

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 68429072	NSW DAN:
vendor's agent	New Vision Real Estate 12 Teawa Crecent, Glenwood NSW 2768		Phone: 1300 422 506 Fax: Ref: Chris Brown
co-agent			
vendor	ANDREW ROSS GRAHAM		
vendor's solicitor	SLF Lawyers Suite 14.03, Level 14, 9 Hunter Street Sydney NSW 2000		Phone: 02 9264 4833 Fax: 02 9264 4611 Ref: 2001246
date for completion	42 Days from contract date	(clause 15)	Email: kmcdonagh@slflawyers.com.au
land	Unit 713/11 SOLENT CCT NORWEST NSW 2153 (Address, plan details and title reference)		
	LOT 150 in Strata Plan 99882 150/SP99882		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$			
balance	\$			(10% of the price, unless otherwise stated)
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



vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

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

**Electronic transaction** (clause 30)  no  YES

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

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

land tax is adjustable  NO  yes

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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



## List of Documents

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

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

PRD Norwest

norwest@prdnorwest.com.au

PO Box 6191, Norwest NSW 2153

(02) 9680 3300



# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Unit 713/11 SOLENT CCT NORWEST NSW 2153** from **ANDREW ROSS GRAHAM** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **ANDREW ROSS GRAHAM** and am not employed in the legal practice of a solicitor acting for **ANDREW ROSS GRAHAM** nor am I a member or employee of a firm of which a solicitor acting for **ANDREW ROSS GRAHAM** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:



## **Special Conditions**

### **32. Amendments to Printed Provisions**

The printed provisions of the Contract are amended as follows:

- 32.1 Clause 2.2 delete "Normally";
- 32.2 Clause 2.4 – delete "cash (up to \$2,000) or";
- 32.3 Clause 2.9 – insert the words at the end of the clause "In the event the deposit is forfeited to the Vendor, then all interest accrued on the deposit is payable to the Vendor";
- 32.4 Clause 3 is deleted;
- 32.5 Clause 5.2.3 is deleted;
- 32.6 Clause 6 is deleted;
- 32.7 Clause 7 is deleted;
- 32.8 Clause 8 – insert the words "Subject to any other provisions in this contract" before the words "the vendor can rescind if";
- 32.9 Clause 10.1 – insert the words "or delay completion" after the words "or terminate";
- 32.10 Clause 11 is deleted;
- 32.11 Clause 14.4.2 is deleted and replaced with the following clause:  
"by adjusting the amount that is actually payable in respect of the property";
- 32.12 Clause 14.8 is deleted;
- 32.13 Clause 16.1- insert the words "in it's possession" after the words "only to the property";
- 32.14 Clause 16.5 – delete "plus another 20% of that fee";
- 32.15 Clause 16.6 – is amended by inserting the words "at least 7 days before the date for completion" after the words "any of the land"; and by inserting at the end "in this regard, time is of the essence".
- 32.16 Clause 16.7 – delete "cash (up to \$2,000) or";



- 32.17 Clause **16.8** – delete the words “\$10 for each extra cheque” and substitute it for “such sum for each additional cheque as the Purchaser is required to pay for the issue of such extra cheque/s”;
- 32.18 Clause **16.12** – delete “NSW, but the vendor must pay to the purchaser’s additional expenses, including any agency or mortgagee fee” and substitute it for “*the Sydney CBD and metropolitan areas*”;
- 32.19 Clause **17.3** is deleted;
- 32.20 Insert the following as clause **20.6.8**:

“20.6.8 For the purpose of clause 20.6.5, a document is taken to have been received when a facsimile transmission has been completed EXCEPT where:

20.6.8.1 the sender’s machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or

20.6.8.2 the time of dispatch is later than 5.00 pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00 am on the next business day at that place”.

- 32.21 Clause **23.9** is deleted;
- 32.22 Clause **23.17** is deleted;
- 32.23 Clause **24.3.1** delete “and audited”;
- 32.24 Clause **24.3.2** is deleted;
- 32.25 Clause **25** is deleted;
- 32.26 Clause **26** is deleted;
- 32.27 Clause **27** is deleted;
- 32.28 Clause **28** is deleted;
- 32.29 Clause **29** is deleted;

### **33. Interpretation and Invalidity**

- 33.1 If there is any conflict between the provisions of these further conditions and those contained in the printed conditions of this contract, these further conditions prevail.



33.2 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.

33.3 These further conditions must be read subject to any rights granted to the purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.

33.4 The words "includes or including" in any form are not to be taken as a limitation. This contract represents the entire agreement between the vendor and the purchaser.

33.5 A reference to a singular shall include a plural and a reference to a plural shall include the singular.

33.6 A reference to either sex shall include both sexes.

#### **34. Joint and Several Liability**

If there shall be more than one purchaser the agreements and obligations of the purchaser under this Contract and the Conditions thereof shall bind them as any two or more of them jointly and each of them severally.

#### **35. Agent**

The purchaser warrants that it has not been introduced to the property or to the vendor by any person or corporation who is entitled to claim moneys from the vendor on account of such information or on account of the sale by the vendor to the purchaser other than the agent and co-agent nominated herein and the purchaser agrees to indemnify and keep indemnified the vendor against any damages including legal costs which may be occasioned to the vendor by virtue of the purchaser's breach of this provision and it is further agreed that this clause does not merge on completion.

#### **36. Exclusion of Warranties**

The purchaser hereby warrants and covenants that:

36.1 It has prior to signing of this contract inspected the whole of the property and acknowledges that it has inspected the buildings and the inclusions referred to in this contract and that it is purchasing the same in their existing present state and condition of repair and without representation as to quality or fitness for a particular purpose and that it will not be entitled at any time, subject to the provisions of section 52A of the *Conveyancing Act 1919* and the regulations made thereunder, to make an objection, requisition or claim for compensation against the vendor by reason of the fact that there are or may be any encroachments by or upon or reaches of the Local Government Ordinances in respect of the position of any buildings, fences, structures, improvements, drains, sewers, pipes, vents and electrical cables, if any.

36.2 No representation, oral or written, or by conduct nor any arrangement, promise or warranty or undertaking other than as expressly contained



in this contract has in any material way induced the purchaser to enter this contract.

- 36.3 The Vendor gives no warranty as to title or ownership of any of the fixtures, fittings or improvements on the Property and the same will be taken by the Purchaser subject to any valid third party rights or claims.

**37. Effect of Death or Insolvency**

Notwithstanding any rule of law or equity to the contrary should:

- 37.1 the purchaser prior to completion die or become mentally ill then either party may by notice in writing to the affected party rescind this contract and such rescission shall be a rescission pursuant to clause 19; and
- 37.2 the purchaser be declared a bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a summons for its winding up presented or enter into a scheme / deed of company arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof, then the vendor may by notice in writing to the purchaser rescind this contract whereupon the provisions of clause 19 shall apply.

**38. Encumbrance on Title**

- 38.1 Should there be any mortgage charge encumbrance or caveat registered on the title of or standing against the property hereby agreed to be sold immediately prior to the completion hereof the purchaser shall not be entitled to require the vendor to have same discharged or such discharge registered prior to completion and on completion hereof the purchaser shall (if the property is not sold subject hereto) accept from the vendor a duly executed discharge of any such mortgage or release of such charge and encumbrance in registrable form together with an allowance for any registration fees.
- 38.2 Notwithstanding the interest in the Property by the Purchaser under the Contract the Purchaser irrevocably agrees not to register or cause to be registered any instrument, including but not limited to a Caveat or Charge, in the NSW Department of Lands which limits or otherwise affects the Vendors' abilities to deal with the Property up to the date for completion.

**39. Particulars**

The purchaser acknowledges that it has made all the necessary searches, inspections and enquiries in respect of the matters noted or referred to in this contract and shall not make any objection, requisition or claim for compensation in respect of any matter so noted or referred to or any misdescription of any such matter by virtue of the general particulars so noted and this clause shall prevail notwithstanding the provisions of any other clause contained herein.

**40. Surveyor and Building Certificates**



- 40.1 This contract is not conditional upon a building certificate from the local council or a survey report and the purchaser will not be entitled to delay completion in the event that such a certificate does not issue prior to completion.
- 40.2 If a surveyor certificate and/or building certificate is annexed to this contract, the Vendor makes no warranty as to the correctness of the information contained in this certificate, nor as to whether the Vendor holds the original certificate. The Purchaser acknowledges that they have inspected this certificate and are satisfied as to its contents before entering into this contract and shall not be entitled to make any objection, claim or requisition, delay completion, rescind or terminate in respect of any matters disclosed in this certificate.

#### **41. Finance**

The purchaser warrants to the vendor that either the purchaser does not require finance in order to pay for the property, or, if the purchaser requires finance in order to pay for the property, the purchaser has already obtained such finance under his own terms and is not conditional on any other requirements from the purchaser's lender. The purchaser cannot terminate this contract by virtue of any non-availability of finance or default by its lender as at the date of the completion.

#### **42. Completion**

- 42.1 Completion of this contract shall take place on or before the date specified in clause 15 and nominated for the purpose of that clause as the date for completion and in the event that completion does not take place, then it is agreed between the parties that, subject to clauses 43.4 and 43.5, either party may serve upon the other a Notice requiring completion of the contract within fourteen (14) days from the date of such Notice and making such fourteen (14) day period to be time of the essence of the contract. It is expressly agreed between the parties that this period of fourteen (14) days shall be a reasonable period for this purpose.
- 42.2 Should the purchaser not complete this contract within the time specified in clause 43.1 hereof for any reason other than the fault of the vendor then the purchaser shall pay interest to the vendor on the balance of the purchase price as an adjustment upon completion at a rate of 10 per cent (10%) per annum from the date until the actual date of completion.
- 42.3 In the event that the vendor issues a notice to complete making time of the essence of the contract, it is an essential term of this contract that the purchaser pays to the vendor on completion the sum of \$300.00 plus GST in addition to any other amounts the purchaser may be liable to pay, being the minimum amount of the vendor's legal costs incurred as a result of the purchaser's default in not completing this contract.



42.4 In case the vendor shall be restrained or prevented in any manner whatsoever from conveying title by the original date for completion, such as unable to provide vacant possession on the original date for completion, the vendor may extend the date for completion for a period(s), the total of which shall not exceed ninety (90) days from the original date for completion, by notice in writing to the purchaser, which notice shall specify such extended date(s) for completion;

42.5 If there is an extension pursuant to clause 43.4, and if the vendor shall still be restrained or prevented from conveying title in terms of this contract, such as unable to provide vacant possession on completion, the vendor may terminate this contract by notice in writing to the purchaser and all deposit and other monies received by the vendor or stakeholder, on account of the purchase price, shall be refunded to the purchaser;

42.6 Notwithstanding anything to the contrary in this contract or at law, in the event the vendor is for any reason unable to perform its obligations pursuant to the terms of this contract, the purchaser agrees that it shall not be entitled to make any claim or bring any action for damages, compensation, account or seek to enforce any other remedies at law or in equity against the vendor and that the purchaser's only remedy in such event will be to terminate the contract. If this contract is validly terminated by the purchaser as a result of the default of the vendor, all monies paid under this contract shall be refunded to the purchaser without interest, costs or damages and the same shall be accepted by the purchaser in full and final satisfaction of all claims.

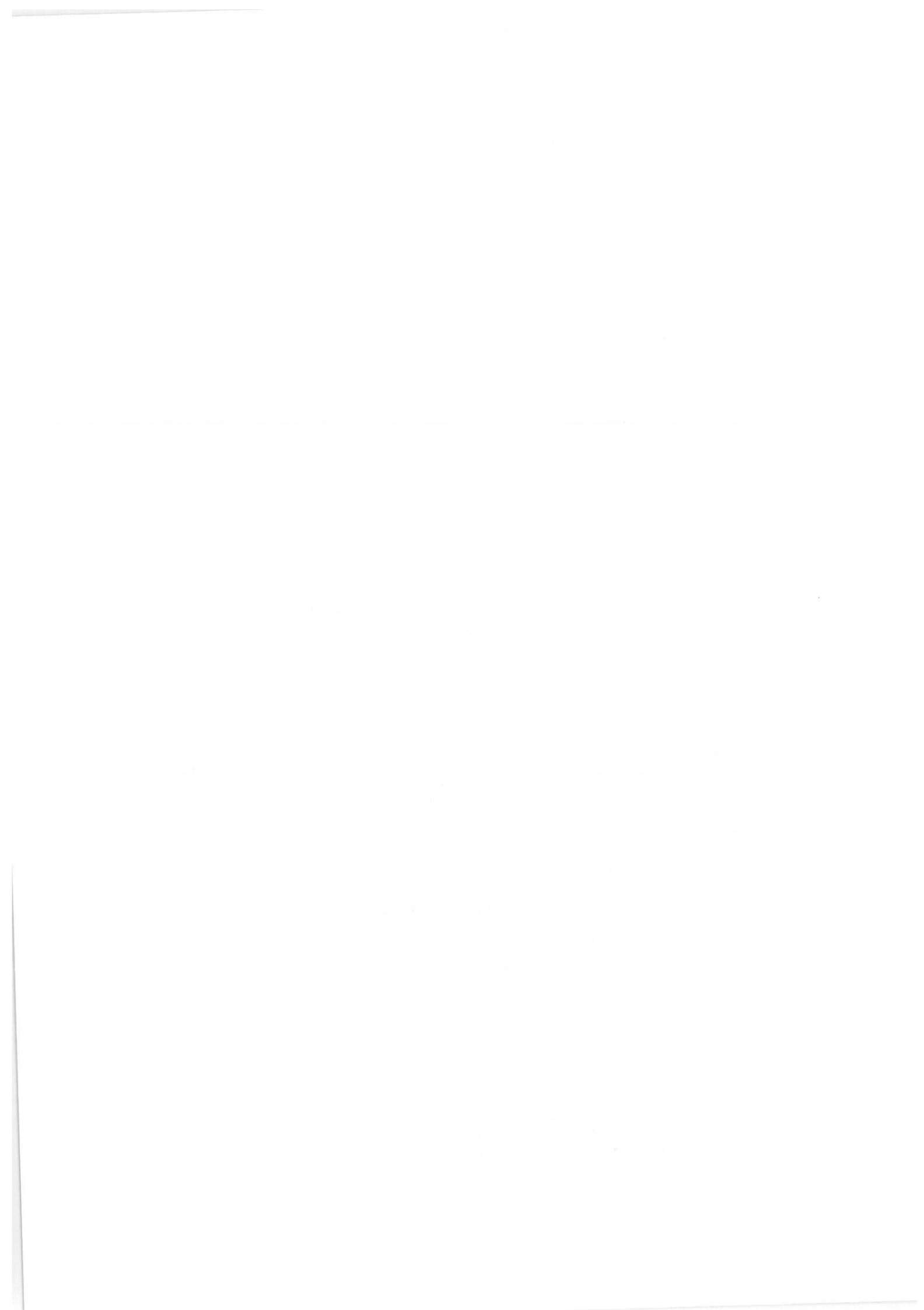
#### **43. Release of Deposit**

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's solicitor to release to the vendor such part of the deposit moneys as required for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendor negotiates to purchase between the date hereof and the date of completion.

#### **44. Service by Email**

An email is regarded as served by or on a party:

- (a) when a successful transmission receipt report is received unless:
  - (i) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or
  - (ii) the delivery receipt indicates a faulty or incomplete transmission;
- (b) where no solicitor acts for the party, if it is sent using the email address for the party stated in the contract (if any) or any other email address which the party may have notified to the sender; and
- (c) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.



#### **45. Purchaser's Acknowledgements**

For the purposes of condition 4.2, the Purchaser acknowledges that:

- a) there are sufficient particulars contained in this Contract to enable the Purchaser or their solicitor to draft the Transfer and submit the executed Transfer to the Vendor.
- b) The Purchaser must not delay the submission of the executed Transfer to the Vendor or rescind, terminate, object, make a requisition, claim or delay settlement by reason of any matter disclosed in clause 17.

#### **46. Foreign Investment Review Board**

The purchaser warrants to the vendor that the purchaser has obtained, or is not required to obtain, any necessary consent and/or approval from the Foreign Investment Review Board and/or any other relevant authority to purchase the property from the vendor on the terms and conditions set out in this Contract.

#### **47. Guarantors**

In the event that a purchaser is a Corporation, the agreements and obligations of the purchaser under this contract and the Conditions thereof shall be guaranteed by the director(s) and shareholder(s) of that Corporation ("guarantor"), and it is hereby agreed:

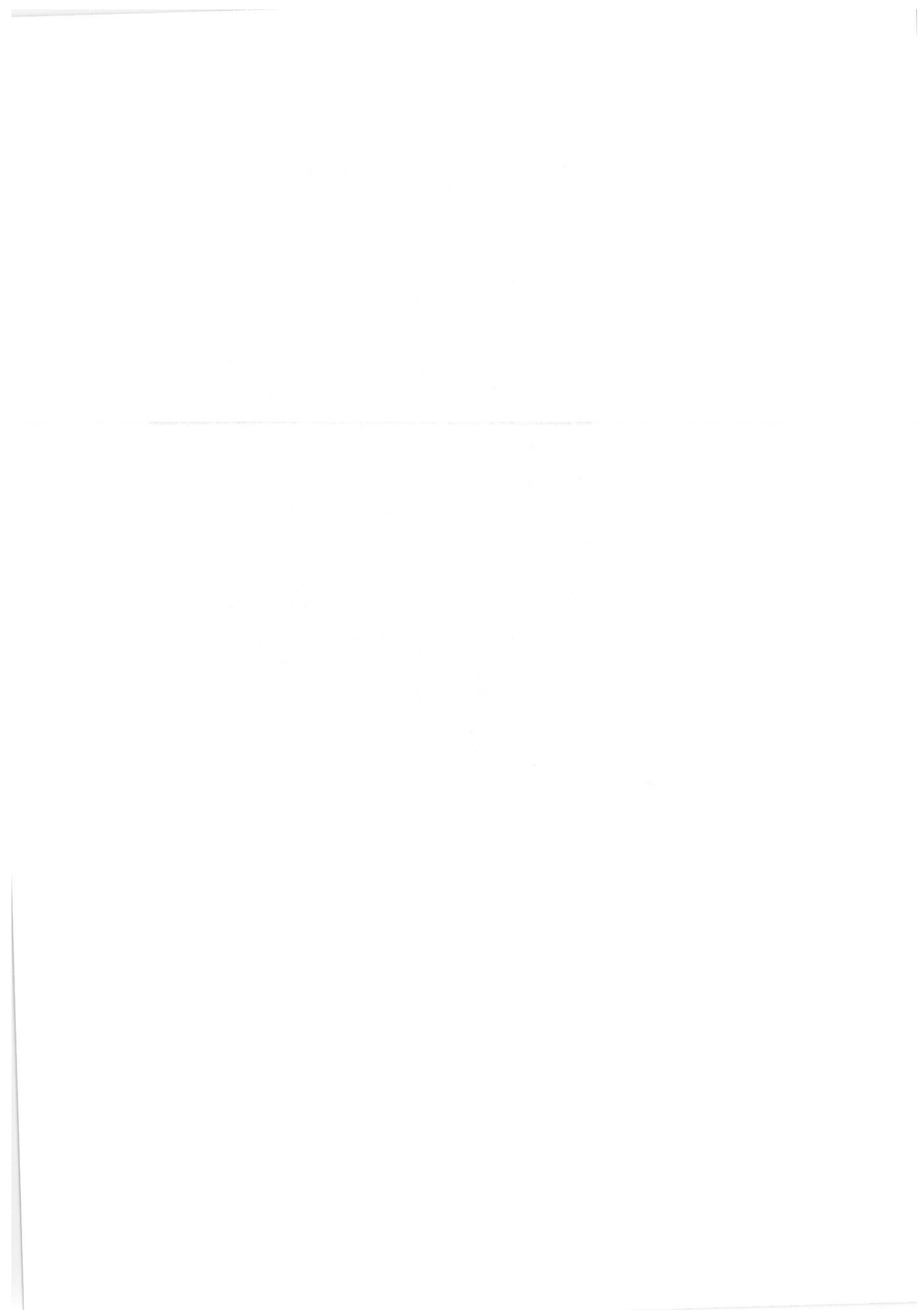
- 47.1 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract.
- 47.2 The guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including the agreement of the vendor to enter into this contract.
- 47.3 The guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual payment by the purchaser to the vendor of the guaranteed money and performance by the purchaser of the guaranteed obligations.
- 47.4 If the purchaser does not pay the guaranteed money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the guaranteed money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 47.5 If the purchaser does not duly and punctually perform the guaranteed obligations in accordance with the terms of this contract then guarantor agrees to perform the guaranteed obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.



- 47.6 As a separate undertaking, the guarantor indemnifies the vendor against all liability, loss, damage, costs, charge, expense or claim incurred by the vendor in connection with any breach by the purchaser of the guaranteed obligations.
- 47.7 This guarantee and indemnity is a principal obligation of the guarantor and may be enforced against the guarantor without the vendor first being required to exhaust any remedy it may have against the purchaser.
- 47.8 The liabilities of a guarantor are not affected by:
- 47.8.1 the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
  - 47.8.2 the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;
  - 47.8.3 reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
  - 47.8.4 the vendor exercising or refraining from exercising any of the rights, power or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
  - 47.8.5 the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.
- 47.9 This guarantee and indemnity will continue notwithstanding:
- 47.9.1 the vendor has exercised any of the vendor's rights under this contract including any right of termination;
  - 47.9.2 the purchaser is wound up or placed in to any form of external administration; or
  - 47.9.3 this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- 47.10 This guarantee and indemnity:
- 47.10.1 is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
  - 47.10.2 may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and



- 47.10.3 extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.
- 47.11 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
  - 47.11.1 that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
  - 47.11.2 the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 47.12 As long as the guaranteed money or other money payable under this guarantee and indemnity remains unpaid or the guaranteed obligations or any of them remain unperformed, the guarantor may not, without the consent of the vendor:
  - 47.12.1 make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
  - 47.12.2 prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debt when they fall due.
- 47.13 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.





FOLIO: 150/SP99882

SEARCH DATE	TIME	EDITION NO	DATE
23/6/2020	4:28 PM	2	23/6/2020

LAND

LOT 150 IN STRATA PLAN 99882  
AT NORWEST  
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

ANDREW ROSS GRAHAM

(T AQ193118)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP99882

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*





FOLIO: CP/SP99882

SEARCH DATE	TIME	EDITION NO	DATE
23/6/2020	4:45 PM	2	1/6/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 99882  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NORWEST  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP99882

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 99882  
ADDRESS FOR SERVICE OF DOCUMENTS:  
11 SOLENT CIRCUIT, NORWEST 2153

SECOND SCHEDULE (47 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1257111
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP99882
- 4 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 6 DP816340 RESTRICTION(S) ON THE USE OF LAND
- 7 DP819131 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP869304 RESTRICTION(S) ON THE USE OF LAND
- 9 DP835983 RESTRICTION(S) ON THE USE OF LAND
- 10 I900774 RESTRICTION(S) ON THE USE OF LAND
- 11 I900775 POSITIVE COVENANT
- 12 DP854839 RESTRICTION(S) ON THE USE OF LAND
- 13 DP858884 RESTRICTION(S) ON THE USE OF LAND
- 14 DP862422 RESTRICTION(S) ON THE USE OF LAND
- 15 DP876998 RESTRICTION(S) ON THE USE OF LAND
- 16 DP878258 RIGHT OF ACCESS AND EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP878258 RESTRICTION(S) ON THE USE OF LAND
- 18 DP1003042 EASEMENT FOR DRAINAGE OF WATER 2 METRES WIDE

END OF PAGE 1 - CONTINUED OVER



SECOND SCHEDULE (47 NOTIFICATIONS) (CONTINUED)

- AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 19 DP1003042 EASEMENT FOR DRAINAGE OF WATER 1.5 METRES WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
  - 20 AM419246 EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE AFFECTING  
THE PART DESIGNATED (E) IN PLAN WITH AM419246
  - 21 DP1240182 EASEMENT FOR BOARDWALK STRUCTURES VARIABLE WIDTH  
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE  
DESCRIBED
  - 22 DP1240182 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)  
APPURTENANT TO THE LAND ABOVE DESCRIBED
  - 23 DP1245998 EASEMENT FOR RIGHT OF FOOTWAY 3 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
  - 24 DP1261997 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
  - 25 DP1261997 EASEMENT FOR PADMOUNT SUBSTATION 5.5. METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
  - 26 DP1261997 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
  - 27 DP1261997 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT
  - 28 DP1257111 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE  
OF THE LAND ABOVE DESCRIBED
  - 29 DP1257111 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE  
LAND ABOVE DESCRIBED
  - 30 DP1257111 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
  - 31 DP1257111 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED
  - 32 DP1257111 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF  
THE LAND ABOVE DESCRIBED
  - 33 DP1257111 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND  
ABOVE DESCRIBED
  - 34 DP1257111 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING  
THE WHOLE OF THE LAND ABOVE DESCRIBED
  - 35 DP1257111 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT  
TO THE LAND ABOVE DESCRIBED
  - 36 DP1257111 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
  - 37 DP1257111 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM  
APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER



SECOND SCHEDULE (47 NOTIFICATIONS) (CONTINUED)

- 38 DP1257111 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 39 DP1257111 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 40 DP1257111 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 41 DP1257111 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 42 DP1257111 POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 43 DP1257111 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 44 DP1257111 POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 45 DP1257111 POSITIVE COVENANT REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 46 DP1257111 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 47 SP99882 PURSUANT TO S.63 STRATA SCHEMES DEVELOPMENT ACT 2015 THIS STRATA SCHEME CONTAINS UTILITY LOT(S) 253-286 IN SP99882

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 99882

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	90	2	94	3	42	4	40
5	39	6	34	7	33	8	33
9	37	10	36	11	36	12	36
13	36	14	34	15	33	16	33
17	38	18	37	19	37	20	37
21	37	22	34	23	33	24	34
25	40	26	38	27	38	28	38
29	38	30	35	31	34	32	34
33	39	34	39	35	39	36	39
37	39	38	35	39	34	40	35
41	42	42	40	43	40	44	40
45	40	46	36	47	35	48	35
49	42	50	41	51	41	52	41
53	41	54	37	55	36	56	36
57	46	58	42	59	42	60	42
61	42	62	38	63	37	64	36
65	45	66	46	67	46	68	46
69	46	70	38	71	37	72	36
73	46	74	47	75	26	76	26
77	27	78	47	79	47	80	47

END OF PAGE 3 - CONTINUED OVER



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP99882

PAGE 4

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

STRATA PLAN 99882

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
81	- 37	82	- 47	83	- 47	84	- 27
85	- 27	86	- 28	87	- 47	88	- 39
89	- 38	90	- 37	91	- 48	92	- 48
93	- 28	94	- 28	95	- 28	96	- 48
97	- 39	98	- 38	99	- 37	100	- 106
101	- 28	102	- 28	103	- 29	104	- 48
105	- 44	106	- 42	107	- 38	108	- 98
109	- 100	110	- 106	111	- 29	112	- 40
113	- 40	114	- 116	115	- 130	116	- 116
117	- 29	118	- 42	119	- 34	120	- 41
121	- 25	122	- 26	123	- 40	124	- 28
125	- 26	126	- 33	127	- 31	128	- 31
129	- 37	130	- 31	131	- 26	132	- 22
133	- 22	134	- 46	135	- 28	136	- 28
137	- 32	138	- 39	139	- 32	140	- 26
141	- 22	142	- 22	143	- 47	144	- 29
145	- 29	146	- 32	147	- 40	148	- 32
149	- 26	150	- 22	151	- 22	152	- 48
153	- 29	154	- 29	155	- 33	156	- 40
157	- 33	158	- 27	159	- 22	160	- 22
161	- 49	162	- 30	163	- 30	164	- 33
165	- 41	166	- 33	167	- 28	168	- 22
169	- 22	170	- 49	171	- 30	172	- 30
173	- 34	174	- 41	175	- 34	176	- 29
177	- 22	178	- 22	179	- 49	180	- 30
181	- 30	182	- 34	183	- 41	184	- 34
185	- 29	186	- 23	187	- 23	188	- 50
189	- 31	190	- 31	191	- 35	192	- 42
193	- 35	194	- 29	195	- 23	196	- 23
197	- 50	198	- 31	199	- 31	200	- 35
201	- 42	202	- 35	203	- 30	204	- 23
205	- 23	206	- 51	207	- 32	208	- 32
209	- 35	210	- 42	211	- 35	212	- 52
213	- 23	214	- 52	215	- 32	216	- 32
217	- 36	218	- 43	219	- 36	220	- 53
221	- 23	222	- 53	223	- 32	224	- 32
225	- 37	226	- 44	227	- 37	228	- 54
229	- 24	230	- 54	231	- 33	232	- 33
233	- 37	234	- 45	235	- 37	236	- 55
237	- 24	238	- 55	239	- 33	240	- 33
241	- 37	242	- 80	243	- 78	244	- 25
245	- 25	246	- 80	247	- 37	248	- 34
249	- 34	250	- 90	251	- 106	252	- 118
253	- 1	254	- 1	255	- 1	256	- 1

END OF PAGE 4 - CONTINUED OVER

2001246

PRINTED ON 23/6/2020



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP99882

PAGE 5

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

STRATA PLAN 99882

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
257	- 1	258	- 1	259	- 1	260	- 1
261	- 1	262	- 1	263	- 1	264	- 1
265	- 1	266	- 1	267	- 1	268	- 1
269	- 1	270	- 1	271	- 1	272	- 1
273	- 2	274	- 1	275	- 1	276	- 2
277	- 2	278	- 1	279	- 1	280	- 2
281	- 2	282	- 2	283	- 1	284	- 1
285	- 1	286	- 2				

