

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 81568475	NSW DAN:
vendor's agent	Morton Pyrmont 5 10 Wharf Crescent Pyrmont NSW 2009		Phone: 1300 858 221 Fax: Ref:
co-agent			
vendor	STEPHEN PATRICK PALLUEL and MICHAEL ANDREW CARRINGTON Unit 301A 24 Point Street Pyrmont NSW 2009		
vendor's solicitor	RESCOMM Conveyancing St Malo Building Level 1 107 Parramatta Road Granville NSW 2142		Phone: 02 9497 5080 Fax: Ref: 0410
date for completion	42 days after the date of this contract (clause 15)		Email: deanna@rescomm.com.au
land	301A/24 POINT ST PYRMONT NSW 2009 (Address, plan details and title reference)		
	LOT 6 IN STRATA PLAN 65507 6/SP65507		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other: Washer, Dryer
exclusions	
purchaser	Nicholas James Cole D705 24/26 Point Street Pyrmont NSW 2009
purchaser's solicitor	Du & Associates 14, 01B, Level 14 227 Elizabeth Street Sydney NSW 2000
price	\$ 1,650,000.00
deposit	\$ 165,000.00
balance	\$ 1,485,000.00
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

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

**land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

BCS Strata Management  
Level 27, 66-68 Goulburn Street Sydney NSW 2000

PH: 02 8216 0397  
Email: robert@quillfeldt@bcssm.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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



**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

## **28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## **29 Conditional contract**

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## WARNING

### SMOKE ALARMS

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

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### ADDITIONAL CONDITIONS IN THE CONTRACT FOR SALE OF LAND BETWEEN

#### VENDOR:

And

#### PURCHASER:

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### 33. Amendments to printed form

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

- a) **Clause 7.1** – delete “that are not” and substitute “including”.
- b) **Clause 7.1.1** – delete
- c) **Clause 13.8** – delete
- d) **Clause 14.4.2** – delete
- e) **Clause 16.5** – delete the words “plus another 20% of that fee”.
- f) **Clause 16.6** – amend by adding “providing that the uncleared Certificate is received 14 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement.
- g) **Clause 16.8** – delete
- h) **Clause 16.12** – delete
- i) **Clause 18** – amend by adding the following provision:
  - “18.8 the Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
- j) **Clause 23.5.2** – amend by deleting the words “but is disclosed in this contract”
- k) **Clause 23.6** – delete



- l) **Clause 23.7** – delete.
- m) **Clause 23.9.1** – delete.
- n) **Clause 23.13** – delete.
- o) **Clause 23.14** – delete.

#### **34. Submission of Settlement Figures**

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It is an essential term of this contract that the Purchaser must submit settlement figures to the Vendor's Conveyancer at least 5 business days before the completion date.

#### **35. Death, Insolvency and Bankruptcy**

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- 35.1 Without affecting any other rights of either party, if the Purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the Purchaser will have defaulted in the observance of an essential term of this contract and the Vendor may terminate this contract in accordance with clause 9.
- 35.2 If the Vendor or Purchaser (or any of them) is a natural person and prior to completion dies, becomes mentally ill or becomes bankrupt, then either party may rescind the contract and clause 19 of the contract shall apply.

#### **36. Exclusion of Pre-Contractual Representations**

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- 36.1 This contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.
- 36.2 The parties have not entered into and are not bound by any other agreement apart from this contract.
- 36.3 The parties are not bound by any warranty, representation, agreement or implied term under the general law or imposed by legislation unless:
  - a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
  - b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- 36.4 The Purchaser acknowledges that the Purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representation made by or on behalf of the Vendor (including by any estate agent acting on behalf of the Vendor):
  - a) the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
  - b) the warranties and representations expressly contained in this contract;
  - c) the skill and judgement of the Purchaser, its consultants and representative; and
  - d) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.

### **37. Purchasers Acknowledgement**

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- 37.1 The Purchaser acknowledges that the Purchaser is purchasing the property in its present state of repair and condition, subject to fair wear and tear and to all latent and patent defects, and will make no objection, requisition or claim for compensation in respect of the state of repair or condition of the property.
- 37.2 It is agreed by the Purchaser that no reliance has been made upon any warranty or representation by the Vendor or any person on behalf of the Vendor except such as may be expressly provided herein, that this document constitutes the whole agreement between the parties and that the Purchaser has relied entirely upon the Purchaser's own enquiries relating to, and inspection of the property, all improvements thereon and the inclusions referred to in the particulars on the front page hereof.

### **38. Late Completion**

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If the Purchaser shall not complete this purchase by the agreed completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor:

- a) interest on the balance of the purchase price as from the date stipulated for completion in this Contract at the rate of 10% per annum up until the date of completion. The parties agree that the above interest is a genuine estimate of the damages and not a penalty.
- b) in the sum of \$330.00 inclusive of GST to cover the legal cost and other expenses incurred by the Vendor as a consequence of the delay.

### **39. Notice to Complete**

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- 39.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready, willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 39.2 The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- 39.3 If the Vendor issues a notice to complete, the Purchaser will be liable for an must pay on demand an amount of \$330.00 inclusive of GST for the legal costs incurred by the Vendor in issuing the notice to complete. The Purchaser must pay the costs to the Vendor's Conveyancer by a separate settlement cheque at completion of this contract.

### **40. Completion**

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- 40.1 Completion of this matter shall take place on or before 4.00 pm within the time provided for the clause 15 herein.
- 40.2 Settlement of this matter shall take place wherever the Vendor's mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by RESCOMM Conveyancing, then settlement shall be affected at the office of RESCOMM Conveyancing. However, should the Purchaser not be in the position to settle at the office of RESCOMM

Conveyancing, then settlement may be affected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Agent's fee of \$165.00 is paid by the Purchaser.

#### **41. Warranty about estate agent**

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The Purchaser warrants that it has not been introduced to the Vendor by any agent other than the Vendor's agent named on the first page of the is contract. The purchaser indemnifies the Vendor against any proven claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of the clause do not merge on completion.

#### **42. Release of deposit**

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Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of a deposit, stamp duty or the balance of the purchase monies on the purchase of real estate, providing that such is held within a trust account of a real estate agent, solicitor or licensed conveyancer or paid to the office of state revenue, and providing such deposit shall not be further released without the Purchaser's express consent. The execution of this contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

#### **43. Payment of deposit by instalments**

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43.1 In the event that the Vendor agrees for the deposit to be paid by instalments the deposit shall be paid as follows:

43.1.1 as to the amount of 5% of the purchase price on the date hereof ("the initial instalment"); and

43.1.2 as to the further amount of 5% of the purchase price (being the balance of the 10% of the purchase price) on the earlier of the completion date and the date of the Purchaser's default in accordance with clause 9 herein.

#### **44. Payment of deposit by way of deposit bond**

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44.1 The parties agree that:

44.1.1 the Purchaser has, at exchange, provided the Vendor with a deposit power guarantee ("guarantee") in the amount of 10% of the purchase price; and

44.1.2 the guarantee will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the guarantee in any circumstances where the Vendor is entitled to the deposit; and

44.1.3 at settlement the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent or depositholder) and the Vendor will return the original guarantee to the Purchaser on completion.

#### **45. Possession prior to completion**

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45.1 The Purchaser shall pay a fee of \$        per week. This amount is to be adjusted on settlement.

45.2 The Purchaser will supply to the Vendor or their Conveyancer a Certificate of Insurance for the subject property.

- 45.3 The access hereby granted may be terminated at the will of either party by such party giving to the other party seven (7) days' notice in writing to that effect.
- 45.4 The date for the adjustments contemplated in clause 14 thereof shall be the date in which the Purchaser takes possession off the premises hereunder and not the date of completion.
- 45.5 The date under which possession is to be given as referred to in clause 18 shall be the date on which the Purchaser takes possession of the premises.
- 45.6 The Purchaser under the said Contract of Sale of Land shall make no objection, requisition or claim for compensation in respect of the state of repair or want of repair or any defect whether patent or latent in or about the premises.
- 45.7 Entry to the premises by the Purchaser and their invitees is solely at the risk of the Purchasers.
- 45.8 No structural or unauthorised work or activity is to be conducted at the premises.
- 45.9 The Purchaser covenants and agrees that until completion of the aforesaid Contract of Sale of Land he/she will pay for all gas and electricity consumed at the premises after the date upon which he/she takes possession and pay for all telephone calls and rental of telephone equipment in connection with the telephone service connected to the premises.

#### **46. Corporate Purchaser**

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If the Purchaser(s) is a corporation the Purchaser(s) will produce a personal guarantee from the directors of the corporation to guarantee the due performance of the Purchaser(s) obligation under the Contract. Failure by the Purchaser(s) to comply with this clause shall constitute a breach of an essential term entitling the Vendor(s) to terminate the contract.

#### **47. Swimming Pool Compliance**

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In accordance with the Swimming Pools Act 1992 the following shall apply:

- a) A copy of the valid Certificate of Compliance or relevant Occupation Certificate is attached; or
- b) A valid Certificate of Non-compliance is attached to the said contract. In which case the Vendor transfers the obligation to obtain a Certificate of Compliance to the Purchaser. In accordance with the act, the Purchaser will have 90 days from the date of settlement to rectify defects listed in the Certificate of Non-compliance and obtain a Certificate of Compliance.

The Purchaser shall not make any claim or requisition against the Vendor in this regard.

#### **48. Extension of cooling off period**

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In the event that this Contract is subject to a cooling-off period and the Purchaser applies for and is granted an extension to the cooling-off period by the Vendor, then in such event the sum of \$220.00 inclusive of GST to cover legal costs and expenses incurred by the Vendor is a consequence of the extension to the cooling-off period shall be payable by the Purchaser as an adjustment to the Vendor on completion.

#### **49. Reduced Deposit Clause**

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Despite any other provision of this agreement, if:

- a) The deposit agreed to be paid (or actually paid) by the Purchaser is less than ten percent (10%) of the purchase price; and
- b) The Vendor becomes entitled to forfeit the deposit actually paid;
- c) The purchaser will immediately upon demand pay to the Vendor the difference between ten percent (10%) of the purchase price and the amount actually paid, to the intent that a full ten percent (10%) of the purchase price is forfeitable by way of deposit upon default.

#### **50. Electronic Settlement**

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In the event the parties agree to settle this sale electronically settlement is to take place in accordance and in compliance with the Electronic Conveyancing National Law, and the following shall also apply:

- a) The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event each party shall pay their own costs incurred;
- b) Settlement takes place when the financial settlement takes place;
- c) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement. This clause shall not merge on completion;
- d) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but in any event no later than three (3) working days after the initial electronic failure unless otherwise mutually agreed;
- e) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

#### **51. Service of documents**

---

Service of any notice or document under or relating to this Agreement may be affected and shall be sufficient service on a party and that party's solicitor if:

- a) Addressed to that party or that party's solicitor at the respective addresses set out in this Agreement and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- b) The notice or document is sent by email and in any such case shall be deemed to be duly given or made on the same business day that it is sent by email if it is sent before 5.00 pm; and on the next business day if it sent by email on or after 5.00 pm.
- a) The Purchaser cannot make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this clause.

#### **52. Foreign Resident Capital Gains Withholding Tax**

---

This clause only applies when the sale is not an excluded transaction that falls within the meaning of S14-215 of Schedule 1 of Taxation Administration Act 1953.

- a) Clearance certificate means a certificate within the meaning of s14-220 of Schedule 1 to the Taxation Administration Act 1953, that covers one or more days falling within the period from and including the contract date to completion;
- b) If the Vendor does not provide a clearance certificate within 14 days from the date of the contract, then the Purchaser shall put in writing and request the Vendor to provide the clearance certificate no later than 14 days prior to the completion. If the Vendor does not provide 7 days prior to the completion date, then the Purchaser can lodge with ATO for Purchaser Payment Notification. On completion, the Purchase can request a payment cheque in the required amount payable to the Deputy Commissioner of Taxation ("ATO cheque").
- c) For avoidance of doubt, the above clauses do not apply if the Vendor can provide the clearance certificate to the Purchase on or prior to the completion. It shall be the Purchaser's obligation of withdrawing the Purchase Payment Notification from ATO.

### **53. Transfer**

---

In the event that the Purchaser fails to deliver the Transfer to the Vendor's solicitor/conveyancer on or before ten (10) days before the due date for completion, the Purchaser agrees to pay to the Vendor by way of adjustment on settlement the sum of \$120.00 towards the cost of arranging execution of such Transfer on short notice. The Purchaser acknowledges that payment of such sum is an essential term of this contract.

### **54. Section 184/Section 26 Certificate**

---

- 54.1 The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 certificate under the Strata Schemes Management Act 1996 or for the section 26 certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said certificate.
- 54.2 The Vendor hereby authorises the Purchaser to apply for the section 184 certificate under the Strata Schemes Management Act 1996 or for the section 26 certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least 7 days prior to completion.

### **55. Vacant Possession/Tenancy**

---

- 55.1 In the event that the subject property is sold subject to vacant possession and the vendor/tenant is currently residing in the subject property and is unable to vacate on the due date, the purchaser agrees to give the vendor/tenant an extra 21 days after the completion date to vacate the subject property and that a notice to complete cannot be served on the vendor or their representative prior to the expiry of the said 21 days; or
- 55.2 In the event that the subject property is sold subject to vacant possession and there is a residential tenancy agreement annexed to the contract, the purchaser agrees and acknowledges the following:
  - a) At the purchaser's request, the agent or the vendor's representative will only give notice to the tenants after the expiry of the cooling-off period and once the agreed deposit amount has been paid to the agent or the vendor's representative's trust account.
  - b) The tenant will be given at least 35 days to vacate the subject property after the expiry of the cooling-off period.

- c) The purchaser or their representative cannot service the vendor with a notice to complete on or before the expiry date of the notice to the tenants.
- 55.3 If the property is sold subject to any existing tenancies, the purchaser agrees and acknowledges the following:
  - a) The vendor does not warrant that the tenants will continue to remain in the property following completion.
  - b) If the lease has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's representative that they require vacant possession within 3 days after the date of exchange.
  - c) The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract for sale.

## **56. Sewer Service Diagram**

---

- 56.1 The purchaser acknowledges that a drainage diagram for the land from the appropriate sewerage authority may not be available from that authority in the ordinary course of administration.
- 56.2 The purchaser shall make no objections, requisitions or claim for compensation notwithstanding any other clause in this contract or right of law or in equity to the contrary regarding the fact that a sewer diagram is not available.
- 56.3 The purchaser hereby released the vendor from any and all obligations to supply or make available a sewer diagram for the property.

## **57. COVID-19 (Coronavirus)**

---

This Clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the COVID-19 outbreak as a Health Emergency or a State Emergency:

- 57.1 In the event any party to the contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately and
  - a) In the event completion does not take place by the completed date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 21 days.
- 57.2 In the event any party is admitted to hospital as a consequence of COVID-19 Coronavirus, such party will notify the other party as soon as possible and
  - a) In the event that completion does not take place by the completion date as provided for in Clause 15 of this contract due to such hospitalisation, then on and from the date of that party's discharge from hospital, the completion date is extended by 21 days.



