© 2019 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM		NSW DAN:	
vendor's agent	Morton Real Estate	Т	: 0410 593 749	
	7 Macquarie Street	R	tenancies it □ carspace □ storage space imbered: pox in a sale of residential property ght fittings ☑ stove	
	Sydney NSW 2000	E: etiene	@morton.com.au	
co-agent	•			
vendor	Adela Petanceska			
Torradi	715/23 Shelley Street	Svdnev NSW 2000		
	7 10,20 01101104 011001	- James 11011 2000		
vendor's solicitor	Peter J Grant		т. 03670011	
		ld Square NSW 2002		
	Ref: Peter Grant			
date for completion	42nd		day after the contract date (clause 15)	
land (address,	Apartment 715 / 23 St	nelley Street SYDNEY NSW 20	00	
plan details and	Folio identifier: 76/SP6	6849		
title reference)				
·	_	_		
	X VACANT POSSES	SION	enancies	
improvements	☐ HOUSE ☐ gara	ige 🔲 carport 🛮 🖂 home unit	☐ carspace ☐ storage space	
	none other:			
attached copies	documents in the List	of Documents as marked or nu	mbered:	
·	other documents:			
A real estate agent i	s permitted by legislation	n to fill up the items in this b	ox in a sale of residential property.	
inclusions	⊠ blinds		_	
	F	☑ fixed floor coverings ☑ ra	<u> </u>	
	clothes line			
	curtains		•	
	Curtains		, washing machine, i oxter connection	
exclusions		availability and cable.		
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10%	of the price, unless otherwise stated)	
balance	\$	•	,	
	•			
contract date		(if not st	ated, the date this contract was made)	
buyer's agent			· · · · · · · · · · · · · · · · · · ·	
odyer a agent				
		,		
vendor		GST AMOUNT (optional)	witness	
		The price includes		
		GST of: \$		
	TENANTO DI CONTRA	, L		
ourcnaser JOIN	I EINAIN I S I I TENANTS IN	common in unequal share:	s witness	

C	noices	
Vendor agrees to accept a <i>deposit-bond</i> (clause 3)	□ NO	☐ yes
Nominated Electronic Lodgment Network (ELN) (claus	se 30): PEXA	
Electronic transaction (clause 30)	the propo	☐ YES ndor must provide further details, such as sed applicable waiver, in the space below, within 14 days of the contract date):
Tax information (the parties promise to Land tax is adjustable GST: Taxable supply Margin scheme will be used in making the taxable supply This sale is not a taxable supply because (one or more of a not made in the course or furtherance of an enter by a vendor who is neither registered nor required GST-free because the sale is the supply of a go GST-free because the sale is subdivided farm law input taxed because the sale is of eligible reside	NO NO NO The following may reprise that the veried to be registered ing concern under and or farm land so nitial premises (se	☐ yes ☐ yes in full ☐ yes to an extent ☐ yes / apply) the sale is: ndor carries on (section 9-5(b)) I for GST (section 9-5(d)) section 38-325 upplied for farming under Subdivision 38-O ctions 40-65, 40-75(2) and 195-1)
Purchaser must make a GSTRW payment (GST residential withholding payment)	□ NO	yes (if yes, vendor must provide further details)
	contract date, the	tails below are not fully completed at the vendor must provide all these details in within 14 days of the contract date.
GSTRW payment (GST residential v	withholding payn	nent) – further details
Frequently the supplier will be the vendor. However entity is liable for GST, for example, if the supplier in a GST joint venture.		
Supplier's name:		
Supplier's ABN:		
Supplier's GST branch number (if applicable):		
Supplier's business address:		
Supplier's email address:		
Supplier's phone number:		
Supplier's proportion of GSTRW payment: \$		
If more than one supplier, provide the above do	etails for each su	pplier.
Amount purchaser must pay – price multiplied by the GS	TRW rate (resider	tial withholding rate): \$
Amount must be paid: AT COMPLETION at anoth	er time (specify):	
Is any of the consideration not expressed as an amount i	n money? 🗌 NO	yes
If "yes", the GST inclusive market value of the non	-monetary conside	eration: \$
Other details (including those required by regulation or the	e ATO forms):	

List of Documents

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

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

Strata Choice Suite 206/68 York Street Sydney NSW 2000 ref: Megan North

E: mnorth@stratachoice.com.au

T: 9249 9845 F: 8424 9701

Conditions of sale if by auction

PROPERTY, STOCK AND BUSINESS AGENTS REGULATION 2014 - REG 15

Conditions of sale by auction

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

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer--before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Penalty for collusive practices

It is an offence against the *Property, Stock and Business Agents Act 2002* for a person to do any of the following as a result of a collusive practice, or to induce or attempt to induce another person by a collusive practice to do any of the following:

- (a) to abstain from bidding or
- (b) to bid to a limited extent only or
- (c) to do any other act or thing that might prevent free and open competition.
 Severe penalties may be imposed on persons convicted of collusive practices.

Penalty for dummy bidding

It is an offence against the *Property, Stock and Business Agents Act 2002* for a person to do any of the following:

- (a) make a bid as the seller,
- (b) make a bid on behalf of the seller (unless the person is the auctioneer),
- (c) procure another person to make a bid on behalf of the seller.

Any bid made with the dominant purpose of benefiting the seller constitutes a bid made on behalf of the seller.

A bid may be found to be a bid made on behalf of the seller even though the seller did not:

- (a) request the bid, or
- (b) have any knowledge of the bid.

Severe penalties may be imposed on persons convicted of dummy bidding.

Successful bidders

The actual successful bidder at an auction sale must give to the auctioneer or an employee of the auctioneer:

- . (a) the bidder's name or
- (b) the name of the person on whose behalf the successful bid was made.

SECTION 66W CERTIFICATE CONVEYANCING ACT, 1919

Solicitor/Licensed Conveyancer, certify as

I,

	follov	vs:-
(a)		a Solicitor or Licensed Conveyancer currently admitted to practise in South Wales.
(b)	Conv	a giving this certificate in accordance with Section 66W of the eyancing Act NSW 1919 with reference to a contract for the sale of erty at 715/23 Shelley Street, Sydney NSW 2000 in order that there is no ng off period in relation to that contract.
(c)	of a S	not act for Adela Petanceska and am not employed in the legal practice Solicitor or Conveyancer acting for her nor am I a member or employee firm of which a Solicitor or Conveyancer acting for the Vendor is a ber or an employee.
(d)	I hav	e explained to the Purchaser (s)
	(i)	the effect of the contract for the purchase of this property;
	(ii)	the nature of this certificate;
	(iii)	the effect of giving this certificate to the Vendor.
Dateo	d:	2020
Solie	citor/L	icensed Conveyancer

<u>SPECIAL CONDITIONS – FORMING PART OF THE CONTRACT FOR</u> SALE OF LAND RELATING TO PROPERTY AT:-

715/23 Shelley Street Sydney NSW 2000

- 1. Without in any manner excluding modifying or restricting the rights of the Purchaser pursuant to Section 52A(2)(b) of the Conveyancing Act 1919, the Purchaser acknowledges and agrees that: -
 - 1.1 the Purchaser buys the property relying on the Purchaser's own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor except as set out in this Contract;
 - 1.2 the property, including all structural improvements and fencing, is sold in its condition and state of repair (including structural repair) at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser shall not make any objection, requisition or claim for compensation or allowance regarding the same;
 - 1.3 any warranties except as set out herein by or on behalf of the Vendor, express or implied, as to any purpose for which the property or any building which is or may be erected on the property can be used are hereby expressly negatived;
 - 1.4 no objection or requisition or claim for compensation shall be made by the Purchaser in respect of, nor shall the Purchaser be entitled to rescind this contract by reason of, any of the following matters:
 - 1.4.1 the nature, location, availability or non-availability of any water, sewerage, drainage, electricity, gas or telephone services; or
 - 1.4.2 that any such services are joint services with any other property or properties; or
 - 1.4.3 if any services for any other property or properties or the pipes or connections therefore pass through the property or if any sewer main, or the mains or connections of any relevant authority for or supplier of any such services, pass in or over or through the subject property, the fact thereof; or

- 1.4.4 whether or not the property is subject to or has the benefit of any rights or easements in respect of any such services or mains, pipes or connections therefore.
- 1.5 No objection, requisition or claim for compensation shall be made by the Purchaser in respect of the following:
 - 1.5.1 any deficiency in the area of the property;
 - 1.5.2 any boundary discrepancy.
- 2. Notwithstanding any rule of Law or Equity to the contrary, if this Agreement is not completed by the time stipulated under the term "completion date" on the front page hereof either party shall be entitled to issue a Notice to Complete fixing a time for completion which time shall be deemed to be sufficient as to time if a period of not less than fourteen (14) days from the date of the notice is allowed for completion and it is hereby expressly agreed between the parties hereto that the period of fourteen (14) days is reasonable and sufficient period for such Notice.
- 3. Notwithstanding the provisions contained in condition 20.6 hereof, a notice or other document shall be sufficiently served for the purposes of this agreement if the notice or document is sent by facsimile or email transmission and in any such case shall be deemed to be duly given or made on the day when the transmission has been completed except where the time of dispatch is not before 1700 local time on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.
- 4. If either party prior to completion shall die or become mentally ill then the Vendor (or one of them if more than one) may rescind this agreement by notice in writing.
- 5. If any corporation being a party to this agreement prior to completion enters into any scheme or makes any arrangement for the benefit of creditors or a petition is presented to wind up that party or a liquidator, receiver, or official manager is appointed in respect of that party, then the other party may rescind this agreement by notice in writing.
- 6. The Purchaser warrants:-
 - (a) that if the Purchaser is a natural person, he is ordinarily resident in Australia:

and whether the Purchaser is a natural person or corporation:-

(b) that the Foreign Takeovers Act, 1975 (Cth) does not apply to the Purchaser or this purchase, as that legislation currently applies or might apply.

In the event that the Foreign Takeovers Act, 1975 applies to the Purchaser and in this transaction, in breach of the warranty contained in this clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

- 7. If, through no fault of the Vendor, the Purchaser does not complete this agreement by the date specified for completion then and without prejudice to all other remedies of the Vendor, the Purchaser shall pay to the Vendor, in cash on completion, an amount being interest calculated on a daily basis on the balance of the purchase price payable at the rate of eight per centum (8%) per annum in respect of the period from that date and ending on the date of completion (both dates inclusive). The Purchasers shall not be entitled to require the Vendor to complete this agreement unless such interest is paid to the Vendor on completion and it is an essential term of this agreement that such interest be so paid.
- 8. The Purchaser expressly warrants and agrees with the Vendor that he was not introduced to the property nor to the Vendor by any agent other than the agent named on the first page of the contract and that the sale and purchase under this agreement was negotiated between the Vendor and Purchaser without the intervention or instrumentality of any other agent and the Purchaser on behalf of itself its executors administrators assigns and successors hereby agrees to indemnify and at all times hereafter keep indemnified the Vendor its executors administrators assigns and successors from and against any claims whatsoever for commission which may be made by any other real estate agent or agency against the Vendor or any of its directors or officers rising out of a breach of this warranty. It is expressly agreed that this special condition shall not merge on completion.

Further the Vendor hereby warrants that no agency agreement has been entered into with any Agent by the Vendor.

- 9. The Vendor discloses that some provisions that allowed subdivision of dual occupancies have been repealed, and that the attached Section 149 Certificate may be inaccurate in respect of those matters.
- 10. This Contract is amended by: -
 - (a) Deleting the words "plus another 20% of that fee." from Clause 16.5.
 - (b) Deleting Clause 14.4.2

- (c) Clause 23.5.1 is amended by inserting the words "which includes special levies payable by instalments (where the adjustment period is the period of the instalments)" to the end of the clause.
- (d) Clause 23.6: clauses 23.6.1 and 23.6.2 are replaced with the words: "and is not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser."
- 11. Despite any other provision of this Contract, if a GST is imposed in respect of any taxable supply to the Vendor in respect of the property, the purchase price will be increased by an amount equal to that GST. For the purposes of this Clause "GST" means a goods and services tax or a similar value added tax.
- 12. Each party agrees that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
- 13. In the event of the purchaser being a company and in consideration of the vendor entering into this contract with the purchaser, the directors of the purchaser ("the Guarantor") jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract and hereby indemnify and shall keep indemnified the vendor from and against all losses, damages, liability, costs, and expenses of whatsoever nature accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. The guarantee herein contained shall be a continuing guarantee and shall not be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter or thing whatsoever and shall be deemed to constitute a principal obligation between the guarantor and the vendor.

- 14. In the event of the purchaser entering into this Contract in the capacity of a trustee of a trust ("the Trust"):
 - (a) The purchaser in its capacity as trustee of the Trust and in its own capacity warrants and represents to the vendor as follows:
 - (i) It is empowered by the documents establishing the Trust to enter into this contract and there is no restriction or condition upon such activity by it and all necessary actions or things required to have been undertaken or done by it as trustee have been undertaken or done:
 - (ii) It is the sole trustee of the trust; and
 - (iii) No trust funds held on the provisions of the Trust have been resettled or set aside.
 - (b) The purchaser agrees in its own capacity and as trustee of the Trust that between the date of this contract and settlement:
 - (i) the purchaser will not be removed or retire as trustee of the Trust:
 - (ii) no new or additional trustees of the Trust shall be appointed;
 - (iii) there will be no resettlement, setting aside or transfer to other trusts of any funds of the Trust other than distribution of income;
 - (iv) No restriction or limitation of the right of indemnity or subrogation of the trustee against the assets of the Trust exists or will be created or be permitted to subsist;
 - (v) The vesting date under the provisions of the documents establishing the Trust has not been and will not be determined; and
 - (vi) No default will be made by the Purchaser under the provisions of the documents establishing the Trust.
- 15. The Purchaser acknowledges having inspected Strata Plan 66849 and shall take title subject to and shall not make any requisition or claim for compensation in respect of any of the following matters:
 - 15.1 Any encroachment onto the property or any improvements which do not form part of the property or any encroachment onto the land adjoining the property or any improvements which form part of the property;

- 15.2 Any contravention of the Local Government Act 1919 (as amended) or the Environmental Planning and Assessment Act 1979 (as amended) or and Ordinances or regulations under these Acts.
- 16. The parties agree that notwithstanding the amount paid upon exchange of contracts the deposit is ten percent of the purchase price. Should the vendor agree to accept a partial payment of that deposit upon exchange of contracts the purchaser undertakes and accepts that the balance of the deposit must be paid at settlement or should settlement be delayed through no fault of the vendor at the date for settlement as calculated according to this contract as a sign of the earnest of the purchaser and genuineness of that party in wishing to fulfil his or her obligations under this contract and especially in respect of the payment of the full agreed deposit of ten percentum of the purchase price.

If the vendor validly terminates this contract of sale and pursuant to the provisions of the contract of sale the deposit is thereby forfeited then the purchaser must immediately pay to the vendor or as he directs the balance of the deposit then unpaid, in addition to any other rights and remedies under this contract of sale available to the vendor.

- 17. Should the vendor be liable to pay Land Tax on the property then at completion adjustment shall be made upon the actual Land Tax payable by the vendor without having regard to the property being assessed as a single land holding.
- 18. The Purchaser agrees that the only form of requisitions on title the Purchaser may make under clause 5 of the standard terms of the contract is to be in the form of requisitions on title annexed to the contract being the Law Society (Tress Cox) 2017 edition.
- 19. If, due to any delay caused by the Purchaser, the Vendor becomes liable to pay Land Tax on the property then at completion all such Land Tax shall be payable by the Purchaser.

DEED OF GUARANTEE

This clause is a deed of guarantee and indemnity, an essential provision of this contract, and is required if the Purchaser is a Pty Limited company. This guarantee is provided in consideration of the Vendor entering into this contract with the Purchaser Corporation.

At least two directors ("the Guarantors") of the company hereby unconditionally guarantee the performance of the Purchaser's obligations under this Contract. Where the company is a sole director/secretary company, the sole director/secretary makes this guarantee. Any Guarantor must be over the age of 18 years and have capacity to bind the purchaser corporation. This guarantee is not required for any corporation listed on any Australian Stock Exchange

We/I,	55
and	
being the Guarantor(s),	
Purchaser of its obligations under this against all losses, damages, liabilities	to the Vendor the due and punctual performance by the contract and indemnify (and keep indemnified) the Vendor, costs and expenses accruing to the Vendor, resulting or ser to perform or observe any of the obligations on its part
discharged by any waiver by the Venc	tinuing obligation and cannot be abrogated, prejudiced or lor or by any other matter. Any rescission or termination under this clause. This guarantee and indemnity is deemed tween the Guarantor and the Vendor.
Signed, sealed and delivered by the G	fuarantor(s) in the presence of:
Signature of witness	Signature of Guarantor, dated
Name of witness (print)	
Signature of witness	Signature of Guarantor, dated
Name of witness (print)	



Order number: 67513696 Your Reference: Petanceska Sale King Street Wharf 13/04/21 14:19



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 76/SP66849

SEARCH DATE TIME EDITION NO DATE

13/4/2021 2:19 PM 7 2/9/2018

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

LAND

LOT 76 IN STRATA PLAN 66849 AT DARLING HARBOUR LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 8123426

ADELA PETANCESKA (T Al18946)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP66849

2 SP66849 RESTRICTION(S) ON THE USE OF LAND

3 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 111/1034170

4 AI18947 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

© Office of the Registrar-General 2021
SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



Order number: 67513696 Your Reference: Petanceska Sale King Street Wharf 13/04/21 14:19



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP66849

_ _ _ _ _

LAND

_ _ _ -

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 66849 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLING HARBOUR
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM SP66849

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 8123350

THE OWNERS - STRATA PLAN NO. 66849 ADDRESS FOR SERVICE OF DOCUMENTS:

C/- STRATA ASSOCIATES PTY LTD LOCKED BAG 1919

ST LEONARDS NSW 1590

SECOND SCHEDULE (44 NOTIFICATIONS)

- THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1034170
- 2 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP66849, SP66850 AND SP66976
- 3 DP1014625 EASEMENT FOR DRAINAGE OF WATER (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP66850
 - AC318966 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 5 DP1014625 EASEMENT FOR UTILITY SERVICES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1014625 EASEMENT FOR DRAINAGE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1014625 EASEMENT FOR ACCESS TO PUMP ROOM (L) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1014625 EASEMENT FOR ACCESS AND USE OF LOADING DOCK (M)
 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1014625 EASEMENT FOR ACCESS AND USE OF SWITCH ROOMS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1014625 EASEMENT FOR ACCESS AND USE OF SECURITY ROOM (P) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

_ _ _ _ _

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

FOLIO: CP/SP66849

- 11 DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1014625 EASEMENT FOR WATER INTAKE PIPES (T) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1014625 EASEMENT FOR USE OF CAR WASH BAY (U) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (V)
 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (W)
 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1014625 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (AA) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1014625 EASEMENT FOR SUPPORT (AB) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 31 IN THE SEC.88B INSTRUMENT
- 19 DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1014625 EASEMENT FOR SERVICES (AK) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1014625 EASEMENT FOR WATER MAIN 3 METRE(S) WIDE AND VARIABLE (AM) APPURTENANT TO THE LAND ABOVE DESCRIBED AC793533 RELEASED INSOFAR AS IT AFFFECTS LOTS101, 102 & 104 IN DP1106640
- 22 DP1014625 EASEMENT FOR ACCESS OVER PATHWAYS (AP) APPURTENANT TO
- THE LAND ABOVE DESCRIBED

 23 DP1014625 EASEMENT FOR ACCESS (AN) APPURTENANT TO THE LAND
 ABOVE DESCRIBED

AC793533 RELEASED INSOFAR AS IT AFFECTS LOTS 99,100,101,102,103,106 IN DP1106640

- 24 DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 47 IN THE SEC.88B INSTRUMENT
- 25 DP1014625 EASEMENT TO USE PUMP ROOM (BB) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1014625 EASEMENT FOR UTILITY SERVICES (C) AFFECTING THE LAND ABOVE DESCRIBED
- 27 DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) AFFECTING THE LAND ABOVE DESCRIBED
- 28 DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) AFFECTING THE LAND ABOVE DESCRIBED
- 29 DP1014625 EASEMENT FOR SERVICES (AK) AFFECTING THE LAND ABOVE DESCRIBED
- 30 DP1034170 EASEMENT FOR ACCESS (A) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 31 DP1034170 EASEMENT FOR ACCESS (A) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

PAGE

FOLIO: CP/SP66849 PAGE 3

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- 32 DP1034170 EASEMENT FOR SERVICES (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 33 DP1034170 EASEMENT FOR SERVICES (B) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 34 DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 35 DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 36 DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 37 DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 38 DP1034170 EASEMENT FOR SERVICES (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 39 DP1034170 EASEMENT FOR SERVICES (E) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 40 DP1034170 EASEMENT FOR ACCESS (G) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 41 DP1034170 EASEMENT FOR ACCESS TO GREASE ARRESTOR ROOM 1 WIDE (H) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 42 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 111/1034170
- 43 AM747520 INITIAL PERIOD EXPIRED
- 44 AQ285357 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRAT	'A	PLAN	66849										
LOT		ENT		LOT		ENT	LOT		ENT	LO	Т		ENT
1	-	516		2	-	399	3	-	410		4	-	398
5	_	692		6	_	469	7	-	474		8	-	469
9	_	444		10	_	453	11	-	316	1	2	-	319
13	-	316		14	-	319	15	-	323	1	6	-	362
17	-	528		18	-	407	19	-	410	2	0	-	398
21	-	734		22	-	469	23	-	474	2	4	-	469
25	-	453		26	-	461	27	-	319	2	8	-	323
29	-	323		30	-	323	31	-	349	3	2	-	398
33	-	587		34	-	603	35	-	653	3	6	-	491
37	-	820		38	-	469	39	-	474	4	0	-	472
41	-	544		42	-	461	43	-	327	4	4	-	327
45	-	327		46	-	341	47	-	332	4	8	-	431
49	-	734		50	-	629	51	-	679	5	2	-	901
53	-	486		54	-	491	55	-	489	5	6	-	561
57	-	477		58	-	336	59	-	336	6	0	-	336
61	-	344		62	-	345	63	-	549	6	4	-	705
65	-	679	5	66	-	730	67	-	977	6	8	-	486

END OF PAGE 3 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP66849 PAGE 4

SCHEDULE	OF UNIT ENTITLEME	NT (AGGREGATE:	100000) (CONTINUED)
STRATA PL	AN 66849		
LOT EN		r LOT EN	r lot ent
69 - 56			72 - 349
73 - 34	0 74 - 34	75 - 34	9 76 - 491
77 - 73	7 78 - 72:	9 79 - 78.	1 80 - 1489
81 - 12	37 82 - 77	83 - 50	84 - 349
85 - 36	2 86 - 344	87 - 35	88 - 353
89 - 50	3 90 - 77:	91 - 75	92 - 805
93 - 15	73 94 - 132	21 95 - 78	5 96 - 511
97 - 35	3 98 - 360	99 - 36	3 100 - 358
101 - 34	9 102 - 510	5 103 - 79	7 104 - 779
	7 106 - 16!		
109 - 51	9 110 - 358		
113 - 36	3 114 - 352		
	9 118 - 93'		
121 - 82			
125 - 47			
	4 130 - 195		
133 - 53			
137 - 56			
141 - 20			
145 - 37			3 148 - 1278
	56 150 - 224		24 152 - 1069
	7 154 - 563	155 - 489	9 156 - 33
157 - 33			

