

Form 122

Section 54F

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



DL00729678D

Y OF AUSTRALIA



Dealing Number: **729678** Lodged 29/08/2010 at 15:18:33
Dealing Type: DSU By CASH
Volume 727 Folio 200 etc. Fee \$ 20.00 Receipt 350126

**UNIT TITLE SCHEMES
DISCLOSURE STATEMENT**

The owner applies to the Registrar-General for the registration of the attached Unit Title Schemes Disclosure Statement under section 54F of the *Land Title Act*. (NOTES 1 - 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	727	200	Town of Darwin	1419	DIA000344	-
CUFT	353	006	Town of Darwin	1420	DIA000344	-

(NOTE 5)

SELLER

Name: Lock Street Pty Ltd (ACN 121 899 518) as trustee for the Gardiner Street No. 2 Trust
Address: PO Box 192
(postal) Chirn Park QLD 4215

(NOTE 6)

TITLE OF
DISCLOSURE
STATEMENT

Zest Darwin Disclosure Statement

(NOTE 7)

EXECUTED by the Seller
Lock Street Pty Ltd (ACN 121 899 518) in accordance
with Section 127 of the *Corporations Act 2001*:

on (Date) 24 JUNE 2010

Sole Director - Michael Anthony

Director/Secretary

.....
Signed by or for the seller

on (Date)

In the presence of:

.....
Qualified Witness

(NOTE 8)

Registered on 30/06/2010 At 09:10



SCHEDULE OF NOTES

1. This form must be used for the lodgement of a unit title schemes disclosure statement under section 54F of the *Land Title Act*. Attach to this form the disclosure statement containing the information mentioned in section 45(2) of the *Unit Title Schemes Act*. The disclosure statement must be accompanied by each document prescribed by regulation as mentioned in section 45(3)(b) of the *Unit Title Schemes Act*.
2. This form must be lodged as an original only, must be typed or completed in ink or biro.
3. All signatures must be in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by or for the seller.
4. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
5. Volume and Folio references must be given together with complete parcel description. If the certificate as to title has been issued it must be produced.
6. Include full name including address for the service of notices. The address can be a postal address. Occupations are not required.
7. Insert the title of the disclosure statement (if applicable).
8. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Profession Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

A witness to an instrument executed by an individual must first:

- take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
- have the individual execute the document in the presence of the witness;
- not be a party to the instrument; and
- if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

G	C	No:
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IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	727	200	Town of Darwin	1419	DIA00034 4	

(NOTE 1 - 2)

**INSTRUMENT BEING
CONSENTED TO
(Item 1)**

Instrument Type: Unit Title Schemes Disclosure Statement
Dated:
Names of Parties: Lock Street Pty Ltd (ACN 121 899 518) as trustee for the *Adelinger Street No. 2 Trust*

(NOTE 3)

**INSTRUMENT
UNDER WHICH
CONSENT REQUIRED
(Item 2)**

Dealing Type:
Dealing No:
Name of consenting party: Bright Gully Pty. Ltd. (ACN 053 440 592) and Michael William Ayres

(NOTE 4)

**EXECUTION BY
CONSENTING PARTY**

The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.

(NOTE 5)

Signed by the Consenting Party Michael William Ayres on: *14/5/10*

(Date)

In the presence of:

Qualified Witness: *William Robert MORRIS*
Police Officer (5733)

EXECUTED by the Consenting Party
Bright Gully Pty. Ltd. (ACN 053 440 592) in
accordance with Section 127 of the Corporations Act
2001: *31/5/10*

on (Date)

Director *JOHN BARRY*
V.T. *(SOLE DIRECTOR)*

Director/Secretary

(NOTE 6)

*Maroochydore Police Stn
Cornmeal Rd, Maroochydore
ph. 07-54752444
0418788291.*

Registered on At

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

A witness to an instrument executed by an individual must first:

- take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
- have the individual execute the document in the presence of the witness;
- not be a party to the instrument; and
- if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

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PRIVACY STATEMENT – LAND REGISTER FORMS

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Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

G **C** No:

IMPORTANT NOTICE
Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	353	006	Town of Darwin	1420	DIA000344	

(NOTE 1 - 2)

INSTRUMENT BEING
CONSENTED TO
(Item 1)

Instrument Type: Unit Title Schemes Disclosure Statement
Dated:
Names of Parties: Lock Street Pty Ltd (ACN 121 899 518) as trustee for the Gardiner Street No. 2 Trust

(NOTE 3)

INSTRUMENT
UNDER WHICH
CONSENT REQUIRED
(Item 2)

Dealing Type:
Dealing No:
Name of consenting party: Scan Services (NT) Pty. Ltd. (A.C.N. 058 350 100)

(NOTE 4)

EXECUTION BY
CONSENTING PARTY

The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.

(NOTE 5)

.....
Signed by the Consenting Party
(Date)
In the presence of:
.....
Qualified Witness:
.....
.....

EXECUTED by the Consenting Party
Scan Services (NT) Pty. Ltd. (A.C.N. 058 350 100) in
accordance with Section 127 of the *Corporations Act*
2001:
on (Date) 23rd June 2010
Steven Huntingford
Director
Colin Browne
Director/Secretary

(NOTE 6)

Registered on At

SCHEDULE OF NOTES

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2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

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Disclosure Statement

ZEST DARWIN

Tsoukalis Lawyers
T100,
130 The Esplanade
Darwin NT 0800

Telephone: 08 8942 2611
Facsimile: 08 8941 8511

www.tsoukalislawyers.com.au

1. INTRODUCTION:

1.1 General

- A. The Vendor is or will become the registered proprietor of the Land.
- B. The Vendor proposes to enter into Agreements for Sale with Purchasers, for the sale to Purchasers of a Unit.
- C. Pursuant to the *Unit Title Schemes Act*, the Vendor is required to give to a Purchaser, before entering into an Agreement for Sale for a Unit, a Disclosure Statement containing information required by the *Unit Title Schemes Act*.
- D. This Disclosure Statement sets out information as required by the *Unit Title Schemes Act* for Purchasers of Units in the Scheme.
- E. This Disclosure Statement is referred to in the Agreement for Sale and should be read in conjunction with the Agreement for Sale.
- F. This Disclosure Statement may be amended and a replacement disclosure statement may be issued in accordance with the Agreement for Sale and the *Unit Title Schemes Act*.

1.2 Contents

This Disclosure Statement contains the following parts:

- (a) Sections 1 to 9 inclusive setting out information in narrative form.
- (b) Schedule 1 – describes the land being subdivided in accordance with the provisions of the *Planning Act* and the *Unit Title Schemes Act*.
- (c) Schedule 2 – describes the Vendor (Developer) of the Land.
- (d) Schedule 3 – discloses the information required under section 45 (2) of the *Unit Title Schemes Act* and Regulation 5 of the *Unit Title Schemes (General Provisions and Transitional Matters) Regulations* a developer selling units off the plan is required to disclose.
- (e) Schedule 4 – Plans.
- (f) Schedule 5 – First Scheme Statement.
- (g) Schedule 6 – Body Corporate Agreements and Other Documents.
- (h) Schedule 7 – Indicative Body Corporate Budgets.

2. INTERPRETATION AND DEFINITIONS

2.1 In this Disclosure Statement, the following words have these meanings unless and except to the extent that the context otherwise indicates or requires:

Body Corporate means a corporation established under the *Unit Title Schemes Act* on registration of a Scheme Plan.

Body Corporate Asset means a body corporate asset as defined in the *Unit Title Schemes Act*.

Vendor is the person or persons described in Schedule 2 of this Disclosure Statement.

Development means the development described in section 3 of this Disclosure Statement.

Disclosure Statement means this document issued by the Vendor.

Land means the land described in Schedule 1 of this Disclosure Statement (which is also referred to as the Parcel in the Agreement for Sale).

Plans means the plans and/or diagrams appearing in Schedule 4 of this Disclosure Statement.

Purchaser means any purchaser of a Unit.

Agreement for Sale means the agreement for sale entered into by the Buyer of a Unit.

Scheme means the Scheme for the Zest Darwin development referred to in Section 3.

Scheme Plan means a plan of subdivision and scheme statement creating units and common property that upon registration enables the issue of separate titles to units and common property.

Zest Darwin Unit Title Scheme means the proposed unit title scheme referred to in section 3.1

Unit means a unit (residential and commercial) available for separate disposition within the Zest Darwin Unit Title Scheme.

2.2 a reference to one gender includes all other genders.

2.3 a reference to a person includes a body corporate.

2.4 headings are included for reference only and shall not affect the interpretation of this Disclosure Statement.

2.5 words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter genders and vice versa.

2.6 a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

2.7 a reference to any document or instrument includes any variation or replacement of it;

2.8 a reference to clauses, annexures or schedules is a reference to the clauses, annexures or schedules of this Disclosure Statement;

3. THE DEVELOPMENT

3.1 The Zest Darwin Unit Title Scheme:

The Development is intended to comprise the construction of a building on the Land to be known as "Zest Darwin".

As at the date of registration of this Disclosure Statement, the Land comprises Lots 1419 and 1420 Town of Darwin which are to be amalgamated and then subsequently subdivided pursuant to the *Unit Title Schemes Act* and other applicable legislation, so as to effect the Development and the Scheme and to enable separate titles to the Units to issue .

Subject to any provisions to the contrary in this Disclosure Statement and in particular section 3.7 of this Disclosure Statement, the "Zest Darwin" development is intended to be a 10 level building (i.e. ground floor, podium level and levels 3 to 10, including a roof terrace) plus an underground basement (3 levels) and common property comprising:

- Commercial/Retail space/units at the ground level
- 102 residential apartments
- Underground basement
- Roof Terrace
- 10 level building (including the Roof Terrace) plus basements
- Parking at the basement, ground and podium levels

The common property is intended to generally comprise the car parking areas at the basement levels and the podium level, lift wells, reception, stair wells, walkways, foyers, common/public toilets, facilities/utilities rooms, reception, some structural and service duct elements within the building and some external surfaces.

A draft First Scheme Statement is included at Schedule 5 of this Disclosure Statement. The draft First Scheme Statement includes the proposed by-laws and identifies the proposed management module for Zest Darwin Unit Title Scheme.

The draft First Scheme Statement is included to indicate the general nature of the document proposed to be lodged at the Land Titles Office for registration. The final version of this document as lodged (including but not limited to the allocation of specific car parking spaces to specific units) may vary from the wording, content and format included here, provided that the document will not be altered so as to substantially prejudice the interests of Purchasers.

The Zest Darwin development is a mixed use development that will also include a commercial component in which various office use and/or retail activity will take place and the residential component.

The reference to commercial and retail uses in this Disclosure Statement is used as terms of convenience to give an indication of the general nature of activities that may take place, and are not intended to be restrictive in any way. For example the reference to office use activity does not mean that the use of the "commercial space" will be confirmed to any particular definition of commercial or office use. Similarly a reference to retail is not intended to be restrictive in any way. For example the reference to retail may include supply of food drinks (including alcoholic drinks) and

to the supply of other goods and services such that the activities that may take place are not confined to any particular definition of retail.

The Zest Darwin development may also contain (wholly or partially) self serviced accommodation and both long term and short term letting including holidays lets or stays.

3.2 Subdivision and Unit Title Schemes

The Zest Darwin Development is intended to involve the amalgamation of two separate lots (Lots 1419 Town of Darwin and Lots 1420 Town of Darwin) and the ultimate subdivision of these 2 lots into a Unit Title Scheme comprising 102 residential units, commercial/retail area/unit(s) and common property.

The commercial area is currently allocated as 2 lots and may (but are not currently intended to) be further subdivided.

The common property of the Zest Darwin development is intended to generally comprise the parking areas at the basement level, podium level, lift wells, stair wells, walkways, foyers, common/public toilets, facilities/utilities rooms, some structural and service duct elements within the building and some external surfaces.

Zest Darwin Development would involve the creation of separate individual titles to the residential units, the commercial area and a title to the common property.

3.3 Timetable for Completing the Development

The Development is intended to be completed before the 'Sunset Date' as defined in the Agreement for Sale.

3.4 Units in the Scheme

Title boundaries in respect of the Unit will generally be defined as follows:

(a) For internal areas:

- (i) Centreline of party walls.
- (ii) Centreline of walls to common areas.
- (iii) Centreline of walls to lift shafts, fire stairs, service areas and the like.
- (iv) Centreline of floor and ceiling slabs.
- (v) Centreline of external walls and glazing.

(b) For balconies, to end of slabs.

Purchasers should note that there may be structural components within the Unit title boundary, including in some cases extending into the internal space beyond the internal surface of walls.

Indicative typical Unit layouts are included in Schedule 4. Any areas indicated on the typical Unit layout are estimates only.

3.5 Plans

The Plans included at Schedule 4 of this Disclosure Statement outline the proposed Development in general terms.

3.6 Car Parks

It is intended that the car parks attached to individual Units (including the commercial units) will be allocated by way of exclusive use rights under the *Unit Title Schemes Act*.

The current proposed allocation of car parks to individual Units is shown on the Schedule of Exclusive Use Areas in Schedule 4, however Purchasers should note that the allocation of specific car parks to specific Units may change to the extent that the Purchaser is not substantially prejudiced.

3.7 Further Development

Subject to the provisions of *Unit Title Schemes Act* and any other applicable law, the Vendor may expand the Development by adding and amalgamating Lot 1421 Town of Darwin or other additional land to the Development and the further subdivision thereof thereby creating further Units and increasing the number Units.

A copy of an indicative drawing of a further development is attached in Schedule 4 and called "Possible Future Extension" with the possible future extension hatched thereon.

Notwithstanding anything to the contrary in this Disclosure Statement or elsewhere contained, if the further development proceeds, then Purchasers should note that subject to the *Unit Title Schemes Act* and any other applicable law, the following (without limitation) may occur:

- (a) the size of the Development increases and/or changes;
- (b) the Scheme changes;
- (c) the number of Units increase;
- (d) changes to the common areas of the Development and Scheme;
- (e) unit entitlements (both interest and contribution entitlements) to be adjusted and changed;
- (f) Body Corporate levies to be adjusted and changed;
- (g) the Disclosure Statement to be amended and changed;
- (h) Scheme Statement to be amended and changed;
- (i) a subsequent Scheme Statement to be issued and registered;
- (j) the agreement to be entered into by the Body Corporate referred to in section 4 may be amended;

(k) the Vendor may make such amendments, additions, alterations and changes to the Development and the Scheme that it decides in the Vendor's absolute discretion.

4. **BODY CORPORATE AGREEMENTS AND OTHER DOCUMENTS**

Set out at Schedule 6 of this Disclosure Statement are drafts of certain agreements and other documents proposed to be entered into or established by the Body Corporate once titles are issued for the Units. These documents are included to indicate the general nature of the agreements proposed to be entered into. The final versions of these documents as signed may vary from the wording included here, provided that the documents will not be altered so as to substantially prejudice the interests of Purchasers.

The documents appearing in Schedule 6 are as follows:

- (a) Body Corporate Management Agreement
- (b) Caretaking Agreement
- (c) Letting Agreement

Buyers should note that the caretaker appointed by the Body Corporate may be a related entity (or related entities) of the Vendor.

It is currently proposed that the body corporate manager under the Body Corporate Management Agreement will be Sterling MS Pty Ltd trading as Sterling Management Services.

The above documents are not necessarily the only documents that may be entered into or issued by the Body Corporate. For example:

- Easements, covenants or other agreements may be required over parts of the Land by relevant authorities.
- Various service and maintenance agreements may be entered into, for example in relation to maintenance of common property, refuse collection and disposal, delivery of services and utilities and the like.
- Easements may be required in relation to services for the purposes of pipes, cables and the like.
- Covenants, easements or other agreements in favour of the Vendor or other parties may be in place in relation to the carrying out of works on common property and standards of maintenance of common property.

Current estimates of fees payable to the caretaker and body corporate manager are included in the indicative body corporate budget at Schedule 7 of this Disclosure Statement, referred to as 'Caretaker Contract' and 'Management Fees' respectively, as well as in the Caretaking Agreement and Body Corporate Management Agreement

The documents appearing in Schedule 6 are not necessarily the only documents that may be entered into or issued by the Body Corporate. For example various service and maintenance agreements may be entered into, for example in relation to refuse collection and disposal, delivery of services and utility and monitoring services for the installed security system.

5. INDICATIVE BODY CORPORATE BUDGET AND SCHEDULE OF UNIT ENTITLEMENTS

5.1 Indicative Budget

Attached at Schedule 7 is an outline of the anticipated budget for the Scheme Body Corporate for the first twelve months after issue of titles. This budget has indicative estimates of reasonably expected contributions and should not be taken to be the final assessment of the likely expenditure of the Body Corporate.

5.2 Indicative Schedule of Unit Entitlements

The indicative schedule of unit entitlements included in Schedule 7 gives an outline of the anticipated proportionate responsibility of individual units for Body Corporate expenditure; however the specified unit entitlements are indicative only and may change upon creation of the final Scheme Plan.

5.3 Shared Facilities

Common property within the Development may include a roof top recreation area, reception, guest services/store/media area, lap pool, BBQ area. The cost of such shared facilities form part the Body Corporate's expenditure.

6. INSURANCE ARRANGEMENTS

The insurance obligations of the Body Corporate and Unit owners within the Development are largely dictated by the *Unit Title Schemes Act*. Under the *Unit Title Schemes Act* the Body Corporate is responsible for building insurance in respect of all buildings within the Land, and for public liability insurance in respect of any common property for which the Body Corporate is responsible.

The following is a division of insurance responsibilities:

Body Corporate

- (a) Building insurance in respect of any parts of the buildings within the Development (including common property and individual Units).
- (b) Public liability insurance in respect of the Scheme Common Property.

Individual Unit Owners

- (a) Insurance in respect of any property within the Unit that does not form part of the building, including for example carpets, curtains, light fittings, built-in items, white goods etc.
- (b) Public liability insurance in respect of the Unit.

Specific details of the insurances held by the Body Corporate will be available once titles for the Units are issued.

7. CARETAKING AND LETTING SERVICES

As mentioned at section 4, the Body Corporate will enter into a Caretaking Agreement and a Letting Agreement with a caretaking and letting services provider(s). Drafts of the proposed Caretaking Agreement and Letting Agreement are set out in Schedule 6 of this Disclosure Statement.

Under the Caretaking Agreement the caretaking services provider(s) will carry out caretaking and general maintenance duties in respect of the Scheme Common Property. Under the Letting Agreement the letting agent will also be authorised to provide on site letting and sales agent services to owners of Units. If the services provider(s) elect to carry out letting services, Unit owners will be able to engage the letting agent to act as their agent for the letting of their Unit. Unit owners will not however be compelled to use the onsite letting agent as their agent. Unit owners will be free to engage any party they wish as agent for the letting of their Unit.

Buyers should note that the caretaker and the letting agent may be a related entity (or related entities) of the Vendor and may also be one and the same entity.

8. LIST OF BODY CORPORATE ASSETS

Proposed body corporate assets are not identified at this stage.

9. CHANGES TO THIS DISCLOSURE STATEMENT

A replacement Disclosure Statement may be issued in accordance with the Sale Contract and the *Unit Title Schemes Act*. Buyers should refer to the Sale Contract in relation to the issue of replacement disclosure statements.

DISCLOSURE STATEMENT

Schedule 1 – Land being subdivided

Street Address: No. 3 Gardiner Street Darwin, Northern Territory 0800 and
No. 5 Gardiner Street Darwin, Northern Territory 0800

Legal Description: Lot 1419 Town of Darwin
Certificate of Title
currently Volume: 727 Folio: 200
Plan: DIA000344

and

Lot 1420 Town of Darwin
Certificate of Title
currently Volume: 353 Folio: 006
Plan: DIA000344

DISCLOSURE STATEMENT

Schedule 2 – Name of the Vendor

Lock Street Pty Ltd (ACN 121 899 518) as trustee for the Gardiner Street No. 2 Trust

PO Box 192
Chirn Park
QLD 4215

DISCLOSURE STATEMENT

Schedule 3 – Information required by section 45(2) of the *Unit Titles Schemes Act* and Regulation 5 of the *Unit Titles Schemes (General Provisions and Transitional Matters) Regulations*

- A. Estimate of the amount of annual contributions reasonably expected to be payable to the body corporate for the Unit for the first twelve months after issue of titles to the Units are set out in the below Table A.

An indicative Body Corporate Budget is attached to Schedule 7 of this Disclosure Statement. This budget is an indicative estimate of reasonably expected contributions and should not be taken to be the final assessment of the likely expenditure of the Scheme.

The Unit Entitlement schedules included in Schedule 5 give an outline of the anticipated proportionate responsibility of individual units for Body Corporate expenditure however the specified unit entitlements are indicative only and may change upon creation of the final Scheme Plan.

Unit No.	Annual Contributions		
	Administration Fund	Sinking Fund	Total per year
Unit No. 101	\$4,252.94	Nil	\$4,252.94
Unit No. 102	\$1,815.28	Nil	\$1,815.28
Unit No. 301	\$4,097.35	Nil	\$4,097.35
Unit No. 302	\$3,786.16	Nil	\$3,786.16
Unit No. 303	\$3,786.16	Nil	\$3,786.16
Unit No. 304	\$3,630.56	Nil	\$3,630.56
Unit No. 305	\$3,630.56	Nil	\$3,630.56
Unit No. 306	\$4,097.35	Nil	\$4,097.35
Unit No. 307	\$3,578.69	Nil	\$3,578.69
Unit No. 308	\$2,800.72	Nil	\$2,800.72
Unit No. 309	\$2,800.72	Nil	\$2,800.72

Unit No. 310	\$2,800.72	Nil	\$2,800.72
Unit No. 311	\$2,800.72	Nil	\$2,800.72
Unit No. 312	\$2,800.72	Nil	\$2,800.72
Unit No. 313	\$2,800.72	Nil	\$2,800.72
Unit No. 314	\$3,526.83	Nil	\$3,526.83
Unit No. 401	\$3,474.96	Nil	\$3,474.96
Unit No. 402	\$3,474.96	Nil	\$3,474.96
Unit No. 403	\$3,474.96	Nil	\$3,474.96
Unit No. 404	\$3,474.96	Nil	\$3,474.96
Unit No. 405	\$3,474.96	Nil	\$3,474.96
Unit No. 406	\$3,474.96	Nil	\$3,474.96
Unit No. 407	\$3,474.96	Nil	\$3,474.96
Unit No. 408	\$2,800.72	Nil	\$2,800.72
Unit No. 409	\$2,800.72	Nil	\$2,800.72
Unit No. 410	\$2,800.72	Nil	\$2,800.72
Unit No. 411	\$2,800.72	Nil	\$2,800.72
Unit No. 412	\$2,800.72	Nil	\$2,800.72
Unit No. 413	\$2,800.72	Nil	\$2,800.72
Unit No. 414	\$3,578.69	Nil	\$3,578.69
Unit No. 501	\$3,578.69	Nil	\$3,578.69
Unit No. 502	\$3,578.69	Nil	\$3,578.69
Unit No. 503	\$3,578.69	Nil	\$3,578.69
Unit No. 504	\$3,578.69	Nil	\$3,578.69
Unit No. 505	\$3,578.69	Nil	\$3,578.69
Unit No. 506	\$3,578.69	Nil	\$3,578.69
Unit No. 507	\$3,578.69	Nil	\$3,578.69
Unit No. 508	\$2,852.58	Nil	\$2,852.58
Unit No. 509	\$2,852.58	Nil	\$2,852.58
Unit No. 510	\$2,852.58	Nil	\$2,852.58
Unit No. 511	\$2,852.58	Nil	\$2,852.58
Unit No. 512	\$2,852.58	Nil	\$2,852.58
Unit No. 513	\$2,852.58	Nil	\$2,852.58
Unit No. 514	\$3,630.56	Nil	\$3,630.56
Unit No. 601	\$3,682.43	Nil	\$3,682.43

Unit No. 602	\$3,682.43	Nil	\$3,682.43
Unit No. 603	\$3,682.43	Nil	\$3,682.43
Unit No. 604	\$3,682.43	Nil	\$3,682.43
Unit No. 605	\$3,682.43	Nil	\$3,682.43
Unit No. 606	\$3,682.43	Nil	\$3,682.43
Unit No. 607	\$3,682.43	Nil	\$3,682.43
Unit No. 608	\$2,956.31	Nil	\$2,956.31
Unit No. 609	\$2,956.31	Nil	\$2,956.31
Unit No. 610	\$2,956.31	Nil	\$2,956.31
Unit No. 611	\$2,956.31	Nil	\$2,956.31
Unit No. 612	\$2,956.31	Nil	\$2,956.31
Unit No. 613	\$2,956.31	Nil	\$2,956.31
Unit No. 614	\$3,682.43	Nil	\$3,682.43
Unit No. 701	\$3,786.16	Nil	\$3,786.16
Unit No. 702	\$3,786.16	Nil	\$3,786.16
Unit No. 703	\$3,786.16	Nil	\$3,786.16
Unit No. 704	\$3,786.16	Nil	\$3,786.16
Unit No. 705	\$3,786.16	Nil	\$3,786.16
Unit No. 706	\$3,786.16	Nil	\$3,786.16
Unit No. 707	\$3,786.16	Nil	\$3,786.16
Unit No. 708	\$3,060.04	Nil	\$3,060.04
Unit No. 709	\$3,060.04	Nil	\$3,060.04
Unit No. 710	\$3,060.04	Nil	\$3,060.04
Unit No. 711	\$3,060.04	Nil	\$3,060.04
Unit No. 712	\$3,060.04	Nil	\$3,060.04
Unit No. 713	\$3,060.04	Nil	\$3,060.04
Unit No. 714	\$3,786.16	Nil	\$3,786.16
Unit No. 801	\$3,889.89	Nil	\$3,889.89
Unit No. 802	\$3,889.89	Nil	\$3,889.89
Unit No. 803	\$3,889.89	Nil	\$3,889.89
Unit No. 804	\$3,889.89	Nil	\$3,889.89
Unit No. 805	\$3,889.89	Nil	\$3,889.89
Unit No. 806	\$3,889.89	Nil	\$3,889.89
Unit No. 807	\$3,889.89	Nil	\$3,889.89

Unit No. 808	\$3,163.77	Nil	\$3,163.77
Unit No. 809	\$3,163.77	Nil	\$3,163.77
Unit No. 810	\$3,163.77	Nil	\$3,163.77
Unit No. 811	\$3,163.77	Nil	\$3,163.77
Unit No. 812	\$3,163.77	Nil	\$3,163.77
Unit No. 813	\$3,163.77	Nil	\$3,163.77
Unit No. 814	\$3,889.89	Nil	\$3,889.89
Unit No. 901	\$3,993.62	Nil	\$3,993.62
Unit No. 902	\$3,993.62	Nil	\$3,993.62
Unit No. 903	\$3,993.62	Nil	\$3,993.62
Unit No. 904	\$3,993.62	Nil	\$3,993.62
Unit No. 905	\$4,045.48	Nil	\$4,045.48
Unit No. 906	\$4,045.48	Nil	\$4,045.48
Unit No. 907	\$4,045.48	Nil	\$4,045.48
Unit No. 908	\$3,267.50	Nil	\$3,267.50
Unit No. 909	\$3,267.50	Nil	\$3,267.50
Unit No. 910	\$3,267.50	Nil	\$3,267.50
Unit No. 911	\$3,267.50	Nil	\$3,267.50
Unit No. 912	\$3,267.50	Nil	\$3,267.50
Unit No. 913	\$3,267.50	Nil	\$3,267.50
Unit No. 914	\$3,993.62	Nil	\$3,993.62
Unit No. 1001	\$5,705.17	Nil	\$5,705.17
Unit No. 1002	\$5,238.38	Nil	\$5,238.38
Unit No. 1003	\$5,238.38	Nil	\$5,238.38
Unit No. 1004	\$5,705.17	Nil	\$5,705.17
Total	\$363,056.00	Nil	\$363,056.00

Vendor Contribution to Sinking Fund

The Vendor will pay a sinking fund contribution of \$50,000 to cover the first four years of the body corporate's operation. Owners should note that at the end of this period that budget contributions will increase. The increase will be calculated at that time based on the current costs and in consultation between the members and the body corporate manager.

B. Information about the engagement or proposed engagement of a body corporate manager or service contractor

(1) The Vendor proposes to cause the Body Corporate for Zest Darwin Unit Title Scheme to enter into a Body Corporate Management Agreement (a copy of which is attached to Schedule 6 of this Disclosure Statement) to engage the body corporate manager for and on behalf of the Body Corporate:

(a) Proposed Body Corporate Manager:

Sterling MS Pty Ltd trading as Sterling Management Services

(b) The nature of the arrangement between the Vendor and the body corporate manager will be generally in accordance with the terms of the body corporate management agreement ('**Body Corporate Management Agreement**') contained in Schedule 6 of this Disclosure Statement.

(c) The period the arrangement is to be in force is as specified in the Body Corporate Management Agreement.

(d) The rights and obligations of the body corporate manager are as set out in the Body Corporate Management Agreement.

(e) Details of the service and other fees payable to the body corporate manager for Zest Darwin Unit Title Scheme are set out in the in the schedule to the Body Corporate Management Agreement.

(f) The Body Corporate Management Agreement is included in this Disclosure Statement to indicate the general nature of the agreement proposed to be entered into. The final version of this agreement (as signed) may vary from the wording included in this Disclosure Statement, provided that the agreement will not be altered so as to substantially prejudice the Purchasers.

(2) The Vendor proposes to cause the Body Corporate for The Zest Darwin Unit Title Scheme to enter into a Caretaking Arrangement (a copy of the Caretaking Agreement is attached to Schedule 6 of this Disclosure Statement) to engage a Caretaker for and on behalf of the Body Corporate:

(a) Proposed Caretaker:

The Caretaker has not yet been appointed.

(b) The nature of the arrangement between the Vendor and the Caretaker will be generally in accordance with the terms of the Caretaking Agreement ('**Caretaking Agreement**') contained in Schedule 6 of this Disclosure Statement.

(c) The period the arrangement is to be in force is as specified in the Caretaking Agreement.

(d) The rights and obligations of the Caretaker are as set out in the Caretaking Agreement.

- (e) Details of the service and other fees payable to the Caretaker for Zest Darwin Unit Title Scheme are set out in the in the Caretaking Agreement.
 - (f) The caretaker may be the Vendor or a related entity (or entities) of the Vendor.
 - (g) The Caretaking Agreement is included in this Disclosure Statement to indicate the general nature of the agreement proposed to be entered into. The final version of this agreement (as signed) may vary from the wording included in this Disclosure Statement, provided that the agreement will not be altered so as to substantially prejudice the Purchasers.
- (3) The Vendor proposes to cause the Body Corporate for the Zest Darwin Unit Title Scheme to enter into a Letting Arrangement (a copy of the Letting Agreement is attached to Schedule 6 of this Disclosure Statement) to engage a letting agent:
- (h) Proposed Letting Agent:

The letting Agent has not yet been appointed.
 - (i) The nature of the arrangement between the Vendor and the Letting Agent will be generally in accordance with the terms of the Letting Agreement ('**Letting Agreement**') contained in Schedule 6 of this Disclosure Statement.
 - (j) The period the arrangement is to be in force is as specified in the Letting Agreement.
 - (k) The rights and obligations of the Letting Agent are as set out in the Letting Agreement.
 - (l) Details of the service and other fees payable to the Letting Agent for Zest Darwin Unit Title Scheme are set out in the in the Caretaking Agreement.
 - (m) The letting agent may be the Vendor or a related entity (or entities) of the Vendor.
 - (n) The Letting Agreement is included in this Disclosure Statement to indicate the general nature of the agreement proposed to be entered into. The final version of this agreement (as signed) may vary from the wording included in this Disclosure Statement, provided that the agreement will not be altered so as to substantially prejudice the Purchasers.

Purchasers should note that no Unit Owner will be compelled to use the Letting Agent as their agent. Unit Owners will be free to engage any party they wish as agent for the letting of their Unit.

C. The information prescribed by regulation about the authorisation or proposed authorisation of a letting agent

- (1) The Vendor proposes to authorise a person or entity to become the Letting Agent for the Zest Darwin Unit Title Scheme.

- (2) The Letting Agent has not yet been appointed. Purchasers should however note that the Letting Agent to be appointed may be a related entity or entities of the Vendor.
- (3) The nature of the arrangement between the Vendor and the Letting Agent will be generally in accordance with the terms of the Letting Agreement ('Letting Agreement') contained in Schedule 6 of this Disclosure Statement.
- (4) The rights and obligations of the Letting Agent are as set out in the Letting Agreement.
- (5) Details of the service and other fees payable to the Letting Agent for Zest Darwin Unit Title Scheme are set out in the in the Caretaking Agreement.
- (6) The Letting Agreement is included in this Disclosure Statement to indicate the general nature of the agreement proposed to be entered into. The final version of this agreement (as signed) may vary from the wording included in this Disclosure Statement, provided that the agreement will not be altered so as to substantially prejudice the Purchasers.

Purchasers should note that no Unit Owner will be compelled to use the Letting Agent as their agent. Unit Owners will be free to engage any party they wish as agent for the letting of their Unit.

The Zest Darwin development may also contain (wholly or partially) self serviced accommodation and both long term and short term letting including holidays lets or stays.

D. The information prescribed by regulation about any existing or proposed body corporate assets.

Apart from the pool cleaning equipment being acquired by the Vendor on behalf of the Body Corporate no other proposed body corporate assets have been identified at this stage.

Proposed limitation on the use of body corporate assets may be set out in the Zest Darwin By-Laws.

E. The existing and proposed scheme statements, management modules and by-laws of the scheme and higher schemes (whether existing or proposed to be formed or changed).

- (1) The draft First Scheme Statement which is proposed to be registered in the scheme name Darwin Zest Unit Title Scheme is attached to Schedule 5.
- (2) Management Module 1 – standard scheme, to apply.
- (3) The draft By-laws of the Zest Darwin Unit Title Scheme shall be those draft By-laws as contained in Schedule 2 of the First Scheme Statement which is attached to Schedule 5.
- (4) No Higher Scheme is proposed at this stage.

(5) Where the Further Development referred to in section 3.7 of this Disclosure Statement proceeds, then subject to the *Unit Title Schemes Act* and any other applicable law, an amended and/or subsequent Scheme Statement, Disclosure Statement and other document(s) will be implemented, registered, issued and served (as required by the *Unit Title Schemes Act* and any other applicable law). Subject to the *Unit Title Schemes Act* and any other applicable law, the Vendor may make such changes, additions, amendments or alterations to the Development and/or the Scheme that it decides in the Vendor's absolute discretion;

F. Anything required to be included in this Disclosure Statement by the management modules

As at the time of registration of this Disclosure Statement the applicable management modules do not currently prescribe anything required to be included in the Disclosure Statement.

G. The information prescribed by regulation about any proposed plan of subdivision or proposed plan of consolidation relating to the Unit

As at the time of registration of this Disclosure Statement the applicable regulations do not prescribe any information about any proposed plan of subdivision or proposed plan of consolidation to be included in the Disclosure Statement relating to the Unit.

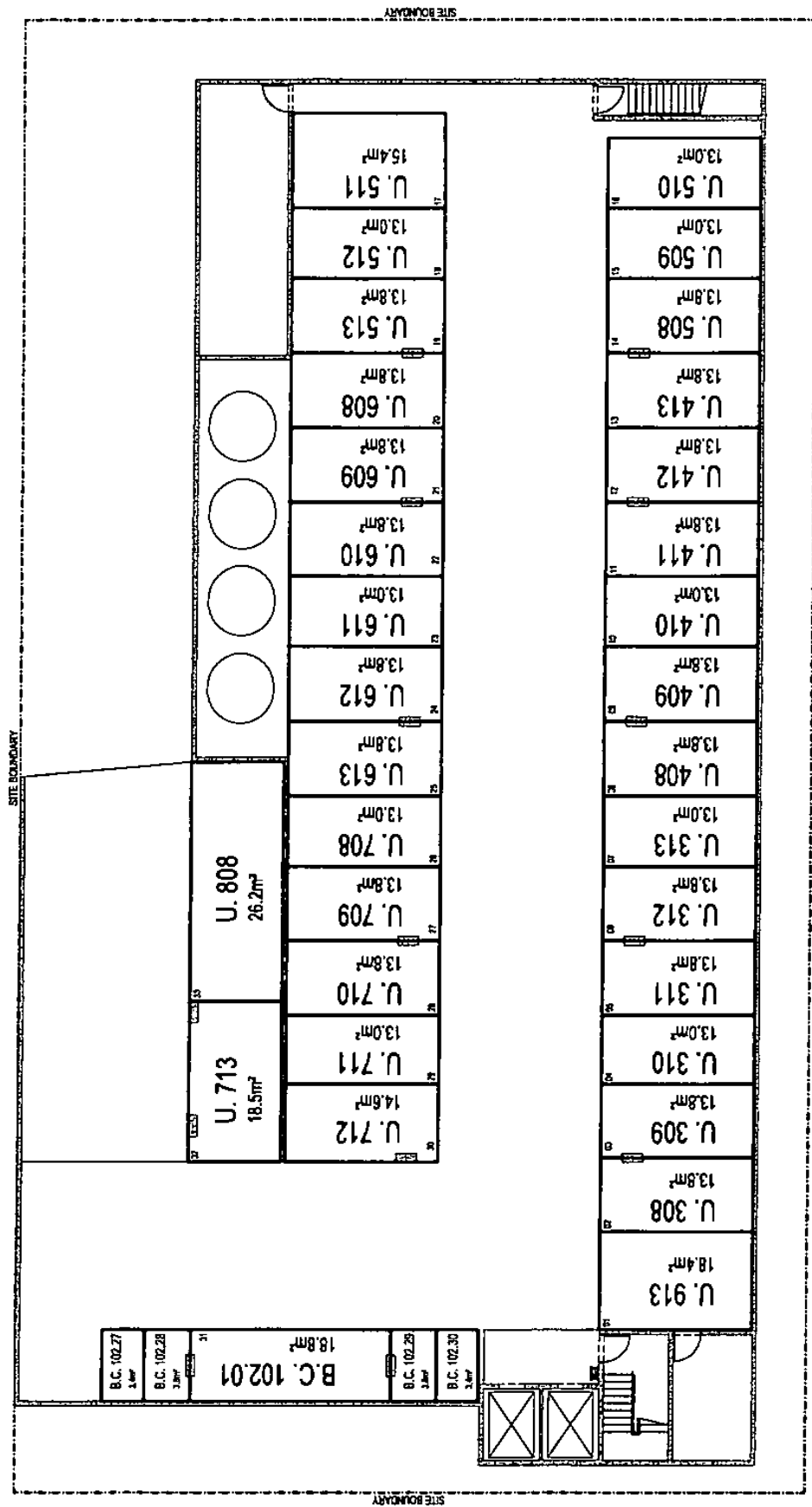
H. The method of adjudicating disputes arising from the Disclosure Statement as prescribed by regulation

If the management module of the scheme provides for a method of adjudicating disputes arising from the Disclosure Statement, the statement must specify the method.

No method is provided.

DISCLOSURE STATEMENT

Schedule 4 – Plans



This plan is a true representation of the proposed Development however, the plan is subject to changes resulting from approvals, survey, construction, registration, location of services and development processes, therefore all the information contained on this plan including areas, lot numbers and boundaries are subject to change.
 This note is an integral part of this plan.

