner or Occupier of the Residential Building or the Commercial Component and the Committee incurs a "false alarm" charge, the Committee will be entitled to recover that charge, on demand or by including the charge in an Administration Fund levy statement, from the Member in whose Stratum Lot or Strata Scheme the activity causing the false alarm took place.

29. Sewer and stormwater pump pits and reticulation system

29.1 Cleaning and maintenance

The sewer and stormwater pump pits and sewer reticulation system are a Shared Facility. The Committee must arrange for the regular cleaning and maintenance, as well as the repair and replacement, of the sewer and stormwater pump pits and sewer reticulation system so as to ensure that they are at all times in effective working order and condition.

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Part D

Development and further subdivision

30. Development of Commercial Stratum

30.1 Acknowledgement by Members and Occupiers

Members and Occupiers acknowledge that:

- (a) the Commercial Stratum Owner intends to carry out Commercial Works;
- (b) the Commercial Works may result in temporary disruptions to services and access ways;
- (c) the Commercial Works may result in the creation of noise, dust and vibration;
- (d) the Commercial Works may be carried out in stages over an indeterminate time frame until completion of the Commercial Works; and
- (e) amendments or additions to this statement may be required by Government Agencies under development consents or in exercising other statutory functions or otherwise by the Commercial Stratum Owner.

30.2 Application of clauses 20 and 21

Despite any other clause in this management statement, clauses 20 and 21 do not apply to the Commercial Works or any plan, instrument or document for the subdivision of the Commercial Stratum, including a strata management statement.

30.3 Obligations of Members and Occupiers

Members and Occupiers must:


- (a) not impede, fetter or prevent development of the Commercial Stratum as contemplated under this management statement; and
- (b) do all such other things necessary, ancillary or desirable to permit the Commercial Stratum Owner to carry out the Commercial Works and subdivide the Commercial Stratum.

31. Further strata management statements

31.1 What a Member must do if it proposes to subdivide its Stratum Lot by a Strata Plan

If a Member proposes to subdivide its Stratum Lot by registration of a Strata Plan, the Member must:

- (a) use its reasonable endeavours to obtain an exemption from the Registrar under the

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Act to the lodgement of a strata management statement with the proposed Strata Plan on the basis that a strata management statement is already in force with respect to the Building; and

- (b) if the Member does not obtain an exemption from the Registrar under the previous subclause, register a short form strata management statement that refers to this Statement as the operative document; and
- (c) pay all costs associated with the preparation and lodgement of the necessary documents, including the short form strata management statement,

31.2 What is a short form strata management statement?

A short form strata management statement is a document registered with the proposed Strata Plan that:

- (a) complies with the Development Act;
- (b) refers to this Statement as the operative document; and
- (c) has force and effect as if the initial registered strata management statement is set out in full in the short form strata management statement.

31.3 Endorsement of consent

Members, Owners and Occupiers with interests registered on the title for any Stratum Lot must:


- (a) give their consent to a strata management statement that complies with this clause 32; and
- (b) do all things reasonably necessary to ensure that the Member can lodge the Strata Plan and the strata management statement (if applicable) for registration, including signing documents and producing certificates of title.

32. Subdivisions of Stratum Lots

32.1 Subdivisions which create Stratum Lots

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create two or more Stratum Lots, Members, Owners and Occupiers must:

- (a) not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect their use of Shared Facilities or costs contributed to Shared Facilities; and
- (b) agree to amendments to this management statement unless their rights and obligations are detrimentally and substantially affected; and

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- (c) if a further management statement is required, agree to the new management statement provided that:
- (i) the new management statement is in the form of this management statement or a short form strata management statement as contemplated in clause 32.2, with any amendments required as a result of the subdivision; and
 - (ii) their rights and obligations under this management statement would not be detrimentally and substantially affected by the further management statement.

32.2 Subdivisions which create Strata Schemes

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot (or part of its Stratum Lot) to create one or more Strata Schemes, Members, Owners and Occupiers must not object to the subdivision if:

- (a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect their use of Shared Facilities or costs contributed to Shared Facilities; and
- (b) if the Owner of the Stratum Lot is required to register a strata management statement with the Strata Plan, the proposed strata management statement to be lodged for registration with the Strata Plan is a short form strata management statement as contemplated in clause 33.2 or is in the form of this management statement with the exception of the following changes:
 - (i) amendments required to ensure compliance with the Development Act; and
 - (ii) amendments to the terminology used in this management statement required to reflect the strata subdivision; and
- (c) their rights and obligations under this strata management statement would not be detrimentally and substantially affected by the proposed strata management statement.

32.3 Deemed consent


If the consent of Members, Owners or Occupiers to a subdivision is required by the Owner of a Stratum Lot under this clause 33 then those Members, Owners and Occupiers must provide that consent within 14 days of the request by the Owner of the Stratum Lot failing which they will be deemed to have consented to the subdivision.

32.4 Endorsement of consent

Subject to this clause, Members, Owners and Occupiers must promptly sign all documents reasonably required by a Member who proposes to subdivide their Stratum Lot.

32.5 Paying costs

If a Member proposes to subdivide a Stratum Lot, except where the subdivision is part of the Residential Works, the Member must pay reasonable costs incurred by the Committee or

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another Member in considering the proposed subdivision and endorsing their consent on documents.

33. Contributions if a subdivision plan is registered


33.1 Contributions

If a Stratum Lot (or part of a Stratum Lot) is subdivided, the proportion of Administrative Fund and Capital Works Fund contributions which the new Member or Members must contribute is in total equal to the amount which the Owner of the subdivided lot must contribute according to Schedule 2.

33.2 Procedure for assessing contributions if a subdivision plan is registered

These procedures apply when a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan:

- (a) the subdividing Member must, within 14 days after registration for the subdivision plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Capital Works Fund; and
- (b) if the subdividing Member does not notify the Committee within 14 days, the Committee must give the new Members notice of the share each Member should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Capital Works Fund; and
- (c) within seven days after receiving the Committee's notice, if the new Members do not notify the Committee of a different shares which total the share of the subdividing Member, the shares recommended by the Committee will apply.

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Part E

Interpretation

34. Definitions and interpretation

34.1 Definitions

In this Statement, unless a contrary intention appears the following applies:

Act means either the Conveyancing Act 1919, the Strata Schemes Development Act 2015 or the Strata Schemes Management Act 2015 as appropriate;

Administrative Fund means the fund established by the Committee according to clause 9.7 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Capital Works Fund costs.

Building means the building contained within and on the land comprised in Stratum Lots 10 and 11, which comprises the Residential Component and the Commercial Component located at 61 Lavender Street, Milsons Point and to be known as Blue.

Building Manager is the person or entity for the time being appointed by the Committee under clause 7.2;

business day means any day that is not a Saturday or Sunday or gazetted public holiday.

Capital Works Fund means the fund established by the Committee according to clause 9.7 to pay for the renewal and replacement of Shared Facilities.

Commercial Component means the component of Blue within the Commercial Stratum, comprising a mix of retail and commercial uses.

Commercial/Shop Top Fitout Works means the fitting out of retail or commercial premises within the Commercial Stratum or the Shop Top Stratum.


Commercial/Shop Top Garbage Room means:

- (a) for the Commercial Component, the garbage rooms on ground level and basement level 3 within the Commercial Stratum; and
- (b) for the Shop Top Component, the garbage room on ground level within the Shop Top Stratum,

for the storage of garbage and recyclable waste bins prior to the collection of garbage from the Building.

Commercial Stratum means Lot 2 in the Stratum Plan.

Commercial Stratum Owner means the owner of the Commercial Stratum.

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Commercial Works means the initial development of the Commercial Stratum by:

- (a) the construction of the Commercial Component comprising, without limitation, retail and commercial premises in the Commercial Stratum;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Commercial Stratum into further Stratum Lots (if applicable) and strata lots.

Committee means the building management Committee established under clause 2.6 as required by the Act;

Conveyancing Act means the Conveyancing Act 1919 (NSW).

Default Rate means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or such rate as set by the Commonwealth Bank of Australia in place of that rate;

Development Act means the Strata Schemes Development Act 2015 and Regulations, and any replacement Act and regulations;

Development Approval means Council's determination of development application no. D112/01, as varied, modified or replaced from time to time.

Easements means the easements benefiting or burdening any lot of which a Member is the owner;

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Stratum Lots and Strata Schemes in the Building, and includes Embedded Network Equipment.


Embedded Network Customer Services means customer relationship services in relation to Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.

Embedded Network Equipment means meters, plant, machinery, equipment and fittings located within the Building, Stratum Lots and Strata Schemes associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;
- (d) gas;

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- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;
- (l) sewage removal systems;
- (m) waste removal systems;
- (n) water supply systems;
- (o) internet services;
- (p) telecommunication systems;
- (q) mobile telephone signal distribution services;
- (r) fibre communications;
- (s) Embedded Network Customer Services in relation to other Embedded Network Service;
- (t) Embedded Network management services; or
- (u) any other embedded network service.


Emergency Meeting means a meeting convened in an emergency according to part B of this management statement.

Garbage Facilities means any Shared Facility garbage storage areas or rooms and all garbage and recycling bins and associated compaction machines and equipment;

Government Agency means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance;

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Management Act means the Strata Schemes Management Act 2015 and Regulations, and any replacement Act and regulations;

Meeting means a meeting of the Committee held according to part B of this management statement. A Meeting includes a meeting held in writing according to clause 3.8.

Member means each Owners Corporation and a registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme, as appropriate;

Member entitled to vote means a Member who under Schedule 2 is obliged to contribute to the costs of Shared Facilities and who has paid the Committee:

- (a) all of their Administrative Fund and Capital Works Fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement

which are due and payable before the Meeting or Emergency Meeting commences.

Member in Default means a Member which fails or has failed to comply with its obligations as prescribed under clause 9.8 and who will have no voting rights at meetings of the Committee unless it has satisfied those obligations before the date of notice for such a meeting;

Occupiers means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate;

Officer means the Secretary, Treasurer or Chairperson of the Committee.

Ordinary Resolution means a resolution of the Committee that is passed at a properly convened meeting by simple majority of votes cast by the Member's representatives who attend the meeting and who are entitled to vote;

Outstanding Levy Certificate means a certificate provided by the Committee according to clause 2.22.

Owner means an owner of a Stratum Lot or a Strata Lot, as appropriate;

Owners Corporation includes the Owners Corporations for the Residential Building, the Shop Top Stratum and the Commercial Stratum and any Owners Corporation established on registration of a Strata Plan;


Residential Building or Residential Component means the residential apartments component of Blue constructed or within Residential Stratum.

Residential Stratum means Lot 1 in the Stratum Plan.

Residential Stratum Owner means the owner of the Residential Stratum.

Rules mean rules made by the Committee about the management, operation, maintenance and control of Blue and Shared Facilities.

Schedule means either schedule 1 or 2 of this Statement as varied or amended in accordance with this Statement;

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Service Provider means a person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in Schedule 2;

Shared Costs means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Committee pursuant to clause 9 including but not limited to:

- (a) operation, maintenance and repair costs;
- (a) renewal, renovation and replacement costs;
- (b) insurances;
- (c) fees payable to the Strata Manager or Building Manager; and
- (d) all other amounts determined by the Committee to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are:

- (b) used by two or more Members or Owners; or
- (e) used by one Member or Owner who is not the owner of the Stratum Lot or Strata Lot in which the Shared Facility is located.

Shared Facility Member means a Member who is required to maintain, repair, or replace services, facilities, machinery and equipment pursuant to the Management Act that form the Shared Facilities;


Shop Top Component means the component of Blue within the Shop Top Stratum, comprising a mix of retail and residential uses.

Shop Top Stratum means Lot 3 in the Stratum Plan.

Shop Top Stratum Owner means the owner of the Shop Top Stratum.

Shop Top Works means the initial development of the Shop Top Stratum by:

- (c) the construction of the Shop Top Component comprising, without limitation, retail and commercial premises in the Shop Top Stratum;
- (d) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (e) the subdivision of the Shop Top Stratum into further Stratum Lots (if applicable) and strata lots.

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Special Resolution means a resolution of the Committee that is passed at a properly convened meeting against which the votes of not more than one quarter of Member's representatives attending are entitled to vote are cast;

Statement means this strata management statement;

Strata Lot means a lot in a Strata Scheme;

Strata Manager means the strata managing agent for the time being appointed by the Committee under clause 7.1;

Strata Plan means a plan which according to the Development Act subdivides a Stratum Lot to create a Strata Scheme;

Strata Scheme means a strata scheme created when a Stratum Lot is subdivided by a Strata Plan;

Stratum Lot means either a current lot, as that term is defined in the Development Act, which is limited in height or depth or both but does not include parcel comprising a Strata Scheme;

Stratum Plan means DP1272411.

Unanimous Resolution means a resolution of the Committee that is passed at a properly convened meeting against which no votes are cast by Member's representatives who attend the meeting and who are entitled to vote;


Works means:

- (a) all building and landscaping works that affect the exterior appearance of the Building;
- (b) the installation of signage (excluding the repair, replacement, reinstatement, alteration or modification of existing signage that is visible from outside the Building);
- (c) any building works that may affect the structural integrity of another Stratum Lot; and
- (d) any building works that affect the Shared Facilities.

Works do not include:

- (a) Works relating to the internal refurbishment of the fitout of the premises within a Stratum Lot;
or
- (b) maintenance, repair or refurbishment of signage for the business conducted within a Stratum Lot,


that does not affect the exterior appearance of the Building or the structural integrity of another Stratum Lot.

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34.2 Interpretation

In this Statement, unless the contrary intention appears the following applies.

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;
 - (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
 - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
 - (vi) a reference to an officer of an association or board 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.
- (b) Headings are for convenience only and do not affect the interpretation or form part of this Statement.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- (f) As far as possible all provisions of this Statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
 - (i) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
 - (ii) If any provision or part of this Statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this Statement will not be affected or impaired.


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Schedule 1 - List of Shared Facilities


This Schedule describes the Shared Facilities in the Building. The list of Shared Facilities must be read in conjunction with clauses 9.1 and 9.2 which describe the items and costs associated with the operation, management, preventative maintenance and replacement of Shared Facilities.

Unless a particular item specifies otherwise, Shared Facilities are available for use by each Member, Owner and Occupier.


Item No.	Shared Facility	Description	Members Benefited:	Location
1.	Building Manager fee	<p>The Building Manager is appointed by the Committee to provide management and operational services for the Building.</p> <p>Fee for the service provided by the Facilities/Building Manager in accordance with this management statement. The building management services will include the services provided by the facilities/building manager appointed by the Committee. This will include management fees and other fees or charges that the Committee must pay and other costs incurred by the Committee according to its agreement with the building manager.</p>	All members	N/A
2.	Strata Management services	<p>Strata management services include the services provided by the strata Manager appointed by the committee. Costs for strata management services include, without limitation:</p> <p>(a) management fees and other fees that the committee must pay to the strata Manager according to their agreement; and</p> <p>(b) other costs incurred by the committee according to its agreement with the Strata Manager;</p> <p>(c) accounting fees incurred by</p>	All members	N/A

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Item No.	Shared Facility	Description	Members Benefited:	Location
		the Committee in performing its functions; and (d) costs incurred by the Committee to maintain its records (including its financial records) according to this management statement.		
3.	Capital Works Fund Levies – BMC	The levies imposed upon the Members to establish a capital works fund in accordance with clause 2.7 to pay for the renewal and replacement of the physical Shared Facilities.	All members	N/A
4.	Audit cost	Cost relating to auditing accounts of this management statement.	All Members	N/A
5.	Building Management Committee expenses	Administration, accounting, legal and other expenses payable by the Committee in performing obligations, duties and powers under the management statement	All members	N/A
6.	Insurance	Costs for insurance include: (a) building insurance premiums; (b) machinery breakdown insurance premiums; (c) public liability insurance premiums for Shared Facilities; (d) premiums under other policies effected by the Committee according to this management statement; (e) excesses on insurance policies affected by the Committee; (f) valuations of the Building for building insurance purposes; (g) insurance brokers fee; and (h) other insurance related costs incurred by the Committee for the Building, Shared Facilities and under the Easements or under an existing policy.	All members	N/A

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Item No.	Shared Facility	Description	Members Benefited:	Location
7.	Valuation report cost	Valuation of the Building for insurance purposes, as contemplated in the Development Act and this management statement.	All Members	N/A
Operating expenses:				
8.	Signage	Signage includes all line marking, directional signage, facility signage and signage for the Building which is located in or on shared facilities. It does not include signage on or within a member's component of the Building (which only services that component). Costs associated with signage include maintenance, cleaning, repair and lighting (including electricity consumption costs).	All members	Throughout Building
9.	Building Management control system	Includes computer hardware and software to control security system, mechanical systems and lifts, located in various locations. Car park Management System Hardware & Software – Roller door, traffic light system, signage etc Comms Cupboards – Located on ground level Mechanical System – located in basement level	All members	Throughout Building
10.	Manned security	Services contracted for security guard services including but not limited to roving patrols, static security or on call security guard services	All members	External to building
11.	Security System	The security system includes all security items giving access to shared facilities including but not limited to the Lobby Entry ground	All members	Throughout Building

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Item No.	Shared Facility	Description	Members Benefited:	Location
		level and basement level car park entry. It includes: <ul style="list-style-type: none"> • Security computer hardware and software system; • Security Keys and associated card readers; • Security cameras; • The security controller; • The security panel lift door giving access to the car park at ground level and the roller door giving access to Occupiers; and • All wires, cables and ducts to operate the security system computers and controllers. 		
12.	Fire System	Includes all: <ul style="list-style-type: none"> • Evacuation system and smoke detectors– throughout site and common lobbies; • Fire hydrant booster valves; • Fire indicator panel, Hydrant Booster, Pumps. (Meters and Pump Room); • smoke and fire windows in walkways on each level; • Hydrant risers & hose reel distribution lines; • Occupant warning system control panel; • Power to hydrant Pump Room; and • All essential fire safety measures/systems. 	All members	Basement levels to roof, throughout Building.
13.	Fire control room	Fire control room housing EWIS panel, fire indicator panel, smoke control panel and connection to fire brigade, monitors, controls, software, riser space and pipes. Includes cleaning and repair, maintenance and replacement of the room and equipment.	All Members	Level B1 (Lot 1)
14.	Fire pump room and fire hydrant tanks	Pump room for fire sprinklers and fire hydrant, including pumps, pipes to water tanks and ancillary	All Members	Level B4 (lot 1)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		equipment. Includes hydrant tanks servicing hydrants system including all booster pumps, valves, storage tanks, associated pipework, and electrical components.		
15.	Fire sprinkler tank	Water tank supplying fire sprinklers and hydrants.	All Members	Level B4 (lot 1)
16.	Hydrant booster cupboard	Cupboard to house booster valves, including valves, controls, meters (where appropriate), riser space and pipes, and cleaning and repair, maintenance and replacement of the cupboard and equipment.	All Members	Level B1 (Lot 1)
17.	Fire stairs	All shared fire stairs providing emergency egress from the Building	All members	Roof level to basement level 4 (Lots 1, 2 and 3)
18.	Annual fire certification	Essential services certification for the whole Site.	All members	N/A
19.	Lighting	This shared facility includes: <ul style="list-style-type: none"> • External lighting including the light poles and fittings located in the Open Space Areas and Shared Access ways; and • Shared lobbies, plant rooms and serviceable roof levels. Costs for this shared facility include costs for switches, meters, controls, risers, pipes, cables, lighting fittings, globes, cables, stands, maintenance, and electricity consumption.	All members	Basement and ground levels
20.	Car park lighting	Car park lighting on all basement car parking levels and emergency lighting for car park. Includes costs for switches, meters, controls, risers, pipes, cables, lighting fittings, globes, cables, stands, maintenance, and electricity consumption.	Lots 1 and 2	Basement levels (Lots 1 and 2)
21.	Electricity consumption	Electricity consumption to Shared Facilities, including metered consumption to Shared Facility areas.	All Members	Throughout Building

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Item No.	Shared Facility	Description	Members Benefited:	Location
22.	Sewer and stormwater pump pits	Sewer system and stormwater pump pits, including all associated pumps, conduits, tanks, pits, pipes, any associated water meters and water charges. The shared facility includes any cleaning and routine and non-routine maintenance costs associated with this shared facility.	All Members	Basement and ground levels
23.	Gross pollutant trap	Pollutant trap servicing the whole Building, including all servicing, cleaning, maintenance, repair and replacement. Includes any sewer boundary trap and connection point to Council main, servicing drainage from all Stratum Lots.	All Members	Basement and ground levels
24.	Car park mechanical ventilation	Car park mechanical ventilation system comprising fans rooms, supply air fans in car park and associated equipment. Includes the exhaust fan and supply fan systems, intake louvers, ducts servicing the exhaust risers, fan motors and housing, controls and associated equipment, mechanical intake plenum, maintenance of rooms and equipment.	Lots 1 and 2	Basement levels and ground level (Lots 1 and 2)
25.	Cold water plant room	Room with plant and booster pumps located for the supply of cold water to the Building. Includes cold water meters, cold water booster pumps and pipes, meters, valves, controls and associated equipment.	All Members	Level B2 (Lot 1)
26.	Hot water plant room	Plant and pump located in plant room for supply of hot water to The Residential Component and ShopTop Component. Includes water meters, booster pumps and pipes, meters, valves, controls and associated equipment.	Lots 1 and 3	Level B2 (Lot 1)
27.	Cleaner's store room	Store room to house cleaning materials and equipment. Includes the use, cleaning, maintenance and non-routine maintenance of this room.	All Members	Level B3 (Lot 1)
28.	Communications room	Cupboard housing equipment for MDF, MATV, telephones, CCTV, intercom and security systems and	All Members	Level B1 (Lot 1)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		NBN. Includes the room and the communication equipment in the room and associated ducts, cables and equipment, throughout the Building.		
29.	Main switch room	Electrical switch room, including switches, meters, controls, risers, pipes, cables. Includes cleaning and repair, maintenance and replacement of the room and equipment.	All Members	Level B1 (Lot 1)
30.	Electrical switch cupboards	Electrical switch cupboards, including switches, meters, controls, risers, pipes, cables. Includes cleaning and repair, maintenance and replacement of the cupboards and equipment.	All Members	On each level
31.	Main water meter cupboard	Cupboard housing main water meters, including pumps, valves, controls, meters, riser space and pipes. Water usage as metered to each stratum lot will be paid for by each Member.	All Members	Level B1 (Lot 1)
32.	Gas meter and regulator room	Room to house gas regulators and meters, including pumps, valves, controls, meters, riser space and pipes. Includes gas main connection. Gas usage as metered will be paid for by each Member.	All Members	Level B1 (Lot 1)
33.	Mail boxes	Mail boxes for all Stratum Lots. Includes maintenance, repair and replacement of the mail boxes.	All Members	Ground level (Lot 1)
34.	Footpath awning	External Footpath awning on Lavender Street. Includes cleaning, repair, maintenance and replacement of the awnings. Does not include under awing signs for the Commercial Component.	Lots 1 and 2	Level 1 (lots 1 and 2)
35.	External landscaping	External perimeter landscaping at ground level, including planter boxes, irrigation system and planting. Includes cleaning, maintenance, repair and replacement of all landscaping.	All Members	Ground level (lots 2 and 3)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		lighting, finishes, fittings and other equipment.		
36.	Shop Top condensor area	Area on basement level 1 within lot 1 on which the air condition condensor units servicing the Shop Top Component are located, and the right to have condensor units and ancillary equipment in the area. utility consumption if separately metered.	Lot 3	Level B1 (Lot 1)
37.	Commercial/Shop Top Garbage Room	Garbage room in lot 2 on basement level 3 for storage of Commercial Component and Shop Top Component garbage bins.	Lots 2 and 3	Level B3 (Lot 2)
38.	Lifts No. 1 and 2	<p>Lifts no. 1 and 2 in and for the Residential Component and used by Lot 3 between ground level and basement level 4. Includes lifts and all ancillary equipment, switches and controls and cleaning, repair, maintenance and replacement of the lifts and ancillary equipment.</p> <p>This Shared Facility includes access to and from the lift by the most direct route or a route nominated by the Committee, from time to time.</p> <p>Costs for this Shared Facility include:</p> <ul style="list-style-type: none"> • lift maintenance contract and repair of the lifts; and • other costs associated with the use and operation of the lifts. 	Lots 1 and 3	Ground level to level B4 (Lot 1)
39.	Building Manager's office	Building Manager's office on ground level of lot 1 housing building management control system, including computer hardware and software to control security system, car park management system, mechanical systems and lifts.	All Members	Ground level (Lot 1)
40.	Drainage over Kirribilli Club	Rights and obligations under any easement for drainage over the adjoining Kirribilli Club land (SP79578) and benefitting the Building, whether created before or	All Members	Kirribilli Club land (CP/SP79578)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		after registration of this management statement.		
41.	Drainage over Latitude land	Rights and obligations under easement for drainage over the adjoining Latitude land (SP77787) and benefitting the Building, created in registered dealing M443589.	All Members	Latitude land (SP77787)
42.	Laneway and right of carriageway over Latitude land	Laneway over the adjoining Latitude land (SP77787) giving vehicular access between the car park entry and Harbourview Crescent. Includes cleaning and maintenance of the laneway and all rights and obligations under right of carriageway over SP77787 and benefitting the Building, created in registered dealing M443589.	Lots 1 and 2	Latitude land (SP77787)
43.	Building structure	All structural footings, columns, beams, slabs, perimeter walls, retaining walls and other structural elements located on the basement levels and at other levels which supports the structure of the Building. Includes the repair and maintenance of these structural elements and maintenance, repair and replacement of the waterproof membranes within those structural elements.	All Members	Level B4 to level 1 (all lots)
44.	Roller shutters, driveways and vehicle control	Covers roller shutters, driveway and vehicle control, including repair, replacement and maintenance of plant and equipment and driveway cleaning and maintenance. Includes traffic light system, roller shutter door and access system.	Lots 1 and 2	Levels B1 to B4 (Lot 1)
45.	Mechanical Ventilation Contract	Routine and non-routine regular service and maintenance contract(s) in relation to other plant which are Shared Facilities including: (a) supply fan; (b) various shafts and ducts; and (c) exhaust fans;	All Members	All lots

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Item No.	Shared Facility	Description	Members Benefited:	Location
46.	Fire Services contracts – routine and non-routine	<p>The fire detection and prevention systems (wet and dry) including:</p> <ul style="list-style-type: none"> (a) fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; (b) Fire hydrant and hose reel system including all booster pumps, valves, storage tanks, associated pipework and electrical components etc; (c) fire extinguishers; (d) fire system inspection, testing, monitoring and certification; (e) fire detection panel, EWIS panel, smoke control panel, connection to fire brigade and smart graphic system, and associated electrical components; and (f) all other items associated with the shared fire services. <p>Costs for the fire system include the costs to comply with any obligations of the Committee regarding fire safety.</p> <p>The fire system does not include additional fire safety equipment or services installed in a strata scheme, Strata Lot or Stratum Lot by a Member, Owner or Occupier.</p>	All Members	All Lots
47.	Pest Control Contract	Pest control in all Shared Facilities areas including inspection, treatment and remedial actions.	All Members	All Lots
48.	TV aerial, PayTV Satellite and QAM head end equipment	TV antennae, satellites and all ancillary equipment. Includes repair, maintenance and replacement of the equipment.	All Members	Roof level (Lot 1)
49.	Embedded Network Services	Embedded Network Services used by or in connection with the Shared Facility areas, Shared Facilities and	All Members	Throughout Building

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<p>by any other areas in the Building that are not separately metered.</p> <p>The consumption by the unmetered areas will be calculated by totalling the relevant Embedded Network Service supplied to all components of the Building through the master meters or gate meters and deducting from that total the total volume of the Embedded Network Service supplied through secondary meters in the Building to Strata Lots and Stratum Lots and to any Shared Facility areas, Shared Facilities and common areas that are separately metered.</p> <p>The cost is to be shared in the proportion to the GFA of each Member's Stratum Lot in relation to the GFA of all Stratum Lots, as recorded in Schedule 2.</p>		
50.	Unmetered utility consumption to the Building	<p>Charges for utility consumption (such as water, gas and electricity) by Shared Facility areas, Shared Facilities and by any other areas in the Building that are not separately metered.</p> <p>The consumption by the unmetered Shared Facility areas and Shared Facilities will be calculated by deducting the consumption by Strata Lots and Stratum Lots and by any Shared Facility areas and Shared Facilities that are separately metered from the total consumption by the Building as measured by the utility provider's gate meters in or for the Building.</p> <p>Includes all utilities other than Embedded Network Services covered elsewhere in this schedule.</p> <p>The cost is to be shared in the proportion to the GFA of each Member's Stratum Lot in relation to the GFA of all Stratum Lots, as recorded in Schedule 2.</p>	All Members	n/a

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Item No.	Shared Facility	Description	Members Benefited:	Location
51.	Utility consumption to metered common areas	Charges for utility consumption by Shared Facility areas, Shared Facilities and common areas that is metered but not separately metered to any Shared Facility. The cost is to be shared in the proportion of the GFA of each entitled Member's Stratum Lot in relation to the GFA of all entitled Member's Stratum Lots, as recorded in Note 1 of Schedule 2.	The Members who are entitled to use the relevant Shared Facility area, Shared Facility or common area	n/a

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Cleaning expenses:				
52.	Cleaning - general	Cleaning of Shared Facilities and shared areas used by all Members. This shared facility includes the cleaner's room and storerooms located throughout the Building for the cleaning of shared areas.	All members	N/A
53.	Cleaning - Residential and Shop Top façade	Cleaning of the external façades of the Residential Component and the Shop Top Component of the Building. Includes cleaning and washing of façade and external surfaces in Lots 1 and 3. This Shared Facility does not include repair, maintenance and replacement of the external façades. The Commercial Lot Owner is responsible for the cleaning of the Commercial Component.	Lots 1 and 3	Ground level and above (Lots 1 and 3)
54.	Cleaning – Car park, driveways and laneway	Cleaning of Car park, driveways on all car park levels and laneway over Latitude land	Lots 1 and 2	Ground level to level B4
Maintenance expenses:				
55.	R&M – General	Repair and maintenance on Shared Facilities not covered in specific categories – such as shared plantrooms, shared fire stairs, car park and Service Bay entry etc.	All Members	Whole building (Lots 1, 2 and 3)
56.	R&M – Carpentry & Locks	Repair and maintenance of Shared Facilities involving carpentry and door locks to Shared Facility areas.	All Members	Whole building (Lots 1, 2 and 3)
57.	R&M – Painting	Repair and maintenance of Shared Facilities involving painting to Shared Facility areas.	All Members	Whole building (Lots 1, 2 and 3)
58.	R&M – Plumbing	Repair and maintenance of Shared Facilities involving plumbing to Shared Facility areas.	All Members	Whole building (Lots 1, 2 and 3)

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59.	R&M – Electrical	Repair and maintenance of Shared Facilities involving electrical including (a) maintenance and testing of shared switchboards; (b) emergency light testing and maintenance to Shared Facility areas; and (c) lamp replacement to shared areas.	All Members	Whole building (Lots 1, 2 and 3)
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Schedule 2 - Shared costs for Shared Facilities


The percentages in the second and third columns represent the percentage of the total cost for each Shared Facility that the Members must pay.

If this Annexure does not apportion the costs for particular Shared Facility, the Members must contribute towards the Shared Facility according to clause 9.


Item No.	Shared Facility	Residential Building	Commercial Component	Shop Top Component	Method of dividing cost
		Lot 1	Lot 2	Lot 3	
		Percentage	Percentage	Percentage	
1.	Building Manager fee	95.19	2.07	2.74	Relative GFA (see note 1)
2.	Strata Management services	95.19	2.07	2.74	Relative GFA (see note 1)
3.	Capital Works Fund Levies – BMC	95.19	2.07	2.74	Relative GFA (see note 1)
4.	Audit cost	95.19	2.07	2.74	Relative GFA (see note 1)
5.	Building Management Committee expenses				Relative GFA (see note 1)
6.	Insurance	Act	Act	Act	Proportion based on replacement value of each lot and determined in accordance with the provisions of the Strata Schemes Development Act 2015 as if the Lots are lots in a part strata building.
7.	Valuation report cost	95.19	2.07	2.74	Relative GFA (see note 1)
Operating expenses:					
8.	Signage	95.19	2.07	2.74	Relative GFA (see note 1)
9.	Building Management control system	95.19	2.07	2.74	Relative GFA (see note 1)
10.	Manned security	95.19	2.07	2.74	Relative GFA (see note 1)

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11.	Security	95.19	2.07	2.74	Relative GFA (see note 1)
12.	Fire System	95.19	2.07	2.74	Relative GFA (see note 1)
13.	Fire control room	95.19	2.07	2.74	Relative GFA (see note 1)
14.	Fire pump room and fire hydrant tanks	95.19	2.07	2.74	Relative GFA (see note 1)
15.	Fire sprinkler tank	95.19	2.07	2.74	Relative GFA (see note 1)
16.	Hydrant booster cupboard	95.19	2.07	2.74	Relative GFA (see note 1)
17.	Fire stairs	95.19	2.07	2.74	Relative GFA (see note 1)
18.	Annual fire certification	95.19	2.07	2.74	Relative GFA (see note 1)
19.	Lighting	95.19	2.07	2.74	Relative GFA (see note 1)
20.	Car park lighting	98.96	1.04	–	Relative number of car spaces (see note 2)
21.	Electricity consumption	95.19	2.07	2.74	Relative GFA (see note 1)
22.	Sewer and stormwater pump pits	95.19	2.07	2.74	Relative GFA (see note 1)
23.	Gross pollutant trap	95.19	2.07	2.74	Relative GFA (see note 1)
24.	Car park mechanical ventilation	98.96	1.04	–	Relative number of car spaces (see note 2)
25.	Cold water plant room	95.19	2.07	2.74	Relative GFA (see note 1)
26.	Hot water plant room	97.2	–	2.8	Relative GFA (see note 1)
27.	Cleaner's store room	95.19	2.07	2.74	Relative GFA (see note 1)
28.	Communications room	95.19	2.07	2.74	Relative GFA (see note 1)
29.	Main switch room	95.19	2.07	2.74	Relative GFA (see note 1)

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30.	Electrical switch cupboards	95.19	2.07	2.74	Relative GFA (see note 1)
31.	Water meter cupboard	95.19	2.07	2.74	Relative GFA (see note 1)
32.	Gas meter and regulator room	95.19	2.07	2.74	Relative GFA (see note 1)
33.	Mail boxes	93.99	1.50	4.51	Relative number of dwellings and premises (see note 3)
34.	Footpath awning	97.88	2.12	–	Relative GFA (see note 1)
35.	External landscaping	95.19	2.07	2.74	Relative GFA (see note 1)
36.	Shop Top condensor area	–	–	100%	100% of cost paid by Lot 3
37.	Commercial/Shop Top Garbage Room	–	42.96	57.04	Relative GFA (see note 1)
38.	Lifts No. 1 and 2	97.2	–	2.8	Relative GFA (see note 1)
39.	Building Manager's office	95.19	2.07	2.74	Relative GFA (see note 1)
40.	Drainage over Kirribilli Club	95.19	2.07	2.74	Relative GFA (see note 1)
41.	Drainage over Latitude land	95.19	2.07	2.74	Relative GFA (see note 1)
42.	Laneway and right of carriageway over Latitude land	98.96	1.04	–	Relative number of car spaces (see note 2)
43.	Building structure	95.19	2.07	2.74	Relative GFA (see note 1)
44.	Roller shutters, driveways and vehicle control	98.96	1.04	–	Relative number of car spaces (see note 2)
45.	Mechanical Ventilation Contract	95.19	2.07	2.74	Relative GFA (see note 1)
46.	Fire Services contracts – routine and non-routine	95.19	2.07	2.74	Relative GFA (see note 1)
47.	Pest Control Contract	95.19	2.07	2.74	Relative GFA (see note 1)

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48.	TV aerial and QAM head end equipment	95.19	2.07	2.74	Relative GFA (see note 1)
49.	Embedded Network Services	95.19	2.07	2.74	Relative GFA (see note 1)
50.	Unmetered utility consumption to the Building	95.19	2.07	2.74	Relative GFA (see note 1)
51.	Utility consumption to metered common areas	-	-	-	The cost for each metered Shared Facility area is to be shared in the proportion of the GFA of each entitled Member's Stratum Lot in relation to the GFA of all entitled Member's Stratum Lots.
Cleaning expenses:					
52.	Cleaning - general	95.19	2.07	2.74	Relative GFA (see note 1)
53.	Cleaning - Residential and Shop Top façade	97.2	-	2.8	Relative GFA (see note 1)
54.	Cleaning – car park and driveways	98.96	1.04	-	Relative number of car spaces (see note 2)
Maintenance expenses:					
55.	R&M – General	-	-	-	Relative GFA (see note 1)
56.	R&M – Carpentry & Locks	-	-	-	Relative GFA (see note 1)
57.	R&M – Painting	-	-	-	Relative GFA (see note 1)
58.	R&M – Plumbing	-	-	-	Relative GFA (see note 1)
59.	R&M – Electrical	-	-	-	Relative GFA (see note 1)

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Notes:

Note 1: Relative GFA is the relative useable floor areas of the components of the Building, being, for each Stratum Lot, the sum of the floor areas within the walls or other external limits, less areas such as plant rooms (such as mechanical plant and equipment rooms), tank rooms, lift motor rooms, refuse collection areas, Loading Bays, service bays and car parking spaces, driveways, lift shafts, service ducts and fire stairs. However, if the predominant use of a Stratum Lot is any of these excluded uses (such as for the housing plant and equipment or as a car park), areas used for these purposes will be included in the GFA.

The GFA areas on each level are recorded in the table at the end of these notes. The GFA areas are as follows:

Lot	GFA (sqm)	Percentage
1	18,856	95.19%
2	409	2.07%
3	543	2.74%
Total	19,808	100%

Lot	GFA (sqm)	Percentage
1	18,856	97.88%
2	409	2.12%
Total	19,265	100%


Lot	GFA (sqm)	Percentage
1	18,856	97.20%
3	543	2.80%
Total	19,399	100.00%

Note 2: The relative numbers of car spaces for each component of the Building are as follows:

Lot	Car spaces	Percentage
1	95	98.96%
2	1	1.04%
3	-	0.00%
Total	96	100%

Note 3: The relative numbers of dwellings for each component of the Building are as follows:

Lot	Dwellings	Percentage
1	125	97.66%
2	-	0.00%
3	3	2.34%
Total	128	100%

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Lot	Dwellings and premises	Percentage
1	125	93.99%
2	2	1.50%
3	6	4.51%
Total	133	100%

GFA table

Level	Residential Lot 1 (sqm)	Shop Top Lot 2 (sqm)	Commercial Lot 3 (sqm)	Total GFA by levels (sqm)
B 4	135		7	142
B 3	1328		30	1358
B 2	1348	7	3	1358
B 1	1355		3	1358
Ground	371	207	500	1078
Level 1	817	195		1012
Level 2	701			701
Level 3	701			701
Level 4	732			732
Level 5	732			732
Level 6	732			732
Level 7	732			732
Level 8	731			731
Level 9	732			732
Level 10	732			732
Level 11	732			732
Level 12	732			732
Level 13	732			732
Level 14	732			732
Level 15	732			732
Level 16	732			732
Level 17	732			732
Level 18	627			627
Level 19	627			627
Level 20	423			423
Level 21	176			176
Total	18856	409	543	19808

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EXECUTION

Executed as a deed

Signed by
as attorney for **Aqualand North Sydney Lavender Development Pty Limited** ACN 613 625 577, under power of attorney dated 31 July 2017 registered book 4731 no. 9 in the presence of:

Witness

XI ZHANG
Print name

L47, Tower 1, 100 Barangaroo Ave, Barangaroo NSW
Print address

X 

Attorney
Shangjin Lin

Name

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

Mortgagee:

Signed, sealed and delivered for and on behalf of
Tasovac Pty Ltd ABN 51 108 013 467
by its attorney 
(print name) **CHRISTINA CHOY** registered Book 4669 No 627
under Power of Attorney dated 28 May 2014, and
who declares that the Attorney has not received any
notice of the revocation of such Power of Attorney,
in the presence of

(print name) 
MATT TAYLOR

Witness Address: 255 George Street, Sydney NSW 2000

THIS SHEET DETAILS THE SURROUND SURVEY
 LOTS 1 TO 3 ARE STRATUM LOTS PARTLY LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN ON SHEETS 2 TO 12

SCHEDULE OF WHOLE OF LOT EASEMENTS:
 EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
 EASEMENT FOR SERVICES (WHOLE OF LOT)
 EASEMENT FOR FIRE EGRESS (WHOLE OF LOT)
 EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)

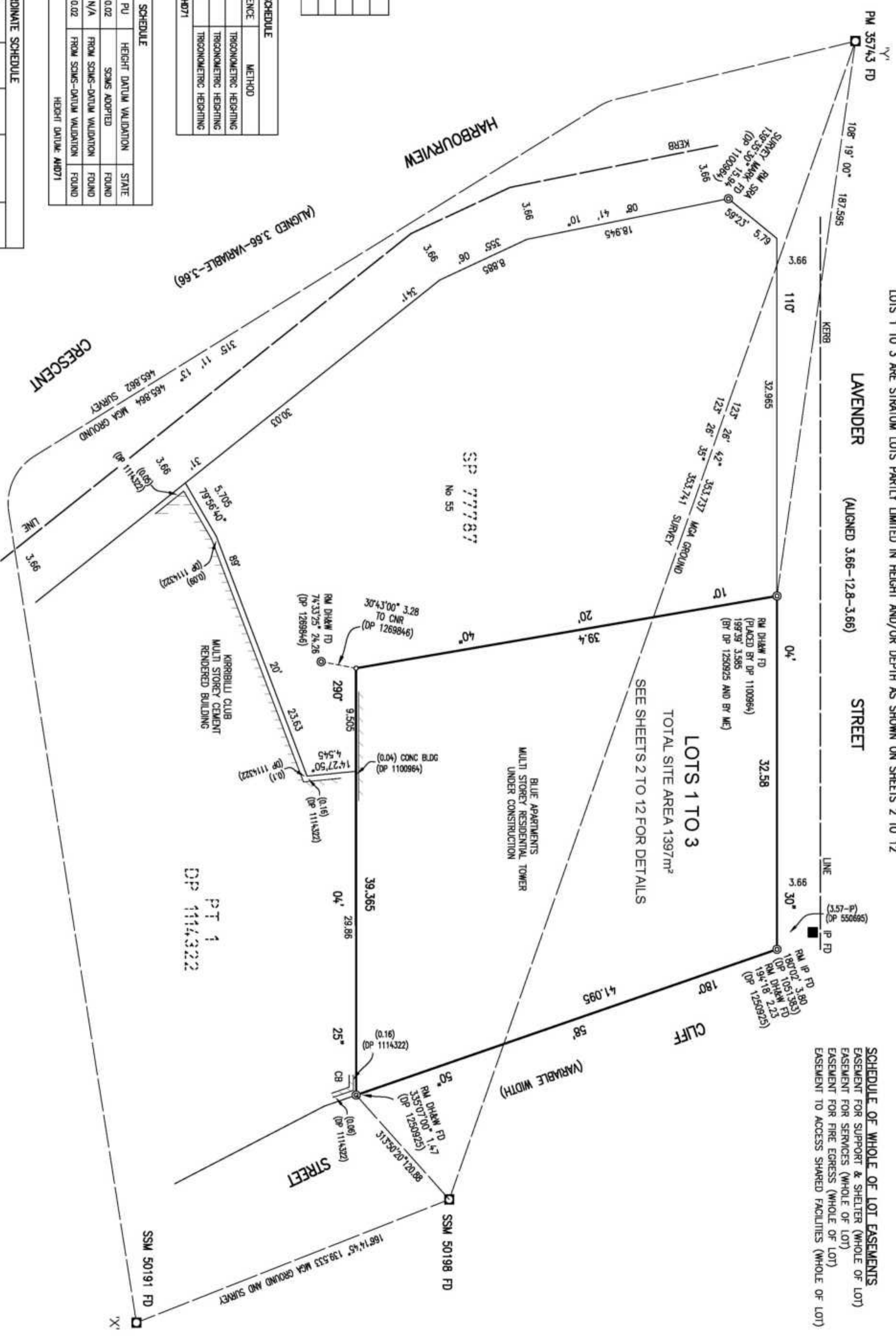


TABLE OF TOTAL LOT AREAS

LOT No	AREA
1	8370m ² IN 7 PARTS
2	918.6m ² IN 7 PARTS
3	489.4m ² IN 4 PARTS

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 50198	PM 35743	-7.981	TRIGONOMETRIC HEIGHTING
PM 35743	SSM 50191	+4.337	TRIGONOMETRIC HEIGHTING
SSM 50191	SSM 50198	+3.644	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM : AMD71

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 50198	38.731	LB	0.02	SCMS ADOPTED	FOUND
PM 35743	30.74	D	N/A	FROM SCMS-DATUM VALIDATION	FOUND
SSM 50191	35.094	LB	0.02	FROM SCMS-DATUM VALIDATION	FOUND

DATE OF SCMS AHD VALUES: 03.03.2021
 HEIGHT DATUM: AMD71

COORDINATE SCHEDULE

MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 35743	334 193.307	6 253 807.156	B	N/A	FROM SCMS	FOUND
SSM 50191	334 521.622	6 253 476.692	B	N/A	FROM SCMS	FOUND
SSM 50198	334 488.450	6 253 612.213	B	N/A	FROM SCMS	FOUND

DATE OF SCMS COORDINATES: 03.03.2021
 MGA DATUM: GDA2020
 MAG ZONE: 56
 COMBINED SCALE FACTOR: 0.9999928

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.03.2021
 Reference: 170307 SUB

PLAN OF SUBMISSION OF
 LOT 100 DP 1250925

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:250
 Lengths are in metres.