**Guarantee**

**Guarantee for corporate purchaser**

In consideration of the Vendor contracting with the corporate purchaser \_\_\_\_\_ (the guarantors), as is evidenced by the guarantor's execution hereof, guarantee the performance by the Purchaser of all the Purchaser's obligation under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

**SIGNED** by )  
The guarantors in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

## Conditions of Sale by Auction

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - b) A bid for the Vendor(s) 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(s);
  - c) The highest bidder is the Purchaser(s), 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(s);
  - f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - g) A bid cannot be made or accepted after the fall of the hammer; and
  - h) As soon as practicable after the fall of the hammer the Purchaser(s) 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 2A, the auctioneer may make only one Vendor(s) bid at an auction for the sale of residential property or rural land and no other Vendor(s) may be made by the auctioneer or any other person; and
  - c) Immediately before making a Vendor(s) bid the auctioneer must announce that the bid is made on behalf of the Vendor(s) or announces 'Vendor(s) bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a Vendor(s) as executor or administrator:
  - a) More than one Vendor(s) bid may be made to purchase interest of 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 Vendor(s); and
  - 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(s) 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(s) full amount of the purchase price:

- a) If that amount can reasonably be determined immediately after fall of 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(s) and the agent or the Purchaser(s) and the Vendor(s) made before the fall of the hammer.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6/SP65507

SEARCH DATE	TIME	EDITION NO	DATE
3/5/2021	12:24 PM	9	15/4/2021

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

LAND

LOT 6 IN STRATA PLAN 65507  
AT PYRMONT  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

STEPHEN PATRICK PALLUEL  
MICHAEL ANDREW CARRINGTON  
AS JOINT TENANTS (T AP908319)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP65507
- 2 SP65507 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE S.88B INSTRUMENT
- 3 AQ963621 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP65507

SEARCH DATE	TIME	EDITION NO	DATE
3/5/2021	12:24 PM	15	1/6/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 65507  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PYRMONT  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ST ANDREW COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP65507

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 65507  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- BCS STRATA MANAGEMENT  
LOCKED BAG 22  
HAYMARKET 1238

SECOND SCHEDULE (75 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1010966
- 2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP62950, SP65507, SP68443 & SP68059
- 3 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP65507
- 4 DP868355 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP868355 EASEMENT FOR SUPPORT OF COLUMNS AND CONSTRUCTION ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP868355 RESTRICTION(S) ON THE USE OF LAND
- 7 DP267800 EASEMENT TO SUPPORT ENCROACHING STRUCTURE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP267800
- 8 DP1010966 RIGHT OF CARRIAGEWAY AND RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (R42) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1010966 RIGHT OF CARRIAGEWAY AND RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (R324) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1010966 RIGHT OF CARRIAGEWAY AND RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (R24) AFFECTING THE

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP65507

PAGE 2

## SECOND SCHEDULE (75 NOTIFICATIONS) (CONTINUED)

- 
- 11 DP1010966 PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
RIGHT OF CARRIAGEWAY AND RIGHT OF FOOTWAY VARIABLE  
WIDTH LIMITED IN HEIGHT AND DEPTH (R234) AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1010966 EASEMENT FOR PARKING VARIABLE WIDTH LIMITED IN HEIGHT  
AND DEPTH (P24) AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 13 DP1010966 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE LIMITED IN  
HEIGHT AND DEPTH (D324) APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 14 DP1010966 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE LIMITED IN  
HEIGHT AND DEPTH (D234) AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 15 DP1010966 EASEMENT TO DRAIN SEWAGE 1.1 METRE(S) WIDE LIMITED IN  
HEIGHT AND DEPTH (S32A) APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 16 DP1010966 EASEMENT TO DRAIN SEWAGE 1 METRE(S) WIDE LIMITED IN  
HEIGHT AND DEPTH (S324) APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 17 DP1010966 EASEMENT TO DRAIN SEWAGE 1 METRE(S) WIDE LIMITED IN  
HEIGHT AND DEPTH (S24) AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 18 DP1010966 EASEMENT FOR PLANT ROOM LIMITED IN HEIGHT AND DEPTH  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1010966 EASEMENT FOR LOADING DOCK LIMITED IN HEIGHT AND DEPTH  
(LD) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1010966 EASEMENT FOR BUILDING PURPOSES LIMITED IN HEIGHT AND  
DEPTH (BP) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 21 DP1010966 EASEMENT FOR BUILDING PURPOSES LIMITED IN HEIGHT AND  
DEPTH (BP) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1010966 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT  
(RF324) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1010966 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT  
(RF234) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM
- 24 DP1010966 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT  
(RF2134) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 25 DP1010966 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT  
(RF1234) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1010966 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN HEIGHT  
(RF4123) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1010966 EASEMENT FOR USE OF GARBAGE ROOM VARIABLE WIDTH  
LIMITED IN HEIGHT AND DEPTH (GR) APPURTENANT TO THE  
LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

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PAGE 3

## SECOND SCHEDULE (75 NOTIFICATIONS) (CONTINUED)

- 28 DP1010966 EASEMENT FOR CARWASH VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (CW234) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 29 DP1010966 EASEMENT FOR SUPPORT VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30 DP1010966 EASEMENT FOR WATER MAINS 1 METRE(S) WIDE LIMITED IN HEIGHT AND DEPTH (W324) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 31 DP1010966 EASEMENT FOR WATER MAINS 1 METRE(S) WIDE LIMITED IN HEIGHT AND DEPTH (W24) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 32 DP1010966 EASEMENT FOR LEISURE FACILITY LIMITED IN HEIGHT AND DEPTH (LF2134) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 33 DP1010966 EASEMENT FOR ELECTRICITY PURPOSES 1.5 AND 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 34 DP1010966 EASEMENT FOR LIFT PLANT LIMITED IN HEIGHT AND DEPTH (LP) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 35 DP1010966 EASEMENT TO USE FIRE PASSAGE VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (FP234) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 36 DP1010966 EASEMENT TO USE FIRE PASSAGE VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (FP324) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 37 DP1010966 EASEMENT TO USE FIRE PASSAGE VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (FP432) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 38 DP1010966 EASEMENT FOR GAS SERVICE (G324) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 39 DP1010966 EASEMENT FOR GAS SERVICE (G234) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 40 DP1010966 EASEMENT FOR SERVICE CABLES AND FIRE SAFETY EQUIPMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 41 DP1010966 EASEMENT FOR SERVICE CABLES AND FIRE SAFETY EQUIPMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 42 DP1010966 EASEMENT FOR ELECTRICITY SUB-STATION APPURTENANT TO THE LAND ABOVE DESCRIBED
- 43 DP1010966 EASEMENT FOR MAIL BOXES LIMITED IN HEIGHT (MB32) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 44 DP1010966 POSITIVE COVENANT
- 45 DP1010966 EASEMENT FOR GAS AND WATER LIMITED IN HEIGHT AND DEPTH (GW) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 46 DP1010966 EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH (D324) APPURTENANT TO THE LAND ABOVE DESCRIBED

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## SECOND SCHEDULE (75 NOTIFICATIONS) (CONTINUED)

- 47 SP62950 EASEMENT FOR WATER MAIN OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 48 SP62950 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 49 SP62950 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 50 SP62950 EASEMENTN FOR BUILDING MANAGER'S OFFICE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 51 SP62950 EASEMENT FOR ACCESS TO PLANT 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 52 DP1027034 EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 53 DP1027034 EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 54 DP1027034 RIGHT OF CARRIAGEWAY (LIMITED IN STRATUM) 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 55 DP1027034 EASEMENT TO DRAIN WATER (LIMITED IN STRATUM) 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 56 DP1027034 EASEMENT TO DRAIN WATER (LIMITED IN STRATUM) 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 57 DP1027034 RIGHT OF FOOTWAY (LIMITED IN STRATUM) 1.5 & 2.7 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 58 DP1027034 RIGHT OF FOOTWAY (LIMITED IN STRATUM) 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 59 DP1027034 RIGHT OF FOOTWAY (LIMITED IN STRATUM) 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 60 DP1027034 EASEMENT FOR SUPPORT (LIMITED IN STRATUM) 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 61 DP1027034 EASEMENT FOR ELECTRICITY PURPOSES OVER TEMPORARY LINE OF CABLE (APPROXIMATE POSITION) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 62 DP1027034 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 63 DP1027034 EASEMENT FOR BUILDING PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 64 SP65507 EASEMENT FOR PLANT ACCESS APPURTENANT TO THE LAND

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PAGE 5

## SECOND SCHEDULE (75 NOTIFICATIONS) (CONTINUED)

		ABOVE DESCRIBED
65	SP65507	EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
66	SP65507	RIGHT OF FOOTWAY 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
67	SP65507	EASEMENT FOR AIR SUPPLY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
68	SP65507	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
69	SP65507	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
70	SP68443	RIGHT OF FOOTWAY 1.1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
71	SP68443	RIGHT OF FOOTWAY 3, 4.7 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
72	SP68443	EASEMENT FOR USE OF LIFT 2.4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
73	SP68443	EASEMENT FOR USE OF MAIL ROOM VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
74	AN221717	INITIAL PERIOD EXPIRED
75	AQ133090	CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

## STRATA PLAN 65507

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- SP68831	2	- 148	3	- 46	4	- 48
5	- 56	6	- 100	7	- 118	8	- 63
9	- 127	10	- 47	11	- 49	12	- 77
13	- 102	14	- 124	15	- 66	16	- 80
17	- 49	18	- 53	19	- 77	20	- 110
21	- 133	22	- 72	23	- 85	24	- 80
25	- 96	26	- 59	27	- 113	28	- 136
29	- 75	30	- 87	31	- 82	32	- 102
33	- 60	34	- 117	35	- 142	36	- 78
37	- 89	38	- 84	39	- 104	40	- 61
41	- 124	42	- 149	43	- 88	44	- 86
45	- 106	46	- 62	47	- 437	48	- 359
49	- 59	50	- 88	51	- 69	52	- 57
53	- 49	54	- 46	55	- 119	56	- 68
57	- 87	58	- 114	59	- 77	60	- 49
61	- 47	62	- 71	63	- 67	64	- 90
65	- SP68831	66	- 77	67	- 59	68	- 49
69	- 75	70	- 71	71	- 95	72	- 119
73	- 57	74	- 96	75	- 80	76	- 82

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

## STRATA PLAN 65507

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
77	- 77	78	- 106	79	- 121	80	- 58
81	- 102	82	- 82	83	- 87	84	- 80
85	- 110	86	- 123	87	- 59	88	- 104
89	- 84	90	- 89	91	- 83	92	- 113
93	- 125	94	- 60	95	- 108	96	- 86
97	- 91	98	- 85	99	- 118	100	- 127
101	- 302	102	- 351				

## STRATA PLAN 68831

LOT	ENT	LOT	ENT
103	- 129	104	- 117

## NOTATIONS

NOTE: FOR GRANT &amp; MINERAL RESERVATIONS - SEE PRIOR TITLES

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 17 Sheets

SCHEDULE OF UNIT ENTITLEMENT

S.P.65507

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	129	27	113	53	49	79	121		
2	148	28	136	54	46	80	58		
3	46	29	75	55	119	81	102		
4	48	30	87	56	68	82	82		
5	56	31	82	57	87	83	87		
6	100	32	102	58	114	84	80		
7	118	33	60	59	77	85	110		
8	63	34	117	60	49	86	123		
9	127	35	142	61	47	87	59		
10	47	36	78	62	71	88	104		
11	49	37	89	63	67	89	84		
12	77	38	84	64	90	90	89		
13	102	39	104	65	117	91	83		
14	124	40	61	68	77	92	113		
15	66	41	124	67	59	93	125		
16	80	42	149	68	49	94	60		
17	49	43	88	69	75	95	108		
18	53	44	86	70	71	96	85		
19	77	45	106	71	95	97	91		
20	110	46	62	72	119	98	85		
21	133	47	437	73	57	99	118		
22	72	48	359	74	96	100	127		
23	85	49	59	75	80	101	302		
24	80	50	88	76	82	102	351		
25	96	51	69	77	77				
26	59	52	57	78	106				
AGGREGATE 10,000									

Reduction Ratio 1:

Lengths are in metres



Registered Surveyor

Authorised Person / Registered Surveyor / Licensed Professional

SURVEYOR'S REFERENCE: 37511 D Checklist

STRATA PLAN FORM 2

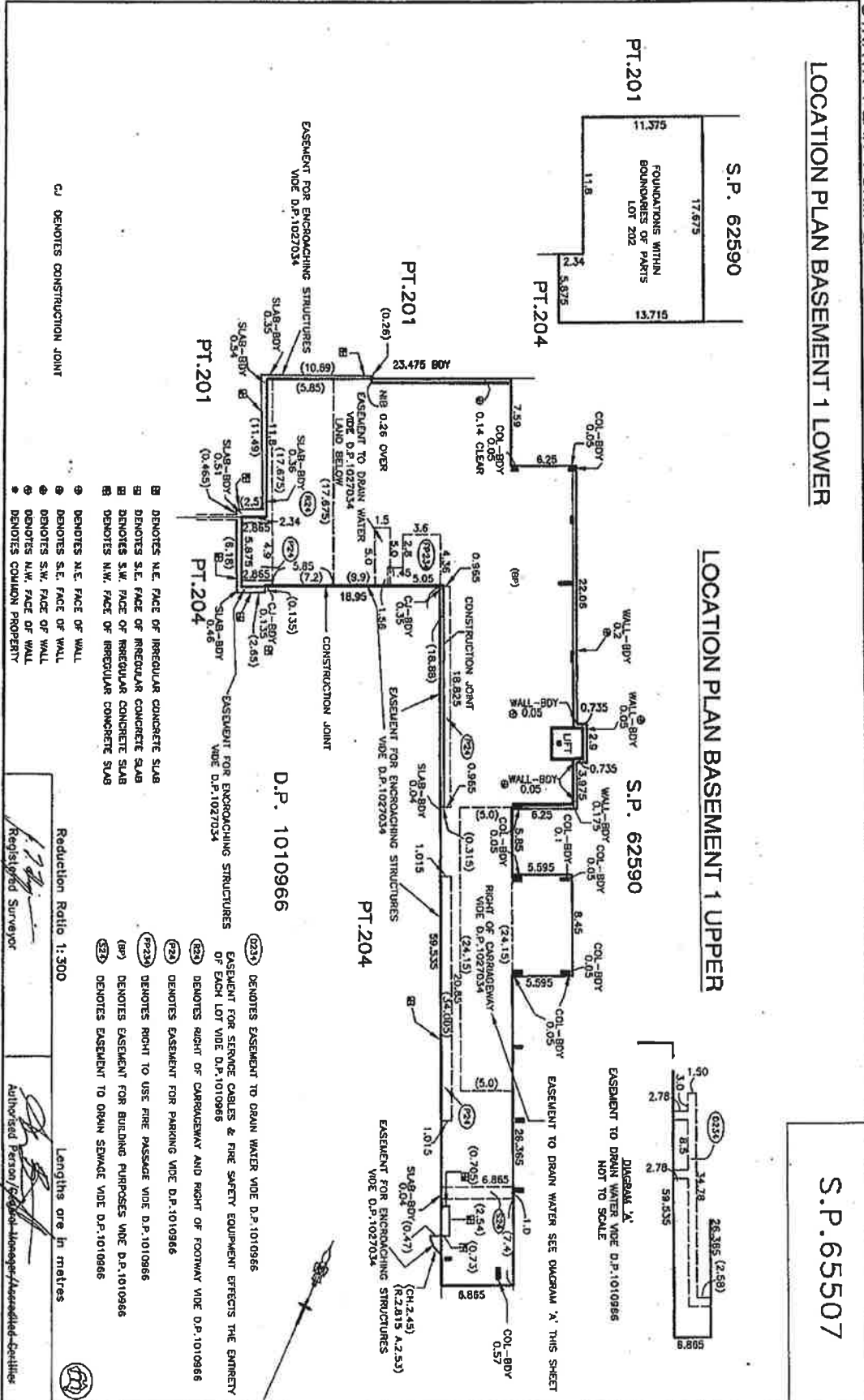
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 17 Sheets

LOCATION PLAN BASEMENT 1 LOWER

S.P.65507

LOCATION PLAN BASEMENT 1 UPPER



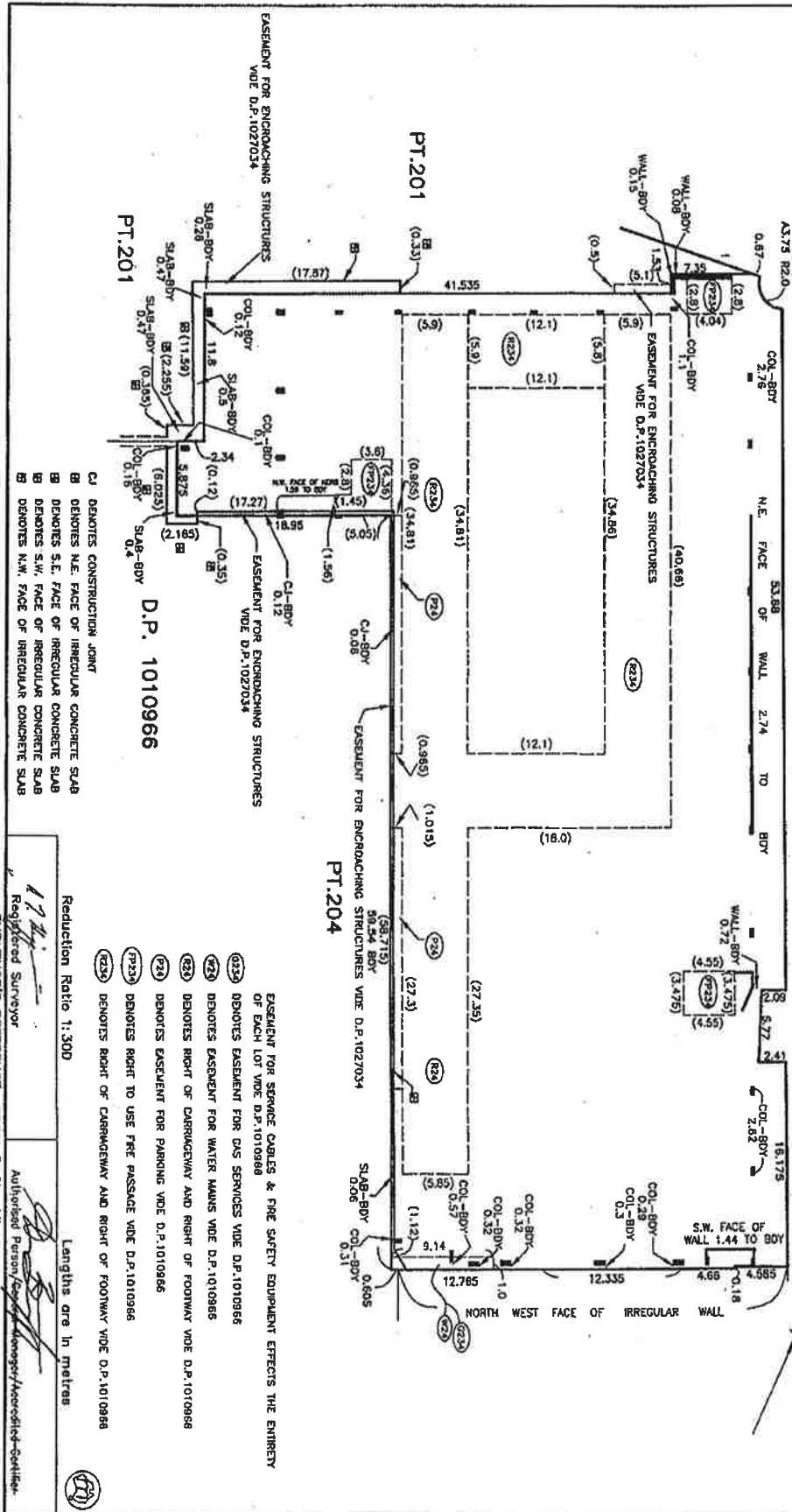
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 17 Sheets

