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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	MORTON Shop 25/7 Macquarie Street Sydney NSW 2000 Email: ettiene@morton.com.au	phone 1300 858 221 / 0410 593 749 fax 8424 9988 ref Ettiene West
co-agent	Not Applicable	phone fax ref
vendor	PETER COLIN OVERTON 1513/20 Pelican Street, Surry Hills NSW 2010	
vendor's solicitor	MESSNER & BLUNDEN (a division of WMD LAW) 1 st Floor, 2 Hillcrest Road, Pennant Hills NSW 2120 DX 4715 Pennant Hills email: sue@wmdlaw.com.au	phone 61 2 9481 8777 fax 61 2 9484 3054 ref SAM:117182
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	UNIT 1513, 20 PELICAN STREET, SURRY HILLS NSW 2010 Registered Plan: Lot 190 in Strata Plan 73908 Folio Identifier 190/SP73908 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30) PEXA

Electronic transaction (clause 30) ☐ no ☒ YES

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

Parties agree that the deposit be invested (clause 2.9) ☐ NO ☐ yes

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*: ☒ NO ☐ yes
(residential withholding payment) (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

Strata Choice

Suite 206, 68 York Street, Sydney NSW 2000 (Locked Bag 1919, St Leonards NSW 1590)

Tel: 1300 322 213

Email: info@stratachoice.com.au

33 Amendments to printed clauses, inconsistency and electronic execution

33.1 Amendments to printed clauses

The printed clauses of this Contract are amended as follows:

- (a) The following words are inserted underneath the Nominated *Electronic Lodgement Network (ELN)* Choices section at the top of page 2:

"The vendor and purchaser agree that the Nominated Electronic Lodgement Network is PEXA."

- (b) The following additional clause inserted at the end of Clause 1:

"Any term referred to in the Column headed "Term" on the first page of this Contract has the meaning set out in the Column headed "Meaning of Term" on the first page of this Contract."

- (c) Clause 2.9 is amended by the insertion of the words *"if this contract is completed and otherwise to the party entitled to the deposit"* after the word *"equally"*.
- (d) Clause 7.1.1 is amended by the deletion of the figure *"5%"* and the insertion of the figure *"1%"*.
- (e) Clause 7.2.1 is amended by the deletion of the figure *"10%"* and the insertion of the figure *"1%"*.
- (f) Clause 10.1 is amended by the insertion of the words *"or delay completion"* after the word *"requisition"*.
- (g) Clause 10.1.8 is amended by the deletion of the word *"substance"* and the insertion of the word *"existence"* and the deletion of the word *"disclosed"* and the insertion of the word *"noted"*.
- (h) Clause 10.1.9 is amended by the deletion of the word *"substance"* and the insertion of the word *"existence"* and the deletion of the word *"disclosed"* and the insertion of the word *"noted or referred to"*.
- (i) Clause 10.2 is amended by the insertion of the words *"make a claim or requisition, delay completion or"* after the word *"cannot"*.
- (j) Clause 11.2 is amended by the insertion of the words *"other than as a result of the purchaser's breach"* are inserted after the word *"terminated"*.
- (k) Clause 12.3 is amended by the deletion of the words *"in the 3 days before a time appointed for completion and the insertion of the words "before completion"*.

Additional Clauses

- (l) Clause 13.7 is amended by the insertion of the following additional clause:

“13.7.3 If, after completion, the vendor serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply because of a breach of Clause 13.7.1 (or because of something else known to the purchaser but not known to the vendor), then the purchaser must pay to the vendor on demand the amount of GST assessed.”

- (m) A new Clause 18.8 is inserted as follows:

“18.8 As a condition of the vendor granting possession of the property to the purchaser prior to completion, the purchaser accepts the property in its state and repair as at the date the purchaser takes possession, subject to the right of the vendor to enter the property and remove any item listed as an exclusion on the front page of this Contract upon reasonable notice and at any time prior to completion”.

- (n) Clause 23.13 is amended by the deletion of the words “7 days” and the insertion of the words “3 business days”.

- (o) The first sentence of Clause 23.14 is deleted in its entirety.

33.2 Inconsistency

If there is any inconsistency between the provisions of these Additional Clauses and the terms of the printed conditions of this Contract, the terms of these Additional Clauses will prevail to the extent of any such inconsistency.

33.3 Electronic execution

- (a) The vendor and purchaser each consent to this Contract being signed by any other party in accordance with an electronic communication method which is approved by the vendor.
- (b) The vendor and purchaser agree that, despite what may be considered to be the customary method of effecting exchange of contracts for the sale of land, this contract is made once it has been signed by all parties and is not required to be executed and exchanged in counterparts. The parties agree that, once signed by all parties, this contract constitutes an original document in an electronic format.

34 Agent

The purchaser warrants that the purchaser was not introduced to the property or to the vendor by any agent other than the vendor’s agent (if any) and the purchaser indemnifies

Additional Clauses

the vendor against any claim, costs or expenses incurred by the vendor resulting from a breach of this warranty. This Clause shall not merge on completion.

35 Death or bankruptcy

- (a) If either the vendor or the purchaser is a natural person and prior to completion, either party (or if either party consists of more than one person, any one or more of the persons comprising that party) should die, become subject to the provisions of the Mental Health Act, become bankrupt or enter into a personal insolvency agreement, become insane or become incapable of managing that party's affairs, then in any of such events the other party shall be entitled to rescind this Contract at any time before completion by written notice to that party or that party's solicitor.
- (b) If either the vendor or the purchaser is a company and prior to completion, either party or any one of the companies comprising that party should have a Receiver or Manager or Provisional Liquidator or Liquidator appointed to that party, then in any of such events the other party shall be entitled to rescind this Contract at any time before completion by written notice to that party or that party's solicitor.

36 Notice to complete

- (a) In the event that completion is not effected by 5.00 p.m. on the date provided in Clause 15, then either party is entitled at any time thereafter to serve upon the other a Notice to Complete (**Notice**) requiring the other to complete by a date being no earlier than 14 days from the date of service of the Notice.
- (b) For the purpose of this Contract, a Notice is deemed both at law and in equity sufficient to make time of the essence of this Contract.
- (c) If the vendor is required to issue a Notice in accordance with this Clause, then it is an essential term of this Contract that the purchaser must, on completion, allow to the vendor the sum of \$550 including GST on account of the vendor's additional legal costs and disbursements in relation to the issue of the Notice.

37 Service of notices

In addition to any other provision of this Contract:

- (a) if any notice is sent through the Australian Document Exchange, the date of receipt of the notice by the other party is deemed to be 2 business days after the date on which the notice was delivered to the Australian Document Exchange or any one of its branches;
- (b) if any notice is sent by post, the date of receipt of the notice by the other party is deemed to be 4 business days after the date of posting;

Additional Clauses

- (c) a notice or document is sufficiently served for the purposes of this Contract if the notice or document is sent by facsimile transmission and in any such case the notice or document is deemed to be served when the transmission has been completed except where:
 - (i) the sender's machine indicates a malfunction in the transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the notice or document is deemed not to have been served; or
 - (ii) the time of dispatch is after 5.00 p.m. on a business day, in which case the notice or document is deemed to have been served at the commencement of business on the next business day in that place; and
- (d) a notice or document is sufficiently served for the purposes of this Contract:
 - (i) if served by the purchaser, the notice or document is sent by email to the email address - sutherlandpg@wmdlaw.com.au; and
 - (ii) if served by the vendor, the notice or document is sent by email to the email address of the purchaser or the purchaser's solicitor or conveyancer.

and in any such case the notice or document is deemed to be served when the email has been received except where the time of receipt is after 5.00 p.m. on a business day, in which case the notice or document is deemed to have been served at the commencement of business on the next business day in that place. If there any dispute that the email has been received, the onus of proving receipt of the email is on the party sending the email.

38 Purchaser relies on own enquiries

- (a) The purchaser warrants that, in entering into this Contract, the purchaser does not rely upon any warranty or representation in relation to the property, in relation to the neighbourhood in which the property is situated, or in relation to whether or not any fixture, fitting or inclusion is functioning or not, made by the vendor or any person on behalf of the vendor (including the vendor's agent (if any)) except as may be expressly set out in this Contract.
- (b) The purchaser warrants that the purchaser has relied upon the purchaser's own enquiries in relation to the property and the purchaser accepts the property in its present state and condition (subject to fair wear and tear) as to which the vendor makes no warranty whatsoever and the purchaser will not be entitled to make any objections, requisitions or claims for compensation, to delay completion or to rescind or terminate this Contract with regard to the state and condition of the property.

Additional Clauses

- (c) The purchaser acknowledges that the vendor has not and has not authorised the vendor's agent or any other person to make any representations or warranties in relation to:
- (i) the property or to the neighbourhood in which the property is situated;
 - (ii) the terms of this Contract;
 - (iii) any act to be performed by the vendor;
 - (iv) the manner in which the vendor will or will not enforce the vendor's rights set out in this Contract;
 - (v) whether or not any fixture, fitting or inclusion is functioning or not, or
 - (vi) any other matter or thing regarding the sale of the property;
- in relation to which matters the purchaser relies entirely on the purchaser's own enquiries and the terms contained in this Contract.
- (d) The Purchaser acknowledges and agrees that the Vendor may be required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and all other relevant regulations and rules (**AML Legislation**) and the Purchaser:
- (i) agrees to provide such information as is necessary for the Vendor to comply with any obligations pursuant to the AML Legislation; and
 - (ii) warrants that the entry by the Purchaser into this Contract and all things to be done by the Purchaser as a result of, or in order to complete, this contract does not and will not contravene the AML Legislation.
- (e) The Purchaser indemnifies the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of any breach of Clause 38(d) or any breach by the purchaser of any provision contained in the AML Legislation (including any loss by way of forfeiture of deposit, damages or otherwise suffered by the Vendor).

39 Interest for late completion

- (a) Subject to Clause 39(b), the purchaser agrees that it is an essential term of this Contract that the purchaser will, on the actual date of completion, pay to the vendor interest at the rate of 9% per annum, such interest to be calculated on the balance of the price from the date provided in Clause 15 until the date that the purchaser actually completes this Contract.
- (b) The vendor agrees that no interest will be payable by the purchaser if the failure to complete on the date provided in Clause 15 is due solely to the delay of the vendor and the purchaser completes this Contract on the date which is no later than 5 business days after the date on which the vendor serves notice to the purchaser that the vendor is in a position to complete this Contract (**Further Date**). If the purchaser does not complete this Contract on the Further Date, then the

Additional Clauses

purchaser must pay interest to the vendor as referred to in Clause 39(a) calculated from the Further Date until the date that the purchaser actually completes this Contract.

- (c) The purchaser acknowledges and agrees that the obligation to pay interest pursuant to this Clause 39 is in addition to and does not in any way restrict or limit any other right of the vendor under this Contract or at general law.

40 Adjustments

- (a) The parties agree to adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at completion the parties agree to rectify the error within 7 days of receipt of evidence of the error and a request for readjustment. This Clause shall not merge on completion.
- (b) The purchaser:
 - (i) agrees that any money which is payable by the purchaser to the vendor on completion, but is not paid on or before completion for any reason (**Unpaid Money**), is not waived by the vendor and remains a capitalised debt due to the vendor;
 - (ii) agrees that in addition to the Unpaid Money, the vendor is entitled to recover from the purchaser interest at the rate of 9% per annum, calculated from the date of completion until the Unpaid Money is paid in full, and any costs incurred by the vendor in recovering the Unpaid Money;
 - (iii) hereby charges the property in favour of the vendor with payment of any Unpaid Money, interest and costs and the purchaser irrevocably authorises the vendor to lodge a caveat over the property in respect of that charge; and
 - (iv) agrees that this clause does not merge on completion.

41 Foreign purchaser

The purchaser indemnifies the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of any breach by the purchaser of Clause 22.1 (including any loss by way of forfeiture of deposit, damages or otherwise suffered by the vendor through consequential default on the purchase of another property). This Clause shall not merge on completion.

42 Removal of notations on title

- (a) Notwithstanding any other provision of this Contract, the vendor is not required to arrange for the removal of any mortgage, charge or caveat registered on the

Additional Clauses

title to the property prior to completion of this Contract. The vendor will not be (and should not be deemed to be) unable or unwilling to complete this Contract by reason of the existence of any charge or other notation on the title to the property and the vendor will be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is served or at any time thereafter, there is a charge or other notation on the title to the property.

- (b) If settlement does not take place on an Electronic Lodgment Network, on completion, the purchaser must accept a discharge, withdrawal or release (as the case may be) in registrable form of any mortgage, charge or other notation on the title to the property which is to be discharged, withdrawn or released (as the case may be) with effect from completion of this Contract.

43 No merger

Notwithstanding completion of this Contract and despite the registration of the transfer at Land & Property Information, any clause to which effect is not given or perfected by such completion or registration and which is capable of taking effect after completion or registration does not merge in the Transfer on completion but will remain in full force and effect.

44 Alterations to Contract

The vendor and the purchaser each authorise their lawyer (or any employee of that lawyer) to make alterations to this Contract (including the addition of annexures) at any time after this Contract has been signed by the party and up until the date of this Contract. Any such alterations or additions will be binding upon the relevant party as if the alteration or addition was made prior to the Contract being signed by that party.

45 Requisitions

The purchaser acknowledges and agrees that, for the purposes of clause 5, the purchaser will be deemed, on the date of this Contract, to have served on the vendor the requisitions in the form annexed to this Contract.

46 Strata Inspection

- (a) The vendor authorises the purchaser to inspect the books and records relating to the Strata Scheme.
- (b) The vendor agrees that upon provision of a copy of the letter to the strata manager attached to this contract, the strata manager shall be authorised to act in accordance with the authority in that letter and without further authority from the vendor.

Additional Clauses

47 Special Levy

The Vendor discloses that the Owners Corporation intend to raise a special levy for rectification works in response to the Fire Safety Order issued by the City of Sydney. In accordance with clause 23.5.2, the purchaser acknowledges that it will be responsible for the payment of the full amount of the special levy, regardless of when the levy is raised by the owners corporation.

48 Guarantee

- (a) For the purposes of this clause, "Guarantor" means jointly and severally, each director of the purchaser company being:
 - (i); and
 - (ii)
- (b) In consideration of the vendor entering into this Contract with the purchaser, at the request of the Guarantor, the Guarantor hereby guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser's obligations pursuant to this Contract and indemnifies and agrees to keep indemnified the vendor against all losses, damages, liabilities, costs and expenses accruing to the vendor, resulting or arising from any failure by the purchaser to perform or observe any of the obligations on the part of the purchaser to be performed or observed.
- (c) This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the vendor or by any means other than express waiver by the vendor.
- (d) Any rescission or termination of this Contract will not waive any of the obligations of the Guarantor arising pursuant to this Clause.
- (e) This guarantee and indemnity is an essential condition of this Contract and is deemed to constitute a principal obligation between the Guarantor and the vendor.

Signed, sealed and delivered by the Guarantor in the presence of:

Guarantor

Witness

Guarantor

Witness

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change' in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*, and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

Our Ref: SAM:117182

1st Floor, 2 Hillcrest Road
Pennant Hills NSW 2120
D.X 4715 Pennant Hills

Phone: 02 9481 8777
Fax: 02 9484 3054

messnerblunden.com.au

Strata Choice
Locked Bag 1919
ST LEONARDS NSW 1590

Dear Colleagues,

OVERTON SALE

PROPERTY: UNIT 1513, 20 PELICAN STREET, SURRY HILLS NSW 2010

We act for the vendor of the above property and confirm that our client authorises the purchaser of the property (or its nominated strata inspector) to inspect the books and records relating to the Strata Scheme which are kept at your office, and to obtain any information which they may reasonably require and to which they are entitled pursuant to the relevant legislation.

Yours faithfully,

MESSNER & BLUNDEN



Sue Moore
Licensed Conveyancer
sue@wmdlaw.com.au



We have accredited specialists in Family Law and Commercial Litigation.
Liability limited by a scheme approved under Professional Standards Legislation.
A division of Warren McKeon Dickson Pty Limited ACN 126 081 445



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 190/SP73908

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/9/2020	1:06 PM	7	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 190 IN STRATA PLAN 73908
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

PETER COLIN OVERTON (T AH317331)

SECOND SCHEDULE (5 NOTIFICATIONS)

1	INTERESTS	RECORDED ON REGISTER FOLIO CP/SP73908
2	SP73908	RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (1) IN THE SEC 88B
3	SP73908	RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (3) IN THE SEC 88B
4	SP73908	RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (4) IN THE SEC 88B
5	AK357177	MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op03470043

PRINTED ON 9/9/2020

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

Plan of subdivision of lot 3 in DP1069340
 covered by Subdivision Certificate No.
 dated

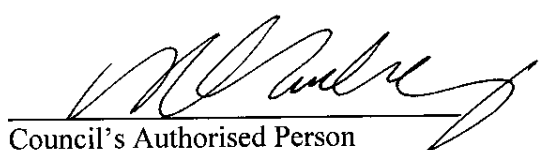
SP73908

**Full name and address of proprietors
 of the land:**

Oxford Square Investments Pty Limited
 20 Pelican Street
 SURRY HILLS NSW 2010

PART 1 (CREATION)

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the use of land	Each lot	Council of the City of Sydney
2	Restriction on the use of land	CP/SP73908	Council of the City of Sydney
3	Restriction on the use of land	Each lot and CP//SP73908	Council of the City of Sydney
4	Restriction on the use of land	Each lot	Council of the City of Sydney


 Council's Authorised Person

Plan:

Plan of subdivision of lot 3 in DP1069340
 covered by Subdivision Certificate No.
 dated

PART 2 - TERMS**SP73908****1 Interpretation****1.1 Definitions**

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

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee.

Council means the Council of the City of Sydney.

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

Easement Site means, in relation to an easement in this instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Grantee means an authority benefited.

Grantor means the owner of a Lot Burdened.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

Monument means the strata scheme created on registration of the Plan.

Plan means the strata plan to which this instrument relates.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and


 Council's Authorised Person

Plan of subdivision of lot 3 in DP1069340
 covered by Subdivision Certificate No.
 dated

SP73908

- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act 1919* (NSW).

1.5 Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

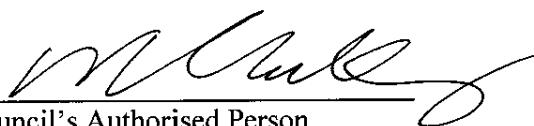
- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

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

2 Terms of restriction on the use of land numbered 1 in the Plan

2.1 Obligations of Grantor

The Grantor must not permit that part of their Lot Burdened comprising a car parking space or storage space to be used by a person who is not a proprietor, occupant or tenant of Monument.


 Council's Authorised Person

Plan of subdivision of lot 3 in DP1069340
 covered by Subdivision Certificate No.
 dated

SP73908

2.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

3 Terms of restriction on the use of land numbered 2 in the Plan

3.1 Obligations of Grantor

The Grantor must not permit the Lot Burdened to be used by any person for the purpose of parking or storage of vehicles, boats, trailers or the like.

3.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land

4 Terms of restriction on the use of land numbered 3 in the Plan

4.1 Use

The Grantor may not, without the prior written consent of Council use, or permit a change of use of, the accommodation portion of the building situated on the Lot Burdened, being levels 3 to 16 (inclusive) for:

- (a) any other purpose other than for permanent residential accommodation; or
- (b) the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Central Sydney Local Environmental Plan 1996.

4.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on use.


5 Terms of restriction on the use of land numbered 4 in the Plan

5.1 Obligations of Grantor

A Grantor and its Authorised Users may not park a vehicle in a car parking space forming part of the Lot Burdened which does not comfortably fit within the horizontal and vertical limits of the car parking space (having regard to the physical constraints of the car parking space).

5.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on use.


 Council's Authorised Person



Plan of subdivision of lot 3 in DP1069340
 covered by Subdivision Certificate No.
 dated

SP73908

SIGNING PAGE

**EXECUTED by OXFORD SQUARE
 INVESTMENTS PTY LIMITED** in
 accordance with section 127(1) of the
 Corporations Act 2001 (Cwlth) by
 authority of its directors:

[Signature]
 Signature of director ~~SECRETARY~~

AGNES SERRANO
 Name of director (block letters)
~~SECRETARY~~

[Signature]
 Signature of director/company secretary*
 *delete whichever is not applicable

L. FINIK
 Name of director/company secretary*
 (block letters) *delete whichever is not applicable

**EXECUTED by MULTIPLEX
 (OXFORD SQUARE) PTY
 LIMITED** in accordance with section
 127(1) of the Corporations Act 2001
 (Cwlth) by authority of its directors:

[Signature]
 Signature of director

JOHN SWEENEY
 Name of director (block letters)

[Signature]
 Signature of director/company secretary*
 *delete whichever is not applicable

KAREN MARIE PEDERSEN
 Name of director/company secretary*
 (block letters) *delete whichever is not applicable

Executed by BOS International (Australia) Limited

by its attorney **KEITH ROVERS** under
 power of attorney dated 27/6/03
 in the presence of: *[Signature]*

Book 4389 No 74-4

[Signature]

Sally Gosse, 1 KENT STREET, SYDNEY

[Signature]
 Council's Authorised Person

REGISTERED



12.1.2005

Plan of subdivision of lot 3 in DP1069340
 covered by Subdivision Certificate No.
 dated

SP73908

Executed by GE Capital Security Agent Pty Limited

EXECUTED by GE CAPITAL SECURITY
 AGENT PTY LTD ACN 075 554 120
 by its Attorney(s) *CHRISTOPHER KHOO*

its duly constituted Attorney under Power of Attorney
 No. *869* Dated *12.1.2005* who
 at the date hereof had no notice of revocation of such
 Power in the present of:

Paula Alvear
 Witness Name: *PAULA ALVEAR*
 Position/Title: *ASSOCIATE DIRECTOR*
 Phone No.: *02 8249 39 00*
 Address: *LEVEL 14, 255 GEORGE ST
 SYDNEY*

~~EXECUTED BY BOS INTERNATIONAL (AUSTRALIA) LIMITED~~

Stephen Jaques
 Council's Authorised Person

REGISTERED



12.1.2005



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73908

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/9/2020	1:06 PM	18	29/10/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73908
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73908

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73908

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- STRATA CHOICE
LOCKED BAG 1919
ST LEONARDS 1590

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS WITHIN LOT 1 DP772210 AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN-SEE CROWN GRANT.
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM.
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP73908
AG323564 REQUEST TO AMEND MANAGEMENT STATEMENT
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP73908
- 5 AA69991 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN DP1069340
- 6 AA800999 RESTRICTION AS TO USER (S.88E(3) CONVEYANCING ACT, 1919)
- 7 DP1069340 RIGHT OF ACCESS (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1069340 RIGHT OF FOOT ACCESS (D1) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1069340 RIGHT TO USE AND ACCESS PLANT ROOMS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 10 DP1069340 RIGHT TO USE AND ACCESS PLANT ROOMS APPURTENANT TO THE LAND ABOVE DESCRIBED

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73908

PAGE 2

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

11 DP1069340 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
 12 DP1069340 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
 13 DP1069340 EASEMENT TO USE GREASE TRAP (T) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1069340
 14 DP1069340 RIGHT TO USE FIRE STAIRS AND EXITS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
 15 DP1069340 RIGHT TO USE FIRE STAIRS AND EXITS APPURTENANT TO THE LAND ABOVE DESCRIBED
 16 DP1069340 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
 17 DP1069340 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
 18 DP1069340 RESTRICTION(S) ON THE USE OF LAND
 19 DP1069340 EASEMENT FOR PLANT (P) (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1069340
 20 DP1069340 RIGHT OF FOOTWAY (A) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1069340
 21 DP1069340 RIGHT TO USE AND ACCESS LOADING BAY (B) APPURTENANT TO THE LAND ABOVE DESCRIBED
 22 DP1069340 EASEMENT FOR BICYCLE PARKING (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
 23 SP73908 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (2) IN THE SEC 88B
 24 SP73908 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (3) IN THE SEC 88B
 25 SP86047 INITIAL PERIOD EXPIRED
 26 AG681597 LEASE TO TELSTRA CORPORATION LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AG681597. EXPIRES: 31/5/2021. OPTION OF RENEWAL: 5 YEARS WITH 1 FURTHER PERIOD OF 5 YEARS.
 27 AN451285 LEASE TO OPTUS MOBILE PTY LIMITED OF THE AREAS SHOWN HATCHED IN PLAN WITH AN451285. EXPIRES: 14/11/2037.
 28 AP253260 INITIAL PERIOD EXPIRED
 29 AP642921 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 73908

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 31	2	- 70	3	- 47	4	- 26
5	- 29	6	- 29	7	- 38	8	- 49
9	- 29	10	- 24	11	- 38	12	- 73
13	- 44	14	- 27	15	- 29	16	- 29
17	- 27	18	- 48	19	- 64	20	- 50

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73908

PAGE 3

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

STRATA PLAN 73908

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21 -	52	22 -	66	23 -	67	24 -	50
25 -	56	26 -	56	27 -	64	28 -	78
29 -	30	30 -	31	31 -	30	32 -	31
33 -	31	34 -	58	35 -	31	36 -	31
37 -	37	38 -	53	39 -	25	40 -	42
41 -	76	42 -	45	43 -	28	44 -	30
45 -	30	46 -	28	47 -	49	48 -	31
49 -	27	50 -	43	51 -	79	52 -	48
53 -	30	54 -	35	55 -	32	56 -	28
57 -	50	58 -	52	59 -	27	60 -	44
61 -	85	62 -	48	63 -	32	64 -	33
65 -	30	66 -	29	67 -	51	68 -	33
69 -	70	70 -	58	71 -	60	72 -	72
73 -	73	74 -	58	75 -	62	76 -	70
77 -	70	78 -	84	79 -	36	80 -	35
81 -	36	82 -	36	83 -	35	84 -	63
85 -	33	86 -	SP90823	87 -	37	88 -	59
89 -	28	90 -	47	91 -	85	92 -	49
93 -	30	94 -	33	95 -	35	96 -	29
97 -	52	98 -	29	99 -	48	100 -	88
101 -	50	102 -	36	103 -	37	104 -	37
105 -	32	106 -	53	107 -	55	108 -	35
109 -	30	110 -	49	111 -	93	112 -	51
113 -	31	114 -	37	115 -	37	116 -	30
117 -	55	118 -	76	119 -	63	120 -	65
121 -	78	122 -	78	123 -	63	124 -	68
125 -	77	126 -	76	127 -	90	128 -	36
129 -	36	130 -	38	131 -	SP90823	132 -	37
133 -	69	134 -	36	135 -	38	136 -	40
137 -	SP86047	138 -	32	139 -	50	140 -	93
141 -	52	142 -	34	143 -	38	144 -	38
145 -	34	146 -	56	147 -	SP86047	148 -	32
149 -	52	150 -	93	151 -	54	152 -	36
153 -	37	154 -	36	155 -	35	156 -	59
157 -	58	158 -	148	159 -	40	160 -	80
161 -	38	162 -	37	163 -	37	164 -	90
165 -	43	166 -	137	167 -	93	168 -	87
169 -	78	170 -	76	171 -	85	172 -	85
173 -	76	174 -	87	175 -	81	176 -	37
177 -	42	178 -	110	179 -	64	180 -	82
181 -	67	182 -	50	183 -	66	184 -	73
185 -	145	186 -	76	187 -	44	188 -	91
189 -	91	190 -	91	191 -	96		

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73908

PAGE 4

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

STRATA PLAN 73908

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

STRATA PLAN 86047

LOT ENT

192 - 102

STRATA PLAN 90823

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

193 - 37 194 - 34

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op03470043

PRINTED ON 9/9/2020

Obtained from NSW LRS on 09 September 2020 01:06 PM AEST

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* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

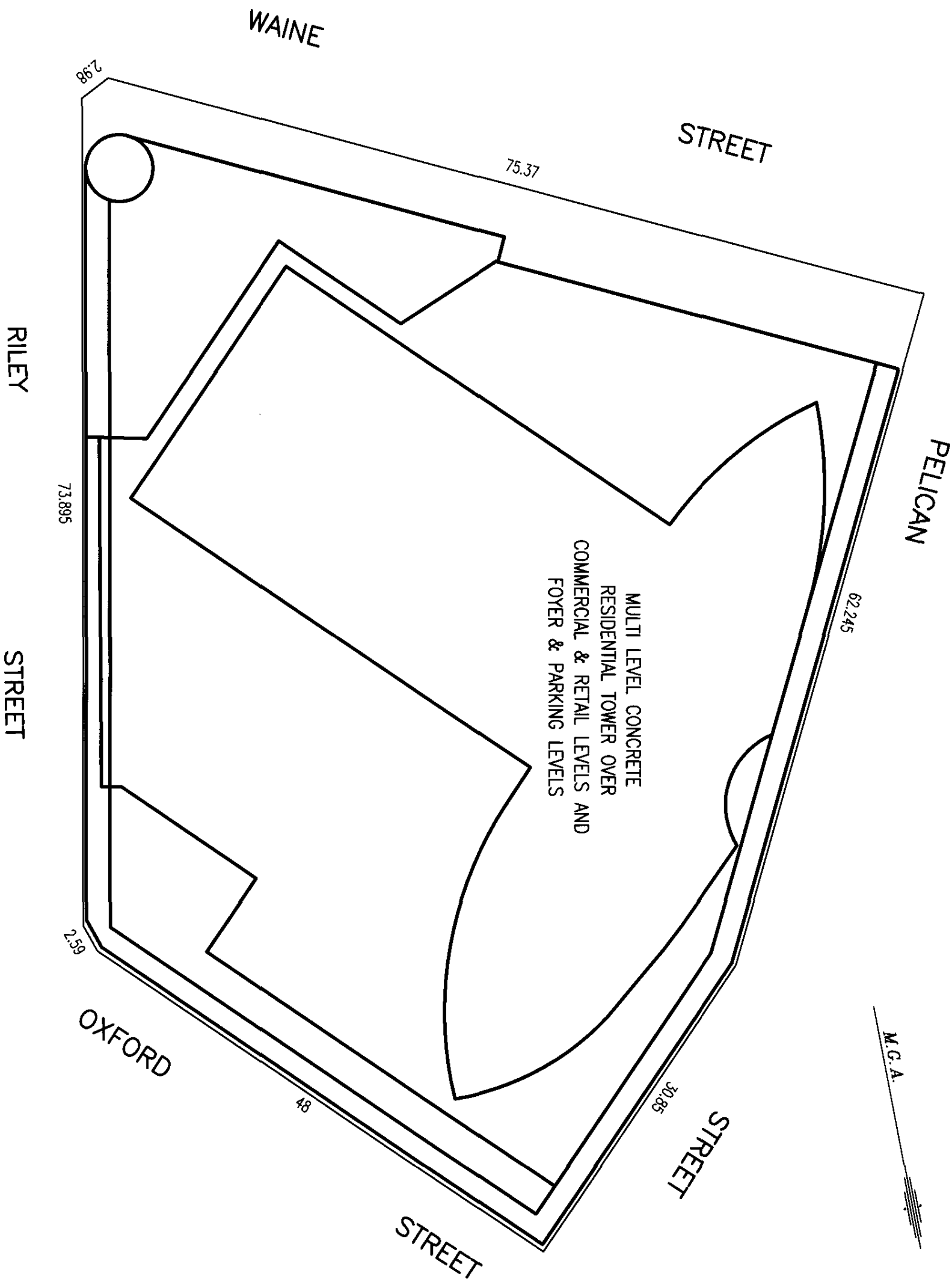
OFFICE USE ONLY

<p>Strata Certificate</p> <p>Name of Council/Registered Certifier: <u>Denny Linker</u> being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:</p> <p>*strata plan/*strata plan of subdivision</p> <p>illustrated in the annexure to this certificate.</p> <p>*The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*The strata plan/strata plan of subdivision is part of a development scheme. The council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*The council does not object to the encroachment of the building beyond the alignment of</p> <p>*The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.</p> <p>*This approval is given on the condition that the use of lot(s) (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or *section 66 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <u>7/12/08</u></p> <p>Subdivision No. <u>34/2004</u></p> <p>Accreditation No. <u>PSOA 004</u></p> <p>Relevant Development Consent No. <u>03/0382</u></p> <p>Issued By City Of Sydney</p> <p><i>[Signature]</i></p> <p><small>*Complete or delete if applicable. Authorised Signer/Council Manager/Accredited Certifier</small></p>	<p>Surveyors Certificate</p> <p>1. <u>PATRICK JOHN WALSH</u> of <u>LEVEL 5, 17 RANDLE STREET SURRY HILLS, N.S.W. 2010</u> a surveyor registered under the Surveyors Act 1929, hereby certify that:</p> <p>(1) each applicable requirement of</p> <p>* Schedule 1A to the Strata Schemes (Freehold Development) Act, 1973</p> <p>* Schedule 1A to the Strata Schemes (Leasehold Development) Act, 1986</p> <p>has been met</p> <p>(2) *the building encroaches on a public place (b) the building encroaches on land (other than a public place) in respect of which encroachment on appropriate easement: *has been created by registered + *is to be created under section 88B of the Conveyancing Act, 1919</p> <p>(3) the survey information recorded in the accompanying location plan is accurate</p> <p>Signature: <i>Patrick Walsh</i></p> <p>Date: <u>29 NOVEMBER 2004</u></p> <p>* Delete if inapplicable</p> <p>+ State whether dealing or plan, and quote registered number</p> <p>THIS IS SHEET 1 OF MY PLAN IN 43 SHEETS</p> <p><small>* Model By-laws adopted for this scheme - Keeping of Animals - Option A/B/C - Schedule of By-laws in 33 sheets filed with plan</small></p> <p><small>* No By-Laws apply - Strike out whichever is inapplicable</small></p>	<p>PLAN OF SUBDIVISION OF LOTS 3 IN DP 1069340</p> <p>L.G.A. : <u>SYDNEY</u></p> <p>Suburb/Locality : <u>SURRY HILLS</u></p> <p>Parish : <u>ALEXANDRIA</u></p> <p>County : <u>CUMBERLAND</u></p>	<p>SP73908 (E)</p> <p>Registered: <u>12.1.2005</u></p> <p>Purpose: <u>STRATA PLAN</u></p> <p>Ref. Map: <u>RILEY ESTATE 1E</u></p> <p>Last Plan: <u>DP1069340</u></p>
<p>SCHEDULE OF UNIT ENTITLEMENT (SEE SHEET 8)</p> <p>THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 125 SHEETS</p> <p>Executed by and on behalf of BOS International (Australia) by its attorney Keith Rogers its duly constituted attorney under power of attorney dated 4 June 2003 registered book number 4389 number 744 in the presence of</p> <p><i>[Signature]</i></p> <p><i>Bally Casse</i></p> <p><i>1 KENT STREET, SYDNEY</i></p> <p>Executed by AC Capital Security Agent Pty Ltd by its attorney CRANSTON KROO its duly constituted attorney under power of attorney registered book 4426 number 869 who at the date thereof had no notice of revocation of same given</p> <p><i>[Signature]</i></p> <p><i>Paula A. Vega</i></p> <p><i>PAULA A. VEGA, ASSOCIATE DIRECTOR</i></p> <p><i>255 GEORGE ST, SYDNEY</i></p>	<p>FOR LOCATION PLAN SEE SHEET 2</p> <p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. RESTRICTION ON THE USE OF LAND 3. RESTRICTION ON THE USE OF LAND 4. RESTRICTION ON THE USE OF LAND <p>Executed by Oxford Square Investments Pty Limited in accordance with S127 (1) of the Corporations Act 2001 by authority of its directors:</p> <p><i>[Signature]</i> <i>Michael Fink</i></p> <p><i>[Signature]</i> <i>John Sweeney</i></p> <p><i>Director</i></p>	<p>Executed by Muxplex (Oxford Square) Pty Ltd in accordance with s127(1) of the Corporations Act 2001:</p> <p><i>[Signature]</i> <i>Karen M. Walker</i></p> <p><i>KAREN WALKER</i></p> <p><i>Director</i></p> <p><i>[Signature]</i> <i>David John Sweeney</i></p> <p><i>DAVID JOHN SWEENEY</i></p> <p><i>Director</i></p>	