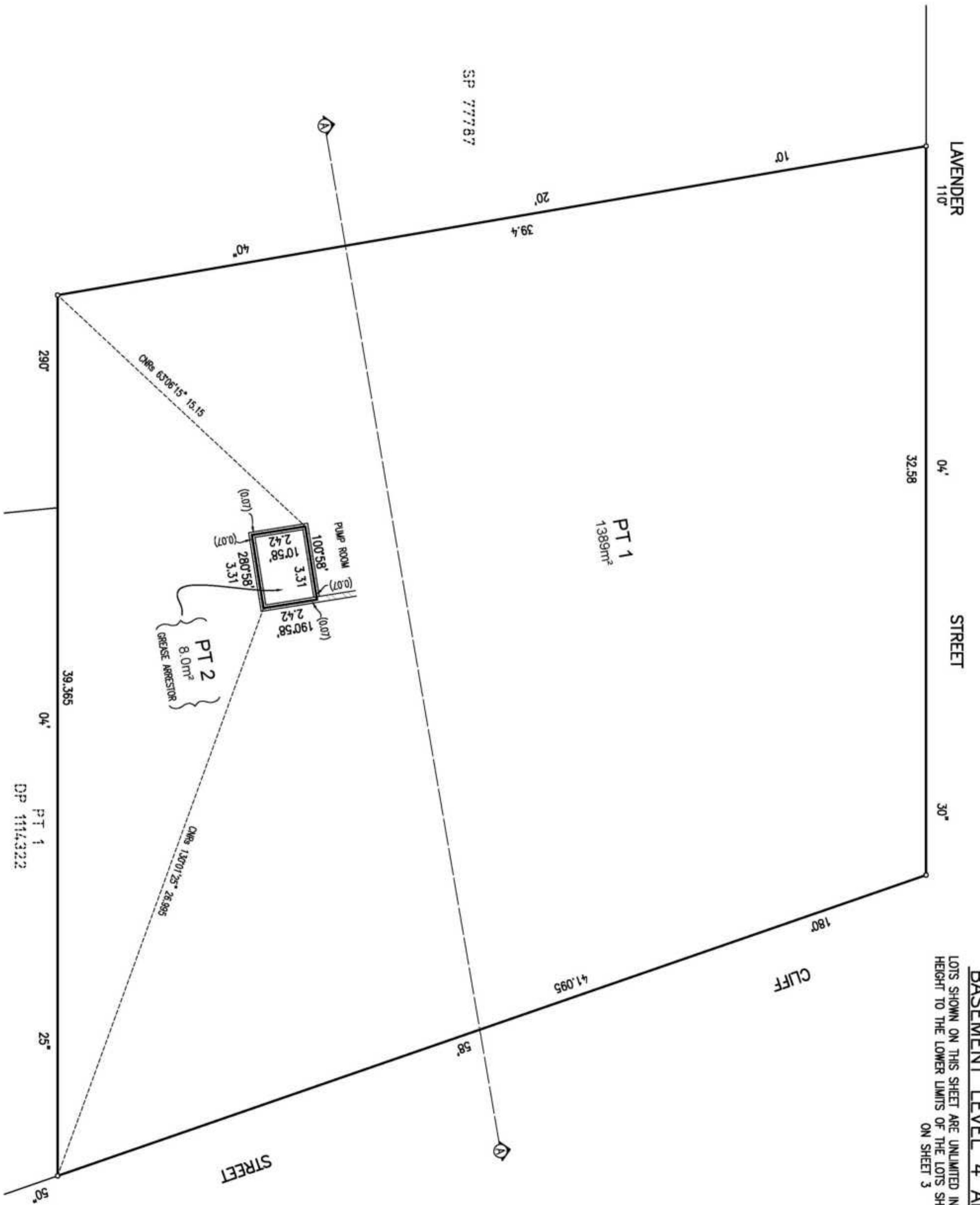
REGISTERED
 18/05/2021

DP1272411

BASEMENT LEVEL 4 AND BELOW

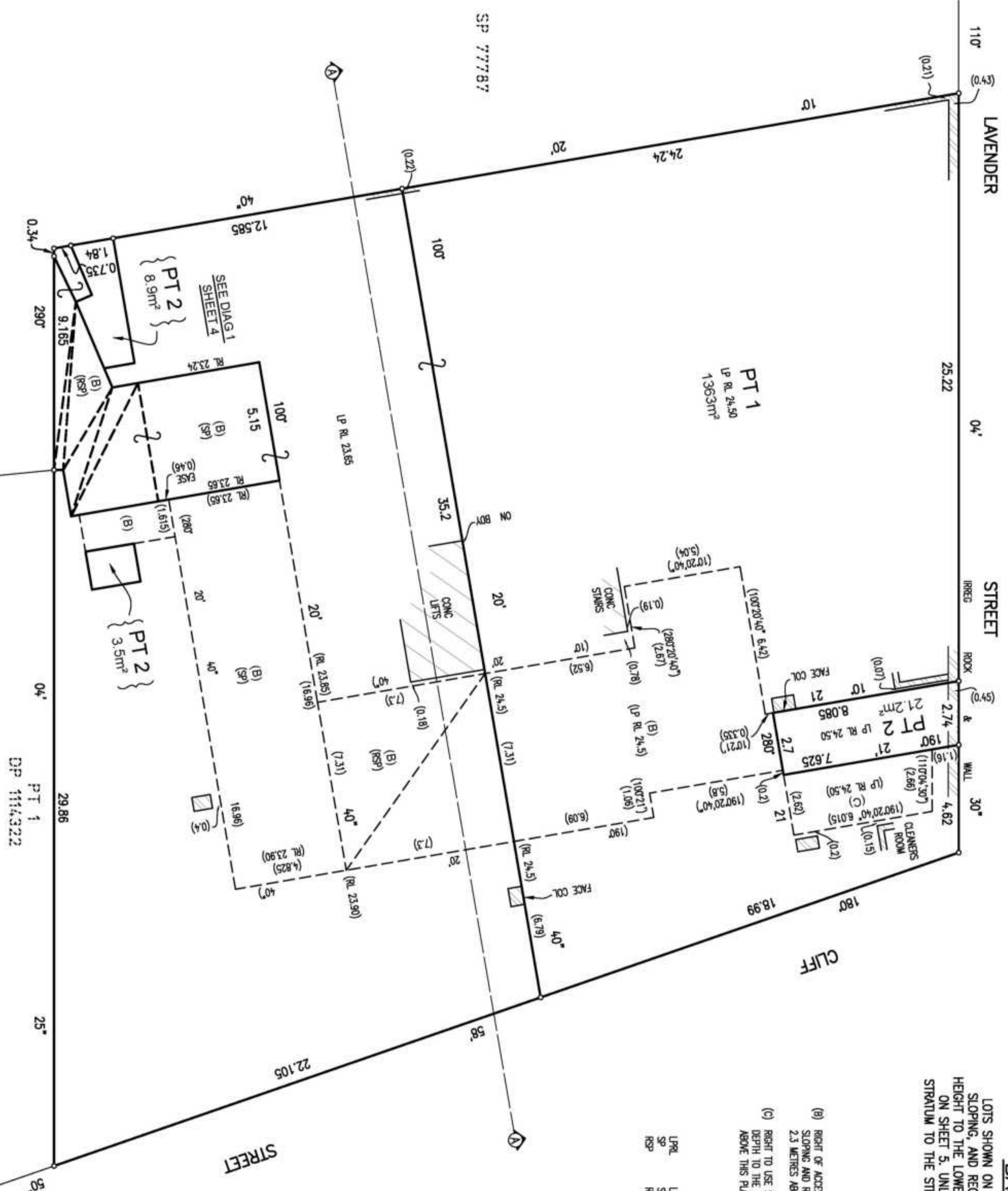
BASEMENT LEVEL 4 AND BELOW

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



0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Scale of mm															

SURVEYOR Name: KARL ROBERTSON Date: 03.03.2021 Reference: 170307 SUB	PLAN OF SUBMISSION OF LOT 100 DP 1250925	LGA: Locality: Reduction Ratio: 1:125 Lengths are in metres.	NORTH SYDNEY MILSONS POINT REGISTERED 18/05/2021	DP1272411
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BASEMENT LEVEL 3

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL, SLOPING, AND REGULAR SLOPING PLANES SHOWN AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT LEVEL 2 ON SHEET 5. UNLESS OTHERWISE NOTED, EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL.

- (b) RIGHT OF ACCESS VARIABLE WIDTH (B) LIMITED IN DEPTH TO THE LEVEL, SLOPING AND REGULAR SLOPING PLANES SHOWN AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE PLANES
- (c) RIGHT TO USE SHARED CAR SPACE ZONE VARIABLE WIDTH (C) LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE

LPL LEVEL PLANE AT THE NOTED RL
 SP SLOPING PLANE BETWEEN THE NOTED RLs
 RSP REGULAR SLOPING PLANE

SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.03.2021
 Reference: 170307 SUB

PLAN OF SUBMISSION OF
 LOT 100 DP 1250925

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:125
 Lengths are in metres.

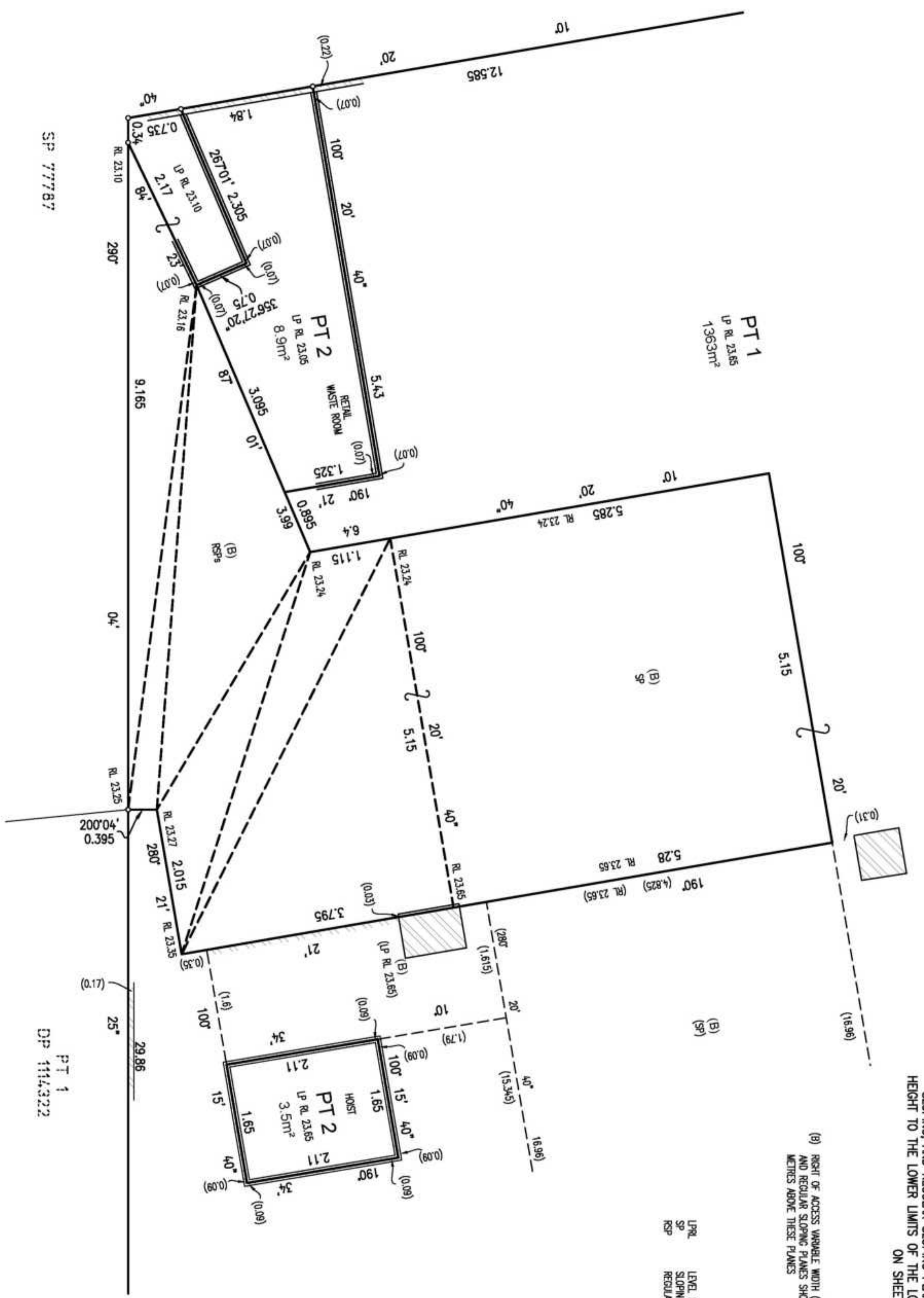
REGISTERED
 18/05/2021

DP1272411

BASEMENT LEVEL 3 - DIAGRAM 1
 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL, SLOPING, AND REGULAR SLOPING PLANES SHOWN AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT LEVEL 2 ON SHEET 5

(B) RIGHT OF ACCESS VARIABLE WIDTH (B) LIMITED IN DEPTH TO THE SLOPING AND REGULAR SLOPING PLANES SHOWN AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE PLANES

LPRL LEVEL PLANE AT THE NOTED RL
 SP SLOPING PLANE BETWEEN THE NOTED RLs
 RSP REGULAR SLOPING PLANE

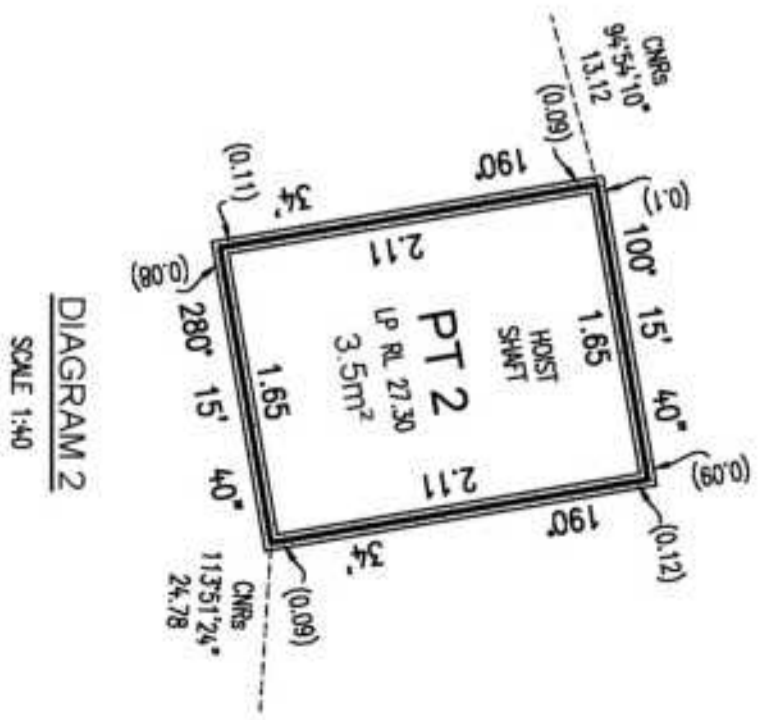
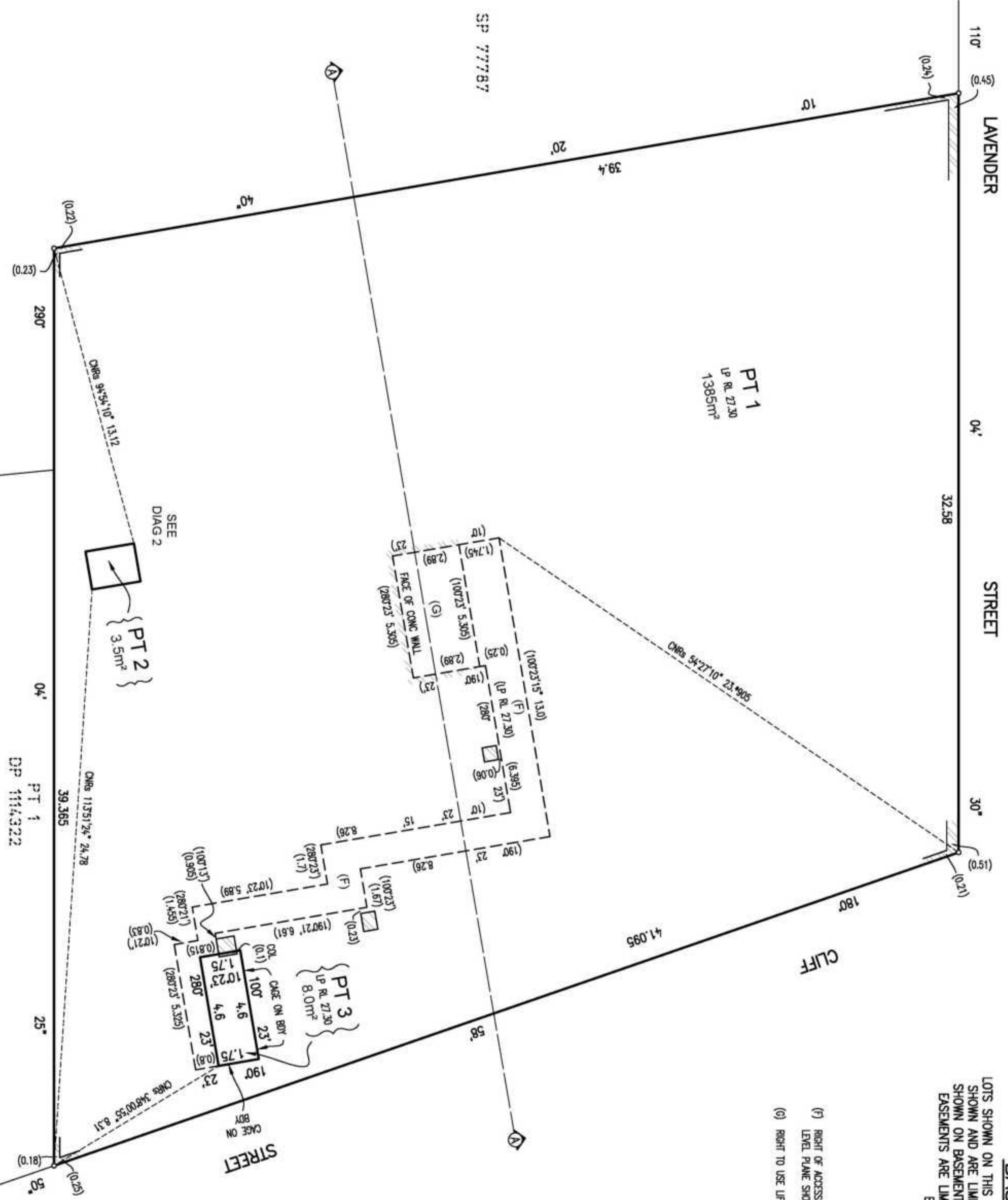


SURVEYOR Name: KARL ROBERTSON Date: 03.03.2021 Reference: 170307 SUB	PLAN OF SUBMISSION OF LOT 100 DP 1250925	LGA: Locality: Reduction Ratio: 1:40 Lengths are in metres.	NORTH SYDNEY MILSONS POINT REGISTERED 18/05/2021	DP1272411
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BASEMENT LEVEL 2
 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT LEVEL 1 ON SHEET 6. UNLESS OTHERWISE NOTED, EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL.

- (f) RIGHT OF ACCESS TO STORAGE VARIABLE WIDTH (f) LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THIS PLANE
- (g) RIGHT TO USE LIFTS VARIABLE WIDTH (g) LIMITED IN STRATUM

LPRL LEVEL PLANE AT THE NOTED RL
 SP SLOPING PLANE BETWEEN THE NOTED RLs
 RSP REGULAR SLOPING PLANE



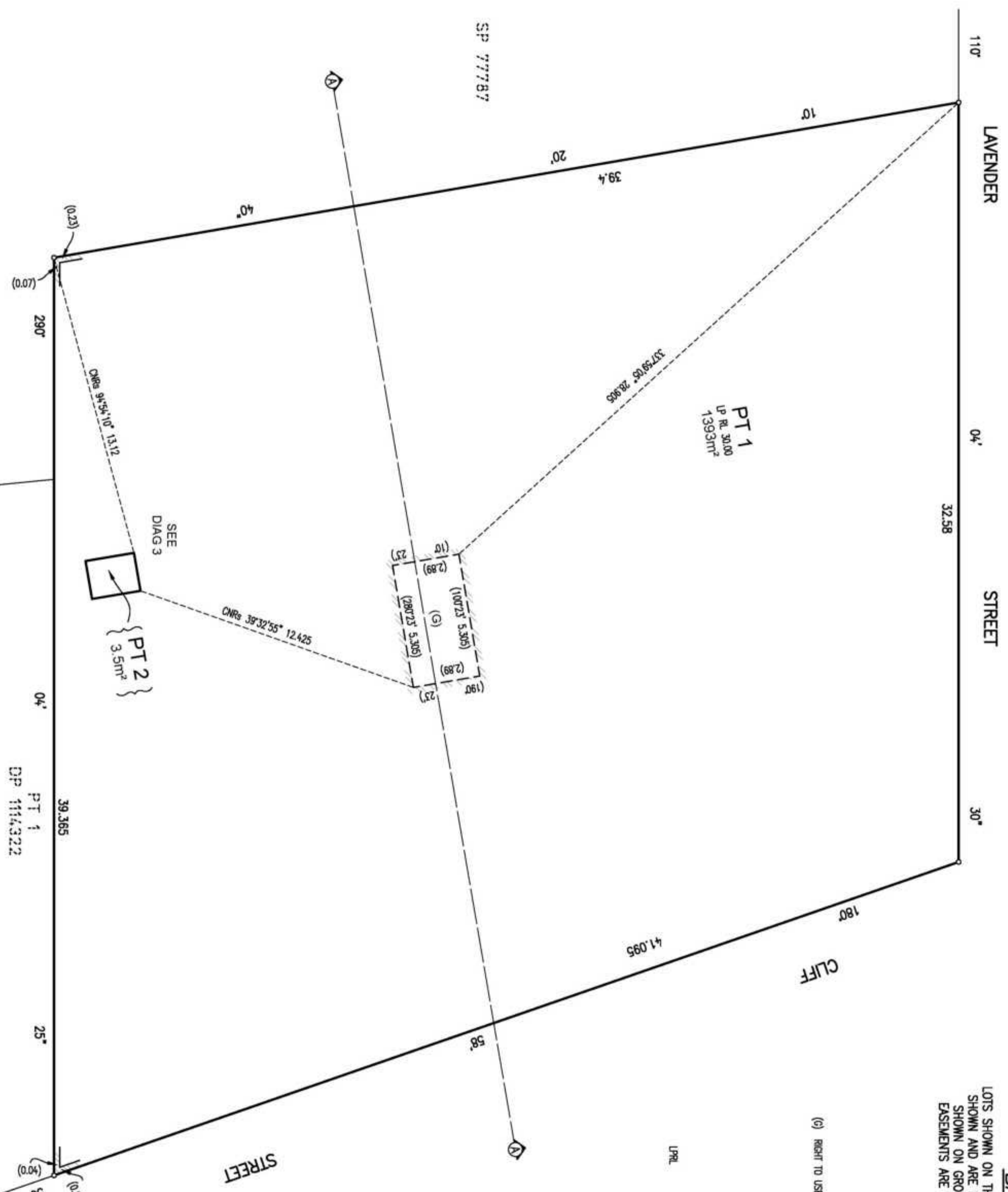
SURVEYOR
 Name: KARL ROBERTSON
 Date: 03.03.2021
 Reference: 170307 SUB

PLAN OF SUBMISSION OF
 LOT 100 DP 1250925

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:125
 Lengths are in metres.

REGISTERED
 18/05/2021

DP1272411



BASEMENT LEVEL 1

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON GROUND LEVEL ON SHEET 7. UNLESS OTHERWISE NOTED, EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL.

(g) RIGHT TO USE LIMITS VARIABLE WIDTH (g) LIMITED IN STRATUM

LP RL LEVEL PLANE AT THE NOTED RL

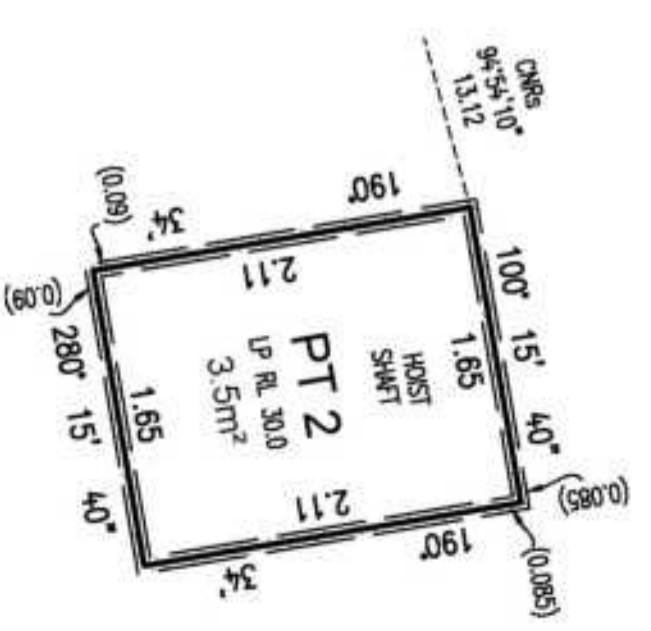


DIAGRAM 3
SCALE 1:40

SURVEYOR
Name: KARL ROBERTSON
Date: 03.03.2021
Reference: 170307 SUB

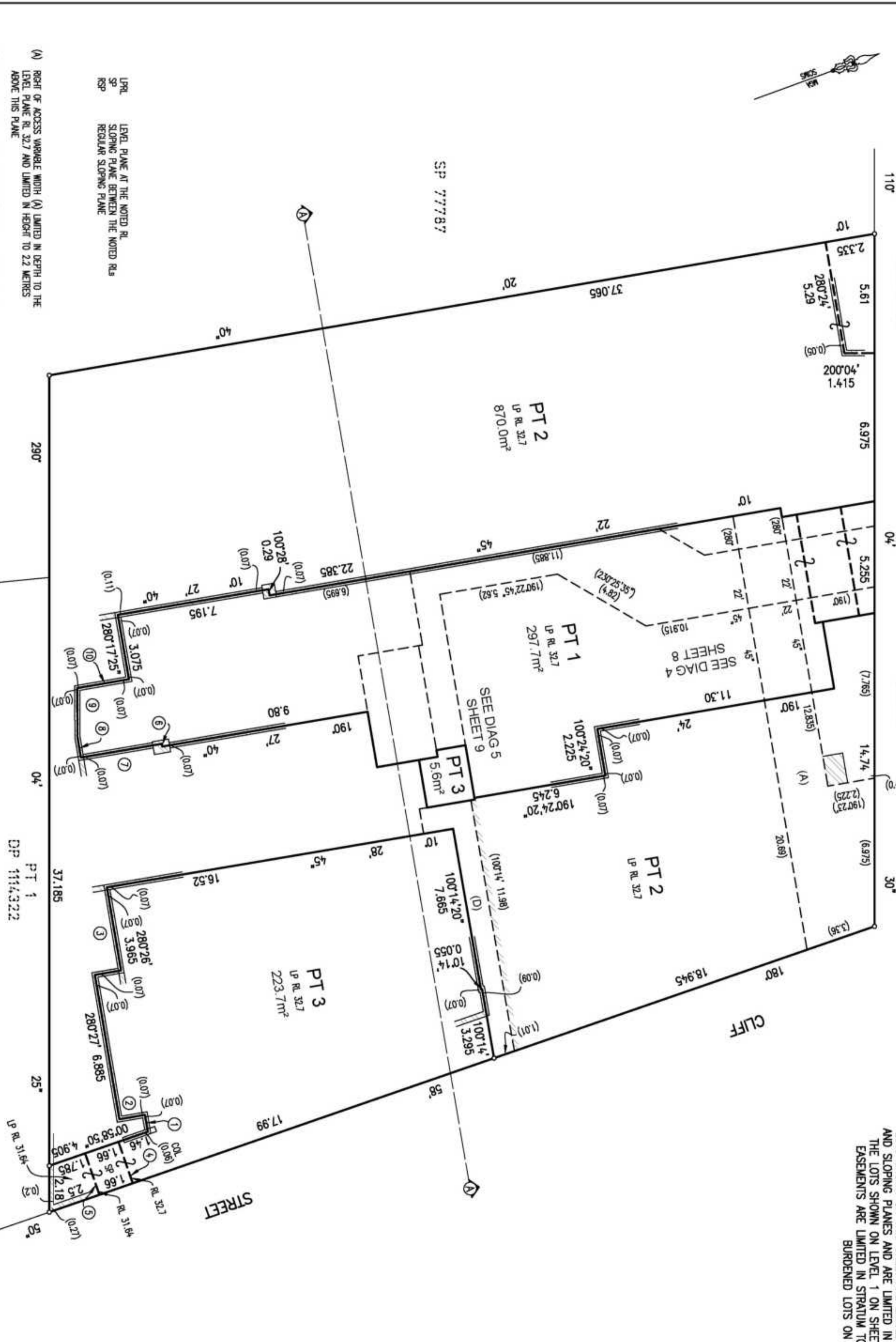
PLAN OF SUBMISSION OF
LOT 100 DP 1250925

LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio: 1:125
Lengths are in metres.

REGISTERED
18/05/2021

DP1272411

GROUND LEVEL
 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL, AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 ON SHEET 9, UNLESS OTHERWISE NOTED. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL.



SHORTLINE TABLE

No	BEARING	DISTANCE
1	280°23'	0.80
2	19°23'	1.22
3	10°19'	1.25
4	90°59'	2.06
5	90°59'	2.06
6	280°28'	0.13
7	190°28'	3.86
8	280°34'	0.965
9	289°44'	2.31
10	10°17'25"	2.47

(A) RIGHT OF ACCESS VARIABLE WIDTH (A) LIMITED IN DEPTH TO THE LEVEL PLANE RL 32.7 AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THIS PLANE

(D) RIGHT OF ACCESS VARIABLE WIDTH (D) LIMITED IN DEPTH TO THE LEVEL PLANE RL 32.7 AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THIS PLANE

LRL LEVEL PLANE AT THE NOTED RL
 RSP SLOPING PLANE BETWEEN THE NOTED RLs
 REGULAR SLOPING PLANE

SURVEYOR Name: KARL ROBERTSON
 Date: 03.03.2021
 Reference: 170307 SUB

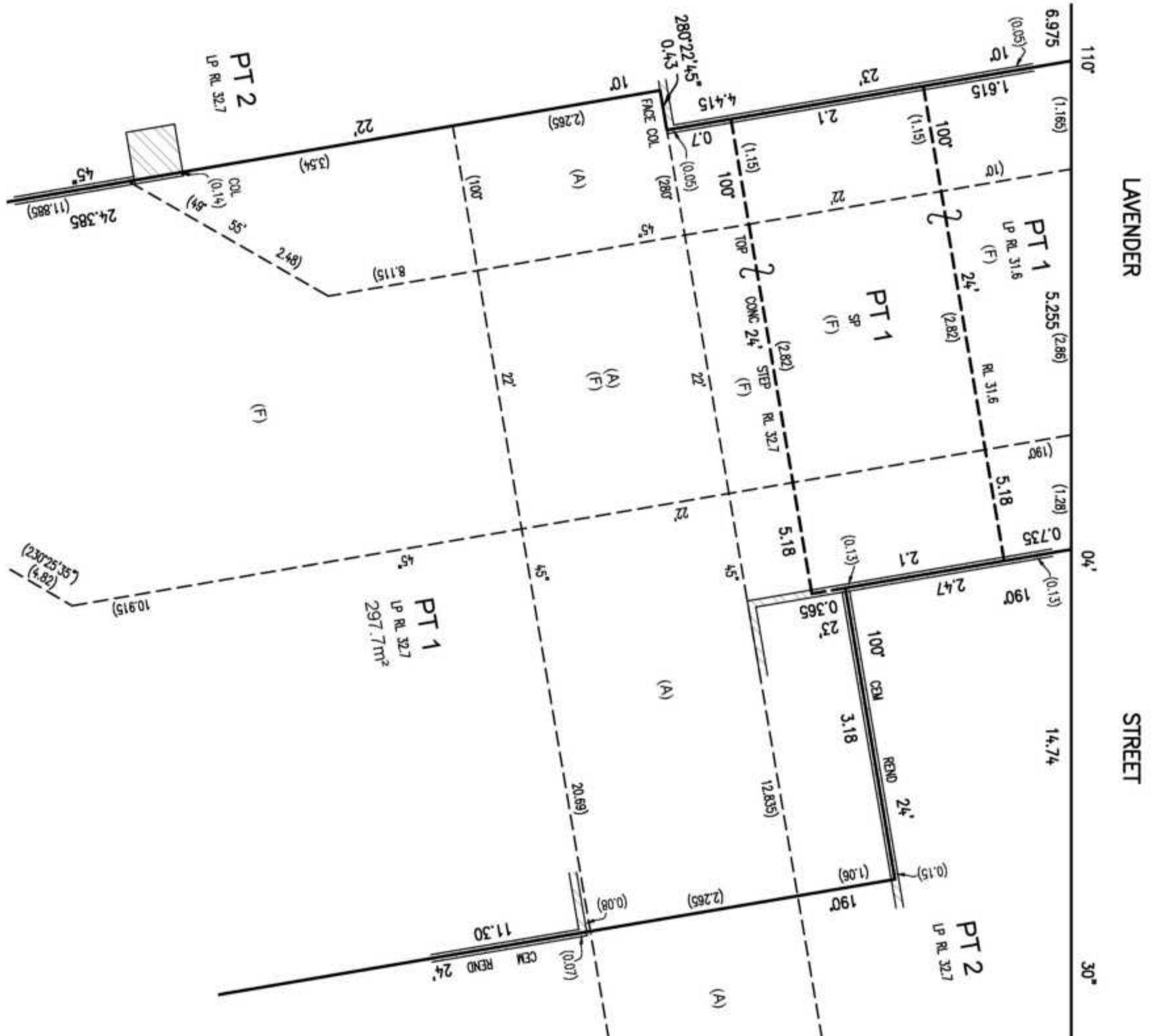
PLAN OF SUBMISSION OF LOT 100 DP 1250925

LGA: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:125
 Lengths are in metres.

REGISTERED 18/05/2021

DP1272411

V:\99 MIGRATION DATA\02 NSW\STONE\ACAD\Date\170307\170307 No61 LAVENDER ST\FINAL STRATUM\170307SUB-SH07_GROUND.dwg



GROUND LEVEL - DIAGRAM 4

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO NOTED LEVEL, AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE SLOPING PLANES ON LEVEL 1 ON SHEET 9. UNLESS OTHERWISE NOTED, EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL.

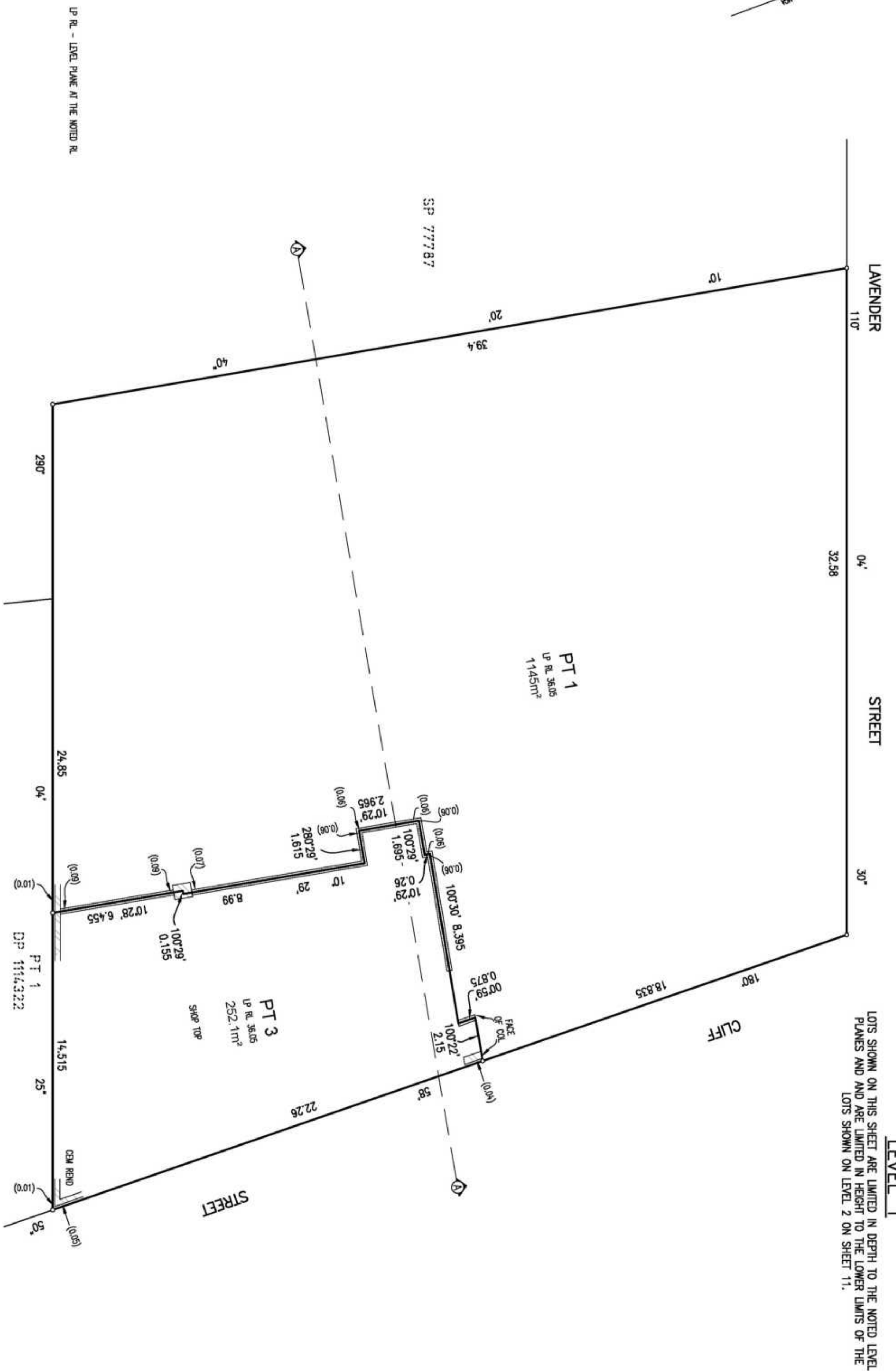
(A) RIGHT OF ACCESS VARIABLE WIDTH (A) LIMITED IN DEPTH TO THE LEVEL PLANE RL 32.7 AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THIS PLANE

(F) RIGHT OF ACCESS TO STORAGE VARIABLE WIDTH (F) LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE PLANES

<p>SURVEYOR Name: KARL ROBERTSON Date: 03.03.2021 Reference: 170307 SUB</p>	<p>PLAN OF SUBMISSION OF LOT 100 DP 1250925</p>	<p>LGA: NORTH SYDNEY Locality: MILSONS POINT Reduction Ratio: 1:40 Lengths are in metres.</p>	<p>REGISTERED 18/05/2021</p>	<p>DP1272411</p>
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Scale of mm: 20 30 40 50 60 70 80 90 100 110 120 130 140 150

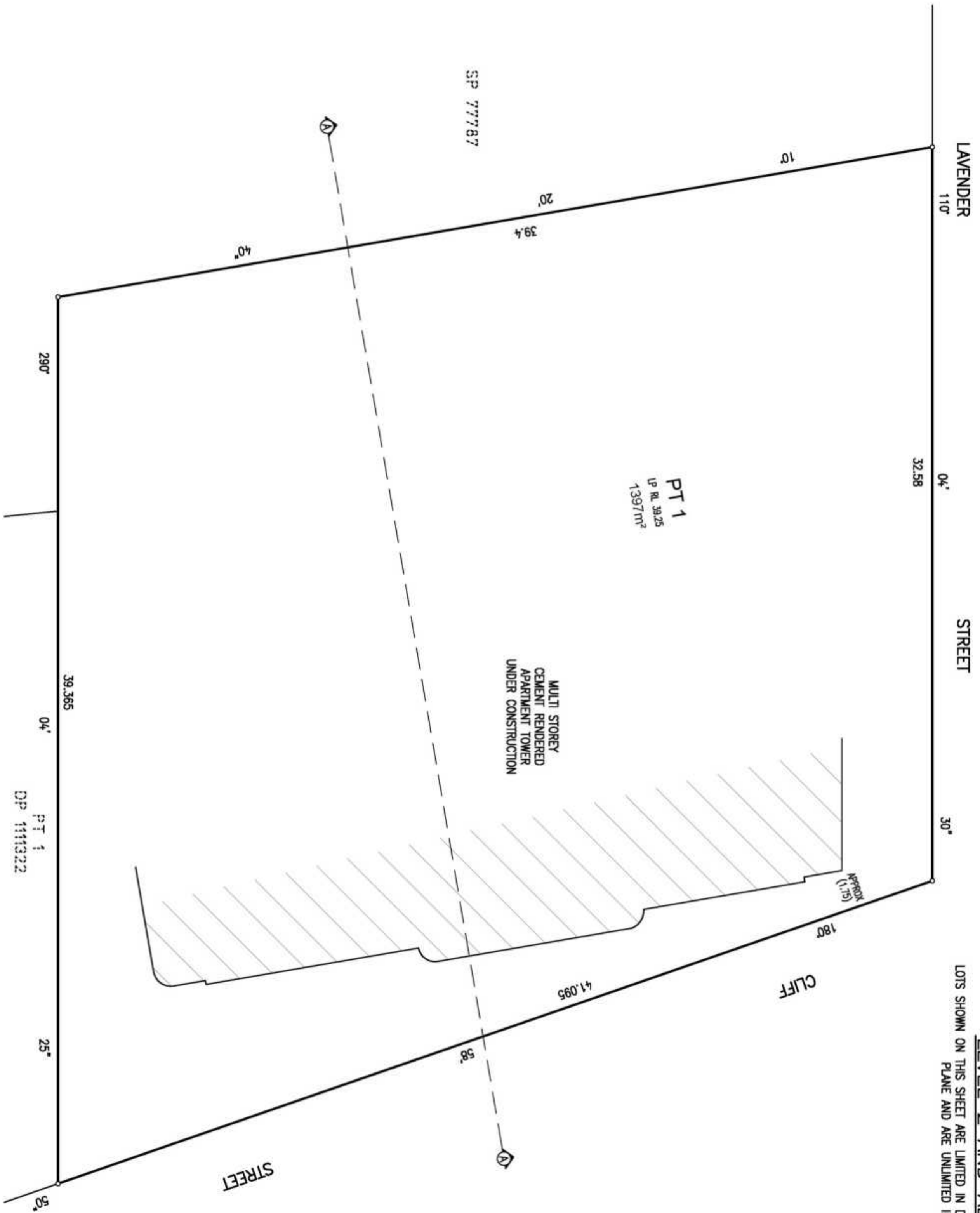
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SURVEYOR Name: KARL ROBERTSON Date: 03.03.2021 Reference: 170307 SUB		PLAN OF SUBMISSION OF LOT 100 DP 1250925		LGA: NORTH SYDNEY Locality: MILSONS POINT Reduction Ratio: 1:125		REGISTERED 18/05/2021		DP1272411	
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Scale of mm: 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150

V:\99 MIGRATION DATA\02 NSM\SYDNEY\KARL\DP170307\170307 No61 LAVENDER ST\FINAL STRATUM\170307SUB-SH10.LOT1.dwg



LEVEL 2 AND ABOVE
LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND ARE UNLIMITED IN HEIGHT.

MULTI STOREY
CEMENT RENDERED
APARTMENT TOWER
UNDER CONSTRUCTION

SURVEYOR
Name: KARL ROBERTSON
Date: 03.03.2021
Reference: 170307 SUB

PLAN OF SUBMISSION OF
LOT 100 DP 1250925

LGA: NORTH SYDNEY
Localities: MILSONS POINT
Reduction Ratio: 1:125
Lengths are in metres.