LOCATION PLAN BASEMENT 2

S.P.65507

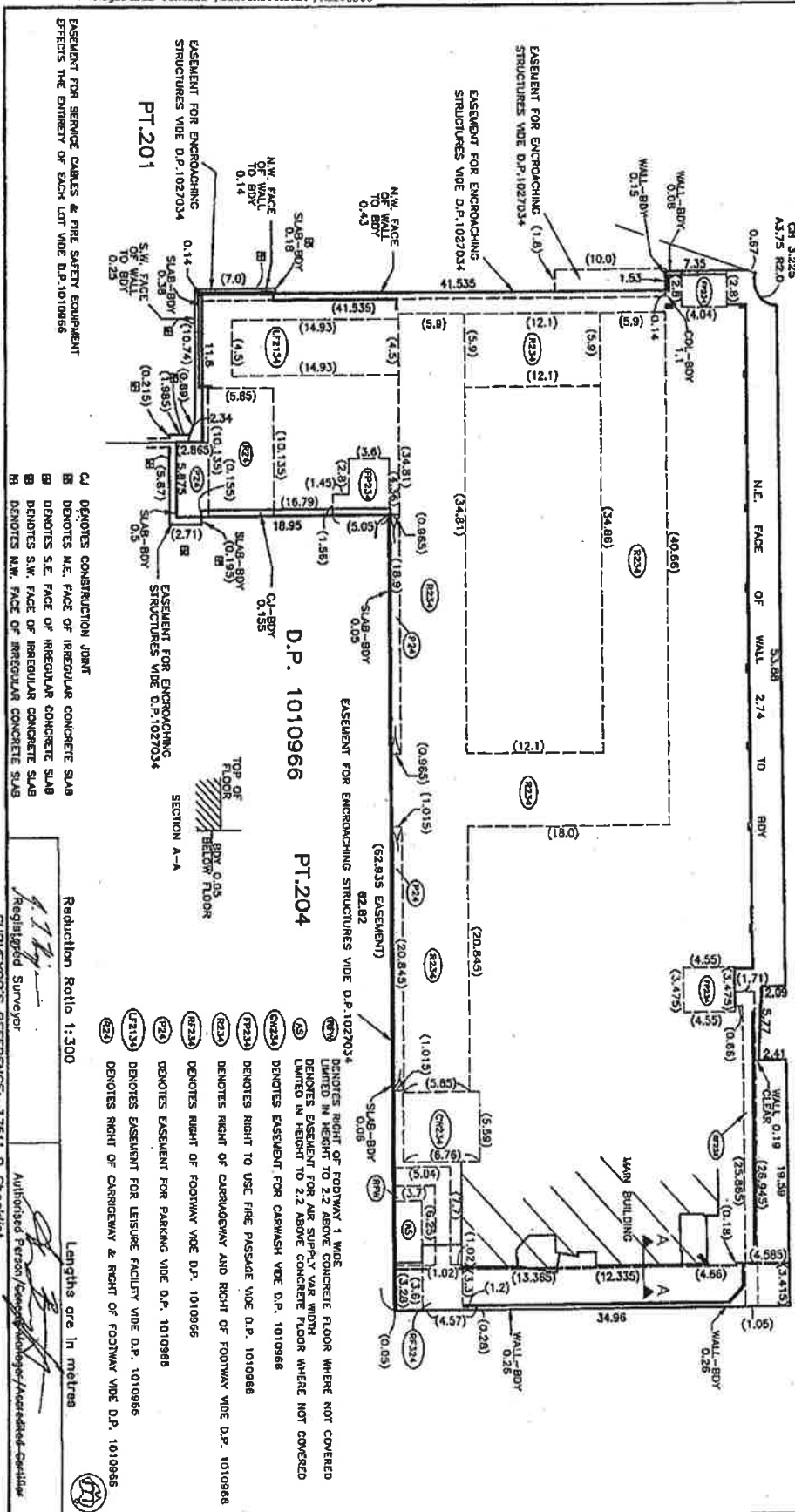


Reduction Ratio 1:300  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 37511 D Checklist



**LOCATION PLAN LEVEL 1**

S.P.65507



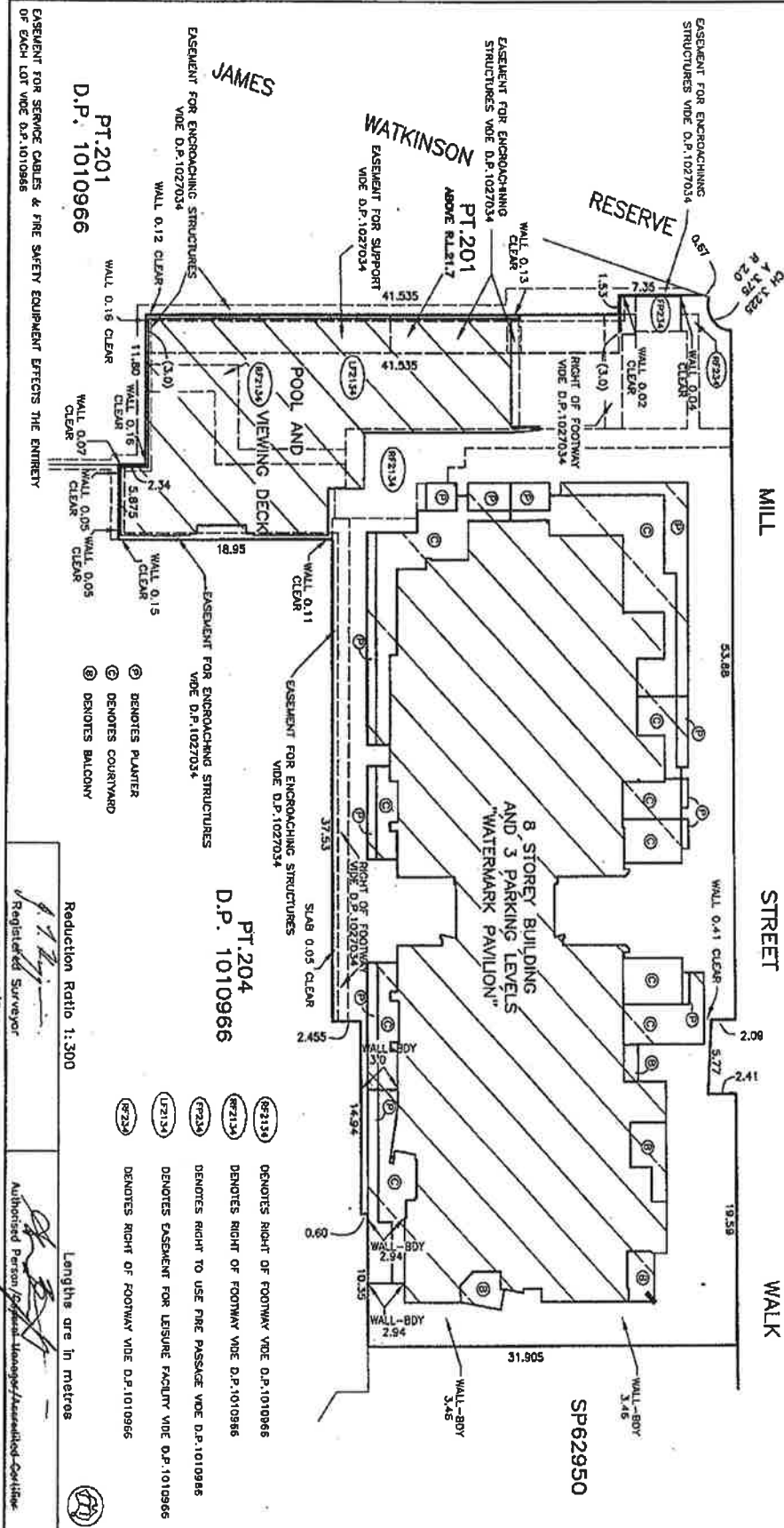
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 17 Sheets

LOCATION PLAN LEVEL 2  
 AND LAND ABOVE

S.P.65507



Reduction Ratio 1:300  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 37511 D Checklist  
 Authorised Person/Competent Manager/Assisted Draftsman



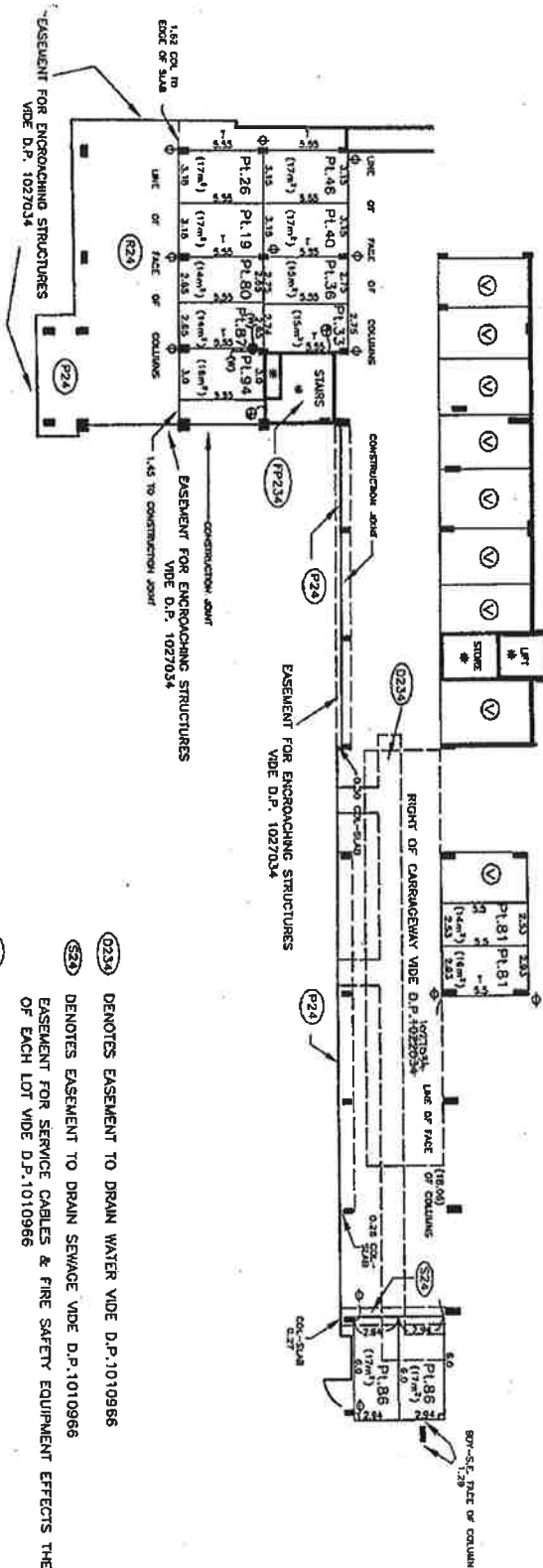
# STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 17 Sheets

## BASEMENT 1 UPPER

S.P.65507



- DENOTES DOWN PIPE
- \* DENOTES COMMON PROPERTY
- ⊙ DENOTES VISITOR PARKING - COMMON PROPERTY
- ⊕ DENOTES CENTRE OF COLUMN
- ⊖ DENOTES RIGHT ANGLE

- ⊙ DENOTES N.E. FACE OF WALL
- ⊙ DENOTES S.E. FACE OF WALL
- ⊙ DENOTES S.W. FACE OF WALL
- ⊙ DENOTES N.W. FACE OF WALL

- (D233) DENOTES EASEMENT TO DRAIN WATER VIDE D.P.1010966
- (S23) DENOTES EASEMENT TO DRAIN SEWAGE VIDE D.P.1010966
- (S23) EASEMENT FOR SERVICE CABLES & FIRE SAFETY EQUIPMENT EFFECTS THE ENTIRETY OF EACH LOT VIDE D.P.1010966
- (D24) DENOTES RIGHT OF CARRIAGEWAY AND RIGHT OF FOOTWAY VIDE D.P.1010966
- (P24) DENOTES EASEMENT FOR PARKING VIDE D.P.1010966
- (P234) DENOTES RIGHT TO USE FIRE PASSAGE VIDE D.P.1010966
- (W) DENOTES EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION)
- (T) DENOTES TOTAL LENGTH OF BOUNDARY INCLUDING COLUMN

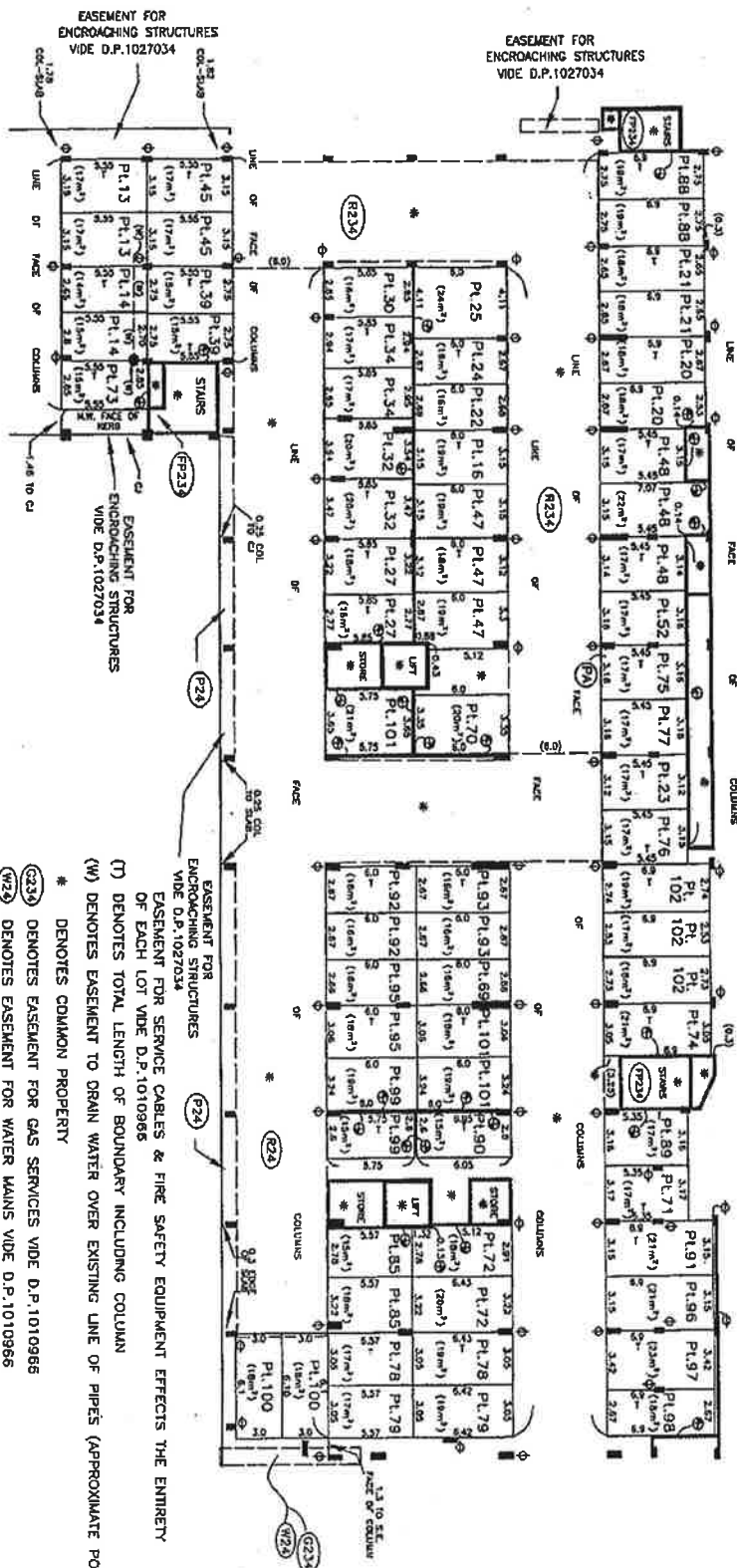
Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