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

2001246

PRINTED ON 23/6/2020

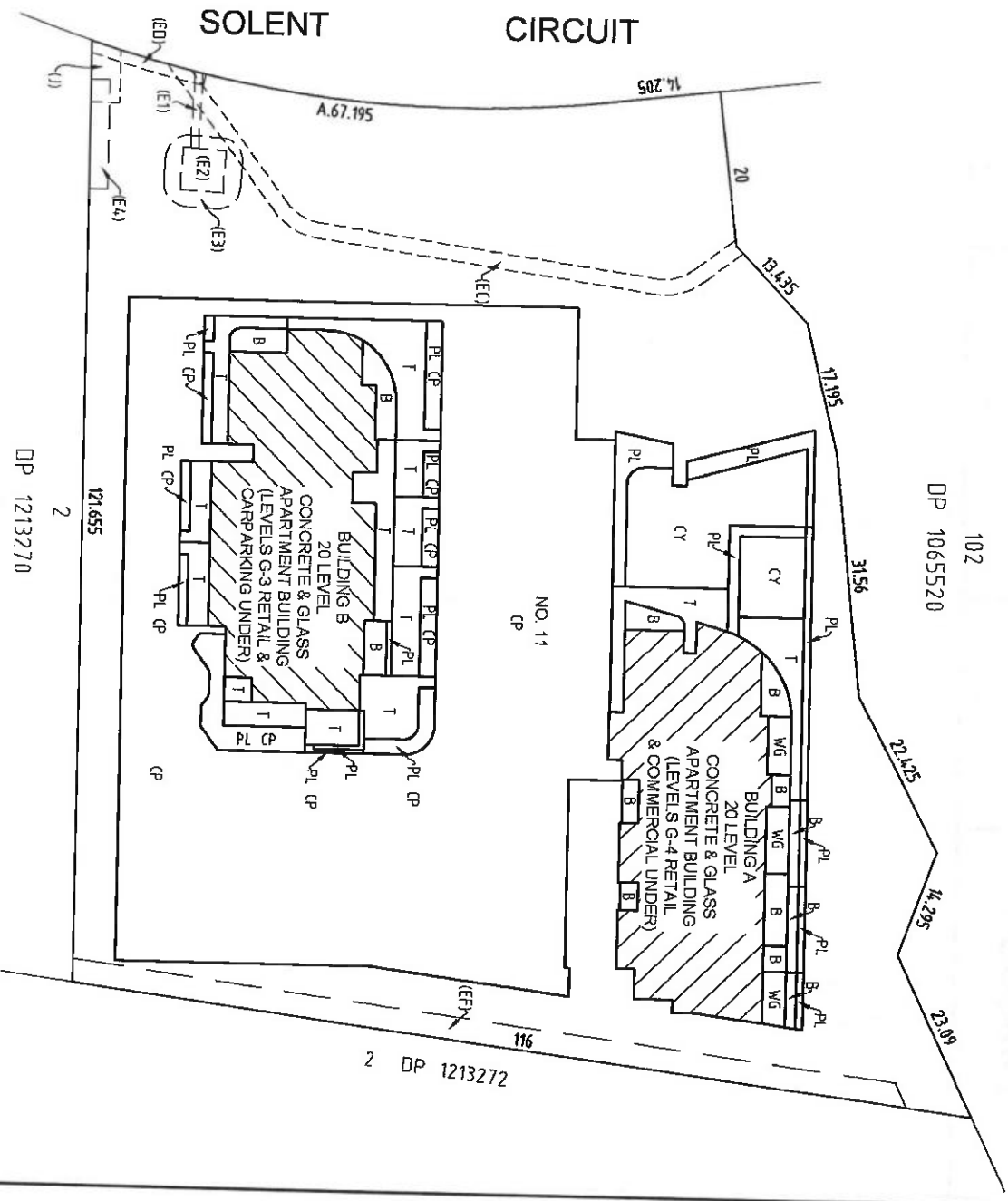
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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



SITE PLAN



- NOTES:  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 CY ~ COURTYARD  
 PL ~ PLANTER  
 T ~ TERRACE  
 WG ~ WINTER GARDEN
- \* EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOTS:DP 1257111)
  - \* EASEMENT FOR SERVICES (WHOLE OF LOTS:DP 1257111)
  - \* EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOTS:DP 1257111)
  - \* EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS:DP 1257111)
  - (EC) EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP 100304.2)
  - (ED) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 100304.2)
  - (EF) EASEMENT FOR RIGHT OF FOOTWAY 3 WIDE (DP 1261997)
  - (E1) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1261997)
  - (E2) EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (DP 1261997)
  - (E3) RESTRICTION ON THE USE OF LAND (DP 1261997)
  - (E4) RESTRICTION ON THE USE OF LAND (DP 1261997)
  - (U) EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE (AM419246)



SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date: 28-05-2020

Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 600  
 Lengths are in metres.

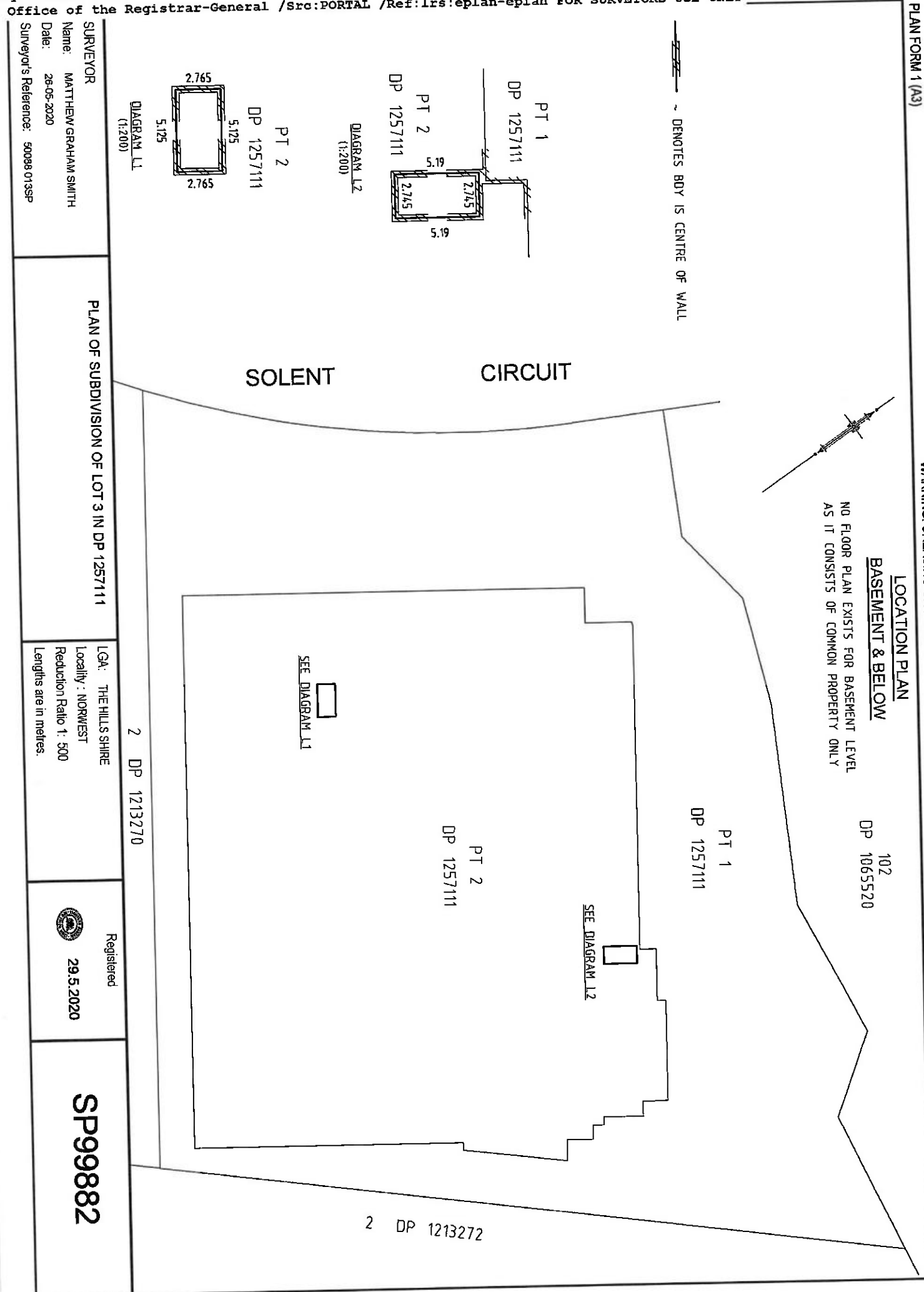
Registered

29.5.2020

SP99882

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN  
 BASEMENT & BELOW  
 NO FLOOR PLAN EXISTS FOR BASEMENT LEVEL  
 AS IT CONSISTS OF COMMON PROPERTY ONLY



PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50038 013SP

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 500  
 Lengths are in metres.

2 DP 1213270

Registered



29.5.2020

SP99882

2 DP 1213272

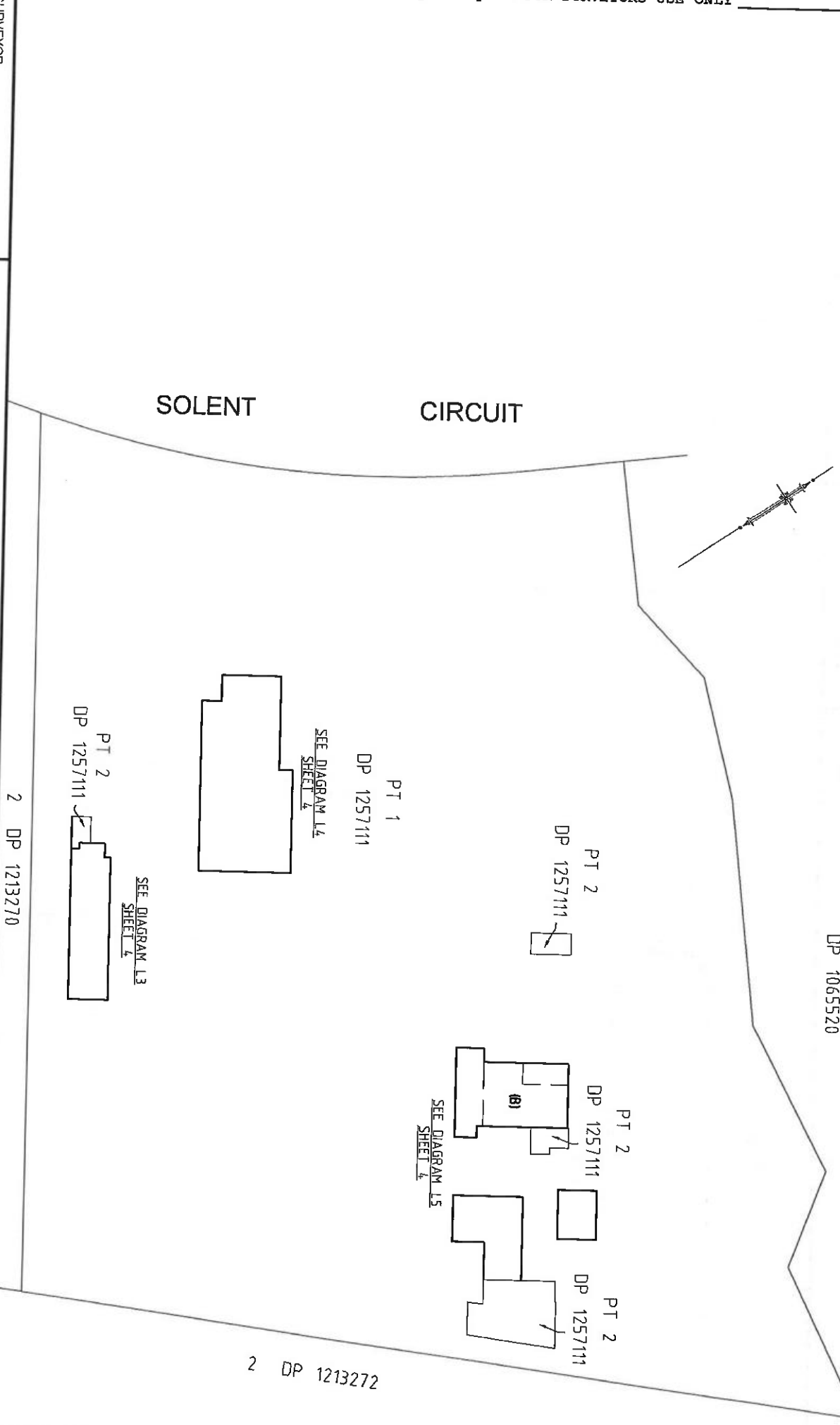
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 3 of 37 sheet(s)

EASEMENTS  
 (B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1257111)

LOCATION PLAN  
 GROUND LEVEL



SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 500  
 Lengths are in metres.

Registered  
 29.5.2020

SP99882

EASEMENTS  
 (B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1257111)

LOCATION PLAN  
 GROUND LEVEL DIAGRAM

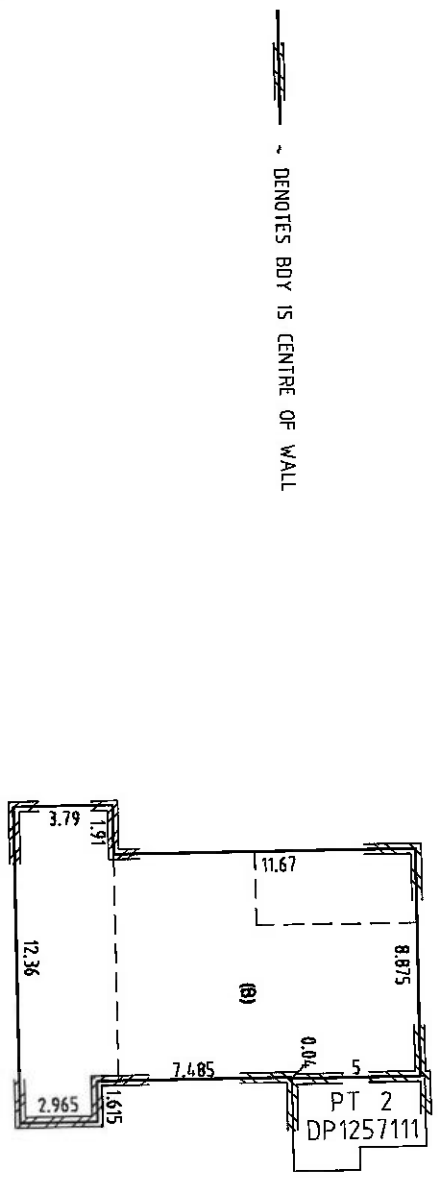


DIAGRAM L5  
 (1:200)

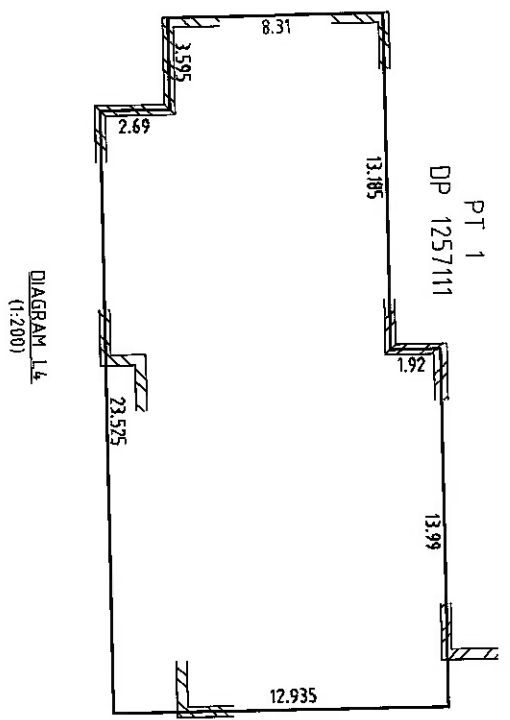
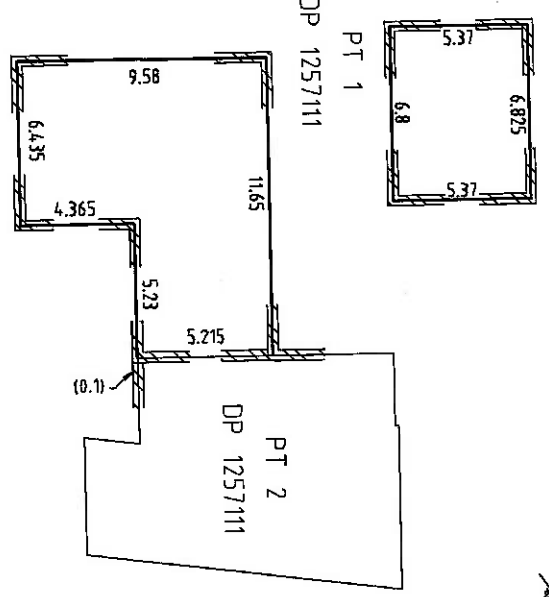


DIAGRAM L4  
 (1:200)

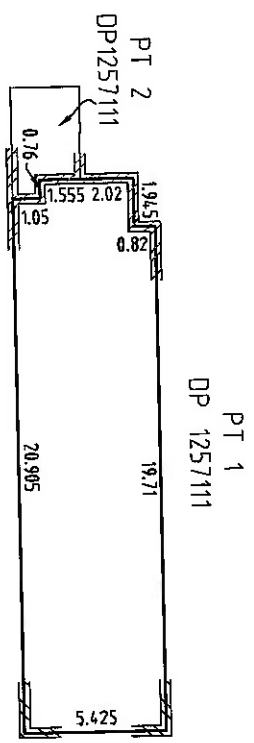
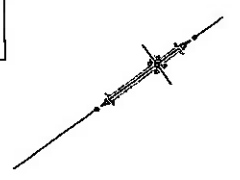


DIAGRAM L3  
 (1:200)



SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

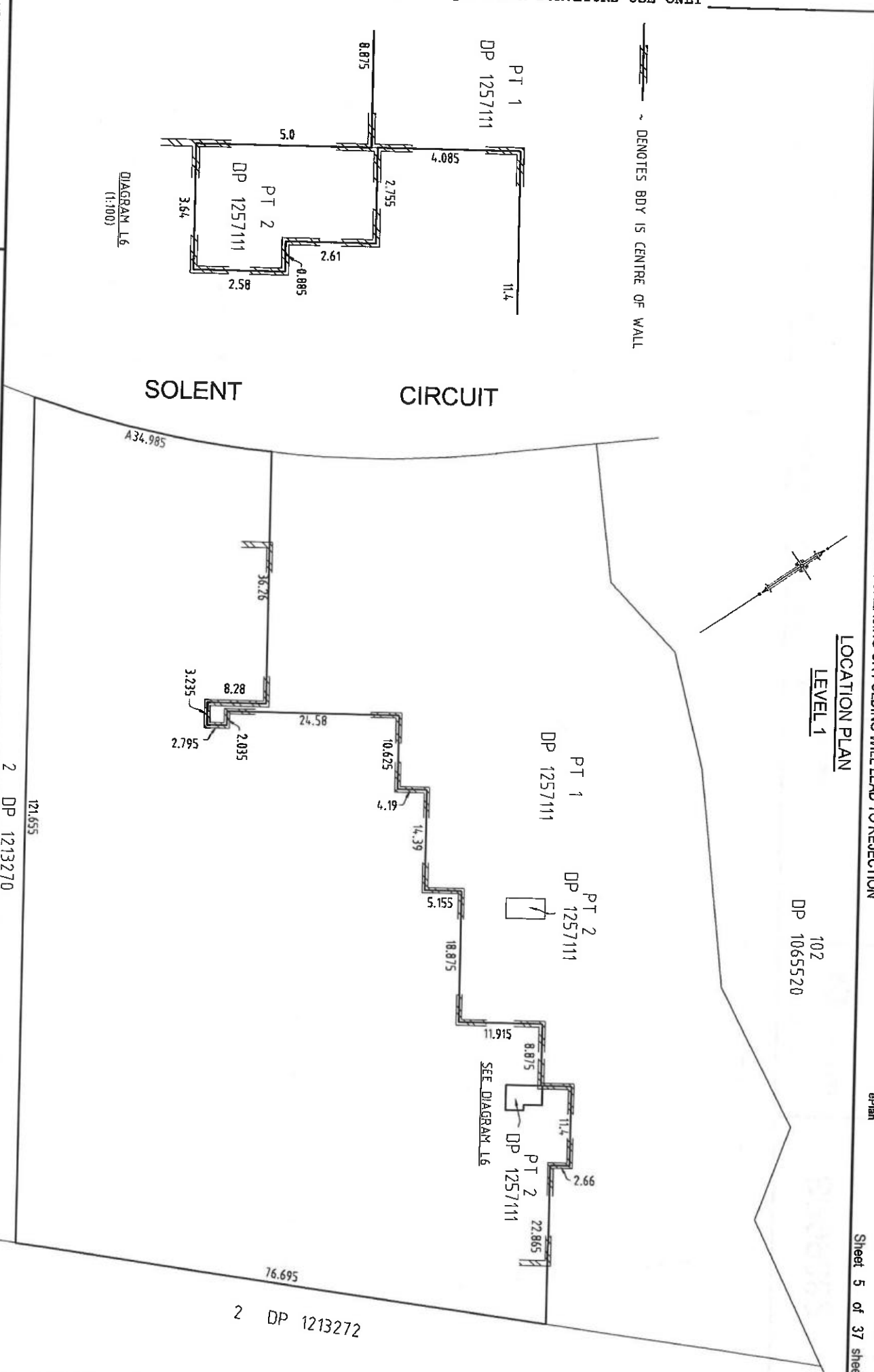
LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 200  
 Lengths are in metres.



Registered

29.5.2020

SP99882



**SURVEYOR**  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 500  
 Lengths are in metres.

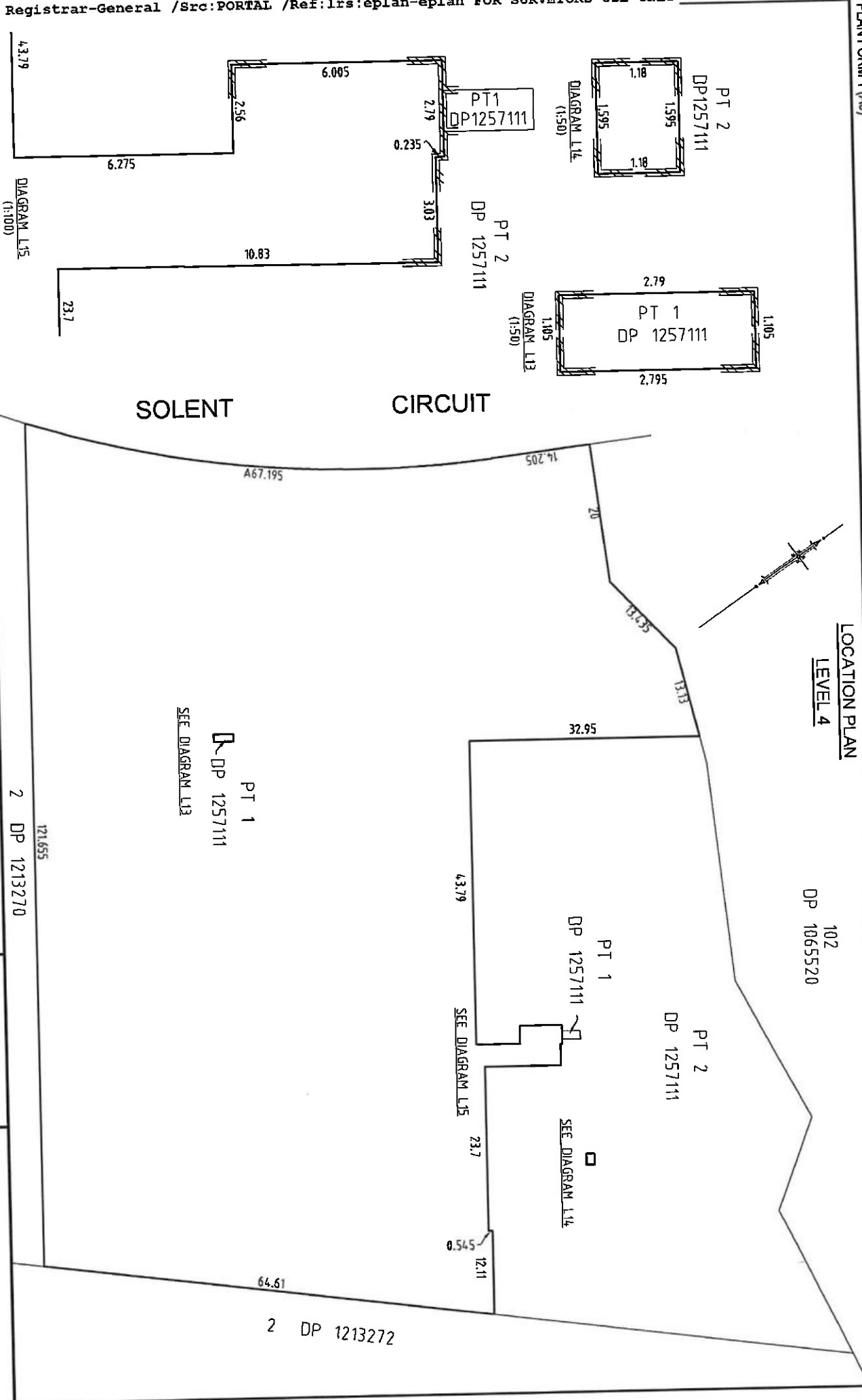
Registered  
 29.5.2020

**SP99882**

2 DP 1213270  
 121.655  
 2 DP 1213272  
 76.695







LOCATION PLAN  
LEVEL 4

SURVEYOR  
Name: MATTHEW GRAHAM SMITH  
Date: 26-05-2020  
Surveyor's Reference: 50088 0139P

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
Locality: NORTHWEST  
Reduction Ratio 1: 600  
Lengths are in metres.



Registered

29.5.2020

SP99882

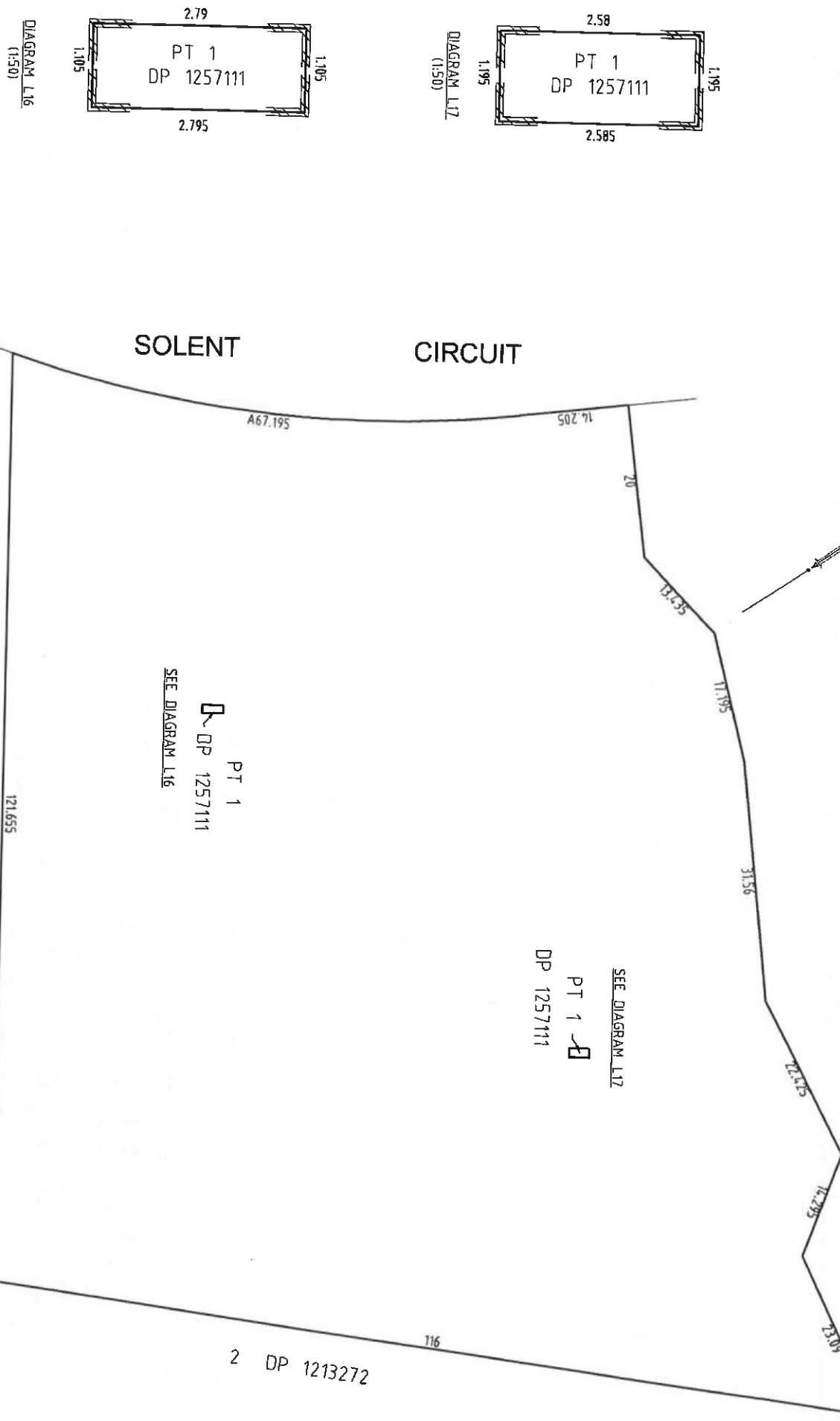
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

eplan

Sheet 9 of 37 sheet(s)

LOCATION PLAN  
 LEVEL 5 & ABOVE

DP 102  
 DP 1065520



SURVEYOR

Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 600  
 Lengths are in metres.