LOCATION PLAN

No 20 PELICAN STREET, SURRY HILLS

SP73908



Reduction Ratio 1 : 400

Lengths are in metres

Patrick Watson
Registered Surveyor

Michael
Authorised Person/General Manager/Accredited Certifier

STRATA PLAN FORM 2

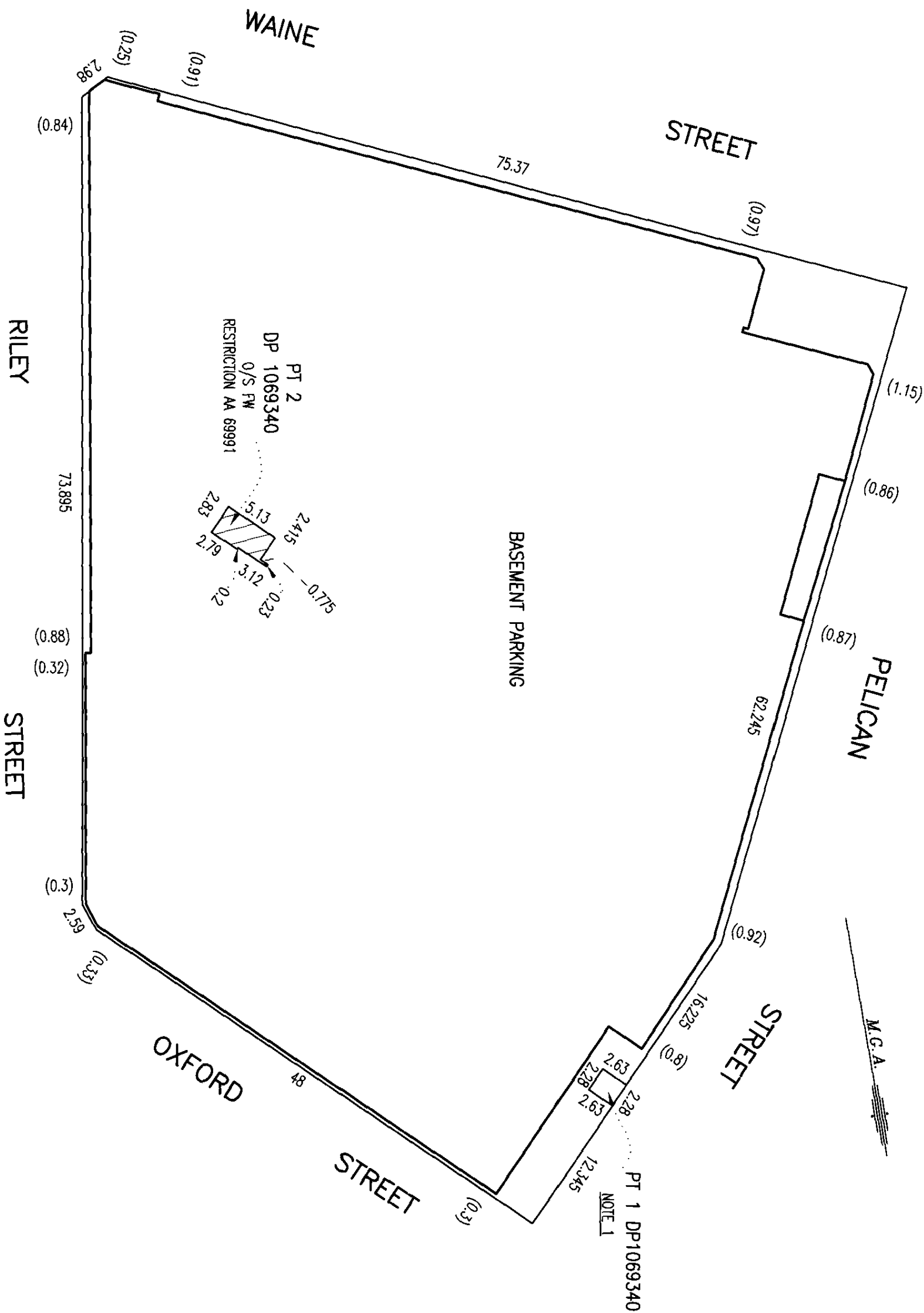
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 43 Sheets

LOCATION PLAN

No 20 PELICAN STREET, SURRY HILLS
BASEMENT

SP73908



NOTE 1: PT 1 DP 1069340 IN STRATUM OVER SUBJECT LOT AT BASEMENT LEVEL

BOUNDARY OFFSETS FROM INSIDE FACE OF WALL
O/S FW DENOTES OUTSIDE OF WALL

Reduction Ratio 1 : 400

Lengths are in metres

Patrick Moran
Registered Surveyor

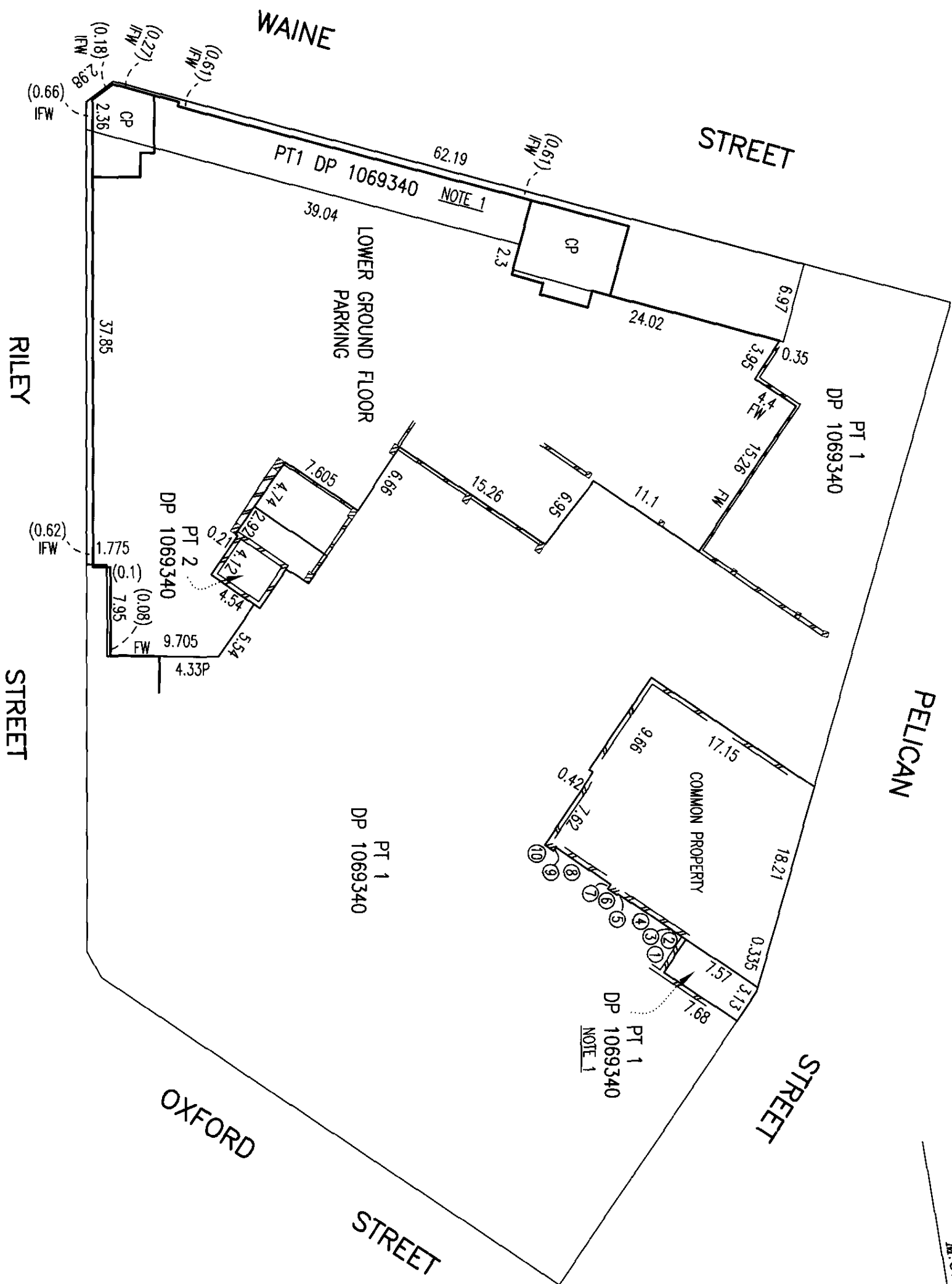
Michael Moran
Authorised Person/Company Manager/Accredited Certifier

LOCATION PLAN

No 20 PELICAN STREET, SURRY HILLS
LOWER GROUND

SP73908

M.C.A.



SCHEDULE OF SHORT LINES

No	DIST
1	3.45
2	1.39
3	0.06
4	5.73
5	0.125
6	1.0
7	0.47
8	5.75
9	0.37
10	0.91

NOTE 1:
PT 1 DP 1069340 IN STRATUM OVER SUBJECT LOT AT LOWER GROUND LEVEL

CP DENOTES COMMON PROPERTY
P DENOTES PROLONGATION OF FACE OF WALL
FW DENOTES FACE OF WALL
IFW DENOTES INSIDE FACE OF WALL

Reduction Ratio 1 : 400

Lengths/Area in metres

Patricia W. W. W.
Registered Surveyor

Authorised Person/Competent Manager/Accredited Certifier

SURVEYOR'S REFERENCE :010611SP

LOCATION PLAN

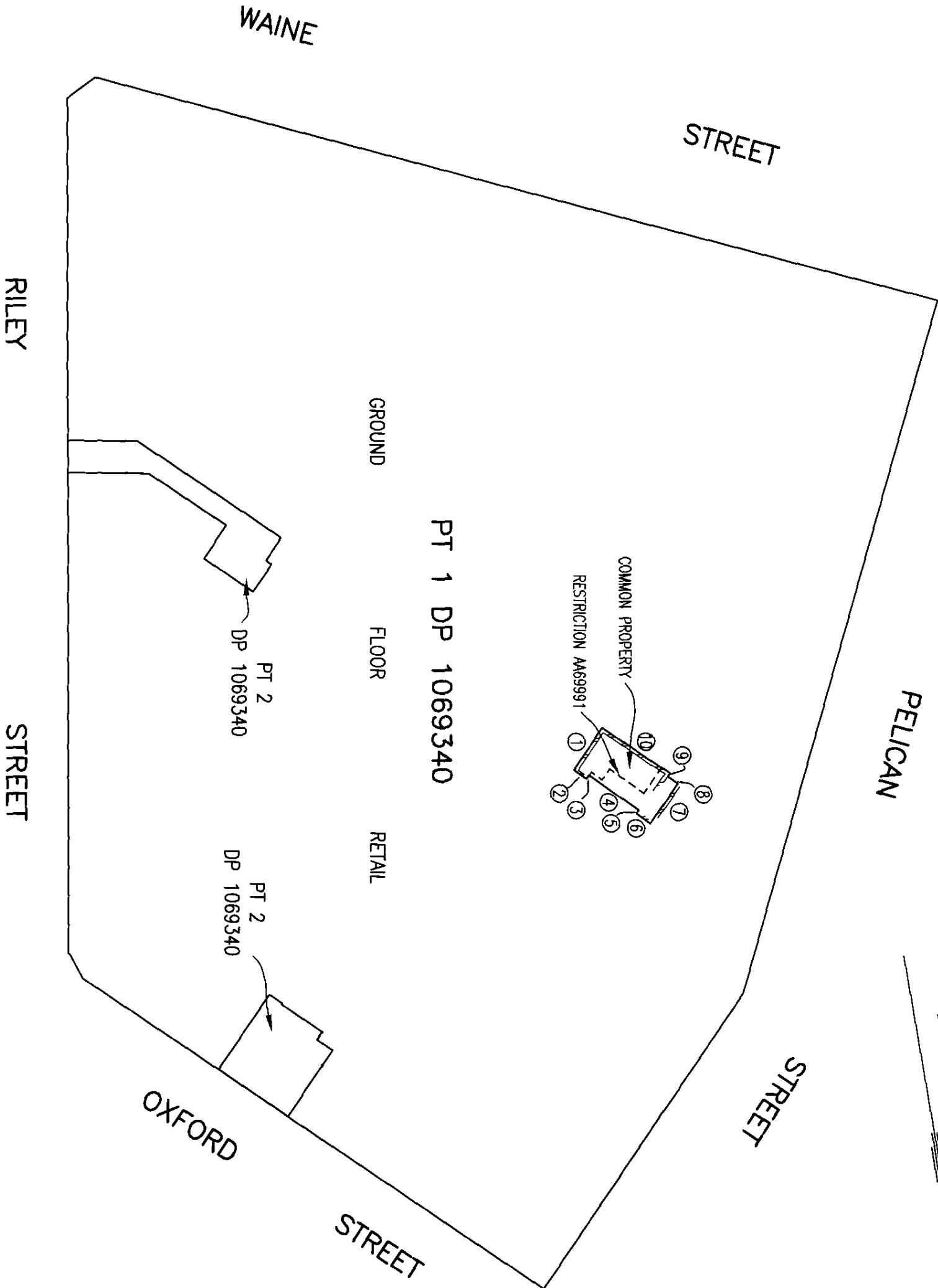
No 20 PELICAN STREET, SURRY HILLS

GROUND LEVEL

M.C.A.

SP73908

SCHEDULE OF SHORT LINES	
No	DIST
1	4.43
2	1.3
3	0.35
4	5.285
5	0.35
6	1.505
7	4.165
8	1.06
9	0.35
10	7.03



Reduction Ratio 1 : 400

Lengths are in metres

Patrick Wain
Registered Surveyor

Wain
Authorised Person/General Manager/Accredited Certifier

LOCATION PLAN

No 20 PELICAN STREET, SURRY HILLS
LEVELS 1 & 2

SP73908

M.G.A.

PELICAN

STREET

STREET

STREET

OXFORD

WAINE

RILEY

STREET

0/S FW DENOTES OUT SIDE FACE OF WALL

LIFTS & SERVICES
COMMON PROPERTY
SEE DIAG

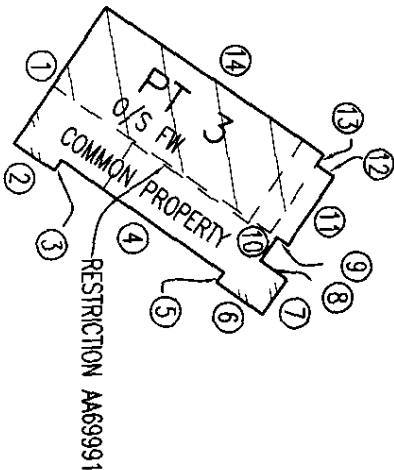


PT 2
DP 1069340

COMMERCIAL OFFICES

No	DIST
1	4.43
2	1.3
3	0.35
4	5.285
5	0.35
6	1.505
7	4.165
8	1.06
9	0.35
10	7.03
11	8.96
12	0.06
13	5.73

SCHEDULE OF SHORT LINES



DIAGRAM

Reduction Ratio 1 : 400

Lengths are in metres

Patricia Ward
Registered Surveyor

William G. G.
Authorised Person/General Manager/Accredited Certifier

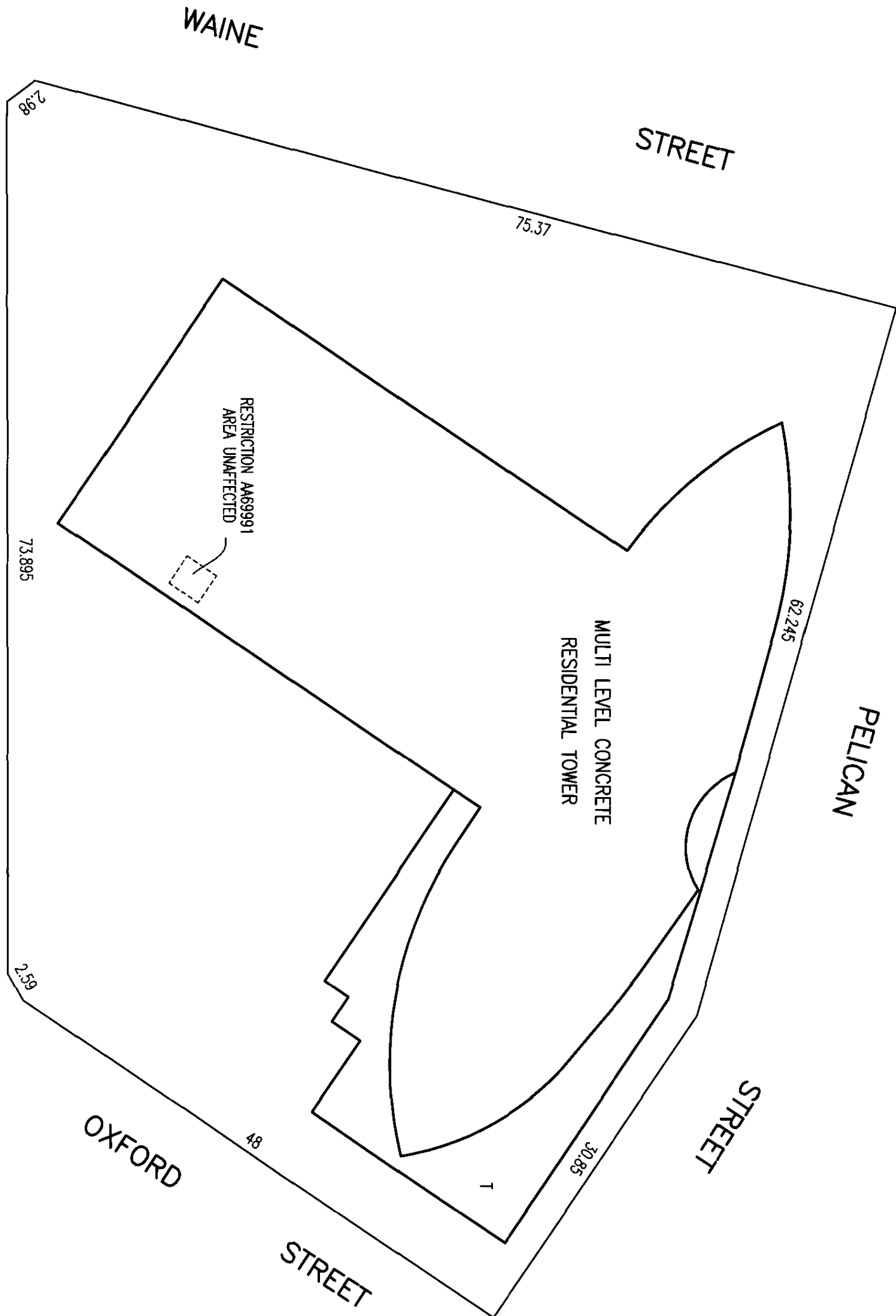
LOCATION PLAN

No 20 PELICAN STREET, SURRY HILLS

LEVEL 3

M.C.A.

SP73908



T DENOTES TERRACE

Reduction Ratio 1 : 400

Lengths are in metres

Patrick Wain
Registered Surveyor

Michael C.
Authorised Person/General Manager/Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF UNIT ENTITLEMENTS

SP73908

LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.
1	31	40	42	79	36	118	76	157	58
2	70	41	76	80	35	119	63	158	148
3	47	42	45	81	36	120	65	159	40
4	26	43	28	82	36	121	78	160	80
5	29	44	30	83	35	122	78	161	38
6	29	45	30	84	63	123	63	162	37
7	38	46	28	85	33	124	68	163	37
8	49	47	49	86	33	125	77	164	90
9	29	48	31	87	37	126	76	165	43
10	24	49	27	88	59	127	90	166	137
11	38	50	43	89	28	128	36	167	93
12	73	51	79	90	47	129	36	168	87
13	44	52	48	91	85	130	38	169	78
14	27	53	30	92	49	131	38	170	76
15	29	54	35	93	30	132	37	171	85
16	29	55	32	94	33	133	69	172	85
17	27	56	28	95	35	134	36	173	76
18	48	57	50	96	29	135	38	174	87
19	64	58	52	97	52	136	40	175	81
20	50	59	27	98	29	137	65	176	37
21	52	60	44	99	48	138	32	177	42
22	66	61	85	100	88	139	50	178	110
23	67	62	48	101	50	140	93	179	64
24	50	63	32	102	36	141	52	180	82
25	56	64	33	103	37	142	34	181	67
26	56	65	30	104	37	143	38	182	50
27	64	66	29	105	32	144	38	183	66
28	78	67	51	106	53	145	34	184	73
29	30	68	33	107	55	146	56	185	145
30	31	69	70	108	35	147	37	186	76
31	30	70	58	109	30	148	32	187	44
32	31	71	60	110	49	149	52	188	91
33	31	72	72	111	93	150	93	189	91
34	58	73	73	112	51	151	54	190	91
35	31	74	58	113	31	152	36	191	96
36	31	75	62	114	37	153	37	TOTAL 10000	
37	37	76	70	115	37	154	36		
38	53	77	70	116	30	155	35		
39	25	78	84	117	55	156	59		

Reduction Ratio 1:-

Lengths are in metres

Registered Surveyor

Authorised Surveyor/Engineer/Accredited Certifier

SURVEYOR'S REFERENCE : 010611 DSP

SP73908

COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

Lengths are in metres

~~Authorised Person/General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE : 010611 DSP

STRAITA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

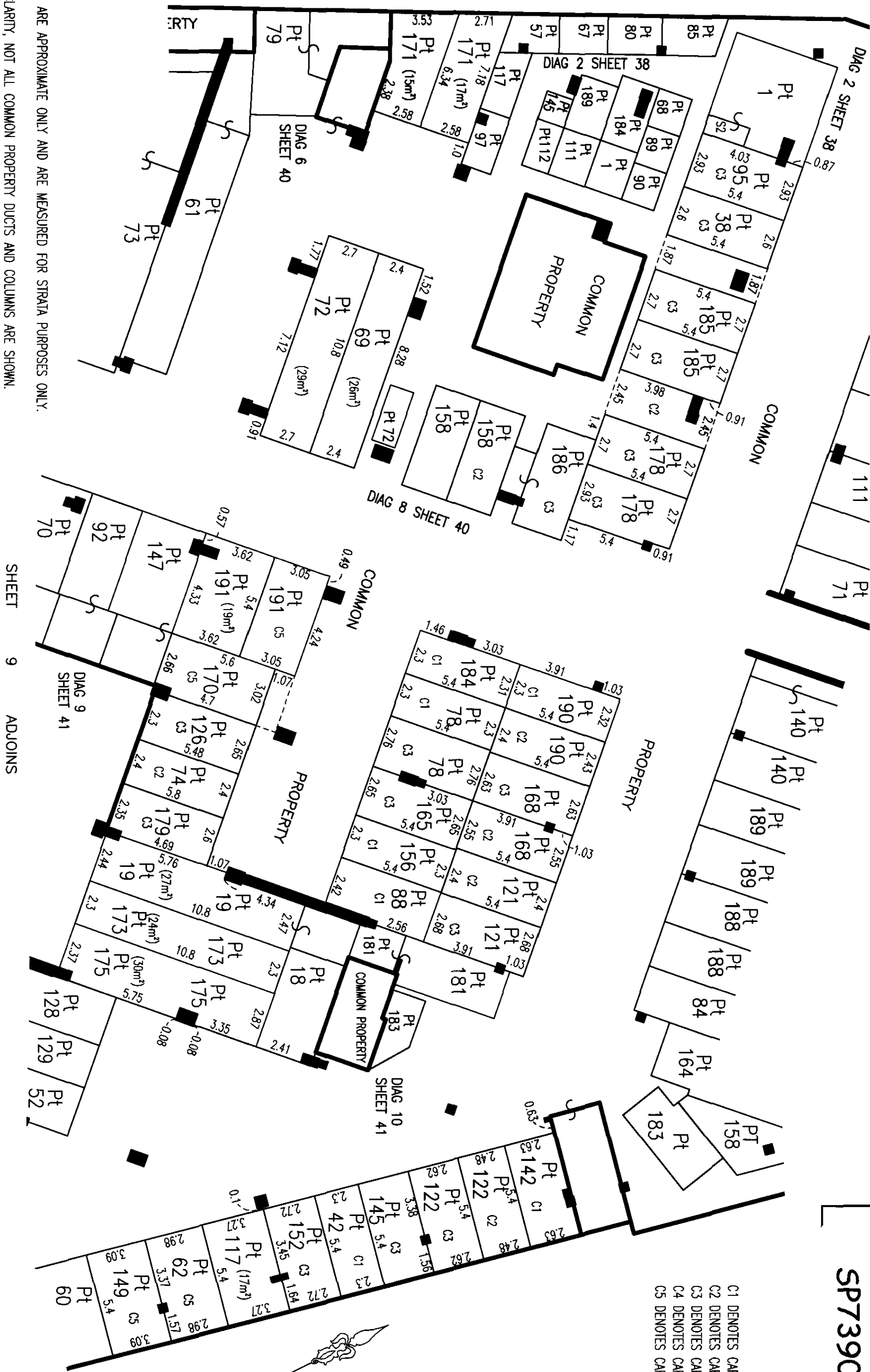
Sheet No. 10 of 43 Sheets

BASEMENT CARPARK

SHEET 11 ADJOINS

SP73908

- C1 DENOTES CARSPACE AREA OF (12m²)
C2 DENOTES CARSPACE AREA OF (13m²)
C3 DENOTES CARSPACE AREA OF (14m²)
C4 DENOTES CARSPACE AREA OF (15m²)
C5 DENOTES CARSPACE AREA OF (16m²)



SHEET 9 ADJOINS

Reduction Ratio 1 : 200

Lengths are in metres

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.
COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN.

Registered Surveyor
Patrick Walsh

Authorised Person/General Manager/Accredited Certifier
[Signature]

SURVEYOR'S REFERENCE : 010611 DSP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 43 Sheets

STRATA PLAN FORM 2

BASEMENT CARPARK

SP73908

- C1 DENOTES CARSPACE AREA OF (12m²)
- C2 DENOTES CARSPACE AREA OF (13m²)
- C3 DENOTES CARSPACE AREA OF (14m²)
- C4 DENOTES CARSPACE AREA OF (15m²)
- C5 DENOTES CARSPACE AREA OF (16m²)



AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES
OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.
COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.
ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN.
CP DENOTES COMMON PROPERTY

SHEET 10 ADJOINS

Reduction Ratio 1 : 200

Lengths are in metres.