SCALE 1:100 - LENGTHS ARE IN METERS
 AREA OF BASE PARCEL (1419) m²

PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

DRAFT ONLY

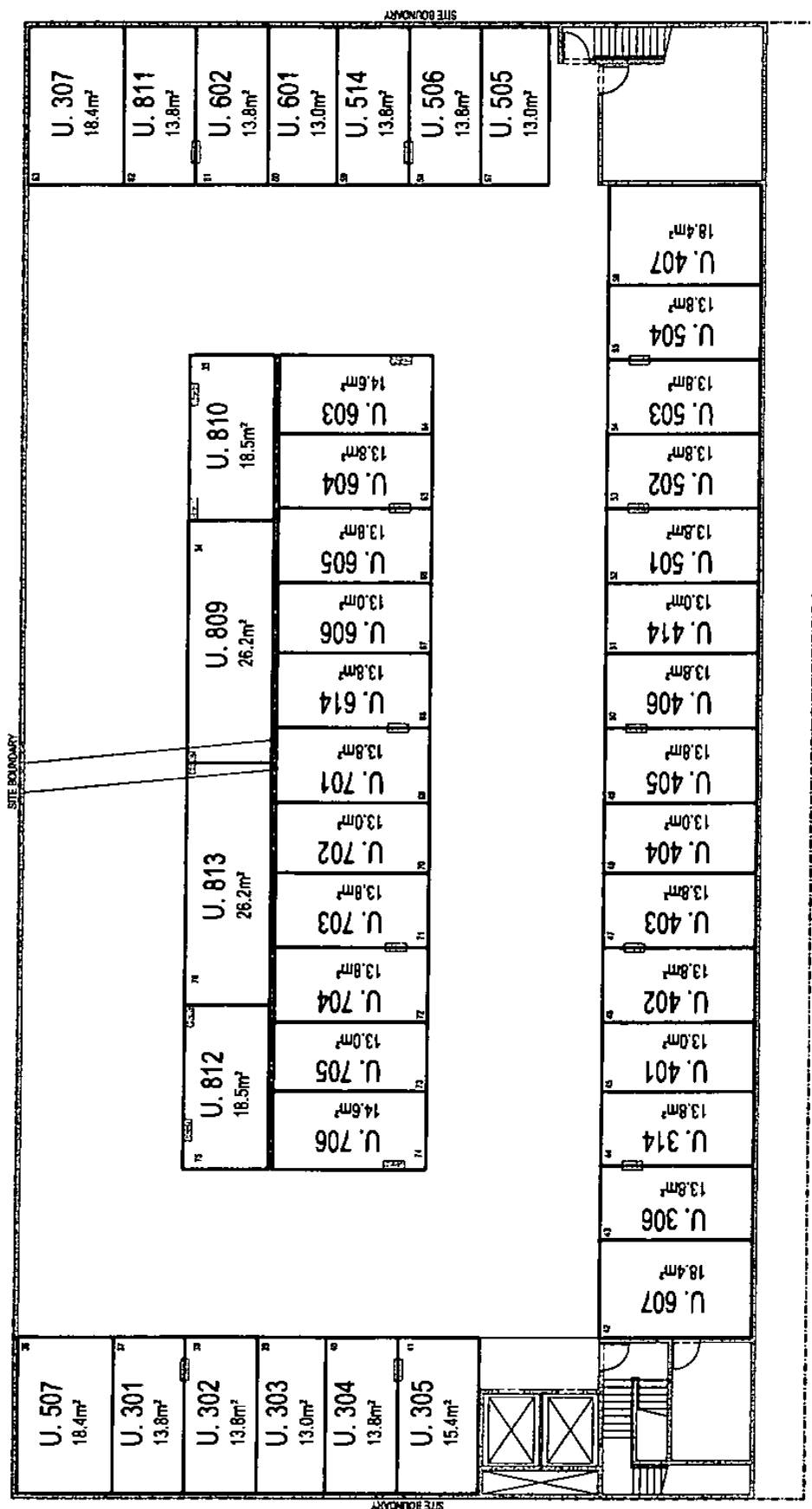
• DRAWN	JJ	• PROJECT NO.	09-004
• CHECKED		• DRAWING NO.	DD-2,400
• PROJECT LEADER	ML	• DATE	2 JUNE 2010
• TITLE	1119 B AZ 120004	• PROJECT NO.	09-004
• DATE	2 JUNE 2010	• DRAWING NO.	DD-2,400
• PROJECT NO.	09-004	• REV.	B

LOTS 1419 & 1420 GARDNER ST, DARWIN
 DRAWING TITLE
 DESIGN DEVELOPMENT
 BASEMENT LEVEL 03
 TITLE PLAN



site
 PROJECT NO. 09-004
 DRAWING NO. DD-2,400

DATE: 2 JUNE 2010
 DRAWING NO. DD-2,400



DRAFT ONLY

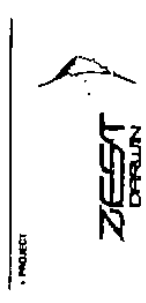
PLAN OF LOTS 101 - 1004 AND
COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON

SCALE 1:300 - LENGTHS ARE IN METERS
AREA OF BASE PARCEL (1419) 1m²

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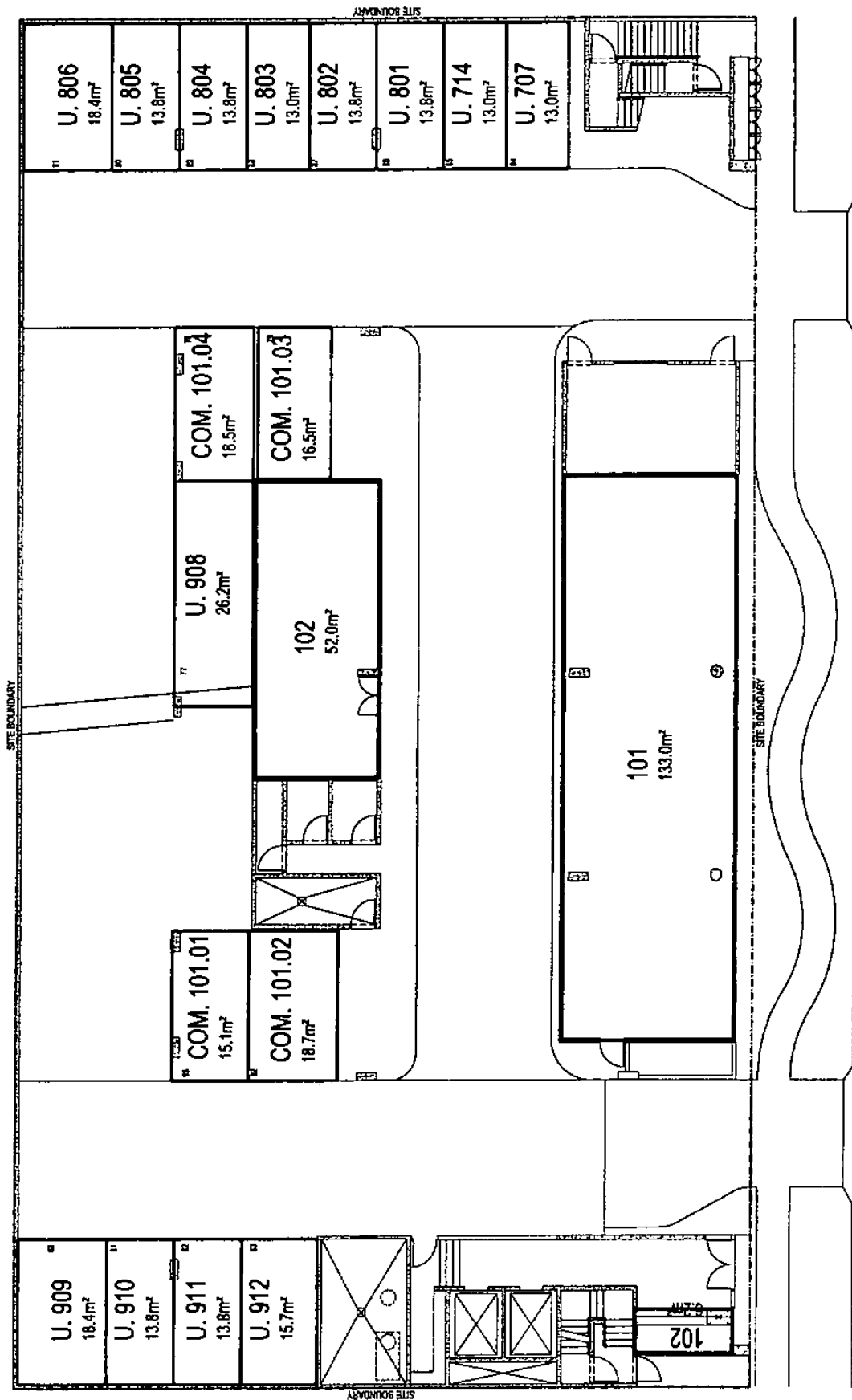
DATE	27.08.10
BY	[Signature]

site-works



LOTS 1419 & 1420 DARWINER ST, DARWIN
DRAWING TITLE
DESIGN DEVELOPMENT
BASEMENT LEVEL 02
TITLE PLAN

DRAWN	JJ
CHECKED	[Signature]
PROJECT NUMBER	1150 @ AL 1300 @ M
SCALE	1:300 @ AL 1300 @ M
DATE	2 AUG 2010
PROJECT NO.	09-004
DRAWING NO.	DD-2.401
REV.	B



This plan is a true representation of the proposed Development however, the plan is subject to changes resulting from approvals, survey, construction, registration, location of services and development processes, therefore all the information contained on this plan including areas, lot numbers and boundaries are subject to change.

This note is an integral part of this plan.

SCALE 1:300 - LENGTHS ARE IN METERS
 0 2 4 6 8 10 20
 AREA OF BASE PARCEL (1419)m²

PLAN OF LOTS 101 - 1004 AND
 COMMON PROPERTY
 CANCELING LOTS 1419 & 1420
 PARISH: TOWN OF OARWIN
 COUNTY: PALMERSTON

DRAFT ONLY

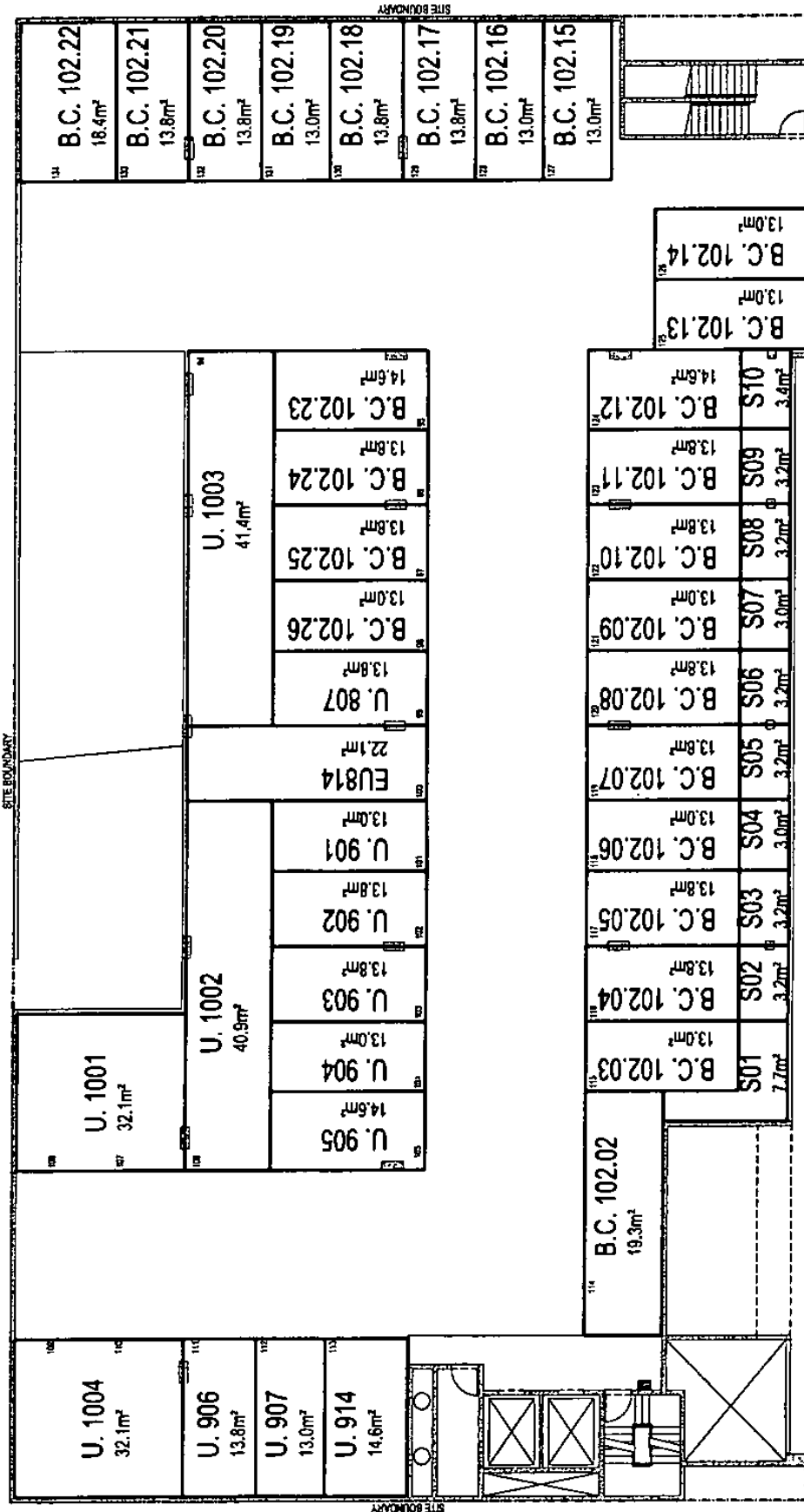
SEAL OF THE SURVEYOR
 18 FEBRUARY 2010

site design
 10/11/09
 10/11/09
 10/11/09

ZEST
 DARWIN

PROJECT
 LOTS 1419 & 1420 GARDINER ST. DARWIN
 DESIGN DEVELOPMENT
 BASEMENT LEVEL 01 & GROUND
 LEVEL TITLE PLAN

DESIGNER	ZEST
PROJECT NO.	DD-2402
PROJECT NAME	DD-2402
PROJECT LOCATION	11/11/09 @ 14.1/100 @ 14
SCALE	1:300
DATE	2 APRIL 2010
PROJECT NO.	DD-2402
DRAWING NO.	B



B.C. 102 AREAS:
 BASEMENT LEVEL 02 = 33.2m²
 PODIUM LEVEL = 349.5m²
TOTAL = 382.7m²

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SCALE 1:300 - LENGTHS ARE IN METERS
 AREA OF BASE PARCEL (1419)m²

PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
 CANCELLING LOTS 1413 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

DRAFT ONLY

ZIEST DARWIN

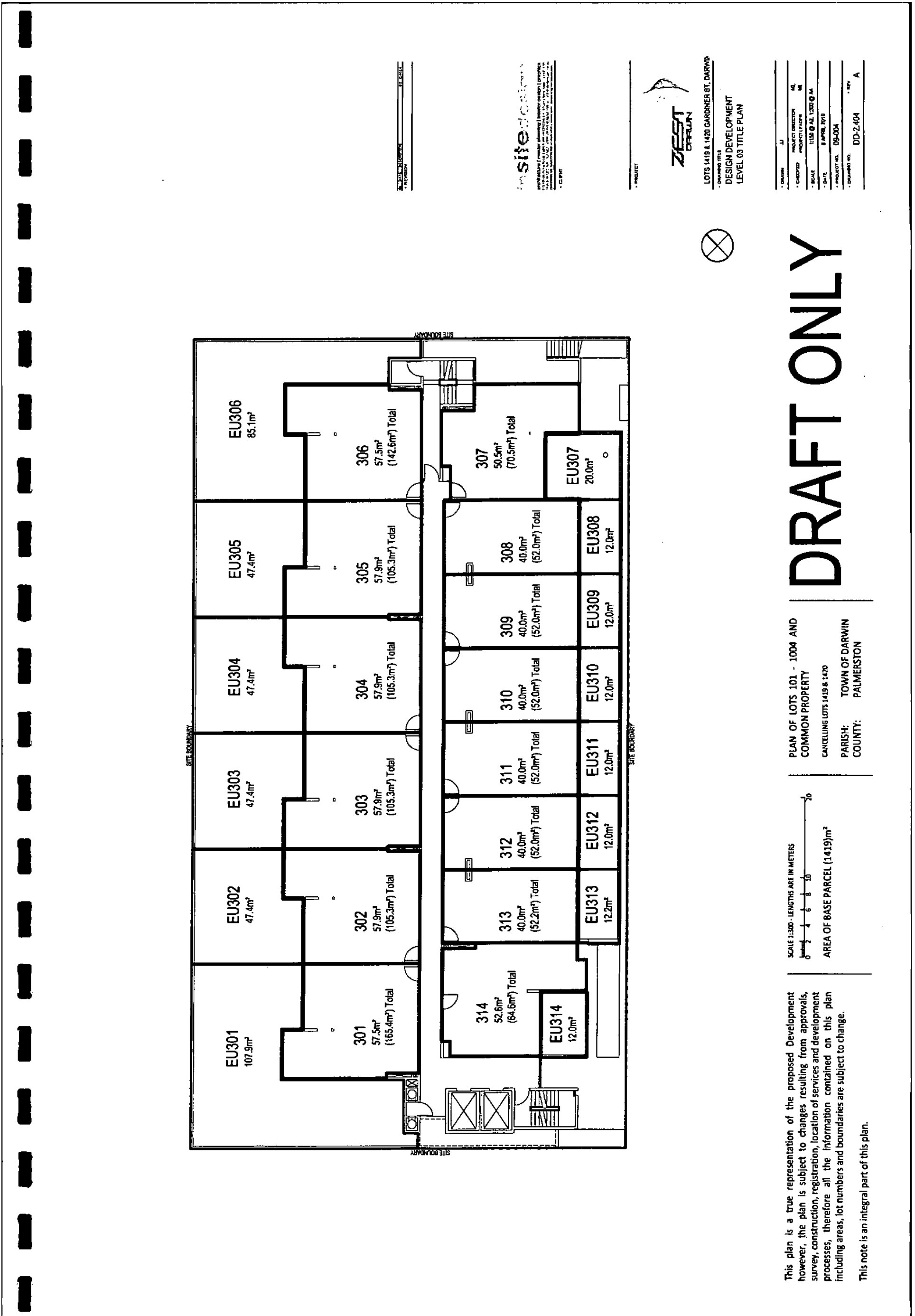
LOTS 1413 & 1420 GARDNER ST, DARWIN
 DRAWING TITLE: DESIGN DEVELOPMENT
 PODIUM LEVEL TITLE PLAN

PROJECT NO.	09-004
DRAWING NO.	DD-2403
CHECKED BY	ML
PROJECT LEADER	ML
SCALE	1:150 @ A2, 1:300 @ A4
DATE	2 JUNE 2010
CITY	DARWIN

site

100% CLIENT OWNED
 100% CLIENT FUNDED
 100% CLIENT CONTROLLED
 100% CLIENT RISK
 100% CLIENT BENEFIT

STREET NETWORK
 NETWORK



DATE: 09/04/04
DRAWN BY: [Name]
CHECKED BY: [Name]

site
CONSULTANTS
111-113 SOUTH BRIDGE ROAD, SUITE 101, SYDNEY NSW 1585
TEL: (02) 9550-9999
WWW.SITECONSULTANTS.COM.AU

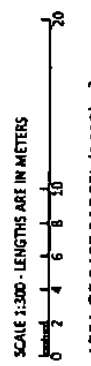


LOTS 1419 & 1420 GARDNER ST, DARWIN
DRAWING TITLE
DESIGN DEVELOPMENT
LEVEL 03 TITLE PLAN

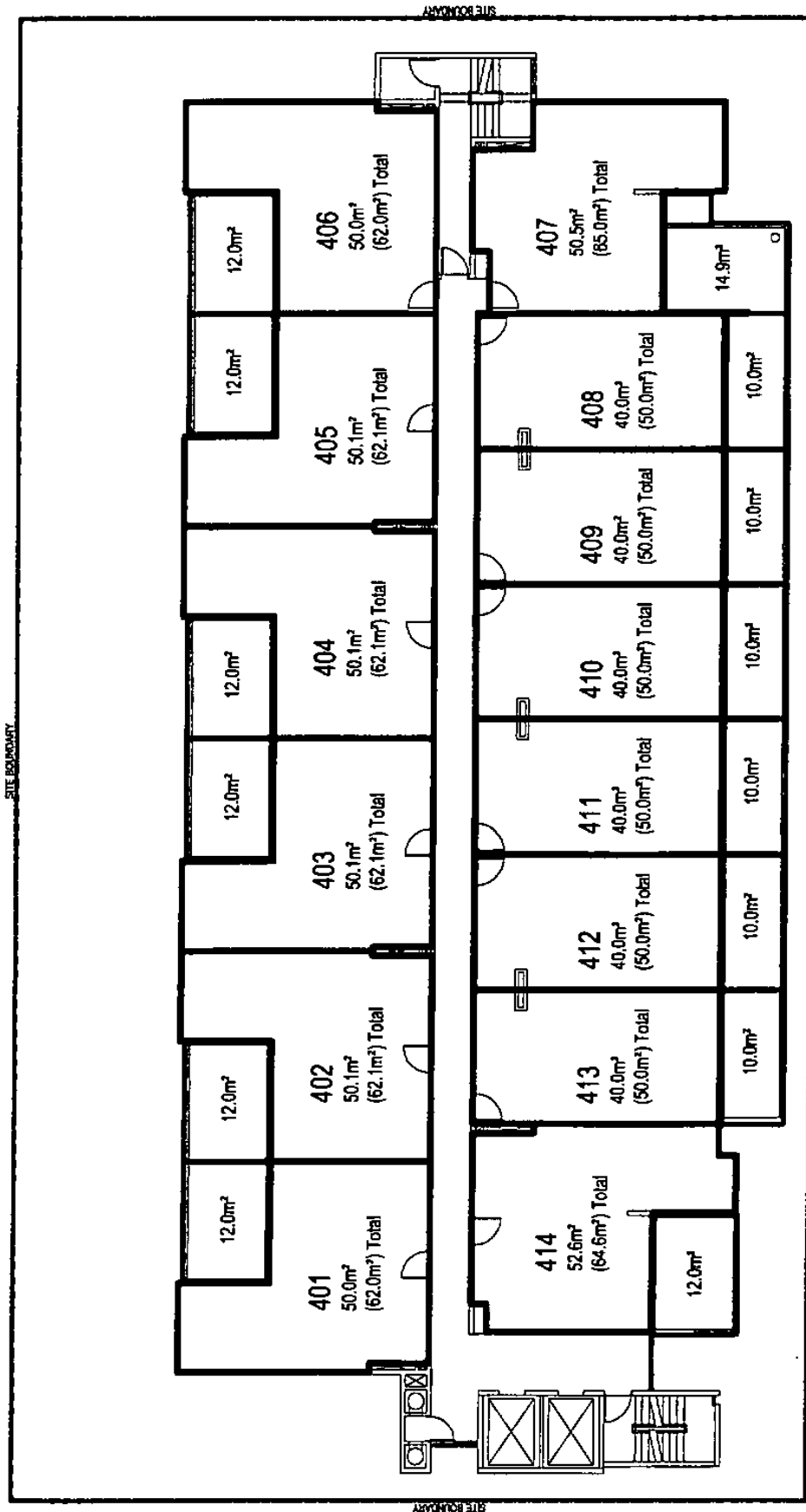
DATE	09/04/04
DRAWN BY	[Name]
CHECKED BY	[Name]
PROJECT NO	DD-2404
SCALE	1:100 @ A4 1:200 @ A3
DATE	9 APRIL 2010
PROJECT NO	09-004
DRAWING NO	DD-2404
REV	A

DRAFT ONLY

PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON



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This note is an integral part of this plan.



SEALING REQUIREMENTS - BY REFERENCE

site plan



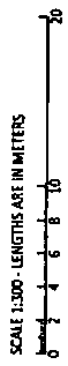
LOTS 1419 & 1420 GARDNER ST, DARWIN
 DRAWING TITLE
 DESIGN DEVELOPMENT
 LEVEL 04 TITLE PLAN

DRAWN	JJ	PROJECT DIRECTOR	ML
CHECKED		PROJECT LEADER	ML
SCALE	1:500 @ A2, 1:200 @ A4		
DATE	8 APRIL 2010		
PROJECT NO.	09-004		
DRAWING NO.	DD-2.405		A



DRAFT ONLY

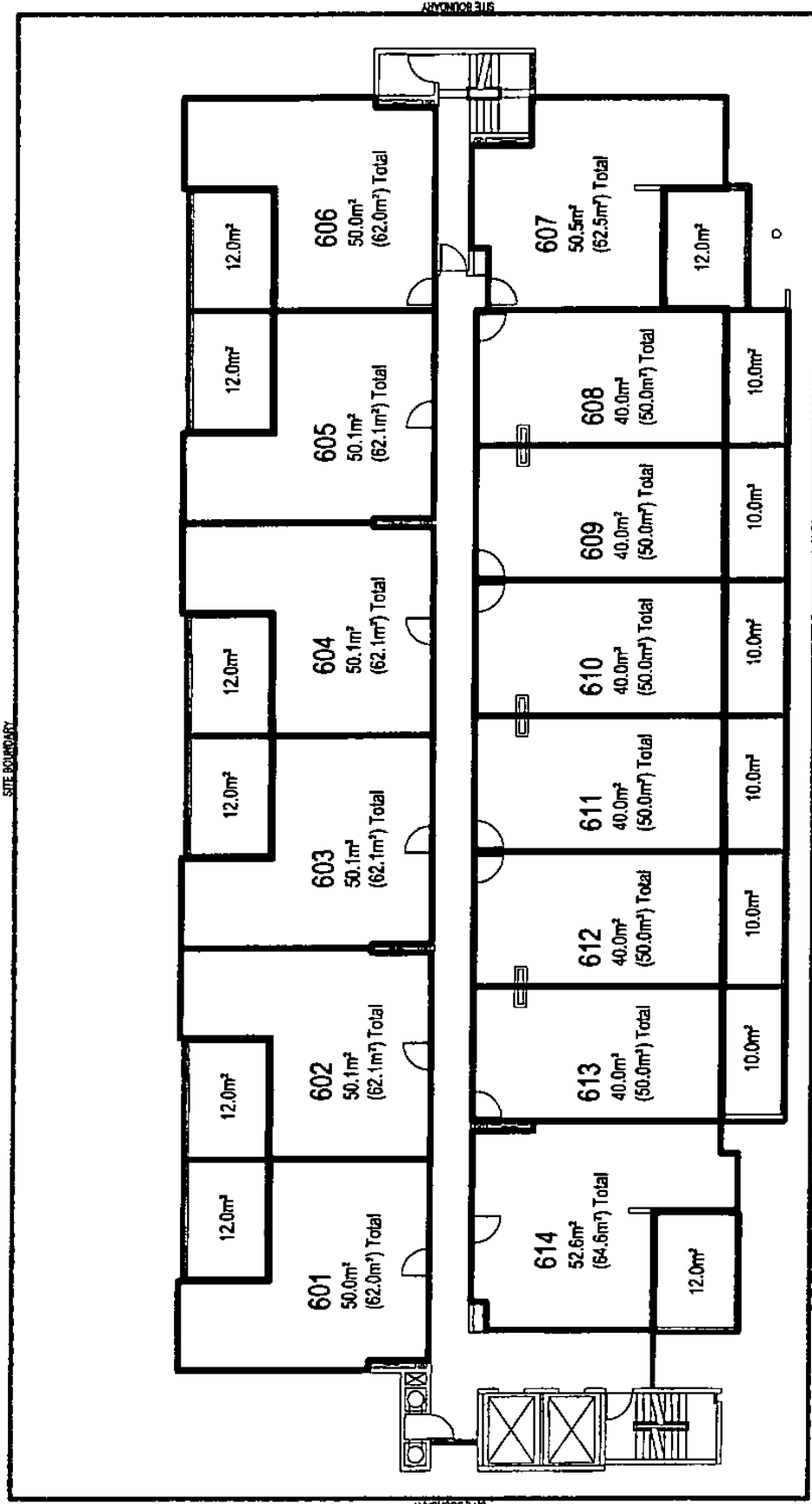
PLAN OF LOTS 101 - 1004 AND
 COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON



SCALE 1:500 - LENGTHS ARE IN METERS
 AREA OF BASE PARCEL (1419)m²

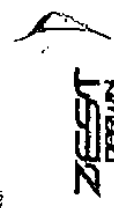
This plan is a true representation of the proposed Development however, the plan is subject to changes resulting from approvals, survey, construction, registration, location of services and development processes, therefore all the information contained on this plan including areas, lot numbers and boundaries are subject to change.

This note is an integral part of this plan.



STATE REGISTERED
SURVEYOR

site
SURVEYING & ENGINEERING
1100 GARDINER ST. DARWIN
NT 08
TEL: 08 09 400 000
WWW.SITEENGINEERING.COM.AU

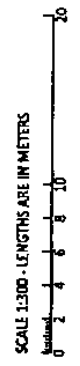


PROJECT
LOTS 1419 & 1420 GARDINER ST. DARWIN
DRAWING TITLE
DESIGN DEVELOPMENT
LEVEL 06 TITLE PLAN

DRAWN	JJ
CHECKED	PROJECT MANAGER
SCALE	1:100 @ A4, 1:500 @ A3
DATE	11 APRIL 2010
PROJECT NO.	09-004
DRAWING NO.	DD-2407
REV	A

DRAFT ONLY

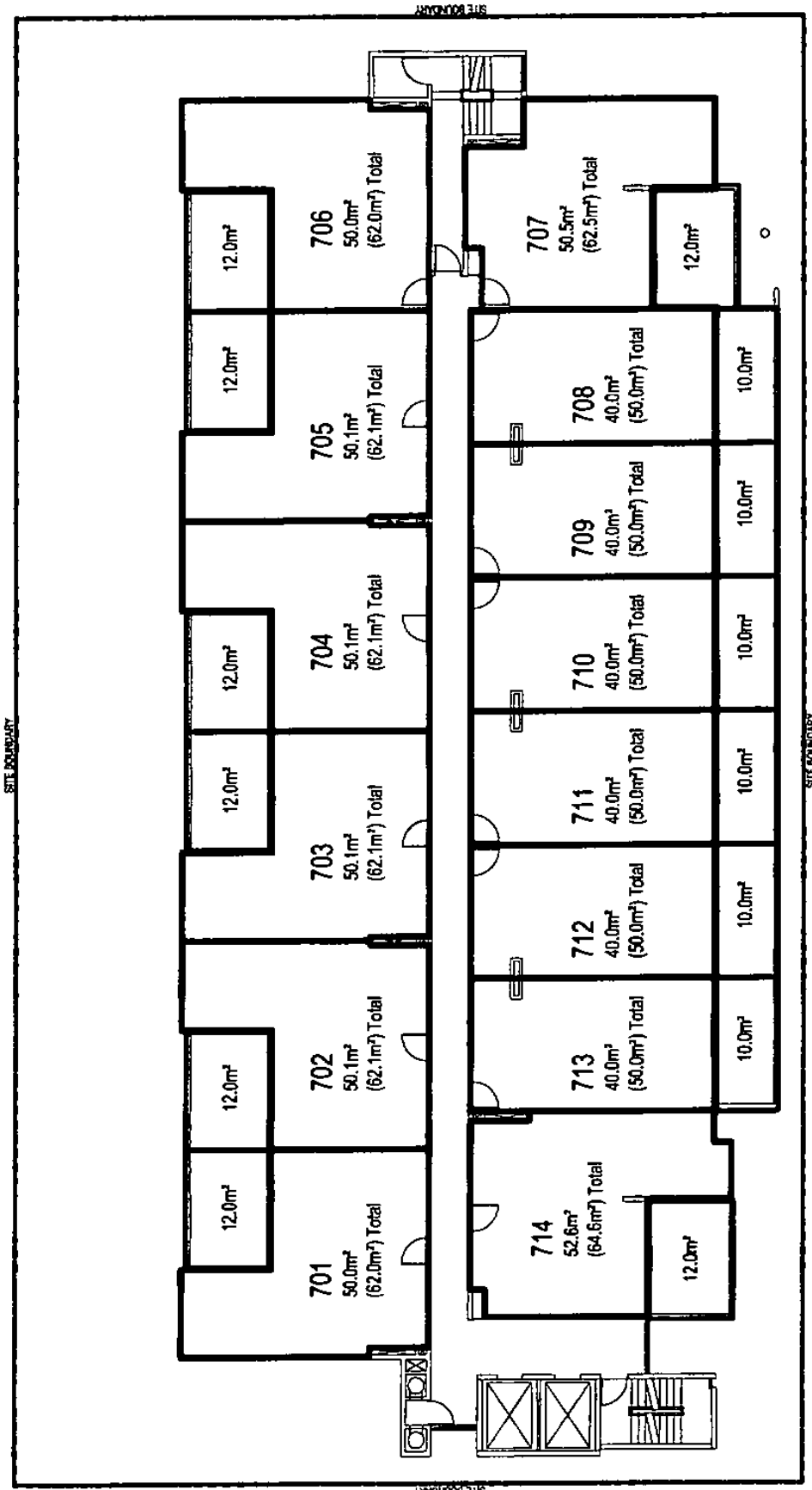
PLAN OF LOTS 101 - 1004 AND
COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON



AREA OF BASE PARCEL (1419)m²

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This note is an integral part of this plan.



DATE: 09/04/04
BY: [Signature]

site: [Signature]

PROJECT: ZEST OFFPLAN

LOTS 1419 & 1420 GARDNER ST, DARWIN
DESIGN DEVELOPMENT
LEVEL 07 TITLE PLAN

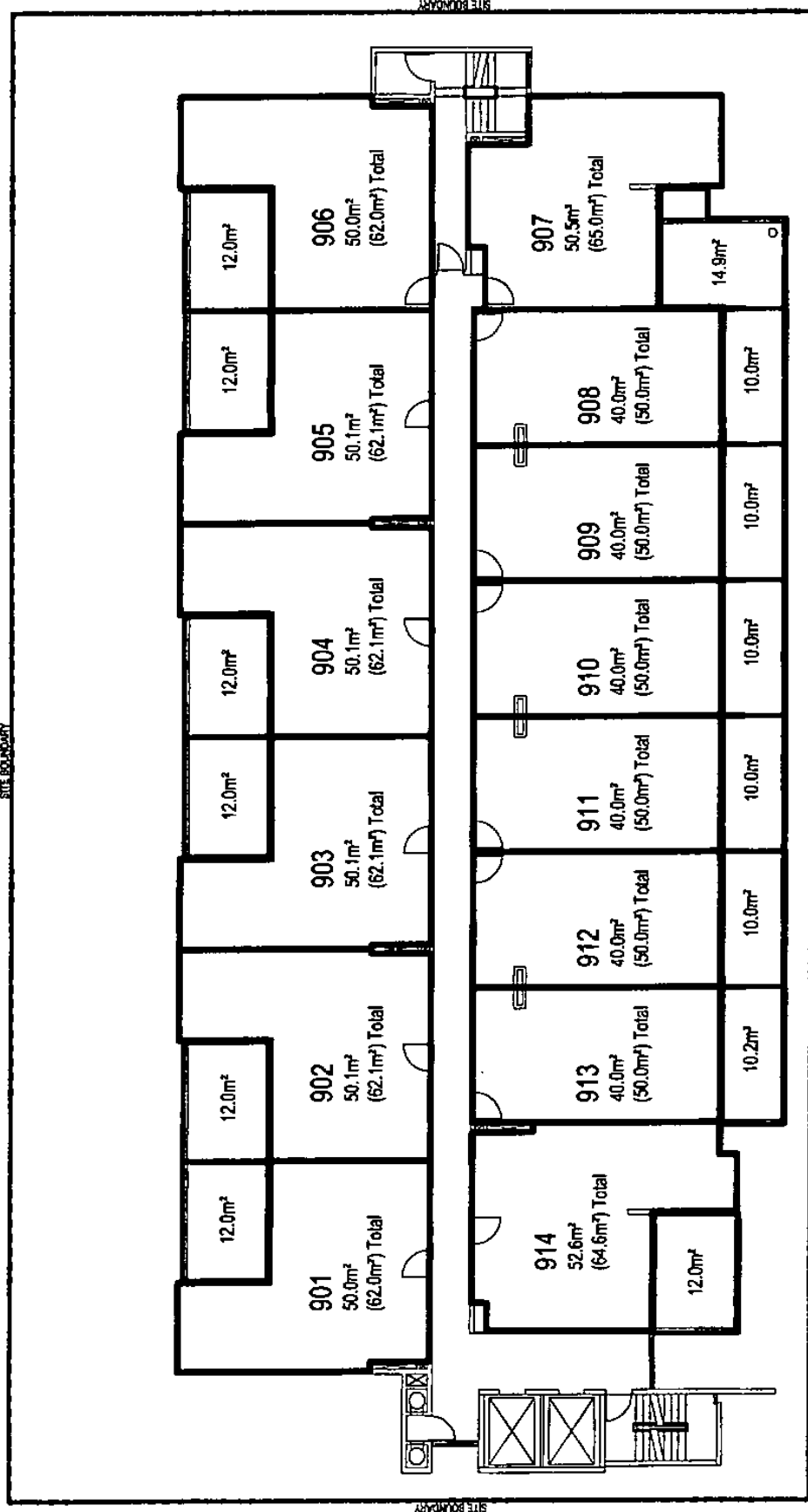
DESIGNER	JJ
CHECKED	PROJECT DIRECTOR
SCALE	1:150 @ A4 (1:300 @ A4)
DATE	9 APRIL 2010
PROJECT NO.	09-004
DRAWING NO.	DD-2-108
	REV. A

DRAFT ONLY

PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON

SCALE 1:300 - LENGTHS ARE IN METERS
0 2 4 6 8 10 20
AREA OF BASE PARCEL (1,419)m²

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DRAFT ONLY

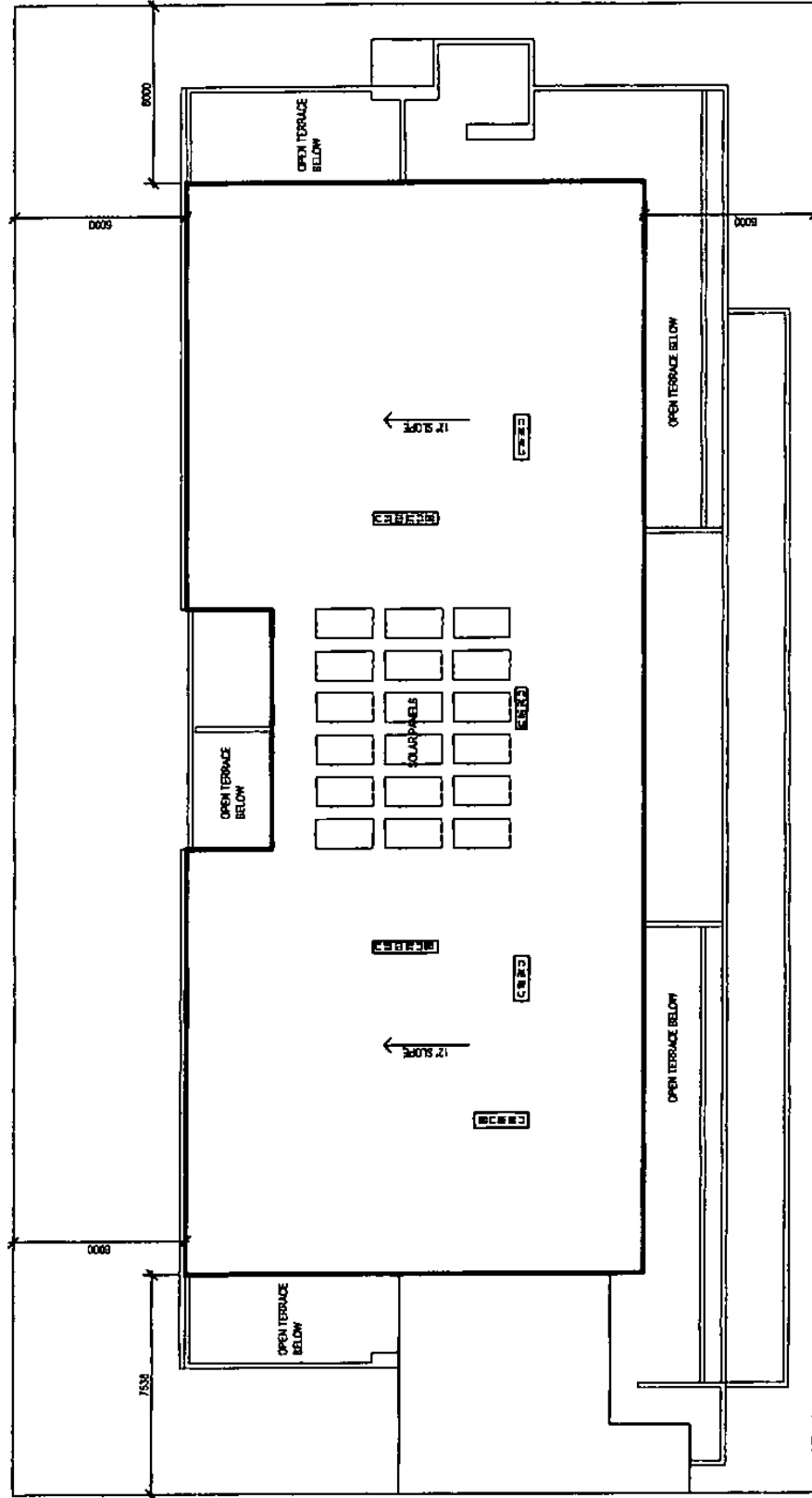
PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

SCALE 1:300 - LENGTHS ARE IN METERS
 AREA OF BASE PARCEL (1419)m²

This plan is a true representation of the proposed Development however, the plan is subject to changes resulting from approvals, survey, construction, registration, location of services and development processes, therefore all the information contained on this plan including areas, lot numbers and boundaries are subject to change.
 This note is an integral part of this plan.