2 DP 1213270

Registered

29.5.2020



SP99882

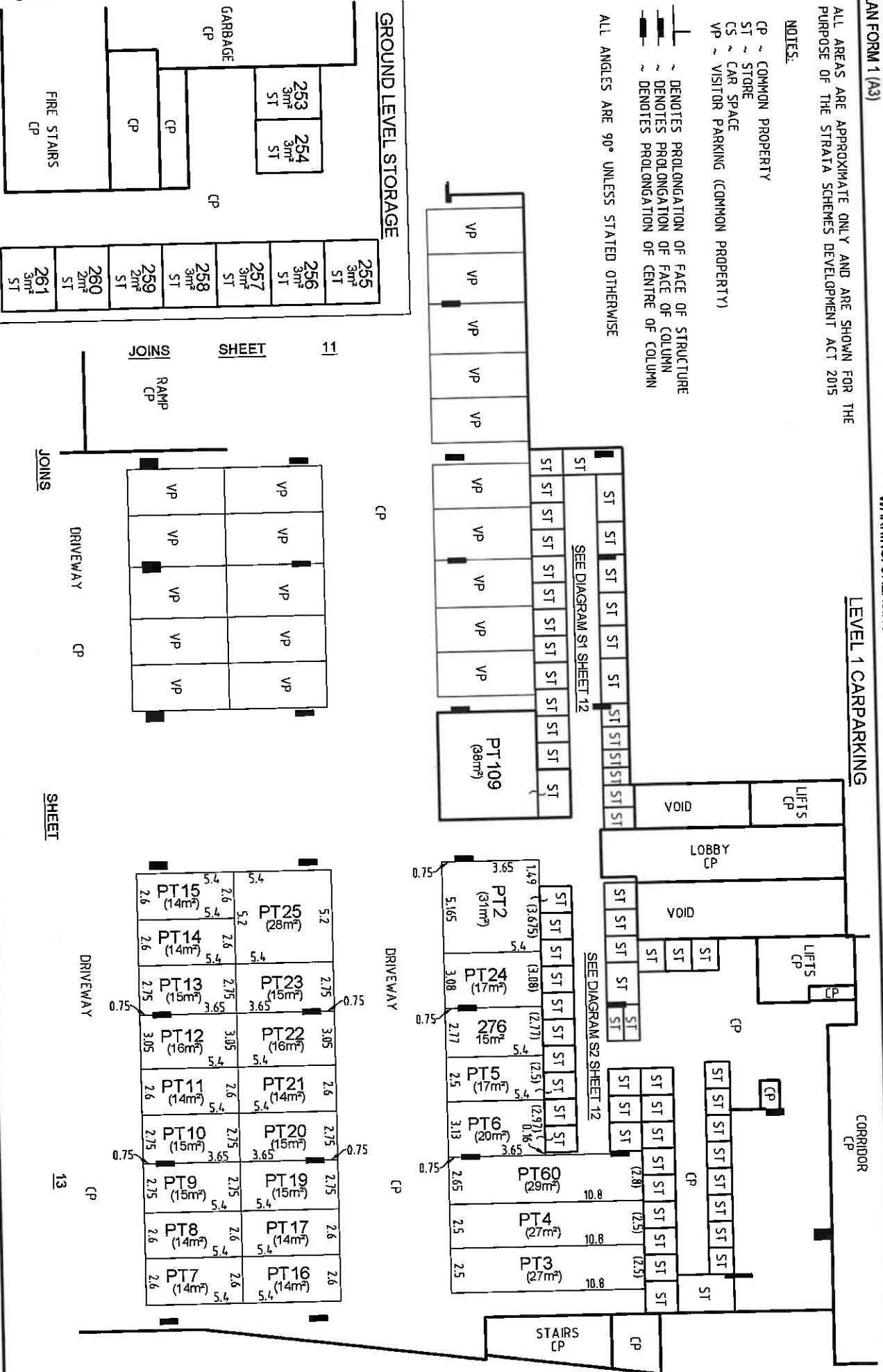
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

NOTES:

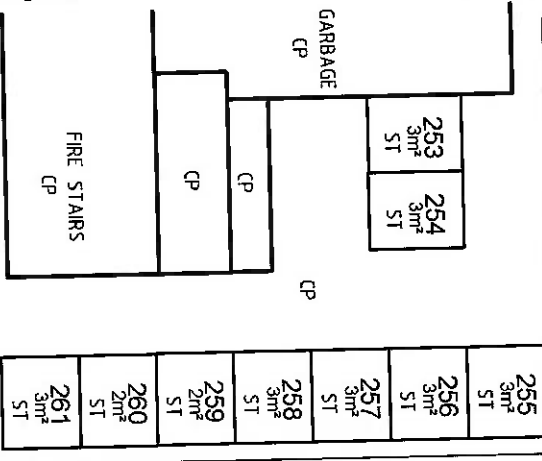
- CP ~ COMMON PROPERTY
- ST ~ STORE
- CS ~ CAR SPACE
- VP ~ VISITOR PARKING (COMMON PROPERTY)

- DENOTES PROLONGATION OF FACE OF STRUCTURE
- DENOTES PROLONGATION OF FACE OF COLUMN
- DENOTES PROLONGATION OF CENTRE OF COLUMN

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE



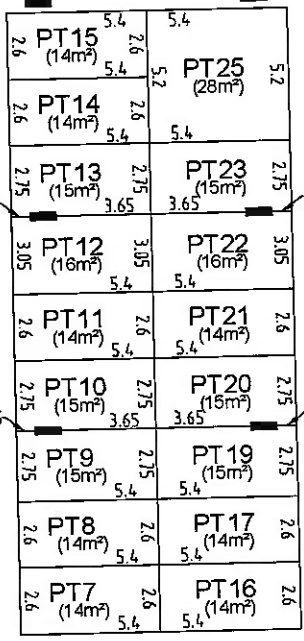
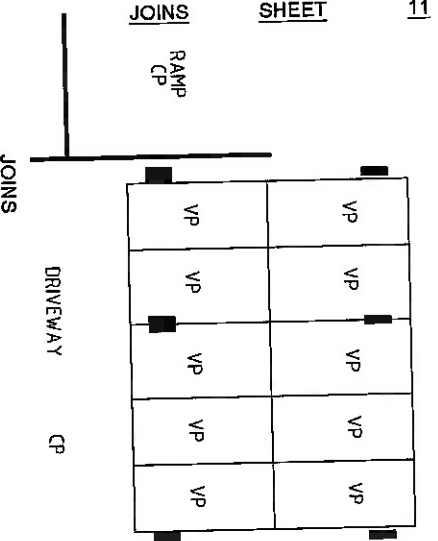
GROUND LEVEL STORAGE



SCALE 1:100

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 28-05-2020  
 Surveyor's Reference: 50088 013SP



LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 200  
 Lengths are in metres.



Registered  
 29.5.2020

SP99882

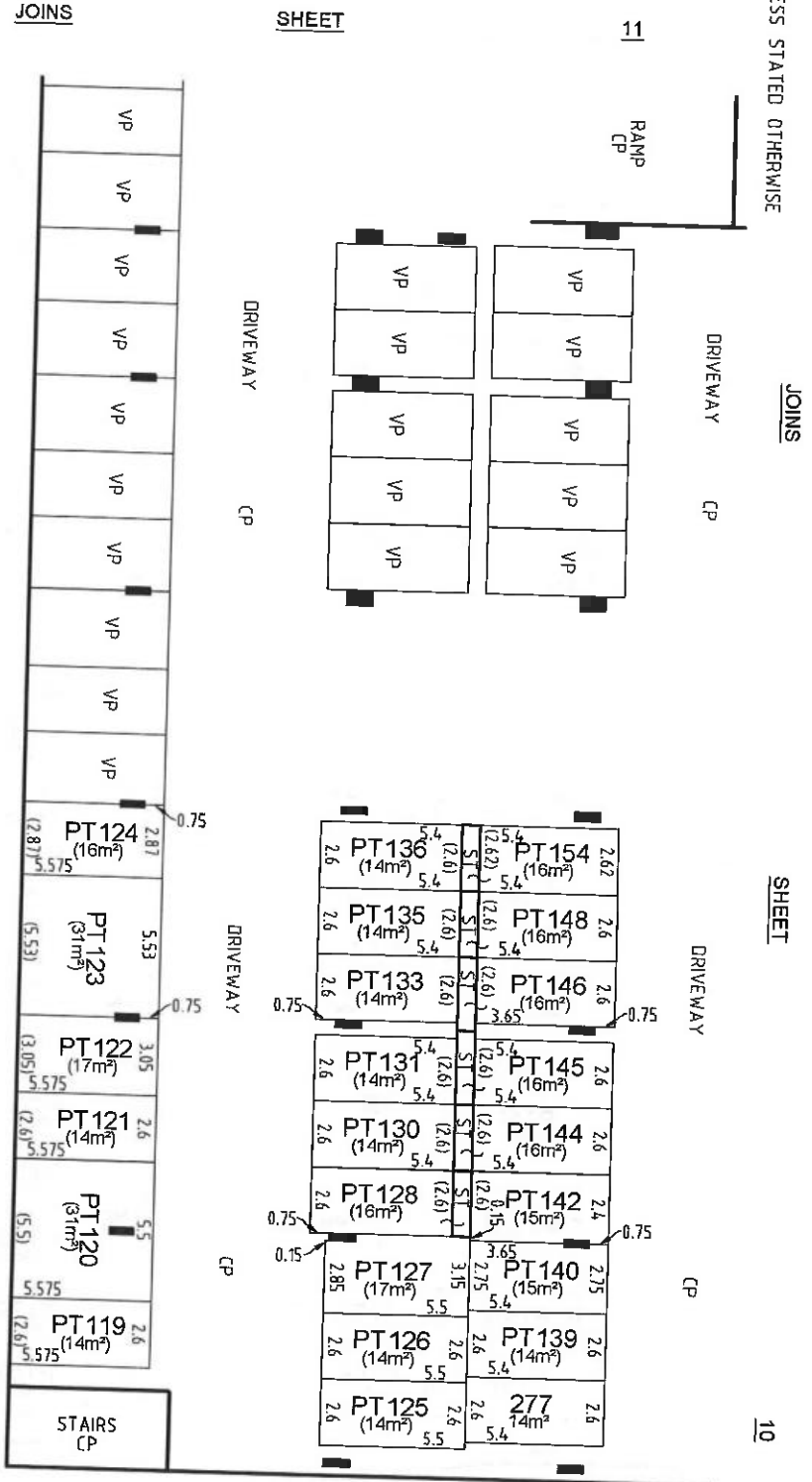




LEVEL 1 CARPARKING

- NOTES:
- CP ~ COMMON PROPERTY
  - ST ~ STORE
  - VP ~ VISITOR PARKING (COMMON PROPERTY)
  - ~ DENOTES PROLONGATION OF FACE OF STRUCTURE
  - ~ DENOTES PROLONGATION OF FACE OF COLUMN
  - ~ DENOTES PROLONGATION OF CENTRE OF COLUMN

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

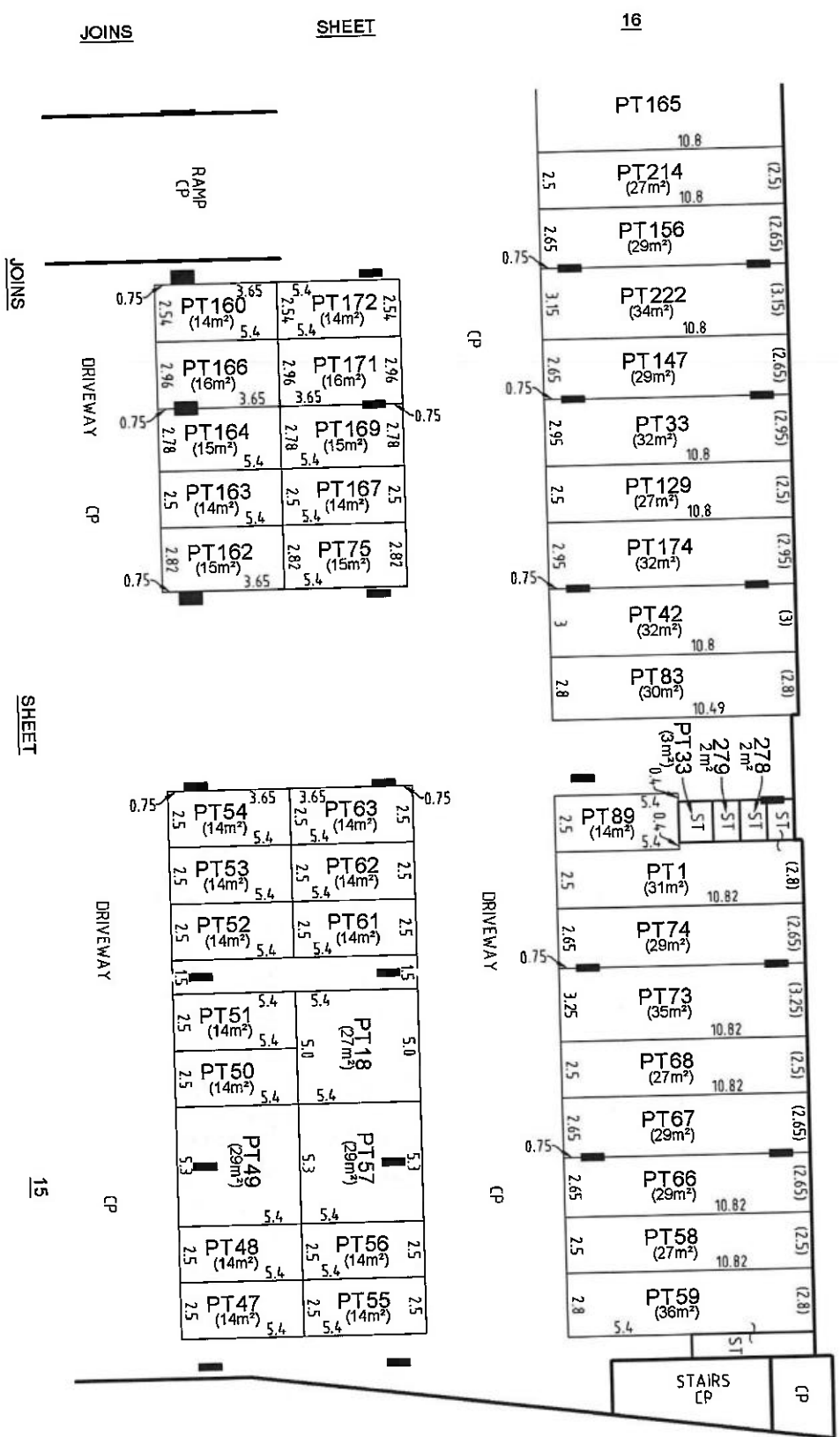
Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 0133P

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 200  
 Lengths are in metres.

Registered  
 29.5.2020

SP99882



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 200  
 Lengths are in metres.

Registered  
 29.5.2020  
 DENOTES PROLONGATION OF FACE OF STRUCTURE  
 DENOTES PROLONGATION OF FACE OF COLUMN  
 DENOTES PROLONGATION OF CENTRE OF COLUMN

NOTES:

CP ~ COMMON PROPERTY  
 ST ~ STORE

SHEET

15

SHEET

16

JOINS

JOINS

DRIVEWAY

CP

DRIVEWAY

CP

RAMP  
 CP

CP

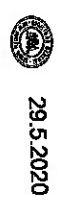
DRIVEWAY

CP

STAIRS  
 CP

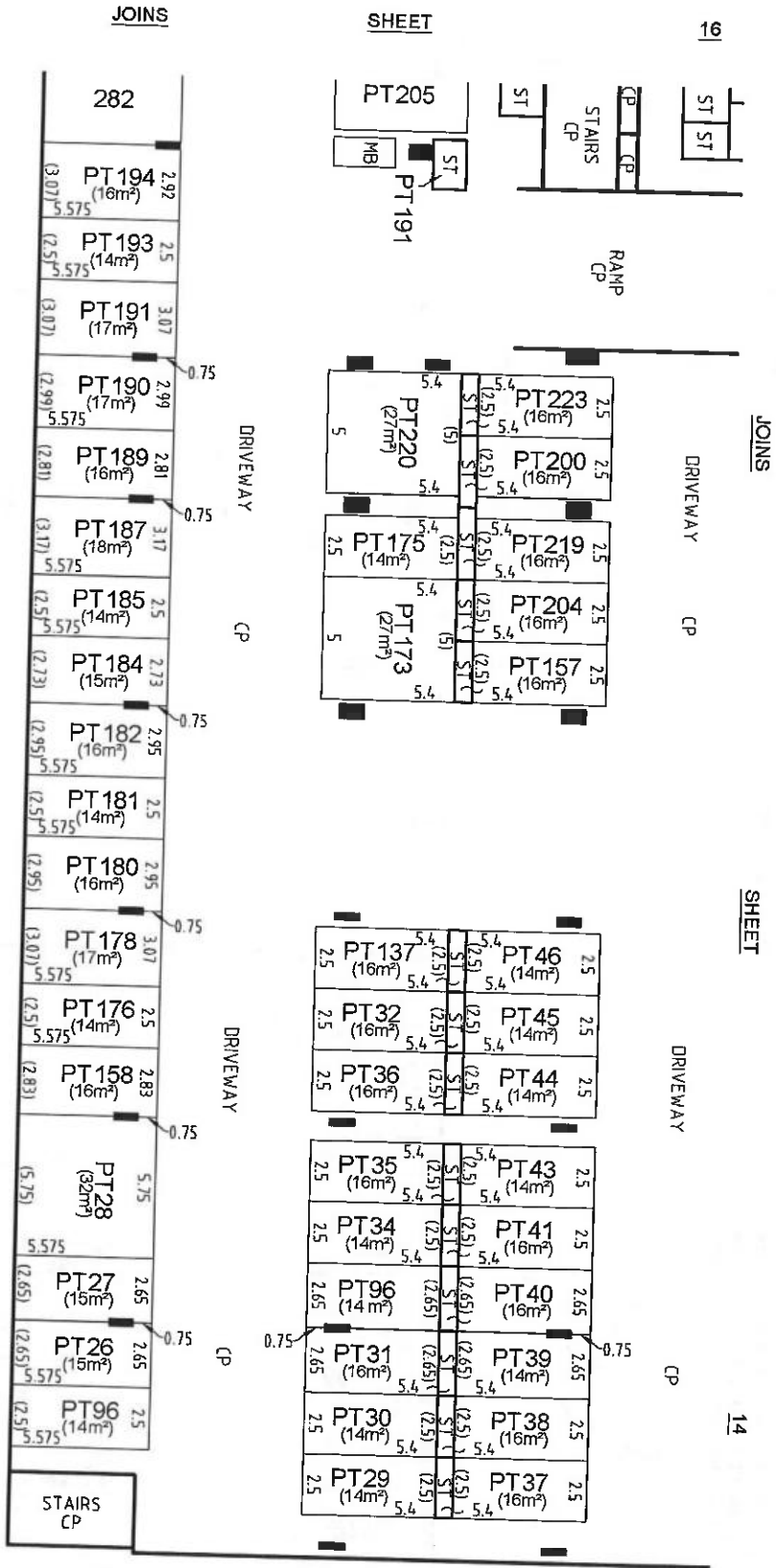
CP

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP



SP99882

LEVEL 2 CAR PARKING



NOTES:

- CP ~ COMMON PROPERTY
- CS ~ CAR SPACE
- ST ~ STORE
- MB ~ MOTORBIKE PARKING (COMMON PROPERTY)
- DENOTES PROLONGATION OF FACE OF STRUCTURE
- DENOTES PROLONGATION OF FACE OF COLUMN
- DENOTES PROLONGATION OF CENTRE OF COLUMN

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50068 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

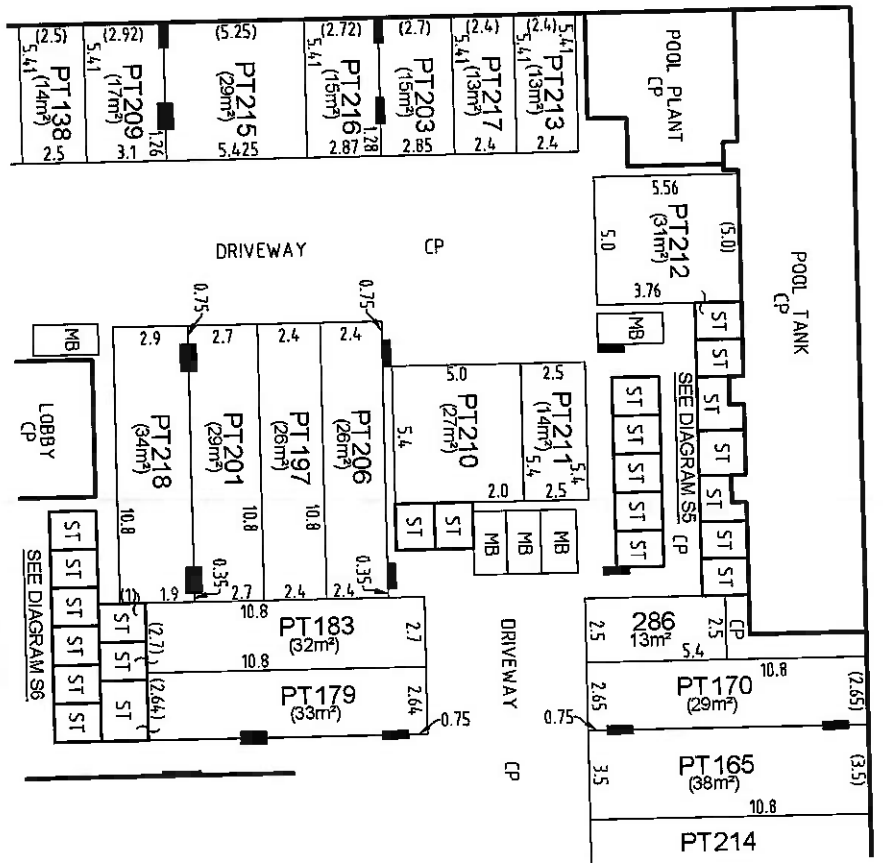
LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 200  
 Lengths are in metres.

Registered

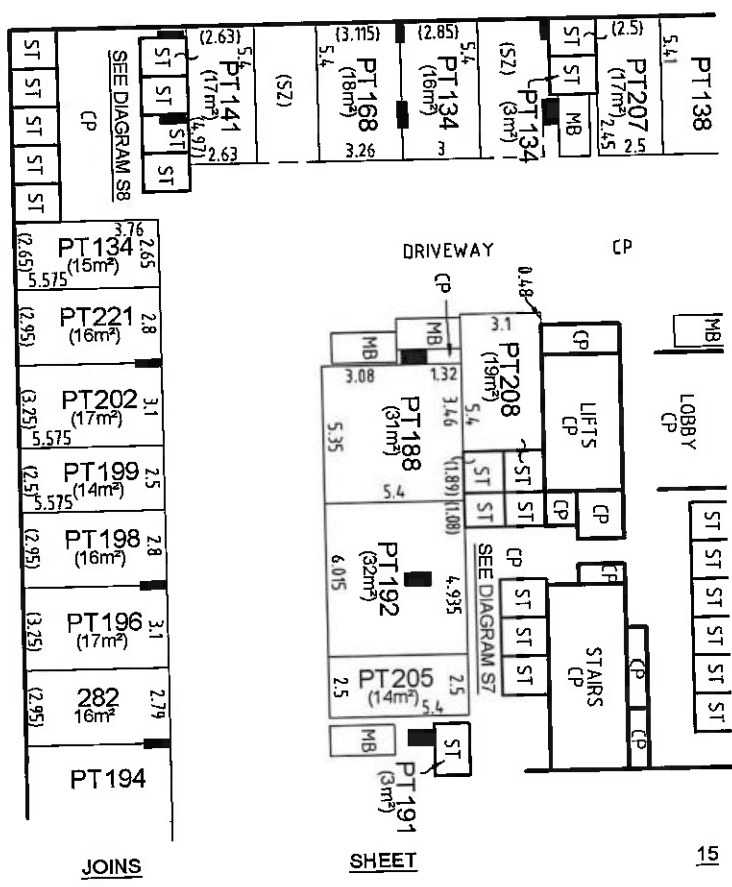
29.5.2020

SP99882

LEVEL 2 CARPARKING



JOINS SHEET 14



JOINS SHEET 15

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SEE SHEET 17 FOR DIAGRAMS S5, S6, S7 & S8

JOINS

ABOVE

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE

Locality: NORWICH

Reduction Ratio 1: 200

Lengths are in metres.

Registered



29.5.2020

SP99882

- NOTES:
- CP ~ COMMON PROPERTY
  - CS ~ CAR SPACE
  - ST ~ STORE
  - MB ~ MOTORBIKE PARKING (COMMON PROPERTY)
  - (SZ) ~ SHARED ZONE (COMMON PROPERTY)
  - DENOTES PROLONGATION OF FACE OF STRUCTURE
  - DENOTES PROLONGATION OF FACE OF COLUMN
  - DENOTES PROLONGATION OF CENTRE OF COLUMN

LEVEL 2 - STORAGE DIAGRAMS

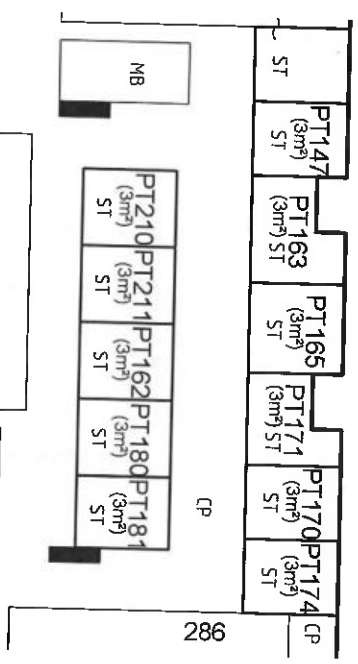


DIAGRAM S5  
SCALE 1:100

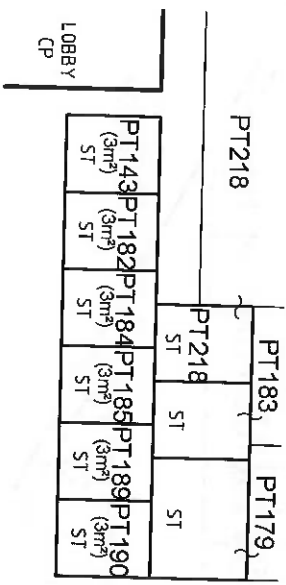


DIAGRAM S6  
SCALE 1:100

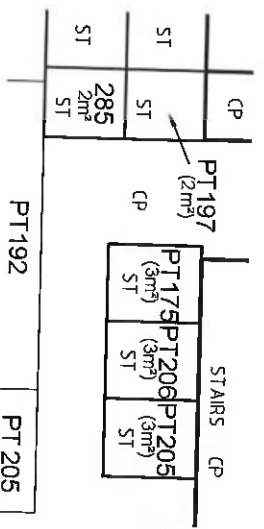


DIAGRAM S7  
SCALE 1:100

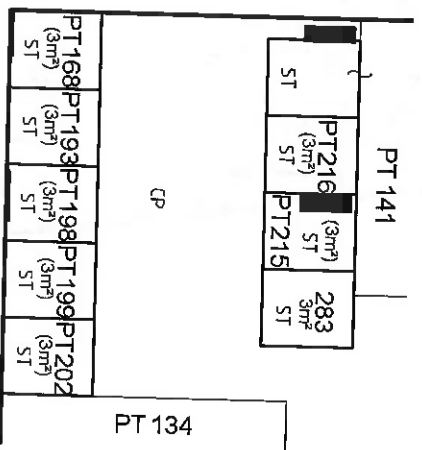


DIAGRAM S8  
SCALE 1:100

NOTES:

- CP ~ COMMON PROPERTY
- CS ~ CAR SPACE
- ST ~ STORE
- MB ~ MOTORBIKE PARKING (COMMON PROPERTY)

SURVEYOR  
Name: MATTHEW GRAHAM SMITH

Date: 28-05-2020

Surveyor's Reference: 50098 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
Locality: NORTHWEST  
Reduction Ratio 1: 100  
Lengths are in metres.