NOTATIONS _____

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

^{*} Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations

OFFICE USE ONLY

SP66849

21.11.2001

Purpose : STRATA FLAN -LEASEHOLD

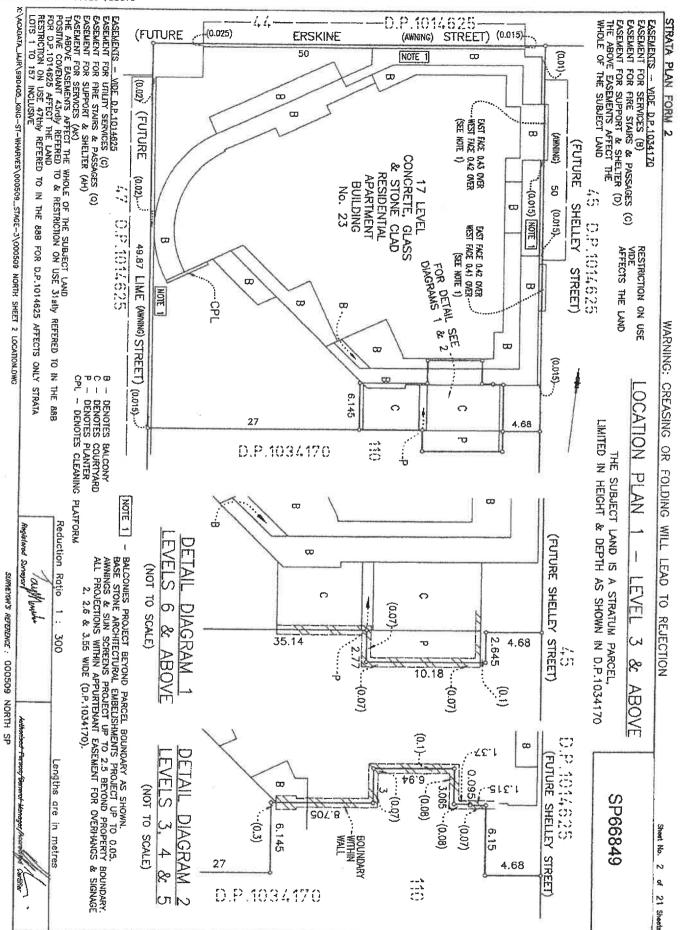
Map: U1845 - 1712#

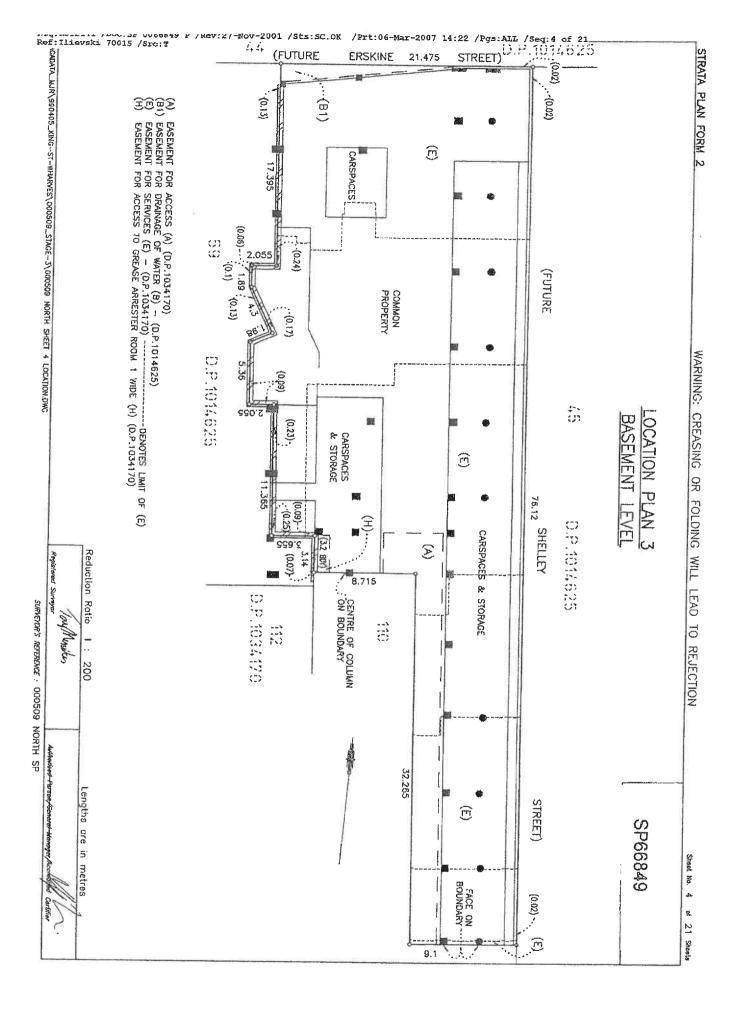
Last Plan : DP 1034170

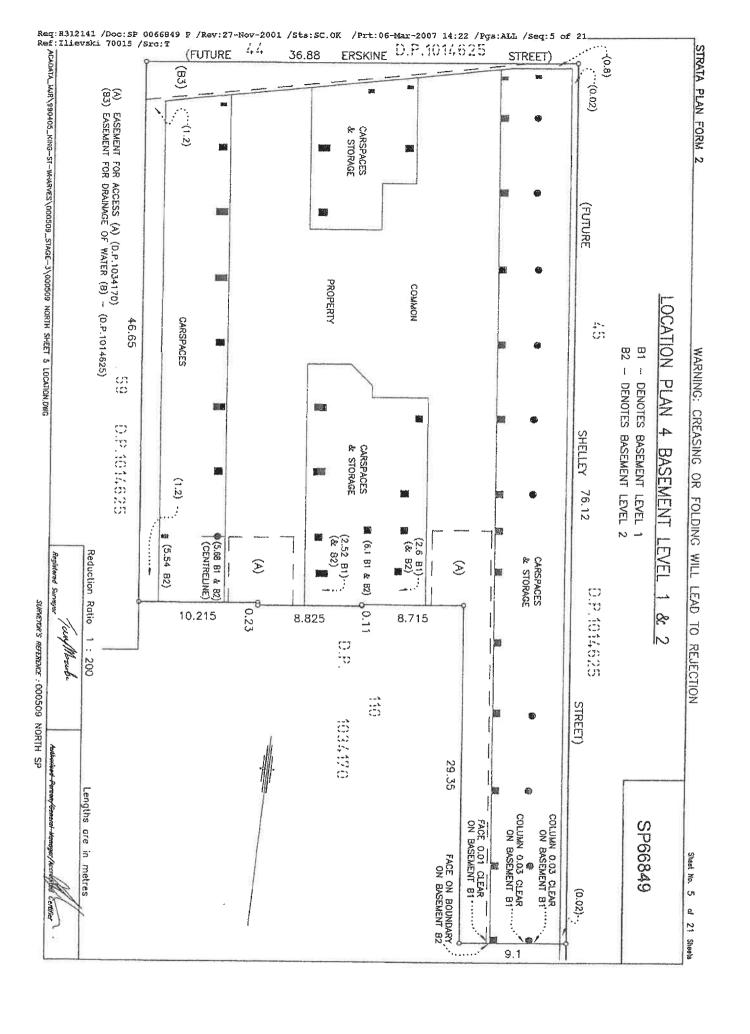
land or positive covenants

states that The attorney has received no By expluting this agreement the attorney the power of

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF SHEETS







Lengths are in metres		A MM							
		ion Retio 1;	Reduction Re						
Aggregate: 100,000	900 Agı	7 Z 8	- -	Q C					
		1 20 /	5 00	96	705	64	398	32	
	595	126	302	9 4 0 4	549	Φ 3	349	S	
	477	125	15/3	O 44	ו ת נית	ი ()	323	30	
	374	124	2 000	7 50	344	J (323	29	
	371	123	755	3 -	336	က ပ သ	323	28	
	528	122	7/1) W	သ (က (J (0	319	27	
	820	121	500) G	એ - એ -	ул : ЭО :	461	26	
	1488	120	000	e 0	477	57	453	25	
	1807	119	3 00	0 0	55.0	5.5	469	24	
	937	 	3 4 4 4	p 70	480	υ τυ Τυ	474	23	
149 1,656	839	/11	000	0 0	401	54	469	22	
	910	116	0 0 0	m c	486	වා ්	734	21	
	528	. 175	340	æ 0	901	52	398	20	
146 503	352	114	7/0	10 C	679	Ů,	410	19	
145 374	363	113	1,237	B 0	200	50	407	18	
144 645	366	112	, - , 4 0 4 , - , 4 0 4 , - , 4	φ C	734	49	528	17	
143 912	371	 	200	2 4	431	48	362	16	
142 1,657	358	1 1 C	871	70	, cr	47	323	- 1 5	
	519	109	737	78	3 C	46	319	14	
	804	108	491	70	357	45	316	→ (J)	
139 927	1,405	107	349	70	3 7 7	A (319	n N	
	1,657	106	349	14	40 - 72	A 4.	316		
137 561	827	105	340	1.3	4 4	2 <u>-</u>	453	10	
	779	104	349	12	77.5	1 <i>c</i>	444	e co	
	797	103	340	: 11	4/4	. (460	oo ·	
	516	102	491	70	409	ມູ	474	7	
	349	101	561	69	920	20	460	D) (
	358	100	486	68	491	3 20	500	on a	
	363	98	977	67	653	3 3	2 4 20 0	<u>~</u> (
<u>ئى</u>	366	98	730	66	603	3.4		۱ د	
129 944	353	97	679	65	587	. ယ ယ	516	ں ں	
LOT NO. U.E.	iu C	LOT NO	C m	LOT NO.	U,E	LOT NO.	∪.⊞.	LOT NO.	
		NIS	ENTITLEMENTS	DULE OF UNIT	SCHEDULE				
) })				
SP66849									

(

_{[©}

NOTED ...

NOTED ... S

9

(0)

6

(C. 6.5)

0

5.4 77

3.52 .용. ō

21 Shaels

(15m²)

2.54

PT ... (0.87) 145

(4m²)

(N.T.S.)

~(0.87)

8)[CP(U)

@

NOTED .

5,13

5.51

2.85

PT 25 (18m²)

2.

FACE

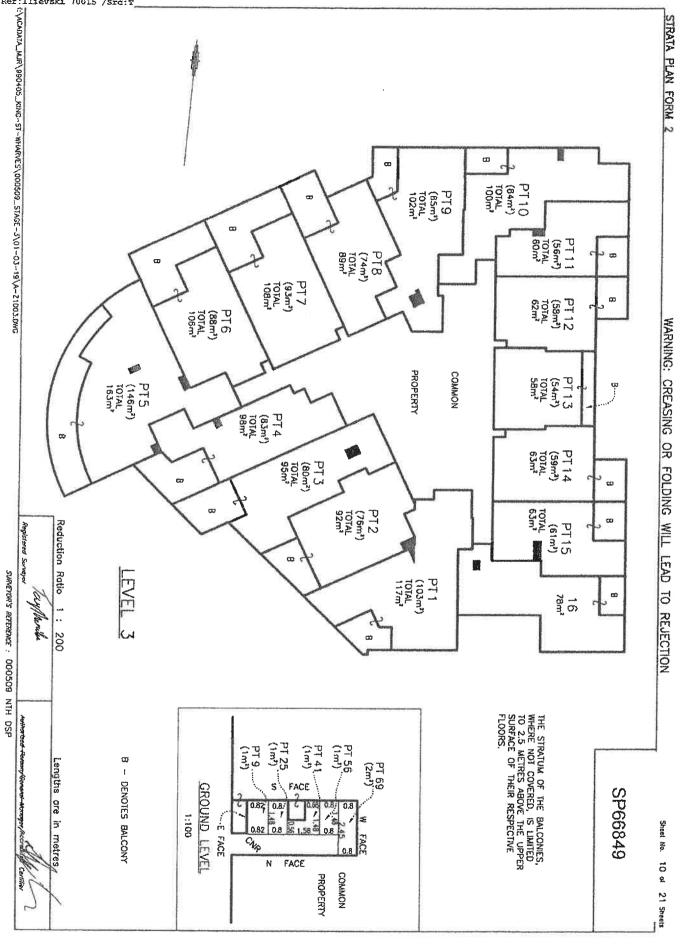
(30m²)

4.78 B co

0

21 Sheets

NOTE: BOUNDARY IS ETHER O.1 WEST OF CORNER OR AT CORNER AS SHOWN ON PLAN engths are in metres SP66849 (N.T.S.) 5 4.78C #m3 ...(0.87) Sheat No. 9 of **@@@@@@** 0 155 2.5 (Bc)(2) 0.34 0.94 0.25 0.87 0 (14m²) NOTED DISTANC 5.4 5.7 28(4m²) 2.5 21 Sheets ···(0.87)

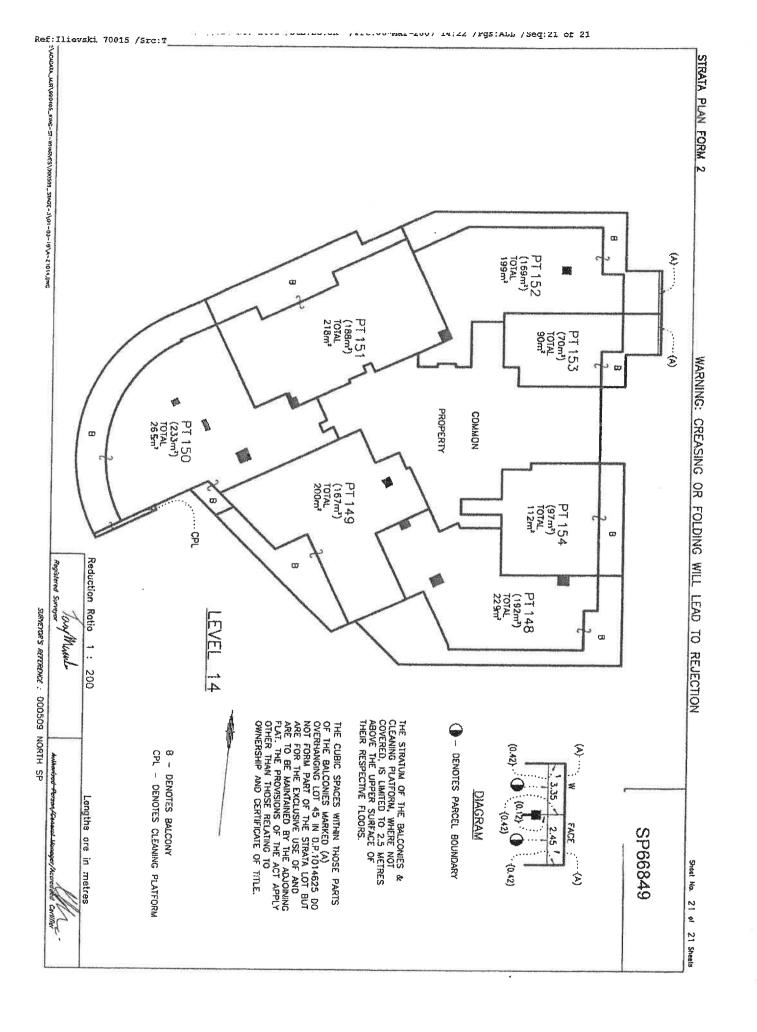


i

---- ---- ---- ---- / =ya.nbb /beq:1/ OF X1

---- '---- '---- '---- '---- the east take \take \take

- - / NOV. 2. NOV-2001 / SES. SC. UN / FFT: U6-Mar-2007 14:22 / Pgs: ALL / Seq: 20 of 21



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

(Sheet 1 of 3 sheets)

Plan: (Please leave 26 mm to allow for plan

number and heading of plan)

Plan of subdivision covered by Subdivision

Certificate No.

Full name and address of the owner of the

land:

Waterways Authority

Level 11

207 Kent Street

SYDNEY NSW 2000

SP66849

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, réstriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on use	Each of Lots 1 - 155 (inclusive)	Every other lot except Lots 156 and 157

Council Authorised Person

5419389 L.DOC Easement instrument - residential north strata scheme 15 November 2001

P Mallesons Stephen Jaques 2001

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

(Sheet 2 of 3 sheets)

Plan: (Please leave 26 mm to allow for plan

number and heading of plan)

Plan of subdivision covered by Subdivision Certificate No.

SP66849

Part 2 (Terms)

Dictionary

The following are definitions in respect of defined words used in part 2 of this instrument:

Grantor is the lessee under a lot lease in the strata scheme created by the Plan.

Occupier means a lessee or licensee from time to time (including each subordinate or sublessee or licensee) of a lot in the Plan.

Plan is the leasehold strata plan to which this instrument relates.

2 Interpretation

The terms of this instrument are covenants and agreements between:

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

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

Terms of Restriction on Use numbered one in the Plan 3

- 3 1 The Grantor and the Occupier must use the lot burdened for Permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like.
- "Permanent Residential Accommodation" means use as a dwelling by an owner, invitee, 3.2 licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short term accommodation without a residential tenancies agreement as defined in the Residential Tenancies Act 1987.

Council of the City of Sydney is the authority empowered to release, vary or modify this 33 Restriction of Use.

Council Authorised Person Easement instrument - residential north strata scheme 15 November 2001 5419389 1.DOC

© Mallesons Stephen Jaques 2001

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

(Sheet 3 of 3 sheets)

Plat

SP66849

Plan of subdivision covered by Subdivision Certificate No.

Execution

SIGNED by ZENON MICHNIEWICZ as alternay delegate for WATERWAYS AUTHORITY in the presence of which power of atternational book 4278 no. 675 in the presence of witness. Signature of witness (block letters))))))	14/2
Address of witness Lawyer Occupation of witness) state) noti	executing this agreement the attorney ex that the attorney has received no te of revocation of the power of mey

REGISTERED (And 21.11.2007

Council Authorised Person

Easement instrument - residential north strata scheme 15 November 2001 5419389 1.DOC © Mallesons Stephen Jaques 2001



ITY AGENTS Legal Searchers and Agents



ityAgents hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act.

Information provided through Tri-Search an approved LPINSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 111/1034170

SEARCH DATE TIME EDITION NO DATE _______ ----6/3/2007 2:01 PM 1 21/11/2001

LAND ____

LOT 111 IN DEPOSITED PLAN 1034170 AT DARLING HARBOUR LOCAL GOVERNMENT AREA: SYDNEY PARISH OF ST PHILIP COUNTY OF CUMBERLAND

TITLE DIAGRAM: DP1034170

FIRST SCHEDULE ______

WATERWAYS AUTHORITY

SECOND SCHEDULE (44 NOTIFICATIONS)

- THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- EASEMENTS FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP66849, SP66850 AND SP66976
- ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED З. WITH SP66850
- DP1014625 EASEMENT FOR DRAINAGE OF WATER (B) AFFECTING THE 4. PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5. DP1014625 EASEMENT FOR UTILITY SERVICES (C) AFFECTING THE LAND ABOVE DESCRIBED
- DP1014625 EASEMENT FOR UTILITY SERVICES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1014625 EASEMENT FOR DRAINAGE (D) APPURTENANT TO THE LAND 7. ABOVE DESCRIBED
- DP1014625 EASEMENT FOR ACCESS TO PUMP ROOM (L) APPURTENANT TO 8. THE LAND ABOVE DESCRIBED
- DP1014625 EASEMENT FOR ACCESS AND USE OF LOADING DOCK (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10. DP1014625 EASEMENT FOR ACCESS AND USE OF SWITCH ROOMS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11. DP1014625 EASEMENT FOR ACCESS AND USE OF SECURITY ROOM (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) AFFECTING THE LAND ABOVE DESCRIBED
- 13. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) APPURTENANT

TO THE LAND ABOVE DESCRIBED

14. DP1014625 EASEMENT FOR WATER INTAKE PIPES (T) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

Ilievski 70015

PRINTED ON 6/3/2007

NY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE. WARNING: THE FORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.



CITY AGENTS Legal Searchers and Agents



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 111/1034170

PAGE 2

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- 15. DP1014625 EASEMENT FOR USE OF CAR WASH BAY (U) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (V)
 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (W) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18. DP1014625 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (AA) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19. DP1014625 EASEMENT FOR SUPPORT (AB) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 31 IN THE SEC.88B INSTRUMENT
- 21. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) AFFECTING THE LAND ABOVE DESCRIBED
- 22. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) APPURTENANT TO
 THE LAND ABOVE DESCRIBED
- 23. DP1014625 EASEMENT FOR SERVICES (AK) AFFECTING THE LAND ABOVE DESCRIBED
- 24. DP1014625 EASEMENT FOR SERVICES (AK) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25. DP1014625 EASEMENT FOR WATER MAIN 3 METRE(S) WIDE AND VARIABLE (AM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26. DP1014625 EASEMENT FOR ACCESS (AN) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27. DP1014625 EASEMENT FOR ACCESS OVER PATHWAYS (AP) APPURTENANT TO
- 28. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 47 IN THE SEC.888 INSTRUMENT
- 29. DP1014625 EASEMENT TO USE PUMP ROOM (BB) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30. DP1034170 EASEMENT FOR ACCESS (A) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 31. DP1034170 EASEMENT FOR ACCESS (A) APPURTENANT TO THE LAND ABOVE DESCRIBED

- 32. DP1034170 EASEMENT FOR SERVICES (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 33. DP1034170 EASEMENT FOR SERVICES (B) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 34. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 35. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 36. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 37. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

Ilievski 70015

PRINTED ON 6/3/2007

*ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE. WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.



CITY AGENTS Legal Searchers and Agents



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 111/1034170

PAGE 3

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

------ (CONTINUED

- 38. DP1034170 EASEMENT FOR SERVICES (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 39. DP1034170 EASEMENT FOR SERVICES (E) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 40. DP1034170 EASEMENT FOR ACCESS (G) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 41. DP1034170 EASEMENT FOR ACCESS TO GREASE ARRESTOR ROOM 1 WIDE (H)
 AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
 DIAGRAM
- 42. DP1034170 EASEMENT FOR OVERHANGS AND SIGNAGE 2, 2.6 AND 3.55 WIDE (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 43. SP66849 LEASES 8123350 TO 8123507 INCLUSIVE ARE DEEMED REGISTERED AFFECTING COMMON PROPERTY AND LOTS 1 TO 157 IN SP66849 RESPECTIVELY.
- 44. SP66849 LEASEHOLD ESTATES CREATED UPON REGISTRATION OF SP66849 AND LEASES 8123350 TO 8123507 INCLUSIVE. LEASEHOLD TITLES HAVE ISSUED FOR LOTS 1 TO 157 AND COMMON PROPERTY IN SP66849 REGISTERED 21/11/2001, EXPIRES SEE DEALING.

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS earch results

Page 4 of 5

RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: R AC793533.

*** END OF SEARCH ***

Ilievski 70015

PRINTED ON 6/3/2007

*ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE. WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.







