

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
AM970336

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.



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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.

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Form: 15CH
Release: 2.1
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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

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Reference:		

- (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: *Scott Martin*
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 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. 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;
- 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; an

- 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, aerials 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 your 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 floor 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:
 - 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 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

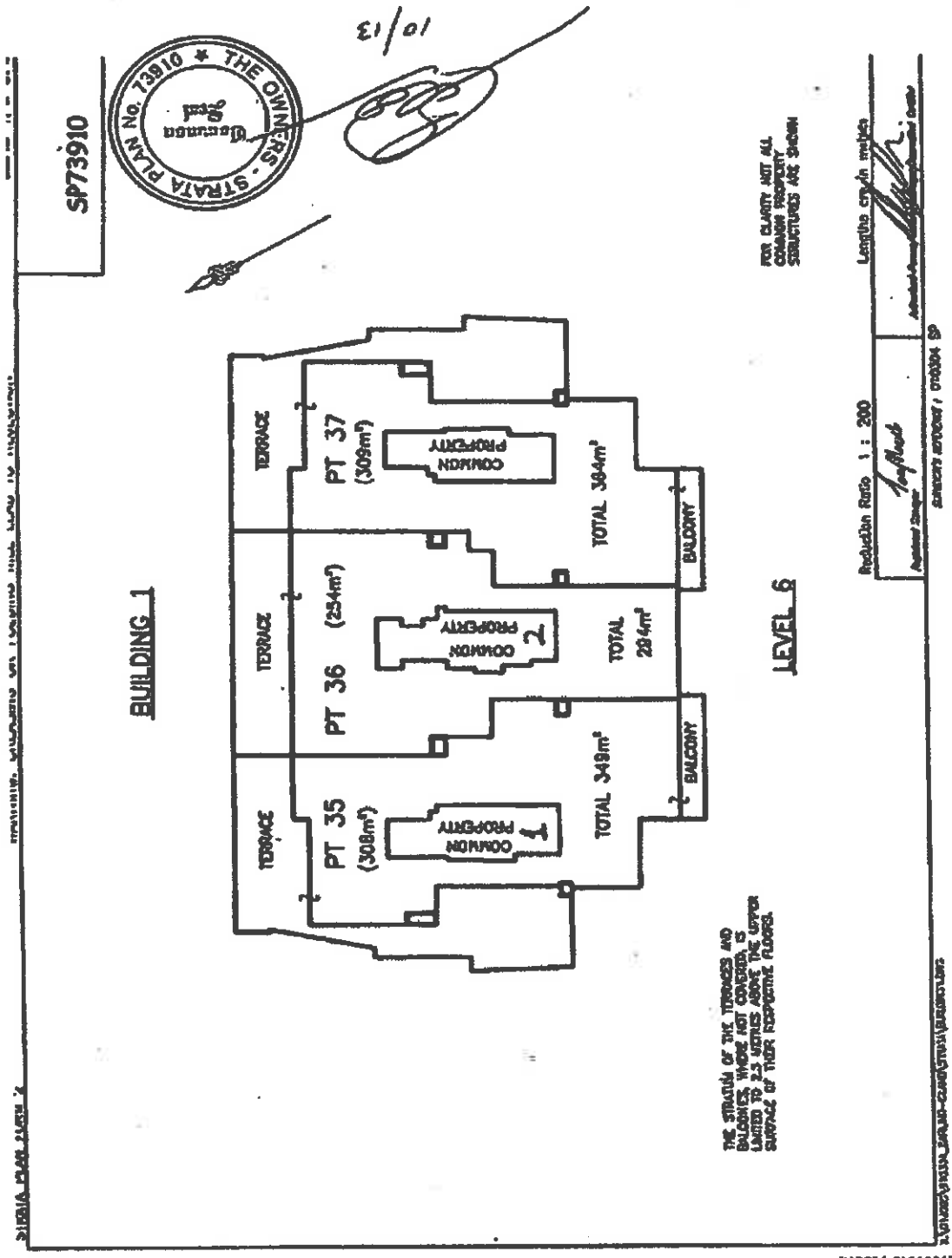
3.4 The Owner:

- (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

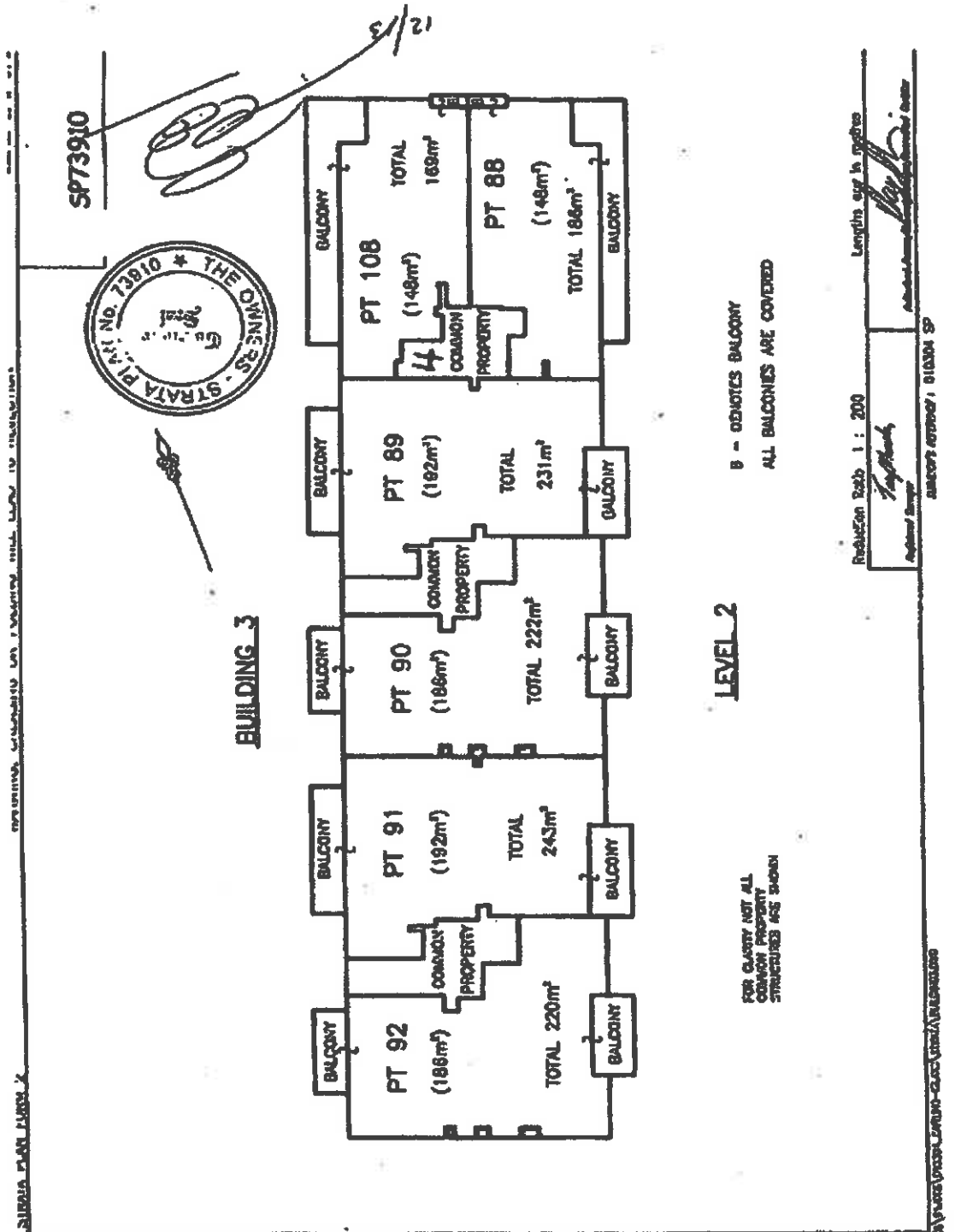
Special By-Law 6

Annexure



ce: 6. Chamber STRA (Landed) JSS DocID: 6073197 7 / Rev: 27-Jul-2020 / Pos: ALL / Prt: 07-Oct-2020 17:05 / Seq: 67 of 133 / Src: INTOTRACK / Ref: 6697





CO: L Client STRA LEND/ISS DocID: Record Title: 17-Jun-2008 Date: 15/06/2010 Page: 71/71
 NS: 00101010 /DocID: 607312 P /Title: 17-Jun-2008 /Date: 15/06/2010 /Page: 71/71 /DocID: 607312 P

BUILDING 3

The floor plan shows five units, each with a balcony and a common area. The units are labeled PT 103, PT 104, PT 105, PT 106, and PT 107. The common areas are labeled COMMON PROPERTY. The dimensions for each unit and common area are as follows:

Unit	Unit Area (sqm)	Common Area (sqm)	Total Area (sqm)
PT 103	287	10	390
PT 104	184	61	245
PT 105	177	62	249
PT 106	184	62	246
PT 107	177	75	252

LEVEL 5

FOR CLAYTON NOT ALL
COMMON PROPERTY
STRUCTURES ARE GREEN

— DOVER'S 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 : 200

Lengths are 1/2 express

Address: _____

Signature

ORDER NUMBER: 010304 2P

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 & I	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
78	255	Shutters & Pergola	P & L	SK-2A-005 A
79	256	Shutters & Pergola	K & L	SK-2A-005 A
80	257	Shutters & Pergola	P & L	SK-2A-005 A
81	258	Shutters & Pergola	K & L	SK-2A-005 A
82	259	Shutters & Pergola	P & L	SK-2A-005 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
104	352	Shutters & Pergola	K & I	SK-3A-005 A
105	353	Shutters & Pergola	J & H	SK-3A-005 A
106	354	Shutters & Pergola	K & I	SK-3A-005 A
107	355	Shutters & Pergola	J & H	SK-3A-005 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
98	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	

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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	JWT Louvers (NSW) Pty Ltd Drawing No. AD1-0
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

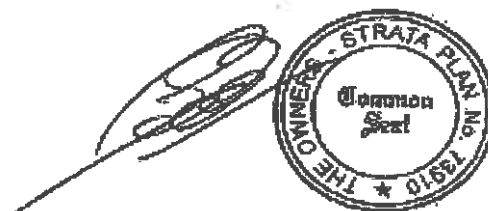
SK-2A-007 A
SK-2A-101 A
SK-2A-102 A
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SK-2A-104 A
SK-2A-105 A
SK-2A-106 A
SK-2A-107 A
SK-2A-108 A
SK-2A-109 A
SK-2A-110 A
SK-2A-111 A
SK-2A-112 A
SK-2A-113 A
SK-2A-114 A
SK-2A-115 A
SK-2A-116 A
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SK-2A-118 A
SK-2A-119 A
SK-2A-120 A
SK-2A-121 A

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SK-2A-122 A
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SK-2A-201 A
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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
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SK-3A-203 A
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SK-3A-205 A
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SK-3A-302 A
SK-3A-401 A
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SK-3A-403 A
SK-3A-404 A
SK-3A-405 A
SK-3A-406 A



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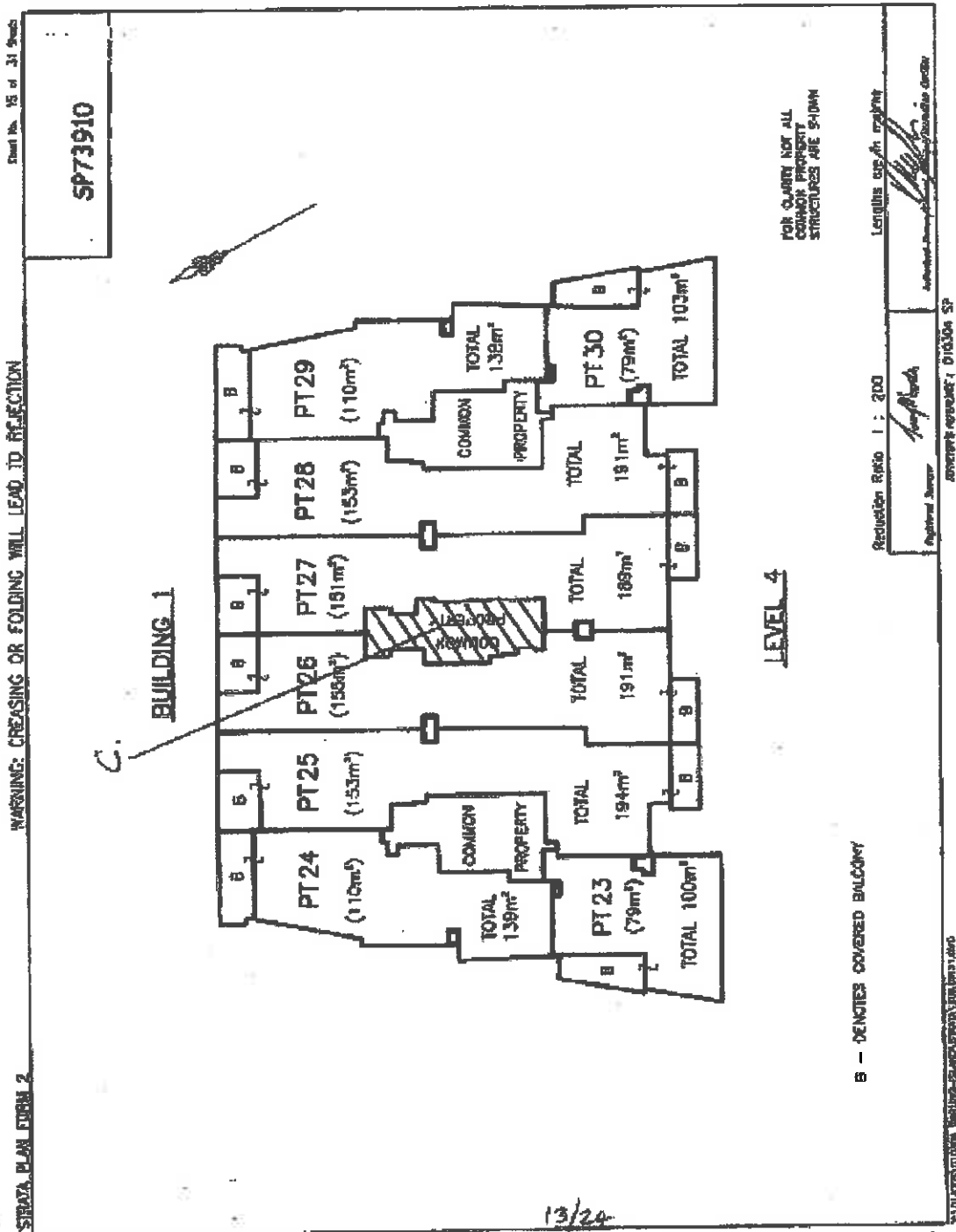
Annexure

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



STRAITS PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP73910

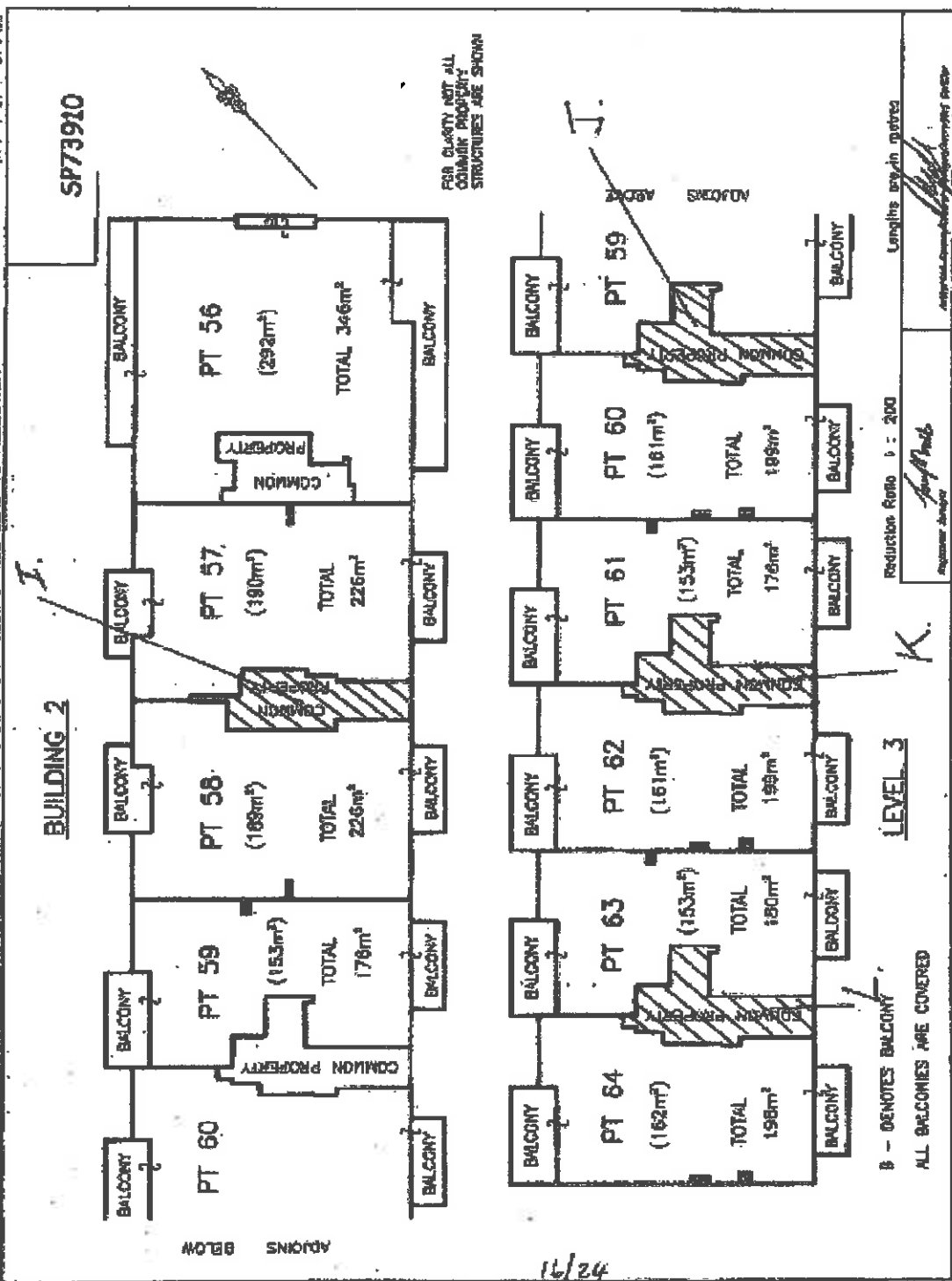
THE SURROUND OF THE TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

