

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 74351295	NSW DAN:
vendor's agent	Morton Pyrmont 5 10 Wharf Crescent PYRMONT NSW 2009		Phone: 0410 593 057 Fax: Ref: James Crow
co-agent			
vendor	EDWARD AUSTIN COOLEY, PAUL ANTHONY CURTIS Unit 226 3 Darling Island Road PYRMONT NSW 2009		
vendor's solicitor	Titlespace Suite 106, Level 1 109 Pitt Street Sydney NSW 2000		Phone: 02 8066 0527 Fax: Ref: 200701
date for completion	42 days after the contract date	(clause 15)	Email: daniella@titlespace.com.au
land	226/3 Darling Island Road Pyrmont NSW 2009		
(Address, plan details and title reference)	LOT 52 IN STRATA PLAN 73910 52/SP73910		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

200701

74351295

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Manage Meant

02 9247 7878

SHOP 1, 18 HICKSON RD DAWES POINT 2000

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is, or is intended to be, sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
-

residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

ADDITIONAL CONDITIONS TO CONTRACT FOR THE SALE AND PURCHASE OF LAND

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

33. GENERAL

The parties agree that:

33.1 Clause 7.1.1 is amended to 1%.

33.2 Clause 7.1.3 is amended by substituting '7' for '1 4'.

33.3 Clause 16.12 is deleted.

33.4 Clause 23.9.3 is amended by deleting 'or before completion'.

33.5 Delete clauses 23.13 and 23.14 and replace with:

'The Purchaser shall obtain the certificate under s184 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme. The Vendor will duly authorize the Purchaser to obtain said certificate'.

34. CONDITION OF PROPERTY

34.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear).

34.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent and patent, including:

- (a) all infestations and dilapidations (if any);
- (b) existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
- (c) the presence of any sewer or manhole or vent on the property;
- (d) any rainwater downpipes being connected to the sewer, and/or;
- (e) compliance or otherwise with any covenants

disclosed or not disclosed herein, and the Purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.

34.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this Contract. The Vendor is not responsible for any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or reasonable wear and tear to the furnishing and chattels (if any) occurring after the date of this Contract.

34.4 The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

35. DEATH, MENTAL ILLNESS, BANKRUPTCY

If at any time prior to completion of this Contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the Contract and clause 19 of the Contract shall apply.

36. ESTATE AGENT & COMMISSION

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them jointly and severally) against any claim from commission which might be made by any agency resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. The Vendor warrants that the Vendor has not entered into any sole or exclusive agency agreement with any real estate agent other than the Vendor's agent named on the front page of this Contract. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

37. ENTIRE AGREEMENT

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this Contract.

38. NOTICE TO COMPLETE

38.1 Completion of this matter shall take place on or before 3.30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion. Should the Vendor serve a Notice to Complete, the Purchaser will be liable for a fee of two hundred and twenty dollars (\$220) inclusive of GST payable by way of an adjustment in the Vendor's favour on completion to cover the cost for issuing such Notice.

38.2 The service of any Notice or Document under or relating to this Contract may, in addition to the provision of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any case shall be deemed to be duly given or made, except where:

- (a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
- (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not have been given or made.

39. INTEREST & FAILURE TO COMPLETE

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the Purchaser shall pay the Vendor on completion in addition to the balance of purchase moneys and any other moneys payable to the Vendor, interest on the balance of purchase moneys calculated at the rate of eight percent per annum (8%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

40. SWIMMING POOL

In the event that the property contains a swimming pool and/or spa on the property (either aboveground or in ground), then the Vendor does not warrant that such swimming pool and/or spa (including any swimming pool fencing) on the property complies with the requirement imposed by the Swimming Pool Act 1992 and the Regulations prescribed therein (or any amendment in relation thereto). The Purchaser acknowledges that the Vendor shall not be obliged to comply with any notice made in accordance with the Swimming Pools Act 1992 (or any amendment in relation thereto) which issued on, before or after the date of this Contract in respect of the said swimming pool and/or spa. If any competent authority issues any notice requiring the erection of or alteration to a fence or other work pursuant to such Act or regulations, the Purchaser must comply therewith.

at their expense and the Purchaser cannot require the Vendor to contribute to the cost of, or comply with any such notice or orders. It is further agreed that this clause shall not merge on completion. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any matter arising from this clause.

41. FIRB

41.1 The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board.

41.2 In the event of any breach of the said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. The warranty and indemnity shall not merge on completion.

42. DEPOSIT BY INSTALMENTS

42.1 Notwithstanding any other provision of this Contract, on the making of this Contract the Vendor may accept payment by the Purchaser of the ten percent (10%) deposit in instalments.

42.2 The Purchaser warrants that the balance or last instalment of the Deposit being the difference between the amount paid on the making of this Contract and 10% of the purchase price will be paid to the Vendor by the Purchaser on or before completion or immediately upon the occurrence of a default by the Purchaser of any obligation hereunder which entitled the Vendor to forfeit the deposit and terminate this Contract for sale of land.

42.3 If the deposit is paid in instalments, with the first instalment being less than 10% then clause 2.9 is amended by deleting 'parties equally' on line 3 and substituting "Vendor".

43. SETTLEMENT

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional one hundred and ten dollars (\$110 GST inclusive) on settlement to cover the legal costs and other expenses incurred as a consequence of the delay.

44. BUILDING CERTIFICATE

44.1 Subject to the provision of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the Purchaser applies for a building certificate from the local council after the date of this Contract and the council after the date of this Contract but before completion:-

- (a) a work order under any legislation is made;
- (b) refuses to issue the certificate for any reason; or
- (c) informs the Purchaser of works to be done before it will issue the building certificate: then the Purchaser shall not be entitled to make any objection, requisition or claim for compensation. rescind, delay completion nor require the Vendor to do any work to the property to enable the certificate to issue. If this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at his/her own expense.

45. TITLE SUBJECT TO ENCROACHMENTS ETC

Subject to section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986, the Purchaser takes title subject to:

- (a) Any encroachment by or upon the property.
- (b) Any non-compliance with the Local Government Act 1993 (NSW) by improvements erected on the property.

46. GUARANTEE

In consideration of the Vendor entering into this Contract with the Purchaser, the directors of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract, and jointly and severally indemnify and will keep the Vendor indemnified at all times from and against any loss, damage, cost, charge or expense whatsoever, in connection with, arising from or in consequence of any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee is a continuing guarantee and will not merge on completion and will not be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter or thing whatsoever, and will be deemed to constitute a principal obligation between each of the directors of the Purchaser and the Vendor until the Purchaser's obligations under the Contract have been fully performed.

47. FINANCE

Where the Purchaser require finance:

47.1 The Purchaser confirm and warrant to the Vendor that the Purchaser have at the date hereof obtained approval for credit to finance the purchase of the property the subject of this Contract on terms which are reasonable to the Purchaser.

47.2 The Purchaser acknowledge that as a consequence of the disclosure made in this clause this Contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (New South Wales) Act 1995.

48. CORRECTION OF ERROR IN ADJUSTMENTS AT COMPLETION

If after completion an adjustment as required under this Contract was adjusted incorrectly or by error, the parties agree to correct such adjustment or error and cause a full payment to be made for rectifying such incorrect adjustment or error within seven (7) days (and time is of essence in this respect) of receipt of written notification from the party entitled to reimbursements. This clause shall not merge on completion.

49. ELECTRONIC SETTLEMENT

49.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law

49.2 Within 7 days of exchange the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the Purchaser and any discharging mortgagee to join, failing which the Purchaser may do so.

49.3 The Purchaser must join the workspace and create an electronic transfer and invite any incoming mortgagee to join.

49.4 Anything that cannot be delivered electronically must be served on the receiving party seven business days prior to settlement. The receiving party is to hold the same in trust pending settlement occurring.

49.5 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default.

49.6 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

50. ORDER ON THE AGENT

The parties agree that the Order on the Agent is to be uploaded in the PEXA workspace by no later than the morning of settlement. The Order on the Agent will be held in escrow pending completion.

51. REQUISITIONS

If the purchaser is or becomes entitled to make any requisition under Clause 5.2 of this Contract, then the Purchaser may only make requisitions in the form annexed to this Contract.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

- Capacity**
45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 52/SP73910

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2020	9:19 AM	6	15/9/2018

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

LAND

LOT 52 IN STRATA PLAN 73910
AT DARLING ISLAND
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AB75683. FOR EXPIRY
DATE SEE DEALING.

EDWARD AUSTIN COOLEY
PAUL ANTHONY CURTIS
AS JOINT TENANTS

(T AD610310)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73910
- 2 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 18/1072418
- 3 AD610311 MORTGAGE TO AMP BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73910

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2020	9:21 AM	14	27/7/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73910
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLING ISLAND
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73910

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AB75632. FOR EXPIRY
DATE SEE DEALING.

THE OWNERS - STRATA PLAN NO. 73910
ADDRESS FOR SERVICE OF DOCUMENTS:
3 DARLING ISLAND ROAD
PYRMONT 2009

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 18/1072418
- 2 DP868787 EASEMENT FOR ACCESS VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 3 DP867855 EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP867855 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 5 DP868787 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 6 DP1072418 EASEMENT FOR ACCESS (A) (LIMITED IN STRATUM) VARIABLE
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1072418 EASEMENT FOR SERVICES (B) VARIABLE WIDTH APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 8 DP1072418 EASEMENT FOR ACCESS AND MAINTENANCE (C) (LIMITED IN
STRATUM) 3.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 9 DP1072418 EASEMENT FOR SUPPORT (D) (LIMITED IN STRATUM)
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 10 DP1072418 EASEMENT FOR UTILITY SERVICES (G) (LIMITED IN
STRATUM) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP73910

PAGE 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

-
- BURDENED IN THE TITLE DIAGRAM
- 11 DP1072418 EASEMENT FOR DRAINAGE (K) (LIMITED IN STRATUM) 3
METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1072418 EASEMENT FOR DRAINAGE (L) (LIMITED IN STRATUM)
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1072418 EASEMENT FOR DRAINAGE (M) 5.45 METRE(S) WIDE AND
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1072418 EASEMENT FOR SERVICES (N) (LIMITED IN STRATUM) 5.44
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1072418 EASEMENT FOR SEA WATER COOLING PIPES (P) (LIMITED IN
STRATUM) 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1072418 EASEMENT FOR LIGHT AND AIR (Q) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 17 DP1072418 POSITIVE COVENANT REFERRED TO AND NUMBERED (15) IN
THE S.88B INSTRUMENT
- 18 DP1072418 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN
THE S.88B INSTRUMENT
- 19 SP73910 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN S.88B INSTRUMENT
- 20 SP73910 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN S.88B INSTRUMENT
- 21 SP84185 BUILDING ALTERATION PLAN REGISTERED 29/9/2011
REDEFINING THE BOUNDARIES OF LOTS 88 AND 108 IN SP73910
- 22 AM970336 INITIAL PERIOD EXPIRED
- 23 AQ274939 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 73910

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 28	2	- 46	3	- 60	4	- 57
5	- 47	6	- 36	7	- 29	8	- 48
9	- 61	10	- 61	11	- 61	12	- 61
13	- 50	14	- 31	15	- 31	16	- 51
17	- 64	18	- 64	19	- 64	20	- 64
21	- 52	22	- 32	23	- 32	24	- 53
25	- 66	26	- 66	27	- 66	28	- 66
29	- 55	30	- 33	31	- 99	32	- 107
33	- 107	34	- 102	35	- 142	36	- 153
37	- 148	38	- 199	39	- 109	40	- 108
41	- 73	42	- 80	43	- 75	44	- 64
45	- 60	46	- 84	47	- 198	48	- 102
49	- 102	50	- 66	51	- 70	52	- 66
53	- 69	54	- 65	55	- 69	56	- 208
57	- 104	58	- 104	59	- 69	60	- 73

END OF PAGE 2 - CONTINUED OVER

200701

PRINTED ON 5/11/2020

FOLIO: CP/SP73910

PAGE 3

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

STRATA PLAN 73910

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
61	- 68	62	- 72	63	- 68	64	- 72
65	- 219	66	- 107	67	- 107	68	- 71
69	- 75	70	- 71	71	- 75	72	- 70
73	- 74	74	- 224	75	- 111	76	- 111
77	- 75	78	- 79	79	- 75	80	- 78
81	- 74	82	- 78	83	- 209	84	- 117
85	- 115	86	- 116	87	- 110	88	- 103
89	- 109	90	- 108	91	- 108	92	- 107
93	- 214	94	- 112	95	- 111	96	- 111
97	- 109	98	- 224	99	- 115	100	- 113
101	- 113	102	- 112	103	- 230	104	- 118
105	- 117	106	- 116	107	- 116	108	- 88
109	- 1	110	- 1	111	- 1	112	- 1
113	- 1	114	- 1	115	- 1	116	- 1
117	- 1	118	- 1	119	- 1	120	- 1
121	- 1	122	- 1	123	- 1		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200701

PRINTED ON 5/11/2020

Strata Certificate

DENNY LING

~~Notwithstanding~~ ~~the provisions of the Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

~~Strata plan/development~~

illustrated in the annexure to this certificate.

*The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*The strata plan/development is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*The council does not object to the encroachment of the building beyond the alignment of

*The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment

*This approval is given on the condition that the use of the building for storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like is restricted to the proprietor or occupier of a lot or proposed lot (not being a public place) the subject of the strata scheme concerned, as referred to in section 88 of the Strata Schemes (Leasehold Development) Act 1986 or section 88 of the Strata Schemes (Freehold Development) Act 1986.

Date: 2 Nov 2004

Subdivision No: 33/2004

Accreditation No: PS04/004

Relevant Development Consent No: 8004/622

Issued By: CITY OF SYDNEY

Signature of certifier

Notwithstanding the provisions of the Strata Schemes (Leasehold Development) Act 1986

Surveyors Certificate

1. TASY MORATIS
LEVEL 5, 17 RANDLE STREET
SURRY HILLS, N.S.W. 2010
a surveyor registered under the Surveying Act 2002, hereby certify that:

(1) each applicable requirement of

~~Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~

* Schedule 1A to the Strata Schemes (Leasehold Development) Act, 1986

has been met

(2) ~~the building complies with a relevant development consent in force~~

(other than a public place) in respect of which encroachment an appropriate easement has been created by registered +

~~to be created under section 88B of the Surveying Act, 2002~~

(3) the survey information recorded in the accompanying location plan is accurate

Signature: Tasy Moratis

Date: 29/10/2004

* Date if applicable
+ State when doing or plan, and date registered number

THIS IS SHEET 1 OF MY PLAN IN 31 SHEETS

* Model By-laws adopted for this scheme -
Keeping of Animals - Option A/B/C

* Schedule of By-laws in 1/2 sheets filed with plan

* Strata out whenever is inappropriate

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.
1	28	26	66	51	70	76	111	101	113
2	46	27	66	52	66	77	75	102	112
3	60	28	66	53	69	78	79	103	230
4	57	29	55	54	65	79	75	104	118
5	47	30	33	55	69	80	78	105	117
6	36	31	99	56	69	81	74	106	116
7	29	32	107	57	104	82	78	107	116
8	48	33	107	58	104	83	209	108	88
9	61	34	102	59	69	84	117	109	1
10	61	35	142	60	73	85	115	110	1
11	61	36	153	61	68	86	116	111	1
12	61	37	148	62	72	87	110	112	1
13	50	38	199	63	63	88	103	113	1
14	31	39	109	64	64	89	109	114	1
15	31	40	108	65	219	90	108	115	1
16	51	41	73	66	107	91	108	116	1
17	64	42	80	67	107	92	107	117	1
18	64	43	75	68	71	93	214	118	1
19	64	44	64	69	75	94	112	119	1
20	64	45	60	70	71	95	111	120	1
21	52	46	84	71	75	96	111	121	1
22	32	47	198	72	70	97	109	122	1
23	32	48	102	73	74	98	224	123	1
24	53	49	102	74	74	99	115		
25	66	50	66	75	111	100	113		
									AGGREGATE 10,000

PLAN OF SUBDIVISION OF LOT 18 IN D.P.1072418

L.G.A. : CITY OF SYDNEY Suburb/Locality : PYRMONT

Parish : ST ANDREW

County : CUMBERLAND

Name of, and address for service of notices on, the owners corporation
(Address required on original strata plan only)

THE OWNERS
STRATA PLAN No. 73910
3 DARLING ISLAND ROAD
PYRMONT 2009

SP73910

Registered : 12-11-2004

Purpose : STRATA PLAN

Ref Map : U1845-113*

Last Plan : DP1072418
(DP888787*)

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 6(4) OF THE STRATA SCHEMES (LEASEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

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

Signed by Denny Ling for and on behalf of Sydney Harbour Ferries and on behalf of Sydney Harbour Ferries Authority under delegated authority and without assumption of personal liability I hereby certify that I know the nature of nature of such easement.

Signature of Denny Ling

Signature of witnesses
C.B. 8/2001
Name of witnesses

BASEMENT LEVEL & BELOW

(D) - EASEMENT FOR SUPPORT VARIABLE WIDTH (D)
(G) - EASEMENT FOR UTILITY SERVICES VARIABLE WIDTH (G)
(K) - EASEMENT FOR DRAINAGE 3 WIDE & VARIABLE (K)

NOTE 1
PART OF THE SUBJECT LAND LIMITED IN
HEIGHT BY LOT 19 IN D.P.1072418.

030793

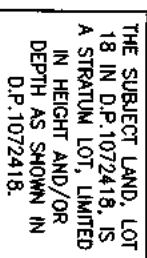
Lengths are in metres

~~Authorized Person/General Manager/Accredited Carrier~~

X:\01JOBS\010304_DARLING-ISLAND\STRATA\SHEET-2.DWG

SURVEYOR'S REFERENCE : 010304 DSP

LOCATION PLAN
(SHEET 2 of 4 SHEETS)
LOWER GROUND LEVEL
AND LEVEL 1



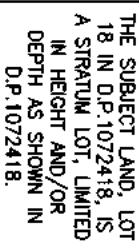
B - DENOTES BALCONY
T - DENOTES TERRACE

Lengths are in metres

Tang Munkin

~~Authorized Person/Owner/Manager/ Accredited Officer~~

LOCATION PLAN
(SHEET 3 of 4 SHEETS)
LEVELS 2 to 4



SURVEYOR'S REFERENCE : 010304 DSP

SP73910

LOCATION PLAN

(SHEET 4 of 4 SHEETS)
LEVEL 5 & ABOVE

THE SUBJECT LAND, LOT 18 IN D.P.1072418, IS A STRATUM LOT, LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN IN D.P.1072418.

B - DENOTES BALCONY
T - DENOTES TERRACE

PYRMONT

BAY

DP876763

DARLING ISLAND ROAD
(NOT DEDICATED)
PT19

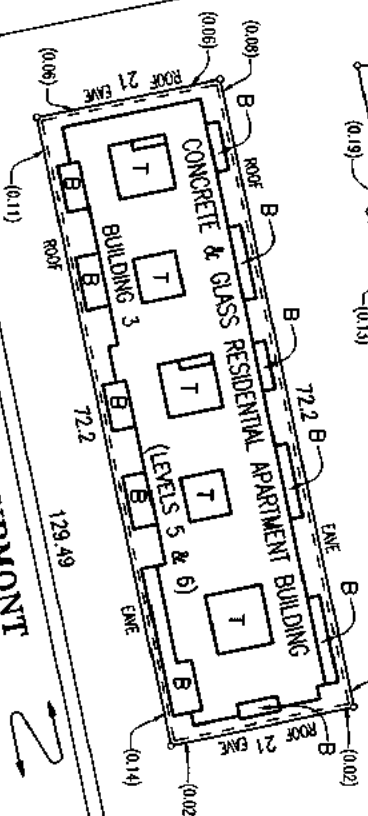
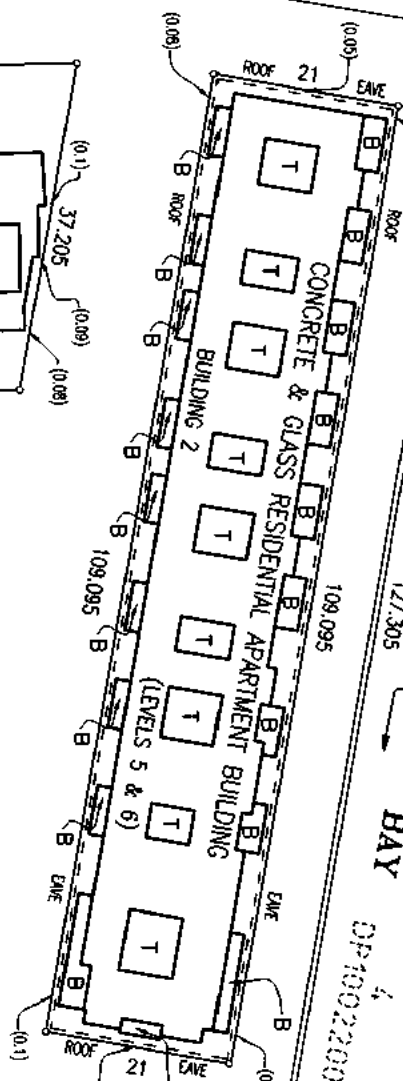
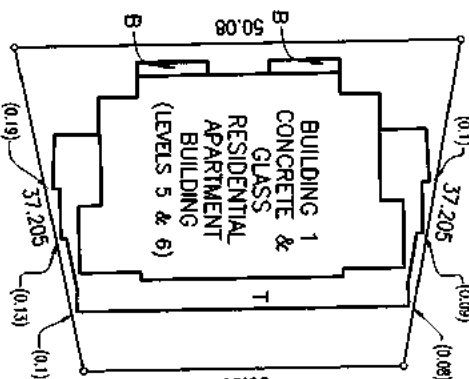
DP 835994 JONES

BAY

DP1002200

17
D.P.

PT19
1072418



Reduction Ratio 1 : 600(A3)

Lengths are in metres

Registered Surveyor

Paul Munday

Authorised Survey, Drawing, Sealing/Revised/Cancelled

SURVEYOR'S REFERENCE : 010304 DSP

X:\010085\010304_DARLING-ISLAND\STRATA\SHEET-5.DWG

DENOTES BOUNDARY
 TO TANGENT POINT
 OF COLUMN FACE

S - DENOTES STORAGE AREA
VIS - DENOTES VISITOR CAR SPACE
(COMMON PROPERTY)



(CAR SPACES & STORAGE AREAS)

Lengths are in metres

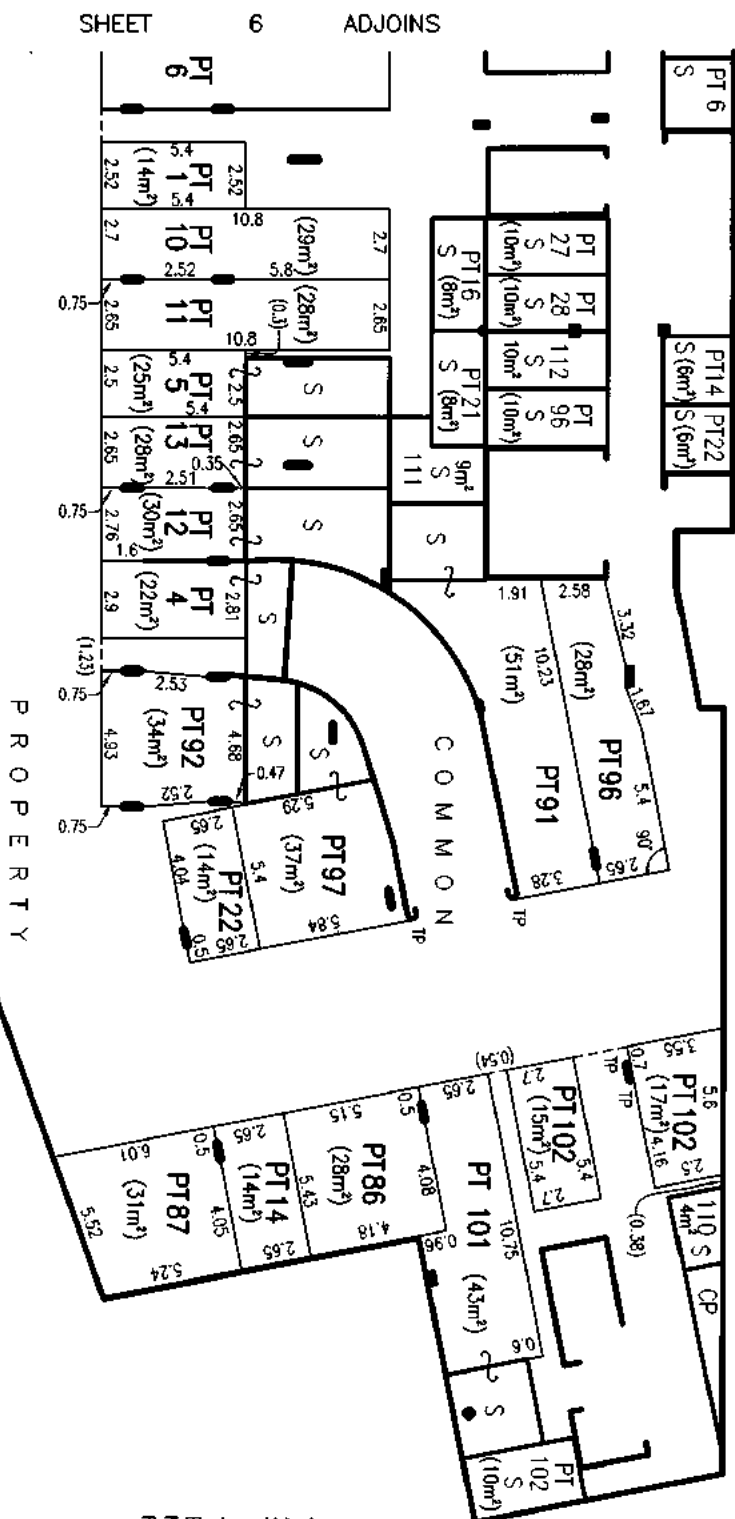
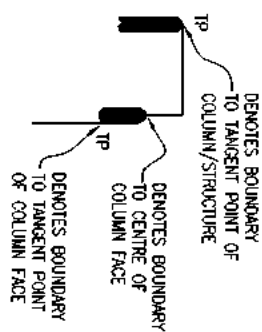
Authorized Person: 

X:\01JOBS\010304_DARLING-ISLAND\STRATA\BASEMENT-LOWER.DWG

Req:R911761 /Doc:SP 0073910 P /Rev:15-Nov-2004 /NSW LRS /Pgs:ALL /Prt:05-Nov-2020 09:25 /Seq:6 of 31
© Office of the Registrar-General /Src:INFOTRACK /Ref:200701

SP73910

TYPICAL KEY



THE STRATUM OF THE CARSPACES IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

THE STRATUM OF THE STORAGE AREAS, WHERE NOT ENCLOSED BY A METAL ROOF, IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

CAR SPACES ARE DEFINED BY FACES OF WALLS OR COLUMNS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN. ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE DEFINED.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

S - DENOTES STORAGE AREA
VIS - DENOTES VISITOR CAR SPACE (COMMON PROPERTY)
CP - COMMON PROPERTY

LOWER BASEMENT CARPARK

(CAR SPACES & STORAGE AREAS)

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tanya Brinkley

Authorised Surveyor/Planning Manager/Notarified Certifier

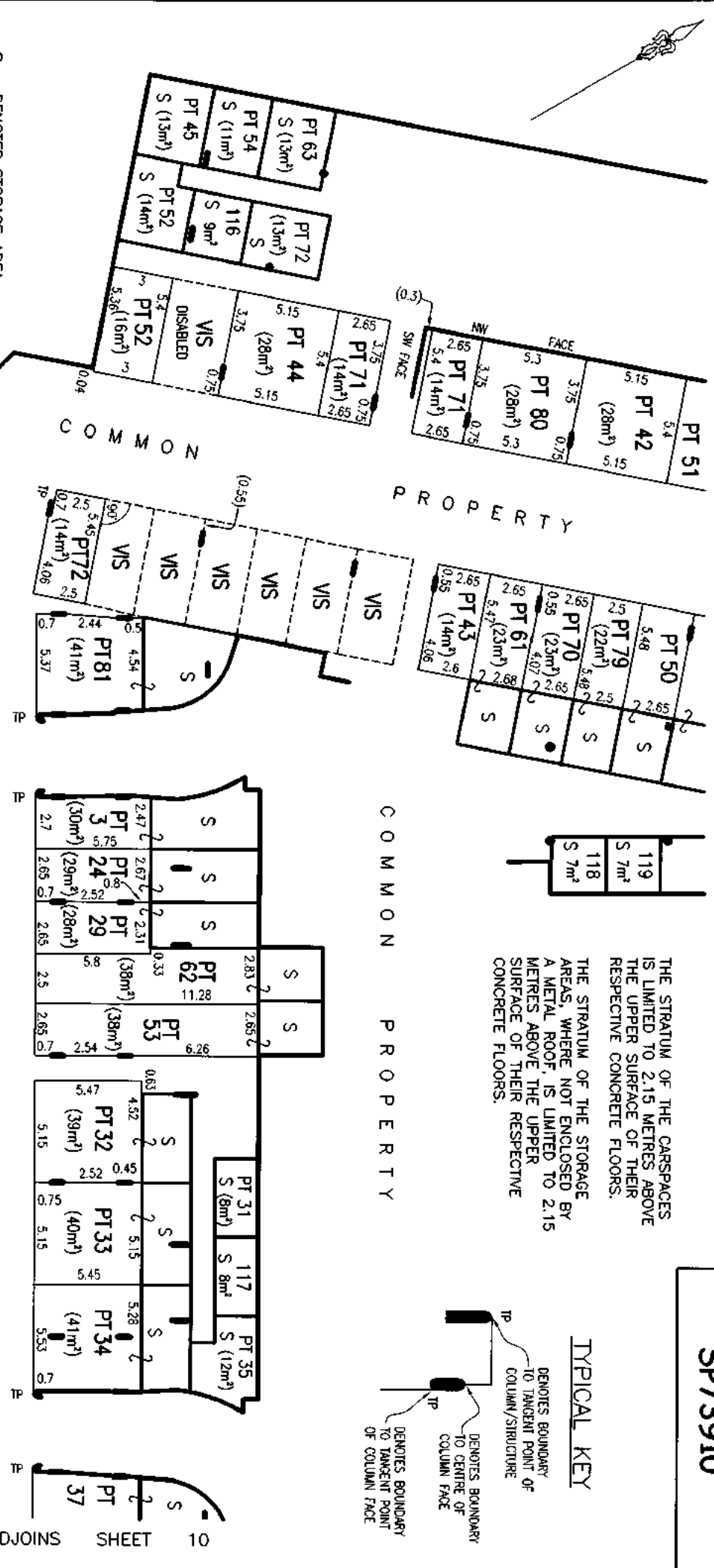
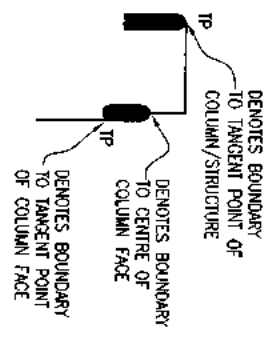
SP73910

ADJOINS SHEET 9

THE STRUTUM OF THE CARSPACES IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

THE STRUTUM OF THE STORAGE AREAS, WHERE NOT ENCLOSED BY A METAL ROOF, IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

TYPICAL KEY



S - DENOTES STORAGE AREA
VIS - DENOTES VISITOR CAR SPACE
(COMMON PROPERTY)

CAR SPACES ARE DEFINED BY FACES OF WALLS OR COLUMNS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.
ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE DEFINED.

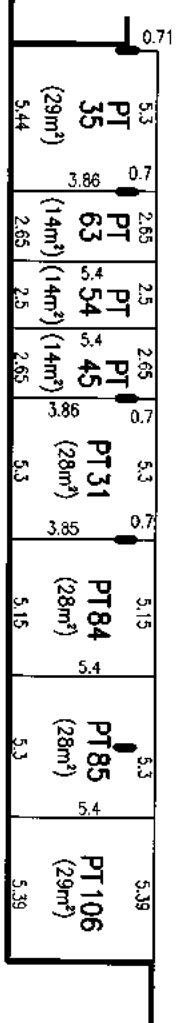
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

BASEMENT CARPARK

(CAR SPACES & STORAGE AREAS)

Reduction Ratio 1 : 200

Lengths are in metres



Registered Surveyor

Ray Munn

Authorised Surveyor/Engineer/Registered Geomatics

THE STRUTUM OF THE CARSPACES IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

TYPICAL KEY

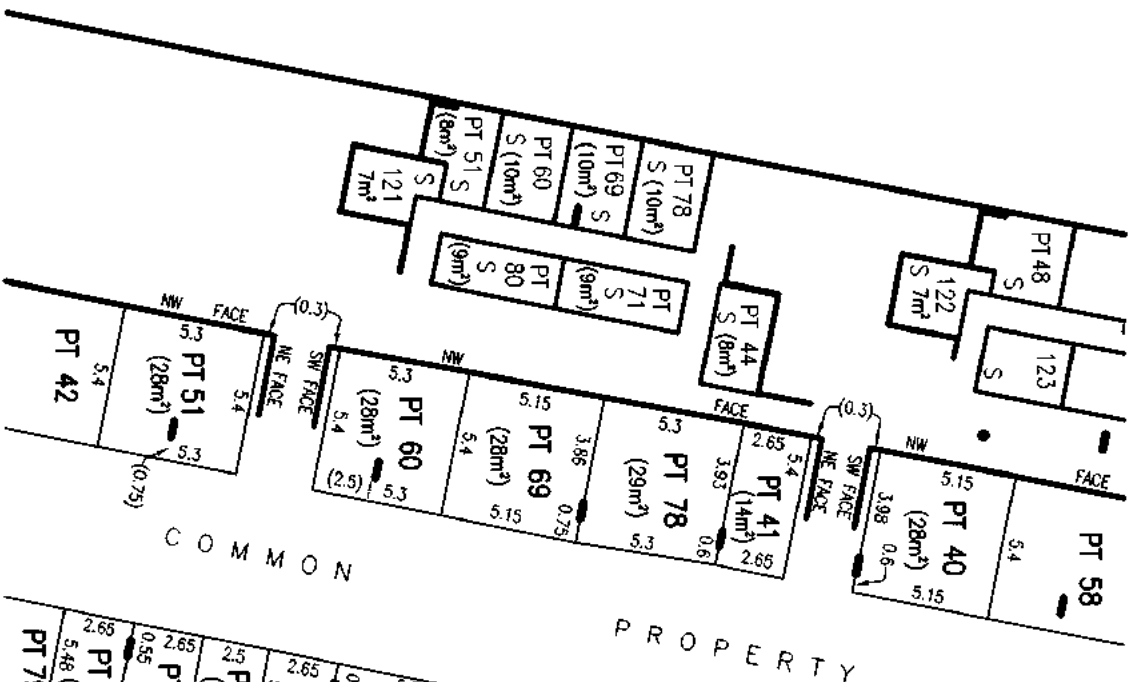
IP — DENOTES BOUNDARY TO TANGENT POINT ON COLUMN/STRUCTURE

TP

DENOTES BOUNDARY
TO CENTRE OF
COLUMN FACE

— DENOTES BOUNDARY
TO TANGENT POINT
OF COLUMN FACE

SWB - DENOTES CAR WASH
(COMMON PROPERTY)
SV - DENOTES SERVICE VEH
(COMMON PROPERTY)



COMMON

PROPERTY

ADJOINS

SHEET

10

CAR SPACES ARE DEFINED BY FACES OF WALLS OR COLUMNS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN. ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE DEFINED.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Reduction Ratio 1 : 200

Lengths are in metres

BASEMENT CARPARK

(CAR SPACES & STORAGE AREAS)

Registered Surveyors

August 11, 1901

Authorized Person/Endorser/Accredited Certifier

X:\01JOBS\010304_DARLING-ISLAND\STRATA\BASEMENT-UPPER.DWG

SURVEYOR'S REFERENCE : 010304 SP

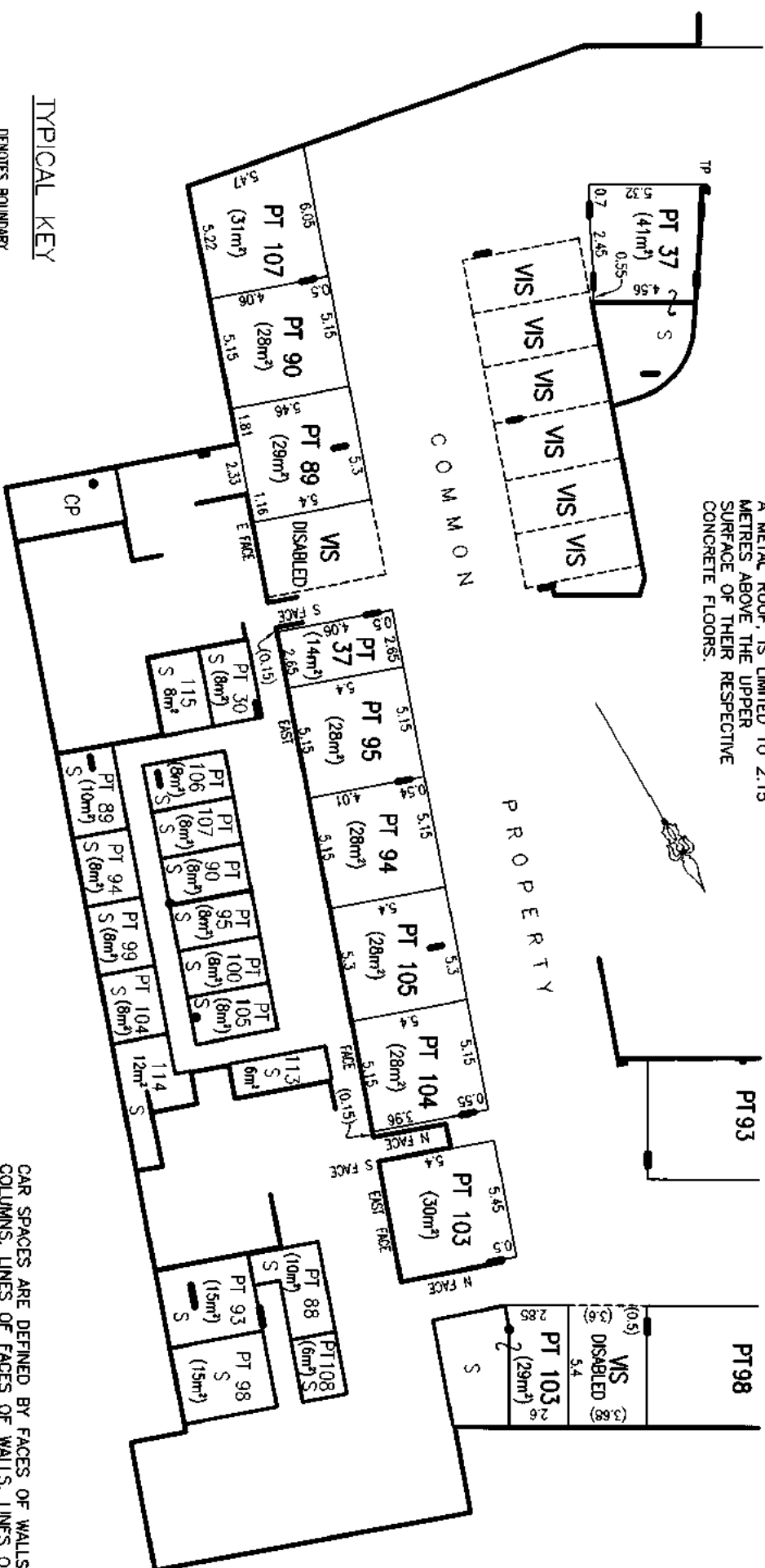
THE STRATUM OF THE CARSPACES IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

THE STRATUM OF THE STORAGE AREAS, WHERE NOT ENCLOSED BY A METAL ROOF, IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

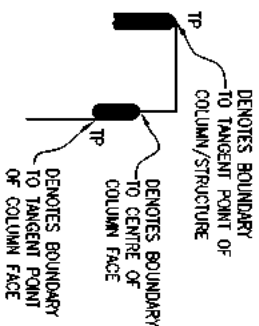
ADJOINS SHEET 8

ADJOINS SHEET 9

SP73910



TYPICAL KEY



BASEMENT CARPARK

(CAR SPACES & STORAGE AREAS)

S - DENOTES STORAGE AREA
VIS - DENOTES VISITOR CAR SPACE
(COMMON PROPERTY)

CAR SPACES ARE DEFINED BY FACES OF WALLS OR COLUMNS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.
ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE DEFINED.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Jany Mawatha

Authorised Surveyor/Engineer/Planner/Registered Cartographer

Diagram illustrating the notation for a column face. The diagram shows a vertical line representing the column face. A horizontal line segment is attached to the face, with a point labeled 'TP' at its end. Labels with arrows indicate: 'TP' points to the tangent point of the column/structure; 'DENOTES BOUNDARY' points to the horizontal line segment; and 'DENOTES BOUNDARY TO TANGENT POINT OF COLUMN FACE' points to the vertical line segment.



(CAR SPACES & STORAGE AREAS)

COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRUTUM OF THE STORAGE AREAS, WHERE NOT ENCLOSED A METAL ROOF, IS LIMITED TO 1 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

S - DENOTES STORAGE AREA

Lengths are in metres

Tough Munkies

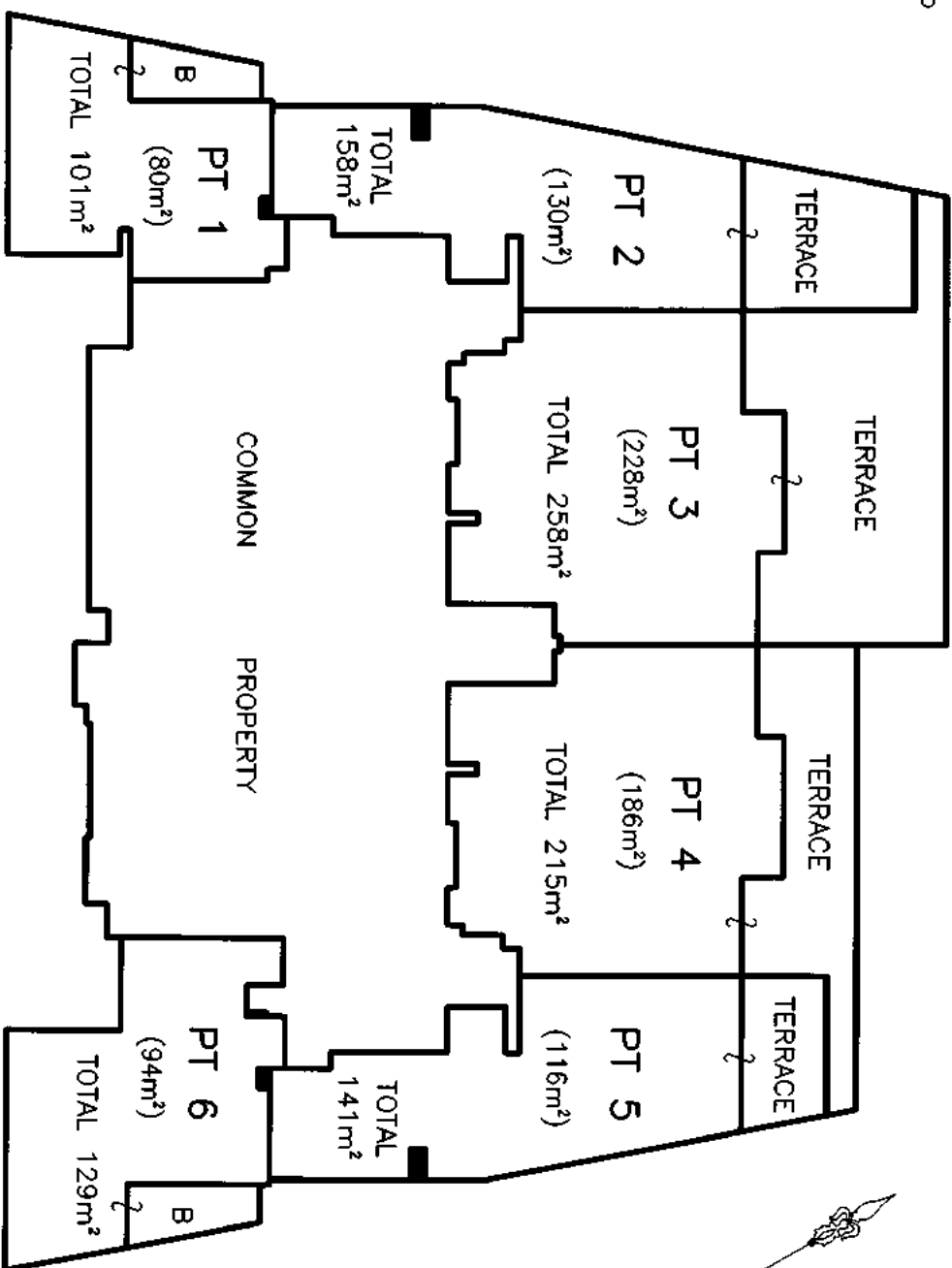
Authorized Person/Classroom Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010304 SP

BUILDING 1**SP73910**

THE STRATUM OF THE TERRACES AND BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.



B - DENOTES BALCONY

LEVEL 1

Reduction Ratio 1 : 200

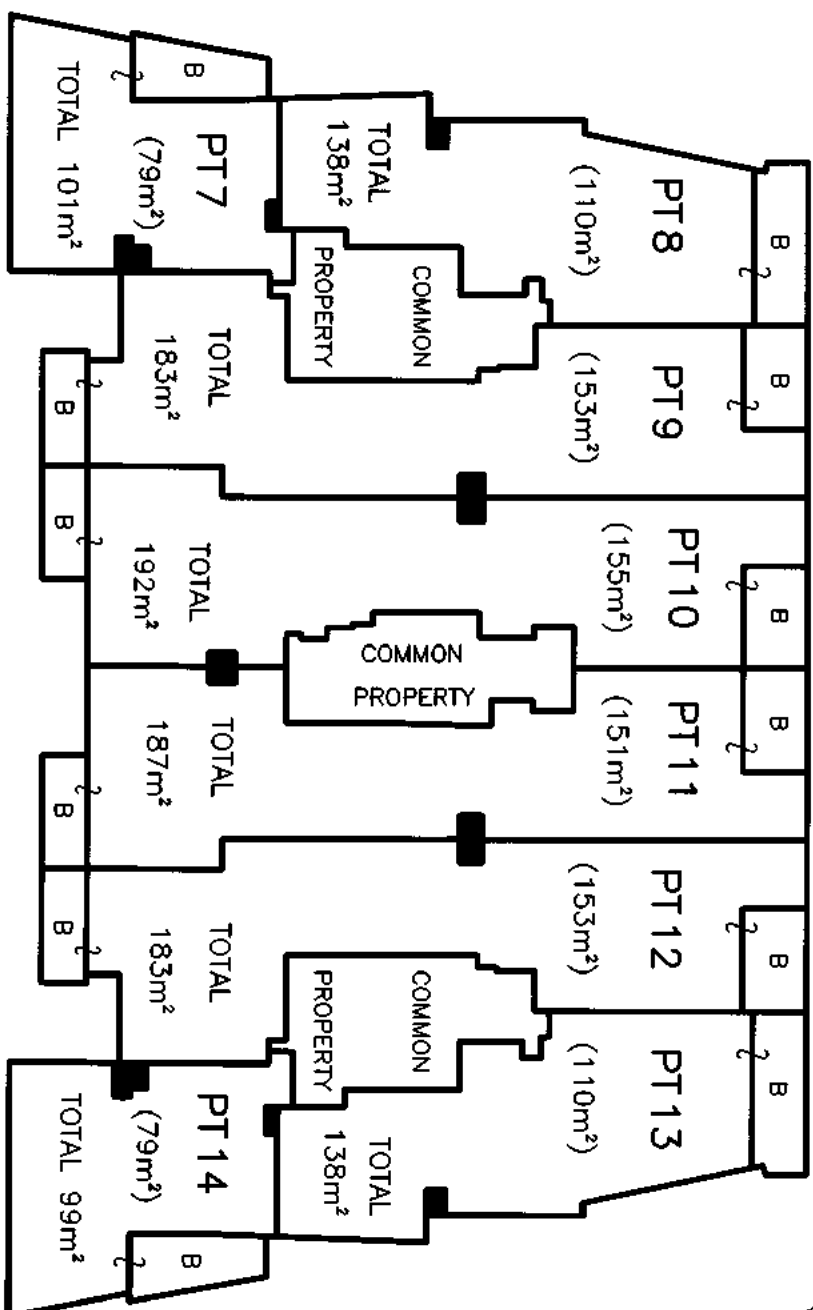
Lengths are in metres

Registered Surveyor

Paul M. Smith

Authorised Surveyor/Engineer/Plumber/Accountant/Carpenter

SP73910

BUILDING 1LEVEL 2

B - DENOTES COVERED BALCONY

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

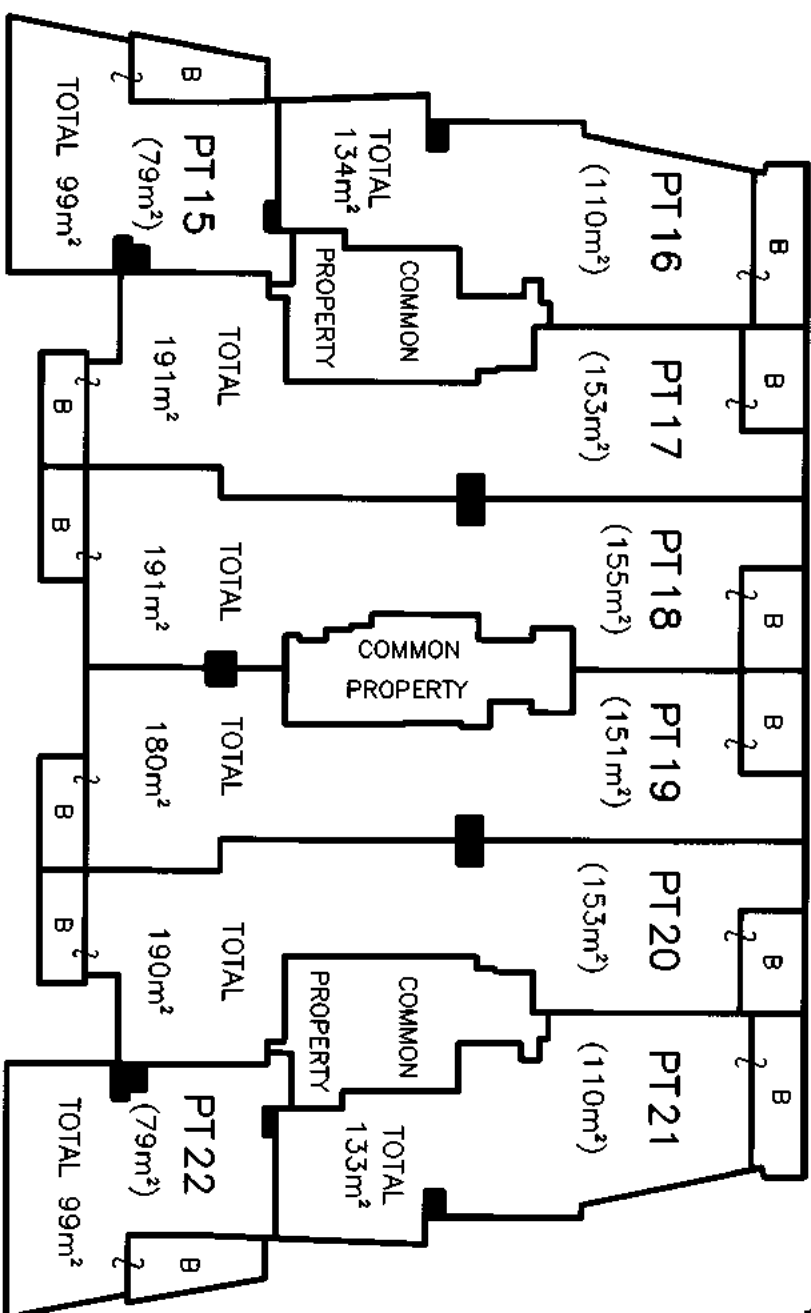
Lengths are in metres

Registered Surveyor

Tony Mawdsley

Authorised Surveyor/Engineer/Professional Cartographer

SP73910

BUILDING 1LEVEL 3

B - DENOTES COVERED BALCONY

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

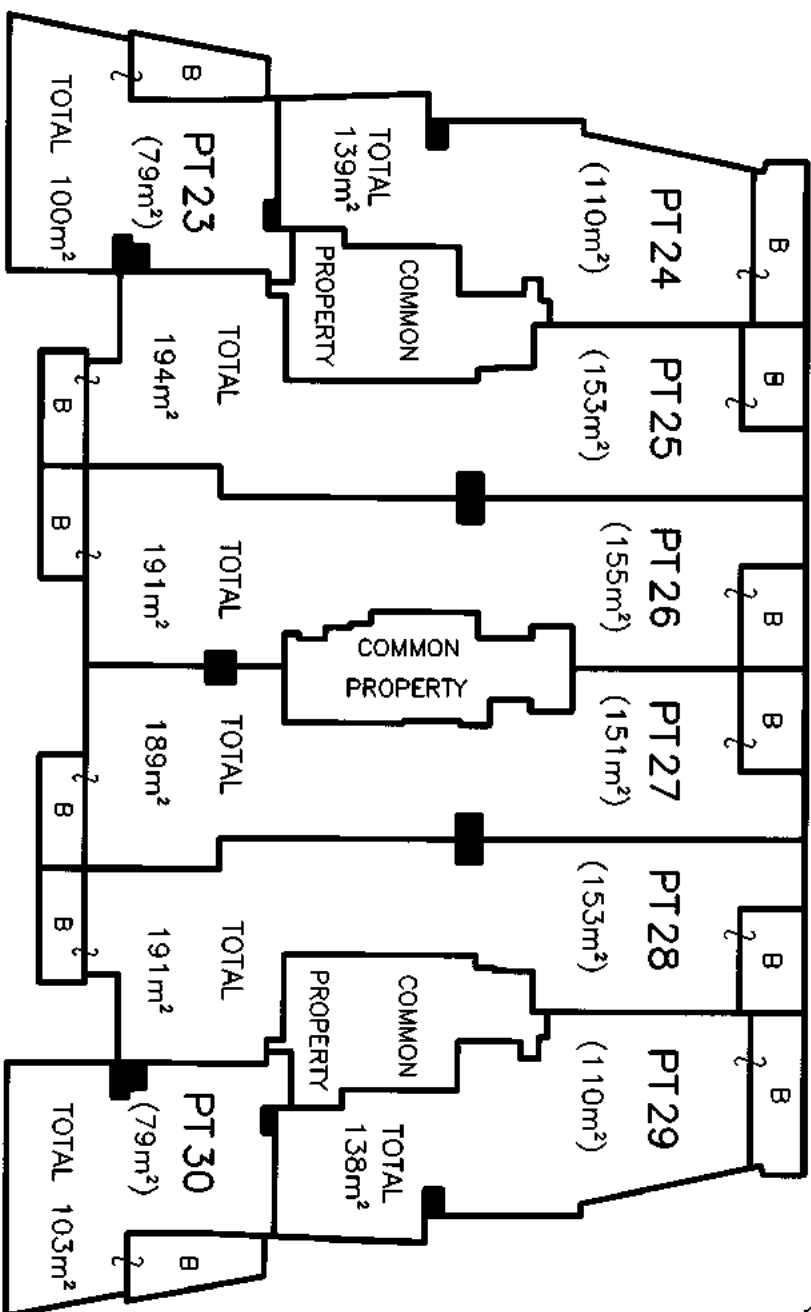
Lengths are in metres

Registered Surveyor

Tony Mander

Authorised Person/Engineer/Architect/Chartered

SP73910

BUILDING 1LEVEL 4

B - DENOTES COVERED BALCONY

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio: 1 : 200

Lengths are in metres

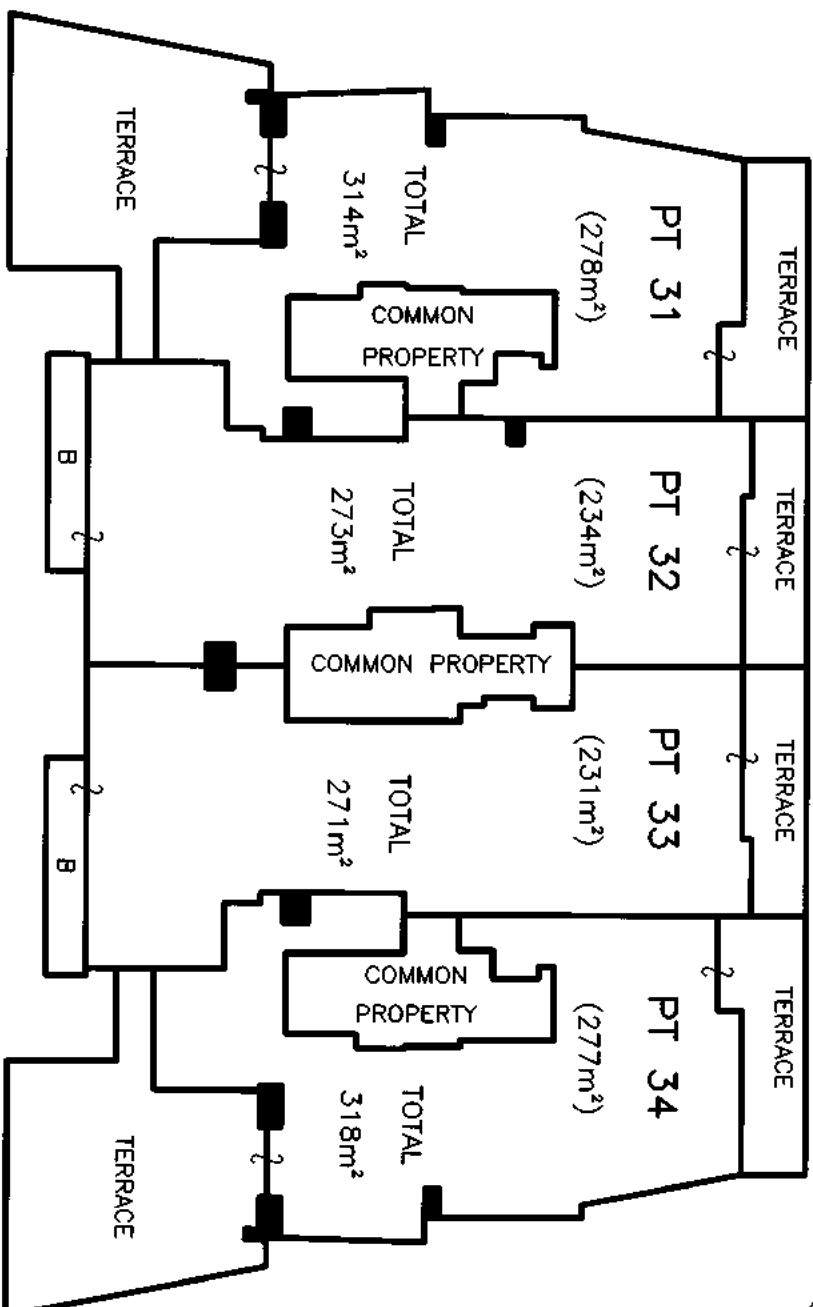
Registered Surveyor

Anthony M. Smith

Authorised Surveying Software/Program/Recognised Certificate

SP73910

THE STRATUM OF THE TERRACES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

BUILDING 1

B - DENOTES COVERED BALCONY

LEVEL 5

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

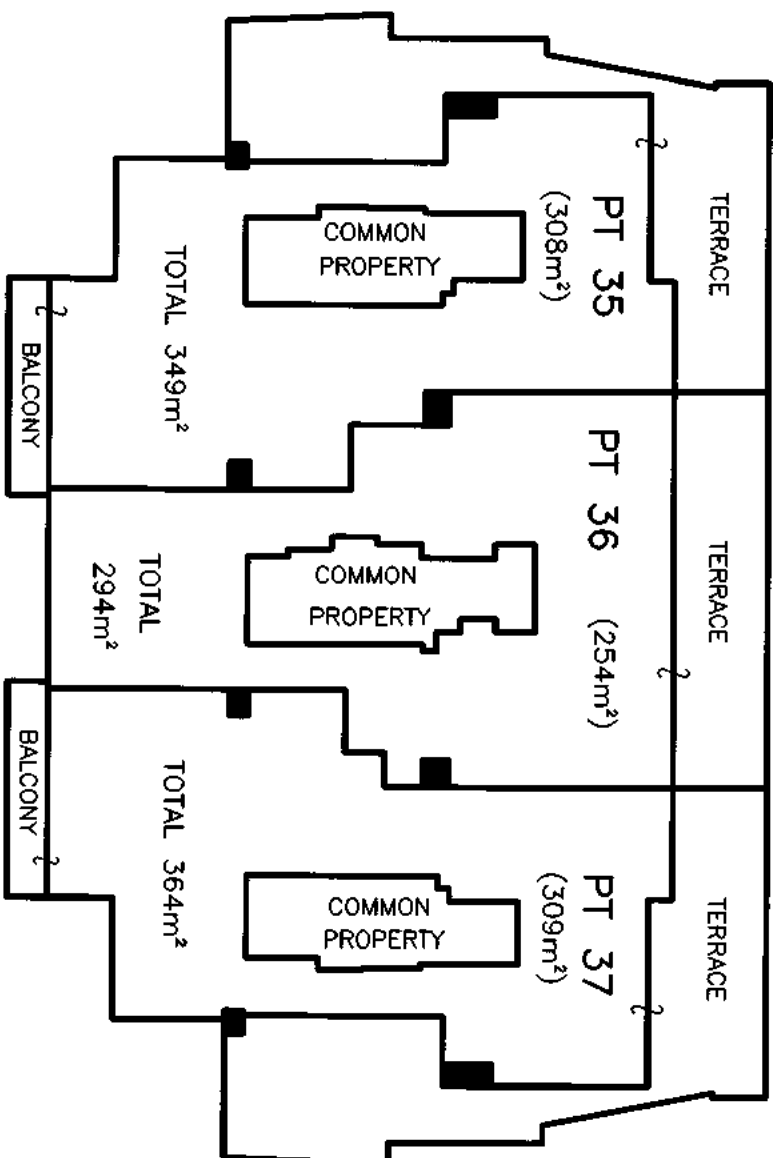
Lengths are in metres

Registered Surveyor

Nauy Mawla

Authorised Surveying Machinery/Accessories Certifier

SP73910

BUILDING 1

THE STRATUM OF THE TERRACES AND BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 6

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

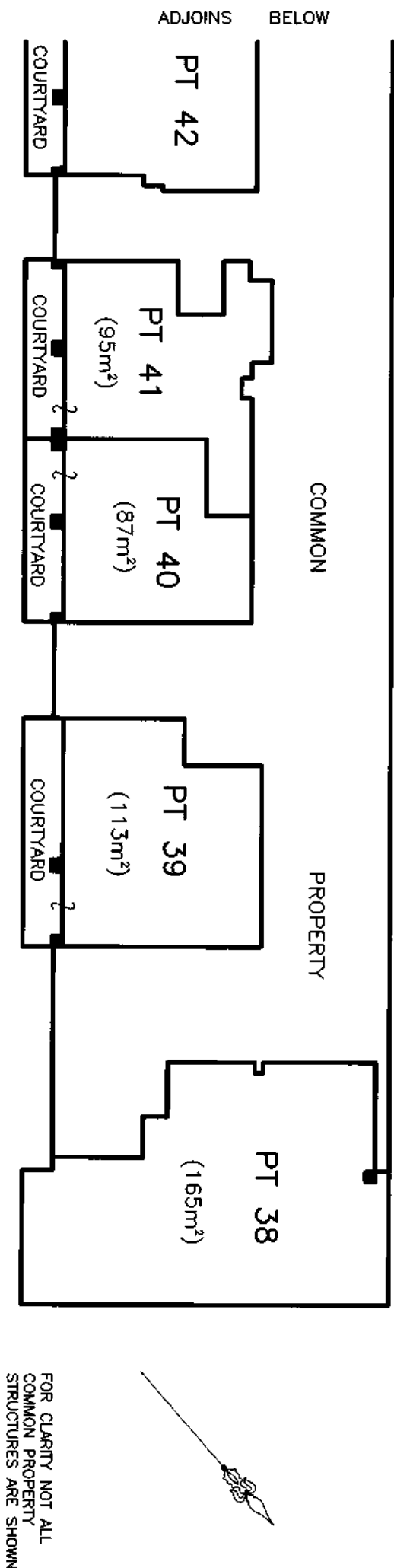
Lengths are in metres

Registered Surveyor

J. J. M. M. M.

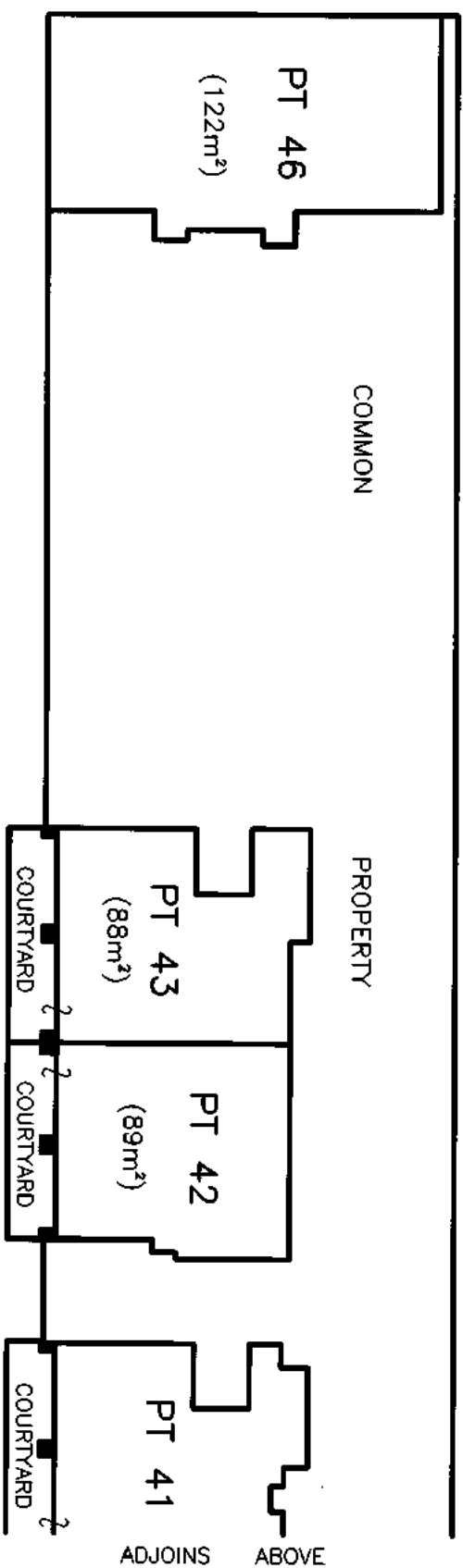
Authorised Person for the Survey/ Accredited Certifier

SURVEYOR'S REFERENCE : 010304 SP

BUILDING 2**SP73910**

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRUTUM OF THE COURTYARDS,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

LOWER GROUND LEVEL

Reduction Ratio 1 : 200

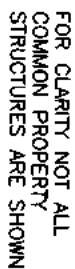
Lengths are in metres

Registered Surveyor

Tamara M. Smith

Authorised Surveying Technology Manager / Accredited Certifier

SP73910



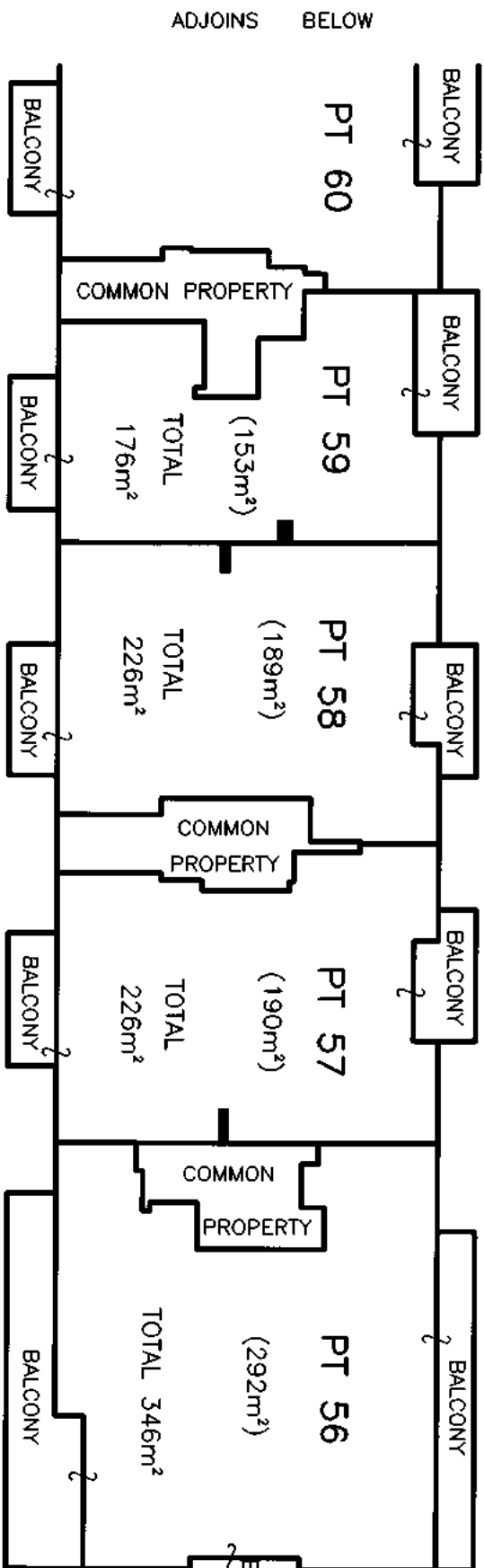
LEVEL 2

Reduction Ratio 1 : 200

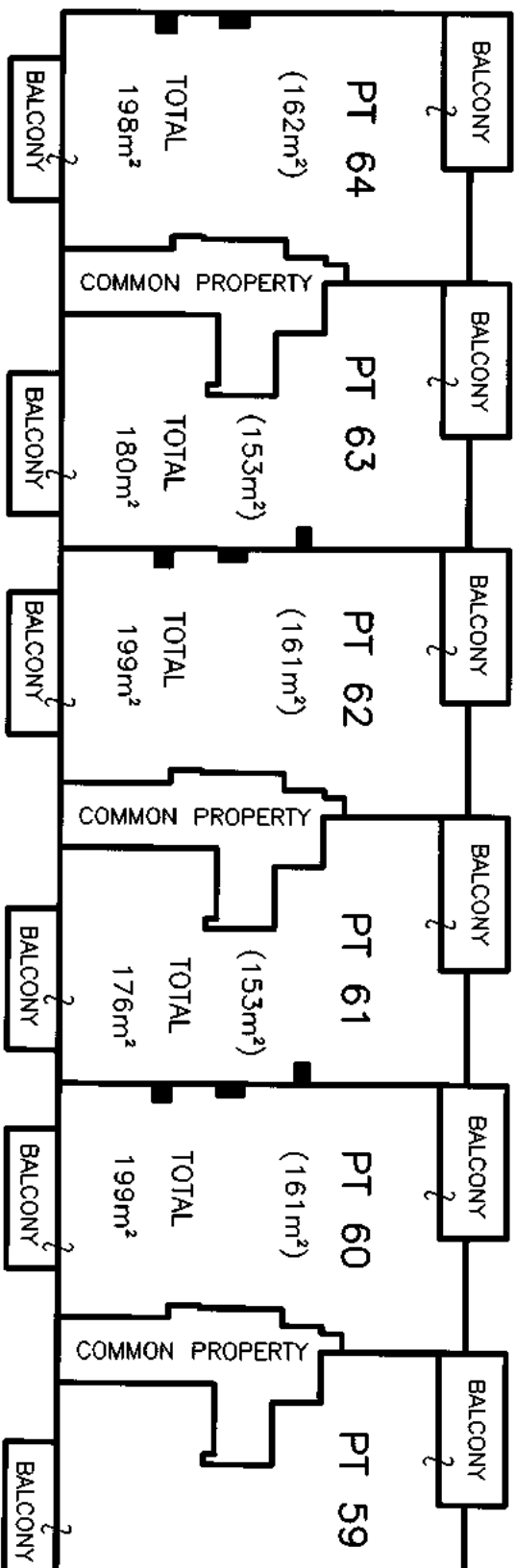
Lengths are in metres

Registered Surveyor

~~Authorized Person/Account Manager/Accredited Certifier~~

BUILDING 2**SP73910**

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN



ADJOINS ABOVE

B - DENOTES BALCONY

ALL BALCONIES ARE COVERED

LEVEL 3

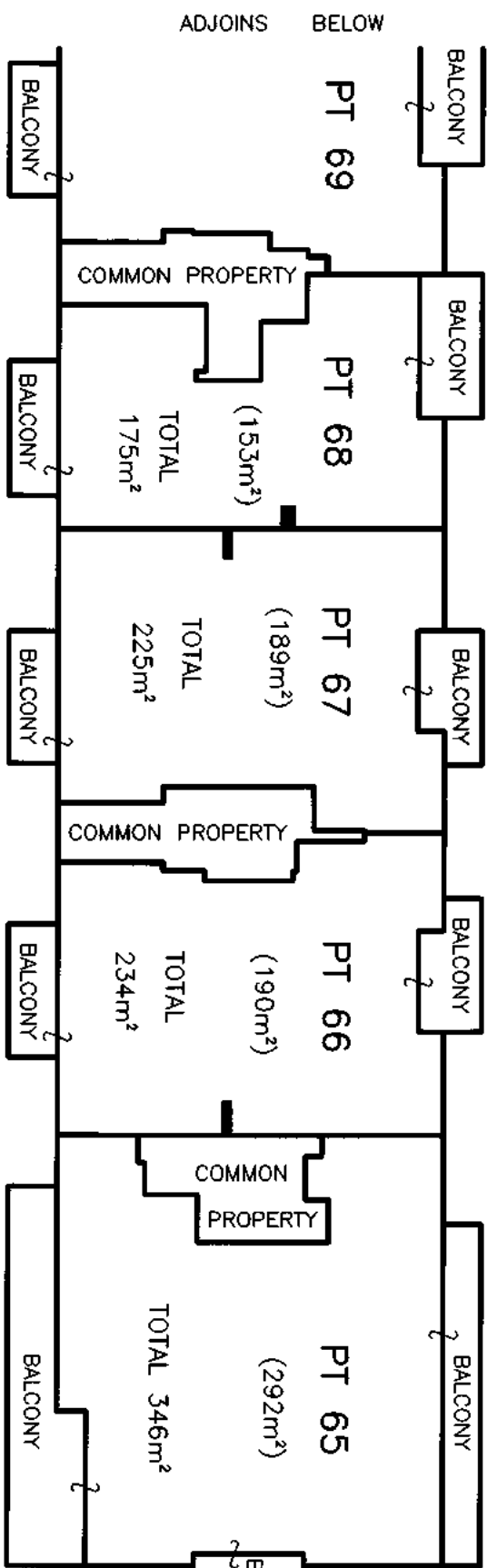
Reduction Ratio 1 : 200

Lengths are in metres

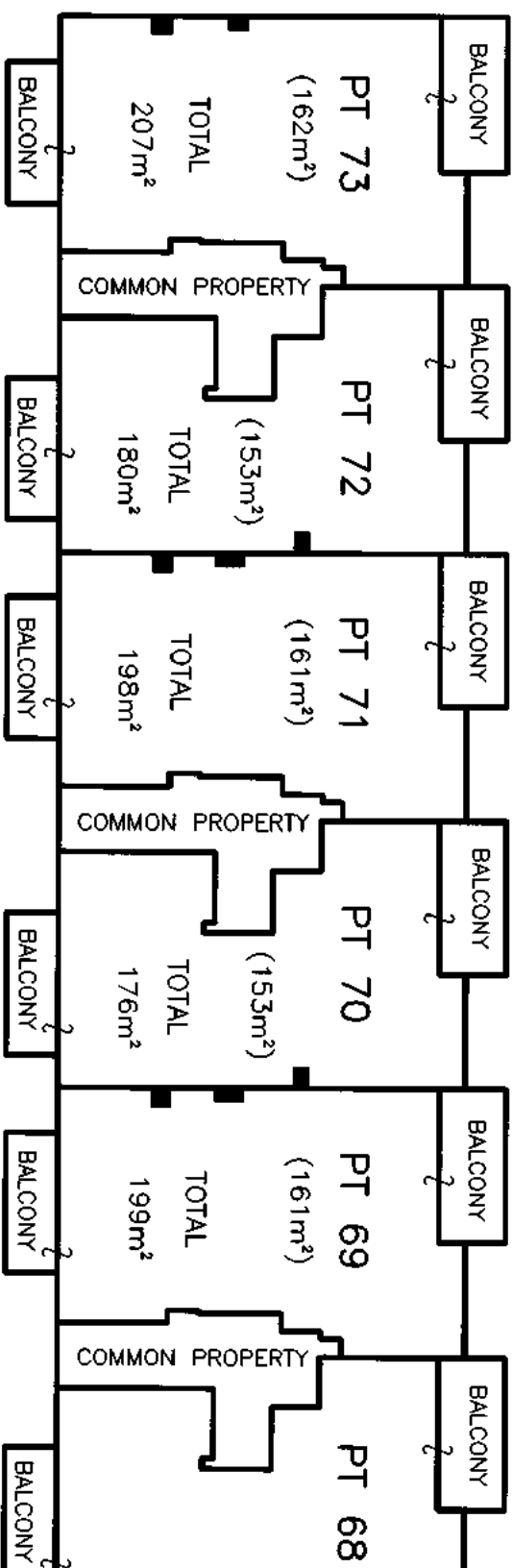
Registered Surveyor

Tony M. Smith

Authorised Drawing/Check/Issue/Manager/Approved/Classifier

BUILDING 2**SP73910**

B - DENOTES BALCONY

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWNTHE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.**LEVEL 4**

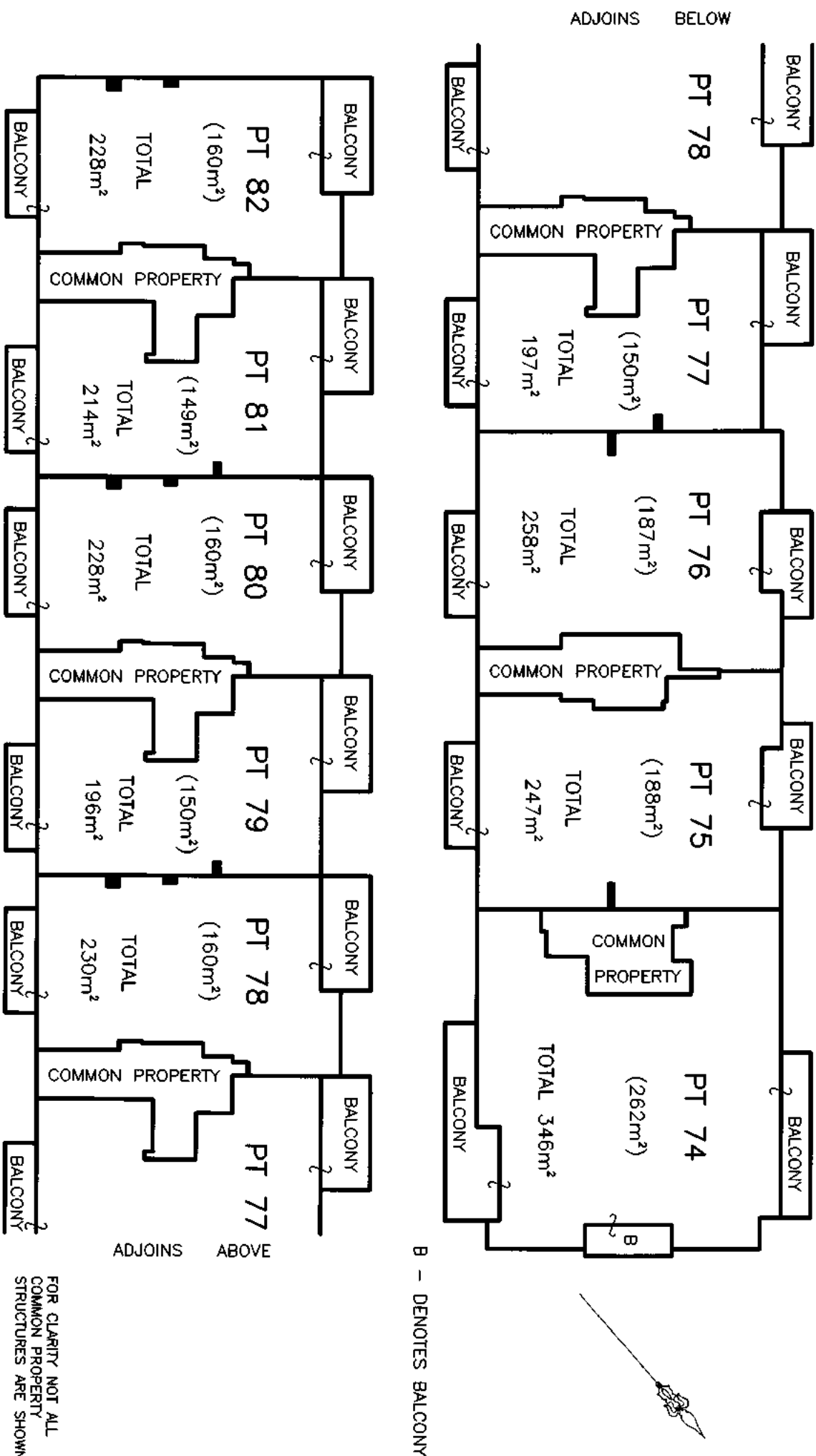
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tony Munday

Authorised Surveyor/Engineer/Accredited Certifier

BUILDING 2**SP73910**

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 5

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

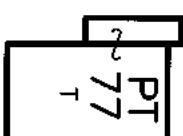
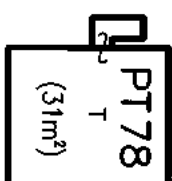
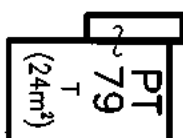
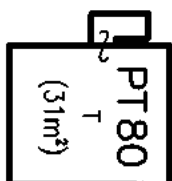
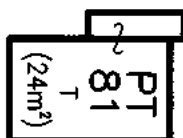
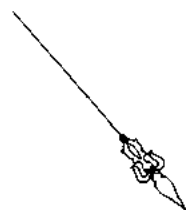
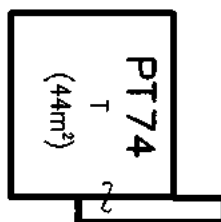
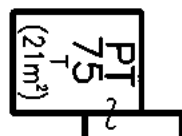
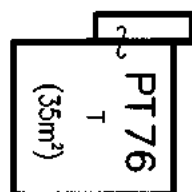
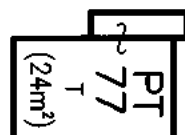
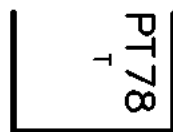
Tony Mould

Authorised Surveyor/Manager/Accessed Certifier

SP73910

BUILDING 2

ADJOINS BELOW



ADJOINS ABOVE

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRATUM OF THE TERRACES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 6 - ROOF TERRACES

T - DENOTES TERRACE

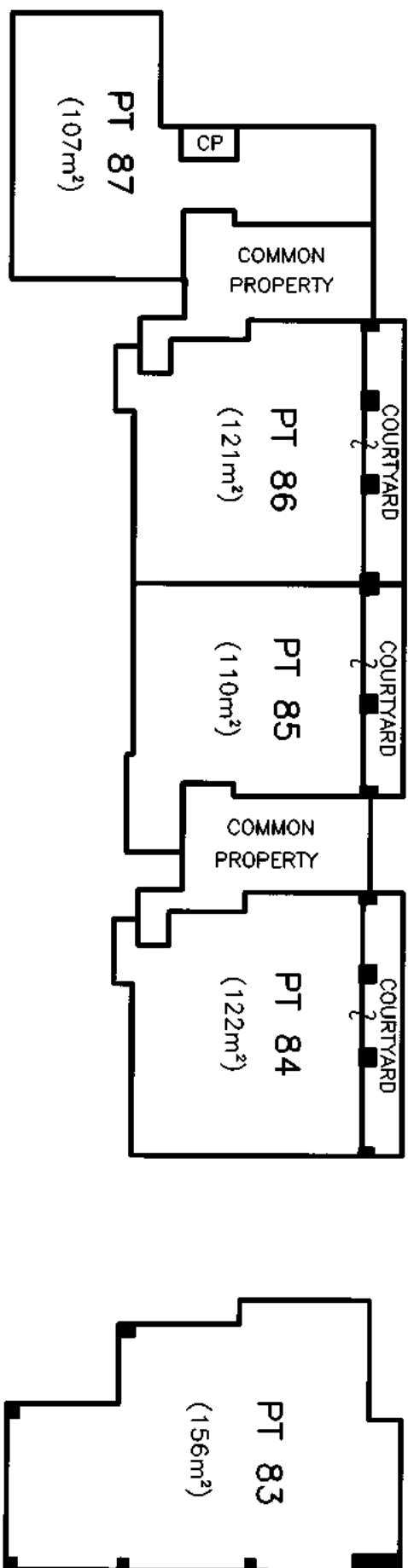
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Drawing Officer/Authorised Certifier

SP73910

BUILDING 3

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE
SHOWN

LOWER GROUND LEVEL

THE STRATUM OF THE COURTYARDS,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

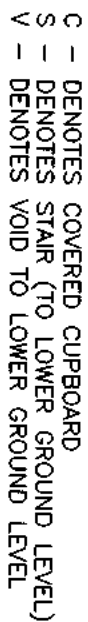
Lengths are in metres

Registered Surveyor

Paul Munn

Authorised Person to Sign/Ascertify Certifier

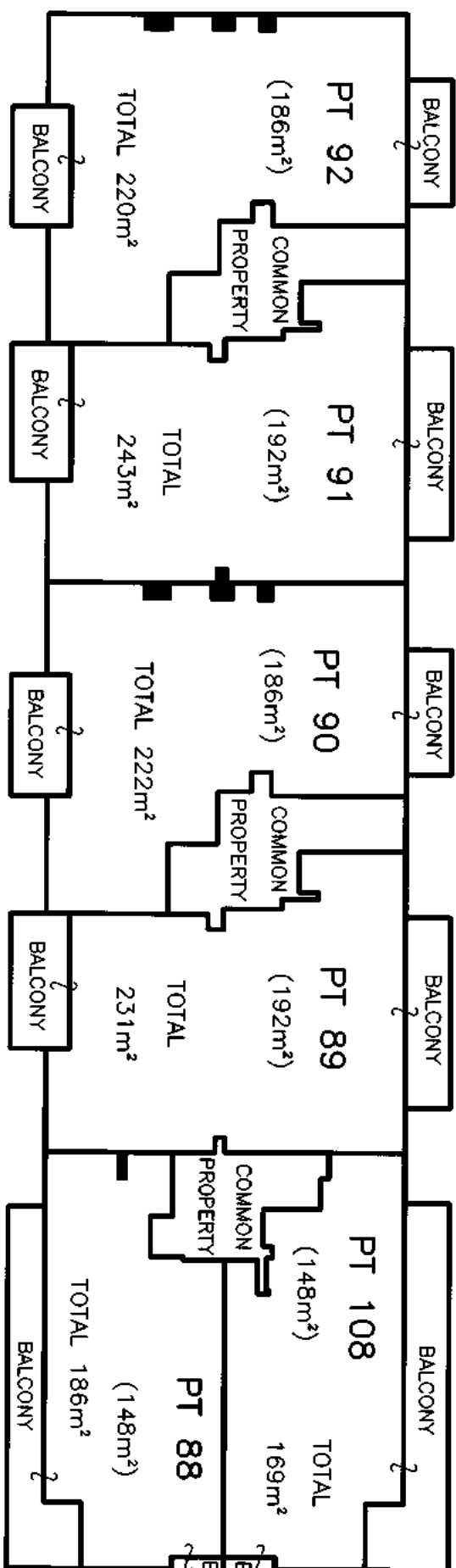
SP73910



Lengths are in metres

~~Authorized Person Only - Controlled Substance~~

SP73910

BUILDING 3LEVEL 2

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES BALCONY
ALL BALCONIES ARE COVERED

Reduction Ratio 1 : 200

lengths given in metres

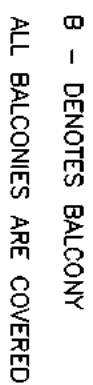
Registered Surveyor

Tary Munday

Authorised Surveying/Planning/Asbestos Certifier

SURVEYOR'S REFERENCE : 010304 SP

SP73910

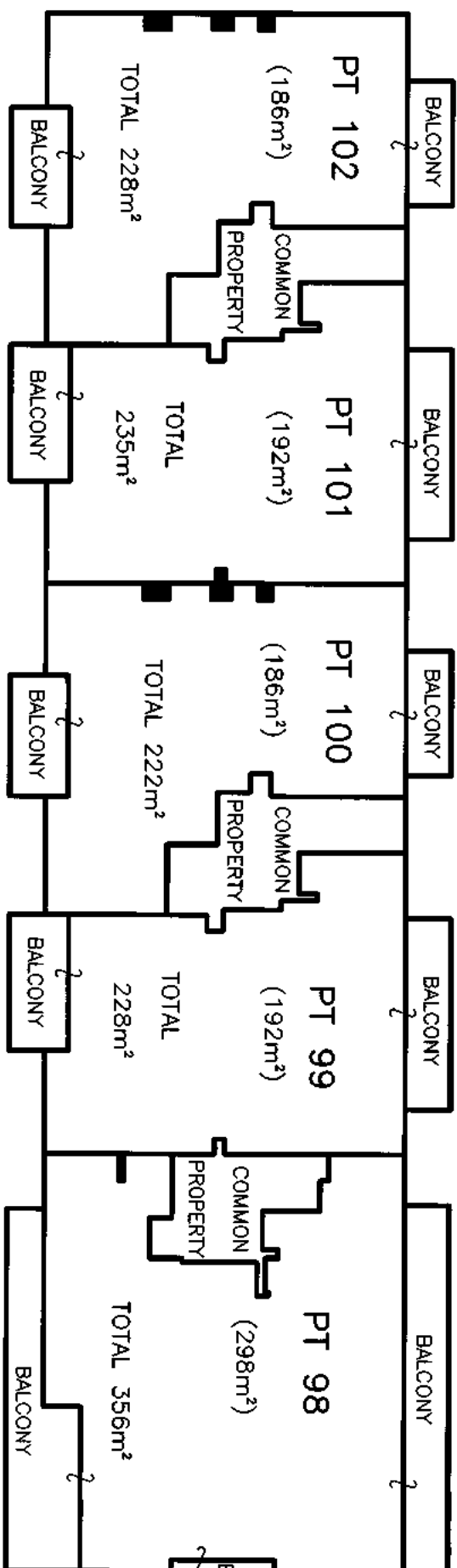


Lengths are in metres

For Myself

Authorized Person/Owner/Manager/Accredited Certifier

SP73910

BUILDING 3

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 4

B - DENOTES BALCONY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

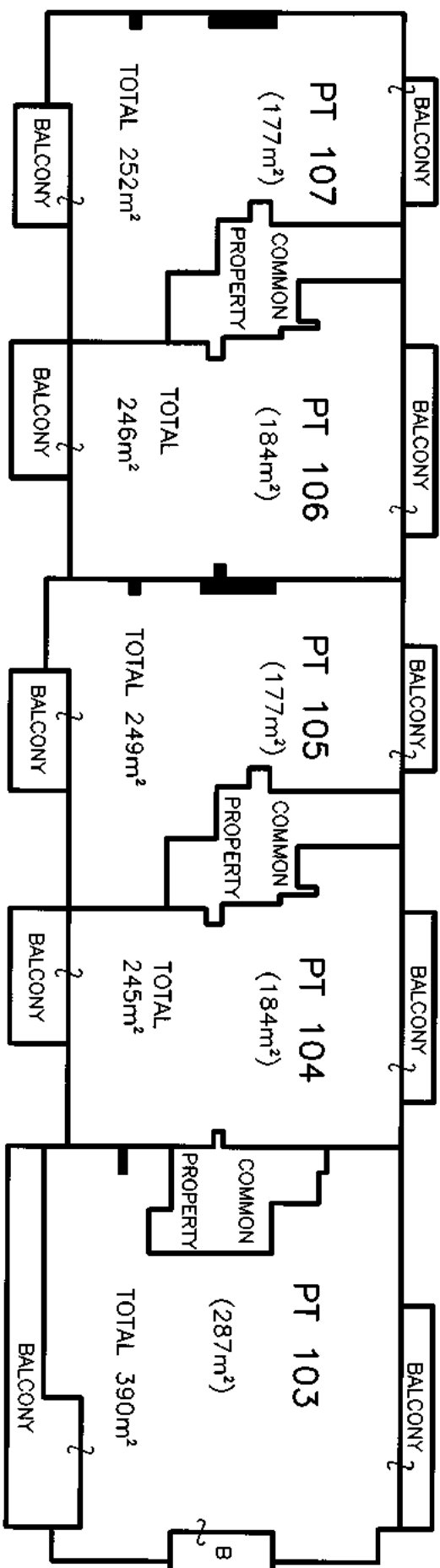
Registered Surveyor

Tony Mawdsley

Authorised Surveyor/Engineer/Accredited Certifier

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 3

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 5

B - DENOTES BALCONY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

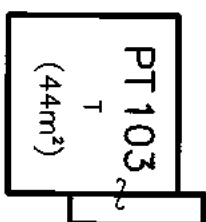
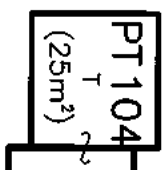
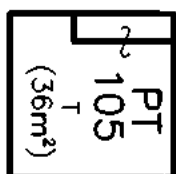
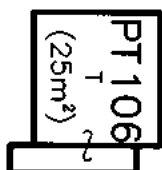
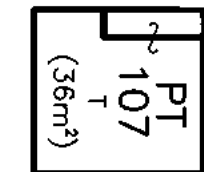
Registered Surveyor

Tony Morrison

Authorised Boundary/Location/Mapping/Ascertained Certifier

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 3LEVEL 6 – ROOF TERRACES

T – DENOTES TERRACE

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWNTHE STRATUM OF THE TERRACES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorized by the Registrar-General/Registered Certifier

SURVEYOR'S REFERENCE : 010304 SP

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

SP73910

Plan of Subdivision of Lot 18 DP1072418
covered by Subdivision Certificate No. **39/2004**
dated **2.11.2004**

Full name and address of the owner of the land: Sydney Harbour Foreshore Authority
Level 6, 66 Harrington Street
The Rocks NSW 2000

Part 1 (Creation)

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

Part 2 (Terms)

1. Interpretation

1.1 Definitions

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

Act means the *Strata Schemes (Leasehold Development) Act 1986* (NSW).

Carparking Space means:

- (a) a carparking space that forms part of a lot in the Strata Scheme; and
- (b) a common property carparking space that is the subject of an exclusive use by-law under the by-laws for the Strata Scheme.

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

Grantee means, if a leasehold interest exists in respect of a Lot Benefited:



.....
Council Authorised Person

21.

SP73910

Sheet 2 of 4

- (a) the lessee (as that term is defined in the Act) or mortgagee in possession of the Lot Benefited; and
- (b) the owners corporation under the Act in respect of the Lot Benefited; and
- (c) an authority benefited.

If no leasehold interest exists in respect of a Lot Benefited, **Grantee** means:

- (d) the owner or mortgagee in possession of the Lot Benefited; and
- (e) an authority benefited.

Grantor means, if a leasehold interest exists in respect of a Lot Burdened:

- (a) the lessee (as that term is defined in the Act) or mortgagee in possession of a Lot Burdened; and
- (b) the owners corporation under the Act in respect of a Lot Burdened.

If no leasehold interest exists in respect of a Lot Burdened, **Grantor** means the owner or mortgagee in possession of a Lot Burdened.

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

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

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

Occupier has the same meaning given to it in the Act.

Owner has the same meaning given to "Lessee" in the Act.

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

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

Storage Space means:

- (a) lots 109 to 123 inclusive; and
- (b) a storage space that forms part of a lot in the Strata Scheme; and
- (c) a common property storage space that is the subject of an exclusive use by-law under the by-laws for the Strata Scheme.

Strata Scheme means the strata scheme established on registration of the Plan.


.....
Council Authorised Person

SP73910

Sheet 3 of 4

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

- 1.3 Headings do not affect the interpretation of this instrument.

2. Covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause, clause 3 and 4 of this instrument, and in each of the Easements, are covenants and agreements between:

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

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

3. Notice to Grantor

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

- 3.2 If a notice to the Grantor is required to be given under this instrument, that notice must also be given to the Occupier of the lot burdened. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

4. Terms of restriction on the use of land numbered one (1) in the Plan

The Lot Burdened is not to be used for parking or storage of vehicles or boats apart from visitor spaces which are to be used only by visitors to the building and the service vehicle spaces which are to be used only for service vehicles and loading activities.

The parties authorised to vary release or modify easement, profit à prendre, restriction or positive covenant numbered one (1) in the Plan.