Account Record Only

Date
Ler Name
Lent Reference
Folio Identifier

Tuesday 6 March 2007 14:06 Isp Ilievski 70015 111/1034170 INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Sheet 1 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Waterways Authority Level 11 207 Kent Street SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
l	Easement for access (A)	111	110
		110	111
		112	110, 111 and 114
2	Easement for services (B)	EACH LOT 110-114 -inclusive EXCEPT 115	110 114 inclusive 7 EVERY OTHER LOT EXCEPT 115
3	Easement for fire stairs and passages (C)	EACH LOT 110-114 inclusive EXCEPT 115	110 114 inclusive EVERY OTHER LOT EXCEPT 115
4	Easement for support and shelter (D)	EACH LOT HO-114 -inclusive EXCEPT 115	110 114 inclusive EVERY OTHER LOT EXCEPT 115
5	Easement for services (E)	Lot 59'in DP 1014625	110, 111 and 112
		110	112
		111	112
		112	Lots 61 and 63 on DP1014625
6	Easement for air intake 1.1 wide (F)	110, 112	Lots 61 and 63 on DP 1014625
7	Easement for access (G)	112	110,111 and 114

Sheet 2 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
8	Easement for access to grease arrestor room 1 wide (H)	110, 111	112
9	Easement for services over existing line of pipes (I)	110, 112	Lots 61 and 63 on DP1014625
10	Easement for services (J)	110	Lots 61 and 63 on DP 1014625
II	Easement for overhangs and signage, 2, 2.6 and 3.55 wide	Lot 44 in DP 1014625	111, 112, 113
	(K)		110, 111, 112
		Lot 48'in DP 1014625	110, 112
		Lot 47 in DP1014625	110, 111, 112
		115	112
12	Easement for access (L)	115	112

Sheet 3 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, to be release and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for carparking purposes (AL) DP 1014625 Note 1 - Released in so far as	57	54, 60 and 62 in DP1014625 (see Note 1)
	it affects the site of the carparking spaces designated as P15, P16, P17 and P18 on Sheet 10 of DP1014625		

Sheet 4 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

Part 2 (Terms)

1 Dictionary

Terms starting with capital letters are defined terms. Defined terms (in any form) mean:

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

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

Authority Benefited is the person stated as the authority benefited for the purpose of an easement and the Minister, or where:

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

that other body. Where that or any subsequent body becomes subject to any of the circumstances in (a) to (d) above in this definition, then Authority Benefited means that further other body.

Council is Council of the City of Sydney.

Government Agency is any governmental, semi or local government, statutory authority, public or other authority.

Grantee is:

- (a) the Owner of an estate in fee simple of a Lot Benefited;
- (b) the holder of a Long Term Lease for a Lot Benefited;
- (c) the owners corporation and any lessee under a lot lease in a leasehold strata scheme registered (in respect of a Lot Benefited) under the Act;
- (d) any person taking an interest from the persons referred to in clauses (a) and (b); and

Sheet 5 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

(a) where applicable, an Authority Benefited.

Grantor is:

- (a) the Owner of an estate in fee simple of a Lot Burdened;
- (b) the holder of a Long Term Lease for a Lot Burdened; and
- (c) the owners corporation and any lessee under a lot lease in a leasehold strata scheme registered (in respect of a Lot Burdened) under the Act.

If a leasehold strata plan is registered over a Lot Burdened, a reference to the Grantor's nominee in an easement means a person appointed by the owners corporation established on registration of that plan.

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

Lot Benefited is a lot benefited by this instrument.

Lot Burdened is a lot burdened by this instrument.

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

Occupier is a lessee or licensee from time to time (including each subordinate sublessee or licensee) of the Lots Burdened.

Owner is:

- (a) if a lot has been subdivided by strata plan, the owners corporation;
- (b) if a Long Term Lease has been granted in respect of a lot, the holder of that Long Term Lease; or
- (c) if a Long Term Lease has not been granted in respect of the lot, the owner of the freehold of the lot.

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

Strata Management Statement is a strata management statement registered according to Division 5A of the Act applying to any of the lots in the Plan.

2 Interpretation

The terms of this instrument are covenants and agreements between:

(a) the Grantee (for itself, its successors); and

Sheet 6 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

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

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

- 3 Terms of easement for access (A) numbered one in the plan
- 3.1 The Grantor grants the right for the Grantee and its Authorised Users to enter, pass and repass to and from the Lot Benefited over that part of the Lot Burdened marked "A" on the Plan:
 - (a) at all times; and
 - (b) by foot or by vehicle.
- 3.2 When they exercise their rights under this easement, the Grantee and its Authorised Users must:
 - (a) repair damage that they cause to the site of this easement; and
 - (b) cause as little inconvenience as practicable to the Grantor or an Occupier of the Lot Burdened.
- 3.3 The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.
- 4 Terms of easement for services (B) numbered two in the plan
- 4.1 The Grantee and its Authorised Users may:
 - (a) utilise the services constructed on the Lot Burdened by the Grantor that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to those services;
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

Sheet 7 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

- 4.2 Before exercising any rights under this easement, the Grantee and its Authorised Users must:
 - (a) except in an emergency, give the Grantor not less than 48 hours notice of intention to enter the Lot Burdened;
 - (b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of, the Grantor's nominee; and
 - (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened.
- 4.3 In exercising the rights under this easement, the Grantee and its Authorised Users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) make good any collateral damage.
- 4.4 The Grantee must maintain its own services.
- 5 Terms of easement for firestairs and passages (C) numbered three in the plan

The Grantor grants the right for the Grantee and Authorised Users to enter and pass through any of the fire stairs and fire exit corridors in the Lot Burdened for the purpose of evacuating the Lot Benefited in an emergency or for fire drill purposes.

- 6 Terms of easement for support and shelter (D) numbered four in the plan
- 6.1 An easement for support and shelter in the terms of section 8(1)(c), (d) and (e) of the Act is created.
- 6.2 If a Strata Management Statement is registered and an easement for support and shelter is created under the Act, this easement lapses without further assurance while that Strata Management Statement remains registered.

Sheet 8 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

7 Terms of easement for services (E) numbered five in the plan

- 7.1 The Grantee and its Authorised Users may:
 - (a) utilise the services constructed on the Lot Burdened by the Grantor that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to these services;
 - (b) use the Lot Burdened, but only within the site of this easement, to provide services to or from the Lot Benefited; and
 - (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened,
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.
- 7.2 Before exercising any rights under this easement, the Grantee and its Authorised Users must:
 - (a) except in an emergency, give the Grantor not less than 48 hours notice of intention to enter the Lot Burdened;
 - (b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the Grantor's nominee;
 - (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
 - (d) except as provided for in clause 7.3, not earry out any works to the structure of the building and infrastructure located on the Lot Burdened unless it:
 - (i) obtains the approval of the Grantor to the works proposed to be carried
 - (ii) consults with a structural engineer nominated by the Grantor at the cost of the Grantee; and
 - (iii) carries out the recommendations of the structural engineer.
- 7.3 Clause 7.2(d) does not apply to attachments of a minor nature that do not affect the structural integrity of the building and infrastructure located on the Lot Burdened (for example, attaching a pipe to existing services).

Sheet 9 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

- 7.4 In exercising the rights under this easement, the Grantee and its Authorised Users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened;
 - cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) make good any collateral damage; and
 - (e) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.
- 7.5 The Grantee must maintain its own services.
- 7.6 The Grantee:
 - (a) acknowledges that this easement is being used in common with the Grantor; and
 - (b) must not interfere with any of the services for the Lot Burdened located within the casement from time to time.
- 8 Terms of easement for air intake 1.1 wide (F) numbered six in the plan
- 8.1 The Grantor grants the right for the Grantee and Authorised Users to draw air through the ducts and apparatus in the site of the easement on the following conditions:
 - the Grantee or Authorised User must ensure that the air intake apparatus and ducts are properly serviced and maintained; and
 - (b) the Grantee or its Authorised User complies with the requirements of Government Agencies in drawing air into the Lot Benefited and in carrying out activities on the Lot Benefited which require air intake.
- 8.2 The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising its rights under this easement, including:
 - (a) entering the Lot Burdened;
 - (b) taking anything on the Lot Burdened; and
 - (c) carrying out work, such as repairing, maintaining, renewing or replacing the air shafts and vents on the site of the easement.
- 8.3 In exercising its rights under this easement the Grantee and its Authorised Users must:

Sheet 10 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

- (a) ensure that all work is done properly;
- (b) cause as little interference as practicable to the Grantor or to any Occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
- (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 8.4 Except when urgent work is required, the Grantee must:
 - give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
 - (b) enter the Lot Burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.

9 Terms of easement for access (G) numbered seven in the plan

- 9.1 The Grantor grants the right for the Grantee and its Authorised Users to enter, pass and repass to and from the Lot Benefited over that part of the Lot Burdened marked (G) on the Plan:
 - (a) for the purposes of accessing the Lot Benefited; and
 - (b) by foot only.
- 9.2 When they exercise their rights under this easement, the Grantee and its Authorised Users must:
 - (a) repair damage which they cause to the site of this easement; and
 - (b) cause as little inconvenience as practicable to the Grantor or an Occupier of the Lot Burdened.
- 9.3 The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.
- 9.4 The Grantee acknowledges that the Strata Management Statement may contain provisions regarding the right of access provided by this easement. The terms of the Strata Management Statement prevail to the extent of any inconsistency.

Sheet 11 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

- Terms of easement for access to grease arrestor room 1 wide (H) numbered eight in the plan
- 10.1 The Grantor grants the right for the Grantee and its Authorised Users to enter, pass and repass to and from the Lot Benefited over that part of the Lot Burdened marked (H) on the Plan:
 - (a) for the purposes of accessing the grease arrestor located on the Lot Burdened; and
 - (b) by foot only.
- 10.2 When they exercise their rights under this easement, the Grantee and its Authorised Users must:
 - (a) repair damage which they cause to the site of this easement; and
 - (b) cause as little inconvenience as practicable to the Grantor or an Occupier of the Lot Burdened.
- 10.3 The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.
- 11 Terms of easement for services over existing line of pipes (I) numbered nine in the plan
- 11.1 The Grantee and its Authorised Users may:
 - (a) utilise the services constructed along the existing line of pipes located on the Lot Burdened that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to these services;
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, duets, conduits, structures and equipment.
- Before exercising any rights under this easement, the Grantee and its Authorised Users must:
 - (a) except in an emergency, give the Grantor not less than 48 hours notice of intention to enter the Lot Burdened;
 - (b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the Grantor's nominee; and

Sheet 12 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

- (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened.
- 11.3 In exercising the rights under this easement, the Grantee and its Authorised Users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) make good any collateral damage.
- 11.4 The Grantee must maintain its own services.

12 Terms of easement for services (J) numbered ten in the plan

- 12.1 The Grantee and its Authorised Users may:
 - utilise the services constructed on the Lot Burdened by the Grantor that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to these services;
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.
- 12.2 Before exercising any rights under this easement, the Grantee and its Authorised Users must:
 - except in an emergency, give the Grantor not less than 48 hours notice of intention to enter the Lot Burdened;
 - (b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the Grantor's nominee; and
 - (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened in circumstances where

Sheet 13 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened.

- 12.3 In exercising the rights under this easement, the Grantee and its Authorised Users must:
 - (a) ensure all work is done properly;
 - cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened;
 - cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) make good any collateral damage.
- 12.4 The Grantce must maintain its own services.
- Terms of easement for overhangs and signage, 2, 2.6 and 3.55 wide (K) numbered eleven in the plan
- 13.1 The Grantee:
 - (a) may insist that the parts of the awnings, hoods, balconies and architectural features ("overhanging feature") which overhang the Lot Burdened as at the date this easement is created remain; and
 - (b) may install signs advertising the business of the Grantee ("Signs") in accordance with the terms of this easement within the site of the easement and may insist that they remain; and
 - (c) must keep the overhanging feature and Signs (if any) in good repair and safe condition.
- 13.2 The Grantee may install and maintain within the site of the easement Signs provided:
 - (a) the Grantee obtains relevant consent authority's approval (and any other relevant authority's approval) to the erection of the Signs; and
 - (b) the Signs comply with the signage policy in or formulated under the Strata Management Statement.
- 13.3 The Grantee may do anything reasonably necessary for the purposes of exercising its rights under this easement, including:
 - (a) entering the Lot Burdened;
 - (b) taking anything on the Lot Burdened; and

Sheet 14 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

- (c) carrying out work, such as repairing, maintaining, renewing or replacing the overhanging feature.
- 13.4 In exercising its rights under this easement the Grantee must:
 - (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the Grantor or to any Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 13.5 Except when urgent work is required, the Grantee must:
 - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
 - (b) enter the Lot Burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.
- 13.6 The Grantor must not do or allow anything to be done to damage or interfere with the overhanging feature or Sign (if any).
- 13.7 The Grantor may insist that this easement be extinguished when the overhanging feature (or the structure to which the overhanging feature is attached) in the site of the easement is removed.
- 13.8 If any part of the site of the easement is dedicated as a public road, then as from the date of the dedication, this easement is extinguished insofar as it relates to Signs, but only in respect of the part so dedicated.
- 13.9 The Grantee indemnifies the Grantor against liability or loss arising from or cost incurred in connection with damage, loss, injury or death caused or contributed to by the overhanging feature or Sign.
- 13.10 This easement extinguishes automatically when Lot 115 is dedicated as a public road (notwithstanding that the notation for this easement may remain on the title for the Lot Benefited and the Lot Burdened).

Sheet 15 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

14 Terms of easement for access (L) numbered twelve in the plan

- 14.1 The Grantor grants the right for the Grantee and its Authorised Users to enter, pass and repass to and from the Lot Benefited over that part of the Lot Burdened marked (L) on the Plan:
 - (a) for the purposes of accessing the Lot Benefited; and
 - (b) by foot only.
- When they exercise their rights under this easement, the Grantee and its Authorised Users must repair damage which they cause to the site of this easement.
- 14.3 The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.
- 14.4 This easement extinguishes automatically when Lot 115 is dedicated as a public road (notwithstanding that the notation for this easement may remain on the title for the Lot Benefited and the Lot Burdened).

Sheet 16 of 17 sheet

DP1034170

Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

Execution

SIGNED by JOHN BRUCE STURDAY as attorney for WATERWAYS AUTHORITY under power of attorney registered book 4278 no. 675 in the presence of:))))
Signature of witness MICHAEL SOUN CALIS Name of witness (block letters)	By executing this agreement the attorney hates that the attorney has received no notice of revocation of the power of attorney
SIGNED SEALED and DELIVERED by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED at Sydney by its Attorney	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by its Attorney and I, the said Attorney, state that I have not received any notice of the revocation of the Power of Attorney registered in the office of the Registrar-General at Sydney No. 228 Book 4001 under which this document is executed
Signature of witness	Minne

Sheet 17 of 17 sheet

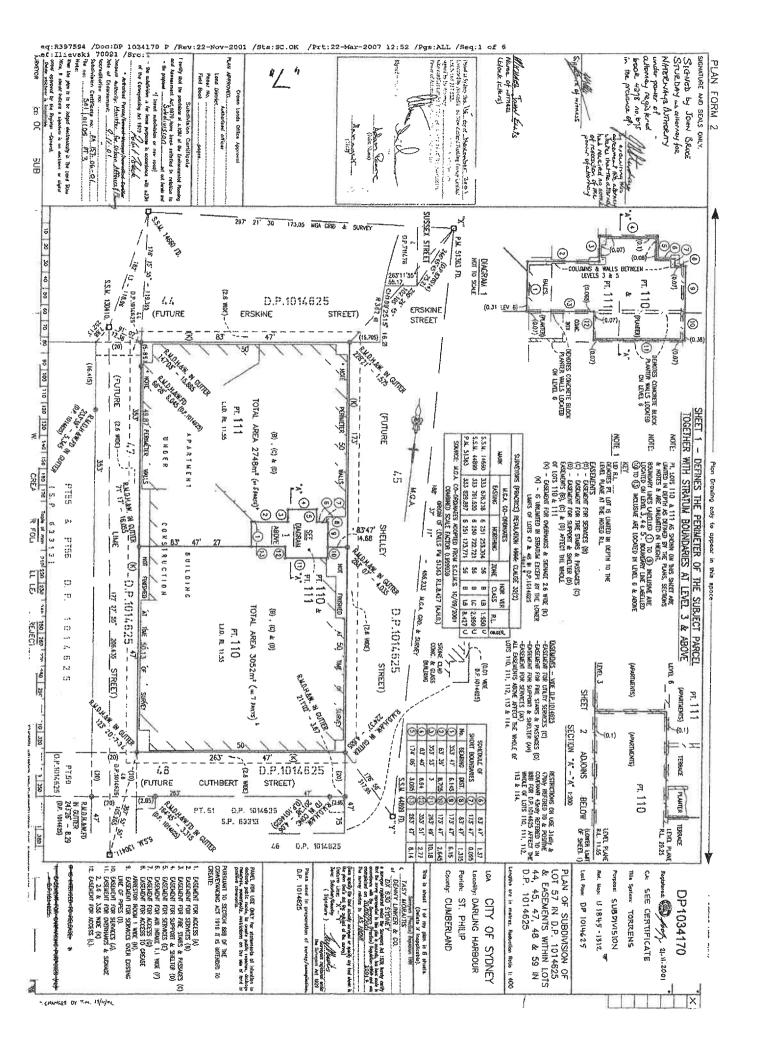
DP1034170

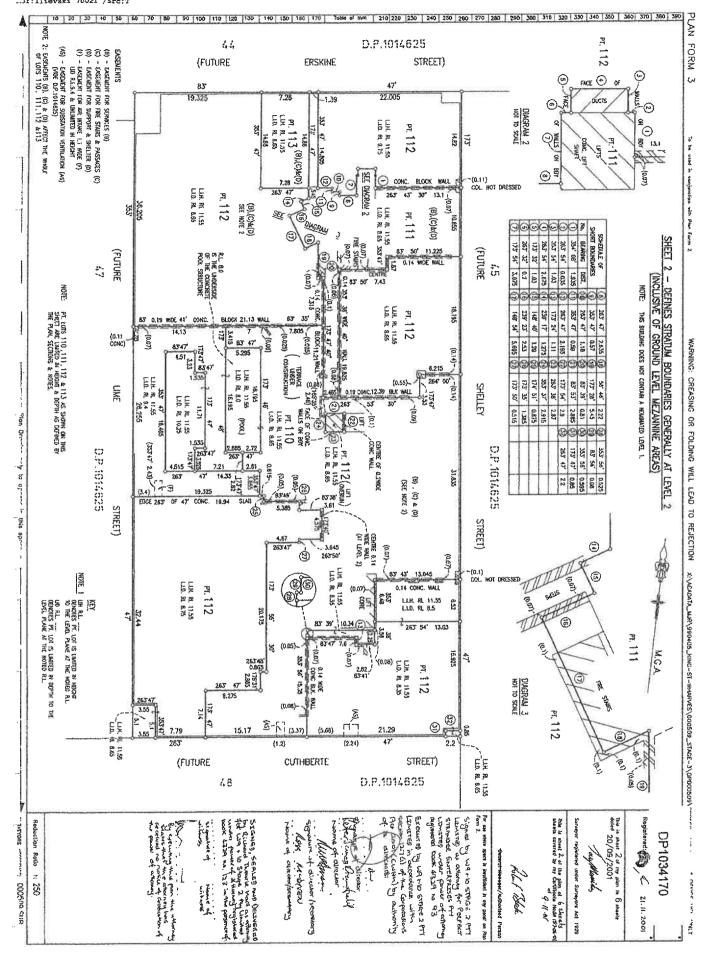
Plan of subdivision of lot 57 in DP 1014625 and easement within lot 59 in DP 1014625 covered by Subdivision Certificate No.

SIGNED by W9 & 10 STAGE 2 PTY LIMITED as attorney for PERFECT STRANGER ENTERPRISES PTY LIMITED under power of attorney registered book 4329 no. 93.

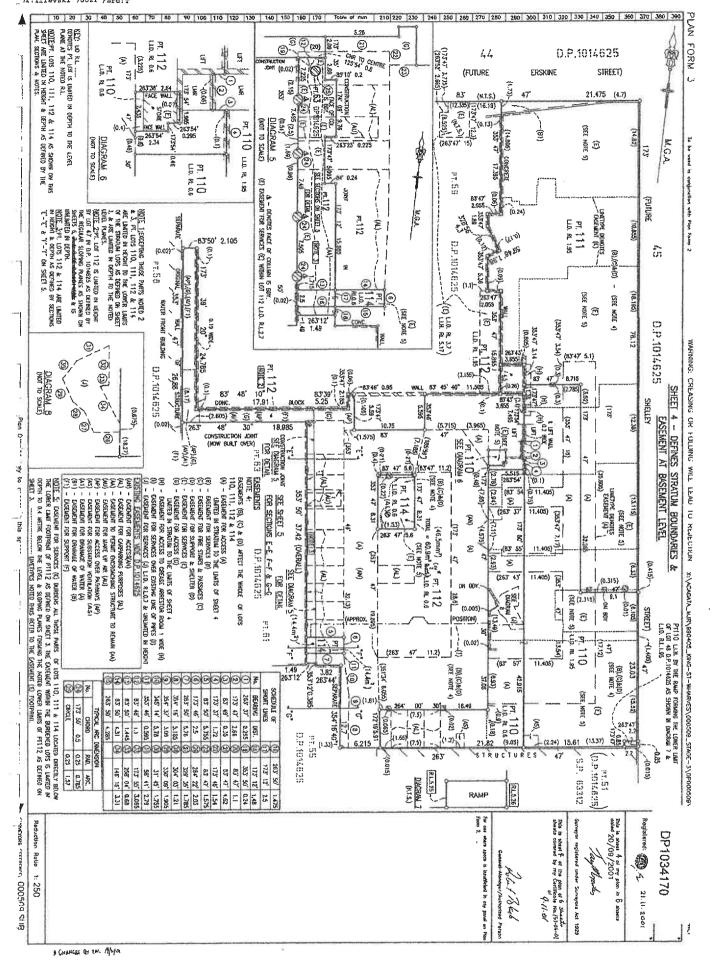
LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors: Signature of director Name of director (block letters)	Signature of director/company secretary* *detete whichever is not applicable **DS MCD(VEW) Name of director/company secretary* (block letters) *delete whichever is not applicable
SIGNED, SEALED AND DELIVERED by RICHARD THEARLE HART as attorney for W9 & 10 STAGE 2 PTY LIMITED under power of attorney registered book 4329 no. 123 in the presence of: Signature of witness CATHERINE ANNE LANS Name of witness (block letters)	By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

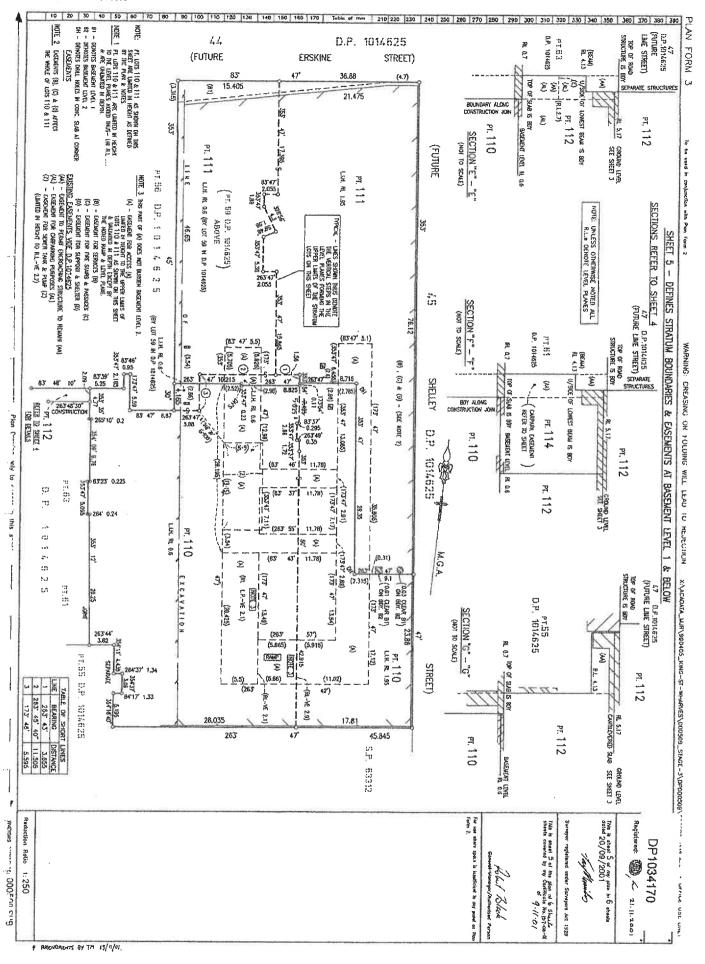
REGISTERED (2) 414 21-11. 2001

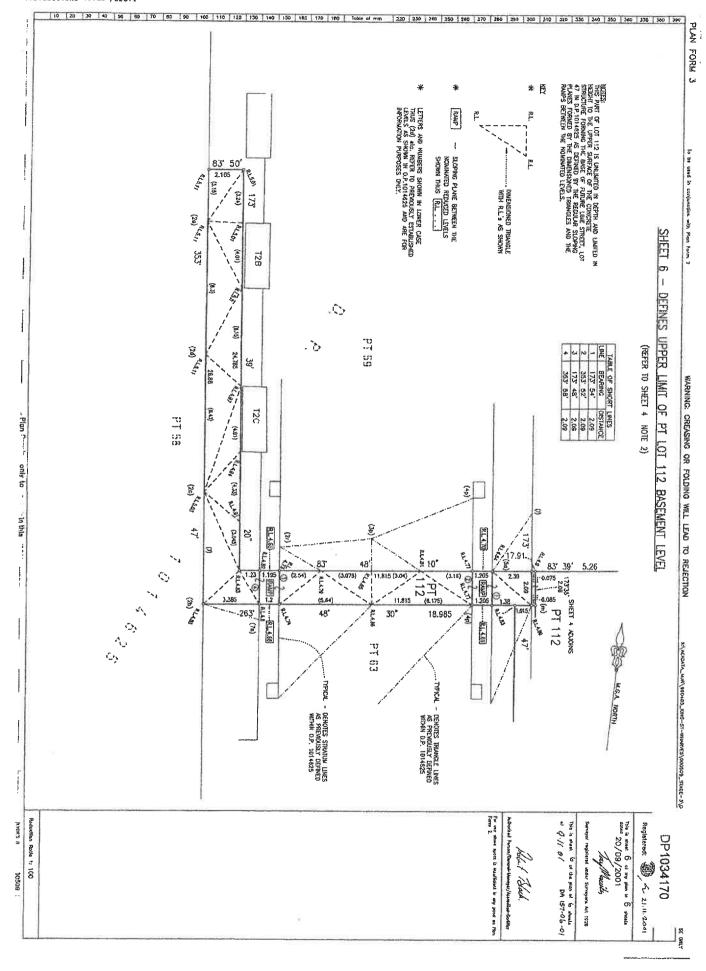




A	10 20 30 40 50 60 70 80 90 100 110 120 130 1	40 150 160 170 Yabila of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390
	000000000 \$ g 1 000000000000000000000000	40 150 160 170 Yesse of mm 210 220 230 240 250 250 250 270 280 250 300 310 320 330 340 350 360 370 380 390 V O O O O O O O O O O O O O O O O O O
-	# 15.965	ERSKINE STREET) SSEE SEE SEE OR STREET) SSEE SEE SEE SEE SEE SEE SEE SEE SEE S
1	15.965 15.965 17.02 17.0	6.545 3 831 4.885 3 15.49 (\$2.5) 15.49 (\$2.5
F	15.965 15.965 15.965 15.965 15.965 15.965 15.965 15.965 15.965 15.965 15.965 15.965 15.965	DIAGRAM 4 DIAGRAM 5
	2 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	138 44 137 14 14 15 15 15 15 15 15 15 15 15 15 15 15 15	1034 13 13 13 13 13 13 13 13 13 13 13 13 13
- [\$ 108. \$ Percray \$ 1.16 \$ 1.16	25047 7.25 (7.15) (8.15) (9.15) (9.15)
 		\$ 6. 3 B 3 C 6 4 20 45 30 13.1
1	265 107 54 55 54 55 54 55 55 55 55 55 55 55 55	1 (13) SE P E C W 44 8 /0.P.1014625 5
	PIL 11 & PI. PIL 11 & PI. PIL 11 & RI.S.17 & L. PILLUA RI.S.4 & L.J. TOTAL AREA LOT 112 4216m ⁸ (# 13 \$4833 ⁸ 8 0.46	SECTION *B" NO. 100 100 100 100 100 100 100 100 100 10
	630303088989 R 255A FELL	
	PILIT & PILIT & LIM PLAN PILIT & LIM PLAN PILIM PLAN PILIM PLAN PILIM PI	
1	11 2 44. R.LA.85 44. R.LA.85 44. R.LA.85 44. R.LA.85 45. L.37 47. L.37 48. L.38 47. L.38 48. L.38 47. L.38 48. L.38	12 12 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
1	38322333888	5 '5 4 1 6 5 5 5
ļ	16.4 17.7 18.4 17.7 18.4	15 2 0 1. 44 D.P. W14525
٠,		47
	20.205 20.205 0.74.6.2 0.735 1.39 1.3	25745 P. 113 33 P. 1138 P. 113 3 P. 1138 P. 113 3 P. 1138 P. 1
!	1 to 2	CREASING OR 1113 Pt. 1113 Pt. 113 Rt. 113 Rt
Plan	12 # Kg m	(a.an)
Drawie	SHEET AND SHEET	13
م - تالا	PP. 1 LUA S LU	PR 11.55 EP PT. 11.25 EP
6 7	PP. 112 LLA SEE NOT: LLA RE SIT IF IF IF IF IF IF IF IF IF	PR. 11.55 SMETT 3 PT. 11.12 SM
1	OUNCE 2 SHOP OF STREET	/ 6. Ship
H S	RATUM) LEVE AS SHOW OFFINAS OFFINAS REPHORE OFFINAS	7 3.6° (2.007) 0 10.185 0 12.55 (0.11) 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
4	TUM BOUIL TUM BOUIL TO THE LEVEL WAS TO THE LEVEL THE LE	112 DECTION
	BOUNDARIES BOUNDARIES WAS KNOWN WAS KNOWN WAS FLARE AT IT UNCL PLARE AT IT WAS OF THE ECON WAS	→ 10
	E A ING	
and contract	(e) 17 STRE 47 STRE 48 EASEMENTS GEN 60 - 1 (i) - 1 (ii)	1.5.5.5 (0.00) 1.5. (0.00) 1.5
	THE REASON TO SEENER IT SEENER ALL SECOND R.L. SECOND R.L. COTED R	13025 (0.07) 13
	STREET ST	PI 112 PR 9.75 1.111 PR 56 PI 112 PR 9.75 1.112 PR 9.75 1.112 PR 9.75 PI 112 PR 9
	STREET) S CENERA S CENERA IN D.P.11 EXECUTION (I) - EXECUTION (II) - EXECUTION (III)	11.00 (NOT) 11.00
	50 10 10 10 10 10 10 10 10 10 10 10 10 10	200731 10 10 10 10 10 10 10
	STREET) STR	WOT DESCRIPTION WOT DESCRI
	OCHO OCHO	(1.2) (3.37) (5.48) (2.24) 47 g d d d d d d d d d d d d d d d d d d
	LEVE	STREET) STREET S
	THE WEST	STREET) STREET) STREET) OF PLANT STREET OF PLANT STRE
2		
S WANTED SUBSTANCE.	Reduction Rolls	DP1034170 Rushistared: 130 2 11, 12001 Bit is asset 3 of my phon in 6 about below 20,009,2001 Rushistared: 20,009,2001 Surveyor rephiletes under Surveyora Act 1823 Surveyor rephiletes under Surveyora Act 1823 Pais is asset 3 of the plan of the Statestone should be my Carilleder the 1825-00-1 Should converse by my Carilleder the 1825-00-1 False of the plan of the Statestone should be my carilleder the 1825-00-1 False of the plan of the Statestone should be my pool on the form 2.
383339	n Ralio	200 00 00 00 00 00 00 00 00 00 00 00 00
MOY OL	1: 250	bp1034170 lared: my bon in 20/09/2001 Ly Market or registeres under Same or registeres the my bon in converse to my boning of some the my boning of the same of
802.505.SUB	8 6	TO 21-11-200 21-
BUS		DP1034170 Registered: 120 L 21-11. 2001 Registered: 120/09/2001 Redict 20/09/2001 Re
	e curress of the 19/nios	\$1.5 2 1 1 1







Req:R425		23426 /Rev:23-Nov-200 c:T	01 /Sts:SC.OK	/Prt:28-Mar-2007	13:50 /Pgs:ALL /Seq:1 of 3
		06-067		LEASE	
	Licensee: Ma	llesons Stephen Jaques	R	New South Wales leal Property Act 1900	
	CTAMP OUTE	PRIVACY NOTE: 11	his information	n is legally required	8123426A and will become part of the public record
	STAMP DUTY	Office of State Rev	venue use only		NEW SOUTH WALES DUTY 20-11-2001 0G00813016-022 SECTION 179-ORIGINAL NO DUTY PAYABLE
(A)	TORRENS TITLE	Property leased: if FOLIO IDEN'TIFIE	appropriate, sp ER 76/SP66849	pecify the part or pren	nises
(B)	LODGED BY	Box Mal DX	ne, Address or I llesons Steph 113 Sydney) 9296 2000		CODE
		41J Refe	rence (optional):	
(D)		The lessor leases to the Encumbrances (if appli	lessee the propicable) 1.	erty referred to above.	
(E)	LESSEE	W9 & 10 STAGE 21		O (ACN 085 676 651)	2. 3,
(F)		TENANCY:	S III MANAGAN S (O) III A		
(G)	 COMMENC TERMINAT With an O Together v Incorporat No. 811 	es the provisions set ou	period of period of t out in IGHTS cet out i itional meteria	n- I set out in ANNEXUR NDUM filed at Land a	set out in EE(S) hereto, and Property Information New South Wales as andum No. 8117301
6 .	Ali Handwritin	IG MUST BE IN BLOCK CAP	TAY O	Down d of O	

1				13:50 /Pgs:ALL /Seq:2 of 3
	DATE	15 / 11 / 2001 dd mm yyyy		
	Certified corre	ct for the purposes of the Real Pr	roperty Act 1900.	
(H)	Execution by l	LESSOR see Annexure A		
				•
				Note: where applicable, the lessor must complete the statutory declaration below.
	Execution by L	ESSEE see Annexure A		The state of the s
iř.				
~*>	A-11 4 1010 144-4-143 4 14-14			
(I)				
	STATUTORY DE	CLARATION		
	I,			
	I,solemnly and sin	ncerely declare that—		
	I, solemnly and sin 1. The time for	ncerely declare that— or the exercise of option to	in expired lease F	No, has ended;
	I, solemnly and sin 1. The time for	ncerely declare that—	in expired lease Need the option.	No. has ended;
	solemnly and sin The time for The lessee	ncerely declare that— or the exercise of option to under that lease has not exercis	sed the option.	
	I, solemnly and sin 1. The time for 2 The lessee I make this soler	ncerely declare that— or the exercise of option to under that lease has not exercis on declaration conscientiously	ed the option. believing the same to be true	e and by virtue of the Oaths Act 1900.
	I, solemnly and sin 1. The time for 2 The lessee I make this soler Made and subscri	ncerely declare that— or the exercise of option to under that lease has not exercis on declaration conscientiously ribed at	sed the option. believing the same to be true	e and by virtue of the Oaths Act 1900. the State of New South Wales
	I, solemnly and sin 1. The time for 2 The lessee I make this soler Made and subscri	ncerely declare that— or the exercise of option to under that lease has not exercis on declaration conscientiously	sed the option. believing the same to be true	e and by virtue of the Oaths Act 1900. the State of New South Wales
	I, solemnly and sin The time for The lessee I make this soler Made and subscroon	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at	sed the option. believing the same to be true	e and by virtue of the Oaths Act 1900. the State of New South Wales
	I, solemnly and sin 1. The time for 2 The lessee I make this soler Made and subscri	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at	sed the option. believing the same to be true	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
	I, solemnly and sin The time for The lessee I make this soler Made and subscroon	neerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at ness:	believing the same to be true in in the pro	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
	I, solemnly and sin 1. The time for 2 The lessee I make this soler Made and subscroon Signature of with	neerely declare that— or the exercise of option to under that lease has not exercis under declaration conscientiously ribed at ness:	believing the same to be true in in the pro-	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
	I, solemnly and sin 1. The time for 2 The lessee I make this soler Made and subscroon Signature of with Name of witness Address of witness	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at ness:	believing the same to be true in in the pro	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
	I, solemnly and sin 1. The time fc 2 The lessee I make this soler Made and subscron Signature of with Name of witness Address of witness	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at ness:	believing the same to be true in in the pr	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
	I, solemnly and sin 1. The time fc 2 The lessee I make this soler Made and subscron Signature of with Name of witness Address of witness	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at ness:	believing the same to be true in in the pro-	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
	I, solemnly and sin 1. The time fc 2 The lessee I make this soler Made and subscron Signature of with Name of witness Address of witness	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at ness:	believing the same to be true in in the pr	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
3045	I, solemnly and sin 1. The time for 2 The lessee I make this soler Made and subscroon Signature of with Name of witness Address of witner Qualification of the	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at ness:	believing the same to be true in in the pr	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of
0845_	I, solemnly and sin 1. The time fc 2 The lessee I make this soler Made and subscron Signature of with Name of witness Address of witness	ncerely declare that— or the exercise of option to under that lease has not exercis and declaration conscientiously ribed at ness:	believing the same to be true in in the pr	e and by virtue of the Oaths Act 1900. the State of New South Wales escence of

Annexure A to Lease Parties: WATERWAYS AUTHORITY to W9 & 10 STAGE 2 PTY LIMITED Dated: 15 November 2001 Commencing Date: Date of registration of Strata Plan No. 66849 Terminating Date: 99 years less one day after the Commencing Date Execution by Lessor: SIGNED by JOHN BRUCE STURDAY as attorney for the WATERWAYS AUTHORITY under power of attorney registered book 4278 no. 675 in the presence of: Signature of witness CATHARINE ANNE LAWS Name of witness (block letters) 1 FARRER PLACE, SYDNEY Address of witness Signature attorney Execution by Lessee: SIGNED, SEALED AND DELIVERED by RICHARD THEARLE HART as attorney for W9 & 10 STAGE 2 PTY LIMITED under power of attorney registered book 4329 no. 123 in the presence of: Signature of witness

By executing this deed the attorney states that

the attorney has received no notice of revocation of the power of attorney

CATHARINE ANNE LAWS
Name of witness (block letters)

Form: 07L Licence: 01-06-067

Licensee: Mallesons Stephen Jaques

LEASE

New South Wales Real Property Act 1900



		PRIVACY NOT	E: this information is legally required an	(012333UFI
	STAMP DUTY	Office of Star	e Revenue use only	
				???x???NEW SOUTH WALES DUTY
				20-11-2001 (0000812974-001
			3	SECTION 179-ORIGINAL
				NO DUTY PAYABLE
(A)	TORRENS TITLE	Property lease	d: if appropriate, specify the part or premis	P6
		CP/SP66849	The promise of the part of promise	,
			,	
			1	
		Interest the state of the state	TO COMPANY THE PROPERTY OF THE	
(B)	LODGED BY	Delivery	Name, Address or DX and Telephone	CODE
		Box	Mallesons Stephen Jaques	
			DX 113 Sydney	
			(02) 9296 2000	
		41J	Reference (optional):	I IL
(C)	LESSOR	WATERWAY	S AUTHORITY	THE RESIDENCE OF THE PROPERTY
		1	¥	
	31		to the lessee the property referred to above.	
(D)		Encumbrances (i	fapplicable) 1. 2	3.
(E)	LESSEE	THE OWNER	S - STRATA PLAN NO. 66849	
,				
(F)		TENANCY:		
(G)	1. TERM:	99 YEARS		
	2. COMMENC	NG DATE: Se	e Annexure A Z NUV ZUU	
		NG DATE: Se	THE COURSE THE TAX THE	
			for a period of	set out in
		TION TO PURCH		
	6. Together w	ith and reserving	the RICHTS set out in	
	7. Incorporate	s the provisions	or additional material set out in ANNEXURE	(S) B hereto,
	8. Incorporate	es the provisions	set out in MEMORANDUM filed at Land and	1 Property Information New South Wales as
	9. The RENT is	s set out in c	lause No. 2.1 of Annexure	В
		*	to III PAA-11 & Gloropean or or	
9.4				

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 18

	DATE	15 / 11 / 2001 dd mm yyyy				
	Certified cor	rect for the purposes of the Real Proper	rty Act 1900,			
(H)	Execution by	LESSOR see Annexure A				
				Note: where applicable, the lessor mus		
				complete the statutory declaration belo		
	Execution by	LESSEE see Annexure A		2		
				Ŷ.		
(I)	STATUTORY DECLARATION					
	I,	sincerely declare that—				
		for the exercise of option to	in expired lease No.	hoa andad		
		ee under that lease has not exercised t	the option.	has ended;		
	2 The lesse					
	2 The lesse		,	•		
	2 The lesse	lemn declaration conscientiously beli	•	l by virtue of the Oaths Act 1900.		
	2 The lesse I make this so		eving the same to be true and			
	2 The lesses I make this so	lemn declaration conscientiously beli	eving the same to be true and in the	State of New South Wales		
	2 The lesses I make this so	lemn declaration conscientiously beli scribed at	eving the same to be true and in the	State of New South Wales		
	2 The lesses I make this so	lemn declaration conscientiously beli scribed at	eving the same to be true and in the	State of New South Wales		
	I make this sol Made and sub-	lemn declaration conscientionsly beliscribed at	eving the same to be true and in the in the present	State of New South Wales		
	I make this soi Made and sub- onSignature of w Name of witne	lemn declaration conscientiously beli scribed at sitness:	eving the same to be true and in the in the present	State of New South Wales		
	I make this soil Made and subson Signature of w	lemn declaration conscientiously beli scribed at sitness:	eving the same to be true and in the in the present	State of New South Wales		
	I make this soi Made and sub- onSignature of w Name of witne	lemn declaration conscientiously beliscribed at itness: css:	in the just in the present	State of New South Wales		

5421354_1.DOC

Annexure A to Lease	
Parties:	
WATERWAYS AUTHORITY to THE OV	WNERS - STRATA PLAN NO. 66849
Dated: 15 November 2001	
Commencing Date: Date of registration of	of Strata Plan No. 66849
Terminating Date: 99 years less one day	after the Commencing Date
Execution by LESSOR:	**
SIGNED by JOHN BRUCE STURDAY)
as attorney for the WATERWAYS	>
AUTHORITY under power of attorney registered book 4278 no. 675 in the)
presence of:	j
)
A Maria	,
Signature of miness)
Michael Khais)
Name of witness (block letters))
1 FARRED PLACE SYMIA	\// //
1 FARRED PLACE SYDNEY Address of witness) yearday
) Signature of attorney
Execution by LESSEE:	
SIGNED by JOHN BRUCE STURDAY)
as attorney for the WATERWAYS	ý ,
AUTHORITY under power of attorney	
registered book 4278 no. 675 in the presence of:)
	ý
Melin)
Signature of witness)
MICHAEL ELLIS)
Name of witness (block letters)) 1.1.
	MIL
1 PARRER PLACE, Sypwer	Melleday
Addition of Widness /) Signature of attorney

Page 3 of 18

Annexure B to Lease

Parties:

WATERWAYS AUTHORITY to THE OWNERS - STRATA PLAN NO. 66849

Dated: 15 November 2001

Contents

King Street Wharf Precinct 2 Common Property Lease for Residential North

1	Interpretation	6
	Definitions Interpretation Exclusion of implied covenants and powers Lessor's position as an authority Provisions to be construed as covenants Severability of provisions	6 7 8 8 8
2	Rent, Rates, Taxes and Levies	8
	Rent Rates, Taxes and Levies Services	8 8 9
3	Use of the Common Property and the Building	9
	Alterations and additions Lessee to comply with laws	9 9
	Lessor not liable for matters relating to improvements or services Use Defective facilities Maintenance and repair Pollution control Compliance with lease and by-laws Waterfront noise Use of the Building	9 9 9 9 10 10
4	Undisturbed Occupation	10
	Lessee's quiet enjoyment	10
5	Insurance	10
	Building and other insurance Policies Full particulars Insurance not to be avoided	10 11 11 11
6	Inspection	11
	Right of entry Restriction on exercise	11 11
7	Release and Indemnity	12
	Lessee as owner Release and indemnity by Lessee Lessee's indemnity not affected Negligence or default of Lessor	12 12 12 12

W M

Continuation of liability	12
Transfer	12
Lessor may transfer	12
Strata Management Statement and King Street Wharf Umbrella Deed	13
Lessee to comply Lessor to comply King Street Wharf Umbrella Deed Easement	13 13 13 13
Yielding Up	13
Surrender of possession Removal of Tenant's Fixtures and Lessee's Property Tenant's Fixtures or Lessee's Property not removed	13 13 14
General	14
Lessee not agent or Lessor Waiver Costs Lessee to pay cost of work No merger Consents Easements Compensation under the Act Resumption Supervening legislation Act and Management Act Minister's approval Release for building works Notices Interest on money due No derogation from grant Lessor's right to attend general meetings	144 144 155 155 155 156 166 166 166 166 166
Disputes	17
	Lessor may transfer Strata Management Statement and King Street Wharf Umbrella Deed Lessee to comply Lessor to comply King Street Wharf Umbrella Deed Easement Yielding Up Surrender of possession Removal of Tenant's Fixtures and Lessee's Property Tenant's Fixtures or Lessee's Property not removed General Lessee not agent or Lessor Waiver Costs Lessee to pay cost of work No merger Consents Easements Compensation under the Act Resumption Supervening legislation Act and Management Act Minister's approval Release for building works Notices Interest on money due No derogation from grant Lessor's right to attend general meetings

1 Interpretation

Definitions

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

Act is the Strata Schemes (Leasehold Development) Act 1986 (NSW).

Building is the part of the building erected in the Parcel of which the Common Property forms part.

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

Charter Vessel Operation Guidelines are any formal guidelines adopted from time to time by MMHC or the Waterways Authority to regulate the use of waterfront facilities by the owners and operators of charter vessels.

Common Property is the common property in the Strata Scheme and referred to on the cover sheet of this Lease as the "Premises".

Easements is any easement, restriction, positive covenant or affectation which benefits the Parcel.

Governmental Agency is any government or any governmental or semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity.

King Street Wharf Umbrella Deed is the deed entered into or proposed to be entered into immediately after registration of this lease by W 9 & 10 Stage 1 Pty Limited, the Lessor and the Lessee for the purpose of ensuring appropriate arrangements for the maintenance and management of the project of which the Parcel is part, including any variation or replacement of such deed.

Land is Lot 111 in DP1034170.

Lease is this lease.

Lessee is the Owners Corporation, its successors and assigns and where not repugnant to the context its agents, employees, invitees and licensees.

Lessec's Covenants is the agreements contained or implied in this Lease to be observed by the Lessee.

Lessee's Property is any improvements, structures, plant, equipment, machinery, fixtures and fittings including all articles and items constructed, installed or brought onto the Premises and owned or leased by or licensed to the Lessee.

Lessor is the Waterways Authority its successors and assigns and where not repugnant to the context its agents, employees, invitees and licensees.

Lot is a lot in the Strata Scheme and Lots means all of those lots.

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

Minister is the Minister administering the Ports Corporatisation & Waterways Management Act 1995 (NSW) and the Government of the State of New South Wales.

Occupier is any person in lawful occupation of a Lot.

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

Parcel is the Common Property and the Lots.

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

Proprietor is the lessee (as defined in the Act) of a Lot.

Rates, Taxes and Levies are all rates, taxes, assessments, charges, duties and fees imposed by any Governmental Agency and levies imposed under the Strata Management Statement or the King Street Wharf Umbrella Deed together with any interest, fines and penalties in connection with any of them.

Strata Management Statement is the strata management statement affecting the Parcel which is registered before or with the Strata Plan.

Strata Plan is the leasehold strata plan registered in respect of the Land.

Strata Scheme is the leasehold strata scheme constituted on registration of the Strata Plan.

Tenant's Fixtures are that part of the Lessee's Property which is capable of removal without substantial damage to the Common Property excluding, without limitation, any plant relating to air conditioning, elevators, escalators, fire sprinklers and alarm systems.

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

Interpretation

- 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;
 - 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;
- 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 document.

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 (NSW) will not apply or be implied in this Lease except to the extent they are included in the provisions of this Lease.

Lessor's position as an authority

1.5 The Lessee acknowledges that nothing in this Lease in any way restricts or otherwise fetters the Lessor's statutory discretion as to the use of its statutory powers as a statutory authority under its constituting legislation or all relevant acts.

Provisions to be construed as covenants

1.6 The provisions and conditions 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 and agreements 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.

Rent, Rates, Taxes and Levies

Rent

2.1 The rent payable by the Lessee to the Lessor is \$1.00 for the whole of the Term. The Lessor acknowledges that the rent has been paid.

Rates, Taxes and Levies

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

Services

2.3 The Lessee must pay on time all charges for electricity, gas, water and other services assessed in respect of the Parcel or imposed on it pursuant to the Strata Management Statement or King Street Wharf Umbrella Deed.

3 Use of the Common Property and the Building

Alterations and additions

3.1 The Lessee is subject to and must comply with any restrictions, requirements and prohibitions set out in the Strata Management Statement in relation to alterations or additions to the Common Property.

Lessee to comply with laws

3.2 The Lessee must at its expense promptly comply with all laws relating to the Parcel, including, without limitation, any requirements, notices and orders of any Governmental Agency, with which it is legally obliged to comply.

Lessor not liable for matters relating to improvements or services

3.3 The Lessor is not responsible for and the Lessee releases the Lessor 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.

Use

3.4 The Common Property must only be used for its intended purpose as common property in a strata scheme and appropriate anciliary uses.

Defective facilities

3.5 The Lessee must not allow the use of any part of the Parcel which the Lessee knows or has reason to suspect has become seriously defective, unsafe or faulty.

Maintenance and repair

- The Lessee must keep the Common Property in good and serviceable repair in accordance with the Strata Management Statement having regard to the age of the Parcel and the effect of fair wear and tear.
- 3.7 The Lessee must keep the Common Property clean and free from rubbish.
- 3.8 The Lessee acknowledges that the Lessor is not required, either by this lease or general law, to maintain or repair the Building, the Common Property or any other thing referred to in this lease. The Lessee releases the Lessor and the Minister in relation to any such express or implied obligation.

Pollution control

- 3.9 The Lessee must comply with all Pollution Control Legislation.
- 3.10 The Lessee indemnifies the Lessor from and against all claims and demands and liability of any kind which may arise out of any

non-compliance by the Lessee, its agents or employees with the requirements of Pollution Control Legislation.

Compliance with lease and by-laws

- 3.11 The Lessee must use all reasonable endeavours to ensure that the Proprietors and Occupiers of the Lots comply with the lease for that Lot and the By-Laws.
- 3.12 The Lessee must not amend the By-Laws where the amendment may have a material adverse impact on the Lessor without the written consent of the Lessor.

Waterfront noise

- 3.13 The Lessee must not object to any conduct and resulting noise or disturbance arising from use of the waterfront facilities along the harbour foreshore (including but not limited to any activities associated with charter vessels, ferry operations or other port activities) if such conduct, noise or disturbance is not:
 - (a) contrary to any Charter Vessel Operation Guidelines or other waterfront management plan formulated from time to time by the Lessor; and
 - (b) otherwise unlawful.

The Lessee releases the Lessor and the Minister from any claims and demands of any kind and from liability which may arise in respect of or arising out of the matters contemplated by this clause 3.13.

Use of the Building

3.14 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 and the Lessee 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.

4 Undisturbed Occupation

Lessee's quiet enjoyment

- 4.1 The Lessee while duly and punctually observing the Lessee's Covenants is entitled to peaceably possess and enjoy the Common Property during the Term without disturbance from the Lessor except to the extent provided for in this Lease.
- 4.2 Nothing in this clause 4 prevents or limits the right of the Lessor, or any person authorised by the Lessor, from carrying out building or demolition work on any land adjoining or in the vicinity of the Parcel. The Lessee must not object to the consequences of such work being carried out.

5 Insurance

Building and other insurance

5.1 The Lessee must comply with section 84(1) of the Management Act.

- 5.2 The Lessee must comply with section 87 of the Management Act and must ensure that the policy effected under that section indemnifies the Lessee in respect of all its liabilities under clause 7 and elsewhere in this lease.
- 5.3 The policy effected by the Lessee 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 Lessor from time to time reasonably prescribes, being an amount not less than any minimum amount provided by the regulations under the Management Act.

Policies

- 5.4 The Lessee, in respect of all policies of insurance which the Lessee must effect under this Lease, must:
 - ensure that the interests of the Lessor are covered where applicable and take out the insurance in the joint names of the Lessor and the Lessee unless the Lessee is prevented by law from doing so;
 - (b) lodge promptly with the Lessor a duplicate or certified copy of each policy and a copy of each renewal certificate; and
 - (c) punctually pay all premiums in respect of the policy and its renewal.

Full particulars

5.5 The Lessee 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

5.6 Neither party must do or permit anything which prejudices any insurance required under this clause 5 or causes a change in risk which results in an increase in the amount of the premium.

6 Inspection

Right of entry

- 6.1 The Lessor may at any time on giving the Lessee 30 days' notice in writing (other than in an emergency or upon the default of the Lessee, when no notice is required):
 - enter the Common Property for the purpose of ascertaining whether the Lessee is complying with the Lessee's obligations under this Lease; and
 - (b) give the Lessee written notice requiring the Lessee, within a reasonable time, to carry out repairs or other work for which the Lessee is responsible.

Restriction on exercise

6.2 The Lessor may not exercise the rights under clause 6.1(a) more than twice in any 12 month period (other than in an emergency or upon the default of the Lessee).

7 Release and Indemnity

Lessee as owner

7.1 The Lessee 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 and indemnity by Lessee

- 7.2 Without limiting clause 7.1, the Lessee agrees to occupy, use and keep the Common Property at its own risk.
- 7.3 Without limiting clause 7.1, the Lessee releases and indemnifies, to the extent not excluded by law, the Minister, the Lessor and its contractors from any:
 - (a) claims and demands of every kind; and
 - (b) liability which may arise,

in respect of any matter including but not limited to:

- (c) 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 fixtures or personal property of the Lessee, unless the damage, death or injury is caused by the negligence of the Lessor; and
- (d) any act or omission of the Lessee which might impose on or increase any liability of the Lessor in respect of the Building or the Parcel.

Lessee's indemnity not affected

7.4 The fact that the proceeds of the policies referred to in clause 5 may not fully indemnify the Lessor or the Minister does not affect the amount of the Lessee's indemnity under clause 7.3.

Negligence or default of Lessor

7.5 Despite any other provision of this clause 7, the releases, responsibilities and indemnities contained in this clause 7 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 Lessor.

Continuation of liability

7.6 The obligations of the Lessee under clause 5 and this clause 7 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.

8 Transfer

Lessor may transfer

8.1 The Lessor 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) is a prescribed authority under the Act; and
- (b) is acquiring the entirety of the Lessor's right, title and interest in the Land.
- 8.2 On and from the effective date of a transfer or assignment under clause 8.1 the Lessee releases the Lessor from future liability in connection with this lease or the Lessee's use of the Lot.

9 Strata Management Statement and King Street Wharf Umbrella Deed

Lessee to comply

- 9.1 The Lessee must comply with the Strata Management Statement and must not do anything to prevent:
 - (a) compliance by a Proprietor or an Occupier with the Strata
 Management Statement; or
 - (b) the exercise by the Lessor of the Lessor's rights under the Strata Management Statement.

Lessor to comply

9.2 The Lessor must comply with the Strata Management Statement.

King Street Wharf Umbrella Deed

9.3 The Lessee must enter into the King Street Wharf Umbrella Deed promptly upon a request to do so from the Lessor and must remain as a party to that deed unless the Lessor agrees in writing to the contrary.

Easement

9.4 The Lessee shall be entitled to enjoy the benefit of the Easements, provided that the Lessee shall, at all times during the Term, comply with the obligations of the Lessor under the Easements. The Lessor authorises the Lessee under each of the Easements to act in accordance with this clause 9.4, provided that the Lessee indemnifies and keeps indemnified the Lessor 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 9.4.

10 Yielding Up

Surrender of possession

10.1 On the expiry or earlier termination of this Lease, the Lessee must surrender peaceably and yield up the Common Property in a condition consistent with the Lessee's Covenants in this Lease.

Removal of Tenant's Fixtures and Lessee's Property

- 10.2 The Lessee:
 - (a) may, at or prior to the expiry or earlier termination of this Lease; and
 - (b) must, if required by the Lessor 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 Lessee's Property and must:

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

Tenant's Fixtures or Lessee's Property not removed

- 10.3 The Lessor, to the extent that the Lessee does not comply with clause 10.2(b), may remove and dispose of any items not removed by the Lessee, as if those items were the property of the Lessor.
- 10.4 The Lessee indemnifies the Lessor for any damage, expense, loss or liability suffered or incurred by the Lessor in respect of clause 10.3.

11 General

Lessee not agent or Lessor

- 11.1 The Lessee must not:
 - (a) in connection with the Common Property or otherwise directly or indirectly hold out or permit to be held out to any person, any statement, act, deed, matter or thing indicating that the Common Property is managed or supervised by (or on behalf of) the Lessor or the Minister; or
 - (b) not act as or represent itself to be the agent of the Lessor.
- 11.2 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 Lessor and the Lessee. The relationship between the Lessor and Lessee is that of lessor and lessee only.

Waiver

- 11.3 No waiver by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease will operate as a waiver of another breach of the same or of any other covenant obligation or provision contained or implied in this Lease.
- 11.4 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

- 11.5 The Lessee must pay the Lessor's reasonable legal costs and all duties, fees, charges and expenses in respect of:
 - (a) entering into this lease;
 - (b) any application for the consent or approval of the Lessor under the Lease;
 - (c) any breach of the Lessee's Covenant's; and
 - (d) the exercise of any right, power, privilege, authority or remedy of the Lessor in respect of the Lease if ordered by any

competent authority or court or determined pursuant to the Strata Management Statement.

Lessee to pay cost of work

Whenever the Lessee 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 Lessee.

No merger

11.7 Nothing in this Lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power, authority, discretion or remedy which the Lessor may have against the Lessee except as otherwise expressly provided in this Lease.

Consents

- 11.8 Any consent or approval of the Lessor which the Lessee 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 Lessor acting reasonably and no later than 30 days after a proper request has been made by the Lessee.
- 11.9 Consents or approvals by the Lessor may be signed by the authorised officer or any other person authorised by the Lessor for that purpose from time to time.

Easements

- 11.10 The Lessee acknowledges that at the date of this Lease there may not have been established all the rights which may be required under the Strata Management Statement or 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.
- 11.11 The Lessee must not object to the establishment of any rights referred to in clause 11.10 unless the establishment of that right would substantially lessen the enjoyment of rights conferred on the Lessee by this Lease, and must consent to and sign any documents which may be necessary to give effect to them.

Compensation under the Act

11.12 The Lessee 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 Act from the Lessor on the expiry or earlier termination of this Lease.

Resumption

11.13 Without prejudice to any statutory right of the Lessee 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

Supervening legislation

.14 Unless its application is mandatory by law, any present or future law which varies the Lessee's Covenants resulting in the Lessor's rights under this Lease being adversely affected is excluded.

Act and Management Act

11.15 Unless otherwise stated, where there is any inconsistency between the terms of this Lease and any provision of the Act or the Management Act, the Act or the Management Act (as the case may be) prevails.

Minister's approval

11.16 The Lessor has prior to its execution of this Lease obtained the approval of the Minister to the grant and the provisions of this Lease.

Release for building works

11.17 The Lessee releases the Lessor and the Minister from any claims and demands of any kind and any liability which may arise in respect of or arising out of the conduct of any building works or development activities or public activities, charter vessel, ferry or other port activities of any kind adjoining or in the vicinity of the Building.

Notices

- 11.18 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 Lessee if signed by an authorised officer for the time being of the Lessor or the Executive Director of the Maritime Assets Division of the Department of Transport or his or her delegate and:
 - (a) if served personally; or
 - (b) if left addressed to the Lessee; or
 - (c) if forwarded by prepaid post addressed to the Lessee,

at the address shown in this Lease or such other address as the Lessee may from time to time notify the Lessor 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

11.19 The Lessee must pay the Lessor on demand interest on any money due to the Lessor under this lease at the rate of 2 per cent per annum above the Commonwealth Bank of Australia reference rate or, if that rate is not available the rate the Lessor reasonably determines is appropriate.

No derogation from grant

11.20 The Lessor must not do, or permit anything to be done which might derogate from the interests of the Lessee under this Lease, and must not grant any concurrent or superior lease over the Parcel.

Lessor's right to attend general meetings

11.21 The Lessor is entitled to send a representative to each general meeting of the Lessee and for that purpose:

- (a) the Lessee must give notice of all general meetings to the Lessor; and
- (b) the Lessor does not have a right to vote at any such meetings (unless the Lessor is also the holder of a lot lease of a Lot).

The Lessor is not obliged to send a representative to any general meeting.

12 Disputes

In the event of a dispute or complaint concerning a matter in this Lease, either party may invoke the dispute determination provision in the Management Act or the Strata Management Statement.

We certify this lease to be correct for the purposes of the Real Property Act.

EXECUTED as a deed

Execution page

Execution by LESSOR:	
as attorney for the WATERWAYS AUTHORITY under power of attorney registered book 4278 no. 675 in the presence of:))))))
Signature of witness	
MICHAEL ELLS Name of witness (block letters)	} <i>MLL</i>
Address of witness) Signature of attorney
Execution by LESSEE:	
SIGNED by JOHN BRUCE STURDAY as attorney for the WATERWAYS AUTHORITY under power of attorney registered book 4278 no. 675 in the presence of:))))
Signature of sitness) }
MICHAEL FLLIS Name of witness (block letters) I FARRER PLACE, SYNNEY Address of witness	} } } }
) Signature of attorney

97-16LM

LTO Licence Number 10V/0161/95

MEMORANDU

section 80A, Real Property Act 1900



8117301G

(A) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	T
41J	Mallesons Stephen Jaques, Solicitors DX 113 Sydney	LM
	Telephone 02 9296 2000	MM
	REFERENCE (max. 15 characters): CAL: 02-5036-3770	TAITAL

(B) The Applicant MALLESONS STEPHEN JAQUES

(C) Signature of Applicant or Applicant's Representative

Richard Thearle Hart
Partner, Mallesons Stephen Jaques
Name and Qualification

INSTRUCTIONS FOR COMPLETION

- 1. This form and any annexures to it must be completed clearly and legibly in permanent, dense, black or dark blue print. If using a dot-matrix printer the print must be letter-quality.
- 2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the lefthand margin.
- 3. The following instructions relate to the marginal letters on the form.
 - (A) This section is to be completed by the person or firm lodging the memorandum at the Land Titles Office.
 - (B) Insert the name of the relevant lending institution, lessor, etc, and the number of pages in the memorandum.
 - (C) To be signed by the Applicant or the Applicant's representative.
 - (D) The text of the provisions may commence this page, or all the provisions may be included on an annexure. The pages containing the provisions must be numbered consecutively, the first such page being numbered 1. Do not number blank pages.

The clauses must be numbered consecutively from number 1.

The margins on this page and on any annexure must be those specified in the Real Property Act Regulations.

The paper used for any annexure must be of not less substance than 105 grams per square metre; however if one side only is used it should be not less than 80 grams per square metre.

The first and last pages containing the text of the provisions must be signed by the Applicant or the Applicant's representative. Rule through and initial all blank pages.

Filed in the Land Titles Off	ice on// 19
------------------------------	-------------

Annexure A

Page 1 of 14

Contents

King Street Wharf Precinct 2 Residential North lot lease memorandum

1	Interpretation	3
	Definitions	3
	Interpretation	4
	Exclusion of implied covenants and powers	
	Lessor's position as an authority	5 5 5
	Provisions to be construed as covenants	5
_	Severability of provisions	5
2	Rent, Rates, Taxes and Levies	5
	Rent	5
	Rates, Taxes and Levies	6
	Services	6
3	Use of the Lot	6
	Lessee to comply with laws	6
	Lessee to notify damage	6
	Lessor not liable for matters relating to improvements and	_
	services Maintenance and repair	6 6
	Pollution control	6
	Waterfront noise	7
	Use	7
4	Undisturbed Occupation	8
	Lessee's quiet enjoyment	8
	Lessor's right to enter	8
	Lessor's reservation of rights	8
5	Insurance	9
6	Release and Indemnity	9
	Lessee as owner	9
	Release and indemnity by Lessee	9
	Lessee's indemnity not affected	9
	Negligence or default of Lessor Continuation of liability	9 10
7	•	
1	Transfer	10
	Transferee to notify Lessor	10
	Transferor's obligations terminate Acknowledgment	10
	Lessor may transfer	10 10
	Transferee's enquiries	10

Signature of Applicant's Representative:

3035759_2 King Street Wharf Precinct 2 Residential North Lot Lease Memorandum

Maliesons Stephen Jaques 2000

Page 2 of 14

8	Strata Management Statement and Common Property Lease	10
	Lessee's obligations Lessor's obligations	10
9	Yielding Up	11
10	General	11
	Lessee not agent of Lessor	11
	Waiver	11
	Costs	12
	Lessee to pay cost of work	12
	No merger	12
	Consents	12
	Easements	12
	Compensation under the Act	13
	Resumption	13
	Supervening legislation	13
	Act and Management Act	13
	Minister's approval	13
	Release for building works	13
	Notices	13
	Interest on money due	14
	No derogation from grant	14
11	Disputes	14

Signature of Applicant's Representative:

1 Interpretation

Definitions

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

Act is the Strata Schemes (Leasehold Development) Act 1986 (NSW).

Building is the part of the building erected in the Parcel of which the Lot forms part.

Charter Vessel Operation Guidelines are any formal guidelines adopted from time to time by MMHC or the Waterways Authority to regulate the use of waterfront facilities by the owners and operators of charter vessels.

Common Property is the common property in the Strata Scheme.

Common Property Lease is the lease of the Common Property.

Development Approval is the development approval issued by Sydney City Council for the part of the building the subject of the Strata Scheme.

Easements are any easement, restriction, positive covenant or affectation which benefits the Parcel.

Governmental Agency is any government or any governmental or semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity.

Land is lot 111 in DP 1034170.

Lease is this lease.

Lessee is W 9 & 10 Stage 2 Pty Limited, its successors and assigns and where not repugnant to the context its lessees, agents, employees, invitees and licensees,

Lessee's Covenants are the agreements contained or implied in this Lease to be observed by the Lessee.

Lessor is the Waterways Authority, its successors and assigns and where not repugnant to the context its agents, employees, invitees and licensees.

Lot is 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 is the Strata Schemes Management Act 1996 (NSW).

Signature of Applicant's Representative: ...

King Street Wharf Precinct 2 Residential North Lot Lease Memorandum @ Mallesons Stephen Jaques 2000

Minister is the Minister administering the Ports Corporatisation & Waterways Management Act 1995 (NSW) and the Government of the State of New South Wales.

Occupation Lot is a lot in a strata scheme which is not a utility lot within the meaning of section 68 of the Act.

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

Parcel is the Common Property and the Lots.

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

Rates, Taxes and Levies are all rates, taxes, assessments, charges, duties and fees imposed by any Governmental Agency 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 Management Statement is the strata management statement affecting the Parcel which is registered before or with the Strata Plan.

Strata Plan is the leasehold strata plan registered in respect of the Land.

Strata Scheme is the leasehold strata scheme constituted on registration of the Strata Plan.

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

Interpretation

- 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;

Signature of Applicant's Representative: ...

- (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 document.

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 (NSW) will not apply or be implied in this Lease except to the extent they are included in the provisions of this Lease.

Lessor's position as an authority

1.5 The Lessee acknowledges that nothing in this Lease in any way restricts or otherwise fetters the Lessor's statutory discretion as to the use of its statutory powers as a statutory authority under its constituting legislation or all relevant acts.

Provisions to be construed as covenants

1.6 The provisions and conditions 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 and agreements 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 Lessee to the Lessor is \$1.00 for the whole of the Term. The Lessor acknowledges that the rent has been paid.

Signature of Applicant's Representative:

King Street Wharf Precinct 2 Residential North Lot Lease Memorandum @ Mallesons Stephen Jagues 2000

Rates, Taxes and Levies

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

Services

2.3 The Lessee must pay on time all charges for electricity, gas, water and other services which are separately assessed for or to the Lot.

3 Use of the Lot

Lessee to comply with laws

The Lessee must at its expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any Governmental Agency except to the extent that responsibility for compliance is imposed by law on the Owners Corporation.

Lessee to notify damage

3.2 The Lessee 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.

Lessor not liable for matters relating to improvements and services

3.3 The Lessor is not responsible for and the Lessee releases the Lessor 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.

Maintenance and repair

- The Lessee 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.
- 3.5 The Lessee must keep the Lot clean and free from rubbish.
- 3.6 The Lessee acknowledges that the Lessor is not required, either by this Lease or general law, to maintain or repair the Building, the Common Property or any other thing referred to in this Lease. The Lessee releases the Lessor and the Minister in relation to any such express or implied obligation.

Pollution control

- 3.7 The Lessee must comply with all Pollution Control Legislation including any requirement that would otherwise be placed on the Lessor in relation to the Lot.
- 3.8 The Lessee indemnifies the Lessor from and against all claims and demands and liability of any kind which may arise out of any non-compliance by the Lessee, its agents or employees with the requirements of Pollution Control Legislation including any requirement that would otherwise be placed on the Lessor in relation to the Lot.

Signature of Applicant's Representative:

Waterfront noise

- 3.9 The Lessee must not object to any conduct and resulting noise or disturbance arising from use of the waterfront facilities along the harbour foreshore (including but not limited to any activities associated with charter vessels, ferry operations or other port activities) if such conduct, noise or disturbance is not:
 - (a) contrary to any Charter Vessel Operation Guidelines or other waterfront management plan formulated from time to time by the Lessor; and
 - (b) otherwise unlawful.

The Lessee releases the Lessor and the Minister from any claims and demands of any kind and from liability which may arise in respect of or arising out of the matters contemplated by this clause 3.9.

Use

- 3.10 This sub-clause applies if the Lot is solely intended to be used to park a motor vehicle. In that event, the Lot may only be used:
 - (a) for the parking of motor vehicles, unless the prior written consent of the Lessor is obtained for another use; and
 - (b) by a person who is an occupier of an Occupation Lot in the Strata Scheme.
- 3.11 This sub-clause applies if part of the Lot is intended for residential use and part for the parking of a motor vehicle. In that event, subject to clause 3.12, the Lot may only be used:
 - (a) for residential purposes, including associated uses such as the parking of a motor vehicle in a part of the Lot intended for car parking; and
 - (b) for any other purpose permitted by law and consented to in writing by the Lessor.
- 3.12 The Lessee acknowledges that the conditions of the Development Approval require:
 - (a) that the Strata Scheme must remain as a building for permanent residential accommodation (and not for serviced apartments, hotel use or similar non wholly permanent residential use) and a restrictive covenant to that effect must be registered on the title to all lots in the Strata Scheme; and
 - (b) that the residential apartments in the Strata Scheme be owner occupied or occupied by a tenant under a Residential Tenancies Act 1987 (NSW) lease and that the Owners Corporation must certify on an annual basis which of the apartments are owner occupied or occupied by a tenant under a Residential Tenancies Act 1987 (NSW) lease; and;

Signature of Applicant's Representative:

- (c) a covenant to be registered over relevant titles which ensures that car spaces in the Strata Scheme are not used by or let to someone other than an owner or occupier of an apartment lot in the Strata Scheme.
- 3.13 As a consequence of the conditions of the Development Approval, the Lessee agrees that:
 - (a) the Strata Scheme must remain as a building for permanent residential accommodation and the Lessee will not do anything inconsistent with that requirement;
 - (b) the Lessee must either personally occupy the Lot or ensure that it is occupied by a tenant under a lease entered into pursuant to the provisions of the Residential Tenancies Act 1987 (NSW);
 - (c) the Lessee must notify the Owners Corporation, upon request by the Owners Corporation, whether, on a date specified by the Owners Corporation in that request, the Lot was either occupied by the Lessee personally or occupied under a lease pursuant to the provisions of the Residential Tenancies Act 1987 (NSW); and
 - (d) the Lessee must not allow any Lot or part of a Lot intended for use as a garage or car parking space to be used by anyone other than a person who is an occupier of an Occupation Lot in the Strata Scheme.

4 Undisturbed Occupation

4.1

Lessee's quiet enjoyment

The Lessee while duly and punctually observing the Lessee's Covenants is entitled to peaceably possess and enjoy the Lot during the Term without disturbance from the Lessor except to the extent provided for in this Lease.

Lessor's right to enter

4.2 The Lessor may at any time on giving the Lessee reasonable notice exercise the Lessor's right of entry under the Common Property Lease.

Lessor's reservation of rights

4.3 Nothing in this clause 4 prevents or limits the right of the Lessor, or any person authorised by the Lessor, from carrying out building or demolition work on any land adjoining or in the vicinity of the Parcel. The Lessee must not object to the consequences of such work being carried out.

Signature of Applicant's Representative:

5 Insurance

The Lessee must effect and maintain a policy (in the joint names of the Lessee and the Lessor) to indemnify the Lessor in respect of its liability under clause 6.3 for an amount of \$10 million for any one occurrence or for any other amount which the Lessor reasonably prescribes from time to time.

6 Release and Indemnity

Lessee as owner

6.1 The Lessee 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 Lessee

- 6.2 Without limiting clause 6.1, the Lessee agrees to occupy, use and keep the Lot at its own risk.
- 6.3 Without limiting clause 6.1, the Lessee releases and indemnifies, to the extent not excluded by law, the Minister, the Lessor and its contractors from any:
 - (a) claims and demands of every kind; and
 - (b) liability which may arise

in respect of any matter including but not limited to:

- (c) 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 fixtures or personal property of the Lessee, unless the damage, death or injury is caused by the negligence of the Lessor; and
- (d) any act or omission of the Lessee which might impose on or increase any liability of the Lessor in respect of the Building or the Parcel.

Lessee's indemnity not affected

6.4 The fact that the proceeds of the policy referred to in clause 5 may not fully indemnify the Lessor or the Minister does not affect the amount of the Lessee's indemnity under clause 6.3.

Negligence or default of Lessor

6.5 Despite any other provision of this clause 6, the releases, responsibilities and indemnities contained in this clause 6 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 Lessor.

Signature of Applicant's Representative:

Continuation of liability

The obligations of the Lessee under clause 5 and this clause 6 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.

7 Transfer

Transferee to notify Lessor

7.1 Immediately after a transfer of this Lease, the transferee must advise the Lessor of the name and address for service of the transferee.

Transferor's obligations terminate

7.2 From the date of the transfer of this Lease, the obligations of the transferor to the Lessor under this Lease terminate except in respect of any breach of the Lessee's Covenants existing at the date of the transfer.

Acknowledgment

7.3 The Lessor and Lessee acknowledge that this Lease does not restrict the Lessee's right to transfer, charge or otherwise deal with or dispose of the Lessee's interests under this Lease.

Lessor may transfer

- 7.4 The Lessor 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) is a prescribed authority under the Act; and
 - (b) is acquiring the entirety of the Lessor's right, title and interest in the Land.
- 7.5 On and from the effective date of a transfer or assignment under clause 7.4 the Lessee releases the Lessor from future liability in connection with this Lease or the Lessee's use of the Lot.

Transferee's enquiries

A transferee of this Lease is not affected by any default on the part of any predecessor in title and need not make any inquiry in respect of any such default.

8 Strata Management Statement and Common Property Lease

Lessee's obligations

- 8.1 The Lessee must not do anything to prevent:
 - (a) compliance by the Owners Corporation with the Common Property Lease and the Strata Management Statement; or

Signature of Applicant's Representative: ...

- (b) the exercise by the Lessor of the Lessor's rights under the Strata Management Statement or the Common Property Lease.
- 8.2 The Lessee must comply with the Strata Management Statement.

Lessor's obligations

- 8.3 The Lessor must comply with its obligations, if any, under the Strata Management Statement.
- 8.4 The Lessee shall, in conjunction with the Owners Corporation, be entitled to enjoy the benefit of the Easements, provided that the Lessee shall, at all times during the Term, comply with the obligations of the Lessor under the Easements. The Lessor authorises the Lessee under each of the Easements to act in accordance with this clause 8.4, provided that the Lessee indemnifies and keeps indemnified the Lessor 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 8.4.

9 Yielding Up

On the expiry or earlier termination of this Lease, the Lessee must:

- (a) surrender peaceably and yield up the Lot in a condition consistent with the Lessee's Covenants in this Lease; and
- (b) remove everything from the Lot.

10 General

Lessee not agent of Lessor

- 10.1 The Lessee must not:
 - (a) in connection with the Lot or otherwise directly or indirectly hold out or permit to be held out to any person, any statement, act, deed, matter or thing indicating that the Lot is managed or supervised by (or on behalf of) the Lessor or the Minister; or
 - (b) not act as or represent itself to be the agent of the Lessor.
- 10.2 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 Lessor and the Lessor. The relationship between the Lessor and Lessee is that of lessor and lessee only.

Waiver

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

Signature of Applicant's Representative:

Page 12 of 14

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

- 10.5 The Lessee must pay the Lessor's reasonable legal costs and all duties, fees, charges and expenses in respect of:
 - (a) entering into this Lease;
 - (b) any application for the consent or approval of the Lessor under the Lease:
 - (c) any breach of the Lessee's Covenant's; and
 - (d) the exercise of any right, power, privilege, authority or remedy of the Lessor in respect of the Lease if ordered by any competent authority or court or determined pursuant to the Strata Management Statement.

Lessee to pay cost of work

Whenever the Lessee 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 Lessee.

No merger

10.7 Nothing in this Lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power, authority, discretion or remedy which the Lessor may have against the Lessee except as otherwise expressly provided in this Lease.

Consents

- 10.8 Any consent or approval of the Lessor which the Lessee 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 Lessor acting reasonably and no later than 30 days after a proper request has been made by the Lessee.
- 10.9 Consents or approvals by the Lessor may be signed by the authorised officer or any other person authorised by the Lessor for that purpose from time to time.

Easements

- 10.10 The Lessee acknowledges that at the date of this Lease there may not have been established all the rights which may be required under the Strata Management Statement or 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;

Signature of Applicant's Representative:

King Street Wharf Precinct 2 Residential North Lot Lease Memorandum

Mallesons Stephen Jaques 2000

- (c) all the rights and privileges in relation to the Parcel; and
- (d) all necessary dedications of land.
- 10.11 The Lessee must not object to the establishment of any rights referred to in clause 10.10 unless the establishment of that right would substantially lessen the enjoyment of rights conferred on the Lessee by this Lease, and must consent to and sign any documents and vote in favour of any motions which may be necessary to give effect to them.

Compensation under the Act

10.12 The Lessee 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 Act from the Lessor on the expiry or earlier termination of this Lease.

Resumption

10.13 Without prejudice to any statutory right of the Lessee 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

10.14 Unless its application is mandatory by law, any present or future law which varies the Lessee's Covenants resulting in the Lessor's rights under this Lease being adversely affected is excluded.

Act and Management Act

Unless otherwise stated, where there is any inconsistency between the terms of this Lease and any provision of the Act or the Management Act, the Act or the Management Act (as the case may be) prevails.

Minister's approval

10.16 The Lessor has prior to its execution of this Lease obtained the approval of the Minister to the grant and the provisions of this Lease.

Release for building works

10.17 The Lessee releases the Lessor and the Minister from any claims and demands of any kind and any liability which may arise in respect of or arising out of the conduct of any building works or development activities or public activities, charter vessel, ferry or other port activities of any kind adjoining or in the vicinity of the Building.

Notices

10.18 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 Lessee if signed by an authorised officer for the time being of the Lessor or the Executive Director of the Maritime Assets Division of the Department of Transport or his or her delegate and:

(a) if served personally; or

(b) if left addressed to the Lessee; or

Signature of Applicant's Representative:

"K"

Page 1 of 31

SP66849

King Street Wharf Precinct 2

By-laws for Residential North Strata Scheme 66849

Instrument setting out terms of by-laws to be created on registration of the strata plan 66849

Warning

This document is copyright. Copying it or part of it is illegal and may expose you to criminal and civil proceedings unless the copy you make is for bona fide dealings or activities concerning the land to which the document relates.

© Mallesons Stephen Jaques 2000

Mallesons Stephen Jaques
Solicitors

Governor Phillip Tower
I Farrer Place
Sydney NSW 2000
Telephone (61 2) 9296 2000
Fax (61 2) 9296 3999
DX 113 Sydney
Ref: MEGA/CAL

Page 2 of 31

Contents King Street Wharf Precinct 2 By-laws for Residential North Dictionary 4 Meaning of words 4 Interpreting the by-laws 7 King Street Wharf and the Umbrella Deed 2 7 SP66849 Description 7 Purpose of the Umbrella Deed 7 8 Obligations of the Owners Corporation 8 Appointing a representative 3 8 About the by-laws 8 Purpose of the by-laws 9 Who must comply with the by-laws? 9 Purpose of the Exclusive Use By-Laws 9 Amending the by-laws 9 Inconsistencies Strata Management Statement 10 Purpose 10 Who must comply? 10 Appointing a representative to the Building Management Committee 10 Consents under the Strata Management Statement 10 5 Leases with the Waterways Authority 10 Leasehold strata scheme 10 Obligations of the Owners Corporation and owners 11 6 Your behaviour 11 7 You are responsible for others 12 8 Your lot 12 General requirements 12 Occupation of your lot 13 Enclosing the carspace of your lot 13 9 Architectural Code and Signage Policy 14 Architectural Code 14 Signage Policy 14 10 You must comply with the law 15 11 Floor coverings in your lot 15 12 15 Windows in your lot Window coverings 15 Cleaning windows 16 13 How to dispose of your garbage 16 Overview 16 Role of the Building Management Committee 16 What are your obligations? 17 Rights and obligations of the Owners Corporation? 17 14 Keeping an animal 18 15 Drying your laundry 18 16 What you may keep on the Balcony of your lot 18 17 Fire control 19 18 Moving stock, furniture and goods 19 19 Parking on Common Property 19 20 Procedures for carrying out Building Works 20 When do you need consent? 20

Architectural Code

20

SP66849

Page 3 of 31 Procedures for doing work 20 Arrangements with the Owners Corporation 21 21 Load bearing and non load bearing walls 21 Alterations to load bearing walls 21 Alterations to non load bearing walls 21 Conditions for doing the work 22 22 Licences to use Common Property 22 23 Damage to Common Property 23 24 Insurance premiums 23 Owners Corporation insurances 23 **Building Management Committee insurances** 23 25 Security in Residential North 24 Rights and obligations of the Owners Corporation 24 Restricting access to Common Property 24 What are your obligations? 24 26 Security Keys 25 Rights and obligations of the Owners Corporation 25 What are your obligations? 25 27 Controlling traffic in Common Property 26 28 Agreement with the Building Manager 26 Purpose of the agreement 26 Duties of the Building Manager 26 Terms of the agreement 27 29 Agreement with the Facilities Manager 27 Purpose of the agreement 27 Terms of the agreement 27 30 Agreement with the Strata Manager 28 31 Building management and you 28 32 Rules 28 33 Books and records 29 34 Consents by the Owners Corporation 29 35 Failure to comply with by-laws 29 36 Applications and complaints 30 Execution 31

1 Dictionary

Meaning of words

- 1.1 This by-law explains words written Like This and some other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Management Act, the Development Act and the Strata Management Statement.
- 12 In the by-laws:

SP66849

Architectural Code is the architectural code for Precinct 2 in schedule 3 of the Strata Management Statement.

Balcony is a balcony shown on the strata plan for Residential North. For the purposes of the by-laws, a Balcony includes a terrace.

Basement is the basement car park that will initially be constructed under and sub-adjacent to Precincts 1 and 2 and that will eventually extend to the area under and sub-adjacent to other parts of King Street Wharf.

Building Management Committee is the committee established under the Strata Management Statement and the Development Act to administer Residential North and the other Strata Schemes and Stratum Lots in Precinct 2. The Owners Corporation is a member of the Building Management Committee.

Building Manager is the person appointed by the Owners Corporation under by-law 28 to provide management and administrative services for Residential North.

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

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

Building Works include damaging, altering or removing a load bearing wall or non-load bearing wall according to by-law 21. Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a lot (eg hanging pictures or attaching items to those walls).

by-laws are the by-laws and Exclusive Use By-Laws under the Management Act in force for Residential North.

Common Property is:

SP66849

- (a) common property in Residential North; and
- (b) the personal property of the Owners Corporation.

For the purposes of the by-laws, Common Property does not include:

- (a) Shared Facilities located in Residential North; or
- (b) Common Property which an owner must maintain, repair or replace under an Exclusive Use By-Law.

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

Executive Committee is the executive committee of the Owners Corporation.

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

Facilities Manager is the person appointed by the Building Management Committee to provide management, operational and other services for Precinct 2. See by-law 29 and the Strata Management Statement for more information.

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

King Street Wharf is the development partly completed and partly proposed for the land comprised in lots 44 to 64 inclusive in DP 1014625.

lot is a lot in Residential North (and any lots into which it is subdivided or resubdivided).

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

occupier is the occupier, sub-lessee or licensee of a lot in Residential North.

owner is:

- (a) the owner for the time being of a leasehold interest in a lot, being the lessee as that term is defined in the Management Act;
- (b) if a lot is subdivided or resubdivided, the owners for the time being of the new lots;

Page 6 of 31

SP66849

- (c) for an Exclusive Use By-Law, the owner(s) of the lot(s) benefiting from the Exclusive Use By-Law; and
- (d) a mortgagee in possession of a lot.

Owners Corporation is The Owners - Strata Plan No. 66849.

Precinct 1 is lots 51 to 56, 58 and 60 to 64 in DP 1014625.

Precinct 2 is lots 57 and 59 in DP 1014625. Residential North forms part of Precinct 2.

Residential North is the strata scheme no. 66849.

Rules are rules made by the Owners Corporation according to by-law 32.

Security Key is a key, magnetic card or other device or information used in Residential North to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 26 for more information.

Shared Facilities are facilities used by at least two components in Precinct 2 (eg two Strata Schemes or a Strata Scheme and Stratum Lot). The Strata Management Statement controls the use, maintenance and costs for Shared Facilities.

Signage Policy is the signage policy for Precinct 2 adopted by the Building Management Committee according to the Strata Management Statement.

Strata Management Statement is the strata management statement for Residential North and Precinct 2. The Strata Management Statement contains the rights and obligations of the Owners Corporation and other members of the Building Management Committee. See by-law 4 for more information.

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

Strata Scheme is a lot in Precinct 2 which has been subdivided by a strata plan according to the Development Act. Residential North is a Strata Scheme.

Stratum Lot is a lot in Precinct 2 which has not been subdivided by a strata plan according to the Development Act.

Umbrella Committee is the committee established under the Umbrella Deed. The Owners Corporation is a member of the Umbrella Committee. See clause 2 for more information.

Umbrella Deed is the deed initially between the Owners Corporation, the Waterways Authority and W9 & 10 Stage 1 Pty Limited to provide

SP66849

for the management and administration of issues affecting both Precinct 1 and Precinct 2. See by-law 2 for more information.

Waterways Authority is the Waterways Authority or any successor in title.

you is an owner or occupier of a lot in Residential North.

Interpreting the by-laws

- In the by-laws a reference to:
 - (a) a thing includes the whole or each part of it;
 - (b) a document includes any variation or replacement of it;
 - a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
 - (d) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
 - (e) a third party includes a person who is not an owner;
 - a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
 - (g) the singular includes the plural and vice versa.
- 1.4 Headings do not affect the interpretation of the by-laws.

2 King Street Wharf and the Umbrella Deed

Description

- 2.1 King Street Wharf is a staged, mixed-use integrated redevelopment of the inner city site that formerly comprised Darling Harbour wharves 9 and 10. The project comprises four precincts, each of which will be constructed in one more stages of the project.
- 2.2 Residential North is part of Precinct 2.

Purpose of the Umbrella Deed

- 2.3 The Umbrella Deed is an agreement between:
 - (a) the Owners Corporation;
 - (b) the other members of the Building Management Committee; and
 - (c) the owners corporations and owners of Stratum Lots in Precinct 1.
- 2.4 The purpose of the Umbrella Deed is to ensure that proper arrangements are made for:

Page 8 of 31

SP66849

- (a) the caretaking, management and operation of services in Precinct 1 and Precinct 2:
- (b) the repair and maintenance of facilities servicing both Precinct 1 and Precinct 2; and
- (c) the fair apportionment of costs for the repair and maintenance of items used by both Precinct 1 and Precinct 2.
- 2.5 Contact the Strata Manager if you would like a copy of the Umbrella Deed (at your cost).

Obligations of the Owners Corporation

- 2.6 The Owners Corporation must comply with its obligations under the Umbrella Deed.
- 2.7 The Owners Corporation must:
 - (a) become a party to and sign the Umbrella Deed within 14 days after registration of the strata plan for Residential North; and
 - (b) if required by the Umbrella Committee, enter into and sign a new deed on the same terms and conditions as the Umbrella Deed if membership of the Umbrella Committee changes.
- 2.8 The Owners Corporation has the power to grant to W9 & 10 Stage 2 Pty Limited a power of attorney which enables W9 & 10 Stage 2 Pty Limited to sign on behalf of the Owners Corporation a further umbrella deed when new parties become members of the Umbrella Committee.
- 2.9 The powers and obligations of the Owners Corporation under by-laws 2.6 to 2.8 are in addition to those that it has under the Management Act.

Appointing a representative

- 2.10 The Owners Corporation is a member of the Umbrella Committee. The Owners Corporation must, by special resolution, appoint a representative to represent and vote for it at meetings of the Umbrella Committee.
- 2.11 The representative appointed by the Owners Corporation must be the same as the representative it appoints to the Building Management Committee. See by-law 4 for more information.

3 About the by-laws

Purpose of the by-laws

- 3.1 The by-laws regulate local issues affecting the day to day management and operation of Residential North. They are an essential document for the Owners Corporation and everyone who owns or occupies a lot in Residential North.
- 3.2 The by-laws are designed to maintain the quality of Residential North and protect the unique life style enjoyed by all owners and occupiers.

Page 9 of 31

SP66849

They operate to enhance everyone's use and enjoyment of their lot and the Common Property.

3.3 You should consider the by-laws in conjunction with the Strata Management Statement. See by-law 4 for more information

Who must comply with the by-laws?

- 3.4 You must comply with the by-laws if you are the owner or occupier of a lot in Residential North.
- 3.5 The Owners Corporation must comply with the by-laws.

Purpose of the Exclusive Use By-Laws

- 3.6 To more fairly apportion the costs for maintaining, repairing and replacing Common Property, Exclusive Use By-Laws make owners responsible for the Common Property which they exclusively use.
- 3.7 Subject to by-law 3.8, the Owners Corporation may amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of each owner who has the exclusive use or special privileges under the by-law.

Amending the by-laws

- 3.8 The Owners Corporation may add, change or cancel by-laws only if:
 - it complies with the provisions in the Strata Management
 Statement about adding, changing and cancelling by-laws;
 - it consults with the Building Management Committee before adding, changing or cancelling a by-law;
 - (c) it obtains written consent from the Waterways Authority; and
 - (d) adding, changing or cancelling the by-law does not conflict with the Umbrella Deed, the Strata Management Statement or the lease the Owners Corporation has for Common Property with the Waterways Authority.

Inconsistencies

- 3.9 If there is an inconsistency between a by-law and the Umbrella Deed, the Umbrella Deed prevails to the extent of the inconsistency.
- 3.10 If there is an inconsistency between a by-law and the Strata

 Management Statement, the Owners Corporation must amend the
 inconsistent by-law to make it consistent with the Strata Management
 Statement.
- 3.11 If there is an inconsistency between a by-law and the lease the Owners Corporation has for Common Property with the Waterways Authority, the lease prevails to the extent of the inconsistency.

Page 10 of 31

4 Strata Management Statement

Purpose

4.1 The Strata Management Statement regulates the management and operation of Residential North and Precinct 2. It contains rules (in addition to these by-laws) with which you and the Owners Corporation must comply including, but not limited to:

SP66849

- (a) the apportionment of costs for Shared Facilities;
- (b) rules about using Shared Facilities; and
- (c) insurance requirements.
- 4.2 Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

Who must comply?

- 4.3 The Owners Corporation, owners and occupiers must comply with the Strata Management Statement.
- 4.4 The Owners Corporation must comply on time and at its cost with its obligations under the Strata Management Statement.
- 4.5 You must comply on time and at your cost with your obligations under the Strata Management Statement.

Appointing a representative to the Building Management Committee

- 4.6 The Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee. See the Strata Management Statement for more information.
- 4.7 The representative appointed by the Owners Corporation must be the same as the representative it appoints to the Umbrella Committee. See by-law 2 for more information.

Consents under the Strata Management Statement

- 4.8 Nothing in the by-laws gives the Owners Corporation, an owner or an occupier consent to do anything which is prohibited or regulated by the Strata Management Statement.
- 4.9 A consent under the by-laws does not relieve the Owners Corporation, an owner or an occupier from obligations to obtain necessary consents under the Strata Management Statement.

5 Leases with the Waterways Authority

Leasehold strata scheme

5.1 Residential North is a leasehold strata scheme under the Development Act. The Waterways Authority is the owner of the freehold estate in the land over which the strata plan for Residential North was registered.

Page 11 of 31

SP66849

5.2 The Owners Corporation has a lease for Common Property with the Waterways Authority.

5.3 Each lot in Residential North is subject to a lease from the Waterways Authority. The lessor is the Waterways Authority and the lessee is the owner (because the owner has taken an assignment of the lease from their immediate predecessor in title).

Obligations of the Owners Corporation and owners

- 5.4 The Owners Corporation must comply on time and at its cost with its lease for Common Property with the Waterways Authority.
- 5.5 You must comply on time and at your cost with the lease for your lot with the Waterways Authority.
- 5.6 Nothing in the by-laws gives the Owners Corporation, an owner or an occupier consent to do anything which is prohibited or regulated by a lease with the Waterways Authority.
- 5.7 A consent under the by-laws does not relieve the Owners Corporation, an owner or an occupier from obligations to obtain necessary consents under a lease with the Waterways Authority.

6 Your behaviour

6.1 You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or Common Property by another owner or occupier;
- use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Residential North that is illegal; or
- (f) do anything that might damage the good reputation of Residential North, Precinct 2 or King Street Wharf.
- 6.2 You must be adequately clothed when you are on Common Property.
- 6.3 You must not allow children in your care to:
 - (a) play on Common Property inside the buildings comprising Residential North (eg accessways, hallways or stairs); or
 - (b) unless an adult exercising effective control is with them, be in an area of Common Property that may be dangerous to children (eg the carpark).

You are responsible for others

7.1 You must:

(a)

ensure your visitors comply with the by-laws and the Strata Management Statement; SP66849

- (b) make your visitors leave Residential North if they do not comply with the by-laws or the Strata Management Statement;
- (c) take reasonable care about who you invite into Residential North: and
- (d) accompany your visitors at all times, except when they are entering and leaving Residential North.
- 7.2 If you lease or licence your lot, you must:
 - (a) ensure your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
 - (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Residential North.
- You must not allow another person to do anything which you cannot 7.3 do under the by-laws or the Strata Management Statement.

8 Your lot

7

General requirements

- You must:
 - keep your lot clean and tidy and in good repair and condition; (a)
 - properly maintain, repair and, where necessary, replace an (b) installation or alteration made under the by-laws or Strata Management Statement which services your lot (whether or not you made the installation or alteration);
 - notify the Owners Corporation if you change the existing use (c) of your lot or do anything in your lot which may affect premiums for insurances effected by for Residential North by the Owners Corporation; and
 - (d) notify the Building Management Committee if you change the existing use of your lot or do anything in your lot which may affect premiums for insurances effected for Residential North or Precinct 2 by the Building Management Committee.
- 8.2 Subject to the Strata Management Statement and the by-laws, you must have consent from the Owners Corporation to:
 - (a) store things in the carspace of your lot (other than a vehicle);

Page 13 of 31

SP66849

- (b) keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Residential North;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot or Residential North; or
- (d) attach or hang an aerial or wires outside your lot or Residential North.

8.3 You must not:

- (a) operate electronic equipment or a device which interferes with domestic appliances; or
- (b) install or operate an intruder alarm with an audible signal.

Occupation of your lot

- Under the development consent for Residential North, the Owners Corporation must provide The Council of the City of Sydney with a certificate, within 12 months of completion of construction of the building comprising Residential North and every 12 months thereafter, certifying that all lots in Residential North are occupied by:
 - (a) owners; or
 - (b) occupiers under a residential lease which complies with the Residential Tenancies Act 1987 (NSW).
- 8.5 In order to comply with the development consent described in by-law8.4, lots in Residential North must be occupied only by:
 - (a) the owner of the lot; or
 - (b) an occupier under a residential lease which complies with the Residential Tenancies Act 1987 (NSW).
- 8.6 An owner must comply with their obligation under section 119 of the Management Act to notify the Owners Corporation within 14 days after the commencement of a lease for their lot. It is an offence for an owner to fail to comply with section 119.
- 8.7 In addition to its powers under the Management Act, the Owners

 Corporation has the power to serve notice on an owner requiring the
 owner to provide notice of a lease of their lot according to section 119.

Enclosing the carspace of your lot

- 8.8 You may enclose the carspace(s) for your lot provided that:
 - (a) you comply with by-laws 8.9 and 8.10;
 - the enclosure (other than the door) is constructed from wire meshing or another material approved by the Owners Corporation;

Page 14 of 31

SP66849

- (c) the door of the enclosure is a perforated roller shutter door or another type of door approved by the Owners Corporation;
- (d) the enclosure is located wholly within the boundaries of your lot;
- (e) the enclosure does not interfere with or prejudice any service in King Street Wharf and, in particular, sprinklers, smoke detectors and carpark ventilation systems; and
- (f) you provide the Owners Corporation and Building Management Committee with reasonable access to the carspace(s) to enable the Owners Corporation and Building Management Committee to comply with their obligations under the by-laws, the Strata Management Statement and the law.
- 8.9 Before you enclose the carspace(s) for your lot, you must:
 - (a) provide the Owners Corporation with a certificate by an appropriate qualified person reasonably acceptable to the Owners Corporation that the enclosure does not interfere with or prejudice any service; and
 - (b) obtain consent from all relevant Government Agencies and provide copies of those consents to the Owners Corporation.
- 8.10 You may make minor alterations to Common Property in order to enclose the carspace(s) of your lot according to this by-law. These are not Building Works for the purposes of by-law 20. However, you must comply with by-laws 20.5 and 20.6 when you carry out the works.

9 Architectural Code and Signage Policy

Architectural Code

- 9.1 The Architectural Code for Residential North and Precinct 2 is in schedule 3 of the Strata Management Statement.
- 9.2 The Architectural Code contains important provisions about:
 - (a) changing the facade or external appearance of Residential North; and
 - (b) the procedures for carrying out building works in a lot or Common Property.
- 9.3 The Owners Corporation, owners and occupiers must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before carrying out works in Residential North.

Signage Policy

9.4 The Building Management Committee has adopted a Signage Policy for Precinct 2 according to the Strata Management Statement. The Signage Policy contains important provision about: SP66849

Page 15 of 31

- (a) the types of signs which may be erected in Residential North;
- (b) the consents which you must obtain before you erect a sign.
- 9.5 You and the Owners Corporation must comply with the Signage Policy and obtain all necessary consents under the Signage Policy before erecting a sign in Residential North.
- 9.6 Contact the Strata Manager if you would like a copy of the Signage Policy (at your cost).

10 You must comply with the law

- 10.1 You must comply on time and at your cost with all laws relating to:
 - (a) your lot:
 - (b) the use of your lot; and
 - (c) Common Property to which you have a licence, lease or a right to exclusive use or special privileges.
- 10.2 The things 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.

11 Floor coverings in your lot

- 11.1 An owner must keep floors in their lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. However, this does not apply to floors in the kitchen, bathroom, lavatory or laundry of the lot.
- 11.2 You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your lot that assist to prevent the transmission of noise that might unreasonably disturb another owner or occupier.

12 Windows in your lot

Window coverings

- 12.1 The curtains, blinds, louvres, shutters and other window and door treatments in your lot must have an appearance from outside your lot which is:
 - (a) beige, cream or off-white; or
 - (b) another colour approved by the Owners Corporation.

Page 16 of 31

Cleaning windows

12.2 You must clean the glass in windows and doors of your lot (even if they are Common Property). You do not have to clean the glass in windows or doors that you cannot access safely.

SP66849

12.3 The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Residential North. If the Owners Corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law to clean that glass.

13 How to dispose of your garbage

Overview

- 13.1 Each level in Residential North is serviced by a Common Property garbage chute for the disposal of household garbage. The garbage chute deposits household garbage into a garbage room in the Basement of Residential North.
- 13.2 A Common Property garbage room is located on each level of Residential North for the storage of recyclable materials.
- 13.3 The Owners Corporation is responsible to remove household garbage and recyclable materials from Residential North and store them in a central garbage room in the Basement of Precinct 1. The rights of the Owners Corporation in this regard are contained in the easements for Precinct 1 and Precinct 2 created under the Conveyancing Act 1919 (NSW).

Role of the Building Management Committee

- 13.4 Garbage storage and removal is an important issue and affects each owner and occupier in Precinct 1 and Precinct 2.
- 13.5 To ensure the smooth operation of garbage storage and disposal, the Building Management Committee has the power to give directions to the Owners Corporation, owners and occupiers about how and when it must storage and dispose of garbage and recyclable materials. In particular, the Building Management Committee may regulate the storage of garbage and recyclable materials in the central garbage room in the Basement of Precinct 1.
- 13.6 Subject to by-law 13.7, the Owners Corporation, owners and occupiers must comply with the directions of the Building Management Committee about the storage or disposal of garbage and recyclable materials.
- 13.7 Under the Strata Management Statement, the Building Management Committee may appoint the Facilities Manager to perform its functions in regard to the storage and disposal of garbage and recyclable materials. If this happens, the Owners Corporation, owners and occupiers must comply with the directions of the Facilities Manager about the storage or disposal of garbage and recyclable materials

What are your obligations?

13.8 You must:

SP66849

- drain and securely wrap all your household garbage and put it in the Common Property garbage chute on your level of Residential North;
- (b) leave your other garbage and recyclable materials in the area designated by the Owners Corporation in the Common Property garbage room on your level of Residential North;
- drain and clean bottles and make sure they are not broken before you put them in the Common Property garbage room;
 and
- (d) contact the Owners Corporation to remove your large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment (at your cost).

13.9 You must not:

- (a) leave garbage and recyclable materials on Common Property (except according to this by-law);
- (b) put bottles or glass in the garbage chute;
- (c) put liquids in the garbage chute;
- (d) put items that weigh more than 2.5 kilograms in the garbage chute; or
- (e) put boxes or large items in the garbage chute which might block the garbage chute.

Rights and obligations of the Owners Corporation?

13.10 The Owners Corporation must:

- (a) arrange for the regular removal of garbage from the Common Property garbage room in the Basement of Precinct 2 to the central garbage room in Precinct 1;
- (b) arrange for the regular removal of recyclable materials from the Common Property garbage rooms to the to central garbage room in Precinct 1;
- (c) arrange for the removal of large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment from the Common Property garbage rooms used by the owners and occupiers of Residential Lots (at the cost of the relevant owner or occupier); and
- (d) regularly clean each Common Property garbage room.

14 Keeping an animal

14.1 You must not keep an animal in your lot or on Common Property unless it is a guide dog or hearing dog and you need the dog because you are visually or hearing impaired.

SP66849

14.2 You must not allow your visitors to bring animals into Residential North unless they are guide dogs or hearing dogs.

15 Drying your laundry

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

16 What you may keep on the Balcony of your lot

- 16.1 You may keep the following items on the Balcony of your lot if you comply with the requirements in this by-law:
 - (a) pot plants;
 - (b) landscaping;
 - (c) occasional furniture;
 - (d) outdoor recreational equipment; and
 - (e) other items approved by the Owners Corporation.

16.2 You must:

- (a) keep items on the Balcony of your lot clean and tidy and in good condition;
- (b) ensure that items on the Balcony of your lot are reasonably secure against the prospect of being dislodged from the Balcony by wind; and
- (c) when you water plants on the Balcony of your lot, take reasonable steps to ensure that water does not enter another lot, Common Property, another Strata Scheme or a Stratum Lot.
- 16.3 Items which you keep on the Balcony of your lot must not:
 - (a) be likely to or cause damage to another lot, Common Property, another Strata Scheme or a Stratum Lot; or
 - (b) be dangerous or likely to cause danger.
- 16.4 You must not store flammable or combustible materials on the Balcony of your lot.
- 16.5 The Owners Corporation may require you, at your cost, to remove items from the Balcony of your lot that are not Common Property (and to replace those items) to enable the Owners Corporation to:

Page 19 of 31

SP66849

- (a) inspect Common Property;
- (b) maintain, repair and replace Common Property; or
- (c) comply with the obligations of the Owners Corporation under the by-laws, the Strata Management Statement, the Umbrella Deed and the Management Act.

17 Fire control

- 17.1 Subject to by-law 16.4. you may keep flammable materials in your lot if you:
 - (a) use them in connection with the lawful use of your lot; and
 - (b) keep them in reasonable quantities according to the guidelines of Government Agencies.
- 17.2 You and the Owners Corporation must comply with laws about fire control.
- 17.3 You must not:
 - (a) keep flammable materials on Common Property;
 - (b) interfere with fire safety equipment; or
 - (c) obstruct fire stairs or fire escapes.

18 Moving stock, furniture and goods

You must:

- (a) make arrangements with the Facilities Manager at least 48 hours before you move furniture or goods through Residential North:
- (b) move furniture and goods through Residential North according to the instructions of the Facilities Manager;
- (c) make a reservation to use a loading dock in Precinct 2 with the Facilities Manager; and
- (d) comply with the reasonable requirements of the Facilities Manager about moving furniture and goods through Residential North, including requirements to fit an apron cover to the lift you use while moving the furniture or goods.

19 Parking on Common Property

Subject to your rights under the by-laws, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

20 Procedures for carrying out Building Works

When do you need consent?

- 20.1 Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to do Building Works in your lot or in Common Property.
- 20.2 If you are entitled to carry out Building Works under an Exclusive Use By-Law:

SP66849

- (a) you do not need consent from the Owners Corporation under this by-law to carry out the Building Works; and
- (b) you must comply with by-laws 20.4 to 20.7.
- 20.3 You do not need consent from the Owners Corporation under this bylaw if you propose to damage, alter or remove a load bearing wall or a non load bearing wall. However, you must:
 - (a) obtain all necessary consents under by-law 21; and
 - (b) comply with by-laws 20.5 to 20.7.

Architectural Code

20.4 You must obtain all necessary consents from the Building
Management Committee under the Architectural Code before you
carry out Building Works. In particular, you must have consent from
the Building Management Committee if you propose to change the
external appearance or facade of Residential North.

Procedures for doing work

- 20.5 Before you carry out Building Works, you must:
 - (a) obtain necessary consents from the Owners Corporation, Building Management Committee and Government Agencies;
 - (b) find out where service lines and pipes are located;
 - (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
 - (d) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.
- 20.6 If you carry out Building Works, you must:
 - (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
 - (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
 - (c) repair any damage you (or persons carrying out the Building Works on your behalf) cause to Common Property or the

property of another owner or occupier or to other parts of Precinct 1 or Precinct 2.

Arrangements with the Owners Corporation

- 20.7 Before you carry out Building Works, you must:
 - (a) arrange with the Owners Corporation a suitable time and means by which to access Residential North;

SP66849

- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Residential North; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Residential North.
- 20.8 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint another person to perform its functions under by-law 20.7. If this happens, you must make your arrangements with that person and comply with their reasonable requirements.

21 Load bearing and non load bearing walls

Alterations to load bearing walls

- 21.1 You must have consent from the Owners Corporation and relevant Government Agencies to damage, alter or remove:
 - (a) a load bearing wall in your lot; or
 - a Common Property load bearing wall on the boundary of your lot.
- The Owners Corporation must give you consent to damage, alter or remove a load bearing wall if, before you carry out the work:
 - (a) you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed damage, alteration or removal of the load bearing wall and the method by which the work will be done will not adversely affect the structural integrity of Residential North; and
 - (b) if the load bearing wall divides two Lots, the owner of the adjoining lot consents in writing to the damage, alteration or removal of the load bearing wall.

Alterations to non load bearing walls

- 21.3 You may:
 - (a) damage, alter or remove non load bearing walls in your lot;

Page 22 of 31

SP66849

- (b) make openings in non load bearing Common Property walls between two adjacent Lots that you own or occupy (subject to you obtaining all necessary consents from the owner of the lot).
- 21.4 Before you carry out the damage, alteration or removal, you must provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed damage, alteration or removal of the non load bearing wall and the method by which the work will be done will not adversely affect the structural integrity of Residential North.

Conditions for doing the work

- 21.5 The Owners Corporation must consent to any necessary applications for approvals of Government Agencies to damage, alter or remove a load bearing wall or a non load bearing wall.
- 21.6 The Owners Corporation may make conditions if it gives you consent to damage, alter or remove a load bearing wall. The conditions must be reasonable in the circumstances and may include conditions to reduce interference with other owners and occupiers which might arise from carrying out the works.
- 21.7 It is a condition of you damaging, altering or removing a load bearing wall or non load bearing wall that you:
 - (a) carry out the work in the method certified by the structural engineer according to by-law 21.2(a) and 21.4;
 - (b) for a load bearing wall, comply with any conditions reasonably required by the Owners Corporation;
 - if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar General;
 - (d) comply with by-laws 20.5 to 20.7; and
 - (e) acknowledge for yourself and future owners of your lot that the Owners Corporation does not have to reinstate the load bearing or non load bearing wall.

22 Licences to use Common Property

- 22.1 In addition to its powers under the Management Act, the Owners Corporation has the power to grant licences to owners and occupiers to use parts of Common Property.
- 22.2 Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:
 - (a) payments under the licence;
 - (b) the term of the licence;

Page 23 of 31

SP66849

- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.
- 22.3 The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

23 Damage to Common Property

- 23.1 Subject to the by-laws and the Strata Management Statement, you must:
 - use Common Property equipment only for its intended purpose;
 - (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
 - (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Residential North on your behalf.
- 23.2 Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:
 - (a) interfere with or damage Common Property;
 - (b) remove anything from Common Property that belongs to the Owners Corporation; or
 - (c) interfere with the operation of Common Property equipment.

24 Insurance premiums

Owners Corporation insurances

- 24.1 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.
- 24.2 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

Building Management Committee insurances

24.3 According to the Strata Management Statement, you must have consent from the Building Management Committee to do anything which might invalidate, suspend or increase the premium for an SP66849

Page 24 of 31

insurance policy effected by the Building Management Committee. See the Strata Management Statement for more information.

25 Security in Residential North

Rights and obligations of the Owners Corporation

- 25.1 The Owners Corporation must take reasonable steps to:
 - (a) stop intruders coming into Residential North; and
 - (b) prevent fires and other hazards.
- 25.2 In addition to its powers under the Management Act, the Owners Corporation has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of Residential North.
- 25.3 When it exercises its rights under this by-law, the Owners Corporation must not:
 - (a) shut down or interfere with the integrated security system for Precinct 2; or
 - (b) restrict access to parts of Common Property which are Shared Facilities.

Restricting access to Common Property

- 25.4 In addition to its powers under the Management Act, the Owners Corporation has the power to:
 - (a) close off or restrict by Security Keys access to parts of Common Property that do not give access to a lot;
 - (b) restrict by Security Keys your access to levels in Residential North where you do not own or occupy a lot or have exclusive use or special privileges of Common Property; and
 - (c) allow the Building Manager, Facilities Manager and security personnel to use part of Common Property to operate or monitor security of Residential North. The Owners Corporation may exclude you from using these parts of Common Property.

What are your obligations?

- 25.5 You must not:
 - (a) interfere with security cameras or surveillance equipment; or
 - do anything that might prejudice the security or safety of Residential North.
- 25.6 You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

26 Security Keys

Rights and obligations of the Owners Corporation

26.1 If the Owners Corporation restricts access to parts of Common Property under by-law 25, the Owners Corporation may give you a Security Key. The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys.

SP66849

- 26.2 Security Keys belong to the Owners Corporation.
- 26.3 In addition to its powers under the Management Act, the Owners Corporation has the power to:
 - (a) re-code Security Keys; and
 - (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded.
- 26.4 In addition to its powers under the Management Act, the Owners Corporation has the power to make agreements with another party (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system and provide Security Keys to owners and occupiers. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of Security Keys.
- 26.5 The rights of the Owners Corporation under this by-law are subject to the Strata Management Statement. In particular, the Owners Corporation must not:
 - (a) shut down or interfere with the integrated security system for Precinct 2; or
 - (b) restrict access to parts of Common Property which are Shared Facilities.

What are your obligations?

26.6 You must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Owners Corporation if you do not need them or if you no longer an owner or occupier a lot in Residential North; and
- notify the Owners Corporation immediately if you lose a Security Key.
- 26.7 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier return Security Keys to the Owners Corporation when they move out of Residential North.
- 26.8 You must not:
 - (a) copy a Security Key; or

Page 26 of 31

SP66849

(b) give a Security Key to someone who is not an owner or occupier.

26.9 You must comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

27 Controlling traffic in Common Property

- 27.1 In addition to its powers under the Management Act and subject to the Strata Management Statement, the Owners Corporation has the power to:
 - (a) impose a speed limit for traffic on Common Property;
 - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
 - (c) install speed humps and other traffic control devices in Common Property; and
 - install signs about parking and to control traffic in Common Property.
- 27.2 The Owners Corporation may also pass responsibility for those matters to the Facilities Manager.

28 Agreement with the Building Manager

Purpose of the agreement

28.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services for Residential North.

Duties of the Building Manager

- 28.2 The duties of the Building Manager may include:
 - (a) caretaking, supervising and servicing Common Property;
 - supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (c) arranging for the inspection and certification of plant and equipment as required by the law;
 - (d) providing services to the Owners Corporation, owners and occupiers;
 - (e) supervising employees and contractors of the Owners Corporation;
 - (f) supervising Residential North generally; and

Page 27 of 31

SP66849

(g) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Residential North.

Terms of the agreement

28.3

- The Owners Corporation may, in its own right, enter into an agreement with the Building Manager from the date of the first general meeting of the Owners Corporation for a term of 18 months or until the second annual general meeting of the Owners Corporation (whichever happens first). The terms of that agreement may include:
- (a) the remuneration of the Building Manager for the term must not exceed a fixed sum of \$5,000 per month; and
- (b) the duties of the Building Manager may be the duties listed in by-law 28.2.
- 28.4 At any time after the expiry of the agreement under by-law 28.4, the Owners Corporation may determine to enter into an agreement in its own right with the Building Manager on the terms and conditions reasonably determined by the Owners Corporation.
- 28.5 For any agreements entered into by the Owners Corporation after the expiry of the agreement under by-law 28.3, the Owners Corporation may appoint a Building Manager of its choice. It is not obliged to appoint as its Building Manager the Facilities Manager appointed by the Building Management Committee.
- 28.6 The Owners Corporation must not appoint the Building Manager to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee.