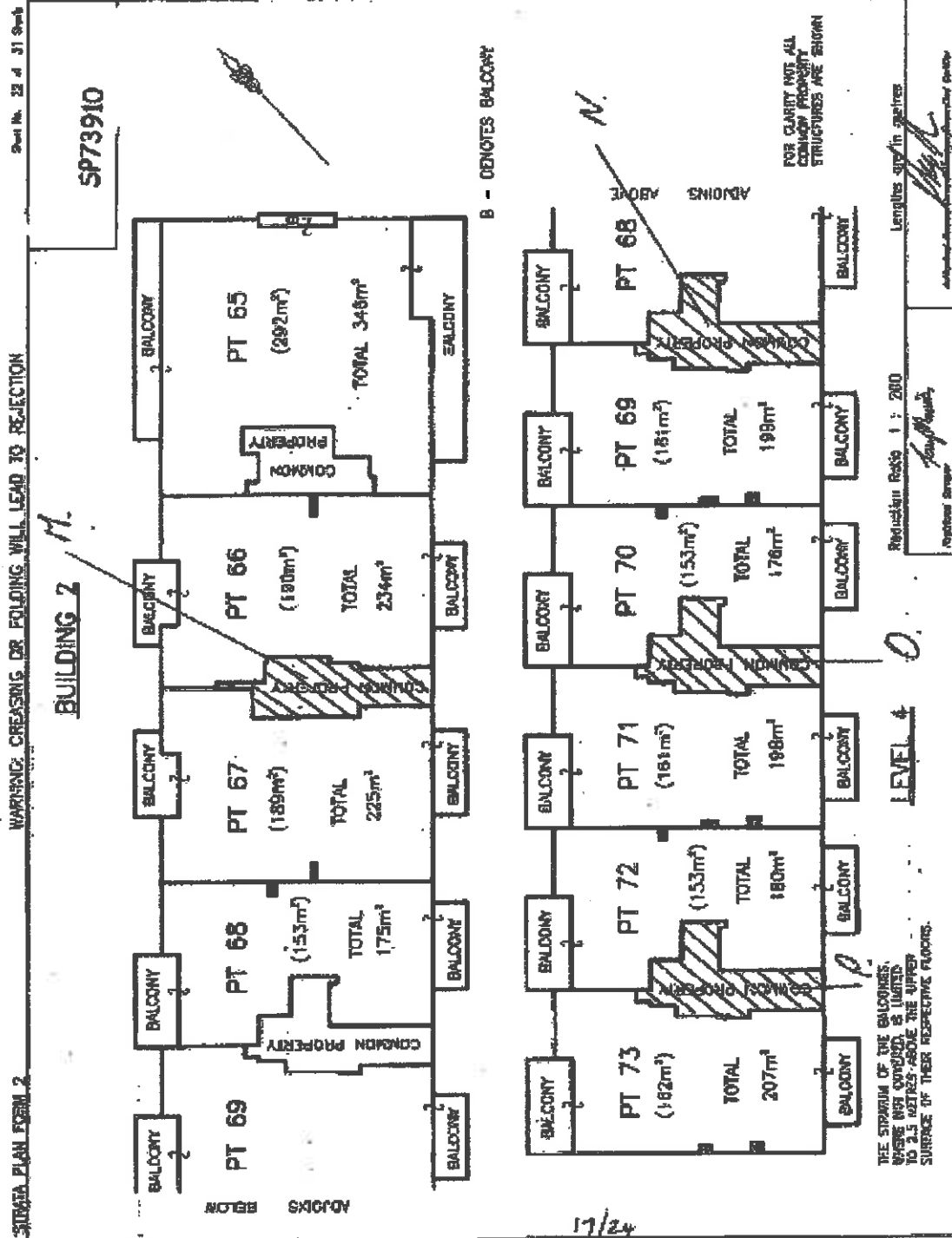
BUILDING 1

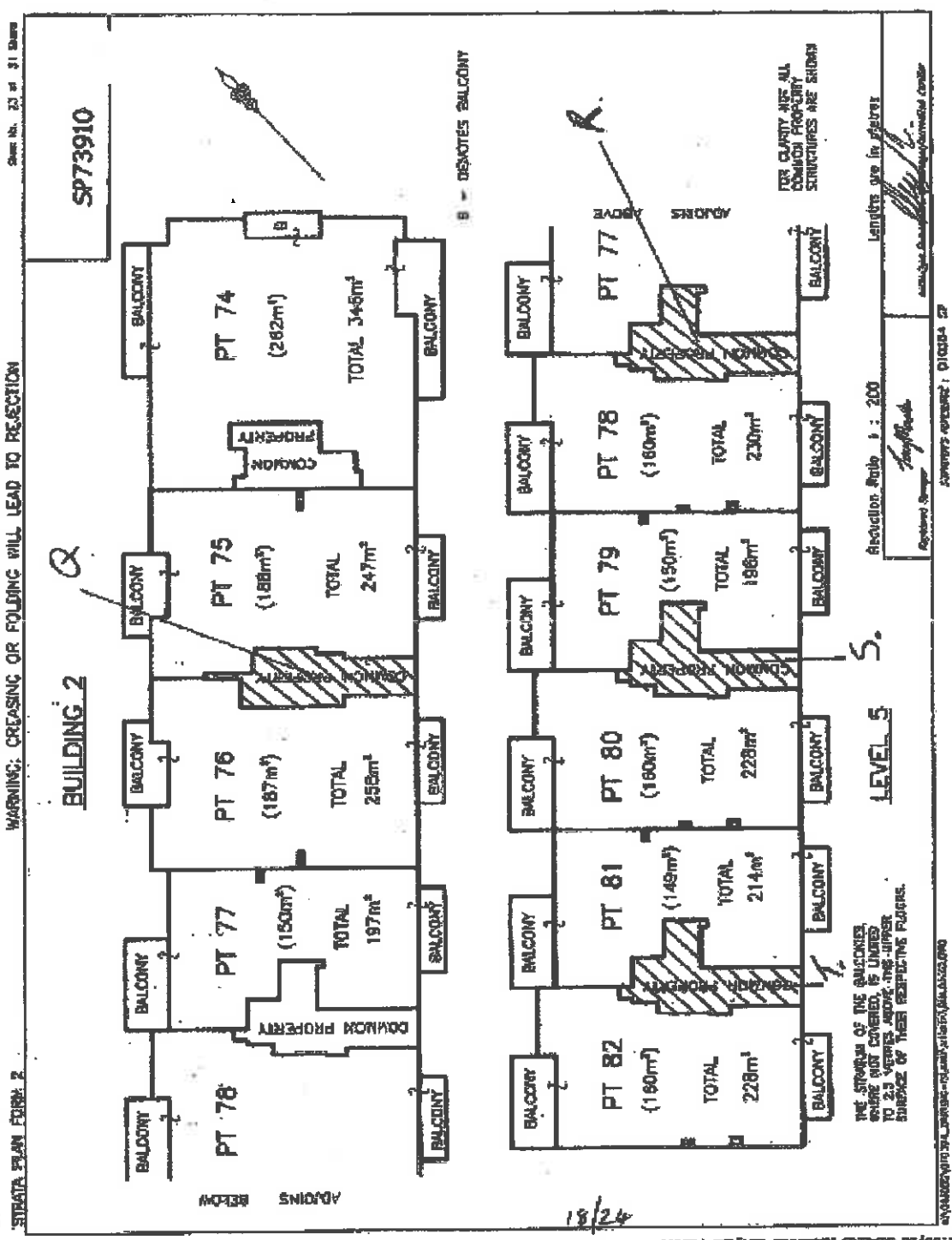
LEVEL 5

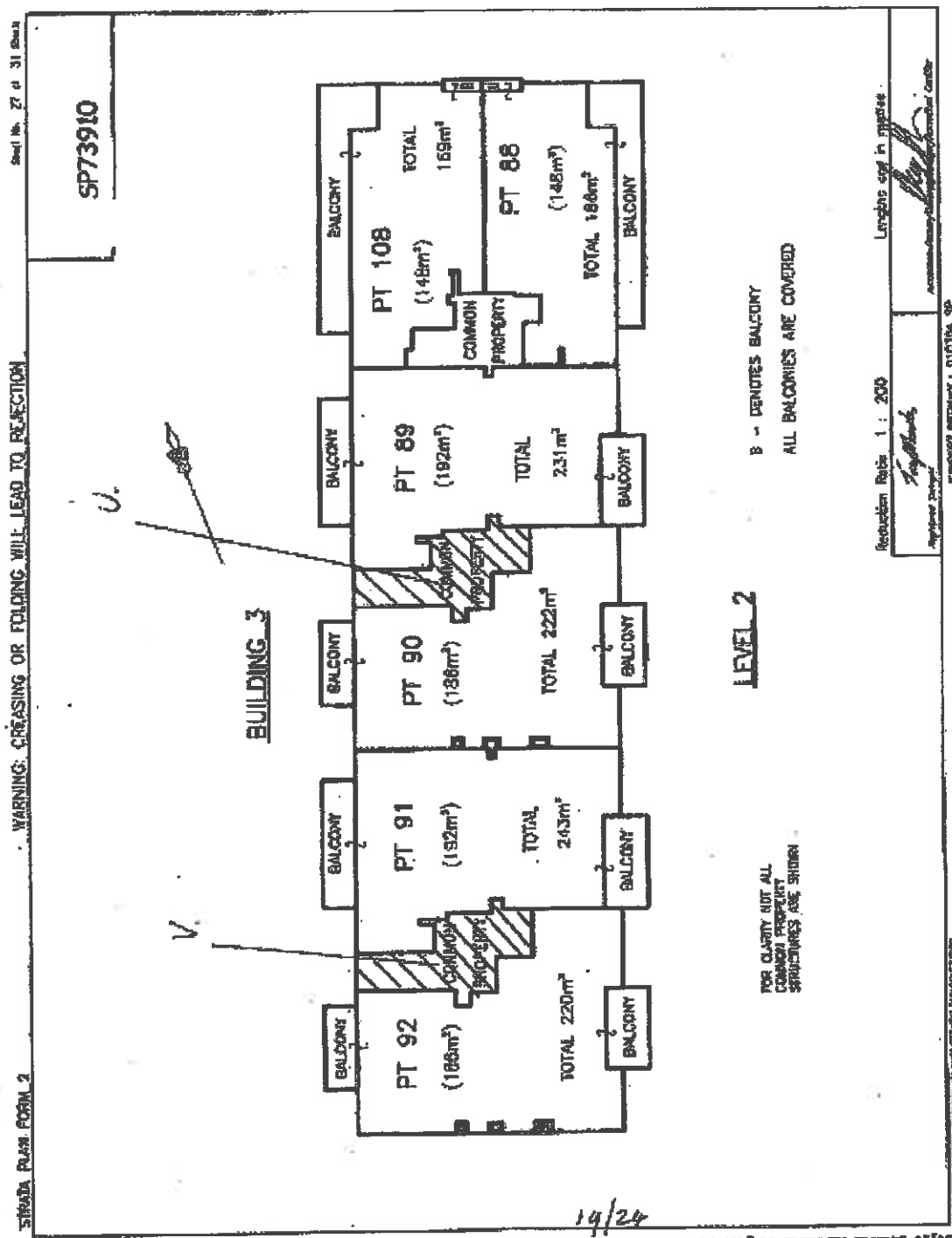
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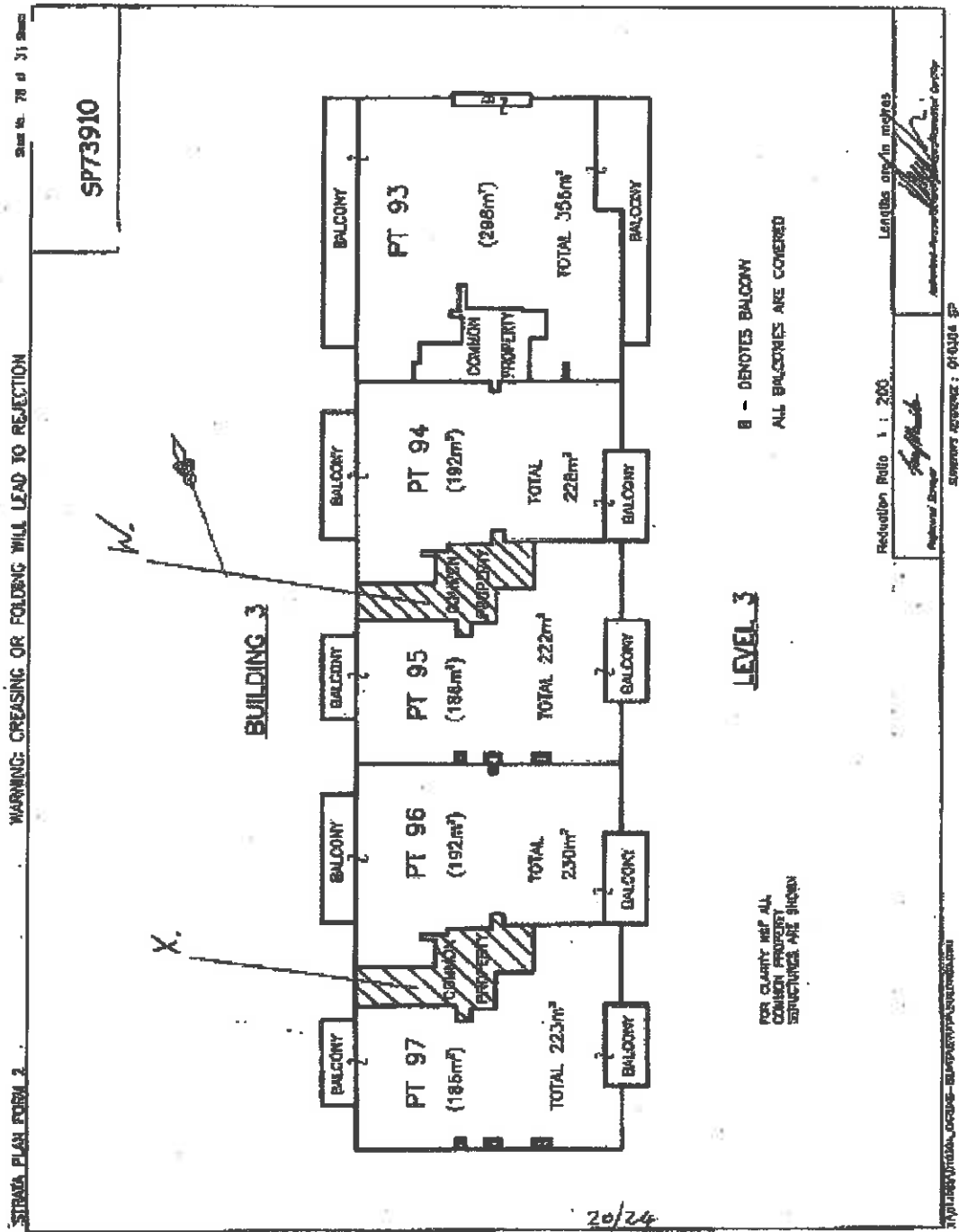
14/24