Authorised Person Rep of Manager/Associated Entities

SURVEYOR'S REFERENCE: 37511 D Checklist



Authorized Person/Manager/Accredited Certifier

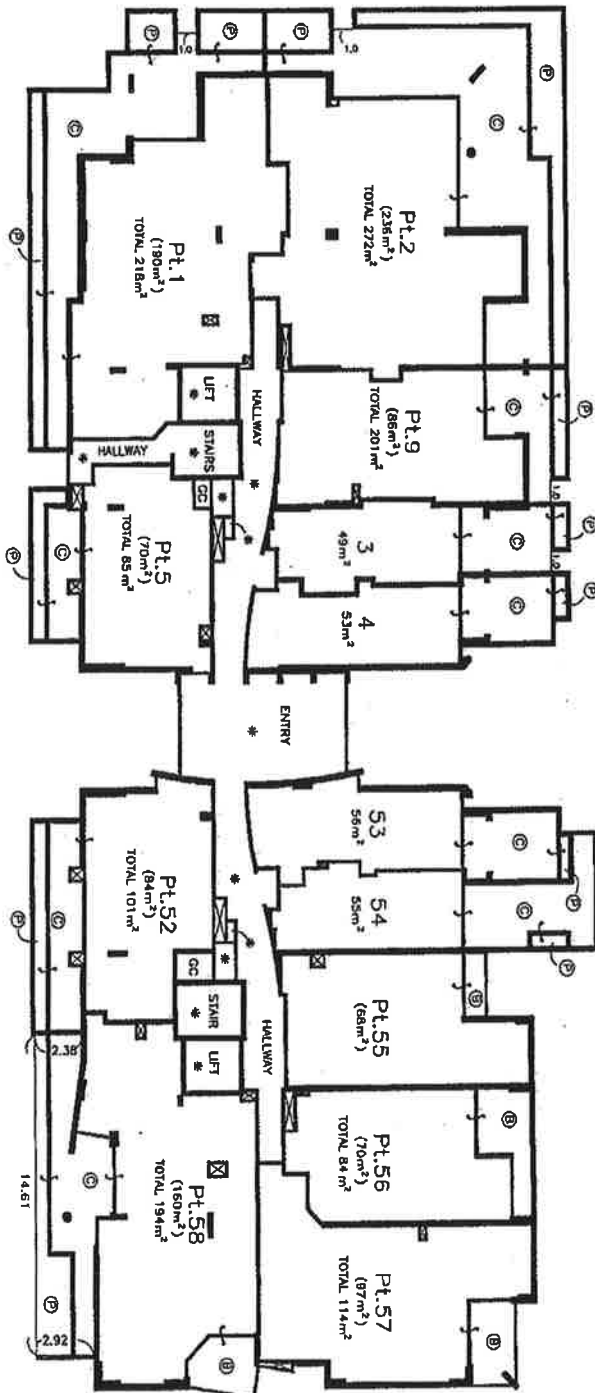
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 17 Sheets

LEVEL 2

S.P.65507



ALL AREAS ARE APPROXIMATE AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEDHOLD DEVELOPMENT) ACT 1973

AREAS INCLUDE COURTYARD AND BALCONY WHERE SHOWN

\* DENOTES COMMON PROPERTY

□ DENOTES DUCT OR VOID - COMMON PROPERTY

GC DENOTES GARBAGE CHUTE - COMMON PROPERTY

③ DENOTES COURTYARD LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

④ DENOTES BALCONY LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

⑤ DENOTES PLANTER LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: 37511 D Checklist

Authorised Person/Manager/Accessed-Confidential



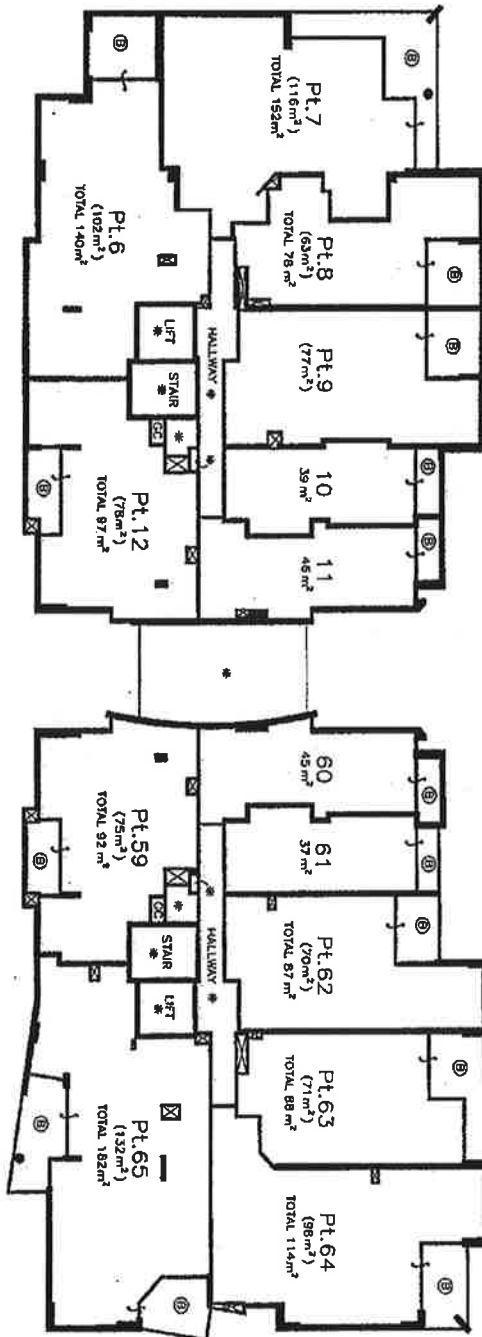
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 17 Sheets

LEVEL 3

S.P.65507



ALL AREAS ARE APPROXIMATE AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973

ⓑ DENOTES BALCONY LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

AREAS INCLUDE COURTYARD AND BALCONY WHERE SHOWN

\* DENOTES COMMON PROPERTY

□ DENOTES DUCT OR VOID - COMMON PROPERTY

⬜ DENOTES GARBAGE CHUTE - COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

Registrar/Surveyor

Authorised Person/Competent Manager/Registered Conveyancer

SURVEYOR'S REFERENCE: 37511 D Checklist



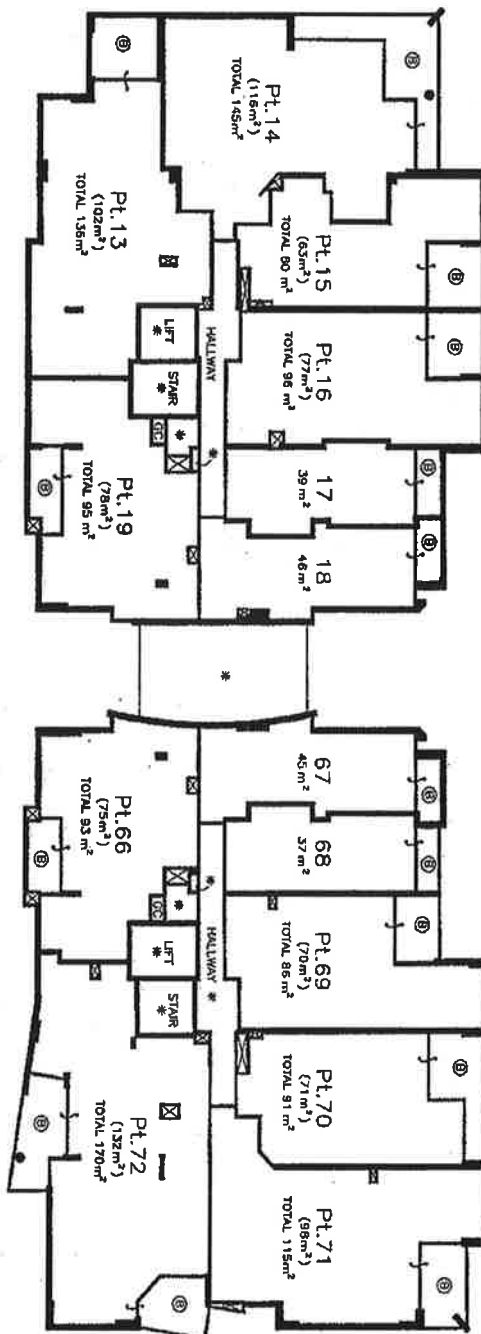
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 17 Sheets

LEVEL 4

S.P.65507



ALL AREAS ARE APPROXIMATE AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973.  
 AREAS INCLUDE COURTYARD AND BALCONY WHERE SHOWN  
 \* DENOTES COMMON PROPERTY  
 [X] DENOTES DUCT OR VOID - COMMON PROPERTY  
 DC DENOTES GARBAGE CHUTE - COMMON PROPERTY

Ⓑ DENOTES BALCONY LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres

4.1.111  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 37511 D Check/51  
 Authorised Person/Agent/Manager/Assessing Officer



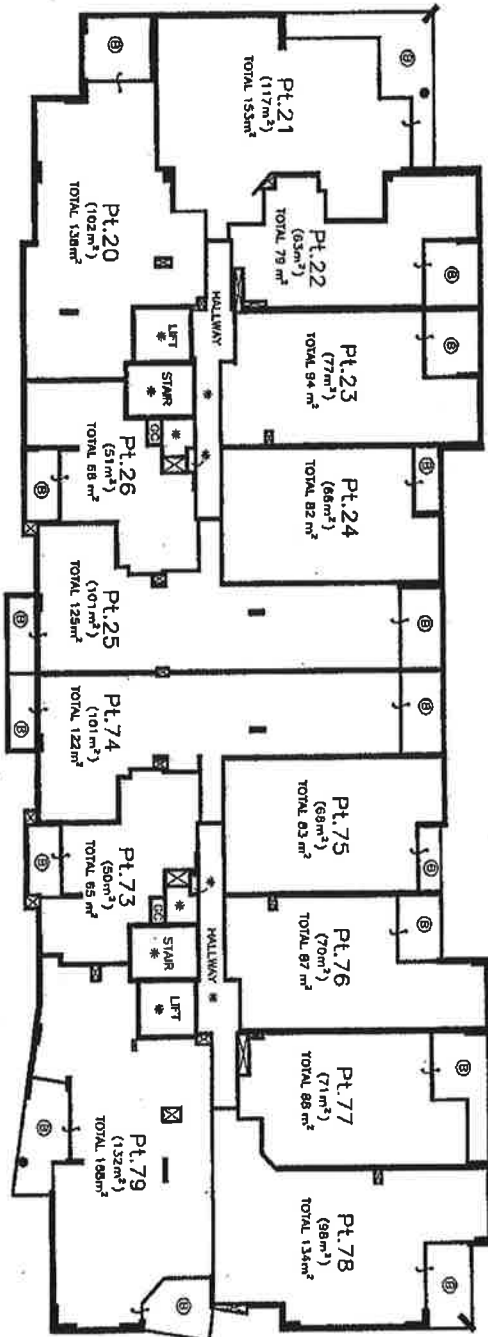
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 17 Sheets

LEVEL 5

S.P.65507



ALL AREAS ARE APPROXIMATE AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973

(B) DENOTES BALCONY LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

AREAS INCLUDE COURTYARD AND BALCONY WHERE SHOWN

\* DENOTES COMMON PROPERTY

CC DENOTES DUCT OR VOID - COMMON PROPERTY

CC DENOTES GARAGE CHUTE - COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

47/11/19  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 37511 D Checkist  
 Authorised Person/Seal/Signature/Associated-Content



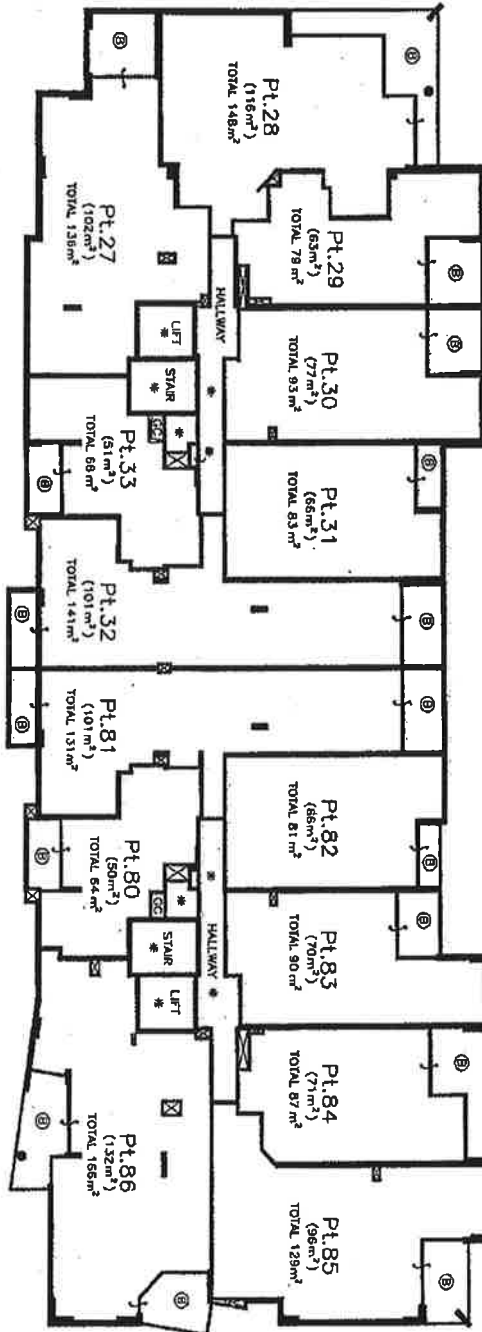
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 17 Sheets

LEVEL 6

S.P.65507



ALL AREAS ARE APPROXIMATE AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973  
 AREAS INCLUDE COURTYARD AND BALCONY WHERE SHOWN  
 \* DENOTES COMMON PROPERTY  
 [Symbol] DENOTES DUCT OR VOID - COMMON PROPERTY  
 CC DENOTES GARBAGE CHUTE - COMMON PROPERTY

ⓑ DENOTES BALCONY LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres

17.4.2019  
 Registered Surveyor

SURVEYOR'S REFERENCE: 37511 D Checklist

Authorised Person / Registered Manager / Accredited Certifier





Authorised Person/Company/Manager/Accredited Certifier

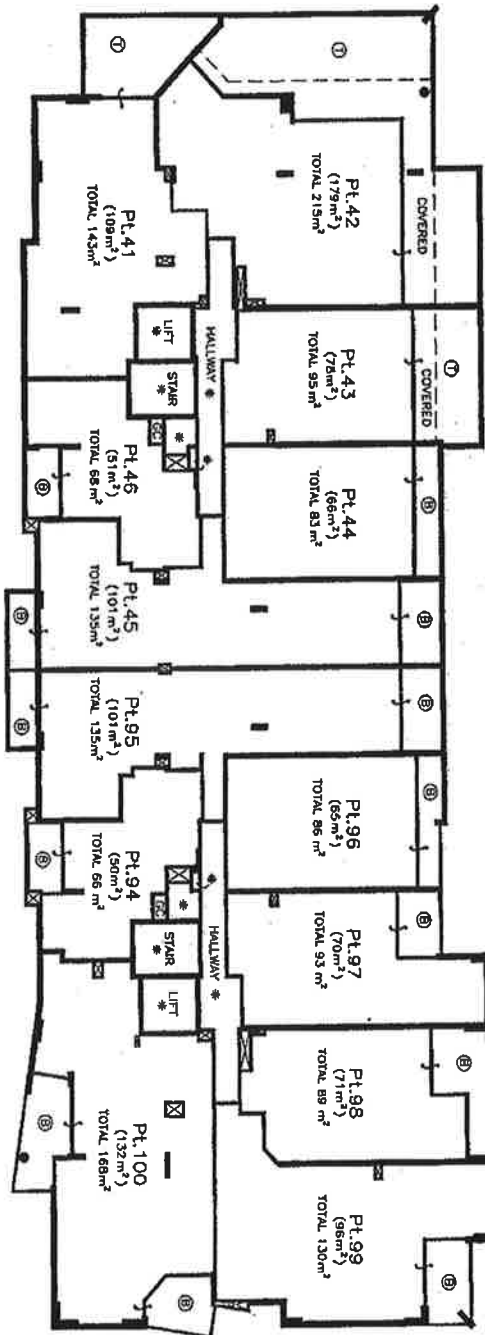
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 17 Sheets

LEVEL 8

S.P.65507



ALL AREAS ARE APPROXIMATE AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973  
 AREAS INCLUDE COURTYARD AND BALCONY WHERE SHOWN  
 \* DENOTES COMMON PROPERTY  
 [X] DENOTES DUCT OR VOID - COMMON PROPERTY  
 GC DENOTES GARBAGE CHUTE - COMMON PROPERTY

③ DENOTES BALCONY LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED  
 ① DENOTES TERRACE LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: 37511 D Checklist  
 Authorised Person/Correspondent/Manager/Accessed-Entity



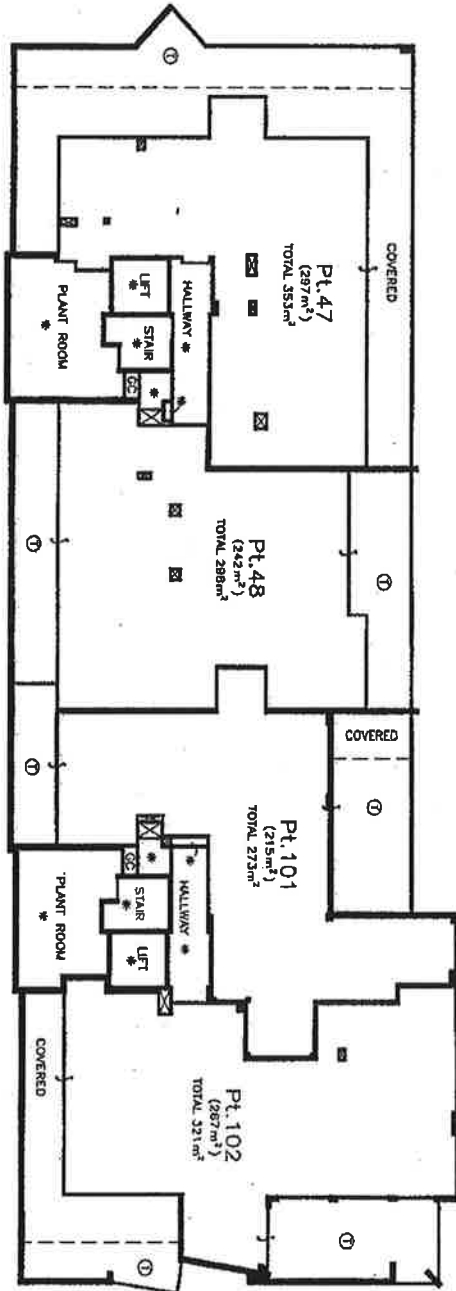
STRATA PLAN FORM -2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of 17 Sheets