REGISTERED
18/05/2021

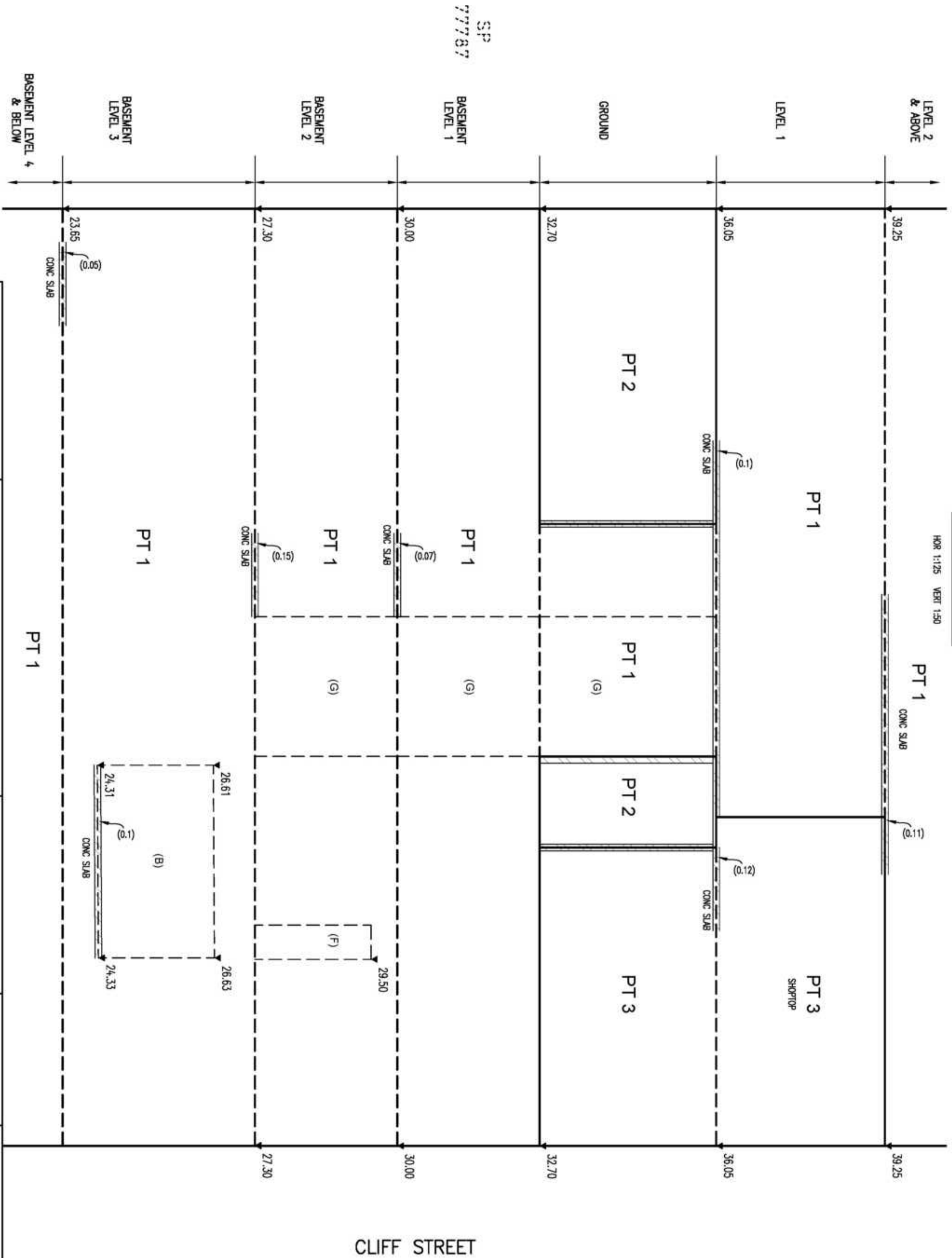
DP1272411

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

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACAD\DATA\17\0307\170307 No61 LAVENDER ST\FINAL STRATUM\170307SUB-SH11_LOZ.dwg

SECTION A-A

HOR 1:125 VERT 1:50





CLIFF STREET



SURVEYOR Name: KARL ROBERTSON Date: 03.03.2021 Reference: 170307 SUB		PLAN OF SUBMISSION OF LOT 100 DP 1250925		LGA: NORTH STONEY Locality: MILSONS POINT Reduction Ratio: AS SHOWN Lengths are in metres.		REGISTERED 18/05/2021		DP1272411	
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PLAN FORM 6 (2020)

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 18/05/2021</p> <p>Title System: TORRENS</p>	<p style="font-size: 2em; font-weight: bold;">DP1272411</p> <p style="text-align: right; font-size: small;">Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 100 DP 1250925</p>	<p>LGA: NORTH SYDNEY</p> <p>Locality: MILSONS POINT</p> <p>Parish: WILLOUGHBY</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>KARL ROBERTSON</p> <p>I, <u>KARL ROBERTSON</u> of Veris Australia Pty Ltd Suite 604 Level 6-45 Jones St Ultimo NSW 2007 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on: 03.03.2021, or</p> <p>*(b) The part of the land shown in the plan ("being" "excluding" "and") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-Y</p> <p>Type: "Urban"/"Rural"</p> <p>The terrain is "Level-Undulating" / "Steep-Mountainous"</p> <p>Signature: <u>Karl Robertson</u> Dated: 9/3/2021</p> <p>Surveyor Identification No: 7835 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>LONG HUYNH</u> "Authorised Person"/"General Manager"/"Registered Certifier", certify that the provisions of s.6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Registration number: _____</p> <p>Consent/Authority: <u>North Sydney Council</u></p> <p>Date of Endorsement: <u>23/04/2021</u></p> <p>Subdivision Certificate no: <u>S343/19</u></p> <p>File number: <u>DA 343/19</u></p> <p><small>*Strike through if inapplicable</small></p>	
<p>Plans used in the preparation of survey/compilation—</p> <p>DP 1250925 DP 1269846 DP 1114322 DP 1100964 SP 77787</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Surveyor's Reference: 170307 SUB</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  18/05/2021	DP1272411	
PLAN OF SUBDIVISION OF LOT 100 DP 1250925		
Subdivision Certificate No: <u>S343/19</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: <u>23/04/2021</u>		
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)2. EASEMENT FOR SERVICES (WHOLE OF LOT)3. EASEMENT FOR FIRE EGRESS (WHOLE OF LOT)4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)5. RIGHT OF ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)6. RIGHT OF ACCESS VARIABLE WIDTH (B) (LIMITED IN STRATUM)7. RIGHT TO USE SHARED CAR SPACE ZONE VARIABLE WIDTH (C) (LIMITED IN STRATUM)8. RIGHT OF ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM)9. RIGHT OF ACCESS TO STORAGE VARIABLE WIDTH (F) (LIMITED IN STRATUM)10. RIGHT TO USE LIFTS VARIABLE WIDTH (G) (LIMITED IN STRATUM)11. RESTRICTION ON THE USE OF LAND		
 ----- LOUISE HURREN ----- AUTHORISED PERSON NORTH SYDNEY COUNCIL		
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 170307 SUB		

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)																				
Registered: 18/05/2021 PLAN OF SUBDIVISION OF LOT 100 DP 1250925	DP1272411																							
Subdivision Certificate No: <u>S343/19</u> Date of Endorsement: <u>23/04/2021</u>	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																							
<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>LOT</th> <th>STREET NUMBER</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">61</td> <td style="text-align: center;">LAVENDER</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">MILSONS POINT</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">61</td> <td style="text-align: center;">LAVENDER</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">MILSONS POINT</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">61</td> <td style="text-align: center;">LAVENDER</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">MILSONS POINT</td> </tr> </tbody> </table>					LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	1	61	LAVENDER	STREET	MILSONS POINT	2	61	LAVENDER	STREET	MILSONS POINT	3	61	LAVENDER	STREET	MILSONS POINT
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY																				
1	61	LAVENDER	STREET	MILSONS POINT																				
2	61	LAVENDER	STREET	MILSONS POINT																				
3	61	LAVENDER	STREET	MILSONS POINT																				
EXECUCUTED BY AQUALAND NORTH SYDNEY LAVENDER DEVELOPMENT PTY LTD ACN 613 625 577 IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT																								
Signed by Attorney via Registered Power of Attorney Book <u>4731</u> No <u>9</u> The Attorney hereby declares that to the best of his/her knowledge the Power of Attorney has not been revoked at the time of execution		 Shangjin Lin																						
----- SIGNED DIRECTOR		----- SIGNED SECRETARY/DIRECTOR ATTORNEY																						
----- DIRECTOR PRINT NAME		----- Witness - Nolan Qin SECRETARY/DIRECTOR PRINT NAME WITNESS ADDRESS: <u>32 MARTIN PLACE</u> <u>SYDNEY NSW 2000.</u>																						
----- LONG HUYNH		----- AUTHORIZED PERSON NORTH SYDNEY COUNCIL																						
If space is insufficient use additional annexure sheet																								
SURVEYORS REFERENCE: 170307 SUB																								

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)			
<p>Registered:  18/05/2021</p> <p>PLAN OF SUBDIVISION OF LOT 100 DP 1250925</p> <p>Subdivision Certificate No: <u>S343/10</u></p> <p>Date of Endorsement: <u>23/04/2021</u></p>	<p>DP1272411</p> <p><small>This sheet is for the provision of the following information as required:</small></p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
<p>SIGNED BY TASOVAC PTY LTD PURSUANT TO SECTION 127 CORPORATIONS ACT 2001</p> <table style="width: 100%;"><tr><td style="width: 50%;"><p>SECRETARY/ DIRECTOR _____</p><p>_____ PRINT NAME</p></td><td style="width: 50%;"><p>DIRECTOR _____</p><p>_____ PRINT NAME</p></td></tr></table> <p>Signed, sealed and delivered for and on behalf of Tasovac Pty Ltd ABN 51 108 013 467 by its attorney  (print name) <u>CHRISTINA CHOY</u> under Power of Attorney dated 28 May 2014, and who declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of (print name) <u>KALISTEVA EGOROVA</u>  WITNESS ADDRESS: <u>120 255 GEORGE ST</u> <u>SYDNEY NSW 2000</u></p> <p style="text-align: center;">_____ <u>LONG HUYNH</u> AUTHORISED PERSON NORTH SYDNEY COUNCIL</p> <p style="text-align: center;"><small>If space is insufficient use additional annexure sheet</small></p>		<p>SECRETARY/ DIRECTOR _____</p> <p>_____ PRINT NAME</p>	<p>DIRECTOR _____</p> <p>_____ PRINT NAME</p>
<p>SECRETARY/ DIRECTOR _____</p> <p>_____ PRINT NAME</p>	<p>DIRECTOR _____</p> <p>_____ PRINT NAME</p>		
SURVEYORS REFERENCE: 170307 SUB			

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

(Sheet 1 of 21)

Plan: **DP1272411**

Subdivision of Lot 100 in DP 1250925 covered by Subdivision Certificate no. **5343/19**

Full name and address of the owner of the land:

Aqualand North Sydney Lavender Development Pty Ltd (ACN 613 625 577)
 Tower 1, Level 47, 100 Barangaroo Avenue,
 Barangaroo NSW 2000

Part 1 (Creation)

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 Support & Shelter (whole of lot)	Each lot	Every other lot
2.	Easement for Services (whole of lot)	Each lot	Every other lot
3.	Easement for Fire Egress (whole of lot)	Each lot	Every other lot
4.	Easement to Access Shared Facilities (whole of lot)	Each lot	Every other lot
5.	Right of Access variable width (A) (limited in stratum)	1 2	2 1
6.	Right of Access variable width (B) (limited in stratum)	1	2


 Council authorised delegate

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

(Sheet 2 of 21)

Plan: **DP1272411**

Subdivision of Lot 100 in DP 1250925 covered by
Subdivision Certificate no. **5343/19**

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:
7.	Right to Use Shared Car Space Zone variable width (C) (limited in stratum)	1	2
8.	Right of Access variable width (D) (limited in stratum)	2	3
9.	Right of Access to Storage variable width (F) (limited in stratum)	1	3
10.	Right to Use Lifts variable width (G) (limited in stratum)	1	3
11.	Restriction on the Use of Land	3	North Sydney Council



Council authorised delegate

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

(Sheet 3 of 21)

Plan: **DP1272411**

Subdivision of Lot 100 in DP 1250925 covered by
Subdivision Certificate no. **5343/19**

Part 2 (Terms)

1. General

1.1 Definitions and Interpretation

In this document:

- (a) **Act** means the *Conveyancing Act 1919* (NSW).
- (b) **Authorised User** means every person authorised by the Grantee for the purposes of an easement created by this instrument. Subject to the terms of the particular easement an Authorised User includes, without limitation, the tenants, employees, agents, customers, contractors, subcontractors and licensees of the Grantee.
- (c) **Building Management Committee** means any building management committee constituted under the Strata Management Statement.
- (d) **Business Day** means a day which is not a Saturday, Sunday or public Holiday in Sydney, New South Wales.
- (e) **Development Act** means the *Strata Schemes Development Act 2015* (NSW).
- (f) **Easement Site** means:
 - (i) the site of the easement identified in the Plan; and
 - (ii) all items within the site of the easement identified on the Plan which are the subject of the easement.
- (g) **Grantee** means the owner of an estate in fee simple or mortgagee in possession of the Lot Benefited, from time to time.
- (h) **Grantor** means the owner of an estate in fee simple or a mortgagee in possession of the Lot Burdened, from time to time.
- (i) **Law** means any statute, regulation, rule, proclamation, ordinance, by-law or code.
- (j) **Lot Benefited** means a lot benefited by an easement or restriction in this instrument.
- (k) **Lot Burdened** means a lot burdened by an easement or restriction in this instrument.
- (l) **Occupier** means each lessee or licensee (including each subordinate lessee or licensee) and any other persons entitled to use the Lot Burdened.


Council authorised delegate

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- (m) **Owner** means the owner of a lot in the Plan.
- (n) **Plan** means the plan of subdivision to which this instrument relates.
- (o) **Service Lines** means:
 - (i) pipes, conduits, ducts, wires and cables required for the transmission, operation and functioning of Services or in connection with Services; and
 - (ii) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.
- (p) **Services** includes:
 - (i) the supply of water, gas, electricity or artificially heated or cooled air;
 - (ii) systems for the exhaust of air, smoke, odours and fumes and the supply of air;
 - (iii) kitchen extraction and exhaust systems for the extraction and exhaust of smoke, odours and fumes;
 - (iv) systems for the disposal of sullage and grease;
 - (v) the provision of sewerage and drainage and stormwater drainage; and
 - (vi) telephone, radio, television or other means of communication or transmission;
 - (vii) security systems; and
 - (viii) any other facility, supply or transmission.
- (q) **Shared Facility** has the meaning it has in the Strata Management Statement.
- (r) **Strata Management Statement** a strata management statement under the Development Act.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;



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- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (k) a reference to 'month' means calendar month; and
- (l) headings are for convenience only and do not affect interpretation.

1.3 Obligations for Authorised Users

For each easement and covenant in this instrument, the Grantee must procure that its Authorised Users comply with the terms of this instrument when they exercise their rights or comply with their obligations under this instrument.

1.4 Covenants and agreements

Subject to the terms of the particular easement, the easements, covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment, to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of each of the easements, positive covenants and restrictions on use in this instrument.



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1.5 Complying with the Strata Management Statement

For each easement, positive covenant or restriction on use in this instrument, the Grantee who is required to comply with the Strata Management Statement must:

- (a) comply with the Strata Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Strata Management Statement.

2. Effect of the Strata Management Statement

2.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument other than those benefitting North Sydney Council.

2.2 Requirements about making rules

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and a Strata Management Statement. A Strata Management Statement prevails to the extent of any inconsistency.

2.3 Costs regulated under the Management Statement

If the Strata Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

2.4 Complying with obligations

If the Strata Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (e.g. the obligation is imposed on a Building Management Committee), the Strata Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.



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3. Terms of Easement for Support & Shelter (whole of lot) referred to as number 1 in the Plan

3.1 Grant of Easement

An easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the Lot Benefited by those parts of the Lot Burdened and any structures erected on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.

3.2 Obligations when exercising rights

The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:

- (a) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and
- (b) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.

3.3 Effect of a Strata Management Statement

If a strata management statement is registered under the Development Act resulting in the creation of an easement for support and shelter under section 8AA of the Development Act and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.

3.4 Effect of a subdivision

If a Strata Plan subdividing a Lot Benefited is registered resulting in the creation of an easement for support and shelter under section 8AA of the Development Act, and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.



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4. Terms of Easement for Services (whole of lot) referred to as number 2 in the Plan

4.1 Grant of easement

The Grantor grants to the Grantee and every Authorised User at all times in common with others an unrestricted right to the passage of any Services along or through Service Lines, equipment or other structures and things relating to Services:

- (a) which pass through or are situated in the Lot Burdened and service the Lot Benefited and which exist at the date of registration of the Plan; or
- (b) in respect of each of the relevant Lots Burdened, which are installed by and or on behalf of a Grantee after registration of the Plan (but before the date that is 2 years after that registration),

and to do anything reasonably necessary for that purpose, including the right to:

- (c) utilise the existing Services and Service lines, risers and ducts constructed on the Lot Burdened for the purposes of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Service lines, risers and ducts;
- (d) by prior agreement with the owner of the Lot Burdened (not to be unreasonably withheld or delayed) and subject to the reasonable requirements of the owner of the Lot Burdened access the Lot Burdened to install Services as contemplated in this easement;
- (e) with the prior agreement of the owner of the Lot Burdened (not to be unreasonably withheld and which may be subject to conditions) install or construct further Services within other Service risers or ducts within the Lot Burdened in pursuance of any future works;
- (f) by prior arrangement with the owner of the Lot Burdened, carry out an inspection of the Services within the Lot Burdened that service the Lot Benefited; and
- (g) in order to exercise a right under this easement, subject to the owner of the Lot Benefited having complied with its obligations under this easement:
 - (i) enter the part of the Lot Burdened that is necessary to enter at such times and for as long as is agreed with the owner of the Lot Burdened;
 - (ii) take onto the Lot Burdened such equipment and tools that are necessary to enable the owner of the Lot Burdened to exercise its rights under this easement;
 - (iii) install, replace or maintain any Service;


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- (iv) enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances and is agreed to by the owner of the Lot Burdened (such agreement not to be unreasonably withheld or delayed); and
- (v) remain on the Lot Burdened for such reasonable time as may be necessary for the purpose of installing new or augmented Services (in locations agreed to by the owner of the Lot Burdened, acting reasonably), replacing, inspecting, cleaning, repairing, maintaining or renewing the Services or any part of the Services and, subject to the prior agreement of the owner of the Lot Burdened (which may, in their sole discretion, be granted or withheld or granted conditionally) of making such excavations or undertaking such ancillary works as may be reasonably necessary.


4.2 Requirements before exercising rights

Before exercising any rights under this easement the Grantee and Authorised Users must:

- (a) except in an emergency, give the Grantor or its nominee not less than 48 hours' notice of its intention to enter the Lot Burdened: In an emergency, a Grantee or Authorised User must give a Grantor notice of access to the Lot Burdened as soon as practicable; and
- (b) if required by the Grantor, when exercising rights under this easement be accompanied by and comply with the reasonable directions of the Grantor's nominee; and
- (c) except where prior arrangements have been made with the Grantor or in an emergency not disrupt any Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
- (d) except as provided for in clause 4.3, not carry out any works to the structure of the building and infrastructure located on the Lot Burdened unless it:
 - (i) obtains the approval of the Grantor to the works proposed to be carried out; and
 - (ii) consults with a structural engineer nominated by the Grantor at the cost of the Grantee; and
- (e) carries out the recommendations of the structural engineer.

4.3 Attachments of a minor nature

Clause 4.2(d) does not apply to attachments of a minor nature that do not affect the structural integrity of the building, Shared Facilities and infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).


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4.4 Obligations when exercising rights

When they exercise their rights under this easement, the Grantee and Authorised Users must:

- (a) ensure that any person carrying out works on services or the Easement Site on their behalf is qualified to do those works; and
- (b) ensure all work is done properly; and
- (c) cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened; and
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition; and
- (f) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld; and
- (g) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and
- (h) in respect of a lot used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the Occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of North Sydney Council or a Government Agency having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

4.5 Maintaining Services

The Grantee must maintain its own Services.

4.6 Additional Obligations

The Grantee:

- (a) acknowledges that this easement is being used in common with the Grantor; and
- (b) must not interfere with any of the Services for the Lot Burdened located within the Easement Site from time to time.


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4.7 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

5. Terms of Easement for Fire Egress (whole of lot) referred to as number 3 in the Plan

5.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right to enter and pass through those parts of the Lot Burdened necessary to exit the Lot Benefited in emergency situations for the purpose of evacuation, or for fire drill exercises from time to time.

5.2 Redevelopment

If any part of the Lot Burdened is redeveloped or developed, the Grantor may relocate the fire egress.

6. Terms of Easement to Access Shared Facilities (whole of lot) referred to as number 4 in the Plan

6.1 Grant of easement

Subject to the terms of this easement, the Grantor grants the Grantee and its Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the accessible areas of the Lot Burdened on foot and with or without tools and equipment for the purpose of inspecting, repairing, maintaining and relacing items that are or form part of Shared Facilities and which benefit the Lot Benefited, and the right to remain on the Lot Burdened for such time as is reasonable or the purposed of the inspection, repair, maintenance or replacement of the Shared Facility item.

6.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and


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- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

6.3 Obligations when exercising rights

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (b) repair damage which they cause to the Lot Burdened; and
- (c) take all reasonable steps to cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and
- (d) comply with rules made by the Grantor according to this easement, in addition to the relevant provisions of the Strata Management Statement; and
- (e) immediately remove any garbage or recyclable materials spilled on the Easement Site or the Lot Burdened and clean the affected area.

6.4 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

7. Terms of Right of Access variable width (A) (limited in stratum) referred to as number 5 in the Plan

7.1 Grant of Right

Subject to the terms of this right, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over the Lot Burdened at any time for the purpose of providing access to the Lot Benefited.

7.2 Obligations when exercising rights

When they exercise their rights under this right, the Grantee and its Authorised Users must:

- (a) repair damage which they cause to the Lot Burdened; and



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- (b) cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and
- (c) comply with rules made by the Grantor according to this right, in addition to the relevant provisions of the Strata Management Statement; and
- (d) immediately remove any garbage or recyclable materials spilt on the Lot Burdened and clean the affected area.

7.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

7.4 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site for maintenance purposes but only for the period required to remedy an emergency or maintain the Easement Site.

8. Terms of Right of Access variable width (B) (limited in stratum) referred to as number 6 in the Plan

8.1 Grant of Right

Subject to the terms of this right, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over and across the Easement Site with or without vehicles at all times and for all lawful purposes.

8.2 Obligations when exercising rights

When they exercise their rights under this right, the Grantee and its Authorised Users must:

- (a) repair damage which they cause to the Lot Burdened; and
- (b) cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and
- (c) comply with rules made by the Grantor according to this right, in addition to the relevant provisions of the Strata Management Statement; and
- (d) immediately remove any garbage or recyclable materials spilt on the Lot Burdened and clean the affected area; and


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(e) comply with vehicle speed limits.

8.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

8.4 No obstruction

The Grantee and the Authorised Users must not:

- (a) park or stand a motor vehicle or trailer on the Lot Burdened; or
- (b) obstruct the Easement Site or the use of the Lot Burdened.

8.5 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site for maintenance purposes but only for the period required to remedy an emergency or maintain the Easement Site.

9. Terms of Right to Use Shared Car Space Zone variable width (C) (limited in stratum) referred to as number 7 in the Plan

9.1 Grant of easement

The Grantee and its Authorised Users may use the Easement Site for access and egress to the Lot Benefited.

9.2 Requirements when exercising rights

In exercising their rights under this easement the Grantee and Authorised Users must:

- (a) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (b) ensure that no damage is caused to the Easement Site and the improvements on it;
- (c) promptly make good any damage caused to the Easement Site and the improvements on it; and
- (d) comply with access and security requirements made by the Grantor according to this easement and any rules and requirements under the Strata Management Statement.


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9.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

9.4 No obstruction

The Grantee and the Authorised Users must not:

- (a) park or stand a motor vehicle or trailer on the Lot Burdened except as provided for in this easement; or
- (b) obstruct the Easement Site or the use of the Lot Burdened.

9.5 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site for maintenance purposes but only for the period required to remedy an emergency or maintain the Easement Site.

10. Terms of Right of Access variable width (D) (limited in stratum) referred to as number 8 in the Plan

10.1 Grant of Right

Subject to the terms of this right, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over the Lot Burdened at any time for the purpose of accessing the garbage and storeroom within the Lot Benefited.

10.2 Obligations when exercising rights

When they exercise their rights under this right, the Grantee and its Authorised Users must:

- (a) repair damage which they cause to the Lot Burdened; and
- (b) cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and
- (c) comply with rules made by the Grantor according to this right, in addition to the relevant provisions of the Strata Management Statement; and
- (d) immediately remove any garbage or recyclable materials spill on the Lot Burdened and clean the affected area.


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10.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

10.4 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site for maintenance purposes but only for the period required to remedy an emergency or maintain the Easement Site.

11. Terms of Right of Access to Storage variable width (F) (limited in stratum) referred to as number 9 in the Plan

11.1 Grant of Right

Subject to the terms of this right, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over the Lot Burdened at any time for the purpose of providing access to the storage space within the Lot Benefited.

11.2 Obligations when exercising rights

When they exercise their rights under this right, the Grantee and its Authorised Users must:

- (a) repair damage which they cause to the Lot Burdened; and
- (b) cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and
- (c) comply with rules made by the Grantor according to this right, in addition to the relevant provisions of the Strata Management Statement; and
- (d) immediately remove any garbage or recyclable materials spilt on the Lot Burdened and clean the affected area.

11.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.


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11.4 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site for maintenance purposes but only for the period required to remedy an emergency or maintain the Easement Site.

12. Terms of Right to Use Lifts variable width (G) (limited in stratum) numbered 10 in the plan

12.1 Grant of easement

- (a) The Grantor grants to the Grantee and every Authorised User the full, free and unimpeded right to use the lifts within the Easement Site.
- (b) The Grantor may install in the lifts any security devices to prevent the Grantee and any Authorised Users entering or exiting the lifts on levels other than those they own or are entitled to use.

12.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site for maintenance purposes but only for the period required to remedy an emergency or maintain the Easement Site.

12.3 Maintenance, repair and operation

Subject to the Strata Management Statement, the Grantor must repair and maintain the lifts in the Easement Site at its cost and pay all costs associated with the operation, insurance, certification and inspection of the lifts.

12.4 Requirements when exercising rights

In exercising their rights under this easement the Grantee and Authorised Users must:

- (a) not use the lifts for transporting goods and heavy articles and equipment;
- (b) take all reasonable precautions to ensure that no damage is caused to the Easement Site and the improvements on it;
- (c) cause as little inconvenience as is practicable to the Grantor or an occupier of the Lot Burdened;
- (d) immediately remove any rubbish or other materials they spill in the Easement Site and clean the affected area; and
- (e) promptly make good any damage they cause to the Lot Burdened.


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13. Terms of Restriction on the Use of Land numbered 11 in the plan

13.1 Terms of restriction

The ground floor of each allotment in the Lot Burdened must not be used at any time for any use other than non-residential purposes (subject to obtaining development consent from Council, where necessary).

13.2 Authority to release

North Sydney Council and its successors is the sole authority empowered to release or modify this restrictive covenant.


Council authorised delegate

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

(Sheet 19 of 21)

Plan: **DP1272411**

Subdivision of Lot 100 in DP 1250925 covered by Subdivision Certificate no. S 343/19

SIGNING PAGE(S)

Signed by Aqualand North Sydney
Lavender Development Pty Ltd pursuant to
section 127 Corporations Act 2001

ACN 613 625 577

Secretary/Director

Print name

Signed as Attorney via
Registered Power of Attorney
Book 4731 No 9
The Attorney hereby declares
that to the best of his/her knowledge
the Power of Attorney has not been
revoked at the time of execution

Director



Shangjin Lin

Print name



Nolan Qin

Witness

WITNESS ADDRESS:

32 MARTIN PLACE
STONEY NSW 2000



Council authorised delegate

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

(Sheet 20 of 21)

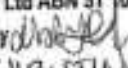

Plan: **DP1272411**

Subdivision of Lot 100 in DP 1250925 covered by Subdivision Certificate no. **5343/19**

Signed by Tasovac Pty Ltd pursuant to section 127 Corporations Act 2001

~~Secretary/Director~~
~~Print name~~

~~Director~~
~~Print name~~

Signed, sealed and delivered for and on behalf of
Tasovac Pty Ltd ABN 51 108 013 487
by its attorney 
(print name) **CHRISTINA CHOY**
under Power of Attorney dated 28 May 2014, and
who declares that the Attorney has not received any
notice of the revocation of such Power of Attorney,
in the presence of 
(print name) **KALIFORAT EGOROVA**

WITNESS ADDRESS:
L20, 255 GEORGE ST
SYDNEY NSW 2000


Council authorised delegate

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


(Sheet 21 of 21)

Plan: **DP1272411**

Subdivision of Lot 100 in DP 1250925 covered by Subdivision Certificate no. **5343/19**

I certify that I am an eligible witness and that the delegate signed in my presence

Signed by North Sydney Council by its authorised delegate pursuant to section 378 Local Government Act 1993 in the presence of:



Witness
DAVE JOHNSON

Print name
200 MILLER STREET, NORTH SYDNEY

Print Address
NSW, 2060



Delegate
LONG HUYNH

Print Name

REGISTERED  18/05/2021



Council authorised delegate



No. _____

NEW SOUTH WALES
 New South Wales
 \$=0225



H.E.T.
 R.P. 13A

FEES:—
 Lodgment
 Endorsement ①

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

msb
SD

I, JAMES WALLACE PTY. LIMITED

7
\$ 24.00

TG

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of ONE DOLLAR

(\$1.00) (the receipt whereof is hereby acknowledged) paid to it by

TOWN & CITY PTY. LIMITED doth hereby with the consent of A.N.Z. BANKING GROUP LIMITED as mortgagee under Mortgage No. M 213406. (testified by its execution hereof) transfer and grant to

msb
SD

~~do hereby transfer to~~

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

TOWN & CITY PTY. LIMITED

(herein called transferee)

msb
SD

out of ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P.

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land* (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	WILLOUGHBY	WHOLE	11650	19	

DWH/MLF

msb
SD
15/2 20 549108

MWB
SB
And the transferee covenant(s) with the transferor

FIRSTLY: a right of carriage way (in common with the transferor and persons authorised by it) appurtenant to the land comprised within Lot 2 in Deposited Plan 549159 over all that piece of land twenty feet wide and irregular width shown as "Proposed Right of Carriageway 20 feet wide and variable" on the plan annexed hereto and marked "A" (hereinafter called "the carriageway site") SUBJECT however to the right of the transferor to build over the carriage-way site or any part thereof at a height of not less than twenty feet above reduced level 76.5 above Standard Datum PROVIDED that the level of the surface of the carriage-way site (including any paving or other surfacing material thereon) measured along the prolongation of the common boundary of Lots 1 and 2 D.P. 549159 to the southern boundary of Lot 1 D.P. 549159 shall not exceed in height reduced level 76.5 above Standard Datum AND PROVIDED FURTHER that the said reduced level 76.5 above Standard Datum shall be the highest level of any part of the surface of the carriage-way site (including any paving or other surfacing material thereon) AND it is hereby agreed and declared that the cost from time to time of maintaining repairing and renewing the surfacing material of the carriage-way site shall be borne equally by the transferor and the transferee AND SECONDLY: an easement to drain water appurtenant to the land comprised within Lot 2 in Deposited Plan 549159 over all that piece of land twenty feet wide and irregular width (previously referred to as "the carriage-way site" but hereinafter called "the said land") hereinbefore referred to and shown on the plan annexed hereto and marked "A" SUBJECT to the prior right of the Metropolitan Water Sewerage and Drainage Board to instal and maintain its sewers mains and other structures (if any) within the said land and to all or any conditions which the said Board may from time to time lawfully impose relative to such sewers mains and other structures AND SUBJECT ALSO to the right of the transferor to use the said land for the drainage of water from Lot 1 in Deposited Plan 549159 PROVIDED that all pipes to be laid and maintained by the transferee pursuant to this easement to drain water shall be laid maintained in proper working order and renewed whenever necessary at the cost of the transferee but subject to the reasonable supervision of the transferor AND PROVIDED FURTHER that all requirements of the Council of the Municipality of North Sydney or any other relevant authority relating to the within easement to drain water shall be complied with by the transferee at its expense including the type and size of pipes laid and the discharge of water into Harbour View Crescent AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED:

- (1) the person having the right to release vary or modify the within easements or either of them (but not so as to prejudice any right of the transferor) is the transferee its successors and assigns;
 - (2) the person whose consent to a release variation or modification of the within easements or either of them is stipulated for is the transferee its successors and assigns.
- MWB*
SB

* Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

MIL

* A very short note will suffice.

K 1168-1 51 437-4

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British Possessions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part of a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

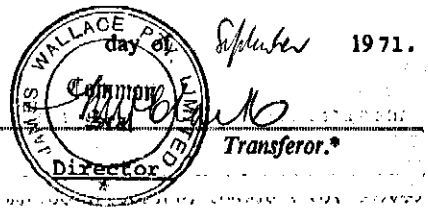
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Office, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 10th day of September 1971.
THE COMMON SEAL of JAMES WALLACE PTY. LIMITED was hereunto signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME affixed by authority of the Directors and in the presence of
[Signature]
Secretary



THE COMMON SEAL of TOWN & CITY PTY. LIMITED was hereunto signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME affixed by authority of the Directors and in the presence of:
[Signature]
Secretary

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act
[Signature]
Director Transferee(s)
THE COMMON SEAL OF TOWN & CITY PTY. LIMITED

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument, and declared that he personally knew _____, the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that _____ he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

M 443589

Lodged by ALLEN ALLEN & HEMBLEY
 Address 30 HUNTER STREET SYDNEY
 Phone No. *ROA.*

No.

CONSENT OF PARTIAL DISCHARGE OF MORTGAGEE.
 (N.B.—Before execution read marginal note.)

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

443589
 mortgagee under Mortgage No. M218406
~~release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.~~ hereby consents to the within instrument.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *Sydney*
 Signed in my presence by

Signed and Sealed by the said Bank *26th* day of *August* 1971.
 at Sydney by its Attorney
 MAXWELL RICHARD BRYANT
 who is personally known to me,
Maxwell R. Bryant
 Mortgagee.

who is personally known to me

and I, the said Attorney, state that I have not received any notice of the revocation of either of the Powers of Attorney registered in the Office of the Registrar General Sydney as Nos. *11584* and *1153* in the Public Register under which this document is executed.

JURIST OF THE PEACE FOR NEW SOUTH WALES

REGIONAL MANAGER OF CONVEYANCING FOR THE TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
DOCUMENTS LODGED HERewith
 To be filled in by person lodging dealing

1.	} Received Docs. Nos. Receiving Clerk
2.	
3.	
4.	
5.	
6.	
7.	

(2) Discharges C/T.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>and 1/2 of ① Right of Carriageway and ② Easement to Drain Water.</i>
Checked by <i>ES</i>	Particulars entered in Register Book <i>29-5-1972</i>
Passed (in S.D.B.) by <i>[Signature]</i>	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch	/	/
Received from Records	/	/
Draft written	/	/
Draft examined	/	/
Diagram prepared	/	/
Diagram examined	/	/
Draft forwarded	/	/
Supt. of Engrossers	/	/
Cancellation Clerk	/	/

VOL. FOL.

M.P.D.

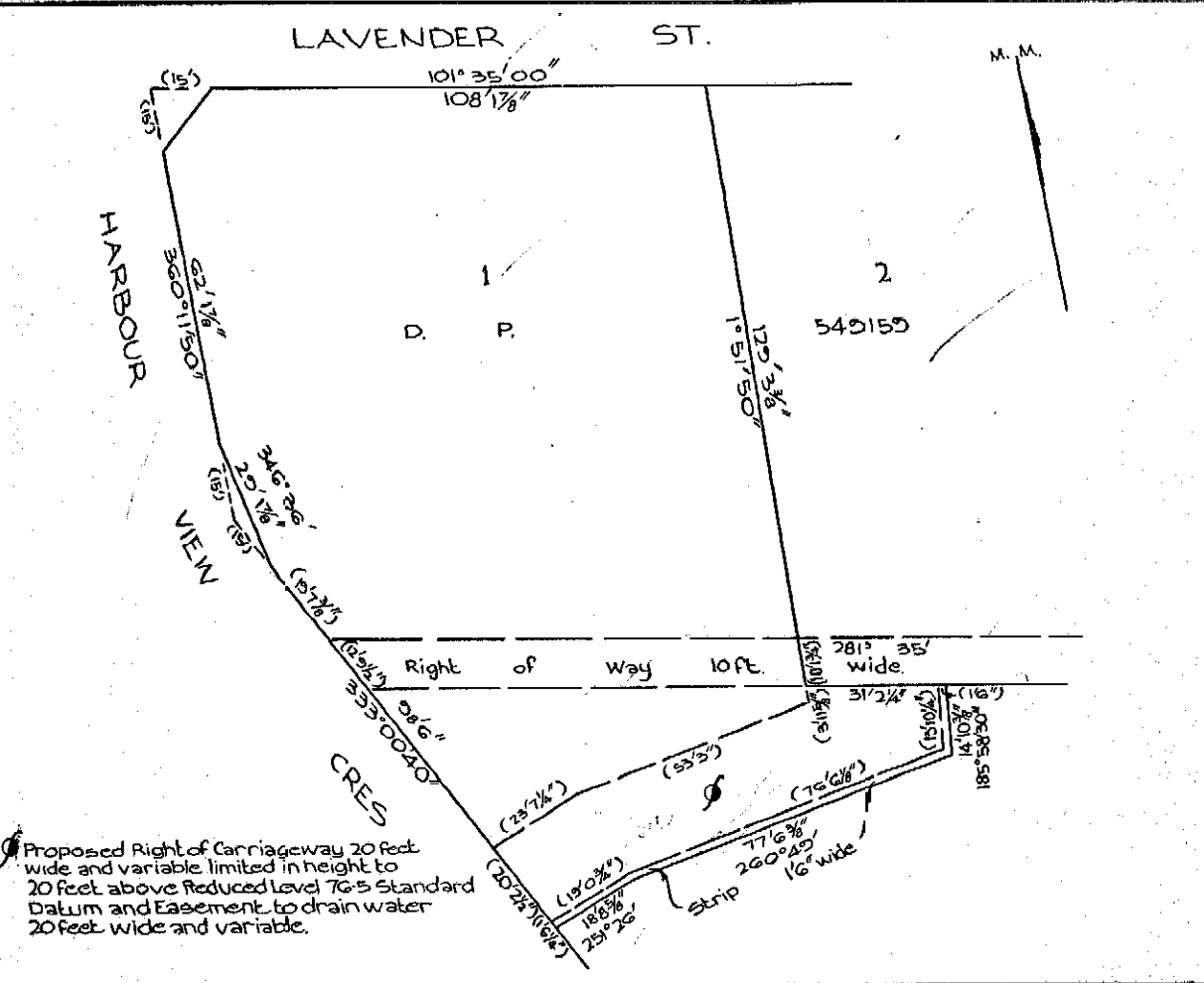
Plan Form 1

PLAN OF PROPOSED RIGHT OF CARRIAGEWAY 20 FEET WIDE AND VARIABLE LIMITED IN HEIGHT TO 20 FEET ABOVE REDUCED LEVEL 76.5 STANDARD DATUM AND EASEMENT TO DRAIN WATER 20 FEET WIDE AND VARIABLE.

Mun./Shire/City NORTH SYDNEY
 Town or Locality MILSON'S POINT
 Parish WILLOUGHBY
 County CUMBERLAND Scale 30 Feet to an Inch

Registered: _____
 C.A.: _____
 Title System: _____
 Purpose: _____
 Ref. Map: _____
 Last Plan: _____

OFFICE USE ONLY.



WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Proposed Right of Carriageway 20 feet wide and variable limited in height to 20 feet above Reduced Level 76.5 Standard Datum and Easement to drain water 20 feet wide and variable.

Signatures, Seals and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to create
 (1) Right of Carriageway 20 feet wide and variable limited in height to 20 feet above Reduced Level 76.5 Standard Datum
 (2) Easement to drain water 20 feet wide and variable

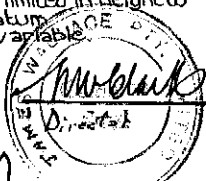
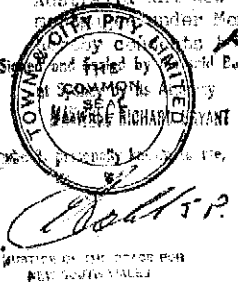
The Common Seal of James Wallace Pty. Limited was herewith affixed in the presence of:
 Secretary: *[Signature]*
 Director: *[Signature]*

The Common Seal of Town & City Pty. Limited was herewith affixed in the presence of:
 Secretary: *[Signature]*
 Director: *[Signature]*

Witnessed by:
 Registrar-General
 15/1/97

I, DONALD PERCYAL RICH
 of 24 HOMEBUSH RD, HOMEBUSH
 a surveyor registered under the Surveyors Act, 1929, as amended,
 hereby certify that the survey represented in this plan
 is accurate and has been made
 (1) by me (2) under my immediate supervision in accordance with
 the Survey Practice Regulations, 1922, and was completed on
 1st July 97
 Signature: *[Signature]*
 Surveyor Registered under Surveyors Act, 1929, as amended.
 Datum Line of Azimuth.
 *Strike out either (1) or (2). (Insert date of survey.)

Council Clerk's Certificate.
 I hereby certify that—
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
 (b) the requirements of section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1938, as amended),
 have been complied with by the applicant in relation to the proposed
 (insert "new road" or "subdivision")
 set out herein.
 Subdivision No. _____
 Date: _____
 (Signature) _____ Council Clerk.
 *This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
 (Delete if inapplicable.)



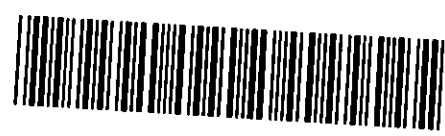
LODGE WITH DEALING

SURVEYOR'S REFERENCE 70-136

Licence: 01-10-074
Licence: Initio Pty Ltd
Firm Name:Coudert Brothers

TRANSFER GRANTING EASE

New South Wales
Real Property Act 1900



AB695358V

ational

PRIVACY NOTE: this information is legally required

(A) TORRENS TITLE

Servient Tenement (land burdened) Volume 11650 Folio 19 <i>GREG SHAWD</i>	Dominant Tenement (land benefited) 2/549159
---	--

(B) LODGED BY

Delivery Box 646W	Name, Address or DX and Telephone Coudert Brothers DX 119 Sydney <i>123473 Q</i> Reference (optional) MSP:385410	CODE TG
---------------------------------	---	-----------------------

RELODGED
28 OCT 2005
TIME: 10-40

(C) TRANSFEROR

MIRVAC PROJECTS PTY LIMITED (ABN 72 001 069 245)

(D)

The transferor acknowledges receipt of the consideration of \$
and transfers and grants

(E) DESCRIPTION OF EASEMENT

SEE ANNEXURE "A"
WHOLE - EASEMENT FOR CONSTRUCTION PURPOSES

out of servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

NORNICK PTY LIMITED (ABN 61 070 790 515) *over*

DATE *5 July 2005*

(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 authorized person(s) whose signature(s) appear(s) below.

Mirvac Projects Pty Limited
ABN 72 001 069 245
pursuant to S.127(1) of
the Corporations Act

Corporation: MIRVAC PROJECTS PTY LIMITED
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: **Michael Vincent O'Brien**
Office held: Director

Signature of authorised person: *[Signature]*
Name of authorised person: **MELANIE HEDGES**
Office held: Director SECRETARY

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 authorized person(s) whose signature(s) appear(s) below.

Corporation: NORNICK PTY LIMITED
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: **PAUL HARVEY**
Office held: Director

Signature of authorised person: *[Signature]*
Name of authorised person: **GREG SHAWD**
Office held: Director

CT646W

Annexure A to TRANSFER GRANTING EASEMENT

Parties:

NORNICK PTY LIMITED AND MIRVAC PROJECTS PTY LIMITED

Dated: 5 July 2005

Easement for Construction Purposes

1. Terms of Easement for Construction Purposes

1.1 In this easement:

Access Period means the period commencing on the Effective Date and terminating on the Completion Date.

Airspace means the airspace of the Lot Burdened.

Authorised User means any person authorised by the owner of the Lot Benefited.

Completion Date means the date being the later of:

(a) the earlier of the date of:

(i) the lapsing of the Development Consent; and

(ii) the issuing of the final Occupation Certificate for all of the development the subject of the Development Consent; and

(b) if the Future Consent is granted within 5 years after the date being 31 December 2014, the earlier of the date of:

(i) the lapsing of the Future Consent; and

(ii) the issuing of the final Occupation Certificate for all of the development the subject of the Future Consent.

Crane Jib means those parts of a tower crane known as the jib.

Development Consent means the development consent granted by North Sydney Council to Development Application No. 112/01 which operates from 19 March 2001 for the conversion of the existing 19 storey commercial building on the Benefited Lot to a mixed residential commercial/retail building.

Effective Date means 1 March 2005.

Future Consent means the first operative development consent (excluding Development Consent No. 112/01), if any, granted under Part 4 of the NSW Environmental Planning & Assessment Act 1979 after the Effective Date for development on the Lot Benefited the construction of which requires the use and installation of a tower crane on the Lot Benefited.

Governmental Agencies means any or all governmental or semi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal or agency.

Instrument means this section 88B Instrument.

Lot Benefited means the land having the benefit of this easement.



Lot Burdened means the land having the burden of this easement.

Machine Deck means those parts of the tower crane known as the machine deck slew and counter weights.

Occupation Certificate means a final occupation certificate issued under Part 4A of the NSW Environmental Planning and Assessment Act 1979.

Works means all works reasonably required by the owner of the Lot Benefited to develop the Lot Benefited.

The word "includes" in any form is not a word of limitation.

1.2 The owner of the Lot Benefited and any Authorised User may:

(a) use the Airspace for the Access Period for the purpose of:

- (1) slewing, suspending and swinging a Machine Deck for the purpose of carrying out the Works;
- (2) having a Machine Deck overhang the Airspace;
- (3) utilising the Airspace during erection and dismantling of a tower crane;
- (4) slewing, suspending and swinging a Crane Jib within the Airspace but only in exceptional or emergency situations; and
- (5) having a Crane Jib slew and overhang the Airspace at any time where the slewing and overhanging is caused by prevailing wind conditions.

1.3 The owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the proper exercise of rights to use the Airspace in accordance with this easement.

1.4 In exercising its powers under this easement, the owner of the Lot Benefited must:

- (a) obtain all relevant approvals from any Governmental Agencies; and
- (b) comply with the approvals and requirements of any Governmental Agencies and with the reasonable requirements of the owner of the Lot Burdened when carrying out works; and
- (c) ensure that the Machine Deck and Crane Jib are maintained in good repair and safe condition; and
- (d) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened.

1.5 If:

- (a) the owner of the Lot Benefited has failed to carry out an obligation imposed by this easement; and
- (b) the owner of the Lot Burdened has notified the owner of the Lot Benefited in writing of such failure; and
- (c) the owner of the Lot Benefited has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 1.5(b) (such time to be reasonable) and if no time is specified, within 40 business days,

the owner of the Lot Burdened may, acting reasonably, take all lawful steps necessary to ensure that the obligation is carried out and may recover any expense

reasonably incurred by the owner of the Lot Burdened from the owner of the Lot Benefited.

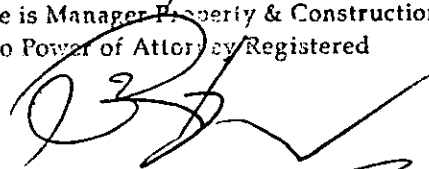
- 1.6 (a) On or before the Effective Date, the owner of the Lot Benefited must obtain insurance for public liability in respect of the Airspace for an amount of not less than \$20,000,000 for any single event and must keep and maintain the insurance whilst the rights of access under this easement are being exercised.
- (b) The insurance referred to in (a) shall note the interest of the owner of the Lot Burdened and the owner of the Lot Benefited shall supply a copy of an evidence of currency of that insurance on the request of the owner of the Lot Burdened.
- 1.7 The owner of the Lot Benefited will use the Airspace at its own risk.
- 1.8 Except to the extent that such injury, damage or loss is caused or contributed to by the negligent act or omission of the owner of the Lot Burdened, its employees, contractors, sub-contractors, agents or invitees, the owner of the Lot Benefited agrees to:
- (1) release the owner of the Lot Burdened from liability for any injury, damage or loss that the owner of the Lot Benefited or its employees, contractors, sub-contractors, agents or invitees suffer by reason of accessing the Airspace in accordance with this easement:
 - (2) make good or indemnify any damage to the Lot Burdened caused by its use of the Airspace; and
 - (3) indemnify the owner of the Lot Burdened for injury, damage or loss to any other person or property caused by any act, error or omission of the owner of the Lot Benefited or its employees, contractors, sub-contractors, agents or invitees as a result of the exercise of a right under the easement.
- 1.9 This easement will cease to benefit the Lot Benefited on the Completion Date and may be extinguished by the owner of the Lot Burdened at any time following the Completion Date.

Annexure A to TRANSFER GRANTING EASEMENT

Parties:

NORNICK PTY LIMITED AND MIRVAC PROJECTS PTY LIMITED

Dated: 5 July 2005

Dated at Sydney this 26th Day of July 2005
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney ANTHONY BRUCE ROBINSON
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of Tony Robins
~~(Signature)~~
 Svetlana Kuznetsova
(Print Name)
 Assistant Manager
(Title)



Form: 01TG
Licence: 03-11-060
Licensee: Blake Dawson Waldron

TRANSFER GRANTING EASEMEN



New South Wales
Real Property Act 1900

AB888671R

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises 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**

Servient Tenement (land burdened) Auto Consol 8377-19 and folio identifiers: 1 219672, 2 219672, 3 219672, 4 219672, 5 219672, 6 219672 or 3 901981	Dominant Tenement (land benefited) 2/549159
---	--

(B) **LODGED BY**

RELODGED
15 NOV 2005
(C) **TRANSFEROR**
TIME: 12:50

Delivery Box 238N	Name, Address or DX and Telephone Blake Dawson Waldron DX 355 Sydney Tel: 02 9258 6000 Reference (optional): RMH PMCT 02-1353-6397	CODE TG
----------------------	--	-------------------

Registered proprietor of the servient tenement
Kirribilli Ex Service Club Limited ACN 000 057 250

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants

(E) **DESCRIPTION OF EASEMENT**

Easement for construction purposes *over the whole of the Servient Tenements.*

out of the servient tenement and appurtenant to the dominant tenement. *off - L-530619
off L 2747461*

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

(G) **TRANSFeree**

Registered proprietor of the dominant tenement
Nornick Pty Limited ABN 61 09 790 515

DATE dd / mm / yyyy

(H) See annexure for execution.

