

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Richardson & Wrench Alexandria/Waterloo 1/1 Hunter Street, Waterloo NSW 2017 Email: mdawes@rwaw.com.au	Phone: 0410 346 994 Ref: Mark Dawes
vendor	Peter Anthony Dykman 16/20 Anchorage Circuit, Twin Waters QLD 4564	
vendor's solicitor	Vogue Conveyancing WorkInc, Bay 7, 6 Middlemiss Street, North Sydney NSW 2060 PO Box 317, Artarmon NSW 1570 Email: cindy@vogueconveyancing.com.au	Phone: 02 9411 6681 Ref: CL:21/10605
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	Apartment 203, 35E Arncliffe Street, Wolli Creek NSW 2205 Lot 11 in Strata Plan 72443 Folio Identifier 11/SP72443	
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 type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" 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 checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: smoke alarm, clothes dryer		

exclusions

purchaser

purchaser's solicitor

price	\$	(10% of the price, unless otherwise stated)
deposit	\$	
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

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

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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 (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number
 NetStrata
 PO Box 265, Hurstville NSW 1493
 Email: admin@netstrata.com.au
 Tel: 1300 638 787

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - within 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - within 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - within a reasonable time.
- 6 Error or misdescription**
- 6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor serves notice of intention to *rescind*; and

7.1.3 the purchaser does not serve notice waiving the claims *within* 14 days after that service; and

7.2 if the vendor does not *rescind*, the parties must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the parties in the same proportion as the amount held is paid; and

7.2.6 if the parties do not appoint an arbitrator and neither party requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not serve a notice waiving the *requisition within* 14 days after that service.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the property under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the property due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser, or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Additional Conditions to Contract for sale of Land 2019 edition

The terms of the printed Contract to which these Additional Conditions are annexed are to be read subject to the following. If there is a conflict between these Additional Conditions and the printed Contract, then these Additional Conditions will prevail. The parties agree that should any provision be held contrary to law, void or unenforceable, then such provision will be severed from this Contract and such remaining provisions will remain in full force and effect.

33. Amendments to Standard Form

The following clauses of the Law Society Standard Form pages 4 – 19 of this Contract are amended as follows:

- 33.1 Clause 7.1.1 is amended by deleting the words "5% of the price" and the replacing with the words "1% of the price".

34. Notice to Complete

- 34.1 If either party does not complete this Contract on or before the 'date for completion' then the other party is entitled at any time after the 'date for completion' to serve a notice to complete ("Notice") making the date and time for completion essential. Such Notice will be for a period of not less than fourteen (14) days.
- 34.2 The Party issuing the Notice is at liberty to withdraw such Notice and re-issue another one at anytime.
- 34.3 The Party that issues the Notice is entitled to recover the fee of \$275.00 (including GST) from the other party to cover the cost for issuing such Notice.

35. Interest

- 35.1 In the event that completion does not take place by the Completion Date, through no fault of the Vendor, the Purchaser must pay interest on the balance of purchase monies to the Vendor on completion at the rate of **10% per annum** from and including the Completion Date up to and including the date of completion. The parties agree that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

36. Present State of Repair

- 36.1 The property is sold in its present condition and the Purchaser acknowledges that it buys the property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and in particular as to any purpose for which the property may be used.
- 36.2 The Vendor is not liable for any loss occasioned by mechanical breakdown of any part of the property included in the sale. The Purchaser cannot make a claim, rescind or terminate the Contract in this regard.

37. Incapacity & Bankruptcy

- 37.1 If the Vendor or Purchaser or if more than one of them die, become mentally ill or go into bankruptcy, then either party may rescind this Contract and clause 19 of the Contract will apply.

38. Agent Warranty

- 38.1 The Purchaser warrants that he has not been introduced to the Property other than by the Vendor's Agent specified on the front page of this Contract and this clause will not merge upon completion.

39. Cooling off

- 39.1 If the Purchaser requests an extension pursuant to section 66S of the Conveyancing Act 1919 and does not serve a notice pursuant to Section 66U of the Conveyancing Act 1919, for each extension granted by the Vendor the Purchaser shall pay to the Vendor of \$150.00 (inclusion of GST).

40. Cost for Change of Date for Completion

- 40.1 The Parties acknowledge that the date for completion is as set out on the front page of the Contract.
- 40.2 In the event that either party requests an amendment to the date for completion (the "New Settlement Date"), then such party will pay to the other party an amount of \$280.00 plus GST being compensation to the other party for additional legal costs incurred in arranging settlement to align on the New Settlement Date.
- 40.3 The amount referred to in clause 40.2 above is to be paid by way of adjustment on settlement.

41. Time for Service

- 41.1 For the purposes of this Contract, the hours of a normal business day are between 9.00am and 5pm, Monday to Friday. Should a document or notice be served physically or electronically outside of these times then the document or notice is deemed to be served on the following business day.

42. Electronic Execution

- 42.1 This Contract may be executed by any and all parties by way of electronic signature, and if so, must be considered an original. This Contract may be executed and delivered by email and the parties agree that such scanned execution and email delivery must be the same force and effect as delivery of an original document with original signatures, and that each party may use such scanned signatures as evidence of the execution and delivery of this Contract by all parties to the same extent that an original signature could be used.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/SP72443

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2021	11:37 AM	3	9/9/2018

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

LAND

LOT 11 IN STRATA PLAN 72443
AT ARNCLIFFE
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

PETER ANTHONY DYKMAN

{T AA719444}

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP72443
- 2 AA719445 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 20/5/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. 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.

Copyright © Office of the Registrar-General 2021

Received: 20/05/2021 11:36:50



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP72443

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2021	11:36 AM	6	8/11/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 72443
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ARNCLIFFE
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP72443

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 72443
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1066102
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP72445
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP72445
- 5 DP1064374 EASEMENT FOR EMERGENCY EGRESS 2.05 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1064374 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1064374 EASEMENT FOR ENCROACHING STRUCTURE(S) 2.05 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1064374 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP1066102 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE LAND ABOVE DESCRIBED
- 10 DP1066102 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1066102 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE DESCRIBED
- 12 DP1066102 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 20/5/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP72443

PAGE 2

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

DESCRIBED

13 DP1066102 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1066102

14 DP1066102 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED

15 DP1066102 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH AFFECTING
THE PART(S) SHOWN SO BURDENED IN DP1066102

16 DP1066102 EASEMENT FOR RECREATIONAL USE (1) VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102

17 DP1066102 EASEMENT FOR RECREATIONAL USE (1) VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED

18 DP1066102 EASEMENT FOR RECREATIONAL USE (2) VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED

19 AM898189 INITIAL PERIOD EXPIRED

20 AP668758 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 72443

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 30	2	- 36	3	- 36	4	- 27
5	- 27	6	- 36	7	- 36	8	- 30
9	- 31	10	- 37	11	- 37	12	- 30
13	- 30	14	- 37	15	- 37	16	- 31
17	- 37	18	- 41	19	- 40	20	- 41
21	- 40	22	- 36	23	- 36	24	- 41
25	- 41	26	- 41	27	- 41	28	- 37

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 20/5/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. 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.

Copyright © Office of the Registrar-General 2021

Received: 20/05/2021 11:36:52

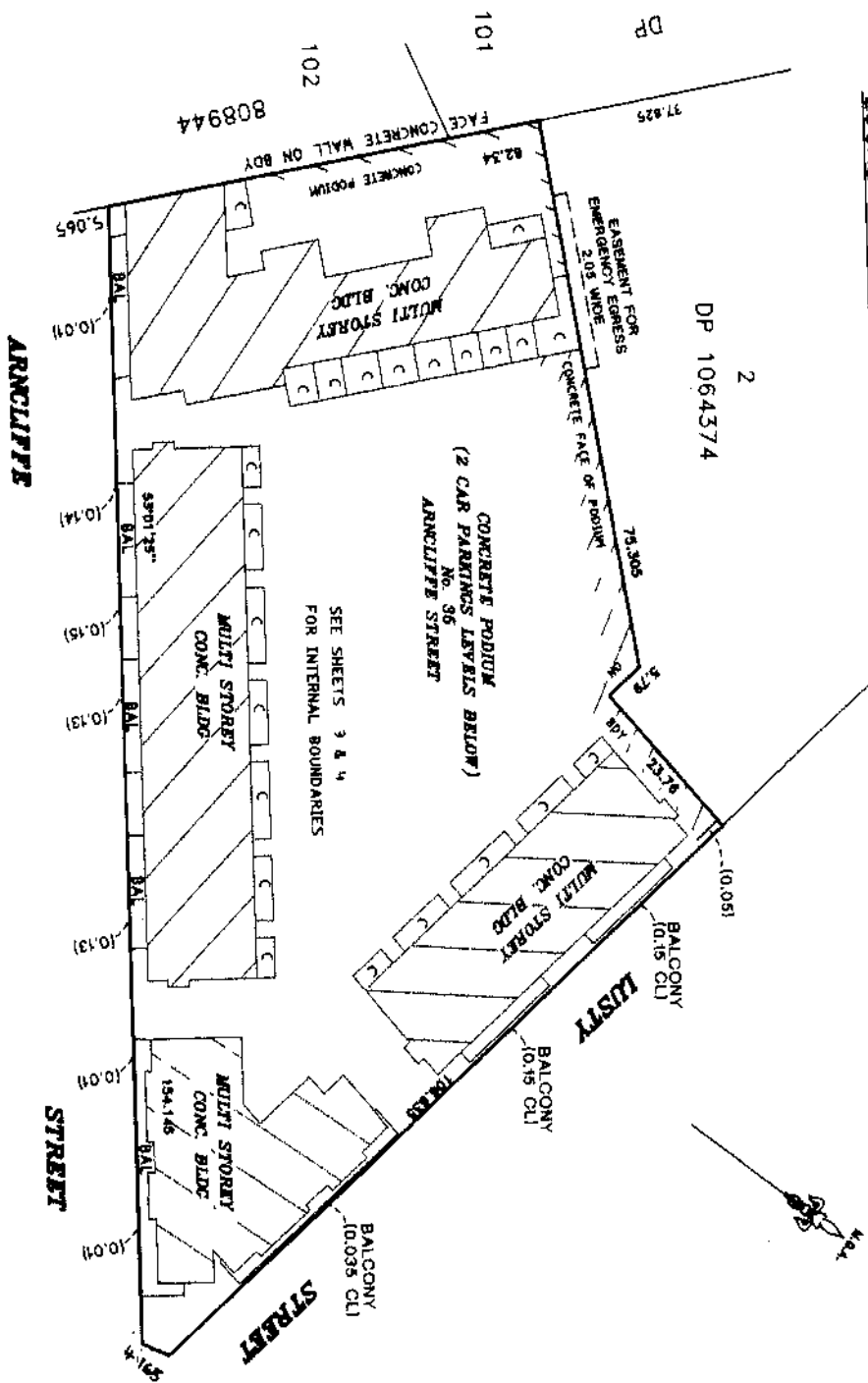
OFFICE USE ONLY

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 9 Sheets

LOCALITY SKETCH



- NOTES:
1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS, RIGHTS OF CARRIAGEWAY AND STRATH BOUNDARY DETAILS.
 2. BAL DENOTES BALCONY.
 3. C DENOTES COURTYARD.

Reduction Ratio 1:600

Lengths are in metres

Registered Surveyor

Surveyor's Reference: 29527SP4

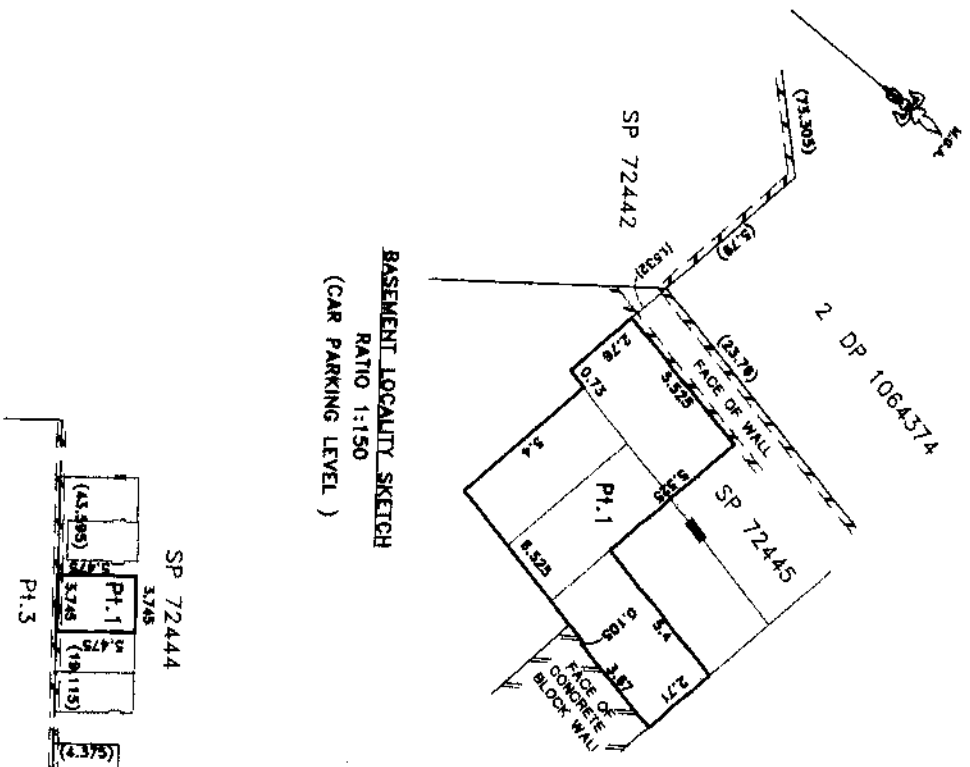
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

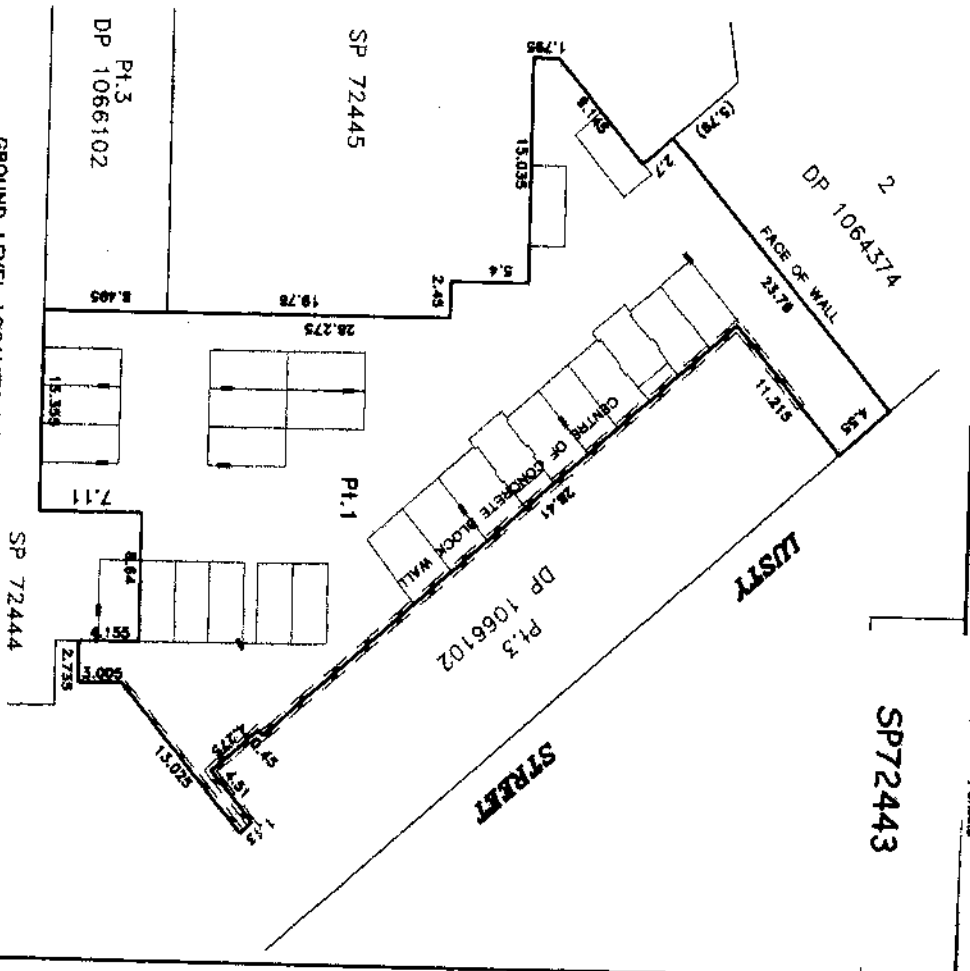
Sheet No. 3 of 9 Sheets

NOTES:
 1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS, RIGHTS OF CARRIAGEWAY
 AND STRATUM BOUNDARY DETAILS.

BASEMENT LOCALITY SKETCH
 RATIO 1:150
 (CAR PARKING LEVEL)



GROUND LEVEL LOCALITY SKETCH
 RATIO 1:300
 (CAR PARKING LEVEL)



Reduction Ratio 1:150 & 300

Lengths are in metres

Andrew Brown
 Registered Surveyor

SURVEYOR'S REFERENCE: 2952/SP4

Authorised person to sign this document



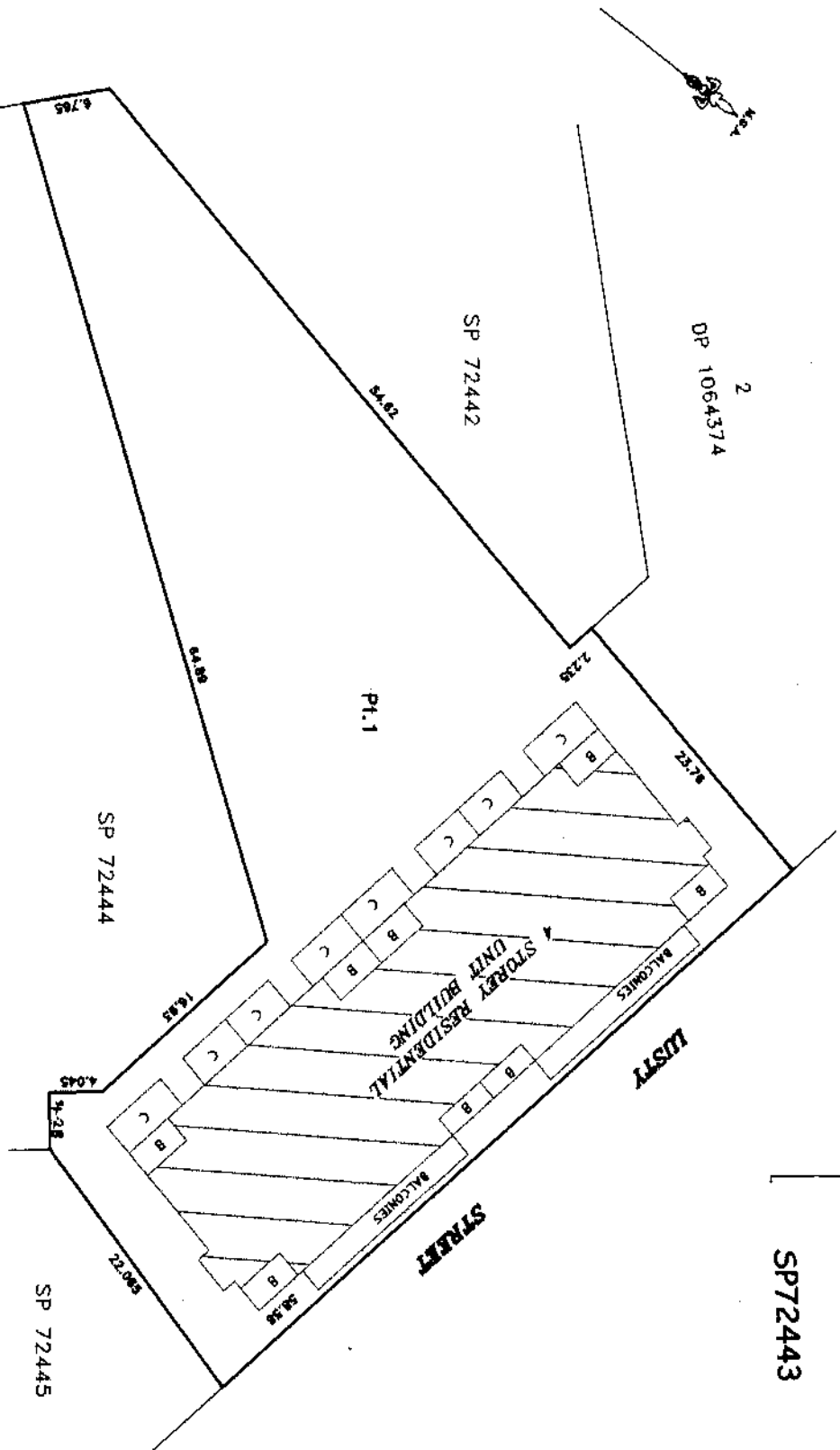
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 9 Sheets

- NOTES:
1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS AND STRATUM BOUNDARY DETAILS.
 2. C DENOTES COURTYARD.
 3. B DENOTES BALCONY.

LOCALITY SKETCH PODIUM LEVEL AND ABOVE



Reduction Ratio 1:300

Lengths are in metres

Indira K. B.
 Registered Surveyor

Michael J. B.
 Registered Surveyor

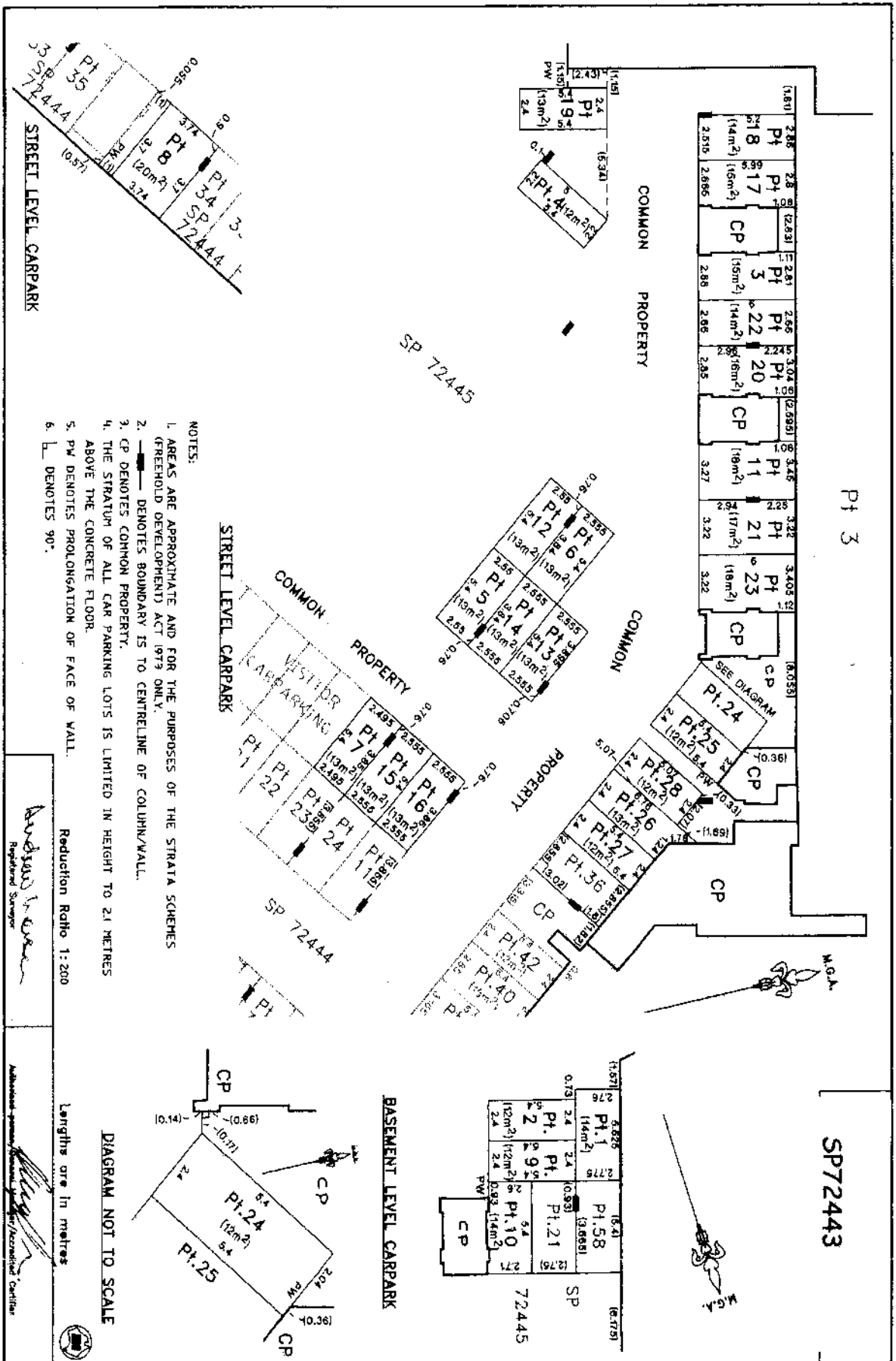
STRATA PLAN REFERENCE: 295275P4



STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 9 Sheets

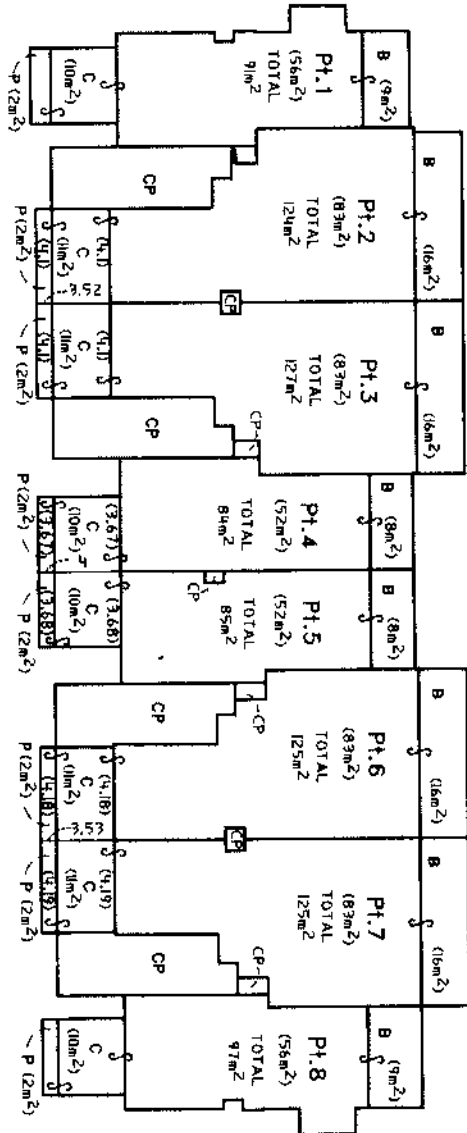


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 9 Sheets

SP72443



LEVEL 1

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY
 4. C DENOTES COURTYARD
 5. P DENOTES PLANTER WHICH IS LIMITED IN HEIGHT TO 3.3 METRES ABOVE ITS CONCRETE BASE
 6. BALCONIES AND COURTYARDS WHERE NOT COVERED EXTEND IN HEIGHT 2.8 METRES ABOVE THEIR RESPECTIVE BASE

Reduction Ratio 1:200

Lengths are in metres



Handwritten signature
 Registered Surveyor

Authorised person/Company/Company Director's Certificate

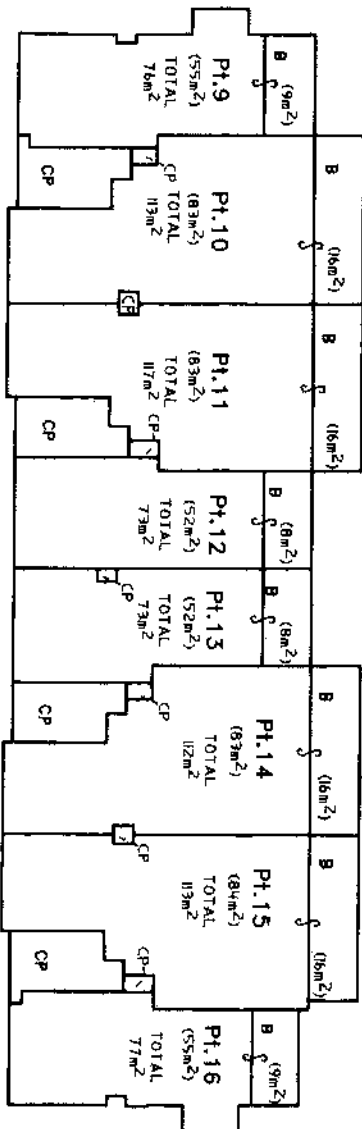
SURVEYOR'S REFERENCE: 295275P4

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 9 Sheets

SP72443



LEVEL 2

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREELAND DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Wilson
 Registered Surveyor

Andrew Wilson
 Registered Surveyor

SURVEYOR'S REFERENCE: 205215P4

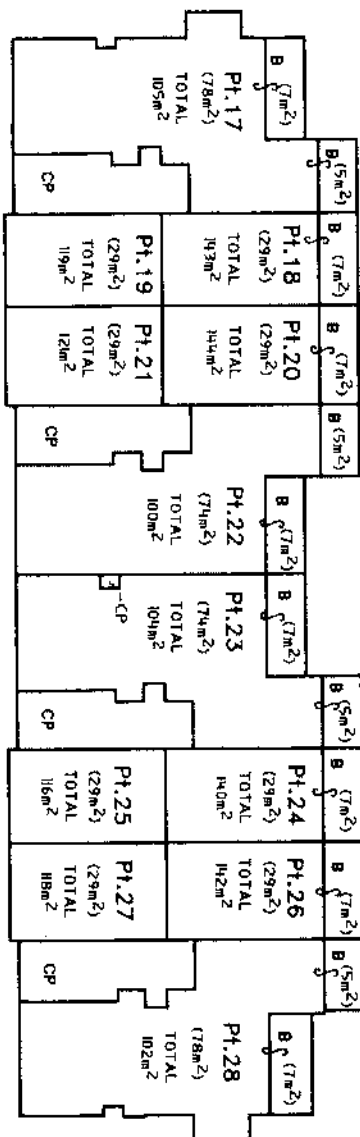


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 9 Sheets

SP72443



LEVEL 3

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA Schemes (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

29527-73

Reduction Ratio 1:200

Lengths are, in metres

Supervisor's Reference: 29527SP4

Registered Surveyor

Accredited Certifier

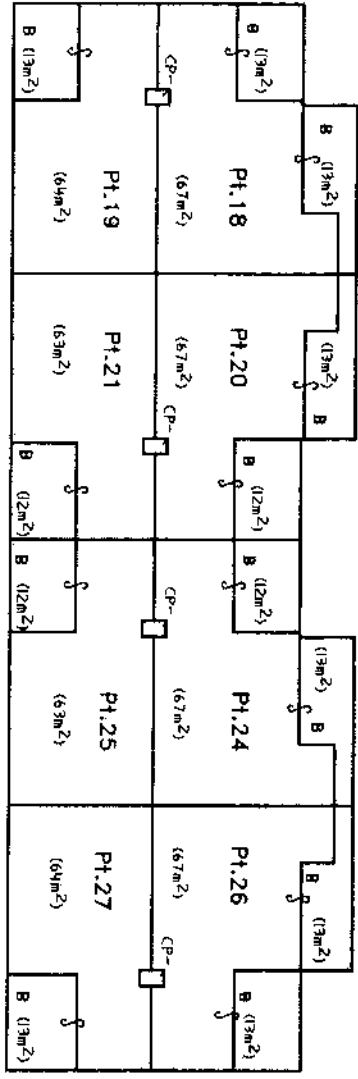


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 9 Sheets

SP72443



LEVEL 4

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA Schemes (FREHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE
 3. CP DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