DATE: 08 APRIL 2010
 DRAWN BY: J.J.

site
 ARCHITECTURE & ENGINEERING
 11/11/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/122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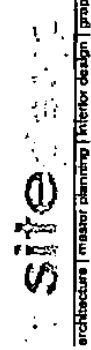
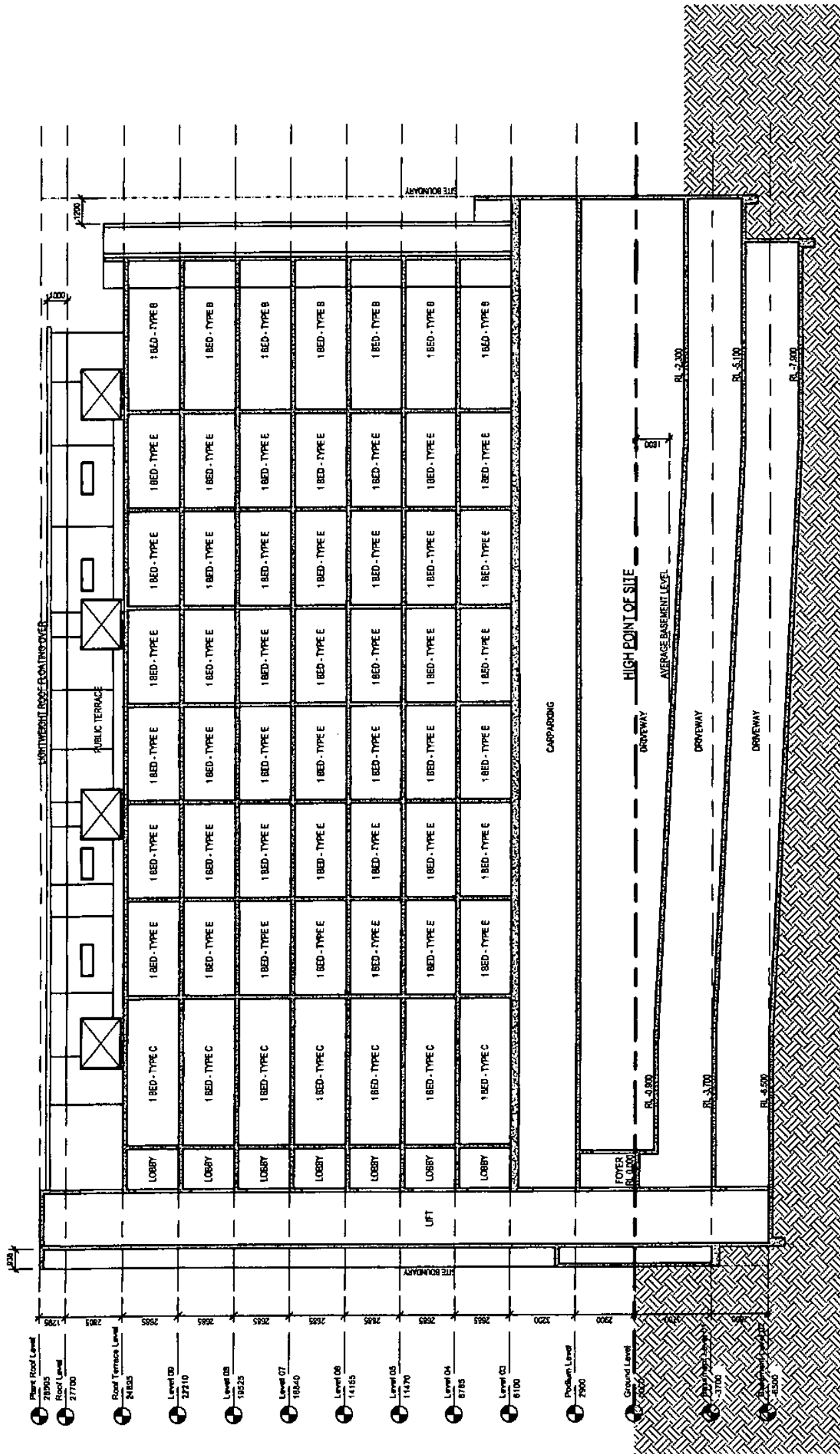


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 architecture | interior planning | interior design | graphics
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PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN
 DA-2,108 | E
 ROOF LEVEL PLAN
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PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN

architecture | master planning | interior design | graphics
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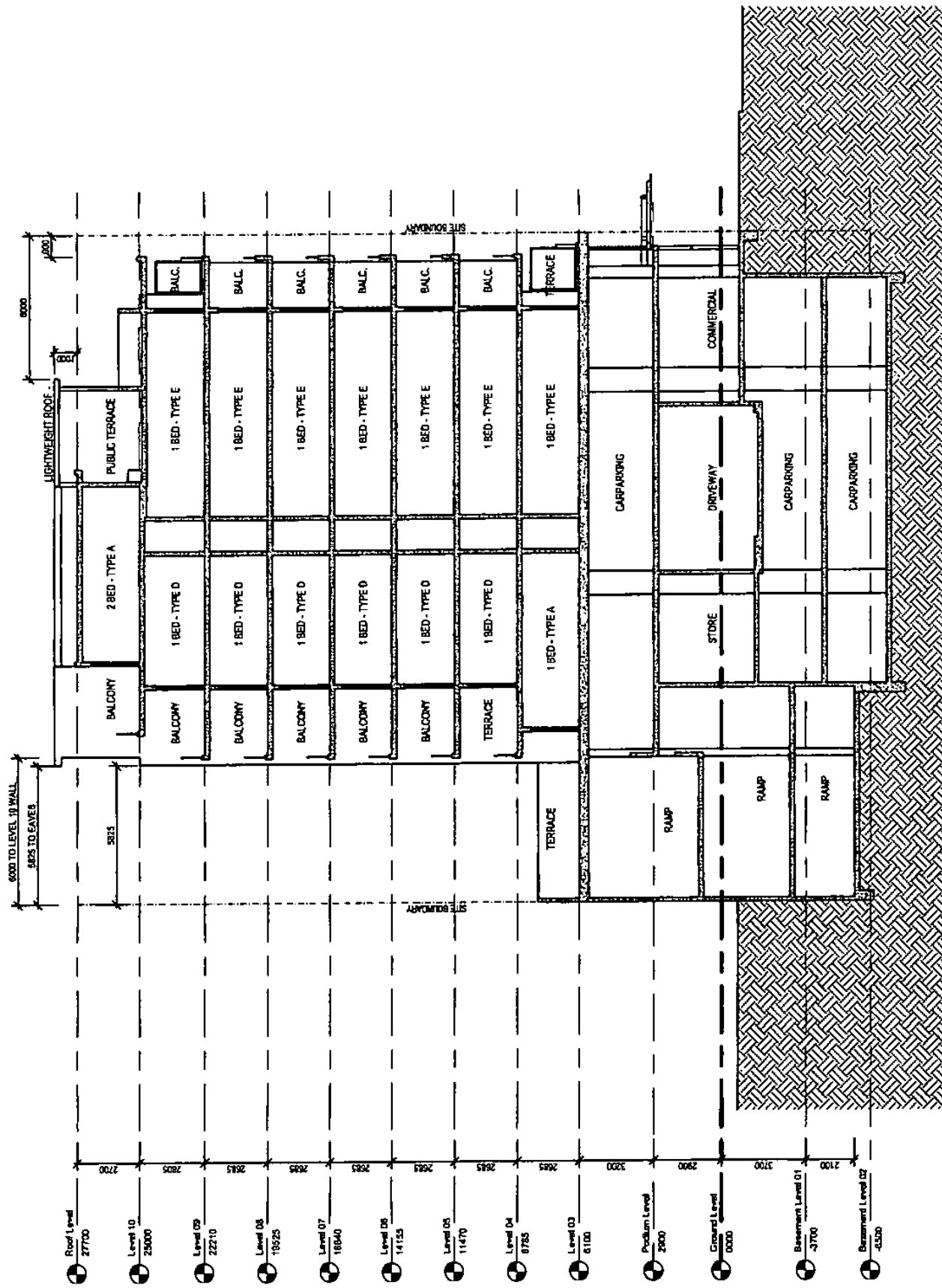
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LONG SECTION

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 PO BOX 1027 50 GARDNER STREET DARWIN NT 08101



PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN

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SHORT SECTION

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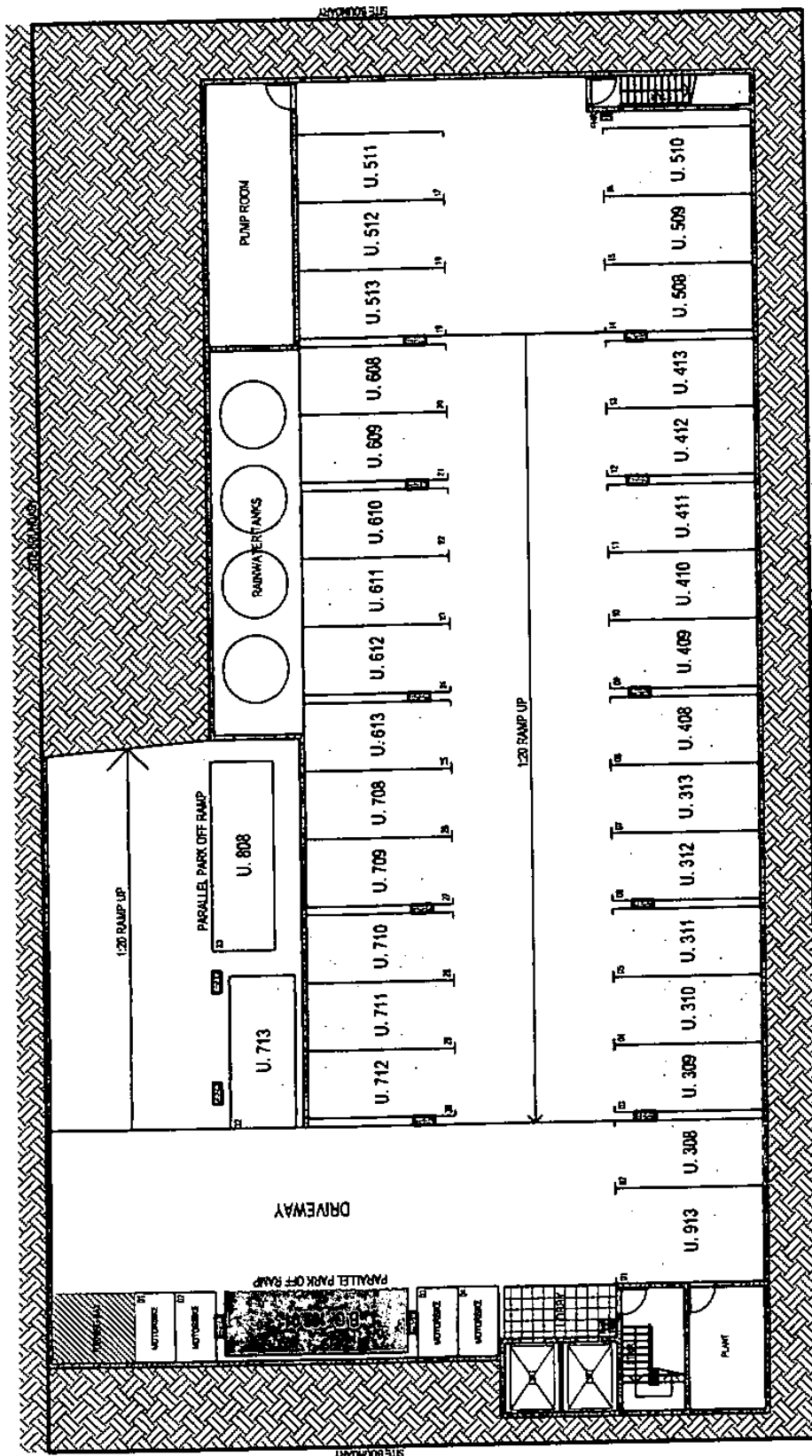
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GARDINER STREET	UNIT No	TYPE	CAR BAY No. ALLOCATION	CAR Nos.	NETT SELLABLE m2	BALCONY m2	OPEN TERRACE m2	CAR PARK m2	TOTAL m2	COMMENTS
GROUND LEVEL 1	101	Commercial	78, 79, 92, 93	4	133			68.8		Disabled parking
	102	Reception/Store	81, 85-90, 114-134	26	58.2			382.7		Reception/ Store Located Separately
LEVEL 3	301	Type A	37	1	57.5		107.9	13.8	179.2	
	302	Type A	38	1	57.9		47.4	13.8	119.1	
	303	Type A	39	1	57.9		47.4	13	118.3	
	304	Type A	40	1	57.9		47.4	13.8	119.1	
	305	Type A	41	1	57.9		47.4	15.4	120.7	
	306	Type A	43	1	57.5		85.1	13.8	156.4	
	307	Type B	63	1	50.5	20		18.4	88.9	Disabled parking
	308	Type E	02	1	40	12		13.8	65.8	
	309	Type E	03	1	40	12		13.8	65.8	
	310	Type E	04	1	40	12		13	65	
	311	Type E	05	1	40	12		13.8	65.8	
	312	Type E	06	1	40	12		13.8	65.8	
	313	Type E	07	1	40	12.2		13	65.2	
	314	Type C	44	1	52.6	12		13.8	78.4	
LEVEL 4	401	Type D	45	1	50	12		13	75	
	402	Type D	46	1	50.1	12		13.8	75.9	
	403	Type D	47	1	50.1	12		13.8	75.9	
	404	Type D	48	1	50.1	12		13	75.1	
	405	Type D	49	1	50.1	12		13.8	75.9	
	406	Type D	50	1	50	12		13.8	75.8	
	407	Type B	56	1	50.5	14.9		18.4	83.8	Disabled parking
	408	Type E	08	1	40	10		13.8	63.8	
	409	Type E	09	1	40	10		13.8	63.8	
	410	Type E	10	1	40	10		13	63	
	411	Type E	11	1	40	10		13.8	63.8	
	412	Type E	12	1	40	10		13.8	63.8	
	413	Type E	13	1	40	10		13.8	63.8	
	414	Type C	51	1	52.6	12		13	77.6	
LEVEL 5	501	Type D	52	1	50	12		13.8	75.8	
	502	Type D	53	1	50.1	12		13.8	75.9	
	503	Type D	54	1	50.1	12		13.8	75.9	
	504	Type D	55	1	50.1	12		13.8	75.9	
	505	Type D	57	1	50.1	12		13	75.1	
	506	Type D	58	1	50	12		13.8	75.8	
	507	Type B	36	1	50.5	12		18.4	80.9	Disabled parking
	508	Type E	14	1	40	10		13.8	63.8	
	509	Type E	15	1	40	10		13	63	
	510	Type E	16	1	40	10		13	63	
	511	Type E	17	1	40	10		15.4	65.4	
	512	Type E	18	1	40	10		13	63	
	513	Type E	19	1	40	10		13.8	63.8	
	514	Type C	59	1	52.6	12		13.8	78.4	
LEVEL 6	601	Type D	60	1	50	12		13	75	
	602	Type D	61	1	50.1	12		13.8	75.9	
	603	Type D	64	1	50.1	12		14.6	76.7	
	604	Type D	65	1	50.1	12		13.8	75.9	
	605	Type D	66	1	50.1	12		13.8	75.9	
	606	Type D	67	1	50	12		13	75	
	607	Type B	42	1	50.5	12		18.4	80.9	Disabled parking
	608	Type E	20	1	40	10		13.8	63.8	
	609	Type E	21	1	40	10		13.8	63.8	
	610	Type E	22	1	40	10		13.8	63.8	
	611	Type E	23	1	40	10		13	63	
	612	Type E	24	1	40	10		13.8	63.8	
	613	Type E	25	1	40	10		13.8	63.8	
	614	Type C	68	1	52.6	12		13.8	78.4	

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LEVEL 7	701	Type D	69	1	50	12		13.8	75.8	
	702	Type D	70	1	50.1	12		13	75.1	
	703	Type D	71	1	50.1	12		13.8	75.9	
	704	Type D	72	1	50.1	12		13.8	75.9	
	705	Type D	73	1	50.1	12		13	75.1	
	706	Type D	74	1	50	12		14.6	76.6	
	707	Type B	84	1	50.5	12		13	75.5	
	708	Type E	26	1	40	10		13	63	
	709	Type E	27	1	40	10		13.8	63.8	
	710	Type E	28	1	40	10		13.8	63.8	
	711	Type E	29	1	40	10		13	63	
	712	Type E	30	1	40	10		14.6	64.6	
	713	Type E	32	1	40	10		18.5	68.5	
	714	Type C	85	1	52.6	12		13	77.6	
LEVEL 8	801	Type D	86	1	50	12		13.8	75.8	
	802	Type D	87	1	50.1	12		13.8	75.9	
	803	Type D	88	1	50.1	12		13	75.1	
	804	Type D	89	1	50.1	12		13.8	75.9	
	805	Type D	90	1	50.1	12		13.8	75.9	
	806	Type D	91	1	50	12		18.4	80.4	
	807	Type B	99	1	50.5	12		13.8	76.3	
	808	Type E	33	1	40	10		26.2	76.2	
	809	Type E	34	1	40	10		26.2	76.2	
	810	Type E	35	1	40	10		18.5	68.5	
	811	Type E	62	1	40	10		13.8	63.8	
	812	Type E	75	1	40	10		18.5	68.5	
	813	Type E	76	1	40	10		26.2	76.2	
	814	Type C	100	1	52.6	12		22.1	86.7	
LEVEL 9	901	Type D	101	1	50	12		13	75	
	902	Type D	102	1	50.1	12		13.8	75.9	
	903	Type D	103	1	50.1	12		13.8	75.9	
	904	Type D	104	1	50.1	12		13	75.1	
	905	Type D	105	1	50.1	12		14.6	76.7	
	906	Type D	111	1	50	12		13.8	75.8	
	907	Type B	112	1	50.5	14.9		13	78.4	
	908	Type E	77	1	40	10		26.2	76.2	
	909	Type E	80	1	40	10		18.4	68.4	
	910	Type E	81	1	40	10		13.8	63.8	
	911	Type E	82	1	40	10		13.8	63.8	
	912	Type E	83	1	40	10		15.7	65.7	
	913	Type E	1	1	40	10		18.4	68.4	
	914	Type C	113	1	52.6	12		14.6	79.2	
LEVEL 10	1001	Type G	107, 108	2	88.9	23.5	25.8	32.1	170.3	
	1002	Type F			71.4		12	40.9	124.3	
	1003	Type F			71.4		12	41.4	124.8	
	1004	Type G	109, 110	2	88.9	23.5	25.8	32.1	170.3	

4/06/2010



CARPARK ALLOCATION LEGEND
 32 TYPE 'E' CAR BAYS
 1 BODY CORPORATE CAR BAY

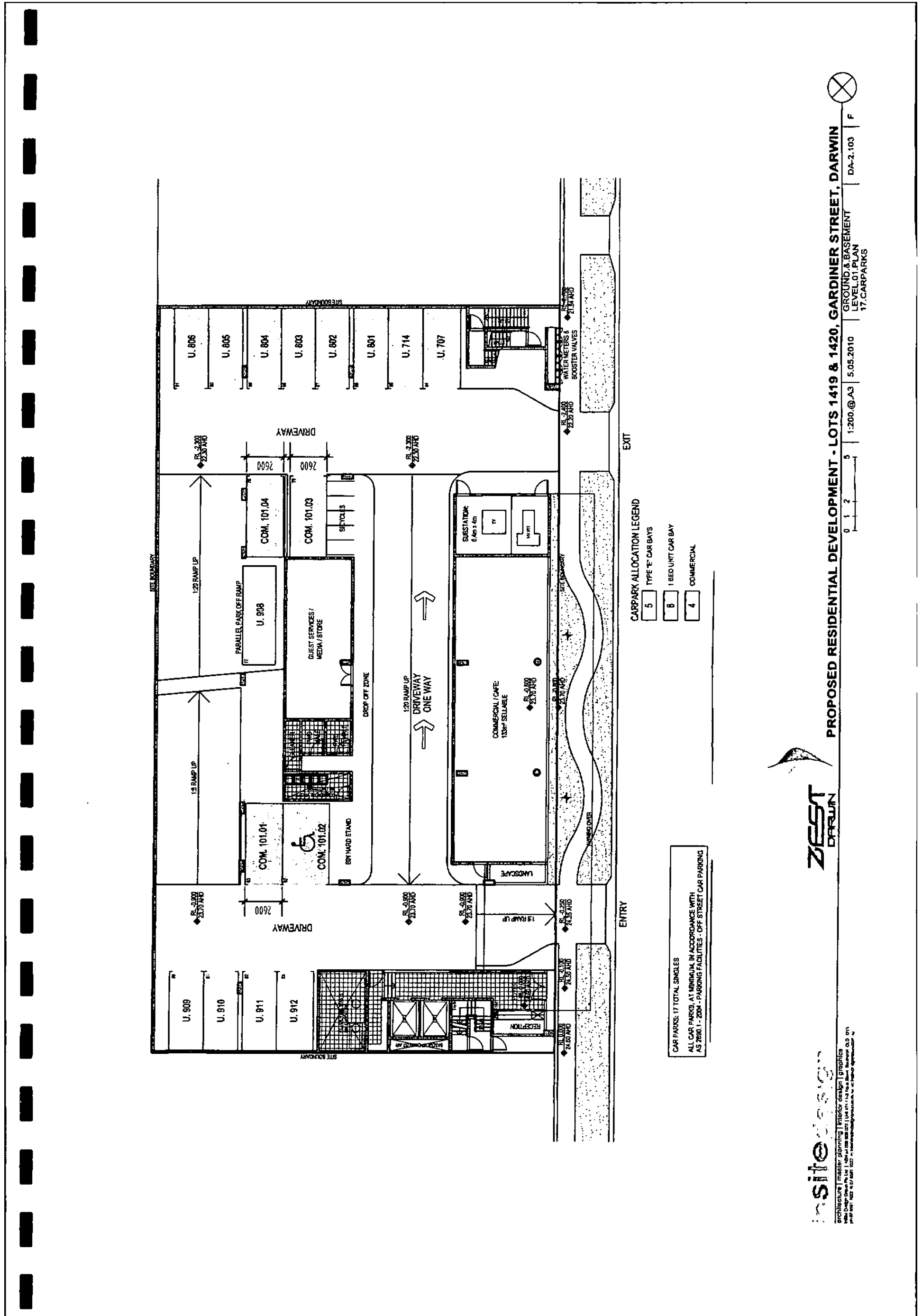
CAR PARKS: 33 TOTAL SINGLES.
 ALL CAR PARKS AT MINIMUM IN ACCORDANCE WITH
 AS 2890.1 - 2004 - PARKING FACILITIES - OFF STREET CAR PARKING



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PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN
 BASEMENT LEVEL.03.PLAN DA-2.100 F
 33.CARPARKS
 1:200 @ A3 5.05.2010



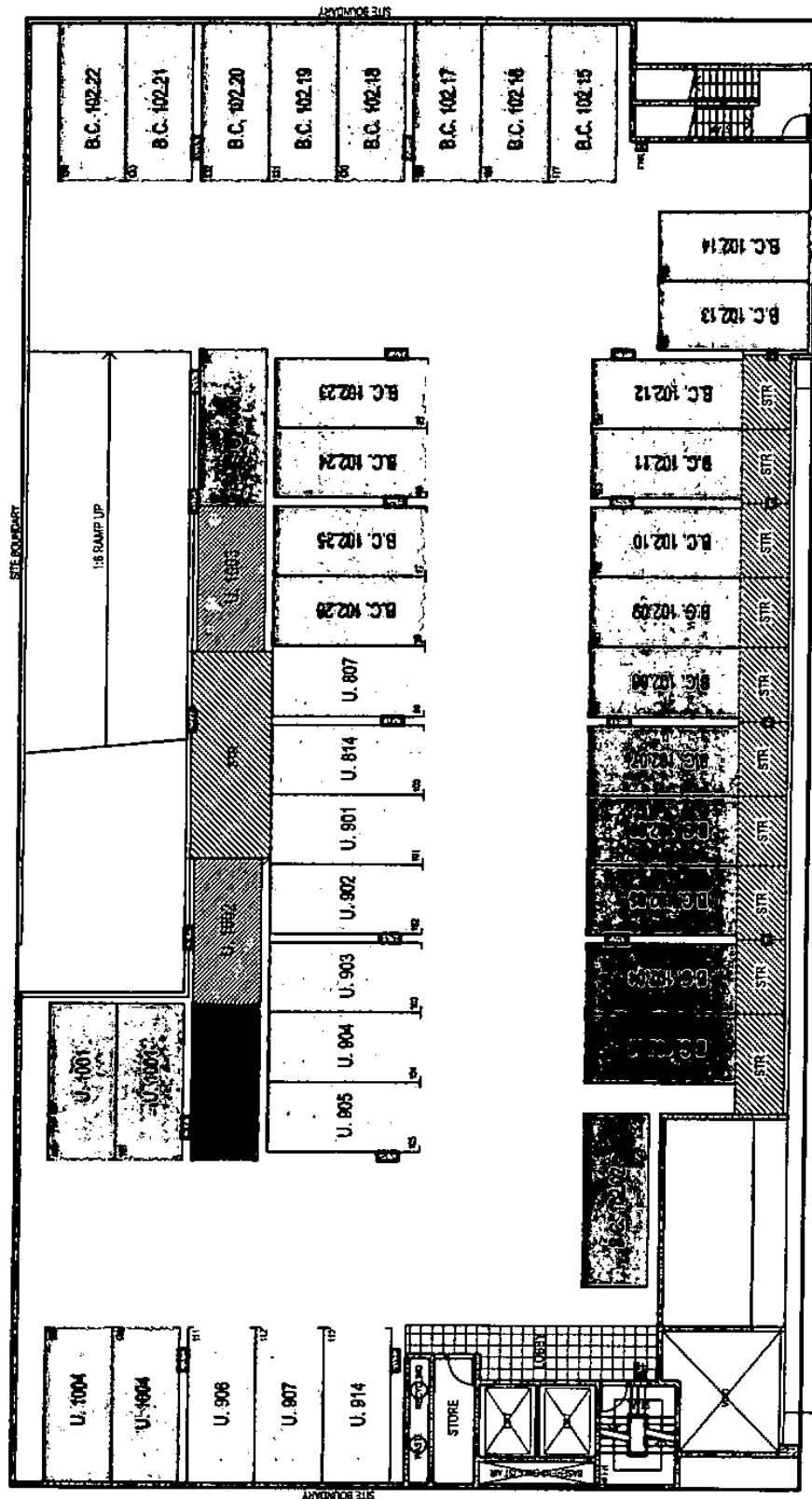


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ZEST
 DARWIN





CARPARK ALLOCATION LEGEND

10	1 BED UNIT CAR BAY
2	2 BED UNIT CAR BAY (TANDEM)
4	3 BED UNIT CAR BAY
25	BDDY CORPORATE CAR BAY

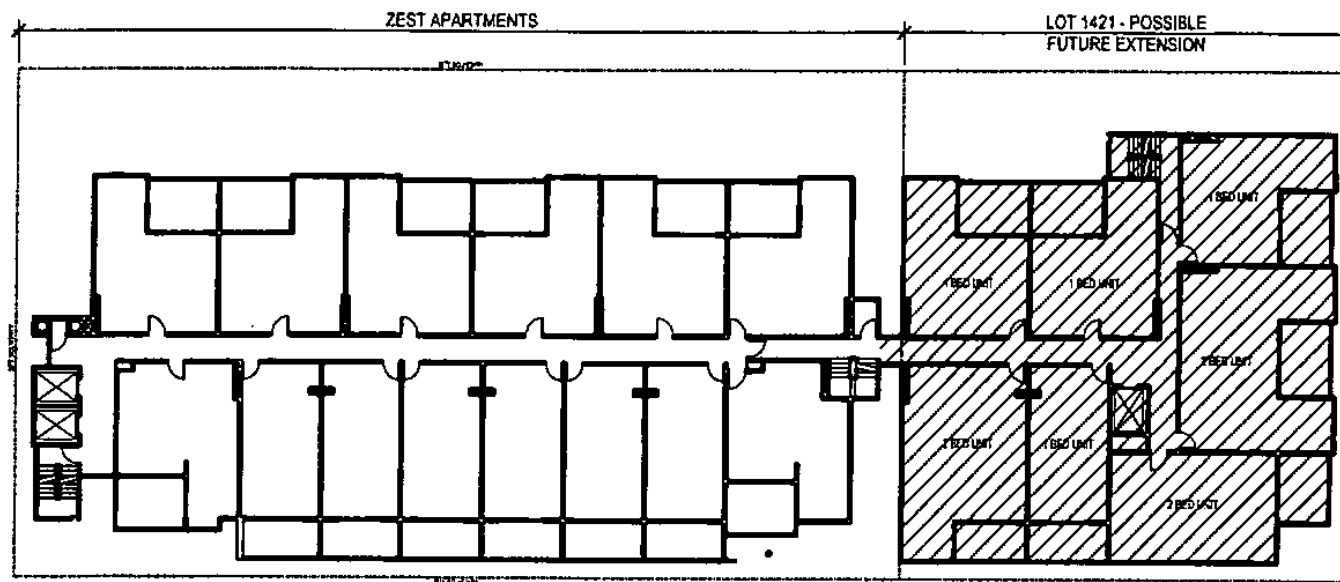
CAR PARKS: 41 TOTAL SINGLES.
 ALL CAR PARKS AT MINIMUM IN ACCORDANCE WITH
 AS 2890.1 - 2004 - PARKING FACILITIES - OFF STREET CAR PARKING

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 11/11/10 10:00 AM - 11/11/10 10:00 AM
 11/11/10 10:00 AM - 11/11/10 10:00 AM

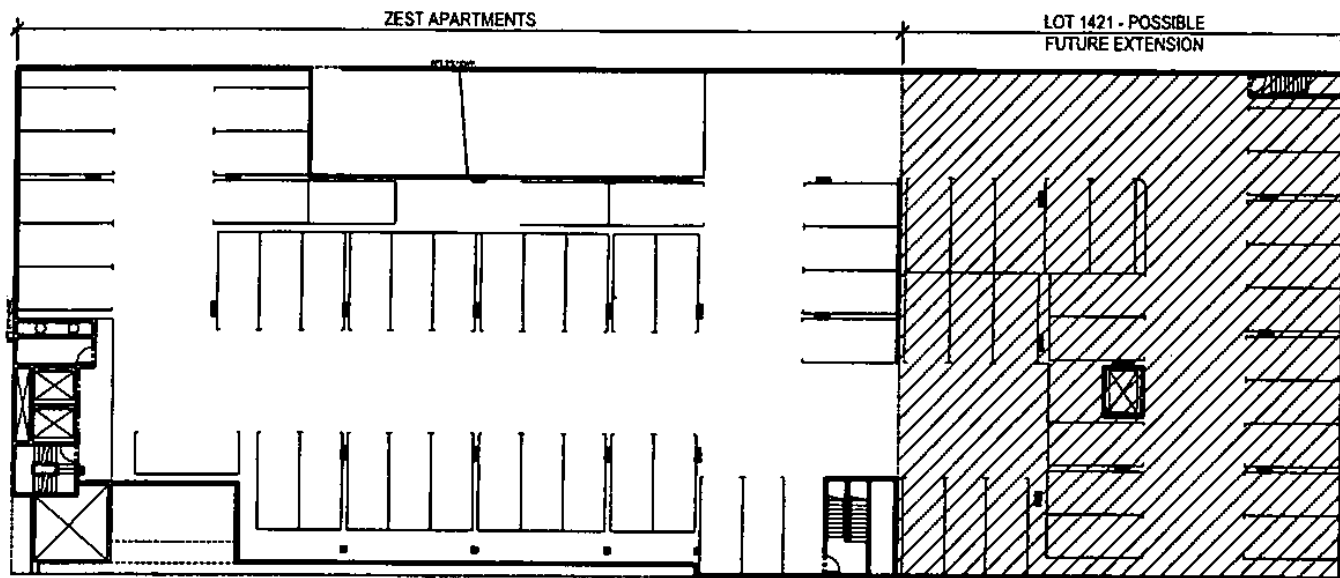


PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN
 PODIUM LEVEL PLAN
 41 CARPARKS
 1:200 @ A3 | 5.05.2010
 DA-2.104 | F

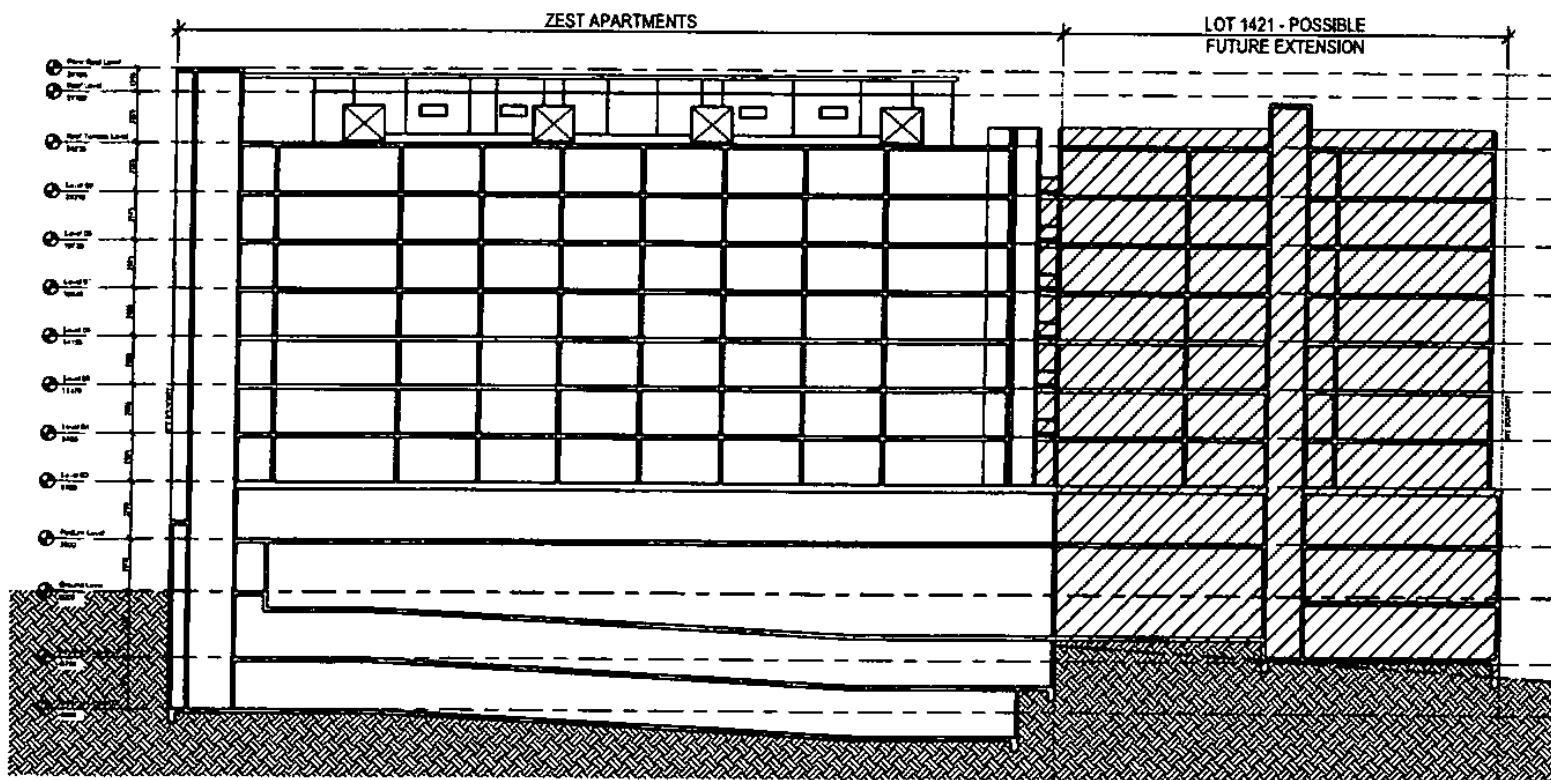




TYPICAL LEVEL PLAN (DOUBLE SITE)



PODIUM LEVEL CARPARK PLAN (DOUBLE SITE)



LONG SECTION - SOUTH (DOUBLE SITE)

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POSSIBLE FUTURE EXTENSION (SHOWN HATHED)

DISCLOSURE STATEMENT

Schedule 5 – First Scheme Statement

~ E

Form 113

Section 18

Unit Title Schemes Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

U T No:

Commissioner of Taxes use only

IMPORTANT NOTICE
Please Note Privacy Statement Overleaf

FIRST SCHEME STATEMENT
(NOTE 1)

	Volume	Folio	Location	Lot/Unit Description	Plan	
SCHEME LAND			Town of Darwin	Lot 1419	DIA000344	(NOTE 2)
			Town of Darwin	Lot 1420	DIA000344	

APPLICANT (NOTE 3)

Lock Street Pty Ltd (ACN 121 899 518) as trustee for the Gardiner Street No. 2 Trust

UNITS AND COMMON PROPERTY (NOTE 4)

104 Units comprising Units 101, 102, 301 to 314, 401 to 414, 501 to 514, 601 to 614, 701 to 714, 801 to 814, 901 to 914 and 1001 to 1004 and common property as shown on Plan [] lodged for registration with this Scheme Statement and attached to Schedule 4 of this Scheme Statement

ENTITLEMENT SCHEDULES (NOTE 5)

As set out in Schedule 1 of this Scheme Statement

SCHEME NAME (if any) (NOTE 6)

Zest Darwin Unit Title Scheme

BODY CORPORATE (NOTE 7)

Name (if any): Body Corporate for Zest Darwin Unit Title Scheme

Address for service of notices: 32 Benison Road, Winnellie, Northern Territory 0820

MANAGEMENT MODULE (NOTE 8)

Management Module 1 – standard scheme

BY-LAWS (NOTE 9)

As set out in Schedule 2 of this scheme statement.

NATURE AND PURPOSES OF THE SCHEME (NOTE 10)

As set out in Schedule 3 of this scheme statement.

PROGRESSIVE DEVELOPMENT (NOTE 11)

Not Applicable

HIGHER/SUBSIDIARY SCHEMES (NOTE 12)

Not Applicable

Registered on At

.....
 SIGNED by the Applicant
 on (Date)

In the presence of:

Qualified Witness:

.....
 SIGNED by the Applicant
 on (Date)

In the presence of:

Qualified Witness:

(NOTE 13)

.....
 SIGNED by the Applicant
 on (Date)

In the presence of:

Qualified Witness:

ENDORSEMENT OF CONSENT AUTHORITY
 This scheme statement is endorsed by the consent authority for the matters mentioned in section 18(1)(a) to (c) and (e) to (f) of the *Unit Title Schemes Act* and the exclusive use by-laws (if any)

.....
 Delegate
 Development Consent Authority

.....
 PRINT NAME
 on (Date)

SCHEDULE OF NOTES

1. This form is to be used for the formation of any scheme, including a subsidiary scheme.
2. Volume and Folio references must be given together with a description of the location, the lot number and plan number. If a certificate as to title has been issued it must be produced.
3. Insert full name. Address is not required. Refer to section 20 of the *Unit Title Schemes Act*.
4. Insert details of the Units and Common Property to be issued. Reference to survey plan must be included and plans attached to the scheme statement. Section 18(1)(c) of the *Unit Title Schemes Act* applies.
5. Refer to section 18(1)(d) of the *Unit Title Schemes Act*. Attach the entitlement schedules and a statement of the basis of any inequality between the unit entitlements of different units.
6. Insert name (optional). If not applicable insert 'Not applicable' on the form. An identifying number will be allocated.
7. Insert name (optional). If no name, insert 'Not applicable' on the form. An identifying number will be allocated. Insert address for service. The address can be a postal address.
8. Insert the management module that applies to the scheme statement (optional). See section 3 of the *Unit Title Schemes (Management Modules) Regulations*.
9. Insert Schedule number and provide full details on an attachment to the scheme statement (optional).
10. Insert Schedule number and provide full details on an attachment to the scheme statement.
11. If not applicable insert 'Not applicable' on the form. If applicable, insert Schedule number on the form and provide full details on an attachment to the scheme statement.
12. If not applicable, insert 'Not applicable' on the form. If applicable, insert on the form the scheme number(s) of any higher schemes to which this scheme is a subsidiary scheme and provide full details on an attachment to the scheme statement, including the number and name (if any) of each of these schemes higher and subsidiary schemes.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Profession Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.
 A witness to an instrument executed by an individual must first:
 - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
 - have the individual execute the document in the presence of the witness;
 - not be a party to the instrument; and
 - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).
 After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.
 For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.
 For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.
14. For any consents required please use Form 93 General Consent Form.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SCHEDULE 1 – Entitlements Schedule

Unit No.	Contribution Entitlement	Interest Entitlement
Unit No. 101	82	82
Unit No. 102	35	35
Unit No. 301	79	79
Unit No. 302	73	73
Unit No. 303	73	73
Unit No. 304	70	70
Unit No. 305	70	70
Unit No. 306	79	79
Unit No. 307	69	69
Unit No. 308	54	54
Unit No. 309	54	54
Unit No. 310	54	54
Unit No. 311	54	54
Unit No. 312	54	54
Unit No. 313	54	54
Unit No. 314	68	68
Unit No. 401	67	67
Unit No. 402	67	67
Unit No. 403	67	67
Unit No. 404	67	67
Unit No. 405	67	67
Unit No. 406	67	67
Unit No. 407	67	67
Unit No. 408	54	54
Unit No. 409	54	54

Form 113

Scheme Statement – Zest Darwin Unit Title Scheme

Unit No.	Contribution Entitlement	Interest Entitlement
Unit No. 410	54	54
Unit No. 411	54	54
Unit No. 412	54	54
Unit No. 413	54	54
Unit No. 414	69	69
Unit No. 501	69	69
Unit No. 502	69	69
Unit No. 503	69	69
Unit No. 504	69	69
Unit No. 505	69	69
Unit No. 506	69	69
Unit No. 507	69	69
Unit No. 508	55	55
Unit No. 509	55	55
Unit No. 510	55	55
Unit No. 511	55	55
Unit No. 512	55	55
Unit No. 513	55	55
Unit No. 514	70	70
Unit No. 601	71	71
Unit No. 602	71	71
Unit No. 603	71	71
Unit No. 604	71	71
Unit No. 605	71	71
Unit No. 606	71	71
Unit No. 607	71	71
Unit No. 608	57	57

Form 113

Scheme Statement – Zest Darwin Unit Title Scheme

Unit No.	Contribution Entitlement	Interest Entitlement
Unit No. 609	57	57
Unit No. 610	57	57
Unit No. 611	57	57
Unit No. 612	57	57
Unit No. 613	57	57
Unit No. 614	71	71
Unit No. 701	73	73
Unit No. 702	73	73
Unit No. 703	73	73
Unit No. 704	73	73
Unit No. 705	73	73
Unit No. 706	73	73
Unit No. 707	73	73
Unit No. 708	59	59
Unit No. 709	59	59
Unit No. 710	59	59
Unit No. 711	59	59
Unit No. 712	59	59
Unit No. 713	59	59
Unit No. 714	73	73
Unit No. 801	75	75
Unit No. 802	75	75
Unit No. 803	75	75
Unit No. 804	75	75
Unit No. 805	75	75
Unit No. 806	75	75
Unit No. 807	75	75

Form 113

Scheme Statement – Zest Darwin Unit Title Scheme

Unit No.	Contribution Entitlement	Interest Entitlement
Unit No. 808	61	61
Unit No. 809	61	61
Unit No. 810	61	61
Unit No. 811	61	61
Unit No. 812	61	61
Unit No. 813	61	61
Unit No. 814	75	75
Unit No. 901	77	77
Unit No. 902	77	77
Unit No. 903	77	77
Unit No. 904	77	77
Unit No. 905	78	78
Unit No. 906	78	78
Unit No. 907	78	78
Unit No. 908	63	63
Unit No. 909	63	63
Unit No. 910	63	63
Unit No. 911	63	63
Unit No. 912	63	63
Unit No. 913	63	63
Unit No. 914	77	77
Unit No. 1001	110	110
Unit No. 1002	101	101
Unit No. 1003	101	101
Unit No. 1004	110	110
Total	7000	7000

Section 39 (5) of the Act states that to the extent to which it is just and equitable to do so, the contribution entitlement of each unit must be equal. It is not considered just and equitable that the contribution entitlements of each of the units in the Scheme must be equal, but that having regard to the matters required to be considered under section 39 (6), establishment of contribution entitlements based on a combination of factors including the characteristics of the scheme and the units, the status of the scheme and unit values is more just and equitable.

Form 113

Scheme Statement – Zest Darwin Unit Title Scheme

SCHEDULE 2 – By-laws

The By-laws are annexed to this schedule 2

Schedule 2 - Scheme Statement - Zest Darwin Unit Title Scheme By-Laws

Schedule 2 Scheme Statement - Zest Darwin Unit Title Scheme By-Laws

These By-laws are made pursuant to section 95 of the Act and apply in place of the by-laws at Schedule 2 of the Act.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these By-laws, unless the subject matter or context otherwise requires:

Act means the *Unit Title Schemes Act (NT)*;

Authorised Agent means a person authorised by the Body Corporate.

Body Corporate means the Body Corporate established under the Act.

Building means the building or buildings the subject of the Units Plan.

By-laws means these by-laws or any specified part of them;

Caretaker means that person or corporation who has been engaged by the Body Corporate to provide caretaking services in respect of the Common Property.

Caretaking Agreement means the Caretaking Agreement (if any) entered into between the Body Corporate and the Caretaker;

Committee means the committee of the Body Corporate;

Common Property means the common property within the meaning of the Act vested in the Body Corporate.