Patrick Wale
Registered Surveyor

Michael Wale
Authorised Person/Registered Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010611 NSP

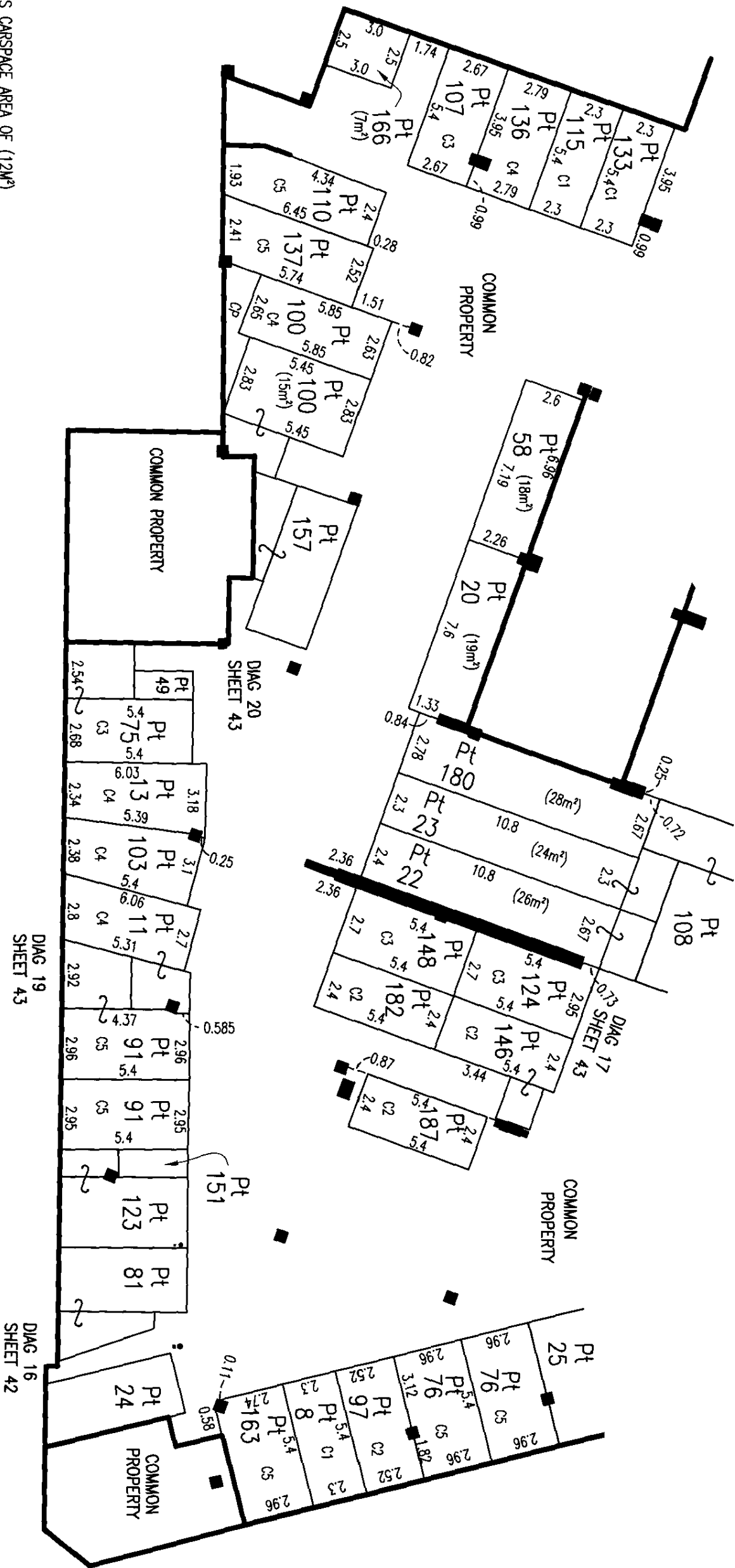
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 43 Sheets

SHEET 13 ADJOINS

SP73908



- C1 DENOTES CARSPACE AREA OF (12M²)
- C2 DENOTES CARSPACE AREA OF (13M²)
- C3 DENOTES CARSPACE AREA OF (14M²)
- C4 DENOTES CARSPACE AREA OF (15M²)
- C5 DENOTES CARSPACE AREA OF (16M²)
- CP DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

LOWER GROUND

Reduction Ratio 1 : 200

Lengths are in metres

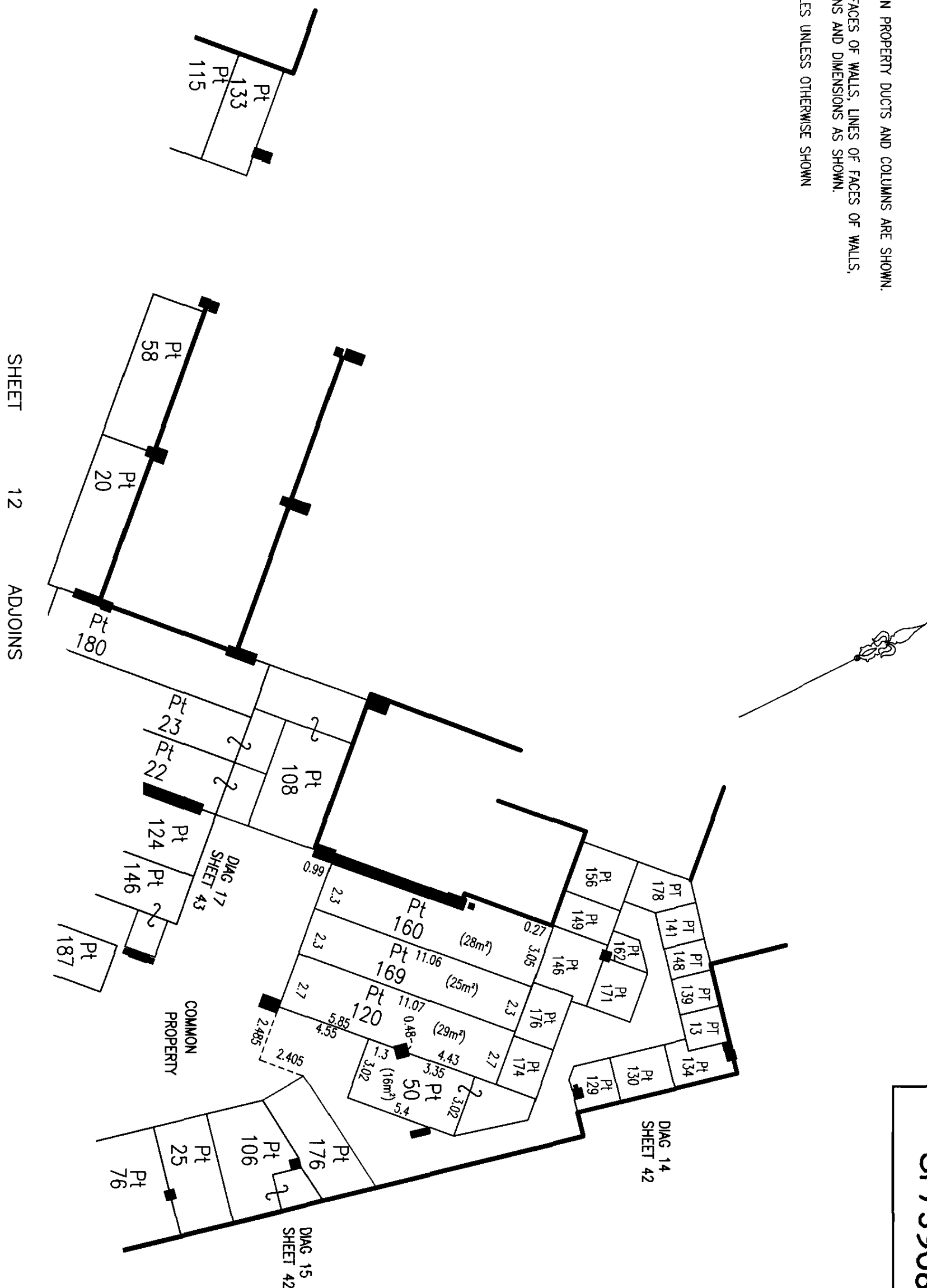
Baruch Wason
Registered Surveyor

[Signature]
Authorised Person/General Manager/Accredited Certifier

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN



SHEET 12 ADJOINS

LOWER GROUND

Reduction Ratio 1 : 200

Lengths are in metres

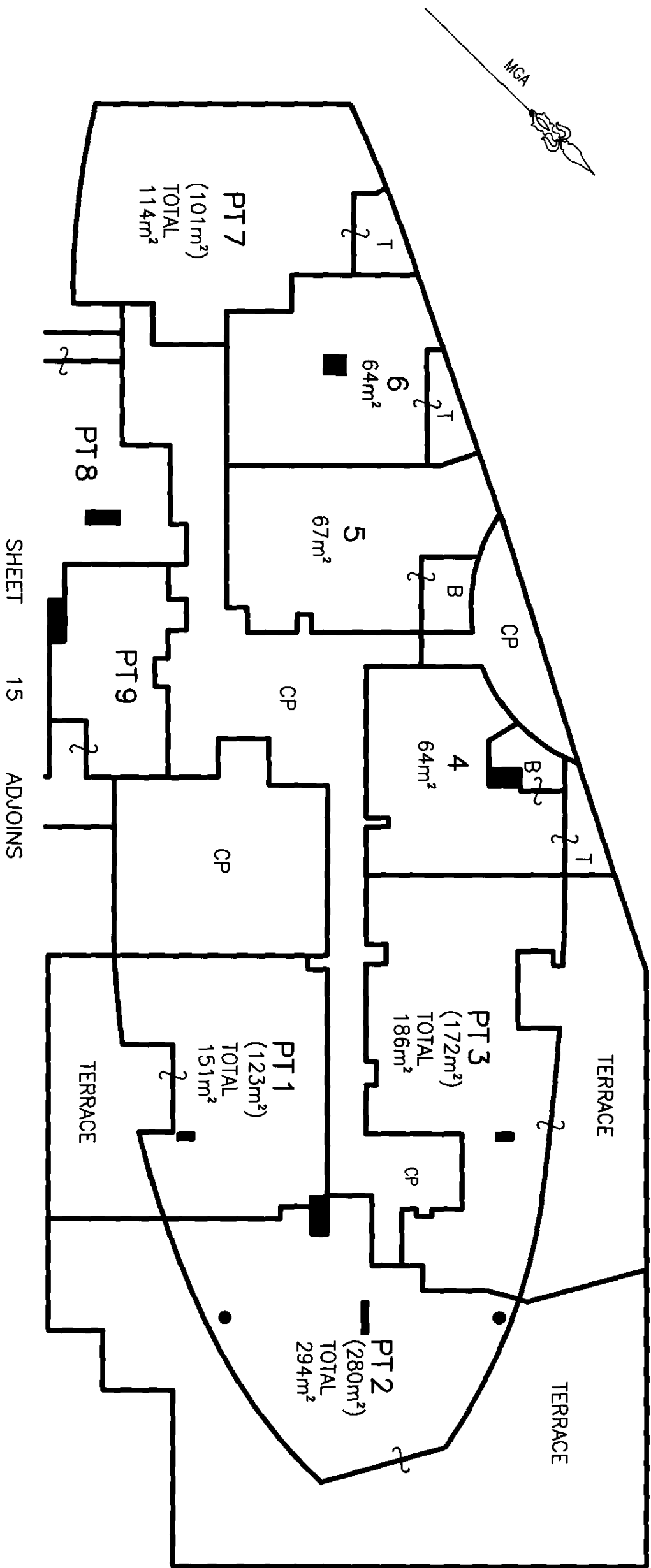
Registered Surveyor

~~Authorized Person/General Manager/Accredited Certifier~~

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SURVEYOR'S REFERENCE : 010611 DSP

SP73908



LEVEL 3

SHEET 15 ADJOINS

- B - DENOTES BALCONY
- T - DENOTES TERRACE
- CP - DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE BALCONIES & TERRACES EXTENDS TO 2.4 METRES ABOVE
THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE
COVERED

ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS
EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

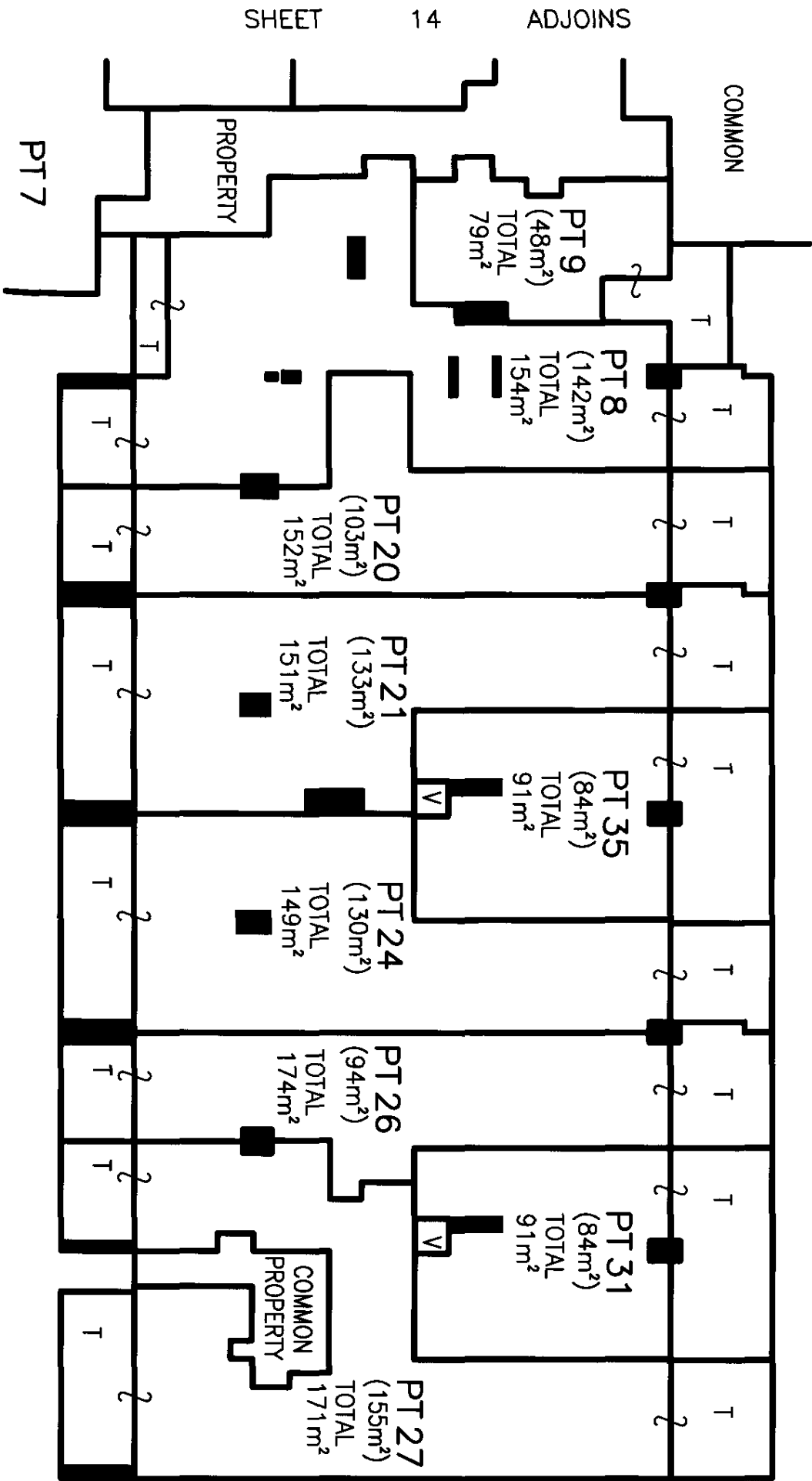
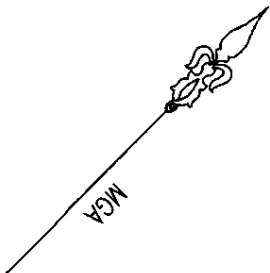
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010611 DSP

SP73908



LEVEL 3

- B - DENOTES BALCONY
- T - DENOTES TERRACE
- V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE TERRACES EXTENDS TO 2.4 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS
EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths in metres

Patrick Walsh
Registered Surveyor

Michael
Authorised Person General Manager / Accredited Certifier

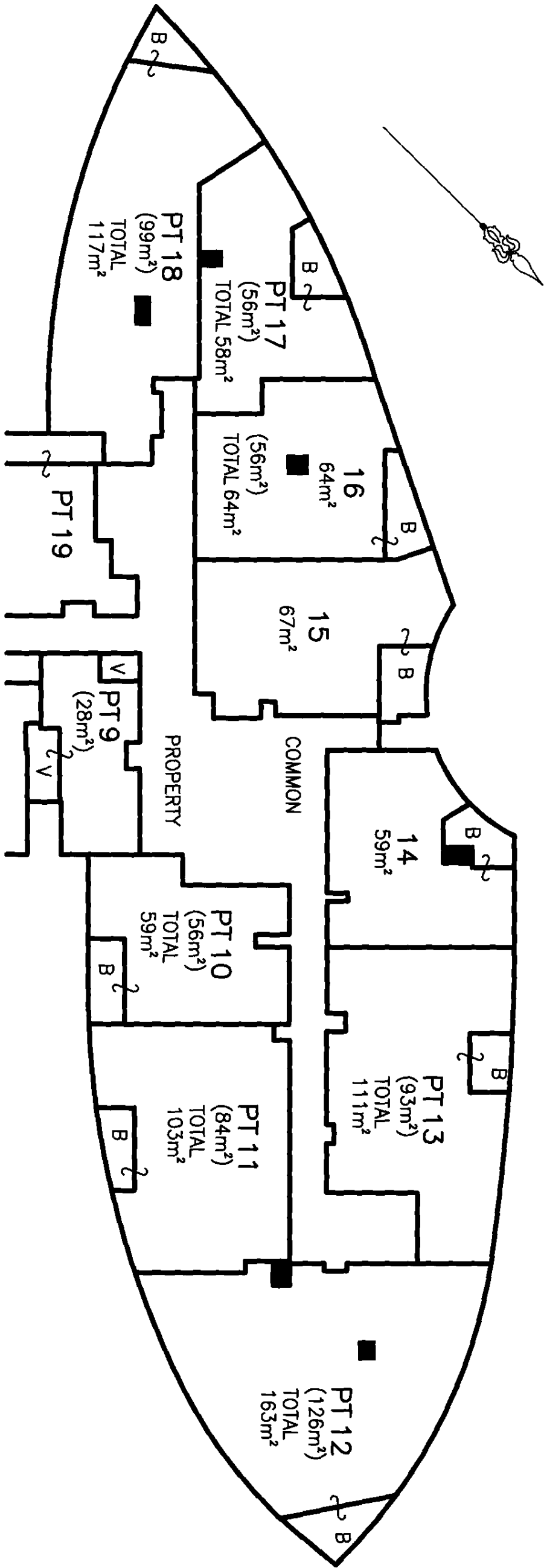
SURVEYOR'S REFERENCE : 010611 DSP

STRATA PLAN FORM 2

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Sheet No. 16 of 43 Sheets

SP73908



SHEET 17 ADJOINS

LEVEL 4

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE BALCONIES EXTENDS TO 2.4 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS
EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Patrick Watson
Registered Surveyor

Michael J. Watson
-Authorised Person/Consent Manager/Accredited Certifier

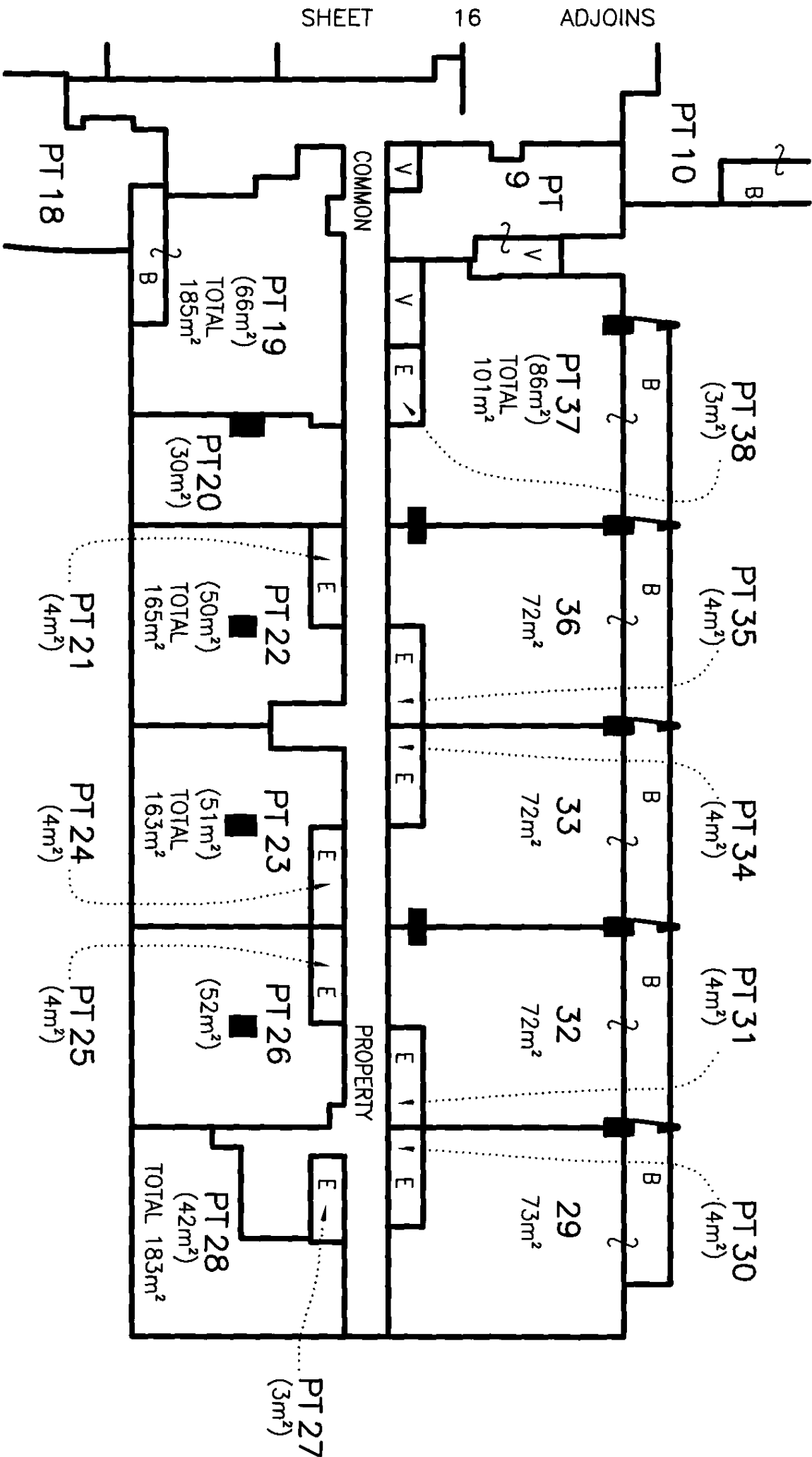
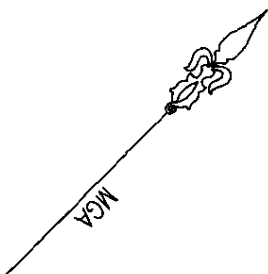
SURVEYOR'S REFERENCE : 010611 NSD

STRATA PLAN FORM 2

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Sheet No. 17 of 43 Sheets

SP73908



B - DENOTES BALCONY
E - DENOTES ENTRY
V - DENOTES VOID

LEVEL 4

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE BALCONIES EXTENDS TO 2.4 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS
EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

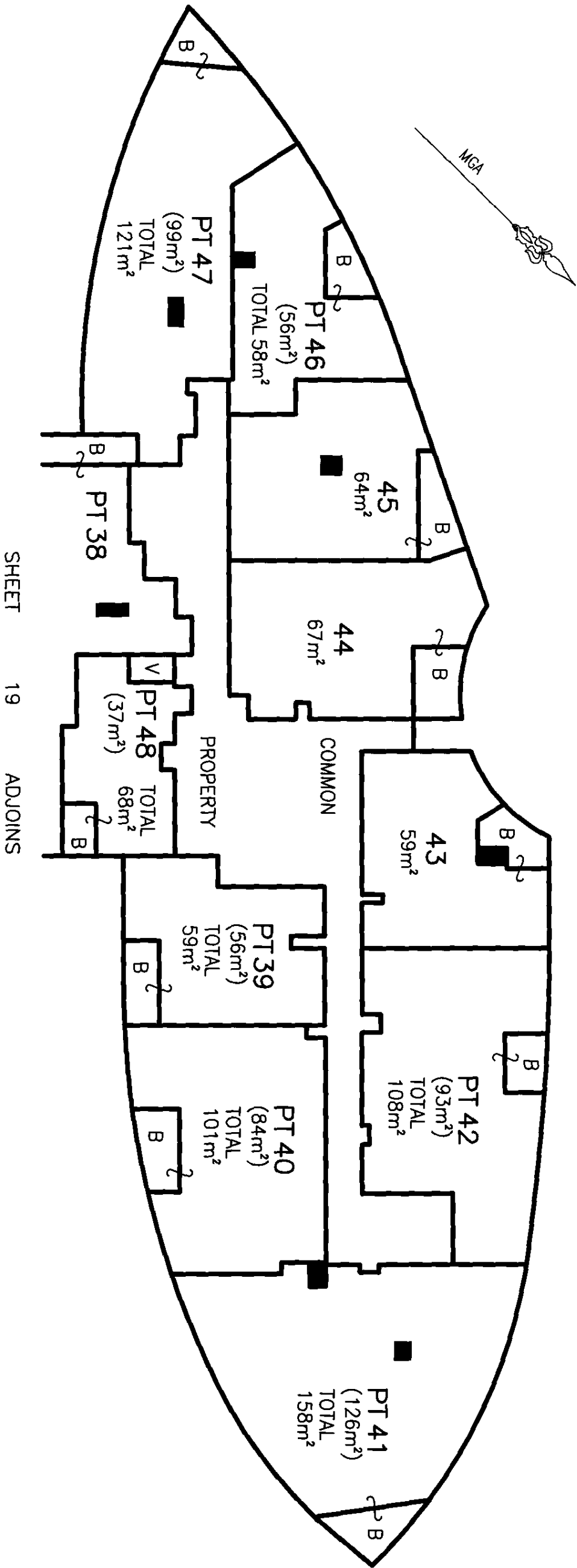
Authorised Person/General Manager/Accredited Certifier

STRATA PLAN FORM 2

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Sheet No. 18 of 43 Sheets

SP73908



LEVEL 5

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE BALCONIES EXTENDS TO 2.4 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS
EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

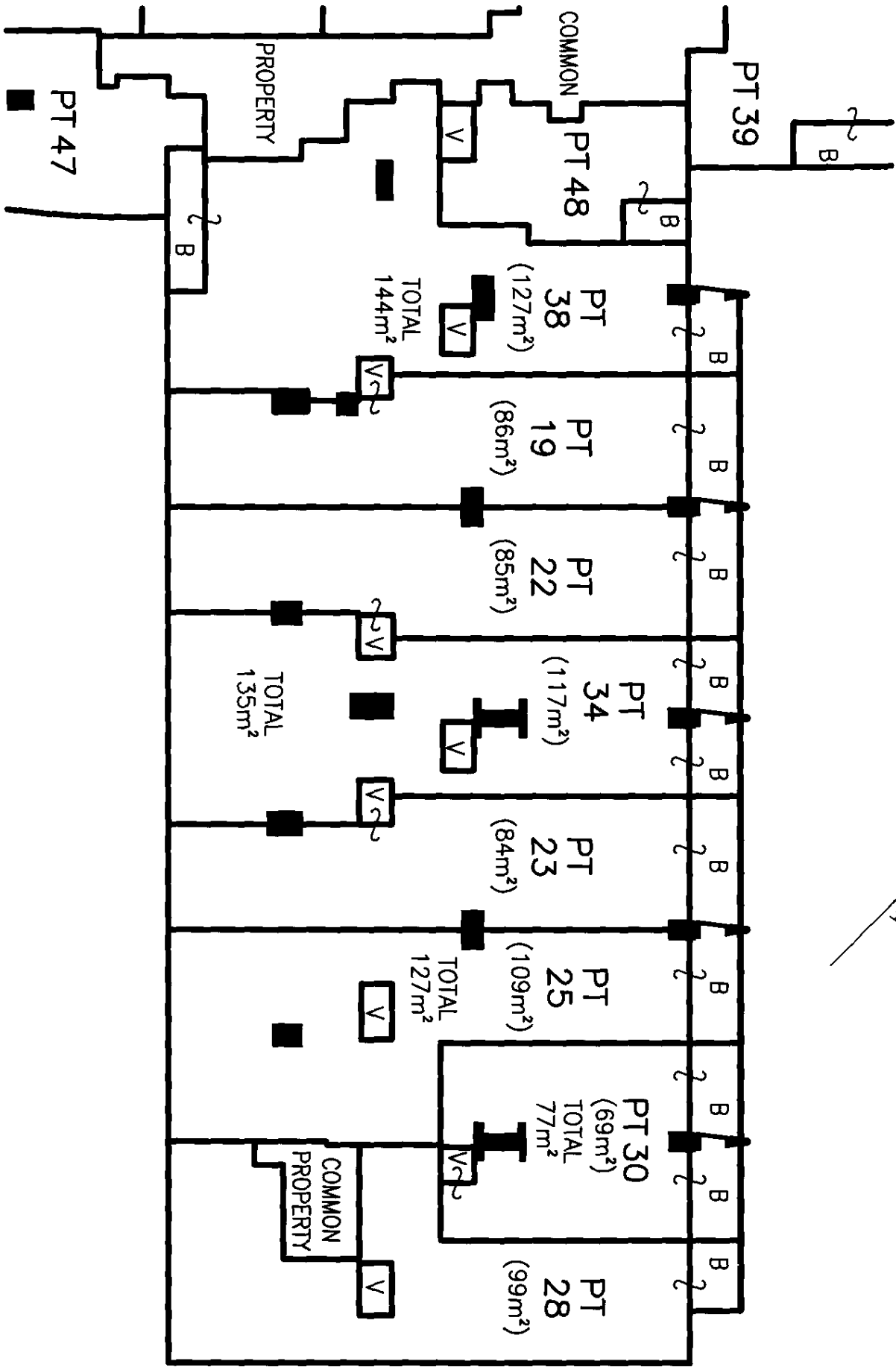
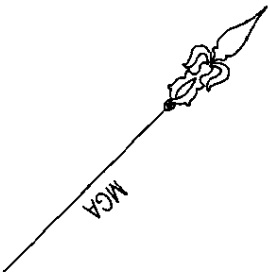
Authorised Person/General Manager/Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 19 of 43 Sheets

SP73908



SHEET 18 ADJOINS

B - DENOTES BALCONY
V - DENOTES VOID

LEVEL 5

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE BALCONIES EXTENDS TO 2.4 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS
EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

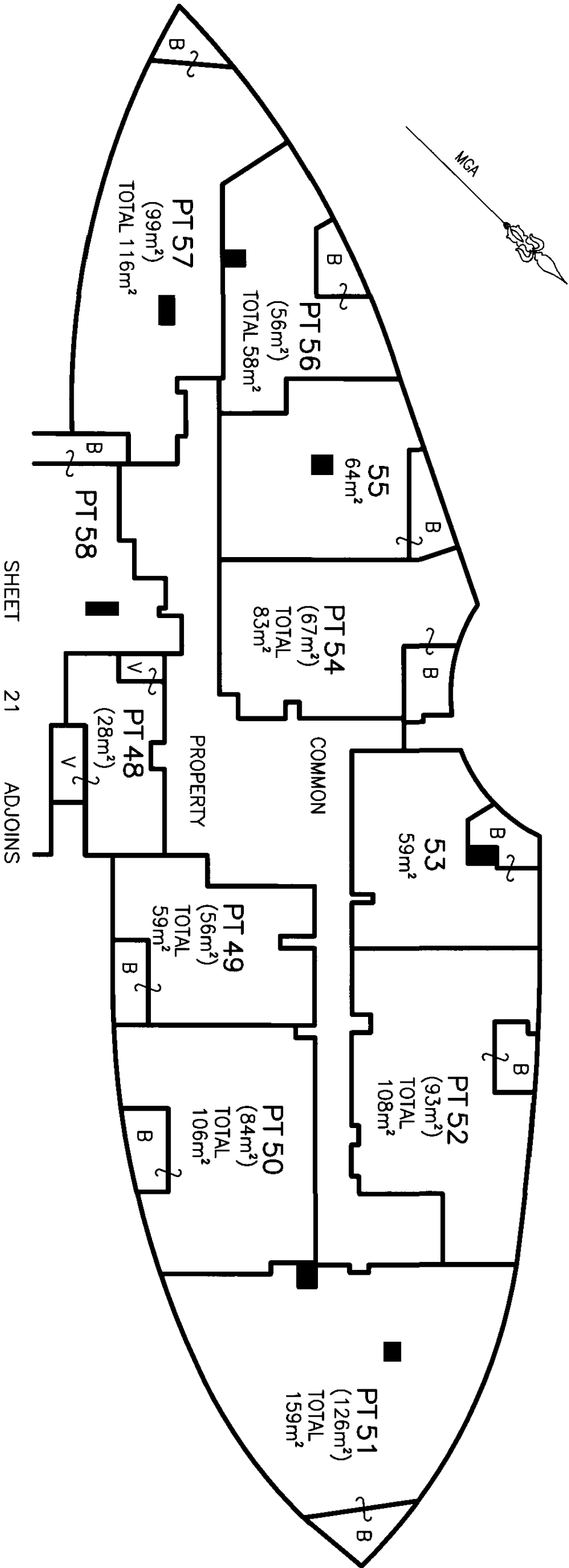
Patricia Wale
Registered Surveyor

[Signature]
Authorised Person/General Manager/Modified Certifier

X:\01JOBS\010611_oxford-sq\strata\level-05.dwg

SURVEYOR'S REFERENCE : 010611 DSP

SP733908



LEVEL 6

SHEET 21 ADJOINS

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE BALCONIES EXTENDS TO 2.4 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS
EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

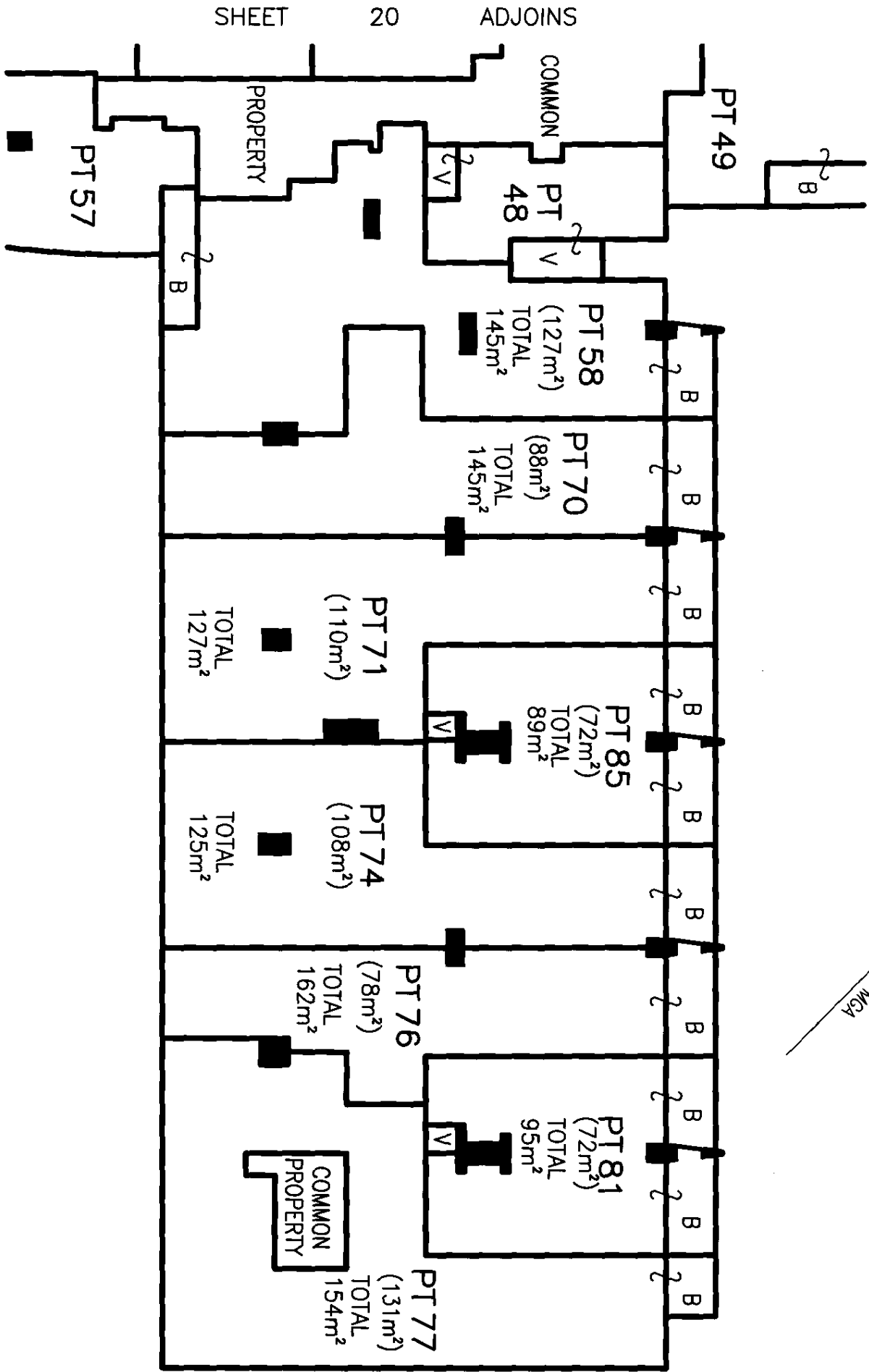
Lengths are in metres

Patricia W. W. W.
Registered Surveyor

Patricia W. W. W.
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010611 DSP

SP73908



LEVEL 6

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
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SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
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EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Patrick Walsh