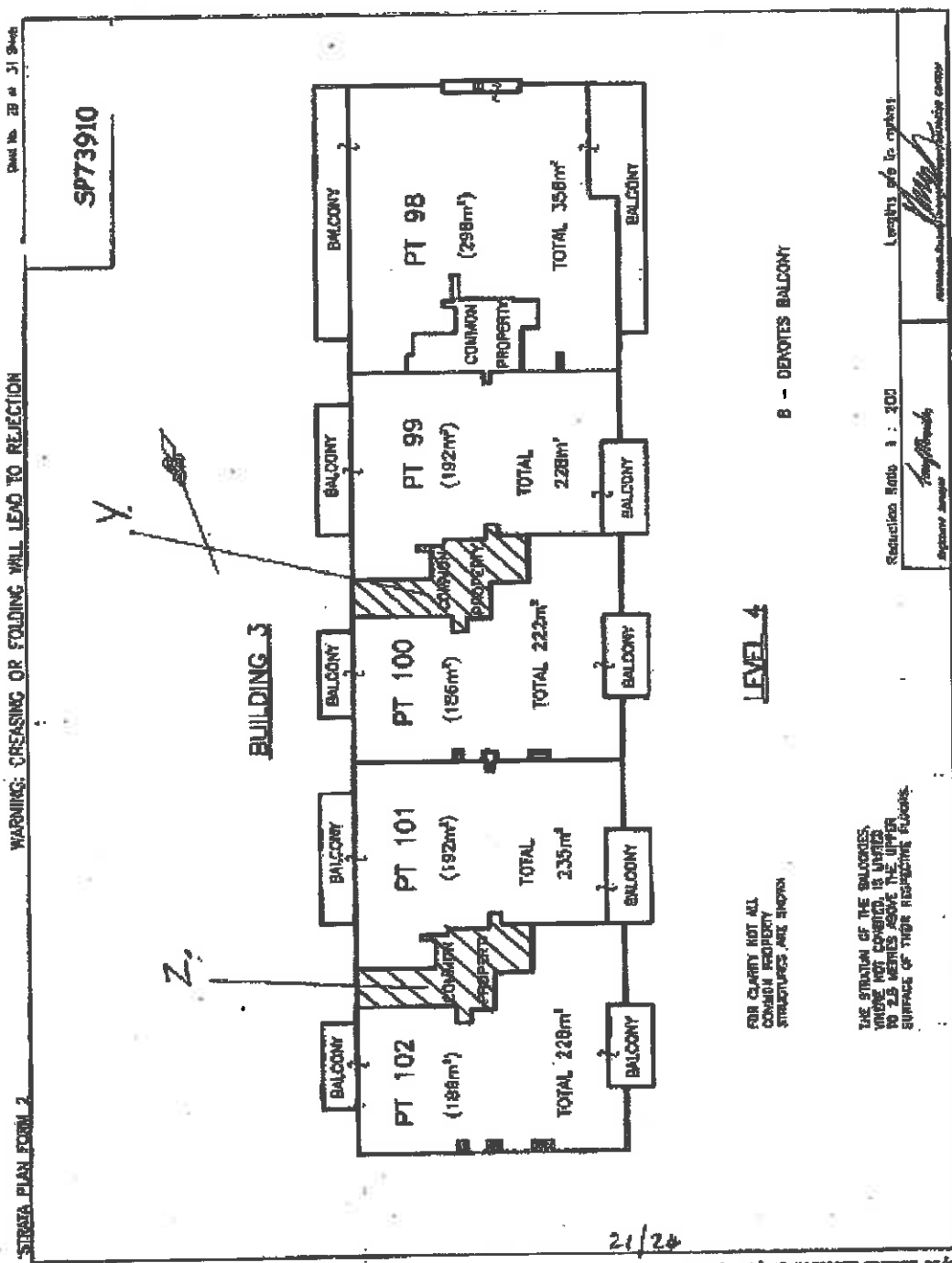








Reg:R764257 /Doc:DL A0274939 /Rev:27-Jul-2020 /NSW LRS /Pgs:ALL /Prt:07-Oct-2020 17:05 /Seq:92 of 133
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Ref:R764257 /Doc:DL A0274939 /Rev:27-Jul-2020 /NSW LRS /Pss:ALL /Frt:07-Oct-2020 17:05 /Seq:93 of 133
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Schedule 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

ABN 22 636 580 790
GPO Box 1501 Sydney NSW 2001 Australia
Town Hall House 456 Kent Street Sydney NSW 2000 Australia
Phone +61 2 9255 9333 Fax +61 2 9255 9229 TTY +61 2 9255 9279
council@cityofsydney.nsw.gov.au www.cityofsydney.nsw.gov.au



16-Feb-2012



or

Mrs V K Wamsleker
151/3 Darling Island Rd
PYRMONT NSW 2009

DEVELOPMENT PROPOSAL

REFERENCE NUMBER D/2012/35

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 porch to accommodate a bedroom extension and construction of new pergola with lounge 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:
CBO Level 2, Town Hall House, 456 Kent St, Sydney. Mon to Fri 9am - 5pm.

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 Buggen on Ph: 9255 9333 or email: assessments@cityofsydney.nsw.gov.au
Yours faithfully

BILL MACKAY
Manager - Planning Assessment

Property owned by addresses: Unit 151/3 Darling Island Road PYRMONT NSW 2009

city of Villages

SYDNEY 2000

darling island
Sydney, Australia
PROJECT NO. 1005742

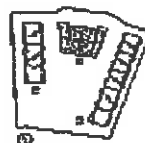
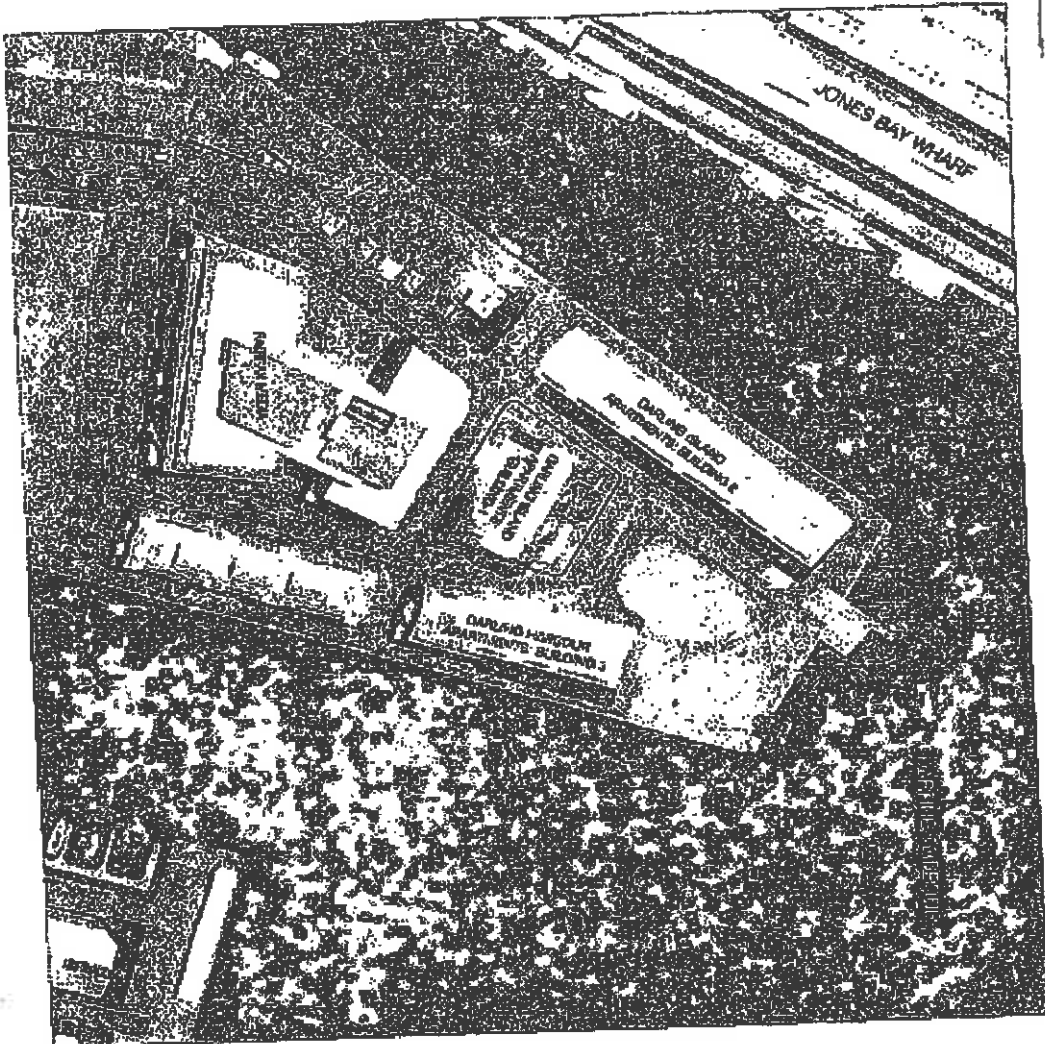
AMENDMENTS TO EXISTING
RESIDENTIAL DEVELOPMENT
UNIT 151
- EXISTING PERGOLA AREA ENCLOSED
- PERGOLA
- LOUIRE SCREENS

DA SUBMISSION

PTW Australia
Level 11, 400 George Street
Sydney NSW 2000 228
T 61 (0)2 9232 1237
F 61 (0)2 9232 1155
www.ptw.com.au
PTW

01 SITE PLAN
 1:1250

DESIGN INTENT ONLY



NOTES
 1. The site is located within the Darling Harbour Precinct, which is a designated area for residential development. The site is bounded by the Darling Harbour Precinct to the north and the Darling Harbour Precinct to the south. The site is bounded by the Darling Harbour Precinct to the east and the Darling Harbour Precinct to the west.

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1. Delineation		SUBMIT		DATE		CHECKED	
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98. Description		DATE		CHECKED		DATE	
99. Description		DATE		CHECKED		DATE	
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DA SUBMISSION

1:350

BUILDING 1 - LEVEL 5

02 SECTION
1: 200

10

SECTION

DESIGN INTENT ONLY

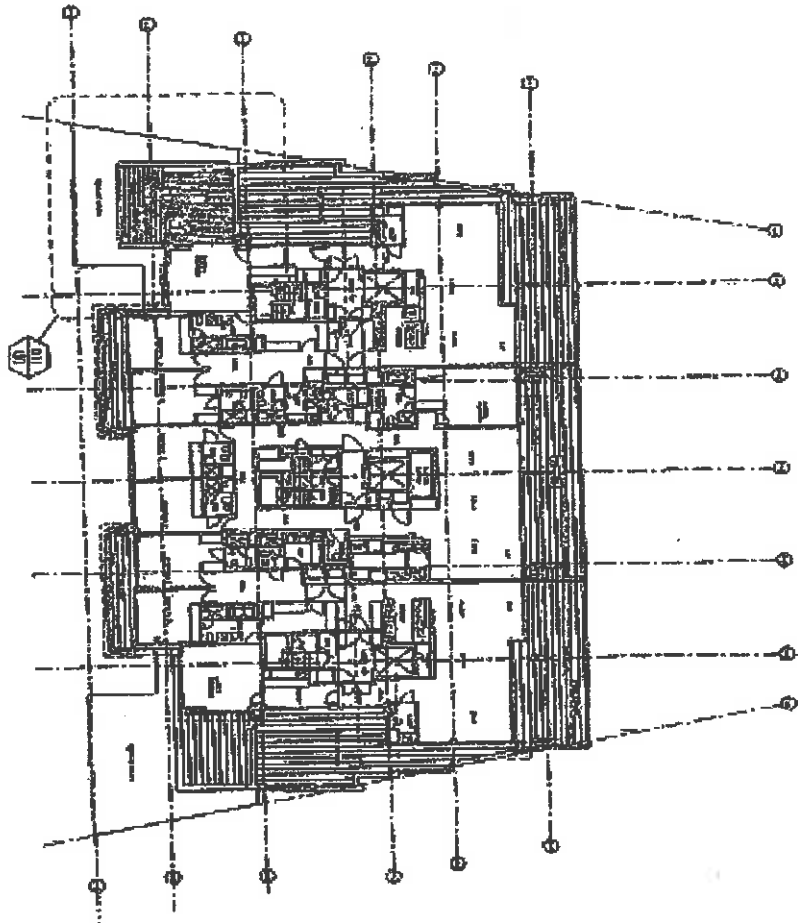
NOTES

See technical requirements
 on pages 1 and 2 of the project manual.
 All items and quantities shall be as shown on the drawings.
 All items and quantities shall be as shown on the drawings.
 All items and quantities shall be as shown on the drawings.

PROJECT DESCRIPTION

RESIDENTIAL DEVELOPMENT UNIT 151
 151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-110

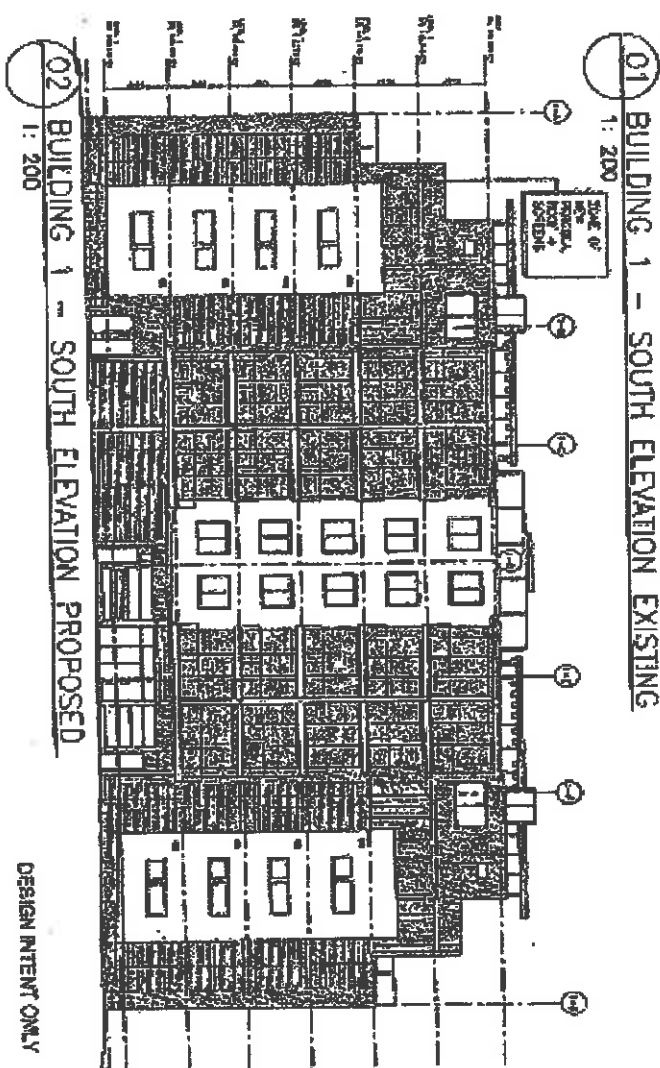
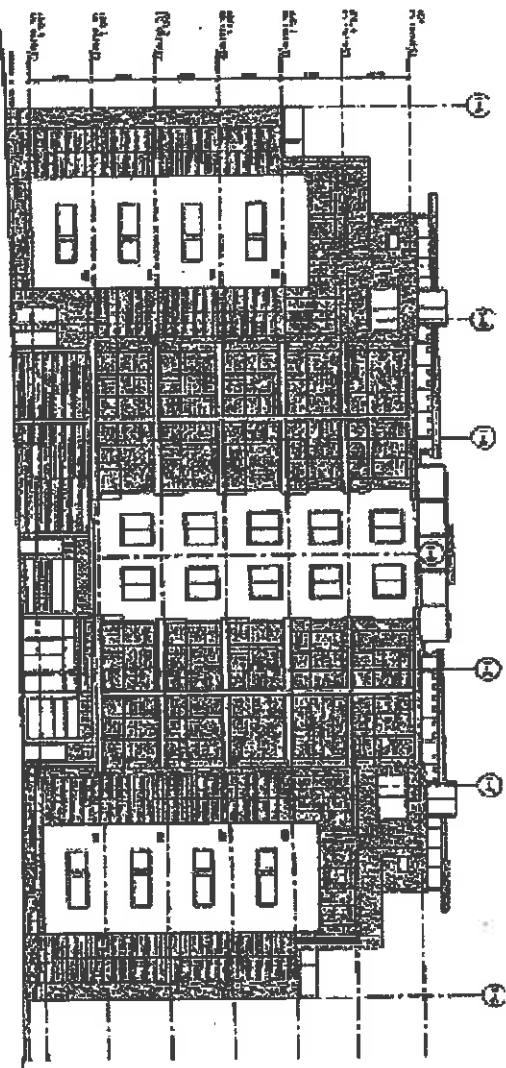
01 BUILDING 1 - LEVEL 6
 R: 250



DESIGN INTENT ONLY

<p>DATE: 07/10/2020 PROJECT: Darling Island CLIENT: NSW Government DESIGNER: PTW REVISION: 1.00</p>	
<p>PROJECT DESCRIPTION: RESIDENTIAL DEVELOPMENT UNIT 151 DARLING ISLAND, SYDNEY RESIDENTIAL DEVELOPMENT UNIT 151 DARLING ISLAND, SYDNEY</p>	
<p>LEVEL 6 PLAN</p>	
DATE:	20/08/2020
PROJECT:	003
REVISION:	A