David Johnson
 Registered Surveyor

Michael Johnson
 Registered Landholder

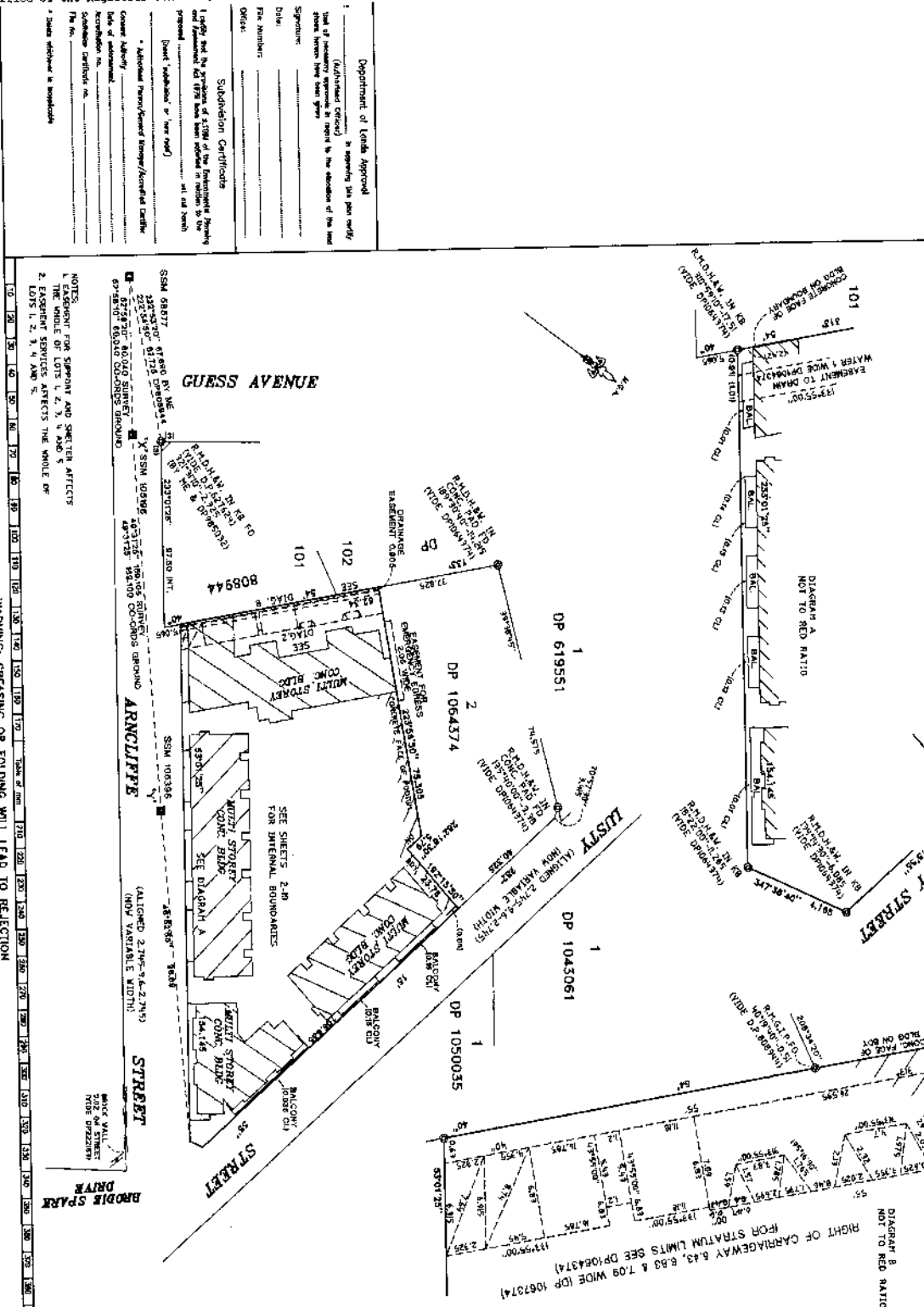
SURVEYOR'S REFERENCE: 29527SP4



[illegible]

SURFACTANTS (POLYOLIC) REGULATION 2007 (CLAUSE 32(2))									
	WATER	EXTRACTING	NORTHING	50% FINE	CLASS ORDER	PL	AOC		
SSM 105877	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.578		
SSM 105878	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.580		
SSM 105879	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.581		
SSM 105880	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.582		
SSM 105881	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.583		
SSM 105882	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.584		
SSM 105883	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.585		
SSM 105884	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.586		
SSM 105885	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.587		
SSM 105886	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.588		
SSM 105887	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.589		
SSM 105888	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.590		
SSM 105889	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.591		
SSM 105890	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.592		
SSM 105891	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.593		
SSM 105892	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.594		
SSM 105893	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.595		
SSM 105894	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.596		
SSM 105895	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.597		
SSM 105896	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.598		
SSM 105897	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.599		
SSM 105898	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.600		
SSM 105899	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.601		
SSM 105900	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.602		
SSM 105901	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.603		
SSM 105902	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.604		
SSM 105903	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.605		
SSM 105904	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.606		
SSM 105905	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.607		
SSM 105906	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.608		
SSM 105907	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.609		
SSM 105908	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.610		
SSM 105909	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.611		
SSM 105910	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.612		
SSM 105911	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.613		
SSM 105912	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.614		
SSM 105913	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.615		
SSM 105914	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.616		
SSM 105915	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.617		
SSM 105916	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.618		
SSM 105917	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.619		
SSM 105918	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.620		
SSM 105919	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.621		
SSM 105920	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.622		
SSM 105921	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.623		
SSM 105922	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.624		
SSM 105923	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.625		
SSM 105924	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.626		
SSM 105925	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.627		
SSM 105926	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.628		
SSM 105927	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.629		
SSM 105928	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.630		
SSM 105929	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.631		
SSM 105930	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.632		
SSM 105931	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.633		
SSM 105932	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.634		
SSM 105933	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.635		
SSM 105934	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.636		
SSM 105935	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.637		
SSM 105936	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.638		
SSM 105937	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.639		
SSM 105938	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.640		
SSM 105939	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.641		
SSM 105940	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.642		
SSM 105941	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.643		
SSM 105942	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.644		
SSM 105943	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.645		
SSM 105944	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.646		
SSM 105945	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.647		
SSM 105946	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.648		
SSM 105947	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.649		
SSM 105948	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.650		
SSM 105949	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.651		
SSM 105950	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.652		
SSM 105951	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.653		
SSM 105952	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.654		
SSM 105953	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.655		
SSM 105954	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.656		
SSM 105955	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.657		
SSM 105956	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.658		
SSM 105957	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.659		
SSM 105958	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.660		
SSM 105959	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.661		
SSM 105960	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.662		
SSM 105961	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.663		
SSM 105962	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.664		
SSM 105963	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.665		
SSM 105964	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.666		
SSM 105965	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.667		
SSM 105966	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.668		
SSM 105967	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.669		
SSM 105968	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.670		
SSM 105969	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.671		
SSM 105970	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.672		
SSM 105971	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.673		
SSM 105972	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.674		
SSM 105973	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.675		
SSM 105974	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.676		
SSM 105975	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.677		
SSM 105976	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.678		
SSM 105977	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.679		
SSM 105978	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.680		
SSM 105979	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.681		
SSM 105980	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.682		
SSM 105981	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.683		
SSM 105982	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.684		
SSM 105983	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.685		
SSM 105984	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.686		
SSM 105985	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.687		
SSM 105986	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.688		
SSM 105987	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.689		
SSM 105988	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.690		
SSM 105989	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.691		
SSM 105990	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.692		
SSM 105991	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.693		
SSM 105992	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.694		
SSM 105993	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.695		
SSM 105994	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.696		
SSM 105995	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.697		
SSM 105996	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.698		
SSM 105997	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.699		
SSM 105998	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.700		
SSM 105999	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.701		
SSM 106000	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.702		
SSM 106001	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.703		
SSM 106002	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.704		
SSM 106003	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.705		
SSM 106004	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.706		
SSM 106005	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.707		
SSM 106006	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.708		
SSM 106007	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.709		
SSM 106008	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.710		
SSM 106009	92.1/1.25	90.6	92.1/0.3	40.3	B	2	1.711		
SSM 106010	92.1/1.25	90.6							

Plan drawing only to appear in this space



WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

[illegible]

SEE SHEET 4 FOR EASEMENT BOUNDARIES AT THIS LEVEL.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Registered 12.05.2004

This is sheet 2 of my photo in 2017 which
dated 18.02.2004

Rechtsanwalt

Surveyor registered under the Surveying Act 2013

This is issued of the plan of sheets covered by my Certificate No. of

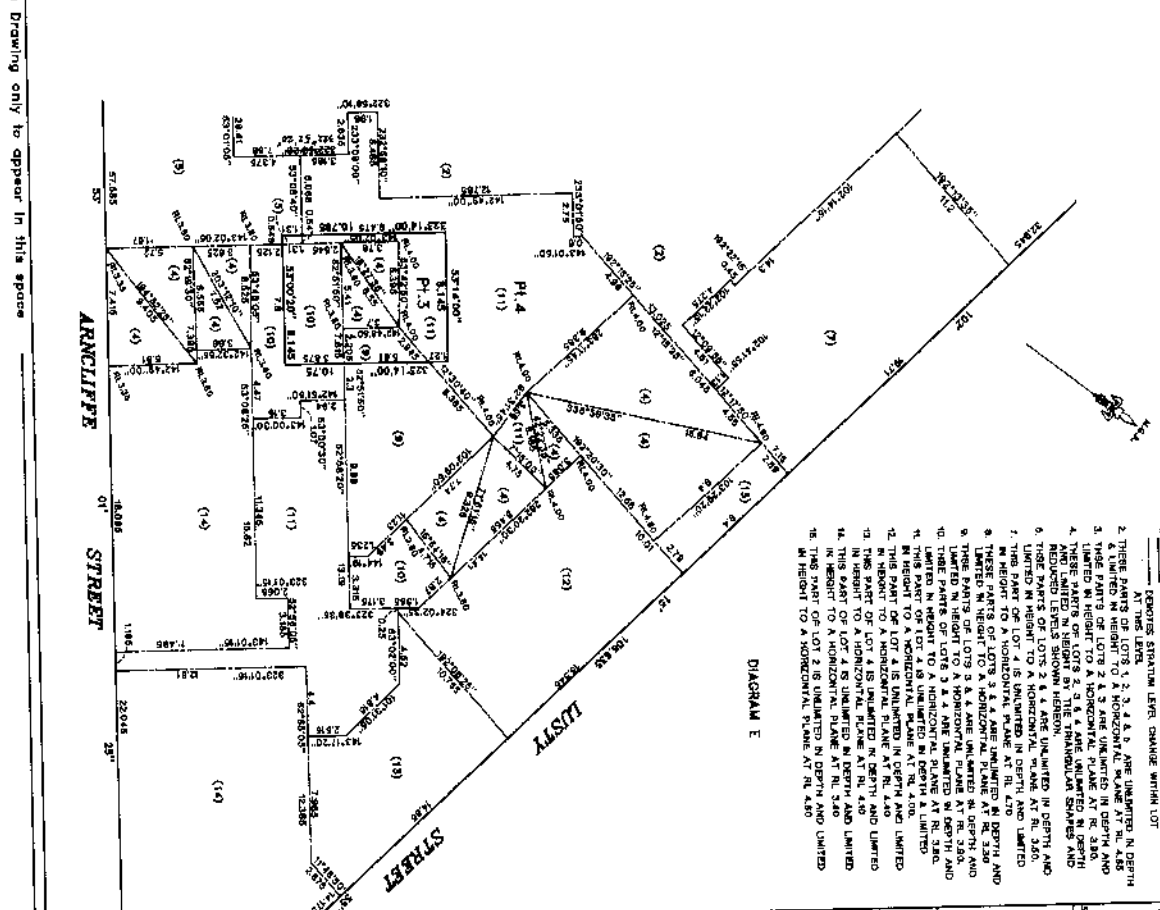
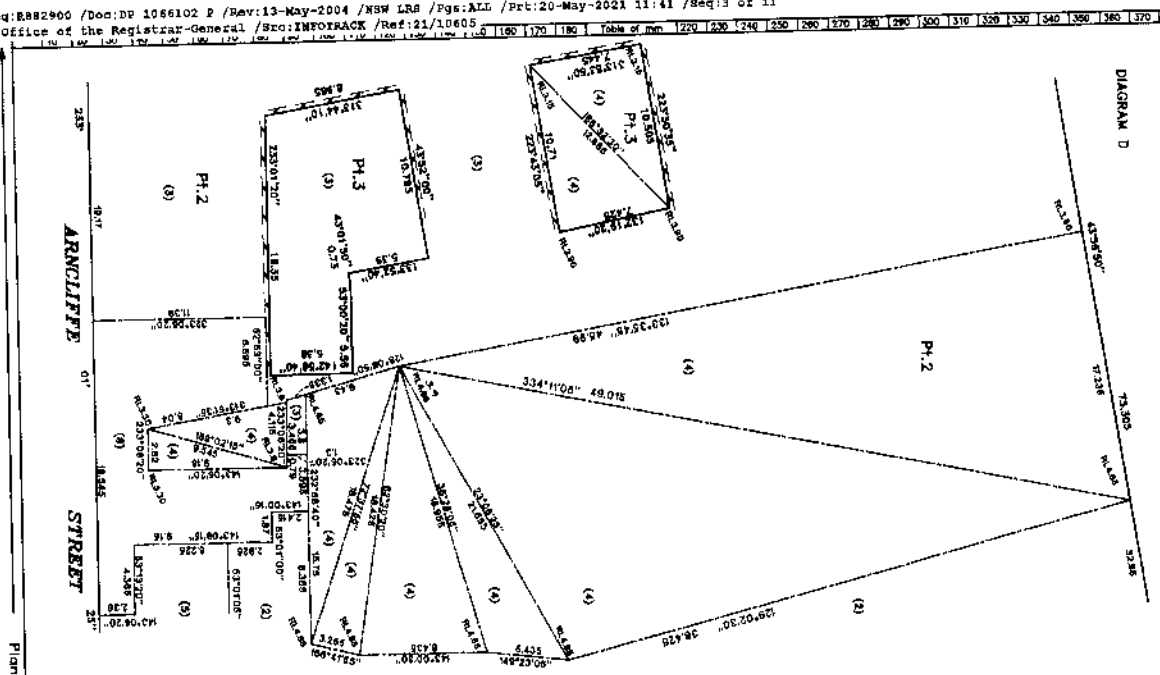
For use where space is insufficient in any panel on Phase Form 2

PLAN FORM 3

To be used in conjunction with Plan Form 2

BASEMENT LEVEL STRATUM BOUNDARIES
 SEE SHEET 2 FOR CONTINUATION

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- NOTES:
1. DOTTED LOT BOUNDARY AT THIS LEVEL.
 2. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH.
 3. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.80.
 4. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.80.
 5. REDUCED LEVELS SHOWN BY THE TRIANGULAR SHAPES AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 6. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 7. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 8. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 9. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 10. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 11. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 12. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 13. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 14. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 15. THREE PARTS OF LOTS 1, 2, 3, 4 & 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.

Registered 18.05.2004
 This is sheet 3 of my plan in accordance with the provisions of the Real Property Act 1900.
 I, the Registrar-General, have caused this plan to be registered in accordance with the provisions of the Real Property Act 1900.
 Signature: [Signature]
 Date: 18.05.2004
 Title: Registrar-General
 Office: Registrar-General
 Address: [Address]
 State: [State]
 Postcode: [Postcode]
 Country: [Country]
 Scale: 1:200
 Reduction Ratio: 1:200
 Surveyors Reference: 230527-01

BASEMENT LEVEL RIGHT OF CARRIAGEWAY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

NOTES: 1. DEDUCT RIGHT OF CARRIAGEWAY IS LIMITED IN WIDTH TO THE TRIANGULAR SHADES AND REDUCED LEVELS SHOWN HEREON.

2. ELEVATIONS INDICATED BY THE SURFACE OF CARRIAGEWAY & LAMPS IN DEPTH TO THIS PLANE AND LAMPS IN HEIGHT TO 2.5 METRES ABOVE THIS BASE.

DP1066102

Registered 16.05.2004

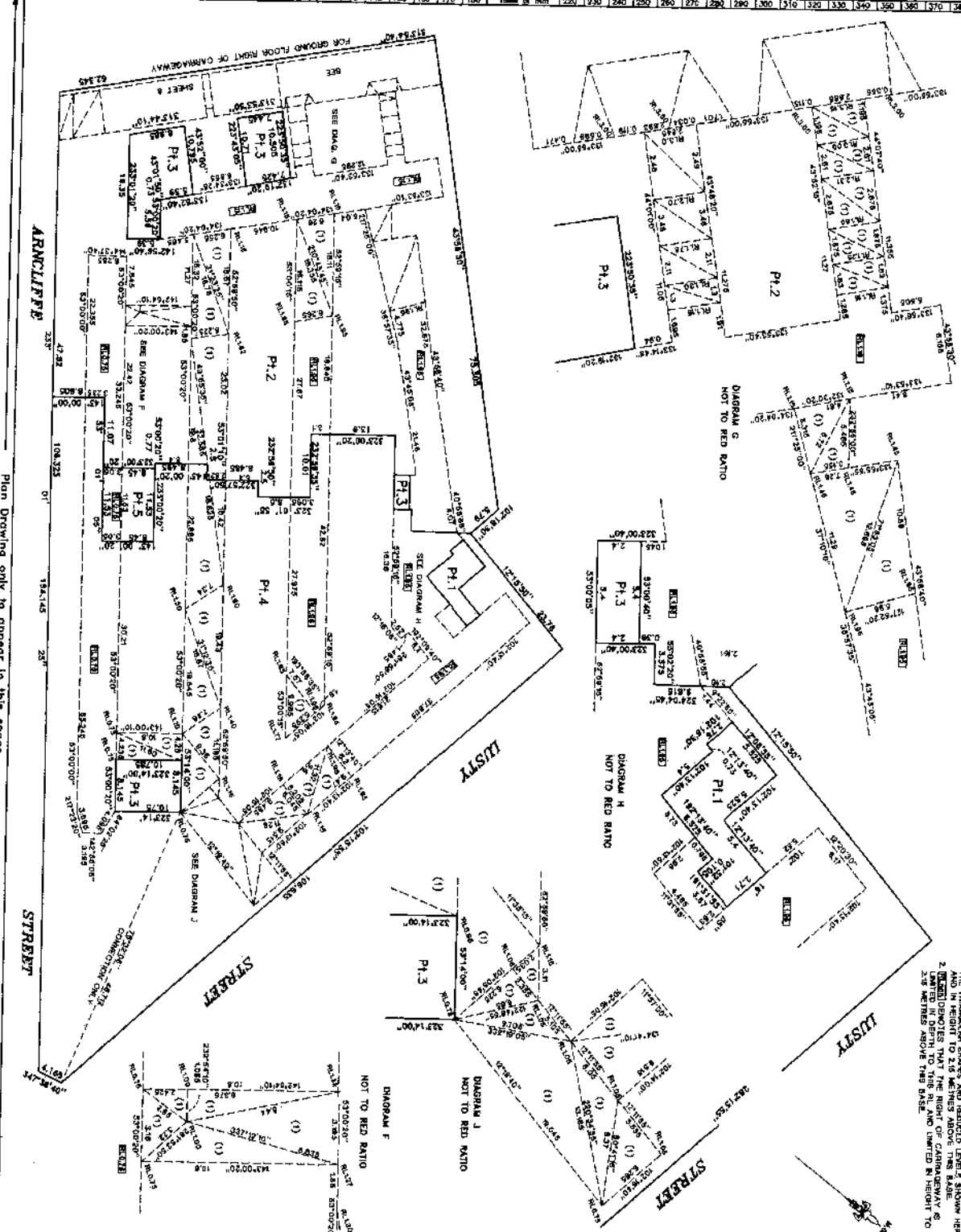
This is a plan of my own in 2004

Handwritten signature

Surveyor registered under the Surveying Act 2002
 This is a plan of my own in 2004
 signed and sealed by my Certificate No.

Handwritten signature
 Surveyor

For use only in the field in my plan as shown on Form 2



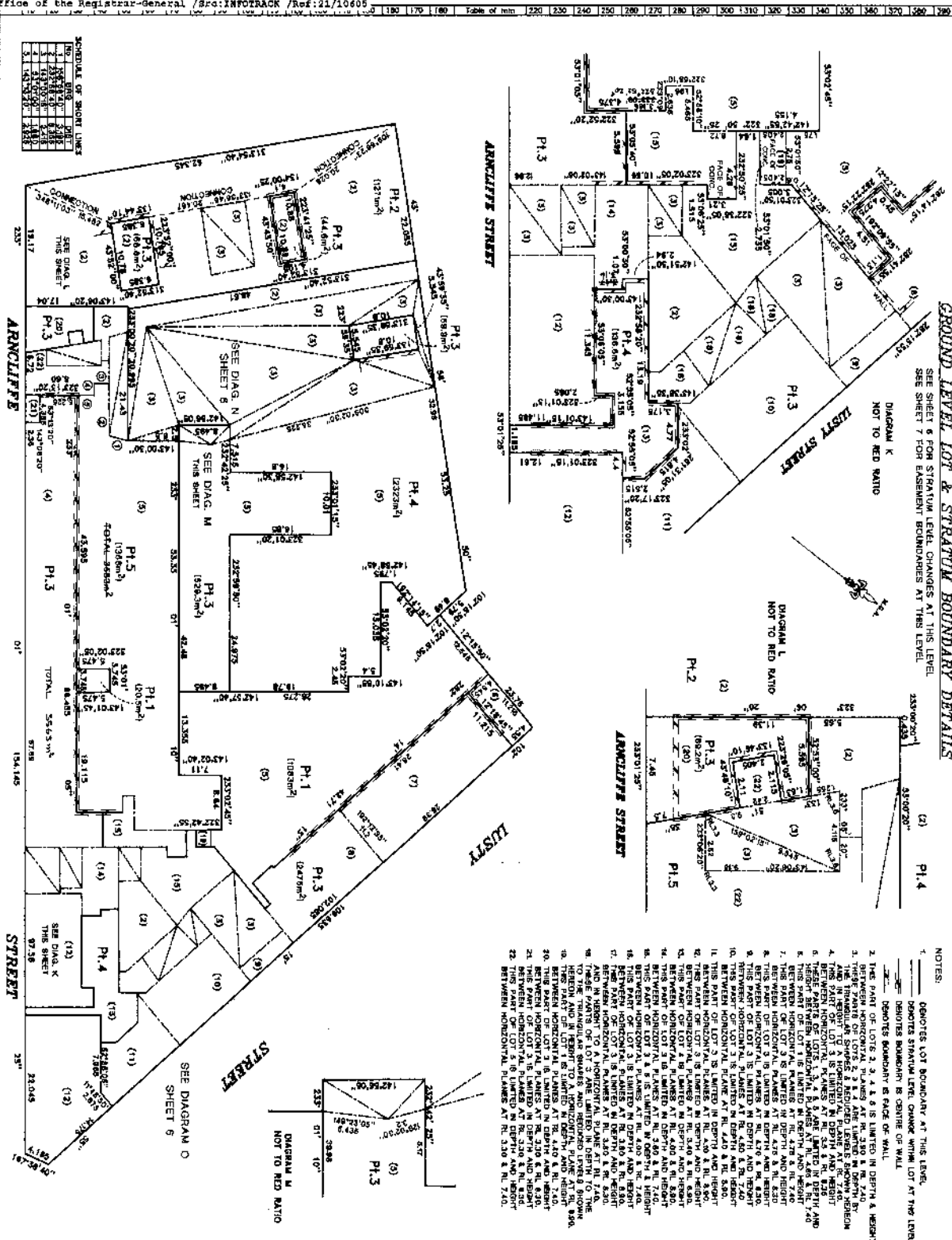
Plan Drawing only to appear in this space

Reduction scale 1:450

Surveyors reference: 2957-81

GROUND LEVEL LOT & STRATUM BOUNDARY DETAILS

SEE SHEET 6 FOR STRATUM LEVEL CHANGES AT THIS LEVEL
SEE SHEET 7 FOR EASEMENT BOUNDARIES AT THIS LEVEL



DP1066102

Registered  18-05-2004

This is about 3 of my photos in 2011/12
dated 18.02.2004

Good to us here

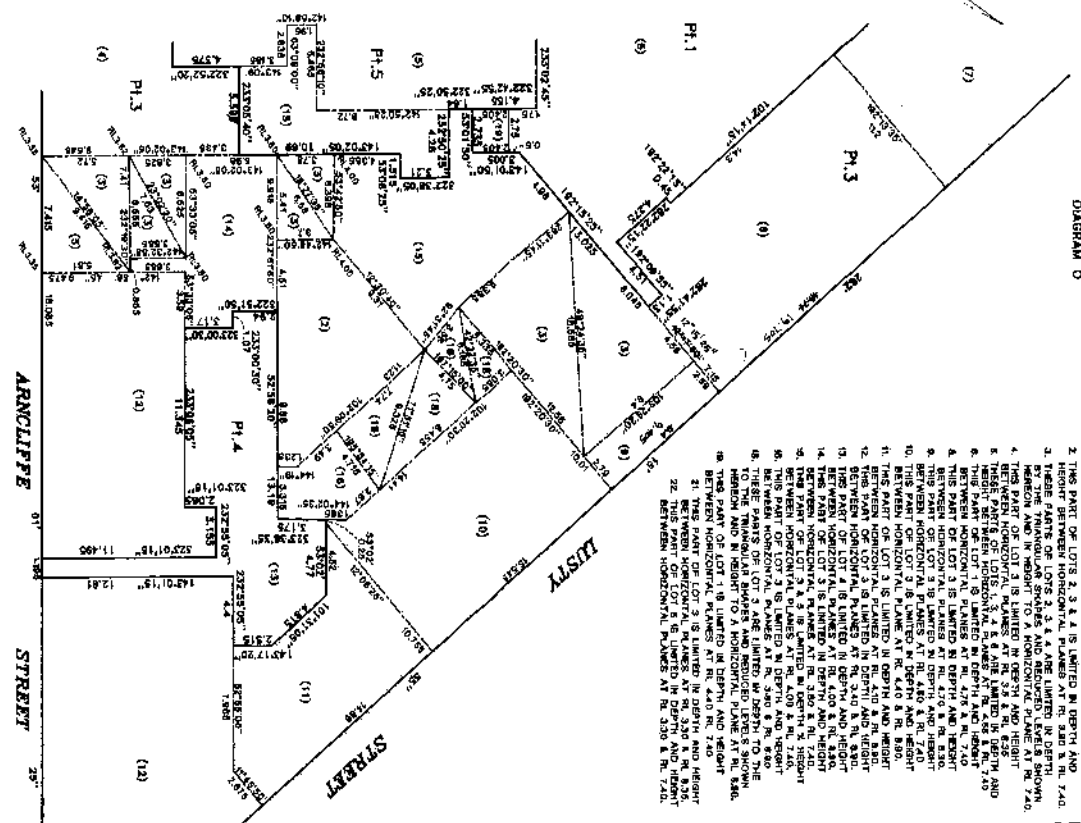
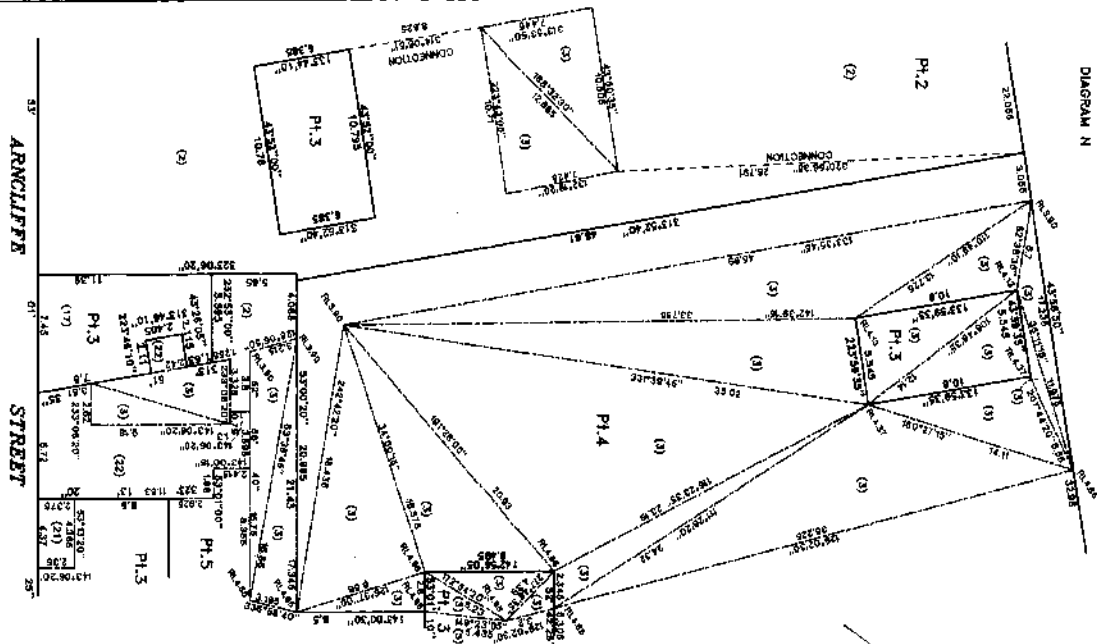
Surveyor registered under the Surveying Act 2000.

This is sheet of the plan of
estate owned by my Certificate No. of

Courtesy Clerk

Production Ratio: 1: 400
- SUBMITTALS REFERENCE: 20527-8

GROUND LEVEL STRATUM BOUNDARIES



- [illegible]

DP1066102

12.05.2004

Thank you ahead of my phone in 30711 attempt to
dated 18/02/2004

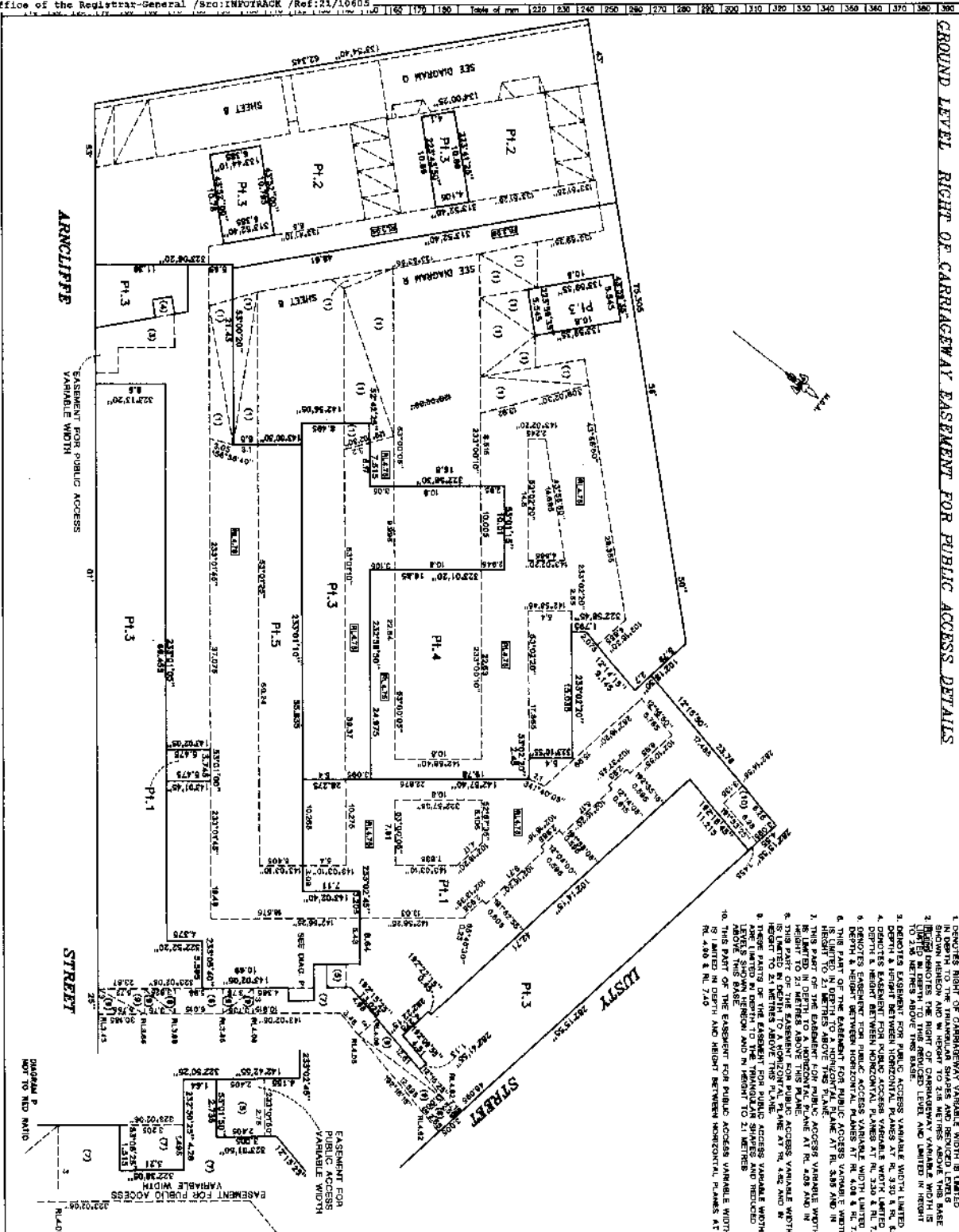
Andreas J. Peters

Surveyor registered under the Surveying Act 2002.

Courtesy, Clark

For use where space is insufficient in any part of this Form 2

GROUND LEVEL, RIGHT OF CARRIAGEWAY EASEMENT FOR PUBLIC ACCESS, DETAILS

[illegible]

DP1066102

Registered 12.05.2004

This is about 7' of my gown in 2014 sheet dated 10.02.2004

And now her son

Surveyor registered under the Surveying Act 2002

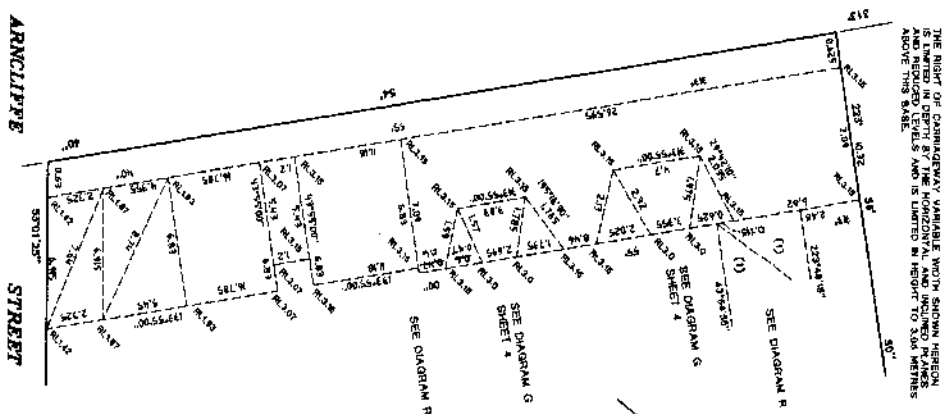
This is a sheet of the plan of
the area covered by my Certificate No.
of 1

Council Clerk

Production Ratio 1: 200

SUPERVISING REFERENCE: 29527-01

DIAGRAM Q
NOT TO RED RATIO



NOT TO RED RATIO



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1066102

Registered 12.05.2009

This is about 1/2 of my phone in 2017
dated 12.02.2004

Andreas Weier

Surveyor registered under the Surveying Act 2003.

This is a list of the form of
 assets covered by my Certificate No.
 of

For entry where space is insufficient to enter on this Form 2

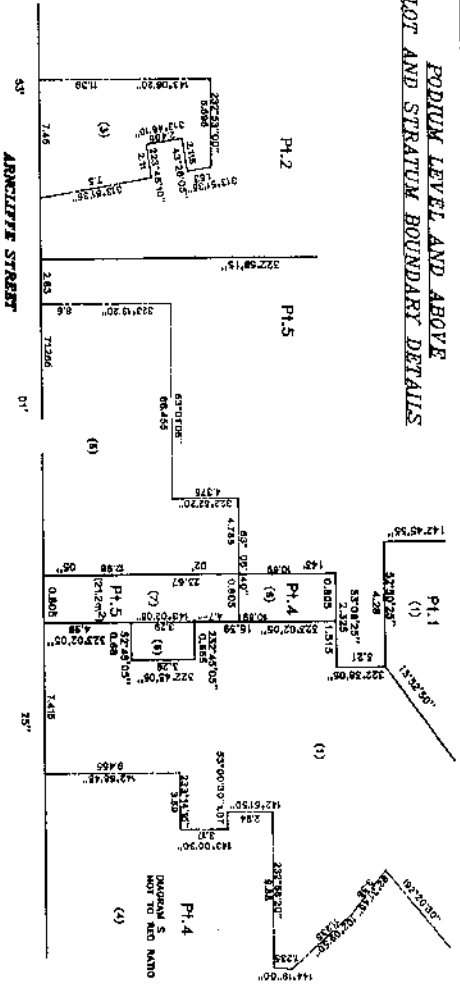
Reduction Profile 1: 2000

LITERATURE REFERENCE: 29527-8

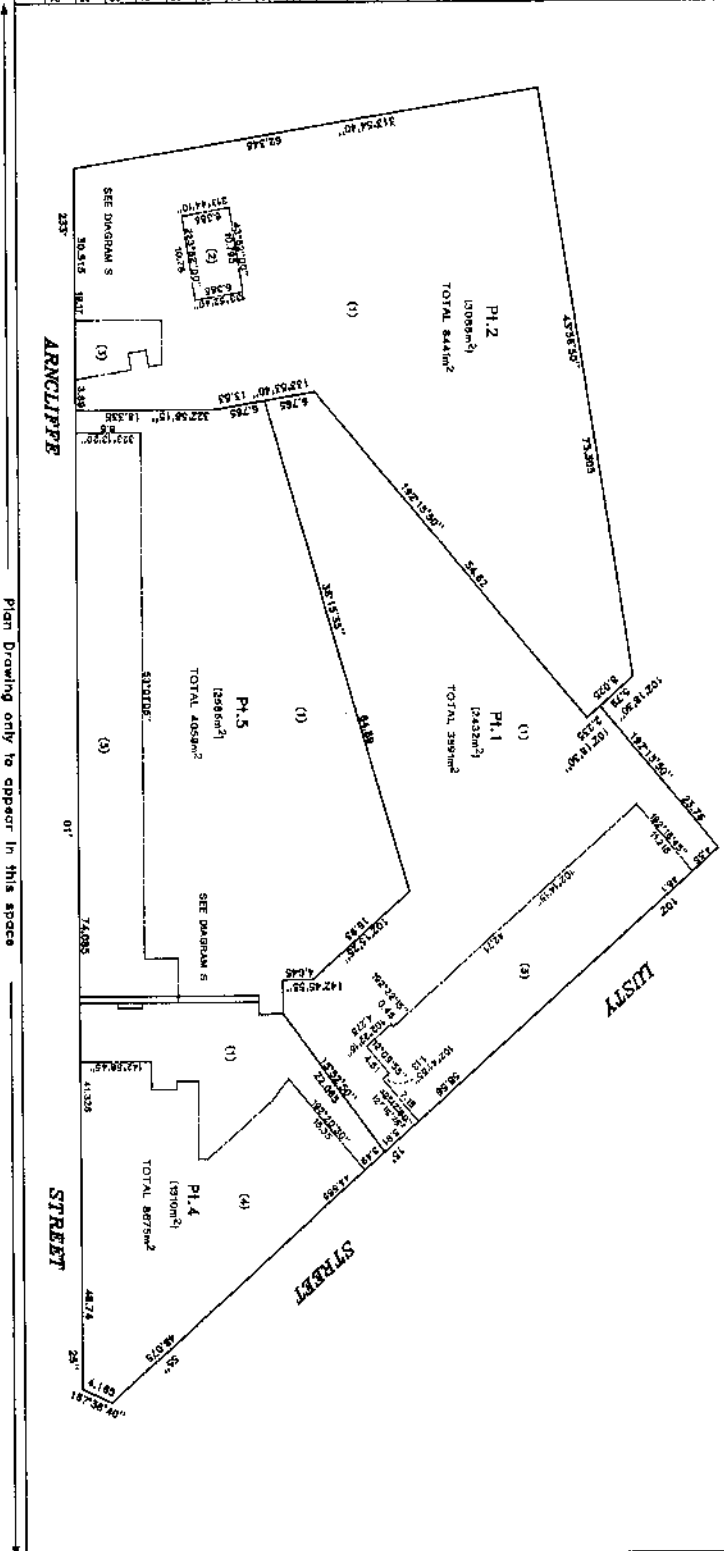
PLAN FORM 3 To be used in conjunction with Plan Form 2

FODUM LEVEL AND ABOVE LOT AND STRATUM BOUNDARY DETAILS

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



- NOTES:
1. THIS PART OF LOT 1, 2, 3, 4 & 5 ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 740 AND UNLIMITED IN HEIGHT.
 2. THIS PART OF LOT 2 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 420 AND IS UNLIMITED IN HEIGHT.
 3. THESE PARTS OF LOTS 1 & 2 ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 420 AND UNLIMITED IN HEIGHT.
 4. THIS PART OF LOT 4 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 730 AND UNLIMITED IN HEIGHT.
 5. THIS PART OF LOT 5 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 825 AND IS UNLIMITED IN HEIGHT.
 6. THIS PART OF LOT 4 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 730 AND UNLIMITED IN HEIGHT.
 7. THIS PART OF LOT 4 IS LIMITED IN DEPTH AND HEIGHT BETWEEN A HORIZONTAL PLANE AT RL 730 AND UNLIMITED IN HEIGHT.
 8. THIS PART OF LOT 4 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 730 AND UNLIMITED IN HEIGHT.



Plan Drawing only to appear in this space

DP1066102

Registered 12.05.2004
 This is sheet 9 of my plan in 2011 series
 dated 16/02/2004

Handwritten signature

Surveyor registered under the Surveyors Act 2000
 This is sheet 9 of my plan in 2011 series
 dated 16/02/2004

Handwritten signature

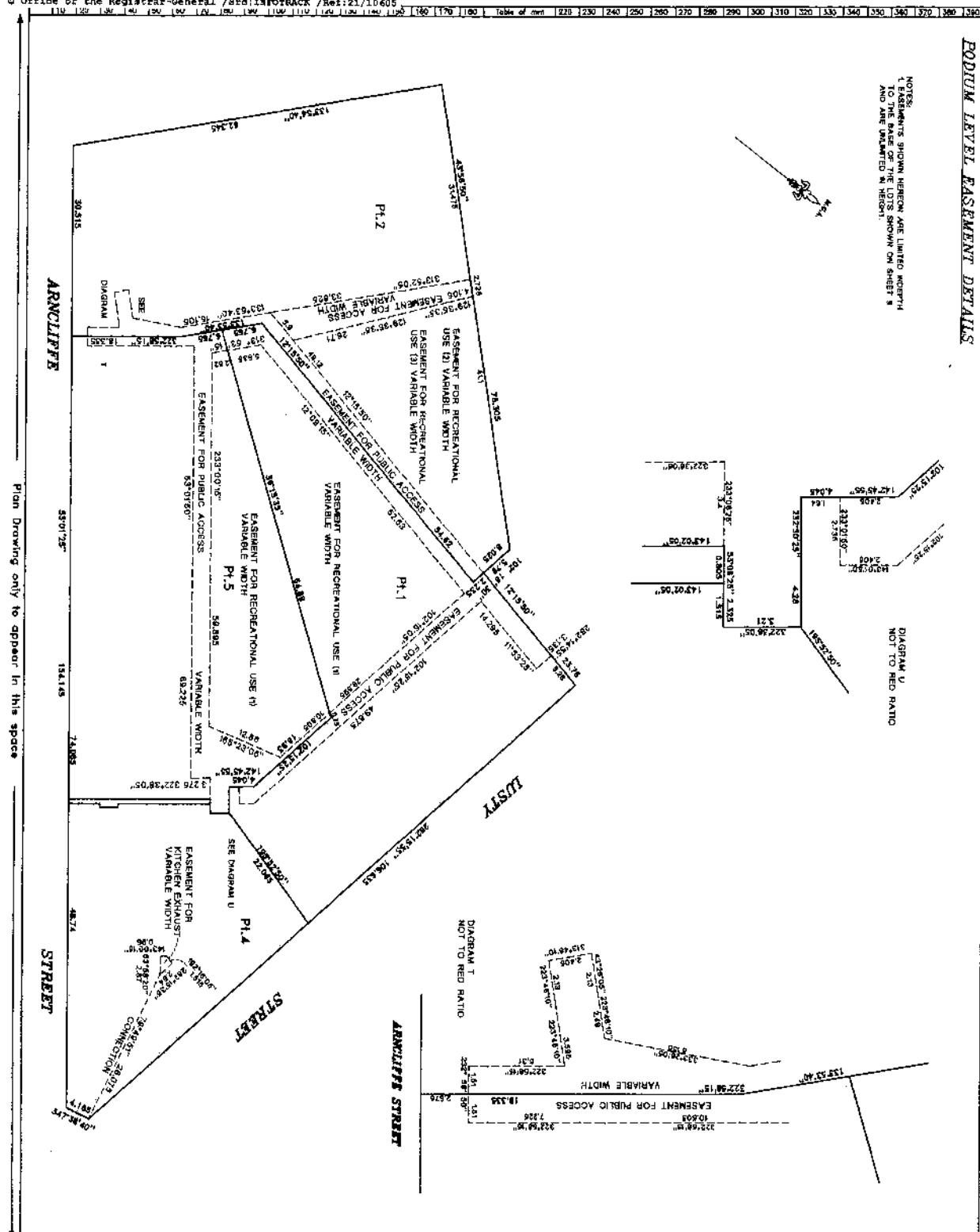
For the same space is submitted in my plan in Plan Form 2

Reduction Ratio 1:400

Surveyors Reference: 20927-81

PODIUM LEVEL EASEMENT DETAILS

NOTES:
1. EASEMENTS SHOWN HEREON ARE LIMITED IN DEPTH
TO THE BASE OF THE LOTS SHOWN ON SHEET 8
AND ARE UNLIMITED IN HEIGHT.



DP1066102

Registered  12-05-2004

Take the sheet to my phone in jail, please
dated 18.02.2004

hand to end his story

Surveyor regulated under the Surveying Act 2002

This is sheet of the plan of
 sheets covered by my Certificate No.
 of

COULNEN, Cheryl

Reduction Ratio 1: 40x
SUPERVISED REFERENCE: 29527-01

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan of proposed subdivision of Lot 1 DP 1064374
 covered by Subdivision Certificate No. 492/04
 Date: 7.4.2004

DP1066102

Sheet 1 of 11

Full name and address of the owner of the land: Percheron Holdings Pty Limited ACN 082 729 520
 Level 4, Harley Place, 251 Oxford Street, Bondi Junction

Part 1 (Creation)

Number of item shown in the attention panel on the plan	Identify easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support & Shelter	Each lot and every other lot	Each lot and every other lot
2	Easement for Services	Each lot and every other lot	Each lot and every other lot
3	Right of Carriageway Variable Width	1, 2, 3, 4, 5	Each and every other lot
4	Easement for Public Access Variable Width	1, 2, 3, 4, 5	Rockdale City Council
5	Easement for Recreational Use (1) Variable Width	1	2, 3, 4 & 5
		5	1, 2, 3 & 4
6	Easement for Recreational Use (2) Variable Width	2	1, 4, 5
7	Easement for Recreational Use (3) Variable Width	2	2/DP1064374
8	Easement for Access Variable Width	2	2/DP1064374
9	Easement for Kitchen Exhaust Variable Width	4	3

Plan:

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7. 4. 2004

DP1066102

Sheet 2 of 11

Part 2 (Terms)

1. Interpretation

1.1 Definitions

The following are definitions in respect of defined words used in part 2 of this instrument. These meanings, in any form, apply unless the contrary intention appears:

Authorised Users means every person authorised by the Grantee for the purposes of any Easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Council means Rockdale City Council.

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

Easement includes any easement, covenant, positive covenant or restriction on use created in this instrument.

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

- (a) the site of the Easement identified and defined on the Plan; and
- (b) all items (including plant and equipment) within the site of an Easement identified on the Plan which are the subject of the Easement.

Government Agency means:

- (a) government or government department or body or other body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

Grantee means:

- (a) the registered proprietor or mortgagee in possession of the lot benefited; and
- (b) the Owners Corporation under the Development Act in respect of the lot benefited.

Grantor means:

- (a) the registered proprietor of the lot burdened; and
- (b) the Owners Corporation under the Development Act in respect of the lot burdened.

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 3 of 11

If a Strata Plan is registered over a lot burdened, a reference to the Grantor's nominee in an Easement means a person appointed by the Owners Corporation established on registration of that plan.

Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of the lots burdened.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan of subdivision under the Conveyancing Act to which this instrument relates.

Recreational Facilities means the gymnasium room and equipment, swimming pool and surrounds, swimming pool pump and equipment, sauna, changing rooms, showers and toilets, barbecue cooker, tables and chairs located in the Easement Site.

Services means:

- (d) water reticulation or supply;
- (e) gas reticulation or supply;
- (f) electricity supply
- (g) air conditioning;
- (h) a telephone service
- (i) a computer data, digital transmission or television service;
- (j) a sewer system;
- (k) drainage;
- (l) a ventilation and air conditioning system;
- (m) a system for the removal or disposal of garbage or waste;
- (n) a fire safety or control system;
- (o) a security system; or
- (p) another system or service designed to improve the amenity, or enhance the enjoyment of safety of the lots benefited.

Strata Management Statement means a strata management statement registered according to Division 2B of the Development Act and applying to any of the lots in the Plan.

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 4 of 11

Strata Plan means a strata plan registered according to the Management Act or the Development Act (as applicable).

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

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

1.3 Headings do not affect the interpretation of this instrument.

1.4 A requirement in an Easement which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act.

2. Covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this instrument, and in each of the Easements, are covenants and agreements between:

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

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements in this instrument.

3. Notice to Grantor

3.1 This clause 3 applies to each Easement granted under this instrument.

3.2 If the Grantor is an Owners Corporation, any notice to the Grantor must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 5 of 11

4. Strata Management Statement prevails

4.1 The following applies with respect to all the Easements in the Plan:

- (a) **Costs** - If a Strata Management Statement regulates the apportionment of costs in relation to, or responsibility for complying with obligations under an Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs or allocation of responsibility in this instrument and the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.
- (b) **Use** - If a Strata Management Statement regulates the manner in which, or the times when the Easement Site may be used or the persons who may use it and there is an inconsistency between the terms of this instrument and the terms of the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

5. Terms of Easement for Support & Shelter numbered one (1) in the Plan

5.1 An Easement for support and shelter in the terms of section 8AA of the Development Act is created for the Grantee.

6. Terms of Easement for Services numbered two (2) in the Plan

6.1 The Grantor grants to the Grantee the right for the passage or supply of Services through or by means of pipes, poles, wires, cables, ducts or equipment existing in the lot burdened at the date of registration of this instrument, or installed by the Grantee at any time in the future, or any replacement or enhancement of such pipes, poles, wires, cables, ducts or equipment effected in accordance with the terms of this Easement, to the extent to which a Service is capable of being used by the Grantee in their enjoyment of the lot benefited.

6.2 The Grantee may do anything reasonably necessary for the purpose of exercising its rights under this Easement, including:

- (a) carry out work on the lots burdened to ensure that the Services are supplied or maintained to the lot benefited, including work to install, replace or enhance any new, existing or replacement pole, wire, cable, duct or equipment reasonably necessary to provide or maintain the range and level of Services reasonably required by the Grantee; and
- (b) attach to any part of the lot burdened any bolts, screws, brackets, fastenings, supports or devices, or create any cavities or holes in the lot burdened that is reasonably necessary to install, support or use any existing or new pipes, poles, wires, cables, ducts or equipment; and
- (c) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for the purposes set out in paragraphs (a) and (b).



Plan:

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 6 of 11

- 6.3 In exercising its rights under this Easement the Grantee must:
- (a) ensure all work is done properly;
 - (b) cause as little interference as practicable to the Grantor or to any Occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
 - (d) if damage is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.
- 6.4 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the lot burdened;
 - (b) only enter the lot burdened during times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the Grantee.
- 6.5 Where the Grantee enters the lot burdened for the purposes of carrying out urgent work, the Grantee must notify the Grantor of that entry as soon as it is practicable to do so.
- 6.6 The Grantee must maintain, repair and replace the Services that are used by the Grantee or in respect of which the Grantee has the benefit (even if these Services have been installed by the Grantor or a third party).
- 7. Terms of Right of Carriageway Variable Width numbered three (3) in the Plan**
- 7.1 An Easement in the terms of the "Right of carriage way" in Part 1 of Schedule 8 of the Conveyancing Act is created for the Grantee.
- 8. Terms of Easement for Public Access Variable Width numbered four (4) in the Plan**
- 8.1 Subject to the conditions in this easement and the Strata Management Statement, the Grantor grants to the Grantee the right for the Grantee and Authorised User to pass, repass (but not to remain) on the Easement Site for the purpose of passing through the lots burdened to gain access to public areas:
- (a) on foot (and not using rollerblades, skateboards, scooters or similar items);
 - (b) by emergency vehicles over any trafficable surfaces;
 - (c) with wheelchairs or other disabled access aids,

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 7 of 11

- (d) without animals (except guide dogs or hearing dogs for the visually or hearing impaired);
- and only during the daylight hours between sunrise and sunset.
- 8.2 The Grantor, acting reasonably (and having regard to the nature of the activity carried out on the lot burdened), may remove from or refuse entry to the lot burdened any person entitled to exercise a right under this Easement if that person:
- (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened or Occupiers.
- 8.3 The Grantee, and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.
- 8.4 The Grantee and Authorised Users and Occupier must not soil, litter or damage the Easement Site or lot burdened.
- 8.5 The Grantee, Authorised User and Occupier may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- 8.6 The Grantor may make reasonable rules about the use of the Easement Site, by the Grantee, Authorised Users and Occupier.
- 8.7 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
-
- 8.8 Despite any other provision of this easement, the rights and obligations under this easement are suspended until the earlier of 1 June 2004 or the registration of a Strata Plan over any lot in the Plan.
9. **Terms of Easement for Recreational Use (1) Variable Width numbered five (5) in the Plan**
- 9.1 Subject to the conditions in this Easement, the Grantor grants to the Grantee the right for the Grantee and Authorised User to pass and repass on foot (and not using rollerblades, skateboards, scooters or similar items) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired) and remain on the Easement Site for the purposes of passive recreation.

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 8 of 11

- 9.2 The Grantor, acting reasonably (and having regard to the nature of the use or form of recreation carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this Easement if that person:
- (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened or Occupiers.
- 9.3 The Grantee and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.
- 9.4 The Grantee and Authorised Users must not soil, litter or damage the Easement Site or the lot burdened.
- 9.5 The Grantee and Authorised Users may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- 9.6 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
- 9.7 Despite any other provision of this easement, the rights and obligations of this easement are suspended until the earlier of 1 June 2004 or the registration of a Strata Plan over any lot in the Plan.
10. **Terms of Easement for Recreational Use (2) Variable Width numbered six (6) in the Plan**
-
- 10.1 Subject to the conditions in this easement, the Grantor grants to the Grantee the right for the Grantee and Authorised User to pass and repass on foot (and not using rollerblades, skateboards, scooters or similar items) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired) and remain on the Easement Site for the purposes of using the Recreational Facilities.
- 10.2 The Grantor, acting reasonably (and having regard to the nature of the use or form of recreation carried out in the Recreational Facilities), may remove (or refuse entry to) any person entitled to exercise a right under this Easement if that person:
- (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened and Occupiers.



D1000

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 9 of 11

- 10.3 The Grantee and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.
- 10.4 The Grantee and Authorised Users must not soil, litter or damage the Recreational Facilities or the lot burdened.
- 10.5 The Grantee and Authorised User may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Recreational Facilities.
- 10.6 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
- 10.7 The Grantee uses the Recreational Facilities at its own risk and must not make any claim against the Grantor for any loss, damage, cost or expense incurred by the Grantee or the Authorised Users arising out of personal injury or death, or property loss or damage arising in any way out of the use by those persons of the Recreational Facilities.
- 10.8 The Grantee indemnifies the Grantor against any loss, damage, cost or expense incurred by the Grantor due to any claims made or threatened by the Authorised User arising out of their use of the Recreational Facilities.
11. **Terms of Easement for Recreational Use (3) Variable Width numbered seven (7) in the Plan**
- 11.1 Subject to the conditions in this Easement, the Grantor grants to the Grantee the right for the Grantee and Authorised User (but only where the Grantee is the registered proprietor of, or the Authorised User is an Occupier of a residential lot in the lot benefited) to pass and repass on foot (and not using rollerblades, skateboards, scooters or similar items) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired) and remain on the Easement Site for the purposes of passive recreation.
-
- 11.2 The Grantor, acting reasonably (and having regard to the nature of the use or form of recreation carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this Easement if that person:
- (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened or Occupiers.
- 11.3 The Grantee and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this easement.
- 11.4 The Grantee and Authorised Users must not soil, litter or damage the Easement Site or the lot burdened.

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 10 of 11

- 11.5 The Grantee and Authorised Users may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- 11.6 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
- 11.7 The rights under this Easement may only be exercised by Owners or Occupiers of residential dwellings on the lot benefited.
- 11.8 The Grantee, when requested by the Grantor must pay to the Grantor a percentage of the costs of the operation, maintenance, repair and replacement of the Easement Site incurred by the Grantor, the percentage being equal to the number of residential lots on the lot burdened as a proportion of the aggregate of the residential lots on the lot burdened and the lot benefited.
- 12. Terms of Easement for Access Variable Width numbered eight (8) in the Plan**
- 12.1 An easement in the terms of the "Right of access" in Part 14 of Schedule 8 of the Conveyancing Act is created for the Grantee for the purpose only of the Grantee and Authorised User gaining access and from the Easement Site referred to in the Easement for Recreational Use (3) Variable Width numbered seven (7) in this instrument.
- 13. Terms of Easement for Kitchen Exhaust Variable Width numbered nine (9) in the Plan**
- 13.1 Subject to the conditions in this Easement, the Grantor grants to the Grantee the right for the Grantee to:
- (a) install, maintain, repair, replace, upgrade, augment and use, fans, fan motors, conduits and exhaust ducts and all ancillary equipment on the Easement Site; and
 - (b) utilise and exhaust air and cooking gases from the lot benefited through the Easement Site to the open air;
- on the condition that:
- (i) the exhaust air and cooking gases emitted from the lot benefited must not contain noxious or hazardous elements; and
 - (ii) the operation of the exhaust system does not cause any nuisance to the Grantor or Occupier or any occupier of the lot burdened acting reasonably, and in particular does not create excessive vibration or noise or emit offensive odours.
 - (iii) the Grantee complies with all statutes, regulations, rules, ordinances and orders required by any Government Agency in order to lawfully exhaust air and cooking gases through the lot burdened into the air.

DP1066102

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

Sheet 11 of 11

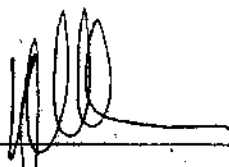
13.2 The Grantee may by giving reasonable notice to the Grantor:


- (a) enter, pass, re-pass on foot only with or without equipment, machinery and tools, by taking the most reasonably direct route through and remain for a reasonable time on the lot burdened, for purpose of obtaining access to and from the Easement Site in order to;
- (b) monitor, install, maintain, repair, replace, upgrade, augment any wires, cables conduits, ducts, fans, fan motors, equipment and other structures within the Easement Site necessary for the operation of the exhaust system; and
- (c) install wires, cables, pipes, conduits, structures and other things in respect of the any electrical or other Services in the Easement Site.

13.3 The Grantee must cause as little inconvenience as practicable to Occupiers, the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.

Executed on behalf of Percheron Holdings Pty
Limited in accordance with s127 Corporations Act
in the presence of:

ACN 082729520


Secretary/Director


Director

H. G. Solomon

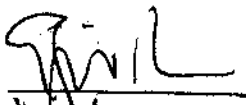
David Lewis Williams

Print name

Print name

Signed on behalf of Rockdale City Council by its
authorised representative:

ARNDLIFE DEVELOPMENT PTY LIMITED
ACN 094728971


Director

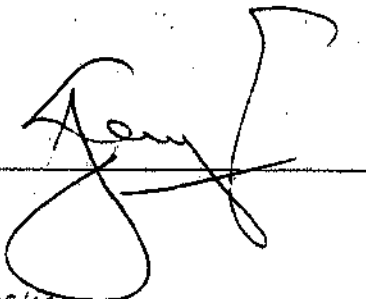
Graeme Wilson


Director

Dennis Leong

COMPANY SECRETARY





THE COMMON SEAL OF MACQUARIE AUSTRALIA
MANAGEMENT SERVICES PTY LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION:

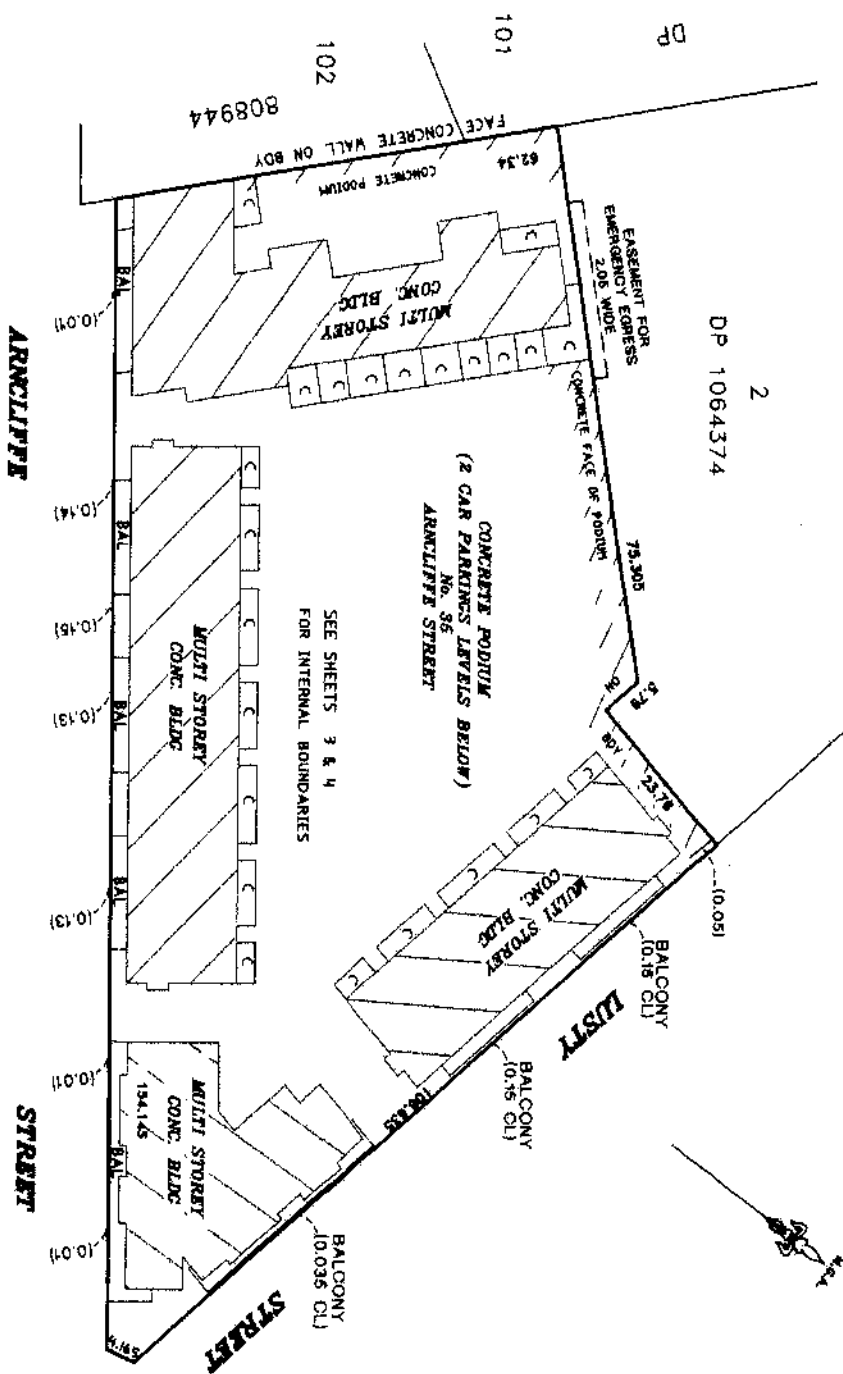
Graeme Wilson
Director

REGISTERED
12.05.2004

SURVEYOR'S REFERENCE: 29527SP1

LOCALITY SKETCH

SP72445



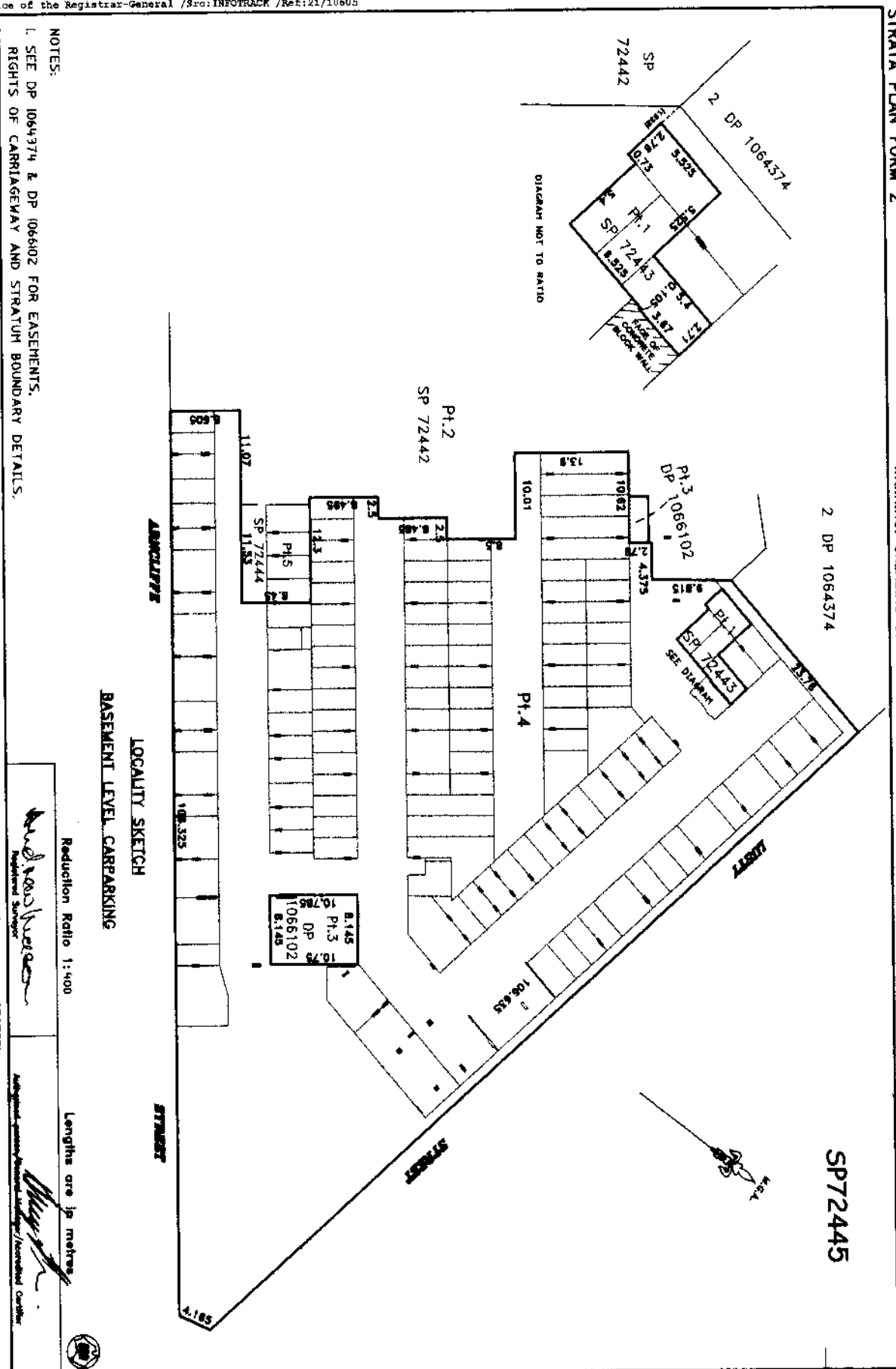
- NOTES:
1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS, RIGHTS OF CARRIAGEWAY AND STRATHUN BOUNDARY DETAILS.
 2. BAL DENOTES BALCONY.
 3. C DENOTES COURTYARD.

Reduction Ratio 1:600

Lengths are in metres

SURVEYOR'S REFERENCE: 295275PI

Author's present/previous Workplace/Institutional Context

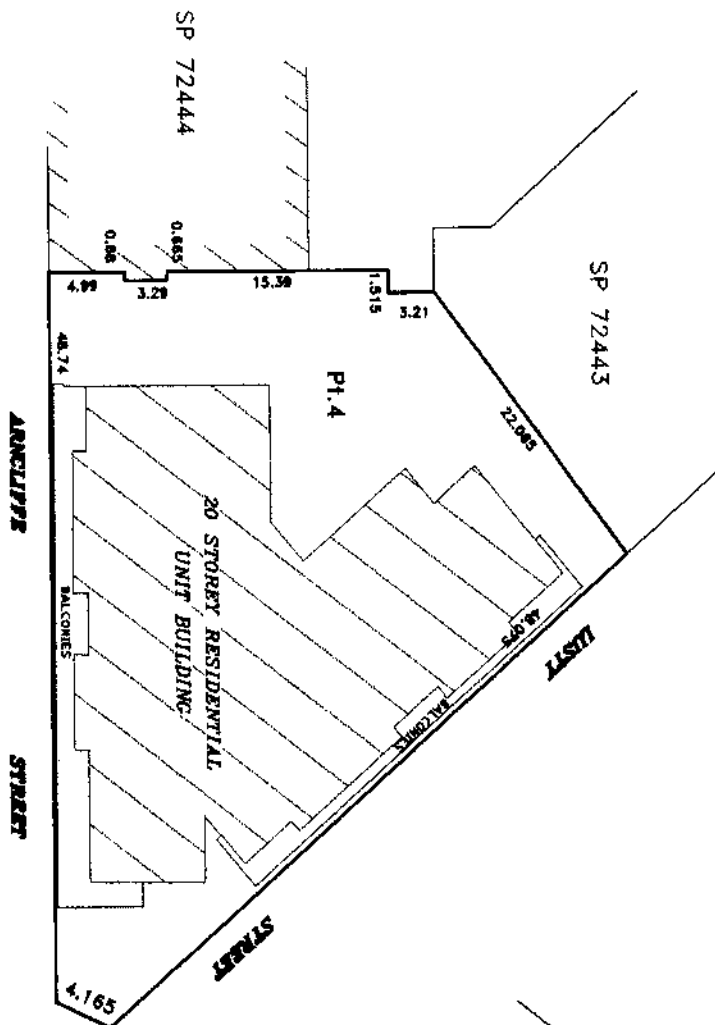


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 29 Sheets

SP72445



PODIUM LEVEL TO LEVEL 3 LOCALITY SKETCH

NOTES:
 1. SEE DP 1064379 & DP 106602 FOR EASEMENTS
 AND STRATUM BOUNDARY DETAILS.

Reduction Ratio 1:300

Lengths are in metres



Andrew Watson
 Registered Surveyor

Michael J. ...
 Authorised person to sign/endorse/verify

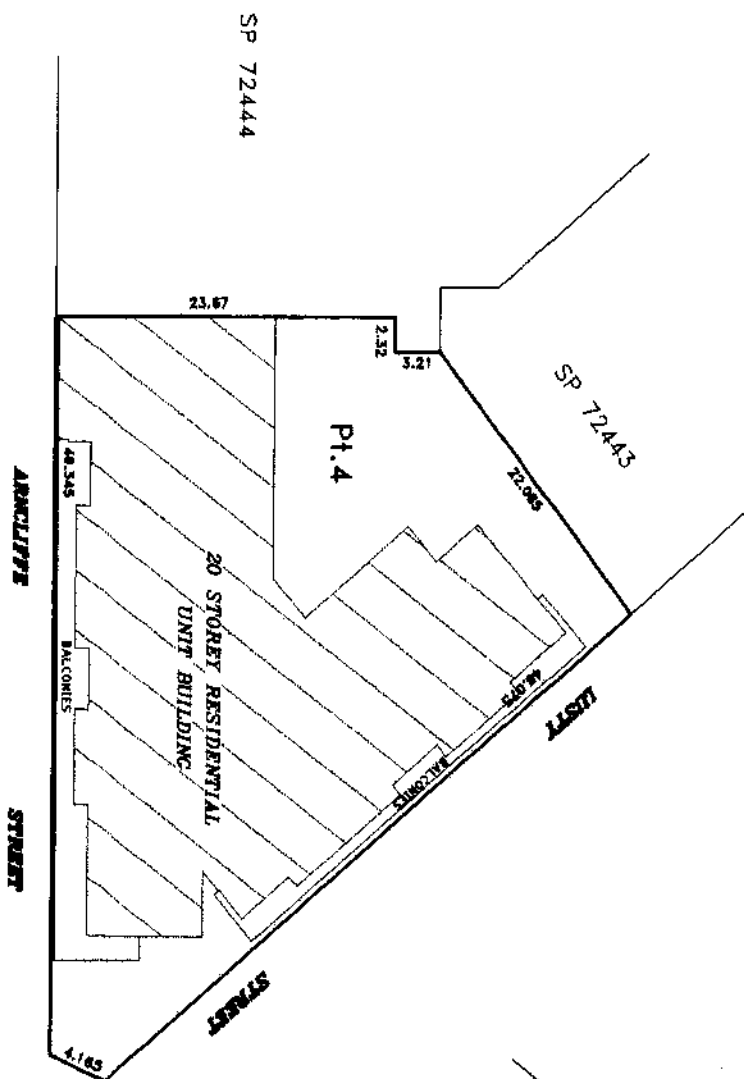
STRATA PLAN REFERENCE: 29527/SPI

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 29 Sheets

SP72445



LEVEL 4 AND ABOVE LOCALITY SKETCH

NOTES:
 1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS
 DETAILS AND STRATUM LIMITS.

Reduction Ratio 1:300

Lengths are in metres

Andreas Hatzidakis
 Registered Surveyor

Michael J. Hatzidakis
 Registered Professional Engineer

SURVEYOR'S REFERENCE: 295275M



STRATA PLAN FORM 2

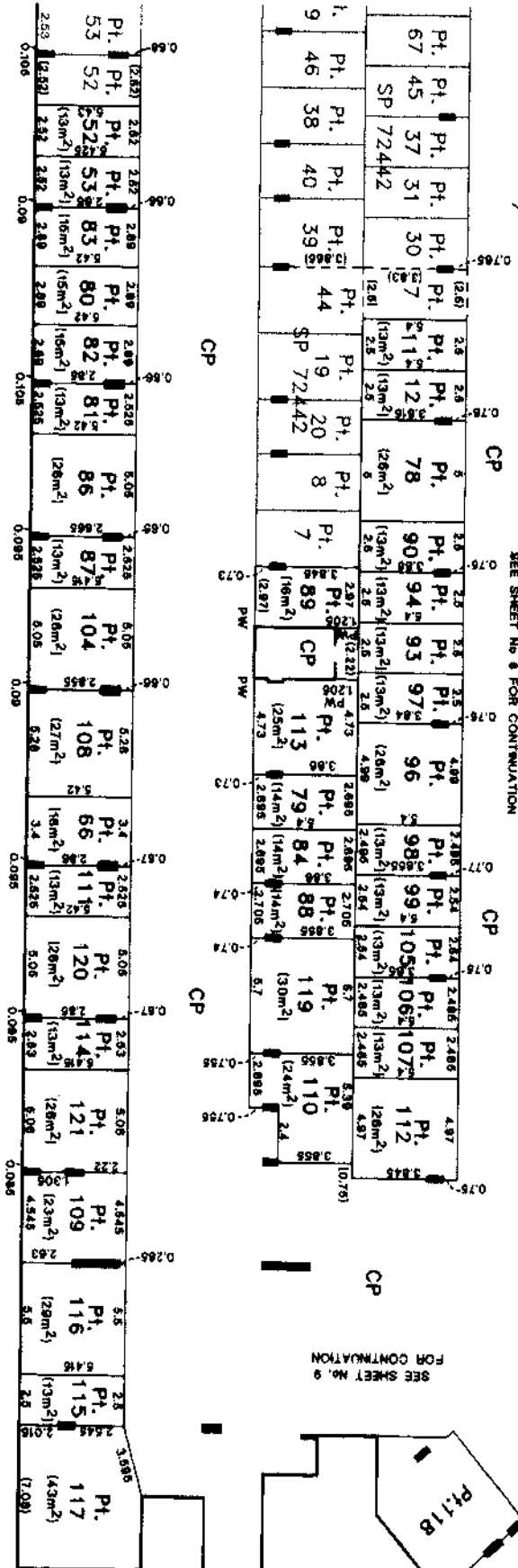
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 23 Sheets

SP72445

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1979 ONLY.
 2. ——— DENOTES BOUNDARY IS TO CENTRELINE OF COLUMN/WALL.
 3. CP DENOTES COMMON PROPERTY.
 4. THE STRATUM OF ALL CAR PARKING LOTS IS LIMITED IN HEIGHT TO 2.1 METRES ABOVE THE CONCRETE FLOOR.
 5. PW DENOTES PROLONGATION OF FACE OF WALL.

BASEMENT LEVEL CARPARK



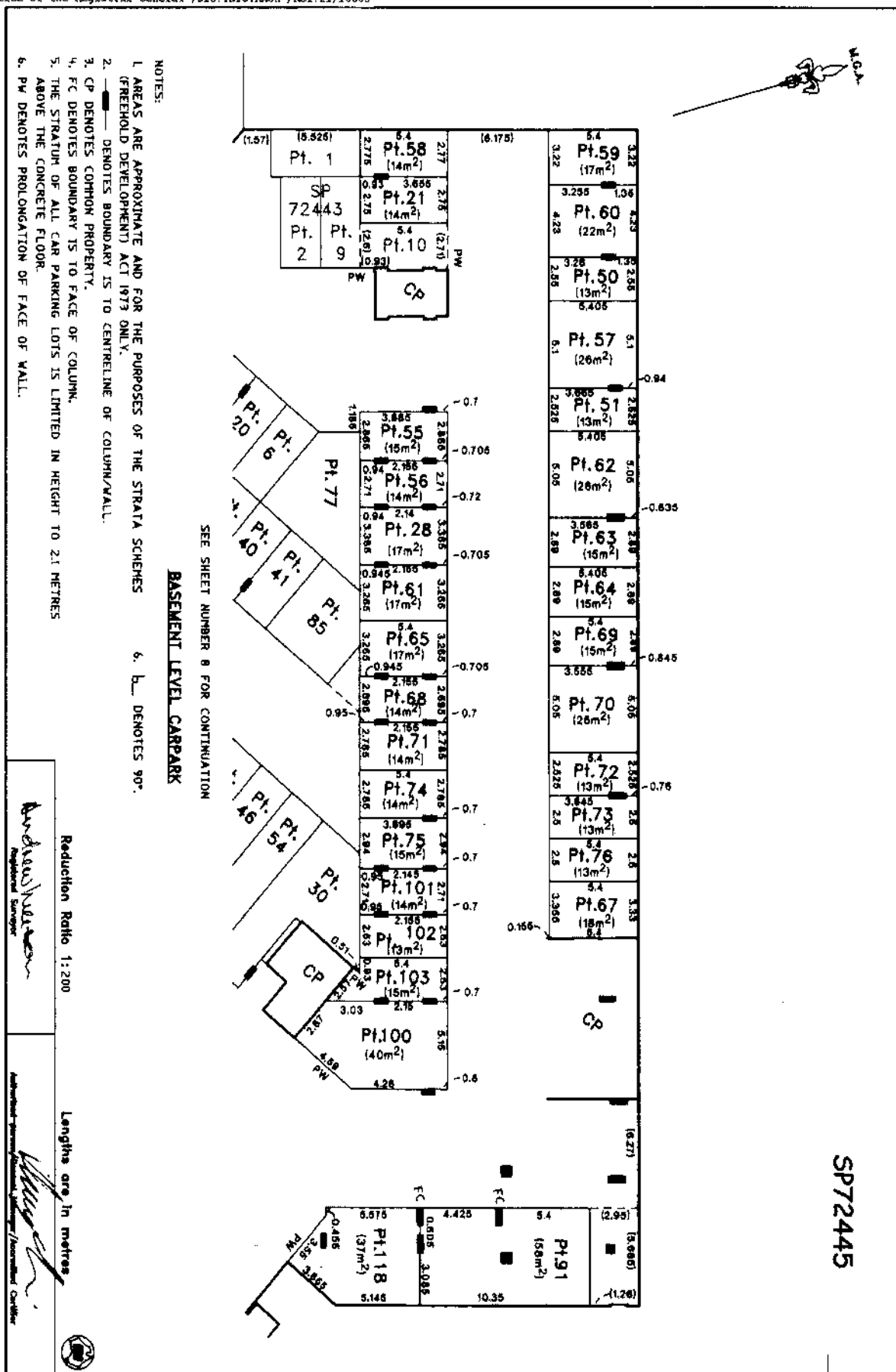
Reduction Ratio 1:200

Lengths are in metres.

Andrew Horgan
Registered Surveyor

Authorised by the Registrar-General / Approved by the Registrar-General

STRATA PLAN REFERENCE: 295275P1

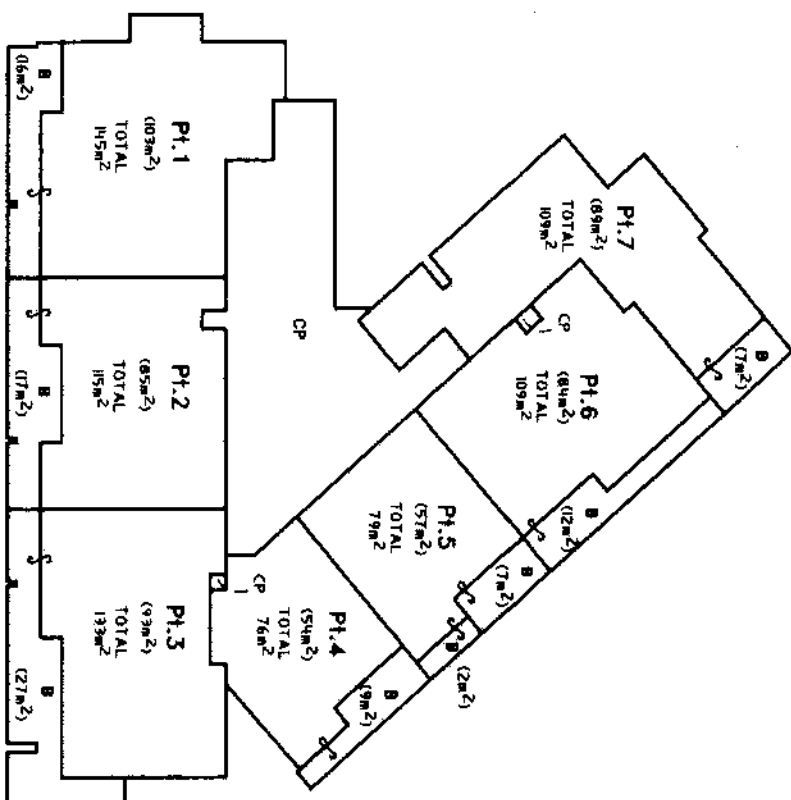


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 29 Sheets

SP72445



LEVEL 1

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREELAND DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.0 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Hagan
Registered Surveyor

Michael Hagan
Registered Surveyor/Engineer/Professional Engineer

SURVEYOR'S REFERENCE: 295275P1

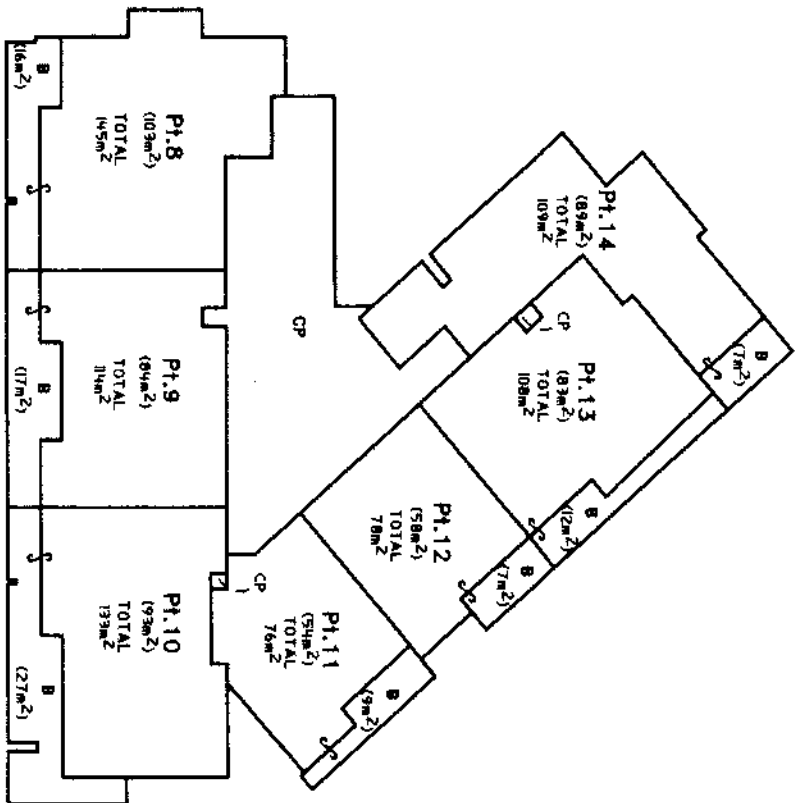


STRAITA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 29 Sheets

SP72445



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRAITA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1979 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Indira Suresh
 Registered Surveyor

Michael J. Suresh
 Registered Surveyor

SURVEYOR'S REFERENCE: 29527SP1

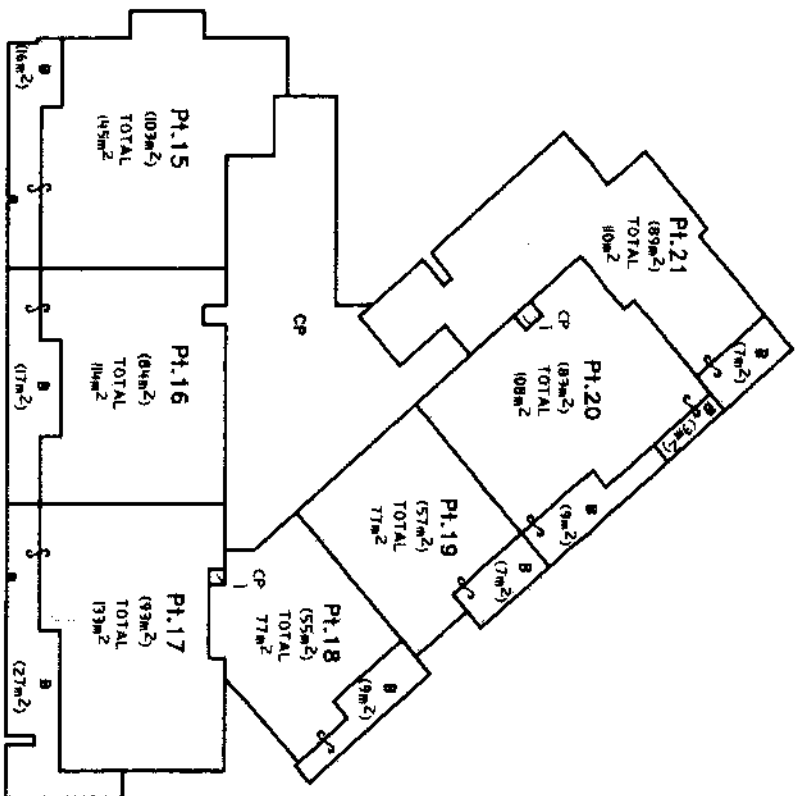


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 29 Sheets

SP72445



LEVEL 3

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Indusys Pty Ltd
 Registered Surveyor

Michael J. [Signature]
 Registered Surveyor / Professional Engineer

SURVEYOR'S REFERENCE: 295275PI

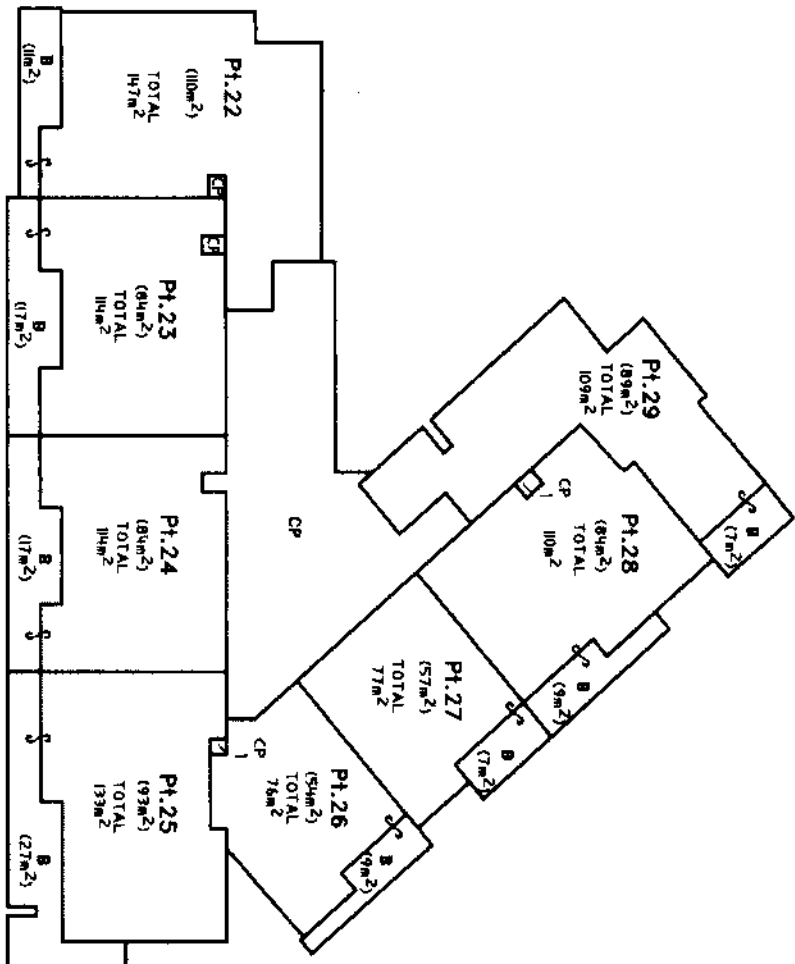


STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 29 Sheets

SP72445



LEVEL 4

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.0 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

Surveyor's Reference: 2952/SP1

Handwritten signature

Approved by: *Handwritten signature* Licensed Conveyancer

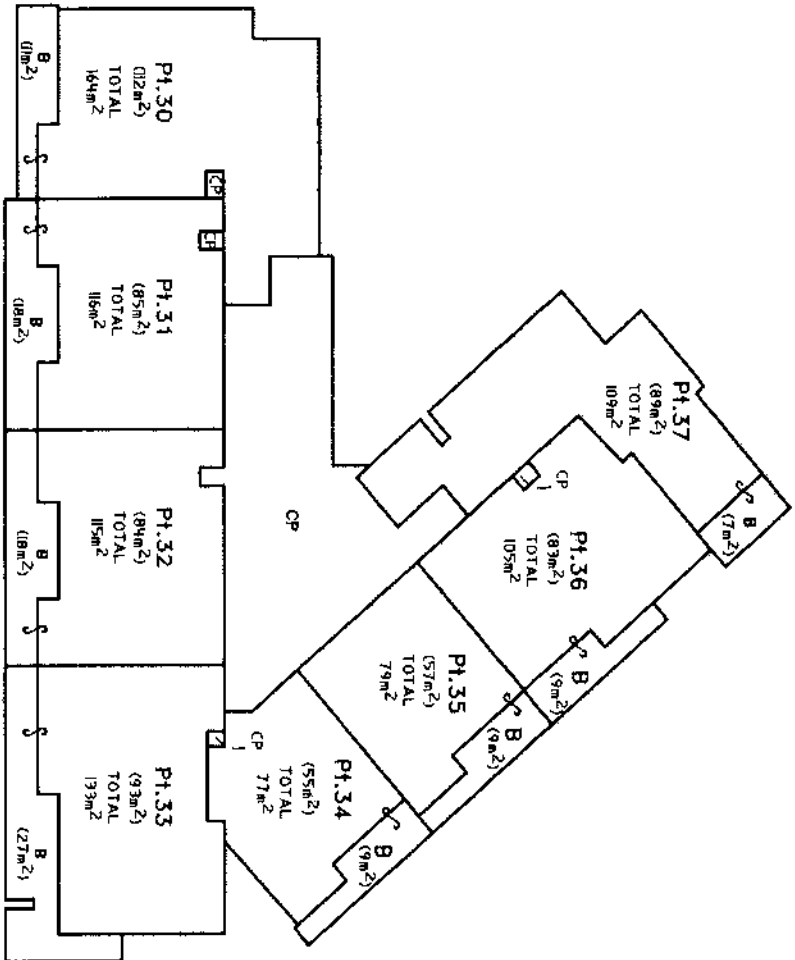


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 29 Sheets

SP72445



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Handwritten signature
 Registered Surveyor

SURVEYOR'S REFERENCE: 295275P1

Handwritten signature
 Registered Surveyor

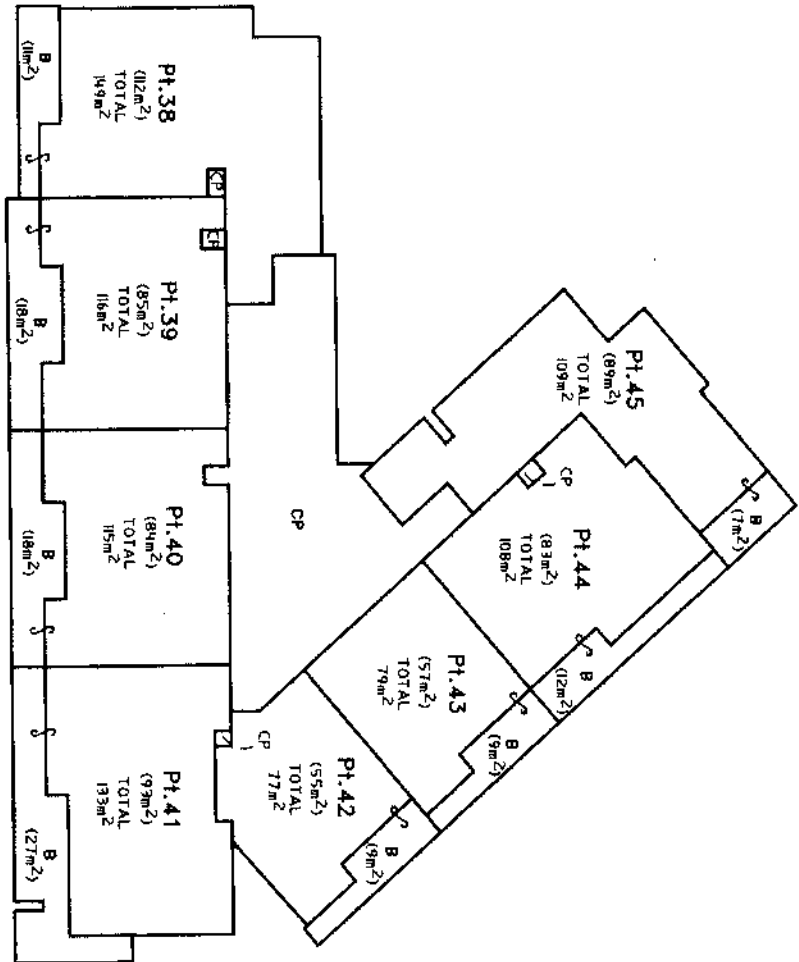


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 29 Sheets

SP72445



LEVEL 6

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREELAND DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Watson
Registered Surveyor

Andrew Watson
Authorising, issuing/validating/Registered Certifier

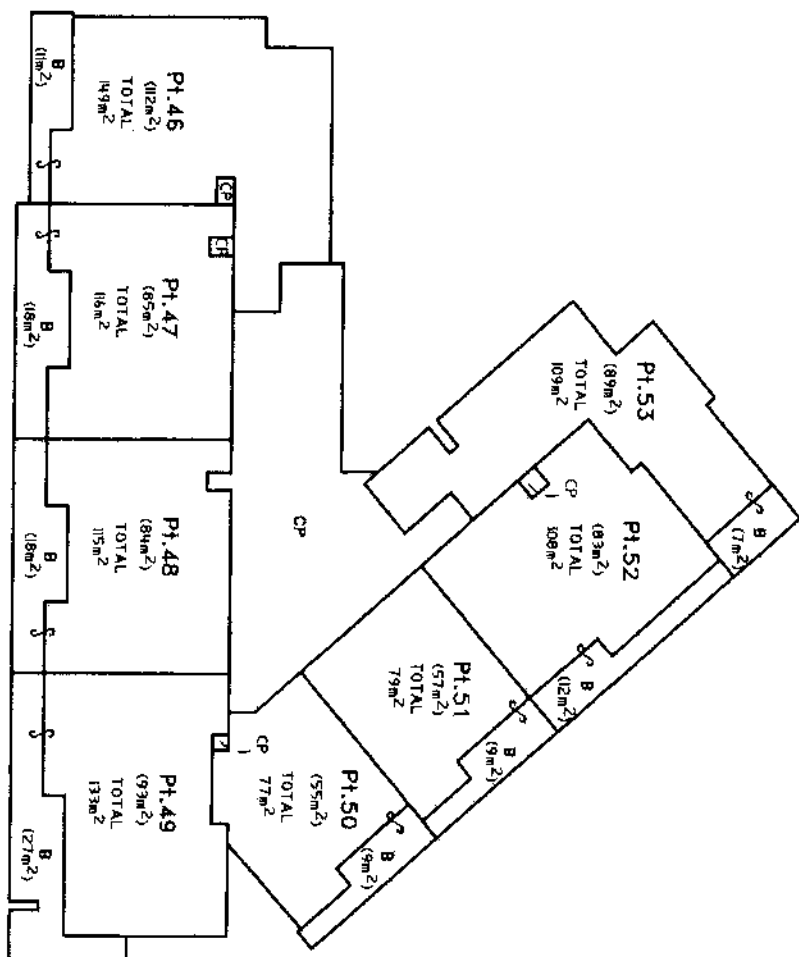
SURVEYOR'S REFERENCE: 2952/SP1

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 29 Sheets

SP72445



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

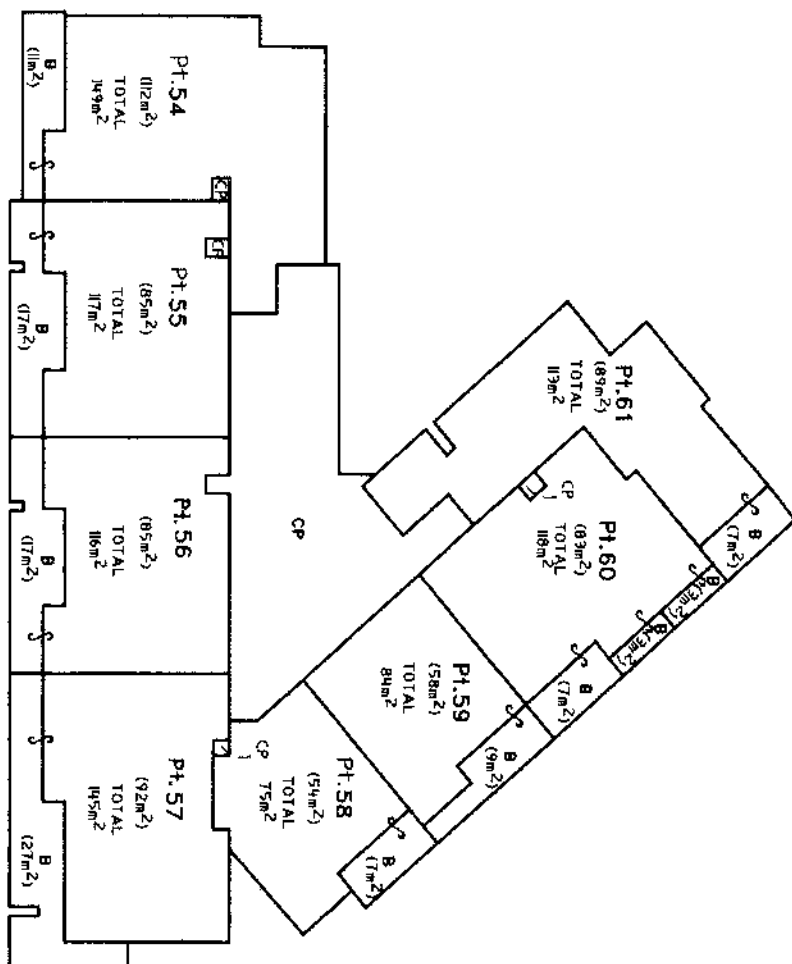
Andrew Watson
 Registered Surveyor

SURVEYOR'S REFERENCE: 295275P

Authorised person/Agent/Manager/Notified Officer



SP72445



LEVEL 8

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREHOLD DEVELOPMENT) ACT 1977 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Author/Investigator/Institution/Address/City/State/Zip

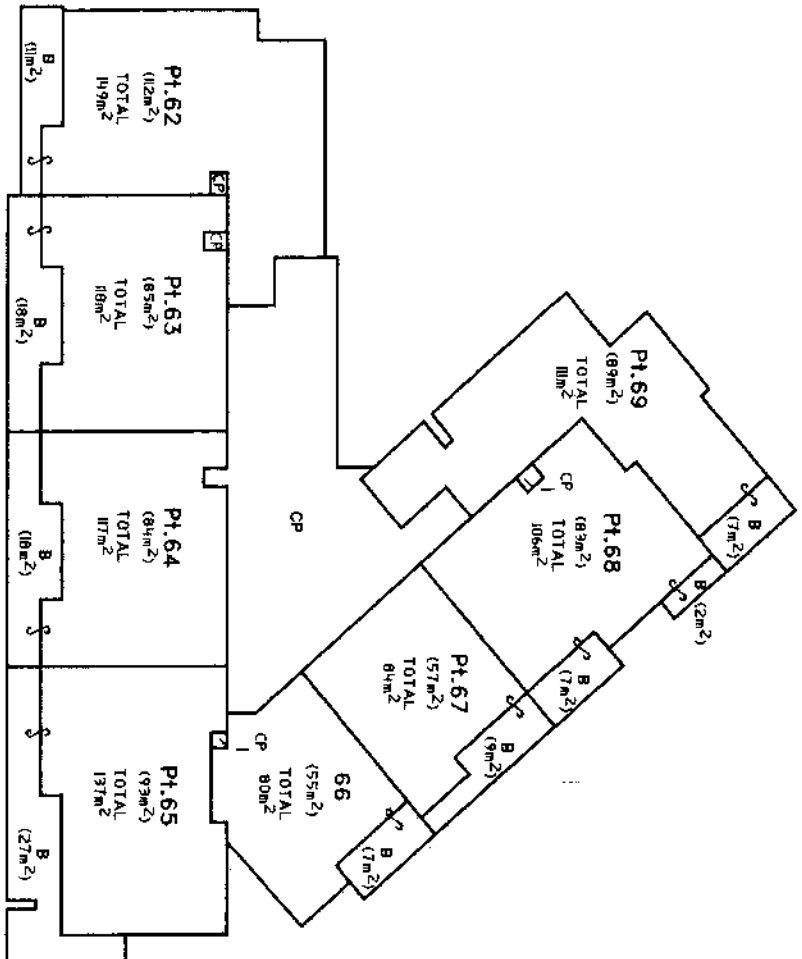


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 18 of 29 Sheets

SP72445



LEVEL 9

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Watson
Registered Surveyor

Andrew Watson
Authorised person/Competent Person/Registered Surveyor

SURVEYOR'S REFERENCE: 29527SP1

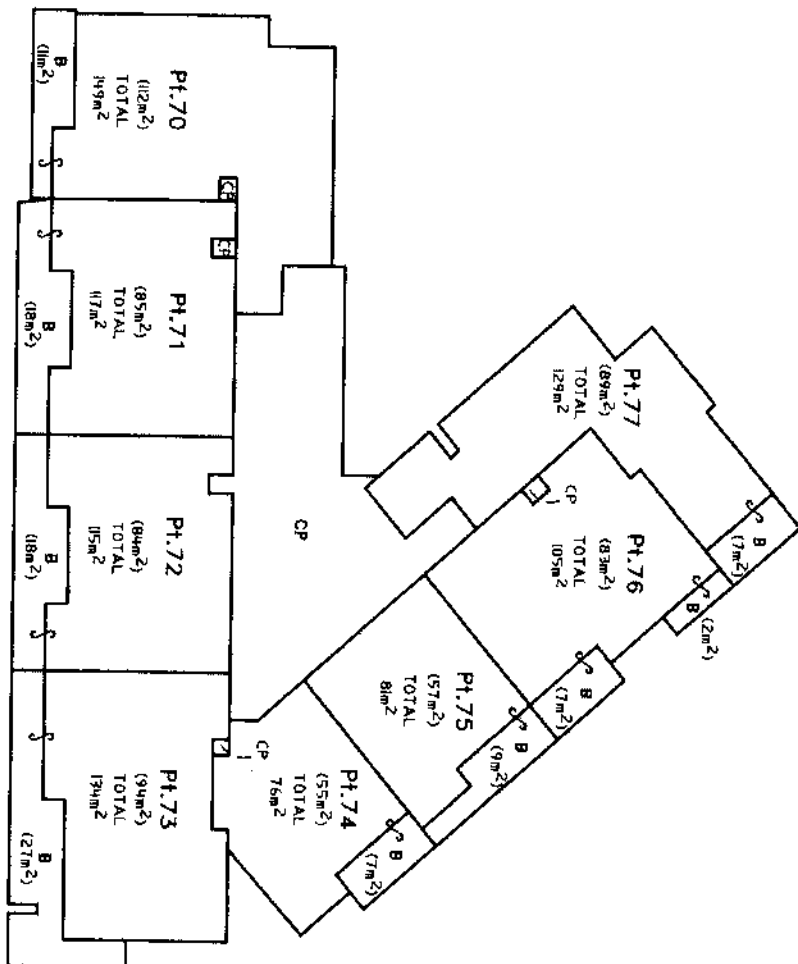


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 19 of 29 Sheets

SP72445



LEVEL 10

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Wilson
 Registered Surveyor

SURVEYOR'S REFERENCE: 29527SP1

Authorised person: *[Signature]* / Accredited Certifier

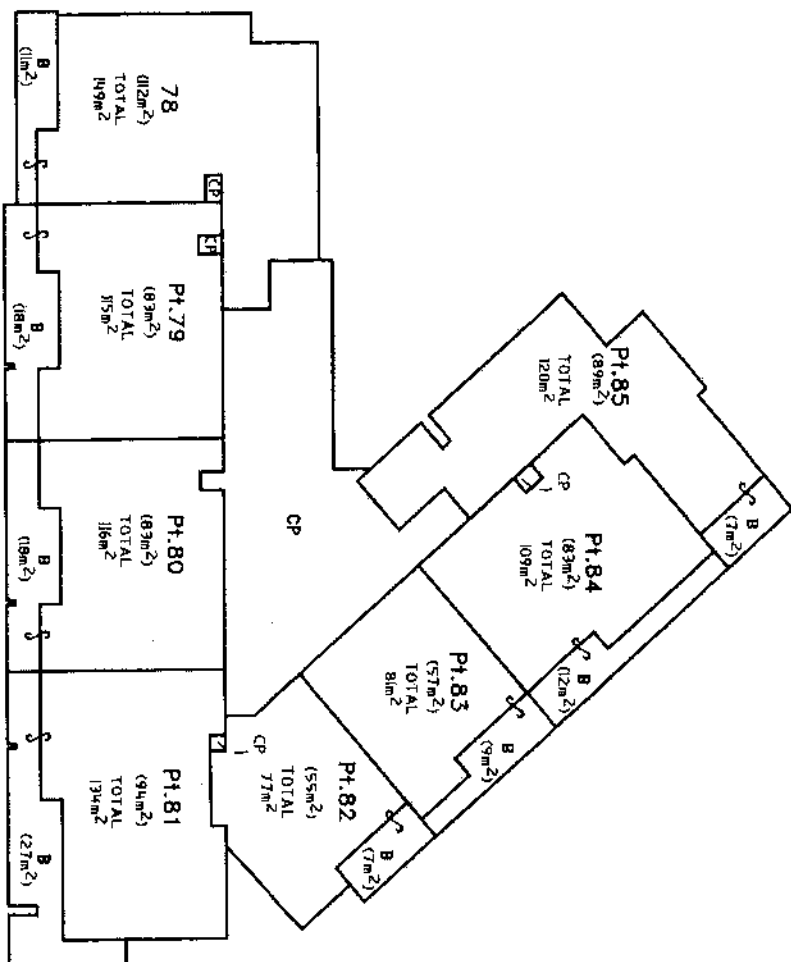


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 29 Sheets

SP72445



LEVEL 11

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Mason
 Registered Surveyor

Michael J. J. J.
 Authorised person (Surveyor) / Registered Surveyor

SURVEYOR'S REFERENCE: 295275PI

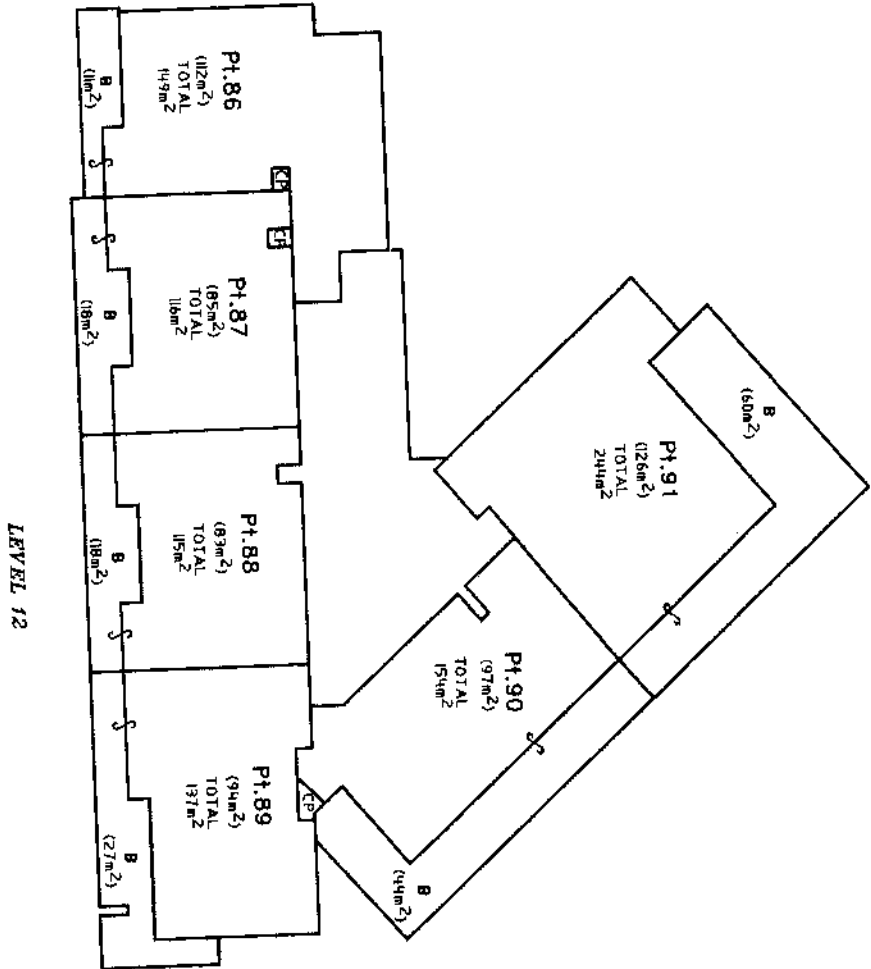


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 21 of 29 Sheets

SP72445



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrews
 Registered Surveyor

SURVEYOR'S REFERENCE: 29527SP1

Andrews
 Registered Surveyor / Licensed Officer

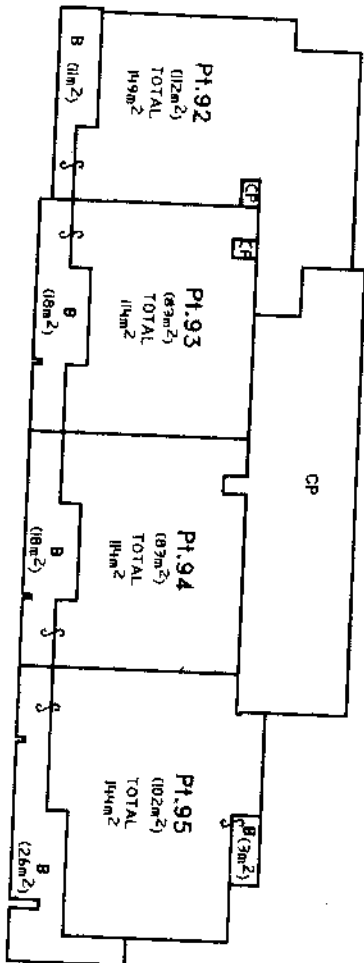


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 22 of 29 Sheets

SP72445



LEVEL 18

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Moran
Registered Surveyor

SURVEYOR'S REFERENCE: 295275P1

Authorised person (Surveyor/Registered Professional Engineer)

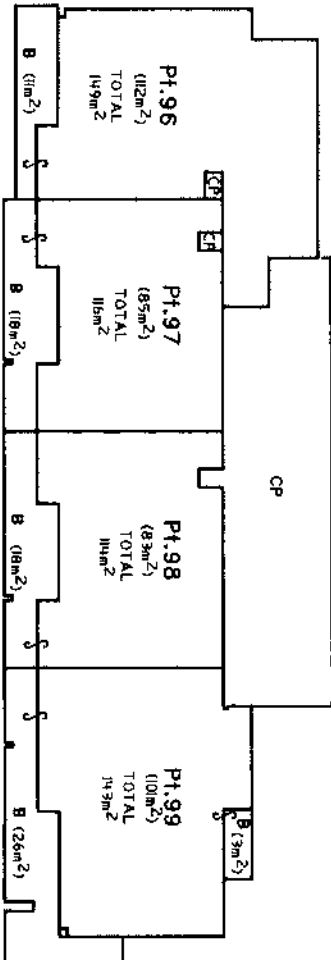


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 23 of 29 Sheets

SP72445



LEVEL 14

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres



Andrew Hargreaves
 Registered Surveyor

Andrew Hargreaves
 Authorised person to sign/Registered Certifier

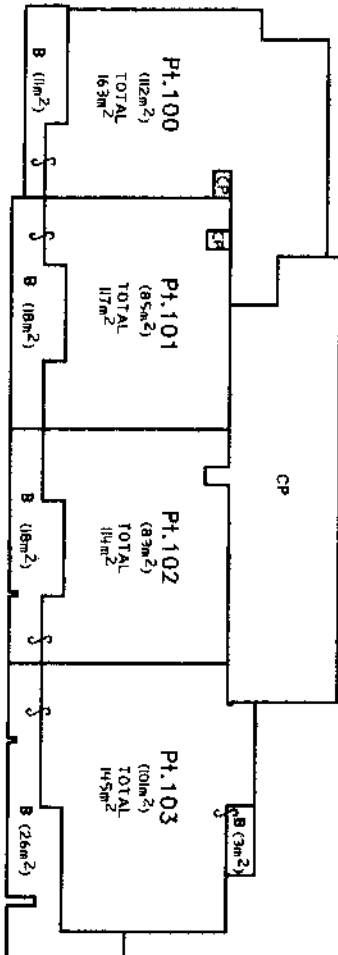
SURVEYOR'S REFERENCE: 2952 TSP1

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 24 of 29 Sheets

SP72445



LEVEL 15

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1979 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Hargreaves
 Registered Surveyor

David
 Registered General Valuer/Registered Conveyancer

SURVEYOR'S REFERENCE: 295275P1

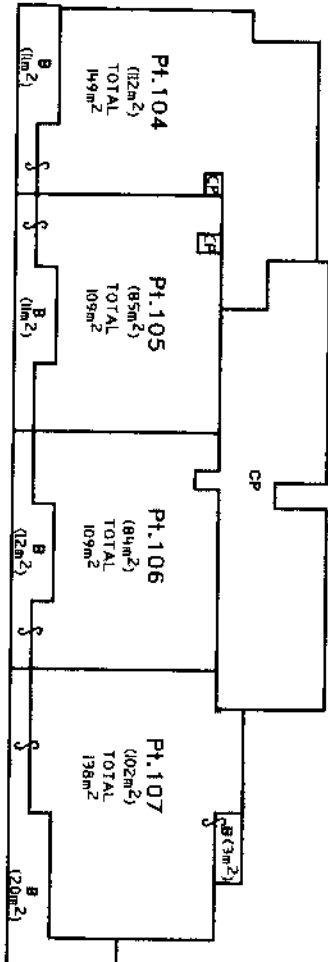


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 25 of 29 Sheets

SP72445



LEVEL 16

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres



Handwritten signature
 Registered Surveyor

Handwritten signature
 Authorised person/Competent Person/Authorised Officer

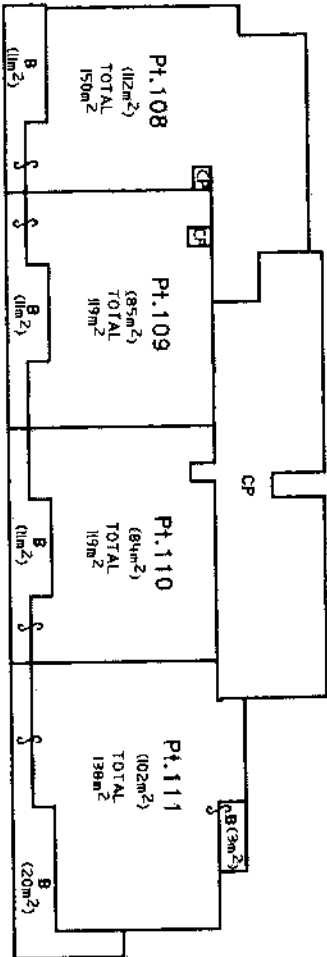
SURVEYOR'S REFERENCE 29527SP1

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 26 of 29 Sheets

SP72445



LEVEL 17

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DEMOTES COMMON PROPERTY
 3. B DEMOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

lengths are in metres

Andrew Wilson
Registered Surveyor

Andrew Wilson
Registered Surveyor/Registered Conveyancer

SURVEYOR'S REFERENCE: 29527SP1

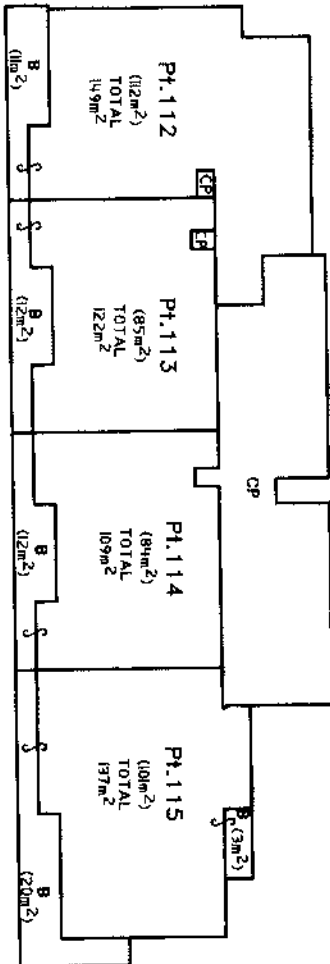


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 27 of 29 Sheets

SP72445



LEVEL 18

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Hobson
 Registered Surveyor

SURVEYOR'S REFERENCE: 295275P1

Matthew James/Robert James/Robert Carrillo

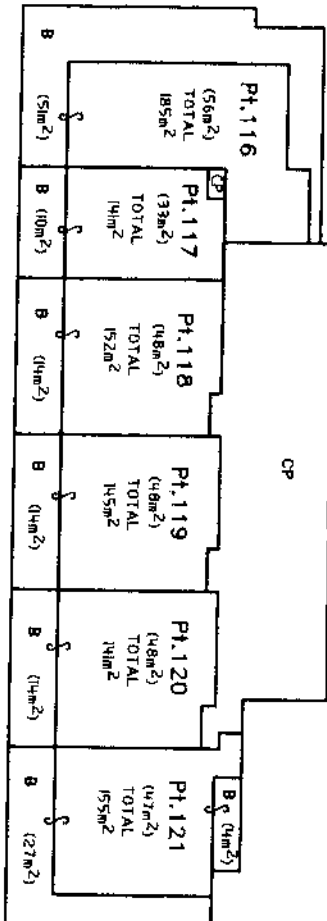


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 28 of 29 Sheets

SP72445



LEVEL 19

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT ACT 1973 ONLY).
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Mason
 Registered Surveyor

SURVEYOR'S REFERENCE: 29527SP1

Andrew Mason
 Registered Surveyor

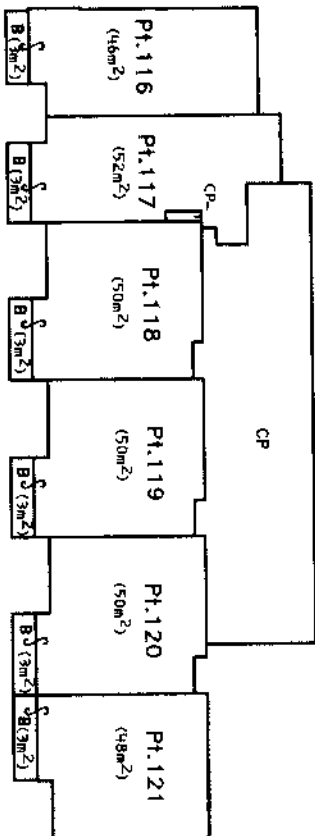


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 29 of 29 Sheets

SP72445



LEVEL 20

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

Andrew Wilson
 Registered Surveyor

SURVEYOR'S REFERENCE: 295275F1

Anthony Long
 Registered Surveyor/Assistant Registrar



*OFFICE USE ONLY

PLAN FORM 2 (APPROVED FORM 3)

SIGNATURES AND SEALS ONLY

DAVID JOHN SWEENEY
 ROSS A. MCDONNELL
 Director



H. A. SWEENEY
 Director



Department of Lands Approval
 Department of Lands Approval
 Department of Lands Approval

Subdivision Certificate
 Subdivision Certificate
 Subdivision Certificate

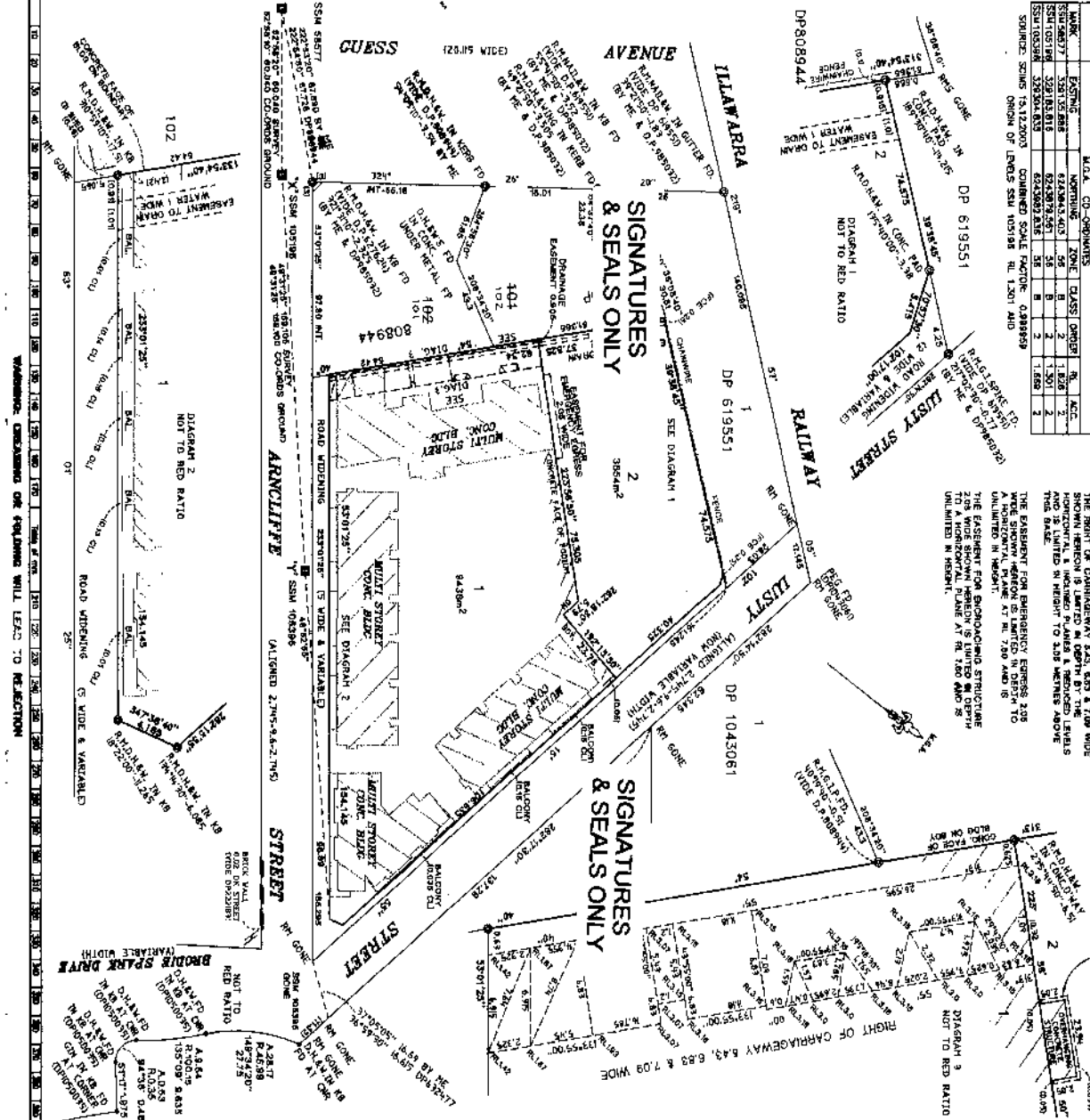
Subdivision Certificate
 Subdivision Certificate
 Subdivision Certificate

STAKEOUTS (PREPARED) REGULATION 2001 CLAUSE 3(10)

Plan Drawing only to appear in this space

STAKEOUT FOR SUBDIVISION STRUCTURE 204 WIDE

OFFICE USE ONLY



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan of proposed subdivision of Lot 1 DP 997852
 covered by Subdivision Certificate No. 145101
 Date: 27/2/04

DP1064374

Full name and address of the owner of the land: Percheron Holdings Pty Limited ACN 082 729 520
 Level 4, Harley Place, 251 Oxford Street, Bondi Junction

Part 1 (Creation)

Number of items shown in the intention plan from the plan	Description of easement, profit à prendre, restriction or positive covenant intended to be created or released in the plan	Number of lots benefited	Benefited lot(s) (address or description)
1	Right of Carriageway 6.83 & 7.09 Wide 4 5.43 wide	1	2
2	Easement to Drain Water 1 Wide	1 & 2	Rockdale City Council
3	Easement for Emergency Egress 2.05 Wide	2	1
4	Positive Covenant	1	Rockdale City Council
5	Easement for Encroaching Structure 2.05 Wide	2	1
6	Positive Covenant	1	Rockdale City Council

Part 2 (Terms)

1. Interpretation

1.1 Definitions

The following are definitions in respect of defined words used in part 2 of this instrument.
 These meanings, in any form, apply unless the contrary intention appears:

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145/01
Date: 27.2.04

Authorised Users means every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Council means Rockdale City Council.

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

Easement includes any easement, covenant, positive covenant or restriction on use created in this instrument.

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

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

Grantee means:

- (a) the owner of an estate in fee simple or mortgagee in possession of the lot benefited; and
- (b) the Owners Corporation under the Development Act in respect of the lot benefited.

Grantor means:

- (a) the owner of an estate in fee simple of the lot burdened; and
- (b) the Owners Corporation under the Development Act in respect of the lot burdened.

If a Strata Plan is registered over a lot burdened, a reference to the Grantor's nominee in an Easement means a person appointed by the Owners Corporation established on registration of that plan.

Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

On Site Stormwater Re-Use System means the structure erected on the lot burdened described as "on site stormwater re-use system" (which expression includes all ancillary gutters, pipes, drains, pumps walls, kerbs pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater for re-use) shown on the plans approved by Council under the Notice of Development Approval No. 1243/02 determined on 25 October 2002;

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan of subdivision under the Conveyancing Act to which this instrument relates.

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145/01
Date: 27. 2. 04

Strata Plan means a strata plan registered according to the Act or the Development Act (as applicable).

- 1.2 Unless a contrary intention appears, a reference in this instrument to:
- (a) (reference to anything) a reference to anything is a reference to the whole or each part of it; and
 - (b) (references to statute) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
 - (c) (singular includes plural) the singular includes the plural and vice versa; and
 - (d) (meaning not limited) the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings do not affect the interpretation of this instrument.

1.4 A requirement in an Easement which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act.

2. Covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this instrument, and in each of the Easements, are covenants and agreements between:

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

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements in this instrument.

3. Notice to owner

3.1 This clause 3 applies to each Easement granted under this instrument.

3.2 If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. **145/01**
Date: **27.2.04**

- 4. Terms of Easement for Right of Carriageway 6.83 & 7.09 Wide numbered one (1) in the Plan**
 - 4.1** An Easement is granted to the Grantee:
 - (a) in the terms of the easement for "Right of Carriageway" in Part 1 of Schedule 8 to the Conveyancing Act; and
 - (b) to allow the Grantee to use any access control system installed or erected by the Grantor on the lot burdened for ingress and egress to and from the Easement Site.
 - 4.2** The Grantee when requested by the Grantor, must pay to the Grantor a percentage of the costs of the operation, maintenance, repair and replacement of the access control system referred to in the preceding paragraph, incurred by the Grantor, that percentage being equal to the number of motor vehicles situated on the lot benefited that use the Right of Carriageway as a proportion of the total aggregated number of motor vehicles situated on the lot benefited and the lot burdened that use the Right of Carriageway. For the purposes of calculating the proportion, the number of motor vehicles situated on the lot benefited that use the Right of Carriageway will not be less than five.
 - 4.3** This easement is extinguished on the date that the Grantee notifies the Grantor in writing that the Grantee no longer has any need to use the Easement Site and the Grantee will then at the Grantor's cost do everything reasonably necessary including sign any documents the Grantor considers necessary to have this easement removed from the title to the lot burdened.
 - 5. Terms of Easement to Drain Water 1 Wide numbered two (2) in the Plan**
 - 5.1** An Easement in the terms of the "Easement to drain water" in Part 3 Schedule 4A to the Conveyancing Act is created in favour of the Council under section 88A of the Conveyancing Act.
- Name of person empowered to release, vary or modify easement numbered two (2) in the Plan**
- Rockdale City Council
- 6. Terms of Easement for Emergency Egress numbered three (3) in the Plan**
 - 6.1** The Grantor grants the right for the Grantee and Authorised Users to enter and pass through the Easement Site for the purpose of evacuating the lot benefited in an emergency or for fire drill purposes.
 - 7. Terms of Positive Covenant numbered four (4) in the Plan**
 - 7.1** The Grantor covenants with the Council under s 88E of the Conveyancing Act in respect of clauses 7.3 and 7.4.

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145/01

Date: 27.2.04

- 7.2 In this easement "system" means the On Site Stormwater Re-Use System.
- 7.3 The Grantor must:
- (a) permit stormwater to be detained by the system for re-use;
 - (b) keep the system clean and free of silt, rubbish and debris;
 - (c) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the Council;
 - (d) carry out the matters referred to in paragraphs (b) and (c) at the Grantor's expense;
 - (e) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
 - (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of any emergency) to enter and inspect the lot burdened for compliance with the requirements of this clause;
 - (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
- 7.4 In the event of the Grantee failing to comply with the terms of any written notice served in respect of the matters in clause 7.3, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the Grantee the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under s 88F of the Conveyancing Act. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of person empowered to release, vary or modify restriction or positive covenant numbered four (4) in the plan:

Rockdale City Council

- 8. Terms of Easement for Encroaching Structure 2.05 Wide numbered five (5) in the Plan**
- 8.1 An easement in the terms of "Easement to permit encroaching structure to remain" in Part 13 Schedule 8 to the Conveyancing Act is created for the Grantee (except in relation to clause 2(c) of that part where the obligation to restore the lot benefited only related to the restoration of damage, arising solely because the relevant Grantee has not complied with paragraphs (a) and (b) of that part).
- 9. Terms of Positive Covenant numbered six (6) in the Plan**
- 9.1 The Grantor covenants with the Council under s 88E of the Conveyancing Act in respect of clause 9.2 and 9.3.

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145/01
Date: 27.2.01

- 9.2 The Grantor must maintain, renew, repair and replace any pipes and drains within the Basement to Drain Water 1 Wide numbered two (2) in the Plan.
- 9.3 In the event of the Grantee failing to comply with the terms of any written notice served in respect of the matters in clause 9.2, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the pipes and drains and recover from the Grantee the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under s 88F of the Conveyancing Act. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of person empowered to release, vary or modify restriction or positive covenant numbered six (6) in the plan: -

Rockdale City Council

Executed on behalf of Percheron Holdings Pty
Limited in accordance with s127 Corporations Act
in the presence of:



Secretary/Director

Director

H. G. Solomon

Print name

David L. Williams

Print name

Signed on behalf of Rockdale City Council by its
authorised representative

THE COMMON SEAL OF MACQUARIE AUSTRALIA
MANAGEMENT SERVICES PTY LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION:



07/04

Dennis Leong
SECRETARY

Graeme Wilson

SIGNED ON BEHALF
OF ADRIAN DEVELOPMENTS
PTY LIMITED
A.C.N. 0914728971

DIRECTOR
DAVID SORACE 2005 IN DIVEL

Form: ISCH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2
Real Property Act 1900



AM898189L

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

(A) TORRENS TITLE	For the common property CP/SP 72443	
(B) LODGED BY	Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481 Reference: 72443
		CODE CH

- (C) The Owners-Strata Plan No. 72443 certify that a special resolution was passed on 25/7/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 2,3
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- As set out in Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B.

- (G) The seal of The Owners-Strata Plan No. 72443 was affixed on 24/10/2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: Brad Wood

Authority: Netstrata Managing Agent

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Page 1 of 20

Page 1 of 20

Annexure A Change of By-Laws

Parties: 72443

Dated: 25 July 2017

Special By-Law 2- Smoke Penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any similar product on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) This By-Law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purposes of cooking on the balcony or courtyard of their lot.

Special By-Law 3- Notice Board

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE, BC 1481

ANNEXURE B
By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 13/05/2004

1 About the By-Laws

1.1 Purpose of the By-Laws

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

1.2 Who must comply with the By-Laws?

Owners and Occupiers must comply with the By-Laws. The Owners Corporation must comply with the By-Laws.

2 Strata Management Statement

2.1 Purpose

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

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

2.2 Who must comply with the Strata Management Statement?

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

2.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

2.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of Proximity. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement

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

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

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

3 Not Used

Not used

4 Your Behaviour



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE NSW 1585

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

4.1 What are your general obligations?

You must not:

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

4.2 Complying with the law

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

- (a) your Apartment; and
 - (b) the use of your Apartment; and
 - (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.
- The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

5 You are Responsible for Others

5.1 What are your obligations?

You must:

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

5.2 Requirements if you lease your Apartment

If you lease or licence your Apartment, you must:

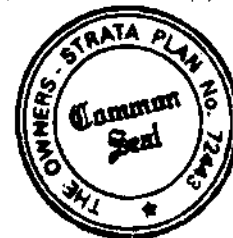
- (a) provide your tenant or licensee with an up-to-date copy of the bylaws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under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

6 What are your Obligations for your Apartment?

6.1 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

Insurance policies or premiums. See by-law 20 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and

(d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums (see by-law 20 ("Insurance premiums")); and
(e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

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

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

6.3 Floor coverings

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

6.4 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Apartment.

6.6 Window coverings

The colour of the backing of curtains or other window coverings in your Apartment must be white or another colour approved by the Owners Corporation.

6.7 Cleaning windows

Subject to by-law 6.8 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.8 Rights of the Owners Corporation to clean windows

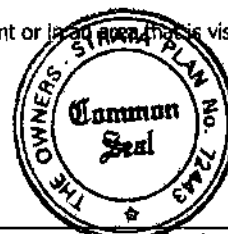
The Owners Corporation may resolve to clean the glass in some or an of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.7 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

6.9 Drying your laundry

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

7 The Balcony of Your Apartment

7.1 What may you keep on a Balcony?



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

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

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

7.2 Access to Balconies

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

7.3 Removing items from a Balcony

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

7.4 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

8 Storing and Operating a Barbeque

8.1 What are your rights and obligations?

You may store and operate a portable barbeque on the Balcony of your Apartment if:

- (a) it is a type approved under by-law 8.2 ("Types of portable barbeques"); and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

8.2 Types of portable barbeques

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

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

You may not store or operate a portable barbeque on the Balcony of your Apartment if that portable barbeque has no cover.

8.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

8.4 What if your barbeque interferes with someone else?

When you use a barbeque, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

9 Keeping an Animal

9.1 What animals may you keep?

Subject to this by-law, you may keep:



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 285
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you need the dog or other animal because of a visual disability, a hearing disability or any other disability.

9.2 Your visitors

You must not allow a visitor to bring an animal into the Building or Proximity unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

10 Erecting a Sign

10.1 Your obligations

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

10.2 The Developer

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

11 Moving and Delivering Furniture and Goods

11.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Building or move large articles (eg furniture) through Common Property.

11.2 What are your obligations?

When you take deliveries or move furniture or goods through the Building, you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

11.3 Role of the Building Manager

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

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

11.4 Using the Loading Dock

The Loading Dock is a Shared Facility. If you want to use the Loading Dock to move items into or out of the Building, you must make arrangements with the Facilities Manager appointed by the Building Management Committee under the Strata Management Statement.

12 How to Dispose of Your Garbage

12.1 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:



Report Date: 24th October 2017



TEL: 1300 NETSTRATA
 FAX: 1300 644 402

P.O. Box 265
 HURSTVILLE BC 1481

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- (a) on Common Property (other than in the Garbage Room or a garbage chute according to this by-law); or
- (b) in an area of your Apartment which is visible from outside your Apartment (eg on the Balcony of your Apartment).

12.2 What are your obligations?

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of the Building; and
- (b) leave your other garbage and recyclable materials in the area in the Garbage Room designated by the Building Management Committee or the Owners Corporation for that purpose; and
- (c) drain and clean bottles and make sure they are not broken before you place them in the area in the Garbage Room designated by the Building Management Committee or the Owners Corporation for that purpose; and
- (d) recycle your garbage according to instructions from the Building Management Committee or the Owners Corporation and Council; and
- (e) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.3 Cleaning up spills

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

12.4 Role of the Building Management Committee

Under the Strata Management Statement, the Building Management Committee must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

13 Carrying out Building Works

13.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

13.2 When is consent not necessary?

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

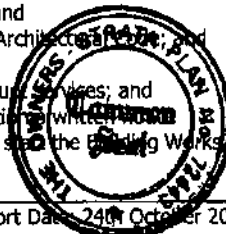
- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 ("The Developer"); or
- (b) alter or remove an Inter-Tenancy Wall according to by-law 14 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use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

However, you must comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.5 ("Making arrangements with the Owners Corporation") in relation to Building Works under By-Laws 13.2(b) or (c).

13.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

13.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

13.5 Making arrangements with the Owners Corporation

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

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

14 Inter-Tenancy Walls

14.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law.

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

14.2 What consents are necessary?

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

14.3 What are the conditions for carrying out the work?

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

- (a) carry out the work in the method certified by the structural engineer under by-law 14.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar General; and
- (c) comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.6 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation may have to reinstate the Inter-Tenancy Wall.

15 Agreement with the Building Manager

15.1 Purpose of the agreement



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

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

15.2 Initial Period

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

15.3 Delegation of functions

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

15.4 Agreement during the Initial Period

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

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

15.5 Agreements after the Initial Period

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

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

15.6 What provisions must be included in an agreement?

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

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

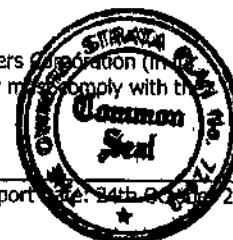
15.7 Duties of the Building Manager

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

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

15.8 Agreements under the Strata Management Statement

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



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265,
HURSTVILLE BC 1481

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

16 Licences

16.1 Powers of the Owners Corporation

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

16.2 What provisions may a license include?

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

- (a) Payments under the license; and
- (b) The term of the license; and
- (c) The permitted uses of the licensed areas; and
- (d) The maximum number of persons allowed in the licensed area; and
- (e) Insurances the licensee must effect; and
- (f) Cleaning and maintaining the licensed area.

17 Using the Recreational Facilities

17.1 Strata Management Statement

The rules regulating use of the Recreational Facilities are in the Strata Management Statement.

17.2 Your obligations

You must comply with the Strata Management Statement when you use the Recreational Facilities. You must also comply with any Rules made by the Building Management Committee about using the Recreational Facilities.

18 Not Used

Not Used

19 Installation and Operation of Airconditioning Units

19.1 Right to install

You may install an Airconditioning Unit which exclusively services your lot.

19.2 Your obligations about installation

If you install an Airconditioning Unit:

- (a) it must be located on the Balcony of your lot against the external wall of your lot;
- (b) the air handling unit inside your lot and the external condenser unit must be connected to the condenser water drainage system at the connection point within your lot;
- (c) it must at your cost be concealed by a perforated screen in the same colour as the external surface of your lot that complies with any specifications determined by the Building Management Committee or the Owners Corporation;
- (d) it must not have a maximum power rating exceeding 4.8kW and not, when screened, emit noise levels of more than 55dB as measured on the closest point of any neighbouring Balcony; and
- (e) it must comply with any requirements of Government Agencies about Airconditioning Units.

19.3 Your additional obligations

If you have installed an Airconditioning Unit you must:



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- (a) maintain and repair the Airconditioning Unit in good working order and repair;
- (b) not allow your Airconditioning Unit to cause a nuisance to other Owners or Occupiers;
- (c) at your cost maintain and repair any portion of the Common Property in or through which any part of your Airconditioning Unit is located; and
- (d) you must not allow water or any fluids from the Airconditioning Unit to drip onto or over the edge of your Balcony.

19.4 Rights of the Owners Corporation

- (a) If you fail to comply with any of your obligations under this By-Law 19, the Owners Corporation may give you a notice requiring you to remedy the non compliance within a reasonable time.
- (b) If you fail to comply with a notice given to you under By-Law 19.4(a), the Owners Corporation may:
 - (i) require you to, at your cost, remove the Airconditioning Unit from your lot within a time specified in the notice; and
 - (ii) if you fail to comply to remove the Airconditioning Unit enter your lot, remove and dispose of the Airconditioning Unit and recover from you the cost of its removal and disposal.

20 Damage to Common Property

20.1 What are your obligations?

Subject to the by-laws, you must:

- (a) Use Common Property equipment only for its intended purpose; and
- (b) Immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) Compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons

doing work or carrying out Building Works in the Strata Scheme on your behalf.

20.2 When will you need consent from the Owners Corporation?

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

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

21 Insurance Premiums

21.1 Consent from the Owners Corporation

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

21.2 Payments for Increased premiums

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

21.3 Requirements under the Strata Management Statement

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

22 Security at the Building

22.1 Rights and obligations of the Owners Corporation



Report Date: 27th October 2017



Tel: 1300 NETSTRATA P.O. Box 265
Fax: 1300 644 402 HURSTVILLE BC 1481

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

The Owners Corporation must take reasonable steps to:

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

22.2 Installation of security equipment

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

22.3 Restricting access to Common Property

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

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

22.4 What are your obligations?

You must not:

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

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

22.5 Restrictions on exercising rights

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

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

23 Security Keys

23.1 Providing Owners and Occupiers with Security Keys

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

23.2 Fees for additional Security Keys

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

23.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 What are your obligations?



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE, BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

You must:

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

23.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

23.7 Procedures if you lease your Apartment

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

24 Rules

24.1 Powers of the Owners Corporation

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

24.2 Changing Rules

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

24.3 What are your obligations?

You must comply with the Rules.

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

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

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

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

25 How Are Consents Given?

25.1 Who may give consent?

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

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

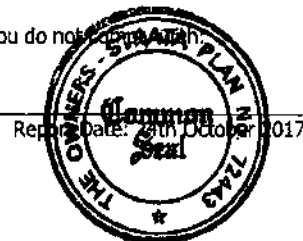
25.2 Conditions

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

25.3 Can consent be revoked?

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

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





Tel: 1300 NETSTRATA P.O. Box 265
Fax: 1300 644 402 HURSTVILLE BC 1441

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

26 Failure to Comply with By-Laws

26.1 What can the Owners Corporation do?

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

26.2 Procedures

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

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

26.3 Recovering money

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

27 Applications and Complaints

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

28 Interpretation

28.1 Definitions

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

Airconditioning Units include, without limitation:

- (a) Internal air handling units and equipment;
- (b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Air Conditioning Unit in an Apartment; and
- (c) external airconditioning condensor units.

Apartment means a lot in the Building.

Balcony means a balcony and a terrace in an Apartment.

Building means the part of Proximity comprising strata scheme SP72443 established within Lot 1 in DP1066102.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 15 ("Agreement with the Building Manager").

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

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

Report Date: 24th October 2017





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 266
HURSTVILLE, BC 1481

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

Building Works exclude:

- (a) minor fit out works inside an Apartment; and
- (b) works or alterations to the interior of Common Property walls in an Apartment (eg hanging pictures or attaching items to those walls); and
- (c) works which you are entitled to carry out under an Exclusive Use By Law.

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

Council means Rockdale City Council.

Developer means Arncliffe Development Pty Limited (ACN 094728971).

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

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Garbage Room means the garbage waste rooms and recycling waste rooms located in Residential Building A (at street level), Residential Building B (at upper basement level) and Residential Building E (at upper basement level) which are Shared Facilities;

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

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

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

Loading Dock means the loading dock located in Residential Building A at ground level and accessed from Magdalene Terrace (formerly Lusty Street).

Management Act means the Strata Schemes Management Act 1996 (NSW).

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

Owner means:

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

Owners Corporation means The Owners - Strata Plan No. SP72443.

Proximity means the land and buildings comprised in the Building and in lots 1 to 5 inclusive (including any strata schemes or lots into which they are subdivided).

Recreational Facilities means the Recreation and Garden Areas and the Swimming Pool and the Gymnasium Areas.

Recreation and Garden Areas means the outdoor recreation and garden areas which are a Shared Facility located at



Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

podium and ground levels of Proximity and forming part of the common property in the Strata Plans for Residential Building B, Residential Building D and Residential Building E;

Residential Building A means SP72445.

Residential Building B means SP72442.

Residential Building D means SP72444.

Residential Building E means SP72443.

Rules mean Rules made by the Owners Corporation according to by-law 23 ("Rules").

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

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

Storage Space means a Common Property storage space and includes the floor, ceiling and wire mesh walls around a Storage Space.

Strata Management Statement means the strata management statement for Proximity registered with strata plan for the Building.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Swimming Pool and Gymnasium Areas means the swimming pool and gymnasium areas, toilets and associated plant and equipment which are a Shared Facility and are located on the Podium level of Proximity forming part of common property in the Strata Plan for Residential Building E.

28.2 References to certain terms

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

- (a) (Management Act) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (you) the word "you" means an Owner or Occupier; and
- (c) (by-laws) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Building; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) reference to statutes) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as if they are to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Report Date: 24th October 2017



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

28.3 Headings

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

28.4 Severability

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

28.5 Discretion in exercising rights

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

28.6 Partial exercise of rights

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

28.7 Remedies cumulative

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

The Following are the Special By-laws registered with the scheme.

1 Levying of Debt Collection Expenses

Registration Date: 04/10/2016

PART 1 - Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

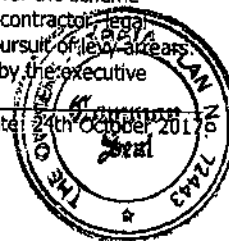
'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears

'Reasonable expenses of the executive committee' means expenses that may approved by the executive

Report Date: 24th October 2017





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1461

By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

2 Smoke Penetration

Registration Date: 24/10/2017

- (1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.
- (3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

3 Notice Board

Registration Date: 24/10/2017

That the Owners Corporation must cause a notice-board to be affixed to some part of the common property.



Report Date: 24th October 2017

Approved Form 10

Certificate re Initial Period

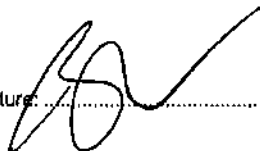
The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~

The seal of The Owners - Strata Plan 72443 was affixed on 25 October 2017 in the presence of the
following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the
affixing of the seal.

Signature: _____



Name: Brad Wood of Netstrata

Authority: Appointed Managing Agent



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AP668758G

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

(A) TORRENS TITLE	For the common property CP/SP 72443		
(B) LODGED BY	Document	Name, Address or DX, Telephone, and Customer Account Number if any	CODE CH
	Collection	Network Strata Services Pty Limited 123421L	
	Box	P O Box 265 HURSTVILLE NSW 1481	
	573X	Reference: 72443	

- (C) The Owners-Strata Plan No. 72443 certify that a special resolution was passed on 21/8/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAW 6, 7, 8
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

- (G) The seal of The Owners-Strata Plan No. 72443 was affixed on 17/10/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

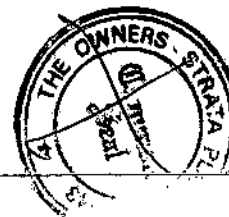
Name: Anita Dalag

Authority: Netstrata-Managing Agent

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705



By-Laws

Annexure A

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 13/05/2004

1 About the By-Laws

1.1 Purpose of the By-Laws

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

1.2 Who must comply with the By-Laws?

Owners and Occupiers must comply with the By-Laws. The Owners Corporation must comply with the By-Laws.

2 Strata Management Statement

2.1 Purpose

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

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

2.2 Who must comply with the Strata Management Statement?

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

2.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

2.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of Proximity. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement

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

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

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

3 Not Used

Not used

4 Your Behaviour

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

4.1 What are your general obligations?

You must not:

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

4.2 Complying with the law

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

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

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

5 You are Responsible for Others

5.1 What are your obligations?

You must:

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

5.2 Requirements if you lease your Apartment

If you lease or licence your Apartment, you must:

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

6 What are your Obligations for your Apartment?

6.1 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

insurance policies or premiums. See by-law 20 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and

(d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums (see by-law 20 ("Insurance premiums")); and

(e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

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

(a) carry out Building Works; or

(b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or

(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or

(d) install an intruder alarm with an audible signal; or

(e) attach or hang an aerial or wires outside your Apartment or the Building.

6.3 Floor coverings

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

6.4 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Apartment.

6.6 Window coverings

The colour of the backing of curtains or other window coverings in your Apartment must be white or another colour approved by the Owners Corporation.

6.7 Cleaning windows

Subject to by-law 6.8 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.8 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.7 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

6.9 Drying your laundry

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

7 The Balcony of Your Apartment

7.1 What may you keep on a Balcony?

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

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

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

7.2 Access to Balconies

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

7.3 Removing items from a Balcony

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

7.4 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

8 Storing and Operating a Barbeque

8.1 What are your rights and obligations?

You may store and operate a portable barbeque on the Balcony of your Apartment if:

- (a) it is a type approved under by-law 8.2 ("Types of portable barbeques"); and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

8.2 Types of portable barbeques

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

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

You may not store or operate a portable barbeque on the Balcony of your Apartment if that portable barbeque has no cover.

8.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

8.4 What if your barbeque interferes with someone else?

When you use a barbeque, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

9 Keeping an Animal

9.1 What animals may you keep?

Subject to this by-law, you may keep:

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you need the dog or other animal because of a visual disability, a hearing disability or any other disability.

9.2 Your visitors

You must not allow a visitor to bring an animal into the Building or Proximity unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

10 Erecting a Sign

10.1 Your obligations

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

10.2 The Developer

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

11 Moving and Delivering Furniture and Goods

11.1 Moving In

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Building or move large articles (eg furniture) through Common Property.

11.2 What are your obligations?

When you take deliveries or move furniture or goods through the Building, you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

11.3 Role of the Building Manager

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

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

11.4 Using the Loading Dock

The Loading Dock is a Shared Facility. If you want to use the Loading Dock to move items into or out of the Building, you must make arrangements with the Facilities Manager appointed by the Building Management Committee under the Strata Management Statement.

12 How to Dispose of Your Garbage

12.1 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- (a) on Common Property (other than in the Garbage Room or a garbage chute according to this by-law); or
- (b) in an area of your Apartment which is visible from outside your Apartment (eg on the Balcony of your Apartment).

12.2 What are your obligations?

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of the Building; and
- (b) leave your other garbage and recyclable materials in the area in the Garbage Room designated by the Building Management Committee or the Owners Corporation for that purpose; and
- (c) drain and clean bottles and make sure they are not broken before you place them in the area in the Garbage Room designated by the Building Management Committee or the Owners Corporation for that purpose; and
- (d) recycle your garbage according to instructions from the Building Management Committee or the Owners Corporation and Council; and
- (e) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.3 Cleaning up spills

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

12.4 Role of the Building Management Committee

Under the Strata Management Statement, the Building Management Committee must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

13 Carrying out Building Works

13.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

13.2 When is consent not necessary?

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

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

However, you must comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.5 ("Making arrangements with the Owners Corporation") in relation to Building Works under By-Laws 13.2(b) or (c).

13.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

13.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

13.5 Making arrangements with the Owners Corporation

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

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

14 Inter-Tenancy Walls

14.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law.

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

14.2 What consents are necessary?

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

14.3 What are the conditions for carrying out the work?

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

- (a) carry out the work in the method certified by the structural engineer under by-law 14.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar General; and
- (c) comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.6 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

15 Agreement with the Building Manager

15.1 Purpose of the agreement

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

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

15.2 Initial Period

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

15.3 Delegation of functions

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

15.4 Agreement during the Initial Period

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

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

15.5 Agreements after the Initial Period

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

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

15.6 What provisions must be included in an agreement?

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

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

15.7 Duties of the Building Manager

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

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

15.8 Agreements under the Strata Management Statement

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

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

16 Licences

16.1 Powers of the Owners Corporation

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

16.2 What provisions may a license include?

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

- (a) Payments under the license; and
- (b) The term of the license; and
- (c) The permitted uses of the licensed areas; and
- (d) The maximum number of persons allowed in the licensed area; and
- (e) Insurances the licensee must effect; and
- (f) Cleaning and maintaining the licensed area.

17 Using the Recreational Facilities

17.1 Strata Management Statement

The rules regulating use of the Recreational Facilities are in the Strata Management Statement.

17.2 Your obligations

You must comply with the Strata Management Statement when you use the Recreational Facilities. You must also comply with any Rules made by the Building Management Committee about using the Recreational Facilities.

18 Not Used

Not Used

19 Installation and Operation of Airconditioning Units

19.1 Right to install

You may install an Airconditioning Unit which exclusively services your lot.

19.2 Your obligations about Installation

If you install an Airconditioning Unit:

- (a) it must be located on the Balcony of your lot against the external wall of your lot;
- (b) the air handling unit inside your lot and the external condenser unit must be connected to the condenser water drainage system at the connection point within your lot;
- (c) it must at your cost be concealed by a perforated screen in the same colour as the external surface of your lot that complies with any specifications determined by the Building Management Committee or the Owners Corporation;
- (d) it must not have a maximum power rating exceeding 4.8kW and not, when screened, emit noise levels of more than 55dB as measured on the closest point of any neighbouring Balcony; and
- (e) it must comply with any requirements of Government Agencies about Airconditioning Units.

19.3 Your additional obligations

If you have installed an Airconditioning Unit you must:

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- (a) maintain and repair the Airconditioning Unit in good working order and repair;
- (b) not allow your Airconditioning Unit to cause a nuisance to other Owners or Occupiers;
- (c) at your cost maintain and repair any portion of the Common Property in or through which any part of your Airconditioning Unit is located; and
- (d) you must not allow water or any fluids from the Airconditioning Unit to drip onto or over the edge of your Balcony.

19.4 Rights of the Owners Corporation

- (a) If you fail to comply with any of your obligations under this By-Law 19, the Owners Corporation may give you a notice requiring you to remedy the non compliance within a reasonable time.
- (b) If you fail to comply with a notice given to you under By-Law 19.4(a), the Owners Corporation may:
 - (i) require you to, at your cost, remove the Airconditioning Unit from your lot within a time specified in the notice; and
 - (ii) if you fail to comply to remove the Airconditioning Unit enter your lot, remove and dispose of the Airconditioning Unit and recover from you the cost of its removal and disposal.

20 Damage to Common Property

20.1 What are your obligations?

Subject to the by-laws, you must:

- (a) Use Common Property equipment only for its intended purpose; and
- (b) Immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) Compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons

doing work or carrying out Building Works in the Strata Scheme on your behalf.

20.2 When will you need consent from the Owners Corporation?

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

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

21 Insurance Premiums

21.1 Consent from the Owners Corporation

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

21.2 Payments for increased premiums

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

21.3 Requirements under the Strata Management Statement

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

22 Security at the Building

22.1 Rights and obligations of the Owners Corporation

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

The Owners Corporation must take reasonable steps to:

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

22.2 Installation of security equipment

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

22.3 Restricting access to Common Property

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

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

22.4 What are your obligations?

You must not:

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

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

22.5 Restrictions on exercising rights

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

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

23 Security Keys

23.1 Providing Owners and Occupiers with Security Keys

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

23.2 Fees for additional Security Keys

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

23.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 What are your obligations?

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

You must:

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

23.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

23.7 Procedures if you lease your Apartment

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

24 Rules

24.1 Powers of the Owners Corporation

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

24.2 Changing Rules

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

24.3 What are your obligations?

You must comply with the Rules.

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

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

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

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

25 How Are Consents Given?

25.1 Who may give consent?

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

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

25.2 Conditions

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

25.3 Can consent be revoked?

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

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

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

26 Failure to Comply with By-Laws

26.1 What can the Owners Corporation do?

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

26.2 Procedures

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

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

26.3 Recovering money

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

27 Applications and Complaints

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

28 Interpretation

28.1 Definitions

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

Airconditioning Units include, without limitation:

- (a) internal air handling units and equipment;
- (b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Air Conditioning Unit in an Apartment; and
- (c) external airconditioning condenser units.

Apartment means a lot in the Building.

Balcony means a balcony and a terrace in an Apartment.

Building means the part of Proximity comprising strata scheme SP72443 established within Lot 1 in DP1066102.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 15 ("Agreement with the Building Manager").

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

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

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

Building Works exclude:

- (a) minor fit out works inside an Apartment; and
- (b) works or alterations to the interior of Common Property walls in an Apartment (eg hanging pictures or attaching items to those walls); and
- (c) works which you are entitled to carry out under an Exclusive Use By Law.

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

Council means Rockdale City Council.

Developer means Arncliffe Development Pty Limited (ACN 094728971).

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

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Garbage Room means the garbage waste rooms and recycling waste rooms located in Residential Building A (at street level), Residential Building B (at upper basement level) and Residential Building E (at upper basement level) which are Shared Facilities;

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

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

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

Loading Dock means the loading dock located in Residential Building A at ground level and accessed from Magdalene Terrace (formerly Lusty Street).

Management Act means the Strata Schemes Management Act 1996 (NSW).

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

Owner means:

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

Owners Corporation means The Owners - Strata Plan No. SP72443.

Proximity means the land and buildings comprised in the Building and in lots 1 to 5 inclusive in DP1066102 (including any strata schemes or lots into which they are subdivided).

Recreational Facilities means the Recreation and Garden Areas and the Swimming Pool and the Gymnasium Areas.

Recreation and Garden Areas means the outdoor recreation and garden areas which are a Shared Facility located at

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

podium and ground levels of Proximity and forming part of the common property in the Strata Plans for Residential Building B, Residential Building D and Residential Building E;

Residential Building A means SP72445.

Residential Building B means SP72442.

Residential Building D means SP72444.

Residential Building E means SP72443.

Rules mean Rules made by the Owners Corporation according to by-law 23 ("Rules").

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

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

Storage Space means a Common Property storage space and includes the floor, ceiling and wire mesh walls around a Storage Space.

Strata Management Statement means the strata management statement for Proximity registered with strata plan for the Building.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

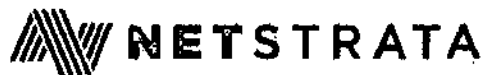
Swimming Pool and Gymnasium Areas means the swimming pool and gymnasium areas, toilets and associated plant and equipment which are a Shared Facility and are located on the Podium level of Proximity forming part of common property in the Strata Plan for Residential Building E.

28.2 References to certain terms

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

- (a) (Management Act) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (you) the word "you" means an Owner or Occupier; and
- (c) (by-laws) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Building; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) reference to statutes) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

28.3 Headings

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

28.4 Severability

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

28.5 Discretion in exercising rights

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

28.6 Partial exercise of rights

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

28.7 Remedies cumulative

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

The Following are the Special By-laws registered with the scheme.

1 Levying of Debt Collection Expenses

Registration Date: 04/10/2016

PART 1 - Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the executive committee' means expenses that may approved by the executive

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires;

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

2 Smoke Penetration

Registration Date: 24/10/2017

- (1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.
- (3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

3 Notice Board

Registration Date: 24/10/2017

That the Owners Corporation must cause a notice-board to be affixed to some part of the common property.

4 Pre-Meeting & Electronic Voting

Registration Date: 20/12/2018

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

5 Minor Renovations By-Law

Registration Date: 20/12/2018

1. Intention

The Intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- g. Installing or replacing pipes and duct work,
- h. Installing a rainwater tank,
- i. Installing a clothesline,
- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to:
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

6 Major Building Work (Major Renovations) By-Law

Registration Date: 07/10/2019

1. Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application;
 - (i) any fee prescribed by the Owners Corporation
 - (ii) detailed plans and specifications for the Major Building Works;
 - (iii) a description of the proposed Major Building Works; and
 - (iv) information as to:

A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

- (a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
- (i) require the applicant to submit further information, such as further plans, specifications or reports;
 - (ii) waive the requirement to submit detailed plans and specifications;
 - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
 - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- (b) in processing an application, the Owners Corporation:
- (i) may act in its own discretion;
 - (ii) approve it unconditionally or may impose conditions; and
 - (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
- (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
 - (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
- (d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.
- (e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works

- (a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
- (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
 - (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
 - (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
 - (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
 - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) the provisions of this by-law apply to Major Building Works to Common Property
- (b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
- (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
 - (ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

Owner:

- A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
- B. the Owners Corporation has made and registered a by-law to that effect; and
- C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

11. Right in Owners Corporation to remedy

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

7 Recovery of Administrative Costs

Registration Date: 07/10/2019

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015

'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in Insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived;
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

8 Recovery of Stationery Expenses

Registration Date: 07/10/2019

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
'the Act' means the Strata Schemes Management Act 2015

Report Date: 7th October 2019



By-Laws

Strata Plan 72443

35 ARNCLIFFE STREET ARNCLIFFE

B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;



A handwritten signature in black ink, appearing to be 'A. J.' or similar.

Report Date: 7th October 2019

Bayside Council

Serving Our Community

24 May 2021

Our Ref: Certificate No. 62125
Contact: Customer Service 1300 581 299

Vogue Conveyancing
PO BOX 317
ARTARMON NSW 1570

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:

Vogue Conveyancing
PO BOX 317
ARTARMON NSW 1570

Council: Bayside
County: Cumberland
Parish: St George

Fee: 53.00
Receipt No: 4739531
Receipt Date: 24 May 2021
Your Ref: CLL:21/10605:49879


PROPERTY: 203/35E ARNCLIFFE STREET, WOLLI CREEK NSW 2205

Lot 11 SP 72443

CT

Assessment No: 54720

Date: 24 May 2021



For
Meredith Wallace
General Manager

Rockdale Customer Service Centre
444-446 Princes Highway
Rockdale NSW 2216, Australia
ABN 80 690 785 443

Eastgardens Customer Service Centre
Westfield Eastgardens
152 Bunnerong Road
Eastgardens NSW 2036, Australia
ABN 80 690 785 443

T 1300 581 299 | 02 9562 1666
E council@bayside.nsw.gov.au
W www.bayside.nsw.gov.au

Postal address: PO Box 21, Rockdale NSW 2216



Telephone Interpreter Services - 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمة الترجمة الهاتفية

電話傳譯服務處

Служба за превеждане по телефон

This page is intentionally left blank

Notes: (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and DCPs

- (1) **The name of each environmental planning instrument that applies to the carrying out of development on the land.**

Rockdale Local Environmental Plan 2011

State Environmental Planning Policy No 19	Bushland in Urban Areas
State Environmental Planning Policy No 21	Caravan Parks
State Environmental Planning Policy No 33	Hazardous and Offensive Development
State Environmental Planning Policy No 50	Canal Estates Development
State Environmental Planning Policy No 55	Remediation of Land
State Environmental Planning Policy No 64	Advertising and Signage
State Environmental Planning Policy No 65	Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70	Affordable Housing (Revised Schemes)
State Environmental Planning Policy	(Affordable Rental Housing) 2009
State Environmental Planning Policy	(Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy	(Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Housing for Seniors and People with a Disability) 2004 (Only applies to land referred to in clause 4 (1) of the Policy and does not apply to land referred to in clause 4 (2) of the Policy)
State Environmental Planning Policy	(Infrastructure) 2007
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy	(Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy	(State and Regional Development) 2011
State Environmental Planning Policy	(Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy	(Coastal Management) 2018
State Environmental Planning Policy	(Arncliffe and Banksia Precincts) 2018
State Environmental Planning Policy	(Primary Production and Rural Development) 2019

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (only applies to land within the Georges River Catchment, referred to in Clause 2 of the Plan, being, in the Bayside Council area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci).

- (2) **The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).**

Draft Bayside Local Environmental Plan

- Draft State Environmental Planning Policy – Remediation of Land

- Draft Amendments to State Environmental Planning Policy (Three Ports) 2013

For more information or to determine whether these policies apply to your property, visit the Department of Planning and Environment website at www.planning.nsw.gov.au.

- (3) **The name of each development control plan that applies to the carrying out of development on the land.**

Rockdale Development Control Plan 2011

- (4) **In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.**

2 Zoning and land use under relevant local environmental plans

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- 2(a) **the identity of the zone, whether by reference to a name or by reference to a number;**
2(b) **the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent;**
2(c) **the purposes for which the instrument provides that development may not be carried out within the zone except with development consent;**
2(d) **the purposes for which the instrument provides that development is prohibited within the zone;**

The following zone or zones apply under the local environmental plan or deemed environmental planning instrument referred to in question 1 (1):

Zone B4 Mixed Use

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations; Roads.

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Exhibition homes; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Exhibition

villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Multi dwelling housing; Open cut mining; Port facilities; Research stations; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies.

- 2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed;**

No development standards apply to the land that fixes minimum land dimensions for the erection of a dwelling house.

Note: The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

- 2(f) whether the land includes or comprises critical habitat;**

The land **does not** include or comprise critical habitat.

- 2(g) whether the land is in a conservation area (however described);**

The land **is not** in a conservation area.

- 2(h) whether an item of environmental heritage (however described) is situated on the land.**

There is **no such item** situated on the land.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP); or**
- (b) a Precinct Plan (within the meaning of the 2006 SEPP); or**
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act;**

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Not applicable

3 Complying development

- 1 The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the**

provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*;

- 2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses; and
- 3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development **may be** carried out on the land under the above code.

Inland Code

Complying development **may be** carried out on the land under the above code.

Low Rise Medium Density Code

Complying development **may be** carried out on the land under the above code.

Rural Housing Code

Complying development **may be** carried out on the land under the above code.

Greenfield Housing Code

Complying development **may be** carried out on the land under the above code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development **may be** carried out on the land under the above code.

Housing Alterations Code

Complying development **may be** carried out on the land under the above code.

General Development Code

Complying development **may be** carried out on the land under the above code.

Commercial and Industrial Alterations Code

Complying development **may be** carried out on the land under the above code.

Container Recycling Facilities Code

Complying development **may be** carried out on the land under the above code.

Subdivisions Code

Complying development **may be** carried out on the land under the above code.

Demolition Code

Complying development **may be** carried out on the land under the above code.

Fire Safety Code

Complying development **may be** carried out on the land under the above code.

Notes:

(1) If a reference is made to "part of the land", Complying Development **may be** carried out on the portion of the land not subject to such a restriction.

(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18

(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note 3: The land may be subject to Council's *Contaminated Land Policy*. Consideration should be given to this policy prior to carrying out any development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

The land is not subject to annual charges.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*

The land is not so proclaimed.

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*, or

The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

(b) Any environmental planning instrument, or

The land is not affected by any road widening or road realignment under any environmental planning instrument.

(c) Any resolution of the council

The land is not affected by any road widening or road realignment under any resolution of the Council.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the council; or

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council;

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

Contaminated Land Policy

Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

7A Flood related development control information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.**

Yes – Clause 6.6 of the Rockdale Local Environmental Plan 2011 applies to the land.

Yes – Rockdale Development Control Plan 2011 applies to the land.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.**

Yes – Clause 6.6 of the Rockdale Local Environmental Plan 2011 applies to the land.

Yes – Rockdale Development Control Plan 2011 applies to the land.

Note:

- (1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
(2) Council is not in a position to identify whether the information provided under Clause 7A relates to a current or future hazard as defined in Planning Circular PS 14-003.
-

Note: (1) Further information relating to flooding is available and will be provided in "Advice under Section 10.7 (5)" if a full certificate is purchased from the Council.

- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.**

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The land is **not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land

Wolli Creek and Bonar Street Precincts Urban Renewal Area – Contributions Plan 2019
Rockdale Section 94A Development Contributions Plan 2008

Note: If land is within the former Rockdale City local government area, the *Rockdale Section 94*

Contributions Plan (Amendment No 4) and Rockdale Section 94 Contributions Plan 1998 will continue to apply to all development applications and applications for complying development certificates made prior to 1 June 2004.

9A Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

The land is **not** biodiversity certified land.

10 Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

The land is **not** subject to any such agreement.

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

The land **does not** contain a set aside area.

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land is **not** bush fire prone land.

12 Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land is **not** land to which a property vegetation plan applies.

13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land is **not** subject to such an order.

14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

The land is **not** subject to any such directions.

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current; and
 - (ii) that a copy may be obtained from the head office of the Department of Planning; and

The land is **not** subject to any such certificate.

- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

The land is **not** subject to any such statement.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate(schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid; and
- (b) that a copy may be obtained from the head office of the Department of Planning.

The land is **not** subject to any such certificate.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current; and
 - (b) that a copy may be obtained from the head office of the Department of Planning.

The land is **not** subject to any such certificate.

- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in

respect of the land.

The land is **not** subject to any such statement.

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot;
- (2) The date of any subdivision order that applies to the land; and
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

The land is **not** so affected.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate; and
(Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical Industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007)
- (b) the date on which the certificate ceases to be current (if any); and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

The land is **not** subject to any such certificate.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is **not** so listed.

21 Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with; and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (3) In this clause:
affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Council is **not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

Section 59(2) Contaminated Land Management Act 1997

Note: The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued;

Not applicable

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued;

Not applicable

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued;

Not applicable

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and

Not applicable

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Not applicable

[End of information under section 10.7 (2)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Rockdale Local Environmental Plan 2011* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1300 581 299.

LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$133 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land

20 May 2021

Infotrack Pty Limited

Reference number: 8000738378

Property address: U E203/35 Arncliffe St Wolli Creek NSW 2205

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers



Revenue

Enquiry ID	3501977
Agent ID	81429403
Issue Date	07 Jun 2021
Correspondence ID	1727769315
Your reference	21/10605

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S72443/11	Unit 203, 35E ARNCLIFFE ST WOLLI CREEK 2205	\$118 647

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

SP72445

Strata Schemes (Freehold Development) Act 1973

Division 2B

Sections 28R - 28W and Schedule 1C

STRATA MANAGEMENT STATEMENT

PROXIMITY, ARNCLIFFE

SP72445

Contents

1. Parties bound	4
2. Management of the Building	4
3. Meeting procedures	5
4. Rights and obligations	8
5. Dispute resolution	10
6. Service of notices	11
7. Strata Manager and Building Manager	11
8. Insurance	12
9. Shared Facilities and costs	13
10. Alterations to Shared Facilities and Shared Costs	15
11. Maintenance of Shared Facilities	15
12. Architectural and landscape standards	16
13. Telecommunications equipment	16
14. Swimming pool and Gymnasium Areas	17
15. Recreation and Garden Areas	18
16. Garbage Facilities/waste areas	19
17. Using the Loading Dock	20
18. Power to make rules	20
19. Provision of services	21
20. Stormwater detention system	22
21. Using approved contractors	22
22. Damage to Shared Facilities	23
23. Restricting access to Shared Facilities	23
24. Access to Proximity	23

SP72445

25. Visitor Parking	24
26. Restriction on Works	25
27. Committee approvals	26
28. Further strata management statements	29
29. Definitions and interpretation	30
Schedule 1 - List of Shared Facilities	36
Schedule 2 - Shared costs for Shared Facilities	41
Schedule 3 - Methods of allocation	47
Annexure A	49

SP72445

Part A

Introduction

1. Parties bound

This Statement is binding on:

- (a) the Residential Owners Corporations;
- (b) the Retail Stratum Lot Owner.

Part B

Compulsory matters

2. Management of the Building

2.1 The building management committee

- (a) The Members must establish and maintain forever the Committee comprising a representative of each Member within 1 month of registration of this Statement.
- (b) The Members' representatives will be appointed or selected in accordance with a Special Resolution or by-law made by the relevant Owners Corporation or a resolution or decision made in the appropriate manner by each Member.
- (c) The Members' representatives must represent the Members at meetings of the Committee.
- (d) Each Member must give to each other Member notice of its address and telephone number and the name, address and telephone number of its representative for the time being.
- (e) A Member may at any time give to the other Members notice of the name, address and telephone number of a duly appointed replacement representative.
- (f) Service of notices or documents on the Committee must be in accordance with the requirement for service in clause 6 and is effective if given to each Member's representative for the time being as notified under either clause 2.1(d) or 2.1(e).

2.2 Chairperson/Office bearers

The Committee must appoint one of the Member's representative or the Strata Manager to act as chairperson for each meeting and any other office bearer as the Committee considers necessary from time to time.

SP72445

2.3 Functions

The functions of the Committee are to:

- (a) comply with the Act and this Statement;
- (b) manage the Building so that the Members comply with their obligations under this Statement;
- (c) make and implement decisions in respect of relevant matters referred to in this Statement;
- (d) operate, maintain, replace, renew and/or add to the Shared Facilities as necessary;
- (e) update the list of Shared Facilities as necessary;
- (f) control the use of the Shared Facilities justly and fairly;
- (g) make just and fair allocation of the cost of operation, maintenance, replacement, renewal, insurance of or additions or alterations to Shared Facilities in accordance with Schedule 2 subject to any amendments made in accordance with this Statement;
- (h) effect the Insurances according to the Act and maintain contracts for maintenance as necessary;
- (i) consider any submission to the Committee by a Member under clause 4.6;
- (j) monitor the performance by the Members of their obligations under the Act and this Statement;
- (k) monitor the performance of the Strata Manager and the Building Manager;
- (l) appoint one or more of its Members to perform any of its powers, authorities, duties or functions set out in the Act and in doing so it must clearly define the power, authority, duty or function which must be carried out by that Member according to the Committee's directions; and
- (m) consider and determine any other matter which the Members determine should be considered by the Committee.

3. Meeting procedures

3.1 Convening meetings

- (a) Meetings of the Committee must be held:
 - (i) if required under this Statement;
 - (ii) within 1 month of a written request by a Member, not being a Member in Default, setting out the issue or proposal required to be addressed;

SP72445

- (iii) at least every six months; and
- (iv) if the Committee decides to do so.
- (b) 14 days notice of a meeting with an agenda must be given by the Committee to the Members but, in the case of an emergency, shorter notice may be given. The Committee must deal only with the matters on the agenda for a meeting.

3.2 Quorum

At any meeting of the Committee, a quorum will consist of a representative of each Member except a Member in Default. If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for 3 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 original meeting.

3.3 Voting

At all meetings of the Committee, the Members, provided they are not a Member in Default, are entitled through their representative to vote as follows.

- (a) Residential Building A 44 votes;
- (b) Residential Building B 31 votes;
- (c) Residential Building D 11 votes;
- (d) Residential Building E 8 votes;
- (e) Retail Stratum Lot - 6 votes

3.4 Voting rights

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

3.5 Appointment

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

3.6 Delegation

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

SP72445

3.7 Records

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

3.8 Decisions

The Committee may make decisions only:

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

3.9 Ordinary Resolution

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

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

3.10 Unanimous Resolution

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

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

SP72445

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

4. Rights and obligations

4.1 Compliance by Members

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

SP72445

4.2 Rights of Access over parts of the Building

- (a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member, Owner or Occupier.
- (b) The Members, Owners and Occupiers must allow the other Members, Owners and Occupiers the use of common property in the Strata Scheme for the Residential Lots and Retail Lots for access to or from another Stratum Lot or Strata Lot.
- (c) For the purposes of clause 4.2(a) & (b) the Residential Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

4.3 Access to Shared Facilities

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

4.4 Agreement to Shared Costs

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

4.5 Nature of obligations

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

4.6 Submissions by Members

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

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary Schedule 2;
- (d) alter any external area of the Building;

SP72445

- (e) amend this Statement;
- (f) replace the Strata Manager or the Building Manager or appoint a new Strata Manager or Building Manager; and
- (g) consider any other matter or thing to which this Statement has application.

5. **Dispute resolution**

5.1 **First resort**

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

5.2 **Notice requirements**

If:

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

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

5.3 **No agreement**

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

5.4 **Expert**

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

5.5 **Written submissions**

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

SP72445

5.6 Costs

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

6. Service of notices

6.1 Service requirements

A notice, approval, consent or other communication in connection with this Statement must be in writing and must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee or if the addressee notifies another address or facsimile number then to that address or facsimile number.

6.2 Receipt requirements

- (a) Unless a later time is specified in it, a notice, approval, consent or other communication shall take effect from the time it is received.
- (b) A letter is taken to be received if posted on the third day after posting, and a facsimile is taken to be received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the relevant recipient.

Part C

Other matters

7. Strata Manager and Building Manager

7.1 The Strata Manager

- (a) The Committee may appoint a Strata Manager to assist it to perform its functions under this Statement.
- (b) The Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (ii) effect and maintain the Insurance on behalf of the Members;
 - (iii) implement decisions made by the Committee;
 - (iv) prepare a plan for any refurbishment works or any other Works;
 - (v) carry and maintain licences required by law to be a strata managing agent;

SP72445

- (vi) carry out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility.
- (c) If the Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager which clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

7.2 The Building Manager

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

8. Insurance

8.1 Insurance obligations

- (a) The Committee must effect and maintain the Insurances throughout the operation of this Statement and without limitation must:
 - (i) at least every 2 years appoint an appropriately qualified expert (with at least 5 years experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances; and
 - (ii) allow for insurance premium cost increases which may occur during the period of such Insurances.
- (b) The Committee must ensure that any relevant information known to it and relating to the Insurances is provided to the approved insurer.
- (c) The Members agree that the cost of the Insurances is to be included in the Shared Costs.
- (d) If a Member does anything to increase an insurance premium then that Member must pay the amount of the increase of the premium.

SP72445

8.2 Members responsibilities

- (a) A Member must not, without the prior written consent of the Committee, do or permit anything which may invalidate or suspend any insurance or increase the premium for insurance effected under the Act.
- (b) If a Member does anything which increases the premium for an Insurance effected under the Act then that Member must pay any resulting additional insurance premium.

9. Shared Facilities and costs

9.1 Contribution to Shared Costs

- (a) The Members must contribute to the Shared Costs in the proportions referred to in Schedule 2.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in Schedule 3 and are appropriate.

9.2 Estimate of Shared Costs

- (a) The Committee must estimate how much money it will need for each 12 month period in advance to pay the Shared Costs incurred under this Statement.
- (b) The estimate referred to in clause 9.2(a) must be made no later than 30 days after the registration of this Statement and after that, as required by the Committee.

9.3 Contributions to Shared Costs

The Committee must impose a contribution on each Member being each Member's Share of the relevant estimate under clause 9.2(a) by written notice and each Member must pay the contribution within the time specified for payment in the notice.

9.4 Additional expenses contribution

If the Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with clause 9.3, then it must impose a further contribution on each Member to meet the additional expenses as determined by the Committee in accordance with the appropriate formula for allocation in Schedule 3.

9.5 Establishing accounts

- (a) The Committee may establish 2 accounts for contributions to Shared Costs:
 - (i) a capital works fund to pay for renewals and replacement of Shared Facilities; and
 - (ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.

SP72445

- (b) The Committee must levy the first contribution within 1 month after this Statement is registered.
- (c) The Committee must budget and levy sufficient contributions for its funds under clause 9.5(a) to comply with its obligations under this Statement.

9.6 Accounting

- (a) Within 2 months after the expiration of each 12 month period referred to in clause 9.2(a), the Committee must provide to each Member a duly audited report comprising but not limited to:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
 - (iii) particulars of any arrears of contributions.
- (b) The Committee must open a bank/building society account and pay into it all amounts received under this clause 9. Withdrawals from that account must only be used for purposes permitted under this Statement or in accordance with a Unanimous Resolution authorising an expenditure of money.
- (c) The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:
 - (i) credit it to one of the Committee's accounts; or
 - (ii) pay it to the Members in shares decided by the Committee.

9.7 Dealing with surplus funds

If there are surplus funds in any fund established under clause 9.5, the Committee may distribute it between the Members in the shares decided by the Committee.

9.8 Member in Default

If a Member fails to pay a contribution imposed under either clauses 9.3 or 9.4, it will then be a Member in Default and:

- (a) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Committee) as a debt due and owing; and
- (b) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered without deduction of any costs or expenses incurred in such recovery and the Committee will decide what proportion of interest at the Default Rate payable under clause 9.8(a) (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;

SP72445

- (c) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Committee.

9.9 Failure to provide information

- (a) The Committee may do anything under this clause 9 which in the opinion of the Committee, a Shared Facility Member has not done or not done properly.
- (b) If the Committee exercises a function under clause 9.9(a) the Shared Facility Member must reimburse the Committee for its costs in exercising the function.

10. Alterations to Shared Facilities and Shared Costs

10.1 Acknowledgment

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

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

10.2 Alterations to Shared Facilities

The Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and such when carried out will be treated as amending Schedule 1 and Schedule 2 in the appropriate way.

10.3 Alterations to Shared Costs

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

11. Maintenance of Shared Facilities

11.1 Member to maintain

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

11.2 Committee may maintain

The Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under Part 2 of

SP72445

the Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property). If the Committee carries out maintenance, repair or replacement of Shared Facilities (being part of a Member's Strata Scheme or Stratum Lot common property) it must pay for the repair and maintenance out of money standing in the accounts referred to in clause 9.5.

11.3 Committee may direct maintenance

The Committee may direct, by notice in writing, a Member ordinarily responsible under Part 2 of the Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property) to carry out maintenance, repair and replacement of any Shared Facilities referred to in the notice. If the Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Committee must pay the full cost to the Member out of money standing in the accounts referred to in clause 9.5 as and when the cost becomes due for payment.

12. Architectural and landscape standards

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

13. Telecommunications equipment

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

SP72445

- (b) The Members and Owners acknowledge that they may not derive any benefit or use from such telecommunications equipment and agree not to make any objection, requisition or claim in relation to that equipment.

14. Swimming pool and Gymnasium Areas

- (a) The Swimming Pool and Gymnasium Areas are available for use by the Residential Lot Owners and Occupiers and their accompanied guests (**Pool and Gym Users**) only, at the times and on the conditions for use to be prescribed by the Building Manager as approved by Committee.
- (b) Retail Lot Owners and Occupiers of Retail Lots are not entitled to use the Swimming Pool and Gymnasium Areas of the Strata Lots.
- (c) Subject to this clause, the Pool and Gym Users may use the Swimming Pool and Gymnasium Areas only during the hours nominated by the Building Manager or Committee and must accompany their guests at all times.
- (d) The Pool and Gym Users must:
 - (i) ensure that an adult exercising effective control accompanies children under 12 who are in the care of the Pool and Gym Users when the children use or are in the Swimming Pool and Gymnasium Areas;
 - (ii) be adequately clothed when using the Swimming Pool and Gymnasium Areas; and
 - (iii) leave gym equipment in a clean and hygienic condition after they use it.
- (e) The Pool and Gym Users must not, and must ensure that their visitors do not:
 - (i) bring glass (eg drinking glasses) or sharp objects into the Swimming Pool and Gymnasium Areas;
 - (ii) do anything that might be dangerous in the Swimming Pool and Gymnasium Areas;
 - (iii) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Swimming Pool and Gymnasium Areas by other Pool and Gym Users;
 - (iv) bring food or drink into the Swimming Pool and Gymnasium Areas without consent from the Building Manager or Committee (except for non-alcoholic drinks in plastic containers);
 - (v) hold parties or other functions (eg swimming classes or exercise classes) in the Swimming Pool and Gymnasium Areas without consent from the Building Manager or Committee; or

SP72445

- (vi) interfere with, operate or adjust pumps or other equipment servicing the Swimming Pool and Gymnasium Areas.

15. Recreation and Garden Areas

- (a) Use of the Recreation and Garden Areas are available for the exclusive use of Residential Lot Owners, Retail Lot Owners and Occupiers and their accompanied guests (**Garden Users**), at the times and on the conditions for use prescribed by the Building Manager as approved by the Committee.
- (b) Subject to this clause, the Garden Users may use the Recreation and Garden Areas only during the hours nominated by the Building Manager or Committee and must accompany their guests at all times.
- (c) The Garden Users must:
 - (i) ensure that an adult exercising effective control accompanies children under 12 who are in the care of the Garden Users when the children use or are in the Recreation and Garden Areas; and
 - (ii) be adequately clothed when using the Recreation and Garden Areas; and
- (d) The Garden Users must not, and must ensure that their visitors do not:
 - (i) bring glass (eg drinking glasses) or sharp objects into the Recreation and Garden Areas;
 - (ii) do anything that might be dangerous in the Recreation and Garden Areas;
 - (iii) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Recreation and Garden Areas by other Garden Users or Occupiers;
 - (iv) bring food or drink into the Recreation and Garden Areas without consent from the Building Manager or Committee (except for non-alcoholic drinks in plastic containers);
 - (v) conduct any sport or games or hold parties, or other functions in the Recreation and Garden Areas without consent from the Building Manager or Committee; or
 - (vi) interfere with, operate or adjust pumps or other equipment serving the Recreation and Garden Areas.

SP72445

16. Garbage Facilities/waste areas

16.1 Overall responsibility

The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from Proximity. Each Member has obligations in relation to the storage and disposal of waste from their Stratum Lot or Stratum Scheme.

16.2 Shared Facilities

The Garbage Facilities are Shared Facilities.

16.3 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers must deliver their garbage and recyclable materials to the Garbage Facilities and store it in the Garbage Area allocated for their use by the Committee, if any.

16.4 How to dispose of garbage

Owners and Occupiers must:

- (a) drain and securely wrap household garbage before placing it in a garbage chute in the Building;
- (b) leave other garbage and recyclable materials in the part of the Garbage Area designated by the Committee for that purpose;
- (c) recycle garbage according to instructions from the Committee and Council;
- (d) drain and clean bottles and make sure they are not broken before you place them in the Garbage Areas; and
- (e) contact the Building Manager to remove (at the cost of the relevant Member, Owner or Occupier) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

16.5 Rules for using garbage chutes

Owners and Occupiers must not put:

- (a) bottles or glass in a garbage chute;
- (b) liquids in a garbage chute;
- (c) items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) boxes or large items in a garbage chute that might block it.

SP72445

16.6 Maintaining Garbage Facilities

The Committee must, at the cost of Members:

- (a) regularly clean, maintain, repair and where necessary, replace the Garbage Facilities;
- (b) make available for collection by Council household garbage and recyclable materials placed in the Garbage Areas; and
- (c) arrange for the removal from the Garbage Areas of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Manager, Owner or Occupier).

17. Using the Loading Dock

17.1 Shared Facility

The Loading Dock is a Shared Facility.

17.2 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers must:

- (a) keep the Loading Dock clean and tidy and in good condition;
- (b) ensure that no garbage, recyclable materials or other items are stored in the Loading Dock;
- (c) comply with any rules implemented by the Committee regarding the Loading Dock;
- (d) comply with any standing approvals regarding the use of the Loading Dock; and
- (e) ensure that they do not unnecessarily disturb other Members, Owners and Occupiers when using the Loading Dock.

18. Power to make rules

18.1 Committee to make rules

The Committee has the power to make rules regarding the use of the Loading Dock by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with the Rules.

18.2 Inconsistencies

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

SP72445

19. Provision of services

19.1 What are the powers of the Committee?

Subject to sub-clause 19.2, the Committee has the power to supply the following services to Members, Owners and Occupiers:

- (a) electricity supply;
- (b) gas supply;
- (c) water supply; and
- (d) any other supply or service.

19.2 When can the Committee supply services?

The Committee has the power to supply the services referred to in clause 19.1 to Members, Owners or Occupiers if:

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

19.3 Power to enter into contracts

The Committee has the power to enter into contracts and agreements with the providers of services.

19.4 Disconnecting a service

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

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

SP72445

19.5 Matters the Committee must take into account

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

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

20. Stormwater detention system

20.1 Council requirement

The development application consent 325/04 determined by Council on 15 December 2003 requires the construction and maintenance of a stormwater retention/detention facility at Proximity (Stormwater Detention System).

20.2 Maintenance

The Stormwater Detention System is a Shared Facility. The Members are responsible for and must arrange for the maintenance, repair and replacement of the Stormwater Detention Facility so as to ensure that it is at all times in effective working order and condition.

21. Using approved contractors

21.1 Overview

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

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

21.2 Obligations of Committee

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

SP72445

21.3 Obligations of Members, Owners and Occupiers

Member, Owners and Occupiers must only use approved contractors approved by the Committee for all work described in this clause.

22. Damage to Shared Facilities

Members, Owners and Occupiers must:

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

23. Restricting access to Shared Facilities

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

24. Access to Proximity

24.1 Access control

The Members, Owners and Occupiers acknowledge that boomgates, electronic or other security devices and access controls in the carpark and foyers to Residential Buildings A, B, D and E are a Shared Facility.

24.2 Obligations of the Committee

The Committee will or will direct the Building Manager to provide security keys and access control devices that enable the Members, Owners and Occupiers to access their respective car spaces and lots at all times.

24.3 Members, Owners and Occupiers rights and obligations

Members, Owners and Occupiers must:

- (a) take all reasonable steps not to lose security keys and access control devices;
- (b) return security keys and access control devices to the Committee if they are not needed;
- (c) notify the Building Manager immediately if a security key or access control device is lost; and

SP72445

- (d) comply with the reasonable instructions of the Building Manager or Committee about security keys and, in particular, about re-coding and returning security keys and access control devices.

Members, Owners and Occupiers must not:

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

24.4 Who owns security keys?

Security keys and access control devices belong to the Committee.

24.5 Managing the security key system

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

25. Visitor Parking

25.1 Visitor Parking is a Shared Facility

- (a) The Members, Owners and Occupiers acknowledge that the Visitor Parking is a Shared Facility.
- (b) The Visitor Parking designated "SV1-SV34" on the plan may be used by visitors of all Members.
- (c) The Visitor Parking designated "RV1-RV41" on the plan may only be used by visitors to Residential Lots.
- (d) The Committee may make Rules about the Visitor Parking including how and when the Visitor Parking may be used.
- (e) Members, Owners and Occupiers:
 - (i) may only use the Visitor Parking spaces to allow their visitors to park their vehicles on the Visitor Parking spaces on a temporary basis;
 - (ii) must comply with any Rules made by the Committee and directions made by the Building Manager.

SP72445

26. Restriction on Works

26.1 Member must not carry out Works

A Member must not carry out Works at Proximity unless:

- (a) the Works have been approved by the Committee under this part; and
- (b) all necessary approvals are obtained by Government Agencies.

26.2 Carrying out Works

All Works must be done strictly in accordance with:

- (a) any approvals for those Works given by the Committee and Government Agencies according to this Statement; and
- (b) all laws (including all environmental laws).

26.3 When to apply for government authority approval

A Member must not apply for Government Authority approval to carry out Works until the Member has obtained Committee approval.

26.4 Committee Members must apply to Committee to carry out Works

If a Member proposes to carry out any Works the Member must:

- (a) lodge an application with the Committee that complies with clause 26.5 and obtain the Committee's approval for the application before it commences any Works; and
- (b) comply with the reasonable requirements of the Committee in carrying out the Works.

26.5 Applications

Applications for Committee approval must be:

- (a) submitted by the Member or the Member's nominee or agent in writing;
- (b) submitted to the address for service of the Committee, which is the secretary's address; and
- (c) accompanied by 2 copies of, if applicable:
 - (i) building plans (including elevations and cross sections) and specifications relevant to the Works;
 - (ii) the descriptions and samples of exterior materials and colours and external light fittings if they are available;

SP72445

- (iii) a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
- (iv) a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Proximity.

26.6 Minimum requirements for Works

The Works must not:

- (a) adversely affect Proximity;
- (b) at any time, affect the quiet enjoyment of the Owner and Occupiers of the other Stratum Lots; and
- (c) result in an increase in the amount paid by the other Members with respect to Shared Facilities.

26.7 Additional information

The Committee may require an applicant Member to give additional information to clarify details in the application or the criteria that the Committee must assess when it considers the application. The Committee must make a request for additional information within 10 business days of receiving the application. The applicant Member must supply the additional information as soon as reasonably possible.

27. Committee approvals

27.1 Committee approval

After the Committee has considered an application it must give the applicant Member written notice approving the application (conditionally or unconditionally) or rejecting the application. The Committee must give the notice:

- (a) if the Committee does not require further information about an application, within 20 business days of receiving the application; and
- (b) if the Committee does require further information, within 10 business days after it receives the additional information.

27.2 Mandatory conditions

All applications that are approved by the Committee are subject to the following conditions:

- (a) The applicant Member must pay promptly all costs, charges and expenses in connection with the Works;
- (b) The applicant Member must ensure that the Works are done:
 - (i) in a proper and workmanlike manner;

SP72445

- (ii) with good construction practices, techniques and use of good quality materials;
- (iii) by skilled, qualified and licensed contractors, where appropriate; and
- (iv) in accordance with the approval of the Committee;
- (c) The applicant Member must use all reasonable endeavours to ensure that as little disruption as possible is caused to other Members, Owners and Occupiers; and
- (d) The applicant Member must provide 'as built plans' to the Committee at completion of the Works.

27.3 Other conditions

Conditions imposed by the Committee may include, but are not limited to:

- (a) submission of any additional plans and specifications or such other information as required by the Committee;
- (b) changes being made to any of the items or information included in the application;
- (c) maintaining and ensuring that the applicant Member's contractors maintain:
 - (i) the insurance required by law in respect of all persons employed in connection with the Works;
 - (ii) policies for public liability insurance, professional indemnity insurance and contractors' all risk insurance with respect to the Works,noting the interests of the Members in the policies.
- (d) compliance with all laws and requirements of Government Agencies;
- (e) approving contractors for work carried out to Shared Facilities;
- (f) payment of any costs associated with altering or amending the Shared Facilities; and
- (g) relevant indemnities for public liability.

27.4 Confirmation of approval

All approvals must be signed by the secretary or, in their absence, the chairperson of the Committee.

27.5 Expiry of approval

A Committee approval expires when any relevant Government Agency approval expires, or, if there are no other expiry dates, two years from the date of the Committee approval.

SP72445

27.6 Changes

If an applicant Member:

- (a) has obtained a Committee approval; and
- (b) obtains all necessary approvals from relevant government agencies; and
- (c) the Works have changed since the Committee approval was obtained because of the requirements of the relevant Government Agency or construction contingency,

the applicant Member must submit to the Committee, at the address for service of the Committee, which is the secretary's address, two copies of all necessary plans and sufficient information that shows or describes the extent of the changes.

27.7 Non-substantial changes

If the change is not a substantial change, the information is submitted to the Committee for information only.

27.8 Substantial changes

If the change is a substantial change, the Committee may modify its original approval by giving a modified approval within 10 business days after receipt of the information set out in clause 26.6 from the applicant Member.

27.9 Committee must act reasonably

The Committee cannot unreasonably withhold its consent to an application or impose conditions on an approval that are not relevant and reasonable in the circumstances.

27.10 Inspection and compliance

This is the procedure for the inspection of Works when they are complete:

- (a) the applicant Member must notify the Committee that the Works are complete and, with the notice, give the Committee plans of the Works (if relevant);
- (b) within 5 business days of receiving the notice the Committee may inspect the Works;
- (c) subject to clause 27.11, if the Committee considers that the Works have not been completed in accordance with the Committee approval, the Committee must notify the applicant Member in writing of the non-compliance, specifying the particulars of non-compliance, within 10 business days after the inspection;
- (d) if the Committee does not inspect the Works or does not notify the applicant Member of any non-compliance within 10 business days after the inspection, the Committee is deemed to have approved the Works as completed; and

SP72445

- (e) the applicant Member must remedy the non-compliance within 30 days after receiving the notice from the Committee, and then the notice and inspection procedure described in this clause applies again.

27.11 Notice of non-compliance

The Committee may only serve a notice of non-compliance under clause 26.10 if the non-compliance has resulted in a material adverse impact on the appearance or structural integrity of Proximity or the Shared Facilities.

28. Further strata management statements

28.1 What a Member must do if it proposes to subdivide its Stratum Lot by a Strata Plan

If a Member proposes to subdivide its Stratum Lot by registration of a Strata Plan, the Member must:

- (a) use its reasonable endeavours to obtain an exemption from the Registrar under the Act to the lodgement of a strata management statement with the proposed Strata Plan on the basis that a strata management statement is already in force with respect to Proximity; and
- (b) if the Member does not obtain an exemption from the Registrar under the previous subclause, register a short form strata management statement that refers to this Statement as the operative document; and
- (c) pay all costs associated with the preparation and lodgement of the necessary documents, including the short form strata management statement.

28.2 What is a short form strata management statement?

A short form strata management statement is a document registered with the proposed Strata Plan that:

- (a) complies with the SSFD Act;
- (b) refers to this Statement as the operative document; and
- (c) has force and effect as if the initial registered strata management statement is set out in full in the short form strata management statement.

28.3 Endorsement of consent

Members, Owners and Occupiers with interests registered on the title for any Stratum Lot must:

- (a) give their consent to a strata management statement that complies with this clause 28; and
- (b) do all things reasonably necessary to ensure that the Member can lodge the Strata Plan and the strata management statement (if applicable) for registration, including signing documents and producing certificates of title.

SP72445

29. Definitions and interpretation

29.1 Definitions

In this Statement, unless a contrary intention appears the following applies:

Act means either the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes Management Act 1996 as appropriate;

Building means the building contained within and on the land comprised in deposited plan 1066102;

business day means any day that is not a Saturday or Sunday or gazetted public holiday;

Building Manager is the person for the time being appointed by the Committee under clause 7.2;

Committee means the building management Committee established under clause 2.1 as required by the Act;

Default Rate means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or such rate as set by the Commonwealth Bank of Australia in place of that rate;

Easements means the easements benefiting or burdening any lot of which a Member is the owner;

Garbage Areas means the garbage waste rooms and recycling waste rooms located in Residential Building A (at street level), Residential Building B (at upper basement level) and Residential Building E (at upper basement level) which are Shared Facilities;

Garbage Facilities means the Garbage Areas and all garbage and recycling bins and compaction machines and equipment installed or used at Proximity necessary for the efficient, clean and hygienic handling, storage and disposal and recycling of garbage and waste generated from the Buildings;

Government Agency means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance;

Loading Dock means the loading dock located in Residential Building A at ground level and accessed from Magdalene Terrace, (formerly Lusty Street);

SP72445

Member means each of the Residential Owners Corporations, Retail Owners Corporations and a registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme as appropriate;

Member in Default means a Member which fails or has failed to comply with its obligations as prescribed under clause 9.8 and who will have no voting rights at meetings of the Committee unless it has satisfied those obligations before the date of notice for such a meeting;

Ordinary Resolution means a resolution of the Committee that is passed at a properly convened meeting by simple majority of votes cast by the Member's representatives who attend the meeting and who are entitled to vote;

Occupiers means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate;

Owner means an owner of a Strata Lot;

Owners Corporation includes the Residential Owners Corporation and the Retail Owners Corporation;

Proximity means the land comprised in deposited plan 1066102 and the Buildings;

Recreation and Garden Areas means the outdoor recreation and garden areas located at podium and ground levels of Residential Building B, Residential Building D and Residential Building E forming part of common property in the Strata Plans for those components of Proximity which are a Shared Facility;

Residential Building A means that portion of the Building located within Lot 4 DP1066102;

Residential Building B means that portion of the Building located in Lot 2 DP1066102;

Residential Building D means that portion of the Building located in Lot 5 DP1066102;

Residential Building E means that portion of the Building located in Lot 1 DP1066102;

Residential Lot means a lot created when a Residential Stratum Lot is subdivided by a Strata Plan;

Residential Owners Corporation means the strata owners corporation created on registration of a Strata Scheme for a Residential Stratum Lot;

Residential Stratum Lot means the Stratum Lot created on subdivision of the Land in respect of:

- (a) Residential Building A being strata plan SP 72445;
- (b) Residential Building B being strata plan SP 72442;
- (c) Residential Building D being strata plan SP 72444;

SP72445

(d) Residential Building B being strata plan SP 72443;

as the context requires.

Retail Building means that portion of the Building located within the Retail Stratum Lot (and referred to as "R" in Schedules 1 and 2);

Retail Lot means a lot created when the Retail Stratum Lot or any part of it is subdivided by a Strata Plan;

Retail Lot Owner means an owner of a Retail Lot;

Retail Owners Corporation means the owners corporation created on registration of a Strata Scheme for a Retail Stratum Lot;

Retail Stratum Lot means Lot 3 in DP1066102 ;

Retail Stratum Lot Owner means the owner of a Retail Stratum Lot from time to time;

Schedule means either schedule 1, 2 or 3 of this Statement as varied or amended in accordance with this Statement;

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in Schedule 2;

Shared Costs means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Committee pursuant to clause 9 including but not limited to;

- (a) operation, maintenance and repair costs;
- (b) renewal, renovation and replacement costs;
- (c) insurances;
- (d) fees payable to the Strata Manager or Building Manager; and
- (e) all other amounts determined by the Committee to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are used by two or more Members or Owners;

Shared Facility Member means a Member who is required to maintain, repair, or replace services, facilities, machinery and equipment pursuant to the SSM Act that form the Shared Facilities;

Special Resolution means a resolution of the Committee that is passed at a properly convened meeting against which not more than one quarter of Member's representatives attending are entitled to vote are cast;

SSM Act means the Strata Schemes Management Act 1996 and Regulations;

SP72445

SSFD Act means the Strata Schemes (Freehold Development) Act 1973 and Regulations;

Statement means this strata management statement;

Strata Lot means a lot in a Strata Scheme;

Strata Manager means the strata managing agent for the time being appointed by the Committee under clause 7.1;

Strata Plan means a plan which according to the SSFD Act subdivides a Stratum Lot to create a Strata Scheme;

Strata Scheme means a strata scheme created when a Stratum Lot is subdivided by a Strata Plan;

Stratum Lot means either a current lot, as that term is defined in the SSFD Act, which is limited in height or depth or both but does not include parcel comprising a Strata Scheme;

Swimming Pool and Gymnasium Areas means the swimming pool and gymnasium areas, toilets and associated plant and equipment located on the Podium level of the Building forming part of common property in the Strata Plan for Residential Building E which are a Shared Facility;

Unanimous Resolution means a resolution of the Committee that is passed at a properly convened meeting in favour of which all votes cast by Member's representatives who attend the meeting and who are entitled to vote;

Visitor Parking means the carparking spaces reserved for visitor parking set out in the plan attached to this Statement as Annexure A.

Works means:

- (a) all building and landscaping works that affect the exterior appearance of Proximity;
- (b) the installation of signage;
- (c) any building works that may affect the structural integrity of another Stratum Lot; and
- (d) any building works that affect the Shared Facilities.

29.2 Interpretation

In this Statement, unless the contrary intention appears the following applies.

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;

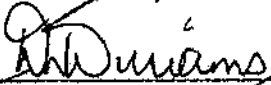
SP72445


- (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
 - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
 - (vi) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes.
- (b) Headings are for convenience only and do not affect the interpretation or form part of this Statement.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- (f) As far as possible all provisions of this Statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
- (i) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
 - (ii) If any provision or part of this Statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this Statement will not be affected or impaired.

SP72445

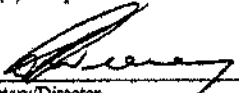
Executed as a deed

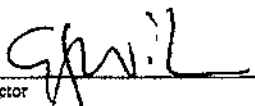
Executed for and on behalf of **Percheron Holdings Pty Limited** in accordance with s127(1) Corporations Act in the presence of:


Secretary/Director
David Lewis Williams
Print name

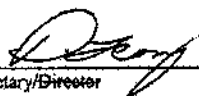

Director
H.C. Solomon
Print name
ACN 082 729 520

Executed for and on behalf of **Archliffe Development Pty Limited** in accordance with s127(1) Corporations Act in the presence of:


Secretary/Director
DAVID JOHN SWEENEY
Print name


Director
Graeme Wilson
Print name
ACN 094 728 971

Executed for and on behalf of **Macquarie Australia Management Services Pty Ltd** in accordance with s127(1) Corporations Act in the presence of:


Secretary/Director
Dennis Leong
Print name




Director
Graeme Wilson
Print name
Director

THE COMMON SEAL OF MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION.

RECEIVED 13.5.2004

SP72445

Schedule 1 - List of Shared Facilities

- A = Residential Building A - Lot 4 in DP 1066102
 B = Residential Building B - Lot 2 in DP 1066102
 D = Residential Building D - Lot 5 in DP 1066102
 E = Residential Building E - Lot 1 in DP 1066102
 R = Retail Stratum Building - Lot 3 in DP 1066102

1. Fire Protection Services

Shared Facilities	Location
1.1 Sprinkler Hydrant Tank	Buildings A and B (roof plant room)
1.2 Sprinkler pumps	Buildings A and B (roof plant room)
1.3 Sprinkler pipes	Various throughout Buildings A and B
1.4 Hydrant pumps	Buildings A (level 13) and B (level 14)
1.5 Hydrant pipes and hose reels	Buildings A and B and car park of all Buildings
1.6 Fire control room, emergency warning and intercommunication system	Buildings A, B, D, E and R
1.7 Emergency exit lighting	Buildings A, B, D and E and common areas of all Buildings
1.8 Fire doors, dampers and shutters	Buildings A, B, D, E and R
1.9 Portable fire extinguishers	Buildings A, B, D, E and R
1.10 Fire alarm monitoring	Buildings A, B, D, E and R
1.11 AS1668 controls and compliance	Buildings A, B, D, E and R

SP72445

2. Hydraulic Services

Shared Facilities	Location
2.1 Cold water storage tank	Building A level 13 Building B level 14
2.2 Cold water reticulation general throughout all Buildings	Throughout all Buildings and their car parks

3. Gas Supply

Shared Facilities	Location
3.1 Gas meter room and gas reticulation	Various throughout Buildings A, B, D and R
3.2 Boiler rooms	Various throughout Buildings A, B, D and E

4. Air Conditioning

Shared Facilities	Location
4.1 Mechanical smoke exhaust system	Buildings A and B
4.2 FIB air supply fan	Buildings A and B
4.3 Water meter room and MDF room supply fans	Basement
4.4 Loading docks/carpark supply fan, exhaust and smoke fan	Basement B1
4.5 Stair pressurisation systems	Buildings A and B
4.6 Retail kitchen exhaust	Buildings A and R

SP72445

5. Electrical Services

Shared Facilities	Location
5.1 External lighting and power	Various on Building exterior
5.2 Main switchboard	Building B basement B1
5.3 Electrical substation room	Building B basement B1
5.4 Electrical supply to common areas	Common areas of all Buildings

6. Security/Telecommunications

Shared Facilities	Location
6.1 Security monitoring equipment and carpark and building access control system	Building B basement B1 for carpark access and at entry points to Residential Buildings in Proximity.
6.2 Main distribution frame	Building E basement B1
6.3 MATV system	Various throughout Buildings A, B, D and E

7. Carparking

Shared Facilities	Location
7.1 Carwash Bay	Building E basement B2
7.2 Visitor Parking (see plan attached as annexure A)	Basement B1 and B2

8. Building Maintenance Units

Shared Facilities	Location
8.1 Rope access points	Various on all Buildings

SP72445

9. Swimming Pool and Gymnasium Areas

Shared Facilities	Location
9.1 Swimming pool and gymnasium areas, private recreation areas, barbecue, sauna and cleaning	Podium level

10. Recreation

Shared Facilities	Location
10.1 Common Recreation and Garden Areas	Podium and ground level external Garden Areas

11. Garbage Facilities /Waste

Shared Facilities	Location
11.1 Garbage Facilities, including Garbage Areas, garbage bins, compactors and equipment	Basement B1 under Buildings A, B and E

12. Stormwater

Shared Facilities	Location
12.1 Stormwater detention and rainwater harvesting tank and equipment	Basement B2 under Building B

13. Insurances

Shared Facilities	Location
13.1 Insurance costs	Not applicable

SP72445

14. Building Manager

Shared Facilities	Location
14.1 Building Manager	Not applicable

15. Strata Manager

Shared Facilities	Location
15.1 Strata Manager	Not applicable

16. Lifts

Shared Facilities	Location
16.1 Lifts 7 & 8	Basement level to Podium (disability lifts)
16.2 Lifts 1 & 2	Residential Building A
16.3 Lifts 3-6	Residential Building B

17. Water

Shared Facilities	Location
17.1 Landscaping water supply system	Basement

18. Cleaning

Shared Facilities	Location
Cleaning	Podium, car park, common toilets, and Garden Areas

SP72445

Schedule 2 - Shared costs for Shared Facilities

- A = Residential Building A - Lot 4 in DP 1066102
 B = Residential Building B - Lot 2 in DP 1066102
 D = Residential Building D - Lot 5 in DP 1066102
 E = Residential Building E - Lot 1 in DP 1066102
 R = Retail Stratum Building - Lot 3 in DP 1066102

The percentages in this Schedule 2 are the proportions of the total cost due and payable by each Member (Shared Cost).

1. Fire Protection Services

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
1.1 Sprinkler Hydrant Tank	48	40	4	3	5	2
1.2 Sprinkler pumps	48	40	4	3	5	2
1.3 Sprinkler pipes	48	40	4	3	5	2
1.4 Hydrant pumps	48	40	4	3	5	2
1.5 Hydrant pipes and hose reels	48	40	4	3	5	2
1.6 Fire control room, emergency warning and intercom system	48	40	4	3	5	2
1.7 Emergency exit lighting	48	40	4	3	5	2
1.8 Fire doors, dampers and shutters	39	34	13	9	5	8
1.9 Portable fire extinguishers	39	34	13	9	5	8
1.10 Fire alarm monitoring	48	40	4	3	5	2
1.11 ASI668 controls and compliance	48	40	4	3	5	2

SP72445

2. Hydraulic Services

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
2.1 Cold water storage tank Building A	100	-	-	-	-	15
Building B		100				
2.2 Cold water reticulation general throughout all Buildings	39	34	13	9	5	8

3. Gas Supply

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
3.1 Gas meter room and gas reticulation	39	34	13	9	5	8
3.2 Boiler rooms	100	100	100	100	0	15

4. Air Conditioning

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
4.1 Mechanical smoke exhaust system	39	29	11	8	13	4
4.2 FIB air supply fan	39	34	13	9	5	8
4.3 Water meter room and MDF room supply fans	39	34	13	9	5	8
4.4 Loading docks car park supply fan, exhaust and smoke fan	39	29	11	8	13	4
4.5 Stair pressurisation system	48	40	4	3	5	2
4.6 Retail kitchen exhaust	-	-	-	-	100	15

SP72445

5. Electrical Services

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
5.1 External lighting and power	39	34	13	9	5	8
5.2 Main switchboard	39	34	13	9	5	8
5.3 Electrical substation room	39	34	13	9	5	8
5.4 Electricity supply to common areas	39	34	13	9	5	8

6. Security/Telecommunications

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
6.1 Security monitoring equipment and carpark and Building access control system	39	34	15	9	5	8
6.2 Main distribution frame	39	34	15	9	5	8
6.3 MATV system	41	35	14	10	-	5

7. Carparking

Shared Facility	A	B	C	D	R	Method of allocation (See Schedule 3)
7.1 Carwash Bay	39	29	11	8	13	4
7.2 Visitor Parking (see plan attached as annexure A)	39	29	11	8	13	4

SP72445

8. Building Maintenance Units

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
8.1 Rope access points	100	100	100	100	-	15

9. Swimming Pool and Gymnasium Areas

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
9.1 Swimming pool and gymnasium areas, private recreation areas, barbecue, sauna and cleaning.	41	36	14	9	-	10

10. Recreation

Shared Facility	A	B	C	D	R	Method of allocation (See Schedule 3)
10.1 Common recreation and Garden Areas	39	34	13	9	5	8

11. Garbage Facilities/Waste

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
11.1 Garbage rooms, compactors and equipment	39	34	13	9	5	8

SP72445

12. Stormwater

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
12.1 Stormwater detention and harvesting tank and equipment	39	34	13	9	5	8

13. Insurances

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
13.1 Insurance costs	44	31	11.	8	6	13

14. Building Manager

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
14.1 Building Manager	39	34	13	9	5	8

15. Strata Manager

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
15.1 Strata Manager	39	34	13	9	5	8

16. Lifts

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
16.1 Lifts	39	34	13	9	5	8

SP72445

17. Water

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
17.1 Landscaping water supply system	39	34	13	9	5	8

18. Cleaning

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
18.1 Cleaning	39	34	13	9	5	8

SP72445

Schedule 3 - Methods of allocation

1.	As per separate meter readings where separately metered. If not metered, the estimated proportion of the use and benefit of the Shared Facility by each Member.																
2.	The relative proportion of the total number of sprinkler heads in the Stratum Lot relative to all sprinkler heads in all Stratum Lots.																
3.	The relative proportion of the total number of water closets in the Stratum Lot.																
4.	The proportion of the number of car spaces in the Stratum Lot relative to all car parks in all Stratum Lots.																
5.	The estimated proportion of the use and benefit of the Shared Facility by each Member.																
6.	The relative value of the Stratum Lot.																
7.	The proportion of the total number of Residential Lots in the relevant Residential Building relative to all Residential Lots in the Residential Buildings having the benefit of the Shared Facility.																
8.	The proportion of the areas of Lots for Residential Buildings A, B, D and E and Retail Lot (as the context requires), relative to the aggregate of the areas of the Residential Lots in all Residential Buildings and the Retail Lot.																
9.	Cold water meters for individual Stratum Lots.																
10.	<p>The proportion of the area of the Residential Lots in the Residential Buildings A, B, D and E (as the context requires) relative to the aggregate of the areas of the Residential Lots in all the Residential Buildings.</p> <table><tr><td>ie</td><td>A</td><td>12,251m²</td><td>41%</td></tr><tr><td></td><td>B</td><td>10,770m²</td><td>36%</td></tr><tr><td></td><td>E</td><td>4,059m²</td><td>14%</td></tr><tr><td></td><td>A</td><td>2,702m²</td><td>9%</td></tr></table>	ie	A	12,251m ²	41%		B	10,770m ²	36%		E	4,059m ²	14%		A	2,702m ²	9%
ie	A	12,251m ²	41%														
	B	10,770m ²	36%														
	E	4,059m ²	14%														
	A	2,702m ²	9%														

SP72445

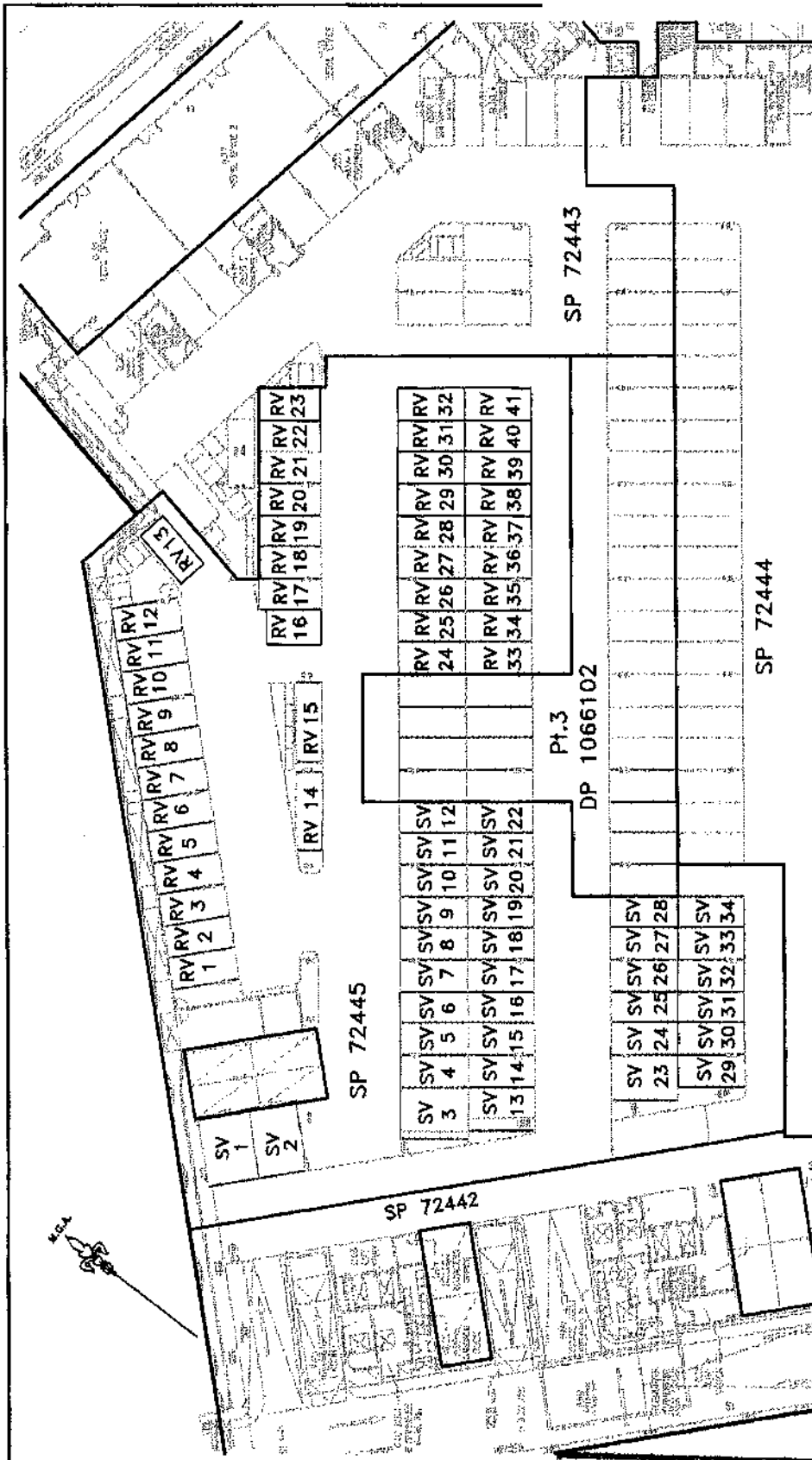
11.	Apportion equally amongst Stratum Lots that use the Shared Facility. A 20% B 20% D 20% E 20% R 20%																
12.	Apportioned in accordance with usage for garbage rooms 1, 2, 3 and 4 as per the following. <div style="text-align: right;"><u>Use</u></div> <table><tr><td>Garbage room</td><td>1</td><td>(under Building E)</td><td>D and E and R</td></tr><tr><td></td><td>2</td><td>(under Building A)</td><td>A</td></tr><tr><td></td><td>3</td><td>(under Building B)</td><td>B</td></tr><tr><td></td><td>4</td><td>(under Building B)</td><td>B</td></tr></table> Same apportionment as method 9.	Garbage room	1	(under Building E)	D and E and R		2	(under Building A)	A		3	(under Building B)	B		4	(under Building B)	B
Garbage room	1	(under Building E)	D and E and R														
	2	(under Building A)	A														
	3	(under Building B)	B														
	4	(under Building B)	B														
13.	Relative replacement cost of Residential Buildings A, B, D and E and Retail Building. A 44% B 31% D 11% E 8% R 6%																
14.	A proportion of the number of lift floors (ie no. lifts x no. floors) used by each Residential Building A, B, D and E and Retail Stratum relative to the aggregate of all lift floors in the Building. A 38.95% B 34.24% D 12.90% E 8.59% R 5.32%																
15.	Each Building to pay for its own cost of operation repair, maintenance and replacement of all the Shared Facility servicing that Stratum Lot exclusively.																

SP72445

Annexure A

Visitor Parking plan

SP72445



PLAN SHOWING VISITOR VEHICLE PARKING
 SPACES ON THE UPPER CAR PARKING LEVEL AT
 "PROXIMITY" 35 ARNCIFFE STREET,
 WOLLU CREEK

Drawn	Surveyor	RS	Delum	AHD	Date	30.3.2004
Reduction	Ratio	Size	Drawing	Name	Sheet	of
1:400	A4	29527852				

FRANK M MASON & CO. PTY LTD
 LAND AND ENGINEERING SURVEYORS
 CONSULTANTS IN LAND DEVELOPMENT

FMM

P.O. Box 56, MILSONS POINT NSW 1565
 2 Winslow Street
 Tel 02 9929 6233
 Fax 02 9929 7727
 Email: frmmason@bigpond.net.au

- NOTES:
- SV1-SV34 DENOTES VISITOR CARSPACE IS A SHARED FACILITY BETWEEN RETAIL & RESIDENTIAL STRATUM LOTS.
 - RV1-RV41 DENOTES VISITOR CARSPACE IS A SHARED FACILITY BETWEEN RESIDENTIAL STRATUM LOTS ONLY.