Dated at Sydney this 3rd Day of November 2005
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney S Koroumy who certifies that he is Manager pursuant to Power of Attorney Registered No. 410 Book 4376

Signed in the presence of [Signature] (Signature)
Lana Kuznetsova (Print Name)
Assistant Manager (Title)

+
CONSENT OF MORTGAGEE'S
(2 PAGES)

549159

ANNEXURE A TO TRANSFER GRANTING EASEMENT

Parties:

Kirribilli Ex-Service Club Limited and Nomick Pty Limited

Dated:

Easement for Construction Purposes

Terms of Easement for Construction Purposes

1 In this easement:

Access Period means the period commencing on the Effective Date and terminating on the Completion Date.

Authorised User means any person authorised by the owner of the Lot Benefited.

Completion Date means the date being the later of:

- (a) the earlier of the date of:
 - (i) the lapsing of the Development Consent; and
 - (ii) the issuing of the final Occupation Certificate for all of the development the subject of the Development Consent; and
- (b) if the Future Consent is granted at any time before 1 January 2019, the earlier of the date of:
 - (i) the lapsing of the Future Consent; and
 - (ii) the issuing of the final Occupation Certificate for all of the development the subject of the Future Consent.

Crane Airspace means the whole of the airspace above RL 48 of the Lot Burdened.

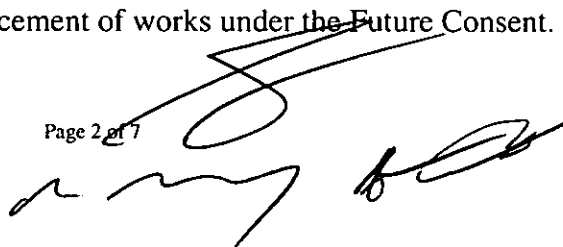
Crane Jib means those parts of a tower crane known as the jib.

Development Consent means the development consent granted by North Sydney Council to Development Application No. 112/01 which operates from 19 March 2001 for the conversion of the existing 19 storey commercial building on the Benefited Lot to a mixed residential commercial/retail building the construction of which requires the use and installation of a tower crane and Scaffolding Works on the Lot Benefited.

Easement Plan means the plan showing the location of the Scaffolding Airspace on the Lot Burdened, annexed and marked "B".

Effective Date means the earlier of:

- (a) the date of re-commencement of works under the Development Consent; and
- (b) the date of commencement of works under the Future Consent.



Future Consent means the first operative development consent (excluding Development Consent No. 112/01), if any, granted under Part 4 of the NSW Environmental Planning and Assessment Act 1979 after the Effective Date for development on the Lot Benefited the construction of which requires the use and installation of a tower crane and Scaffolding Works on the Lot Benefited.

Governmental Agencies means any or all governmental or semi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal or agency.

Lot Benefited means the land having the benefit of this easement.

Machine Deck means those parts of the tower crane known as the machine desk slew and counter weights.

Occupation Certificate means a final Occupation Certificate issued under Part 4A of the NSW Environmental Planning and Assessment Act 1979.

Works means all works reasonably required by the owner of the Lot Benefited to develop the Lot Benefited and as provided for in the Development Consent or the Future Consent (as applicable).

Scaffolding Airspace means the airspace of the Lot Burdened above RL 34.2 and RL 36.16 as shown on the Easement Plan.

Scaffolding Works means installing repairing and maintaining scaffolding and form work and other building or construction works and materials which may encroach on the Scaffolding Airspace.

The word "includes" in any form is not a word of limitation.

- 1.2 The owner of the Lot Benefited and any Authorised User may:
 - (a) use the Crane Airspace for the Access Period for the purpose of:
 - (1) slewing, suspending and swinging a Machine Deck for the purpose of carrying out the Works;
 - (2) having a Machine Deck overhang the Crane Airspace;
 - (3) utilising the Crane Airspace during erection and dismantling of a tower crane;
 - (4) slewing, suspending and swinging a Crane Jib within the Crane Airspace but only in exceptional or emergency situations; and
 - (5) having a Crane Jib slew and overhang the Crane Airspace at any time where the slewing and overhanging is caused by prevailing wind conditions; and
 - (b) encroach on the Scaffolding Airspace for the purposes of carrying out the Scaffolding Works.
- 1.3 The owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the proper exercise of rights to use the Crane Airspace and Scaffolding Airspace in accordance with this easement.
- 1.4 In exercising its rights under this easement, the owner of the Lot Benefited must:
 - (a) obtain all relevant approvals from any Governmental Agencies;



- (b) comply with the approvals and requirements of any Governmental Agencies and with the reasonable requirements of the owner of the Lot Burdened when carrying out works;
 - (c) ensure that the Machine Deck and Crane Jib are maintained in good repair and safe condition;
 - (d) not permit the Machine Deck or Crane Jib to become a hazard; and
 - (e) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened.
- 1.5 If:
- (a) the owner of the Lot Benefited has failed to carry out an obligation imposed by this easement;
 - (b) the owner of the Lot Burdened has notified the owner of the Lot Benefited in writing of such failure;
 - (c) the owner of the Lot Benefited has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 1.5(b) (such time to be reasonable) and if no time is specified, within 40 business days; and
 - (d) the owner of the Lot Burdened may, acting reasonably, take all lawful steps necessary to ensure that the obligation is carried out and may recover any expenses reasonably incurred by the owner of the Lot Burdened from the owner of the Lot Benefited.
- 1.6 (a) On or before the Effective Date, the owner of the Lot Benefited must obtain insurance for public liability in respect of the Crane Airspace and Scaffolding Airspace for an amount of not less than \$20,000,000 for any single event and must keep and maintain the insurance whilst the rights of access under this easement are being exercised.
- (b) The insurance referred to in (a) shall note the interest of the owner of the Lot Burdened from time to time and the owner of the Lot Benefited shall supply a certificate of currency of that insurance on the request of the owner of the Lot Burdened.
- 1.7 The owner of the Lot Benefited will use the Crane Airspace and Scaffolding Airspace at its own risk.
- 1.8 Except to the extent that such injury, damage or loss is caused or contributed to by the negligent act or omission of the owner of the Lot Burdened, its employees, contractors, sub-contractors, agents or invitees, the owner of the Lot Benefited:
- (1) releases the owner of the Lot Burdened and its employees, contractors, sub-contractors, agents or invitees from all liability and all claims and demands of every kind for any injury, death, damage or loss that the owner of the Lot Benefited or its employees, contractors, sub-contractors, agents or invitees (or any of their property) suffer by reason of the access to the Crane Airspace and Scaffolding Airspace as provided for in this easement;
 - (2) must make good any damage to the Lot Burdened caused by its use of the Crane Airspace and Scaffolding; and

4/7

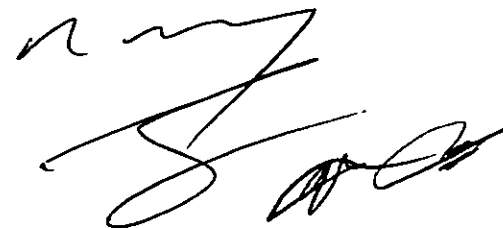
A large, stylized handwritten signature in black ink, appearing to be 'R. J. ...' followed by a flourish.

- (3) indemnifies the owner of the Lot Burdened and its employees, contractors, sub-contractors, agents or invitees from all liability and all claims and demands of every kind for any injury, death, damage or loss that the owner of the Lot Benefited or its employees, contractors, sub-contractors, agents or invitees (or any of their property) suffer by reason of the access to the Crane Airspace and Scaffolding Airspace as provided for in this easement.

1.9 Notwithstanding any other provision of this easement, this easement will cease to benefit the Lot Benefited on the earlier of the:

- (a) Completion Date; and
- (b) 31 December 2020,

and may otherwise be extinguished by the owner of the Lot Burdened after this easement has ceased to benefit the Lot Benefited or with the consent of the owner of the Lot Burdened and the consent of the owner of the Lot Benefited.

A handwritten signature in black ink, appearing to be a stylized name, possibly 'J. Smith' or similar, written in a cursive style.

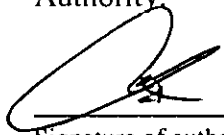


Executed.

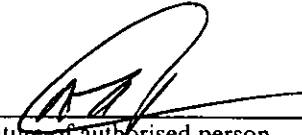
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Kirribilli Ex-Service Club Limited ACN 000 057 250

Authority: Section 127 of the Corporations Act



Signature of authorised person




Signature of authorised person



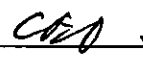
Name of authorised person



Name of authorised person

Director 

Office held

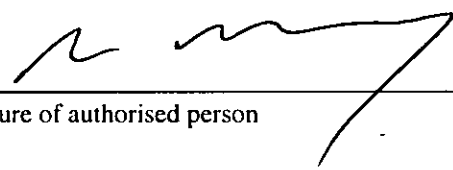
~~Director/ Secretary~~ 

Office held

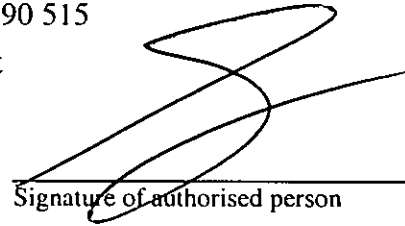
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Nornick Pty Limited ABN 61 090 790 515

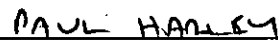
Authority: Section 127 of the Corporations Act



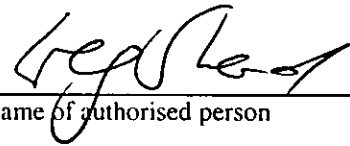
Signature of authorised person



Signature of authorised person



Name of authorised person



Name of authorised person


Director

Office held

~~Director/ Secretary~~

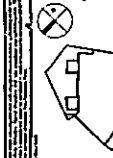
Office held

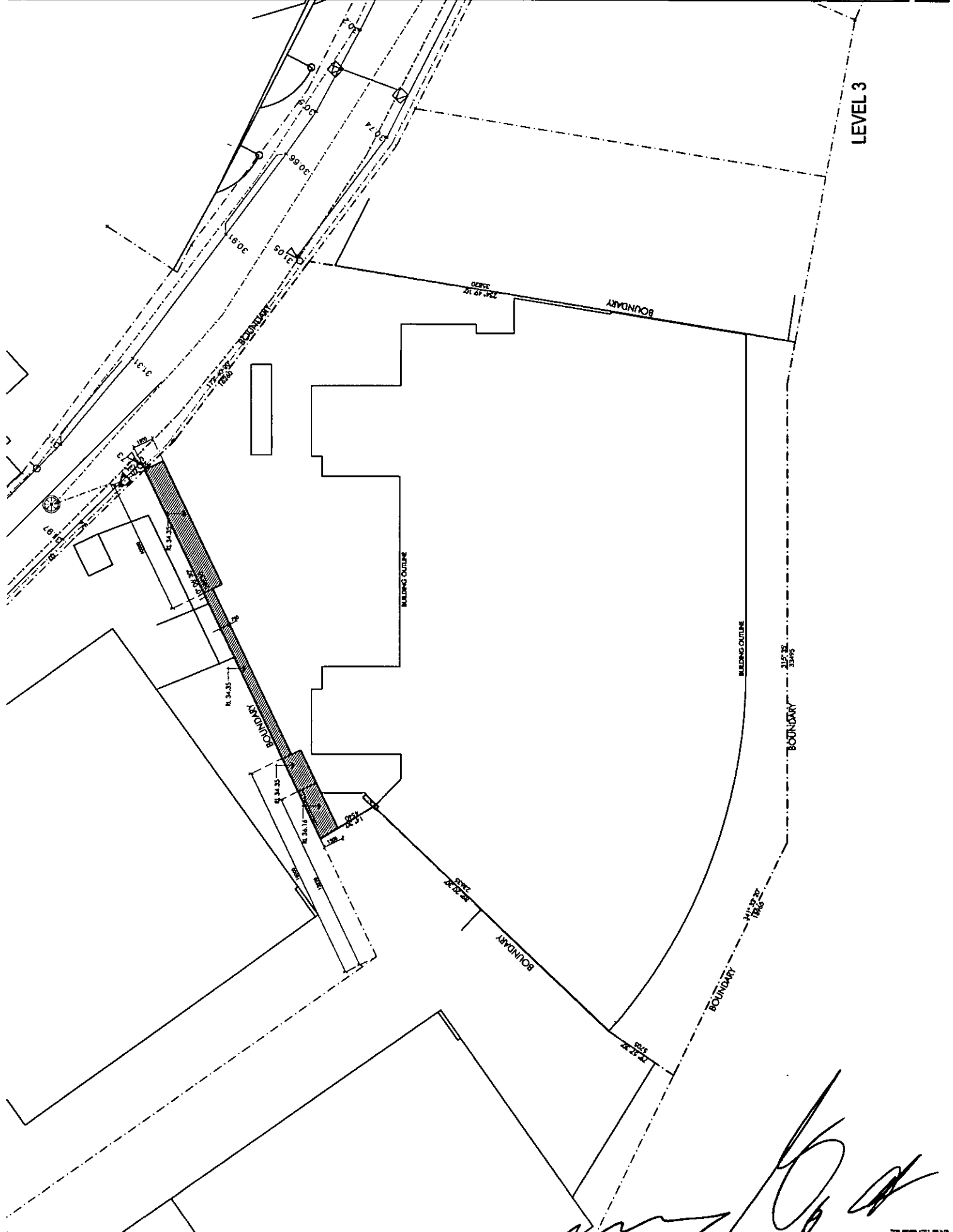
Dated at Sydney this 3rd Day of November 2005
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney S. Koramyan
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of 
(Signature)

Lana Kuznetsova
(Print Name)

Assistant Manager
(Title)

	THAKRAL Level 1/2, Thakral House 107/107A/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000	25539_105	2
	EASEMENT FOR PROPERTY BOUNDARY		



7/7

Kirribilli Venture Co Pty Limited

ACN 106 580 543

Level 12, Thakral House
301 George Street
Sydney NSW 2000
Australia

p:+61 2 9272 8888

f: +61 2 9272 8771



2 November 2005

Department of Lands
Level 3
1 Prince Albert Rd
Queens Square
Sydney NSW 2000

LETTER OF CONSENT TO EASEMENT

Dear Sir

EASEMENT GRANTED BY KIRIBILLI EX-SERVICE CLUB LIMITED IN FAVOUR OF NORNICK PTY LIMITED

LOTS BURDENED: FOLIO IDENTIFIERS 1/219672, 2/219672, 3/219672, 4/219672, 5/219672, 6/219672 AND 3/901981 AND AUTO CONSOL 8377-19

LOT BENEFITED: FOLIO IDENTIFIER 2/549159

Kirribilli Venture Co Pty Limited, being the mortgagee under registered mortgage AB831309 over the Lots Burdened, consents to the registration of the Easement and any other documents required to be registered for the purpose of effecting the registration of the above items.

Yours sincerely

Yours faithfully,
Kirribilli Venture Co. Pty Limited.


John Hudson
Director

61298607044



Corporate Banking
Level 4/20 Smith Street Parramatta, NSW
2150
Phone 02 9860 7048
Fax 02 9860 7044

02 November 2005

LETTER OF CONSENT TO EASEMENT

Department of Lands
Level 3
1 Prince Albert Rd
Queens Square
Sydney NSW 2000

Dear Sir,

**EASEMENT GRANTED BY KIRIBILLI EX-SERVICE CLUB LIMITED IN FAVOUR OF NORNICK
PTY LIMITED**
LOTS BURDENED: FOLIO IDENTIFIERS 1/219672, 2/219672, 3/219672, 4/219672,
5/219672, 6/219672 AND 3/901981 AND AUTO CONSOL 8377-19
LOT BENEFITED: FOLIO IDENTIFIER 2/549159

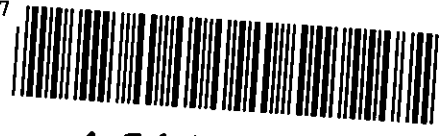
Australia and New Zealand Banking Group Limited, being the mortgagee under registered mortgage
AB831310 over the Lots Burdened consents to the registration of the Easement and any other
documents required to be registered for the purpose of effecting the registration of the above
items.

Yours sincerely

Mark Phipson
Senior Manager
ANZ Corporate Banking

Received Time 2. Nov. 2005 13:57 No. 9558

MORTGAGEE'S CONSENT



ional

Form: 011R
Licence: 03-11-071
Licensee: Blake Dawson Waldron

REQUEST

New South Wales
Real Property Act 1900

AC692641S

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
1/1101214

(C) **REGISTERED DEALING**

Number AB888671	Torrens Title
--------------------	---------------

(D) **LODGED BY**

Delivery Box 238N	Name, Address or DX and Telephone Blake Dawson Waldron <i>123155F</i> DX 355 Sydney Tel: 02 9258 6000 Reference (optional): KND 1353 6397	CODE
----------------------	---	------

(E) **APPLICANT** Kirribilli Ex Service Club Limited ACN 000 057 250

(F) **NATURE OF REQUEST** Variation of easement registered number AB888671 in accordance with section 47(5A) of the Real Property Act 1900.

(G) **TEXT OF REQUEST** See Annexure A

DATE 23 / 10 / 06
dd mm yyyy

(H) **REFER TO ANNEXURE A FOR EXECUTION CLAUSES**

Dominant Tenement is 2/599 159 20012 15/10/06
RP: Norrick Pty Ltd

Annexure A to the Request to vary easement registered number AB888671 in accordance with section 47(5A) of the Real Property Act 1900.

1. In the definition of Completion Date in subparagraph (b) the date "1 January 2019" is replaced with the following new date:

31 December 2020.

2. In the definition of Future Consent the words "Effective Date" are deleted and replaced with the following:

date of the Development Consent.

3. Clause 1.9 is replaced with the following:

Notwithstanding any other provision of this easement, this easement will cease to benefit the Lot Benefited on the Completion Date. This easement may be extinguished:

(a) after the Completion Date; or

(b) earlier with the consent of the owner of the Lot Burdened and the consent of the owner of the Lot Benefited.

Certified correct for the purposes of the Real Property Act for and on behalf of Kirribilli Ex-Service Club Limited as the owner of the Lot Burdened, by the authorised persons whose signatures appear below pursuant to section 127 of the Corporations Act.



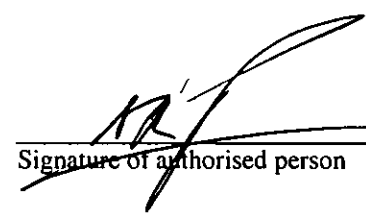
Signature of authorised person

JAMES ROBERT PETERS

Name of authorised person

Director *DIRECTOR*

Office held



Signature of authorised person

ANTHONY R. FOFFO

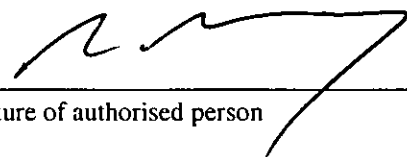
Name of authorised person

Director/ Secretary *SECRETARY.*

Office held



Certified correct for the purposes of the Real Property Act for and on behalf of Normick Pty Limited as the owner of the Lot Benefited by the authorised persons whose signatures appear below pursuant to section 127 of the Corporations Act.



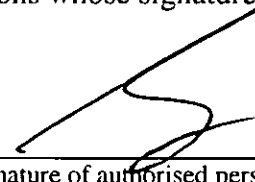
Signature of authorised person

PAUL HARLEY

Name of authorised person

Director

Office held



Signature of authorised person

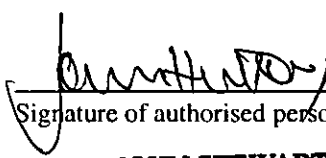
CRAG STAND

Name of authorised person

Director/ Secretary

Office held

Certified correct for the purposes of the Real Property Act for and on behalf of Kirribilli Venture Co Pty Limited ACN 106 560 543 as mortgagee by the authorised persons whose signatures appear below pursuant to section 127 of the Corporations Act.



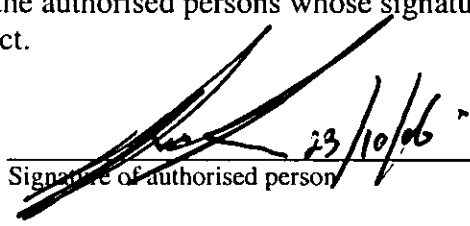
Signature of authorised person

JOHN STEWART HUDSON

Name of authorised person

Director

Office held



Signature of authorised person

ANDREW CRAWFORD HORNE

Name of authorised person

Director/ Secretary

Office held



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



Signature of witness


ANTHONY WOODS

Name of witness

77 Cesslevagh St

Address of witness
Sydney 2000

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



Signature of attorney(s)

Paul Anthony Armstrong

Attorneys name(s)

Australia and New Zealand Banking Group
Limited

Signing on behalf of

Power of attorney - Book 4320
- No 80



Form: OITG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AC330430E

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Servient Tenement Volume 11650 Folio 19	Dominant Tenement 2/549159
	205	

(B) LODGED BY	Delivery Box 42G	Name, Address or DX and Telephone Sparke Helmore Lawyers DX 282 Sydney Our Ref: DWW:BAR443 (#17719021) Reference: 449 BBF	CODE TG
	12300 93		

(C) **TRANSFEROR**
Mirvac Projects Pty Limited ABN 72 001 069 245

(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**
Nornick Pty Limited ABN 61 070 790 515

DATE **23 May 2006**

(H) 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.

Mirvac Projects Pty Limited
ABN 72 001 069 245
pursuant to S.127(1) of
the Corporations Act

Corporation: Mirvac Projects Pty Limited ABN 72 001 069 245
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: **Michael Vincent O'Brien**
Office held: **Director**

Signature of authorised person:

Name of authorised person: **Michael Gwyn Arnold Smith**
Office held: **SECRETARY**

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: Nornick Pty Limited ABN 61 070 790 515
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: **Paul Hanlon**
Office held: **Director**

Signature of authorised person:

Name of authorised person: **Paul Hanlon**
Office held: **Director**

O.T PRODUCED 6985

PLAN FEE ISSUED

Annexure A to TRANSFER GRANTING EASEMENT

Premises:

NORNICK PTY LIMITED AND MIRVAC PROJECTS PTY LIMITED

Dated: 23 May 2006

Easement for Construction Purposes

1 Terms of Easement for Construction Purposes

1.1 In this easement:

Access Period means the period:

- (a) commencing on the Effective Date and terminating on the Completion Date; and
- (b) whilst the Works are being carried out on the Lot Benefited.

Authorised User means any person authorised by the owner of the Lot Benefited.

Completion Date means the date being the later of:

- (a) the earlier of the date of:
 - (i) the lapsing of the Development Consent; and
 - (ii) the issuing of the final Occupation Certificate for all of the development the subject of the Development Consent; and
- (b) if the Future Consent is granted prior to 31 December 2020, the earlier of the date of:
 - (i) the lapsing of the Future Consent; and
 - (ii) the issuing of the final Occupation Certificate for all of the development the subject of the Future Consent.

Development Consent means the development consent granted by North Sydney Council to Development Application No. 112/01 which operates from 19 March 2001 for the conversion of the existing 19 storey commercial building on the Benefited Lot to a mixed residential commercial/retail building.

Easement Plan means the plan showing the location of the Scaffolding Area on the Lot burdened, annexed and marked "B".

Effective Date means 1 March 2006.

Future Consent means the first operative development consent (excluding Development Consent No. 112/01), if any, granted under Part 4 of the *NSW Environmental Planning & Assessment Act 1979* after the Effective Date for development on the Lot Benefited the construction of which requires the use and installation of scaffolding on the Lot Benefited.

Governmental Agencies means any of all governmental or semi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal or agency.

Instrument means this section 88B Instrument.

Lot Benefited means the land having the benefit of this easement.

Lot Burdened means the land having the burden of this easement.

Occupation Certificate means a final occupation certificate issued under Part 4A of the *NSW Environmental Planning and Assessment Act 1979*.

Scaffolding Works means installing, repairing and maintaining scaffolding and formwork and other building or construction works and materials including storage of construction materials which may encroach and remain on the Scaffolding Area.

Scaffolding Area means the Scaffolding Area of the Lot Burdened as shown on the Easement Plan.

Works means all works reasonably required by the owner of the Lot Benefited to develop the Lot Benefited.

The word "includes" in any form is not a word of limitation.

- 1.2 The owner of the Lot Benefited and any Authorised User may use the Scaffolding Area, within the Access Period for the purpose of encroaching and remaining on the Scaffolding Area for the purposes of carrying out Scaffolding Works and storage of construction materials.
- 1.3 The owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the proper exercise of rights to use the Scaffolding Area in accordance with this easement.
- 1.4 In exercising its powers under this easement, the owner of the Lot Benefited must:
 - (a) obtain all relevant approvals from any Governmental Agencies; and
 - (b) comply with the approvals and requirements of any Governmental Agencies and with the reasonable requirements of the owner of the Lot Burdened when carrying out works;

- (c) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
- (d) keep the Scaffolding Area presentable and free from rubbish and building debris at all times.

If:

- (e) the owner of the Lot Benefited has failed to carry out an obligation imposed by this easement; and
- (f) the owner of the Lot Burdened has notified the owner of the Lot Benefited in writing of such failure; and
- (g) the owner of the Lot Benefited has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 1.4(f) (such time to be reasonable) and if no time is specified, within 40 business days,

the owner of the Lot Burdened may, acting reasonably, take all lawful steps necessary to ensure that the obligation is carried out and may recover any expense reasonably incurred by the owner of the Lot Burdened from the owner of the Lot Benefited.

1.5

- (a) On or before the Effective Date, the owner of the Lot Benefited must obtain insurance for public liability in respect of the Scaffolding Area for an amount of not less than \$20,000,000 for any single event and must keep and maintain the insurance whilst the rights of access under this easement are being exercised.
- (b) The insurance referred to in (a) shall note the interest of the owner of the Lot Burdened and the owner of the Lot Benefited shall supply a copy of an evidence of currency of that insurance on the request of the owner of the Lot Burdened.

1.6 The owner of the Lot Benefited will use the Scaffolding Area at its own risk.

1.7 Except to the extent that such injury, damage or loss is caused or contributed to by the negligent act or omission of the owner of the Lot Burdened, its employees, contractors, sub-contractors, agents or invitees, the owner of the Lot Benefited agrees to:

- (1) release the owner of the Lot Burdened from liability for any injury, damage or loss that the owner of the Lot Benefited or its employees, contractors, sub-contractors, agents or invitees suffer by reason of accessing the Scaffolding Area in accordance with this easement;
- (2) make good or indemnify any damage to the Lot Burdened caused by its use of the Scaffolding Area; and

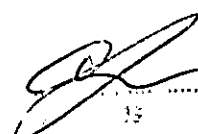
(3) indemnify the owner of the Lot Burdened for injury, damage or loss to any other person or property caused by any act, error or omission of the owner of the Lot Benefited or its employees, contractors, sub-contractors, agents or invitees as a result of the exercise of a right under the easement.

1.8 This easement will cease to benefit the Lot Benefited on the Completion Date and may be extinguished by the owner of the Lot Burdened at any time following the Completion Date.

Signed for and on behalf of the
Australia and New Zealand Banking Group Limited

by the said Bank at
by its Attorney
STEPHEN KOROWAY
personally known to me
Place Sydney
OFFICER

AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED A.B.N. 11 005 357 522 by its Attorney and I, the said
Attorney state that I have not received any notice of
the revocation of the Power of Attorney registered in the
Land Titles Office Sydney NSW as No. 410 Book 4376
under which this document is executed.

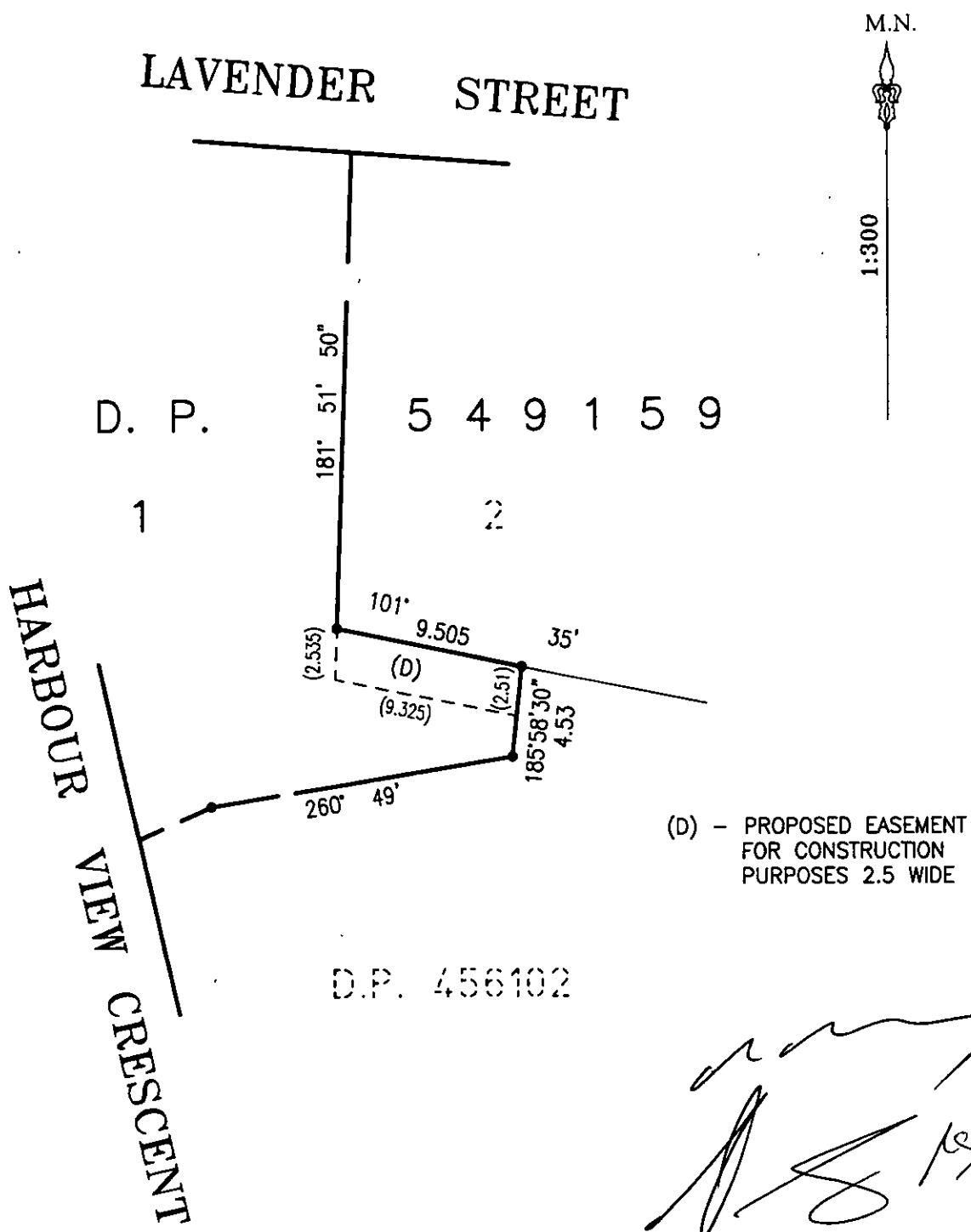


13

S. Harcourt 7/10/06
MANAGER FOR THE TIME BEING OF AUSTRALIA AND
NEW ZEALAND BANKING GROUP LIMITED.



"B"
SKETCH PLAN OF PROPOSED EASEMENT FOR
CONSTRUCTION PURPOSES 2.5 WIDE WITHIN
LOT 1 D.P.549159



DENNY LINKER & CO.
17 RANDLE STREET
SURRY HILLS NSW 2010
TELEPHONE: (02) 9212 4655
FACSIMILE: (02) 9212 5254
X:\00JOBS\000523-EASE.dwg

SIGNATURES, AND SEALS ONLY

NOTE 1 - ADJOINING LANDS TO BE CONSOLIDATED INTO LOT 1
 PLAN OF CONSOLIDATION OF LOTS 1 TO 6, D.P. 219672,
 LOT 3 D.P. 901981 & LOTS 21 & 22 D.P. 456102 BY
 KARL ROBERTSON, SURVEYOR, DATED 04/10/2005.
 NOW DP 1101214

ARTHUR STREET
 ADOTTED

(3.63)
 (D.P. 253531)
 3.66

KERB 12.795

LAVENDER STREET
 (ALIGNED 3.66-12.8-3.66)

KERB 110'
 RM DH&W IN KB 16102-4-49
 (3.645)

RM S&A SURVEY MARK 1393530-15.94

RM DH&W IN CONC 18.945

RM DH&W IN CONC 18.945

RM DH&W IN CONC 18.945

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

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RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

RM DH&W IN KB 16102-5-385

SURVEYING REGULATION, 2001: CLAUSE 32(2)				
MGA CO-ORDINATES				
MARK	EAST	NORTH	ZONE	CLASS ORDER
PM 35743	334 192.839	6 253 805.711	56	B 2
SSM 50198	334 487.992	6 253 610.778	56	B U
SSM 50199	334 459.277	6 253 792.833	56	B U

SOURCE: MGA COORDINATES ADAPTED FROM SKINS DATED 09 JUNE 2006
 COMBINED SCALE FACTOR 0.999933

(A) - RIGHT OF CARRIAGEWAY 6.095 WIDE & VARIABLE (LIMITED IN STRATUM TO LEVEL PLANE AT R.L.29.36) (M443589) & EASEMENT FOR DRAINAGE OF WATER 6.095 WIDE & VARIABLE (M443589)

(B) - EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE

(C) - FUTURE EASEMENT FOR SUBSTATION PURPOSES BY OTHERS

AB695358 - EASEMENT FOR CONSTRUCTION PURPOSES (AFFECTS WHOLE OF LOT)

RM DH&W IN KB 16102-5-385
 (D.P. 550695)
 IP TO BOY
 (D.P. 1051383)

RM DH&W IN KB 16102-5-385
 (D.P. 550695)
 IP TO BOY
 (D.P. 1051383)

RM DH&W IN KB 16102-5-385
 (D.P. 550695)
 IP TO BOY
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 (D.P. 550695)
 IP TO BOY
 (D.P. 1051383)

RM DH&W IN KB 16102-5-385
 (D.P. 550695)
 IP TO BOY
 (D.P. 1051383)

RM DH&W IN KB 16102-5-385
 (D.P. 550695)
 IP TO BOY
 (D.P. 1051383)

RM DH&W IN KB 16102-5-385
 (D.P. 550695)
 IP TO BOY
 (D.P. 1051383)

Mitras Projects Pty Limited
 ABN 72 001 069 245
 pursuant to S.127(1) of
 the Corporations Act 2001

GREGORY J. MARAMOR
 Director

Brett Davidson
 Director

Department of Land and Water Conservation Approval

I, in approving this plan certify (authorised officers) that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate
 I certify that the provisions of s.109j of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed 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:

Note:
 When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
 * Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 011033 P.O.S.

Department of Land and Water Conservation Approval

I, in approving this plan certify (authorised officers) that all necessary approvals in regard to the allocation of the land shown herein have been given.

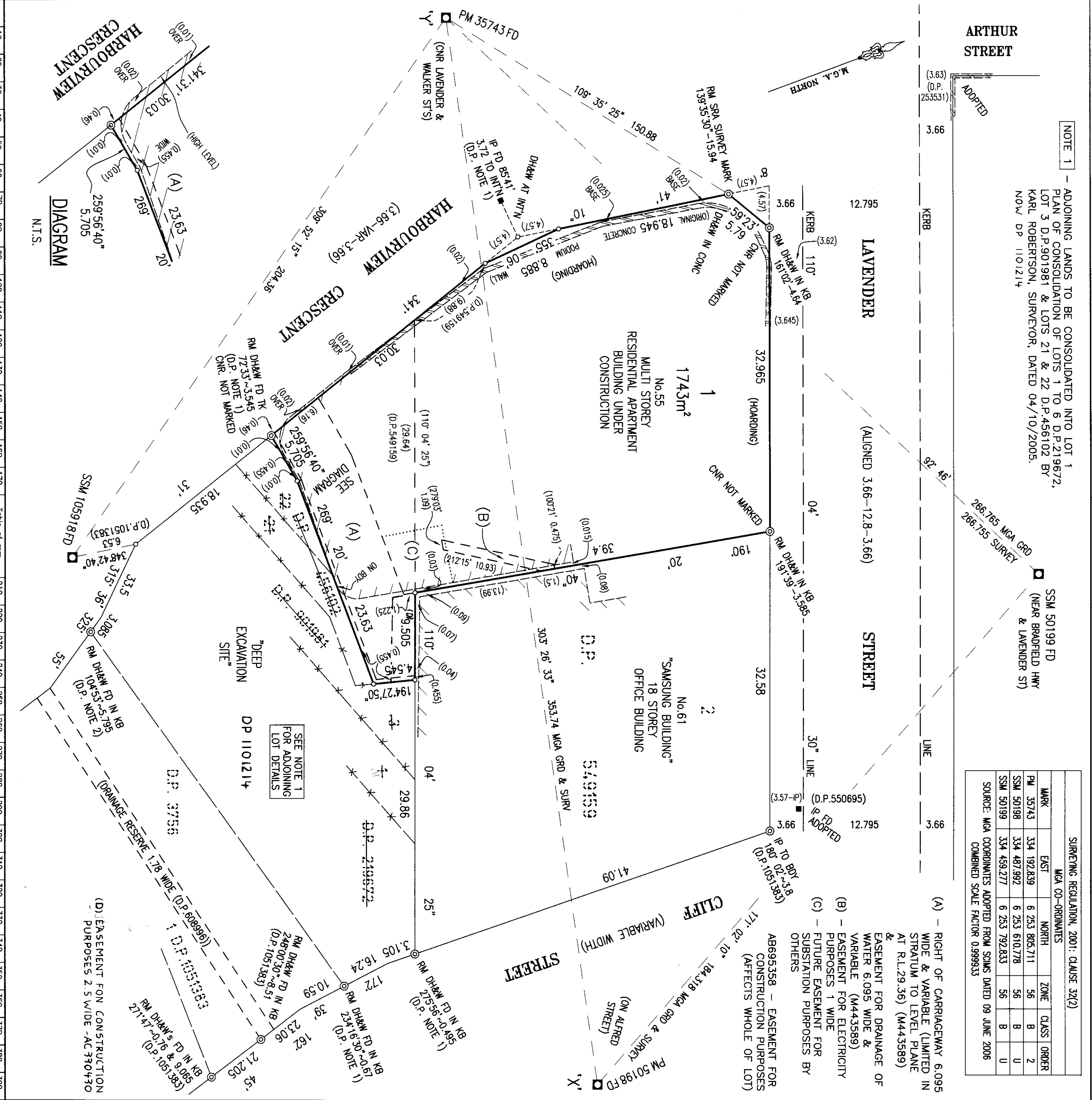
Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate
 I certify that the provisions of s.109j of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed 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:

Note:
 When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
 * Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 011033 P.O.S.



DP1100964

Registered: 16-8-2006

C.A.:

Title System: **TORRENS**

Purpose: **REDEFINITION**

Ref: Mop: **U1052-732**

Last Plan: **DP 549159**

PLAN OF SURVEY OF LOT 1 IN
 D.P. 549159

Lengths are in metres: Reduction Ratio 1:300

LGA: **NORTH SYDNEY**

Locality: **MILSONS POINT**

Parish: **WILLOUGHBY**

County: **CUMBERLAND**

This is sheet 1 of my plan in sheets (delete if inapplicable).

SURVEYING REGULATION, 2001

TAST MORRIS
 17 RANDIE ST, SURRY HILLS 2010

I, TAST MORRIS, 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, 2001 and was completed on 15/06/2006.
 The survey relates to: LOT 1 D.P. 549159.

(Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *Tast Morris* Dated: 29/06/2006
 Surveyor registered under the Surveying Act, 2002
 Diction Line: 'X' - 'Y'
 Type: Urban / Rural

Plans used in preparation of survey/assessment:
 D.P. 219672 D.P. 253531
 D.P. 456102 D.P. 549159
 D.P. 550695 D.P. 901981
 D.P. 1051383

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

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

1. EASEMENT FOR ELECTRICITY PURPOSES 1.0 WIDE

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 1 sheets)

Plan: **DP1100964**

Plan of Survey of Lot 1 in DP549159

Full name and address of the owner of the land:

Mirvac Projects Pty Limited
 ACN 72 001 069 245
 Level 5
 40 Miller Street
 North Sydney NSW 2060

Part 1 (Creation)

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 Electricity Purposes 1.0 wide	DP549159 1/1100964	2 DP549159

Part 2 (Terms)

- Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

An Easement for Electricity Purposes in the terms set out in Part 9 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Executed by **Mirvac Projects Pty Limited** by authority of the directors under s127 of the Corporations Act by:

Mirvac Projects Pty Limited
 ABN 72 001 069 245
 pursuant to S.127(1) of
 the Corporations Act

.....
 Authorised person

.....
 Authorised person

.....
 Capacity

.....
 Capacity

Brett Draffen

GREGORY J PARAMOR

.....
 Name of authorised person

.....
 Name of authorised person



4014663v2 55 Lavender St



From: 01TG
Release: 1.2
www.lpi.nsw.gov.au

RELODGED
12-10-06
20 NOV 2006

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900

AC745805W

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

Servient Tenement Lot 3 DP550695 <i>prod 124E</i>	Dominant Tenement Lot 2 DP549159
--	-------------------------------------

(B) **LODGED BY**

Delivery Box 42G	Name, Address or DX and Telephone Sparke Helmore Lawyers DX 282 Sydney Our Ref: BBF (#17725787) Reference: <u>1239 BBF</u>	CODE TG
----------------------------	--	-------------------

(C) **TRANSFEROR**

118 Alfred Street Pty Ltd ACN 096 567 289

(D) The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants

(E) **DESCRIPTION OF EASEMENT**

See Annexure A
Affecting whole of servient tenement
out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

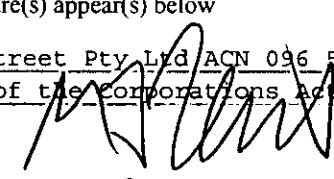
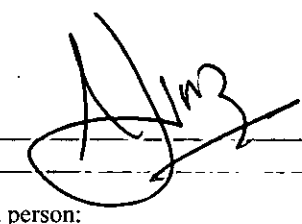
(G) **TRANSFeree**

Nornick Pty Limited ACN 090 790 515

DATE 2 November 2006

(H) 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.


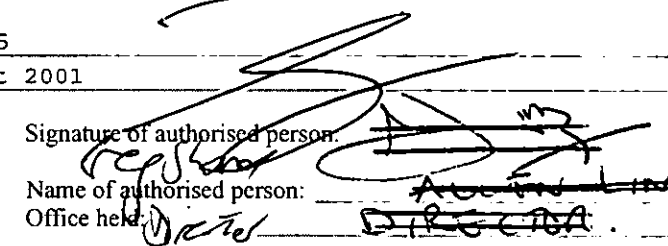
Corporation: 118 Alfred Street Pty Ltd ACN 096 567 289
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:  Signature of authorised person: 

Name of authorised person: MICHAEL REID Office held: DIRECTOR
Name of authorised person: ALLEN LINZ Office held: DIRECTOR

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: Nornick Pty Limited ACN 090 790 515
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:  Signature of authorised person: 

Name of authorised person: PAUL HARLEY Office held: DIRECTOR
Name of authorised person: ALLEN LINZ Office held: DIRECTOR

Annexure A to TRANSFER GRANTING EASEMENT

Parties:

118 ALFRED STREET PTY LIMITED AND NORNICK PTY LIMITED

Dated: 2 November 2006

Easement for Construction Purposes

1 Terms of Easement for Construction Purposes

1.1 In this easement:

Access Period means the period commencing on the Effective Date and terminating on the Completion Date.

Airspace means the airspace of the Lot Burdened.

Authorised User means any person authorised by the owner of the Lot Benefited.

Completion Date means the date of the issuing of the final Occupation Certificate for all of the Redevelopment Works on the Lot Benefited.

Crane Jib means those parts of a crane known as the jib.

Effective Date means 1 September 2006.

Governmental Agencies means any or all governmental or semi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal or agency.

Instrument means this section 88B Instrument.

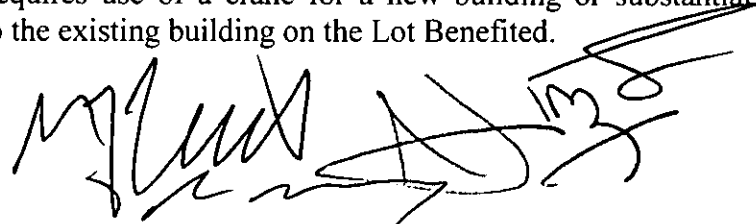
Lot Benefited means the land having the benefit of this easement.

Lot Burdened means the land having the burden of this easement.

Machine Deck means those parts of the crane known as the machine deck slew and counter weights.

Occupation Certificate means a final occupation certificate issued under Part 4A of the NSW Environmental Planning and Assessment Act 1979.

Redevelopment Works means one construction project only which requires a development consent from the relevant consent authority and which requires use of a crane for a new building or substantial alternation to the existing building on the Lot Benefited.

A large, stylized handwritten signature in black ink, appearing to be a cursive name, located at the bottom right of the page.

The word "includes" in any form is not a word of limitation.

- 1.2 The owner of the Lot Benefited and any Authorised User may:
 - (a) use the Airspace for the Access Period for the purpose of:
 - (1) slewing, suspending and swinging a Machine Deck for the purpose of carrying out the Redevelopment Works;
 - (2) having a Machine Deck overhang the Airspace;
 - (3) utilising the Airspace during erection and dismantling of a crane;
 - (4) slewing, suspending and swinging a Crane Jib within the Airspace but only in exceptional or emergency situations; and
 - (5) having a Crane Jib slew and overhang the Airspace at any time where the slewing and overhanging is caused by prevailing wind conditions.
- 1.3 The owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the proper exercise of rights to use the Airspace in accordance with this easement.
- 1.4 In exercising its powers under this easement, the owner of the Lot Benefited must:
 - (a) obtain all relevant approvals from any Governmental Agencies; and
 - (b) comply with the approvals and requirements of any Governmental Agencies and with the reasonable requirements of the owner of the Lot Burdened when carrying out the Redevelopment Works; and
 - (c) ensure that the Machine Deck and Crane Jib are maintained in good repair and safe condition; and
 - (d) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened.
- 1.5 If:
 - (a) the owner of the Lot Benefited has failed to carry out an obligation imposed by this easement; and
 - (b) the owner of the Lot Burdened has notified the owner of the Lot Benefited in writing of such failure; and

- (c) the owner of the Lot Benefited has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 1.5(b) (such time to be reasonable) and if no time is specified, within 40 business days, the owner of the Lot Burdened may, acting reasonably, take all lawful steps necessary to ensure that the obligation is carried out and may recover any expense reasonably incurred by the owner of the Lot Burdened from the owner of the Lot Benefited.