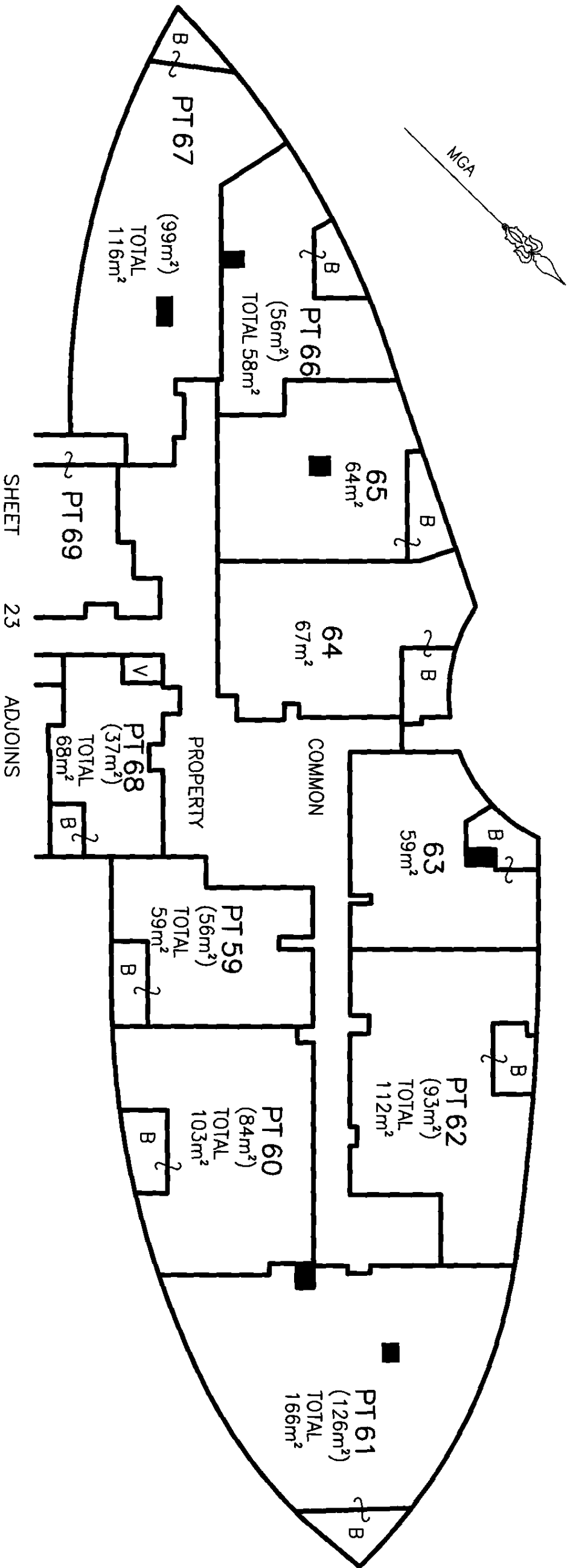
Authorised Person/General Manager/Accredited Certifier
Michael Walsh

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 22 of 43 Sheets

SP73908



LEVEL 7

B -- DENOTES BALCONY
V -- DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
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EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

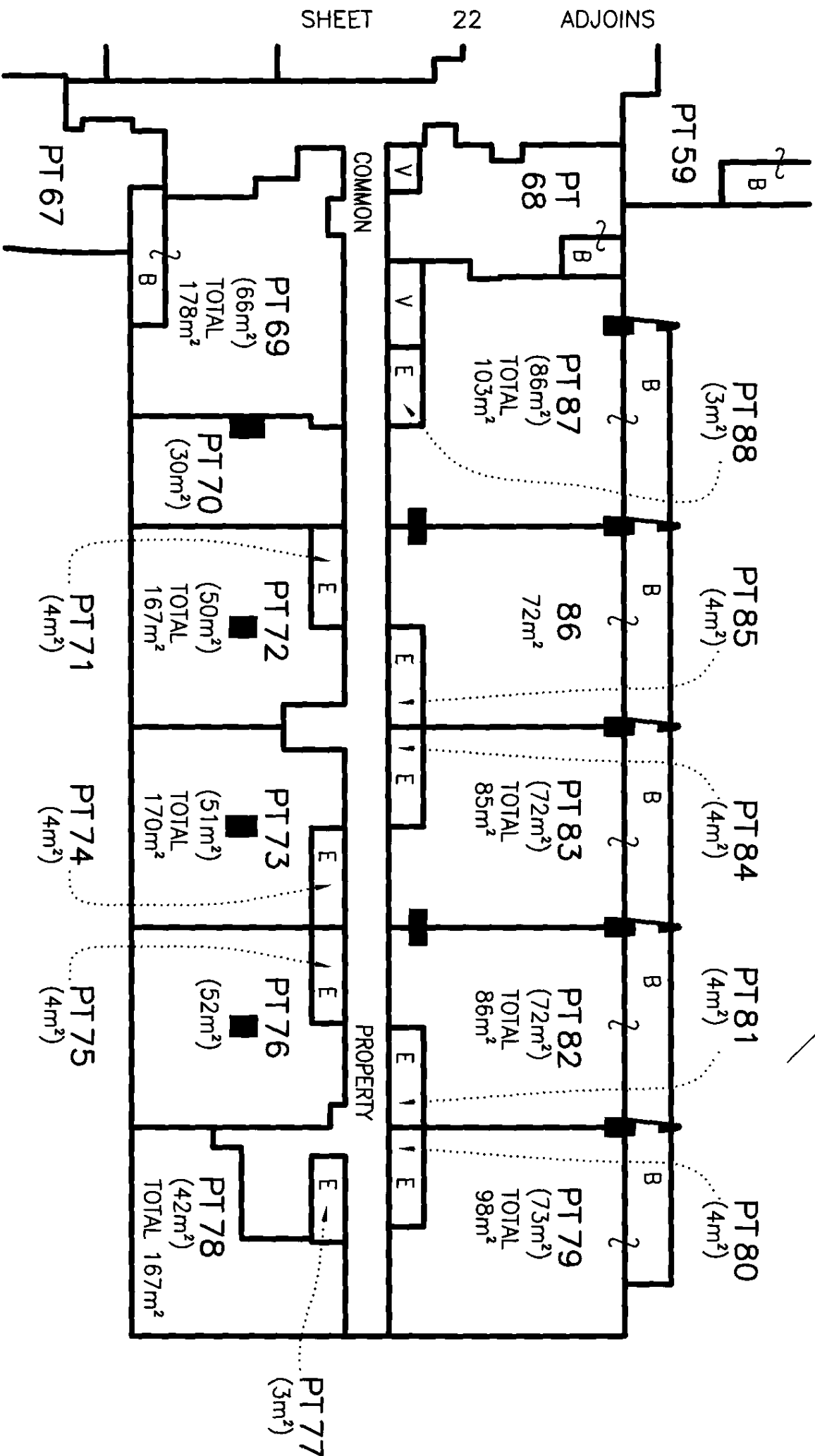
Patricia Warr
Registered Surveyor

Michael J. Warr
Authorised Person, General Manager/Accredited Certifier

STRATA PLAN FORM 2

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SP73908



B - DENOTES BALCONY
E - DENOTES ENTRY
V - DENOTES VOID

LEVEL 7

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
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Reduction Ratio 1 : 200

Lengths are in metres

Patricia Walsh
Registered Surveyor

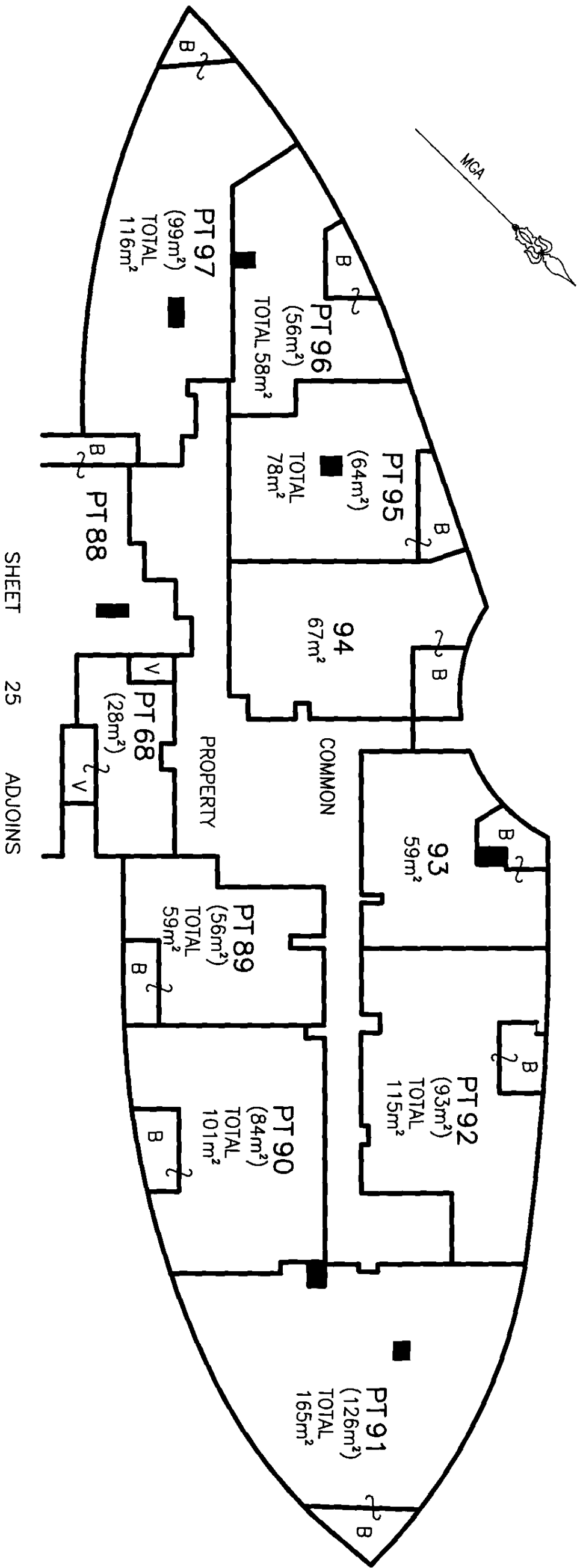
Michael Walsh
Authorised Person/Control Manager/Accredited Certifier

STRATA PLAN FORM 2

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Sheet No. 24 of 43 Sheets

SP73908



LEVEL 8

SHEET 25 ADJOINS

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
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EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Richard Watson
Registered Surveyor

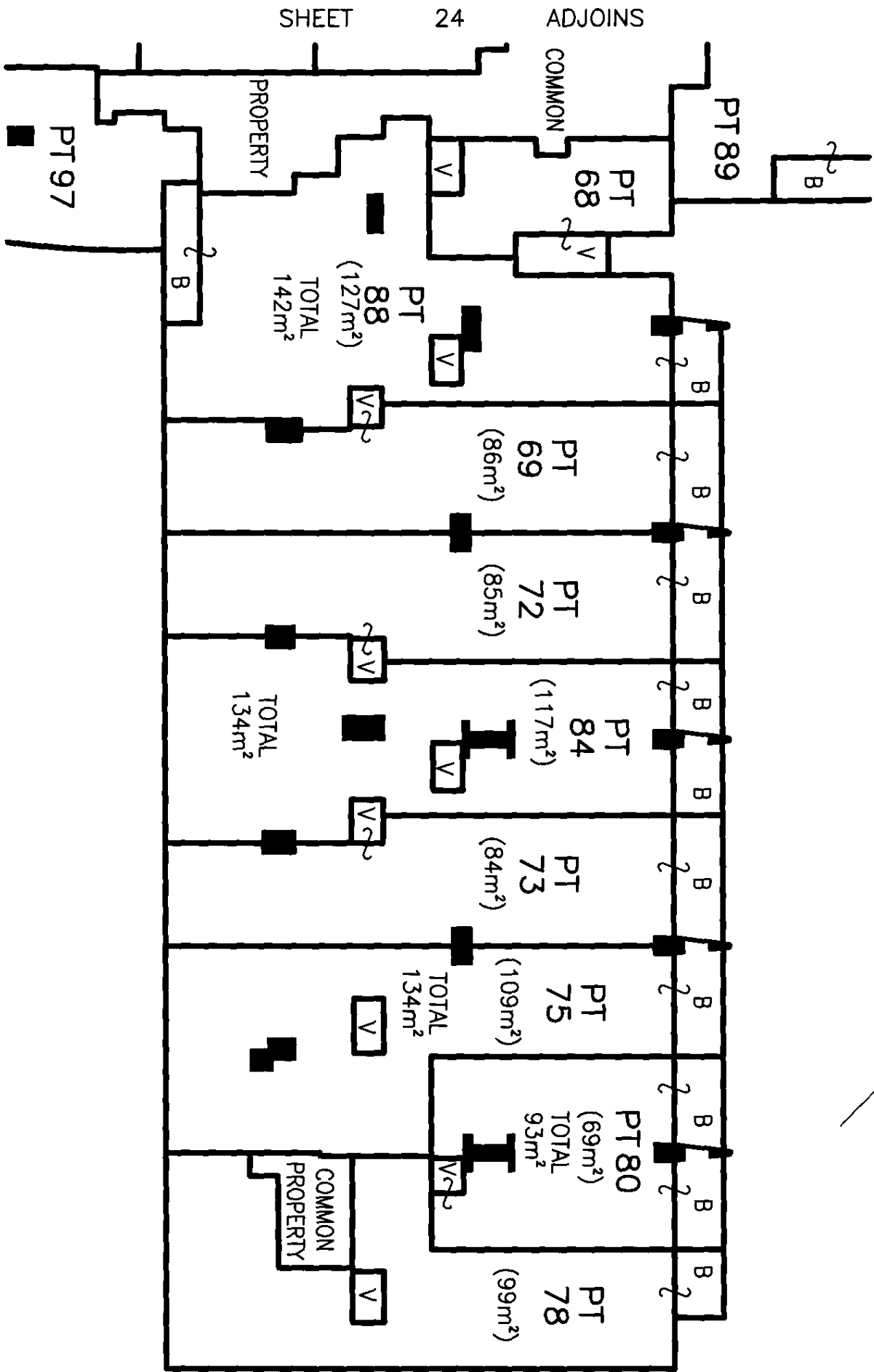
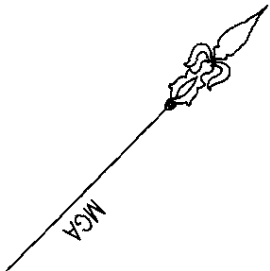
Michael Watson
Authorised Person/Contract Manager/Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 25 of 43 Sheets

SP73908



LEVEL 8

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
THE STRATUM OF THE BALCONIES EXTENDS TO 2.4 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED
ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Patrick Walsh
Registered Surveyor

Michael
Authorised Person/Consent/Delegation/Accredited Certifier

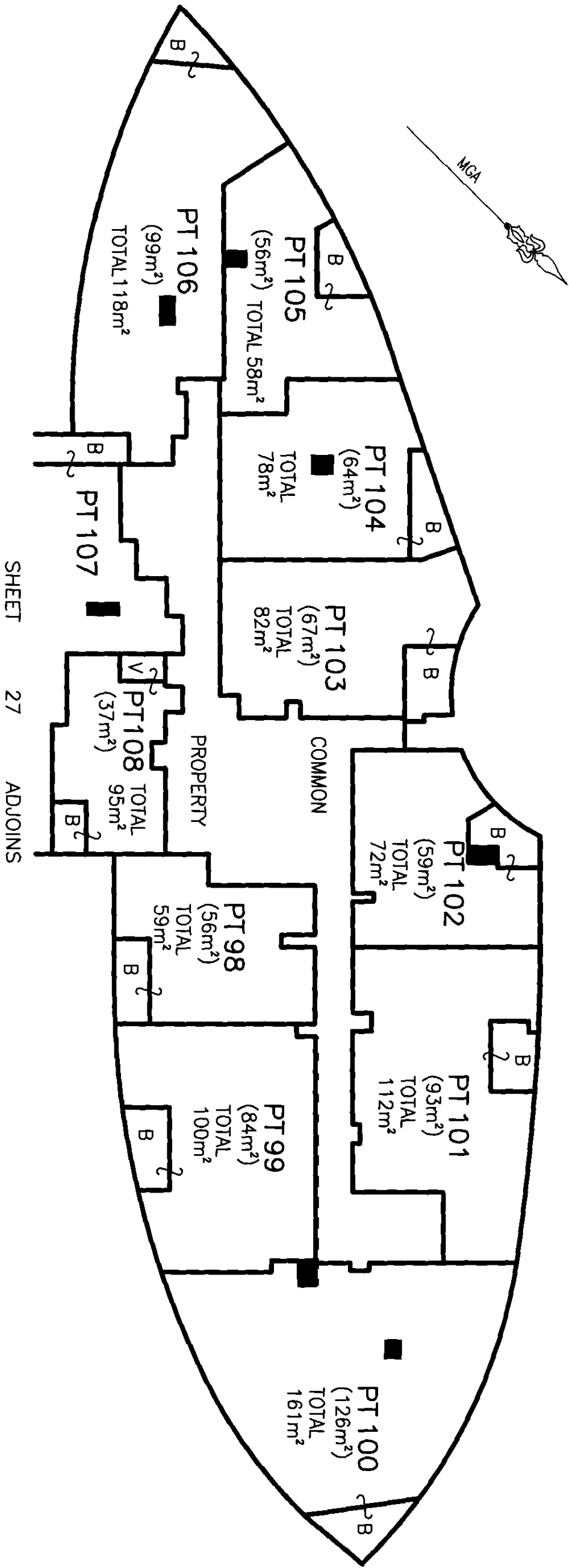
SURVEYOR'S REFERENCE : 010611 DSP

STRATA PLAN FORM 2

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Sheet No. 26 of 43 Sheets

SP73908



SHEET 27 ADJOINS

LEVEL 9

B - DENOTES BALCONY
V - DENOTES VOID

Reduction Ratio 1 : 200

Lengths are in metres

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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Patricia Watson
Registered Surveyor

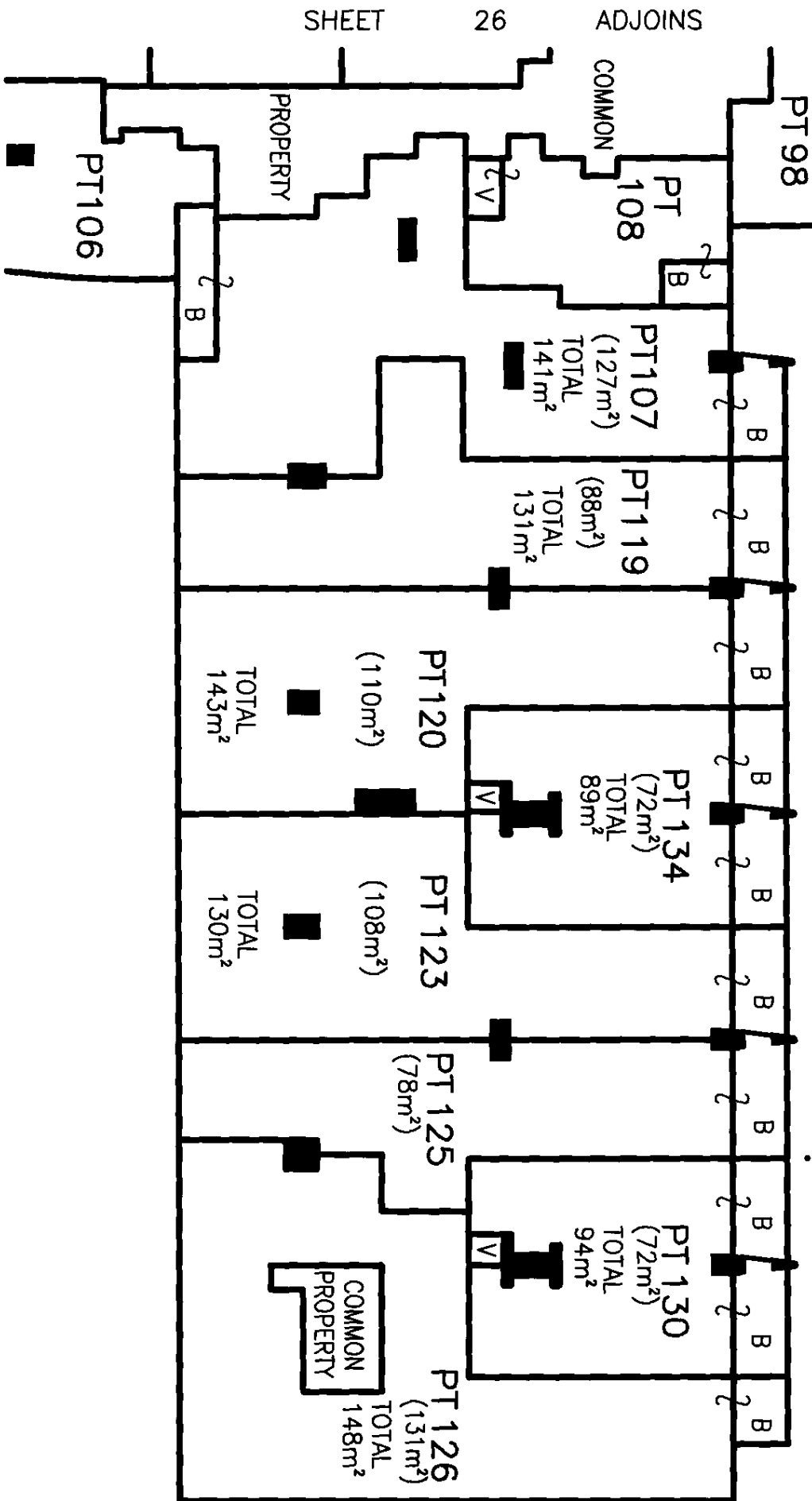
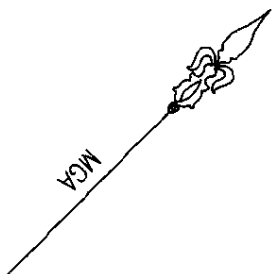
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Authorised Person/Captain/Proprietor/Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 27 of 43 Sheets

SP73908



B - DENOTES BALCONY
V - DENOTES VOID

LEVEL 9

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
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Reduction Ratio 1 : 200

Lengths are in metres

Baruch Wain
Registered Surveyor

Baruch Wain
Authorised Person/Competent Person/Accredited Certifier

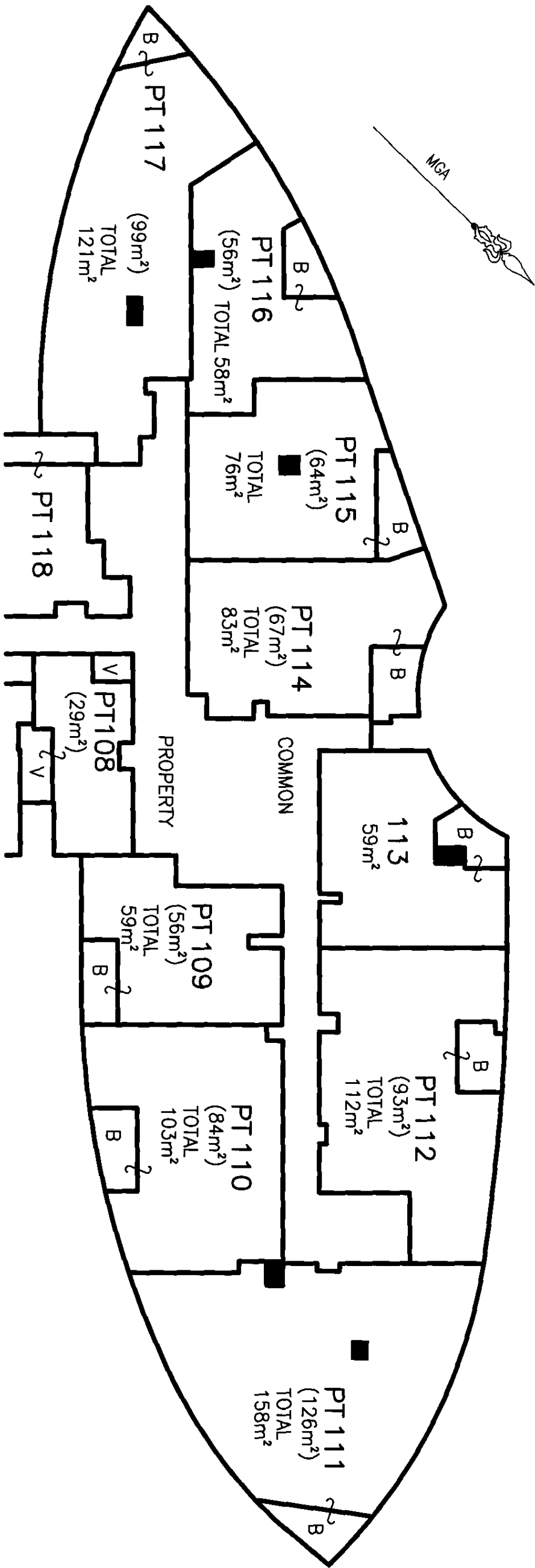
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STRATA PLAN FORM 2

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SP73908



LEVEL 10

SHEET 29 ADJOINS

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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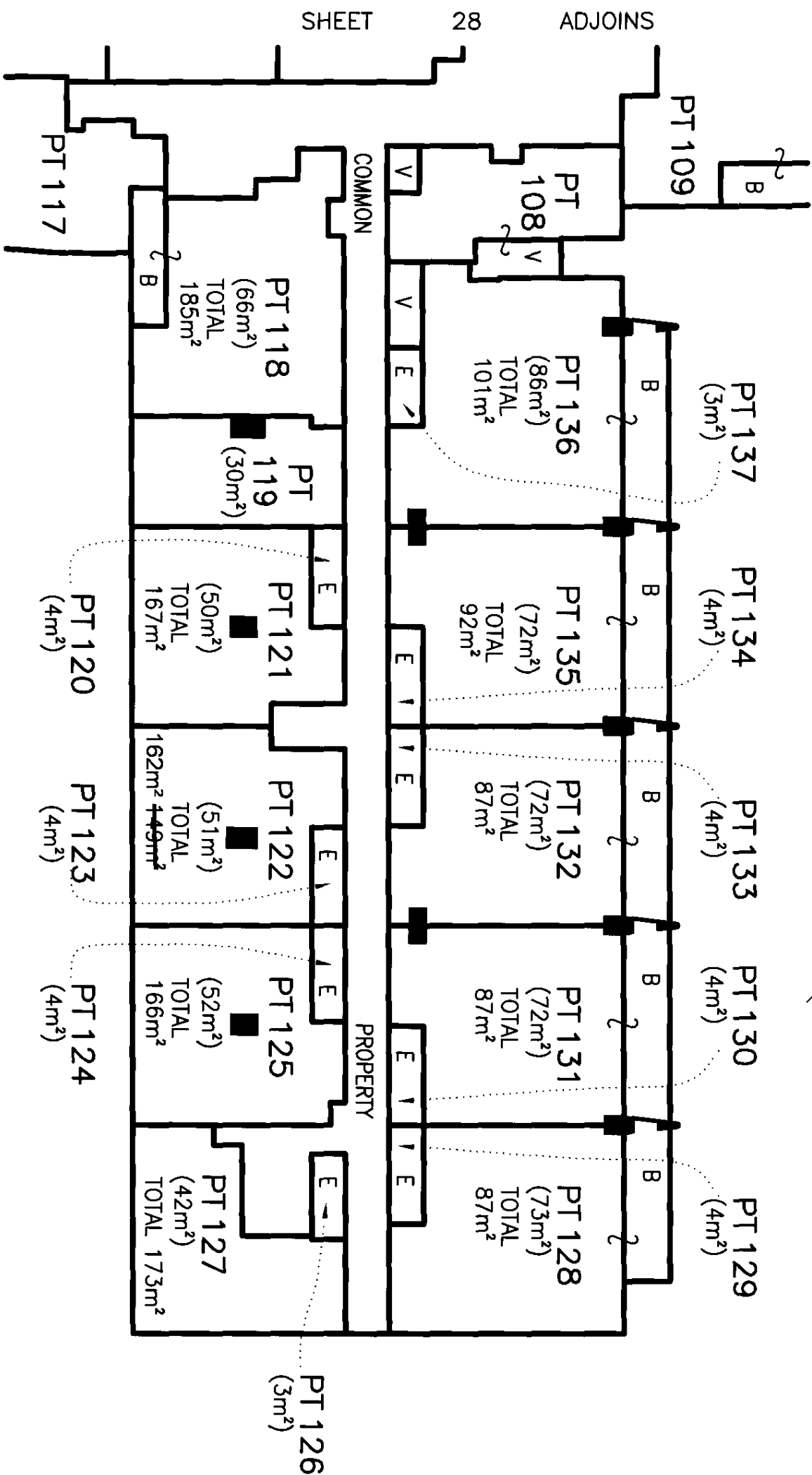
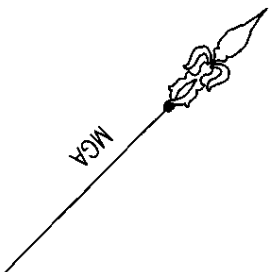
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/Competent Person/Registered Certifier

SP73908



LEVEL 10

- B - DENOTES BALCONY
- E - DENOTES ENTRY
- V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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Reduction Ratio 1 : 200

Lengths are in metres

Patricia Watson
Registered Surveyor

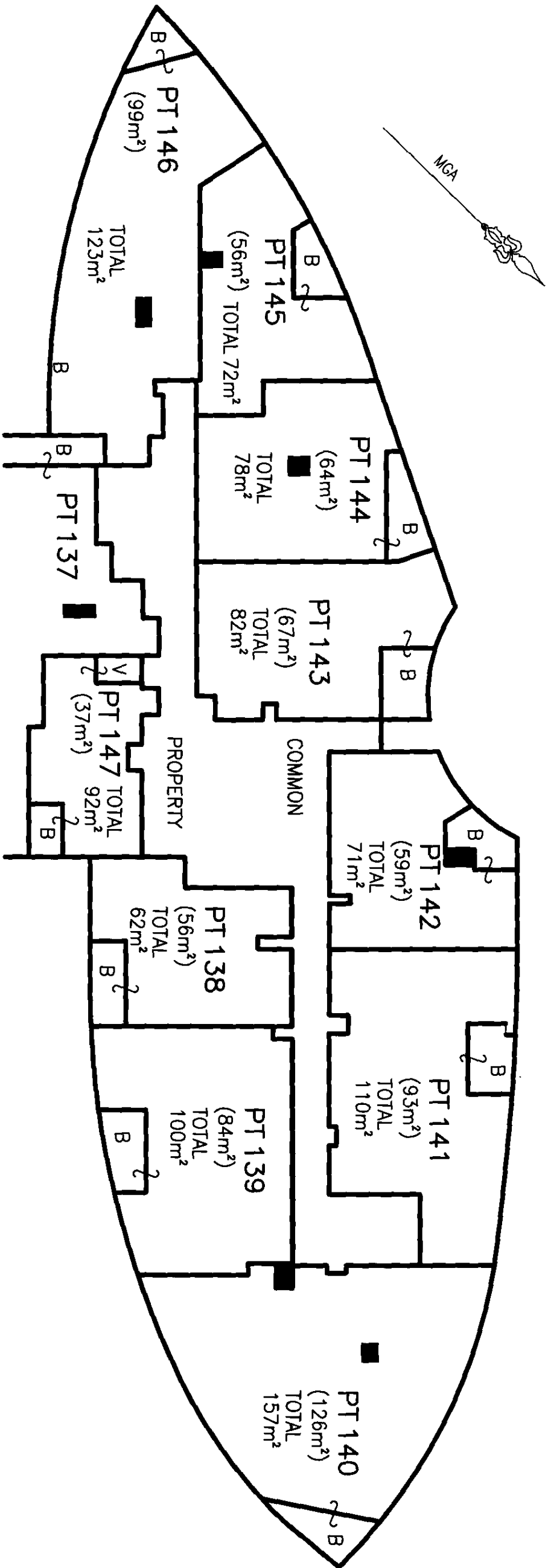
Authorised Person/Competent Manager/Accredited Certifier