Letting Agent means that person or corporation who has been engaged by the Body Corporate to provide letting and other services to the Owners of Lots.

Letting Agreement means the Letting Agreement (if any) entered into between the Body Corporate and the Letting Agent;

Lot means any lot, Unit, Common Property or other interest within the Parcel in respect of which a certificate as to title has been issued under the Land Title Act.

Management Module means the Management Module 1 – standard scheme.

Owner means a person who is or entitled to be the registered owner of a Lot and a person who is bound by these By-laws.

Occupier means a person, whether or not the Owner of the lot, who lives on a Lot or who occupies a Lot for business purposes or works on a Lot in carrying on a business from the Lot and it includes a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees.

Schedule 2 - Scheme Statement - Zest Darwin Unit Title Scheme By-Laws

Original Owner means Lock Street Pty Ltd (ACN 1121 899 518) as trustee for the Gardiner Street No. 2 Trust together with its successors and assigns and includes:

- (a) any contractor of or person authorised by or acting for the purposes of the Original Owner in connection with the constructions or the Building or any part thereof, any rectification or other works within the Parcel; and
- (b) any related entity (within the meaning if the *Corporations Act 2001*) of the Original Owner.

Parcel means Lot 1419 Town of Darwin and Lot 1420 Town of Darwin and any additional land added thereto.

"Scheme" means the Zest Darwin Unit Title Scheme established by registration of the Scheme Statement.

"Scheme Statement" means the scheme statement for the Zest Darwin Unit Titles Scheme, of which these By-laws form part and includes any amended or subsequent Scheme Statement.

"Service Contractor" means a person engaged in writing by the Body Corporate (other than as an employee of the Body Corporate) to supply services (other than administrative services) to the Body Corporate;

"Utility Infrastructure" means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with Utility Services; and

"Utility Service" means:

- (a) water reticulation or supply;
- (b) gas reticulation or supply;
- (c) electricity supply;
- (d) air-conditioning;
- (e) a telephone service;
- (f) a cable or satellite TV service;
- (g) a computer data or television service;
- (h) a sewer system;
- (i) drainage;
- (j) a system for the removal or disposal of garbage or waste;
- (k) a ventilation or air extraction system; or
- (l) any other system or service designed to improve the amenity or enhance the enjoyment of Lots or Common Property.

Schedule 2 - Scheme Statement - Zest Darwin Unit Title Scheme By-Laws

1.2 Interpretation

In the interpretation of these By-laws, unless the context or subject matter otherwise requires:

- (a) singular includes plural and vice versa and any gender includes every gender;
- (b) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (c) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (d) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of these By-laws;
- (e) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (f) where these By-laws provide that something will not be done, an Owner or Occupier is not to attempt to do that thing or permit that thing to be done;
- (g) where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions;
- (h) where these By-laws provide that a Owner or Occupier must obtain approval or the consent of the Body Corporate, that approval or consent may be given by the Committee; and
- (i) whether a term or expression is used in these By-laws and it is not defined in these By-laws it will (if applicable) have the meaning given to it in the Act or the Management Module applying to the Scheme.

2. DUTIES OF OWNERS**2.1 AN OWNER AND OCCUPIER MUST:**

- (a) permit the Body Corporate and its agents except in the case of an emergency (in which case no notice shall be required), upon one day's notice in writing access to the Lot to inspect, test, repair or replace the Utility Infrastructure in such Lot and to trace and repair any leakage or defect in the Utility Infrastructure (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the Owner or its invitees). If not so permitted, they may effect an entry. The Body Corporate, in exercising this power, must ensure that its employees, agents and contractors cause as little inconvenience to the Owner as is reasonable in the circumstances;
- (b) give to the Body Corporate prompt notice of any accident to or defect in the Utility Infrastructure in the Lot which comes to its knowledge, and allow the Body Corporate and its agents full authority in the circumstances having regard to the

Schedule 2 - Scheme Statement - Zest Darwin Unit Title Scheme By-Laws

urgency involved, to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary;

- (c) notify the Body Corporate forthwith upon any change in ownership, lease or sub-lease or other similar dealing in connection with the Lot;
- (d) ensure that any mailbox for the Owner's Lot located on the Common Property or visible from outside the Lot is cleared daily; and
- (e) observe the terms of any notice by the Body Corporate or of any statutory authority.

3. USE OF LOT

3.1 Residential and Commercial purpose

A Owner must not use its Lot for any purpose other than:

- (a) residential purposes where the Lot is a residential Lot;
- (b) for commercial purposes for the retail/commercial Lots; or
- (c) for a purpose which may be illegal or unlawful or be injurious to the reputation of the Scheme.

3.2 Costs

A Owner at its own cost must pay promptly all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Lot (including, without limitation, respond to any requirements, notices and orders of any relevant authority).

3.3 Car Spaces and Storage Areas

Where a car space or storage area forms part of a Lot then that area must be used for that intended purpose only.

3.4 Letting Agent's Unit

A Letting Agent may occupy and run the letting agent's business of Lots in the Scheme, from a Lot within the Scheme, as notified from time to time by the Letting Agent, (other than the first Lot occupied, which may be nominated by the Original Owner) and, which may be used for residential purposes as well as for the performance by the Letting Agent of the duties under the Letting Agreement. The Body Corporate may also grant the Letting Agent and the Caretaker an area if reasonably required by the Letting Agent and/or the Caretaker under an occupation authority over Common Property.

4. APPEARANCE OF LOT

4.1 Outside Appearance

An Owner, Occupier or any other person, must not:

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- (a) alter the outside appearance of the Lot;
- (b) cause to be constructed or placed to or upon any part of the Lot which can be viewed (from any place or angle whatsoever) external to the Lot any materials or items

unless such works or such act is first approved in writing by the Body Corporate unless the alteration is in the opinion of the Body Corporate considered to be minor and not detract from the amenity of the Lot and its surrounds.

4.2 Installation of aerials

An Occupier or Occupier must not, without the Body Corporate's written approval, erect any outside wireless, television aerial, sky dish receiver, satellite receiver units or condensers or things of a like nature on a Lot.

4.3 Alteration of colour

An Occupier or any other person must not, without the Body Corporate's written approval, alter the external colour of any improvement erected on a Lot.

4.4 Replacement of windows

An Owner or Occupier must keep the windows of the Lot clean and promptly replace the glass with the same kind, colour and weight to any that are broken or cracked.

4.5 Curtains etc

An Owner or Occupier must not:

- (a) hang curtains or install shutters visible from outside the Lot unless those curtains or shutters have a backing of off-white or cream colour without the prior written approval of the Body Corporate
- (b) install, renovate and/or replace a curtain, shutter or window tinting without having the colour and design of same approved by the Body Corporate.

In giving such approvals, the Body Corporate must ensure so far as practicable that curtain backings and window tinting is used in all Lots to present a uniform appearance when viewed from outside the Building (from any place or angle whatsoever).

4.6 Signs

Subject to By-law 4.7, a Owner or Occupier, must not, without the Body Corporate's written approval display a sign, advertisement, placard, banner, pamphlet or similar article within the Lot if it is visible from another Lot or the Common Property, or from outside the Parcel.

4.7 Letting Agent's Signs

Despite By-law 4.6, the Letting Agent and the Original Owner may affix and display such signage and advertisements on Common Property as may be reasonably required by the Letting Agent and the Original Owner.

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4.8 No External Blinds

An Occupier or Owner must not erect external blinds or awnings without the prior written approval of the Body Corporate.

4.9 Washing

An Owner or Occupier must not hang washing, bedding or other cloth articles except on any clothes line erected on the Lot for that purpose and approved by the Body Corporate.

4.10 Original Owner

By-laws 4.1, 4.2, 4.3, 4.5, 4.6, 4.8 and 4.9 do not apply to a Lot whilst it is still in the ownership of the Original Owner.

By-laws 4.1 and 4.5 do not apply to any shopfront of a retail and or commercial Lot and By-laws 4.1 and 4.6 do not apply to any sign, advertisement, placard, banner, pamphlet or similar article within a Retail and or commercial Lot in connection with business lawfully conducted within such Lot.

5. STRUCTURAL ALTERATIONS, RENOVATIONS AND REPAIRS

5.1 Restriction

A Owner or Occupier must not without the written consent of the Body Corporate and any approval required by law:

- (a) make a structural alteration to a Lot (including any alteration to gas, water and electrical installation);
- (b) alter any Utility Infrastructure;
- (c) effect any alteration or addition or installation to a Lot that changes the Utility Infrastructure and or the nature or extent of use of any Utility Service;
- (d) perform any works or erect any structure that will in any way alter the layout and construction of the services which are the property of the Body Corporate;
- (e) erect or affix any screen blind awning or other structure to the exterior of the Lot or the Common Property;
- (f) paint repaint or carry out work to or alter the exterior of a lot or the Common Property; or
- (g) permanently or temporarily enclose, cover or partially cover a balcony, terrace, court yard, driveway or car space of any Lot.

5.2 Exceptions

A Owner may install:

- (a) a locking or safety device to protect the Lot against intruders; or
- (b) a screen to prevent entry of animals or insects,

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if the device is soundly built and is consistent with colour, style and materials of the Building as determined by the Body Corporate from time to time.

5.3 Consents

Any consent or approval given by the Body Corporate to carry out construction, erection or installation of any kind will be conditional on the Owner first obtaining all necessary approvals from the local authority and other relevant authorities and providing all plans and details to the Body Corporate for its consideration as to whether to grant its approval.

5.4 Renovations

Subject to by-law 5.1, the renovation of any Lot must comply with the following:

- (a) all relevant permits (if any) to be obtained from all relevant authorities in compliance with all laws and these By-laws;
- (b) the By-laws to be adhered to during the course of any works;
- (c) any damage sustained to Common Property and Utility Infrastructure during the course of any works to be rectified by the Owner at the Owner's cost and to the satisfaction of the Body Corporate;
- (d) no load bearing walls or supports are to be removed or interfered with, without the written consent of the Body Corporate;
- (e) the Body Corporate is entitled to request inspections and copies of such plans and specification as it might consider necessary to enable it to grant its approval and the Owner must comply with all such requests;
- (f) a payment must be made to the Body Corporate as a security bond to cover any repairs, maintenance or cleaning resulting from the renovations;
- (g) providing all plans and details of the renovations to the Body corporate for its consideration as to whether to grant its approval.

5.5 Repairs

An Owner or Occupier must ensure that all repairs to a Lot are carried out promptly and in a workmanlike manner.

6. MAINTENANCE OF LOTS

6.1 General maintenance

An Owner or Occupier must:

- (a) maintain in good condition and repair the improvements constructed or installed on the Lot;
- (b) maintain the interior and exterior of a Lot in a clean condition and take all practical steps to prevent infestation by vermin, termites or insects; and
- (c) regularly (and at least once each month) clean the interior of all windows forming part

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of the Lot.

6.2 Balconies, Terraces and Garden Areas

An Owner or Occupier whose Lot contains a balcony, terrace, garden area or rooftop courtyard is responsible for the maintenance of that area whether it be included as part of a title to the Lot or by way of exclusive use of Common Property. The Owner must ensure that all grassed areas and any plants in such area are maintained in good health and condition and so as not to be offensive in appearance to other Owners and that the size and type of trees, shrubs, creepers, plants and the like must not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the view from another Lot or interfere with the use and enjoyment by other Owners of their Lots or of Common Property. An Owner must not, without the Body Corporate's written approval, plant any additional trees or shrubs on the Lot that will exceed one metres in height and have an invasive root system.

6.3 Compliance

The Committee by written notice to a Owner may require compliance with an obligation under By-laws 6.1, 6.2, 6.3 and 6.4. If such notice is not complied with to the Committee's reasonable satisfaction within three days after it is given, the Committee, in its discretion, may cause the relevant work to be undertaken to achieve compliance and the Owner must immediately on demand pay to the Body Corporate costs incurred or payable by the Body Corporate in that respect.

6.4 Access to Lot

An Owner or Occupier must allow the Committee and servants and contractors of the Body Corporate access to the Lot at all reasonable times for inspection as to compliance with By-laws 6.1 and 6.2 and works under By-law 6.3 after reasonable notice from the Committee of intention to enter onto the Lot for such purpose.

6.5 Painting and Exterior Maintenance and Cleaning

The Body Corporate will carry out the re-painting of the exterior of the improvements erected on each Lot with a colour consistent with the current colour scheme (or such other colour scheme decided by the Committee) as and when determined by the Body Corporate, and in any event at least every 10 years. Where the roof top floor of the Building forms part of any Lots, the Owners of such Lots must allow the Body Corporate and its agents, upon reasonable prior notice, access to such Lots for all purposes reasonably necessary to re-paint the exterior of the Building and to otherwise maintain and clean the exterior of the Building and to maintain repair or replace any and all Utility Infrastructure on or in the roof top floor. In addition, the Owners of such Lots must allow the Body Corporate and its agents, upon reasonable prior notice, access to the common property roof constructed over the roof top floor for the purpose of inspection and for carrying out work that the Body Corporate is authorised or required to carry out pursuant to the Act. The Body Corporate in exercising this power must ensure that its employees, agents and contractors cause as little inconvenience to the Owners as is reasonably in the circumstances.

7. AIR CONDITIONING**7.1 Maintenance**

Each Owner is responsible for the maintenance of the air conditioning unit(s) (if any)

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servicing the Lot and must ensure that the air conditioning unit(s) is operated in a quiet manner so as not to cause a nuisance to any other Owner.

7.2 Policy

The Committee must establish and maintain a suitable policy regulating the installation of air conditioners within the Scheme.

7.3 Installation

A Owner must not install an air conditioning system or replace an air conditioning system unless:

- (a) the Committee first approves the new system to be installed;
- (b) the Owner complies with any rules set out by the Committee as to the installation, replacement and operation of the air conditioning system.

8. VEHICLES

8.1 Restriction

A person must not:

- (a) park a vehicle or allow a vehicle to stand on the Common Property except in designated car parking areas;
- (b) permit a Owner's invitee to park a vehicle or allow a vehicle to stand on the Common Property, except in areas designed as visitor car parking areas for the permitted time;
- (c) permit any trailer, boat, caravan, campervan or mobile home on the Common Property other than within a car parking space and must not permit any trailer, boat, caravan, campervan or mobile home to be occupied on the Common Property including any car parking space; or
- (d) cause or allow a vehicle to leak oil, grease, brake fluid or other motoring fluids onto the Common Property.

8.2 Occupiers parking

An Occupier must not park or stand any vehicle in any area set aside for visitor parking.

8.3 Car Park space cleaning

The Body Corporate has the authority of the Owners and Occupiers of Lots and is empowered, but not obliged, to organise cleaning services for any car park spaces forming part of Lots and Common Property and to pay for any such service out of administrative fund levies for the Body corporate.

8.4 Compliance

A Owner must observe and comply with all signs erected on the Common Property by the Body Corporate and comply with all reasonable directions of the Building Manager in relation to traffic direction, traffic flow, speed restrictions, vehicle restrictions and pedestrian access.

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9. STORAGE OF FLAMMABLE MATERIALS

9.1 Restriction

Except with the Body Corporate's written consent or as may otherwise be approved by the Body Corporate, a Owner or Occupier must not use or store any flammable chemical, liquid, gas or other flammable substance upon:

- (a) a Lot, except for those used or intended to be used for domestic purposes; or
- (b) the Common Property, except for any such substance contained in a fuel tank of a motor vehicle, boat or internal combustion engine.

9.2 Exception

By-law 9.1 does not apply to any flammable substances used or stored by the Caretaker in performing its duties.

9.3 Insurance premiums/fire safety

A Owner or Occupier, must not bring to or do or keep anything in his or her Lot which increases the rate of insurance premiums on the Lots or the Common Property or which breaches any law about fire safety.

10. RUBBISH DISPOSAL

10.1 Compliance

A Owner or Occupier must:

- (a) not deposit or throw upon the Common Property (including any exclusive use area) any paper rubbish, refuse, cigarette butts, dirt, dust or other thing likely to interfere with the peaceful enjoyment of other Owners or of any person lawfully using the Common Property;
- (b) comply with all reasonable directions of the Caretaker in relation to the disposal or recycling of garbage;
- (c) unless the Body Corporate provides some other way of garbage disposal, keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose;
- (d) comply with all local government local laws about disposal of garbage and ensure that it does not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners.

10.2 Indemnity

Any damage or costs for cleaning or repair caused by a breach of By-law 10.1 and 10.3 must be borne by the Owner concerned.

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10.3 Garbage Chutes

If garbage chutes are available for the disposal of garbage from a Lot, a person, Owner and Occupier must:

- (a) never place recyclable material, bottles or tins in the garbage chute;
- (b) ensure that before any garbage is placed in the chute it is securely wrapped; and
- (c) ensure that the size of any garbage being placed in the garbage chute can travel freely down the chute.

The cost of rectifying any damage or blockage in or to the garbage chute resulting from misuse or negligence must be borne by the Owner or Occupier of the Lot who caused the damage.

10.4 Rubbish, Waste and Spillage

An Owner or Occupier or any other person must not leave, throw, deposit or spill or allow to fall or permit or suffer to be thrown or fall any rubbish, object, substance or other materials out of the windows or doors or down the staircase or passages from balconies, from the roof or in the passageways of the Building or on any Common Property, other than in receptacles provided for that purpose. The Owner or Occupier of a Unit must immediately clean and disinfect any waste or other spillage on Common Property caused by them or their invitees, and must compensate the Body Corporate for the cost of so doing if attended to by the Body Corporate.

11. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance being detected in any Lot, the Owner or Occupier of such Lot must give, or cause to be given, written notice and any other information which may be required to the Body Corporate and must pay to the Body Corporate the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

12. UTILITY INFRASTRUCTURE

12.1 Use of appurtenances

The Utility Infrastructure installed in the Lot and in the Common Property must not be used for any purpose other than the purpose for which they were constructed, and no sweepings or rubbish or other unsuitable substance must be deposited in them.

12.2 Misuse

Any damage or blockage resulting to such Utility Infrastructure installed in the Lots and in the Common Property) from misuse or negligence must be borne by the Owner responsible for such misuse or negligence, irrespective of whether the damage or misuse is caused by such Owner's own actions or those of the Owner's invitees.

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12.3 Use of water

A Owner must not waste water and must ensure that all water taps in the Lot or on Common Property are properly turned off after use and shall promptly repair any dripping or leaking tap.

13. KEEPING OF ANIMALS

13.1 Permitted animals

Subject to laws to the contrary and the provisions of the Act, Owners only may bring and keep one animal per Lot in the Building provided the animal is kept under control at all times, does not create a nuisance to other Owners, is carried over Common Property or kept on a leash whilst crossing Common Property and under no circumstances is left on Common Property. If the Owner does not comply with these conditions then on 30 days' written notice from the Committee, the Owner must remove the animal from the Lot and the Parcel.

13.2 Approval Required

A Owner must obtain the Committee's written approval before permitting an invitee or Occupier (who is not an Owner) to bring, an animal onto the Lot or the Common Property which approval may be granted on such terms as the Committee in its discretion deems appropriate.

13.3 Interpretation

For the purposes of By-law 13 the word "animal" means an animal not exceeding 10 kilograms in weight and includes, without limitation, dogs, cats, fish and birds.

14. NUISANCE

14.1 Noise

An Occupier must not create or permit in the Lot noise likely to interfere with the peaceful enjoyment of the Occupiers of another Lot or of any person lawfully using the Common Property. In particular, no Occupier must allow radios, television sets, stereos, computers or the like to emit noise so as to be heard from outside the Lot or likely to breach this By-law 14.1. If any unavoidable noise occurs in a Lot at any time, the Occupier must take all reasonable steps (including closing all doors, windows and curtains) to minimise the annoyance to other Occupiers.

14.2 Musical Instruments

An Occupier must not permit any musical instrument to be practiced or played in the Lot between the hours of 10:00pm and 8:00am. The quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00am and 10:00pm. The playing of musical instruments in these hours must not last longer than one hour at a time or for a total of more than three hours a day.

14.3 Peaceful enjoyment

An Occupier may only use and enjoy the Common Property in such a manner which does not unreasonably interfere with the use and enjoyment of it by other Occupiers. A Occupier

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must not use Common Property or behave in a way likely to interfere with the peaceful enjoyment of a Occupier of another Lot or any person lawfully using the Common Property.

14.4 Leaving Building

An Occupier must request invitees leaving the Building after 10:00pm to leave quietly. Quietness must be observed when a Occupier returns to the Building after 10:00pm and before 8:00am.

15. OBSTRUCTION

15.1 Interference with the Parcel

A person must not obstruct:

- (a) the lawful use of Common Property, except to the extent to which a Owner has been granted exclusive use of that Common Property and then subject to any terms of such grant; or
- (b) the pathways and driveways on the Parcel or any easements or rights giving access to and from the Parcel for any purpose.

15.2 Interference with Caretaker

A Occupier must not interfere with or obstruct the Caretaker from performing its duties or exercising its rights.

16. COMMON PROPERTY

16.1 Rules

The Committee may make rules from time to time with respect to the use of the Common Property and the pool, spa, steam room, change rooms, barbeque (if any) and recreational areas (if any) including the reservation of use of any such areas for particular Owners and their invitees.

16.2 No bikes, skateboards etc

A Owner must not at any time ride a bicycle, a skateboard, rollerblades or rollerskates or any similar things in or on any part of the Common Property.

16.3 Children

No child shall be allowed to be unattended on the Common Property.

16.4 Other use

The provisions of By-law 16 are subject to any authority to occupy part of the Common Property given by the Body Corporate to any Service Contractor engaged by the Body Corporate or Caretaker authorised by the Body Corporate ("**Occupation Authority**") and will only apply to the area the subject of such an Occupation Authority to the extent that the provisions of By-law 16 do not conflict with the purpose for which the Occupation Authority has been given.

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16.5 Notices

A Owner must observe the terms of any notice displayed on Common Property by authority of the Body Corporate or of any government or statutory authority.

16.6 Removals

An Occupier shall not remove any furniture, piano, safe or other large object into or out of any Lot without prior notice given to the Body Corporate, and the moving must be done in a manner and at the time directed by the Body Corporate or the Caretaker. Lift car protective curtains must be installed at all times when the lifts are being used to move large items.

16.7 Easements

Subject to the Act, the Body corporate shall be empowered to grant any easement, licence, right of way, or any other concession to enable any services whatsoever to pass through under or over Common Property, including the provision of manholes or inspections outlets.

17. DAMAGE TO GARDENS

A Owner or Occupier must not:

- (a) damage any lawn, garden, tree, shrub, plant, flower, fountain, pond or waterway which is part of or situated upon, Common Property; or
- (b) except with the Body Corporate's consent, use for its own purposes as a garden any portion of the Common Property unless the Owner has been granted exclusive use of such portion for the purposes of a garden.

18. DAMAGE TO COMMON PROPERTY

18.1 Restriction

A Owner must not mark, paint, drive nails or screws into or otherwise damage or deface any structure, furniture or other chattel that forms part of the Common Property, or is a Body Corporate asset, except with the written consent of the Body Corporate.

18.2 Indemnity

Any damage caused to the Common Property or a Body Corporate asset by a Owner or Occupier must be repaired at the Owner's or Occupier's cost and the Owner and/or occupier indemnify the Body Corporate for all such costs and damage.

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19. SECURITY SYSTEM**19.1 Operation**

The Body Corporate may operate a security system under which:

- (a) parts of the Parcel are secured against unauthorised entry; and
- (b) locks and other security devices or procedures are used to implement the security system.

19.2 Common Property

All security equipment installed on Common Property and used in connection with the provision of security for the Parcel will, with the exception of that equipment installed upon any Lot, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot which must be maintained at the cost and expense of the Owner of the Lot) which is the property of the Body Corporate must be repaired and maintained at the cost and expense of the Body Corporate. The Caretaker must repair and maintain the security equipment in the Caretaker's office at its expense.

19.3 No claims

In no circumstances will the Body Corporate (or the Caretaker) be responsible to a Owner (and the Owner is not entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended or a failure to detect the non-operation of any system. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the Owner will allow the Body Corporate by its employees, agents or contractors to enter upon the Lot (upon one day's notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be borne by the Owner of the Lot.

19.4 Rules and regulations

The Body Corporate is entitled to make rules and regulations for the benefit of all Owners regulating the security and the operation of it upon the Parcel. Such rules and regulations must not be inconsistent with these By-laws. The Owners must ensure compliance with such rules and regulations so made until they are revoked, amended or altered by a majority resolution of the Body Corporate in a general meeting.

19.5 Compliance

Owners must comply with the security system and must not do anything that may affect the operation of the security system.

19.6 Keys and codes

If the Body Corporate installs a security system that requires any type of key or a code for access then:

- (a) the Body Corporate must supply keys or the code to each Owner of a Lot who needs to access the relevant area;

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- (b) a Owner that loses a key must notify the Body Corporate as soon as possible;
- (c) the Body Corporate may cancel keys that are reasonably believed to be lost; and
- (d) the Body Corporate may issue replacement keys to a Owner, at the cost of the Owner, if a key is lost.

19.7 Limitation of Number of Keys

The Body Corporate at its discretion may limit the number of keys to the Common Property available to Owners of each Lot and must maintain a register of all key allocations and is authorised to charge a security deposit on such keys for an amount per key as it may determine from time to time.

19.8 Security to Lots

All doors and windows to any Lot must be securely fastened on all occasions when the Lot is left unoccupied and the Body Corporate reserves the right for itself or the Building Manager or any person appointed by it to enter and fasten them if left insecurely fastened.

20. RECOVERY OF COSTS

20.1 Payment on demand

A Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses), such amount to be deemed a liquidated debt incurred in:

- (a) recovering levies or moneys payable to the Body Corporate pursuant to the Act levied upon the Owner by the Body Corporate or otherwise pursuant to these By-laws;
- (b) all proceedings, including legal proceedings, concluded by way of settlement or court in favour of the Body Corporate taken by or against the Owner including but not limited to, applications for any order by a court.

20.2 Failure to pay

If the Owner fails to pay such costs and expenses after demand, the Body Corporate may:

- (a) treat such costs and expenses as a liquidated debt and take recovery action in any court of competent jurisdiction; and may
- (b) enter the demanded amount against the levy account of such Owner; and may charge interest on any such or other unpaid amount at a rate to be determined from time to time by the Committee.

20.3 Breaches

If the Body Corporate expends money to make good damage caused by a breach of the Act or of the By-laws by any Owner or Occupier, the Body Corporate may recover it from the Owner, by taking recovery action in any court of competent jurisdiction.

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21. SIGNAGE/SALE OF LOT

21.1 Original Owner

Whilst the Original Owner is the owner of any Lot in the Scheme, it and its officers, servants and/or agents may:

- (a) place such signs and other advertising and display material in and about the Building and the Common Property, which will not at any time, and from time to time, be more in terms of number and size, than is reasonably necessary;
- (b) conduct a sale or auction of a Lot within a Lot or on Common Property;
- (c) have full and uninterrupted access to the Building and Common Property for the purposes aforesaid during the hours of 10.00am to 10.00pm 7 days per week;
- (d) use any Lot as a display home and/or display offices and display shops and/or sale offices;
- (e) allow prospective purchasers or prospective lessees to inspect any Lot(s);
- (f) to use any signs, posters, placards, banners, advertising or display material in or about the Parcel and Common Property as it thinks fit (including in respect of land that is not within the Parcel)

21.2 Sale of Lot

- (a) The Owner or Occupier of a Lot must not erect any signage relating to the proposed sale of a Lot on Common Property or any part of a Lot which is visible from common Property without the prior written consent of the Body corporate which may be given with or without conditions.
- (b) The owner or Occupier of a Lot must not permit any auction sales to be conducted or take place on the Lot or on the Common Property.
- (c) This by-law 21.2 does not apply to the Original Owner.

22. RESTRICTED ACCESS AREAS

22.1 Restricted access

Any parts of the Common Property used for:

- (a) electrical substations, switchrooms or control panels;
- (b) fire service control panels;
- (c) telephone exchanges; or
- (d) other services to the Lots or Common Property,

may be kept locked by the Committee (or its appointed representative) unless otherwise required by law, and persons may not enter or open such locked areas without the prior consent of the Committee.

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22.2 Stored equipment

The Body Corporate may use appropriate parts of the Common Property to store equipment used for the performance of the duties of the Body Corporate and Building Manager in respect to the Common Property. Any such areas may be locked and access prohibited except with the authority of the Committee.

23. SPECIAL PRIVILEGES – CARETAKING/LETTING AGENT**23.1 Right to enter agreements**

The Body Corporate may grant to a party approved by the Body Corporate ("**Authorised Party**") the right to carry on for the Scheme the business of letting of Lots in the Scheme and the business of caretaking of the Scheme and provision of ancillary services and for those purposes is authorised to enter into from time to time appropriate agreements on such terms and conditions as the Body Corporate may deem fit ("**Agreements**").

23.2 Restrictions about conduct

For as long as there is in existence Agreements with an Authorised Party then:

- (a) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
- (b) the Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;
- (c) the Authorised Party will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Agreements;
- (d) the Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business nor must the Body Corporate (or any of its Owners individually) directly or indirectly conduct or attempt to conduct in a Lot or on the Parcel any business of a similar nature to the letting business;
- (e) the Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business other than the Authorised Party; and
- (f) the Body Corporate confers on the Authorised Party special privileges in respect of the whole of the Common Property (other than the Common Property the subject of an exclusive use grant) to use the Common Property in connection with the business carried out pursuant to the Agreements.

23.3 Continuing obligation of Body Corporate

The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which special privileges have been granted pursuant to By-law 23.

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23.4 Entry of agreements

The Body Corporate is authorised to enter into agreements of the type and nature contemplated by By-law 23.

23.5 Acknowledgements

The Owners, Occupiers and Body Corporate acknowledge that the Authorised Party may carry on its business as a letting agent including (without limitation):

- (a) the letting of Lots for permanent and/or holiday lettings;
- (b) the letting of Lots for short term or term stays;
- (c) the letting of Lots (long and short term) as self-contained units (with and without furniture and furnishings);
- (d) the letting of Lots (long and short term) as self-serviced apartments (with and without furniture and furnishings)
- (e) the sale of Lots;
- (f) and will hire equipment and items to the Authorised Party considers desirable and that are not contrary to the interests of the Body Corporate and the Owners;
- (g) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Complex and/or which the Authorised Party wishes to provide;

23.6 Authorised Party's Lot

The Letting Agent may occupy and run the letting agent's business of Lots in the Scheme, from a Lot within the Scheme, as notified from time to time by the Letting Agent, other than the first Lot occupied, which may be nominated by the Original Owner and, which may be used for residential purposes as well as for the performance by the Letting Agent of the duties under the Letting Agreement. The Body Corporate will also grant the Letting Agent an area if reasonably required by the Letting Agent under an occupation authority over Common Property.

24. BODY CORPORATE MAY EMPLOY

The Committee may employ, for and on behalf of the Body Corporate, such agents, contractors and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

25. TENANTS TO HAVE NOTICE OF BY-LAWS

A copy of these By-laws must be exhibited in a prominent place in any Lot made available for letting.

Schedule 2 - Scheme Statement - Zest Darwin Unit Title Scheme By-Laws

26. BEHAVIOUR OF INVITEES

A Owner must take all reasonable steps, including any action available to that Owner under any lease or licence agreement in relation to the Lot, to ensure that any Occupier or tenant complies with the provisions of these By-laws.

27. EXCLUSIVE USE AREAS**27.1 Car Parks**

The Body Corporate may from time to time at its absolute discretion allot car parking bays which form part of the Common Property to Owners by way of exclusive use or authority to use. It is the responsibility of that Owner to maintain and keep in a state of good repair and tidy condition the Common Property of which that Owner has exclusive use.

27.2 Storage

The Body Corporate may from time to time at its absolute discretion allot an area of the Common Property to Owners by way of exclusive use or authority to use. It is the responsibility of that Owner to maintain and keep in a state of good repair and tidy condition the Common Property of which that Owner has exclusive use.

27.3 Verandah/Balconies

The Body Corporate may from time to time at its absolute discretion allot an area of the Common Property to Owners by way of exclusive use or authority to use exclusive use and enjoyment of that area for recreational and all other purposes for use as a verandah and balcony. It is the responsibility of that Owner to maintain and keep in a state of good repair and tidy condition the Common Property of which that Owner has exclusive use.

27.4 Common Property Utility Infrastructure

Despite the grant of the exclusive use and enjoyment of those parts of the Common Property referred to in By-laws 27.1, 27.2 and 27.3 any and all Utility Infrastructure within those exclusive use areas, must not be interfered with by the Owners entitled to the use and enjoyment of the exclusive use area and such Owner must allow the Body Corporate and persons authorised by the Body Corporate access to such Utility Infrastructure for the purpose of inspection and for carrying out work that the Body Corporate is authorised or required to carry out pursuant to the Act.

27.5 COMMERCIAL LOTS**27.6 Owners to observe**

All Owners acknowledge that the commercial Lots/retail Lots form part of the Scheme.

27.7 Representative

The Owners must appoint to the Committee one of its Owners who owns a commercial or retail Lot (or as determined by resolution of the Committee) to be a member of the Committee.

Schedule 2 - Scheme Statement - Zest Darwin Unit Title Scheme By-Laws

28. FIRE SAFETY

All Owners must comply with all and any requests or directions of the Body Corporate regarding fire safety in the Building and in particular must not block either temporarily or permanently using furniture, white goods or the like any fire isolated staircase doors constructed in any Lot in the Building.

29. ENFORCEMENT OF BY-LAWS

These By-laws may be enforced by the Body Corporate in accordance with section 96 of the Act.

SCHEDULE 3 – Nature and Purposes of Scheme**A. Nature and Purposes of the Scheme**

The scheme involves the creation of 104 Units (102 residential Units and 2 commercial/retail Units) and common property out of the Scheme Land, to be known as 'Zest Darwin Unit Title Scheme' and comprising generally of the following:

The scheme is intended to be a 10 level building (i.e.) ground floor, podium level and levels 3 to 10, including a roof terrace) plus an underground basement (3 levels) and common property comprising:

- Commercial/Retail units(x 2) at the ground level
- 102 residential apartments
- Underground basements
- Roof Terrace
- 10 level building (including the Roof Terrace) plus basements
- Parking at the basement, ground and podium level.

The common property is intended to generally comprise the car parking areas at the basement levels and the podium level, lift wells, stair wells, walkways, foyers, common/public toilets, facilities/utilities rooms, store rooms some structural and service duct elements within the building and some external surfaces.

The purpose of the scheme is to create separate titles in respect of the 104 Units and a separate title for the common property.

The scheme and the development thereof is substantially as indicated in schedule 4.

B. Progressive Development

At the time of registration of this scheme statement, there is no currently intended further development of the scheme; however the scheme and each of the units in the scheme may be further developed in any manner permitted by the *Unit Title Schemes Act*. This scheme statement does not restrict further development in any way.

C. Higher and/or Subsidiary Schemes

At the time of registration of this scheme statement, the scheme is not a higher scheme or subsidiary scheme.

D. Unit Boundaries

Where Unit boundaries are specified on building title plans [] as centerlines of structures walls, ceiling, floors or other structures, such structures form part of the Unit to the extent that the structure is within the Unit boundary so specified.

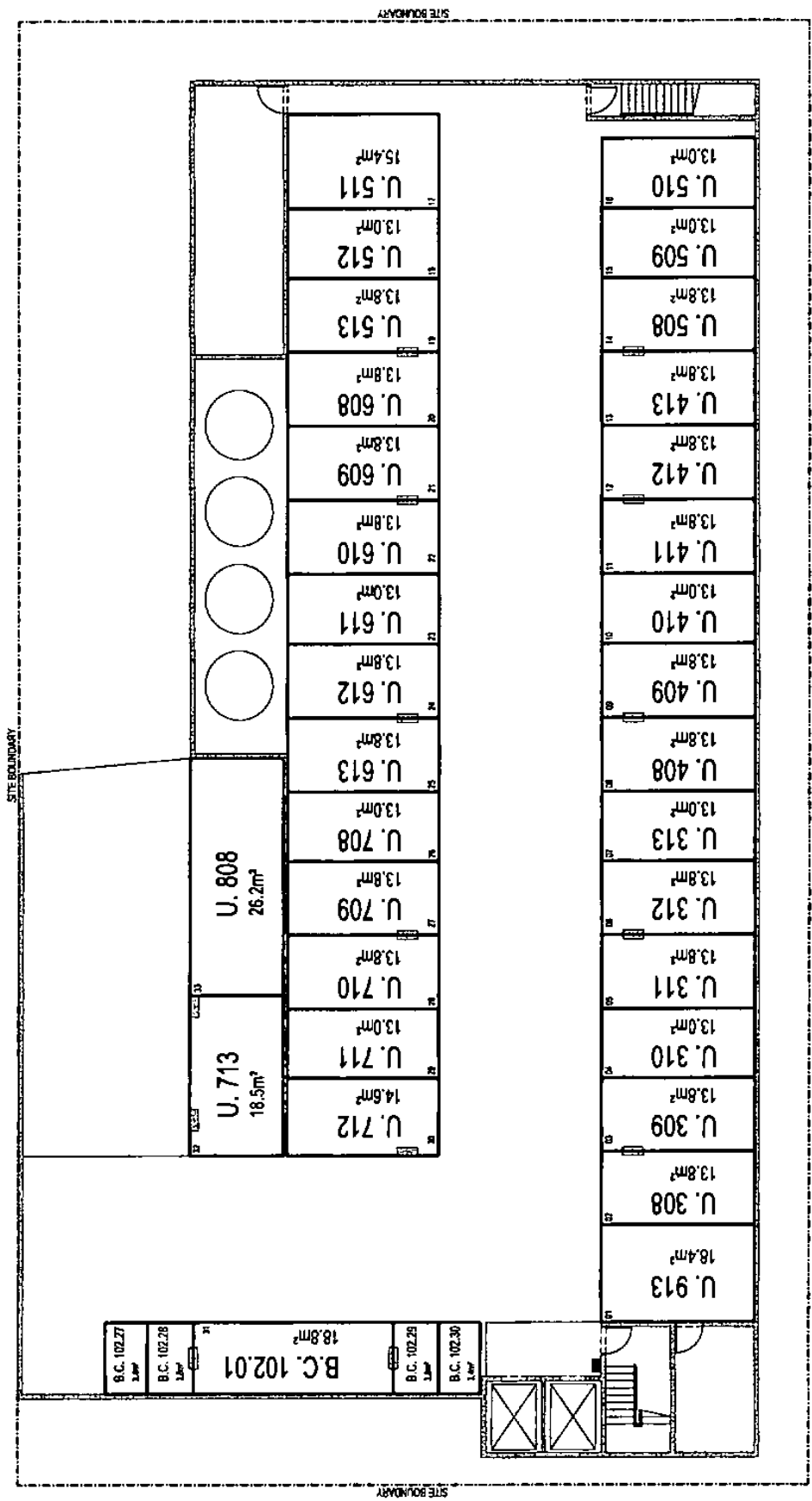
Form 113

Scheme Statement – Zest Darwin Unit Title Scheme

SCHEDULE 4 – Development of Scheme Land

Plans

[Refer to attached plans of Units and the Common Property including the exclusive use areas. These plans may be subject to variation and amendment]



PROJECT
 DESIGN DEVELOPMENT
 BASEMENT LEVEL 03
 TITLE PLAN

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 10/100 Sturges Street, Darwin NT 08
 Darwin NT 08
 T: 08 9399 1000
 F: 08 9399 1001
 E: info@insitedesign.com.au
 W: www.insitedesign.com.au

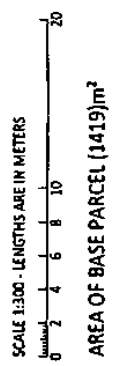


PROJECT
 DESIGN DEVELOPMENT
 BASEMENT LEVEL 03
 TITLE PLAN

PROJECT NO.	DD-2.400
DATE	05-004
SCALE	1:150 @ A3 (1:200 @ A4)
DATE	2 APR 2010
PROJECT NO.	05-004
DRAWING NO.	DD-2.400
REV	B

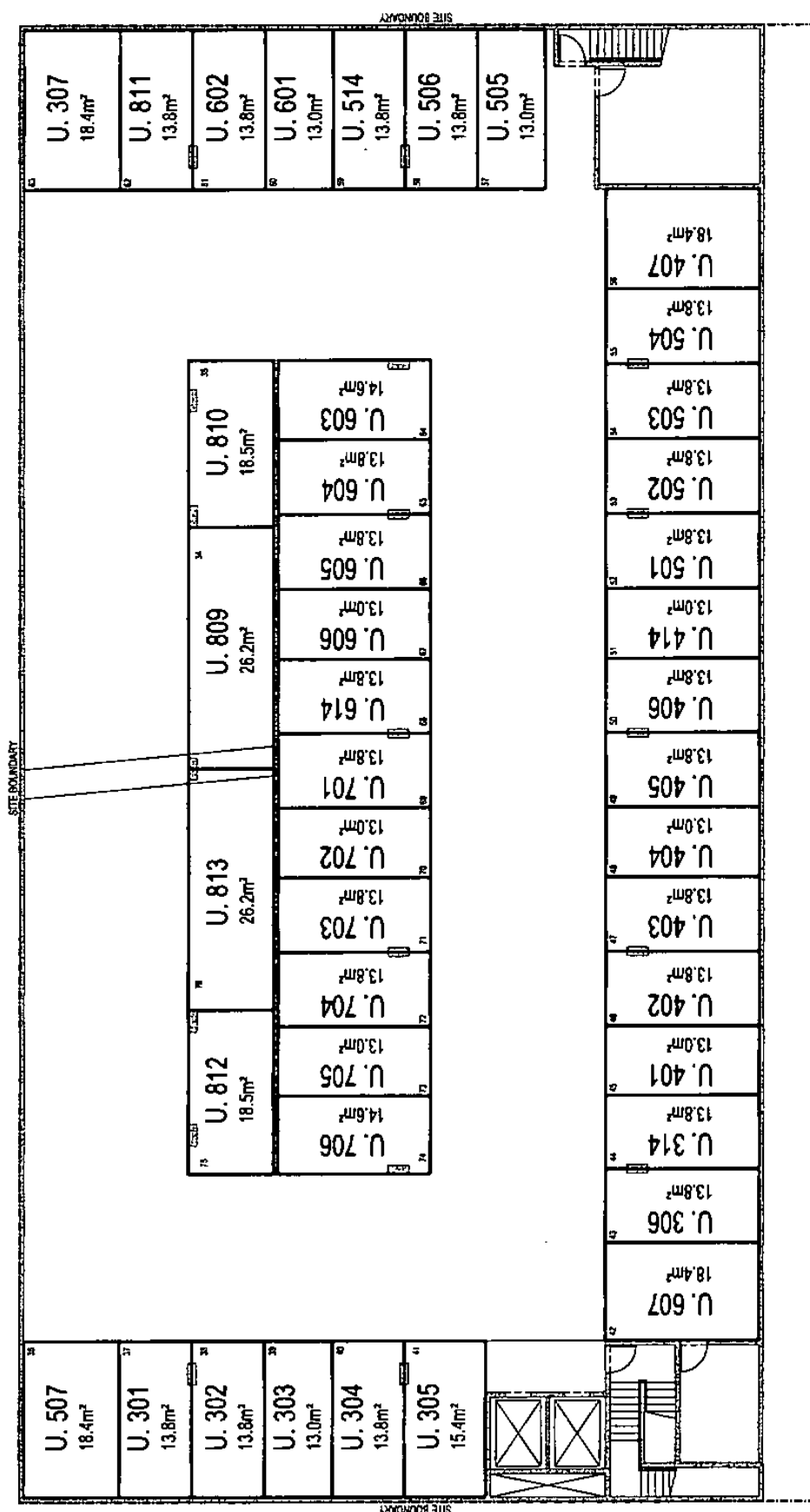
DRAFT ONLY

PLAN OF LOTS 101 - 1004 AND
 COMMON PROPERTY
 CANCELING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON



This plan is a true representation of the proposed Development however, the plan is subject to changes resulting from approvals, survey, construction, registration, location of services and development processes, therefore all the information contained on this plan including areas, lot numbers and boundaries are subject to change.