1.6

- (a) One month prior to erection of the crane for the Redevelopment Works, the owner of the Lot Benefited must obtain insurance for public liability from a reputable industry recognised insurer on industry accepted terms in respect of the Airspace for an amount of not less than \$20,000,000 or such other amount as is considered an industry accepted level as at the date of commencement of the Redevelopment Works for any single event and must keep and maintain the insurance whilst the rights of access under this easement, are being exercised.
- (b) The insurance referred to in (a) shall note the interest of the owner and any mortgagee of the Lot Burdened and the owner of the Lot Benefited shall supply a copy of an evidence of currency of that insurance on the request of the owner of the Lot Burdened.

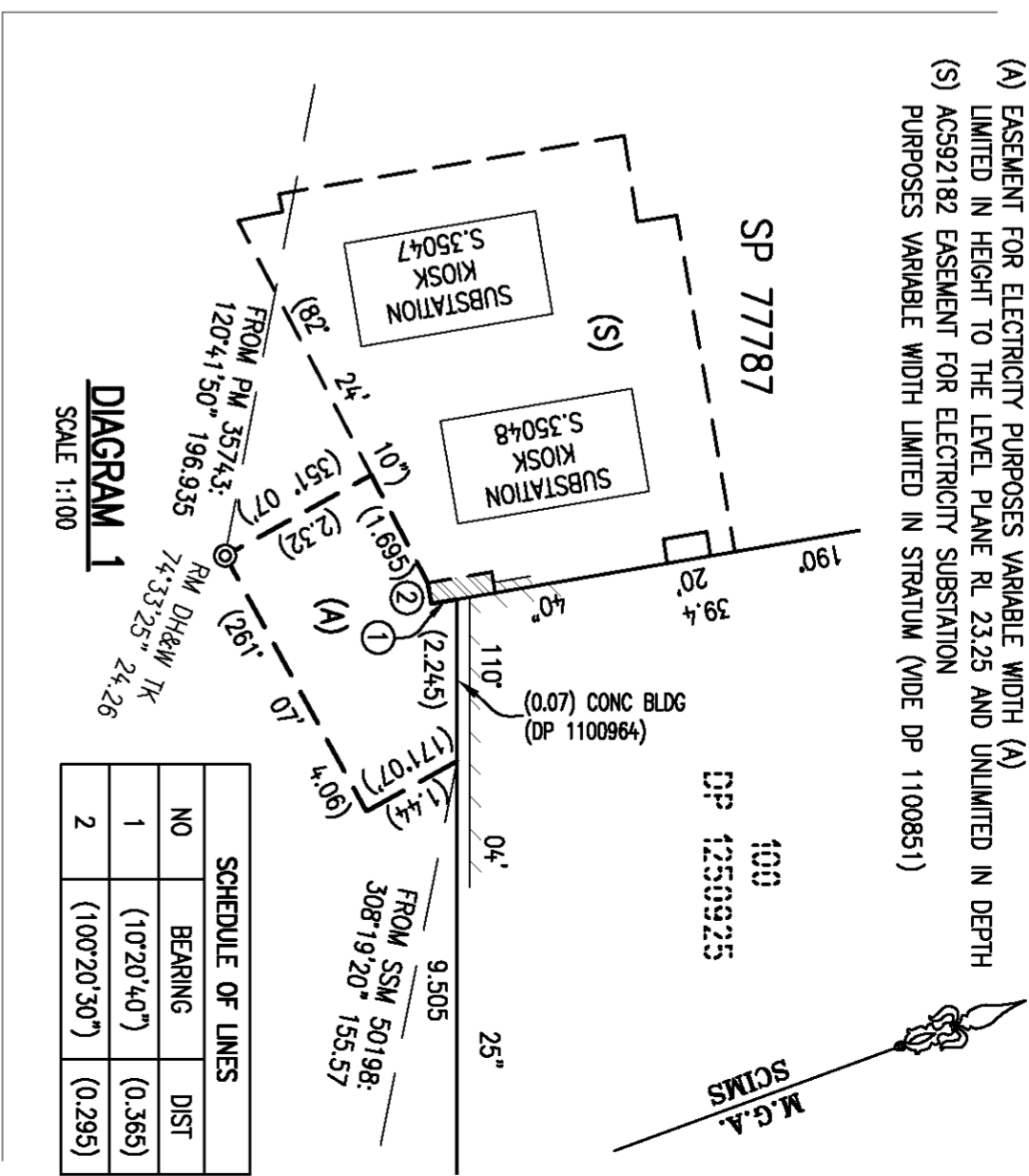
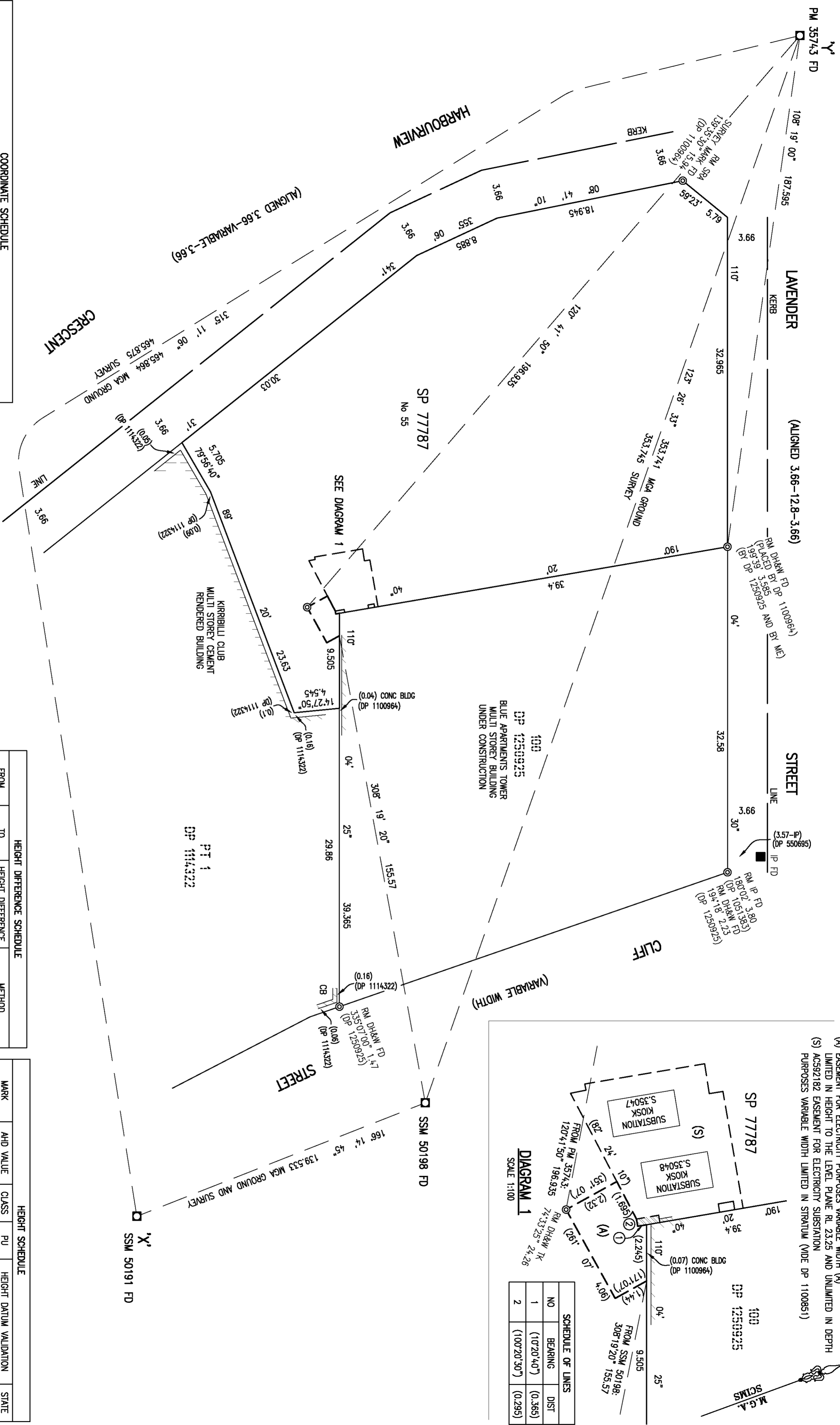
1.7 The owner of the Lot Benefited will use the Airspace at its own risk.

1.8 Except to the extent that such injury, damage or loss is caused or contributed to by the negligent act or omission of the owner of the Lot Burdened, its employees, contractors, sub-contractors, agents or invitees, the owner of the Lot Benefited agrees to:

- (a) release the owner and any mortgagee of the Lot Burdened from liability for any injury, damage or loss that the owner of the Lot Benefited or its employees, contractors, sub-contractors, agents or invitees suffer by reason of accessing the Airspace in accordance with this easement;
- (b) make good or indemnify any damage to the Lot Burdened caused by its use of the Airspace; and
- (c) indemnify the owner and any mortgagee of the Lot Burdened for injury, damage or loss to any other person or property caused by any act, error or omission of the owner of the Lot Benefited or its employees, contractors, subcontractors, agents or invitees as a result of the exercise of a right under the easement.

1.9 This easement will cease to benefit the Lot Benefited on the Completion Date and may be extinguished by the owner of the Lot Burdened at any time following the Completion Date.

A handwritten signature in black ink, appearing to be 'M. [unclear]', written in a cursive style.A handwritten signature in black ink, appearing to be 'A. [unclear]', written in a cursive style.



SCHEDULE OF LINES		
NO	BEARING	DIST
1	(10°20'40")	(0.366)
2	(100°20'30")	(0.295)

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 35743	334 193 296	6 253 807.146	B	N/A	FROM SCMS	FOUND
SSM 50191	334 521.622	6 253 476.692	B	N/A	FROM SCMS	FOUND
SSM 50198	334 488.450	6 253 612.213	B	N/A	FROM SCMS	FOUND

DATE OF SCMS COORDINATES: 22/7/2020
 MGA DATUM: GDA2020
 MAG ZONE: 56
 COMBINED SCALE FACTOR: 0.999928

SURVEYOR: KARL ROBERTSON
 Name: KARL ROBERTSON
 Date: 22/7/2020
 Reference: 170307 EASE



PLAN OF EASEMENT WITHIN COMMON PROPERTY SP 77787

LG: NORTH SYDNEY
 Locality: MILSONS POINT
 Reduction Ratio: 1:250
 Lengths are in metres.


REGISTERED
 08.12.2020
 DP1269846

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 50198	PM 35743	-7.981	TRIGONOMETRIC HEIGHTING
PM 35743	SSM 50191	+4.337	TRIGONOMETRIC HEIGHTING
SSM 50191	SSM 50198	+ 3.644	TRIGONOMETRIC HEIGHTING

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 50198	38.731	LB	0.02	SCMS ADOPTED	FOUND
PM 35743	30.74	D	N/A	FROM SCMS-DATUM VALIDATION	FOUND
SSM 50191	35.094	LB	0.02	FROM SCMS-DATUM VALIDATION	FOUND

<p>PLAN FORM 6 (2020)</p>	<p>DEPOSITED PLAN ADMINISTRATION SHEET</p>	<p>Sheet 1 of 3 sheet(s)</p>
<p>Registered:  08.12.2020</p> <p>Title System: TORRENS</p>	<p style="text-align: center; font-size: 24pt;">DP1269846</p>	
<p>PLAN OF EASEMENT WITHIN COMMON PROPERTY SP 77787</p>	<p>LGA: NORTH SYDNEY Locality: MILSONS POINT Parish: WILLOUGHBY County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, KARL ROBERTSON of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on: 22/7/2020, or</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding*) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: 'X'-'Y'</p> <p>Type: *Urban/*Rural-</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 26/11/20</p> <p>Surveyor Identification No: 7835 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>	
<p>Plans used in the preparation of survey/compilation-</p> <p>SP 77787 DP 1250925 DP 1100851 DP 1100964 DP 1114322</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I..... *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: Accreditation number: Consent/Authority: Date of Endorsement: Subdivision Certificate no: File number:</p> <p><small>*Strike through if inapplicable</small></p>	
<p>Surveyor's Reference: 170307 EASE</p>	<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
----------------------------	--	-----------------------

Office Use Only	Office Use Only
Registered:  08.12.2020	<h1>DP1269846</h1>
PLAN OF EASEMENT WITHIN COMMON PROPERTY SP 77787	
Subdivision Certificate No:	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

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


1. EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (A) (LIMITED IN STRATUM)

Approved Form 13
Certificate of Owners Corporation
Special Resolution

The owners corporation certifies that on [^]6 AUGUST 2020, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.
The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata the scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

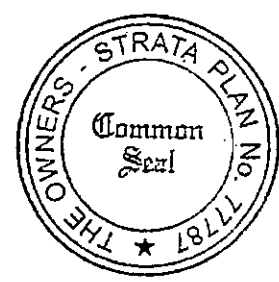
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of the Owners - Strata Plan No SP 77787 was affixed on [^]11/5/2020 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: HUGH MCGERMACK Authority: STRATA MANAGING AGENT

Signature: Name: Authority:


[^] Insert appropriate date



If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170307 EASE

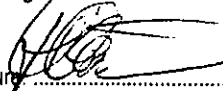
PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
----------------------------	--	-----------------------

Office Use Only	Office Use Only
Registered:  08.12.2020	<h1>DP1269846</h1>
PLAN OF EASEMENT WITHIN COMMON PROPERTY SP 77787	
Subdivision Certificate No:	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

Approved Form 23

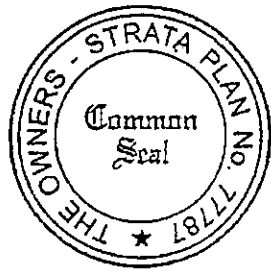
Attestation

The seal of the Owners - Strata Plan No SP 77787 was affixed on ^.....11/8/2020..... 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: HUGH MCGURK Authority: STRATA MANAGER AGENT

Signature: Name: Authority:

^ Insert appropriate date



If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170307 EASE

ePlan

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

(Sheet 1 of 4)

Plan: **DP1269846**

Plan of Easement within Common Property
SP77787

Full name and address
of the owner of the land:

The Owners – Strata Plan No 77787
55 Lavender Street
Milsons Point NSW 2060

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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 Electricity Purposes Variable Width (A) (limited in stratum)	CP/SP77787	100/1250925

Part 2 (Terms)

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Conveyancing Act means *Conveyancing Act* 1919 (NSW) as amended from time to time.

Grantee means the owner of a Lot Benefited.

Grantor means the owner of a Lot Burdened.

Lot Benefited means a lot benefited by an easement in this instrument.

Lot Burdened means a lot burdened by an easement in this instrument.

Plan means the plan to which this instrument relates.

1.3 Headings

Headings do not affect the interpretation of this instrument.



HUGH MCCORMACK
(AGENT UNDER DELEGATION)

ePlan

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

(Sheet 2 of 4)

Plan: **DP1269846**

Plan of Easement within Common Property
SP77787

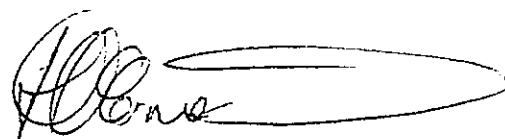
2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in the easement are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it.

3. Terms of Easement for Electricity Purposes Variable Width (A) (limited in stratum) numbered 1 in the Plan

An Easement for Electricity Purposes in the terms set out in Part 9, Schedule 8 of the Conveyancing Act is created.



HUGH MCCORMACK
(AGENT UNDER DELEGATION)

ePlan

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

(Sheet 3 of 4)

Plan: **DP1269846**

Plan of Easement within Common Property
SP77787

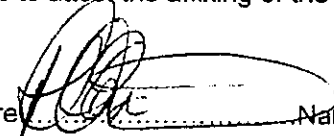
Executed by

The Owners – Strata Plan 77787

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 77787 was affixed on ...11/8/2020... 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: HUGH M. GERNAK Authority: STRATA MANAGING AGENT

Signature.....Name:.....Authority.....



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

(Sheet 4 of 4)

Plan: **DP1269846**

Plan of Easement within Common Property
SP77787

Approved Form 13

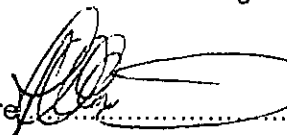
Certificate of Owners Corporation

Special Resolution

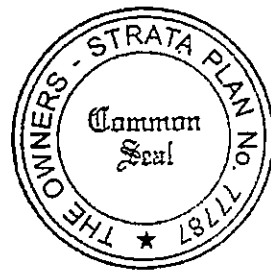
The owners corporation certifies that on 6 AUGUST 2020, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners – Strata Plan No 77787 was affixed on 11/8/2020 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

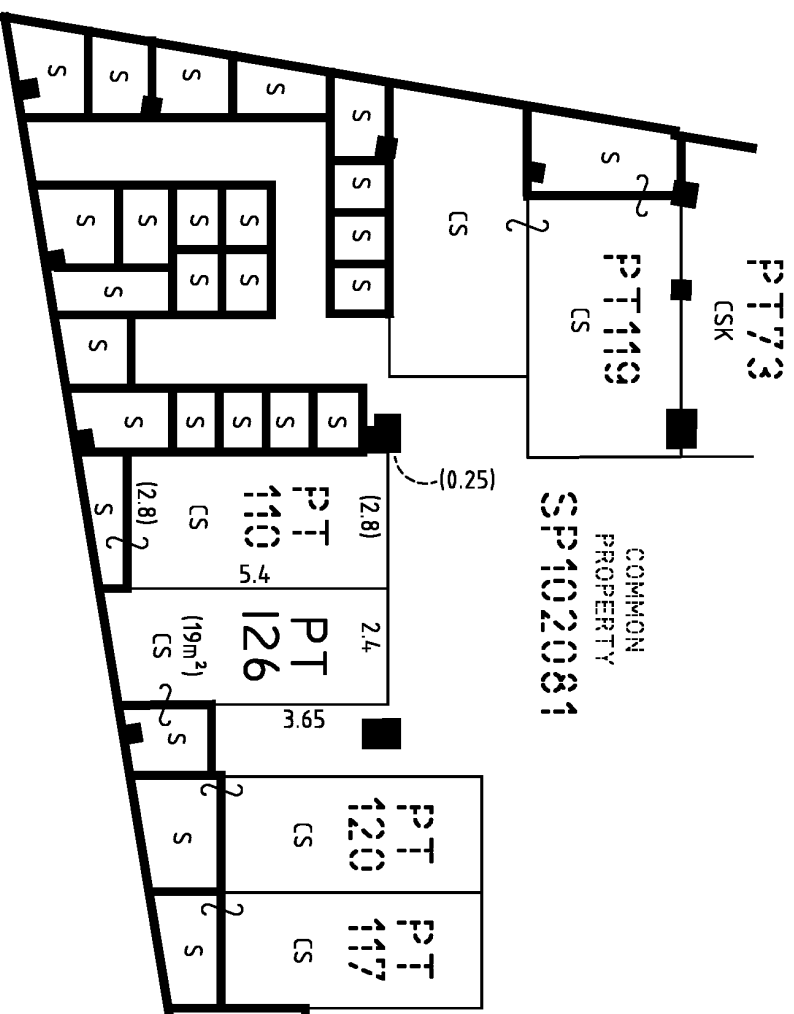
Signature  Name: HUGH NISGEMACK Authority: STRATA MANAGER AGENT

Signature.....Name:.....Authority.....

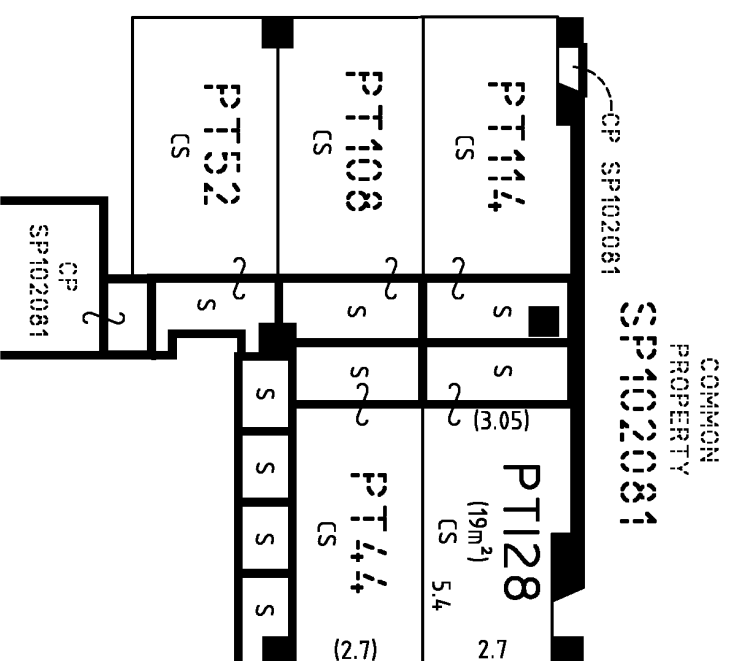


REGISTERED  08.12.2020

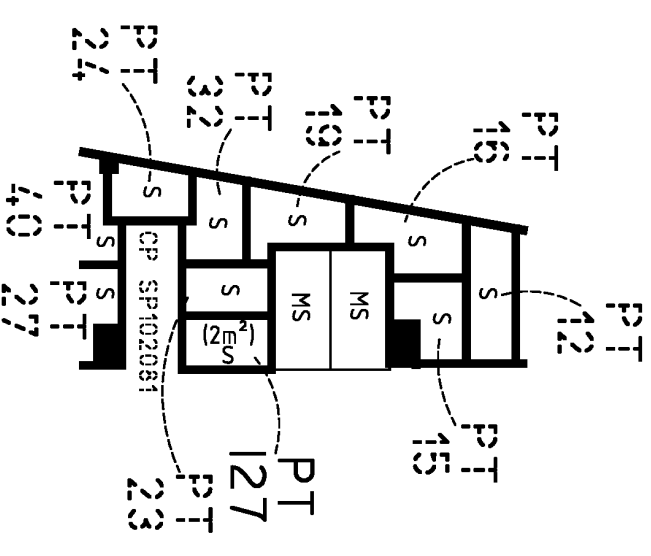
BASEMENT LEVEL 3



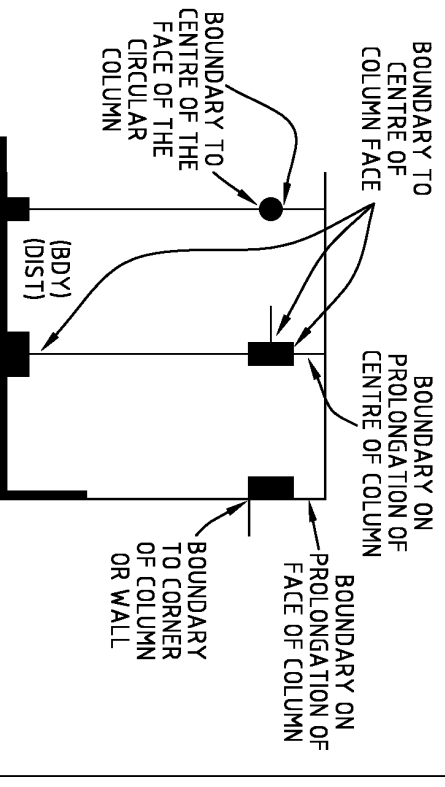
BASEMENT LEVEL 2



BASEMENT LEVEL 1



TYPICAL KEY
(UNLESS NOTED OTHERWISE)



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- CP - COMMON PROPERTY
- CS - CAR SPACE
- CSK - CAR STACKER CAR SPACE
- MS - MOTORCYCLE SPACE WITHIN COMMON PROPERTY
- S - STORAGE SPACE

SURVEYOR
Name: KARL ROBERTSON
Date: 22/11/2021
Reference: 12631A_SPSUB

STRATA PLAN OF SUBDIVISION OF LOTS 20, 68 & 104 IN SP102081

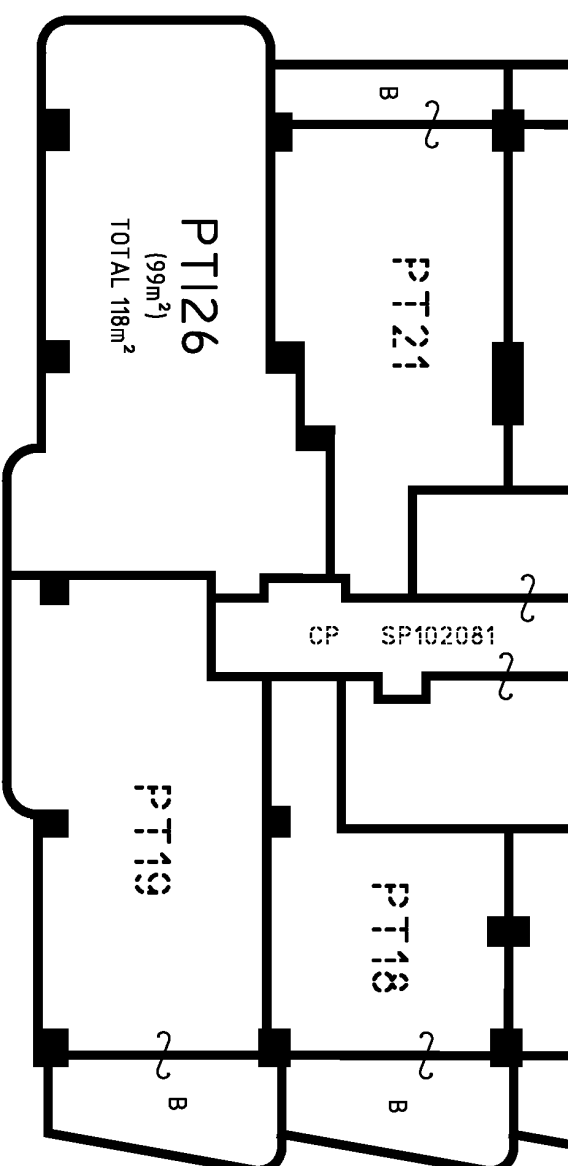
LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio: 1:150
Lengths are in metres.

Registered
4/05/2022

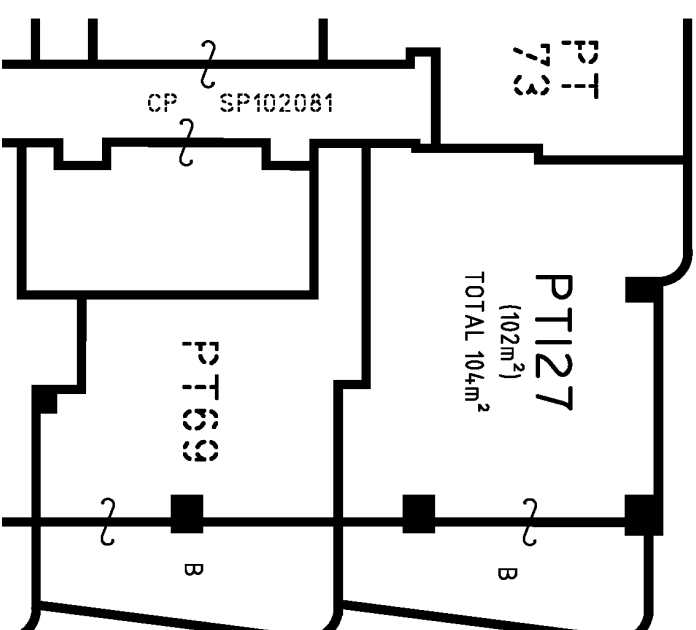


SP104752

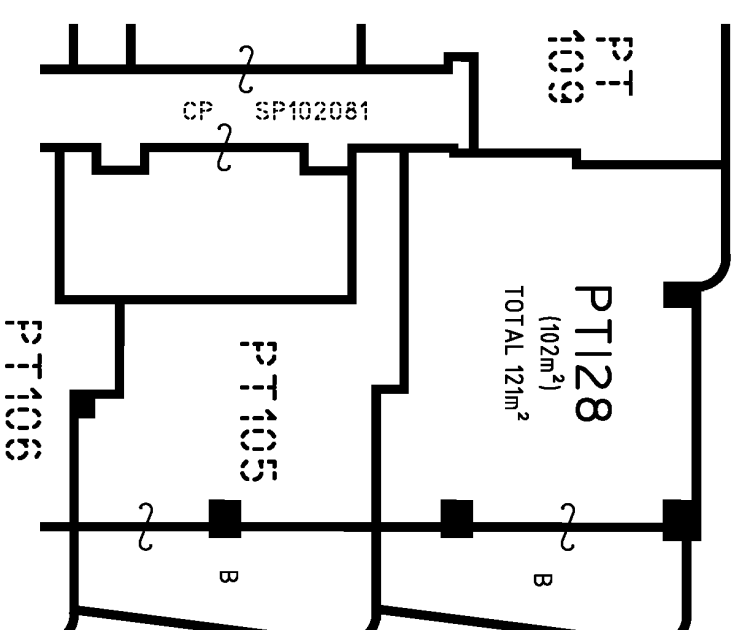
LEVEL 3



LEVEL 10



LEVEL 16



B - COVERED BALCONY
 CP - COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR

Name: KARL ROBERTSON

Date: 22/11/2021

Reference: 12631A_SPSUB

STRATA PLAN OF SUBDIVISION OF LOTS 20, 68 & 104 IN SP102081

LGA: NORTH SYDNEY

Locality: MILSONS POINT

Reduction Ratio: 1:200

Lengths are in metres.


Registered



4/05/2022


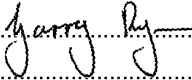
SP104752

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)
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Office Use Only	Office Use Only
Registered:  4/05/2022	SP104752

STRATA PLAN OF SUBDIVISION OF LOTS 20, 68, AND 104 IN SP102081	LGA: NORTH SYDNEY Locality: MILSONS POINT Parish: WILLOUGHBY County: CUMBERLAND
---	--

This is ***FREEHOLD/*LEASEHOLD** Strata Scheme

Surveyor's Certificate	Strata Certificate (Registered Certifier)
<p>I KARL ROBERTSON , of CMS Surveyors Pty Ltd 2/99a South Creek Rd, Dee Why , being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: 22/11/2021</p> <p>Surveyor ID: 7835</p> <p>Surveyor's Reference: 12631A SPSUB</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p>I GARRY RYAN being a Registered Certifier, registration number ...BDC0565..., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 or 59 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: SY200113ST04</p> <p>Relevant Planning Approval No.: SY200113CD01</p> <p>issued by: GARRY RYAN</p> <p>Signature:  <small>Electronic signature affixed by me Garry James Ryan on 1 March 2022</small></p> <p>Date: 1/03/2022</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>

* Strike through if inapplicable

Office Use Only	Office Use Only
Registered: 4/05/2022	SP104752

VALUER'S CERTIFICATE

I, * JARROD WALTER MORGAN of M3PROPERTY.....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: AUSTRALIAN PROPERTY INSTITUTE.....

Class of membership: ASSOCIATE.....

Membership number: 69875.....

certify that the unit entitlements shown in the schedule herewith were apportioned on 21 JANUARY 2022 (being the valuation day) in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: Date 29/01/2022.....

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1/SP102081	40	21/SP102081	34	40/SP102081	44	59/SP102081	158	79/SP102081	161	98/SP102081	64	118/SP102081	188
2/SP102081	28	22/SP102081	34	41/SP102081	29	60/SP102081	91	80/SP102081	60	99/SP102081	33	119/SP102081	186
3/SP102081	28	23/SP102081	44	42/SP102081	29	61/SP102081	158	81/SP102081	32	100/SP102081	68	120/SP102081	99
4/SP102081	41	24/SP102081	42	43/SP102081	50	62/SP102081	50	82/SP102081	63	101/SP102081	166	121/SP102081	104
5/SP102081	34	25/SP102081	29	44/SP102081	82	63/SP102081	31	83/SP102081	162	102/SP102081	102	122/SP102081	189
6/SP102081	33	26/SP102081	29	45/SP102081	58	64/SP102081	53	84/SP102081	97	103/SP102081	166	123/SP102081	187
7/SP102081	42	27/SP102081	44	46/SP102081	60	65/SP102081	159	85/SP102081	162	105/SP102081	33	124/SP102081	237
8/SP102081	41	28/SP102081	77	47/SP102081	83	66/SP102081	96	86/SP102081	61	106/SP102081	71	125/SP102081	284
9/SP102081	28	29/SP102081	52	48/SP102081	44	67/SP102081	159	87/SP102081	32	107/SP102081	167	126	47
10/SP102081	28	30/SP102081	53	49/SP102081	30	69/SP102081	32	88/SP102081	64	108/SP102081	105	127	53
11/SP102081	42	31/SP102081	78	50/SP102081	30	70/SP102081	60	89/SP102081	164	109/SP102081	167	128	68
12/SP102081	42	32/SP102081	43	51/SP102081	46	71/SP102081	160	90/SP102081	103	110/SP102081	68		
13/SP102081	33	33/SP102081	29	52/SP102081	83	72/SP102081	95	91/SP102081	164	111/SP102081	33		
14/SP102081	33	34/SP102081	29	53/SP102081	58	73/SP102081	160	92/SP102081	64	112/SP102081	71		
15/SP102081	43	35/SP102081	49	54/SP102081	60	74/SP102081	58	93/SP102081	32	113/SP102081	168		
16/SP102081	42	36/SP102081	78	55/SP102081	84	75/SP102081	32	94/SP102081	67	114/SP102081	105		
17/SP102081	29	37/SP102081	52	56/SP102081	51	76/SP102081	61	95/SP102081	165	115/SP102081	168		
18/SP102081	29	38/SP102081	54	57/SP102081	31	77/SP102081	161	96/SP102081	101	116/SP102081	97		
19/SP102081	43	39/SP102081	79	58/SP102081	57	78/SP102081	95	97/SP102081	165	117/SP102081	101	TOTAL	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 7 sheet(s)
Registered: 4/05/2022	SP104752	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
126	3.05	61	LAVENDER	STREET	MILSONS POINT
127	10.01	61	LAVENDER	STREET	MILSONS POINT
128	16.01	61	LAVENDER	STREET	MILSONS POINT

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.~~

22/02/2022


The seal of The Owners - Strata Plan No 102081 was affixed on ^ 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: Clark Name: Lauren Clark Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date
 * Strike through if inapplicable.


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 7 sheet(s)
-------------------------	---	-----------------------

Office Use Only	Office Use Only
Registered:  4/05/2022	SP104752


- This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
 - A schedule of street addresses
 - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED for and on behalf of
AQUALAND DEVELOPMENT 9 PTY LTD
ACN 638 883 388 by its attorney
Shangjin Lin
under power of attorney Book 4771 No 832
who states that by executing this document the
attorney has received no notice of revocation of power of attorney

In the presence of:



SIGNED witness



SIGNED attorney


Nolan Qin

Witness print name
Witness address:
Level 47, Tower 1
100 Barangaroo Avenue
Barangaroo NSW 2000

Shangjin Lin

Attorney print name


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 7 sheet(s)
-------------------------	---	-----------------------

Office Use Only	Office Use Only
Registered:  4/05/2022	SP104752

- This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
 - A schedule of street addresses
 - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED for and on behalf of
AQUALAND NORTH SYDNEY LAVENDER DEVELOPMENT PTY LTD
ACN 613 625 577 by its attorney
Shangjin Lin
under power of attorney Book 4731 No 9
who states that by executing this document the
attorney has received no notice of revocation of power of attorney


In the presence of:



SIGNED witness

Nolan Qin

Witness print name
Witness address:
Level 47, Tower 1
100 Barangaroo Avenue
Barangaroo NSW 2000




SIGNED attorney

Shangjin Lin

Attorney print name

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 7 sheet(s)
-------------------------	---	-----------------------

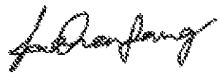
Office Use Only	Office Use Only
Registered:  4/05/2022	SP104752

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

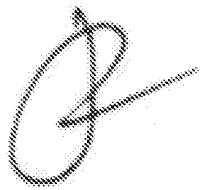
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED for and on behalf of
SHINY RUBY OPPORTUNITY II LIMITED
ARBN 645 666 691 by its attorney
Henry George Self
under power of attorney Book 4784 No 527
who states that by executing this document the
attorney has received no notice of revocation of power of attorney

In the presence of:



SIGNED witness



SIGNED attorney

Anna Chen Fang

Witness print name


Witness address:

Level 9, 8-12 Chifley Square
Sydney NSW 2000

Henry George Self

Attorney print name

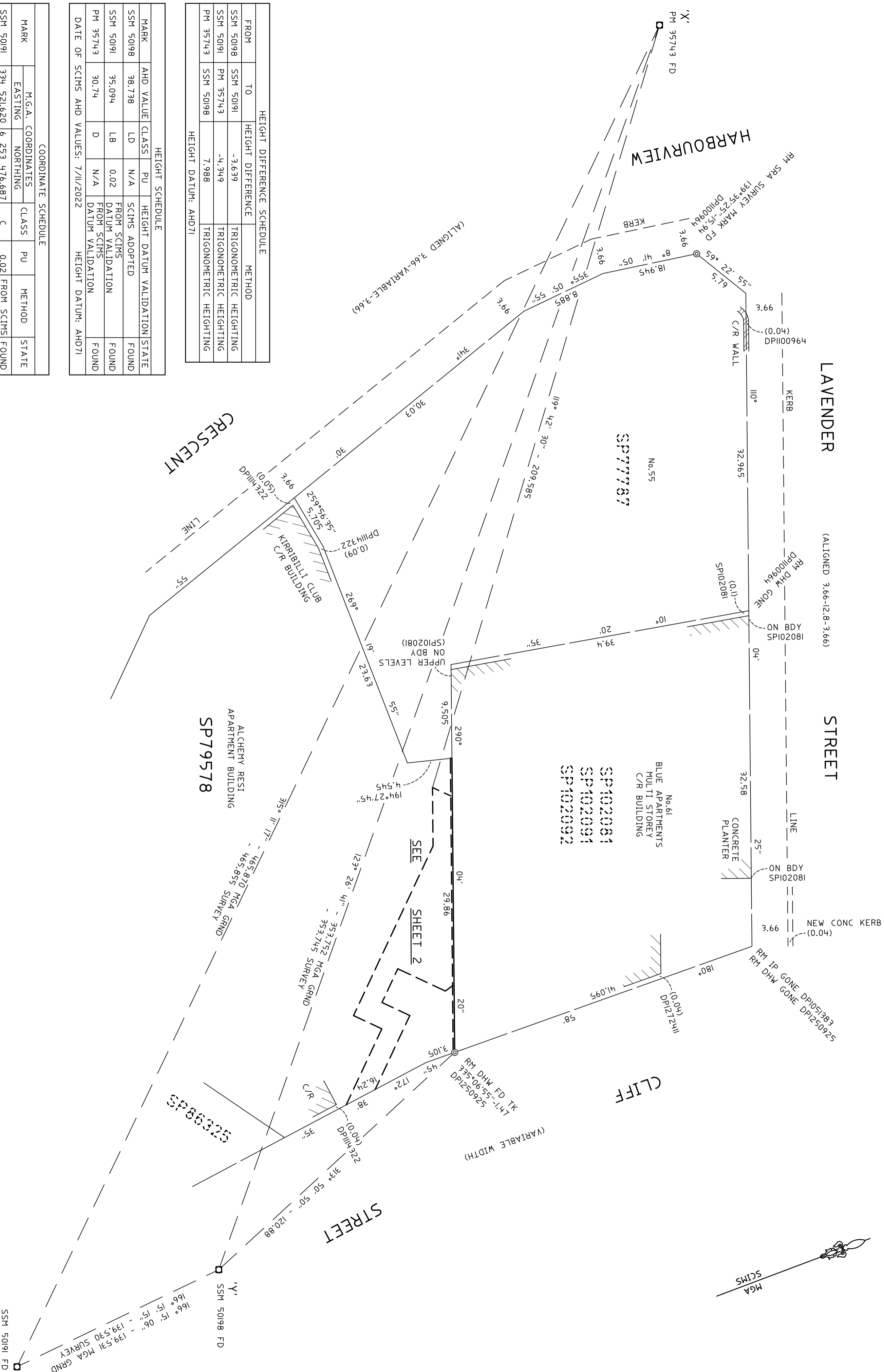
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 7 sheet(s)
-------------------------	---	-----------------------

Office Use Only	Office Use Only
Registered:  4/05/2022	<h1>SP104752</h1>

- This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
 - A schedule of street addresses
 - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED BY:
NATIONAL AUSTRALIA BANK LIMITED

Mortgagee under Mortgage No. AR440597
Signed at 2 Carrington St Sydney this 6 day of APRIL
2022 for National Australia Bank Limited ABN 12 004 044 937
by SIMON FOXALL its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name RONIA DIB
Witness Address 2 Carrington St Sydney



HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 50198	SSM 50191	-3.639	TRIGONOMETRIC HEIGHTING
SSM 50191	PM 35743	-4.349	TRIGONOMETRIC HEIGHTING
PM 35743	SSM 50198	7.988	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM: AHD71

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM	VALIDATION STATE
SSM 50198	38.738	LD	N/A	SCIMS ADOPTED	FOUND
SSM 50191	35.094	LB	0.02	FROM SCIMS DATUM VALIDATION	FOUND
PM 35743	30.74	D	N/A	FROM SCIMS DATUM VALIDATION	FOUND

DATE OF SCIMS AHD VALUES: 7/11/2022
HEIGHT DATUM: AHD71

COORDINATE SCHEDULE						
MARK	M.G.A. COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 50191	334 521.620	6 253 476.687	C	0.02	FROM SCIMS FOUND	FOUND
SSM 50198	334 488.462	6 253 612.211	B	0.02	FROM SCIMS FOUND	FOUND
PM 35743	334 193.306	6 253 807.162	B	0.2	FROM SCIMS FOUND	FOUND

DATE OF SCIMS COORDINATES: 7/11/2022
MGA ZONE: 56
GDA DATUM: GDA2020
COMBINED SCALE FACTOR 0.999930

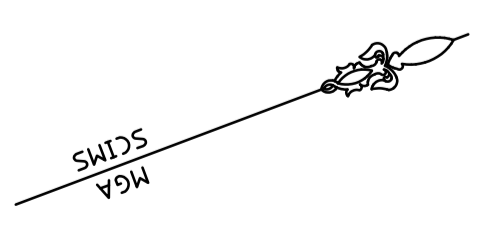
SURVEYOR
Name: KARL ROBERTSON
Date: 7/11/2022
Reference: 12831B LEASE

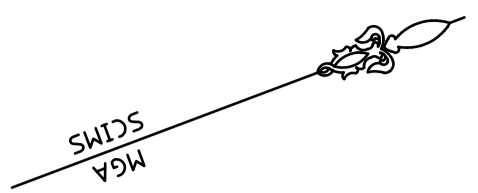
PLAN OF EASEMENTS WITHIN COMMON PROPERTY
SP79578

LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio 1:250
Lengths are in metres.