STRATA PLAN FORM 2

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SHEET 31 ADJOINS

LEVEL 11

B - DENOTES BALCONY

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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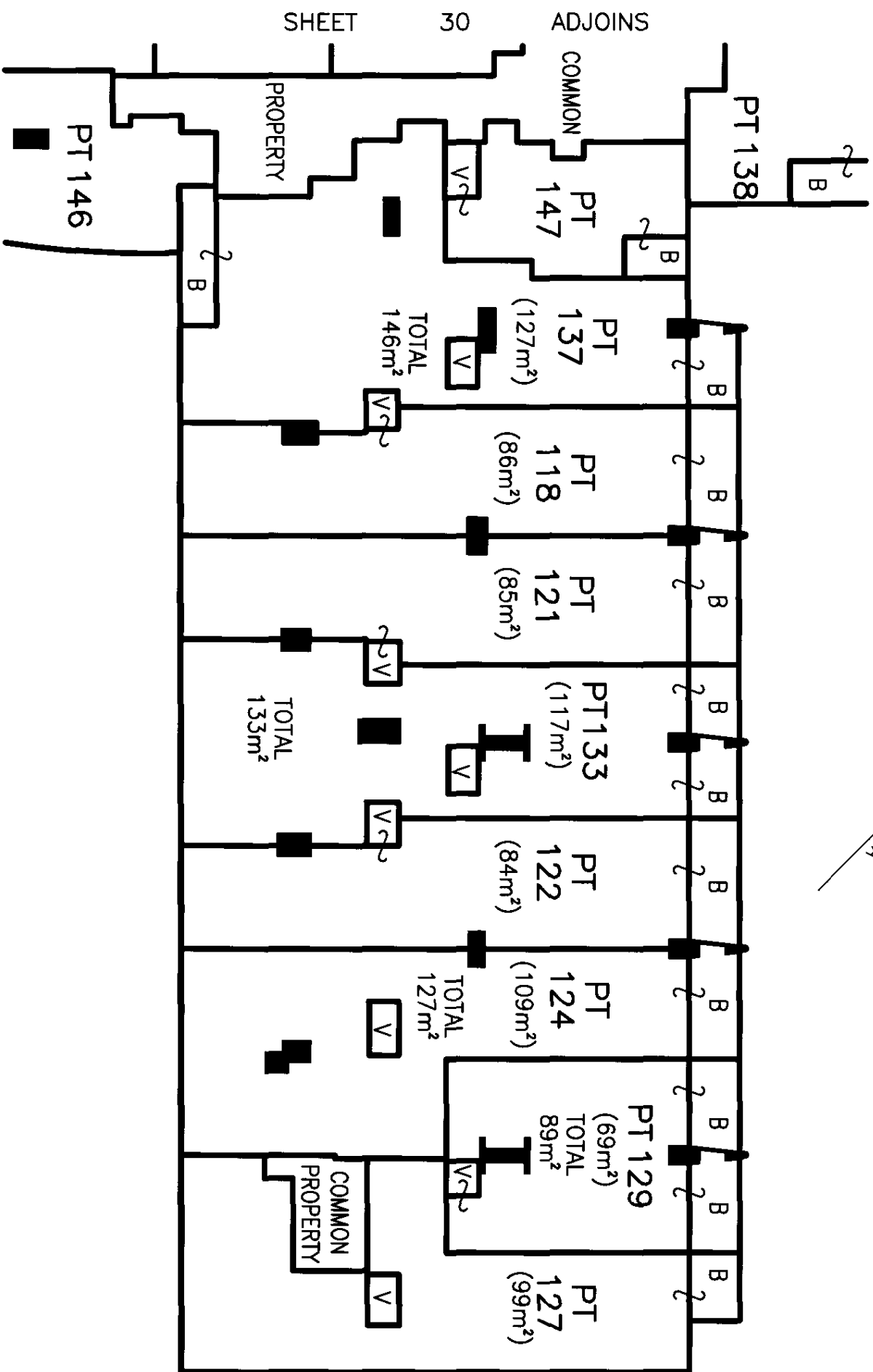
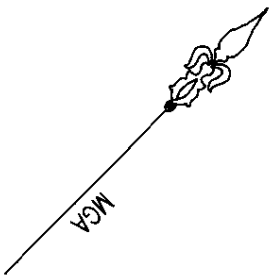
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Patrick Walker

Authorised Person/Contractor/Engineer/Accredited Cartographer
[Signature]

SP73908



LEVEL 11

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

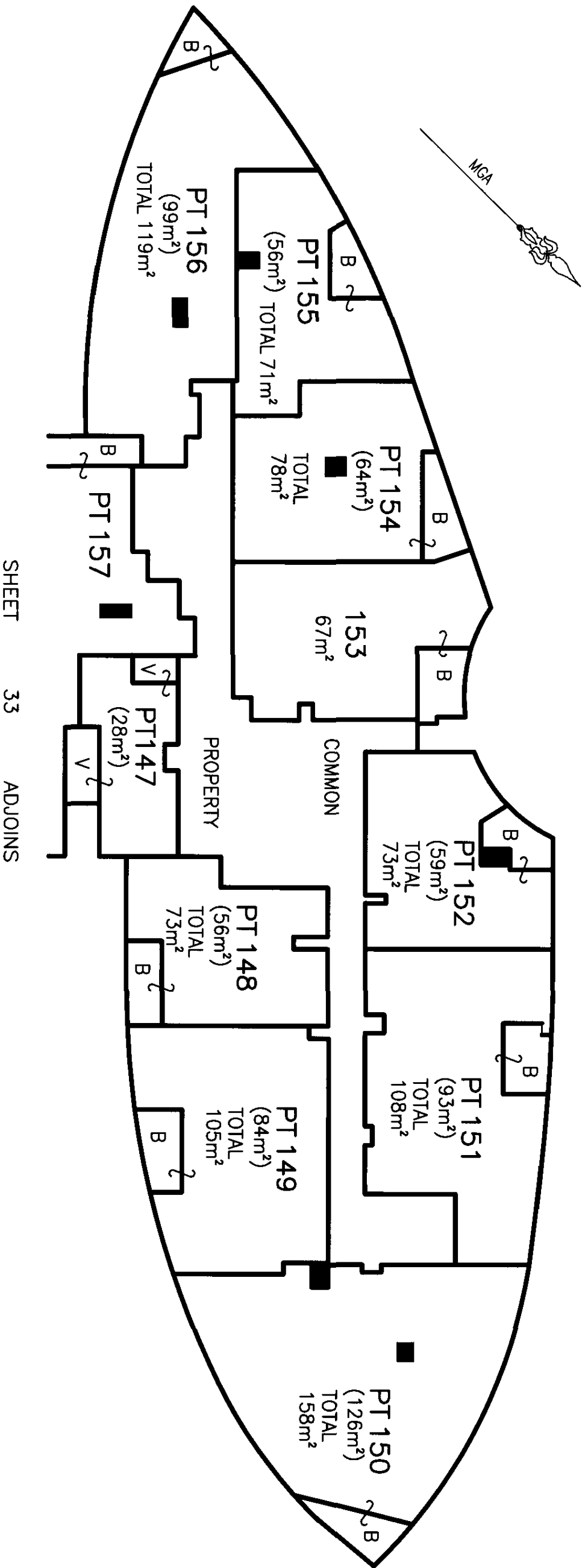
Lengths are in metres

Baruch Watson
Registered Surveyor

Baruch Watson
Authorised Person/General Manager/ Accredited Certifier

SURVEYOR'S REFERENCE : 010611 DSP

SP73908



LEVEL 12

SHEET 33 ADJOINS

B - DENOTES BALCONY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

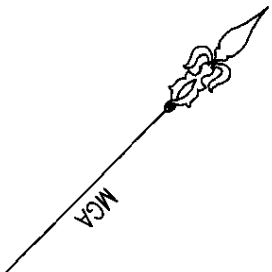
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STRATA PLAN FORM 2

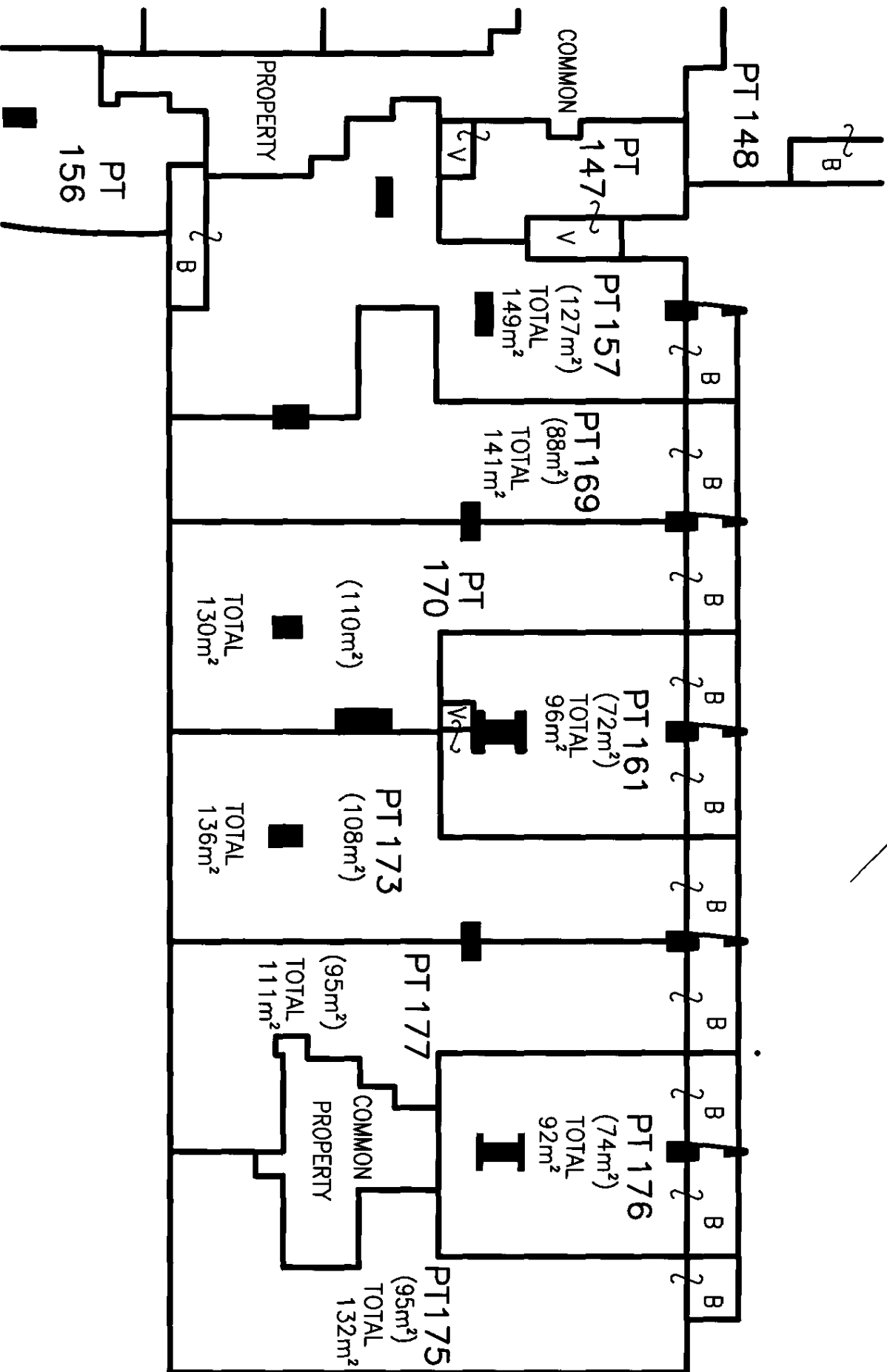
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 33 of 43 Sheets

SP73908



SHEET 32 ADJOINS



B - DENOTES BALCONY
V - DENOTES VOID

LEVEL 12

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN
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EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

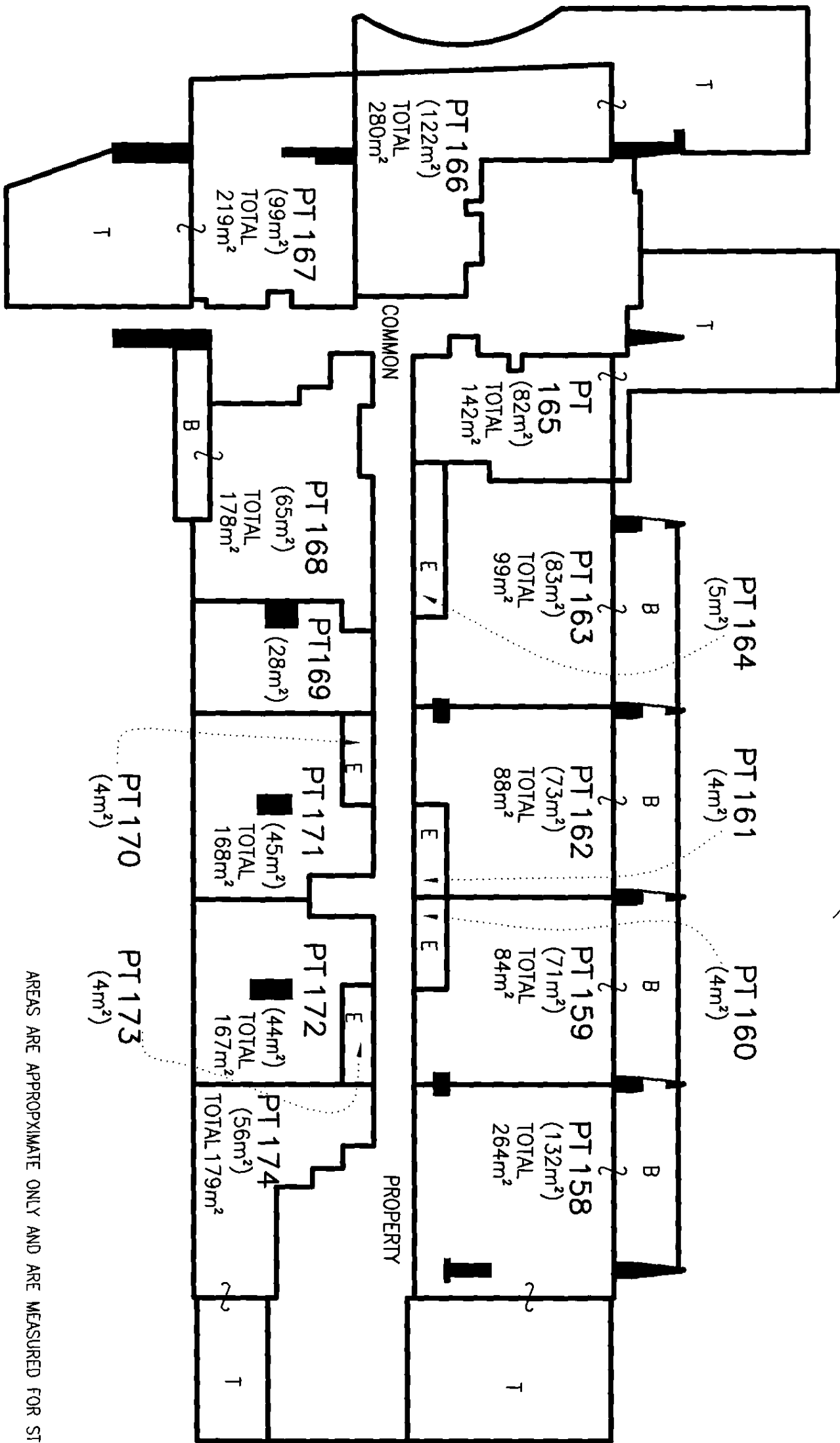
Reduction Ratio 1 : 200

Lengths are in metres

Patrick Walter
Registered Surveyor

Michael
Authorised Person/General Manager/Accredited Certifier

SP73908



```

B - DENOTES BALCONY
E - DENOTES ENTRY
T - DENOTES TERRACE
V - DENOTES VOID

```

LEVEL 13

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN THE STRATUM OF THE BALCONIES & TERRACES EXTENDS TO 2.4 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED

ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Padrick Watson
Registered Surveyor

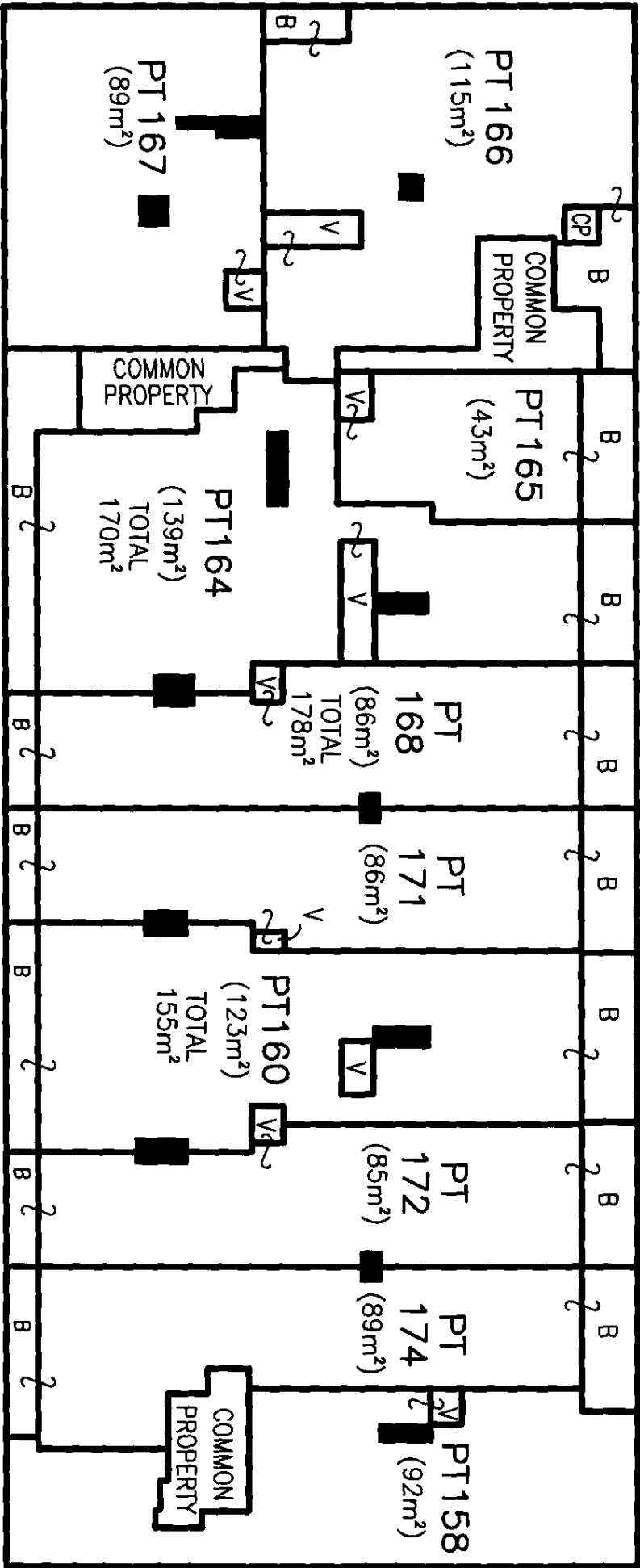
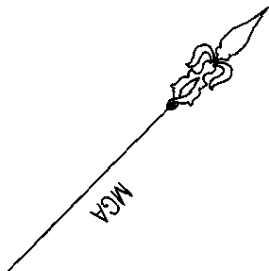
~~Authorized Person/General Manager/ Accredited Certifier~~

STRATA PLAN FORM 2

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SP73908



LEVEL 14

- B - DENOTES BALCONY
- V - DENOTES VOID
- CP - DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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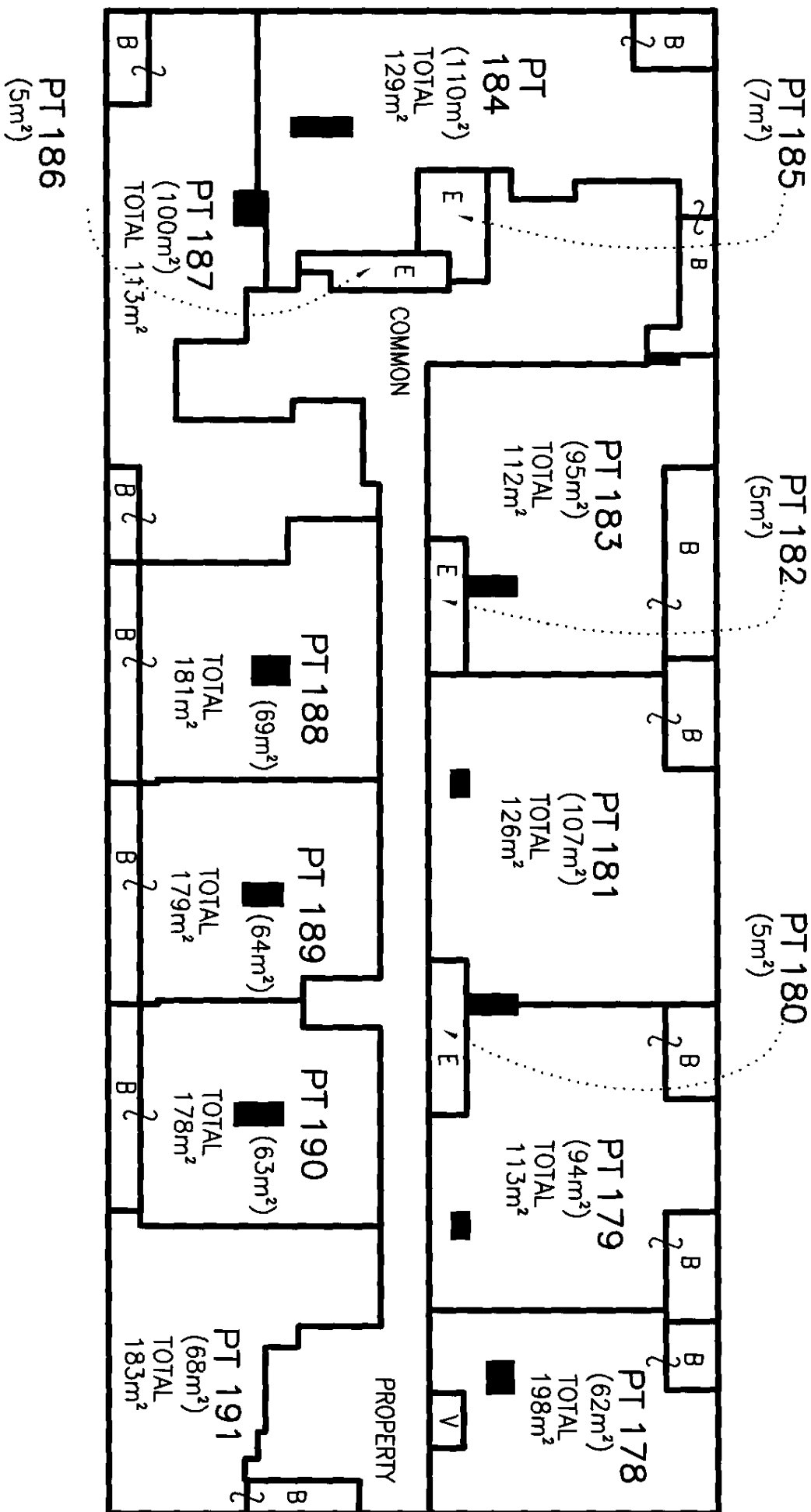
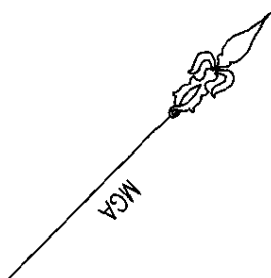
Reduction Ratio 1 : 200

Lengths are in metres

Patrick Nolan
Registered Surveyor

[Signature]
Authorised Person/General Manager/Accredited Certifier

SP73908



LEVEL 15

B - DENOTES BALCONY
E - DENOTES ENTRY
V - DENOTES VOID

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN THE STRATUM OF THE BALCONIES EXTENDS TO 2.4 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED ALL AIR CONDITIONER CONDENSERS, PLANT & ASSOCIATED PIPES, WIRES & DUCTS EXCLUSIVELY SERVING A LOT FORM PART OF THAT LOT.

Reduction Ratio 1 : 200

Lengths are in metres

Padrick Watkin
Registered Surveyor

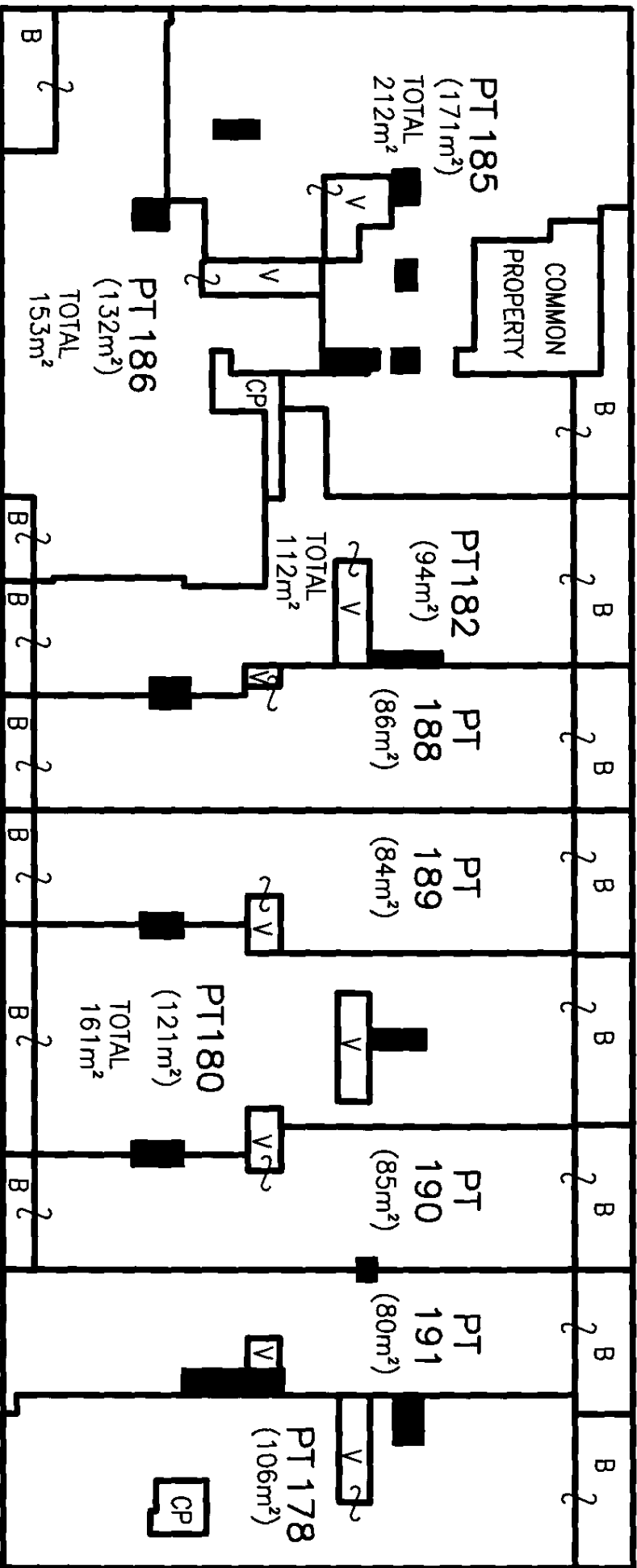
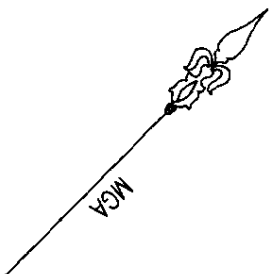
~~Authorised Person/College/Institute/Accredited Certifier~~

STRATA PLAN FORM 2

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SP73908



LEVEL 16

- B - DENOTES BALCONY
- V - DENOTES VOID
- CP - DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY
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Reduction Ratio 1 : 200

Lengths are in metres

Patrick Moran
Registered Surveyor

Michael Moran
Authorised Person/Deputy Registrar/Accredited Certifier

STRATA PLAN FORM 2

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Sheet No. 38 of 43 Sheets

BASEMENT CARPARK

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN.

CP DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

S2 - DENOTES STORAGE AREA (2m²)