4/13



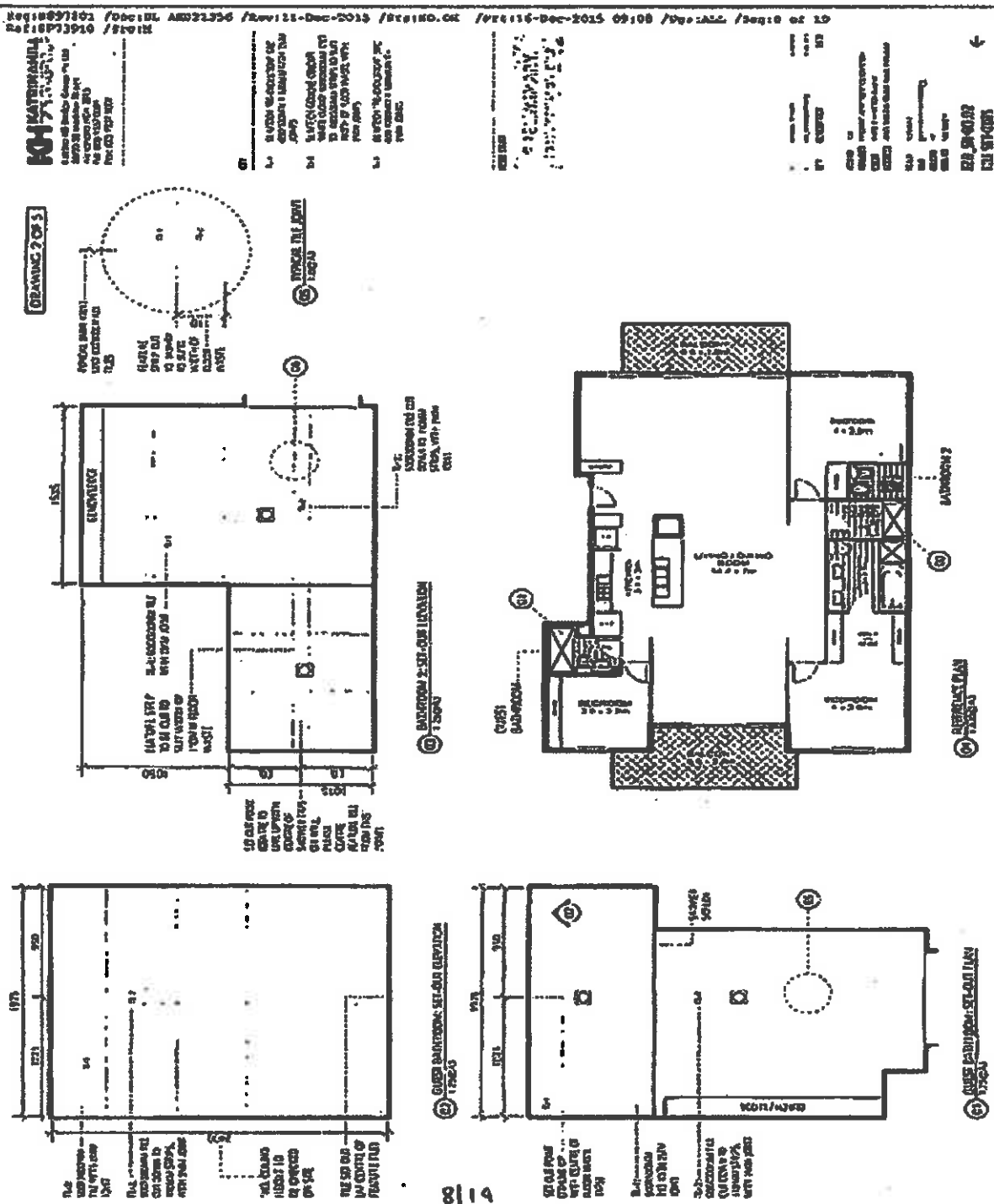
DESIGN PATENT ONLY

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Special By-Law 16

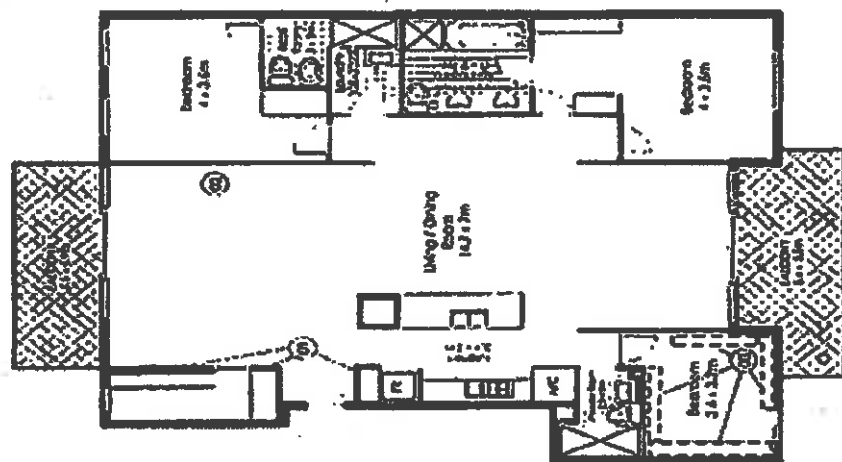
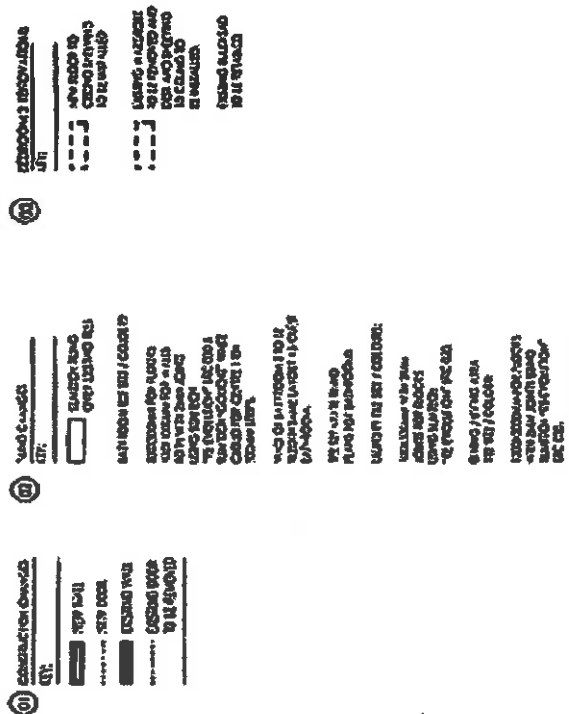
Annexure



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80118297810 /010101 /

DRAWING 3 OF 5

PLAN OF THE HOUSE

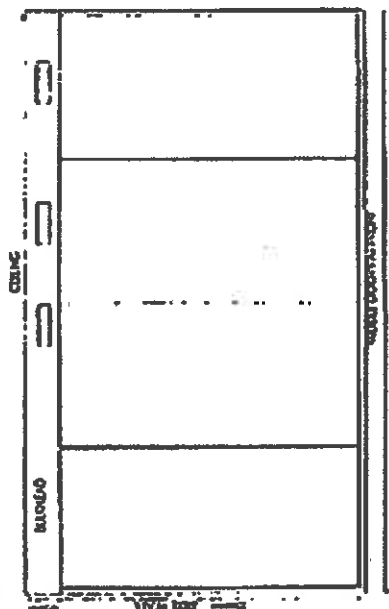


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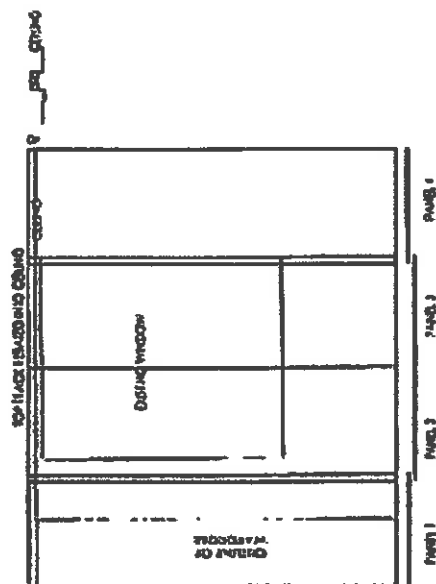
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DRAWING 4 OF 5

⑩ BEDROOM 1 WARDROBE DOORS

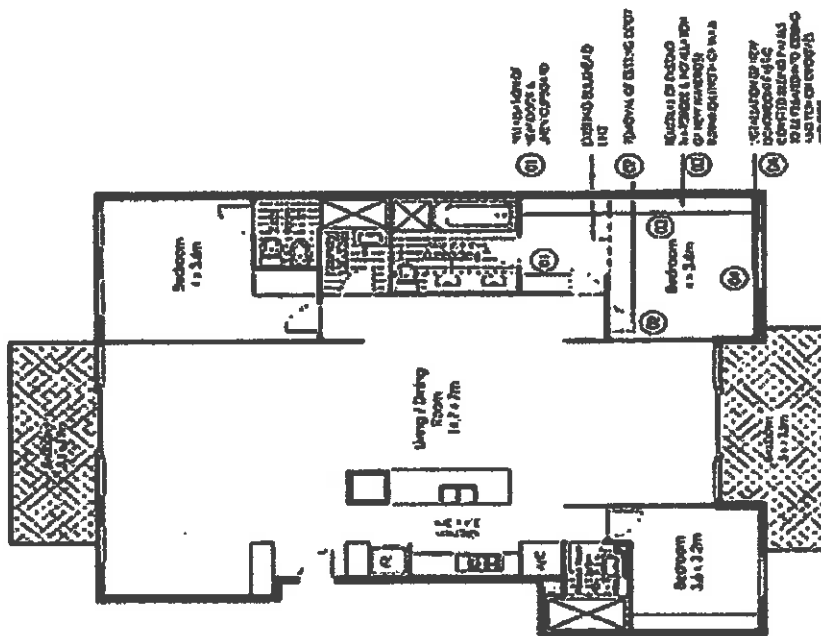


⑪ BEDROOM 1 FABRIC COVERED SLIDING PANELS



PLANS ARE NOT TO SCALE

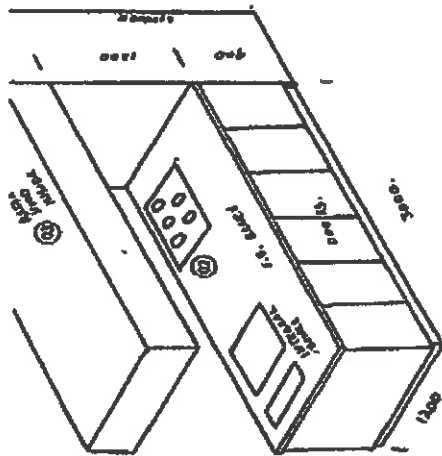
OVERVIEW OF CHANGES TO BEDROOM 1



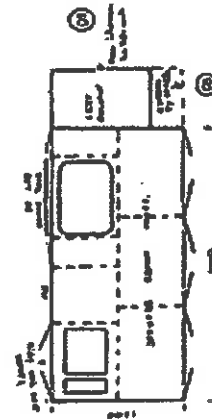
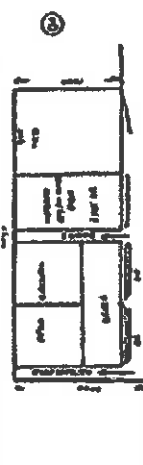
10/19

DRAWING 3 OF 5

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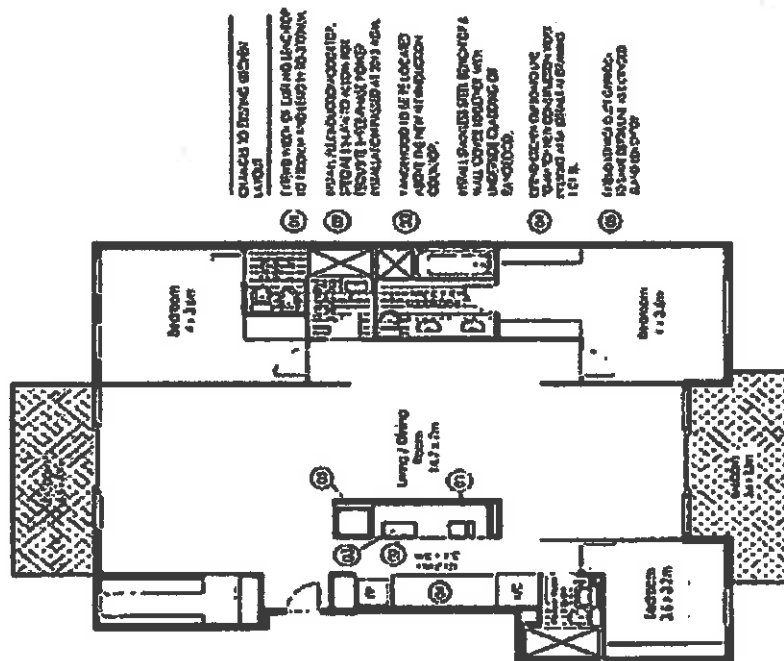


PROPOSED REVISION



PLANS ARE NOW IN SWING

NEWSPAPER PHOTOGRAPHY



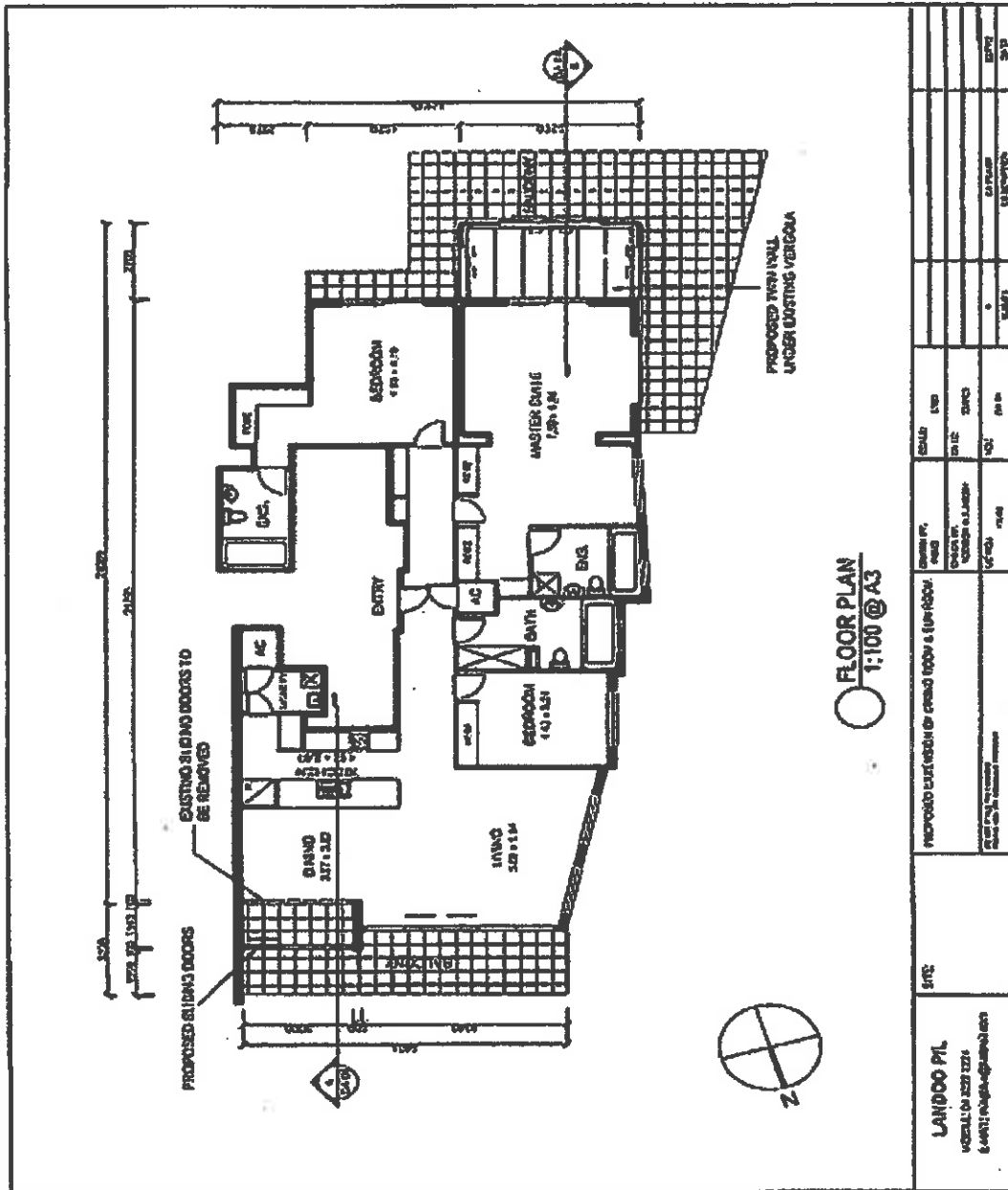
11/19

Special By-Law 17

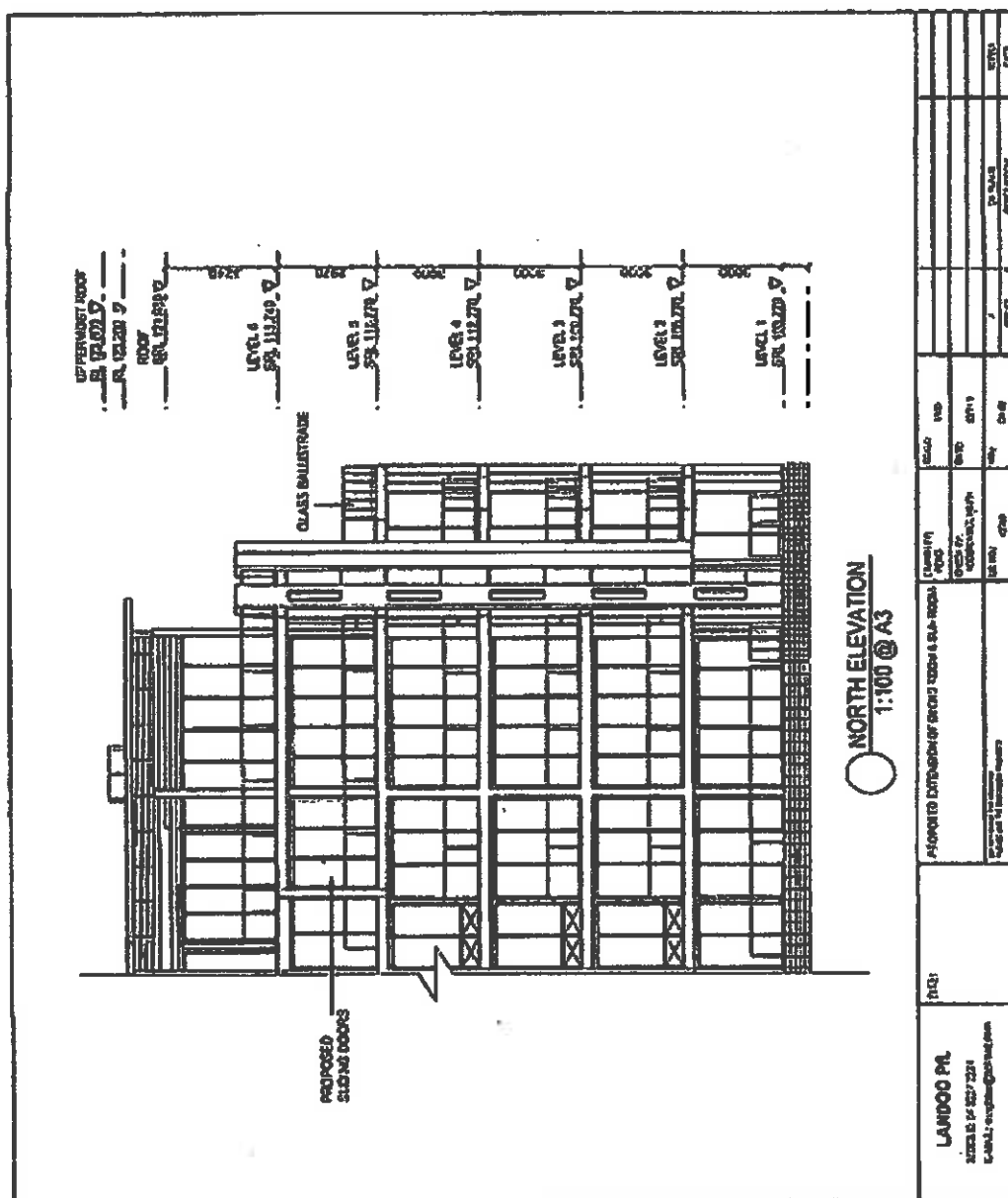
Annexure

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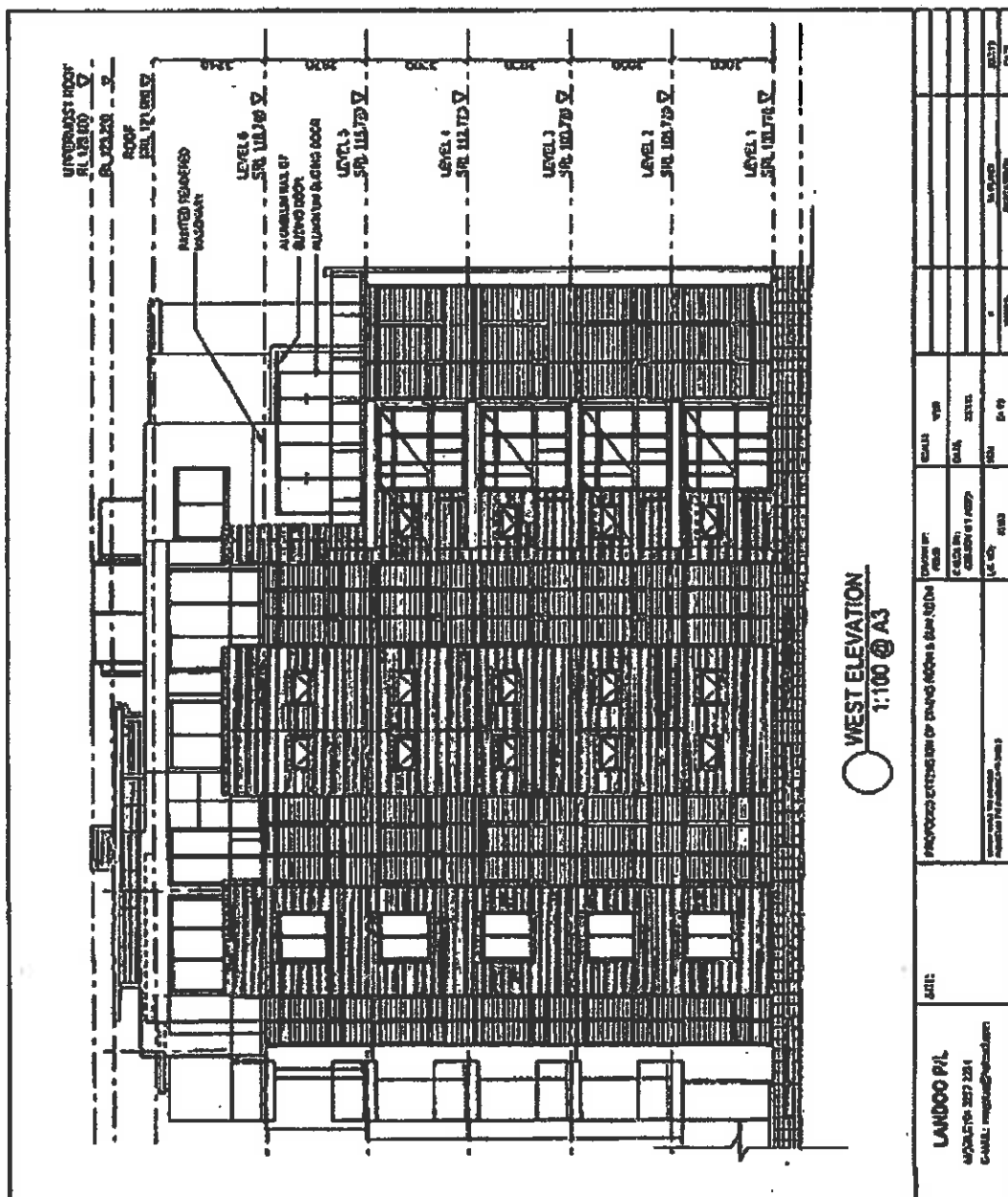
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16/19

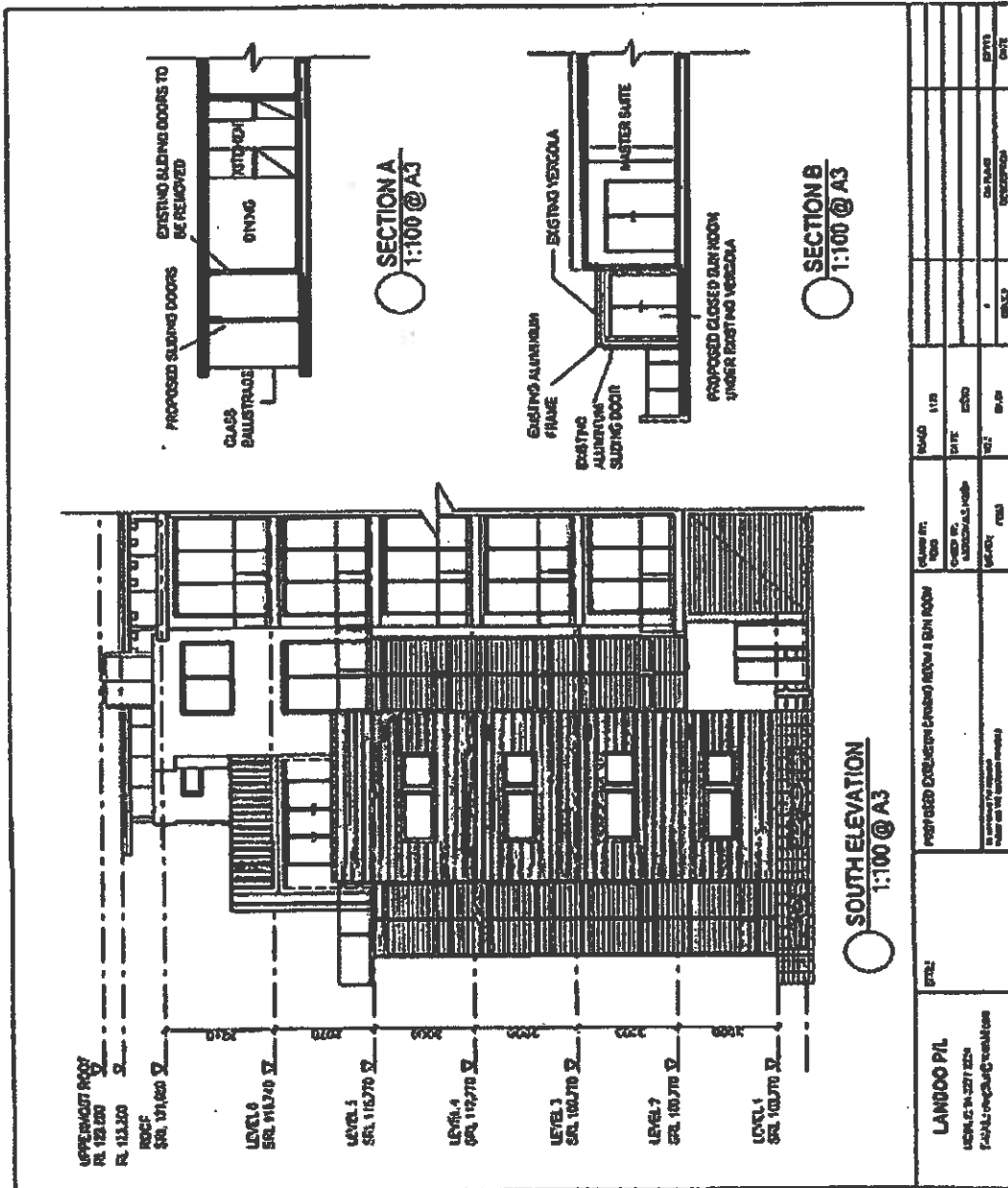


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18/19

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 Ref:R73910 /Src:R



19/19

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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
Cebs 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.

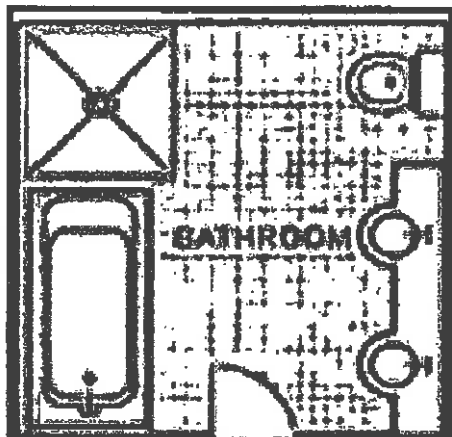
LAUNDRY 2

- 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

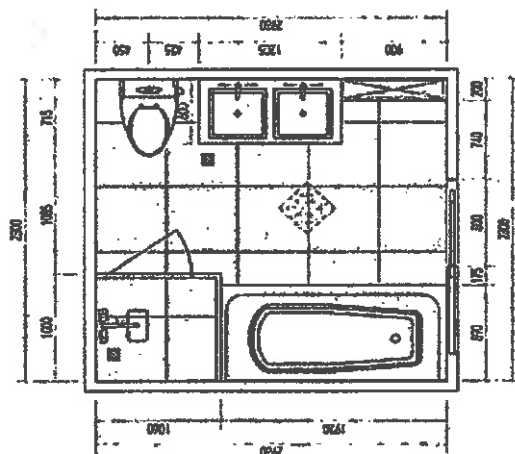
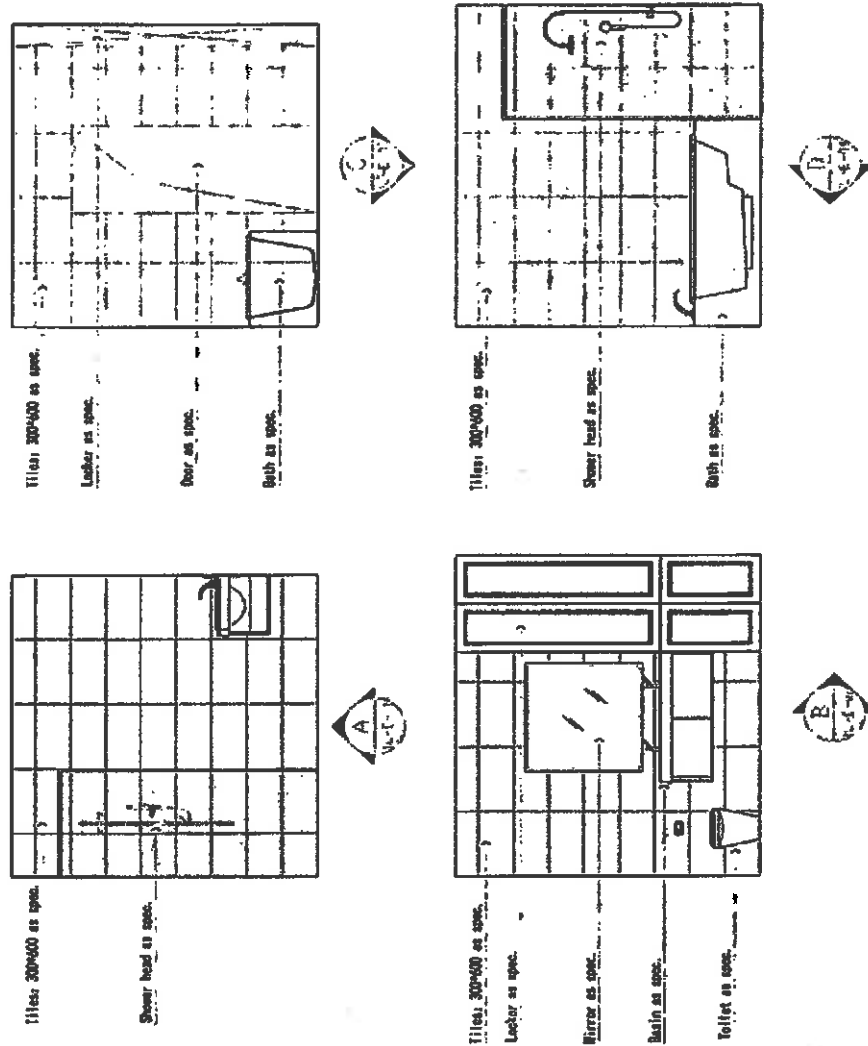
- Reconfiguration of power outlets, light fittings and tapware as required; and
- All associated penetrations, plumbing and electrical connections.

PLANS FOR EXISTING BATHROOM 1 – LOT 96



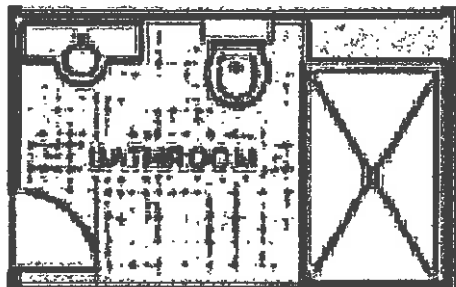
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PLANS FOR NEW BATHROOM 1 – LOT 96



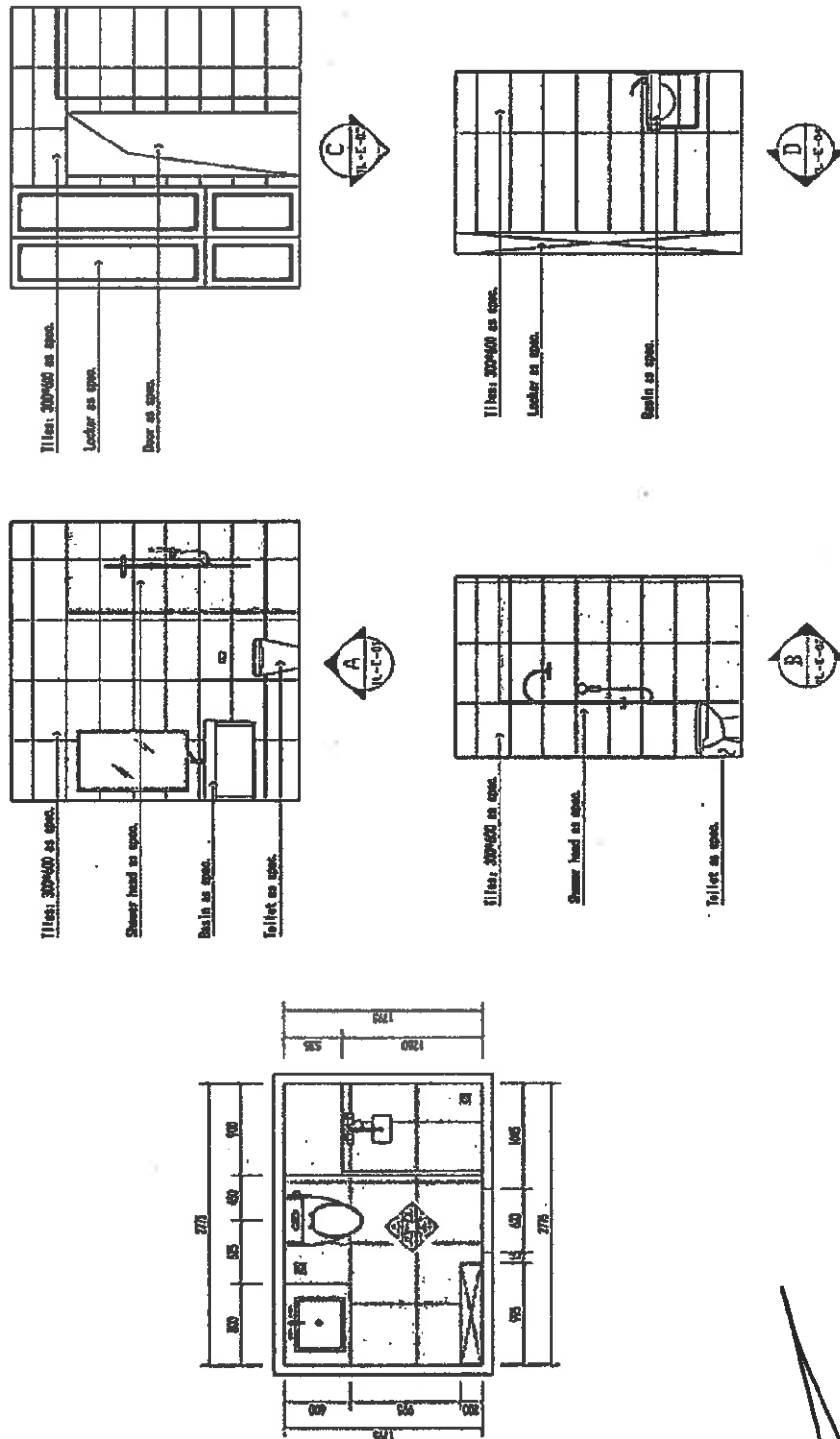
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PLANS FOR EXISTING BATHROOM 2 – LOT 96



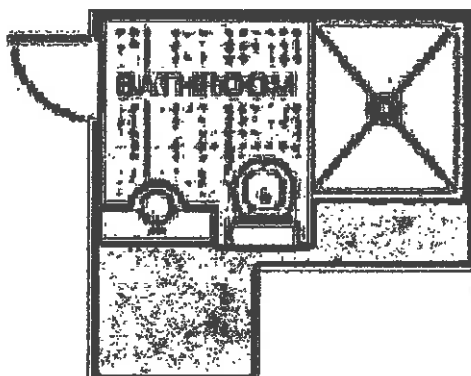
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PLANS FOR NEW BATHROOM 2 – LOT 96



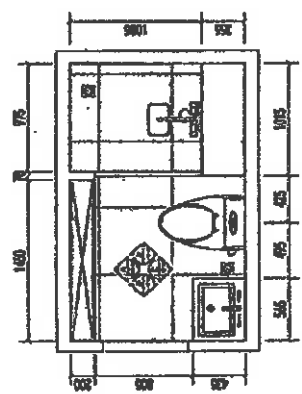
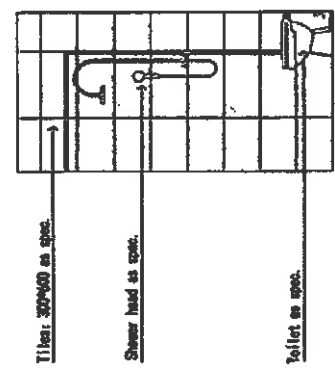
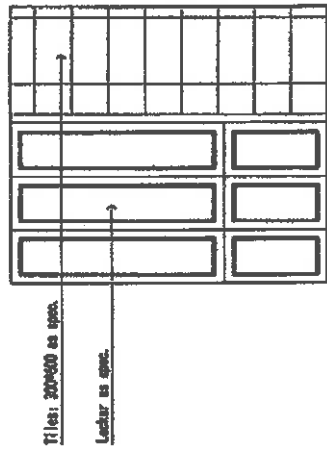
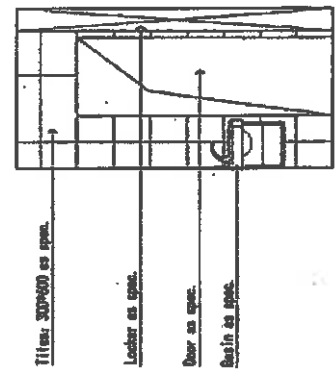
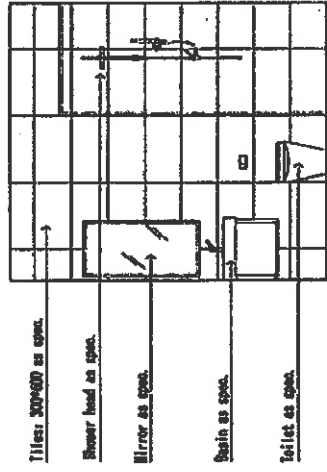
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PLANS FOR EXISTING BATHROOM 3 – LOT 96



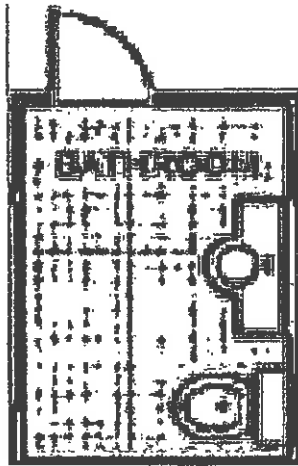
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PLANS FOR NEW BATHROOM 3 – LOT 96



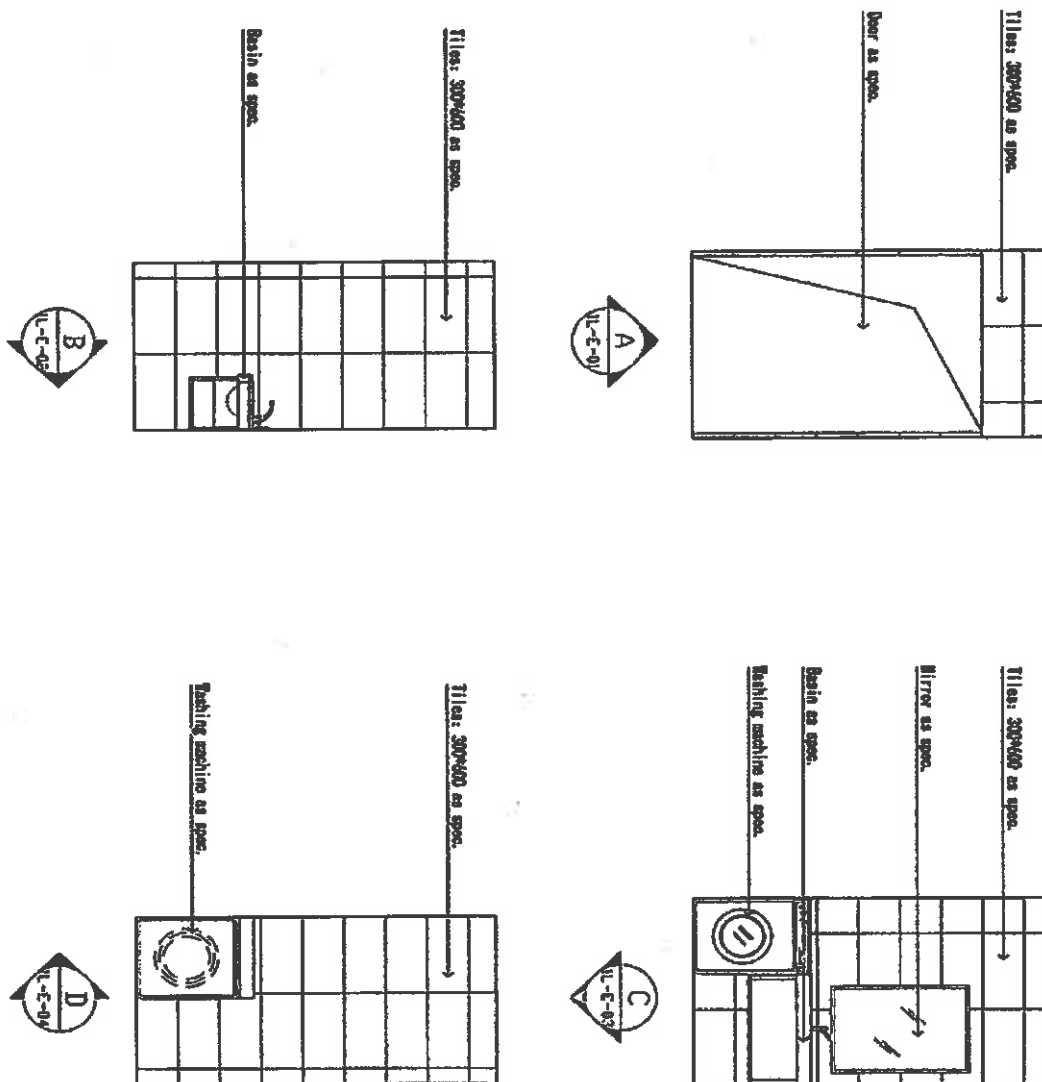
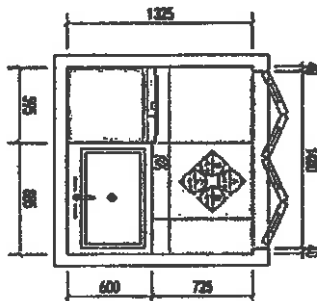
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EXISTING BATHROOM 4 PLANS – LOT 96



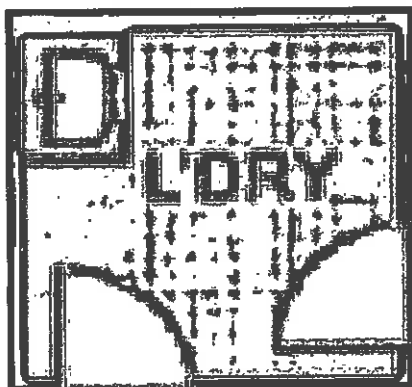
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BATHROOM 4 CONVERSION TO NEW LAUNDRY 1 PLANS – LOT 96



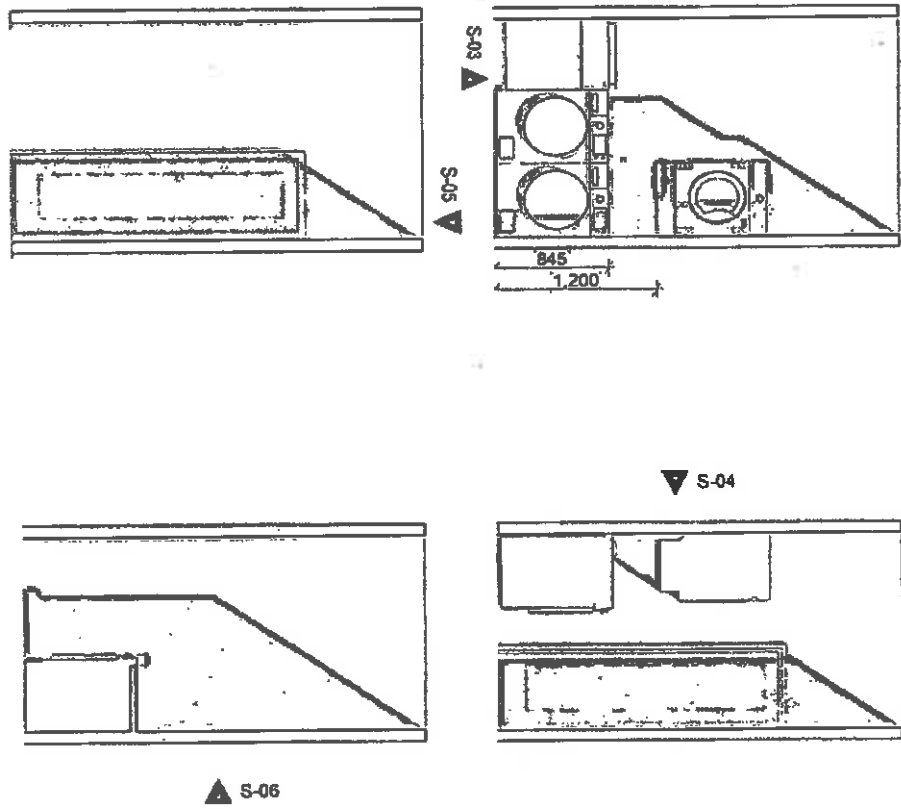
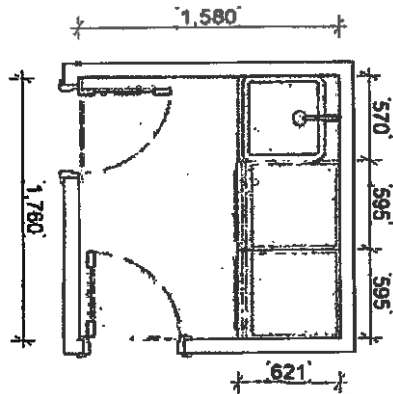
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EXISTING LAUNDRY 1 PLANS - LOT 96



A handwritten signature or mark, possibly a stylized 'S' or 'K', located in the bottom right corner of the page.

LAUNDRY 1 CONVERSION TO NEW LAUNDRY 2 PLANS – LOT 96



Special By-Law 23

Annexure

A handwritten signature in black ink, appearing to be 'J. M.', located in the bottom right corner of the page.

ANNEXURE "A"
SCOPE OF WORKS
102/SP73910

Lot 102

BATHROOM 1

- o Removal of fixtures and fittings including the shower, toilet, and vanities;
- o Installation of new fixtures and fittings including a shower, toilet, and vanities; and
- o Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

BATHROOM 2

- o Removal of fixtures and fittings including the shower, toilet, and vanities;
- o Installation of new fixtures and fittings including a shower, toilet, and vanities, and
- o Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

BATHROOM 3 - ENSUITE

- o Removal of fixtures and fittings including the bathtub, shower, toilet, and vanities;
- o Installation of new fixtures and fittings including a bathtub, shower, toilet, and vanities; and
- o Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

LAUNDRY

- o Removal of fixtures and fittings including the cabinetry and sink;
- o Installation of new fixtures and fittings including cabinetry and sink; and
- o Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.

THROUGHOUT THE LOT

- o Reconfiguration of power outlets, light fittings and tapware as required; and
- o 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



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



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	6697
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.:	2020305990
Certificate Date:	25/09/20
Receipt No:	0160681
Fee:	\$80.00
Paid:	25/09/20

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

A handwritten signature in black ink, appearing to be 'MB' or similar, written over a horizontal line.

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).

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 form 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 2005 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) 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 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

In relation to a coastal council : 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 has 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.

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

Hazard Risk Restriction:

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue 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.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue 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.

Neighbourhood Parking Policy

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

Sydney Harbour Foreshore Authority Act 1998

The provisions of the Sydney Harbour Foreshore Authority Act 1998 apply to the subject land. For more information, contact the Property Officer at Sydney Harbour Foreshore Authority on telephone (02) 9240 8500.

ADVICE FROM OTHER BODIES

Sydney Ports Corporation Advice

Some land in the City of Sydney located in the vicinity of the White Bay, Glebe Island and Darling Harbour ports may be affected by noise from port operations.

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

Planning certificate section 10.7 (2), local planning controls are available 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:

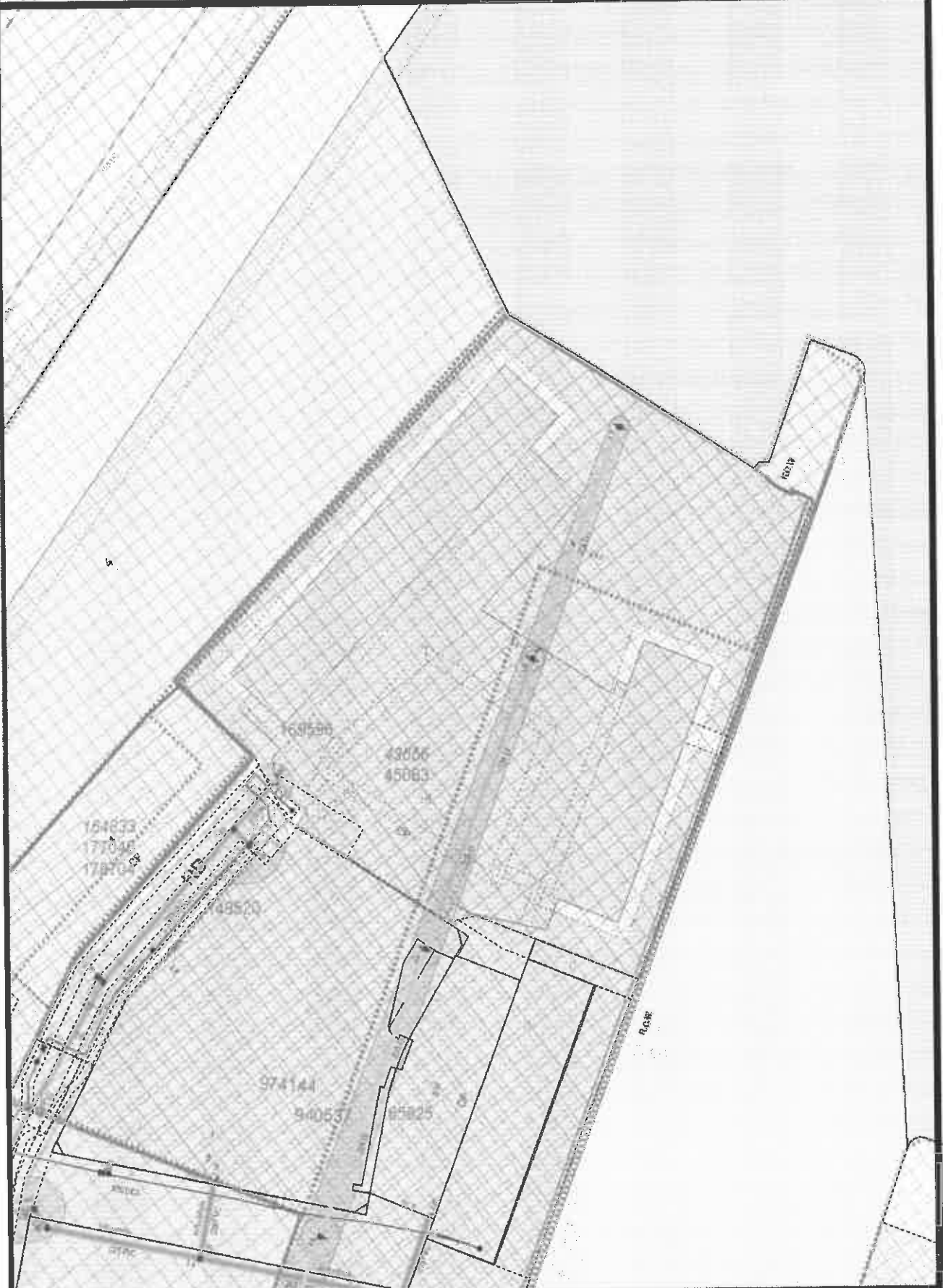
Chief Executive Officer

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.

REQUISITIONS ON TITLE

STRATA TITLE

From:Purchaser's Solicitor.....
 To:Vendor's Solicitor.....
 Re:To:.....
 Property:Date:.....

REQUISITIONS	REPLIES
1. (a) In these requisitions "common property" and "lot" have the meanings as defined in S.5(1) of the Strata Titles (Freehold Development) Act, 1973, "parcel" means land together with improvements and fixtures, "land" means the parcel without improvements and fixtures, "improvements" means improvements and fixtures (b) In requisitions 26 - 38 the references are to provisions of the Strata Schemes Management Act 1996, unless otherwise stated.	
2. When the transaction between our clients is a mortgage, these requisitions should apply by substituting "Mortgagor" for "Vendor" and "Mortgagee" for "Purchaser" wherever appearing in the requisitions.	
3. The replies will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies is inaccurate, will you undertake to inform us of that fact before completion and to furnish in writing the reply considered by you to be appropriate.	
4. (a) Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction? (b) In particular: (i) Is the Vendor under the age of 18 years; (ii) Has any order or declaration been made relating to the Vendor under the Protected Estates Act 1983 or under the Inebriates Act, 1912; (iii) Has the Vendor committed an act of bankruptcy under the Bankruptcy Act, 1966 or has the Vendor been served with a bankruptcy notice, or a bankruptcy petition, or has a sequestration order been made against his estate, or has he entered into an arrangement under Part X of the Bankruptcy Act. (iv) If the Vendor is a company or a corporation, has any resolution, application or order been made for winding up or for the appointment of a receiver or of an administrator? (v) If the answer to any one of (i) to (iv) is otherwise than "No", full particulars should be furnished.	
5. Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the parcel, or common property or the lot being sold?	
6. Is the Vendor aware of any unsatisfied judgments orders or writs of execution which affect the parcel, the common property, or the lot being sold, or bind the Vendor?	
7. Has an order been made or has the Vendor received notice of an application for an order under the Family Provision Act, 1982?	
8. Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	
9. The Vendor should establish that the whole of the subject matter of the sale will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the parcel.	
10. Is the Vendor aware of any latent defects in title to any part of the land or the parcel including pipes or structures beneath the surface of the land?	
11. (a) Has each restrictive covenant, which has been disclosed to the Purchaser, been complied with? (b) Is the Vendor aware of any restrictive covenants, which affect or benefit the land and have not been disclosed to the Purchaser?	
12. (a) Is the Vendor aware of any alterations or additions to the building or improvements erected on the parcel or to any lot made after the date of the certificate issued either under S.317A of the Local Government Act, 1919 or under S.37(1) of the Strata Titles (Freehold Development) Act, 1973? (b) If the answer to (a) is "Yes", please furnish full particulars of the alterations or additions and details of the approval for them having been carried out. (c) Is the Vendor aware of any notice or order under Section 317B(1) or (1A) of the Local Government Act, 1919 or of any notice, order, or intended or threatened action under Chapter 7 Part 2 of the Local Government Act 1993? (d) If the answer to (c) is "Yes", furnish full particulars.	
13. (a) Is there any currently applicable development approval or consent to the use of the parcel? (b) Are there any restrictions on the use of, or development of, the parcel by reasons of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	

REQUISITIONS	REPLIES
<p>14. If a swimming pool is included within the parcel –</p> <p>(a) Was its construction commenced before or after 1 August 1990?</p> <p>(b) Has the erection of the swimming pool been approved under the Local Government Act 1919 or under the Local Government Act 1993?</p> <p>(c) Please furnish details of such approval.</p> <p>(d) Are the access requirements specified in the Swimming Pools Act 1992 and the Regulations under that Act satisfied in respect of the swimming pool?</p>	
<p>15. Is the Vendor aware of the land being subject to any proposal or order under the Coastal Protection Act, 1979?</p>	
<p>16. Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977?</p>	
<p>17. Is the whole or part of the parcel within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961?</p>	
<p>18A. If the property is a "dwelling" within the Builders Licensing Act, 1971, in respect of building work carried out between 2 April 1973 and 20 March 1990 –</p> <p>(a) Has any building work been commenced on the land after 2 April 1973?</p> <p>(b) Did the building work include a swimming pool, garage or other structure erected after 1 March 1977?</p> <p>(c) If the answer to (a) or (b) is "Yes" furnish the name, address and the licence number of the builder and the date of the agreement with him relating to the building work.</p>	
<p>18B. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 21 March 1990?</p> <p>(b) If so, please furnish details of the BSC Comprehensive Insurance or BSC Special Insurance protection which applies to that work under Part 6 of the Home Building Act 1989.</p>	
<p>18C. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 1 May 1997?</p> <p>(b) If so, please furnish details of insurance in respect of that work in accordance with S.92 of the Home Building Act 1989.</p>	
<p>19. (a) Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land?</p> <p>(b) If the answer to (a) is "Yes", furnish particulars, including any rights existing in favour of any person or authority.</p>	
<p>20. (a) Are the rain-water downpipes carrying the roof water connected to the sewer?</p> <p>(b) If the answer to (a) is "Yes", it should be shown that permission was obtained and proper provision made before completion for the discharge of roof water.</p>	
<p>21. (a) To whom do the boundary fences belong?</p> <p>(b) Are there any party walls?</p> <p>(c) If the answer to (b) is "Yes" specify what rights are held in respect of each party wall.</p> <p>(d) Is the Vendor aware of any dispute regarding boundary or dividing fences, party walls or encroachments?</p> <p>(e) Is the Vendor aware of the owners corporation having received any notice, claim or proceeding under the Dividing Fences Act, 1991 or under the Encroachment of Buildings Act, 1922 or in respect of any nuisance or other matter relating to the parcel or its use?</p>	
<p>22. Is the Vendor aware of any of the following affecting the whole or part of the parcel:</p> <p>(a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser?</p> <p>(b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the parcel?</p> <p>(c) Any notice of resumption or intended resumption?</p> <p>(d) Any proposal to re-align or widen any road which is adjacent to the parcel?</p> <p>(e) Any proposal by any public or statutory authority?</p> <p>(f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the parcel?</p> <p>(g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which will be recoverable from the Purchaser?</p> <p>(h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?</p>	
<p>23. (a) Is the Vendor liable to pay land tax?</p> <p>(b) Is the lot subject to any charge for land tax for the current year or any past year?</p> <p>(c) If the answer to (a) or (b) is "Yes", all land tax should be paid and the land should be released from the charge before completion.</p> <p>(d) Is any amount due to any other local or public authority which is a charge over the parcel or the lot?</p>	
<p>24A. If the lot is sold subject to vacant possession –</p> <p>(a) Is any person in adverse possession of any part of the lot?</p> <p>(b) The Vendor should remove from the lot before completion all moveable chattels which are not included in the sale.</p>	
<p>24B. If the lot is sold subject to any tenancy, in respect of each tenancy –</p> <p>(a) Is the tenancy as is disclosed in the contract or as has been indicated in writing to the Purchaser?</p>	

REQUISITIONS	REPLIES
<ul style="list-style-type: none"> (b) If the answer to (a) is "No", furnish particulars of any new or different tenancies other than those disclosed and furnish a copy of the lease. (c) Has there been any change in lease terms in respect of a tenant whose tenancy has been disclosed to the Purchaser? (d) If the answer to (c) is "Yes", furnish particulars and a copy of any new lease. (e) On completion all leases should be handed over to the Purchaser together with notice of attornment. (f) Rental should be apportioned on completion, but the Purchaser shall not be obliged to allow any adjustment for arrears of rent. (g) In respect of any rental bond for commercial premises the amount of the bond should be allowed on completion or if deposited with some financial institution control over it should be vested for the period after completion in the Purchaser in lieu of the Vendor. (h) In respect of each rental bond deposited with the Rental Bond Board, on completion the appropriate authority duly completed and signed by the Vendor or the managing agent (as is required) will be handed over to the Purchaser to enable the Purchaser or his agent to be recognised after completion as the lessor in respect of that rental bond. (i) If there is any guarantee in respect of the lessee's obligations under any lease or tenancy agreement, the benefit of that guarantee should be assigned on completion to the purchaser. 	
<p>24C In respect of premises leased for residence –</p> <ul style="list-style-type: none"> (a) Was the dwelling-house in the course of erection at, or did its erection commence after 16 December 1954? (b) If the answer to (a) is "No", furnish particulars of the basis on which the premises are excluded from Parts II or V of the Landlord and Tenant (Amendment) Act, 1948 and furnish copies of any lease whose registration with the Rent Controller is relied on for that purpose. (c) Did the tenant enter into occupation after 1 January 1986 under a lease entered into after that date? (d) In respect of prescribed premises, what is the latest determination of fair rent and is there any current application to determine or to vary the fair rent? (e) Current agreements under section 17A of the Landlord and Tenant (Amendment) Act, 1948 should be produced to the Purchaser before completion and found to have been effectively executed attested and registered in accordance with that section. (f) Has any order been made under Section 6 of the Landlord and Tenant (Amendment) Act, 1948? (g) Is any part of the premises "special premises" within section 6A of the Landlord and Tenant (Amendment) Act, 1948? 	
<p>24D. (a) In respect of any of the tenancies</p> <ul style="list-style-type: none"> (i) was any certificate given under S.16(3) of the Retail Leases Act 1994; (ii) was a disclosure statement given to the tenant under the Retail Leases Act 1994; (iii) was any document served on the tenant under the lease, which concerns the rights of the landlord or the tenant after completion; (iv) was any document served by the tenant under the lease, which concerns the rights of the landlord or the tenant after completion? <p>(b) If the answer to any of 24D(a)(i)–(iv) is "Yes", please furnish particulars, forward copies of each certificate, statement or document, and the original should be handed over on completion.</p>	
<p>25. If it is provided in the contract, the existing telephone service should be left at the premises at settlement, to enable the Purchaser to become the subscriber of that service.</p>	
<ul style="list-style-type: none"> (a) At the time of completion the Vendor should be recorded as the owner of the lot on the strata roll (b) On completion duly completed notices should be furnished to the Purchaser under S.118 relating to the Vendor and other interests recorded on the strata roll which should cease on or before completion. 	
<ul style="list-style-type: none"> (a) Is the Vendor aware of any amendment or any current proposal for the amendment of the by-laws which are not disclosed in the contract? (b) If the answer is "Yes", please furnish details. (c) Is the Vendor aware of any breach by the Vendor or by any occupier of the lot being sold of the current by-laws or of S.116 or S.117? 	
<ul style="list-style-type: none"> (a) Has the initial period expired? (b) Is the Vendor aware of conduct by the owners corporation contravening S.50 or S.113 taken during the initial period? 	
<p>29. Is the Vendor aware of any action taken or current proposals regarding:</p> <ul style="list-style-type: none"> (a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property? (b) The transfer, lease or dedication of common property or of additional common property? (c) The vesting in an owner of the exclusive use of part of common property? (d) The creation or release of any easement or restriction as to user? (e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme? 	
<p>30. If a lot included in the sale is a utility lot, please furnish particulars of the conditions restricting its user.</p>	
<p>31. (a) Is the Vendor aware of work carried out or proposed to be carried out by the owners corporation on or in relation to the common property or the lot being sold?</p>	

REQUISITIONS	REPLIES
<p>(b) If the answer to (a) is "Yes", please furnish particulars of the work and indicate whether the Vendor has paid for any part of the work or whether it is recoverable from the Vendor under S.63.</p> <p>(c) Is the Vendor aware of any notice served by a public authority or by the local council requiring the owner of any lot (including the Vendor) to carry out work on or in relation to that lot?</p>	
<p>32. (a) Has any part of the common property or any lot been resumed?</p> <p>(b) Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?</p>	
<p>33. (a) Please furnish full particulars of all current insurance policies held by the owners corporation in respect of the building erected on the parcel and the property or liability of the owners corporation.</p> <p>(b) The owners corporation should hold insurance policies in compliance with Chapter 3 Part 4 Divisions 2 and 3.</p> <p>(c) Is the Vendor aware of any application or order pursuant to Chapter 5 Part 4 Division 3?</p> <p>(d) Is the Vendor aware of any current or proposed claim by the owners corporation or by the Vendor under any insurance policy covering the common property or any lot?</p>	
<p>34. Please furnish particulars of:</p> <p>(i) The administrative fund.</p> <p>(ii) Any sinking fund.</p> <p>(iii) The Vendor's liability for current levies by the owners corporation, including towards the administrative fund and the sinking fund</p> <p>(iv) Is any amount payable by the Vendor to the owners corporation in respect of any right of exclusive use or enjoyment of any part of the common property?</p> <p>(v) Is there any outstanding liability of the owners corporation or the Vendor under S.241?</p> <p>(vi) Is the Vendor indebted for any pecuniary penalty or order for costs under Chapter 5 which is a charge on the lot being sold?</p>	
<p>35. (a) Has a strata managing agent been appointed?</p> <p>(b) If the answer is "Yes", please furnish the name, address and particulars of the powers, authorities, duties and functions delegated to the strata managing agent.</p>	
<p>36. (a) Is the Vendor aware of any current application, order or interim order under Part V of the Strata Titles (Freehold Development) Act or under Chapter 5 of the Strata Schemes Management Act which relates to the Strata Scheme, the common property or the lot being sold, affecting the owners corporation, the Vendor or the occupier of the lot?</p> <p>(b) If the answer is "Yes", please furnish full particulars.</p> <p>(c) Is the Vendor aware of any appeal, or any order for variation or revocation in respect of such an order?</p>	
<p>37. Is the Vendor aware of:</p> <p>any actual, contingent or expected liabilities of the owners corporation which, when aggregated and apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one per centum of the price of the lot sold by the Vendor (but excluding from that calculation any such liabilities which are</p> <p>(1) fully covered by a contribution levied prior to the date of this agreement under Chapter 3 Part 3 Division 2;</p> <p>or</p> <p>(2) normal operating expenses and are the subject of a contribution to the Administrative Fund)?</p>	
<p>38. Not less than 7 days prior to completion the Vendor shall furnish to the Purchaser, at the Purchaser's expense, a certificate under S.109.</p>	
<p>39. If there is no special completion address stated in the contract, please advise where the Vendor requires completion to occur.</p>	

Solicitor for Vendor



MR STEVEN M GILHOOLEY
C/- TONY MAW
ANM LAWYERS SUITE 803 LEVEL 8
55 CLARENCE STREET
SYDNEY NSW 2000

Our reference: 7118429059148

Phone: 13 28 66

25 September 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello STEVEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410454183630
Vendor name	STEVEN MAURICE GILHOOLEY
Previous Vendor name	
Vendor address	UNIT 31 81 POINT STREET PYRMONT NSW 2009
Clearance Certificate Period	25 September 2020 to 28 September 2021

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone +61 2 6216 1111 and ask for 13 28 66 between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Revenue

Enquiry ID
Agent ID
Issue Date
Correspondence ID
Your reference

3330821
81429403
25 Sep 2020
1712988581
6697

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S73910/15	Unit 131, 3 DARLING ISLAND RD PYRMONT 2009	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

- * Overseas customers call +61 2 7808 6906
Help in community languages is available.

Form: 07L

Licence: 03-10-195

Licensee: Gadens Lawyers

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

LEASE
New South Wales
Real Property Act 1900



AB75646Y

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
29-10-2004 0002266427-015
SECTION 171(1)
DUTY \$ *****2.00

(A) **TORRENS
TITLE**

Property leased:

15/SP **S P 73 9 1 0**

(B) **LODGED BY**

Delivery
Box **46X**

Name, Address or DX and Telephone

LAWPOINT GALLOWAYS

Phone: (02) 9233 1011 Fax: (02) 9232 6491

Reference (optional): **2400257 SX14**

CODE

L

(C) **LESSOR**

Sydney Harbour Foreshore Authority of 66 Harrington Street, The Rocks

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. 2. 3.

(E) **LESSEE**

Darling Island Sydney Pty Limited ACN 094 300 231

(F)

TENANCY:

- (G) 1. **TERM** 99 years
2. **COMMENCING DATE** The date of registration of Strata Plan No. **S P 73 9 1 0**
3. **TERMINATING DATE** 99 years after the Commencing Date
4. **With an OPTION TO RENEW** for a period of **15** set out in
5. **With an OPTION TO PURCHASE** set out in
6. **Together with and reserving the RIGHTS** set out in
7. Incorporates the provisions or additional material set out in **Annexure "A"** hereto
8. Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered in the Department of Lands, Land and Information Property Information Division No. 1.
9. The **RENT** is set out in clause 2.1 of Annexure "A" No. of

SH

DN

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:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of lessor - see page 16 for execution

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:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee - see page 16 for execution

(I) STATUTORY DECLARATION *

I,
Solemnly and sincerely declare that -

1. The time for the exercise of
2. The lessee under that lease has not exercised the option.

in expired No. ended;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at

On

in the State of New South Wales

in the presence of -

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness: *[tick one]*

- ☐ Justice of the Peace
- ☐ Practising Solicitor
- ☐ Other *[specify]*

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"A"

This is Annexure "A" to the lease dated between Sydney Harbour Foreshore Authority as lessor and Darling Island Sydney Pty Limited as lessee

1 Interpretation

Definitions

- 1.1 The following words have these meanings in this Lease, unless a contrary intention appears:

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 designed "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 part) erected in the Parcel or which contains the Parcel.

By-Laws means the by-laws of the Owners Corporation.

Common Property means the common property in the Strata Scheme.

Common Property Lease means the lease of the Common Property.

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

Environmental Legislation means the requirements of all laws (whether Commonwealth, state or common law), regulations, rulings or standards concerning environmental matters including but not limited to the laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances and resource allocation.

Land means Lot 18 in DP1072418.

Landlord means Sydney Harbour Foreshore Authority, its successors and assigns permitted under section 34 of the Development Act and where appropriate in the context its agents, employees, invitees and licensees.

Lease means this lease.

Lot means the lot in the Strata Scheme subject to this Lease and referred to on the cover sheet of this Lease as the "Premises".

Management Act means the Strata Schemes Management Act 1996.

Minister means the Minister of the Department of Infrastructure, Planning & Natural Resources.

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.

Rates, Taxes and Levies means all rates, taxes, assessments, charges, duties and fees imposed by any Authority and levies imposed by the Owners Corporation under the Management Act in respect of the Lot together with any interest, fines and penalties in connection with any of 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.

Tenant is defined on the coversheet of this lease and includes its successors and assigns and where appropriate in the context means its agents, employees, officers, sub-tenants, invitees, licensees, concessionaries and those persons who at any time are under the control of, and in or on the lot, 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 Lot 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 any improvements, structures, plant, equipment, machinery, fixtures and fittings, including all articles and items constructed, installed or brought into the Lot and owned or leased by or licensed to the Tenant.

Term means the term of this Lease being 99 years commencing and terminating on the respective dates referred to on the cover sheet of this Lease.

1.2 In this Lease, unless the contrary intention appears:

- (a) a reference to this Lease 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 thing includes the whole and each part of it; and
- (i) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

1.3 Headings are inserted for convenience and do not affect the interpretation of this Lease.

Exclusion of implied covenants and powers

1.4 The covenants and powers implied in every lease by virtue of sections 84, 84A, 85, 133, 133A and 133B of the Conveyancing Act 1919 will not apply or be implied in this Lease except to the extent they are included in the provisions of this Lease.

Landlord's position as an authority

1.5 The Tenant acknowledges that nothing in this Lease in any way restricts or otherwise fetters the Landlord's statutory discretion as to the use of its statutory powers as a statutory authority under the Development Act or all relevant Acts.

Provisions to be construed as covenants

1.6 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

1.7 Unenforceability of a provision of this Lease does not affect the enforceability of any other provision.

2 Rent, Rates, Taxes and Levies

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 Levies

- 2.2 The Tenant must pay on time Rates, Taxes and Levies.

Services

- 2.3 The Tenant must pay on time all charges for electricity, gas, water and other services which are separately assessed in respect of the Lot.

3 Use of the Lot

Tenant to comply with laws

- 3.1 The Tenant must at its expense promptly comply with all laws relating to the Lot including and any requirements, notices and orders of any Authority except to the extent that responsibility for compliance is imposed by law on the Owners Corporation.

Tenant to notify damage

- 3.2 The Tenant must promptly give written notice to the Owners Corporation of damage to the Lot or of damage to the Common Property in the immediate vicinity of the Lot.

Landlord not liable for fire control

- 3.3 The Landlord is not responsible for the adequacy of any fire alarm or sprinkler system or fire emergency programme in the Parcel.

Use

- 3.4 The Tenant must not use the Lot other than for residential use without the written consent of the Landlord.

Cleaning

- 3.5 The Tenant must keep the Lot clean and free from rubbish.

Environmental Control

- 3.6 The Tenant must comply with all Environmental Legislation.
- 3.7 The Tenant indemnifies the Landlord from and against all claims and demands and liability of any kind which may arise out of any non-compliance by the Tenant, its agents or employees with the requirements of Environmental Legislation.

4 Maintenance, Repair and Works

Good repair

- 4.1 The Tenant must keep the Lot in good and serviceable repair having regard to the age of the Lot and the effect of fair wear and tear.

Renovation and Refurbishment Works

- 4.2 The Tenant may renovate or refurbish the Lot and the Tenant's Property in accordance with any requirements, restrictions and prohibitions set out in the By-Laws and Governmental Agencies.

5 Quiet Enjoyment

Tenant's quiet enjoyment

- 5.1 Subject to clauses 5.2, 5.3 and 5.4 the Tenant while duly and punctually observing the Tenant's Covenants is entitled to peaceably possess and enjoy the Lot 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 Lot 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); and
 - (c) because the Lot is in an entertainment precinct, the Lot is exposed to water and road traffic on a 24 hour basis; and
 - (d) the waterways surrounding the Lot and wharves in Darling Harbour, Cockle Bay and Jones Bay are used for commercial shipping activities including, without limitation, in the case of the wharves the loading and unloading of cargo and passengers ("shipping activities") on a 24 hour basis; and
 - (e) the events, activities, festivals or shipping activities may temporarily interfere with the Tenant's quiet enjoyment of the Lot.
- 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.

6 Insurance

Tenant to insure

The Tenant must effect and maintain a policy to indemnify the Landlord in respect of its liability under clause 8.2(b) for an amount of \$2 million for any one occurrence or for any other amount which the Landlord reasonably prescribes.

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 Lot for purposes associated with the Landlord's right of entry under the Common Property Lease.

Landlord may rectify

- 7.2 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.

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 Lot.

Release and indemnity by Tenant

- 8.2 Without limiting clause 8.1, the Tenant:
- (a) agrees to occupy, use and keep the Lot at its own risk; and
 - (b) 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:
 - (i) 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 Lot and in respect of loss of or damage to the Tenant's Property; and
 - (ii) 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

- 8.3 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(b).

Negligence or default of Landlord

- 8.4 Despite any other provision in this clause 8, the releases, responsibilities and indemnities contained in this clause 8 do 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

- 8.5 The obligations of the Landlord 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 Transfer

Transferee to notify Landlord

- 9.1 Immediately after a transfer of this Lease, the transferee must advise the Landlord of the name and address for service of the transferee.

Transferor's obligations terminate

- 9.2 From the date of transfer of this Lease, the obligations of the transferor to the Landlord under this Lease terminate except in respect of any breach of the Tenant's Covenants existing at the date of the transfer.

Acknowledgment

- 9.3 The Landlord and Tenant acknowledge that this Lease does not restrict the Tenant's right to transfer, charge or otherwise deal with or dispose of the Tenant's interest under this Lease.

Landlord may transfer

- 9.4 The Landlord may at any time during the Term transfer or assign its interests in this Lease to any instrumentality of the New South Wales Government provided that the transferee or assignee:
- (a) has the necessary powers and assets to enable it to perform the Landlord's obligations under this Lease;
 - (b) is a prescribed authority under the Development Act; and
 - (c) is acquiring the entirety of the Landlord's rights, title and interest in the Land.

10 Common Property Lease

- 10.1 The Tenant must not do anything to prevent:
- (a) compliance by the Owners Corporation with the Common Property Lease; or
 - (b) the exercise by the Landlord of the Landlord's rights under the Common Property Lease.
- 10.2 The Tenant must:
- (a) comply with the By-Laws; and
 - (b) use reasonable endeavours to ensure that an Occupier complies with the By-Laws.

11 Yielding Up

Vacate

- 11.1 On the expiry or earlier termination of this Lease, the Tenant must vacate the Lot and leave the Lot in a condition consistent with compliance with the Tenant's Covenants.

Removal of Tenant's Fixtures

11.2 The Tenant:

- (a) may, at or prior to the expiry or earlier termination of this Lease; and
- (b) must, if required by the Landlord at or immediately following the expiry or earlier termination of this Lease,

remove from the Parcel and the Building all the Tenant's Fixtures and must:

- (c) do so without damaging the Parcel or the Building; and
- (d) immediately make good any damage which occurs.

Tenant's Fixtures not removed

- 11.3 The Landlord, to the extent that the Tenant does not comply with clause 11.2(b), may remove and dispose of any items not removed by the Tenant, as if those items were the property of the Landlord.
- 11.4 The Tenant indemnifies the Landlord for any damage, expense, loss or liability suffered or incurred by the Landlord in respect of clause 11.3.

12 General

Tenant not agent or Landlord

12.1 The Tenant must not:

- (a) in connection with the Lot 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 Lot is managed or supervised by the Landlord or the Minister; or
- (b) not act as or represent itself to be the agent of the Landlord.

- 12.2 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

- 12.3 No waiver by the Landlord of any breach of any covenant, obligation or provision in this Lease contained or implied will operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied.

-
- 12.4 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.

Costs

- 12.5 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.

Tenant to Pay Cost of Work

- 12.6 Whenever the Tenant is obliged or required under this Lease to do or effect any act matter or thing, the doing of the act, matter or thing will, unless the Lease otherwise provides, be at the sole risk cost and expense of the Tenant.

No Merger

- 12.7 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

- 12.8 Any consent or approval of the Landlord which the Tenant requires under this Lease to do or execute any act, matter or thing must be in writing and must be given (whether conditionally or unconditionally) or withheld by the Landlord acting reasonably and no later than 30 days after a proper request has been made by the Tenant.
- 12.9 Consents or approvals by the Landlord may be signed by the authorised officer or any other person authorised by the Landlord for that purpose from time to time.

Easements

- 12.10 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.

- 12.11 The Tenant must not object to the establishment of any rights referred to in clause 12.10 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

- 12.12 The Tenant is not entitled to claim any freehold interest in the Parcel or the Lot 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

- 12.13 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 Lot at any time during the term.

Supervening Legislation

- 12.14 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

- 12.15 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

- 12.16 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

- 12.17 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 must not object to that work.

Notices

- 12.18 Without prejudice to any other means of service, any notice, demand requisition, consent or election required to be served will be sufficiently served on the Tenant if signed by an authorised officer for the time being of the Landlord his or her delegate and:

- (a) if served personally; or
- (b) if left addressed to the Tenant; or
- (c) if forwarded by prepaid post addressed to the Tenant,

at the address shown in this Lease or such other address as the Tenant may from time to time notify the Landlord in writing. A notice sent by post shall be deemed to be given at the time when it ought to be delivered in due course of the post.

Interest on Money Due

- 12.19 The Tenant must pay the Landlord on demand interest on any money due to the Landlord under this lease from when it becomes due for payment, during the period that it remains unpaid, 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

- 12.20 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.

13 Disputes

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.

EXECUTED as a deed

Execution page

Executed by the 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:

.....
Signature of witness

.....
Signature of delegate

.....
Name of witness **R.J. CLARK**
(BLOCK LETTERS) *Richard John Clark*
466 Hamilton St
SYDNEY

.....
Name of delegate
(BLOCK LETTERS)

Executed by the Tenant:

Signed on behalf of Darling Island Sydney Pty Limited by its attorney in accordance with Power of Attorney registered no *LL1* book *60* in the presence of

.....
Signature of witness

.....
Signature of attorney

.....
Name of witness
LORRAINE FROST
1677 Castleragh St SYDNEY

.....
Name of attorney
STEPHEN HEALY

Form: 07L
Licence: 03-10-195
Licensee: Gadens Lawyers

LEASE
New South Wales
Real Property Act 1900



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.

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 #

SP 73910

(B) LODGED BY

Delivery

48X

Name, Address or DX and Telephone

©03

T. THOMSON

LAWPOINT GALLOWAYS

Phone: (02) 9233 1011 Fax: (02) 9232 6491

Reference (optional): ©04 **24009257 SXH**

CODE

L

(C) LESSOR

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

(D)

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

1. ©06

2. ©07

3. ©08

(E) LESSEE

The Owners – Strata Plan No. #

SP 73910

(F)

TENANCY:

- (G)**
- 1. TERM** 99 years
 - 2. COMMENCING DATE** The date of registration of Strata Plan No. # SP 73910
 - 3. TERMINATING DATE** 99 years after the Commencement Date
 - 4. With an OPTION TO RENEW** for a ©14 - set-out-in ©15
 - 5. With an OPTION TO PURCHASE** set-out-in ©16
 - 6. Together with and reserving the RIGHTS** set-out-in ©17
 - 7. Incorporates the provisions or additional material** set out in Annexure "A" hereto
 - 8. Incorporates the provisions** set-out-in **MEMORANDUM** filed / **LEASE** registered in the Department of Lands, Property Information Division ©19
 - 9. 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

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Stephen Jaques 2000

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"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.

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.

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- 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:


Signature of delegate


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:


Signature of delegate


Signature of Witness

Richard
John R.J. CLARK
Name of Witness
(BLOCK LETTERS) 6/66 Harrington St
The Rocks
Sydney