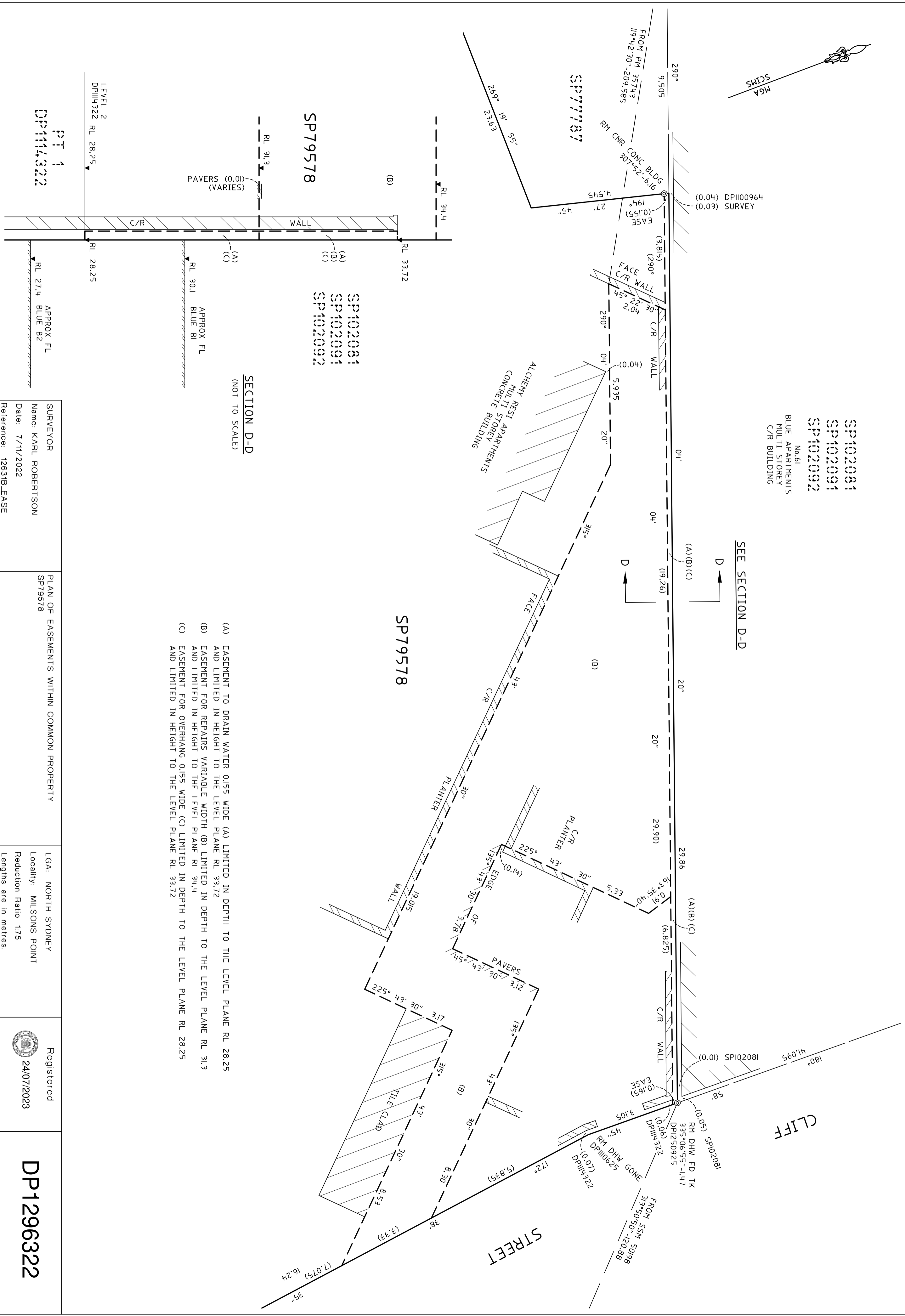
Registered
24/07/2023

DP1296322



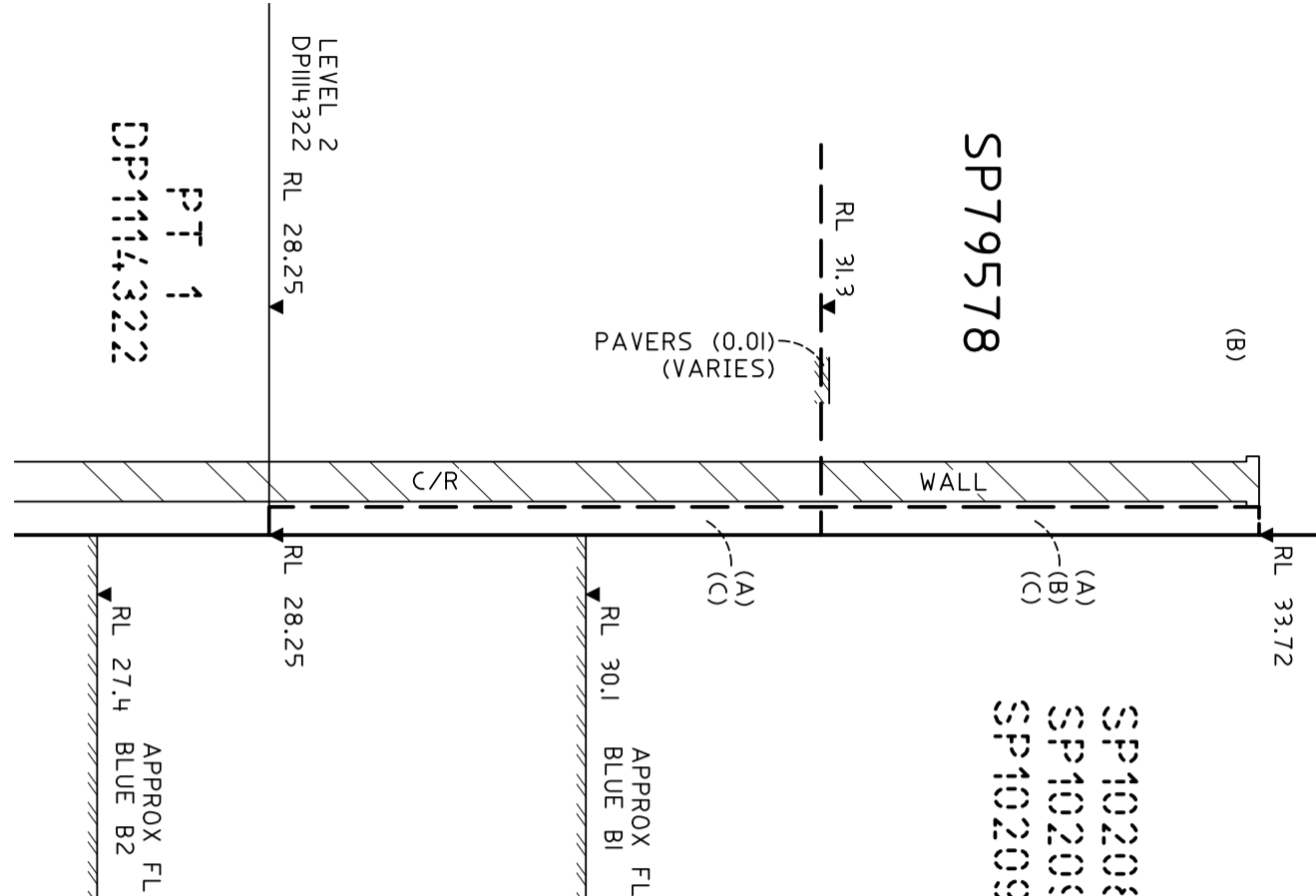


SP102081
SP102091
SP102092
No. 61
BLUE APARTMENTS
MULTI STOREY
C/R BUILDING



- (A) EASEMENT TO DRAIN WATER 0.155 WIDE (A) LIMITED IN DEPTH TO THE LEVEL PLANE RL 28.25 AND LIMITED IN HEIGHT TO THE LEVEL PLANE RL 33.72
- (B) EASEMENT FOR REPAIRS VARIABLE WIDTH (B) LIMITED IN DEPTH TO THE LEVEL PLANE RL 31.3 AND LIMITED IN HEIGHT TO THE LEVEL PLANE RL 34.4
- (C) EASEMENT FOR OVERHANG 0.155 WIDE (C) LIMITED IN DEPTH TO THE LEVEL PLANE RL 28.25 AND LIMITED IN HEIGHT TO THE LEVEL PLANE RL 33.72

SECTION D-D
(NOT TO SCALE)



SEE SECTION D-D

PT 1
DP1114322

SURVEYOR
Name: KARL ROBERTSON
Date: 7/11/2022
Reference: 12S31B_LEASE

PLAN OF EASEMENTS WITHIN COMMON PROPERTY
SP79578

LGA: NORTH SYDNEY
Locality: MILSONS POINT
Reduction Ratio 1:75
Lengths are in metres.

Registered
24/07/2023

DP1296322

PLAN FORM 6 (2020)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 9 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  24/07/2023</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1296322</h1>
<p>PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578</p>	<p>LGA: NORTH SYDNEY</p> <p>Locality: MILSONS POINT</p> <p>Parish: WILLOUGHBY</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, KARL ROBERTSON.....</p> <p>of CMS Surveyors Pty Ltd 2/99a South Creek Rd, Dee Why.....</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 7/11/2022....., or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**.....) ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X - Y.....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 9/11/2022.....</p> <p>Surveyor Identification No: 7835.....</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1114322</p> <p>DP1272411</p> <p>DP1100964</p> <p>DP1110625</p> <p>SP102081</p> <p>SP102091</p> <p>SP102092</p> <p>SP79578</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Surveyor's Reference: 12631B EASE</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>


PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 9 sheet(s)

<p>Registered:  24/07/2023</p> <p>Office Use Only</p> <hr/> <p>PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578</p> <hr/> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1296322</h1> <hr/> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
N/A	N/A	N/A	N/A	MILSONS POINT

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

1. EASEMENT TO DRAIN WATER 0.155 WIDE (A) LIMITED IN STRATUM
2. EASEMENT FOR OVERHANG 0.155 WIDE (C) LIMITED IN STRATUM
3. EASEMENT FOR REPAIRS VARIABLE WIDTH (B) LIMITED IN STRATUM

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 9 sheet(s)	
Registered:  24/07/2023 Office Use Only	Office Use Only
PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578	DP1296322
Subdivision Certificate number: Date of Endorsement:	

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 8 June 2023, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 79578 was affixed on ^ 04/07/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: T. John Name: Thomas John Authority: Strata Managing Agent


Signature: Name: Authority:

^ Insert appropriate date



If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 9 sheet(s)

Registered:  24/07/2023 Office Use Only	Office Use Only
PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578	<h1>DP1296322</h1>
Subdivision Certificate number: Date of Endorsement:	

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No79578..... was affixed on ^04/07/2023..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.


Signature: T. John Name: Thomas John Authority: Strata Managing Agent

Signature: Name: Authority:

^ Insert appropriate date



If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 9 sheet(s)	
Registered:  24/07/2023 Office Use Only	Office Use Only
PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578	DP1296322
Subdivision Certificate number: Date of Endorsement:	

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 03/02/2023 it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and section 88B instrument with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners - Strata Plan No 102081 was affixed on 12/04/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.


 Lauren Clark Strata Manager
Signature:Name:Authority:

Signature:Name:Authority:



If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 9 sheet(s)

 Registered: 24/07/2023	Office Use Only	DP1296322	Office Use Only
PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578			
Subdivision Certificate number:		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement:			

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 06/04/2023 it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and section 88B instrument with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners - Strata Plan No 102091 was affixed on 12/04/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: *L Clark* Name: Lauren Clark Authority: Strata Manager


Signature: Name: Authority:



If space is insufficient use additional annexure sheet

Surveyor's Reference: 12631B EASE

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 9 sheet(s)

<p>Registered:  24/07/2023</p> <p>PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p>Office Use Only</p> <h1 style="font-size: 2em;">DP1296322</h1> <p>Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
--	---

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 04/04/2023 it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and section 88B instrument with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners - Strata Plan No 102092 was affixed on 12/04/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: *L Clark* Name: Lauren Clark Authority: Strata Manager

Signature: Name: Authority:



If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 9 sheet(s)



24/07/2023

Office Use Only

Office Use Only

Registered:

DP1296322

PLAN OF EASEMENTS WITHIN COMMON PROPERTY SP79578

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

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 102081 was affixed on 12/04/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Clark

Lauren Clark

Strata Manager

Signature: Name: Authority:

Signature: Name: Authority:

* Strike through if inapplicable.



If space is insufficient use additional annexure sheet

Surveyor's Reference: 12631B EASE

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

(Sheet 1 of 13)

Plan: Plan of Easements within Common Property
SP79578

DP1296322

**Full name and address
of the owner of the land:** The Owners – Strata Plan No 79578
Level 25, 66 Goulburn Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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 to Drain Water 0.155 wide (A) limited in stratum	CP/SP79578	CP/SP102081 CP/SP102091 CP/SP102092
2	Easement for Overhang 0.155 wide (C) limited in stratum	CP/SP79578	CP/SP102081 CP/SP102091 CP/SP102092
3	Easement for Repairs Variable Width (B) limited in stratum	CP/SP79578	CP/SP102081 CP/SP102091 CP/SP102092

Part 2 (Terms)

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Conveyancing Act means *Conveyancing Act* 1919 (NSW) as amended from time to time.

Grantee means the owner of a Lot Benefited.

Grantor means the owner of a Lot Burdened.

Lot Benefited means a lot benefited by an easement in this instrument.

Clark

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

(Sheet 2 of 13)

Plan: Plan of Easements within Common Property
SP79578

DP1296322

Lot Burdened means a lot burdened by an easement in this instrument.

Plan means the plan to which this instrument relates.

1.3 Headings

Headings do not affect the interpretation of this instrument.

2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in each of the easements are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it.

3. Terms of Easement to Drain Water 0.155 Wide (A) limited in stratum numbered 1 in the Plan

An Easement to Drain Water in the terms set out in Part 3, Schedule 8 of the Conveyancing Act is created

4. Terms of Easement for Overhang 0.155 Wide (C) limited in stratum numbered 2 in the Plan

An Easement for Overhang in the terms set out in Part 10, Schedule 8 of the Conveyancing Act is created and amended to include the following additional terms:

- (a) The costs of cleaning, maintenance, repair and replacement when necessary of all pipes, drains and gutters are to be borne solely by Grantee.
- (b) The Grantee must clean the gutters not less than 2 times in each calendar year (and at such other times as reasonably requested by the Grantor if a build-up of debris occurs in the gutters), after giving not less than 7 days' notice in writing to the Grantor, of the date and time at which cleaning is to take place.
- (c) If the Grantee fails to carry out cleaning, maintenance or repair of pipes, drains and gutters after being given not less than 14 days' notice in writing to do so by the Grantor, the Grantor may carry out those obligations and demand in writing from the Grantee, payment of the costs thereby incurred.

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

(Sheet 3 of 13)

Plan:

Plan of Easements within Common Property
SP79578

DP1296322

- (d) A demand made under subclause (c) must be accompanied by receipts or invoices or copies of receipts or invoices that evidence the expenditure to which the demand relates. If a person fails to comply with any such demand within 7 days after it has been made, the amount demanded may be recovered in a court of competent jurisdiction as a debt due to the person making the demand.

5. Terms of Easement for Repairs Variable Width (B) limited in stratum numbered 3 in the Plan

An Easement for Repairs in the terms set out in Part 5, Schedule 8 of the Conveyancing Act is created and amended to include the following additional terms:

- (a) The Grantee is to paint the whole southern wall on the Lot Benefited not less than once every five years, after giving not less than 7 days' notice in writing to the Grantor, of the date and time at which painting is to take place, and are to use a paint colour approved by the Grantor.
- (b) If the Grantee fails to commence painting of the southern wall after being given not less than 28 days' notice in writing to do so by the Grantor, the Grantor may carry out those obligations and demand in writing from the Grantee, payment of the costs thereby incurred.
- (c) A demand made under subclause (b) must be accompanied by receipts or invoices or copies of receipts or invoices that evidence the expenditure to which the demand relates. If a person fails to comply with any such demand within 7 days after it has been made, the amount demanded may be recovered in a court of competent jurisdiction as a debt due to the person making the demand.

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

(Sheet 4 of 13)

Plan: **DP1296322**

Plan of Easements within Common Property
SP79578



Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 79578 was hereunto affixed on 16 June 2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature T. John Name: Thomas John Authority: Strata Managing Agent

Signature.....Name:.....Authority.....

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

(Sheet 5 of 13)

Plan:
DP1296322

Plan of Easements within Common Property
SP79578

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 8 June 2023, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners – Strata Plan No 79578 was affixed on 16 June 2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature T. John Name: Thomas John Authority: Strata Managing Agent

Signature Name: Authority:

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

(Sheet 6 of 13)

Plan: **DP1296322**

Plan of Easements within Common Property
SP79578

Approved Form 23

Attestation

12/04/2023

The seal of The Owners - Strata Plan No 102081 was affixed on in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

L Clark

Signature: Name: Lauren Clark Authority: Strata Manager

Signature: Name: Authority:



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

(Sheet 8 of 13)

Plan: **DP1296322**

Plan of Easements within Common Property
SP79578

Approved Form 23

Attestation

12/04/2023

The seal of The Owners - Strata Plan No 102091 was affixed on in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

L Clark

Signature: Name: Lauren Clark Authority: Strata Manager

Signature: Name: Authority:



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

(Sheet 9 of 13)

Plan: **DP1296322**

Plan of Easements within Common Property
SP79578

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 06/04/2023 it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and section 88B instrument with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners - Strata Plan No 102091 was affixed on 12/04/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: *Lauren Clark* Name: Lauren Clark Authority: Strata Manager

Signature: Name: Authority:



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

(Sheet 10 of 13)

Plan: DP1296322

Plan of Easements within Common Property
SP79578

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.~~

12/04/2023

The seal of The Owners - Strata Plan No 102092 was affixed on in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Clark

Lauren Clark

Strata Manager

Signature: Name: Authority:

Signature: Name: Authority:

* Strike through if inapplicable.



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

(Sheet 11 of 13)

Plan: **DP1296322**

Plan of Easements within Common Property
SP79578

Approved Form 23

Attestation

12/04/2023

The seal of The Owners - Strata Plan No 102092 was affixed on in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Clark

Signature: Name: Lauren Clark Authority: Strata Manager

Signature: Name: Authority:



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

(Sheet 12 of 13)

Plan: **DP1296322**

Plan of Easements within Common Property
SP79578

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 04/04/2023 it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and section 88B instrument with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners - Strata Plan No 102092 was affixed on 12/04/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Clark Name: Lauren Clark Authority: Strata Manager

Signature: Name: Authority:



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

(Sheet 13 of 13)

Plan: **DP1296322**

Plan of Easements within Common Property
SP79578

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 102081 was affixed on 12/04/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Clark

Lauren Clark

Strata Manager

Signature: Name: Authority:

Signature: Name: Authority:

* Strike through if inapplicable.



Lodger Details

Lodger Code 505127H
Name BANNERMANS, LAWYERS
Address SE 702, 2 ELIZABETH PLZA
NORTH SYDNEY 2060
Lodger Box 1W
Email MJENKINS@BANNERMANS.COM.AU
Reference 18898

Land Registry Document Identification

AT514879

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP102081	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102081
Other legal entity

Meeting Date

10/08/2023

Added by-law No.

Details Special By-law 2

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP102081

Signer Name MATTHEW STUART JENKINS

Signer Organisation DAVID SUTHERLAND BANNERMAN

Signer Role PRACTITIONER CERTIFIER

Execution Date 06/10/2023

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

**Strata Schemes Management Act 2015
Real Property Act 1900**

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


(A) TORRENS TITLE	For the common property CP/SP 102081	
(B) LODGED BY	Document Collection Box 6326J	Name, Address or DX, Telephone, and Customer Account Number if any Strata Choice Pty Ltd GPO Box 5328 Sydney NSW 2001 Reference: Account No. 132145H ph. 8424 9700
		CODE CH

- (C) The Owners-Strata Plan No. 102081 certify that a special resolution was passed on 10/8/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY-LAW 2
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

see attached Annexure

Special by-law 2 on page 66

- (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 "X".
- (G) The seal of The Owners-Strata Plan No. 102081 was affixed on 26/9/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:  Electronic signature of me,
 Name: Jim McDonald Affixed by me, or at my direction
 Authority: Strata Managing Agent 26/09/2023

Signature: _____
 Name: _____
 Authority: _____

ANNEXURE "X"

By-Law 1 About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must Owners and Occupiers must comply with the by-laws.

By-Law 2 Strata management statement

2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Building and the various components of Blue. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- a. requirements for the use and operation of Shared Facilities; and
- b. the apportionment of costs for Shared Facilities; and
- c. insurance requirements.

2.2 Who must comply with the Strata Management Statement

You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement

You should contact the Strata Manager if you would like a copy of the Strata Management Statement, at your cost.

2.4 Building Management Committee

- a. The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of Blue. The Owners Corporation is a member of the Building Management Committee.
- b. The Strata Committee is authorised to appoint a representative to represent and vote for the Owners Corporation at meetings of the Building Management Committee. The representative may be a member of the Strata Committee, If the Strata Committee does not appoint a representative, the Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

2.6 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

By-Law 3

Common Property Rights by-laws

3.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

3.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- a. create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- b. amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

3.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- a. include those amounts in notices for your administrative fund or capital works fund contributions; and
- b. require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 23 (insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

By-Law 4

Your behaviour

4.1 What are your general obligations?

You must not:

- a. make noise or behave in away that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- b. use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- c. smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property or any other Apartment; or
- d. obstruct the legal use of Common Property by any person; or
- e. do anything in the Building which is illegal; or
- f. do anything which might damage the good reputation of the Owners Corporation or the Building.

4.2 Complying with the law

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

- a. your Apartment; and
- b. the use of your Apartment; and
- c. Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

By-Law 5

You are responsible for others

5.1 What are your obligations?

You must:

- a. take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- b. make your visitors leave the Building if they do not comply with the by-laws or the Strata Management Statement; and
- c. take reasonable care about who you invite into the Building or Blue; and
- d. accompany your visitors at all times, except when they are entering or leaving the Building or Blue.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Apartment

If you lease or license your Apartment, you must:

- a. provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- b. ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- c. take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

By-Law 6

Your obligations

6.1 Strata Management Statement

You must comply with the provisions of the Strata Management Statement in addition to these By-Laws.

6.2 General obligations

You must:

- a. keep your Apartment clean and tidy and in good repair and condition; and
- b. properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- c. notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- d. notify the Building Management Committee if you change the existing use of your Apartment in away which may affect its insurance policies or premiums; and
- e. at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.3 When you will need consent from the Building Management Committee

Subject to your rights under the by-laws, you must have consent from the Building Management Committee to:

- a. carry out Building Works which will affect Shared Facilities or the external appearance of Blue;
- b. keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- c. install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Blue; or
- d. install an intruder alarm with an audible signal; or
- e. attach or hang an aerial, satellite dish or wires outside your Apartment or the Building.

6.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- a. carry out Building Works; or
- b. keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- c. install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- d. install an intruder alarm with an audible signal;
- e. attach or hang an aerial, satellite dish or wires outside your Apartment or the Building; or
- f. store anything in your car space (other than a vehicle).

6.5 Floor coverings

If you are an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

6.6 Changing floor coverings

- a. You must ensure that all floor space within your Lot complies with the acoustic conditions for floors as set out in the Development Approval.
- b. You must not, without the prior consent from the Owners Corporation, change, remove or

interfere with floor coverings in your Apartment or change, remove or interfere with any treatments in your Apartment that assist to prevent the transmission of noise between your Apartment and any other Apartment.

- c. When seeking the Owners Corporation's consent to change, replace or interfere with floor coverings or acoustic treatments in your Apartment you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. When giving your consent the Owners Corporation may impose conditions, and you must comply with those conditions.
- d. Any new floor coverings that you install must comply with the acoustic conditions for floors as set out in the Development Approval.
- e. When performing any work pursuant to this by-law you must comply with any guidelines adopted by the Owners Corporation about changing, removing or installing flooring and floor coverings.
- f. When you have completed any change to, removal or replacement of any floor coverings you must within 14 days of completing the works, at your cost, provide the Owners Corporation with an acoustic test report by an accredited member of the Association of Australian Acoustical Consultants that the changed or replaced floor covering complies with the conditions of the Development approval and results in the same or better acoustic insulation as that which existed prior to the change or removal.
- g. If any new floor covering that you install does not comply with the acoustic conditions for floors as set out in the Development Approval, you must remove that floor covering and replace it with a floor covering that complies with the acoustic conditions for floors as set out in the Development Approval and in accordance with any directions given by the Owners Corporation.

6.7 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to the internal or external surfaces of windows and glass doors in your Apartment. All window tinting must comply with the window glass manufacturer's recommendations for the application of tinting.

6.8 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window codings in your Apartment must be white or off-white or another colour approved by the Owners Corporation. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

6.9 Sun shades

Unless permitted in these by-laws, you must not install a sun shade to the exterior of your Apartment or on Common Property.

6.10 Cleaning external louvre screens and windows

Subject to by-law 6.11 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

6.11 Rights of the Owners Corporation to clean external louvre screens and windows

The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

6.12 Rights of the Owners Corporation to access Apartments

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights.

Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

6.13 Drying your laundry

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

6.14 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

6.15 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

6.16 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

6.17 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building facade and windows) that is accessible through your Apartment.

6.18 Children

You must not permit children to play on Common Property or to be unsupervised by an adult when they are on Common Property.

6.19 Outdoor audio

You must not play music on your Balcony or in any outdoor area of the Building that is audible from another Apartment.

6.20 Occupancy limits

You must not:

- a. permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- b. permit any bedroom in your Apartment to be occupied by more than two adults; and
- c. have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

6.21 No short term letting

You must not:

- a. lease your Apartment for any lease period shorter than 3 months;
- b. grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
- c. use any part of your apartment for any transient or holiday accommodation use;
- d. advertise your Apartment for use as short term, transient or holiday accommodation or arrange

- for it to be used as shared accommodation;
- e. permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
- f. use your Apartment or allow it to be used for any use or purpose in breach of any planning instrument or control that applies to the Building or your Apartment, including, without limitation under the Environmental Planning and Assessment Act 1979 as amended or replaced from time to time;
- g. conduct from or within your Apartment or the Building any business commercial activity that generates regular movement of people or goods through the Building, and, in particular, must not conduct any commercial laundry supply or cleaning service or any furniture supply or rental service from your Apartment or the Building; or
- h. advertise the conduct of any activity or the provision or any service prohibited by this by-law.

6.22 Fire alarms

You must not do anything in your Apartment or the Building that may activate the smoke detector in your Apartment and the fire alarm for the Building or for Blue. When cooking in your Apartment you must ensure your Apartment is well ventilated to ensure the smoke detector and fire alarm are not activated. If you do activate the fire alarm and the Owners Corporation incurs a "false alarm" charge the Owners Corporation will be entitled to recover that charge from you on demand or by including the charge in your levy statement.

6.23 Apartment interiors

To the extent that any wall, floor or ceiling finishes (including, without limitation,

- a. tiles, carpet, timber flooring, skirting boards, cornices, ceilings, wallpaper) or any fittings (such as wall plugs or light fittings) set into or affixed onto any wall or ceiling are Common Property, you have exclusive use of those items and are responsible for the costs of the maintenance, repair and replacement of those items.
- b. Without limiting by-law 6.22(a), you are responsible for the maintenance, repair and replacement of all fixtures, fittings and equipment within your Apartment.

By-Law 7

The balcony of your apartment

7.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- a. it is a type approved by the Owners Corporation; or
- b. it is a standard commensurate with the standard of the Building; or
- c. it will not (or is not likely to) fall or blow off your Balcony; or
- d. it will not (or is not likely to) cause damage; or
- e. it is not (or is not likely to become) dangerous.

It is your responsibility to ensure that everything on your Balcony is properly secured and will not fall or blow off your Balcony. You will be liable to reimburse the Owners Corporation for any claims made or costs incurred arising from a breach by you of this by law.

7.2 Items on Balconies

You must not use your Balcony for the storage of household goods or the keeping of air conditioning units that are visible from the public domain.

7.3 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

7.4 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.5 Enclosing a Balcony

You must not enclose the Balcony of your Apartment.

7.6 Gas appliances

You must not on your Balcony:

- a. operate any barbeque, heater or other appliance that is fuelled by flammable or combustible gas cylinders with a capacity of greater than 10kg.
- b. store any cylinders containing flammable or combustible gas that have a capacity of greater than 10kg.

7.7 Facade access

You must give the Owners Corporation and its contractors access to your Lot for the purpose of cleaning, maintaining and repairing the Building facade.

By-Law 8

Storing and operating a barbeque

8.1 Storing and operating a barbeque

Subject to by-law 7.6, you may store and operate a portable barbecue on the Balcony of your Apartment if:

- a. it is a type permitted under this by-law 8; and
- b. it will not detract from the outward appearance of the Building;
- c. it will not (or is not likely to) cause damage or injury; and
- d. you keep it covered when you are not operating it; and
- e. you keep it clean and tidy.

8.2 Permitted barbecues

You may store and operate the following types of portable barbecues on your Balcony:

- a. a covered kettle style portable barbecue; or
- b. a covered gas or electric portable barbecue; or
- c. any other type approved by the Owners Corporation.

Solid fuel burning barbecues are prohibited.

8.3 Hours of operation

You may operate a barbecue only during the hours of 9.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

8.4 No nuisance

If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

By-Law 9

Keeping an animal

9.1 What animals may you keep?

- a. Subject to this by-law 9, you may keep:
 - i. goldfish or other similar fish in a fish tank or indoor aquarium in accordance with clause 9.1(c);
 - ii. canaries, budgerigars or similar birds kept indoors at all times;
 - iii. one domestic cat or one small size dog that does not exceed 50 kilograms in weight when fully grown; and
 - iv. provided it is registered under the *Companion Animals Act 1998 (NSW)*, a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into Blue and on request by the Owners Corporation.
- b. You must have the Owners Corporation's consent to keep any other animal (including a dog that weighs more than 50 kilograms). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.
- c. You must register any cat or dog that you keep with the Owners Corporation and give the Owners Corporation a photograph and the details of any cat or dog that you keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.

9.2 Fish

You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- a. the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
- b. you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your apartment; and
- c. you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

9.3 Dogs

You may not keep and the Owners Corporation will not give you consent to keep:

- a. any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
- b. a dog other than a dog permitted under by-law 9.1 (What animals may you keep?);
- c. a dog that is not registered under the *Companion Animals Act 1998 (NSW)*; or
- d. a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998 (NSW)*.

9.4 Controlling your animal

Subject to by-law 9.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- a. another Apartment; or
- b. Common Property.

9.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Blue (eg to transport it out of Blue), you must carry or restrain it (eg by pet cage or leash) and control it at all times.

9.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal, if you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

9.7 Cleanliness

If you keep any animal or other pet, you must:

- a. ensure that your pet is kept in clean and hygienic condition;
- b. ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- c. keep any pet litter tray or box clean and odour free;
- d. ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- e. not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system from your Balcony.

9.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- a. you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;

- b. you do not comply with by-law 9.7 (Cleanliness);
- c. it becomes offensive, vicious, aggressive, noisy or a nuisance;
- d. your dog is a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998 (NSW)*; or
- e. your dog is kept pursuant to by-laws 9.1 (a)(iv) and is not registered under the *Companion Animals Act 1998 (NSW)*.

9.9 Responsibility for animal

You are responsible:

- a. to other Owners and Occupiers and people using Common Property or other parts of Blue for:
 - i. any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
 - ii. damage to or loss of property or injury to any person caused by your animal; and
 - iii. cleaning up after your animal.

9.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- a. another Apartment; or
- b. Common Property,

after a warning has been given to you by the Owners Corporation.

9.11 Your visitors

You must not allow a visitor to bring an animal into Blue unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability that is registered under the Companion Animals Act 1998 (NSW) and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

By-Law 10 Erecting a sign

10.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

10.2 The Developer

The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which you do not own.

By-Law 11

Moving and delivering furniture and goods

11.1 What are your obligations?

You must:

- a. make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large articles through your Strata Scheme;
- b. use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;
- c. move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation;
- d. comply with the reasonable requirements of the Owners Corporation, which may include reimbursement of any expense the Owner Corporation incurs in connection with the moving of your furniture or articles; and
- e. if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 11 before you take deliveries or move furniture or goods through the Building;
- f. if required by the Owners Corporation, give the Owners corporation evidence that your removal has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building;
- g. repair any damage you (or the person making the delivery) cause to Common Property; and
- h. if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

11.2 Bond

If you have paid a bond in accordance with by-law 11.1(e) and:

- a. there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- b. Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. if cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

11.3 Rights

In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. if this happens, you must make your arrangements with the Building Management Committee or that other person and comply with their instructions and reasonable requirements.

11.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- a. make arrangements with the Building Manager when you move in or out of the Building; and
- b. comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

11.5 Moving of furniture

Subject the Rules, if you wish to move furniture into or out of the Building you must pre book a time for the use of a lift with the Building Management Committee or the Building Manager.

By-Law 12

How to dispose of your garbage

12.1 Making Rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Room.

12.2 Your obligations

You must:

- a. comply with any Rules made by the Owners Corporation about using the Garbage Room and the Bulky Waste Room;
- b. place your household garbage in the garbage chute on your level of the Building or in a garbage receptacle in the Garbage Room designated by the Owners Corporation for that purpose;
- c. leave your recyclable garbage in the recyclable garbage receptacle on your level of the Building;
- d. leave your bulky waste in Bulky Waste Room;
- e. recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);
- f. drain and clean bottles, and safely wrap any broken glass, before you place them in the Garbage Room;
- g. leave large items of garbage or recyclable materials in the area in the Garbage Room designated by the Owners Corporation for large waste items; and
- h. contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.3 Garbage chutes

- a. When placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and, if applicable, ensure you make the correct selection on the diverter for garbage and recyclable waste.
- b. You must drain and securely wrap your household garbage before you put it in the Common Property garbage chute.
- c. You must not place the following items in a Common Property garbage chute:
 - i. unwrapped bottles or glass;
 - ii. liquids;
 - iii. items that weigh more than 2.5 kilograms; or
 - iv. boxes or large items that might block the garbage chute.

12.4 Cleaning up spills

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

12.5 Maintaining the Garbage Room

The Owners Corporation must:

- a. provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and operate, maintain, repair and, where necessary replace, the Common Property
- b. garbage equipment servicing the Building (including mechanical equipment associated with the garbage equipment); and
- c. maintain, clean and repair the Garbage Room, Bulky Waste Room and the garbage chutes; and
- d. regularly remove filled receptacles from the Garbage Room and replace them with empty receptacles; and
- e. regularly clean, maintain, repair and, where necessary, replace the garbage and recycling

- receptacles; and
- f. operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room; and
- g. transport bulky waste from the Bulky Waste Room to the bulky waste collection point;
- h. transport receptacles from the Garbage Room to the garbage collection point for collection by Council (or garbage removal contractor if Council does not collect waste from the Building) and transport them back to the Garbage Room; and
- i. arrange for the removal of garbage and recycling material from the Building; and
- j. arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

12.6 Waste removal and management

The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building.

12.7 Garbage removal contractor

The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage and bulky waste from the Building.

By-Law 13 Carrying out building works

13.1 When do you need consent?

- a. Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- b. If your Building Works are Minor Renovations, the consent from the Owners Corporation may be given by a simple majority resolution of the Owners Corporation or the Strata Committee on behalf of the Owners Corporation.
- c. For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- d. Cosmetic Works do not need consent from the Owners Corporation.

13.2 Your obligations

Clause 20 of the Strata Management Statement regulates the carrying out Building Works in Blue. You must comply with those provisions of the Strata Management Statement.

13.3 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- a. (a)if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 (The Developer); or
- b. alter or remove an inter-Lot Wall according to by-law 14 (inter-Lot Walls); or
- c. carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond) in relation to Building Works under By-Laws 13.3(b) or(c).

13.4 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- a. obtain necessary consents from the Owners Corporation and Government Agencies;
- b. obtain necessary consents from the Building Management Committee and under the Building Management Statement;
- c. find out where service lines and pipes are located;
- d. obtain consent from the Owners Corporation if you propose to interfere with or interrupt services;
- e. if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- f. if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 13 before you carry out Building Works.

13.5 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- a. include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- b. include plans and specifications according to this by-law; and
- c. clearly identify how the proposed Building Works comply with the theme of the Building.

13.6 Requests for further information

- a. The Owners Corporation may request you to supply plans, specifications and further information about your application.
- b. You must supply all information requested by the Owners Corporation in a reasonable time.
- c. The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

13.7 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- a. the theme of the Building;
- b. the suitability and quality of the proposed Building Works;
- c. the by-laws for the Owners Corporation; and
- d. the Rules.

13.8 The consent process

- a. The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- b. In respect of Building Works that add to Common Property, alter Common Property or erect new structure on Common Property, in accordance with section 108(2) of the Management Act, the conditions made by the Owners Corporation may in the special resolution include a condition that you are responsible for the ongoing maintenance of the relevant part of the Common Property, in which event this by-law (read with the special resolution) will be a by-law as contemplated in section 108(5) of the Management Act.
- c. The Owners Corporation must:
 - i. make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
 - ii. immediately advise you in writing of its decision and any conditions that apply to its decision.

13.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- a. use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- b. carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- c. repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

13.10 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- a. arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and
- b. comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
- c. ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.

13.11 Bond

If you have paid a bond in accordance with by-law 13.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay you must pay the shortfall to the Owners Corporation immediately on demand, ff there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

By-Law 14

Inter- lot walls and internet walls

14.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall

- a. Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
 - i. in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Lot; and
 - ii. it is not a structural wall; and
 - iii. before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Lots): and
 - iv. you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

- b. Subject to this by-law, you may install an Internal Wall if:
 - i. the installation will not be or result in a breach of any condition of the Development Approval;
 - ii. you obtain and comply with all necessary Government Agency consents;
 - iii. you do not compromise the fire safety system for the Building, and you comply with all applicable fire safety standards and requirements; and
 - iv. you comply with the procedures in this by-law and the requirements of by laws 14.3(a) to (g) inclusive.

14.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall provided that you comply with the requirements of by-law 14.1 (When you may alter or remove an Inter-Lot Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall that you:

- a. before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;
- b. before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$10,000,000 or other amount acceptable to the Owners Corporation;
- c. carry out the work in a way that does not at any time compromise the fire safety of the Building;
- d. on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;
- e. carry out the work in the method certified by the structural engineer under by-law 14.1 (When you may alter or remove an Inter-Lot Wall); and
- f. if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- g. comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond); and
- h. you comply with all necessary Government consents for altering or removing the Inter-Lot Wall; and
- i. acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- j. you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

By-Law 15 Licences

15.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by special resolution at a general meeting.

15.2 What provisions may a licence include?

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

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

By-Law 16

Car spaces

16.1 What are your obligations?

If you have a car space you must:

- a. provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- b. keep your car space clean and tidy;
- c. use your car space only for lawful purposes;
- d. keep the car space free of vermin;
- e. not store any items in your car space;
- f. not enclose your car space;
- g. not keep dangerous, noxious or inflammable items, materials or liquids in the car space; and
- h. repair and make good any damage you cause to your car space.

16.2 Parking barriers

- a. You may install a parking barrier to prevent access to your car space provided:
 - i. it is of a type and colour approved by the Owners Corporation;
 - ii. it is located in a position that it does not, in any position, protrude beyond your car space
 - iii. you keep the parking barrier in good order and condition;
 - iv. you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.
- b. When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- c. When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier

16.3 Storage boxes

- a. If your car space has a wall at the back of it, you may install an 'over-bonnet' storage box at the back of your car space provided:
 - i. it is of a type and colour approved by the Owners Corporation;
 - ii. it is securely affixed, does not protrude beyond your car space and does not interfere with or obstruct any part of the fire sprinkler system;
 - iii. you keep the storage box in good order and condition;
 - iv. you comply with any directions or conditions made or imposed by the Owners Corporation about your storage box, including about how you install it.
- b. When you install your storage box you must not damage Common Property other than by penetrating the wall at the back of your car space to the extent necessary to insert bolts as necessary to fix the approved storage box in position.
- c. When you remove the storage box you must make good any damage to Common Property caused by the installation, use or removal of the storage box.

16.4 Electric vehicle charging points

If you have an electric vehicle charging point in your car space, to the extent the point and any cables and ducts form part of Common Property, you have exclusive use of that charging point and associated cables, ducts and equipment. You will be responsible for the cost of all electricity consumed by your charging point, and must, at your expense, ensure the supply of electricity to your charging point is through the metered supply of electricity to your Lot.

By-Law 17

Storage spaces

17.1 What are your obligations?

If you have a storage space you must:

- a. provide the Owners Corporation with access to your storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- b. keep your storage space clean and tidy;
- c. use your storage space only for lawful purposes;
- d. keep the storage space free of vermin;
- e. not keep dangerous, noxious or inflammable items, materials or liquids in the storage space;
- f. not stack items in your storage space at a height that is higher than 1.8 metres, within 500mm of the soffit above your storage space or at any lower height if it will interfere with the proper operation of fire sprinklers, ventilation or with service lines above your storage space; and
- g. repair and make good any damage you cause to the storage space.

17.2 Maintenance of storage space gates and fences

You must, at your cost, keep your storage space gate and fence (or door and walls) in good repair and condition. You are responsible for the cost of the repair, maintenance and replacement of your storage space fence and gate (or door and walls). You may remove the gate or door to your storage space or a side fence or wall, if the fence or wall on any side of your storage space is shared by another storage space, you and the Owner of the lot that includes that storage space have the exclusive use of that fence or wall and are jointly responsible for the cost of the repair, maintenance and replacement of that fence or wall. You may only remove a shared storage space fence or wall with the consent of the Owner of the adjoining storage space.

By-Law 18

Communal room

18.1 Your obligations

- a. The Owners Corporation may make Rule about using and accessing the Communal Room.
- b. You must:
 - i. comply with any Rules about using the Communal Room; and
 - ii. make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Communal Room.
- c. You must not:
 - i. interfere with or adjust the settings of any equipment in the Communal Room;
 - ii. do anything that damages or might damage any equipment or furniture in the Communal Room;
 - iii. do anything in the Communal Room that causes a nuisance to other users of the Communal Room or Occupiers in Blue;
 - iv. conduct business activities from or in the Communal Room; or
 - v. operate any audio or audio visual equipment in the Communal Room at a volume that is audible to other users of the Communal Room or any Apartment.
- d. You must have consent from the Owners Corporation to:
 - i. hold functions in the Communal Room; or
 - ii. interfere, operate or adjust the settings of any equipment in the Communal Room.

18.2 Bond

As a condition of giving you consent to hold a function in the Communal Room, the Owners Corporation may require you to pay a bond (as determined by the Owners Corporation) before you use the Communal Room. If you have paid a bond and if there is any damage to the Common Property as a consequence of or arising from the holding of your function, the Owners Corporation (or the Owners Corporation's representative) may use the bond to pay the reasonable costs of repair of the damage, if the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your function, the Owners Corporation will refund your damage bond as soon as reasonably practicable after your function.

18.3 Security and access

The Owners Corporation may lock or secure the Communal Room by Security Key. The Owners Corporation must give you a Security Key to the Communal Room and may charge a fee for additional or replacement Security Keys.

By-Law 19

Controlling traffic and parking on common property

19.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

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

19.2 Parking on Common Property

You must not stand or park vehicles on Common Property including Common Property driveways.

By-Law 20

Damage to common property

20.1 What are your obligations?

Subject to the by-laws, you must:

- a. use Common Property equipment only for its intended purpose; and
- b. immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- c. compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

20.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- a. interfere with or damage Common Property; or
- b. remove anything from Common Property that belongs to the Owners Corporation; or
- c. interfere with the operation of Common Property equipment.

By-Law 21

Insurance premiums

21.1 Consent from the Owners Corporation

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

21.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium, if you do not agree with the conditions, the Owners Corporation may refuse its consent.

21.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

21.4 Obligation to notify

You must notify the Owners Corporation if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.5 Insurance claims affecting only one Lot

If a claim made under an insurance policy effected by the Owners Corporation relates only to your Lot and is caused solely by an activity or omission within your Lot, you must pay any insurance excess payable in respect of that claim.

By-Law 22

Security at the building

22.1 What are your obligations?

The Strata Management Statement regulates general security matters in Blue. You must comply with those provisions of the Strata Management Statement.

22.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- a. stop intruders coming into the Building; and
- b. prevent fires and other hazards.

22.3 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

22.4 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- a. close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- b. restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
- c. allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

22.5 What are your obligations?

You must not:

- a. interfere with security cameras or surveillance equipment; or
- b. do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

22.6 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

- a. it must comply with the Strata Management Statement; and
- b. it must not interfere with Shared Facilities.

By-Law 23

Security keys

23.1 What are your obligations?

In addition to its powers under the Development Act and the Management Act, the Owners Corporation has the power to make agreements with the Building Management Committee or another person (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the Building Management Committee or other person an administration fee for the provision of Security Keys.

23.2 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 22 (Security at the Building).

23.3 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys,

23.4 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.5 Managing the Security Key system

The Owners Corporation has the power to:

- a. re-code Security Keys; and
- b. require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- c. if you are in breach of the by-laws relating to access to and use of the car park In the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- d. charge you a fee for the recoding of your Security Keys; and
- e. make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.6 What are your obligations?

You must:

- a. comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and
- b. take all reasonable steps not to lose Security Keys; and
- c. return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- d. notify the Owners Corporation immediately if you lose a Security Key.

23.7 Some prohibitions

You must not:

- a. copy a Security Key;
- b. use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- c. give a Security Key to someone who is not an Owner or Occupier.

23.8 Procedures if you lease your Apartment

If you lease or license your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

By-Law 24

Fire control

24.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

- a. use them in connection with the lawful use of your Apartment; and
- b. keep them in reasonable quantities according to the guidelines of Government Agencies.

24.2 Fire control laws

- a. You and the Owners Corporation must comply with laws about fire control.
- b. The Owners Corporation must comply with regulations 177, 182, 183, 184, 185 (b) and 186 of the *Environmental Planning and Assessment Act Regulation 2000*, as amended or replaced from time to time.

24.3 Restrictions about fire safety

You must not:

- a. keep flammable materials on Common Property; or
- b. interfere with fire safety equipment; or
- c. obstruct fire stairs or fire escapes; or
- d. keep flammable materials in your car space.

By-Law 25

Agreement with the building manager

25.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building and for Blue generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

25.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

25.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

25.4 Agreement during the Initial Period

if the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- a. the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- b. the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

25.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- a. the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- b. the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

25.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- a. the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- b. the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

25.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- a. caretaking, supervising and servicing Common Property; and
- b. supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- c. supervising the repair, maintenance, renewal or replacement of Common Property; and
- d. co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- e. co-ordinating the carrying out of Building Works; and
- f. managing the Security Key system and providing Security Keys according to the by-laws; and
- g. providing services to the Owners Corporation, Owners and Occupiers; and
- h. supervising employees and contractors of the Owners Corporation; and
- i. supervising the Building generally; and
- j. doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

25.8 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

By-Law 26

No interference with building manager

26.1 No interference

You must not:

- a. interfere with or stop the Building Manager performing its duties; or
- b. interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

26.2 Access

You must give the Building Manager reasonable access at reasonable times to your Lot your exclusive use area to enable the Building Manager to perform its duties.

By-Law 27

Agreement with the strata manager

The Owners Corporation must appoint and retain the same Strata Manager that the Building Management Committee appoints under the Strata Management Statement.

By-Law 28

Concierge services

28.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a concierge services provider to provide concierge services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

28.2 Initial Period

The Owners Corporation may enter into agreements with a concierge services provider during the Initial Period.

28.3 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a services provider during the Initial Period:

- a. the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law);and
- b. the Owners Agreement may agree to pay the concierge services provider a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the concierge services provider that will be payable if the concierge services provider is not appointed by the Owners Corporation at the first annual general meeting.

28.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a concierge services provider after the Initial Period:

- a. the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- b. the remuneration of the concierge services provider under the agreement may be the amount agreed by the Owners Corporation.

28.5 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a concierge services provider must have provisions about:

- a. the rights of the Owners Corporation to terminate the agreement early if the concierge services provider does not properly perform its functions or comply with its obligations under the agreement; and
- b. the rights of the concierge services provider to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

By-Law 29

Services provide by the owners corporation

29.1 Services

The Owners Corporation has the power to supply services to each Apartment including hot and cold water, electricity, gas, air conditioning condenser water, telephone, television and other communications.

29.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

29.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

By-Law 30

Agreement for supply of embedded network services

30.1 Power to enter into agreement

- a. The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Lots and Common Property.
- b. Without limiting its power under by-law 30.1(a), the Owners Corporation has the power to supply Embedded Network Services to Lots and to account to Owners and Occupiers for payment for Embedded Network Services supplied by the Owners Corporation, including for payment based on metered usage or in accordance with unit entitlements.

30.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

30.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

30.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- a. the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- b. the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- c. the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;

- d. the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- e. the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at anytime, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

30.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the initial Period:

- a. the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- b. the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
- c. the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

30.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

- a. the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- b. the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

30.7 Agreements under the Strata Management Statement

- a. If the Building Management Committee enters into an agreement with an Embedded Network Supplier for the provision of an Embedded Network Service to Blue, the agreement may be for:
 - i. the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Owners Corporation for the Common Property in the Building; and
 - ii. the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Building Management Committee for the Shared Facilities in Blue,

in which event, the Owners Corporation will be a party to the agreement in its own right in relation to the Common Property and as a member of the Building Management Agreement in respect of Shared Facilities.

- b. If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to Blue, any subsequent agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

30.8 Provision of personal information

The Owners may, to the extent reasonably necessary, provide personal information of Owners and

Occupiers to any Embedded Network Service provider or other provider of a service. Owners and Occupiers consent to their personal information being provided as contemplated in this clause.

By-Law 31

Smart home services

31.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Smart Home Services provider to provide Smart Home Services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

31.2 Initial Period

The Owners Corporation may enter into agreements with a Smart Home Services provider during the Initial Period.

31.3 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a services provider during the Initial Period:

- a. the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law);and
- b. the Owners Agreement may agree to pay the Smart Home Services provider a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Smart Home Services provider that will be payable if the Smart Home Services provider is not appointed by the Owners Corporation at the first annual general meeting.

31.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Smart Home Services provider after the Initial Period:

- a. the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- b. the remuneration of the Smart Home Services provider under the agreement may be the amount agreed by the Owners Corporation,

31.5 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Smart Home Services provider must have provisions about:

- a. the rights of the Owners Corporation to terminate the agreement early if the Smart Home Services provider does not properly perform its functions or comply with its obligations under the agreement; and
- b. the rights of the Smart Home Services provider to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

By-Law 32

Use of shop top lots and commercial lots

- a. All Owners and Occupiers acknowledge that:
 - i. the Shop Top Lots and the Commercial Lots are to be used for retail and commercial purposes and agree and undertake that they will not make any objection to or encourage others to object to any applications for development approval for or relating to the lawful use of any retail or commercial premises in a Shop Top Lot or a Commercial Lot;
 - ii. retail and commercial premises in a Shop Top Lot or a Commercial Lot may be used for any use determined by the Owner of the Shop Top Lot or Commercial Lot (or of any lot created on subdivision of a Shop Top Lot or Commercial Lot) provided the use is not prohibited by law.
- b. The Owners Corporation and, if necessary, Owners and Occupiers, must, promptly on request by a Shop Top Lot or Commercial Lot Owner, sign any necessary consent to the Shop Top Lot or Commercial Lot Owner making an application to a Government Agency for or in connection to the use of any retail or commercial premises in the a Shop Top Lot or Commercial Lot for any use that is not prohibited by law.
- c. Owners and Occupiers must not make any objection, complaint or seek to impose any restriction on the use of any retail or commercial premises in a Shop Top Lot or Commercial Lot (provided the use is not prohibited by law), including, without limitation, restrictions on the hours of trade or the sale of alcohol.

By-Law 33

Exclusive use of car stacker zone

33.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

33.2 interpreting this by-law

In this Common Property Rights By-law:

Car Stacker Zone means, for each Lot that has exclusive use rights under this by-law 33, the Common Property area directly below the relevant Lot in which a Car Stacker or part of a Car Stacker is located.

Car Stacker means a car stacking system for the parking of up to two cars in a car space, including the stacker drive mechanism, motor and all mechanical and hydraulic elements of any motors, switches and other equipment comprising the car stacking system.

“**you**” means each Owner of Lots 59, 61, 67, 71, 73, 77 and 83.

33.3 Exclusive use rights

The Owners of Lots 59, 61, 67, 71, 73, 77 and 83 each have:

- a. exclusive use of the Car Stacker that operates within their Lot and their Car Stacker Zone;
- b. the special privilege to have and maintain a Car Stacker in their Car Stacker Zone;
- c. the special privilege to affix the Car Stacker or components of the Car Stacker to the Common Property, including the Common Property wall, adjacent to the car space portion of their Lot and their Car Stacker Zone; and
- d. the special privilege to park a car or cars in the Car Stacker.

33.4 Obligations of the Owners

- a. You must, at your cost operate, maintain, repair and, where necessary, replace your Car Stacker in a proper and safe manner at all times.
- b. You must pay any electricity consumption costs in connection with your Car Stacker.

33.5 Paying for Car Spaces

If the Owners Corporation incurs costs in connection with the maintenance or repair of your Car Stacker or incurs any electricity consumption costs in connection with your Car Stacker, you must pay those costs on demand. The Owners Corporation may include these costs in your administrative fund or capital works fund contributions.

By-Law 34

Exclusive use of smart home services units

34.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

34.2 Smart Home Services for Apartments

- a. This by-law applies to Apartments that receive Smart Home Services from the provider engaged by the Owners Corporation.
- b. There is a separate Smart Home Services Unit in each Apartment. Smart Home Services Units are connected to the Smart Home Services System. The Smart Home Services System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

34.3 Exclusive use rights

To the extent that Smart Home Services Units comprise Common Property, each Owner who receives Smart Home Services has exclusive use of the Smart Home Services Unit in their Apartment.

34.4 Interpreting this by-law

In this Common Property Rights By-law, "you" means the Owner of an Apartment.

34.5 What are your obligations?

You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Smart Home Services Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

34.6 Paying for Smart Home Services Units

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Smart Home Services Unit, you must pay those costs. The Owners Corporation may:

- a. require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- b. include your costs in your administrative fund or capital works fund contributions.

By-Law 35

Exclusive use of motorised sun shades

35.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

35.2 Exclusive use rights

The Owner of Lot 124 has:

- a. exclusive use the motorised sun shades and associated motor and equipment (**Motorised Sunshades System**) that are Common Property and that exclusively service their Apartment; and
- b. the special privilege to repair and maintain the Motorised Sunshade System according to this Common Property Rights By-law.

35.3 Interpreting this by-law

In this Common Property Rights By-law, “you” means the Owner of Lot 124.

35.4 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Motorised Sunshade System which exclusively services your Apartment:

- a. in a proper and safe manner at all times;
- b. to a standard and appearance that is consistent with the colour, quality and standard of the Building; and
- c. using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Motorised Sunshade System that exclusively services your Apartment.

The Owners Corporation may perform your obligations under this by-law.

35.5 Paying for Sunshades Systems

if the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Motorised Sunshade System, you must pay those costs. The Owners Corporation may:

- a. require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- b. include your costs in your administrative fund or capital works fund contributions.

By-Law 36

Exclusive use of private CCTV cameras

36.1 Common Property Rights By-law

This is a Common Property Rights By-law. By-law 3 (Common Property Rights By-laws) applies to this Common Property Rights By-law.

36.2 CCTV for Apartments

There is a separate Private CCTV Camera outside each of Lots 116 -125. Private CCTV Cameras are connected to the Smart Home Services System for Lots 116 - 125. The Private CCTV System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

36.3 Exclusive use rights

- a. To the extent that Private CCTV Cameras comprise Common Property, each Owner has exclusive use of the Private CCTV Camera that services their Apartment.
- b. The Owners of Lots 116 - 125 have joint exclusive use of the Private CCTV System.

36.4 Interpreting this by-law

In this Common Property Rights By-law, "you" means each Owner of Lots 116 - 125.

36.5 What are your obligations?

You are:

- a. jointly responsible for the cost of operating, maintaining, repairing and, where necessary, replacing your Private CCTV System; and
- b. responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Private CCTV Camera that services your Apartment.

When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

36.6 Paying for Private CCTV Cameras

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Private CCTV Camera or the Private CCTV System, you must pay those costs. The Owners Corporation may:

- a. require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- b. include your costs in your administrative fund or capital works fund contributions.

By-Law 37

Notice board

37.1 Maintenance of notice board

- a. The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.
- b. The Owners Corporation may use an internet-based portal system for communications between you and the Owners Corporation, Strata Manager and Building Manager (and other service providers), which may include an online notice board.

37.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

By-Law 38

Rules

38.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, In particular, the use of Common Property,

38.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

38.3 What are your obligations?

You must comply with the Rules.

38.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

38.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

By-Law 39

How are consents given ?

39.1 Who may give consent?

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

- a. the Owners Corporation at a general meeting; or
- b. the Strata Committee at a meeting of the Strata Committee.

39.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

39.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

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

By-Law 40

Failure to comply with by-laws

40.1 What can the Owners Corporation do?

The Owners Corporation may do anything to your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

40.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

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

40.3 Recovering money

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

By-Law 41

Services of documents, applications and complaints

41.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the email.

41.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

By-Law 42

Interpretation

42.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Apartment means a lot in the Building.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Blue means the improvements at 61 Lavender Street, Milsons Point, NSW comprising residential and retail/commercial components, and known as Blue.

Building means Strata Scheme SP102081 established within Lot 1 in the Stratum Plan, known as Blue Apartments, 61 Lavender Street, Milsons Point.

Building Management Committee means the building management committee established under the Strata Management Statement.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 25 **Error! Reference source not found.** (Agreement with the Building Manager).

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

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

Building Works exclude:

- f. Cosmetic Work; and
- g. works or alterations to the interior of Common Property walls in an Apartment (eg hanging pictures or attaching items to those walls); and
- h. works which you are entitled to carry out under a Common Property Rights By Law.

Bulky Waste Room means the bulky waste room located on basement level 2.

Commercial Lots means the commercial and retail premises in lot 2 in the Stratum Plan and the lots in any strata scheme established within lot 2 in the Stratum Plan

Common Property means Common Property in the Building and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Communal Room means the Communal Property room located on ground level of the Building that houses the mail boxes for the Building and bookshelves, and includes any furniture, books or in the Communal Room. The Communal Room does not include the cool room accessed from the Communal Room or the contents of the cool room.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means North Sydney Council.

Developer means Aqualand North Sydney Lavender Development Pty Ltd ACN 613 625 577.

Development Act means the *Strata Schemes Development Act 2015 (NSW)*.

Development Approval means Council's notice to applicant of determination of a development application in respect of development application no. D112/01, as varied, modified or replaced from time to time.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes associated equipment and fittings located within the Common Property.

Embedded Network Customer Services means customer relationship services in relation to any other Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.

Embedded Network Equipment means meters, plant, machinery, equipment and fittings located within the Stratum Lots and Strata Schemes associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Embedded Network Service means the supply of any of:

- a. electricity;
- b. electricity generation systems;
- c. electricity storage systems;
- d. gas;
- e. thermal energy;
- f. hot water;
- g. chilled water;
- h. potable water;
- i. recycled water;
- j. chilled refrigerant;
- k. heated refrigerant;
- l. sewage removal systems;
- m. waste removal systems;
- n. water supply systems;
- o. internet services;
- p. telecommunication systems;
- q. mobile telephone signal distribution services;
- r. fibre communications;
- s. Embedded Network Customer Services;
- t. Embedded Network management services; or

u. any other embedded network service.

Garbage Room means the residential waste room on basement level 3 for the storage of recyclable and non-recyclable waste before collection from the Building, including the compactor and other equipment in the room;

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

inter-Lot Wall means a Common Property wall between two Apartments,

Internal Wall means a wall within a Lot that is not a Common Property wall.

Management Act means the *Strata Schemes Management Act 2015 (NSW)*,

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

Occupier means the occupier, lessee or licensee of an Apartment.

Owner means:

- a. the owner for the time being of an Apartment; and
- b. if an Apartment is subdivided or re subdivided, the owners for the time being of the new Apartments; and
- c. for an Exclusive Use By-Law, the owner of each Apartment benefiting from the by law; and
- d. a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. SP102081, being the Owners Corporation for the Building.

Private CCTV System means the CCTV system servicing Apartments on Lewis 18 to 20 of the Building, and includes, without limitation:

- a. speakers, microphones, screens, cameras and control units;
- b. software and computer hardware; and
- c. cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service the CCTV system.

Private CCTV Camera means the CCTV camera outside each Apartment on levels 18 to 20 of the Building that is connected to the CCTV System.

Shop Top Lots means the retail and commercial premises in lot 3 in the Stratum Plan and the lots in any strata scheme established within lot 3 in the Stratum Plan.

Rules mean Rules made by the Owners Corporation according to by-law 38 (Rules).

Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Smart Home Services means internet based systems for the control and operation of lighting, air conditioning, heating, curtains, blinds and other elements and items within Apartments, and the provision of internet service to the Apartment.

Smart Home Services System means the system providing Smart Home Services to an Apartment.

Smart Home Services Unit means the physical components of a Smart Home System located within or at an Apartment.

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Management Statement means the strata management statement for Blue registered with the Strata Plan.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP102081, being the strata plan for the Building.

Stratum Plan means the stratum plan of subdivision for Blue being DP1272411.

Strata Scheme means Strata Scheme SP102081 established within Lot 1 in the Stratum Plan.

42.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- a. words that this by-law does not explain have the same meaning as they do in the Management Act; and
- b. the word "you" means an Owner or Occupier; and
- c. a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
- d. a document (including the by-laws) includes any amendment, addition or replacement of it; and
- e. a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- f. the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency ; and
- g. a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- h. the singular includes the plural and vice versa; and
- i. the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

42.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

42.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

42.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

42.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

42.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

Special By-Law 1 Works - lot 125

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Insurance** means:
 - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - iii. workers compensation insurance as required by law.
- c. **Lot** means lot 125 in strata scheme 102081.
- d. **Owner** means the owner of the Lot from time to time.
- e. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 102081.
- f. **Works** means all building works and all related services supplied to effect the works in accordance with the following:
 - i. Scope of Works prepared by JDV Projects dated 16 December 2021, annexed to this by-law and marked Annexure "A"; and
 - ii. Plans prepared by Strutt Studios dated 10 November 2021, annexed to this by-law and marked Annexure "B".
- g. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

3.1 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 for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and
- d. provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building.

PART 3.2

During construction

3.2 Whilst the Works are in progress the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works during times reasonably approved by the Owners Corporation;
- e. perform the Works within a reasonable period of time 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. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
 - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- j. 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; and
- k. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- d. if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4

Enduring rights and obligations

3.4 The Owner:

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d. remains liable for any damage to lot or common property arising out of the Works;
- e. must make good any damage to lot or common property arising out of the Works;
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- g. must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

Annexure below

Special By-Law 1 Annexure

ANNEXURE "A" Scope of Works



Apartment 2002, 61 Lavender Street, Milsons Point

High Level Return Brief 9th September 2021 (Amended 16/12/2021)

Arrival/Hallway

- Install feature timber veneer wall paneling as per mark up
- Allow for concealed LED strip lighting to base of wall paneling to length of wall
- Allow to install new concealed solid core doors with feature paneling to exterior face
- Feature ceiling treatment to corridor
- Install power to entry credenza unit
- Install directional lighting to suit wall mounted artwork above credenza
- Convert one cupboard internal to tall hanging
- Convert cupboard internals opposite Laundry to suit broom/stick vacuum/ironing board, install power for appliances
- Install feature wallpaper to end of corridor between Bed 1 & 2

Powder Room

- Demolish interior including plumbing fixtures, fittings and tiling. Cap off existing services.
- Remove door and enclose wall.
- Allow to create new entry in wall through to master suite. This includes the demolition of a plasterboard non-load bearing wall (approximate size 1.67m wide by 2.7m high, total 4.5m²).

Master Bedroom

- Remove existing wallpaper and make good wall
- Remove existing carpet and replace with timber flooring including acoustic undelay insulation consistent with other apartments in the building.
- Demolish wardrobes and desk joinery
- Allow to build in nib wall to align with opposite wall (behind ensuite)
- Design and install wardrobes
- Build in walk in wardrobe (existing powder room)
- Install feature wall joinery unit/bed head design with integrated shelving to suit new bed location
- Install new motorised block out curtains, retain sheer track and build in pelmet

Bed 1 & 2

- Remove existing carpet and replace with timber flooring including acoustic undelay insulation consistent with other apartments in the building.
- Remove existing wallpaper and install new feature wallpaper
- Replace doors with timber veneer solid core doors
- Install new motorised block out curtains, retain sheer track and build in pelmet

Kitchen

- Install Zip instantaneous chilled/boiling/sparkling water unit
- Overhead storage cupboards above sink, allowance for open and enclosed
- Refit drawers to pantry
- Install feature wall paneling to match hallway wall to end of kitchen joinery (facing dining room)
- Install new sheer curtains, retain track and build in pelmet



Living/Dining

- Continuation of feature timber veneer wall paneling as per mark up across to glazing, allow to integrate wall mounted TV
- Install new wall mounted storage/plinth integrated into wall paneling
- Install new sheer curtains, retain track and build in pelmet
- Remove existing light fitting and install new pendant above new dining table location

Office

- Demolish desktop, drawer units, overhead cupboard and single full height cupboard
- Retain full height cupboards (LHS) and fix new end panel to open face
- Supply and install new desking and storage. Allow for seamless cable management
- Install new feature wall paneling/wallpaper to wall behind desk
- Allow for new feature flooring (existing marble tiles laid around base units)

Laundry

- Install new brass hanging rail from wall and curve around to meet side of joinery
- Allow to install new concealed solid core door with feature paneling to exterior face to match hallway

Ceilings

- New paint finish to corridor, continue to face of surrounding bulkheads
- Allow to replace existing sprinkler flush caps with brass or solid colour caps
- Spray existing air grilles to match new ceiling paint colour
- Replace existing downlights with new trimless feature LED fittings (living/dining/kitchen/corridor TBC)
- New floating feature ceiling panel finished in a high gloss paint to living/lounge area with concealed LED halo lighting to perimeter

Balcony

- Convert existing fixed Vergola to operable, panels from kitchen door around to master bedroom
- Install exterior lighting to Vergola beams

Electrical

- Allow to relocate all power, services and aerial points to suit new layout
- Install new power outlets as required
- Allow to integrate new electrical fittings including lighting, motorised blinds and AV equipment to C-Bus system

Paint finishes

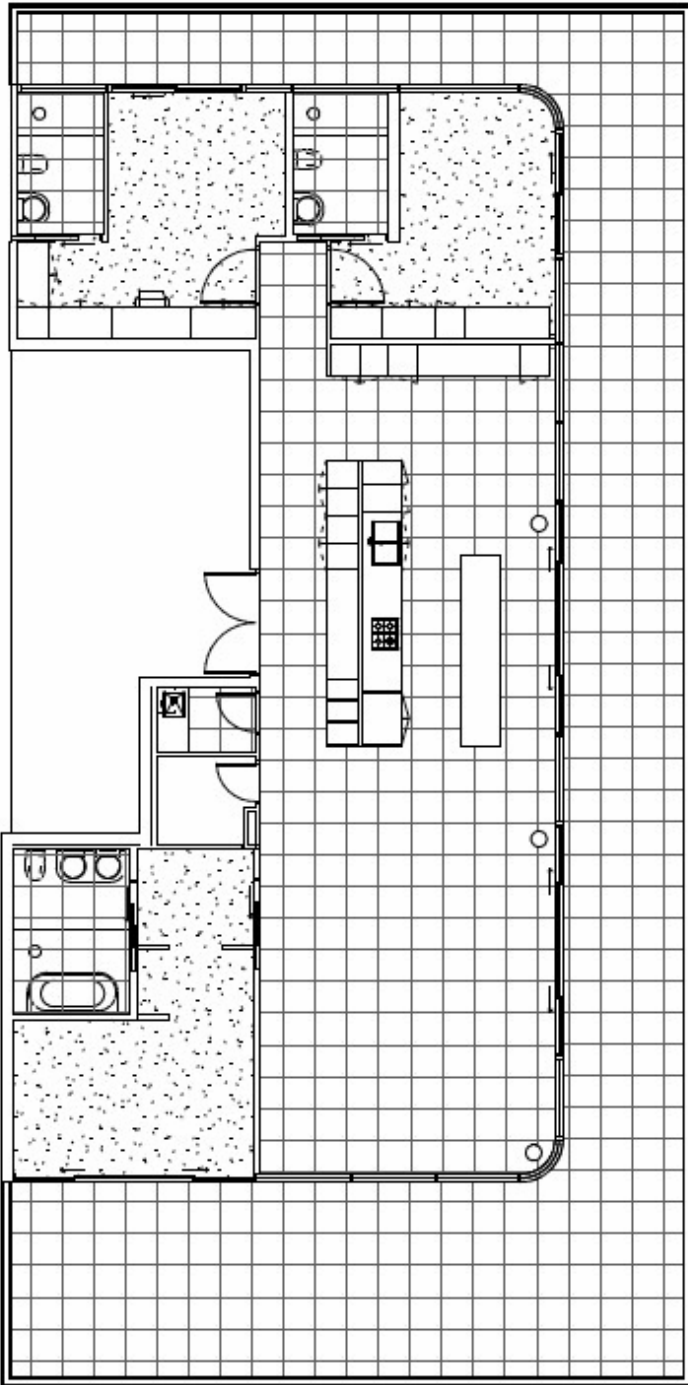
- Allow to paint walls and ceilings throughout
- Allow to refinish and paint columns

Level 13 Living Room

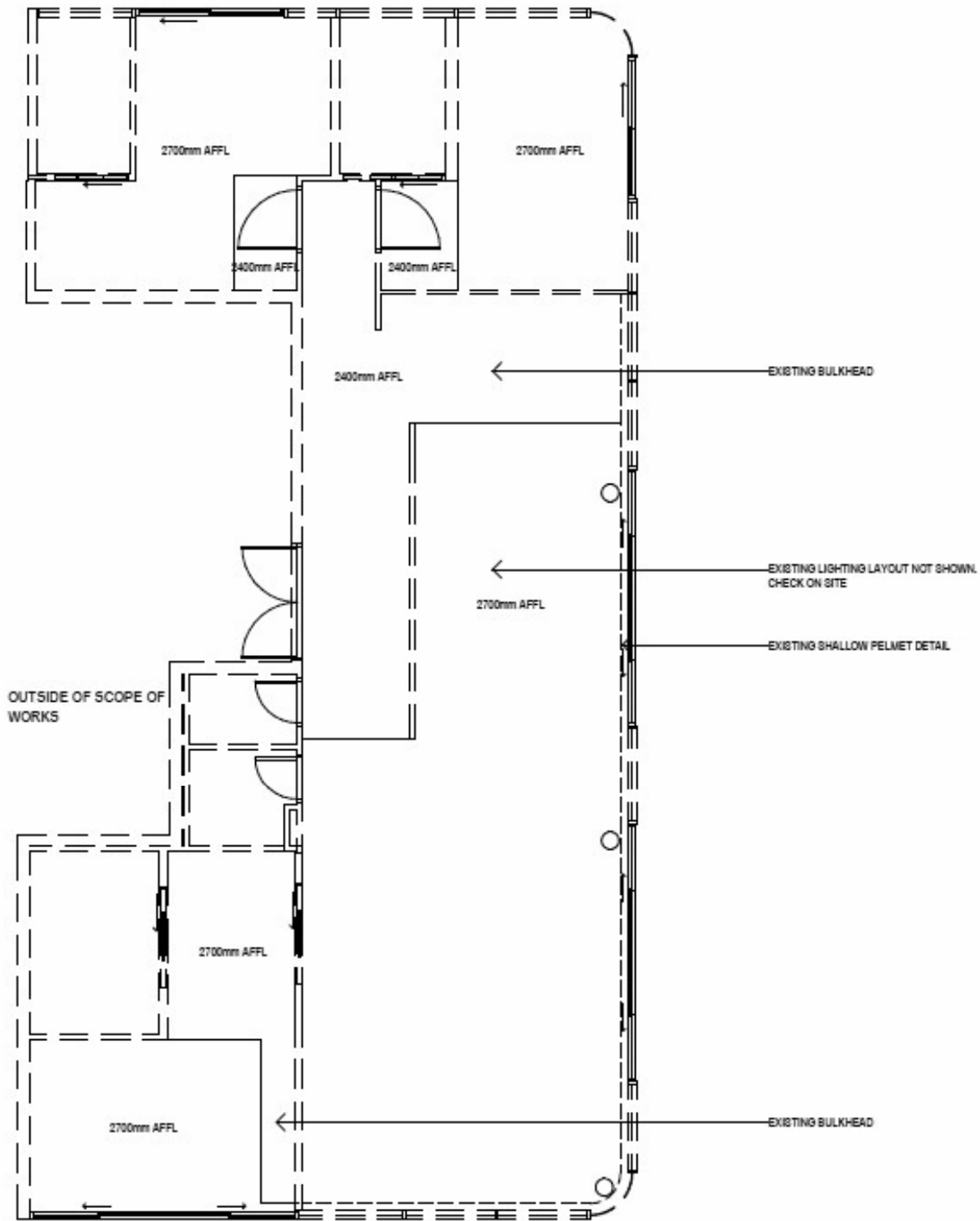
- Install new feature wall paneling with integrated wall mounted TV



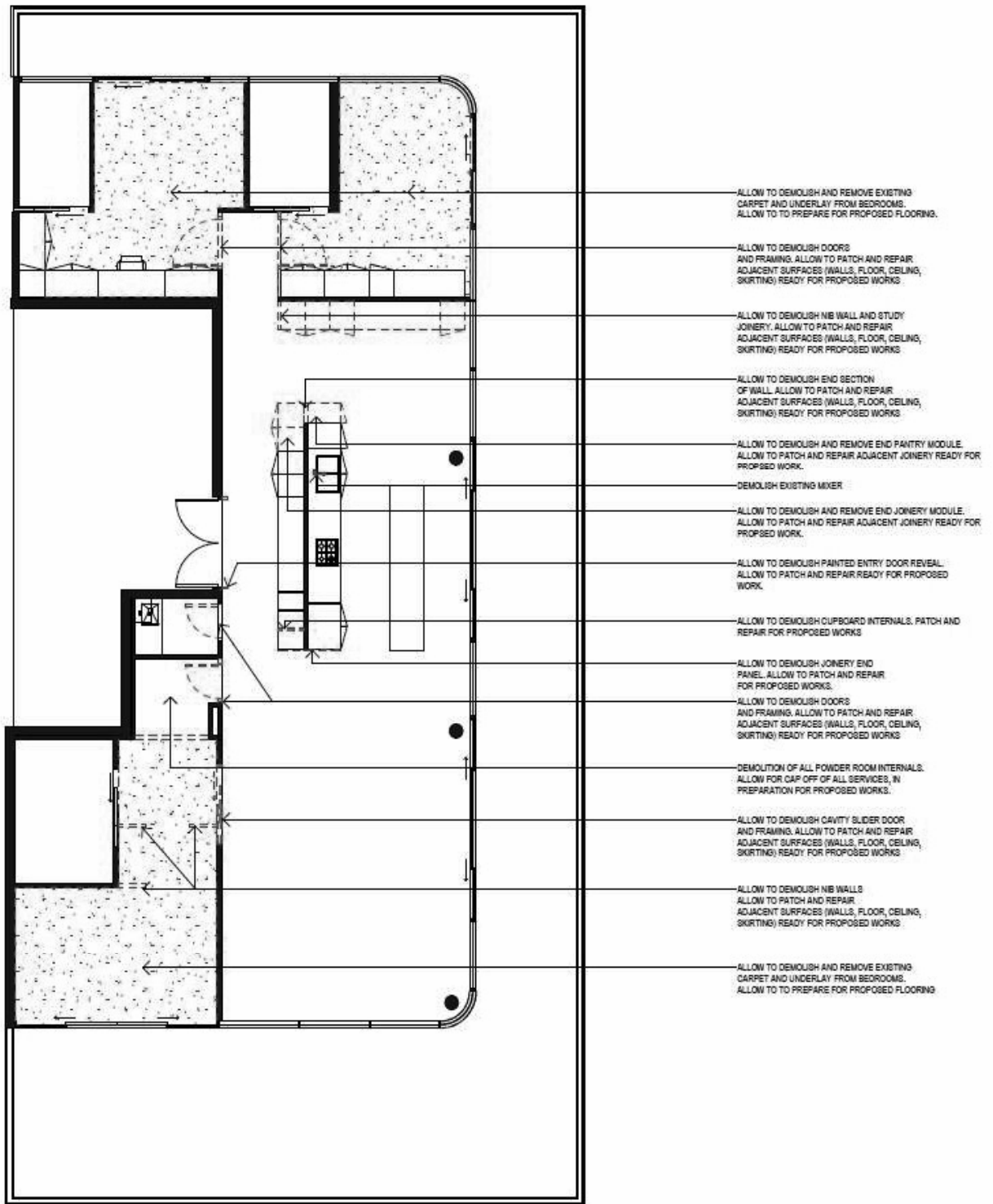
ANNEXURE "B" Plans



1 EXISTING FLOOR PLAN
1:100



2 EXISTING REFLECTED CEILING PLAN
A300 1:100



1 DEMOLITION FLOOR PLAN
A300 1 : 100

GENERAL DEMOLITION NOTES

ALL WORKS TO BE UNDERTAKEN TO COMPLY WITH AS 2601.2001 THE DEMOLITION OF STRUCTURES AND OTHER RELEVANT AUSTRALIAN STANDARDS. ALLOW FOR ALL DEMOLITION AND REMOVAL REQUIRED BY THE NEW WORKS DRAWINGS, WHETHER OR NOT EXPRESSLY NOTED ON THESE DRAWINGS.

INSPECT, REVIEW AND CONFIRM ALL WORKS ON SITE PRIOR TO COMMENCEMENT OF DEMOLITION. READ DEMOLITION DRAWINGS IN CONJUNCTION WITH PROPOSED NEW WORKS DOCUMENTS PREPARED BY STRUTT STUDIOS. CO-ORDINATE AND CONFIRM TIMING OF ALL DEMOLITION WITH SUPERINTENDENT PRIOR TO COMMENCEMENT.

ALL EXISTING FURNITURE TO BE DECONSTRUCTED AND REMOVED FROM SITE TO AN APPROVED OFFSITE LOCATION.

DE-COMMISSION OF REQUIRED SERVICES TO BE UNDERTAKEN PRIOR TO COMMENCEMENT OF DEMOLITION WORKS.

WORKS INCLUDE BUT ARE NOT LIMITED TO; DEMOLITION AND REMOVAL OF INDICATED PARTITION WALLS, GLAZING, DOORS.

WORKS ALSO TO INCLUDE DEMOLITION AND REMOVAL OF CEILING TREATMENTS, FLOORING TREATMENTS AND NON-BASE BUILDING SERVICES (MECHANICAL, ELECTRICAL, FIRE, HYDRAULIC) NOT SHOWN ON DRAWINGS.

ALL FLOOR FINISHES INSIDE SCOPE OF WORKS TO BE DEMOLISHED. FLOOR FINISHES / STRUCTURES TO BE DEMOLISHED DOWN TO RAW BUILDING SLAB. SLAB FINISH TO BE CLEAN AND FREE OF ALL RESIDUAL PRODUCTS AND FINISHES AND MAKE GOOD SLAB FOR NEW FLOOR FINISH.





DEMOLITION AND REMOVAL OF SPECIALTY FEATURES (RAISED FLOORING + IT HARDWARE) TO BE COORDINATED WITH STRUTT STUDIOS PRIOR TO COMMENCEMENT.

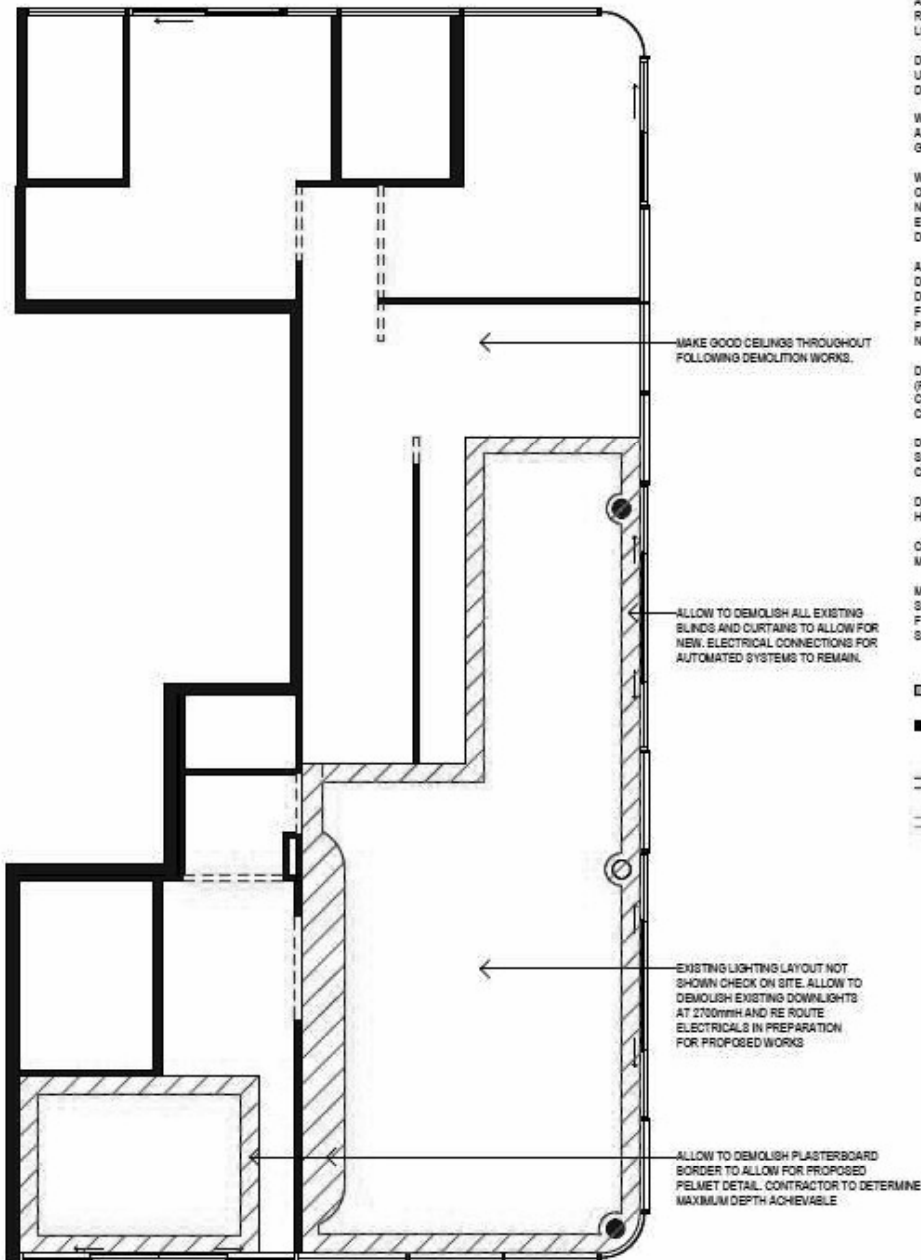
DUST SWIRLING TO BE REMOVED WITH CARE AS TO BE SUITABLE FOR REINSTATEMENT DURING CONSTRUCTION PHASE.

DEMOLISH EXISTING SIGNAGE AND ASSOCIATED HARDWARE AND MAKE GOOD DOOR FOR NEW.

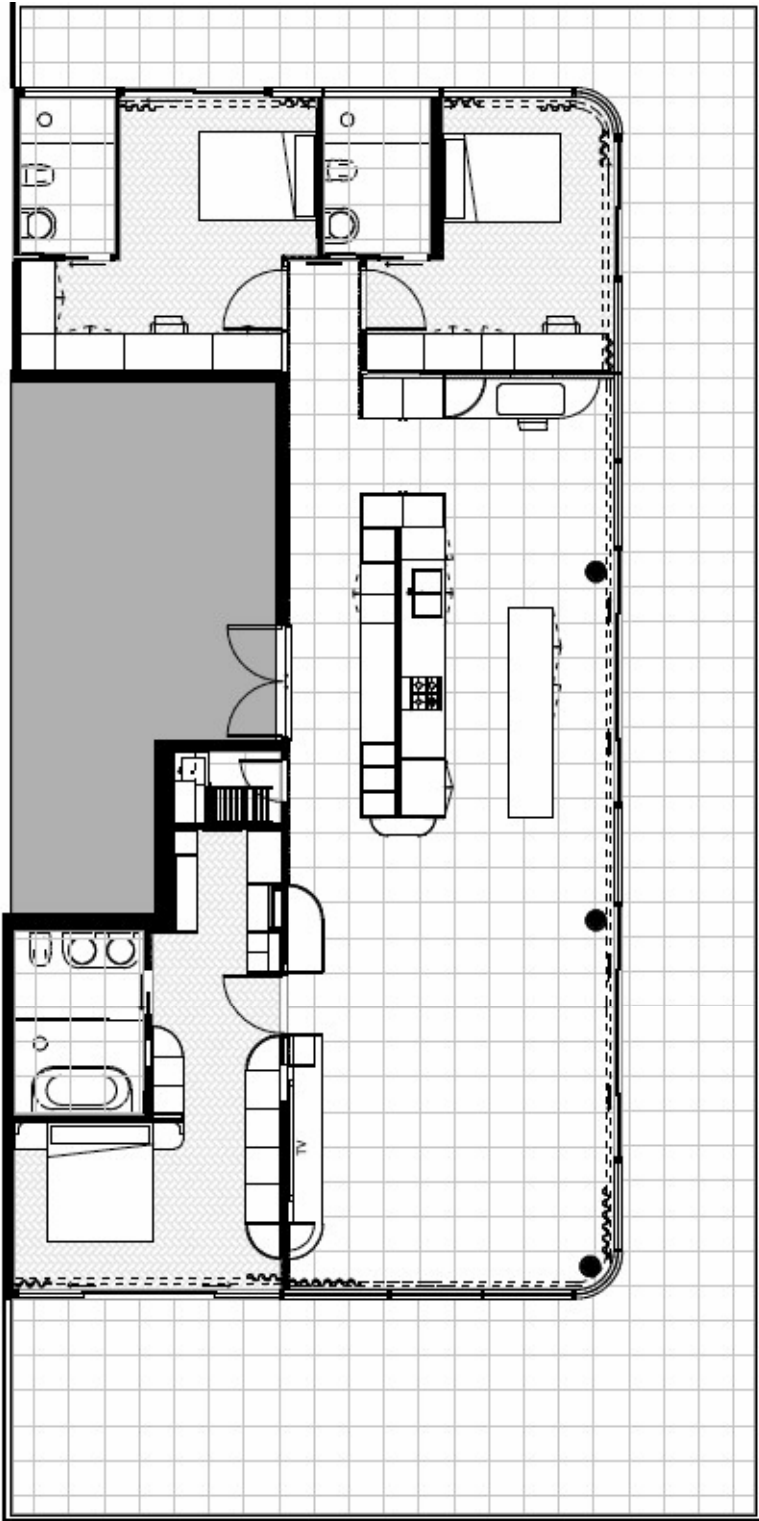
CAP OFF AND REDIRECT REDUNDANT PLUMBING AND MAKE GOOD ALL SLAB PENETRATIONS.

MAKE GOOD AND REINSTATE ALL SURROUNDING SURFACES TO MATCH EXISTING INCLUDING WALLS, FLOORS, CEILINGS, DECKS, LANDSCAPE AND BUILDING SERVICES FOLLOWING COMPLETION.

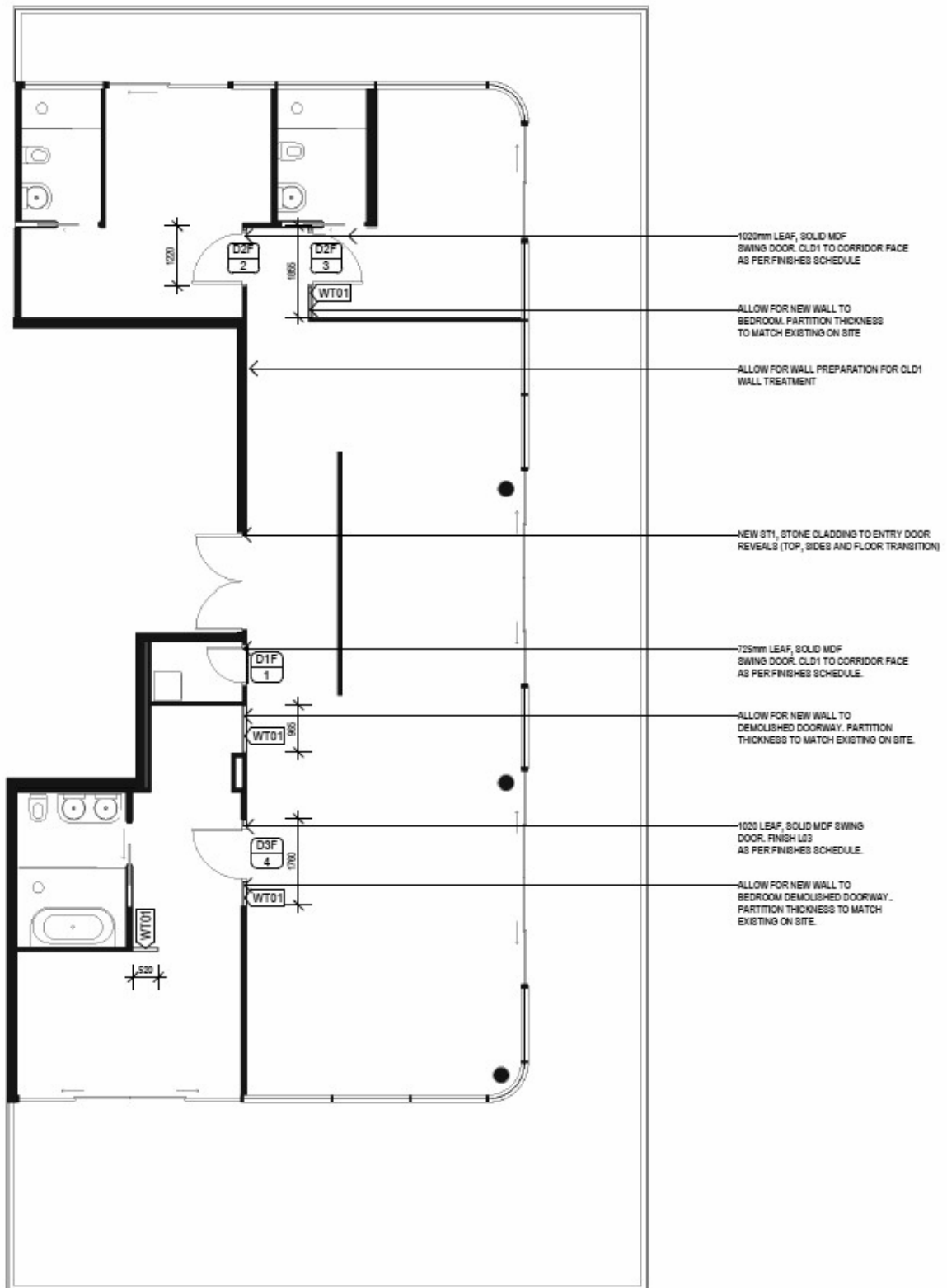
-  OUTSIDE SCOPE OF WORKS
-  EXISTING WALLS / STRUCTURE TO REMAIN
-  EXTENT OF DEMOLITION
-  EXTENT OF FURNITURE TO BE RECONFIGURED/ REPOSITIONED



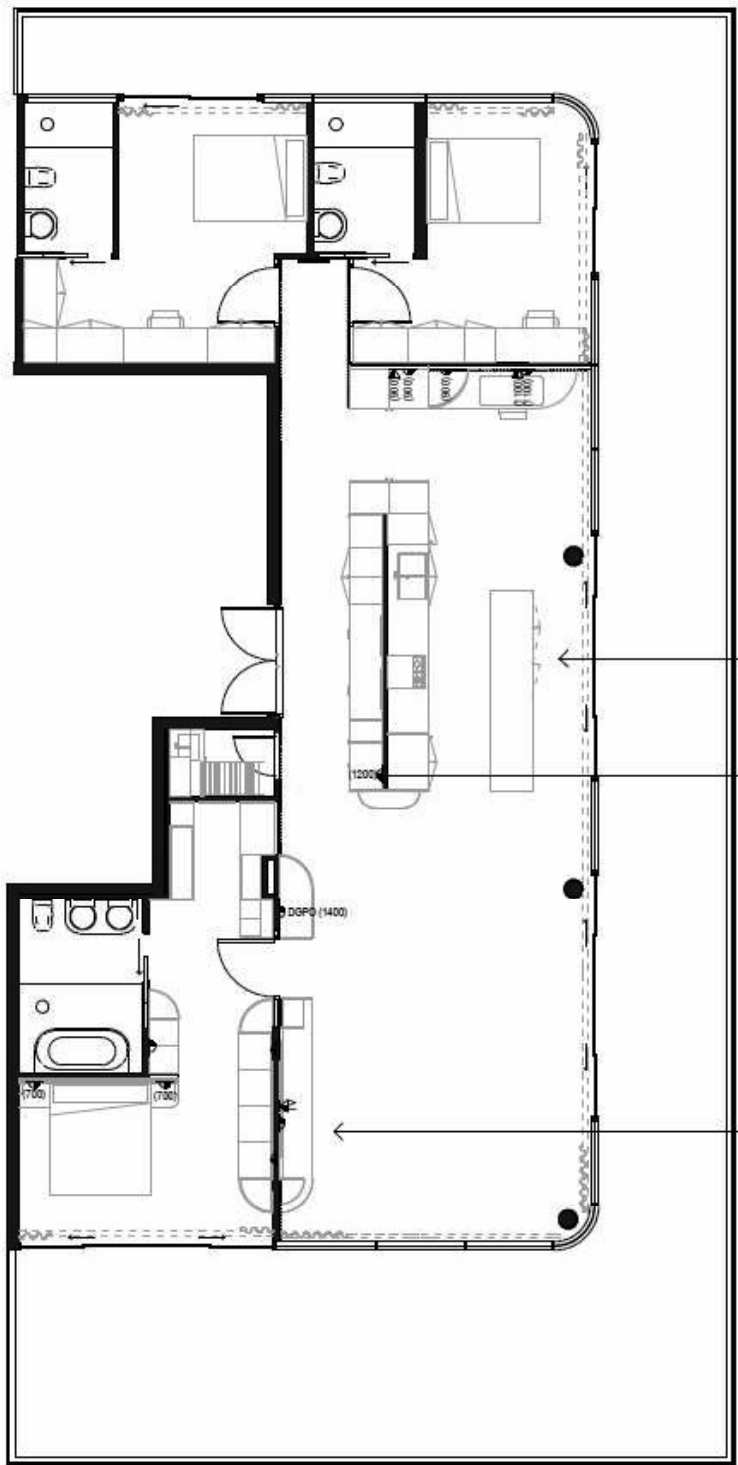
2 DEMOLITION REFLECTED CEILING PLAN
 A300 1 : 100



1 PROPOSED FLOOR PLAN
1:100



2 PARTITION SETOUT PLAN
A300 1:100



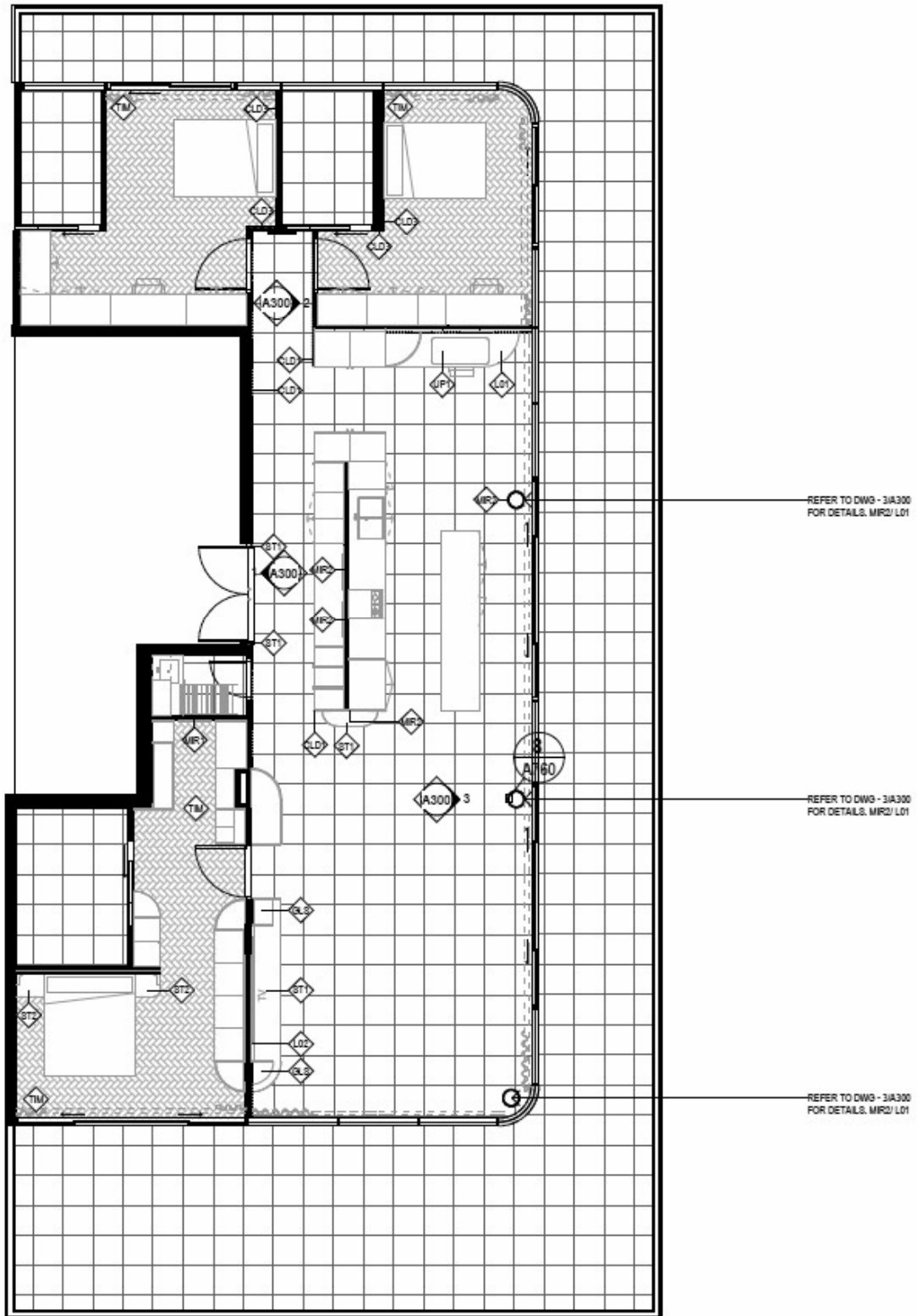
← CO-ORDINATE ELECTRICAL & DATA SCOPE OF WORKS ON SITE. ALLOW TO RELOCATE CONTROLS AS NECESSARY.

