

## Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	
<b>PROPERTY</b>	

<b>TITLE STRUCTURE</b>	
<b>Will the lot be a lot in a strata scheme?</b>	No Yes
<b>Will the lot also be subject to a Strata Management Statement or Building Management Statement?</b>	No Yes
<b>Will the lot form part of a community, precinct or neighbourhood scheme?</b>	No Yes If Yes, please specify scheme type:

<b>DETAILS</b>					
<b>Completion</b>			<b>Refer to clause(s):</b>		
<b>Is there a sunset date?</b>	No Yes	<b>Can this date be extended?</b>	No Yes	<b>Refer to clause(s):</b>	
<b>Does the purchaser pay anything more if they do not complete on time?</b>	No Yes	Provide details, including relevant clause(s) of contract:			
<b>Has development approval been obtained?</b>	No Yes	Development Approval No:			
<b>Has a principal certifying authority been appointed?</b>	No Yes	Provide details:			
<b>Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?</b>	No Yes	Provide details, including relevant clause(s) of contract:			

<b>ATTACHMENTS</b> (s66ZM(2) of the Conveyancing Act 1919)	
<b>The following prescribed documents are included in this disclosure statement (select all that apply).</b>	
draft plan s88B instrument proposed to be lodged with draft plan proposed schedule of finishes draft strata by-laws draft strata development contract	draft community/precinct/neighbourhood/management statement draft community/precinct/neighbourhood/development contract draft strata management statement draft building management statement

ANNEXURE TO THE CONTRACT FOR SALE OF LAND

BETWEEN Hills Christian Life Centre Limited ACN 074 657 (VENDOR)  
935

AND

(PURCHASER)

PROPERTY: 11-13 Solent Circuit, Baulkham Hills, NSW 2153

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### 30 Definitions and Interpretation

#### 30.1 *In this contract:*

**Action** means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion.

**Authority** means any government, local government, semi- government, statutory or planning authority, including, without limitation, the Owners Corporation, the Department of Lands and the Council.

**Bank** means an 'Australian bank' (as defined in the *Corporations Act*) that has a credit rating of at least Standard & Poors (AA) or Moody's (Aa1) and is not on credit watch.

**Building** means the buildings and improvements to be constructed on the Parcel by or on behalf of the Vendor substantially in accordance with the Development Consent as modified from time to time.

**Building Management Statement** means the strata management statement required by section 28R of the *Strata Schemes (Freehold Development) Act 1973*, a copy of which is attached to this contract as Schedule 9 (as amended, varied or otherwise affected from time to time in accordance with this contract).

**By-Laws** means the by-laws contained in the special by-laws instrument, a copy of which is attached to this contract as Schedule 7.

**Claim** means any claim, demand, suit, notice, loss, liability, damage, proceeding, order, judgment or expense.

**Commercial Area** means that area designated as lot 2 in the Stratum Plan.

**Common Property** means the common property as defined under the *Strata Schemes Management Act 1996* in the Strata Scheme.

**Completion** means completion of this contract.

**Completion Date** means the date referred to in clause 60.1.

**Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration or radiation of substance that makes or may make the land:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life;



- (c) otherwise environmentally degraded; or
- (d) not comply with any Environmental Law.

**Contamination** means the presence of any Contaminant which any authority has or may require the removal of or in respect of which any restoration, rehabilitation or remediation has or may be required.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Council** means **The Hills Shire Council**.

**Defects Liability Period** means the period of **3 months** from the date of Completion.

**Department of Lands** means the Land Titles Office of NSW.

**Depositholder** means **Sparke Helmore Lawyers**.

**Development Consent** means all necessary development consents (as defined in the *Environmental Planning and Assessment Act 1979*) consenting to the development of the Parcel substantially in the form described in the Strata Plan and as amended or varied from time to time without notice.

**Development Consent Sunset Date** means **12 March 2018**.

**Discharge** means a registrable discharge, surrender or withdrawal of an Encumbrance.

**Disclosure Material** means the disclosure material annexed to this contract.

**Easement** means easements, restrictions on use, rights and positive covenants benefiting or burdening the Parcel or any part(s) of it.

**Executive Committee** means the executive committee as defined under the *Strata Schemes Management Act 1996* and constituted by the Owners Corporation.

**Encumbrance** means a mortgage, lease or caveat.

**Environment** has the same meaning as under the *Protection of the Environment Administration Act 1991*.

**Environmental Law** means any law, regulation, ordinance or directive in connection with the Environment.

**Finishes** means the finishes and inclusions specified in Schedule 3.

**GST** has the meaning it does in section 195-1 of the *GST Act*.

**Guarantors** means the party or parties identified as such on page one (1) of this contract both jointly and severally.

**Home Building Act** means the *Home Building Act 1989*.

**Home Building Regulation** means the *Home Building Regulation 2014*.

**Instrument** means any section 88B instrument or other instrument creating any Easement.

**Lot** means the lot as defined in Schedule 1.

**Management Committee** means the committee to be formed under the Building Management Statement.

**Occupation Certificate** means an original or copy of an occupation certificate within the meaning of the *Environmental Planning and Assessment Act 1979* (being an interim occupation certificate or a final occupation certificate) in relation to the Lot.

**Outgoings** means rates, taxes (other than income tax) levies (including any parking levy) and any other outgoings and operating expenses in respect of the Property.

**Owners Corporation** means the owners corporation as defined under the *Strata Schemes Management Act 1996* constituted by the Registered Strata Plan.

**Parcel** means the land contained in Certificate of Title Folio Identifier 5074/1003042 (and any lots into which it is subdivided before Completion).

**Property** includes in its meaning the Lot.

**Registered Strata Plan** means the Strata Plan (as amended, varied or otherwise affected from time to time in accordance with this contract) as registered at Department of Lands.

**Related Body Corporate** has the meaning given in the *Corporations Act*, but on the basis that **Subsidiary** has the meaning given in this contract and that **body corporate** includes any entity or a trust.

**Residential Area** means that area designated as **lot 3** in the Stratum Plan.

**Retail Area** means that area designated as **lot 1** in the Stratum Plan.

**Special Expenses** in relation to the Owners Corporation means its (as the case may be) actual, contingent or expected expenses, except to the extent they are:

- (a) normal expenses;
- (b) due to fair wear and tear;
- (c) covered by a contribution levied before the date of this contract;
- (d) in respect of future renewals and replacements which would usually be the subject of contributions to the sinking fund; or
- (e) disclosed or noted in this contract.

**Strata Plan** means a strata plan substantially in the form of the draft strata plan attached as Schedule 6, the By-Laws and the Instrument (as amended, varied or otherwise affected from time to time in accordance with this contract).

**Strata Scheme** means the strata scheme as defined under the *Strata Schemes Management Act 1996* constituted by the Registered Strata Plan.

**Stratum Plan** means the unregistered plan which subdivides the Parcel into stratum lots, copy attached to this contract as Schedule 8 together with the Building Management Statement and the Instrument (as amended, varied or otherwise affected from time to time in accordance with this contract).

**Subsidiary** has the meaning given in the *Corporations Act* but so that:

- (a) an entity will also be deemed to be a subsidiary of a company if it is controlled by that company (expressions used in this paragraph have the meanings given for the purposes of Part 2J.2 of the *Corporations Act*);
- (b) a trust may be a subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and

- (c) a corporation or trust may be a subsidiary of a trust if it would have been a subsidiary if that trust were a corporation.

**Sunset Date** means **31 December 2020** or the date as extended pursuant to clause 59.1.

**Supply** has the same meaning it does in section 9-10 of the *GST Act* and excludes any GST-free supplies and input taxed supplies as those terms are defined in section 195-1 of the *GST Act*.

**Vendor** means the Vendor as described in the cover page to this contract or, in substitution, the party to which this contract has been assigned or novated.

**Vendor's Project Manager** means the project manager appointed by the Vendor from time to time.

**Vendor's Works** means the works referred to in clause 46.1(b).

### 30.2 **Interpretation**

In this contract unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this contract;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) **person** includes a natural person and any body or entity whether incorporated or not;
- (f) **month** means calendar month and **year** means 12 months;
- (g) **in writing** includes any communication sent by letter, facsimile transmission or email;
- (h) **including** and similar expressions are not words of limitation;
- (i) money amounts are stated in Australian currency unless otherwise specified; and
- (j) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body.

### 30.3 **Inconsistency**

To the extent that the provisions of these special conditions are inconsistent with the clauses 1 to 29 inclusive then these special conditions prevail.

### 30.4 **Strata Title**

As the property is (or on completion is to be) a lot in a Strata Scheme:

- (a) clause 11 does not apply to anything with which the Owners Corporation must comply;

- (b) subject to clause 61, clauses 14.4 and 14.5 apply but on a unit entitlement basis instead of an area basis;
- (c) clause 14.8 does not apply to an amount the Owners Corporation must pay;
- (d) clause 18.4 does not apply to anything which the Owners Corporation must insure;
- (e) the parties must adjust under clause 14.1:
  - (i) a regular periodic contribution to the administrative fund;
  - (ii) a regular periodic contribution to the sinking fund;
  - (iii) a regular periodic payment under a by-law; and
  - (iv) 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.
- (f) normally, the Vendor is liable for any other contribution:
  - (i) if it was levied before the date of Completion; or
  - (ii) to the extent it relates to:
    - (iii) money borrowed by the Owners Corporation;
    - (iv) work started by the Owners Corporation; or
    - (v) an obligation of the Vendor that arose, before the date of Completion.
- (g) subject to clause 30.4(h), the Purchaser cannot take Action in respect of Special Expenses of the Owners Corporation;
- (h) the Purchaser can rescind if the Special Expenses of the Owners Corporation at the later of:
  - (i) the date of this contract; and
  - (ii) the creation of the Owners Corporation when calculated on a unit entitlement basis (and, if the property comprises more than one lot, the relevant unit entitlements added together) are more than 5% of the price;
- (i) as regards a notice of transfer under s118 of the *Strata Schemes Management Act 1996*:
  - (i) the Purchaser must give the Vendor two copies of a form of notice signed by the Purchaser;
  - (ii) the Vendor must complete and sign one copy and give it to the Purchaser by completion; and
  - (iii) each party can sign and give the notice as agent for the other.

## 31 Amendments to Printed Form

### 31.1 *Amendments to Printed Form*

For all purposes of this contract, the terms of the printed contract to which these clauses are annexed are amended as follows:

- (a) Clause 1 - delete "a building society, credit union or other FCA institution as defined in the *Cheques Act 1986*" from the definition of "settlement cheque";
- (b) delete the definition of 'vendor duty';
- (c) Clause 2.9 - insert at the end of this clause "if this contract is completed, and otherwise to the party entitled to the deposit";
- (d) Clause 3 – is deleted entirely;
- (e) Clause 4.5 – is deleted entirely;
- (f) Clause 7 - delete clause 7.1.1 and in clause 7.2.4 delete the words "and the costs of the Purchaser";
- (g) Clause 8 - delete the words "on reasonable grounds" in the first line of clause 8.1 and delete the words "and those grounds" in the first line of clause 8.2;
- (h) Clause 10 - insert the following additional clause:  

"10.4 For the purposes of this clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this contract whether specified in the table on page 2 or not and all of that material is deemed to have been disclosed in substance in this contract.";
- (i) Clause 14.4.2 – delete in its entirety;
- (j) Clause 16.5 - delete the words ", plus another 20% of that fee";
- (k) Clause 16.8 - add the words "which is a bank cheque" to the end of the clause;
- (l) Clauses 16.11.2 and 16.11.3 - delete the clauses and add the following in lieu:  

"16.11.2 in any other case - the address last notified by the Vendor to the Purchaser prior to Completion Date and which is within a 3 kilometre radius of the Cenotaph at Martin Place, Sydney.";
- (m) Clause 17.2.2 – delete entirely;
- (n) Clause 19 – insert the following additional clause:  

"19.3 Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010* is the remedy prescribed by that regulation.";
- (o) Clause 21.4 - in the second line delete the words "the month" and in lieu insert "that month";
- (p) Clause 23.8.2 is amended by deleting the words ", apart from a claim under clause 6";
- (q) Clause 23.9.1 – delete 1% and substitute 5%;
- (r) Clause 23.9.2 – delete entirely;
- (s) Clause 23.9.3 - delete entirely;
- (t) Clause 23.13 is amended by deleting the words "at least 7 days before the completion date"
- (u) Clause 23.14 – delete entirely;
- (v) Clause 23.18.2 - delete entirely;

- (w) Clause 28 – delete entirely; and
- (x) Clause 29 - delete entirely.

## 32 Investment of deposit

### 32.1 *Direction*

The parties direct the Depositholder to invest the deposit.

### 32.2 *Investment of deposit*

In addition to the provisions of clause 2, the parties agree that:

- (a) the deposit will be invested or reinvested in an interest bearing account with an Australian trading bank nominated by the Vendor from time to time;
- (b) any cheque for the deposit may be drawn payable to the Australian trading bank nominated by the Vendor under clause 32.2(a); and
- (c) the parties must promptly give such directions and do such things (including the provision of tax file numbers) as may be necessary to facilitate and give effect to the provisions of clause 2 and this clause 32.

### 32.3 *Payment of tax*

Notwithstanding clause 2 and 32.4, if the Purchaser fails to provide their tax file number on the date of this contract then 100% of all interest earned on the deposit shall be paid to the Vendor.

### 32.4 *Interest*

- (a) If this contract is completed, then the Vendor and the Purchaser are entitled to the interest earned on the deposit in equal shares.
- (b) If the Vendor terminates this contract because of the Purchaser's default, then the Vendor is entitled to all interest earned on the deposit.
- (c) If the Purchaser terminates this contract because of the Vendor's default or if this contract is rescinded, then the Purchaser is entitled to all interest earned on the deposit.
- (d) Bank charges and other similar charges and expenses are to be deducted from the total amount of interest before the interest is paid under this additional condition.

## 33 Acknowledgments by Purchaser

### 33.1 *No representations or warranties*

The Purchaser acknowledges and warrants that:

- (a) in entering into this contract and in proceeding to Completion neither the Vendor nor any person on its behalf has made or given nor has the Purchaser relied on any representation, warranty, promise or forecast, including any contained in or referred to by this contract;
- (b) the Purchaser has relied entirely on its own enquiries relating to the Property, including the use to which the Property may be put (including any restrictions applying to that use) any services to and on the Property, any financial return or income to be derived from the Property;

- (c) no other statements or representations:
  - (i) have induced or influenced it to enter into this contract or to agree to any or all of its terms;
  - (ii) have been relied on by it in any way as being accurate for those purposes; or
  - (iii) have been warranted to it as being true.

33.2 *Merger*

This clause 33 does not merge upon Completion

34 **State of Repair etc. of Property**

34.1 *No Action*

Subject to the balance of this contract, section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2010* (NSW) the Purchaser cannot take any Action in respect of, or by reason of, any of the following matters:

- (a) the presence of any sewer, manhole or vent on the Property or the Parcel; and
- (b) any Contamination or other environmental damage to the Property.

34.2 *Contamination*

The Vendor makes no warranty to the Purchaser about the existence or otherwise of any Contamination on the Property or on any adjoining property and the Purchaser relies on its own enquiries as to the existence or the presence of any Contamination.

34.3 *Presence of Contaminants*

To the maximum extent permitted by law, the Purchaser agrees not to make any claim or exercise any right it may at any time have against the Vendor in respect of any Contamination of the Environment or the presence, at any time, of any Contaminant or the breach of or non-compliance with any Environmental Law affecting the Property. From Completion the Purchaser will comply with any work order or notice or order issued by any authority requiring the Vendor or the Purchaser to remove, remediate or clean up any Contamination at or from the Property.

34.4 *Merger*

This clause 34 does not merge upon Completion

35 **Zoning**

35.1 *Purchaser satisfied itself*

To the extent permitted by law, the Purchaser will be deemed to have satisfied itself as to the manner in which the Property is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act 1979* (as amended from time to time) or any other restriction or prohibition whether statutory or otherwise relating to the zoning of the Property or development on the Property or to the use to which the Property may be put and any existing proposals for realignment, widening or siting of a road by any authority and the Purchaser must not take any Action by reason of any of those matters.

35.2 *Purchaser acknowledges Disclosure Documents*

The Purchaser acknowledges the Vendor's disclosure in the Disclosure Material.