Council of the City of Sydney



Council Authorised Person

SP73910

Sheet 4 of 4

5. Terms of restriction on the use of land numbered two (2) in the Plan

An Owner in the Strata Scheme must not:

- (a) permit their Carparking Space or Storage Space to be used by a person who is not an Occupier of a lot (not being a utility lot) in the Strata Scheme; or
- (b) enter into an agreement to lease, licence or transfer their Carparking Space or Storage Space to a person who is not an Owner of a lot (not being a utility lot) in the Strata Scheme; or
- (c) lease or licence (or permit a sub-lease or sub-licence of) their Carparking Space or Storage Space to a person who is not an Occupier of a lot (not being a utility lot) in the Strata Scheme.

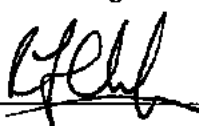
The parties authorised to vary release or modify easement, profit à prendre, restriction or positive covenant numbered two (2) in the Plan.

Council of the City of Sydney

Signed by Diana May Talty for and on behalf of
Sydney Harbour Foreshore Authority under
delegated authority and without assuming personal
liability and I hereby certify that I have no notice
of revocation of such delegation:



Signature of delegate




Signature of witness

R. J. CLARK

Name of witness


Signed by a duly authorised person of the Council
of the City of Sydney pursuant to the authority
listed in the City of Sydney Register of
Delegations dated 5 August 2003 in the presence
of:



Signature of authorised person

TIM MOORE

Name of authorised person



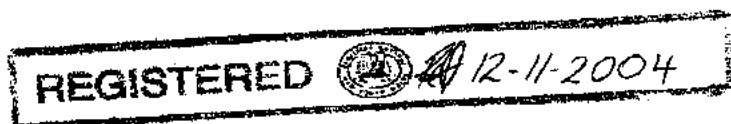
Signature of witness

WAYNE DAVIS

Name of witness

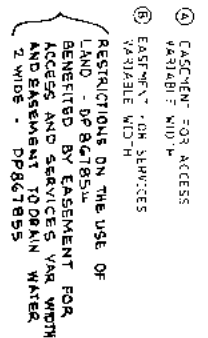
Area Planning Manager

Office held

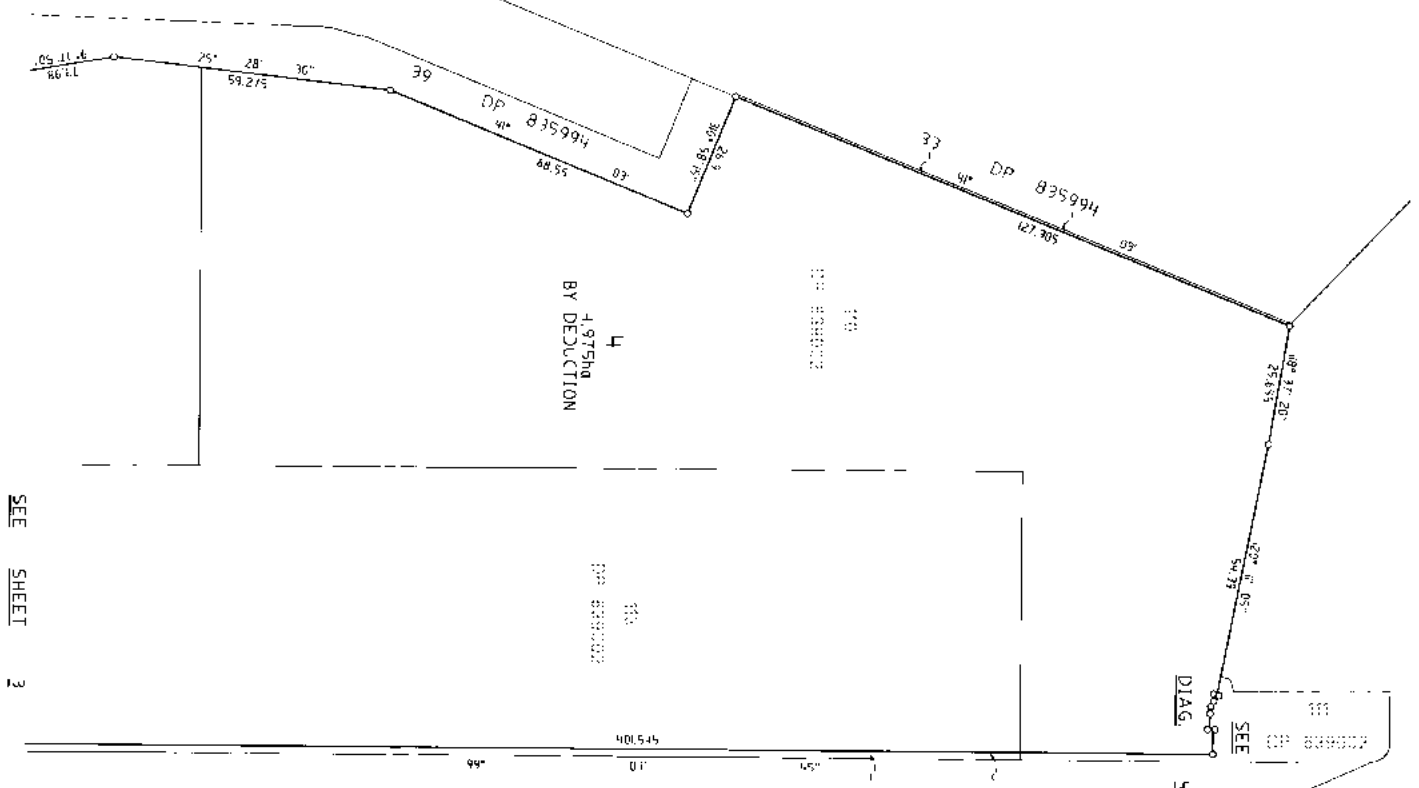




SCHEDULE OF SIZES 4 CURVED BOUNDARIES



Plan Drawing only to appear in this space



For more answers check in these/through the any section on Page 5444 ?

Plan Drawing only to appear in this space

SEE SHEET 3

SEE SHEET 2



BAY

PYRMONT

Lengths are in metres. Reduction Ratio 1:500

SURVEYORS REFERENCE: 75432/HF

③	EASEMEN* FOR ACCESS VARIABLE WIDTH
④	EASEMEN FOR SERVICES VARIABLE WIDTH
⑤	RESTORATION 2N * 3E
⑥	WIDTH OF 66,855,575 & SERVICES
⑦	PROCESSES VARIABLE WIDTH
⑧	WIDTH OF 66,855,575
⑨	PAINTING 66,855,575 VARIABLE
⑩	WIDTH OF 66,855,575
⑪	PROCESSES VARIABLE WIDTH
⑫	EASEMEN FOR SUPPORT (WIDTH OF 66,855,575)
⑬	EASEMEN FOR ACCESS SUPPORT 4
⑭	EASEMEN FOR ACCESS SUPPORT 4
⑮	EASEMEN FOR ACCESS SUPPORT 4
⑯	EASEMEN FOR ACCESS SUPPORT 4
⑰	EASEMEN FOR ACCESS SUPPORT 4
⑱	EASEMEN FOR ACCESS SUPPORT 4
⑲	EASEMEN FOR ACCESS SUPPORT 4
⑳	EASEMEN FOR ACCESS SUPPORT 4
㉑	EASEMEN FOR ACCESS SUPPORT 4
㉒	EASEMEN FOR ACCESS SUPPORT 4
㉓	EASEMEN FOR ACCESS SUPPORT 4
㉔	EASEMEN FOR ACCESS SUPPORT 4
㉕	EASEMEN FOR ACCESS SUPPORT 4
㉖	EASEMEN FOR ACCESS SUPPORT 4
㉗	EASEMEN FOR ACCESS SUPPORT 4
㉘	EASEMEN FOR ACCESS SUPPORT 4
㉙	EASEMEN FOR ACCESS SUPPORT 4
㉚	EASEMEN FOR ACCESS SUPPORT 4
㉛	EASEMEN FOR ACCESS SUPPORT 4
㉜	EASEMEN FOR ACCESS SUPPORT 4
㉝	EASEMEN FOR ACCESS SUPPORT 4
㉞	EASEMEN FOR ACCESS SUPPORT 4
㉟	EASEMEN FOR ACCESS SUPPORT 4
㊱	EASEMEN FOR ACCESS SUPPORT 4
㊲	EASEMEN FOR ACCESS SUPPORT 4
㊳	EASEMEN FOR ACCESS SUPPORT 4
㊴	EASEMEN FOR ACCESS SUPPORT 4
㊵	EASEMEN FOR ACCESS SUPPORT 4
㊶	EASEMEN FOR ACCESS SUPPORT 4
㊷	EASEMEN FOR ACCESS SUPPORT 4
㊸	EASEMEN FOR ACCESS SUPPORT 4
㊹	EASEMEN FOR ACCESS SUPPORT 4
㊺	EASEMEN FOR ACCESS SUPPORT 4
㊻	EASEMEN FOR ACCESS SUPPORT 4
㊼	EASEMEN FOR ACCESS SUPPORT 4
㊽	EASEMEN FOR ACCESS SUPPORT 4
㊾	EASEMEN FOR ACCESS SUPPORT 4
㊿	EASEMEN FOR ACCESS SUPPORT 4

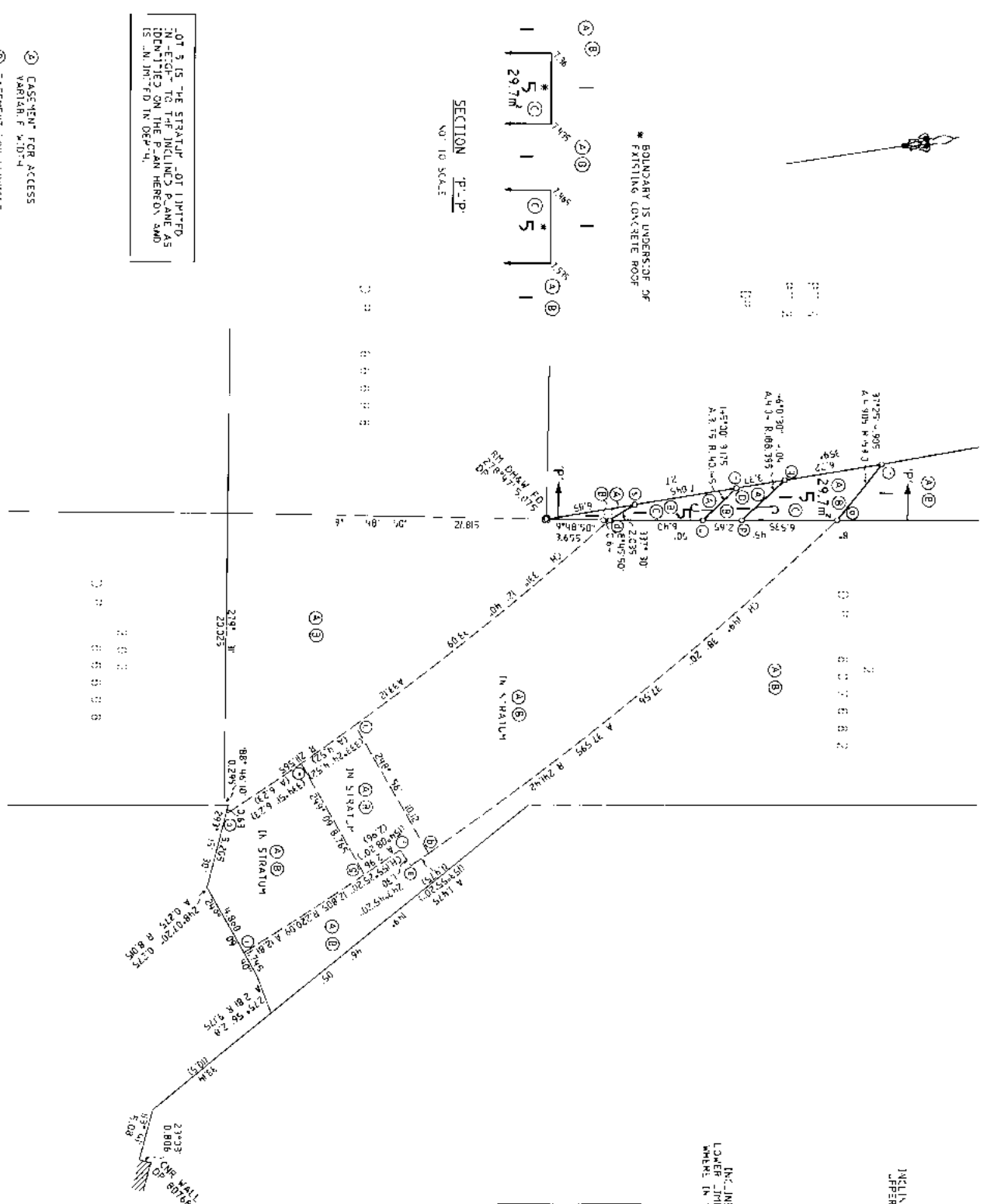
<p>Registred:  11 6.1997</p> <p>This is a true & correct copy of the original as shown to me on 21/5/97</p> <p>Signature:  11 6.1997</p> <p>This is a true & correct copy of the original as shown to me on 21/5/97</p>	<p>General Manager/Authorized Person</p> <p>L.G.A.: SYDNEY CITY</p> <p>Locality: PYRMONT</p> <p>Parish: ST. ANDREW</p> <p>County: CUMBERLAND</p> <p>For use where there is no requirement to enter name on Plan Form 2</p>
---	--

PLAN AMENDED AT SURVEYORS REQUEST

13-10-1997

Large size in plates. Specifier Table V/A

Scale of mm	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400
-------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----



- ① CASEMENT FOR ACCESS VARIABLE WIDTH
- ② EASEMENT FOR SERVICES VARIABLE WIDTH
- ③ PROPOSED EASEMENT FOR ENCROACHMENT

-NOT 5 IS THE STRAIGHT -NOT 1 IMPROVED IN -EIGHT TO THE INCLINED PLANE AS IDENTIFIED ON THE PLAN HEREON AND IS -IN IMPROVED IN DEPTH-

INCLINED PLANE DEFINING UPPER LIMITS OF LOT 5

Point	Bearing
1	7.31
2	7.44
3	7.425
4	7.295
5	7.595
6	7.710
7	7.595
8	7.465

INCLINED PLANE DEFINING LOWER LIMIT OF EASEMENT (A) & (B) WHERE IN STRAIGHT WITHIN LOT 2 DP 801582

Point	Bearing
1	7.36
2	8.465
3	8.22
4	1.755
5	1.265
6	1.265
7	7.3
8	7.55
9	8.46
10	8.56
11	8.3
12	8.45

Plan Drawing only to appear in this space

DP 868787 Registered 14. 6. 1997 This is a copy of the plan as shown dated 21/5/97 Signature: <i>[Signature]</i> Given/Manager/Authorized Person This is a copy of the plan as shown dated 21/5/97 Signature: <i>[Signature]</i> Given/Manager/Authorized Person	LG: SYDNEY CITY Locality: PYRMONT Parish: ST. ANDREW County: CUMBERLAND For use where shown in the plan or in any plan or plan Form 2.	Lengths are in metres. Reduction Ratio Not to Scale SURVEYOR'S REFERENCE: 75-59138
--	---	---

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

Sheet 1 of 8 Sheets

Plan: ~~187898~~ ~~187898~~ ~~187898~~
DP 868787

PART 1

Plan of Subdivision of Lots 91, 96, 97 &
98 in DP838113, Lot 5 in DP868728,
Lot 9 in DP 867854, Easement over Lot
2 in DP807682, Lot 202 in DP777886 &
Lot 10 in DP867852.

Full name and address of
Proprietor of the land:

Darling Harbour Authority.

City West Development Corporation of
Level 1, 137 Pyrmont Street, Pyrmont,
NSW, 2009.

1. Identity of easement firstly
referred to in abovementioned plan

Easement for Access variable width.

Schedule of Lots affected

Lots Burdened

Lots 1 & 6
Lot 10 in DP867852
Lot 2 in DP807682
Lot 202 in DP777886

Lots Benefited

Lots 3 & 4
Lots 1, 2, 3 & 4 in DP868728
Lots 5, 6 and 8 in DP867854

2. Identity of easement secondly
referred to in abovementioned plan

Easement for Services variable width.

Schedule of lots affected

Lots Burdened

Lots 1 & 6
Lot 10 in DP867852
Lot 2 in DP807682
Lot 202 in DP777886

Lots Benefited

Lots 3 & 4
Lots 1, 2, 3 & 4 in DP868728
Lots 6 and 8 in DP867854

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.


DP 868787

Sheet 2 of 8 Sheets

3. Identity of Easement Thirdly
referred to in abovementioned plan Easement for Access and Services
Purposes variable width.
- | <u>Lots Burdened</u> | <u>Lots and Authorities Benefitted</u> |
|----------------------|--|
| Lot 5 | Lot 1 |

PART 2

4. TERMS OF EASEMENT FOR ACCESS FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN
- 4.1 The owners of the Lots benefited may in accordance with the requirements of any relevant public authority:
- (a) by any means pass over the lots burdened within the site of this easement for any purposes; and
 - (b) upon fourteen (14) days written notice to the owners of the lots burdened do anything upon the lot burdened within the site of this easement that is ordinarily permissible on a public road and
 - entering into the lot burdened
 - taking anything on the lot burdened; and
 - carrying out work.
- 4.2 The owners of the Lots burdened must at their own expense ensure that the site of the easement is suitable for use as a public road and must carry out any necessary work to ensure that the site of the easement is suitable for use by the owners of the lots benefited as a roadway including constructing, replacing, repairing and maintaining of roads, driveways and footpaths.
- 4.3 The easements created or intended to be created by this part shall cease to exist and be removed from the title of the land burdened when that part of the land burdened affected by the easements is dedicated as public roads and shall be removed from any part of the land burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the land benefited shall not be substantially interfered with.
- 4.4 Any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 3 of 8 Sheets

benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

4.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the conduct of the Works or the carrying out of Repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

4.6 Prior to carrying out any works upon the lot or lots burdened, the owner or owners of the lot or lots benefited shall enter into a policy of insurance under which the owner or owners of the lots burdened shall be indemnified and kept harmless from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

5. **TERMS OF EASEMENT FOR SERVICES SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

5.1 The owner of the Lots benefited may in accordance with the requirements of any relevant public authority:

- (a) use the lot burdened, but only within the site of this easement, to provide services to or from each lot benefited; and
- (b) upon fourteen (14) days written notice to the owners of the lots burdened do anything reasonably necessary for that purpose, including:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 4 of 8 Sheets

- entering into the lot burdened; and
- taking anything on the lot burdened; and
- carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

5.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

5.3 The easements created or intended to be created by this part shall cease to exist and be removed from the title of the land burdened when that part of the land burdened affected by the easements is dedicated as public roads and shall be removed from any part of the land burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the land benefited shall not be substantially interfered with.

5.4 Any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

5.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise),



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 5 of 8 Sheets

suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the conduct of the Works or the carrying out of Repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

- 5.6 Prior to carrying out any works upon the lot or lots burdened, the owner or owners of the lot or lots benefited shall enter into a policy of insurance under which the owner or owners of the lots burdened shall be indemnified and kept harmless from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

6. **TERMS OF EASEMENT FOR ACCESS AND SERVICES PURPOSES VARIABLE
WIDTH THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN**

The registered proprietors of the lot burdened ("Grantor"):

- (a) grant in common with the rights of the Grantor and all others authorised by the Grantor:-
 - (i) the full and free right for the Grantee, its officers, agents, employees, workmen and contractors ("Agents") to use, operate, examine, alter, renew, cleanse, repair and maintain the bridge structure erected within the lot benefited or any part thereof ("Murray Street Bridge") or through under and across the land burdened; and
 - (ii) the full and free right for the Grantee and Agents for any of the purposes set out above and incidental thereto to enter, go, return, pass and repass with or without vehicles upon along or over the land burdened and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools equipment and other items as may be necessary,

PROVIDED THAT:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 6 of 8 Sheets

- (iii) the Grantee acknowledges that the Grantor is entitled to, itself or to lease, license or otherwise permit others to operate a light rail transport system ("Light Rail System") and to own the Light Rail System airspace corridor within Lot 5 within and through the land burdened and any rights granted by this easement are subject to the operation of the Light Rail System;
- (iv) in exercising its rights pursuant to this easement, the Grantee and Agents shall not interfere with the efficient safe and cost effective construction, installation, commissioning, maintenance and operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;
- (v) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lots burdened or the improvements erected thereon, the Grantee shall, as soon as reasonably practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or where this is not possible, to such lesser standard as shall be approved by the Grantor, such approval not to be unreasonably withheld;
- (vi) the Grantee shall not do or cause to be done anything on the land burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (vii) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and damages of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee and Agents or by the existence of any equipment or vehicles of the Grantee its officers agent employees workmen or contractors on the land burdened; and



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 7 of 8 Sheets

- (ix) the Grantee shall, at its costs, procure the effecting and keeping current of a public liability insurance policy which is applicable to the land burdened and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company;
- (b) agrees that no building structure or other improvement shall be constructed upon or under the land burdened so as to prevent the Grantee from exercising its rights in accordance with this easement but the Grantee acknowledges that the laying of concrete slabs, ballast, acoustic insulation, signalling, track work, catenary, catenary poles and catenary wires, electricity supply and communications equipment and other installations, improvements and structures necessary for the operation of the construction, commissioning, maintenance, repair of the Light Rail System by the Grantor shall not prevent the Grantee from exercising such rights.

7. **NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS FIRSTLY AND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

Until dedication of the land burdened by the easements as a public road(s):-

The registered proprietor for the time being for the land in Lots 1, 2, 3 & 4 in
DP868728

After dedication of the land burdened by the easements as a public road(s):-

Council of the City of Sydney

8. **NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Until dedication of the land burdened by the easements as a public road(s):-

City West Development Corporation

After dedication of the land burdened by the easements as a public road (s):-

Council of the City of Sydney



INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Length in metres.

DP 868787

Sheet 8 of 8 Sheets

SIGNED for and on behalf of)
CITY WEST DEVELOPMENT)
CORPORATION under delegated)
authority and without assuming personal)
liability and I hereby certify that I have no)
notice of the revocation of such delegation:)

P. J. Moss
.....
(Signature of Delegate)

Philip G. Moss
.....
(Name of Delegate in Full
Senior Development Manager)

[Signature]
.....
(Signature of Witness)

Tenenne Charles Carter
.....
(Name of Witness in Full)

SIGNED for and on behalf of **DARLING HARBOUR**
AUTHORITY:

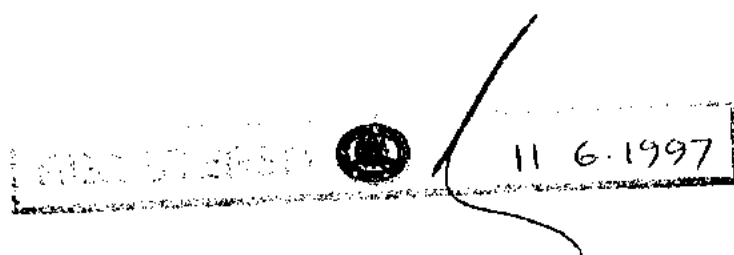
Alan Marsh
.....
(Signature of General Manager)

ALAN MARSH
.....
(Name of General Manager in Full)

In the presence of

Diana Talty
.....
(Signature of Witness)

DIANA TALTY
.....
(Name of Witness in Full)



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

Sheet 1 of 8 Sheets

Plan: ~~187898~~ ~~187898~~ ~~187898~~
DP 868787

PART 1

Plan of Subdivision of Lots 91, 96, 97 &
98 in DP838113, Lot 5 in DP868728,
Lot 9 in DP 867854, Easement over Lot
2 in DP807682, Lot 202 in DP777886 &
Lot 10 in DP867852.

Full name and address of
Proprietor of the land:

Darling Harbour Authority.

City West Development Corporation of
Level 1, 137 Pyrmont Street, Pyrmont,
NSW, 2009.

1. Identity of easement firstly
referred to in abovementioned plan

Easement for Access variable width.

Schedule of Lots affected

Lots Burdened

Lots 1 & 6
Lot 10 in DP867852
Lot 2 in DP807682
Lot 202 in DP777886

Lots Benefited

Lots 3 & 4
Lots 1, 2, 3 & 4 in DP868728
Lots 5, 6 and 8 in DP867854

2. Identity of easement secondly
referred to in abovementioned plan

Easement for Services variable width.

Schedule of lots affected

Lots Burdened

Lots 1 & 6
Lot 10 in DP867852
Lot 2 in DP807682
Lot 202 in DP777886

Lots Benefited

Lots 3 & 4
Lots 1, 2, 3 & 4 in DP868728
Lots 6 and 8 in DP867854

[Handwritten signature]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.


DP 868787

Sheet 2 of 8 Sheets

3. Identity of Easement Thirdly
referred to in abovementioned plan Easement for Access and Services
Purposes variable width.
- | <u>Lots Burdened</u> | <u>Lots and Authorities Benefitted</u> |
|----------------------|--|
| Lot 5 | Lot 1 |

PART 2

4. TERMS OF EASEMENT FOR ACCESS FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN
- 4.1 The owners of the Lots benefited may in accordance with the requirements of any relevant public authority:
- (a) by any means pass over the lots burdened within the site of this easement for any purposes; and
 - (b) upon fourteen (14) days written notice to the owners of the lots burdened do anything upon the lot burdened within the site of this easement that is ordinarily permissible on a public road and
 - entering into the lot burdened
 - taking anything on the lot burdened; and
 - carrying out work.
- 4.2 The owners of the Lots burdened must at their own expense ensure that the site of the easement is suitable for use as a public road and must carry out any necessary work to ensure that the site of the easement is suitable for use by the owners of the lots benefited as a roadway including constructing, replacing, repairing and maintaining of roads, driveways and footpaths.
- 4.3 The easements created or intended to be created by this part shall cease to exist and be removed from the title of the land burdened when that part of the land burdened affected by the easements is dedicated as public roads and shall be removed from any part of the land burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the land benefited shall not be substantially interfered with.
- 4.4 Any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 3 of 8 Sheets

benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

4.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the conduct of the Works or the carrying out of Repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

4.6 Prior to carrying out any works upon the lot or lots burdened, the owner or owners of the lot or lots benefited shall enter into a policy of insurance under which the owner or owners of the lots burdened shall be indemnified and kept harmless from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

5. **TERMS OF EASEMENT FOR SERVICES SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

5.1 The owner of the Lots benefited may in accordance with the requirements of any relevant public authority:

- (a) use the lot burdened, but only within the site of this easement, to provide services to or from each lot benefited; and
- (b) upon fourteen (14) days written notice to the owners of the lots burdened do anything reasonably necessary for that purpose, including:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 4 of 8 Sheets

- entering into the lot burdened; and
- taking anything on the lot burdened; and
- carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

5.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

5.3 The easements created or intended to be created by this part shall cease to exist and be removed from the title of the land burdened when that part of the land burdened affected by the easements is dedicated as public roads and shall be removed from any part of the land burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the land benefited shall not be substantially interfered with.

5.4 Any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

5.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise),



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 5 of 8 Sheets

suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the conduct of the Works or the carrying out of Repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

- 5.6 Prior to carrying out any works upon the lot or lots burdened, the owner or owners of the lot or lots benefited shall enter into a policy of insurance under which the owner or owners of the lots burdened shall be indemnified and kept harmless from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

6. **TERMS OF EASEMENT FOR ACCESS AND SERVICES PURPOSES VARIABLE
WIDTH THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN**

The registered proprietors of the lot burdened ("Grantor"):

- (a) grant in common with the rights of the Grantor and all others authorised by the Grantor:-
- (i) the full and free right for the Grantee, its officers, agents, employees, workmen and contractors ("Agents") to use, operate, examine, alter, renew, cleanse, repair and maintain the bridge structure erected within the lot benefited or any part thereof ("Murray Street Bridge") or through under and across the land burdened; and
- (ii) the full and free right for the Grantee and Agents for any of the purposes set out above and incidental thereto to enter, go, return, pass and repass with or without vehicles upon along or over the land burdened and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools equipment and other items as may be necessary,

PROVIDED THAT:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 6 of 8 Sheets

- (iii) the Grantee acknowledges that the Grantor is entitled to, itself or to lease, license or otherwise permit others to operate a light rail transport system ("Light Rail System") and to own the Light Rail System airspace corridor within Lot 5 within and through the land burdened and any rights granted by this easement are subject to the operation of the Light Rail System;
- (iv) in exercising its rights pursuant to this easement, the Grantee and Agents shall not interfere with the efficient safe and cost effective construction, installation, commissioning, maintenance and operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;
- (v) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lots burdened or the improvements erected thereon, the Grantee shall, as soon as reasonably practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or where this is not possible, to such lesser standard as shall be approved by the Grantor, such approval not to be unreasonably withheld;
- (vi) the Grantee shall not do or cause to be done anything on the land burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (vii) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and damages of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee and Agents or by the existence of any equipment or vehicles of the Grantee its officers agent employees workmen or contractors on the land burdened; and



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 7 of 8 Sheets

- (ix) the Grantee shall, at its costs, procure the effecting and keeping current of a public liability insurance policy which is applicable to the land burdened and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company;
- (b) agrees that no building structure or other improvement shall be constructed upon or under the land burdened so as to prevent the Grantee from exercising its rights in accordance with this easement but the Grantee acknowledges that the laying of concrete slabs, ballast, acoustic insulation, signalling, track work, catenary, catenary poles and catenary wires, electricity supply and communications equipment and other installations, improvements and structures necessary for the operation of the construction, commissioning, maintenance, repair of the Light Rail System by the Grantor shall not prevent the Grantee from exercising such rights.

7. **NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS FIRSTLY AND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

Until dedication of the land burdened by the easements as a public road(s):-

The registered proprietor for the time being for the land in Lots 1, 2, 3 & 4 in
DP868728

After dedication of the land burdened by the easements as a public road(s):-

Council of the City of Sydney

8. **NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Until dedication of the land burdened by the easements as a public road(s):-

City West Development Corporation

After dedication of the land burdened by the easements as a public road (s):-

Council of the City of Sydney



INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Length in metres.

DP 868787

Sheet 8 of 8 Sheets

SIGNED for and on behalf of)
CITY WEST DEVELOPMENT)
CORPORATION under delegated)
authority and without assuming personal)
liability and I hereby certify that I have no)
notice of the revocation of such delegation:)

P. J. Moss
.....
(Signature of Delegate)

Philip G. Moss
.....
(Name of Delegate in Full
Senior Development Manager)

[Signature]
.....
(Signature of Witness)

Tenore Charles Carter
.....
(Name of Witness in Full)

SIGNED for and on behalf of **DARLING HARBOUR**
AUTHORITY:

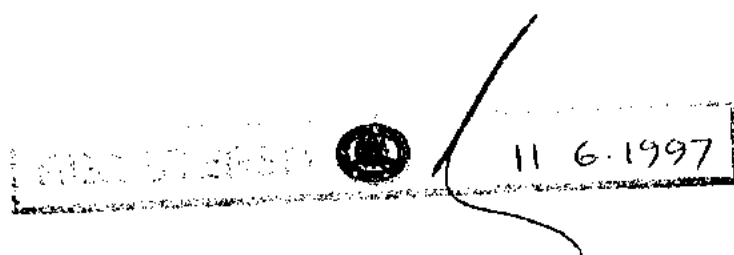
Alan Marsh
.....
(Signature of General Manager)

ALAN MARSH
.....
(Name of General Manager in Full)

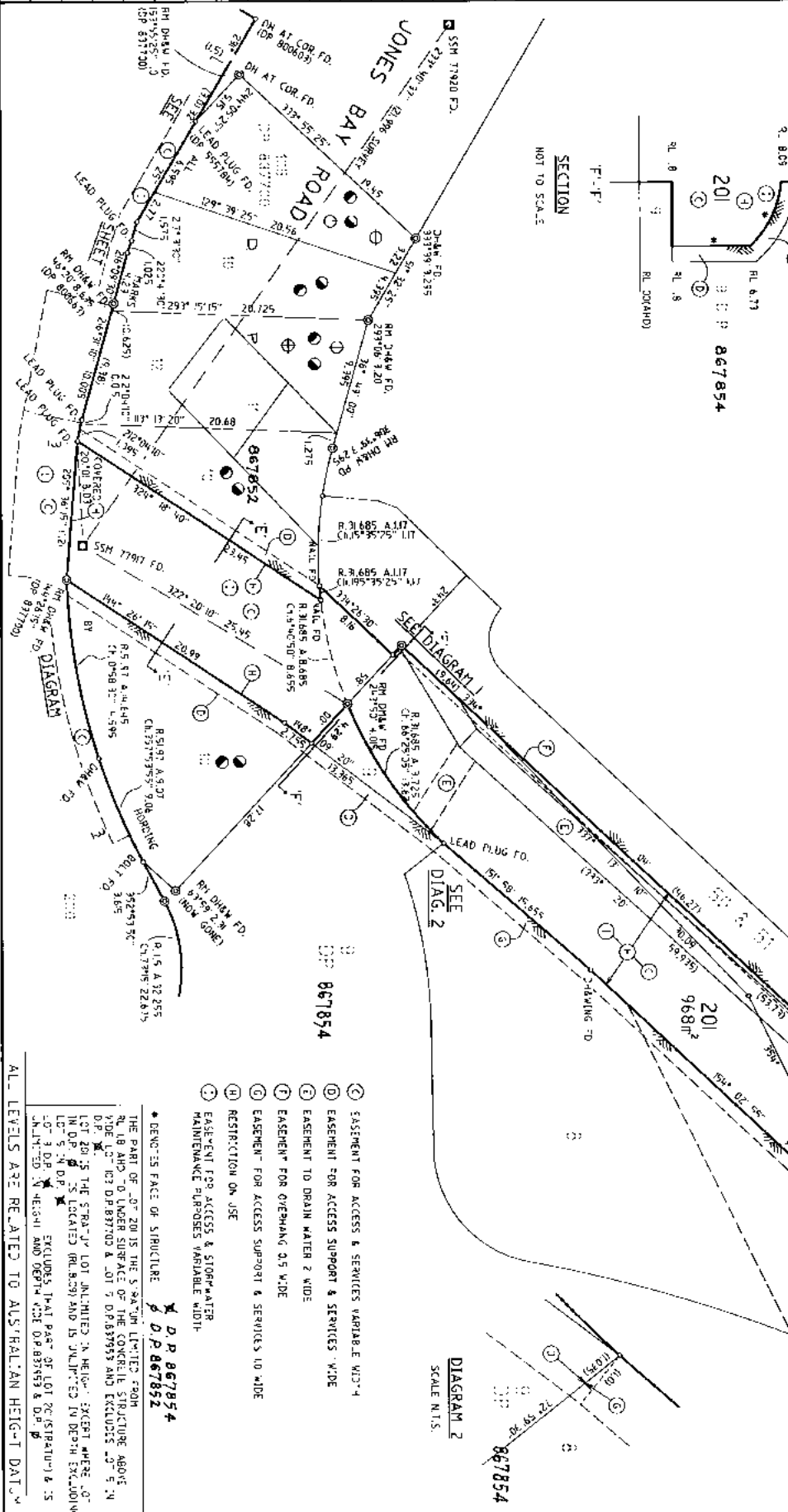
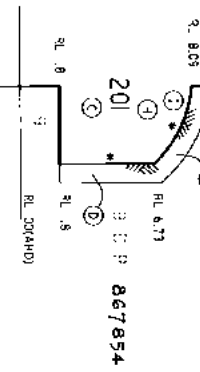
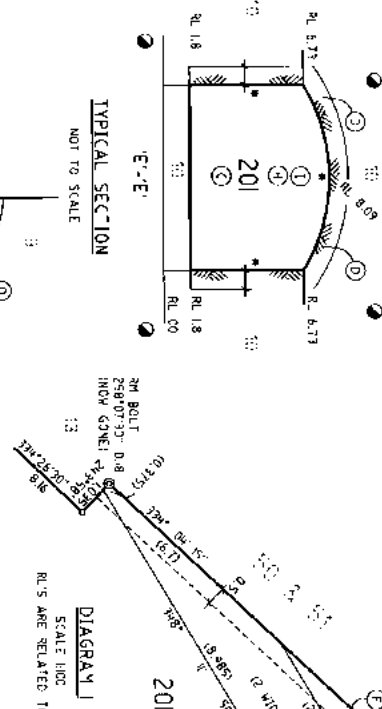
In the presence of

Diana Talty
.....
(Signature of Witness)

DIANA TALTY
.....
(Name of Witness in Full)



- RESTRICTION ON USE: VIDE 07 ❌
- RESTRICTION ON USE: V2: DP ❌
- EASEMENT FOR ACCESS & SERVICES PURPOSES VARIABLE WIDTH VIDE 3P ❌
- EASEMENT FOR ACCESS & STORAGE FOR MAINTENANCE PURPOSES VARIABLE WIDTH VIDE 3P ❌
- EASEMENT FOR STORAGE-ER MAINTENANCE PURPOSES VARIABLE WIDTH VIDE 07 ❌
- EASEMENT FOR SUPPORT VIDE DP ❌

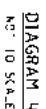
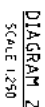


- (C) EASEMENT FOR ACCESS & SERVICES VARIABLE WIDTH
- (D) EASEMENT FOR ACCESS SUPPORT & SERVICES WIDE
- (E) EASEMENT TO DRAIN WATER 2 WIDE
- (F) EASEMENT FOR OVERHANG 0.5 WIDE
- (G) EASEMENT FOR ACCESS SUPPORT & SERVICES 10 WIDE
- (H) RESTRICTION ON USE
- (J) EASEMENT FOR ACCESS & SUPPORT MAINTENANCE PURPOSES VARIABLE WIDTH

D. P. 867854
D. P. 867852

ALL LEVELS ARE RELATED TO AUSTRIAN HEIGHT DATA

<p>DP 867855</p>	<p>Registered 22.05.1997</p>	<p>There are 2 c/o's on a 4 area dated 21/1/94 1, 3, 21/97</p>	<p>Signature <i>[Signature]</i> Surveyor registered with Surveyors Act 1991</p>	<p>It is stated: of the plan of areas covered by my certificate No 27</p>	<p>LGA: SYDNEY CITY Locality: SYDNEY Parish: ST. LAWRENCE County: CUMBERLAND</p>	<p>General Manager/Authorised Officer</p>	<p>For use where there is a change of a way shown on plan Form 2</p>	<p>SUBDIVISION PLAN OF CONSOLIDATION OF LOTS 92, 93, 94, & 95 DP. 838113, LOTS 11 & 12 DP. 830887, LOT 122 DP. 828957, LOT 103 & 102 DP. 837700, LOT 51 DP. 837953 & LOT 4 DP. XXXX AND EASEMENTS OVER LOT 1 6, 8, & 9 DP. XXXX & LOT 10 DP. XXXX</p>	<p>Lengths are in metres Production Ratio 250</p>
-------------------------	-------------------------------	---	--	---	---	---	---	---	---



- (A) EASEMENT FOR ACCESS & SERVICES VARIABLE WIDTH
- (B) EASEMENT FOR ACCESS SUPPORT & SERVICES 10' WIDE
- (C) EASEMENT FOR DRAIN WATER & WIDE
- (D) EASEMENT FOR OVERHANG 0.5' WIDE
- (E) EASEMENT FOR ACCESS SUPPORT & SERVICES 10' WIDE
- (F) RESTRICTION ON USE
- (G) EASEMENT FOR ACCESS & STORAGE
- (H) MAINTENANCE PURPOSES VARIABLE WIDTH

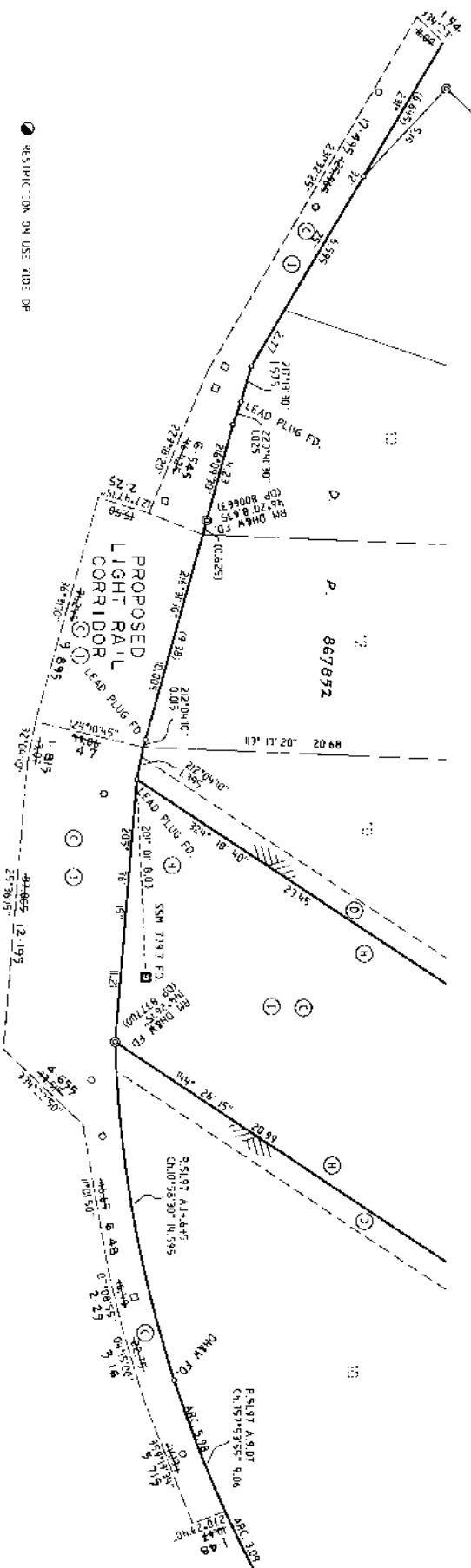
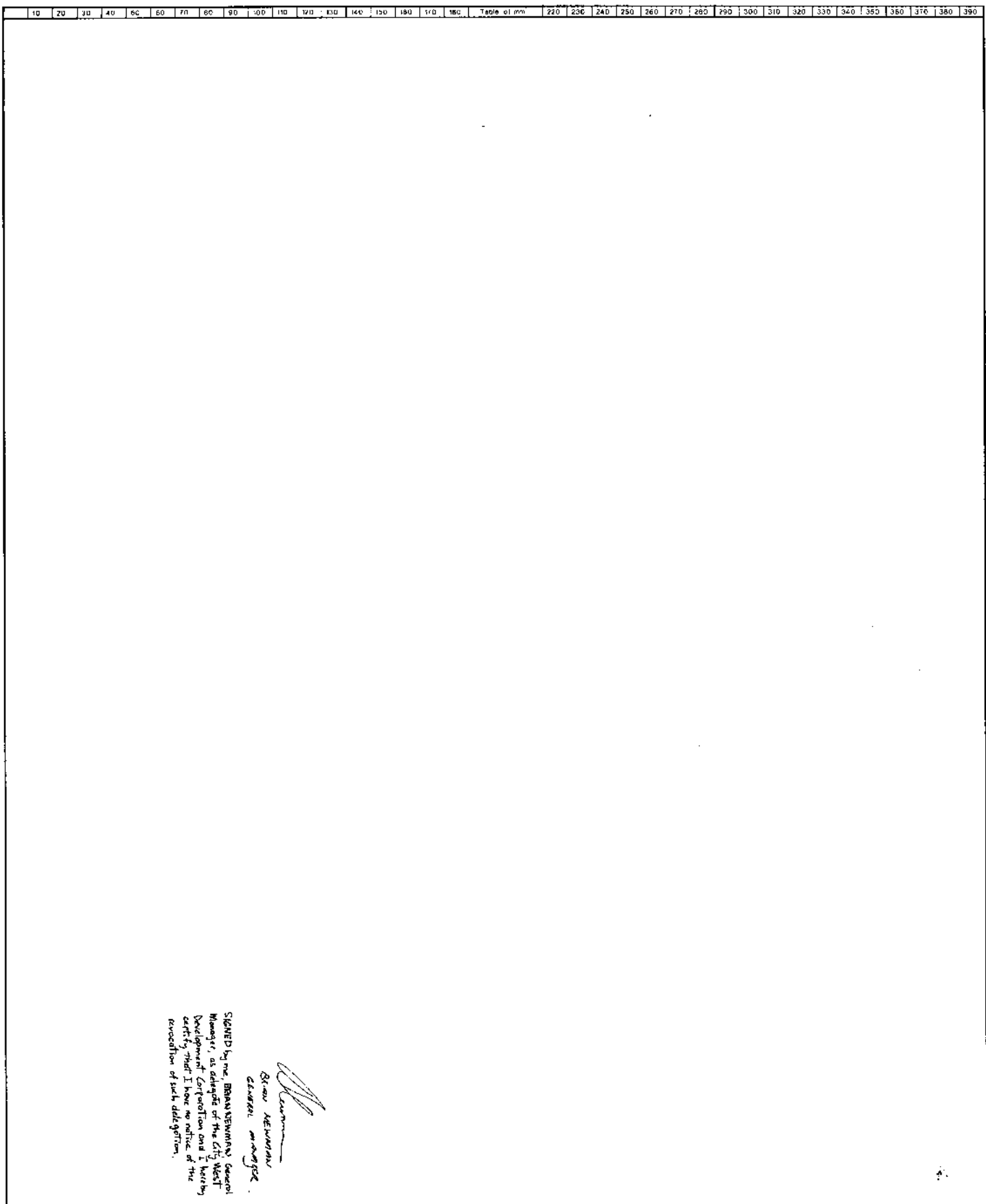


DIAGRAM 3
NC- TO SCALE

Plan Drawing only to appear in this space



SIGNED by me, BRAD NEWMAN, General Manager, as delegate of the City West Development Corporation and I hereby certify that I have no notice of the revocation of such delegation.

Brad Newman
General Manager

DP 867855

Registered 22.05.1997

This is plan 4 of my lot in 4 acres dated 31/2/97 21/1/97

Signature *[Signature]*
Director General NSW LRS

This is sheet 4 of the set of plans covered by my certificate 867855

Owner's Name/Address: 2001

L.G.A.: SYDNEY CITY

Locality: SYDNEY

Parish: ST. LAWRENCE

County: CUMBERLAND

For use where space is insufficient in the plan or plan Form 2



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 1 of 26 Sheets)

Lengths are in metres

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP ~~867854~~ and Easements
over Lots 1, 6, 8 and 9 in DP ~~867854~~ and
Lot 10 in DP ~~867854~~ 52.

PART 1

**Full name and address of
proprietor of the land**

City West Development Corporation of
137 Pyrmont Road, Pyrmont and Casino
Control Authority of 309 Kent Street,
Sydney

1. **Identity of
easement firstly
referred to**

Easement to Drain Water 3.5 wide

Schedule of Lots, etc. affected

Lot Burdened

Lot Benefited

Lot 200

Lot 121 in Deposited Plan 828957 ,

2. **Identity of easement secondly
referred to**

Easement to Drain Sewage 3.5 wide

Schedule of Lots, etc. affected

Lot Burdened

Lot Benefited

Lot 200

Lot 121 in Deposited Plan 828957 .

3. **Identity of
easement thirdly
referred to**

Easement for Access and Services variable
width

(Sheet 2 of 26 Sheets)

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP **D. P. 867852**

Schedule of Lots, etc. affected

Lots Burdened

Lots 200 & 201 and
Lot 1 in Deposited
Plan

Lots Benefited

Lot 10 in Deposited Plan **867852**
Lot 50 in Deposited Plan ~~837953~~ **867853**
Lots 6, 8 and 9 in Deposited Plan **867854**

4. **Identity of
easement fourthly
referred to**

Easement for Access Support and Services
1 wide

Schedule of Lots, etc. affected

Lot Burdened

Lot 9 in Deposited
Plan and
Lot 10 in Deposited
Plan **867852**

Lot Benefited

Lot 201

5. **Identity of
easement fifthly
referred to**

Easement to Drain Water 2 wide

Schedule of Lots, etc. affected

Lots Burdened

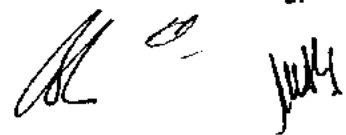
Lot 201
and Lot 1 in
Deposited Plan

Lots Benefited

Lots 6, 8 and 9 in Deposited Plan **867854**

6. **Identity of
easement sixthly
referred to**

Easement for Overhang 0.5 wide



(Sheet 3 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP ~~837953~~ and Easements over Lots 1, 6, 8 and 9 in DP ~~837953~~ and Lot 10 in DP ~~837953~~

Lots Burdened

Lot 201 and Lot 1 in Deposited Plan ~~837953~~

Lot Benefited

Lot 50 in Deposited Plan ~~837953~~ ⁸⁶⁷⁸⁵³

7. **Identity of easement seventhly referred to**

Easement for Access Support and Services 1 wide

Schedule of Lots, etc. affected

Lots Burdened

Lots 6 and 8 in Deposited Plan ~~837953~~

Lots Benefited

Lot 201 and Lot 1 in Deposited Plan ~~837953~~ ⁸⁶⁷⁸⁵⁴

8. **Identity of restriction on use eighthly referred to**

Restriction on Use

Schedule of Lots, etc. affected

Lots Burdened

Lot 201 and Lot 1 in Deposited Plan ~~837953~~

Authority Benefited

Sydney Water Corporation Limited
ACN 063 279 649

9. **Identity of easement ninthly referred to**

Easement for Access and Stormwater Maintenance purposes variable width

Schedule of Lots, etc. affected




Lots Burdened

Authority Benefited

SYD6/724/272312.1

ϕ = D.P. 867854

3.

(Sheet 4 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

Lots 200 and 201 and
Lot 1 in Deposited Plan

Sydney Water Corporation Limited
ACN 063 279 649

10. **Identity of covenant tenthly referred to**

Public Positive Covenant

Schedule of Lots, etc. affected

Lots Burdened

Authority Benefited

Lot 200

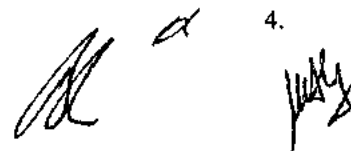
Sydney Water Corporation Limited
ACN 063 279 649

PART 2

1. **Terms of easement firstly referred to in the abovementioned plan:**

The registered proprietor of the lot burdened ("Grantor") grants full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment ("Grantee"), its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through that part of the lot burdened which is identified on the abovementioned plan by the letter "A" ("Easement One Area") together with the right to use, for the purposes of the easement, any line of pipes already laid within the Easement One Area for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor beneath the surface of the Easement One Area and together with the right for the Grantee and Agents with any tools, implements, or machinery, necessary for the purpose, to enter upon the Easement One Area via such pipes and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof,

PROVIDED THAT:



(Sheet 5 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

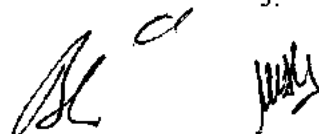
- (a) the Grantee and Agents shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened;
- (b) the Grantor shall encase any line of pipes already laid within the Easement One Area in concrete; and
- (c) should the Grantee or Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as reasonably practicable.

2. Terms of easement secondly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor") grants full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment ("Grantee") its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through that part of the lot burdened which is identified on the abovementioned plan by the letter "B" ("Easement Two Area"), together with the right to use, for the purposes of the easement, any line of pipes already laid within the Easement Two Area for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefor and together with the right for the Grantee and Agents, with any tools, implements or machinery, necessary for the purpose, to enter upon the Easement Two Area via such pipes and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof,

PROVIDED THAT:

- (a) the Grantee and Agents shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened;



(Sheet 6 of 26 Sheets)

DP 867855

Plan: DP 867855


Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (b) the Grantor shall encase any line of pipes already laid within the Easement Two Area in concrete; and
- (c) should the Grantee or Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as reasonably practicable.

3. Terms of easement thirdly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor"):

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is identified on the abovementioned plan by the letter "C" ("Easement Three Area") to the registered proprietor of the lot benefited ("Grantee"):
 - (i) the full and free right for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to use, operate, examine, alter, renew, cleanse, repair and maintain the bridge structure erected within the lot benefited or any part thereof ("Jones Bay Road Bridge") or through, under and across the Easement Three Area;
 - (ii) the full and free right for the Grantee and Agents for any of the purposes set out above and incidental thereto to enter go, return, pass and repass with or without vehicles upon along or over the Easement Three Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary provided that, except in emergencies, the Grantee shall give to the Grantor reasonable notice in writing prior to exercising its rights hereunder;



(Sheet 7 of 26 Sheets)

DP 867855

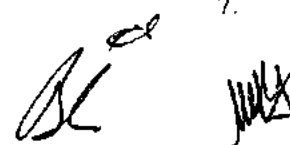
Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (iii) the full and free right for the Grantee and Agents for any of the purposes set out in the easements fourthly, fifthly, sixthly and seventhly referred to or incidental thereto to enter, go, return, pass and re-pass with or without vehicles upon, along or over Lot 201 in the abovementioned plan and Lot 1 in Deposited Plan and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary for the Grantee to exercise its rights pursuant to the easements fourthly, fifthly, sixthly and seventhly referred to, provided that, except in the case of emergency, the Grantee shall give to the Grantor not less than fourteen (14) days' notice in writing prior to exercising its rights hereunder;
- (iv) the full and free right for the Grantee and Agents for the purposes of providing foundation and support structures to Lots 6, 8 and 9 in Deposited Plan and incidental thereto to enter go, return, pass and repass with or without vehicles upon along or over the Easement Three Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary (provided that this easement shall not be construed so as to permit the Grantee to allow foundation and support structures to be erected and remain within the Easement Three Area);

PROVIDED THAT:

- (v) the Grantee acknowledges that the Grantor is entitled to, itself or to lease, license or otherwise permit others to operate a light rail transport system ("Light Rail System") and to own the Light Rail System airspace corridor within the lot burdened, within and through the Easement Three Area and any rights granted by this easement are subject to the operation of the Light Rail System;
- (vi) in exercising its rights pursuant to this easement, the Grantee and Agents shall not interfere with the efficient, safe and cost



(Sheet 8 of 26 Sheets)

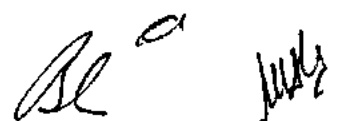
DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

effective construction, installation, commissioning, maintenance and operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;

- (vii) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or, where this is not possible, to such lesser standard as shall be approved by the Grantor (such approval not to be unreasonably withheld);
- (viii) the Grantee shall not do or cause to be done anything on the Easement Three Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (ix) the Grantee shall not impede access to others or traffic flow within the Easement Three Area and shall ensure that any vehicles brought onto the Easement Three Area are not left stationary so as to impede such access or traffic flow;
- (x) in regard to that part of the Easement Three Area marked "Proposed Light Rail Corridor" on the abovementioned plan, the Grantee indemnifies and keeps indemnified the Grantor against all actions suits claims and damages of whatsoever nature which may be brought against the Grantor and all costs charges and expenses which the Grantor may incur as a result of the exercise



(Sheet 9 of 26 Sheets)

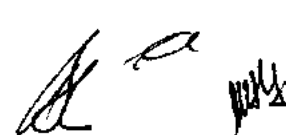
Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

or purported exercise of the Grantee's rights pursuant to this easement by the Grantee and Agents and in support of such indemnity, the Grantee shall procure the effecting of and keeping current of a public liability insurance policy which is applicable to that part of the Easement Three Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any single one accident or event and which is with a reputable insurance company;

- (xi) in regard to all parts of the Easement Three Area other than that marked "Proposed Light Rail Corridor" and subject to compliance by the Grantor with its obligations pursuant to paragraph (c) of this easement, the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and damages of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee, its officers, agents, employees, workmen or contractors or by the existence of any equipment or vehicles of the Grantee its officers, agent employees, workmen or contractors on the Easement Three Area to the extent that such damages, costs and expenses are not recoverable from the proceeds of insurance referred to in paragraph (c) of this easement; and
 - (xii) the Grantee acknowledges that its rights to use the Easement Three Area pursuant hereto are in conjunction with the rights of Sydney Water Corporation Limited to also use the Easement Three Area in accordance with its rights pursuant to the easement ninthly referred to in the abovementioned plan and the Grantee will liaise and co-operate with the Sydney Water Corporation Limited in the exercise of its rights hereunder;
- (b) agrees that no building structure or other improvement shall be constructed upon or under the Easement Three Area so as to prevent the Grantee from exercising its rights in accordance with this easement but the Grantee



(Sheet 10 of 26 Sheets)

DP 887855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

acknowledges that the laying of concrete slabs, acoustic insulation, signalling, track work, catenary, catenary poles and catenary wires, electricity supply and communication equipment and other installations, improvements and structures necessary for the construction, commissioning, maintenance, repair and/or operation of the Light Rail System by the Grantor shall not prevent the Grantee from exercising such rights,

- (c) shall, at its own cost and in regard to all parts of the Easement Three Area other than that marked "Proposed Light Rail Corridor", procure the effecting of and keeping current of a public liability insurance policy which is applicable to that part of the Easement Three Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any single one accident or event and which is with a reputable insurance company

4. Terms of easement fourthly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor"):

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is marked "D" on the abovementioned plan ("Easement Four Area") to the registered proprietor of lot benefited ("Grantee"):
- (i) the full and free right, for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to construct, install, place, use, operate, examine, re-lay, alter, renew, cleanse, repair, maintain and remove lights, cables, conduits, signage and other apparatus (collectively referred to as the "Equipment") for the purpose of providing illumination signage and services to the lot benefited under the Easement Four Area;
- (ii) the right of support at all times of the Equipment as may for the time being or hereafter be within or upon the improvements erected in the Easement Four Area; and



(Sheet 11 of 26 Sheets)

DP 867855

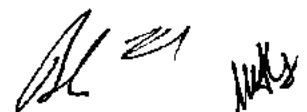
Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (iii) the full and free right for the Grantee and Agents for any of the purposes set out above or incidental thereto to enter, go, return, pass and re-pass without vehicles upon, along or over the Easement Four Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary,

PROVIDED THAT:

- (iv) should the Grantee or Agents in exercise of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
 - (v) the Grantee shall not do or cause to be done anything on the lot burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits or permissions issued thereunder of which the Grantee is aware; and
 - (vi) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and demands of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights in accordance with the terms of this easement by the Grantee and Agents or by the existence of the Equipment under the Easement Four Area;
- (b) relies on the agreement of the Grantee that it shall, at its cost, maintain and keep in good order and repair the Easement Four Area and shall procure



(Sheet 12 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

the effecting and keeping current of a public liability insurance policy which is applicable to the Easement Four Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company.

5. Terms of easement fifthly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor") grants full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment ("Grantee"), its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") in common with the proprietor of the lot burdened from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through that part of the lot burdened which is identified on the abovementioned plan by the letter "E" ("Easement Five Area") together with the right to use, for the purposes of the easement, any line of pipes already laid within the Easement Five Area for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor beneath the surface of the Easement Five Area and together with the right for the Grantee and Agents, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Easement Five Area and to remain there for any reasonable time for the purpose of laying, altering, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof,

PROVIDED THAT:

- (a) the Grantee and Agents shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened;
- (b) subject to paragraph (c) of this easement, the Grantor shall carry out all ongoing repair and maintenance of such pipeline or any part thereof at its own cost;
- (c) should the Grantee or Agents in exercise of any of the rights set out in this



(Sheet 13 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

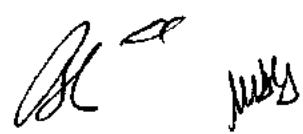
easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;

- (d) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and demands of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise of the Grantee's rights in accordance with the terms of this easement by the Grantee and Agents or by the existence of the Equipment under the Easement Five Area; and
- (e) the Grantee or Agents shall not impede access to others or traffic flow within the Easement Five Area and shall ensure that any vehicles brought onto the Easement Five Area are not left stationary so as to impede such access or traffic flow.
- (f) except in emergencies, the Grantee or Agents shall give to the Grantor reasonable notice in writing prior to exercising its rights hereunder

6. Terms of easement sixthly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor"):

- (a) grants to the registered proprietor of the lot benefited ("Grantee") the right to use that part of the lot burdened which is identified on the abovementioned plan by the letter "F" ("Easement Six Area"):
 - (i) to enable the overhang of the railing erected on the retaining wall on the lot benefited, and any structure in repair or replacement thereof ("Retaining Wall"), onto the Easement Six Area to subsist and be maintained on the Easement Six Area for so long as the Retaining Wall continues to exist; and



(Sheet 14 of 26 Sheets)

DP 867855

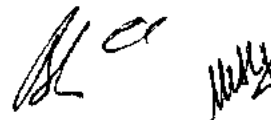
Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

- (ii) the full and free right, for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to construct, place, use, operate, examine, alter, renew, cleanse, repair, maintain and remove any part of the railing of the Retaining Wall which overhangs the Easement Six Area ("Overhang") provided that, except in the case of emergency, the Grantee shall give to the Grantor not less than fourteen (14) days' notice in writing prior to exercising its right hereunder;

PROVIDED THAT:

- (iii) should the Grantee or Agents in exercise of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
- (iv) the Grantee shall not do or cause to be done anything on the lot burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits or permissions issued thereunder of which the Grantee is aware; and
- (v) subject to compliance by the Grantor with its obligations pursuant to paragraph (b) of this easement, the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and damages of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee, its officers, agents, employees, workmen or contractors



(Sheet 15 of 26 Sheets)

DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

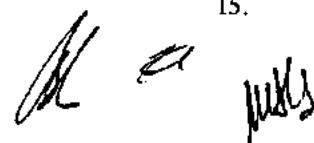
or by the existence of any equipment or vehicles of the Grantee its officers, agent employees, workmen or contractors on the Easement Six Area to the extent that such damages, costs and expenses are not recoverable from the proceeds of insurance referred to in paragraph (b) of this easement;

- (b) shall, at its cost, maintain and keep in good order and repair the Easement Six Area and shall procure the effecting and keeping current of a public liability insurance policy which is applicable to the Easement Six Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company.

7. Terms of easement seventhly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor"):

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is identified on the abovementioned plan by the letter "G" ("Easement Seven Area") to the registered proprietor of lot benefited ("Grantee"):
- (i) the full and free right, for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to construct, install, place, use, operate, examine, re-lay, alter, renew, cleanse, repair, maintain and remove lights, cables, conduits, signage and other apparatus (collectively referred to as the "Equipment") on the vertical face of the Easement Seven Area for the purpose of providing illumination signage and services to the lot benefited within or upon the Easement Seven Area; and
- (ii) the right of support at all times of the Equipment as may for the time being or hereafter be within or upon the improvements erected in the Easement Seven Area,



(Sheet 16 of 26 Sheets)

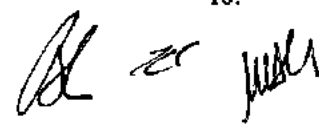
DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

PROVIDED THAT:

- (iii) the Grantee acknowledges that the Grantor has the right to redevelop the Easement Seven Area in any way it sees fit and in such event, the Grantee will remove any Equipment at its expense and reinstate the Equipment following completion of such redevelopment, on such improvements as then exist, provided that such reinstatement will be at the cost of the Grantee;
 - (iv) should the Grantee and Agents in exercise of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
 - (v) the Grantee shall not do or cause to be done anything on the lot burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits or permissions issued thereunder of which the Grantee is aware; and
 - (vi) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and demands of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights in accordance with the terms of this easement by the Grantee and Agents or by the existence of the Equipment upon the Easement Seven Area; and
- (b) relies on the agreement of the Grantee that the Grantee shall, at its cost,



(Sheet 17 of 26 Sheets)

Plan: DP 867855

DP 867855

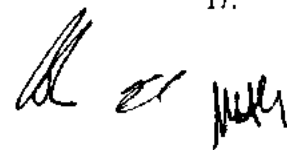
Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

maintain and keep in good order and repair the Easement Seven Area (provided that the Grantee shall not be obliged to effect structural repairs not made necessary as a result of the act of the Grantee) and shall procure the effecting and keeping current of a public liability insurance policy which is applicable to the Easement Seven Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company.

8. Terms of restriction on use eighthly referred to in the abovementioned plan:

To preserve the structural integrity of lots 3 and 5 in Deposited Plan ("the Lots") and of any of the Corporation's works from time to time contained therein (the Works"), the Proprietor of the Lot Burdened:

- (a) shall not without the prior written consent of the Corporation (which shall not be unreasonably withheld provided that it does not compromise the structural integrity of the Lots or of any of the Works, or the Corporation's ability to maintain and operate the Works), and submission to the Corporation of a geotechnical report compiled by a suitably qualified geotechnical engineer and subject to compliance with such conditions as the Corporation may reasonably impose:
 - (i) erect, construct, or place any building, structure or retaining wall on the lots burdened by this restriction on use which are identified on the abovementioned plan by the letter "H"; or
 - (ii) carry out any excavation, or alteration of the surface levels or floor levels of the lots burdened by this restriction on use;
- (b) covenants and agrees that in the event of any inconsistency between these terms and the terms of any other registered interest ("the other terms") then these terms shall prevail and have priority over and against the other terms;
- (c) covenants and agrees that for the purposes of this restriction on use unless



(Sheet 18 of 26 Sheets)

Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

a contrary intention appears:

- (i) **"Proprietor of the Lot Burdened"** means and includes each and every one of those proprietors and their executors, administrators, successors and assigns, as the case may be, and where not repugnant to the context, their servants, agents, and contractors, and every person, (including a corporation), who is at any time entitled to an estate or interest in possession (including holding over under a lease), in any lot burdened by this restriction on use;
- (ii) where a proprietor of a lot burdened consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iii) **"Corporation"** means and includes Sydney Water Corporation Limited ACN 063 279 649, its administrators, successors and assigns, and where not repugnant to the context, includes the servants, agents, and contractors of Sydney Water Corporation Limited;
- (iv) **"terms"** means the terms of this restriction on use; and
- (v) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender.

9. Terms of easement ninthly referred to in the abovementioned plan:

The Proprietor of the Lot Burdened:

- (a) grants full and free right for the Corporation and every person authorised by it from time to time and at all times for the purpose of facilitating the operation, maintenance and desilting of the Corporation's Works:

(Sheet 19 of 26 Sheets)

Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (i) to enter, go, return, pass and repass over and upon that part of the lots burdened which is identified on the abovementioned plan by the letter "I" including over and upon any railway line, line of tracks, or other installation or structure used for the carriage or passage of light rail vehicles ("Easement Nine Area"), with or without vehicles to transport its personnel and any equipment, implements, tools and machinery ("Equipment");
 - (ii) to remain upon and within the Easement Nine Area with the Equipment to operate and use the Equipment to lay, maintain, repair and replace temporary pipe works and carry out any other activities or work related to any of the purposes referred to in this easement;
- (b) except to the extent that they are inconsistent with the Corporation's rights and obligations pursuant to this easement covenants and agrees that in exercising its rights pursuant to this easement, the Corporation is entitled to generally exercise and perform in and upon the Easement Nine Area any of the rights, powers and authorities conferred on or vested in the Corporation under and by virtue of the provisions of the Water Board (Corporatisation) Act 1994 as amended.

PROVIDED THAT:

- (i) the Corporation acknowledges that each of the Proprietor of the Lot Burdened is entitled to, itself or to lease, licence or otherwise permit others to operate a light rail transport system ("Light Rail System") and to own the Light Rail System airspace corridor within the Lot Burdened, within and through the Easement Nine Area and any rights granted by this easement are subject to the operation of the Light Rail System;
- (ii) in exercising its rights pursuant to this easement and subject to the arrangements for access and maintenance by the Corporation from time to time in place between the Corporation and the operator of the Light Rail System, the Corporation shall not

(Sheet 20 of 26 Sheets)

Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

interfere with the efficient, safe and effective construction, installation, commissioning, maintenance, operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;

- (iii) the Corporation shall not do or cause to be done anything on the Easement Nine Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices or any licences, approvals, consents, permits and permissions issued thereunder of which the Corporation is aware;
- (iv) subject to the arrangements for access and maintenance by the Corporation from time to time in place between the Corporation and the operators of the Light Rail System and the Proprietor of the Lot Burdened, the Corporation shall not impede access to others or traffic flow (including Light Rail System operations) within the Easement Nine Area and shall ensure that any vehicles brought onto the Easement Nine Area are not left stationary so as to impede such access or traffic flow;
- (v) the Corporation indemnifies and keeps indemnified each of the Proprietor of the Lot Burdened against all actions, suits, claims and damages of whatsoever nature which may be brought against any of the Proprietor of the Lot Burdened and all costs, charges and expenses which any of them may incur as a result of any negligent act or omission of the Corporation;
- (vi) the Corporation covenants that it shall in circumstances where paragraph (v) does not apply as soon as reasonably practicable after any damage is occasioned to the Easement Nine Area or any improvements thereon by the Corporation in exercise of any of its rights set out in this easement make good and rectify all



(Sheet 21 of 26 Sheets)

Plan: DP867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

such damage caused to the Easement Nine Area or any improvements thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or, where that is not possible, to such lesser standard as shall be approved by the Proprietor of the Lot Burdened (such approval not to be unreasonably withheld);

- (vii) it is acknowledged that the Proprietor of the Lot Burdened might have rights under Section 41 of the Water Board (Corporatisation) Act 1994 as amended to claim compensation in respect of damage caused by the operations of the Corporation but any such rights are separate to and do not affect the obligations of the Corporation contained in paragraph (a)(vi) above except that the Proprietor of the Lot Burdened shall not be entitled, in respect of the same damage, to be compensated both under these terms and under the Water Board (Corporatisation) Act 1994 as amended. If the Corporation fails within a reasonable time to do any work or rectify any damage required to be done or rectified by the Corporation under this easement, the Proprietor of the Lot Burdened may carry out such work or rectification at the Corporation's cost;
 - (viii) the Corporation acknowledges that its rights to use the Easement Nine Area pursuant hereto are not exclusive but are granted in conjunction with the rights of the registered proprietor of the lot benefited by the easement thirdly referred to in the abovementioned plan and to also use the Easement Nine Area in accordance with its rights pursuant to that easement and the Corporation will liaise and co-operate with such registered proprietor in the exercise of its rights hereunder.
- (c) covenants and agrees with the Corporation that for the purposes of this easement unless a contrary intention appears:
- (i) "Proprietor of the Lot Burdened" means and includes each and

(Sheet 22 of 26 Sheets)

Plan: DP867855

DP 867855
Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

every one of those proprietors and their executors, administrators, successors and assigns, as the case may be and any lessee, licensee, or any other party from time to time entitled to or responsible for the operation of the Light Rail System, and where not repugnant to the context, their servants, agents, and contractors, and every person, (including a corporation), who is at any time entitled to an estate or interest in possession, (including holding over under a lease), in any lot burdened by this easement;

- (ii) where a Proprietor of the Lot Burdened by this easement consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iii) "Corporation" means and includes Sydney Water Corporation Limited ACN 063 279 649, its administrators, successors and assigns and, where not repugnant to the context, includes the servants, agents, and contractors of Sydney Water Corporation Limited;
- (iv) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender; and
- (v) "Corporation's Works" means and includes the Corporation's access shafts, stairs, landings, and hatches within Lot 105 in Deposited Plan 837700 and the sub-surface stormwater conduits and tunnels accessed thereby and extending beyond Lot 105 in Deposited Plan 837700.

10. Terms of public positive covenant tenthly referred to in the abovementioned plan

- (a) The Proprietor of the Lot Burdened by this covenant and each and every one of them, hereby covenant with the Corporation pursuant to section 88E of the Conveyancing Act 1919 that they and each of them shall and do hereby release and indemnify the Corporation from and against all claims

(Sheet 23 of 26 Sheets)

DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

and demands of every kind and from all legal liability in respect of any damage, (including environmental damage) to, destruction of or loss to property real or personal, or financial loss, of any persons and/or death disease or injury to any person arising out of or resulting from the defective state or condition of any mains, pipes, conduits or works constructed by or on behalf of the Proprietor of the Lot Burdened within the Jones Bay Saltwater Conduit, ("Proprietor's Works"), or the failure of seals upon along or within the Proprietor's Works, to prevent leakage, escape, flow or spillage of Water from or into the Jones Bay Saltwater Conduit and/or from or into the Proprietor's Works and in such case the Proprietor of the Lot Burdened covenant and agree that the Corporation shall have no responsibility or liability whatsoever for any destruction of, loss or damage (including environmental damage) to, any property real or personal, or financial loss, of any persons or for any death, disease or injury to any person in relation to any such matters except for any destruction, loss, injury or damage caused by any negligent act or omission of the Corporation;

- (b) The Corporation undertakes that in the event that the lots burdened by this positive covenant are subdivided in the future and the State Rail Authority of New South Wales, the New South Wales Department of Transport, or any other statutory body controlling light rail systems in New South Wales become the registered proprietor of any of the new lots for the purpose of operating a light rail transport system ("the Lots"), then the Corporation shall release this positive covenant in so far as it affects the Lots promptly on registration of the plan creating the above subdivision;
- (c) For the purposes of this positive covenant unless a contrary intention appears:
 - (i) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender;
 - (ii) "Proprietor of the Lot Burdened" means and includes each and every one of those proprietors and their executors, administrators, successors and assigns, as the case may be, and

(Sheet 24 of 26 Sheets)

DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

where not repugnant to the context, their servants, agents and contractors and every person (including a corporation), who is at any time entitled to an estate or interest in possession (including holding over under a lease) in any lot burdened by this covenant;

- (iii) where a proprietor of a lot burdened by this covenant consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iv) "**Corporation**" means and includes Sydney Water Corporation Limited, ACN 063 279 649, its administrators, successors and assigns and, where not repugnant to the context, includes the servants, agents and contractors of Sydney Water Corporation Limited;
- (v) "**Jones Bay Saltwater Conduit**" means all or any of the works to be used for stormwater drainage purposes shown as "Saltwater Conduit" on drawing No. 9401965 W1 including the "Existing Tunnel", "Outlet Chamber" and "Existing Drop Shaft Structure" and more particularly described in plan Job No. 3647 Drg Nos. C1 - C7, all held in the offices of the Corporation;
- (vi) "**terms**" means the terms of this public positive covenant;
- (vii) "**seals**" means and includes any form of sealing, insulating, segregating, isolating and any process and/or construction intended to prevent the leakage, passage, escape, flow, seepage, spillage or transmission of Water; and
- (viii) "**Water**" means, for the purposes of these terms, water of every form and type including any matter, particles, substances (including colouring and gases) and any other thing contained in or carried by that water.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON USE AND PUBLIC POSITIVE COVENANT EIGHTHLY AND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

(Sheet 25 of 26 Sheets)

DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

Sydney Water Corporation Limited ACN 063 279 649

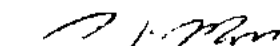
SIGNED for and on behalf of CITY)
WEST DEVELOPMENT)
CORPORATION under delegated)
authority and without assuming personal)
liability and I hereby certify that I have no)
notice of the revocation of such delegation:)



(Signature of delegate)

B. NEWMAN

(Name of delegate in full)



(Signature of Witness)

Philip C. Moss

(Name of Witness in Full)

THE OFFICIAL SEAL of)
CASINO CONTROL AUTHORITY was)
affixed hereto in the presence of:)





(Signature of Chief Executive)

LINDSAY GRAHAM LE COMPTE

(Name of Chief Executive in Full)

(Signature of Witness)

(Name of Witness in Full)

(Sheet 26 of 26 Sheets)

DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

THE COMMON SEAL of
SYDNEY HARBOUR CASINO
PROPERTIES PTY. LIMITED was
affixed by the authority of the Board of
Directors in the presence of:



[Signature]
(Signature of Secretary/Director)

[Signature]
(Signature of Director)

STEVEN ALPERSTEIN
(Name of Secretary/Director in Full)

NEIL GAMBLE
(Name of Director in Full)

SIGNED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA:

SIGNED BY DAVID NEIL MAYNARD
as attorney for Commonwealth
Bank of Australia under
power of attorney dated 17
March 1994 registered book
4050 no. 804 in the
presence of:

[Signature]

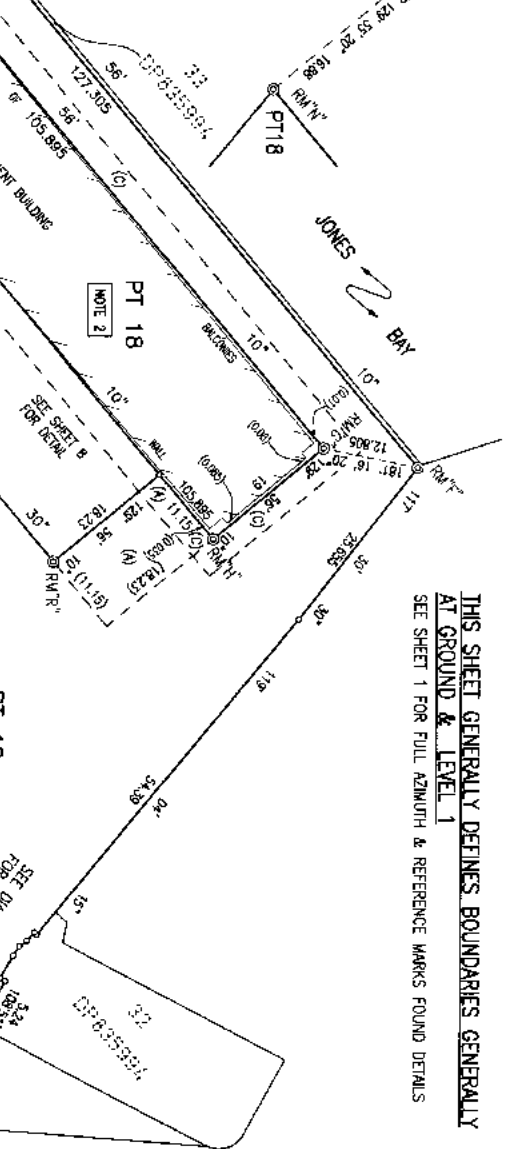
[Signature]

JAMES VIKSHILL

48 MARTIN PLACE SYDNEY

BANK OFFICER

◆ DETAILS USE ONLY



STRUTUM NOTES:

NOTE 1 P1 LOT 19 IS UNLIMITED IN HEIGHT & DEPTH

NOTE 2 P1 LOT UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL.6.2

NOTE 4 P1 LOT 19 IS LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL.6.2 & IS LIMITED IN DEPTH BY LOT 18 TO THE UPPER SURFACES OF THE CONCRETE STRUCTURE FORMING THE BASE OF THE ROAD, PLANTERS & STORMWATER PITS, AS FULLY DEFINED ON SHEETS 4, 5, 6, 7 & 8.

(N) PROPOSED EASEMENT FOR ACCESS - LIMITED IN HEIGHT

1000 JOURNAL OF CLIMATE

(2) EASEMENT FOR ACCESS & DRAINAGE PURPOSES VARIABLE WIDTH (2') LIMITED IN STRUTUM TO THE LIMITS OF PLOT 18 AS DEFINED IN NOTES 24A.


(3) EASEMENT FOR SERVICES VARIABLE WIDTH (3') LIMITED IN STRUTUM.

(4) EASEMENT FOR ACCESS & MAINTENANCE 3.5 WIDE & VAR. (5) LIMITED TO THE STRUTUM TO THE LIMITS OF LOT 18, AS DEFINED IN NOTES 24A.

NOTE: ALL OF EASEMENT (5) AS SHOWN ON THIS SHEET IS 3.5 WIDE.

(6) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (7) LIMITED IN STRUTUM EXCEPT WHERE LIMITED IN THE LOWER LIMITS OF PLOT 18 AS DEFINED IN NOTE 4.

DP1072418

Registered:  10 11 2007

This is sheet 3 of my plan in 9 sheets
entitled 9/09/04.

Tony Mundy

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 9 sheets
covered by subdivision certificate No. 67
of 20/04/

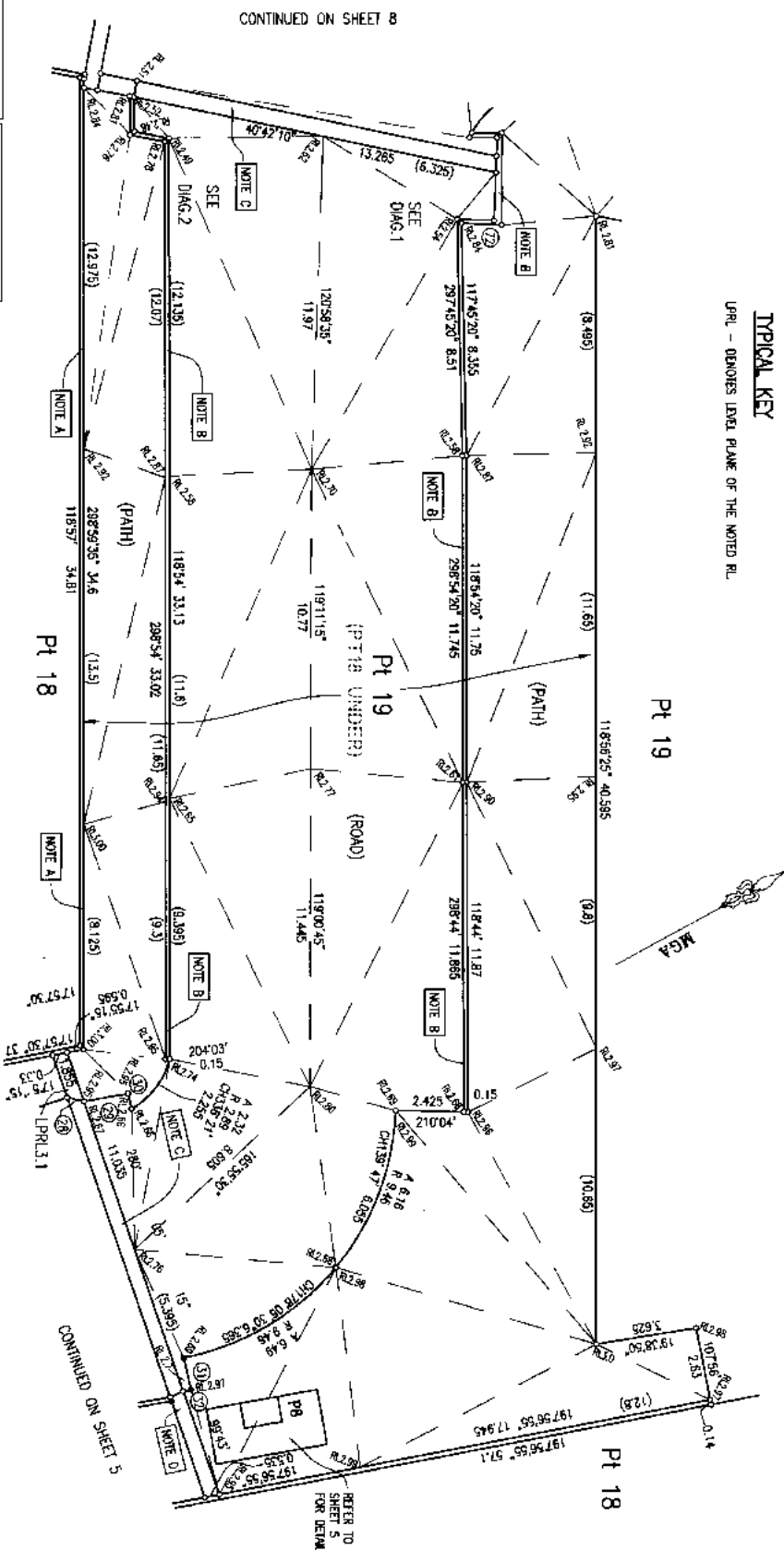
Municipalities (Planning) (General Management) (Provisions)
for use where space is insufficient in any panel on
Planning Form 2.

- NOTE A - DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE HOBB GENERALLY 0.06 METRES ABOVE THE LEVELS OF THE ADJACENT PATH.
 NOTE B - DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE HOBB GENERALLY 0.22 METRES ABOVE THE LEVELS OF THE ADJACENT ROAD.
 NOTE C - DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE HOBB GENERALLY 0.18 METRES ABOVE THE LEVELS OF THE ADJACENT ROAD.
 NOTE D - DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE HOBB GENERALLY 0.15 METRES ABOVE THE LEVELS OF THE ADJACENT PATH.

PT LOT 18 IS LIMITED IN DEPTH TO THE UPPER SURFACES OF THE CONCRETE STRUCTURE FORMING THE BASE OF THE ROADS, PATH, PLANTERS, STORMWATER PITS & CONCRETE PISSES. THE UPPER SURFACES OF THE CONCRETE STRUCTURE IS DERIVED BY THE NOTED LEVEL PLANS (L1) & BY THE REGULAR SLOPING PLANS FORMED BY THE DIMENSIONED TRIANGLES. THE RL'S AT EACH CORNER OF THE DIMENSIONED TRIANGLES ARE NOTED ON THE PLAN. REFER TO NOTES A, B, C & D FOR CONCRETE HOBB DETAILS.

TYPICAL KEY

UPRL - DENOTES LEVEL PLANE OF THE NOTED RL

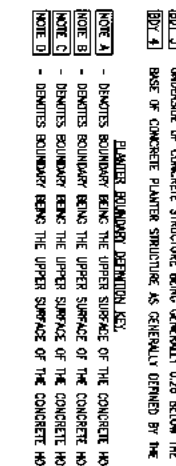


SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES		
Line	Beginning	Distance	Line	Beginning	Distance
28	42.22	0.03	75	307.11	0.98
29	18.07	1.615	76	307.11	0.07
30	105.42	0.565	77	308.37	0.894
31	108.78	1.18	78	308.37	0.19
32	198.37	0.28	79	308.37	0.335
33	283.37	1.08	80	118.11	0.15
34	118.03	3.505	81	308.43	0.48
35	211.11	1.45	82	308.43	1.18
36	311.1	1.385	83	308.43	0.155
37	307.11	1.73	84	118.22	1.24
			85	308.58	1.27
			86	218.98	1.27
			87	208.22	1.39
			88	310.13	0.585

DIAGRAM 1

DIAGRAM 2

BOX 2 TOP OF CONCRETE STRUCTURE AS DEFINED BY REGULAR SLABING PLANS



BOX 1	TOP OF CONCRETE STRUCTURE, AS DEFINED BY REGULAR SLOPING PLAINES
BOX 2	TOP OF CONCRETE STRUCTURE, AS DEFINED BY REGULAR SLOPING PLAINES
BOX 3	UNDERSIDE OF CONCRETE STRUCTURE BEING GENERALLY 0.28 BELOW THE REGULAR SLOPING PLAINES
BOX 4	BASE OF CONCRETE PLANTER STRUCTURE, AS GENERALLY DEFINED BY THE RL AT THE NOTED LEVEL PLANE (PURL).

PLANTER BOUNDARY DEFINITION KEY:

NOTE A	- DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE, HAS GENERALLY 0.05 METRES ABOVE THE LEVELS OF THE ADJACENT PATH.
NOTE B	- DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE, HAS GENERALLY 0.22 METRES ABOVE THE LEVELS OF THE ADJACENT ROAD.
NOTE C	- DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE, HAS GENERALLY 0.15 METRES ABOVE THE LEVELS OF THE ADJACENT ROAD.
NOTE D	- DENOTES BOUNDARY BEING THE UPPER SURFACE OF THE CONCRETE, HAS GENERALLY 0.15 METRES ABOVE THE LEVELS OF THE ADJACENT PATH.

LPRL - DEMOTES LEVEL PLANE OF THE NOTED PL

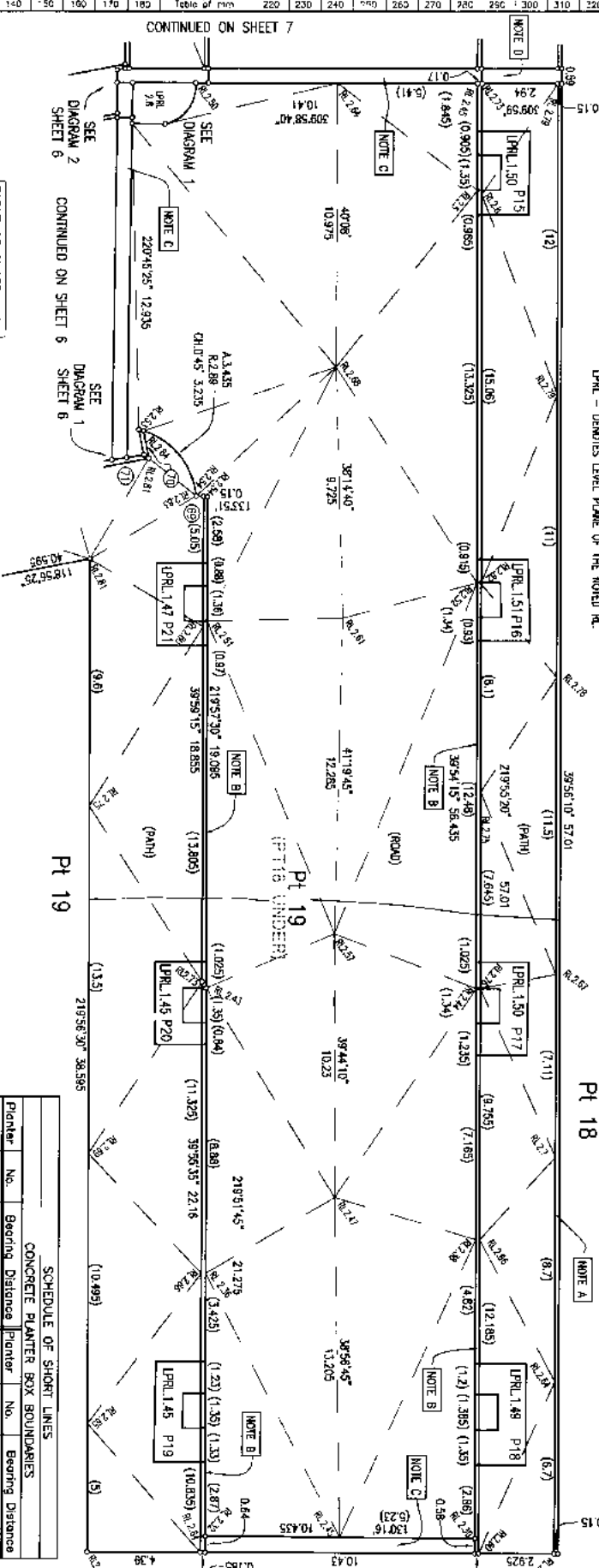


TABLE OF SHORT LINES	
LINE	BEARING DISTANCE
69	133°51' 0.29
70	28°37' 1.08
71	119°03' 3.305

PLANTER KEY

^a"P15" to "P21" DENOTES CONCRETE PLANTER BOX BOUNDARIES

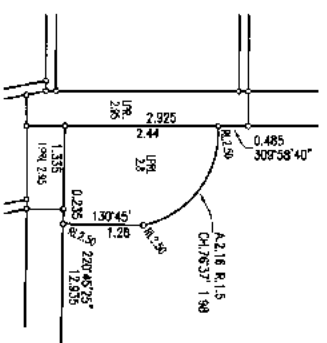
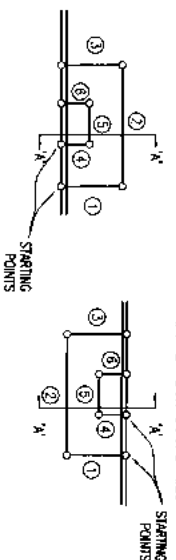


DIAGRAM 1

SCHEDULE OF SHORT LINES					
CONCRETE PLANTER BOX BOUNDARIES					
Planter	No.	Beginning Distance	Planter	No.	Beginning Distance
P15	1	309' 54' 1.97	P19	1	129' 52' 1.996
	2	221' 18' 3.72		2	221' 03' 3.81
	3	129' 54' 2.045		3	309' 52' 1.915
	4	309' 54' 0.885		4	129' 52' 0.885
P16	5	221' 18' 1.35	P20	5	221' 03' 1.35
	6	129' 54' 0.89		6	309' 52' 0.87
	1	309' 55' 2.06		1	129' 52' 1.97
	2	217' 56' 3.19		2	129' 52' 3.22
P17	3	129' 55' 1.97	P21	3	309' 56' 1.97
	4	309' 55' 0.96		4	129' 52' 0.9
	5	217' 56' 1.34		5	219' 52' 1.35
	6	129' 55' 0.91		6	309' 58' 0.885
P18	1	309' 54' 1.96	P22	1	129' 56' 1.96
	2	220' 36' 3.6		2	129' 56' 3.21
	3	129' 54' 2.02		3	309' 56' 1.965
	4	309' 54' 0.905		4	129' 56' 0.88
P19	5	220' 36' 1.34	P23	5	129' 56' 1.36
	6	129' 54' 0.92		6	309' 56' 0.88
	1	309' 54' 1.965			
	2	219' 58' 3.935			
P20	3	129' 54' 1.97	P24	3	309' 54' 0.895
	4	309' 54' 0.895		4	129' 58' 1.985
	5	218' 58' 1.985		5	129' 58' 1.985
	6	129' 54' 0.9		6	309' 54' 0.9

DP1072418

Registered: 10.11.2004

This is steel 8 of my plan in 9 sheets
dated 9/08/04

Surveyor registered under Surveyors Act 1932

This is sheet 8 of the plan n° 9 sheets covered by subdivision certificate No. 67 of 2004

Authorized Person, Farmer-Manager/Registered Certificate or use where space is insufficient in any panel on Form 2.

BOUNDARIES GENERALLY BETWEEN
LEVEL 2-5

THIS SHEET GENERALLY DEFINES BOUNDARIES
ABOVE LEVEL 2

SEE SHEET 1 FOR FULL AZIMUTH & REFERENCE MARKS FOUND DETAILS
SEE SHEET 1 & 3 FOR FULL ADDITIONAL EASEMENT DETAILS

STRUTUM NOTES:

- NOTE 1 Pt Lot 19 is UNLIMITED IN HEIGHT & DEPTH
- NOTE 5 Pt Lot 18 is LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.2 AND LIMITED IN HEIGHT TO THE PLANE AT RL 16.0
- NOTE 6 Pt Lot 18 LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 16.0 AND UNLIMITED IN HEIGHT.

TABLE OF SHORT LINES

LINE	BEARING	DISTANCE
1	19°58'50"	3.625
2	107°56'30"	2.26

TOTAL FOOTPRINT AREA LOT 18 - 9586m²
TOTAL FOOTPRINT AREA LOT 19 - 1.2504ha

BOUNDARIES AT
LEVEL 6 & ABOVE

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (A) LIMITED IN STRUTUM TO THE LIMITS OF PT LOT 18 AS DEFINED IN NOTES 5.
- (C) EASEMENT FOR ACCESS & MAINTENANCE 3.5 MTR & WIDE (C) LIMITED TO THE STRUTUM TO THE LIMITS OF LOT 19 AS DEFINED IN NOTES 5 & 6.
- (D) EASEMENT FOR DRAINAGE VARIABLE WIDTH (D) AFFECTS THE WHOLE OF THAT PT OF LOT 19 NOTED 5.
- (E) EASEMENT FOR SERVICES 3.44 MTR (E) LIMITED IN STRUTUM TO THE LIMITS OF PT LOT 19 AS DEFINED IN NOTE 5.
- (F) EASEMENT FOR SWIMMER COOLING PIPES 2 WIDE (F) LIMITED IN STRUTUM TO THE LIMITS OF PT LOT 19 AS DEFINED IN NOTE 5.
- (G) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (G) LIMITED IN STRUTUM AS PER EASEMENTS (A) & (C).
- (H) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (H) VARIABLE WIDTH (H2).
- (I) EASEMENT FOR ACCESS & DRAINAGE PURPOSES POSITIVE COVENANT (I3).