This note is an integral part of this plan.



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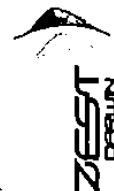
PLAN OF LOTS 101 - 1004 AND
COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON

SCALE 1:500 - LENGTHS ARE IN METERS
0 1 2 3 4 5 6 7 8 9 10 20
AREA OF BASE PARCEL (1419) m²

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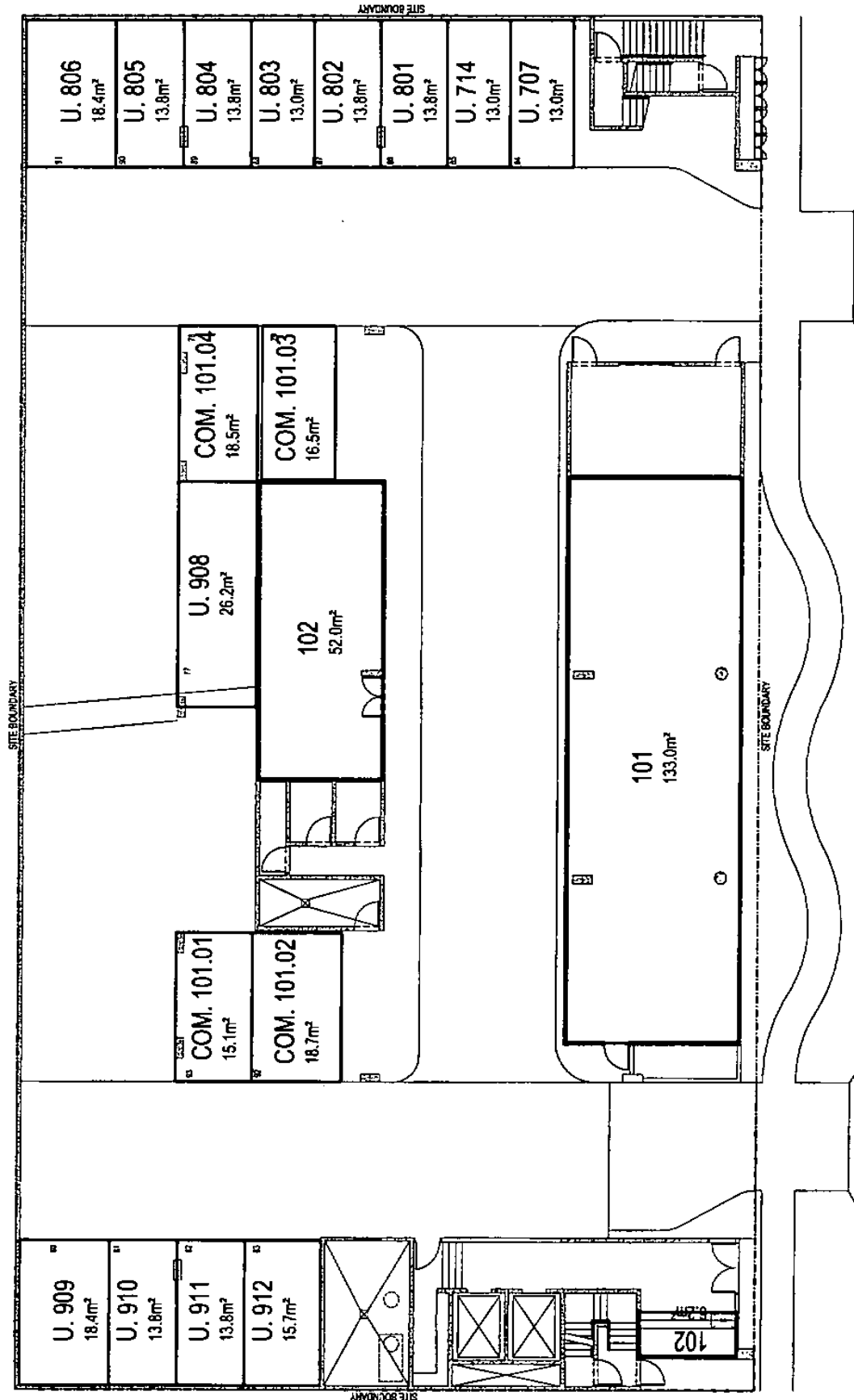
DATE OF ISSUE: 09/06/09
PROJECT NO: DD-2401

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PROJECT: LOTS 1419 & 1420 GARDNER ST, DARWIN
DRAWING TITLE: DESIGN DEVELOPMENT
BASEMENT LEVEL 02
TITLE PLAN

DESIGNER	JJ
DRAWN	MA
CHECKED	MA
PROJECT LEADER	MA
SCALE	1:100 @ A4, 1:500 @ A3
DATE	2 APRIL 2010
PROJECT NO.	DD-004
DRAWING NO.	DD-2401
REV	8



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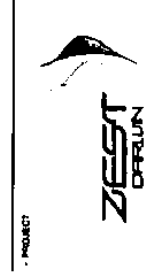
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 AREA OF BASE PARCEL (1419)m²

PLAN OF LOTS 101 - 1004 AND
 COMMON PROPERTY
 CANCELING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

DRAFT ONLY

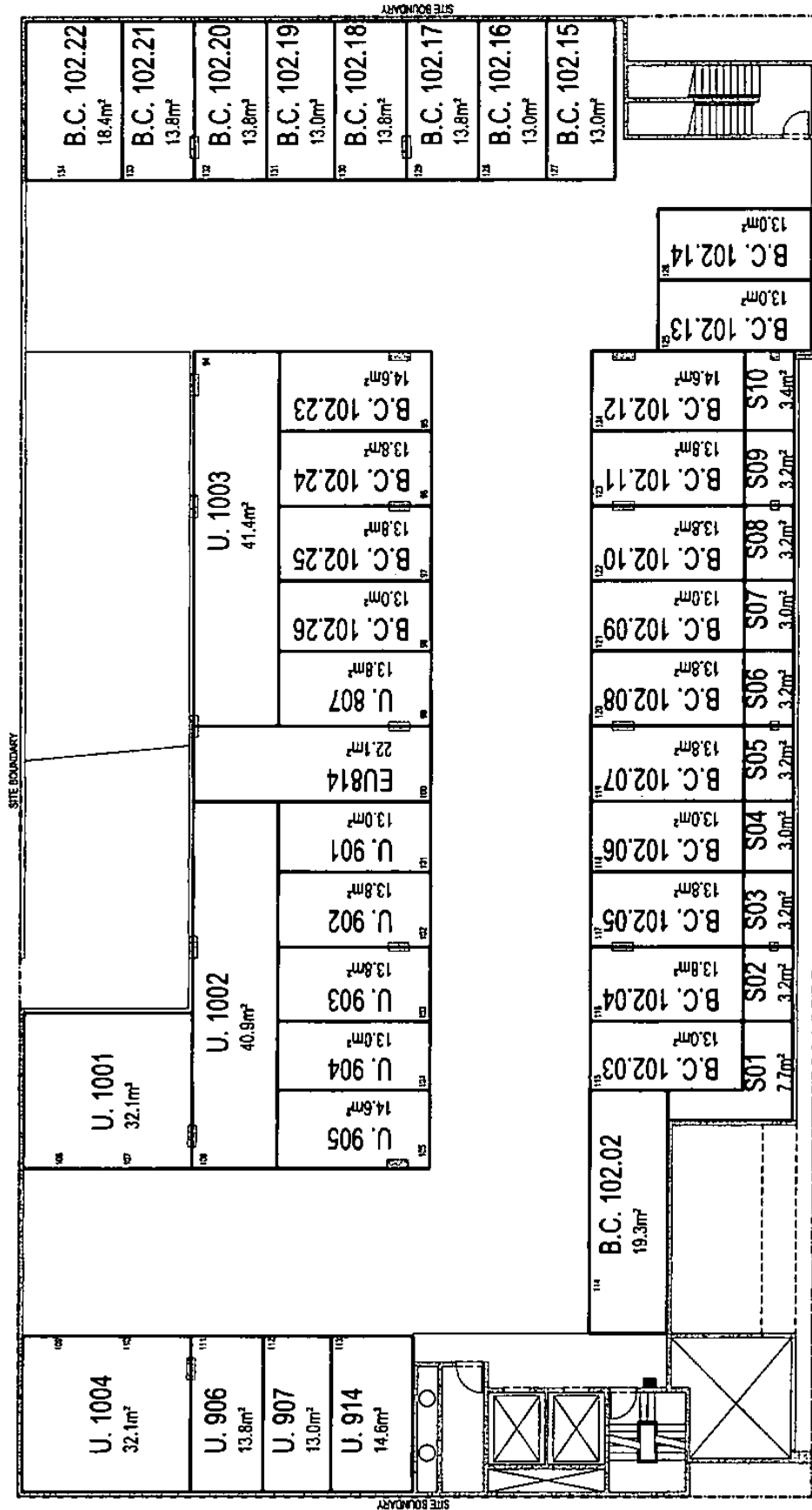
DATE: 01/07/2010
 PROJECT: DD-2.402

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 1/1150 @ AL 1300 @ 44
 2 JUNE 2010
 PROJECT NO: 09-004
 DRAWING NO: DD-2.402



PROJECT: LOTS 1419 & 1420 GARDNER ST, DARWIN
 DRAWING TITLE: DESIGN DEVELOPMENT BASEMENT LEVEL 01 & GROUND LEVEL TITLE PLAN

PROJECT	DD-2.402
DRAWING NO.	DD-2.402
DATE	2 JUNE 2010
PROJECT NO.	09-004
DRAWING TITLE	DESIGN DEVELOPMENT BASEMENT LEVEL 01 & GROUND LEVEL TITLE PLAN
PROJECT LOCATION	LOTS 1419 & 1420 GARDNER ST, DARWIN
PROJECT SURVEY	1/1150 @ AL 1300 @ 44
PROJECT NO.	09-004
DATE	2 JUNE 2010
DRAWING NO.	DD-2.402
PROJECT	LOTS 1419 & 1420 GARDNER ST, DARWIN



B.C. 102 AREAS:
 BASEMENT LEVEL 02 = 33.2m²
 PODIUM LEVEL = 349.5m²
 TOTAL = 382.7m²

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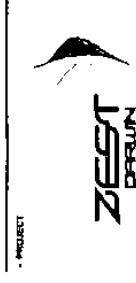
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 AREA OF BASE PARCEL (1419)m²

PLAN OF LOTS 101 - 1004 AND
 COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

DRAFT ONLY

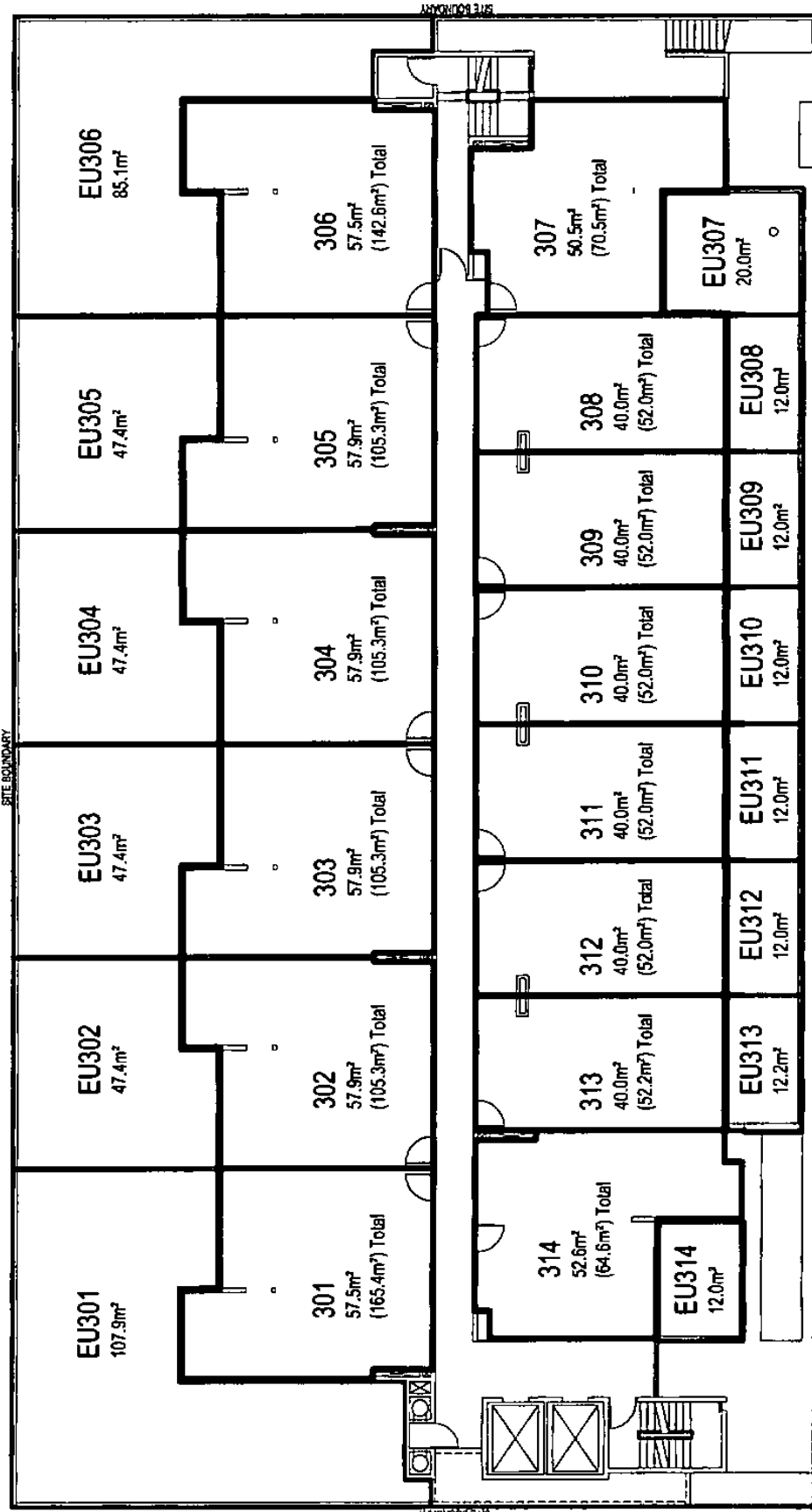
DATE: 21/06/2010
 BY: J. J. J. J.

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 1/110 @ AL 1,150 @ AL
 2.8/16/2010
 DD-2,403



LOTS 1419 & 1420 GARDINER ST. DARWIN
 DESIGN DEVELOPMENT
 PODIUM LEVEL TITLE PLAN

PROJECT NO. DD-2,403
 DRAWING NO. B
 PROJECT LEADER
 PROJECT NO. 08-004
 DATE: 2.8/16/2010
 SCALE: 1:150 @ AL, 1:150 @ PL
 PROJECT DIRECTOR



DATE: 08 APR 2010
PROJECT NO: 09-004
DRAWING NO: DD-2.404

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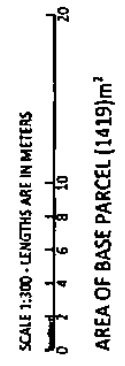
LOTS 1419 & 1420 GARDNER ST, DARWIN
CANCELLING TITLE
DESIGN DEVELOPMENT
LEVEL 03 TITLE PLAN

DATE	08 APR 2010
PROJECT NO	09-004
DRAWING NO	DD-2.404
REV	A

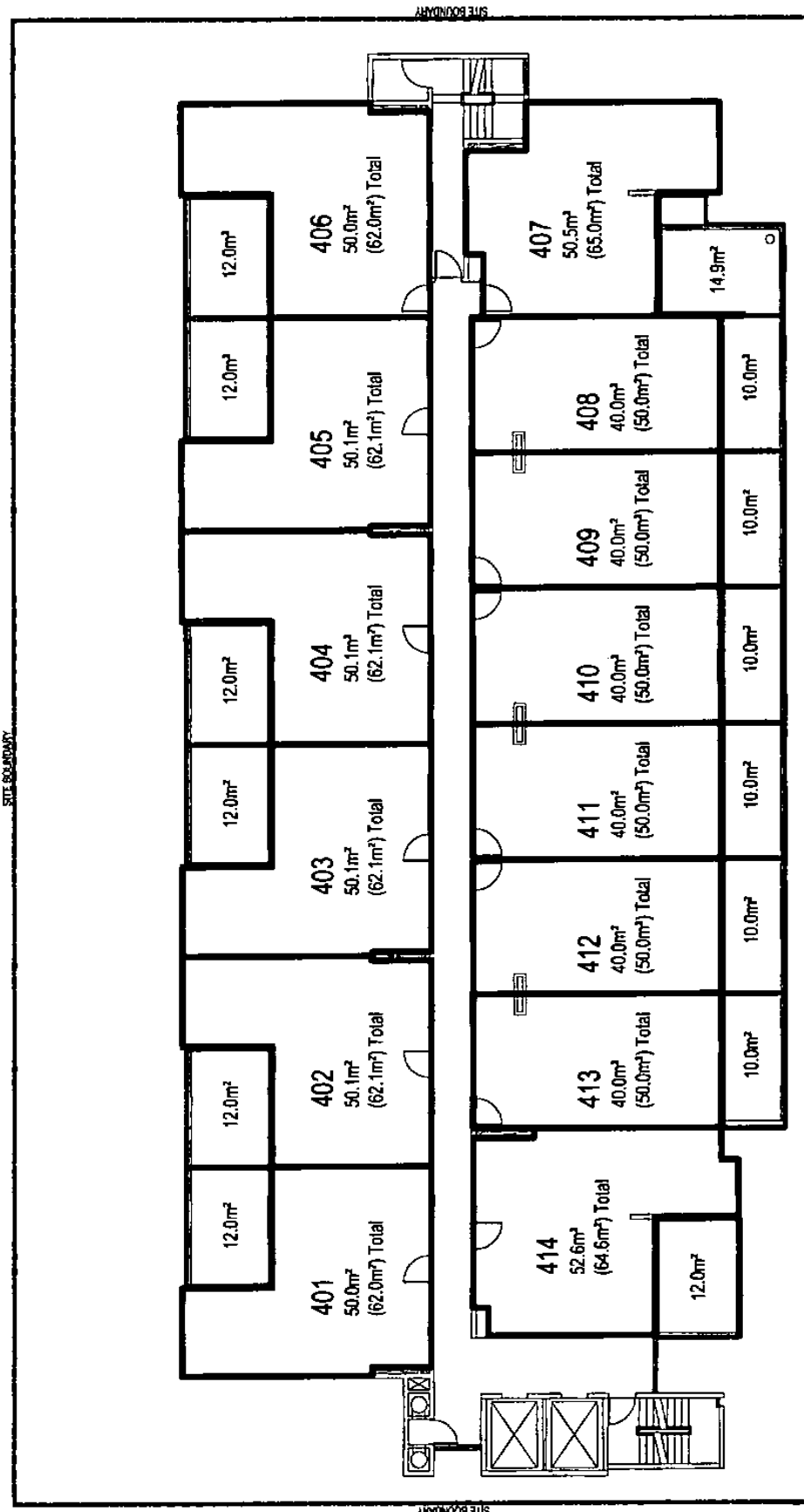


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PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON



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PLAN OF LOTS 101 - 1004 AND
COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON

SCALE 1:300 - LENGTHS ARE IN METERS
0 2 4 6 8 10 20
AREA OF BASE PARCEL (14.19)m²

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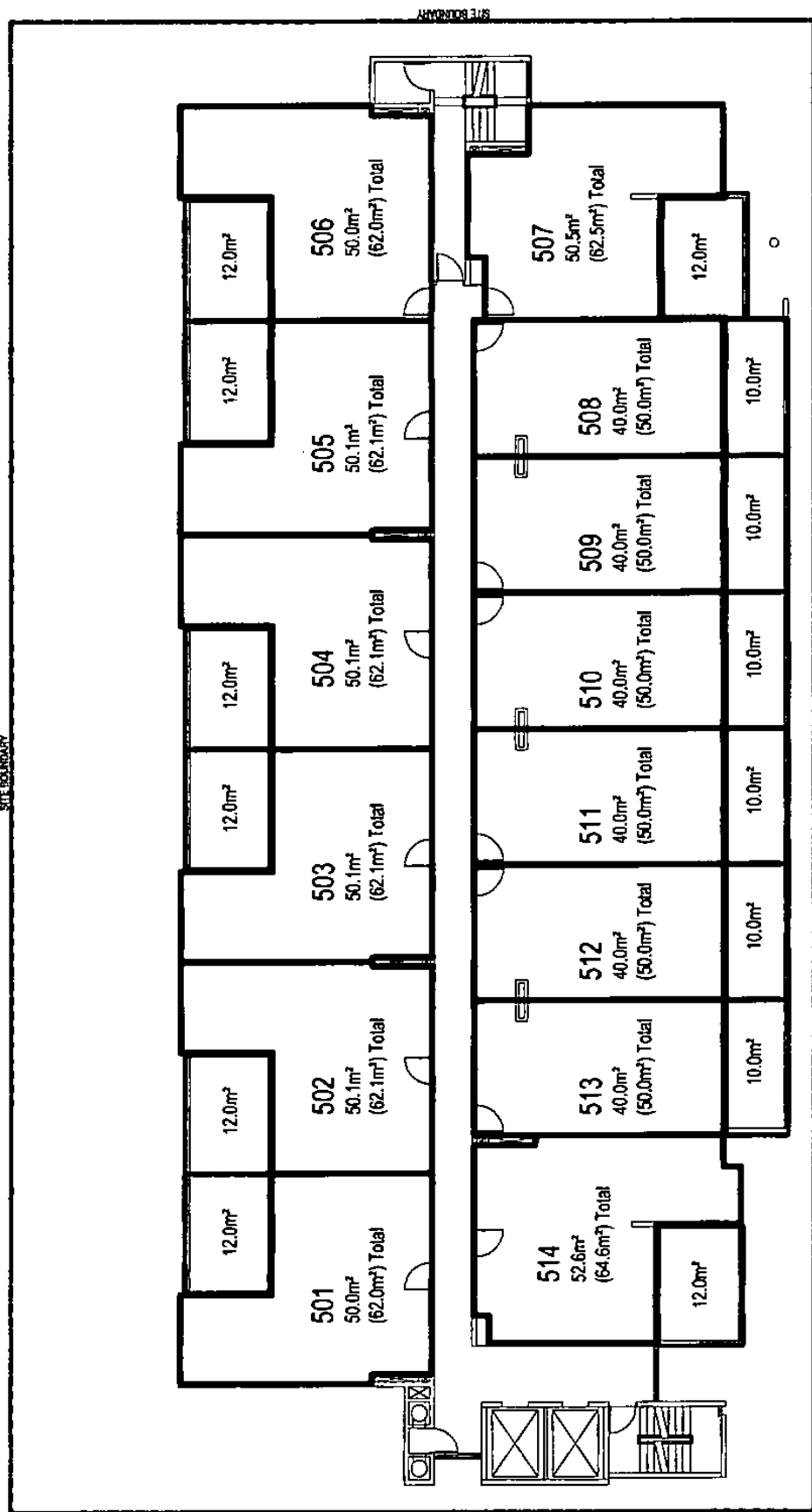
DATE: 09/04/2010
PROJECT NO: 05-004
DRAWING NO: DD-2,405

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LOTS 1419 & 1420 GARDNER ST. DARWIN
DRAWING TITLE
**DESIGN DEVELOPMENT
LEVEL 04 TITLE PLAN**

DATE	09/04/2010
PROJECT NO.	05-004
DRAWING NO.	DD-2,405
REV.	A



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PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

SCALE 1:200 - LENGTHS ARE IN METERS
 AREA OF BASE PARCEL (1419)m²

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DATE: 11/03/09
 DRAWN BY: J. J. JONES
 CHECKED BY: M. J. JONES

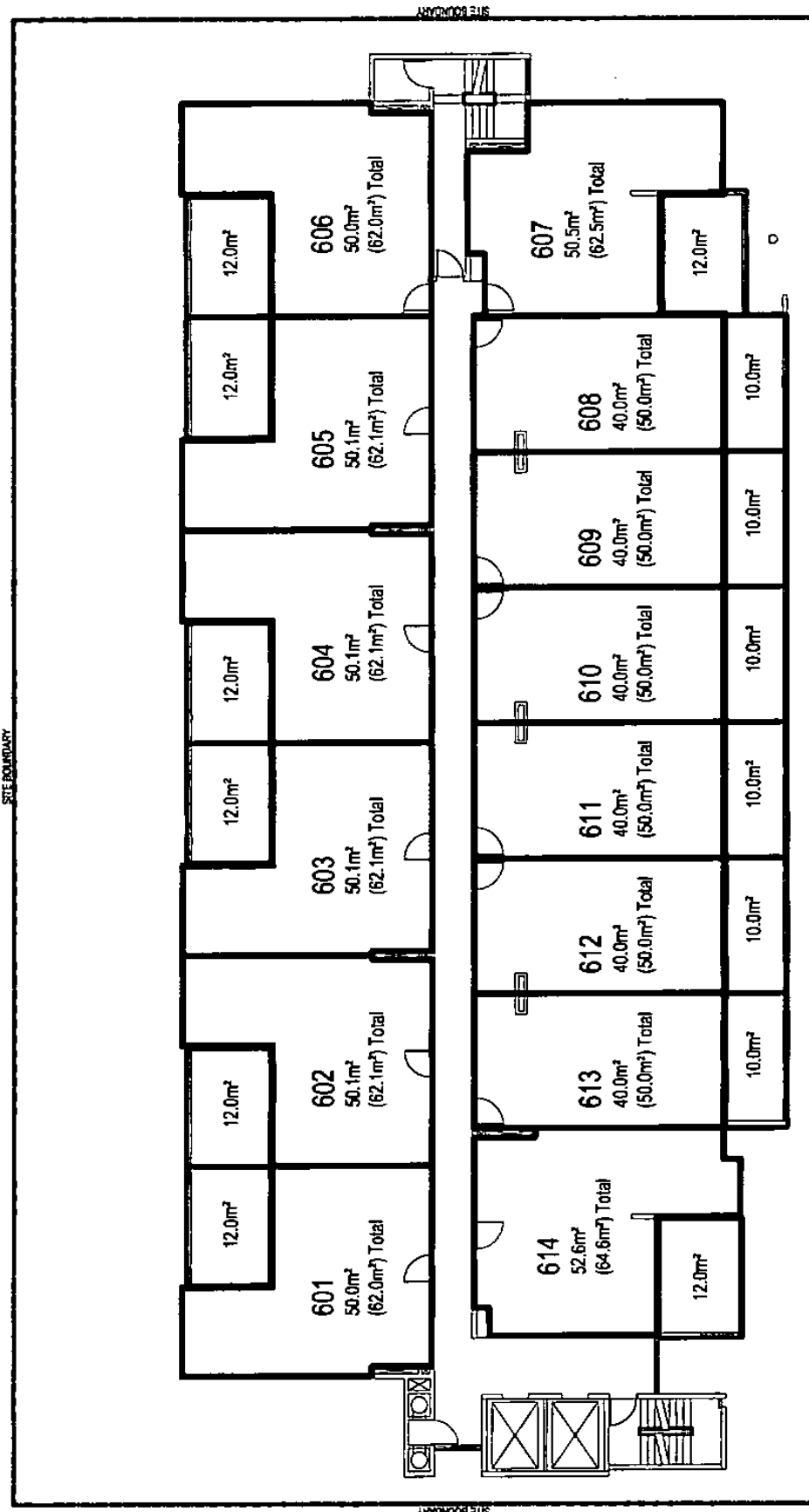
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 NT 08
 PH: 08 9392 1111
 FAX: 08 9392 1112
 WWW: www.insitedesign.com.au



PROJECT: LOTS 1419 & 1420 GARDNER ST, DARWIN
 DRAWING TITLE: DESIGN DEVELOPMENT LEVEL 05 TITLE PLAN

DATE	11/03/09
SCALE	1:200 @ A2, 1:500 @ A4
PROJECT NO.	09-004
DRAWING NO.	DD-2,406
REV	A





DATE: 17 FEBRUARY 2010
 DRAWN BY: J. J. JONES
 CHECKED BY: M. J. JONES

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PROJECT: LOTS 1419 & 1420 GARDNER ST, DARWIN
 DRAWING TITLE: DESIGN DEVELOPMENT
 LEVEL 08 TITLE PLAN

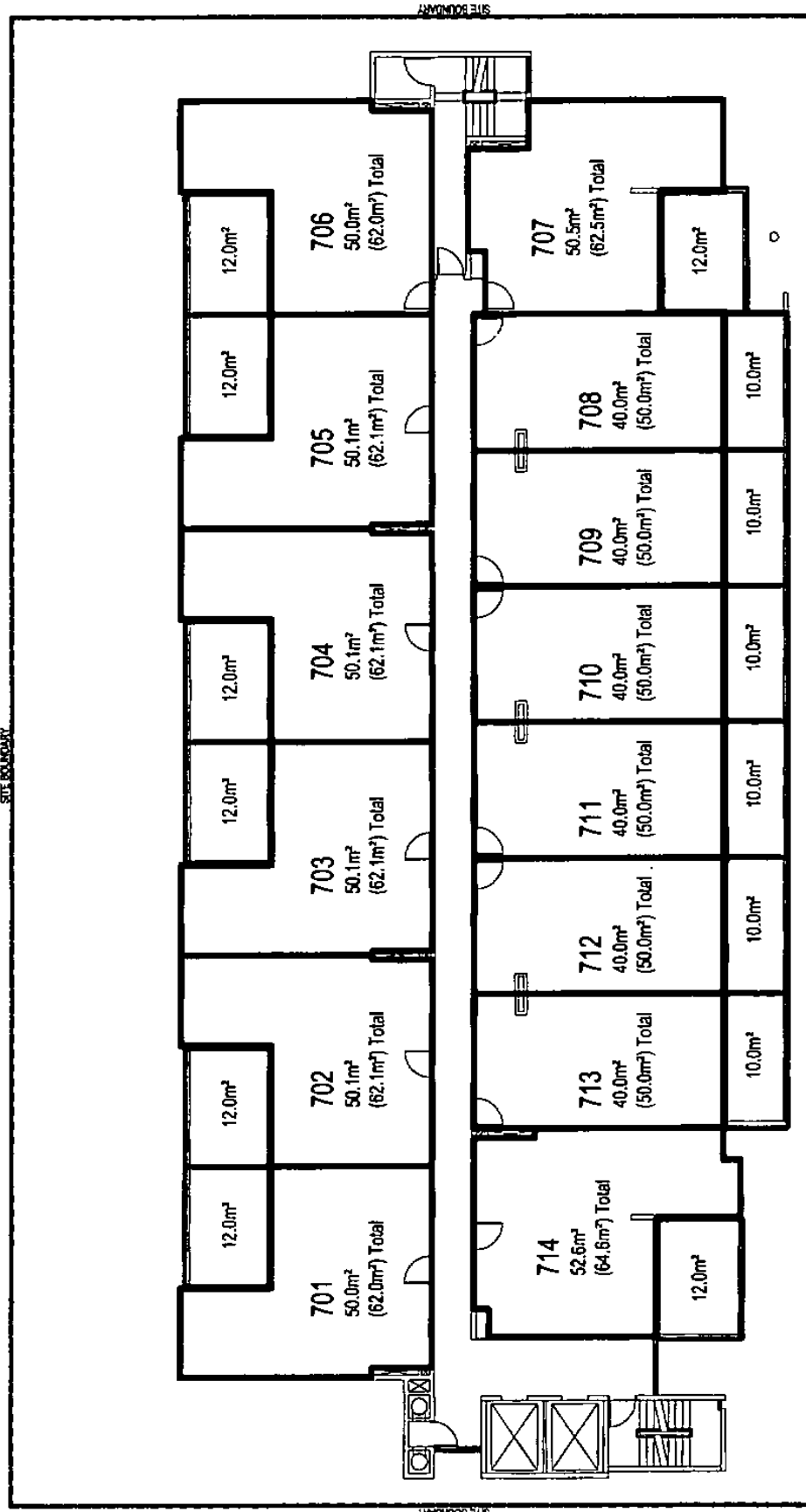
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PROJECT NO.	09-004	REV.	A
DRAWING NO.	DD-2.407		

DRAFT ONLY

PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

SCALE 1:300 - LENGTHS ARE IN METERS
 AREA OF BASE PARCEL (1419)m²

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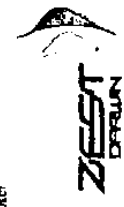
PLAN OF LOTS 101 - 1004 AND
COMMON PROPERTY
CANCELLING LOTS 1419 & 1420
PARISH: TOWN OF DARWIN
COUNTY: PALMERSTON

SCALE 1:300 - LENGTHS ARE IN METERS
0 2 4 6 8 10 20
AREA OF BASE PARCEL (1419)m²

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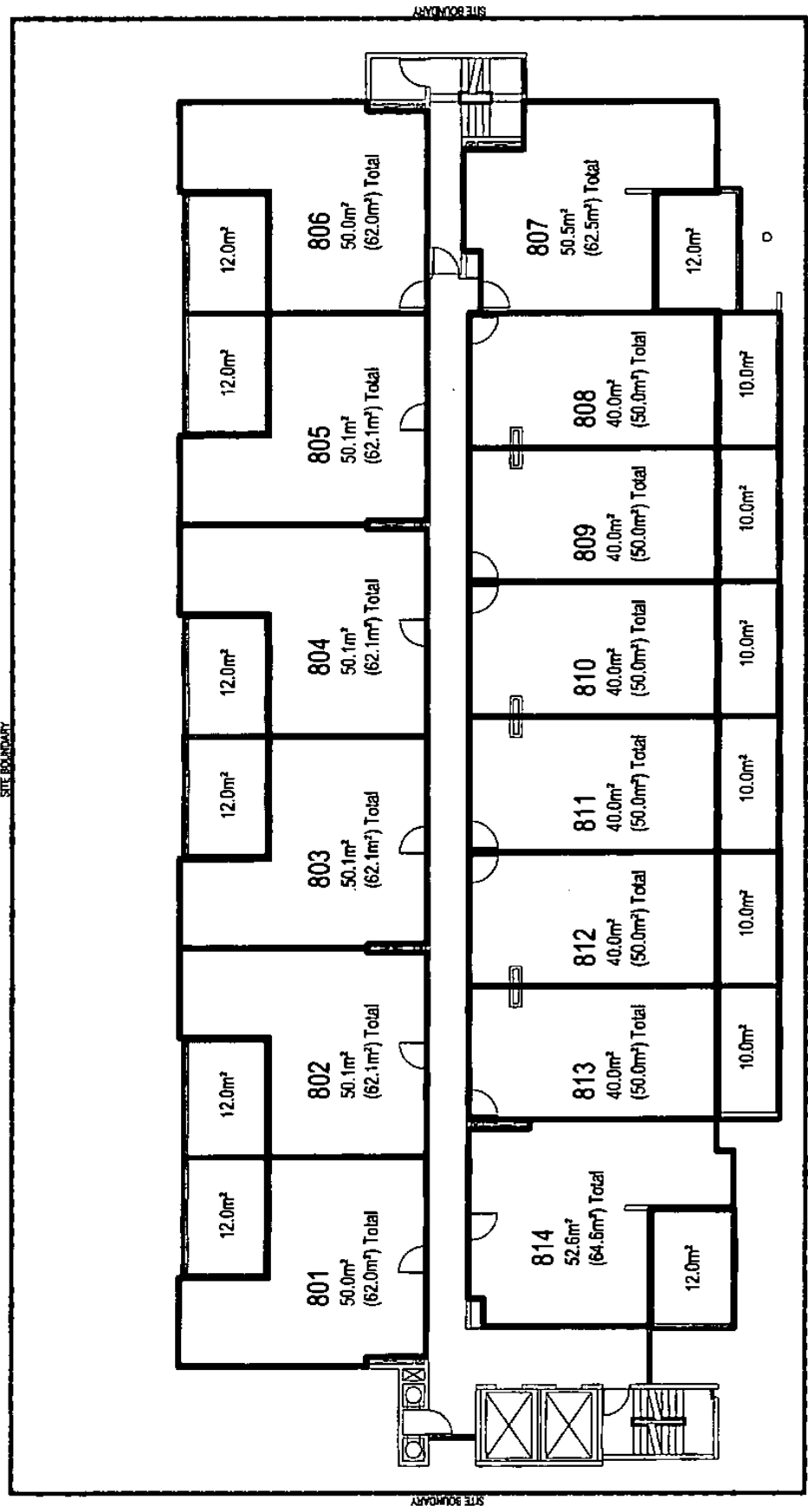
DATE: 08 APRIL 2010
PROJECT NO: 09-004
DRAWING NO: DD-2.408

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PROJECT: LOTS 1419 & 1420 GARDNER ST. DARWIN
DRAWING TITLE: DESIGN DEVELOPMENT
LEVEL 07 TITLE PLAN

DRAWN	JJ	DATE	08 APRIL 2010
CHECKED	PROJECT DIRECTOR	PROJECT NUMBER	1155 @ AZ 1300 @ 14
SCALE	1:300 @ AZ 1300 @ 14	DATE	08 APRIL 2010
PROJECT NO.	09-004	DRAWING NO.	DD-2.408
REV	A		



NOT TO SCALE
 1:1000
 1:1000

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PROJECT
 LOTS 1419 & 1420 GARDINER ST, DARWIN
 DESIGN DEVELOPMENT
 LEVEL 08 TITLE PLAN

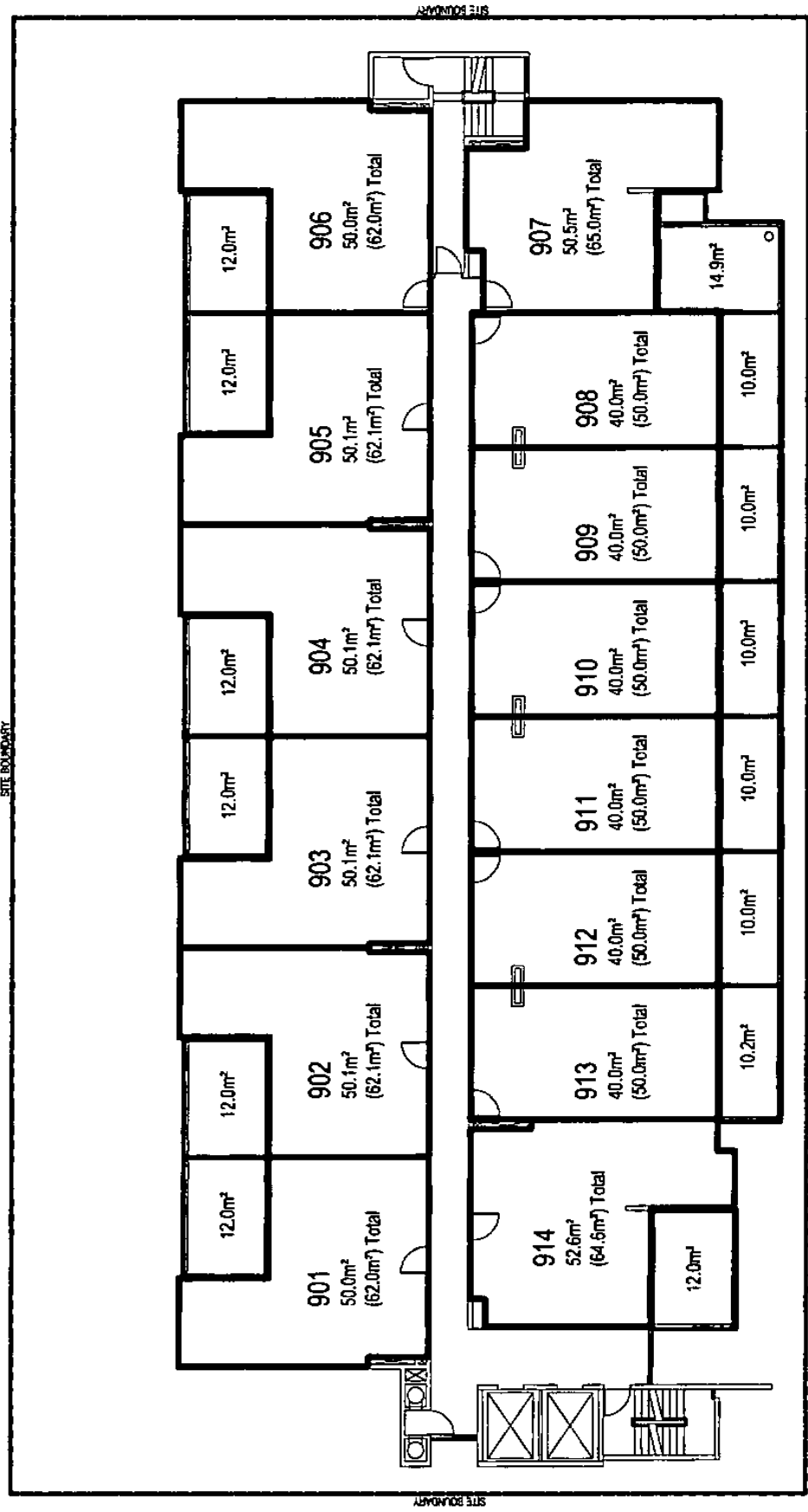
• DRAWN	JJ
• CHECKED	PROJECT DIRECTOR
• SCALE	1:100 @ A3, 1:200 @ A4
• DATE	8 APRIL 2010
• PROJECT NO.	09-004
• DRAWING NO.	DD-2.409
• REV	A