36 **Death, etc. of a Party**

Without in any way negating, limiting or restricting any rights or remedies which would be available at law or in equity had this clause 36 not been included, if the Purchaser (and if the Purchaser is constituted by more than one person then if any of the parties constituting the Purchaser) dies or becomes mentally incapable before Completion, then the Vendor, by notice in writing to the solicitor of the Purchaser who has died or become mentally incapable, may rescind this contract, and clause 19 then will apply.

37 **Insolvency etc of Purchaser**

37.1 *Vendor's right to terminate*

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included, if:

- (a) the Purchaser before Completion resolves to enter into liquidation or provisional liquidation;
- (b) a summons is presented for the winding-up of the Purchaser;
- (c) the Purchaser enters into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001*;
- (d) any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator is appointed in respect of the Purchaser or any asset of the Purchaser; or
- (e) an application is made or the Purchaser declared a bankrupt under the *Bankruptcy Act 1966 (Cth)*,

then the Vendor may terminate this contract by notice in writing to the Purchaser's solicitor.

38 **Real Estate Agent Indemnity**

38.1 *Purchaser's warranty and indemnity*

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the Lot by any real estate agent other than the Vendor's agent, if any, named on the front page of this contract. The Purchaser agrees to indemnify the Vendor against any claim for commission (including the Vendor's costs of defending any claim) arising out of a breach of this warranty.

38.2 *Conduct of proceedings*

Where the Vendor has notified the Purchaser of a claim to be indemnified pursuant to this clause 38 the Purchaser may conduct any legal proceedings in the name of the Vendor provided that all legal costs and disbursements incurred in relation to the proceedings are borne by the Purchaser.

38.3 *Merger*

This clause 38 does not merge upon Completion

## 39 Disclosure Material

### 39.1 *Vendor's Disclosure*

The Vendor discloses the matters, and that it has the rights, set out in the Disclosure Materials.

### 39.2 *No Action*

The Purchaser must not take any Action in respect of any matter or right of the Vendor disclosed in the Disclosure Material.

## 40 Home Building Act

### 40.1 *Disclosure*

The Vendor discloses that:

- (a) the *Home Building Act* and the *Home Building Regulation* requires residential building work (whether or not done under a contract) to be insured; and
- (b) pursuant to section 56 of the *Home Building Regulation* the Vendor is exempt from the requirements of Section 96A of the *Home Building Act*.

## 41 FIRB Warranty

### 41.1 *Purchaser's Warranty*

- (a) The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not apply to the Purchaser or to this purchase.
- (b) In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.

### 41.2 *Merger*

This clause 41 does not merge upon Completion

## 42 No Caveat

### 42.1 *Purchaser must not lodge caveat*

The Purchaser must not lodge a caveat on the title of the Parcel, Retail Area, Commercial Area, Residential Area or the Property in respect of any interest of the Purchaser in the Property arising out of this contract or register or attempt to register any other dealing or encumbrance on the title of the Parcel, Retail Area, Commercial Area, Residential Area or the Property prior to registration of the Strata Plan.

## 43 Payment of deposit and Bank Guarantee

### 43.1 *Payment of Deposit*

Notwithstanding anything to the contrary in this contract, the parties agree that the deposit may be paid by the Purchaser as follows:

- (a) **\$5,000** on the date of this contract; and
- (b) the balance **within 14 days** from the date of this contract, time being of the essence.

43.2 *Manner of Providing and Appropriating*

- (a) Subject to clauses 43.2(b) and 43.2(c), the delivery to the Vendor or the Vendor's solicitor of the Bank Guarantee when the deposit is to be paid, to the extent of the amount guaranteed under the Bank Guarantee, is deemed for the purposes of this contract to be payment of the deposit (or part) in accordance with the provisions of clause 2 of the contract.
- (b) The Purchaser must pay the amount stipulated in the Bank Guarantee to the Vendor by unendorsed bank cheque on Completion or at such other time when the deposit is to be accounted for to the Vendor. Upon this taking place the Vendor must return the Bank Guarantee to the Purchaser.
- (c) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid for by the provider of the Bank Guarantee from the Bank Guarantee, the Purchaser must immediately pay to the Vendor the deposit (or so much of it as has not been paid).
- (d) At any time that the Vendor would otherwise have been entitled to keep or recover the deposit under this contract, the Vendor may call upon the Bank Guarantee without notice to the Purchaser.
- (e) In the event Completion has not occurred before 3 months prior to the expiry date of the Bank Guarantee (time being of the essence), the Purchaser must no later than 1 month prior to the expiry of the Bank Guarantee (time being of the essence) provide a replacement Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the replacement Bank Guarantee must be for a further period of not less than **12 months** from the expiry date of the original Bank Guarantee or such other date as is nominated by the Vendor. The requirement to provide a replacement Bank Guarantee in accordance with this clause is an essential term of this contract therefore failure to provide the replacement Bank Guarantee is deemed to be a non-compliance with this contract in an essential respect for the purposes of clause 9.
- (f) Where the Purchaser fails to provide a replacement Bank Guarantee as required under clause 43.2(e), without in any way affecting the Vendors rights, the Vendor may in its absolute discretion and without notice to the Purchaser call upon the Bank Guarantee and either:
  - (i) apply such funds in compliance with clause 9; or
  - (ii) hold such funds in satisfaction for payment of the Deposit and confirm this contract.
- (g) For the purposes of this clause 43.1, **Bank Guarantee** means an unconditional bank guarantee provided by a Bank with an expiry date being the Sunset Date or later in a form acceptable to the Vendor.

43.3 *Refund of Deposit under Cooling Off*

Notwithstanding anything contained in this contract to the contrary and despite section 66V of the *Conveyancing Act 1919*, in the event the Purchaser validly rescinds this contract pursuant to section 66U of the *Conveyancing Act 1919* then the

Vendor agrees not to require the Purchaser to forfeit 0.25% of the deposit amount otherwise permitted by section 66V of the *Conveyancing Act 1919*.

## 44 Guarantee of Corporate Purchaser

### 44.1 *Guarantee*

The Guarantor:

- (a) guarantees to the Vendor the due and punctual payment of all money payable by the Purchaser and the due and punctual compliance by the Purchaser with all other terms and conditions to be complied with by the Purchaser under this contract; and
- (b) agrees to indemnify the Vendor against any expense, loss or damage which the Vendor may sustain in connection with any failure by the Purchaser to duly and punctually perform those obligations.

### 44.2 *Guarantors' Acknowledgement*

In respect of the guarantee and indemnity in clause 44.1 the Guarantor acknowledges and agrees that the guarantee and indemnity:

- (a) is a continuing security and irrevocable while any of the Purchaser's obligations under this contract remain unfilled;
- (b) is a primary security and the Vendor may call on the Guarantor for payment under this guarantee and indemnity even though no demand has been made on the Purchaser;
- (c) the Vendor may proceed against the Guarantor as though the Guarantor is the party principally liable;
- (d) applies to any variation of this contract without the need for obtaining the Guarantors' specific consent to that variation;
- (e) does not affect any other security which the Vendor may from time to time hold in connection with the due and punctual performance of the Purchaser's obligations under this contract the Guarantor shall not require the Vendor to marshal or otherwise realise in favour or for the benefit of the Guarantor any security held by the Vendor or otherwise defer any of the Vendor's rights under this guarantee and indemnity or any other security; and
- (f) shall not be affected by any transfer by the Purchaser of its interests under this contract whether with or without the Vendor's consent.

## 45 Assignment

### 45.1 *Purchaser not to assign without consent*

The Purchaser must not, without the prior written consent of the Vendor (which may be given or withheld in its absolute discretion and without the disclosure of any reason) mortgage, charge or otherwise encumber any of its rights, obligations or interests under this contract.

#### 45.2 *Vendor may assign*

- (a) The Vendor may at any time novate, assign, charge or encumber its right, title and interest under this contract or any part thereof without the consent of the Purchaser.
- (b) The Vendor may at any time assign its rights and/or its obligations under this contract or any part of its rights and/or its obligations under this contract without the consent of the Purchaser.
- (c) If the Vendor exercises its rights under clause 45.2(b) the Vendor is released from the assigned obligations from the date of such assignment.
- (d) If the Vendor exercises its rights under clause 45.2(b) the Purchaser must do all things reasonably required by the Vendor at the reasonable cost of the Vendor to effect such assignment including entering a deed of assignment. Any stamp duty payable in respect of any such assignment will be payable by the Vendor

#### 45.3 *Novation*

- (a) Despite the existence of this contract the Vendor may at any time transfer title to the Parcel, Retail Area, Commercial Area or Residential Area.
- (b) If the Vendor transfers title to the Parcel or Residential Area then the Vendor may novate this contract to the transferee of the title and the Purchaser must do all things reasonably required by the Vendor at the reasonable cost of the Vendor to effect such novation including entering a deed of novation of this contract. Any stamp duty payable in respect of any such novation will be payable by the Vendor.
- (c) On the novation of this contract the Vendor is released from its obligations under this contract.

### 46 *Vendor's Works*

#### 46.1 *Approvals and construction*

The Vendor (at its cost) must use its reasonable endeavours to:

- (a) obtain (or caused to be obtained) all necessary approvals from each relevant Authority for the construction of the Building; and
- (b) construct and complete (or cause to be constructed and completed) the Lot to enable the issue of the Occupation Certificate and construct/install the Finishes in the Lot in a proper and workmanlike manner,

on or before the Sunset Date.

#### 46.2 *Vendor's rights*

The Vendor may:

- (a) vary or alter any of the Finishes with any type of finish or inclusion of substantially equal or at a higher standard and/or quality;
- (b) make minor variations to:
  - (i) the Vendor's Works; or
  - (ii) the Strata Plan; or

- (c) make any variations to the Stratum Plan in the Vendors absolute discretion.

46.3 *No Action*

The Purchaser must not take any Action as a result of an exercise by the Vendor of the Vendor's rights under clause 46.2.

46.4 *Occupation Certificate*

- (a) The Vendor must serve the Occupation Certificate upon the Purchaser soon after it is issued.
- (b) The service of the Occupation Certificate upon the Purchaser is conclusive evidence of satisfaction of the Vendors obligations under clause 46.1.
- (c) If the Vendor has not served the Occupation Certificate upon the Purchaser on or before the Sunset Date then either party may rescind this contract by serving written notice on the other party in which event clause 19 shall apply provided that in the event the Vendor serves the Occupation Certificate upon the Purchaser prior to the Purchaser exercising its right of rescission then the right of rescission conferred by this clause shall no longer apply.

46.5 *Defects and faults*

- (a) The Vendor must procure the repair, in a proper and workmanlike manner and at the Vendor's expense, within a reasonable time after written notice has been served by the Purchaser, any defects or faults in the Property due to faulty materials or workmanship (excluding minor shrinkage and minor settlement cracks) of which written notice is served by the Purchaser within the Defects Liability Period. The Purchaser may not serve notice of defects or faults referred to in this clause 46.5 on more than 2 occasions.
- (b) Nothing in clause 46.5 shall impose an obligation on the Vendor to rectify normal settling cracks or shrinkage.
- (c) After Completion the Purchaser shall permit the Vendor or the Vendor's employees, agents, contractors and/or the Owners Corporation access to the Property to carry out work to repair any fault or defects which the Vendor is obliged to rectify in the Property, any part of the Building, any of the other lots of the Strata Scheme, any part of the Common Property or to repair or alter utilities and the Purchaser must not interfere with or prevent such persons carrying out such works.
- (d) The Vendor must, in exercising its rights under clause 46.5, give the Purchaser reasonable notice of when access to the Property is required (except in an emergency which will be at any time without notice) and at reasonable times approved by the Purchaser. The Vendor must use reasonable endeavours to ensure minimal disturbance and interference to the Purchaser.
- (e) The Purchaser must not take any Action in relation to or as a result of the matters referred to in this clause 46.5.

46.6 *Layout Plan*

- (a) Subject to clauses 46.2 and 46.3, the Vendor must use its reasonable endeavours to construct the layout of the Lot substantially in accordance with the layout as shown in the plan attached as Schedule 2.

- (b) The plan as shown attached in Schedule 2 may disclose and show indoor and/or outdoor furniture including beds, bed tables, tables, chairs, lounges or planter boxes and the Purchaser agrees that such items are included for display purposes only and such items are not included in the sale under this contract and the Purchaser must not take any Action by reason of such items not being available at Completion or at any other time.
- (c) If the Lot is varied by the Vendor from that shown in Schedule 2 and such variation substantially and materially detrimentally affects the value of the Lot, then the Purchaser may rescind this contract by notice in writing to the Vendor in which event clause 19 will apply.
- (d) The right of rescission conferred by clause 46.6(c) must be exercised by the Purchaser within the **14 day** period following notification of any such variation by the Vendor or registration of the Strata Plan (whichever is the earlier) and in this regard time is of the essence.
- (e) If the right of rescission conferred by clause 46.6(c) is not exercised by the Purchaser within the **14 day** period referred to in clause 46.6(d), then that right of rescission will lapse and this contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this contract, any variation referred to in clause 46.6 shall be deemed to be a minor variation and the Purchaser must not take any action in relation to such minor variation.
- (f) Subject to the Purchaser's right of rescission in clause 46.6(c), the Purchaser releases the Vendor from any Claim of or incidental to any variation to the layout of the Lot from that shown in Schedule 2.

46.7 *Non merger*

This clause 46 does not merge on Completion.

47 **Colour Scheme**

47.1 *Selection*

The Purchaser must select either of the colour schemes for the Lot on page 1 of this contract as at the date of this contract.

47.2 *No selection as at the date of the contract*

If the Purchaser has not made the selection as referred to in clause 47.1 as at the date of this contract, then the Purchaser must no later than the date being **8 weeks** from the date of this contract (time being of the essence) make a selection as required by clause 47.1 by notice in writing to the Vendor.

47.3 *Vendor discretion*

If the Purchaser has not made the selection referred to in clauses 47.1 or 47.2 then the Vendor may in its absolute discretion decide which colour scheme is to apply in respect of the Lot and in this regard time being of the essence of this contract.

47.4 *No variation to selection*

When the Purchaser has made a selection pursuant to clause 47.1 or 47.2 or the Vendor has made the selection in accordance with clause 47.3 then the Purchaser will have no right to vary such selection and the Purchaser must not take any Action

or have any right to require the Vendor to provide a colour scheme for the Lot other than the colour scheme selected.

47.5 *Non merger*

This clause 47 does not merge on Completion.

48 Upgrade Finishes

48.1 *Finishes Selection*

- (a) Within **8 weeks** from the date of this contract (time being of the essence of this contract) the Purchaser may signify its agreement to have the Lot upgraded to include all of or any part of the Upgrade Finishes providing written notice to the Vendor in the Form of the Upgrade Finishes Schedule.
- (b) Upon the Purchaser providing written notice as referred to in clause 48.1, the Vendor will notify the Purchaser of the additional cost of all Upgrade Finishes elected by the Purchaser within **10 weeks** from the date of this contract.
- (c) Upon the Vendor notifying the Purchaser of the additional cost under clause 48.1(b), the Purchaser must notify the Vendor in writing within **7 days** of the date of the Vendors notice under clause 48.1(b) (time being of the essence) if it agrees to accept the additional cost or not. Where the Purchaser fails to provide any such notice, the Purchaser will be deemed **not** to have accepted the Upgrade Finishes or the additional cost specified by the Vendor and only the Finishes will apply.
- (d) Where the Purchaser has accepted and agreed to the Upgrade Finishes elected by the Purchaser and the additional cost as notified by the Vendor, this contract will be deemed varied as follows:
  - (i) the Price on the cover page shall be increased by the amount notified by the Vendor as the additional cost; and
  - (ii) the term "Finishes" shall in this contract refer to the items in Schedule 3 as amended by the finishes selected by the Purchaser in Schedule 4.
- (e) If the Purchaser has not provided written notice to the Vendor in accordance with clause 48.1 (time being of the essence) then this clause 48 and Schedule 4 shall have no application and are to be disregarded.

48.2 *Merger*

This clause 48 does not merge upon Completion

49 Carspace and Storage Area

49.1 *Car Space*

- (a) If this contract nominates that a carspace is included as indicated on page 1 of this contract:
  - (i) the Property will include a carspace;
  - (ii) the Purchaser acknowledges that the carspace area may or may not be issued as a separate lot to the Lot; and
  - (iii) if the carspace is issued as a separate lot to the Lot then the title to the carspace lot may include a restriction on use limiting the right of use

and/or ownership of the carspace to an owner of a residential lot in the Building.

- (b) In the circumstances of clause 49.1(a) then the Vendor at its discretion will allocate 1 carspace to form part of the Property in any location within the Parcel designated for car parking purposes.
- (c) Where the contract otherwise specifies that the Purchaser has the benefit of more than 1 carspace on page 1 of this contract, the Vendor may, in its absolute discretion, allocate a tandem carspace under clause 49.2(a) and that allocation will be taken to be 2 carspaces in consideration of the total number of carspaces to be allocated to the Purchaser under this Contract.

#### 49.2 *Storage Area*

- (a) If this contract nominates that a storage area is included on page 1 of this contract:
  - (i) the Property will include a storage area;
  - (ii) the Purchaser acknowledges that the storage area may or may not be issued as a separate lot to the Lot; and
  - (iii) if the storage area is issued as a separate lot to the Lot then the title to the storage area lot may include a restriction on use limiting the right of use and/or ownership of the storage area to an owner of a residential lot in the Building.
- (b) In the circumstances of clause 49.2(a) then the Vendor at its discretion will allocate 1 storage area to form part of the Property in any location within the Parcel designated for storage area purposes.

#### 49.3 *No Action*

The Purchaser must not take any Action in relation to or in connection with any matter referred to in this clause 49.

## 50 Development Consent and Variations

### 50.1 *Development Consent*

- (a) The Vendor will use its reasonable endeavours to obtain (or cause to be obtained) the Development Consent from the Council.
- (b) If the Vendor has not received the Development Consent by the Development Consent Sunset Date then either party may rescind this contract by notice in writing to the other party and the provisions of clause 19 will then apply.
- (c) If the Vendor has received the Development Consent by the Development Consent Sunset Date but the Development Consent is not to the satisfaction of the Vendor then the Vendor may, within **28 business days** of the date of the Development Consent, rescind this contract by notice in writing to the Purchaser and the provisions of clause 19 will then apply.
- (d) The Vendor may make application or applications to vary the terms of the Development Consent in its absolute discretion and, subject to clause 53, the Purchaser must not take any Action in relation to such variations.

## 50.2 *Merger*

This clause 50 does not merge upon Completion.

## 51 Purchaser's Acknowledgment

### 51.1 *Encumbrances and affectations*

The Purchaser acknowledges that the title to the Parcel the Common Property and/or the lots other than the Lot in the Registered Strata Plan may be encumbered, affected or amended by any one or more of the following without such encumbrance, affectation or amendment being disclosed in this contract and the Purchaser must not take any Action in respect of the following:

- (a) redefinition of the boundaries of the Parcel or any lot in the Stratum Plan or any part thereof;
- (b) road realignment or dedication in the Parcel;
- (c) leases, easements or dedications relating to the provision of electricity and the establishment of substations;
- (d) alteration to the lot numbers or unit entitlements;
- (e) alterations to car space numbers and positions of car spaces on the Common Property (and in the case of position other than any car space allocated to the Lot in accordance with the By-Laws, if any);
- (f) the granting of rights of exclusive occupancy or special privilege rights in respect of any part of the Common Property;
- (g) the By-Laws;
- (h) the Building Management Statement;
- (i) easements and/or restrictions on the use whatsoever in favour of any Authority, property and/or person but not so as to burden the Lot; and
- (j) alterations to storage spaces and positions of storage spaces on the Common Property.

### 51.2 *No Action*

The Purchaser must not take any Action in respect of the By-Laws or any easement or restriction on use affecting or benefiting any lot in the Registered Strata Plan including the Property and/or the Common Property which is disclosed or referred to in the Strata Plan and/or this contract.

## 52 Instruments

### 52.1 *Creation of Easements*

- (a) The Purchaser acknowledges that the Property is purchased subject to the rights, restrictions on the use of land and the easements, if any, intended to be created by the Strata Plan and/or Stratum Plan when registered at the Department of Lands pursuant to Section 88B of the *Conveyancing Act 1919*.
- (b) The Vendor discloses and the Purchaser acknowledges that the Stratum Plan and/or Strata Plan may indicate a number of Easements that are intended to be created but that this does not limit the Vendor's entitlement to create any

Easements or amend the Easements shown in the Stratum Plan or the Strata Plan.

52.2 *Alterations or deletions*

The Vendor reserves the right to add, vary, amend, alter or delete in any Instrument any Easement in relation to any part of the Parcel benefitting or burdening any lot within the Parcel except for the Lot.

52.3 *No Action*

The Purchaser must not take any Action in relation to any matters referred to in clause 52.

52.4 *Merger*

This clause 52 does not merge upon Completion.

### 53 Alterations to the Strata Plan

53.1 *Vendor's right to alter strata plan*

Subject to clause 53.2, the Vendor may make such alterations or additions to the Strata Plan which the Vendor considers necessary or desirable or which are required by any Authority.

53.2 *No Action to specific Variations to Strata Plan*

The Purchaser must not take any Action in respect of:

- (a) any minor variation to the area of the Lot;
- (b) any variation, alteration or amendment which may be required by the Vendor, any Authority or the Owners Corporation to the number, dimensions, area, position or unit entitlement of any of the lots other than the Lot;
- (c) any variation in the dimensions and/or area of any part of the Common Property or the position of any part of the Common Property;
- (d) any addition, deletion, alteration or amendment to the By-Laws considered by the Vendor to be necessary or desirable or required by any Authority or the Owners Corporation;
- (e) any variation, addition, alteration or amendment to the By-Laws providing exclusive use rights or special privilege rights of any part of the Common Property to any party including but not limited to for the purposes of vehicle parking or storage;
- (f) any easements, restrictive covenants or positive covenants affecting or benefiting the Common Property;
- (g) the location of carspaces or storage spaces;
- (h) the reallocation of carspaces or storage spaces other than the Lot; or
- (i) any change or the inclusion of unit entitlement for the Lot and any other lot in the Registered Strata Plan,

between those shown on the Strata Plan and those shown on the Registered Strata Plan.

53.3 *Minor Variation*

For the purposes of this Contract "minor variation" includes in its meaning a variation:

- (a) to the area of the Lot shall be a variation which diminishes the area by less than or equal to 5%;
- (b) to any part of or related to the carspace, including without limitation location (if applicable); or
- (c) to any part of or related to the storage, including without limitation location (if applicable).

53.4 *Subdivision or consolidation of lots*

The Vendor specifically reserves the right to subdivide any lot (other than the Lot) in the Strata Plan into more lots and to consolidate any lot (other than the Lot) with any other lot (other than the Lot) in the Strata Plan and the Purchaser must not take any Action in relation to such subdivision and/or consolidation.

53.5 *No Action*

The Purchaser must not take any Action in relation to any lot in the Strata Plan or in the Registered Strata Plan other than the Lot.

53.6 *Variation*

If there is a variation between the Lot shown on the Strata Plan and the Lot shown on the Registered Strata Plan which is not a minor variation and which is a major variation then the Purchaser has **14 days** from the date of the Vendor providing notification of the variation or registration of the Strata Plan (whichever is the earlier) to rescind this contract by notice in writing to the Vendor, in which event clause 19 shall apply and otherwise the Purchaser must not take any other Action.

53.7 *Right of rescission*

- (a) The right of rescission conferred by clause 53.6 must be exercised by the Purchaser within the **14 day** period referred to in clause 53.6 and in this regard time is of the essence of this contract.
- (b) If the right of rescission conferred by clause 53.6 is not exercised by the Purchaser within the **14 day** period referred to in clause 53.6 then that right of rescission will lapse and this contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this contract any variation referred to in clause 53.6 shall be deemed to be a minor variation and the Purchaser must not take any action against the Vendor in consideration of any such variation.

53.8 *No Action*

The Purchaser must not take any Action in respect of any lease or licence relating to any part of the Common Property in existence at Completion.

## 54 Management Statements

54.1 *Management Statements*

Despite any other condition in this contract:

- (a) the Purchaser acknowledges that the Vendor may register the Building Management Statement at the absolute discretion of the Vendor;
- (b) the Vendor may amend or vary the Building Management Statement at the Vendors absolute discretion;
- (c) if registered, the Vendor must complete Schedule 2 of the Building Management Statement including without limitation completing the percentage shared costs; and
- (d) the Purchaser must not take any Action against the Vendor in relation to the registration, non-registration, variation or amendment of the Building Management Statement by the Vendor under this clause 54.

54.2 *Merger*

This clause 54 does not merge upon Completion.

## 55 Easements

55.1 *Easements*

Despite any other condition in this contract:

- (a) the Purchaser acknowledges that the Parcel will be stratum sub-divided by the Vendor prior to registration of the Strata Plan and that upon registration the Vendor may also register an Instrument(s) which may affect the Residential Area;
- (b) the Purchaser must not take any Action against the Vendor in relation to any Instrument registered or proposed to be registered by the Vendor under this clause 55; and
- (c) the Purchaser must do all things and sign all such documents reasonably necessary to permit the Vendor in registering any Instrument considered under this clause 55.

55.2 *Merger*

This clause 55 does not merge upon Completion.

## 56 Registration of Strata Plan and Stratum Plan

56.1 *Registration of Strata Plan*

- (a) The Vendor (at its own cost) must use reasonable endeavours to register (or cause to be registered) the Strata Plan as a strata plan at the Department of Lands on or before the Sunset Date.
- (b) If the Strata Plan is not registered as a strata plan at the Department of Lands on or before the Sunset Date, either party may, by notice in writing served on the other party, rescind this contract in which event clause 19 shall apply.

56.2 *Registration of Stratum Plan*

- (a) Prior to the registration of the Strata Plan the Vendor may (at its own cost) use reasonable endeavours to register the Stratum Plan as a stratum plan at the Department of Lands on or before the Sunset Date and the Purchaser must not take any Action in relation to the registration of the Stratum Plan at the Department of Lands.

- (b) The Vendor reserves the right to create other plans in substitution of the Stratum Plan and the Purchaser must not take any Action in relation thereto.

56.3 *Merger*

This clause 56 does not merge upon Completion

## 57 Vendor's Statement and Transfer

57.1 *Notice of strata plan*

Upon the Vendor lodging the Strata Plan for registration in accordance with clause 56.1, the Vendor will serve upon the Purchaser a written notice providing details of the lodgement of the Strata Plan.

57.2 *Transfer*

Notwithstanding clause 4, the Purchaser must serve the form of transfer within **7 days** of the Vendor serving upon the Purchaser the notice referred to in clause 57.1.

## 58 Requisitions

The Purchaser acknowledges that it may only make requisitions under clause 5.1 in the form attached in Schedule 5 and are deemed served on the date of this contract.

## 59 Sunset Date

59.1 *Extension of Sunset Date*

- (a) The Vendor may (at any time and as often as necessary) extend the date referred to in the definition of Sunset Date by up to 12 months by giving the Purchaser a copy of a certificate from the Vendor's Project Manager stating that the construction (or commencement of construction) of the Building was delayed because of:
  - (i) damage by fire, explosion, war, civic commotion or act of God;
  - (ii) disputes with neighbours;
  - (iii) delay by an Authority in giving any necessary approval;
  - (iv) weather conditions that prevent work under normal construction practices;
  - (v) industrial dispute including strikes or lock outs affecting the progress of the construction of the Building or the manufacture or supply of materials for such construction;
  - (vi) any extension provided to the Builder under the Building Contract;
  - (vii) any delays of or incidental to obtaining funding in connection with construction of the Building;
  - (viii) any requirements by the financier;
  - (ix) any delay incurred as a result of pre-construction requirements required to be fulfilled as a condition of any Authority or development agreement to which the Vendor is a party or the Parcel;
  - (x) any delay not occasioned by the Vendor; or

(xi) a combination of these.

- (b) In that event, the date referred to in the definition of Sunset Date is extended by the period of the delay stated in the certificate. The Vendor's Project Manager in issuing such a certificate is acting as an expert and not as an arbitrator and the certificate shall be conclusive and binding on the parties.

## 60 Completion

### 60.1 *Completion date*

Completion will take place on the later of:

- (a) **14 days** after the date on which the Vendor notifies the Purchaser in writing that the Strata Plan has been registered with the Department of Lands;
- (b) **14 days** after the date on which the Vendor provides the Purchaser with an Occupation Certificate; and
- (c) **35 days** from the date of this contract.

### 60.2 *Notice to complete*

If this contract is not completed on or by the Completion Date, the party not in default will be entitled by notice in writing to the other to fix a date for Completion and in this regard making time for Completion essential.

### 60.3 *Reasonable time for notice*

It is expressly agreed by the Vendor and the Purchaser that **14 days** between (but excluding) the date of service of the notice and (and including) the date for Completion specified in the notice will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring Completion even though the period includes days which are not business days. The party that served the notice may at any time withdraw the notice without prejudice to the continuing right of that party to give any further notice.

### 60.4 *Withdrawal of notice*

A party may at any time withdraw any notice served by that party under clause 60.3 without prejudice to the right of that party to serve any further such notice.

### 60.5 *Liquidated damages*

If Completion does not take place on or before the Completion Date for any reason not solely attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on Completion to the Vendor by way of liquidated damages interest on the balance of the purchase money at the rate of **8%** per annum calculated from (but excluding) the Completion Date until the date of Completion. The Purchaser will not be entitled to require the Vendor to complete this contract unless the interest is paid to the Vendor on Completion and it is an essential term of this contract that the interest is so paid.

### 60.6 *Completion after 3.00 pm*

If due to no fault of the Vendor, Completion takes place after **3.00 pm** on any day, clause 60.5 applies as if Completion occurred on the first business day after the date on which Completion actually occurred.

## 61 Land Tax and Rates

### 61.1 Land tax certificate

- (a) The Purchaser may only rely on clause 16.6 if the land tax certificate is served at least 5 business days prior to the Completion Date. This subclause 61.1(a) does not apply if the Completion Date is a date between 1 January and 22 January in any year.
- (b) Despite anything in this contract to the contrary the amount of land tax to be adjusted on Completion pursuant to clause 14 is:
  - (i) if a separate assessment has not issued for the Property, **\$1,000**; or
  - (ii) if a separate assessment has issued for the Property, the actual land tax payable by the Vendor in the relevant year for the Property.

### 61.2 Rate assessments

If by Completion separate rate assessments have not been issued for the Property by the appropriate Authority then:

- (a) the parties will adjust the rates on a paid basis on an agreed value of **\$1,600** per annum for Council rates and **\$300** per quarter for water and sewerage rates;
- (b) the Vendor agrees to pay all the rates which are assessed for Council rates for the annual rating period and for water and sewerage for the quarterly rating period current as at the date of Completion as and when those rates fall due for payment;
- (c) the Purchaser is responsible for payment of all rates assessed on the Property for any rating periods commencing after those periods referred to in clause 61.2(b);
- (d) there will be no subsequent readjustment of rates or land tax based on the actual amount assessed or paid; and
- (e) this subclause 61.2 does not merge on Completion.

## 62 Ownership package

- (a) If the Purchaser or the Purchaser's solicitor has not notified the Vendor's solicitor in writing before the date of this contract whether the Purchaser is acquiring the property for the purpose of investment or for the purpose of owner occupation the Vendor is entitled to assume that the Purchaser acquired the property for the purpose of investment.
- (b) At, or as soon as reasonably practicable after, Completion the Vendor will provide the Purchaser with an ownership package containing available manuals and warranty documents in respect of the Finishes.
- (c) The Purchaser, unless the Purchaser has given notice under clause 62(a) that the Purchaser acquired the property for the purpose of owner occupier, may within **2 weeks** from the date of notice being provided by the Vendor under clause 57.1 (time being of the essence) request the Vendor provide a depreciation schedule for the Lot in accordance with the *Income Tax Assessment Act*. The Purchaser must pay to the Vendor an amount of **\$750**

inclusive of GST for the depreciation schedule with such amount to be adjusted on Completion in favour of the Vendor.

- (d) The Purchaser acknowledges that the depreciation schedule referred to in clause 62(c) **will not** be provided to the Purchaser on or at Completion and will be provided in line with the requirements of section 262A of the *Income Tax Assessment Act*.

## 63 Residential Stratum

- (a) The Purchaser acknowledges that it is aware that the Vendor after Completion may undertake the completion of development and construction works in or about the Lot and within the Residential Stratum which may cause vibration, noise and dust but which will not include excavation or demolition (**Stage Ongoing Works**).
- (b) The Purchaser must not take any Action in relation to the Stage Ongoing Works and the Purchaser must not seek injunctive or other relief by way of damages in relation to the Stage Ongoing Works.
- (c) Subject to clause 63(b), the Vendor will use its reasonable endeavours to minimise any disruption or interference that may be caused by the Stage Ongoing Works to the occupiers of the Lot after Completion.

### 63.2 Merger

This clause 63 does not merge upon Completion.

## 64 Works after Completion in Parcel

- (a) The Purchaser acknowledges that it is aware that the Vendor after Completion may undertake the further development and construction works in or about the Parcel which may cause vibration, noise and dust and which may include excavation or demolition (**Parcel Ongoing Works**).
- (b) The Purchaser must not take any Action in relation to the Parcel Ongoing Works and the Purchaser must not seek injunctive or other relief by way of damages in relation to the Parcel Ongoing Works.
- (c) Subject to clause 63(b), the Vendor will use its reasonable endeavours to minimise any disruption or interference that may be caused by the Parcel Ongoing Works to the occupiers of the Lot after Completion.

### 64.2 Merger

This clause 64 does not merge upon Completion.

## 65 Selling and Leasing Activities

### 65.1 Vendor's selling and leasing activities

The Purchaser agrees to permit the Vendor and persons authorised by the Vendor after Completion to:

- (a) conduct selling and leasing activities in the Building other than in the Lot;
- (b) place and maintain in, on and about the Building other than in or upon the Lot signs in connection with those selling and leasing activities;

- (c) place and maintain in, on and about the Building other than the Lot an office and/or other facility for salespersons.

65.2 *Owners Corporation Meetings*

The Purchaser agrees to vote against any motion for a resolution proposed for consideration by a meeting of the Owners Corporation or the Executive Committee or the Management Committee the passing of which would curtail or inhibit the rights of the Vendor referred to in clause 65.1.

65.3 *Covenants to continue*

The covenants in this clause continue until the Vendor completes the sale of all lots in the Registered Strata Plan.

65.4 *Non merger*

This clause 65 does not merge on Completion.

66 **Pre-Sale Requirement**

- (a) The parties acknowledge that without adequate pre-sales, construction of the Building will not be feasible and the Vendor may be unable to procure construction funding.
- (b) Notwithstanding any other provision of this contract, if the Vendor has not entered into contracts for the sale of lots in the Building with a minimum aggregate sale prices of \$171,000,000.00 by the date of 12 March 2018, then the Vendor may, in its absolute discretion, rescind this contract by notice in writing to the Purchaser by the date of 12 April 2018.
- (c) In the event the vendor rescinds this contract under clause 66(b) then clause 19 will apply.

## **Index of Schedules**

<b>Schedule 1</b>	<b>Title Particulars</b>
<b>Schedule 2</b>	<b>Layout Plan</b>
<b>Schedule 3</b>	<b>Finishes</b>
<b>Schedule 4</b>	<b>Upgrade Finishes</b>
<b>Schedule 5</b>	<b>Requisitions on Title</b>
<b>Schedule 6</b>	<b>Strata Plan</b>
<b>Schedule 7</b>	<b>By-Laws</b>
<b>Schedule 8</b>	<b>Stratum Plan</b>
<b>Schedule 9</b>	<b>Strata Management Statement</b>
<b>Vendor Disclosure Documents</b>	

Schedule 1 Title Particulars

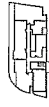
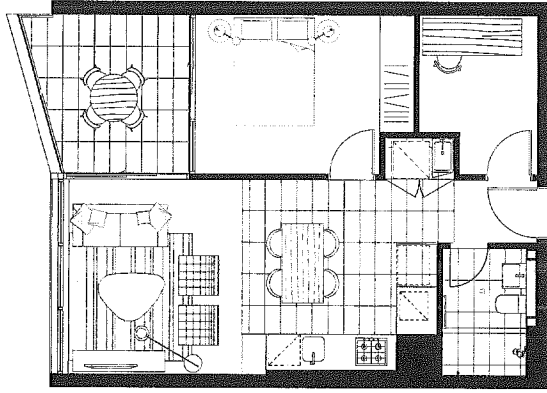
All that piece or parcel of land being proposed Lot Bb. 06 in the Strata Plan (Lot) situated at 11-13 Solent Circuit, Baulkham Hills NSW 2153 being part of the **Residential Area** in the Stratum Plan being part of the land comprised in Certificate of Title Folio Identifier 5074/1003042.



Schedule 2

Layout Plan

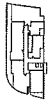




Building A Level 18



Building B Level 19



Building A Level 17



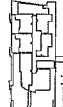
Building B Level 18



Building A Level 5-16



Building B Level 5-17



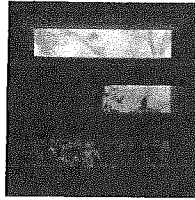
Building A Level 4



Building B Level 4







## ESPLANADE RESIDENTIAL FINISH SCHEDULE

25<sup>th</sup> January 2016

### 1. FLOORS

1.1	Entry	Carpet
1.2	Kitchen	Ceramic Tiles
1.3	General	Wool Blend Carpet
1.4	Bathroom	Ceramic Tiles
1.5	Ensuite	Ceramic Tiles
1.6	Laundry	Ceramic Tiles
1.8	Balcony	Tiles

### 2. WALLS

2.1	General	Painted plasterboard surfacing.
2.2	Laundry	Ceramic tile skirting and splashback
2.3	Bathroom	Ceramic Tiles
2.4	Ensuite (where applicable)	Ceramic Tiles

### 3. DOORS AND WINDOWS

3.1	Entry doors	1 hour fire rated – painted finish
3.2	Internal doors	Painted finish
3.3	External doors and windows	Laminated or toughened glass in powder coated aluminium frame
3.4	Door Furniture	Metal levers

### 4. WARDROBES

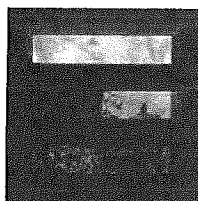
4.1	Wardrobes	Built-in wardrobes with painted hinged or sliding doors or walk-in wardrobes, all with hanging rail, drawers and shelf.
4.2	Wardrobe Doors	Sliding with Mirror finish

### 5. LINEN CUPBOARD

5.1	Cupboard	Hinged door with shelving – if provided.
-----	----------	--

### 6. KITCHEN

6.1	Cupboards	Laminate finish, melamine carcass.
6.2	Benchtop	Reconstituted Stone Bench top
6.3	Oven	Electric, Stainless steel finish
6.4	Cook Top	Gas cook top, stainless steel finish.
6.5	Dishwasher	Semi Integrated. Some 1 bed units single dish draw or smaller dishwasher.
6.6	Range hood	Recirculating
6.7	Sink	Stainless steel 1 and a half bowl. Some 1 bed units 1 bowl.
6.9	Tap Set	Chrome plated mixer sets.
7.0	Microwave	Stainless Steel Finish



## ESPLANADE RESIDENTIAL FINISH SCHEDULE

25<sup>th</sup> January 2016

### 7. LAUNDRY

- |     |               |                              |
|-----|---------------|------------------------------|
| 7.1 | Tapware       | Chrome plated taps.          |
| 7.2 | Laundry Sink  | Stainless steel laundry tub. |
| 7.3 | Clothes Dryer | Front loading appliance.     |

### 8. ENSUITE (Where applicable)

- |     |               |   |
|-----|---------------|---|
| 8.1 | Toilet suite  | White vitrified porcelain suite                         |
| 8.2 | Basin         | White vitrified porcelain suite                         |
| 8.3 | Tapware       | Chrome plated sets                                      |
| 8.4 | Accessories   | Chrome finish, style to match taps                      |
| 8.5 | Vanity        | Laminate finish to doors, with reconstituted stone top. |
| 8.6 | Mirror        | Decorative mirror and cabinet                           |
| 8.7 | Shower screen | Frameless, toughened clear glass.                       |

### 9. BATHROOM

- |     |               |   |
|-----|---------------|---|
| 9.1 | Toilet suite  | White vitrified porcelain suite                         |
| 9.2 | Basin         | White vitrified porcelain basin                         |
| 9.3 | Tapware       | Chrome plated sets                                      |
| 9.4 | Bath          | Acrylic bath  |
| 9.5 | Accessories   | Chrome finish, style to match taps.                     |
| 9.6 | Vanity        | Laminate finish to doors, with reconstituted stone top. |
| 9.7 | Mirror        | Decorative mirror and cabinet                           |
| 9.8 | Shower Screen | Frameless, toughened clear glass                        |

### 10. ELECTRICAL

- |      |                    |   |
|------|--------------------|---|
| 10.1 | Light fittings     | Ceiling mounted oyster fitting generally.<br>Downlights wet areas and kitchens.   |
| 10.2 | Electrical outlets | Electrical outlets provided in select locations throughout the apartments.        |
| 10.3 | Antenna Outlets    | TV antenna and cable TV outlet provided at one select location in each apartment. |
| 10.4 | Telephone outlets  | A telephone cable with one incoming line provided to each apartment.              |

### 11. AIR CONDITIONING

- |      |  |  |
|------|--|--|
| 11.1 |  | Air conditioning for cooling and heating |
|------|--|--|

### 12. FIRE SERVICES

- |      |  |                                    |
|------|--|------------------------------------|
| 12.1 |  | Self-contained smoke alarm system. |
|------|--|------------------------------------|

### 13. SECURITY SYSTEM

- |      |  |   |
|------|--|---|
| 13.1 |  | Video access control system                       |
| 13.2 |  | Card key access to common entry points and lifts. |

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

**Vendor:** Hills Christian Life Centre Ltd ACN 074 657 935

**Purchaser:**

**Property:**

**Dated:**

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
4. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

5. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
6. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Titles (Management) Act 1996* (the **Act**).
7. When and where may the title documents be inspected?
8. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

9. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
10. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?

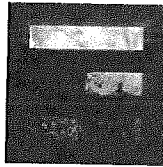
### Survey & Building

11. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
12. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Requisitions & Transfer**

- 13. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.



## ESPLANADE RESIDENTIAL OPTIONAL UPGRADE FINISH SCHEDULE

18<sup>th</sup> February 2016

### Optional Upgrades

Apartment \_\_\_\_\_ Lot \_\_\_\_\_

Purchaser Name \_\_\_\_\_

Building A

Building B

#### Tiled Floors (excluding bedrooms)

1 Bedroom Apartment

2 Bedroom Apartment

3 Bedroom Apartment

#### Timber Floors (excluding bedrooms)

1 Bedroom Apartment

2 Bedroom Apartment

#### Window and Door Furnishings

Separate pricing sheet for individual apartments

#### Kitchen

Bosch Premium Upgrade: Oven, Cook Top & Combi Oven  
Integrated Fridge

#### Laundry

Bosch Laundry Package: Washer, Condenser Dryer & staking kit

#### Study

Study Desk Joinery

#### Pendant Light

Kitchen

Bedroom

#### Barbeque

Free standing Barbeque

Variation Cost to Contract *Excludes GST* \_\_\_\_\_

Executed and Agreed by Purchaser \_\_\_\_\_

Date \_\_\_\_\_



## Approved Form 27

### By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

1	Definitions and Interpretation.....	3
2	Noise.....	5
3	Vehicles etc. on common property .....	5
4	Obstruction of common property .....	5
5	Damage to planter boxes etc on common property .....	5
6	Compensation for damage to common property .....	5
7	Not to damage common property.....	6
8	Deposit rubbish etc. on common property .....	6
9	Notice of defects, breakages and accidents.....	7
10	Storage of flammable liquids .....	7
11	Appearance of lot.....	7
12	Change in use of lot to be notified.....	7
13	No alteration to internal walls or structural features .....	8
14	Water closets and water apparatuses .....	8
15	Maintenance of air conditioning, ducting etc.....	8
16	Installation of air-conditioning, ducting etc.....	8
17	Vendor's right to sell .....	8
18	Executive Committee may ensure security.....	9
19	Keys.....	9
20	Not interfere with security and keep fire doors locked .....	10
21	Not interfere with fire fighting equipment .....	10
22	Fire protection systems, smoke detectors etc .....	10
23	Signage on common property.....	10
24	Movement of goods.....	10
25	Invitees and licensees to comply with by-laws .....	11
26	Owners Corporation to provide for management of lots, common property etc. and appoint Manager .....	11
27	Executive Committee to make rules.....	11
28	Building rules .....	12
29	Terms of Owners Corporation consents and approvals .....	12
30	No smoking.....	12
31	Behaviour of owners and occupiers .....	12
32	Children playing on common property in building.....	12
33	Drying of laundry items .....	12
34	Cleaning windows and doors.....	12
35	Moving furniture and other objects on or through common property .....	13
36	Garbage disposal .....	13
37	Keeping of animals .....	14
38	Provision of amenities or services .....	15
39	Traffic on common property .....	16
40	Access to a lot by the Owners Corporation .....	16
41	Landscaping .....	16

42	Restrictions on use of lot .....	16
43	Restricted areas of common property.....	17
44	Right of entry .....	17
45	Lifts .....	17
46	Insurance premiums.....	17
47	Storage .....	18
48	Failure to comply with by-laws .....	18
49	Strata Management Statement.....	18
50	Lot owners jointly benefitted by easements or other rights .....	18
51	Short term leasing.....	19
52	Service of documents.....	19
53	Floor coverings.....	19
54	Control on hours of operation and use of facilities .....	19
55	Rooftop Cinema and the Podium Cinema.....	20
56	BBQ Area .....	20
57	Swimming Pool .....	20
58	Podium Pool Club.....	20

DRAFT

## BY-LAWS FOR USE OF LOTS AND COMMON PROPERTY

### 1 Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:

- (a) “**Act**” means the *Strata Schemes Management Act 1996*;
- (b) “**Air Conditioning System**” means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.
- (c) “**BBQ Area**” means the area so designated in the Strata Plan for the communal use of all owners and occupiers of a lot subject to the provisions of by-law 56.
- (d) “**building**” means that part of the building as defined in the Act comprised on the Parcel being the subject of these by-laws.
- (e) “**Carparking Owner**” means the owner(s) from time to time of any car space in the strata scheme.
- (f) “**Carparking Area**” means the area dedicated for vehicle parking in or on the common property on the Strata Plan.
- (g) “**Council**” means the Hills Shire Council and other applicable authorities.
- (h) “**Executive Committee**” means the executive committee as defined in the Act.
- (i) “**Garbage Disposal Area**” means the area dedicated for the storage of garbage on the common property on the Strata Plan.
- (j) “**lot**” means a lot in the strata scheme.
- (k) “**Manager**” means the person appointed by the Owners Corporation as its strata managing agent under section 26 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
- (l) “**Owners Corporation**” means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.
- (m) “**Parcel**” means the land contained in Certificate of Title Folio Identifier 5074/1003042.
- (n) “**Plant Room**” means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.

- (o) **“Podium Cinema” “Rooftop Cinema”** means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 55.
- (p) **“Podium Pool Club”** means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 58.
- (q) **“Rooftop Cinema”** means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 55.
- (r) **“Security Key”** a key (including electronic key or swipe card) or any other security device enabling the Carparking Owner or any other owner or occupier of a lot in the Strata Plan access to the Carparking Area and/or the System.
- (s) **“Strata Plan”** means the strata plan registered in respect of the building.
- (t) **“strata scheme”** means the strata scheme as defined in the Act in respect of the Strata Plan.
- (u) **“Strata Management Statement”** means the Strata Management Statement relating to the complex of which the strata scheme is a part of.
- (v) **“Stratum Lot”** means the lot in the Stratum Plan.
- (w) **“Stratum Plan”** means the Deposited Plan registered at the Department of lands subdividing the Parcel into 3 stratum lots.
- (x) **“Swimming Pool”** means each swimming pool area designated as such in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 57.
- (y) **“Vendor”** means Hills Christian Life Centre Limited ACN 074 657 935.

1.2 In these by-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

- (f) a reference to any thing includes a part of that thing;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- (h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

## **2 Noise**

An owner or occupier of a lot must not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

## **3 Vehicles etc. on common property**

- 3.1 An owner or occupier of a lot must not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.
- 3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a registered vehicle as defined in the *Road Transport (Vehicle Registration) Act 1997* or associated legislation as amended.

## **4 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of the common property by any person.

## **5 Damage to planter boxes etc on common property**

- 5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.
- 5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

## **6 Compensation for damage to common property**

- 6.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.

- 6.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 6.1 by way of compensation.
- 6.3 Any amount payable by way of compensation in accordance with this by-law 6 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation.

## **7 Not to damage common property**

- 7.1 An owner or occupier of a lot must not mark, paint, drive nails or screws of the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 7.2 An approval given by the Owners Corporation under by-law 7.1 cannot authorise any additions to the common property.
- 7.3 This by-law does not prevent an owner or person authorised by him from installing:
- (a) any locking or other safety device for protection of his lot against intruders; or
  - (b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;
- subject to the locking or safety device or other device as the case may be being installed in the workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

7.4 Notwithstanding section 62 of the Act:

- (a) the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and
- (b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

## **8 Deposit rubbish etc. on common property**

- 8.1 An owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- 8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the

point of becoming a joint service to another lot or common property outside the lot.

## **9 Notice of defects, breakages and accidents**

- 9.1 An owner or occupier of a lot must promptly report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 9.2 An owner or occupier of a lot must, promptly after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Executive Committee of that defect or accident.

## **10 Storage of flammable liquids**

- 10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.
- 10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or internal combustion engine which is stored appropriately within the Carparking Area.

## **11 Appearance of lot**

- 11.1 An owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.
- 11.2 An owner or occupier of a lot must not erect, install or apply any blinds, shutters, window treatments, security devices (including grills and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation. Unless otherwise approved by the Owners Corporation, all curtains must have a white backing (to the extent they are in front of the facade glazing).

## **12 Change in use of lot to be notified**

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way (after obtaining necessary approvals) that may affect

the insurance premiums for the strata scheme (for example, if the change in use results in a hazardous activity being carried out on a lot).

### **13 No alteration to internal walls or structural features**

An owner or occupier of a lot must not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval must not be unreasonably withheld.

### **14 Water closets and water apparatuses**

An owner or occupier of a lot must not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and must not deposit or throw any sweepings, rubbish, rags, napkins or any other similar article into that apparatus.

### **15 Maintenance of air conditioning, ducting etc**

An owner or occupier must at its cost:

- (a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System;
- (b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;
- (c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot;
- (d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and
- (e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

### **16 Installation of air-conditioning, ducting etc**

The owner or occupier of the lot must not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation.

### **17 Vendor's right to sell**

- 17.1 For such time as the Vendor remains an owner of a lot in the strata scheme, those companies shall have a special privilege to conduct selling or leasing activities within the Parcel, including the common property.

17.2 The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:

- (a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
- (b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

## **18 Executive Committee may ensure security**

The Executive Committee may take all reasonable steps to ensure the security of the Parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any part of the common property.

## **19 Keys**

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- (a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- (b) the Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of a reasonable charge as may be determined from time to time by the Executive Committee;
- (c) the owner of a lot to whom any key or any operating system is given under this by-law must:
  - (1) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
  - (2) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- (d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

## **20 Not interfere with security and keep fire doors locked**

An owner or occupier of a lot must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the Parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

## **21 Not interfere with fire fighting equipment**

An owner or occupier of a lot must not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

## **22 Fire protection systems, smoke detectors etc**

22.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.

22.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

## **23 Signage on common property**

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme.

## **24 Movement of goods**

An owner or occupier of a lot will permit to be used for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the Parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the Parcel in accordance with the rules determined by the Executive Committee.

## **25 Invitees and licensees to comply with by-laws**

- 25.1 An owner or occupier of a lot which is the subject to a lease or licence agreement must take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 25.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

## **26 Owners Corporation to provide for management of lots, common property etc. and appoint Manager**

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- (a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) the supervision of any employees and/or contractors of the Owners Corporation;
- (d) the control and supervision of the common property generally; and
- (e) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

## **27 Executive Committee to make rules**

The Executive Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the Parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme and the times and manner in which any part of the common property may be used.

**28 Building rules**

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

**29 Terms of Owners Corporation consents and approvals**

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

**30 No smoking**

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property.

**31 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**32 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**33 Drying of laundry items**

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Parcel (including the lot) in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

**34 Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless the Owners Corporation resolves that:

- (a) it will keep the glass or specified part of the glass clean; or

- (b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

### **35 Moving furniture and other objects on or through common property**

- 35.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 35.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 35.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

### **36 Garbage disposal**

- 36.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the lot on a regular basis.
- 36.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.
- 36.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:
  - (a) permitted means and times for disposal;
  - (b) disposal routes;
  - (c) permitted pick-up areas (if any);
  - (d) location of garbage removal;
  - (e) storage of garbage;
  - (f) containment of garbage;
  - (g) regularity of garbage removal;
  - (h) segregation of garbage; and
  - (i) special garbage requirements,

and may also incorporate or address other matter as determined by the Owners Corporation from time to time.

36.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Owners Corporation, to:

- (a) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
- (b) clean the Garbage Disposal Area on at least a weekly basis; and
- (c) conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.

36.5 An owner or occupier of a lot must:

- (a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
- (b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;
- (c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;
- (d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
- (e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 36.3.

36.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

36.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.

### **37 Keeping of animals**

37.1 Subject to section 49(4) of the Act, an owner or occupier of a lot may keep 1 dog, cat, or small caged bird or fish kept in a secure aquarium on the lot.

37.2 For the purposes of by-law 37.1, the term "small" means:

- (a) a fish which an ordinary person may legally acquire and keep in an aquarium as a companion animal which is not poisonous or otherwise dangerous to persons;

- (b) a bird which an ordinary person may legally acquire and keep in a cage as a companion animal which is not dangerous to any persons but excluding any type of chicken or other fowl;
- 37.3 For the purposes of by-law 37.1 an owner or occupier may keep 1 dog or cat which , under the terms of the *Companion Animals Act 1998* (NSW), is not:
- (1) declared a menacing, dangerous or nuisance dog;
  - (2) declared a nuisance cat; or
  - (3) a restricted breed.
- 37.4 An owner or occupier may request the Executive Committee to provide confirmation that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Executive Committee as complying with this by-law 37.
- 37.5 If an owner or occupier of a lot keeps an animal as referred to in by-law 37.1 the owner or occupier must:
- (a) notify the Owners Corporation;
  - (b) keep the animal within the lot; and
  - (c) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### **38 Provision of amenities or services**

- 38.1 The Executive Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:
- (a) window cleaning;
  - (b) garbage disposal and recycling services;
  - (c) electricity, water or gas supply; and
  - (d) telecommunication services (for example, cable television).
- 38.2 If the Owners Corporation makes a resolution referred to in by-law 38.1 to provide an amenity or service to a lot or to the owner of occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### **39 Traffic on common property**

39.1 The Executive Committee has the power to:

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

39.2 An owner or occupier of a lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Executive Committee.

39.3 An owner or occupier of a lot must comply at all times with any carparking management plan implemented from time to time by the Executive Committee.

### **40 Access to a lot by the Owners Corporation**

The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with section 65 of the Act.

### **41 Landscaping**

The owners and occupiers must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot:

- (a) are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;
- (b) are regularly maintained and kept neat and tidy at all times;
- (c) are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and
- (d) do not hang or grow over the boundary of the lot.

### **42 Restrictions on use of lot**

42.1 An occupier or owner of a lot must not (and is not entitled to) use any lot as a brothel or massage parlour or any other use that is prohibited by law.

42.2 An owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

### **43 Restricted areas of common property**

Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter into the roof of the building or any Plant Room.

### **44 Right of entry**

An owner or occupier any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them , together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their lot or to another lot or Common Property or the Carparking Area.

### **45 Lifts**

- 45.1 An owner or occupier of a lot must not misuse or permit to be misused any lift within or upon the common property and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.
- 45.2 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme must use lifts contrary to this capacity.
- 45.3 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.
- 45.4 Where any damage is caused to a lift by any owner or occupier or an owner or occupiers invitee(s) then the Owners Corporation may recover such costs attributable to the rectification of any such damage in line with by-law 6.

### **46 Insurance premiums**

- 46.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 46.2 If the Owners Corporation gives approval under this by-law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

## **47 Storage**

An owner or occupier of a lot must not use any part of a lot designated for the use of storage to store any flammable substance nor for any purpose that creates a nuisance or harm.

## **48 Failure to comply with by-laws**

- 48.1 The Owners Corporation may do anything on a lot that an owner or occupier should have done under the by-laws which an owner or occupier has not undertaken or in the opinion of the Owners Corporation has not been done properly.
- 48.2 The Owners Corporation must give the occupier or owner written notice specifying when it will enter into a lot to do the work. An owner or occupier must:
- (a) give the Owners Corporation (or persons authorised by it) access to the lot according to the notice and at the owner or occupier's cost; and
  - (b) pay the Owners Corporation for its costs for doing the work.
- 48.3 The Owners Corporation may recover any money the owner or occupier owes the Owners Corporation under the by-laws as a debt, and this debt may be added to the owner's levy notice.

## **49 Strata Management Statement**

- 49.1 If there is an inconsistency with a by-law in the Strata Scheme and the Strata Management Statement the Owners Corporation must amend the by-law to make it consistent with the Strata Management Statement.
- 49.2 The Owners Corporation and owners or occupiers of lots in the Strata Plan must at all times comply with the Strata Management Statement and a consent from the Owners Corporation or the executive Committee does not relieve the obtaining of consent under the Strata Management Statement if required.
- 49.3 The Executive Committee may appoint a Representative or Substitute Representative under the Strata Management Statement from a member of the Executive Committee and terminate or appoint a new Representative or Substitute Representative at any time.

## **50 Lot owners jointly benefitted by easements or other rights**

Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extent of the use and benefit between the lots cannot be determined from the Stratum Plan, and any instrument registered in conjunction with the Stratum Plan, then the Executive Committee appointed from time to time may make rules and regulations about the extent of the

use and benefit between lots and the owners and occupiers of lots must comply with those rules and regulations at all times.

## **51 Short term leasing**

The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010* (as amended or replaced).

## **52 Service of documents**

A document which is otherwise required to be served by the Owners Corporation or Executive Committee or any of their representatives may be served on an owner or occupier of a lot by electronic means provided that the person has given the Owners Corporation or Executive Committee an email address for the service of notices and the document is sent to that address.

## **53 Floor coverings**

- 53.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 53.2 An owner or occupier of a lot must notify the Owners Corporation in writing no less than 21 days before changing any of the floor coverings or surfaces of a lot. The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier of the lot to reduce or otherwise ensure that by-law 53.1 is complied with including specifications detailing compliance with the Building Code of Australia.
- 53.3 This by-law does not affect any requirement under any law to obtain a consent, approval or other authorisation which may be required for the changing of the floor covering or surface concerned.
- 53.4 An owner or occupier of the lot must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.

## **54 Control on hours of operation and use of facilities**

- 54.1 The Owners Corporation may, by special resolution make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or common property of the strata scheme:
  - (a) that commercial or business activities may be conducted on a lot or common property;

- (b) that any commercial or business activities which are conducted on a lot or common property are only conducted during certain times;
- (c) that facilities situated on the common property may only be used during certain times or under certain conditions; and
- (d) any other reasonable condition which is in line with the party's rights of use and enjoyment of the lot or common property of the strata scheme.

54.2 An owner or occupier of a lot must comply with any such determination referred to in by-law 54.1.

### **55 Rooftop Cinema and the Podium Cinema**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the Rooftop Cinema and the Podium Cinema.
- (b) The Rooftop Cinema and the Podium Cinema may only be accessed and used by owners and occupiers of lots.

### **56 BBQ Area**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the BBQ Area.
- (b) The BBQ Area may only be accessed and used by owners and occupiers of lots.

### **57 Swimming Pool**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the Swimming Pool.
- (b) The Swimming Pool may only be accessed and used by owners and occupiers of lots.

### **58 Podium Pool Club**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the Swimming Pool.
- (b) The Swimming Pool may only be accessed and used by owners and occupiers of lots.

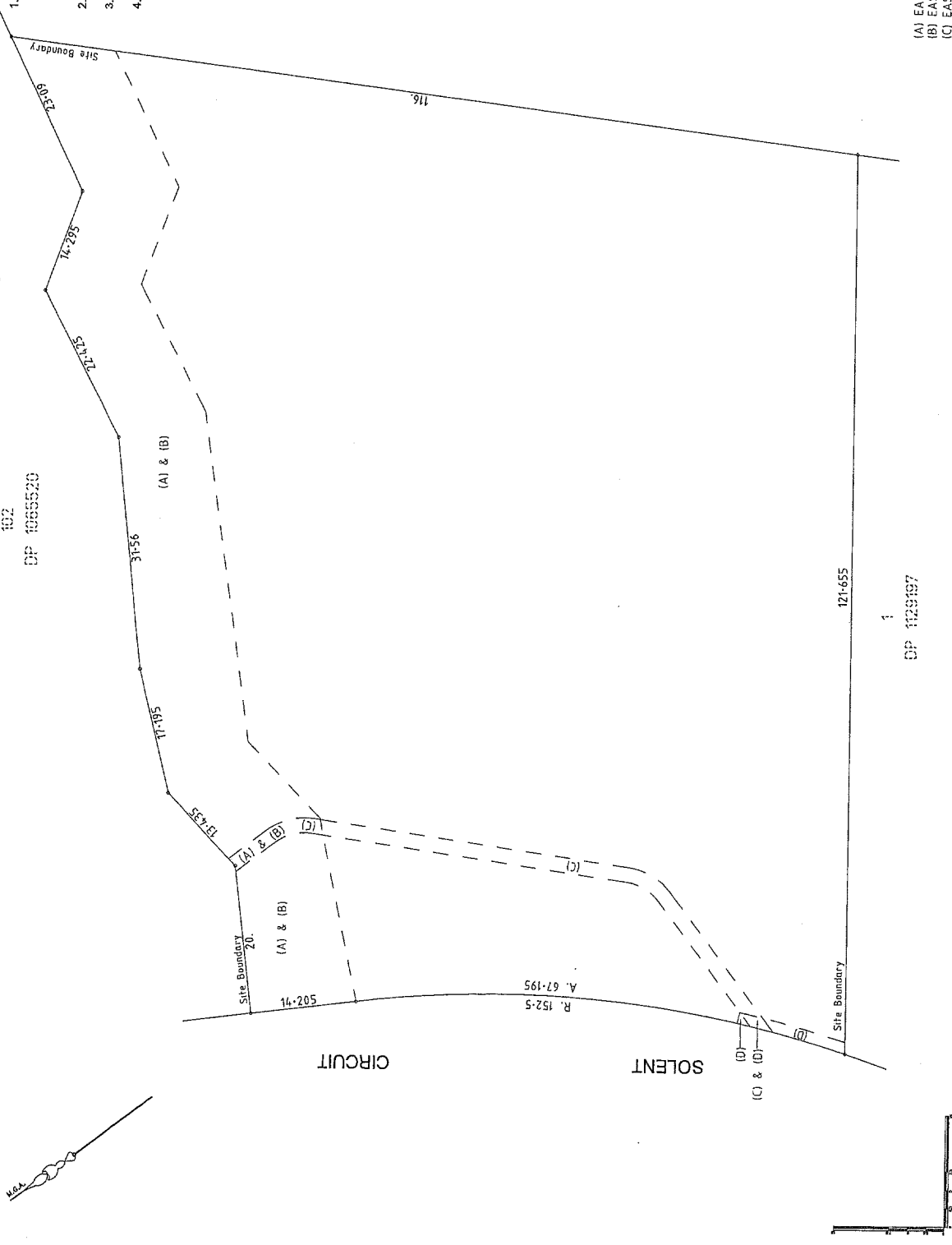
**PERIMETER BOUNDARIES & EXISTING EASEMENTS**

**GENERAL NOTES**

1. THE PURPOSE OF THIS PLAN IS TO INDICATE THE CONCEPTUAL PROPOSED BOUNDARY LOCATION FOR A STRATUM SUBDIVISION OF THE SUBJECT LAND. ALL BOUNDARIES SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO APPROVAL & FINAL SURVEY OF THE ELEMENTS OF THE BUILDINGS.
2. GLOBAL EASEMENTS FOR ACCESS, SERVICES, ETC ARE TO BE CREATED AS REQUIRED.
3. A BUILDING MANAGEMENT STATEMENT IS TO BE REGISTERED WITH THIS SUBDIVISION.
4. THE EASEMENT FOR PUBLIC ACCESS AND EASEMENT FOR JETTY STRUCTURES & PIERS ARE TO BE RELEASED AND RECREATED IN STRATUM TO NOT PASS THROUGH THE PROPOSED BUILDING AND ANCILLARY WORKS.

50772  
DP 676268

- (A) EASEMENT FOR PUBLIC ACCESS (DP876998)
- (B) EASEMENT FOR JETTY STRUCTURES & PIERS (DP876998)
- (C) EASEMENT FOR DRAINAGE OF WATER 2' WIDE (DP1003042)
- (D) EASEMENT FOR DRAINAGE OF WATER 1.5' WIDE (DP1003042)



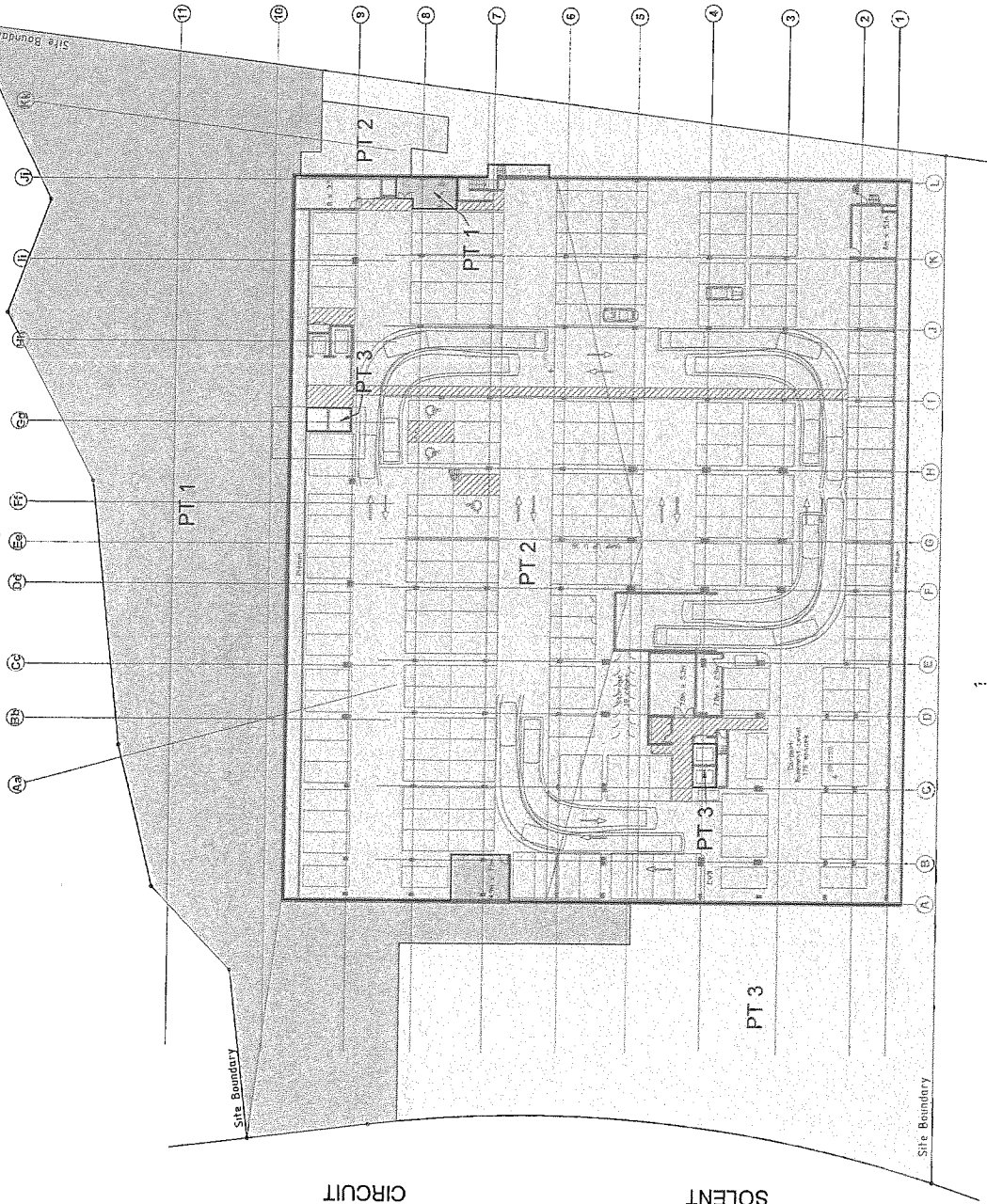
DP 1128197

CLIENT: <b>BLUESTONE GROUP</b> TITLE: <b>PLAN SHOWING THE CONCEPT OF THE PROPOSED STRATUM SUBDIVISION OF LOT 5074 DP1003042.</b> LOCALITY: <b>BAULKEHAM HILLS LGA: THE HILLS SHIRE</b>	SHEET No 1 OF 8 SHEETS
	DRAFTED BB SCALES 1:400 @ A2 CHECKED WDT DATE 11/02/2016 PLAN REF: 124913/DA-STRATUMSUBD
CLIENT: <b>JBW Surveyors Pty Ltd.</b> ACN 001148373 Level 7, 376 Bay Street, Brighton-Le-Sands NSW 2216 Phone: (02) 9333 9700 Fax: (02) 9556 3100 www.jbwsurveyors.com.au Liability limited by a scheme approved under Professional Standards Legislation.	

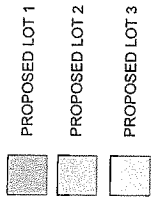
**BASEMENT LEVEL 1 & BELOW**

1022

DP 10655520



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DP 676258

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SHEET No	2	OF	8	SHEETS
DRAFTED	BB	SCALES	1:100 @ A2	
CHECKED	WDT	DATE	11/02/2016	
PLAN REF:	124.913/DA-STRATUMSUBD			

CLIENT	BLUESTONE GROUP
TITLE	PLAN SHOWING THE CONCEPT OF THE PROPOSED STRATUM SUBDIVISION OF LOT 5074 DP1003042.
LOCALITY:	BAULKHAM HILLS LGA: THE HILLS SHIRE

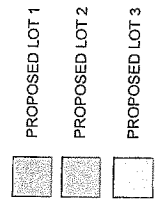
**JBW Surveyors Pty Ltd.**  
 ACN 001148873  
 Level 7, 376 Bay Street Brighton-Le-Sands NSW 2216  
 Phone: (02) 9535 9700 Fax: (02) 9556 3100  
 www.jbwsurveyors.com.au  
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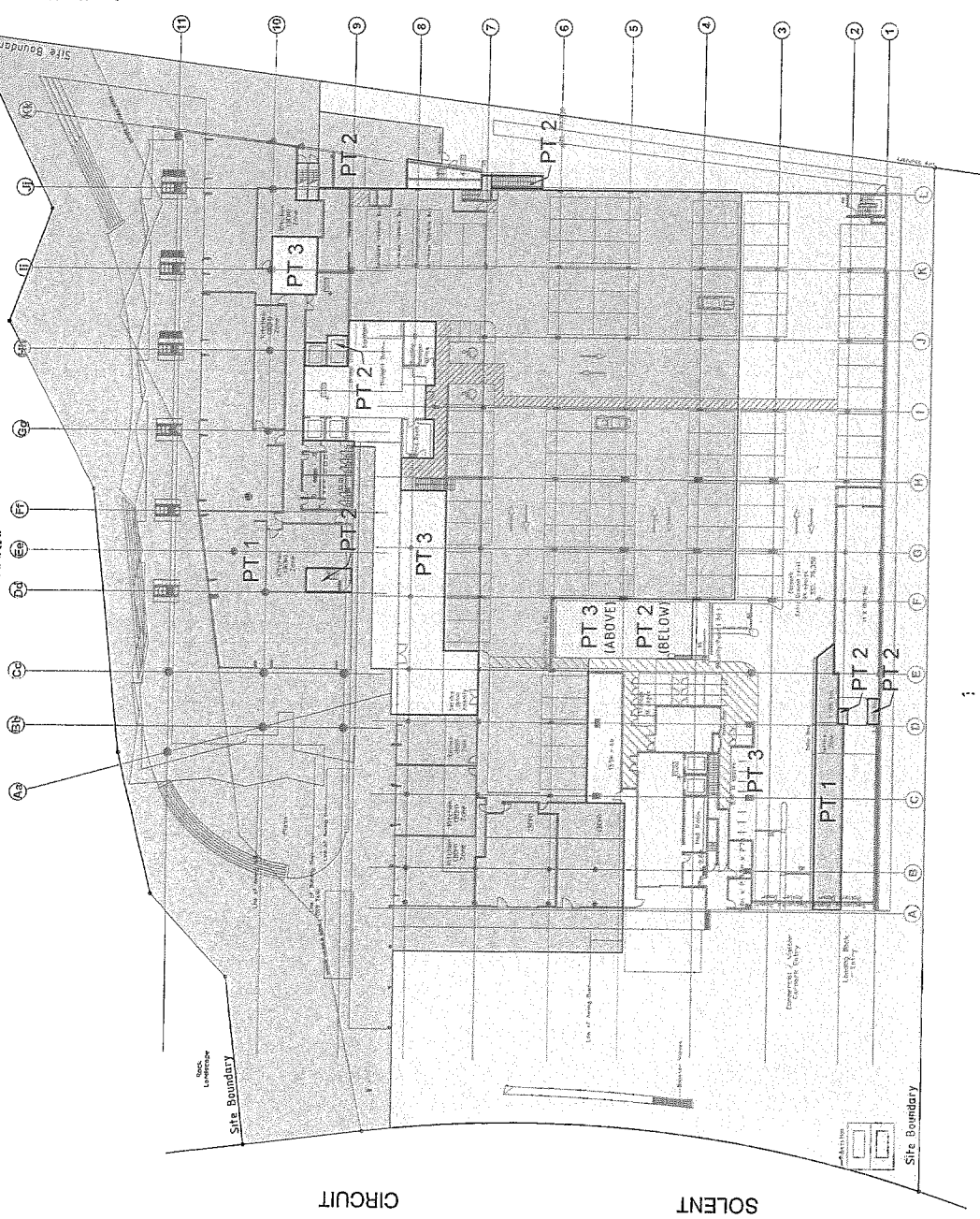
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DP 8782558



**GROUND LEVEL**

102

DP 10365520



DP 1129197

**JBW Surveyors Pty Ltd.**  
ACN 001148978

Level 7, 376 Bay Street, Brighton-Le-Sands NSW 2216  
Phone: (02) 9335 9700 Fax: (02) 9556 3100  
www.jbwsurveyors.com.au

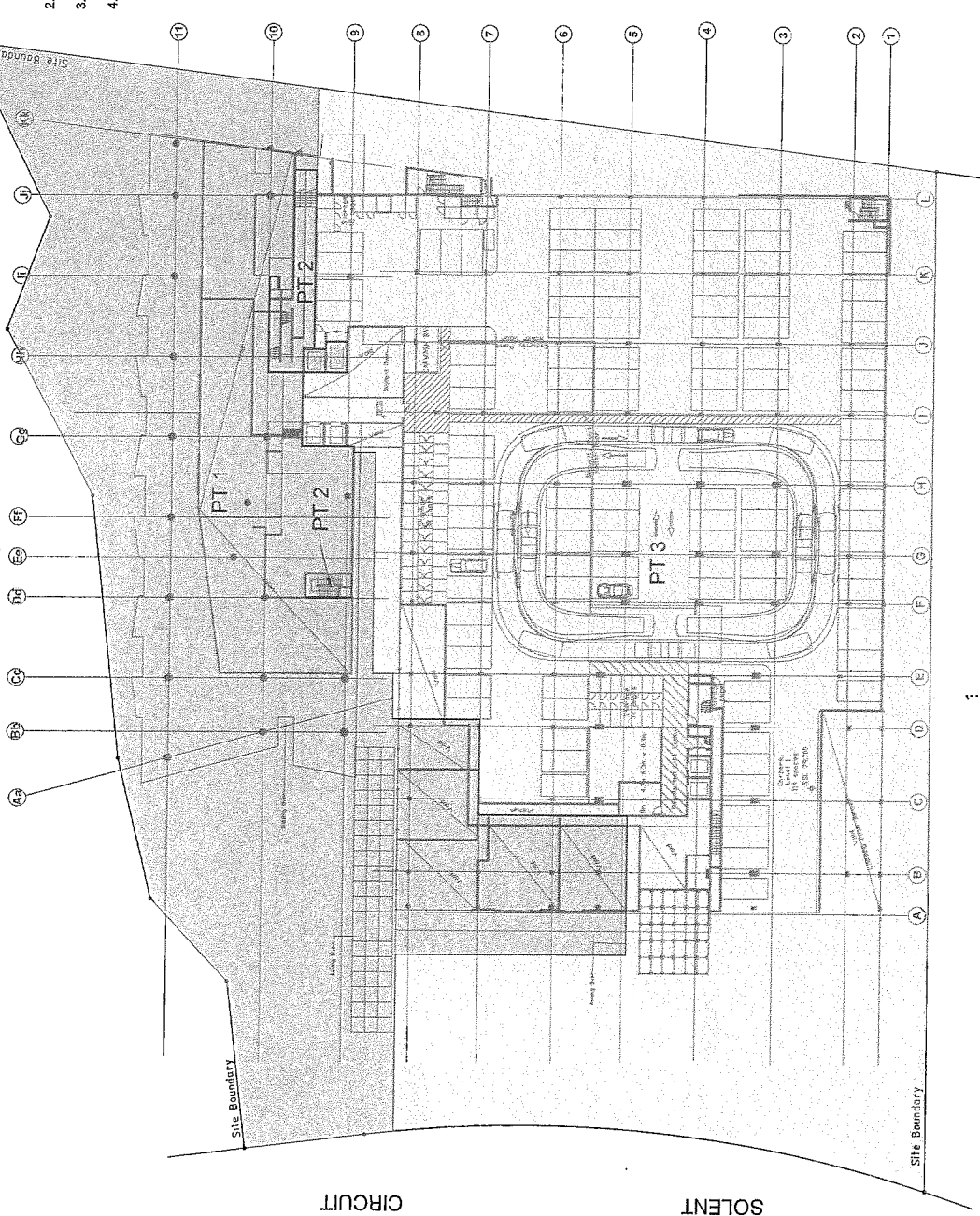
Liability limited by a scheme approved under Professional Standards Legislation.

CLIENT	BLUESTONE GROUP	SHEET No	3	OF	8	SHEETS
TITLE	PLAN SHOWING THE CONCEPT OF THE PROPOSED STRATUM SUBDIVISION OF LOT 5074 DP1003042.	DRAFTED	BB	SCALES	1:400 @ A2	
		CHECKED	WDT	DATE	11/02/2016	
LOCALITY:	BALUKHAM HILLS	LGA:	THE HILLS SHIRE	PLAN REF:	124913/DA-STRATUMSUBD	

**GROUND FLOOR (BUILDING 'A') / LEVEL 1 (BUILDING 'B')**

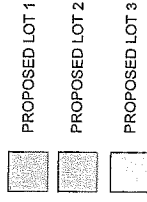
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DP 1065520



5072

DP 878258



PROPOSED LOT 1

PROPOSED LOT 2

PROPOSED LOT 3

**GENERAL NOTES**

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DP 1129197

**JBW Surveyors Pty Ltd.**

ACN 001149373

Level 7, 376 Bay Street Brighton-Le-Sands NSW 2216  
Phone: (02) 9558 9700 Fax: (02) 9556 3100  
www.jbwsurveyors.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

CLIENT **BLUESTONE GROUP**

TITLE  
PLAN SHOWING THE CONCEPT OF THE PROPOSED  
STRATUM SUBDIVISION OF LOT 5074 DP1003042.

LOCALITY: **BAULKHAM HILLS** LGA: **THE HILLS SHIRE**

SHEET No 4 OF 8 SHEETS

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CHECKED WDT DATE 11/02/2016

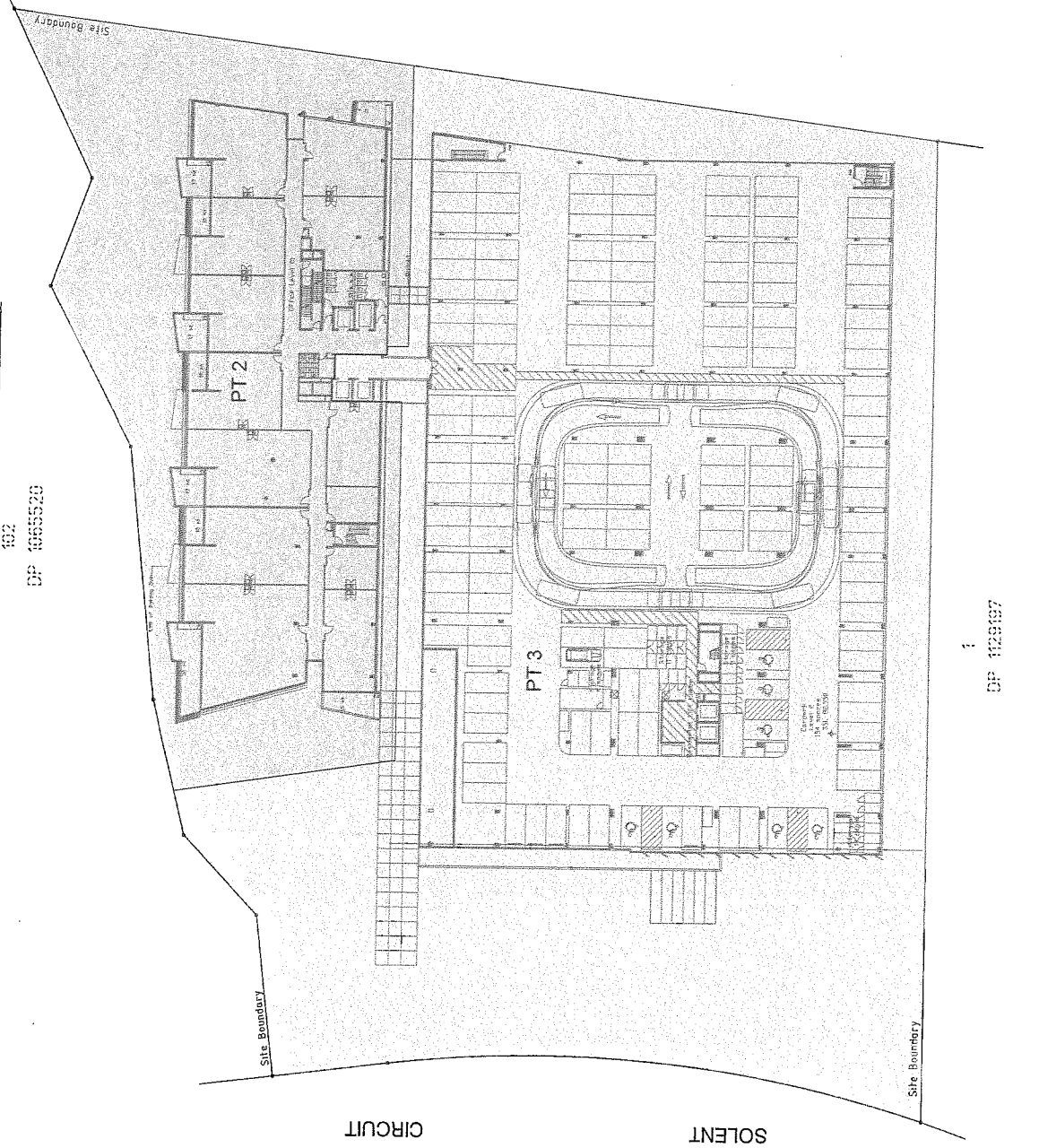
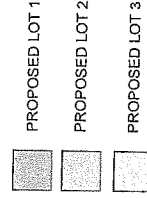
PLAN REF. 124913/DA-STRATUMS/IBD

**LEVEL 1 (BUILDING 'A') / LEVEL 2 (BUILDING 'B')**

102  
DP 10655520

- GENERAL NOTES**
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DP 878258



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DP 11251927

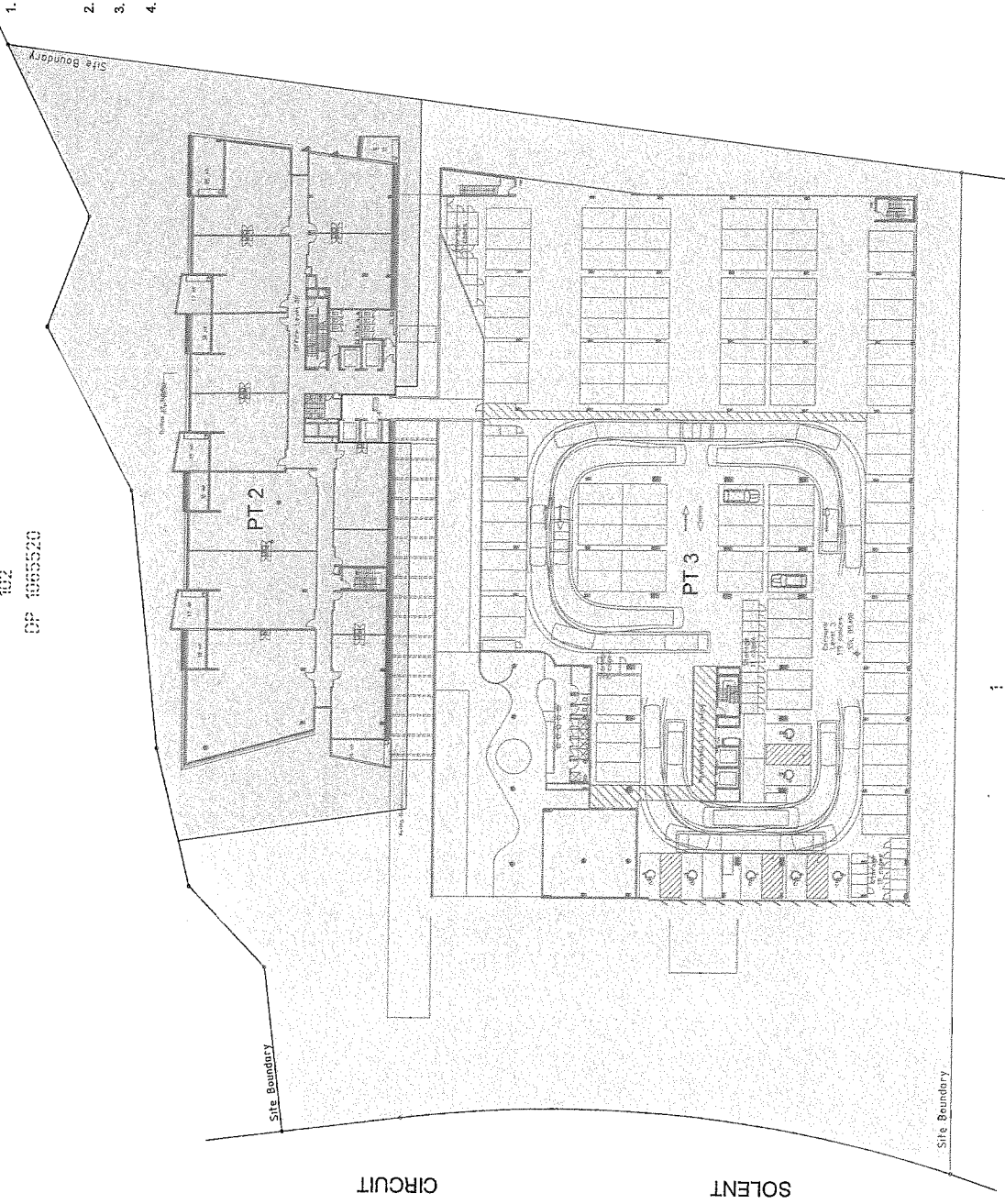
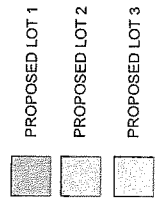
CLIENT: BLUESTONE GROUP TITLE: PLAN SHOWING THE CONCEPT OF THE PROPOSED STRATUM SUBDIVISION OF LOT 5074 DP1003042.	SHEET No 5 OF 8 SHEETS
	DRAFTED BB SCALES 1:400 @ A2 CHECKED WDT DATE 11/02/2016 PLAN REF: 124913/DA-STRA TUM5UBD
LOCALITY: BALKHAM HILLS LGA: THE HILLS SHIRE	JBW Surveyors Pty Ltd. ACN 001148273 Level 7, 376 Bay Street Brighton-Le-Sands NSW 2216 Phone: (02) 9335 9700 Fax: (02) 9556 3100 www.jbwsurveyors.com.au Liability limited by a scheme approved under Professional Standards Legislation.

**LEVEL 2 (BUILDING 'A') / LEVEL 3 (BUILDING 'B')**

102  
CP 10033520

- GENERAL NOTES**
1. THE PURPOSE OF THIS PLAN IS TO INDICATE THE CONCEPTUAL PROPOSED BOUNDARY LOCATION FOR A STRATUM SUBDIVISION OF THE SUBJECT LAND. ALL BOUNDARIES SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO APPROVAL & FINAL SURVEY OF THE ELEMENTS OF THE BUILDINGS.
  2. GLOBAL EASEMENTS FOR ACCESS, SERVICES, ETC ARE TO BE CREATED AS REQUIRED.
  3. A BUILDING MANAGEMENT STATEMENT IS TO BE REGISTERED WITH THIS SUBDIVISION.
  4. THE EASEMENT FOR PUBLIC ACCESS AND EASEMENT FOR JETTY STRUCTURES & PIERS ARE TO BE RELEASED AND RECREATED IN STRATUM TO NOT PASS THROUGH THE PROPOSED BUILDING AND ANCILLARY WORKS.

5072  
CP 878258



1  
CP 11251927

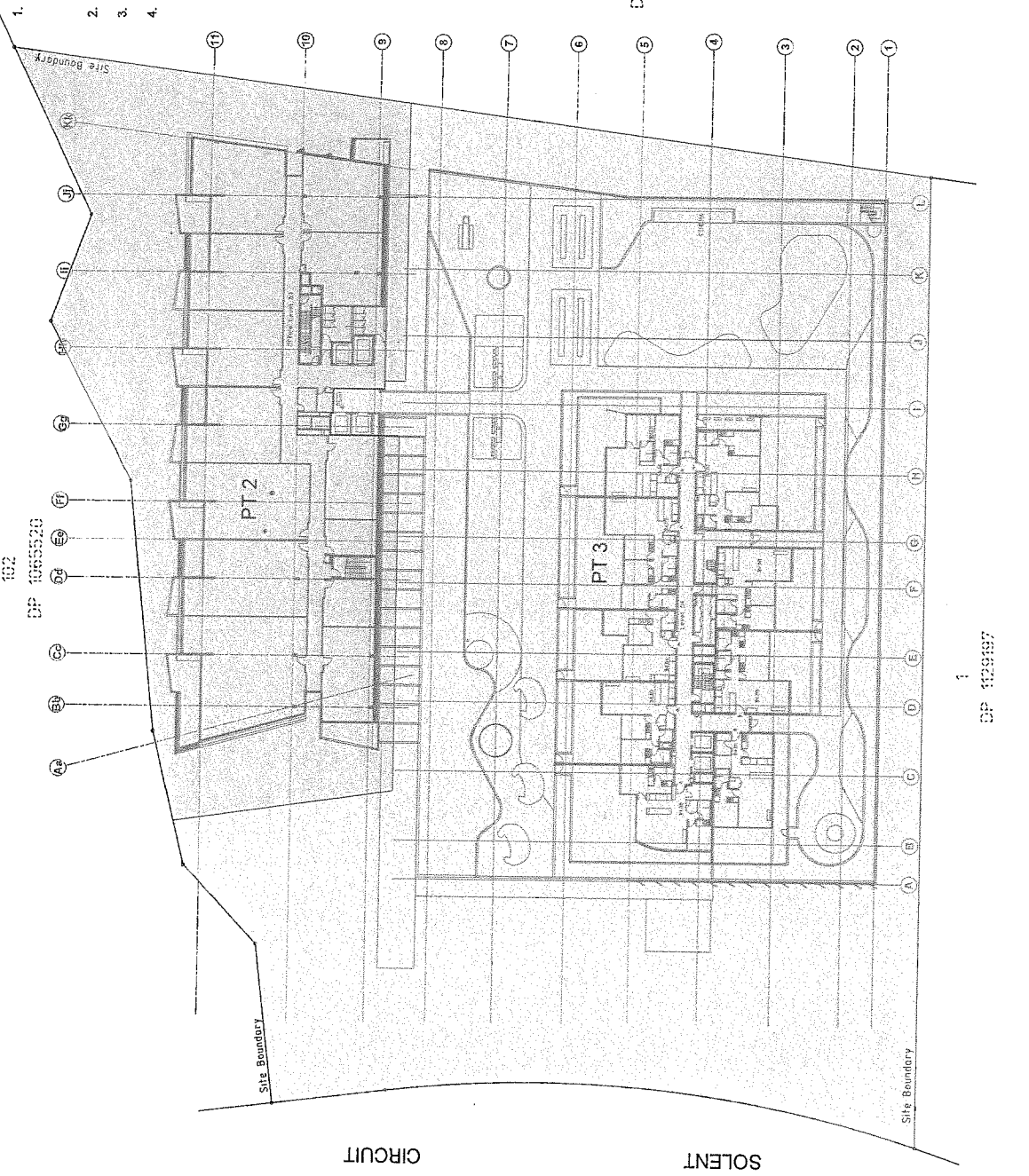
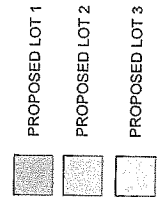
CLIENT	BLUESTONE GROUP	SHEET No	6	OF	8	SHEETS
	TITLE	PLAN SHOWING THE CONCEPT OF THE PROPOSED STRATUM SUBDIVISION OF LOT 5074 DP1003042.	DRAFTED	BB	SCALES	1:400 @ A2
LOCALITY:	BAULKHAM HILLS	LGA:	THE HILLS SHIRE	CHECKED	WDT	DATE
			PLAN REF:	124/913/DA-STRATUMSUBD		

**JBW Surveyors Pty Ltd.**  
ACN 001149573  
Level 7, 376 Bay Street Brighton-Le-Sands NSW 2216  
Phone: (02) 9535 9700 Fax: (02) 9556 3100  
www.jbwsurveyors.com.au  
Liability limited by a scheme approved under Professional Standards Legislation.