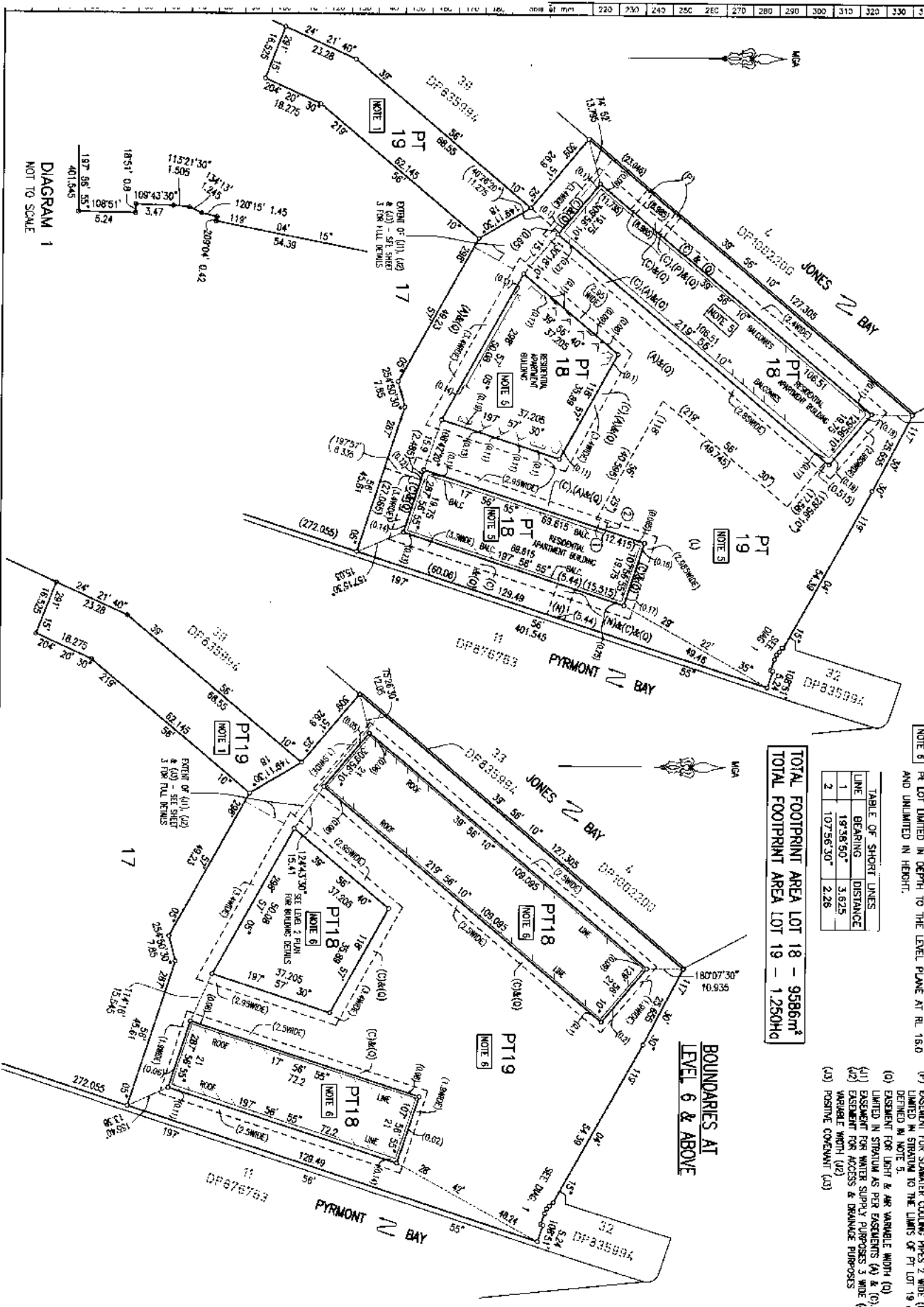


DIAGRAM 1
NOT TO SCALE

Plan Drawing only to appear in this space

Reduction Ratio 1: 800

Surveyor's Reference: 010304

DP1072418
Registered: 10/11/2004

This is sheet 9 of my plan 1072418
dated 9/09/04
for the purpose of the plan

Surveyor registered under Surveyors Act 1929
This is sheet 9 of the plan of 9 sheets
covered by subdivision certificate No. 67
of 2004

For use where space is insufficient in any panel or
Plan Form 2.

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

DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
 within Lot 4 in DP 868787 covered by Subdivision
 Certificate No. *61/2004*
 dated *15-10-2004*

Full name and address of the owner of the
 land:

Sydney Harbour Foreshore Authority
 Level 6, 66 Harrington Street
 The Rocks NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Access Variable Width (A) (Limited in Stratum)	17 19	18 & 19 18
2.	Easement for Services Variable Width (B)	17 19	18 & 19 18
3.	Easement for Access & Maintenance 3.5 Wide and Variable (C) (Limited in Stratum)	19	18
4.	Easement for Support Variable Width (D) (Limited in Stratum)	18	19
5.	Easement for Utility Services Variable Width (G) (Limited in Stratum)	18	19
6.	Easement for Water Supply Purposes 3 Wide (J1)	17 & 19	Sydney Water Corporation
7.	Easement for Access and Drainage Purposes Variable Width (J2) (Limited in Stratum)	17 & 19	Sydney Water Corporation
8.	Positive Covenant (J3)	17 & 19	Sydney Water Corporation


 Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
 within Lot 4 in DP 868787 covered by Subdivision
 Certificate No. 61/2004
 dated 15.10.2004

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9.	Easement for Drainage 3 Wide and Variable (K) (Limited in Stratum)	18	19
10.	Easement for Drainage Variable Width (L) (Limited in Stratum)	19	18
11.	Easement for Drainage 5.45 Wide and Variable (M)	17	18 & 19
12.	Easement for Services 5.44 Wide (N) (Limited in Stratum)	19	18
13.	Easement for Sea Water Cooling Pipes 2 Wide (P) (Limited in Stratum)	19	18
14.	Easement for Light and Air Variable Width (Q) AFFECTING WHOLE OF LOT 19	19	18
15.	Positive Covenant	18	Council of the City of Sydney Sydney Harbour Foreshore Authority
16.	Positive Covenant	18	Council of the City of Sydney Sydney Harbour Foreshore Authority
17.	Restriction on the use of land	19	Sydney Harbour Foreshore Authority Minister for Infrastructure and Planning and Minister for Natural Resources for the State of New South Wales


 Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. 61/2004
dated 15.10.2004

Part 2 (Terms)

1. Interpretation

1.1 Definitions

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

Act means the *Strata Schemes (Leasehold Development) Act 1986* (NSW).

Authorised Users means every person authorised by the Grantee for the purposes of any Easement created by this instrument including:

- (a) the Grantee's tenants, employees, agents, contractors and licensees; and
- (b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this instrument.

Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authority Benefited means the person stated as the Authority benefited for the purpose of the Easement and the Minister, or where:

- (a) the body is re-constituted, reconstructed, renamed or replaced by another body;
- (b) the whole or a substantial part of its business or property is transferred to or vested in another body;
- (c) the power or functions of that body are transferred to another body; or
- (d) the body ceases to exist and is replaced by another body which serves substantially the same purposes or objects as that body,

that other body and where that or any subsequent body becomes subject to any of the circumstances set out in paragraphs (a) to (d) inclusive, then that further other body.

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

Council means the Council of the City of Sydney ABN 29 143 862 138.

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


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. 61/2004
dated 15.10.2004

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

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

Grantee means, if a leasehold interest exists in respect of a Lot Benefited:

- (a) the lessee (as that term is defined in the Act) or mortgagee in possession of the Lot Benefited; and
- (b) the owners corporation under the Act in respect of the Lot Benefited; and
- (c) an Authority Benefited.

If no leasehold interest exists in respect of a Lot Benefited, **Grantee** means:

- (d) the owner or mortgagee in possession of the Lot Benefited; and
- (e) an Authority Benefited.

Grantor means, if a leasehold interest exists in respect of a Lot Burdened:

- (a) the lessee (as that term is defined in the Act) or mortgagee in possession of a Lot Burdened; and
- (b) the Owners Corporation under the Act in respect of a Lot Burdened.

If no leasehold interest exists in respect of a Lot Burdened, **Grantor** means the owner or mortgagee in possession of the Lot Burdened.

Leasehold Strata Scheme means a strata scheme created under the Act.

Long Term Lease means a lease for a term of greater than 90 years.

Lot Benefited means a lot benefited by an Easement in this instrument.

Lot Burdened means a lot burdened by an Easement in this instrument.

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

Minister means the Minister of the New South Wales Government having responsibility for the Authority Benefited.

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. 61/2004
dated 15-10-2004

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

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

Public Road has the meaning given to that term in the *Roads Act 1993 (NSW)*.

Strata Plan means a strata plan registered according to the Act.

- 1.2 Unless a contrary intention appears, a reference in this instrument to:
- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
 - (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
 - (c) **(singular includes plural)** the singular includes the plural and vice versa; and
 - (d) **(meaning not limited)** the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.3 Headings do not affect the interpretation of this instrument.
- 1.4 A requirement in an Easement which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act.
- 1.5 The rights and obligations in an Easement in this instrument that does not provide for an extinguishment and removal of that Easement from the relevant titles upon a dedication as Public Roads is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantees and Grantors

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

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


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

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

3. Complying with this instrument and notice to Grantor

- 3.1 This clause 3 applies to each Easement granted under this instrument.
- 3.2 Each Grantee and Grantor must, as appropriate, comply with the terms of the Easements in this instrument.
- 3.3 For each Easement in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under this instrument.
- 3.4 If a notice to the Grantor is required to be given under this instrument, that notice must also be given to the Occupier of the Lot Burdened. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

4. Terms of Easement for Access Variable Width (A) (Limited in Stratum) numbered one (1) in the Plan

- 4.1 The Grantee and its Authorised Users may at the Grantee's own cost, in accordance with the requirements of the Grantor and any relevant Authority and subject to the terms set out in this easement:
- (a) by any means pass over the Lot Burdened within the Easement Site for any lawful purposes; and
 - (b) do anything upon the Lot Burdened within the Easement Site that is ordinarily permissible on a Public Road including but not limited to:
 - (i) entering into the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened.
- 4.2 The Grantor must at its own expense ensure that the Easement Site is suitable and continues to be suitable for use as a Public Road and must carry out any necessary work to ensure that the Easement Site is suitable and continues to be suitable for use by the Grantee as a roadway including constructing, replacing, repairing and maintaining of roads, driveways and footpaths.
- 4.3 The Easements created or intended to be created by this part shall cease to exist and be removed from the title of the Lot Burdened when that part of the Lot Burdened affected by the Easement is dedicated as a Public Road.
- 4.4 Any person carrying out any work upon the Lot Burdened pursuant to the rights granted by this Easement shall do so at its own risk and the Grantee releases the Grantor and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

accident or damage to property or death or injury to any person carrying out any work for the Grantee upon the Lot Burdened pursuant to the rights granted by this Easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Grantor, its contractors, representatives, officers, employees, licensees and lessees.

- 4.5 The Grantee shall indemnify and keep indemnified the Grantor from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against or payable or suffered by the Grantor arising out of the conduct of the works or the carrying out of repairs by or for the Grantee upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Grantor, its contractors, representatives, officers, employees, assigns, licensees and lessees.

5. Terms of Easement for Services Variable Width (B) numbered two (2) in the Plan

- 5.1 Subject to the terms of this Easement, the Grantee and its Authorised Users may at the Grantee's own cost and in accordance with the requirements of the Grantor and any relevant Authority:

- (a) use the existing services in the Lot Burdened, but only within the Easement Site, to provide services to or from each Lot Benefited; and
- (b) use any other service that may be installed within the Easement Site in the future (to the extent they are capable of servicing the Lot Benefited and being used by the Grantee in their enjoyment of the Lot Benefited) but only with the written consent, and in accordance with the requirements, of the Grantor and any relevant Authority; and
- (c) do anything reasonably necessary for that purpose, including but not limited to:
 - (i) entering into the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) subject to clause 5.3 (d), carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

- 5.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the Grantor; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. 61/2004
dated 15.10.2004

- (c) make good any collateral damage.
- 5.3 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
 - (b) only enter the Lot Burdened during times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee; and
 - (d) allow the Grantor (acting reasonably) to carry out the works referred to in clause 5.1 (c) (iii) if the Grantor so requires, at the cost of the Grantee.
- 5.4 Where the Grantee enters the Lot Burdened for the purposes of carrying out urgent work, the Grantee must notify the Grantor of that entry as soon as it is practicable to do so.
- 5.5 The Easements created or intended to be created by this part shall cease to exist and be removed from the title of the Lot Burdened when that part of the Lot Burdened affected by the Easement is dedicated as Public Roads.
- 5.6 Any person carrying out any work upon the Lot Burdened pursuant to the rights granted by this Easement shall do so at its own risk and the Grantee releases the Grantor and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person carrying out any work for the Grantee upon the Lot Burdened pursuant to the rights granted by this Easement other than to the extent caused or contributed by the wilful and negligent act or omission of the Grantor, its contractors, representatives, officers, employees, assigns, licensees and lessees.
- 5.7 The Grantee shall indemnify and keep indemnified the Grantor from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the Grantor or payable or suffered by the arising out of the conduct of the works or the carrying out of repairs by or for the Grantee upon or adjacent to the Easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Grantor, its contractors, representatives, officers, employees, assigns, licensees and lessees.
- 5.8 Prior to carrying out any works on the Lot Burdened, the Grantee shall enter into a policy of insurance under which the Grantor shall be indemnified and kept harmless from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

6. **Terms of Easement for Access and Maintenance (C) 3.5 Wide and Variable (Limited in Stratum) numbered three (3) in the Plan**
- 6.1 The Grantee and its Authorised Users may:
- (a) by any means pass over and remain upon the Lot Burdened within the Easement Site for the purpose of carrying out renewal, maintenance and repair to the improvements under, on or in the Lot Benefited; and
 - (b) do anything upon the Lot Burdened within the Easement Site for the purpose of carrying out its rights under this Easement (provided the Grantee obtains all necessary approvals from the relevant Authorities) including but not limited to:
 - (i) entering into the Lot Burdened and remaining there for a reasonable time; and
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work; and
 - (iv) erecting or placing on the Lot Burdened any scaffolding, machinery or equipment.
- 6.2 Any person carrying out any work upon the Lot Burdened pursuant to the rights granted by this Easement shall do so at its own risk and the Grantee releases the Grantor and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person carrying out any work for the Grantee upon the Lot Burdened pursuant to the rights granted by this Easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Grantor, its contractors, representatives, officers, employees, assigns, licensees and lessees.
- 6.3 The Grantee shall indemnify and keep indemnified the Grantor from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against or payable or suffered by the Grantor arising out of the conduct of the works or the carrying out of repairs by or for the Grantee upon or adjacent to the Easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Grantor, its contractors, representatives, officers, employees, assigns, licensees and lessees.
7. **Terms of Easement for Support Variable Width (D) (Limited in Stratum) numbered four (4) in the Plan**
- 7.1 The Grantor grants to the Grantee the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this Easement.
- 7.2 The Grantor must at its own cost maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all times by, amongst


.....
Council Authorised Person

B

DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

other things, ensuring that the support (including any membrane that provides support to the Lot Benefited) is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.

- 7.3 If the Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required under clause 7.2, the Grantee may (without limiting or prejudicing the Grantee's right to make a claim against the Grantor for failing to comply with its obligations), at the cost of the Grantor, do anything reasonably necessary for the purpose of exercising its rights under this Easement, including:
- (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
 - (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 7.4 In exercising its rights under this Easement the Grantee must:
- (a) ensure that all work is done properly; and
 - (b) cause as little interference as reasonably practicable to the Grantor or to any Occupier of the Lot Burdened;
 - (c) cause as little damage as is reasonably practicable to the Lot Burdened and any improvements on it; and
 - (d) if material damage (being material damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of this clause 7.4) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 7.5 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
 - (b) only enter the Lot Burdened during times reasonably agreed with the Grantor; and
 - (c) comply with the reasonable directions of the Grantor (which term, for the purposes of this clause 7.5(c) includes an Owners Corporation but does not include any lessee under a lot lease in a Leasehold Strata Scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

- 7.6 The Grantor releases and indemnifies the Grantee, the Council or relevant Authority, as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working or by reason of the Grantee, carrying out the repairs or maintenance works contemplated under clause 7.3, including:
- (a) all costs incurred by the Grantee under clause 7.3; and
 - (b) loss or damage to the property of the Grantee, Council or relevant Authority; and
 - (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
 - (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 7.7 The Grantor's release and indemnity under clause 7.6 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 7.8 Despite any other provision of this Easement, the benefit granted under this Easement is limited to the following maximum design loads on the Easements Site:
- (a) For any roadways and driveway areas within the Easement Site a maximum load of 15.0 kilopascals; and
 - (b) For any footways and walkway areas within the Easement Site a maximum load of:
 - (i) 15.0 kilopascals, where the load applied arises out of or is caused by force applied by vehicles, improvements, structures, machinery or equipment on the Easement Site which are not fixtures and are not permanently located on the footway and walkway and;
 - (ii) 5.0 kilopascals, where the load applied arises out of or is caused by force applied by fixtures, vehicles, improvements, structures, machinery or equipment on the Easement Site which are permanently located or erected on the footway and walkway.
- 7.9 For the sake of clarity, the following table confirms the loads imposed by various standard vehicles:

Vehicle Type	Mass - fully laden (tonnes)	Max Load Applied (kPa)
Removalist Van – 50m3	15.2	6.0
Garbage Truck – 19m3	25.0	10.5


.....
Council Authorised Person

B

DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

Concrete Truck – 5m3	20.9	12.0
Fire Engine – 37m aerial ladder platform	27.5	10.0

8. Terms of Easement for Utility Services Variable Width (G) (Limited in Stratum) numbered five (5) in the Plan

8.1 The Grantor grants to the Grantee the right for the passage or supply of utility services through or by means of pipes, poles, wires, cables, ducts or equipment:

- (a) existing in the Lot Burdened at the date of registration of this instrument (which the Grantor acknowledges is and will remain the property of the Grantee), or any replacement of such pipes, poles, wires, cables, ducts or equipment effected in accordance with the terms of this Easement (which the Grantor acknowledges will be and will remain the property of the Grantee), to the extent to which a utility service is capable of being used by the Grantee in their enjoyment of the Lot Benefited; and
- (b) that may be installed within the Easement Site in the future (to the extent they are capable of servicing the Lot Benefited and being used by the Grantee in their enjoyment of the Lot Benefited) (which the Grantor acknowledges will be and will remain the property of the Grantee) in accordance with the reasonable requirements of the Grantor and any relevant Authority.

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

- (a) carrying out work on the Lot Burdened (reasonable notice of which must be given to the Grantor) to ensure that utility services are supplied or maintained to the Lot Benefited, including work to replace or enhance any existing or replacement pole, wire, cable, duct or equipment reasonably necessary to provide or maintain the range and level of utility services reasonably required by the Grantee; and
- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

8.3 In exercising its rights under this Easement the Grantee must:

- (a) ensure all work is done properly and in accordance with the requirements of all relevant Authorities; and
- (b) cause as little interference as practicable to the Grantor or to any Occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

- (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 8.4 Except when urgent work is required, the Grantee must:
 - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
 - (b) only enter the Lot Burdened during times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.
- 8.5 Where the Grantee enters the Lot Burdened for the purposes of carrying out urgent work, the Grantee must notify the Grantor of that entry as soon as it is practicable to do so.
- 8.6 In this Easement "utility services" means any or all of the following:
 - (a) water reticulation or supply;
 - (b) electricity supply
 - (c) tree pit drainage; and
 - (d) irrigation reticulation and electrical controls.
- 8.7 The Grantor or the Council, or any other relevant Authority having regard to the nature of the utility services, in its absolute discretion, may repair, fix or replace any utility services that are erected on the Lot Burdened that are broken, malfunctioning, not working or causing damage to the Lot Burdened or other property (or which may, if not repaired, break, malfunction, not work or cause damage to the Lot Burdened or other property) if that party:
 - (a) ensures that any person carrying out the works on its behalf is qualified to do those works; and
 - (b) immediately repairs any damage it causes to the utility services when carrying out those works.
- 9. **Terms of Easement for Water Supply Purposes 3 Wide (J1) numbered six (6) in the Plan**
- 9.1 An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the offices of Land and Property Information NSW.
- 9.2 The terms of the easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes (J2) and the Positive Covenant (J3) in the Plan.


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

Name of person empowered to release vary or modify easement numbered 6 in the Plan:

Sydney Water Corporation

10. Terms of Easement for Access and Drainage Purposes Variable Width (J2) (Limited in Stratum) numbered seven (7) in the Plan

- 10.1 An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed in the offices of Land and Property Information NSW.
- 10.2 The terms of the easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes (J1) and the Positive Covenant (J3) in the Plan.

Name of Person empowered to release vary or modify easement numbered 7 in the Plan

Sydney Water Corporation

11. Terms of Positive Covenant (J3) numbered eight (8) in the Plan

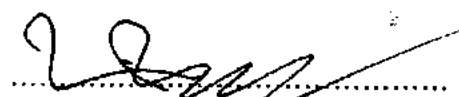
- 11.1 A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the offices of Land and Property Information NSW.
- 11.2 The terms of this positive covenant are to be read in conjunction with the terms of the Easement for Water Supply Purposes (J1) and the Easement for Access and Drainage Purposes (J2) in the Plan.

Name of Person empowered to release vary or modify positive covenant numbered 8 in the Plan

Sydney Water Corporation

12. Terms of Easement for Drainage 3 Wide and Variable (K) (Limited in Stratum) numbered nine (9) in the Plan

- 12.1 An easement in the terms of the Easement for Drainage of Water in part 8 of schedule 8 of the Conveyancing Act is created and varied to the extent provided for in clause 12.2.
- 12.2 The Grantor:
- (a) releases and keeps indemnified the Grantee from and against all claims, demands and causes of action for damage in the Lot Burdened due to the inadequacy, or blockage of, or breakage of, or surcharge/backflow from the drainage system; and
 - (b) if the Grantor has connected to the drainage system (and such connection is subject to the approval of the Grantee or relevant Authority) in the Easement Site, covenants to indemnify and keep indemnified and hold harmless the Grantee against all damages, claims, actions, costs, expenses and any other liabilities by reason of the connection to the drainage system.


.....
Council Authorised Person

B

DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

- 13. Terms of Easement for Drainage Variable Width (L) (Limited in Stratum) numbered ten (10) in the Plan**
- 13.1** An easement in the terms of the Easement for Drainage of Water in part 8 of schedule 8 of the Conveyancing Act is created and varied to the extent provided for in clauses 13.2 and 13.3.
- 13.2** The Grantee:
- (a) releases and keeps indemnified the Grantor from and against all claims, demands and causes of action for damage in the Lot Burdened due to the inadequacy, or blockage of, or breakage of, or surcharge/backflow from the drainage system caused in connection with the Grantee or any of its Authorised Users exercising its rights under this Easement; and
 - (b) if the Grantee has connected to the drainage system in the Easement Site, covenants to indemnify and keep indemnified and hold harmless the Grantor against all damages, claims, actions, costs, expenses and any other liabilities by reason of the connection to the drainage system.
- 13.3** The Grantor may at any time relocate the drainage pipes provided that:
- (a) the new location of the drainage pipes is within the Easement Site;
 - (b) the relocated piping is sufficient to drain stormwater from the Lot Burdened; and
 - (c) unless in an emergency (in which case this requirement will not apply), the Grantor provides to the Grantee in writing at least 90 days (or such lesser number of days as is agreed) before relocation, details of the new drainage design and details of temporary drainage arrangements.
- 13.4** If the Easement Site is required by the Grantor to be relocated, then the Grantee must, at the Grantor's reasonable expense (unless the relocation arises due to the negligence, wilful neglect or omission of the Grantee, in which case it is at the Grantee's own cost), do all things and sign all documents to extinguish this Easement and create and register a new easement within the area to which the easement is relocated on the same terms as this easement.
- 14. Terms of Easement for Drainage 5.45 Wide and Variable (M) numbered eleven (11) in the Plan**
- 14.1** An easement in the terms of the Easement for Drainage of Water in part 8 of schedule 8 of the Conveyancing Act is created and varied to the extent provided for in clause 14.2.
- 14.2** If a Lot Benefited is dedicated to Council and the Lot Burdened is the subject of a Long Term Lease, the Grantor of that Long Term Lease:
- (a) releases and keeps indemnified Council from and against all claims, demands and causes of action for damage in the Lot Burdened due to the inadequacy, or blockage of, or breakage of, or surcharge/backflow from the drainage system; and


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. 61/2004
dated 15.10.2004

- (b) if the Grantor has connected to the drainage system (and such connection is subject to the approval of Council) in the Easement Site, covenants to indemnify and keep indemnified and hold harmless Council against all damages, claims, actions, costs, expenses and any other liabilities by reason of the connection to the drainage system.
- 15. Terms of Easement for Services 5.44 Wide (N) (Limited in Stratum) numbered twelve (12) in the Plan**
- 15.1 The Grantor grants to the Grantee the right for the passage or supply of utility services through or by means of pipes, poles, wires, cables, ducts or equipment**
 - (a) existing in the Lot Burdened at the date of registration of this instrument, or any replacement of such pipes, poles, wires, cables, ducts or equipment effected in accordance with the terms of this Easement, to the extent to which a utility service is capable of being used by the Grantee in their enjoyment of the Lot Benefited; and
 - (b) that may be installed within the Easement Site in the future (to the extent they are capable of servicing the Lot Benefited and being used by the Grantee in their enjoyment of the Lot Benefited) but only with the written consent, and in accordance with the requirements, of the Grantor and any relevant Authority.
- 15.2 The Grantee may do anything reasonably necessary for the purpose of exercising its rights under this Easement, including:**
 - (a) subject to clause 15.4(d), carrying out work on the Lot Burdened to ensure that utility services are supplied or maintained to the Lot Benefited, including work to replace or enhance any existing or replacement pole, wire, cable, duct or equipment reasonably necessary to provide or maintain the range and level of utility services reasonably required by the Grantee; and
 - (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 15.3 In exercising its rights under this Easement the Grantee must:**
 - (a) ensure all work is done properly and in accordance with the requirements of the Grantor and all relevant Authorities; and
 - (b) cause as little interference as practicably to the Grantor or to any Occupier of the Lot Burdened; and
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

- 15.4 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
 - (b) only enter the Lot Burdened during times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee; and
 - (d) allow the Grantor (acting reasonably) to carry out the works referred to in clause 15.2(a) if the Grantor so requires, at the cost of the Grantee.
- 15.5 Where the Grantee enters the Lot Burdened for the purposes of carrying out urgent work, the Grantee must notify the Grantor of that entry as soon as it is practicable to do so.
- 15.6 In this Easement "utility services" means any or all of the following:
- (a) water reticulation or supply;
 - (b) gas reticulation or supply;
 - (c) electricity supply
 - (d) a telephone service
 - (e) a sewer system;
 - (f) drainage;
 - (g) a system for the removal or disposal of garbage or waste;
 - (h) a fire safety or control system;
 - (i) a security system; and
 - (j) another system or service designed to improve the amenity, or enhance the enjoyment of safety of the Lot Benefited.
- 15.7 The Grantee must maintain, repair and replace utility services that are used by the Grantee or in respect of which the Grantee has the benefit (even if these utility services have been installed by the Grantor or a third party).
- 15.8 The Grantor (without limiting or prejudicing the Grantor's right to make a claim against the Grantee for failing to comply with its obligations) or the Council, or any other relevant Authority having regard to the nature of the utility services, in its absolute discretion, may repair, fix or replace any utility services that are erected on the Lot Burdened that are broken, malfunctioning, not working or causing damage to the Lot Burdened or other property (or


.....
Council Authorised Person

18

DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

which may, if not repaired, break, malfunction, not work or cause damage to the Lot Burdened or other property) if that party:

- (a) ensures that any person carrying out the works on its behalf is qualified to do those works; and
 - (b) immediately repairs any damage it causes to the utility services when carrying out those works.
- 15.9 The Grantee releases and indemnifies the Grantor or the Council or relevant Authority under clause 15.8, as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantor, Council or relevant Authority that is caused by the utility services malfunctioning or not working or by reason of the Grantor, Council or relevant Authority carrying out the repairs or maintenance works contemplated under clause 15.8 including:
- (a) all costs incurred by the Grantor, Council or relevant Authority under clause 15.8; and
 - (b) loss or damage to the property of the Grantor, Council or relevant Authority; and
 - (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
 - (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 15.10 The Grantee's release and indemnity to the Grantor, the Council or relevant Authority under clause 15.9 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantor, the Council or relevant Authority, or their respective officers, employees, contractors or agents.
- 16. Terms of Easement for Sea Water Cooling Pipes 2 Wide (P) (Limited in Stratum) numbered thirteen (13) in the Plan**
- 16.1 Subject to the conditions in this Easement, the Grantor grants the right for the Grantee and its Authorised Users to:
- (a) run water through the existing lines of pipe in the Easement Site; and
 - (b) have those pipes supported by the existing attachments to the sea wall within the Easement Site fronting Sydney Harbour; and
 - (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened; and


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

- (iii) subject to clause 16.3(d), carrying out work, such as constructing, placing, repairing or maintaining the pipes or any associated fittings or equipment.

16.2 When they exercise their rights and perform their obligations under this easement, the Grantee or Authorised User must:

- (a) ensure all work is done properly and in accordance with the requirements of the Grantor and all relevant Authorities; and
- (b) cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
- (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

16.3 Except when urgent work is required, the Grantee must:

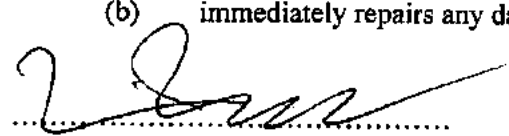
- (a) give the Grantor or its nominees reasonable notice of intention to enter the Lot Burdened (except in an emergency); and
- (b) enter the Lot Burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the Grantor;
- (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee; and
- (d) allow the Grantor acting reasonably to carry out the works referred to in clauses 16.2(a) and 16.5 if the Grantor so requires, at the cost of the Grantee.

16.4 Where the Grantee enters the Lot Burdened for the purposes of carrying out urgent work, the Grantee must notify the Grantor of that entry as soon as it is practicable to do so.

16.5 The Grantee must maintain, and to the extent necessary, repair and replace the pipes the subject of the easement at its own cost.

16.6 The Grantor, the Council or any other relevant Authority having regard to the pipes, in its absolute discretion, may repair, fix or replace any pipes that are erected on the Lot Burdened that are broken, malfunctioning, not working or causing damage to the Lot Burdened or other property (or which may, if not repaired, break, malfunction, not work or cause damage to the Lot Burdened or any other property) if that party:

- (a) ensures that any person carrying out the works on its behalf is qualified to do those works; and
- (b) immediately repairs any damage it causes to the pipes when carrying out those works,


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

the costs for which must be borne by the Grantee if the works carried out are required as a result of the Grantee failing to comply with its obligations under this easement.

- 16.7 The Grantee indemnifies and must keep indemnified the Grantor or the Council or relevant Authority under clause 16.6, as the case may be, against all damage, expense, loss or liability of any nature suffered or incurred by the Grantor, Council or relevant Authority that is caused by the pipes malfunctioning or not working or by reason of the Grantor, Council or relevant Authority carrying out the repairs or maintenance works contemplated under clause 16.6, including:
- (a) all costs incurred by the Grantor, Council or relevant Authority under clause 16.6; and
 - (b) loss or damage to the property of the Grantor, Council or relevant Authority; and
 - (c) damage, expenses, loss or liability in respect of loss or damage to any other property; and
 - (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 16.8 The Grantee's indemnity to the Grantor, the Council or relevant Authority under clause 16.7 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantor, the Council or relevant Authority, or its officers, employees, contractors or agents.
- 17. Terms of Easement for Light and Air Variable Width (Q) numbered fourteen (14) in the Plan**
- 17.1 An Easement for the free and uninterrupted access of light and air crossing through the airspace vertically above the land shown on the Plan as Easement for Light and Air to and for the windows, doors and apertures on any building erected or to be erected on the Lot Benefited.
- 17.2 This Easement shall not be released, varied or modified without the prior written consent of Council.
- 18. Terms of Positive Covenant numbered fifteen (15) in the Plan**
- 18.1 The Grantor must maintain the support referred to in clause 7 of this instrument at all times by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound structural condition.
- 18.2 If the Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required under clause 18.1 of this instrument, the Grantee, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
- (a) carry out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited including additional supporting works reasonably necessary; and


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. 61/2004
dated 15.10.2004

- (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 18.3 In exercising its rights under this public positive covenant, the Grantee must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (d) if damage (being damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of this clause 18.3) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 18.4 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
 - (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor (which term for the purposes of this clause 18.4(c)) does not include any lessee under a lot lease in a leasehold strata scheme registered (in respect of the Lot Burdened) under the Act relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.
- 18.5 The Grantor releases and indemnifies the Grantee (if the Grantee is an Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support, malfunctioning or not working or by reason of the Grantee, carrying out the repairs or maintenance works contemplated under clause 18.2 including:
- (a) all costs incurred by the Grantee under clause 18.2;
 - (b) loss or damage to the property of the Grantee, Council or relevant Authority;
 - (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
 - (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 18.6 The Grantor's release and indemnity under clause 18.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

- 18.7 This Public Positive Covenant is extinguished to the extent that the Easement for Support (D) (Limited in Stratum) numbered four (4) in the Plan is extinguished.
- 19. Terms of Positive Covenant numbered sixteen (16) in the Plan**
- 19.1 The Grantor must maintain the structures integral to the Easement for Drainage 3 Wide and Variable (K) numbered nine (9) in the Plan (to the extent those structures are located within the Lot Burdened) at all times by, amongst other things, ensuring that those structures are regularly inspected, maintained, repaired and kept in a sound structural condition.
- 19.2 If the Grantor does not comply with its obligations under clause 19.1, the Grantee, (in its absolute discretion and without prejudicing its rights) may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
- (a) carry out work on the Lot Burdened; and
 - (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 19.3 In exercising its rights under this public positive covenant, the Grantee must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (d) if damage (being damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of this clause 19.3) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 19.4 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
 - (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor (which term, for the purposes of this clause 19.4(c)) does not include any lessee under a lot lease in a leasehold strata scheme registered (in respect of the Lot Burdened under the Act) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.
- 19.5 The Grantor releases and indemnifies the Grantee (if the Grantee is an Authority), the Council or relevant Authority, as the case may be, against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the


.....
Council Authorised Person



DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. *61/2004*
dated *15.10.2004*

support, malfunctioning or not working, or by reason of the Grantee carrying out the repairs or maintenance works contemplated under clause 19.2 including:

- (a) all costs incurred by the Grantee under clause 19.2;
- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property;
and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

- 19.6 The Grantor's release and indemnity under clause 19.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 19.7 This Public Positive Covenant is extinguished to the extent that the Easement for Drainage 3 Wide and Variable (K) numbered nine (9) in the Plan is extinguished.
- 20. **Terms of Restriction on Use numbered seventeen (17) in the Plan**
- 20.1 Excavation extending more than 1.0 metre below the finished ground level of the Lot Burdened must not be carried out unless it is in accordance with the Post Construction Site Management Plan prepared by Douglas Partners Pty Ltd (ref: 29617D, dated July 2004) as approved by Christopher Jewell, a site auditor accredited by the NSW Environmental Protection Authority, a copy of which is held by Council.


.....
Council Authorised Person



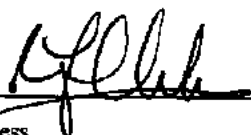
DP1072418

Plan of Subdivision of Lot 4 DP 868787 & easements
within Lot 4 in DP 868787 covered by Subdivision
Certificate No. 61/2004
dated 15.10.2004

Signed by Diana May Talty for and on behalf of
Sydney Harbour Foreshore Authority under
delegated authority and without assuming personal
liability and I hereby certify that I have no notice
of revocation of such delegation:



Signature of delegate



Signature of witness

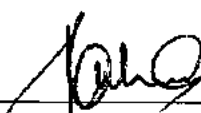
R. J. CHARK

Name of witness

Signed on behalf of Sydney Water Corporation
by its attorney pursuant to registered Power of
Attorney Book 4409 No. 689 in the presence of



Signature of attorney



Signature of attorney

JEFFREY FRANCIS COLENZO

Name of attorney

WARREN FREDERICK WATKINS

Name of attorney

WITNESS



MARTIN BRAMBLE c/- SYDNEY WATER


Council Authorised Person





SP84185

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Surveyor's Certificate (Approved Form 4)

I, ANTHONY DAMIEN TODARELLO.....

of 3/75 RYEDALE ROAD, WEST RYDE 2114.....

a land surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

* (1) a "wall" * floor * ceiling * structural cubic space has been demolished.

The boundary of lot 88 & 108 in Strata Plan 73910 which was defined by reference to the surface of that structure is now defined in the manner illustrated in the accompanying plan.

* (2) ~~a "wall" * floor * ceiling has been constructed.~~

The boundary of lot in Strata Plan now coincides with;

* (a) "the inner surface" of that wall

* (b) "the upper surface" of that floor

* (c) "the under surface" of that ceiling

in the manner illustrated in the accompanying plan.

* (3) The "floor" * wall * ceiling referred to is wholly within the perimeter of the parcel:

* (a) except to the extent that the building encroaches on a public place, the nature and extent of which encroachment is shown in the accompanying plan;

* (b) except to the extent that the building encroaches on land other than a public place, the nature and extent of which encroachment is shown on the accompanying plan and an appropriate easement has been created by

Signature: *Anthony Todarello*

Date: 27/01/10

* Strike through if inapplicable.

If not the specified surface specify which part of the structure coincides with the boundary

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Office Use Only

SP84185

Office Use Only

Registered:



29.9.2011

Purpose:

BUILDING ALTERATION

**PLAN OF BUILDING ALTERATION
REGARDING THE BOUNDARIES OF LOTS 88
& 108 IN SP 73910**

LGA:

CITY OF SYDNEY

Locality:

PYRMONT

Parish:

ST ANDREW

County:

CUMBERLAND

SIGNATURES AND SEALS ONLY

Anthony Todarello
PS102

SURVEYOR'S REFERENCE: 7758-88-108

Use STRATA PLAN FORM 3A for additional certificates,
signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF ~~PART OF LOT 88, 108 AND COMMON~~
~~PROPERTY, SP 73910~~ BUILDING
ALTERATION REGARDING THE
BOUNDARIES OF LOTS 88 & 108
S.P. 73910

SP84185

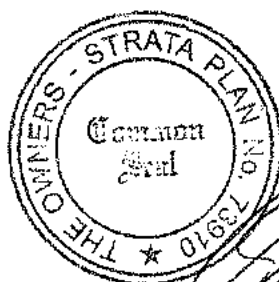
Registered:



29.9.2011

Strata Certificate Details: Subdivision No:

Date:



SEAN BIRMINGHAM
STRATA MANAGER

AC237623 +
Mortgages under Mortgage No. AD140433
Signed at Sydney this 9th day of
February 2010 for National
Australia Bank Limited ABN 12 004 044 937
by Jennifer de Silva
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 3 Attorney

Witness/Bank Officer Sefike Kinkraya
255 George Street, Sydney NSW

Signed by
For and on behalf
of Sydney Harbour Foreshore
Authority, under delegation
and without assuming
personal liability and I
hereby certify that I have
no notice of the revocation of
such delegation.

James Smart

JAMES SMART, DIRECTOR BUSINESS & FINANCIAL SERVICES

WITNESS SIGNATURE

MICHELLE KING
WITNESS NAME



SP84185

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Surveyor's Certificate (Approved Form 4)

I, ANTHONY DAMIEN TODARELLO.....

of 3/75 RYEDALE ROAD, WEST RYDE 2114.....

a land surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

* (1) a "wall" * floor * ceiling * structural cubic space has been demolished.

The boundary of lot 88 & 108 in Strata Plan 73910 which was defined by reference to the surface of that structure is now defined in the manner illustrated in the accompanying plan.

* (2) ~~a "wall" * floor * ceiling has been constructed.~~

The boundary of lot in Strata Plan now coincides with;

* (a) "the inner surface" of that wall

* (b) "the upper surface" of that floor

* (c) "the under surface" of that ceiling

in the manner illustrated in the accompanying plan.

* (3) The "floor" * wall * ceiling referred to is wholly within the perimeter of the parcel:

* (a) except to the extent that the building encroaches on a public place, the nature and extent of which encroachment is shown in the accompanying plan;

* (b) except to the extent that the building encroaches on land other than a public place, the nature and extent of which encroachment is shown on the accompanying plan and an appropriate easement has been created by

Signature: *Anthony Todarello*

Date: 27/01/10

* Strike through if inapplicable.

If not the specified surface specify which part of the structure coincides with the boundary

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Office Use Only

SP84185

Office Use Only

Registered:  29.9.2011
 Purpose: BUILDING ALTERATION

**PLAN OF BUILDING ALTERATION
 REGARDING THE BOUNDARIES OF LOTS 88
 & 108 IN SP 73910**

LGA: CITY OF SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

SIGNATURES AND SEALS ONLY

Anthony Todarello
PS102

SURVEYOR'S REFERENCE: 7758-88-108

Use STRATA PLAN FORM 3A for additional certificates,
 signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF ~~PART OF LOT 88, 108 AND COMMON~~
~~PROPERTY, SP 73910~~ BUILDING
ALTERATION REGARDING THE
BOUNDARIES OF LOTS 88 & 108
S.P. 73910

SP84185

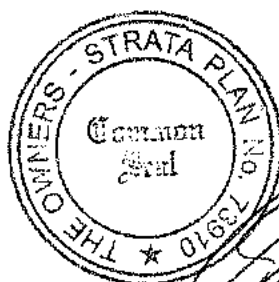
Registered:



29.9.2011

Strata Certificate Details: Subdivision No:

Date:



SEAN BIRMINGHAM
STRATA MANAGER

AC237623 +
Mortgages under Mortgage No. AD140433
Signed at Sydney this 9th day of
February 2010 for National
Australia Bank Limited ABN 12 004 044 937
by Jennifer de Silva
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 3 Attorney

Witness/Bank Officer Sefike Kinkraya
255 George Street, Sydney NSW

Signed by
For and on behalf
of Sydney Harbour Foreshore
Authority, under delegation
and without assuming
personal liability and I
hereby certify that I have
no notice of the revocation of
such delegation.

James Smart

JAMES SMART, DIRECTOR BUSINESS & FINANCIAL SERVICES

WITNESS SIGNATURE

MICHELLE KING
WITNESS NAME

Form: 15CH
Release: 2-0

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



AM970336Y

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

(A) **TORRENS TITLE**

For the common property
CP/SP73910

(B) **LODGED BY**

Document
Collection
Box
6325L

Name, Address or DX, Telephone, and Customer Account Number if any
Strata Associates Pty Ltd
Locked Bag 1919
St Leonards NSW 1590
ph. 8424 9700

Reference: Account No. 132144K

CODE

CH

- (C) The Owners-Strata Plan No. 73910 certify that a special resolution was passed on 11/8/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY LAW 20
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

see attached Annexure
Special By law 20 on page 118



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 73910 was affixed on 5/12/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

Name: Daniel Cockerell

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1702

Plan 73910

By-Law 1

About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Darling Island Apartment.

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

1.3 Changing the by-laws

The Owners Corporation may make, amend or repeal a by-law only where this will not conflict with the Common Property Lease.

By-Law 2

Leases with the Authority

2.1 Leasehold strata scheme

The Strata Scheme is a leasehold strata scheme under the Development Act. The Authority is the owner of the freehold estate in the land over which the strata plan for the Strata Scheme is registered.

2.2 Owners Corporation lease

The Owners Corporation and the Authority have entered into the Common Property Lease. The Authority is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with the Common Property Lease.

2.3 Lot Leases

Each Apartment is subject to a lease from the Authority. The landlord is the Authority and the tenant is the Owner (including an Owner that has taken an assignment of the lease from their immediate predecessor in title). You must comply on time and at your cost with your Lot Lease with the Authority for your Apartment.

2.4 Consents under leases

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by a lease with the Authority. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain necessary consents under a lease with the Authority.

2.5 Inconsistencies between the by-laws and leases

If there is any inconsistency between the by-laws and the terms of a lease with the Authority for Common Property or an Apartment, the lease with the Authority prevails to the extent of the inconsistency.



By-Law 3

Your behaviour

3.1 What are your general obligations?

You must not:

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

3.2 Complying with the law

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

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

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

By-Law 4

You are responsible for others

4.1 What are your obligations?

You must:

- a. take all reasonable actions to ensure your visitors comply with the by-laws and any Rules made under by-law 26 ("Rules"); and
- b. make your visitors leave the Building if they do not comply with the by-laws; and
- c. take reasonable care about who you invite into the Building;
- d. accompany your visitors at all times, except when they are entering or leaving the Building; and
- e. in addition to your obligations under by-law 20 ("Using the Health Club"), ensure that:
 - i. an adult exercising effective control accompanies children under 12 who are in your care when the children are in parts of the Darling Island Apartments which could be dangerous to them (eg in the carpark or on driveways);
 - ii. children who are in your care do not play in Common Property areas inside the Building (eg in corridors or stairwells).

You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you sub-lease your Apartment

If you sub-lease or licence your Apartment, you must:

- a. include in any sub-lease or other agreement with an Occupier of your Lot provisions requiring the Occupier to refrain from breaching the by-laws;
- b. provide your tenant or licensee with an up-to-date copy of the by-laws; and
- c. ensure that your tenant or licensee and their visitors comply with the by-laws; and
- d. take all action available to you, including action under the sub-lease or licence agreement, to make them comply with the by-laws or, failing that, leave the Building.

By-Law 5

What are your obligations for your Apartment?

5.1 General obligations

You must:

- a. keep your Apartment clean and tidy and in good repair and condition; and
- b. properly maintain, repair and, where necessary, replace the fixtures and equipment which service your Apartment including any installations or alterations to your Apartment (whether or not you made the installation or alteration); and
- c. notify the Owners Corporation if you change the use of your Apartment in a way which may affect its insurance policies or premiums. See by-law 23 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- d. at your expense, comply with all laws about your Apartment, including requirements of Government Agencies; and
- e. at your expense, comply with the terms of the Lot Lease for your Apartment.

5.2 When will you need consent from the Owners Corporation?

You must have consent from the Owners Corporation to:

- a. carry out Building Works; or
- b. keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- c. install bars, screens, grilles, security locks or other safety devices on the interior or exterior of

- windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- d. install an intruder alarm with an audible signal; or
- e. attach or hang an aerial or wires outside your Apartment or on the Building.

5.3 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 29 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

5.4 Floor coverings

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

5.5 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise to other Apartments.

5.6 Window tinting

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

5.7 Window coverings

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

5.8 Cleaning windows

Subject to by-law 5.9 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.9 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.8 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

5.10 Drying your laundry

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

By-Law 6

The Balcony of your Apartment

6.1 What may you keep on a Balcony?

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

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

6.2 Access to Balconies

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

6.3 Removing items from a Balcony

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

6.4 Enclosing a Balcony

You must not enclose the Balcony of your Apartment without consent from the Owners Corporation and Government Agencies.

6.5 Changing of light fittings

You must have consent from the Owners Corporation to:

- a. change any light fitting on your Balcony; and
- b. add additional light fittings to your Balcony.

By-Law 7

Keeping and operating a barbecue

7.1 What are your rights and obligations?

You may keep and operate a barbecue on the Balcony of your Apartment if:

- a. it is a type approved under by-law 7.2 ("Types of portable barbecues"); and
- b. it will not (or is not likely to) cause damage; and
- c. it is not (or is not likely to become) dangerous; and
- d. you keep it clean and tidy; and
- e. you comply with this by-law.

7.2 Types of portable barbecues

You may keep and operate the following types of barbecues on the Balcony of your Apartment:

- a. a barbecue similar to those installed in various Apartments on registration of the Strata Plan; or
- b. a good quality gas or electric portable barbecue in good condition; or
- c. any other type approved by the Owners Corporation.

You may not keep and operate a portable barbecue on the Balcony of your Apartment if that portable barbecue is in poor condition or has no cover.

7.3 Operating a portable barbecue

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

7.4 What if your barbecue interferes with someone else?

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

By-Law 8

Keeping an animal

8.1 What animals may you keep?

Subject to this by-law, you may keep the following animals within your Apartment:

- a. goldfish or other similar fish in an indoor aquarium (provided that advice from a structural engineer is obtained prior to any large aquarium being installed in an Apartment); and
- b. a cat, small dog or small caged bird; and
- c. a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you need the dog or other animal because of a visual disability, a hearing disability, or any other disability.

8.2 Powers given to Owners Corporation to remove animals

The Owners Corporation may order you at any time to remove your animal if;

- a. it becomes offensive, vicious, aggressive, noisy or a nuisance; or
- b. you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- c. your animal continues to defecate on another Apartment or Common Property after a warning has been given to you by the Owners Corporation; or
- d. your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998 (NSW)*; or
- e. your dog is not registered under the *Companion Animals Act 1998 (NSW)*.

8.3 Your obligation

If you keep an animal in your Apartment you must:

- a. notify the Owners Corporation that the animal is being kept in your Apartment; and
- b. keep the animal within your Apartment; and
- c. not let the animal cause a nuisance to other Owners and Occupiers; and
- d. immediately clean or repair any part of your Apartment or the Common Property if soiled or damaged by the animal.

8.4 Your Visitors

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

By-Law 9

Erecting a sign

9.1 Your obligations

You must not erect a sign in your Apartment which is visible from outside your Apartment or on Common Property without the consent of the Owners Corporation.

9.2 Owners Corporation may remove

The Owners Corporation may remove any sign erected without its consent.

By-Law 10

Fire control

10.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

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

10.2 Comply with the law

You and the Owners Corporation must comply with laws about fire control.

10.3 Restrictions about fire safety

You must not:

- a. keep flammable materials on Common Property; or
- b. interfere with fire safety equipment; or
- c. obstruct fire stairs or fire escapes; or
- d. keep flammable materials in your Carspace.

By-Law 11

Moving and delivering furniture and goods

REPEALED

By-Law 12

Parking on Common Property

12.1 Owners Corporation consent required

Subject to the by-laws, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property (other than in the dedicated car wash bay).

12.2 Visitor parking

If you are an Owner or Occupier, you may allow your visitors to park in Common Property visitor parking spaces provided that your visitors park there only on a casual basis. You must not park in the Common Property visitor parking spaces.

12.3 Car wash bay

The Common Property car wash bay may only be used for the purposes of washing your motor vehicle. You must immediately clean the car wash bay after you use it.

By-Law 13

Controlling traffic in Common Property

The Owners Corporation may:

- a. impose a speed limit for traffic in Common Property; and
- b. impose reasonable restrictions on the use of Common Property driveways and parking areas;
and
- c. install speed humps and other traffic control devices in Common Property (eg boom gates and security roller shutters); and
- d. install signs about parking; and
- e. install signs to control traffic in Common Property and, in particular, traffic entering and leaving Darling Island Apartments.

By-Law 14

Disposing of your garbage

14.1 General requirements

You must not deposit or leave garbage or recyclable materials:

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

14.2 What are your obligations?

You must:

- a. drain and securely wrap your household garbage and put it in the garbage chute nearest the entry to your Apartment; and
- b. take any over-sized garbage to the main garbage room in Building 1; and
- c. leave all recyclable materials in that part of the garbage room nearest the entry to your Apartment designated for the disposal of recyclable materials; and
- d. drain and clean bottles and make sure they are not broken before you place them in the garbage room nearest the entry to your Apartment for that purpose; and
- e. recycle your garbage according to instructions from the Owners Corporation or Council; and
- f. contact the Owners Corporation to remove (at your cost) any large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

14.3 Rules for using garbage chutes

You must not:

- a. put bottles or glass in a garbage chute; or
- b. put liquids in a garbage chute; or
- c. put items that weigh more than 2.5 kilograms in a garbage chute; or
- d. put boxes or large items in a garbage chute that might block it.

14.4 Cleaning up spills

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

14.5 Role of the Owners Corporation

The Owners Corporation must:

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

By-Law 15

Complying with the Development Consent

15.1 General requirements

The Owners Corporation, Owners and Occupiers must comply with the Development Consent.

15.2 What conditions apply?

Without limiting by-law 15.1 ("General requirements"), the Owners Corporation, Owners and Occupiers must comply with conditions of the Development Consent which apply to the ongoing use and operation of the Building, including:

a. Louvres on northern facade of Building 2 and Building 3

The fixed louvres located on the northern facade of Building 2 and Building 3 must not be unhinged for any reason other than for cleaning and general maintenance purposes.

b. Satellite Dishes

Satellite dishes, aerials and the like shall not be attached to the roof of Building 2 or Building 3. A separate development application is required for additional telecommunications facilities (including satellite dishes, aerials and the like) to be attached to the roof of Building 1.

c. Residential Occupation

All Apartments must either be occupied by Owners or by Occupiers with a residential lease under the Residential Tenancies Act 1987.

A certificate signed by the Owners Corporation or a solicitor (holding a current practicing certificate) must be forwarded to Council within 12 months of registration of the Strata Scheme, and every 12 months thereafter, certifying that the all Apartments approved for residential occupation are either occupied by the Owner(s) of the relevant Apartment or are subject to a residential lease under the Residential Tenancies Act 1987.

All Owners must promptly upon request provide in writing any information that the Owners Corporation requires and do everything reasonably required by the Owners Corporation in order that it may provide the relevant information to Council.

d. Public Art

The Owners Corporation must maintain, repair and keep on display the Public Art and keep erected a sign which acknowledges the creator and title of the Public Art.

The Owner Corporation must not modify the Public Art without the consent of its creator.

The Owners Corporation must not replace the Public Art without first having:

- i. given the creator of the Public Art to be removed at least 30 days notice of its intention to do so; and
- ii. obtained consent from the Authority to install the replacement Public Art (such consent not to be unreasonably withheld).

Any replacement Public Art must be of a similar quality to the existing Public Art and be positioned to maximise its visibility from the public domain.

e. Signage

A development application must be submitted and approved for any signage (other than street numbering) which is proposed to be externally fitted or applied prior to the erection or display of such signage.

f. Parking

Owners and Occupiers are not eligible to participate in the resident permit parking scheme in the area surrounding the Buildings.

g. Trade Waste

The Owners Corporation must enter into and continually maintain a contract with Council or a licensed contractor for the removal of trade waste from the Buildings.

h. Site Audit Statement

The Owners Corporation must not penetrate or disturb or allow an Owner to penetrate or disturb any part of the lower ground or basement floors slabs which sit directly on top of the ground.

By-Law 16

Carrying out Building Works

16.1 When do you need consent?

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

16.2 When is consent not necessary?

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

- a. alter or remove an Inter-Tenancy Wall according to by-law 17 ("Inter-Tenancy Wall"); or
- b. carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However you must comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation") in relation to Building Works under By-Laws 16.2 (a) or (b) ("When is consent not necessary?").

16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

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

16.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- a. use qualified, reputable and, where appropriate, licensed contractors; and
- b. carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- c. repair any damage you (or persons carrying out the Building Works for you) cause to Common Property, the property of another Owner or Occupier, or the land immediately surrounding the Buildings; and
- d. use reasonable endeavours to ensure the Building Work is carried out without unnecessary noise.

16.5 Making arrangements with the Owners Corporation

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

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

By-Law 17

Inter-Tenancy Walls

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

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

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

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

17.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 17.1 ("when may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Tenancy Wall.

17.3 What are the conditions for carrying out the work?

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

- a. carry out the work in the method certified by the structural engineer if the Inter-Tenancy Wall is a structural wall; and
- b. if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- c. comply with by-law 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation"); and
- d. acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

By-Law 18

Agreement with the Building Manager

18.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building manager to provide management and operational services for the Building generally.

18.2 Initial Period

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

18.3 Delegation of functions

Subject to relevant laws, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

18.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with a Building Manager during the Initial Period:

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

18.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with a Building Manager after the Initial period:

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

18.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation and a Building Manager must have provisions about:

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

18.7 Duties of the Building Manager

The duties of a Building manager under an agreement with the Owners Corporation may include:

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

By-Law 19

Licences

19.1 Powers of the Owners Corporation

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

19.2 What provisions may a licence include?

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

- a. payments under the licence; and
- b. the term of the licence; and
- c. the permitted uses of the licensed areas; and
- d. the maximum number of persons allowed in the licensed area; and
- e. insurances the licensee must effect; and
- f. cleaning and maintaining the licensed area.

By-Law 20

Using the Health Club

20.1 Who can use the Health Club?

The Health Club is available for use by you and your visitors only during the hours nominated by the Owners Corporation in accordance with by-law 20.2 (a) ("What rules apply when using the Health Club?"). You must accompany your visitors at all times when your visitors use the Health Club.

20.2 What rules apply when using the Health Club?

You and your visitor when using the Health Club facilities must:

- a. only use the Health Club between the hours of 7:00am and 9:00pm or such other times agreed by the Owners Corporation; and
- b. ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the Health Club; and
- c. ensure that food and drink (other than water in plastic bottles) are not consumed in the Health Club; and
- d. ensure that no glass containers are taken into or remain in the Health Club; and
- e. not run or splash or act in a manner that is likely to cause a nuisance or danger to other Owners, Occupiers and their visitors using the Health Club; and
- f. operate and adjust gym equipment only according to the instructions of the manufacturer;
- g. wipe down gym equipment after using it; and
- h. not interfere with or damage the furniture, equipment, Services or Common Property within the Health Club; and
- i. at all times be suitably clothed; and
- j. not do anything that might be dangerous or behave in a manner that might unreasonably interfere with the use of the Health Club by other Owners, Occupiers and their visitors;
- k. not hold parties or other functions (eg swimming classes or exercise classes) in the Health Club without consent from the Owners Corporation.

20.3 Obligations of the Owners Corporation

The Owners Corporation must ensure that:

- a. the water in the pool and spa is properly treated by a suitably qualified contractor on a regular basis and that the Health Club is kept clean and in good condition; and
- b. that appropriate safety signage is erected and maintained in the Health Club in accordance with Council and Government Agency requirements and good practice.

By-Law 21

Use of Storage Spaces

21.1 What are your obligations?

You must:

- a. provide the Owners Corporation with access to your Storage Space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws; and
- b. keep your Storage Space clean and tidy; and
- c. use your Storage Space only for lawful purposes; and
- d. maintain and repair your Storage Space; and
- e. keep your Storage Space free from vermin; and
- f. comply with the reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this by-law.

21.2 Restrictions on using storage spaces

You must not:

- a. keep flammable materials in your Storage Space; or
- b. leave garbage or recyclable materials in your Storage Space.

By-Law 22

Damage to Common Property

22.1 What are your obligations?

Subject to the by-laws, you must:

- a. use Common Property equipment only for its intended purpose; and
- b. immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- c. compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or person doing work or carrying out Building Works in the Building on your behalf.

22.2 When will you need consent from the Owners Corporation?

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

- a. interfere with or damage Common Property; or
- b. remove anything from Common Property that belongs to the Owners Corporation; or
- c. interfere with the Operation of the Common Property equipment.

By-Law 23

Insurance premiums

23.1 Consent from the Owners Corporation

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

23.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

By-Law 24

Security at the Building

24.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

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

24.2 Installation of security equipment

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

24.3 Restricting access to Common Property

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

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

24.4 What are your obligations?

You must not:

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

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

By-Law 25 Security Keys

25.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 24 ("Security at the Building").

25.2 Fees for additional Security Keys

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

25.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:

- a. require you to promptly return your Security Keys to the Owners Corporation to be reprogrammed; and
- b. deactivate your Security Keys if you fail to return them when requested provided always that it makes available new Security Keys for you to access your Apartment; and
- c. make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. Such agreement may include provisions requiring Owners and Occupiers to pay that other person an administration fee for the provision of Security Keys.

25.5 What are your obligations?

You must:

- a. comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about reprogramming and returning Security Keys; and
- b. take all reasonable steps not to lose Security Keys; and
- c. return Security Keys to the Owners Corporation if you do not need them or when you cease to be an Owner or Occupier; and
- d. notify the Owners Corporation immediately if you lose a Security Key.

25.6 Some prohibitions

You must not:

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

25.7 Procedures if you sub-lease your Apartment

If you sub-lease or licence your Apartment, you must include a requirement in the sub-lease or licence that the tenant or licensee returns their Security Keys to the Owners Corporation when they cease to be a tenant or licensee of an Apartment.

By-Law 26

Rules

26.1 Powers of the Owners Corporation

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

26.2 Changing Rules

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

26.3 What are your obligations?

You must comply with the Rules.

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

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

By-Law 27

How are consents given?

27.1 Who may give consent:

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

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

27.2 Conditions

The Owners Corporation or the Executive Committee may grant you consent under the by-laws subject to fulfilment of one or more conditions. You must comply with the conditions.

27.3 Can consent be revoked?

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

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

By-Law 28

Exclusive Use By-Laws

28.1 Purpose of an Exclusive Use By-Law

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, an Exclusive Use By-Law makes Owners responsible for the Common Property which they exclusively use or have the benefit of. Exclusive Use By-Laws also create special privileges in respect of Common Property.

28.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

28.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution create, amend or cancel an Exclusive Use By-Law or this by-law only with the written consent of:

- a. each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- b. the Authority.

28.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under an Exclusive Use By-Law.

28.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- a. include those amounts in notices for your administrative fund or sinking fund contributions; and
- b. require you to pay those amounts quarterly in advance (or for other periods reasonably determined by the Owners Corporation).

28.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

28.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

28.8 Additional insurances

In addition to your obligations under by-law 23 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

28.9 Access to exclusive use areas

An Owner of an Apartment which has the benefit of an Exclusive Use By -Law must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act, the by-laws and Common Property Lease. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

By-Law 29

Failure to comply with by-laws

29.1 Powers of the Owners Corporation

The powers of the Owners Corporation under this by-law 29 are in addition to those that it has under the Management Act.

29.2 What can the Owners Corporation do?

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

29.3 Procedures

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

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

29.4 Recovering money

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

By-Law 30

Applications and complaints

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

By-Law 31

Interpretation

31.1 Definitions

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

Apartment means a Lot in the Building other than a Utility Lot.

Authority means the lessor (as that term is defined in Development Act) from time to time for Lots and Common Property. Where appropriate in the context, "**Authority**" also includes agents, employees, invitees and licensees of the Authority.

Balcony means the three buildings and common basement comprising the Strata Scheme. A reference to Building 1, Building 2, and Building 3 is a reference to the building so identified on the strata plan for the Strata Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 18 ("Agreement with the Building Manager").

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

- a. Common Property structure including Common Property walls, columns, slabs, floors and ceilings enclosing your Apartment and noting that Common Property walls include windows and doors in those walls; or
- b. the internal walls inside you Apartment (eg a wall dividing two rooms in your Apartment); or

- c. the external surfaces of your Apartment; or
- d. Common Property Services; or
- e. Services in the Building, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:

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

Carspace means:

- a. a carspace that forms part of an Apartment; or
- b. a carspace that is subject to an Exclusive Use By-Law.

Common Property means common property in the Strata Scheme and personal property of the Owners Corporation.

Common Property Lease means the lease between the Owners Corporation and the Authority date [insert date] in respect of the Common Property.

Council means Council of the City of Sydney.

Development Act means the *Strata Schemes (Leasehold Development) Act 1986 (NSW)*.

Development Consent means all current approvals and consents obtained from Government Agencies for the use and operation of the Building or that otherwise apply to the Building or the Strata Scheme.

Executive Committee means the executive committee of the Owners Corporation.

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

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

Health Club means the area containing:

- a. the pool, spa and sauna including pumps and other equipment (and the rooms in which they are located) associated with their use, operation, maintenance and repair; and
- b. gymnasium and change rooms including all amenities, equipment, fixtures and fittings installed or otherwise provided or located in the gymnasium or change rooms, located on the upper basement level of the Building.

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

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

Lessee has the meaning given to it in the Development Act.

Lot means an Apartment or Utility Lot.

Lot Lease means the lease entered into by an Owner and the Authority in respect of an Apartment or a Utility Lot.

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

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

Owner means, if a leasehold interest exists in respect of an Apartment:

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

Owners Corporation means The Owners – Strata Plan No.

Public Art means the vinyl and paint artwork created by Sara Hughes which is applied to the walls in the main lobby in Building 1 and minor lobbies in Building 2 and Building 3 or any subsequent artwork that replaces it from time to time.

Rules means Rules made by the Owners Corporation according to by-law 26 ("Rules").

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

Services means the services running through or servicing an Apartment or Common Property including air, air conditioning, power, electricity, gas, water, sewerage, telecommunications, fire prevention equipment, fire sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

Storage Space means:

- a. that part of an Apartment; or
- b. a Utility Lot; or
- c. any part of the Common Property the subject of an Exclusive Use By-Law.

intended solely for storage and includes the floor and wire mesh enclosure around the Storage Space.

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

Strata Scheme means the strata scheme established within former lot 18 in DP1072418.

Utility Lot has the same meaning it has in section 68 of the Development Act and are the Storage Spaces that are designated as separate lots in the Strata Scheme.

31.2 Reference to certain terms

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

- a. **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- b. **(you)** the word "you" means an Owner or Occupier; and
- c. **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Building; and
- d. **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- e. **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- f. **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- g. **(executors, administrators, successors)** a particular person includes a reference to the

person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

- h. **(singular includes plural)** the singular included the plural and vice versa; and
- i. **(meaning not limited)** the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing as example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

31.3 Headings

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

31.4 Severability

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

31.5 Discretion in exercising rights

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

31.6 Partial exercise of rights

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

31.7 Remedies cumulative

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

Special By-Law 1

Transportation of goods

PART 1

GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions subject to the conditions set out in Part 3:
 - a. the power to make requirements for the use of the common property in relation to moving and transportation of Goods within the Lots and on and about the common property;
 - b. the power to charge and recover a fee for providing supervision services for the moving or transportation of any Goods;
 - c. the power to charge and apply the Bond; and
 - d. the duty to regulate the use of the lift.

PART 2

DEFINITIONS & INTERPRETATION

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

- a. Act means the *Strata Schemes Management Act, 1996*.
- b. Bond means the refundable bond in the amount of \$500.00 (or such other amount determined by

the Owners Corporation from time to time) payable to the Owners Corporation under clause 3.2(e) and subject to clause 3.3(b).

- c. Building means the building at 3 Darling Island Road Pyrmont NSW 2009.
- d. Building Manager means the Building Manager referred to in the by-laws registered with the strata plan.
- e. Goods means any furniture or large object (inclusive of crates, boxes and the like which contain any furniture, equipment or supplies).
- f. Lift means the common property lift allocated to an Owner or occupier for use in moving Goods in and/or out of the Building.
- g. Lot means any lot in strata plan 73910.
- h. Owner means the owner of the Lot.
- i. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 73910.

2.2 In this by-law, unless the context otherwise requires, a word which denotes:

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

2.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 3

CONDITIONS

3.1 An Owner or occupier of a Lot shall not transport any Goods through the common property without the prior written approval of the Owners Corporation or Building Manager under this bylaw.

3.2 An Owner or occupier must:

- a. apply to the Owners Corporation or Building Manager at least seven (7) days before any Goods are to be transported through the common property specifying the time and date for the proposed transportation of Goods;
- b. ensure that the transportation of the Goods is supervised by the Owner, occupier or some other person advised to the Owners Corporation;
- c. comply with the directions of the Owners Corporation or Building Manager in respect of the transportation of the Goods;
- d. ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this by-law;
- e. pay the Bond to the Owners Corporation (subject to deductions under clause 3.3(b));
- f. reimburse the Owners Corporation for all of its costs relating to the transportation of the Goods. These costs to include the attendance of the Building Manager, supervision of the transportation of the Goods outside the regular working days and hours from time to time of the Building Manager (pursuant to paragraph (h) below), costs of running the Lift, protective padding of the Lift, protection for common property flooring and the removal of same and inspection by the Building Manager to assess compliance with this by-law;
- g. only use the Lift directed by the Owners Corporation or Building Manager;
- h. only carry out the transportation of Goods between the hours of 9:00 am and 5:00pm Monday to Friday provided that if the transportation of the Goods is to take place outside these regular days or times, the Owners Corporation shall be entitled to charge and recover from the Owner or occupier a fee for such irregular attendance or supervision by the Owners Corporation or the Building Manager; ensure that the Lift and common property are left in a clean and tidy state after the transportation of the Goods has occurred in the opinion of the Building Manager or the Owners Corporation; and ensure that the transportation of the Goods does not interfere with or

damage the common property or the property of any other Owner or occupier and if this occurs the Owner or occupier must rectify that interference or damage within a reasonable period of time, at their own cost:

3.3 The Owners Corporation must:

- a. deal with any application under clause 3.2(a) in a timely manner; and
- b. within one (1) month of the transportation of the Goods return the Bond, or the balance (if any) remaining after the Owners Corporation's costs have been deducted under this by-law (including costs under clause 3.2(f), (h), (i) and (w).

PART 4

ENDURING OBLIGATIONS

4.1 An Owner or occupier:

- a. must comply with any approval or directions of the Owners Corporation given under this by-law;
- b. must comply with any approval or directions of the Building Manager given under this bylaw;
- c. remains liable for any damage to Lot or common property arising out of the transportation of the Goods; and
- d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the transportation of the Goods including in respect of the property of an Owner or occupier.

4.2 The Owners Corporation may demand payment from an Owner or occupier for any money outstanding under this by-law and recover this amount from the Owner or occupier as a debt due.

**Special By-Law 2
Renovation works**

PART 1.1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this bylaw.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2

- a. Notwithstanding anything contained in by-laws 5.2, 16, 17 & 22 applicable to the scheme, or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.
- b. If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

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

- a. Act means the *Strata Schemes Management Act, 1996*.

- b. Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- c. Building means 3 Darling Island Road, Pyrmont NSW 2009.
- d. Council means the Council of the City of Sydney.
- e. Demolition Plan means the demolition plan prepared by Caroline Choker Interior Design Project Management numbered "03" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- f. Drawings means:
 - i. the Demolition Plan;
 - ii. the Existing Floorplan; and
 - iii. the Proposed Floorplan.
- g. Existing Floorplan means the existing floorplan drawings prepared by Caroline Choker Interior Design Project Management numbered "01" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- h. Insurance means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and
 - iii. workers' compensation insurance.
- i. Lot means lots 88 and 108 in strata plan 73910. Owner means the owner(s) of the Lot.
- j. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 73910.
- k. Proposed Floorplan means the proposed floorplan drawings prepared by Caroline Choker Interior Design Project Management numbered "02" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- l. Works means the works to the Lot and the common property to be carried out in connection with the reconfiguration of the Lot from two 2 x bedroom apartments into a single 3 x bedroom apartment and other renovations and associated works to the Lot including:
 - i. removal of the existing internal boundary/inter-tenancy wall as depicted in the Demolition Plan;
 - ii. conversion of existing rooms;
 - iii. removal and replacement of existing hall flooring;
 - iv. installation of internal partitioning, new lighting and stacked sliding screens;
 - v. disconnection, relocation and alteration of existing plumbing and electrical services;
 - vi. application of water-proofing and membrane system with silicon sealing of all corners to all wet areas;

together with:

- A. reconnection of plumbing, electrical services as required;
- B. ancillary works to facilitate the works referred to in sub- paragraphs (i)-(vi) above;
- C. restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

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

PART 3

CONDITIONS

PART 3.1

BEFORE COMMENCEMENT

3.1 Before commencement of the Works the Owner must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- c. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- d. pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2

DURING CONSTRUCTION

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- a. comply with the requirements of any Authority;
- b. use duly licensed employees, contractors or agents to conduct the Works;
- c. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- d. ensure the Works are carried out expeditiously and with a minimum of disruption;
- e. carry out the Works between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- f. perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;
- g. transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- i. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j. not vary or increase the scope of the Works without first obtaining the consent in writing from the Owners Corporation and any Authority.

PART 3.3

AFTER CONSTRUCTION

3.3.1 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this

by-law; and

- e. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to determine compliance with this by-law or any consents provided under this by-law from time to time.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

PART 3.4

ENDURING RIGHTS AND OBLIGATIONS

3.4 The Owner:

- a. must maintain and upkeep the Works;
- b. must maintain and upkeep those parts of the common property in contact with the Works;
- c. remains liable for any damage to any lot or common property (including the Lot) arising out of the Works; and
- d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

PART 3.5

DEFAULT BY THE OWNER

3.5 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the Lot to carry out that work; and
- c. recover the costs of carrying out that work from the defaulting Owner.

PART 3.6

TRANSFER OF LOT

3.6 Notwithstanding anything contained in this by-law or any other by-law applicable to the scheme, if, after the passing of this by-law and the commencement of the Works, the Owner transfers:

- a. either Lot independently of the other; or
- b. both Lots to an owner wishing to utilise the Lots as two separate and distinct lots,

the Owner shall be liable at its sole cost and responsibility to reinstate the inter-tenancy wall referred to in clause 2.1 (m)(i) in so far as the common property is affected, if and when directed by the Owners Corporation.

Special By-Law 4

Timber & tile decking

- 1. It is inappropriate to maintain, renew replace or repair timber and tile decking installed on lot balconies at the scheme which form part of the common property.
- 2. The owners corporation's decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-Law 5

Exterior works

Grant of Right

1. Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner shall have the Special Privilege (at the Owner's cost and to remain the Owner's fixture) to maintain, renew, replace and keep in good and serviceable repair any Exterior Works existing or installed by them or the occupier of their Lot.

Definitions

2. In this by-law, unless the context otherwise requires:
 - a. **Act** means the Strata Schemes Management Act 1996.
 - b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
 - c. **Benefited Lot** means any lot at the scheme having attached to it Exterior Works that exclusively service that respective lot.
 - d. **Building** means the building situated at 3 Darling Island Road, Pymont NSW 2009.
 - e. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
 - f. **Council** means Council of the City of Sydney.
 - g. **Exterior Works** means the existing exterior works comprised of any timber and tile decking of Benefited Lot balconies which form part of the common property.
 - h. **Lot** means any Benefited Lot in Strata Plan No. 73910.
 - i. **Owner** means the owner for the time being of the Lot.
 - j. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
 - k. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property.

Interpretation

3. In this by-law, unless the context otherwise requires:
 - The singular includes the plural and vice versa;
 - Words implying any gender encompasses all genders;
 - Any terms in the by-law will have the same meaning as those defined in the Act; and
 - References to legislation include references to amending and replacing legislation.

This by-law to prevail

4. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

5. Owner's obligations:

An owner shall:

- a. Protect all affected areas of the Building outside the Lot from damage relating to the maintenance, renewal, repair and replacement of the Exterior Works;
- b. maintain, keep in good and serviceable repair and replace, if necessary, at the frequency directed by the Building Manager or Owners Corporation from time to time, any Exterior Works existing as at the date this by-law was passed or subsequently installed by them or the occupier of their Lot;
- c. maintain, at the frequency directed by the Building Manager or the Owners Corporation from time to time those parts of the common property in contact with the Exterior Works;
- d. keep the Exterior Works clean and tidy and free from rubbish;
- e. not and shall ensure its occupier if any does not:

- i. affix or attach anything to the External Works without obtaining prior written consent of the Owners Corporation; and
 - ii. paint or otherwise treat any External Works (except as is required in the proper discharge of the Owner's obligations under this by-law);
- f. perform its obligations in order to keep the Building to the standard commensurate with a prestige residential development;
- g. in relation to its obligations in this clause 5, use duly licensed employees, contractors or agents and ensure any works necessary or desirable are in keeping with the appearance of the Building and are carried out:
 - i. in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and any fire safety regulations;
 - ii. between the hours of 7.00am and 5.00pm Mondays - Fridays or between 8.30am and 12 midday on Saturday; and
 - iii. expeditiously and with a minimum of disruption;
- h. remain liable for any damage to the Lot or common property arising out of the installation, repair, replacement, maintenance or removal of the Exterior Works;
- i. repair and/or reinstate the common property or personal property of the Owners Corporation and cover all liabilities assumed by or which may affect an Owner according to this by-law; and
- j. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement, maintenance or removal of any Exterior Works including any liability in respect of the Benefited Lot or other property of the Owner.

Breach of this by-law

- 6. If an Owner fails to comply with any obligation under this by-law the owners corporation may:
 - a. Carry out all work necessary to perform that obligation; and
 - b. Recover the costs of such work from the Owner as a debt due.

Exterior works to remain property of the Owner

- 7. Any Exterior Works will always remain the property of the Owner, even though they may be installed by an occupier.

Owner's removal of Exterior Works

- 8. Nothing in this by-law permits an Owner to:
 - a. Remove any Exterior Works unless the Exterior Works are replaced in accordance with this by-law; or
 - b. Carry out Building Works without complying with By-law 16.

Applicability

- 9.
 - a. For the avoidance of doubt, this Special By-law applies to all Exterior Works installed prior to and after this by-law being made.
 - b. Empower EC to set the relevant standard of maintenance if (a) i & ii not resolved.

Special By-Law 6

Works to common property

Grant of Right

- 1. Notwithstanding anything contained in the by-laws applicable to the scheme, the Owners defined in this by-law shall have:
 - a. the Exclusive Use Right to exclusively occupy and use the common property as follows:

- i. Lot 35 - Lot 35 exclusive use area
- ii. Lot 36 - Lot 36 exclusive use area
- iii. Lot 56 - Lot 56 exclusive use area
- iv. Lot 88 and 108 - Lot 88 and 108 exclusive use area
- v. Lot 103 - Lot 103 exclusive use area
- b. the Special Privilege to carry out works to the common property within the defined exclusive use area subject to the conditions of this by-law.

Definitions

2. In this by-law, unless the context otherwise requires:
- a. **Act** means the Strata Schemes Management Act 1996.
 - b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Building including the Council.
 - c. **Benefited Lot** means lots 36, 36 56, 88, 108 and 103.
 - d. **Building** means the building situated at 3 Darling Island Road, Pyrmont NSW 2009.
 - e. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
 - f. **Council** means Council of the City of Sydney.
 - g. **Exclusive Use Area** means the exclusive use area respectively defined for Lots 35, 36, 56, 88, 103 and 108.
 - h. **Exclusive Use Rights** means a by-law creating a right to exclusive use and enjoyment of a specified part of the common property.
 - i. **Insurance** means:
 - i. Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. Insurance required under the Home Building Act 1989, to the value of the Works (if necessary); and
 - iii. Workers compensation insurance.
 - j. **Lot** means any Benefited Lot in Strata Plan No. 73910.
 - k. **Lot 35 exclusive use area** means that area marked red on the plan attached to this by-law and marked "1".
 - l. **Lot 36 exclusive use area** means that area marked red on the plan attached to this by-law and marked "2".
 - m. **Lot 56 exclusive use area** means that area marked red on the plan attached to this by-law and marked "3".
 - n. **Lot 88 and 108 exclusive use area** means that area marked red on the plan attached to this by-law and marked "4".
 - o. **Lot 103 exclusive use area** means that area marked red on the plan attached to this by-law and marked "5".
 - p. **Owner** means the owners of Lots 35, 36, 56, 88, 103 and 108.
 - q. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
 - r. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property
 - s. **Works** means works to the common property within the respectively defined exclusive use areas in connection with the refurbishment of the lift lobby, all of which is to be carried out strictly in accordance with this by-law, and By-law 16.

Interpretation

3. In this by-law, unless the context otherwise requires:
- a. The singular includes the plural and vice versa;
 - b. words implying any gender encompasses all genders;
 - c. any terms in the by-law will have the same meaning as those defined in the Act; and
 - d. references to legislation include references to amending and replacing legislation.

This by-law to prevail

4. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

The Works

5. The Works are defined in the Definitions, this clause provides a framework within which the Works may operate:
 - a. Structural
 - i. Structural elements in the lobby cannot be modified or impacted upon.
 - ii. Structural elements include studs battens beams, columns and concrete slabs.
 - b. Floor finishes
 - i. Existing services may be removed and replaced by other approved surfaces.
 - ii. Replacement surfaces are to have a minimum acoustic standard of Rw 55 and field rating of Rw 50 for airborne noise and IIC 55 for impact noise.
 - iii. Replacement finishes are limited to high quality carpet, stone, ceramic tiles or solid timber. Consent for such finishes are subject to appropriate acoustic insulation, details of which are to be provided in the application for approval.
 - c. Wall finishes
 - i. Wall linings may be removed and replaced with a lining of equal standard or better.
 - ii. Replacement surface must have acoustic and fire rating properties equal to or better than as-built finish.
 - iii. Existing linings may be painted or cladded with other approved materials.
 - d. Doors
 - i. Door frames will not be removed or interfered with.
 - ii. Doors may be replaced, with replacement doors complying with the appropriate fire rating performance for the particular location.
 - iii. Existing doors may be refinished by painting or by cladding with non-combustible material.
 - iv. Direction of door swing may not be modified, nor can the automatic closing device be removed from a door.
 - e. Lift surround
 - i. Lift surround and lift doors shall not be modified in any way.
 - f. Lighting
 - i. Existing lighting can be replaced with wall or ceiling lights.
 - ii. Up to 5 low voltage lamps can be used on the existing building circuit.
 - iii. Should more than 5 low voltage lights or should low voltage lights not be used, all lights are to be supplied from the owners supply circuit.
 - iv. Any penetrations of firewalls are to be fire rated.
 - v. Exit signs shall not be modified.
 - g. Services
 - i. Ceiling access panels are to be retained in their present location but may be resurfaced.
 - ii. Air conditioning register is not to be modified.
 - iii. Hydraulic, mechanical and electrical services in the ceiling and walls are not to be altered in any way.
 - h. Other fixtures
 - i. Fire Exit and Fire Hose Reel signage needs to be retained in accordance with Australian Standard Requirements.
 - ii. Skirting boards may be replaced with other materials and must be a minimum of 90mm high.
 - i. Fire Rating
 - i. If it is proposed to make changes to the apartment entry door or to the fire exit

door, the proposed changes are to be agreed in writing with the Owners Corporation's fire safety contractor and a copy of the agreement provided with the application.

- ii. On completion of the Works a certificate of compliance from the Owners Corporation's fire safety contractor shall be supplied to the Executive Committee.
- iii. All costs incurred by the fire safety contractor are to be met by the Owner.

Before Commencement

6. Before commencement of the Works the Owner must:

- a. Subject to the submission to the Owners Corporation of appropriate plans, drawings and description of materials and works, obtain the consent of the owners corporation to undertake the works in accordance with By-law 16;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- c. provide the Owners corporation's nominated representative(s) access to inspect the exclusive use area within forty eight (48) hours of any request from the Owners Corporation;
- d. effect and maintain Insurance and provide a copy to the owners corporation; and
- e. pay the owners corporation reasonable costs in preparing making and registering this by-law, including legal and strata management costs.

During Construction

7. During construction of the works, the Owner at the relevant time must:

- a. Comply with the requirements of any Authority;
- b. use duly licensed employees, contractors or agents to conduct the Works;
- c. ensure the works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards
- d. ensure the Works are conducted expeditiously and with a minimum of disruption to other occupants;
- e. carry out the Works between the hours of 7.00am and 5.00pm Mondays to Fridays or between 8.30am and 12 midday on Saturday or at such other times as reasonably approved by the Owners Corporation. No works shall be carried out on Sundays or public holidays;
- f. perform the Works within 1 calendar month from their commencement, or such other period as may be reasonably approved by the owners corporation;
- g. transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise directed by the Owners Corporation or the Building Manager;
- h. protect all affected areas of the Building outside the respective lot exclusive use area from damage relating to the Works or the transportation of construction materials, equipment and debris;
- i. ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time and to the Owners Corporation's satisfaction;
- j. provide the Owners Corporation's nominated representative access to inspect the exclusive use area within 24 hours of any request from the Owners Corporation.
- k. not vary or increase the scope of the works approved under this by-law or By-law 16 without first obtaining the consent in writing from the Owners Corporation and any other Authority.

After the Works

8. After the Works have been completed the Owner must without reasonable delay:

- a. Notify the owners corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to any lot or common property

- caused by the Works and not permitted by this by-law has been rectified;
 - c. provide the Owners Corporation with a copy of all certificates or certification required by an Authority to approve the Works;
 - d. provide the Owners Corporation with certification from a suitably qualified engineer, approved by the Owners Corporation, that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
 - e. provide the Owners Corporation's nominated representative access to inspect the Works within 48 hours of any request from the Owners Corporation to determine compliance with this by-law or any consents provided under this by-law from time to time.
9. **The Owner:**
- a. Must maintain and upkeep the Works;
 - b. must maintain and upkeep those parts of the common property in contact with the Works;
 - c. remains liable for any damage to any lot or common property arising out of the Works, and
 - d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

Lots 88 and 108

10. If after the passing of this by-law the owner of Lots 88 and 108 transfers:
- a. Either Lot 88 or Lot 108 independently of the other; or
 - b. both Lots 88 and 108 to an owner or owners wishing to utilise the lots as 2 separate and distinct lots,

the owner of Lots 88 and 108:

- c. Cease to have the benefit of the Right of Exclusive Use and the Special Privilege as granted by this by-law, and
 - d. if Works under this by-law were undertaken, must make good the area of common property within the defined exclusive use area for Lots 88 and 108 granted under this by-law to a standard to other similar areas of common property and to the satisfaction of the Owners Corporation, within 6 weeks of any such transfer.
11. Upon:
- a. Cessation of rights granted under this by-law; and
 - b. make good of the common property to a standard acceptable to the owners corporation in accordance with this by-law, if necessary, then

the Owners Corporation will be responsible for the continuing maintenance and upkeep of the common property.

General

12. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- a. Carry out all work necessary to perform that obligation;
 - b. enter upon the defined exclusive use area or the Owner's Lot to carry out that work; and
 - c. recover the costs of carrying out that work from the defaulting Owner.
13. The Owners Corporation will continue to keep clean and maintain that part of the common property within the defined exclusive use areas until Work commences in accordance with this by-law.
14. When Work is commenced by the Owner in accordance with this by-law, the Owner from this time is responsible for the maintenance of the defined exclusive use area, including cleaning of this area.
15. The Owner is to ensure no Works impact upon the ability of the Owners Corporation, its agents,

employees or contractors, in gaining access to any services or service access points within the defined exclusive use areas

16. Any additional costs incurred by the Owners Corporation as a result of such work impacting on access to services or service access points are to be reimbursed to the Owners Corporation by the Owner within 14 days of service of a demand by the Owners Corporation.
17. The Owners Corporation will limit the Works to be completed under this by-law to 2 exclusive use areas per building per calendar year, carried out concurrently or individually, or as otherwise may be reasonably determined by the Owners Corporation.
18. The Owners are bound by By-laws 23 and 28. Nothing in this By-law relieves an Owner from complying with the obligations under By-laws 23 and 28
19. If after the passing of this by-law, any Owner seeks to transfer the title of the Benefited Lot, the Owner shall attach a copy of this by-law to the Contract of Sale for the Lot.

Annexure below

Special By-Law 7

Works - Balustrades

1. The Owner's Corporation is authorised to add common property in the Works, which is defined in the following manner:
 - a. *attach a suitable and compliant to Australian Standards polished metal railing of a suitable finish to the existing common property balustrades.*
 - b. The railing is to be affixed to the glass balustrade and the common property structure adjacent to the glass balustrade.
2. The owners corporation is authorised to make any application, complete forms, prepare plans and pay any fee necessary to make an application for development consent to the City of Sydney to undertake the works to balustrades if such development consent is required.
3. The owners corporation delegates authority to the strata managing agent to complete and attach the seal of the owners corporation to the documents referred to in paragraph 2.
4. The owners corporation is to ensure all works are covered by the required statutory insurance and any contractor engaged provides evidence it holds the required building licence and it hold current workers compensation insurance, public liability insurance and home warranty insurance pursuant to the Home Building Act 1989 is obtained.
5. When any of the by-law terms are defined in the Strata Management Schemes Act 1996, they will have the same meaning as those words are attributed under the Act.

In this by-law, except when the context otherwise requires:

- The singular includes the plural and vice versa.
- Words implying any gender encompasses all genders, and
- References to any statutory rule or regulation include any variation, re-enactment or replacement of that statutory rule or regulation.

Special By-Law 8

Common property - works

Rights

1. The owners under this by-law are the owners as defined in the definitions.
2. Owners will have access to common MATV services.

Definitions

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

- a. Act means the Strata Schemes Management Act 1996
- b. Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Building including the Council
- c. Building means 3 Darling Island Road, Pyrmont NSW 2009
- d. Council means Council of the City of Sydney
- e. Lots means Lot 1 to Lot 108 in Strata Plan 73910
- f. MATV System means the common property infrastructure which supports the Master Antenna Television network
- g. MATV Service means the high definition digital television content delivered to each apartment sourced from free to air channels and from Foxtel, or other commercial providers.
- h. Owners means the owners for the time being of Lots 1 to 108 in Strata Plan 73910.
- i. Owners corporation means the owners corporation created by the registration of Strata Plan No. 73910
- j. Works means the works to common property to be carried out in connection with the upgrade of the MATV system including:
 - a. Installation of new cabling between the roof of Building 1 and the Equipment Room in Basement 1.
 - b. Installation of a new Transparent Digital Modulation head end in the Equipment Room
 - c. Installation of new multi-switches in Communications Cupboards in Buildings 1, 2 and 3
 - d. Removal of redundant equipment.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under the Act, In this by-law, except when the context otherwise requires:

- The singular includes the plural and vice versa
- Words implying any gender encompasses all genders, and
- References to any statutory rule or regulation include any variation, re-enactment or replacement of that statutory rule or regulation.

Conditions

1. The Owners Corporation is to determine what works are to be undertaken with respect to the upgrade of the MATV System and the ongoing repair and maintenance
2. The Owners Corporation is responsible for the engagement of contractors and any other entity necessary to carry out and complete the works.
3. The Owners Corporation is to ensure all works comply with the requirements of any Authority, use licensed contractors, and ensure the Works are carried out in a proper and workmanlike manner.
4. The Owners Corporation is to continue to be responsible for the proper maintenance of the common property subject to this by-law.
5. Any cost incurred by the Owners Corporation in completing the Works is to be repaid to the Owners Corporation by the Owners. Any such costs are to be invoiced to the Owners by the Owners Corporation in accordance with the by -laws.
6. The cost of the Works is to be funded from the Sinking Fund.

Special By-Law 9 Works - Shading

Grant of Right

1. Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner shall have the Special Privilege (at the Owner's cost and to remain the Owner's fixture) to install and attach to common property, maintain, renew, replace and keep in good and serviceable repair the Shading Works for the Lot specified.
2. The owner of a Lot may install, in accordance with the terms of this by-law, Shading Works as specified for each respective Lot.

Definitions

3. In this by-law, unless the context otherwise requires:
 - a. **Act** means the Strata Schemes Management Act 199
 - b. **Application fee** means the fee as described in clause 19.
 - c. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
 - d. **Benefited Lot** means any lot referred to in the schedule attached to this by-law that undertakes work pursuant to this by-law.
 - e. **Building** means the building situated at 3 Darling Island Road, Pyrmont NSW 2009.
 - f. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
 - g. **Council** means Council of the City of Sydney.
 - h. **Development approval** means D/2009/471/A of the City of Sydney.
 - i. **Lot** means any Lot in Strata Plan No. 73910.
 - j. **Owner** means the owner for the time being of the Lot.
 - k. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
 - l. **Shading Works** means the works including shutters, pergolas, glass panels, skylights and skytubes as described in the PTW Architect drawings referenced in Schedules 1, 2, 3 and 6, and the external venetians of the type specified in the JWI Louvers (NSW) Pty Ltd drawing dated 9 June 2010, job no. 10058, drawing No. A01-0 referred in Schedules 4 and 5.
 - m. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property

Interpretation

4. In this by-law, unless the context otherwise requires:
 - The singular includes the plural and vice versa;
 - Words implying any gender encompasses all genders;
 - Any terms in the by-law will have the same meaning as those defined in the Act; and
 - References to legislation include references to amending and replacing legislation.

This by-law to prevail

5. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

6. The owner of a Lot specified in Schedule 1 may install the shutters and/or pergolas specified for the type of balcony as defined in PTW Architect drawings included in that schedule, subject to the terms of this by-law.
7. The owner of a Lot specified in Schedule 2 may install the glass panels specified for the type of

balcony as defined in the PTW Architect drawings included in that schedule, subject to the terms of this by-law.

8. The owner of a Lot specified in Schedule 3 may install the skylights and/or skytubes specified for the particular Lot as defined in the PTW Architect drawings included in that schedule, subject to the terms of this by-law.
9. The owner of a Lot specified in Schedule 4 may install the external venetian mechanism of the type as specified in the drawings of JWI Louvres (NSW) Pty Ltd dated 9 June 2010, job no. 10058, drawing No. A01-0 subject to the terms of this by-law.
10. The owner of a Lot specified in Schedule 5 may install the external venetian mechanism of the type as specified in the drawings of JWI Louvres (NSW) Pty Ltd dated 9 June 2010, job no. 10058 drawing No. A01-0, subject to the terms of this by-law.
11. The Shading Works are to be installed in accordance with the following:
 - a. The PTW Architect Drawings specified in this by-law, including the drawing referring to the particular Lot in Schedules 1, 2 and 3.
 - b. Materials and colours in accordance with the sample boards tabled at the general meeting at which this by-law is passed, or as specified by the executive committee and to be held in the building managers office.
 - c. The Construction Certificate to be obtained pursuant to this by-law.
 - d. The PTW Architect Drawings in Schedule 6 noted as Reference Plans.
12. The Shading Works are to be completed in accordance with Development Approval No. D/2009/471/A of the City of Sydney.
13. The owners corporation will delegate the authority to the managing agent to execute and place the owners corporation's seal on any document necessary to obtain the necessary development consent to undertake the works listed in Schedule 5.
14. No work specified in Schedule 5 can be commenced until the necessary development consent is obtained.
15. A Lot owner is only to engage a contractor nominated by the executive committee to install the Shading Works.
16. On completion of the building works, the Lot owner is to obtain an engineer's certificate for the work completed to be submitted to the PCA in order for an Occupancy Certificate to be issued.
17. The PCA may require further works to be carried out by the Lot owner or its contractor prior to issuing either the Construction Certificate or the Occupancy Certificate.
18. All costs incurred by the PCA in issuing a Construction Certificate or an Occupancy Certificate are to be met by the lot owner.

Costs to Owners Corporation

19. Any Lot owner seeking to undertake Shading Works is required to make payment to the owners corporation. Such payment (Application Fee) is to be made as follows:

- a. Shutters, External Venetians and Pergolas

Application fee	\$1,872.00
-----------------	------------

- b. Glass Panels

Application fee	\$1,365.00
-----------------	------------

20. The Application Fee is to be reviewed annually by the executive committee with the executive committee having the authority to either increase or decrease the amount of the payment required.
21. The executive committee may waive the Application Fee payable by any Lot owner that has contributed to the cost of preparing the Development Approval.

General

22. Any Lot owner(s) wanting to undertake the Shading Works are to provide the following to the owners corporation.

- i. A letter:
 - a. Seeking permission to use D/2009/471/A;
 - b. confirming compliance with this by-law; and
 - c. consenting to the Shading Works under this by-law being undertaken to the owner(s) Lot.
 - ii. Payment of the Application Fee.
23. All plans specifications, drawings, sample boards and other documents relevant to the Shading Works are to be kept in the Building Managers office.
24. No Shading Works to any Lot is to be commenced without the written consent of the owners corporation.

Owner's obligations

25. An owner shall:
- a. Protect all affected areas of the Building outside the Lot from damage relating to the maintenance, renewal, repair and replacement of the Shading Works;
 - b. maintain, keep in good and serviceable repair and replace, if necessary, at the frequency directed by the Building Manager or Owners Corporation from time to time, any Shading Works existing as at the date this by-law was passed or subsequently installed by them or the occupier of their Lot;
 - c. maintain, at the frequency directed by the Building Manager or the Owners Corporation from time to time those parts of the common property in contact with the Shading Works;
 - d. keep the Shading Works clean and tidy and free from rubbish;
 - e. not and shall ensure its occupier if any does not:
 - i. affix or attach anything to the Shading Works without obtaining prior written consent of the Owners Corporation; and
 - ii. paint or otherwise treat any Shading Works (except as is required in the proper discharge of the Owner's obligations under this by-law);
 - f. perform its obligations in order to keep the Building to the standard commensurate with a prestige residential development;
 - g. in relation to its obligations in this clause 5, use duly licensed employees, contractors or agents and ensure any works necessary or desirable are in keeping with the appearance of the Building and are carried out:
 - i. in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and any fire safety regulations;
 - ii. between the hours of 8.30am and 5.30pm Mondays - Fridays or between 8.30am and 12 midday on Saturday; and
 - iii. expeditiously and with a minimum of disruption;
 - h. remain liable for any damage to the owners lot or any other lot or common property arising out of the installation, repair, replacement, maintenance or removal of the Shading Works;
 - i. repair and/or reinstate the common property or personal property of the Owners Corporation and cover all liabilities assumed by or which may affect an Owner according to this by-law;
 - j. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement, maintenance or removal of any Shading Works including any liability in respect of the Benefited Lot or other property of the Owner; and
 - k. comply with all obligations under by-law 16.
 - l. The Lot owner will produce to the Owners Corporation copies of all certificates obtained in compliance with this by-law.

Breach of this by-law

26. If an Owner fails to comply with any obligation under this by-law the owners corporation may:
- a. Carry out all work necessary to perform that obligation; and

- b. recover the costs of such work from the Owner as a debt due.

Shading Works to remain property of the Owner

27. Any Shading Works will always remain the property of the Owner.

Owner's removal of Shading Works

28. Nothing in this by-law permits an Owner to:
 - a. Remove any Shading Works unless the Shading Works are replaced in accordance with this by -law; or
 - b. Carry out Building Works without complying with By-law 16.

Applicability

29. For the avoidance of doubt, this Special By-law applies to all Shading Works installed after this by-law is made.

Annexure below

Special By-Law 10 Helioscreens

1. The owners corporation will take the necessary action to remove the helioscreens as and when required taking into account the physical condition of the helioscreens.
2. Any Lot owner upon the removal of the helioscreens may install a shading mechanism in accordance with the Shading Works by-law.

Special By-Law 11

Installation of 3 phase electricity - Lot 48

On the conditions set out in this by-law, the owner for the time being of Lot 48 ("the owner") shall have a special privilege in respect of the common property to install wiring or cabling to facilitate a 3 Phase Electricity connection from the common property switchboard to Lot 48 to service the lot.

The undertaking of this addition is referred to in this by-law as "the works".

Conditions:-

1. Before carrying out the works, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council;
2. Any wiring or cabling installed during the works must not be visible on the surface of any wall of the common property without the prior written consent of the owners corporation; and
3. In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:-
 - i. ensure that the works are installed in a proper and workmanlike manner by a licensed tradesman at the expense of the owner;
 - ii. ensure that the works, once installed, do not impede or restrict access to services to the parcel;
 - iii. comply with all conditions and requirements of the local Council or other authority, Tribunal or Court having jurisdiction concerning the works; and
 - iv. comply with all instructions and recommendations of the manufacturer;
 - v. comply with the Building Code of Australia and all pertinent Australian Standards;
 - vi. not obstruct nor allow the obstruction of reasonable use of the common property by building materials, tools, machines, debris or motor vehicles and;
4. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
5. The owner must maintain the works in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 6).
6. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any expense or liability pursuant to Sections 65(6) of the Strata Schemes Management Act 1996 in respect of the works. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
8. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expenses.