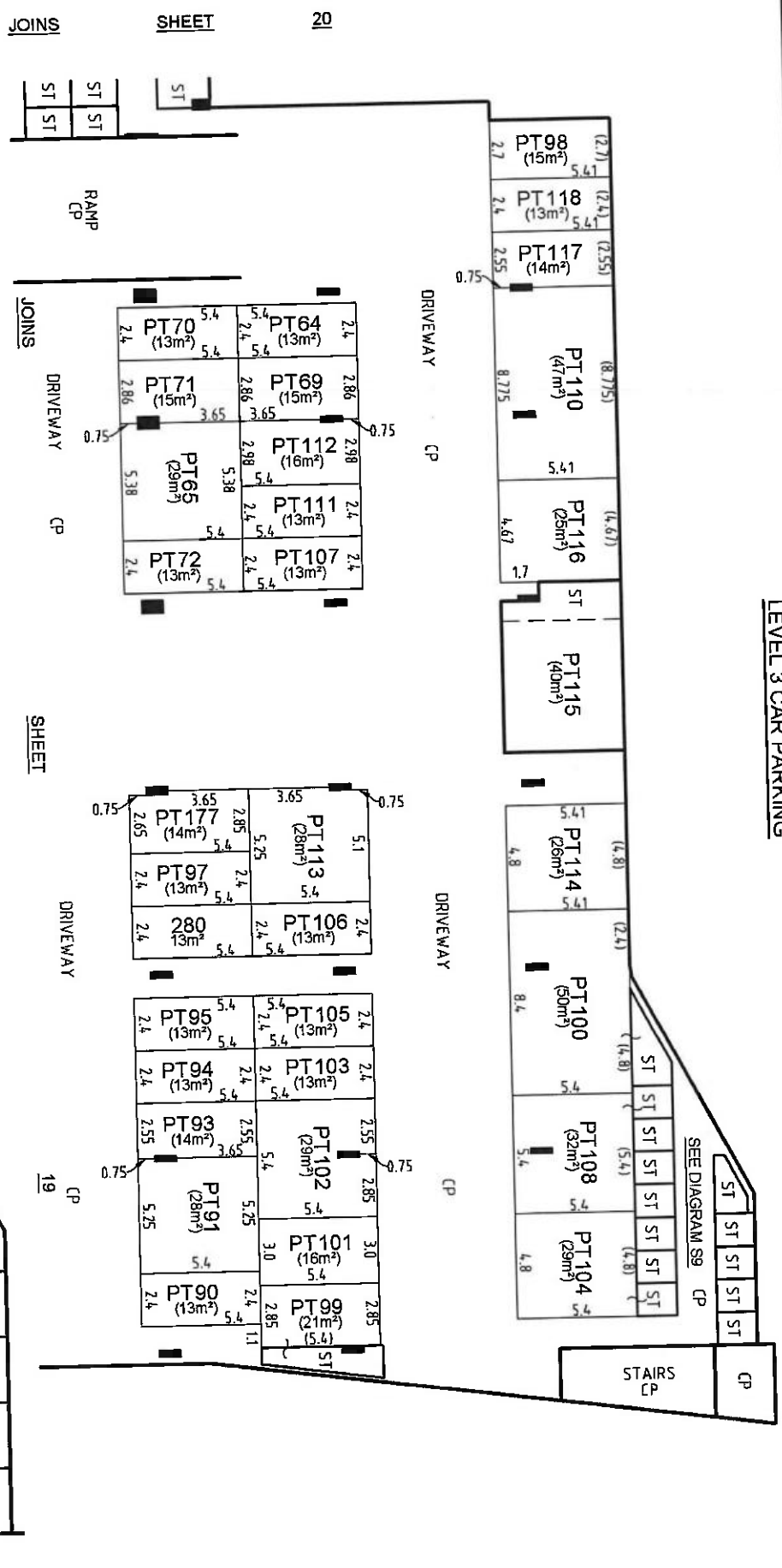
Registered

29.5.2020

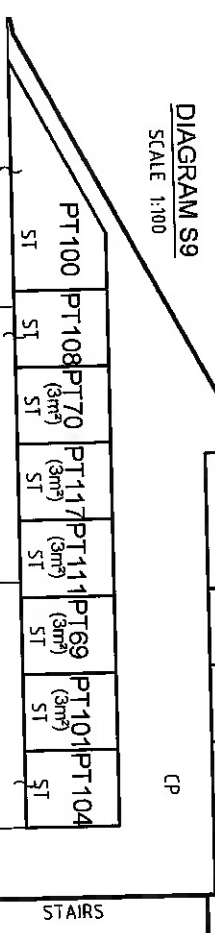
SP99882

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

LEVEL 3 CAR PARKING



NOTES:  
 CP ~ COMMON PROPERTY  
 ST ~ STORE  
 DENOTES PROLONGATION OF FACE OF STRUCTURE  
 DENOTES PROLONGATION OF FACE OF COLUMN  
 DENOTES PROLONGATION OF CENTRE OF COLUMN  
 ALL ANGLES ARE 90° UNLESS STATED OTHERWISE  
 ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



SURVEYOR: **MATTHEW GRAHAM SMITH**  
 Name: **MATTHEW GRAHAM SMITH**  
 Date: **26-05-2020**  
 Surveyor's Reference: **50098 013SP**

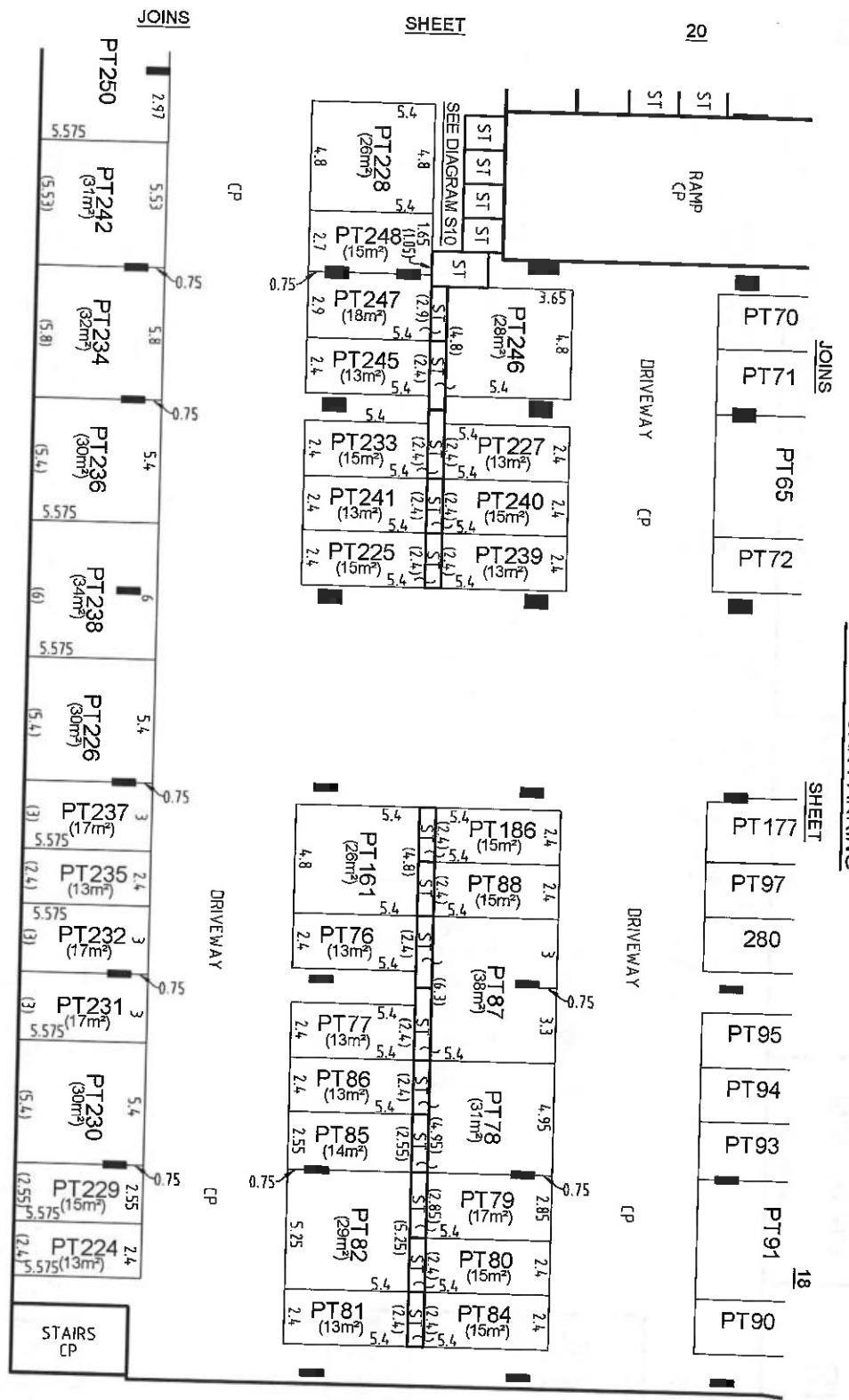
PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORWIST  
 Reduction Ratio 1: 200  
 Lengths are in metres.

Registered **29.5.2020**

**SP99882**

LEVEL 3 CAR PARKING

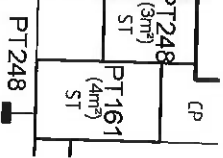


NOTES:  
 CP ~ COMMON PROPERTY  
 ST ~ STORE  
 ~ DENOTES PROLONGATION OF FACE OF STRUCTURE  
 ~ DENOTES PROLONGATION OF FACE OF COLUMN  
 ~ DENOTES PROLONGATION OF CENTRE OF COLUMN

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

DIAGRAM S10  
 SCALE 1:100



SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 28-05-2020  
 Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 200  
 Lengths are in metres.



Registered  
 29.5.2020

SP99882

LEVEL 3 CAR PARKING

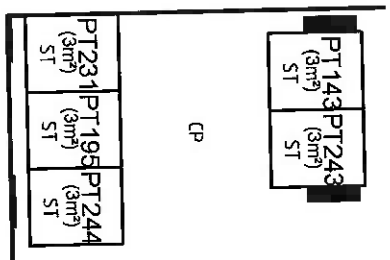
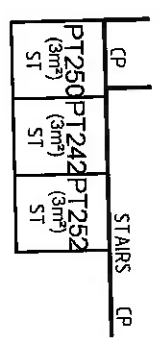
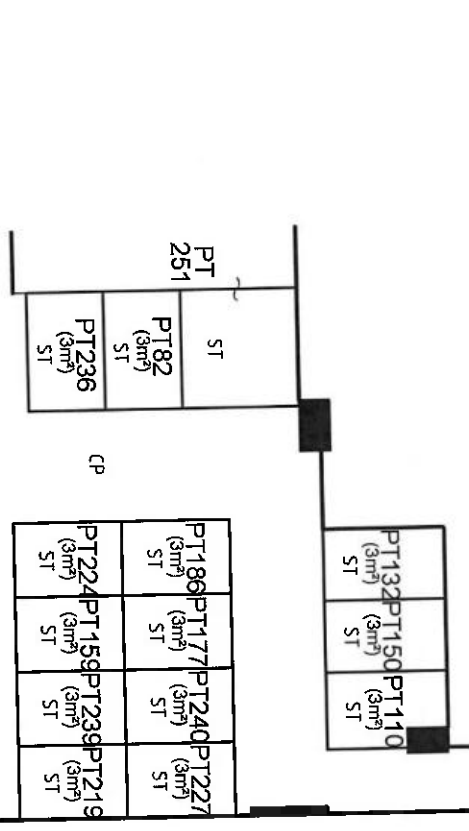
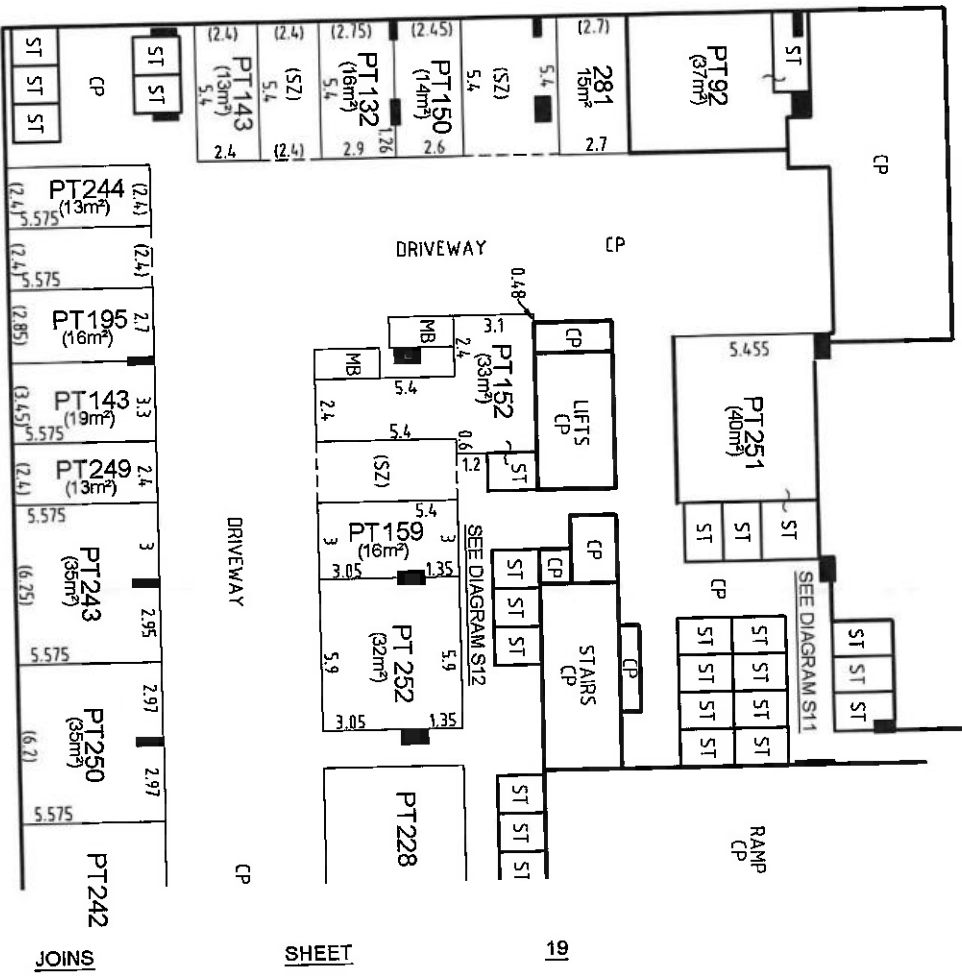


DIAGRAM S12  
SCALE 1:100

DIAGRAM S11  
SCALE 1:100

DIAGRAM S13  
SCALE 1:100

NOTES:  
 CP ~ COMMON PROPERTY  
 ST ~ STORE  
 CS ~ CAR SPACE  
 MB ~ MOTORBIKE PARKING (COMMON PROPERTY)  
 (SZ) ~ SHARED ZONE (COMMON PROPERTY)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

~ DENOTES PROLONGATION OF FACE OF STRUCTURE  
 ~ DENOTES PROLONGATION OF FACE OF COLUMN  
 ~ DENOTES PROLONGATION OF CENTRE OF COLUMN  
 ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE

Locality: NORWIST

Reduction Ratio 1: 200

Lengths are in metres.

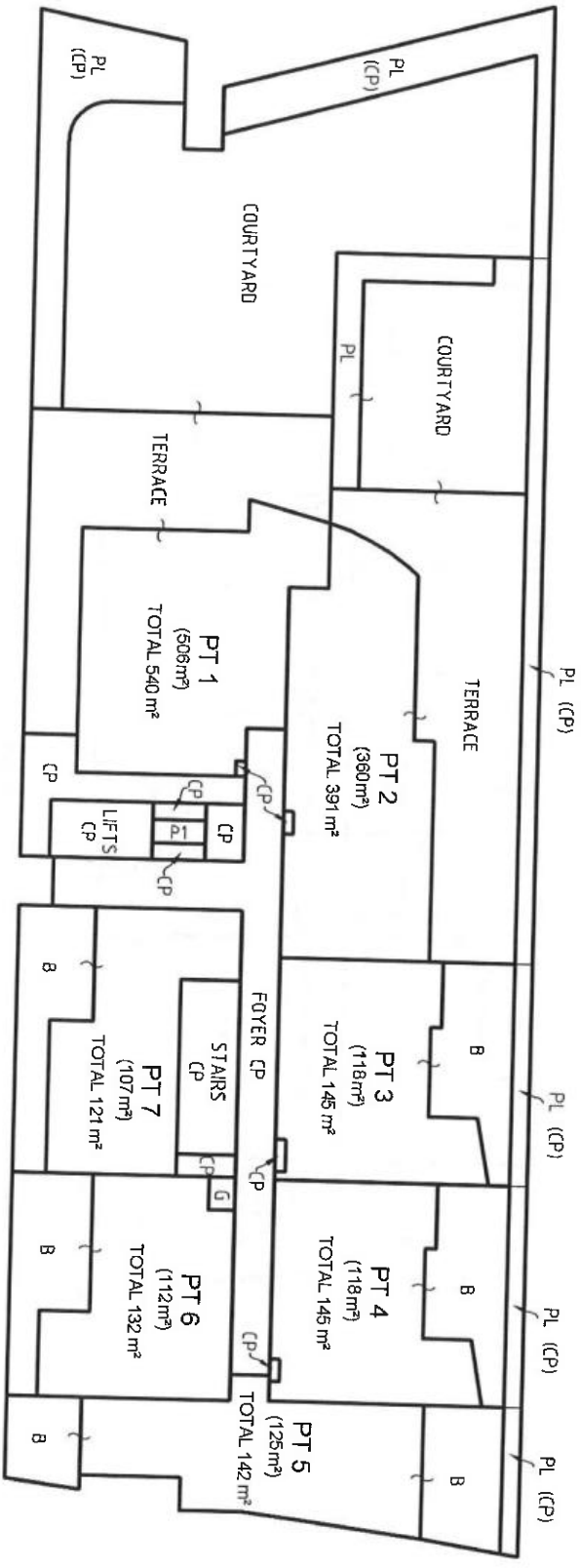
Registered



29.5.2020

SP99882

**BUILDING A**



**LEVEL 5**

**NOTES:**

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- PL ~ PLANTER
- P1 ~ DENOTES LOT 1 IN DP 1257111
- FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
- THE STRATUM OF THE BALCONIES, COURTYARDS, PLANTERS AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT
- ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

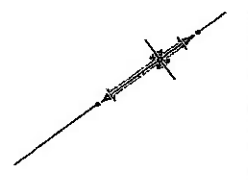
LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

Registered

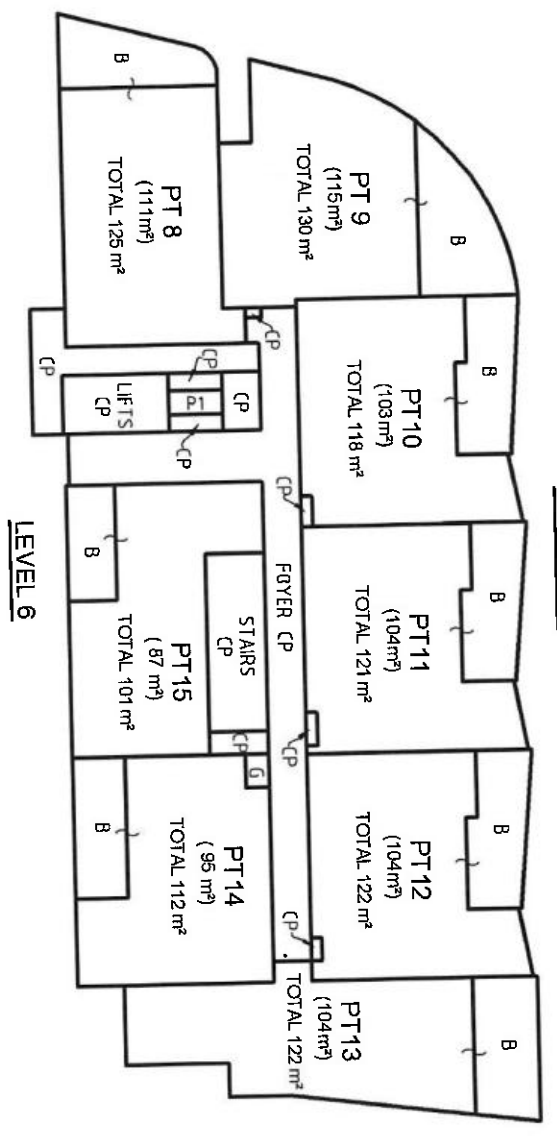
29.5.2020

**SP99882**

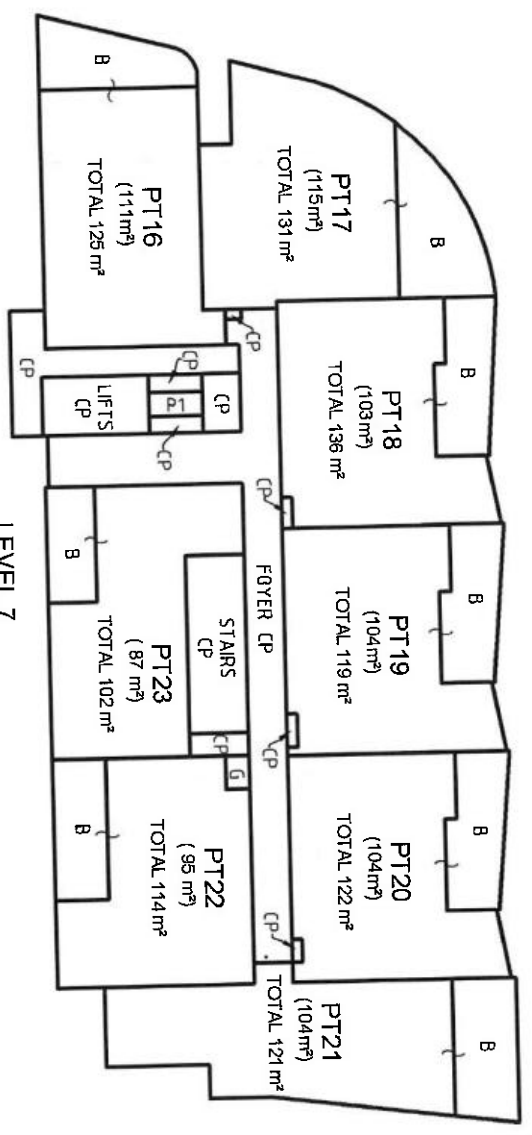




**BUILDING A**



**LEVEL 6**



**LEVEL 7**

NOTES:  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 G ~ GARBAGE CHUTE (CP)  
 P1 ~ DENOTES LOT 1 IN DP 1257111  
 FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT  
 ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.



Registered

29.5.2020

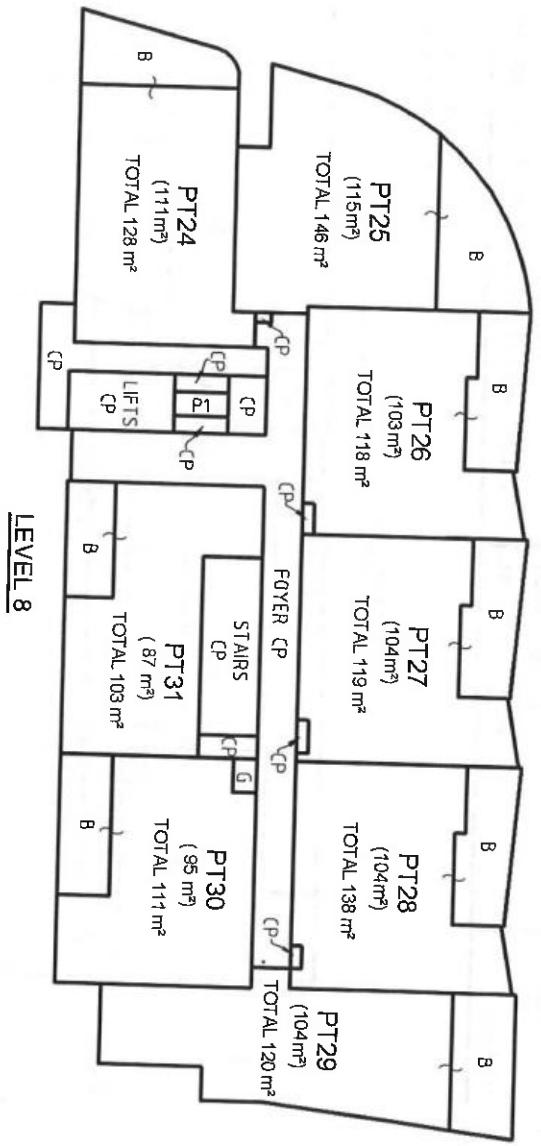
**SP99882**

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan



**BUILDING A**



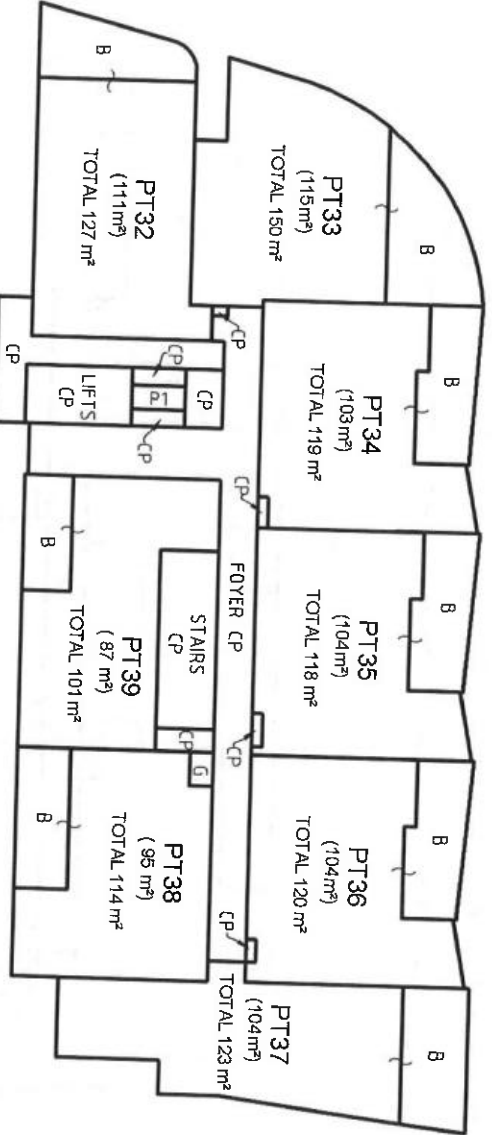
**LEVEL 8**

**NOTES:**  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 G ~ GARBAGE CHUTE (CP)  
 P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**LEVEL 9**



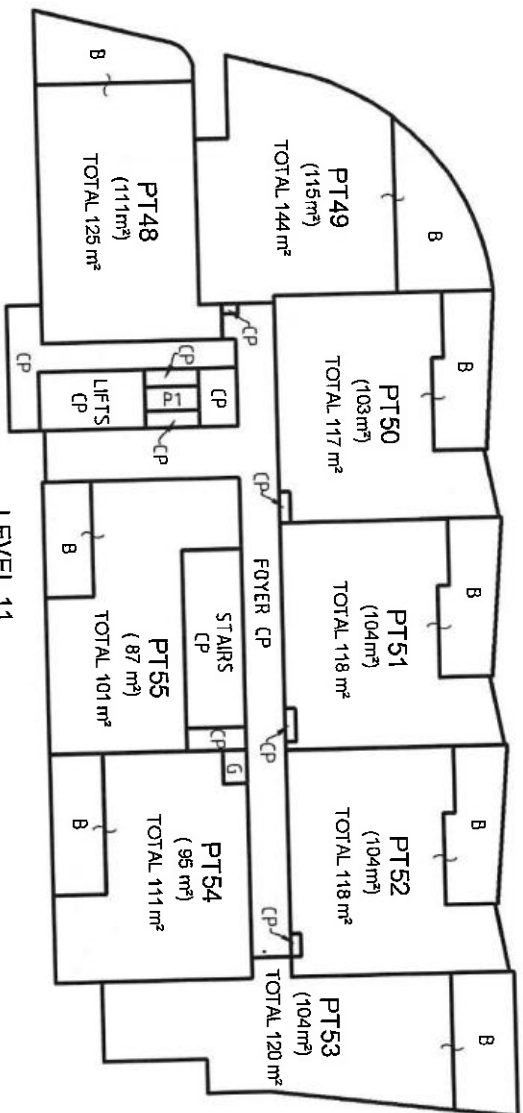
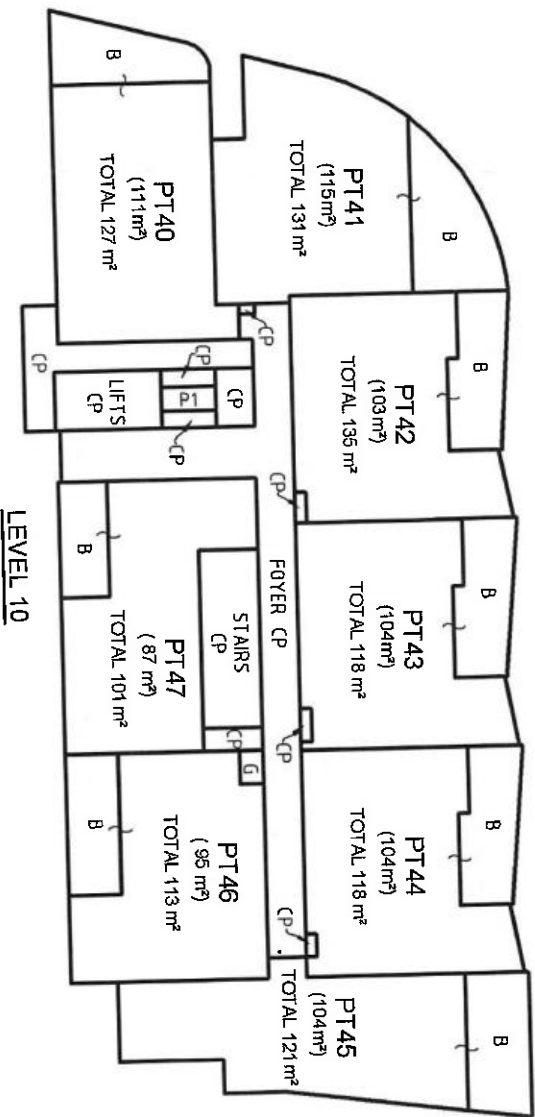
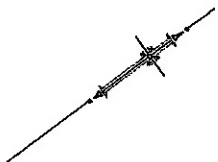
**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

**SURVEYOR**  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

Registered  
 29.5.2020

**SP99882**



**NOTES:**

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)

P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50098 013SP

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

LGA: THE HILLS SHIRE

Locality: NORWEST

Reduction Ratio 1: 250

Lengths are in metres.