**LEVEL 3 (BUILDING 'A') / LEVEL 4 (BUILDING 'B')**

- GENERAL NOTES**
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DP 378258

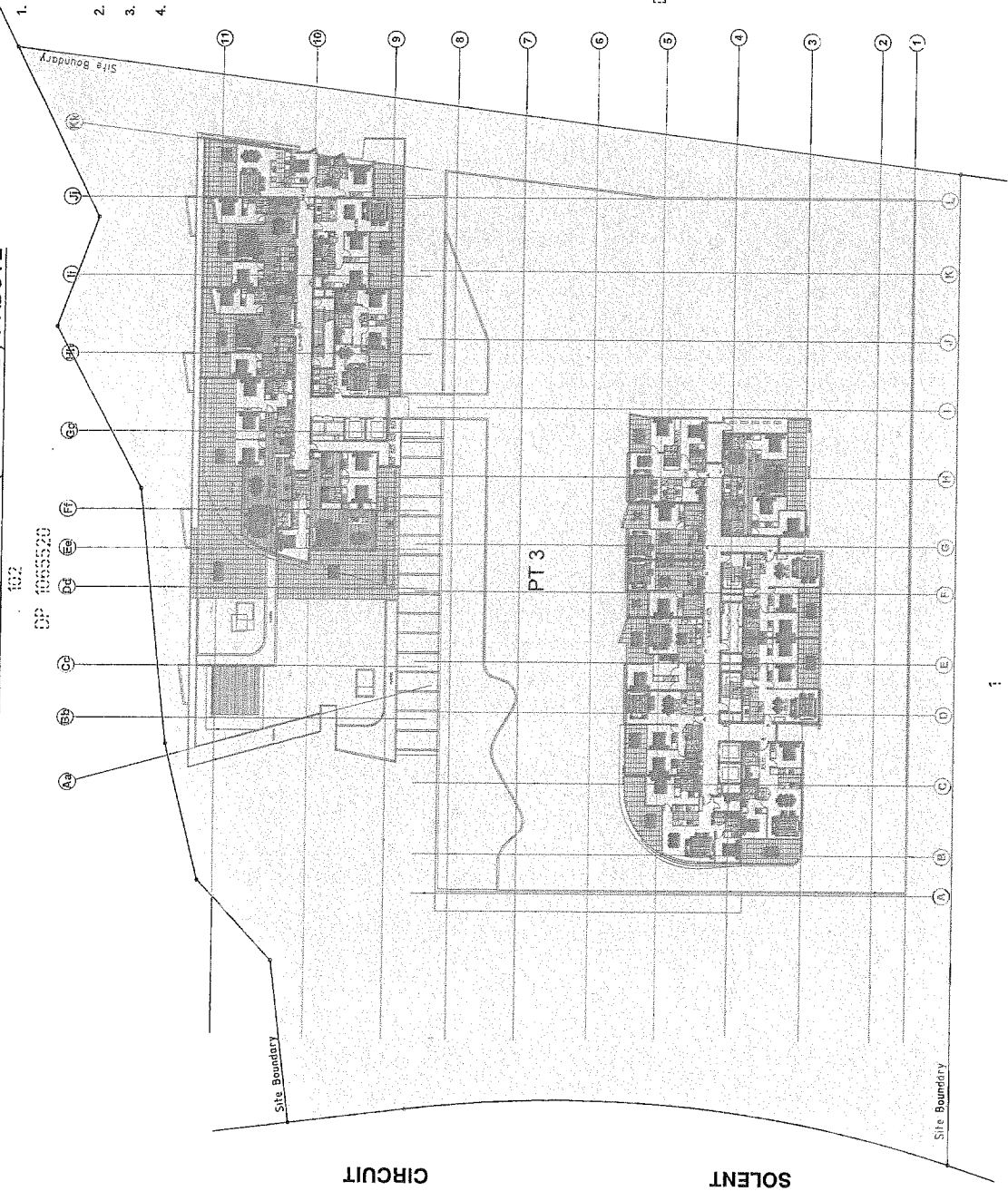


1  
DP 4123197

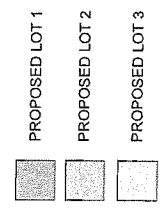
<p><b>CLIENT</b> BLUESTONE GROUP</p> <p><b>TITLE</b> PLAN SHOWING THE CONCEPT OF THE PROPOSED STRATUM SUBDIVISION OF LOT 5074 DP1003042.</p> <p><b>LOCALITY:</b> BAULKHAM HILLS LGA: THE HILLS SHIRE</p>	<p>SHEET No 7 OF 8 SHEETS</p>											
	<table border="1"> <tr> <td>DRAFTED</td> <td>BB</td> <td>SCALES</td> <td>1:400 @ A2</td> </tr> <tr> <td>CHECKED</td> <td>WDT</td> <td>DATE</td> <td>17/02/2016</td> </tr> <tr> <td colspan="2">PLAN REF:</td> <td colspan="2">124913/DA-STRATUMSUBD</td> </tr> </table>	DRAFTED	BB	SCALES	1:400 @ A2	CHECKED	WDT	DATE	17/02/2016	PLAN REF:		124913/DA-STRATUMSUBD
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CHECKED	WDT	DATE	17/02/2016									
PLAN REF:		124913/DA-STRATUMSUBD										
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**LEVEL 4 (BUILDING 'A') & ABOVE / LEVEL 5 (BUILDING 'B') & ABOVE**

102  
DP 1035523



1  
DP 1129197



5072  
DP 578258

**GENERAL NOTES**

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<b>CLIENT</b> BLUESTONE GROUP <b>TITLE</b> PLAN SHOWING THE CONCEPT OF THE PROPOSED STRATUM SUBDIVISION OF LOT 5074 DP1003942. <b>LOCALITY:</b> BAULKHAM HILLS LGA: THE HILLS SHIRE	SHEET No 8 OF 8 SHEETS DRAFTED BB SCALES 1:400 @ A2 CHECKED WDT DATE 11/02/2016 PLAN REF: 124913/DA-STRATUMSUBD
	<b>JBW Surveyors Pty Ltd.</b> ACN 001148373 Level 7, 376 Bay Street Brighton-Le-Sands NSW 2216 Phone: (02) 9535 9700 Fax: (02) 9556 3100 www.jbwsurveyors.com.au Liability limited by a scheme approved under Professional Standards Legislation.

# Strata Management Statement

## *Esplanade*

### **Sydney**

Level 29, MLC Centre, 19 Martin Place, Sydney NSW 2000

PO Box Q1164, QVB Post Office, Sydney NSW 1230

t: +61 2 9373 3555 | f: +61 2 9373 3599 | DX 282 Sydney | [www.sparke.com.au](http://www.sparke.com.au)

adelaide | brisbane | canberra | melbourne | newcastle | perth | port macquarie | sydney | upper hunter

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# Strata Management Statement

## Overview

This Strata Management Statement is a set of rules that regulates the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called "part building strata schemes".

A strata management statement confers rights and imposes obligations on the owners corporation and owners and occupiers of lots in a building in which there is a part building strata scheme. It contains provisions about a wide range of issues including meetings, financial management and the maintenance of shared facilities.

This Strata Management Statement regulates:

- (a) the manner in which Esplanade is used;
- (b) the procedures for maintaining the Shared Facilities;
- (c) the procedures for apportioning Shared Costs;
- (d) the procedures for Meetings;
- (e) the procedures for the financial management of the Shared Facilities and Shared Costs.

The persons who must comply with this Strata Management Statement are set out in clause 2.

## 1 Dictionary and Interpretations

### 1.1 Dictionary

In this Management Statement, unless the contrary intention appears:

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

**Approved Insurer** has the same meaning as in the Act.

**Architectural Code** means the architectural codes for Esplanade, attached at Schedule 3 agreed to at a Meeting of the Management Committee.

**Awning** means any awning attached to Esplanade and overhanging pavement.

**Authority** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity with jurisdiction over Esplanade.

**Boardwalks** means the boardwalks, plaza and access ways referred to in clause 31 and SF17.

**Building or Buildings** means the structure and structures and improvements located on Esplanade.

**Budget** means the estimate of Shared Costs determined under clause 18.

**Business Day(s)** means a day which is not a Saturday, Sunday or a Public Holiday.

**By-Laws** means the by-laws of a Strata Plan.

**Chairman** means the Chairman appointed pursuant to clause 4.

**Car Park** means the car park area for the Commercial Stratum and Residential Stratum.

**Car Space** means the car space allocated to the Owner or Occupier of a Lot.

**Commercial Lot** means a Lot which can only be used for commercial or retail purposes.

**Commercial Owners Corporation** means the Owners Corporation of the Commercial Stratum.

**Common Property** means the common property within a Strata Plan.

**Commercial Stratum** means Lot [#] in DP[#].

**Council** means [The Hills Shire Council].

**Defaulting Member** means a Member who fails to comply with a notice in clause 22.14.

**Default Notice** means the default notice issued in accordance with clause 22.14(a).

**Developer** means [Hills Christian Life Centre Limited ACN 074 657 935].

**DP** means a Deposited Plan.

**Easements** means all registered easements created and notified on the Stratum Plan or Strata Plan, being easements for personal access, service access and vehicular access defined in the Act or any other statutory easements for support or shelter as defined in the Act and this Management Statement.

**Emergency** means a situation posing an immediate threat to human safety or loss or damage to physical property.

**Esplanade** means all the Lots that comprise the Stratum Plan, the Shared Facilities and all open space common property areas located on the Property.

**Excluded Services** means:

- (a) all interior fixtures, furniture, finishings, fittings within a Lot including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and
- (b) all pipes, wires, ducts and cables within a Lot for the exclusive use of that Lot, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

**Facilities Manager** means the facilities manager appointed in accordance with clause 12.

**Financial Statements** means the statements to be prepared by the Management Committee in accordance with clauses 19.8 and 19.9.

**Fire Control Equipment** means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purpose of fire control.

**Fund** means the fund used to levy, collect, deposit and make payment for the Shared Costs.

**Funds** means the funds levied by the Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 2.

**Garbage Disposal Area** means that part of the Common Property designated by the Management Committee from time to time for the storage of garbage for Owners and Occupiers.

**Insurance** means all insurances required to be effected under clause 20 with an Approved Insurer in which more than one Member has an interest and any other insurance determined by Unanimous Resolution to be insurance.

**Law** means includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

**Lot or Lots** means any of the Commercial Stratum and the Residential Stratum and where those stratum lots have been strata subdivided, the lots within such strata scheme or schemes.

**Management Committee** means the Committee to be formed under clause 3, which is responsible for managing Esplanade behalf of the Members.

**Management Statement** means this management statement including all annexures, schedules and attachments.

**Meeting(s) and Emergency Meeting(s)** means a meeting or emergency meeting of the Management Committee conducted in accordance with this Management Statement.

**Member(s)** means each of the parties referred to in clause 3.2.

**Member's Proportion** means the amount calculated by applying the following formula:

$$MP = TA \times (SLA / TSLA)$$

Where:

**MP** is the Member's Proportion

**TA** is the total amount of the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be)

**SLA** is the area of the relevant Member's Lot as shown in the Stratum Plan except where such Lot has been subdivided by strata subdivision

or otherwise in which case it will be the aggregate of the areas of the Lots as shown in such subdivision plan (excluding common property)

**TSLA** is the aggregate of each other Member's SLA who must bear the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be) together with the relevant Member's SLA.

**Occupier** means an occupier of a Lot or part of a Lot including but not limited to a lessee, licensee or invitee.

**Officers or Officer** means the Chairperson, Secretary and the Treasurer.

**Owner** means the owner of a Lot.

**Owners Corporation** has the same meaning as in the Act.

**Payment Notice** means the notice issued in accordance with clause 22.6.

**Property** means all of the land contained in folio identifier [#]

**Replacement Representative** means a replacement representative for the Representative for Meeting purposes.

**Representative** means each of the natural persons appointed by each of the Members in accordance with clause 3.3.

**Residential Owners Corporation** means the Owners Corporation of the Residential Stratum.

**Residential Stratum** means Lot [#] in DP[#].

**Resolution** means a motion of the Management Committee in favour of which more than 50% of votes of the Members of the Management Committee present and entitled to vote, are cast.

**Restricted Period** means the period commencing from the date that this Management Statement is entered into up until the Developer is no longer the Owner of a Lot within Esplanade.

**Retail Owners Corporation** means the Owners Corporation of the Retail Stratum.

**Retail Stratum** means Lot [#] in DP[#].

**Schedule(s)** means the schedules or a schedule for this Management Statement.

**Secretary** means the secretary appointed in accordance with clause 4.

**Selling Activities** means:

- (a) the placing of 'For Sale' or 'For Leasing' signs;
- (b) having a sales office;
- (c) having display suites or apartments; and/or
- (d) conducting any marketing activities to sell or lease Lots.

**Service** means any Service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in

Schedule 1 of the Act as well as ventilation systems and ducts and stairwell pressurisation systems located within Esplanade on top of the Buildings comprising Esplanade.

**Shared Costs** means all expenses in relation to:

- (a) the Shared Facilities;
- (b) amounts payable to the appointed Strata Manager; and
- (c) all other amounts determined by the Management Committee by a Unanimous Resolution to be Shared Costs.

**Shared Facilities** means the shared facilities in clause 21.1 and Schedule 1.

**Shared Facilities Plan** means the plan in Schedule 4 showing the location of various Shared Facilities.

**Strata Manager** means the person from time to time appointed by the Management Committee under clause 11.

**Strata Manager Fee** means the cost of the Strata Manager under this Management Statement not exceeding an amount which would be considered reasonable by an independent member of the NSW Institute of Strata Management experienced in managing a building commensurate with Esplanade.

**Stratum Plan** means the plan of subdivision of the Property which creates the Commercial Stratum and the Residential Retail.

**Strata Scheme** means a strata scheme (as defined in the Act) comprised within the Property.

**Special Resolution** means a resolution of the Management Committee in favour of which at least 75% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

**Strata Plan** means a strata plan of a Strata Scheme.

**Treasurer** means the treasurer appointed in accordance with clause 4.

**Unanimous Resolution** means a resolution of the Management Committee in favour of which 100% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

## 1.2 Interpretation

In this Management Statement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Management Statement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;

- (e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;
- (f) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;
- (g) references to months and years means calendar months and years;
- (h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (i) if the day on which any act, matter or thing is to be done under or pursuant to this Management Statement is not a Business Day, that act, matter or thing may be done on the next Business Day.
- (j) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Management Statement or any part of it;
- (l) references to sections means sections of the Act;
- (m) Words with a capital letter are defined in the Dictionary contained in clause 1.

## 2 Obligations – Compliance

Persons who must comply with this Management Statement are:

- (a) an Owner;
- (b) an Occupier;
- (c) an Owners Corporation in a Strata Scheme;
- (d) a mortgagee in possession of a Lot ; and
- (e) an invitee of an Owner or Occupier for the time being.

## 3 Building Management Committee

### 3.1 *Establishing Management Committee*

The Members must:

- (a) establish the Management Committee within three (3) months after this Management Statement is registered; and
- (b) continue to always have a Management Committee.

### 3.2 *Members of the Management Committee*

The Members of the Management Committee are:

- (a) the owner or Owners Corporation of the Strata Plan of the Commercial Stratum; and

- (b) the owner or Owners Corporation of the Strata Plan of the Residential Stratum; and
- (c) the owner or Owners Corporation of the Strata Plan of the Retail Stratum.

### 3.3 *Representatives and Substitute Representatives*

- (a) Each of the Members has the right to appoint 1 Representative to represent it at meetings.
- (b) Each Representative must represent the Member who appointed him or her at Meetings and Emergency Meetings.
- (c) Each Member must give to the other Members and the Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address and telephone and facsimile numbers of the Representatives who for the time being will represent it at Meetings or Emergency Meetings of the Management Committee.
- (d) A Member may at any time give to the other Members and the Management Committee written notice of the name, address, telephone and facsimile numbers of a Replacement Representative.
- (e) Anything done by a Representative or a Replacement Representative for the Member that appointed them has the same effect as if the Member undertook such activities.

## 4 *Office Bearers*

### 4.1 *Office Bearers*

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

### 4.2 *Who May be Officers*

An officer must be:

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

### 4.3 *Officers and Compliance*

- (a) The Management Committee may appoint a Representative, Replacement Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.
- (b) An Officer must perform their functions according to this Management Statement, the Act and the directions of the Management Committee.

#### 4.4 *Appointing Officers*

The Management Committee:

- (a) must appoint its Officers within one month after the establishment of the Management Committee;
- (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.

### 5 *Functions of Officers*

#### 5.1 *The Secretary*

The functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings;
- (b) prepare notices and agendas for Meetings and Emergency Meetings;
- (c) prepare and distribute minutes of Meetings and Emergency Meetings;
- (d) give notices for the Management Committee;
- (e) answer communications sent to the Management Committee;
- (f) perform administrative and secretarial functions for the Management Committee;
- (g) keep records (other than records which the Treasurer must keep) for the Management Committee according to this Management Statement and the Act;
- (h) forward copies of the records prepared under clause 5.1(g) to the Strata Manager, within a reasonable time after they are prepared (if the Secretary and the Strata Manager are not the same person or entity).

#### 5.2 *The Treasurer*

The functions of the Treasurer are to:

- (a) prepare the Budgets and the Financial Statements for the Fund;
- (b) prepare (or arrange for the preparation of) financial statements for the Management Committee;
- (c) prepare (or arrange for the preparation of) audit reports;
- (d) send notices of the Funds contributions to Members;
- (e) collect contributions from Members;
- (f) receive, acknowledge, bank and account for contributions and other money paid to the Management Committee;
- (g) keep accounting records for the Management Committee; and
- (h) provide a copy of the accounting reports prepared under clause 5.2(g) to the Strata Manager, within a reasonable time after the accounting