LEVEL 9

S.P.65507



ALL AREAS ARE APPROXIMATE AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973  
 AREAS INCLUDE COURTYARD AND BALCONY WHERE SHOWN  
 \* DENOTES COMMON PROPERTY  
 DENOTES DUCT OR VOID - COMMON PROPERTY  
 GC DENOTES GARBAGE CHUTE - COMMON PROPERTY

① DENOTES TERRACE LIMITED IN HEIGHT TO 3.4 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Authorised Person/Registered Manager/Assessed-Geomatics

SURVEYOR'S REFERENCE: 37511 D Checklist



**WATERMARK PAVILION**

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

**SP65507**

Sheet 1 of 7 Sheets

Plan of Subdivision of lot 202 in DP 1010966

Full Name and Address of  
Proprietor of the Land

**Feltech Pty Ltd** ACN 073 541 947  
1st Floor, 1 York Street  
SYDNEY NSW 2000

Full Name and Address of  
Mortgagee of the Land

**Commonwealth Custodial Services Limited**  
Business Banking Sydney  
1<sup>st</sup> floor, 48 Martin Place  
SYDNEY NSW 2000

Full Name and Address of Second  
Mortgagee of the Land

**Sydney Harbour Foreshore Authority**  
Level 6, 66 Harrington Street  
THE ROCKS NSW 2000

**PART 1**

1. Identity of Easement Firstly referred to in abovementioned plan. Easement for Plant Access

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot 55  
Lot 75

**Lots benefited**

Lot CP  
Lot CP

2. Identity of Easement Secondly referred to in abovementioned plan. Easement to drain water over existing line of pipes (approximate position)

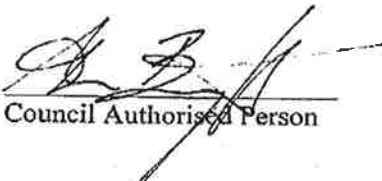
**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot 13  
Lot 14  
Lot 73  
Lot 87  
Lot 94  
Lot CP

**Lots benefited**

Lot 201/DP 1010966  
Lot 201/DP 1010966  
Lot 201/DP 1010966  
Lot 201/DP 1010966  
Lot 201/DP 1010966  
Lot 201/DP 1010966

  
Council Authorised Person

  
72751

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

Lengths are in Metres

Sheet 2 of 7 Sheets

Plan of Subdivision of lot 202 in DP 1010966

**SP65507**

3. Identity of Easement Thirdly referred to in abovementioned plan. Right of footway 1 wide

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot CP

**Lots benefited**

Lot 204/DP 1010966  
Lot CP/SP62950

4. Identity of Easement Fourthly referred to in abovementioned plan. Easement for air supply variable width

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot CP

**Lots benefited**

Lot 204/DP 1010966  
Lot CP/SP62950

5. Identity of Easement Fifthly referred to in abovementioned plan. Restriction on the use of land.

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

All Lots excluding Lots  
3,4,10,11,17,18,53,54,60,61,67,68

**Lots benefited**

Every other Lot including Lot CP

6. Identity of Easement Sixthly referred to in abovementioned plan. Restriction on the use of land

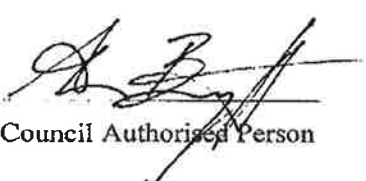
**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot CP

**Lots benefited**

Authority benefited: City of Sydney

  
Council Authorised Person

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

Lengths are in Metres

Sheet 3 of 7 Sheets

Plan of Subdivision of lot 202 in DP 1010966

**SP65507**

**PART 2**

**Definitions and Interpretation**

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

**Grantee** means every person who, at any time, is entitled to an estate or interest in possession of the Lot benefited but excluding a person with an estate or interest by virtue of a lease or licence.

**Grantor** means every person who, at any time, is entitled to an estate or interest in possession of the Lot burdened but excluding a person with an estate or interest by virtue of a lease or licence.

**Invitees** include visitors.

**Management Committee** means the committee constituted by the strata management statement registered with a Strata Scheme

**Strata Scheme** means the subdivision of a Lot by means of a strata scheme under the Act or by any means that replaces or is in addition to that means or any such replacement means.

**Strata Scheme A** means the Strata Scheme created by SP 62950.


**Strata Scheme B** means a Strata Scheme in respect of Lot 202.

**Strata Scheme C** means a Strata Scheme in respect of Lot 204.

**Strata Scheme D** means a Strata Scheme in respect of Lot 201.

**1. Terms of easement Firstly referred to in abovementioned plan.**

- (a) The Grantee, Authorised Users and Invitees may:

  
Council Authorised Person

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

Lengths are in Metres

Sheet 4 of 7 Sheets

Plan of Subdivision of lot 202 in DP 1010966

**SP65507**

- (i) by any reasonable means pass across each Lot burdened, but only within the site of this easement, to get to or from the Lot benefited, and
- (ii) do anything reasonably necessary for that purpose, including:
  - (1) entering the Lot burdened, and
  - (2) taking anything on to the Lot burdened, and
  - (3) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- (b) In exercising those powers, the Grantee must:
  - (i) ensure all work is done properly, and
  - (ii) cause as little inconvenience as is practicable to the Grantor, and
  - (iii) cause as little damage as is practicable to the Lot burdened and any improvement on it, and
  - (iv) restore the lot burdened as nearly as is practicable to its former condition, and
  - (v) make good any collateral damage.
- (c) These terms of easement will not affect the right of the Grantor to use the Lot Burdened for parking of vehicles.

**2. Terms of easement secondly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee the right to drain water through any line of water pipes within the site of this easement.
- (b) The Grantor covenants to keep the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and to replace, repair, alter or renew the whole or parts of the line of pipes (where necessary).

  
Council Authorised Person

  
72751

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

Lengths are in Metres

Sheet 5 of 7 Sheets

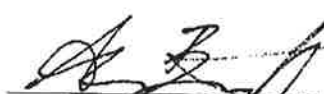
Plan of Subdivision of lot 202 in DP 1010966

**SP65507**

- (c) The Grantee must contribute towards the costs of keeping the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the line of pipes (where necessary).
- (d) The costs referred to in paragraph (c) will be determined by the Management Committee and are to be borne as follows:
  - (i) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme D, by the owners corporation of Strata Scheme B; and
  - (ii) after the registration at the Land Titles Office of Strata Scheme D in the following proportions:
    - (1) by the owners corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes B and D; and
    - (2) by the owners corporation of Strata Scheme D in the proportion that the gross floor area of Strata Scheme D bears to the total gross floor area of Strata Schemes B and D;

**3. Terms of easement thirdly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot at all times from the Lot benefited through the site of this easement.
- (b) The Grantor covenants to keep the site of this easement as well as any plant and equipment used within the site of this easement, including security gates and intercoms, clean and in good repair and maintenance, and must replace plant and equipment (where necessary) as well as keep the site of this easement well lit.
- (c) The Grantee must contribute towards the costs of keeping the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the easement (where necessary).

  
Council Authorised Person





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

Lengths are in Metres

Sheet 6 of 7 Sheets

Plan of Subdivision of lot 202 in DP 1010966

**SP65507**

- (d) The costs referred to in paragraph (c) will be determined by the Management Committee and are to borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C, by the owners corporation of Strata Scheme B
  - (ii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the owners corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes B and C;
    - (2) by the owners corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes B and C;
4. **Terms of easement fourthly referred to in abovementioned plan**
- (a) The Grantor grants to the Grantee the right for uninterrupted supply of air from the Lot burdened to the Lot benefited for pressurisation purposes within the site of the easement;
  - (b) The Grantor covenants to keep the site of this easement clean and free from obstruction, in good repair and maintenance (where necessary).
5. **Terms of Restriction fifthly referred to in abovementioned plan**
- The on-site car parking spaces are not to be used by those other than an occupant, tenant, lessee or resident of a unit in the subject building. Any occupant, tenant, lessee or registered proprietor of any of the Lots burdened or part thereof shall not enter into an agreement to lease, licence or transfer ownership of any car parking spaces to those other than an occupant, tenant, lessee or resident of a unit in the subject building.
6. **Terms of Restriction sixthly referred to in abovementioned plan**
- No part of the common property, apart from the designated visitor car spaces which are to be used only for the purpose of parking vehicles of visitors to the building is to be used for parking or storage of vehicles or boats, and the owners corporation

  
Council Authorised Person

  
72751

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

Lengths are in Metres

Sheet 7 of 7 Sheets

Plan of Subdivision of lot 202 in DP 1010966

**SP65507**

must not grant or permit to be granted any lease, licence, sub-lease or exclusive use rights, or otherwise part with possession of any part of the common property, including the visitor car spaces, for the purpose of parking or storage of vehicles or boats.

Name of authority having the power to release, vary or modify the restrictions fifthly and sixthly referred to in the abovementioned plan:

City of Sydney.

The common seal of **FELTECH PTY LIMITED** A.C.N. 073 541 947 was hereunto affixed in accordance with its Articles of Association in the presence of:

Secretary

Director

Signed on behalf of **COMMONWEALTH CUSTODIAL SERVICES LIMITED** by its Attorney in the presence of:

Signature of Attorney

Witness

SONJA POPOVSKA - ALEKSANDOROVA Print Name

Print Name

Signed by T.C. MARTIN for and on behalf of **SYDNEY HARBOUR FORESHORE AUTHORITY** under delegated authority and without assuming personal liability and I hereby certify that I have no notice of the revocation of such delegation:

Signature of Delegate

Witness

G. W. WHITE

Print Name

Council Authorised Person

REGISTERED 19.6.2001.

SP65507

**WATERMARK PAVILION**

**Approved Form 28**

*Strata Schemes (Freehold Development) Act 1973*

Ss28R-28W

**Strata Management Statement**

**I. DEFINITIONS AND INTERPRETATION**

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

**Alternate** means the person appointed by a Representative to represent him/her on the Management Committee in the Representative's absence.

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

**Authority includes:**

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the storage or removal of waste from premises.

**Building** means the improvements that are:

- (a) part of a Strata Scheme; and
- (b) lots in the Strata Scheme.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in Sydney.

**Expert** means a person with qualifications or experience in the relevant area nominated by the Strata Schemes Board.

**Grantee** means every person who, at any time, is entitled to an estate or interest in possession of the Lot benefited but excluding a person with an estate or interest by virtue of a lease or licence.

**Grantor** means every person who, at any time, is entitled to an estate or interest in possession of the Lot burdened but excluding a person with an estate or interest by virtue of a lease or licence.

**Insurances** means the policies of insurance to be maintained by the Management Committee to comply with the Act.

**Invitees** include visitors.

**Leisure Facilities** means the swimming pool, gymnasium and associated facilities constructed on Lot 202/DP1010966.

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**Lot** means any of Lots 201, 202, 203 and 204 in DP 1010966.

**Management Committee** means the committee constituted by this Instrument.

**Management Statement** means this set of rules and the Registered Instrument that read together, regulate the management and operation of the Watermark Development.

**Member** means a member of the Management Committee and **Members** means all of them.

**Owners Corporation**, in relation to a Strata Scheme, means the owners corporation of that Strata Scheme.

**Registered Instrument** means the S88B Instrument registered with DP 1010966.

**Representative** means the person appointed by a Member to represent it on the Management Committee.

**Rules and Regulations** means such rules and regulations prescribed at any time and from time to time by the Management Committee or by an Owners Corporation.

**Shared Facilities** means a building manager, a building manager's office, gardens, pipes, ducts, wiring and essential services or facilities used in conjunction with any services or facilities shared by two or more of the Lots.

**Strata Scheme** means the subdivision of a Lot by means of a strata scheme under the Strata Schemes (Freehold Development) Act 1973 or by any means that replaces or is in addition to that means or any such replacement means.

**Strata Scheme A** means Strata Scheme 62950.

**Strata Scheme B** means a Strata Scheme in respect of Lot 202.

**Strata Scheme C** means a Strata Scheme in respect of Lot 204.

**Strata Scheme D** means a Strata Scheme in respect of Lot 201.

**Watermark Development** is the structures erected on any of the Lots and the Strata Schemes created by the subdivision of any of the Lots.

## **II. COMPLIANCE WITH THE MANAGEMENT STATEMENT**

### **2.1 Effect of the Management Statement**

This statement has effect as an agreement under seal.

### **2.2 Who must comply with this Management Statement**

You must comply with this Management Statement if you are:

- (a) the Owners Corporation of any of Strata Scheme A, Strata Scheme B, Strata Scheme C and Strata Scheme D;
- (b) a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and

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- (c) any other person in whom the fee simple of any part of the Building or its site (being a part affected by this statement) is vested for the time being, or the mortgagee in possession or lessee of any such part.

### 2.3 The Members' Obligations

The Members must:

- (a) promptly comply with their obligations under this Management Statement and the Act;
- (b) promptly pay the contributions for the leisure Facilities and Shared Facilities and other amounts which they owe under this Management Statement in the manner set out in paragraph 2.4;
- (c) comply with the terms of any easements;
- (d) make sure the Management Committee is properly constituted; and
- (e) promptly assist, co-operate, give consent to and/or execute such documentation as may reasonably be required by an Authority or the registered proprietor for the time being of a Lot which has not been strata subdivided, to enable the completion of the development of all Lots and the registration of each Strata Scheme for those Lots including, without limitation, the granting of any access, consent, easements, rights of way or restrictions on use.

### 2.4 Calculation of contributions

Each Owners Corporation must contribute towards the costs of the Leisure Facilities and Shared Facilities in the following proportions:

- (a) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
- (b) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
  - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
  - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B.
- (c) after the registration at the Land Titles Office of Strata Scheme C and until the registration of Strata Scheme D, in the following proportions:
  - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;

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- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.
- (d) after the registration at the Land Titles Office of Strata Scheme D in the following proportions:
  - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B, C and D;
  - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B, C and D;
  - (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B, C and D;
  - (4) by the Owners Corporation of Strata Scheme D in the proportion that the gross floor area of Strata Scheme D bears to the total gross floor area of Strata Schemes A, B, C and D;

### III. MANAGEMENT COMMITTEE

#### **3.1. Composition**

The membership of the Management Committee is:

- (a) the registered proprietor for the time being of a Lot which has not been strata subdivided; and
- (b) on and from the date on which a Strata Scheme is registered in respect of Lot 203, the Owners Corporation of that Strata Scheme; and
- (c) on and from the date on which a Strata Scheme is registered in respect of Lot 202, the Owners Corporation of that Strata Scheme; and
- (d) on and from the date on which a Strata Scheme is registered in respect of Lot 204, the Owners Corporation of that Strata Scheme; and
- (e) on and from the date on which a Strata Scheme is registered in respect of Lot 201, the Owners Corporation of that Strata Scheme.

#### **3.2. Functions**

The functions of the Management Committee are:

- (a) from time to time, to prescribe, amend and repeal Rules and Regulations relating to the use of the Leisure Facilities and the Shared Facilities;

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- (b) to make arrangements for the operation, management, repair, maintenance, renewal, replacement and/or improvement of the Leisure Facilities and the Shared Facilities from time to time and the appointment or replacement of a building manager;
- (c) to undertake such other functions as a Member may request it to undertake from time to time and which it agrees to undertake;
- (d) to effect and maintain the Insurances;
- (e) to determine, levy and recover contributions for the administrative fund and the capital works fund, maintain appropriate bank accounts and to make payments from those accounts; and
- (f) to arrange, complete and/or execute all necessary consents or documentation to ensure compliance with the Members obligations in paragraph 2.3.

### 3.3 Voting Rights of Members

Upon becoming a Member of the Management Committee, the Members shall have the following voting rights:

- (a) the registered proprietor for the time being of a Lot which has not been strata subdivided shall have 3 votes;
- (b) the Owners Corporation of Strata Scheme A shall have 1 vote;
- (c) the Owners Corporation of Strata Scheme B shall have 2 votes;
- (d) the Owners Corporation of Strata Scheme C shall have 1 vote; and
- (e) the Owners Corporation of Strata Scheme D shall have 1 vote.

## IV. REPRESENTATION

- 4.1 A Member of the Management Committee must appoint 1 person to represent it on the Management Committee and may revoke any such appointment.
- 4.2 A Representative appointed by a Member may at any time appoint a person as his Alternate and revoke any such appointment.
- 4.3 Each Member making an appointment or revocation under paragraphs 4.1 or 4.2 must give notice of such appointment or revocation to every other Member immediately upon the appointment or revocation.
- 4.4 An Alternate is entitled to notice of meetings of the Management Committee after notice of the appointment of the Alternate has been given and until notice of revocation of the appointment has been given. An Alternate may attend and vote at a meeting of the Management Committee on behalf of the Representative appointing that Alternate, but only if the Representative appointing that Alternate does not attend that meeting.

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**V. MEETINGS OF THE MANAGEMENT COMMITTEE**

**5.1 Who may convene a meeting**

A Representative of a Member of the Management Committee may convene a meeting of the Management Committee.

**5.2 Notice of meetings**

A person convening a meeting of the Management Committee must give at least 5 Business Days' notice of the meeting or such shorter notice as all the Representatives may agree.

**5.3 Notice of business**

A person convening a meeting of the Management Committee must provide all the Representatives with a list of the matters to be discussed at the meeting at least 5 Business Days' before the meeting or such shorter notice as all the Representatives may agree.

**5.4 Quorum**

A quorum for a meeting of the Management Committee is one Representative or Alternate appointed by each Member.

**5.5 Quorum not present**

If a quorum is not present within 30 minutes of the time appointed for a meeting of the Management Committee, the meeting is adjourned to the same place and time 5 Business Days later.

**5.6 Manager may be present**

If there is a manager of a Strata Scheme, such manager may attend a meeting of the Management Committee at the request of the Management Committee.

**5.7 Proceedings**

Subject to this Instrument, the Representatives may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

**5.8 Vote**

(a) All decisions of the Management Committee must be supported by a 66% majority of those Representatives who have the right to vote.

(b) The Representative who is the chairman of a meeting does not have a casting vote.

**5.9 Signed resolutions**

If all Members or all Representatives sign a statement purporting to be a decision of the Management Committee the decision shall be deemed to have been made at a meeting of the Management Committee held on the day and at the time when the statement was last signed.

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**5.10 Minutes**

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The Management Committee must keep minutes of its meetings. A copy of the minutes of a meeting of the Management Committee must be sent to all Representatives as soon as is reasonably possible after the conclusion of the Meeting.

**VI. ADMINISTRATIVE PROVISIONS**

**6.1 Amendments to Management Statement**

The Management Statement may only be amended if it is:

- (a) supported by a special resolution of the Owners Corporation of each Strata Scheme which is a Member of the Management Committee; or
- (b) ordered under the Act or any other act; or
- (c) consequential on the revocation or modification, under section 103 of the *Environmental Planning and Assessment Act 1979*, of a development consent.

**6.2 Dispute Resolution**

If any disagreement arises in connection with this Management Statement or any functions of the Management Committee, then any of the Members may refer the disagreement to an Expert for determination and the following provisions shall apply:

- (a) The Expert acts as an expert and not as an arbitrator.
- (b) The Expert's decision will be final and binding on the Management Committee.
- (c) The costs of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party, then by the Management Committee.

**6.3 Service of Notices on the Management Committee**

A notice may be served on the Management Committee at:

Body Corporate Services  
Lower Ground Level  
323 Castlereagh Street  
SYDNEY NSW 2000

Fax: (02) 9212 6269

Tel: (02) 9212 6666

**6.4 Affirmation**

This Management Statement is the same as the Watermark Tower management statement registered against Folio Identifier CP/SP62950.

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**TABLE OF SHARED FACILITIES AND LEISURE FACILITIES**

**SHARED FACILITIES**

Carpark including lighting, ventilation, car wash, entry, entry gates, security controls, and intercom

Main garbage Room

Telephone Main Distribution Frame

Gas Meter Room

Sprinkler Pump Room

Sprinkler Valve Room

Building Manager and Building Managers Room

Such other shared facilities or associated activities as the Management Committee may determine from time to time

**LEISURE FACILITIES**

Swimming Pool and associated facilities on Lot 202

Gymnasium and associated facilities on Lot 202

Such other leisure facilities and associated activities as the Management Committee may determine from time to time

**SIGNATURES, CONSENTS AND APPROVALS**

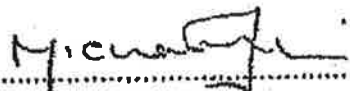
DATED 13 day of JUNE 2001

Executed by FELTECH PTY LIMITED  
by authority of the Board of Directors  
in the presence of:

  
Director/Secretary

  
Print Name



  
Director

M.S.N. AUSTIN  
Print Name

**CERTIFICATE OF APPROVAL**  
Not Applicable

REGISTERED  19.6.2001.

WATERMARK PAVILION, PYRMONT

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BY-LAWS

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**I Definitions**

**1.1 In these by-laws:**

**Act** means the Strata Schemes Management Act 1996.

**Building** means the building constructed on the land described as 24 Point Street, Pyrmont.

**Building Manager** is the party appointed pursuant to by-law 19 (if any).

**Child** means a person under the age of sixteen (16) years and **Children** has a corresponding meaning.

**Common Property** is:

- (a) common property in the Scheme; and
- (b) the Owner's Corporation's personal property.

**Leisure Facilities** are the swimming pool and the gymnasium located on the Common Property and includes (but is not limited to) all gymnasium equipment, the equipment used to operate and maintain the swimming pool, the swimming pool furniture, the change rooms and bathroom adjacent to the swimming pool and the Common Property immediately surrounding the swimming pool.

**Lot** is a lot in the Scheme

**Management Committee** is the committee formed pursuant to Strata Management Statement to manage Shared Facilities and services, comprising of one representative from each strata scheme with a right to use the Shared Facilities and services.

**Occupier** is an occupier or lessee of a Lot.

**Owner** is:

- (a) the owner for the time being of a Lot;
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots;
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) unless a by-law states otherwise, the mortgagee in possession of a Lot.

**Owners Corporation** is the owners corporation for the Scheme.

**Scheme** is the strata scheme created on registration of the strata plan accompanying these by-laws.

**Shared Facilities and services** includes (but is not limited to) a building manager's office, car park and Leisure Facilities.

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Strata Management Statement means the document so entitled registered against the Common Property governing responsibilities and liabilities of the Owners Corporation and establishing the Management Committee.

**2 Behaviour of Owners, Occupiers and invitees**

**2.1 An Owner or Occupier of a Lot must not:**

- 2.1.1 create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property;
- 2.1.2 use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property;
- 2.1.3 obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis; and
- 2.1.4 permit any Child in his or her care to:
  - (a) play or otherwise obstruct the hallways, lifts, stairs or other access corridors on Common Property; or
  - (b) be in any area of Common Property that may be dangerous to Children, including the car parking area, plant room or Leisure Facilities, unless they are in the immediate presence of an adult exercising effective control over them.

**2.2 An Owner or Occupier of a Lot must:**

- 2.2.1 be adequately clothed when on Common Property; and
- 2.2.2 take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

**2.3 If a Lot is the subject of a lease or is occupied by any person other than the Owner, then the Owner of that Lot must provide a copy of these by-laws to the Occupier and must take all reasonable steps to ensure that the Occupier complies with these by-laws.**

**3 Parking on Common Property**

- 3.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- 3.2 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle in any parking space designated for use by visitors. An owner or occupier of a lot must not undertake or permit to be undertaken repairs maintenance or servicing of any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.

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- 3.3 The Owners Corporation must not otherwise unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

4 **Damage to Common Property**

- 4.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the written approval of the Owners Corporation.
- 4.2 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
- 4.3 This by-law does not prevent an Owner or person authorised by an Owner from installing:
- 4.3.1 any locking or safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or
  - 4.3.2 any screen or other device to prevent entry of animals or insects on the Lot; or
  - 4.3.3 any structure or device to prevent harm to children; or
  - 4.3.4 any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- 4.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 4.5 Despite section 62 of the Act, the Owner of a Lot must:
- 4.5.1 maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 4.3 that forms part of the Common Property and that services the Lot; and
  - 4.5.2 repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 4.3 that forms part of the Common Property and that services the Lot.

5 **Damage to landscaped areas on Common Property**

- 5.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:
- 5.1.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
  - 5.1.2 use any portion of the Common Property for his or her own purposes as a garden.

6 **Garbage Disposal**

- 6.1 The Scheme has shared receptacles for garbage, recyclable material and waste. An Owner or Occupier of a Lot must:



- 6.1.1 ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- 6.1.2 promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 6.2 This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 6.3 An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation otherwise than where indicated.

**7 Appearance of Lot**

- 7.1 The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot including window coverings that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- 7.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 8.

**8 Drying of laundry items**

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot, including the balcony, in such a way as to detract from the visible amenity of the Building.

**9 Cleaning window and doors**

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- 9.1 the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- 9.2 that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

**10 Floor coverings**

10.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

10.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

*[Handwritten signature]*

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**11 Keeping of animals**

- 11.1 Subject to section 49 (4) of the Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except fish kept in a secure aquarium) on the Lot or the Common Property.
- 11.2 Any approval of the Owners Corporation pursuant to this by-law may be on such terms or conditions as the Owners Corporation may reasonably require, including the keeping of animals on leads while on Common Property.

**12 Moving furniture and other objects on or through Common Property**

- 12.1 An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through or over Common Property within the Building unless an appointment has first been made with the Building Manager, or if a Building Manager has not been appointed then with the executive committee, so that the Building Manager or the executive committee may arrange for its nominee to be present at the time when the Owner or Occupier does so.
- 12.2 The Owners Corporation may resolve the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in the Building or not).
- 12.3 If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution.

**13 Air Conditioning units**

- 13.1 The Owners Corporation must repair and maintain the air conditioning plant located in the Common Property.
- 13.2 Each Owner or Occupier of a Lot must repair, maintain, clean and service the air conditioning package unit located in that Lot whenever required, but at intervals of not more than once each year.
- 13.3 In the event that an Owner or Occupier of a Lot is unable or unwilling to properly repair, maintain, clean and service the air conditioning package unit for that Lot, then the Owners Corporation may arrange for the repair, maintenance, cleaning and service at that Lot Owner's cost, and the Owner or Occupier must allow reasonable access to the Lot for such purpose.

**14 Storage of inflammable liquids and other substances and materials**

- 14.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 14.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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15 Security and preservation of fire safety

- 15.1 The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Building or to reduce the level of fire safety in the Lot, the Building or Common Property.
- 15.2 The Owners Corporation must take all reasonable steps to preserve the safety of all Lots and the Common Property in the Scheme from fire or other hazard and to ensure the security of all Lots and Common Property from trespassers and if it considers it necessary or desirable may:
  - 15.2.1 restrict access to any part of the Common Property by means of security key or other security device;
  - 15.2.2 create an exclusive use right over any part of the Common Property for security surveillance purposes either solely or in conjunction with security surveillance for any other part of the Scheme;
  - 15.2.3 make rules relating to the security of all Lots and the Common Property from trespassers, fire or other hazard;
  - 15.2.4 install and operate security cameras and other surveillance equipment; and
  - 15.2.5 make arrangements with third parties for the installation and operation of security and fire prevention equipment.
- 15.3 If the Owners Corporation restricts the access of the Owner or Occupier of a Lot under these by-laws, the Owners Corporation shall make available to the appropriate parties on its own conditions security keys or other access devices as necessary.
- 15.4 The Owner or Occupier of a Lot must take all reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device to that Owner or Occupier.

16 Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

17 Use of Lots

- 17.1 An Owner of a Lot must be the Occupier of the Lot unless it is occupied by a tenant under a residential lease from the Owner under the *Residential Tenancy Act 1987*.
- 17.2 It is a requirement of the development consent for the Scheme that the Owners Corporation must forward a certificate to Sydney City Council within six months of the first annual general meeting and every twelve months thereafter, certifying that all Lots in the Scheme approved by Sydney City Council for residential development are either owner occupied or are occupied subject to residential leases under the *Residential Tenancy Act 1987*.
- 17.3 Subject to the provisions of this by-law, an Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may





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affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

**18 Use of Leisure Facilities**

- 18.1 Subject to the limitation set out in 18.2, the Management Committee has the power to grant persons who are not Owners or Occupiers of a Lot in the Scheme the right to use the Leisure Facilities, subject to such users agreeing to contribute toward the cost of operating, managing, repairing, maintaining, replacing and improving the Leisure Facilities.
- 18.2 The Leisure Facilities may be used by the Owners of Lots within the Scheme, and by the invitees of Owners of Lots within the Scheme in common with others who are authorised to use the Leisure Facilities. Provided that if a Lot is occupied by a tenant under a residential lease from the Owner under the *Residential Tenancy Act 1987*, then the Occupier of that Lot and the invitees of the Occupier of that Lot may use the Leisure Facilities in place of the Owner of the Lot and the invitees of the Owner of that Lot. An Owner or Occupier must accompany their invitees when they use the Leisure Facilities. If it is deemed necessary for the safety or security of users of the Leisure Facilities, the Management Committee may require all Children to be accompanied by one or more responsible adults exercising effective control over those Children within the Leisure Facilities.
- 18.3 The Management Committee may make rules and regulations governing the use of the Leisure Facilities and may amend such rules and regulations from time to time.
- 18.4 An Owner or Occupier and their invitees must comply with any rules and regulations made by the Management Committee from time to time governing the use of the Leisure Facilities.
- 18.5 The Management Committee may appoint an independent manager of the Leisure Facilities or enter into agreements with third parties for:
- 18.5.1 the operation and management of the Leisure Facilities; and
- 18.5.2 the maintenance, repair, replacement and improvement of the Leisure Facilities
- 18.6 The Owners Corporation must operate, manage, repair, maintain, replace and upgrade the Leisure Facilities in the manner determined by the Management Committee.
- 18.7 The Management Committee may determine the apportionment of the costs of operating, managing, repairing, maintaining, replacing and improving the Leisure Facilities between the Scheme and other authorised users of the Leisure Facilities in accordance with the terms of the Strata Management Statement.
- 18.8 The Management Committee may require that an additional contribution representing a percentage (not exceeding 5%) of the costs of operating, managing, and upgrading the Leisure Facilities be collected as a sinking fund.

**19 Appointment of Building Manager**

- 19.1 The Management Committee (or Owners Corporation where the Management Committee fail to so do) has the power to appoint and enter into agreements with third parties to provide management and operational services for the Scheme.

- 19.2 The term of any agreement together with any option to renew entered into pursuant to this by-law must not exceed 10 years. An agreement made pursuant to this by-law may make provision about:
- 19.2.1 the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and
  - 19.2.2 the rights of the Building Manager to assign the agreement.
  - 19.2.3 The Building Manager's remuneration for the first year of the agreement may be a fixed fee.
- 19.3 The duties of the Building Manager may include:
- 19.3.1 caretaking, supervising and servicing the Common Property including the Leisure Facilities;
  - 19.3.2 supervising the security, cleaning, repair, maintenance, renewal or replacement of Common Property including the Leisure Facilities;
  - 19.3.3 providing services to the Owners Corporation, Owners and Occupiers;
  - 19.3.4 operating any security key system for the Scheme;
  - 19.3.5 providing a letting, property management and sales service for Owners and Occupiers (at the cost of the Owner or Occupier);
  - 19.3.6 supervising, controlling and regulating employees and contractors of the Owners Corporation;
  - 19.3.7 supervising the Scheme generally;
  - 19.3.8 doing anything that the Owners Corporation agrees is necessary for the operation and management of the Scheme; and
  - 19.3.9 overseeing moving of furniture through the Common Property.

**20 Alterations to Gas Supply Pipes**

- 20.1 An Owner or Occupier of a Lot must not carry out any alteration or extension to the gas supply pipes contained in the Lot or the Common Property except with the written approval of the Owners Corporation.
- 20.2 The Owners Corporation may require, as a prerequisite to its approval to the proposed alteration or extension to the gas supply pipes, that the Owner or Occupier provide copies of all necessary plans describing or depicting the proposed alteration or extension, together with copies of all necessary approvals from any authority whose approval is required.
- 20.3 The Owners Corporation may impose, as a condition of its approval to the proposed alteration or extension to the gas supply pipes, that the Owner or Occupier must:
- 20.3.1 ensure that all alteration or extension works are carried out by a suitably qualified and licensed tradesperson and that an appropriate contract of insurance is in effect to cover the works and any consequential damages; and

-9/9

SP65507

20.3.2 maintain and keep the altered or extended gas supply pipes in a state of good and serviceable repair; and

20.3.3 repair any damage caused to any part of the Common Property or another Lot by the alteration or extension carried out for or by the Owner or Occupier.

**21 Development Co-operation**

The Owners Corporation will provide such reasonable assistance, give such consents and execute such documentation as may be required by the owner of lots 201 and 204 of DP 1018966, any government instrumentality or service provider, to enable the development of adjoining land by that owner to be completed in a timely and efficient manner.

**22 Smoking on Common Property**

An Owner or Occupier of a Lot and any invitees of an Owner or Occupier of a Lot, must not smoke on Common Property.

**23 Management Committee**

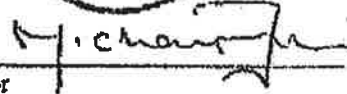
23.1 The Owners Corporation will become a member of a Management Committee which will be established to manage Shared Facilities and services located or to be located on Common Property and on the common property of adjoining land, to which Owners or Occupiers of a Lot will have access.

23.2 The Management Committee will be governed by the terms of the Strata Management Statement and Section 88B Instrument registered against the Common Property.

Executed by **FELTECH PTY LIMITED**  
by authority of its Board of Directors  
in the presence of:



Director/Secretary



Director

C.M. Austin

Print Name

M.S.N. Austin

Print Name









COMMENT SEE 4.11.101. & SCALF FACTOR: \$ 9906 4.101

**Find Everything Only 79¢ Apiece in This Special**

Revised on 8/2/90

DP1010966

82 B-6-2000

There is much to be gained in it, and it is a very good thing to do.