Registered

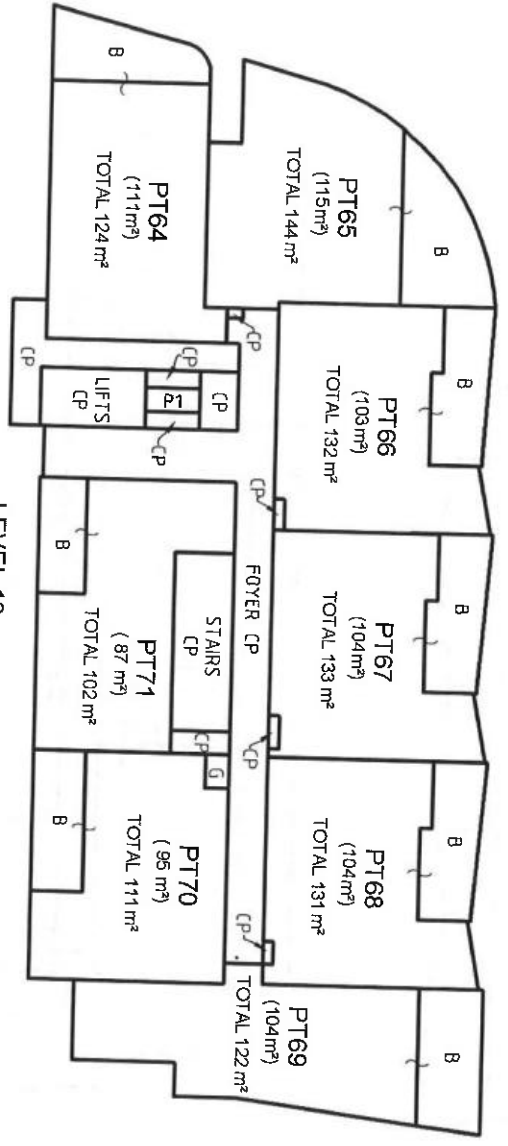
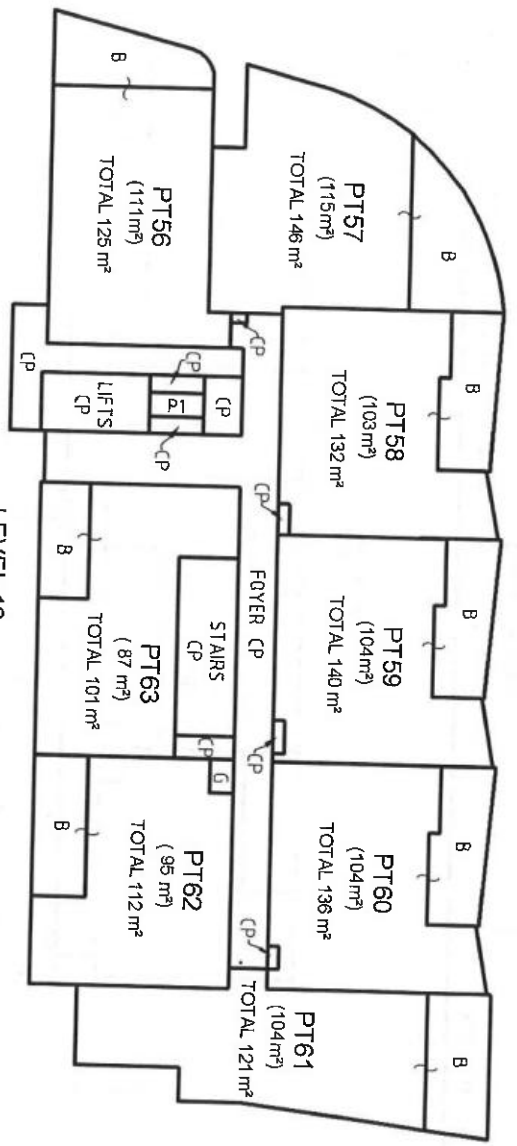


29.5.2020

**SP99882**

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan



**NOTES:**

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDEST AND SURFACE UNLESS COVERED WITHIN THIS LIMIT  
 ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

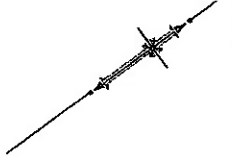
LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

Registered

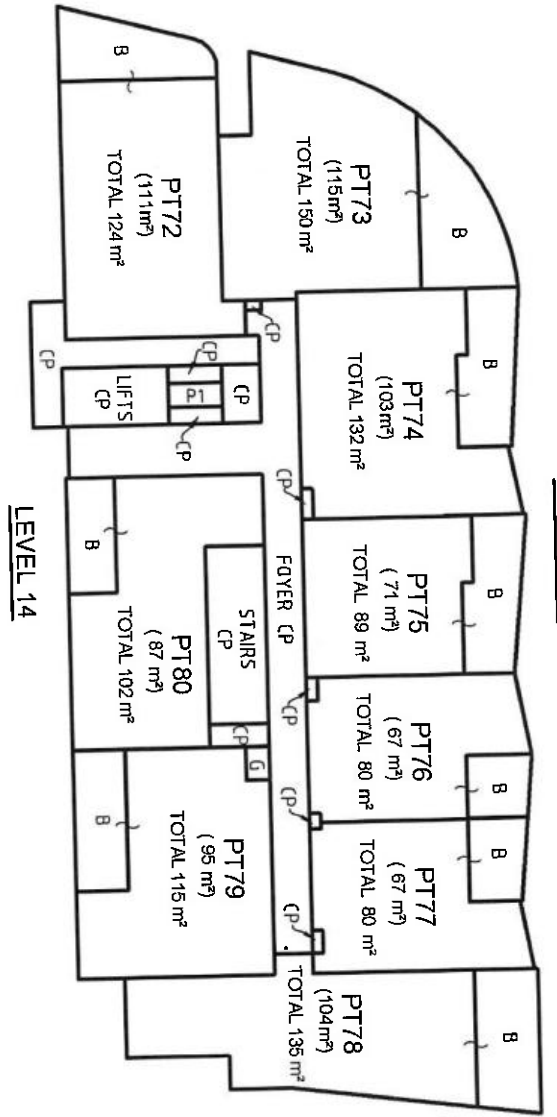
29.5.2020



**SP99882**



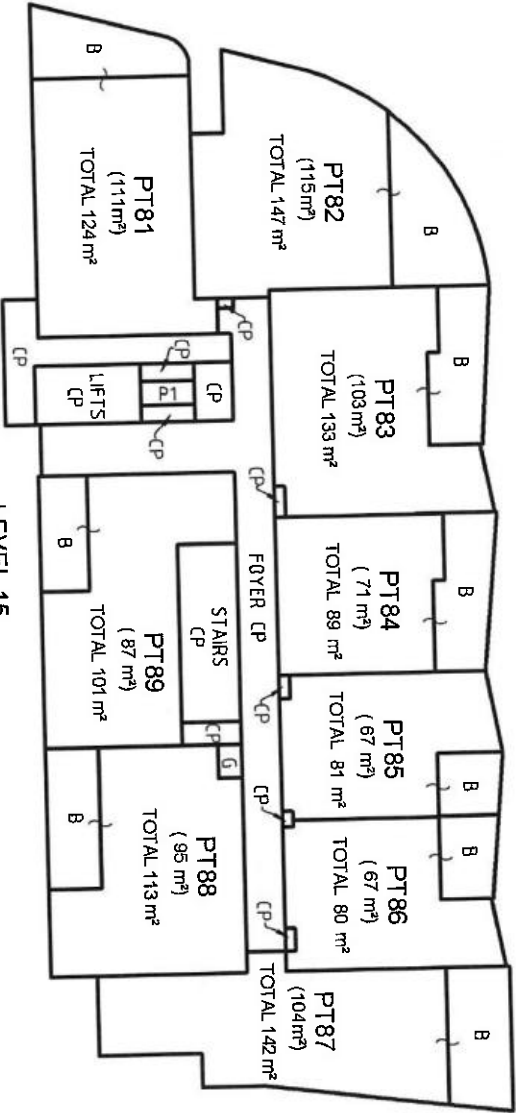
**BUILDING A**



**LEVEL 14**

**NOTES:**  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 G ~ GARBAGE CHUTE (CP)  
 P1 ~ DENOTES LOT 1 IN DP 1257111  
 FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



**LEVEL 15**

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

**SURVEYOR**  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

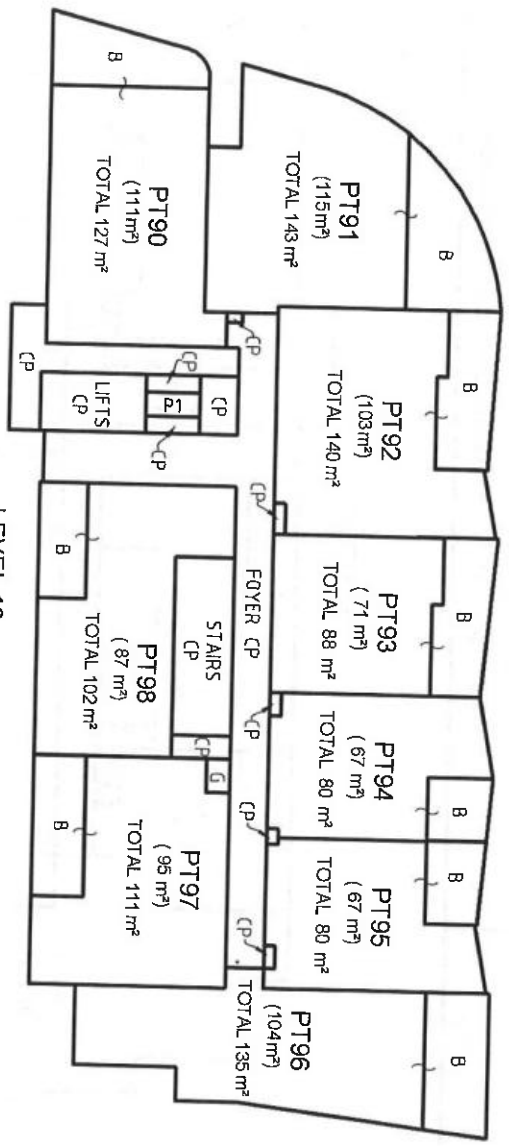
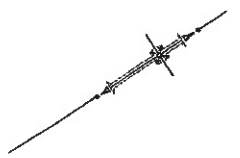
LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.



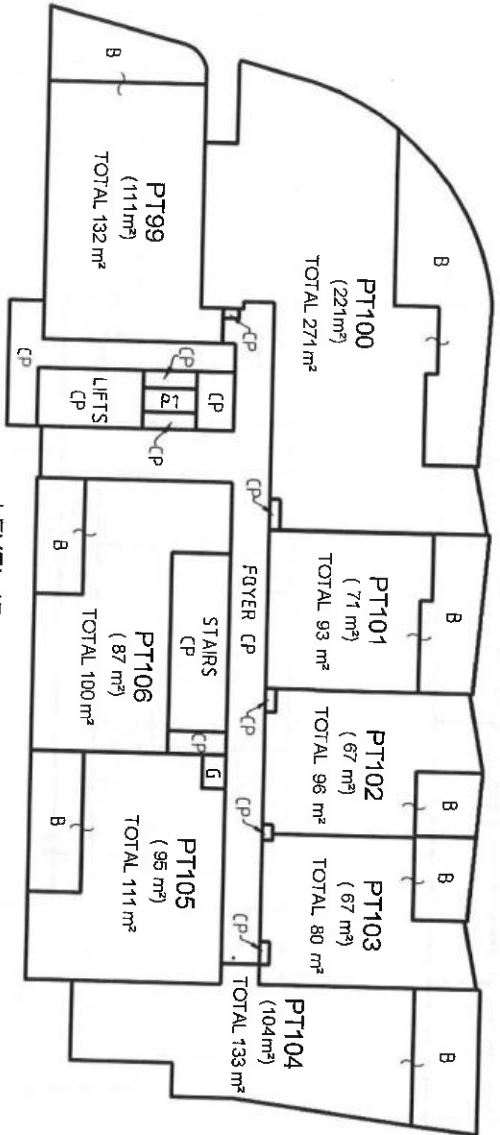
Registered

29.5.2020

**SP99882**



**LEVEL 16**



**LEVEL 17**

**NOTES:**  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 G ~ GARBAGE CHUTE (CP)  
 P1 ~ DENOTES LOT 1 IN DP 1257111  
 FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date: 28-05-2020

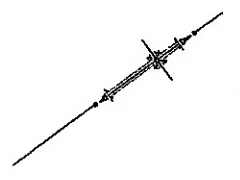
Surveyor's Reference: 50088 073SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

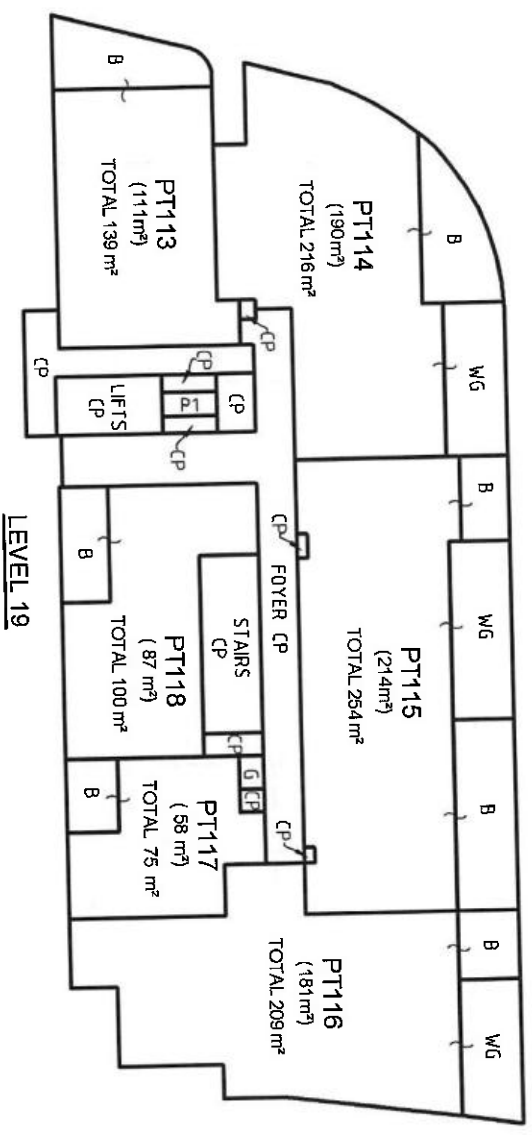
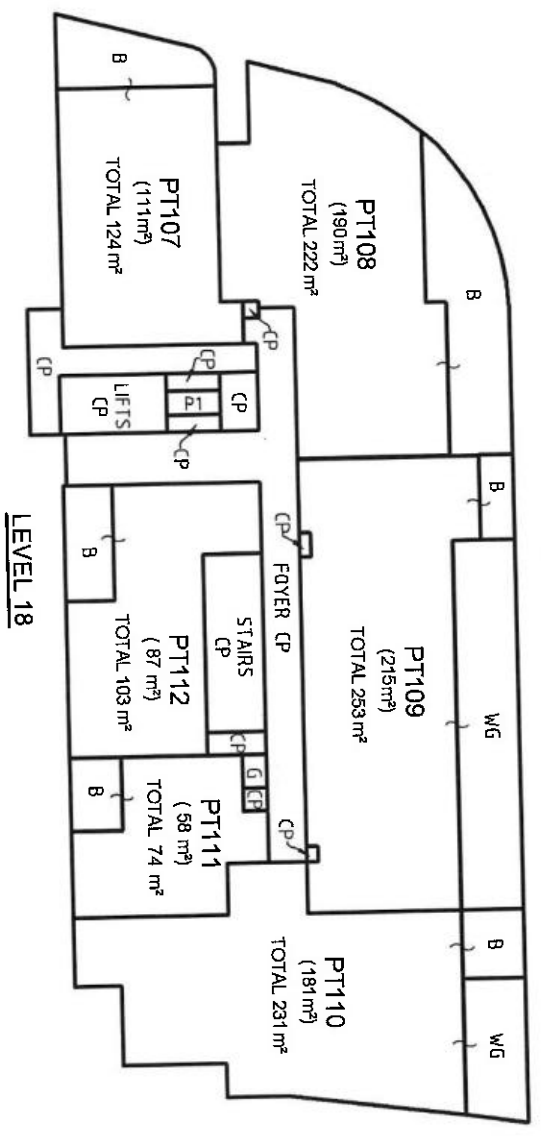
LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

Registered  
 29.5.2020

**SP99882**



**BUILDING A**



**NOTES:**

- B ~ BALCONY
  - CP ~ COMMON PROPERTY
  - G ~ GARBAGE CHUTE (CP)
  - WG ~ WINTER GARDEN
  - P1 ~ DENOTES LOT 1 IN DP 1257111
- FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
- ALL WINTER GARDENS ARE FULLY ENCLOSED
- THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 0133P

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

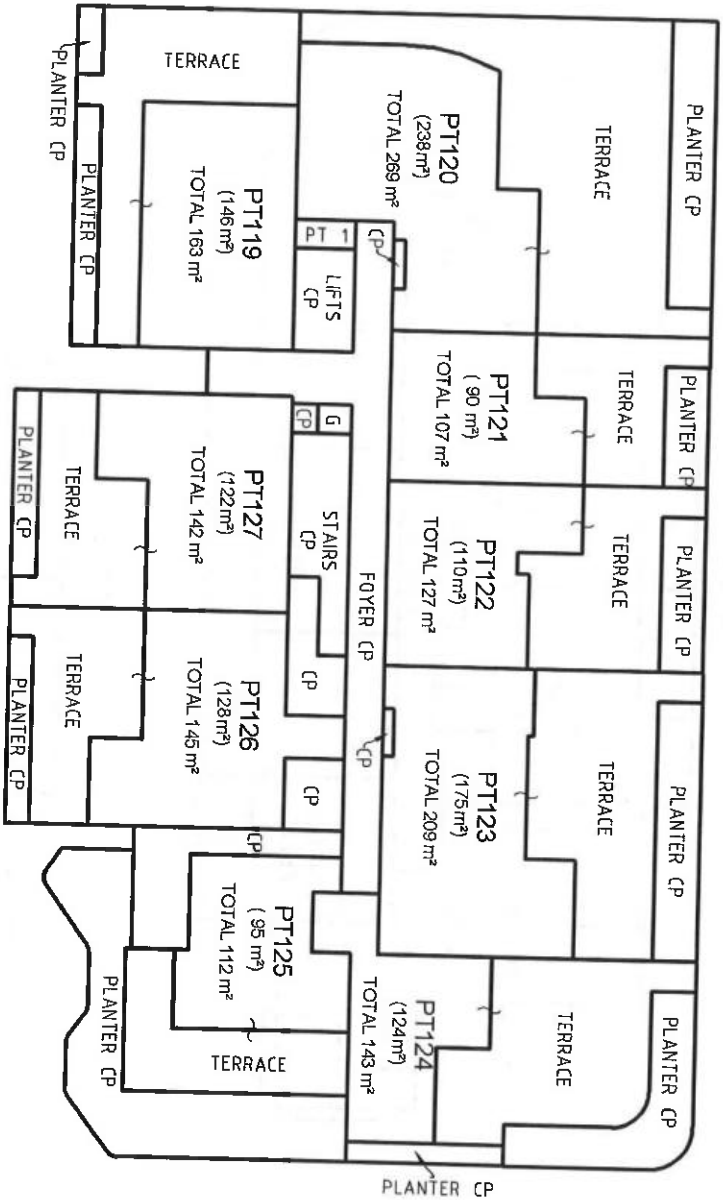
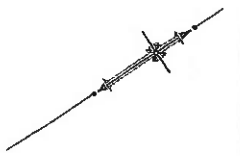
Registered



29.5.2020

**SP99882**

**BUILDING B**



**LEVEL 4**

**NOTES:**

- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- P1 ~ DENOTES LOT 1 IN DP 1257111
- FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
- THE STRATUM OF THE TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT
- ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

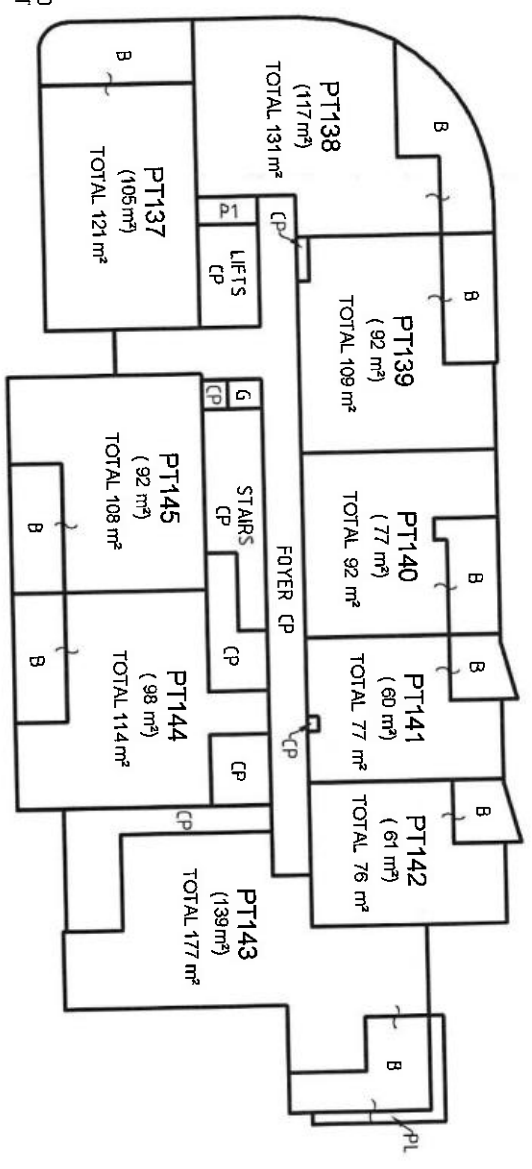
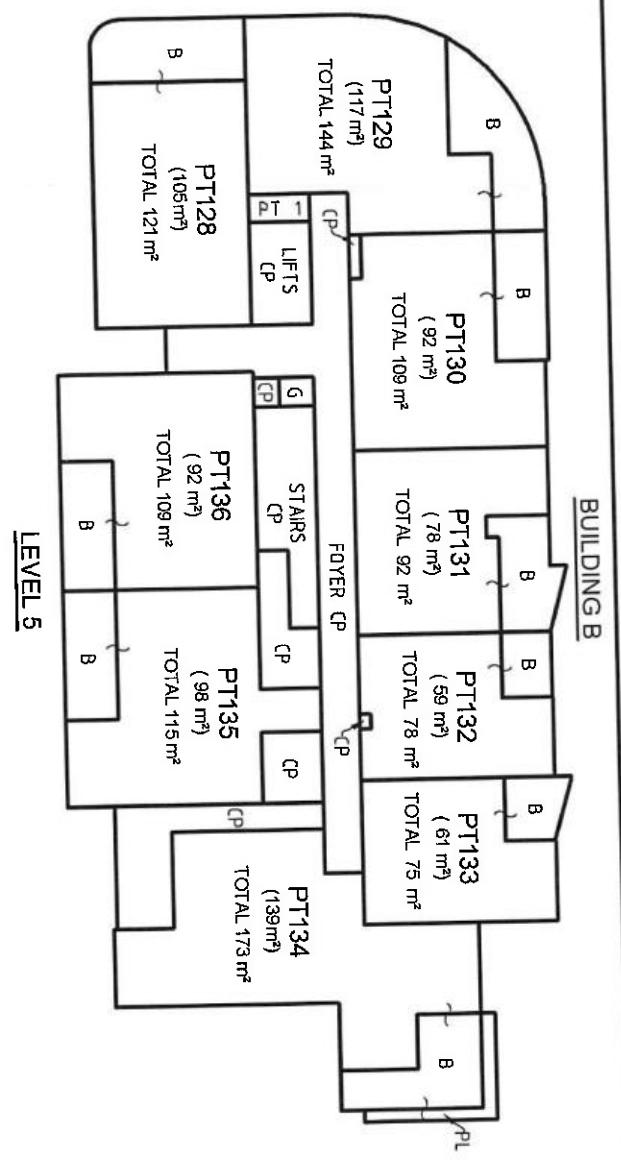
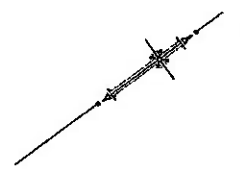
**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.



Registered  
 29.5.2020

**SP99882**



**NOTES:**

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- PL ~ PLANTER

P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50098 013SP

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

**LEVEL 6**

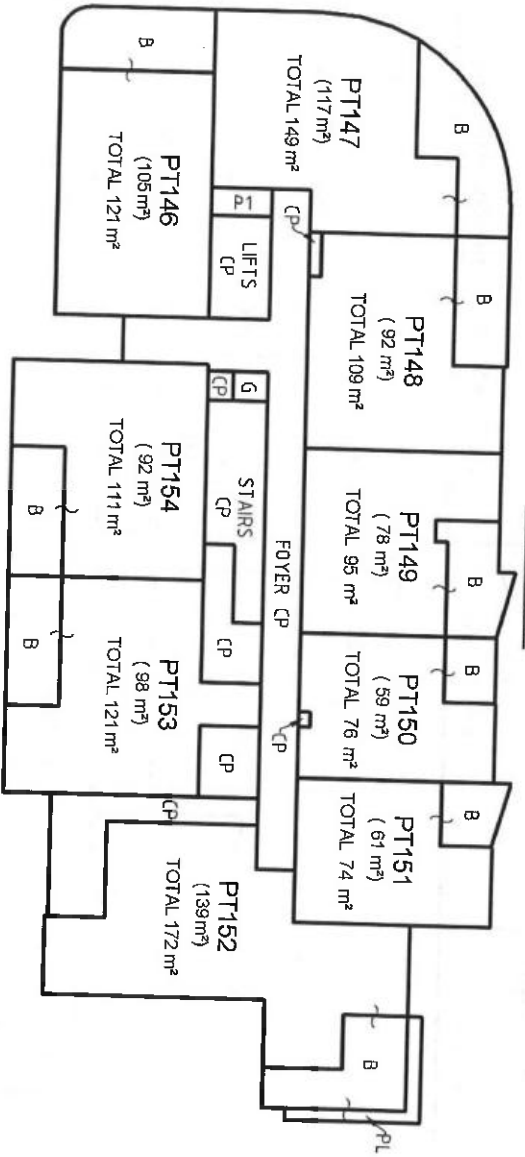
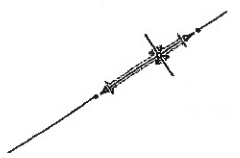
LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.