Special By-Law 12

Electronic notices

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-Law 13

Foyer Renovation

Introduction

1. This by-law is made pursuant to sections 52 and 65A of the Strata Schemes Management Act 1996.
2. The purpose of this by-law is to allow 2 lot owners that share a common property foyer, granting access to their respective lots, subject to consent from the Executive Committee and the terms of this by-law, to renovate the foyer area.
3. Costs of the foyer renovation and ongoing repair, maintenance and replacement, are to be shared by the 2 lot owners undertaking the renovation works.
4. Until such time as the rights and obligations granted by this by-law become effective, the Owners Corporation is responsible for the maintenance and repair of the common property foyer areas.

Definitions

5. In this by-law, unless the context otherwise requires:
 - a. **Act** means the Strata Schemes Management Act 1996.
 - b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Building including the Council.
 - c. **Benefitted Lot** means those lots listed in Schedule A annexed hereto.
 - d. **Building** means the building situated at 3 Darling Island Road, Pymont NSW 2009.
 - e. **Building Manager** means the Building Manager referred in the by-laws registered with the strata plan.
 - f. **Exclusive Use Area** means the exclusive use area respectively defined for the Benefitted Lots in Schedule A annexed hereto and noted on the plans in Schedule B.
 - g. **Executive Committee** means the committee duly elected to act as the executive committee pursuant to the Act for this Owners Corporation.
 - h. **Insurance** means:
 - i. Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. Insurance required under the Home Building Act 1989, to the value of the Works (if necessary); and
 - iii. Workers compensation insurance.
 - i. **Lot** means any Benefitted Lot in Strata Plan No. 73910.
 - j. **Owner** means the owners of the Benefitted Lots.
 - k. **Owners Corporation** means the owners corporation created by the registration of The Owners - Strata Plan No. 73910.
 - l. **Works** means works to the common property as approved by the Executive Committee within the respectively defined exclusive use areas in connection with the refurbishment of a lift lobby, all of which is to be carried out strictly in accordance with this by-law, and By-law 16.

Interpretation

6. In this by-law, unless the context otherwise requires:
 - a. the singular includes the plural and vice versa;
 - b. words implying any gender encompasses all genders;
 - c. any terms in the by-law will have the same meaning as those defined in the Act; and
 - d. references to legislation include references to amending and replacing legislation.

Grant of Right

7. Notwithstanding anything contained in the by-laws applicable to the scheme, the Owners defined in this by-law, once written consent is granted, shall have:
 - a. the joint Exclusive Use Right to exclusively occupy and use the common property as

noted in Schedule A annexed hereto.

- b. the right to add to and/or alter the common property within the defined exclusive use area subject to the conditions of this by-law.

Conditions

The Works

- 8. The Works are defined in the Definitions, this clause provides a framework within which the Works may operate:

- a. **Structural**

- i. Structural elements in the lobby cannot be modified or impacted upon.
- ii. Structural elements include studs, battens, beams, columns and concrete slabs.

- b. **Floor Finishes**

- i. Existing services may be removed and replaced by other approved surfaces.
- ii. Replacement surfaces are to have a minimum acoustic standard of Rw 55 and filed rating of Rw 50 for airborne noise and IIC 55 for impact noise.
- iii. Replacement finishes are limited to high quality carpet, stone, ceramic tiles or solid timber. Consent for such finishes are subject to appropriate acoustic insulation, details of which are to be provided in the application for approval.

- c. **Wall Finishes**

- i. Wall linings may be removed and replaces with a lining of equal standard or better.
- ii. Replacement surface must have an acoustic and fire rating properties equal to or better than as-built finish.
- iii. Existing lining may be painted or clad with other approved materials.

- d. **Doors**

- i. Door frames will not be removed or interfered with.
- ii. Doors may be replaced with replacement doors complying with the appropriate fire rating performance for the particular location.
- iii. Existing doors may be refinished by painting or by cladding with non-combustible material.
- iv. Direction of door swing may not be modified, nor can the automatic closing function be removed from a door.

- e. **Lift Surround**

- i. Lift surround and lift doors shall not be modified in any way.

- f. **Lighting**

- i. Existing lighting can be replaced with wall or ceiling lights.
- ii. Up to 5 low voltage lamps or should low voltage lamps not be used, all lamps are to be supplied from the owners supply unit.
- iii. Any penetrations of firewalls are to be fire rated.
- iv. Exit signs shall not be modified.

- g. **Services**

- i. Ceiling access panels are to be retained in their present location but may be resurfaced
- ii. Air conditioning register is not to be modified.
- iii. Hydraulic, mechanical and electrical services in the ceiling and walls are not to be altered in any way.

- h. **Other Fixtures**

- i. Fire Exit and Fire Hose Reel signage needs to be retained in accordance with Australian Standard Requirements.
- ii. Skirting boards may be replaced with other materials and must be a minimum of 90mm high.

- i. **Fire Rating**

- i. If it is proposed to make changes to the apartment entry door or to the fire exit door, the proposed changes are to be agreed in writing with the Owners Corporation's fire safety contractor and a copy of the agreement provided with the

- application.
- ii. On completion of the Works a certificate of compliance from the Owners Corporation's fire safety contractor shall be supplied to the Executive Committee.
- iii. All costs incurred by the fire safety contractor are to be met by the Owner.

Before Commencement

- 9. Consent will not be granted by the Executive Committee under this by-law if the required documents listed in clause 10 are not produced.
- 10. No work is to be commenced by an Owner prior to receiving the written consent of the Executive Committee.
- 11. Before commencement of the Works, the Owner must:
 - a. Obtain the consent of the Executive Committee;
 - b. To enable the Executive Committee to determine the consent, the Owners must submit to the Executive Committee the following documents:
 - i. appropriate plans, drawings and description of materials and works, obtain the consent of the Owners Corporation to undertake the works in accordance with By-law 16.
 - ii. all necessary approvals from any Authorities;
 - iii. copies of certificates of insurance obtained for the duration of the Works.
 - iv. a completed consent document in the form enclosed as Schedule C.
 - c. Provide the Owners Corporation's nominated representative(s) access to inspect the exclusive use area within forty eight (48) hours of any request from the Owners Corporation;
 - d. Effect and maintain Insurance and provide a copy to the Owners Corporation.

During Construction

- 12. During construction of the works, the Owner at the relevant time must:
 - a. Comply with the requirement of any Authority;
 - b. Use duly licensed employees, contractors or agents to conduct the Works;
 - c. Ensure the works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
 - d. Ensure the Works are conducted in proper and expeditiously and with a minimum of disruption;
 - e. Carry out the Works between the hours of 8.30am and 5.30pm Mondays to Fridays or between 8.30am and 12 midday on Saturday or at such other times as reasonably approved by the Owners Corporation;
 - f. Perform the Works within 1 calendar month from their commencement, or such other period as may be reasonably approved by the Owners Corporation;
 - g. Transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise described by the Owners Corporation of the Building Manager.
 - h. Protect all affected areas of the Building outside the respective lot exclusive use area from damage relating to the Works or the transportation of construction material, equipment and debris;
 - i. Ensure that the works do not interfere with or damage the common property or the property of any other low owner other than as approved in this by-law and if this happens the Owner must rectify that interference of damage within a reasonable period of time;
 - j. Provide the Owners Corporation's nominated representative access to inspect the exclusive use area within 24 hours of any request from the Owners Corporation.
 - k. Not vary or increase the scope of the works approved under this by-law or By-law 16 without first obtaining the consent in writing from the Owners Corporation and any Authority.

After the Works

13. After the works have been completed the Owner must without reasonable delay:
 - a. Notify the Owners Corporation that the Works have been completed;
 - b. Notify the Owners Corporation that all damage, if any to any lot or common property caused by the Works and not permitted by this by-law has been rectified;
 - c. Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
 - d. Provide the Owners Corporation with certification from a suitably qualified engineer, approved by the Owners Corporation, that the works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
 - e. Provide the Owners Corporation's nominated representative access to inspect the Works.
14. The Owner:
 - a. Must remain and upkeep the Works;
 - b. Must maintain and upkeep those parts of the common property in contact with the Works;
 - c. Remains liable for any damage to any lot or common property arising out of the Works; and
 - d. Indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

General

15. Until such time as:
 - a. the 2 Benefited Lot owners in question complete required documentation (including the required consent) and submit the documentation to the Executive Committee; and
 - b. the written consent of the Executive Committee is provided to the Benefited Lot owners;

the Owners Corporation is responsible for the maintenance and repair of the foyer areas as is required pursuant to section 62 of the Act.
16. The Owners granted the joint rights pursuant to this by-law agree to share equally all costs, however incurred, by the Owners pursuant to this by-law.
17. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - a. Carry out all work necessary to perform that obligation;
 - b. Enter upon the defined exclusive use area or the Owner's Lot to carry out that work; and
 - c. Recover the costs of carrying out that work from the defaulting Owner as a debt.
18. The Owners Corporation will continue to keep clean and maintain that part of the common property within the defined exclusive use areas until work commences in accordance with this by-law.
19. When Work commences by the Owner in accordance with this by-law, the Owner from this time is responsible for the maintenance of the defined exclusive use area, including cleaning of this area.
20. The Owner is to ensure no Works impact upon the ability of the Owners Corporation, its agents, employees or contractors, gaining access to any service or service access point within the defined exclusive use areas.
21. Any additional costs incurred by the Owners Corporation as a result of such work impacting on access to services or service access point are to be reimbursed to the Owners Corporation by the Owner within 14 days of service of a demand by the Owners Corporation.
22. The Owners Corporation will limit the Works to be completed under this by-law to 2 exclusive use areas per building per calendar year, or as otherwise may be reasonably determined by the Owners Corporation.
23. The Owners are bound by By-laws 23 and 28. Nothing in this by-law relieves an Owner from complying with the obligations under by-laws 23 and 28.
24. If after the passing of this by-law, any Owner seeks to transfer the title of the Benefited Lot, the Owner shall attach a copy of this by-law to the Contract of Sale for the Lot.

Annexure below

Special By-Law 14

Works - Lot 31

On the conditions set out in this by-law, the owner for the time being of Lot 31 ("the owner") shall have a special privilege in respect of the common property to undertake the following alterations and additions:-

Enclosure of existing pergola to accommodate a bedroom extension; and construction of new pergola with louvre screens as shown in the drawings prepared by PTW Architects, dated 28 June 2011 and attached to this by-law and marked Annexure "A".

The undertaking of these alterations and additions is referred to in this by-law as "the works".

Conditions:-

Before the Works

1. Before starting the works, the owner must provide the Owners Corporation with:
 - i. a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - ii. a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - iii. a copy of the certificate of insurance relating to the works, if required under s.92 of the *Home Building Act 1989*;
 - iv. evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party; and
 - v. a certificate from a structural engineer, independent of the owner, in favour of the Owners Corporation certifying that the carrying out of the works will not affect the structural integrity or the waterproofing of the building.

The Works

2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - i. use best-quality and appropriate materials, in a proper and skilful manner;
 - ii. comply with all conditions and requirements of the local Council;
 - iii. comply with the Building Code of Australia and all pertinent Australian Standards;
 - iv. comply with any conditions of the certificate referred to in condition 1.v);
 - v. comply with the reasonable requirements of any building consultant engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with paragraphs (i) to (vi) of this condition, and who may have access to the lot for this purpose;
 - vi. not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the works, by building materials, tools, machines, debris or motor vehicles;
 - vii. comply with any reasonable requirement of the Owners Corporation:
 - a. concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris; and
 - b. concerning storage of materials and debris; and
 - viii. carry out the works between 8.00am and 4.00pm on Monday to Friday (inclusive), and from 8.00am to 1.00pm Saturday, excluding public holidays.
 - ix. ensure that building materials and debris are not brought into, or taken out of, the building before 9.00am; and
 - x. ensure that any building works involving demolition, the use of jack hammers, masonry

drills or other noisy work is not undertaken before 9.00am or on weekends.

Any additional building works undertaken under paragraph (iv) or (v) of this condition shall form part of the building works for the purposes of this by-law.

3. The owner or occupier may not make any changes to the plans and specifications for the works without the prior written consent of the Owners Corporation and, if required, the local Council.
4. The Owners Corporation may engage an engineer or building consultant to assess and review the changes to the plans and specification for the building works. The owner or occupier must pay the engineer's or building consultant's fees on demand.

Occupational Health & Safety

5. The owner must ensure that all workers attend a site induction and sign a workers authorisation form.
6. The owner must ensure that at least two business days prior written notification is given to the Building Manager of any building works that could pose a risk to pedestrian traffic within or outside the building.
7. The owner is responsible for rectifying all occupational health and safety requirements, other than those addressed in the site induction.

Repair & Maintenance

8. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under s.62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
9. The owner must maintain and upkeep those parts of the common property in contact with the Works;
10. The owner must maintain the improvements installed in the course of the works (including fixtures and fittings installed as part of the works) in a state of good and serviceable repair, and must renew or replace them whenever necessary.

Damage

11. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

12. The Owner must indemnify the Owners Corporation against any liability, claim, action or expense arising out of or in respect of:
 - i. the works, including any liability under s.65(6) of the *Strata Schemes Management Act 1996* for damage to the improvements installed in the course of the works;
 - ii. the supervision or inspection of the works under condition 2.v).

For the purposes of this condition, the certificate of the Owners Corporation's insurer or insurance broker will be conclusive evidence of the fact and the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Notices

13. The owner at his own expense must comply with any requirement or notice concerning the works issued by the local Council, or a Tribunal or Court having jurisdiction.

Applicability

14. For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future

owners of the respective Lot.

Costs

15. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration and enforcement of this by-law.

Annexure below

Special By-Law 15

Installation of 3 phase electricity - Lot 49

On the conditions set out in this by-law, the owner for the time being of Lot 49 ("the owner") shall have a special privilege in respect of the common property to install wiring or cabling to facilitate a 3 Phase Electricity connection from the common property switchboard to Lot 49 to service the lot.

The undertaking of this addition is referred to in this by-law as "the works".

Conditions:-

1. Before carrying out the works, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council;
2. Any wiring or cabling installed during the works must not be visible on the surface of any wall of the common property without the prior written consent of the owners corporation; and
3. In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:-
 - i. ensure that the works are installed in a proper and workmanlike manner by a licensed tradesman at the expense of the owner;
 - ii. ensure that the works, once installed, do not impede or restrict access to services to the parcel;
 - iii. comply with all conditions and requirements of the local Council or other authority, Tribunal or Court having jurisdiction concerning the works; and
 - iv. comply with all instructions and recommendations of the manufacturer;
 - v. comply with the Building Code of Australia and all pertinent Australian Standards;
 - vi. not obstruct nor allow the obstruction of reasonable use of the common property by building materials, tools, machines, debris or motor vehicles and;
4. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
5. The owner must maintain the works in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 6).
6. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any expense or liability pursuant to Sections 65(6) of the Strata Schemes Management Act 1996 in respect of the works. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
8. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expenses.

Special By-Law 16 Works - Lot 49

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. **Act** means the Strata Schemes Management Act 1996.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Drawing** means Drawings 1 to 5 tabled at the meeting at which this by-law was passed and attached to this by-law and marked "A".
- e. **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the *Home Building Act 1989* (if any); and
 - iii. workers' compensation insurance.
- f. **Lot** means lot 49 in strata plan 73910;
- g. **Owner** mean(s) the owner(s) of the Lot.
- h. **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - i. installation of a storage room in the living room as shown in Drawing 1;
 - ii. alteration of the wall location either side of entry door as shown in Drawing 1;
 - iii. relocation of the entry door to the master bedroom as shown in Drawing 1;
 - iv. installation of new tiles for all hard floor areas, and tiles on the walls of each of the bathrooms;
 - v. installation of new vanities and sinks in each of the bathrooms;
 - vi. adjustment of all doors, including entry door as required for increased floor height from installation of new tiles;
 - vii. installation of new shelves and desk as shown in Drawing 3;
 - viii. installation of new wardrobes in the master bedroom as shown in Drawing 4 with amendments to the bulkhead above the wardrobe as shown;
 - ix. installation of new sliding panels in the master bedroom as shown in Drawing 4;
 - x. removal of existing kitchen and installation of new kitchen as shown in Drawing 5;
 - xi. installation of new lighting;
 - xii. installation of electric heaters on the ceiling of the western balcony; and
 - xiii. disconnection, relocation and alteration of existing plumbing and electrical services;

together with ancillary works to facilitate the works described in sub paragraphs i) to xii) above, the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the drawings attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 7:00am and 5:30pm Monday -Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- g. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- h. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- i. provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- j. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law; and
- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure below

Special By-Law 17

Works - Lot 31

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. **Act** means the Strata Schemes Management Act 1996.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the *Home Building Act 1989* (if any); and
 - iii. workers' compensation insurance.
- e. **Lot** means lot 31 in strata plan 73910;
- f. **Owner** mean(s) the owner(s) of the Lot.
- g. **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - removing existing sliding doors adjoining balcony (referred to Strata Plan 73910 as a "terrace") and installing new sliding doors on balcony to extend dining room;
 - installing closed sun room under existing vergola;
 - together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 8:30am and 5:30pm Monday -Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- g. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j. provide the owners corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by law; and

- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure below

Special By-Law 18

Child window safety devices

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata

scheme by providing the owners corporation with the power to:

- a. install Child Window Safety Devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2

GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3

DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont
- d. **Child Window Safety Device** means the installation of:
 - i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
 - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).

f. **Lot** means any individual lot in strata plan 73910.

g. **Owner** means owner of a Lot.

3.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4

INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.

4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5

ACCESS

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and
- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the

contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6

MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- c. If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

Special By-Law 19 Works - Lot 41

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. **Act** means the Strata Schemes Management Act 1996.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Owner** means the person or persons who are from time to time the owner/s of the Lot.
- e. **Lot** means lot 41 in strata plan 73910.
- f. **Works** means the works to the Lot and common property to be carried out for and in connection

with the:

- i. replacement of the floor tiles in the living room, hall and kitchen on the upper level of the Lot with oak floor boards;
- ii. replacement of the floor tiles on the stairs and entrance of the Lot with oak floor boards;
- iii. replacement of the carpet in the media room on the lower level of the Lot with acoustic underlay and oak floor boards,

together with ancillary works to facilitate the works described in sub paragraphs (i) to (iii) above, all of which are to be conducted strictly in accordance with this by-law and (except as amended by this by-law) existing by-laws.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation; and
- c. pay the owners corporation's reasonable costs in making and registering this by-law.

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 7:00am and 5:30pm Monday -Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- g. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- h. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;

- i. provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- j. ensure that the existing tiles and mortar bed be cut in strips of 100mm with a wet saw before removal by jackhammer in order to minimise the noise impact to other occupiers; and
- k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 6 Annexure

STRATA PLAN FORM 2

REVISIONS, VARIATIONS OR ALTERATIONS WILL BE IN INDICATION

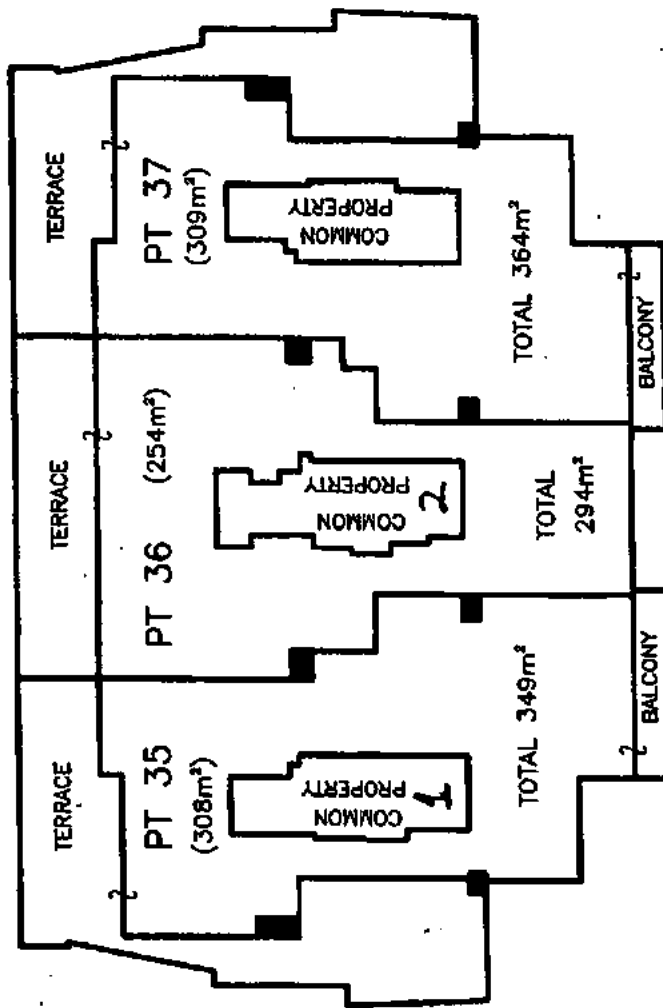
SP73910

BUILDING 1

DL Client: STRA User: JESS DocID: Recv: Tue, 17-Jun-2008 Entry: 11593630 Page: 17/31
 Reg: R911770 /Doc: SP 0073910 P /Rev: 15-Nov-2004 /Sta: SC.OX /Prt: 17-Jun-2008 11:59 /Pgs: ALL /Seq: 17 of 31
 Ref: 086131 /Src: R



10/13



THE STRATUM OF THE TERRACES AND BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 6

Lengths are in metres

Reduction Ratio 1 : 200

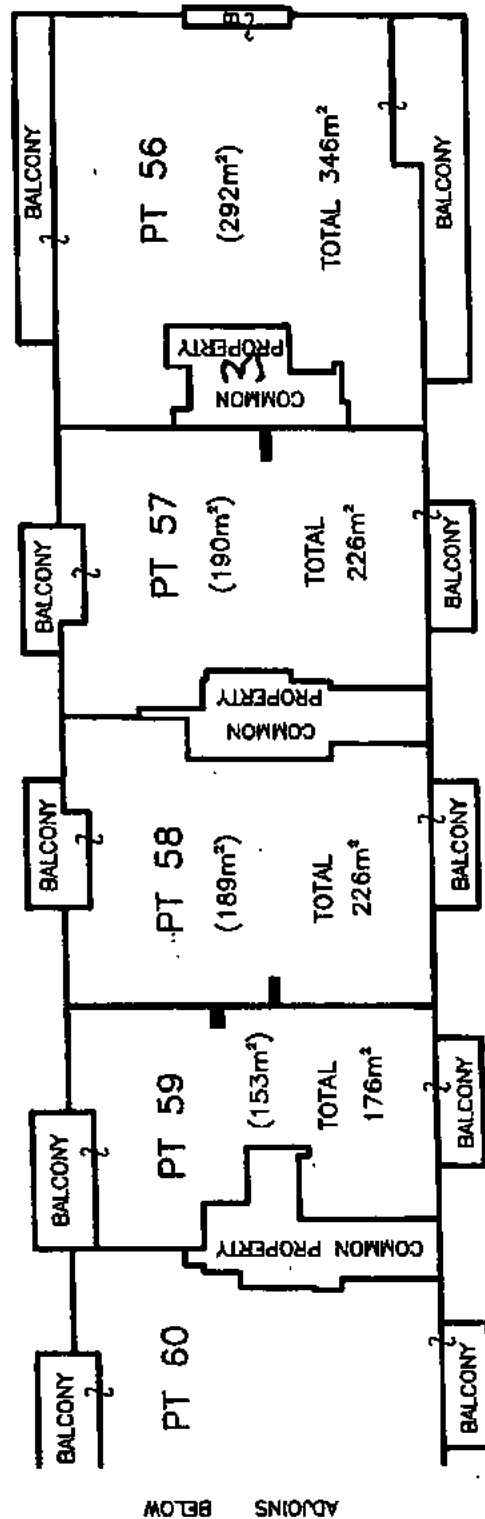
Registered Surveyor: Tony Mordaunt
 Authorised Person: [Signature]
 SURVEYOR'S REFERENCE: 010304 SP

X:\01\0085\010304_DARLING-ISLAND\STRATA\BUILDING1.DWG

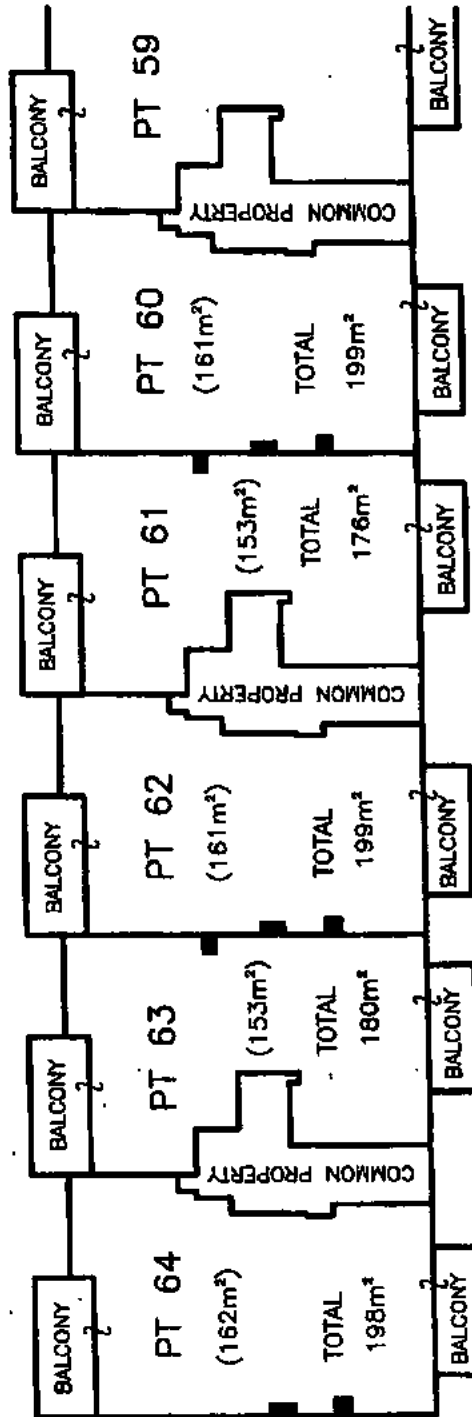
65/121

BUILDING 2

SP73910



ADJOINS BELOW



ADJOINS ABOVE

LEVEL 3

B -- DENOTES BALCONY
ALL BALCONIES ARE COVERED

Reduction Ratio 1 : 200

author

Lengths ore/in metres

1. United States District Court for the District of Columbia

MANUFACTURER'S REFERENCE: 010304 SP

01103B5\010304_DARLING-ISLAND\STRATA\BUTLEUNG2.DWG

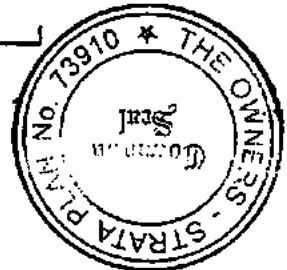
cc: L Client: STRA Used: JESS DocId: Recvd: Tue, 17-Jun-2008 Entry#: 11583630 Page: 21/31
 Seq: R461618 / Desc: 0073510 P / Bw: 15-Nov-2004 / Src: SC.OX / Prc: 17-Jun-2008 11:58 / Pgs: ALL / Seq: 21 of 31
 MF: 066141 / Src: R

66/121

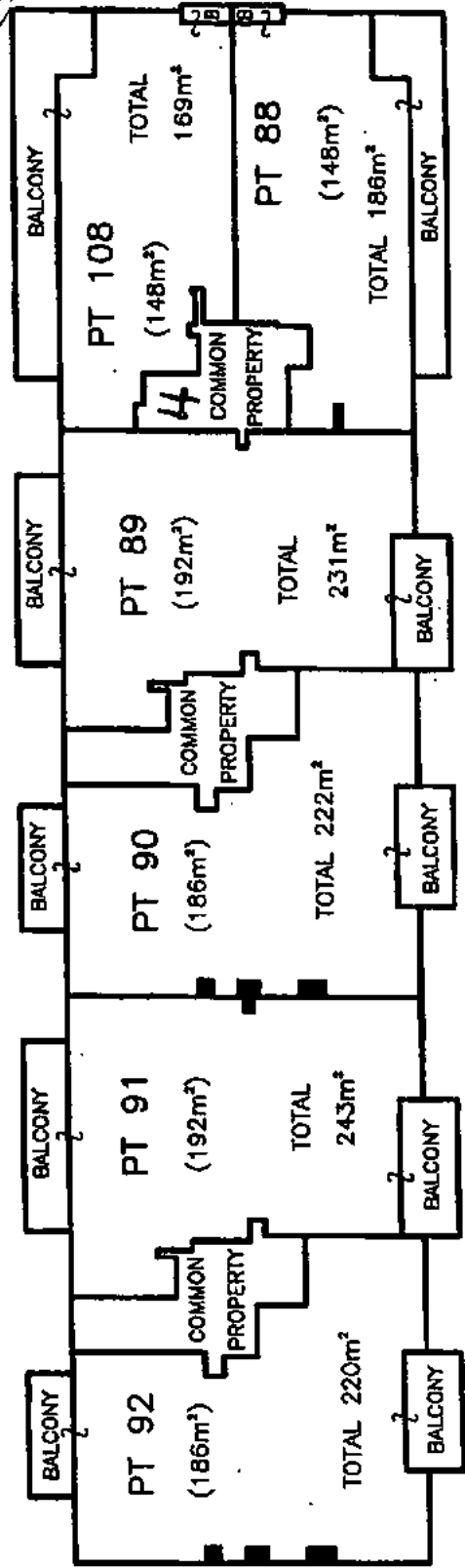
TRAINING. UNCLASSIFIED VIA EVIDENCE FILE LOW IV REVISION

STRATA PLAN FORM 2

SP73910



BUILDING 3



LEVEL 2

B - DENOTES BALCONY
 ALL BALCONIES ARE COVERED

FOR CLARITY NOT ALL
 COMMON PROPERTY
 STRUCTURES ARE SHOWN

Lengths are in metres

Reduction Ratio 1 : 200

Registered Surveyor
 Authorised Person to Prepare/Revised Certifier

SURVEYOR'S REFERENCE : 010304 SP

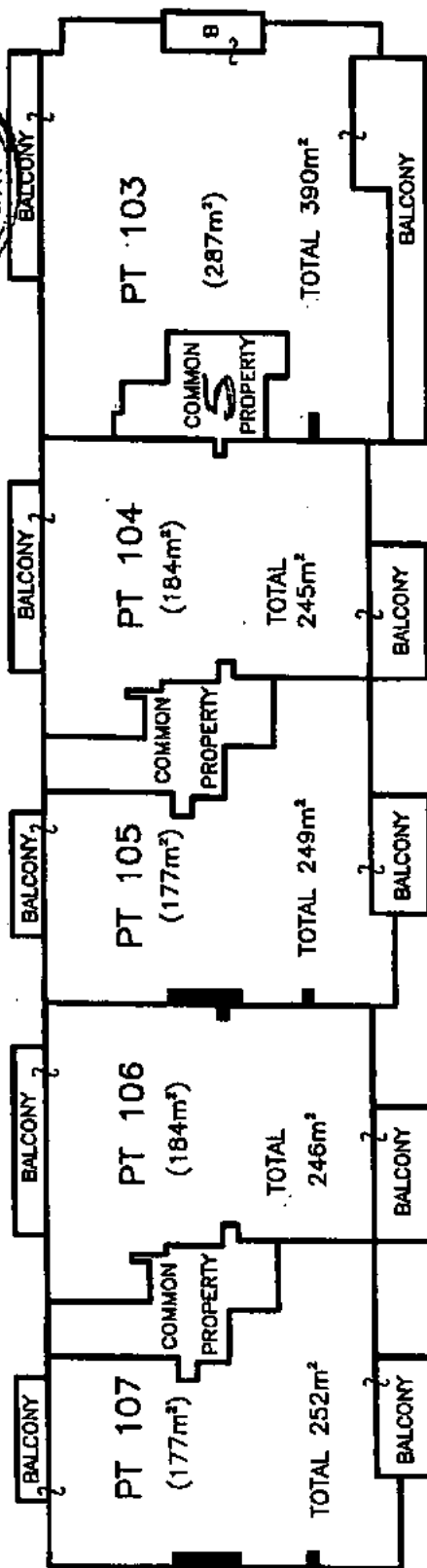
X:\01-0005\010304_DARLING-ISLAND\STRATA\BUILDING3.DWG

67/121

SP73910



BUILDING 3



LEVEL 5

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY

Lengths are in metres

Reduction Ratio 1 : 200

Registered Surveyor *Tom Minter*

Authorised Person for the Surveyor's Office

SURVEYOR'S REFERENCE : 010304 SP

X:\010065\010304_DARLING-ROAD\STRATA\BUILDINGS.DWG

Special By-Law 9 Annexure

Schedule 1

Shading Works

Building 1

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
1	111	Shutters	A	SK-1A-001 A
6	116	Shutters	A	SK-1A-001 A
7	121	Shutters	A	SK-1A-002 A
9	123	Shutters	B	SK-1A-002 A
10	124	Shutters	C	SK-1A-002 A
11	125	Shutters	C	SK-1A-002 A
12	126	Shutters	B	SK-1A-002 A
14	128	Shutters	A	SK-1A-002 A
15	131	Shutters	A	SK-1A-003 A
17	133	Shutters	D	SK-1A-003 A
18	134	Shutters	E	SK-1A-003 A
19	135	Shutters	E	SK-1A-003 A
20	136	Shutters	D	SK-1A-003 A
22	138	Shutters	A	SK-1A-003 A
23	141	Shutters	A	SK-1A-004 A
25	143	Shutters	D	SK-1A-004 A
26	144	Shutters	E	SK-1A-004 A
27	145	Shutters	E	SK-1A-004 A
28	146	Shutters	D	SK-1A-004 A
30	148	Shutters	A	SK-1A-004 A
31	151	Shutters & Pergola	G	SK-1A-005 A
32	152	Shutters	F	SK-1A-005 A
33	153	Shutters	F	SK-1A-005 A
34	154	Shutters & Pergola	G	SK-1A-005 A
35	161	Shutters	F	SK-1A-006 A
36	162	Shutters	H	SK-1A-006 A
37	163	Shutters	F	SK-1A-006 A

Building 2

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
39	212	Shutters	E	SK-2A-001 A
40	213	Shutters	D	SK-2A-001 A
41	214	Shutters	B	SK-2A-001 A
42	215	Shutters	C	SK-2A-001 A
43	216	Shutters	B	SK-2A-001 A
44	217	Shutters	A	SK-2A-001 A
45	218	Shutters	B	SK-2A-001 A
46	219	Shutters	A	SK-2A-001 A
74	251	Shutters & Pergola	N & O	SK-2A-005 A
75	252	Shutters & Pergola	Q & L	SK-2A-005 A
76	253	Shutters & Pergola	M & L	SK-2A-005 A

SK-2A-006 A
 SK-2A-006 A

3/11

70/121

Schedule 1

Shading Works

Building 1

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing	
77	254	Shutters & Pergola	K & L	SK-2A-005 A	SK-2A-006 A
78	255	Shutters & Pergola	P & L	SK-2A-005 A	SK-2A-006 A
79	256	Shutters & Pergola	K & L	SK-2A-005 A	SK-2A-006 A
80	257	Shutters & Pergola	P & L	SK-2A-005 A	SK-2A-006 A
81	258	Shutters & Pergola	K & L	SK-2A-005 A	SK-2A-006 A
82	259	Shutters & Pergola	P & L	SK-2A-005 A	SK-2A-006 A

Building 3

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing	
84	312	Shutters	B	SK-3A-001 A	
85	313	Shutters	C	SK-3A-001 A	
86	314	Shutters	B	SK-3A-001 A	
87	315	Shutters	A	SK-3A-001 A	
103	351	Shutters & Pergola	L & O	SK-3A-005 A	SK-3A-006 A
104	352	Shutters & Pergola	K & I	SK-3A-005 A	SK-3A-006 A
105	353	Shutters & Pergola	J & H	SK-3A-005 A	SK-3A-006 A
106	354	Shutters & Pergola	K & I	SK-3A-005 A	SK-3A-006 A
107	355	Shutters & Pergola	J & H	SK-3A-005 A	SK-3A-006 A

4/11

7/12/21

Schedule 2

Shading Works

Building 2

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
47	221	Glass Panels	Y & X	SK-2A-002 A
56	231	Glass Panels	Y & X	SK-2A-003 A
65	241	Glass Panels	Y & X	SK-2A-004 A

Building 3

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
88	321A	Glass Panels	Y	SK-3A-002 A
108	321B	Glass Panels	X	SK-3A-002 A
93	331	Glass Panels	Y & X	SK-3A-003 A
98	341	Glass Panels	Y & X	SK-3A-003 A

5/11

72/121

Schedule 3

Shading Works

Building 2

Lot No.	Unit No.	Works	PTW Drawing
74	251	Skylight/Skytube	SK-2A-007 A
75	252	Skylight/Skytube	SK-2A-007 A
76	253	Skylight/Skytube	SK-2A-007 A
77	254	Skylight/Skytube	SK-2A-007 A
78	255	Skylight/Skytube	SK-2A-007 A
79	256	Skylight/Skytube	SK-2A-007 A
80	257	Skylight/Skytube	SK-2A-007 A
81	258	Skylight/Skytube	SK-2A-007 A
82	259	Skylight/Skytube	SK-2A-007 A

Building 3

Lot No.	Unit No.	Works	PTW Drawing
103	351	Skylight/Skytube	SK-3A-007 A
104	352	Skylight/Skytube	SK-3A-007 A
105	353	Skylight/Skytube	SK-3A-007 A
106	354	Skylight/Skytube	SK-3A-007 A
107	355	Skylight/Skytube	SK-3A-007 A

4/4

73/121

Schedule 4 Shading Works

Building 2

Lot No.	Unit No.	Works	Balcony Type	JWI Louvers (NSW) Pty Ltd Drawing No. A01-0
39	212	External Venetians	E	
40	213	External Venetians	D	
41	214	External Venetians	B	
42	215	External Venetians	C	
43	216	External Venetians	B	
44	217	External Venetians	A	
45	218	External Venetians	B	
46	219	External Venetians	A	
48	222	External Venetians	H & I	
49	223	External Venetians	G & I	
50	224	External Venetians	F & I	
51	225	External Venetians	F & I	
52	226	External Venetians	F & I	
53	227	External Venetians	F & I	
54	228	External Venetians	F & I	
55	229	External Venetians	F & I	
57	232	External Venetians	H & J	
58	233	External Venetians	G & J	
59	234	External Venetians	F & J	
60	235	External Venetians	F & J	
61	236	External Venetians	F & J	
62	237	External Venetians	F & J	
63	238	External Venetians	F & J	
64	239	External Venetians	F & I	
66	242	External Venetians	H & J	
67	243	External Venetians	G & J	
68	244	External Venetians	F & J	
69	245	External Venetians	F & J	
70	246	External Venetians	F & J	
71	247	External Venetians	F & J	
72	248	External Venetians	F & J	
73	249	External Venetians	F & I	

Building 3

Lot No.	Unit No.	Works	Balcony Type	JWI Louvers (NSW) Pty Ltd Drawing No. A01-0
84	312	External Venetians	B	
85	313	External Venetians	C	
86	314	External Venetians	B	

7/4

74/121

87	315	External Venetians	A
89	322	External Venetians	B
90	323	External Venetians	C
91	324	External Venetians	B
92	325	External Venetians	A
94	332	External Venetians	G & E
95	333	External Venetians	F & D
96	334	External Venetians	G & E
97	335	External Venetians	F & D
99	342	External Venetians	G & E
100	343	External Venetians	F & D
101	344	External Venetians	G & E
102	345	External Venetians	F & D

8/11

75/121

Schedule 5

Scheduling Works

Lot No.	Unit No.	Works	Balcony Type	JWI Louvers (NSW) Pty Ltd Drawing No. A01-0
9	123	Exteral Venetians	North-Facing	
10	124	Exteral Venetians	North-Facing	
11	125	Exteral Venetians	North-Facing	
12	126	Exteral Venetians	North-Facing	
13	127	Exteral Venetians	North-Facing	
16	132	Exteral Venetians	North-Facing	
17	133	Exteral Venetians	North-Facing	
18	134	Exteral Venetians	North-Facing	
19	135	Exteral Venetians	North-Facing	
20	136	Exteral Venetians	North-Facing	
21	137	Exteral Venetians	North-Facing	
24	142	Exteral Venetians	North-Facing	
25	143	Exteral Venetians	North-Facing	
26	144	Exteral Venetians	North-Facing	
27	145	Exteral Venetians	North-Facing	
28	146	Exteral Venetians	North-Facing	
29	147	Exteral Venetians	North-Facing	
31	151	Exteral Venetians	North-Facing	
32	152	Exteral Venetians	North-Facing	
33	153	Exteral Venetians	North-Facing	
34	154	Exteral Venetians	North-Facing	

g/h

26/121

Schedule 6

Shading works

Reference Plans

Building 1

SK-1A-101 A
SK-1A-102 A
SK-1A-103 A
SK-1A-104 A
SK-1A-105 A
SK-1A-106 A
SK-1A-107 A
SK-1A-108 A
SK-1A-201 A
SK-1A-202 A
SK-1A-203 A
SK-1A-204 A
SK-1A-301 A
SK-1A-302 A
SK-1A-401 A
SK-1A-402 A
SK-1A-403 A

Building 2

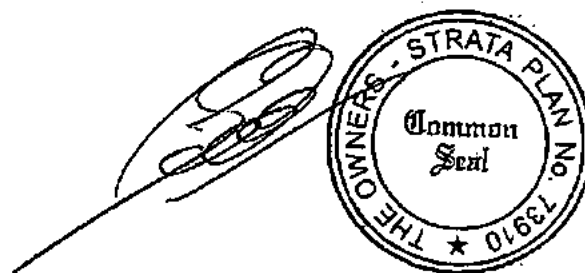
SK-2A-007 A
SK-2A-101 A
SK-2A-102 A
SK-2A-103 A
SK-2A-104 A
SK-2A-105 A
SK-2A-106 A
SK-2A-107 A
SK-2A-108 A
SK-2A-109 A
SK-2A-110 A
SK-2A-111 A
SK-2A-112 A
SK-2A-113 A
SK-2A-114 A
SK-2A-115 A
SK-2A-116 A
SK-2A-117 A
SK-2A-118 A
SK-2A-119 A
SK-2A-120 A
SK-2A-121 A

10/4

SK-2A-122 A
SK-2A-123 A
SK-2A-201 A
SK-2A-202 A
SK-2A-203 A
SK-2A-204 A
SK-2A-205 A
SK-2A-206 A
SK-2A-301 A
SK-2A-302 A
SK-2A-401 A
SK-2A-402 A
SK-2A-403 A
SK-2A-407 A
SK-2A-405 A
SK-2A-406 A

Building 3

SK-3A-101 A
SK-3A-103 A
SK-3A-104 A
SK-3A-116 A
SK-3A-105 A
SK-3A-106 A
SK-3A-107 A
SK-3A-108 A
SK-3A-109 A
SK-3A-110 A
SK-3A-111 A
SK-3A-112 A
SK-3A-113 A
SK-3A-114 A
SK-3A-115 A
SK-3A-120 A
SK-3A-201 A
SK-3A-202 A
SK-3A-203 A
SK-3A-204 A
SK-3A-205 A
SK-3A-206 A
SK-3A-301 A
SK-3A-302 A
SK-3A-401 A
SK-3A-402 A
SK-3A-403 A
SK-3A-404 A
SK-3A-405 A
SK-3A-406 A



11/4

78/121

Special By-Law 13

Annexure

Schedule A

8/24

80/121

Building 1	
Benefited Lots	Exclusive Use Area
10 & 11	A
18 & 19	B
26 & 27	C
32 & 33	D
Building 2	
48 & 49	E
50 & 51	F
52 & 53	G
54 & 55	H
57 & 58	I
59 & 60	J
61 & 62	K
63 & 64	L
66 & 67	M
68 & 69	N
70 & 71	O
72 & 73	P
75 & 76	Q
77 & 78	R
79 & 80	S
81 & 82	T
Building 3	
89 & 90	U
91 & 92	V
94 & 95	W
96 & 97	X
99 & 100	Y
101 & 102	Z
104 & 105	AA
106 & 107	BB

9/20

Schedule B

Plan of Exclusive Use Areas

10/24

82/121

Sheet No. 13 of 31 Sheets

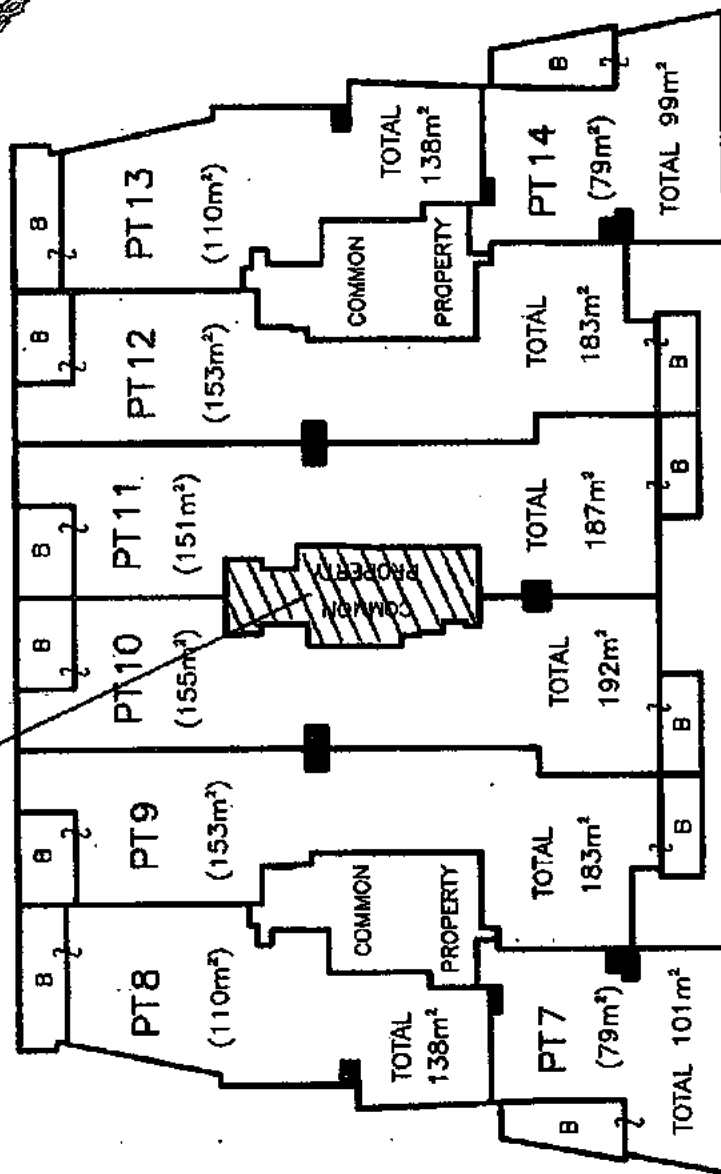
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

SP73910

A.

BUILDING 1



FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 2

B - DENOTES COVERED BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Angela M. Smith

Authorised Deputy Registrar/Deputy Registrar/Deputy Registrar

SURVEYOR'S REFERENCE : 010304 SP

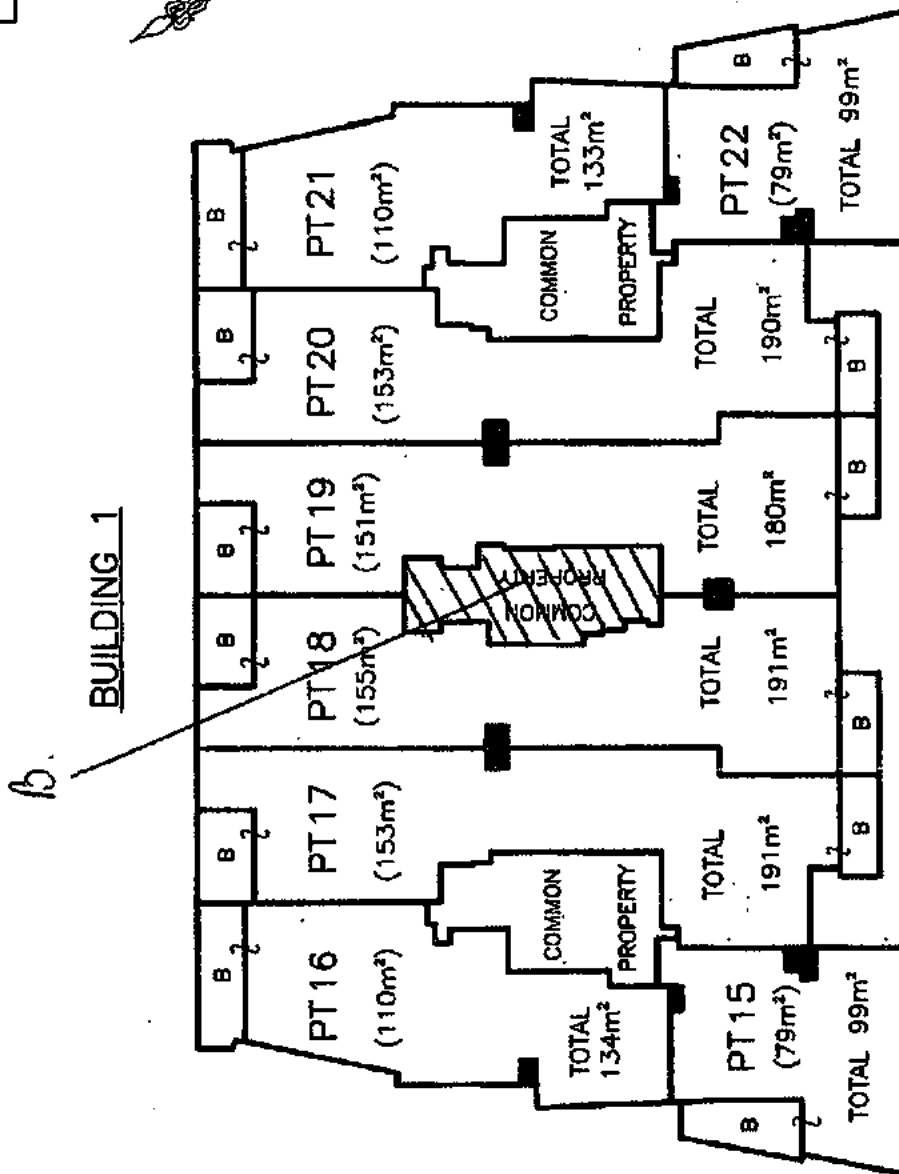
X:\01405\010304_DARLINGO-ISLAND\STRATA\BUILDING1.DWG

Sheet No. 14 of 31 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

SP73910



FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES COVERED BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
 Authorised Person - Surveying / Accredited Cartographer

SURVEYOR'S REFERENCE : 010304 SP

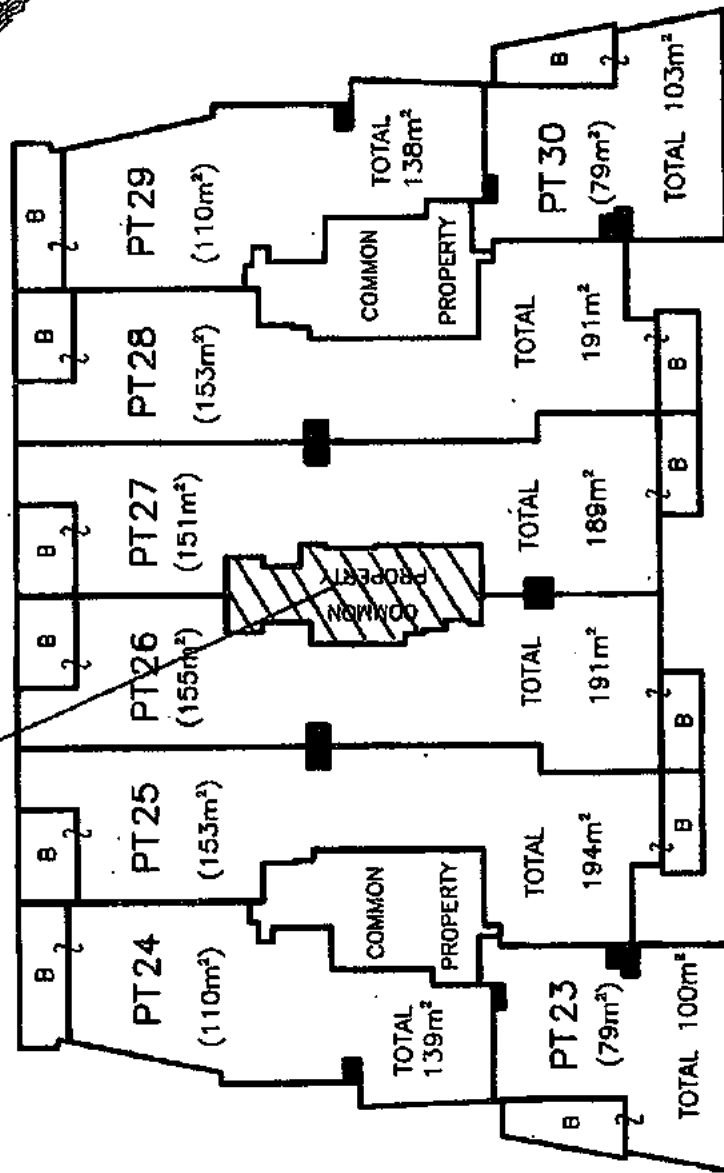
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 31 Sheets

SP73910

BUILDING 1



LEVEL 4

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES COVERED BALCONY

Lengths are in metres

Reduction Ratio 1 : 200

Authorised Person (Surveyor/Registered Architect)

Registered Surveyor

SURVEYOR'S REFERENCE : 010304 SP

N:\01-085\010304_DARLING-RELAND\STRATA\BUILDING1.DWG

Sheet No. 16 of 31 Sheets

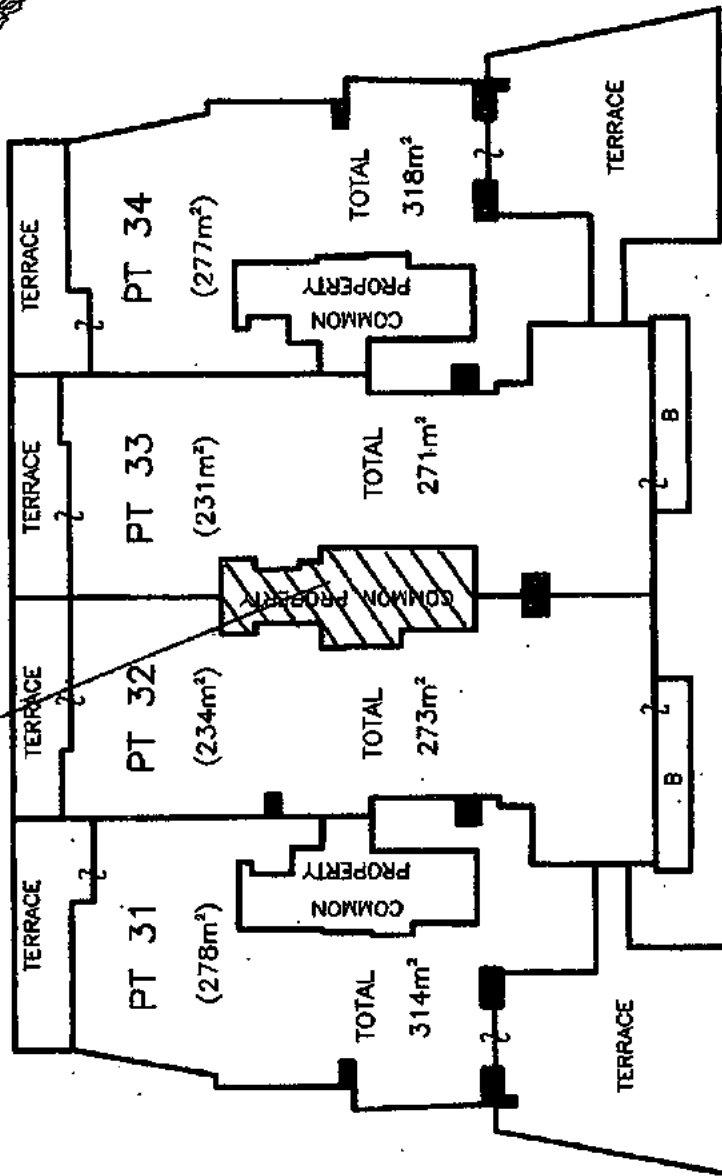
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

SP73910

THE STRATUM OF THE TERRACES,
 WHERE NOT COVERED, IS LIMITED
 TO 2.5 METRES ABOVE THE UPPER
 SURFACE OF THEIR RESPECTIVE FLOORS.

BUILDING 1



LEVEL 5

FOR CLARITY NOT ALL
 COMMON PROPERTY
 STRUCTURES ARE SHOWN

B - DENOTES COVERED BALCONY

Lengths are in metres

Reduction Ratio 1 : 200

Registered Surveyor
 Registered Surveyor
 Registered Surveyor

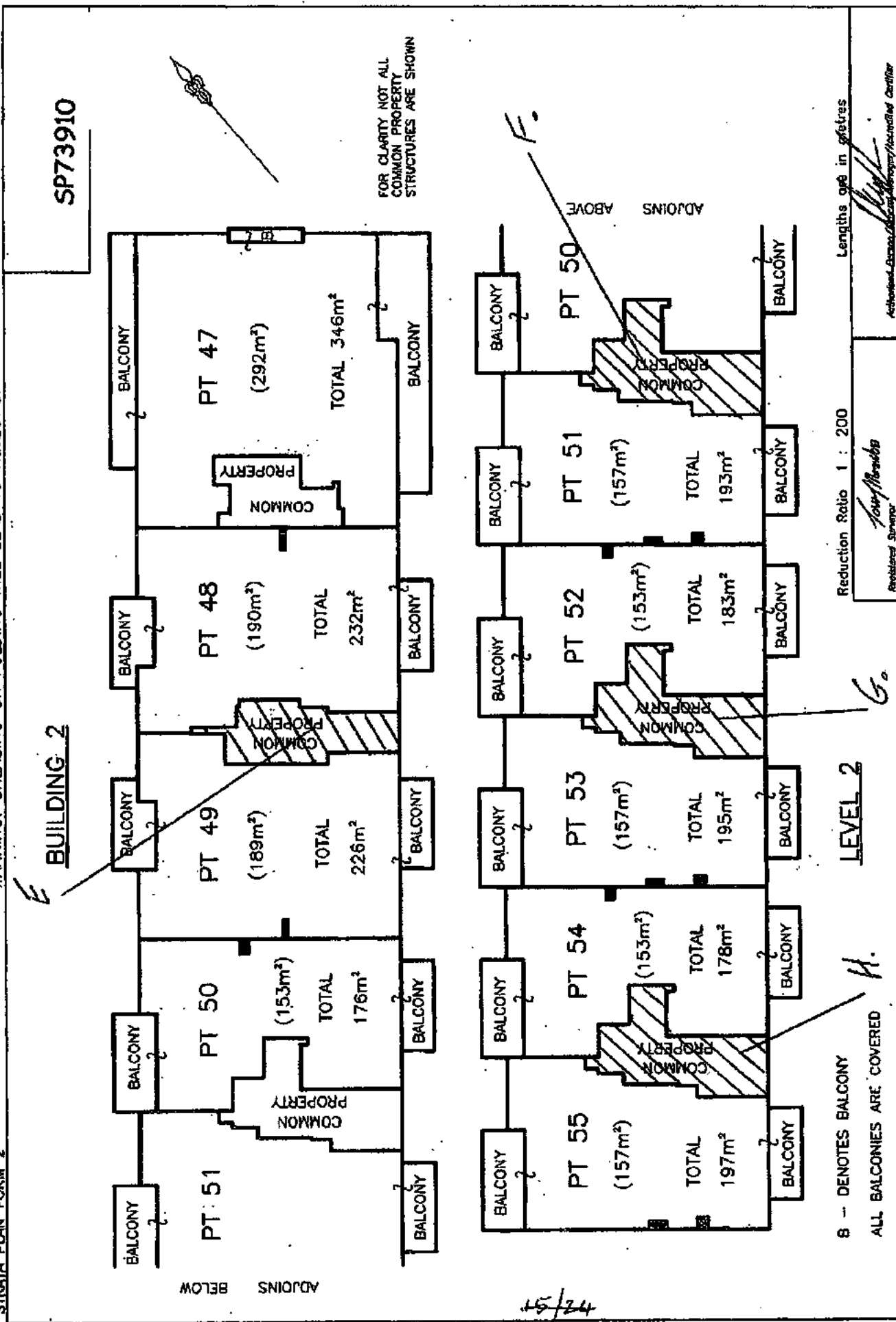
SURFOTRACK REFERENCE : 010304 SP

X:\01\0304\010304-DARLING-ISLAND\STRATA\BUILDING LDRG

Sheet No. 20 of 31 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

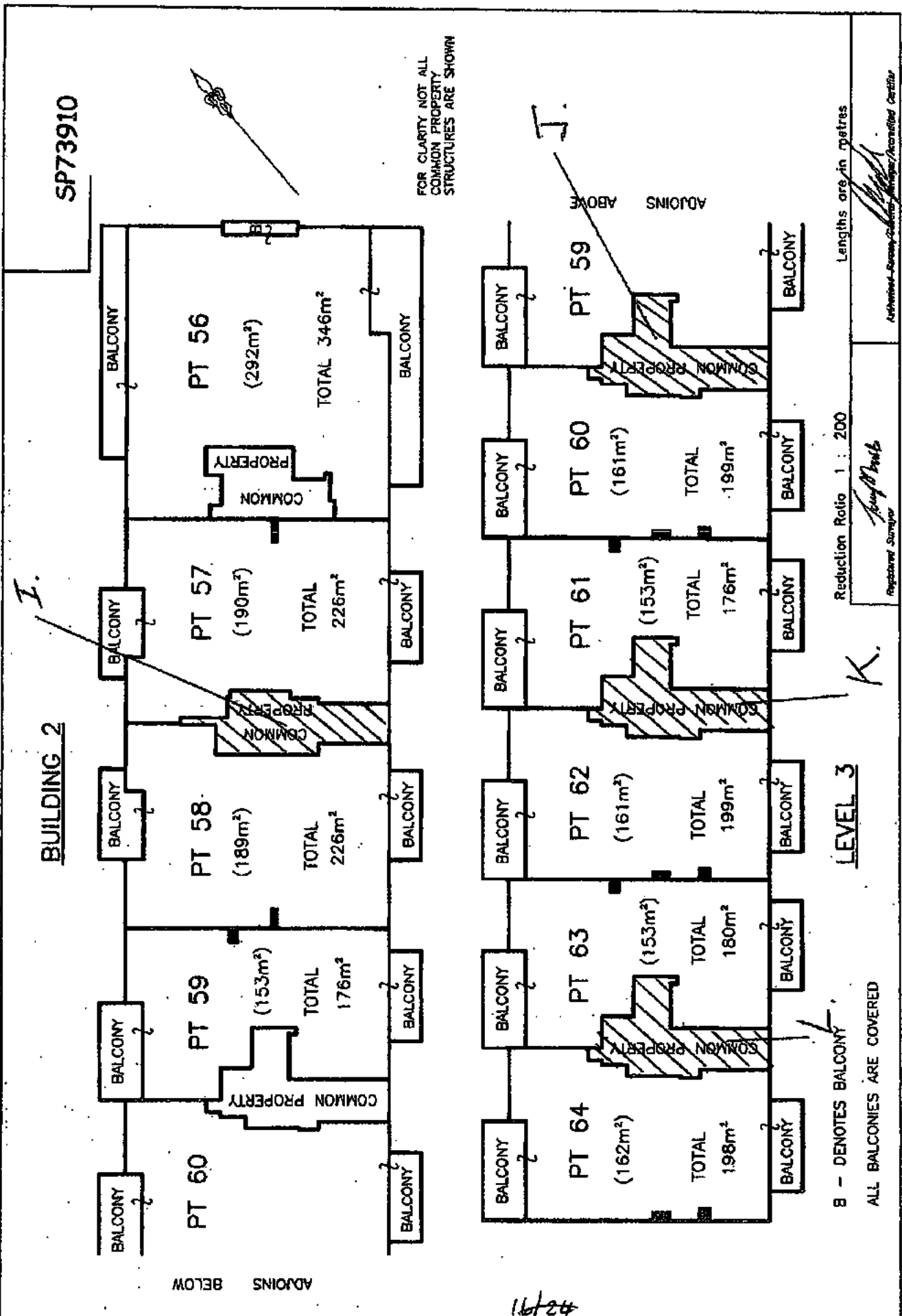
STRATA PLAN FORM 2



Sheet No. 21 of 31 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2



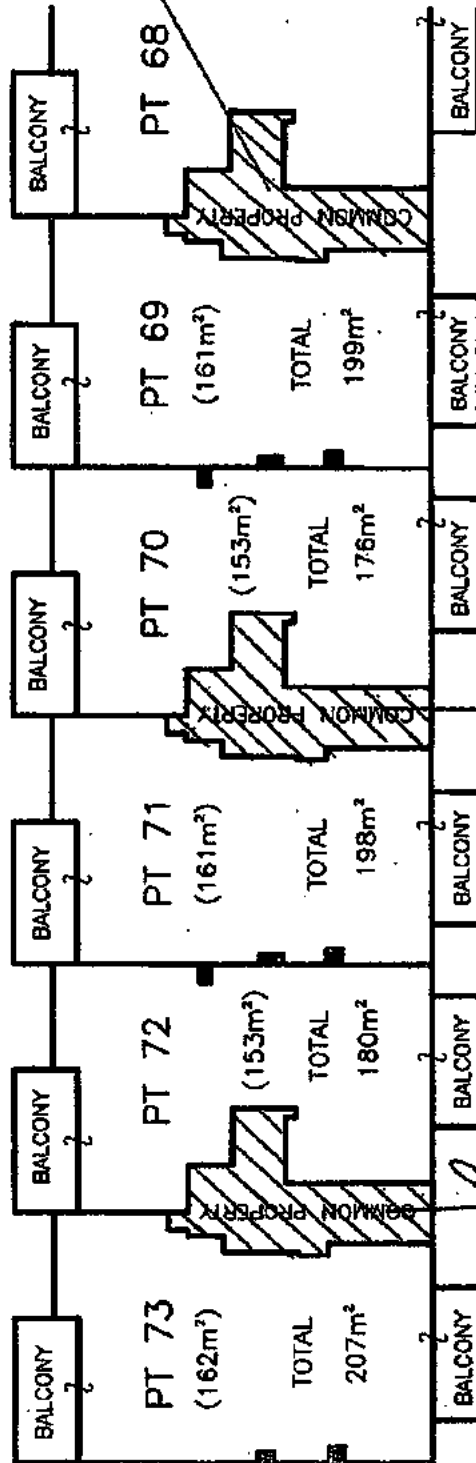
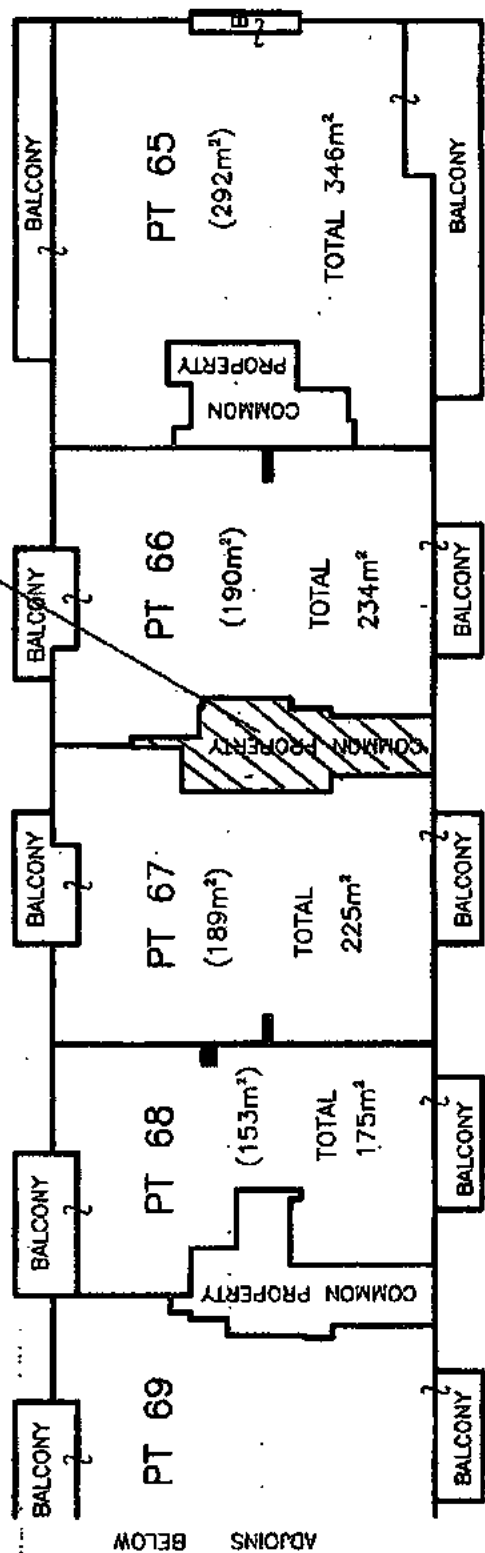
Sheet No. 22 of 31 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

BUILDING 2

SP73910



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Lengths are in metres

Reduction Ratio 1 : 200

LEVEL 4

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Authorised Drawing Officer/Registered Certifier

SURVEYOR'S REFERENCE : 010304 SP

X:\010085\010304_DARLING-SELAND\STRATA\BUILDING2.DWG

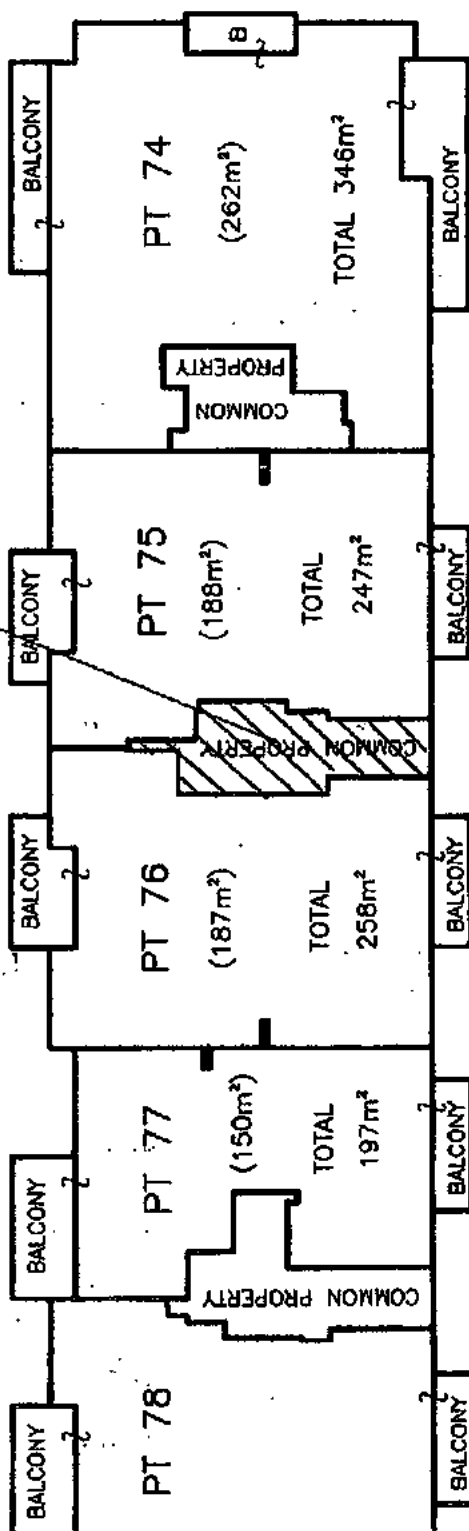
Sheet No. 23 of 31 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

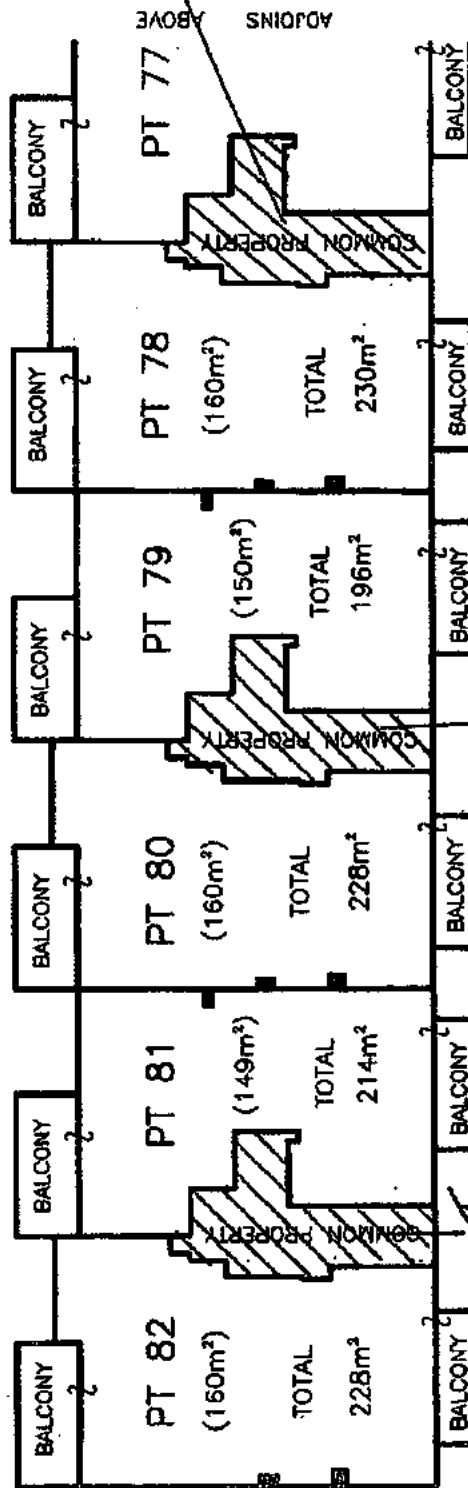
STRATA PLAN FORM 2

SP73910

BUILDING 2



B - DENOTES BALCONY



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Lengths are in metres

Reduction Ratio 1 : 200

LEVEL 5

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Registered Surveyor
 Approved Drawing/Seal/Signature/Authorised Officer

SURVEYOR'S REFERENCE : 010304 SP

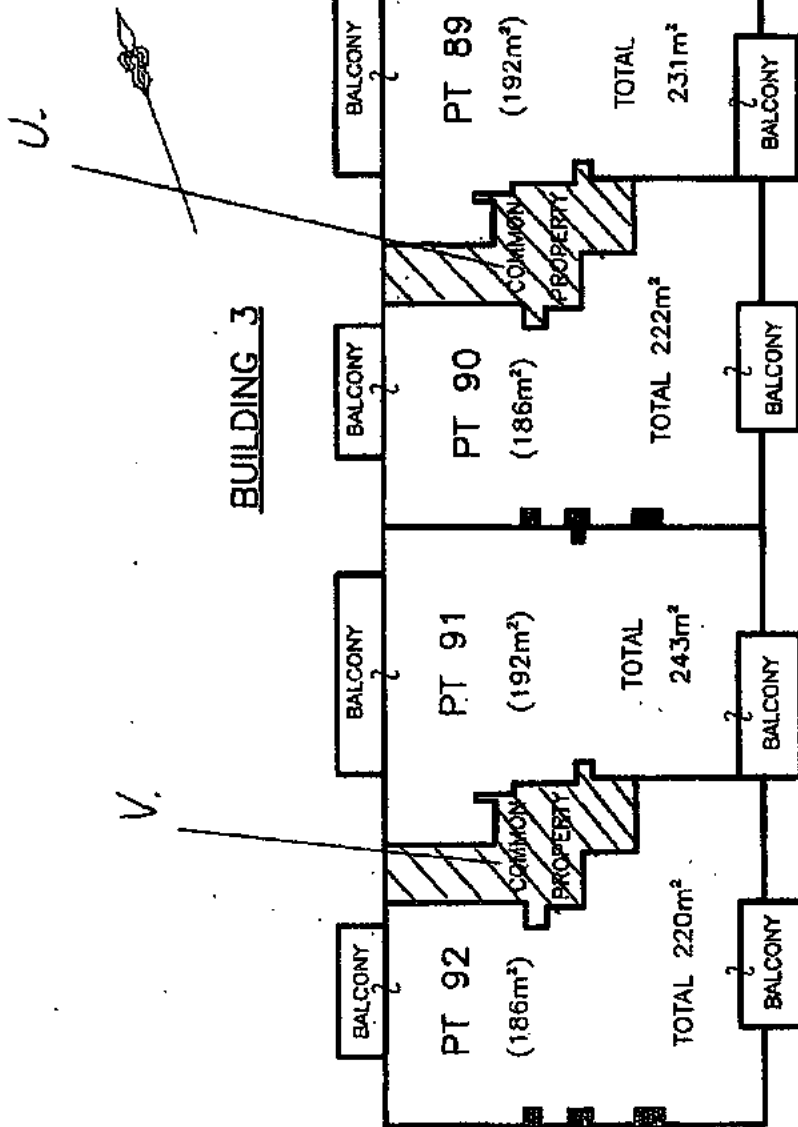
X:\01\0085\010304_DARLING-ISLAND\STRATA\BUILDING2.DWG

Sheet No. 27 of 31 Sheets

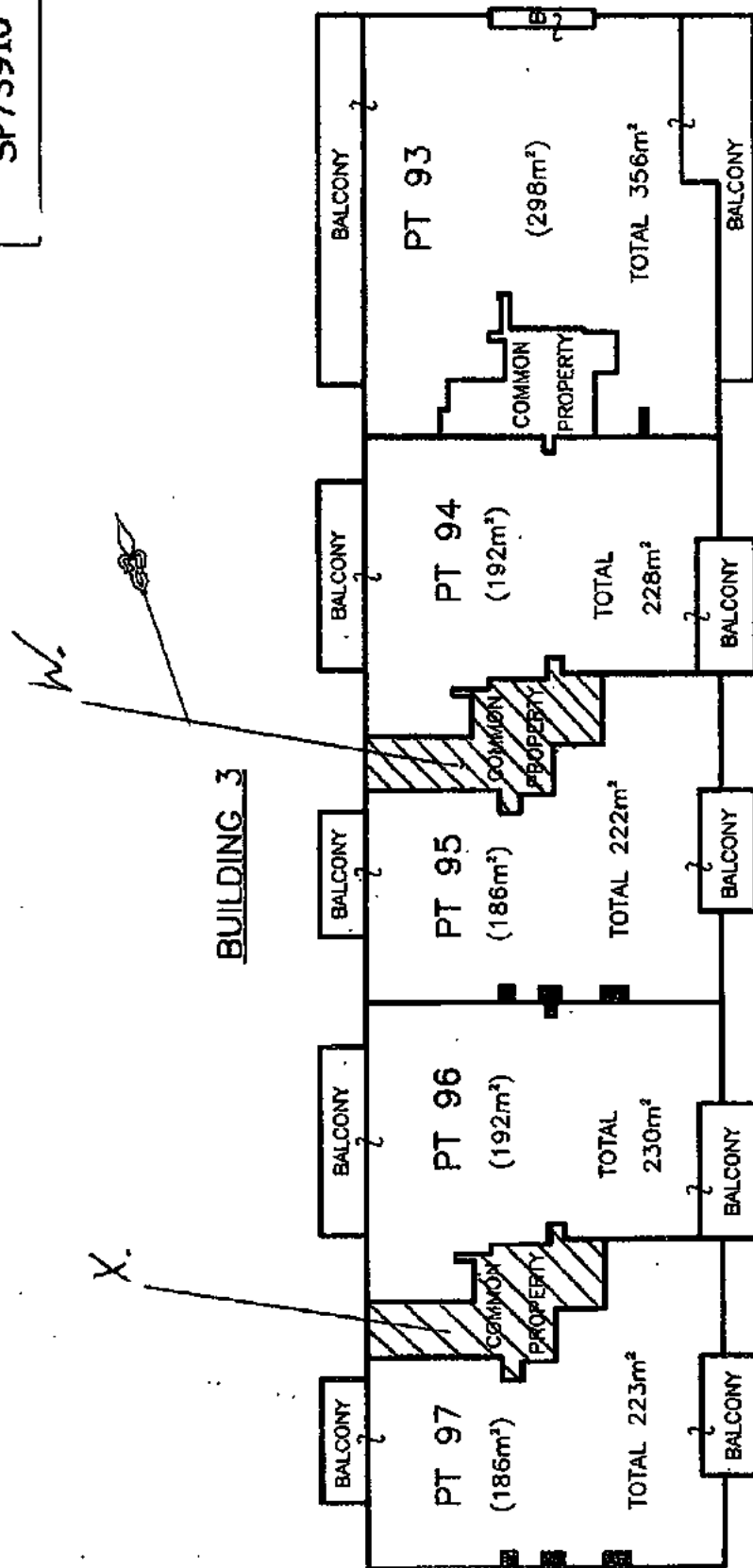
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

SP73910



SP73910



LEVEL 3

B - DENOTES BALCONY
ALL BALCONIES ARE COVERED

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Lengths are in metres

Reduction Ratio 1 : 200

~~Authorized Agency/Personnel Only~~

Registered Director

SUBJECT'S REFERENCE: 010304 SP

X:\01\085\010304_DARLING-ISLAND\STRATA\BUILDING3.DWG

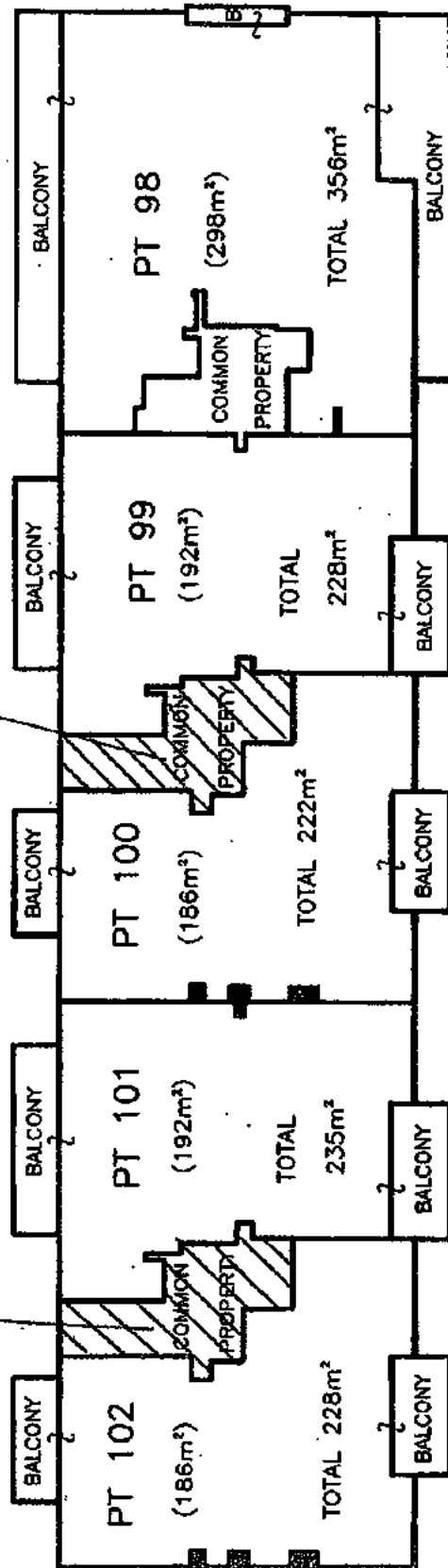
Sheet No. 29 of 31 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

SP73910

BUILDING 3



FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 4

B - DENOTES BALCONY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Tony Mander

Authorised Surveyor/Engineer/Registered Cartographer
[Signature]

X:\01005\010304_DARLING-ISLAND\STRATA\BUILDINGS.DWG

SURVEYOR'S REFERENCE : 010304 SP

Sheet No. 30 of 31 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

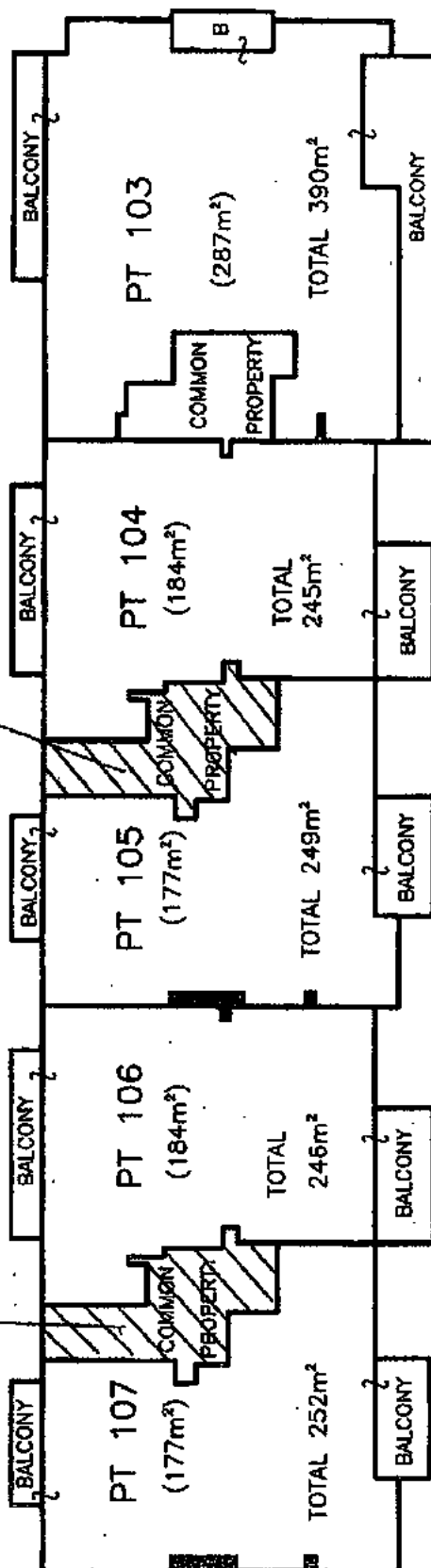
STRATA PLAN FORM 2

SP73910

A.A.

B.B.

BUILDING 3



LEVEL 5

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor *Angela M. M. M.*

Authorised Person to Sign/Seal/Notarise

K:\010085\010304_DARLING-ISLAND\STRATA\BUILDING3.DWG

SURVEYOR'S REFERENCE: 010304 SP

Schedule C

Consent to By-law

23/24

96/121

CONSENT TO BY-LAW

Strata Schemes Management Act 1996

To: The Secretary
The Owners – Strata Plan No. 73910

1. In accordance with sections 52(1) and 65A(4) of the *Strata Schemes Management Act 1996*, we being the owners of Lots 10 and 11 in Strata Plan No. SP73910 CONSENT to the making of a by-law conferring joint exclusive use and the right to add to and/or alter the common property upon the owners for the time being of Lots 10 and 11, in accordance with the by-law made by the owners corporation at a general meeting held on 30 April 2012 or at an adjournment of that meeting.
2. We, being the owners of Lot 10 and 11, agree to share the costs equally:
 - a. of undertaking any works pursuant to the by-law and particularised in the documents provided to the executive committee;
 - b. of any repair, maintenance or replacement of the Works undertaken pursuant to the by-law;
 - c. of any costs incurred in indemnifying the owners corporation, or reimbursement due to the owners corporation, pursuant to the terms of the by-law

.....
Owner/s Lot 10

.....
Owner/s Lot 11

Dated: 2012



24/24

96/1201

Special By-Law 14

Annexure

ANNEXURE A

City of Sydney

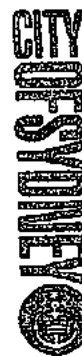
ABN 22 636 550 790

GPO Box 1591 Sydney NSW 2001 Australia

Town Hall House 456 Kent Street Sydney NSW 2000 Australia

Phone +61 2 9265 9333 Fax +61 2 9265 9222 TTY +61 2 9265 9276

council@cityofsydney.nsw.gov.au www.cityofsydney.nsw.gov.au



16-Feb-2012

FR

Mrs V K Wamsteker
151/3 Darling Island Rd
PYRMONT NSW 2009

DEVELOPMENT PROPOSAL

REFERENCE NUMBER: D/2012/135

Site: 3 Darling Island Road, PYRMONT NSW 2009
Applicant: Mr H Wamsteker

PROPOSAL

Alterations and additions to existing apartment located in the south west corner on the fifth floor (Unit 151, Building 1) comprising enclosure of existing pergola to accommodate a bedroom extension and construction of new pergola with louvre screens.

The City of Sydney has received the above Development Application. As part of our assessment process, we are notifying surrounding neighbours and property owners to seek their views on the proposal.

The application is on public exhibition until 2 March 2012. (If the period finishes on a weekend, the period is extended to the next working day). During this time, you are welcome to make a submission on the proposal. You can view the full application at any of the following locations (although privacy restrictions exist for internal areas of residential buildings):

1. Online at the City's website www.cityofsydney.nsw.gov.au, under 'Development' - Development Applications - Applications Exhibition List (Applications currently on Exhibition). The website contains all relevant details of the proposal, including plans, which can be downloaded if required. A submission can be made directly from the website.
2. In person at the following location:
CBD Level 2, Town Hall House, 456 Kent St, Sydney. Mon to Fri 8am - 6pm.

On the back of this page we have included information to help you make a submission.

If you would like to speak directly to a Council planning officer about this development application, you can contact Andrew Bugden on Ph: 9265 9333 or email: dasubmissions@cityofsydney.nsw.gov.au

Yours faithfully

BILL MACKAY

Manager - Planning Assessment

Property owned by addressee: Unit 151/3 Darling Island Road PYRMONT NSW 2009

city of Villages
5/13
98/121
42034332-14607701214000-000103-AS-001-000101

darling island

Sydney, Australia

PROJECT NO. 201068.10

AMENDMENTS TO EXISTING RESIDENTIAL DEVELOPMENT

UNIT 151

- EXISTING PERGOLA AREA ENCLOSED
- PERGOLA
- LOUVRE SCREENS

DA SUBMISSION

ADDRESS

PTW Australia
Level 11, 3 Castlereagh St
Sydney NSW Australia 2000
T +61 (0) 823 6977
F +61 (0) 821 4135
www.ptw.com.au

PTW

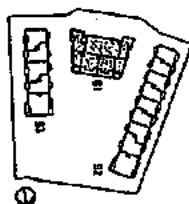
6/13

99/121

01 SITE PLAN
 1:1250



DESIGN INTENT ONLY



NOTES
 DO NOT SCALE FROM DRAWINGS.
 VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING WORK.
 DRAWING OR THE REPRODUCTION OF THIS DRAWING IS STRICTLY PROHIBITED WITHOUT THE CONSENT OF PTW ARCHITECTS PTW.

REV. NO.	DESCRIPTION	DATE	DRAWN BY
A	DA SUBMISSION	21.08.2011	
PTW			
ARCHITECTS PTW ARCHITECTS Level 17, 9 Castlereagh St Sydney NSW Australia 2000 T +61 (0) 2 8221 5877 F +61 (0) 2 8221 4139 www.ptw.com.au			

PROJECT
darling island
 Sydney, Australia

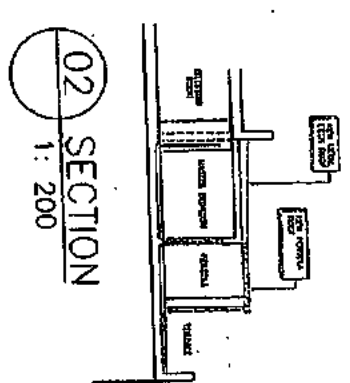
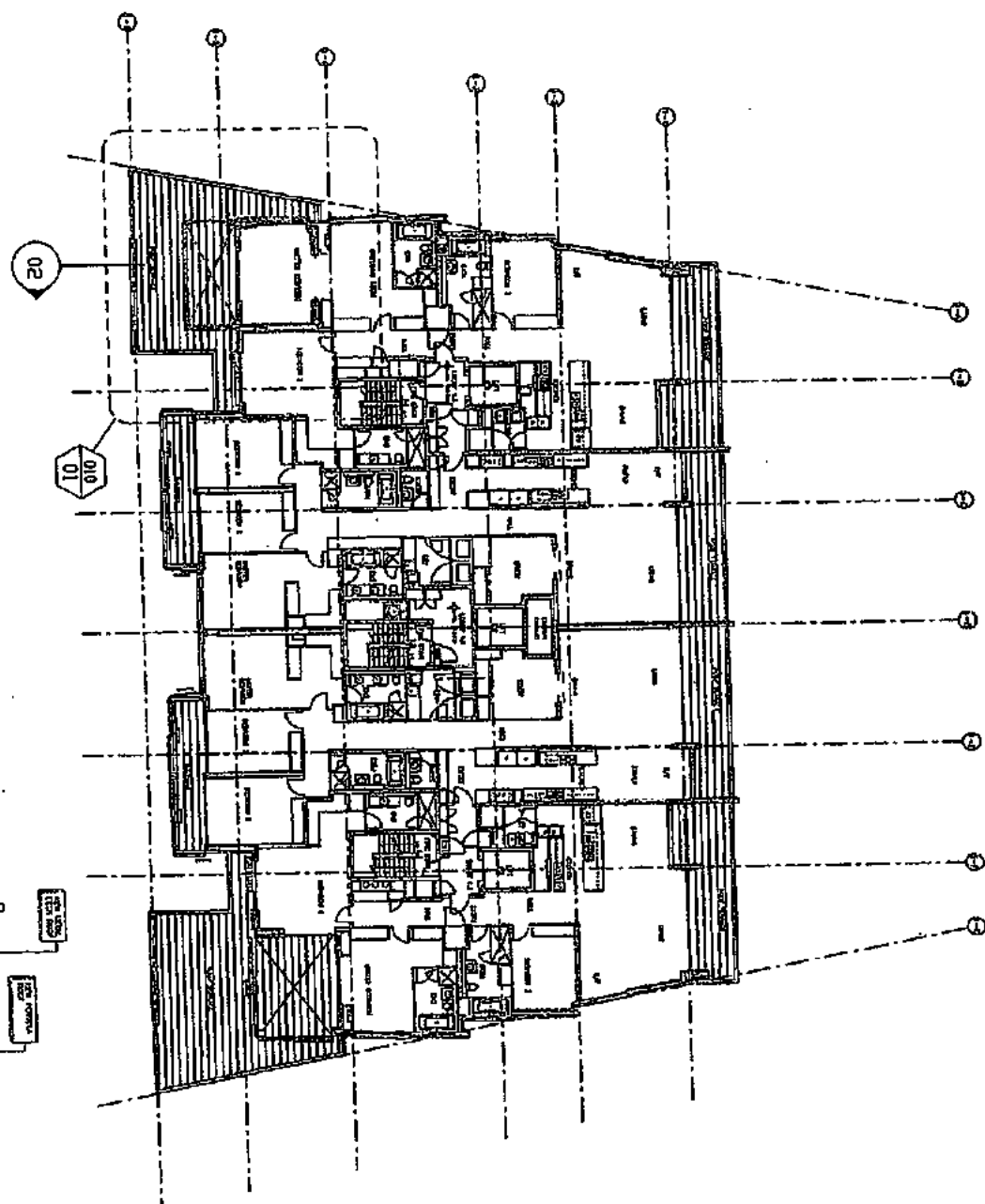
PROJECT DESCRIPTION
 RESIDENTIAL DEVELOPMENT UNIT 151
 EXISTING PERIOD A AREA ENCLOSED
 SLEEPING LOUNGE SCREENS + PERIOD A

DRAWING TITLE	SITE PLAN		
DATE	16.12.2001	SCALE	1:1250
PROJECT	200008	FILE	
DRAWING NUMBER	001	REV.	A

STATUS
 DA SUBMISSION

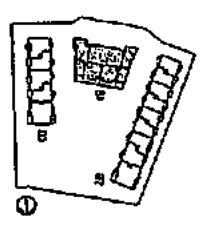
7/13
 100/121

01 BUILDING 1 - LEVEL 5
 1: 250



02 SECTION
 1: 200

DESIGN INTENT ONLY



NOTES
 DO NOT SCALE FROM DRAWINGS.
 VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING WORK.
 DRAWING ON THE REPRODUCTION OF THIS DRAWING IS STRICTLY PROHIBITED
 WITHOUT THE CONSENT OF PTW ARCHITECTS P/L

PTW

ARCHITECTS
 PTW Architects
 Unit 11, 9 Castlemore St
 Sydney NSW Australia 2000
 T +61 (0) 2 8222 2871
 F +61 (0) 2 8221 4130
 www.ptw.com.au

darling island
 Sydney, Australia

PROJECT DESCRIPTION
 RESIDENTIAL DEVELOPMENT UNIT 151
 EXISTING PERGOLA AREA ENCLOSED
 SLIDING LOUVER SCREENS + PERGOLA

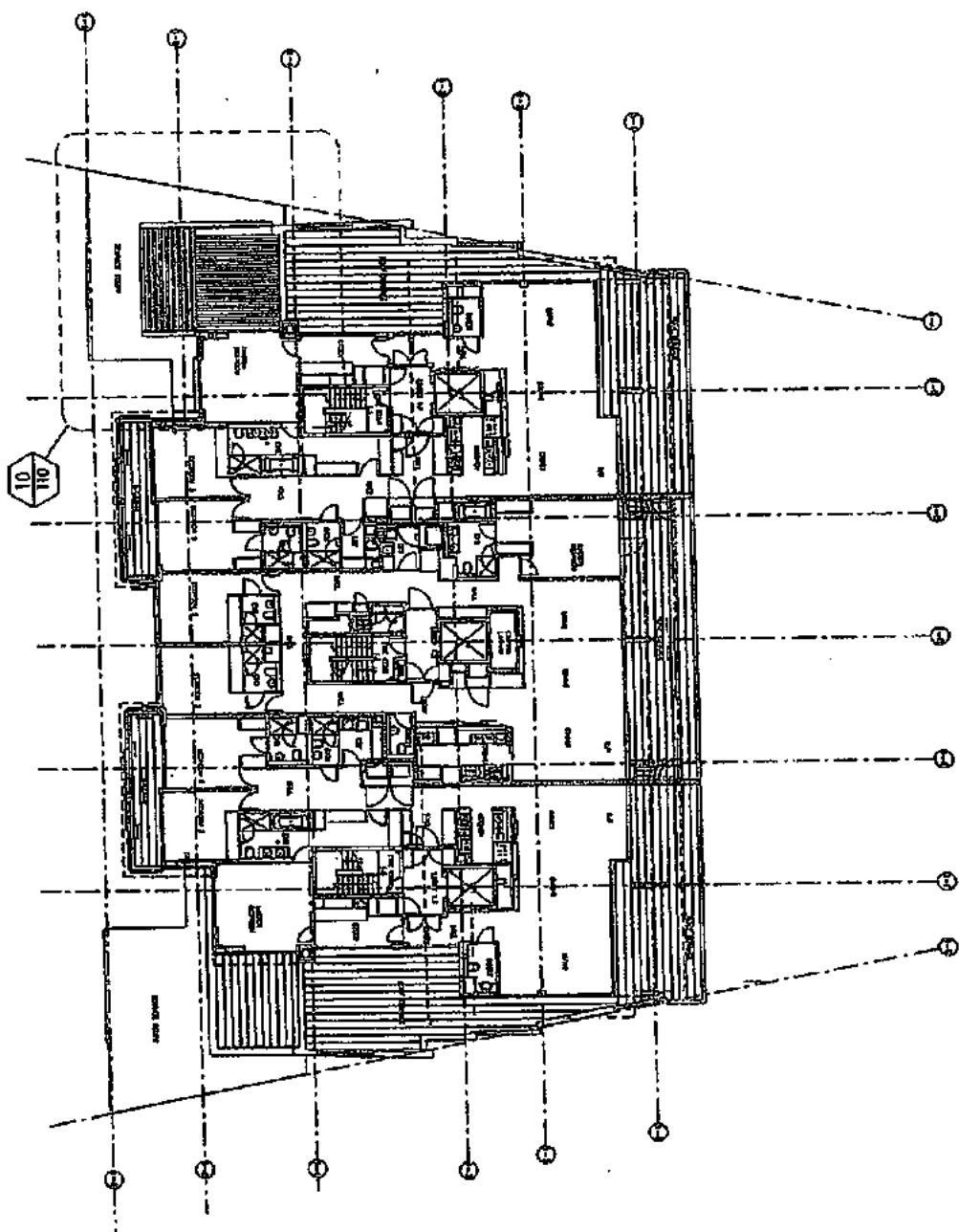
DRAWING TITLE:
LEVEL 5 PLAN

DATE	22.04.2011	SCALE	1:250
PROJECT	200466	FILE	
DRAWING NUMBER	002	REV.	A

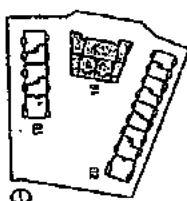
STATUS:
 DA SUBMISSION

101/121

01 BUILDING 1 - LEVEL 6
 1: 250



DESIGN INTENT ONLY



NOTES
 DO NOT SCALE FROM DRAWINGS.
 VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING WORK.
 CORRECTING OR THE REPRODUCTION OF THE DRAWING IS STRICTLY PROHIBITED
 WITHOUT THE CONSENT OF PTW ARCHITECTS PTY.