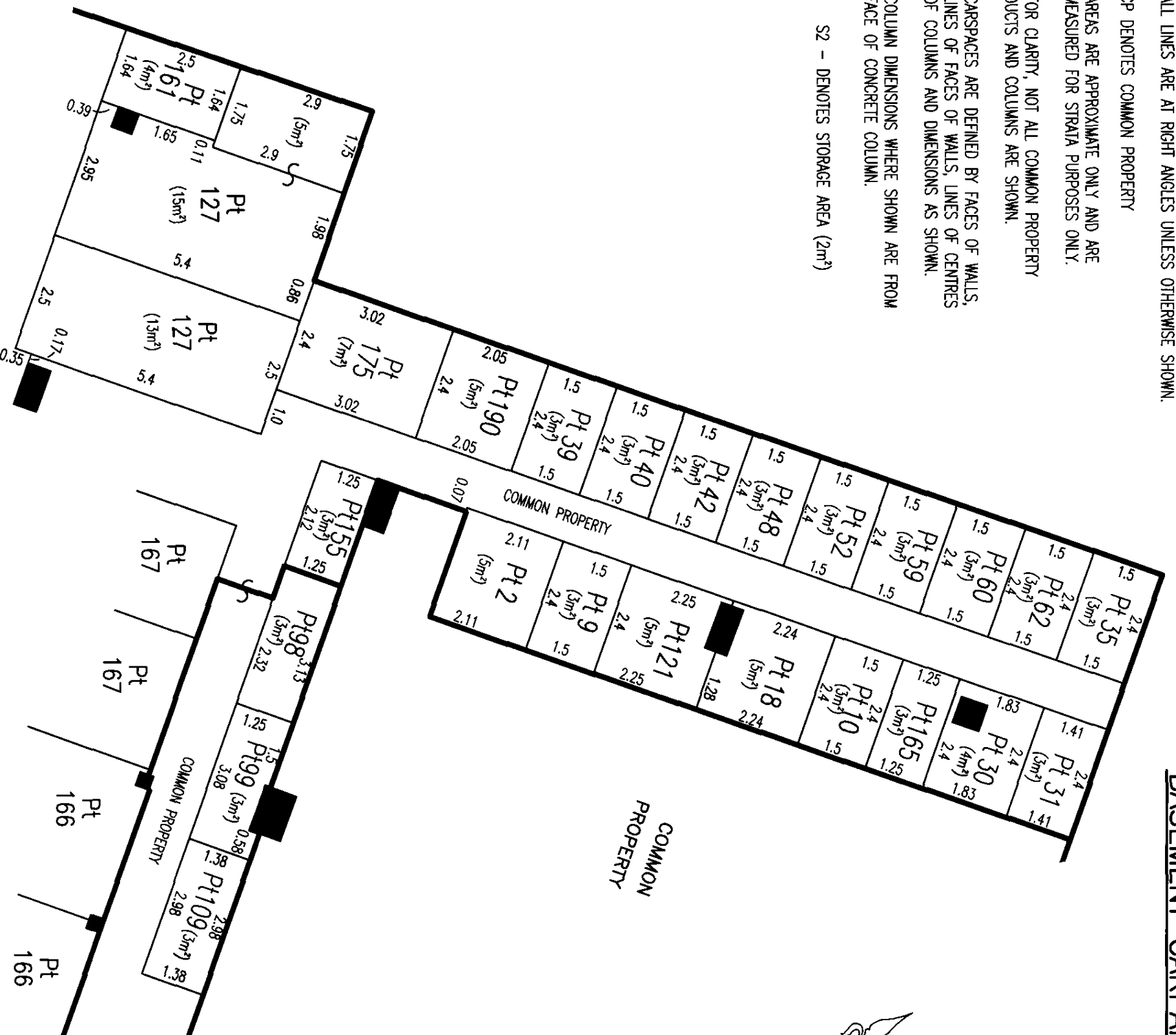


DIAGRAM 1

SP73908

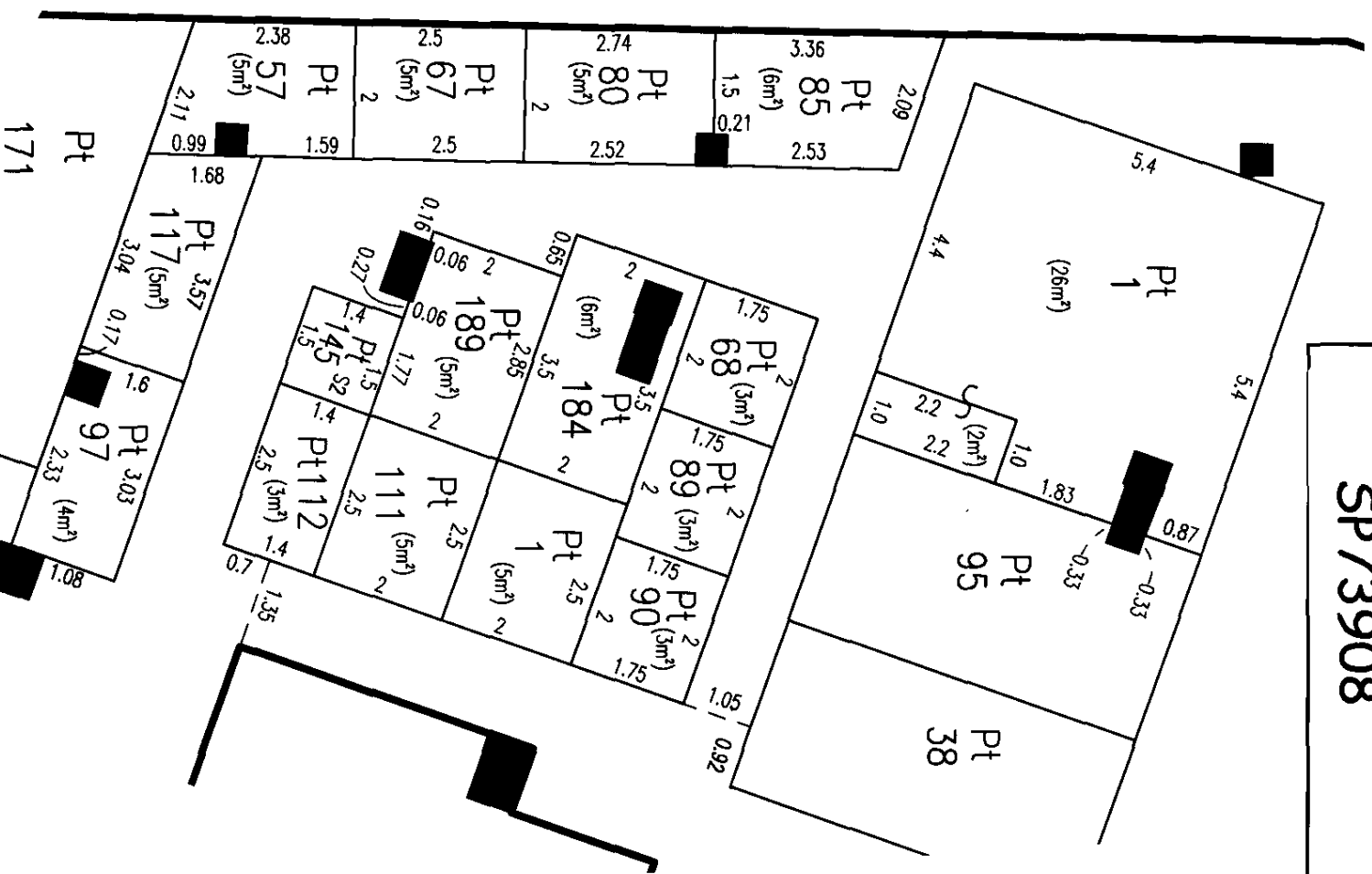


DIAGRAM 2

Reduction Ratio 1 : 100

Lengths are in metres

Patricia Watson
Registered Surveyor

[Signature]
Authorised Person for the Registrar-General's Office

010611 DSP

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 39 of 43 Sheets

BASEMENT CARPARK

SP73908

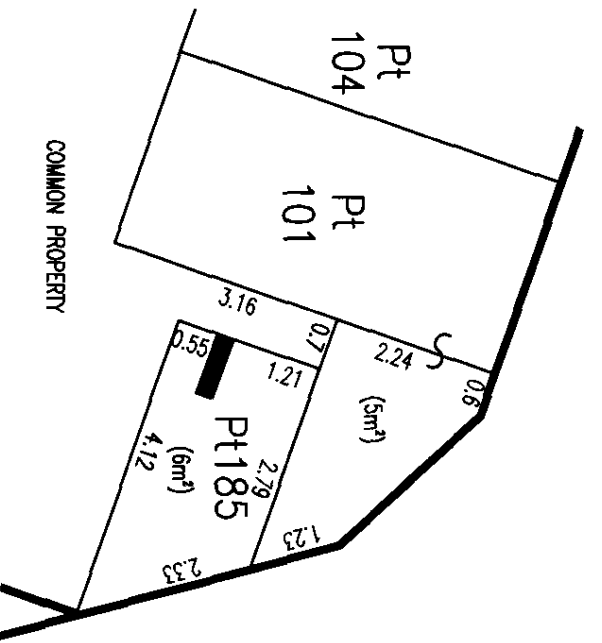


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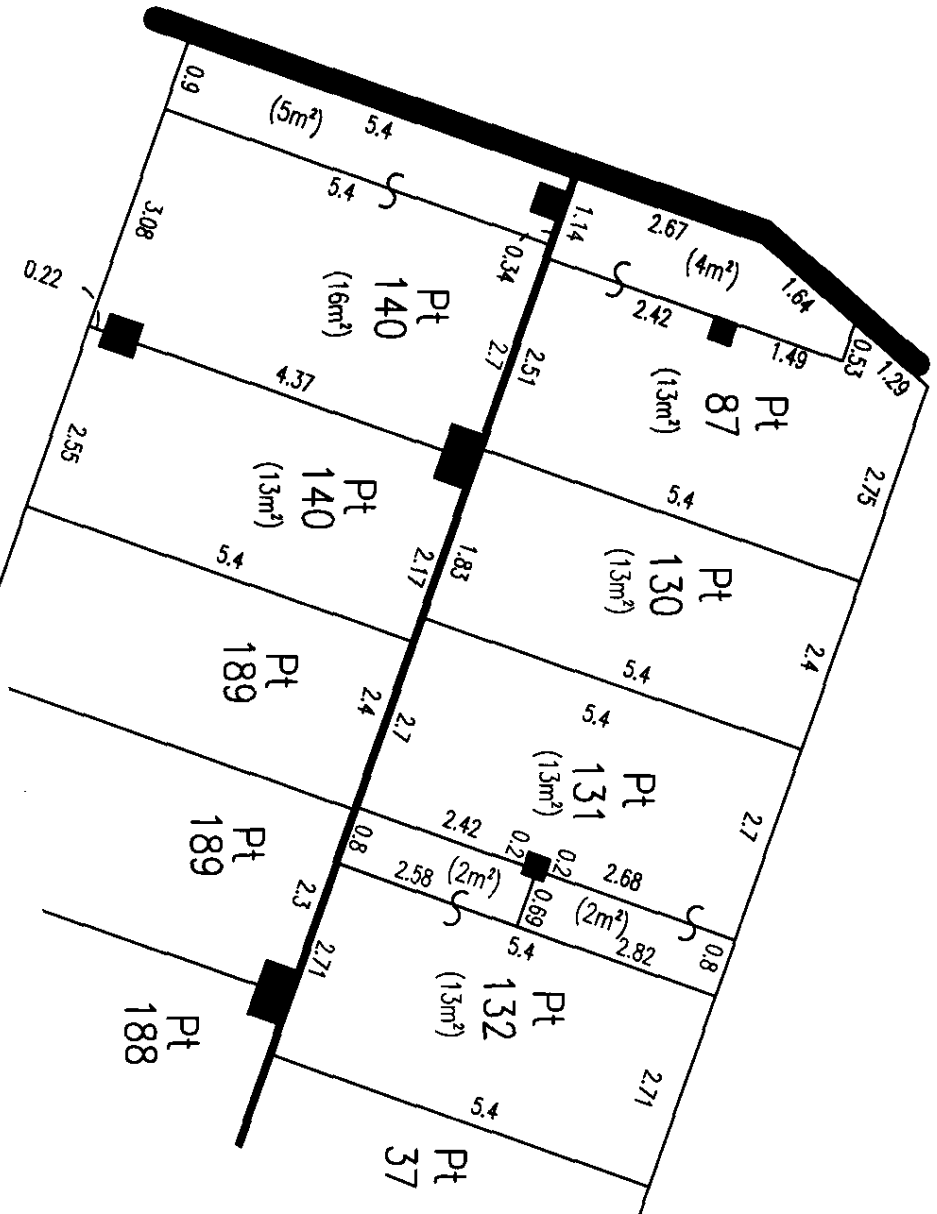


DIAGRAM 4

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN
AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.
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CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES
OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.
COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

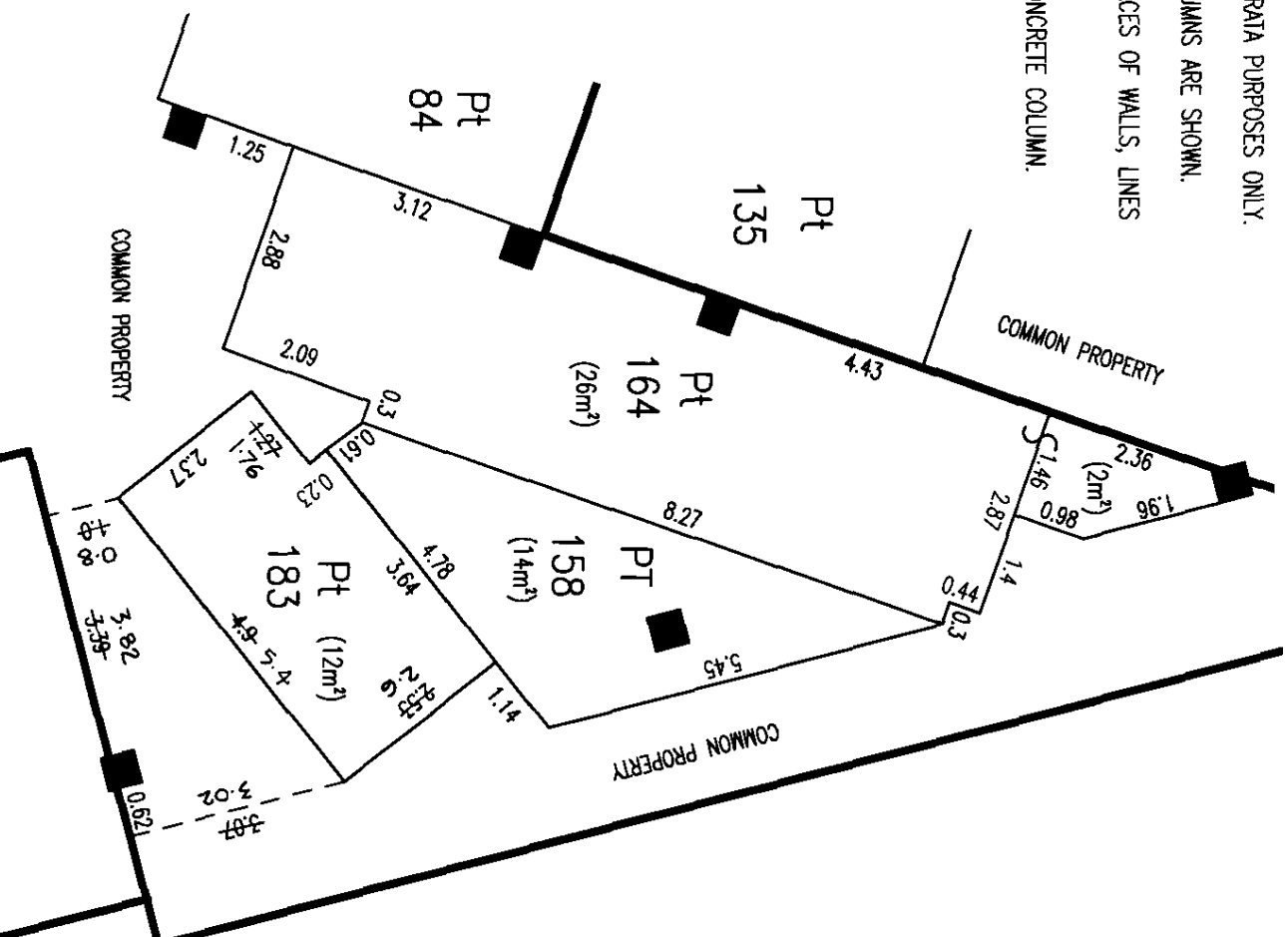


DIAGRAM 5

Reduction Ratio 1 : 100

Lengths are in metres

Richard Water
Registered Surveyor

Michael
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010611 DSP

BASEMENT CARPARK

SP73908

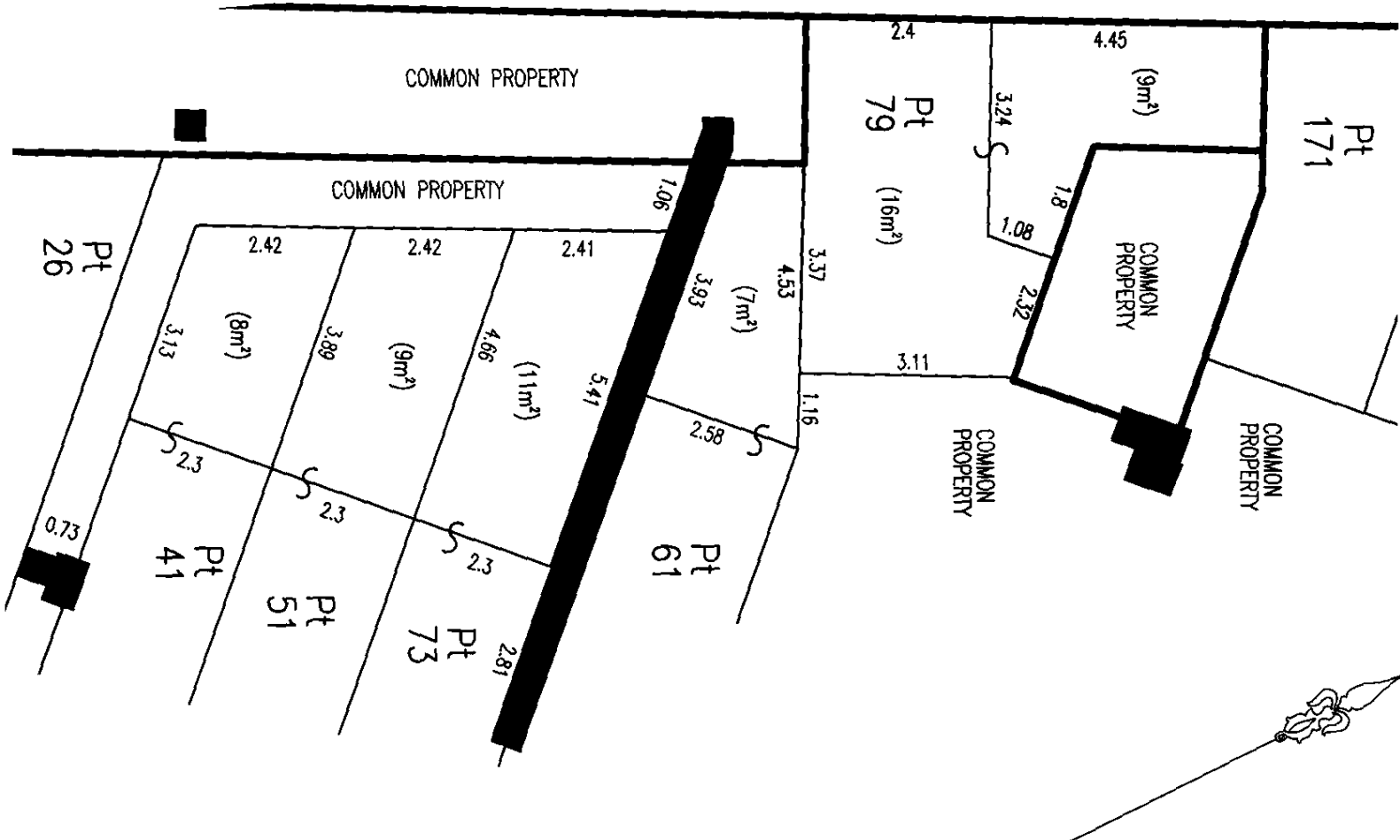


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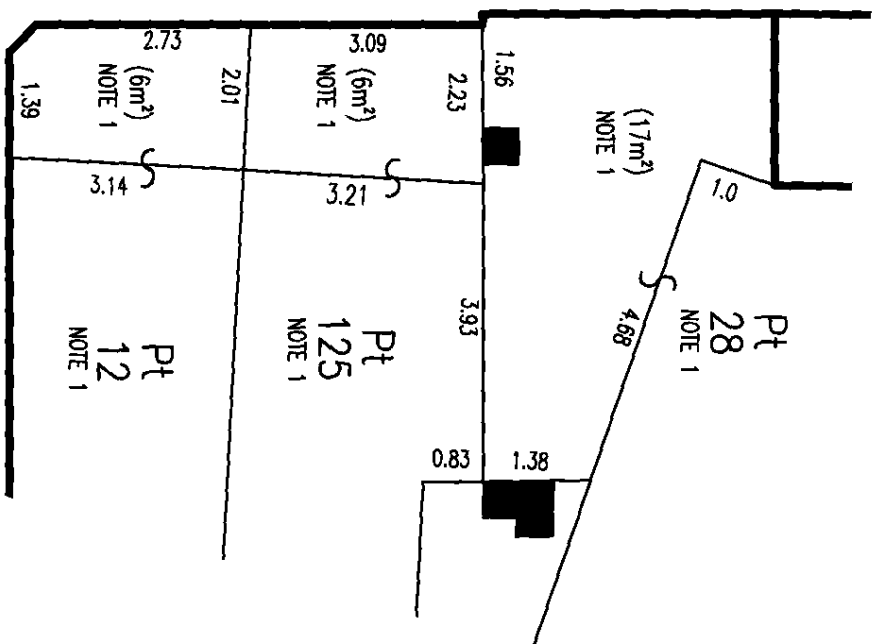


DIAGRAM 7

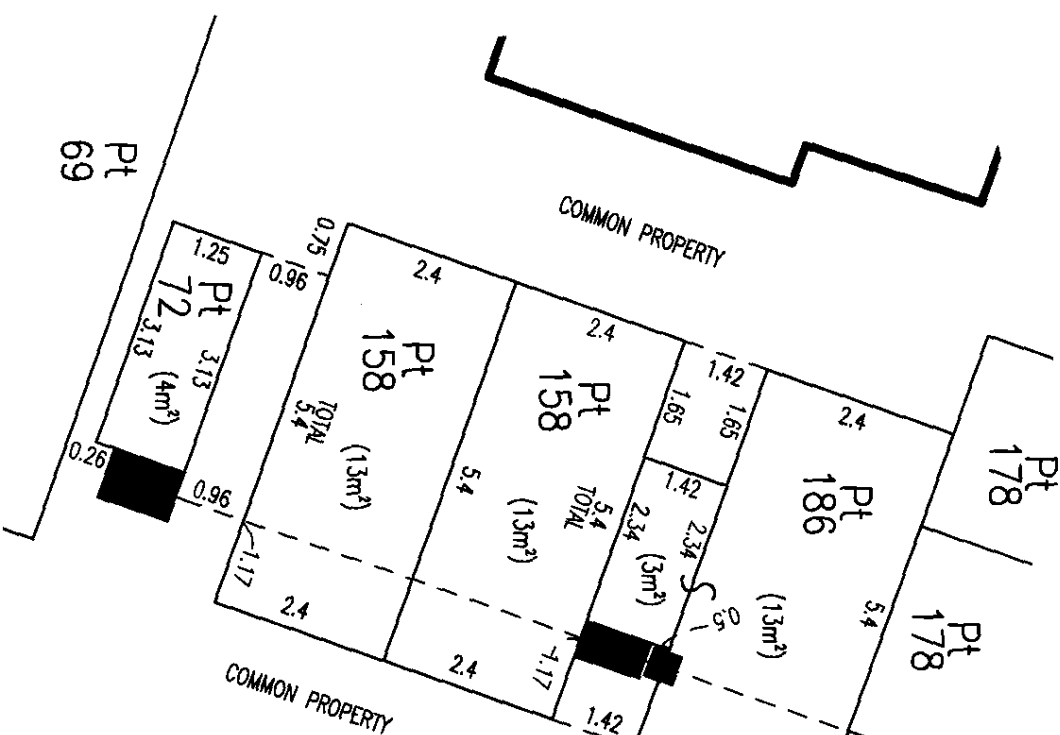


DIAGRAM 8

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN.

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

NOTE 1

THE STRATUM OF THE LOT IS LIMITED IN DEPTH TO THE UPPER CONCRETE SURFACE OF THE CARSPACE OF LOT 172.

Reduction Ratio 1 : 100

Lengths are in metres

Patrick Mahan
Registered Surveyor

~~Authorised Person/General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 010611 0000

STRATA PLAN FORM 2

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BASEMENT CARPARK

SP73908

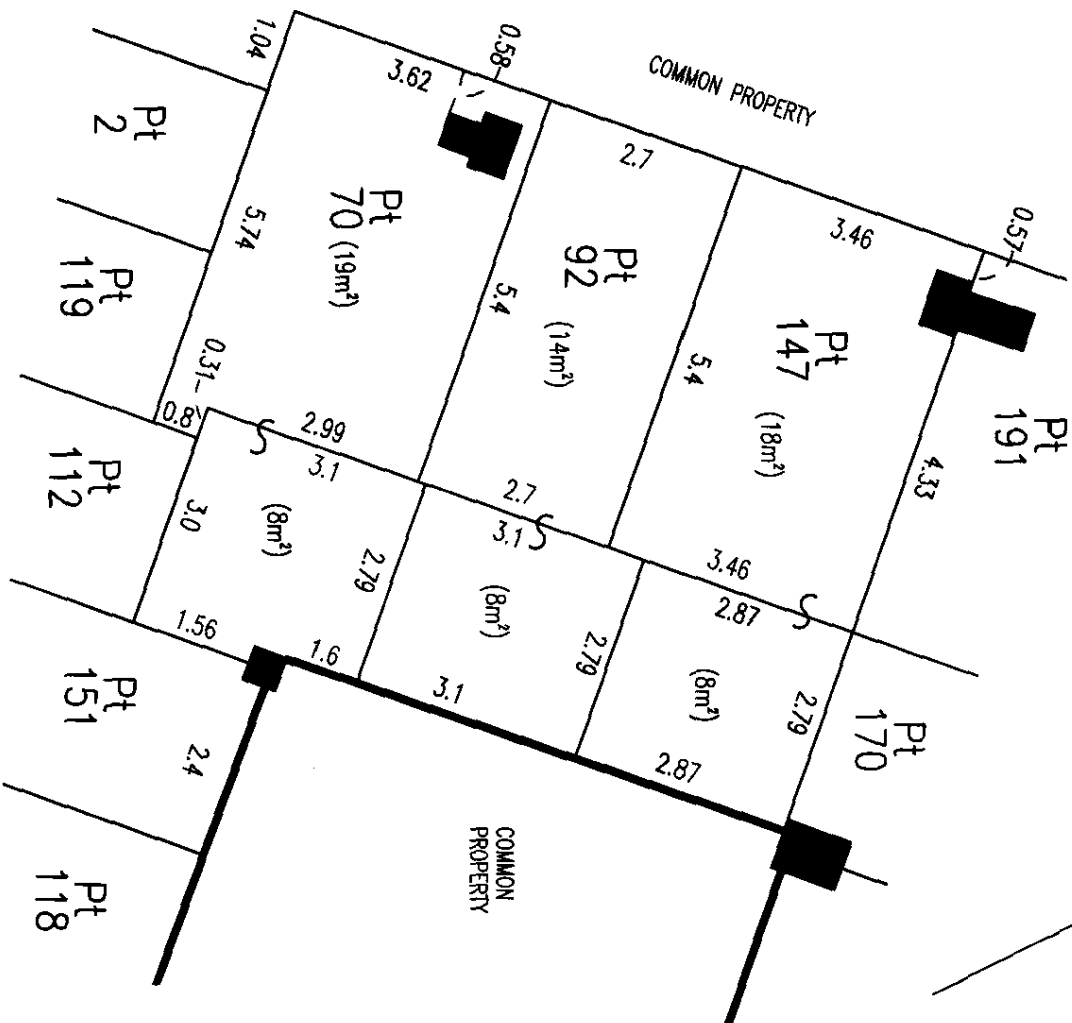


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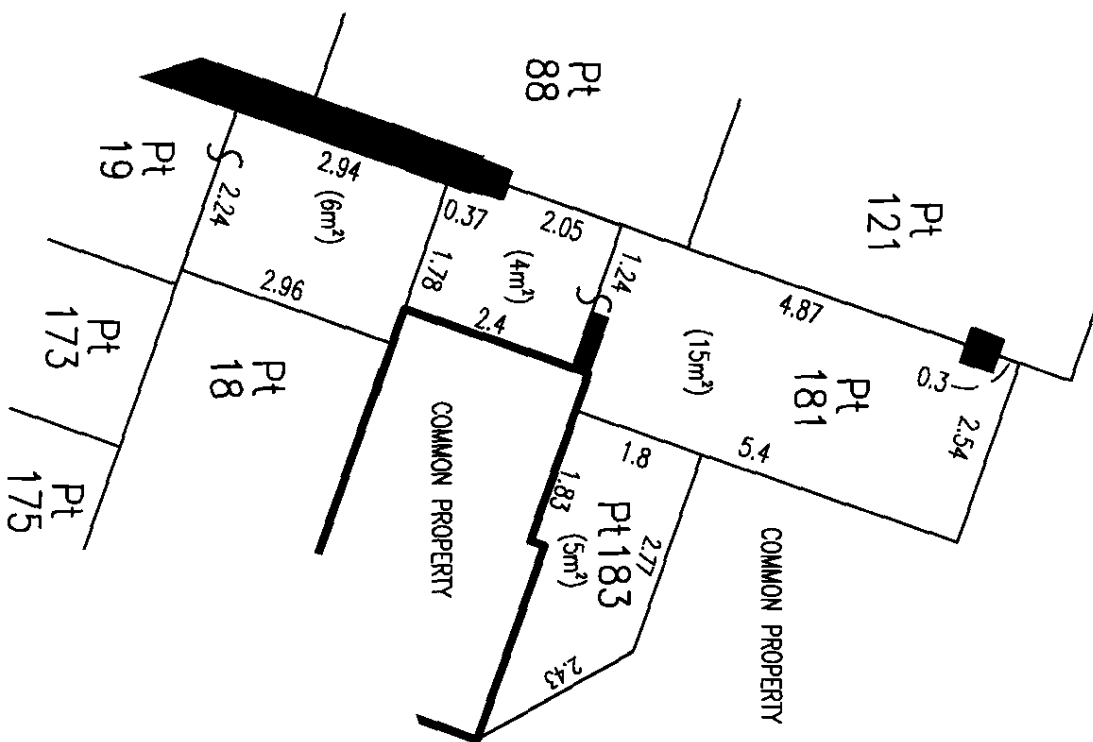


DIAGRAM 10

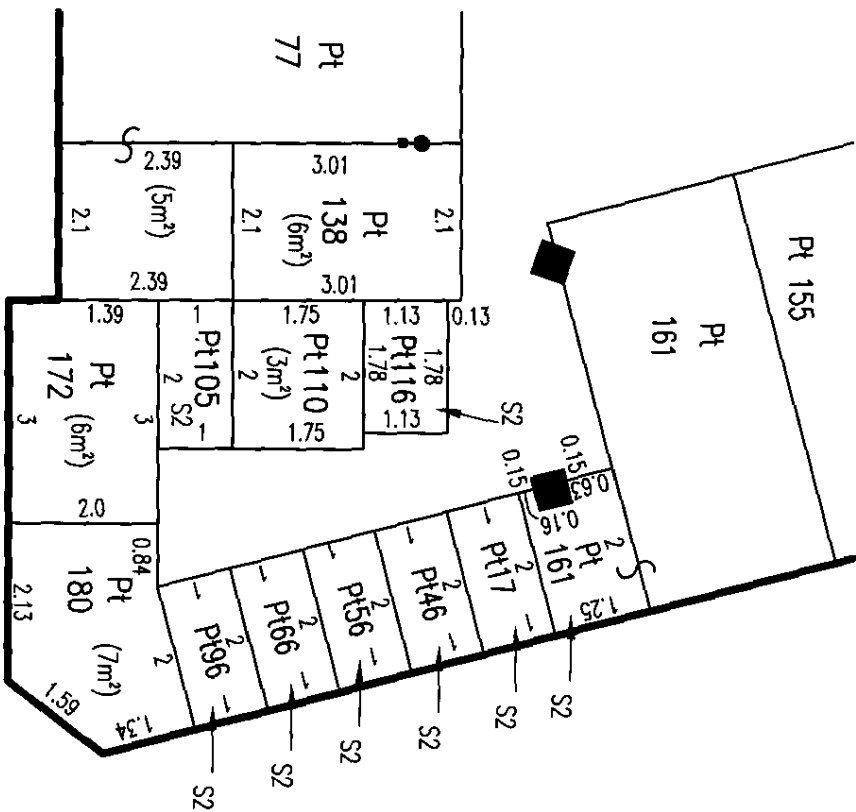


DIAGRAM 13

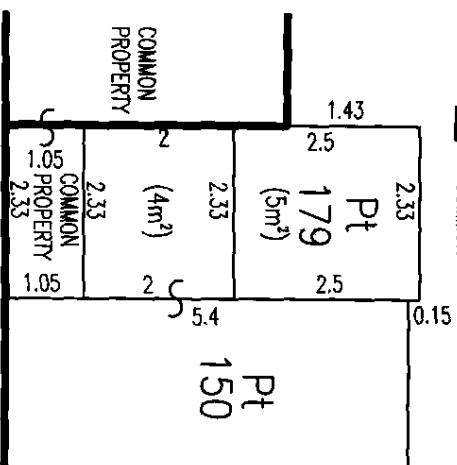


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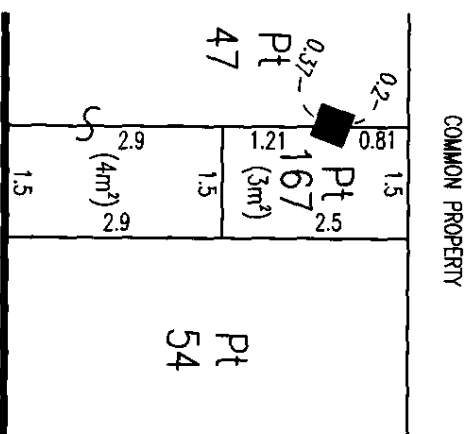


DIAGRAM 12

S2 DENOTES STORAGE AREA OF (2m²)

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN.

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

CARPSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

Reduction Ratio 1 : 100

Lengths are in metres

Deborah Wilson
Registered Surveyor

Michael Wilson
Authorised Person/Deputy Manager/ Accredited Certifier

SURVEYOR'S REFERENCE : 010611 DSP

LOWER GROUND

SP73908

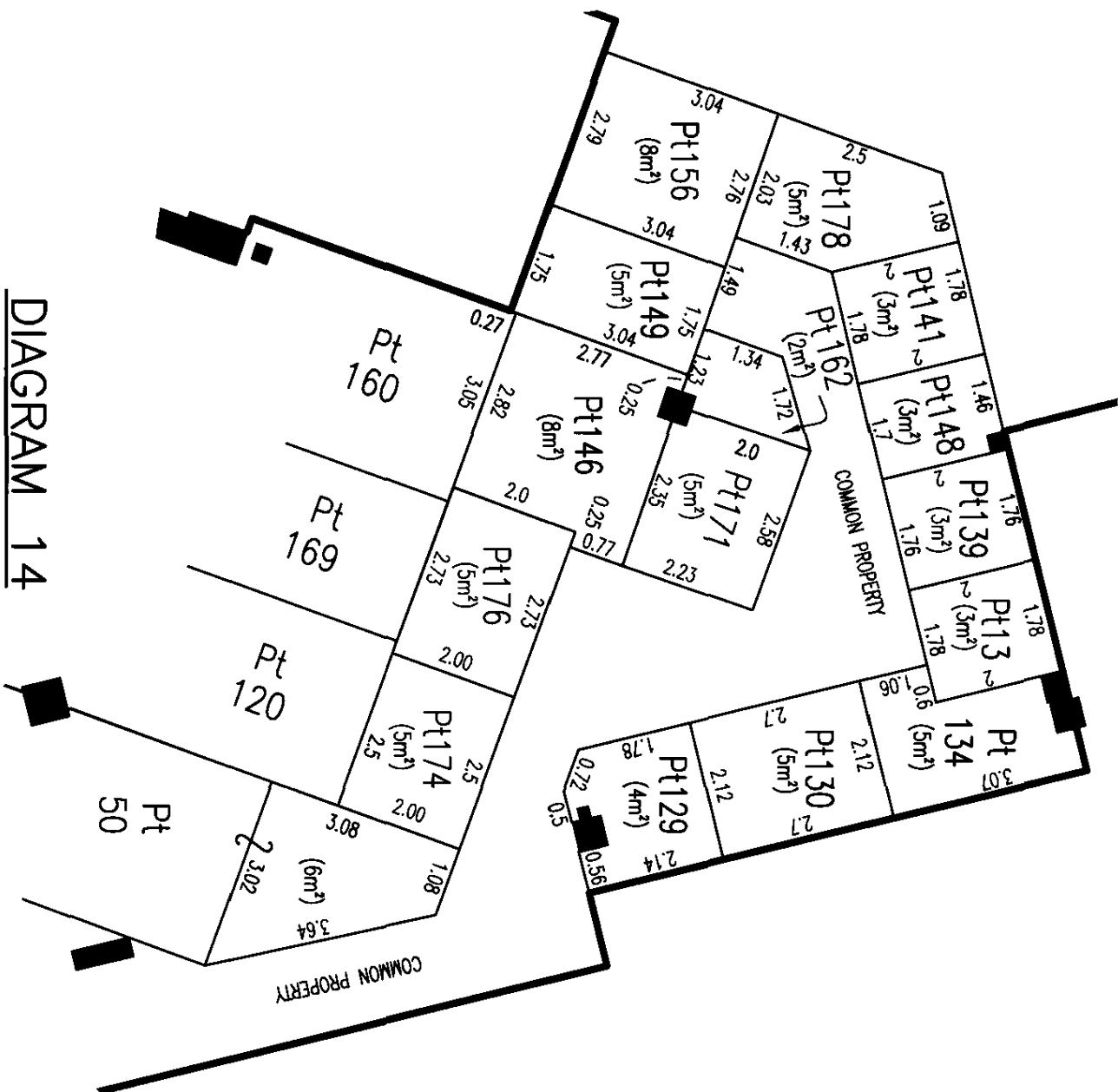


DIAGRAM 14

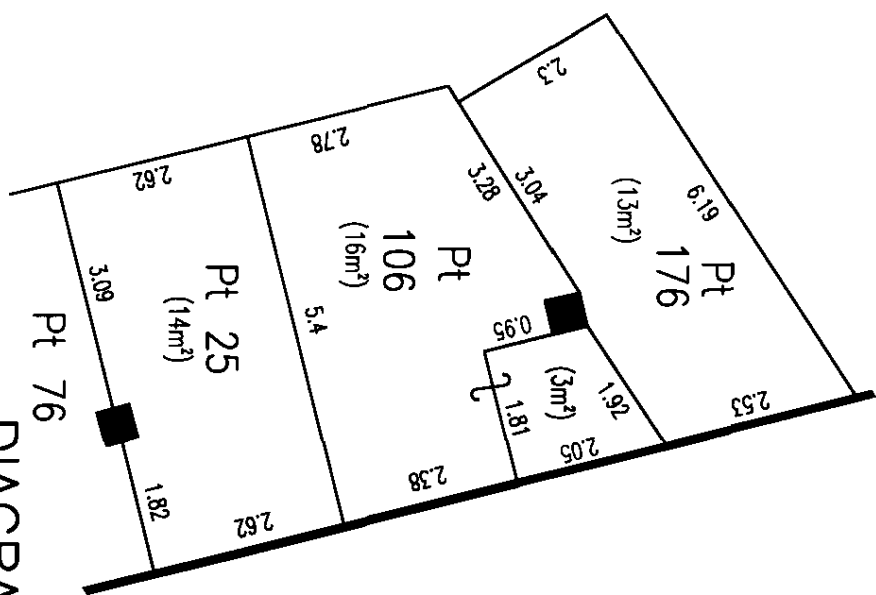


DIAGRAM 15

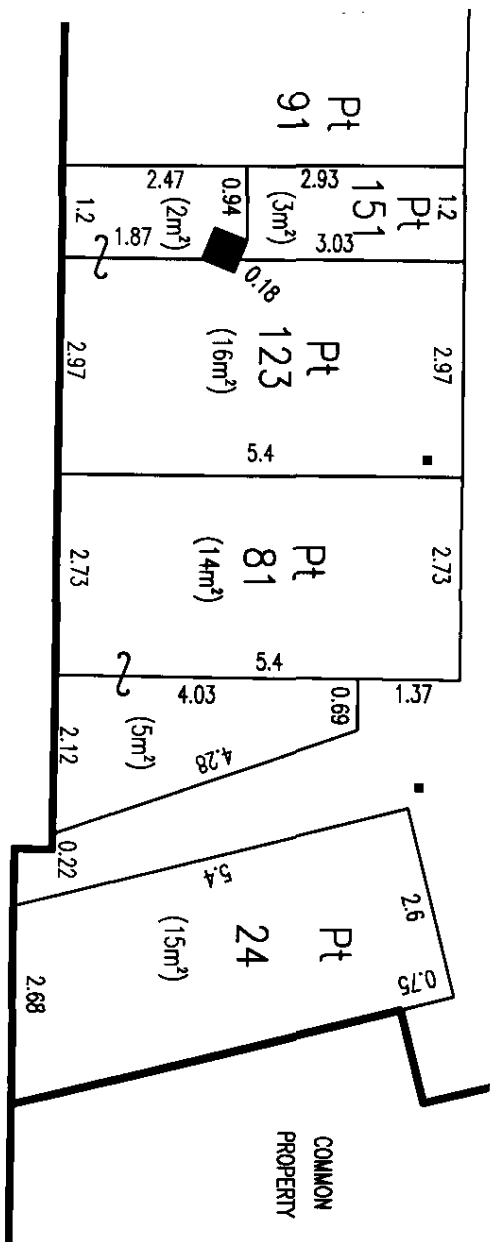


DIAGRAM 16

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

Reduction Ratio 1 : 100

Lengths are in metres

Barrick Watson
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Michael H.
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010611 DSP

LOWER GROUND

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AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

COLUMN DIMENSIONS WHERE SHOWN ARE FROM FACE OF CONCRETE COLUMN.

S2 - DENOTES STORAGE AREA (2m²)

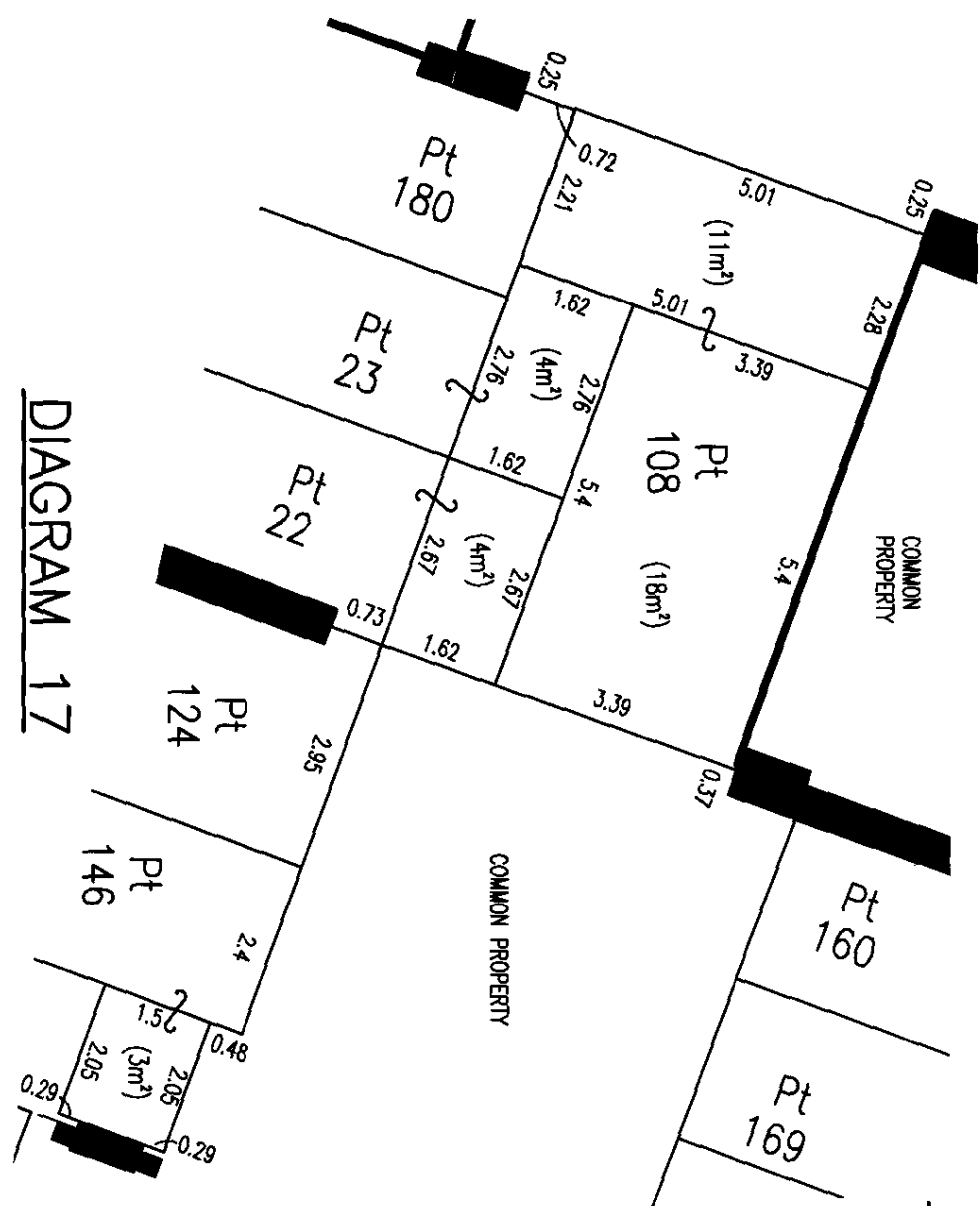


DIAGRAM 17

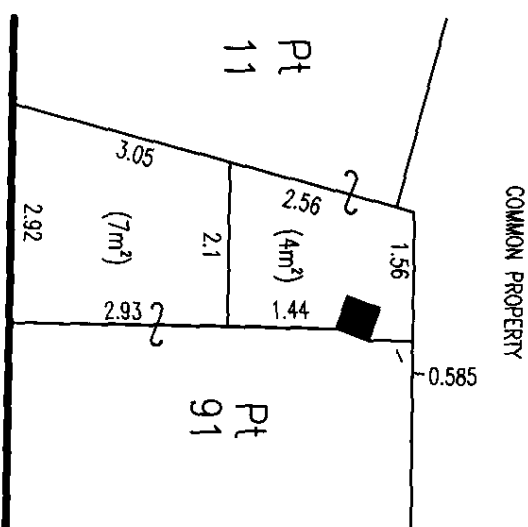


DIAGRAM 19

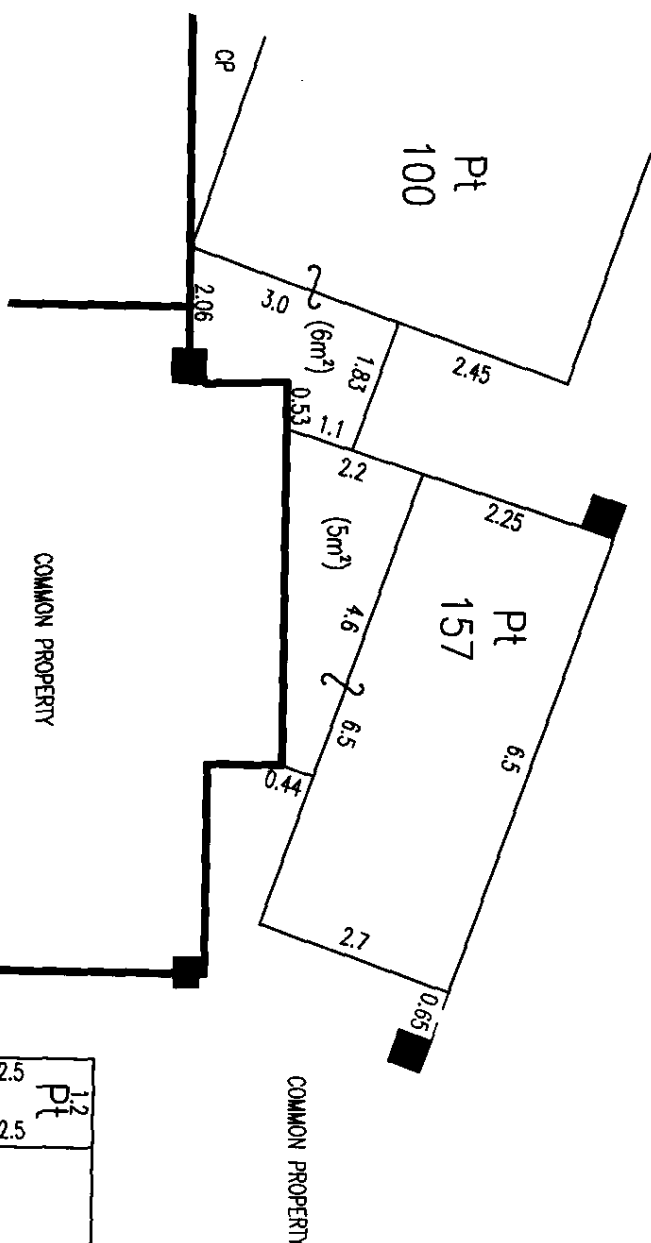
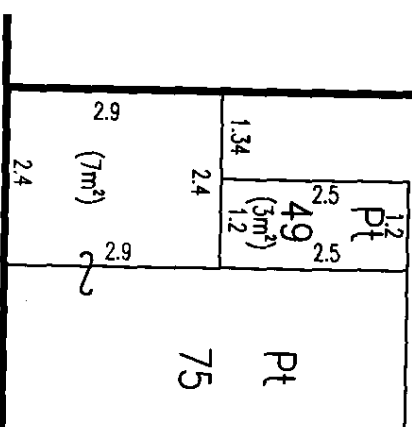


DIAGRAM 20



Reduction Ratio 1 : 100

Lengths are in metres

Adrian Warr
Registered Surveyor

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SURVEYOR'S REFERENCE : 010611 DSP

MALLESONS STEPHEN JAQUES

SP73908

Strata Management Statement for Oxford Square

Mallesons Stephen Jaques

Level 60

Governor Phillip Tower

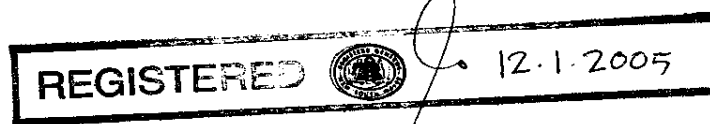
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Strata Management Statement for Oxford Square

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Schedule 6 - Proxy Form

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Signing page

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Strata Management Statement for Oxford Square

Part 1

Oxford Square and the strata management statement

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1 What is a strata management statement?

1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called “part building strata schemes”. The Strata Scheme at Oxford Square is a part building strata scheme.

1.2 Rights and obligations

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

1.3 Definitions

In this management statement, capitalised words are defined in clause 74 (“Definitions”).

2 About Oxford Square

2.1 What are the different components in Oxford Square?

Oxford Square has three distinct components. They are:

Component	Description	Member
Monument	A Strata Scheme initially comprising 191 Strata lots (being apartments and associated carparking).	Monument Owners Corporation
Retail Lot	A Stratum Lot used for retail purposes with associated carparking.	Retail Owner
Commercial Lot	A Stratum Lot used for commercial purposes.	Commercial Owner

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3 What is the management structure for Oxford Square?

3.1 Management of part building strata schemes

Under the Development Act, a building management committee manages a building containing a part building strata scheme (or schemes). The members of a building management committee are the owners corporations and owners of stratum lots (ie a lot in the building which has not been subdivided by a strata plan). In this management statement, the building management committee is called the Committee.

3.2 Management structure

The Committee is responsible for operating and managing Oxford Square on behalf of the Members. Each Member is a member of the Committee. Each Member appoints a Representative to attend and vote for them at Meetings. See clause 19 ("Appointing a Representative and Substitute Representative") for more information.

3.3 Who assists the Committee perform its functions?

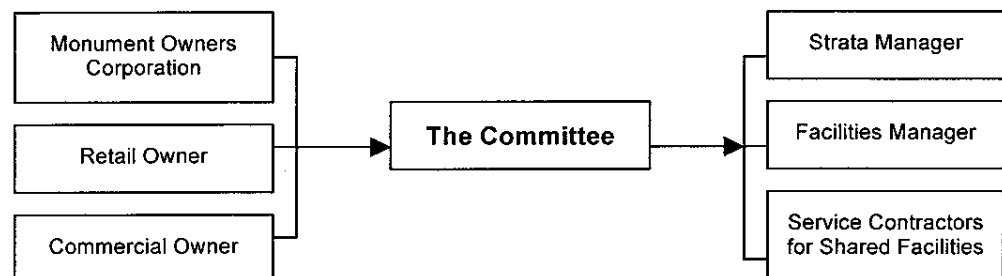
The Committee has the power to appoint various persons to assist it perform its functions. For example, the Committee may:

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

The powers of the Committee are explained in more detail in part 2 ("Rights and Obligations of the Committee") of this management statement.

3.4 Overview of management structure

The management structure for Oxford Square looks like this:



These parties are Members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings

The Committee may appoint a Strata Manager, a Facilities Manager and other parties to assist in the operation and management of Oxford Square.

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4 How does this management statement work?

4.1 How is this management statement set out?

There are nine parts in this management statement:

Part 1 Oxford Square and the strata management statement	Part 1 explains the management structure of Oxford Square and who must comply with this management statement.
Part 2 Rights and obligations of the Committee	Part 2 explains the rights and obligations of the Committee. It contains operational information and information about appointing a Strata Manager, Facilities Manager and Service Contractors to assist the Committee.
Part 3 Rights and obligations of Members, Owners and Occupiers	Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance and access rights.
Part 4 Meeting procedures and resolutions	Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorums and the types of resolutions.
Part 5 Financial management	Part 5 explains the procedures for preparing budgets, financial statements and levying processes for contributions to meet costs under this management statement.
Part 6 Shared Facilities	Part 6 explains how Shared Facilities work and are paid for by the Members. It contains important information about the operation of and obligations for Shared Facilities.
Part 7 Miscellaneous	Part 7 explains the procedures for resolving Disputes and how to serve notices.
Part 8 Works and further subdivisions	Part 8 explains the procedures to be followed if a Member proposes to carry out any Works, or further subdivisions of their Lots.
Part 9 Dictionary	Part 9 contains a dictionary and explains how to interpret this management statement.

4.2 What is the effect of this management statement?

This management statement has effect as an agreement under seal.

4.3 How to amend this management statement

The Committee may amend, modify, add to or repeal all of parts of this management statement only by Unanimous Resolution.

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4.4 Compliance

Persons who must comply with this management statement are Owners Corporations, Owners and Occupiers of Lots.

4.5 Obligations for Occupiers

If you are an Owner, you must include in any lease or other agreement for the use and occupation of your Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

4.6 Obligations for others

You must not do anything to prevent another person from complying with this management statement or allow another person to do anything which you cannot do under this management statement.

4.7 Obligations for visitors

You must:

- (a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and
- (b) make your visitors leave Oxford Square if they do not refrain from breaching this management statement.

4.8 By-laws for Strata Schemes

The by-laws for Strata Schemes may contain obligations with which Owners and Occupiers of Strata Lots must comply (in addition to their obligations under this management statement).

Strata Management Statement for Oxford Square

Part 2

Rights and obligations of the Committee

5 The Committee

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5.1 Establishing the Committee

The Members must establish the Committee within one month after this management statement is registered and always have a Committee.

5.2 Members of the Committee

The Members of the Committee are:

- (a) the Monument Owners Corporation; and
- (b) the Retail Owner; and
- (c) the Commercial Owner.

5.3 New Members

New Members of the Committee are created when a Stratum Lot is subdivided by a Subdivision Plan. The new Members:

- (a) for a Stratum Lot created by a Subdivision Plan is the owner of the new Stratum Lot; and
- (b) for a Strata Scheme created by a Strata Plan is the owners corporation for the Strata Scheme.

6 Functions and powers of the Committee

6.1 What are the functions?

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

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements;
- (b) make decisions about the matters in this management statement; and
- (c) convene and hold Meetings and Emergency Meetings; and

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- (d) determine Administrative Fund contributions and the Sinking Fund contributions to meet the costs for performing the functions and complying with the obligations of the Committee; and
- (e) operate, maintain , renew and replace Shared Facilities; and
- (f) deal with and make decisions about Shared Facilities; and
- (g) appoint and contract with Service Contractors to provide operational, maintenance, renewal and replacement services to Shared Facilities; and
- (h) effect insurances according to the Management Act and this management statement; and
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this management statement; and
- (j) monitor the performance of the Strata Manager; and
- (k) monitor the performance of the Facilities Manager; and
- (l) monitor the performance of Service Contractors; and
- (m) accept, process and make decisions about applications according to part 8 ("Works and further subdivisions") of this management statement; and
- (n) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

6.2 How to make decisions

The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting and by Resolution or Unanimous Resolution.

6.3 Power to contract and make appointments

Subject to this clause 6, the Committee has the power to:

- (a) enter into and terminate contracts or other arrangements with Service Contractors to assist the Committee perform its functions and comply with its obligations;
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations; and

6.4 Agents

The Committee may appoint persons (eg a Member or the Strata Manager) to act as its agent to enter into contracts or other arrangements on its behalf and on behalf of each Member.

6.5 Making Rules

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

6.6 Consistency of Rules

Rules must be consistent with this management statement. If a Rule is inconsistent with this management statement, the management statement prevails to the extent of the inconsistency.

6.7 Effect of Rules

A Rule made by the Committee applies as though it is set out in full in this management statement.

7 Officers of the Committee

7.1 What Officers must the Committee appoint?

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

7.2 Eligibility for election

An Officer must be a Representative, a Substitute Representative or the Strata Manager.

7.3 Appointment to more than one position

The Committee may appoint a Representative, Substitute Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

7.4 Procedure for appointing Officers

The Committee must appoint its Officers within one month after this management statement is registered.

7.5 Replacement Officers

The Committee:

- (a) may appoint replacement Officers at any time; and
- (b) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

7.6 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

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

8 Functions of Officers

8.1 Exercising functions

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

8.2 The Secretary

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

- (a) convene Meetings and Emergency Meetings; and
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings; and
- (c) serve notices for the Committee; and
- (d) answer communications sent to the Committee; and
- (e) perform administrative and secretarial functions for the Committee; and
- (f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and
- (g) make the books and records of the Committee available for inspection according to clause 28 ("Inspecting the books and records of the Committee").

8.3 The Treasurer

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

- (a) prepare Budgets for the Administrative Fund and Sinking Fund; and
- (b) prepare Outstanding Levy Certificates; and
- (c) prepare (or arrange for the preparation of) financial statements; and

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- (d) prepare (or arrange for the preparation of) audit reports; and
- (e) send notices of Administrative Fund and Sinking Fund contributions to Members; and
- (f) collect contributions from Members; and
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee; and
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

8.4 The Chairperson

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

9 Appointing a Strata Manager

9.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.

9.2 Qualifications of the Strata Manager

The Strata Manager must have the licences required by law to be a strata managing agent.

9.3 Delegation of functions

Subject to this clause 9, the Committee may delegate to the Strata Manager some of the functions of the Committee and the Officers.

9.4 What functions may not be delegated?

The Committee must not delegate these functions to the Strata Manager:

- (a) the function to delegate functions of the Committee or the Officers; or
- (b) functions which the Committee may exercise only by Unanimous Resolution; or
- (c) the function to determine Administrative Fund and Sinking Fund contributions; or
- (d) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee.

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9.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 6.4 ("Agents")) and the Strata Manager; and
- (b) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager; and
- (c) allow the Strata Manager to terminate the agreement if the Strata Manager is not appointed by the Owners Corporations, if any, as their strata managing agent; and
- (d) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

9.6 Term of the appointment

The term of the initial agreement under this clause 9 must not exceed two years (or such lesser term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably).

9.7 Remuneration

The remuneration of the Strata Manager for the first year of the initial agreement under this clause 9 must not exceed \$15,000.00. The remuneration of the Strata Manager for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

9.8 Duties

The duties of the Strata Manager under the agreement may include performing the functions of the Officers and doing anything else that the Committee agrees is necessary for the operation and management of Oxford Square.

10 Appointing a Facilities Manager

10.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Facilities Manager to provide operational and management services for Oxford Square and, in particular, Shared Facilities.

10.2 Services to Committee and Members

The Facilities Manager may provide:

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- (a) services to the Committee which Members must pay for according to schedule 2 ("Division of costs for Shared Facilities"); and
- (b) services for individual Members (at the request of the Member) which must be paid for or reimbursed to the Facilities Manager by those Members.

10.3 Form of agreement

Subject to the law, an agreement between the Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 6.4 ("Agents")) and the Facilities Manager; and
- (b) allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by one or more Owners Corporations as their building manager; and
- (c) contain provisions about the rights of the Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

10.4 Term of the appointment

The term of the initial agreement under this clause 10 must not exceed two years (or such lesser maximum term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably) but, in any event, should not exceed the maximum period permitted by law.

10.5 Remuneration

The remuneration of the Facilities Manager may be the amount determined by the Committee (acting reasonably).

10.6 Duties

The duties of the Facilities Manager under an agreement may include:

- (a) managing the operation, maintenance, repair and replacement of Shared Facilities; and
- (b) supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee and, in particular, contracts for garbage and waste removal, security and fire services; and
- (c) doing anything else which the Committee considers is necessary for the operation and management of Shared Facilities and Oxford Square.

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10.7 Member Services

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

11 Insurance requirements

11.1 Statutory insurance

The Committee must effect building insurance for Oxford Square in accordance with the Management Act.

11.2 Required insurances

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

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty; and
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 87 of the Management Act for a public liability policy effected by an Owners Corporation; and
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

11.3 Optional insurances

The Committee may effect other types of insurance including office bearers liability insurance for its Officers.

11.4 Valuations

The Committee must have Oxford Square valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years experience and experience in valuing for insurance purposes buildings like Oxford Square.

11.5 When to carry out the first valuation

The Committee must have the first valuation carried out within six months after this management statement is registered.

11.6 Amount of building insurance

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

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11.7 Proceeds of building insurance claims

The Committee must:

- (a) apply any payments it receives under the building policy for Oxford Square to rebuild or reinstate the damaged parts of Oxford Square; and
- (b) rebuild or reinstate the damaged parts of Oxford Square within a reasonable time.

See clause 24.5 ("Proceeds of building insurance claims") regarding the obligations of Members if they receive a payment under the building policy for Oxford Square.

11.8 Regular review of insurances

Each year the Committee must:

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

The Secretary must include a motion on the agenda for a Meeting to determine the matters in this clause 11.8

11.9 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or Oxford Square.

11.10 Insurance records

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause 11; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

12 Keeping books and records

12.1 Obligations of the Committee

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of Oxford Square and Shared Facilities according to this clause.

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12.2 Which books and records must the Committee keep?

Books and records which the Committee must keep include:

- (a) an up-to-date copy of this management statement; and
- (b) its agreements with the Strata Manager, Facilities Manager and Service Contractors; and
- (c) an up-to-date roll containing names, addresses and other contact details for each Member and their Representatives and Substitute Representatives; and
- (d) Appointment Forms and Membership Forms; and
- (e) notices and minutes of Meetings and Emergency Meetings; and
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings; and
- (g) financial statements; and
- (h) copies of Outstanding Levy Certificates; and
- (i) audit reports; and
- (j) Budgets; and
- (k) notices served on the Committee; and
- (l) correspondence sent to and by the Committee; and
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and
- (n) drawings and plans submitted and approved by the Committee under Part 8 ("Works and further subdivisions") of this management statement; and
- (o) all other records relating to the administration and operation by the Committee of Oxford Square.

12.3 How long are books and records kept?

The Committee must keep copies of its books and records for at least seven years from the date of the book or record.

13 Inspecting the books and records of the Committee

13.1 Who is entitled to inspect the books and records?

You may inspect the books and records of the Committee if you are a Member or an Owner (or a person authorised in writing by them).

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13.2 What is the procedure?

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an owners corporation).

13.3 Time for the inspection

The Secretary must allow an applicant to inspect its books and records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

13.4 Taking copies of records

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Committee agrees.

14 Power of the Committee to gain access to Shared Facilities, Lots and Common Property

14.1 General requirement

When the Committee exercises its rights to access parts of Oxford Square, it must not interfere unreasonably with your lawful use of that area.

14.2 What are the powers of the Committee?

Subject to this clause 14, the Committee has the power to gain access to Common Property or a Lot in order to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities (eg the integrated fire system for Oxford Square or Fire Safety Devices); and
- (b) exercise its rights and comply with its obligations under this management statement.

14.3 Access requirements

To enable the Committee to exercise its powers under this clause 14 and subject to clause 14.4 ("Notice requirements"), you must:

- (a) give the Committee access to your Common Property; and
- (b) give the Committee access to your Lot

by the most direct route or by the route nominated by the Committee (acting reasonably).

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14.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of Oxford Square. However, in an emergency the Committee is not required to give you notice if it is not practicable to do so.

14.5 Paying costs

The Committee must pay the costs it incurs when it gains access to parts of Oxford Square under this clause 14.

14.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 14, the Committee must promptly rectify any damage it causes to Oxford Square or compensate any Member for damage it causes to their part of Oxford Square and leave the affected areas of Oxford Square clean and tidy.

14.7 Interpreting this clause

In this clause 14, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

15 Rights of the Committee to do work in an emergency

15.1 What power does the Committee have?

In an emergency, the Committee may do anything in Oxford Square which you should have done under this management statement but which, in the opinion of the Committee acting reasonably, you have not done or have not done properly. If practicable, the Committee must give you notice before it exercises its rights under this clause.

15.2 Entering parts of Oxford Square

To exercise its rights under this clause, the Committee may enter the affected part of Oxford Square and stay there for as long as necessary and do what is required to remedy the emergency.

15.3 Costs

If the Committee carries out work under this clause 15, you must pay its reasonable costs for carrying out the work you should have carried out under this management statement. The Committee must give you the information you reasonably require about the costs it has incurred.

15.4 No Interference

When the Committee exercises its right under this clause 15, it must not interfere unreasonably with your lawful use of Oxford Square.

15.5 Liability for Damages

The Committee is not liable for damage arising out of exercising rights under this clause 15 (except for damage it causes maliciously or negligently).

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15.6 Interpreting this clause

In this clause 15, references to the Committee include persons authorised by the Committee and Service Contractors appointment by the Committee.

16 Power of the Committee to act on behalf of the Members

16.1 Acting as agent

Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:

- (a) the failure of a Member to pay Administrative Fund or Sinking Fund contributions; and
- (b) the failure of a Member to comply with its obligations under this management statement and Owner or Occupier.

16.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by Resolution or Unanimous Resolution.

16.3 Legal proceedings by a Member

This clause 16 does not prevent a Member from taking legal proceedings in its own name.

17 Consents by the Committee

17.1 How may consent be given?

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

17.2 Conditional consent

The Committee may make conditions if it grants consent under this management statement.

17.3 Revoking consent

The Committee may revoke its consent if the Member, Owner or Occupier to whom the consent was given does not comply with any conditions made by the Committee when it granted the consent.

17.4 Application of part 8

This clause 17 is subject to any specific provisions regarding the consent of the Committee to an application for Works or further subdivisions as set out in part 8 ("Works and further subdivisions").

Strata Management Statement for Oxford Square

Part 3

Rights and obligations of Members, Owners and Occupiers

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18 What are the rights and obligations of Members?

18.1 General obligations

In addition to your obligations elsewhere in this management statement, if you are a Member you must:

- (a) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and
- (b) ensure, as far as is reasonable, that Oxford Square is efficiently managed to a standard appropriate to its permitted uses; and
- (c) promptly pay your Administrative Fund contributions and Sinking Fund contributions and other amounts you owe the Committee under this management statement; and
- (d) effect and maintain the insurances required by the Management Act and this management statement; and
- (e) ensure the Committee is properly constituted; and
- (f) comply with decisions of the Committee; and
- (g) comply with Easements and not do anything to interfere with a grantee or grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (h) comply with Rules.

18.2 Voting rights

If you are a Member, you have the right to vote at Meetings and Emergency Meetings according to part 4 ("Meeting procedures and resolutions").

18.3 Shared Facilities

You must not interfere with Shared Facilities other than according to this management statement.

18.4 Waine Street Loading Dock

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If you are an Owner or Occupier of the Retail Lot, you must only use the Waine Street Loading Dock during the hours of 6:00 am and 8:00 pm seven days a week.

18.5 Maintenance requirements

Except for Shared Facilities and subject to this management statement, if you are a Member you must, at your cost:

- (a) maintain and keep in good repair the part of Oxford Square which you own; and
- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of Oxford Square which you own; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the applicable Australian standard, or if there is no applicable Australian standard, to a reasonable standard.

18.6 Nature of obligations

You must act in good faith in your dealings with Members, Owners and Occupiers under this management statement and the Easements.

18.7 Damage

If you are a Member, you are liable for damage or loss you cause to each other Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss. In this clause 18.7, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

18.8 Upgrading and redevelopment

The Members acknowledge that, throughout the life of Oxford Square, upgrading and redevelopment works may take place. The Members agree to act reasonably and not unreasonably withhold their consent if a proposal is made to upgrade or redevelop parts of Oxford Square or any part or parts of it.

18.9 Structural adequacy

Members, Owners and Occupiers:

- (a) must maintain the structural adequacy of their part of Oxford Square (unless the Committee is required to do so); and
- (b) must not do anything to affect the structural adequacy of Oxford Square (or any part of it).

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19 Appointing a Representative and a Substitute Representative

19.1 Appointment of Representatives

If you are a Member, you must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings.

19.2 Appointment of Substitute Representatives

If you are a Member, you may appoint a Substitute Representative to represent you at Meetings and Emergency Meetings if your Representative cannot attend.

19.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

19.4 Appointing a new Representative or Substitute Representative

If you are a Member, you may appoint a new Representative or Substitute Representative at any time.

19.5 Appointment Form

You must complete and serve on the Committee and Appointment Form if:

- (a) you appoint a Representative or a new Representative; or
- (b) you appoint a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for your Representative or Substitute Representative change.

19.6 When does an appointment become effective?

Your appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from you.

19.7 Proxies

You may authorise your Representative or Substitute Representative to appoint a proxy to represent and vote for you at Meetings and Emergency Meetings. In your Appointment Form, you must advise the Committee whether your Representative or Substitute Representative may appoint a proxy.

19.8 Acts by Representatives and Substitute Representatives

Anything done for you by your Representative or Substitute Representative has the same effect as if you did it.

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20 What are the obligations of Owners and Occupiers?

In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you must:

- (a) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and
- (b) comply with decisions of the Committee; and
- (c) comply with Easements; and
- (d) comply with Rules.

21 Additional obligations for the Owners Corporation

21.1 Notices of Meetings

Each Member which is an Owners Corporation must give other Members notices of its general meetings and meetings of its executive committee as if business of the meeting involves this management statement or the other Members. The Member must give the notice at least 72 hours before the meeting is scheduled to commence.

21.2 Attendance at Meetings

Each Member which is an Owners Corporation must allow the Representatives or Substitute Representatives of each other Member to:

- (a) attend its general meetings and meetings of its executive committee if the business of the meeting involves this management statement or the other Members; and
- (b) address general meeting and meeting of its executive committee in regard to matters affecting this management statement or other Members.

21.3 By-laws

A Member which is an Owners Corporation must not make by-laws that are inconsistent with this management statement. If there is an inconsistency between the by-laws and this management statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with this management statement.

21.4 Appointing Representatives and Substitute Representatives

If you are an Owners Corporation, you must appoint your Representatives and Substitute Representatives only by special resolution according to the Development Act.

22 Rights of access

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22.1 General requirement

When a Member, Owner and Occupier exercises their rights to access parts of Oxford Square, they must not interfere unreasonably with your lawful use of that area.

22.2 Access in an emergency

In an emergency you must give Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of Oxford Square necessary to exit Oxford Square.

22.3 Access to Shared Facilities by the Committee

Subject to the Easement and part 6 ("Shared Facilities"), you must give the Committee and other Members, Owners and Occupiers access to operate, test use, maintain, repair and replace Shared Facilities located in your part of Oxford Square by the most direct route nominated by the Committee (acting reasonably).

22.4 Notice requirements

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers must give you reasonable notice before they require access to your part of Oxford Square.

22.5 When is access available?

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers may gain access under this clause to your part of Oxford Square only during the hours determined by this management statement or reasonably agreed to by you.

22.6 Paying costs

Subject to this management statement, the Committee or a Member must pay all of their costs associated with them gaining access to parts of Oxford Square under this clause.