DRAFT ONLY

PLAN OF LOTS 101 - 1004 AND
 COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

SCALE 1:200 - LENGTHS ARE IN METERS
 0 2 4 6 8 10 20
 AREA OF BASE PARCEL (1419)m²

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PLAN OF LOTS 101 - 1004 AND COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

SCALE 1:500 - LENGTHS ARE IN METERS
 AREA OF BASE PARCEL (1419)m²

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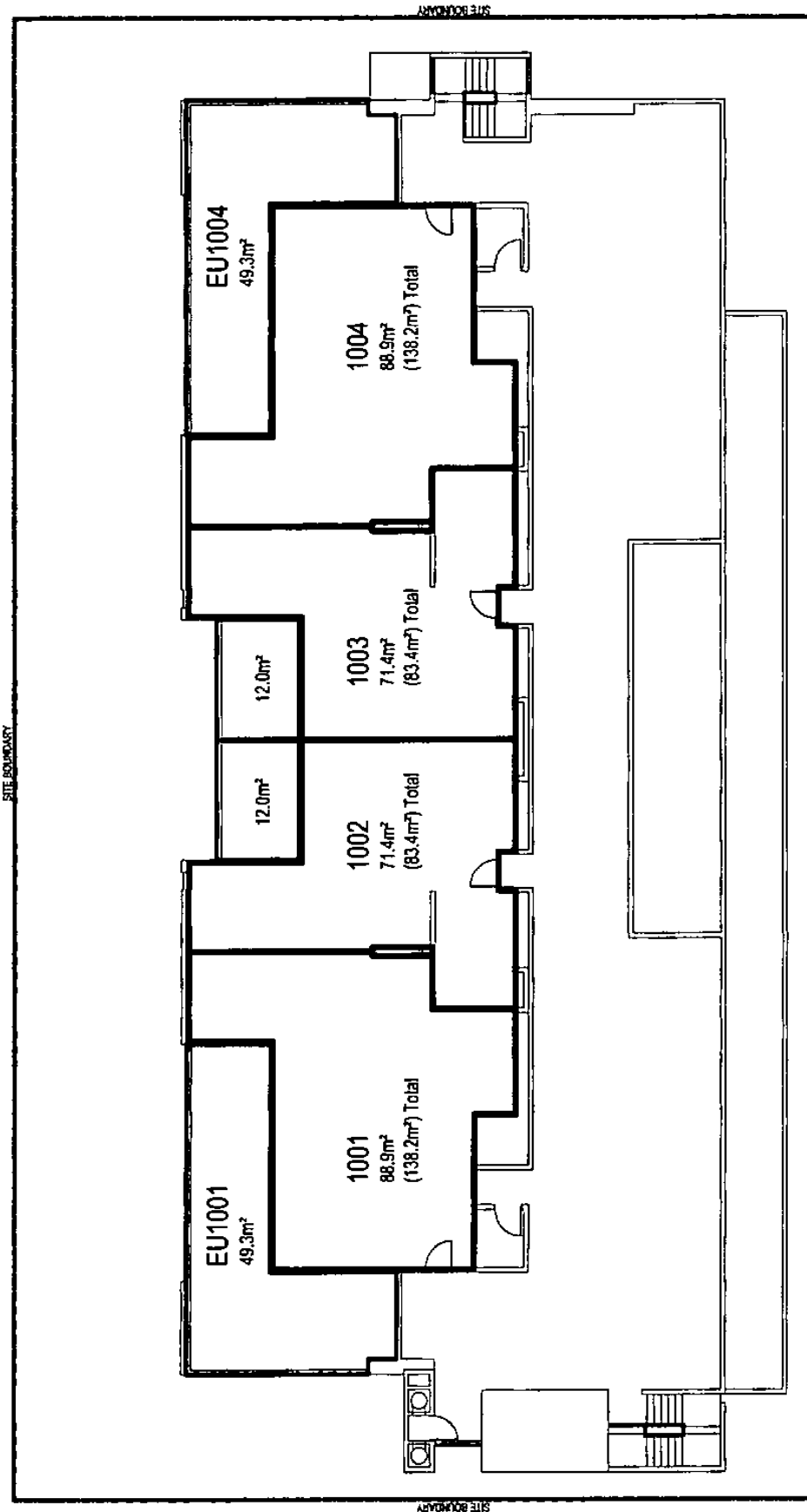
DATE: 09/04/2010
 TIME: 10:00 AM
 PROJECT NO: DD-2410

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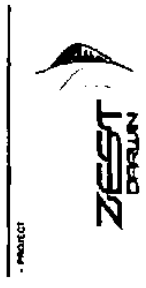
PROJECT: LOTS 1419 & 1420 GARDNER ST, DARWIN
 DRAWING TITLE: DESIGN DEVELOPMENT LEVEL 09 TITLE PLAN

DRAWN	JJ
CHECKED	ME
PROJECT LEADER	ME
SCALE	1:500 @ A4 (300 @ A4)
DATE	9 APRIL 2010
PROJECT NO.	DD-2410
DRAWING NO.	DD-2410
REV	A



PROJECT NO.	DD-2411
PROJECT NAME	DESIGN DEVELOPMENT LEVEL 10 TITLE PLAN
CLIENT	ZEST DARWIN
DATE	8 APRIL 2010
DRAWN BY	JU
CHECKED BY	ML

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LOTS 1419 & 1420 GARDINER ST, DARWIN
 CANCELLING TITLE
 DESIGN DEVELOPMENT
 LEVEL 10 TITLE PLAN

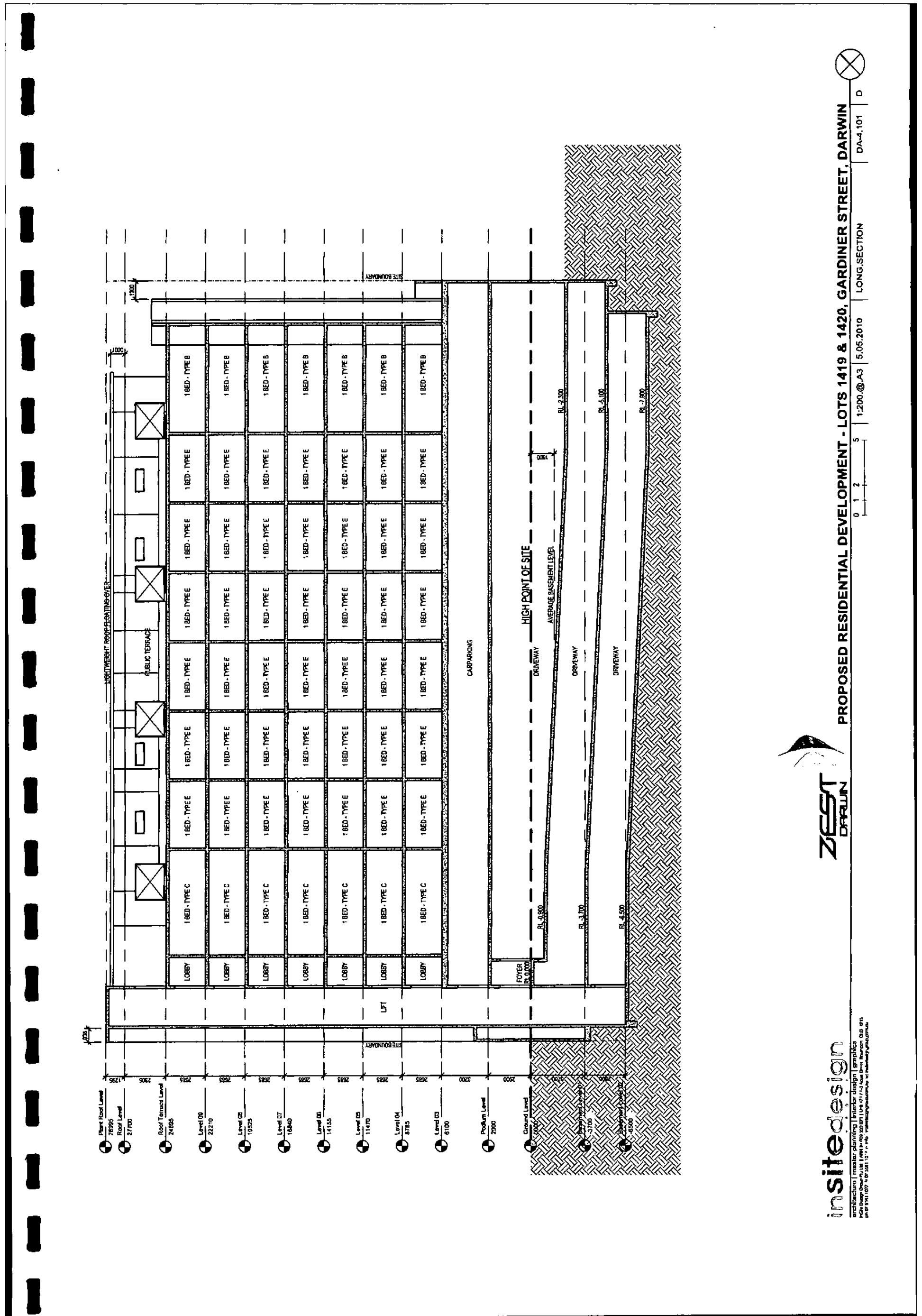
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PROJECT NAME	DESIGN DEVELOPMENT LEVEL 10 TITLE PLAN
CLIENT	ZEST DARWIN
DATE	8 APRIL 2010
DRAWN BY	JU
CHECKED BY	ML

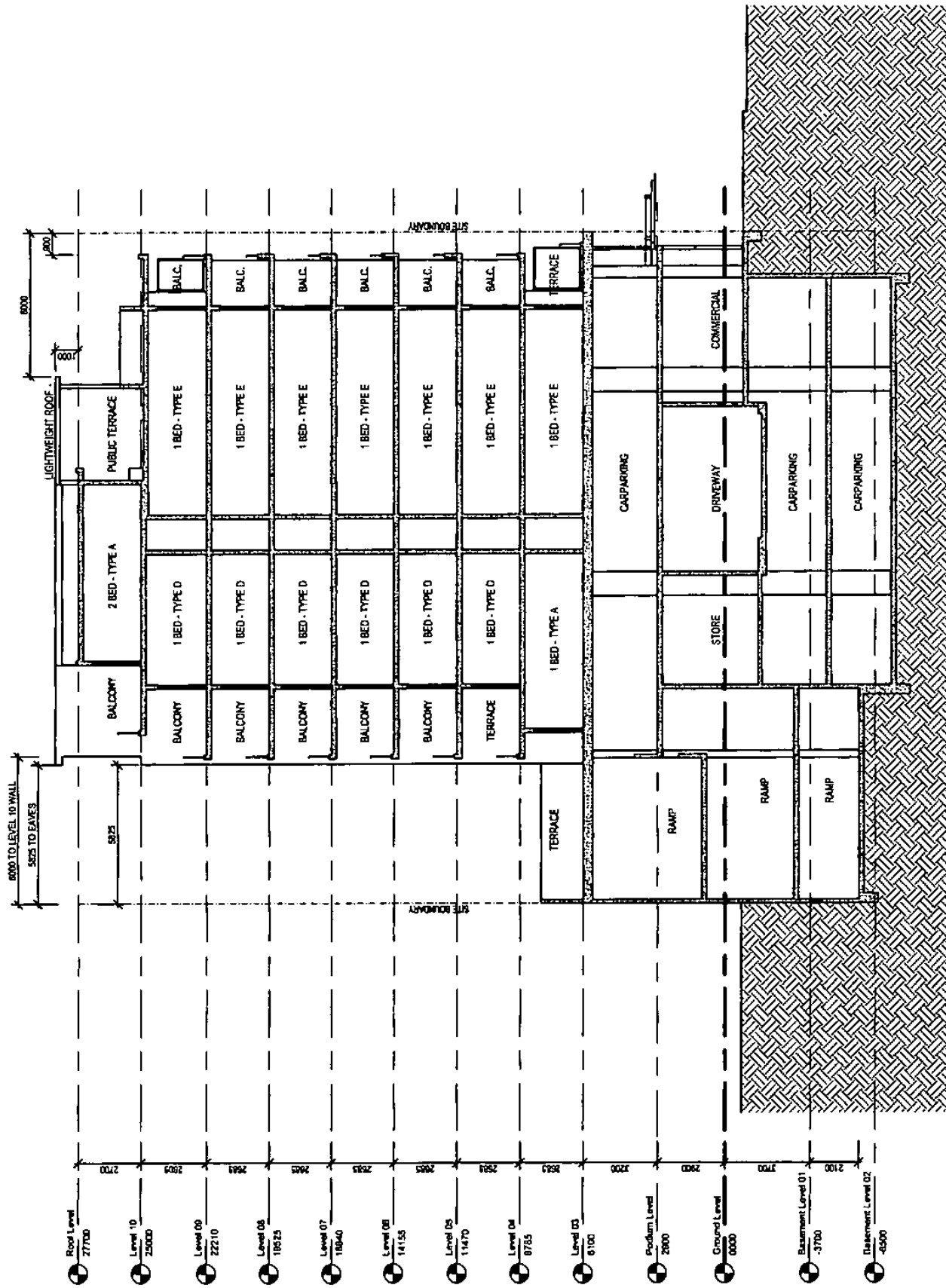
DRAFT ONLY

PLAN OF LOTS 101 - 1004 AND
 COMMON PROPERTY
 CANCELLING LOTS 1419 & 1420
 PARISH: TOWN OF DARWIN
 COUNTY: PALMERSTON

SCALE 1:300 - LENGTHS ARE IN METERS
 0 2 4 6 8 10 20
 AREA OF BASE PARCEL (1419)m²

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 This note is an integral part of this plan.





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PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN

SHORT SECTION | 5.05.2010 | DA-4.102

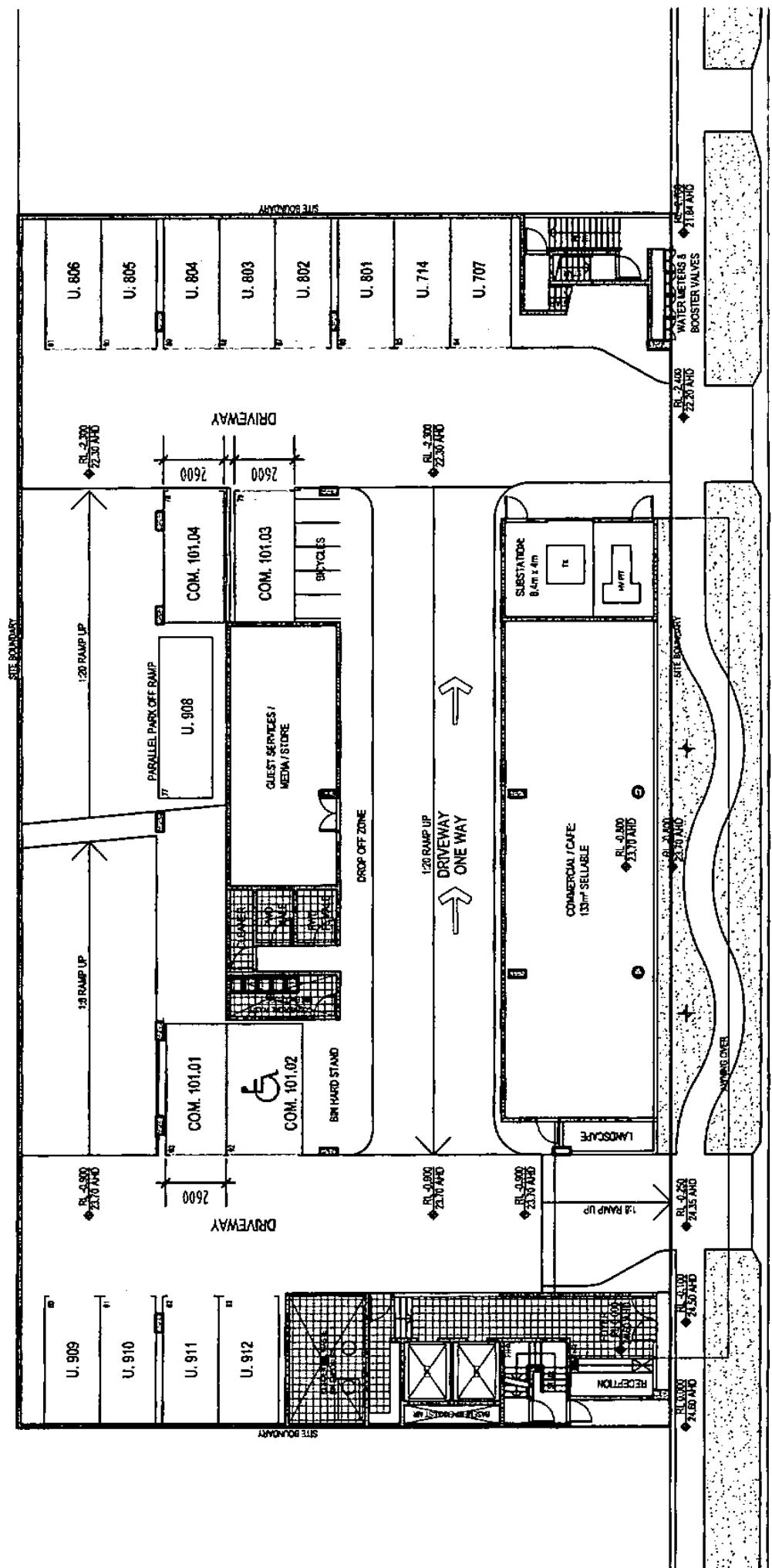


GARDINER STREET	UNIT No	TYPE	CAR BAY No. ALLOCATION	CAR Nos.	NETT SELLABLE m2	BALCONY m2	OPEN TERRACE m2	CAR PARK m2	TOTAL m2	COMMENTS
GROUND LEVEL 1	101	Commercial	78, 79, 92, 93	1	133			68.8		Disabled parking
	102	Reception/Store	81, 95, 96, 104, 104	1	58.2			382.7		Reception Store Located Separately
LEVEL 3	301	Type A	37	1	57.5		107.9	13.8	179.2	
	302	Type A	38	1	57.9		47.4	13.8	119.1	
	303	Type A	39	1	57.9		47.4	13	118.3	
	304	Type A	40	1	57.9		47.4	13.8	119.1	
	305	Type A	41	1	57.9		47.4	15.4	120.7	
	306	Type A	43	1	57.5		85.1	13.8	156.4	
	307	Type B	63	1	50.5	20		18.4	88.9	Disabled parking
	308	Type E	02	1	40	12		13.8	65.8	
	309	Type E	03	1	40	12		13.8	65.8	
	310	Type E	04	1	40	12		13	65	
	311	Type E	05	1	40	12		13.8	65.8	
	312	Type E	06	1	40	12		13.8	65.8	
	313	Type E	07	1	40	12.2		13	65.2	
	314	Type C	44	1	52.6	12		13.8	78.4	
LEVEL 4	401	Type D	45	1	50	12		13	75	
	402	Type D	46	1	50.1	12		13.8	75.9	
	403	Type D	47	1	50.1	12		13.8	75.9	
	404	Type D	48	1	50.1	12		13	75.1	
	405	Type D	49	1	50.1	12		13.8	75.9	
	406	Type D	50	1	50	12		13.8	75.8	
	407	Type B	56	1	50.5	14.9		18.4	83.8	Disabled parking
	408	Type E	08	1	40	10		13.8	63.8	
	409	Type E	09	1	40	10		13.8	63.8	
	410	Type E	10	1	40	10		13	63	
	411	Type E	11	1	40	10		13.8	63.8	
	412	Type E	12	1	40	10		13.8	63.8	
	413	Type E	13	1	40	10		13.8	63.8	
	414	Type C	51	1	52.6	12		13	77.6	
LEVEL 5	501	Type D	52	1	50	12		13.8	75.8	
	502	Type D	53	1	50.1	12		13.8	75.9	
	503	Type D	54	1	50.1	12		13.8	75.9	
	504	Type D	55	1	50.1	12		13.8	75.9	
	505	Type D	57	1	50.1	12		13	75.1	
	506	Type D	58	1	50	12		13.8	75.8	
	507	Type B	36	1	50.5	12		18.4	80.9	Disabled parking
	508	Type E	14	1	40	10		13.8	63.8	
	509	Type E	15	1	40	10		13	63	
	510	Type E	16	1	40	10		13	63	
	511	Type E	17	1	40	10		15.4	65.4	
	512	Type E	18	1	40	10		13	63	
	513	Type E	19	1	40	10		13.8	63.8	
	514	Type C	59	1	52.6	12		13.8	78.4	
LEVEL 6	601	Type D	60	1	50	12		13	75	
	602	Type D	61	1	50.1	12		13.8	75.9	
	603	Type D	64	1	50.1	12		14.6	76.7	
	604	Type D	65	1	50.1	12		13.8	75.9	
	605	Type D	66	1	50.1	12		13.8	75.9	
	606	Type D	67	1	50	12		13	75	
	607	Type B	42	1	50.5	12		18.4	80.9	Disabled parking
	608	Type E	20	1	40	10		13.8	63.8	
	609	Type E	21	1	40	10		13.8	63.8	
	610	Type E	22	1	40	10		13.8	63.8	
	611	Type E	23	1	40	10		13	63	
	612	Type E	24	1	40	10		13.8	63.8	
	613	Type E	25	1	40	10		13.8	63.8	
	614	Type C	68	1	52.6	12		13.8	78.4	

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LEVEL 7	701	Type D	69	1	50	12		13.8	75.8		
	702	Type D	70	1	50.1	12		13	75.1		
	703	Type D	71	1	50.1	12		13.8	75.9		
	704	Type D	72	1	50.1	12		13.8	75.9		
	705	Type D	73	1	50.1	12		13	75.1		
	706	Type D	74	1	50	12		14.6	76.6		
	707	Type B	84	1	50.5	12		13	75.5		
	708	Type E	26	1	40	10		13	63		
	709	Type E	27	1	40	10		13.8	63.8		
	710	Type E	28	1	40	10		13.8	63.8		
	711	Type E	29	1	40	10		13	63		
	712	Type E	30	1	40	10		14.6	64.6		
	713	Type E	32	1	40	10		18.5	68.5		
	714	Type C	85	1	52.6	12		13	77.6		
LEVEL 8	801	Type D	86	1	50	12		13.8	75.8		
	802	Type D	87	1	50.1	12		13.8	75.9		
	803	Type D	88	1	50.1	12		13	75.1		
	804	Type D	89	1	50.1	12		13.8	75.9		
	805	Type D	90	1	50.1	12		13.8	75.9		
	806	Type D	91	1	50	12		18.4	80.4		
	807	Type B	99	1	50.5	12		13.8	76.3		
	808	Type E	33	1	40	10		26.2	76.2		
	809	Type E	34	1	40	10		26.2	76.2		
	810	Type E	35	1	40	10		18.5	68.5		
	811	Type E	62	1	40	10		13.8	63.8		
	812	Type E	75	1	40	10		18.5	68.5		
	813	Type E	76	1	40	10		26.2	76.2		
	814	Type C	100	1	52.6	12		22.1	86.7		
LEVEL 9	901	Type D	101	1	50	12		13	75		
	902	Type D	102	1	50.1	12		13.8	75.9		
	903	Type D	103	1	50.1	12		13.8	75.9		
	904	Type D	104	1	50.1	12		13	75.1		
	905	Type D	105	1	50.1	12		14.6	76.7		
	906	Type D	111	1	50	12		13.8	75.8		
	907	Type B	112	1	50.5	14.9		13	78.4		
	908	Type E	77	1	40	10		26.2	76.2		
	909	Type E	80	1	40	10		18.4	68.4		
	910	Type E	81	1	40	10		13.8	63.8		
	911	Type E	82	1	40	10		13.8	63.8		
	912	Type E	83	1	40	10		15.7	65.7		
	913	Type E	1	1	40	10		18.4	68.4		
	914	Type C	113	1	52.6	12		14.6	79.2		
LEVEL 10	1001	Type G	107	1	108	12	88.9	23.5	25.8	32.1	170.3
	1002	Type F				71.4		12	40.9	124.3	
	1003	Type F				71.4		12	41.4	124.8	
	1004	Type G	109	1	110	12	88.9	23.5	25.8	32.1	170.3

4/06/2010



CARPARK ALLOCATION LEGEND

5	TYPE 'E' CAR BAYS
8	1 BED UNIT CAR BAY
4	COMMERCIAL

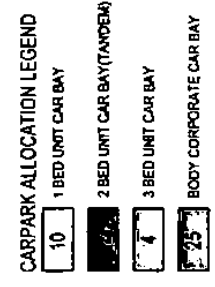
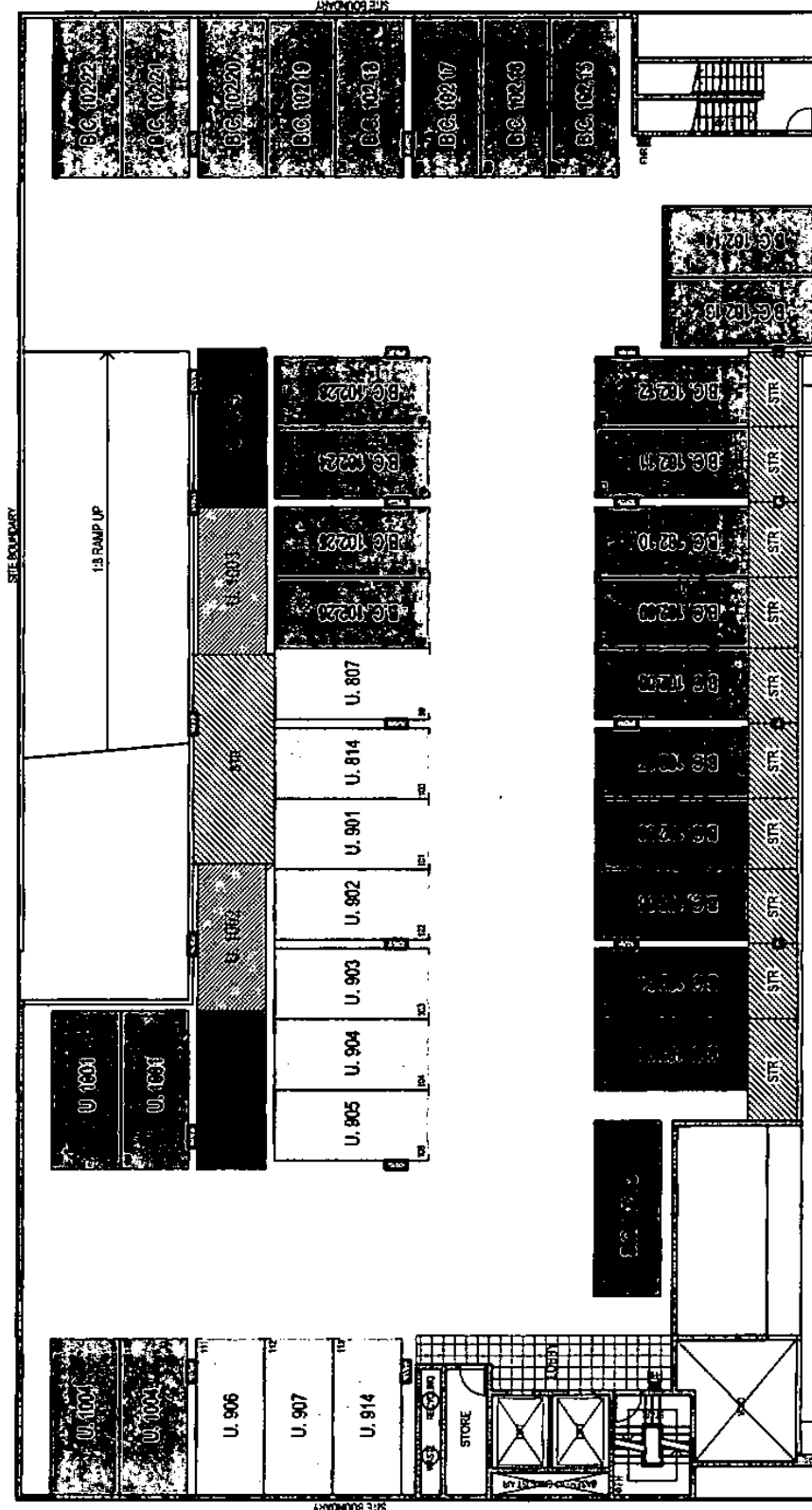
CARPARKS: 17 TOTAL SINGLES
 ALL CAR PARKS AT MINIMUM IN ACCORDANCE WITH
 AS 2890.1 - 2894 - PARKING FACILITIES - OFF STREET CAR PARKING

insitedesign
 architecture | interior design | graphics
 1/100-11000-0000 | 1/100-11000-0000 | 1/100-11000-0000 | 1/100-11000-0000
 PO BOX 1000, 1/100-11000-0000, 1/100-11000-0000



PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN
 GROUND & BASEMENT
 LEVEL 01 PLAN
 17 CARPARKS
 DA-2-103 | F
 1:200 @ A3 | 5.05.2010



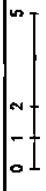


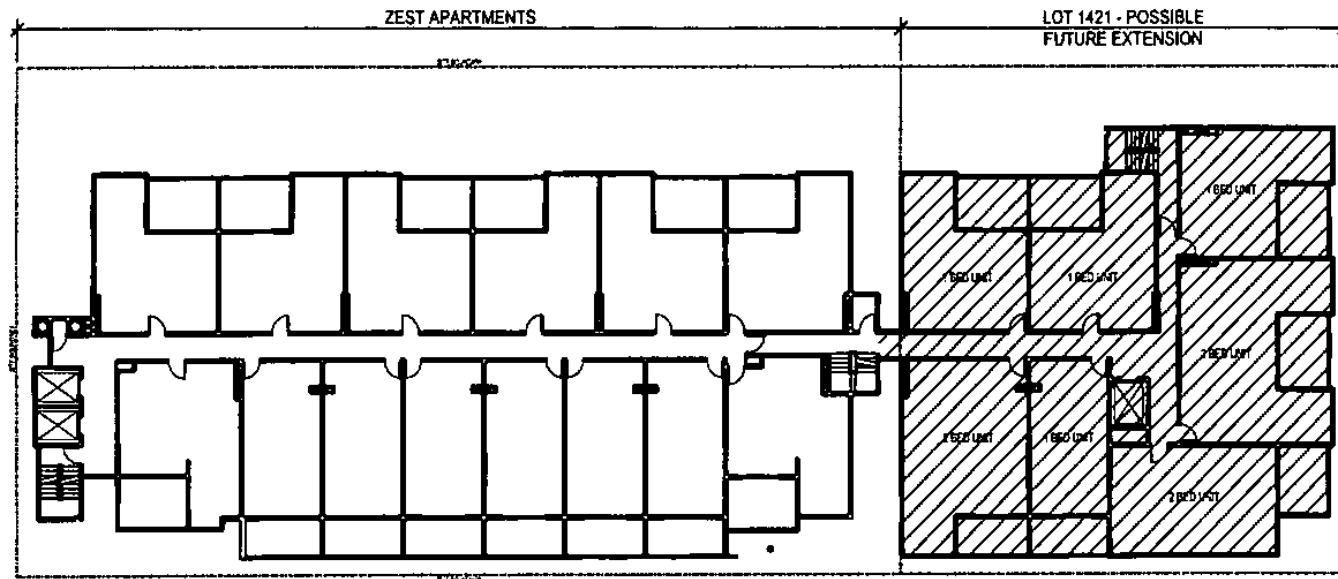
CAR PARKS: 41 TOTAL SINGLES.
 ALL CAR PARKS, AT MINIMUM, IN ACCORDANCE WITH
 AS 2880.1 - 2004 - PARKING FACILITIES - OFF-STREET CAR PARKING

insitedesign
 architecture | master planning | interior design | graphics
 100/114 COO STREET | SUITE 201 | DARWIN NT 08
 08 2531 1000 | 08 2531 1001 | 08 2531 1002 | 08 2531 1003 | 08 2531 1004

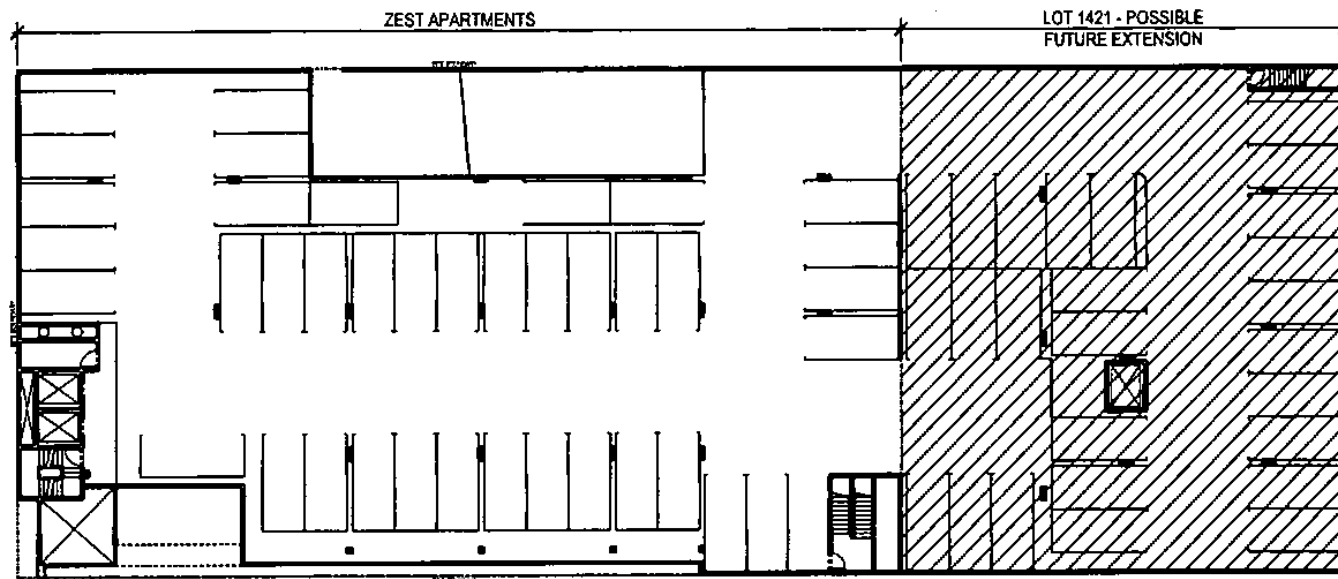


PROPOSED RESIDENTIAL DEVELOPMENT - LOTS 1419 & 1420, GARDINER STREET, DARWIN
 1:200 @ A3 | 5.05.2010 | PODIUM LEVEL PLAN | DA-2.104 | F
 41 CARPARKS

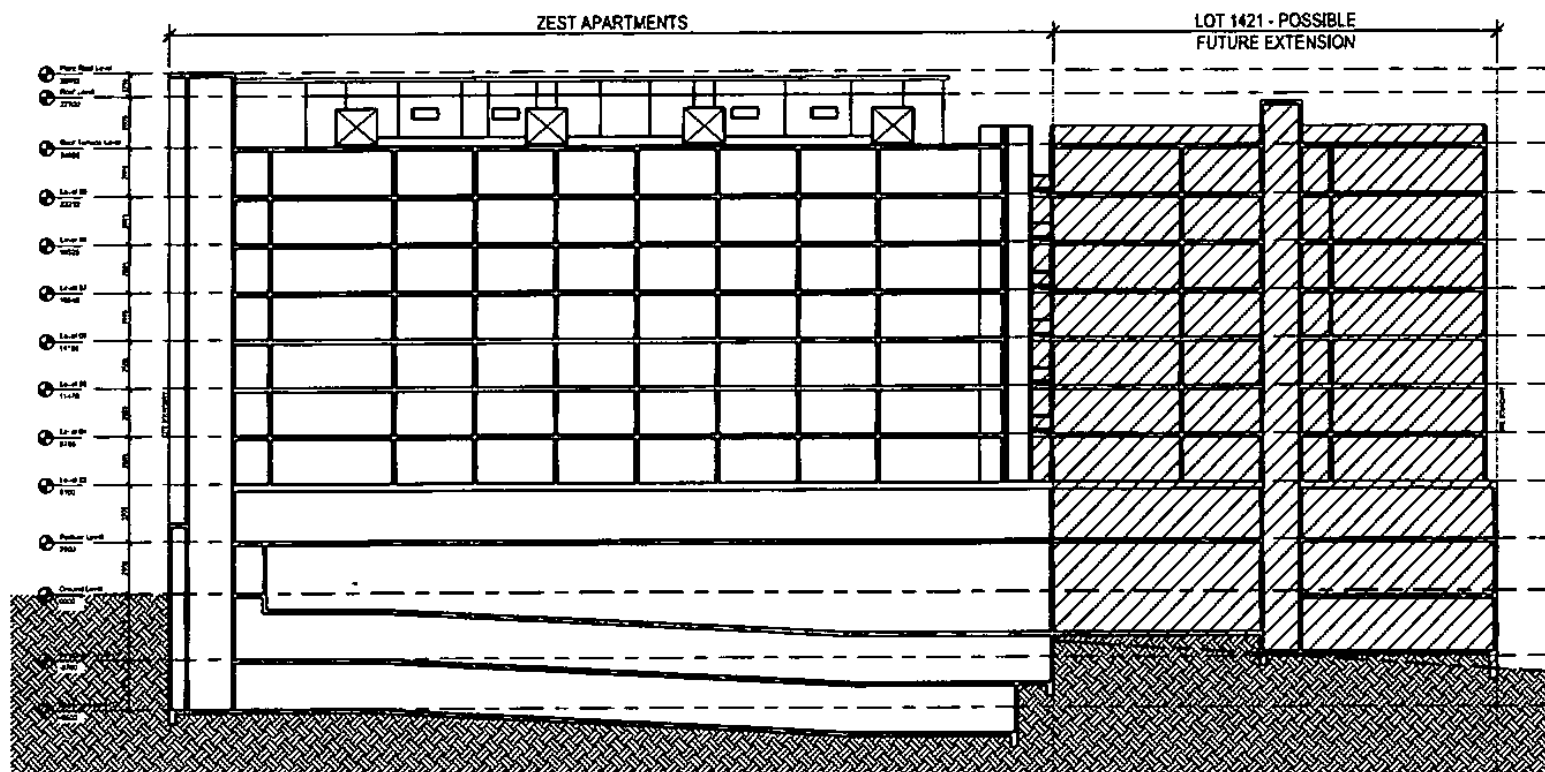




TYPICAL LEVEL PLAN (DOUBLE SITE)



PODIUM LEVEL CARPARK PLAN (DOUBLE SITE)



LONG SECTION - SOUTH (DOUBLE SITE)

insitedesign

architecture | master planning | interior design | graphics
10/15/09 12:27 PM 1/10/10 12:27 PM 1/10/10 12:27 PM



POSSIBLE FUTURE EXTENSION (SHOWN HATHED)

DISCLOSURE STATEMENT

Schedule 6 – Body Corporate Agreements and Other Documents

Sterling Management Services

BODY CORPORATE MANAGER'S AGREEMENT

AGREEMENT dated 2011

Between:

Sterling MS Pty Ltd trading as Sterling Management Services ABN (67 134 827 428)
of 32 Benison Road, Winnellie, Northern Territory 0820
(Manager)

And

Body Corporate for Zest Apartments

of Lots 1419 and 1420, 5 Gardiner Street DARWIN NT
(Body Corporate)

BACKGROUND

The Body Corporate and the Manager have agreed that the Manager will be the Body Corporate's manager under the terms of this agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions apply unless the context requires otherwise.

Act means the *Unit Titles Act* and/or the *Unit Titles Scheme Act* whichever is applicable to the Body Corporate and includes any modification or amendments to these Acts.

Business Day means a day other than a Saturday, Sunday or public holiday in the place the relevant notice is to be received.

Committee means the committee of management elected by the Body Corporate or constituted by virtue of the Act and/or the Management Module.

Disbursement means all the Managers' outlays associated with the Manager performing its duties or any additional duties under this Agreement including, but not limited to, printing, stationery, telephone, photocopying, facsimile, postage and travel.

Fee means the fee(s) and charges for the additional duties performed by the Manager which fees and charges are set out in Item 3 and Item 5 of Schedule A and includes any other fees whatsoever that the Manager is entitled to charge under this Agreement as varied from time to time by this Agreement.

GST includes a goods and services tax, value added tax, consumption tax, retails sales tax or similar tax. It includes a tax assessed under a New Tax System (Goods and Services Tax) Act 1999 or a related or a replacement act if passed.

Index Number means:

- a) The quarterly Consumer Price Index Darwin All Groups number published by the Australian Bureau of Statistics;
- b) If the quarterly Consumer Price Index Darwin All Groups number published by the Australian Bureau of Statistics is suspended or discontinued, the Male Basic Wage applicable in the City of Darwin; or
- c) If the system or practice of the determination of the Northern Territory Male Basic Wage ceases, the index published at the commencement date and at the time of valuation of the Annual Payment by the Australian Bureau of Statistics which reflects fluctuations of the cost of living in Brisbane, which shall be
 - a. as agreed by the parties; or
 - b. if the parties are unable to agree within 14 days after one of the parties proposes and index, as may be determined, at the request of any party, by a suitably qualified person nominated by the President of the Australia Institute of Valuers and Land Economists, whose determination shall be final and binding on the parties (and whose cost shall be shared by the parties equally). In making the determination, the person shall act as an expert and not as an arbitrator.

Lot means a lot and/or a unit in the Body Corporate as defined by the Act.

Management Fee means the management fee specified in Item 2 of the Schedule A as varied from time to time by this Agreement.

Management Module means the regulatory Management Module applicable to the Body Corporate.

Property Management Services are all matters relating to the relating to the repair and maintenance of the common property of the Body Corporate and includes inspections; arranging for repairs and maintenance, organising, engaging and supervising contractors; including undertaking a tendering process where appropriate; and approving contractor's accounts for payment (but excluding the payment of those accounts on behalf of the Body Corporate by the Manager).

Term means the period referred to in Schedule A.

Year means each period of 12 months commencing on and from the commencement date of the Term.

1.2. Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The **singular** includes the plural and conversely.
- (b) A **gender** includes all genders.

- (c) A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.
- (d) A reference to any **party** to this Agreement or any other agreement or document includes the party's successors and permitted assigns.
- (e) Mentioning anything after **include, includes** or **including** does not limit what else might be included.
- (f) A reference to a **Lot** includes a **Unit** and conversely.
- (g) A reference to an **Item** is a reference to an item in Schedule A of this Agreement.
- (h) A reference to a **Schedule** is a reference to a Schedule of this Agreement.
- (i) All words defined in the **Act** and the **Management Module**, where the context permits, have the same meaning in this Agreement.
- (j) A reference to any **Legislation** or to any **provision** of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

1.3. This Agreement is governed by the laws of the Northern Territory of Australia. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

2. **APPOINTMENT**

2.1. The Body Corporate appoints the Manager as its manager and the Manager accepts this appointment (as an independent contractor) as the Body Corporate Manager for the Body Corporate.

2.2. The appointment is for the Term and if notice of termination is not given within the 60 days prior to the date on which the Term ends the Agreement will continue on an annual basis on the same terms and conditions.

3. **DELEGATION AND AUTHORISATION**

3.1. The Body Corporate delegates and authorises the Manager to:

- (a) carry out certain administrative services for the Body Corporate;
- (b) have custody of the common seal of the Body Corporate and the authority to affix it to notices and certificates issued under the By-Laws, Regulations, Management Module or as authorised by the Body Corporate;
- (c) sign meeting minutes and other notices on behalf of the Secretary and Treasurer of the Body Corporate;
- (d) to operate the Body Corporate's bank trust and other accounts.

3.2. To avoid doubt, the delegation and authorisation of powers to the Manager does not make the Manager responsible for performing the functions the Body Corporate or the

Committee are required to perform under the Act, nor does the authorisation relieve the Body Corporate or the Committee of these functions.

- 3.3. The authorised powers do not extend to the Manager being required to obtain a second quote for providing Body Corporate Management services to the Body Corporate.
- 3.4. The Committee must nominate a person to provide instructions to the Manager on behalf of the Body Corporate. However, if the Committee does not do this, the chairperson is taken to be nominated to give instructions to the Manager on behalf of the Body Corporate.

4. **DUTIES**

The Manager must perform the following duties for the Management Fee set out in Item 2:

- (a) Pay the accounts of the Body Corporate from Body Corporate funds;
- (b) Prepare notices levying administrative and sinking levy contributions;
- (c) Prepare annual statements of account;
- (d) Maintain a body corporate roll of all Owners (excluding email addresses);
- (e) Maintain the books and records of the Body Corporate;
- (f) Convene and attend the Annual General Meeting of the Body Corporate in the Manager's normal office hours or commencing no later than 5.30 pm and prepare minutes of the meeting. Meetings in excess of two (2) hours will be charged an additional Fee as set out in Item 3;
- (g) Maintaining and keeping all records of Minutes of Meetings, correspondence, voting slips, agendas, resolutions of the Body Corporate etc as required by the Act.
- (h) Deal with inward and outward correspondence to the Body Corporate (excluding correspondence relating to recovery of levies in arrears and by-laws which are to be charged for in accordance with the Fee in Item 3 and item 5);
- (i) Provide sound budgetary advice for ongoing expenditure and projected maintenance requirements;
- (j) Quarterly Body Corporate contribution invoicing and collection;
- (k) Ensuring that the Body Corporate's insurance is current against stated risks
- (l) Assisting the Body Corporate committee in dealing with complaints regarding breaches of the By-Laws, House Rules and/or Articles of the Body Corporate;
- (m) Obtain quotations for insurances from a broker as designated by the committee as required by the Act and pay premiums from Body Corporate Funds, subject to the Body Corporate having sufficient funds to pay the premiums;
- (n) Submit insurance claims to the Body Corporate's insurer;

- (o) Undertake the additional duties specified in Clause 6 hereof at the rates set out in Item 3 and Item 5.

5. DUTIES TO BE CARRIED OUT BY THE COMMITTEE OF MANAGEMENT OF THE BODY CORPORATE

- 5.1. Undertake and provide property inspection reports of the whole building and property comprising the Scheme.
- 5.2. Arranging, organising, approving quotes for works and liaising with contractors and inspecting and approving such works.
- 5.3. Dealing with complaints and breaches of the Body Corporate, House Rules, Bylaws, Articles and/or Management Modules in consultation with the Manager.
- 5.4. The completion of all insurance claim forms in consultation with the Manager.

6. ADDITIONAL DUTIES TO BE CARRIED OUT BY THE MANAGER AT THE HOURLY AND OTHER RATES LISTED IN ITEMS 3 AND 5 OF THE SCHEDULE

- 6.1. The following additional duties shall be undertaken by the Manager for the Fee and at the hourly rates and charges set out in Item 3 and Item 5:
 - (a) Sending out reminders for unpaid accounts;
 - (b) The collection by the Body Corporate contributions which are in arrears;
 - (c) The instruction of debt collectors on collection of arrears;
 - (d) All other duties performed and work undertaken by the Manager (whether or not instructed by the Body Corporate) which are not listed in clause 4 ;
 - (e) Conducting meetings other than Annual General Meeting or the First General Meeting.

The Fee and charges incurred in respect of sub paragraphs (a), (b) and (c) are to be paid by the Body Corporate but levied against and reimbursed by the relevant Owner.

- 6.2. If the Manager is requested to perform any additional duties, the Manager may charge the Body Corporate a Fee and/or additional management fees at the rates set out in Item 3 and Item 5.

7. PROPERTY MANAGEMENT

- 7.1. The Body Corporate and the Manager acknowledge and agree that this Agreement does not include the provision of Property Management Services.
- 7.2. The Body Corporate agrees that:
 - (a) In the event the Manager undertakes any Property Management Services on behalf of the Body Corporate the Body Corporate agrees to pay a Fee and/or additional Management fees at the rates set out in Item 3 and item 5 or for such other fees as required by the Manager; and
 - (b) the Manager will not be legally liable for any Property Management Services arranged and/or organised by the Body Corporate or its Committee; and

- (c) it will indemnify the Manager from and against all actions, claims, demands, losses and expenses (including all legal costs and expenses incurred on an indemnity basis) arising directly or indirectly from any Property Management Services arranged and/or organised by the Body Corporate or its Committee.

8. MANAGEMENT FEE

- 8.1. For performing the duties under clause 4, the Body Corporate must pay the Manager the Management Fee.
- 8.2. The Management Fee will be paid by equal consecutive quarterly installments by electronic transfer, the first of such payments to be made on the date of commencement of the Term.
- 8.3. The Body Corporate must pay the Manager the Fee for Additional Duties and Services performed by the Manager pursuant to clause 6 of the Agreement or as directed by the Body Corporate, at the rates stated in Item 3 and Item 5 within 14 days of the account being rendered.
- 8.4. The Body Corporate irrevocably authorises and directs the Manager to at any time and from time to time deduct and transfer from the Body Corporate's Funds, Trust or other accounts moneys to pay the Manager's Management Fees, the Manager's Fees and all other expenses, charges, Disbursements payable by the Body Corporate to the Manager under this Agreement.
- 8.5. The Body Corporate agrees that the Manager may unilaterally vary the Fee and rates set out in Item 3 and Item 5 from time to time and which varied rates shall be accepted by the Body Corporate.

9. MANAGER'S DISBURSEMENTS

- 9.1. The Body Corporate must pay to the Manager the amount for any Disbursements associated with the Manager performing its duties and any additional duties under this Agreement, such amount to be calculated in accordance with the Manager's rates for Disbursements which rates must be provided to the Body Corporate upon request.
- 9.2. The Body Corporate agrees that the Manager may vary the rates for Disbursements from time to time.
- 9.3. Travel and accommodation costs for meetings held at places other than Darwin and Palmerston are to be reimbursed to the Manager.

10. OTHER PAYMENTS TO MANAGER

- 10.1. The Manager may retain for its own benefit any amounts received or payable to the Body Corporate for :
 - (a) The inspection of any of the Body Corporate's records.
 - (b) The preparation of any certificates on behalf of the Body Corporate.
 - (c) Copies of any documents in body corporate accounts.
 - (d) The supply to third parties of information regarding the Body Corporate.
- 10.2. The Manager may endorse in its favour any cheques, money orders or other payments made payable to the Body Corporate in respect of any amounts referred to in Clause 10.1

and the Body Corporate must do all things reasonable necessary to assist the Manager receiving payment of these amounts.

- 10.3. The Manager may be paid and retain payments, rebates, discounts and commissions paid to it by the provider of goods and services to the Body Corporate disclosed in Schedule B or as otherwise notified in writing to the Body Corporate from time to time.

11. ADJUSTED MANAGEMENT FEES AND FEES

- 11.1. On the anniversary of the commencement date of the Term the Management Fee and the Fee will be varied by applying the formula in Clause 11.2 (a) or 11.2 (b).

- 11.2. The Management Fees and the Fees will be increased as follows:

(a) in accordance with the following formula:

$$P = \frac{A \times B}{C}$$

where:

P means the Management Fees/Fees payable for the following Year exclusive of GST;

A means the Management Fees/Fees payable for the Year just ended exclusive of GST;

B means the Index Number last published before the expiration of the Year just ended;

C means the Index Number last published before the commencement of the Year just ended;

or

(b) by 5 % per annum

whichever shall be the greater

- 11.3. GST will be added to the new fee calculated in accordance with the above formula.

12. BREACH BY THE BODY CORPORATE MANAGER

- 12.1. If the Manager:

(a) Allows any serious or persistent breach of its obligations under this Agreement to continue for 21 days after receiving written notice specifying the breach from the Body Corporate; or

(b) Is guilty of any grave misconduct or willful neglect in the discharge of its duties in this Agreement.

The Body Corporate may terminate this Agreement by giving 28 day's written notice to the Manager.

13. BREACH BY THE BODY CORPORATE

If the Body Corporate fails to pay the Manager any amount under this Agreement and if the failure continues for a period of 21 days after notice of it is given to the Body Corporate by the Manager, then the Manager may terminate this Agreement by giving 28 day's notice to the Body Corporate.

14. EFFECT OF TERMINATION

The termination of this Agreement will not affect:

- (a) The rights of the party who terminates this Agreement to claim any damages it has suffered as result of any breach of this Agreement; and
- (b) The liability or the rights of either party under this Agreement up to the date of termination.

15. INDEMNITY

15.1. From the date of commencement of this Agreement:

- (a) The Manager will not pay for loss or damage suffered or incurred by the Body Corporate as a result or arising from the Manager :
 - i. carrying out its duties and obligations as herein provided or as instructed by the Body Corporate and/or the Committee from time to time; or
 - ii. from anything done by the Manager in performing its duties and obligations set out herein or elsewhere or in executing the authorised powers .
- (b) the Body Corporate will at all times indemnify and hold harmless the Manager for all actions, claims, demands, losses, damages, costs and expenses (including all legal costs and expenses incurred on an indemnity basis) incurred by the Manager which may arise from:
 - i. carrying out its duties and obligations as herein provided or as instructed by the Body Corporate and/or the Committee from time to time;
 - ii. anything done by the Manager in performing its duties and obligations set out herein or elsewhere or in executing the authorised powers
 - iii. failing or omitting to do any act or thing it is required to do pursuant to this Agreement as a result, directly or indirectly, from a failure by the Body Corporate and/or the Committee to:
 - (I) deposit sufficient funds into the Administration, Sinking, Trust or other Fund/Account to enable the Manager to carry out its obligations pursuant to the Agreement; or
 - (I) make a decision or pass a resolution in relation to the Manager's performance of its obligations pursuant to this Agreement; or
 - (I) follow and/or accept the Manager's advices provided to the Body Corporate and/or the Committee from time to time in relation to the Body Corporate , the Scheme, the building and/or Property forming part thereof

and in relation to the general management of the Body Corporate, including but not limited to:

- a. Insurance
- b. Fire Protection Equipment and Procedures
- c. Building and Common Property Security and maintenance and repairs
- d. Occupational Health and Safety
- e. Compliance with all Laws, by laws, Regulations and Australian Standards

16. **BODY CORPORATE RECORDS**

If this Agreement is terminated, the Manager must deliver to the Body Corporate the records in accordance with the Act and the Management Module applying to the Scheme.

17. **RESOLUTION OF DISPUTES**

17.1. Reference to President, Northern Territory Law Society.

Any dispute between the parties may be referred by either party to the nominee of the President of the Northern Territory Law Society Incorporated (**Nominee**) for resolution if it is not resolved within 14 days of it arising.

17.2. Procedures

The Nominee may decide the procedures to be followed in order to resolve the dispute. The parties must provide the Nominee with all information and assistance he reasonably requests for the purpose of resolving the dispute.

17.3. Conclusiveness of Report

The Nominee will act as an independent expert, not an arbitrator. The Nominee's decision will be final and binding on the parties (except in the case of manifest error).

17.4. Costs

Each party will pay:

- (a) its own costs relating to the resolution of a dispute under this clause.
- (b) one half of the costs of the Nominee.

18. **AUTHORISED EXPENDITURE**

In addition to the moneys and amounts already budgeted for the Manager is also authorised to incur and pay on behalf of the Body Corporate any extra ordinary expenditure to an amount of \$2,000.00 (or such other amount as is from time to time authorised by the Body Corporate) in any single instance, except in the case of an emergency where this amount can be exceeded.

19. **ASSIGNMENT**

The Body Corporate agrees and confirms that the Manager has the right to assign and transfer this Agreement and its interests therein to any third party or entity. The Body Corporate hereby consents to the assignment of this Agreement by the Manager to a Licensed Body Corporate manager at any time during the Term or any extension thereof. The Body Corporate shall not require or receive a fee or other consideration for its consent to any assignment of this Agreement by the Manager. The Manager will give written notice of the assignment to the Body Corporate 30 days prior to the assignment.

20. GOOD FAITH COVENANT

- 20.1. Each party agrees with the other that they will faithfully and promptly do and perform all duties and obligations on their respective parts and do all acts matters and things which may reasonably be necessary and proper to enable the full and effective management and conduct of the operation of the Body Corporate.
- 20.2. The Body Corporate, the Committee and the Manager will at all times comply with the Act, the Management Module and the Code of Conduct created by the Act.

21. DISCLOSURE OF ASSOCIATES SUPPLYING GOODS AND SERVICES AND THE RECEIPT OF COMMISSIONS

- 21.1. If the Body Corporate proposes to enter into a contract with service providers of goods and services and the provider of those goods and services is an associate of the Manager, then the Manager must disclose the relationship before the contract is entered into or in the shortest practicable time after the Manager becomes aware that the contract is being entered into.
- 21.2. The Manager discloses that if it is associated with the providers of repair and maintenance services or the providers of insurance services, the details of the relationship are disclosed in Schedule B.
- 21.3. Where the Manager has an arrangement with the providers of insurance services, and the Manager is entitled to receive, other than from the Body Corporate a commission, the details are disclosed in Schedule B.
- 21.4. The Body Corporate acknowledges that it made its decision to enter into this Agreement and into the contracts with services providers of goods and services including cleaning and insurance services, after having been given this Agreement in writing disclosing the relationship with the Manager and the commission/rebates/discounts payable to the Manager.

21.5. GOODS AND SERVICES TAX

If a payment of any money under this Agreement attracts GST, then the party making the payment of the money must in addition, pay the required amount of GST on the payment.

22. GENERAL

- 22.1. Notices under this Agreement may be signed by a party or its solicitor.
- 22.2. Notices are effectively given if:
 - (a) delivered or posted to the other party or its solicitor; or

(b) sent to the facsimile number of the other party or its solicitor.

22.3. Notices posted will be treated as given 2 Business Days after posting.

22.4. Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

22.5. Notices by a party's solicitor to the other party or its solicitor will be treated as given with the first party's authority.

22.6. Each party will pay its own costs in regard to this Agreement but the Body Corporate will pay any stamp duty on this Agreement.

22.7. This Agreement is the whole Agreement between the parties.

22.8. Time is of the essence in this Agreement.

EXECUTED in the Northern Territory

The COMMON SEAL OF BODY
CORPORATE FOR
SCHEME was affixed
in the presence of:

.....
Signature

.....
Signature

.....
Print Name

.....
Print Name

.....
Office Held

.....
Office Held

Executed by STERLING MS PTY LTD(ACN 134 827 428) in accordance
with the provisions of section 127
of the Corporations Act
in the presence of:

.....
Signature

.....
Signature

.....
Print Name

.....
Print Name

.....
Office Held

.....
Office Held

ITEM

SCHEDULE A

1. **Term** (5) year(s)
The period commencing on 2011
and expiring on 2016 .
2. **Management Fee** \$ 150.00 plus GST per Lot per annum in the first year to be adjusted in subsequent years in accordance with Clause 11.2 of this Agreement.
3. **Management Fees for Additional Duties**
- | | | |
|--|-------|-------------------|
| (a) Directors | \$150 | per hour plus GST |
| (b) Body Corporate Managers | \$100 | per hour plus GST |
| (c) Accountants | \$100 | per hour plus GST |
| (d) Assistance Body Corporate Managers | \$ 80 | per hour plus GST |
| (e) Assistant Accountants | \$ 80 | per hour plus GST |
| (f) Other Staff | \$ 60 | per hour plus GST |
4. The GST rate referred to in this Agreement is based on the rate of GST being 10% and should the rate of GST alter then the Manager will apply the varied rate.
5. Additional Duties charged per task ("fixed rate")

	Charge	GST	Total
Special Admin Fund or Sinking Fund Levies – per Levy per Lot	\$10.00	\$1.00	\$11.00
Insurance Levies – per Levy per Lot	\$10.00	\$1.00	\$11.00
BAS Returns per annum	\$800.00	\$80.00	\$880.00
Income Tax Returns per annum	\$300.00	\$30.00	\$330.00
Dishonoured Cheque Receipt Reversal	\$10.00	\$1.00	\$11.00
Disbursements – per Lot per annum	\$63.00	\$6.30	\$69.30
Arrears Action (Reimbursement Charged to Owner):			
1. Arrears Notices	\$10.00	\$1.00	\$11.00
2. Commence Recovery Action	\$60.00	\$6.00	\$66.00
3. Finalise recovery Action	\$60.00	\$6.00	\$66.00

Disbursements include; postage, stationary, printing, faxes, phone calls and emails;

The rate for any other additional duty performed by the Manager will be determined by the Manager at a rate per task calculated by the Manager to represent the average time occupied at the appropriate charge and rate.

SCHEDULE B**Disclosure of Associates**

Name of Company	Relationship
Sterling Property Services	Sub Contractor - Common Directors
OAMPS Insurance Brokers	Commission Payment

Disclosure of Commissions

Name of Company	Services	Commission/Rebate
Any Insurance Company or Brokers	Insurance Policies	A fee not exceeding 10% of the invoice value
Any Cleaning, Repair and Maintenance Contractors	Cleaning, Repairs and Maintenance	A fee not exceeding 7.5% of the invoice value

Caretaking Agreement

Tsoukalis Lawyers

T100,
Podium Level
130 The Esplanade
Darwin NT 0800

Telephone: 08 89422611

Facsimile: 08 89418511

www.tsoukalislawyers.com.au

Caretaking Agreement

This Agreement is made the _____ day of _____ 20__ .

BETWEEN:

BODY CORPORATE FOR ZEST DARWIN UNIT TITLE SCHEME of care
(Body Corporate)

AND

[] _____ of _____
(Caretaker)

RECITALS:

- A. The Body Corporate has agreed to appoint the Caretaker to perform certain caretaking and related duties on behalf of the Body Corporate.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

- Act** means the *Unit Title Schemes Act*;
- Building** means any building or similar improvement on the Scheme Land;
- Business Day** means a day on which banks are open for general banking business in the Northern Territory;
- By-Law** means the by-laws for the Scheme;
- Caretaker's Unit** means any Unit or Lot in the Scheme (if any) nominated from time to time by the Body Corporate to the Caretaker as the Caretaker's Unit and includes any part of the common property in respect of which that Unit has rights of use or occupancy;
- Committee** means the committee of the Body Corporate;
- Common Property** means the common property as defined in the Act in the Scheme;
- Consumable Materials** means pool chemicals, fuel for mowers, cleaning agents and similar items that are regularly used when the Caretaker performs its obligations under

Caretaking Agreement

this Agreement;

Equipment means any item of equipment or device used or reasonably required to carry out the Caretakers' duties under this Agreement for example, gurney water blaster, polisher, vacuum cleaner, wiper snipper, mower, buckets, mops etc.

GST means the goods and services tax imposed by a *New Tax System (Goods & Services Tax) Act 1999 (Commonwealth)* or if that Act does not exist for any reason, any Act imposing or relating to the imposition or administration of the GST in Australia and any regulations made under that Act together with any related interest penalties fines or other charges;

Index Number means –

(i) the Consumer Price Index (All Groups) Number for Darwin published from time to time by the Australian Bureau of Statistics;

BUT

(ii) if the Consumer Price Index (All Groups) Number for Darwin ceases to be published then an index published at the date of commencement of the Term and at the relevant anniversary of such date, by the Australian Bureau of Statistics which reflects fluctuations of the cost of living in Brisbane; and

(A) as may be agreed upon by the parties; or

(B) if the parties are unable to agree, as may be determined by the President of the Northern Territory Law Society Incorporated or by some person nominated by him, whose decision will be conclusive and binding;

IF at any time during the Term the Australian Bureau of Statistics updates the reference base of the Index Number, the required conversion will be made to preserve the intended continuity of the calculations by making the appropriate arithmetical adjustment to make the updated index number correspond in reference to the Index Number at the review dates;

Property means the Common Property and all improvements and landscaping on or forming part of the Common Property (including without limitation any glazing);

Recreation Facilities means all improvements on the Common Property to be used for leisure or recreation purposes;

Related Person means any person nominated by the Caretaker to the committee from time to time

Scheme means the Zest Darwin Unit Titles Scheme

Scheme Land means the land the subject of the Scheme

Security Devices means any plant, equipment, device, cameras or other thing that monitors or records people or vehicle movement (or both) from and to the Scheme Land;

Skilled Tradesman includes without limitation a person who requires a licence, consent or other form of approval to conduct the relevant activity. For example, a plumber, electrician or builder is a Skilled Tradesman.

Tax Invoice has the meaning given in the laws referred to in the definition of GST

Caretaking Agreement

Term means the period of 25 years commencing from the day of 2011 and expiring on the day of 2035.

Party means a party to this agreement who has executed this agreement and any other person that becomes a party to this agreement from time to time;

1.2 Interpretation

In this agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) the singular includes the plural and vice versa and words importing gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement and a reference to this agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency;
- (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (h) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), government and governmental, semi-governmental and local authorities or agencies;
- (j) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
- (k) words and expression defined in the *Corporations Act 2001* (Cth) as at the date of this agreement have the meanings given to them in the *Corporations Act 2001* at that date; and
- (l) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a

Caretaking Agreement

permanent and visible form.

2. Appointment of Caretaker

2.1 The Body Corporate appoints the Caretaker for the Term to carry out the duties under this Agreement and the Caretaker accepts such appointment.

3. Remuneration of Caretaker

3.1 The Body Corporate will pay the Caretaker the sum of \$124,800.00 per annum (excluding GST). The payments will be made by equal calendar monthly instalments in arrears the first instalment to be paid one calendar month after the commencement of the Term.

3.2 Subject to clause 3.3 the remuneration of the Caretaker will be adjusted on each anniversary of the date of commencement of the Term in accordance with the following formula:

$$AR = R \text{ multiplied by } \frac{X}{Y}$$

Where :

- § AR means the amount of the adjusted annual remuneration to be paid from the relevant anniversary date
- § R is the amount of the annual remuneration under review
- § X is the Index number last published before the relevant date of the anniversary of the commencement date;
- § Y is the Index Number last published 12 months before the relevant date of the anniversary of the commencement date.

3.3 The remuneration of the Caretaker calculated under clause 3.2 can not in any circumstances be less than the remuneration payable before the calculation.

3.4 Where necessary any payments under this Agreement by the Body Corporate will be adjusted on a pro-rata basis for part of a month.

3.5 The parties acknowledge that any monetary or non-monetary consideration payable under this Agreement is exclusive of GST. If a party makes a taxable supply to another party pursuant to or under this Agreement, the other party must pay to the first party at the same time as it provides the GST exclusive consideration for that taxable supply but only if it is provided with a valid tax invoice contemporaneously with the payment.

3.6 The remuneration paid under this clause is not paid for the carrying out of the letting functions, providing letting services or operating a letting business.

Caretaking Agreement

4. Duties of Caretaker

- 4.1 The Caretaker by its employees or agents must carry out the following duties -
- (a) subject to any obligation of the owners of Lots in the Scheme under a By-law, maintain, repair and keep clean the Property or cause it to be managed, maintained, repaired and kept clean so as to ensure that it is kept in first class order and repair (consistent with the high quality and standard of the Building) and do all things necessary or in the opinion of the Caretaker desirable to protect the interests of the Body Corporate in respect of the Property;
 - (b) take reasonable steps in monitoring the observance of the By-Laws of the Body Corporate by the owners and/or occupiers (including their guests and licensees) for the time being of the lots in the Scheme;
 - (c) at the request of the Body Corporate advise the Body Corporate concerning the duties of the Caretaker and provide such other advice as the Body Corporate may request relative to the management, repair and maintenance of the Property;
 - (d) keep in its possession the master key or keys for any switch room, substation or other rooms under the control of the Body Corporate and the lots in the Scheme so far as individual lot owners will permit. The possession of those keys will only be surrendered to an authorised representative appointed by the committee of the Body Corporate or the individual lot owner concerned but the Caretaker will allow a lawfully authorised person in the course of his duties free access to any part of the Property so authorised at all reasonable times;
 - (e) report promptly to the Body Corporate on all things on the Property requiring repair and on all matters creating a hazard or danger and take remedial action where practicable;
 - (f) arrange maintenance contracts as required by the Body Corporate and ensure that any such contracts in force are carried out in accordance with their terms and for this purpose maintain a schedule of contracts with the due dates for service calls and dates of attendance which will be made available to a Committee representative on request;
 - (g) comply with and carry out all reasonable directions from time to time given by the Body Corporate to the Caretaker in and about the administration and management of the Property and the performance by the Body Corporate of its lawful obligations and duties;
 - (h) at all times ascertain and be aware of the general condition of the Property and all machinery and appurtenances used for the Property so that the Caretaker is able to keep the Body Corporate informed in that regard;
 - (i) as far as the Caretaker is reasonably able and lawfully capable of so doing to keep order in the Property and take such precautions as it sees fit to safeguard the Property against unlawful entry or accident or damage;

Caretaking Agreement

- (j) keep itself fully apprised of the layout, construction, location, construction, location, character, plan and operating of any lighting, irrigation, drainage, sewerage, power, communication, security and other systems and equipment installed on the Property with the aid of inspections made by competent personnel and with the assistance of a set of plans of the Property and any improvements on the Property (such plans to be provided to the Caretaker by the Body Corporate). Advise the Body Corporate generally on the condition of such systems and equipment from time to time and recommend to the Body Corporate (should the Caretaker consider it necessary) any changes or modifications to be made in respect of any such matters;
- (k) advise the Body Corporate in relation to any correspondence reports enquiries and complaints related to the Property and the management of the Property and advise the Body Corporate on such matters;
- (l) subject to obtaining the prior approval of the Body Corporate buy, sell, replace, erect, construct, repair, exchange, lease, hire or otherwise acquire and install all fittings, fixtures, equipment, improvements and additions to the Common Property on behalf of the Body Corporate as the Body Corporate may reasonably deem necessary to maintain the standard of the Common Property;
- (m) regularly –
 - (i) water, fertilise, weed, mow and maintain the lawns and maintain the gardens and shrubs on the Common Property;
 - (ii) clean and maintain the pool (including without limitation all chemicals, tests etc.) and keep the same tidy
 - (iii) clean, maintain and keep tidy the Property (without limitation all walk ways, foyers, lifts) and other assets of the Body Corporate in the care and control of the Caretaker;

to a high standard;
- (n) undertake such works and perform such other acts and do such other things as are incidental to or reasonably necessary and proper in the discharge of its duties and obligations under this Agreement;
- (o) carry out the written directions of the Body Corporate regarding specific matters or regarding permanent policies or procedures to be observed provided however that the Caretaker may refer any such directions to an expert in the manner provided in clause 11 of this Agreement;
- (p) if requested in writing by the Body Corporate and if applicable, the Caretaker must read meters (for example, water or other utility service meters) on the Scheme Land;
- (q) regularly remove rubbish from receptacles located on the Common Property to a nominated location point including a nominated location point suitable for external collection and maintain such receptacles in a clean and sanitary condition;
- (r) clear the Body Corporate letterbox daily and forward correspondence to the relevant person;

Caretaking Agreement

- (s) be on the Scheme Land between the hours of Monday to Friday inclusive 8:30 am to 6.00pm, Saturday 8:30 am to 12pm or such other hours and days as agreed by the Committee from time to time. In the case of an emergency the Caretaker will be available at all other times by telephone or similar means of communication.
- (t) account promptly to the Body Corporate for any moneys or other property held on behalf of the Body Corporate and secure for and credit to the Body Corporate any discounts, commissions or rebates obtained with respect to any purchase or expenditure on behalf of the Body Corporate.
- (u) carry out regular inspections of the Property to ensure that no unauthorised persons are using the Property and, so far as is possible, ensure the proper standards of behaviour are maintained by persons using the Property;
- (v) establish and maintain a reservation system for use of the Recreation Facilities where the use of the Recreation Facilities require such a system;
- (w) monitor Security Devices and arrange for the storage of recorded data from the Security Devices;
- (x) ensure that the Security Devices are maintained and kept in good working order so that they are fully functional;
- (y) manage the operation of the Security Devices including, without limitation, the activation/deactivation of any keys, codes or other things for locks and security systems on the Property;
- (z) take all reasonable steps to ensure that anything on the Common Property, or anything done on the Common Property, complies with the *Workplace Health & Safety Act 1995 (Cth)* and any other laws dealing with health and safety issues and risks (and advise the Body Corporate of any possible, or actual, breaches when the Caretaker becomes aware of them);
- (aa) manage the allocation of bicycle racks to owners or occupiers;
- (bb) regularly inspect the fire fighting equipment installed within or on the Common property and arrange for the inspection of such equipment by appropriately qualified organisations to ensure compliance with Northern Territory Fire Safety regulations at least once in every period of twelve (12) months and arrange for any maintenance or other works necessary to keep the equipment in working condition in accordance with the relevant legislation;
- (cc) prepare an emergency evacuation manual according to the requirements of the local fire authority;
- (dd) regularly inspect all drainage, sewerage and irrigation systems servicing the Common Property and if necessary arrange for repair or rectification of any problems;
- (ee) ensure that all common electrical apparatus including lighting is kept fully functional throughout the Common property and arrange for maintenance or other works necessary to keep all electrical equipment in working condition, including replacing any broken light bulbs as soon as possible;

Caretaking Agreement

- (ff) clean all glass and window surface of any lot as may be required. Where windows are not easily accessible the Caretaker will arrange for a professional window cleaner to perform the task at the cost of the Body Corporate;
 - (gg) if the local government authority does not collect rubbish from the Lots, remove all rubbish and waste material to the point of disposal or as directed by the Body Corporate;
 - (hh) ensure that the car parking arrangements on the Common Property are properly supervised;
 - (ii) Effect minor repairs and maintenance to the Common Property of such nature as not to require the services of a skilled tradesman;
 - (jj) perform such other acts and things as are reasonable necessary and proper in the discharge of its duties under this Agreement;
 - (kk) read all utility metres regularly and provide all information gathered from such readings to the Committee of the Body corporate;
 - (ll) generally, to the best of its ability, manage the Common Property and ensure that it is kept in first class order and repair and protect the interest in the Common property of the Body Corporate and the owners of Units and in this respect to cause the Common property, appurtenances, grounds and all plant and equipment to be properly maintained at all times;
 - (mm) Clean, test and maintain the pool, spa and any other facilities situated on the Common Property;
 - (nn) arrange pest control treatment of the Common property as reasonably required for the proper management of pests at the cost of the Body Corporate.
 - (oo) maintain an electronic log/event diary;
 - (pp) manage allocation and use of visitor parking spaces;
 - (qq) Provide its own Equipment necessary for carrying out its duties under this Agreement. The Body Corporate shall pay for Consumable Materials necessary for the cleaning and performance of the Caretaker's duties on behalf of the Body Corporate.
- 4.2 It is fundamental to this Agreement that the Caretaker will carry out all of the duties under this Agreement (or engage persons to carry out such duties on behalf of the Caretaker at the cost of the Caretaker) other than those duties that require a Skilled Tradesman to carry out such duties.
- 4.3 (a) Where a Skilled Tradesman is required then the Caretaker must arrange the appointment of such a person and obtain such quotations and anything else necessary to obtain the approval of the Body Corporate to the appointment of the Skilled Tradesman. It is the responsibility of the Body Corporate to authorise the appointment of such a person and the Body Corporate is liable for all costs of such person.

Caretaking Agreement

- (b) If there is a dispute between the Body Corporate and the Caretaker as to whether a Skilled Tradesman is required to carry out any duty, the dispute may be determined, at the instance of either party, by a licensed real estate agent nominated by the President for the time being of the Real Estate Institute of Northern Territory. Such nominee will have experience in caretaking agreements and in making his decision will act as an expert and not as an arbitrator. Both parties will be entitled to make written submissions to the nominee and the nominee will give notice of his decision as soon as reasonably practicable. The nominee's decision will be final and binding upon the parties and the cost of the nominee's decision will be borne by the parties in such shares as the expert may determine and failing such determination, equally.

4.4 Without limiting the Caretaker's duties and obligations under this Agreement, it will do the things mentioned in the Schedule to this Agreement at the times and frequency indicated or as otherwise agreed in writing with the Committee.

4.5 The Caretaker will effect in its own name and keep current during the Term at its cost and expense worker's compensation insurance in respect of any person required by law to be covered by such policy.

5. Expenditure by the Caretaker

5.1.1 The Caretaker is entitled to pledge the credit of the Body Corporate within the limits from time to time approved in writing by the Committee for the purpose of obtaining Consumable Materials used in the performance of its duties or those of other employees of the Body Corporate and for such other purposes as are necessary or incidental to the discharge of the obligations of the Caretaker under this Agreement.

5.1.2 The Caretaker will check and verify accounts for goods or services payable by the Body Corporate relative to matters which are the responsibility of the Caretaker under this Agreement and notify the Body Corporate that they are in order for payment.

6. Assignment

6.1 The Caretaker must not assign its interest in this Agreement unless:

- (a) the Caretaker gives to The Body Corporate not less than one (1) month's previous notice of the Caretaker's desire to assign its interest in this Agreement and such notice is accompanied by:
- (i) All pertinent details of the proposed assignee;
 - (ii) at least two (2) character references of the assignee (or in the case where the proposed assignee is a corporation, at least two (2) character references of at least two of the principal directors);
 - (iii) at least two (2) business references (including a bank opinion) in respect of such assignee (including, without limitation, personal guarantees of the assignee's obligations under this Agreement);

Caretaking Agreement

- (b) the Caretaker is not as at the date of giving notice or at the date of the assignment in default under this Agreement;
 - (c) the Caretaker proposes to assign its interest in this Agreement to:
 - (i) an assignee who is a suitable, respectable, reasonable and solvent person financially substantial and otherwise capable of performing the obligations of the Caretaker under this Agreement (the onus of proving which to the reasonable satisfaction of the Body Corporate is upon the Caretaker);
 - (ii) an assignee who enters into a deed with the Body Corporate in as form reasonably required by the Body Corporate containing, amongst other things, a covenant that he will comply with this Agreement;
 - (iii) an assignee who furnishes to the Body Corporate such further covenants, indemnities and guarantees in respect of the performance of the obligations of the Caretaker under this Agreement as the Body Corporate reasonably requires (including, without limitation, personal guarantees of the assignee's obligations under this agreement);
 - (iv) the Caretaker pays to the Body Corporate its reasonable fees and disbursements (including legal fees and stamp duty) of and incidental to the matters referred to in this clause.
 - (d) Where the Caretaker is the Letting Agent pursuant to a Letting Agreement then the Body Corporate may impose a condition that the Letting Agreement also be assigned to the proposed assignee.
- 6.2 If the Caretaker is a company, other than a company whose shares are listed on any Australia Stock Exchange, any change in the shareholding of the Caretaker altering the effective control of the Caretaker will be treated as a proposed assignment of this Agreement and the Caretaker must comply with clause 7.1.
- 6.3 The committee may decline to provide consent to the transfer if the transferee or Related Persons of the transferee have not entered into a contract to purchase the Caretaker's Unit (if any) with settlement of that contract to be effected simultaneously with the transfer of this Agreement.

7. Competition for Caretaker

- 7.1 Insofar as it is lawful, the Body Corporate agrees to not enter into any agreement in substantially the same terms as this Agreement with any other person while this Agreement is current. This clause is inserted for the Caretaker's benefit and may be waived by the Caretaker at any time.

Caretaking Agreement

8. Termination by Body Corporate

- 8.1 This Agreement may be terminated by the Body Corporate by notice to the Caretaker if the Caretaker:
- (a) assigns its interest in this Agreement in breach of clause 7 of this Agreement;
 - (b) fails to carry out its duties under this Agreement and such failure continues for fourteen (14) days after notice has been given to the Caretaker specifying the duty which the Caretaker has failed to carry out and calling upon the Caretaker to perform such duty;
 - (c) is guilty of gross misconduct or gross negligence in the performance of its duties;
 - (d) being an individual, is convicted of an indictable offence involving fraud or dishonesty, an assault or an offence involving assault.

9. Termination of Caretaker

- 9.1 This Agreement may be terminated by the Caretaker by notice to the Body Corporate in any of the following events:
- (a) if the Body Corporate fails to carry out duties under this Agreement and such failure continues for fourteen (14) days after notice has been given to the Body Corporate specifying the duty which the Body Corporate has failed to carry out;
 - (b) if the Body Corporate fails to pay to the Caretaker any remuneration payable to the Caretaker under the terms of this Agreement in the due date for payment and such failure continues for a period of fourteen (14) days after formal demand has been made therefore.

10. Disputes

- 10.1 If any disputes arises between the Caretaker and the body Corporate touching upon any matter arising under the terms of this Agreement or incidental to this Agreement, it will, unless otherwise provided, be determined and finally settled by a person to be agreed upon between the parties or failing agreement such person as may be nominate for the purpose by the President for the time being of the Northern Territory Law Society Incorporated at the request of either party and the person so acting will make his determination as an expert and not as an arbitrator.
- 10.2 Both parties are entitled to make written submissions to the expert.
- 10.3 The expert must give notice to his decision as soon as is reasonably practicable in the circumstances.
- 10.4 The expert's decision is final and binding upon the parties and the costs of the expert's determination will be borne by the parties in such shares as the expert may

Caretaking Agreement

decide, and failing such decision, equally.

10.5 Despite anything else in this clause 11, any party may at any time refer any dispute or other matter related to this Agreement to a court, or other body having jurisdiction.

11. Notices

11.1 Notice under this Agreement may be signed by a party or its solicitor.

11.2 Notices are effectively give if:

- (a) delivered or posted to the other party or its solicitor; or
- (b) sent to the facsimile number of the other party or its solicitor.

11.3 Notices posted will be treated as given 2 Business Days after posting.

11.4 Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

11.5.1 Notices by a party's solicitor to the other party or its solicitor will be treated as given with the first party's authority.

12. Costs

Each party will pay its own costs of this Agreement but any stamp duty must be paid by the Caretaker.

13. Engagement of Others by Caretaker

The Caretaker may engage other persons to carry out its duties and obligations under this Agreement. These persons may also engage other persons to carry out its duties and obligations under this Agreement. These persons may also engage other persons to assist them. Such engagement does not affect the liability of the Caretaker under this Agreement.

14. Caretaker's Unit

14.1 The Caretaker's Unit may be used by the Caretaker (or its nominees) for the purpose of management of the Property under this Agreement and conducting the letting business under the Letting Agreement (and any other lawful purpose).

14.2 While [] (or Related Person) is the Caretaker, in so far as it is lawful:

- (a) clauses 4.1(s), 4.3, 6.2 and 18 (but only in respect of the consent requested under clause 18) do not apply ;
- (b) if the Caretaker assigns, transfers or novates its interest under this Agreement it;
 - (i) need only obtain a deed of covenant, in favour of the Body Corporate ,

Caretaking Agreement

- from the assignee, transferee or person to whom its interest has been novated agreeing to be bound by the Caretaker's obligations under this Agreement; and
- (ii) is released from all obligations under this Agreement arising as and from the date of assignment, transfer or novation.

14.3 The Caretaker will not during the Term sell the Caretaker's Unit without the Body Corporate's approval, which consent shall not be unreasonably withheld if:

- (a) the conditions of this clause and this Agreement are satisfied;
- (b) the assignee is also acquiring the Letting Agreement and enters into a Deed of Covenant with the Body Corporate that it will not sell the Caretaker's Unit to any other person other than a party approved by the Body Corporate in accordance with the terms of this clause and this Agreement.;

Provided However that this clause 14.3 will not apply if the Caretaker and Letting Agent do not provide their respective services from a Lot within the Scheme.

15. Representatives

15.1 Both the Caretaker and Committee will appoint a person (**Representative**) to represent them under this Agreement. The Representative will represent the Caretaker or the Committee (as the case may be) and can give instructions and received advice on its behalf. A decision of the Representative is a decision of the person it represents.

15.2 A representative may be changed from time to time by notice given from the person the Representative represents.

15.3 The Representative of the Caretaker must attend meeting of the Committee and Body Corporate as requested from time to time.

16. Leave

The Caretaker can appoint a suitable replacement to carry out the Caretaker's functions under this Agreement for a total period of four (4) weeks per annum. However the Caretaker must provide reasonable details of the replacement to the Body Corporate and the Body Corporate's consent must be obtained to any replacement. That consent must not be unreasonably withheld.