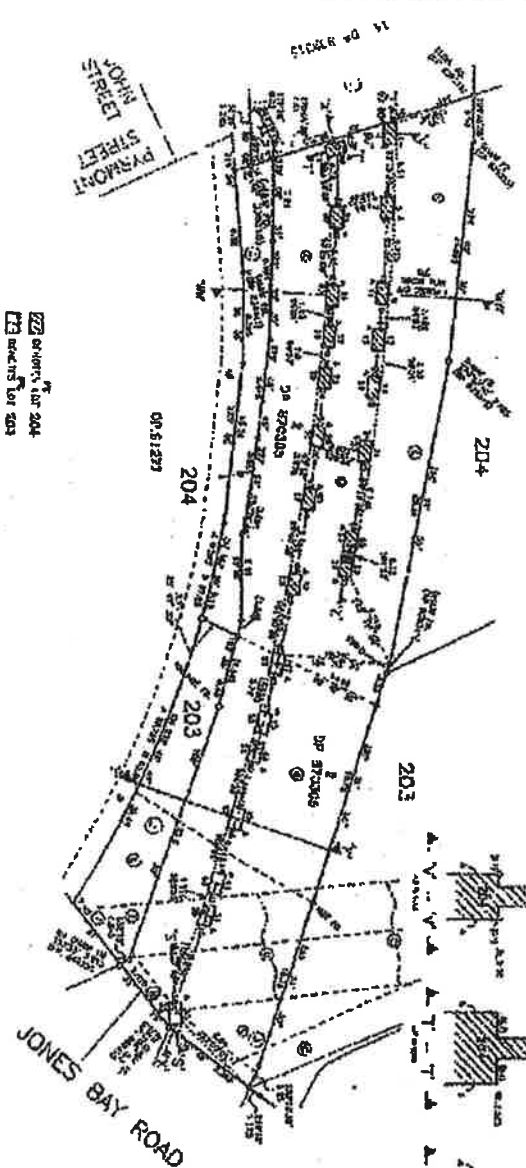
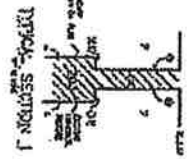
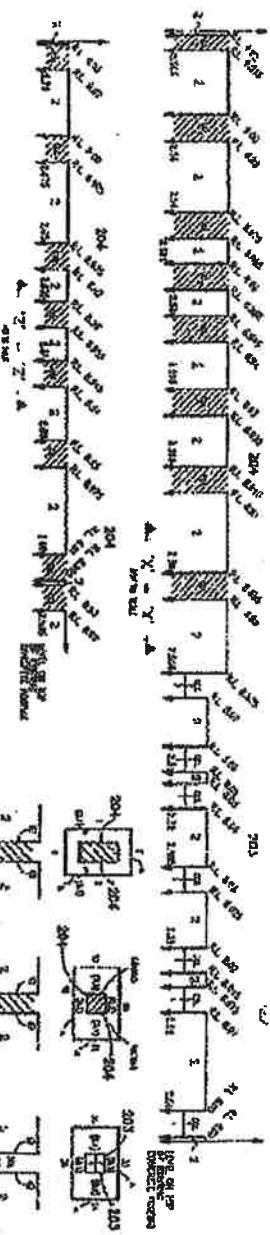
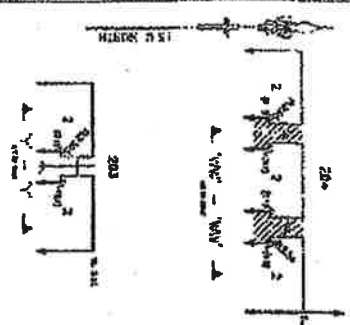
Change requested: none (company not listed)

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26/8/2006

For last March, 2000, to provide to my grand in law  
From 2.

$\Delta G^\circ = -RT \ln K_{eq}$

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Req:K659362 /Doc:DP 1016966 V /Rev:13-Sup-2362 /Sch:WC-OK /Prc:51-D2u-2012 16:45 /App:ALL /Seq:n of 1  
Rpt:245-2 /Brc:IM

**When Arriving Early To Appear In This Space**

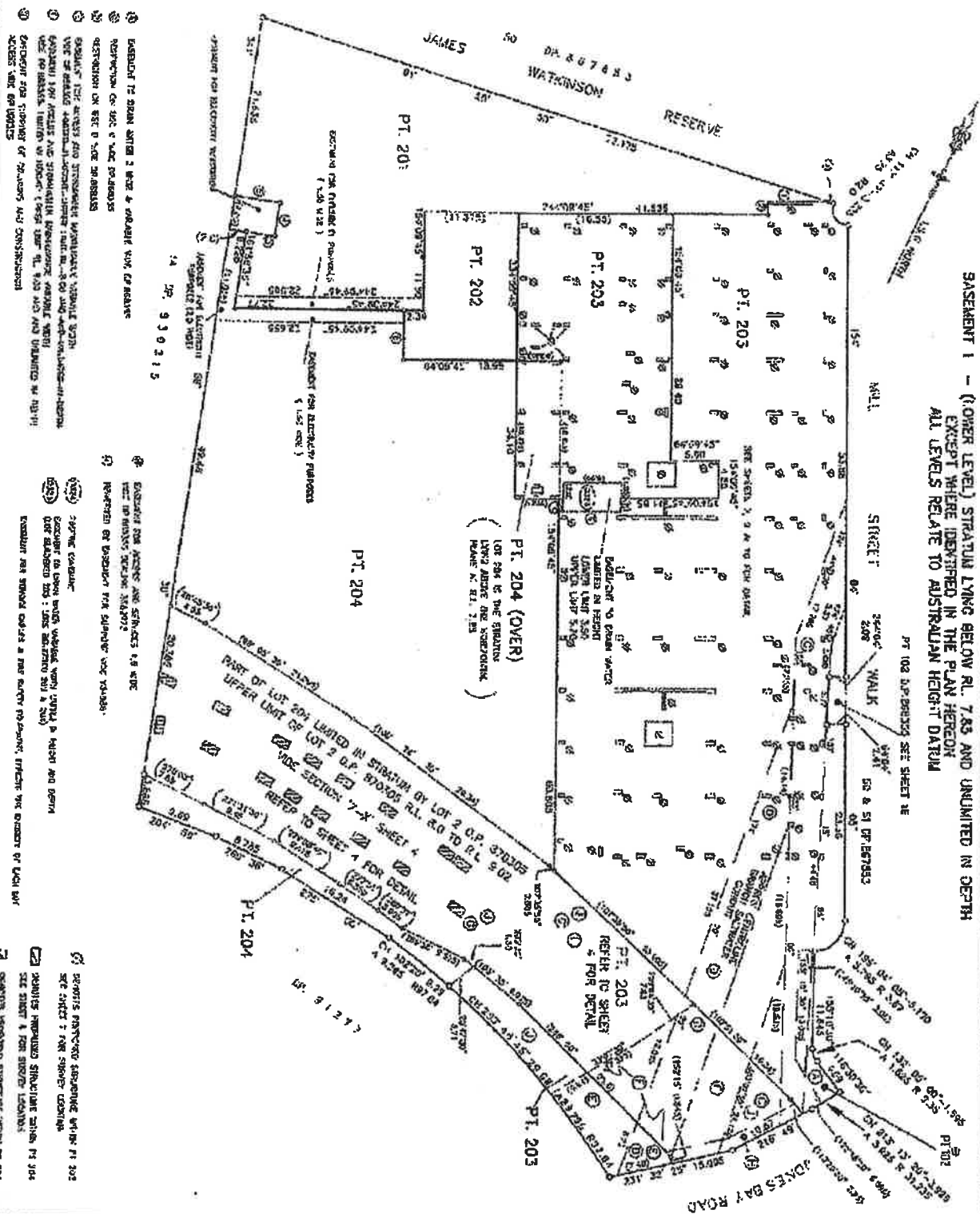
—What's the difference J75??



To be seen in conjunction with Peter Fuller's

**WRAPPIES CREEPING OR FOLDING WILL LEAD TO REJECTION**

BASEMENT 1 - (LOWER LEVEL) STRATUM LYING BELOW RL. 7.85 AND UNLIMITED IN DEPTH EXCEPT WHERE IDENTIFIED IN THE PLAN HEREON  
ALL LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM

[illegible]

43) PROFITING OR DISBURSING FROM SHAPING WORK 194-10880

1. **IDENTIFY THE PROBLEM**

62 DENNIS PATRICK BARBERE, WR-06 PI 2025  
SEE CHIT 7 FOR SPOKE LOCATION

63 QUALITY IMPROVED STRUCTURE WITH PI 304  
SEE CHIT 8 FOR SPOKE LOCATION

64 QUALITY IMPROVED STRUCTURE WITH PI 304  
SEE CHIT 9 FOR SPOKE LOCATION

DP1010866

PROBATION DEPT. - B-6 2nd floor

**1991** **1992** **1993** **1994** **1995** **1996** **1997** **1998** **1999** **2000** **2001** **2002** **2003** **2004** **2005** **2006** **2007** **2008** **2009** **2010** **2011** **2012** **2013** **2014** **2015** **2016** **2017** **2018** **2019** **2020** **2021** **2022** **2023** **2024** **2025** **2026** **2027** **2028** **2029** **2030** **2031** **2032** **2033** **2034** **2035** **2036** **2037** **2038** **2039** **2040** **2041** **2042** **2043** **2044** **2045** **2046** **2047** **2048** **2049** **2050** **2051** **2052** **2053** **2054** **2055** **2056** **2057** **2058** **2059** **2060** **2061** **2062** **2063** **2064** **2065** **2066** **2067** **2068** **2069** **2070** **2071** **2072** **2073** **2074** **2075** **2076** **2077** **2078** **2079** **2080** **2081** **2082** **2083** **2084** **2085** **2086** **2087** **2088** **2089** **2090** **2091** **2092** **2093** **2094** **2095** **2096** **2097** **2098** **2099** **2100** **2101** **2102** **2103** **2104** **2105** **2106** **2107** **2108** **2109** **2110** **2111** **2112** **2113** **2114** **2115** **2116** **2117** **2118** **2119** **2120** **2121** **2122** **2123** **2124** **2125** **2126** **2127** **2128** **2129** **2130** **2131** **2132** **2133** **2134** **2135** **2136** **2137** **2138** **2139** **2140** **2141** **2142** **2143** **2144** **2145** **2146** **2147** **2148** **2149** **2150** **2151** **2152** **2153** **2154** **2155** **2156** **2157** **2158** **2159** **2160** **2161** **2162** **2163** **2164** **2165** **2166** **2167** **2168** **2169** **2170** **2171** **2172** **2173** **2174** **2175** **2176** **2177** **2178** **2179** **2180** **2181** **2182** **2183** **2184** **2185** **2186** **2187** **2188** **2189** **2190** **2191** **2192** **2193** **2194** **2195** **2196** **2197** **2198** **2199** **2200** **2201** **2202** **2203** **2204** **2205** **2206** **2207** **2208** **2209** **2210** **2211** **2212** **2213** **2214** **2215** **2216** **2217** **2218** **2219** **2220** **2221** **2222** **2223** **2224** **2225** **2226** **2227** **2228** **2229** **2230** **2231** **2232** **2233** **2234** **2235** **2236** **2237** **2238** **2239** **2240** **2241** **2242** **2243** **2244** **2245** **2246** **2247** **2248** **2249** **2250** **2251** **2252** **2253** **2254** **2255** **2256** **2257** **2258** **2259** **2260** **2261** **2262** **2263** **2264** **2265** **2266** **2267** **2268** **2269** **2270** **2271** **2272** **2273** **2274** **2275** **2276** **2277** **2278** **2279** **2280** **2281** **2282** **2283** **2284** **2285** **2286** **2287** **2288** **2289** **2290** **2291** **2292** **2293** **2294** **2295** **2296** **2297** **2298** **2299** **2300** **2301** **2302** **2303** **2304** **2305** **2306** **2307** **2308** **2309** **2310** **2311** **2312** **2313** **2314** **2315** **2316** **2317** **2318** **2319** **2320** **2321** **2322** **2323** **2324** **2325** **2326** **2327** **2328** **2329** **2330** **2331** **2332** **2333** **2334** **2335** **2336** **2337** **2338** **2339** **2340** **2341** **2342** **2343** **2344** **2345** **2346** **2347** **2348** **2349** **2350** **2351** **2352** **2353** **2354** **2355** **2356** **2357** **2358** **2359** **2360** **2361** **2362** **2363** **2364** **2365** **2366** **2367** **2368** **2369** **2370** **2371** **2372** **2373** **2374** **2375** **2376** **2377** **2378** **2379** **2380** **2381** **2382** **2383** **2384** **2385** **2386** **2387** **2388** **2389** **2390** **2391** **2392** **2393** **2394** **2395** **2396** **2397** **2398** **2399** **24**

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CONFIDENTIAL

John J. Sweeney

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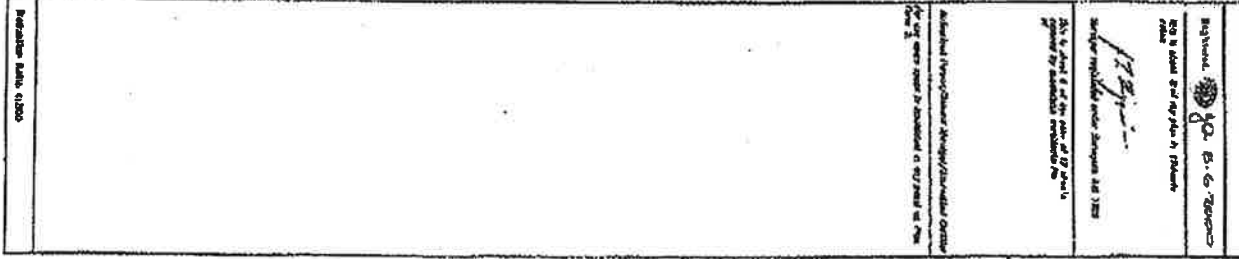
PT 102 D.J. 868355

BASEMENT 1 (UPPER LEVEL)  
7.85 AND R.L. 10.70 &  
LEVEL

PT 102 D.P. 868355

CONFIDENTIAL PLANNES AT  
REFLECTED IN THE PLAN HEREON

D.P. 1010966



PROPOSED COLUMN & STRUCTURE LOCATION  
FOR DETAIL SEE SHEETS 8, 9, AND 10  
LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM



**Plan Expires Only To Account In This Group**

**DP1010966**

Deposited:  2.6.2007

THE APPEAL OF MY JOURNALS (1937)  
1937

Revised National and Zanzibar 1975

64-17452-11-10

10/21/2004

100

**Activities from 1:30**

STANFORD UNIVERSITY, 1975

DP1010966

**DIAGRAMS AND FOOTING DETAIL  
FOR PROPOSED STRUCTURES**

FOOTING DIAGRAM 'JDA' SHEET 7  
NOT TO SCALE

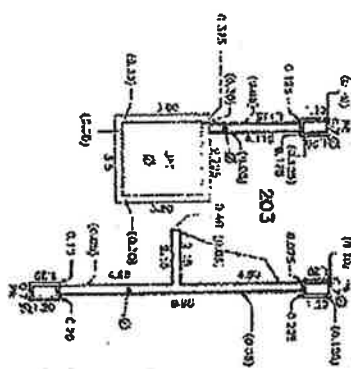


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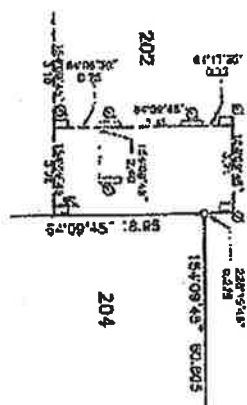
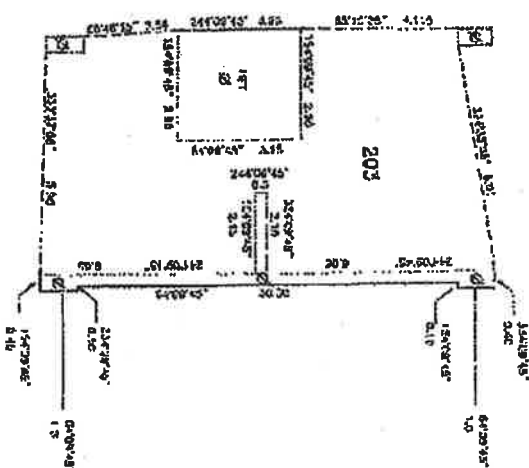


DIAGRAM 'B' SHEET 7  
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PLACING DIAGRAM 'FDB' SHEET 7  
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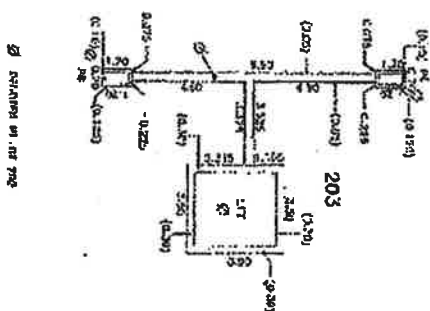
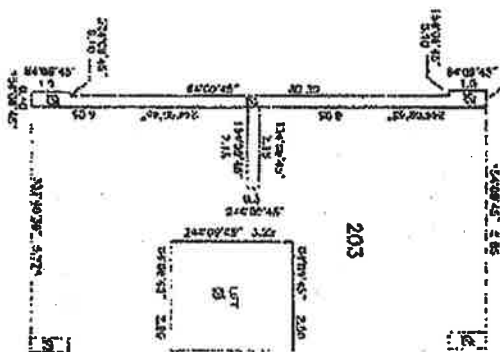


DIAGRAM 'C' SHEET 7  
NOT TO SCALE



Handwritten: B. G. 2000

Yours truly,  
 Wm. L. Sanders

FD-302a (Rev. 11-29-60)

22/3/20

For any return issues, see available! Do not print in this  
Area 2

*Robert M. Lyons* - 10/10/10

## DP-1010988

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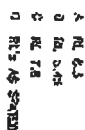
1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

THEY ARE THE SAME AS THE OTHERS.