22.7 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of Oxford Square clean and tidy when you exercise your rights and comply with your obligations under this clause.

23 Retail Owner's and Commercial Owner's rights to maintain certain Shared Facilities

23.1 Overview

Several Shared Facilities are for the sole use of the Retail Owner or Commercial Owner (or both). This clause 23 enables the Retail Owner and

Commercial Owner to rectify faults and defects in the Shared Facilities which identify the Retail Owner or Commercial Owner (or both) as the sole users in the "Used by" column of schedule 1 ("List of Shared Facilities").

23.2 Rights of the Retail Owner

Subject to this clause 23, the Retail Owner may at its cost:

- (a) operate, maintain, repair and, where necessary, replace the grease traps, kitchen exhaust riser and retail fire fan control being Shared Facilities which identify the Retail Owner as the sole user in the "Used by" column of schedule 1 ("List of Shared Facilities"); and
- (b) gain access to those Shared Facilities by the most direct route through Strata Schemes and Stratum Lots.

23.3 Rights of the Commercial Owner

Subject to this clause 23, the Commercial Owner may at its cost:

- (a) operate, maintain, repair and, where necessary, replace the smoke exhaust system being a Shared Facility which identifies the Commercial Owner as the sole user in the "Used by" column of schedule 1 ("List of Shared Facilities"); and
- (b) gain access to those Shared Facilities by the most direct route through Strata Schemes and Stratum Lots.

23.4 Rights of the Retail Owner and Commercial Owner

Subject to this clause 23, the Retail Owner and Commercial Owner may at their cost operate, maintain, repair and, where necessary, replace those Shared Facilities which identify the Retail Owner and Commercial Owner as the sole users in the "Used by" column of schedule 1 ("List of Shared Facilities").

23.5 Rectifying damage

The Retail Owner and Commercial Owner must promptly rectify any damage it causes to Oxford Square when they exercise their rights under this clause 23. If the Retail Owner and Commercial Owner fail to comply with this clause, the Committee may rectify the such damage and recover the reasonable costs of rectification from the Retail Owner or Commercial (as the case may be), which costs must be paid within 30 days of the Committee providing the Retail Owner or Commercial Owner (or both) with an invoice for those costs and the information the Retail Owner or Commercial Owner reasonably requires to assess those costs.

24 Obligations for insurance

24.1 Public liability insurance

If you are a Member, you must effect public liability insurance with the same insurer appointed by the Committee for its public liability policy (unless the Committee agrees otherwise).

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24.2 Machinery breakdown and contents

If you are a Member, you must (unless the Committee agrees otherwise) effect with the insurer appointed by the Committee for its building policy:

- (a) machinery breakdown insurance for plant and equipment in your part of Oxford Square that is not a Shared Facility and is not covered under warranty; and
- (b) for an Owners Corporation, contents insurance for its Common Property.

24.3 Actions that may increase premiums

You must have consent from the Committee to do anything which might void or prejudice insurances effected by the Committee; or increase an insurance premium payable or paid by the Committee.

24.4 Paying for additional premiums

If you do anything to increase an insurance premium paid by the Committee, you must pay the Committee the amount by which the premium is increased. If you are a Member, the Committee may add the amount to your Administrative Fund contribution.

24.5 Proceeds of building insurance claims

If you are a Member, you must:

- (a) apply any payments you receive under a building policy effected by the Committee under clause 11.1 ("Statutory insurance") to rebuild or reinstate the damaged areas of your part of Oxford Square; and
- (b) rebuild or reinstate your part of Oxford Square within a reasonable time.

25 Signage

25.1 Signage Guidelines

The Signage Guidelines set out the types of Signs which are permitted in Oxford Square.

25.2 Complying with the Signage Guidelines

Members, Owners and Occupiers must comply with the Signage Guidelines.

25.3 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers:

- (a) may install Signs in Oxford Square which are permitted under the Signage Guidelines; and

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- (b) must obtain consent from the Committee and all relevant Government Agencies to install any Sign not permitted under the Signage Guidelines and to alter or remove a Sign; and
- (c) if the Sign is to be installed in Common Property and is not permitted under the Signage Guidelines, must obtain consent from the relevant Owners Corporation.

25.4 Maintaining Signs

You must maintain, repair and, where necessary replace, any Sign in Oxford Square which services your Lot (whether or not you installed the Sign).

25.5 Removing Signs

You may remove a Sign which services your Lot at any time. These requirements apply:

- (a) you must promptly rectify any damage you cause when removing the Sign; and
- (b) you must re-instate the part of Oxford Square to which the Sign was attached to a good and serviceable condition (subject to fair wear and tear).

Your rights under the Signage Guidelines are not affected if you remove a Sign.

26 Shopfronts

26.1 Shopfront Guidelines

The Shopfront Guidelines regulate the type of alterations, treatments, coverings and items which may be installed in the glass shopfront of a Lot.

26.2 Complying with the Shopfront Guidelines

Owners and Occupiers of the Retail Lot and Commercial Lot must comply with the Shopfront Guidelines.

26.3 Obligations of Owners and Occupiers of the Retail Lot and Commercial Lot

Owners and Occupiers of the Retail Lot and Commercial Lot must obtain consent from the Committee and all relevant Government Agencies to carry out any alteration, addition or change to the glass shopfront of their Lot which is not permitted under the Shopfront Guidelines.

26.4 Maintaining Shopfronts

You must maintain the Shopfront of your Lot or premises.

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27 Changes to the parties to Service Contracts

27.1 When does this clause apply?

This clause applies if a Member transfers the freehold interest in their Stratum Lot or subdivides their Stratum Lot by Subdivision Plan.

27.2 Obligations of Members

If you:

- (a) transfer your Stratum Lot, you must procure the new Member to become a party to all Service Contracts from the date of the transfer; or
- (b) subdivide your Stratum Lot (or part of it) to create two or more new Stratum Lots, you must procure the Owners of the new Stratum Lots to become parties to all Service Contracts from the date of registration of the Subdivision Plan; or
- (c) subdivide your Stratum Lot (or part of it) by a Strata Plan, you must procure the Owners Corporation created by the subdivision to become a party to all Service Contracts within 28 days after registration of the Strata Plan.

27.3 Effect of Complying with this clause

If you comply with your obligations under clause 27.2 ("Obligations of Members"), the Members release you from your obligations under a Service Contract from date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

27.4 Failure to comply with this clause

If the Member fails to comply with clause 27.2 ("Obligations of Members"), it is liable for any liability, loss, claim, or damages sustained by the other Members as a result of its non-compliance.

27.5 Who pays the cost?

A Member who:

- (a) transfers their Stratum Lot must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause; and
- (b) who subdivides their Stratum Lot by a Subdivision Plan must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause.

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28 Inspecting the books and records of the Committee

28.1 Who is entitled to inspect the books and records?

You may inspect the books and records of the Committee if you are a Member or an Owner (or a person authorised in writing by them).

28.2 What is the procedure?

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an owners corporation).

28.3 Time for the inspection

The Secretary must allow an applicant to inspect its books and records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

28.4 Taking copies of records

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Secretary agrees.

29 Obtaining an Outstanding Levy Certificate

29.1 Who may apply for a certificate?

You may apply to the Committee for an Outstanding Levy Certificate if you are a Member or an Owner (or a person authorised in writing by them).

29.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$70.00 (or other amounts for a certificate under section 109 of the Management Act).

29.3 Information to be included in a certificate

The Committee must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and

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- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and
- (d) any amount recoverable for work carried out by the Committee according to clause 15 ("Rights of the Committee to do work in an emergency"); and
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

29.4 When must the certificate be given?

The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

29.5 Certificate is evidence of matters in it

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

30 What contact details must you provide to the Committee?

30.1 Member's contact details

If you are a Member, you must provide the Committee with the following contact details:

- (a) your Current Address and the Current Addresses for your Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint); and
- (b) your Current Fax Number and the Current Fax Number for your Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint); and
- (c) if you are an Owners Corporation, the name, telephone number, Current Address and Current Fax Number of your strata managing agent.

30.2 Purchasing a Stratum Lot

If you purchase a Stratum Lot, you must complete a Membership Form and serve it on the Committee within five Business Days after you become a Member.

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30.3 Leasing a Stratum Lot

If you lease or licence your Stratum Lot (or part of it), you must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within five Business Days after the lease or licence commences.

30.4 Owners Corporation

When an Owners Corporation is created, it must complete a Membership Form and serve it on the Committee within five Business Days.

30.5 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee within five Business Days if:

- (a) you change your name, address, telephone or fax number; and
- (b) if the Occupier of your Stratum Lot (or part of it) changes their name, address, telephone number or fax number.

31 Fire safety and protection

31.1 What are your obligations?

You must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention; and
- (b) comply with laws about fire control; and
- (c) notify the Committee if you change the lock on the entry door to your Lot.

31.2 Keep flammable materials

You may keep flammable materials in your Lot (but not in any carspace of your Lot) provided that you:

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

31.3 Restrictions about fire safety

You must not:

- (a) interfere with, obstruct or damage Fire Safety Devices; or
- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Oxford Square; or
- (c) keep flammable materials on a Shared Facility or, if you are an Owners Corporation, on Common Property.

Strata Management Statement for Oxford Square

Part 4

Meeting procedures and resolutions

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32 Meetings of the Committee

32.1 Types of Meetings

There are two types of Meetings of the Committee, Meetings and Emergency Meetings.

32.2 Meetings

The Committee may deal with matters which require a Resolution or Unanimous Resolution at a Meeting. The Committee must convene a Meeting at least every six months (starting from the date which is six months after the first meeting of the Committee) or earlier if:

- (a) the Committee resolves to hold the Meeting; or
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager); or
- (c) at least two Members make a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer.

32.3 Emergency Meetings

The Committee may deal only with matters which require a Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter which must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

32.4 Who convenes Meetings?

A Meeting or an Emergency Meeting may be convened by:

- (a) the Secretary or another Officer if the Secretary is absent or unable to convene the Meeting; or
- (b) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

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33 Notices and agendas for Meetings

33.1 Information to be included in the notice

Subject to this clause 33, if you convene a Meeting or an Emergency Meeting you must give each Member a notice of the Meeting which includes:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.

33.2 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and Unanimous Resolutions which the Committee will deal with at the Meeting. The Committee cannot vote on matters that are not on the agenda for the Meeting; and
- (b) clearly identify which motions require Resolutions or Unanimous Resolutions; and
- (c) include motions which Members or Owners have requested the Committee in writing to include on the agenda for the next Meeting; and
- (d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting.

33.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for Resolutions to take the actions proposed to deal with the emergency.

33.4 Information to be included in the notice of a Meeting to consider levy contributions

If you convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions, you must include with the notice of the Meeting:

- (a) the Budget prepared by the Committee according to clause 42 ("Preparing Budgets"); and
- (b) the current audit report prepared by the Committee according to clause 44 ("Preparing financial statements"); and
- (c) the current audited financial statement prepared by the Committee according to clause 44 ("Preparing financial statements").

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34 How to give notice of a Meeting

34.1 How much notice is required for a Meeting?

If you convene a Meeting, you must give each Member at least 10 Business Days notice of the Meeting.

34.2 How to serve notice of a Meeting

If you convene a Meeting, you must serve notice of the Meeting on each Member by:

- (a) delivering it personally to the Member; or
- (b) sending it to the Current Address of the Member; or
- (c) sending it to the Current Fax Number of the Member; or
- (d) a combination of the above methods.

34.3 Giving notice of an Emergency Meeting

If you convene an Emergency Meeting, you may:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by you in the circumstances (eg by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably determined by you in the circumstances.

34.4 Notices for Emergency Meetings

If you convene an Emergency Meeting, you must serve notice of the Emergency Meeting by:

- (a) delivering it personally to the Member; or
- (b) contacting the Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or
- (c) a combination of the above methods.

35 Procedures for holding Meetings

35.1 Conducting a Meeting or Emergency Meeting

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

35.2 Quorum for a Meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an

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Emergency Meeting is the Representative or Substitute Representative of at least two Members.

35.3 Failure to obtain a quorum

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

35.4 Notice of adjourned Meetings

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

35.5 Quorums at adjourned Meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives of at least two Members; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the Meeting is due to commence.

35.6 Attendance at a Meeting

An Owner or Occupier may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

35.7 Special provisions for Meetings held in writing

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

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

35.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone; or
- (b) personally to the person who convened the Emergency Meeting; or

- (c) by post or fax to the Current Address or Current Fax Number of the person who convened the Emergency Meeting.

35.9 Minutes of Meetings

If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the Meeting to each Member within ten Business Days after the Meeting.

36 Voting rights of Members

36.1 Voting rights of Members

Subject to this clause, you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative may cast your vote personally or by proxy.

36.2 How many votes does each Member have?

The aggregate number of votes is 100. Each Member's number of votes is proportional to the Member's share of the building replacement value for Oxford Square determined from time to time under clause 11.4 ("Valuations"). For example, if the building's replacement value is \$50 million and the Retail Lot is valued at \$10 million, the Retail Owner will have 20 votes. The other Member's votes will have an aggregate of 80 votes.

36.3 Instructions by a Member

A Representative or Substitute Representative (or proxy) for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

36.4 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote; and
- (b) the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy); and
- (c) the Facilities Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy); and
- (d) a Member may only vote on a motion regarding a Shared Facility if:
 - (i) the Member contributes towards the cost of the Shared Facility according to schedule 2 ("Division of costs for Shared Facilities"); or
 - (ii) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

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37 Appointing a proxy

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37.1 Who may appoint a proxy?

You may appoint a proxy if you are:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 19.7 ("Proxies").

37.2 Who may be a proxy?

A proxy must be a natural person.

37.3 How to appoint

Subject to this clause, you may appoint a proxy at any time provided that:

- (a) you make the appointment on a Proxy Form (see schedule 6 ("Proxy Form")); and
- (b) you and the proxy sign the Proxy Form; and
- (c) you deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

37.4 Instructions about voting

You may include in the Proxy Form instructions to your proxy about how to vote. A vote by your proxy in contravention of your instructions is invalid.

37.5 Restrictions on voting

Your proxy cannot vote at a Meeting or an Emergency Meeting if you cast a vote.

38 Resolutions at Meetings and Emergency Meetings

38.1 What is a Resolution?

Resolutions relate to a number of administrative and other matters which do not affect Shared Facilities.

38.2 Who may vote on a matter requiring a Resolution?

You are entitled to vote on a Resolution if you are a Member Entitled to Vote.

38.3 When is a Resolution passed?

A Resolution is passed if more than 50% of the votes of Members Entitled to Vote are for the motion.

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38.4 Matters decided by Resolution

The matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager); and
- (b) appointing or terminating the appointment of a Facilities Manager subject to the written agreement between the Committee and the Facilities Manager); and
- (c) appointing or terminating the appointment of a Service Contractor (or the agent of the Committee); and
- (d) effecting insurances; and
- (e) establishing the Administrative Fund and determining contributions for that fund; and
- (f) establishing the Sinking Fund and determining contributions for that fund; and
- (g) resolving any other matters which do not require a Unanimous Resolution.

39 Unanimous Resolutions at Meetings

39.1 Purpose of Unanimous Resolutions

Subject to this clause 39, Unanimous Resolutions generally relate to dealings with Shared Facilities and amending this management statement.

39.2 Who may vote on a Unanimous Resolution?

you are entitled to vote on a Unanimous Resolution if you are a Member Entitled to Vote.

39.3 When is a Unanimous Resolution passed?

A motion which requires a Unanimous Resolution is passed if no Member Entitled to Vote on the motion votes against the motion.

39.4 Matters decided by Unanimous Resolution

The matters which the Committee may determine only by Unanimous Resolution are:

- (a) amending, adding to or repealing all or part of this management statement; and
- (b) repaying all or part of the surplus Administrative Fund or Sinking Fund contributions according to Members according to clause 48 ("Dealing with surplus funds") and;

- (c) adding to, extending or removing a Shared Facility according to clause 51 ("Changing and adding to Shared Facilities"); and
- (d) amending or adding to the division of costs for Shared Facilities according to clause 52 ("Changing the costs for Shared Facilities"); and
- (e) supplying services according to clause 62 ("Provision of Services").

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Strata Management Statement for Oxford Square

Part 5

Financial management

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40 What funds must the Committee establish?

40.1 Administrative fund

The Committee must establish an Administrative Fund within one month after this management statement is registered. The Committee must use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

40.2 Sinking fund

The Committee must establish a Sinking Fund within one month after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

40.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions; and
- (b) payments the Committee receives for inspections of its books and records; and
- (c) payments the Committee receives for providing Outstanding Levy Certificates; and
- (d) amounts paid to the Committee by way of discharge of claims for insurance affected by the Committee; and
- (e) payments the Committee receives under Easements.

40.4 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 40.3 ("What money is paid into the Administrative Fund?").

41 Financial years

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41.1 First Financial Year

The first Financial Year of the Committee commences on the date of registration of this management statement and ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

41.2 Subsequent Financial Years

Subsequent Financial Years commence at the expiration of the previous Financial Year and ends on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

42 Preparing Budgets

42.1 When to prepare Budgets

The Committee must prepare a Budget for each Financial Year in respect of the Administrative Fund and the Sinking Fund.

42.2 What information must be included in a Budget?

A Budget must contain itemised details of:

- (a) how much money the Committee will need during the Financial Year for the Administrative Fund and the Sinking Fund; and
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Sinking Fund (including any costs paid to the Committee under Easements); and
- (c) each item for which a Member is responsible to contribute; and
- (d) the proportion which each Member must contribute to each item for the Financial Year; and
- (e) the amount of the proportion which each Member must contribute to each item for the Financial Year.

42.3 How much to budget?

The Committee must budget sufficient funds to comply with its obligations under this management statement, the Management Act, the Development Act and the Easements.

43 Determining contributions

43.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period

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provided that it prepares a Budget for that period according to clause 42.2 ("What information must be included in a Budget?") and clause 42.3 ("How much to Budget?").

43.2 What proportion of costs must you pay?

If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is in schedule 2 ("Division of costs for Shared Facilities").

43.3 Procedures for determining contributions

When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:

- (a) whether you must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which you must pay your contributions (eg monthly or quarterly).

43.4 Determining the amount of contributions

Subject to clause 43.7 ("Determining contributions at an Emergency Meeting"), the Committee may determine contributions by Resolution. The amount of contributions:

- (a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and
- (b) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.

43.5 Insufficient funds

Subject to clause 43.7 ("Determining contributions at an Emergency Meeting"), the Committee must determine:

- (a) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the Financial Year; and
- (b) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the Financial Year.

43.6 Budget where there are insufficient funds

Subject to clause 43.7 ("Determining contributions at an Emergency Meeting"), before the Committee determines an additional contribution, it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget by Resolution.

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43.7 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a Budget for the contribution. The Committee may determine and levy the contribution by Resolution.

44 Preparing financial statements

44.1 Obligations of the Committee

At the end of each Financial Year, the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts.

44.2 When to prepare financial statements

The Committee must have audited financial statements for its accounts prepared:

- (a) for the period from the date of the last financial statements to within two months before the next contribution period starts; and
- (b) where possible, in time for Members who are owners corporations to include in their budgets their portion of cost under this management statement.

44.3 Information to be included in a financial statement

A financial statement must show for each of the Administrative Fund and the Sinking Fund:

- (a) a statement of income and expenditure during the Financial Year; and
- (b) the balance carried forward from the Financial Year; and
- (c) particulars and amounts of each item of income during the Financial Year; and
- (d) particulars and amounts of each item of expenditure during the Financial Year; and
- (e) the cash in the fund (including deposits and investments) at the end of the Financial Year; and
- (f) the balance of the fund at the end of the Financial Year; and
- (g) contribution arrears for each Member at the end of the Financial Year; and
- (h) the amount of credit or debit in the fund at the end of the Financial Year; and

- (i) other relevant information.

45 Paying contributions

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45.1 Notices of contributions

Subject to this clause 45, the Committee must give you at least 20 Business Days notice before your Administrative Fund or Sinking Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

- (a) the total contribution to be raised; and
- (b) the portion of the contribution which you must pay; and
- (c) the date the payment is due.

45.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give you less than 20 Business Days notice of the contribution.

46 Banking money and interest on accounts

46.1 Establishing a bank account

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of the Member; and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

46.2 Withdrawing funds

The Committee may withdraw money from its accounts only to exercise its functions and comply with its obligations under or arising from this management statement, the Management Act, the Development Act and the Easements.

46.3 Trust account

Subject to clause 46.4 ("Interest bearing accounts"), if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002* (NSW).

46.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members according to clause 48 ("Dealing with surplus funds").

47 Late payments

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47.1 Interest

If you are a Member, you must:

- (a) pay the Committee interest on any amount you owe the Committee under this management statement but do not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

47.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

47.3 Certificates about interest rates

A certificate about interest rates given to you by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 47.2 ("Calculating interest").

47.4 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

48 Dealing with surplus funds

48.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members according to the proportions which the Members contribute to the funds according to clause 43.2 ("What proportion of costs must you pay?").

48.2 Unanimous Resolution

The Committee may decide to distribute surplus funds under this clause only by Unanimous Resolution.

49 Paying contributions when there is a Dispute

49.1 What are your obligations?

You are not excused from paying your Administrative Fund contributions, Sinking Fund contributions or other amounts you owe the Committee because you have a Dispute or a disagreement with the Committee (eg a Dispute about the amount of a payment).

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49.2 Continuing payments

If you have a Dispute or disagreement with the Committee about the amount of Administrative Fund or Sinking Fund contributions you must pay, you must continue to pay your contributions at the rate determined according to clause 43.2 ("What proportion of costs must you pay?"). After the Dispute is resolved, you and the Committee must pay each other any necessary adjustments.

49.3 Your rights are not affected

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 49.2 ("Continuing payments").

Strata Management Statement for Oxford Square

Part 6 Shared facilities

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50 What are Shared Facilities

50.1 Overview

A number of facilities and services in Oxford Square are used by two or more Members or located on the land of a Member but used by another Member. These are called Shared Facilities. A list of Shared Facilities (with a description of each) is in Schedule 1 ("List of Shared Facilities").

50.2 What do Shared Facilities include?

Subject to schedule 1 ("List of Shared Facilities"), Shared Facilities and costs for Shared Facilities include:

- (a) plant and equipment which constitute a Shared Facility; and
- (b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of Oxford Square; and
- (c) any rooms or areas in which Shared Facilities are located; and
- (d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (g) the inspection of Shared Facilities (if applicable) by a Government Agency; and
- (h) the certification of Shared Facilities for the purposes of the law.

50.3 Access routes to Shared Facilities

Subject to this management statement, a Shared Facility includes any part of Oxford Square giving access to and egress from a Shared Facility by the most direct route.

50.4 Rights and obligations of the Committee

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities.

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50.5 Service Contractors

The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 6 ("Functions and powers of the Committee") for more information.

50.6 Shared Facilities and Common Property

Some items of Common Property are designated in this management statement as Shared Facilities. If you are an Owners Corporation, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of that Common Property.

50.7 Shared Facilities and Stratum Lots

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If you are the Owner of a Stratum Lot, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of those items.

50.8 Who may use Shared Facilities?

This management statement and the column titled "used by" in schedule 1 ("List of Shared Facilities") may specify which Members are entitled to use each Shared Facility. If the use of a Shared Facility is not restricted, the Shared Facility is available for use by each member, Owner and Occupier. If a Member entitled to use a Shared Facility:

- (a) is an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled to use the Shared Facility; and
- (b) is the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.

Where a Member, Owner or Occupier of a Lot is entitled to use a Shared Facility and that Lot (or part of the Lot) is subdivided by a Subdivision Plan, then all new Members, Owners and Occupiers created by the subdivision are also entitled to use the Shared Facility.

50.9 When can you use Shared Facilities?

If you are entitled to use a Shared Facility, you may do so at all times unless this management statement specifies otherwise.

50.10 How to apportion costs for Shared Facilities

The Committee must levy Members for contributions towards the costs of Shared Facilities according to Schedule 2 ("Division of costs for Shared Facilities"). If there is no apportionment for the cost of a Shared Facility in schedule 2 ("Division of costs for Shared Facilities") and costs are incurred for that Shared Facility, the Committee may determine the apportionment by Unanimous Resolution.

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50.11 Obligations of Members to pay for Shared Facilities

A Member must pay their proportion of the costs for Shared Facilities according to schedule 2 ("Division of costs for Shared Facilities") or according to a determination made by the Committee according to clause 50.10 ("How to apportion costs for Shared Facilities") if there is no provision in schedule 2 ("Division of costs for Shared Facilities").

50.12 Easements

Some of the Shared Facilities may be the subject of Easements. The Committee and each Member agrees in favour of each grantor to perform the functions and exercise the rights of the grantor according to the relevant Easement. Each grantor agrees that the Committee may exercise the rights and perform the functions of the grantor under the relevant Easement.

51 Changing and adding to Shared Facilities

51.1 Powers of the Committee

The Committee may, by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities; and
- (b) create new Shared Facilities; and
- (c) change existing Shared Facilities; and
- (d) change the use of existing Shared Facilities; and
- (e) modify or replace existing Shared Facilities; and
- (f) extend Shared Facilities; and
- (g) remove redundant Shared Facilities; and
- (h) determine a charge for a Shared Facility where schedule 2 ("Division of cost for Shared Facilities") does not make provision for a charge.

51.2 Obligations of Members

If you are a Member, you must agree to amend schedules 1 ("List of Shared Facilities") and 2 ("Division of cost for Shared Facilities") to reflect anything the Committee resolves to do under this clause 51.

52 Changing the costs for Shared Facilities

52.1 Powers of the Committee

The Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in schedule 2 ("Division of cost for Shared Facilities") if:

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- (a) the Committee resolves to deal with Shared Facilities under clause 51 (“Changing and adding to Shared Facilities”); or
- (b) it more fairly divides costs for Shared Facilities; or
- (c) Oxford Square changes; or
- (d) the Committee identifies new Shared Facilities; or
- (e) the use of Shared Facilities changes; or
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

52.2 Reason for exercising powers

The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:

- (a) the costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members agree to waive this requirement).

52.3 Obligations of Members

If you are a Member, you must agree to amend schedules 1 (“List of Shared Facilities”) and 2 (“Division of costs for Shared Facilities”) to reflect anything the Committee resolves to do under this clause.

53 Using approved contractors

53.1 Overview

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

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

53.2 Obligations of the Committee

The Committee must:

- (a) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building Works; and

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- (b) give each Member a list of current approved contractors and consultants.

53.3 Approving contractors

The Committee may make a decision to approve a contractor or consultant in its absolute discretion and may approve contractors who are not Service Contractors.

53.4 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 53.

54 Damage to Shared Facilities

You must:

- (a) obtain consent from the Committee to make alterations to Shared Facilities; and
- (b) obtain consent (from your Owners Corporation) to make alterations to a Shared Facility that forms part of Common Property in your Strata Scheme; and
- (c) use Shared Facilities only for their intended purposes; and
- (d) immediately notify the Committee if you know about damage to or a defect in a Shared Facility; and
- (e) compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in Oxford Square on your behalf.

55 Carpark Accessway

55.1 Rights of the Committee

The Committee may install signs, traffic control devices and security control devices (including boomgates and roller shutters) in the Carpark Accessway.

55.2 Obligations of the Committee

If security control devices (eg roller shutter and boomgates) installed in the Carpark Accessway by the Committee affect access by a Member, Owner or Occupier to their Stratum Lot or Strata Lot (or Shared Facilities which they are entitled to use according to this management statement), then the Committee must provide a Security Key to each Member, Owner and Occupier to access their component of Oxford Square at all times. The Committee must keep an up-to date register of the persons holding Security Keys.

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55.3 Charging fees for Security Keys

The Committee may charge a fee as bond if a Member, Owner or Occupier requests additional or replacement Security Keys.

55.4 Your rights and obligations

You must:

- (a) take all reasonable steps not to lose Security Keys; and
- (b) return Security Keys to the Committee if you do not need them; and
- (c) notify the Committee immediately if you lose a Security Key; and
- (d) comply with the reasonable instructions of the Committee about Security Keys and, in particular, about re-coding and returning Security Keys.

55.5 Some prohibitions

You must not copy a Security Key or give a Security Key to someone who is not a Member, an Owner or an Occupier.

55.6 Who owns Security Keys?

Security keys belong to the Committee.

55.7 Managing the Security Key system

The Committee has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Committee to be re-coded; and
- (c) enter into agreements with Service Contractors, the Strata Manager or the Facilities Manager about the provisions and management of security systems generally.

56 Residential garbage storage and removal

If you are an Owner or Occupier of a Strata Lot in Monument, the by-laws for your Strata Scheme contain requirements about the use of Common Property garbage chutes and the garbage room and additional obligations in relation to garbage storage and removal. You must comply with the by-laws in addition to your obligations under this management statement.

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57 Commercial and retail garbage storage and removal

57.1 Shared Facility

The Retail Garbage Room is a Shared Facility.

57.2 Obligations of Owners of the Retail Lot and Commercial Lot

You must, at your cost:

- (a) transport your garbage and recyclable materials to the Retail Garbage Room; and
- (b) keep all garbage receptacles and recyclable receptacles you place in the Retail Garbage Room clean and, as far is reasonably practicable, odour free; and
- (c) comply with the requirements of the Committee and Government Agencies about the storage and removal from Oxford Square of your garbage and recyclable materials (and, in particular, any putrescibles); and
- (d) immediately clean up any garbage or recyclable materials you spill in the Retail Garbage Room (or elsewhere in Oxford Square); and
- (e) not place your garbage or recyclable materials in the receptacle of another Owner or Occupier.

57.3 Alterations to the Retail Garbage Room

The Committee or a Government Agency may require you to make alterations to or installations in the Retail Garbage Room (eg install an enclosure for your garbage receptacles if the Retail Lot or Commercial Lot produces putrescibles). You must, at your cost:

- (a) comply with those requirements; and
- (b) maintain, repair and, where necessary, replace any alterations or installations under this clause 57.3 which service your Stratum Lot (whether or not you made them).

57.4 Removing garbage from the Retail Garbage Room

The Committee must remove garbage and recyclable materials from the Retail Garbage Room and must enter into an agreement with a Service Contractor for that purpose. If the use of the Retail Lot or Commercial Lot results in the Committee incurring additional costs to remove your garbage or recyclable materials, you must reimburse those costs to the Committee on demand.

58 Using the Loading Bays

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58.1 Shared facility

The Loading Bays are a Shared Facility. The location of the Loading Bays are shown on the Shared Facilities Plan. There are six Loading Bays at Oxford Square. One of the Loading Bays (1, 2 and 3) is also used as the Carwash Bay.

58.2 Who can use the Loading Bays?

Members, Owners and Occupiers are entitled to use the Loading Bays designated for their use in the "used by" column of schedule 1 ("List of Shared Facilities") according to this clause 58.

58.3 When can you use the Loading Bays?

Subject to this clause 58, you may use the Loading Bays which you are entitled to use only during the hours designated by the Committee. These requirements apply:

- (a) you must ensure that vehicles using the Loading Bays are not more than 2.8 metres high or weigh more than 6 tonnes gross weight; and
- (b) you must ensure that no garbage, recyclable materials or food is stored in the Loading Bays; and
- (c) if you propose to use the Loading Bays for more than 30 minutes at a time, you must make arrangements with the Committee at least 48 hours beforehand or make a reservation with the Committee if clause 58.4 ("Reservations") applies; and
- (d) if you propose to use the Loading Bays for less than 30 minutes, you do not need to make prior arrangements with the Committee; and
- (e) you may use the Loading Bays according to any standing arrangements between you and the Committee according to clause 58.5 ("Standing arrangements"); and
- (f) you cannot use a Loading Bay during any period if another Owner or Occupier has arranged with the Committee or made a reservation to use a Loading Bay.

58.4 Reservations

The Committee may operate a reservation system for use of the Loading Bays for more than 30 minutes at a time.

58.5 Standing arrangements

The Committee may make standing arrangements with Owners and Occupiers of the Retail Lot and Commercial Lot for deliveries to and pick ups from their Lots. If you have a standing arrangement with the Committee and you do not comply with the terms of it, the Committee may cancel the standing arrangement.

59 Using the Carwash Bay

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59.1 Shared Facility

The Carwash Bay is a Shared Facility. The Carwash Bay is also used predominantly as a Loading Bay. The location of the Carwash Bay is shown on the Shared Facilities Plan.

59.2 Hours of Use

You may use the Carwash Bay when it is not being used as a Loading Bay and only during the hours nominated by the Committee.

59.3 Conditions for use

When you use the Carwash Bay, you must:

- (a) not unreasonably obstruct use of the adjacent Loading Bays by Owners and Occupiers; and
- (b) turn off all taps you have used and leave the Carwash Bay clean and tidy; and
- (c) comply with the reasonable requirements of the Committee about using the Carwash Bay; and
- (d) only leave your vehicle in the Carwash Bay while you are cleaning the vehicle.

60 Using the Bike Racks

60.1 Who may use the Bike Racks?

Subject to this clause 60, the Bike Racks are available for use by Owners and Occupiers of Strata Lots in Monument.

60.2 Who cannot use the Bike Racks?

Owners and Occupiers of the Retail Lot and Commercial Lot are not permitted to use the Bike Racks.

60.3 Requirements for using the Bike Racks

If you are entitled to use the Bike Racks, you may lock or secure your bicycle in a Bike Rack provided you do not permanently secure a locking or safety device to a Bike Rack.

60.4 Committee not responsible

The Committee is not responsible for the safety or security of an Owners or Occupiers bicycle when they use the Bike Racks.