17. Severance

If it is held by a Court of competent jurisdictions that:

- (a) any part of this Agreement is void, voidable, illegal or unenforceable; or
- (b) this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement were severed from this Agreement,

Caretaking Agreement

that part will be severed from and will not affect the continued operation of the rest of this Agreement unless to do so would change the underlying principal commercial purposes of this Agreement.

[Note : The plans referred to in clause 20, where they are attached to this proposed Agreement, are indicative only and may change once the building has been constructed]

18. Occupation Authority

18.1 The Body Corporate gives the Caretaker and/or the Letting Agent pursuant to the letting Agreement) the authority to place (and, where appropriate, have manned) a tour desk, brochure stands, signage, vending machines and other similar things (**Structures**) (for example, without limitation, marketing activities and sale of products) on any part of the Common Property on the following conditions:-

- (a) the Caretaker must keep any Structures in good condition and repair and to a standard commensurate with the surroundings in which they are located (namely a high quality and standard);
- (b) the Structures must not materially inhibit the flow of persons on the Common Property;
- (c) the Caretaker does not have the exclusive use of the area in which the Structures are located.
- (d) If the erection and use of a Structure cause any damage to the Common Property (except for fair wear and tear), the Caretaker must promptly make good such damage.

19. Supply of Services

19.1.1 Pay-Television If the Caretaker has an agreement with a Pay Television Provider that allows for the supply of a Pay Television Service to owners or occupiers of lots in the Scheme, the Caretaker will make available the Pay Television Service to owners or occupiers of lots in the Scheme that request it.

19.2 The Caretaker may charge the relevant lot owner or occupier for the Pay Television Service provided but that charge must not exceed the amount that would be payable if the Pay Television Provider provided the Pay Television Service direct to the relevant owner or occupier.

19.3 Services

If the Caretaker has an agreement with providers of any of the Services then the Caretaker may charge lot owners for the use of any of the services to a Lot that it is lawfully able to do so, including but not limited to

19.4 Other Services

If the Caretaker and the Letting Agent have an agreement with any of the Lot owners,

Caretaking Agreement

they can also provide at the owner's cost room cleaning services, the supply and/or changing/cleaning of linen, restocking of in-house consumables etc.

19.5 **PABX System** If there is installed in the Lots a PABX or other telephone system then the Caretaker may charge each individual lot owner for the use thereof.

19.6 In this clause 19;

- (a) **Pay Television Provider** means the supplier of Pay Television Services. For example, Foxtel or Austar.
- (b) **Services** means gas, hot water, water and/or electricity.

20. Guarantee

20 GUARANTEE AND INDEMNITY

20.1 If the Caretaker is not a natural person, other than any entity listed on the Australian Stock Exchange, the Caretaker shall procure the execution of this Agreement by not less than two natural persons who are directors or substantial holders of equity in the entity.

20.2 In consideration of the Body Corporate entering into this Agreement at the request of the Guarantors (for which the Guarantors acknowledge receipt of valuable consideration from the Body Corporate), the Guarantors (as testified by their execution of this Agreement):

20.2.1 unconditionally and irrevocably guarantee to the Body Corporate the due and punctual performance and observance by the Purchaser of the Caretaker's obligations under this Agreement, including any obligation to pay money; and

20.2.2 unconditionally and irrevocably indemnify the Body Corporate against all liability or loss arising from (and any costs, charges or expenses incurred in connection with) a breach by the Caretaker of this Agreement, including a breach of the obligation to pay money and a liquidator disclaiming this Agreement.

Caretaking Agreement

- 20.3 It is not necessary for the Body Corporate to incur expense or make payment before enforcing the right of indemnity contained in this clause 22. The Guarantors waive any rights they have of first requiring the Vendor to commence proceedings or enforce any other right against the Caretaker or any other person before claiming under this clause 20.
- 20.4 This guarantee and indemnity provided by the Guarantors is a continuing security and is not discharged by any one payment.
- 20.5 The liability of the Guarantors under this guarantee and indemnity (as guarantors, indemnifiers and principal debtors) and the rights of the Body Corporate under this guarantee and indemnity are not affected by anything which might otherwise affect the Guarantors at law or in equity including, but not limited to, one or more of the following:
- 20.5.1 the Body Corporate granting time or other indulgence to, compounding or compromising with or releasing the Caretaker;
 - 20.5.2 acquiescence, delay, acts, omissions or mistakes on the part of the Body Corporate or the Body Corporate;
 - 20.5.3 any novation or assignment of this Agreement by the Body Corporate or the Caretaker or any novation or assignment of any right or obligation by the Body Corporate or the Caretaker;
 - 20.5.4 any variation of this Agreement;
 - 20.5.5 the death or legal incapacity of any of the Guarantors;
 - 20.5.6 the failure of any of the Guarantors to execute the guarantee and indemnity incorporated in this Agreement;
 - 20.5.7 the invalidity of or inability to enforce an obligation or liability of a person other than the Guarantors; or
 - 20.5.8 a liquidator disclaiming this Agreement.
- 20.6 The Guarantors may not, without the consent of the Body Corporate as the case may be:
- 20.6.1 raise a set-off or counterclaim available to the Guarantors, or the Caretaker, against the Body Corporate in reduction of the Guarantor's liability under this guarantee and indemnity; or
 - 20.6.2 claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Body Corporate in connection with this Agreement;
 - 20.6.3 make a claim or enforce a right against the Body Corporate or their property; or
 - 20.6.4 prove in competition with the Body Corporate if a liquidator, provisional liquidator, receiver, administrator or trustee in Bankruptcy is appointed in respect of the Caretaker or the Caretaker is otherwise unable to pay its debts when they fall due;

Caretaking Agreement

until all monies and obligations owed by the Caretaker to the Body Corporate pursuant to this Agreement are satisfied in full.

20.7 If a claim that a payment or transfer to the Body Corporate in connection with this Agreement or this guarantee and indemnity is void or voidable (including but not limited to a claim under the laws relating to liquidation, administration, insolvency, bankruptcy or protection of creditors) is upheld, conceded or compromised then the Body Corporate is entitled immediately as against the Guarantors to the rights to which the Body Corporate would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.

20.8 The Guarantors agree to pay or reimburse the Body Corporate on demand for:

20.8.1 the Body Corporate costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity, including but not limited to legal costs; and

20.8.2 all stamp duty, fees and taxes and charges which are payable in respect of this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

20.9 Money paid to the Body Corporate by the Guarantors must be applied first against payment of costs, charges and expenses under this guarantee and indemnity and then against other obligations under this guarantee and indemnity.

20.10 The Body Corporate may assign its rights under this guarantee and indemnity. The Guarantors may not assign this guarantee and indemnity.

20.11 Notwithstanding anything expressed or implied to the contrary and notwithstanding any previous actual service on the Guarantors notice of any fact or thing served on the Caretaker shall be deemed to be service on the Guarantors and each of them for all purposes.

Executed as an Agreement by the parties

The Common Seal of the Body Corporate was)
affixed in the presence of)

.....
Committee Member (Chairman)

.....
Committee Member (Secretary)

Caretaking Agreement

Signed by the Caretaker in the presence of)
Director

.....
Secretary/Director

Caretaking Agreement

Schedule

(Clause 4.4)

The Caretaker will do the following:-

Cleaning and ground maintenance – daily routine (if necessary)

Automatic gates

- Check that operation is normal. Look for jerky movements or unusual noises.

Lifts

- Check and ensure lifts operating normal and functioning properly and arrange service/warranty agents to repair forthwith upon any problem or fault with lifts being notified. Clean all lifts daily.

Front Entry and Stairway

- Sweep and mop or vacuum area clean and remove all rubbish
- Clean and wipe glass and mirrors.
- Empty bins and ashtrays.

Pool, Spa, Sauna and Water Features

- Vacuum pool and clean skimmer baskets.
- Remove all floating and suspended matter from pool with skimmer nets.
- Clean spa walls and wipe clean tile surrounds
- Check water temperature in pool.
- Empty filter baskets in filter/plant room.
- Check pool for chlorine and PH levels.
- Check operation of sauna, clean and remove rubbish.

Barbeque Area

- Sweep area clean and empty all rubbish bins.
- Wipe clean all outdoor furniture and report any damaged or missing items.
- Clean of all fats/greases from BBQ plates and gratings.
- Check BBQ is operational.

Grounds

- Clean surrounds of pool of all leaves and rubbish.
- Align all deck chairs and sun lounges and report any damaged.
- Check all access paths and weep where necessary.
- Empty rubbish bins and smokers' receptacles.

Car Park

- Check car park area, pick up any rubbish lying around, (papers, wrappers etc) and empty

Caretaking Agreement

all rubbish bins.

- Check all light fittings and replace blown tubes or bulbs.

Footpath and Access Roads including Planters

- Sweep area clean, remove all rubbish, papers, etc.

Public Terraces/BBQ Area/Gym/Recreational Facility Areas/Club House and Media Room

- Open and lock areas daily as required.
- Check areas for cleanliness – clean as required.
- Remove all rubbish, papers etc.
- Ensure that all equipment is clean and in working order.
- Vacuum all floor surfaces and clean all windows.
- Clean toilets and showers.
- Clean windows and glass as required.
- Straighten furniture and ensure clean.
- Test all AV/media equipment for operation.

All Common Areas

- Effect minor repairs and maintenance to Common Property of such nature as not to require the services of a Skilled Tradesmen.

Garbage Bin/Refuse Chutes Area

- Transport the garbage located in the garbage bin area to the central garbage collection area;
- Clean rubbish room, rubbish chute;
- Disinfect bins

Cleaning and grounds maintenance – weekly routine (if necessary)

Barbeque Area

- Mop over all tiles with cleanser/deodoriser
- Check operation of barbeque controls/jets and light fittings.
- Clean out drip tray and renew sand.

Grounds

- Sweep all pathways and hose clean, if permitted.
- Hose clean and scrub where necessary all outdoor furniture to remove dirt stains, if permitted.
- Mow all lawns and trim edges.
- Weed lawns and gardens and prune all shrubs and trees, as necessary.
- Water the garden areas not watered by automatic sprinklers located on Common Property, if permitted.

Caretaking Agreement

Light Fittings

- Maintain a supply of all types of light bulbs and tubes used in the complex.
- Carry out an inspection of all light fittings and replace bulbs required.
- Have faulty light fittings repaired as required.
- Check for correct operation and repair as required.

Car Parks

- Hose down all common areas, if permitted.

Footpath/Access, Roads and Planters

- Hose down all footpaths and access roads, if permitted.

Garbage Bin Area

- Thoroughly wash down and wipe clean all door surfaces with disinfectant/cleanser.

All common areas

- Clean all windows and glass that is accessible.

Cleaning and grounds maintenance – monthly routine (if necessary)

Grounds

- Trim hedges. Fertilise and mulch all lawns and gardens (seasonally).
- Check condition of soil in gardens and replenish if necessary.
- Spray plants with approved formulas to eradicate garden pests.
- Replace dead shrubs and flowers at the cost and expense of the body corporate.
- Wash out all bins with disinfectant/cleanser.

Car Parks

- Oil and grease marks should be removed as noticed.

Garbage Bin Area

- Scrub out bins with disinfectant/cleanser. Scrub out bin area with disinfectant/cleanser.

Cleaning and grounds maintenance – six monthly routine (if necessary)

Time Clocks

- Adjust all time clocks operating exterior lights during the wet season and the dry season.

Letting Agreement

Letting Agreement

Tsoukalis Lawyers
T100,
130 The Esplanade
Darwin NT 0800

Telephone: 08 89422611
Facsimile: 08 89418511

www.tsoukalislawyers.com.au

Letting Agreement

This Agreement is made the _____ day of _____ 20 .

BETWEEN: **BODY CORPORATE** for **ZEST DARWIN UNIT TITLE SCHEME** of care of [] (*the Body Corporate*).

AND: [] **PTY LTD (A.C.N. _____)** of care of [] (*the Letting Agent*)

WHEREAS

- A. Under the Act the Body Corporate may grant the right to conduct a Letting Business and enter into an agreement for the provision of the Letting Services.
- B. The Body Corporate will grant the Letting Agent the right to conduct the Letting Business, and the Letting Agent will provide the Letting Services.

The Parties agree and covenant as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement except where inconsistent with context words used which are defined in the Act will have the meaning so defined and the following terms will have the following meanings:-

- (a) **Caretaking Agreement** means the Caretaking Agreement entered into between the Body Corporate and the Letting Agent;
- (b) **Committee** means the committee of the Body Corporate elected or appointed under the Act;
- (c) **Common Property** means the common property as defined by the Act;
- (d) **Letting Agents Unit** means any Unit or Lot in the Scheme (if any) nominated from time to time by the Body Corporate to the Caretaker as the Caretaker's Unit in accordance with the Caretaking Agreement;
- (e) **Letting Business** means
 - (a) the rental and letting of Lots;
 - (b) the rental and letting of Lots for short term, long term or holiday term stays (if this service is offered by the Letting Agent);
 - (c) the letting of Lots as self-contained units (with and without furniture and furnishings) (if this service is offered by the Letting Agent);

Letting Agreement

- (iv) the sale of Lots(if this service is offered by the Letting Agent);
 - (v) the hiring of equipment to items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and the Owners;
 - (vi) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Scheme and/or which the Letting Agent wishes to provide;
- (j) **Letting Services** means the services, duties and obligations of the Letting Agent in this Agreement;
 - (k) **Lots** means a lot in the Scheme;
 - (l) **Nominee** means the person nominated by the Body Corporate under Clause 7.1;
 - (m) **Owners** means registered owners of Lots and includes mortgagees in possession;
 - (n) **Property** means the land comprised in the Scheme;
 - (o) **Scheme** means the Zest Darwin Unit Title Scheme;
 - (p) **Scheme Land** means the land the subject of the Scheme;
 - (o) **Term** means the period of twenty five (25) years commencing from the day of 2010 and expiring on the day of 2035.

1.2 Interpretation

In the interpretation of this Agreement unless the context otherwise requires -

- (a) Words denoting any gender include all other genders.
- (b) Words denoting persons include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa.
- (c) References to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns.
- (d) Any obligation on the part of two or more persons is deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
- (e) Words expressing the singular include the plural and vice versa.
- (f) Headings are included for convenience only and do not affect the interpretation of this Agreement.
- (g) References to Sections, Clauses, Recitals, Schedules and Annexures are to Sections and Clauses of and Recitals, Schedules and Annexures to this Agreement.

Letting Agreement

- (h) References to this Agreement are to this Agreement as amended supplemented or varied from time to time.
- (i) References to any document or agreement includes all references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time.
- (j) Expressions cognate with expressions defined in Clause 1 are to be construed accordingly.
- (k) References to dates and times are to Brisbane time.
- (l) References to "\$" and "dollars" are to Australian dollars.
- (m) Recitals to this Agreement are to be read as and form part of this Agreement.
- (n) References to writing include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form.
- (o) References to any legislation includes any legislative provision which amends, extends, consolidates or replaces it and any orders, regulations, instruments, proclamations or other subordinate legislation made under it.
- (p) References to institutes, associations, bodies and authorities whether statutory or otherwise will, if it ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to refer to the institute, association, body or authority established or constituted in its place or which substantially succeeds to its powers or functions.
- (q) No rule of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Agreement or any part of it.
- (r) Unless application is mandatory by law, any legislation present or future will not apply to this Agreement so as to abrogate extinguish, impair, delay or otherwise prejudicially affect the exercise or enjoyment of any rights given or accruing to any party.

2. Term

- 2.1 The Body Corporate grants to the Letting Agent the right to conduct the Letting Business for the Term.
- 2.2 In consideration of the Body Corporate granting to the Letting Agent the right to carry on the Letting Business, the Letting Agent will provide the Letting Services.

3. Rights and Obligations of the Letting Agent

Letting Agreement

- 3.1 The Letting Services may be carried out by the Letting Agent, its delegates or its employees.
- 3.2 The Letting Agent may conduct the Letting Business and will provide the Letting Services from the Letting Agents Unit or from any other part of the Property designated for the use by the Letting Agent for that purpose.
- 3.3 The Letting Agent will -
- (a) provide the Letting Services for the Owners who require that service;
 - (b) supervise the standard of tenants of all lettings and ensure no nuisance is created;
 - (c) if the Letting Agent has an agreement with any of the Lot owners, to provide at the owner's cost room cleaning services, the supply and/or changing/cleaning of linen, restocking of in-house consumables etc;
 - (d) be entitled to erect or procure the erection of signs of an appropriate size, type and design in the Complex to promote and foster the Letting Business, in such locations as are appropriate to do so;
 - (e) obtain all necessary permits, consents or licences required to provide the Letting Services;
 - (f) act fairly and lawfully and not discriminate between Owners; and
 - (g) keep proper records and books of all tenancies.
- 3.4 All costs of the Letting Agent in running the Letting Business will be paid by the Letting Agent including all consents, licences, permits, signs and equipment, except those which under any agreement are payable by some other person.
- 3.6 The Letting Agent acknowledges that the Owners may utilise the service of other agents or let their Lots themselves, and the Letting Agent must not unreasonably interfere with these rights.
- 3.7 The Letting Agent must comply with all laws in conducting the letting business
- 3.8 The Letting Agent must be contactable on after hours or mobile number at all reasonable times.

4. Obligations of the Body Corporate

- 4.1 The Body Corporate will not -
- (a) itself conduct; nor

Letting Agreement

- (b) grant to any other person or entity any rights to conduct in the Scheme;
a business the same or similar to the Letting Business.

4.2 The Body Corporate will -

- (a) ensure that the Common Property is cleaned and maintained to the standard of a complex of the nature as the Scheme;
- (b) co-operate with the Letting Agent in taking all action reasonably and practically necessary to stop any person or entity from conducting in the Scheme a business the same or similar to the Letting Business.
- (c) Subject to any legal requirements or restrictions, the Body corporate must allow the Letting Agent to carry on the business of Letting Business and provide the Letting Services but may restrict such services being provided from the Scheme land to owners of Lots in the Scheme only.

5. Remuneration

- 5.1 The Letting Agent will not be paid any remuneration by the Body Corporate for conducting the Letting Business or providing the Letting Services.
- 5.2 The Letting Agent will negotiate commissions and charges with the Owners who require use of the Letting Business or Letting Services.

6. Instructions

- 6.1 The Body Corporate must -
 - (a) nominate one person to communicate with the Letting Agent on its behalf; and
 - (b) notify the Letting Agent in writing of the appointment of that Nominee or its replacement.
- 6.2 The Letting Agent must -
 - (a) confer with the Nominee concerning the Letting Services; and
 - (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

7. Assignment and Dealing

Letting Agreement

- 7.1 The Letting Agent must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 7.2 The Body Corporate must -
- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
 - (b) give its consent or refusal to any proposed assignment within 30 days of the Letting Agent giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.
- 7.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require -
- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, reasonable, respectable and capable of satisfactorily performing the Letting Services; and
 - (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.
- 7.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require -
- (a) that the proposed assignee execute in favour of the Body Corporate a Deed of Covenant to comply with the terms of this Agreement;
 - (b) that the Letting Agent pay to the Body Corporate all legal costs incurred by it in giving its consent;
 - (c) that the Letting Agent contemporaneously assigns to the Assignee the Caretaking Agreement; and
 - (d) that the proposed assignee enters into a Deed of Covenant to be prepared by the Body Corporate and containing such covenants as the Body Corporate shall require including a covenant that the proposed assignee will not assign its interest in this agreement without contemporaneously assigning to the same transferee its interest in the Caretaking Agreement and a further covenant not to assign without obtaining covenants in like terms from any proposed transferee.
- 7.5 If the Letting Agent wishes to mortgage, charge or encumber its interest in this Agreement, the Body Corporate -
- (a) will, prior to giving its consent, be entitled to require all documents and information that are reasonable, usual, appropriate and relevant to the Body Corporate granting its consent; and
 - (b) will, if it gives its consent, execute any deed or agreement required by the lender to the Letting Agent unless that deed or agreement unreasonably and substantially alters or interferes with the right, duties and obligations of the Body

Letting Agreement

Corporate under this Agreement or under the Act.

8. Termination

- 8.1 The Body Corporate may terminate this Agreement if the Letting Agent -
- (a) is convicted of an indictable offence involving fraud or dishonesty;
 - (b) is guilty of gross misconduct or gross negligence in performing or failing to perform the Letting Services;
 - (c) is in breach of this Agreement, and that breach continues at the end of 14 days after notice in writing delivered by the Body Corporate to the Letting Agent requiring that breach to be remedied;
 - (d) if a company becomes subject to any form of external administration referred to in the Corporations Law;
 - (e) if an individual, is bankrupt or makes any assignment for the benefit of creditors or enters into any composition or scheme or arrangement.
- 8.2 This Agreement may be terminated by the Letting Agent at any time upon the Letting Agent giving the Body Corporate three months written notice of the termination.

9. Notices

- 9.1 All notices and other communications between the parties may be sent by certified post with postage prepaid or by hand delivery to the party at the address shown in this Agreement or by facsimile to the facsimile number of the party or to such other address or person as either party may specify by notice in writing to the other.
- 9.2 All such notices or communications will be deemed to have been given or made -
- (a) if by mail 2 business days after being deposited in the mail with postage prepaid;
 - (b) if delivered by and at the time of delivery; and
 - (c) if sent by facsimile transmission, when the sender's transmission record indicates that the same was received without error.

10. Costs

Letting Agreement

10.1 The Letting Agent must pay -

the legal costs and expenses of the Body Corporate incurred in the preparation and execution of this Agreement; and

any Stamp Duty on this Agreement.

11. Severance

11.1 If any provision of this Agreement is, for any reason, considered to found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of this Agreement and will be deemed never to have been part of this Agreement. The remainder of the provisions of this Agreement will remain in full force and effect unless the basic purposes of this Agreement are defeated.

12. Further Assurance

12.1 The parties agree and agree to procure every other person as required to sign all documents and otherwise do all such acts, matters and things as may be necessary or desirable to give full force and effect to this Agreement.

13. Governing Law

13.1 This Agreement will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any party or the occurrence of any act, matter or thing outside of Queensland.

14. Caretaking Business

14.1 The Letting Agent has entered into a Caretaking Agreement with the Body Corporate contemporaneously with entering into this Agreement. The parties acknowledge and agree that -

- (a) a default under the Caretaking Agreement will constitute a default under this Agreement, and vice versa;
- (b) upon the expiration or termination of the Caretaking Agreement, this Agreement will expire or terminate on the same date; and
- (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Caretaker assigns to the proposed assignee at the same

Letting Agreement

time its interest in the Caretaking Agreement.

Executed as an Agreement

THE COMMON SEAL of THE BODY)
CORPORATE for ZEST DARWIN UNIT)
TITLES SCHEME was affixed by)
Authority of the resolution of the Body)
Corporate under the hands of two)
authorised officers of the body)
corporate who certify that they are the)
proper officers to affix such Seal.

Authorised Signatory

Authorised Signatory

SIGNED SEALED AND DELIVERED)
BY [] ACN [] in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth):

Director
Print full Name

Director/Secretary

Print Full Name

Sole Director/Secretary Company

SIGNED SEALED AND DELIVERED)
BY [] ACN [] in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth):

Sole Director and the Sole
Company Secretary

Print Full Name

DISCLOSURE STATEMENT

Schedule 7 – Indicative Body Corporate Budget



strata
property
management

Proposed Budget & Lot Liabilities including Sinking Fund Contributions
ZEST RESIDENCES 3-5 Gardiner Street, DARWIN NT

Unit No:	Interest Entitlement:	Contribution Lot Entitlement:	Quarterly Admin:	Annual Admin:	Quarterly Sinking:	Annual Sinking:	Quarterly Total Fees:	Annual Total Fees:
101	82	82	\$ 1,063.24	\$ 4,252.94	\$ -	\$ -	\$ 1,063.24	\$ 4,252.94
102	35	35	\$ 453.82	\$ 1,815.28	\$ -	\$ -	\$ 453.82	\$ 1,815.28
301	79	79	\$ 1,024.34	\$ 4,097.35	\$ -	\$ -	\$ 1,024.34	\$ 4,097.35
302	73	73	\$ 946.54	\$ 3,786.16	\$ -	\$ -	\$ 946.54	\$ 3,786.16
303	73	73	\$ 946.54	\$ 3,786.16	\$ -	\$ -	\$ 946.54	\$ 3,786.16
304	70	70	\$ 907.64	\$ 3,630.56	\$ -	\$ -	\$ 907.64	\$ 3,630.56
305	70	70	\$ 907.64	\$ 3,630.56	\$ -	\$ -	\$ 907.64	\$ 3,630.56
306	79	79	\$ 1,024.34	\$ 4,097.35	\$ -	\$ -	\$ 1,024.34	\$ 4,097.35
307	69	69	\$ 894.67	\$ 3,578.69	\$ -	\$ -	\$ 894.67	\$ 3,578.69
308	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
309	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
310	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
311	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
312	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
313	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
314	66	66	\$ 881.71	\$ 3,526.83	\$ -	\$ -	\$ 881.71	\$ 3,526.83
401	67	67	\$ 868.74	\$ 3,474.96	\$ -	\$ -	\$ 868.74	\$ 3,474.96
402	67	67	\$ 868.74	\$ 3,474.96	\$ -	\$ -	\$ 868.74	\$ 3,474.96
403	67	67	\$ 868.74	\$ 3,474.96	\$ -	\$ -	\$ 868.74	\$ 3,474.96
404	67	67	\$ 868.74	\$ 3,474.96	\$ -	\$ -	\$ 868.74	\$ 3,474.96
405	67	67	\$ 868.74	\$ 3,474.96	\$ -	\$ -	\$ 868.74	\$ 3,474.96
406	67	67	\$ 868.74	\$ 3,474.96	\$ -	\$ -	\$ 868.74	\$ 3,474.96
407	67	67	\$ 868.74	\$ 3,474.96	\$ -	\$ -	\$ 868.74	\$ 3,474.96
408	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
409	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
410	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
411	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
412	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
413	54	54	\$ 700.18	\$ 2,800.72	\$ -	\$ -	\$ 700.18	\$ 2,800.72
414	69	69	\$ 894.67	\$ 3,578.69	\$ -	\$ -	\$ 894.67	\$ 3,578.69
501	69	69	\$ 894.67	\$ 3,578.69	\$ -	\$ -	\$ 894.67	\$ 3,578.69
502	69	69	\$ 894.67	\$ 3,578.69	\$ -	\$ -	\$ 894.67	\$ 3,578.69
503	69	69	\$ 894.67	\$ 3,578.69	\$ -	\$ -	\$ 894.67	\$ 3,578.69
504	69	69	\$ 894.67	\$ 3,578.69	\$ -	\$ -	\$ 894.67	\$ 3,578.69
505	69	69	\$ 894.67	\$ 3,578.69	\$ -	\$ -	\$ 894.67	\$ 3,578.69

Notes:
Interstate utilities usually do not include rubbish, sewerage or water rates as they are billed via council rates directly to the unit owner. In the NT these are paid in bulk by the body corporate on behalf of the owners.
Developers Contribution to Sinking Fund *
Developer will pay a sinking fund contribution of \$50,000 for the first four years of the body corporate operation. Owners should note that at the end of this period that budget contributions will increase. The increase will be calculated at that time based on the current costs and in consultation between the members and the body corporate manager.



LICENSED REAL ESTATE AGENTS

strata
property
management

**Proposed Budget & Lot Liabilities Including Sinking Fund Contributions
ZEST RESIDENCES 3-5 Gardiner Street, DARWIN NT**

Unit No:	Lot/Strata No:	CONTRIBUTION TO SINKING FUND	Annual Admin:	Quarterly Admin:	Quarterly Sinking:	Annual Sinking:	Quarterly Total Fees:	Annual Total Fees:
506	69	\$	\$ 3,578.69	\$ 894.67	\$	\$	\$ 894.67	\$ 3,578.69
507	69	\$	\$ 3,578.69	\$ 894.67	\$	\$	\$ 894.67	\$ 3,578.69
508	55	\$	\$ 2,852.58	\$ 713.15	\$	\$	\$ 713.15	\$ 2,852.58
509	55	\$	\$ 2,852.58	\$ 713.15	\$	\$	\$ 713.15	\$ 2,852.58
510	55	\$	\$ 2,852.58	\$ 713.15	\$	\$	\$ 713.15	\$ 2,852.58
511	55	\$	\$ 2,852.58	\$ 713.15	\$	\$	\$ 713.15	\$ 2,852.58
512	55	\$	\$ 2,852.58	\$ 713.15	\$	\$	\$ 713.15	\$ 2,852.58
513	55	\$	\$ 2,852.58	\$ 713.15	\$	\$	\$ 713.15	\$ 2,852.58
514	70	\$	\$ 3,630.56	\$ 907.64	\$	\$	\$ 907.64	\$ 3,630.56
601	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
602	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
603	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
604	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
605	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
606	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
607	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
608	57	\$	\$ 2,956.31	\$ 739.08	\$	\$	\$ 739.08	\$ 2,956.31
609	57	\$	\$ 2,956.31	\$ 739.08	\$	\$	\$ 739.08	\$ 2,956.31
610	57	\$	\$ 2,956.31	\$ 739.08	\$	\$	\$ 739.08	\$ 2,956.31
611	57	\$	\$ 2,956.31	\$ 739.08	\$	\$	\$ 739.08	\$ 2,956.31
612	57	\$	\$ 2,956.31	\$ 739.08	\$	\$	\$ 739.08	\$ 2,956.31
613	57	\$	\$ 2,956.31	\$ 739.08	\$	\$	\$ 739.08	\$ 2,956.31
614	71	\$	\$ 3,682.43	\$ 920.61	\$	\$	\$ 920.61	\$ 3,682.43
701	73	\$	\$ 3,786.16	\$ 946.54	\$	\$	\$ 946.54	\$ 3,786.16
702	73	\$	\$ 3,786.16	\$ 946.54	\$	\$	\$ 946.54	\$ 3,786.16
703	73	\$	\$ 3,786.16	\$ 946.54	\$	\$	\$ 946.54	\$ 3,786.16
704	73	\$	\$ 3,786.16	\$ 946.54	\$	\$	\$ 946.54	\$ 3,786.16
705	73	\$	\$ 3,786.16	\$ 946.54	\$	\$	\$ 946.54	\$ 3,786.16
706	73	\$	\$ 3,786.16	\$ 946.54	\$	\$	\$ 946.54	\$ 3,786.16
707	73	\$	\$ 3,786.16	\$ 946.54	\$	\$	\$ 946.54	\$ 3,786.16
708	59	\$	\$ 3,060.04	\$ 765.01	\$	\$	\$ 765.01	\$ 3,060.04
709	59	\$	\$ 3,060.04	\$ 765.01	\$	\$	\$ 765.01	\$ 3,060.04
710	59	\$	\$ 3,060.04	\$ 765.01	\$	\$	\$ 765.01	\$ 3,060.04
711	59	\$	\$ 3,060.04	\$ 765.01	\$	\$	\$ 765.01	\$ 3,060.04
712	59	\$	\$ 3,060.04	\$ 765.01	\$	\$	\$ 765.01	\$ 3,060.04

UTILITIES #

Interstate utilities usually do not include rubbish, sewerage or water rates as they are billed via council rates directly to the unit owner. In the NT these are paid in bulk by the body corporate on behalf of the owners.

The Developer Contribution to Sinking Fund * developer will pay a sinking fund contribution of \$50,000 for the first four years of the body corporates operation. Owners should note that at the end of this period that budget contributions will increase. The increase will be calculated at that time based on the current costs and in consultation between the members and the body corporate manager.



LICENSED REAL ESTATE AGENTS

strata
property
management

**Proposed Budget & Lot Liabilities including Sinking Fund Contributions
ZEST RESIDENCES 3-5 Gardiner Street, DARWIN NT**

Unit No:	Unit No:	CONTRIBUTOR LK	CONTRIBUTOR LK	Annual Admini	Quarterly Sinking:	Annual Sinking:	Quarterly Total Fees:	Annual Total Fees:
713	59	Entitlement:	Entitlement:	765.01	Quarterly Sinking:	Annual Sinking:	765.01	3,060.04
714	73			\$ 3,786.16	\$ -	\$ -	\$ 946.54	\$ 3,786.16
801	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
802	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
803	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
804	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
805	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
806	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
807	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
808	61			\$ 3,163.77	\$ -	\$ -	\$ 790.94	\$ 3,163.77
809	61			\$ 3,163.77	\$ -	\$ -	\$ 790.94	\$ 3,163.77
810	61			\$ 3,163.77	\$ -	\$ -	\$ 790.94	\$ 3,163.77
811	61			\$ 3,163.77	\$ -	\$ -	\$ 790.94	\$ 3,163.77
812	61			\$ 3,163.77	\$ -	\$ -	\$ 790.94	\$ 3,163.77
813	61			\$ 3,163.77	\$ -	\$ -	\$ 790.94	\$ 3,163.77
814	75			\$ 3,889.89	\$ -	\$ -	\$ 972.47	\$ 3,889.89
901	77			\$ 3,993.62	\$ -	\$ -	\$ 998.40	\$ 3,993.62
902	77			\$ 3,993.62	\$ -	\$ -	\$ 998.40	\$ 3,993.62
903	77			\$ 3,993.62	\$ -	\$ -	\$ 998.40	\$ 3,993.62
904	77			\$ 3,993.62	\$ -	\$ -	\$ 998.40	\$ 3,993.62
905	78			\$ 4,045.48	\$ -	\$ -	\$ 1,011.37	\$ 4,045.48
906	78			\$ 4,045.48	\$ -	\$ -	\$ 1,011.37	\$ 4,045.48
907	78			\$ 4,045.48	\$ -	\$ -	\$ 1,011.37	\$ 4,045.48
908	63			\$ 3,267.50	\$ -	\$ -	\$ 816.88	\$ 3,267.50
909	63			\$ 3,267.50	\$ -	\$ -	\$ 816.88	\$ 3,267.50
910	63			\$ 3,267.50	\$ -	\$ -	\$ 816.88	\$ 3,267.50
911	63			\$ 3,267.50	\$ -	\$ -	\$ 816.88	\$ 3,267.50
912	63			\$ 3,267.50	\$ -	\$ -	\$ 816.88	\$ 3,267.50
913	63			\$ 3,267.50	\$ -	\$ -	\$ 816.88	\$ 3,267.50
914	77			\$ 3,993.62	\$ -	\$ -	\$ 998.40	\$ 3,993.62
1001	110			\$ 5,705.17	\$ -	\$ -	\$ 1,426.29	\$ 5,705.17
1002	101			\$ 5,238.38	\$ -	\$ -	\$ 1,309.59	\$ 5,238.38
1003	101			\$ 5,238.38	\$ -	\$ -	\$ 1,309.59	\$ 5,238.38
1004	110			\$ 5,705.17	\$ -	\$ -	\$ 1,426.29	\$ 5,705.17
TOTAL	7000		7000	\$ 363,056.00	\$ -	\$ -	\$ 90,764.00	\$ 363,056.00

Utilities #
 Interstate utilities usually do not include rubbish, sewerage or water rates as they are billed via council rates directly to the unit owner. In the NT these are paid in bulk by the body corporate on behalf of the owners.
 Developers Contribution to Sinking Fund *
 Developer will pay a sinking fund contribution of \$50,000 for the first four years of the body corporates operation. Owners should note that at the end of this period that budget contributions will increase. The increase will be calculated at that time based on the current costs and in consultation between the members and the body corporate manager.

Entitlement Schedules		
ZEST RESIDENCES 3-5 Gardiner Street, DARWIN NT		
Unit No:	Interest Lot Entitlement:	Contribution Lot Entitlement:
101	82	82
102	35	35
301	79	79
302	73	73
303	73	73
304	70	70
305	70	70
306	79	79
307	69	69
308	54	54
309	54	54
310	54	54
311	54	54
312	54	54
313	54	54
314	68	68
401	67	67
402	67	67
403	67	67
404	67	67
405	67	67
406	67	67
407	67	67
408	54	54
409	54	54
410	54	54
411	54	54
412	54	54
413	54	54
414	69	69
501	69	69
502	69	69
503	69	69
504	69	69
505	69	69
506	69	69
507	69	69
508	55	55
509	55	55
510	55	55
511	55	55
512	55	55
513	55	55
514	70	70
601	71	71
602	71	71
603	71	71
604	71	71
605	71	71
606	71	71
607	71	71
608	57	57
609	57	57
610	57	57
611	57	57
612	57	57
613	57	57
614	71	71
701	73	73
702	73	73
703	73	73
704	73	73
705	73	73
706	73	73
707	73	73
708	59	59
709	59	59
710	59	59
711	59	59
712	59	59
713	59	59
714	73	73
801	75	75
802	75	75
803	75	75
804	75	75
805	75	75
806	75	75
807	75	75
808	61	61
809	61	61
810	61	61
811	61	61
812	61	61
813	61	61
814	75	75
901	77	77
902	77	77
903	77	77
904	77	77
905	78	78
906	78	78
907	78	78
908	63	63
909	63	63
910	63	63
911	63	63
912	63	63
913	63	63
914	77	77
1001	110	110
1002	101	101
1003	101	101
1004	110	110
TOTAL	7000	7000



LICENSED REAL ESTATE AGENTS

strata
property
management

ZEST RESIDENCES**Lot 1419 & 1420 (3-5) Gardiner Street, DARWIN NT****Total Entitlements****7,000 No: Units****104*****Proposed Annual Budget - Year 2010******Building Maintenance***

Caretakers Contract	\$124,800.00
Gardens & Grounds Equipment	\$1,560.00
Building Maintenance	\$10,920.00
Electricity-Common Areas	\$52,000.00
Fire Equipment	\$5,200.00
Lift Expenses	\$14,400.00
Pest Control	\$2,600.00
Pool Equipment	\$1,560.00
Sundries	\$4,160.00

Utilities #

Rubbish Removal	\$18,720.00
Sewerage Charges	\$37,960.00
Water Usage Charges	\$41,600.00

Legal Compliance & Administration

Management Fees	\$15,600.00
Postage, Printing & Outlays	\$936.00
BAS Preparation Fees & Tax Returns	\$936.00
Bank Charges	\$104.00

Insurance

Building Replacement & Public Liability	\$30,000.00
Total Administration Budget	\$363,056.00

Sinking Fund

Sinking Fund	\$50,000.00
Total Budget	\$413,056.00

Developers Contribution to Sinking Fund *

Sinking Fund first four years	-\$50,000.00
-------------------------------	--------------

Total Budget payable by Owners**\$363,056.00**

**Budget Based on a completion date of
30th June 2011**

Phil Doyle
Managing Director
Email - phil@sterlingps.com.au
Ph:08 8947 0166 Fax: 08 8947 1848
GPO Box 3720, DARWIN, NT, 0801

Disclosure Statement signed by the Vendor

VENDOR

Signed for and on behalf of Rapid Form Systems Pty Ltd)	
by)	
.....)	
Print Name	)	.....
his/her/its duly appointed attorney under registered power of attorney	)	Signature
No....., in the presence of:)	
.....)	
Print Name of Witness	)	.....
	)	Signature of Witness

Acknowledgement of Receipt of Disclosure Statement

Receipt of this Disclosure Statement is hereby acknowledged by the Purchasers and Guarantors

PURCHASER - INDIVIDUALS

Signed by)	
.....)	
Print Name	)	.....
in the presence of:)	
.....)	
Print Name of Witness	)	.....
	)	Signature of Witness
Signed by)	
.....)	
Print Name	)	.....
in the presence of:)	
.....)	
Print Name of Witness	)	.....
	)	Signature of Witness

PURCHASER – COMPANIES AND TRUSTS

Executed by)	
)	
in accordance with section 127 of the Corporations Act 2001:)	
)	
.....	
Print Name of Director		Signature of Director
.....	
Print Name of Director/Secretary		Signature of Director/Secretary
The Common Seal of)	
)	
)	
was hereto affixed in accordance with its articles of association in the presence of:)	
)	
.....	
Print Name of Director		Signature of Director
.....	
Print Name of Director/Secretary		Signature of Director/Secretary

ACKNOWLEDGEMENT BY GUARANTORS

Signed sealed and delivered by)	
)	
.....)
Print Name		Signature
in the presence of:		
.....	
Print Name of Witness		Signature of Witness
Signed sealed and delivered by)	
)	
.....)
Print Name		Signature
in the presence of:		
.....	
Print Name of Witness		Signature of Witness



A legal practice conducted by
Tsoukalis Lawyers Pty Ltd
ACN 138 987 907
ABN 59 436 227 755

25 June 2010

PO Box 3092
Darwin NT 0801

Ms Wendy Endenburg
Land Titles Office
Ground Floor, Nichols Place
Cnr Cavenagh & Bennett Streets
Darwin NT 0800

My ref – 10-014

Dear Ms Endenburg

REGISTRATION OF DISCLOSURE STATEMENT – “ZEST DARWIN” – LOTS 1419 AND LOT 1420 TOWN OF DARWIN

Attached please find Disclosure Statement for approval by you for registration purposes.

As my client is not yet the registered proprietor of either property, but has entered into contracts to purchase the same, I attach General Consent Forms whereby the registered proprietors of both properties have consented to my client registering the Disclosure Statement.

Can you please advise me as soon as you have approved the Disclosure Statement so that I can pay the lodgment fee and register the same on titles to the properties.

I look forward to hearing from you.

Thanking you in anticipation.

Yours faithfully
Tsoukalis Lawyers



John Tsoukalis
Principal

Tel: 08 8942 2611
Fax: 08 8941 8511
Email: jkt@tsoukalislawyers.com.au

00350126

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
 REGISTRAR-GENERAL'S OFFICE
 NICHOLS PLACE
 GPO BOX 3021
 DARWIN NT 0801
 Enquiries : 8999 6252

1 OF 1

Priority of Lodgement	
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TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party: TSOUKALIS LAWYERS, PO BOX 3092 DARWIN NT 0801 Customer Code: Self Assessing Code:

Date of Issue	29/06/2010
at	15:04
by	KRIS
Application #	00204681

Document Delivery: TSOUKALIS LAWYERS PO BOX 3092 DARWIN NT 0801
--

Lodgement No 729678
 If paper title exists enter
 Volume _____
 Folio _____

Description	GST Incl Amount
UTS DISC ST. (LOT 1419 & LOT 1420 TOWN OF DARWIN)	20.00

Total Cost excl GST	\$20.00
Total GST	\$0.00
Total Invoice	\$20.00

Payment Details

CHEQUE (000333 NAB DARWIN OFFICE DCB (085933))