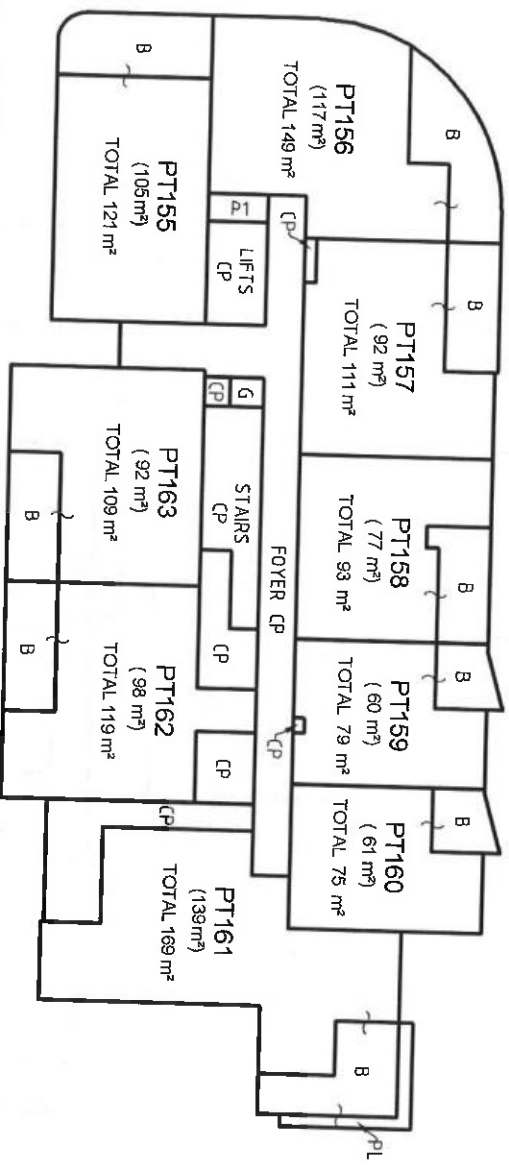
Registered

29.5.2020

**SP99882**



LEVEL 7



LEVEL 8

NOTES:  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 G ~ GARBAGE CHUTE (CP)  
 PL ~ PLANTER  
 P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50088 0135P

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE

Locality: NORWEST

Reduction Ratio 1: 250

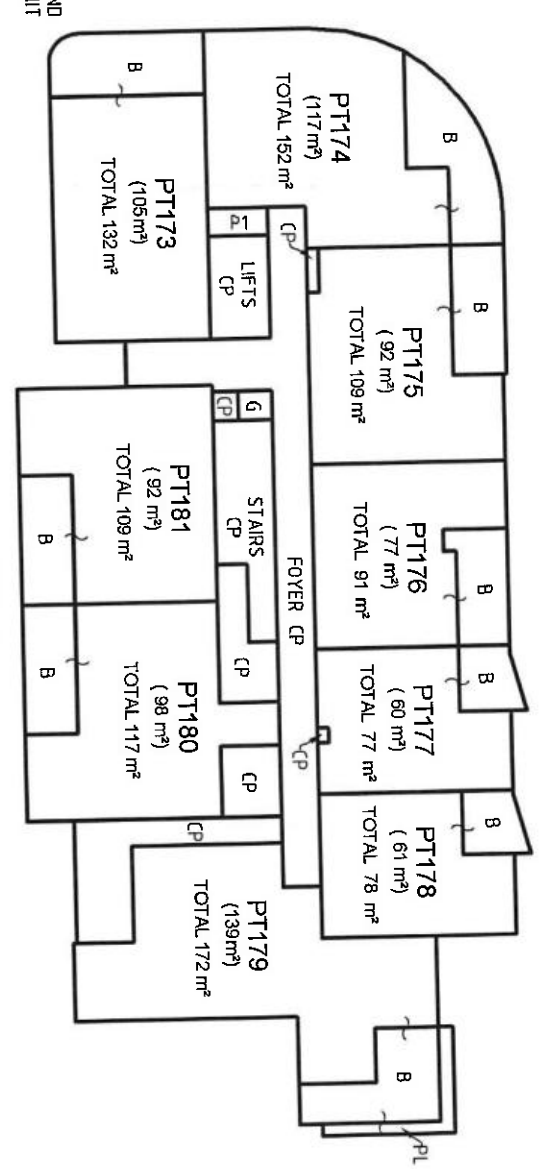
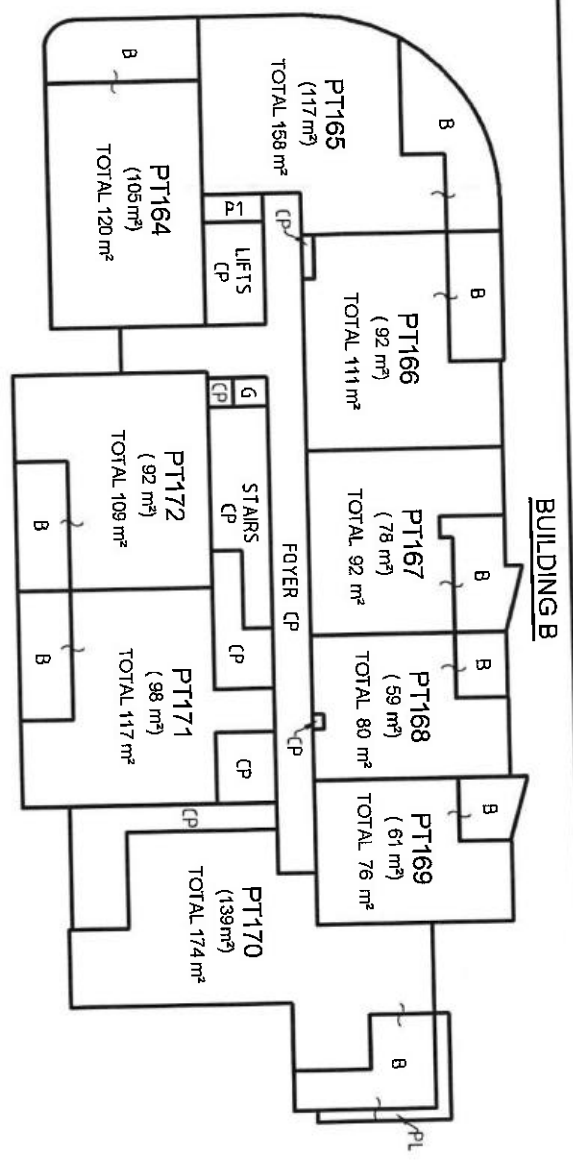
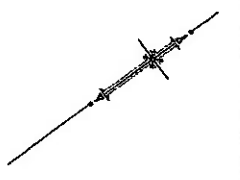
Lengths are in metres.

Registered



29.5.2020

SP99882



**NOTES:**

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- PL ~ PLANTER
- P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDEST AND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50089 013SP

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio: 1: 250  
 Lengths are in metres.

Registered

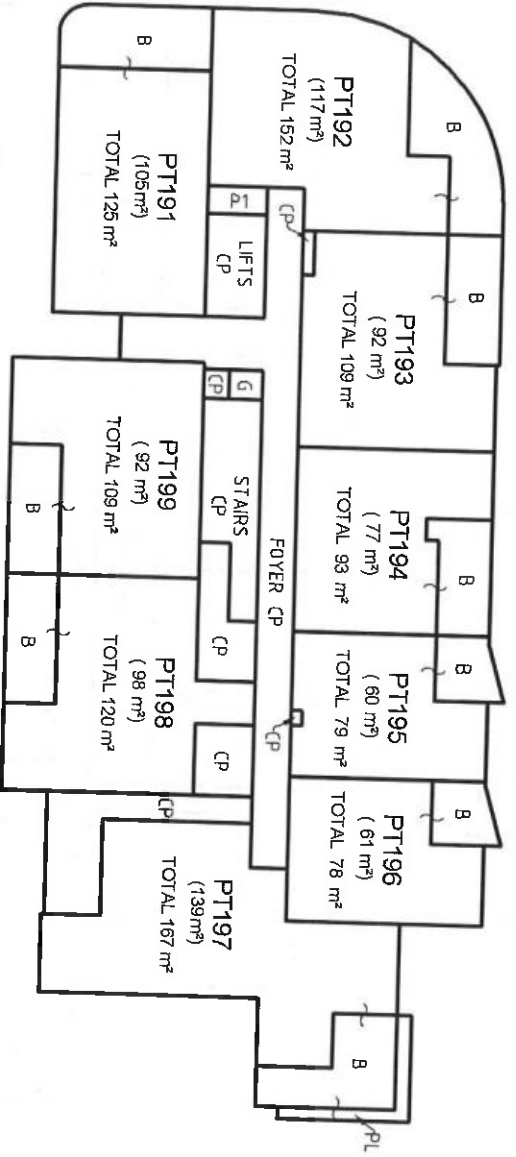
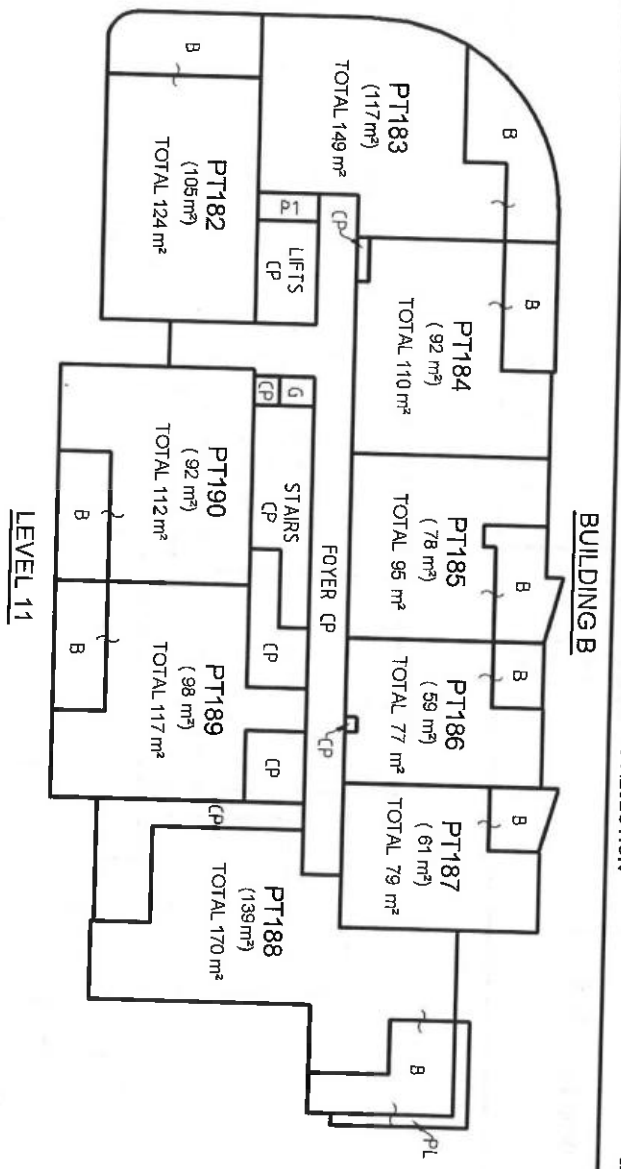


29.5.2020

**SP99882**

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan



NOTES:  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 G ~ GARBAGE CHUTE (CP)  
 PL ~ PLANTER  
 P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

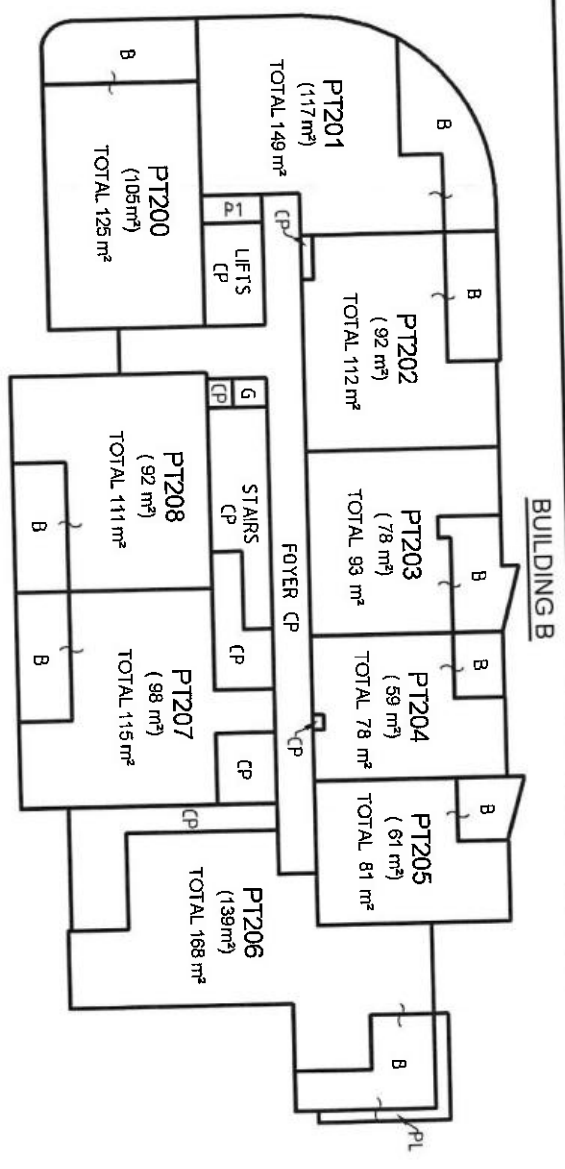
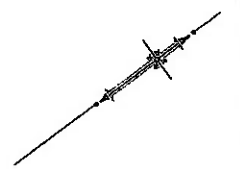
Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

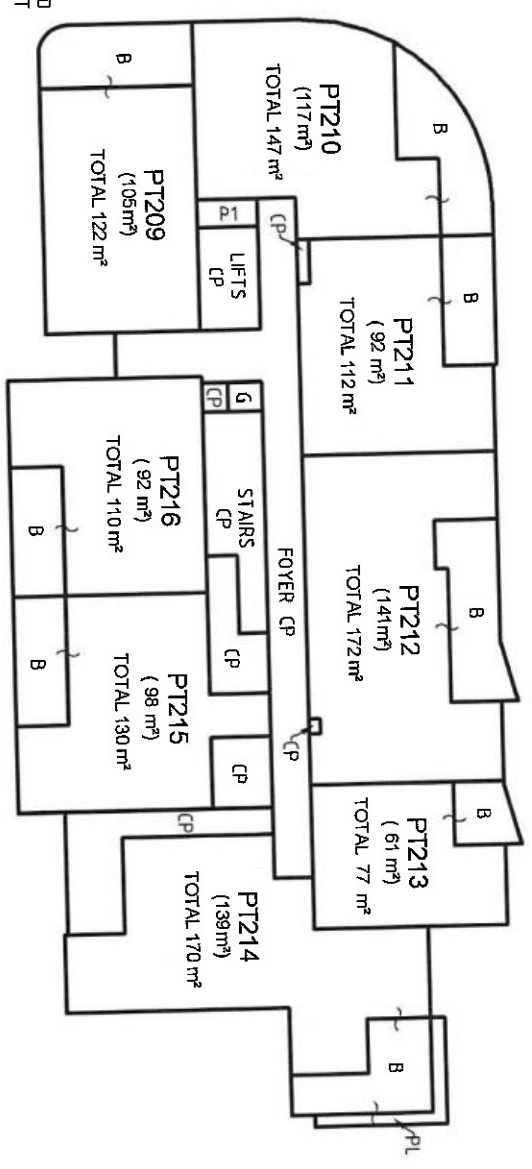
LGA: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

Registered  
 29.5.2020

SP99882



**LEVEL 13**



**LEVEL 14**

**NOTES:**

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- PL ~ PLANTER

P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDEST AND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**SURVEYOR**

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50088 013SP

**PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111**

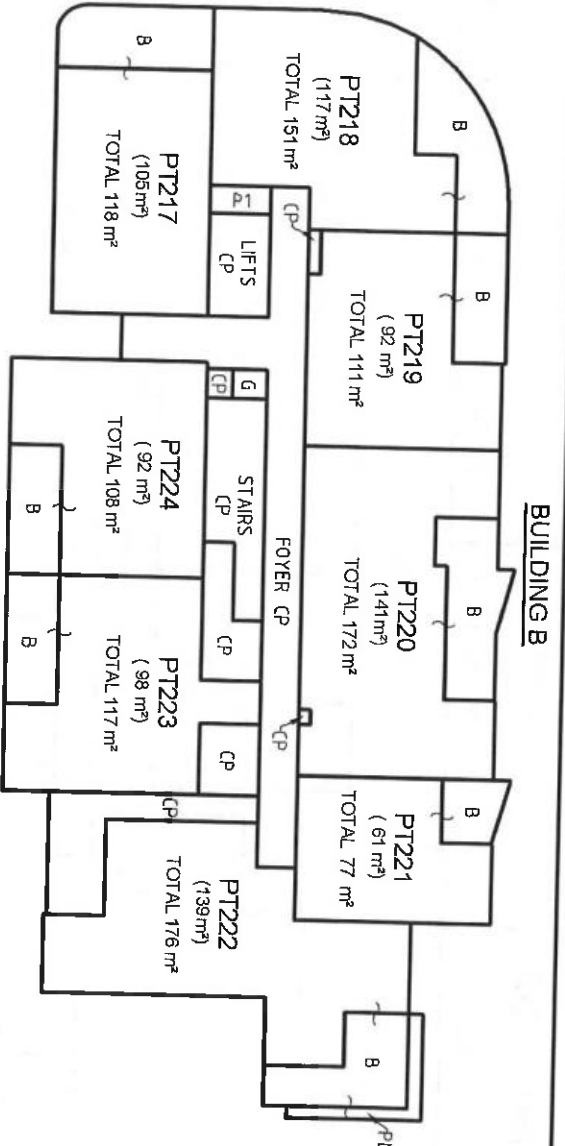
LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

Registered

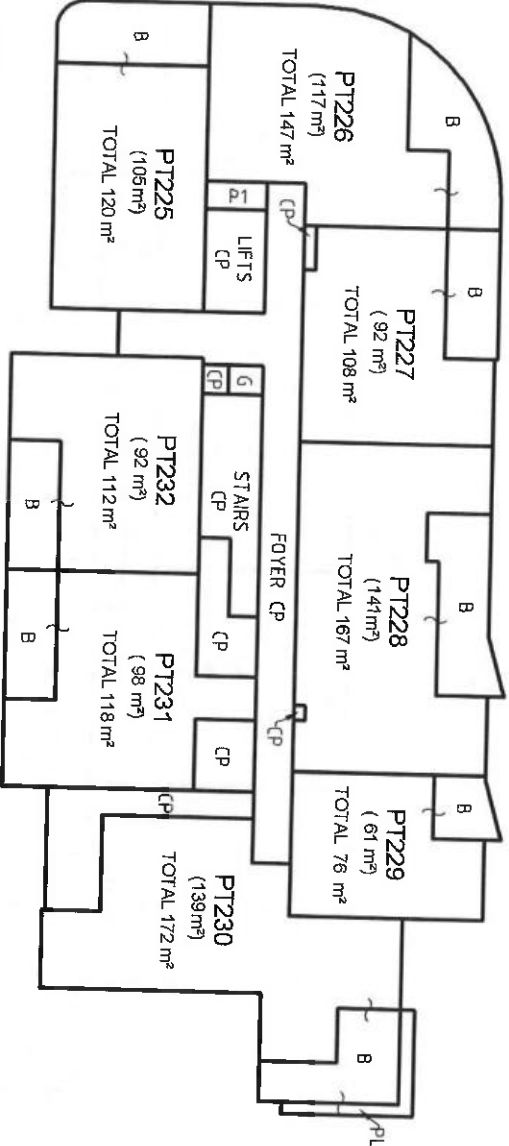


29.5.2020

**SP99882**



LEVEL 15



LEVEL 16

NOTES:  
 B ~ BALCONY  
 CP ~ COMMON PROPERTY  
 G ~ GARBAGE CHUTE (CP)  
 PL ~ PLANTER  
 P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRUTUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50068 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE

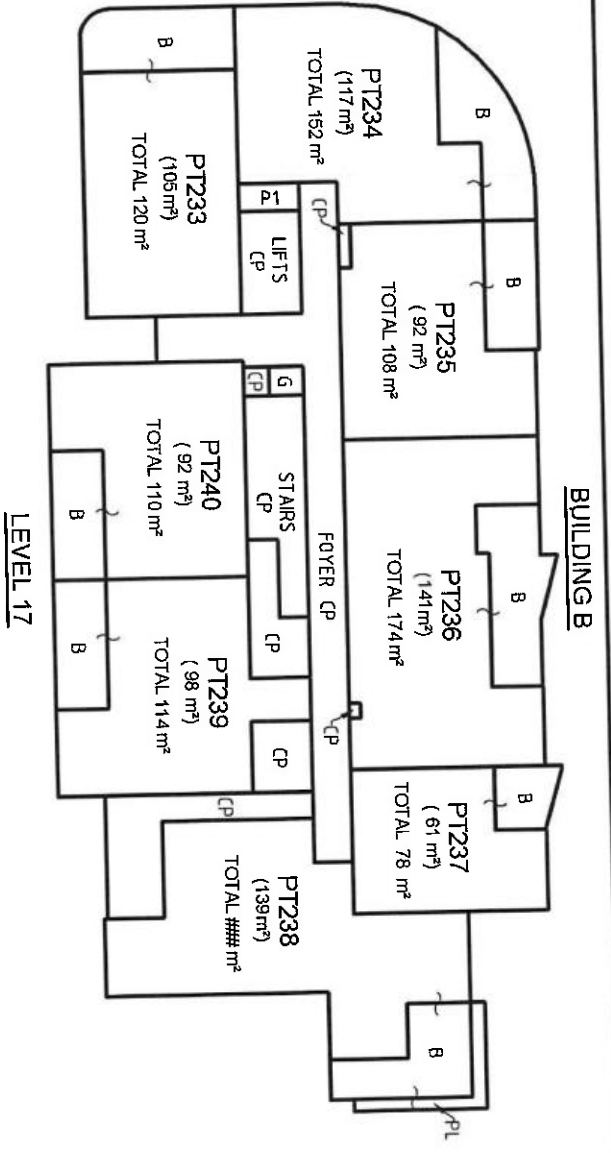
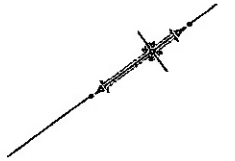
Locality: NORWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.

Registered

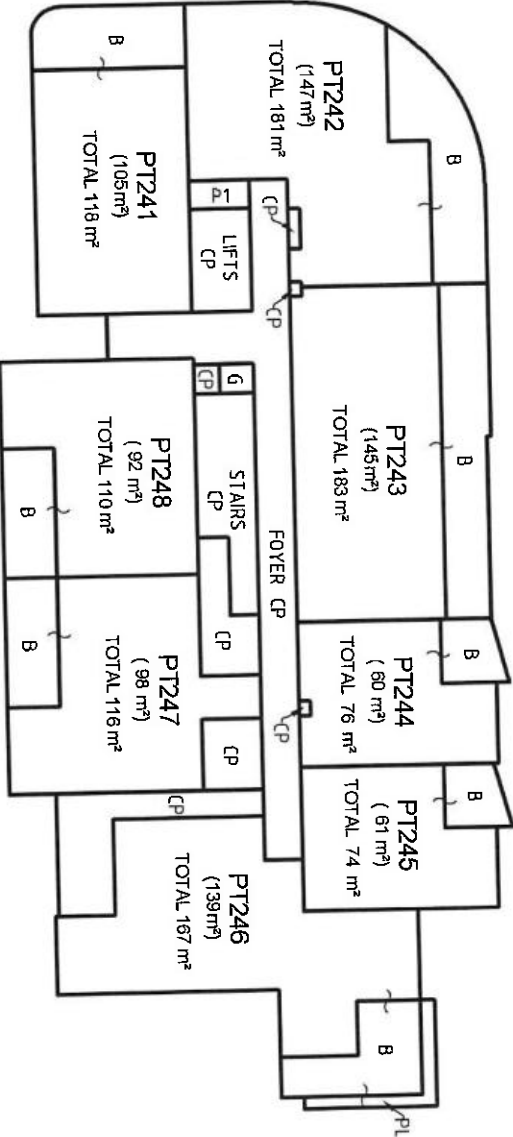


29.5.2020

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LEVEL 17



LEVEL 18

NOTES:

- B ~ BALCONY PROPERTY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- PL ~ PLANTER
- P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 26-05-2020  
 Surveyor's Reference: 50089 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

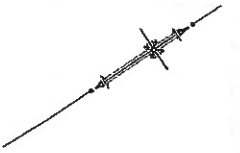
LGA: THE HILLS SHIRE  
 Locality: NORWEST  
 Reduction Ratio 1: 250  
 Lengths are in metres.



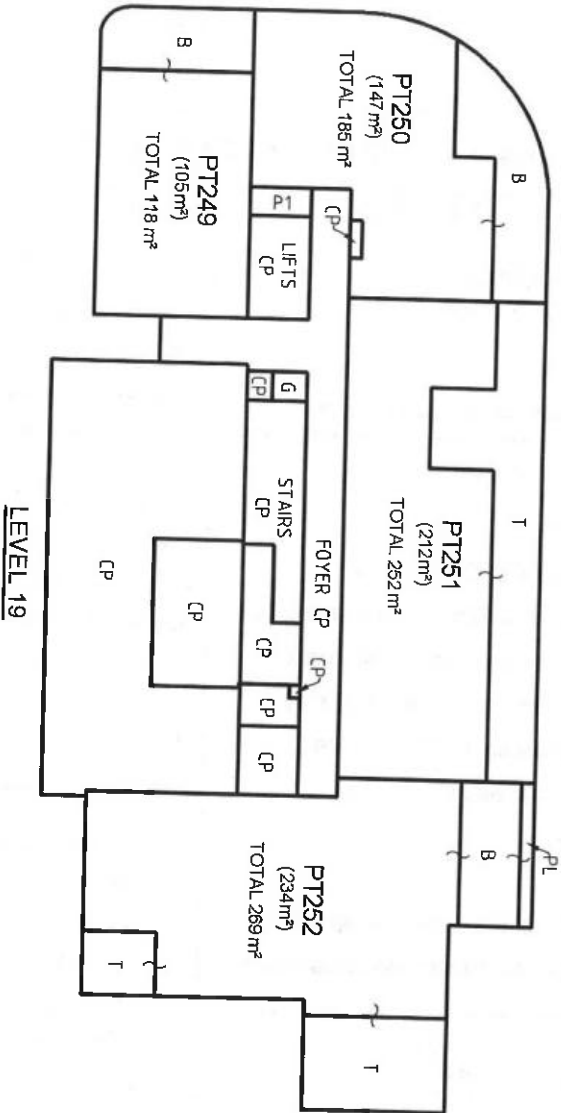
Registered

29.5.2020

SP99882



**BUILDING B**



NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- G ~ GARBAGE CHUTE (CP)
- PL ~ PLANTER
- T ~ TERRACE

P1 ~ DENOTES LOT 1 IN DP 1257111

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES, TERRACES AND PLANTER ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDBAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date: 26-05-2020

Surveyor's Reference: 50088 013SP

PLAN OF SUBDIVISION OF LOT 3 IN DP 1257111

LGA: THE HILLS SHIRE

Locality: NORWEST

Reduction Ratio 1: 250

Lengths are in metres.

Registered

29.5.2020



**SP99882**

<b>SP FORM 3.01</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 14 sheet(s)
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Office Use Only Registered:  29.5.2020	<b>SP99882</b>
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<b>PLAN OF SUBDIVISION OF LOT 3 IN DP1257111</b>	LGA: THE HILLS SHIRE Locality: NORWEST Parish: CASTLE HILL County: CUMBERLAND
--	--

This is a ~~\*FREEHOLD/\*LEASEHOLD~~ Strata Scheme

Address for Service of Documents 11 Solent Circuit Norwest NSW 2153  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:                  Keeping of animals: Option *A/*B                  Smoke penetration: Option *A/*B                  (see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.
--	--

<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I MATTHEW GRAHAM SMITH, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. <del>*The building encroaches on:</del> <del>*(a) a public place</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by <sup>^</sup>.....</del>  Signature: Date: 26-05-20 Surveyor ID: 8650 Surveyor's Reference: 50088 013SP [PPN SP99882] ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I, <u>KEITH APPS</u> being an Accredited Certifier, accreditation number <u>PPR0012</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> <del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del> *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) <u>253-296 inc</u> will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>578-19</u> Relevant Planning Approval No.: <u>1395-2016</u> issued by: <u>THE HILLS SHIRE COUNCIL</u> Signature: Date: <u>20 MAY 2020</u> ^ Insert lot numbers of proposed utility lots.
--	--

\* Strike through if inapplicable

SP FORM 3.07 (2019)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 14 sheet(s)
Registered:  29.5.2020	Office Use Only	Office Use Only
<h1 style="font-size: 2em; margin: 0;">SP99882</h1>		

**VALUER'S CERTIFICATE**

I, \* DEAN GALANOS of PROPERTY LOGIC VALUERS

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: API  
 Class of membership: AAPI  
 Membership number: 14700


certify that the unit entitlements shown in the schedule herewith were apportioned on 25-05-20 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: D. Galanos Date 26-05-20

\* Full name, valuer company name or company address

**SCHEDULE OF UNIT ENTITLEMENT**

LOT NO	UE	LOT NO	UE	LOT NO	UE
1	90	26	38	51	41
2	94	27	38	52	41
3	42	28	38	53	41
4	40	29	38	54	37
5	39	30	35	55	36
6	34	31	34	56	36
7	33	32	34	57	46
8	33	33	39	58	42
9	37	34	39	59	42
10	36	35	39	60	42
11	36	36	39	61	42
12	36	37	39	62	38
13	36	38	35	63	37
14	34	39	34	64	36
15	33	40	35	65	45
16	33	41	42	66	46
17	38	42	40	67	46
18	37	43	40	68	46
19	37	44	40	69	46
20	37	45	40	70	38
21	37	46	36	71	37
22	34	47	35	72	36
23	33	48	35	73	46
24	34	49	42	74	47
25	40	50	41	75	26

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 14 sheet(s)
Registered:  29.5.2020	Office Use Only	Office Use Only
<h1 style="font-size: 2em; margin: 0;">SP99882</h1>		


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

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

**SCHEDULE OF UNIT ENTITLEMENT (CONT'D)**

LOT NO	UE	LOT NO	UE	LOT NO	UE
76	26	114	116	152	48
77	27	115	130	153	29
78	47	116	116	154	29
79	47	117	29	155	33
80	47	118	42	156	40
81	37	119	34	157	33
82	47	120	41	158	27
83	47	121	25	159	22
84	27	122	26	160	22
85	27	123	40	161	49
86	28	124	28	162	30
87	47	125	26	163	30
88	39	126	33	164	33
89	38	127	31	165	41
90	37	128	31	166	33
91	48	129	37	167	28
92	48	130	31	168	22
93	28	131	26	169	22
94	28	132	22	170	49
95	28	133	22	171	30
96	48	134	46	172	30
97	39	135	28	173	34
98	38	136	28	174	41
99	37	137	32	175	34
100	106	138	39	176	29
101	28	139	32	177	22
102	28	140	26	178	22
103	29	141	22	179	49
104	48	142	22	180	30
105	44	143	47	181	30
106	42	144	29	182	34
107	38	145	29	183	41
108	98	146	32	184	34
109	100	147	40	185	29
110	106	148	32	186	23
111	29	149	26	187	23
112	40	150	22	188	50
113	40	151	22	189	31

SP FORM 3.08 (Annexure) **STRATA PLAN ADMINISTRATION SHEET** Sheet 4 of 14 sheet(s)


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 Registered:  29.5.2020  
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**SP99882**

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  - Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**SCHEDULE OF UNIT ENTITLEMENT (CONT'D)**

LOT NO	UE	LOT NO	UE	LOT NO	UE
190	31	223	32	256	1
191	35	224	32	257	1
192	42	225	37	258	1
193	35	226	44	259	1
194	29	227	37	260	1
195	23	228	54	261	1
196	23	229	24	262	1
197	50	230	54	263	1
198	31	231	33	264	1
199	31	232	33	265	1
200	35	233	37	266	1
201	42	234	45	267	1
202	35	235	37	268	1
203	30	236	55	269	1
204	23	237	24	270	1
205	23	238	55	271	1
206	51	239	33	272	1
207	32	240	33	273	2
208	32	241	37	274	1
209	35	242	80	275	1
210	42	243	78	276	2
211	35	244	25	277	2
212	52	245	25	278	1
213	23	246	80	279	1
214	52	247	37	280	2
215	32	248	34	281	2
216	32	249	34	282	2
217	36	250	90	283	1
218	43	251	106	284	1
219	36	252	118	285	1
220	53	253	1	286	2
221	23	254	1	TOTAL	10000
222	53	255	1		

THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 14 sheet(s)
Registered:  29.5.2020	<b>SP99882</b>	Office Use Only

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**STREET ADDRESS SCHEDULE**

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP		11	SOLENT	CIRCUIT	NORWEST
1	501	11	SOLENT	CIRCUIT	NORWEST
2	502	11	SOLENT	CIRCUIT	NORWEST
3	503	11	SOLENT	CIRCUIT	NORWEST
4	504	11	SOLENT	CIRCUIT	NORWEST
5	505	11	SOLENT	CIRCUIT	NORWEST
6	506	11	SOLENT	CIRCUIT	NORWEST
7	507	11	SOLENT	CIRCUIT	NORWEST
8	601	11	SOLENT	CIRCUIT	NORWEST
9	602	11	SOLENT	CIRCUIT	NORWEST
10	603	11	SOLENT	CIRCUIT	NORWEST
11	604	11	SOLENT	CIRCUIT	NORWEST
12	605	11	SOLENT	CIRCUIT	NORWEST
13	606	11	SOLENT	CIRCUIT	NORWEST
14	607	11	SOLENT	CIRCUIT	NORWEST
15	608	11	SOLENT	CIRCUIT	NORWEST
16	701	11	SOLENT	CIRCUIT	NORWEST
17	702	11	SOLENT	CIRCUIT	NORWEST
18	703	11	SOLENT	CIRCUIT	NORWEST
19	704	11	SOLENT	CIRCUIT	NORWEST
20	705	11	SOLENT	CIRCUIT	NORWEST
21	706	11	SOLENT	CIRCUIT	NORWEST
22	707	11	SOLENT	CIRCUIT	NORWEST
23	708	11	SOLENT	CIRCUIT	NORWEST
24	801	11	SOLENT	CIRCUIT	NORWEST
25	802	11	SOLENT	CIRCUIT	NORWEST
26	803	11	SOLENT	CIRCUIT	NORWEST
27	804	11	SOLENT	CIRCUIT	NORWEST
28	805	11	SOLENT	CIRCUIT	NORWEST
29	806	11	SOLENT	CIRCUIT	NORWEST
30	807	11	SOLENT	CIRCUIT	NORWEST
31	808	11	SOLENT	CIRCUIT	NORWEST
32	901	11	SOLENT	CIRCUIT	NORWEST
33	902	11	SOLENT	CIRCUIT	NORWEST
34	903	11	SOLENT	CIRCUIT	NORWEST
35	904	11	SOLENT	CIRCUIT	NORWEST
36	905	11	SOLENT	CIRCUIT	NORWEST

SP FORM 3.08 (Annexure)

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 6 of 14 sheet(s)

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29.5.2020

**SP99882**

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**STREET ADDRESS SCHEDULE (CONTINUED)**

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
37	906	11	SOLENT	CIRCUIT	NORWEST
38	907	11	SOLENT	CIRCUIT	NORWEST
39	908	11	SOLENT	CIRCUIT	NORWEST
40	1001	11	SOLENT	CIRCUIT	NORWEST
41	1002	11	SOLENT	CIRCUIT	NORWEST
42	1003	11	SOLENT	CIRCUIT	NORWEST
43	1004	11	SOLENT	CIRCUIT	NORWEST
44	1005	11	SOLENT	CIRCUIT	NORWEST
45	1006	11	SOLENT	CIRCUIT	NORWEST
46	1007	11	SOLENT	CIRCUIT	NORWEST
47	1008	11	SOLENT	CIRCUIT	NORWEST
48	1101	11	SOLENT	CIRCUIT	NORWEST
49	1102	11	SOLENT	CIRCUIT	NORWEST
50	1103	11	SOLENT	CIRCUIT	NORWEST
51	1104	11	SOLENT	CIRCUIT	NORWEST
52	1105	11	SOLENT	CIRCUIT	NORWEST
53	1106	11	SOLENT	CIRCUIT	NORWEST
54	1107	11	SOLENT	CIRCUIT	NORWEST
55	1108	11	SOLENT	CIRCUIT	NORWEST
56	1201	11	SOLENT	CIRCUIT	NORWEST
57	1202	11	SOLENT	CIRCUIT	NORWEST
58	1203	11	SOLENT	CIRCUIT	NORWEST
59	1204	11	SOLENT	CIRCUIT	NORWEST
60	1205	11	SOLENT	CIRCUIT	NORWEST
61	1206	11	SOLENT	CIRCUIT	NORWEST
62	1207	11	SOLENT	CIRCUIT	NORWEST
63	1208	11	SOLENT	CIRCUIT	NORWEST
64	1301	11	SOLENT	CIRCUIT	NORWEST
65	1302	11	SOLENT	CIRCUIT	NORWEST
66	1303	11	SOLENT	CIRCUIT	NORWEST
67	1304	11	SOLENT	CIRCUIT	NORWEST
68	1305	11	SOLENT	CIRCUIT	NORWEST
69	1306	11	SOLENT	CIRCUIT	NORWEST
70	1307	11	SOLENT	CIRCUIT	NORWEST
71	1308	11	SOLENT	CIRCUIT	NORWEST
72	1401	11	SOLENT	CIRCUIT	NORWEST
73	1402	11	SOLENT	CIRCUIT	NORWEST

SP FORM 3.08 (Annexure)

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 7 of 14 sheet(s)

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**STREET ADDRESS SCHEDULE (CONTINUED)**

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
74	1403	11	SOLENT	CIRCUIT	NORWEST
75	1404	11	SOLENT	CIRCUIT	NORWEST
76	1405	11	SOLENT	CIRCUIT	NORWEST
77	1406	11	SOLENT	CIRCUIT	NORWEST
78	1407	11	SOLENT	CIRCUIT	NORWEST
79	1408	11	SOLENT	CIRCUIT	NORWEST
80	1409	11	SOLENT	CIRCUIT	NORWEST
81	1501	11	SOLENT	CIRCUIT	NORWEST
82	1502	11	SOLENT	CIRCUIT	NORWEST
83	1503	11	SOLENT	CIRCUIT	NORWEST
84	1504	11	SOLENT	CIRCUIT	NORWEST
85	1505	11	SOLENT	CIRCUIT	NORWEST
86	1506	11	SOLENT	CIRCUIT	NORWEST
87	1507	11	SOLENT	CIRCUIT	NORWEST
88	1508	11	SOLENT	CIRCUIT	NORWEST
89	1509	11	SOLENT	CIRCUIT	NORWEST
90	1601	11	SOLENT	CIRCUIT	NORWEST
91	1602	11	SOLENT	CIRCUIT	NORWEST
92	1603	11	SOLENT	CIRCUIT	NORWEST
93	1604	11	SOLENT	CIRCUIT	NORWEST
94	1605	11	SOLENT	CIRCUIT	NORWEST
95	1606	11	SOLENT	CIRCUIT	NORWEST
96	1607	11	SOLENT	CIRCUIT	NORWEST
97	1608	11	SOLENT	CIRCUIT	NORWEST
98	1609	11	SOLENT	CIRCUIT	NORWEST
99	1701	11	SOLENT	CIRCUIT	NORWEST
100	1702	11	SOLENT	CIRCUIT	NORWEST
101	1703	11	SOLENT	CIRCUIT	NORWEST
102	1704	11	SOLENT	CIRCUIT	NORWEST
103	1705	11	SOLENT	CIRCUIT	NORWEST
104	1706	11	SOLENT	CIRCUIT	NORWEST
105	1707	11	SOLENT	CIRCUIT	NORWEST
106	1708	11	SOLENT	CIRCUIT	NORWEST
107	1801	11	SOLENT	CIRCUIT	NORWEST
108	1802	11	SOLENT	CIRCUIT	NORWEST
109	1803	11	SOLENT	CIRCUIT	NORWEST
110	1804	11	SOLENT	CIRCUIT	NORWEST


SP FORM 3.08 (Annexure) **STRATA PLAN ADMINISTRATION SHEET** Sheet 8 of 14 sheet(s)

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 Registered:  29.5.2020 **SP99882**

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  - Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**STREET ADDRESS SCHEDULE (CONTINUED)**

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
111	1805	11	SOLENT	CIRCUIT	NORWEST
112	1806	11	SOLENT	CIRCUIT	NORWEST
113	1901	11	SOLENT	CIRCUIT	NORWEST
114	1902	11	SOLENT	CIRCUIT	NORWEST
115	1903	11	SOLENT	CIRCUIT	NORWEST
116	1904	11	SOLENT	CIRCUIT	NORWEST
117	1905	11	SOLENT	CIRCUIT	NORWEST
118	1906	11	SOLENT	CIRCUIT	NORWEST
119	413	11	SOLENT	CIRCUIT	NORWEST
120	414	11	SOLENT	CIRCUIT	NORWEST
121	415	11	SOLENT	CIRCUIT	NORWEST
122	416	11	SOLENT	CIRCUIT	NORWEST
123	417	11	SOLENT	CIRCUIT	NORWEST
124	418	11	SOLENT	CIRCUIT	NORWEST
125	419	11	SOLENT	CIRCUIT	NORWEST
126	420	11	SOLENT	CIRCUIT	NORWEST
127	421	11	SOLENT	CIRCUIT	NORWEST
128	508	11	SOLENT	CIRCUIT	NORWEST
129	509	11	SOLENT	CIRCUIT	NORWEST
130	510	11	SOLENT	CIRCUIT	NORWEST
131	511	11	SOLENT	CIRCUIT	NORWEST
132	512	11	SOLENT	CIRCUIT	NORWEST
133	513	11	SOLENT	CIRCUIT	NORWEST
134	514	11	SOLENT	CIRCUIT	NORWEST
135	515	11	SOLENT	CIRCUIT	NORWEST
136	516	11	SOLENT	CIRCUIT	NORWEST
137	609	11	SOLENT	CIRCUIT	NORWEST
138	610	11	SOLENT	CIRCUIT	NORWEST
139	611	11	SOLENT	CIRCUIT	NORWEST
140	612	11	SOLENT	CIRCUIT	NORWEST
141	613	11	SOLENT	CIRCUIT	NORWEST
142	614	11	SOLENT	CIRCUIT	NORWEST
143	615	11	SOLENT	CIRCUIT	NORWEST
144	616	11	SOLENT	CIRCUIT	NORWEST
145	617	11	SOLENT	CIRCUIT	NORWEST
146	709	11	SOLENT	CIRCUIT	NORWEST
147	710	11	SOLENT	CIRCUIT	NORWEST

<b>SP FORM 3.08 (Annexure)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 9 of 14 sheet(s)
Registered:  29.5.2020	<b>SP99882</b>	Office Use Only


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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**STREET ADDRESS SCHEDULE (CONTINUED)**

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
148	711	11	SOLENT	CIRCUIT	NORWEST
149	712	11	SOLENT	CIRCUIT	NORWEST
150	713	11	SOLENT	CIRCUIT	NORWEST
151	714	11	SOLENT	CIRCUIT	NORWEST
152	715	11	SOLENT	CIRCUIT	NORWEST
153	716	11	SOLENT	CIRCUIT	NORWEST
154	717	11	SOLENT	CIRCUIT	NORWEST
155	809	11	SOLENT	CIRCUIT	NORWEST
156	810	11	SOLENT	CIRCUIT	NORWEST
157	811	11	SOLENT	CIRCUIT	NORWEST
158	812	11	SOLENT	CIRCUIT	NORWEST
159	813	11	SOLENT	CIRCUIT	NORWEST
160	814	11	SOLENT	CIRCUIT	NORWEST
161	815	11	SOLENT	CIRCUIT	NORWEST
162	816	11	SOLENT	CIRCUIT	NORWEST
163	817	11	SOLENT	CIRCUIT	NORWEST
164	909	11	SOLENT	CIRCUIT	NORWEST
165	910	11	SOLENT	CIRCUIT	NORWEST
166	911	11	SOLENT	CIRCUIT	NORWEST
167	912	11	SOLENT	CIRCUIT	NORWEST
168	913	11	SOLENT	CIRCUIT	NORWEST
169	914	11	SOLENT	CIRCUIT	NORWEST
170	915	11	SOLENT	CIRCUIT	NORWEST
171	916	11	SOLENT	CIRCUIT	NORWEST
172	917	11	SOLENT	CIRCUIT	NORWEST
173	1009	11	SOLENT	CIRCUIT	NORWEST
174	1010	11	SOLENT	CIRCUIT	NORWEST
175	1011	11	SOLENT	CIRCUIT	NORWEST
176	1012	11	SOLENT	CIRCUIT	NORWEST
177	1013	11	SOLENT	CIRCUIT	NORWEST
178	1014	11	SOLENT	CIRCUIT	NORWEST
179	1015	11	SOLENT	CIRCUIT	NORWEST
180	1016	11	SOLENT	CIRCUIT	NORWEST
181	1017	11	SOLENT	CIRCUIT	NORWEST
182	1109	11	SOLENT	CIRCUIT	NORWEST
183	1110	11	SOLENT	CIRCUIT	NORWEST
184	1111	11	SOLENT	CIRCUIT	NORWEST

**SP FORM 3.08 (Annexure) STRATA PLAN ADMINISTRATION SHEET Sheet 10 of 14 sheet(s)**


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**STREET ADDRESS SCHEDULE (CONTINUED)**

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
185	1112	11	SOLENT	CIRCUIT	NORWEST
186	1113	11	SOLENT	CIRCUIT	NORWEST
187	1114	11	SOLENT	CIRCUIT	NORWEST
188	1115	11	SOLENT	CIRCUIT	NORWEST
189	1116	11	SOLENT	CIRCUIT	NORWEST
190	1117	11	SOLENT	CIRCUIT	NORWEST
191	1209	11	SOLENT	CIRCUIT	NORWEST
192	1210	11	SOLENT	CIRCUIT	NORWEST
193	1211	11	SOLENT	CIRCUIT	NORWEST
194	1212	11	SOLENT	CIRCUIT	NORWEST
195	1213	11	SOLENT	CIRCUIT	NORWEST
196	1214	11	SOLENT	CIRCUIT	NORWEST
197	1215	11	SOLENT	CIRCUIT	NORWEST
198	1216	11	SOLENT	CIRCUIT	NORWEST
199	1217	11	SOLENT	CIRCUIT	NORWEST
200	1309	11	SOLENT	CIRCUIT	NORWEST
201	1310	11	SOLENT	CIRCUIT	NORWEST
202	1311	11	SOLENT	CIRCUIT	NORWEST
203	1312	11	SOLENT	CIRCUIT	NORWEST
204	1313	11	SOLENT	CIRCUIT	NORWEST
205	1314	11	SOLENT	CIRCUIT	NORWEST
206	1315	11	SOLENT	CIRCUIT	NORWEST
207	1316	11	SOLENT	CIRCUIT	NORWEST
208	1317	11	SOLENT	CIRCUIT	NORWEST
209	1410	11	SOLENT	CIRCUIT	NORWEST
210	1411	11	SOLENT	CIRCUIT	NORWEST
211	1412	11	SOLENT	CIRCUIT	NORWEST
212	1413	11	SOLENT	CIRCUIT	NORWEST
213	1414	11	SOLENT	CIRCUIT	NORWEST
214	1415	11	SOLENT	CIRCUIT	NORWEST
215	1416	11	SOLENT	CIRCUIT	NORWEST
216	1417	11	SOLENT	CIRCUIT	NORWEST
217	1510	11	SOLENT	CIRCUIT	NORWEST
218	1511	11	SOLENT	CIRCUIT	NORWEST
219	1512	11	SOLENT	CIRCUIT	NORWEST
220	1513	11	SOLENT	CIRCUIT	NORWEST
221	1514	11	SOLENT	CIRCUIT	NORWEST

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**STREET ADDRESS SCHEDULE (CONTINUED)**

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
222	1515	11	SOLENT	CIRCUIT	NORWEST
223	1516	11	SOLENT	CIRCUIT	NORWEST
224	1517	11	SOLENT	CIRCUIT	NORWEST
225	1610	11	SOLENT	CIRCUIT	NORWEST
226	1611	11	SOLENT	CIRCUIT	NORWEST
227	1612	11	SOLENT	CIRCUIT	NORWEST
228	1613	11	SOLENT	CIRCUIT	NORWEST
229	1614	11	SOLENT	CIRCUIT	NORWEST
230	1615	11	SOLENT	CIRCUIT	NORWEST
231	1616	11	SOLENT	CIRCUIT	NORWEST
232	1617	11	SOLENT	CIRCUIT	NORWEST
233	1709	11	SOLENT	CIRCUIT	NORWEST
234	1710	11	SOLENT	CIRCUIT	NORWEST
235	1711	11	SOLENT	CIRCUIT	NORWEST
236	1712	11	SOLENT	CIRCUIT	NORWEST
237	1713	11	SOLENT	CIRCUIT	NORWEST
238	1714	11	SOLENT	CIRCUIT	NORWEST
239	1715	11	SOLENT	CIRCUIT	NORWEST
240	1716	11	SOLENT	CIRCUIT	NORWEST
241	1807	11	SOLENT	CIRCUIT	NORWEST
242	1808	11	SOLENT	CIRCUIT	NORWEST
243	1809	11	SOLENT	CIRCUIT	NORWEST
244	1810	11	SOLENT	CIRCUIT	NORWEST
245	1811	11	SOLENT	CIRCUIT	NORWEST
246	1812	11	SOLENT	CIRCUIT	NORWEST
247	1813	11	SOLENT	CIRCUIT	NORWEST
248	1814	11	SOLENT	CIRCUIT	NORWEST
249	1907	11	SOLENT	CIRCUIT	NORWEST
250	1908	11	SOLENT	CIRCUIT	NORWEST
251	1909	11	SOLENT	CIRCUIT	NORWEST
252	1910	11	SOLENT	CIRCUIT	NORWEST

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**STRATA PLAN ADMINISTRATION SHEET**

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29.5.2020

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**STREET ADDRESS SCHEDULE (CONTINUED)**

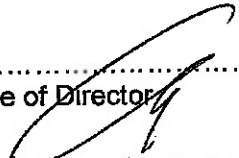
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
253	N/A	11	SOLENT	CIRCUIT	NORWEST
254	N/A	11	SOLENT	CIRCUIT	NORWEST
255	N/A	11	SOLENT	CIRCUIT	NORWEST
256	N/A	11	SOLENT	CIRCUIT	NORWEST
257	N/A	11	SOLENT	CIRCUIT	NORWEST
258	N/A	11	SOLENT	CIRCUIT	NORWEST
259	N/A	11	SOLENT	CIRCUIT	NORWEST
260	N/A	11	SOLENT	CIRCUIT	NORWEST
261	N/A	11	SOLENT	CIRCUIT	NORWEST
262	N/A	11	SOLENT	CIRCUIT	NORWEST
263	N/A	11	SOLENT	CIRCUIT	NORWEST
264	N/A	11	SOLENT	CIRCUIT	NORWEST
265	N/A	11	SOLENT	CIRCUIT	NORWEST
266	N/A	11	SOLENT	CIRCUIT	NORWEST
267	N/A	11	SOLENT	CIRCUIT	NORWEST
268	N/A	11	SOLENT	CIRCUIT	NORWEST
269	N/A	11	SOLENT	CIRCUIT	NORWEST
270	N/A	11	SOLENT	CIRCUIT	NORWEST
271	N/A	11	SOLENT	CIRCUIT	NORWEST
272	N/A	11	SOLENT	CIRCUIT	NORWEST
273	N/A	11	SOLENT	CIRCUIT	NORWEST
274	N/A	11	SOLENT	CIRCUIT	NORWEST
275	N/A	11	SOLENT	CIRCUIT	NORWEST
276	N/A	11	SOLENT	CIRCUIT	NORWEST
277	N/A	11	SOLENT	CIRCUIT	NORWEST
278	N/A	11	SOLENT	CIRCUIT	NORWEST
279	N/A	11	SOLENT	CIRCUIT	NORWEST
280	N/A	11	SOLENT	CIRCUIT	NORWEST
281	N/A	11	SOLENT	CIRCUIT	NORWEST
282	N/A	11	SOLENT	CIRCUIT	NORWEST
283	N/A	11	SOLENT	CIRCUIT	NORWEST
284	N/A	11	SOLENT	CIRCUIT	NORWEST
285	N/A	11	SOLENT	CIRCUIT	NORWEST
286	N/A	11	SOLENT	CIRCUIT	NORWEST


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**EXECUTED** by  
 Prime Esplanade Land Pty Ltd  
 ACN 623 092 606  
 in accordance with Section 127  
 of the Corporations Act

.....  
 Signature of Director   
 .....  
 ADRIAN LIAW  
 .....  
 NAME (please print)

)  
 )  
 )  
 )  
 )  
 .....  
 Signature of Director/Secretary   
 .....  
 FULTON LI  
 .....  
 NAME (please print)

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**STRATA PLAN ADMINISTRATION SHEET**

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**MORTGAGEE:**

SIGNED for and on behalf of ANZ  
Fiduciary Services Pty Limited by

**KIT LIEW**

who certifies that she/he is a

MANAGER

Agency Services, of Australia and  
New Zealand Banking Group Limited  
pursuant to Power of Attorney

Registered BK 4711 20227


dated 12/07/16 in the presence of:

M

Witness:

Attorney

**MICHAEL DAWKINS**  
242 PITT ST  
SYDNEY 2000

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 20 sheet(s)
Registered:  29.5.2020	Office use only	Office use only
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**Instrument setting out the terms of by-laws to be created upon registration of the strata plan.**

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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

### 1 Definitions and Interpretation

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


- (a) "Act" means the *Strata Schemes Management Act 2015*;
- (b) "Air Conditioning System" means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.
- (c) "building" means that part of the building as defined in the Act comprised in Stratum Lot 3, the subject of these by-laws.
- (d) "BBQ Area" means the area so designated in the Strata Plan for the communal use of all owners and occupiers of a lot subject to the provisions of by-law 58.
- (e) "Carparking Owner" means the owner(s) from time to time of any car space in the strata scheme.
- (f) "Carparking Area" means the area dedicated for vehicle parking in or on the common property on the Strata Plan.
- (g) "Council" means Hills Shire Council and any successor and where applicable includes any other relevant authority.
- (h) "Garbage Disposal Area" means the area dedicated for the storage of garbage on the common property on the Strata Plan.
- (i) "lot" means a lot in the strata scheme.
- (j) "Manager" means the person appointed by the Owners Corporation as its strata managing agent under the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
- (k) "Owners Corporation" means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.
- (l) "Parcel" means the land contained in Certificate of Title Folio Identifier **5074/1003042**.
- (m) "Plant Room" means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.
- (n) "Podium Cinema" means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 57.
- (o) "Podium Pool Club" means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 60.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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- (p) **"Rooftop Cinema"** means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 57.
- (q) **"Security Key"** a key (including electronic key or swipe card) or any other security device enabling the Carparking Owner or any other owner or occupier of a lot in the Strata Plan access to the Carparking Area and/or the System.
- (r) **"Strata Committee"** means the Strata Committee as defined in the Act.
- (s) **"Strata Plan"** means the strata plan registered in respect of the building.
- (t) **"strata scheme"** means the strata scheme as defined in the Act in respect of the Strata Plan.
- (u) **"Management Statement"** means the Management Statement relating to the complex known as The Esplanade of which the strata scheme is a part of.
- (v) **"Stratum Lot"** means the lot in the Stratum Plan.
- (w) **"Stratum Plan"** means the Deposited Plan registered at the Department of lands subdividing the Parcel into 3 stratum lots.
- (x) **"Swimming Pool"** means each swimming pool area designated as such in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 59.
- (y) **"Vendor"** means Prime Esplanade Land Pty Ltd ACN 623 092 606.

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


- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

This is the form referred to in section 10(1)(b)(i) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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(h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

1.3 The provisions of registered memorandum AG520000 are incorporated into these by-laws in full as though they form part of these by-laws.

**2 Noise or other hazards**

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

2.2 An owner or occupier of a lot must not create or permit to be created anything on the lot or common property which may cause or create a hazard or danger to any person lawfully using the common property or another lot in the building.

**3 Vehicles etc. on common property**

3.1 An owner or occupier of a lot must not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a registered vehicle as defined in the *Road Transport (Vehicle Registration) Act 1997* or associated legislation as amended.

**4 Obstruction of common property**

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

**5 Not to damage to common property**

5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.

5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

5.3 An owner or occupier of a lot must not mark, paint, drive nails or screws of the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.4 An approval given by the Owners Corporation under by-law 5.3 cannot authorise any additions to the common property.

5.5 This by-law does not prevent an owner or person authorised by him from installing:


- (a) any locking or other safety device for protection of his lot against intruders; or
- (b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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subject to the locking or safety device or other device as the case may be being installed in the workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

**5.6 Notwithstanding the provisions of the Act:**

- (a) the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in by-law 5.3 that services the lot; and
- (b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 5.3.

**6 No overloading**

An owner or occupier must ensure that they do not place or allow to be placed any object in the lot or on common property which has the effect of overloading the structural adequacy of the building or any part of it.

**7 Compensation for damage to common property**

- 7.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.
- 7.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 7.1 by way of compensation.
- 7.3 Any amount payable by way of compensation in accordance with this by-law 7 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation.

**8 Not to deposit rubbish etc. on common property**

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

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


- 9.1 An owner or occupier of a lot must promptly report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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9.2 An owner or occupier of a lot must, promptly after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.

**10 Storage of flammable liquids**

10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.

10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or internal combustion engine which is stored appropriately within the Carparking Area.

**11 Appearance of lot**

11.1 An owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

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

**12 Not misuse lifts**

An owner or occupier of a lot must not misuse or permit to be misused any lift within or upon the common property and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

**13 Change in use of lot to be notified**

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way and must obtain the Strata Committee's consent prior to obtaining any necessary council or other approvals required at law, such consent not to be unreasonably withheld or delayed.


**14 Compliance with planning requirements**

The owner or occupier of a lot must obtain all necessary approvals and consents required from Council or any other Authority which are required to enable the owner or occupier to legally utilise its lot for the owner or occupiers intended use.

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**15 No alteration to internal walls or structural features**

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

**16 Water closets and water apparatuses**

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

**17 Maintenance of air conditioning, ducting etc**

An owner or occupier must at its cost:

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

**18 Installation of air-conditioning, ducting etc**

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

**19 Strata Committee may ensure security**

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

**20 Keys**


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

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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

**21 Not interfere with security and keep fire doors locked**

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

**22 Not interfere with fire fighting equipment**

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


**23 Fire protection systems, smoke detectors etc**

- 23.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.
- 23.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

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**24 Signage on common property**

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

**25 Movement of goods**

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

**26 Invitees and licensees to comply with by-laws**

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

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

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


- (a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) the supervision of any employees and/or contractors of the Owners Corporation;
- (d) the control and supervision of the common property generally; and

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(c) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

**28 Strata Committee to make rules**

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

**29 Building rules**

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

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

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

**31 No smoking**

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

**32 Behaviour of owners and occupiers**

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

**33 Children on common property in building**

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

**34 Drying of laundry items**


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

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**35 Cleaning windows and doors**

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

- (a) it will keep the glass or specified part of the glass clean; or
- (b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

**36 Moving furniture and other objects on or through common property**

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

**37 Garbage disposal**


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

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(i) special garbage requirements,

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

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

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

37.5 An owner or occupier of a lot must:

- (a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
- (b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;
- (c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;
- (d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
- (e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 37.3.

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

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

**38 Keeping of animals**

38.1 Subject to section 139(5) & (6) of the Act, an owner or occupier of a lot may keep 1 dog, cat, or small caged bird or fish kept in a secure aquarium on the lot.

38.2 An owner or occupier must obtain the prior approval of the Strata Committee to keep any animal not referred to in by-law 38.1, approval of which will not be unreasonably withheld or delayed.

38.3 For the purposes of by-law 38.1, the term "small" means:


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

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- (b) a bird which an ordinary person may legally acquire and keep in a cage as a companion animal which is not dangerous to any persons but excluding any type of chicken or other fowl;

38.4 For the purposes of by-law 38.1 an owner or occupier may keep 1 dog or cat which, under the terms of the *Companion Animals Act 1998 (NSW)*, is not:

- (1) declared a menacing, dangerous or nuisance dog;
- (2) declared a nuisance cat; or
- (3) a restricted breed.

or in the reasonable opinion of the Strata Committee that animal is considered to cause unreasonable nuisance to other occupiers of the building then the Strata Committee may withdraw any such approval by notice in writing to the owner or occupier of the lot.

38.5 An owner or occupier may request the Strata Committee to provide confirmation that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Strata Committee as complying with this by-law 38.

38.6 If an owner or occupier of a lot keeps an animal as referred to in by-law 38.1 the owner or occupier must:

- (a) notify the Owners Corporation/Strata Committee;
- (b) keep the animal within the lot; and
- (c) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### 39 Provision of amenities or services

39.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:


- (a) window cleaning;
- (b) trade waste;
- (c) garbage disposal and recycling services;
- (d) electricity, water or gas supply;
- (e) telecommunication services (for example, cable television);
- (f) security services;
- (g) promotional services;
- (h) advertising; or
- (i) cleaning.