29 Agreement with the Facilities Manager

Purpose of the agreement

29.1 In addition to its powers under the Management Act, the Owners Corporation has the power as a member of the Building Management Committee to appoint and enter into agreements with the Facilities Manager to provide management and operational services for Precinct

Terms of the agreement

- 29.2 The terms of the agreements the Owners Corporation enters into or becomes a party to under this by-law must not exceed ten years (including options to renew the agreement). The agreements may have provisions about:
 - (a) the rights of the parties to the agreement and the Facilities
 Manager to terminate the agreement early; and
 - (b) the rights of the Facilities Manager to assign the agreement.
- 29.3 The remuneration for the Facilities Manager is at the discretion of the Owners Corporation and the parties to the agreement.

Page 28 of 31

- 29.4 The duties of the Facilities Manager are specified in the Strata Management Statement.
- 29.5 In addition to its powers under the Management Act, the Owners Corporation has the power to grant to the Facilities Manager a power of attorney which enables the Facilities Manager to sign on behalf of the Owners Corporation a further agreement with the Facilities Manager when new parties become members of the Building Management Committee.

SP66849

30 Agreement with the Strata Manager

The Owners Corporation must, after the expiry of the initial period for Residential North, appoint and retain under section 27 of the Management Act the same Strata Manager that the Building Management Committee appoints under the Strata Management Statement.

31 Building management and you

You must not:

- (a) interfere with or stop the Building Manager, Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or
- (b) interfere with or stop the Building Manager, Facilities Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

32 Rules

- 32.1 The Owners Corporation may make Rules about the security, control, management, operation, use and enjoyment of Residential North. Rules must comply with and be consistent with the by-laws and the Strata Management Statement.
- 32.2 The Owners Corporation may add to or change the Rules at any time.
- 32.3 You must comply with the Rules.
- 32.4 If a Rule is inconsistent with a by-law, the Umbrella Deed, the Strata Management Statement or a requirement of a Government Agency, then the by-law, Umbrella Deed, Strata Management Statement or requirement of a Government Agency prevail to the extent of the inconsistency.
- 32.5 Contact the Strata Manager if you would like a copy of the Rules (at your cost).

33 Books and records

33.1 In addition to the books and records which the Owners Corporation must maintain under the Management Act, the Owners Corporation must maintain all correspondence, agendas, minutes and other documents relating to:

SP66849

- (a) the Building Management Committee;
- (b) the Strata Management Statement;
- (c) the Umbrella Deed; and
- (d) the Umbrella Committee.
- 33.2 The Owners Corporation must:
 - (a) maintain the records under by-law 33.1 for at least seven years;
 and
 - (b) make the records available for inspection under section 108 of the Management Act.

34 Consents by the Owners Corporation

- 34.1 Unless a by-law states otherwise, consents under the by-laws may be given by:
 - (a) the Owners Corporation at a general meeting; or
 - (b) the Executive Committee at a meeting of the Executive Committee.
- 34.2 The Owners Corporation or the Executive Committee may make conditions if they give you consent under the by-laws. You must comply with the conditions.
- 34.3 The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:
 - (a) conditions made by them when they gave you consent; or
 - (b) the by-law under which they gave you consent.

35 Failure to comply with by-laws

- 35.1 The Owners Corporation may do anything on your lot that you should have done under the Management Act, the Strata Management Statement or the by-laws but which you have not done or, in the opinion of the Owners Corporation acting reasonably, have not done properly.
- 35.2 The Owners Corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

SP66849

Page 30 of 31

- (a) give the Owners Corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.
- 35.3 The Owners Corporation may recover any money you owe it under the by-laws as a debt.
- 35.4 The powers of the Owners Corporation under this by-law are in addition to those which it has under the Management Act.

36 Applications and complaints

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

Execution SP66849

Page 31 of 31

SIGNED by JOHN BRUCE STURDAY as attorney for WATERWAYS AUTHORITY under power of attorney registered book 4278 no. 675 in the presence of:

Signature of witness

Name of witness (block letters)

By executing this agreement the attorney sates that the attorney has received no notice of revocation of the power of attorney

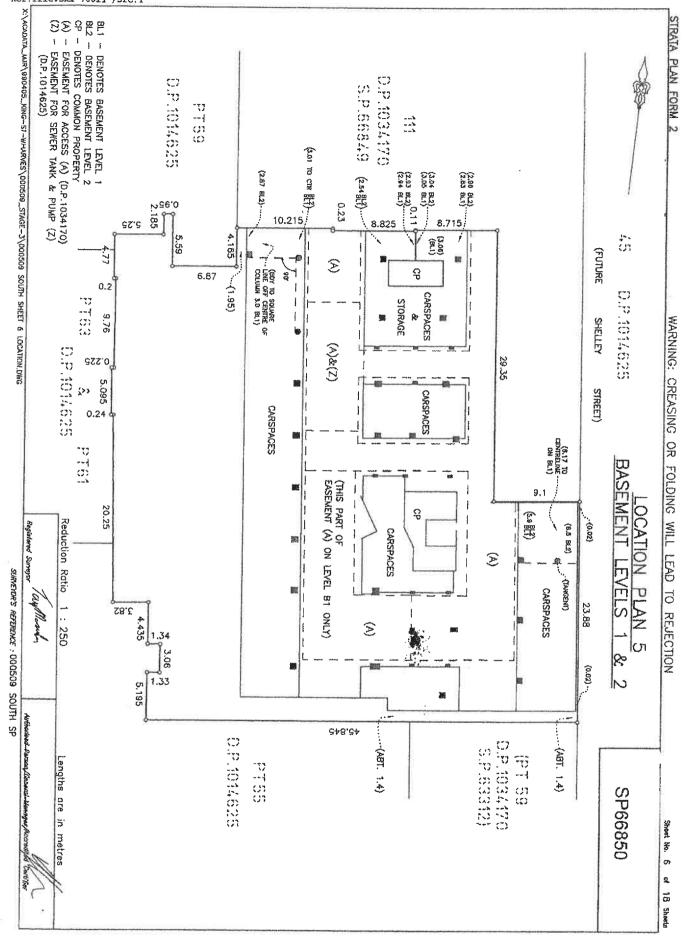


STRATA PLAN FORM 1

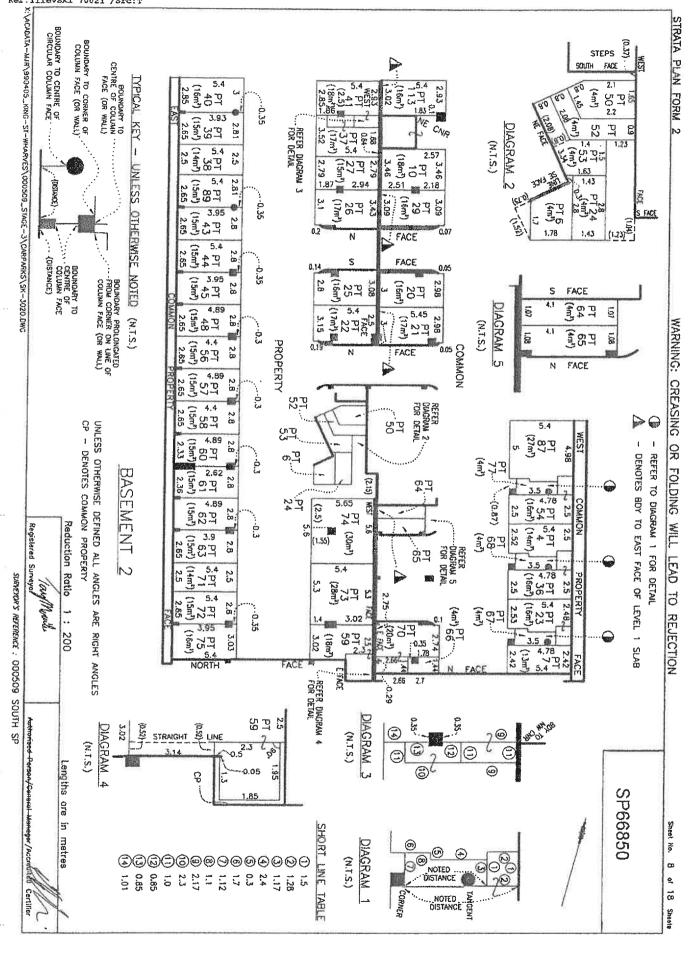
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

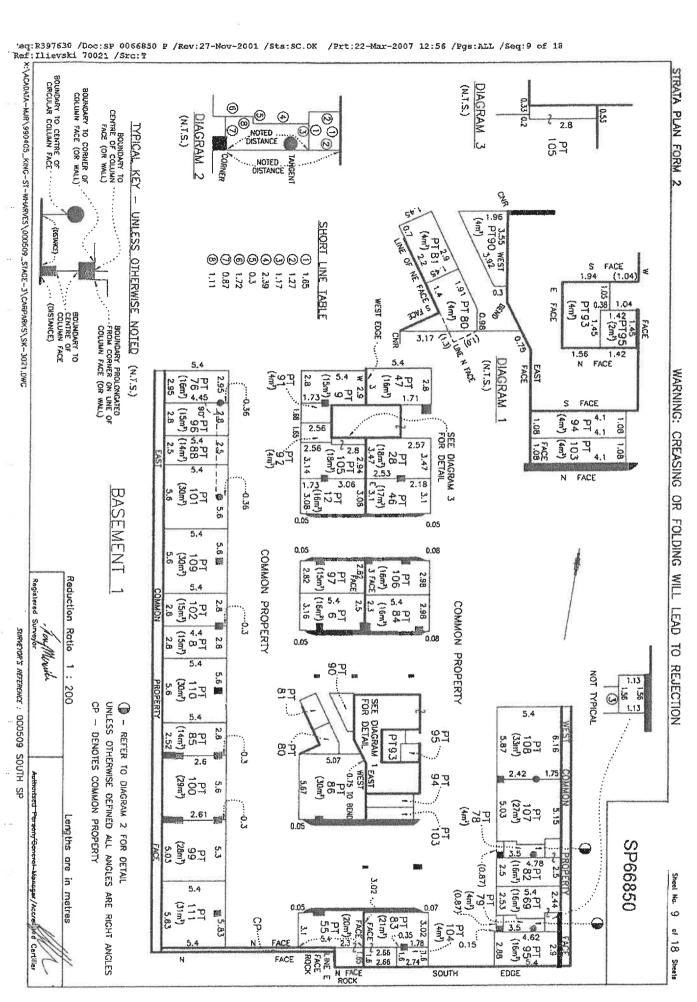
OFFICE USE ONLY

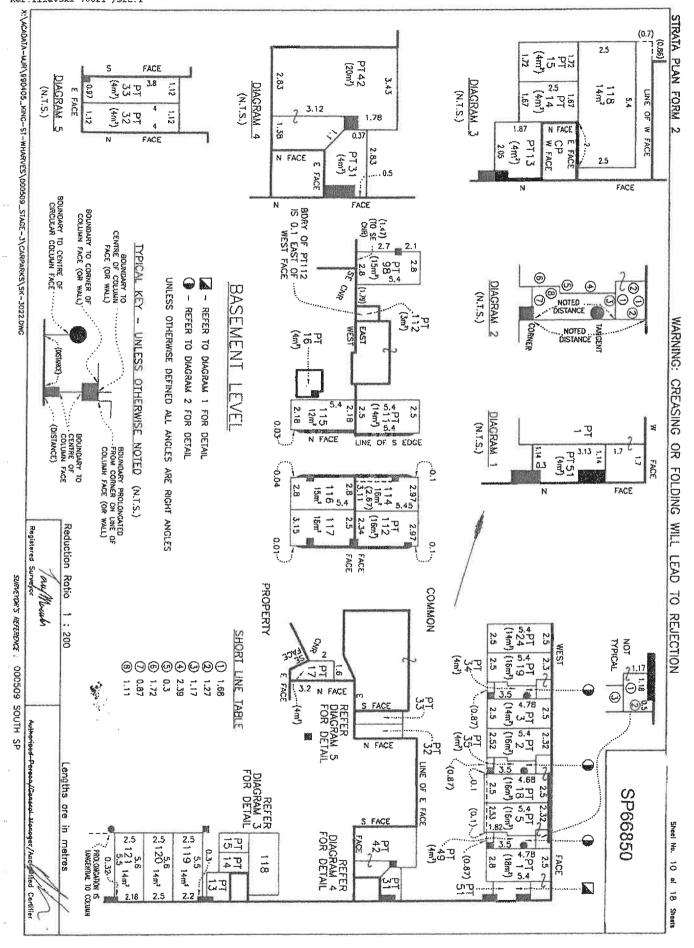
21-11-2001

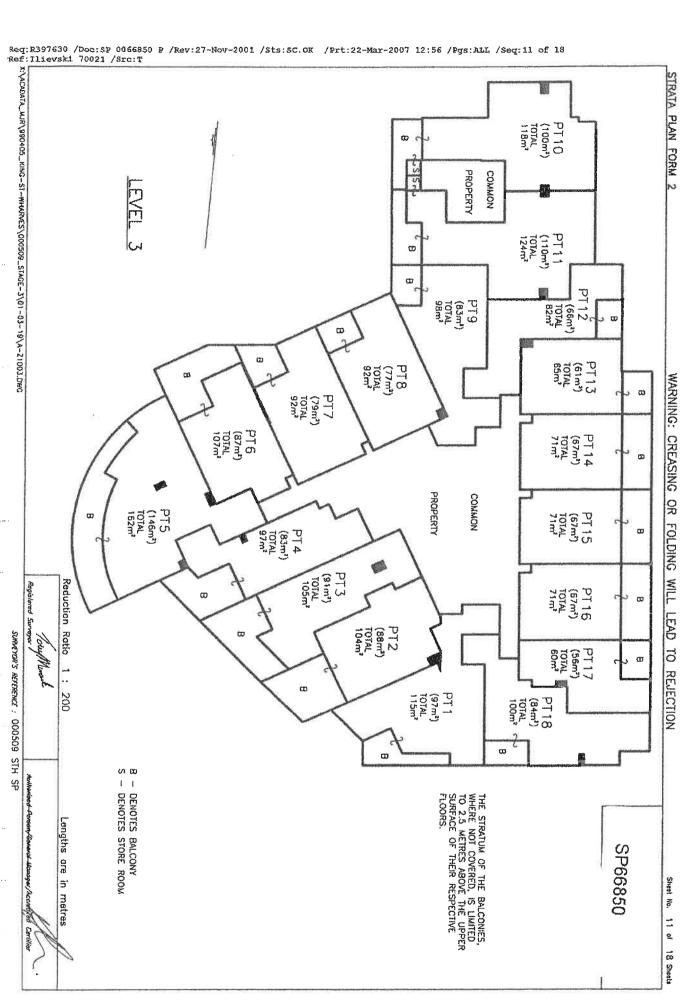


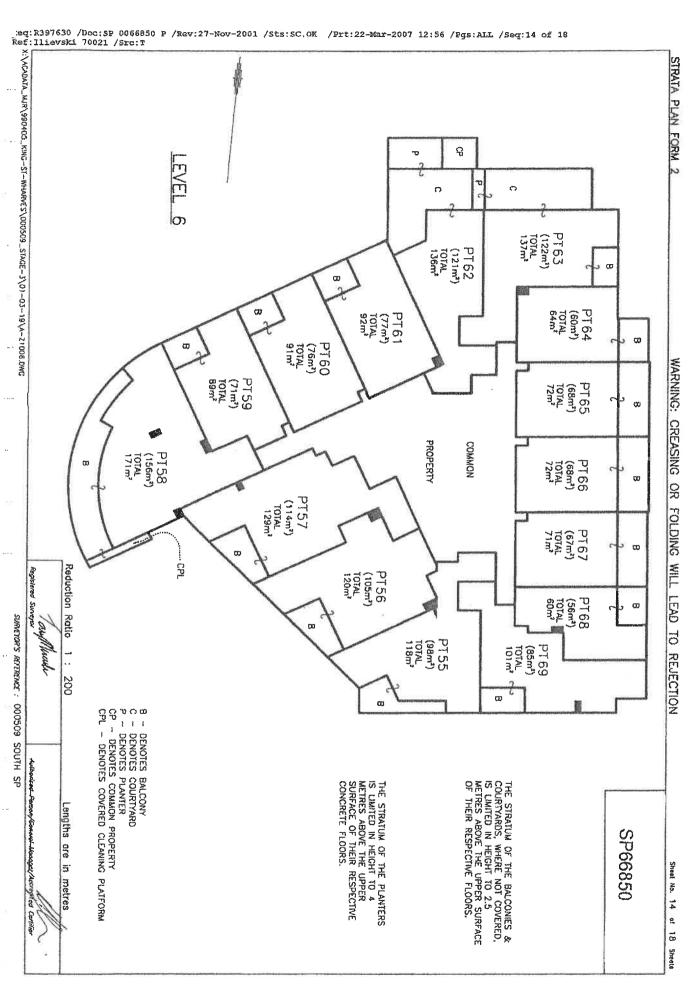
SPECIAL PROPRIES DOSCIES OF PROPRIES CONTROL VIE. LOTINO.		ס	SUMMEROR'S REFERENCE: 000509 SOUTH SP	REFERENCE :	SHAMEHOR'S				SHEET 7 UES.DWG	HOOS BROOM	2 /000000AT-219/05-2-2/	K Committee Comm
SCHEDULE OF UNIT ENTITLEMENTS LOTNO U.E. U.E. LOTNO U.E. LOTNO U.E. U.E.	Comment Manager According Conting	Aveanay - pu	Authorio	Merik	42 Dec	Register						1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
SCHEDULE OF UNIT ENTITLEMENTS LOT NO. U.E. U.E. LOT NO. U.E. U	aths are in metres	Len		T .	tion-Ratio	Reduc						2VSK1 /0021 /STG:T
SCHEDULE OF UNIT ENTITLEMENTS LOT NO. LIE. LIE. LOT NO. LIE. LIE. LOT NO. LIE. LIE	,000	1,00	AGGREGATE:	1,930	100	1,098	75	525	g	/ 10	20	
SCHEDULE OF UNIT ENTITLEMENTS SP66850 SCHEDULE OF UNIT ENTITLEMENTS Schedule Schedul				2,317	99	1,672	74	510	49	710	2 Z Fi 4	
SCHEDULE OF UNIT ENTILEMENTS LOT NO. U.E. LOT NO.				1,265	98	2,060	73	542	48	1,124	23	
LOT NO. U.E. U.T NO. U.E. NO. U.E. NO. U.T NO. U.E. NO. U.E. NO. U.T NO. U.E. NO. U.T NO. U.E. NO.		S	Ē	1.188	97	1,149	72	1,002	47	640	23	
COTNO. U.E. LOTNO. U.E	. 0)))	120	1 355	S 8	1.072	2 2	930	සි ව	672	21	
LOTNO: U.E. U.TNO: U.E	. 01	9	119	536 536	2 9	052	70 05	722	5 ‡	655 857 8	20 -	
LOTNO U.E.	5	65	118	536	93	524	58	730	43	684	i ă	
COT NO. U.E. LOT	٠,	55	117	542	92	524	67	724	2 2	492	17	
SCHEDULE OF UNIT ENTITLEMENTS LOT NO. U.E.	<u>.</u>	වූ ද	116	542	92	532	66	1,162	41	505	ं कं	
SCHEDULE OF UNIT ENTITLEMENTS LOT NO. U.E.		ල ද	115	532	90	532	65	652	40	510	15	
SCHEDULE OF UNIT ENTITLEMENTS LOT NO. U.E. LOT NO.	~* i	65	174	782	89	518	60	684	39	510	т. Д	
LOT NO. U.E. LOT	23	582	<u></u>	1,162	88	786	63	865	38	498	13	
LOT NO. U.E. LOT	íœ	636	112	1.802	87	782	62	852	37	529	12	
SCHEDULE OF UNIT ENTITLEMENTS Sheet Ms. 7 of 18	79	1 67 1 67	11 -	2 189	œ (736	63	696	36	930	11	
SCHEDULE OF UNIT ENTITLEMENTS Special by 7 of 18	a. h) C	110	3 3 3 6	85	744	60	498	ဌ	878	10	
LOT NO. U.E. U.E. LOT NO. U.E. U.E	30	بر در در در در	109	1.149	00 4	736	59	510	2	696	9	
LOTNO. U.E. LOTNO. U.E. LOTNO. U.E. LOTNO U.E. LOTNO U.E. LOTNO U.E. SP6850 SCHEDULE OF UNIT ENTITLEMENTS LOTNO. U.E. LOTNO. U.E. LOTNO U.E. LOTNO U.E. SP6850 1 814 26 710 51 524 76 749 101 1,265 2 654 27 710 52 518 77 524 102 800 3 674 28 890 53 506 78 536 103 537 4 640 29 955 54 710 79 536 103 537 5 1,085 30 470 55 878 80 532 106 722 6 710 31 505 56 995 81 532 106 890 7 704 32 519 57 1,072 82 744 107 2,142	10	٠ ١ ١ ١	108	1 006	83	1 286	58 8	ජ ත	සු	696	œ	
LOTINO: U.E. LOTINO. U.E. SP66850 LOTINO: U.E. LOTINO. U.E. LOTINO. U.E. LOTINO. U.E. LOTINO. U.E. SP66850 1 814	3	2 18	107	744	80	1.072	57	519	32	704	7	
SP66850 SCHEDULE OF UNIT ENTITLEMENTS SP66850 SP	5 1	1 2	ŝ	532	<u>8</u>	995	56	505	31	710	O)	
SCHEDULE OF UNIT ENTITLEMENTS Species, 7 of 18 SP66850 SCHEDULE OF UNIT ENTITLEMENTS SP66850 S	ડ દે	3 5	105	539	80	878	g;	470	30	1,085	ζħ	
SPECIAL CORM State to 7 of 18 SPECIAL COLOR WILL LEAD TO REJECTION State to 7 of 18 SPECIAL 7 of 19 SPECIAL	٠ ١	J. 6	À	536	79	710	2	955	29	640	4	
SCHEDULE OF UNIT ENTITLEMENTS LOT NO. U.E.		J. 10	103	75 200	78	506	ჯ	890	28	674	ω	
SCHEDULE OF UNIT ENTITLEMENTS LOT NO. U.E.	⇒ 8	R/ 2	1 5	524	77	518	52 :	710	27	654	2	
SCHEDULE OF UNIT ENTITLEMENTS LOTNO. U.E.	מי	٠ د	101	749	78	524	Δį.	710	26	814	-	
SCHEDULE OF UNIT ENTITLEMENTS SCHEDULE OF UNIT ENTITLEMENTS	ļi n	U.E	LOT NO.	U.E	LOT NO	UE	LOT NO.	Um.	LOT NO.	m Um	LOT NO.	
SCHEDULE OF UNIT ENTITLEMENTS Sheet No. 7 of 18 SP66850									Đ			
Spect No. 7 of Spect					2.	TLEMENTS	UNIT ENTI	DULE OF	SCHE			
WARINING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No. 7 of 18	SP66850											
	7 of 18		CX		LEAU	DING WILL	של טת דטנ	CKEASIN	PARIMINAM			CHISTO - COSE A











B - DENOTES COVERED BALCONY
CPL - DENOTES COVERED CLEANING PLATFORM Authorised Person Lengths are in metres SP66850 Sheet No. 15 of 18 Sheets