REV. NO. DESCRIPTION DATE CHECKED

PTW
 ARCHITECTS
 PTW Architects
 Level 17, 0 Cadell Street
 Sydney NSW Australia 2000
 T +61 (0) 2542 5817
 F +61 (0) 9221 4131
 www.ptw.com.au

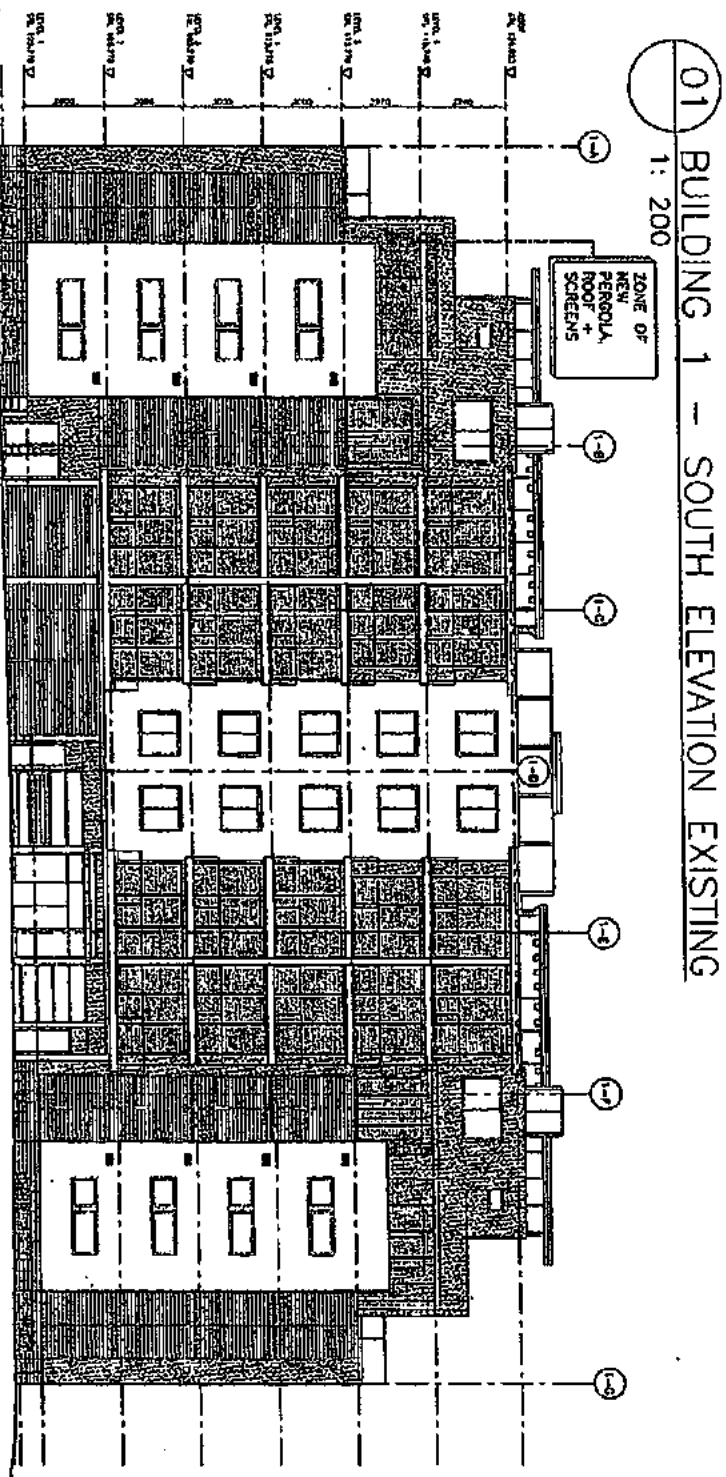
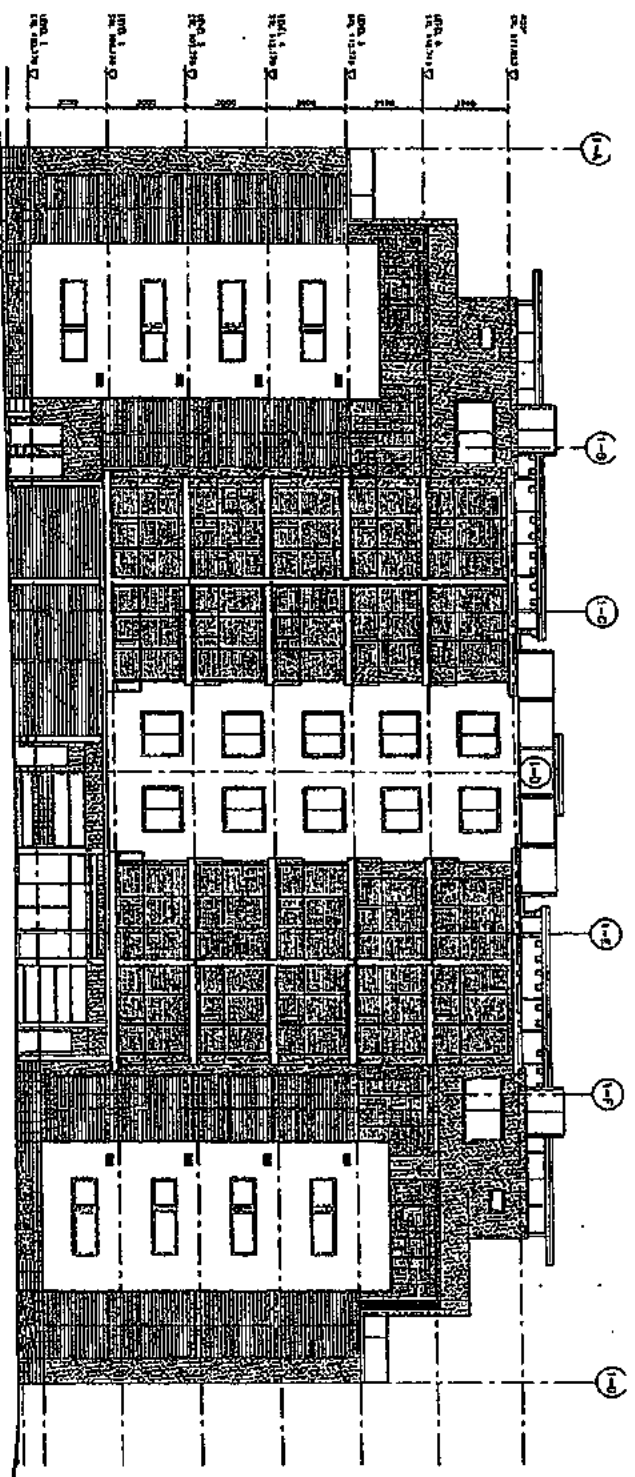
PROJECT
 darling island
 Sydney, Australia

PROJECT DESCRIPTION
 RESIDENTIAL DEVELOPMENT UNIT 151
 EXISTING PERIOD AREA ENCLOSED
 SLOTTING LOUVER SCREENS + PERGOLA

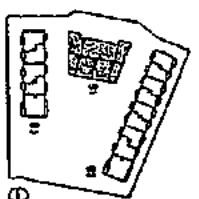
DRAWING TITLE
 LEVEL 6 PLAN

DATE	22.08.2011	SCALE	1:250
PROJECT	20066	FILE	
DRAWING NUMBER	003	REV.	A

STATUS:
 DA SUBMISSION



DESIGN INTENT ONLY



NOTES
 DO NOT SCALE FROM DRAWINGS
 VERIFY ALL DIMENSIONS ON SITE BEFORE CONSTRUCTION WORK.
 COPYRIGHT ON THE REPRODUCTION OF THIS DRAWING IS STRICTLY PROHIBITED
 WITHOUT THE CONSENT OF PTW ARCHITECTS PTW

A DA SUBMISSION 28.06.2011
 REV. NO. DESCRIPTION DATE C-CHANGED
 ARCHITECTS
 PTW Architects
 Level 17, 8 Castlereagh St
 Sydney NSW Australia 2000
 T +61 (0) 2 9232 3577
 F +61 (0) 2 9231 4139
 www.ptw.com.au

PTW

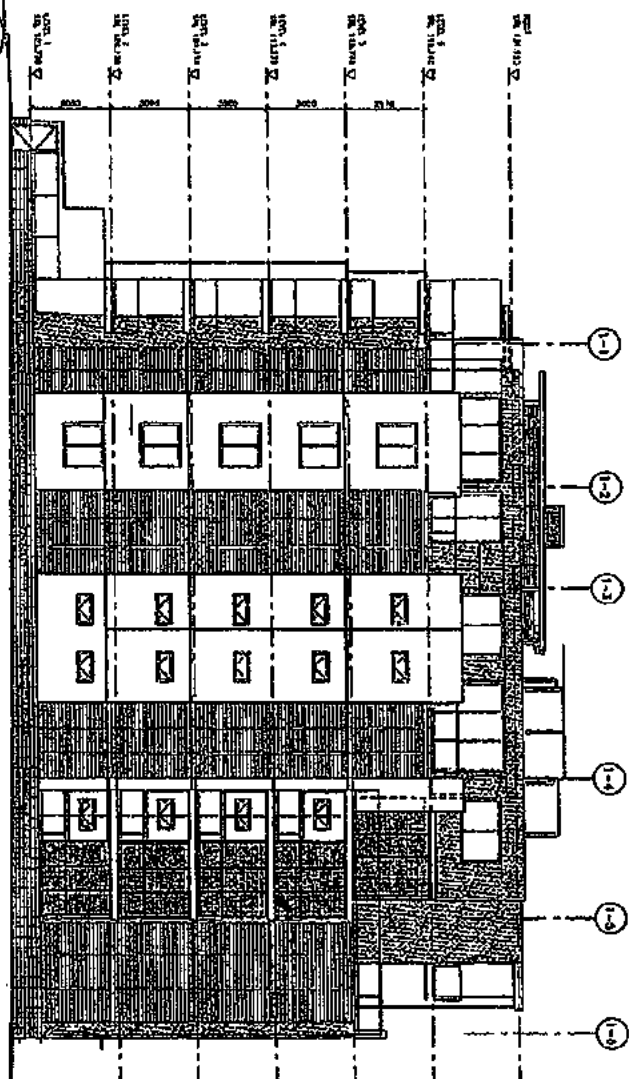
PROJECT
 darling island
 Sydney, Australia

PROJECT DESCRIPTION
 RESIDENTIAL DEVELOPMENT
 EXISTING PERGOLA AREA ENCLOSED
 SLIDING LOUNGE SCREENS + PERGOLA
 DRAWING TITLE
 SOUTH ELEVATION

DATE	22.06.2011	SCALE	1:200
PROJECT	280086	FILE	
DRAWING NUMBER	004	REV.	A

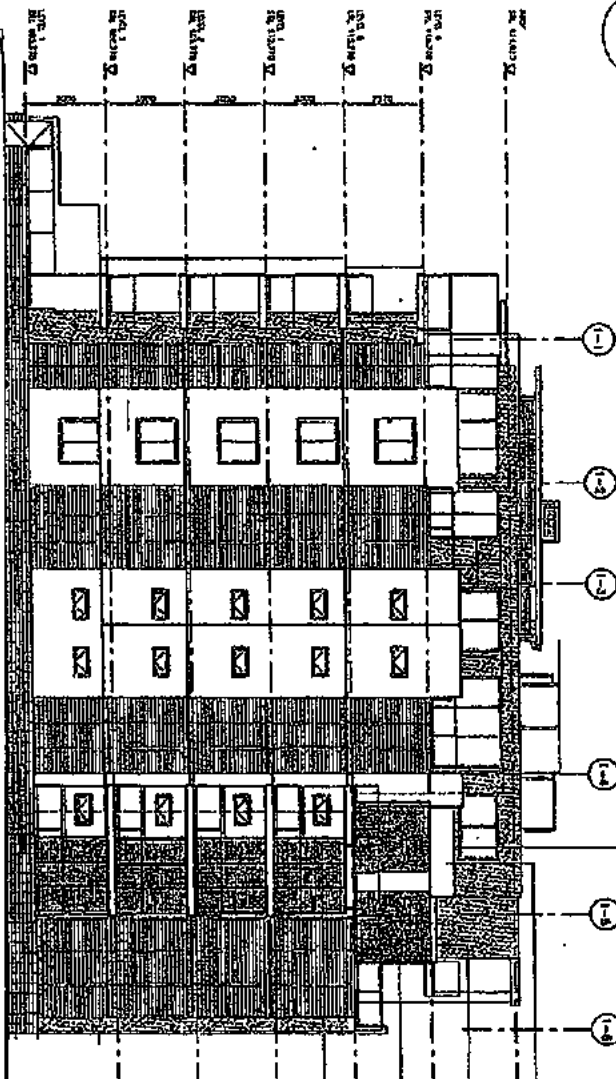
STATUS:
 DA SUBMISSION

12/3/20
 10/11/20



01 BUILDING 1 - WEST ELEVATION EXISTING

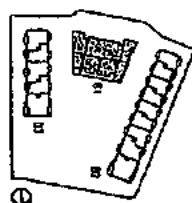
1: 200



02 BUILDING 1 - WEST ELEVATION PROPOSED

1: 200

DESIGN INTENT ONLY



NOTES
 DO NOT SCALE FROM DRAWINGS.
 VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING WORK.
 COPYING OR THE REPRODUCTION OF THIS DRAWING IS STRICTLY PROHIBITED
 WITHOUT THE CONSENT OF PTW ARCHITECTS PTW.

PTW

REV. NO.	DESCRIPTION	DATE	CHECKED
A	DA SUBMISSION	24.08.2011	
ARCHITECTS			
PTW Architects			
Level 17, 70 Castlereagh St			
Sydney NSW Australia 2000			
T +61 (0)2 9222 2077			
F +61 (0)2 9221 4139			
WWW.PTWARCHITECTS.COM			

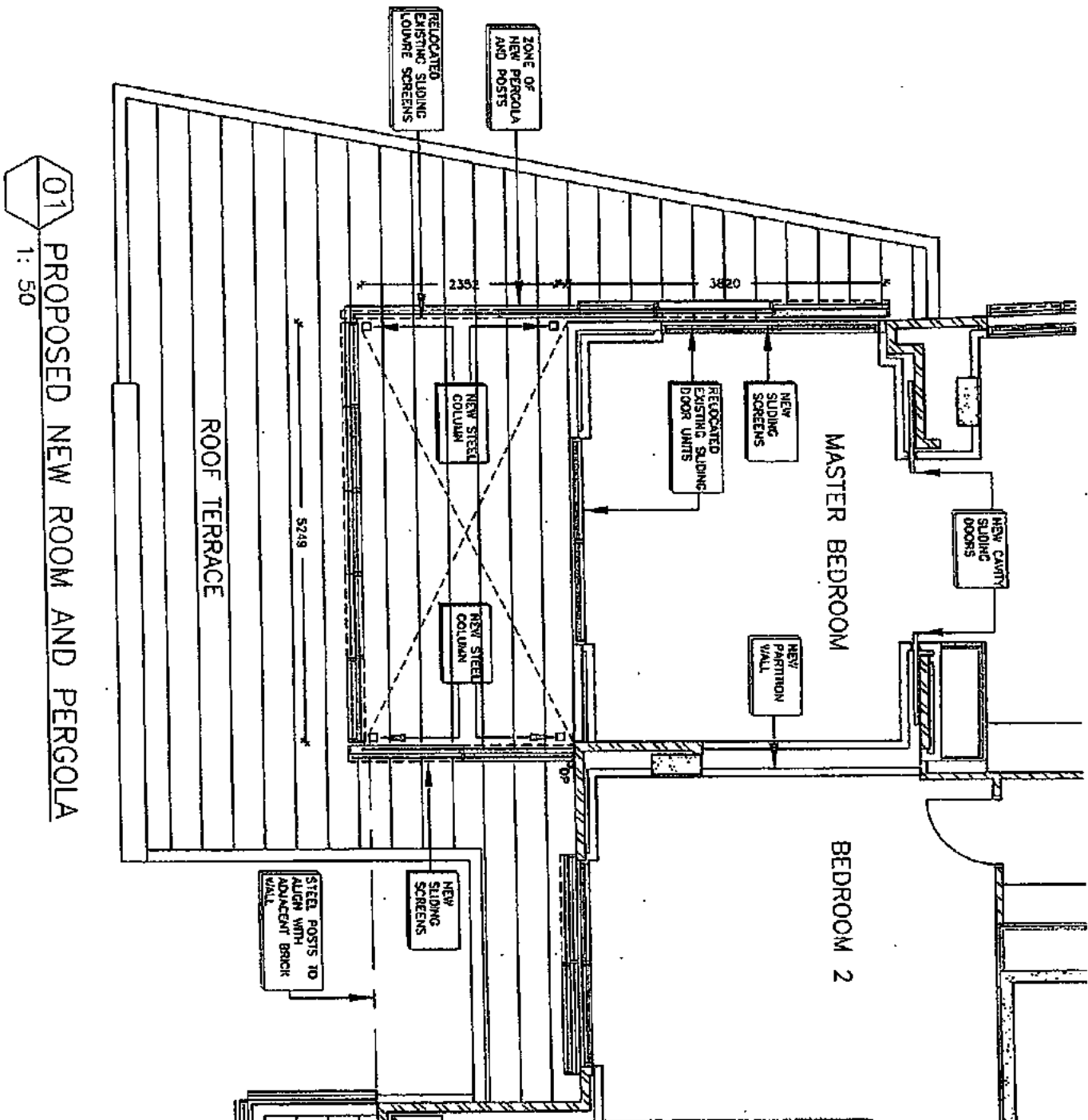
PROJECT
 darling island
 Sydney, Australia

PROJECT DESCRIPTION
 RESIDENTIAL DEVELOPMENT UNIT 151
 EXISTING PERGOLA AREA ENCLOSED
 SLIDING LOUNGE SCREENS + PERGOLA

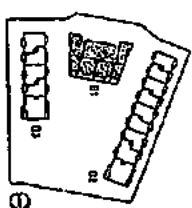
DRAWING TITLE
 WEST ELEVATION

DATE	SCALE	FILE	REV.
22.08.2011	1:200		
PROJECT	FILE	REV.	
200806			
DRAWING NUMBER	REV.	A	
005			

STATUS:
 DA SUBMISSION



DESIGN INTENT ONLY

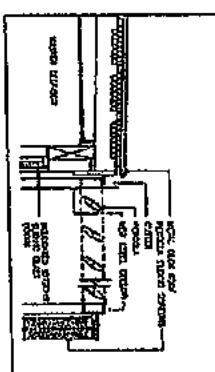
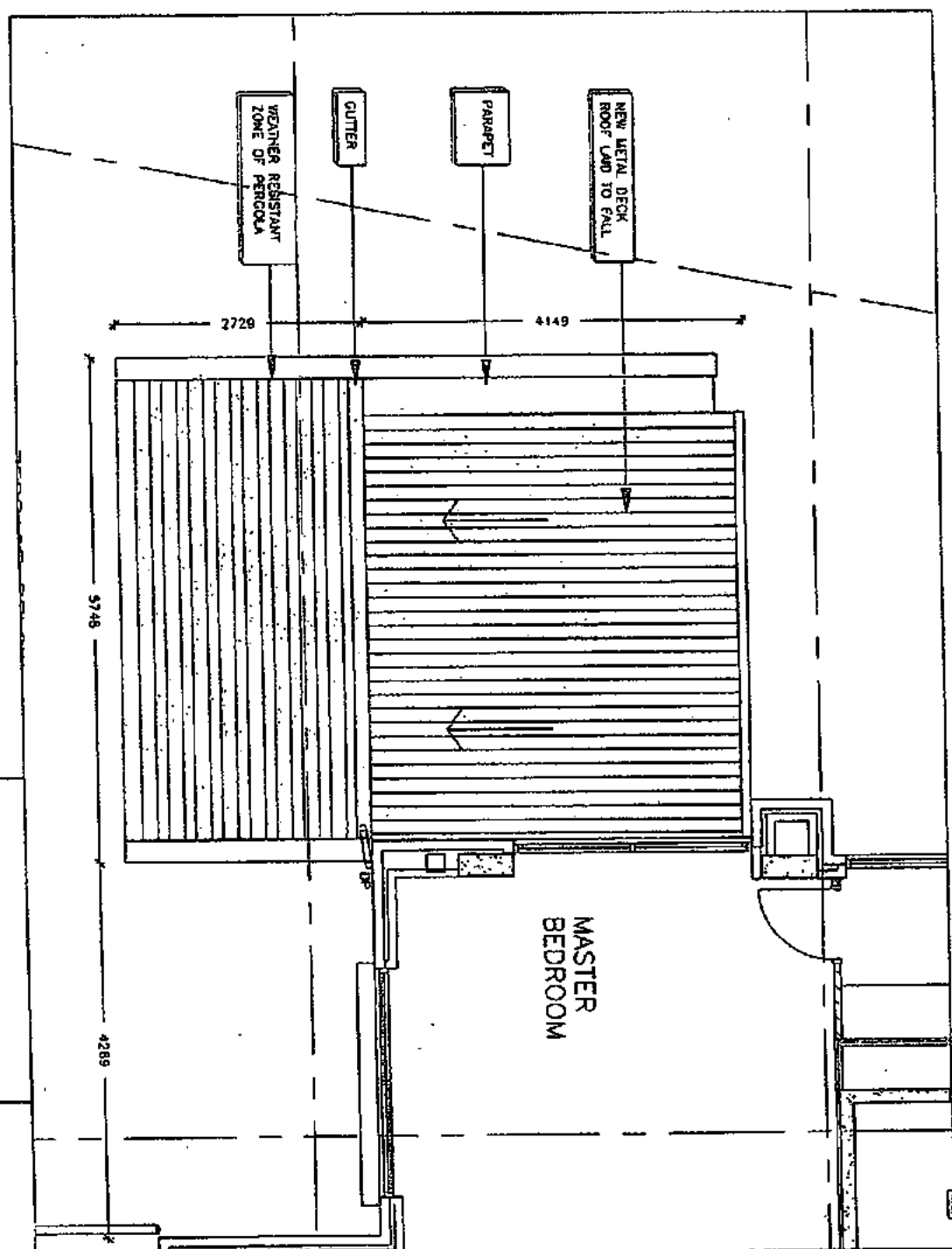


NOTES
 DO NOT SCALE FROM DRAWINGS.
 VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING WORK.
 VERIFY ALL DIMENSIONS ON THE DRAWING IS EXACTLY PROPORTIONED
 WITHOUT THE CONSENT OF PTW ARCHITECTS PTW.

REV. NO.	DESCRIPTION	DATE	CHECKED
A	ON SUBMISSION	28.08.2011	
ARCHITECTS	PTW		
PTW Architects	Level 17, 8 Cantonment St		
	Sydney NSW Australia 2000		
	T +61 (0) 8222 8877		
	F +61 (0) 8222 8139		
	www.ptwarchitects.com.au		
PROJECT	darling island		
	Sydney, Australia		
PROJECT DESCRIPTION	RESIDENTIAL DEVELOPMENT UNIT 151		
	EXISTING PERGOLA AREA ENCLOSED		
	SLIDING LOBBY SCREENS + PERGOLA		
DRAWING TITLE:	LEVEL 5 DETAIL PLAN		
DATE	22.05.2011	SCALE	1:50
PROJECT	200003	FILE	
DRAWING NUMBER	010	REV.	A
STATUS:	DA SUBMISSION		

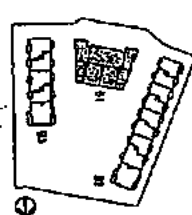
105/121

01 PROPOSED ROOF AND PERGOLA
 1: 50



02 SECTION
 1: 50

DESIGN INTENT ONLY



NOTES
 DO NOT SCALE FROM DRAWINGS.
 VERIFY ALL DIMENSIONS ON SITE BEFORE CONSTRUCTING WORK.
 COPIES ON DISSEMINATION OF THIS DRAWING STRICTLY PROHIBITED
 WITHOUT PERMISSION OF PTW ARCHITECTS PTW

THE OWNERS - STRATA PLAN NO. 15910
 Common Seal

[Signature]

REV. NO.	DESCRIPTION	DATE	DRAWN
A	DA SUBMISSION	20.08.2011	

ARCHITECTS
 PTW Architects
 Level 11, 9 Castlereagh St
 Sydney NSW Australia 2000
 T +61 (0) 2 9232 8897
 F +61 (0) 2 9231 4159
 www.ptw.com.au

PROJECT
 darling island
 Sydney, Australia

PROJECT DESCRIPTION
 RESIDENTIAL DEVELOPMENT UNIT 151
 EXISTING PERGOLA AREA ENCLOSED
 SLIDING LOWER SCREENS + PERGOLA

DRAWING TITLE:
 LEVEL 6 DETAIL PLAN

DATE	SCALE	FILE
22.08.2011	1:50	
PROJECT	FILE	
200605		
DRAWING NUMBER	REV.	A
011		

STATUS:
 DA SUBMISSION

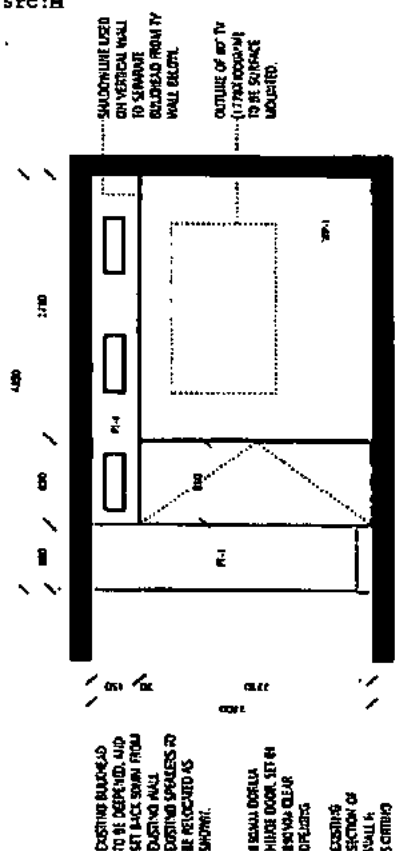
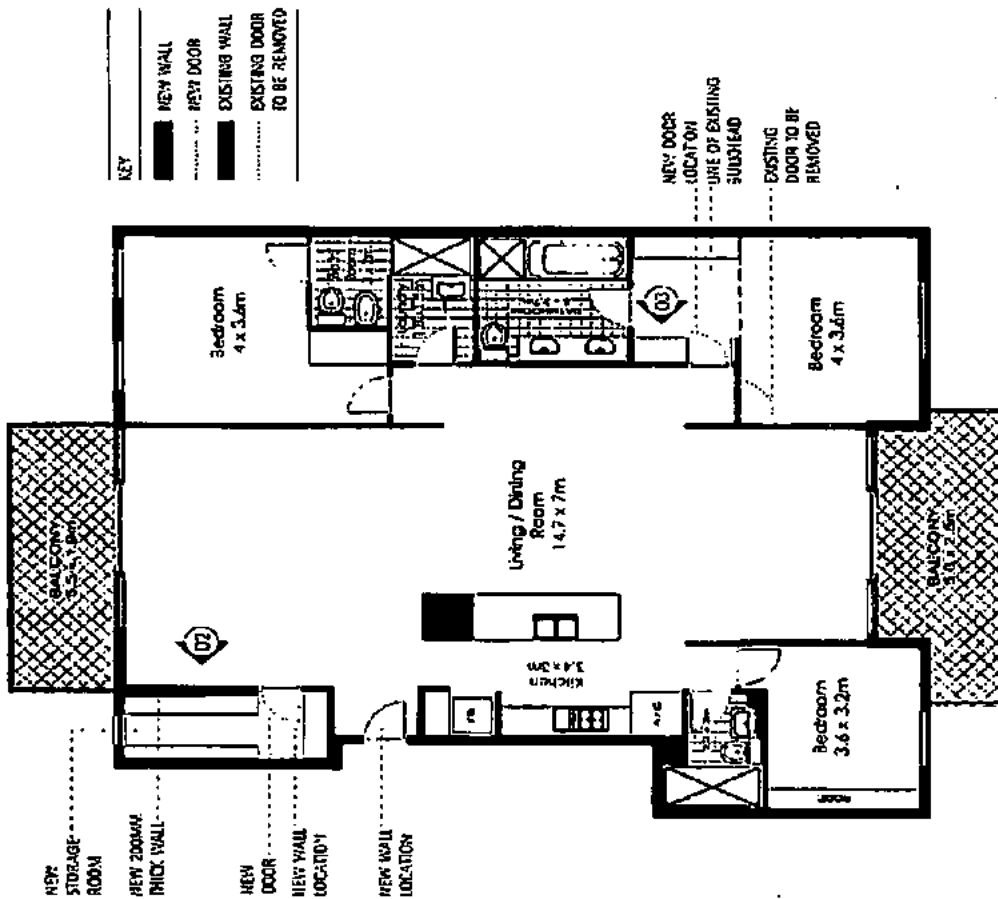
Special By-Law 16

Annexure

Req:R897801 /Doc:DL AK021356 /Rev:11-Dec-2015 /Sts:NO.OK /Prt:16-Dec-2015 09:08 /Pgs:ALL /Seq:7 of 19
 Ref:5P73910 /Src:M

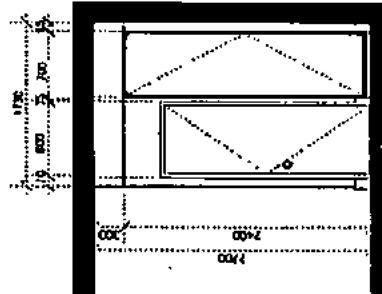
DRAWING 1 OF 5

UT:
 PL-1 PAINT ROOFED REDUCED 100
 WP-1 WALLPAPER PATCH (DET ROOM) (COLOUR CHANGES)



NEW TV WALL
 02 1.50 @ A3

"A"



NEW BEDROOM OPENING
 03 1.50 @ A3

01 PROPOSED CHANGES TO EXISTING PLAN
 (NOT TO SCALE)

KH KATRINAMILL
 KATRINAMILL Design Group Pty Ltd
 1/100-110/120/130/140/150/160/170/180/190/200/210/220/230/240/250/260/270/280/290/300/310/320/330/340/350/360/370/380/390/400/410/420/430/440/450/460/470/480/490/500/510/520/530/540/550/560/570/580/590/600/610/620/630/640/650/660/670/680/690/700/710/720/730/740/750/760/770/780/790/800/810/820/830/840/850/860/870/880/890/900/910/920/930/940/950/960/970/980/990/1000/1010/1020/1030/1040/1050/1060/1070/1080/1090/1100/1110/1120/1130/1140/1150/1160/1170/1180/1190/1200/1210/1220/1230/1240/1250/1260/1270/1280/1290/1300/1310/1320/1330/1340/1350/1360/1370/1380/1390/1400/1410/1420/1430/1440/1450/1460/1470/1480/1490/1500/1510/1520/1530/1540/1550/1560/1570/1580/1590/1600/1610/1620/1630/1640/1650/1660/1670/1680/1690/1700/1710/1720/1730/1740/1750/1760/1770/1780/1790/1800/1810/1820/1830/1840/1850/1860/1870/1880/1890/1900/1910/1920/1930/1940/1950/1960/1970/1980/1990/2000/2010/2020/2030/2040/2050/2060/2070/2080/2090/2100/2110/2120/2130/2140/2150/2160/2170/2180/2190/2200/2210/2220/2230/2240/2250/2260/2270/2280/2290/2300/2310/2320/2330/2340/2350/2360/2370/2380/2390/2400/2410/2420/2430/2440/2450/2460/2470/2480/2490/2500/2510/2520/2530/2540/2550/2560/2570/2580/2590/2600/2610/2620/2630/2640/2650/2660/2670/2680/2690/2700/2710/2720/2730/2740/2750/2760/2770/2780/2790/2800/2810/2820/2830/2840/2850/2860/2870/2880/2890/2900/2910/2920/2930/2940/2950/2960/2970/2980/2990/3000/3010/3020/3030/3040/3050/3060/3070/3080/3090/3100/3110/3120/3130/3140/3150/3160/3170/3180/3190/3200/3210/3220/3230/3240/3250/3260/3270/3280/3290/3300/3310/3320/3330/3340/3350/3360/3370/3380/3390/3400/3410/3420/3430/3440/3450/3460/3470/3480/3490/3500/3510/3520/3530/3540/3550/3560/3570/3580/3590/3600/3610/3620/3630/3640/3650/3660/3670/3680/3690/3700/3710/3720/3730/3740/3750/3760/3770/3780/3790/3800/3810/3820/3830/3840/3850/3860/3870/3880/3890/3900/3910/3920/3930/3940/3950/3960/3970/3980/3990/4000/4010/4020/4030/4040/4050/4060/4070/4080/4090/4100/4110/4120/4130/4140/4150/4160/4170/4180/4190/4200/4210/4220/4230/4240/4250/4260/4270/4280/4290/4300/4310/4320/4330/4340/4350/4360/4370/4380/4390/4400/4410/4420/4430/4440/4450/4460/4470/4480/4490/4500/4510/4520/4530/4540/4550/4560/4570/4580/4590/4600/4610/4620/4630/4640/4650/4660/4670/4680/4690/4700/4710/4720/4730/4740/4750/4760/4770/4780/4790/4800/4810/4820/4830/4840/4850/4860/4870/4880/4890/4900/4910/4920/4930/4940/4950/4960/4970/4980/4990/5000/5010/5020/5030/5040/5050/5060/5070/5080/5090/5100/5110/5120/5130/5140/5150/5160/5170/5180/5190/5200/5210/5220/5230/5240/5250/5260/5270/5280/5290/5300/5310/5320/5330/5340/5350/5360/5370/5380/5390/5400/5410/5420/5430/5440/5450/5460/5470/5480/5490/5500/5510/5520/5530/5540/5550/5560/5570/5580/5590/5600/5610/5620/5630/5640/5650/5660/5670/5680/5690/5700/5710/5720/5730/5740/5750/5760/5770/5780/5790/5800/5810/5820/5830/5840/5850/5860/5870/5880/5890/5900/5910/5920/5930/5940/5950/5960/5970/5980/5990/6000/6010/6020/6030/6040/6050/6060/6070/6080/6090/6100/6110/6120/6130/6140/6150/6160/6170/6180/6190/6200/6210/6220/6230/6240/6250/6260/6270/6280/6290/6300/6310/6320/6330/6340/6350/6360/6370/6380/6390/6400/6410/6420/6430/6440/6450/6460/6470/6480/6490/6500/6510/6520/6530/6540/6550/6560/6570/6580/6590/6600/6610/6620/6630/6640/6650/6660/6670/6680/6690/6700/6710/6720/6730/6740/6750/6760/6770/6780/6790/6800/6810/6820/6830/6840/6850/6860/6870/6880/6890/6900/6910/6920/6930/6940/6950/6960/6970/6980/6990/7000/7010/7020/7030/7040/7050/7060/7070/7080/7090/7100/7110/7120/7130/7140/7150/7160/7170/7180/7190/7200/7210/7220/7230/7240/7250/7260/7270/7280/7290/7300/7310/7320/7330/7340/7350/7360/7370/7380/7390/7400/7410/7420/7430/7440/7450/7460/7470/7480/7490/7500/7510/7520/7530/7540/7550/7560/7570/7580/7590/7600/7610/7620/7630/7640/7650/7660/7670/7680/7690/7700/7710/7720/7730/7740/7750/7760/7770/7780/7790/7800/7810/7820/7830/7840/7850/7860/7870/7880/7890/7900/7910/7920/7930/7940/7950/7960/7970/7980/7990/8000/8010/8020/8030/8040/8050/8060/8070/8080/8090/8100/8110/8120/8130/8140/8150/8160/8170/8180/8190/8200/8210/8220/8230/8240/8250/8260/8270/8280/8290/8300/8310/8320/8330/8340/8350/8360/8370/8380/8390/8400/8410/8420/8430/8440/8450/8460/8470/8480/8490/8500/8510/8520/8530/8540/8550/8560/8570/8580/8590/8600/8610/8620/8630/8640/8650/8660/8670/8680/8690/8700/8710/8720/8730/8740/8750/8760/8770/8780/8790/8800/8810/8820/8830/8840/8850/8860/8870/8880/8890/8900/8910/8920/8930/8940/8950/8960/8970/8980/8990/9000/9010/9020/9030/9040/9050/9060/9070/9080/9090/9100/9110/9120/9130/9140/9150/9160/9170/9180/9190/9200/9210/9220/9230/9240/9250/9260/9270/9280/9290/9300/9310/9320/9330/9340/9350/9360/9370/9380/9390/9400/9410/9420/9430/9440/9450/9460/9470/9480/9490/9500/9510/9520/9530/9540/9550/9560/9570/9580/9590/9600/9610/9620/9630/9640/9650/9660/9670/9680/9690/9700/9710/9720/9730/9740/9750/9760/9770/9780/9790/9800/9810/9820/9830/9840/9850/9860/9870/9880/9890/9900/9910/9920/9930/9940/9950/9960/9970/9980/9990/10000/10010/10020/10030/10040/10050/10060/10070/10080/10090/10100/10110/10120/10130/10140/10150/10160/10170/10180/10190/10200/10210/10220/10230/10240/10250/10260/10270/10280/10290/10300/10310/10320/10330/10340/10350/10360/10370/10380/10390/10400/10410/10420/10430/10440/10450/10460/10470/10480/10490/10500/10510/10520/10530/10540/10550/10560/10570/10580/10590/10600/10610/10620/10630/10640/10650/10660/10670/10680/10690/10700/10710/10720/10730/10740/10750/10760/10770/10780/10790/10800/10810/10820/10830/10840/10850/10860/10870/10880/10890/10900/10910/10920/10930/10940/10950/10960/10970/10980/10990/11000/11010/11020/11030/11040/11050/11060/11070/11080/11090/11100/11110/11120/11130/11140/11150/11160/11170/11180/11190/11200/11210/11220/11230/11240/11250/11260/11270/11280/11290/11300/11310/11320/11330/11340/11350/11360/11370/11380/11390/11400/11410/11420/11430/11440/11450/11460/11470/11480/11490/11500/11510/11520/11530/11540/11550/11560/11570/11580/11590/11600/11610/11620/11630/11640/11650/11660/11670/11680/11690/11700/11710/11720/11730/11740/11750/11760/11770/11780/11790/11800/11810/11820/11830/11840/11850/11860/11870/11880/11890/11900/11910/11920/11930/11940/11950/11960/11970/11980/11990/12000/12010/12020/12030/12040/12050/12060/12070/12080/12090/12100/12110/12120/12130/12140/12150/12160/12170/12180/12190/12200/12210/12220/12230/12240/12250/12260/12270/12280/12290/12300/12310/12320/12330/12340/12350/12360/12370/12380/12390/12400/12410/12420/12430/12440/12450/12460/12470/12480/12490/12500/12510/12520/12530/12540/12550/12560/12570/12580/12590/12600/12610/12620/12630/12640/12650/12660/12670/12680/12690/12700/12710/12720/12730/12740/12750/12760/12770/12780/12790/12800/12810/12820/12830/12840/12850/12860/12870/12880/12890/12900/12910/12920/12930/12940/12950/12960/12970/12980/12990/13000/13010/13020/13030/13040/13050/13060/13070/13080/13090/13100/13110/13120/13130/13140/13150/13160/13170/13180/13190/13200/13210/13220/13230/13240/13250/13260/13270/13280/13290/13300/13310/13320/13330/13340/13350/13360/13370/13380/13390/13400/13410/13420/13430/13440/13450/13460/13470/13480/13490/13500/13510/13520/13530/13540/13550/13560/13570/13580/13590/13600/13610/13620/13630/13640/13650/13660/13670/13680/13690/13700/13710/13720/13730/13740/13750/13760/13770/13780/13790/13800/13810/13820/13830/13840/13850/13860/13870/13880/13890/13900/13910/13920/13930/13940/13950/13960/13970/13980/13990/14000/14010/14020/14030/14040/14050/14060/14070/14080/14090/14100/14110/14120/14130/14140/14150/14160/14170/14180/14190/14200/14210/14220/14230/14240/14250/14260/14270/14280/14290/14300/14310/14320/14330/14340/14350/14360/14370/14380/14390/14400/14410/14420/14430/14440/14450/14460/14470/14480/14490/14500/14510/14520/14530/14540/14550/14560/14570/14580/14590/14600/14610/14620/14630/14640/14650/14660/14670/14680/14690/14700/14710/14720/14730/14740/14750/14760/14770/14780/14790/14800/14810/14820/14830/14840/14850/14860/14870/14880/14890/14900/14910/14920/14930/14940/14950/14960/14970/14980/14990/15000/15010/15020/15030/15040/15050/15060/15070/15080/15090/15100/15110/15120/15130/15140/15150/15160/15170/15180/15190/15200/15210/15220/15230/15240/15250/15260/15270/15280/15290/15300/15310/15320/15330/15340/15350/15360/15370/15380/15390/15400/15410/15420/15430/15440/15450/15460/15470/15480/15490/15500/15510/15520/15530/15540/15550/15560/15570/15580/15590/15600/15610/15620/15630/15640/15650/15660/15670/15680/15690/15700/15710/15720/15730/15740/15750/15760/15770/15780/15790/15800/15810/15820/15830/15840/15850/15860/15870/15880/15890/15900/15910/15920/15930/15940/15950/15960/15970/15980/15990/16000/16010/16020/16030/16040/16050/16060/16070/16080/16090/16100/16110/16120/16130/16140/16150/16160/16170/16180/16190/16200/16210/16220/16230/16240/16250/16260/16270/16280/16290/16300/16310/16320/16330/16340/16350/16360/16370/16380/16390/16400/16410/16420/16430/16440/16450/16460/16470/16480/16490/16500/16510/16520/16530/16540/16550/16560/16570/16580/16590/16600/16610/16620/16630/16640/16650/16660/16670/16680/16690/16700/16710/16720/16730/16740/16750/16760/16770/16780/16790/16800/16810/16820/16830/16840/16850/16860/16870/16880/16890/16900/16910/16920/16930/16940/16950/16960/16970/16980/16990/17000/17010/17020/17030/17040/17050/17060/17070/17080/17090/17100/17110/17120/17130/17140/17150/17160/17170/17180/17190/17200/17210/17220/17230/17240/17250/17260/17270/17280/17290/17300/17310/17320/17330/17340/17350/17360/17370/17380/17390/17400/17410/17420/17430/17440/17450/17460/17470/17480/17490/17500/17510/17520/17530/17540/17550/17560/17570/17580/17590/17600/17610/17620/17630/17640/17650/17660/17670/17680/17690/17700/17710/17720/17730/17740/17750/17760/17770/17780/17790/17800/17810/17820/17830/17840/17850/17860/17870/17880/17890/17900/17910/17920/17930/17940/17950/17960/17970/17980/17990/18000/18010/18020/18030/18040/18050/18060/18070/18080/18090/18100/18110/18120/18130/18140/18150/18160/18170/18180/18190/18200/18210/18220/18230/18240/18250/18260/18270/18280/18290/18300/18310/18320/18330/18340/18350/18360/18370/18380/18390/18400/18410/18420/18430/18440/18450/18460/18470/18480/18490/18500/18510/18520/18530/18540/18550/18560/18570/18580/18590/18600/18610/18620/18630/18640/18650/18660/18670/18680/18690/18700/18710/18720/18730/18740/18750/18760/18770/18780/18790/18800/18810/18820/18830/18840/18850/18860/18870/18880/18890/18900/18910/18920/18930/18940/18950/18960/18970/18980/18990/19000/19010/19020/19030/19040/19050/19060/19070/19080/19090/19100/19110/19120/19130/19140/19150/19160/19170/19180/19190/19200/19210/19220/19230/19240/19250/19260/19270/19280/19290/19300/19310/19320/19330/19340/19350/19360/19370/19380/19390/19400/19410/19420/19430/19440/19450/19460/19470/19480/19490/19500/19510/19520/19530/19540/19550/19560/19570/19580/19590/19600/19610/19620/19630/19640/19650/19660/19670/19680/19690/19700/19710/19720/19730/19740/19750/19760/19770/19780/19790/19800/19810/19820/19830/19840/19850/19860/19870/19880/19890/19900/19910/19920/19930/19940/19950/19960/19970/19980/19990/20000/20010/20020/20030/20040/20050/20060/20070/20080/20090/20100/20110/20120/20130/20140/20150/20160/20170/20180/20190/20200/20210/20220/20230/20240/20250/20260/20270/20280/20290/20300/20310/20320/20330/20340/20350/20360/20370/20380/20390/20400/20410/20420/20430/20440/20450/20460/20470/20480/20490/20500/20510/20520/20530/20540/20550/20560/20570/20580/20590/20600/20610/20620/20630/20640/20650/20660/2067



Karlens H&B Design Group, Inc.
58,770-78 Madison Street,
Madison, WI 53703
Tel: 608/557-0089
Fax: 608/557-0089

[illegible]

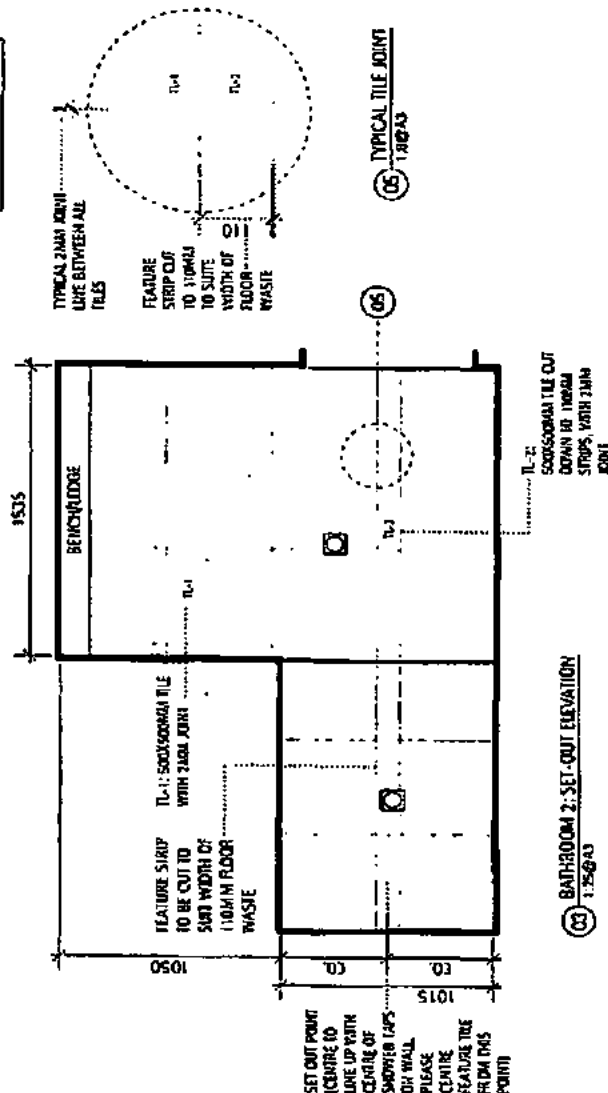
ADMINISTRATIVE

[illegible]

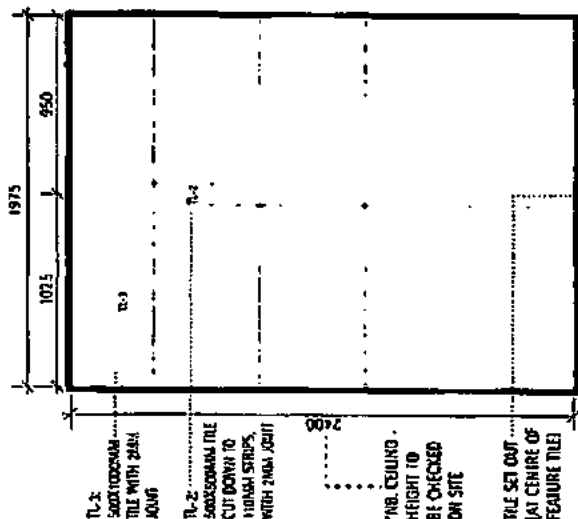
10

5100-135 701
2000-45 821

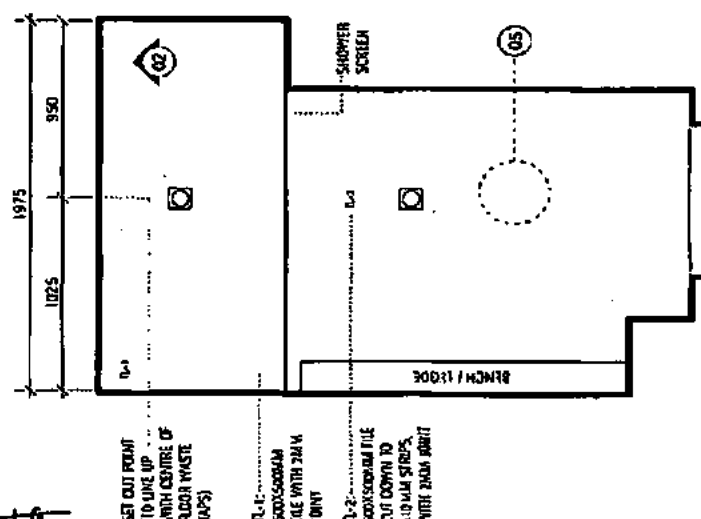
DRAWING 2 OF 5



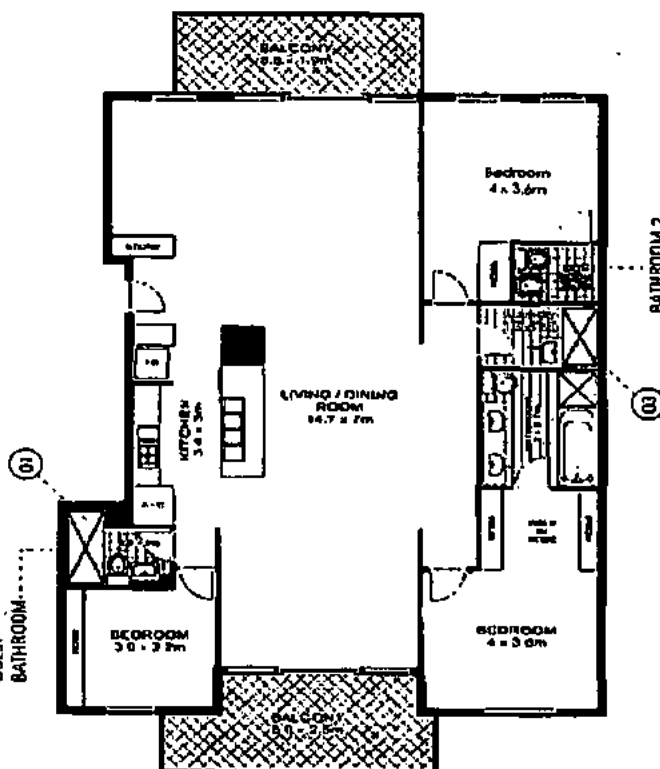
NOTATION 2. SET-OUT DRAWING



GUEST BATHROOM: SET-OUT ELEVATION



GUEST BATHROOM: SET-OUT PLAN



REFERENCE PLAN

~~81-9~~

109/121

Req:R897801 /Doc:DL AK021356 /Rev:11-Dec-2015 /Sta:NO OK /Prt:16-Dec-2015 09:08 /Pgs:ALL /Seq:9 of 19
 Ref:SP73910 /Src:M

DRAWING 3 OF 5

BEDROOM 3 RENOVATIONS
 KEY:
 NEW FLOOR TO CEILING SHELVING TO BE INSTALLED
 EXISTING WARDROBE TO BE REMOVED AND DESK AND SHELVING TO CEILING TO BE INSTALLED
 EXISTING BULBHEAD TO BE RETAINED

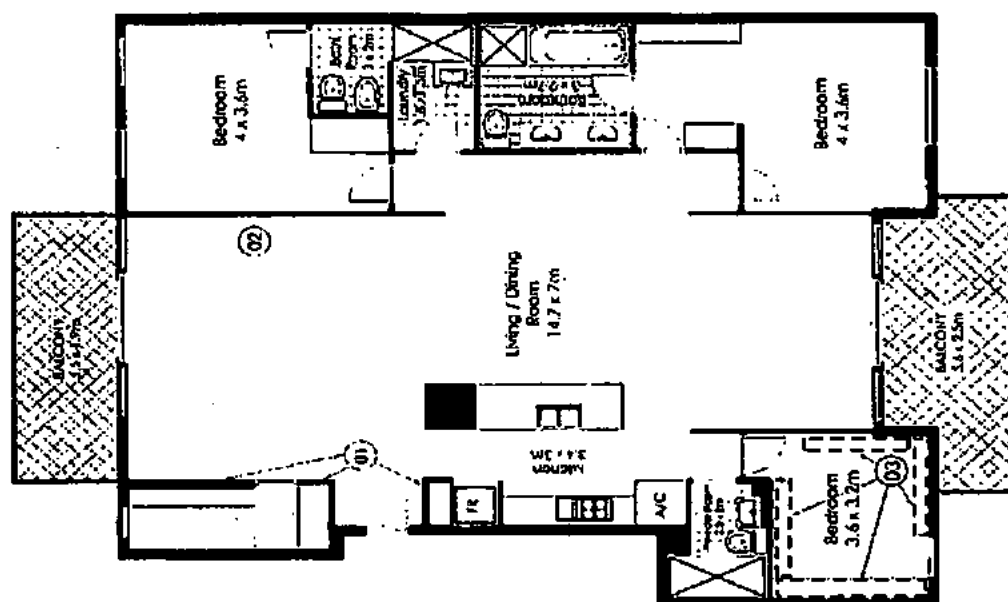
02

2ING CHANGES
 KEY:
 SUNTECH TILING OVER EXISTING TILES
 BATHROOM TILE SIZE / COLOUR:
 SOLIDBROWN FOR FLOORS
 SOLIDBROWN FOR WALLS
 BATH WITH 2MM JOINTS
 USING SUNTECH "REVOLUTION" SVC 000 & "TECH" "GOUGE" WHITE CLOUD FOR CENTRE 118A SOLIDBROWN
 WALL OF BATHROOM 2 TO BE TILED IN SAME LAYOUT AS GUEST BATHROOM
 USE SEPARATE TILING PLANS FOR BATHROOM 2
 LAUNDRY TILE SIZE / COLOUR:
 SOLIDBROWN WITH 2MM JOINTS FOR FLOORS
 USING SUNTECH "REVOLUTION" SVC 000
 DINING / LIVING AREA TILE SIZE / COLOUR:
 1000x300x10MM FOR FLOORS WITH 2MM JOINTS USING SUNTECH "REVOLUTION" SVC 000

02

CONSTRUCTION CHANGES
 KEY:
 NEW WALL
 NEW DOOR
 EXISTING WALL TO BE REMOVED

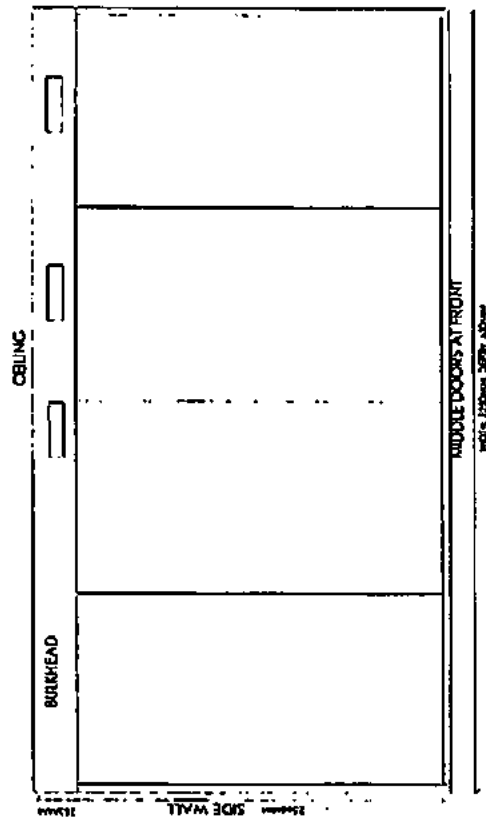
01



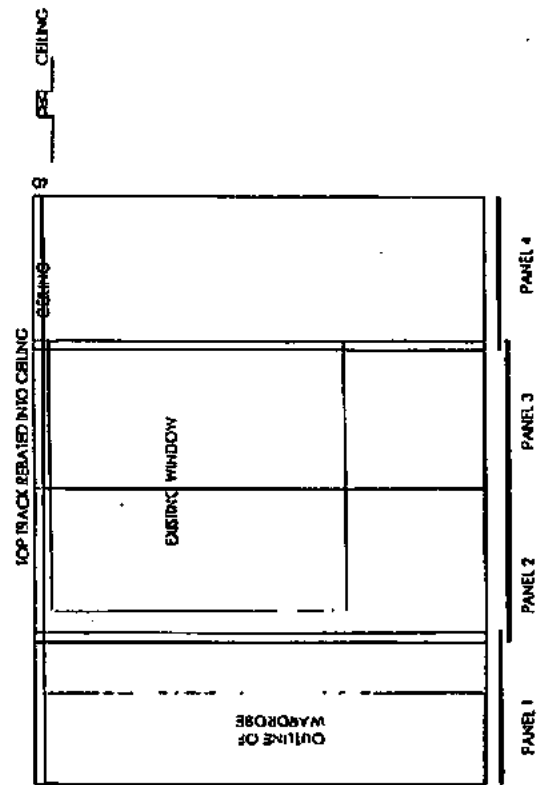
110/121

PLANS NOT TO SCALE

03 BEDROOM 1 WARDROBE DOORS

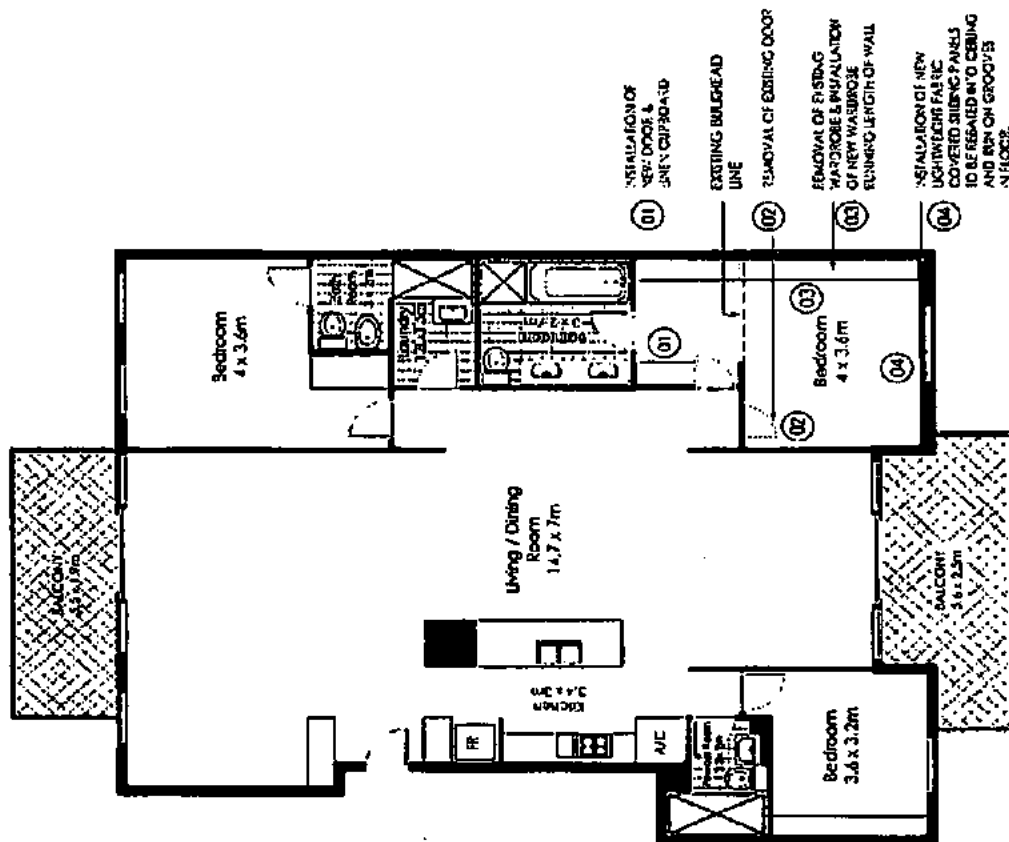


04 BEDROOM | FABRIC COVERED SLIDING PANELS



PLANS ARE NOT TO SCALE

OVERVIEW OF CHANGES TO BEDROOM 1



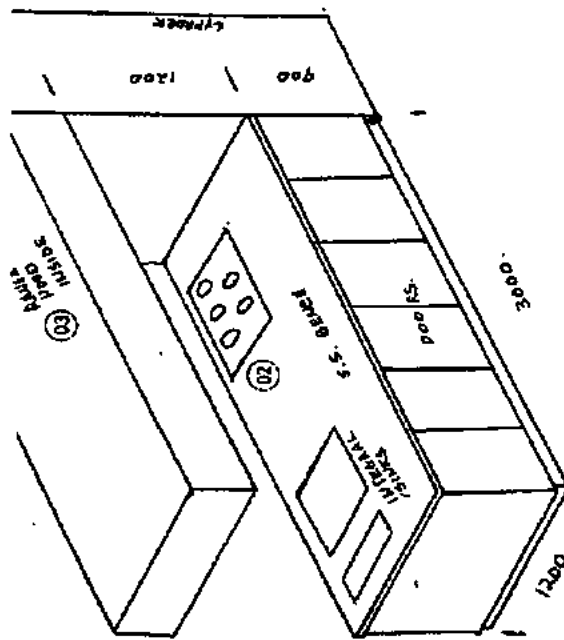
10/19

$$111/121$$

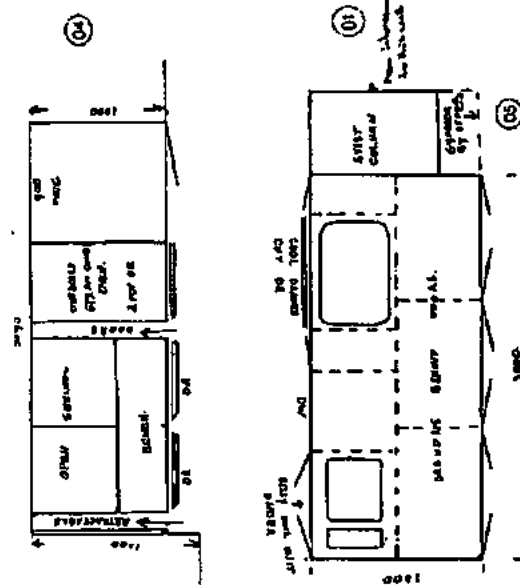
Req:R897801 /Doc:DL AK021356 /Rev:11-Dec-2015 /Sta:NO.OK /Prt:16-Dec-2015 09:08 /Pgs:ALL /Seq:11 of 19
 Ref:SP73910 /Src:M

DRAWING 5 OF 5

PROPOSED RANGEHOOD LAYOUT TOGETHER WITH COOKTOP AND SINK

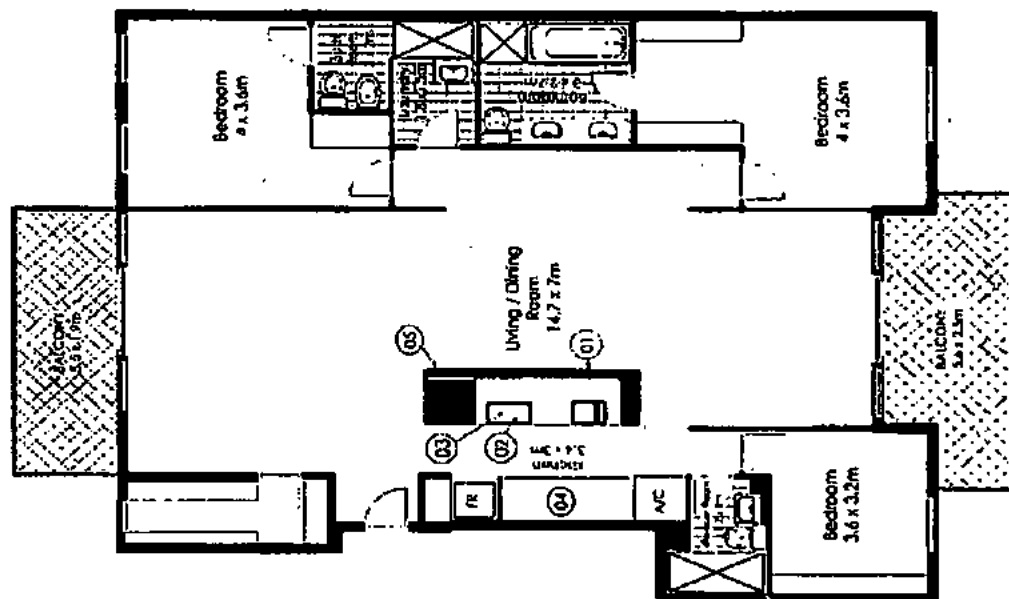


PROPOSED KITCHEN LAYOUT



PLANS ARE NOT TO SCALE

PROPOSED CHANGES TO KITCHEN



- 01 CHANGES TO EXISTING KITCHEN LAYOUT
- 02 EXTEND WIDTH OF EXISTING BENCHTOP TO 1200MM AND LENGTH TO 3000MM
- 03 INSTALL RENOVATION COOKTOP. SPECIAL BT-LAW TO ALLOW FOR REQUISITE THREE-PHASE POWER INSTALLATION PASSED AT 2013 AGM.
- 04 RANGEHOOD TO BE RE-LOCATED ABOVE THE NEW RENOVATION COUNTERTOP.
- 05 INSTALL STAINLESS STEEL BENCHTOP & WALL COVER TOGETHER WITH UNDERSIDE CLADDING OF RANGEHOOD.
- 06 EXTEND COOKER CURBOARD LINE TO MATCH NEW CONSTRUCTION MORE IN LIVING AREA. DETAILS AT DRAWING 1 OF 5.
- 07 EXTEND SERVICE DUCT OF PIPES TO HAVE DETERMINE AS EXTENDED B.L. AND BENCHTOP

4/19

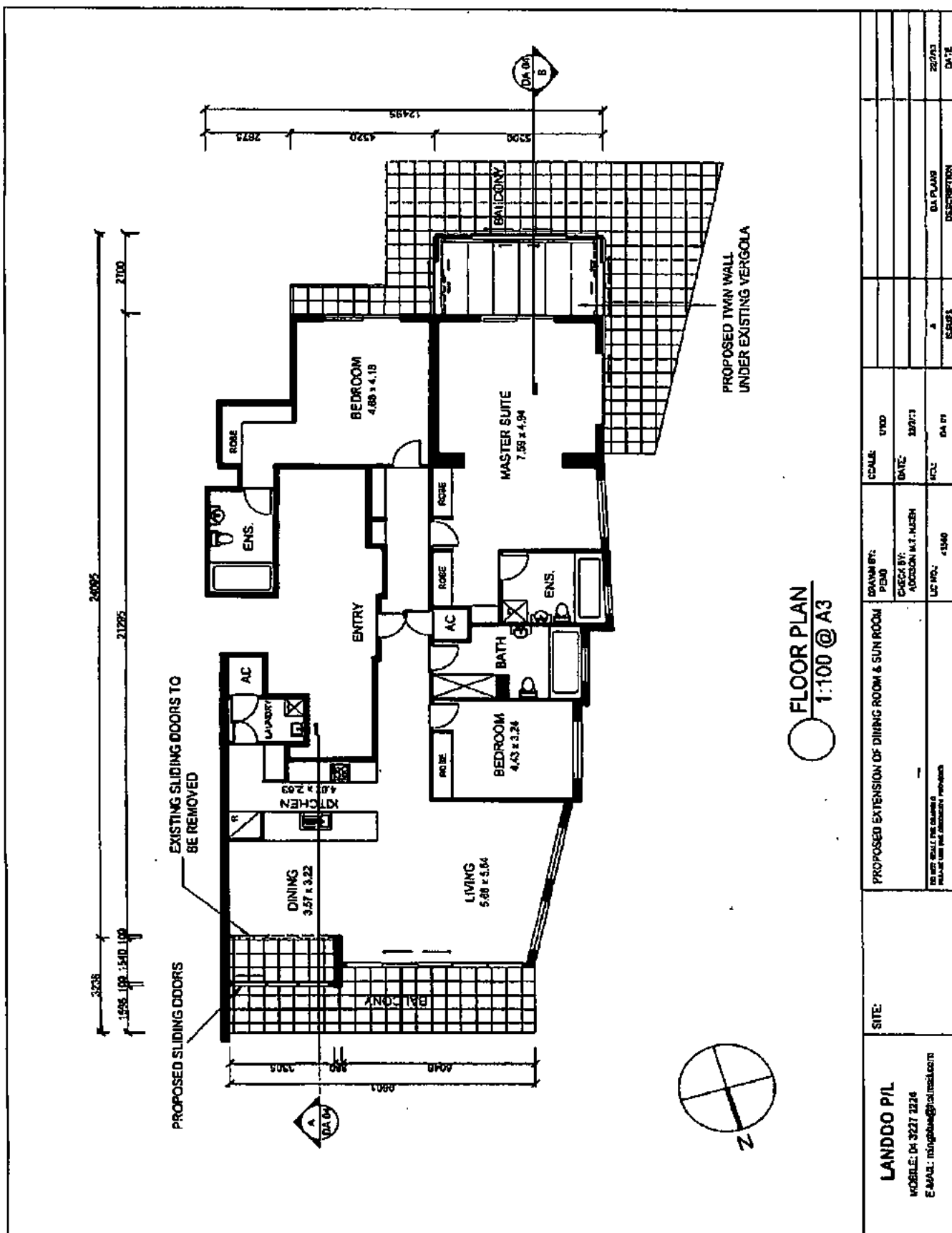
112/121

Special By-Law 17

Annexure

Req:R897801 /Doc:DL AK021356 /Rev:11-Dec-2015 /Sts:NO OK /Prt:16-Dec-2015 09:08 /Pgs:ALL /Seq:16 of 19
 Ref:SP73910 /Src:M

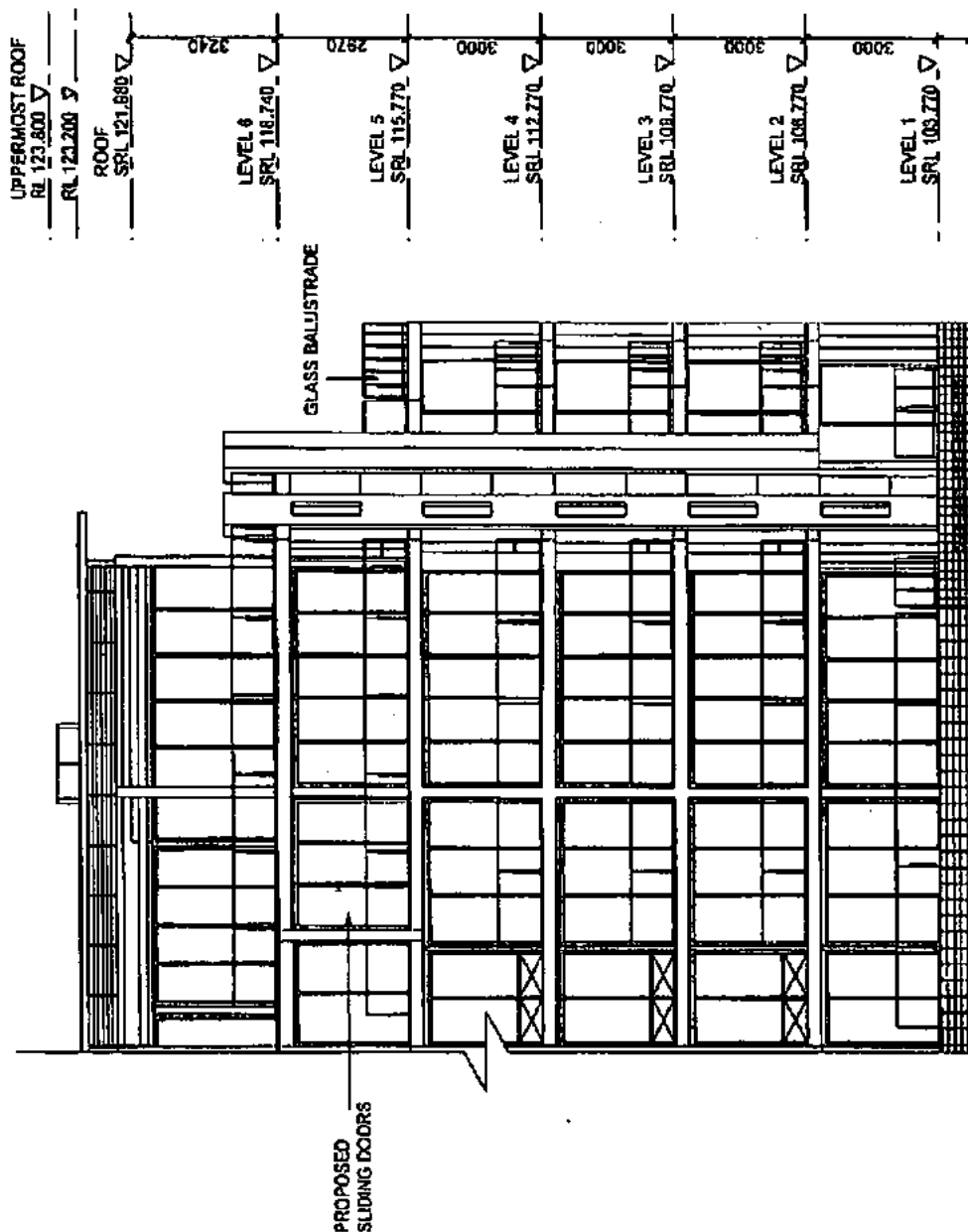
" A "



SITE:	LANDCO P/L	PROPOSED EXTENSION OF DINING ROOM & SUN ROOM				DATE			
		DO NOT SCALE THE DRAWING PLEASE USE THE DIMENSION PROVIDED				DATE			
DATE	11/11/19	MOBILE: 04 3227 3226	E-MAIL: info@landco.com.au	SCALE	1:100 @ A3	DATE	12/01/13	DATE	25/01/13
DATE	11/11/19	MOBILE: 04 3227 3226	E-MAIL: info@landco.com.au	SCALE	1:100 @ A3	DATE	12/01/13	DATE	25/01/13

114/121

Req:R897801 /Doc:DL AK021356 /Rev:11-Dec-2015 /Sts:NO.OK /Prt:16-Dec-2015 09:08 /Pgs:ALL /Seq:17 of 19
 Ref:SP73910 /Src:M

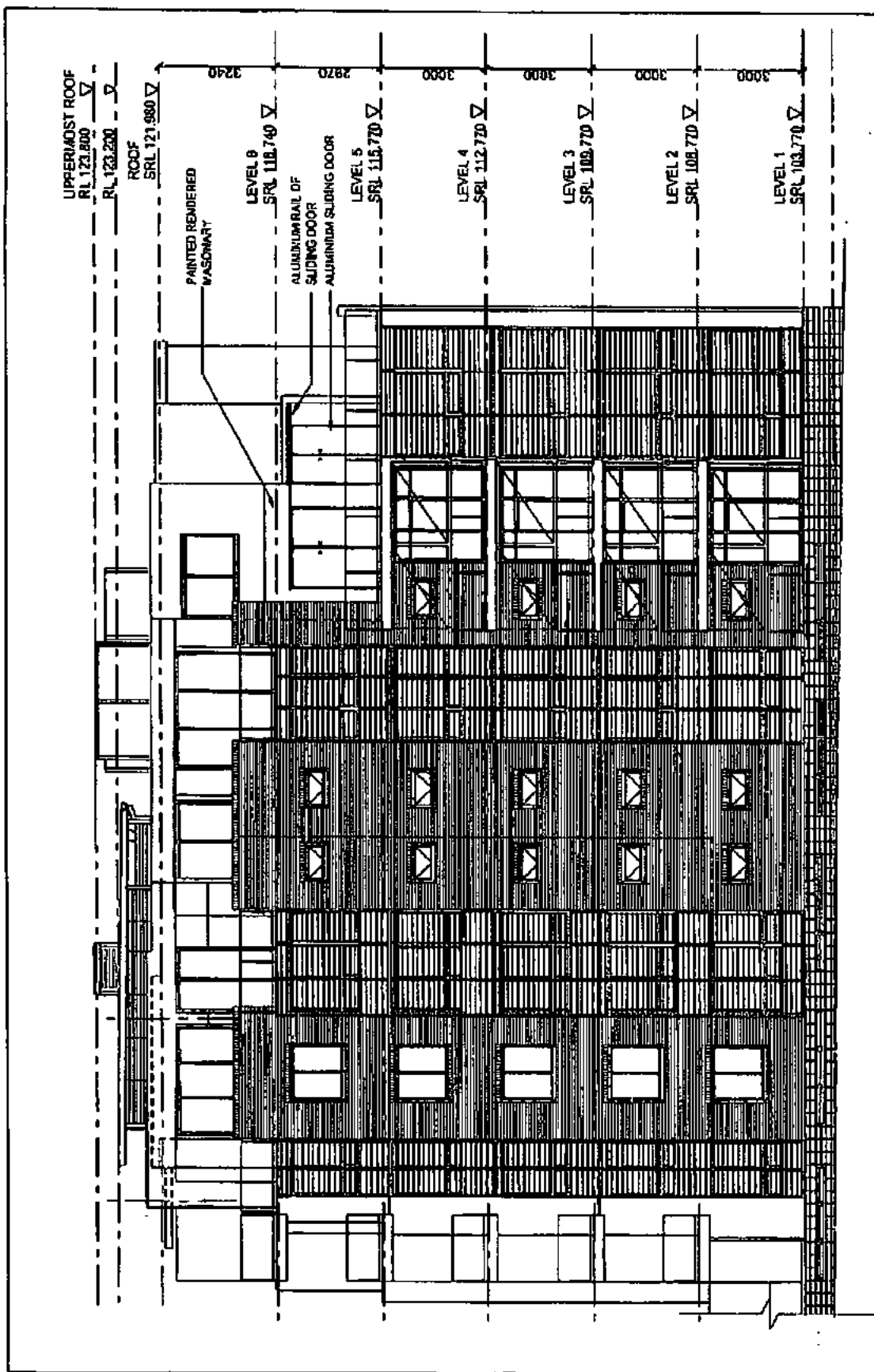


NORTH ELEVATION
 1:100 @ A3

LANDOO P/L A083 E: 04 2227 2224 E-MAIL: info@landoo.com.au	SITE:	PROPOSED EXTENSION OF DINING ROOM & SUN ROOM	DRAWN BY: PENG	SCALE 1:100	DATE 22/12	DATE 04/02	DATE
DO NOT SCALE THE DRAWING PLEASE USE THE DIMENSIONS PROVIDED	LIC NO: 43580	LIC NO: 43580	CHECK BY: ANDREW M. HEN	DATE 22/12	DATE 04/02	DATE	DATE

115/121
 12/19

Req:R897801 /Doc:DL AK021356 /Rev:11-Dec-2015 /Sts:NO OK /Prt:16-Dec-2015 09:08 /Pgs:ALL /Seq:18 of 19
 Ref:SP73910 /Src:M

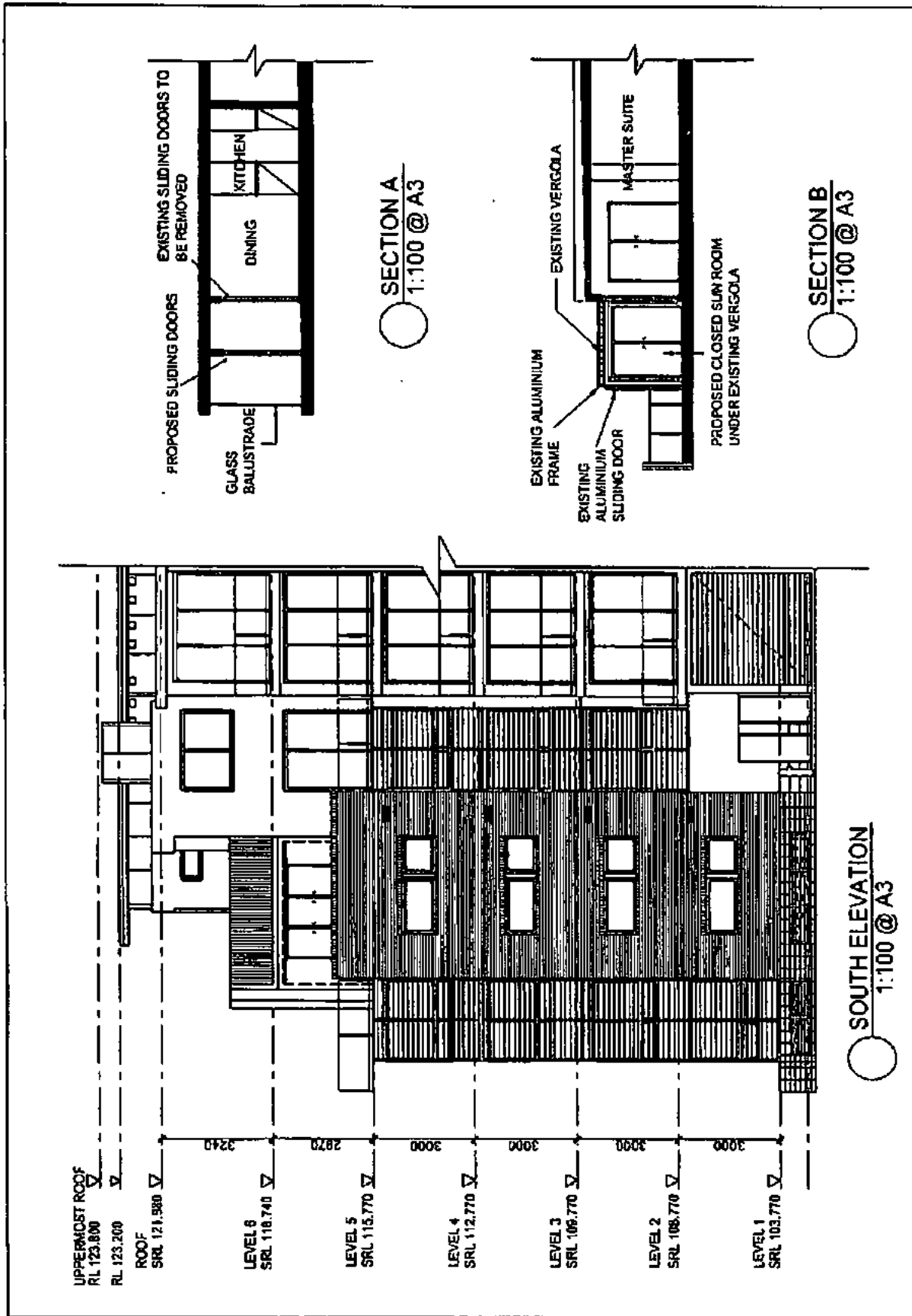


○ WEST ELEVATION
 1:100 @ A3

LANDOO P/L MOBILE: 04 3227 2214 E-MAIL: info@landoo.com.au	SITE:	PROPOSED EXTENSION OF DINING ROOM & SUN ROOM	DRAWING: PIANO CHECK BY: ARCHITECT DATE: 22/10/20	SCALE: 1:100	DATE: 22/10/20 DRAWN BY: P. J. JENKINS CHECKED BY: P. J. JENKINS DATE: 22/10/20
---	-------	--	---	--------------	--

18/19
 116 / 121

Req:R897801 /Doc:DL AK021356 /Rev:11-Dec-2015 /Sts:NO.OK /Prt:16-Dec-2015 09:08 /Pgs:ALL /Seq:19 of 19
 Ref:SP73910 /Src:M



LANDOO P/L MOBILE: 04 3271 2224 E-MAIL: info@landoo.com	SITE:	PROPOSED EXTENSION DINING ROOM & SUN ROOM 2013 LANDOO P/L 2013 LANDOO P/L 2013 LANDOO P/L	REMARKS:	SCALE:				
			PLAN	1/100				
			CHECK BY:	DATE:				
			ADDITIONAL T. SHEET	22/7/13				
			LIC. NO.:	NO.:	ON PL			
			61550					

STRATA SCHEME 73910

Special By-Law 20

Works - Lot 43

PART 1 GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. Act means the Strata Schemes Management Act 1996.
- b. Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. Building means the building situated at 3 Darling Island Road, Pyrmont.
- d. Insurance means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the *Home Building Act 1989* (if any); and
 - iii. workers' compensation insurance.
- e. Lot means lot 43 in strata plan 73910.
- f. Owner mean(s) the owner(s) of the Lot, being Ronald Boulden and Melanie Boulden.
- g. Works means the works to the Lot and common property to be carried out for and in connection with the Owners' renovation of all three bathrooms in the Lot including:
 - i. Disconnection of plumbing;
 - ii. Removal of bath (en-suite only), shower screen, toilet and joinery;
 - iii. Removal of all wall and floor tiles;
 - iv. Installation of new pipes for taps and shower;
 - v. Waterproofing to be undertaken by a licensed water proofer;
 - vi. Installation of new wall and floor tiles;
 - vii. Installation of bath (en-suite only), new cabinet, toilet and shower screen;
 - viii. Patch render where required;

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;

- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the lot within forty- eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 8:30am and 5:30pm Monday - Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- g. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j. provide the owners corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by law; and
- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and

- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.



Approved Form 10

Certificate re Initial Period

FILM WITH

DM970336

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 73910 was affixed on [^] 5/12/17 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature:  Name: Daniel Cockerell

Authority: Strata Managing Agent

Signature: _____ Name: _____ Authority: _____

[^] Insert appropriate date

* Strike through if inapplicable.



Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Monti Lawyers

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



AQ274939X

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

(A) TORRENS TITLE	For the common property CP/SP73910		
	(B) LODGED BY	Document Collection Box 659M Reference:	Name, Address or DX, Telephone, and Customer Account Number if any SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400 Monti: 70534201
			CODE CH

(C) The Owners-Strata Plan No 73910 certify that a special resolution was passed on 26 March 2020.

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No N/A
Added by-law No Special By-Laws No. 22-23.
Amended by-law No N/A
as fully set out below:
Please see attached.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.

(G) The seal of the Owners-Strata Plan No 73910 was affixed on 15/07/20 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: SCOTT MARTIN

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



Annexure 1 to Change of By-Laws

By-Laws

By-Law 1

About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Darling Island Apartment.

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

1.3 Changing the by-laws

The Owners Corporation may make, amend or repeal a by-law only where this will not conflict with the Common Property Lease.

By-Law 2

Your behaviour

2.1 What are your general obligations?

You must not:

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

2.2 Quiet enjoyment

Offensive noise is defined as any noise or mixture of noises that, by reason of its level, nature, character or quality, or the time at which it is made, is harmful to (or is likely to be harmful to) a person who is outside the premises from which it is emitted, or interferes unreasonably with (or is likely to interfere unreasonably with) the comfort or repose of a person who is not in the premises from which it is emitted ie in another apartment or on Common Property or outside the apartment.

You are responsible for ensuring that you and your visitors do not cause offensive noise which can be heard in any habitable room in a neighbour's apartment or on Common Property or externally. Restrictions on offensive noise are:

- power tools usage and other works activities likely to cause offence can only take place between 7am and 5.00 pm Monday to Friday, 8.00 am to midday Saturday and no activity Sundays and public holidays;

The seal of The Owners – Strata Plan No. 73910 was affixed on 15/07/20 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): 

Name(s) [use block letters]: SCOTT MARTIN

Authority: Strata Managing Agent



- b. musical instruments and amplified music can only be played in a way that they can be heard by neighbours between 8.00 am and 11.00pm on Fridays and Saturdays and the day before a public holiday, between 8.00am and 12.30am on New Year's Eve/Day and between 8.00 am and 10.00 pm on all other days;
- c. noise generated by a gathering of people, particularly on balconies, should only be heard by neighbours between 8.00 am and 11.00pm on Fridays and Saturdays and the day before a public holiday, between 8.00am and 12.30am on New Year's Eve/Day and between 8.00 am and 10.00 pm on all other days.

2.3 Complying with the law

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

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

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

By-Law 3

Responsibility for others

3.1 Your General Obligations

You must:

- a. take all reasonable actions to ensure your visitors comply with the By-Laws; and
- b. make your visitors leave the Building if they do not comply with the By-Laws; and
- c. take reasonable care about who you invite into the Building;
- d. accompany your visitors at all times, except when they are entering or leaving the Building; and
- e. in addition to your obligations under By-Law 13 ("Using the Health Club"), ensure that:
 - i. an adult exercising effective control accompanies children under 12, who are in your care, when the children are in parts of the Darling Island Apartments which could be dangerous to them (eg in the carpark or on driveways);
 - ii. children who are in your care do not play in any Common Property areas inside the Building (eg in corridors, lift lobbies or stairwells) other than as allowed in the Health Club.

You must not allow another person to do anything which you cannot do under the By-Laws.

3.2 Requirements if You Sub-lease Your Apartment

Your apartment is subject to a lease from the Authority, currently Property NSW. If you sub-lease or license your Apartment, you must:

- a. include in any sub-lease or other agreement with an Occupier of your Lot a copy of the current By-Laws as well as provisions requiring the Occupier to refrain from breaching the By-Laws;
- b. notify the Owners Corporation within 14 days of a sub-lease or licence being enacted; and
- c. ensure that your tenant or licensee and their visitors comply with the By-Laws; and
- d. take all action available to you, including action under the sub-lease or licence agreement, to make them comply with the By-Laws or, failing that, leave the Building.

By-Law 4

Obligations for your apartment

4.1 General obligations

You must:

- a. keep your Apartment clean and tidy and in good repair and condition; and
- b. promptly advise the Owners Corporation of any Common Property which is damaged or unserviceable; and

- c. properly maintain, repair and, where necessary, replace the fixtures and equipment which service your Apartment including any installations or alterations to your Apartment (whether or not you made the installation or alteration); and
- d. notify the Owners Corporation if you change the use of your Apartment in a way which may affect its insurance policies or premiums. See by-law 23 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- e. at your expense, comply with all laws about your Apartment, including requirements of Government Agencies; and
- f. at your expense, comply with the terms of the Lot Lease for your Apartment.

4.2 Building appearance

- a. carry out any building work except as allowed under By-Law 22 (Cosmetic Works); or
- b. install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- c. install an intruder alarm with a signal which could be audible outside the Lot; or
- d. attach, install or hang a satellite dish or an aerial or wires outside your Apartment or on the Building; or
- e. affix window tinting or other treatments to windows and doors in your apartment.

4.3 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under By-Law 20 ("Failure to comply with By-Laws"), the Owners Corporation has the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

4.4 Floor coverings

All Owners and Occupiers must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier. See By-Law 26 (Hard Flooring Installation).

For carpeted areas, given the variability of impact noise sources and the intrusive nature of such noise, the highest practical standard of AAAC 6 Star rating is required for any replacement carpet and underlay solution. This means that LnT,w value should be equal to or less than 40.

4.5 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or the floor treatments in your Apartment which assist to prevent the transmission of noise to other Apartments.

4.6 Window coverings

For consistency of external appearance, the colour of the backing of curtains or other window coverings in your Apartment must be white and non-patterned or another neutral off-white colour approved by the Owners Corporation. Where the internally visible curtains are coloured or patterned, that colour or pattern should not be externally visible by day or by night.

4.7 Cleaning of accessible windows, doors, balustrades and shutters

Subject to By-Law 4.8, you must regularly clean the safely accessible glass in windows, balustrades and doors of your Apartment as well as any shutters that are accessible (even if they are Common Property). The outer side of all glass balustrades is your responsibility for cleaning. This can be done safely without leaning on the glass balustrade by using long-handled glass cleaning devices.

4.8 Owners Corporation cleaning of inaccessible glass and shutters

The Owners Corporation will regularly clean the shutters and external glass in all windows of an Apartment which cannot be safely accessed by you.

4.9 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an internal area of your Apartment which would detract from the general appearance of the Building.

By-Law 5

The balcony of your apartment

5.1 Your responsibility for maintenance

You are responsible for the maintenance of:

- a. the Balcony timber or tiles constituting decking;
- b. the Balcony helio blinds or shutters where fitted;
- c. any Shading Works installed under Special By-Law 9.

You are also normally responsible for painting the ceiling of your Balcony in the existing colour. However, the Owners Corporation is responsible for the repair (including painting) of your Balcony ceiling where it has been damaged as a result of something for which the Owners Corporation is responsible.

5.2 What may you keep on a Balcony?

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

- a. it is of a type approved by the Owners Corporation; or
- b. it is of a standard commensurate with the standard of the Building; or
- c. the colour of pots and furniture is consistent with the building colour scheme; and
- d. it will not (or is not likely to) cause nuisance to another Owner or Occupier; or
- e. it will not (or is not likely to) become dangerous or cause damage.

5.3 What can't you keep on a Balcony

You may not keep or store items on your Balcony for an extended period (longer than 24 hours) which would detract from the external appearance of the Building. Items which could detract from the external appearance include, but are not limited to:

- a. Bicycles, tricycles, scooters and other wheeled devices;
- b. Structural play items such as a doll's house, cubby house, slide or portable pool;
- c. Storage units of any kind;
- d. Housing or shelter or bedding for a pet;
- e. Materials or receptacles used by pets for bodily functions.

5.4 Access to Balconies

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

5.5 Removing items from a Balcony

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

5.6 Enclosing a Balcony

To ensure consistency of external appearance the Owners Corporation will not approve enclosing of balconies unless approval is granted under Special By-Law 9 (Works – Shading). A range of approved shading options is available.

5.7 Balcony light fittings

You must not:

- a. change any light fitting on your Balcony other than to replace the fitting with an equivalent fitting; or
- b. add additional light fittings to your Balcony.