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39.2 If the Owners Corporation makes a resolution referred to in by-law 39.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**40 Traffic on common property**

40.1 The Strata Committee has the power to:

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

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

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

**41 Access to a lot by the Owners Corporation**

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

**42 Landscaping**

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

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

**43 Restrictions on use of lot**

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


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

43.3 An owner or occupier of a lot must ensure that the lot is not used for any purpose other than as permitted by Council.

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**44 Restricted areas of common property**

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

**45 Right of entry**

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

**46 Lifts**

- 46.1 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme must use lifts contrary to this capacity.
- 46.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.
- 46.3 An owner or occupier of a lot must not misuse or permit to be misused any lift in the strata scheme and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

**47 Insurance premiums**

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

**48 Storage**

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

**49 Floor coverings**


- 49.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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- 49.2 An owner or occupier of a lot must notify the Owners Corporation no less than 21 days before changing any of the floor coverings or surfaces of a lot. The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier to reduce or otherwise ensure that by-law 49.1 is complied with.
- 49.3 This by-law does not affect any requirement under any law to obtain consent, approval or other authorisation which may be required for the changing of the floor covering or surface concerned.
- 49.4 An owner or occupier must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.

**50 Control on hours of operation and use of facilities**


- 50.1 The Owners Corporation may, by special resolution make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or common property of the strata scheme:
- (a) that commercial or business activities may be conducted on a lot or common property;
  - (b) that any commercial or business activities which are conducted on a lot or common property are only conducted during certain times;
  - (c) that facilities situated on the common property may only be used during certain times or under certain conditions; and
  - (d) any other reasonable condition which is in line with the party's rights of use and enjoyment of the lot or common property of the strata scheme.
- 50.2 An owner or occupier of a lot must comply with any such determination referred to in by-law 50.1.

**51 Failure to comply with by-laws**

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

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**52 Service of documents**

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

**53 Vendor's right to sell**

- 53.1 For such time as the Vendor remains an owner of a lot in the strata scheme, those companies shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.
- 53.2 The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:
- (a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
  - (b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

**54 Lot owners jointly benefitted by easements or other rights**

- 54.1 Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extent of the use and benefit between the lots cannot be determined from the Stratum Plan, and any instrument registered in conjunction with the Stratum Plan, then the Strata Committee appointed from time to time may make rules and regulations about the extent of the use and benefit between lots and the owners and occupiers of lots must comply with those rules and regulations at all times.
- 54.2 The Strata Committee must seek to be as equitable as possible to all the lots referred to in by-law 54.1 having regard to all the circumstances.

**55 Management Statement**


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

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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**56 Short term leasing**

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

**57 Rooftop Cinema and the Podium Cinema**

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

**58 BBQ Area**

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

**59 Swimming Pool**

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

**60 Podium Pool Club**

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

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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**Execution**

**Registered proprietor:**

Executed by **Prime Esplanade Land Pty Ltd ACN 623 092 606** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

.....  
 Signature of Director

.....  
 Print name of Director

.....  
 Signature of Director/Secretary

.....  
 Print name of Director/Secretary

**Mortgagee:**

SIGNED for and on behalf of ANZ  
 Fiduciary Services Pty Limited by  
**KIT LIEW**

who certifies that she/he is a

Agency Services, of Australia and  
 New Zealand Banking Group Limited  
 pursuant to Power of Attorney  
 Registered

dated ..... in the presence of:

.....  
 Witness:

.....  
 Attorney


This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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REGISTERED  29.5.2020

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## Strata Management Statement – Esplanade, 11-13 Solent Circuit, Baulkham Hills

*Note: This strata management statement has effect as an agreement under seal binding:*

- (a) *The owners corporation of a strata scheme for part of the building; or*
- (b) *An owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building; or*
- (c) *Another person in whom is vested the fee simple of a part of the building or site affected by the statement; or*
- (d) *The mortgagee in possession or lessee of a part of the building or site referred to in (c).*

*(see section 105 Strata Schemes Development Act 2015)*

### Overview


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

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

This Management Statement regulates:

- (e) the manner in which Esplanade is used;
- (f) the procedures for maintaining the Shared Facilities;
- (g) the procedures for apportioning Shared Costs;
- (h) the procedures for Meetings;
- (i) the procedures for the financial management of the Shared Facilities and Shared Costs.


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

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## PART 1 DEFINITIONS AND INTERPRETATIONS

### 1 Dictionary and Interpretations

#### 1.1 Dictionary

In this Management Statement, unless the contrary intention appears:

**"Act"** means the *Strata Schemes Management Act 2015*.

**"Administrative Fund"** has the same meaning as in the Act.

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

**"Architectural Code"** means the architectural codes for Esplanade, attached at Schedule 2 agreed to at a Meeting of the Management Committee.

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

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

**"Boardwalks"** means the boardwalks, plaza and access ways referred to in clause 30 and SF9.

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

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

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

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

**"Chairperson"** means the chairperson appointed pursuant to clause 3.3.

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


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

**"Commercial Lot"** means a lot or the lots within a strata scheme (or schemes) which result from the strata subdivision of the Commercial Stratum or a Lot that can otherwise only be used for commercial purposes.

**"Commercial Owners Corporation"** means the Owners Corporation of the Commercial Stratum (if any).

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

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**“Commercial Stratum”** means Lot 2 in the Stratum Plan.

**“Council”** means the Hills Shire Council.

**“Defaulting Member”** means a Member who fails to comply with a notice in clause 6.11.

**“Default Notice”** means the default notice issued in accordance with clause 6.11.

**“Developer”** means Prime Esplanade Land Pty Ltd ACN 623 092 606.

**“DP”** means Deposited Plan.

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

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

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

**“Excluded Services”** means:


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

**“Facilities Manager”** means the facilities manager appointed in accordance with clause 14.

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

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

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

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**"Funds"** means the funds levied by the Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 1.

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

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

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

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

**"Management Committee"** means the Committee to be formed under clause 2, which is responsible for managing Esplanade on behalf of the Members.

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

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

**"Member(s)"** means each of the parties referred to in clause 2.2.

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

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


Where:

MP is the Member's Proportion

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

SLA is the area of the relevant Member's Lot as shown in the Stratum Plan except where such Lot has been subdivided by strata subdivision or otherwise in which case it will be the aggregate of the areas of the Lots as shown in such subdivision plan (excluding common property)

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

"Motor Vehicle" has the same meaning as in the *NSW Road Transport Act 2013*.

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

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

"Owner" means the owner of a Lot.

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

"Parcel" means all of the land contained in Lot 5074 in DP 1003042.

"Payment Notice" has the meaning given to it in clause 6.3.

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

"Representative" means each of the natural persons appointed by each of the Members in accordance with clause 2.3.

"Residential Lot" means a lot or the lots within a strata scheme (or schemes) which result from the strata subdivision of the Residential Stratum.

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

"Residential Stratum" means Lot 3 in the Stratum Plan.


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

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

"Retail Lot" means a lot or the lots within a strata scheme (or schemes) which result from the strata subdivision of the Retail Stratum or a Lot that can otherwise only be used for retail purposes.

"Retail Owners Corporation" means the Owners Corporation of the Retail Stratum (if any).

"Retail Stratum" means Lot 1 in the Stratum Plan.

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**"Review Expert"** means a quantity surveyor or other suitable expert to a level and type of qualification, experience and skill as may be required for preparation of the Shared Facilities Review:

- (a) as may be agreed between the Owners; or
- (b) where the Owners are unable to agree, as appointed by the President of the Institute of Architects (NSW Chapter).

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

**"Secretary"** means the secretary appointed in accordance with clause 2.5.

**"Selling Activities"** means:

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

**"Service"** means any Service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in Schedule 1 of the Act as well as ventilation systems and ducts and stairwell pressurisation systems located within Esplanade and on top of the Buildings comprising Esplanade.

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

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


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

**"Shared Facilities Plan"** means the plan in Schedule 3 showing the location of various Shared Facilities.

**"Shared Facilities Review"** means a review carried out and by the Review Expert, determining:

- (d) the fair allocation of costs and expenses between the Owners in respect of Shared Facilities; and

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- (e) whether any other structure, facility, service, utility on any Lot ought fairly to comprise a Shared Facility;
- (f) whether any contract, arrangement or benefit used or enjoyed by two or more of the Owners should fairly comprise a Shared Cost;
- (g) whether any Shared Facility or Shared Cost should no longer be a Shared Facility or Shared Cost; and

where subclause (b) or (c) applies, the fair allocation of costs in respect of that Shared Facility.

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

**"Strata Manager"** means the person from time to time appointed by the Management Committee under clause 13.

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

**"Stratum Plan"** means the plan of subdivision of the Parcel which creates the Commercial Stratum, Retail Stratum and the Residential Stratum.

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

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


**"Treasurer"** means the treasurer appointed in accordance with clause 2.5.

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

## 1.2 Interpretation

In this Management Statement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Management Statement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

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

### 1.3 Provisions to prevail

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

## PART 2 COMPULSORY MATTERS

### 2 Establishment and composition of the Management Committee and appointment of its office holders

#### 2.1 Establishing Management Committee

The Members must:

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

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**2.2 Members of the Management Committee**

The Members of the Management Committee are:

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

**2.3 Representatives and Substitute Representatives**

- (a) Each of the Members has the right to appoint 1 Representative to represent it at meetings.
- (b) Each Representative must represent the Member who appointed him or her at Meetings and Emergency Meetings.
- (c) An Owners Corporation or other corporation that is a Member of the Management Committee may be represented for the purposes of the Management Committee by a person appointed by, or selected in accordance with, a special resolution or By-Law made by the Owners Corporation or a resolution made by the other corporation.
- (d) Each Member must give to the other Members and the Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address and telephone and facsimile numbers of the Representatives who for the time being will represent it at Meetings or Emergency Meetings of the Management Committee.
- (e) A Member may at any time give to the other Members and the Management Committee written notice of the name, address, telephone and facsimile numbers of a Replacement Representative.
- (f) Anything done by a Representative or a Replacement Representative for the Member that appointed them has the same effect as if the Member undertook such activities.

**2.4 Election not to be a Member**

- (a) An Owners Corporation is not required to be a Member of the Management Committee if the Owners Corporation decides, by special resolution, not to be a Member and all other Members of the Management Committee agree.
- (b) A person other than an Owners Corporation, is not required to be a Member of the Management Committee if the person, by written notice

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to the Management Committee, not to be a Member and all other Members of the Management Committee agree.

**2.5 Office Bearers**

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

**2.6 Who May be Officers**

An officer must be:

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

**2.7 Officers and Compliance**

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

**2.8 Appointing Officers**

The Management Committee:

- (a) must appoint its Officers within one month after the establishment of the Management Committee;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.


**3 Functions of the Committee and its office holders in managing the building and site**

**3.1 The Secretary**

The functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings;
- (b) prepare notices and agendas for Meetings and Emergency Meetings;
- (c) prepare and distribute minutes of Meetings and Emergency Meetings;
- (d) give notices for the Management Committee;

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- (e) answer communications sent to the Management Committee;
- (f) perform administrative and secretarial functions for the Management Committee;
- (g) keep records (other than records which the Treasurer must keep) for the Management Committee according to this Management Statement and the Act;
- (h) forward copies of the records prepared under clause 3.1(g) to the Strata Manager, within a reasonable time after they are prepared (if the Secretary and the Strata Manager are not the same person or entity).

### 3.2 *The Treasurer*

The functions of the Treasurer are to:

- (a) prepare the Budgets and the Financial Statements for the Fund;
- (b) prepare (or arrange for the preparation of) financial statements for the Management Committee;
- (c) prepare (or arrange for the preparation of) audit reports;
- (d) send notices of the Funds contributions to Members;
- (e) collect contributions from Members;
- (f) receive, acknowledge, bank and account for contributions and other money paid to the Management Committee;
- (g) keep accounting records for the Management Committee; and
- (h) provide a copy of the accounting reports prepared under clause 3.2(g) to the Strata Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Strata Manager are not the same person or entity).


### 3.3 *The Chairperson*

The Chairperson is to preside at each Meeting and each Emergency Meeting. In the event that the Chairperson does not attend a Meeting or an Emergency Meeting, the Management Committee may appoint another Representative, Replacement Representative or the Strata Manager to preside at the Meeting or at the Emergency Meeting as chairperson.

### 3.4 *Functions of Management Committee*

The functions of the Management Committee are to:

- (a) make decisions for relevant matters referred to in this Management Statement;

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- (b) consider any proposal submitted to the Management Committee by any Member;
- (c) subject to the Law, consider and determine any other matter which the Members determine by Special Resolution should be considered by the Management Committee;
- (d) agree on the Architectural Code for Esplanade;
- (e) monitor the performance of the Strata Manager;
- (f) monitor the performance of the Facilities Manager;
- (g) determine, levy and recover contributions for the Fund and make payments from the Fund;
- (h) operate, maintain, renew and replace the Shared Facilities;
- (i) change or add to the Shared Facilities;
- (j) fairly control the use of the Shared Facilities;
- (k) effect insurance according to the Act and this Management Statement;
- (l) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this Management Statement;
- (m) arrange for the maintenance of Shared Facilities and other contracts so that the insurances required under this Management Statement are not affected; and
- (n) comply with the Act and this Management Statement.

### 3.5 External Contracts

The Management Committee may enter into contracts or arrangements or undertakings with third parties to assist the Management Committee to perform the obligations of the Management Committee set out under this Management Statement.

## 4 The way in which the Management Statement may be amended

### 4.1 Proposals

- (a) A Member or the Building Manager may submit to the Management Committee a proposal to amend the Management Statement in accordance with clause 15.
- (b) A proposal submitted to the Management Committee must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

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#### 4.2 Decisions

Unless otherwise specified in this Management Statement, a decision to amend this Management Statement must be decided by Unanimous Resolution of the Management Committee.

### 5 Dispute Resolution

#### 5.1 Disputes

The Members must use their best endeavours and good faith to resolve disputes in relation to this Management Statement before they take action under this clause.

#### 5.2 Notice of Disputes


- (a) If a dispute arises in connection with this Management Statement, then any Member (including the Strata Manager) may serve on the other Member(s) and the Management Committee a written notice of dispute following which the provisions of this clause apply.
- (b) The written notice referred to in paragraph 5.2(a) must:
  - (i) identify the subject matter of the dispute or complaint;
  - (ii) set out the facts upon which the dispute or complaint is based;
  - (iii) identify the provisions of the Management Statement relevant to the dispute or complaint;
  - (iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and
  - (v) contain any particulars of quantification of the dispute or complaint.

#### 5.3 Management Committee to negotiate

Within 14 days after a Member serves a dispute notice under clause 5.2 the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on a time and place, they must meet at the offices of the Strata Manager at an agreed time, on the day which is 14 days after the dispute notice was served to try to resolve the dispute by negotiation.

#### 5.4 Mediation

If the parties cannot resolve any dispute arising under or concerning this Management Statement by negotiation under clause 5.3 then the parties must first refer the dispute to mediation. The mediator must be appointed by an office bearer of the Australian Commercial Disputes Centre and the parties

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agree to do all things on their part necessary to enable such mediation to proceed including without limitation all payments payable to the Australian Commercial Disputes Centre and any mediator appointed by that body of their one-half share of any costs incurred with respect to such mediation. The parties must:

- (a) mediate the dispute according to the dispute mediation rules of the Law Society of New South Wales, within 14 days after the mediator is appointed by the office bearer of the Australian Commercial Dispute Centre;
- (b) if the parties cannot agree on a mediation timetable or location, then the mediation timetable will be established by the mediator appointed and the location being in Sydney, New South Wales.

**5.5** *Expert decision*

If a dispute cannot be resolved by mediation under clause 5.4 then the dispute may be submitted for final determination to an expert to be agreed upon between the parties or failing agreement by such expert as may be nominated for that purpose by the President for the time being of the New South Wales Law Society.

**5.6** *Expert instructions*

The parties must instruct the expert appointed under clause 5.5 that the expert:

- (a) must act as an expert and not as an arbitrator; and
- (b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and
- (c) must give a written decision including reasons within 1 month of being appointed.

**5.7** *Decision*


The expert's decision in clause 5.6 is final and binding on the parties to the extent permitted by Law.

**5.8** *Costs*

Unless the person decides otherwise:

- (a) each party must pay its own costs in connection with the dispute under this clause 5; and

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- (b) the costs of referring the dispute to an expert and that experts costs and the cost of enquiries by the expert must be shared equally between the parties.

**5.9 Pre - Condition**

A party must not begin legal proceedings (other than for an interlocutory, interim or urgent injunction) in connection with a dispute under this Management Statement unless that dispute has first been decided by a person appointed under clause 5.5 or the person appointed under clause 5.5 has failed to give a decision within a reasonable time after that person's appointment.

**5.10 Information confidential**

A Member must not divulge any confidential information obtained from another Member under this clause 5 other than to their legal or financial advisers for the purposes of resolving the complaint or dispute or otherwise as required by Law.

**6 Allocation of the costs of shared expenses and details of the method used to apportion costs of shared expense**


**6.1 Apportioning Shared Facilities Costs**

Schedule 1 sets out how much each Member must contribute towards the Shared Costs of the Shared Facilities. The Management Committee must charge Members for Shared Facilities according to Schedule 1. If Schedule 1 does not make a provision for a charge, then each Member must contribute as determined by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be contributed by each Member shall be the Member's Proportion.

**6.2 Payment of Shared Costs by Members**

Members must pay their proportion of the Shared Costs for Shared Facilities according to Schedule 1 (or according to the determination of the Management Committee if there is no provision in Schedule 1 for that cost). Subject to the description of each Shared Facility in Schedule 1, Shared Costs relating to the Shared Facilities include Shared Costs for:

- (a) the maintenance, repair, operating cleaning and replacement of the Shared Facilities;
- (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

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- (c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (d) the inspection of Shared Facilities (if applicable) by a Authority; and
- (e) the certification of Shared Facilities for the purposes of the Law.

#### 6.3 *Paying Contributions*

Subject to this clause, the Management Committee must give each Member at least 30 days' notice, called a Payment Notice, before the Fund contribution is due. The Payment Notice must be in writing and must show:

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

If the Management Committee has to raise Funds in an emergency, it may give less than 30 days' notice of the contribution.

#### 6.4 *Banking money and interest on accounts*

The Management Committee must deposit all contributions and other money paid to the Management Committee by Members or otherwise into its bank or building society accounts.

#### 6.5 *Drawing from accounts*

The Management Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement.

#### 6.6 *Late payments*


A Member must:

- (a) pay the Management Committee interest on any amount the Member owes the Management 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.

#### 6.7 *Interest*

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

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#### 6.8 *Debt*

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

#### 6.9 *Dealing with surplus Funds*

If there is surplus money in the Fund at the end of a budget cycle under this clause, the Management Committee may distribute it between the Members in shares decided by the Management Committee. When deciding the shares for the distribution of surplus money according to this clause, the Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds. The Management Committee may decide to distribute surplus Funds under this clause only by Special Resolution.

#### 6.10 *Adjustments*


If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

#### 6.11 *Defaulting Member*

- (a) If a Member fails to comply with a valid Payment Notice that Member is not a Defaulting Member until:
- (i) the Management Committee (or the Strata Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within thirty days of service of that notice ("Default Notice"); and
  - (ii) the Member has failed to pay the money necessary to remedy the default within that time.
- (b) The Management Committee (or the Strata Manager) is not entitled to serve on an Member a notice under clause 6.11(a)(i) if:
- (i) that Member has served a notice seeking reasonable clarification of an amount in accordance with clause 6.15 and is complying with the requirements of that clause; or
  - (ii) the Management Committee has failed to comply with its obligations in this clause 6.

#### 6.12 *Obligations of Members on Default by an Member*

If a Member to whom a Payment Notice has been given is a Defaulting Member, the following apply:

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- (a) on giving a Default Notice referred to in clause 6.11(a), the money payable by the Defaulting Member may be recovered by the Management Committee from the Defaulting Member as a debt due and owing together with interest at the rate in accordance with clause 6.7, such interest to be computed on a daily basis from the date on which the payment is due until the date upon which it is paid.
- (b) while a Member remains a Defaulting Member:
- (i) neither it nor its Representative or Replacement Representative on the Management Committee is entitled to exercise a vote at any Management Committee Meeting or any Emergency Meeting;
  - (ii) the requirement of a quorum as set out in this document will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and
  - (iii) it is not entitled to request a Meeting or Emergency Meeting of the Management Committee under clause 9.1 or submit a proposal to the Management Committee under clause 15.

#### 6.13 *Dispute Shared Costs*

If there is a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities, the Member must pay according to the proportion in Schedule 1 (or according to clause 6.1 if there is no provision in Schedule 1 for that Shared Cost). After the Member and the Management Committee resolve the dispute, the Members or the Management Committee must pay any necessary adjustments.


#### 6.14 *Dispute – Negotiation, Mediation Arbitration*

If a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities is determined under clause 5.6 the negotiator, mediator or expert who determines the dispute must determine any adjustments the Member or the Management Committee must pay.

#### 6.15 *Clarification*

If a Member requires clarification of an amount it is requested to pay under this Management Statement or a Payment Notice it may within 7 days of receipt of a Payment Notice notify the Management Committee (or the Strata Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

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## 6.16 GST

- (a) In this clause 6.16:
- (i) "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and
  - (ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.
- (b) The Management Committee must comply with the GST legislation (including lodging Business Activity Statements when required).
- (c) The Shared Costs for the Shared Facilities and any other consideration payable under this Management Statement by the Members has not been calculated to include GST.
- (d) The Member must pay to the Management Committee, on each date the Member must make payment for a Taxable Supply under this Management Statement, an additional amount equal to the GST payable on the Taxable Supply or component of the Supply for which that payment is made.


## 7 Review process regarding allocation of costs

### 7.1 *Changing and Adding to the Shared Facilities*

The Management Committee may, by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) create new Shared Facilities;
- (c) change existing Shared Facilities;
- (d) change the use of existing Shared Facilities;
- (e) modify or replace existing Shared Facilities;
- (f) extend Shared Facilities; or
- (g) determine a charge for a Shared Facility where Schedule 1 does not make provision for a charge.

The Members must amend Schedule 1 to reflect anything the Management Committee resolves to do under this clause.

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### 7.2 *Changing Facilities – Pre-Conditions*

Before the Management Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities the Management Committee must resolve to deal with the Shared Facility under clause 7.1 and at least one of the following must occur:

- (a) the Management Committee identifies new Shared Facilities;
- (b) the use of Shared Facilities changes;
- (c) Shared Facilities are repaired, modified or replaced; or
- (d) anything else happens which affects the Shared Costs of the Shared Facilities.

The Members must amend Schedule 1 to reflect anything the Management Committee resolves to do under this clause. A copy of the altered Schedule 1 must be provided to each Member, within 15 Business Days after such alteration has occurred.

### 7.3 *Review Mechanism*

The Management Committee must engage the Review Expert to carry out the Shared Facilities Review:

- (a) at least once in each five year period (or more frequently where the Management Committee may require by Unanimous Resolution);
- (b) as soon as practicable following any change or addition to the Shared Facilities, shared used or enjoyed between one or more of the Owners;

### 7.4 *Submissions*

Each of the Owners may make written and oral submissions to the Review Expert in respect of the subject matters of the Shared Facilities Review.


### 7.5 *Final & Binding*

The Review Expert in undertaking the Shared Facilities Review does so as an expert and not as an arbiter and the Shared Facilities Review will be final and binding on the Owners.

### 7.6 *Variation to Management Statement*

Following the Shared Facilities Review, the Owners must jointly and at their shared cost do all things required to vary this Management Statement in accordance with the Shared Facilities Review.

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**7.7 Disputes**

Where there is any dispute between the Owners in respect of the interpretation of the Shared Facilities Review, the Owners must in good faith endeavour to resolve the dispute in accordance with clause 5 of the Management Statement.

**7.8 Registration**

Each Owner must do all things (including executing all documents and procuring any mortgagee or chargee to execute documents and produce the title) required to effect the registration of a variation of the Management Statement or register a replacement Management Statement to give effect to this clause 7.

**8 Service of notices and other documents on the Management Committee**

**8.1 Service**

A notice, approval, consent or other communication in connection with this Management Statement:

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by pre-paid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Members and the Management Committee in accordance with clause 2.3(e) or if the addressee notifies another address or facsimile number then to that address or facsimile number.


**8.2 Date when effective**

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

**8.3 Receipt of notices**

A letter or facsimile is taken to be received:

- (a) if posted, on a third day after posting;
- (b) if delivered to the party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day; and
- (c) if transmitted by facsimile to a party's address and the correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

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#### 8.4 *Notices by email*

The Management Committee, an owner, a member or any other interested party under this Management Statement may elect to allow receipt of notices by email at any time by providing their email address to the Management Committee to be made available to all other owners, members and interested parties for this purpose.

### **PART 3 OTHER MATTERS**

#### **9 Meetings of Management Committee**

##### **9.1 *Convening Meetings and Delegates***

The Management Committee must convene a Meeting:

- (a) if the Management Committee decides to hold a Meeting;
- (b) if requested by notice in writing by a Member not being a Defaulting Member setting out the issue or proposal required to be addressed in the Meeting, if the Management Committee receives a notice under this clause 9.1(a) and there is an emergency the Management Committee must hold the Meeting within 14 days or sooner from the day the Management Committee receives the notice from the Member; or
- (c) within 1 month after the establishment of the Management Committee; and
- (d) at least every six months.

##### **9.2 *Notices***

The Management Committee must give each Member at least 10 Business Days written notice of a Meeting, which includes the Meeting agenda and details. In the case of an emergency, shorter notice may be given and the manner of notice may include telephone calls depending upon the circumstances.

##### **9.3 *Management Committee Meeting Minutes***


The Management Committee must prepare, keep and maintain:

- (a) notices of Meetings and agendas for Meetings;
- (b) minutes of all Meetings and distribute those minutes to each Member within 14 days of the relevant Meeting.

##### **9.4 *Members Rights to Inspect Records***

Members, Owners and Occupiers may inspect the Management Committee's records in the following manner:

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- (a) the Members, Owners or Occupiers must apply in writing to the Management Committee;
- (b) must pay the Management Committee the inspection fee prescribed from time to time by the regulations to the Act; and
- (c) the Management Committee must allow the Member, Owner or Occupier to inspect Management Committee's records within 5 Business Days after a request has been made in writing and the payment of the inspection fee under clause 9.4(b).

## 10 Quorum

### 10.1 Quorum

One Representative or Replacement Representative of each Member will constitute a quorum for any Meeting of the Management Committee. If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned, without the need for further notice, for two business days, to be held at the same time and at the same place notified for the original Meeting. The quorum for the adjourned Meeting will be that number of Representatives present at the time appointed for the adjourned Meeting.

### 10.2 Decisions in Writing

The Management Committee may make decisions in writing without holding a Meeting if:

- (a) the Management Committee serves on the Members according to this Management Statement notice of the Meeting and the motions to be considered by the Management Committee; and
- (b) the required Members or the Members have approved each motion within the notice in clause 10.2(a) in writing.

## 11 Voting


### 11.1 Voting

Subject to clause 11.2, at all Meetings of the Management Committee a Member is entitled to vote with the vote to its respective Representative.

### 11.2 Restrictions on voting

The following restrictions apply to the voting at any Meeting or Emergency Meeting:

- (a) a Member may only vote on a motion regarding any of the Shared Facilities if:

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- (i) the Member contributes towards the cost of such of the Shared Facilities; and
  - (ii) the effect of the Motion is to require the Member to contribute towards the cost of such of the Shared Facilities; and
- (b) the Chairperson does not have a casting vote.

### 11.3 *Subdivision of Stratum Lots*

The Owner of the Commercial Stratum, Retail Stratum or the Residential Stratum may subdivide such Stratum by way of strata plan or otherwise without the consent of the Management Committee so long as the subdivision complies with the Law and does not conflict with this Management Statement.

## 12 Management Committee decisions

### 12.1 *Decisions*

The Management Committee may make decisions:

- (a) according to this Management Statement;
- (b) by a Resolution, Special Resolution or Unanimous Resolution according to this Management Statement.

### 12.2 *Resolutions Required*


A decision of the Management Committee may be made by a Resolution unless otherwise specified in this Management Statement.

### 12.3 *Unanimous Resolution Required*

The matters which the Management Committee must decide by Unanimous Resolution are:

- (a) amending this Management Statement;
- (b) changing the Architectural Code;
- (c) changing, adding to or extending the Shared Facilities;
- (d) changing, adding or varying the Shared Costs;
- (e) changing, adding or varying the portion of Shared Costs levied in Schedule 1;
- (f) the repayment of part or in whole of the Funds to Members.

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### 13 Appointing the Strata Manager

#### 13.1 *Appointment of the Strata Manager*

The Management Committee may appoint a Strata Manager to manage the Management Committee's functions relating to Esplanade. The appointment and terminating the appointment of the Strata Manager under this clause may be by a Resolution.

#### 13.2 *Delegation of Functions*

Subject to clause 13.3, the Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

#### 13.3 *Restricted Functions*

The Management Committee may not delegate the following functions to the Strata Manager:

- (a) functions which the Management Committee may exercise only by Special Resolution;
- (b) functions which the Management Committee decides by Special Resolution may be performed only by the Management Committee; and
- (c) the function to determine and levy the Fund and the Fund contributions on Members.

#### 13.4 *Strata Manager Fees*

The Strata Manager Fee of the Strata Manager for the term of appointment may be the amount reasonably determined by the Management Committee.

#### 13.5 *Strata Manager and Management Committee Contract*

The agreement between the Management Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member and the Strata Manager;
- (b) reserve the power for the Management Committee and the Officers to continue to exercise the functions which the Management Committee delegates to the Strata Manager; and
- (c) have provisions regulating the rights of the Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.

#### 13.6 *Strata Manager Obligations*

Subject to this clause, the Strata Manager under an agreement may undertake the following duties, without limitation: