

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Macro Property Australia 203/451 Pitt Street, Sydney NSW 2000	Phone: 0416 228 108 Fax: Email:
co-agent vendor	Lixia Wei	
vendor's solicitor	BWT Legal Pty Ltd P O Box 138, Parramatta NSW 2124	Phone: 02 9806 0000 Fax: Email: bwtlegal@westnet.com.au Ref:
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15) 1803 /718 GEORGE ST HAYMARKET NSW 2000 Lot 169 SP 84868	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: 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"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Dryer
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Email: Ref:
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

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

Choices

Vendor agrees to accept a **deposit-bond** ☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4): _____

Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Statewide Management Pty Ltd

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose.
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

1803 / 1718 GEORGE ST HAYMARKET NSW 2000

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND
BETWEEN Lixia Wei (HEREIN CALLED "THE VENDOR")
AND
(HEREIN CALLED THE "PURCHASER")
IN RESPECT TO PROPERTY 1803 /718 GEORGE ST HAYMARKET NSW 2000

32. Notwithstanding any other provision in this Contract the Purchaser and the Vendor acknowledge that:-
- (a) Either party hereto may upon the expiration of the time for completion specified in this Contract issue a Notice to Complete making the time for completion in accordance with such notice of the essence of this Contract; and
 - (b) A period of fourteen (14) days following the date of service of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice.
33. In the event that this Agreement for any reason other than default or delay by the Vendor is not completed within the time prescribed then the Purchaser will thereafter and pending completion pay to the Vendor on completion interest on the balance of the purchase price at the rate of ten (10%) per centum per annum, plus an additional sum of \$330.00 (includes GST) for the Vendor's additional legal costs in the event a Notice to Complete is issued. The obligation to pay interest is an essential term of this Agreement and the Vendor is under no obligation to complete this Agreement unless the interest provided for in this Special Condition has been paid.
34. Without in any manner limiting, negating or restricting any rights or remedies which would have been available to the Vendors at law or in equity had this clause not been included herein should either party prior to completion:
- (a) die or become mentally ill, or
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into provisional liquidation or liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme or arrangement with its creditors or should any Liquidator, Receiver or Official Manager be appointed,
- then either party shall be at liberty at any time thereafter to rescind this Contract by written notice to the other party's solicitor whereupon the provisions of clause 19 hereof shall apply.
35. The Purchaser warrants that he has not been introduced to the Vendor or the subject property by any Real Estate Agent or any person for or on behalf of a Real Estate Agent (other than the Real Estate Agent referred to in this Contract for Sale) AND the Purchaser indemnifies the Vendor against any claim for commission which may be made by any other agent as a result of any such introduction, together with any costs and expenses which may be incurred by the Vendor in dealing with such claim. The benefit of this clause shall not merge on completion but shall endure thereafter for the benefit of the Vendor.
36. In this Agreement the 2022 Edition of the Contract for Sale of Land is varied as follows:
- (a) In clause 7.1.1 - delete "5%" and insert in lieu thereof "\$500.00".
 - (b) In clause 7.2.1 - delete "10%" and insert in lieu thereof "1%".
 - (c) In clause 9.1 - add the words "including the right to sue the Purchaser for the unpaid balance of deposit as a separate claim to 9.3".
 - (d) Clauses 23.13 & 23.14 are deleted. The purchaser is to obtain the Section 184 Strata Certificate from the Owners Corporation.

37. The purchaser acknowledges having inspected the property and the improvements erected on it and that, in entering into this agreement the purchaser has not relied on any statement, representation or warranty by or on behalf of the vendor other than those put in this agreement, and the purchaser accepts the property and improvements in its and their present state and condition and will make no objection, requisition or claim for compensation, or claim any right to rescind or terminate, in respect of those matters or in respect of any defects either latent or patent.
38. The Purchaser must satisfy itself, and on entering into this Contract will be deemed to have satisfied itself, as to whether the provisions of the Local Government Act 1993 and the Regulation and Ordinances thereunder have been complied with, and whether there are any irregularities as defined by the provisions of the Local Government Act 1919/93 or the Environment Planning Assessment Act 1979 or any Ordinance or Regulation made thereunder. The purchaser agrees that it will make no objection, requisition or claim for compensation, or claim any right to rescind or terminate with respect to the matters set out in this clause.
39. Despite any other provisions of this agreement, if
 - (a) the deposit agreed to be paid or actually paid by the Purchaser is less than ten per cent (10%) of the purchase price, and
 - (b) the Vendor becomes entitled to forfeit the deposit actually paid,

the Purchaser will immediately upon demand pay to the Vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid to the extend that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default.
40. The Purchaser authorises the agent to forthwith release all or part of the deposit moneys to the Vendor strictly subject to the following conditions:
 - (a) the released moneys can only be used by the Vendor as or towards a deposit, stamp duty or purchase price on the purchase of another property;
41. In the event that the Purchaser is a Company as an inducement to the Vendor to enter into this agreement the Purchaser will procure the personal guarantees of all Directors to the performance of the Purchaser's obligations under this agreement. The Vendor in consideration of the guarantees provided agrees to enter into this agreement with the Purchaser.
42. Each party authorises their solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations will be binding on the party deemed to have authorised the same and any such annexure so added will form part of the Contract as if it was annexed prior to the Contract being executed.



Order number: 81866887
Your Reference: nicole wei
12/11/23 21:26



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 169/SP84868

SEARCH DATE	TIME	EDITION NO	DATE
12/11/2023	9:26 PM	5	8/9/2018

LAND

LOT 169 IN STRATA PLAN 84868
AT HAYMARKET
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

LIXIA WEI (T AM227890)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84868
- 2 SP84868 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S. 88B INSTRUMENT
- 3 SP84868 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S. 88B INSTRUMENT
- 4 AM227891 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 12/11/2023

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84868

SEARCH DATE	TIME	EDITION NO	DATE
12/11/2023	9:27 PM	5	21/9/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84868
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HAYMARKET
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST LAWRENCE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84868

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84868
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATAWIDE MANAGEMENT PTY LTD
PO BOX Q89
QUEEN VICTORIA BUILDING 1230

SECOND SCHEDULE (45 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1160285
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP84868
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP84868
- 5 EASEMENT FOR DRAINAGE WORKS AND OTHER WORKS AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285 - GOV GAZ 9-6-1972 FOL 2243
- 6 L319770 EASEMENT FOR RAILWAY TRANSIT 9.145 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285
AG59793 VARIATION OF EASEMENT L319770 SITE VARIED AS SHOWN IN PLAN WITH AG59793
- 7 AA384452 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN PLAN WITH AA384452
- 8 DP1080385 EASEMENT FOR AIR AND LIGHT 6 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 AD913683 EASEMENT FOR NOISE, VIBRATION & ELECTROLYSIS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 10 AD913683 POSITIVE COVENANT
- 11 AG33140 RESTRICTION(S) ON THE USE OF LAND

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (45 NOTIFICATIONS) (CONTINUED)

- 12 DP1163606 EASEMENT FOR STORMWATER DRAINAGE PURPOSES VARIABLE WIDTH AND LIMITED IN HEIGHT AND DEPTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285
- 13 AG143978 LEASE TO AUSGRID OF SUBSTATION NO 8970 SHOWN IN PLAN WITH AG143978 TOGETHER WITH RIGHT OF WAY SHOWN DESIGNATED (R3) & (R4) IN PLAN WITH AG143978 AND EASEMENT SHOWN DESIGNATED (E5) IN DP1161348. EXPIRES: 28/2/2061. OPTION OF RENEWAL: 25 YEARS.
- AK971351 LEASE OF LEASE AG143978 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
- AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
- AK971571 CHANGE OF NAME AFFECTING LEASE AG143978 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 14 DP1160285 RIGHT TO USE LOADING BAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1160285 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART DESIGNATED (B) IN DP1160285
- 16 DP1160285 EASEMENT FOR ACCESS VARIABLE WIDTH (B) (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1160285 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART DESIGNATED (C) IN DP1160285
- 18 DP1160285 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART DESIGNATED (D) IN DP1160285
- 19 DP1160285 EASEMENT FOR ACCESS VARIABLE WIDTH (E) (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1160285 RIGHT TO USE LIFT 2.85 METRE(S) WIDE (LIMITED IN

END OF PAGE 2 - CONTINUED OVER

PRINTED ON 12/11/2023

SECOND SCHEDULE (45 NOTIFICATIONS) (CONTINUED)

STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285

21 DP1160285 RIGHT TO USE SERVICE BAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285

22 DP1160285 RIGHT TO USE MOTORCYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285

23 DP1160285 RIGHT TO USE BICYCLE STORAGE AND FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285

24 DP1160285 EASEMENT FOR DRAINAGE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

25 DP1160285 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

26 DP1160285 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

27 DP1160285 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

28 DP1160285 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

29 DP1160285 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

30 DP1160285 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED

31 DP1160285 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

32 DP1160285 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED

33 DP1160285 RIGHT TO USE GARBAGE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

34 DP1160285 EASEMENT FOR GREASE ARRESTOR VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1160285

35 DP1160285 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT

36 DP1160285 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT

37 DP1160285 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT

38 DP1160285 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT

39 DP1160285 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT

40 DP1160285 EASEMENT TO PERMIT GUTTER OVERHANG AND DRAINAGE 0.35 METRE(S) AND VARIABLE WIDTH (LIMITED IN STRATUM)

END OF PAGE 3 - CONTINUED OVER

PRINTED ON 12/11/2023

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84868

PAGE 4

SECOND SCHEDULE (45 NOTIFICATIONS) (CONTINUED)

APPURTENANT TO THE LAND ABOVE DESCRIBED
 41 DP1160285 EASEMENT TO PERMIT WINDOW OPENINGS 0.2 METRE(S) WIDE
 (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
 DESCRIBED
 42 DP1160285 EASEMENT FOR ENCROACHING STRUCTURE AND MAINTENANCE
 0.1 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO
 THE LAND ABOVE DESCRIBED
 43 SP84868 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
 NUMBERED (3) IN THE S. 88B INSTRUMENT
 44 AS488569 CONSOLIDATION OF REGISTERED BY-LAWS
 45 AS488569 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 84868

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 355	2	- 286	3	- 254	4	- 266
5	- 251	6	- 233	7	- 333	8	- 330
9	- 367	10	- 275	11	- 355	12	- 301
13	- 292	14	- 259	15	- 266	16	- 241
17	- 225	18	- 325	19	- 335	20	- 375
21	- 280	22	- 225	23	- 369	24	- 307
25	- 298	26	- 257	27	- 269	28	- 242
29	- 228	30	- 338	31	- 394	32	- 406
33	- 263	34	- 251	35	- 341	36	- 372
37	- 311	38	- 303	39	- 261	40	- 275
41	- 254	42	- 231	43	- 347	44	- 399
45	- 417	46	- 267	47	- 255	48	- 350
49	- 380	50	- 316	51	- 307	52	- 266
53	- 275	54	- 256	55	- 233	56	- 341
57	- 404	58	- 425	59	- 272	60	- 259
61	- 358	62	- 421	63	- 265	64	- 265
65	- 495	66	- 250	67	- 375	68	- 465
69	- 436	70	- 275	71	- 263	72	- 380
73	- 452	74	- 255	75	- 255	76	- 427
77	- 241	78	- 414	79	- 476	80	- 523
81	- 280	82	- 269	83	- 417	84	- 517
85	- 260	86	- 260	87	- 436	88	- 246
89	- 485	90	- 481	91	- 532	92	- 286
93	- 272	94	- 425	95	- 469	96	- 276
97	- 264	98	- 445	99	- 247	100	- 468
101	- 488	102	- 541	103	- 292	104	- 277
105	- 426	106	- 477	107	- 269	108	- 269
109	- 453	110	- 250	111	- 491	112	- 501
113	- 549	114	- 294	115	- 284	116	- 435
117	- 486	118	- 273	119	- 273	120	- 462

END OF PAGE 4 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84868

PAGE 5

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 84868

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
121	- 252	122	- 510	123	- 507	124	- 557
125	- 297	126	- 289	127	- 443	128	- 443
129	- 275	130	- 275	131	- 470	132	- 263
133	- 507	134	- 515	135	- 566	136	- 301
137	- 292	138	- 452	139	- 502	140	- 277
141	- 277	142	- 478	143	- 265	144	- 507
145	- 521	146	- 522	147	- 305	148	- 297
149	- 460	150	- 511	151	- 281	152	- 281
153	- 487	154	- 268	155	- 523	156	- 535
157	- 532	158	- 308	159	- 301	160	- 468
161	- 285	162	- 285	163	- 547	164	- 276
165	- 492	166	- 541	167	- 540	168	- 313
169	- 308	170	- 477	171	- 903	172	- 532
173	- 630	174	- 788	175	- 540	176	- 637
177	- 800	178	- 548	179	- 645	180	- 813
181	- 555	182	- 653	183	- 825	184	- 564
185	- 660	186	- 839	187	- 572	188	- 669
189	- 852	190	- 580	191	- 676	192	- 864
193	- 537	194	- 632	195	- 916	196	- 596
197	- 692	198	- 929	199	- 605	200	- 699
201	- 942	202	- 612	203	- 707	204	- 1009
205	- 654	206	- 755	207	- 1023	208	- 663
209	- 763	210	- 1087	211	- 672	212	- 771
213	- 1051	214	- 679	215	- 779	216	- 2934
217	- 2728	218	- 519	219	- 44	220	- 33
221	- 2	222	- 2	223	- 2	224	- 2
225	- 2	226	- 2	227	- 2	228	- 2
229	- 2	230	- 3	231	- 3	232	- 2
233	- 2	234	- 2	235	- 2	236	- 2
237	- 2	238	- 2	239	- 2	240	- 2
241	- 2	242	- 2	243	- 1	244	- 2
245	- 2	246	- 2	247	- 3		

NOTATIONS

U221262 NOTE: REALIGNMENT VIDE GAZ 28-12-1984 FOL 6518 AND REVOCATION OF ROAD WIDENING ORDER GAZ 4-3-1994 FOL 1087 OF THE PART FORMERLY IN A/C 15473-116

UNREGISTERED DEALINGS: NIL

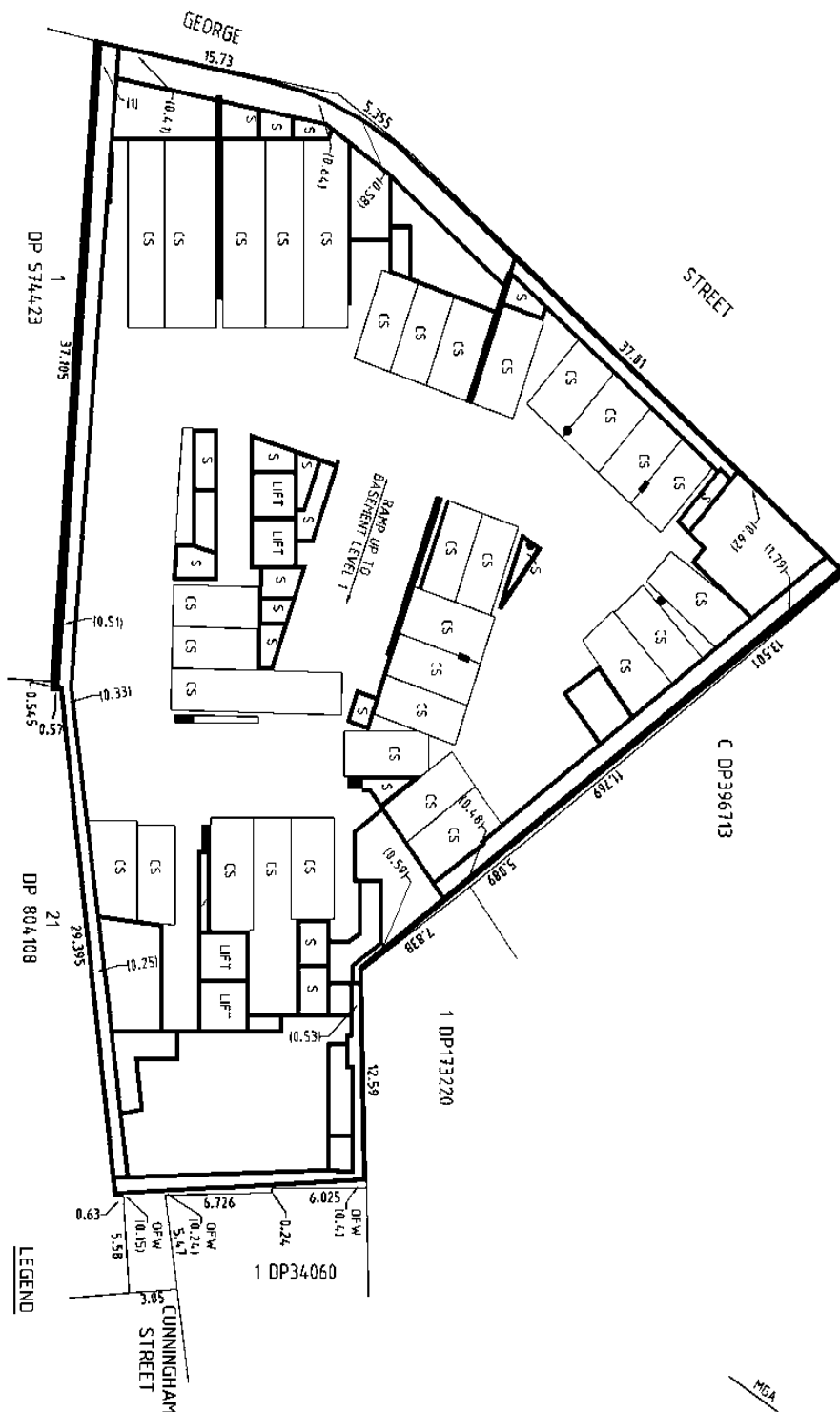
*** END OF SEARCH ***

PRINTED ON 12/11/2023

* 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.

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ALL OFFSETS ARE INSIDE FACE OF WALLS
UNLESS OTHERWISE DENOTED.

BASEMENT LEVEL 2 AND BELOW LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 9/2011
Lengths are in metres, Reduction Ratio 1 : 250
2011M/7600(055)

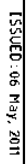
Registered
7-6-2011

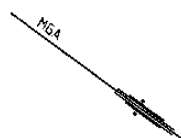
SP 84868

CS DENOTES CARSPACE
OFW DENOTES OUTSIDE FACE OF WALL
S DENOTES STORAGE

ISSUED: 06 May, 2011







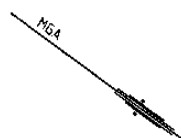
LEGEND

ALL OFFSET DIMENSIONS ARE OUTSIDE FACE OF WALLS UNLESS OTHERWISE SHOWN.

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

SP 84868

ISSUED: 06 May, 2011



LEGEND

- CS DENOTES CAR SPACE
IFW DENOTES INSIDE FACE OF WALL
S DENOTES STORAGE

ALL OFFSET DIMENSIONS ARE OUTSIDE FACE OF WALLS UNLESS OTHERWISE SHOWN.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS
OF ACCESS REFER TO DP1135510 & DP160289

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

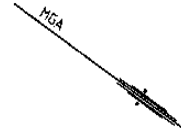
Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 91201
Lengths are in metres. Reduction Ratio 1 : 250
2011M/7600(055)

(SURVEYOR'S REFERENCE: 22725PRO1)

ISSUED: 06 May, 2011

Registered
7-6-2014

SP 84868



LEGEND

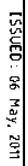
ALL OFFSET DIMENSIONS ARE OUTSIDE FACE OF WALLS UNLESS OTHERWISE SHOWN.

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Lengths are in metres. Reduction Ratio 1 : 250

7-6-2011

ISSUED: 06 May, 2011



Ref:20160181 /Src:M

SIRAJA PLAN FORM 2 (A3)

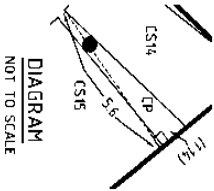
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

SHEET 8 OF 23 SHEETS

CAR SPACES

CS1	DENOTES	PT 201	26	m ²
CS2	DENOTES	PT 201	25	m ²
CS3	DENOTES	PT 201	29	m ²
CS4	DENOTES	PT 210	26	m ²
CS5	DENOTES	PT 210	29	m ²
CS6	DENOTES	PT 131	13	m ²
CS7	DENOTES	PT 131	13	m ²
CS8	DENOTES	PT 138	14	m ²
CS9	DENOTES	PT 98	16	m ²
CS10	DENOTES	PT 95	14	m ²
CS11	DENOTES	PT 89	13	m ²
CS12	DENOTES	PT 87	12	m ²
CS13	DENOTES	PT 100	15	m ²
CS14	DENOTES	PT 153	13	m ²
CS15	DENOTES	PT 153	13	m ²
CS16	DENOTES	PT 139	15	m ²
CS17	DENOTES	PT 73	13	m ²
CS18	DENOTES	PT 78	13	m ²
CS19	DENOTES	PT 76	15	m ²
CS20	DENOTES	PT 163	13	m ²
CS21	DENOTES	PT 150	13	m ²
CS22	DENOTES	PT 193	13	m ²
CS23	DENOTES	PT 193	13	m ²
CS24	DENOTES	PT 195	14	m ²
CS25	DENOTES	PT 205	14	m ²
CS26	DENOTES	PT 205	14	m ²
CS27	DENOTES	PT 187	16	m ²
CS28	DENOTES	PT 187	16	m ²
CS29	DENOTES	PT 186	19	m ²
CS30	DENOTES	PT 186	19	m ²
CS31	DENOTES	PT 186	19	m ²
CS32	DENOTES	PT 186	19	m ²



STORAGE SPACES

S65	DENOTES	PT 207	4	m ²
S66	DENOTES	PT 210	2	m ²
S67	DENOTES	PT 210	2	m ²
S68	DENOTES	PT 98	3	m ²
S69	DENOTES	PT 163	3	m ²
S70	DENOTES	PT 208	2	m ²
S71	DENOTES	PT 205	5	m ²
S72	DENOTES	PT 187	3	m ²
S73	DENOTES	PT 187	3	m ²
S74	DENOTES	PT 195	4	m ²
S75	DENOTES	PT 204	3	m ²
S76	DENOTES	PT 201	3	m ²
S77	DENOTES	PT 134	3	m ²
S78	DENOTES	PT 161	4	m ²
S79	DENOTES	PT 193	3	m ²
S80	DENOTES	PT 193	3	m ²
S81	DENOTES	PT 208	3	m ²
S82	DENOTES	PT 208	3	m ²

SYMBOLS

90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES OF COLUMN OR WALL TO BOUNDARY UNLESS OTHERWISE SHOWN

LEGEND

- BS DENOTES BICYCLE STORAGE
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- D DENOTES DUCTING (COMMON PROPERTY)
- PFW DENOTES PROLONGATION FACE OF WALL
- S DENOTES STORAGE
- ST DENOTES STORAGE

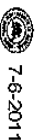
BASEMENT LEVEL 2 FLOOR PLAN

Table of mm 10 20 30 40 50 60 70 80 90 100 110 120 130 140

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE. LENGTHS ARE IN METRES. REDUCTION RATIO 1 : 250

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPRO1
Subdivision No : 2/2011



SP 84868

(SURVEYOR'S REFERENCE: 2272SPRO1)

ISSUED: 06 May, 2011

Ref:20160181 /Src:M

SIRAJA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

SHEET 9 OF 23 SHEETS

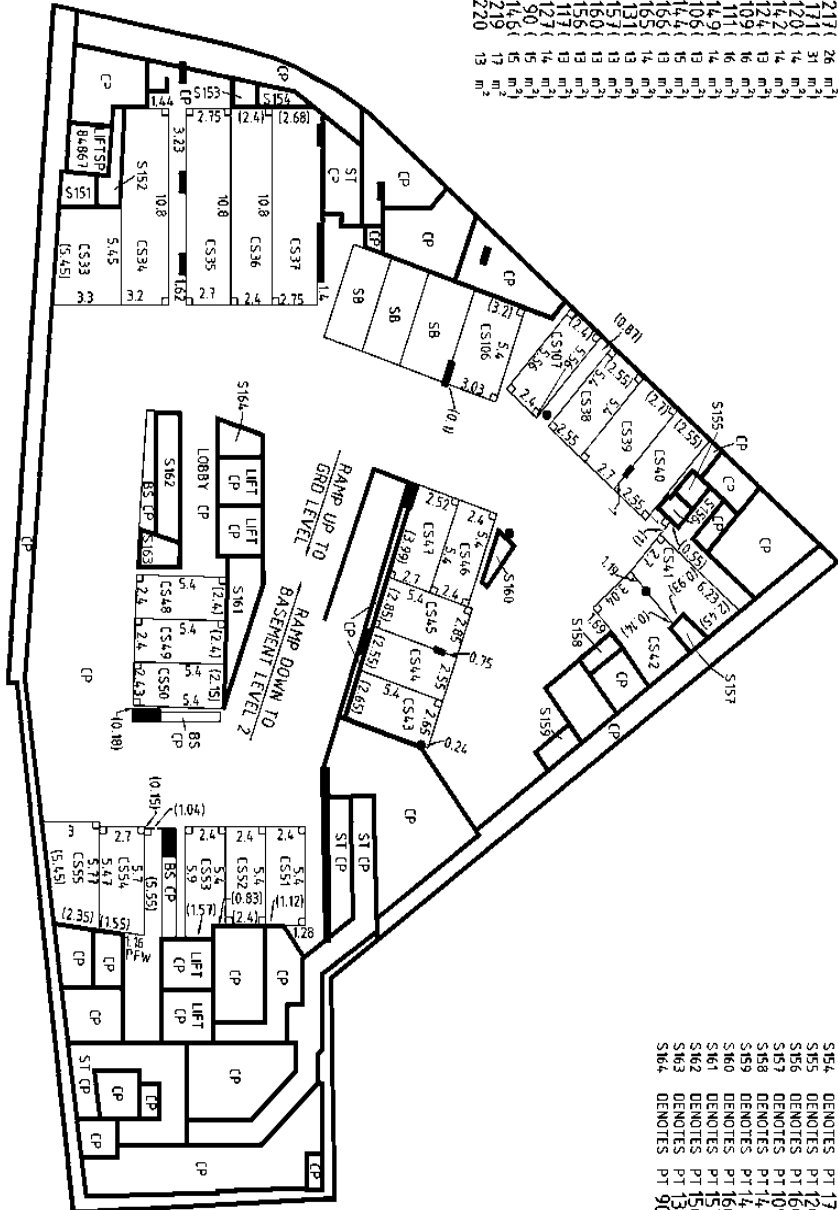
CAR SPACES

CS33	DENOTES	PT 14.51	18	m ²
CS34	DENOTES	PT 1981	32	m ²
CS35	DENOTES	PT 2161	30	m ²
CS36	DENOTES	PT 2171	26	m ²
CS37	DENOTES	PT 1711	31	m ²
CS38	DENOTES	PT 1201	14	m ²
CS39	DENOTES	PT 14.21	14	m ²
CS40	DENOTES	PT 1091	16	m ²
CS41	DENOTES	PT 1111	16	m ²
CS42	DENOTES	PT 14.91	14	m ²
CS43	DENOTES	PT 1051	13	m ²
CS44	DENOTES	PT 14.41	14	m ²
CS45	DENOTES	PT 16.41	14	m ²
CS46	DENOTES	PT 16.41	14	m ²
CS47	DENOTES	PT 16.41	14	m ²
CS48	DENOTES	PT 16.41	14	m ²
CS49	DENOTES	PT 16.41	14	m ²
CS50	DENOTES	PT 16.41	14	m ²
CS51	DENOTES	PT 16.41	14	m ²
CS52	DENOTES	PT 16.41	14	m ²
CS53	DENOTES	PT 16.41	14	m ²
CS54	DENOTES	PT 16.41	14	m ²
CS55	DENOTES	PT 16.41	14	m ²
CS56	DENOTES	PT 16.41	14	m ²
CS57	DENOTES	PT 16.41	14	m ²
CS58	DENOTES	PT 16.41	14	m ²
CS59	DENOTES	PT 16.41	14	m ²
CS60	DENOTES	PT 16.41	14	m ²
CS61	DENOTES	PT 16.41	14	m ²
CS62	DENOTES	PT 16.41	14	m ²
CS63	DENOTES	PT 16.41	14	m ²
CS64	DENOTES	PT 16.41	14	m ²
CS65	DENOTES	PT 16.41	14	m ²
CS66	DENOTES	PT 16.41	14	m ²
CS67	DENOTES	PT 16.41	14	m ²
CS68	DENOTES	PT 16.41	14	m ²
CS69	DENOTES	PT 16.41	14	m ²
CS70	DENOTES	PT 16.41	14	m ²

STORAGE SPACES

S51	DENOTES	PT 14.51	4	m ²
S52	DENOTES	PT 1981	3	m ²
S53	DENOTES	PT 2171	2	m ²
S54	DENOTES	PT 1711	3	m ²
S55	DENOTES	PT 1201	2	m ²
S56	DENOTES	PT 1601	2	m ²
S57	DENOTES	PT 1091	2	m ²
S58	DENOTES	PT 14.91	2	m ²
S59	DENOTES	PT 16.41	2	m ²
S60	DENOTES	PT 16.41	2	m ²
S61	DENOTES	PT 16.41	2	m ²
S62	DENOTES	PT 16.41	2	m ²
S63	DENOTES	PT 16.41	2	m ²
S64	DENOTES	PT 16.41	2	m ²
S65	DENOTES	PT 16.41	2	m ²
S66	DENOTES	PT 16.41	2	m ²
S67	DENOTES	PT 16.41	2	m ²
S68	DENOTES	PT 16.41	2	m ²
S69	DENOTES	PT 16.41	2	m ²
S70	DENOTES	PT 16.41	2	m ²

BASEMENT LEVEL 1 FLOOR PLAN



SYMBOLS

90° DENOTES PROLONGATION OF
FACE OF COLUMN OR WALL
UNLESS OTHERWISE SHOWN

90° WALL TO BOUNDARY OR
RELATIONSHIP UNLESS
OTHERWISE SHOWN

90° DENOTES 90° ANGLE

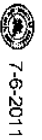
LEGEND

BS DENOTES BICYCLE STORAGE
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
PRW DENOTES PROLONGATION FACE
OF WALL
S DENOTES STORAGE
SB DENOTES SERVICE BAY (CP)
ST DENOTES STAIRS

10 20 30 40 50 60 70 80 90 100 110 120 130 140

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUTIES AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 912011
Lengths are in metres. Reduction Ratio 1 : 250



SP 84868

(SURVEYOR'S REFERENCE: 2272SPR01)

(ISSUED: 06 May 2011)

Ref:20160181 /Src:M

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

SHEET 10 OF 23 SHEETS

STORAGE SPACES

S141	DENOTES	PT 1221	1	m ²
S142	DENOTES	PT 1011	2	m ²
S143	DENOTES	PT 1121	3	m ²
S144	DENOTES	PT 2021	3	m ²
S145	DENOTES	PT 2141	3	m ²
S146	DENOTES	PT 2091	1	m ²
S147	DENOTES	PT 2091	1	m ²
S148	DENOTES	PT 1921	3	m ²
S149	DENOTES	PT 1671	2	m ²
S150	DENOTES	PT 1891	3	m ²

CAR SPACES

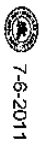
CS55	DENOTES	PT 1221	14	m ²
CS56	DENOTES	PT 951	13	m ²
CS57	DENOTES	PT 1011	16	m ²
CS58	DENOTES	PT 1121	14	m ²
CS59	DENOTES	PT 1121	14	m ²
CS60	DENOTES	PT 1131	14	m ²
CS61	DENOTES	PT 1021	17	m ²
CS62	DENOTES	PT 1021	17	m ²
CS63	DENOTES	PT 1051	14	m ²
CS64	DENOTES	PT 1401	17	m ²
CS65	DENOTES	PT 2021	19	m ²
CS66	DENOTES	PT 2141	15	m ²
CS67	DENOTES	PT 2091	13	m ²
CS68	DENOTES	PT 1671	17	m ²
CS69	DENOTES	PT 1921	15	m ²
CS70	DENOTES	PT 1891	17	m ²

MEZZANINE LEVEL FLOOR PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE

Surveyor: ANTHONY BUI PITCHELL
Surveyor's Ref: 2272SPR01
Subdivision No: 912011
Lengths are in metres. Reduction Ratio 1:150



SP 84868

(SURVEYOR'S REFERENCE: 2272SPR01)

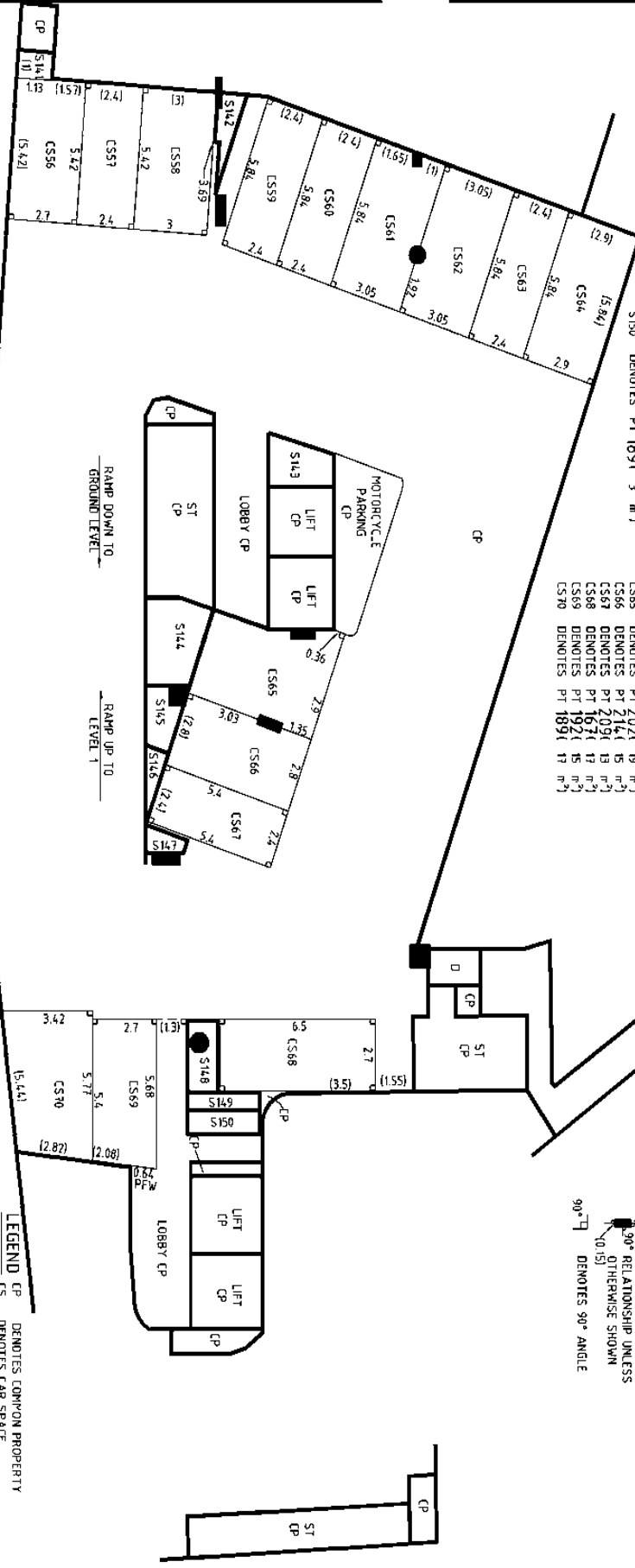
ISSUED: 06 May 2011

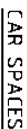
- LEGEND
- CP DENOTES COMMON PROPERTY
 - CS DENOTES CAR SPACE
 - D DENOTES DUCTING (CP)
 - PFW DENOTES PROLONGATION FACE OF WALL
 - S DENOTES STORAGE
 - ST DENOTES STAIRS

SYMBOLS

- 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL
- 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- 90° DENOTES OF COLUMN OR FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- 90° WALL TO BOUNDARY UNLESS OTHERWISE SHOWN
- 90° DENOTES 90° ANGLE

NSA



[illegible]

STORAGE SPACES


S114	DEMOES	PT 1781	1	m ³	S108	DEMOES	PT 45	1	2	m ³
S115	DEMOES	PT 1230	3	m ³	S109	DEMOES	PT 58	1	2	m ³
S116	DEMOES	PT 211	3	m ³	S150	DEMOES	PT 82	1	2	m ³
S117	DEMOES	PT 68	2	m ³	S151	DEMOES	PT 94	1	2	m ³
S118	DEMOES	PT 77	1	m ³	S152	DEMOES	PT 83	1	2	m ³
S119	DEMOES	PT 184	2	m ³	S153	DEMOES	PT 69	1	2	m ³
S120	DEMOES	PT 85	2	m ³	S154	DEMOES	PT 65	1	2	m ³
S121	DEMOES	PT 80	1	m ³	S155	DEMOES	PT 72	1	2	m ³
S122	DEMOES	PT 91	1	m ³	S156	DEMOES	PT 73	1	2	m ³
S123	DEMOES	PT 1781	1	m ³	S157	DEMOES	PT 172	1	2	m ³
S124	DEMOES	PT 64	1	m ³	S158	DEMOES	PT 66	1	2	m ³
S125	DEMOES	PT 173	2	m ³	S159	DEMOES	PT 107	1	2	m ³
S126	DEMOES	PT 9	1	m ³	S160	DEMOES	PT 79	1	2	m ³
S127	DEMOES	PT 32	1	m ³						

LEVEL 1 FLOOR PLAN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 9125A
Lengths are in metres, Reduction Ratio 1 : 150

15) 90° DENOTES OF COLUMN
90° WALL TO BOUNDARY
90° RELATIONSHIP UNLESS
10 15) OTHERWISE SHOWN
90° DENOTES 90° ANGLE

Registered

 7-6-20

OR	D DENOTES CAR SPACE
	D DENOTES DUCTIN (CP)
	PFW DENOTES PROLONGATION FAL OF WALL
	PL DENOTES PLANTER
	S DENOTES STORAGE
	ST DENOTES STAIRS
	V DENOTES VOID

11

SP 84868

SP 84868

(SURVEYOR'S REFERENCE: 22725PRO1)

ISSUED: 06 May, 2011



Ref:20160181 /Src:M

SITRAIA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

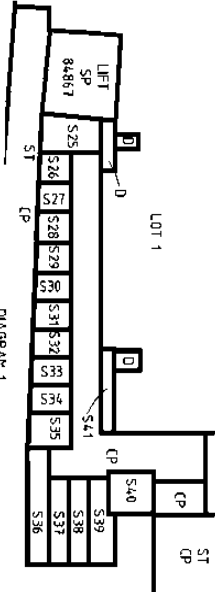
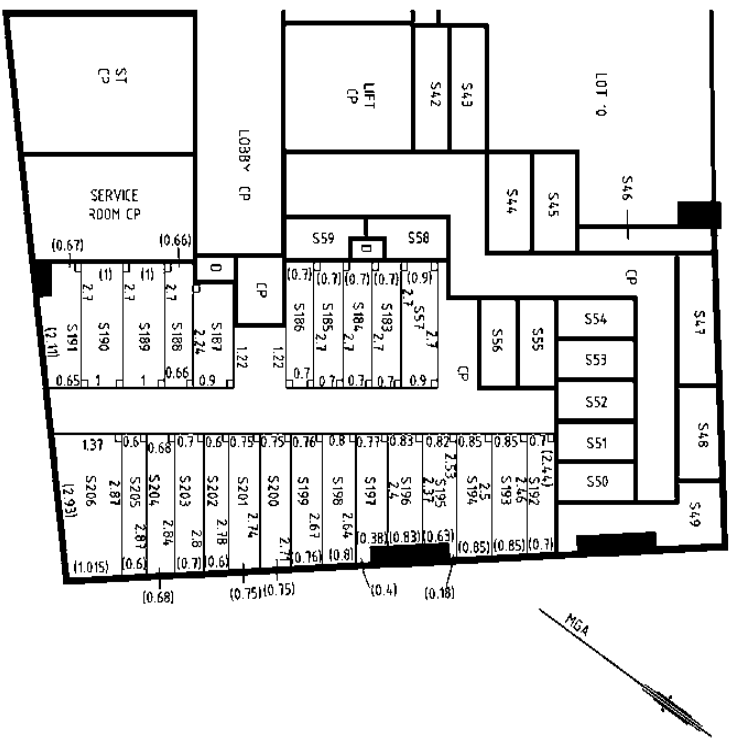
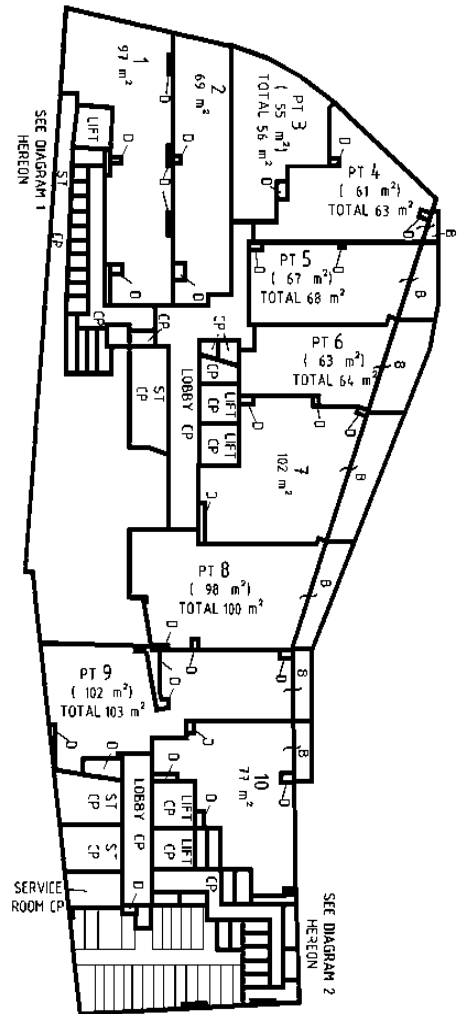
e-plan

SHEET 13 OF 23 SHEETS

STORAGE SPACES

S25	DENOTES PT 19	2	m ²	S54	DENOTES PT 71	1	2	m ²
S26	DENOTES PT 6	1	m ²	S55	DENOTES PT 33	1	2	m ²
S27	DENOTES PT 13	1	m ²	S56	DENOTES PT 34	1	2	m ²
S28	DENOTES PT 3	1	m ²	S57	DENOTES LOT 22	1	2	m ²
S29	DENOTES PT 5	1	m ²	S58	DENOTES LOT 22	2	2	m ²
S30	DENOTES PT 14	1	m ²	S59	DENOTES LOT 22	2	2	m ²
S31	DENOTES PT 16	1	m ²	S60	DENOTES LOT 22	2	2	m ²
S32	DENOTES PT 15	1	m ²	S61	DENOTES LOT 22	2	2	m ²
S33	DENOTES PT 15	1	m ²	S62	DENOTES LOT 22	2	2	m ²
S34	DENOTES PT 16	1	m ²	S63	DENOTES LOT 22	2	2	m ²
S35	DENOTES PT 15	1	m ²	S64	DENOTES LOT 22	2	2	m ²
S36	DENOTES PT 8	1	m ²	S65	DENOTES LOT 22	2	2	m ²
S37	DENOTES PT 4	1	m ²	S66	DENOTES LOT 22	2	2	m ²
S38	DENOTES PT 15	1	m ²	S67	DENOTES LOT 22	2	2	m ²
S39	DENOTES PT 15	1	m ²	S68	DENOTES LOT 22	2	2	m ²
S40	DENOTES PT 16	1	m ²	S69	DENOTES LOT 22	2	2	m ²
S41	DENOTES PT 16	1	m ²	S70	DENOTES LOT 22	2	2	m ²
S42	DENOTES PT 16	1	m ²	S71	DENOTES LOT 22	2	2	m ²
S43	DENOTES PT 16	1	m ²	S72	DENOTES LOT 22	2	2	m ²
S44	DENOTES PT 16	1	m ²	S73	DENOTES LOT 22	2	2	m ²
S45	DENOTES PT 16	1	m ²	S74	DENOTES LOT 22	2	2	m ²
S46	DENOTES PT 16	1	m ²	S75	DENOTES LOT 22	2	2	m ²
S47	DENOTES PT 16	1	m ²	S76	DENOTES LOT 22	2	2	m ²
S48	DENOTES PT 16	1	m ²	S77	DENOTES LOT 22	2	2	m ²
S49	DENOTES PT 16	1	m ²	S78	DENOTES LOT 22	2	2	m ²
S50	DENOTES PT 16	1	m ²	S79	DENOTES LOT 22	2	2	m ²
S51	DENOTES PT 16	1	m ²	S80	DENOTES LOT 22	2	2	m ²
S52	DENOTES PT 16	1	m ²	S81	DENOTES LOT 22	2	2	m ²
S53	DENOTES PT 16	1	m ²	S82	DENOTES LOT 22	2	2	m ²

LEVEL 3 FLOOR PLAN



LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (CP)
- S DENOTES STORAGE
- ST DENOTES STAIRS
- 90° DENOTES 90° ANGLE

THE STRATA PLAN OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOT'S MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: ANTHONY GUY MITCHELL
 Surveyor's Ref: 2272SPR01
 Subdivision No: 9
 Lengths are in metres. Reduction Ratio 1: 300

Registered
 7-6-2011

SP 84868

(SURVEYOR'S REFERENCE: 2272SPR01)

ISSUED: 06 May, 2011

Ref:20160181 /Src:M

THE STRUTTURE OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE. FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 2272SPR01

Registered
7-6-2011

SP 84868

(SURVEYOR'S REFERENCE:2272SPR01)

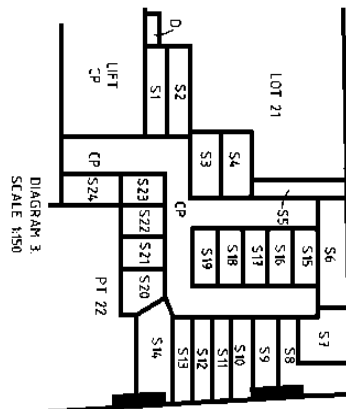
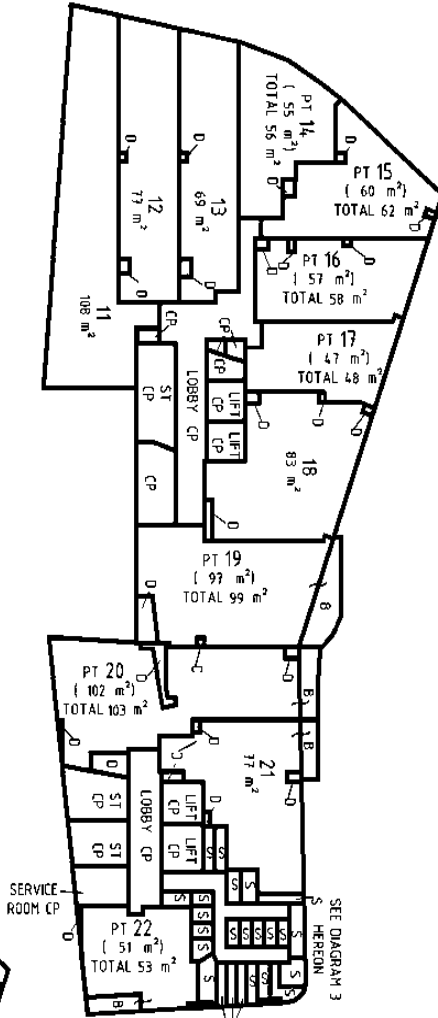
ISSUED: 06 May, 2011

S1	DENOTES	PT 105	2	m ²
S2	DENOTES	PT 169	2	m ²
S3	DENOTES	PT 159	2	m ²
S4	DENOTES	PT 158	2	m ²
S5	DENOTES	PT 103	1	m ²
S6	DENOTES	PT 170	2	m ²
S7	DENOTES	PT 116	2	m ²
S8	DENOTES	PT 22	2	m ²
S9	DENOTES	PT 168	2	m ²
S10	DENOTES	PT 147	1	m ²
S11	DENOTES	PT 137	1	m ²
S12	DENOTES	PT 136	1	m ²
S13	DENOTES	PT 107	1	m ²
S14	DENOTES	PT 275	3	m ²
S15	DENOTES	PT 106	1	m ²
S16	DENOTES	PT 115	1	m ²
S17	DENOTES	PT 125	1	m ²
S18	DENOTES	PT 126	1	m ²
S19	DENOTES	PT 126	2	m ²
S20	DENOTES	PT 124	1	m ²
S21	DENOTES	PT 113	1	m ²
S22	DENOTES	PT 20	1	m ²
S23	DENOTES	PT 148	1	m ²
S24	DENOTES	PT 148	1	m ²

STORAGE SPACES

LEVEL 5 FLOOR PLAN

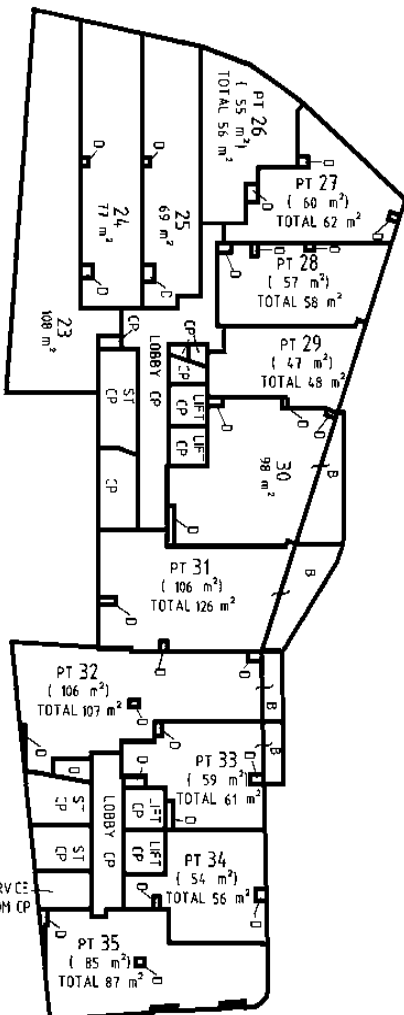
LEVEL 4 DOES NOT EXIST



LEVEL 6 FLOOR PLAN

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (CP)
- S DENOTES STORAGE
- ST DENOTES STAIRS

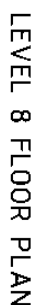
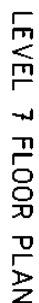


STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

SHEET 14 OF 23 SHEETS



THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE
OF THE CORREL COEFFICIENT

AREAS ARE APPROXIMATE
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 22725PRO1

Subdivision No : 9/2011

Lengths are in metres. Reduction Ratio 1 : 300

Registered

7-6-2011

SP 84868

8 DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
ST DENOTES STAIRS

ISSUED: 06 May, 2011

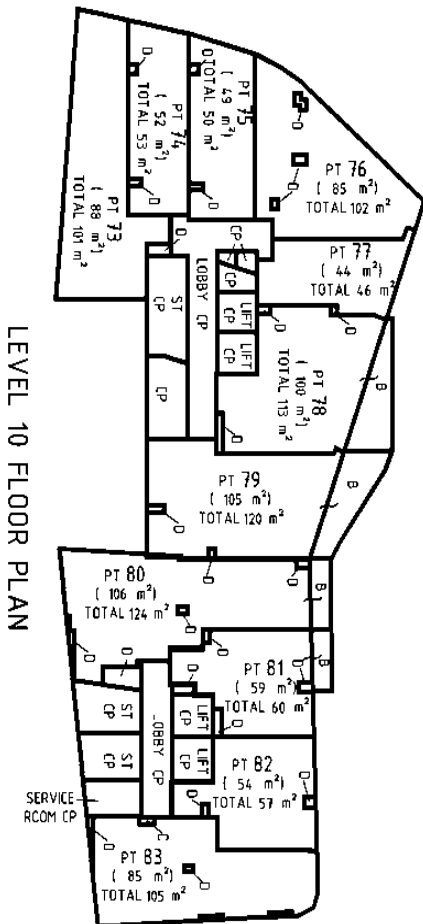
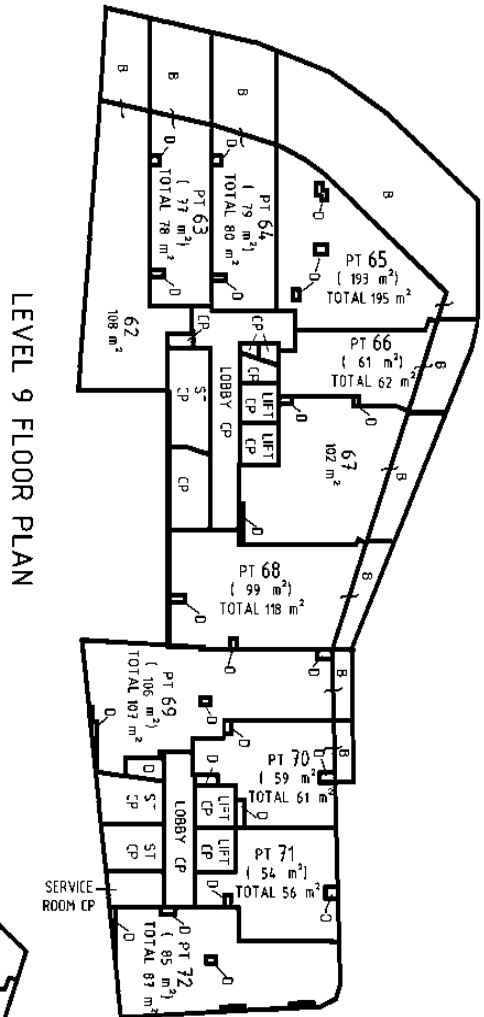
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SIRAJA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

SHEET 16 OF 23 SHEETS



LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (CP)
- ST DENOTES STAIRS

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 23 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPRO1
Subdivision No : 94/2011
Lengths are in metres Reduction Ratio 1 : 300

Registered
7-6-2011

SP 84868

(SURVEYOR'S REFERENCE:2272SPRO1)

ISSUED: 06 May, 2011

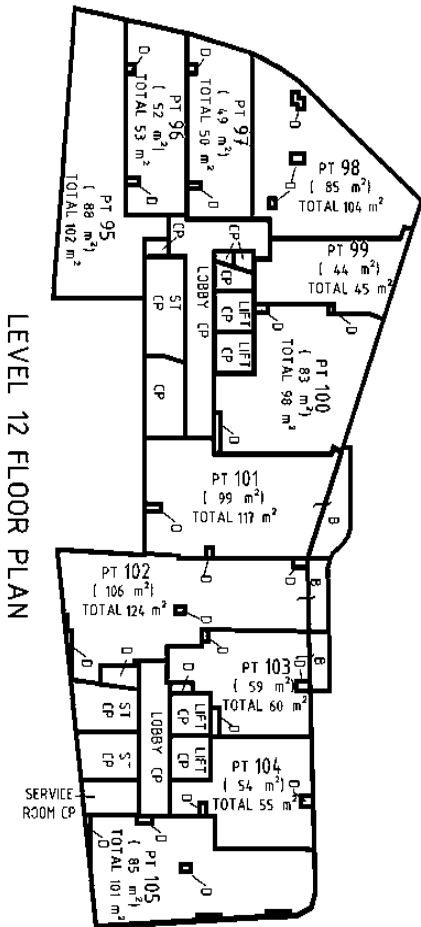
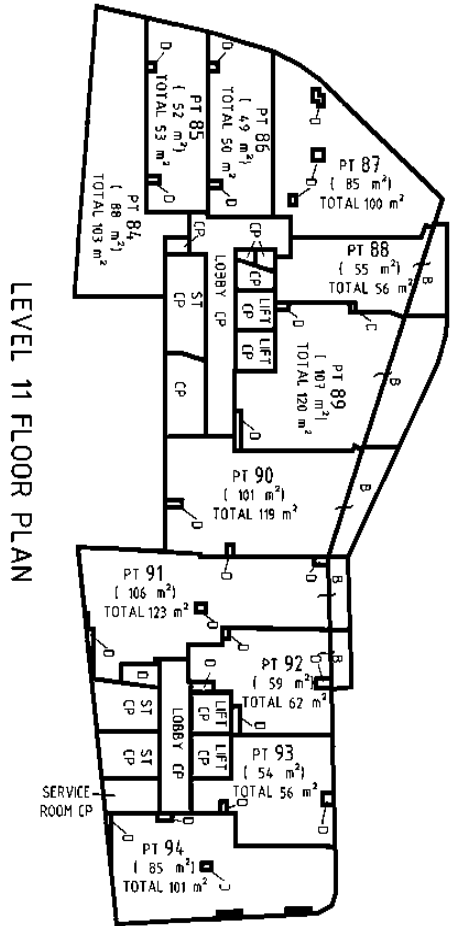
Ref:20160181 /Src:M

SIRAJA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

SHEET 17 OF 23 SHEETS



THE STRAIGHT OF A BALCONY IS LIMITED IN HEIGHT TO 23 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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AREAS ARE APPROXIMATE.

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 9120
Lengths are in metres Reduction Ratio : 300



7-6-2011

SP 84868

(SURVEYOR'S REFERENCE:2272SPR01)

ISSUED: 06 May, 2011

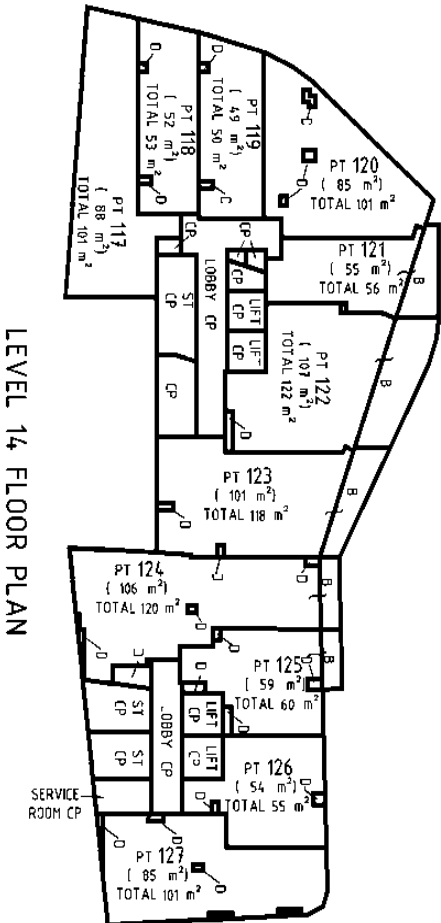
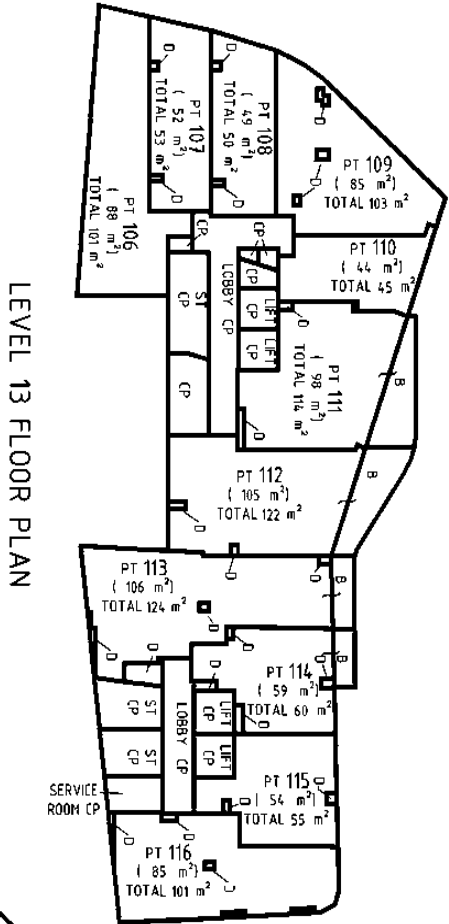
LEGEND
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
ST DENOTES STAIRS

SITRAIA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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SHEET 18 OF 23 SHEETS



THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 23 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

LEGEND
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
ST DENOTES STAIRS

10 20 30 40 50 60 70 80 90 100 110 120 130 140

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 9112011
Lengths are in metres. Reduction Ratio 1 : 300

Registered
7-6-2011

SP 84868

(SURVEYOR'S REFERENCE:2272SPR01)

ISSUED: 06 May, 2011

Ref:20160181 /Src:M

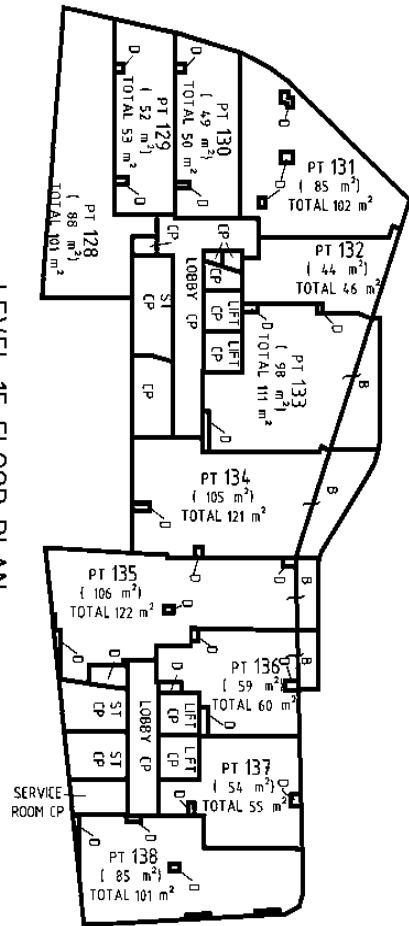
SIRAJA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

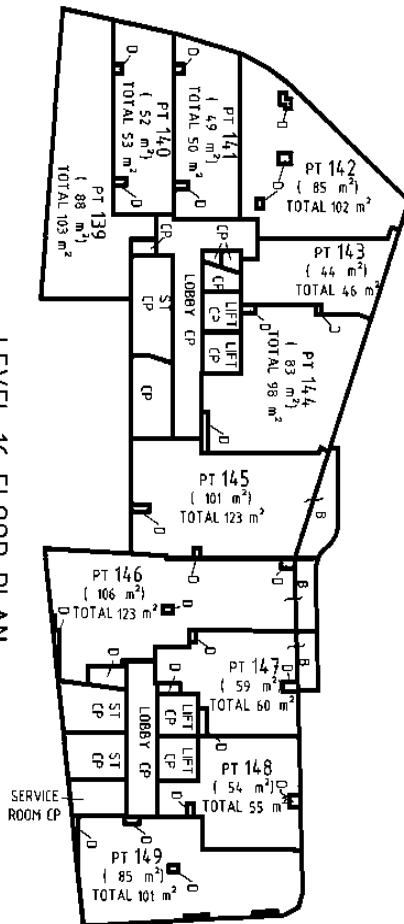
e-plan

SHEET 19 OF 23 SHEETS

LEVEL 15 FLOOR PLAN



LEVEL 16 FLOOR PLAN



THE STRAIGHT OF A BALCONY IS LIMITED IN HEIGHT TO 23 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

LEGEND
 B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY
 D DENOTES DUCTING (CP)
 ST DENOTES STAIRS

10 20 30 40 50 60 70 80 90 100 110 120 130 140
 Table of mm
 FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE.

Surveyor : ANTHONY GUY MITCHELL
 Surveyor's Ref : 2272SPR01
 Subdivision No : 9
 Lengths are in metres. Reduction Ratio 1 : 300



7-6-2011

SP 84868

(SURVEYOR'S REFERENCE:2272SPR01)

ISSUED: 06 May, 2011

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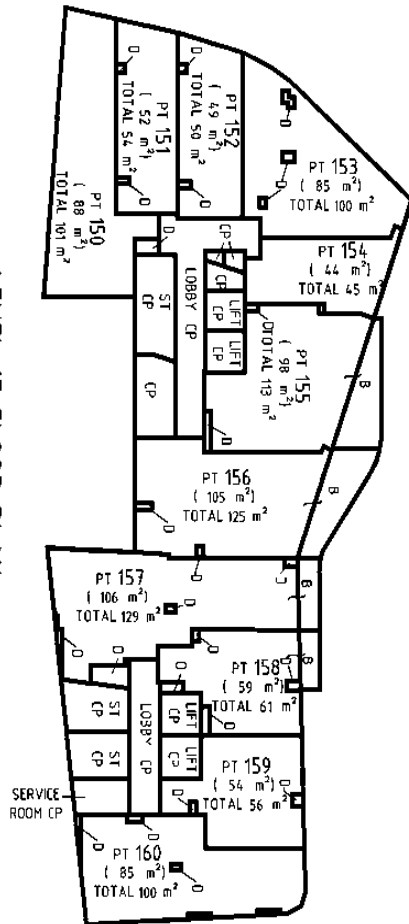
SIRAJA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

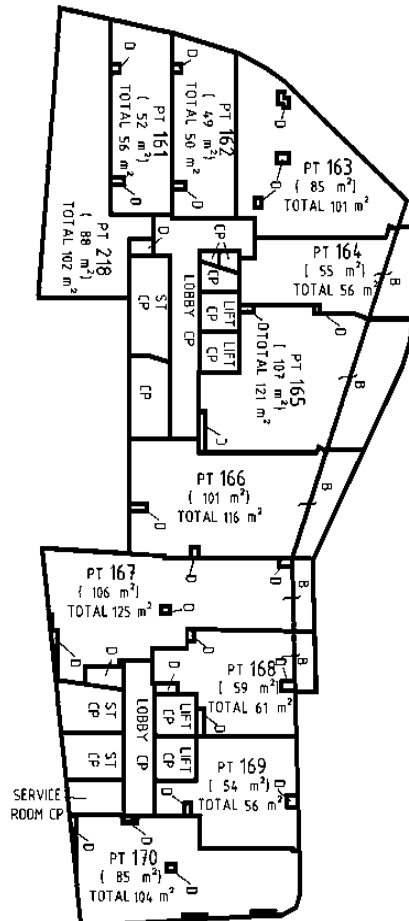
e-plan

SHEET 20 OF 23 SHEETS

LEVEL 17 FLOOR PLAN



LEVEL 18 FLOOR PLAN



THE STRAIGHT OF A BALCONY IS LIMITED IN HEIGHT TO 23 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

LEGEND
 B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY
 D DENOTES DUCTING (CP)
 ST DENOTES STAIRS

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE.

Surveyor : ANTHONY GUY MITCHELL
 Surveyor's Ref : 2272SPR01
 Subdivision No : 912011
 Lengths are in metres Reduction Ratio 1 : 300

Registered
 7-6-2011

SP 84868

(SURVEYOR'S REFERENCE:2272SPR01)

ISSUED: 06 May, 2011

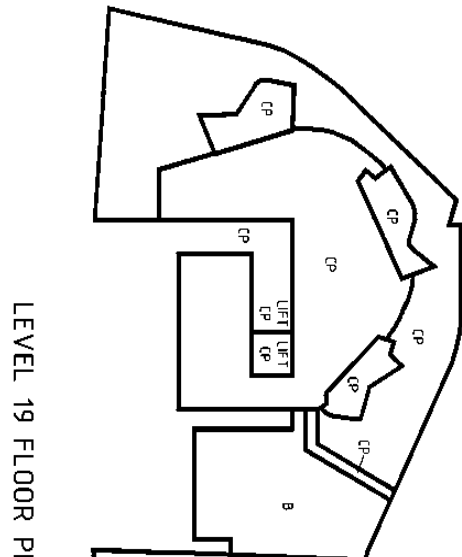
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SIRIAIA PLAN FORM 2 (A3)

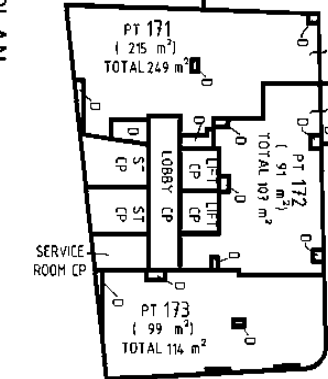
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

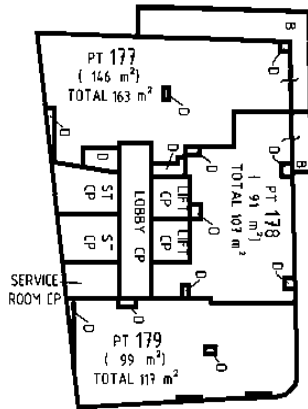
SHEET 21 OF 23 SHEETS



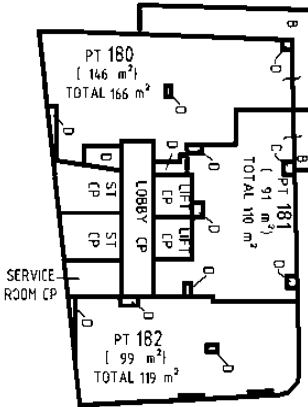
LEVEL 19 FLOOR PLAN



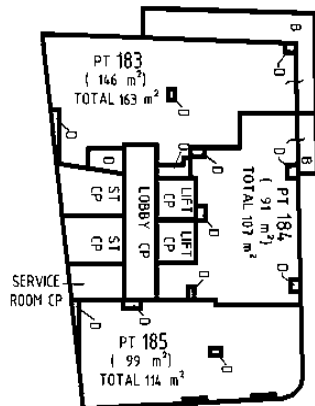
LEVEL 20 FLOOR PLAN



LEVEL 21 FLOOR PLAN



LEVEL 22 FLOOR PLAN

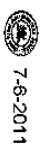


LEVEL 23 FLOOR PLAN

THE STRAIP OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS PLAIN FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE. FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 912011
Lengths are in metres Reduction Ratio 1 : 300



SP 84868

LEGEND
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
ST DENOTES STAIRS

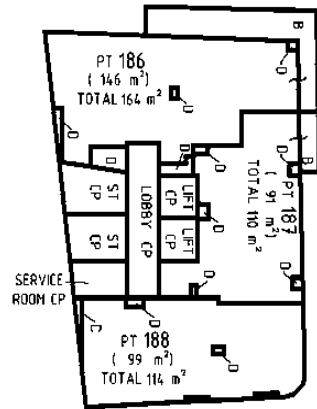
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SIRAJA PLAN FORM 2 (A3)

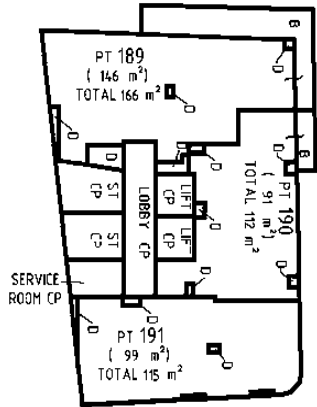
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

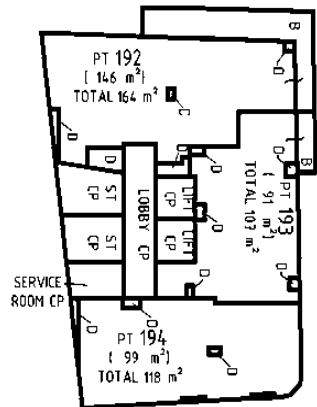
SHEET 22 OF 23 SHEETS



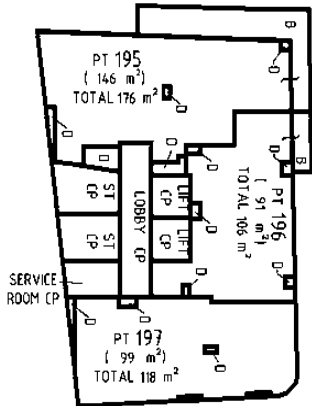
LEVEL 24 FLOOR PLAN



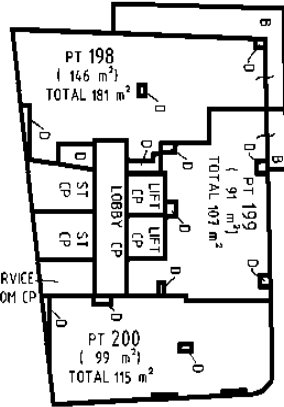
LEVEL 25 FLOOR PLAN



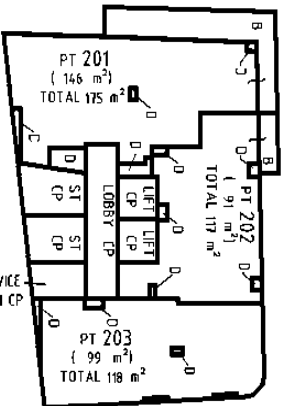
LEVEL 26 FLOOR PLAN



LEVEL 27 FLOOR PLAN



LEVEL 28 FLOOR PLAN



LEVEL 29 FLOOR PLAN

LEGEND
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
ST DENOTES STAIRS

THE STRUTTING OF A BALCONY IS LIMITED IN HEIGHT TO 23 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOT'S MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 91/2011
Lengths are in metres. Reduction Ratio 1 : 300

Registered
7-6-2011

SP 84868

(SURVEYOR'S REFERENCE:2272SPR01)

ISSUED: 06 May, 2011

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Ref:20160181 /Src:M

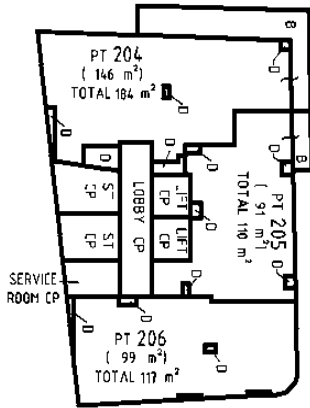
SIRAJA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

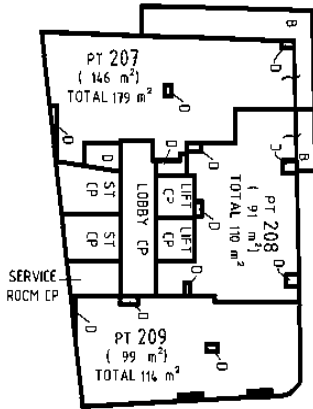
e-plan

SHEET 23 OF 23 SHEETS

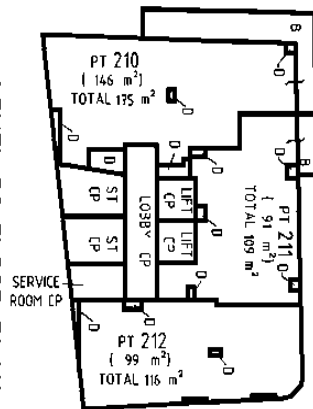
LEVEL 30 FLOOR PLAN



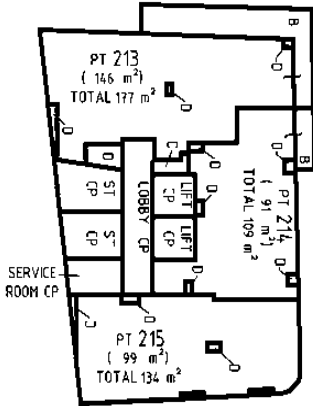
LEVEL 31 FLOOR PLAN



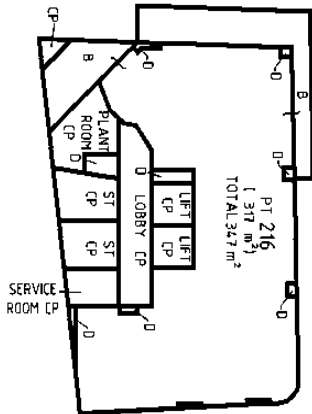
LEVEL 32 FLOOR PLAN



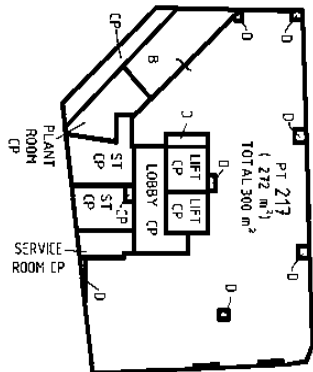
LEVEL 33 FLOOR PLAN



LEVEL 34 FLOOR PLAN



LEVEL 35 FLOOR PLAN



THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE LOTS MAIN FLOOR SURFACE EXCEPT WHERE COVERED.

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2272SPR01
Subdivision No : 912001
Lengths are in metres. Reduction Ratio 1 : 300

Registered
7-6-2011


SP 84868

LEGEND
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
ST DENOTES STAIRS

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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(SURVEYOR'S REFERENCE:2272SPR01)

ISSUED: 05 May, 2011

e-plan STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 12 sheet(s)
<p>Name of, and address for services of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners- Strata Plan No. 84868 No. 718 GEORGE STREET, SYDNEY, 2000</p>		<p>SP 84868</p>
<p>Registered:  7-6-2011 Purpose: STRATA PLAN</p>		
<p>*Residential Model By-laws adopted for this scheme *Keeping of Animals: Option A/B/C *Schedule of By-laws in 50 sheets filed with plan *No By-laws apply *Strike out whichever is inapplicable</p>		<p>PLAN OF SUBDIVISION OF LOT 101 IN DP1160285</p>
<p>Strata Certificate (1) The Council of The Accredited Certifier <u>GARRY RYAN</u> Accreditation No. <u>8880565</u> has made the required inspections and is satisfied that the requirements of: * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007, * (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 29A of the Strata Schemes (Leasehold Development) Regulation 2007, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. * (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. * (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates. * (4) The building encroaches on a public place and; * (a) The Council does not object to the encroachment of the building beyond the alignment of <u>GEORGE STREET</u> * (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment. * (5) This approval is given on the condition that lot(s) <u>221-247</u> are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986. Date <u>6/5/2011</u> Subdivision No. <u>9/2011</u> Relevant Development Consent No. <u>D/2010/1947</u> issued by <u>CITY OF SYDNEY</u> <u>Garry Ryan</u> Authorised Person / General Manager / Accredited Certifier * Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.</p>		<p>LGA: SYDNEY Suburb/Locality: HAYMARKET Parish: ST LAWRENCE County: CUMBERLAND</p> <p>Surveyor's Certificate (Approved Form 3) I, ANTHONY GUY MITCHELL Of Stratasurv PO Box 305 FIVE DOCK NSW 2046 a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met; * (2) * (a) the building encroaches on a public place; * (b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ DP1160285 to permit the encroachment to remain. * (3) the survey information recorded in the accompanying location plan is accurate. Signature: <u>[Signature]</u> Date: <u>6 May 11</u> * Strike through if inapplicable. ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement</p>
		<p>SURVEYOR'S REFERENCE: 2272SPR01</p>

e-plan STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 12 sheet(s)

PLAN OF SUBDIVISION OF LOT 101
 IN DP1160285

SP 84868

Registered:  7-6-2011

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 9/2011

Date: 6/5/2011

SCHEDULE OF UNIT ENTITLEMENT
 (if insufficient space use additional annexure sheet)

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
1	355	24	307	47	255	70	275
2	286	25	298	48	350	71	263
3	254	26	257	49	380	72	380
4	266	27	269	50	316	73	452
5	251	28	242	51	307	74	255
6	233	29	228	52	266	75	255
7	333	30	338	53	275	76	427
8	330	31	394	54	256	77	241
9	367	32	406	55	233	78	414
10	275	33	263	56	341	79	476
11	355	34	251	57	404	80	523
12	301	35	341	58	425	81	280
13	292	36	372	59	272	82	269
14	259	37	311	60	259	83	417
15	266	38	303	61	358	84	517
16	241	39	261	62	421	85	260
17	225	40	275	63	265	86	260
18	325	41	254	64	265	87	436
19	335	42	231	65	495	88	246
20	375	43	347	66	250	89	485
21	280	44	399	67	375	90	481
22	225	45	417	68	465	91	532
23	369	46	267	69	436	92	286

SEE SHEET 3 FOR CONTINUATION

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
 (if insufficient space use additional annexure sheet)

PURSUANT TO SEC 88B OF CONVEYANCING ACT 1919 AND SEC 7(3) OF THE STRATA SCHEME (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 100 SHEETS

SURVEYOR'S REFERENCE: 2272SPR01

e-plan STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 12 sheet(s)

PLAN OF SUBDIVISION OF LOT 101
 IN DP1160285

SP 84868

Registered:  7-6-2011


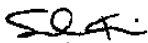



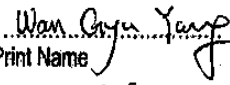
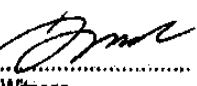
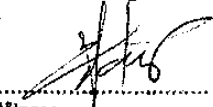
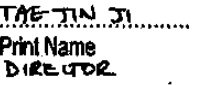

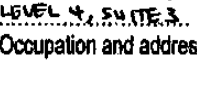
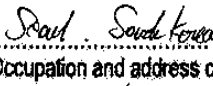
*OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 9/2011

Date: 6/5/2011

SCHEDULE OF UNIT ENTITLEMENT
 (If insufficient space use additional annexure sheet)

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
93	272	132	263	171	903	210	1087
94	425	133	507	172	532	211	672
95	469	134	515	173	630	212	771
96	276	135	566	174	788	213	1051
97	264	136	301	175	540	214	679
98	445	137	292	176	637	215	779
99	247	138	452	177	800	216	2934
100	468	139	502	178	548	217	2728
101	488	140	277	179	645	218	519
102	541	141	277	180	813	219	44
103	292	142	478	181	555	220	33
104	277	143	265	182	653	221	2
105	426	144	507	183	825	222	2
106	477	145	521	184	564	223	2
107	269	146	522	185	660	224	2
108	269	147	305	186	839	225	2
109	453	148	297	187	572	226	2
110	250	149	460	188	669	227	2
111	491	150	511	189	852	228	2
112	501	151	281	190	580	229	2
113	549	152	281	191	676	230	3
114	294	153	487	192	864	231	3
115	284	154	268	193	537	232	2
116	435	155	523	194	632	233	2
117	486	156	535	195	916	234	2
118	273	157	532	196	596	235	2
119	273	158	308	197	692	236	2
120	462	159	301	198	929	237	2
121	252	160	468	199	605	238	2
122	510	161	285	200	699	239	2
123	507	162	285	201	942	240	2
124	557	163	547	202	612	241	2
125	297	164	276	203	707	242	2
126	289	165	492	204	1009	243	1
127	443	166	541	205	654	244	2
128	443	167	540	206	755	245	2
129	275	168	313	207	1023	246	2
130	275	169	308	208	663	247	3
131	470	170	477	209	763	TOTAL	100000

e-plan STRATA PLAN ADMINISTRATION SHEET		Sheet 4 of 12 sheet(s)
PLAN OF SUBDIVISION OF LOT 101 IN DP1160285		SP 84868
		Registered:  7-6-2011
Strata Certificate Details: Subdivision No: 9/2011 Date: 6/5/2011		
SIGNED by INMARK DWS PTY LIMITED (ACN: 121 122 183) in accordance with section 127 of the Corporations Act 2001 and in the presence of:		
 Director/Secretary	 Director	
 Print Name	 Print Name	
 Witness	 Witness	
 Print Name	 Print Name	
 DIRETOR	 DIRETOR	
LEVEL 4, SUITE 3, 724-728 GEORGE ST Occupation and address of witness SYDNEY NSW		Paul Sanderson Occupation and address of witness
1/3/2011 Date		21 Feb. 2011 Date
EXECUTION:		
SURVEYOR'S REFERENCE: 2272SPR01		

OFFICE USE ONLY

e-plan STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 12 sheet(s)

PLAN OF SUBDIVISION OF LOT 101
IN DP1160285

SP 84868

Registered:  7-6-2011

*OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 9/2011

Date: 6/5/2011

EXECUTION BY SUNCORP-METWAY PTY LIMITED:




SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME



WITNESS

724-728 George St
Sydney NSW

e-plan STRATA PLAN ADMINISTRATION SHEET		Sheet 8 of 12 sheet(s)
PLAN OF SUBDIVISION OF LOT 101 IN DP1160285		SP 84868
		Registered:  7-6-2011
Strata Certificate Details: Subdivision No: 9/2011 Date: 6/5/2011		
EXECUTION DAEWOO SECURITIES CO LTD. <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  _____ Signature of Witness </div> <div style="text-align: center;">  _____ Signature of authorized person </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <u>Dongjoon Lee</u> _____ Name of Witness </div> <div style="text-align: center;"> <u>Wan Gyu Yang</u> _____ Position of authorised person S.M </div> </div> <div style="margin-top: 20px;"> <u>Soul South Korea (FF Daewoo Securities B/D, 34-3 Yeoksido-dong, Yeongdeungpo-gu)</u> _____ Address of Witness </div> <div style="text-align: right; margin-top: 20px;"> 2/21/11 </div>		
SURVEYOR'S REFERENCE: 2272SPR01		

*OFFICE USE ONLY

e-plan STRATA PLAN ADMINISTRATION SHEET

Sheet 7 of 12 sheet(s)

PLAN OF SUBDIVISION OF LOT 101
IN DP1160285

SP 84868

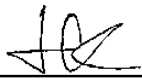
Registered:  7-6-2011

OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 9/2011

Date: 6/5/2011

EXECUTION KUMHO INVESTMENT BANK:

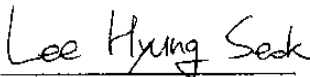


Signature of Witness



Signature of authorized
person

錦湖綜合金融株式會社
代表理事 金 球 大





Name of Witness



Position of authorised person

8th Fl., OPHS II Building,
#198, Euljiro 2-Ga, Sung-Gu,
Seoul, Korea

Address of Witness

e-plan STRATA PLAN ADMINISTRATION SHEET		Sheet 8 of 12 sheet(s)
<p>PLAN OF SUBDIVISION OF LOT 101 IN DP1160285</p>	<p style="font-size: 24px; text-align: center; font-weight: bold;">SP 84868</p>	
<p>Registered:  7-6-2011</p>		
<p>Strata Certificate Details: Subdivision No: 9/2011 Date: 6/5/2011</p>		
<p>EXECUTION BY DAEWOO CAPITAL CO LTD:</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p style="font-size: 24px; margin-bottom: 10px;"><i>[Signature]</i></p> <p>Signature of Witness</p> </div> <div style="width: 45%;"> <p style="font-size: 24px; margin-bottom: 10px;"><i>Lee Yun Suk</i></p> <p>Signature of authorized person</p> </div> </div> <div style="text-align: right; margin-top: 10px;"> <p>대전광역시 대우 아주캐피탈투자회사 대표이사 이운종</p>  </div> <div style="margin-top: 20px;"> <p style="font-size: 24px; margin-bottom: 10px;"><i>Choi Dong Seob</i></p> <p>Name of Witness</p> <p>1329-3 Cheongnam Building Socho-dong, Socho-gu, Seoul</p> <p>Republic of Korea</p> <p>Address of Witness</p> </div> <div style="margin-top: 20px;"> <p style="font-size: 24px; margin-bottom: 10px;"><i>Team Manager</i></p> <p>Position of authorised person</p> </div>		
<p>SURVEYOR'S REFERENCE: 2272SPR01</p>		


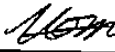
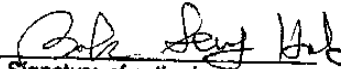
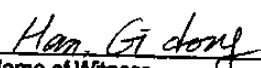
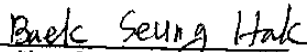

*OFFICE USE ONLY

e-plan STRATA PLAN ADMINISTRATION SHEET		Sheet 9 of 12 sheet(s)
PLAN OF SUBDIVISION OF LOT 101 IN DP1160285	<div style="text-align: center; font-size: 2em; font-weight: bold;">SP 84868</div> <div style="margin-top: 20px;"> Registered: 7-6-2011 </div>	
Strata Certificate Details: Subdivision No: 9/2011 Date: 6/5/2011		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EXECUTION BY HANA CAPITAL CO LTD:</p> <div style="margin-top: 20px;"> <p>Signature of Witness</p> </div> <div style="margin-top: 20px;"> <p><u>Pyeongyang Ko</u></p> <p>Name of Witness</p> </div> <div style="margin-top: 20px;"> <p><u>Nara 8/DC11th floor, 1328-3, Seocho-Dong, Seocho-Gu, Seoul, 137-858, Korea</u></p> <p>Address of Witness</p> </div> </div> <div style="width: 45%;"> <div style="margin-top: 20px;"> <p>Signature of authorized person</p> </div> <div style="margin-top: 20px;"> <p><u>TAE JEONG KIM</u></p> <p>Position of authorised person</p> </div> <div style="margin-top: 20px;"> <p><u>General Manager</u></p> </div> </div> </div> <div style="text-align: right; margin-top: 20px;"> <div style="display: flex; align-items: center;"> <div style="text-align: center;"> <p>서울시 서초구 서초동 1328-3 나라빌딩 7층</p> <p>하나캐피탈(주)</p> <p>代表理事 金宗俊</p> </div> </div> </div>		
SURVEYOR'S REFERENCE: 2272SPR01		

*OFFICE USE ONLY

FORM 3 (Part 2)

WARNING: Creasing or folding will lead to rejection

e-plan STRATA PLAN ADMINISTRATION SHEET		Sheet 10 of 12 sheet(s)
PLAN OF SUBDIVISION OF LOT 101 IN DP1160285		SP 84868 Registered:  7-6-2011
Single Certificate Details: Subdivision No: 9/2011 Date: 6/5/2011		
EXECUTION BY WOORI FINANCIAL CO LTD:		
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  Signature of Witness </div> <div style="text-align: center;">  Signature of authorized person </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  Name of Witness 14F Daeryung Secho Tower 1337-20 Secho-2dong, Secho-gu, Seoul, Korea Address of Witness </div> <div style="text-align: center;">  Position of authorised person General Manager 경기도 수원시 팔달구 인계동 1122-12 우리파이낸셜주식회사 대표이사 이 병 제 </div> </div> <div style="text-align: right; margin-top: 10px;">  </div>		
SURVEYOR'S REFERENCE: 2272SPR01		

STRATA PLAN FORM 3 (Part 2)

WARNING: Creasing or folding will lead to rejection

e-plan

STRATA PLAN ADMINISTRATION SHEET

Sheet 11 of 12 sheet(s)

PLAN OF SUBDIVISION OF LOT 101
 IN DP1160285

SP 84868

Registered: 7-6-2011

Strata Certificate Details: Subdivision No:

9/2011

Date:

6/5/2011

강원도 춘천시 주안로2가 96-101번지 우림은행충원지정4층

EXECUTION BY ENDEAVOR INC:

엔 데 버 주식회사

대표이사 정

현



Signature of Witness

Signature of authorized person

Park, Eun-Ji

C. E. O

Name of Witness


Position of authorised person

4th Floor, Woori-Bank Bldg., 96 Jungangno 2-ga, Chuncheon-City,
 Gangwon-Do, 200-042, Republic of Korea.

Address of Witness

SURVEYOR'S REFERENCE: 2272SPR01

OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET		Sheet 12 of 12 sheet(s)
PLAN OF SUBDIVISION OF LOT 101 IN DP1160285	SP 84868	
Registered:		 7-6-2011

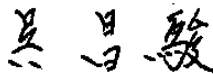
OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 9/2011

Date: 6/5/2011

EXECUTION BY NATIONAL AGRICULTURAL COOPERATIVE FEDERATION:


Signature of Witness


Signature of authorized person

서울특별시 중구 충정로1가 75번지

농업협동조합중앙회

신용대표이사 김 태 영



Kim Hyeon Bong
Name of Witness

OH CHANG JUN
Position of authorised person
General Manager

05, Chungjeong-ro 1ga, Jung-gu, Seoul, Korea
Address of Witness

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

(Sheet 1 of 12)

SP 84868

Plan of subdivision of lot 101
DP1160285 covered by strata
certificate number 9/2011

Full name and address of the owner of the land: Inmark DWS Pty Ltd ACN 121 122 183 of 12 Yamma
Street, Sefton NSW 2162

Part 1

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the use of land	3, 4, 5, 6, 8, 9, 14, 15, 16, 17, 19, 20, 22, 26 27, 28, 29, 31, 32, 33, 34, 35, 39, 40, 41, 42, 44, 45, 46, 47, 48, 52, 53, 54, 55, 57, 58, 59, 60, 61, 63, 64, 65, 66, 68 to 218 (inclusive) and 221 to 247 (inclusive)	City of Sydney Council
2.	Restriction on the use of land	219 and 220	City of Sydney Council
3.	Restriction on the use of land	Common property	City of Sydney Council
4.	Restriction on the use of land	1 to 218 (inclusive)	City of Sydney Council



.....
Council Authorised Person

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

(Sheet 2 of 12)

SP 84868

Plan of subdivision of lot 101
DP1160285 covered by strata
certificate number 9/2011

Part 2

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

- 1.1. Each of the on-site car parking spaces and storage spaces in the Building may only be used by a person who is a resident of an Apartment in the Building. This restriction does not apply to the Commercial Car Parking Spaces.
- 1.2. This restriction may only be released, varied or modified by the Council.

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

- 2.1. Each of the on-site Commercial Car Parking Spaces in the Building may only be used by a person who is an occupant of the Commercial/Retail Building.
- 2.2. This restriction may only be released, varied or modified by the Council.

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

- 3.1. No part of the common property, apart from the on-site service vehicle parking spaces (which are to be used only for the loading and unloading of service and courier vehicles) and the motorcycle and bicycle spaces (which are to be used only for the parking of motorcycles and bicycles), is to be used for parking or storage of vehicles or boats.
- 3.2. This restriction may only be released, varied or modified by the Council.

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

- 4.1. Subject to the provisions of clause 4.2, those parts of the Building comprising Apartments may only be used and occupied for the sole purpose of permanent residential accommodation and may not be used for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like other than in accordance with the Sydney Local Environmental Plan 2005.
- 4.2. An Apartment referred to in clause 4.1 may be used for any purpose outside that specified in that clause if there is in place the relevant Development Consent for that use.
- 4.3. This restriction may only be released, varied or modified by the Council.


.....
Council Authorised Person

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

(Sheet 3 of 12)

SP 84868

Plan of subdivision of lot 101
DP1160285 covered by strata
certificate number 9/2011

Part 2 continued

5. Definitions

"Apartment" means a Lot or part of a Lot which comprises a residential apartment.

"Building" means the building or buildings erected on the Land: the expression includes all modifications, additions, alterations and extensions to the building or buildings (regardless of whether they are made before or after the date of registration of this Instrument).

"Commercial Car Parking Spaces" means those car parking spaces on basement level 1 of the Building identified as R20 on DP1160285.

"Commercial/Retail Building" means the building erected on Lot 100 in DP1160285.

"Development Consent" means a consent to a development application issued under the *Environmental Planning and Assessment Act 1979 (NSW)*: the expression includes all amendments and variations to that consent.

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan.

"Plan" means the plan to which this Instrument relates.


6. Interpretation

6.1. In this Instrument,

(a) any reference to:

- (i) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (ii) a thing includes the whole or each part of it; and
- (iii) the singular includes the plural and vice versa; and

(b) headings do not affect the interpretation of this Instrument.


.....
Council Authorised Person

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

e-plan

SP 84868

(Sheet 4 of 12)

Plan of subdivision of lot 101 in DP
1160285

9/2011

EXECUTION:

Dated the day of 2011

Registered Proprietor:


Signed by Inmark DWS Pty Ltd ACN 121 122 183 in accordance with section 127 of the *Corporations Act 2001 (NSW)*

SOA

Director/Secretary

SEIL KIM

Print name

[Signature] 

Director

Wan Gye Yang

Print name

2/21/11

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

e-plan

(Sheet 5 of 12)

SP 84868

Plan of subdivision of lot 101
DP1160285 covered by strata
certificate number 9/2011

Registered mortgagee:

Executed by Suncorp-Metway Pty Limited

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3659 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME




WITNESS

724-728 George St
Sydney NSW

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

e-plan

SP 84868

(Sheet 6 of 12)

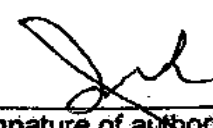

Plan of subdivision of lot 101 in DP
1160285

9/2011

Registered Mortgagee:

Execution by Daewoo Securities Co Ltd


Signature of Witness

 
Signature of authorized
person

Dong Joan Lee
Name of Witness

Wan Gyu Yang
Position of authorised person

Seoul, South Korea (4F Daewoo Securities Bldg, 3 Yeouido-dong, Yeongdeungpo-gu)
Address of Witness

2/21/11

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

e-plan

SP 84868

(Sheet 7 of 12)

Plan of subdivision of lot 101 in DP
1160285

9/2011

Registered Mortgagee:

Execution by Kumho Investment Bank



Signature of Witness



Signature of authorized
person

光州廣城市東區錦南路5街127
錦湖綜合金融株式會社
代表理事 金 琮 大

Lee Hyung Seok

Name of Witness

8th Fl., OPUS II Building,
#198, Euljiro 2-Ga, Jung-Gu,
Seoul, Korea

Address of Witness

General Manager

Position of authorised person

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

e-plan

SP 84868

(Sheet 8 of 12)

Plan of subdivision of lot 101 in DP
1160285

9/20/11

Registered Mortgagee:

Execution by Daewoo Capital Co Ltd

대전광역시 대덕구 송촌동 22-3
아주캐피탈투자회사
대표이사 이 윤 중



[Handwritten signature]

Signature of Witness

Lee Yun seok

Signature of authorized
person

Choi Dong Seob

Name of Witness

1329-3 Cheongnam Building
Socho-dong, Socho-gu, Seoul

Team manager

Position of authorised person

Republic of Korea

Address of Witness

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

e-plan

SP 84868

(Sheet 9 of 12)

Plan of subdivision of lot 101 in DP
1160285

9/20/11

Registered Mortgagee:

Execution by Woori Financial Co Ltd

Ham
Signature of Witness

Back Seung Halc
Signature of authorized
person

Ham, Gi-dong
Name of Witness

Back Seung Halc
Position of authorised person
General Manager

14F Daeryung Secho Tower B37-20
Secho-2dong, Secho-gu, Seoul, Korea
Address of Witness

경기도 수원시 팔달구 인계동 1122-12
우리파이낸셜주식회사
대표이사 이 병 재



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

e-plan

SP 84868

(Sheet 10 of 12)

Plan of subdivision of lot 101 in DP
1160285

9/2011

Registered Mortgagee:

Execution by Hana Capital Co Ltd


Signature of Witness

Byung Yang Ko
Name of Witness

Nara B/D (27th floor), 1328-3,
Seocho-Dong, Seocho-Gu,
Seoul, 137-858, Korea
Address of Witness

서울시 서초구 서초동 1328-3 나라빌딩 7층
하나캐피탈(주)
代表理事 金宗俊
Signature of authorized
person

TAE JEONG KIM
Position of authorised person
General Manager



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

e-plan

SP 84868

(Sheet 11 of 12)

Plan of subdivision of lot 101 in DP
1160285

9/2011

Registered Mortgages:

Execution by Endeavor Inc



Signature of Witness

Park, Eun-Ji

Name of Witness

4th Floor, Woori-Bank Bldg., 96 Jungangno 2-ga,
Chuncheon-City, Gangwon-Do, 200-042, Republic of Korea.

Address of Witness

강원도 춘천시 중앙로2가 96, 101번지 우리은행춘천지점4층

엔 테 버 주식회사
대표이사 정 현

Signature of authorized
person

C, E, O

Position of authorised person



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

e-plan

SP 84868

(Sheet 12 of 12)

Plan of subdivision of lot 101 in DP
1160285

9/2011

Registered Mortgagee:

Execution by National Agricultural Cooperative Federation

서울특별시 중구 충정로1가 75번지

농업협동조합중앙회

신용대표이사 김 태 영



Signature of Witness



Signature of authorized
person

Kim Hyeong Bong

Name of Witness

OH CHANG JUN

Position of authorised person
General Manager

15, Chungjeong-ro 1ga, Jung-gu, Seoul, Korea.

Address of Witness



REGISTERED



7-6-2011

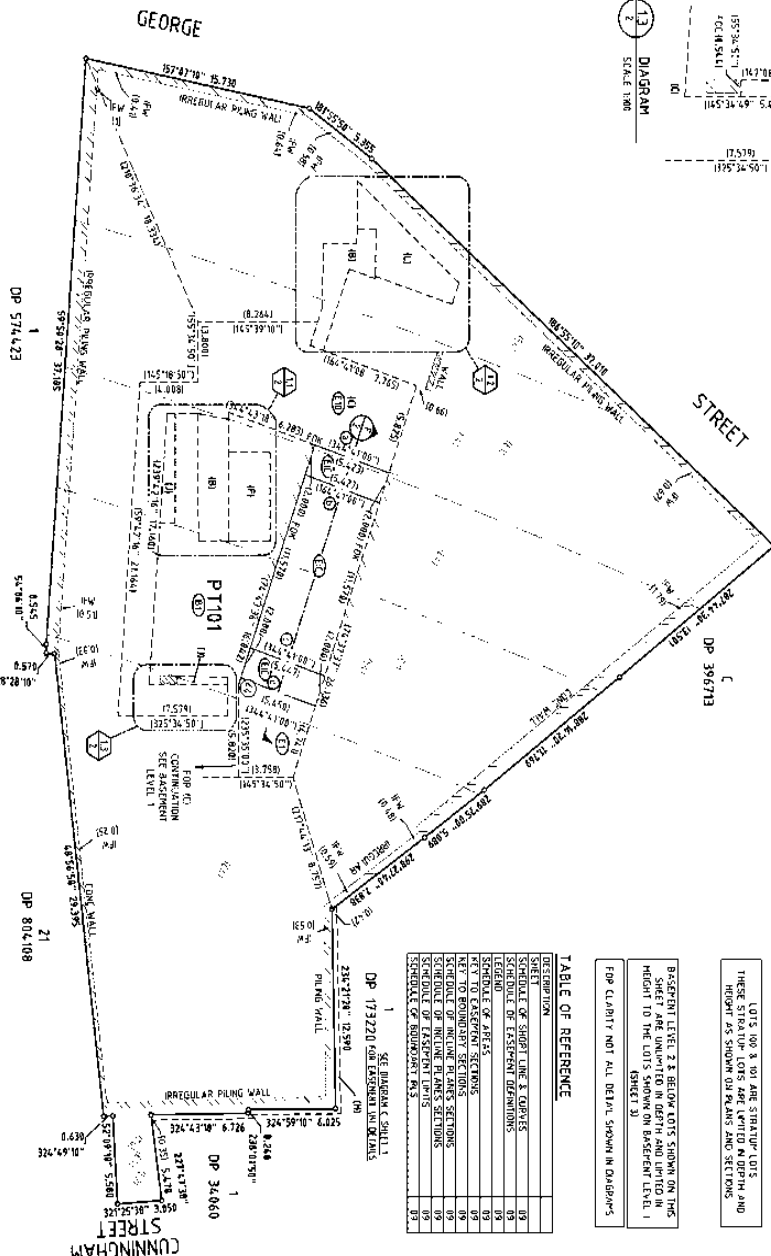
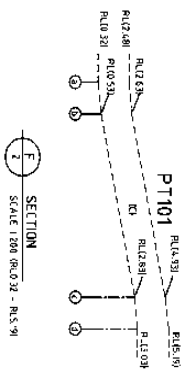
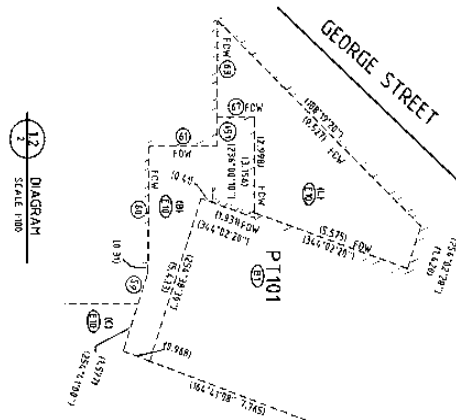


TABLE OF REFERENCE	
TOE TRAP (10N)	
SHEET	
SCHEDULE OF SHORT LINE & CUPVES	09
SCHEDULE OF EXISTENT DEFINITIONS	09
LEGEND	09
SCHEDULE OF AREAS	09
KEY TO EASTERN SECTIONS	09
KEY TO BOUNDARY SECTIONS	09
SCHEDULE OF INLAND PLAINS SECTIONS	09
SCHEDULE OF INLAND PLAINS SECTIONS	09
SCHEDULE OF EASTERN PLAINS	09
SCHEDULE OF BOUNDARY PLAINS	09

FOR CLARITY NOT ALL DETAILS SHOWN IN DIAGRAMS

THESE STRATUP LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

(E1) EASEMENT FOR RAILWAY TRANSIT 9.145 WIDE 1/4DC TRANSFER NO. L3197701
(E2) EASEMENT FOR DRAINAGE WORKS & OTHER WORKS 1/4DC GOV. GAZETTE 09/06/1972 (FOLIO 2243)
(E4) EASEMENT FOR NOISE, VIBRATION & ELECTROLYSIS - ADJ. 15885 (WHOLE OF LOT)

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

Surveyor : ANTHONY GUY MITCHELL
Date of Survey : 18 Jun 2000
Surveyor's Ref : 2225701

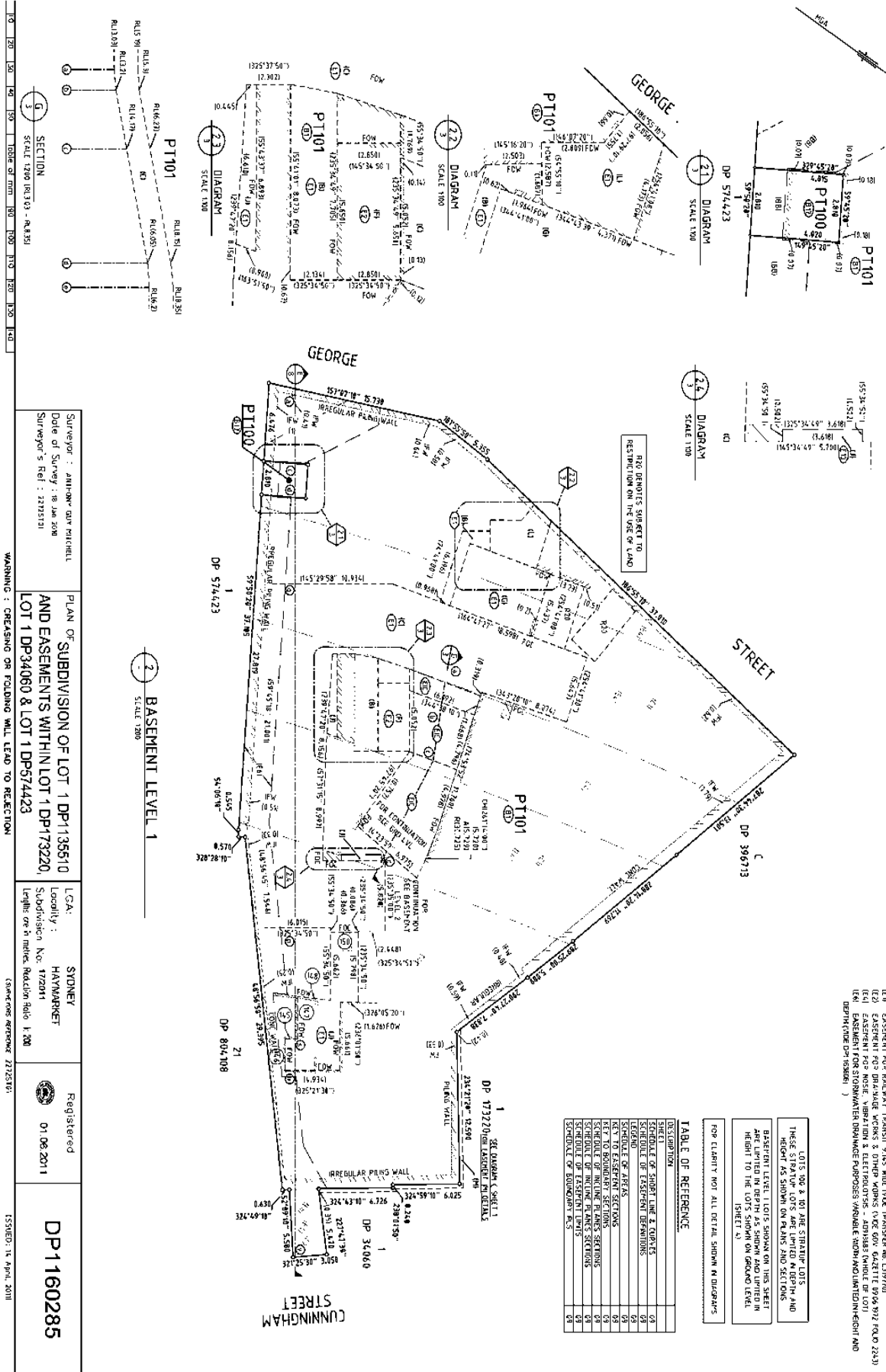
PLAN OF SUBDIVISION OF LOT 1 DP1135510
AND EASEMENTS WITHIN LOT 1 DP173220,
LOT 1 DP34060 & LOT 1 DP574423

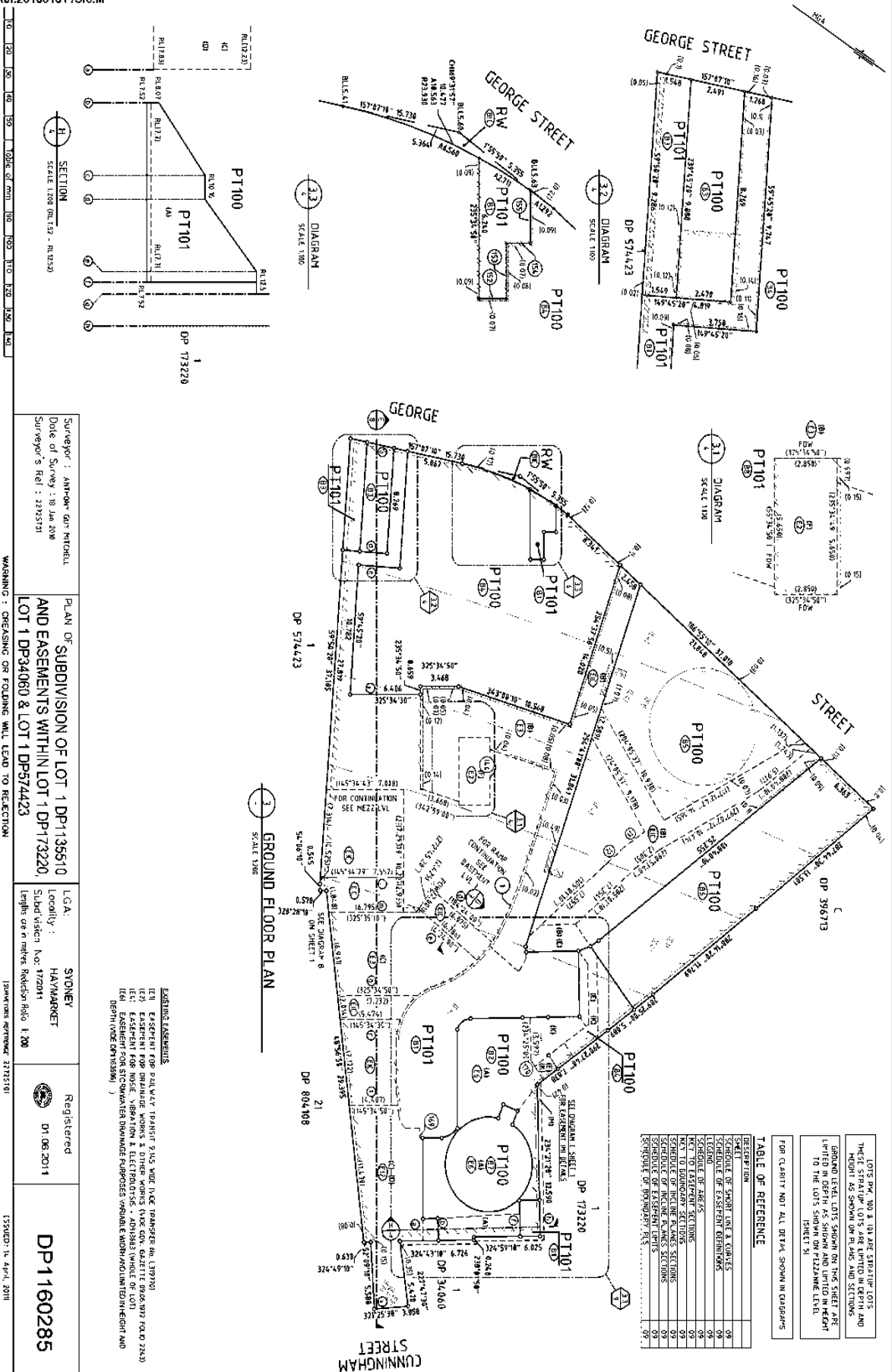
LGA: SYDNEY
Locality: HAYMARKET
Subdivision No: 172011
Lengths are in metres. Reduction Ratio 1:200

Registered
01.06.2011

DP1160285

ISSUED: 14 April, 2011



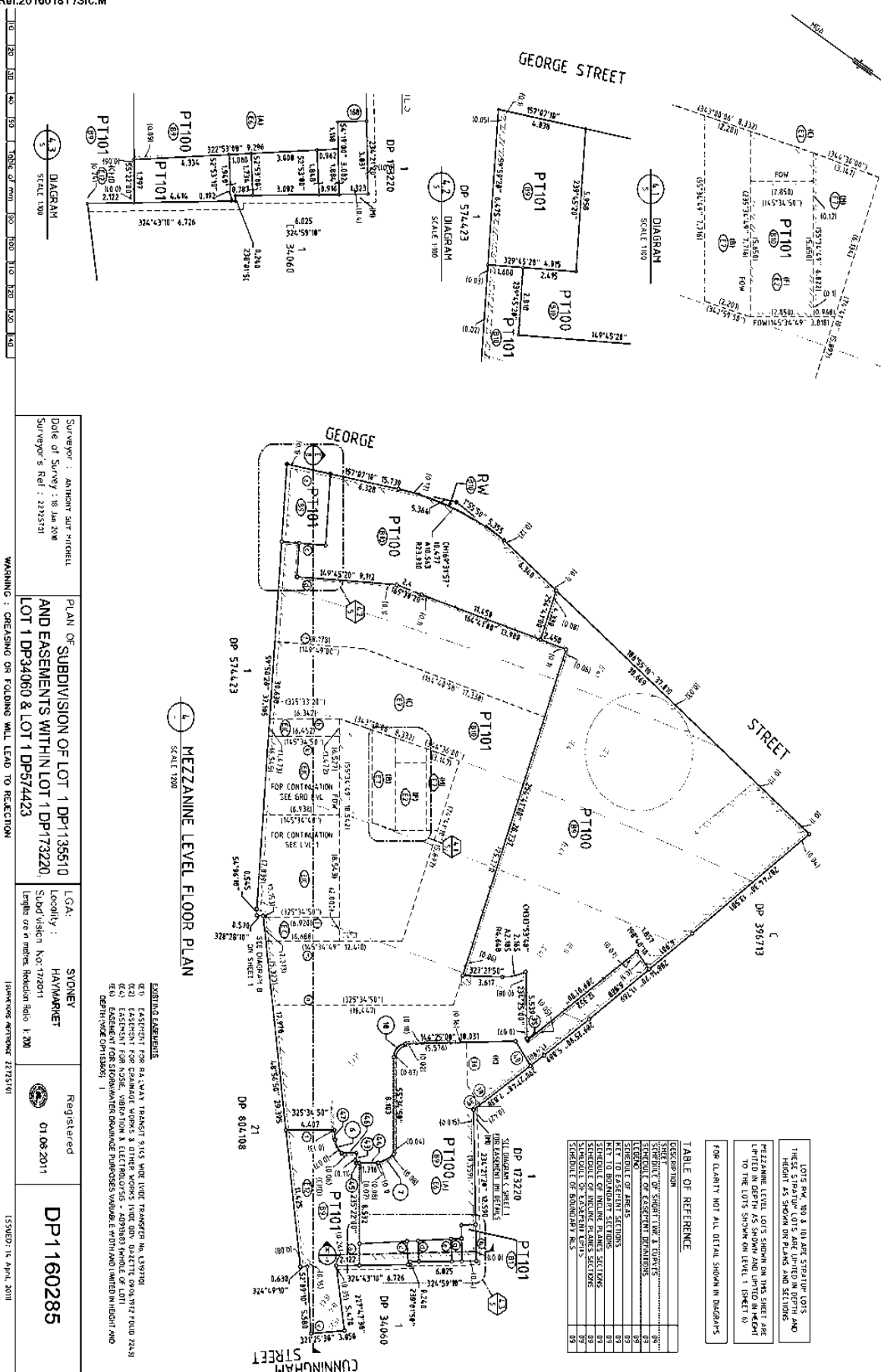


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

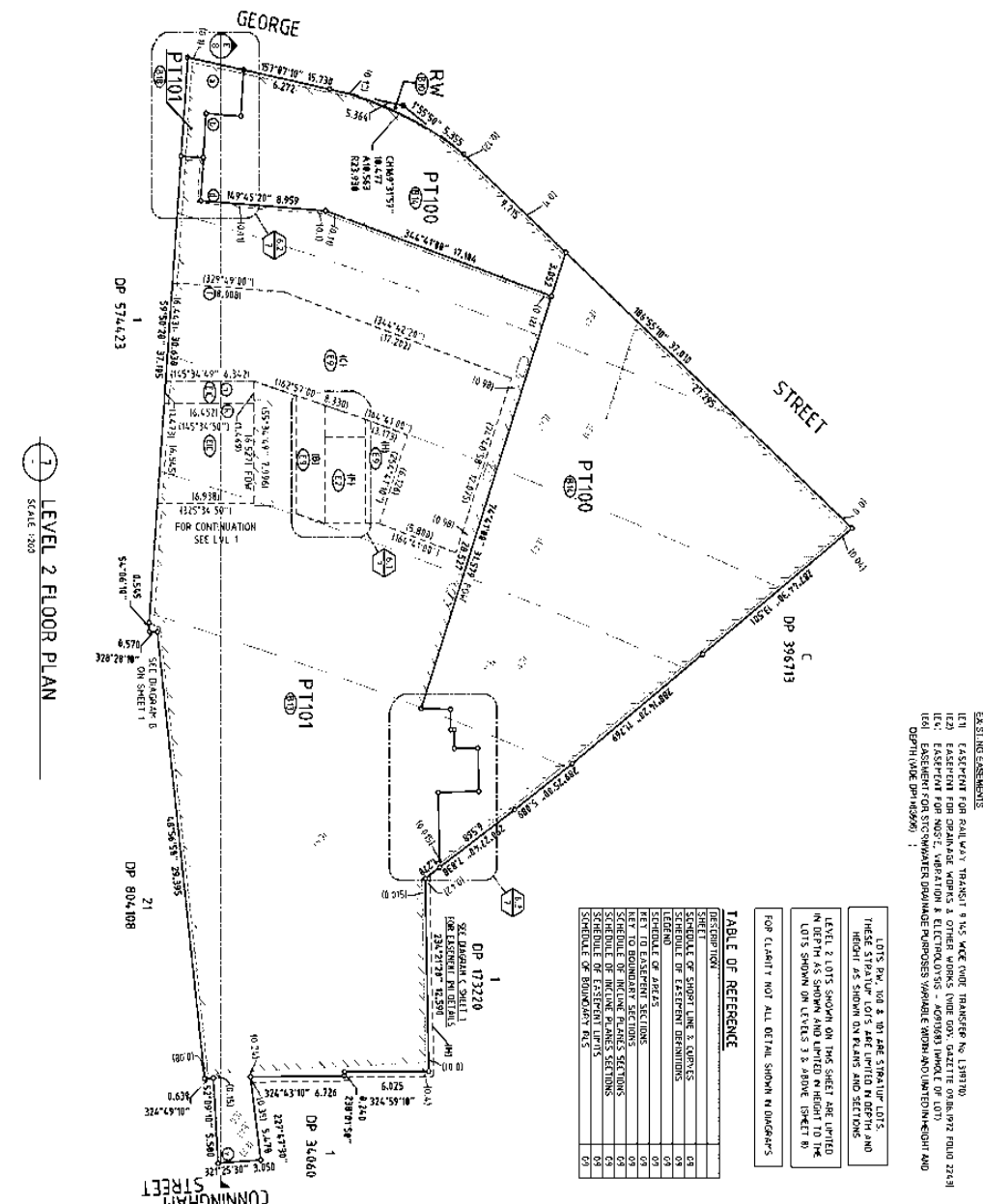
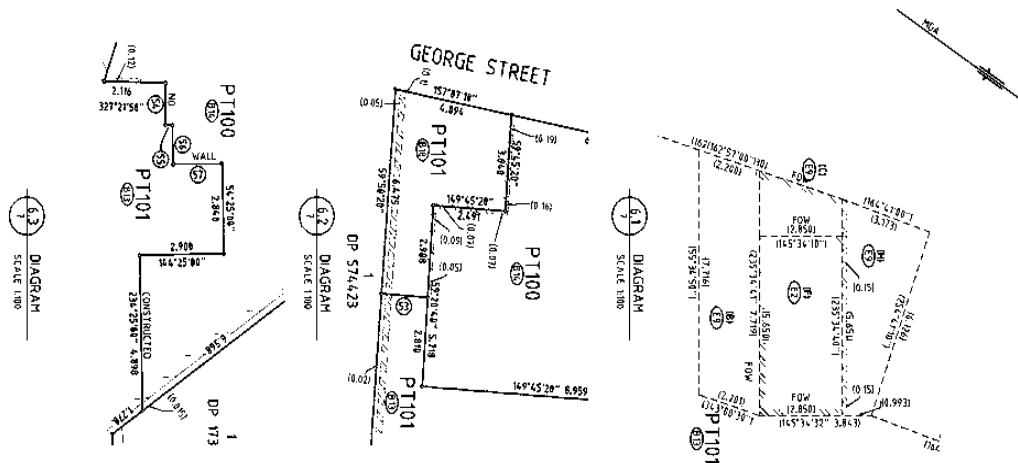
SHEET 4 OF 9 SHEETS

<p>Surveyor: ANTHONY GUY MITCHELL Date of Survey: 18 Jan 2008 Surveyor's Ref: 2275721</p>	<p>PLAN OF SUBDIVISION OF LOT 1 DP1135510 AND EASEMENTS WITHIN LOT 1 DP173220, LOT 1 DP34060 & LOT 1 DP574423</p>
<p>LGA: SYDNEY Locality: HAYMARKET Subdiv: No. 172001 Length: see n.m. map, Section 88(1) 1:200</p>	<p>Registered DP 06/2011</p>
<p>ISSUED: 14 April 2011</p>	<p>DP1160285</p>

TABLE OF REFERENCE	
LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
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Surveyor : ANTHONY GUY MITCHELL
Date of Survey : 18 Jan 2000
Surveyor's Ref : 2225731

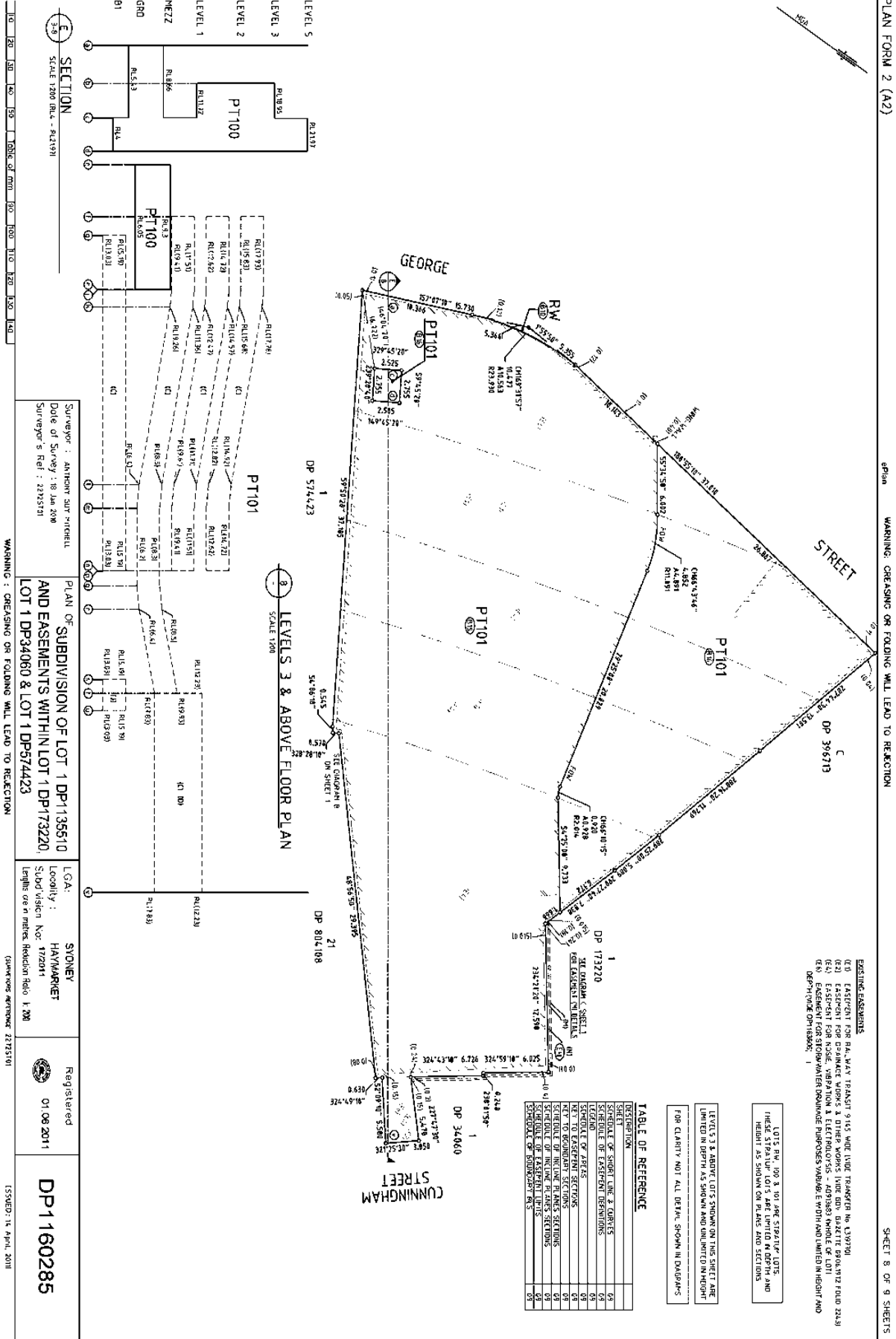
PLAN OF SUBDIVISION OF LOT 1 DP1135510
AND EASEMENTS WITHIN LOT 1 DP173220,
LOT 1 DP34060 & LOT 1 DP574423

LGA: SYDNEY
Locality: HAYMARKET
Subdivision No: 172011
Lengths are in metres Reduction Ratio: 1:200

Registered
01.06.2011

DP1160285

ISSUED: 14 April, 2011



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF CREATED EASPERINI DEFINITIONS

[illegible]

GENERAL NOTES

1. ALL PLS. ARE ON A DASH
2. UNLESS OTHERWISE NOTED, ALL PLS. REFER TO A HORIZONTAL PLANE
3. UNLESS OTHERWISE NOTED, ALL BREAKS ARE FACED OR WALL OR COLUMN
4. ALL BOUNDARY AND EASEMENT OPENINGS ARE TO MAIN STRUCTURE AND BLOCK WALLS WITHOUT A FINISHED SURFACE SUCH AS REPAIR OR CLADDING
5. SECTION ARE ALONG CENTER OF INCLINE PLANE UNLESS OTHERWISE NOTED
6. TYPICAL FLOOR PL. DENOTES TOP OF CONCRETE SLAB

LEGEND

KEY	DESCRIPTION
B1	DEVELOPS BASIC SKILL 1
B2	DEVELOPS BASIC SKILL 2
B3C	DEVELOPS FUNDAMENTAL SKILL OF PLANT
F4M	DEVELOPS FACT OF VALUE
F5	DEVELOPS PRODUCTIVITY
F6	DEVELOPS FACT OF VALUE
F7	DEVELOPS FACT OF VALUE
L1	DEVELOPS FACT OF VALUE
L2	DEVELOPS FACT OF VALUE
L3	DEVELOPS FACT OF VALUE
S4	DEVELOPS FACT OF VALUE
S5	DEVELOPS FACT OF VALUE
S6	DEVELOPS FACT OF VALUE
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S97	DEVELOPS FACT OF VALUE
S98	DEVELOPS FACT OF VALUE
S99	DEVELOPS FACT OF VALUE
S100	DEVELOPS FACT OF VALUE

KEY TO SECTIONS

1	PL 10.4
2	PL 10.5
3	PL 5.6
4	PL 6.5
5	PL 5.6
6	PL 6.2
7	PL 7.2
8	PL 6.5
9	PL 6.6
10	PL 9.1
11	PL 12.5
12	PL 11.2
13	PL 5.3
14	PL 5.3
15	PL 8.9
16	PL 21.9
17	PL 8.0
18	PL 16.6

"E" SCHEDULE OF EASEMENT LIMITS

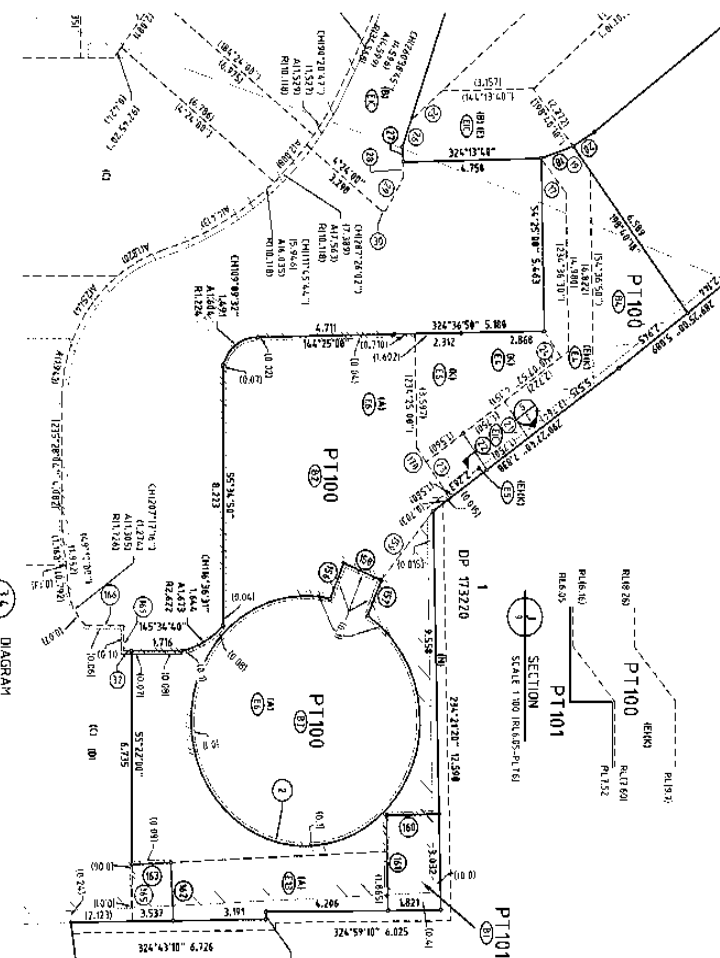
(C) Lower	Upper
1 RL 3.03	5 RP
2 RL 0.99	17.93
3 RL 6.20	8.35
4 RL 6.06	8.26
5 RL 7.60	9.70
6 RL 7.70	11.70
7 RL 9.41	11.51
8 RL 12.62	14.72
9 RL 15.83	17.93
10 RL 0.32	2.48
11 RL 2.51	10.29
12 RL 7.83	12.21
13 RL 7.77	SEE SECTION
14 RL 2.18	
15 RL 24.05	
16 RL UD	

SCHEDULE OF SHORT LINES

-se- -bre		-ne -dine		-ne -dine		-ne -dine		
Long	Short	Long	Short	Long	Short	Long	Short	
1	1:49:57.9	2:23.5	51	3:27:27.2	0:26.7	142	2:22:08.7	7:48.1
17	2:59:10.9	2:37.2	52	5:53:36.4	1:15.5	163	3:35:22.9	13:32.4
18	3:57:25.7	1:40.0	53	11:47:10.0	4:49.0	164	2:35:22.0	5:58.9
19	3:28:28.2	1:14.9	54	5:57:31.4	1:12.5	165	4:57:57.4	13:18.9
20	1:47:37.4	-	55	5:41:27.0	0:26.1	166	3:57:14.7	11:39.5
21	1:46:30.3	-2:05	56	5:28:56.5	1:24.7	167	5:57:31.4	6:37.7
23	2:01:17.5	-2:17	57	3:28:28.4	-	170	2:49:15.2	1:35.5

SCHEDULE OF CURVES

Curve	Chord Bearing	Chord Distance	Area	Radius
1	80°38'45"	4,599	34,568	1,000
2	84°15'43"	21,411	23,411	1,359
6	28°17'34"	1,395	4,395	1,736
7	119°28'31"	1,815	4,615	1,860
12	99°51'30"	1,682	4,482	1,859



LOT	LEVEL							TOTAL
	B2	B1	GR	ME22	L1	L2	L3	
100	0	11	1118	\$57	136	733	0	3559
101	104.9	193.8	67.9	1088	1213	1210	68.7	1101.8
102	0	0	0	2	2	2	2	10
TOTAL	115.0	194.9	1294.9	194.9	1264.9	1754.9	68.9	

Surveyor : ANTHONY GUY
Date of Survey : 18 Jan 2001
Surveyor's Ref : 2272570

PLAN OF SUBDIVISION OF LOT 1 DP1135510
AND EASEMENTS WITHIN LOT 1 DP1732200
LOT 1 DP34060 & LOT 1 DP574423

LGA: SYDNEY
Locality: HAYMA
Subdivision No: 17/2011

Registered
01.06.2011

DP1160285

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

(SURVIVORS REFERENCE 2272510)

ISSUED: 14 April, 2011

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 14 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

DP1160285

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE EASEMENT FOR NOISE, VIBRATION & ELECTROLYSIS CREATED BY AD913683.

Registered:  01.06.2011
 Title System: TORRENS
 Purpose: SUBDIVISION

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:

1. RIGHT TO USE LOADING BAY VARIABLE WIDTH LIMITED IN STRATUM (A)
2. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (B)
3. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (C)
4. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D)
5. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E)
6. RIGHT TO USE LIFT 2.85 WIDE LIMITED IN STRATUM (F)
7. RIGHT TO USE SERVICE BAY VARIABLE WIDTH LIMITED IN STRATUM (G)
8. RIGHT TO USE MOTORCYCLE PARKING VARIABLE WIDTH LIMITED IN STRATUM (H)
9. RIGHT TO USE BICYCLE STORAGE AND FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (J)

PLAN OF SUBDIVISION OF LOT 1
 DP1135510 AND EASEMENTS
 WITHIN LOT 1 DP173220, LOT 1
 DP34060 & LOT 1 DP574423

LGA: SYDNEY
 Suburb/Locality: HAYMARKET
 Parish: ST LAWRENCE
 County: CUMBERLAND

(continued on next sheet)

SEE ADDITIONAL SHEETS FOR SIGNATURES

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown
 herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.106J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **SUBDIVISION** set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier


Consent Authority: **CITY OF SYDNEY**
 Date of Endorsement: **13 APRIL 2011**
 Accreditation no:
 Subdivision Certificate no: **17/2011**
 File no: **5/2010/61**

* Delete whichever is inapplicable.

Surveying Regulation, 2006

I, ANTHONY GUY MITCHELL
 of STRATASURV PO BOX 305 FIVE DOCK NSW 2046
 a surveyor registered under the Surveying Act, 2002, certify that the survey
 represented in this plan is accurate, has been made in accordance with the
 Surveying Regulation, 2006 and was completed
 on: 18-01-2011

The survey relates to
 LOT100 & 101, ROAD WIDENING AND EASEMENTS
 (specify the land actually surveyed or specify any land shown in the plan that
 is not the subject of the survey)

Signature:  Dated: 16/02/11
 Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y"
 Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP1135510
 DP804108
 DP1161348

(If insufficient space use Plan Form 6A separate sheet)

SURVEYOR'S REFERENCE: 2272ST01

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 14 sheet(s)

PLAN OF SUBDIVISION OF LOT 1
DP1135510 AND EASEMENTS
WITHIN LOT 1 DP173220, LOT 1
DP34060 & LOT 1 DP574423

DP1160285

Registered:



01.06.2011

Subdivision Certificate No:

17/2011

Date of Endorsement:


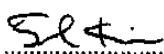
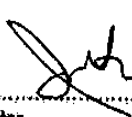

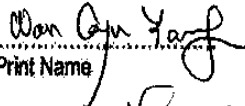


13 APRIL 2011

10. EASEMENT FOR DRAINAGE AFFECTING THE WHOLE THE LOT
11. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
12. EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT.
13. EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LOT.
14. EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT.
15. RIGHT TO USE GARBAGE HOIST VARIABLE WIDTH LIMITED IN STRATUM (K)
16. EASEMENT FOR GREASE ARRESTOR VARIABLE WIDTH LIMITED IN STRATUM (L)
17. RESTRICTION ON THE USE OF LAND
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. RESTRICTION ON THE USE OF LAND
21. RESTRICTION ON THE USE OF LAND
22. EASEMENT TO PERMIT GUTTER OVERHANG AND DRAINAGE 0.35 WIDE AND VARIABLE LIMITED IN STRATUM (M)
23. EASEMENT TO PERMIT WINDOW OPENINGS 0.2 WIDE LIMITED IN STRATUM (N)
24. EASEMENT FOR ENCRDACHING STRUCTURE AND MAINTENANCE 0.1 WIDE LIMITED IN STRATUM (P)

THE DEFINITION OF THE ALIGNMENT

CAMPBELL ST, CUNNINGHAM ST
OF & GEORGE ST
TO THE EXTENT SHOWN HEREON IS
SATISFACTORY TO THE COUNCIL OF
THE CITY OF SYDNEY.

APRIL 13 . 2011

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 14 sheet(s)
PLAN OF SUBDIVISION OF LOT 1 IN DP1135510 AND EASEMENTS WITHIN LOT 1 IN DP173220 AND LOT 1 IN DP34060		DP1160285
Registered:  01.06.2011		*OFFICE USE ONLY
Subdivision Certificate No: 17/2011 Date of Endorsement: 13 APRIL 2011		
SIGNED by INMARK DWS PTY LIMITED (ACN: 121 122 183) in accordance with section 127 of the Corporations Act 2001 and in the presence of:		
 Director/Secretary		 Director
 Print Name		 Print Name
Address		Address
 Witness		 Witness
TAE JIN JI Print Name		Dang joon Lee Print Name
Address		Address
1 / 3 / 2011 Date		21. Feb. 2011 Date
SURVEYOR'S REFERENCE: 2272ST01		

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 14 sheet(s)

PLAN OF SUBDIVISION OF LOT 1
DP1135510 AND EASEMENTS
WITHIN LOT 1 DP173220, LOT 1
DP34060 & LOT 1 DP574423

DP1160285

Registered:



01.06.2011

Subdivision Certificate No:

17/2011

Date of Endorsement: 13 APRIL 2011

EXECUTION BY SUNCORP METWAY PTY LIMITED:

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

WITNESS

Rakhee Vasudev

L2 56 Pitt St, Sydney

*OFFICE USE ONLY

SURVEYOR'S REFERENCE: 22725T01

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 14 sheet(s)
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP1135510 AND EASEMENTS WITHIN LOT 1 IN DP173220 AND LOT 1 IN DP34060</p>	<div style="text-align: center; font-size: 24px; font-weight: bold;">DP1160285</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> Registered: 01.06.2011 </div>	
<div style="display: flex; justify-content: space-between;"> Subdivision Certificate No: 17/2011 Date of Endorsement: 13 APRIL 2011 </div>		
<p>EXECUTION BY DAEWOO SECURITIES CO LTD:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>Signature of Witness</p> </div> <div style="text-align: center;"> <p>Signature of authorized person</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p><i>Peng joon Lee</i></p> <p>Name of Witness</p> </div> <div style="text-align: center;"> <p><i>Wan Gyu Yang</i></p> <p>Position of authorised person</p> </div> </div> <div style="margin-top: 20px;"> <p><i>Seoul South Korea (4F Daewoo Securities Bldg 34-3, Yeouido-dong, Yeongdeungpo-gu)</i></p> <p>Address of Witness</p> </div> <div style="margin-top: 20px; text-align: right;"> <p><i>S.M 2/21/11</i></p> </div>		
<p>SURVEYOR'S REFERENCE: 2272ST01</p>		

*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 14 sheet(s)

PLAN OF SUBDIVISION OF LOT 1
IN DP1135510 AND EASEMENTS
WITHIN LOT 1 IN DP173220 AND
LOT 1 IN DP34060

DP1160285

Registered:



01.06.2011

Subdivision Certificate No:

17/2011

Date of Endorsement: 13 APRIL 2011

EXECUTION KUMHO INVESTMENT BANK:

Signature of Witness

Signature of authorized
person

光州廣域市 東區 錦南路5街127
錦湖綜合金融株式會社
代表理事 金 琰 大



Lee Hyung Seok

Name of Witness

8th Fl., OPUS II Building,
#190, Eulji-ro 2-Ga, Jung-Gu,
Seoul, Korea

Address of Witness

General Manager

Position of authorised person

*OFFICE USE ONLY

PLAN FORM 6a (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection.

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 14 sheet(s)
PLAN OF SUBDIVISION OF LOT 1 IN DP1135510 AND EASEMENTS WITHIN LOT 1 IN DP173220 AND LOT 1 IN DP34060	<div style="text-align: center; font-size: 24px; font-weight: bold;">DP1160285</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> Registered: 01.06.2011 </div>	
<div style="display: flex; justify-content: space-between;"> Subdivision Certificate No: 17/2011 Date of Endorsement: 13 APRIL 2011 </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EXECUTION BY DAEWOO CAPITAL CO.LTD:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>Signature of Witness</p> </div> <div style="text-align: center;"> <p>Signature of authorized person</p> </div> </div> <div style="margin-top: 20px;"> <p><u>Choi Dong seob</u></p> <p>Name of Witness</p> <p>1329-3 Cheongnam Building</p> <p>Socho-dong, Socho-gu, Korea Seoul</p> <p>Republic of Korea</p> <p>Address of Witness</p> </div> <div style="width: 45%; text-align: center;"> <p>대전광역시 대덕구 송촌동 1329-3</p> <p>아주캐피탈주식회사</p> <p>대표이사 이 윤 중</p> <p>Team manager</p> <p>Position of authorised person</p> </div> </div> </div>		
SURVEYOR'S REFERENCE: 2272ST01		

*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 8 of 14 sheet(s)
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP1135510 AND EASEMENTS WITHIN LOT 1 IN DP173220 AND LOT 1 IN DP34060</p>	<div style="text-align: center; font-size: 24px; font-weight: bold;">DP1160285</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> Registered: 01.06.2011 </div>	
<div style="display: flex; justify-content: space-between;"> Subdivision Certificate No: 17/2011 Date of Endorsement: 13 APRIL 2011 </div>		
<p>EXECUTION BY WOORI FINANCIAL CO LTD:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>Signature of Witness</p> </div> <div style="text-align: center;"> <p>Signature of authorized person</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p><i>Han, Gidong</i></p> <p>Name of Witness</p> <p>14F Daeryung Secho Tower (33)-20</p> <p>Secho-2dong, Secho-gu, Seoul, Korea</p> <p>Address of Witness</p> </div> <div style="text-align: center;"> <p><i>Baek Seung Hae</i></p> <p>Position of authorised person</p> <p>General Manager</p> <p>경기도 수원시 팔달구 일죽동 1122-12</p> <p>우리파이낸셜투자회사</p> <p>대표이사 이 병 재</p> </div> </div>		
<p>SURVEYOR'S REFERENCE: 2272ST01</p>		

*OFFICE USE ONLY



DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 9 of 14 sheet(s)
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP1135510 AND EASEMENTS WITHIN LOT 1 IN DP173220 AND LOT 1 IN DP34060</p>	<div style="text-align: center; font-size: 24px; font-weight: bold;">DP1160285</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> Registered: 01.06.2011 </div>	
Subdivision Certificate No: 17/2011	Date of Endorsement: 13 APRIL 2011	
<p>EXECUTION BY HANA CAPITAL CO.LTD:</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p style="text-align: center;"> Signature of Witness </p> <p style="text-align: center; margin-top: 20px;"> <u>Byoung yong Ko</u> Name of Witness Nara B/D (11th Floor), 1328-3, Seocho-Dong, Seocho-Gu, Seoul, 151-858, Korea Address of Witness </p> </div> <div style="width: 45%;"> <p style="text-align: center;"> Signature of authorized person </p> <p style="text-align: center; margin-top: 20px;"> <u>TAE JEONG KIM</u> Position of authorised person General Manager </p> </div> </div> <div style="text-align: right; margin-top: 10px;"> <p>서울시 서초구 서초동 1328-3 나라빌딩 7층</p> <p style="font-size: 18px; font-weight: bold;">하나캐피탈(주)</p> <p style="font-size: 18px; font-weight: bold;">代表理事 金宗俊</p> </div>		
<p>SURVEYOR'S REFERENCE: 22725T01</p>		

*OFFICE USE ONLY

PLAN FORM 6a (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 10 of 14 sheet(s)
PLAN OF SUBDIVISION OF LOT 1 IN DP1135510 AND EASEMENTS WITHIN LOT 1 IN DP173220 AND LOT 1 IN DP34060		DP1160285
Registered:  01.06.2011		OFFICE USE ONLY
Subdivision Certificate No: 17/2011 Date of Endorsement: 13 APRIL 2011		
EXECUTION BY ENDEAVOR INC:		
강릉도 순천시 중앙로2가 96,101번지 우의순행운점지점		
엔 데 버 주식회사		
대표이사 정 현		
		
Signature of Witness		Signature of authorized person
Park, Eun-Ji		C. E. O
Name of Witness		Position of authorised person
4th Floor, Woori-Bank Bldg., 96 Jungangro 2-ga,		
Chuncheon-City, Gangwon-Do, 200-042, Republic of Korea.		
Address of Witness		
SURVEYOR'S REFERENCE: 22725T01		

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 11 of 14 sheet(s)
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP1135510 AND EASEMENTS WITHIN LOT 1 IN DP173220 AND LOT 1 IN DP34060</p>	<div style="text-align: center; font-size: 24px; font-weight: bold;">DP1160285</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> Registered: 01.06.2011 </div>	
<div style="display: flex; justify-content: space-between;"> Subdivision Certificate No: 17/2011 Date of Endorsement: 13 APRIL 2011 </div>		
<p>EXECUTION BY NATIONAL AGRICULTURAL COOPERATIVE FEDERATION:</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p>Signature of Witness</p> <p><u>Kim Hyeon Bong</u></p> <p>Name of Witness</p> </div> <div style="text-align: center;"> <p>Signature of authorized person</p> <p><u>OH CHANG JUN</u></p> <p>Position of authorised person General Manager</p> </div> <div style="text-align: center;"> <p>서울특별시 중구 충정로1가 75번지 농업협동조합중앙회 선용대표이사 김 태 영</p> </div> </div> <div style="margin-top: 20px;"> <p><u>05, Chungjeong-ro 1Ga, Jung-gu, Seoul, Korea</u></p> <p>Address of Witness</p> </div>		
<p>SURVEYOR'S REFERENCE: 2272ST01</p>		

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 12 of 14 sheet(s)

PLAN OF SUBDIVISION OF LOT 1
DP1135510 AND EASEMENTS
WITHIN LOT 1 DP173220, LOT 1
DP34060 & LOT 1 DP574423

DP1160285

Registered:  01.06.2011

Subdivision Certificate No: 17/2011

Date of Endorsement: 13 APRIL 2011

EXECUTION:

FOR AND ON BEHALF OF PERPETUAL TRUSTEE COMPANY LIMITED (ACN: 000001007) PURSUANT TO POWER
OF ATTORNEY BOOK 4565 NO. 619 BY ITS ATTORNEYS IN MY PRESENCE:

Dated 31 March 2011



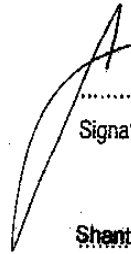
Signature of Witness

Vanessa Milosev

Name of Witness

Level 12 Angel Place
123 Pitt Street Sydney
NSW 2000 (02) 9229 9000

Address of Witness



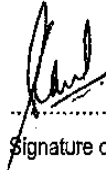
Signature of Attorney

Shant Nazarian

Name of Attorney

Senior Account Executive

Position and Grade



Signature of Attorney

Sonal Razdan

Name of Attorney

ASSISTANT
MANAGER

Position and Grade

SURVEYOR'S REFERENCE: 2272ST01

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 13 of 14 sheet(s)

PLAN OF SUBDIVISION OF LOT 1
DP1135510 AND EASEMENTS
WITHIN LOT 1 DP173220, LOT 1
DP34060 & LOT 1 DP574423

DP1160285

Registered:



01.06.2011

Subdivision Certificate No:

17/2011

Date of Endorsement:

13 APRIL 2011

EXECUTION BY WESTPAC BANKING CORPORATION:

EXECUTED by WESTPAC BANKING
CORPORATION by its Attorney
under Power of Attorney dated
17 January 2001 (Book 4299
No. 332) which has not been
revoked in the presence of:

THANH LUU
TIER THREE ATTORNEY

Witness

STEPHANIE DENNYSON

LEVEL 3, 275 KENT STREET
SYDNEY NSW 2000


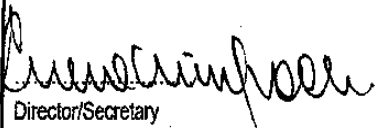
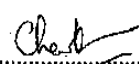

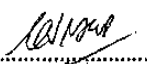
SURVEYOR'S REFERENCE: 22725T01

* OFFICE USE ONLY *

PLAN FORM 6a (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet	14 of 14 sheet(s)
PLAN OF SUBDIVISION OF LOT 1 DP1135510 AND EASEMENTS WITHIN LOT 1 DP173220, LOT 1 DP34060 & LOT 1 DP574423		DP1160285	
Registered:		 01.06.2011	
Subdivision Certificate No: 17/2011		Date of Endorsement: 13 APRIL 2011	
SIGNED by CHEW KONG CHIAN & SONS HOLDINGS PTY LIMITED (ACN: 002 028 524) in accordance with section 127 of the Corporations Act 2001 and in the presence of:			
 Director/Secretary		 Director	
KIM H. CHEW Print Name		KIM L. CHEW Print Name	
724-728 GEORGET ST SYDNEY Address		724-728 GEORGET ST SYDNEY Address	
 Witness		 Witness	
SEONG YAP Print Name		SEONG YAP Print Name	
724-728 GEORGET ST Address		724-728 GEORGET ST Address	
Date		Date	
SURVEYOR'S REFERENCE: 2272ST01			

OFFICE USE ONLY

ePlan

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

(Sheet 1 of 59)

DP1160285

Plan of subdivision of lot 1
DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 1712011

Full name and address of the owner of the land: Innmark DWS Pty Ltd ACN 121 122 183 of 12
Yamma Street, Sefton NSW 2162

Part 1

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1	Right to use loading bay variable width limited in stratum (A)	100	101
2	Easement for access variable width limited in stratum (B)	100 101	101 100
3	Easement for access variable width limited in stratum (C)	101	100
4	Easement for access variable width limited in stratum (D)	101	100
5	Easement for access variable width limited in stratum (E)	100	101
6	Right to use lift 2.85 wide limited in stratum (F)	101	100
7	Right to use service bay variable width limited in stratum (G)	101	100
8	Right to use motorcycle parking variable width limited in stratum (H)	101	100
9	Right to use bicycle storage and facilities variable width limited in stratum (J)	101	100



.....
Council Authorised Person

ePlan

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

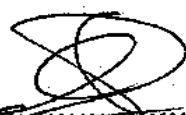
(Sheet 2 of 59)

DP1160285

Plan of subdivision of lot 1
DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 17/2011

Part 1 continued

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
10	Easement for drainage affecting the whole of the lot	100 101	Lot C in DP396713 and lot 1 in DP173220 Lot 1 in DP34060
11	Easement for services affecting the whole of the lot	100 101	101 100
12	Easement for future services affecting the whole of the lot	100 101	101 100
13	Easement for support and shelter affecting the whole of the lot	100 101	101 100
14	Easement for emergency egress affecting the whole of the lot	100 101	101 100
15	Right to use garbage hoist variable width limited in stratum (K)	100	101
16	Easement for grease arrestor variable width limited in stratum (L)	101	100



.....
Council Authorised Person

ePlan

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

(Sheet 3 of 59)

DP1160285

Plan of subdivision of lot 1
 DP1135510 and easements
 within lot 1 DP173220,
 lot 1 DP34060 and lot 1
 DP574423 covered by
 subdivision certificate
 number 17/2011

Part 1 continued

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
17	Restriction on the use of land	100 and 101	City of Sydney Council
18	Restriction on the use of land	100 and 101	City of Sydney Council
19	Restriction on the use of land	101	City of Sydney Council
20	Restriction on the use of land	101	City of Sydney Council
21	Restriction on the use of land	101	City of Sydney Council
22	Easement to permit gutter overhang and drainage 0.35 wide and variable limited in stratum (M)	Lot 1 in DP173220 and lot 1 in DP34060	100 and 101
23	Easement to permit window openings 0.2 wide limited in stratum (N)	Lot 1 in DP173220 and lot 1 in DP34060	101
24	Easement for encroaching structure and maintenance 0.1 wide limited in stratum (P)	Lot 1 in DP574423	100 and 101



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Plan of subdivision of lot 1
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- 1. Terms of right to use loading bay variable width limited in stratum (A) numbered 1 in the Plan**
 - 1.1. The Grantee and Authorised Persons have the right to enter, be in and use in common with others, the loading bay on the Lot Burdened.
 - 1.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
 - (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) may only use as the Easement Site for the purposes associated with use as a loading bay;
 - (c) may only temporarily park or stand a vehicle or vehicles on the Lot Burdened;
 - (d) must not permanently park any vehicle of any kind on the Lot Burdened;
 - (e) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
 - (f) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and


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- (g) must cause no damage to the Lot Burdened and any improvement on it.
- 1.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights in this Easement.
- 1.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.
- 1.5. Notwithstanding anything to the contrary in this Instrument, for the purposes of this Easement, "Grantee" means a resident of premises in the Residential Building (and see restriction on use numbered 18 in this Instrument).
- 2. **Terms of easement for access variable width limited in stratum (B) numbered 2 in the Plan**
 - 2.1. The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened on foot for all lawful purposes, with or without machinery, tools and equipment.
 - 2.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
 - (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
 - (c) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (d) must cause no damage to the Lot Burdened and any improvement on it.


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- 2.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.
- 2.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.
3. **Terms of easement for access variable width limited in stratum (C) numbered 3 in the Plan**
- 3.1. The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened by vehicle or on foot for all lawful purposes, with or without machinery, tools and equipment.
- 3.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
 - (c) must not park or stand a vehicle or vehicles on any part of the Lot Burdened, whether temporary or otherwise;
 - (d) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (e) must cause no damage to the Lot Burdened and any improvement on it.
- 3.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising


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their rights and obligations in this Easement.

- 3.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

4. Terms of easement for access variable width limited in stratum (D) numbered 4 in the Plan

- 4.1. The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened by vehicle or on foot for all lawful purposes, with or without machinery, tools and equipment.
- 4.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
 - (c) must not park or stand a vehicle or vehicles on any part of the Lot Burdened, whether temporary or otherwise;
 - (d) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (e) must cause no damage to the Lot Burdened and any improvement on it.
- 4.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.


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Part 2 continued

- 4.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.
5. **Terms of easement for access variable width limited in stratum (E) numbered 5 in the Plan**
- 5.1. The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened on foot for all lawful purposes, with or without machinery, tools and equipment.
- 5.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
 - (c) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (d) must cause no damage to the Lot Burdened and any improvement on it.
- 5.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.
- 5.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.


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6. Terms of right to use lift 2.85 wide limited in stratum (F) numbered 6 in the Plan

- 6.1. The Grantee and Authorised Persons have at all times the unrestricted right to access and use the lifts located on the Easement Site for any lawful purpose associated with access to and use of the Lot Benefited with or without machinery, tools and equipment.
- 6.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
 - (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (c) must cause no damage to the Lot Burdened and any improvement on it.
- 6.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.
- 6.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

7. Terms of right to use service bay variable width limited in stratum (G) numbered 7 in the Plan

- 7.1. The Grantee and Authorised Persons have at all times the right to enter, be on and use, the on-site service vehicle parking spaces on the Lot Burdened.
- 7.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:



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- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) may only use the Easement Site for the purpose of temporarily parking service vehicles or vehicles used in connection with loading and unloading goods, furniture and equipment;
 - (c) must not permanently park any vehicle of any kind;
 - (d) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (e) must cause no damage to the Lot Burdened and any improvement on it.
- 7.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights in this Easement.
- 7.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.
- 7.5. Notwithstanding anything to the contrary in this Instrument, for the purposes of this Easement, "Grantee" means an occupant of premises in the Commercial/Retail Building (and see restriction on use numbered 18 in this Instrument).
- 8. Terms of right to use motorcycle parking variable width limited in stratum (H) numbered 8 in the Plan**
- 8.1. The Grantee and Authorised Persons have at all times the right to enter, be on and use the motorcycle parking area on the Lot Burdened.
- 8.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:


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- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) may only use the Easement Site to park motorcycles;
 - (c) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (d) must cause no damage to the Lot Burdened and any improvement on it.
- 8.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.
- 8.4. The Grantee may only do a thing under this Easement within the Easement Site.
- 9. **Terms of right to use bicycle storage and facilities variable width limited in stratum (J) numbered 9 in the Plan**
 - 9.1. The Grantee and Authorised Persons have at all times the right to have access to and use the bicycle rack and change room (the "Facilities") on the Lot Burdened.
 - 9.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
 - (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) may only use the Easement Site and the Facilities for the purposes for which they were designed and constructed;
 - (c) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and


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- (d) must cause no damage to the Lot Burdened and any improvement on it.
- 9.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.
- 9.4. The Grantee may only do a thing under this Easement within the Easement Site.
- 10. Terms of easement for drainage affecting the whole of the lot numbered 10 in the Plan**
- 10.1. The Grantee has at all times the unrestricted right:
- (a) to the free and uninterrupted passage of water along, through or in the Services Apparatus within the Lot Burdened as at the date of registration of this Instrument; and
 - (b) to carry out an inspection of all those items of Services Apparatus to which the right relates upon giving reasonable notice to the Grantor.
- 10.2. The Services Apparatus the subject of this Easement must be maintained in good order and operated, insured and Repaired by the Grantee at the Grantee's expense.
- 10.3. To enable the Grantee to exercise its rights and obligations in this Easement, the Grantee has the unrestricted right:
- (a) after giving reasonable notice to the Grantor (except in an emergency when notice is not required), to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances;
 - (b) to remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;


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- (c) to take anything on to the Lot Burdened for purposes associated with the Grantee's rights and obligations; and
- (d) to carry out work to the Lot Burdened for purposes associated with the Grantee's rights and obligations.

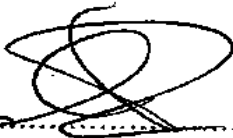
10.4. In exercising the powers conferred by this Easement, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as practicable to its former condition;
- (e) make good any damage attributable to the activities referred to in this Easement; and
- (f) (if required by the Grantor) be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor.

10.5. Where the Grantee:

- (a) has failed to carry out an obligation imposed by this Easement; and
- (b) the Grantor has given the Grantee written notice of such failure and the Grantee has failed to carry out its obligation within a reasonable time after receipt of the notice,

the Grantor may take all lawful steps necessary to ensure the obligation is carried


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out and may recover from the Grantee any reasonable expense incurred by the Grantor.

10.6. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

11. Terms of easement for services affecting the whole of the lot numbered 11 in the Plan

11.1. The Grantee has at all times the unrestricted right:

- (a) (except when it is necessary to halt the Service for any essential Repairs relating to the Service) to the free and uninterrupted storage and passage of a Service, to any extent consistent with the rights of other persons having the same or similar rights, along, through or in all those items of Services Apparatus within the Lot Burdened at the date of registration of this Instrument; and
- (b) to carry out an inspection of all those items of Services Apparatus to which the right relates upon giving reasonable notice to the Grantor.

11.2. Where an item of Services Apparatus in the Lot Burdened is used exclusively for a Service in connection with the Lot Benefited, that item must be maintained in good order and operated, insured and Repaired by the Grantee at the Grantee's expense.

11.3. Where an item of Services Apparatus in the Lot Burdened is used for a Service in connection with the Lot Burdened and the Lot Benefited (or the Lot Burdened, the Lot Benefited and other Lots):

- (a) so much of the item which is a Shared Facility must be maintained in good order and operated, insured and Repaired by the party identified in the Strata Management Statement as having that responsibility; and
- (b) so much of the item which is not a Shared Facility must be maintained in


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good order and operated, insured and Repaired by the Grantor at the Grantor's expense except in circumstances where maintenance or Repair work is required as a result of:

- (i) any act or omission of the Grantee (or any person on behalf of the Grantee) in which event the maintenance or Repair work must be carried out at the Grantee's expense; or
- (ii) anything emanating or that has arisen from the Lot Benefited, in which event the maintenance or Repair work must be carried out at the Grantee's expense.

11.4. To enable the Grantee to exercise its rights and obligations in this Easement, the Grantee has the unrestricted right:

- (a) after giving reasonable notice to the Grantor (except in an emergency when notice is not required), to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances;
- (b) to remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
- (c) to take anything on to the Lot Burdened for purposes associated with the Grantee's rights and obligations; and
- (d) to carry out work to the Lot Burdened for purposes associated with the Grantee's rights and obligations.

11.5. In exercising the powers conferred on it by this Easement, the Grantee must:

- (a) ensure all work is done properly;


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- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as practicable to its former condition;
- (e) make good any damage attributable to the activities referred to in this Easement; and
- (f) (if required by the Grantor), be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor.

11.6. Where the Grantee:

- (a) has failed to carry out an obligation imposed by this Easement; and
- (b) the Grantor has given the Grantee written notice of such failure and the Grantee has failed to carry out its obligation within a reasonable time after receipt of the notice,

the Grantor may take all lawful steps necessary to ensure the obligation is carried out and may recover from the Grantee any reasonable expense incurred by the Grantor.

11.7. The Grantee may only do a thing under this Easement within the Easement Site.

12. Terms of easement for future services affecting the whole of the lot numbered 12 in the Plan

- 12.1. The Grantee has at all times the unrestricted right to use the Lot Burdened to provide Services to and from the Lot Benefited and may do anything reasonably


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necessary for that purpose, including without limitation:

- (a) (except when it is necessary to halt the Service for any essential Repairs relating to the Service) to the free and uninterrupted storage and passage of a Service, to any extent consistent with the rights of other persons having the same or similar rights, along, through or in Services Apparatus within the Lot Burdened;
- (b) constructing, erecting, laying, installing, attaching or placing Services Apparatus on, in or under the Lot Burdened (described in this Easement as the "Services Works") provided:
 - (i) any Services Apparatus is constructed, erected, laid, installed, attached or placed within those parts of the Lot Burdened comprising either:
 - (A) basement levels B1 and B2 of the building on the Lot Burdened; or
 - (B) an existing item of Services Apparatus;
 - (ii) the Grantor procures any relevant Development Consent that may be necessary to the carrying out of the Services Works;
 - (iii) the Services Works do not alter or affect the peaceful enjoyment by any Owner of the building on the Lot Burdened;
 - (iv) the Services Works do not impact on or affect the structural integrity of any part of the building to which the Services Works are attached; and
 - (v) the Services Works do not impede or obstruct the use by any occupier or owner of any part of the building on the Lot Burdened



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which was regularly used by such occupier or owner prior to
carrying out the Services Works.

- 12.2. Where an item of Services Apparatus is constructed, erected, laid, installed or placed in the Lot Burdened by the Grantee in accordance with its rights in this Easement, that item must be maintained in good order and operated, insured and Repaired by the Grantee at the Grantee's expense.
- 12.3. To enable the Grantee to exercise its rights and obligations in this Easement, the Grantee has the unrestricted right to:
- (a) after giving reasonable notice to the Grantor (except in an emergency when notice is not required), to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances;
 - (b) to remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
 - (c) to take anything on to the Lot Burdened for purposes associated with the Grantee's rights and obligations; and
 - (d) to carry out work to the Lot Burdened for purposes associated with the Grantee's rights and obligations.
- 12.4. In exercising the powers conferred by this Easement, the Grantee must:
- (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any


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Part 2 continued

improvement on it;

- (d) restore the Lot Burdened as nearly as practicable to its former condition;
and
- (e) make good any damage attributable to the activities referred to in this
Easement.

12.5. Where the Grantee:


- (a) has failed to carry out an obligation imposed by this Easement; and
- (b) the Grantor has given the Grantee written notice of such failure and the
Grantee has failed to carry out its obligation within a reasonable time after
receipt of the notice,

the Grantor may take all lawful steps necessary to ensure the obligation is carried
out and may recover from the Grantee any reasonable expense incurred by the
Grantor.

12.6. The Grantee may only do a thing under this Easement within the Easement Site.

**13. Terms of easement for support and shelter affecting the whole of the lot numbered 13
in the Plan**

- 13.1. Full and free right for the subjacent and lateral support of that part of the Building
erected on the Lot Benefited by all such other parts of the Building erected on the
Lot Burdened as are capable of affording support and all ancillary rights and
obligations reasonably necessary to make this Easement effective.
- 13.2. Full and free right for the shelter of that part of the Building erected on the Lot
Benefited by all such other parts of the Building erected on the Lot Burdened as are
capable of affording shelter and all ancillary rights and obligations reasonably
necessary to make this Easement effective.


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14. Terms of easement for emergency egress affecting the whole of the lot numbered 14 in the Plan

14.1. The Grantee and Authorised Persons have at all times the unrestricted right:

- (a) in the event of fire, other emergency or for fire drill purposes, to pass, go and repass over all those parts of the Lot Burdened which are used as, or designed for, fire or emergency escape purposes (such as, without limiting the intent of this clause, fire escapes stairs, fire tunnels and emergency exit doors); and
- (b) to carry out an inspection of those parts of the Lot Burdened affected by this Easement.


14.2. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

15. Terms of right to use garbage hoist variable width limited in stratum (K) numbered 15 in the Plan

15.1. The Grantee and Authorised Persons have at all times the unrestricted right to have access to and use the garbage hoist on the Lot Burdened.

15.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:

- (a) must exercise their respective rights consistently with the rights of all other parties;
- (b) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
- (c) must cause as little inconvenience as is practicable to the Grantor and any


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occupier of the Lot Burdened; and

- (d) must cause no damage to the Lot Burdened and any improvement on it.


15.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.

15.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

**16. Terms of easement for grease arrestor variable width limited in stratum (L)
numbered 16 in the Plan**

16.1. The Grantee has at all times the unrestricted right to:

- (a) keep installed on the Lot Burdened the grease arrestor tank installed on the Lot Burdened as at the date of registration of this Instrument;
- (b) the free and uninterrupted storage and passage of grease arrestor effluent along, through or in the grease arrestor tank installed on the Lot Burdened as at the date of registration of this Instrument and along, through or in any Conducting Medium installed within the Lot Burdened pursuant to a right to do so in this Easement;
- (c) construct, erect, lay install, attach or place Conducting Medium on, in or under the Lot Burdened for the purposes of connecting to the grease arrestor tank installed on the Lot Burdened as at the date of registration of this Instrument (in this Easement called the "Works") provided;
 - (i) the prior written consent of the Grantor is obtained to the carrying out of the Works and the proposed location of the Conducting Medium;



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- (ii) the Works do not impact on or affect the structural integrity of any part of the Lot Burdened to which the Works are attached; and
 - (iii) the Works do not impede or obstruct the use by any occupier or Owner of any part of the Lot Burdened which was regularly used by such occupier or Owner prior to carrying out the Works; and
 - (d) carry out an inspection of all those items of Services Apparatus to which the right relates upon giving reasonable notice to the Grantor.
- 16.2. Where an item of Conducting Media is constructed, erected, laid, installed or placed in the Lot Burdened by the Grantee in accordance with its rights in this Easement, that item must be maintained in good order and operated, insured and Repaired by the Grantee at the Grantee's expense. The Grantee is responsible for the maintenance and repair of the grease arrester tank installed on the Lot Burdened as at the date of registration of this Easement (and where the Lot Benefited is the subject of a Strata Scheme, "Grantee" in this clause means the Owners Corporation.
- 16.3. To enable the Grantee to exercise its rights and obligations in this Easement, the Grantee has the unrestricted right:
 - (a) after giving reasonable notice to the Grantor (except in an emergency when notice is not required), to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances;
 - (b) to remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
 - (c) to take anything on to the Lot Burdened for purposes associated with the rights and obligations of the Grantee; and


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- (d) to carry out work to the Lot Burdened for purposes associated with the rights and obligations of the Grantee.

16.4. In exercising the powers conferred by this Easement, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (c) cause no damage to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as practicable to its former condition; and
- (e) make good any damage attributable to the activities referred to in this Easement.

16.5. Where the Grantee:

- (a) has failed to carry out an obligation imposed by this Easement; and
- (b) the Grantor has given the Grantee written notice of such failure and the Grantee has failed to carry out its obligation within a reasonable time after receipt of the notice,

the Grantor may take all lawful steps necessary to ensure the obligation is carried out and may recover from the Grantee any reasonable expense incurred by the Grantor.

16.6. The Grantee may only do a thing under this Easement within the Easement Site.


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17. Terms of restriction on the use of land numbered 17 in the Plan

- 17.1. The aggregate Floor Space Area of all buildings erected on the Land must not exceed the Approved Floor Space Ratio.
- 17.2. At the date of this Instrument, the Approved Floor Space Ratio is 13.36:1.
- 17.3. This Easement may only be released, varied or modified with the consent of the Council.

18. Terms of restriction on the use of land numbered 18 in the Plan

- 18.1. Each of the on-site service vehicle parking spaces in the Residential Building and the loading bay located in the Commercial/Retail Building may only be used by, on behalf of or for persons who are either:
 - (a) a resident of premises in the Residential Building; or
 - (b) an occupant of premises in the Commercial/Retail Building.
- 18.2. Each of the on-site service vehicle parking spaces in the Residential Building and the loading bay in the Commercial Retail Building may only be used for the purpose of temporarily parking service vehicles or vehicles used in connection with loading and unloading goods, furniture and equipment.
- 18.3. This restriction may only be released, varied or modified by the Council.

19. Terms of restriction on the use of land numbered 19 in the Plan

- 19.1. Each of the on-site car parking spaces in the Residential Building may only be used by persons who are a resident of premises in the Residential Building. This restriction does not apply to the Commercial Car Parking Spaces which are governed by restriction number 20.



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- 19.2. This restriction may only be released, varied or modified by the Council.
- 20. Terms of restriction on the use of land numbered 20 in the Plan**
- 20.1. Each of the Commercial Car Parking Spaces in the Residential Building may only be used by persons who are an occupant of premises in the Commercial/Retail Building.
- 20.2. This restriction may only be released, varied or modified by the Council.
- 21. Terms of restriction on the use of land numbered 21 in the Plan**
- 21.1. Subject to the provisions of clause 21.2, those parts of the Residential Building comprising residential apartments may only be used and occupied for the sole purpose of permanent residential accommodation and may not be used for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like.
- 21.2. A residential apartment referred to in clause 21.1 may be used for any purpose outside that specified in that clause if there is in place the relevant Development Consent for that use.
- 21.3. This restriction may only be released, varied or modified by the Council.
- 22. Terms of easement to permit gutter overhang and drainage 0.35 wide and variable limited in stratum (M) numbered 22 in the Plan**
- 22.1. The Grantee has the right at all times:
- (a) to insist that the parts of the Building comprising the encroaching gutters (the "Encroaching Structures") on the Lot Benefited which, when this Easement was created, encroached on the Lot Burdened remain, but only to the extent they are within the Easement Site;


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- (b) to insist that the Encroaching Structures which, when this Easement was created, were attached to the Building on the Lot Burdened remain attached;
- (c) to insist that the surface water run-off from the Lot Benefited is captured by the Encroaching Structures;
- (d) the full and free right to the subjacent and lateral support by the Lot Burdened of the Encroaching Structures; and
- (e) to access all reasonable and relevant parts of the Lot Burdened (either with or without workmen, tools and equipment) at all reasonable times with the Grantor's prior consent, which will not be unreasonably withheld and consent will be deemed given if the Grantor provides the Grantee reasonable prior written notice and the Grantor does not respond within 5 business days, for the purposes of inspecting and Repairing the Encroaching Structures and carrying out the obligations of the Grantee under this Easement.

22.2. The Grantee must at all times:

- (a) at the Grantee's cost, maintain and keep the Encroaching Structures in good repair and safe condition;
- (b) ensure that all work undertaken on the Lot Burdened in connection with the Encroaching Structures is carried out in a proper and tradesperson like manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Lot Burdened;
- (c) cause as little interference as possible to the Grantor and any occupiers of the Lot Burdened;
- (d) restore the Lot Burdened as nearly as practicable to its former condition;


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and

(e) make good any damage caused to the Lot Burdened.

22.3. In the event the Grantee does not comply with its obligations under clause 22.2, the Grantor may serve on the Grantee a written notice requiring the Grantee to comply with its obligations within a reasonable time.

22.4. If the Grantee fails to comply with the notice served by the Grantor referred to in clause 22.3, the Grantor may rectify the default (subject to the requirements of any Authority) and the cost of such rectification must be payable to the Grantor on demand by the Grantee.

22.5. The Grantee enters onto the Easement Site at its own risk and the Grantee releases the Grantor from any claim, action, damage, loss, liability, cost or expense which the Grantee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Easement Site, arising as a result of the Grantee exercising its rights or performing its obligations under this Easement, except to the extent caused or contributed to by the negligence of the Grantor, its servants, agents or contractors.

22.6. The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Easement Site caused by the Grantee arising as a result of the Grantee exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor, its servants, agents or contractors.

22.7. Occupational Health and Safety

Defined terms

(a) In this clause unless the contrary intention appears:



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- (i) The terms **Employer, Principal Contractor and Place of Work** have the meanings given to them in the OHS Act.
- (ii) The term **Occupier of Easement Site** has the same meaning as **Occupier of Premises** in the OHS Act.
- (iii) **OHS Act** means the *Occupational Health and Safety Act 2000 (NSW)* and includes any regulations and advisory standards made under it.
- (iv) **Work** means any work in relation to the Easement Site carried out by or on behalf of the Grantee, which:
 - (A) is carried out at or about a Place of Work; or
 - (B) which requires the appointment of a Principal Contractor, whether or not directed or approved by the Grantor.
- (v) **Third Party Work** means contractors or others undertaking Work in or at the Easement Site.

Acknowledgment by the Grantee

- (b) The Grantee acknowledges that:
 - (i) the Grantee is the person in control of the Easement Site when undertaking Work; and
 - (ii) when undertaking Work, the Grantee has an obligation to ensure the safety of any persons at the Easement Site including persons engaged in the Third Party Work.



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General safety obligations of the Grantee

- (c) When undertaking Work, the Grantee must ensure:
- (i) compliance with its obligations under the OHS Act, in particular with the obligations it has as an Employer and an Occupier of Easement Site;
 - (ii) that it and all persons employed or engaged by it or on its behalf comply at all times with the requirements of the OHS Act and any directions, manuals, policies or rules formulated from time to time by the Grantor;
 - (iii) that it has systems in place or will arrange for systems to be put in place to assess and eliminate risks and hazards at the Easement Site, which meet the standard required by the OHS Act;
 - (iv) that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which meets the standard required by the OHS Act;
 - (v) that it provides appropriate training and supervision to all persons employed or engaged by it at the Easement Site; and
 - (vi) that only qualified persons are engaged to carry out any Third Party Work.
- (d) To the fullest extent permitted by law the Grantee indemnifies the Grantor against liability or loss arising from, or cost incurred in connection with, any breach by the Grantee of its obligations under clause 22.7(c).



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Appointment of Grantee as Principal Contractor

- (e) Without limiting or in any way affecting the Grantee's obligations under this Easement or any other document, where any Work is to be undertaken at the Easement Site the Grantor appoints and the Grantee accepts appointment as the Principal Contractor for the duration of the Work.
- (f) For specific Work to be conducted at the Easement Site, the Grantee may ask the Grantor to consent to the appointment of a third party as the Principal Contractor in place of the Grantee. If the Grantor consents to the appointment of a third party as Principal Contractor, the Grantee must ensure that the third party is formally appointed as the Principal Contractor.

Notice of appointment

- (g) The Grantee will ensure that all documentation relevant to the appointment of a Principal Contractor under the OHS Act is lodged within the statutory limits.

Acknowledgment by the Grantee

- (h) The Grantee acknowledges that it will have all responsibilities connected with its appointment as the Principal Contractor for the Work for the duration of this Easement.

Obligation to comply not limited

- (i) The Grantee's compliance with the OHS Act in performing its obligations under this clause is in addition to, not in substitution for, the Grantee's obligation to comply with any other legislation or regulations.



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Signage

- (j) The Grantee will ensure that when any Work is carried out, signs that are clearly visible from outside the Easement Site are placed on the Lot Benefited:
- (i) identifying the Grantee as the Principal Contractor; and
 - (ii) stating the contact telephone numbers (including an after hours emergency number) of the Grantee.

Assistance of Grantor

- (k) The Grantee must do all things to assist the Grantor in discharging any obligations it may have under the OHS Act.

Compliance with directions

- (l) The Grantee must immediately comply with directions on safety issued by any relevant Authority or any reasonable directions on safety issued by the Grantor.

Indemnity

- (m) The Grantee will, on and from the earlier of the date this Easement is created and the date the Grantee is first given access to the Easement Site (as the case may be) to the extent permitted by law, indemnify the Grantor against all claims for any loss or damage which may arise as a result of any breach by the Grantee of this clause or of the obligations applicable to the Principal Contractor under the OHS Act.

22.8. To the extent within its reasonable control, the Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.



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- 22.9. The Grantor may insist that this Easement is extinguished when the Encroaching Structures are removed.
- 22.10. The Grantee may only do a thing under this Easement within the Easement Site.
23. **Terms of easement to permit window openings 0.2 wide limited in stratum (N) numbered 23 in the Plan**
- 23.1. The Grantee has the right at all times:
- (a) to insist that the parts of the Building comprising the windows (the "Encroaching Structures") on the Lot Benefited which, when this Easement was created, encroached on the Lot Burdened when opened remain, but only to the extent they are within the Easement Site; and
 - (b) to access all reasonable and relevant parts of the Lot Burdened (either with or without workmen, tools and equipment) at all reasonable times with the Grantor's prior consent, which will not be unreasonably withheld and consent will be deemed given if the Grantor provides the Grantee reasonable prior written notice and the Grantor does not respond within 5 business days, for the purposes of inspecting and Repairing the Encroaching Structures and carrying out the obligations of the Grantee under this Easement.
- 23.2. The Grantee must at all times:
- (a) at the Grantee's cost, maintain and keep the Encroaching Structures in good repair and safe condition;
 - (b) ensure that all work undertaken on the Lot Burdened in connection with the Encroaching Structures is carried out in a proper and tradesperson like manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Lot Burdened;



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- (c) cause as little interference as possible to the Grantor and any occupiers of the Lot Burdened;
 - (d) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (e) make good any damage caused to the Lot Burdened.
- 23.3. In the event that the Grantee does not comply with its obligations under clause 23.2, the Grantor may serve on the Grantee a written notice requiring the Grantee to comply with its obligations within a reasonable time.
- 23.4. If the Grantee fails to comply with the notice served by the Grantor referred to in clause 23.3, the Grantor may rectify the default (subject to the requirements of any Authority) and the cost of such rectification must be payable to the Grantor on demand by the Grantee.
- 23.5. The Grantee enters onto the Easement Site at its own risk and the Grantee releases the Grantor from any claim, action, damage, loss, liability, cost or expense which the Grantee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Easement Site, arising as a result of the Grantee exercising its rights or performing its obligations under the Easement, except to the extent caused or contributed to by the negligence of the Grantor, its servants, agents or contractors.
- 23.6. The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Easement Site caused by the Grantee, arising as a result of the Grantee exercising its rights or performing its obligations under the Easement, except to the extent caused by the Grantor.



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23.7. Occupational Health and Safety

Defined terms

- (a) In this clause unless the contrary intention appears:
 - (i) The terms **Employer, Principal Contractor** and **Place of Work** have the meanings given to them in the OHS Act.
 - (ii) The term **Occupier of Easement Site** has the same meaning as Occupier of Premises in the OHS Act.
 - (iii) **OHS Act** means the *Occupational Health and Safety Act 2000 (NSW)* and includes any regulations and advisory standards made under it.
 - (iv) **Work** means any work in relation to the Easement Site carried out by or on behalf of the Grantee, which:
 - (A) is carried out at or about a Place of Work; or
 - (B) which requires the appointment of a Principal Contractor, whether or not directed or approved by the Grantor.
 - (v) **Third Party Work** means contractors or others undertaking Work in or at the Easement Site.

Acknowledgment by the Grantee

- (b) The Grantee acknowledges that:
 - (i) the Grantee is the person in control of the Easement Site when undertaking the Work; and



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Part 2 continued

- (ii) when undertaking the Work, the Grantee has an obligation to ensure the safety of any persons at the Easement Site including persons engaged in the Third Party Work.

General safety obligations of the Grantee

- (c) When undertaking the Work, the Grantee must ensure:
 - (i) compliance with its obligations under the OHS Act, in particular with the obligations it has as an Employer and an Occupier of Easement Site;
 - (ii) that it and all persons employed or engaged by it or on its behalf comply at all times with the requirements of the OHS Act and any directions, manuals, policies or rules formulated from time to time by the Grantor;
 - (iii) that it has systems in place or will arrange for systems to be put in place to assess and eliminate risks and hazards at the Easement Site, which meet the standard required by the OHS Act;
 - (iv) that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which meets the standard required by the OHS Act;
 - (v) that it provides appropriate training and supervision to all persons employed or engaged by it at the Easement Site; and
 - (vi) that only qualified persons are engaged to carry out any Third Party Work.
- (d) To the fullest extent permitted by law the Grantee indemnifies the Grantor against liability or loss arising from, or cost incurred in connection with,



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any breach by the Grantee of its obligations under clause 23.7(c).

Appointment of Grantee as Principal Contractor

- (e) Without limiting or in any way affecting the Grantee's obligations under this Easement or any other document, where any Work is to be undertaken at the Easement Site the Grantor appoints and the Grantee accepts appointment as the Principal Contractor for the duration of the Work.
- (f) For specific Work to be conducted at the Easement Site, the Grantee may ask the Grantor to consent to the appointment of a third party as the Principal Contractor in place of the Grantee. If the Grantor consents to the appointment of a third party as Principal Contractor, the Grantee must ensure that the third party is formally appointed as the Principal Contractor.

Notice of appointment

- (g) The Grantee will ensure that all documentation relevant to the appointment of a Principal Contractor under the OHS Act is lodged within the statutory limits.

Acknowledgment by the Grantee

- (h) The Grantee acknowledges that it will have all responsibilities connected with its appointment as the Principal Contractor for the Work for the duration of this Easement.

Obligation to comply not limited

- (i) The Grantee's compliance with the OHS Act in performing its obligations under this clause is in addition to, not in substitution for, the Grantee's obligation to comply with any other legislation or regulations.



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Signage

- (j) The Grantee will ensure that when any Work is carried out, signs that are clearly visible from outside the Easement Site are placed on the Lot Benefited:
 - (i) identifying the Grantee as the Principal Contractor; and
 - (ii) stating the contact telephone numbers (including an after hours emergency number) of the Grantee.

Assistance of Grantor

- (k) The Grantee must do all things to assist the Grantor in discharging any obligations it may have under the OHS Act.

Compliance with directions

- (l) The Grantee must immediately comply with directions on safety issued by any relevant Authority or any reasonable directions on safety issued by the Grantor.

Indemnity

- (m) The Grantee will, on and from the earlier of the date this Easement is created and the date the Grantee is first given access to the Easement Site (as the case may be) to the extent permitted by law, indemnify the Grantor against all claims for any loss or damage which may arise as a result of any breach by the Grantee of this clause or of the obligations applicable to the Principal Contractor under the OHS Act.

23.8. To the extent within its reasonable control, the Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.



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- 23.9. The Grantor may insist that this Easement is extinguished when the Encroaching Structures are removed.
- 23.10. The Grantee may only do a thing under this Easement within the Easement Site.
- 24. Terms of easement for encroaching structure and maintenance 0.1 wide limited in stratum (P) numbered 24 in the Plan**
- 24.1. The Grantee has the right at all times:
- (a) to insist that the part of the Building comprising the encroaching clad wall (the "Encroaching Structure") on the Lot Benefited which, when this Easement was created, encroached on the Lot Burdened remains, but only to the extent it is within the Easement Site;
 - (b) to insist that the Encroaching Structure which, when this Easement was created, was attached to the Building on the Lot Burdened remains attached;
 - (c) the full and free right to the subjacent and lateral support by the Lot Burdened of the Encroaching Structure; and
 - (d) to access all reasonable and relevant parts of the Lot Burdened (either with or without workmen, tools and equipment) at all reasonable times with prior written notice to the Grantor for the purposes of inspecting and Repairing the Encroaching Structure and carrying out the obligations of the Grantee under this Easement.
- 24.2. The Grantee must at all times:
- (a) at the Grantee's cost, maintain and keep the Encroaching Structure in good repair and safe condition;



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- (b) ensure that all work undertaken on the Lot Burdened in connection with the Encroaching Structure is carried out in a proper and tradesperson like manner using high quality materials and workmanship and pay any costs of the Grantor supervising any works by the Grantee;
 - (c) comply with the requirements of all laws and all Authorities when exercising its rights or performing its obligations under this Easement;
 - (d) cause as little interference as possible to the Grantor and any occupiers of the Lot Burdened;
 - (e) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (f) make good any damage caused to the Lot Burdened.
- 24.3. In the event the Grantee does not comply with its obligations under clause 24.2, the Grantor may serve on the Grantee a written notice requiring the Grantee to comply with its obligations within a reasonable time.
- 24.4. If the Grantee fails to comply with the notice served by the Grantor referred to in clause 24.3, the Grantor may rectify the default (subject to the requirements of any Authority) and the cost of such rectification must be payable to the Grantor on demand by the Grantee.
- 24.5. The Grantee enters onto the Easement Site at its own risk and the Grantee releases the Grantor from any claim, action, damage, loss, liability, cost or expense which the Grantee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Easement Site arising as a result of the Grantee exercising its rights or performing its obligations under this Easement, except to the extent caused or contributed to by the Grantor, its servants, agents and contractors.


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- 24.6. The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Easement Site caused by the Grantee arising as a result of the Grantee exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor, its servants, agents and contractors.
- 24.7. To the extent within its reasonable control, the Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structure.
- 24.8. The Grantor may insist that this Easement is extinguished when the Encroaching Structure is removed.
- 24.9. The Grantee may only do a thing under this Easement within the Easement Site.

25. Definitions

In this Instrument, the following words have the following meaning:

"Approved Floor Space Ratio" means the floor space ratio determined by the relevant Development Consent (as it may be modified).

"Authorised Person" means a person, body or Authority authorised by the Grantee and without limitation, where applicable, includes the Grantee's tenants, licensees, visitors, employees and contractors.

"Authority" means any governmental agency or any other authority or body having authority over or jurisdiction in respect of the Building.

"Building" means the building or buildings erected on the Land: the expression includes all modifications, additions, alterations and extensions to the building or buildings (regardless of whether they are made before or after the date of registration of this Instrument).



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Building Management Committee means the committee the subject of the Strata Management Statement.

Commercial Car Parking Spaces means those car parking spaces on basement level 1 of the Residential Building identified as R20 on the Plan.

Commercial/Retail Building means that part of the Complex known as the Commercial/Retail Building, being the building erected on Lot 100 in the Plan comprising retail/commercial suites.

Common Property means the common property in a Strata Scheme.

Complex means the buildings erected on the Land (including all extensions, variations and additions), being the buildings known as the Residential Building and the Commercial/Retail Building.

Conducting Media means more than one Conducting Medium.

Conducting Medium means any wire, cable, pipe, line, duct or chute through which a Service passes including without limitation chutes, garbage chutes, drains, exhaust flues, kitchen flues, ducts, exhaust ducts, kitchen ducts, riser ducts and service ducts.

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

Development Application means a development application made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

Development Consent means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)*: the expression includes all amendments and variations to that consent.

Easement means a new restriction, easement or covenant the subject of this Instrument.



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"Easement Site" means the site of an Easement.

"Floor Space Area" has the meaning as defined in the Local Environment Plan.

"Grantee" means the Owner, or if more than one, the Owners jointly, of an estate in fee simple of a Lot Benefited.

"Grantor" means the Owner, or if more than one, the Owners jointly, of an estate in fee simple of a Lot Burdened.

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Local Environmental Plan" means the Sydney Local Environmental Plan 2005.

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with an Easement means the Lot benefited by the relevant Easement.

"Lot Burdened" in connection with an Easement means the Lot burdened by the relevant Easement.

"Owner" means the registered proprietor or mortgagee in possession.

"Owners Corporation" means an owners corporation constituted on establishment of a Strata Scheme.

"Plan" means the plan to which this Instrument relates.

"Repair" means to clean, maintain, repair, renew or replace.



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"Residential Building" means that part of the Complex known as the Residential Building, being the building erected on Lot 101 in the Plan comprising residential apartments and associated car parking.

"Service" includes water, hot water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television impulses or signal, radio impulses or signals and any other prescribed service.

"Services Apparatus" means any item of Services Equipment or any item of Conducting Media.

"Services Equipment" means any item of plant or equipment in which a Service is generated, contained or stored including without limitation water storage tanks, cooling towers and air conditioning units.

"Shared Facility" means a shared facility or shared service as defined by the Strata Management Statement.

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

"Strata Lot" means a lot in a Strata Scheme: and if a Strata Lot is subdivided, then a lot or lots created by the subdivision.

"Strata Management Statement" means the strata management statement relevant to an Easement Site and registered in accordance with the provisions of Division 2B of the Strata Freehold Development Act: the expression includes any amendment or alteration to the Strata Management Statement.

"Strata Scheme" has the meaning given to that term under the Strata Freehold Development Act.


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26. Interpretation

- 26.1. The expression "Grantor" includes the Grantor, 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.
- 26.2. The expression "Grantee" includes the Grantee, 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.
- 26.3. Where the Lot Benefited is the subject of a Strata Scheme (unless the context provides otherwise):
- (a) it includes the Common Property and every Strata Lot in the Strata Scheme; and
 - (b) reference to "Grantee" is a reference to:
 - (i) the Owners Corporation;
 - (ii) the Owner and occupier of each Strata Lot in the Strata Scheme; and
 - (iii) any person authorised by any of the parties referred to in clauses 26.3(b)(i) and 26.3(b)(ii).
- 26.4. Where the Lot Burdened is the subject of a Strata Scheme (unless the context provides otherwise):
- (a) it includes the Common Property and every Strata Lot in the Strata Scheme; and
 - (b) reference to "Grantor" is a reference to:


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- (i) the Owners Corporation of that Strata Scheme as regards the Common Property; or
- (ii) the Owner of the relevant Strata Lot as regards each Strata Lot.

26.5. Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each Easement; and
- (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant Easement when exercising their rights and obligations in this Instrument.

26.6. The rights and obligations attaching to an Easement are granted subject to the provisions of this Instrument and any conditions in the relevant Easement.

26.7. The rights attaching to an Easement are not exclusive to the Grantee or any Authorised Person unless stated otherwise in the terms of the relevant Easement.

26.8. If access to and use of an Easement Site or an item of Services Apparatus is covered or regulated by a Strata Management Statement then:

- (a) the terms of that Strata Management Statement apply to that access and use and bind the Grantor, the Grantee and Authorised Persons; and
- (b) access to and use of the Easement Site and the item of Services Apparatus is subject to the condition the Grantor, the Grantee and Authorised Persons comply with any rules made by the Building Management Committee relevant to access to and use of the Easement Site or the item of Services Apparatus.

26.9. If the costs relevant to the use, operation, insurance or Repair of an Easement Site or an item of Services Apparatus are covered or regulated by a Strata Management



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Statement, then the terms of that Strata Management Statement apply to that use, operation, insurance and Repair and bind the relevant Grantor, Grantee and Authorised Users.

- 26.10. If the costs relevant to the use, operation, insurance or Repair of an Easement Site or an item of Services Apparatus are not covered by this Instrument or a Strata Management Statement, then the Grantor is responsible for those costs.
- 26.11. Notwithstanding anything to the contrary in this Instrument or a Strata Management Statement, no term in a Strata Management Statement must be read or interpreted to affect the purpose or operation of an Easement in this Instrument.
- 26.12. Notwithstanding anything to the contrary in this Instrument, where an Easement Site includes a structure, the right to use the Easement Site does not extend to the structure unless otherwise stated in the terms of the relevant Easement.
- 26.13. Reference in an Easement to go, pass and repass by foot includes the right to go, pass and repass in a vehicle for disabled purposes unless the relevant Easement Site is not designed for disabled access.
- 26.14. Despite anything to the contrary in this Instrument, an Easement will be deemed to extend and apply to all modifications, additions, alterations and extensions to the Building (regardless of whether they are made before or after the date of registration of this Instrument).
- 26.15. In this Instrument,
- (a) any reference to:
 - (i) legislation includes regulations, proclamations, ordinances and by-laws issued under the legislation;
 - (ii) legislation includes later legislation which changes it, including


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regulations, proclamations, ordinances and by-laws issued under the
later legislation;


- (iii) a thing includes the whole or each part of it; and
- (iv) the singular includes the plural and vice versa; and

(b) headings do not affect the interpretation of this Instrument.

26.16. Subject to clause 26.17:

- (a) if a provision of this Instrument is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
- (b) if, despite clause 26.16(a) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
- (c) in any other case, the whole provision must be severed.

26.17. If an event under clause 26.16 occurs, the remainder of this Instrument continues in full force and effect.


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EXECUTION:

Dated the _____ day of _____ 2011

Registered Proprietor:

Executed by Inmark DWS Pty Ltd ACN 121 122 183 in accordance
with section 127 of the *Corporations Act 2001 (NSW)*

.....
Director/Secretary

.....
Director

.....
SEIL KIM
Print name

.....
Wan Oyu Tang
Print name

2/21/11

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Registered Mortgagee:

Executed by Suncorp-Metway Pty Limited

~~SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION~~

~~SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME~~

WITNESS

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

K/S

Rakhee
WITNESS

Rakhee Vasudev
L2 56 Pitt St Sydney

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Registered Mortgagee:

Executed by Daewoo Securities Co Ltd


Signature of Witness


Signature of authorized person

Dongjoon Lee
Name of Witness

S.M
Position of authorised person

Seoul South Korea (4F Daewoo Securities Bldg, 34-3 Yeouido-dong,
Address of Witness Yeongdeungpo-gu)

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Registered Mortgagee:

Executed by Kumho Investment Bank



Signature of Witness

Lee Hyung Seok

Name of Witness

8th Fl., OPLUS II Building.
#198, EULJIRO 2-GA, Jung-Gu
Seoul, Korea

Address of Witness



Signature of authorized
person

General Manager

Position of authorised person

光州廣域市東區錦南路5街127
錦湖綜合金融株式會社
代表理事 金 璟 大



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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.** (Sheet 52 of 59)

DP1160285

Plan of subdivision of lot 1
DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 17/2011

Registered Mortgagee:

Executed by Daewoo Capital Co Ltd

대전광역시 대덕구 승촌동 202-3
아주캐피탈주식회사
대표이사 이 윤 중



Signature of Witness

Lee Yun Seok

Signature of authorized
person

Choi Dong Seob

Name of Witness

1329-3 Cheongnam Building
Socho-dong, Socho-gu, Seoul

Republic of Korea

Address of Witness

Team manager

Position of authorised person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
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within lot 1 DP173220,
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DP574423 covered by
subdivision certificate
number 17/2011

Registered Mortgagee:

Executed by Woori Financial Co Ltd


Signature of Witness


Signature of authorized
person


Name of Witness

14F Daeryung Secho Tower (B3)-20
Secho-2dong, Secho-gu, Seoul, Korea
Address of Witness


Position of authorised person
General Manager

경기도 수원시 팔달구 인계동 1122-12
우리파이낸셜주식회사
대표이사 이 병 재



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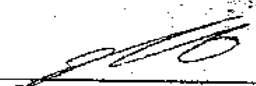
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DP1160285

Plan of subdivision of lot 1
DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 1712011

Registered Mortgagee:


Executed by Hana Capital Co Ltd


Signature of Witness

Byang Yong Ko
Name of Witness

Mara Bld(7th floor), 1328-3,
Secho-Dang, Secho-Gu,
Seoul, 137-858, Korea

Address of Witness


Signature of authorized
person

TAE JEANG KIM
Position of authorised person

General Manager

서울시 서초구 서초동 1328-3 나라빌딩 7층
하나캐피탈(주)
代表理事 金宗俊



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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP1160285

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DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 1712011

Registered Mortgagee:

Executed by Endeavor Inc



Signature of Witness

Park, Eun-Ji

Name of Witness

4th Floor, Woori-Bank Bldg., 96 Jungangno 2-ga,
Chuncheon - City, Gangwon-Do, 200-042, Republic of Korea.

Address of Witness

강원도 춘천시 중앙로2가 96, 101번지 우리은행춘천지점4층
엔 데 버 주 식 회 사
대표이사 정 현

Signature of authorized
person

C. E. D

Position of authorised person



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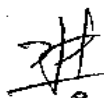
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DP1160285

Plan of subdivision of lot 1
DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 1712011

Registered Mortgagee:


Executed by National Agricultural Cooperative Federation



Signature of Witness

Kim Hyeong Bong
Name of Witness

St. Chungjeong-Ro 1 Ga, Jung-gu, Seoul, Korea.
Address of Witness



Signature of authorized
person

OH CHANG JUN
Position of authorised person
General Manager

서울특별시 중구 충정로가 75번지
농업협동조합중앙회
신용대표이사 김태영



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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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(Sheet 57 of 59)

DP1160285

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within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 17/2011

Registered proprietor of adjoining land (lot 1 DP173220 and lot 1 DP34060):

Executed by Perpetual Trustee Company Limited ACN 000 001 007

Signed in my presence for and on behalf of Perpetual Trustee Company
Limited (A.C.N. 000 001 007) by its Attorneys **Shant Nazarian**
and **Sonal Razdan**

who are personally known to me and each of whom declares that he/she
has been appointed by the Board of Directors of that company as an
attorney of the company for the purposes of the Power of Attorney
dated **31 March 2009** (Registration No. **4505/619**) and that
he/she has no notice of the revocation of his/her powers:

Signature of Witness

Vanessa Milosev
Full Name of Witness

Signature of Attorney

Shant Nazarian
Senior Account Executive
ASSISTANT
MANAGER

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
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(Sheet 58 of 59)

DP1160285

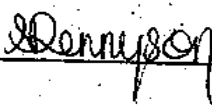
Plan of subdivision of lot 1
DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 17/2011

Registered mortgagee of adjoining land (lot 1 DP173220 and lot 1 DP34060):

Executed by Westpac Banking Corporation
by its Attorney under
Power of Attorney dated
17 January 2001 (Book 4299)
No. 332
which has not been revoked
in the presence of:



THANH LUU
TIER THREE ATTORNEY


Witness
STEPHANIE DENNYSON

LEVEL 3, 275 KENT STREET
SYDNEY NSW 2000

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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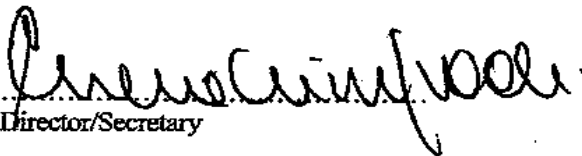
(Sheet 59 of 59)

DP1160285

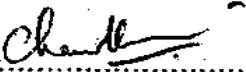
Plan of subdivision of lot 1
DP1135510 and easements
within lot 1 DP173220,
lot 1 DP34060 and lot 1
DP574423 covered by
subdivision certificate
number 17/2011

Registered proprietor of adjoining land (lot 1 DP574423):

Executed by Chew Kong Chian & Sons Holdings Pty Ltd ACN 002 028 524 in accordance
with section 127 of the *Corporations Act 2001 (NSW)*


.....
Director/Secretary

Kim H. CHEW
.....
Print name


.....
Director

KIM L. CHEW
.....
Print name

REGISTERED



01.06.2011

SP 84868

Strata Management Statement

Inmark Tower

SP 84868

Strata Management Statement – Inmark Tower

PARTICULARS

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1 Date:**2 Complex:** Name: Inmark TowerAddress: 710, 718 and 722 George Street, Sydney, New South Wales,
Australia 2000**3 Components:**

Building Description	Building Type	Building Composition	Stratum Lot Number (lot number in Registered Stratum Plan)
Residential Building	Strata Building	Residential apartments and associated car parking	101
Commercial/Retail Building	Stratum Building	Commercial and retail suites	100

4 Original Proprietor: Inmark DWS Pty Ltd ACN 121 122 183**5 Residential Strata Plan:** SP84868**6 Registered Stratum Plan:** DP 1160285**8 Independent Shared Facilities:** There are no Independent Shared Facilities

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SECTION ONE – INTRODUCTION

1. OVERVIEW

1.1 Legislation

This Statement:

- (a) has been entered into pursuant to Part 2 Division 2B of the *Strata Schemes (Freehold Development) Act 1973 (NSW)*; and
- (b) was registered with the Residential Strata Plan referred to in the Particulars.

1.2 The Complex

- (a) The Complex to which this Statement relates comprises the several separate Buildings described in the Particulars.
- (b) The owner of each Building is a Member of the Building Management Committee.
- (c) Where a Building is a Strata Building, the Member is the Owners Corporation constituted on registration of the Strata Plan for that Building.
- (d) Where a Building is a Stratum Building, the Member is the registered proprietor of the relevant Stratum Lot.

2. EFFECT OF THIS STATEMENT

2.1 Effect

- (a) This Statement regulates the management and operation of the Complex through the rules contained in this Statement and by identifying and regulating the activities of the Building Management Committee.
- (b) This Statement has effect as an agreement under seal binding:
 - (i) each Owners Corporation;
 - (ii) each Strata Lot Owner;
 - (iii) each Strata Lot Occupier;
 - (iv) each Stratum Lot Owner; and
 - (v) each Stratum Lot Occupier.

3. GENERAL OBLIGATIONS OF MEMBERS AND PARTIES BOUND BY THIS STATEMENT

3.1 General obligations of the Members

Each Member must:

- (a) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation;
- (b) promptly comply with its obligations under this Statement;

- (c) promptly comply with the directions of the Building Management Committee;
- (d) ensure the Building Management Committee effects and maintains the Insurances;
- (e) ensure the Building Management Committee convenes an annual general meeting at least once a Year;
- (f) ensure the Building Management Committee has in place an insurance policy regarding the repair of the Shared Facilities;
- (g) cause or permit the implementation of decisions of the Building Management Committee; and
- (h) cause the Building Management Committee to carry out its Functions under this Statement.

3.2 General obligations of the Parties

- (a) Each Party must:
 - (i) comply with its obligations under this Statement;
 - (ii) comply with the directions of the Building Management Committee;
 - (iii) not hinder the implementation of decisions of the Building Management Committee;
 - (iv) in an emergency, give access to each other Party over all Fire Exit Areas which are located in that part of the Complex in which it has an interest;
 - (v) permit the Shared Facilities which are located in that part of the Complex in which it has an interest, to remain on site and not removed except at the direction of the Building Management Committee;
 - (vi) permit unrestricted access to the Shared Facilities which are located in that part of the Complex in which it has an interest by:
 - (A) the Building Management Committee;
 - (B) the Strata Manager;
 - (C) the Facilities Manager;
 - (D) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities; and
 - (E) any other person authorised by this Statement or who shares in the cost of the relevant Shared Facility; and
 - (vii) take all reasonable actions to ensure its visitors do not do anything to breach the provisions of this Statement and leave the Complex if they are in breach.
- (b) Each Party who is an Owner of a Strata Lot or Stratum Lot must make a copy of this Statement available to any Occupier of their Lot and make it a provision of any lease, licence or other agreement with that Occupier that it comply with its obligations in this Statement.

3.3 Obligations of Owners Corporations

Each Member who is an Owners Corporations must ensure the by-laws for its Strata Scheme are not inconsistent with this Statement. If there is inconsistency, then no later than 21 Business Days after a

request from the Building Management Committee, the Owners Corporation must amend its by-laws to rectify the inconsistency.

4. OBLIGATIONS OF OWNERS AND OCCUPIERS IN THE COMPLEX

4.1 Prohibited behaviour

Owners and Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another Owner's or Occupier's peaceful enjoyment or use of their part of the Complex;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier or to any person lawfully using the Complex;
- (c) obstruct the lawful use of the Complex by any person;
- (d) do anything which is illegal while in the Complex;
- (e) bring or permit to enter, any heavy article which might cause structural damage to any part of the Complex;
- (f) do anything to damage or deface any part of the Complex;
- (g) interfere with the operation of any equipment installed anywhere in the Complex;
- (h) damage any lawn, plant, tree or garden situated on or within the Complex;
- (i) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (j) place or hang laundry on any external part of the Complex;
- (k) place or hang an item on any external part of the Complex;
- (l) place any item on or in a Shared Facility unless expressly permitted to do so under this Statement;
- (m) park or stand any motor vehicle, boat or other vehicle on any part of the Complex not designated for parking; or
- (n) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any Fire Exit Areas.

4.2 Occupation and use of Lots

- (a) Owners and Occupiers must comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
 - (i) store or use any chemical, liquid, gas or flammable material in their Lot unless it is to be used in the lawful, permitted use of their Lot; and
 - (ii) use or occupy or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose; or

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- (B) for any purpose that may affect, lessen or damage the reputation of the Complex;
- (iii) break any Law whilst in their Lot or the Complex;
- (iv) place or hang laundry, towels, rugs, bedding or any other similar item on or in any part of their Lot that is visible from outside their Lot;
- (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Complex;
- (vi) operate or allow to operate any device or electronic equipment in their Lot which interferes with any appliance lawfully in use in the Complex or another Lot; or
- (vii) place, attach or hang from any part of their Lot or any part of the Complex any aerial or any security device or wires.

4.3 Balconies

- (a) Owners and Occupiers must:
 - (i) keep the balconies of their Lot clean, tidy and in good repair; and
 - (ii) ensure those parts of the balcony rails, door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not place any item on the balcony of their Lot;
 - (i) which is fixed;
 - (ii) which is inconsistent with use as a balcony;
 - (iii) which is inconsistent with the aesthetics and appearance of the Complex;
 - (iv) which is dangerous; or
 - (v) which is likely to cause damage to the Common Property, another Lot or the Complex.
- (c) Owners and Occupiers must not:
 - (i) place or hang laundry, towels, rugs, bedding or any other similar item on the balcony of their Lot;
 - (ii) use the balcony of their Lot for storage purposes;
 - (iii) place or keep furniture of any kind, equipment of any kind or plants, pots or landscaping items of any kind unless it is a type approved by the Building Management Committee; or
 - (iv) allow water to escape from the balcony of their Lot;
 - (v) install or replace any automatic sprinkler system on the balcony of their Lot;
 - (vi) install any taps or hoses on the balcony of their Lot;
 - (vii) use any hoses on the balcony of their Lot; or

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Strata Management Statement – Inmark Tower

- (viii) obstruct or place any item on or near the balcony which is likely to obstruct the balcony fence (being that part of the Common Property on the balcony of a Lot separating that balcony from the balcony of an adjoining Lot or Lots).

4.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces of glass in windows on the boundary of their Lot, including so much as is Common Property.
- (b) Owners and Occupiers must keep clean all interior and exterior surfaces of glass in doors on the boundary of their Lot, including so much as is Common Property unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

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SECTION 2 – BUILDING MANAGEMENT COMMITTEE

5. BUILDING MANAGEMENT COMMITTEE

5.1 Establishment

- (a) Registration of this Statement establishes the Building Management Committee.
- (b) The Members must always have a Building Management Committee.

5.2 Composition generally

- (a) This clause 5.2 sets out the general principles of membership of the Building Management Committee.
- (b) Generally, the Members of the Building Management Committee are:
 - (i) each Owners Corporation; and
 - (ii) each Stratum Lot Owner.
- (c) If a Stratum Lot is subdivided after registration of this Statement into further Stratum Lots, then the Members of the Building Management Committee with respect to that Stratum Lot are the Owners of each of the new Stratum Lots created by the Subdivision.
- (d) If a Stratum Lot is subdivided after registration of this Statement by a Strata Plan, then the Member of the Building Management Committee with respect to that Stratum Lot is the Owners Corporation constituted by registration of that Strata Plan.

5.3 Representatives

- (a) Each Member:
 - (i) must appoint a Representative to represent it on the Building Management Committee; and
 - (ii) must promptly give to the Strata Manager notice of the name, address and telephone number of its Representative and its Substitute Representative.
- (b) Anything done by a Representative or Substitute Representative of a Member appointed to the Building Management Committee has the same effect as if done by the Member.
- (c) Each Member:
 - (i) may appoint a Substitute Representative for a particular meeting or meetings;
 - (ii) may change its Representative at any time;
 - (iii) may change its Substitute Representative at any time; and
 - (iv) who is an Owners Corporation agrees it will give all necessary directions to its Representative and any Substitute Representative to enable that party to vote at meetings of the Building Management Committee.

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5.4 Functions

The Functions of the Building Management Committee are to:

- (a) make decisions about matters delegated to the Building Management Committee under this Statement;
- (b) make decisions about:
 - (i) keeping the Fire Exit Areas clean, safe and in a good state of repair and condition; and
 - (ii) keeping the doors to the Fire Exit Areas operational;
- (c) operate and Repair the Shared Facilities;
- (d) change, add to or extend the Shared Facilities;
- (e) change, add to or adjust the Shared Costs (except those relating to Insurances which are governed by the Legislation);
- (f) make decisions concerning the Shared Costs including:
 - (i) the manner in which they are paid;
 - (ii) the manner in which they are collected; and
 - (iii) the manner in which contributions to the Shared Costs are banked and the manner in which, and by whom, cheques are drawn;
- (g) convene and hold meetings;
- (h) determine and levy contributions to the Administrative Fund and the Sinking Fund and make payments from those funds;
- (i) effect the Insurances;
- (j) engage contractors and agents to clean, operate, maintain, renew and replace the Shared Facilities;
- (k) make decisions regarding:
 - (i) the appointment of a Strata Manager;
 - (ii) the terms of his engagement; and
 - (iii) any other matter in connection with the Strata Manager and his appointment;
- (l) make decisions regarding:
 - (i) the appointment of a Facilities Manager;
 - (ii) the terms of his engagement; and
 - (iii) any other matter in connection with the Facilities Manager and his appointment;

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- (m) supervise any contractor or agent contracted to or engaged by the Building Management Committee;
- (n) make Rules; and
- (o) comply with this Statement and the Legislation.

5.5 Officers of the Building Management Committee

- (a) The Building Management Committee:
 - (i) must appoint a Chairperson for each meeting;
 - (ii) must appoint a Secretary;
 - (iii) must appoint a Treasurer;
 - (iv) may appoint any other Officer considered necessary by the Building Management Committee; and
 - (v) must state the duties of an Officer on appointment if the Building Management Committee requires the Officer to perform the Officer's duties under its directions.
- (b) To be eligible for appointment, an Officer must be a Representative, a Substitute Representative or the Strata Manager.
- (c) The Building Management Committee may:
 - (i) terminate the appointment of an Officer at any time at a meeting by Unanimous Resolution;
 - (ii) appoint a new Officer at any time; and
 - (iii) appoint the same person to hold one or more of the positions referred to in clause 5.5(a).
- (d) An Officer ceases to be an Officer in the following circumstances:
 - (i) they cease to be a Representative, Substitute Representative or the Strata Manager;
 - (ii) they are dismissed by the Building Management Committee;
 - (iii) the Building Management Committee appoints a replacement Officer to fill their position; and
 - (iv) the Officer resigns in writing from their position.

5.6 Secretary

The Functions of the Secretary are to:

- (a) perform the administrative, bookkeeping and secretarial Functions of the Building Management Committee;
- (b) convene meetings;
- (c) prepare and distribute notices and minutes of meetings; and

- (d) keep the books and records.

5.7 Treasurer

- (a) The Functions of the Treasurer are to:
- (b) prepare budgets;
- (c) prepare financial statements;
- (d) send out notices for, collect and bank contributions to the Administrative Fund and the Sinking Fund;
- (e) pay accounts; and
- (f) keep the accounting records of the Building Management Committee.

5.8 Chairperson

- (a) The Functions of the Chairperson are to preside at those meetings of the Building Management Committee which he attends.
- (b) If the Chairperson does not attend a meeting, the Representatives or Substitute Representatives present at that meeting may appoint another Representative or Substitute Representative to chair that meeting.

5.9 Power to appoint

In the exercise of its Functions, the Building Management Committee may:

- (a) enter into contracts with consultants, experts and other such parties;
- (b) enter into contracts with third party service providers;
- (c) engage consultants, experts and other such parties; and
- (d) appoint any party its agent to enter into contracts or other arrangements on behalf of the Building Management Committee.

5.10 Strata Manager and Facilities Manager

The Building Management Committee:

- (a) must appoint a Strata Manager; and
- (b) must appoint a Facilities Manager.

6. MEETINGS AND PROCEDURES FOR MEETINGS

6.1 Meetings

The Building Management Committee must hold a meeting if:

- (a) requested by notice in writing by a Member to convene the meeting;
- (b) the Building Management Committee resolves to hold the meeting;

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- (c) the Strata Manager resolves to hold the meeting (if the Strata Manager has been delegated that Function);
- (d) no other meeting has been held in the preceding 6 month period; or
- (e) the Building Management Committee is otherwise required to do so under this Statement or by Law.

6.2 Request for meeting

- (a) A request for a meeting must state the issue or proposal for the meeting.
- (b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

6.3 Convening meetings

A meeting may be convened by:

- (a) the Secretary;
- (b) another Officer if the Secretary is absent or unable to convene the meeting; or
- (c) the Strata Manager (if the Strata Manager has been delegated that Function).

6.4 Notice of meetings

- (a) Normally at least 5 Business Days notice of a meeting must be given to each Member.
- (b) In the case of an emergency, shorter notice may be given.
- (c) A meeting must be called within 5 Business Days of receiving a written notice from a Member calling for a meeting.

6.5 Service of notices for meetings

- (a) Notices of a meeting may be sent:
 - (i) by hand;
 - (ii) by facsimile transmission; or
 - (iii) by security post.
- (b) A notice is deemed to be given:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time recorded on the transmission report; and
 - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.
- (c) Clause 6.5(b)(ii) does not apply if:
 - (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

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(ii) the transmission report of the sender indicates a faulty or incomplete transmission.

(d) Notices must be addressed to the Representative of a Member as notified under clause 5.3.

6.6 Quorum

- (a) A quorum must be present at a meeting of the Building Management Committee before the Building Management Committee may vote on any motion.
- (b) A quorum for a meeting is the Representative (or proxy) or Substitute Representative (or proxy) of each Member.
- (c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting stands adjourned without the need for further notice for 2 Business Days (to be held at the same time and place as the adjourned meeting).
- (d) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (e) The quorum for the adjourned meeting is the Representative (or proxy) or Substitute Representative (or proxy) of each Member.

6.7 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

6.8 Voting

- (a) Subject to the provisions of this Statement, at each meeting of the Building Management Committee, each Member through its Representative or Substitute Representative is entitled to vote at meetings of the Building Management Committee.
- (b) Subject to the provisions of this Statement, the Member for each Building in the left hand column of the following table has the number of votes on motions at meetings of the Building Management Committee set out in the right hand column of the table.

Building	Vote
Residential Building	1
Commercial/Retail Building	1

6.9 Restrictions on voting

- (a) A Defaulting Member is not entitled to vote at meetings of the Building Management Committee.
- (b) The Representative who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (c) A Member may vote on a motion regarding a Shared Facility only if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

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6.10 Voting arrangements when a Subdivision occurs

If after registration of this Statement a Stratum Lot is subdivided into further Stratum Lots, then:

- (a) the provisions of clause 5.2(c) apply as regards membership; and
- (b) regardless of anything to the contrary in this Statement, the New Members of the Building Management Committee created by the Subdivision have the same number of votes between them on motions before the Building Management Committee as the original Member prior to the Subdivision (in other words, the Subdivision of a Stratum Lot into further Stratum Lots does not create further voting rights in favour of that subdivided Stratum Lot).

6.11 Decisions

- (a) Decisions of the Building Management Committee may only be made at a properly convened meeting of the Building Management Committee and by a Unanimous Resolution.
- (b) If a Unanimous Resolution is not made on any motion before a meeting of the Building Management Committee, then the motion must be deferred to an adjourned meeting to be held without the need for further notice at the same time and place 2 Business Days after the meeting at which the motion was deferred.
- (c) A Deadlock on a motion occurs if a Unanimous Resolution is not reached on that motion at the second meeting of the Building Management Committee.

6.12 Deadlock

- (a) A Deadlock occurs:
 - (i) in the circumstances referred to in clause 6.11(c); and
 - (ii) in circumstances where a quorum is not achieved at an adjourned meeting of the Building Management Committee (see clause 6.6(e)).
- (b) Where a Deadlock occurs, a Dispute is deemed to have arisen between the Members to be determined in accordance with the Dispute Clause. A Member may serve a Dispute Notice at any time after a Dispute is deemed to have arisen and before the Dispute is settled.

6.13 Instructions by a Member

A Representative or a Substitute Representative must vote at a meeting according to the instructions given by the Member who appointed the Representative or Substitute Representative.

6.14 Attendance at a meeting

An Owner may attend any meeting of the Building Management Committee. An Owner who attends a meeting may only address the meeting with the consent of the Building Management Committee.

6.15 Meetings held in writing

The Building Management Committee may hold a meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) notice of the meeting is served according to this Statement;
- (b) the notice is accompanied by a voting paper; and

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- (c) the required number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the meeting before the meeting is due to commence.

6.16 Voting by proxy

- (a) Subject to the provisions of this clause, Members, Representatives and Substitute Representatives may appoint a proxy to vote at any meeting.
- (b) A Representative and Substitute Representative may only appoint a proxy if the Member who appointed them has authorised them to appoint that proxy.
- (c) The Building Management Committee may from time to time prescribe the form of proxy.
- (d) The proxy form must be executed by the Representative or Substitute Representative appointing the proxy and the proxy, and must be delivered to the Strata Manager prior to the commencement of the first meeting at which the proxy may vote.
- (e) Members created on the Subdivision of a Stratum Lot may jointly appoint a proxy to exercise the vote for all of those Members (see clause 5.2(c) and clause 6.10(b)).
- (f) A proxy must be a natural person.
- (g) A proxy cannot vote on any motion if the Representative or Substitute Representative appointing the proxy votes on that motion.

7. BOOKS AND RECORDS

7.1 Obligations of Building Management Committee

- (a) The Building Management Committee must:
 - (i) keep records and books of account of all the amounts payable and payments made under this Statement; and
 - (ii) enter all matters and transactions usually entered in books of account kept by property managers.
- (b) The Building Management Committee must make the records and books of account available for inspection during normal business hours on reasonable notice by a Party.
- (c) The Building Management Committee must keep copies of notices given or received, agendas, motions and minutes.

7.2 Inspection fee

The Building Management Committee may charge an inspection fee for making the items the subject of clauses 7.1 available, which it may require to be paid prior to complying with its obligations in that clause.

8. RULES

8.1 Power in Building Management Committee

The Building Management Committee may make Rules in connection with matters arising out of this Statement, to assist the Building Management Committee in carrying out its Functions or in connection with the activities of Parties to the extent they relate to matters over which the Building Management Committee may have jurisdiction.

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8.2 Building Management Committee may amend Rules

The Building Management Committee may amend any Rule it has made.

8.3 Copy of Rules and amendments

- (a) The Building Management Committee must promptly send to each Member a copy of any Rule or amended Rule.
- (b) Members who are Owners Corporations must communicate any new Rule and any amendment to any Rule to the Strata Lot Owners in its Strata Building within 14 days of receiving notification of it from the Building Management Committee.

8.4 Inconsistency

Any Rule and any amendment to a Rule must not be inconsistent with this Statement.

8.5 Parties must comply

Parties are bound by, and must comply with, all Rules and all amendments to Rules made by the Building Management Committee in accordance with this clause.

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SECTION 3 – MAINTENANCE

9. MAINTENANCE, REPAIR AND ARCHITECTURAL CODE

9.1 Strata Buildings

- (a) The Owners Corporation for each Strata Building must carry out its obligations to maintain and Repair Common Property and personal property vested in the Owners Corporation in accordance with section 62 of the Management Act.
- (b) The Owners Corporation for each Strata Building may only make a determination under section 62(3) of the Management Act if it first obtains the consent of the Building Management Committee.
- (c) If an Owners Corporation breaches clause 9.1(b) the Owners Corporation must still maintain, renew, replace or Repair the particular item which is the subject of the determination.
- (d) Each Owners Corporation must:
 - (i) ensure all windows in its Building are cleaned on a regular basis;
 - (ii) keep the external areas of its Building free from graffiti;
 - (iii) put in place procedures so that each item of equipment in its Strata Building which would have an adverse impact on the proper functioning of a Shared Facility if not properly maintained or Repaired, is regularly inspected, maintained, Repaired and kept in a sound structural, fully operational and working condition; and
 - (iv) whenever reasonably necessary, renew or replace any item of equipment which, if not renewed or replaced, would have an adverse impact on the proper functioning of any Shared Facility.

9.2 Stratum Buildings

- (a) Each Stratum Building Owner must:
 - (i) properly maintain and keep in a state of good and serviceable Repair its Building (including without limitation walls, windows, doors, roofs, pathways, entrances and gardens);
 - (ii) ensure the structural integrity of its Building is maintained;
 - (iii) keep the external areas of its Building free from graffiti;
 - (iv) put in place procedures so that each item of equipment in its Building which would have an adverse impact on the proper functioning of a Shared Facility if not properly maintained or Repaired, is regularly inspected, maintained, Repaired and kept in a sound structural, fully operational and working condition; and
 - (v) whenever reasonably necessary, renew or replace any item of equipment which, if not renewed or replaced, would have an adverse impact on the proper functioning of any Shared Facility.

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- (b) The obligations of each Stratum Building Owner in clause 9.2(a)(i) are subject to fair wear and tear and damage by fire, explosion, war, water and any other risk covered by Insurances effected by the Building Management Committee.

9.3 Exclusion

Regardless of anything to the contrary in this Statement:

- (a) clause 9.1(a) does not oblige an Owners Corporation to maintain Shared Facilities which are located within its Building and which are the responsibility of the Building Management Committee; and
- (b) clause 9.2 does not oblige a Stratum Building Owner to maintain Shared Facilities which are located within its Building and which are the responsibility of the Building Management Committee.

9.4 Failure of Stratum Building Owner to carry out obligations

- (a) If a Stratum Building Owner fails to carry out any of its obligations under clause 9.2(a) then the Building Management Committee may in general meeting by way of a Unanimous Resolution determine to carry out that obligation in the manner contemplated by this clause.
- (b) If the Building Management Committee makes a determination contemplated by clause 9.4(a), then the Building Management Committee may enter the relevant Stratum Building with or without tools, equipment and contractors and remain there for such period of time as may be reasonable to exercise its rights in this clause.
- (c) In exercising its rights in this clause, the Building Management Committee must:
- (i) ensure all work is done properly;
 - (ii) cause as little interference as practical to the Stratum Building Owner and any Stratum Building Occupier;
 - (iii) cause as little damage as possible to the Stratum Building; and
 - (iv) if damage is caused, restore the Stratum Building as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except where urgent work is required, the Building Management Committee must:
- (i) by written notice to the Stratum Building Owner give the Stratum Building Owner a reasonable period of time, having regard to the nature of the obligation, to carry out the obligation which the Stratum Building Owner has failed to perform; and
 - (ii) give the Stratum Building Owner reasonable notice of intention to enter the Stratum Building in exercise of its right in this clause.
- (e) The Building Management Committee may recover from the Stratum Building Owner as a debt due and owing in any competent court of jurisdiction any monies expended or incurred by the Building Management Committee in exercising its rights in this clause.

9.5 Failure of Owners Corporation to carry out obligations

- (a) If an Owners Corporation fails to carry out any of its obligations under clause 9.1(a) or clause 9.1(d), then the Building Management Committee may in general meeting by way of a

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Unanimous Resolution determine to carry out that obligation in the manner contemplated by this clause.

- (b) If the Building Management Committee makes a determination contemplated by clause 9.5(a) then the Building Management Committee may enter the relevant Strata Building with or without tools, equipment and contractors and remain there for such period of time as may be reasonable to exercise its rights in this clause.
- (c) In exercising its rights in this clause, the Building Management Committee must:
 - (i) ensure all work is done properly;
 - (ii) cause as little interference as practical to the Owners Corporation, any Strata Lot Owner and any Strata Lot Occupier;
 - (iii) cause as little damage as possible to the Strata Building; and
 - (iv) if damage is caused, restore the Strata Building as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except where urgent work is required, the Building Management Committee must:
 - (i) by written notice to the Owners Corporation give the Owners Corporation a reasonable period of time, having regard to the nature of the obligation, to carry out the obligation which the Owners Corporation has failed to perform; and
 - (ii) give the Owners Corporation reasonable notice of intention to enter the Strata Building in exercise of its right in this clause.
- (e) The Building Management Committee may recover from any Owners Corporation as a debt due and owing in any competent court of jurisdiction any monies expended or incurred by the Building Management Committee in exercising its rights in this clause.

9.6 Access rights

- (a) In exercising its obligations in clause 9.1(a) and 9.1(d), an Owners Corporation must use its best endeavours to exercise those obligations within the boundaries of its Strata Building. If, having used its best endeavours, the Owners Corporation requires access over any other Building in the Complex for the purposes of performing its obligations in either clause 9.1(a) or clause 9.1(d), the Owner of that Building must permit the Owners Corporation reasonable access over relevant parts of its Building for the purposes of enabling the Owners Corporation to carry out its functions. The Owners Corporation must reimburse each other Owner over whose Building access is required the costs, expenses, charges and costs incurred by that Owner as a result of the Owners Corporation exercising its functions in this clause.
- (b) In exercising its obligations in clause 9.2, a Stratum Building Owner must use its best endeavours to exercise those obligations within the boundaries of its Stratum Building. If, having used its best endeavours, the Stratum Building Owner requires access over any other Building in the Complex for the purposes of performing its obligations in clause 9.2, the Owner of that Building must permit the Stratum Building Owner reasonable access over relevant parts of its Building for the purposes of enabling the Stratum Building Owner to carry out its functions. The Stratum Building Owner must reimburse each other Owner over whose Building access is required the costs, expenses, charges and costs incurred by that Owner as a result of the Stratum Building Owner exercising its functions in this clause.

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9.7 Architectural Code

- (a) By Unanimous Resolution, the Members may adopt an Architectural Code and make Rules about matters relating to compliance with, and enforcement of, the Architectural Code.
- (b) The Parties must comply with the Architectural Code and any such Rules.

9.8 Defects

- (a) If repair or maintenance work is required to a Shared Facility or part of a Shared Facility or if a Shared Facility or part of a Shared Facility requires replacement and that Shared Facility or the Member in whose Building the Shared Facility is located has the benefit of a warranty (whether implied by legislation, in contract or otherwise), then that Member must do all that is necessary to have the relevant Shared Facility or part of it repaired, maintained or replaced under the warranty.
- (b) If agreed between the Building Management Committee and the Member, the Member must (if it is possible to do so) assign or novate the benefit of any warranty to the Building Management Committee to enable the Building Management Committee to enforce any warranty.

9.9 Obligations of Building Management Committee regarding redevelopment and upgrade works

- (a) At intervals of not less than 5 years commencing on the date of registration of this Statement, the Building Management Committee must hold a general meeting for the purposes of discussing any redevelopment proposal or upgrade proposal for the Complex in part or as a whole.
- (b) The Building Management Committee may by Unanimous Resolution determine to redevelop or upgrade the Complex in part or as a whole.
- (c) If the Building Management Committee by Unanimous Resolution decides to redevelop or upgrade the Complex in part or as a whole, it must then proceed to engage the relevant consultants and obtain the relevant approvals to effect the relevant motions of the Building Management Committee.
- (d) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading or redevelopment work.
- (e) Each Member may, in its absolute discretion and at its sole cost, upgrade or redevelop the part of the Complex it owns.

SECTION 4 – SHARED FACILITIES AND SHARED COSTS

10. SHARED FACILITIES

10.1 Shared Facilities

- (a) Shared Facilities are facilities and services in the Complex which are located on the land of a Member and which are used by:
 - (i) that Member and other Members; or
 - (ii) a Member or Members other than the Member on whose land the facilities and services are located.
- (b) Section 14 details the Shared Facilities and describes the manner of dividing the costs of the Shared Facilities.
- (c) The Parties acknowledge the Shared Facilities and the Shared Costs at the time of registration of this Statement were determined by an independent expert. The Parties agree the Shared Facilities and the Shared Costs in this Statement as at the date of registration of this Statement reflect the true and correct position in connection with those matters.

10.2 Responsibility of Building Management Committee

- (a) Unless the responsibility for a Shared Facility lies with another Party in accordance with the terms of this Statement, the Building Management Committee has the responsibility for the insurance, operation and Repair of the Shared Facility.
- (b) The Building Management Committee, at its discretion, may enter into maintenance agreements with contractors to operate and Repair the Shared Facilities.

10.3 Government Agency compliance

The Building Management Committee must:

- (a) arrange for the inspection of the Shared Facilities if required by any Authority or any Law; and
- (b) obtain any certification of the Shared Facilities required by any Authority or any Law.

10.4 Use of Shared Facilities

- (a) Unless specified elsewhere in this Statement, the Members entitled to access and use a Shared Facility are the Members who contribute to the costs of the Shared Facility.
- (b) Where a Member is an Owners Corporation, Owners and Occupiers of Strata Lots in the Strata Scheme for that Owners Corporation are entitled to use the Shared Facility (subject to any rules or by-laws of the Strata Scheme or in this Statement in connection with the use of that Shared Facility).
- (c) Where a Member is a Stratum Lot Owner, Stratum Lot Occupiers of that Member's Building are entitled to use the Shared Facility (subject to any agreement to the contrary the Stratum Lot Owner may have with a Stratum Lot Occupier and subject to the conditions of this Statement).
- (d) Each Party entitled to have access to and use a Shared Facility:
 - (i) may only use a Shared Facility for its intended purpose;

- (ii) must notify the Building Management Committee of any damage to or defect in a Shared Facility immediately it becomes aware of any such damage or defect; and
- (iii) must compensate the Building Management Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

10.5 Changing Shared Facilities and Shared Costs by Building Management Committee

- (a) The Building Management Committee may by Unanimous Resolution:
 - (i) vary, modify, add to or adjust the Shared Facilities in Section 14; and
 - (ii) change the costs, add new costs or adjust the proportion of Shared Costs for any Shared Facility or Shared Facilities.
- (b) If this occurs, the Shared Facilities in Section 14 and the division of costs (as the case may be) are automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the NSW Department of Lands to record the change.

10.6 Changing Shared Facilities and Shared Costs during Development Period

- (a) The provisions of this clause 10.6 apply during the Development Period.
- (b) Members and Parties acknowledge:
 - (i) it may be necessary to alter or add to the Shared Facilities or the Shared Costs to more accurately reflect the arrangements in connection with the Shared Facilities and the Shared Costs or as a result of any Development or Subdivision of a Stratum Lot; and
 - (ii) any such changes would require this Statement being amended and an amendment to the Statement registered at the NSW Department of Lands.
- (c) Members agree not to object to any such changes and amendments recommended by the Original Proprietor and will be regarded as having consented to:
 - (i) any such changes to the Shared Facilities or the Shared Costs; and
 - (ii) any amendment to this Statement,

which may be recommended by the Original Proprietor.
- (d) Subject to clause 10.6(g), Members who are Owners Corporations agree they will pass the necessary special resolutions consenting to the amendments to this Statement contemplated by clauses 10.6(b) and 10.6(c) and will execute the documents required to enable registration of any such amendments.
- (e) Subject to clause 10.6(g), each Strata Lot Owner agrees they will vote in favour of any motion at a meeting of their Owners Corporation to give effect to clauses 10.6(b) and 10.6(c).
- (f) Subject to clause 10.6(g), members who are Stratum Lot Owners agree to execute the documents required to enable registration of any amendment contemplated by clauses 10.6(b) and 10.6(c).

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- (g) A Party is not obligated to agree to any changes to the Shared Facilities or the division of costs of any Shared Facility if the change would result in that Party not having access to a Shared Facility which it would have had but for the change.

11. SHARED COSTS

11.1 Obligation of Building Management Committee

The Building Management Committee must levy contributions on Members to meet the Shared Costs, and Members must pay those contributions, in the proportions and in the manner provided by this Statement and the Legislation.

11.2 Proportions of Shared Costs

The Shared Facilities and the respective proportions of the Shared Costs are detailed in Section 14.

11.3 Proportions for Insurances

The respective proportions for the Insurances are the relative proportion of replacement value as required by section 84(4) of the Management Act.

11.4 Effect of Subdivision on proportions

- (a) If a Stratum Lot is subdivided into further Stratum Lots, the proportion of Shared Costs which the New Members created by the Subdivision must pay is equal to the proportion payable by the original Member prior to the Subdivision (for example, if a Stratum Lot is subdivided to create 3 new Stratum Lots, the aggregate of the proportions payable by the 3 New Members for the 3 new Stratum Lots is the same as the proportion payable by the original Member prior to the Subdivision).
- (b) Within 14 days of the Subdivision, the original Member must notify the Building Management Committee in writing of the proportion payable by each New Member. If the notice is not given within the time provided by this clause, until the Building Management Committee receives such a notice from the original Member, the proportion shall be such amount as determined by the Building Management Committee (acting reasonably).
- (c) Any notice from the original Member in the manner contemplated by this clause must be signed by each of the New Members as consent by them to the proportions specified in the notice.

12. RIGHTS IN CONNECTION WITH CERTAIN SHARED FACILITIES

12.1 Independent Shared Facilities

- (a) It is the intention of the Parties that the Shared Facilities referred to in this clause will be operated, maintained, repaired and renewed by the Member in whose Building the Shared Facility is located.
- (b) The Shared Facilities to which this clause relates are those referred to in the Particulars.

12.2 Costs in connection with Independent Shared Facilities

- (a) Notwithstanding anything to the contrary in this Statement, the Member in whose Building the Independent Shared Facility is located has the responsibility for the management of the operation, insurance and Repair of that Shared Facility, with the costs for doing so being charged and recovered in the following manner:

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- (i) no later than the 14th day after the end of each month, the Member must submit to the Strata Manager for payment by the Building Management Committee the costs in connection with operating, insuring and Repairing the Independent Shared Facility; and
 - (ii) the invoices submitted under clause 12.2(a)(i) must itemise each item of expenditure incurred by or on behalf of the Member in connection with the operation, insurance and Repair of the Independent Shared Facility.
- (b) The costs in connection with the operation and Repair of the Independent Shared Facilities are Shared Costs and are recoverable from Members in the same manner as costs for the Shared Facilities.

SECTION 5 – FINANCIAL AFFAIRS

13. RIGHTS IN CONNECTION WITH CERTAIN SHARED FACILITIES

13.1 Administrative Fund and Sinking Fund

- (a) Within one month after the registration of this Statement, the Building Management Committee must establish an Administrative Fund and a Sinking Fund.
- (b) The Administrative Fund must be used to:
 - (i) pay the day to day expenses of cleaning, operating and maintaining the Shared Facilities;
 - (ii) pay the premium for the Insurances; and
 - (iii) pay any other costs which are not Sinking Fund costs.
- (c) The Building Management Committee must use the Sinking Fund to pay all costs for renewing, upgrading and replacing the Shared Facilities.

13.2 Budget

- (a) The Building Management Committee must determine a budget for each Year.
- (b) Each budget must be based on an estimate of the costs and expenditures to:
 - (i) pay Shared Costs; and
 - (ii) satisfy any obligation of the Building Management Committee under this Statement, the Legislation or any other Law.
- (c) Each budget must contain itemised details of:
 - (i) each Shared Facility for which a Member is responsible to contribute;
 - (ii) each item of Insurance for which a Member is responsible to contribute; and
 - (iii) the amount which each Member must contribute to each Shared Facility and each item of Insurance.

13.3 Contributions

- (a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Sinking Fund for each Year. The amount of the contributions must be based on the budget for the relevant Year.
- (b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Sinking Fund in accordance with each of their relevant proportions.
- (c) Contributions are due and payable by Members for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

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13.4 Payment by Members

- (a) Each Member must pay each levy contribution within one month of the due date for the payment of the levy.
- (b) If a Member fails to do so, it becomes a Defaulting Member.

13.5 Interest for late payment

- (a) A Defaulting Member must pay interest on each amount not paid within 30 days of the due date, with the interest being calculated from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.

13.6 Financial statement

As soon as practicable, but no later than 3 months after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds in the Administrative Fund and the Sinking Fund.

13.7 Additional amounts payable

If the amounts payable or paid under clause 13.4 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Sinking Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

13.8 Deposit of moneys

- (a) The Building Management Committee must open accounts for the Administrative Fund and Sinking Fund with its bank, building society or credit union.
- (b) The Building Management Committee must:
 - (i) deposit into the Administrative Fund all amounts and levies received from Members as contributions to the Administrative Fund; and
 - (ii) deposit into the Sinking Fund all amounts and levies received from Members as contributions to the Sinking Fund.
- (c) The Building Management Committee must pay all invoices, statements and accounts of the Building Management Committee out of either the Administrative Fund or the Sinking Fund in the manner required by clauses 13.1(b) and 13.1(c).
- (d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Sinking Fund must be credited to Sinking Fund.

13.9 Surplus funds

- (a) The Building Management Committee may distribute surplus funds in shares determined by the Building Management Committee.
- (b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

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13.10 Dispute

- (a) If there is a Dispute about the payment of an amount, before resolution of the Dispute, each Member must pay the amounts advised.
- (b) After resolution of the Dispute, the Building Management Committee must make an appropriate adjustment or payment.

SECTION 6 – SERVICE PROVIDERS

14. STRATA MANAGER

14.1 Appointment

- (a) The Building Management Committee has the power to and must:
 - (i) appoint a Strata Manager; and
 - (ii) enter into an agreement with the Strata Manager to assist the Building Management Committee perform its secretarial and administrative Functions.
- (b) The Strata Manager appointed by the Building Management Committee must be a strata managing agent as contemplated by Part 4 of the Management Act and hold a strata managing agent's licence under the *Property, Stock and Business Agents Act 2002 (NSW)*.
- (c) When appointing strata managers for their Strata Schemes, Owners Corporations must take into consideration the advantages of the same strata manager being appointed for the Building Management Committee and the Strata Schemes in the Building.
- (d) The Building Management Committee must monitor the performance of the Strata Manager.

14.2 Delegation of Functions

- (a) Subject to clause 14.2(b) the Building Management Committee may delegate its Functions and the Functions of its Officers to the Strata Manager.
- (b) The Building Management Committee may not delegate the following Functions to the Strata Manager:
 - (i) Functions which the Building Management Committee may only exercise by Unanimous Resolution;
 - (ii) the Function to determine levies to the Administrative Fund and the Sinking Fund; and
 - (iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

14.3 Management Fee

If a Strata Manager is appointed, the Members must contribute to the Management Fee in the proportions set out in Section 14.

14.4 Strata Manager as agent

The Building Management Committee may require the Strata Manager to:

- (a) ensure or supervise the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
- (b) effect and maintain the Insurances on behalf of the Members;
- (c) implement decisions made by the Building Management Committee;
- (d) carry out the Building Management Committee's obligations in respect of any agreement; and

- (e) comply with any obligations of the Building Management Committee under the Legislation or this Statement.

15. FACILITIES MANAGER

15.1 Appointment

- (a) The Building Management Committee has the power to and must:
 - (i) appoint a Facilities Manager; and
 - (ii) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its Functions in connection with the maintenance, repair, renewal and servicing of the Shared Facilities.
- (b) The Building Management Committee may, subject to clause 15.1(c), delegate its Functions to the Facilities Manager.
- (c) The Building Management Committee may not delegate these Functions to the Facilities Manager:
 - (i) Functions which the Building Management Committee decides may only be performed by the Building Management Committee; and
 - (ii) the Function to determine and levy contributions on Members.
- (d) The Building Management Committee must monitor the performance of the Facilities Manager.

15.2 Facilities Management Fee

If a Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in Section 14.

15.3 Obligations of Facilities Manager

- (a) The Building Management Committee may require the Facilities Manager to:
 - (i) ensure or supervise the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (ii) implement decisions made by the Building Management Committee;
 - (iii) carry out the Building Management Committee's obligations in respect of any agreement; and
 - (iv) comply with any obligations of the Building Management Committee under the Legislation or this Statement.
- (b) The Building Management Committee must require (and enforce against if necessary) the Facilities Manager, as part of its duties and in order to accommodate access provisions for people with a disability, to develop and implement an operational management strategy under which the Facilities Manager:
 - (i) provides a 24 hour security caretaker based at a concierge desk in the Residential Building;

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- (ii) provides assistance if required to employees to access premises in the Retail/Commercial Building after regular trading hours; and
- (iii) assist in emergency agres, adaption of car spaces by the removal of bollards and if required assistance to residents of the adaptable apartments in the Residential Building to access garbage rooms.

SP 84868**SECTION 7 – SERVICES AND OPERATIONS****16. SERVICES****16.1 Services used exclusively by one Party**

- (a) Where an item of Services Apparatus in a Building (in this clause 16.1 called the “Burdened Building”) is used exclusively for a Service in connection with another Building (in this clause 16.1 called the “Benefited Building”):
- (i) that item must be maintained in good order and operated, insured and Repaired by the Owner of the Benefited Building at that Owner’s expense; and
 - (ii) to enable that Owner to exercise its rights and obligations in this clause 16.1, that Owner may:
 - (A) after giving reasonable notice to the Owner of the Burdened Building (except in an emergency when notice is not required), enter such part of the Burdened Building in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances, to carry out that Owner’s rights and obligations;
 - (B) remain there for such reasonable time as may be necessary in the circumstances;
 - (C) take anything onto the Burdened Building for purposes associated with that Owner’s rights and responsibilities; and
 - (D) carry out work to the Burdened Building for purposes associated with that Owner’s rights and responsibilities.
- (b) In exercising the rights and obligations conferred on it by this clause 16.1, the Owner of the Benefited Building must:
- (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the Owner of the Burdened Building and any Occupier of the Burdened Building;
 - (iii) cause as little damage as is practicable to the Burdened Building;
 - (iv) restore the Burdened Building as nearly as practicable to its former condition;
 - (v) make good any damage attributable to the activities referred to in this clause; and
 - (vi) (if required by the Owner of the Burdened Building), be accompanied by a representative of the Owner of the Burdened Building and comply with the reasonable directions of that Owner.
- (c) Where the Owner of the Benefited Building:
- (i) has failed to carry out a responsibility imposed by clause 16.1(a) or clause 16.1(b); and
 - (ii) the Owner of the Burdened Building has given the Owner of the Benefited Building written notice of such failure and the Owner of the Benefited Building has failed to carry out its responsibility within a reasonable time after receipt of the notice,

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the Owner of the Burdened Building may take all lawful steps necessary to ensure the responsibility is carried out any may recover from the Owner of the Benefited Building any reasonable expense incurred by the Owner of the Burdened Building.

16.2 Joint Services

Where an item of Services Apparatus in a Building is used for a Service in connection with that Building and another Building or other Buildings in the Complex:

- (a) so much of the item which is a Shared Facility must be maintained in good order and operated, insured and Repaired by the party identified in this Statement as having that responsibility; and
- (b) so much of the item which is not a Shared Facility must be maintained in good order and operated, insured and Repaired by the Owner of the Burdened Building at that Owner's expense except in circumstances where maintenance or Repair work is required as a result of:
 - (i) any act or omission of the Owner of the Benefited Building (or any person on behalf of that Owner) in which event the maintenance or Repair work must be carried out at that Owner's expense; or
 - (ii) anything emanating or that has arisen from the Benefited Building in which event the maintenance or Repair work must be carried out at the expense of the Owner of the Benefited Building.

16.3 Role of Building Management Committee

The provisions of clause 16.1 do not apply to any item of Services Apparatus which is a Shared Facility for which the Building Management Committee has the responsibility to maintain under this Statement.

17. FIRE EXIT AREAS

17.1 Rights and obligations of each Party in connection with Fire Exit Areas

- (a) Each Party has at all times the unrestricted right in the event of fire, other emergency or for fire drill purposes, to go pass and repass over the Fire Exit Areas located in the Complex.
- (b) Each Party having the benefit of this clause 17.1 agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.

17.2 Obligations of Building Owners in connection with Fire Exit Areas

- (a) Each Building Owner must not do anything to prevent or restrict the use of the Fire Exit Areas located in its Building to the Parties having the benefit of them under clause 17.1.
- (b) Each Building Owner agrees as follows in connection with the Fire Exit Areas in its Building:
 - (i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;
 - (ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed;
 - (iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;
 - (iv) it will not obstruct the Fire Exit Areas; and

- (v) it will comply with the requirements of, and notices issued by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.
- (c) On giving reasonable notice to a Building Owner and provided the reasonable requirements of the Building Owner are complied with about access, another Building Owner may have access to the Fire Exit Areas in the first Building Owner's Building for the purposes of establishing whether the first Building Owner is complying with its obligations in clause 17.2(b).
- (d) If the other Building Owner forms the view the first Building Owner is not carrying out its responsibilities under clause 17.2(b), it may serve notice on the Building Management Committee requesting the Building Management Committee to investigate the matter and if necessary to issue a notice to the first Building Owner.
- (e) If the Building Management Committee receives any such notice it must cause the matter to be investigated and, if it considers it relevant, engage the services of a properly qualified consultant to investigate whether the first Building Owner is complying with its obligations under clause 17.2(b).

18. FIRE SAFETY MANAGEMENT POLICY AND PROCEDURES

18.1 Emergency management procedures

The Building Management Committee must engage:

- (a) a competent and properly qualified consultant to effect emergency management procedures to safeguard people in the Complex from illness or injury while evacuating during a fire; and
- (b) an independent organisation appropriately experienced in the field to review the procedures, which include:
 - (i) evacuation and people movement strategy;
 - (ii) instructions to assist any person in immediate danger, if safe to do so;
 - (iii) search and rescue, if safe to do so;
 - (iv) closure of room doors to isolate any fire; and
 - (v) fire fighting procedures.

18.2 Fire safety management policy

- (a) The Building Management Committee must develop a formal fire safety management policy for the Building, which includes:
 - (i) keeping unnecessary combustible loads to a minimum in all public egress areas;
 - (ii) regular housekeeping, including the removal of any random storage items, accumulated debris and combustible materials;
 - (iii) maintaining clear and accessible exit paths at all times; and
 - (iv) ensuring fire and smoke doors are closed, where appropriate, at all times.
- (b) The Building Management Committee must make Rules to implement the policy and procedures referred to in this clause 18 and in which case the provisions of clause 8 apply.

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19. COMMERCIAL/RETAIL BUILDING

19.1 Certain air conditioners prohibited

- (a) This clause 19.1(a) applies if the Commercial/Retail Building is the subject of a Strata Scheme. Owners and Occupiers of Strata Lots in the Commercial/Retail Building and the Owners Corporation must not erect, affix or attach any air conditioning system or unit on any part of the Commercial/Retail Building which faces George Street or which is visible from George Street.
- (b) This clause 19.2(b) applies if the Commercial Retail Building is not the subject of a Strata Scheme. Owners and Occupiers of the Commercial/Retail Building must not erect, affix or attach any air conditioning system or unit on any part of the Commercial Retail Building which faces George Street or which is visible from George Street.

19.2 Signs in the Commercial/Retail Building where the Commercial/Retail Building is the subject of a Strata Scheme

- (a) This clause 19.2 applies if the Commercial/Retail Building is the subject of a Strata Scheme.
- (b) Subject to clause 19.2(c), Owners and Occupiers of Strata Lots in the Commercial/Retail Building and the Owners Corporation must not attach, erect or exhibit any Sign on any part of a Strata Lot which is visible from outside the Strata Lot or which is on any part of the Common Property. Any such Sign must be immediately removed upon issue of a notice to do so by the Building Management Committee or the Owners Corporation of the Residential Building.
- (c) The provisions of clause 19.2(b) do not apply to any Sign attached, erected on exhibited on any part of the Commercial/Retail Building for which there is a current Development Consent.
- (d) Any Sign attached, erected or exhibited on any part of the Commercial/Retail Building:
 - (i) must be kept in good repair and condition; and
 - (ii) must comply with the conditions of any Development Consent applicable to the Sign.

19.3 Signs in the Commercial/Retail Building where the Commercial/Retail Building is not the subject of a Strata Scheme

- (a) This clause 19.3 applies if the Commercial/Retail Building is not the subject of a Strata Scheme.
- (b) Subject to clause 19.3(c) Owners and Occupiers of the Commercial/Retail Building must not attach, erect or exhibit any Sign within the Commercial/Retail Building which is visible from outside the Commercial/Retail Building. Any such Sign must be immediately removed upon issue of a notice to do so by the Building Management Committee or the Owners Corporation of the Residential Building.
- (c) The provisions of clause 19.3(b) do not apply to any Sign attached, erected on exhibited on any part of the Commercial/Retail Building for which there is a current Development Consent.
- (d) Owners and Occupiers of the Commercial/Retail Building who erect a Sign on any part of the Commercial/Retail Building:
 - (i) must keep the Sign in good repair and condition; and
 - (ii) must comply with the conditions of any Development Consent applicable to the Sign.

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20. GREASE ARRESTER

20.1 Where the Grease Arrester is located

The Grease Arrester is located in the Residential Building and is the subject of easement number 16 registered with the Registered Stratum Plan.

20.2 Conditions

- (a) Owners and Occupiers acknowledge and agree that when exercising their rights under easement number 16 (referred to in clause 20.1 in this Statement):
 - (i) prior to installing any Conducting Media on the Common Property, the prior written consent of the Owners Corporation will be obtained to:
 - (A) the location of the Conducting Media; and
 - (B) the proposed works to construct or install the Conducting Media;
 - (ii) no Conducting Media may be installed which may or would be likely to impact on or affect the structural integrity of any part of the Residential Building; and
 - (iii) no Conducting Medium will be installed which would or which would be likely to obstruct the use by any Owner or Occupier in the Residential Building or any part of the Residential Building which was regularly used by that Owner or Occupier prior to the installation of the Conducting Medium.
- (b) When exercising their rights to install any Conducting Medium the subject of this clause, Owners and Occupiers must:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to other Owners and Occupiers in Residential Building;
 - (iii) cause no damage to the Residential Building and any improvement on it;
 - (iv) restore the Residential Building as nearly as practicable to its former condition; and
 - (v) make good any damage caused when carrying out their rights and obligations in the clause 20.

20.3 Responsibility to maintain

- (a) The Owner of the Commercial/Retail Building is responsible for the maintenance and repair of the tank for the Grease Arrester installed in the Residential Building.
- (b) Any Owner or Occupier in the Commercial/Retail Building who has installed a Conducting Medium in the Residential Building for the purposes of connecting to the Grease Arrester is responsible for the maintenance and repair of that Conducting Medium and must keep any Conducting Medium which it has installed in a good state of condition and repair.

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21. RESIDENTIAL BUILDING

21.1 Signs in the Residential Building

- (a) Owners and Occupiers of Strata Lots in the Residential Building must not attach, erect or exhibit any Sign on any part of their Strata Lot which is visible from outside their Strata Lot or which is on any part of the Common Property in the Residential Building.
- (b) The provisions of clause 21.1(a) do not apply to any Sign:
 - (i) attached, erected or exhibited on any part of the Residential Building for which there is a current Development Consent; and
 - (ii) to any Sign attached, erected or exhibited on any part of the Residential Building by the Original Proprietor.

22. USE OF LOADING DOCK AND SERVICE BAYS

22.1 Shared Facilities

- (a) The Loading Dock is a Shared Facility used by Owners and Occupiers in the Residential Building and the Commercial/Retail Building.
- (b) The service bays on basement level 1 of the Complex the subject of easement number 7 in the Registered Stratum Plan (being the easement called “right to use service bay variable width limited in stratum G”) is a Shared Facility used by Owners and Occupiers in the Residential Building and the Commercial/Retail Building.

22.2 Rules

The Building Management Committee may make Rules about the use of and access to the Loading Dock the subject of clause 22.1(a) and the service bays the subject of clause 22.1(b).

23. COMMERCIAL CAR PARKING SPACES

23.1 Description

The Commercial Car Parking Spaces are the two car parking spaces comprising Strata Lots in the Residential Building which are also the subject of restriction on use number 20 in the section 88B instrument registered with the Registered Stratum Plan.

23.2 No obstruction or hindrance

Owners and Occupiers in the Residential Building may not do anything or take any action to hinder or obstruct the Owners and Occupiers of the Commercial Car Parking Spaces from accessing or using the Commercial Car Parking Spaces in accordance with their rights to do so.

SECTION 8 – INSURANCES AND RELEASE

24. INSURANCES AND RELEASE

24.1 Insurances

- (a) The Building Management Committee must effect the following Insurances:
 - (i) a damage policy in accordance with the Management Act;
 - (ii) machinery breakdown insurance for each Shared Facility which is not covered under warranty;
 - (iii) public liability insurance for each Shared Facility;
 - (iv) workers compensation if required by Law; and
 - (v) any other insurance decided by the Building Management Committee.
- (b) The Building Management Committee must take out each policy:
 - (i) in the joint names of each Member; and
 - (ii) if applicable, in the name of a mortgagee under a mortgage for that party's respective rights and interests.

24.2 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months;
- (b) have the Buildings valued for insurance purposes by a qualified valuer at least once every 36 months; and
- (c) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Buildings.

24.3 Payment of premiums

The Building Management Committee must ensure that the Members pay the premiums in the relative proportion of replacement value as required by section 84(4) of the Management Act.

24.4 Affect Insurances

- (a) A Party must not at any time do anything that might:
 - (i) void or prejudice the Insurances; or
 - (ii) increase the Insurances premiums.
- (b) Clause 24.4(a) does not apply if the Party first obtains the consent of the Building Management Committee.
- (c) If a Party does anything to increase an Insurances premium, the Member must pay the increased amount.

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24.5 Use by a Party of property

- (a) If a Party is permitted to occupy, use or have access to or from any part of another Party's property in the Complex, that Party:
 - (i) does so at its own risk; and
 - (ii) releases the other Party from any:
 - (A) claim and demand of any kind; and
 - (B) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Complex.
- (b) Clause 24.5(a)(ii) does not apply to the extent the damage, death or injury is caused by the negligence of the other Party.

24.6 Insurance by Members

Each Member must effect the following insurance for that part of the Building which it owns:

- (a) public liability insurance;
- (b) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty; and
- (c) if the Member is an Owners Corporation, contents insurance for its Common Property.

24.7 Further Buildings

- (a) If the Complex is constructed in stages, the Building Management Committee must ensure the Insurances effected by the Building Management Committee are amended or increased from time to time so as to incorporate the additional stage when practical completion of that Building has occurred.
- (b) Practical completion of any further Building will be regarded as having occurred when an Occupation Certificate has issued for the Building and the certificate of practical completion has issued for the Building and (if the Building is the subject of a Strata Plan) the Strata Plan has registered.

SECTION 9 – DEVELOPMENT

25. DEVELOPMENT AND SUBDIVISION GENERALLY BY ORIGINAL PROPRIETOR

25.1 Subdivision and Development Works

- (a) The Original Proprietor may do the following in connection with a Building:
 - (i) effect a Subdivision of the Building or any part of it; and
 - (ii) carry out Development Works.
- (b) The Original Proprietor may do the following in connection with a Lot:
 - (i) effect a Subdivision of the Lot or any part of it; and
 - (ii) carry out Development Works.
- (c) Each Party agrees the Original Proprietor may authorise another party to do the things the Original Proprietor may do in this Section.
- (d) If the Original Proprietor wants to effect a Subdivision or carry out Development Works to a Building or Lot which is owned by a party other than the Original Proprietor, then the Original Proprietor must exercise its rights in this Section with the written consent of that other party.
- (e) Each Party agrees:
 - (i) not to object to any Subdivision or Development Works by the Original Proprietor or by some party or parties on behalf of the Original Proprietor;
 - (ii) not to hinder or prevent any Subdivision or Development Works by the Original Proprietor or by some party or parties on behalf of the Original Proprietor; and
 - (iii) not to hinder the registration of any Document or amendment of this Statement in connection with any Subdivision or Development Works by the Original Proprietor.
- (f) Each Party agrees Subdivision and Development Works by the Original Proprietor may be carried out without the consent of that Party. Each Party agrees that if its consent is required to any Application, Document or amendment of this Statement to enable any Subdivision or Development Works then it will endorse its consent on that Application, Document or amendment of this Statement within 14 days of request from the Original Proprietor to do so.
- (g) The Owners Corporation for each Strata Building agrees:
 - (i) it will pass the necessary resolutions consenting to any Subdivision, Development Works, Application, Document or amendment of this Statement contemplated by this Section;
 - (ii) it will execute any Document required by the Original Proprietor waiving the requirement under the Development Act to register any additional Strata Management Statement; and
 - (iii) it will execute any other Document (including any subsequent Strata Management Statement) required by the Original Proprietor to enable Subdivision and Development Works contemplated by this Section.

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- (h) Each Strata Lot Owner agrees it will vote in favour of any motion at a meeting of its Owners Corporation to give effect to clause 25.1(g)(i).
- (i) Each Stratum Building Owner agrees:
 - (i) it will execute any Document required by the Original Proprietor waiving the requirement under the Development Act to register any additional Strata Management Statement; and
 - (ii) it will execute any other Document (including any subsequent Strata Management Statement) required by the Original Proprietor to enable Subdivision and Development Works as contemplated by this Section.

25.2 Conditions when carrying out Development Works

When carrying out Development Works, the Original Proprietor must ensure it and the party or party carrying out the Development Works:

- (a) comply with the requirements of all Authorities and the consents from all Authorities;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the works are carried out without undue delay;
- (d) ensure no unnecessary materials, tools, rubbish or debris are left lying about the Complex;
- (e) cause as little disturbance as is practicable to other Owners and Occupiers;
- (f) ensure no damage is done to any Conducting Media installed in the Complex, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
- (h) ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Building Management Committee; and
- (i) ensure all relevant certificates and consents (including without limitation an Occupation Certificate (if relevant)) is obtained in connection with the works.

25.3 Access

When carrying out Subdivision or Development Works, the Original Proprietor and the party or party carrying out the Development Works, without notice to any Party:

- (a) may access all reasonable and relevant parts of the Complex (including Common Property in a Strata Scheme and Shared Facilities) for the purposes of carrying out the Subdivision and Development Works for such reasonable period of time as may be necessary to carry out the Subdivision or Development Works; and
- (b) may authorise other parties to do so.

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25.4 Shared Facilities

- (a) When carrying out Subdivision or Development Works, the Original Proprietor may access, use, change, relocate, alter, add to or temporarily disconnect the Shared Facilities or any of them.
- (b) If as a consequence of the carrying out any Subdivision or Development Works the Original Proprietor forms the view there has been a change to the Shared Facilities or a change to the Shared Costs, within 4 weeks of receiving a notice from the Original Proprietor, the Building Management Committee must meet to address the issue.
- (c) If within 2 months of the notice from the Original Proprietor the issue has not been addressed and resolved by the Building Management Committee to the reasonable satisfaction of the Original Proprietor and the Building Management Committee, then a Dispute will be regarded as having arisen between the Original Proprietor and the Building Management Committee.

25.5 Completion of Development Works

On completion of Development Works, the Original Proprietor must:

- (a) ensure all rubbish and debris caused by the works is removed from the Complex and environs;
- (b) give the Building Management Committee a full set of as-built plans of the Development Works; and
- (c) obtain all relevant certificates and consents (including without limitation an Occupation Certificate (if relevant)) in connection with the Development Works and give copies to the Building Management Committee.

25.6 Indemnity in favour of Building Management Committee

The Original Proprietor agrees to indemnify the Building Management Committee and keep the Building Management Committee indemnified for all costs, losses, expenses and damages incurred by the Building Management Committee arising out of damage to the Shared Facilities or the Complex or injury to persons as a result of carrying out the Development Works.

25.7 Indemnity in favour of other Owners

The Original Proprietor agrees to indemnify each Owner and keep each Owner indemnified for all costs, losses, expenses and damages incurred by each Owner arising out of damage to property or injury to persons as a result of carrying out the Development Works.

25.8 Indemnity in favour of Original Proprietor

A Party who breaches its obligations in this Section agrees to indemnify the Original Proprietor and keep the Original Proprietor indemnified for all costs, losses, expenses and damages incurred by the Original Proprietor arising out of breach of this Section by that Party.

26. DEVELOPMENT AND SUBDIVISION BY COMMERCIAL/RETAIL BUILDING OWNER

26.1 Subdivision and Development Works

- (a) The Commercial/Retail Building Owner may do the following in connection with the Commercial/Retail Building:
 - (i) effect a Subdivision of the Commercial/Retail Building or any part of it; and

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- (ii) carry out Development Works.
- (b) Each Party agrees the Commercial/Retail Building Owner may authorise another party to do the things the Commercial/Retail Building Owner may do in this Section.
- (c) Each Party agrees:
 - (i) not to object to any Subdivision or Development Works by the Commercial/Retail Building Owner or by some other party or parties on behalf of the Commercial/Retail Building Owner;
 - (ii) not to hinder or prevent any Subdivision or Development Works by the Commercial/Retail Building Owner or by some other party or parties on behalf of the Commercial/Retail Building Owner; and
 - (iii) not to hinder the registration of any Document or amendment of this Statement in connection with any Subdivision or Development Works by or on behalf of the Commercial/Retail Building Owner.
- (d) Each Party agrees Subdivision and Development Works by the Commercial/Retail Building Owner may be carried out without the consent of that Party. Each Party agrees that if its consent is required to any Application, Document or amendment of this Statement to enable any Subdivision or Development Works then it will endorse its consent on that Application, Document or amendment of this Statement within 14 days of request from the Commercial/Retail Building Owner to do so.
- (e) The Owners Corporation for each Strata Building agrees:
 - (i) it will pass the necessary resolutions consenting to any Subdivision, Development Works, Application, Document or amendment of this Statement contemplated by this Section;
 - (ii) it will execute any Document required by the Commercial/Retail Building Owner waiving the requirement under the Development Act to register any additional Strata Management Statement; and
 - (iii) it will execute any other Document (including any subsequent Strata Management Statement) required by the Commercial/Retail Building Owner to enable Subdivision and Development Works contemplated by this Section.
- (f) Each Strata Lot Owner agrees it will vote in favour of any motion at a meeting of its Owners Corporation to give effect to clause 26.1(e)(i).
- (g) Each Stratum Building Owner agrees:
 - (i) it will execute any Document required by the Commercial/Retail Building Owner waiving the requirement under the Development Act to register any additional Strata Management Statement; and
 - (ii) it will execute any other Document (including any subsequent Strata Management Statement) required by the Commercial/Retail Building Owner to enable Subdivision and Development Works as contemplated by this Section.

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26.2 Conditions when carrying out Development Works

When carrying out Development Works, the Commercial/Retail Building Owner must ensure it and the party or party carrying out the Development Works:

- (a) comply with the requirements of all Authorities and the consents from all Authorities;
- (b) use only qualified and where appropriate, licensed tradesmen;
- (c) ensure the works are carried out without undue delay;
- (d) ensure no unnecessary materials, tools, rubbish or debris are left lying about the Complex;
- (e) cause as little disturbance as is practicable to other Owners and Occupiers;
- (f) ensure no damage is done to any Conducting Media installed in the Complex, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
- (h) ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Building Management Committee; and
- (i) ensure all relevant certificates and consents (including without limitation an Occupation Certificate (if relevant)) is obtained in connection with the works.

26.3 Access

- (a) Subject to clause 26.3(b), when carrying out Subdivision or Development Works the Commercial/Retail Building Owner:
 - (i) may access relevant and reasonable parts of the Complex (including Common Property in a Strata Scheme and Shared Facilities) for the purposes of carrying out the Subdivision and Development Works for such reasonable period of time as may be necessary to carry out the Subdivision and Development Works; and
 - (ii) may authorise other parties to do so.
- (b) Prior to carrying out any Development Works, the Commercial/Retail Building Owner must give not less than 21 Business Days notice of its intention to do so, to:
 - (i) the Building Management Committee; and
 - (ii) the Owners Corporation for the Residential Building.
- (c) Any notice the subject of clause 26.3(b) must specify those parts of the Complex which will be accessed, the times of access and the period access is required.

26.4 Completion of Development Works

On completion of Development Works, the Commercial/Retail Building Owner must:

- (a) ensure all rubbish and debris caused by the works is removed from the Complex and environs;

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- (b) give the Building Management Committee a full set of as-built plans of the Development Works; and
- (c) obtain all relevant certificates and consents (including without limitation an Occupation Certificate (if relevant)) in connection with the Development Works and give copies to the Building Management Committee.

26.5 Indemnity in favour of Building Management Committee

The Commercial/Retail Building Owner agrees to indemnify the Building Management Committee and keep the Building Management Committee indemnified for all costs, losses, expenses and damages incurred by the Building Management Committee arising out of damage to the Shared Facilities or the Complex or injury to persons as a result of carrying out the Development Works.

26.6 Indemnity in favour of other Owners

The Commercial/Retail Building Owner agrees to indemnify each Owner and keep each Owner indemnified for all costs, losses, expenses and damages incurred by each Owner arising out of damage to property or injury to persons as a result of carrying out the Development Works.

26.7 Indemnity in favour of Commercial/Retail Building Owner

A Party who breaches its obligations in this Section agrees to indemnify the Commercial/Retail Building Owner and keep the Commercial/Retail Building Owner indemnified for all costs, losses, expenses and damages incurred by the Commercial/Retail Building Owner arising out of breach of this Section by that Party.

27. SUBDIVISION BY A STRATA PLAN

27.1 Subdivision Notice

- (a) Within 14 days of registration of a plan subdividing a Stratum Building by a Strata Plan, the Stratum Building Owner before it was subdivided must give the Building Management Committee a Subdivision Notice.
- (b) The Subdivision Notice must include the following information:
 - (i) details of the Stratum Building being subdivided;
 - (ii) a copy of the registered Strata Plan;
 - (iii) the name, address and ABN of the Owners Corporation;
 - (iv) the name, address, telephone number and contact name of the Strata Manager appointed by the Owners Corporation; and
 - (v) the name, address and contract telephone numbers of the Representative and Substitute Representative of the Owners Corporation.

27.2 Membership of Building Management Committee

Effective from the date of registration of the Strata Plan, the Owners Corporation is the Member of the Building Management Committee in place of the Outgoing Member (the Owner of the Stratum Building before it was subdivided).

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27.3 Voting

The Owners Corporation, as the New Member of the Building Management Committee, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member.

27.4 Shared Costs

The proportion of Shared Costs payable by the Owners Corporation as the New Member remains unchanged by the Subdivision.

27.5 Position following registration of a Strata Plan

- (a) Until the Building Management Committee is given a Subdivision Notice:
 - (i) the Representative and Substitute Representative of the Outgoing Member on the Building Management Committee remain the Representative and Substitute Representative for the New Member; and
 - (ii) the Outgoing Member remains liable to the Building Management Committee for all its obligations under this Statement.
- (b) Subject to clause 27.5(c), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member becomes responsible for all the obligations of the Outgoing Member under this Statement.
- (c) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee either on account of contributions to the Administrative Fund or the Sinking Fund (including interest and expenses) or otherwise, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

28. SUBDIVISION BY A STRATUM PLAN

28.1 Subdivision Notice

- (a) Within 14 days of registration of a plan subdividing a Stratum Building into further Stratum Buildings, the Stratum Building Owner before it was subdivided must give the Building Management Committee a Subdivision Notice.
- (b) The Subdivision Notice must include the following information:
 - (i) details of the Stratum Building being subdivided;
 - (ii) a copy of the Registered Stratum Plan;
 - (iii) the number of votes the New Member has as attributable to each new Stratum Building (applying the principles in clause 28.3); and
 - (iv) the proportion of Shared Costs attributable to each new Stratum Building created by the Subdivision.

28.2 Membership of Building Management Committee

Effective from registration of the Stratum Plan, the New Member of the Building Management Committee for each new Stratum Building created by the Subdivision is the Member of the Stratum Building prior to the Subdivision.

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28.3 Voting

The Subdivision of a Stratum Building into further Stratum Buildings does not create further voting rights in favour of the subdivided Stratum Building. Each New Member has between them the same number of votes on motions before the Building Management Committee as the Outgoing Member had prior to the Subdivision.

28.4 Shared Costs

- (a) The aggregate proportion of Shared Costs payable by the Stratum Buildings created by the Subdivision is equal to the proportion of Shared Costs payable by the Stratum Building immediately prior to the Subdivision.
- (b) Until the Building Management Committee is notified by the Outgoing Member of the proportion of costs attributable to each new Stratum Building created by the Subdivision, then the proportion attributable to each new Stratum Building is either the amount determined by the Building Management Committee or, if no determination is made, is the proportion expressed as a percentage which the area of each new Stratum Building created by the Subdivision bears to the total area of the Stratum Building prior to the Subdivision.

28.5 Position following registration of a Stratum Plan

- (a) The Representative and Substitute Representative of each New Member of the subdivided Stratum Building remain unchanged by the Subdivision.
- (b) The obligations of the Member of the subdivided Stratum Building remain unchanged by the Subdivision.

29. TRANSFER OF A STRATUM LOT

29.1 Transfer Notice

- (a) Within 14 days of registration of a transfer of a Stratum Building, the Owner of the Stratum Building being transferred must give the Building Management Committee a Transfer Notice.
- (b) The Transfer Notice must include the following information:
 - (i) details of the Stratum Building being transferred;
 - (ii) the name, address and ABN of the transferee as the New Member; and
 - (iii) the name, address and contact telephone numbers of the Representative and the Substitute Representative of the New Member.

29.2 Membership of Building Management Committee

Effective from the date of registration of a transfer of a Stratum Building, the transferee becomes the Member of the Building Management Committee in place of the Outgoing Member (the Owner of the Stratum Building that was transferred).

29.3 Voting

The transferee, as the New Member of the Building Management Committee, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member prior to the transfer.

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29.4 Shared Costs

The proportion of Shared Costs payable by the transferee as the New Member remains unchanged by the transfer.

29.5 Position following transfer of a Stratum Lot

- (a) Until the Building Management Committee is given a Transfer Notice:
 - (i) the Representative and Substitute Representative of the Outgoing Member on the Building Management Committee remain the Representative and Substitute Representative for the New Member; and
 - (ii) the Outgoing Member remains liable to the Building Management Committee for all its obligations under this Statement.
- (b) Subject to clause 29.5(c), effective from the date a Transfer Notice is given to the Building Management Committee, the New Member becomes responsible for all the obligations of the Outgoing Member under this Statement.
- (c) If at the time of the giving a Transfer Notice there are monies payable or owing to the Building Management Committee on account of contributions to the Administrative Fund or the Sinking Fund (including interest and expenses), then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those contributions, interest and expenses.

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SECTION 10 – DAMAGE AND DESTRUCTION

30. DAMAGE OR DESTRUCTION TO THE COMPLEX

30.1 Development Act

This Section 10 is subject to any order made under sections 50 or 51 of the Development Act.

30.2 Partial damage

(a) The following provisions apply in the event of Partial Damage:

- (i) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.
- (ii) Where Partial Damage is confined to that part of the Complex within the land of a Member (in this clause 30.2(a)(ii) called the "Affected Member") the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be paid to the Affected Member and such moneys shall forthwith be applied by the Affected Member in the rebuilding, replacing, repairing or restoring the portion of the Complex so damaged, as the case may require.
- (iii) Where Partial Damage is not confined to that part of the Complex within the land of a Member the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the Partial Damage. Such moneys shall then forthwith be applied by the Members in rebuilding, replacing, repairing and restoring the portions of the Building so damaged, as the case may require.

(b) Each Member shall be entitled to reasonable access to that part of the Complex within the land of the other Member for the purpose of effecting such repairs.

30.3 Total loss

The following provisions apply in the event of Total Loss Damage:

- (a) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:
 - (i) the Insurer to elect reinstatement as the basis of settlement; and
 - (ii) to the Authorities with a view to reinstating the Complex in accordance with its original design. The Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Complex in accordance with its original design.
- (b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.
- (c) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Complex in accordance with its original design is permitted by the Authorities:

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- (i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Complex in accordance with its original design from the proceeds of the Insurances;
 - (ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and
 - (iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Complex in accordance with its original design as soon as practicable.
- (d) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:
 - (i) each Member shall receive a proportion of the proceeds of the Insurances paid by the Insurer in the same proportion that the premium was payable by it;
 - (ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner;
 - (iii) each Member has an obligation to apply such proceeds towards reinstatement of that part of the Complex on its land;
 - (iv) each Member must advise the other of its decision whether or not it will reinstate that part of the Complex on its land within a reasonable time of such payment; and
 - (v) the Members must as soon as practicable cause the site of the Complex to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

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SECTION 11 – GENERAL

31. AMENDING THIS STATEMENT

31.1 Altering or adding to the Shared Facilities and Shared Costs

This Statement may be amended in the manner contemplated by clause 10.6 in connection with alterations or additions to the Shared Facilities and Shared Costs.

31.2 Other amendments

- (a) Other than amendments contemplated by clause 31.1, this Statement may only be amended by a Unanimous Resolution of the Building Management Committee in general meeting.
- (b) If this occurs, this Statement is automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the NSW Department of Lands to record the change.

32. DISPUTES

32.1 Parties to, and nature of, a Dispute

- (a) The party or parties to a Dispute are any combination of:
 - (i) the Building Management Committee;
 - (ii) a Member or Members;
 - (iii) the Facilities Manager; and
 - (iv) the Strata Managing Agent.
- (b) For the avoidance of doubt, an Owner (other than an Owner who is a Member) or Occupier may not be a party to a Dispute.
- (c) A Dispute means any disagreement or difference between the parties to the Dispute:
 - (i) which arises in the circumstances contemplated by:
 - (A) clause 6.12; or
 - (B) clause 25.4(c);
 - (ii) about whether a party to the Dispute is carrying out its Functions under this Statement in accordance with its obligations in this Statement (and in the case of the Facilities Manager and the Strata Managing Agent, in accordance with their respective obligations under the agreements they have entered into with the Building Management Committee);
 - (iii) about the interpretation or construction of any provision of this Statement;
 - (iv) about whether a party to the Dispute must share in the costs relevant to a Shared Facility;
 - (v) about whether a new Shared Facility should be included;
 - (vi) about whether a Shared Facility should be excluded;

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- (vii) about the percentage of Shared Costs payable by a party to the Dispute;
- (viii) about resolutions of the Building Management Committee;
- (ix) about the manner in which a Shared Facility is operated or Repaired; or
- (x) about the manner in which contributions to the Administrative Fund or the Sinking Fund are determined or levied.

32.2 Notice of Dispute

- (a) A party referred to in clause 32.1(a) may at any time notify another party or parties referred to in clause 32.1(a) of a Dispute.
- (b) A party notifies another party or parties by serving a Dispute Notice.
- (c) A Dispute Notice must:
 - (i) identify the subject matter of the Dispute;
 - (ii) state the facts upon which the party relies;
 - (iii) identify the provisions of the Statement relevant to the Dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the Dispute in the possession or control of the party giving the Dispute Notice; and
 - (v) contain any particulars of the amount in Dispute (if any).

32.3 Obligation to resolve

- (a) When a Dispute Notice is served:
 - (i) the parties to the Dispute must meet at least once within 14 Business Days of service of the Dispute Notice; and
 - (ii) the parties to the Dispute must use their reasonable endeavours in good faith to resolve the Dispute within 28 Business Days of service of the Dispute Notice.
- (b) If agreement is reached between the parties to a Dispute within the 28 Business Day period referred to in clause 32.3(a)(ii) then the party serving the Dispute Notice will be deemed to have withdrawn the Dispute Notice and the parties to the Dispute must proceed with any agreed action.

32.4 Appointment of an Expert

- (a) If within 28 Business Days of service of the Dispute Notice the parties to the Dispute have not resolved the Dispute then at any time after that date a party to the Dispute may serve a notice on the other parties to the Dispute requesting the matter to be referred to an Expert.
- (b) If the parties to a Dispute cannot agree on the identity of the Expert to be appointed within 14 Business Days of service of the notice under clause 32.4(a) then at any time after that date until the parties do agree on the identity of an Expert any party to the Dispute may request the President of the Law Society of NSW to appoint an Expert.

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- (c) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (d) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.

32.5 Identity of qualifications

- (a) An appointed Expert must have the qualifications required by this clause.
- (b) If the Dispute is about a matter under clause 32.1(c)(i)(A), clause 32.1(c)(ii), clause 32.1(c)(iii), clause 32.1(c)(viii) or clause 32.1(c)(x), the Expert must be a lawyer appointed to practice in New South Wales with a current practising certificate.
- (c) If the Dispute is about a matter under clause 32.1(c)(i)(B), clause 32.1(c)(iv), clause 32.1(c)(v), clause 32.1(c)(vi) or clause 32.1(c)(ix), the Expert must be a consultant with qualifications regarding the Shared Facility the subject of the Dispute (as an example, an electrical engineer, a hydraulics engineer, a fire consultant or the party who prepared the original Shared Facilities register).
- (d) If the Dispute is about a matter under clause 32.1(c)(vii), the Expert must be a quantity surveyor.

32.6 Submission to Expert

- (a) Each party to the Dispute may make written submissions to the Expert about the Dispute and costs.
- (b) If a party to the Dispute makes a submission, that party must:
 - (i) submit it within 10 Business Days of the appointment of the Expert; and
 - (ii) provide the other parties to the Dispute with a copy of submissions within 24 hours of submission to the Expert.
- (c) A party who makes a submission must:
 - (i) co-operate with the Expert; and
 - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.
- (d) Clause 32.6(c)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (e) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this statement and the Expert's own enquiries.

32.7 Expert's determination

- (a) The Expert acts as an expert and not as an arbitrator.
- (b) Except as to matters of Law, the Expert's decision including any decision about an expense arising from the Dispute is final and binding on each party to the Dispute.
- (c) The Expert must:
 - (i) give reasons for the determination; and

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(ii) determine how the cost of any determination is paid.

(d) The Expert's determination is final and binding on the parties to the Dispute.

32.8 Costs

(a) The parties to the Dispute must equally share the costs of the Expert.

(b) Each party is responsible for their own costs in connection with the Dispute unless the Expert makes a different determination.

33. NOTICES AND SERVICE

33.1 Notices

(a) A notice under this Statement must be in writing.

(b) Each Member may send a notice:

(i) by hand;

(ii) by facsimile transmission; or

(iii) by registered post.

(c) A notice is deemed to be given:

(i) if sent by hand, at the time of delivery;

(ii) if sent by facsimile transmission, at the time recorded on the transmission report; and

(iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

33.2 Service by facsimile

Clause 33.1(c)(ii) does not apply if:

(a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

(b) the transmission report of the sender indicates a faulty or incomplete transmission.

33.3 Address

Each Member must address a notice to the Representative of a Member as notified under clause 5.3.

34. GENERAL

34.1 Waiver

A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

34.2 Exercise of a right

(a) A Member may exercise a right:

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- (i) at the Member's discretion; and
- (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

34.3 Severance

- (a) Subject to clause 34.3(b):
 - (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) if, despite clause 34.3(a)(i) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) in any other case, the whole provision must be severed.
- (b) If an event under clause 34.3(a) occurs, the remainder of this Statement continues in full force and effect.

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SECTION 12 – DICTIONARY

Administrative Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 13.1(b).

Application means an application of any kind to permit development or Subdivision (the expression includes without limitation a development application and an application for a construction certificate).

Architectural Code means the architectural code adopted by the Building Management Committee as contemplated by clause 9.7(a).

Authority means any Governmental Agency or any other authority or body having authority over or jurisdiction in respect of the Complex or the land.

Building means any Stratum Building or Strata Building in the Complex.

Building Management Committee means the committee required by the Development Act and the subject of Section 2.

Building Owner means the registered proprietor, or mortgagee in possession, of a Building. For a Stratum Building, it means the registered proprietor or mortgagee in possession. For a Strata Building, it means the Owners Corporation.

Business Day means a day on which banks in New South Wales are open for business but does not include a Saturday or a Sunday.

Chairperson means the chairperson of the Building Management Committee.

Commercial Car Parking Spaces means the car parking spaces referred to in clause 23.1.

Commercial/Retail Building means the Building described in the Particulars.

Commercial/Retail Building Owner means the Owner of the Commercial/Retail Building.

Common Property means the common property in a Strata Scheme.

Complex means the complex comprising the several Buildings the subject of this Statement described in the Particulars.

Conducting Media means more than one Conducting Medium.

Conducting Medium means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained.

Deadlock means the meaning given to it in clause 6.12.

Defaulting Member has the meaning stated in clause 13.4(b).

Development in connection with a Building or a Lot means:

- (a) any extension or addition;
- (b) the carrying out of any work or improvement;
- (c) demolition works;

- (d) erection of scaffolding;
- (e) upgrading or redevelopment works;
- (f) the installation of any new Services Apparatus;
- (g) alterations, modifications or additions to Services Apparatus;
- (h) removal of Services Apparatus;
- (i) connection to existing Services Apparatus;
- (j) the installation of any new Shared Facilities;
- (k) alterations, modifications or additions to Shared Facilities;
- (l) connection to existing Shared Facilities.

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

Development Consent means a consent to a development application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

Development Period means the period commencing on the date of registration of this Statement and terminating on the date of registration of a Strata Plan of each Stratum Lot in the Registered Stratum Plan.

Development Works means works that are carried out in connection with Development or Subdivision.

Dispute means a dispute referred to in clause 32.

Dispute Clause means clause 32.

Dispute Notice means a notice served in accordance with clause 32.2(b).

Document includes any document, plan, instrument or by-law.

Expert means a person appointed under clause 32.4.

Facilities Management Fee means the fee payable to the Facilities Manager.

Facilities Manager means the person appointed by the Building Management Committee under clause 15.1.

Fire Exit Areas means those parts of the Building which are fire escape passages or fire escape stairs.

Function means a right, obligation or duty.

Governmental Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Grease Arrester means the grease arrester described in clause 20.1.

Independent Shared Facility means a facility the subject of clause 12.1(b).

Insurances means the following:

- (a) all insurance which the Building Management Committee must effect under the Legislation and this Statement; and
- (b) any other insurances which the Building Management Committee determines to effect.

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Insurer means each party with whom the Insurances are effected.

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

Legislation means the Development Act and the Management Act or either as the context requires.

Loading Dock means the loading dock the subject of clause 22.

Lot means (as the context requires) a Strata Lot or Stratum Lot.

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

Management Fee means the fee payable to the Strata Manager.

Member means a member of the Building Management Committee.

New Member means a new member of the Building Management Committee.

Occupation Certificate means a certificate as defined by the *Environmental Planning and Assessment Act 1979 (NSW)*.

Occupier means the lessee, licensee or occupier of a Lot (not including the Owner of the Lot).

Officer means an officer of the Building Management Committee.

Operating Costs mean the costs of operating the Shared Facilities (to the extent the operating costs are the responsibility of the Building Management Committee) and includes energy costs to the extent they are not separately metered.

Original Proprietor means the party described in the Particulars.

Outgoing Member means an outgoing member of the Building Management Committee.

Owner means the registered proprietor, or mortgagee in possession of a Lot.

Owners Corporation means the owners corporation constituted on registration of a Strata Plan.

Partial Damage means any damage to the Complex or any part of it which is not Total Loss Damage.

Party means a party bound by this Statement.

Registered Stratum Plan means the Stratum Plan referred to in the Particulars.

Repair means to clean, maintain, repair, renew or replace.

Repair Costs means the costs of Repairing the Shared Facilities (including any amount payable to a contractor under a maintenance agreement or any other agreement).

Representative means the representative of a Member and must be a natural person.

Residential Building means that part of the Complex known as the Residential Building being the subject of the Residential Strata Plan.

Residential Strata Plan means the Strata Plan referred to in the Particulars.

Rules means rules created under clause 8.

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Secretary means the secretary of the Building Management Committee.

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

Services Apparatus means any item of Services Equipment or any Conducting Medium.

Services Equipment means item of plant or equipment in which a Service is generated, contained or stored.

Shared Costs means:

- (a) in respect of the Shared Facilities means:
 - (i) the Repair Costs;
 - (ii) the Operating Costs; and
 - (iii) any amount which the Building Management Committee determines is a Shared Cost in connection with the Shared Facilities;
- (b) in respect of the Fire Exit Areas means:
 - (i) the cost of keeping them clean;
 - (ii) the cost of keeping them safe and in a good state of repair and condition;
 - (iii) all compliance costs; and
 - (iv) the cost of keeping the doors to the Fire Exit Areas operational;
- (c) the Management Fee;
- (d) the Facilities Management Fee;
- (e) the costs in connection with the Insurances; and
- (f) any amount which the Building Management Committee determines is a Shared Cost in connection with any part of the Building.

Shared Facilities means:

- (a) the services, facilities, machinery, plant and equipment referred to in Section 14;
- (b) any alterations, additions or replacement of those items;
- (c) any services, facilities, machinery, plant and equipment which the Building Management Committee determines are Shared Facilities; and
- (d) any Conducting Medium connected to or forming part of these items.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes any sign advertising a Lot for sale or to let.

Sinking Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 13.1(c).

Statement means this strata management statement (the expression includes any registered amendment).

Strata Building means a Building governed by this Statement being a building the subject of a Strata Scheme (being a Stratum Lot subdivided under the Legislation).

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Strata Lot means a lot in a Strata Building.

Strata Lot Occupier means the tenant, licensee or occupier of a Strata Lot, not being a Strata Lot Owner.

Strata Lot Owner means the registered proprietor for the time being, and any mortgagee in possession, of a Strata Lot: and if a Strata Lot has been subdivided, the registered proprietors for the time being of the new lots.

Strata Management Statement means a strata management statement registered in accordance with the provisions of Division 2B of the Development Act: the expression includes any amendment or alteration to the strata management statement.

Strata Manager means the person appointed by the Building Management Committee under clause 14.

Strata Plan means a strata plan of subdivision under the Development Act.

Strata Scheme means the strata scheme constituted on registration of a Strata Plan.

Stratum Building means a Building governed by this Statement being a Stratum Lot and all improvements on it.

Stratum Building Owner means the registered proprietor for the time being, and any mortgagee in possession, of a Stratum Building.

Stratum Lot means a lot in a Stratum Plan and if a Stratum Lot is subdivided under the Legislation, then a lot or lots created by the subdivision.

Stratum Lot Occupier means the tenant, licensee or occupier of a Stratum Lot, not being a Stratum Lot Owner.

Stratum Lot Owner means the registered proprietor for the time being, and any mortgagee in possession, of a Stratum Lot: and if a Stratum Lot has been subdivided, the registered proprietors for the time being of the new lots.

Stratum Plan means a plan of subdivision which meets the definition of a “current plan”, as defined by section 7A of the *Conveyancing Act 1996 (NSW)* which has not been subdivided under the Legislation.

Subdivision means subdivision:

- (a) by a plan of subdivision within the meaning of s195 of the *Conveyancing Act 1919 (NSW)*: and without limitation includes the subdivision of a Stratum Lot into further Stratum Lots; and
- (b) by a strata plan or a strata plan of subdivision within the meaning of the *Strata Schemes (Freehold Development) Act 1973 (NSW)* and the *Strata Schemes (Leasehold Development) Act 1986 (NSW)*.

Subdivision Notice means the notice to the Building Management Committee of a Subdivision or proposed Subdivision of a Stratum Lot under clause 27.1(a) or clause 28.1(a).

Substitute Representative means the substitute representative of a Member and must be a natural person.

Total Loss Damage means damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building.

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Transfer Notice means the notice to the Building Management Committee of a transfer of a Stratum Building under clause 29.1(a).

Treasurer means the treasurer of the Building Management Committee.

Unanimous Resolution means a resolution passed at a meeting of the Building Management Committee without a vote being cast against it.

Year means each consecutive period of 12 months, the first commencing on the date of registration of this Statement.

SECTION 13 – INTERPRETATION

-
- (a) In this Statement unless the context indicates a contrary intention:
- (i) words denoting any gender include all genders;
 - (ii) the singular number includes the plural and vice versa;
 - (iii) references to any legislation includes any legislation which amends or replaces that legislation;
 - (iv) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns;
 - (v) a person includes companies and corporations and vice versa;
 - (vi) except in the dictionary, headings do not affect the interpretation of this Statement;
 - (vii) the construction least favourable to the party responsible for drafting this Statement will not be adopted against that party;
 - (viii) amounts of money are expressed in Australian dollars unless otherwise expressly stated;
 - (ix) a reference to a document includes any variation or replacement of it; and
 - (x) a reference to any thing includes the whole or each part of it; and
 - (xi) mentioning anything after “includes” or “including” does not limit what else may be included.
- (b) Business Day
- (i) If this Statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day.
 - (ii) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs, the event is deemed to have occurred on the next Business Day in the place that the event occurs.
 - (iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
 - (iv) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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Strata Management Statement – Inmark Tower

SECTION 14 – SHARED FACILITIES REGISTER

This Section describes the Shared Facilities, describes how the Shared Costs are divided between each Member and describes the manner in which the proportions of the Shared Costs have been determined.

STRATASURV SURVEYORS/ MANAGERS

SHARED FACILITIES REGISTER

At 710-720 George Street, Sydney

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Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 1 (a)	Main Entry Vehicular Access	Ground Floor Carpark / Loading Bay Entry entry / exit Cunningham lane	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, traffic signals, signage & protection devices. Cleaning cost/quotation by Strata Manager to ensure separate costing for carpark cleaning	Lot 101 Lot 100	These hard stand surfaces are utilised by all members for entry to the Loading Dock.	Lot 101 92.5% Lot 100 7.5%
Shared Facility No. 1 (b)	Carpark Vehicular Access lower levels & Service Vehicle Parking	Basement car parking levels B2 - B1, Ground driveways and ramps and carspaces	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, traffic signals, signage & protection devices. Strata Manager to ensure separate costing for carpark cleaning when tendering for cleaning	Lot 101 Lot 100	These hard stand surfaces & car parking spaces are utilised by all members to access service vehicle spaces.	Lot 101 98% Lot 100 2%
Shared Facility No. 1 (c)	Bicycle Racks	Basement car parking Level B1 racks and shower / toilet facilities	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, signage protection devices.	Lot 101 Lot 100	Commercial users of this facility do not have access to the residential lift	Lot 101 92.5% Lot 100 7.5%
Facility No. 2	Carpark Vehicular Access Upper floors	Basement car parking levels Mez - L2 driveways and ramps and parking spaces	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, traffic signals, signage & protection devices. Strata Manager to ensure separate costing for carpark cleaning when tendering for cleaning	Lot 101	These hard stand surfaces & car parking spaces are utilised by residential members only.	Lot 101 100%

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Shared Facility No. 3	Carpark Roller Shutters	Ground floor entry / exit Cunningham lane and carpark - loading bay separation shutter	Including without limitation routine maintenance & repair of main entry roller shutter & pedestrian access door inter com system, security device & associated wiring of the above. Excludes individual security key / cards of individual strata lot owners. For electricity consumption costs see shared facility Loading bay private meter.	Lot 101 Lot 100	This shared facility is utilised by all members & visitors. All costs associated with individual roller shutter remote controls are to meet by the individual members & are not part of this shared facility.	Lot 101 92.5% Lot 100 7.5%
Shared Facility No. 4	Shared Fire Stairs, Fire Passageway, external path ways.	Fire Stairs ES1, ES2, ES4 (Level B2-GR) ES5, ES6, ES8 & ES9 (Level 2-GR)	The inspection, cleaning, routine maintenance & repairs of the stairs, hand stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement. Electricity for the lighting is metered off the residential common property essential services meter. For basement fire stairs MSSB - M1 Stair pressurisation is located on Mezz level. ES5 & ES6 Stair pressurisation MSSB L19 located on Level 19.	Lot 101 Lot 100	These fire stairs are utilised by Residential and Commercial Lot members for emergency egress.	Lot 101 92.5% Lot 100 7.5%

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Facility No. 5 (a)	Non shared Fire Stairs, Fire Passageway, external path ways.	Residential Tower Fire Stairs ES5, ES6, ES8 & ES9 (Level 3-top)	The inspection, cleaning, routine maintenance & repairs of the stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement. Electricity for the lighting is metered off the residential essential services meter. The ES5 & ES6 Stair pressurisation MSSB L19 located on Level 19. High rise tower Stair pressurisation is located on L36.	Lot 101	These fire stairs are utilised by Residential Lot members for emergency egress. ES3 is maintained by Ausgrid under easement	Lot 101 100%
Facility No. 5 (b)	Non shared Fire Stairs, Fire Passageway, external path ways.	Commercial Fire Stairs ES 7	The inspection, cleaning, routine maintenance & repairs of the stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement. Electricity for the lighting is metered off the essential services meter.	Lot 100	These fire stairs are utilised by Commercial Lot members for emergency egress.	Lot 100 100%
Shared Facility No. 6	Car park ventilation system (Mechanical Fans)	Basement Car Park Levels B1 - B2, Ground floor accessway and Carparking Level Mezzanine - L2 & ventilation air intake plant room, ventilation exhaust fan room Level B1 & extracts out through at L3 roof	The car park ventilation system is located throughout the car park Levels including Ventilation Plant room. Costs associated with the cleaning, maintenance, repair, testing, inspection and any other item relating to this system are to be shared. Cost excludes electricity which is metered by the residential common property Essential services meter.	Lot 101 Lot 100	The ventilation system services the entire car park area, basement car parking is used by all Members, all Members are to contribute proportionately to the shared costs.	Lot 101 98% Lot 100 2%

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Shared Facility No. 7	Car park lighting	Basement Car Park Levels B1 - B2, Ground floor accessway and Carparking Level Mezzanine - L2	The lighting throughout car park levels accessways and ramps is a Shared Facility. The costs to maintain, replace, inspect, test or any other costs necessary to ensure the operation of the lights will be shared. Cost excludes electricity which is met by the residential Common property meter.	Lot 101 Lot 100	The carpark lighting services the entire car park area, basement car parking is used by all Members, all Members are to contribute proportionately to the shared costs excluding electricity.	Lot 101 98% Lot 100 2%
Shared Facility No. 8	Electrical Infrastructure - Substation	All areas covered by the Lease to Ausgrid throughout the building upto meter room including ES3	The building contains a Substation which is owned by Ausgrid and covered the areas required for access within the building are covered by a Lease agreement with each lot.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%

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Shared Facility No. 9	Electrical Infrastructure & Services	Throughout Building	<p>Electrical infrastructure required to provide electricity up to the point of individual metering &/or to shared facilities. This facility includes but is not limited to:</p> <ul style="list-style-type: none"> - Communication room - Switchrooms including electrical meters & sub meters located in the switchroom - Electrical cables, wires & ducts exclusively servicing shared facilities. <p>This facility Excludes:</p> <p>(a) Costs for electrical consumption by an individual owner, member or occupier.</p> <p>(b) Electrical services, wires cables which are for the exclusive use of an owner, member or occupier.</p> <p>(c) Costs of electrical consumption by essential services.</p>	Lot 101 Lot 100		<p>Lot 101 92.5%</p> <p>Lot 100 7.5%</p>

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Shared Facility No. 10	Essential Services Electricity - Consumption - Supply - Meters	Throughout Building	This facility includes the meters, metering cabinets / switchrooms / electrical cable / wires & ducting used in the provision of all essential services that are required for the safe operation of the building/s. These essential services include but are not limited to: - Carpark Ventilation System - Fire Alarm Monitoring - Fire Control Systems - All Lifts - Gas Mains / Regulator Infrastructure - Fire Stair Pressurisation	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%
Facility No. 11 (a)	Commercial Electricity Infrastructure	Throughout Building	This facility is for the Supply infrastructure solely used by this lot inclusive of but not limited to electrical cable / wires & ducting, meters plant / machinery used in the provision of all services that are required and used by this lot in its provision of electricity excluding those items contained in other itemised shared facilities.	Lot 100		Lot 100 100%

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Facility No. 11 (b)	Residential Electricity Infrastructure	Throughout Building	This facility is for the Supply infrastructure solely used by this lot inclusive of but not limited to electrical cable / wires & ducting, meters plant/machinery used in the provision of all services that are required and used by this lot in its provision of electricity excluding those items contained in other itemised shared facilities.	Lot 101		Lot 101 100%
Shared Facility No. 12 (a)	Master Meter Electrical House Common Services Meter - Essential Services Electricity - Consumption - Supply	Ausgrid Meter located in Main meter room	This facility includes the Consumption and Supply of electricity used in the provision of all services that are required and used by this meter in its provision of electricity. Those services metered by a separate meter as contained within shared facilities 12b, 12c & 12d are not to be covered by this facility. Services attached to this meter are inclusive of but not limited to	Lot 101 Lot 100	Commercial lift essential service supply connected to this meter is metered by an additional flow meters connected to this meter.	Lot 101 98% Lot 100 2%

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			<ul style="list-style-type: none"> - Fire Stair pressurisation supply - Fire Services including emergency lighting & Fire Control room LGR - Fire Hydrant pumps Level B1 & L36 - All pumps - Carpark lighting - excluding dock area - Air conditioning Plant - Lifts (separate flow meters attached for commercial Lifts) - Lift lobbies (excluding commercial Ground Floor) - Residential Common lighting - Airconditioning Plant supply - carpark exhaust & supply - garbage exhaust L19 & L36 - lobby supply L19 & L36 			
			Non Essential Services attached to meter Common area lighting : .. lift lobby .. car parks .. corridors .. garden & canopy Commercial lift lobby Level 36 .. Cooling Towers Heat Exchanger condensor & heating water pumps			

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Shared Facility No. 12 (b)	Electrical Loading Dock Common Services Flow Meter No. 1 - Electricity - Consumption - Supply	Private Flow Meter located in Main meter room. Items utilising consumption primarily located within loading dock	This Flow meter is attached to the main house meter. This facility includes the Consumption and Supply of electricity used in the provision of all services that are required and used by this meter in its provision of electricity. The services primarily attached to this meter are - Roller Shutters - Turntable - Garbage hoist - General lighting and power to loading dock	Lot 101 Lot 100	Loading dock to be used predominantly by Lot 100. Lot 101 only to use loading dock for garbage removal from site, removalist and singular deliveries	Lot 101 10% Lot 100 90%
Shared Facility No. 12 (c)	Electrical Private Flow meter - Lighting External Ground floor Areas	Meters located in Main meter room. Ground Floor external / perimeter common areas / awning	This shared facility costs includes without limitation electricity usage relating to this facility, routine maintenance, repair & replacement as necessary. Electricity costs are metered by private flow meter attached to the Main house meter. This facility excludes the area contained within the residential accessway on ground floor. Services attached to this meter are inclusive of but not limited to - Street Awning lighting - Courtyard Canopy lighting - Commercial Ground Floor lobbies	Lot 101 Lot 100	Area is predominantly owned and utilised by Lot 100. Lighting within this area provides for usability by Lot 100 But also provides for security for Lot 101	Lot 101 10% Lot 100 90%

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Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Facility No. 12 (d)	Commercial Lift Private Flow meters	Meters located in Main meter room. Items utilising consumption for Commercial lifts	This shared facility costs includes without limitation electricity usage relating to this facility, routine maintenance, repair & replacement as necessary in the provision of this electricity supply. Electricity costs are metered by private flow meter attached to the Main house meter. The services primarily attached to this meter are - Commercial Lifts	Lot 100	Commercial Lifts are not a shared facility.	Lot 100 100%
Shared Facility No. 13	Fire Control systems	Throughout all buildings & basement carparking including external drenchers, Sprinkler Valve room & pump. Sprinkler / Hydrant booster & sprinklers throughout the building.	The fire control system is an integrated system located throughout the buildings. This Shared facility includes without limitation: Fire Extinguishers, Fire detection systems, Fire hydrants, Fire hydrant booster pumps, Valve Room & valves, Fire alarm, Fire alarm panel, Fire hoses / Reels, Fire stairs, Sprinkler system & drenchers, Fire stairs exhaust fans & Emergency lighting. This Shared Facility Costs include all costs associated with the operation, maintenance, testing & repairs to the fire control system & the issuing of the Annual fire schedule. Note: Any additional fire services or equipment installed by a Member, Owner or Occupier is excluded.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%

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Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 14	Residential Lifts	From Basement Level 1 to Ground Level	Including without limitation routine maintenance, repair & annual certification as required by Work Cover NSW. Excludes Electrical consumption costs which are metered by the Residential Common Property meter.	Lot 101 Lot 100		Lot 101 99.75% Lot 100 0.25%
Shared Facility No. 15	Residential Lobbies	Level B1 and Ground Floor Entry Lobbies	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, signage & protection devices.	Lot 101 Lot 100	These hard stand surfaces are utilised by all members.	Lot 101 99.75% Lot 100 0.25%
Shared Facility No. 16	Security System	Ground Floor Front Entry of Building lifts accessways & basement carpark (security room to be located on Grd floor adjacent to loading dock and B1 adjacent to toilet).	Security Services will include all security items giving access to all shared facilities buildings via: lobbies, doors, roller shutters, lifts & access ways including: Security cameras; Security personnel; Security keys for the Building Manager's use; Security monitoring equipment, & computers. Excludes costs associated with supply of individual starta lot owner access cards / keys.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%

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Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 17	Gas Infrastructure	Gas mains (only) infrastructure throughout all buildings	The gas infrastructure includes the primary gas supply entering the site until the junction point where the individual services to each member is metered. This facility includes: Main gas regulator (not required); Gas meter room; Gas pipes exclusively servicing the shared facility up to vertical risers of residential or junction to individual commercial lots.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%
Facility No. 17 (a)	Gas Meters	L19 & L36	L19 BBQ L19 Hydraulic Plant Hot WaterBoiler L36 Hydraulic Plant Hot WaterBoiler L36 Mechanical Boiler	Lot 101		Lot 101 100%
Shared Facility No. 18	Telephone / Communications Installation MDF	Ground Floor	This shared facility includes associated maintenance, repair, cleaning & operation for incoming telephony / communication system for the building up to MDF main frame.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%

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Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 19	Garbage / Removalist Hoist	Level Ground - Level 1	This facility includes associate maintenance, repair and cleaning of hoist and associated surrounding area / accessway (excluding commercial waste room). Electricity is metered by Commercial Loading dock private metre.	Lot 101 Lot 100	Garbage hoist to be used predominantly by Lot 100. Lot 101 only to use hoist for garbage removal, removalist and singular deliveries	Lot 101 10% Lot 100 90%
Facility No. 20 (a)	Residential Waste Room - maintenance and cleaning only	Level 1	This facility includes associate maintenance, repair and cleaning of residential waste room, accessways, removal & storage of garbage as well as compactor & chutes.	Lot 101		Lot 101 100%
Facility No. 20 (b)	Commercial Waste Room	Ground Level	This facility includes associate maintenance, repair and cleaning of commercial waste room, accessways, removal & storage of garbage as well.	Lot 100		Lot 100 100%

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Shared Facility No. 21	Loading bay, Turntable, accessway adjacent to holding bay and main Shutter	Ground Floor Level Cunningham Lane	This facility includes associate maintenance, repair, replacement and cleaning of the Loading bay area and its components. Inclusive of costs associated with cleaning of area. This shared facility does not include the moving of each lots bins to and from the holding bay. Electricity costs see Shared Facility Loading Bay private Meter. The facility includes but is not limited to - Turntable - hardstand surfaces - General lighting	Lot 101 Lot 100	Loading dock to be used predominantly by Lot 100. Lot 101 only to use loading dock for garbage removal from site, removalist and singular deliveries	Lot 101 10% Lot 100 90%
Shared Facility No. 22	Open Space Areas, Garden Areas & Landscaping Area	Ground Floor open space including Residential accessways - Lot 100 Open space area	Includes without limitation routine maintenance, repair & replacement as necessary of hard stand surfaces, planting, canopy sail roofing, seating gates, lights, security items and any other fixture within this shared area. Lighting costs are a shared cost and are covered by other shared facilities	Lot 101 Lot 100	Area is predominantly owned and utilised by Lot 100. Lighting provides for usability by Lot 100 But also provides for security for Lot 101	Lot 101 10% Lot 100 90%
Shared Facility No. 23	Stormwater System	Carparks B2 - B1, Level 1 - 2 & ground floor open space and canopy catchment. Neighbouring lot overland flow	The shared facility includes stormwater pit & pumps, the stormwater drainage system including downpipes stormwater drainage & hydraulic pipes and any detention tank. Excludes Roof water catchment and irrigation tank.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%

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Shared Facility No. 24	Sewerage System	Throughout all lots pipes connected to underside of Ground Level slab & connection to boundary trap.	The sewerage system includes: servicing all components of the complex from the boundary trap to each building vertical risers. The sewerage system excludes the sewerage components which are located inside a stratum lot or strata scheme and which are used exclusively by the member, owner or occupier.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%
Shared Facility No. 25	Mains Potable Water supply - Cold Water Pump & Mains Meter Room	Potable water Mains Supply located off George street. Cold Water Pumps located within Pump room Level B1 and L36 - Mains water supply pipeline connecting from street to pump and Sydney water meters	This facility is for - water supply / consumption and infrastructure throughout the building up to the point of separate Sydney Water metering for each lot. This facility includes - cold water pumps - cold water meters and pipe work/infrastructure servicing this facility.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%

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Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 26 (a)	Mains Cold water supply - Residential	Sydney Water Meter Basement Level 1 meter room	This facility includes - water consumption for Residential units unless metered separately - supply to Fire tanks on residential roof - garage area supply - disabled toilet	Lot 101 Lot 100	As the fire tanks are not metered separately and are not used on a regular basis the supply to this item has not be classified as shared	Lot 101 100% Lot 100 100%
Shared Facility No. 26 (b)	Mains Cold water supply - Residential flow meter , top up water for irrigation tank	Private flow Water Meter	This facility includes - water consumption for this meter - cold water meter	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%
Facility No. 27	Mains Cold water supply - Commercial	Sydney Water Meter - Basement Level 1 meter room	This facility includes - water consumption for commercial/Retail allotments	Lot 100		Lot 100 100%
Shared Facility No. 28	Recycle Water Tanks & Infrastructure	Tank and pump located on Mezzanine with associated pipework & throughout building	This facility includes - water consumption(see flow rate water meter off res meter) - mains cold top up water meter - supply pipe work / infrastructure servicing the tank and landscape areas on ground floor and Level 19 This shared facility excludes - irrigation of landscaping and planter - irrigation piping	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%

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Shared Facility No. 29 (a)	Airconditioning Plant, Supply & Infrastructure	Cold Water Flow Rate Meter located on Soffit of Level 3 slab, A/C condensor plant Level 36 and piping throughout building.	This facility includes - water consumption - mains cold water supply - main supply pipe work / infrastructure servicing the airconditioning plant - Air condensing plant and equipment This shared facility excludes all pipe work, infrastructure and plant located beyond the point of the main supply pipe work infrastructure.	Lot 101 Lot 100	100% of cost allocation is to be met by Lot 101 until such time as Lot 100 connects / utilises the facility. Connection will become evident upon reading the flow rate meter located at the tap off connection point for Lot 100 connection.	Allocation until connection by Lot 100 100% Lot 101 100% Lot 100 0 % Following connection by Lot 100 Lot 101 92.5% Lot 100 7.5%
Facility No. 30 (a)	Hot Water	Residential system located Upon Roof. One system for all units	This facility is for hot water service to all Lots includes maintenance, repair, replacement & any gas usage for the heating of the water heater	Residential only	Each res tower has its own hot water supply.	Lot 101 100%
Facility No. 30 (b)	Hot Water	Commercial / Retail to supply own hot water system	This facility is for hot water service to all Lots includes maintenance, repair, replacement & any gas usage for the heating of the water heater	Lot 100 only		Lot 100 100%
Facility No. 31	Grease trap / Arrestor	Basement Level 2	This facility traps & holds grease from stormwater collection once constructed.	Retail members of Lot 100	This facility is solely utilised by retail members Lot 100.	Lot 100 100%

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Facility No. 32	Kitchen Exhaust	To be erected within Commercial Building adjacent to Lift in nth building	The inspection, cleaning, routine maintenance & repairs to the kitchen exhaust including lighting.	Retail members from Lot 100 as available	Exhaust system for retail premises of Lot 100 only	Lot 100 100%
Facility No. 33	Residential Letter Boxes	Residential Building entry	The facility is the letter boxes. This includes costs for replacement, maintenance, cleaning & repair.	Lot 101 only	Commercial boxes to be located in own lot.	Lot 101 100%
Shared Facility No. 34	Strata Management / Building Management		Appointed to assist the committee to perform its functions.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%
Shared Facility No. 35	Pest Control	All Buildings common areas including fire stairs that require this facility.	Regular inspection of Shared Facilities for pest inspection & treatment for pests as necessary of all common areas including fire stairs, waste disposal & storage rooms.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%
Shared Facility No. 36	Auditor		Appointed to assist the committee to perform its functions.	Lot 101 Lot 100	Appointed to audit the financial accounts	Lot 101 92.5% Lot 100 7.5%
Shared Facility No. 37	Sinking Fund Forecast		Sinking Fund forecast established to set sinking fund levies for the renewal & replacement of Shared Facilities.	Lot 101 Lot 100		Lot 101 92.5% Lot 100 7.5%
Shared Facility No. 38	Fire Alarm Monitoring	In northern entry lobby main control panel	This shared facility includes costs for Monitoring the fire alarm system, maintenance, repair & communication / telephony rental & usage cost.		No Sub Fire panels monitoring contract not let	Lot 101 92.5% Lot 100 7.5%

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Shared Facility No. 39 (a)	Insurance building / Public Liability / Other		The costs associated with item relates to insurances inclusive of but not limited to Office Bearers, Building replacement & Public Liability Insurance premiums.	Lot 101 Lot 100		Allocation as per breakdown contained within Insurance section of this management statement
Shared Facility No. 39 (b)	Insurance Public Liability Residential		The costs associated with item relates to Public Liability component of insurance premium.	Lot 101	Each lot is to have a separate Public Liability component priced within the overall insurance premium. Each lot is then responsible for the costs of their priced component of Public Liability within the overall Insurance Premium.	Lot 101 100%

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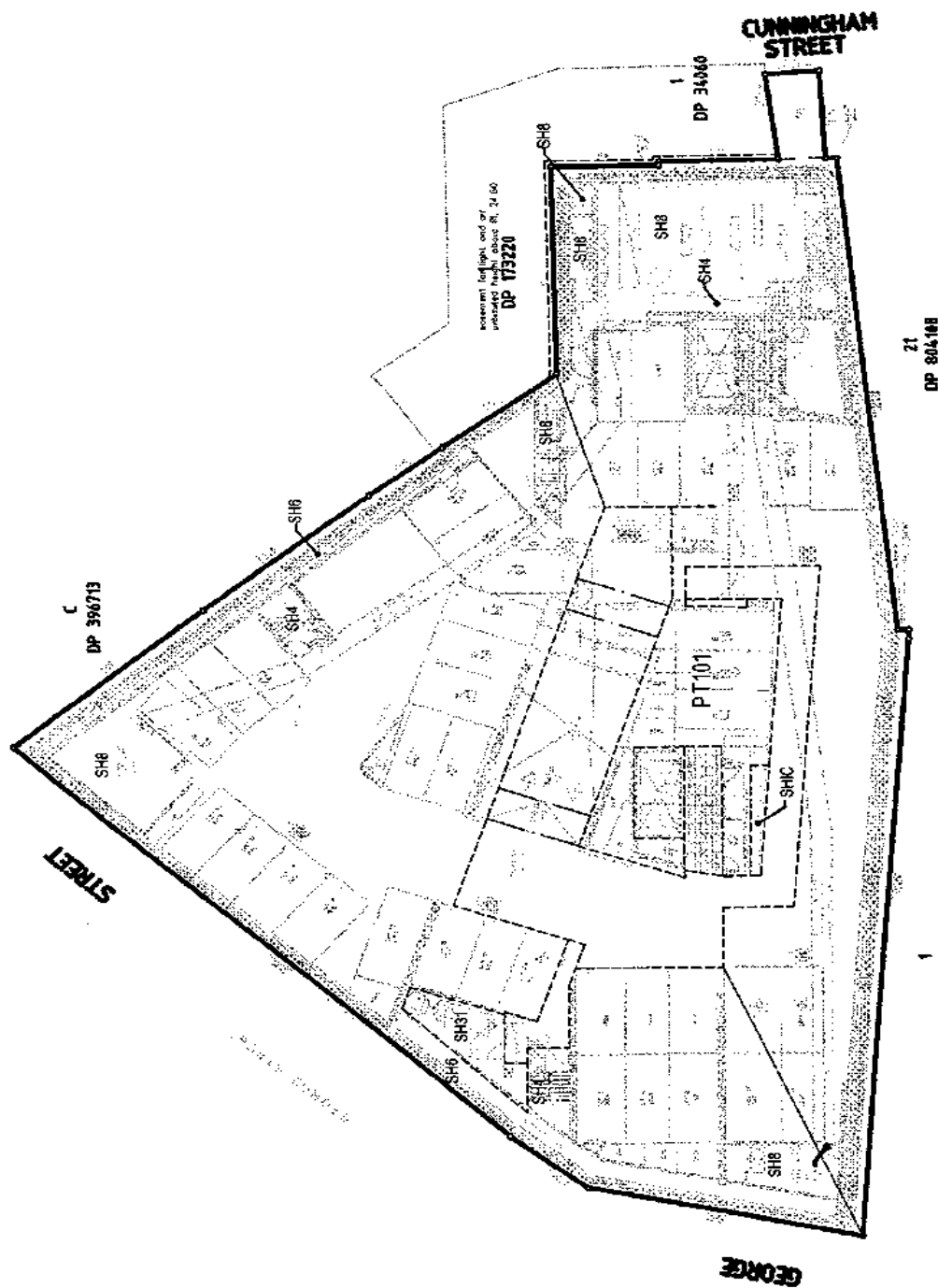
SP 84868

STRATASURV SURVEYORS/ MANAGERS
SHARED FACILITIES REGISTER
At 710-720 George Street, Sydney

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 39 (c)	Insurance Public Liability Commercial		The costs associated with item relates to Public Liability component of insurance premium.	Lot 100	Each lot is to have a separate Public Liability component priced within the overall insurance premium. Each lot is then responsible for the costs of their priced component of Public Liability within the overall Insurance Premium.	Lot 100 100%

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BASEMENT LEVEL 2
SCALE 1:200

NOTE: SHARED SERVICE NOTATION ARE INDICATIVE ONLY PHYSICAL LOCATION IS TO BE ADOPTED OVER INITIATION

PLAN OF SHARED FACILITIES FOR INMARK TOWER, SYDNEY

Surveyor : ANTHONY GUY HERNAL
Date of Survey : 16 Jan 2010
Surveyor's Ref : 22175101

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

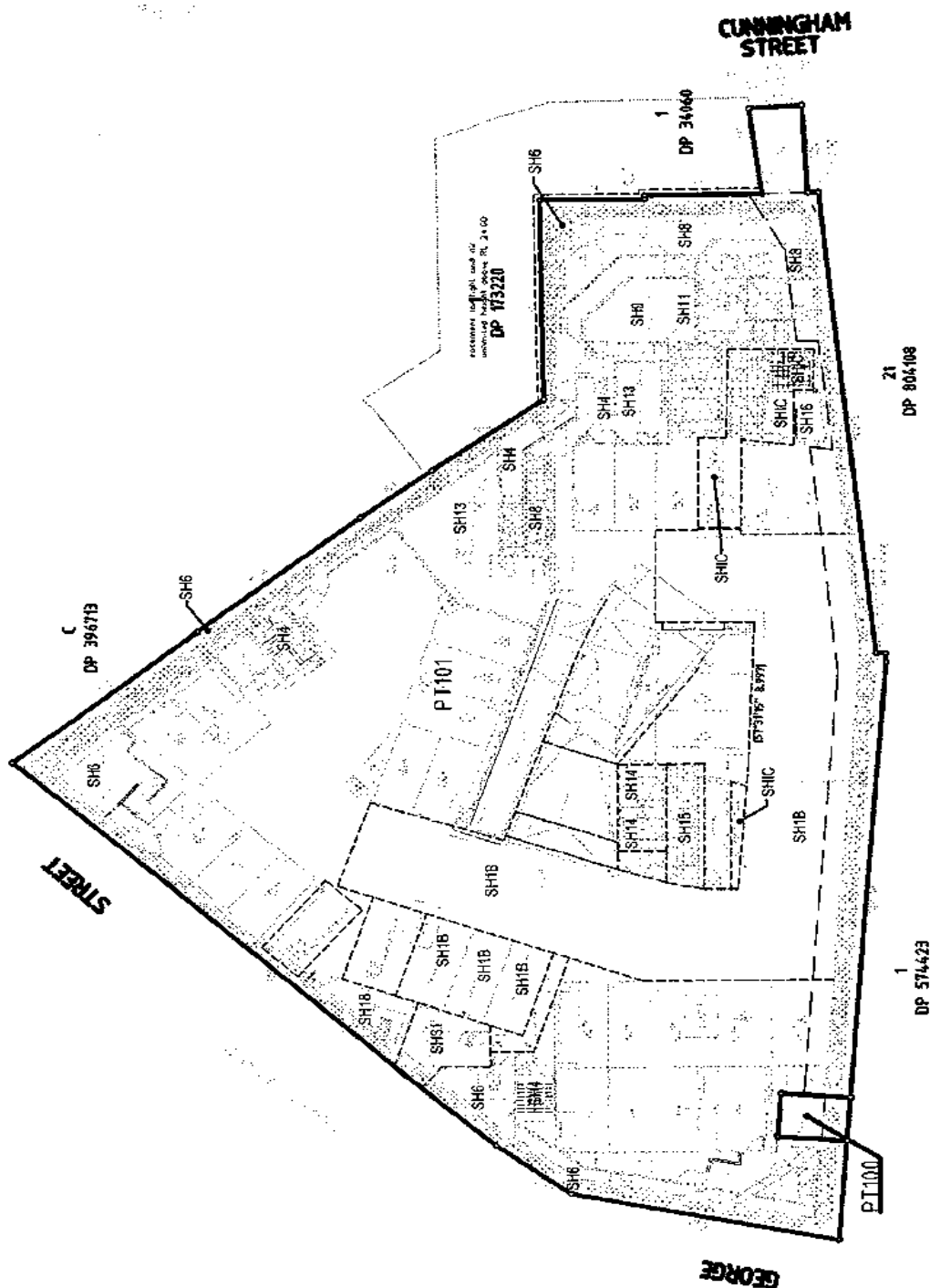
LAMPSON'S REFERENCE 12725701

ISSUED: 14 April, 2011

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BASEMENT LEVEL 1
SCALE 1:200

NOTE: SHARED SERVICE NOTATION ARE INDICATIVE ONLY PHYSICAL LOCATION IS TO BE ADAPTED OVER NOTATION

PLAN OF SHARED FACILITIES FOR INMARK TOWER, SYDNEY

Surveyor : ANTHONY GUY MITCHELL
Date of Survey : 10 JAN 2010
Surveyor's Ref : 22725101

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

ISSUED: 14 April 2010

ISSUED: 22725101

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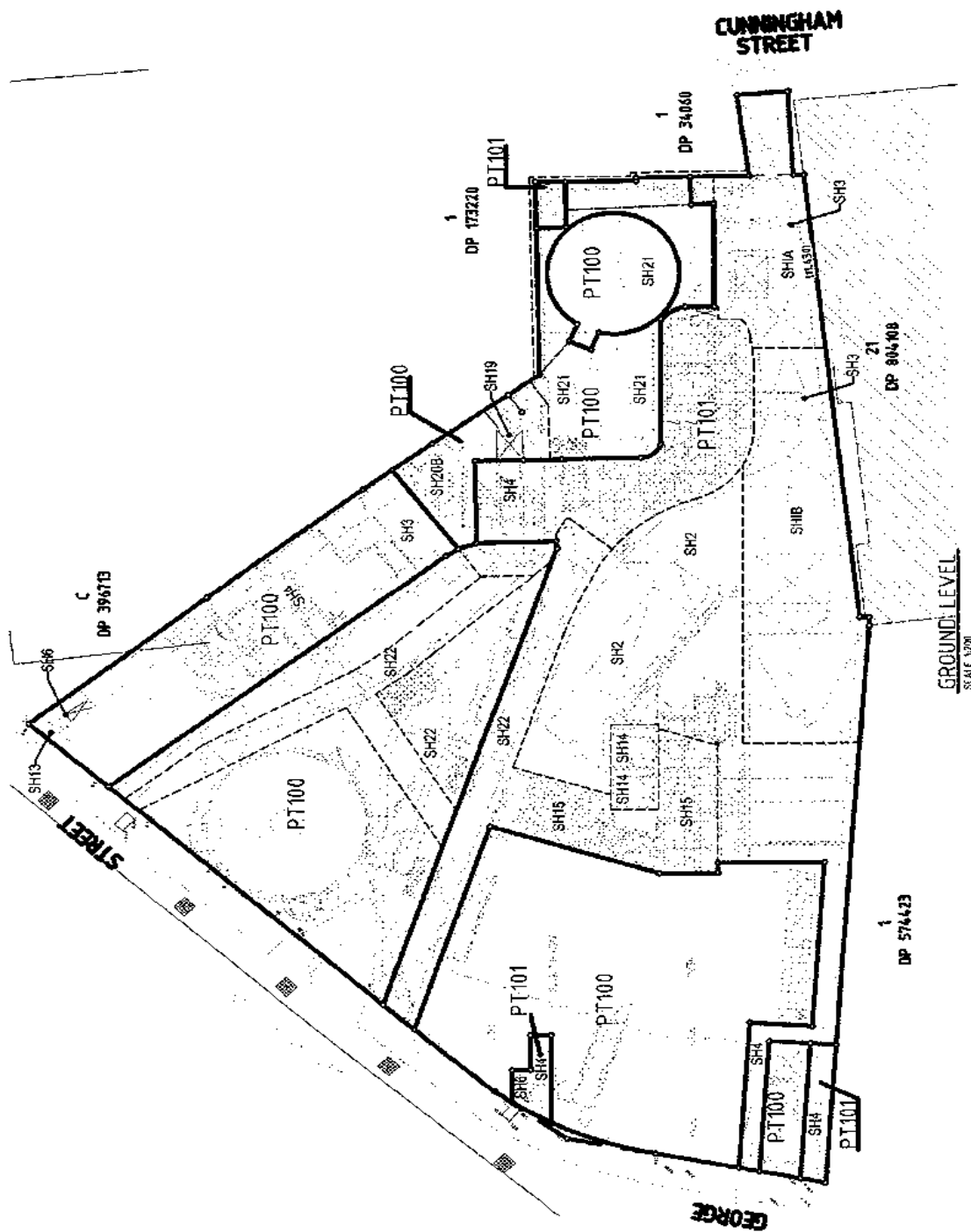
WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

SHEET 86 OF 100 SH6

SP 84868

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NOTE: SHARED SERVICE NOTATION ARE INDICATIVE ONLY PHYSICAL LOCATION IS TO BE ADAPTED OVER NOTATION.

NOTE: SH22 IS OVER AREA OF ACCESS EASEMENT ONLY

PLAN OF SHARED FACILITIES FOR INMARK TOWER, SYDNEY

Supervisor : ANTHONY GUY MITCHELL

Date of Survey : 18 Jan 2010

Surveyor's Ref : 22725101

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

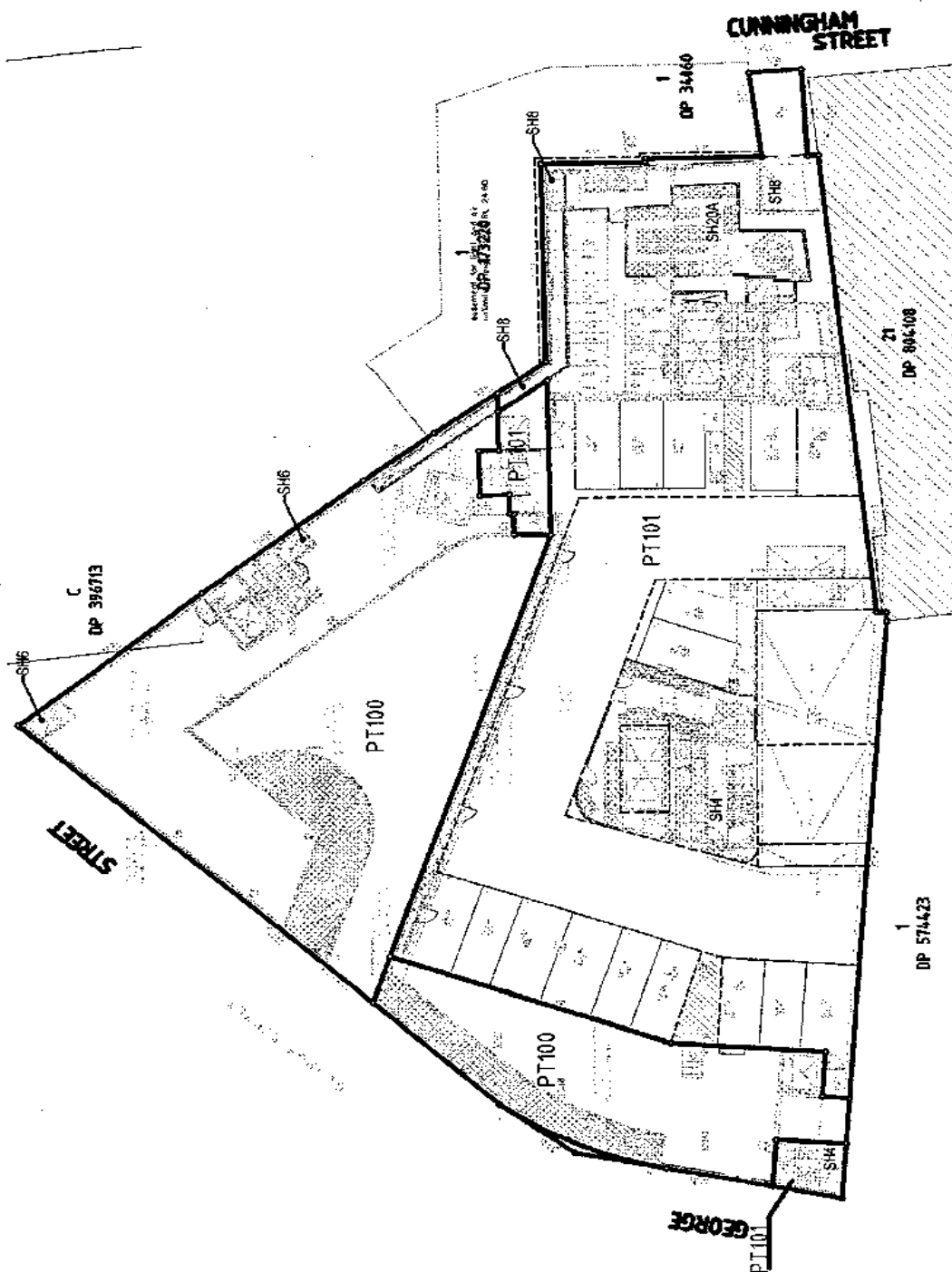
SUMMARY ATTENDANCE 22/5/01

ISSUED: 16 April, 2011

ISSUED: 14 April, 2019

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NOTE: SHARED SERVICE INDICATION ARE INDICATIVE ONLY PHYSICAL LOCATION IS TO BE ADOPTED OVER NOTATION.

PLAN OF SHARED FACILITIES FOR INMARK TOWER, SYDNEY

Surveyor : ANTHONY GUY MURKILL
Date of Survey : 18 Jan 2010
Surveyor's Ref : 22125701

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WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

(SURNAME ADDRESS) 22125701

ISSUED: 16 April 2010

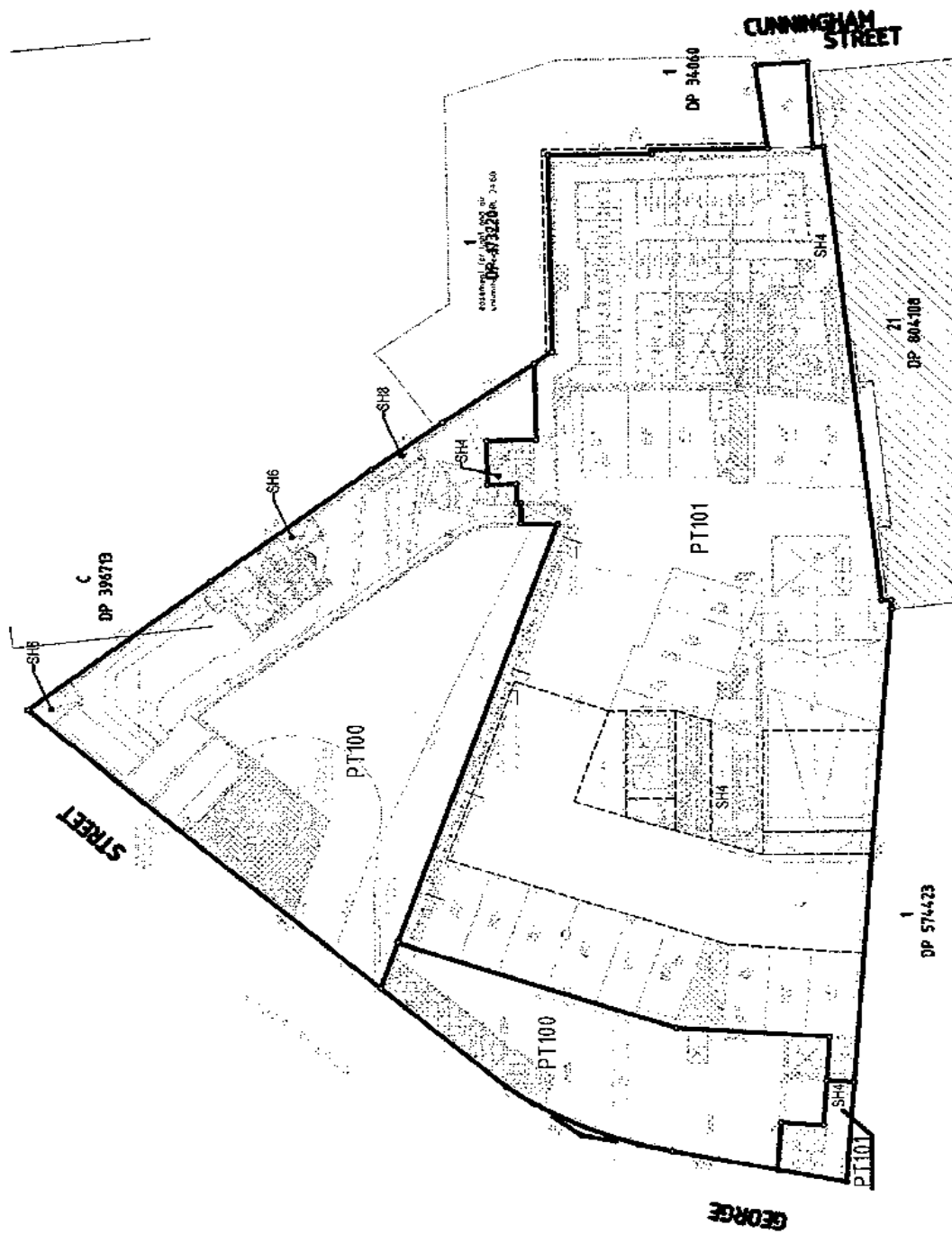
WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

SHEET 89 OF 100 SHE

SP 84868

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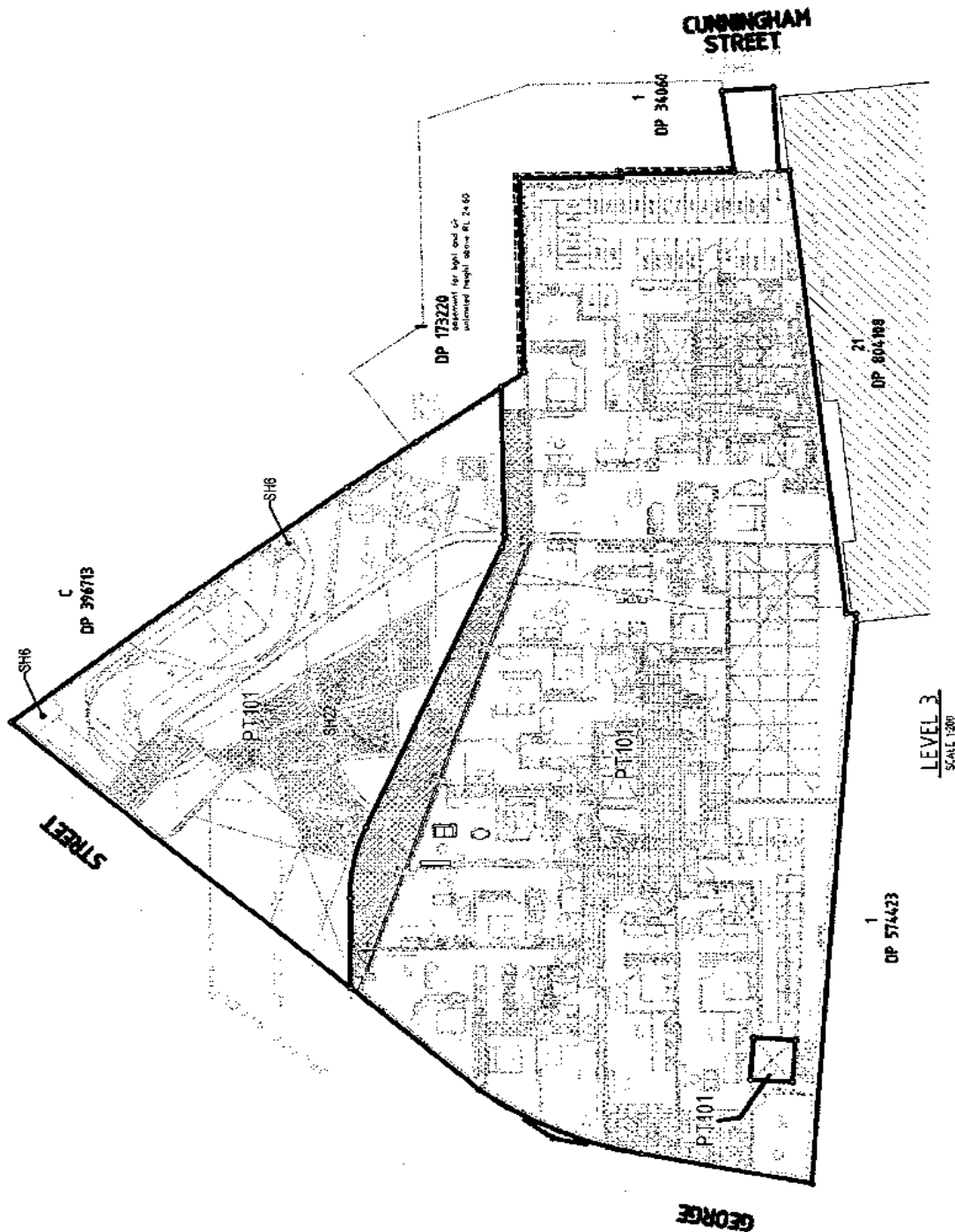
NOTE: SHARED SERVICE NOTATION ARE INDICATIVE ONLY PHYSICAL LOCATION IS TO BE ADAPTED OVER NOTATION

PLAN OF SHARED FACILITIES FOR INMARK TOWER, SYDNEY

Surveyor: ANTHONY GUY MITCHELL
Date of Survey: 18 Jan 2010
Surveyor's Ref: 22125104

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NOTE: SHARED SERVICE NOTATION ARE INDICATIVE ONLY PHYSICAL LOCATION IS TO BE ADAPTED IN R INDICATION

PLAN OF SHARED FACILITIES FOR INMARK TOWER, SYDNEY

Surveyor: ANTHONY GUY MITCHELL
 Date of Survey: 18 Jan 2010
 Surveyor's Ref: 22725101

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Strata Management Statement – Inmark Tower

EXECUTION:

Dated the

day of

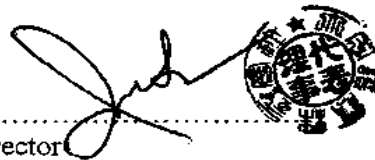

2011

Registered Proprietor:

Executed by Inmark DWS Pty Ltd ACN 121 122 183 in accordance
with section 127 of the *Corporations Act 2001 (NSW)*



Director/Secretary

Director

SEIL KIM

Print name

Wan Gye Yung

Print name

2/21/11

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Strata Management Statement – Inmark Tower

Registered Mortgagee:

Executed by Suncorp-Metway Pty Limited

SUNCORP METWAY Ltd A.C.N.
010 631 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

KHS

SQA

WITNESS

724 - 728 George St
Sydney NSW

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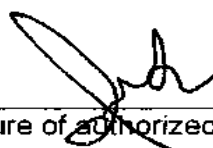

Strata Management Statement – Inmark Tower

Registered Mortgagee:

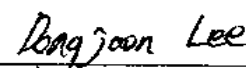
Executed by Daewoo Securities Co Ltd



Signature of Witness


Signature of authorized person



Name of Witness



Position of authorised person



Address of Witness

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Registered Mortgagee:

Executed by Kumho Investment Bank



Signature of Witness



Signature of authorized
person

光州廣域市東區錦南路5街127
錦湖綜合金融株式會社
代表理事 金 琮 大



Lee Hyung Seok

Name of Witness

8th Fl., OPUS II Building,
#198, Euljiro 2-Ga, Jung-Gu
Seoul, Korea

Address of Witness

General Manager

Position of authorised person

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Strata Management Statement -- Inmark Tower

Registered Mortgagee:

Executed by Daewoo Capital Co Ltd

대전광역시 대덕구 송촌동 282-3

아주캐피탈주식회사

대표이사 이윤종



Signature of Witness

Lee Yun Seok

Signature of authorized person



Choi Dong Seob

Name of Witness

1329-3 Chongnam Building
Socho-dong, Socho-gu, Seoul

Republic of Korea

Address of Witness

Team Manager

Position of authorised person

SP 84868

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Strata Management Statement – Inmark Tower

Registered Mortgagee:

Executed by Woori Financial Co Ltd

Ham
Signature of Witness

Back Seung Hah
Signature of authorized person

Ham Gi dory
Name of Witness

Back Seung Hah
Position of authorised person
General Manager

11F Daeryung Secho Tower B317-20
Secho-2dong, Secho-gu, Seoul, Korea
Address of Witness

경기도 수원시 팔달구 인계동 1122-12
우리파이낸셜주식회사
대표이사 이 병 재



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Strata Management Statement - Inmark Tower


Registered Mortgagees:

Executed by Hana Capital Co Ltd


Signature of Witness

Byoungyong Ko
Name of Witness

Nava B/D (17th floor), 1328-3,
Seocha-Dong, Seocho-Gu,
Seoul, 137-858, Korea
Address of Witness

서울시 서초구 서초동 1328-3 나라빌딩 7층
하나캐피탈(주)
 代表理事 金 宗 俊
Signature of authorized person

TAE SEONG KIM
Position of authorised person
General Manager



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Strata Management Statement - Inmark Tower


Registered Mortgagee:


Executed by Endeavor Inc

충청도 춘천시 중앙로2가 96, 101번지 우측은행준천가점4층

엔 데 버 주식회사
대표이사 정 현




Signature of Witness


Signature of authorized person

Park, Eun-JT
Name of Witness

C. E. O
Position of authorised person

4th Floor, Woori-Bank Bldg., 96 Jungangno 2-ga,
Chuncheon-City, Gangwon-Do, 200-042, Republic of Korea.
Address of Witness

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Strata Management Statement – Inmark Tower

Registered Mortgagee:

Executed by National Agricultural Cooperative Federation


Signature of Witness


Signature of authorized
person

서울특별시 중구 충정로1가 75번지
농업협동조합중앙회
신용대표이사 김 태 영



Kim Hyeong Bong
Name of Witness

OH CHANG JUN
Position of authorised person
General Manager

15, Chungjeong-ro 1ga, Jung-gu, Seoul, Korea
Address of Witness

n

REGISTERED



7-6-2011

SP 84868

Inmark Tower

By-laws Residential
Building

SP 84868

By-laws – Inmark Tower Residential Building

PARTICULARS

- 1 **Date:** 2011

- 2 **Building:** Name: The Residential Building comprised within the Inmark Tower
 Address: 718 George Street, Sydney, NSW 2000

- 3 **Original Owner:** Inmark DWS Pty Ltd ACN 121 122 183

- 4 **Strata Plan:** Strata Plan registered number SP84868

- 5 **Commercial Car Lots 219 and 220 in the Strata Plan**
 Space Lots:

- 6 **Lots the subject Lots 122 and 178**
 of by-law 13:

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By-laws – Inmark Tower Residential Building

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By-laws – Inmark Tower Residential Building

SECTION ONE - INTRODUCTION

1. BUILDING DESCRIPTION

1.1 Building subject of Strata Scheme

The Building to which the By-laws apply comprises a Strata Scheme constituted under the Development Act and subject to the provisions of the Management Act.

1.2 Building part of Complex

- (a) The Building comprises part of the Complex.
- (b) The Complex comprises the following components (buildings):
 - (i) the Building the subject of these by-laws; and
 - (ii) the Commercial/Retail Building.

1.3 Strata Management Statement

- (a) The Strata Management Statement was registered with the Strata Plan.
- (b) Matters relating to the Strata Management Statement are set out in Section 10 of these by-laws.

2. EXCLUSIVE USE BY-LAWS

2.1 Which are the Exclusive Use By-laws

Each of the by-laws in Section 11 is an Exclusive Use By-law.

2.2 What Exclusive Use By-laws do

- (a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.
- (c) The party or parties having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area which is the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement.
- (d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained to the creation of an Easement after the date of registration of these by-laws which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive Use By-law relating to the Exclusive Use Area.

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3. CONSENT

3.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

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

3.2 Consent of Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4 may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

3.3 Consent by Executive Committee may be revoked or withheld

Consent given by the Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4 may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

3.4 Consent not to be withheld if approved by a Rule or Code

Neither the Owners Corporation nor the Executive Committee may withhold its consent to an application by an Owner or Occupier for consent to an activity which is an activity or in a class of activities approved by a current Rule or Code.

3.5 Consent conditions

Owners and Occupiers must comply with any condition in a consent.

3.6 Building Manager

Unless prohibited by the By-laws or the Law, the Owners Corporation may appoint the Building Manager to perform some or all of its Functions in the By-laws.

4. REPORTING

4.1 Obligation on Owners and Occupiers

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the Caretaker or Building Manager; and

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- (b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

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SECTION 2 - USE OF COMMON PROPERTY

5. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

5.1 General obligations

- (a) Owners and Occupiers must be adequately clothed when on Common Property.
- (b) Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.
- (c) Owners and Occupiers must ensure their children and the children of their visitors:
 - (i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
 - (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- (d) Owners and Occupiers must ensure their invitees:
 - (i) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (ii) do not do anything that they cannot do under the By-laws; and
 - (iii) are removed from the Building upon refusing to comply with the By-laws.

5.2 Prohibited behaviour

Owners and Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) place, attach or hang any item of any kind on Common Property unless permitted to do by a by-law or with the written consent of the Owners Corporation;
- (d) obstruct the lawful use of Common Property by any person;
- (e) smoke while on Common Property or allow smoke to emit from their Lot;
- (f) do anything which is illegal while on Common Property;
- (g) bring or permit to enter, any heavy article which might cause structural damage to the Building;
- (h) do anything to damage or deface Common Property;
- (i) interfere with any personal property vested in the Owners Corporation;
- (j) damage any lawn, plant, tree or garden situated on or within Common Property;

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- (k) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (l) place or hang any item on any part of the Common Property;
- (m) park or stand any Vehicle on any part of the Common Property unless it is a Visitors Car Space and unless doing so is not prohibited by the By-laws;
- (n) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- (o) interfere with the operation of any Equipment installed in the Common Property;
- (p) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or
- (q) interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

5.3 Easements

The Owners Corporation, Owners and Occupiers must do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.

5.4 Duty to notify defects to Owners Corporation

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

5.5 Maintenance of installations

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.

6. VISITOR CAR SPACES

6.1 Obligation on Owners and Occupiers

Owners and Occupiers:

- (a) must not park or stand any Vehicle on any Visitor Car Space;
- (b) must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Spaces; and
- (c) must ensure their visitors comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Spaces.

7. SECURITY AND SECURITY KEYS

7.1 Obligations and rights of Owners Corporation

- (a) The Owners Corporation is responsible for the issue of, the programming and the coding and re-coding of Security Keys.

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By-laws – Inmark Tower Residential Building

- (b) Owners and Occupiers must return to the Owners Corporation or the Building Manager their Security Keys for re-coding within 48 hours of being requested to do so by the Owners Corporation.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or a bond for:
 - (i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (ii) the coding or re-coding of any Security Key.
- (d) The Owners Corporation (acting reasonably) may restrict the number of Security Keys it makes available to any Owner or Occupier.

7.2 Obligations of Owners and Occupiers

- (a) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.
- (b) Owners and Occupiers must close all security doors and gates when they pass through them.
- (c) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- (d) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- (e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- (f) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

7.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
 - (i) close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (iii) restrict by means of a Security Key access from one level of the Building to any other level.
- (b) If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

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7.4 Agreement with third party

The Owners Corporation has the power to make agreements with other parties to manage the Security Key system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

8. MOVING AND DELIVERING GOODS

8.1 Obligations on Owners and Occupiers

Owners and Occupiers must not transport or permit or cause to be transported any Goods through, across or in Common Property except in compliance with the conditions in this by-law.

8.2 Conditions

- (a) Goods may only be transported through, across or in Common Property at times of the day and week as directed by the Owners Corporation and otherwise only in accordance with the directions of the Owners Corporation.
- (b) Without limiting the provisions of clause 8.2(a):
 - (i) the Owners Corporation must be given not less than 5 days prior written notice of the intention to transport Goods;
 - (ii) Goods may only be transported through, across or in Common Property during the hours of 9.00 am to 4.30 pm Monday to Saturday (inclusive) or such other time agreed to by the Owners Corporation (but excluding public holidays when Goods may not be transported at all);
 - (iii) Goods may only be transported through or in a lift in the Building if the lift contains a lift blanket;
 - (iv) Goods may not be transported through, across or in the main lobby of the Building at any time; and
 - (v) Goods may only be transported through the basements levels of the Building (unless prior written approval from the Owners Corporation has been obtained to transport through another part of the Building).
- (c) Prior to transporting Goods, Owner and Occupiers must:
 - (i) give the Owners Corporation sufficient notice (being not less than 24 hours and in any event so that the expiry date of the notice falls on a week day between 9.00 am and 4.30 pm or such other time agreed to by the Owners Corporation) so as to enable the Owners Corporation to nominate the day and time that the Goods may be transported and to arrange for its representative to be present at the time when the Owner or Occupier requires to transport the Goods;
 - (ii) give to the Owners Corporation a security deposit of \$1,000.00 (or such other amount as may be determined by the Owners Corporation from time to time), which security deposit may be used by the Owners Corporation in accordance with by-law 8.2(f); and
 - (iii) (if the owner or Occupier has engaged a removalist to transport the Goods), give to the Owners Corporation satisfactory evidence of suitable public liability or contractors all

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By-laws – Inmark Tower Residential Building

risk insurance held by the removalist for the benefit and protection of the Owners Corporation.

- (d) Owners and Occupiers must supervise any removalist engaged by them to transport Goods in order to ensure no damage is caused to Common Property.
- (e) Owners and Occupiers must immediately at their own expense:
 - (i) rectify any damage caused to the Common Property by their removalist;
 - (ii) remove any debris or other materials left in or about any part of the Common Property by their removalist; and
 - (iii) clean any part of the Common Property as a consequence of the transport of their Goods.
- (f) The Owners Corporation may apply all or any part of the security deposit for the purpose of remedying any damage to Common Property or a Lot resulting from the transportation of Goods. Any such application by the Owners Corporation shall be without prejudice to any other right of the owners Corporation arising out of the transportation of the Goods or breach of this by-law.

8.3 Hoist

- (a) The hoist is located within the Commercial/Retail Building.
- (b) The hoist is a Shared Facility and as such Owners and Occupiers have the right to use the hoist for the purposes of transporting Goods subject to the terms of the Strata Management Statement.

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SECTION 3 - USE OF LOTS

9. OCCUPATION AND USE OF LOTS

9.1 General

- (a) Owners and Occupiers must:
 - (i) keep their Lot clean, tidy and in good repair; and
 - (ii) comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
 - (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;
 - (ii) use or occupy or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose; or
 - (B) for any purpose that may affect, lessen or damage the reputation of the Building;
 - (iii) cause any annoyance, disturbance or nuisance to other Owners or Occupiers;
 - (iv) break any Law while on their Lot;
 - (v) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
 - (vi) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
 - (vii) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
 - (viii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or
 - (ix) install or operate any intruder alarm in their Lot which emits an audible signal.

9.2 Floor coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

9.3 Window coverings

- (a) Subject to by-law 9.3(b), Owners and Occupiers must ensure the internal blinds installed within their Lot as at the date of registration of the Strata Plan are not changed, replaced or removed.

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- (b) Owners and Occupiers may change or replace to replace the internal blinds installed within their Lot as at the date of registration of the Strata Plan when they are in need of repair in which case, so as to maintain the aesthetic integrity of the Building they must be replaced with an identical or similar blind which is approved by the Owners Corporation.
- (c) Owners and Occupiers must ensure the window treatment of their Lot other than the blinds the subject of by-laws 9.3(a) and (b) (such as curtains, shutters and louvres) is either of a neutral or off white colour or a colour approved by the Owners Corporation. Any window treatment such as shutters must be painted, and must be painted in a neutral or off white colour.
- (d) Owners and Occupiers must not attach, erect, install or affix vertical blinds in their Lot which are visible from outside their Lot.
- (e) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (f) Owners and Occupiers must not without the consent of the Owners Corporation:
 - (i) tint the windows or glass door of their Lot with any type of tint;
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
 - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

9.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces of glass in windows on the boundary of their Lot, including so much as is Common Property.
- (b) Owners and Occupiers must keep clean all interior and exterior surfaces of glass in doors on the boundary of their Lot, including so much as is Common Property unless:
 - (i) the Owners Corporation resolves that it will keep the glass or a specified part of the glass clean; or
 - (ii) that glass or parts of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (c) The Owners Corporation must clean all those parts of the Common Property comprising exterior surfaces of glass and windows at least once in each consecutive period of 12 months (the first period of 12 months commencing on the date of registration of the Strata Plan).

9.5 Balconies

- (a) Owners and Occupiers must:
 - (i) keep the balconies of their Lot clean, tidy and in good repair; and
 - (ii) ensure those parts of the balcony comprising rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not place any item on the balcony of their Lot;

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- (i) which is fixed;
 - (ii) which is inconsistent with use as a balcony;
 - (iii) which is inconsistent with the aesthetics of the Building;
 - (iv) which is dangerous; or
 - (v) which is likely to cause damage to the Common Property or another Lot.
- (c) Owners and Occupiers must not:
- (i) place or hang laundry, towels, rugs, bedding or any other similar item on the balcony of their Lot;
 - (ii) use the balcony of their Lot for storage purposes;
 - (iii) place or keep furniture of any kind, equipment of any kind or plants, pots or landscaping items of any kind unless it is a type approved by the Owners Corporation;
 - (iv) allow water to escape from the balcony of their Lot;
 - (v) install or replace any automatic sprinkler system on the balcony of their Lot;
 - (vi) install any taps or hoses on the balcony of their Lot;
 - (vii) use any hoses on the balcony of their Lot; or
 - (viii) obstruct, or place any item on or near the balcony which is likely to obstruct, the balcony fence (being that part of the Common Property on the balcony of a Lot separating that balcony from the balcony of an adjoining Lot or Lots).

9.6 Barbeques

Owners and Occupiers must not:

- (a) place or operate a barbeque on the balcony of their Lot unless:
 - (i) it has a cover; or
 - (ii) it is a barbeque approved by, or a type approved by, the Owners Corporation; and
- (b) permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

9.7 Car space

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes.
- (c) Owners and Occupiers must not enclose their car space.

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9.8 Storage Space

- (a) If at the date of registration of the Strata Plan the Storage Space is not caged, then the Owner or Occupier has the right to erect a cage provided:
 - (i) it is of a similar type of construction material to the cages of the Storage Spaces which are already caged at the date of registration of the Strata Plan;
 - (ii) it is wholly contained within the Lot and does not impact or be constructed on another Lot; and
 - (iii) the Owner complies with all the requirements of the Building Council of Australia and all other Authorities.
- (b) Nothing can be stored in the Storage Space which obstructs any services.

9.9 Commercial operations

- (a) The Owners Corporation must be notified by an Owner or Occupier:
 - (i) who is carrying out or intends to carry out; or
 - (ii) who permits or intends to permit any person to carry out,commercial operations from their Lot.
- (b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot.

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SECTION 4 - RIGHTS AND CONDUCT OF OWNERS CORPORATION

10. RULES AND CODES

10.1 Power of Owners Corporation to make Rules and Codes

The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;
- (e) the appearance of Lots;
- (f) the appearance of the Building;
- (g) the type of furniture and other items which are prohibited from being placed on balconies;
- (h) the type of Signs; and
- (i) any other matter determined by the Owners Corporation.

10.2 Amending or replacing Rules or Codes

- (a) The Owners Corporation may amend or replace any Rule or Code.
- (b) The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) If the Owner is not the Occupier, the Owner must send a copy of any new Rule or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

10.3 Owners and Occupiers bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

10.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of the By-laws.

11. PROVISION OF AMENITIES OR SERVICES

11.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots including (this list is not exhaustive):

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- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).

11.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 11.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

12. ACCESS

12.1 Owners Corporation may have access

- (a) The Owners Corporation may, with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
 - (i) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
 - (ii) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public Authority;
 - (iii) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act; and
 - (iv) carrying out work to any gardens and landscaped areas in the Common Property adjacent to the Lot.
- (b) The Owners Corporation may, with or without tools and materials, enter, have access to and pass over the balcony of a Lot for the purposes of exercising its rights in by-law 9.4(c).
- (c) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its Functions under this by-law.

12.2 Right to store

In order for the Owners Corporation to undertake its Functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation to temporarily store any necessary equipment or material on their Lot.

13. ACCESS TO SERVICES

13.1 Which lots are affected

This by-law relates to the lots referred to in item 6 of the Particulars. Reference in this by-law to "Lot" is a reference severally to each of those lots; reference to "Owner" is a reference severally to the owner or mortgagee in possession of each of those lots; and reference to "Occupier" is a reference severally to the lessee, licensee or party in possession of each of those lots.

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13.2 Obligations on Lot Owners

Owners and Occupiers of the Lots the subject of this by-law must:

- (a) make available to the Owners Corporation and any party authorised by the Owners Corporation, on not less than 24 hours notice, access through and over that part of their Lot comprising the car space or the Storage Space for the purposes of inspecting, cleaning, maintaining, repairing, renewing and replacing services apparatus in that part or those parts of the Common Property which are only accessible through the car space or the Storage Space; and
- (b) move any Vehicle from their car space or any article from the Storage Space if requested, to enable the Owners Corporation, the Caretaker and any party authorised by either of those parties to exercise their Functions under this by-law.

13.3 Rights in Owners Corporation

If an Owner or Occupier does not comply with a request for access:

- (a) the Owners Corporation or the Caretaker may take whatever action may be reasonably necessary to gain access through that part of the Lot comprising the car space or the Storage Space; and
- (b) the Owner or Occupier will be liable for any costs, damages or expenses incurred by the Owners Corporation as a result of non-compliance with this by-law.

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SECTION 5 - RIGHTS AND CONDUCT OF OWNERS AND OCCUPIERS

14. COMPLAINTS AND APPLICATIONS

14.1 To be in writing

- (a) Any complaint or application to the Owners Corporation or the Executive Committee by an Owner or Occupier must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

15. LEASE OR LICENCE OF LOTS

15.1 General

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

15.2 Obligations of owners

If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot must:

- (a) ensure the Occupiers have a copy of the most recent version of the By-laws and of any Rule or Code (including any amendments or changes from time to time);
- (b) ensure the Occupiers comply with the By-laws and any Rule or Code;
- (c) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent, the Caretaker or Building Manager (if any) about the Occupiers;
- (d) take all action available to ensure the Occupiers comply with the By-laws and Rule or Code and any reasonable notice the Owner receives from the Owners Corporation;
- (e) no later than 7 days after the commencing date of any rental or licence agreement, provide the Owners Corporation and the Building Manager a copy of the front page of the agreement together with contact details of the Occupier and the rental agent; and
- (f) ensure the Occupier gives the Owners Corporation or the Building Manager a photo identification of the occupier no later than 7 days after the commencing date of the agreement.

15.3 Obligations of Occupiers

If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:

- (a) must comply with the By-laws and any Rule or Code; and
- (b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker or Building Manager (if any).

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16. COMPENSATION TO OWNERS CORPORATION

16.1 Damage

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

16.2 Costs

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By-laws by them or any one under their control.

17. LAWS AND REQUIREMENTS

17.1 Obligations of Owners and Occupiers

Owners and Occupiers must:

- (a) comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building;
- (b) comply with the conditions of any Development Consent relevant to their Lot or the Building or the use of their Lot or the Building;
- (c) comply with any notice issued to them by the Owners Corporation seeking them or their visitors or invitees to comply with or to desist from breaching any Law, the requirement of any Authority or a condition in any relevant Development Consent;
- (d) comply with any notice issued to them by a relevant Authority seeking them or their visitors or invitees to comply with or to desist from breaching any Law, the requirement of any Authority or a condition in any relevant Development Consent; and
- (e) ensure their visitors and invitees:
 - (i) comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building; and
 - (ii) comply with the conditions of any Development Consent relevant to their Lot and the Building or the use of their Lot and the Building.

18. ANIMALS

18.1 Permitted

- (a) Subject to section 49(4) of the Management Act and by-laws 18.1(b) and 18.2, Owners and Occupiers may keep up to 2 animals or birds (not being poultry) on their Lot.
- (b) All dogs and cats must be registered with the appropriate Authority.

18.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:

- (a) any dog or cat that is not registered with the appropriate Authority;
- (b) any dog which is declared dangerous under the Companion Animals Act 1998 (NSW);

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- (c) any animal declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and
- (d) any dog which the Australian Government prohibits from importation into Australia (the provisions of this by-law are not retrospective).

18.3 Obligations

- (a) In relation to any animal owned or in the care of an Owner or Occupier, that Owner or Occupier must:
 - (i) clean up all excrement or refuse left upon Common Property by the animal;
 - (ii) make good, or bear the cost of making good, any damage to Common Property by the animal;
 - (iii) ensure the animal is on a leash, caged or otherwise contained when on Common Property; and
 - (iv) ensure the animal does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers.
- (b) If an Owner or Occupier keeps an animal on the Lot the Owner or Occupier must notify the Owners Corporation that the animal is being kept on the Lot and give the Owners Corporation details of the animal (breed, name and registration details).

19. SIGNS

19.1 Prohibited

Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

19.2 Qualification

The provisions of this by-law do not apply to any Sign attached, erected or exhibited:

- (a) on any part of the Building by the Original Owner, any party on behalf of the Original Owner or any party authorised by the Original Owner;
- (b) on any part of the Building by the Building Manager or any party on behalf of the Building Manager in connection with any service or Function provided by the Building Manager to the Owners Corporation; or
- (c) on any part of the Building pursuant to the right to do so under an Exclusive Use By-law.

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SECTION 6 - OPERATIONS

20. GARBAGE DISPOSAL

20.1 Non-recyclable Garbage

- (a) Garbage that is non-recyclable must be:
 - (i) separated from Garbage that is recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Building Manager, the Council, any relevant Authority or otherwise);
 - (iii) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (iv) placed by Owners and Occupiers in the garbage chute located on that level of the Building in which that Owner's or Occupier's Lot is situated.
- (b) Owners and Occupiers must not place or leave Garbage that is non-recyclable in the Garbage Room, in any Garbage Chute Room or anywhere else on the Common Property.

20.2 Recyclable Garbage

Garbage that is recyclable material must be:

- (a) separated from Garbage that is non recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Building Manager, the Council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) either placed in the relevant receptacles in the Garbage Chute Room on that level of the Building in which the relevant Owner's or Occupier's Apartment is located, or placed in the Garbage Room (as directed by the Owners Corporation).

20.3 Owners and Occupiers must clean spills

Owners and Occupiers must:

- (a) promptly remove any Garbage that may have been spilled anywhere on the Common Property, in a Garbage Chute Room or in the Garbage Room; and
- (b) promptly clean the area on which the Garbage has been spilled.

20.4 General

Owners and Occupiers must not place or leave Garbage anywhere on the Common Property except in accordance with this by-law 20.

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SECTION 7 - INSURANCES

21. INSURANCE PREMIUMS

21.1 Obligations of Owners and Occupiers

- (a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

21.2 Owner or Occupier liable

- (a) Consent under by-law 21.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the Owners Corporation for the higher premiums.
- (b) Owners and Occupiers are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

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SECTION 8 - BUILDING WORKS

22. BUILDING WORKS

22.1 Approval of Owners Corporation required

- (a) Owners may only carry out Building Works if they follow the procedures in this by-law 22. "Building Works" include Minor Building Works and Major Building Works.
- (b) Owners who intend to carry out Minor Building Works must comply with by-law 23.
- (c) Owners who intend to carry out Major Building Works must comply with by-law 24.

22.2 Occupiers

Occupiers must not carry out Minor Building Works or Major Building Works of any kind.

22.3 Qualification

The provisions of this by-law do not apply:

- (a) to any Building Works carried out by or on behalf of the Original Owner; and
- (b) any works carried out pursuant to the right to do so under and Exclusive Use by-law.

23. MINOR BUILDING WORKS

23.1 Pre-conditions to commencing to carry out Minor Building Works

Owners must not carry out or commence to carry out Minor Building Works unless:

- (a) the Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:
 - (i) details of the nature of the works;
 - (ii) details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and
 - (iii) details of the proposed commencing date and completion date of the works;
- (b) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation; and
- (c) all relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency given to the Owners Corporation.

23.2 Conditions when carrying out Minor Building Works

An Owner carrying out Minor Building Works must:

- (a) comply with the reasonable requirements of the Owners Corporation relating to their conduct;

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- (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 as is practicable to other Owners and Occupiers;
- (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 the 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 there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

24. MAJOR BUILDING WORKS

24.1 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 specifications relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

24.2 Application to 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.

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24.3 Rights in Owners Corporation

- (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 or 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 will 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 fees).
- (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 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 24.
- (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 it 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.

24.4 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.

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- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) the Owners Corporation has approved the works in accordance with by-laws 24.1 and 24.2;
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with by-law 24.2;
 - (iii) all relevant 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)).

24.5 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 24, 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 authorising 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 Owner):
 - (A) a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance 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 written approval to the making of the by-law.

24.6 Conditions 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;

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- (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 the 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.

24.7 Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorised 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).

24.8 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.

24.9 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.

24.10 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:

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- (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.

24.11 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform any obligation of an Owner which the 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.

24.12 Future alterations 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 24.

24.13 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 24. The 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.

24.14 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 the 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 24.

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SECTION 9 - SERVICE PROVIDERS

25. CARETAKER AGREEMENT

25.1 Appointment

The Owners Corporation may:

- (a) appoint the Caretaker to provide the Building Services for the purposes of assisting the Owners Corporation in its Functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and
- (b) enter into the Caretaker Agreement referred to in by-law 25.2 to provide those services.

25.2 Terms of the Caretaker Agreement

- (a) There may be several Caretaker Agreements.
- (b) The first Caretaker Agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Caretaker.
- (c) The Caretaker Agreement may contain the following provisions to:
 - (i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
 - (ii) provide for the annual fee to be reviewed annually in accordance with the consumer price index.
- (d) The agreement may include provisions about:
 - (i) the manner in which the Caretaker must carry out the Building Services;
 - (ii) the manner in which employees and contractors are to be engaged;
 - (iii) the manner in which the Caretaker may be reimbursed for expenses; and
 - (iv) the manner in which the agreement may be assigned.
- (e) The agreement may contain provisions pursuant to which the Owners Corporation:
 - (i) consents to the Caretaker providing the Apartment Services and the Real Estate Services;
 - (ii) permits the Caretaker to use any part of the Common Property for the purposes of providing the Apartment Services and the Real Estate Services; and
 - (iii) agrees not to permit any other party to use the Common Property or any part of it for the purpose of providing services similar to the Apartment Services and the Real Estate Services.

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26. OBSTRUCTION OF THE CARETAKER

26.1 Obligations on Owners and Occupiers

Owners and Occupiers must not:

- (a) interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and
- (b) interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement.

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SECTION 10 – STRATA MANAGEMENT STATEMENT

27. STRATA MANAGEMENT STATEMENT

27.1 What the Strata Management Statement is about

The Strata Management Statement the subject of this by-law:

- (a) is the instrument registered with the Strata Plan;
- (b) governs the relationship between the Owners Corporation and the other parties to the statement in connection with matters relating to the management of the buildings the subject of the statement and in connection with matters relating to the Shared Facilities; and
- (c) contains rules and by-laws in connection with the Shared Facilities.

27.2 By-laws

The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the By-laws and any Rule or Code is inconsistent with the terms of the Strata Management Statement.

27.3 Power to enter into Strata Management Statement

The Owners Corporation has the power to enter into the Strata Management Statement and to appoint a Representative and Substitute Representative on the Building Management Committee.

27.4 Representative of the Building Management Committee

- (a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by by-law 27.4(b).
- (b) Subject to the provisions of by-law 27.4(e), the Representative and Substitute Representative must be a member of the Executive Committee. The Executive Committee must appoint one of its members to be its Representative (and if necessary, Substitute Representative) on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Executive Committee, as the Executive Committee considers appropriate.
- (c) The Executive Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.
- (d) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Executive Committee (and the Owners Corporation in general meeting) when performing their respective Functions as the appointed Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.
- (e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management Committee, the Owners Corporation's

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Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

27.5 Consent of the Building Management Committee

- (a) The granting of consent to an Owner or Occupier under the By-laws to the doing of any act, matter or thing is not to be regarded as consent from the Building Management Committee to the act, matter or thing.
- (b) If the consent of the Building Management Committee is required to the doing of any act matter or thing, then the Owners Corporation or any Owner or Occupier who wishes to do the act, matter or thing must procure the consent of the Building Management Committee before doing the act, matter or thing.

27.6 Compliance with Strata Management Statement and directions of Building Management Committee

The Owners Corporation and every Owner and Occupier must comply with:

- (a) their respective obligations in the Strata Management Statement; and
- (b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their respective Functions under the Strata Management Statement.

27.7 Shared Facilities

- (a) In respect of any Shared Facility which is located on or in the Common Property, the Owners Corporation:
 - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
 - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.
- (b) In respect of any Shared Facility which is located on or in a Lot, the Owner and Occupier of that Lot:
 - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
 - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

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SECTION 11 - EXCLUSIVE USE BY-LAWS

28. ABOUT THE BY-LAWS IN THIS SECTION

28.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of a by-law in this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 2 for an explanation of Exclusive Use By-laws.

29. AIR CONDITIONING

29.1 Definitions

In this by-law:

- (a) reference to “Lot” is a reference to each Lot in the Strata Scheme which is used or designated for residential purposes (and does not include the Commercial Car Space Lots);
- (b) reference to Owners and Occupiers are references to Owners and Occupiers of the Lots the subject of this by-law; and
- (c) “Air Conditioning System” means:
 - (i) the packaged floor standing condensing unit with in built compressor, either within the Lot or located on Common Property; and
 - (ii) the copper water reticulation system (including the Cables).

29.2 Special privilege

Despite any other by-law to the contrary, the Owner has a special privilege to:

- (a) keep attached to the Common Property that part of the Air Conditioning System attached to the Common Property as at the date of registration of the Strata Plan; and
- (b) access all relevant parts of the Common Property to comply with its obligations in this by-law.

29.3 Exclusive use

Despite any other by-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which the Air Conditioning System is attached.

29.4 Responsibility for maintenance and repair

The Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property to which the Air Conditioning System is attached. The obligations in this by-law do not extend to structural maintenance and repair which obligations remain with the Owners Corporation.

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29.5 Conditions

When exercising its rights and obligations in this by-law, the Owner:

- (a) must keep the Air Conditioning System clean and in a good state of repair and condition;
- (b) must ensure the Air Conditioning System is regularly maintained by properly qualified contractors; and
- (c) must comply with, and must ensure its contractors comply with, Occupational Health and Safety Legislation when operating, maintaining, repairing and renewing the Air Conditioning System.

30. INTERCOM SYSTEM

30.1 Definitions

In this by-law:

- (a) reference to “Lot” is a reference to each Lot in the Strata Scheme which has access to the Intercom System;
- (b) reference to “Owners and Occupiers” are references to Owners and Occupiers of the Lots the subject of this by-law; and
- (c) “Intercom System” means the intercom system within each Lot and on Common Property: the expression includes the central system and all handsets in Lots.

30.2 Special Privilege

Despite any other by-law to the contrary, the Owner has as special privilege to connect to and use the Intercom System.

30.3 Exclusive Use

Despite any other by-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner’s Lot.

30.4 Maintenance and repair

- (a) Subject to by-law 30.4(a), the Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner’s Lot or on Common Property.
- (b) The Owner is responsible for any damage to the Intercom System caused or contributed to as a result of the deliberate, negligent or malicious act of the Owner or Occupier of the Lot.

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SECTION 12 - DICTIONARY AND INTERPRETATION

31. DICTIONARY

31.1 Meaning of terms

In these by-laws, these terms (in any form) mean:

Apartment means the apartment comprised within a Lot.

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

Authority means any Governmental Agency or any statutory, public or other authority having jurisdiction over the Building.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building means the building or buildings constructed within the Parcel being the building described in the Particulars.

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

Building Manager means either the Caretaker or another party appointed by the Owners Corporation to assist it in carrying out some of its Functions.

Building Services means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste/garbage management services in connection with the Parcel and landscaping services to the Owners Corporation.

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cable means cables, conduits, pipes, wires and ducts.

Caretaker means the person appointed by the Owners Corporation pursuant to the Caretaker Agreement.

Caretaker Agreement means the agreement between the Owners Corporation and the Caretaker contemplated by by-law 25.1.

Code means a code made by the Owners Corporation in accordance with by-law 10.1 (as it may be amended or changed).

Commercial Car Space Lots means the lots referred to in the Particulars.

Commercial/Retail Building means that part of the Complex known as the Commercial/Retail Building contained within a separate Stratum Lot and comprising retail areas and commercial suites.

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Complex means the building comprising the Building the subject of these by-laws and the Commercial/Retail Building.

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Council means the council in whose municipality the Building is situated.

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

Development Application means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

Development Consent means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

Easement means any easement or restrictive covenant burdening or benefiting the Common Property.

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use Area means that part or those parts of the Common Property the subject of an Exclusive Use By-law.

Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

Executive Committee means the executive committee appointed by the Owners Corporation.

Facilities Manager means the facilities manager appointed by the Building Management Committee.

Function includes a right or obligation.

Garbage means any refuse, recyclable material or waste.

Garbage Chute Room means those parts of the Common Property on each level of the Building containing the garbage chute.

Garbage Room means that part or those parts of the Common Property which is the garbage room.

Goods includes items requiring transport in the nature of plant, machinery, equipment, furniture, appliances, boxes, merchandise, materials, waste (domestic and commercial), refuse and garbage: the expression includes associated receptacles but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature carried by only one person.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to the term by the Management Act.

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

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Major Building Works means:

- (a) any works which affect the external appearance of a Lot or the Strata Scheme;
- (b) changes to the external colour of materials of a Lot or the Strata Scheme (including those on the balcony, terrace or courtyard of a Lot);

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- (c) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or the Strata Scheme;
- (d) the installation of a Sign;
- (e) the erection of any new structures in a Lot or the Strata Scheme;
- (f) alterations to, additions to, removal of, repair or replacement of:
 - (i) any part of the Common Property (such as (by way of example only) Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
 - (ii) the structure of a Lot;
 - (iii) the internal walls inside a Lot (such as dividing walls even though they may not be Common Property); and
 - (iv) the balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades).

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

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act.

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot or any fixture in a Lot which are not Major Building Works (such as (by way of example only), floors, flooring, underlay, the surface of internal walls, tiles, bathroom fixtures, kitchen fixtures).

Occupation Health and Safety Legislation means all legislation relating to occupational health and safety applicable to the Building including without limitation *Occupational Health and Safety Act 2000 (NSW)*.

Occupier means the lessee, licensee or otherwise the occupier of a Lot (not being the Owner of the Lot).

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan, being the party described as such in the Particulars.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Particulars means the table of information at the beginning of these by-laws.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, services associated with the letting, managing and sale of Lots.

Representative means the representative of the Owners Corporation on the Building Management Committee.

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Restricted Matter means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (a) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 10.1 (as they may be amended or changed).

Secretary means the secretary of the Owners Corporation.

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

Shared Facilities means the services and facilities described as “Shared Facilities” in the Strata Management Statement.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity, and includes any Sign advertising a Lot for sale or to let.

Storage Space means that part of the Parcel designed for storage purposes and includes a Lot marked as being for storage on the Strata Plan, any part of a Lot marked as being for storage on the Strata Plan and any part of a Lot enclosed by wire mesh and which has been designed for storage.

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

Strata Plan means the strata plan referred to in the Particulars.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Stratum Lot means a lot in a Stratum Plan.

Stratum Plan means a plan of subdivision as defined by s7A of the *Conveyancing Act 1919 (NSW)* which has not been subdivided under the Legislation.

Substitute Representative means the substitute representative of the Owners Corporation on the Building Management Committee.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Visitor Car Space means those parts of the Common Property designated as a visitor car space.

32. INTERPRETATION

32.1 Undefined words

Undefined words in these by-laws have the same meaning as they do in the Management Act and the Strata Management Statement.

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32.2 Interpretation

Any reference to:

- (a) legislation includes regulations, proclamations, ordinances and by-laws made under that legislation;
- (b) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (c) a thing includes the whole or each part of it; and
- (d) the singular includes the plural and vice versa.

32.3 Headings

Headings do not affect the interpretation of the By-laws.

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Execution

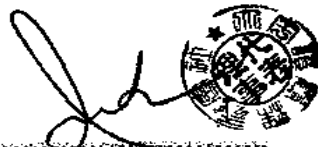
Dated the day of 2011

Registered Proprietor:

Executed by Inmark DWS Pty Ltd ACN 121 122 183 in accordance
with section 127 of the *Corporations Act 2001 (NSW)*



Director/Secretary



Director

SEIL KIM

Print name

Wan Gye Yarf

Print name

2/21/11

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By-laws – Inmark Tower Residential Building

Registered Mortgagee:

Executed by Suncorp-Metway Pty Limited

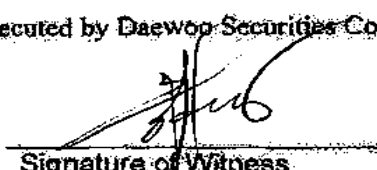
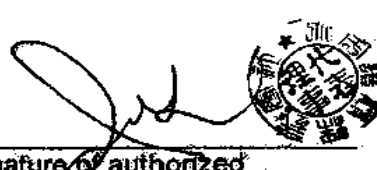

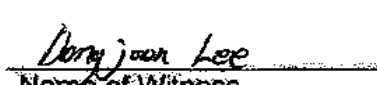
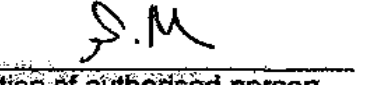

SUNCORP-METWAY LTD A.C.N.
010 891 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

WHS
Rakhi Kapur
WITNESS
56 Pitt Street
Sydney NSW

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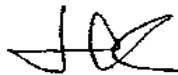
Registered Mortgagee:	
Executed by Daewoo Securities Co Ltd	
 Signature of Witness	 Signature of authorized person
	
 Name of Witness	 Position of authorized person
 Seal South Korea (4F Daewoo Securities Bldg, 34-3 Yeouido-dong, Yeongdeungpo-gu)	
Address of Witness	

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By-laws – Inmark Tower Residential Building e-plan

Registered Mortgagee:

Executed by Kumho Investment Bank



Signature of Witness

Lee Hyung Seok

Name of Witness

8th Fl., OPUS II Building,
#198, Eulji-ro 2-Ga, Jung-Gu,
Seoul, Korea

Address of Witness



Signature of authorized
person

光州廣域市東區錦南路5街127
錦湖綜合金融株式會社
代表理事 金 琮 大



General Manager

Position of authorised person

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Registered Mortgagee:

Executed by Daewoo Capital Co Ltd



Signature of Witness

Choi Dong Seob

Name of Witness

1329-3 Cheongnam Building
Socho-dong, Socho-gu, Seoul

Republic of Korea

Address of Witness

대전광역시 대덕구 수촌동 292-3
아주캐피탈주식회사

대표이사 이윤종

Lee Yun Jeok
Signature of authorized
person

Team Manager

Position of authorised person



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Registered Mortgagee:

Executed by Woori Financial Co Ltd


Signature of Witness


Signature of authorized
person


Name of Witness

14F Daeryung Secho Tower B37-20
Secho-2dong, Secho-gu, Seoul, Korea
Address of Witness


Position of authorised person
General Manager

경기도 수원시 팔달구 인계동 1122-12
우리파이낸셜주식회사
대표이사 이 병 재



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Registered Mortgagee:

Executed by Hana Capital Co Ltd



Signature of Witness

Pyangyang Ko

Name of Witness

Nara B/D (nth floor), 1328-3,
Secho-Dong, Secho-Gu,
Seoul, 137-858, Korea

Address of Witness



Signature of authorized
person

TAE JEONG KIM

Position of authorised person

General Manager

서울시 서초구 서초동 1328-3 나라빌딩 7층

하나캐피탈(주)

代表理事 金宗俊



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Registered Mortgagee:

Executed by Endeavor Inc



Signature of Witness

Park, Eun-Ji

Name of Witness

강원도 춘천시 중앙로2가 96,101번지 우리은행춘천지점4층

엔 데 버 주식회사

대표이사 정

현

Signature of authorized person

C. E. O

Position of authorised person

4th Floor, Woori-Bank Bldg., 96 Jungangno 2-ga,
Chuncheon-City, Gangwon-Do, 200-042, Republic of Korea.

Address of Witness



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Registered Mortgagee:

Executed by National Agricultural Cooperative Federation


Signature of Witness

Kim Hyeonq Bong
Name of Witness

St. Chungjeong-ro 1ga, Jung-gu, Seoul, Korea
Address of Witness


Signature of authorized person

OH CHANG JUN
Position of authorised person
General Manager

서울특별시 중구 충정로1가 75번지
농업협동조합중앙회
신용대표이사 김 태 영



REGISTERED



7-6-2011

89 JAN 1999 APR 11 4:13 PM 12 15

CONVEYANCING ACT, 1919-1932.
REAL PROPERTY ACT, 1900.
EASEMENT OF

Notice of Resumption of Land subject to the provisions of
the Real Property Act, 1900

THE COMMISSIONER FOR RAILWAYS HEREBY CERTIFIES that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the twenty-ninth day of November one thousand nine hundred and sixty-eight, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. And REQUESTS that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and HEREBY CERTIFIES that this instrument is correct for the purposes of the Real Property Act, 1900.

SCHEDULE

Lot, Portion.	Section, Parish.	Deposited Plan or Name of Estate, County.	Part or Whole.	Volume.	Folio.
		SEE SCHEDULE ATTACHED			

DATED this *fourteenth* day of *January*, in the year
one thousand nine hundred and *19*

The Common Seal of The Commissioner
for Railways hath been hereunto
duly affixed in the presence of,—

[Signature]
per Secretary for Railways
THE REGISTRAR GENERAL
SYDNEY.



SCHEDULE

(3)

Lot. Portion	Section. Parish.	Deposited Plan or Name of Estate. County.	Part or Whole.	Volume.	Folio.
	St. Lawrence	Cumberland DP 529695	Part 21 X	6400	15, 17, 18, ✓
	"	"	" 8 X	8320	19, 20, 21 ✓
	"	"	" 6 X	9083 X	24, 25 ✓
					199, 200 ✓
	St. Lawrence	Cumberland DP 529696	Part 45 ✓	1713	185 ✓
	"	"	" 34 X	4829	68 ✓
	"	"	" 27 X	5214	151 ✓
	"	"	" 26 X	5571	70 ✓
	"	"	" 18 X	7171	205, 208, 209, 210 ✓
	"	"	" 17 X	7225	124 ✓
	"	"	" 6 X	8482	82 ✓
	"	"	" 5 X	8492	185 [P] ✓
	St. Lawrence	Cumberland DP 529697	Part 28 X	3338	247 ✓
	"	"	" 8 X	8173	76 ✓
	"	"	" 7 X	8396	190 ✓
	St. James	Cumberland DP 529694	Part 42 ✓	2795	77 ✓
	"	"	" 40 ✓	3073	129 ✓
	"	"	" 39 ✓	3182	232 ✓
	"	"	" 37 X	3351	114 [P] ✓
	"	"	" 36 X	3766	90 ✓
	"	"	" 33 X	4407	169 ✓
	"	"	" 32 X	4675	140 ✓
	"	"	" 29 X	4834	30 [P] ✓
	"	"	" 28 X	5599	84 [P] ✓
	"	"	" 26 X	5863	219 ✓
	"	"	" 23 X	7021	34 ✓
	"	"	" 19 X	7053	250 ✓
	"	"	" 15 X	7373	234 [P] ✓
	"	"	" 14 X	7635	105 [P] ✓
	"	"	" 13 X	7640	227 ✓
	"	"	" 12 X	7697	113 ✓
	"	"	" 11 X	7846	119 ✓
	"	"	" 3 X	9308	223 ✓
	"	"	" 2 X	9688	111 ✓
	"	"	" 1 X	10239	148 ✓
	St. James	Cumberland DP 529698	Part 41 ✓	1508	67 [P] ✓
	"	"	" 1 X	1621	21 ✓
	"	"	" 44 ✓	1876	132 ✓
	"	"	" 41 ✓	1876	208 ✓
	"	"	" 39 X	2055	24 ✓
	"	"	" 38 X	4265	193 ✓
	"	"	" 38 X	4861	52 ✓
	"	"	" 16 X	7330	115 [P] ✓
	St. James	Cumberland DP 529699	Part 48 ✓	1201	151 [P] ✓
	"	"	" 3 X	2920	107 ✓
	"	"	" 2 X	4182	125 ✓
	"	"	" 2 X	4614	179 [P] ✓
	"	"	" 2 X	5952	88 [P] ✓
	"	"	" 2 X	6076	2 ✓

d. Not included for 146 [P]

B

1635782-1

1635782-1

[Published in Government Gazette No. 150 of 29th November, 1968.]

5
Pg. 4756

NOTIFICATION OF APPROPRIATION AND RESUMPTION OF EASEMENTS FOR PURPOSES OF THE CITY AND SUBURBAN ELECTRIC RAILWAYS ACT, 1915-1967, UNDER THE MINISTRY OF TRANSPORT ACT, 1932, AND THE PUBLIC WORKS ACT, 1912, AS RESPECTIVELY AMENDED

WHEREAS the Commissioner for Railways is Constructing Authority is desirous of acquiring easements for railway transit under or through the lands described in the Schedule hereto for construction of the Eastern Suburbs Railway as authorized by the City and Suburban Electric Railways Act, 1915-1967, and whereas the said easements are, in my opinion, required for carrying out the said work: Now, therefore, I, the Governor, with the advice of the Executive Council, in pursuance of the Ministry of Transport Act, 1932, and the Public Works Act, 1912, as respectively amended, do hereby declare by this notification to be published in the Government Gazette and in one or more newspapers published or circulated in the Police District wherein the said lands are situated that the said easements under or through the lands referred to in the Schedule hereto are hereby appropriated and resumed for the purpose hereinbefore referred to.

SCHEDULE

All those strata lands situated at SYDNEY in the City of Sydney Parish of St Lawrence County of Cumberland and State of New South Wales being part of the lands comprised within Grant dated 4th November 1846 to City Corporation and shown as Proposed Easements for Railway Transit 30 feet wide on Deposited Plan 531219.

Also all those strata lands situated as aforesaid being part of the lands comprised within Certificates of Title volume 6400 folios 16 to 21 inclusive, volume 8320 folios 24 and 25 and volume 9083 folios 199 and 200 and shown as Proposed Easements for Railway Transit 30 feet wide on Deposited Plan 529695.

Also all those strata lands situated as aforesaid being part of the lands comprised within Certificates of Title volume 1713 folio 185, volume 4829 folio 68, volume 5214 folio 151, volume 5571 folio 70, volume 7171 folios 285 and 208 to 210 inclusive, volume 7225 folio 124, volume 8432 folio 82 and volume 8492 folio 185 and shown as Proposed Easements for Railway Transit 30 feet wide on Deposited Plan 529696.

Also all those strata lands situated as aforesaid being so much of the lands shown as Proposed Easement for Railway Transit variable width on Deposited Plan 529697 as are contained in Certificates of Title volume 3338 folio 247, volume 8173 folio 76 and volume 8396 folio 190 and Conveyances number 541 book 2315.

Also all those strata lands situated at SYDNEY in the Parish of St James and City County and State as aforesaid being part of the lands comprised within Certificates of Title volume 2795 folio 77, volume 3073 folio 129, volume 3182 folio 232, volume 3351 folio 113, volume 3766 folio 90, volume 4407 folio 169, volume 4675 folio 140, volume 4834 folio 34, volume 5399 folio 84, volume 5863 folio 219, volume 7021 folio 34, volume 7053 folio 259, volume 7373 folio 234, volume 7635 folio 105, volume 7640 folio 227, volume 7697 folio 113, volume 7846 folio 119, volume 9308 folio 223, volume 9688 folio 111 and volume 10239 folio 148 and Conveyances number 334 book 1237 and number 510 book 2788 and shown as Proposed Easement for Railway Transit variable width on Deposited Plan 529694.

Also all those strata lands situated as aforesaid being part of the lands comprised within Certificates of Title volume 1508 folio 67, volume 1621 folio 21, volume 1876 folios 132 and 208, volume 2055 folio 24, volume 4265 folio 193, volume 4851 folio 52 and volume 7330 folio 113 and Conveyances number 324 book 2100 and number 326 book 2100 and shown as Proposed Easement for Railway Transit variable width on Deposited Plan 529698.

Also all those strata lands situated as aforesaid being part of the lands comprised within Certificates of Title volume 1201 folio 151, volume 2920 folio 107, volume 4182 folio 125, volume 4614 folio 179, volume 5952 folio 88 and volume 6076 folio 2 and shown as Proposed Easement for Railway Transit 30 feet wide and Proposed Easement for Railway Transit variable width on Deposited Plan 529699.

Signed at Sydney, this thirtieth day of October, 1968,

A. R. CUTLER, Governor.

By His Excellency's Command,

M. A. MORRIS, Minister for Transport.

(9248)

GOD SAVE THE QUEEN!

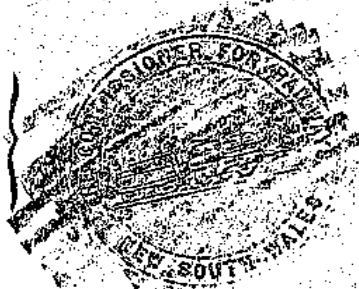
V. C. N. Blight, Government Printer, New South Wales—1968

This is the copy Gazette Notification referred to in the annexed certificate.

The Common Seal of The Commissioner for Railways hath been hereunto duly affixed in the presence of:—

[Signature]
Secretary for Railways.

[Signature]
CORRECT
Attest: *[Signature]*
Deputy Secretary for Railways



16357MP1

16357MP1

6
L319770

No. _____

Lodged by
Solicitor for Railways,
19 York Street, Sydney.

NOTICE OF RESUMPTION.

of an easement for railway transit

Registered in S.Z.B.
1508-67 & 0083-200

Particulars entered in Register Books
Vol. 1508 Fol. 67
9083 200

on 12.4.5 - 1969

at 12 o'clock

Jaworski
REGISTRAR GENERAL



12.4.5 - 1969

Particulars entered in Register Books

Vol. _____, Fol. _____

AS PER SCHEDULE
EXCEPT Vol 1508-67 and Vol 0083-200

the 14th
day of March 1969
at _____ minutes 4
o'clock in the afternoon

Jaworski
Registrar General.



Form: 20EV
Release: 3.0
www.lands.nsw.gov.au

VARIATION OF EASEMENT

New South Wales

Section 47(5A) Real Property Act 1900

AG59793B

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	Servient Tenement 1/1135510	Dominant Tenement
(B) EASEMENT VARIED	Number of Easement L319770	Nature of Easement Esmnt for railway transit 9.145 wide
(C) LODGED BY \$97 plan fee assessed	Document Collection Box IW	Name, Address or DX, Telephone, and LLPN if any LLPN: 122292U SEIL KIM SUITE 3 LEVEL 4 HSBC BUDG HUNT & HUNT 7-24-788 GEORGE ST SYDNEY NSW 2000 TEL: 9211 2270 Reference: ICM-953535
		CODE R
(D) APPLICANT (1) - 9 MAR 2011	Registered proprietor of the servient tenement INMARK DWS PTY LIMITED ACN 121 122 183	
(E) APPLICANT (2)	Registered proprietor of the dominant tenement Rail Corporation New South Wales ABN 59 325 778 353	

RELODGED

TIME: 4.00

- (F) The applicants, having varied the above easement as set out in plan annexed hereto, apply to have the variation recorded on the relevant folio(s) of the Register.
- (H) The consent of any registered lessee of the dominant tenement or the servient tenement is annexed hereto and marked DATE
- (I) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: Inmark DWS Pty Limited ACN 121 122 183
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
Office held:

TAE JIN JI
DIRECTOR

Signature of authorised person:

Name of authorised person:
Office held:

SEIL KIM
COMPANY SECRETARY

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness: PETER BAIDEN
LEVEL 21, 477 Pitt St.
(RAILCORP) SYDNEY.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of:

KEVIN EYKES
GENERAL MANAGER PROPERTY
RAIL CORPORATION OF NSW

- (J) I certify that the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

FOR EXECUTION

SEE ANNEXURE

PAGES 4 to 12

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee under mortgage

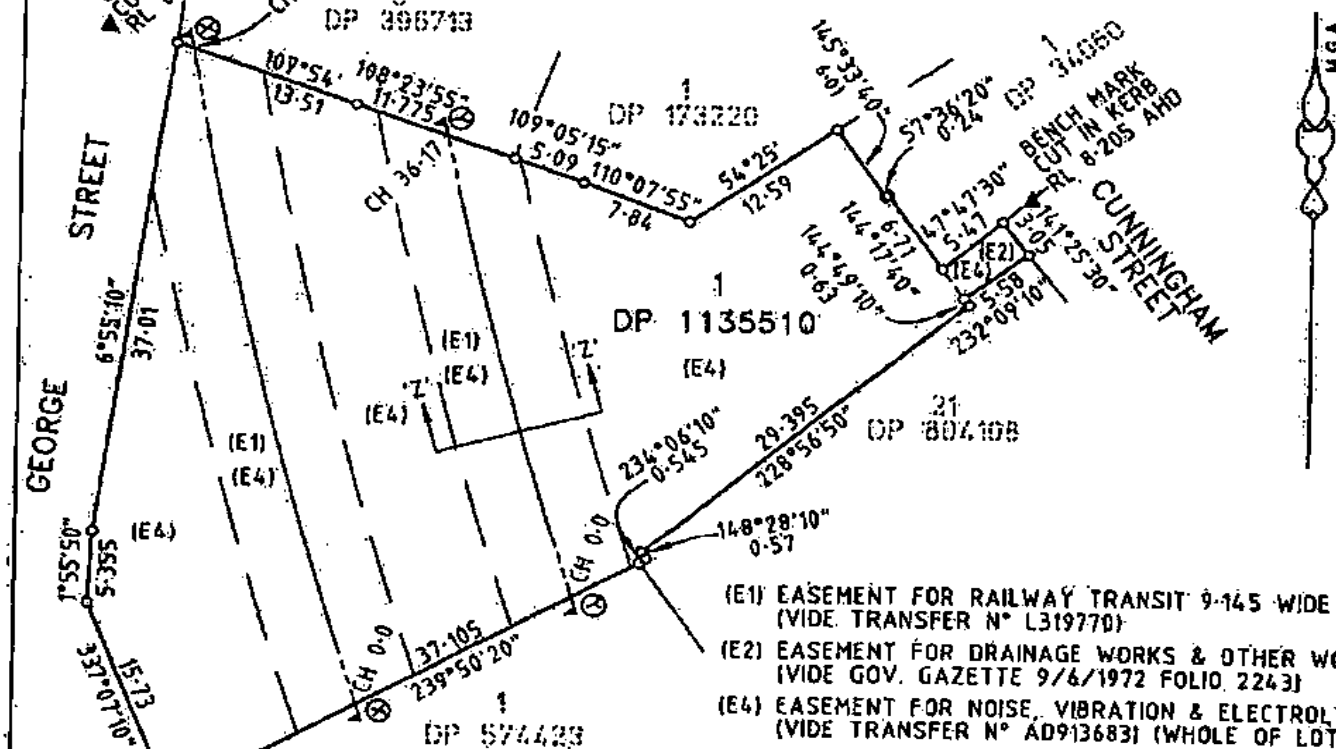
No. shown on folio of the Register

Signature of the mortgagee:

Caveat AG 108746 will not prevent registration

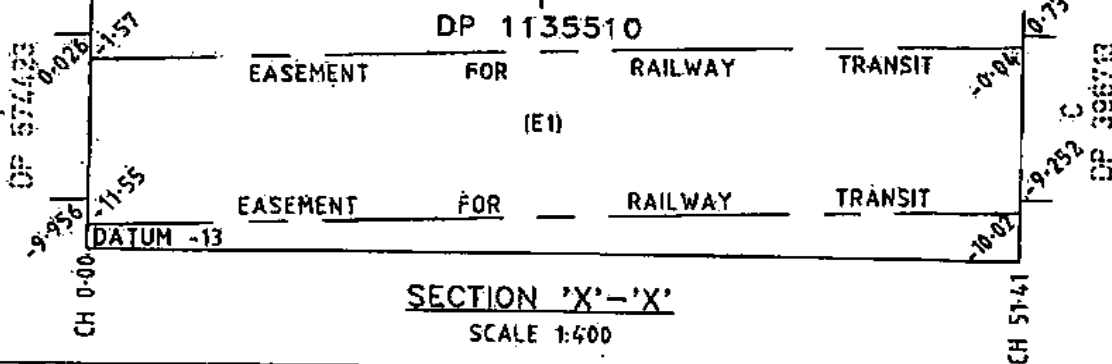
**PLAN SHOWING AMENDED HEIGHT LIMITS OF EASEMENTS FOR RAILWAY TRANSIT
9.145 WIDE WITHIN LOT 1 IN DP 1135510 CREATED BY L319770**

LOCATION PLAN
SCALE 1:500



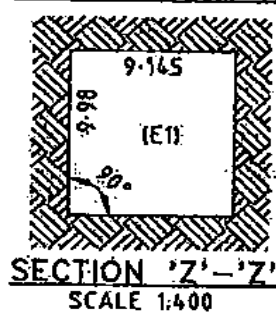
- (E1) EASEMENT FOR RAILWAY TRANSIT 9.145 WIDE
(VIDE TRANSFER N° L319770)
(E2) EASEMENT FOR DRAINAGE WORKS & OTHER WORKS
(VIDE GOV. GAZETTE 9/6/1972 FOLIO 2243)
(E4) EASEMENT FOR NOISE, VIBRATION & ELECTROLYSIS
(VIDE TRANSFER N° AD913683) (WHOLE OF LOT)

DP 1135510

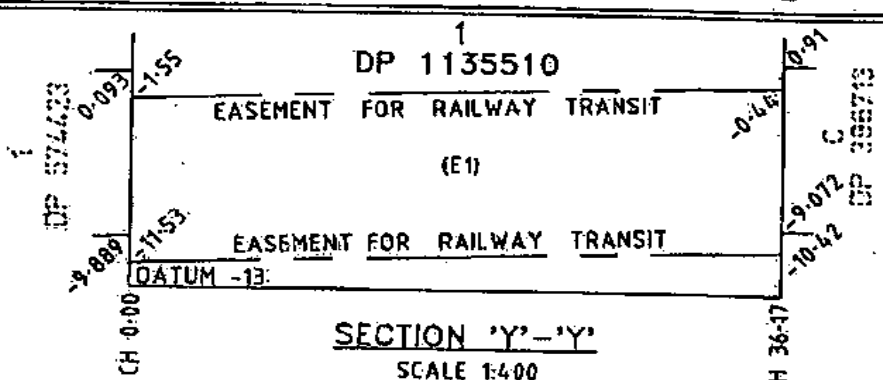


SECTION 'X'-X'
SCALE 1:400

**TYPICAL
CROSS-SECTION**



SECTION 'Z'-Z'
SCALE 1:400



SECTION 'Y'-Y'
SCALE 1:400

NOTES

LEVELS REFER TO THE AUSTRALIAN HEIGHT DATUM (AHD). ORIGIN OF LEVELS PM 53245 RL 16.208 AHD CLASS LB ORDER L2 & PM 60134 RL 25.000 AHD CLASS LB ORDER L2 AS OBTAINED FROM SCIMS 25/08/2010

Registered Surveyor 25/08/2010

Lessee, Mortgagee or Chargee of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AD808922	Suncorp-Metway Limited
Mortgage	AD913669	Daewoo Securities Co Ltd, Kumho Investment Bank, Daewoo Capital Co Ltd, Woori Financial Co Ltd & Hana Capital Co Ltd
Mortgage	AD913670	Daewoo Securities Co Ltd
Mortgage	AE708188	Endeavor Inc
Mortgage	AF785021	National Agricultural Cooperative Federation

Execution by National Agricultural Cooperative Federation

The mortgagee, National Agricultural Cooperative Federation, under mortgage AF785021
consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am
otherwise satisfied, signed this application in my presence.



Signature of Witness

Kim Hyeong Bong

Name of Witness

115 Chungjeong-ro 1ga, Jung-gu, Seoul, Korea

Address of Witness



Signature of authorised person

서울특별시 중구 충정로1가 75번지

농업협동조합중앙회

신용대표이사 김 태 영



OH CHANG JUN


Position of authorised person

Senior Manager

Execution by Endeavor Inc

The mortgagee, Endeavor Inc, under mortgage AE708188 consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.


Signature of Witness

Lee ae ri
Name of Witness

각원도 추진시 중앙로2가 96,101번지 우측은행준원지점4층
엔 데 버 주식 회 사
대표이사 정
Signature of authorised person

C. E. O
Position of authorised person

4th Floor, Woori-Bank Bldg., 96 Jungangno 2-ga, Chuncheon-City Gangwon-Do
Address of Witness
200-042, Republic of Korea

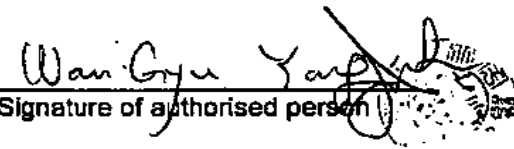
Execution by Daewoo Securities Ltd

The mortgagee, Daewoo Securities Co Ltd, under mortgage AD813670 consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.



Signature of Witness



Signature of authorised person

Dony-jon Lee

Name of Witness

Senior Manager

Position of authorised person

Seoul ROK (4F Daewoo Securities B/D 34-3 Yeouido Yeongdeungpo-gu, Seoul, Korea)

Address of Witness

Execution by Hana Capital Co Ltd

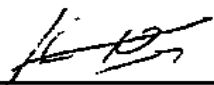
The mortgagee, Hana Capital Co Ltd, under mortgage AD913669 consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.


Signature of Witness

Ko Byoung Yong
Name of Witness

1328-3, Seocho-Dong, Seocho-Gu, Seoul
Address of Witness


Signature of authorised person TAE JEONG, KIM

SENIOR MANAGER
서울시 서초구 서초동 1328-3 나라빌딩 7층
Position of authorised person
하나캐피탈(주)
代表理事 金宗俊



Execution by Woori Financial Co Ltd

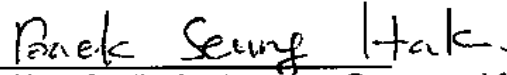
The mortgagee, Woori Financial Co Ltd, under mortgage AD913669 consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.


Signature of Witness


Signature of authorised person


Name of Witness


Position of authorised person (Senior Manager)

1122-12 Inpye-dong Paldal-gu, Suwon
Address of Witness
Gyeonggi-do, Korea

경기도 수원시 팔달구 인계동 1122-12

우리파이낸셜주식회사
대표이사 이 병 재



Execution by Daewoo Capital Co Ltd

The mortgagee, Daewoo Capital Co Ltd, under mortgage AD913669 consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.



Signature of Witness

Choi Dong Seob

Name of Witness

292-3 Songchon-dong Deodeok-gu, Daejeon, Korea

Address of Witness



Signature of authorised person

Lee Yun Seok

Position of authorised person

Senior Manager

대전광역시 대덕구 송촌동 292-3

아주캐피탈주식회사

대표이사 이 윤 종



Execution by Kumho Investment Bank

The mortgagee, Kumho Investment Bank, under mortgage AD913669 consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.



Signature of Witness

Lee Hyung Seok

Name of Witness



Signature of authorised person

光州廣域市東區錦南路5街127
錦湖綜合金融株式會社
代表理事 金 琮



Jang Young Hwan

Position of authorised person

Senior Manager

127, Geumnamro 5ga, Dong-gu, Gwangju, Korea
Address of Witness

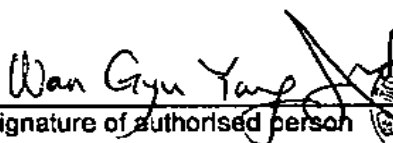
Execution by Daewoo Securities Co Ltd

The mortgagee, Daewoo Securities Co Ltd, under mortgage AD913869 consents to this variation of Easement registered number L319770.

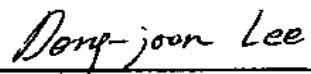
I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.



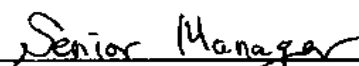
Signature of Witness




Signature of authorised person



Name of Witness



Position of authorised person



Address of Witness

(4F Daewoo Securities Bldg 34-3 Yeouido Yeongdeungpo-gu, Seoul Korea.)

Execution by Suncorp-Metway Limited

The mortgagee, Suncorp-Metway Limited, under mortgage AD808922 consents to this variation of Easement registered number L319770.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of Witness

Signature of authorised person

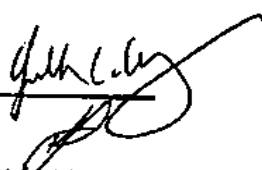
Name of Witness

Position of authorised person

Address of Witness

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
JOSEPH CHRISTOPHER KING
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME



K. Tina Sp...
WITNESS

Form: 01TG
Release: 1
www.lpi.nsw.gov.au

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AA384452P

RELODGED

(A) **TORRENS TITLE**
- 8 MAR 2004

1.45pm

RELODGED BY

PRIVACY NOTE: this information is legally required and will become part of the public record

Servient Tenement
21/804108

L 2615003

Dominant Tenement

11/594136, Auto Consul 15473-116 &
4/660483

Delivery
Box

46X

Name, Address of DX and Telephone

46xggalloways
legal services

Phone: (02) 9233 1011 Fax: (02) 9232 6491

Reference: **2318300-NJW**

CODE

TG

(C) **TRANSFEROR**

MISSION AUSTRALIA PTY LIMITED (ABN 15 000 002 522)

(D)

The transferor acknowledges receipt of the consideration of \$ 10,000.00
and transfers and grants

(E) **DESCRIPTION
OF EASEMENT**

RIGHT OF WAY (PLAN ATTACHED)

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**

SAGE LEAF PTY LIMITED (A.C.N 098 258 756)

DATE

23 December 2003

(H)

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Signature of witness:

M. Barrett

Name of witness:

Megan Barrett

Address of witness:

**40 4-10 Campbell St
Sydney
NSW 2000**

Certified correct for the purposes of the Real Property
Act 1900 by the person(s) named below who signed
this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

**Peter Richardson
Simon Officer**

Signing on behalf of:

Mission Australia

Power of attorney-Book:

4380

-No.:

883

Certified for the purposes of the Real Property Act
1900 by the person whose signature appears below.

Signature:

Signatory's name:

Michael Doueihi

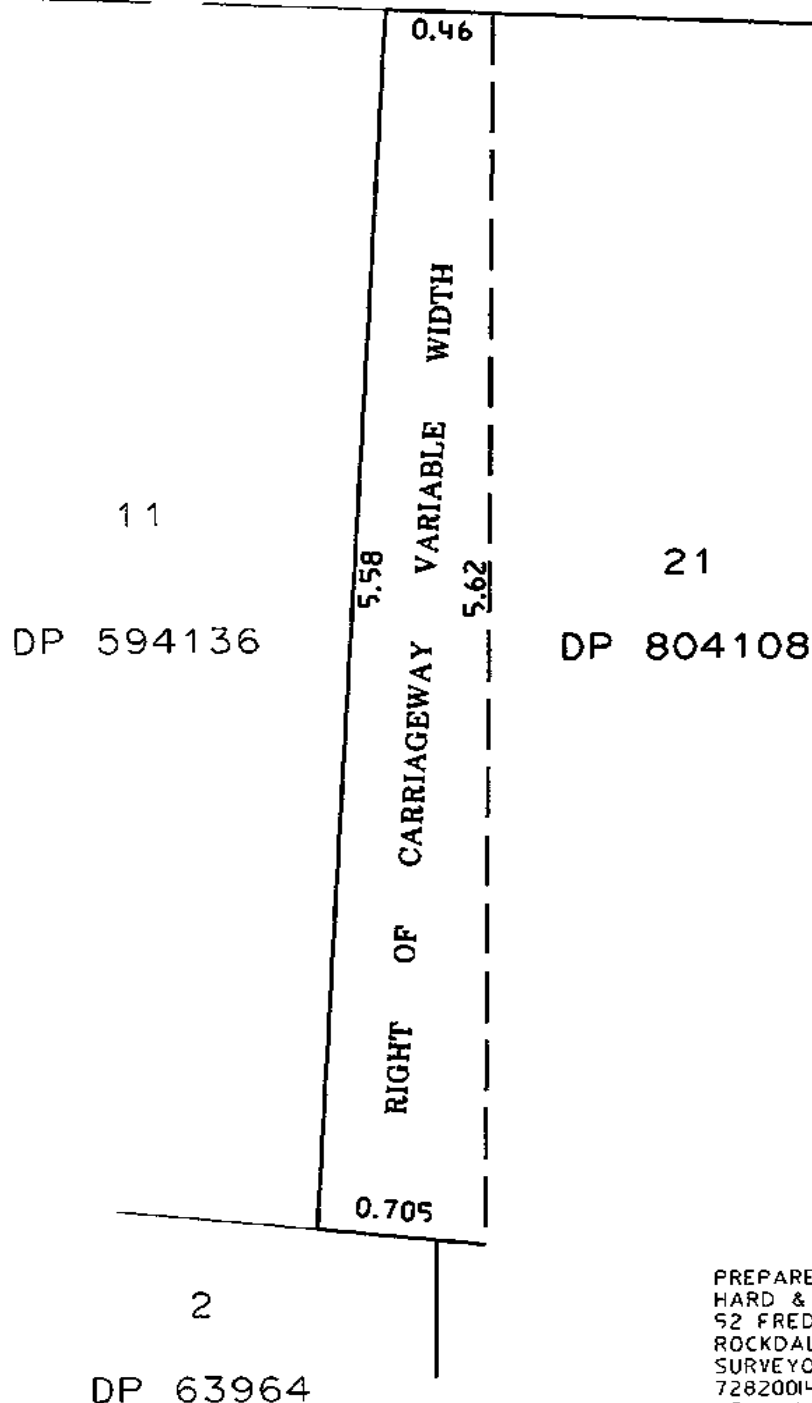
Signatory's capacity:

transferee's solicitor

PLAN
OF RIGHT OF CARRIAGEWAY
WITHIN LOT 21
DP 804108



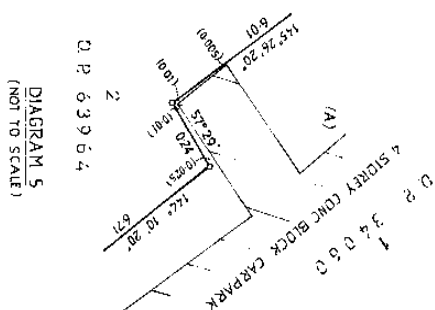
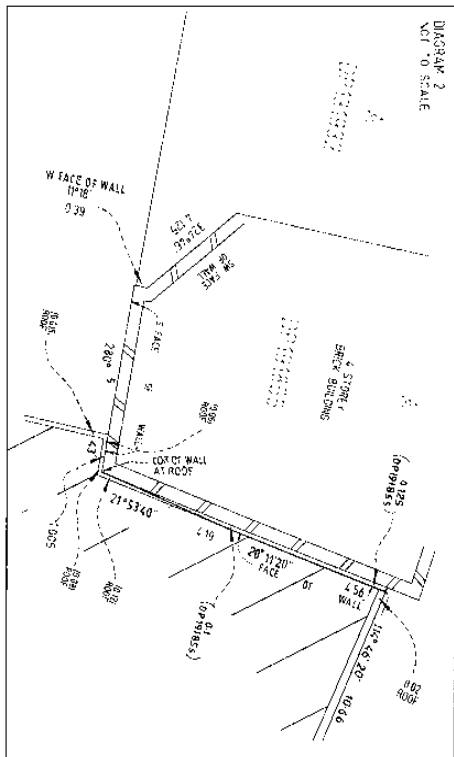
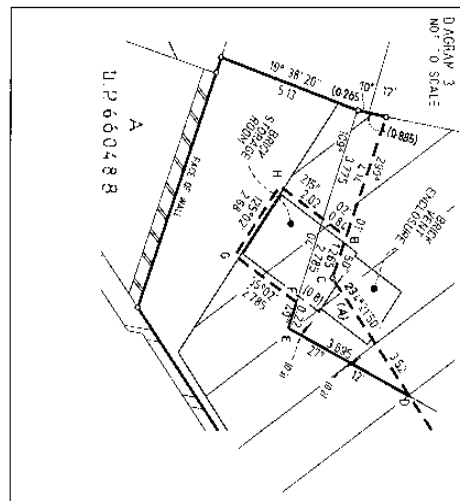
CUNNINGHAM STREET



PREPARED BY:
HARD & FORESTER PTY LTD
52 FREDERICK STREET
ROCKDALE NSW 2216
SURVEYORS REF:
72820014 REV.00
11 December, 2003.

[Signature]

WARNING: CRASHING OR COLLIDING WILL LEAD TO REJECTION



* OFF CT LSF ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS
TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 1 of 3 sheets)

T1

DP1080385

Plan of easement for air and light 6 wide and
variable width within Lot 1 DP 34060, Lot 1 DP
173220 and Lot A DP 175078

Full Name and address of
proprietor of the land

TRUST COMPANY OF AUSTRALIA
LIMITED
c/- Cromwell Property Securities Limited
Level 19, 200 Mary Street
Brisbane QLD 4001

1. Identity of easement firstly
referred to in above mentioned plan

Easement for air and light 6 wide and variable
width

Schedule of lots etc. affected

Lots Burdened

[1 in DP 34060,]
[1 in DP 173220, and]
[A in DP 175078]

Lots Benefited

[* in DP 660483,]
[11 in DP 594136,]
[2 in DP 63964, and] }
[1 in DP 88706]

PART C.T. VOL 14758 FOL. 164

BEING AC 15473-116

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS
TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 2 of 3 sheets)

PART 2

Plan:

DP1080385

Plan of easement for air and light 6 wide and variable width limited in depth to above RL24.6 and unlimited in height above RL24.6 within Lot 1 DP 34060, Lot 1 DP 173220 and Lot A DP 175078

1. **Terms of easement for air and light 6 wide and variable width limited in depth to above RL24.6 and unlimited in height above RL24.6 firstly referred to in abovementioned plan.**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof to have free and unimpeded natural flow access and transmission of light and air to and from and into and out of that part of the servient tenement indicated by 'A' on the plan and limited to the area above RL24.6 but excluding the Vent Shaft and Storage Room (Easement space) through any windows or apertures of any structures erected on the dominant tenement.

Those persons possessing an estate or interest in possession in the land herein indicated as the servient tenement must not do or allow anything to be done over that part of the servient tenement located in the Easement Space which in the reasonable opinion of those possessing an estate or interest in the land indicated as the dominant tenement will limit, obstruct or deny their rights under this easement. Those persons who are at any time entitled to an estate or interest in the land herein indicated as the servient tenement are permitted, within the Easement Space and without the consent of the person who is at any time entitled to an estate or interest in the land herein indicated as the dominant tenement, to install awnings, operate building maintenance units, erect scaffolding or similar structures and undertake any maintenance, repair and replacement of any structures or improvements on the servient tenement.

The terms of this instrument can only be released, varied or modified by the consent of every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement ~~and the servient tenement and with the~~ ~~authorised Authority.~~

For the purposes of this instrument, 'Vent Shaft and Storage Room' are those items and such other items as may be replaced from time to time located in that area of the Easement Space denoted by B, C, D, E, F, G H, B on the plan which is limited in depth to RL27.7.

⊗ provided they are a maximum of 1.6 metres from the building on the servient tenement and have an PRL of not less than 60/60/60

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS
TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919.**

Lengths are in metres

DP1080385

(Sheet 3 of 3 sheets)

Signed sealed and delivered by

Geoffrey Funnell

as attorney for the **TRUST COMPANY**
OF AUSTRALIA LIMITED under
Power of Attorney dated 10 July 2000
Registered number 670 Book number
4279 in the presence of

Signature of Witness

Scott Forster
Solicitor

Attorney

Executed by

SAGE LEAF PTY LIMITED

in the presence of

Signature of Witness

Director

Mortgagee under Mortgage No:

Signed sealed and delivered by

DEBBIE OGBORNE

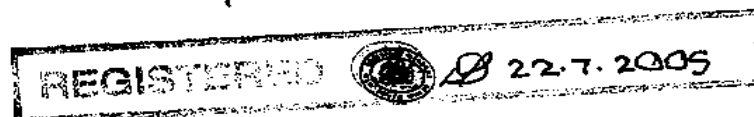
as attorney for the **SUNCORP-METWAY**
LIMITED under Power of Attorney
dated *15 NOVEMBER 1991*
Registered number *3839* Book number *372*
in the presence of

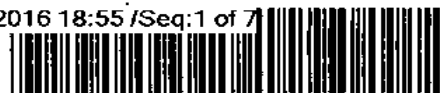
T. J. CONNELLEY

Signature of Witness

Attorney

Attorney





Form: 01TG
Licence: 02-08-100
Licensee: Freehills

TRANSFER GRANTING EASEMENT

AD913683Y

New South Wales
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Servient Tenement (land burdened) Lot 2 in DP 63964 Lot 1 in DP 88706 Lot 4 in DP 660483 Lot 11 in DP 594136		Dominant Tenement (land benefited) RAIL CORPORATION NEW SOUTH WALES
	Delivery Box 705M	Name, Address or DX and Telephone RAIL CORPORATION NEW SOUTH WALES LLPN: 123517 W BOX 705M RAILCORP. Reference (optional): PROPERTY SERVICES DIVISION : KD	CODE TG
(B) LODGED BY			
(C) TRANSFEROR	Registered proprietor of the servient tenement INMARK DWS PTY LTD ACN 121 122 183		

(D) The transferor acknowledges receipt of the consideration of \$1.00
and transfers and grants SEE ANNEXURE B

DESCRIPTION OF EASEMENT 30 JUL 2008 (F) TIME 3.15 TRANSFEEEE	SEE ANNEXURE B
	out of the servient tenement and appurtenant to the dominant tenement.
Encumbrances (if applicable):	1. 2. 3.
	Registered proprietor of the dominant tenement RAIL CORPORATION NEW SOUTH WALES ABN 59 325 778 353

DATE / /
 dd mm yyyy

(H) I certify that the transferor, with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real
Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness: See Annexure A

Address of witness:

See Annexure A

I certify that the transferee, with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real
Property Act 1900 by the transferee.

Signature of witness:

Signature of transferee:

Name of witness: See Annexure A

Address of witness:

See Annexure A

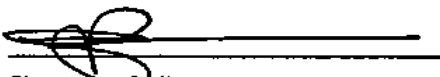
Substitute Dealing
Time 9.00
Date 8/7/04
CSB2

[Handwritten signatures and stamps]

Annexure A

SIGNED as a deed.

**EXECUTED BY RAIL CORPORATION NEW
SOUTH WALES** by its authorised officer in the
presence of:



Signature of witness

JULIE ROSANDIC

Name of witness (print)



Signature of Authorised Signatory

IRENE RUSAK


Name of Authorised Signatory (print)
CORPORATE COUNSEL

EXECUTED on behalf of the corporation named
below by the authorised persons whose signatures
appear below pursuant to the authority specified:

Corporation: **INMARK DWS PTY LIMITED**

ACN 121 122 183

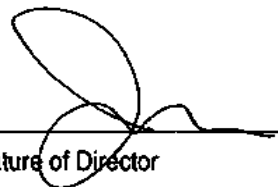
Authority: s127 corporations act 2001



Signature of Secretary/~~Director~~

SEIL KIM

Name of Secretary/~~Director~~ (print)



Signature of Director




Wan Gyu Yang

Name of Director (print)

Execution by Suncorp-Metway Limited, as mortgagee:

SUNCORP METWAY LTD A.C.N.
 010 831 722 BY ITS ATTORNEY.
 DEBBIE OGBORNE
 WHO CERTIFIES THAT THEY ARE A
 LEVEL II ATTORNEY PURSUANT
 TO POWER OF ATTORNEY BOOK
 3859 NO. 372 OF WHICH THEY HAVE
 RECEIVED NO NOTICE OF
 REVOCATION
 SIGNED IN MY PRESENCE BY
 THE SAID ATTORNEY WHO IS
 PERSONALLY KNOWN TO ME


 WITNESS

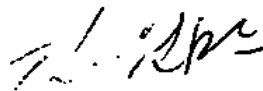
Execution by Daewoo Securities Co. Ltd, as mortgagee:



서울特別市 永登浦區 汝矣島洞 34-3
 大宇證券株式會社
 代表理事 金 成 泰



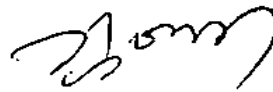
Execution by Kumho Investment Bank, as mortgagee:



광주광역시 동구 금남로5가127
 금호종합금융주식회사
 대표이사 김 종 대



Execution by Daewoo Capital Co. Ltd, as mortgagee:



137-858
 대우캐피탈주식회사
 DEWOO CAPITAL CORPORATION
 서울특별시 서초구 서초동 1329-3 청남빌딩 10층
 TEL:(02)2017-5400 FAX:(02)2017-5555



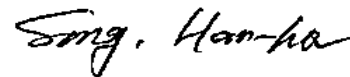
Execution by Woori Financial Co. Ltd, as mortgagee:



경기도 수원시 팔달구 인계동 1122-12
 우리파이낸셜주식회사
 대표이사 이 병 재



Execution by Hana Capital Co. Ltd, as mortgagee:



서울시 서초구 서초동 1333-3 대우빌딩 7층
 하나캐피탈(주)
 代表理事 金 三 得



Execution by Daewoo Securities Co. Ltd, as mortgagee:



서울特別市 永登浦區 汝矣島洞 34-3
 大宇證券株式會社
 代表理事 金 成 泰



ANNEXURE B

THIS IS THE ANNEXURE "B" REFERRED TO IN THE TRANSFER GRANTING EASEMENT

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.

Plan: Lot 2 in DP 63964, Lot 1 in DP 88706, Lot 4 in DP 660483, Lot 11 in DP 594136

Full name and address Inmark DWS Pty Ltd (ACN 121 122 183)
of 12 Yamma Street Sefton NSW 2162

of the owner of the land:

PART 1 - CREATION

Number of items shown in the intention panel on the plan	Identity of easement, profits 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, Authority Benefited or Prescribed Authority:
1	Easement for noise vibration and electrolysis	Whole of Lot 2 in DP 63964 Whole of Lot 1 in DP 88706 Whole of Lot 4 in DP 660483 Whole of Lot 11 in DP 594136	Rail Corporation New South Wales
2	Positive covenant for future maintenance	Whole of Lot 2 in DP 63964 Whole of Lot 1 in DP 88706 Whole of Lot 4 in DP 660483 Whole of Lot 11 in DP 594136	Rail Corporation New South Wales

PART 2 - TERMS

1. Terms of Easement for noise, vibration and electrolysis numbered 1 in the plan

1.1 Easement

The full and free right for the Authority Benefited to emit and allow the emission of such noise, vibration and electrolysis over the Lot Burdened as result directly of Railway Activities carried on by the Authority Benefited in the Railway Corridor.

[Handwritten signatures and notes]
Page 4 of 7

1.2 Release and indemnity

The Proprietor of the Lot Burdened, in granting this easement, releases the Authority Benefited from, and agrees not to make, any claim or demand or commence any proceedings (including without limitation in nuisance) against an Authority Benefited in relation to any noise, vibration or electrolysis arising directly from Railway Activities carried on by an Authority Benefited on the Railway Corridor, and indemnifies and must keep indemnified each Authority Benefited in respect of any such demand, claim, action or proceeding.

2. Terms of Positive covenant numbered 2 in the plan

2.1 Building works proposal

The Proprietor of the Lot Burdened covenants with the Prescribed Authority that it must not commence any Building Work of any nature on the Lot Burdened unless it first obtains the written consent of the Prescribed Authority.

2.2 Construction

If the Prescribed Authority consents to the Proprietor of the Lot Burdened undertaking works on the Lot Burdened then:

- (a) the works must be undertaken in accordance with the requirements of the Prescribed Authority (including without limitation in relation to design and construction methodology, insurance and maintenance), whether or not such requirements are the subject of a separate agreement between the Prescribed Authority and the Proprietor of the Lot Burdened;
- (b) the works must be completed at the sole risk and expense of the Proprietor of the Lot Burdened; and
- (c) the Proprietor of the Lot Burdened must effect and keep current for the whole of the period during which the works are being undertaken the Insurances.

2.3 Protective Devices

The Proprietor of the Lot Burdened covenants with the Prescribed Authority that it will, if required by the Prescribed Authority, construct, lay or utilise such dampening and other protective measures and devices (**Protective Devices**) as may be required by the Prescribed Authority as a method of reducing the noise, vibration or electrolysis which may emanate from Railway Activities on the Railway Corridor. The Proprietor of the Lot Burdened acknowledges that by requiring the installation of Protective Devices under this clause, the Prescribed Authority does not make any representation that the Protective Devices will reduce any noise, vibration and electrolysis emanating from Railway Activities on the Railway Corridor.

2.4 Release

The Proprietor of the Lot Burdened irrecoverably and unconditionally covenants and agrees with the Prescribed Authority to release the Prescribed Authority from, and not to make any claim or demand or commence any action or proceeding (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, vibration, electrolysis or any other type of interference arising directly or indirectly from Railway Activities on the Railway Corridor.

2.5 Indemnity

The Proprietor of the Lot Burdened indemnifies and must keep indemnified the Prescribed Authority in respect of any loss, damage, cost or expense that the Prescribed Authority suffers or incurs as a result of:

- (a) any proceeding (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, vibration or electrolysis arising directly or indirectly from Railway Activities carried on by the Prescribed Authority on the Railway Corridor; and
- (b) a failure by the Proprietor of the Lot Burdened to comply with this clause 2.

3. Definitions

Building Work means any demolition, structural improvements or redevelopments, but does not include repairs and maintenance of a general nature.

Insurances means such insurance as the Prescribed Authority may require the Proprietor of the Lot Burdened to effect and maintain from time to time.

Lot Burdened means the property at 710 George Street, Sydney, more properly described as Lot 2 in DP 63964, Lot 1 in DP 88706, Lot 4 in DP 660483 and Lot 11 in DP 594136.

Proprietor of the Lot Burdened means every person who is at any time, entitled to an estate or interest in any part of the Lot Burdened and includes without limitation, any person entitled to any freehold, leasehold or estate in possession of the Lot Burdened or any part of it.

Rail Corporation New South Wales includes its successors, assigns and transferees.

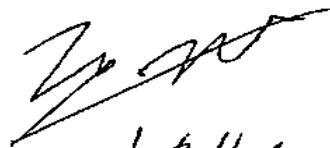
Railway Activities means the establishment, operation, maintenance and expansion of a passenger and freight train railway including, without limitation:

- (a) the operation of passenger and freight trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance and upgrading of infrastructure facilities necessary or desirable for the efficient operation of passenger and freight trains;
- (c) the development maintenance and upgrading of railway stations or access or facilities for the public to access such stations.

Railway Corridor means all land which is owned, leased and occupied by Rail Corporation New South Wales which is adjacent or near the Lot Burdened, including, without limitation:


- (a) land which is usually separated from public access by an embankment, ditch, cutting, natural feature or fence and includes air space above such land and all earth below; and

any easements, licences or any beneficial legal interest in land used in relation to the Railway Activities.



Back Song Hek

Song, Han-ho



Form: 13RPA
Release: 2.3
www.lprua.nsw.gov.au

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales

Section 88E(3) Conveyancing Act 1919

AG33140V

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 98B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/1135510

(B) LODGED BY

Document Collection Box 112M	Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY LLPN: 123053P DX 1251 SYDNEY PH: 9265 9811 Reference: MI: S058656	CODE RV
--	---	-----------------------

(C) REGISTERED PROPRIETOR

Of the above land
INMARK DWS PTY LIMITED ACN 121122183

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage		SEE PAGE 2

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY

- (F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 20 January 2011

- (G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

NIKKI GORSUCH
456 KENT STREET
SYDNEY NSW 2000

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

MARCIA CLAIRE DOHENY
POWER OF ATTORNEY

BOOK 4572 NO. 994

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: INMARK DWS PTY LIMITED

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

SEIL KIM
COMPANY SECRETARY

Signature of authorised person:

Name of authorised person:

Office held:

TAE JIN JI
DIRECTOR

- (H) The mortgagee under mortgage No. agrees to be bound by this restriction.
I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

C1 PLOD

104213

Lessee, Mortgagee or Chargee of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AD808922	Suncorp-Metway Limited
Mortgage	AD913669	✓Daewoo Securities Co Ltd, Kumho Investment Bank, ✓Daewoo Capital Co Ltd, ✓Woori Financial Co Ltd & ✓Hana Capital Co Ltd
Mortgage	AD913670	✓Daewoo Securites Co Ltd
Mortgage	AE708188	✓Endeavor Inc
Mortgage	AF785021	✓National Agricultural Cooperative Federation

Execution by Suncorp-Metway Limited

The mortgagee, Suncorp-Metway Limited, under mortgage No. AD808922 agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness

Signature of authorised person

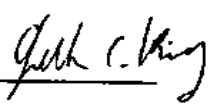
Name of Witness

Position of authorised person

Address of Witness

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
JOSEPH CHRISTOPHER KING
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME



JOSEPH CHRISTOPHER KING



WITNESS

Katrina Spence
Level 2, 56 Pitt St
SYDNEY NSW 2000

Execution by Kumho Investment Bank

The mortgagee, Kumho Investment Bank, under mortgage No. AD913669
agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to
whose identity I am otherwise satisfied, signed this application in my presence.

光州廣域市京區錦南路5街127

錦湖綜合金融株式會社

代表理事 金 璟 大



Signature of witness

Lee Hyung Seok

Name of Witness

9F OPUS11 B/D
198 EULSIRO - 264 JUNG-GU
SEOUL KOREA

Address of Witness

Signature of authorised person


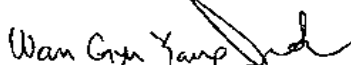
MANAGING DIRECTOR

Position of authorised person

Execution by Daewoo Securities Co Ltd

The mortgagee, Daewoo Securities Co Ltd, under mortgage No. AD913669
agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to
whose identity I am otherwise satisfied, signed this application in my presence.

 _____ Signature of witness	 _____ Signature of authorised person
KIM JA WON _____ Name of Witness	DIVISIONAL DIRECTOR _____ Position of authorised person
34-3 YOUNG DONG - DONG YOUNG DONG PO GU SEOUL KOREA _____ Address of Witness	34-3, Youil-Dong, Youngtong-Gu, Seoul, Korea _____ Daewoo Securities Co.,Ltd. President & C.E.O Kee Young Im

Execution by Daewoo Capital Co Ltd

The mortgagee, Daewoo Capital Co Ltd, under mortgage No. AD913669 agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Lee
Signature of witness

Lee Yun Seok
Name of Witness
12F Cheongnam B/D B2A3
Seochu - Dong Seochungu
Seoul Korea
Address of Witness

대한주택보증주식회사 282-3
아파트관리사무소
대표이사 이 윤 중
Signature of authorised person




Yang, hee Seon
Position of authorised person
DIVISIONAL DIRECTOR

Execution by Woori Financial Co Ltd

The mortgagee, Woori Financial Co Ltd, under mortgage No. AD913669 agrees to be bound by this restriction.


I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.



Signature of witness
Hom. Gi Dong

Name of Witness
14F DAERYUNG SEOLHO TOWER
1337 - 20 SEOLHO-2DONG
SEOLHO - GU SEOUL KOREA

Address of Witness



Signature of authorised person
Back Seung Halc

Position of authorised person
경기도 수원시 팔달구 인계동 1122-12
우리파이낸셜주식회사
대표이사 이 병 재
DIVISIONAL DIRECTOR



Execution by Hana Capital Co Ltd

The mortgagee, Hana Capital Co Ltd, under mortgage No. AD913669 agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.



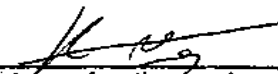
Signature of witness

Ko Byoung Yong

Name of Witness

1328-3, Seocho-Dong, Seocho-Gu, Seoul

Address of Witness



Signature of authorised person

서울시 서초구 서초동 1328-3 나다빌딩 7층

Address of authorised person

하나캐피탈(주)
代表理事 金 宗 俊
KOREA DIVISIONAL DIRECTOR



Execution by Endeavor Inc

The mortgagee, Endeavor Inc, under mortgage No. AE708188 agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

강원도 춘천시 중앙로2가 96,101번지 우리은행춘천지점4층

엔 데 버 주 식 회 사

대표이사 정 현


Signature of witness

Lee ae ri

Name of Witness

4th floor, Woori-Bank Bldg. 96 Jungangno 2-ga, Chuncheon-City,

Address of Witness


Signature of authorised person

C.E.O.

Position of authorised person

Gangwon-Do, 200-042, Republic of Korea.

Execution by National Agricultural Cooperative Federation


The mortgagee, National Agricultural Cooperative Federation, under mortgage
No. AF785021 agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to
whose identity I am otherwise satisfied, signed this application in my presence.



Signature of witness

Kim Hyeong Bong
Name of Witness
2F NH-IB Center B/D
75-1 Chungjeong-ro 1ga
Jung-gu Seoul Korea
Address of Witness

서울특별시 중구 충정로1가 75번지
농업협동조합중앙회
신용대포이사 김태영 

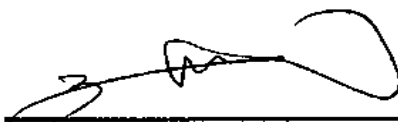
Signature of authorised person

OH CHANG JUN
Position of authorised person
DIRECTOR OF CREDIT

Execution by Daewoo Securities Co Ltd

The mortgagee, Daewoo Securities Co Ltd, under mortgage No. AD913670
agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to
whose identity I am otherwise satisfied, signed this application in my presence.



Signature of witness

KIM JA WON

Name of Witness

34-3 YOUNG-ONG YOUNG-ONG RD-GH

SEOUL KOREA

Address of Witness



Signature of authorised person

DIVISIONAL
DIRECTOR

34-3 YOUNG-ONG YOUNG-ONG RD-GH

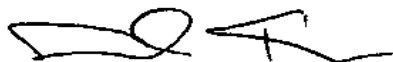
Position of authorised person
Daewoo Securities Co.,Ltd.

President & C.E.O Kee Young Im

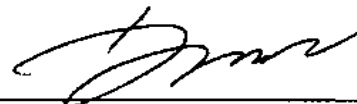
**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND
BY A PRESCRIBED AUTHORITY ON LOT 1 DP 1135510 BETWEEN
INMARK DWS PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY
DATED 20 January 2011**

The Registered Proprietor covenants with The Council of the City of Sydney
("Council") that:

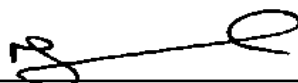
1. (a) The accommodation portions of the building at 710-722 George Street, Haymarket (levels 3 – 34) which are constructed pursuant to the Consent must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Central Sydney Local Environmental Plan 1996.
- (b) All approved residential units in the building must be either owner occupied or occupied by a tenant with a residential lease under the Residential Tenancy Act, 1987. A certificate signed by the owner or the body corporate (if the development is strata subdivided) or a solicitor (holding a current certificate to practice), must be forwarded to Council within 12 months of the completion of the development, and every 12 months thereafter, certifying that all units approved in the residential building are either owner occupied or are subject to residential leases under the Residential Tenancy Act 1987.
2. (a) The car parking spaces or areas, exclusive of service and visitor car spaces, within or forming part of the building the subject of the Consent will be used only by a registered proprietor for the time being, tenant of such registered proprietor, resident or occupant of the said building;



Secretary
Name (printed): SEIL KIM



Director
Name (printed): TAE JIN JI



Witness:
Name (printed): NIKKI GORSUCH



Marcia Claire Doherty

- (b) The registered proprietor for the time being, tenant of such registered proprietor, resident or occupant, must not grant or permit to be granted or enter into any agreement to grant any form of lease, licence or sub-lease of any car parking space or area, or otherwise part with possession of a car parking space or area to any person other than:
- (i) a registered proprietor for the time being;
 - (ii) a tenant of the registered proprietor; or
 - (iii) an occupier or resident of part of the building.
3. The internal coloured blinds that form part of the development approved by the Consent must not be changed or removed provided that if the blinds originally fitted deteriorate or are damaged, they may be replaced with the same coloured material as originally used.

In this instrument:

"Consent" means the consent granted to development application D2003/1419/G in accordance with the Environmental Planning and Assessment Act 1979;

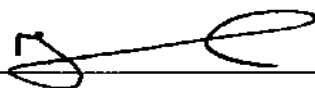
"Residential Accommodation" means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.



Secretary
Name (printed): SEIL KIM



Director
Name (printed): THE TIN T.



Witness:
Name (printed): NIKKI GOESUCH



Marcia Claire Doherty

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **1803/710-722 George St, Sydney**, from **Ruifeng Mu** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Ruifeng Mu** and am not employed in the legal practice of a solicitor acting for **Ruifeng Mu** nor am I a member or employee of a firm of which a solicitor acting for **Ruifeng Mu** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

- (E1) LASEPENT FOR RAILWAY TRANSIT 9.15 WIDE [VDE TRANSFER NO. L319770]
- (E2) LASEPENT FOR DRAINAGE WORKS & OTHER WORKS (VDE G6V; GAZZETTE 09/06/1972 FOLIO 204,2)
- (E3) LASEPENT FOR MOST, VIBRATION & ELECTROLYTIC - ADHESIVE (INFORME OF LOTI)
- (E4) EASEPENT FOR STORAGE/DRAINAGE PURPOSES (VARIABLE WIDTH AND LIMITED IN HEIGHT AND DEPTH)

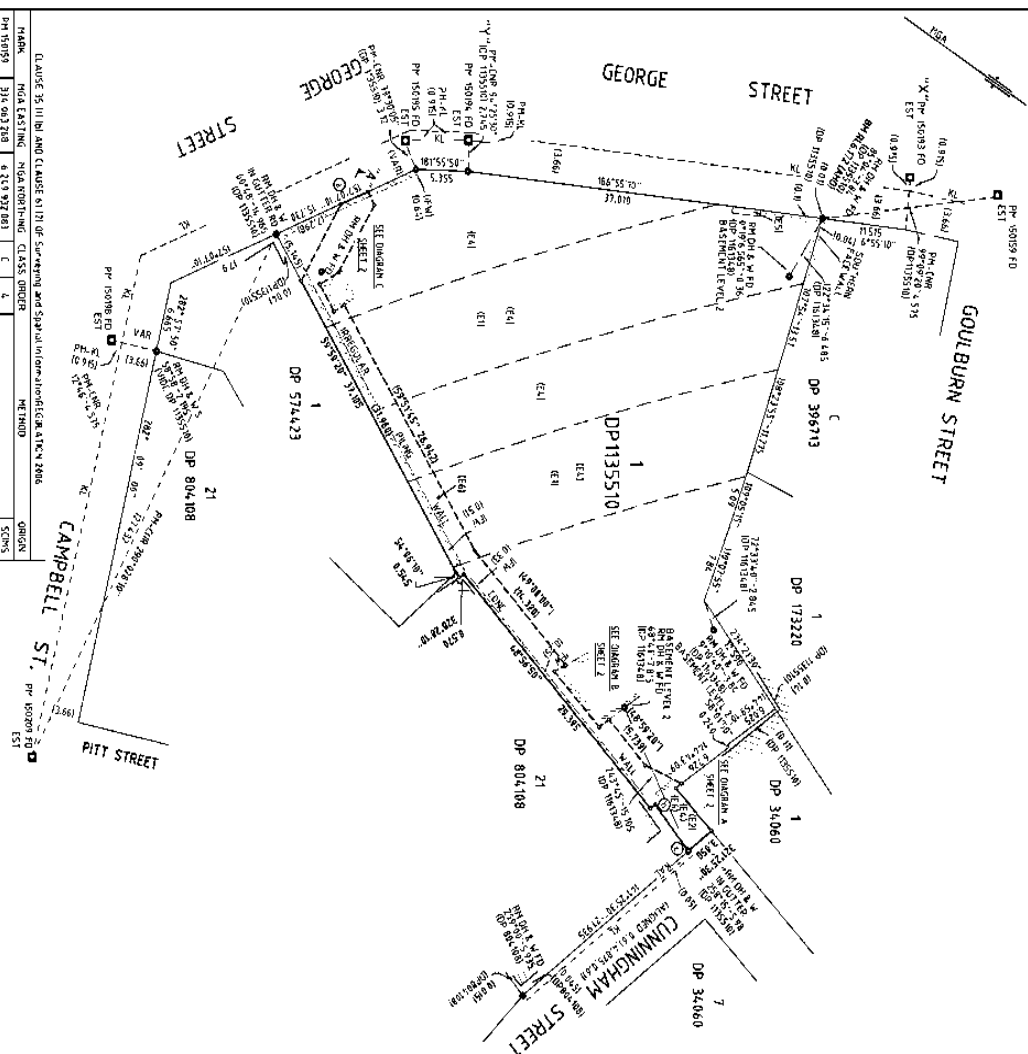
"E" SCHEDULE OF EASEMENT LIMITS

- ② UNLIMITED IN DEPTH AND HEIGHT AS PER SECTION - A - (SEE SHEET 2)

IPW INSIDE FACE OF WALL
IL DENOTES INVERT LEVEL
SL DENOTES SLAB LEVEL
SW DENOTES SLOPWAYS

PRP	NO	STANDARDIZATION	MS-GD
SP 56/559	EP 52/593	11.486	MS-GD
	EP 52/593	11.550	MS-GD
	EP 52/593	11.550	MS-GD
EP 56/043	EP 52/594	18.464, 28.7	MS-GD
	EP 52/594	18.464, 28.7	MS-GD
EP 56/076	EP 52/595	18.945, 24.8	MS-GD
	EP 52/595	18.945, 24.8	MS-GD
EP 56/085	EP 52/598	14.915, 29.7	MS-GD
	EP 52/598	14.915, 29.7	MS-GD
EP 56/086	EP 52/600	14.915, 29.7	MS-GD
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EP 56/089	EP 52/601	14.915, 29.7	MS-GD
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EP 56/090	EP 52/602	14.915, 29.7	MS-GD
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EP 56/091	EP 52/603	14.915, 29.7	MS-GD
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EP 56/092	EP 52/604	14.915, 29.7	MS-GD
	EP 52/604	14.915, 29.7	MS-GD
EP 56/093	EP 52/605	14.915, 29.7	MS-GD
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EP 56/094	EP 52/606	14.915, 29.7	MS-GD
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EP 56/095	EP 52/607	14.915, 29.7	MS-GD
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EP 56/096	EP 52/608	14.915, 29.7	MS-GD
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EP 56/097	EP 52/609	14.915, 29.7	MS-GD
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EP 56/107	EP 52/619	14.915, 29.7	MS-GD
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EP 56/202	EP 52/714	14.915, 29.7	MS-GD
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EP 56/203	EP 52/715	14.915, 29.7	MS-GD
	EP 52/715	14.915, 29.7	MS-GD
EP 56/204	EP 52/716	14.915, 29.7	MS-GD
	EP 52/716	14.915, 29.7	MS-GD
EP 56/205	EP 52/717	14.915, 29.7	MS-GD
	EP 52/717	14.915, 29.7	MS-GD

ALL LEVELS SHOWN ARE SEARCHED 16 DEC 2010
ORIGIN PW50159 BL 8.358 CLASS LC ORDER L3 AND PW 53245 BL 16200CLASS LB CHOICE LA



CLASS 35 (11) BUILDING										CLASS 35 (17) OFFICE AND Special Information Technology 2836											
MARK		NQA ROYALTY		NQA ROYALTY		CLASS OFFER		PERIOD		ORDIN		NQA ROYALTY		NQA ROYALTY		CLASS OFFER		PERIOD		ORDIN	
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
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PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
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PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
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PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
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PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
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PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161051	314, 049, 210	6, 279	837, 581	£	£	£	£	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PA 161																					

Surveyor : ANTHONY GUY
Date of Survey : 18 Jan 20
Surveyor's Ref : 22120022

PLAN OF EASEMENT FOR STORMWATER
DRAINAGE PURPOSES OVER
LOT 1 IN DP1135510

LG: SYDNEY
Locality : HAYMARKET
Subdivision No.: _____
Lengths are in metres. Reduction Ratio : 100

Registered
2.5.2011

DP1163606

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

SUBV NUMS REFERENCE 22725P01

ISSUED: 29 Mar. 2011

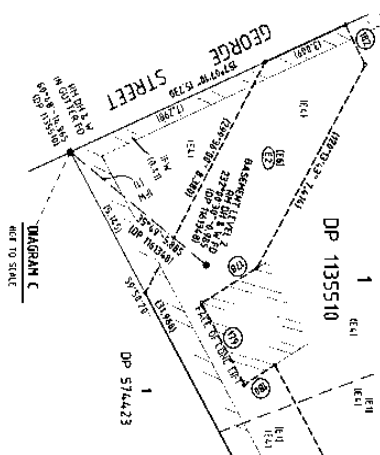
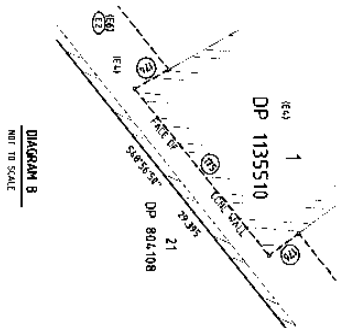
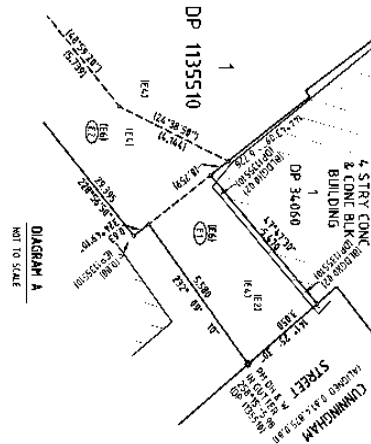
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 SHEETS

"E" SCHEDULE OF EASEMENT LIMITS
 (E) USE PLOTTED IN DEPTH AND HEIGHT
 (E) LIMITED IN DEPTH TO RL3.05 AND LIMITED IN HEIGHT AS PER SECTION "A" (SEE SHEET 2)

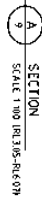
1. EASEMENT FOR RAILWAY TRANSIT 9145 MOD IYCE TRANSFER No. L299780
 1.2. EASEMENT FOR DRAINAGE WORKS & OTHER WORKS OVER GAZETTED ROAD (250)
 1.3. EASEMENT - FOR NOISE, VIBRATION & ELECTROMAGNETIC INTERFERENCE (NVEI)
 1.4. EASEMENT FOR STORMWATER DRAINAGE PURPOSES VARIABLE WIDTH AND LIMITATION HEIGHT AND DEPTH



SCHEDULE OF SHORT LINES

Line	Bearing	Distance
124	175° 42' 20"	11.324
125	168° 56' 11"	11.011
126	135° 35' 04"	11.347
127	145° 39' 08"	12.203
128	168° 13' 37"	12.772
129	132° 16' 33"	11.323
130	161° 38' 37"	11.338

GEORGE STREET



DP 1135510

CUNNINGHAM STREET

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: ARTHUR BAY MURPHY
 Date of Survey: 19 Jan 2011
 Surveyor's Ref: 2272902

PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP1135510

CA: SYDNEY
 Locality: HAYMARKET
 Subdivision No: 1:300
 Rights are in meters. Refer to the 1:300

Registered
 25.2011

DP1163606

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Scale: as shown

ISSUED: 29 Nov 2011

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 10 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

DP1163606

Registered:  2.5.2011
Title System: TORRENS
Purpose: EASEMENTS

SEE ADDITIONAL SHEETS FOR SIGNATURES

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT FOR STORMWATER DRAINAGE PURPOSES
VARIABLE WIDTH AND LIMITED IN HEIGHT AND
DEPTH (E6)

PLAN OF

EASEMENT FOR STORMWATER
DRAINAGE PURPOSES OVER
LOT 1 IN DP1135510

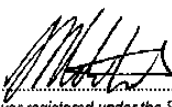
LGA: SYDNEY
Suburb/Locality: HAYMARKET
Parish: ST LAWRENCE
County: CUMBERLAND

Surveying Regulation, 2006

I, ANTHONY GUY MITCHELL
of STRATASURV PO BOX 305 FIVE DOCK NSW 2046
a surveyor registered under the *Surveying Act, 2002*, certify that the survey
represented in this plan is accurate, has been made in accordance with the
Surveying Regulation, 2006 and was completed
on: 18-01-2011

The survey relates to EASEMENT

(specify the land actually surveyed or specify any land shown in the plan that
is not the subject of the survey)

Signature:  Dated: 18/1/11
Surveyor registered under the *Surveying Act, 2002*

Datum Line:
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP1135510
DP804108

(if insufficient space use Plan Form SA annexure sheet)

SURVEYOR'S REFERENCE: 2272DP02

(continued on next sheet)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown
herein have been given

Signature:
Date:
File Number:
Office:

Subdivision Certificate


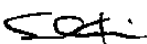
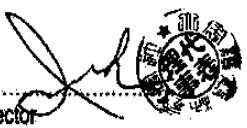

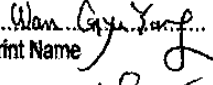

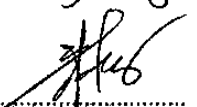


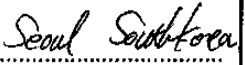


I certify that the provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to:

the proposed set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
Date of Endorsement:
Accreditation no:
Subdivision Certificate no:
File no:

* Delete whichever is inapplicable.

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 10 sheet(s)	
PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP1135510		DP1163606	
		Registered:  2.5.2011	
Subdivision Certificate No: _____		Date of Endorsement: _____	
SIGNED by INMARK DWS PTY LIMITED (ACN: 121 122 183) in accordance with section 127 of the Corporations Act 2001 and in the presence of:			
 Director/Secretary		 Director	
 Print Name	Address	 Print Name	Address
 Witness	LEVEL 4, SUITE 3 724-728 GEORGE ST SYDNEY NSW	 Witness	
 Print Name	Address	 Print Name	 Address
 Date		 Date	
SURVEYOR'S REFERENCE: 2272 0P02			

*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 10 sheet(s)

PLAN OF EASEMENT FOR
STORMWATER DRAINAGE
PURPOSES OVER LOT 1 IN
DP1135510

DP1163606

Registered:  2.5.2011

*OFFICE USE ONLY

Subdivision Certificate No: _____

Date of Endorsement: _____

EXECUTION BY SUNCORP METWAY PTY LIMITED:

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

WITNESS

Rukhee Vasudev
L2 56 Pitt St Sydney

SURVEYOR'S REFERENCE: 2272 DP02

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 10 sheet(s)
<p>PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP 1135510</p>	<div style="text-align: center; font-size: 24px; font-weight: bold;">DP1163606</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> Registered: 2.5.2011 </div>	
<div style="display: flex; justify-content: space-between;"> Subdivision Certificate No: _____ Date of Endorsement: _____ </div>		
<p>EXECUTION BY DAEWOO SECURITIES CO LTD:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>_____ Signature of Witness</p> </div> <div style="text-align: center;"> <p>_____ Signature of authorized person</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p><i>Dongjoon Lee</i></p> <p>_____ Name of Witness</p> </div> <div style="text-align: center;"> <p><i>S.M</i></p> <p>_____ Position of authorised person</p> </div> </div> <div style="margin-top: 20px;"> <p><i>Seoul South Korea (4F Daewoo Securities Bldg 3F Yeoncho-dong, Yeongdeungpo-gu)</i></p> <p>_____ Address of Witness</p> </div>		
<p>SURVEYOR'S REFERENCE: 22720802</p>		

*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 10 sheet(s)

PLAN OF EASEMENT FOR
STORMWATER DRAINAGE
PURPOSES OVER LOT 1 IN
DP 1135510

DP1163606


Registered:  2.5.2011


*OFFICE USE ONLY

Subdivision Certificate No: _____

Date of Endorsement: _____

EXECUTION KUMHO INVESTMENT BANK:


Signature of Witness


Signature of authorized
person

光州廣域市東區錦南路5街127
錦湖綜合金融株式會社
代表理事 金 琮 大



Lee Hyung Suk
Name of Witness

General Manager
Position of authorised person

8th Fl., OPUS II Building,
#198, Eulji-ro 2-Ga, Jung-Gu,
Seoul, Korea




Address of Witness

SURVEYOR'S REFERENCE: 2272DP02

PLAN FORM 6a (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection



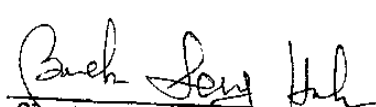

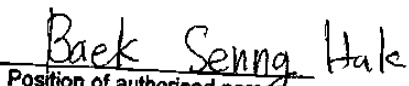

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 10 sheet(s)
<p>PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP 1135510</p>	<p style="font-size: 2em; text-align: center;">DP1163606</p> <p>Registered:  2.5.2011</p>	
<p>Subdivision Certificate No: _____ Date of Endorsement: _____</p>		
<p>EXECUTION BY DAEWOO CAPITAL CO LTD:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p> Signature of Witness</p> </div> <div style="width: 45%;"> <p><u>Lee Yum Seok</u> Signature of authorized person</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><u>Choi Dong seob</u> Name of Witness</p> <p>1329-3 Cheongnam Building Socho-dong, Socho-gu, Seoul Republic of Korea Address of Witness</p> </div> <div style="width: 45%;"> <p><u>Team manager</u> Position of authorised person</p> </div> </div>		
<p>대전광역시 대우증권 12-3 아주캐피탈주식회사 대표이사 이윤종</p> 		
<p>SURVEYOR'S REFERENCE: 2272DP02</p>		

*OFFICE USE ONLY

WARNING: Creasing or folding will lead to rejection


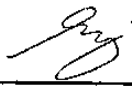


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 10 sheet(s)
<p>PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP 1135510</p>	<p style="font-size: 2em; text-align: center;">DP1163606</p> <p>Registered:  2.5.2011</p>	
<p>Subdivision Certificate No: _____ Date of Endorsement: _____</p>		
<p>EXECUTION BY WOORI FINANCIAL CO LTD:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  _____ Signature of Witness </div> <div style="text-align: center;">  _____ Signature of authorized person </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  _____ Name of Witness </div> <div style="text-align: center;">  _____ Position of authorised person General Manager </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> <p>14F Daeryung Secho Tower 1337-20 Seocho-2dong Seocho-gu, Seoul, Korea Address of Witness</p> </div> <div style="width: 40%; text-align: center;"> <p>경기도 수원시 팔달구 인계동 1122-12 우리파이낸셜주식회사 대표이사 이 병 재</p>  </div> </div>		
<p>SURVEYOR'S REFERENCE: 2272 DP02</p>		



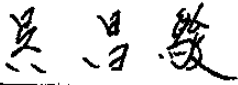


*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 8 of 10 sheet(s)
<p>PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP 1135510</p>	<div style="text-align: center; font-size: 24px; font-weight: bold;">DP1163606</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> Registered: 2.5.2011 </div>	
<div style="display: flex; justify-content: space-between;"> Subdivision Certificate No: _____ Date of Endorsement: _____ </div>		
<p>EXECUTION BY HANA CAPITAL CO LTD:</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p>Signature of Witness</p> <p><u>Byoung yong Ko</u> Name of Witness</p> <p><u>Nara B/D(7th floor), 1328-3, Seocho-Dong, Seocho-Gu, Seoul, 137-858, Korea</u> Address of Witness</p> </div> <div style="width: 45%;"> <p style="text-align: center;">서울시 서초구 서초동 1328-3 나라빌딩7층 하나캐피탈(주) 代表理事 金宗俊</p> <p>Signature of authorized person</p> <p><u>TAE JEONG KIM</u> Position of authorised person</p> <p><u>General Manager</u></p> </div> </div>		
<p>SURVEYOR'S REFERENCE: 2272 DP02</p>		

*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 9 of 10 sheet(s)
<p>PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP 1135510</p>	<p style="font-size: 2em; text-align: center;">DP1163606</p> <p>Registered:  2.5.2011</p>	
<p>Subdivision Certificate No: _____ Date of Endorsement: _____</p>		
<p>EXECUTION BY ENDEAVOR INC:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p> _____ Signature of Witness</p> <p><u>Park, Eun-Ji</u> _____ Name of Witness</p> <p>4th Floor, Woori-Bank Bldg., 9b Jungangno 2-ga, Chuncheon-City, Gangwon-Do, 200-042, <u>Republic of Korea</u> _____ Address of Witness</p> </div> <div style="width: 45%;"> <p>경원도 춘천시 중앙로2가 96,101번지 우악은행춘천지점4층 엔 데 버 주 식 회 사 대표이사 정  _____ Signature of authorized person</p> <p><u>C. E. O</u> _____ Position of authorised person</p> </div> <div style="width: 10%; text-align: center;">  </div> </div>		
<p>SURVEYOR'S REFERENCE: 2272 DP02</p>		

*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 10 of 10 sheet(s)
<p>PLAN OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES OVER LOT 1 IN DP 1135510</p>	<p style="text-align: center; font-size: 24px; font-weight: bold;">DP1163606</p> <p>Registered:  2.5.2011</p>	
<p>Subdivision Certificate No: _____ Date of Endorsement: _____</p>		
<p>EXECUTION BY NATIONAL AGRICULTURAL COOPERATIVE FEDERATION:</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p style="text-align: center;"></p> <p>Signature of Witness</p> <p style="margin-top: 20px;">Kim Hyeon Bong</p> <p>Name of Witness</p> </div> <div style="width: 30%;"> <p style="text-align: center;"></p> <p>Signature of authorized person</p> <p style="margin-top: 20px;">DH CHANG JUN</p> <p>Position of authorised person General Manager</p> </div> <div style="width: 30%; text-align: right;"> <p style="font-size: 10px;">서울특별시 중구 중랑로1가 75번지 농업협동조합중앙회 산용대표이사 김 태 영</p>  </div> </div> <div style="margin-top: 20px;"> <p></p> <p>Address of Witness</p> </div>		
<p>SURVEYOR'S REFERENCE: 2272DP02</p>		

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