← ALL SWITCHING & ELECTRICAL DATA OUTLETS SHOWN TO BE ADDITIONAL ON TOP OF EXISTING SERVICES

← ALL SWITCHING & ELECTRICAL DATA OUTLETS INDICATIVE MINIMUM ONLY - ALL SWITCHING & ELECTRICAL DATA OUTLETS TO BE CONFIRMED WITH CLIENT. INCLUDE STANDARD SERVICES REQUIREMENT IN TENDER PRICING.

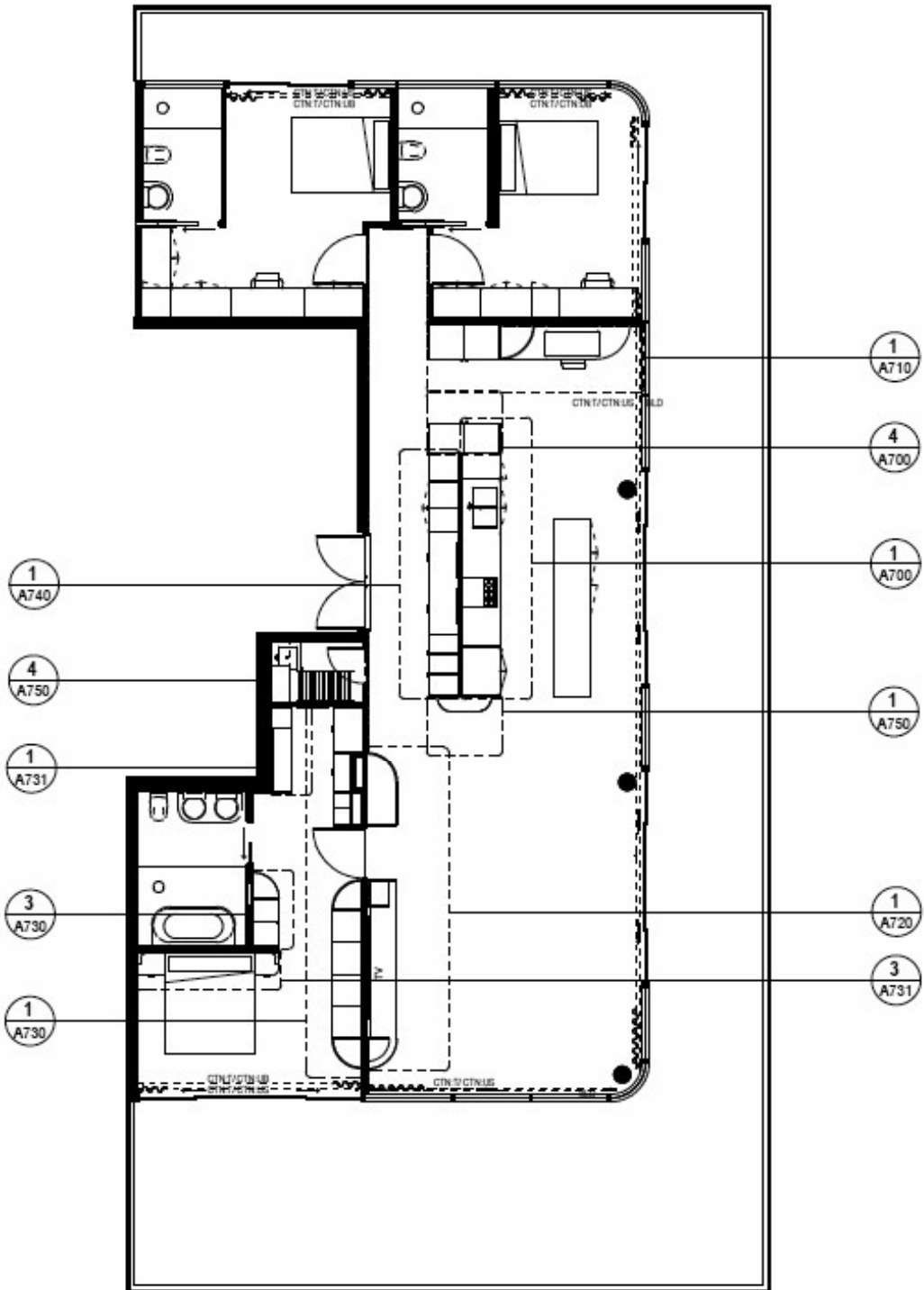
ELECTRICAL PLAN

1 : 100

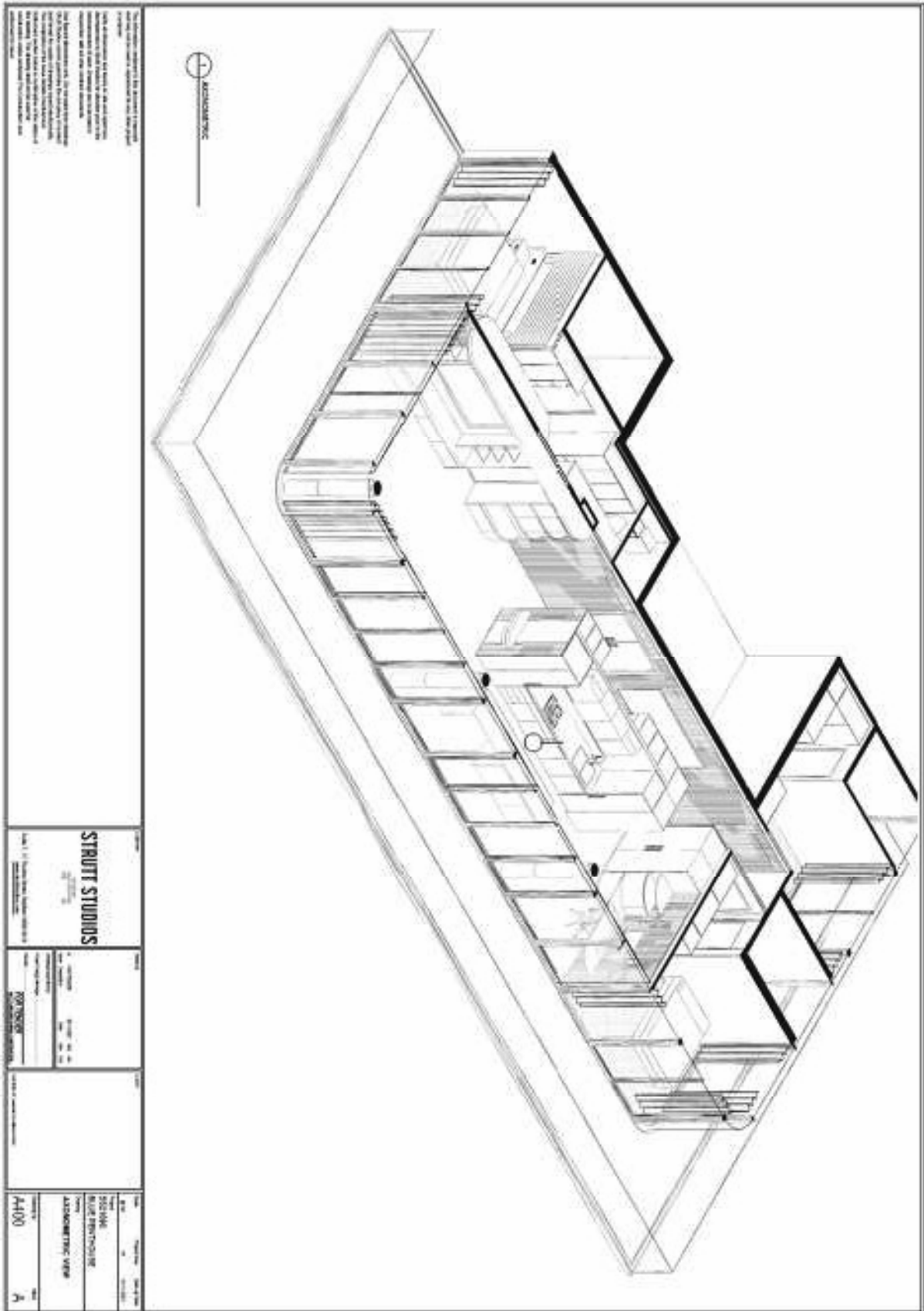


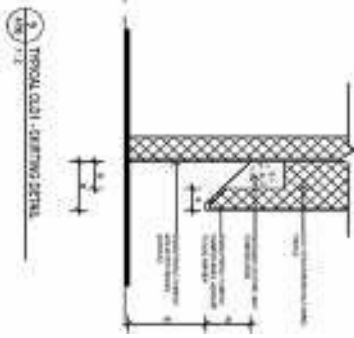
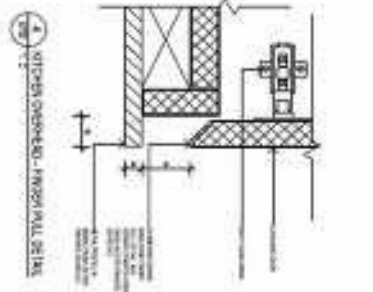
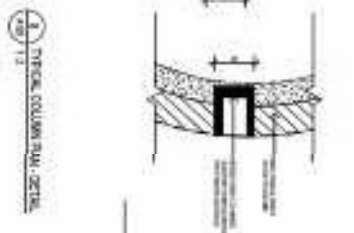
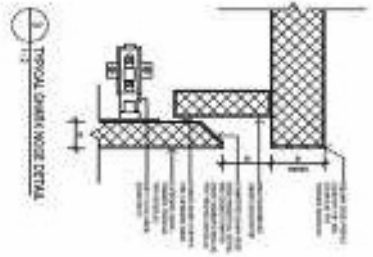
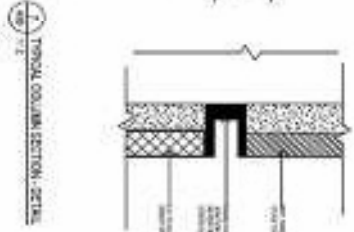
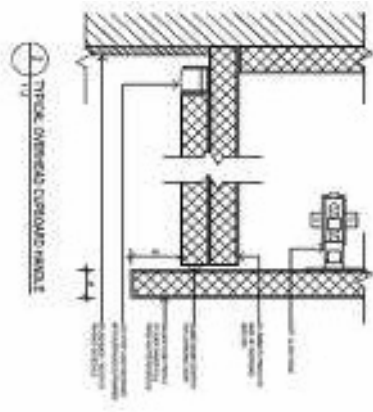
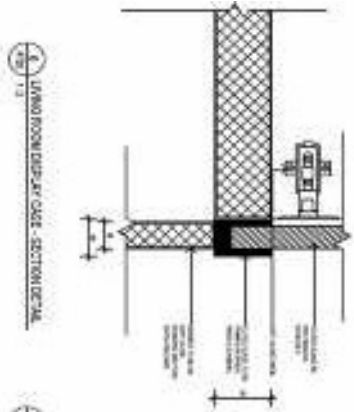
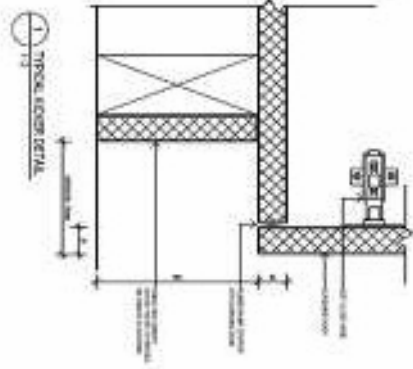
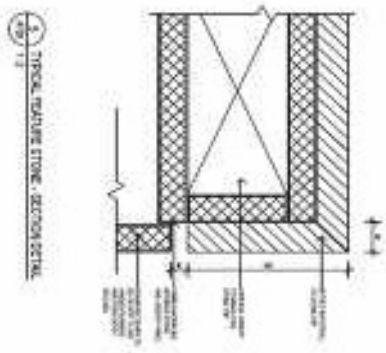
FINISHES PLAN

1 : 100



2 FITTINGS, FIXTURES & EQUIPMENT PLAN
A300 1:100





Special by-law 2: Works - Lot 48 & 55

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to confer on the Owners a special privilege to carry out the Works to the common property and exclusive use and enjoyment rights of the common property the subject of such works as set out in this by-law.
- 1.3 The rights conferred by this by-law shall enure for the benefit of the Owners.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
 - (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lots or the Building including but not limited to the local council, a court or a tribunal.
 - (c) **Building** means the building forming part of the Strata Scheme.
 - (d) **Lots** means Lot 48 and Lot 55 in the Strata Plan.
 - (e) **Owners** means the owners for the time being of the Lots.
 - (f) **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.
 - (g) **Strata Plan** means Strata Plan No 102081.
 - (h) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 61 Lavender Street, Milsons Point NSW 2061.
 - (i) **Works** means the following works to be undertaken by the Owners to the common property:
 - (i) Installation of a new door in and to the common property hallway on Level 7 of the Building directly adjacent to the entries to the Lots and in the location as specified in the plan attached at **Annexure A** to this by-law, ensuring that the door does not in any way detrimentally affect the fire safety of any part of the Building including the Lots and any other lot in the Building;
 - (ii) Any ancillary works in relation to the above; and
 - (iii) Removal of any part of the Works.

Interpretation

2.2 In this by-law, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owners includes that Owners' executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (i) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the Owners shall have:

- (a) exclusive use and enjoyment of those parts of the common property occupied by the Works;
- (b) a special privilege to carry out the Works to and on the common property.

PART 4

CONDITIONS FOR WORKS

4.1 The Owners must at all times comply with:

- (a) By-Law 13 (Carrying out building works) prior to, during and after carrying out the Works; and
- (b) the Strata Management Statement applicable to the Strata Scheme, where it applies to the Works.

Before commencement

- 4.2 Before commencing the Works, the Owners must submit the following to the strata committee of the Owners Corporation for approval:
- (a) details of the proposed dates of commencement and completion of the Works;
 - (b) all completed plans and specifications for the Works;
 - (c) a copy of all certificates of insurances by the Owners' contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - (iii) Workers' compensation insurance;
 - (d) a copy of the licence details and certification of the contractor engaged by the Owners to carry out the Works;
 - (e) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*;
 - (f) written certification from a suitably qualified consultant that the Works will not detrimentally affect the fire safety of any part of the Building, including the Lots or another lot in the Building;
 - (g) Pay a bond of \$10,000.00.
 - (h) Pay a one-off exclusive use fee for the special privilege of the common areas in the amount of \$9,375.00, as per the valuation report obtained from Property Logic dated 14th June 2023.
 - (i) upon request by the Owners Corporation, a dilapidation report:
 - (i) in writing;
 - (ii) prepared by a structural engineer who is approved by the Owners Corporation; and
 - (iii) incorporating photographs of all areas of the Building which may be affected by the Works; and
 - (j) upon request by the Owners Corporation, a report from a suitably qualified consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Building.
- 4.3 At least 48 hours prior to the commencement of the Works, the Owners shall arrange with the Owners Corporation:
- (a) suitable times and method for the Owners' contractor to access the Building; and
 - (b) suitable times and method for the parking of vehicles by the Owners' contractor whilst the Works are being carried out.

Performance of the Works

4.4 In performing the Works, the Owners must:

- (a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- (b) protect all areas of the Building adjacent to the Works from damage caused by:
 - (i) the Works;
 - (ii) the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) the removal of any part of the Works.
- (c) keep all areas of the Building outside the Lots affected by the Works and/or by the exercise of the Owners' rights under this by-law clean and tidy;
- (d) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities, between 7.30 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 3.00 pm on Saturday;
- (e) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (f) not carry out the Works on Sundays and public holidays;
- (g) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (h) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- (i) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (j) comply and ensure that the Owners' contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority and the by-laws applicable to the Strata Scheme;
- (k) ensure that any services required to operate the Works are connected to the Lots' electricity or appropriate supply;
- (l) not vary the Works without first obtaining the consent in writing of the Owners Corporation and, where required, any Authority; and

- (m) promptly repair any damage to another lot or part of the common property caused by the Works.

4.5 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
- (c) in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
- (d) in accordance with the drawings and specifications approved by the Owners Corporation and, where applicable, an Authority;
- (e) in accordance with the *Home Building Act 1989* and all other relevant laws including but without limitation the *Design and Building Practitioners Act 2020* (where applicable) and all laws in relation to fire safety;
- (f) using materials that are new and fit for the purposes to which those materials are put;
- (g) by appropriately licensed contractors;
- (h) with due diligence and within the time stipulated in this by-law or, if no time is stipulated, within a reasonable time;
- (i) in a manner so as to result in the Works being reasonably fit for occupation; and
- (j) in a manner that is in keeping with the amenity and external appearance of the Building.

Completion of the Works

4.6 Upon completion of the Works, the Owners must, without unreasonable delay:

- (a) notify the Owners Corporation in writing that the Works have been completed;
- (b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;
- (c) where applicable, provide to the Owners Corporation a copy of any certificate (including any occupation certificate) or other document issued by any Authority in respect of the Works; and
- (d) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

- 5.1 The Owners must at the Owners' cost:
- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
 - (b) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owners obtain separate approval from the Owners Corporation to carry out such alterations, additions or works;
 - (c) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair and must renew or replace such common property as required from time to time;
 - (d) properly maintain and keep the Works the subject of this by-law in a state of good and serviceable repair and must renew or replace the Works as required from time to time;
 - (e) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lots, another lot or the common property;
 - (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
 - (g) remain liable for any damage to the Lots, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
 - (h) pay to or reimburse the Owners Corporation any reasonable additional costs of the Owners Corporation incurred in relation to the carrying out of any additional or different fire safety inspection on Level 7 of the Building and arising as a direct result of the door being installed as part of the Works;
 - (i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

- 5.2 Should the Owners fail to comply with any obligation under this by-law:
- (a) the Owners Corporation may request, in writing, that the Owners comply with the terms of the by-law and the Owners must take all reasonable steps to comply with the Owners Corporation's request;

- (b) without prejudice to any other rights, the Owners Corporation may carry out any reasonable work to rectify the Owners' breach of this by-law;
- (c) the Owners must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owners' breach of this by-law; and
- (d) the Owners Corporation may recover from the Owners, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owners' breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Works

- 5.3 The Works shall be carried out at the cost of the Owners and shall remain the property of the Owners.

Cost of By-law, Approvals and Certification

- 5.4 The Owners shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) the drafting, consideration, approval and registration of this by-law and the payment of all legal and strata managing agent fees applicable to the drafting, consolidation, approval and registration of this by-law;
 - (b) approving any plans, drawings or other documentation for the Works; and
 - (c) obtaining and considering any certification in relation to the Works.

Applicability

- 5.5 In the event that the Owners desire to remove the Works installed under this by-law (or otherwise), the provisions of Parts 4 and 5 shall also apply in relation to that removal.



Applicant:

**E. Lo & Co
PO Box 768
Chatswood NSW 2057**

**PLANNING CERTIFICATE UNDER
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

**Cert. No.: 9652/02
Page No.: 1 of 12**

Parcel No: 68972

Date: 02/10/2025
Receipt No.:
Your REF: 2510267

Property Description:

**Unit 802 61 Lavender Street MILSONS
POINT NSW 2061
LOT: 57 SP: 102081**

Owner (as recorded by council):

**Sherena Tu & Jung-Wen Hsu
30 Westleigh Lane
NEUTRAL BAY NSW 2089**

Following is your Planning Certificate issued by North Sydney Council under section 10.7 (2) of the Environmental Planning and Assessment Act ,1979 (EP&A Act). Information contained within this Certificate is based on data from Council's records as it existed at the date of this Certificate.

Council gives notice that the information supplied herein marked with an asterisk (*), has been compiled by Council from sources outside of Council's control. While Council has provided the information herein with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

The Title information shown on this Certificate has been obtained from the Land and Property Information NSW, therefore Council cannot guarantee accuracy. Where this Certificate refers to a specific allotment (or allotments) within a strata plan the Certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the Certificate may relate to the whole or any part of the strata plan.

Where a particular matter has been unanswered or has not been elaborated upon, such silence should not be interpreted as a meaning or inferring either a negative or positive response as the case may be.

Please note that the accuracy of the information contained within this Certificate may change after the date of this Certificate due to changes in legislation, planning controls or the environment of the land.

Should you have any enquiries, please contact the Council's Customer Service Centre on 02 9936 8100.



THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(2) OF THE EP&A ACT, 1979 AND SCHEDULE 2 TO THE EP&A REGULATION 2021, AS IT RELATES TO THE SUBJECT LAND

1. APPLICABLE ENVIRONMENTAL PLANNING INSTRUMENTS

1.1. STATE ENVIRONMENTAL PLANNING POLICIES*

SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Housing) 2021
SEPP (Industry and Employment) 2021
SEPP (Planning Systems) 2021
SEPP (Precincts-Eastern Harbour City) 2021
SEPP (Primary Production) 2021
SEPP (Resilience and Hazards) 2021
SEPP (Resources and Energy) 2021
SEPP (Sustainable Buildings) 2022
SEPP (Transport and Infrastructure) 2021

Note. Summaries of the SEPPs are provided on the Department of Planning's website at: www.planning.nsw.gov.au

1.2. DRAFT STATE ENVIRONMENTAL PLANNING POLICIES*

Draft Amendment to SEPP (Transport and Infrastructure) 2021 - Chapter 4 Major Infrastructure Corridors

An Explanation of Intended Effect (EIE) to outline proposed amendments to Chapter 4 of the Transport and Infrastructure SEPP – exhibition 22 August 2022 to 19 September 2022.

Draft Amendment to SEPP (Housing) 2021

A Draft amendment to the Housing SEPP in conjunction with amendments to the Local Government and Environmental and Planning Assessment Regulations to improve the planning framework for caravan parks, camping grounds, manufactured home estates and moveable dwellings – exhibition 17 November 2023 to 15 December 2023.

Draft Amendment to SEPP (Transport and Infrastructure) 2021, SEPP (Precincts - Western Parkland City) 2021 and SEPP (Planning Systems) 2021

An Explanation of Intended Effect (EIE) has been prepared seeking to implement a number of amendments to 3 SEPPs to improve planning processes and to deliver infrastructure faster.

The proposed changes will:

- make it easier to deliver infrastructure at the right time, including speeding up planning for projects that benefit the community, create jobs and support economic growth;
- ensure residential amenity, heritage items and the environment are protected from impacts of infrastructure delivery;
- create a consistent approach between different infrastructure activities with similar characteristics and impacts; and
- improve the usability of the T&I SEPP.

Exhibition of the EIE is occurring between 6 March 2024 to 16 April 2024.

Explanation of Intended Effect: Cultural State Environmental Planning Policy

An Explanation of Intended Effect (EIE) has been prepared to amend the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy. It builds on changes from the government's recent Vibrancy Reforms. The State Government is also seeking feedback on two new associated guidelines:



- Guideline for Late Night Hours of Operation for Food and Drink Premises
- Guide to Planning Pathways for Community Events.

Exhibition - 15 November 2024 to 13 December 2024.

Partially implemented 26 September 2025.

Draft Amendment to State Environmental Planning Policy (Biodiversity and Conservation) 2021

An Explanation of Intended Effect (EIE) has been prepared to amend Chapter 2 – Vegetation in non-rural areas of the Biodiversity and Conservation SEPP to discourage people and industry from illegally clearing trees and vegetation. It is proposed to do this by:

- improving the penalty and compliance framework and closing potential loopholes
- recognising the positive local values trees can provide by providing practical guidance that supports consistent decision making about tree clearing requests

Exhibition 23 April 2025 to 19 June 2025.

Rezoning Proposal to amend North Sydney Local Environmental Plan 2013 – 1-7 Rangers Road and 50 Yeo Street, Neutral Bay

On 25 July 2025 a State Significant Development (SSD) application (SSD-82875708) with a concurrent Rezoning Proposal was lodged with the Department of Planning, Housing and Infrastructure as it relates to land at 1-7 Rangers Road and 50 Yeo Street, Neutral Bay.

The concurrent Rezoning Proposal seeks to amend the planning controls under North Sydney Local Environmental Plan 2013 as they relate to the subject land. In particular, the Rezoning Proposal seeks to amend North Sydney Local Environmental Plan 2013 as follows:

- Increase the maximum building height from part 26m and part 31m to part 31m and part 44m; and
- Decrease the minimum Non-residential Floor Space Ratio from 1.8:1 to 1.5:1

The SSD and concurrent Rezoning Proposal are on public exhibition from 12 August 2025 to 8 September 2025. Copies of the exhibited documentation can be found at the following address:

<https://www.planningportal.nsw.gov.au/major-projects/projects/mixed-use-development-rangers-road-yeo-street>

If supported, it is understood that the amendments to North Sydney Local Environmental Plan 2013 will be implemented by a self-repealing State Environmental Planning Policy.

North Sydney Council is not the consent authority for the SSD, nor the relevant plan making authority in relation to the concurrent Rezoning Proposal. The public exhibition of the SSD and concurrent Rezoning Proposal and their subsequent assessment and determination steps are being undertaken by the Department of Planning, Housing and Infrastructure. Enquiries regarding the SSD and concurrent Rezoning Proposal are to be directed to the Department of Planning, Housing and Infrastructure.

Rezoning Proposal to amend North Sydney Local Environmental Plan 2013 – 270 Pacific Highway, Crows Nest

On 4 July 2025 a State Significant Development (SSD) application (SSD-79658964) with a concurrent Rezoning Proposal was lodged with the Department of Planning, Housing and Infrastructure as it relates to land at 270 Pacific Highway, Crows Nest.

The concurrent Rezoning Proposal seeks to amend the planning controls under North Sydney Local Environmental Plan 2013 as they relate to the subject land. In particular, the Rezoning Proposal seeks to amend North Sydney Local Environmental Plan 2013 as follows:

- Decrease the minimum Non-residential Floor Space Ratio from 5.6:1 to 1:1

The SSD and concurrent Rezoning Proposal are on public exhibition from 7 August 2025 to 3 September 2025. Copies of the exhibited documentation can be found at the following address:



<https://www.planningportal.nsw.gov.au/major-projects/projects/270-pacific-hwy-crows-nest-btr>

If supported, it is understood that the amendments to North Sydney Local Environmental Plan 2013 will be implemented by a self-repealing State Environmental Planning Policy.

North Sydney Council is not the consent authority for the SSD, nor the relevant plan making authority in relation to the concurrent Rezoning Proposal. The public exhibition of the SSD and concurrent Rezoning Proposal and their subsequent assessment and determination steps are being undertaken by the Department of Planning, Housing and Infrastructure. Enquiries regarding the SSD and concurrent Rezoning Proposal are to be directed to the Department of Planning, Housing and Infrastructure.

Note. Summaries of the draft SEPPs are provided on the Department of Planning's website at: www.planning.nsw.gov.au

1.3. LOCAL ENVIRONMENTAL PLANS

North Sydney Local Environmental Plan 2013

Published on the NSW legislation website on 2 August 2013 and came into force on 13 September 2013, as amended.

1.4. DRAFT LOCAL ENVIRONMENTAL PLANS

Planning Proposal 6/21 to amend North Sydney Local Environmental Plan 2013 – 52 McLaren Street, North Sydney (Dept of Planning Ref: PP-2021-5024)

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 52 McLaren Street, North Sydney. In particular, the proposed amendments include:

- amend the maximum building height from RL 110m to part RL 107m and RL 156m (8 and 24 storeys respectively);
- impose a maximum overall Floor Space Ratio of 5.3:1; and
- amend the minimum non-residential FSR from 0.5:1 to 1:1.

The Planning Proposal is accompanied by a draft Voluntary Planning Agreement (VPA) that proposes to deliver a number of public benefits to the value of approximately \$12.5 million and a site-specific draft amendment to *North Sydney Development Control Plan 2013* to provide further guidance on an appropriate built form outcome.

The Planning Proposal, draft VPA and draft DCP amendment will be on public exhibition from Monday 2 December 2024 to Friday 24 January 2025.

Planning Proposal 4/23 to amend North Sydney Local Environmental Plan 2013 – 183-185 Military Road, Neutral Bay (Dept of Planning Ref: PP-2023-699)

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 183-185 Military Road, Neutral Bay. In particular, the proposed amendments include:

- Increasing the maximum building height from 16m (5 storeys) to 43m (12 storeys); and
- increase the minimum non-residential FSR from 0.5:1 to 2:1.

The Planning Proposal will be on public exhibition from Friday 6 June 2025 to Tuesday 8 July 2025.

Note. Due to Council not supporting the progression of this Planning Proposal at its meeting of 27 November 2023, the public exhibition of the Planning Proposal and its subsequent plan making steps are



being facilitated by the Sydney North Planning Panel, which forms a division of the Department of Planning Housing and Infrastructure.

1.5. DEVELOPMENT CONTROL PLANS*

North Sydney Development Control Plan 2025

North Sydney Development Control Plan 2025 as adopted by Council on 28 July 2025 and came into effect on 22 September 2025, as amended. *North Sydney Development Control Plan 2025* applies to all land to which *North Sydney Local Environmental Plan 2013* applies.

1.6. DRAFT DEVELOPMENT CONTROL PLANS*

Nil.

2. ZONING AND PERMISSIBLE USES

North Sydney Local Environmental Plan 2013

Zone: MU1 – Mixed Use

Permitted without consent

Nil

Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Sex services premises; Shop top housing; Signage; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals

Prohibited

Any other development not specified above, is prohibited in the zone

Exempt Development

Development for the purposes set out in clause 3.1 of *North Sydney Local Environmental Plan 2013* is exempt development, which may be carried out within the zone without the need for development consent.

Complying Development

Development for the purposes set out in clause 3.2 of *North Sydney Local Environmental Plan 2013* is complying development, which may be carried out within the zone without the need for development consent, provided that a complying development certificate is obtained.

Additional prohibited uses

The land IS SUBJECT TO clause 2.9 to *North Sydney Local Environmental Plan 2013* which prohibits canal estate development on any land to which *North Sydney Local Environmental Plan 2013* applies.

Development Consent MAY BE REQUIRED for the DEMOLITION of all or part of any building on the subject land under *North Sydney Local Environmental Plan 2013*. Refer to *SEPP (Exempt and Complying Development Codes) 2008* and Clause 3.1 under *North Sydney Local Environmental Plan 2013*.



2.1. DWELLING HOUSE RESTRICTIONS

North Sydney Local Environmental Plan 2013 DOES NOT set minimum land dimensions for the erection of a dwelling house on the subject land.

2.2. HERITAGE CONTROLS

State Environmental Planning Policy (Biodiversity and Conservation) 2021

The subject land IS NOT identified as containing a HERITAGE ITEM under *Chapter 6 - Water Catchments to SEPP (Biodiversity and Conservation) 2021*.

North Sydney Local Environmental Plan 2013

The subject land IS NOT WITHIN A CONSERVATION AREA, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.

The subject land IS NOT identified as containing A HERITAGE ITEM, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.

2.3. BIODIVERSITY VALUE

The subject land DOES NOT include or comprise an area of OUTSTANDING BIODIVERSITY VALUE under the *Biodiversity Conservation Act 2016*.

3. INFRASTRUCTURE CONTRIBUTIONS

LOCAL INFRASTRUCTURE CONTRIBUTIONS

North Sydney Local Infrastructure Contributions Plan 2020. Local infrastructure contributions plan made under sections 7.11 and 7.12 of the Environmental Planning and Assessment Act 1979, applying to all development in the North Sydney local government area. Effective from 1 March 2021.

HOUSING AND PRODUCTIVITY CONTRIBUTIONS

The subject land IS LOCATED within the *Greater Sydney Region* as shown on the map marked "*Housing and Productivity Contributions Regions Map*" to which the *Environmental Planning and Assessment Amendment (Housing and Productivity Contribution) Order 2023* applies.

SPECIAL CONTRIBUTIONS AREAS

The subject land is NOT LOCATED within a Special Contributions Area.

4. COMPLYING DEVELOPMENT*

Note. *This part of the Planning Certificate only addresses matters raised in Clauses 1.17A(1)(c)-(e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other relevant requirements of State Environmental Planning Policy (Exempt and Complying*



Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Information pertaining to the extent of the subject land that is only partly affected by a land exclusion under clauses 1.17A(1)(c)-(e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, is not provided within this Planning Certificate. It is your responsibility to determine the extent of the land where complying development can or cannot be undertaken for the purpose of this Policy. This information can be obtained by visiting Council's offices at 200 Miller Street, North Sydney, Council's website: www.northsydney.nsw.gov.au or contacting Council on 9936 8100.

Housing Code

Complying development types specified within the Housing Code under Part 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Rural Housing Code

Complying development types specified within the Rural Housing Code under Part 3A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Housing Alterations Code

Complying development types specified within the Housing Alterations Code under Part 4 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

General Development Code

Complying development types specified within the General Development Code under Part 4A *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Industrial and Business Alterations Code

Complying development types specified within the Industrial and Business Alterations Code under Part 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Industrial and Business Buildings Code

Complying development types specified within the Industrial and Business Buildings Code under Part 5A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Subdivisions Code

Complying development types specified within the Subdivisions Code under Part 6 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Demolition Code

Complying development types specified within the Demolition Code under Part 7 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Fire Safety Code

Complying development types specified within the Fire Safety Code under Part 8 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Container Recycling Facilities Code



Complying development types specified within the Container Recycling Facilities Code under Part 5B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Low Rise Housing Diversity Code

Complying development types specified within the Low Rise Housing Diversity Code under Part 3B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Greenfield Housing Code

Complying development types specified within the Greenfield Housing Code under Part 3C of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Agritourism and Farm Stay Accommodation Code

Complying development types specified within the Agritourism and Farm Stay Accommodation Code under Part 9 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Pattern Book Development Code

Complying development types specified within the Pattern Book Development Code under Part 3BA of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

5. EXEMPT DEVELOPMENT*

Note. *This part of the Planning Certificate only addresses matters raised in Clauses 1.16(1)(b1)-(d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other relevant requirements of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that the undertaking of those exempt development works are not lawful and may be subject to development control orders under the Environmental Planning and Assessment Act, 1979. Information pertaining to the extent of the subject land that is only partly affected by a land exclusion under clauses 1.16(1)(b1)-(d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, is not provided within this Planning Certificate. It is your responsibility to determine the extent of the land where exempt development can or cannot be undertaken for the purpose of this Policy. This information can be obtained by visiting Council's offices at 200 Miller Street, North Sydney, Council's website: www.northsydney.nsw.gov.au or contacting Council on 9936 8100.*

General Exempt Development Code

Exempt development types specified within the General Exempt Development Code under Division 1 to Part 2 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Advertising and Signage Exempt Development Code

Exempt development types specified within the Advertising and Signage Exempt Development Code under Division 2 to Part 2 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

Temporary Uses and Structures Exempt Development Code

Exempt development types specified within the Temporary Uses and Structures Exempt Development Code under Division 3 to Part 2 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* MAY BE UNDERTAKEN ON THE SUBJECT LAND.

6. AFFECTED BUILDING NOTICES & BUILDING RECTIFICATION ORDERS*



Council is NOT AWARE of any *Affected Building Notice*, *Building Product Rectification Order* or *Intention to make a Building Product Rectification Order* made under the *Building Products (Safety) Act 2017* applying to the subject land.

7. LAND RESERVED FOR ACQUISITION*

The subject land is NOT SUBJECT to any reservation for LAND ACQUISITION by a public authority for any purpose under any environmental planning instrument applying to the land as set out in this certificate.

8. ROAD WIDENING AND ROAD REALIGNMENT*

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under the *Roads Act 1993*.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any environmental planning instrument.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any Council resolution.

9. FLOOD RELATED DEVELOPMENT CONTROLS

Is the whole or part of the land located within a Flood Planning Area and subject to flood related development controls?

NO.

Is the whole or part of the land located between the Flood Planning Area and the probable maximum flood and subject to flood related development controls?

NO.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS*

The subject land is NOT AFFECTED by a policy, adopted by the Council or adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, coastal hazards, sea level rise or any other risk (excluding flooding).

11. BUSHFIRE PRONE LAND*

The subject land is NOT IDENTIFIED as BUSHFIRE PRONE LAND on Council's Bushfire Prone Land Map as certified by the NSW Rural Fire Service Commissioner pursuant to the requirements under the of the *Rural Fires Act 1997* and *Environmental Planning and Assessment Act 1979*.

12. LOOSE FILL ASBESTOS INSULATION*



Loose-fill Asbestos Insulation

The Building Commission NSW maintains a Register of homes that are known to be affected by loose-fill asbestos insulation (sometimes called “Mr Fluffy” insulation). Loose-fill asbestos is easy to disturb and can become airborne and it is then easily inhaled. Inhaling asbestos fibres can result in serious illness including asbestosis, lung cancer and mesothelioma. The use of loose-fill asbestos insulation was banned in 1980.

Council has NO RECORD of the subject land being identified on the Building Commission NSW’s Loose-Fill Asbestos Insulation Register.

Whilst not identified on the Loose-Fill Asbestos Insulation Register, you should make your own enquiries as to the age of the buildings on the land to which this certificate relates and if it contains a building constructed prior to 1980, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building’s occupants.

You are advised to contact the Building Commission NSW for more information:

<https://www.nsw.gov.au/housing-and-construction/safety-home/loose-fill-asbestos-insulation>

Note: Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting which may have been used at this site.

13. MINE SUBSIDENCE*

The subject land is NOT PROCLAIMED as a MINE SUBSIDENCE DISTRICT within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14. PAPER SUBDIVISION INFORMATION*

Council is NOT AWARE of a DEVELOPMENT PLAN adopted by a relevant authority or proposed to be subject to a ballot applying to the subject land pursuant to Clause 6 to Schedule 7 of the Environmental Planning and Assessment Act, 1979.

Council is NOT AWARE of a SUBDIVISION ORDER applying to the subject land pursuant to Clause 3 to Schedule 7 of the Environmental Planning and Assessment Act, 1979.

15. PROPERTY VEGETATION PLANS*

Council is NOT AWARE of the subject land being subject to a Property Vegetation Plan enforced under the Native Vegetation Act 2003.

16. BIODIVERSITY STEWARDSHIP SITES*

Council is NOT AWARE of the land being identified as a Biobanking Stewardship Site under a Biobanking Agreement enforced under Part 5 of the Biodiversity Conservation Act 2016.

17. BIODIVERSITY CERTIFIED LAND*

Council is NOT AWARE of the land comprising Biodiversity Certified Land as conferred by the Minister for Planning under the provisions of Part 8 of the Biodiversity Conservation Act 2016.



18. TREE DISPUTE ORDERS*

Council is NOT AWARE of the subject land being subject to an ORDER issued under the Trees (Disputes Between Neighbours) Act 2006.

19. COASTAL PROTECTION*

Council is NOT AWARE of the current or previous owners of the subject land having consented 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 that Act).

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as sea walls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the Local Government Act 1993.

20. WESTERN SYDNEY AEROTROPOLIS*

State Environmental Planning Policy (Precincts – Western Sydney Parkland City) 2021 DOES NOT APPLY to the subject land.

21. SENIORS HOUSING*

Council is NOT AWARE of the land (or part of the land) being the subject of a development consent which contains conditions imposed in relation to clause 88(2) of *State Environmental Planning Policy (Housing) 2021* or clause 18(2) of former *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

22. AFFORDABLE RENTAL HOUSING*

Council is NOT AWARE of the land (or part of the land) being the subject of a Site Compatibility Certificate issued pursuant to clause 39 of *State Environmental Planning Policy (Housing) 2021* or clause 37 to former *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

Council is NOT AWARE of the land (or part of the land) being the subject of a development consent which contains conditions imposed pursuant to clauses 21(1) or 40(1) to *State Environmental Planning Policy (Housing) 2021* or clauses 17(1) or 38(1) to *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. WATER & SEWERAGE SERVICES*

Council is NOT AWARE of any water or sewerage services that are provided to, or proposed to be provided to the subject land (or part of the subject land) pursuant to the provisions of the *Water Industry Competition Act 2006*.

24. SPECIAL ENTERTAINMENT PRECINCTS*

The subject land is NOT LOCATED within a Special Entertainment Precinct within the meaning of Section 202B of the *Local Government Act 1993*

THE FOLLOWING INFORMATION IS PROVIDED FOR THE PURPOSE OF SECTION 59(2) OF THE



CONTAMINATED LAND MANAGEMENT ACT, 1997*

Council is NOT AWARE of the land (or part of the land) being declared SIGNIFICANTLY CONTAMINATED land, as defined under Section 11 of the Contaminated Land Management Act, 1997.

Council is NOT AWARE of the land (or part of the land) being subject to a MANAGEMENT ORDER, as defined under Section 14(1) of the Contaminated Land Management Act, 1997.

Council is NOT AWARE of the land (or part of the land) being the subject of an approved VOLUNTARY MANAGEMENT PROPOSAL, as defined under Section 17(1) of the Contaminated Land Management Act, 1997.

Council is NOT AWARE of the land (or part of the land) being subject to an ONGOING MAINTENANCE ORDER, as defined under Section 28(2) of the Contaminated Land Management Act, 1997.

Council is NOT AWARE of the land (or part of the land) being the subject of a SITE AUDIT STATEMENT, as defined under Part 4 of the Contaminated Land Management Act, 1997.

For further information, please contact Council's
PLANNING & ENVIRONMENT DIVISION

THERESE COLE
CHIEF EXECUTIVE OFFICER
*Electronically generated certificate
– no signature required*

2 October 2025

Infotrack Pty Limited

Reference number: 8004688415

Property address: U 8.02/61 Lavender St Milsons Point NSW 2061

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

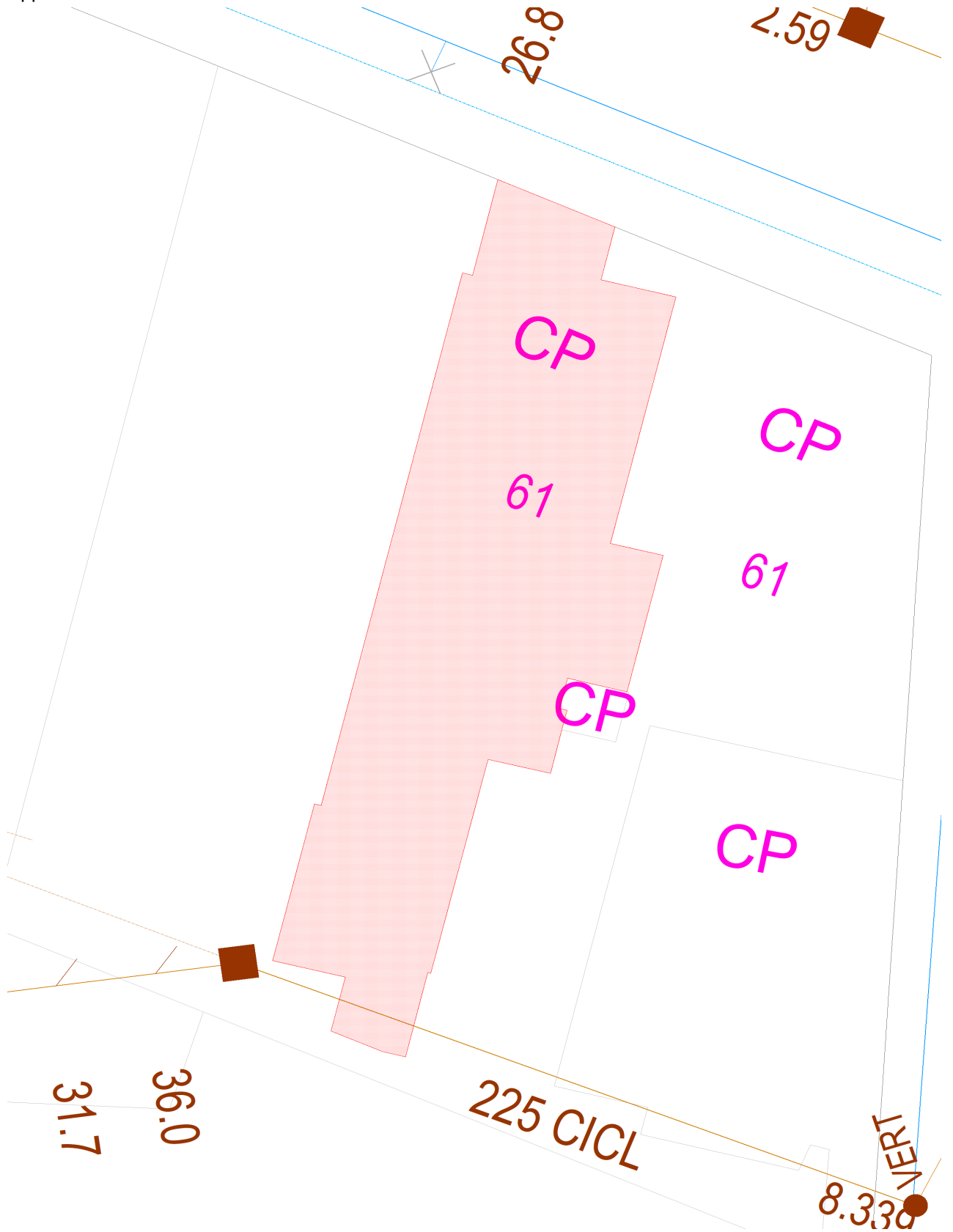
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Service Location Print
Application Number: 8004688387



Document generated at 02-10-2025 04:10:19 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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