5.8 Balcony heaters

You can provide heating on your Balcony subject to the following conditions:

- a. ceiling mounted, fixed electric radiation heating is permitted on balconies, subject to approval by the Owners Corporation of the type of heater and the installation arrangements;
- b. portable electric heaters are permitted on balconies subject to removal after each use;
- c. portable gas heaters with no visible flame are permitted on balconies, subject to removal after each use;
- d. open flame portable or fixed gas heaters or solid fuel open flame fires are not permitted on balconies due to safety issues;

By-Law 6

Keeping and operating a barbecue

6.1 Your rights and obligations?

You may keep and operate a barbecue on the Balcony of your Apartment if:

- a. it is a good quality barbecue in good condition internally and externally; and
- b. it operates on Natural Gas, bottled LPG gas or electricity; and
- c. it does not use charcoal or wood or similar loose materials; and
- d. it is cleaned regularly to limit the build-up of smoke producing matter; and
- e. it will not cause damage; and
- f. it is not dangerous; and
- g. it is covered with a black or grey cover when not in use; and
- h. you comply with this By-Law.

6.2 Operating a portable barbecue

You may only operate your barbecue during the hours of 8:00 am and 10:00 pm (or during other hours approved by the Owners Corporation).

6.3 What if your barbecue interferes with someone else?

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

By-Law 7

Use of storage cages

7.1 What are your obligations?

You must:

- a. provide the Owners Corporation with access to your Storage Cage to enable the Owners Corporation to comply with its obligations under the Management Act and the By-Laws; and
- b. keep your Storage Cage clean and tidy; and
- c. use your Storage Cage only for lawful purposes; and
- d. maintain and repair your Storage Cage; and
- e. not store food or other items that may attract vermin; and
- f. comply with the reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this By-Law.

7.2 Restrictions on using storage cages

You must not:

- a. allow the storage cage to be used for storage by a person who is not related to the occupier or is not an Owner or Occupier;
- b. keep flammable or combustible liquids in your Storage Cage except as allowed by By-Law 29; or
- c. leave garbage or recyclable materials in your Storage Cage; or
- d. store more than one 9 kg LPG gas bottle in your Storage Cage.

By-Law 8

Keeping a pet

8.1 Your obligation

If you intend to keep a pet in your Apartment you must:

- a. notify the Owners Corporation for a cat or a small dog or an assistance animal (see 8.2e) **prior to that animal being kept in your Apartment**; consideration will be given to multiple cat and/or small dog applications; and
- b. seek the prior approval of the Owners Corporation if you:
 - i. intend to install a large aquarium; or
 - ii. you wish to bring a dog heavier than 12 kilograms when mature into the Building; or
 - iii. you wish to have a limit of two dogs and/or two cats in your Apartment; and
- c. if you are a lessee, provide proof to the Owners Corporation that the Owner has approved you having a pet; and
- d. keep the pet within your Apartment except when transiting Common Property; and
- e. have a dog on the leash at all times when transiting Common Property and in the immediate vicinity of the Apartment Building; and
- f. not let the animal cause a nuisance to other Owners and Occupiers; and
- g. not leave pets unattended on the Balcony of your apartment when a responsible person is not in the apartment; and
- h. for any assistance dog which is not classified as a "small dog" under this By-Law, the dog should be identifiable as an assistance animal by an appropriately marked lead or jacket; and
- i. not allow the animal to urinate or defecate on Common Property; and
- j. in order to maintain a healthy environment, immediately clean or repair any part of your Apartment or the Common Property if soiled or damaged by the animal.

8.2 What pets may you keep?

Subject to this By-Law, you may keep the following pets within your Apartment:

- a. goldfish or other similar fish in an indoor aquarium, provided that advice from a structural engineer, at the cost of the Occupier, is obtained and approved by the Owners Corporation prior to any large aquarium (volume more than 0.5 cubic metres) being installed in an Apartment; and
- b. a small caged bird, but not a bird likely to cause offensive noise such as parrots, galahs and cockatoos; and
- c. a cat; or
- d. a small dog, which is not a Restricted breed and which, when fully matured, will weigh less than 12 kilograms; or
- e. An assistance animal (as defined in Section 9(2) of the Commonwealth Disability Discrimination Act 1992) for You provided that you produce to the Owners Corporation the evidence referred to in Section 54A(5) of that Act.

8.3 Dangerous dogs

Dogs in the following categories, as defined by NSW government, are not permitted in Darling Island Apartments:

- a. restricted dogs as defined in the Companion Animals Act 1998 (NSW); and
- b. any dog declared "Dangerous" or "Menacing" by any government authority, council or court.

8.4 Powers given to Owners Corporation to remove animals

The Owners Corporation may order you at any time to remove your animal if:

- a. you do not have the Owner's written consent to keep the animal in the apartment; or
- b. it becomes offensive, vicious, aggressive, noisy or a nuisance; or
- c. you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- d. your animal urinates or defecates on another Apartment or Common Property after a warning has been given to you by the Owners Corporation; or
- e. your dog is classified as a Restricted dog under the Companion Animals Act; or
- f. your dog is a dangerous or menacing dog under the *Companion Animals Act 1998 (NSW)*; or
- g. your dog is not registered under the *Companion Animals Act 1998 (NSW)*.

8.5 Your Visitors

You must not allow a visitor to bring an animal into the Building unless the animal is an assistance animal as defined in Section 9 of the *Disability Discrimination Act 1992*.

By-Law 9

Waste management

9.1 General requirements

You must not deposit or leave garbage or recyclable materials:

- a. on Common Property (other than in a garbage room or a garbage chute or a designated area for recyclable cardboard, according to this By-law); or
- b. in an area of your Apartment which is visible from outside your Apartment (eg: on the Balcony of your Apartment).

9.2 What are your obligations?

You must:

- a. not put anything into the toilet which should be safely disposed of as garbage and which has the potential to block the toilet or the Common Property plumbing; and
- b. comply with signage in garbage rooms and in basement areas which provide directions on the disposal of garbage and recyclable materials; and
- c. drain and securely wrap your household garbage and put it in the garbage chute; and
- d. take any over-sized garbage to the main garbage room in Building 1; and
- e. leave all recyclable materials in the mixed recyclables bin provided in the garbage room; and
- f. drain and clean bottles and make sure they are not broken before you place them in the garbage room; and
- g. take any large cardboard packing items to designated areas on Basement Level 1 for collection; and
- h. recycle your garbage according to instructions from the Owners Corporation or Council; and
- i. advise the Concierge of any furniture items suitable for reuse which can be donated to designated charities; and
- j. contact the Owners Corporation to remove (at your cost) any large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

9.3 Rules for using garbage chutes

You must not:

- a. put bottles or glass in a garbage chute; or
- b. put liquids in a garbage chute; or
- c. put items that weigh more than 2.5 kilograms in a garbage chute; or
- d. put boxes or large items in a garbage chute that might block it.

9.4 Cleaning up spills

If you spill garbage or liquids on Common Property, you must immediately remove such garbage or liquids and clean that part of the Common Property.

9.5 Role of the Owners Corporation

The Owners Corporation must:

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

By-Law 10

Erecting a sign

10.1 Your obligations

You must not erect a sign in your Apartment or on any part of the Common Property which is visible from outside your Apartment or on Common Property.

10.2 Owners Corporation may remove

The Owners Corporation may remove any sign erected.

By-Law 11

Removals and transportation of goods

11.1. Goods Definition

In this By-Law:

Goods means objects which:

- a. Require two or more people to carry or transport, or
- b. Require special handling equipment, or
- c. Have external dimensions which prevent easy movement through doors and into lifts, or
- d. Have external features which could cause damage to Common Property, such as hard edges or corners or rough surfaces.

A **minor goods movement** means the movement of not more than three objects which are Goods.

A **large goods movement** means the movement of more than three objects which are Goods.

11.2. Before Commencing Movement of Goods

Before you move any Goods through the Common Property:

- a. you must notify the Concierge or Building Manager in writing with details including date, time, contact details for you and your removalist at least one business day before you plan to move the Goods; and
- b. you must lodge a bond of \$2500 with the Building Manager for a large goods movement. Failure to lodge the bond will prevent the movement proceeding; and
- c. you must obtain approval in writing from the Concierge or the Building Manager; and
- d. an inspection of the Common Property areas, which will be affected by the large goods movement, must be carried out by the Building Manager or his delegate and you or your Removalist to identify and record any pre-existing damage; and
- e. lift covers must be in place. The Building Manager or his delegate will arrange this.

11.3. Limitations on Moving Goods

To minimise inconvenience to other Occupiers, movement of Goods may normally only take place between 9.00am and 5.00pm Monday to Friday. Movement of Goods outside these times may only take place with the prior written approval of the Building Manager.

11.4. Supervision of Goods Movement

The movement of Goods must be supervised throughout by a person who can communicate effectively in English. That person must ensure that Goods are loaded and unloaded in such a manner that:

- a. between loads the lift is available for use by the Owners and Occupiers of other apartments served by that lift; and
- b. the lift lobby is kept free of obstruction; and
- c. the fire stairs and stairs exits are kept free of obstruction; and
- d. the Ground Floor apartment doors are kept free of obstruction; and
- e. excess packing materials are disposed of correctly and the lift, Ground Floor lobby and the Apartment lobby are cleaned on completion of the Goods movement; and
- f. completion of the movement is notified to the Concierge.

11.5. Damage to Common Property

Should the movement of your Goods results in damage to Common Property, you are liable for the total cost of any repairs required. Should the cost of repairs exceed the bond, the balance will be charged directly to you. Where payment of the balance is the responsibility of an Occupier and the Owners Corporation is unable, after taking reasonable recovery steps, to get the Occupier to pay, the Owner is liable to the Owners Corporation for the unpaid balance.

By-Law 12

Damage to Common property

12.1 What are your obligations?

Subject to the By-Laws, you must:

- a. use Common Property equipment only for its intended purpose; and
- b. immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- c. indemnify the Owners Corporation against any damage caused to Common Property by any action of yourself, your visitors or an agent carrying out works on your behalf; and
- d. compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or an agent carrying out works on your behalf.

12.2 When will you need consent from the Owners Corporation?

Subject to the By-Laws, you must have consent from the Owners Corporation to:

- a. interfere with Common Property; or
- b. remove anything from Common Property that belongs to the Owners Corporation; or
- c. interfere with the operation of the Common Property equipment.

By-Law 13

Using the Health club

13.1 Who can use the Health Club?

The Health Club is available for use by you and your visitors only during the hours nominated by the Owners Corporation in accordance with this By-Law. You must accompany your visitors at all times when your visitors use the Health Club. The Health Club is essentially for the use of Owners and Occupiers so the recurrent use by the same non-resident visitors is not permitted.

13.2 What rules apply when using the Health Club?

You and your visitor when using the Health Club facilities must:

- a. only use the Health Club between the hours of 5:00am and 11:00pm or such other times agreed by the Owners Corporation; and
- b. ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the Health Club; and
- c. ensure that food and drink (other than water in plastic bottles) are not consumed in the Health Club; and
- d. ensure that no glass containers are taken into the Health Club; and
- e. not run or splash or act in a manner that is likely to cause a nuisance or danger to other Owners, Occupiers and their visitors using the Health Club; and
- f. shower before entering the pool or spa; and
- g. operate and adjust gym equipment in accordance with the instructions of the manufacturer; and
- h. wipe down gym equipment after using it; and
- i. not drop weights or undertake activities which could potentially be intrusive in apartments above the Health Club; and
- j. not interfere with or damage the furniture, equipment, Services or Common Property within the Health Club; and
- k. at all times be suitably clothed; and
- l. wear proper footwear when in the Gymnasium; and
- m. not do anything that might be dangerous or behave in a manner that might unreasonably interfere with the use of the Health Club by other Owners, Occupiers and their visitors; and
- n. not hold parties or other functions (eg swimming classes or exercise classes) in the Health Club without consent from the Owners Corporation; and
- o. put equipment back in the correct location on completion of use; and
- p. report any fault with equipment to Concierge; and

- q. limit the use of any piece of equipment to 30 minutes.

13.3 Health Club Change Rooms

The showers in the Health Club Change Rooms are for the use of Occupiers and their visitors who are using the Health Club for its intended purposes. The showers in the Change Rooms must not be used by Occupiers as an alternative to the Occupiers' apartment facilities.

13.4 Obligations of the Owners Corporation

The Owners Corporation must use its best endeavours to ensure that:

- a. the water in the pool and spa is properly treated by a suitably qualified contractor on a regular basis and that the Health Club is kept clean and in good condition; and
- b. equipment is maintained and in proper working order; and
- c. that appropriate safety signage is erected and maintained in the Health Club in accordance with Council and Government Agency requirements and good practice.

13.5 Personal Trainers

You may utilise personal trainers in the gymnasium provided:

- a. The personal trainer has current public liability insurance;
- b. You accompany your personal trainer at all times when the personal trainer is on the premises;
- c. The utilisation of equipment and floorspace does not prevent other Owners and Occupiers from using the facility;
- d. The personal trainer is there to work one on one with you and is not supporting group training.
- e. Neither you nor your personal trainer undertake training on Common Property of persons who are not Owners or Occupiers.

By-Law 14

Basement parking and usage

14.1 Allocated parking

- a. Any vehicle parked within a car-parking space associated with an apartment should not overlap into Common Property; and
- b. your vehicle(s) should only be parked in car-parking spaces allocated to your Lot; and
- c. you must not park in car-parking spaces not allocated to your Lot without the approval of the Owner or Occupier of that space; and
- d. you must ensure that visitors only park in car-parking spaces designated as Visitor spaces or in other car-parking spaces arranged by you as their host; and
- e. you must not:
 - i. permit your car-parking space to be used by a person who is not a resident except where the person is an occasional visitor; or
 - ii. enter into an agreement to lease, license or transfer your car-parking space to a person who is neither an Owner nor an Occupier.
- f. If your allocated car-parking space is leased, licensed or transferred to another Owner or Occupier, you must formally advise the Owners Corporation within 14 days of the transaction.

14.2 Visitor parking

- a. You may arrange with the Concierge for your **genuine visitors** to park in Common Property visitor parking spaces, provided that your visitors park there only on a casual basis.
- b. A '**genuine visitor**' in the context of this By-Law is a person who is visiting a resident, using their own vehicle, and who does not stay at Darling Island Apartments on a permanent or regular basis.
- c. An individual, not a permanent resident, who regularly stays with a resident on a permanent or semi - permanent basis is **not a genuine visitor**.
- d. Under special circumstances approved by the Building Manager or Concierge, use of the Visitor parking may be extended for a number of consecutive days.
- e. You are responsible for arranging parking for your visitors and for complying with any requirements set by the Owners Corporation for the use and security of the visitor parking space.

- f. You must not park in the Common Property visitor parking spaces.
- g. You or your visitors must not park in car-parking spaces nominated as Service Bays or Disabled Parking bays without the prior approval of the Owners Corporation. Disabled Parking bays can be accessed through Concierge for disabled visitors.

14.3 Motor bikes or motor scooters

Motor bikes and scooters:

- a. may not be parked on Common Property or in nominated Visitor parking spaces unless the user of the Motor bike or scooter is a visitor;
- b. may be parked in special areas nominated by the Building Manager;
- c. may be parked within the confines of a Lot's allocated car-parking space(s), providing there is no overlap onto Common Property.

14.4 Bicycles

- a. Bicycles may only be stored or left in the designated bicycle racks in the basement area.
- b. Bicycles may not be left permanently or temporarily on Common Property except in designated bicycle racks.
- c. In order to identify abandoned bicycles, you will be required to identify your bicycle(s) from time to time.
- d. Bicycles identified as 'abandoned' after an appropriate period of notification will be disposed of by the Owners Corporation.

14.5 Car wash bay

The Common Property car wash bay may only be used for the purposes of washing your motor vehicle. You must immediately vacate the car wash bay when you have finished washing your vehicle.

By-Law 15

Traffic management on Common property

The following conditions apply to driving into, out of and within the Common Property areas:

- a. A speed limit of 5km/hour applies throughout the car park.
- b. To improve security and eliminate tail-gating when entering, drivers should stop on the inside of the entry door until the door has closed sufficiently so that another vehicle cannot enter.
- c. Your vehicle or your visitors' vehicles should not obstruct or impede traffic by parking on or intruding into Common Property.

By-Law 16

Leases with the Authority

16.1 Leasehold strata scheme

The Strata Scheme is a leasehold strata scheme under the Development Act. The Authority is the owner of the freehold estate in the land over which the strata plan for the Strata Scheme is registered.

16.2 Owners Corporation lease

The Owners Corporation and the Authority have entered into the Common Property Lease. The Authority is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with the Common Property Lease.

16.3 Lot Leases

Each Apartment is subject to a lease from the Authority. The landlord is the Authority and the tenant is the Owner (including an Owner that has taken an assignment of the lease from their immediate predecessor in title). You must comply on time and at your cost with your Lot Lease with the Authority for your Apartment.

16.4 Consents under leases

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by a lease with the Authority. A consent under the by-laws does not relieve

you or the Owners Corporation from obligations to obtain necessary consents under a lease with the Authority.

16.5 Inconsistencies between the by-laws and leases

If there is any inconsistency between the by-laws and the terms of a lease with the Authority for Common Property or an Apartment, the lease with the Authority prevails to the extent of the inconsistency.

By-Law 17

Complying with the Development consent

17.1 General requirements

The Owners Corporation and you must comply with the Development Consent issued by the Minister of Planning on 26 March 2002 and as amended by articles issued on 9 September 2003.

17.2 What conditions apply?

Without limiting By-Law 17.1 ("General requirements"), the Owners Corporation and you must comply with conditions of the Development Consent which apply to the ongoing use and operation of the Building, including:

a. Residential Occupation

The Development Consent requires that "The building must remain as a building for permanent residential accommodation and must not be used for serviced apartments, hotel use or similar nonwholly permanent residential use. The Owners Corporation must not do anything or, so far as legally possible, permit anything to be done which may result in the Building being used otherwise than as for permanent residential accommodation."

and

"All Apartments must either be occupied by Owners or by Occupiers with a residential lease under the Residential Tenancies Act 1987 with a minimum term of 3 months."

and

"A certificate signed by the Owners Corporation or a solicitor (holding a current practicing certificate) must be forwarded to Council every 12 months, certifying that the all Apartments approved for residential occupation are either occupied by the Owner(s) of the relevant Apartment or are subject to a residential lease under the Residential Tenancies Act 1987."

- b. You must promptly, upon request, provide in writing any information that the Owners Corporation requires and do everything reasonably required by the Owners Corporation in order that it may provide the relevant information to Council.

c. Louvres on northern facade of Building 2 and Building 3

The fixed louvres located on the northern facade of Building 2 and Building 3 must not be unhinged for any reason other than for cleaning and general maintenance purposes.

d. Satellite Dishes

Satellite dishes, aerals and the like shall not be attached to the roof of Building 2 or Building 3 or erected or displayed on balconies.

e. Parking

You are not eligible to participate in the resident permit parking scheme in the area surrounding the Buildings.

f. Slabs on Ground

The Owners Corporation must not penetrate or disturb or allow you to penetrate or disturb any part of the lower ground or basement floors slabs which sit directly on top of the ground.

17.3 By-Laws Inconsistency

To the extent that this By-Law is inconsistent with any other By-Laws applicable to this development, this By-Law and the Development Consent will prevail over any other By-Law.

By-Law 18

Use of the property

18.1. Change in use or occupation

You must notify the Owners Corporation in advance, with a minimum notice period of 21 days:

- a. if you intend to change the existing use of your Lot; or
- b. if there is any use of your Lot which could affect the insurance of the Building; or
- c. before a lease or sub-lease or licence comes into effect.

18.2. Number of occupants

The number of occupants in any apartment should not exceed two adults for each bedroom as defined in the PTW Architectural Drawings for your Lot, copies of which are held by the Building Manager. There is no restriction on the number of children.

18.3. Conducting business restrictions

You may conduct business activities from your Apartment provided:

- a. the number of employees, other than you, is no greater than two; and
- b. there is no storage of goods on the lot, including storage cages; and
- c. there is no movement of goods through Common Property; and
- d. the business does not involve manufacture of food products or skin penetration procedures; and
- e. there is no requirement for customers or providers to visit your Apartment; and
- f. no signage or other advertising is displayed; and
- g. there is no interference with the quiet enjoyment by neighbours due to noise, smells or other related activities; and
- h. no part of the business is conducted on Common Property.

18.4. Approval to conduct business

Before commencing the conduct of a business from an apartment, notification must be provided to the Owners Corporation identifying all relevant information.

By-Law 19

Insurance

19.1 Owners Corporation Policies

The Owners Corporation has taken out a range of insurance policies which provide for the coverage of:

- a. Property damage to Common Property.
- b. Loss of rent and temporary accommodation costs in the event of apartment(s) not being habitable due to an insurable incident.
- c. Public liability.
- d. Fidelity issues.
- e. Voluntary workers death or injury.
- f. Office bearers' liability.
- g. Insurable machinery breakdowns.

19.2 Owner's Fixtures

Owner's fixtures are the permanent, built in elements in an apartment which are your responsibility to maintain and repair. These fixtures are generally covered by the Owners Corporation policy in the event of an insurable event. However, a claim may not be successful due to a range of factors, in which case responsibility for reinstatement rests with you.

19.3 Owner's and Occupier's Fixtures, Furniture and Fittings

Furniture, fittings, floating floors and household goods are not covered by the Owners Corporation policies. You should make your own arrangements for insurance coverage.

A floating floor means "a floor that is not nailed or glued or screwed to the subfloor". The majority of timber floors in the Building are floating floors.

19.4 Insurance Claim Excess

When a claim is made by the Owners Corporation against an insurance policy, responsibility for paying any excess applicable rests with:

- a. the Owners Corporation for any incident impacting more than one Lot, except when the incident can be attributed to an act of negligence or omission or willful damage by the Owner or Occupier, in which case the Owner or Occupier of the Lot is liable; or
- b. the Owner or Occupier of the Lot, as applicable, where only the occupied Lot is impacted by the incident.

19.5 Consent from the Owners Corporation

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

By-Law 20

Failure to comply with By-laws

20.1 Powers of the Owners Corporation

The powers of the Owners Corporation under this By-Law 20 are in addition to those that it has under the Management Act.

20.2 What can the Owners Corporation do?

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

20.3 Procedures

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

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

20.4 Recovering money

The Owners Corporation may recover any money you owe it under the By-Laws as a debt. Payments made against an outstanding debt will be applied to the oldest debt first. Interest as allowed under the Management Act may be charged on amounts owed to the Owners Corporation.

By-Law 21

Building renovations approval authority

- a. By this By-Law, the Owners Corporation delegates responsibility for approval of Minor Renovations to Common Property, as defined in the Management Act and modified by By-Law 23, to the StrataCommittee.
- b. Building works requiring changes to Common Property or requiring Council or other Authority approval that are not Cosmetic Building Works (By-Law 22) or Minor Renovations (By-Law 23) are subject to the making of a Special Privilege or Exclusive Use By-Law by the passing of a special resolution at a general meeting of the Owners Corporation.

By-Law 22

Carrying out cosmetic building works

- a. You may carry out cosmetic work to owner's fixtures and Common Property which forms part of your Lot without the approval of the Owners Corporation.
- b. Cosmetic work includes but is not limited to work for the following purposes:
 - i. installing or replacing hooks, nails or screws for hanging paintings and other items on walls;
 - ii. painting;

- iii. filling minor holes and cracks in internal walls;
 - iv. laying carpet providing the carpet is to be laid on high quality acoustic underlay, subject to conditions of By-Law 4.4;
 - v. installing or replacing built-in wardrobes;
 - vi. installing or replacing internal blinds and curtains, subject to conditions of By-Law 4.6;
 - vii. any other work agreed by the Strata Committee to be cosmetic in nature;
- c. You must ensure that:
- i. any damage caused to any part of the Common Property by the carrying out of cosmetic work by you or on your behalf is repaired; and
 - ii. the cosmetic work and any repairs are carried out in a competent and proper manner.
- d. Where the proposed cosmetic work is not covered by the activities in By-Law 22.b, a minimum 14 days' notice is to be given to the Building Manager seeking Owners Corporation approval.
- e. Cosmetic works requiring trades-persons to be on site or which, when carried out, generate any form of noise must only be carried out on:
- i. Business days - 7.00 am to 5.00 pm
 - ii. Saturday - 8.00 am to Midday
 - iii. Sundays and Public Holidays – no work permitted

By-Law 23

Carrying out minor renovations

23.1 Minor Renovations Defined

Minor renovations to Common Property include but are not limited to the following:

- a. renovating a kitchen or laundry;
- b. changing recessed light fittings;
- c. installing or replacing wiring or cabling or power or access points;
- d. work involving reconfiguring internal walls;
- e. replacing timber or tile decks,
- f. wet area renovations impacting the waterproof membrane;
- g. any other works agreed by the Strata Committee to be minor renovations.

23.2 Minor Renovations Excluded

Minor renovations do not include:

- a. work involving structural changes;
- b. work that changes the external appearance of a lot;
- c. work involving waterproofing, other than waterproof membranes in wet areas;
- d. changes to flooring or walls which could impact the acoustic properties between apartments;
- e. work for which consent from a government body is required, typically Sydney City Council or Property NSW;
- f. work that requires the approval at a general meeting of a Special Privileges or Exclusive Use By-Law (see By-Law 24).

23.3 Requesting Approval.

A comprehensive proposal is to be provided to the Building Manager at least 30 days before you want the minor renovations to commence. The proposal should include:

- a. detailed plans of the proposed works;
- b. a description of the works;
- c. the proposed timeline;
- d. an engineer's report where the works impact structural elements;
- e. details of the persons carrying out the works and their qualifications;
- f. the safety measures which will be put in place if there is any hazardous activity (eg hot work or scaffolding);
- g. a Safe Work Method Statement;
- h. the intended measures to be taken to minimise impact on neighbours;

- i. an undertaking by you that the works will be supervised at all times by a person who can communicate effectively in English.

23.4 Owners Corporation Approval.

Subject to all required information being provided by you, the Strata Committee will provide an interim or final response within 14 days. The response will advise:

- a. if an interim response, any additional requirements to be met before approval can be considered;
- b. any special conditions imposed on the works;
- c. the quantum of performance bond required to be deposited prior to commencement, normally a minimum of \$5000.

Approval will be provided formally by email or other correspondence. Verbal advice or failure to receive a response does not constitute approval.

23.5 Before Commencement

As early as possible before the approved commencement date you are to:

- a. Provide to the Building Manager copies of:
 - i. contractor's public liability insurance certificate with a minimum coverage of \$10 Million; and
 - ii. contractor's workers compensation insurance certificate if contractor is anything other than a sole trader; and
 - iii. contractor's licence issued by Office of Fair Trading; and
 - iv. contractor's registration certificate with Office of Fair Trading; and
 - v. contractor's Safety Work Methods Statement; and
 - vi. contact details for the contractors working on site.
- b. Deposit the required performance bond with the Building Manager.
- c. In conjunction with the Building Manager or nominated Strata Committee delegate, undertake a site inspection to record any existing defects in Common Property and in adjacent apartments potentially impacted.

23.6 Hours of Work.

The permitted hours of work are:

- a. Business days - 7.00 am to 5.00 pm
- b. Saturday - 8.00 am to Midday
- c. Sundays and Public Holidays – no work permitted

23.7 Post Completion.

On completion of the works you are to provide the Building Manager with notice of completion. The Building Manager will:

- a. arrange a post completion inspection to identify any damage caused to Common Property or adjacent apartments; and
- b. where damage has been caused, advise a timeframe for rectification by you; and
- c. arrange for refund of the performance bond once damage, if any, has been rectified.

23.8 Security.

You should not issue security fob or apartment keys directly to contractors. Any security keys required by the contractors should be held by the Concierge and issued on a daily basis.

By-Law 24

Special privilege or Exclusive use works

24.1 Special Privilege and Exclusive Use Works Definition.

Where proposed renovations are neither cosmetic works nor minor renovations as identified in By-Laws 22 and 23, then they need approval at a general meeting. In most cases the works will impact Common Property. Typically, this will require the preparation by you of a Special Privileges or

Exclusive Use By-Law, at your cost, for presentation to the Owners Corporation for approval at a general meeting.

24.2 Special Privileges or Exclusive Use By-Law.

If you wish to undertake works requiring a Special Privileges or Exclusive Use By-Law, you are responsible for arranging the drafting of the By-Law. As a minimum it should address:

- a. the nature of the proposed works;
- b. the Common Property impacted;
- c. commitment to compliance with the conditions in Clauses 24.4 to 24.8 inclusive of this By-Law, where such conditions apply;
- d. the measures to be taken to protect Common Property;
- e. the committed timescale required to complete the works;
- f. provisions for inspection by the Owners Corporation delegate or by civil authorities when inspections are required by law;
- g. assumption by you of ongoing responsibility for maintenance of the works covered under the By-Law.

24.3 Approval Process.

You should:

- a. Consult with the Building Manager and nominated members of the Strata Committee prior to arranging the drafting of a Special Privileges or Exclusive Use By-Law.
- b. Allow a minimum of 30 working days before your desired start date from the time of submission of the proposed By-Law for the approval process at a general meeting. This timing is conditional on the proposed By-Law not requiring substantial amendment to meet conditions required by the Strata Committee, under which circumstance the committed timing for approval will commence once a suitable submission has been received.

24.4 Before Commencement

Before commencement of the Works, you must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation; and
- c. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- d. pay the Owners Corporation's reasonable costs in supporting, making and registering this By-Law (including legal and strata management costs); and
- e. provide to the Building Manager copies of:
 - i. contractor's public liability insurance certificate with a minimum coverage of \$10 Million; and
 - ii. contractor's workers compensation insurance certificate if contractor is anything other than a sole trader; and
 - iii. contractor's licence issued by Office of Fair Trading; and
 - iv. contractor's registration certificate with Office of Fair Trading; and
 - v. contractor's Safety Work Methods Statement; and
 - vi. contact details for the contractors working on site.

24.5 During Construction

Whilst the Works are in progress, you at the relevant time must:

- a. comply with the requirements of any Authority;
- b. use duly licensed employees, contractors or agents to conduct the Works;
- c. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- d. ensure the Works are carried out expeditiously and with a minimum of disruption;
- e. carry out the Works between the hours of 7.00am and 5:00pm Mondays - Fridays or between 8:00am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

- f. complete the Works within a maximum period of three months from their commencement or such other period as reasonably approved by the Owners Corporation;
- g. transport all construction materials, equipment and debris in the manner described in this By-Law and as otherwise reasonably directed by the Owners Corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- i. ensure that the Works do not interfere with or damage the Common Property or the property of any other Owner other than as approved in this By-Law and if this happens you must rectify that interference or damage within a reasonable period of time as stipulated by the Owners Corporation;
- j. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity, more than one inspection may be required); and
- k. not vary or increase the scope of the Works without first obtaining the consent in writing from the Owners Corporation and any Authority.

24.6 After Construction

After the Works have been completed you must, without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to any lot and Common Property caused by the Works and not permitted by this By-Law has been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to any lot or Common Property have been completed in accordance with the terms of this By-Law; and
- e. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to determine compliance with this By-Law or any consents provided under this By-Law from time to time.

24.7 Enduring Rights & Obligations

You:

- a. must maintain and upkeep the Works;
- b. must maintain and upkeep those parts of the Common Property in contact with the Works;
- c. remain liable for any damage to any lot or Common Property arising out of the Works; and
- d. must indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

24.8 Default by Owner

If you fail to comply with any obligation under this By-Law, then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation; and
- b. enter upon any part of the Lot to carry out that work; and
- c. recover the costs of carrying out that work from you.

24.9 Security

You should not issue security fob or apartment keys directly to contractors. Any security keys required by the contractors should be held by the Concierge and issued on a daily basis.

By-Law 25

Exterior works

25.1. Definition

In the context of this By-Law Exterior Works means:

- a. any timber or tile deck surfaces of Lot balconies, terraces, roof terraces or courtyards which form part of the Common Property
- b. the helio blinds on Lot balconies which form part of the Common Property

- c. any installed blinds or other approved shading systems on Lot balconies

25.2. Owner's Obligations

You must:

- a. maintain, keep in good and serviceable repair and replace, if necessary, at the frequency directed by the Building Manager or Owners Corporation from time to time, any Exterior Works existing as at the date this By-Law was passed or subsequently installed by you or the Occupier of your Lot;
- b. ensure that the maintenance, renewal, repair and replacement of the Exterior Works does not damage Common Property or other Lots;
- c. maintain, at the frequency directed by the Building Manager or the Owners Corporation from time to time those parts of the Common Property in contact with the Exterior Works;
- d. keep the Exterior Works clean and tidy and free from rubbish;
- e. not and must ensure any Occupier of your Lot does not:
 - i. affix or attach anything to the Exterior Works without obtaining prior written consent of the Owners Corporation; and
 - ii. paint or otherwise treat any Exterior Works (except as is required in the proper discharge of your obligations under this By-Law);
- f. perform your obligations in order to keep the Building to the standard commensurate with a prestige residential development;
- g. use duly licensed employees, contractors or agents and ensure any works necessary or desirable are in keeping with the appearance of the Building and are carried out:
 - i. in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and any fire safety regulations;
 - ii. between the hours of 7.00 am and 5.00 pm Mondays - Fridays or between 8.30am and 12 midday on Saturday; and
 - iii. expeditiously and with a minimum of disruption;
- h. remain liable for any damage to the Lot or Common Property arising out of the installation, repair, replacement, maintenance or removal of the Exterior Works;
 - i. repair and/or reinstate the Common Property or personal property of the Owners Corporation and cover all liabilities assumed by or which may affect an Owner according to this By-Law; and
 - ii. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement, maintenance or removal of any Exterior Works including any liability in respect of your Lot or other property.

25.3. Breach of this By-Law

If you fail to comply with any obligation under this By-Law the Owners Corporation may:

- a. carry out all work necessary to perform that obligation; and
- b. recover the costs of such work from you as a debt due.

25.4. Exterior works to remain property of the Owner

Any Exterior Works will always remain the property of the Owner, even though they may be installed by an Occupier.

25.5. Owner's removal of Exterior Works

Nothing in this By-Law permits you to:

- a. remove any Exterior Works unless the Exterior Works are replaced in accordance with this By-Law; or
- b. carry out any building work without complying with By-Laws 22, 23 or 24 as applicable.

By-Law 26

Hard flooring installation

26.1. Seeking Approval

Floor finishes that are fixed to the inter-floor concrete slab are defined as Common Property and, as such, any changes to the flooring finish are subject to approval by the Owner's Corporation at a

general meeting. The process for seeking approval is as described in By-Law 24 – Special Privileges and Exclusive Use By-Laws.

26.2. Bedrooms

Because of the potential impact on neighbours, hard flooring in bedrooms will generally not be approved.

26.3. Acoustic Standards

The broad community minimum acoustic standards are established in the National Construction Code 2016 and Sydney Development Control Plan 2012 for new developments and changes in existing developments. These minimum standards have been interpreted using the Association of Australian Acoustic Consultants Guideline (AAAC) for Apartment and Townhouse Acoustic Rating to ensure that any changes will not impact adjacent properties. The standards to be met for Darling Island Apartments are:

- a. **Airborne Noise.** A minimum standard of AAAC 5 Star is required to be met for any noise to be transmitted through any intertenancy walls and floors. This means that the Don't w + Ctr value should be not less than 50.
- b. **Impact Noise.** Given the variability of impact noise sources and the intrusive nature of such noise, the highest practical standard of AAAC 6 Star rating is required for any changes to flooring. This means that LnT,w value should be equal to or less than 40.

26.4. Approval & Construction Conditions

The conditions in By-Laws 24.3 to 24.9 covering approval, construction, security and post construction are applicable to works undertaken to install hard flooring.

- a. **At Commencement of Works.** For impact noise, in situ testing of the proposed flooring system is a standard requirement before any final approval to proceed is provided by the Owners Corporation. It is recommended that a 1 metre by 1 metre sample area of the proposed finished system be tested in situ in accordance with ISO140-7. This testing is to be conducted by an independent acoustic consultant nominated by the Owners Corporation at your cost.
- b. **On Completion of Works.** Further testing by the Owners Corporation nominated acoustic consultant will be undertaken at your cost to validate that the whole flooring meets both the impact and airborne noise standards in this By-Law.
- c. **Testing Failure.** Should the finished flooring fail to meet the standards for Darling Island Apartments, you will be required to remedy the situation so that the required standards are met.

26.6. Inspection.

The Owners Corporation requires that the installation be inspected at key milestones in the installation process and you are required to provide access within 24 hours of notification to enable inspection. The inspections will be undertaken by an independent accredited acoustic consultant nominated by the Owners Corporation at your expense. Inspection will be required at several stages of the installation as specified in the approval to ensure compliance with the installation conditions. Any directions provided by the inspecting consultant must be complied with.

26.7. Ongoing Responsibility.

Once the installation has been completed, you are required to assume responsibility for all ongoing maintenance and repair

By-Law 27

Connection of appliances to water supply

27.1. Purpose

The connection of appliances to any water supply is regulated by this By-Law in order to minimise the risk of transmission of water from one lot to another lot or to Common Property. This By-Law provides for the conditions under which appliances may be connected to the water supply and the responsibilities for you and the Owners Corporation.

27.2. Your Obligations

You must:

- a. not connect any new appliance to any water supply without the approval of the Owners Corporation; and
- b. comply with any conditions of approval provided by the Owners Corporation; and
- c. permit inspection of appliances connected to the water supply within 24 hours of being notified by the Owners Corporation of the inspection requirement; and
- d. comply with all the provisions of this By-Law.

27.3. Owners Corporation Powers

The Owners Corporation has the power:

- a. to enter a Lot to inspect existing and new connections to the water supply; and
- b. to install, repair, replace or maintain the Common Property and Lot property to prevent the transmission of water from one Lot to Common Property and to other Lots; and
- c. to require you to rectify an appliance connection to the water supply to minimise risk to Common Property and other Lots.

27.4. Connection Requirements

Where a new appliance is to be connected to the water supply, the following conditions are to be met:

- a. the installation is to be carried out by a qualified plumber who is to certify the compliance of the connection with current industry standards; and
- b. where flexible hose connections are used they are to be quality stainless-steel connectors certified for the working temperatures and pressures; and
- c. you are to give consideration to the incorporation of automatic shutoff valves in the system.

27.5. Water Supply Isolation

In order to minimise the risks of flooding associated with the multiple flexible water connections in a typical Lot, you are required to isolate hot and cold water supplies to your Lot if the Lot is to be unoccupied for two or more days.

27.6. Damage Accountability

Where you connect an appliance to the water supply without complying with this By-Law or where you fail to comply with By-Law 27.5 and there is a flooding incident causing damage as a result, the Owners Corporation may seek to recover:

- a. any insurance excess from you;
- b. any costs incurred by the Owners Corporation in managing an incident and the recovery process after an incident.

By-Law 28

Ownership and maintenance responsibilities

28.1. Ownership and Responsibility Definitions

- a. Common property encompasses all elements of the Building which are not part of a Lot. This includes the physical structure of the Building, building plant and other items such as concealed pipe work/electrical cables in inter-tenancy walls and floors. The Owners Corporation is responsible for all Common Property except where that property is covered by an Exclusive Use or Special Privileges By-Law.
- b. Within the context of an Apartment, Common Property includes the boundary walls, floors and ceilings of the Apartment, the services contained within the boundary walls, ceilings and floors plus certain other items covered in Table 1.
- c. Owner's fixtures are permanent items such as your kitchen, laundry and bathroom fit-out; your air conditioning unit; the intercom unit; and any additions you make to the internals of your apartment that are permanent in nature. Wiring and plumbing in internal walls are Owner's Fixtures. You are responsible for maintaining and repairing Owner's Fixtures.
- d. Resident's fixtures are items of furniture, equipment and fittings which could be removed when the tenancy or ownership terminates or changes. Depending on ownership, you are responsible for maintaining and repairing resident's fixtures

28.2. Table of Responsibilities

Table 1 provides indicative categorisation of structure, fixtures and fittings as they apply to Darling Island Apartments. In categorising elements, the Owners Corporation will be guided by Strata Community Australia (NSW) guidelines and the Common Property Memorandum issued by the NSW Department of Fair Trading. Table 1 is not exhaustive and you should seek advice from the Owners Corporation when any doubt exists.

Annexure below

By-Law 29

Fire control

29.1 What are your obligations?

You must not do anything or permit any visitors to do anything on your Lot or Common Property that is likely to affect the operation of fire safety devices in your Lot or to reduce the level of fire safety in any Lots or Common Property.

29.2 Flammable Liquids Storage

You may keep flammable liquids as defined in Australian Standard 1940 (2004) in your Apartment or in the associated storage cage only if you:

- a. use them in connection with the lawful use of your Apartment; and
- b. keep them in reasonable quantities, namely:
 - a maximum of 1 litre for flammable liquids
 - a maximum of 5 litres for combustible liquids.

29.3 LPG gas bottles

One LPG gas bottle of maximum size 9 kg can be kept:

- a. on a Balcony in use for a barbecue or an approved space heater (see By-Law 5.8.c); and
- b. in a storage cage as a single spare.

29.4 Compliance with the law

You and the Owners Corporation must comply with laws about fire control. All Occupiers should be conversant with:

- a. emergency evacuation procedures and assembly areas; and
- b. the operation of building emergency communications; and
- c. the operation of fire-fighting equipment provided in each lift lobby; and
- d. the operation of apartment smoke alarms.

29.5 Restrictions about fire safety

You must not:

- a. keep flammable materials on Common Property other than where approved under By-Law 29.2; or
- b. interfere with fire safety equipment; or
- c. obstruct fire stairs or fire escapes; or
- d. keep flammable materials in your Carspace.

29.6 False Fire Alarm Callouts

Where you are responsible for a fire alarm callout which proves to be a false alarm, then you are responsible for any costs associated with the callout.

By-Law 30

Security

30.1 Obligations of the Owners Corporation

The Owners Corporation has taken and will continue to take reasonable steps to provide systems and personnel to control access to the building and to respond to fires and other hazards.

30.2 Obligations of Owners and Occupiers

You must:

- a. ensure that fire and security doors are always closed after use; and
- b. immediately report, via the Concierge, the loss of a security key to the Owners Corporation; and
- c. report any suspicious or dangerous activity to the Concierge or to Police; and
- d. not loan a security key to a person or persons who are not Occupiers of your lot unless the person is a family member; and
- e. escort visitors at all times when they are entering, in or leaving the building; and
- f. be alert to and respond to fire alarms and other announcements by the Building Manager or the Concierge.

30.3 Security Passes Control

To support effective security management of visitors, removalists, trades-people, cleaners and other persons or organisations, security access fob keys must not be issued to an individual or an organization by you. You must utilise the Concierge to control the issue and return of security fob keys and apartment keys, where appropriate, as well as managing visitor parking requirements.

By-Law 31

Security access device

31.1 Providing Owners and Occupiers with Security Fob Keys

The Owners Corporation will provide owners and occupiers with security fob keys which provide access to common areas, to the apartment's lift lobby access doors and the lift which services your Apartment. The maximum number of fob keys which will be issued, unless additional fob keys have been approved by the Owners Corporation, is two per bedroom to a maximum of six security fob keys.

31.2 Apartment Keys

Apartment keys are cut to conform to the master keying system for the Building and provide access to your fire stairs as well as your Apartment. Keys must not be copied by other than by the locksmith authorised by the Owners Corporation.

31.3 Basement Remote Controls

Basement entry and exit doors remote controls are available for issue on the basis of one per vehicle that has been registered with Concierge. Remote controls are not to be lent or given to a person who is not an Owner or Occupier.

31.4 Fees for Security Access Devices

The Owners Corporation will charge you a fee for each security access device issued and, for tenants, an additional security bond for each device other than apartment keys. Costs for security access devices will be reviewed on an annual basis and can be varied by the Owners Corporation without reference to a general meeting. The costs per device at the time of this By-Law ratification are:

- a. Security Fob Keys - \$50 for Owners and \$150 for tenants, of which \$100 is a refundable bond if the device is returned within 24 months of issue.
- b. Basement Entry and Exit Roller Doors Remote Controls - \$80 for Owners and \$180 for tenants of which \$100 is a refundable bond.
- c. Apartment Keys - \$15 per key plus \$10 for delivery of each order.

31.5 Security Access Devices Management

Security Access Devices, other than Apartment Keys, remain the property of the Owners Corporation. The Owners Corporation may:

- a. require you to promptly return your Security Fob Keys and Basement Remote Controls to the Owners Corporation to be reprogrammed; and
- b. deactivate your Security Access Devices if you fail to return them when requested, provided always that it makes available new Security Access Devices for you to access your Apartment; and
- c. cancel the programming of a Security Access Device where it is believed to be being used by a person other than an Owner or Occupier.

31.6 What are your obligations?

You must:

- a. comply with the reasonable instructions of the Owners Corporation about Security Access Devices and, in particular, instructions about reprogramming and returning Security Fob Keys and Remote Controls; and
- b. take all reasonable steps not to lose or damage Security Access Devices; and
- c. return Security Access Devices to the Owners Corporation if you do not need them or when you cease to be an Owner or Occupier; and
- d. notify the Owners Corporation immediately if you lose a Security Access Device; and
- e. not copy a Security Key; and
- f. not give a Security Key to someone who is not an Owner or Occupier or a family member; and
- g. seek approval from the Owners Corporation if you wish to loan a Security Key to a person who is not an Owner, Occupier or family member; and
- h. include a requirement in the sub-lease or licence, if you sub-lease or licence your Apartment, that the tenant or licensee returns their Security Keys to the Owners Corporation when they cease to be a tenant or licensee of an Apartment.

By-Law 32

Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager. If there is no Strata Manager, applications and complaints should be addressed to the Secretary of the Owners Corporation.

By-Law 33

Electronic notices

A document may be served on you by electronic means if you have given the Owners Corporation or its agents an e-mail address for the service of notices and the document is sent to that address. An email notice is deemed to have been served on you if it is sent to the email address provided to the Owners Corporation or its agents unless an email is received advising of unsuccessful service within 24 hours of serving the notice.

By-Law 34

Electronic participation and voting at General or Strata committee meetings

34.1. Voting Provisions

At any general or Strata Committee meeting of the Owners Corporation provision can be made for you or other participants to vote:

- a. in person at the meeting; or
- b. in person at the meeting when participating in real time via a tele-conferencing or videoconferencing facility; or
- c. by pre-meeting electronic voting for general meetings only.

34.2. Tele-conferencing and Video-conferencing Notification

At any general or Strata Committee meeting where either tele-conferencing or video-conferencing facilities are to be provided, the Owners Corporation must notify all owners of the arrangements for such facilities at the time the agenda for the meeting is issued. The notification must include details of how any vote required at the meeting is to be conducted.

34.3. Pre-meeting Electronic Voting at General Meetings

You may vote in advance of a general meeting using a website nominated by the Owners Corporation, details of which will be provided concurrently with the issue of the agenda a minimum of seven days before the meeting. The information to be provided must include

- a. details of the process for accessing the website; and
- b. how to vote using the website; and
- c. the closing date of the ballot, no later than 24 hours before the notified meeting time.

34.4. Conditions for Pre-meeting Electronic Voting

- a. The Owners Corporation is required to provide information to you on the pre-meeting electronic voting process at least 7 days before the meeting.
- b. Pre-meeting electronic voting may not be counted if the motion in the agenda is amended by a further motion at the meeting and if the amendment is material to the resolution.
- c. If a motion is amended at the meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting must be accompanied by notice of the change and a statement advising you on how to make a qualified request for a further meeting under section 19 of the Management Act.

By-Law 35

General meeting proxies

35.1. Role of Strata Manager

For general meetings convened by the Owners Corporation, the appointed Strata Manager is responsible for receiving and administering the proxies of owners unable to attend the meeting. The Strata Manager will consolidate a listing of proxy holdings and advise the Secretary of the holdings in advance of the meeting. Owners may assign their proxies in accordance with the Management Act to any person, including:

- a. the Chairman; or
- b. another member of the Strata Committee; or
- c. another Owner; or
- d. their tenant; or
- e. a representative of the Owner.

35.2. Limits on Proxies

At a general meeting no person may hold a number of proxies which (other than proxies held by the person as the co-owner of a Lot) is more than 5% of the total number of lots in the Strata Scheme. In the event that the Strata Manager receives more than this number of proxies assigned to an individual, the process will be:

- a. the proxies will be assigned to an individual in the order that they are received; and
- b. when the cap is exceeded, the Strata Manager will follow the directions on the proxy form or, if there are none, will advise the person appointing the proxy that the cap has been exceeded and that the Owner may wish to appoint another proxy.

By-Law 36

Interpretation and Definitions

36.1 Definitions

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

Apartment means a Lot in the Building other than a Utility Lot.

Architectural Drawings means the construction plans approved as part of the Development Consent, copies of which are held by the Building Manager.

Authority means the lessor (as that term is defined in Development Act) from time to time for Lots and Common Property, currently Property NSW. Where appropriate in the context, "Authority" also includes agents, employees, invitees and licensees of the Authority.

Balcony where the term is used in the By-Laws means any balcony, terrace, rooftop terrace or courtyard as described in the PTW Architectural Drawings for Darling Island Apartments.

Building means any or all of the buildings in the Strata Scheme.

Building Manager means the building manager appointed by the Owners Corporation

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

- a. common Property structure including Common Property walls, columns, slabs, floors and ceilings enclosing your Apartment and noting that Common Property walls include windows and doors in those walls; or
- b. the internal walls inside you Apartment (eg a wall dividing two rooms in your Apartment); or
- c. the external surfaces of your Apartment; or

d. services in the Building, whether or not they are for the exclusive use of your Apartment.

Car space means:

- a. a car space that forms part of a Lot; or
- b. a car space that is subject to an Exclusive Use By-Law.

Common Property means Common Property in the Strata Scheme and personal property of the Owners Corporation.

Common Property Lease means lease AB75726B between the Owners Corporation and the Authority

Council means Council of the City of Sydney.

Development Act means the Strata Schemes Development Act 2015 (NSW).

Development Consent means all current approvals and consents obtained from Government Agencies for the use and operation of the Building or that otherwise apply to the Building or the Strata Scheme.

Common Property Rights By-Law means an Exclusive Use By-Law or a Special Privileges By-Law.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity, including the Council of the City of Sydney.

Exclusive Use By-Law means a By-Law approved at a general meeting of the Owners Corporation which confers upon the Owner or Owners of a specified lot or lots in the Strata Scheme a right of exclusive use and enjoyment of the whole or any specified part of the Common Property.

Health Club means the area containing:

- a. the pool, spa and sauna including pumps and other equipment (and the rooms in which they are located) associated with their use, operation, maintenance and repair; and
- b. gymnasium and change rooms including all amenities, equipment, fixtures and fittings installed or otherwise provided or located in the gymnasium or change rooms, located on the upper basement level of the Building.

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

Lessee has the meaning given to it in the Development Act.

Lot means an Apartment or Utility Lot.

Lot Lease means the lease entered into by an Owner and the Authority in respect of an Apartment or a Utility Lot.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Occupier means the occupier, resident, tenant, sub-lessee or licensee of an Apartment.

Owner means, if a leasehold interest exists in respect of an Apartment:

- a. the Lessee(s) for the time being of a leasehold interest in an Apartment; and
- b. for a Common Property Rights By-Law, the Lessee(s) of the Apartment(s) benefiting from the ByLaw; and
- c. a mortgagee in possession of an Apartment.

Owners Corporation means The Owners – Strata Plan No 73910

Security Fob Keys means a key, magnetic or electronic card or other device used in the Building to open and close Common Property doors, gates or locks.

Services means the services running through or servicing an Apartment or Common Property including air, air conditioning, power, electricity, gas, water, sewerage, telecommunications, fire prevention equipment, fire sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

Special Privileges By-Law means a By-Law approved at a general meeting of the Owners Corporation which confers upon the Owner or Owners of a specified lot or lots in the Strata Scheme special privileges in respect of the whole or any specified part of the Common Property.

Storage Space means:

- a. that part of an Apartment specifically designated for storage of goods; or
- b. a Utility Lot designated for storage of goods.

Strata Committee means the committee appointed by the Owners Corporation at a general meeting.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under Part 4 of the Management Act.

Strata Scheme means the strata scheme established within former lot 18 in DP1072418.

Utility Lot has the same meaning it has in Part 1 section 4 of the Development Act and are the Storage Spaces that are designated as separate lots in the Strata Scheme.

You means Owners and Occupiers or, as the context requires, either an Owner or an Occupier.

36.2 Reference to certain terms

Unless a contrary intention appears, a reference in the By-Laws to:

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

36.3 Headings

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

36.4 Severability

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

36.5 Discretion in exercising rights

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

36.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, or you do not fully exercise a right or remedy fully or at a given time, they and you may still exercise it later.

36.7 Remedies cumulative

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

Special By-Law 1

Transportation of goods

REPEALED

Special By-Law 2

Renovation works

PART 1.1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this bylaw.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2

- a. Notwithstanding anything contained in by-laws 5.2, 16, 17 & 22 applicable to the scheme, or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the

Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

- b. If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

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

- a. Act means the *Strata Schemes Management Act, 1996*.
 - b. Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - c. Building means 3 Darling Island Road, Pyrmont NSW 2009.
 - d. Council means the Council of the City of Sydney.
 - e. Demolition Plan means the demolition plan prepared by Caroline Choker Interior Design Project Management numbered "03" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
 - f. Drawings means:
 - i. the Demolition Plan;
 - ii. the Existing Floorplan; and
 - iii. the Proposed Floorplan.
 - g. Existing Floorplan means the existing floorplan drawings prepared by Caroline Choker Interior Design Project Management numbered "01" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
 - h. Insurance means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and
 - iii. workers' compensation insurance.
 - i. Lot means lots 88 and 108 in strata plan 73910. Owner means the owner(s) of the Lot.
 - j. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 73910.
 - k. Proposed Floorplan means the proposed floorplan drawings prepared by Caroline Choker Interior Design Project Management numbered "02" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
 - l. Works means the works to the Lot and the common property to be carried out in connection with the reconfiguration of the Lot from two 2 x bedroom apartments into a single 3 x bedroom apartment and other renovations and associated works to the Lot including:
 - i. removal of the existing internal boundary/inter-tenancy wall as depicted in the Demolition Plan;
 - ii. conversion of existing rooms;
 - iii. removal and replacement of existing hall flooring;
 - iv. installation of internal partitioning, new lighting and stacked sliding screens;
 - v. disconnection, relocation and alteration of existing plumbing and electrical services;
 - vi. application of water-proofing and membrane system with silicon sealing of all corners to all wet areas;

together with:

 - A. reconnection of plumbing, electrical services as required;
 - B. ancillary works to facilitate the works referred to in sub-paragraphs (i)-(vi) above;
 - C. restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.
- 2.2 In this by-law, unless the context otherwise requires:
- a. the singular includes plural and vice versa;
 - b. any gender includes the other genders;
 - c. any terms in the by-law will have the same meaning as those defined in the Act; and
 - d. references to legislation include references to amending and replacing legislation.

PART 3
CONDITIONS
PART 3.1

BEFORE COMMENCEMENT

3.1 Before commencement of the Works the Owner must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- c. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- d. pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2

DURING CONSTRUCTION

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- a. comply with the requirements of any Authority;
- b. use duly licensed employees, contractors or agents to conduct the Works;
- c. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- d. ensure the Works are carried out expeditiously and with a minimum of disruption;
- e. carry out the Works between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- f. perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;
- g. transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- i. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j. not vary or increase the scope of the Works without first obtaining the consent in writing from the Owners Corporation and any Authority.

PART 3.3

AFTER CONSTRUCTION

3.3.1 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and
- e. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to determine compliance with this by-law or any consents provided under this by-law from time to time.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

PART 3.4

ENDURING RIGHTS AND OBLIGATIONS

3.4 The Owner:

- a. must maintain and upkeep the Works;

- b. must maintain and upkeep those parts of the common property in contact with the Works;
- c. remains liable for any damage to any lot or common property (including the Lot) arising out of the Works; and
- d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

PART 3.5

DEFAULT BY THE OWNER

3.5 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the Lot to carry out that work; and
- c. recover the costs of carrying out that work from the defaulting Owner.

PART 3.6

TRANSFER OF LOT

3.6 Notwithstanding anything contained in this by-law or any other by-law applicable to the scheme, if, after the passing of this by-law and the commencement of the Works, the Owner transfers:

- a. either Lot independently of the other; or
- b. both Lots to an owner wishing to utilise the Lots as two separate and distinct lots, the Owner shall be liable at its sole cost and responsibility to reinstate the inter-tenancy wall referred to in clause 2.1 (m)(i) in so far as the common property is affected, if and when directed by the Owners Corporation.

Special By-Law 4

Timber & tile decking

REPEALED

Special By-Law 5

Exterior works

REPEALED

Special By-Law 6

Works to common property

Grant of Right

- 1. Notwithstanding anything contained in the by-laws applicable to the scheme, the Owners defined in this by-law shall have:
 - a. the Exclusive Use Right to exclusively occupy and use the common property as follows:
 - i. Lot 35 - Lot 35 exclusive use area
 - ii. Lot 36 - Lot 36 exclusive use area
 - iii. Lot 56 - Lot 56 exclusive use area
 - iv. Lot 88 and 108 - Lot 88 and 108 exclusive use area
 - v. Lot 103 - Lot 103 exclusive use area
 - b. the Special Privilege to carry out works to the common property within the defined exclusive use area subject to the conditions of this by-law.

Definitions

- 2. In this by-law, unless the context otherwise requires:
 - a. **Act** means the Strata Schemes Management Act 1996.
 - b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Building including the Council.
 - c. **Benefited Lot** means lots 36, 36 56, 88, 108 and 103.
 - d. **Building** means the building situated at 3 Darling Island Road, Pyrmont NSW 2009.
 - e. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
 - f. **Council** means Council of the City of Sydney.
 - g. **Exclusive Use Area** means the exclusive use area respectively defined for Lots 35, 36, 56, 88, 103 and 108.

- h. **Exclusive Use Rights** means a by-law creating a right to exclusive use and enjoyment of a specified part of the common property.
- i. **Insurance means:**
 - i. Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. Insurance required under the Home Building Act 1989, to the value of the Works (if necessary); and
 - iii. Workers compensation insurance.
- j. **Lot** means any Benefited Lot in Strata Plan No. 73910.
- k. **Lot 35 exclusive use area** means that area marked red on the plan attached to this by-law and marked "1".
- l. **Lot 36 exclusive use area** means that area marked red on the plan attached to this by-law and marked "2".
- m. **Lot 56 exclusive use area** means that area marked red on the plan attached to this by-law and marked "3".
- n. **Lot 88 and 108 exclusive use area** means that area marked red on the plan attached to this by-law and marked "4".
- o. **Lot 103 exclusive use area** means that area marked red on the plan attached to this by-law and marked "5".
- p. **Owner** means the owners of Lots 35, 36, 56, 88, 103 and 108.
- q. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
- r. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property
- s. **Works** means works to the common property within the respectively defined exclusive use areas in connection with the refurbishment of the lift lobby, all of which is to be carried out strictly in accordance with this by-law, and By-law 16.

Interpretation

- 3. In this by-law, unless the context otherwise requires:
 - a. The singular includes the plural and vice versa;
 - b. words implying any gender encompasses all genders;
 - c. any terms in the by-law will have the same meaning as those defined in the Act; and
 - d. references to legislation include references to amending and replacing legislation.

This by-law to prevail

- 4. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

The Works

- 5. The Works are defined in the Definitions, this clause provides a framework within which the Works may operate:
 - a. Structural
 - i. Structural elements in the lobby cannot be modified or impacted upon.
 - ii. Structural elements include studs battens beams, columns and concrete slabs.
 - b. Floor finishes
 - i. Existing services may be removed and replaced by other approved surfaces.
 - ii. Replacement surfaces are to have a minimum acoustic standard of Rw 55 and field rating of Rw 50 for airborne noise and IIC 55 for impact noise.
 - iii. Replacement finishes are limited to high quality carpet, stone, ceramic tiles or solid timber. Consent for such finishes are subject to appropriate acoustic insulation, details of which are to be provided in the application for approval.
 - c. Wall finishes

- i. Wall linings may be removed and replaced with a lining of equal standard or better.
 - ii. Replacement surface must have acoustic and fire rating properties equal to or better than as-built finish.
 - iii. Existing linings may be painted or cladded with other approved materials.
 - d. Doors
 - i. Door frames will not be removed or interfered with.
 - ii. Doors may be replaced, with replacement doors complying with the appropriate fire rating performance for the particular location.
 - iii. Existing doors may be refinished by painting or by cladding with non-combustible material.
 - iv. Direction of door swing may not be modified, nor can the automatic closing device be removed from a door.
 - e. Lift surround
 - i. Lift surround and lift doors shall not be modified in any way.
 - f. Lighting
 - i. Existing lighting can be replaced with wall or ceiling lights
 - ii. Up to 5 low voltage lamps can be used on the existing building circuit.
 - iii. Should more than 5 low voltage lights or should low voltage lights not be used, all lights are to be supplied from the owners supply circuit.
 - iv. Any penetrations of firewalls are to be fire rated.
 - v. Exit signs shall not be modified.
 - g. Services
 - i. Ceiling access panels are to be retained in their present location but may be resurfaced.
 - ii. Air conditioning register is not to be modified.
 - iii. Hydraulic, mechanical and electrical services in the ceiling and walls are not to be altered in any way.
 - h. Other fixtures
 - i. Fire Exit and Fire Hose Reel signage needs to be retained in accordance with Australian Standard Requirements.
 - ii. Skirting boards may be replaced with other materials and must be a minimum of 90mm high.
 - i. Fire Rating
 - i. If it is proposed to make changes to the apartment entry door or to the fire exit door, the proposed changes are to be agreed in writing with the Owners Corporation's fire safety contractor and a copy of the agreement provided with the application.
 - ii. On completion of the Works a certificate of compliance from the Owners Corporation's fire safety contractor shall be supplied to the Executive Committee.
 - iii. All costs incurred by the fire safety contractor are to be met by the Owner.

Before Commencement

6. Before commencement of the Works the Owner must:

- a. Subject to the submission to the Owners Corporation of appropriate plans, drawings and description of materials and works, obtain the consent of the owners corporation to undertake the works in accordance with By-law 16;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- c. provide the Owners corporation's nominated representative(s) access to inspect the exclusive use area within forty eight (48) hours of any request from the Owners Corporation;
- d. effect and maintain Insurance and provide a copy to the owners corporation; and

- e. pay the owners corporation reasonable costs in preparing making and registering this by-law, including legal and strata management costs.

During Construction

7. During construction of the works, the Owner at the relevant time must:

- a. Comply with the requirements of any Authority;
- b. use duly licensed employees, contractors or agents to conduct the Works;
- c. ensure the works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards
- d. ensure the Works are conducted expeditiously and with a minimum of disruption to other occupants;
- e. carry out the Works between the hours of 7.00am and 5.00pm Mondays to Fridays or between 8.30am and 12 midday on Saturday or at such other times as reasonably approved by the Owners Corporation. No works shall be carried out on Sundays or public holidays;
- f. perform the Works within 1 calendar month from their commencement, or such other period as may be reasonably approved by the owners corporation;
- g. transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise directed by the Owners Corporation or the Building Manager;
- h. protect all affected areas of the Building outside the respective lot exclusive use area from damage relating to the Works or the transportation of construction materials; equipment and debris;
- i. ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time and to the Owners Corporation's satisfaction;
- j. provide the Owners Corporation's nominated representative access to inspect the exclusive use area within 24 hours of any request from the Owners Corporation.
- k. not vary or increase the scope of the works approved under this by-law or By-law 16 without first obtaining the consent in writing from the Owners Corporation and any other Authority.

After the Works

8. After the Works have been completed the Owner must without reasonable delay:

- a. Notify the owners corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to any lot or common property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of all certificates or certification required by an Authority to approve the Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer, approved by the Owners Corporation, that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- e. provide the Owners Corporation's nominated representative access to inspect the Works within 48 hours of any request from the Owners Corporation to determine compliance with this by-law or any consents provided under this by-law from time to time.

9. The Owner:

- a. Must maintain and upkeep the Works;
- b. must maintain and upkeep those parts of the common property in contact with the Works;
- c. remains liable for any damage to any lot or common property arising out of the Works, and
- d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

Lots 88 and 108

10. If after the passing of this by-law the owner of Lots 88 and 108 transfers:
- a. Either Lot 88 or Lot 108 independently of the other; or
 - b. both Lots 88 and 108 to an owner or owners wishing to utilise the lots as 2 separate and distinct lots
- the owner of Lots 88 and 108:
- c. Cease to have the benefit of the Right of Exclusive Use and the Special Privilege as granted by this by-law, and
 - d. if Works under this by-law were undertaken, must make good the area of common property within the defined exclusive use area for Lots 88 and 108 granted under this by-law to a standard to other similar areas of common property and to the satisfaction of the Owners Corporation, within 6 weeks of any such transfer.
11. Upon:
- a. Cessation of rights granted under this by-law; and
 - b. make good of the common property to a standard acceptable to the owners corporation in accordance with this by-law, if necessary, then
- the Owners Corporation will be responsible for the continuing maintenance and upkeep of the common property.

General

12. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- a. Carry out all work necessary to perform that obligation;
 - b. enter upon the defined exclusive use area or the Owner's Lot to carry out that work; and
 - c. recover the costs of carrying out that work from the defaulting Owner.
13. The Owners Corporation will continue to keep clean and maintain that part of the common property within the defined exclusive use areas until Work commences in accordance with this by-law.
14. When Work is commenced by the Owner in accordance with this by-law, the Owner from this time is responsible for the maintenance of the defined exclusive use area, including cleaning of this area.
15. The Owner is to ensure no Works impact upon the ability of the Owners Corporation, its agents, employees or contractors, in gaining access to any services or service access points within the defined exclusive use areas
16. Any additional costs incurred by the Owners Corporation as a result of such work impacting on access to services or service access points are to be reimbursed to the Owners Corporation by the Owner within 14 days of service of a demand by the Owners Corporation.
17. The Owners Corporation will limit the Works to be completed under this by-law to 2 exclusive use areas per building per calendar year, carried out concurrently or individually, or as otherwise may be reasonably determined by the Owners Corporation.
18. The Owners are bound by By-laws 23 and 28. Nothing in this By-law relieves an Owner from complying with the obligations under By-laws 23 and 28
19. If after the passing of this by-law, any Owner seeks to transfer the title of the Benefited Lot, the Owner shall attach a copy of this by-law to the Contract of Sale for the Lot.

Annexure below

Special By-Law 7
Works - Balustrades
REPEALED

Special By-Law 8
Common property - works

REPEALED

Special By-Law 9 Works - Shading

Grant of Right

1. Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner shall have the Special Privilege (at the Owner's cost and to remain the Owner's fixture) to install and attach to common property, maintain, renew, replace and keep in good and serviceable repair the Shading Works for the Lot specified.
2. The owner of a Lot may install, in accordance with the terms of this by-law, Shading Works as specified for each respective Lot.

Definitions

3. In this by-law, unless the context otherwise requires:
 - a. **Act** means the Strata Schemes Management Act 199
 - b. **Application fee** means the fee as described in clause 19.
 - c. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
 - d. **Benefited Lot** means any lot referred to in the schedule attached to this by-law that undertakes work pursuant to this by-law.
 - e. **Building** means the building situated at 3 Darling Island Road, Pyrmont NSW 2009.
 - f. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
 - g. **Council** means Council of the City of Sydney.
 - h. **Development approval** means D/2009/471/A of the City of Sydney.
 - i. **Lot** means any Lot in Strata Plan No. 73910.
 - j. **Owner** means the owner for the time being of the Lot.
 - k. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
 - l. **Shading Works** means the works including shutters, pergolas, glass panels, skylights and skytubes as described in the PTW Architect drawings referenced in Schedules 1, 2, 3 and 6, and the external venetians of the type specified in the JWI Louvers (NSW) Pty Ltd drawing dated 9 June 2010, job no. 10058, drawing No. A01-0 referred in Schedules 4 and 5.
 - m. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property

Interpretation

4. In this by-law, unless the context otherwise requires:
 - o The singular includes the plural and vice versa;
 - o Words implying any gender encompasses all genders;
 - o Any terms in the by-law will have the same meaning as those defined in the Act; and
 - o References to legislation include references to amending and replacing legislation.

This by-law to prevail

5. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

6. The owner of a Lot specified in Schedule 1 may install the shutters and/or pergolas specified for the type of balcony as defined in PTW Architect drawings included in that schedule, subject to the terms of this by-law.
7. The owner of a Lot specified in Schedule 2 may install the glass panels specified for the type of balcony as defined in the PTW Architect drawings included in that schedule, subject to the terms of this by-law.

8. The owner of a Lot specified in Schedule 3 may install the skylights and/or skytubes specified for the particular Lot as defined in the PTW Architect drawings included in that schedule, subject to the terms of this by-law.
9. The owner of a Lot specified in Schedule 4 may install the external venetian mechanism of the type as specified in the drawings of JWI Louvres (NSW) Pty Ltd dated 9 June 2010, job no. 10058, drawing No. A01-0 subject to the terms of this by-law.
10. The owner of a Lot specified in Schedule 5 may install the external venetian mechanism of the type as specified in the drawings of JWI Louvres (NSW) Pty Ltd dated 9 June 2010, job no. 10058 drawing No. A01-0, subject to the terms of this by-law.
11. The Shading Works are to be installed in accordance with the following:
 - a. The PTW Architect Drawings specified in this by-law, including the drawing referring to the particular Lot in Schedules 1, 2 and 3.
 - b. Materials and colours in accordance with the sample boards tabled at the general meeting at which this by-law is passed, or as specified by the executive committee and to be held in the building managers office.
 - c. The Construction Certificate to be obtained pursuant to this by-law.
 - d. The PTW Architect Drawings in Schedule 6 noted as Reference Plans.
12. The Shading Works are to be completed in accordance with Development Approval No. D/2009/471/A of the City of Sydney.
13. The owners corporation will delegate the authority to the managing agent to execute and place the owners corporation's seal on any document necessary to obtain the necessary development consent to undertake the works listed in Schedule 5.
14. No work specified in Schedule 5 can be commenced until the necessary development consent is obtained.
15. A Lot owner is only to engage a contractor nominated by the executive committee to install the Shading Works.
16. On completion of the building works, the Lot owner is to obtain an engineer's certificate for the work completed to be submitted to the PCA in order for an Occupancy Certificate to be issued.
17. The PCA may require further works to be carried out by the Lot owner or its contractor prior to issuing either the Construction Certificate or the Occupancy Certificate.
18. All costs incurred by the PCA in issuing a Construction Certificate or an Occupancy Certificate are to be met by the lot owner.

Costs to Owners Corporation

19. Any Lot owner seeking to undertake Shading Works is required to make payment to the owners corporation. Such payment (Application Fee) is to be made as follows:
 - a. Shutters, External Venetians and Pergolas
Application fee \$1,872.00
 - b. Glass Panels
Application fee \$1,365.00
20. The Application Fee is to be reviewed annually by the executive committee with the executive committee having the authority to either increase or decrease the amount of the payment required.
21. The executive committee may waive the Application Fee payable by any Lot owner that has contributed to the cost of preparing the Development Approval.

General

22. Any Lot owner(s) wanting to undertake the Shading Works are to provide the following to the owners corporation.
 - i. A letter:
 - a. Seeking permission to use D/2009/471/A;
 - b. confirming compliance with this by-law; and
 - c. consenting to the Shading Works under this by-law being undertaken to the owner(s) Lot.
 - ii. Payment of the Application Fee.

23. All plans specifications, drawings, sample boards and other documents relevant to the Shading Works are to be kept in the Building Managers office.

24. No Shading Works to any Lot is to be commenced without the written consent of the owners corporation.

Owner's obligations

25. An owner shall:

- a. Protect all affected areas of the Building outside the Lot from damage relating to the maintenance, renewal, repair and replacement of the Shading Works;
- b. maintain, keep in good and serviceable repair and replace, if necessary, at the frequency directed by the Building Manager or Owners Corporation from time to time, any Shading Works existing as at the date this by-law was passed or subsequently installed by them or the occupier of their Lot;
- c. maintain, at the frequency directed by the Building Manager or the Owners Corporation from time to time those parts of the common property in contact with the Shading Works;
- d. keep the Shading Works clean and tidy and free from rubbish;
- e. not and shall ensure its occupier if any does not:
 - i. affix or attach anything to the Shading Works without obtaining prior written consent of the Owners Corporation; and
 - ii. paint or otherwise treat any Shading Works (except as is required in the proper discharge of the Owner's obligations under this by-law);
- f. perform its obligations in order to keep the Building to the standard commensurate with a prestige residential development;
- g. in relation to its obligations in this clause 5, use duly licensed employees, contractors or agents and ensure any works necessary or desirable are in keeping with the appearance of the Building and are carried out:
 - i. in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and any fire safety regulations;
 - ii. between the hours of 8.30am and 5.30pm Mondays - Fridays or between 8.30am and 12 midday on Saturday; and
 - iii. expeditiously and with a minimum of disruption;
- h. remain liable for any damage to the owners lot or any other lot or common property arising out of the installation, repair, replacement, maintenance or removal of the Shading Works;
- i. repair and/or reinstate the common property or personal property of the Owners Corporation and cover all liabilities assumed by or which may affect an Owner according to this by-law;
- j. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement, maintenance or removal of any Shading Works including any liability in respect of the Benefited Lot or other property of the Owner; and
- k. comply with all obligations under by-law 16.
- l. The Lot owner will produce to the Owners Corporation copies of all certificates obtained in compliance with this by-law.

Breach of this by-law

26. If an Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. Carry out all work necessary to perform that obligation; and
- b. recover the costs of such work from the Owner as a debt due.

Shading Works to remain property of the Owner

27. Any Shading Works will always remain the property of the Owner.

Owner's removal of Shading Works

28. Nothing in this by-law permits an Owner to:

- a. Remove any Shading Works unless the Shading Works are replaced in accordance with this by-law; or
- b. Carry out Building Works without complying with By-law 16.

Applicability

29. For the avoidance of doubt, this Special By-law applies to all Shading Works installed after this by-law is made.

Annexure below

Special By-Law 10

Helioscreens

REPEALED

Special By-Law 11

Installation of 3 phase electricity - Lot 48

On the conditions set out in this by-law, the owner for the time being of Lot 48 ("the owner") shall have a special privilege in respect of the common property to install wiring or cabling to facilitate a 3 Phase Electricity connection from the common property switchboard to Lot 48 to service the lot.

The undertaking of this addition is referred to in this by-law as "the works".

Conditions:-

1. Before carrying out the works, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council;
2. Any wiring or cabling installed during the works must not be visible on the surface of any wall of the common property without the prior written consent of the owners corporation; and
3. In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:-
 - i. ensure that the works are installed in a proper and workmanlike manner by a licensed tradesman at the expense of the owner;
 - ii. ensure that the works, once installed, do not impede or restrict access to services to the parcel;
 - iii. comply with all conditions and requirements of the local Council or other authority, Tribunal or Court having jurisdiction concerning the works; and
 - iv. comply with all instructions and recommendations of the manufacturer;
 - v. comply with the Building Code of Australia and all pertinent Australian Standards;
 - vi. not obstruct nor allow the obstruction of reasonable use of the common property by building materials, tools, machines, debris or motor vehicles and;
4. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
5. The owner must maintain the works in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 6).
6. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any expense or liability pursuant to Sections 65(6) of the Strata Schemes Management Act 1996 in respect of the works. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
8. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expenses.

Special By-Law 12

Electronic notices

REPEALED

Special By-Law 13

Foyer Renovation

Introduction

1. This by-law is made pursuant to sections 52 and 65A of the Strata Schemes Management Act 1996.
2. The purpose of this by-law is to allow 2 lot owners that share a common property foyer, granting access to their respective lots, subject to consent from the Executive Committee and the terms of this by-law, to renovate the foyer area.
3. Costs of the foyer renovation and ongoing repair, maintenance and replacement, are to be shared by the 2 lot owners undertaking the renovation works.
4. Until such time as the rights and obligations granted by this by-law become effective, the Owners Corporation is responsible for the maintenance and repair of the common property foyer areas.

Definitions

5. In this by-law, unless the context otherwise requires:
 - a. **Act** means the Strata Schemes Management Act 1996.
 - b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Building including the Council.
 - c. **Benefited Lot** means those lots listed in Schedule A annexed hereto.
 - d. **Building** means the building situated at 3 Darling Island Road, Pyrmont NSW 2009.
 - e. **Building Manager** means the Building Manager referred in the by-laws registered with the strata plan.
 - f. **Exclusive Use Area** means the exclusive use area respectively defined for the Benefited Lots in Schedule A annexed hereto and noted on the plans in Schedule B.
 - g. **Executive Committee** means the committee duly elected to act as the executive committee pursuant to the Act for this Owners Corporation.
 - h. **Insurance** means:
 - i. Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. Insurance required under the Home Building Act 1989, to the value of the Works (if necessary); and
 - iii. Workers compensation insurance.
 - i. **Lot** means any Benefitted Lot in Strata Plan No. 73910.
 - j. **Owner** means the owners of the Benefited Lots.
 - k. **Owners Corporation** means the owners corporation created by the registration of The Owners - Strata Plan No. 73910.
 - l. **Works** means works to the common property as approved by the Executive Committee within the respectively defined exclusive use areas in connection with the refurbishment of a lift lobby, all of which is to be carried out strictly in accordance with this by-law, and By-law 16.

Interpretation

6. In this by-law, unless the context otherwise requires:
 - a. the singular includes the plural and vice versa;
 - b. words implying any gender encompasses all genders;
 - c. any terms in the by-law will have the same meaning as those defined in the Act; and
 - d. references to legislation include references to amending and replacing legislation.

Grant of Right

7. Notwithstanding anything contained in the by-laws applicable to the scheme, the Owners defined in this by-law, once written consent is granted, shall have:
 - a. the joint Exclusive Use Right to exclusively occupy and use the common property as noted in Schedule A annexed hereto.
 - b. the right to add to and/or alter the common property within the defined exclusive use area subject to the conditions of this by-law.

Conditions

The Works

8. The Works are defined in the Definitions, this clause provides a framework within which the Works may operate:

a. Structural

- i. Structural elements in the lobby cannot be modified or impacted upon.
- ii. Structural elements include studs, battens, beams, columns and concrete slabs.

b. Floor Finishes

- i. Existing services may be removed and replaced by other approved surfaces.
- ii. Replacement surfaces are to have a minimum acoustic standard of Rw 55 and filed rating of Rw 50 for airborne noise and IIC 55 for impact noise.
- iii. Replacement finishes are limited to high quality carpet, stone, ceramic tiles or solid timber. Consent for such finishes are subject to appropriate acoustic insulation, details of which are to be provided in the application for approval.

c. Wall Finishes

- i. Wall linings may be removed and replaced with a lining of equal standard or better.
- ii. Replacement surface must have an acoustic and fire rating properties equal to or better than as-built finish.
- iii. Existing lining may be painted or clad with other approved materials.

d. Doors

- i. Door frames will not be removed or interfered with.
- ii. Doors may be replaced with replacement doors complying with the appropriate fire rating performance for the particular location.
- iii. Existing doors may be refinished by painting or by cladding with non-combustible material.
- iv. Direction of door swing may not be modified, nor can the automatic closing function be removed from a door.

e. Lift Surround

- i. Lift surround and lift doors shall not be modified in any way.

f. Lighting

- i. Existing lighting can be replaced with wall or ceiling lights.
- ii. Up to 5 low voltage lamps or should low voltage lamps not be used, all lamps are to be supplied from the owners supply unit.
- iii. Any penetrations of firewalls are to be fire rated.
- iv. Exit signs shall not be modified.

g. Services

- i. Ceiling access panels are to be retained in their present location but may be resurfaced.
- ii. Air conditioning register is not to be modified.
- iii. Hydraulic, mechanical and electrical services in the ceiling and walls are not to be altered in any way.

h. Other Fixtures

- i. Fire Exit and Fire Hose Reel signage needs to be retained in accordance with Australian Standard Requirements.
- ii. Skirting boards may be replaced with other materials and must be a minimum of 90mm high.

i. Fire Rating

- i. If it is proposed to make changes to the apartment entry door or to the fire exit door, the proposed changes are to be agreed in writing with the Owners Corporation's fire safety contractor and a copy of the agreement provided with the application.
- ii. On completion of the Works a certificate of compliance from the Owners Corporation's fire safety contractor shall be supplied to the Executive Committee.
- iii. All costs incurred by the fire safety contractor are to be met by the Owner.

Before Commencement

9. Consent will not be granted by the Executive Committee under this by-law if the required documents listed in clause 10 are not produced.

10. No work is to be commenced by an Owner prior to receiving the written consent of the Executive Committee.

11. Before commencement of the Works, the Owner must:

- a. Obtain the consent of the Executive Committee;
- b. To enable the Executive Committee to determine the consent, the Owners must submit to the Executive Committee the following documents:
 - i. appropriate plans, drawings and description of materials and works, obtain the consent of the Owners Corporation to undertake the works in accordance with By-law 16.
 - ii. all necessary approvals from any Authorities.
 - iii. copies of certificates of insurance obtained for the duration of the Works.
 - iv. a completed consent document in the form enclosed as Schedule C.
- c. Provide the Owners Corporation's nominated representative(s) access to inspect the exclusive use area within forty eight (48) hours of any request from the Owners Corporation;
- d. Effect and maintain Insurance and provide a copy to the Owners Corporation.

During Construction

12. During construction of the works, the Owner at the relevant time must:

- a. Comply with the requirement of any Authority;
- b. Use duly licensed employees, contractors or agents to conduct the Works;
- c. Ensure the works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- d. Ensure the Works are conducted in proper and expeditiously and with a minimum of disruption;
- e. Carry out the Works between the hours of 8.30am and 5.30pm Mondays to Fridays or between 8.30am and 12 midday on Saturday or at such other times as reasonably approved by the Owners Corporation;
- f. Perform the Works within 1 calendar month from their commencement, or such other period as may be reasonably approved by the Owners Corporation;
- g. Transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise described by the Owners Corporation of the Building Manager.
- h. Protect all affected areas of the Building outside the respective lot exclusive use area from damage relating to the Works or the transportation of construction material, equipment and debris;
- i. Ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference of damage within a reasonable period of time;
- j. Provide the Owners Corporation's nominated representative access to inspect the exclusive use area within 24 hours of any request from the Owners Corporation.
- k. Not vary or increase the scope of the works approved under this by-law or By-law 16 without first obtaining the consent in writing from the Owners Corporation and any Authority.

After the Works

13. After the works have been completed the Owner must without reasonable delay:

- a. Notify the Owners Corporation that the Works have been completed;
- b. Notify the Owners Corporation that all damage, if any to any lot or common property caused by the Works and not permitted by this by-law has been rectified;
- c. Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d. Provide the Owners Corporation with certification from a suitably qualified engineer, approved by the Owners Corporation, that the works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- e. Provide the Owners Corporation's nominated representative access to inspect the Works.

14. The Owner:

- a. Must remain and upkeep the Works;
- b. Must maintain and upkeep those parts of the common property in contact with the Works;
- c. Remains liable for any damage to any lot or common property arising out of the Works; and
- d. Indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

General

15. Until such time as:

- a. the 2 Benefited Lot owners in question complete required documentation (including the required consent) and submit the documentation to the Executive Committee; and
- b. the written consent of the Executive Committee is provided to the Benefited Lot owners;
the Owners Corporation is responsible for the maintenance and repair of the foyer areas as is required pursuant to section 62 of the Act.

16. The Owners granted the joint rights pursuant to this by-law agree to share equally all costs, however incurred, by the Owners pursuant to this by-law.

17. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- a. Carry out all work necessary to perform that obligation;
- b. Enter upon the defined exclusive use area or the Owner's Lot to carry out that work; and
- c. Recover the costs of carrying out that work from the defaulting Owner as a debt.

18. The Owners Corporation will continue to keep clean and maintain that part of the common property within the defined exclusive use areas until work commences in accordance with this by-law.

19. When Work is commences by the Owner in accordance with this by-law, the Owner from this time is responsible for the maintenance of the defined exclusive use area, including cleaning of this area.

20. The Owner is to ensure no Works impact upon the ability of the Owners Corporation, its agents, employees or contractors, gaining access to any service or service access point within the defined exclusive use areas.

21. Any additional costs incurred by the Owners Corporation as a result of such work impacting on access to services or service access point are to be reimbursed to the Owners Corporation by the Owner within 14 days of service of a demand by the Owners Corporation.

22. The Owners Corporation will limit the Works to be completed under this by-law to 2 exclusive use areas per building per calendar year, or as otherwise may be reasonably determined by the Owners Corporation.

23. The Owners are bound by By-laws 23 and 28. Nothing in this by-law relieves an Owner from complying with the obligations under by-laws 23 and 28.

24. If after the passing of this by-law, any Owner seeks to transfer the title of the Benefited Lot, the Owner shall attach a copy of this by-law to the Contract of Sale for the Lot.

Annexure below

Special By-Law 14

Works - Lot 31

On the conditions set out in this by-law, the owner for the time being of Lot 31 ("the owner") shall have a special privilege in respect of the common property to undertake the following alterations and additions:-

Enclosure of existing pergola to accommodate a bedroom extension; and construction of new pergola with louvre screens as shown in the drawings prepared by PTW Architects, dated 28 June 2011 and attached to this by-law and marked Annexure "A".

The undertaking of these alterations and additions is referred to in this by-law as "the works".

Conditions:-

Before the Works

1. Before starting the works, the owner must provide the Owners Corporation with:
 - i. a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - ii. a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - iii. a copy of the certificate of insurance relating to the works, if required under s.92 of the *Home Building Act 1989*;
 - iv. evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death,

injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party; and

- V. a certificate from a structural engineer, independent of the owner, in favour of the Owners Corporation certifying that the carrying out of the works will not affect the structural integrity or the waterproofing of the building.

The Works

- 2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - i. use best-quality and appropriate materials, in a proper and skilful manner;
 - ii. comply with all conditions and requirements of the local Council;
 - iii. comply with the Building Code of Australia and all pertinent Australian Standards;
 - iv. comply with any conditions of the certificate referred to in condition 1.v);
 - v. comply with the reasonable requirements of any building consultant engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with paragraphs (i) to (vi) of this condition, and who may have access to the lot for this purpose;
 - vi. not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the works, by building materials, tools, machines, debris or motor vehicles;
 - vii. comply with any reasonable requirement of the Owners Corporation:
 - a. concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris; and
 - b. concerning storage of materials and debris; and
 - viii. carry out the works between 8.00am and 4.00pm on Monday to Friday (inclusive), and from 8.00am to 1.00pm Saturday, excluding public holidays.
 - ix. ensure that building materials and debris are not brought into, or taken out of, the building before 9.00am; and
 - x. ensure that any building works involving demolition, the use of jack hammers, masonry drills or other noisy work is not undertaken before 9.00am or on weekends.
Any additional building works undertaken under paragraph (iv) or (v) of this condition shall form part of the building works for the purposes of this by-law.
- 3. The owner or occupier may not make any changes to the plans and specifications for the works without the prior written consent of the Owners Corporation and, if required, the local Council.
- 4. The Owners Corporation may engage an engineer or building consultant to assess and review the changes to the plans and specification for the building works. The owner or occupier must pay the engineer's or building consultant's fees on demand.

Occupational Health & Safety

- 5. The owner must ensure that all workers attend a site induction and sign a workers authorisation form.
- 6. The owner must ensure that at least two business days prior written notification is given to the Building Manager of any building works that could pose a risk to pedestrian traffic within or outside the building.
- 7. The owner is responsible for rectifying all occupational health and safety requirements, other than those addressed in the site induction.

Repair & Maintenance

- 8. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under s.62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 9. The owner must maintain and upkeep those parts of the common property in contact with the Works;
- 10. The owner must maintain the improvements installed in the course of the works (including fixtures and fittings installed as part of the works) in a state of good and serviceable repair, and must renew or replace them whenever necessary.

Damage

11. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

12. The Owner must indemnify the Owners Corporation against any liability, claim, action or expense arising out of or in respect of:
- the works, including any liability under s.65(6) of the *Strata Schemes Management Act 1996* for damage to the improvements installed in the course of the works;
 - the supervision or inspection of the works under condition 2.v).
For the purposes of this condition, the certificate of the Owners Corporation's insurer or insurance broker will be conclusive evidence of the fact and the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Notices

13. The owner at his own expense must comply with any requirement or notice concerning the works issued by the local Council, or a Tribunal or Court having jurisdiction.

Applicability

14. For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the respective Lot.

Costs

15. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration and enforcement of this by-law.

Annexure below

Special By-Law 15

Installation of 3 phase electricity - Lot 49

On the conditions set out in this by-law, the owner for the time being of Lot 49 ("the owner") shall have a special privilege in respect of the common property to install wiring or cabling to facilitate a 3 Phase Electricity connection from the common property switchboard to Lot 49 to service the lot.

The undertaking of this addition is referred to in this by-law as "the works".

Conditions:-

- Before carrying out the works, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council;
- Any wiring or cabling installed during the works must not be visible on the surface of any wall of the common property without the prior written consent of the owners corporation; and
- In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:-
 - ensure that the works are installed in a proper and workmanlike manner by a licensed tradesman at the expense of the owner;
 - ensure that the works, once installed, do not impede or restrict access to services to the parcel;
 - comply with all conditions and requirements of the local Council or other authority, Tribunal or Court having jurisdiction concerning the works; and
 - comply with all instructions and recommendations of the manufacturer;
 - comply with the Building Code of Australia and all pertinent Australian Standards;
 - not obstruct nor allow the obstruction of reasonable use of the common property by building materials, tools, machines, debris or motor vehicles and;
- Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the *Strata Schemes Management Act 1996*, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

5. The owner must maintain the works in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 6).
6. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any expense or liability pursuant to Sections 65(6) of the Strata Schemes Management Act 1996 in respect of the works. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
8. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expenses.

Special By-Law 16

Works - Lot 49

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. **Act** means the Strata Schemes Management Act 1996.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Drawing** means Drawings 1 to 5 tabled at the meeting at which this by-law was passed and attached to this by-law and marked "A".
- e. **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the *Home Building Act 1989* (if any); and
 - iii. workers' compensation insurance.
- f. **Lot** means lot 49 in strata plan 73910;
- g. **Owner** mean(s) the owner(s) of the Lot.
- h. **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - i. installation of a storage room in the living room as shown in Drawing 1;
 - ii. alteration of the wall location either side of entry door as shown in Drawing 1;
 - iii. relocation of the entry door to the master bedroom as shown in Drawing 1;
 - iv. installation of new tiles for all hard floor areas, and tiles on the walls of each of the bathrooms;
 - v. installation of new vanities and sinks in each of the bathrooms;
 - vi. adjustment of all doors, including entry door as required for increased floor height from installation of new tiles;
 - vii. installation of new shelves and desk as shown in Drawing 3;
 - viii. installation of new wardrobes in the master bedroom as shown in Drawing 4 with amendments to the bulkhead above the wardrobe as shown;
 - ix. installation of new sliding panels in the master bedroom as shown in Drawing 4;
 - x. removal of existing kitchen and installation of new kitchen as shown in Drawing 5;
 - xi. installation of new lighting;
 - xii. installation of electric heaters on the ceiling of the western balcony; and

- xiii. disconnection, relocation and alteration of existing plumbing and electrical services; together with ancillary works to facilitate the works described in sub paragraphs i) to xii) above, the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the drawings attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 7:00am and 5:30pm Monday-Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- g. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- h. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- i. provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- j. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;

- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law; and
- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure below

Special By-Law 17 Works - Lot 31

PART 1 GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. **Act** means the Strata Schemes Management Act 1996.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Insurance** means:

- i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
- ii. insurance required under the *Home Building Act 1989* (if any); and
- iii. workers' compensation insurance.
- e. **Lot** means lot 31 in strata plan 73910;
- f. **Owner** mean(s) the owner(s) of the Lot.
- g. **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - removing existing sliding doors adjoining balcony (referred to Strata Plan 73910 as a "terrace") and installing new sliding doors on balcony to extend dining room;
 - installing closed sun room under existing vergola;
 - together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- g. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;

- i. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j. provide the owners corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by law; and
- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure below

Special By-Law 18 Child window safety devices

PART 1 PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- a. install Child Window Safety Devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2 GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3 DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont
- d. **Child Window Safety Device** means the installation of:
 - i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
 - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or

iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).

f. **Lot** means any individual lot in strata plan 73910.

g. **Owner** means owner of a Lot.

3.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4

INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.

4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5

ACCESS

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and
- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6 MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- c. If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

Special By-Law 19 Works - Lot 41

PART 1 GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. **Act** means the Strata Schemes Management Act 1996.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Owner** means the person or persons who are from time to time the owner/s of the Lot.
- e. **Lot** means lot 41 in strata plan 73910.
- f. **Works** means the works to the Lot and common property to be carried out for and in connection with the:
 - i. replacement of the floor tiles in the living room, hall and kitchen on the upper level of the Lot with oak floor boards;

- ii. replacement of the floor tiles on the stairs and entrance of the Lot with oak floor boards;
- iii. replacement of the carpet in the media room on the lower level of the Lot with acoustic underlay and oak floor boards,
 together with ancillary works to facilitate the works described in sub paragraphs (i) to (iii) above, all of which are to be conducted strictly in accordance with this by-law and (except as amended by this by-law) existing by-laws.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation; and
- c. pay the owners corporation's reasonable costs in making and registering this by-law.

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 7:00am and 5:30pm Monday-Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- g. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- h. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- i. provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- j. ensure that the existing tiles and mortar bed be cut in strips of 100mm with a wet saw before removal by jackhammer in order to minimise the noise impact to other occupiers; and
- k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;

- d. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 20

Works - lot 43

PART 1 GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. Act means the Strata Schemes Management Act 1996.
- b. Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c. Building means the building situated at 3 Darling Island Road, Pyrmont.
- d. Insurance means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the *Home Building Act 1989* (if any); and
 - iii. workers' compensation insurance.
- e. Lot means lot 43 in strata plan 73910.
- f. Owner mean(s) the owner(s) of the Lot, being Ronald Boulden and Melanie Boulden.
- g. Works means the works to the Lot and common property to be carried out for and in connection with the Owners' renovation of all three bathrooms in the Lot including:
 - i. Disconnection of plumbing;

- ii. Removal of bath (en-suite only), shower screen, toilet and joinery;
- iii. Removal of all wall and floor tiles;
- iv. Installation of new pipes for taps and shower;
- v. Waterproofing to be undertaken by a licensed water proofer;
- vi. Installation of new wall and floor tiles;
- vii. Installation of bath (en-suite only), new cabinet, toilet and shower screen;
- viii. Patch render where required;
 together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the lot within forty- eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 8:30am and 5:30pm Monday -Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- g. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j. provide the owners corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and

k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by law; and
- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 21

Exclusive use - Lot 84

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Insurance** means:
 - a. **Lot** means lot 84 in strata scheme 73910.
 - b. **Owner** means the owner of the Lot from time to time.

- c. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 73910.
 - d. **Works** means all building works and all related services supplied to basement level to effect the following:
 - i. removal of waterproofing membranes floor and wall tiles in the bathrooms and toilet room and installation of new waterproofing membranes, floor and wall tiles;
 - ii. removal of fixtures and fittings in the bathrooms and toilet room including toilets, vanities and sinks;
 - iii. installation of new fixtures and fittings in the bathrooms and toilet room including toilets, vanities and sinks;
 - iv. reconfiguration of power outlets, light fittings power outlets in the bathrooms and toilet room to accommodate the new layout; and
 - v. all associated plumbing and electrical connections.
 - e. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- 1.2 In this by-law a word which denotes:
- a. the singular includes plural and vice versa;
 - b. any gender includes the other genders;
 - c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
 - d. references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

3.1 Before commencement of the Works the Owner must satisfy the Conditions stipulated in Clause 24.4 of Darling Island Apartment By-Laws.

PART 3.2

During construction

3.2 Whilst the Works are in progress the Owner must comply with the Conditions stipulated in Clauses 24.5, 24.8 and 24.9 of the Darling Island Apartments By-Laws. In addition:

- a. where any work undertaken includes waterproofing then the Owner must ensure that, at their cost:
 - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 - ii. the Owner must produce to the Owners Corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty from the applicator of fitness of materials and workmanship comprising the waterproofing.
- b. the Owner must not vary the Works without first obtaining consent in writing from the Owners Corporation.

PART 3.3

After construction

3.3 After the Works have been completed the Owner must, without unreasonable delay, comply with the Conditions stipulated in Clause 24.6 of the Darling Island Apartments By-Laws.

PART 3.4

Enduring rights and obligations

3.4 The Owner has an enduring right and obligation as stipulated in Clause 24.7 of the Darling Island Apartments By-Laws.

Special By-law 22

By-law to authorise the owner of Lot 96 to add to, alter and erect new structures on the common property and exclusive use

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 96 in strata scheme 73910.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 73910.
- (f) **Works** means all building works and all related services supplied to effect the installation of the works as set out in the scope of works and plan drawings attached to this by-law and marked Annexure "A".
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

- 3.1 Before commencement of the Works the Owner must:
 - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
 - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

PART 3.2

During construction

- 3.2 Whilst the Works are in progress the Owner must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a period of two months from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;

- (i) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 - (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.
- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4

Enduring rights and obligations

3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the

Works to the extent permitted by law.

Annexure below

Special By-law 23

By-law to authorise the owner of Lot 102 to add to, alter and erect new structures on the common property and exclusive use

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 102 in strata scheme 73910.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 73910.
- (f) **Works** means all building works and all related services supplied to effect the installation of the works as set out in the scope of works and plan drawings attached to this by-law and marked Annexure "A".
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
- (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

PART 3.2

During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of two months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) where any work undertaken includes waterproofing then the Owner must ensure that at

their cost:

- (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
- (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.
- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4

Enduring rights and obligations

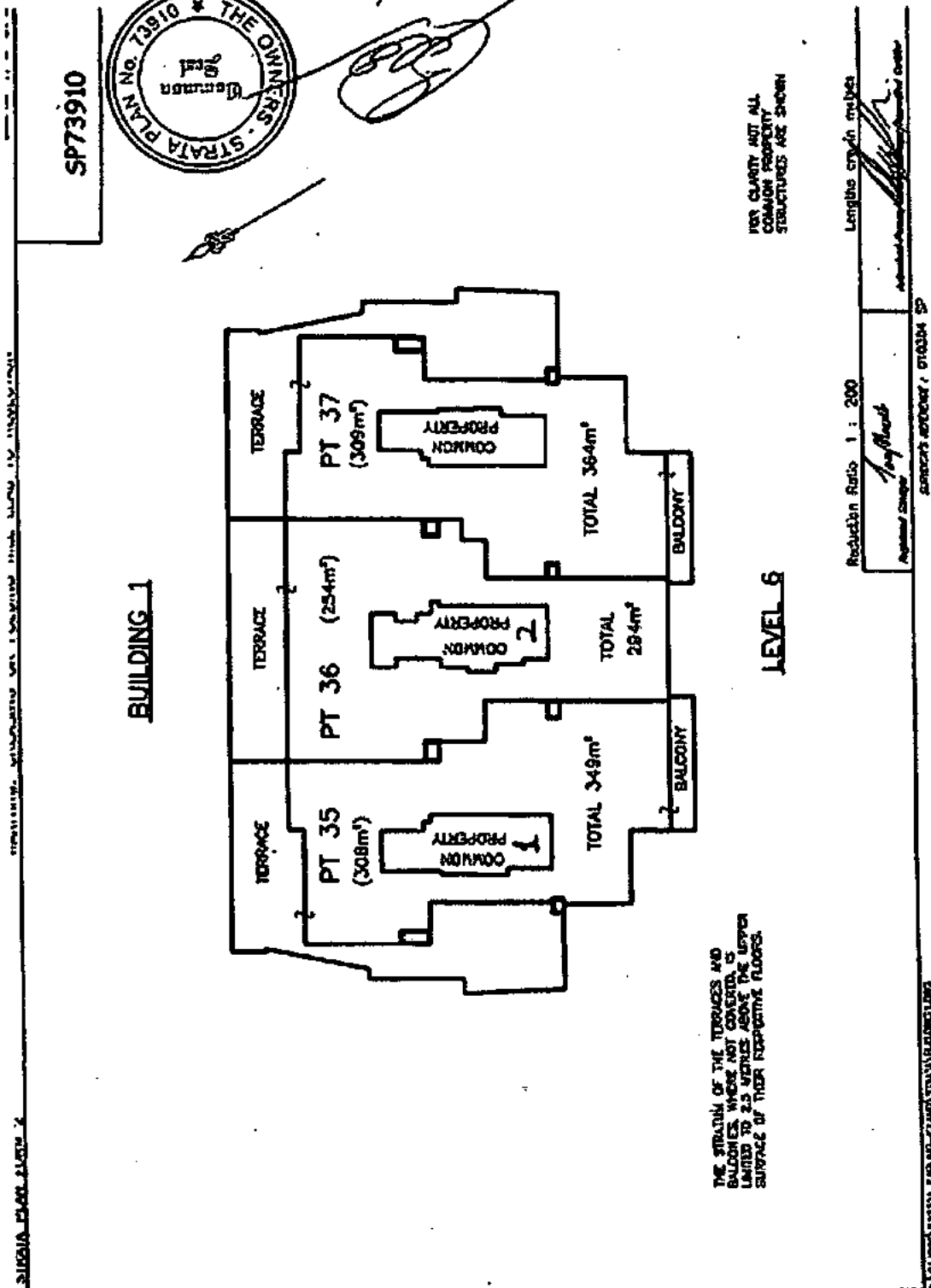
3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

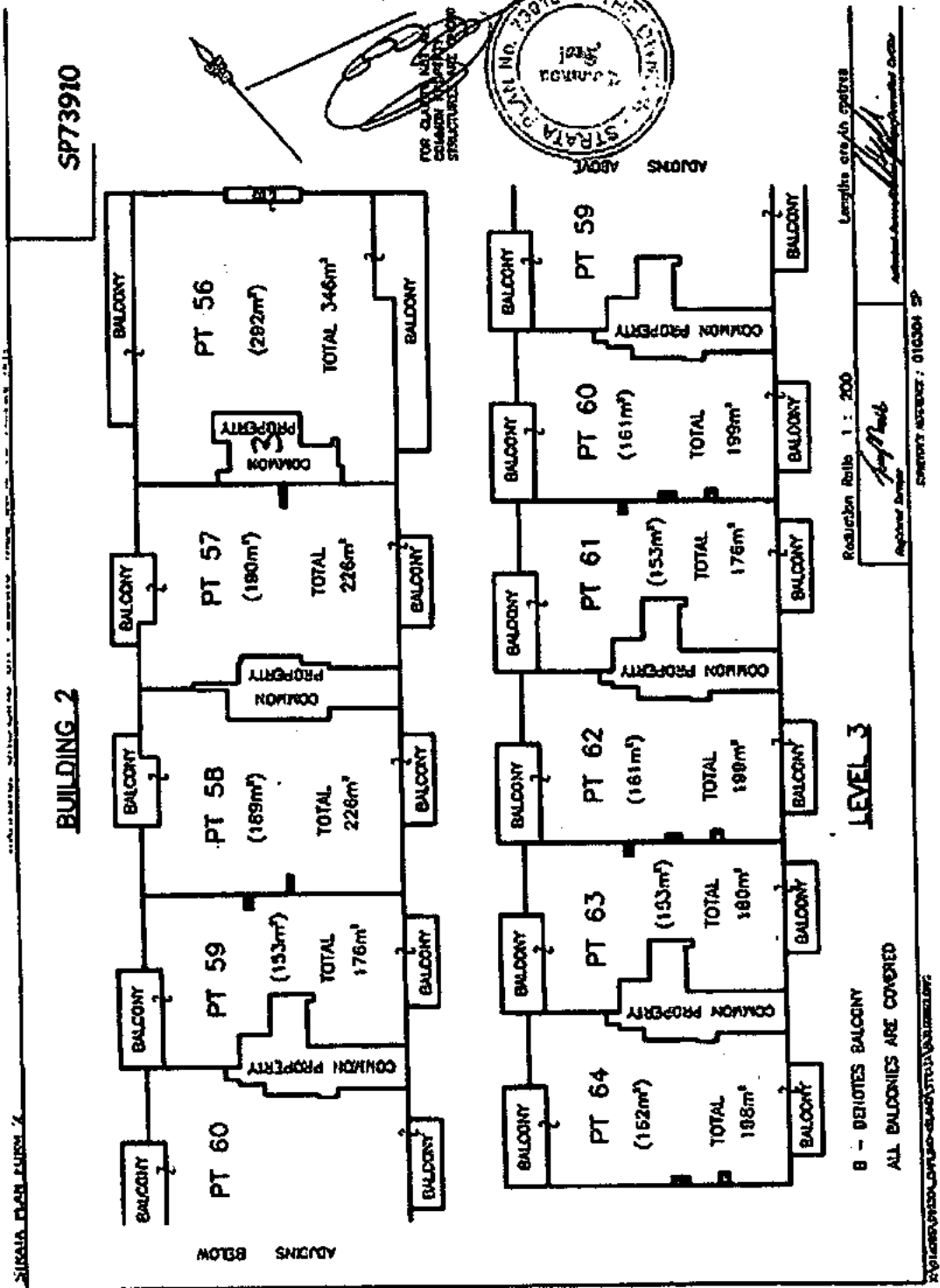
Annexure below

Special By-Law 6

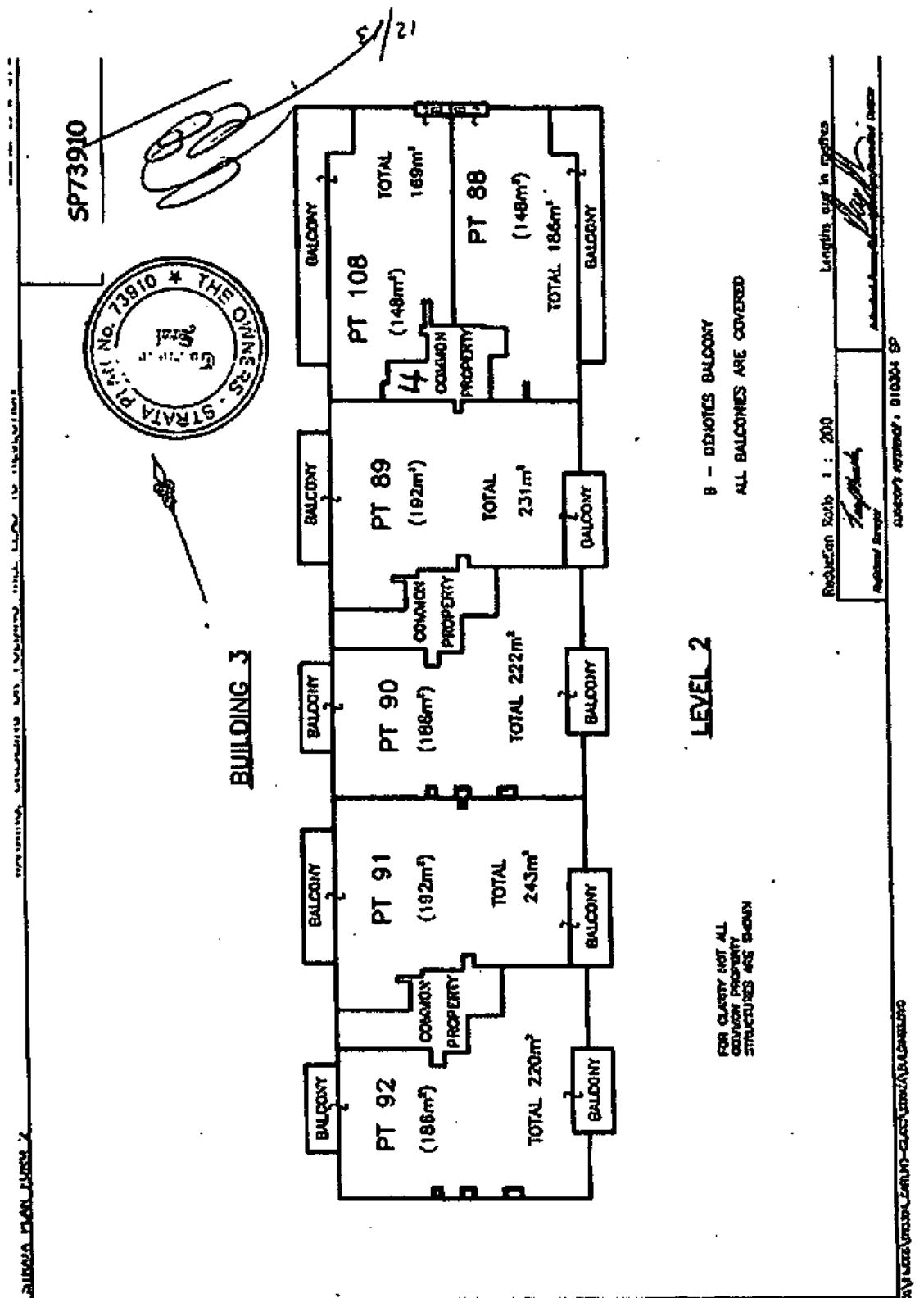
Annexure



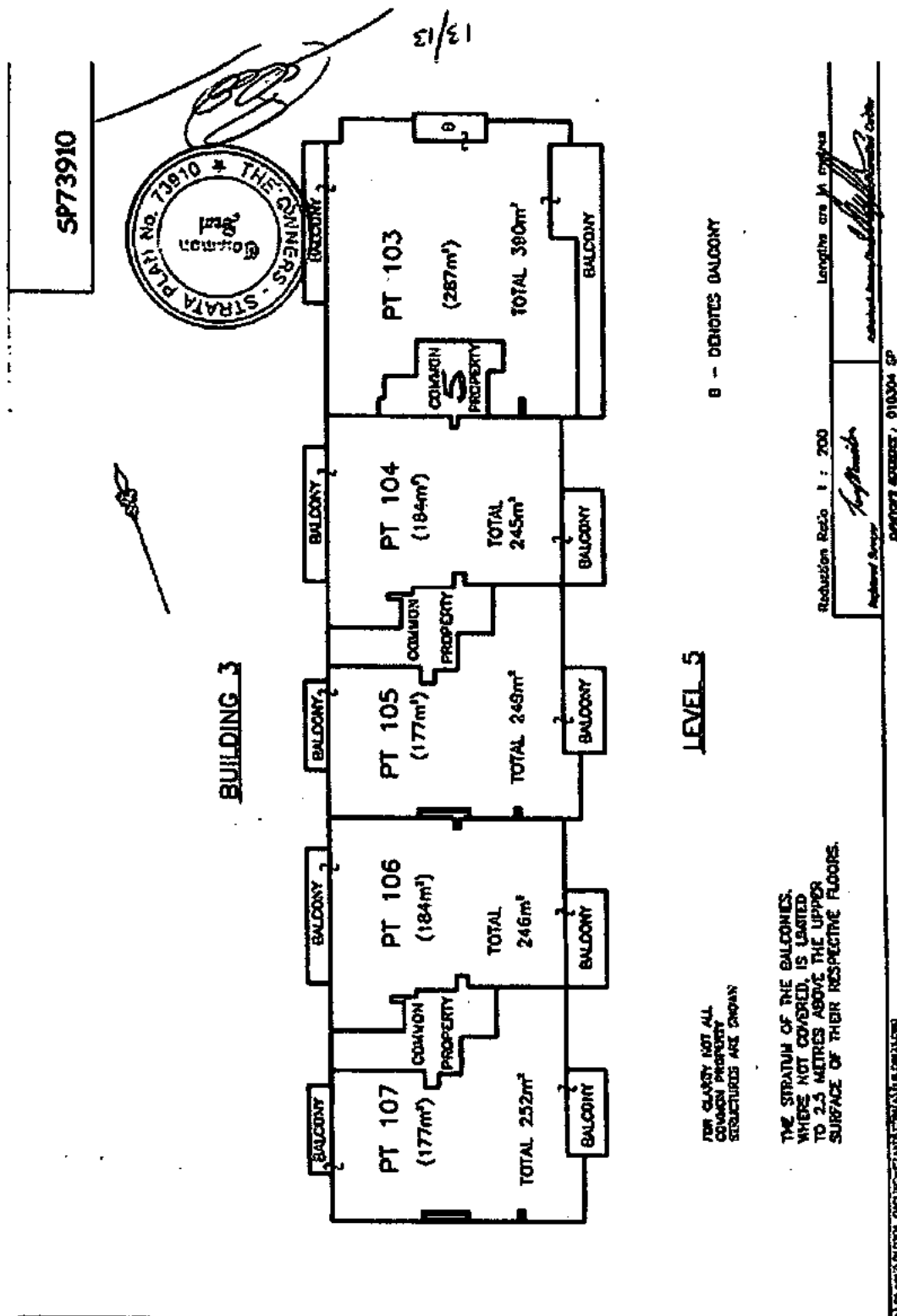
CO: 6 CLARKE STRA (LOCAL) JESS DOCT: Received Tue 17-Jun-2020 (Rev: 1533030 Page: 1731
 49:8061616 /Doc:SP 607310 P /Rev:1533030 /Src:DLA /Prt:05-Nov-2020 09:25 /Seq:67 of 133



007 L CHURCH STRA LINDA: JESS DOCK: RACE: THE 17-4-2008 (ENY: 1102000 Page: 2101
 007 L CHURCH STRA LINDA: JESS DOCK: RACE: THE 17-4-2008 (ENY: 1102000 Page: 2101
 007 L CHURCH STRA LINDA: JESS DOCK: RACE: THE 17-4-2008 (ENY: 1102000 Page: 2101



CR: L Client: STRA User: JESS DocID: Rev: 17-Jun-2020 Entry: 11501830 Page: 27/31
 11501830 /DocID: 0073910 /Rev: 17-Jun-2020 /Prt: ALL /Pgt: 69 of 91



Special By-Law 9

Annexure

Schedule 1

Shading Works

Building 1

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
1	111	Shutters	A	SK-1A-001 A
6	116	Shutters	A	SK-1A-001 A
7	121	Shutters	A	SK-1A-002 A
9	123	Shutters	B	SK-1A-002 A
10	124	Shutters	C	SK-1A-002 A
11	125	Shutters	C	SK-1A-002 A
12	126	Shutters	B	SK-1A-002 A
14	128	Shutters	A	SK-1A-002 A
15	131	Shutters	A	SK-1A-003 A
17	133	Shutters	D	SK-1A-003 A
18	134	Shutters	E	SK-1A-003 A
19	135	Shutters	E	SK-1A-003 A
20	136	Shutters	D	SK-1A-003 A
22	138	Shutters	A	SK-1A-003 A
23	141	Shutters	A	SK-1A-004 A
25	143	Shutters	D	SK-1A-004 A
26	144	Shutters	E	SK-1A-004 A
27	145	Shutters	E	SK-1A-004 A
28	146	Shutters	D	SK-1A-004 A
30	148	Shutters	A	SK-1A-004 A
31	151	Shutters & Pergola	G	SK-1A-005 A
32	152	Shutters	F	SK-1A-005 A
33	153	Shutters	F	SK-1A-005 A
34	154	Shutters & Pergola	G	SK-1A-005 A
35	161	Shutters	F	SK-1A-005 A
36	162	Shutters	H	SK-1A-006 A
37	163	Shutters	F	SK-1A-006 A

Building 2

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
39	212	Shutters	E	SK-2A-001 A
40	213	Shutters	D	SK-2A-001 A
41	214	Shutters	B	SK-2A-001 A
42	215	Shutters	C	SK-2A-001 A
43	216	Shutters	B	SK-2A-001 A
44	217	Shutters	A	SK-2A-001 A
45	218	Shutters	B	SK-2A-001 A
46	219	Shutters	A	SK-2A-001 A
74	251	Shutters & Pergola	N & O	SK-2A-005 A
75	252	Shutters & Pergola	Q & L	SK-2A-005 A
76	253	Shutters & Pergola	M & L	SK-2A-005 A
				SK-2A-006 A
				SK-2A-006 A

Schedule 1

Shading Works

Building 1

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
77	254	Shutters & Pergola	K & L	SK-2A-005 A SK-2A-006 A
78	255	Shutters & Pergola	P & L	SK-2A-005 A SK-2A-006 A
79	256	Shutters & Pergola	K & L	SK-2A-005 A SK-2A-006 A
80	257	Shutters & Pergola	P & L	SK-2A-005 A SK-2A-006 A
81	258	Shutters & Pergola	K & L	SK-2A-005 A SK-2A-006 A
82	259	Shutters & Pergola	P & L	SK-2A-005 A SK-2A-006 A

Building 3

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
84	312	Shutters	B	SK-3A-001 A
85	313	Shutters	C	SK-3A-001 A
86	314	Shutters	B	SK-3A-001 A
87	315	Shutters	A	SK-3A-001 A
103	351	Shutters & Pergola	L & O	SK-3A-005 A SK-3A-006 A
104	352	Shutters & Pergola	K & I	SK-3A-005 A SK-3A-006 A
105	353	Shutters & Pergola	J & H	SK-3A-005 A SK-3A-006 A
106	354	Shutters & Pergola	K & I	SK-3A-005 A SK-3A-006 A
107	355	Shutters & Pergola	J & H	SK-3A-005 A SK-3A-006 A

Schedule 2

Shading Works

Building 2

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
47	221	Glass Panels	Y & X	SK-2A-002 A
56	231	Glass Panels	Y & X	SK-2A-003 A
65	241	Glass Panels	Y & X	SK-2A-004 A

Building 3

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
88	321A	Glass Panels	Y	SK-3A-002 A
108	321B	Glass Panels	X	SK-3A-002 A
93	331	Glass Panels	Y & X	SK-3A-003 A
98	341	Glass Panels	Y & X	SK-3A-003 A

Schedule 3 Shading Works

Building 2

Lot No.	Unit No.	Works	PTW Drawing
74	251	Skylight/Skytube	SK-2A-007 A
75	252	Skylight/Skytube	SK-2A-007 A
76	253	Skylight/Skytube	SK-2A-007 A
77	254	Skylight/Skytube	SK-2A-007 A
78	255	Skylight/Skytube	SK-2A-007 A
79	256	Skylight/Skytube	SK-2A-007 A
80	257	Skylight/Skytube	SK-2A-007 A
81	258	Skylight/Skytube	SK-2A-007 A
82	259	Skylight/Skytube	SK-2A-007 A

Building 3

Lot No.	Unit No.	Works	PTW Drawing
103	351	Skylight/Skytube	SK-3A-007 A
104	352	Skylight/Skytube	SK-3A-007 A
105	353	Skylight/Skytube	SK-3A-007 A
106	354	Skylight/Skytube	SK-3A-007 A
107	355	Skylight/Skytube	SK-3A-007 A

Schedule 4

Shading Works

Building 2

				JWI Louvers (NSW) Pty Ltd Drawing No. A01-0
Lot No.	Unit No.	Works	Balcony Type	
39	212	External Venetians	E	
40	213	External Venetians	D	
41	214	External Venetians	B	
42	215	External Venetians	C	
43	216	External Venetians	B	
44	217	External Venetians	A	
45	218	External Venetians	B	
46	219	External Venetians	A	
48	222	External Venetians	H & I	
49	223	External Venetians	G & I	
50	224	External Venetians	F & I	
51	225	External Venetians	F & I	
52	226	External Venetians	F & I	
53	227	External Venetians	F & I	
54	228	External Venetians	F & I	
55	229	External Venetians	F & I	
57	232	External Venetians	H & J	
58	233	External Venetians	G & J	
59	234	External Venetians	F & J	
60	235	External Venetians	F & J	
61	236	External Venetians	F & J	
62	237	External Venetians	F & J	
63	238	External Venetians	F & J	
64	239	External Venetians	F & I	
66	242	External Venetians	H & J	
67	243	External Venetians	G & J	
68	244	External Venetians	F & J	
69	245	External Venetians	F & J	
70	246	External Venetians	F & J	
71	247	External Venetians	F & J	
72	248	External Venetians	F & J	
73	249	External Venetians	F & I	

Building 3

				JWI Louvers (NSW) Pty Ltd Drawing No. A01-0
Lot No.	Unit No.	Works	Balcony Type	
84	312	External Venetians	B	
85	313	External Venetians	C	
86	314	External Venetians	B	

7/11

87	315	External Venetians	A
89	322	External Venetians	B
90	323	External Venetians	C
91	324	External Venetians	B
92	325	External Venetians	A
94	332	External Venetians	G & E
95	333	External Venetians	F & D
96	334	External Venetians	G & E
97	335	External Venetians	F & D
99	342	External Venetians	G & E
100	343	External Venetians	F & D
101	344	External Venetians	G & E
102	345	External Venetians	F & D

Schedule 5
Scheduling Works

Lot No.	Unit No.	Works	Balcony Type	JAL Louvers (NSW) Pty Ltd Drawing No. A01-0
9	123	External Venetians	North-Facing	
10	124	External Venetians	North-Facing	
11	125	External Venetians	North-Facing	
12	126	External Venetians	North-Facing	
13	127	External Venetians	North-Facing	
16	132	External Venetians	North-Facing	
17	133	External Venetians	North-Facing	
18	134	External Venetians	North-Facing	
19	135	External Venetians	North-Facing	
20	136	External Venetians	North-Facing	
21	137	External Venetians	North-Facing	
24	142	External Venetians	North-Facing	
25	143	External Venetians	North-Facing	
26	144	External Venetians	North-Facing	
27	145	External Venetians	North-Facing	
28	146	External Venetians	North-Facing	
29	147	External Venetians	North-Facing	
31	151	External Venetians	North-Facing	
32	152	External Venetians	North-Facing	
33	153	External Venetians	North-Facing	
34	154	External Venetians	North-Facing	

Schedule 6

Shading works

Reference Plans

Building 1

SK-1A-101 A
SK-1A-102 A
SK-1A-103 A
SK-1A-104 A
SK-1A-105 A
SK-1A-106 A
SK-1A-107 A
SK-1A-108 A
SK-1A-201 A
SK-1A-202 A
SK-1A-203 A
SK-1A-204 A
SK-1A-301 A
SK-1A-302 A
SK-1A-401 A
SK-1A-402 A
SK-1A-403 A

Building 2

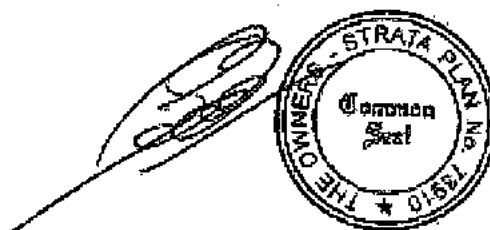
SK-2A-007 A
SK-2A-101 A
SK-2A-102 A
SK-2A-103 A
SK-2A-104 A
SK-2A-105 A
SK-2A-106 A
SK-2A-107 A
SK-2A-108 A
SK-2A-109 A
SK-2A-110 A
SK-2A-111 A
SK-2A-112 A
SK-2A-113 A
SK-2A-114 A
SK-2A-115 A
SK-2A-116 A
SK-2A-117 A
SK-2A-118 A
SK-2A-119 A
SK-2A-120 A
SK-2A-121 A

10/11

SK-2A-122 A
SK-2A-123 A
SK-2A-201 A
SK-2A-202 A
SK-2A-203 A
SK-2A-204 A
SK-2A-205 A
SK-2A-206 A
SK-2A-301 A
SK-2A-302 A
SK-2A-401 A
SK-2A-402 A
SK-2A-403 A
SK-2A-407 A
SK-2A-405 A
SK-2A-406 A

Building 3

SK-3A-101 A
SK-3A-103 A
SK-3A-104 A
SK-3A-116 A
SK-3A-105 A
SK-3A-106 A
SK-3A-107 A
SK-3A-108 A
SK-3A-109 A
SK-3A-110 A
SK-3A-111 A
SK-3A-112 A
SK-3A-113 A
SK-3A-114 A
SK-3A-115 A
SK-3A-120 A
SK-3A-201 A
SK-3A-202 A
SK-3A-203 A
SK-3A-204 A
SK-3A-205 A
SK-3A-206 A
SK-3A-301 A
SK-3A-302 A
SK-3A-401 A
SK-3A-402 A
SK-3A-403 A
SK-3A-404 A
SK-3A-405 A
SK-3A-406 A



11/11

Special By-Law 13

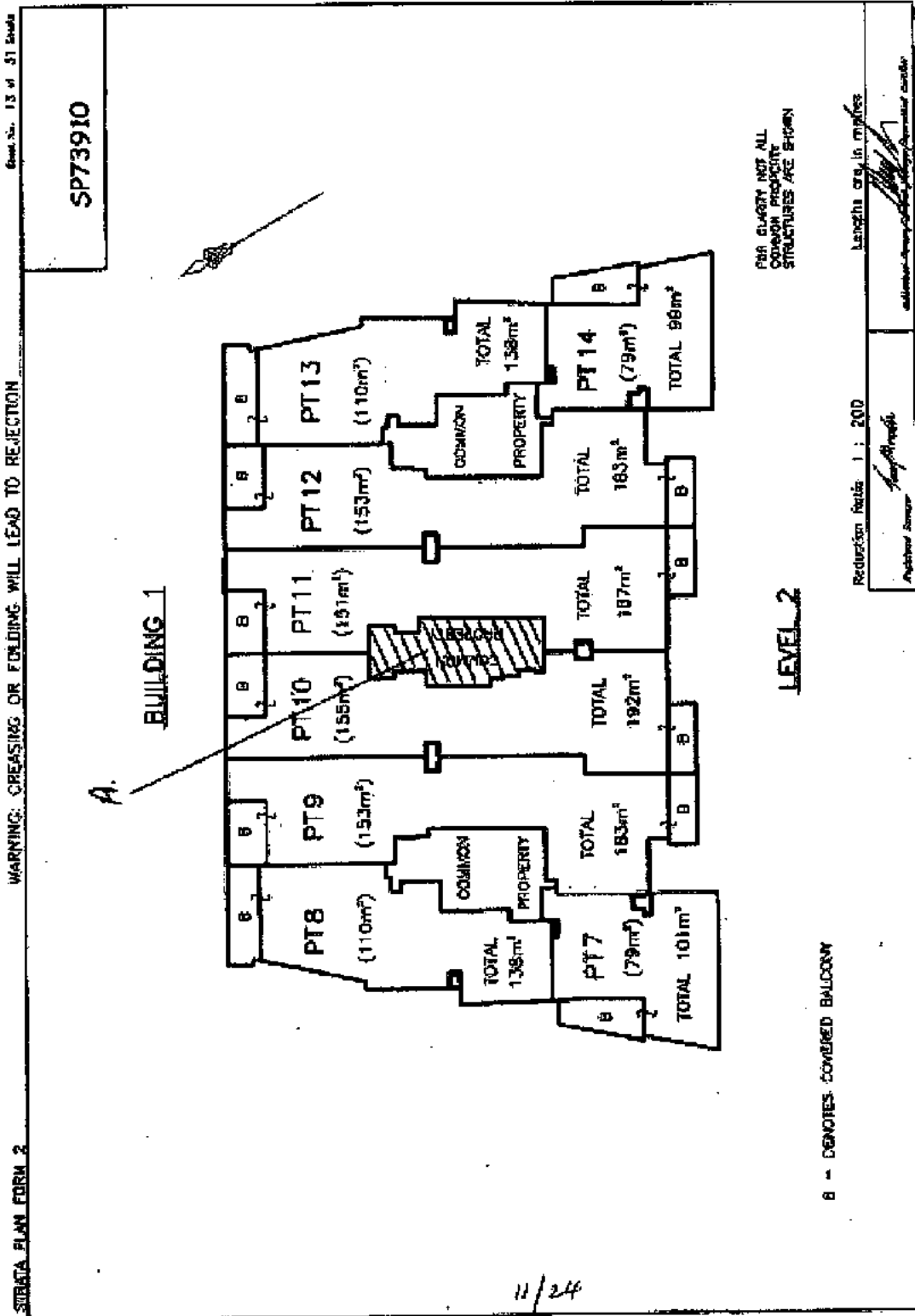
Annexure

Schedule A

Building 1	
Benefited Lots	Exclusive Use Area
10 & 11	A
18 & 19	B
26 & 27	C
32 & 33	D
Building 2	
48 & 49	E
50 & 51	F
52 & 53	G
54 & 55	H
57 & 58	I
59 & 60	J
61 & 62	K
63 & 64	L
66 & 67	M
68 & 69	N
70 & 71	O
72 & 73	P
75 & 76	Q
77 & 78	R
79 & 80	S
81 & 82	T
Building 3	
89 & 90	U
91 & 92	V
94 & 95	W
96 & 97	X
99 & 100	Y
101 & 102	Z
104 & 105	AA
106 & 107	BB

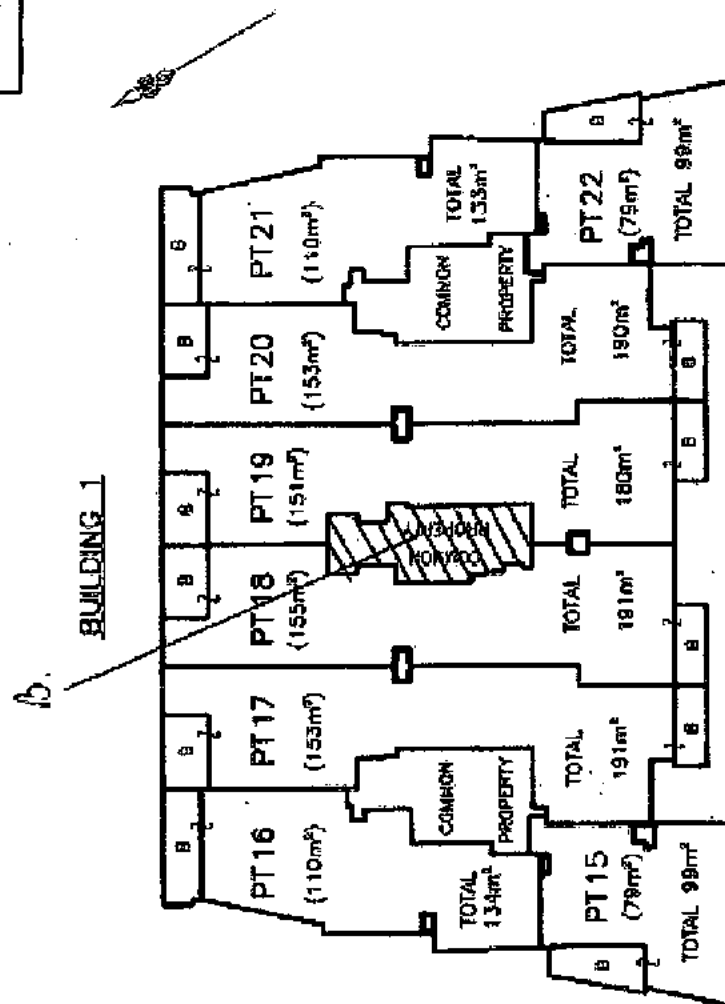
Schedule B

Plan of Exclusive Use Areas



Reg:R911771 /Doc:DL A0274939 /Rev:27-Jul-2020 /NSW LRS /Pgs:ALL /Prt:05-Nov-2020 09:25 /Seq:83 of 133
 © Office of the Registrar-General /Src:INFOTRACK /Ref:200701

SP73910



LEVEL 3

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

5 - DENTIS COVERED BALCONY

Reduction Ratio 2 : 200

Lettering and Calligraphy

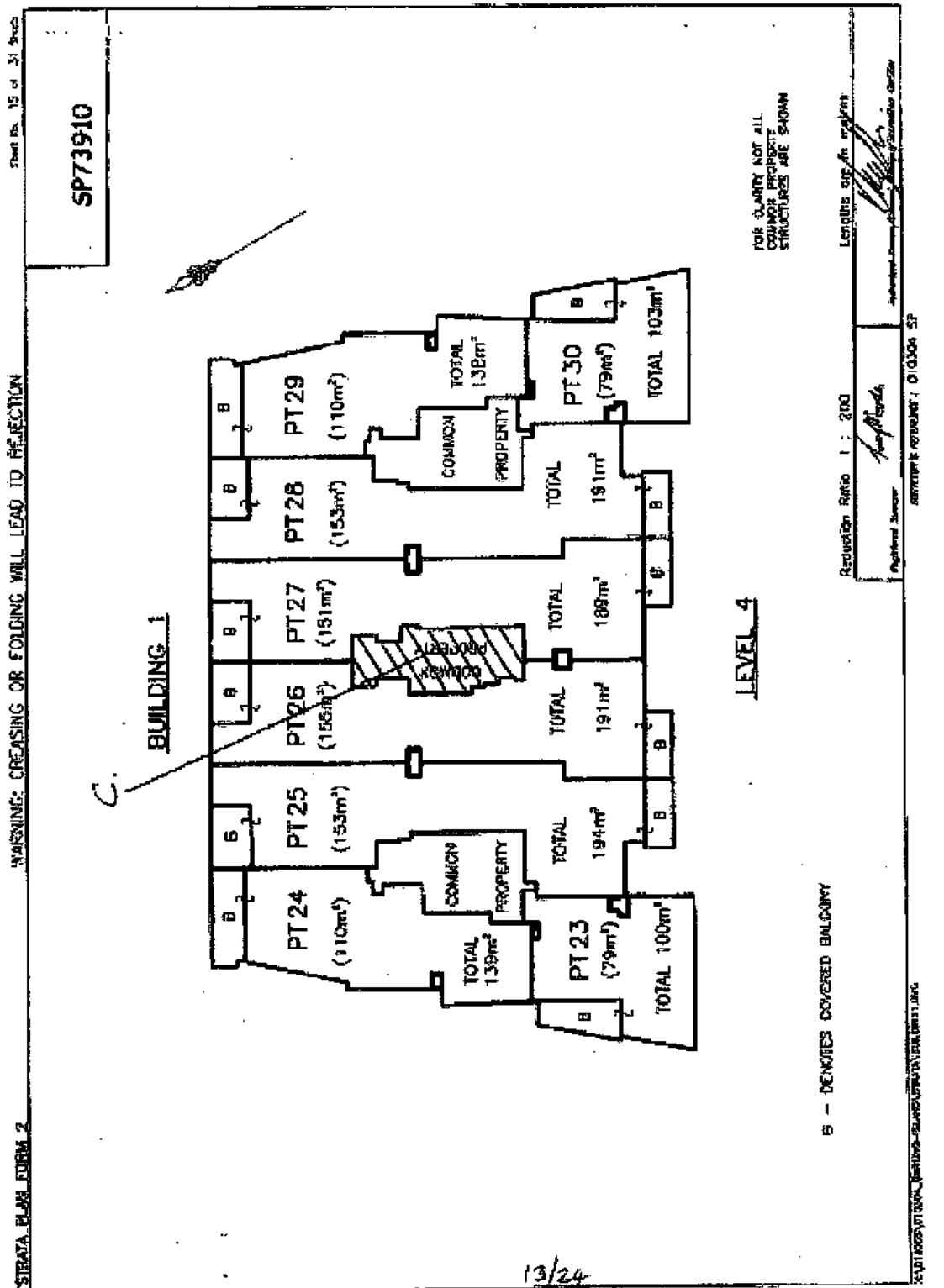
THE UNIVERSITY OF CHICAGO PRESS

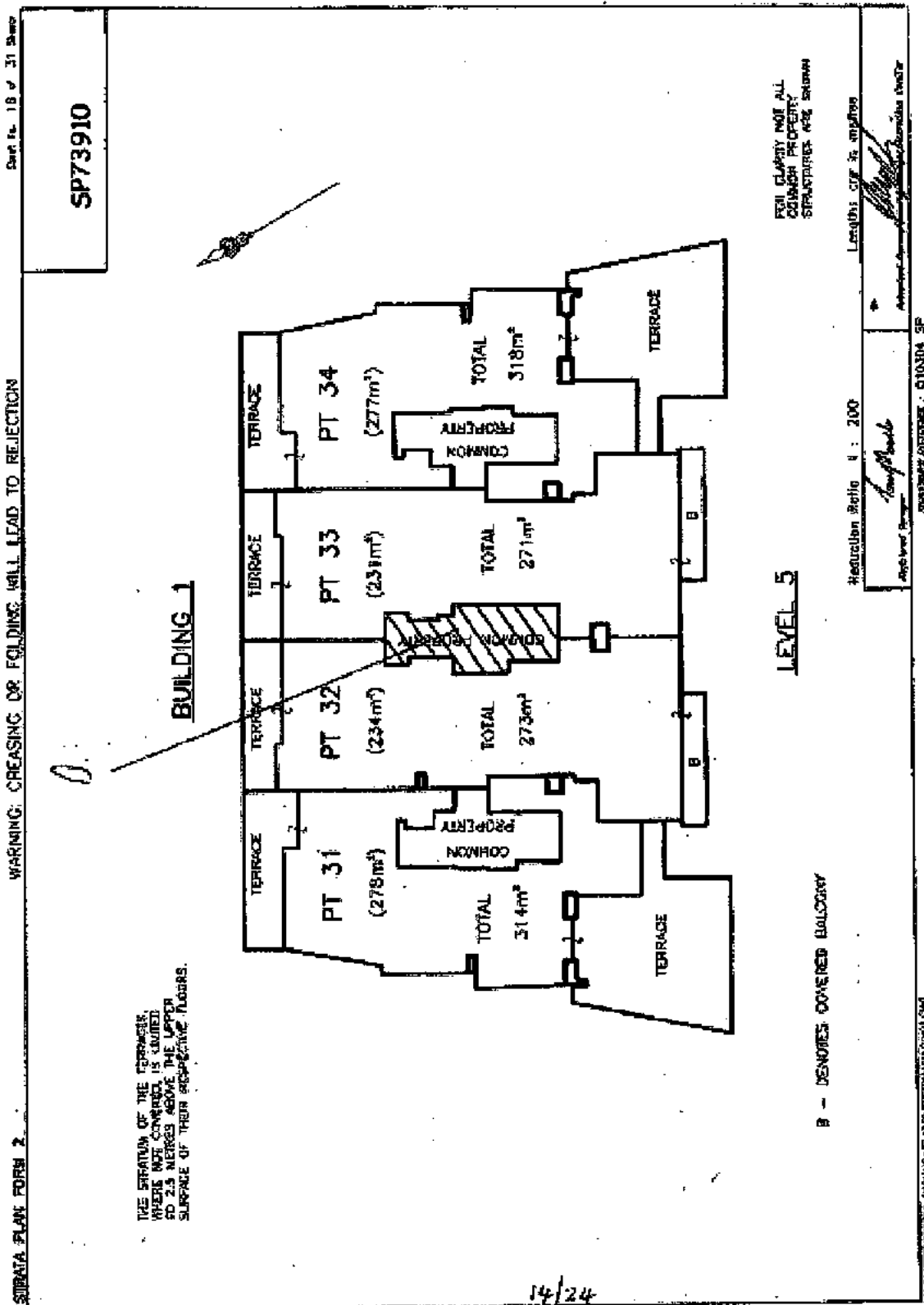
010304 5P

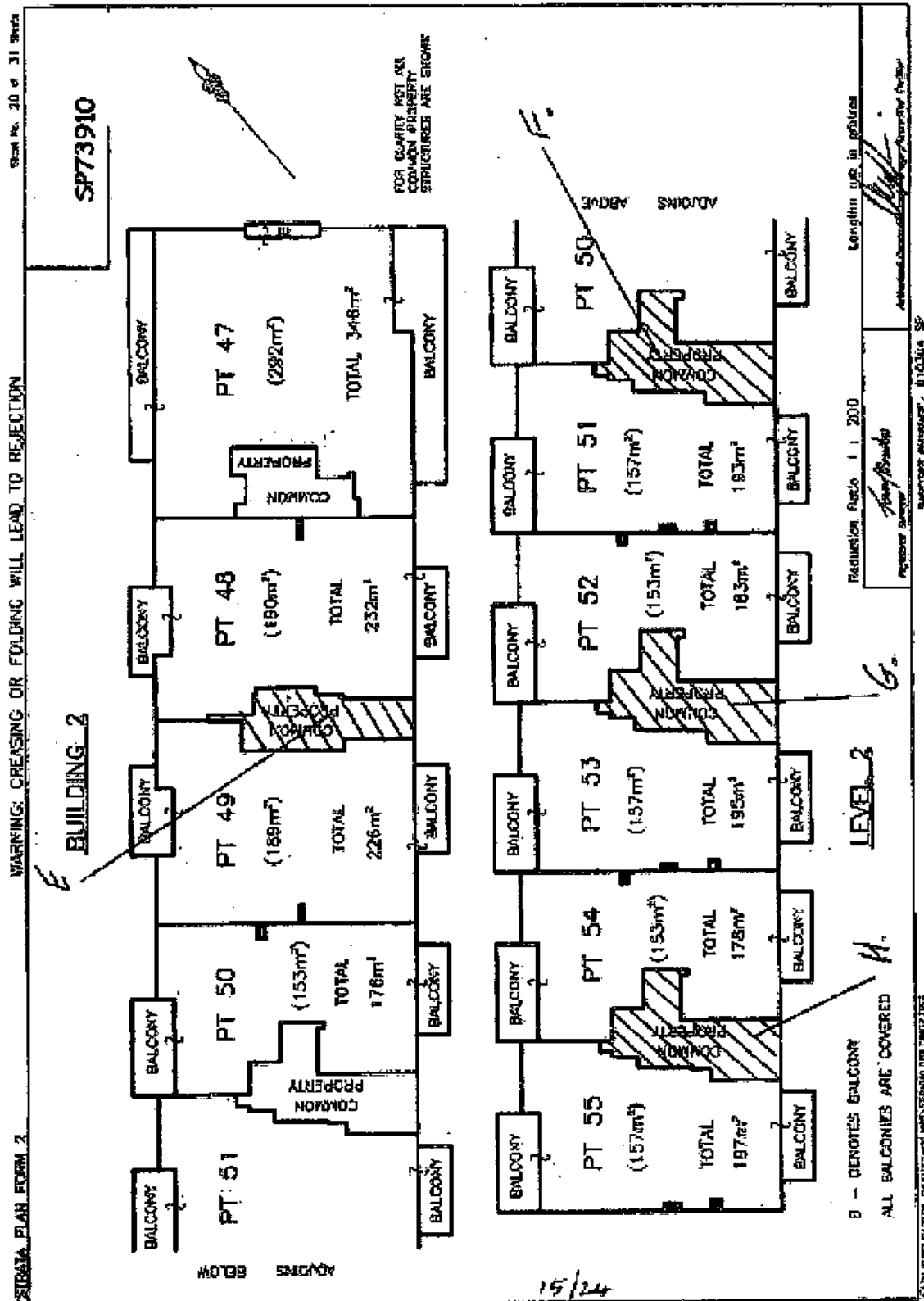
THE UNIVERSITY OF CHICAGO PRESS

SECRET

12/24







SP73910

BUILDING 2

B - DENOTES BALANCE

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Language used in training

Strengths: Ratio 1 : 240

LEVEL 4

CONTACT NUMBER: 012384 57

THE STRUTS OF THE BALCONIES, WHERE THEY WERE NOT COVERED, BE LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

17/24

BUILDING 2

ADJOINS REFLECTS

B - DÉPOSÉS BALCONY

18/24

FOR CLARITY SEE ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRUCTURE OF THE RAILCOTTER, WHICH IS NOT COVERED, IS LIMITED TO 2.5 METERS ABOVE THE UPPER SURFACE OF THE RESPECTIVE FLAT.

573A37

Education Group : 200

Landing use in 2010

THE UNIVERSITY OF CHICAGO

ATTENTION: REMEMBER, DIGITAL IS

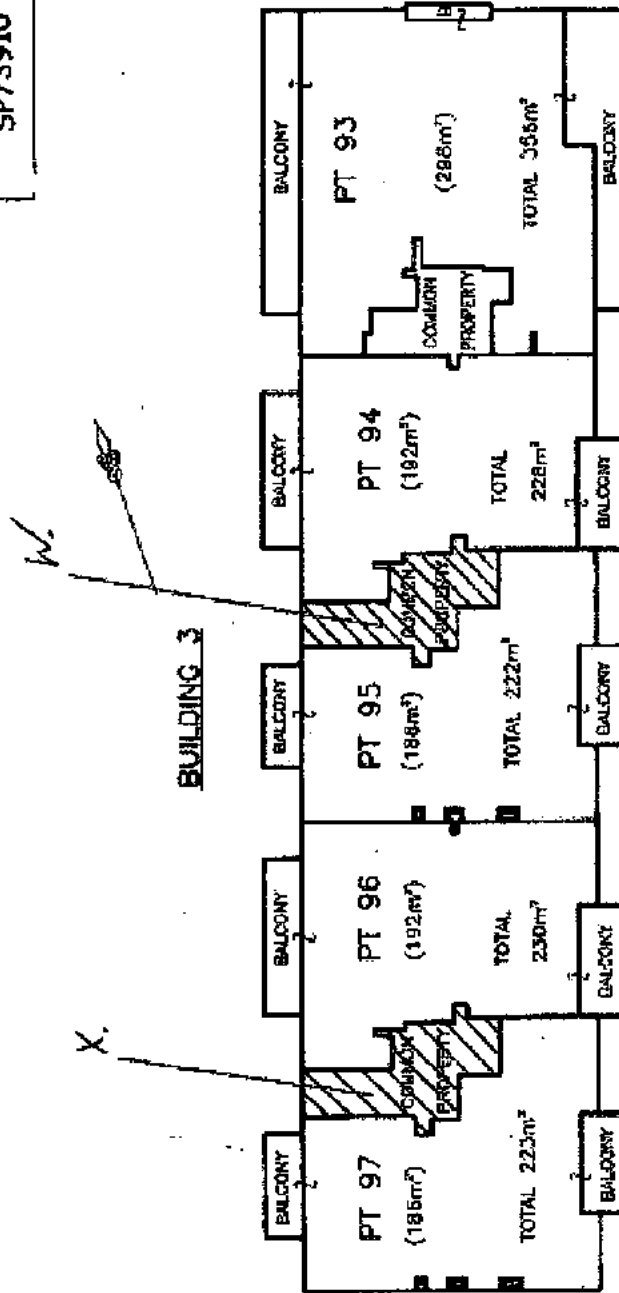
DATE: 09-08-2017 TIME: 11:00 AM / 11:00 AM / 11:00 AM / 11:00 AM / 11:00 AM / 11:00 AM / 11:00 AM / 11:00 AM / 11:00 AM / 11:00 AM

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 28 of 31 Sheets

SP73910



LEVEL 3

B - DENOTES BALCONY
 ALL BALCONIES ARE COVERED

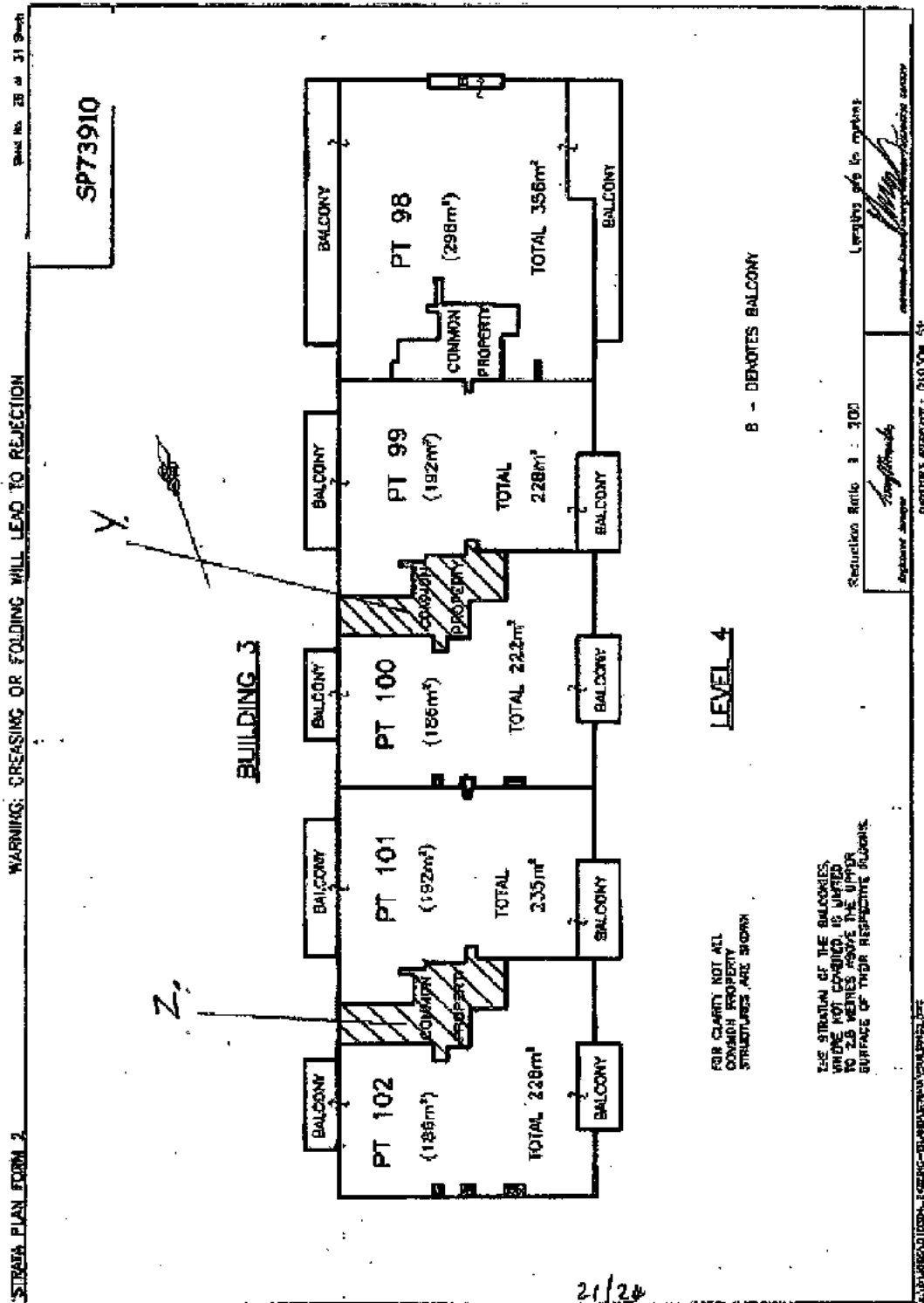
FOR CLARITY NOT ALL
 COMMON PROPERTY
 STRUCTURES ARE SHOWN

Reduction Ratio : 1 : 200

Landled on/in metres

Signature: [Signature]
 Registered Surveyor: [Signature]
 STRATA PLAN NO: 010104 EP

Reg:R911771 /Doc:DL A0274939 /Rev:27-Jul-2020 /BSW LRS /Pgs:ALL /Prt:05-Nov-2020 09:25 /Seq:92 of 133
 © Office of the Registrar-General /Src:INFOTRACK /Ref:200701



Reg:R911771 /Doc:DL A0274939 /Rev:27-Jul-2020 /BSW LRS /Pgs:ALL /Prt:05-Nov-2020 09:25 /Bq:93 of 133
 © Office of the Registrar-General /Src:INFOTRACK /Ref:200701

STRETA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP73910

BB.

A.A.

BUILDING 3

PT 107 (177m²) TOTAL 252m² BALCONY

PT 106 (184m²) TOTAL 246m² BALCONY

PT 105 (177m²) TOTAL 249m² BALCONY

PT 104 (184m²) TOTAL 249m² BALCONY

PT 103 (257m²) TOTAL 390m² BALCONY

COMMON PROPERTY

LEVEL 5

B - DEMOTES BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

THE STRUTUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Registration Ratio 1 : 200

Lengths and in m/ft/ea

22/24

0-9177714 /Doc:DL A0274939 /Rev:27-Jul-2020 /NSW LRS /Page:ALL /Prt:05-Nov-2020 09:25 /Seq:94 of 133

0-9177714 /Doc:DL A0274939 /Rev:27-Jul-2020 /NSW LRS /Page:ALL /Prt:05-Nov-2020 09:25 /Seq:94 of 133

Schedule C

Consent to By-Law

CONSENT TO BY-LAW

Strata Schemes Management Act 1996

To: The Secretary
The Owners – Strata Plan No. 73910

1. In accordance with sections 52(1) and 65A(4) of the *Strata Schemes Management Act 1996*, we being the owners of Lots 10 and 11 in Strata Plan No. SP73910 CONSENT to the making of a by-law conferring joint exclusive use and the right to add to and/or alter the common property upon the owners for the time being of Lots 10 and 11, in accordance with the by-law made by the owners corporation at a general meeting held on 30 April 2012 or at an adjournment of that meeting.
2. We, being the owners of Lot 10 and 11, agree to share the costs equally:
 - a. of undertaking any works pursuant to the by-law and particularised in the documents provided to the executive committee;
 - b. of any repair, maintenance or replacement of the Works undertaken pursuant to the by-law;
 - c. of any costs incurred in indemnifying the owners corporation, or reimbursement due to the owners corporation, pursuant to the terms of the by-law

.....
Owner/s Lot 10

.....
Owner/s Lot 11

Dated: 2012



24/24

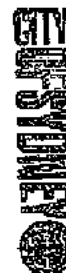
Special By-Law 14

Annexure

ANNEXURE A

City of Sydney

401 22 636 800 790
GPO Box 1591 Sydney NSW 2001 Australia
Town Hall House 456 Kent Street Sydney NSW 2000 Australia
Phone +61 2 9255 9333 Fax +61 2 9255 9222 TTY +61 2 9255 9276
Email: info@cityofsydney.nsw.gov.au www.cityofsydney.nsw.gov.au



PR

16-Feb-2012

Mrs V K Wamsleker
151/3 Darling Island Rd
PYRMONT NSW 2009

DEVELOPMENT PROPOSAL

REFERENCE NUMBER D/2012/136

Site: 3 Darling Island Road, PYRMONT NSW 2009
Applicant: Mr H Wamsleker

PROPOSAL

Alterations and additions to existing apartment located in the south west corner on the fifth floor (Unit 151, Building 1) comprising enclosure of existing pergola to accommodate a bedroom extension and construction of new pergola with louvre screens.

The City of Sydney has received the above Development Application. As part of our assessment process, we are notifying surrounding neighbours and property owners to seek their views on the proposal.

The application is on public exhibition until 2 March 2012. (If the period finishes on a weekend, the period is extended to the next working day). During this time, you are welcome to make a submission on the proposal. You can view the full application at any of the following locations (although privacy restrictions exist for internal areas of residential buildings):

1. Online at the City's website www.cityofsydney.nsw.gov.au, under 'Development' - Development Applications - Applications Exhibition List (Applications currently on Exhibition). The website contains all relevant details of the proposal, including plans, which can be downloaded if required. A submission can be made directly from the website.
2. In person at the following locations:
CBO Level 2, Town Hall House, 456 Kent St, Sydney. Mon to Fri 9am - 6pm.

On the back of this page we have included information to help you make a submission.

If you would like to speak directly to a Council planning officer about this development application, you can contact Andrew Bagden on Ph: 9255 9333 or email: development@cityofsydney.nsw.gov.au

Yours faithfully

BILL MACKAY
Manager - Planning Assessment

Property owned by addressee: Unit 151/3 Darling Island Road PYRMONT NSW 2009

city of villages

SYDNEY CITY OF VILLAGES

darling island

Sydney, Australia

PROJECT NO. D030714

AMENDMENTS TO EXISTING RESIDENTIAL DEVELOPMENT

UNIT 151

- EXISTING PERGOLA AREA ENCLOSED
- PERGOLA
- LOUVER SCREENS

DA SUBMISSION

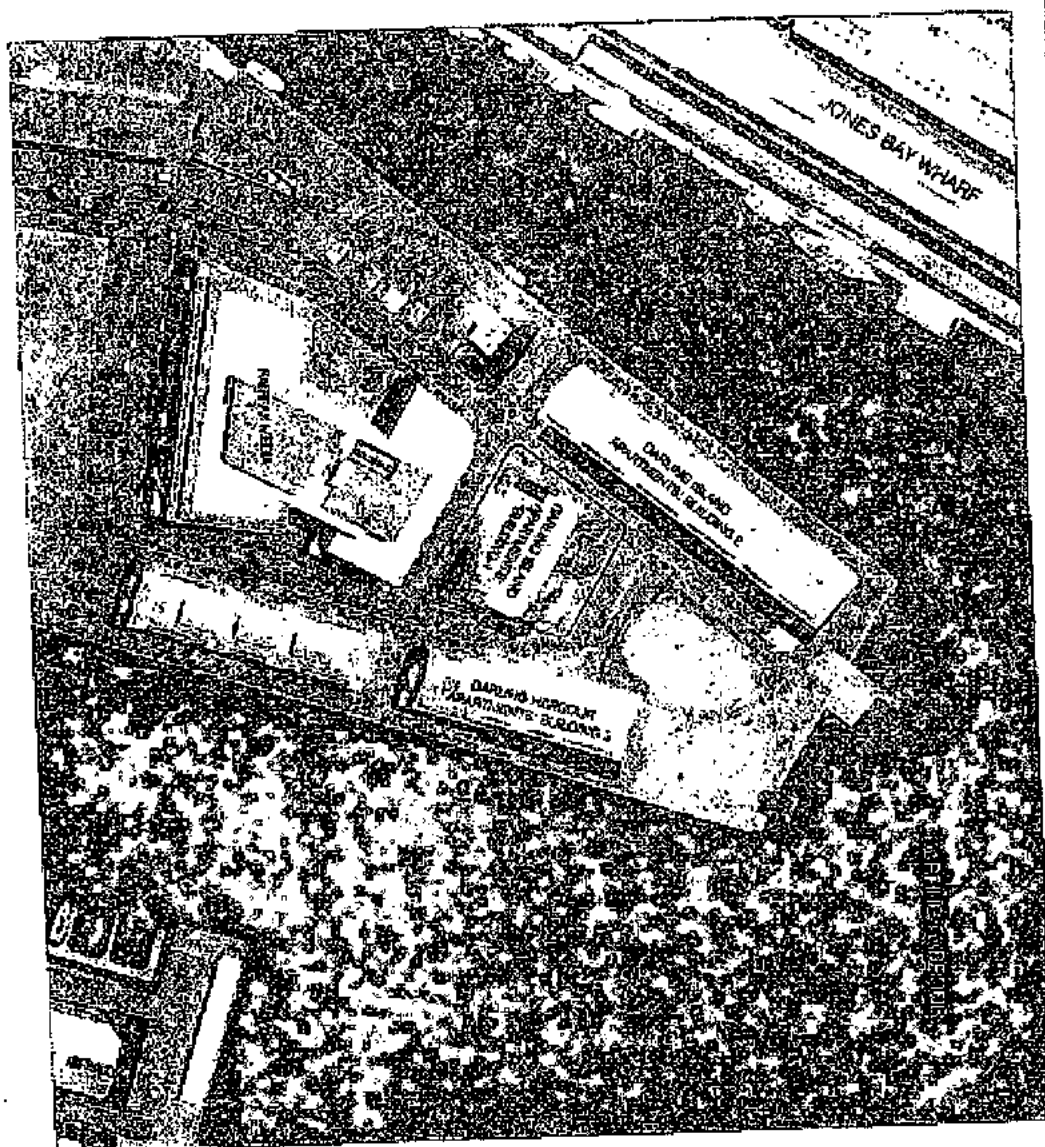
20/07/20

PTW Architects
Level 11, 150 Macquarie St
Sydney NSW 2000
T +61 2 9250 1234
F +61 2 9250 1118
www.ptw.com.au

PTW

01 SITE PLAN
 1:1250

DESIGN INTENT ONLY

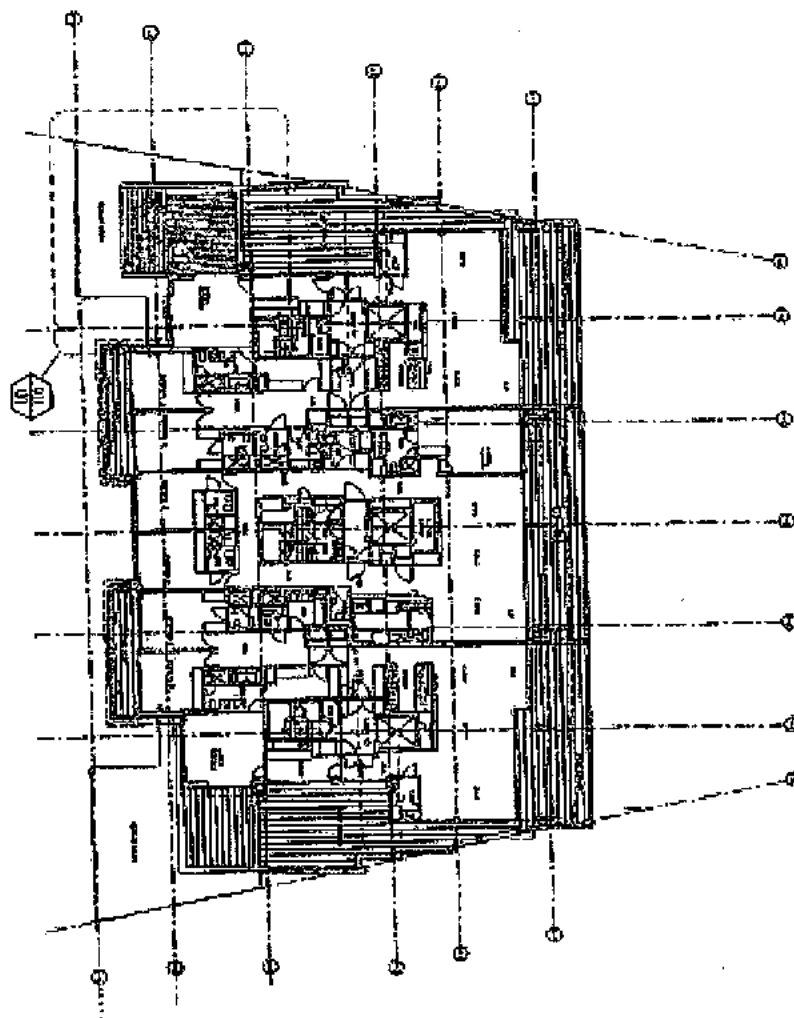


<p>NOTES</p> <p>1. All dimensions are in metres.</p> <p>2. All dimensions are to the centre of the lot.</p> <p>3. All dimensions are to the centre of the lot.</p> <p>4. All dimensions are to the centre of the lot.</p>			
<p>darling island</p> <p>PTW</p>			
<p>RESIDENTIAL DEVELOPMENT UNIT 151</p> <p>RESIDENTIAL DEVELOPMENT UNIT 151</p> <p>RESIDENTIAL DEVELOPMENT UNIT 151</p>		<p>RESIDENTIAL DEVELOPMENT UNIT 151</p> <p>RESIDENTIAL DEVELOPMENT UNIT 151</p> <p>RESIDENTIAL DEVELOPMENT UNIT 151</p>	
<p>SITE PLAN</p>			
DATE	14/12/20	SCALE	1:1250
PROJECT	151/152	FILE	
DESIGNER	001	PKT	A

Scale: 1:1250

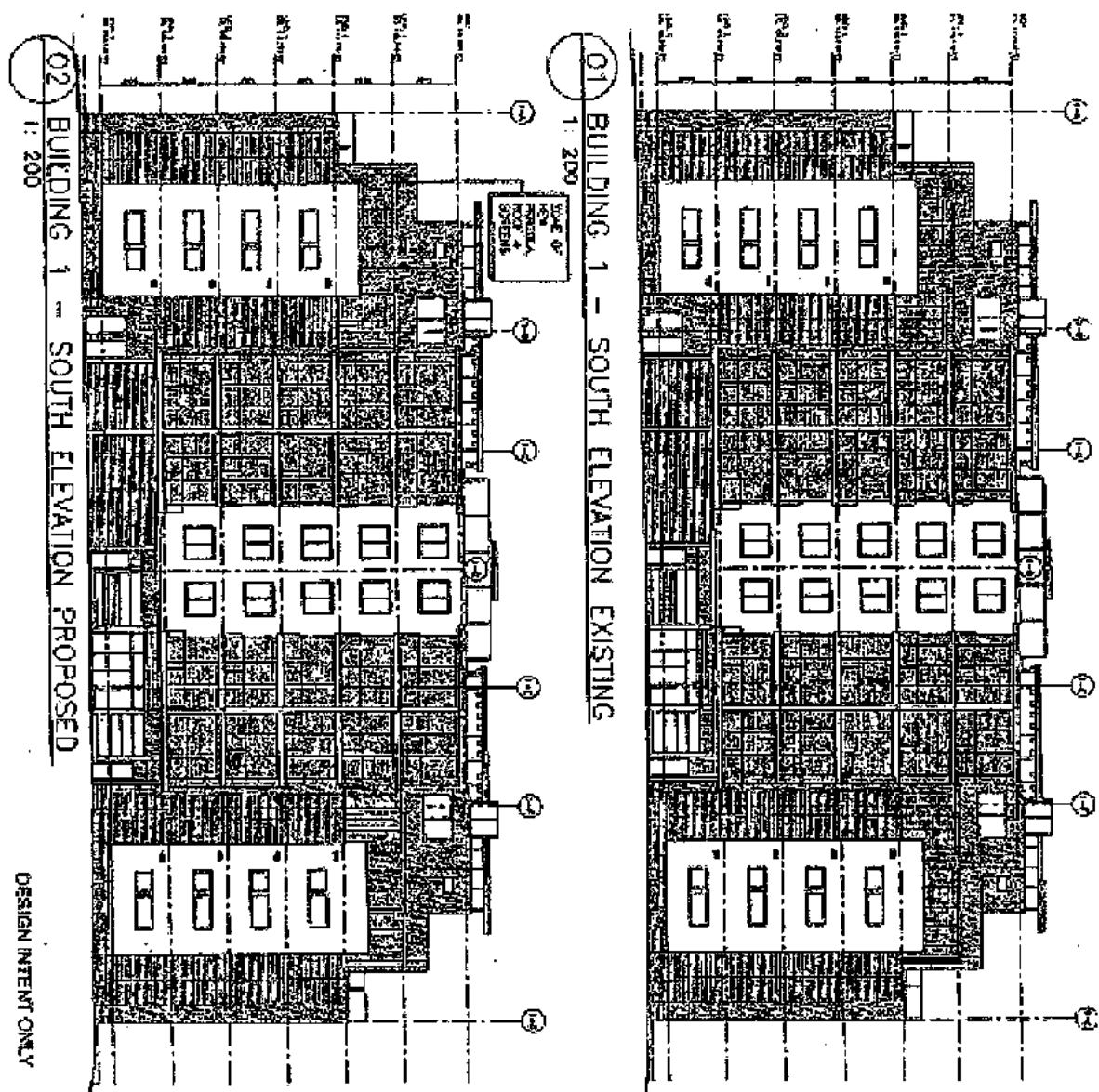
DA SUBMISSION

01 BUILDING 1 - LEVEL 8
 1: 250

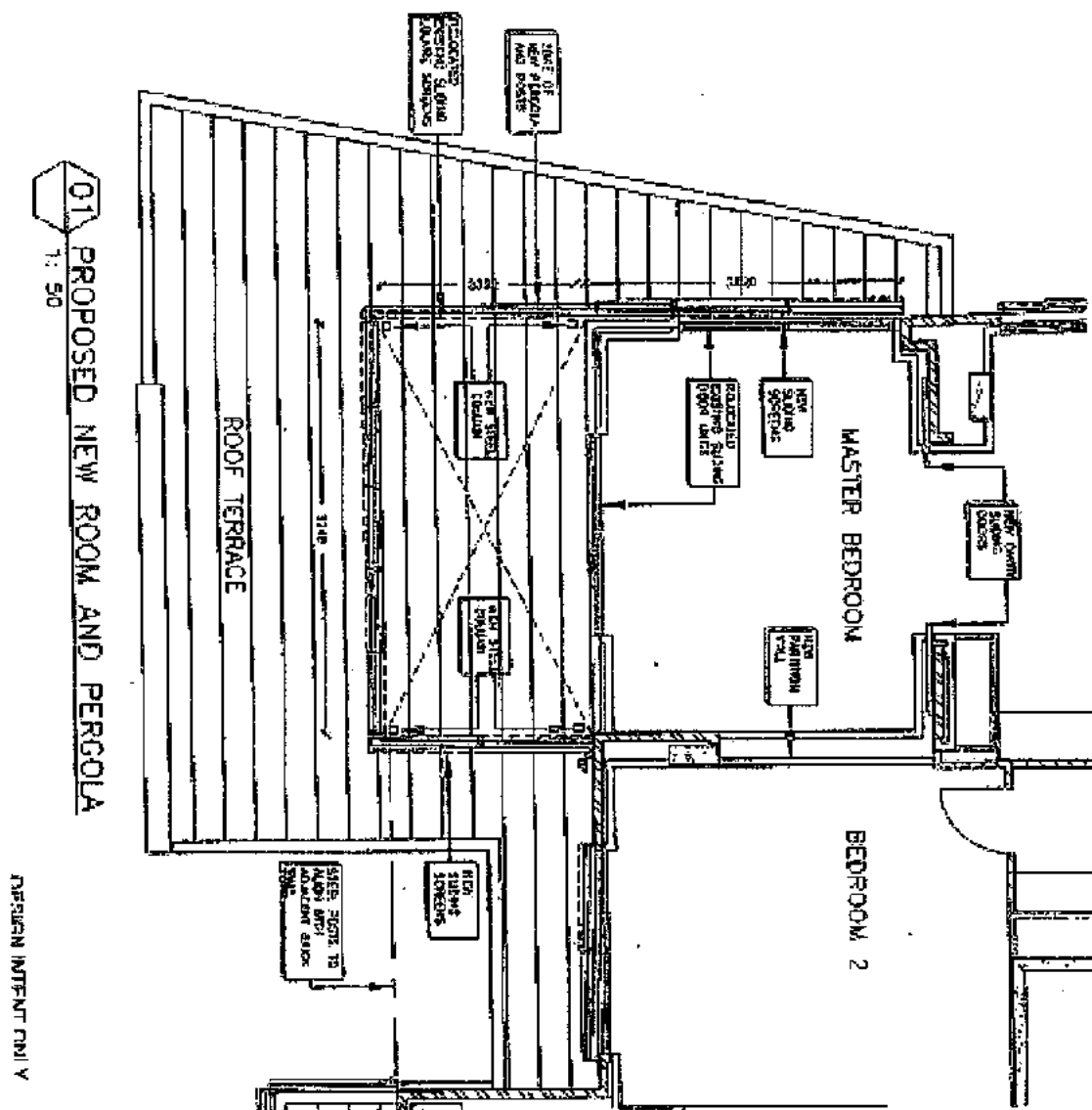


DESIGN INTENT ONLY

<p>01 BUILDING 1 - LEVEL 8</p>			
<p>DA SUBMISSION</p>			
<p>PROJECT</p>			
<p>darling island</p>			
<p>RESIDENTIAL DEVELOPMENT UNIT 151</p>			
<p>LEVEL 8 PLAN</p>			
DATE	20/12/11	SCALE	1:250
PROJECT	0003	REV	A
<p>PTW</p>			
<p>9/13</p>			



<p>NOTE: INFORMATION FOR THE PUBLIC TO VIEW AND COMMENT ON THE PROPOSED DEVELOPMENT IS AVAILABLE ON THE PROJECT WEBSITE. FOR MORE INFORMATION, VISIT THE PROJECT WEBSITE OR CONTACT THE PROJECT MANAGER.</p>			
<p>10/13</p>			
<p>deling island Sydney, Australia</p>			
<p>PTW</p>			
<p>RESIDENTIAL DEVELOPMENT CHANGING FROM A RESIDENTIAL DEVELOPMENT TO A RESIDENTIAL DEVELOPMENT WITH A COMMERCIAL COMPONENT</p>			
<p>SOUTH ELEVATION</p>			
DATE	REVISION	SCALE	UNIT
10/13	0001	1:200	A
<p>DA SUBMISSION</p>			

[illegible]

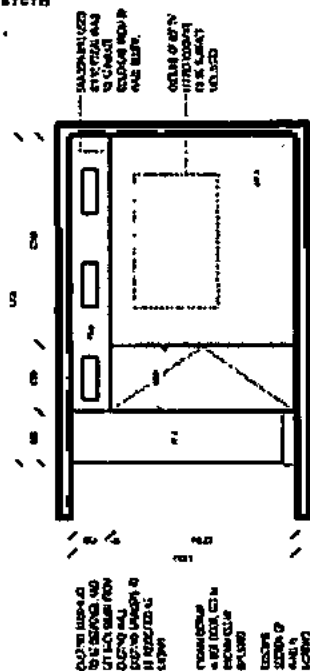
Special By-Law 16

Annexure

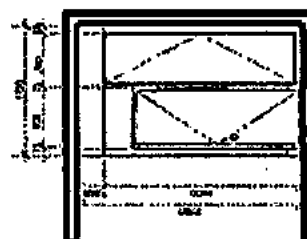
PageID#97361 / DocID: 3221356 / Rev:11 - Dec-2015 / R1:140.OX / R1:116-Dec-2015 09:04 / PageID# (Page) of 19
Re: 12973910 / R:141 11 11

5 of 5

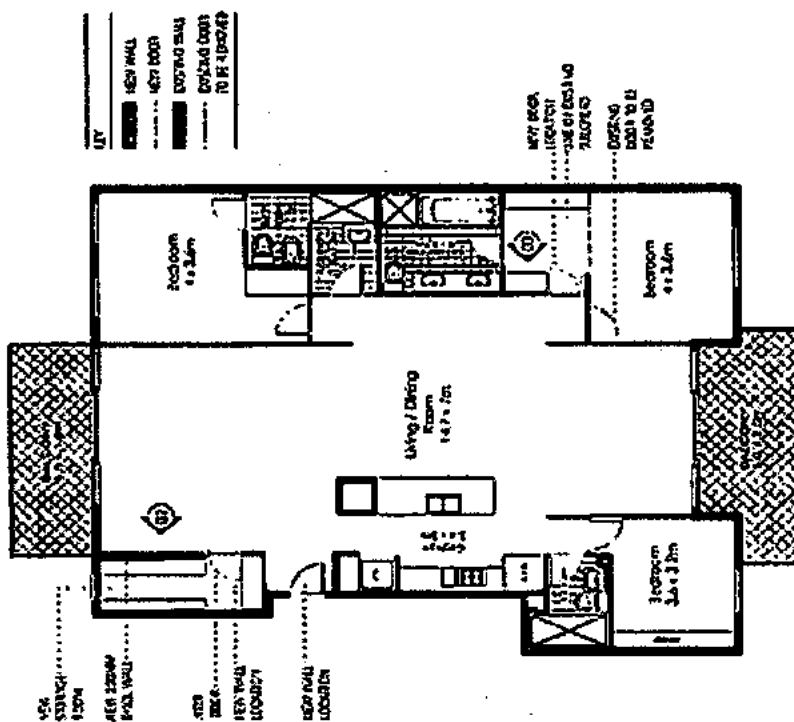
147



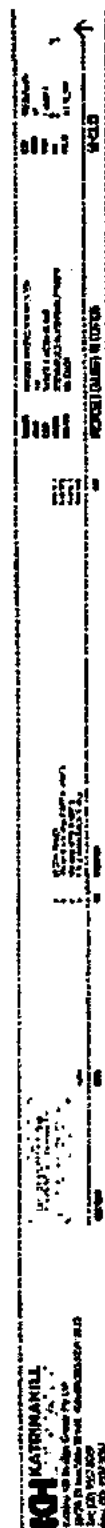
62881
TIMM & MULL
CO



NEW BEDFORD OFFICIALS



PROPOSED CHARTER SCHOOL PLAN



Reg:R911771 /Doc:DL A0274939 /Rev:27-Jul-2020 /BSW LRS /Pgs:ALL /Prt:05-Nov-2020 09:25 /Seq:109 of 133
 Ref:R911771 /Src:INFOTRACK /Ref:200701

NOTATION

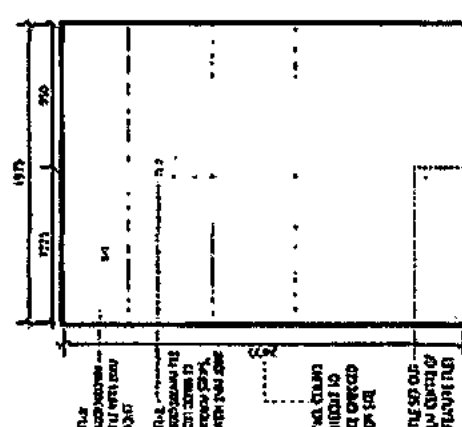
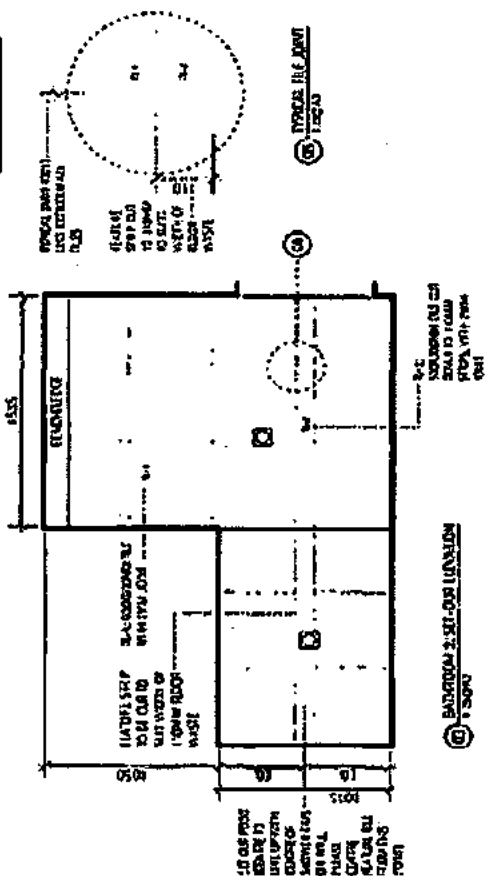
1. ALL DIMENSIONS ARE IN METERS
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED

1. ALL DIMENSIONS ARE IN METERS
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED

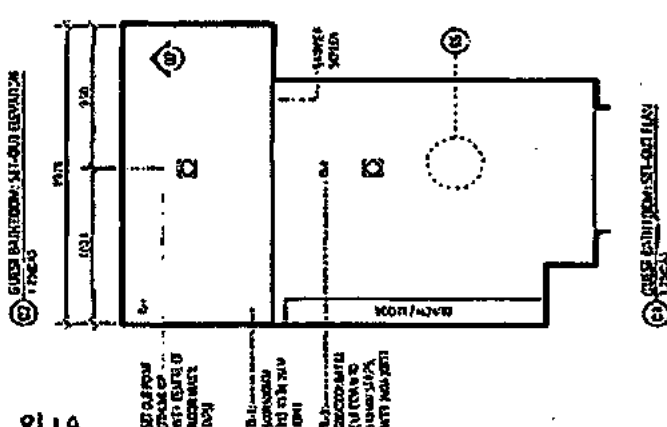
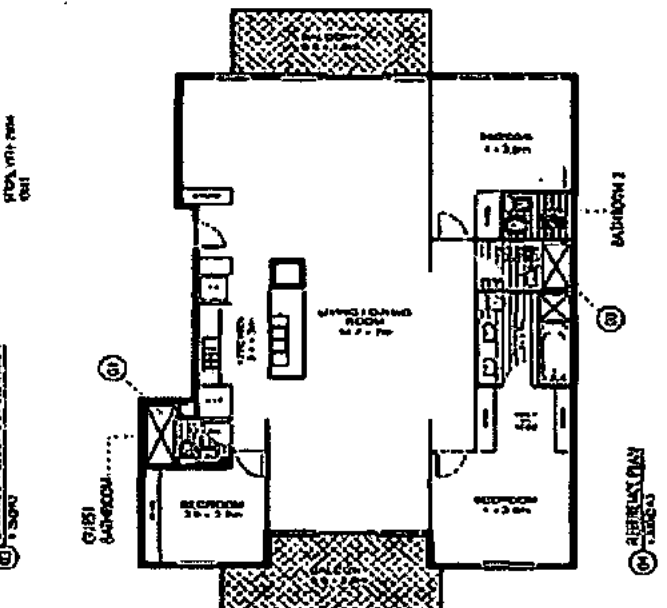
1. ALL DIMENSIONS ARE IN METERS
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED

1. ALL DIMENSIONS ARE IN METERS
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED

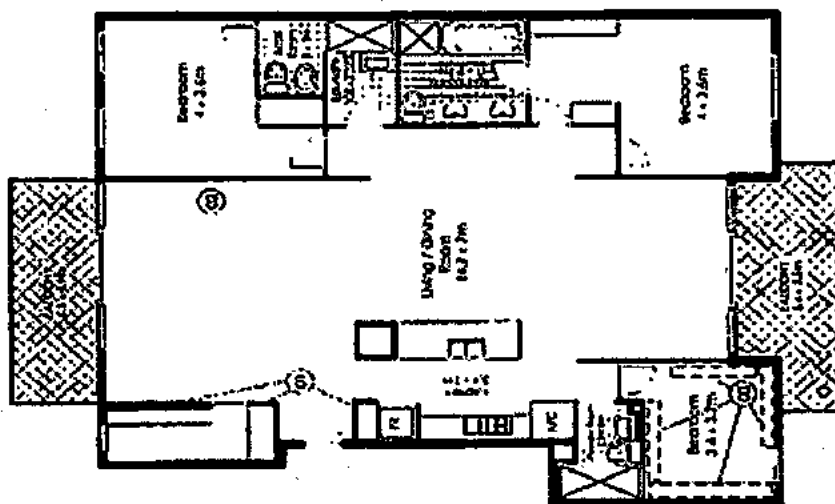
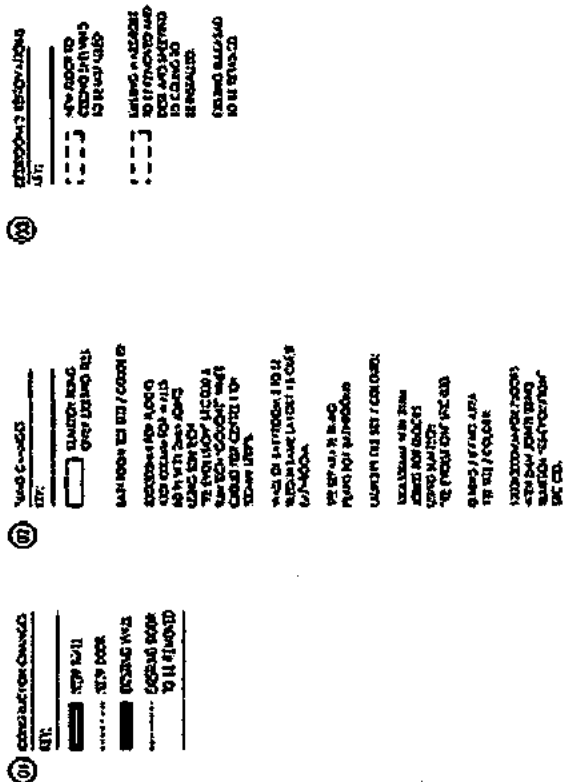
DRAWING 2 OF 3



DRAWING 3 OF 3



PLANS NOT TO SCALE

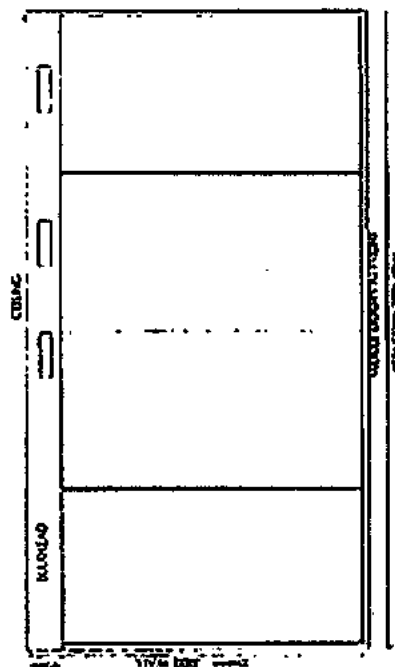


॥॥॥

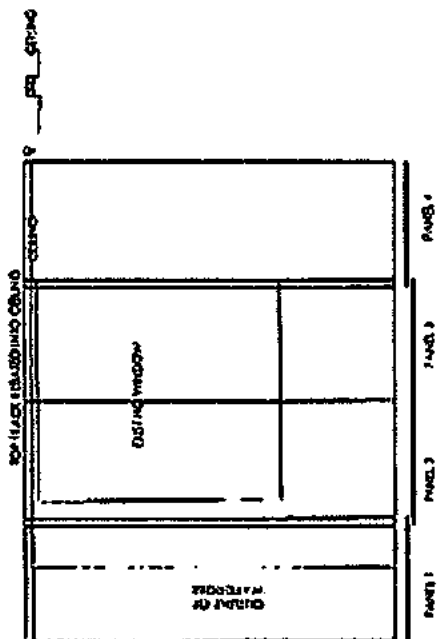
Reg:R297501 /Doc:DL A021256 /Rev:11-Dec-2015 /Bis:BO.OX /Prt:116-Dec-2015 09:08 /Pgs:ALL /Bsq:10 of 19
 Ref:R272930 /Bsq:10

DRAWING # OF 5

③ BEDROOM 1 WARDROBE DOORS

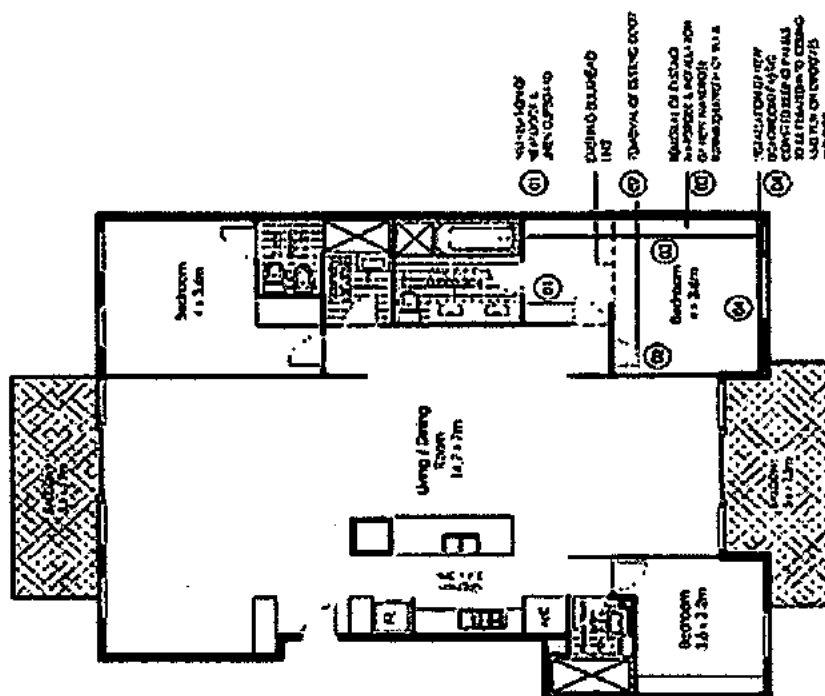


④ BEDROOM 1 FABRIC COVERED SLIDING PANELS



PLANS ARE NOT TO SCALE

OVERVIEW OF CHANGES TO BEDROOM 1

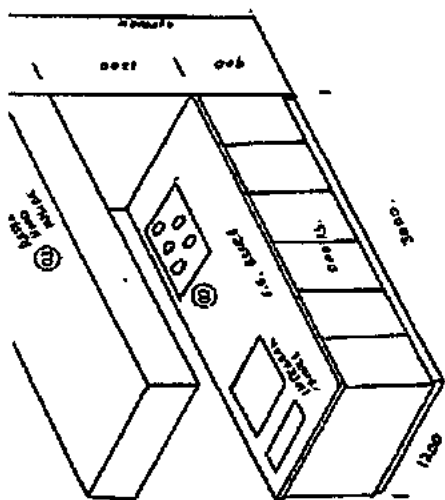


10/19

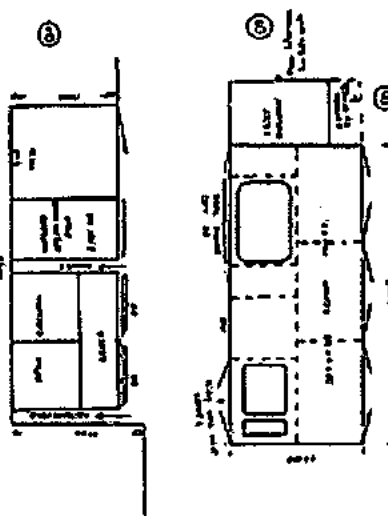
Seq:1997801 /Doc:DL A021216 /Rev:11-Dec-2016 /Site:PO.02 /Prt:16-Dec-2016 09:01 /Page:ALL /Seq:112 of 133
 Ref:1972910 /Drawn

DRAWINGS OF 3

PROPOSED KITCHEN LAYOUT TOGETHER WITH COOKTOP AND SINK

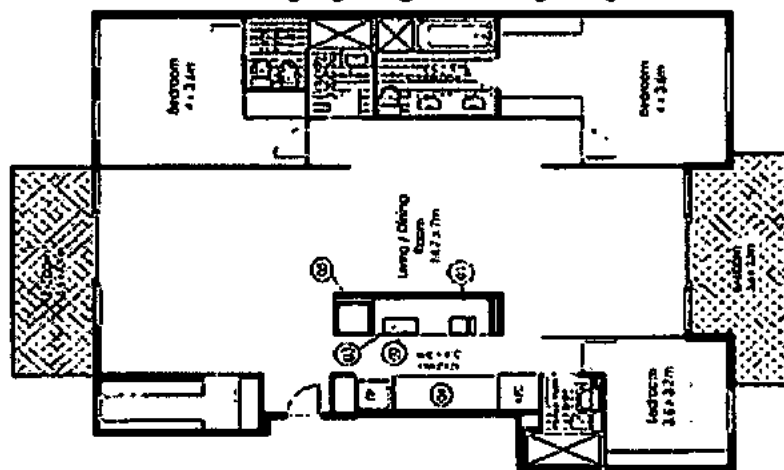


PROPOSED KITCHEN LAYOUT



PLANS ARE NOT TO SCALE

PROPOSED CHANGES TO LAYOUT



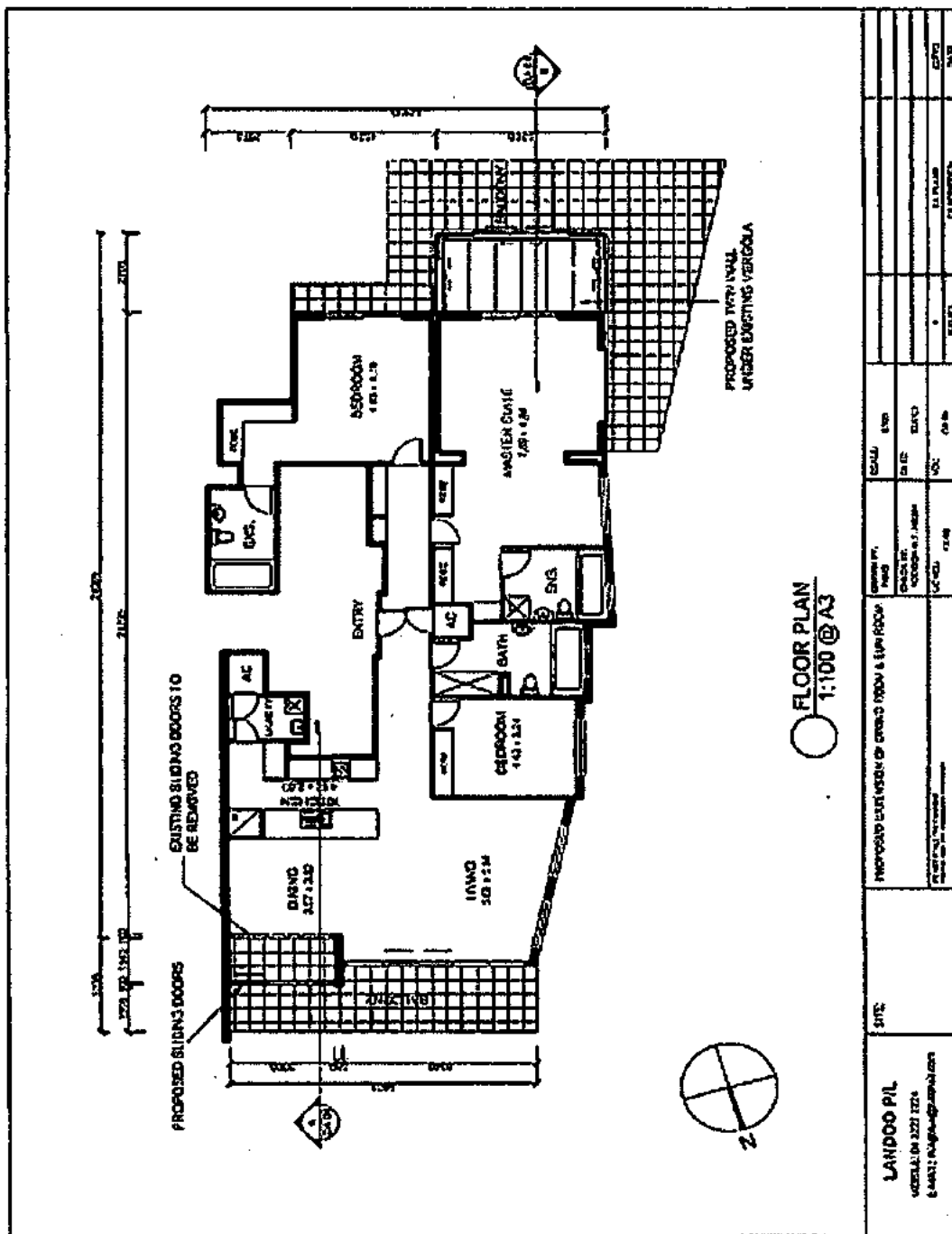
- ① CHANGES TO EXISTING KITCHEN LAYOUT
- ② REMOVAL OF EXISTING KITCHEN UNIT AND REPLACEMENT WITH NEW KITCHEN UNIT (3.6 x 3.7m)
- ③ NEW KITCHEN LAYOUT (3.6 x 3.7m) WITH COOKTOP, SINK, REFRIGERATOR, AND CUPBOARD
- ④ REMOVAL OF EXISTING KITCHEN UNIT AND REPLACEMENT WITH NEW KITCHEN UNIT (3.6 x 3.7m)
- ⑤ REMOVAL OF EXISTING KITCHEN UNIT AND REPLACEMENT WITH NEW KITCHEN UNIT (3.6 x 3.7m)
- ⑥ REMOVAL OF EXISTING KITCHEN UNIT AND REPLACEMENT WITH NEW KITCHEN UNIT (3.6 x 3.7m)
- ⑦ REMOVAL OF EXISTING KITCHEN UNIT AND REPLACEMENT WITH NEW KITCHEN UNIT (3.6 x 3.7m)
- ⑧ REMOVAL OF EXISTING KITCHEN UNIT AND REPLACEMENT WITH NEW KITCHEN UNIT (3.6 x 3.7m)

Special By-Law 17

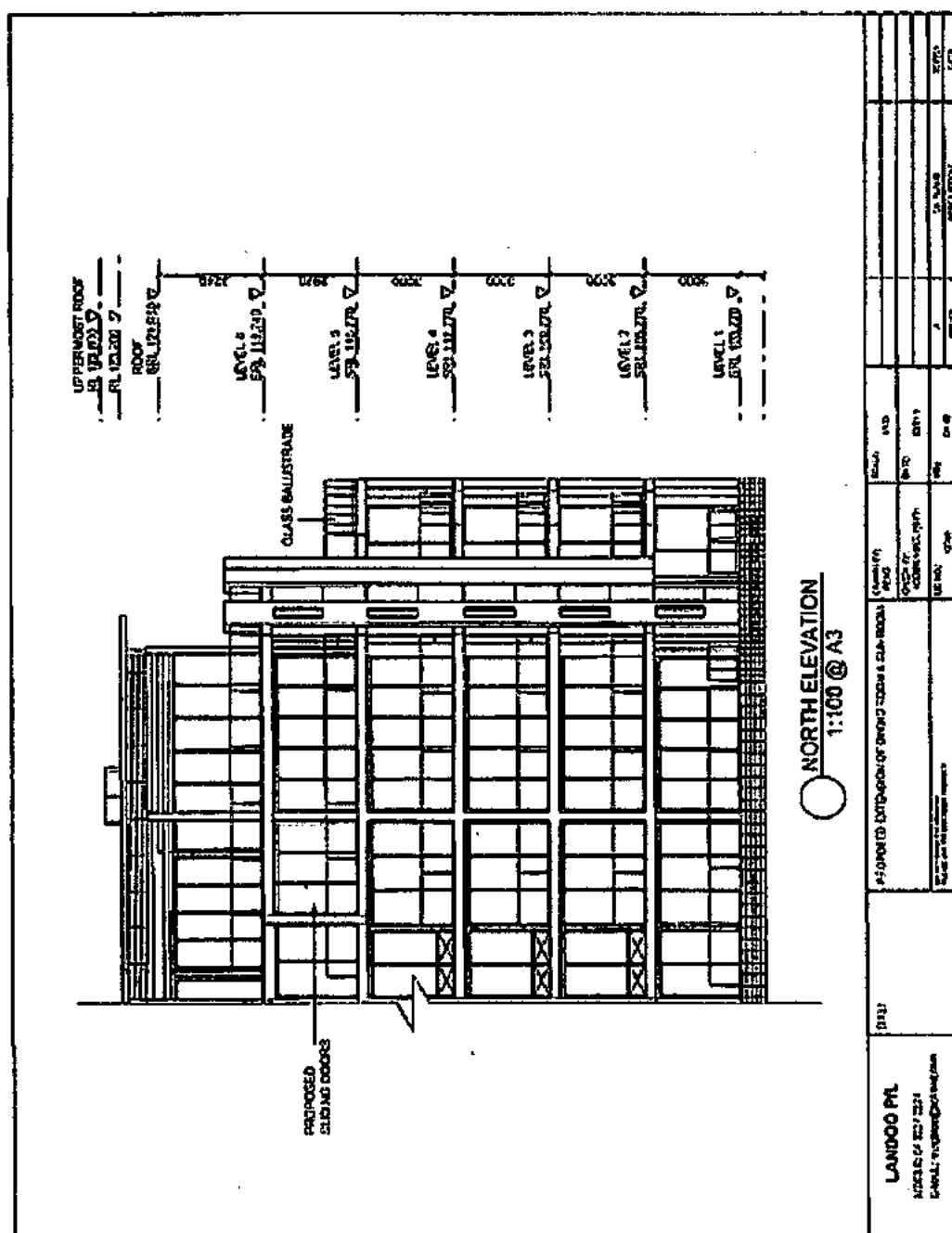
Annexure

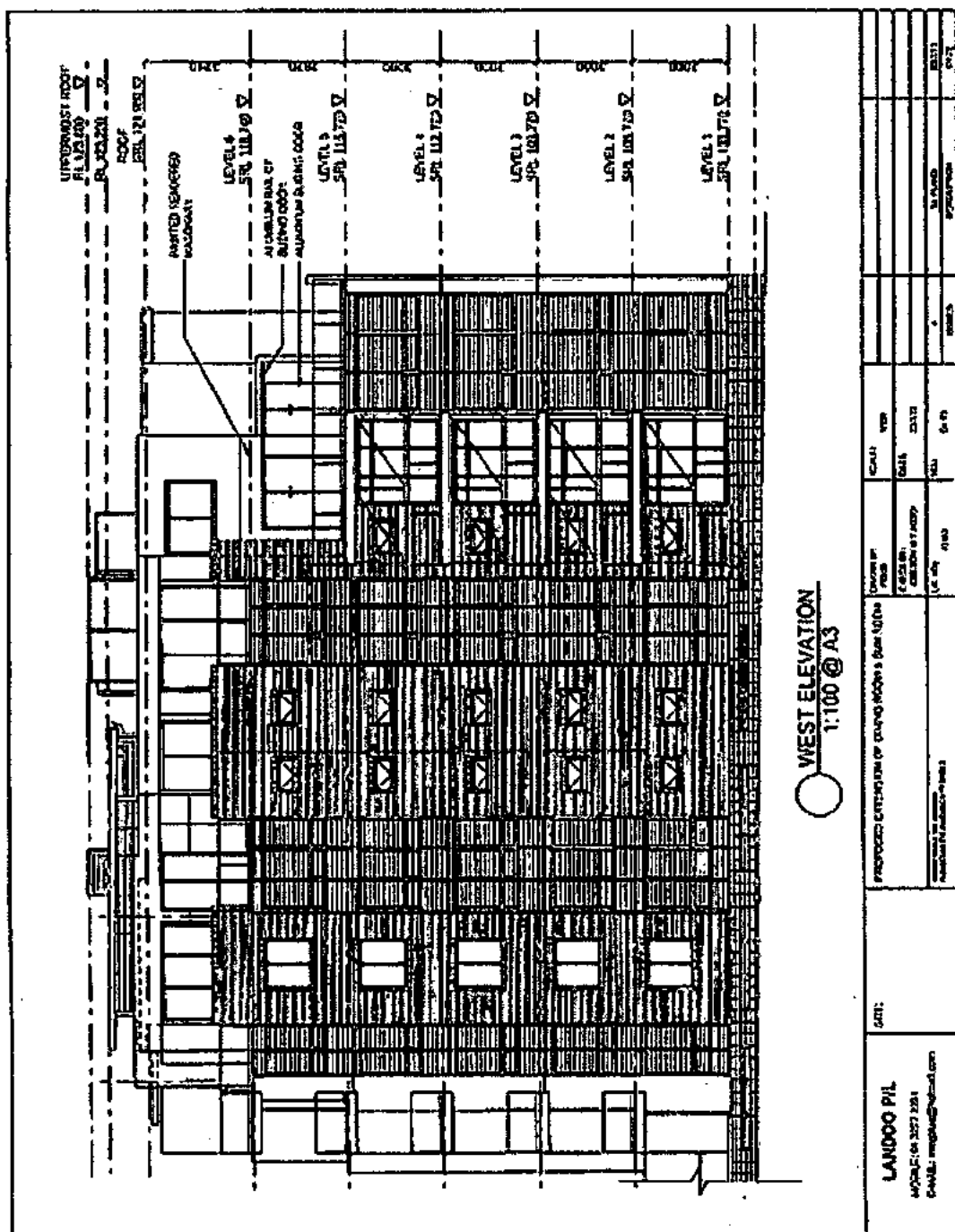
Reg:R911771 /Doc:DL A0274939 /Rev:27-Jul-2020 /NSW LRS /Pgs:ALL /Prt:05-Nov-2020 09:25 /Seq:114 of 133
 B+E:0713910 /Room

" A "



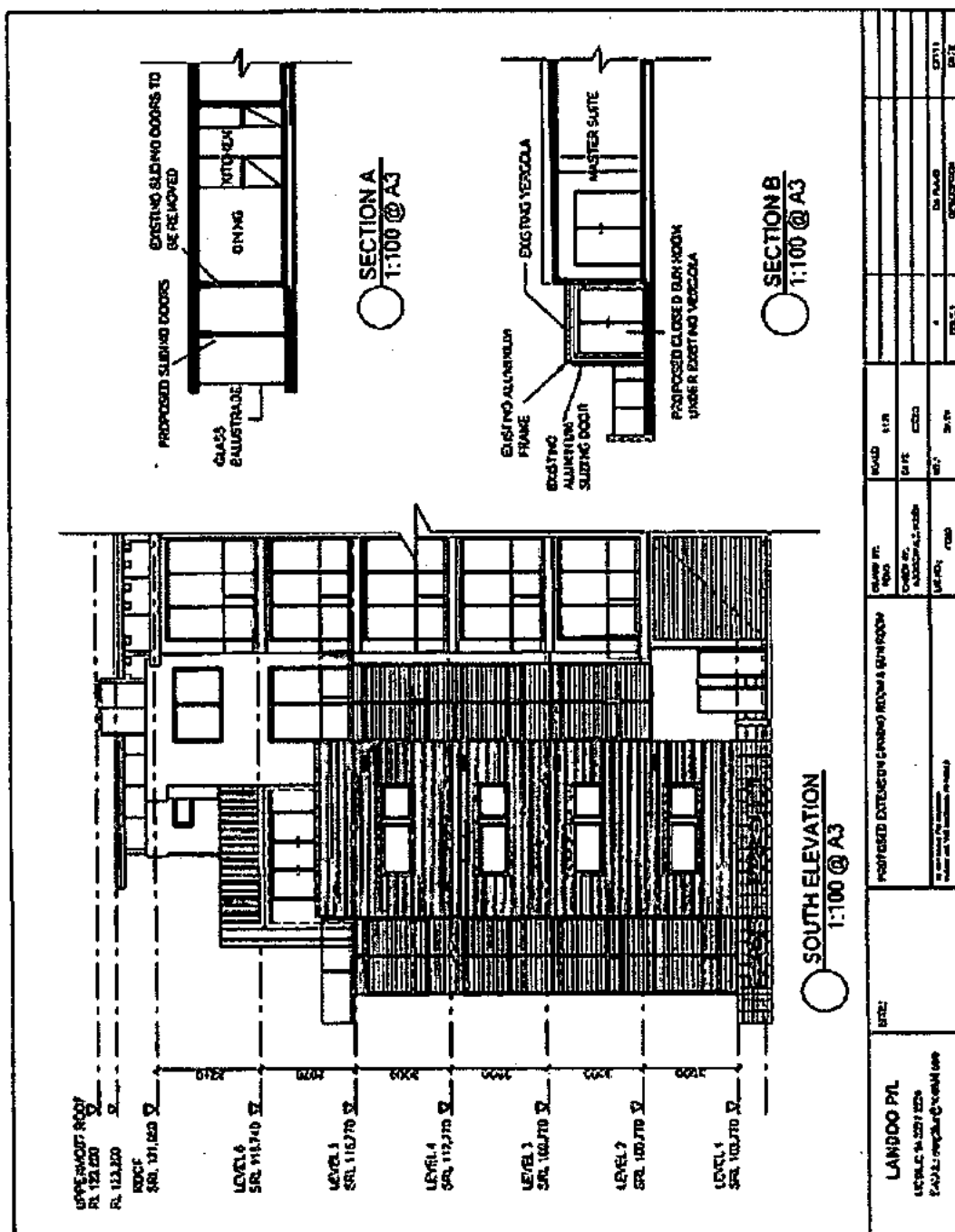
16/19





18/19

Reg:R911771 /Doc:DL A0274939 /Rev:27-Jul-2020 /NSW LRS /Pgs:ALL /Prt:05-Nov-2020 09:25 /Seq:117 of 133
 © Office of the Registrar-General /Src:INFOTRACK /Ref:200701



17/19

[Handwritten signature]

By-Law 28

Annexure

Table 1

Item	Category
Air Conditioning Internal Ductwork	Common Property
Air Conditioning Unit & Wall Controllers	Owners Fixtures
Balcony Balustrades	Common Property
Balcony Decking – Tiles or Timber	Owners Fixtures
Bathroom & Laundry Furniture & Fittings	Owners Fixtures
Bathroom, Laundry & Kitchen Wall Tiles or Stone	Owners Fixtures
Bathroom & Laundry Waterproof Membranes	Common Property
Blinds including helio blinds where fitted	Owners Fixtures
Built-in Wardrobes and Cupboards	Owners Fixtures
Built-in Dishwasher	Owners Fixtures
Rugs	Resident Fixtures
Carpets	Owners Fixtures
Cebsus Lighting Control System	Owners Fixtures
Entry Door, External Doors and Windows	Common Property
Floor Finishes – As-built Tiles, Stone or Fixed Timber	Common Property
Floor Finishes – Floating Floor	Owners Fixtures
Floor Finishes – Replacement Tiles or Stone flooring	Owners Fixtures
Perimeter Walls, i.e. apartment boundary walls	Common Property
Internal Walls and Doors	Owners Fixtures
Internal Paintwork	Owners Fixtures
Kitchen Benches, Cupboards, Fittings & Appliances	Owners Fixtures
Light Fittings, Light Switches & Power Points	Owners Fixtures
Security Intercom	Common Property
Shutters	Common Property
Smoke Alarm	Owners Fixtures
Wiring/Pipe Work & Services Within Perimeter Walls, Ducts or Risers	Common Property
Wiring/Pipe Work & Services Within Internal Unit Walls	Owners Fixtures
Window Curtains and Blinds	Resident Fixtures

Special By-Law 22

Annexure

ANNEXURE "A"
SCOPE OF WORKS

96/SP73910

Lot 96

BATHROOM 1

- Removal of fixtures and fittings including the bathtub, shower, toilet, and vanities;
- Installation of new fixtures and fittings including a bathtub, shower, toilet, and vanities; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

BATHROOM 2

- Removal of fixtures and fittings including the shower, toilet, and vanities;
- Installation of new fixtures and fittings including a shower, toilet, and vanities, and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

BATHROOM 3

- Removal of fixtures and fittings including the shower, toilet, and vanities;
- Installation of new fixtures and fittings including a shower, toilet, and vanities; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

LAUNDRY 1

- Removal of fixtures and fittings including the cabinetry and sink;
- Installation of new fixtures and fittings including cabinetry and sink; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

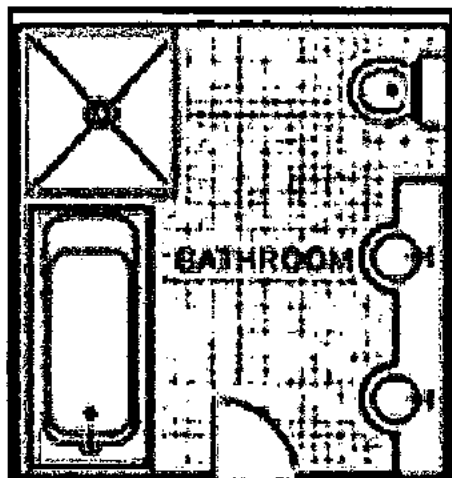
LAUNDRY 2

- Removal of fixtures and fittings including the cabinetry and sink;
- Installation of new fixtures and fittings including cabinetry and sink; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

THROUGHOUT THE LOT

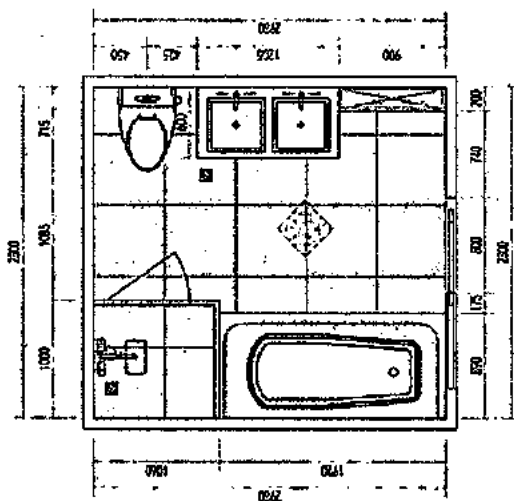
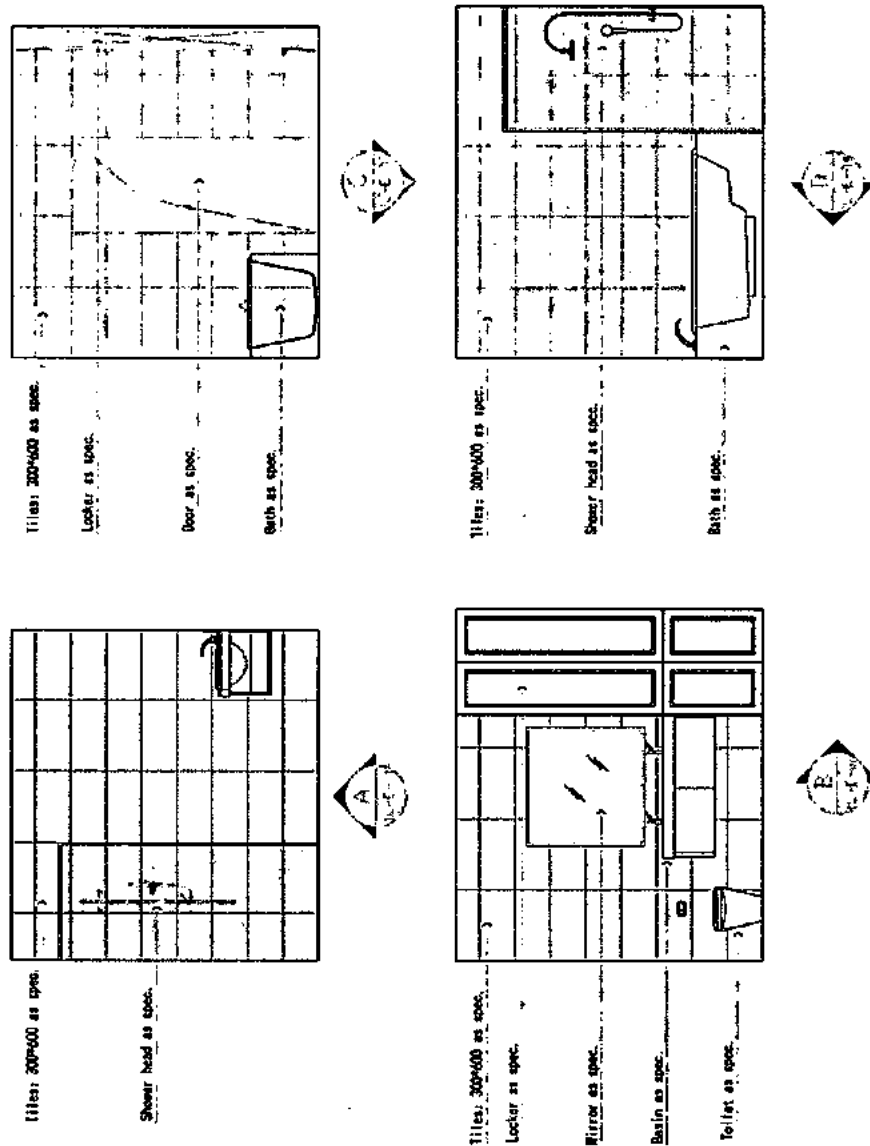
- Reconfiguration of power outlets, light fittings and tapware as required; and
- All associated penetrations, plumbing and electrical connections.

PLANS FOR EXISTING BATHROOM 1 – LOT 96



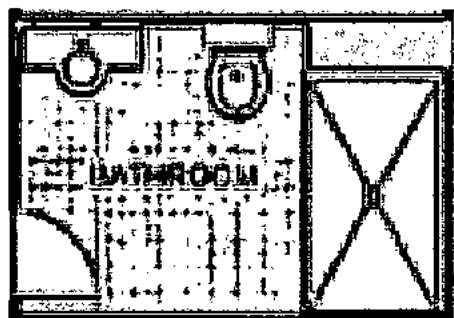
A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.

PLANS FOR NEW BATHROOM 1 – LOT 96



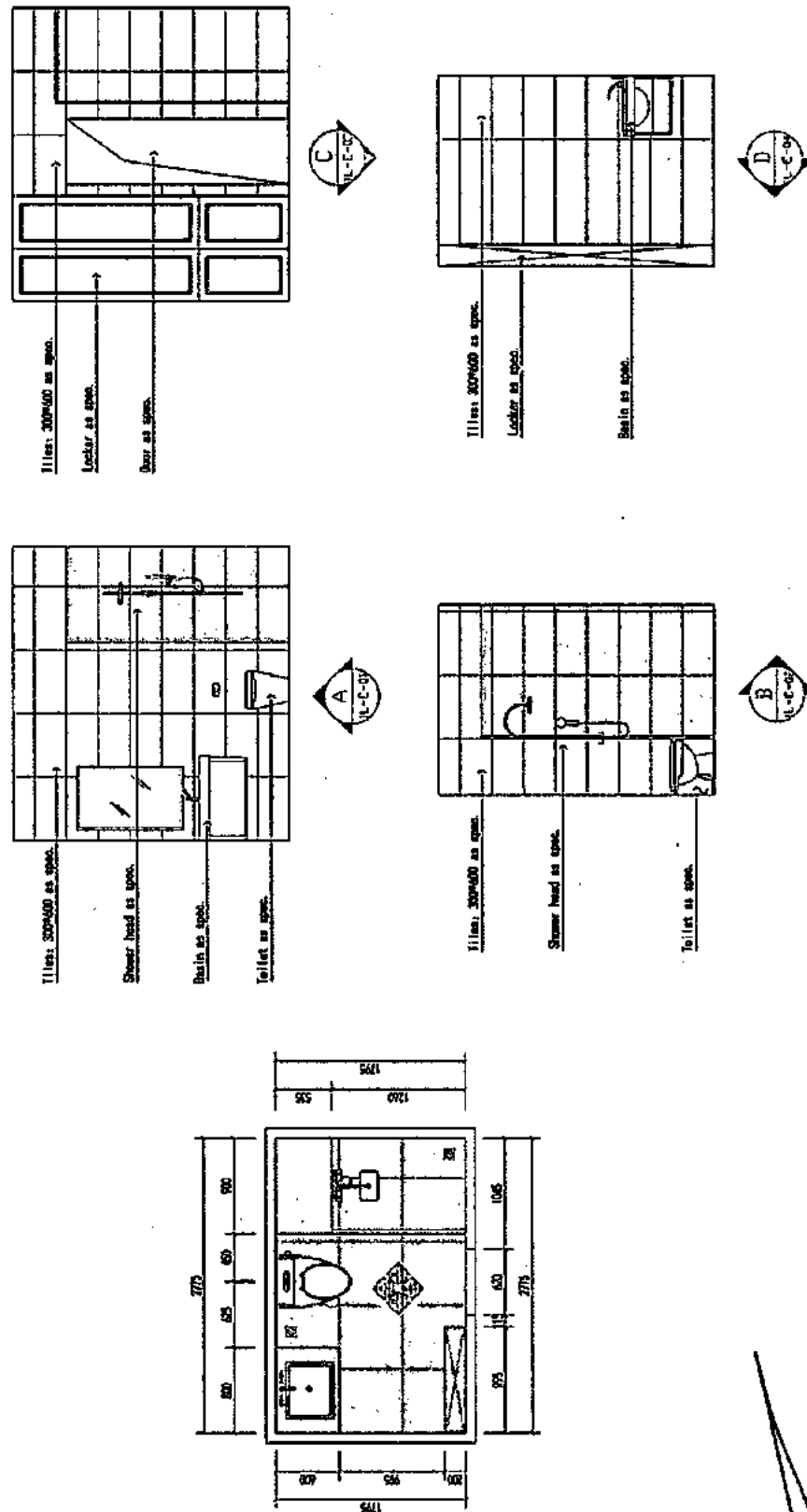
[Handwritten signature]

PLANS FOR EXISTING BATHROOM 2 – LOT 96

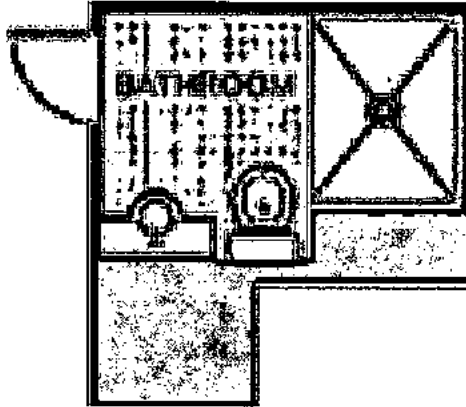


A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a cursive 'n'.

PLANS FOR NEW BATHROOM 2 - LOT 96

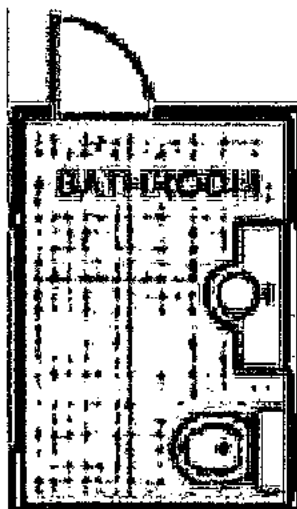


PLANS FOR EXISTING BATHROOM 3 – LOT 96



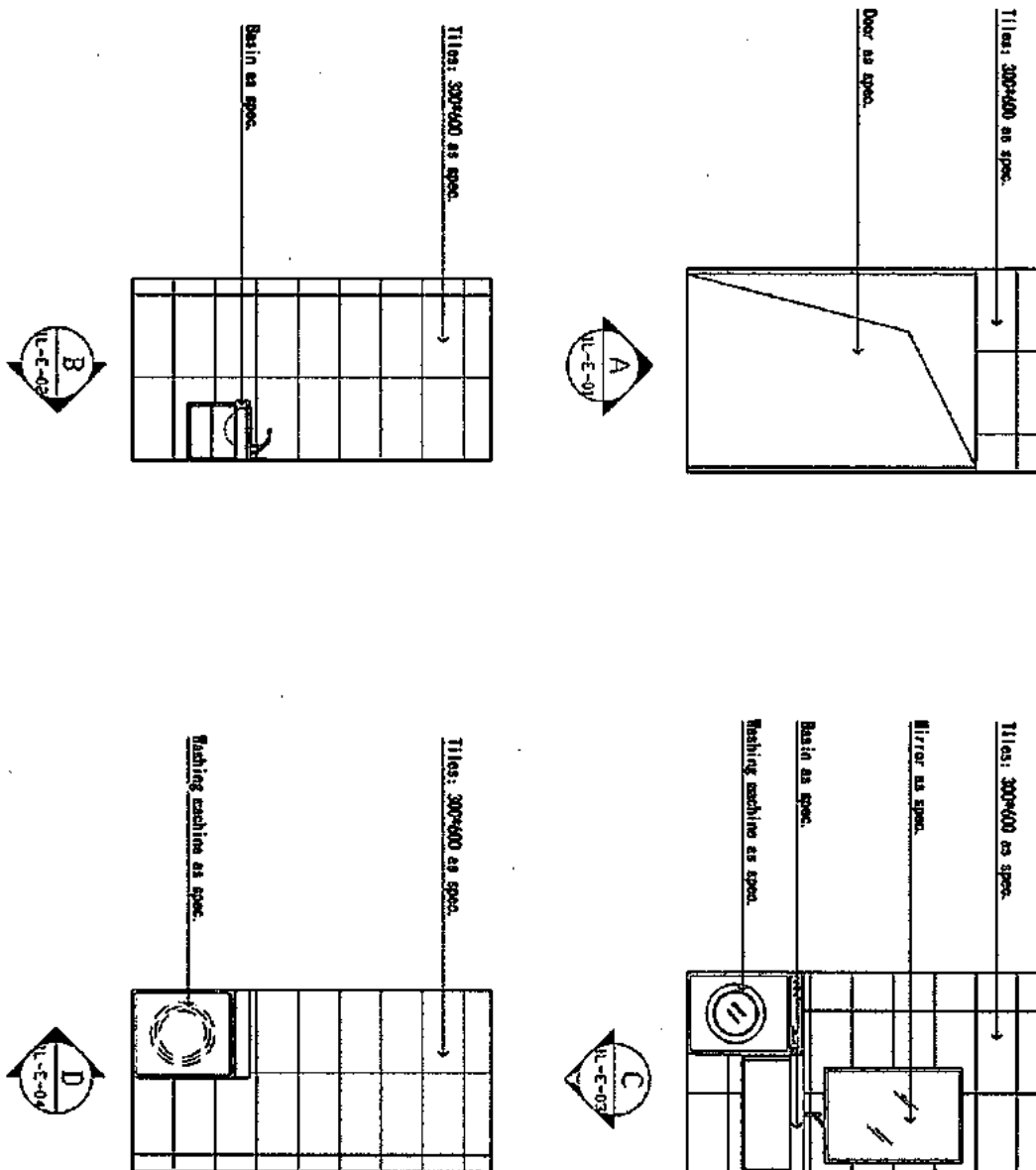
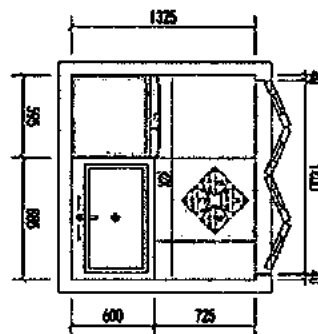
A large, stylized handwritten signature in black ink, located in the bottom right corner of the page.

EXISTING BATHROOM 4 PLANS - LOT 96



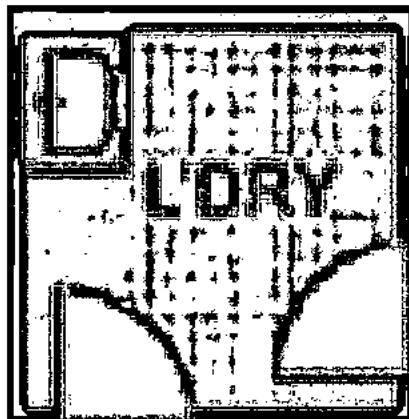
A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name.

BATHROOM 4 CONVERSION TO NEW LAUNDRY 1 PLANS – LOT 96

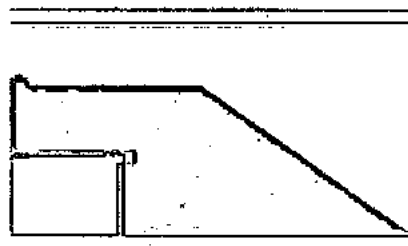
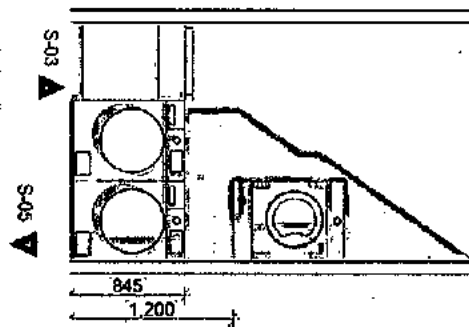
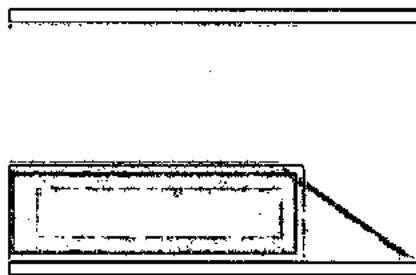
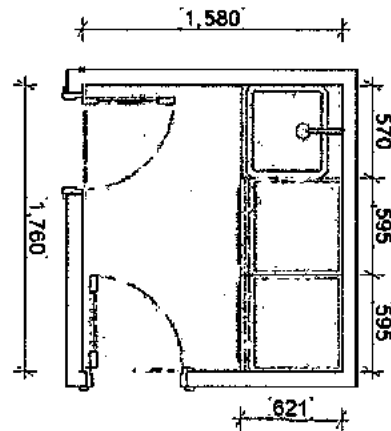


Handwritten signature

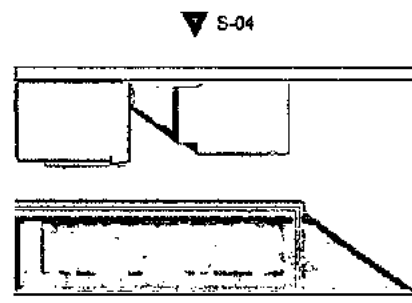
EXISTING LAUNDRY 1 PLANS – LOT 96



LAUNDRY 1 CONVERSION TO NEW LAUNDRY 2 PLANS - LOT 96



▲ S-06



[Handwritten signature]

Special By-Law 23

Annexure

A handwritten signature in black ink, consisting of stylized, cursive letters, located in the bottom right corner of the page.

ANNEXURE "A"

SCOPE OF WORKS

102/SP73910

Lot 102

BATHROOM 1

- Removal of fixtures and fittings including the shower, toilet, and vanities;
- Installation of new fixtures and fittings including a shower, toilet, and vanities; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

BATHROOM 2

- Removal of fixtures and fittings including the shower, toilet, and vanities;
- Installation of new fixtures and fittings including a shower, toilet, and vanities, and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

BATHROOM 3 - ENSUITE

- Removal of fixtures and fittings including the bathtub, shower, toilet, and vanities;
- Installation of new fixtures and fittings including a bathtub, shower, toilet, and vanities; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

LAUNDRY

- Removal of fixtures and fittings including the cabinetry and sink;
- Installation of new fixtures and fittings including cabinetry and sink; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

THROUGHOUT THE LOT

- Reconfiguration of power outlets, light fittings and tapware as required; and
- All associated penetrations, plumbing and electrical connections.

The seal of The Owners - Strata Plan No. 73910 was affixed on 15/07/20 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): [Signature]

Name(s) [use block letters]: SCOTT MARTIN

Authority: Strata Managing Agent



Form: 07L
Licence: 03-10-195
Licensee: Gadens Lawyers

LEASE
New South Wales
Real Property Act 1901



AB75632L

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

NEW SOUTH WALES DUTY

STAMP DUTY

Office of State Revenue use only

02-11-2004 0002272908-001
SECTION 171(1)
DUTY \$ *****2.00

**(A) TORRENS
TITLE**

Property leased: if appropriate, specify the part or premises
CP/SP #

S P 73910

(B) LODGED BY

Delivery 46X	Name, Address or DX and Telephone THOMSON ©03 LAWPOINT GALLOWAYS Phone: (02) 9233 1011 Fax: (02) 9232 6491 Reference (optional): ©04 2/100257 5XH	CODE L
------------------------	---	------------------

(C) LESSOR

Sydney Harbour Foreshore Authority of 66 Harrington Street, The Rocks, NSW, 2000

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. ©06 2. ©07 3. ©08

(E) LESSEE

The Owners – Strata Plan No. #

S P 73910

(F)

TENANCY:

- (G)**
- TERM** 99 years
 - COMMENCING DATE** The date of registration of Strata Plan No. # **S P 73910**
 - TERMINATING DATE** 99 years after the Commencement Date
 - ~~With an OPTION TO RENEW for a~~ ©14 - set out in ©15
 - ~~With an OPTION TO PURCHASE~~ set out in ©16
 - ~~Together with and reserving the RIGHTS~~ set out in ©17
 - Incorporates the provisions or additional material set out in Annexure "A" hereto
 - ~~Incorporates the provisions set out in MEMORANDUM filed / LEASE registered in the Department of Lands, Property Information Division~~ ©19
 - The **RENT** is set out in clause 2.1

All handwriting must be in block capitals.

DATE / /
 dd mm yy

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:

Name of witness: ©23

Address of witness: ©24

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of lessor:

Note: where applicable, the lessor must complete the statutory

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:

Name of witness: ©25

Address of witness: ©26

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee:

(I) STATUTORY DECLARATION *

I, ©27

~~solemnly and sincerely declare that—~~

1. ~~The time for the exercise of option ©28 —~~

~~in expired lease No. ©29 has~~

2. ~~The lessee under that lease has not exercised the option.~~

~~I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.~~

~~Made and subscribed at ©30~~

~~in the State of New South Wales~~

~~on ©31~~

~~in the presence of—~~

~~Signature of witness:~~

~~Signature of lessor:~~

~~Name of witness: ©32~~

~~Address of witness: ©33~~

~~Qualification of witness: *[tick one]*~~

☐ ~~Justice of the Peace~~

☐ ~~Practising Solicitor~~

☐ ~~Other *[specify]* ©34~~

Warning

This document is copyright. Copying it or part of it is illegal and may expose you to criminal and civil proceedings unless the copy you make is for bona fide dealings or activities concerning the land to which the document relates. © Mallesons Stephen Jaques 2000

Contents

Common Property Lease

1	Interpretation	7
	Definitions	7
	Exclusion of statutory provisions	12
	Landlord's position as an Authority	12
	Provisions to be construed as covenants	12
	Severability of provisions	12
	Nature of Tenancy	13
2	Rent, Rates, Taxes and Common Property Payments	13
	Rent	13
	Rates, Taxes and Common Property Payments	13
	Tenant to pay charges levied on Common Property	13
3	Use of the Common Property and the Building	14
	Landlord not liable	14
	Use	14
	No warranty as to use	14
	No Noxious Use	14
	Defective Facilities	14
	Cleaning	14
	SREP26	14
	Securing of the Common Property	15
	Supply failure	15
	Disturbance to residents	15
	Condition and use of Common Property	15
	Observance of restrictions on Certificate of Title	16
	Notice to Landlord of damage or accidents	16
	Use of the Building	16
	Compliance with lease and By-Laws	16
4	Maintenance, Repair, Management and Alterations	16
	Maintenance and Repair	16
	Alterations and Additions	17
	Inspection by Landlord	17
	Cleaning	17
	Debris	17
	White ants	17
	Management	17
5	Quiet enjoyment	18
	Tenant's quiet enjoyment	18
	Surrounding Noise	18
	No objection	18
6	Insurance	18
	Building and other insurance	18
	Policies	19
	Full particulars	19
	Insurance not to be avoided	19
	Insurance generally	19
	Failure to produce proof of Insurance	20
	Notices from or to the insurer	20
	Notices of potential claims	20
	Tenant's obligations before commencing works	20

	Cross liability	21
	Continuation of liability	21
	Liabilities and obligations not limited	21
	Additional obligations	21
	Application of insurance proceeds	21
7	Inspection and Rectification	22
	Inspection	22
	Landlord may rectify	22
	Landlord not liable	22
8	Release and Indemnity	22
	Tenant as owner	22
	Release of Landlord from Liability	22
	Tenant's indemnity not affected	23
	Negligence or default of Landlord	23
	Continuation of Liability	23
9	Compliance with Laws and Requirements	23
	Compliance Generally	23
	Notices of Requirements	23
	Specific laws	23
	Acceptance of risk	23
10	Transfer	24
	Landlord may transfer	24
	Change of Landlord	24
	Right to deal with the Land	24
	Agents	24
11	By-laws and Lot Leases	25
	By-Laws and lot leases	25
	Changing By-Laws	25
	Easements	25
12	Tenant's Additional Obligations	25
	No Removal of materials	25
	Landlord to be reasonable	26
	Provisions applying to lots apply to Common Property	26
	Caveat	26
	Finding of minerals, fossils and relics	26
13	Yielding Up	27
	Vacate	27
	Removal of Tenant's Fixtures	27
	Tenant's Fixtures not removed	27
14	Damage or Destruction	28
	Total destruction	28
15	Goods and Services Tax	28
	Definitions	28
	Supply	28
	Payment	29
	Adjustment	29
16	Costs, Charges and Expenses	29

	Tenant's obligations	29
17	General	29
	Exercise of rights	29
	Tenant not agent or Landlord	29
	Waiver	30
	Governing Law	30
	Jurisdiction	30
	Service of process	30
	No Merger	30
	Consents	31
	Remedies cumulative	31
	Set-off	31
	Indemnities	31
	Further assurances	31
	Antecedent breaches	31
	Antecedent obligations	31
	Parties bound in contract	32
	Entire agreement	32
	Confidentiality	32
	Easements	32
	Compensation under the Development Act	32
	Resumption	32
	Supervening legislation	33
	Development Act and Management Act	33
	Minister's approval	33
	Further construction	33
	Notices	33
	When served and received	33
	Address details	33
	Counterparts	34
	Interest on money due	34
	No derogation from grant	34
	Landlord's right to attend general meetings	34
	Dispute	34

“A”

This is Annexure “A” to the lease dated – between Sydney Harbour Foreshore Authority as Lessor and The Owners – Strata Plan No. # as Lessee.

1 Interpretation

Definitions

- 1.1 The following words have these meanings in this lease, unless a contrary intention appears:

Approvals means any approvals, consents, certificates, Modifications, certificates under Part 4A of the EP&A Act, Construction Certificates, Occupation Certificates, or Complying Development Certificates, permits, endorsements, licences (including licences under the Liquor Act 1982), conditions or requirements (and any variations to them) which may be required by Law or by adjoining owners in connection with the use or occupation of the Parcel or any works carried out on the Parcel.

Authorised Officer means:

- (a) in the case of the Landlord, a director, secretary or an officer whose title contains the word “manager” or a person performing the functions of any of them or any other person appointed by the Landlord to act as an Authorised Officer for the purpose of this lease; and
- (b) in the case of the Tenant, a director or a secretary or a person performing the functions of either of them or a person appointed by the Tenant to act as an Authorised Officer for the purpose of this lease.

Authority means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body or any accredited certifier.

BBSW Rate means the average mid rate for bills which have a tenor of 90 days which average rate is displayed on the page of the Reuters Monitor System designated “BBSW” on the day on which interest is payable under this lease or, if there is a manifest error in the calculation of that average rate or that average rate is not displayed by 10.30am (Sydney time) on that date, the rate specified in good faith by the Landlord’s bankers at or around that time on that date having regard, to the extent possible, to the rates otherwise bid and offered for bills of that tenor at or around that time (including, without limitation, the sets of bid and offer rates for Bills of that tenor displayed on that page “BBSW” at that time on that date) and if such rate does not exist then the prescribed rate of interest set by the Supreme Court Act, 1970 and any applicable rules with respect to interest on debts due under a judgment or order.

Building means the building or structures (or part) erected in the Parcel or which contains the Parcel.

By-Laws means the by-laws of the Owners Corporation.

M.

Commencement Date is defined on the coversheet of this lease.

Common Property means the common property in the Strata Scheme and referred to on the cover sheet of this lease as the "Premises".

Common Property Payments means all costs, levies, contributions and fees of whatever description lawfully imposed by any Authority in connection with the Common Property or the redevelopment of it (except where otherwise restricted) including levies:

- (a) imposed under section 94 of the EP&A Act imposed in respect of any redevelopment;
- (b) imposed under the Management Act; or
- (c) relating to the supply (including charges for installation and connection) of Services to the Common Property.

Complying Development Certificate means a complying development certificate referred to in section 85 of the EP&A Act.

Construction Certificate means a certificate issued under section 109C (1)(b) of the EP&A Act.

Development Act means the Strata Schemes (Leasehold Development) Act 1986.

Development Consent means any development consent issued by the Minister (or any other relevant consent authority) in connection with or affecting the Land and any amendment or Modification of it (including DA 184-07-01).

Easement means any easement, restriction, positive covenant or affectation which benefits the Parcel.

Encumbrance means any:

- (a) bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power as or in effect as security for the payment of a monetary obligation or the observance of any other obligation; or
- (b) notice under section 218 or section 255 of the Income Tax Assessment Act 1936 (Cwlth), or under section 74 of the Sales Tax Assessment Act 1992 (Cwlth); or
- (c) profit a prendre, easement, public right of way or restrictive or positive covenant; or
- (d) equity, interest, garnishee order or writ of execution; or
- (e) lease, licence to use or occupy, possession adverse to the Landlord, permit or authority; or
- (f) right of set-off, assignment of income or monetary claim,

or any agreement to create any of them or allow them to exist.

Environment includes all aspects of the surroundings of human beings.

Environmental Law means any Law concerning the Environment and includes Laws concerning:

- (b) the carrying out of uses, works or development or the subdivision of land; and
- (c) emissions of substances into the atmosphere, waters and land; and
- (d) pollution and contamination of the atmosphere, waters and land; and
- (e) production, use, handling, storage, transportation and disposal of:
 - (i) waste; and
 - (ii) hazardous substances; and
 - (iii) dangerous goods; and
- (f) threatened, endangered and other flora and fauna species; and
- (g) the health and safety of people,

whether made or in force before or after the date of this lease.

EP&A Act means the Environmental Planning and Assessment Act 1979.

Expiry Date is defined on the coversheet of this lease.

Improvements means all structures and buildings from time to time on the Parcel.

Insurances means an insurance policy to be effected and maintained under clause 6 ("Insurance").

Land means the land formerly comprised in Lot 18 in DP 1072418.

Landlord means Sydney Harbour Foreshore Authority, its successors and assigns and where appropriate in the context its agents, employees, invitees and licensees.

Law means:

- (a) the common law; and
- (b) the requirements of all statutes, rules, regulations, proclamations, ordinances, by-laws or consents issued by Authorities

present or future.

Lot means a lot in the Strata Scheme and “**Lots**” means all of those lots.

Management Act means the Strata Schemes Management Act 1996.

Minister means the Minister for Infrastructure, Planning & Natural Resources.

Modification means a modification of a Development Consent pursuant to section 96 of the EP&A Act.

Occupation Certificate means a certificate referred to in section 109C(1)(c) of the EP&A Act.

Occupier means any person in lawful occupation of a Lot.

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

Parcel means the Common Property and the Lots.

Proprietor means the lessee (as defined in the Development Act) of a Lot.

Rates means all rates, taxes, assessments, charges, duties and fees imposed by any Authority together with any interest, fines and penalties in connection with any of them.

Requirements means any requirements, notices, orders or directions given to the Tenant or the Landlord by any Authority.

Services means the services running through or servicing the Common Property including air, air conditioning, power, electricity, gas, water, sewerage, telecommunications, fire prevention equipment, fire sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

Strata Plan means the leasehold strata plan registered in respect of the Land.

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

Taxes means taxes, levies, imposts, deductions, charges, withholdings and duties imposed by any Authority (including stamp and transaction duties), (together with any related interest, penalties, fines and expenses in connection with them).

Tenant is defined on the cover sheet of this lease and where appropriate in the context means its agents, employees, officers, sub-tenants, invitees, licensees, concessionaires and those persons who at any time are under the control of, and in or on the Common Property, with the consent, express or implied, of the Tenant.

Tenant's Covenants means the obligations of the Tenant contained or implied in this lease.

Tenant's Fixtures means those parts of the Tenant's Property which are capable of removal without substantial damage to the Common Property excluding, without limitation, any plant relating to air-conditioning, elevators, escalators, fire sprinklers, alarm systems and other items of a similar nature.

Tenant's Property means all plant and equipment, fixtures, fittings, furniture, furnishings, decorations (including partitions, curtains, blinds, floor coverings, signs which are painted or erected on or fixed to the outside of the Common Property, light fittings and other fittings connected to Services) and other property not owned by the Landlord which the Tenant or any person from whom the Tenant has taken an assignment of this lease brings on to the Common Property or fixes to the Common Property.

Term means the period of 99 years:

- (a) from and including the Commencement Date;
- (b) to and including the Expiry Date.

Totally Destroyed means destroyed or damaged so extensively that in the reasonable opinion of the Landlord it would be impractical or not commercially viable to make good such damage.

Transaction Documents means this lease, any document giving rise to this lease, any guarantee or guarantee and indemnity given in connection with this lease, any licence granted in connection with this lease, any consent given by the Landlord under this lease, any assignment or transfer of this lease, any instrument which the Tenant acknowledges to be a Transaction Document and any other instrument connected with any of them.

1.2 In this lease, unless the contrary intention appears:

- (a) a reference to this document or another instrument includes any variation or replacement of them;
- (b) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority ;
- (e) a reference to a person includes the person's executors administrators successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

- (h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) a reference to a schedule is a reference to a schedule to this lease; and
- (k) “include” (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

1.3 Headings are inserted for convenience and do not affect the interpretation of this document.

Exclusion of statutory provisions

- 1.4 The covenants, powers and provisions implied in leases by virtue of Sections 84, 84A, 85, 86, 133A and 133B of the Conveyancing Act 1919 (NSW) do not apply to this lease.
- 1.5 To the extent permitted by Law the application to this lease of any moratorium or other Act whether State or Federal having the effect of extending the term, reducing or postponing the payment of rent, or otherwise affecting the operation of the terms of this lease is expressly excluded and negated.
- 1.6 In this lease words used in any of the forms of words in the first column of Part 2 of Schedule 4 to the Conveyancing Act 1919 (NSW) do not imply a covenant under Section 86 of that Act.

Landlord's position as an Authority

- 1.7 If the Landlord is an Authority nothing in this lease operates to restrict or otherwise affect the Landlord's statutory discretion in exercising its powers as a statutory authority and in the event of any conflict between the unfettered discretion of the Landlord in the exercise of such powers on the one hand and the satisfaction and performance of the Landlord's obligations in this lease on the other, the former will prevail.

Provisions to be construed as covenants

- 1.8 The provisions contained in this lease which require or prescribe anything to be done or not to be done by a party are to be read and construed as covenants of this lease which that party and its assigns agree with the other party to observe and perform.

Severability of provisions

- 1.9 Unenforceability of a provision of this lease does not affect the enforceability of any other provision.
- 1.10 If this lease prohibits the Tenant from doing a thing, then:
 - (a) the Tenant must do everything necessary to ensure that the Tenant's employees and agents, officers, contractors and invitees do not do that thing; and

- (b) the Tenant may not authorise or cause any person to do that thing.

Nature of Tenancy

- 1.11 The Landlord and the Tenant acknowledge and agree that this lease is for a term of 99 years and the Tenant:

- (a) without limiting clauses 2 ("Rent, Rates, Taxes and Common Property Payments") or clause 16 ("Costs, Charges and Expenses"), must pay all costs and expenses in relation to the Common Property and the Landlord has no responsibility or obligation in that regard except as expressly provided to the contrary in this lease; and

- (b) takes and is subject to the same responsibilities and liabilities in regard to the Common Property including in respect of:

- (i) persons, property, costs, expenses and otherwise; and

- (ii) capital or structural works, repairs and maintenance,

which the Tenant would take and be subject to if the Tenant were the owner of the Common Property,

and the provisions of this lease are to be read, interpreted and applied in the context of and incorporating those principles. The express provisions of this lease do not limit the scope of this clause 1.11.

2 Rent, Rates, Taxes and Common Property Payments

Rent

- 2.1 The rent payable by the Tenant to the Landlord is \$1.00 for the whole of the Term. The Landlord acknowledges that the rent has been paid.

Rates, Taxes and Common Property Payments

- 2.2 The Tenant must pay on time Rates, Taxes and Common Property Payments in relation to the Common Property.
- 2.3 If the Tenant does not pay the Rates, Taxes or Common Property Payments when they become due the Landlord may, if it thinks fit, pay the same, and any sum or sums so paid may be recovered by the Landlord as if the sum or sums were rent in arrears.

Tenant to pay charges levied on Common Property

- 2.4 The Tenant must pay:
 - (a) charges for electricity, gas, oil, and water metered and consumed in or on the Common Property; and
 - (b) all charges in respect of any telephone or telecommunication Services connected to the Common Property; and
 - (c) all other charges and impositions imposed by any public utility or Authority for the supply of any Service separately supplied to the Common Property.

3 Use of the Common Property and the Building

Landlord not liable

- 3.1 The Landlord is not responsible for and the Tenant releases the Landlord and the Minister in relation to any claims and demands of any kind and any liability which may arise as a result of or arising out of the nature of the Parcel, any land adjoining or proximate to the Parcel, the Building and/or any Services, access or rights associated with or enjoyed by the Building or the Parcel.
- 3.2 The Landlord is not responsible for the adequacy of any fire alarm or sprinkler system or fire emergency programme in the Parcel.

Use

- 3.3 The Common Property must only be used for its intended purpose as common property in a strata scheme and appropriate uses ancillary to the permitted use under the leases in respect of the Lots.

No warranty as to use

- 3.4 The Landlord does not warrant that the Common Property is suitable, or may be used, for any purpose. The Tenant represents and warrants that:
- (a) it has made its own appraisal of, and has satisfied itself in all respects in connection with, the suitability of the Common Property for the Tenant's proposed use; and
 - (b) has had the opportunity to investigate, and has accepted this lease, with full knowledge of and subject to any prohibitions or restrictions applying to the Common Property (including its use) under any Laws or Requirements.
- 3.5 If an Approval of any Authority under any Laws or Requirements is required for the use permitted under clause 3.3 ("Use"), the Tenant must obtain that Approval at its own expense and may not by any act or omission cause such Approval to lapse or be revoked.

No Noxious Use

- 3.6 The Tenant must not during the Term permit any illegal act, trade, business, occupation or calling at any time during the Term to be exercised carried on, permitted or suffered in, or on the Parcel.

Defective Facilities

- 3.7 The Tenant must not allow the use of any part of the Common Property which the Tenant knows or has reason to suspect has become seriously defective, unsafe or faulty.

Cleaning

- 3.8 The Tenant must keep the Common Property clean and free from rubbish.

SREP26

- 3.9 The Tenant cannot during the Term require the Landlord to acquire the Tenant's interest in any part of the Land pursuant to clause 54 of the Sydney Regional Environment Protection Plan No. 26 or otherwise .

Securing of the Common Property

- 3.10 The Tenant acknowledges that the Landlord is not responsible nor liable in any manner whatsoever (including any responsibility or liability for which the Landlord might otherwise be responsible or liable because of the negligence on the part of the Landlord, its officers, servants, agents or contractors) for security of or within the Common Property or in respect of any unauthorised entry to or misdemeanour within the Common Property.

Supply failure

- 3.11 The Tenant agrees that the Landlord is not liable for, and releases the Landlord from, any liability, loss, injury, damage, cost or expense sustained by the Tenant or any other person at any time as a result of or arising in any way out of the interruption to or the failure of the Services enjoyed by the Tenant in conjunction with the Common Property or this lease including any interruption or failure caused or contributed to by the negligent omission of the Landlord or the Landlord's officers, servants, agents or contractors (but excepting any interruption or failure caused or contributed to by the negligent or wilful act of the Landlord or the Landlord's officers, employees, agents or contractors).
- 3.12 The Tenant may not stop or reduce payments under this lease because of an interruption or failure in the supply of a Service.

Disturbance to residents

- 3.13 The Tenant acknowledges that the Parcel is in close proximity to residential areas and that the carrying out of any works on the Parcel may result in complaints being made by the residents of nearby properties. The Tenant must use all reasonable endeavours to ensure the occupation or use of the Parcel, or the carrying out of any works on the Parcel, causes as little disturbance as reasonably practicable to residents of nearby properties having regard to the permitted use and the Tenant's obligations under this lease.

Condition and use of Common Property

- 3.14 The Tenant represents and warrants to the Landlord that, because of the Tenant's own inspection and enquiries, the Tenant:
- (a) is satisfied as to the nature, quality, condition and state of repair of the Common Property; and
 - (b) accepts the Common Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation.
- 3.15 The Tenant may not make any objection or claim for compensation because of anything in connection with:
- (a) any of the matters referred to in clause 3.14 ("Condition and use of Common Property"); or
 - (b) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Common Property during the Term; or
 - (c) the presence in or on the Parcel or Land of anything (including a liquid, a solid, a gas, an odour, temperature, sound, vibration

or radiation) which makes or may make the Parcel, Land or the Environment;

- (i) unsafe or unfit for humans or animals; or
- (ii) degraded in any way including in its capacity to support plant life; or
- (iii) materially diminished in value; or
- (d) the condition, performance or existence or non-existence of Services.

Observance of restrictions on Certificate of Title

- 3.16 The Tenant must at all times observe and perform all the obligations, restrictions, stipulations, easements and covenants (if any) (including indemnities) registered on the title to the Land as if the Tenant is the registered proprietor of the Land.

Notice to Landlord of damage or accidents

- 3.17 The Tenant must immediately notify the Landlord of:
- (a) any material damage or accident to or material defects in the Common Property; or
 - (b) any circumstances likely to occasion any material damage or injury occurring within the Common Property.

Use of the Building

- 3.18 The Building must remain as a building for permanent residential accommodation and must not be used for serviced apartments, hotel use or similar non-wholly permanent residential use. The Tenant must not do anything or, so far as legally possible, permit anything to be done, which may result in the Building being used otherwise than for permanent residential accommodation.

Compliance with lease and By-Laws

- 3.19 The Tenant must use all reasonable endeavours to ensure that the Proprietors and Occupiers of Lots comply with the lease for that Lot and the By-Laws.
- 3.20 The Tenant must not amend the By-Laws where the amendment may have a material adverse impact on the Landlord without the written consent of the Landlord.

4 Maintenance, Repair, Management and Alterations

Maintenance and Repair

- 4.1 The Tenant must keep the Common Property in good and serviceable repair in accordance with the By-Laws and all Laws and Requirements. The Tenant expressly acknowledges and agrees that this clause 4.1 and clause 1.11 ("Nature of tenancy") impose obligations upon the Tenant in respect of all structural and capital maintenance, replacement and repair in respect of the Common Property.

- 4.1A Clause 4.1 does not apply, during the period of any redevelopment or reinstatement of the Common Property, to that part of the Common Property being redeveloped or reinstated which redevelopment/reinstatement has been approved by the Landlord and is being carried out and progressed diligently.

Alterations and Additions

- 4.2 The Tenant is subject to and must comply with any requirements, restrictions and prohibitions set out in the Management Act and the By-Laws in relation to alterations or additions to the Common Property.
- 4.3 The Tenant may not carry out works to the Common Property of a structural nature without the Landlord's approval (which may not be unreasonably withheld).

Inspection by Landlord

- 4.4 The Landlord and persons authorised by the Landlord may enter the Common Property to see the state of repair and assess the performance by the Tenant of its obligations under this lease or enforce the Landlord's rights under this lease at reasonable times if the Tenant is given reasonable notice. If the Landlord decides that there is an emergency, then the Landlord and persons authorised by the Landlord may enter the Common Property at any time without notice. As to the existence of any emergency the opinion of the Landlord is conclusive.

Cleaning

- 4.5 Without limiting the generality of any other provision in this lease, the Tenant must keep clean the exterior parts of the Parcel.

Debris

- 4.6 The Tenant must:
- (a) ensure adequate protection measures are installed on the relevant parts of the Parcel so that the waters of the Port of Sydney are protected from any debris (floating or otherwise), pollution or sedimentation run-off emanating from the Parcel; and
 - (b) collect any debris (floating or otherwise) deposited in the Port of Sydney from the Parcel.

White ants

- 4.7 The Tenant must carry out annual inspections for white ants, termites and borers and, following those inspections, must carry out such remedial works as are necessary to rectify any damage to the Common Property caused by those insects.

Management

- 4.8 The Tenant must during the Term:
- (a) efficiently manage the Common Property in accordance with industry best practices; and
 - (b) employ appropriately qualified and skilled personnel or agents to manage the Common Property.

5 Quiet enjoyment

Tenant's quiet enjoyment

- 5.1 Subject to clauses 5.2 ("Surrounding Noise") and 5.3 ("No Objection"), the Tenant while duly and punctually observing the Tenant's Covenants is entitled to peaceably possess and enjoy the Common Property during the Term without disturbance from the Landlord or any person lawfully claiming through the Landlord except to the extent provided for in this lease.

Surrounding Noise

- 5.2 The Tenant acknowledges that it is aware that:
- (a) the Parcel is within an inner city entertainment precinct; and
 - (b) entertainment and promotional events or activities and public festivals (which may include fireworks) are conducted in that entertainment precinct (including on adjoining land but not extending to the Common Property); and
 - (c) because the Parcel is in an entertainment precinct, the Parcel is exposed to water and road traffic on a 24 hour basis; and
 - (d) the waterways surrounding the Parcel and wharves in Darling Harbour, Cockle Bay, Jones Bay and Pyrmont Bay are used for commercial shipping activities including without limitation in the case of the wharves the loading and unloading of cargo and passengers and the berthing of vessels ("shipping activities") on a 24 hour basis; and
 - (e) the events, activities, festivals or shipping activities may temporarily interfere with the Tenant's use and enjoyment of the Common Property.

No objection

- 5.3 The Tenant is not entitled to object to, or in any way obstruct the proper carrying out nor claim compensation in respect of the events, activities, festivals and shipping activities set out in clause 5.2 ("Surrounding Noise").

6 Insurance

Building and other insurance

- 6.1 The Tenant must comply with section 83 of the Management Act.
- 6.2 The Tenant must comply with section 87 of the Management Act and must ensure that the policy effected under that section indemnifies the Landlord in respect of all its liabilities under clause 8 ("Release and Indemnity").
- 6.3 The policy effected by the Tenant under section 87(1)(b) of the Management Act must be for an amount of not less than \$10 million for any one occurrence or for any other amount which the Landlord reasonably prescribes, being an amount not less than any minimum amount provided by the regulations under the Management Act.

Policies

- 6.4 The Tenant, in respect of all policies of insurance which the Tenant must effect under this lease, must:
- (a) ensure that the interests of the Landlord are covered where applicable and take out Insurances in the joint names of the Landlord and the Tenant unless the Tenant is prevented by Law from doing so;
 - (b) at the Landlord's request, promptly provide to the Landlord a duplicate or certified copy of each policy and a copy of each renewal certificate;
 - (c) punctually pay all premiums in respect of the policy and its renewal (including any increased premiums payable after claims) and all excesses.

Full particulars

- 6.5 The Tenant must use all reasonable endeavours to ensure that true and complete information is given in any proposal for insurance of all matters which are relevant to the proposal.

Insurance not to be avoided

- 6.6 Neither party must do or permit anything which prejudices any insurance required under this clause 6 or causes a change in risk which results in an increase in the amount of the premium.

Insurance generally

- 6.7 All Insurances which the Tenant effects and maintains or causes to be effected and maintained under this lease:
- (a) must be with insurers reasonably approved by the Landlord; and
 - (b) must be on terms reasonably approved by the Landlord; and
 - (c) must not contain any exclusion, endorsement or alteration unless it is first approved in writing by the Landlord such approval not to be unreasonably withheld; and
 - (d) in respect of the insurances specified in the Management Act, must include cover for all consultants, all contractors and subcontractors employed from time to time in relation to any works being carried out on the Common Property; and
 - (e) must contain a term which provides that if the insurer (or the Tenant) cancels any such insurance for any reason, such cancellation will not be effective before 30 days after receipt by the Landlord of written notice from the insurer advising of the cancellation; and
 - (f) in respect of the insurances referred to in the Management Act where the Tenant must ensure that the policy provides that the Landlord and the Tenant shall be joint loss payees in respect of any benefit payable under that policy and all proceeds shall be paid to an account in the joint names of the Tenant and the Landlord.

Failure to produce proof of Insurance

- 6.8 If after being requested in writing by the Landlord to do so, the Tenant fails to produce evidence of compliance with its obligations under this clause 6 to the satisfaction of the Landlord, the Landlord may effect and maintain the Insurances and pay the premiums. The amount paid shall be a debt due from the Tenant to the Landlord payable on demand.

Notices from or to the insurer

- 6.9 The Tenant must ensure that the insurances referred to in the Management Act contain provisions acceptable to the Landlord that will:
- (a) provide that a notice to the insurer by one insured party is deemed to be notice by all of the insured parties; and
 - (b) provide that disclosure to the insurer by one insured party is deemed to be disclosure by all of the insured parties; and
 - (c) require the insurer, whenever the Tenant fails to renew the policy or to pay the premium in full, to immediately give notice in writing of that fact to the Landlord prior to the insurer giving any notice of cancellation.

Notices of potential claims

- 6.10 In addition to the obligations to notify the insurer under any policy, the Tenant must, as soon as practicable, inform the Landlord in writing of any occurrence that may give rise to a claim under the insurances referred to in the Management Act and must keep the Landlord informed of subsequent developments concerning the claim. The Tenant must ensure that consultants, contractors and subcontractors similarly inform the Landlord. The Tenant may not compromise, settle, prosecute or enforce a claim under any insurance without the prior written consent of the Landlord or otherwise on such basis as the Landlord and the Tenant agree in writing from time to time.

Tenant's obligations before commencing works

- 6.11 Before the Tenant commences any works for which a Development Consent is granted and whenever requested in writing by the Landlord (but no more frequently than twice each year), the Tenant must:
- (a) give the Landlord certified copies of all:
 - (i) policies; and
 - (ii) renewal certificates; and
 - (iii) endorsement slips;as soon as the Tenant receives them from the Insurer or within seven days of the Landlord making a request (whichever is the earlier); and
 - (b) produce evidence satisfactory to the Landlord that the Insurances have been effected and maintained prior to the cover being required.

Cross liability

- 6.12 Any insurance required to be effected in accordance with this lease by the Tenant in joint names shall include a cross liability clause in which the insurer agrees:
- (a) to waive all rights of subrogation or action against any of the persons comprising the insured; and
 - (b) that the term 'insured' applies to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject to the overall sum insured not being increased as a result); and
 - (c) that any non-disclosure by one insured does not prejudice the right of the other insured to claim under any insurance.

Continuation of liability

- 6.13 Any liability of the Tenant under this clause 6 in respect of any act, matter or thing which arises before the expiration or termination of this lease continues after its expiration or termination.

Liabilities and obligations not limited

- 6.14 The effecting of Insurances does not limit the liabilities or obligations of the Tenant under this lease.

Additional obligations

- 6.15 The Tenant must:
- (a) not do anything which prejudices any Insurance; and
 - (b) if necessary, rectify anything which might prejudice any Insurance; and
 - (c) reinstate an Insurance policy if it lapses; and
 - (d) not cancel, vary or allow an Insurance policy to lapse without the prior written consent of the Landlord that consent not to be unreasonably withheld; and
 - (e) immediately notify the Landlord of any event which may result in an Insurance policy lapsing or being cancelled; and
 - (f) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the Insurance.

Application of insurance proceeds

- 6.16 Subject to section 94 of the Management Act, if all or any part of the Improvements are damaged or destroyed, all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the works and the Improvements.

7 Inspection and Rectification

Inspection

- 7.1 The Landlord may at any time on giving the Tenant reasonable notice (other than in an emergency or upon the default of the Tenant, when no notice is required) enter the Common Property for the purpose of ascertaining whether the Tenant is complying with the Tenant's obligations under this lease.
- 7.2 The Landlord may give the Tenant written notice requiring the Tenant, within a reasonable time, to carry out repairs or other work for which the Tenant is responsible.
- 7.3 The Landlord may not exercise the rights under clause 7.1 ("Inspection") more than twice in any 12 month period (other than in an emergency or upon the default of the Tenant).

Landlord may rectify

- 7.4 After giving the Tenant reasonable notice, the Landlord may, at the Tenant's cost, do anything which the Tenant should have done under this lease but which the Tenant has not done or which the Landlord reasonably considers it has not done properly. If the Landlord reasonably decides that there is an emergency, then the Landlord may exercise its rights under this clause 7.4 without notice.
- 7.5 The exercise of the Landlord's rights under clauses 7.1 ("Inspection") or 7.4 ("Landlord may rectify") is not a breach of clause 5.1 (Tenant's quiet enjoyment").

Landlord not liable

- 7.6 The Tenant agrees that the Landlord is not liable for and releases the Landlord from liability or loss arising from, and costs, charges and expenses incurred in connection with anything which the Landlord is permitted to do under this clause 7 except to the extent of any liability, loss, cost, charge or expense caused by the negligent or wilful act or omission of the Landlord.

8 Release and Indemnity

Tenant as owner

- 8.1 The Tenant agrees to be subject to the same responsibilities in respect of persons and property as those to which it would be subject if, during the Term, it was the registered proprietor and occupier of the freehold of the Common Property.

Release of Landlord from Liability

- 8.2 Without limiting clause 8.1, the Tenant agrees to occupy, use and keep the Common Property at its own risk.
- 8.3 Without limiting clause 8.1, the Tenant releases and indemnifies, to the extent not excluded by law, the Minister, the Landlord and its employees and contractors from any claims and demands of every kind and liability which may arise in respect of:
 - (a) any damage to property or death of or injury to any person, of any nature in or arising out of the occupation or use of the

Common Property and in respect of loss of or damage to the Tenant's Property; and

- (b) any act or omission of the Tenant which might impose on or increase any liability of the Landlord in respect of the Building or the Parcel.

Tenant's indemnity not affected

- 8.4 The fact that the proceeds of the policy referred to in clause 6 may not fully indemnify the Landlord or the Minister does not affect the amount of the Tenant's indemnity under clause 8.2 or 8.3.

Negligence or default of Landlord

- 8.5 Despite any other provision of this clause 8, the releases responsibilities and indemnities contained in this clause 8 will not apply with respect to any act, matter, thing or consequence to the extent that it was caused or contributed to by the negligence, default or misconduct of the Landlord.

Continuation of Liability

- 8.6 The obligations of the Tenant under clause 6 and this clause 8 continue after the expiration or sooner determination of this lease in respect of any act, deed, matter or thing happening before the expiration or determination.

9 Compliance with Laws and Requirements

Compliance Generally

- 9.1 The Tenant must comply on time, and at the Tenant's own expense with all Laws and Requirements in connection with:
- (a) the Common Property and the Building;
 - (b) the Tenant's Property; and
 - (c) the use and occupation of the Common Property

whether or not any such Laws or Requirements are addressed to or required to be effected by the Landlord or the Tenant including carrying out work of a structural nature.

Notices of Requirements

- 9.2 The Tenant must give the Landlord a copy of any Requirement relating to the Environment or public safety of the Common Property notified to or served on the Tenant or any other Requirement relating to the Common Property which is materially relevant to the Landlord.

Specific laws

- 9.3 Without limiting the generality of clause 9.1 ("Compliance generally"), the Tenant must comply with and observe at the Tenant's own expense Environmental Laws.

Acceptance of risk

- 9.4 The Tenant agrees and acknowledges that the fact that a Law or a Requirement may impact on the Tenant's use of the Common Property is the sole risk of the Tenant.

10 Transfer

Landlord may transfer

- 10.1 The Landlord may at any time during the Term transfer or assign its interests in this lease to any person provided that the transferee or assignee:
- (a) has the necessary powers to enable it to perform the Landlord's obligations under this lease;
 - (b) has title to the Land at the time of, or as a consequence of, the transfer or the assignment.

Change of Landlord

- 10.2 If the Landlord sells or transfers the Land, or transfers or assigns its interests in this lease, so that the Tenant becomes obliged to perform its obligations under this lease in favour of another person, then:
- (a) the Landlord is released from its obligations under this lease arising after the Tenant receives notice of that event; and
 - (b) the Tenant must procure at the Landlord's cost any changes required by that other person to the insurance policy referred to in clause 6 because the Tenant becomes obliged to perform its obligations under this lease in favour of that other person; and
 - (c) the Landlord must procure its assignee or transferee enters into and is bound by any consents given by the Landlord; and
 - (d) the Landlord must pay the reasonable costs incurred by the Tenant in complying with the Tenant's obligations under clauses 10.2(b).

Right to deal with the Land

- 10.3 The Landlord may:
- (a) grant easements for Services, support, drainage or other rights over the Land provided the easements or rights would not have a material adverse affect on the use of the Common Property; and
 - (b) otherwise create or allow to exist an Encumbrance over the Land but not the Tenant's leasehold interest in the Common Property provided that any such Encumbrance must have no material adverse effect on the ability of the Tenant to comply with its obligations under this lease.

Agents

- 10.4 The Landlord reserves the right to appoint agents or others to exercise any of its rights or perform any of its duties under this lease and the Tenant must treat any such agents or other persons as if they were the Landlord when they are exercising those rights or performing those duties but only after the Tenant receives from the Landlord written notice of such an appointment and of the scope of the agent's authority. Communications from the Landlord override those from the agents or others if they are inconsistent.

11 By-laws and Lot Leases

By-Laws and lot leases

- 11.1 The Tenant must comply with the By-Laws and must not do anything to prevent compliance by a Proprietor or an Occupier with the By-Laws.
- 11.2 The Tenant must use all reasonable endeavours to ensure that the Proprietors and Occupiers of the Lots comply with the leases for the Lots and the By-Laws.

Changing By-Laws

- 11.3 The Tenant must comply with section 52 of the Management Act with respect to making, amending or repealing By-Laws which confer certain rights or privileges.
- 11.4 The Tenant must seek prior written consent from the Landlord (which may not be unreasonably withheld) with respect to making, amending or repealing any By-Laws which relate to matters which may materially and adversely impact on:
 - (a) this lease;
 - (b) insurance premiums (including fire control, permitted uses, security, balconies and barbeques);
 - (c) or result in a claim or complaint against the Tenant or the Landlord (including keeping an animal, behaviour of Owners and Occupiers, use of Common Property and the Health Club, agreements with third parties);
 - (d) the structural integrity and appearance of the Building or the Common Property (including building works, damage to Common Property); or
 - (e) compliance with the Development Consent.

For the purposes of this clause 11.4 the terms Owner, Occupier and Health Club have the meaning given to them in the By-Laws.

Easements

- 11.5 The Tenant shall be entitled to enjoy the benefit of the Easements, provided that the Tenant shall, at all times during the Term, comply with the obligations of the Landlord under the Easements. The Landlord authorises the Tenant under each of the Easements to act in accordance with this clause 11.5, provided that the Tenant indemnifies and keeps indemnified the Landlord in relation to any claims and demands of any kind and any liability which may arise in respect of or arising out of the matters contained in this clause 11.5.

12 Tenant's Additional Obligations

No Removal of materials

- 12.1 The Tenant must not, without the Landlord's consent and subject to any conditions imposed by the Landlord, remove or permit any person

to remove sand, gravel, stone, clay, shells or other materials from the Parcel.

Landlord to be reasonable

- 12.2 Subject to the Landlord's statutory powers and functions as an Authority, the Landlord cannot unreasonably withhold its approval or consent and otherwise must act reasonably pursuant to the provisions of this clause 12.

Provisions applying to lots apply to Common Property

- 12.3 The provisions in the By-Laws or the lot leases for the Lots imposing obligations or restrictions on Proprietors and Occupiers of Lots in respect of Lots apply equally to the Tenant in respect of the Common Property to the extent that the obligations or restrictions are relevant to the Common Property.

Caveat

- 12.4 The Tenant may not lodge or authorise a person claiming through the Tenant to lodge a caveat on the freehold title to the Land.

Finding of minerals, fossils and relics

- 12.5 The Tenant acknowledges and recognise that the following may be found on, in or under the surface of the Parcel (together "relics"):
- (a) minerals; and
 - (b) fossils; and
 - (c) relics, articles or objects of antiquity or of anthropological or archaeological interest; and
 - (d) coins and other articles of value; and
 - (e) historical archaeological sites; and
 - (f) Aboriginal archaeological relics.
- 12.6 The Tenant confirms that any relics discovered on, in or under the surface of the Parcel are and will remain the property of the Landlord.
- 12.7 Upon the discovery of a relic, the Tenant must:
- (a) immediately notify the Landlord of the discovery; and
 - (b) take all practical steps to prevent the relic being disturbed, damaged or lost; and
 - (c) take all practicable precautions necessary to prevent the loss, removal of or damage to the relic; and
 - (d) comply with all Laws.
- 12.8 The Tenant may not make a claim against the Landlord for any costs, fees, losses, expenses or damages incurred by the Tenant arising from or in connection with any of the matters referred to in clauses 12.5 to 12.7 ("Finding of Minerals, Fossils and Relics") inclusive.

13 Yielding Up

Vacate

- 13.1 On the expiry or earlier termination of this lease, the Tenant must vacate the Common Property and leave the Common Property in a condition consistent with compliance with the Tenant's Covenants.

Removal of Tenant's Fixtures

- 13.2 The Tenant may, and if required by the Landlord, must remove furniture, loose equipment, goods and other items owned by the Tenant but which do not form part of the Common Property or which are not affixed (or intended to be affixed) to the Common Property from the Common Property within a reasonable time after the Landlord notifies the Tenant that those items must be removed (such notice to be given not less than 1 month before the Expiry Date), or if this lease is terminated, within 7 days after such termination and must so remove without damaging the Common Property or any part and immediately make good any damage which occurs. Subject to clause 13.3, the Tenant must not remove any part of the Common Property anything affixed to them or anything intended to be affixed to them.
- 13.3 Subject to clause 13.4, during the last 6 months of the Term the Tenant may remove Tenant's Fixtures from the Common Property without damaging the Common Property or, if damage occurs, the Tenant must immediately make good that damage.
- 13.4 Despite clause 13.3, the Tenant may not remove Services from the Common Property which would be required by the Landlord for the purpose of re-leasing the Common Property the basis that on the Expiry Date the Common Property must be structurally sound, waterproof and have basic Services available to the extent that they have been installed before or during the Term but otherwise have not been fitted out.
- 13.5 Without limiting clause 7.4 ("Landlord may rectify"), the damages claimed by the Landlord for a breach of clause 13.1 ("Vacate") shall in no case exceed the amount (if any) by which the value of the reversion (whether immediate or not) in the Common Property is diminished owing to the breach of that covenant. In particular no damage shall be recovered for a breach of that covenant to leave or put the Common Property in repair at the termination of this lease, if it is shown that the Common Property, in whatever state of repair they might be, would at or shortly after the termination of this lease have been or be pulled down, or have such structural alterations made to them as would render valueless the repairs covered by that covenant.

Tenant's Fixtures not removed

- 13.6 The Landlord, to the extent that the Tenant does not comply with clause 13.2 ("Removal of Tenant's Fixtures"), may remove and dispose of any items not removed by the Tenant, as if those items were the property of the Landlord.
- 13.7 The Tenant indemnifies the Landlord for any damage, expense, loss or liability suffered or incurred by the Landlord in respect of clause 13.6 ("Tenant's Fixtures not removed").

14 Damage or Destruction

Total destruction

- 14.1 If the Building is Totally Destroyed the Tenant must promptly:
- (a) make the Building and the Land safe and secure; and
 - (b) demolish any unstable structures as directed by the Landlord; and
 - (c) give the Landlord a report from a structural engineer as to the structural stability of the Land; and
 - (d) clear all debris from the Land.

15 Goods and Services Tax

Definitions

- 15.1 In this clause 15 the following words have these meanings:

Adjustment Event means an adjustment event as defined in the GST Act.

Adjustment Note means an adjustment note complying with the requirements of the GST Act.

GST means a tax, levy or duty, charge or deduction, together with any related additional tax, interest, penalty or fine or other charge, imposed under the GST Act or in respect of GST.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999.

Input Tax Credit means an input tax credit as defined in the GST Act.

Tax Invoice means a tax invoice complying with the requirements of the GST Act and the A New Tax System (Goods and Services Tax) Regulations 1999.

Supply

- 15.2 If GST is imposed under the GST Act on any supply made under this lease (including, without limitation, the supply of the right to occupy the Common Property and the supply of any other right, goods, services, benefits, or other things), the supplier may subject to issuing a Tax Invoice recover from the recipient of the supply an amount on account of GST, such amount to be in addition to any other amount or consideration (including Rates, Taxes or Common Property Payments incurred by the Landlord in connection with the Common Property) payable under this lease and to be calculated by multiplying any amount payable and the value of any other consideration provided the recipient of the supply for the relevant taxable supply by the prevailing GST rate (subject to clause 15.3).
- 15.3 Where the amount or part of an amount on account of GST is to be in addition to the Tenant's contribution to Rates, Taxes or Common Property Payments, the amount, or part of an amount, on account of

GST is to equal the amount of GST charged to the Landlord by any person in respect of goods, services, or other things acquired by or paid for in connection with the Common Property or in connection with this lease for which an Input Tax Credit cannot be claimed by the Landlord.

Payment

- 15.4 The recipient of the supply must pay to the supplier, within 7 days of receipt of a Tax Invoice in respect of a supply, an amount equal to the amount on account of GST.

Adjustment

- 15.5 If for any reason the amount recovered by the supplier from the recipient of the supply under clauses 15.2 or 15.3 differs from the amount of GST lawfully imposed on the supply then the supplier shall issue an Adjustment Note to the recipient of the supply within 14 days of the date of the Adjustment Event and shall be entitled to recover the difference from, or shall be liable to pay the difference to, as the case may be, the recipient of the supply.

16 Costs, Charges and Expenses

Tenant's obligations

- 16.1 The Tenant must pay the Landlord's reasonable legal costs and all duties, fees, charges and expenses in respect of:
- (a) any application for the consent or approval of the Landlord under the Lease;
 - (b) any breach of the Tenant's Covenants; and
 - (c) the exercise of any right, power, privilege, authority or remedy of the Landlord in respect of the Lease if ordered by any Authority or court or determined pursuant to the Management Act.

17 General

Exercise of rights

- 17.1 The Landlord may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Landlord does not prevent a further exercise of that or an exercise of any other right, power or remedy. Failure by the Landlord to exercise or delay in exercising a right, power or remedy does not prevent its exercise. The Landlord is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right, power or remedy.

Tenant not agent or Landlord

- 17.2 The Tenant must not:
- (a) in connection with the Common Property or otherwise directly or indirectly hold out or permit to be held out to any member of the public, any statement, act, deed, matter or thing

indicating that the Common Property is managed or supervised by the Landlord or the Minister; or

- (b) act as or represent itself to be the agent of the Landlord or the Minister.

- 17.3 Nothing in this lease will be deemed or construed as creating the relationship of partnership or of principal and agent or of joint venture between the Landlord and the Tenant. The relationship between the Landlord and Tenant is that of lessor and lessee only.

Waiver

- 17.4 The Landlord and the Tenant agree that:
 - (a) the Landlord's failure to enforce any breach of covenant on the part of the Tenant is not to be construed as a waiver of that breach, nor shall any custom or practice which may grow up between the parties in the course of administering this lease be construed to waive or to lessen the right of the Landlord to insist upon the performance by the Tenant of any term, covenant or condition hereof, or to exercise any rights given to the Landlord on account of any such default;
 - (b) a waiver by the Landlord of a particular breach shall not be deemed to be a waiver of the same or any other subsequent breach or default; and
 - (c) a provision of this lease or a right under this lease is only waived or varied if the waiver or variation is in writing and signed by the party to be bound.

Governing Law

- 17.5 This lease is governed by the Law in force in New South Wales.

Jurisdiction

- 17.6 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

Service of process

- 17.7 Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 17.29 ("Notices").

No Merger

- 17.8 Nothing in this lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power, authority, discretion or remedy which the Landlord may have against the Tenant except as otherwise expressly provided in this lease.

Consents

- 17.9 The Landlord may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this lease expressly provides otherwise. The giving of any approval or consent is intended merely as a procedure to enable the Landlord to exercise its rights and protect its interests as a landlord and will not impose any liability on the Landlord nor relieve the Tenant of its responsibility for the subject matter of the consent.
- 17.10 Consents or approvals by the Landlord may be signed by the Landlord's Authorised Officer or any other person authorised by the Landlord for that purpose from time to time.
- 17.11 The Landlord must not unreasonably delay in giving or not giving its approval or consent.

Remedies cumulative

- 17.12 The rights, powers and remedies provided in this lease are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this lease.

Set-off

- 17.13 The Landlord may set off any amount owing by it to the Tenant under this lease against any amount owing by the Tenant to the Landlord.

Indemnities

- 17.14 Each indemnity in this lease is a continuing obligation, separate and independent from the other obligations of the Tenant and survives expiry or termination of this lease. It is not necessary for the Landlord to incur expense or make payment before enforcing a right of indemnity conferred by this lease.

Further assurances

- 17.15 If asked by the Landlord, then the Tenant must, at its own expense:
- (a) execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the Tenant and its successors under this lease; and
 - (b) use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this lease.

Antecedent breaches

- 17.16 The expiry or termination of this lease does not affect the rights of the parties to this lease for a breach of this lease by the other party before the expiry or termination.

Antecedent obligations

- 17.17 The expiry or termination of this lease does not affect the Tenant's obligations:
- (a) to make payments under this lease in respect of periods before the expiry or termination of this lease; or
 - (b) to provide information to the Landlord to enable it to calculate those payments.

Parties bound in contract

- 17.18 Even if this document is found not to be a lease or is found to be a lease for a term less than the Term, the parties are bound in contract to carry out their obligations under this document for the Term, unless expressly released under this document from those obligations.

Entire agreement

- 17.19 This lease represents the entire agreement between the parties.

Confidentiality

- 17.20 All information provided to the Tenant by the Landlord under the Transaction Documents is confidential to the Tenant, and its employees, legal advisers, auditors and other consultants and may not be disclosed to any person except:
- (a) with the consent of the Landlord; or
 - (b) if allowed or required by Law or required by any stock exchange; or
 - (c) in connection with legal proceedings relating to the Transaction Documents or the Common Property; or
 - (d) if the information is generally and publicly available.

Easements

- 17.21 The Tenant acknowledges that at the date of this lease there may not have been established all the rights which may be required for the general good management of the Parcel, and in particular:
- (a) all easements and restrictions on use and positive covenants in relation to the Parcel;
 - (b) all the agreements and arrangements in relation to the Parcel;
 - (c) all the rights and privileges in relation to the Parcel; and
 - (d) all necessary dedications of land.
- 17.22 The Tenant must not object to the establishment of any rights referred to in clause 17.21 ("Easements") unless the establishment of that right would substantially lessen the enjoyment of rights conferred on the Tenant by this lease, and must consent to and sign any documents which may be necessary to give effect to them.

Compensation under the Development Act

- 17.23 The Tenant is not entitled to claim any freehold interest in the Parcel or the Common Property or to receive any compensation under section 37(1)(c) of the Development Act from the Landlord on the expiry or earlier termination of this lease.

Resumption

- 17.24 Without prejudice to any statutory right of the Tenant to receive compensation for resumption, nothing contained in this lease is deemed to preclude or prevent the exercise of any statutory right of resumption affecting the Common Property at any time during the term.

Supervening legislation

- 17.25 Unless its application is mandatory by Law, any present or future Law which varies the Tenant's Covenants resulting in the Landlord's rights under this lease being adversely affected is excluded.

Development Act and Management Act

- 17.26 Where there is any inconsistency between the terms of this lease and any provision of the Development Act or the Management Act, the Development Act or the Management Act (as the case may be) prevails.

Minister's approval

- 17.27 The Landlord has prior to its execution of this lease obtained the approval of the Minister to the grant and the provisions of this lease.

Further construction

- 17.28 The Tenant acknowledges that after the commencement of the Term further building work on the Building may be carried out to complete the Building and the Tenant must not object to that work.

Notices

- 17.29 A notice, approval, certificate, consent or other communication in connection with this lease:

(a) may be given by an Authorised Officer of the relevant party; and

(b) must be in writing; and

must be left at the address of the addressee or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is set out in clause 17.32 ("Address details") or if the addressee notifies another address or facsimile number, then to that address or facsimile number.

When served and received

- 17.30 Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received except that, if it is received after 5.00pm in the place of receipt or on a non-working day in that place, it is to be taken to be received at 9.00am on the next succeeding working day in that place.

- 17.31 A letter or facsimile is taken to be received:

(a) in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting; and

(b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause.

Address details

- 17.32 Unless otherwise notified in writing, the Landlord's address for service is:

Address: Level 6, 66 Harrington Street, The Rocks NSW 2000

Facsimile No: (02) 9240 8000

The Tenant's address for service is the address for service as recorded in the LPI records from time to time.

Counterparts

- 17.33 This lease may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Interest on money due

- 17.34 The Tenant must pay the Landlord on demand interest on any money due to the Landlord under this lease at the rate of 2 per cent per annum above the BBSW Rate or, if that rate is not available the rate the Landlord reasonably determines is appropriate.

No derogation from grant

- 17.35 The Landlord must not do, or permit anything to be done which might derogate from the interests of the Tenant under this lease, and must not grant any concurrent or superior lease over the Parcel.

Landlord's right to attend general meetings

- 17.36 The Landlord is entitled to send a representative to each general meeting of the Tenant and for that purpose:
- (a) the Tenant must give notice of all general meetings to the Landlord; and
 - (b) the Landlord does not have a right to vote at any such meetings.

The Landlord is not obliged to send a representative to any general meeting. [*Mallesons Note: reinstated*]

Dispute

- 17.37 In the event of a dispute or complaint concerning a matter in this lease, either party may invoke the dispute determination provisions in the Management Act.

We certify this lease to be correct for the purposes of the Real Property Act.

EXECUTED as a deed

Execution page

Execution by Landlord:

Signed by **Diana May Talty** for and on behalf of the Sydney Harbour Foreshore Authority under delegated authority and without assuming personal liability and I hereby certify that I have no notice of revocation of such delegation:

Diana Talty
Signature of delegate

[Signature]
Signature of Witness

Richard John R.J. CLARK
Name of Witness (BLOCK LETTERS) 6/66 Harrington St
The Rocks
Sydney

Execution by Tenant:

Signed by **Diana May Talty** for and on behalf of the Sydney Harbour Foreshore Authority under delegated authority and without assuming personal liability and I hereby certify that I have no notice of revocation of such delegation:

Diana Talty
Signature of delegate

[Signature]
Signature of Witness

Richard John R.J. CLARK
Name of Witness (BLOCK LETTERS) 6/66 Harrington St
The Rocks
Sydney

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



TITLESPACE
106/109 Pitt St
SYDNEY NSW 2000

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	TITLESPACE
Your reference:	200701
Address of property:	3 Darling Island Road , PYRMONT NSW 2009
Owner:	THE OWNERS - STRATA PLAN NO 73910
Description of land:	Lot 18 DP 1072418, Lots 1-123 SP 73910
Certificate No.:	2020306957
Certificate Date:	5/11/20
Receipt No:	0162800
Fee:	\$53.00
Paid:	5/11/20

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005) – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes)
(Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a

requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and

- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

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

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General Housing Code & Commercial and Industrial (New Buildings and Additions)
Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the General Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	YES
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	YES
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the General Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 th July 2013	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

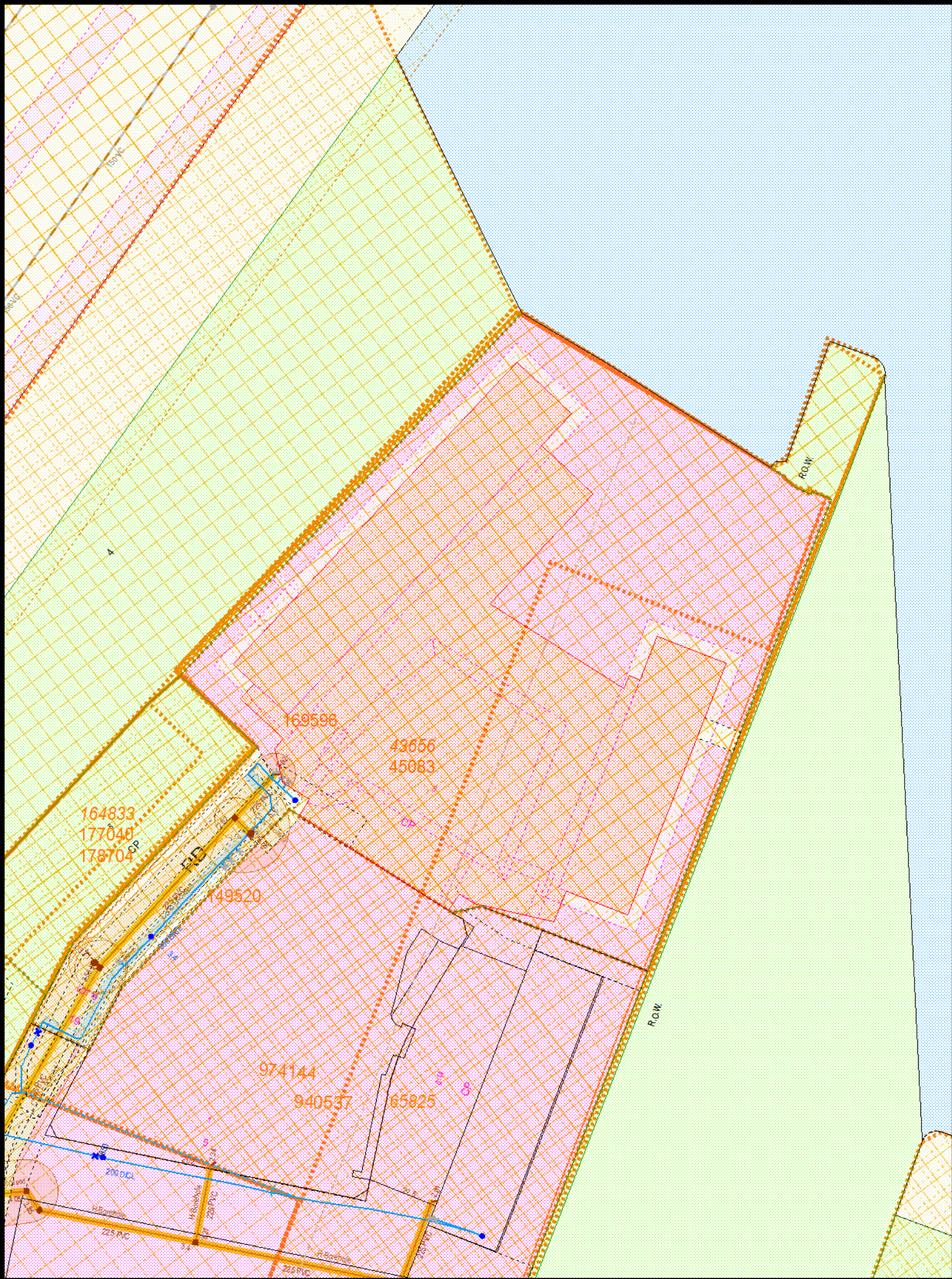
Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF SYDNEY
CITY OF SYDNEY
PYRMONT

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

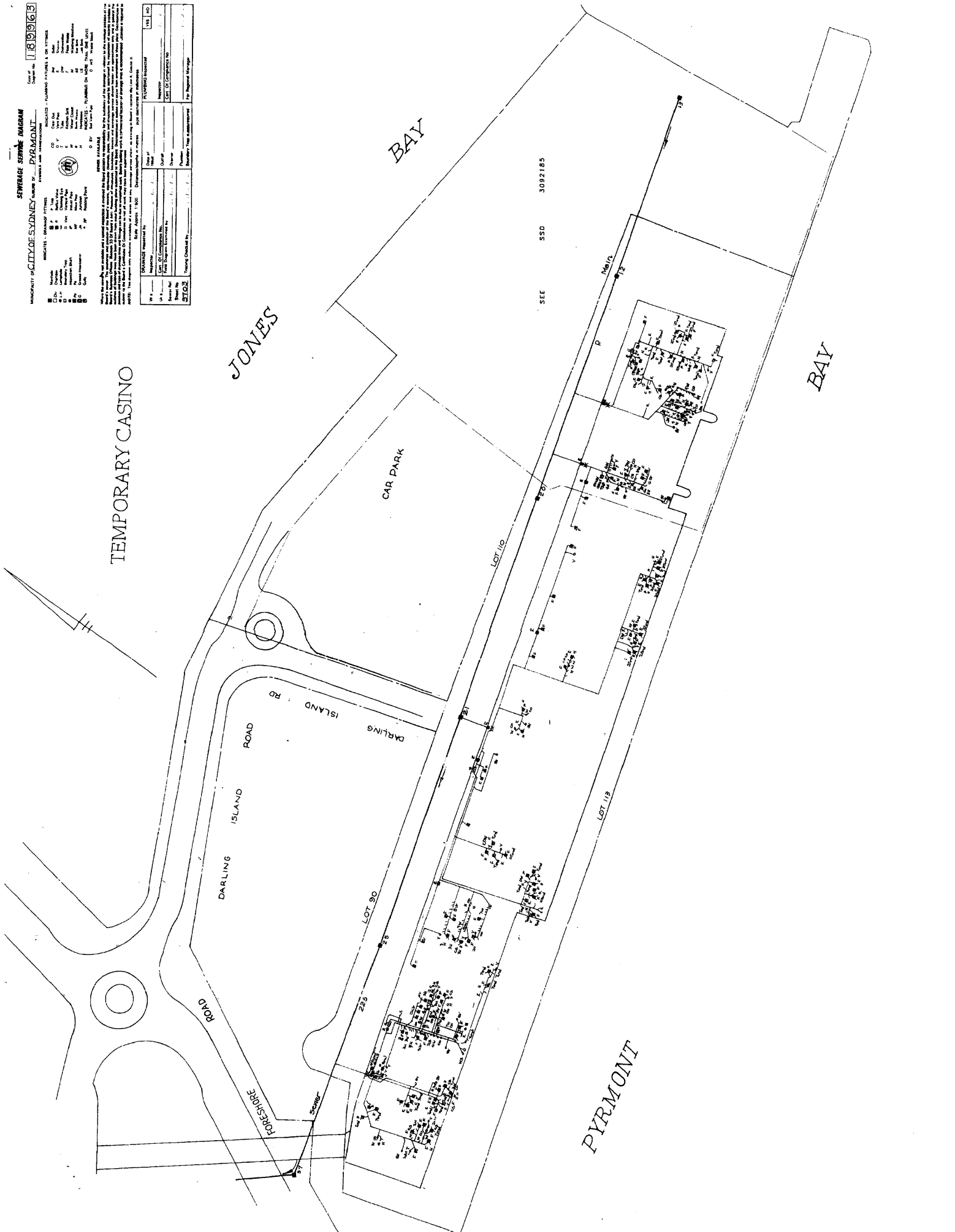
INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS

INDICATES - DRAINAGE FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS
INDICATES - PUMPED FITTINGS & ON FITTINGS



1899638

NOTE: This diagram indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.