Approved by PROSECUTOR GENERAL 2/24/97  
2/24/97  
2/24/97

Jul 18/1902

For more information, contact the publisher at the address below.


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Typical Section  
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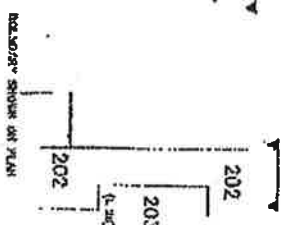
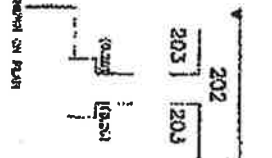
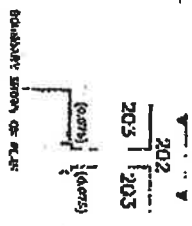
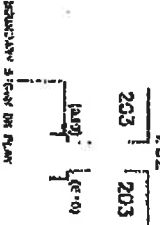
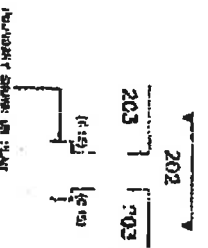
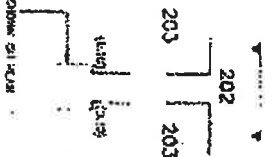
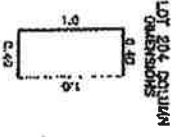
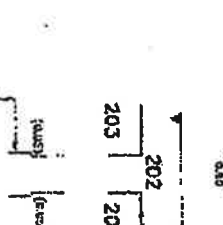
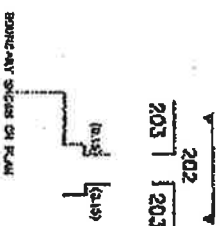
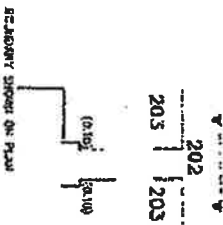
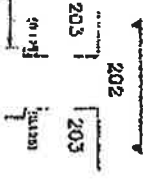
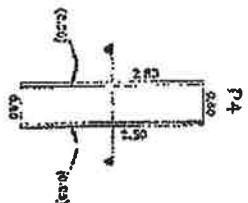
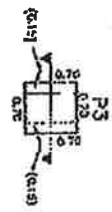
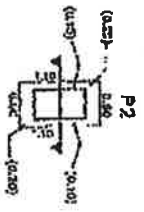
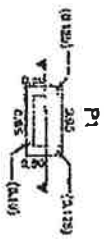
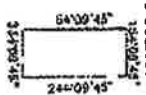
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CLOSING OR FOLDING WILL LEAD TO REJECTION

PROPOSED COLUMN AND FOOTING DETAIL  
 (NOT TO SCALE)  
 AS LOCATED ON SHEET 7

TYPICAL COLUMN ORIENTATION



Drawn: [Name] / Checked: [Name] / Date: [Date]

STANDARD ASSUMPTIONS: 12511

DP-1010966

Revised: 12/1/2020

12/1/2020

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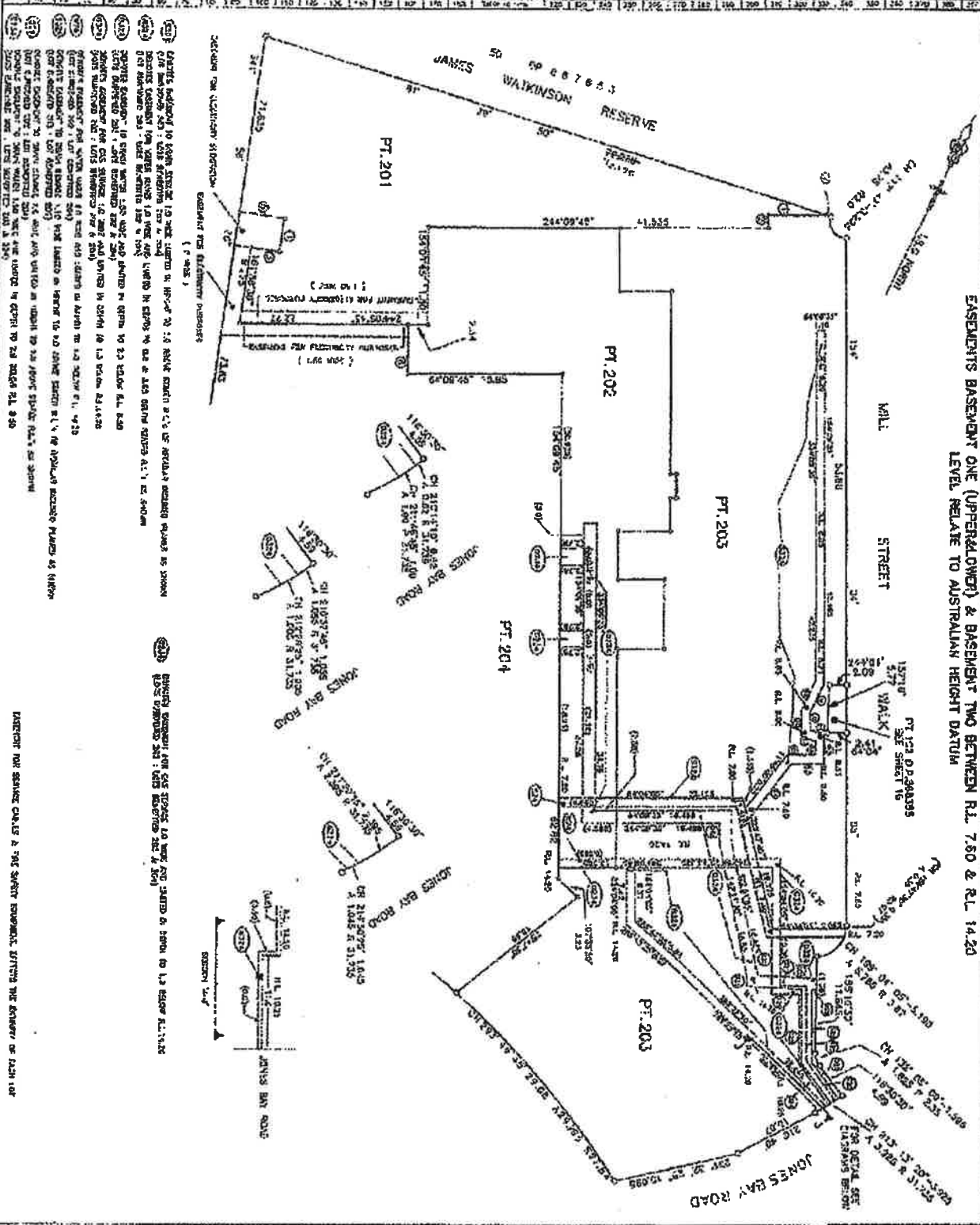
12/1/2020



It be used in conjunction with other forms of

**WARNING: CRACKING OR FOLDING WILL LEAD TO REJECTION**

ENCASEMENTS BASEMENT ONE (UPPERALLOWAY) & BASEMENT TWO BETWEEN R.L. 7.50 & R.L. 14.20  
LEVEL RELATE TO AUSTRALIAN HEIGHT DATUM



WALKER FOR SPARKS CABLE & GAS SAFETY EQUIPMENT, LISTING THE KNOWN OF EACH 10

Don't forget to check in this case

DP-1010966

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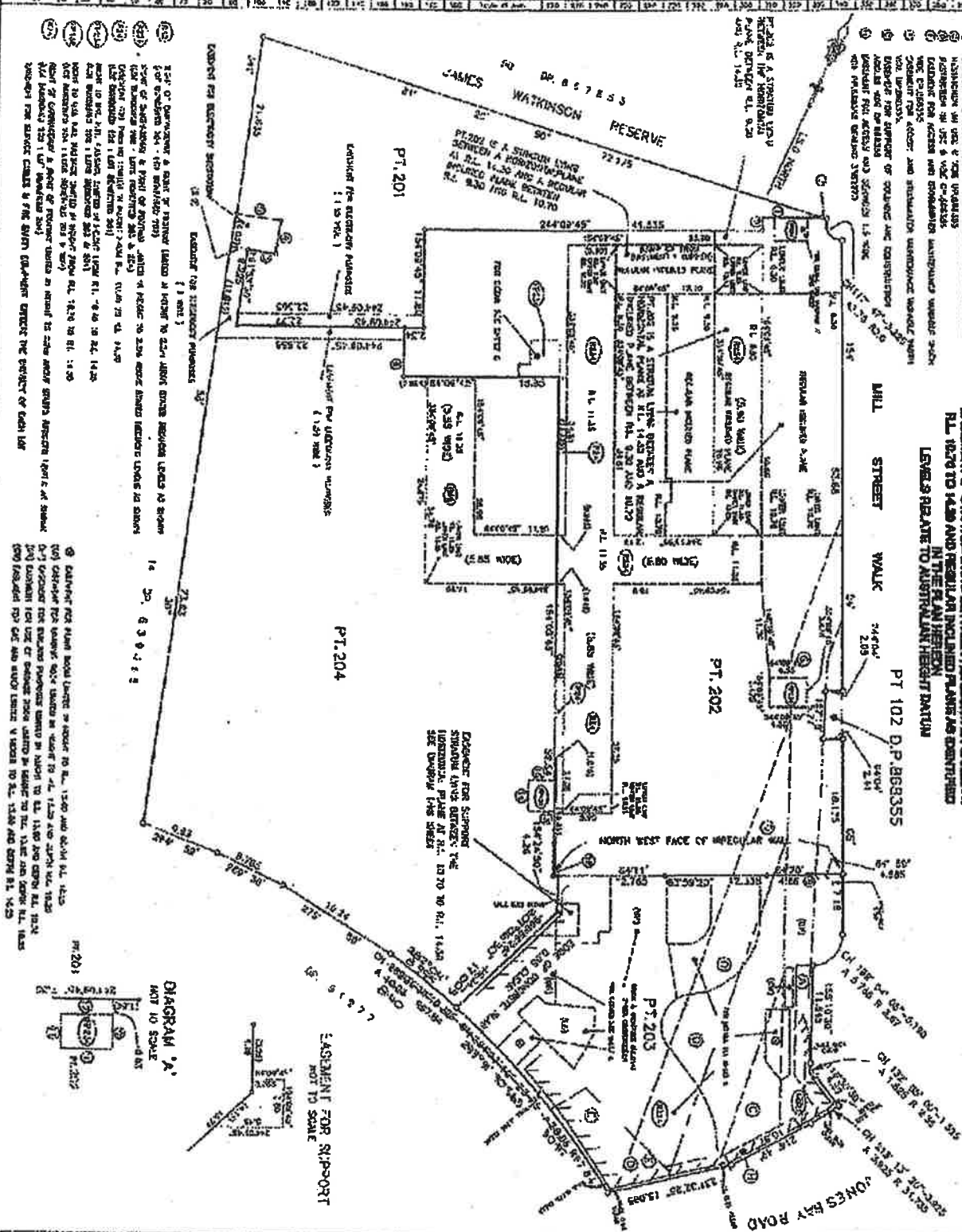
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*[Faint handwritten notes at the bottom of the page]*

**Prüfungsausschuss**

1771

**BASEMENT 2 - STRATUM LIES BETWEEN HORIZONTAL PLATES AT RL 12.76 TO 14.39 AND REGULAR INCLINED PLANE AS IDENTIFIED IN THE PLAN HEREON**



**DP1010986**

**09-06-2007**

**THE BUREAU OF THE ARMY AND NAVY**

25149

10/1/74

12-6-2400

2

Act. 10/2000

On the other hand, the fact that the number of people who are not in the labor force is increasing is a sign of a healthy economy.

11

10/10/1967

**Figure 1** *Estimated and actual 2000-2001 and 2001-2002 season influenza A virus activity*

DEC 3 2004 MONMOUTH COUNTY NJ

REPORT NUMBER: 12311

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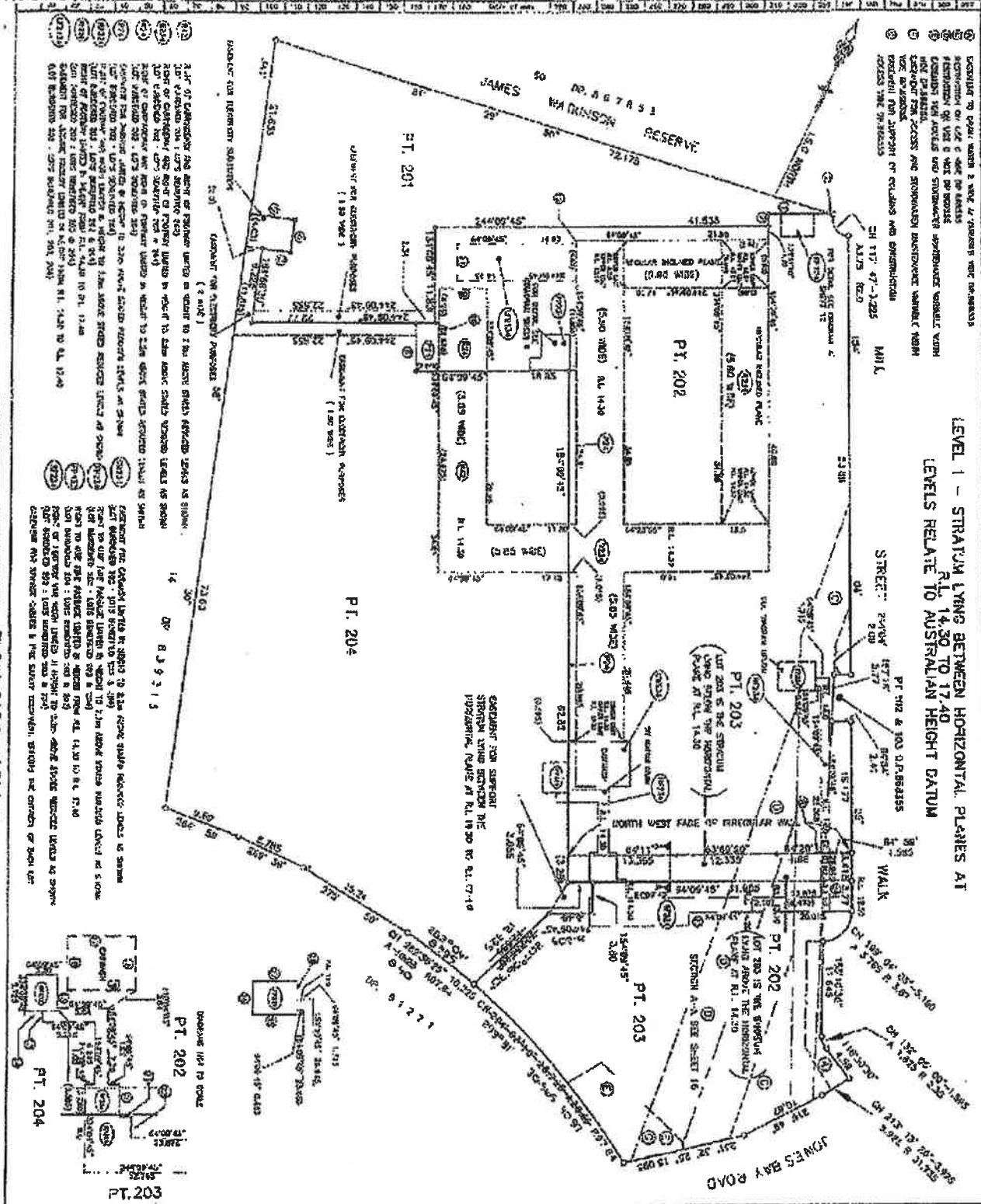
**PLAN FORM 3**

It is noted in connection with this Plan 3

WARRIORS CHANGING OR FOLDING WILL LEAD TO REJECTION

**LEVEL 1 - STRATUM LYING BETWEEN HORIZONTAL PLANS AT  
 RL 14.30 TO 17.40  
 LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM**

- ① LOCATED TO POINT WITHIN A SITE, IF POSSIBLE, NOT IN A ROAD
- ② SECTION OF THE SITE, IF NOT IN A ROAD
- ③ LOCATED TO POINT WITHIN A SITE, IF POSSIBLE, NOT IN A ROAD
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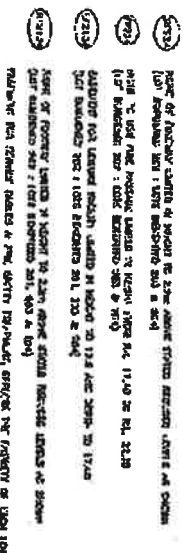
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## LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM



- ② SCHEDULED BY STATE TREASURY & BUREAU OF REVENUE
- ③ INFORMATION ON LINE C USED BY MAILING
- ④ INFORMATION BY LINE D USED BY AIRCRAFT
- ⑤ RETURNED FOR ADDRESS AND DISPOSITION INFORMATION WITHOUT
- ⑥ ERROR ON 2539
- ⑦ SCHEDULED FOR PROCESS AND SCHEDULING OPERATIONS
- ⑧ MAIL DELIVERY
- ⑨ DISCARD FOR DEFECTIVE OR CANCELS AND DISPOSITION
- ⑩ ADDRESS WAS IN ERROR

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**— BARNSTABLE AND BARNstable DIST.**

DP1010966

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*P. J. Berg*

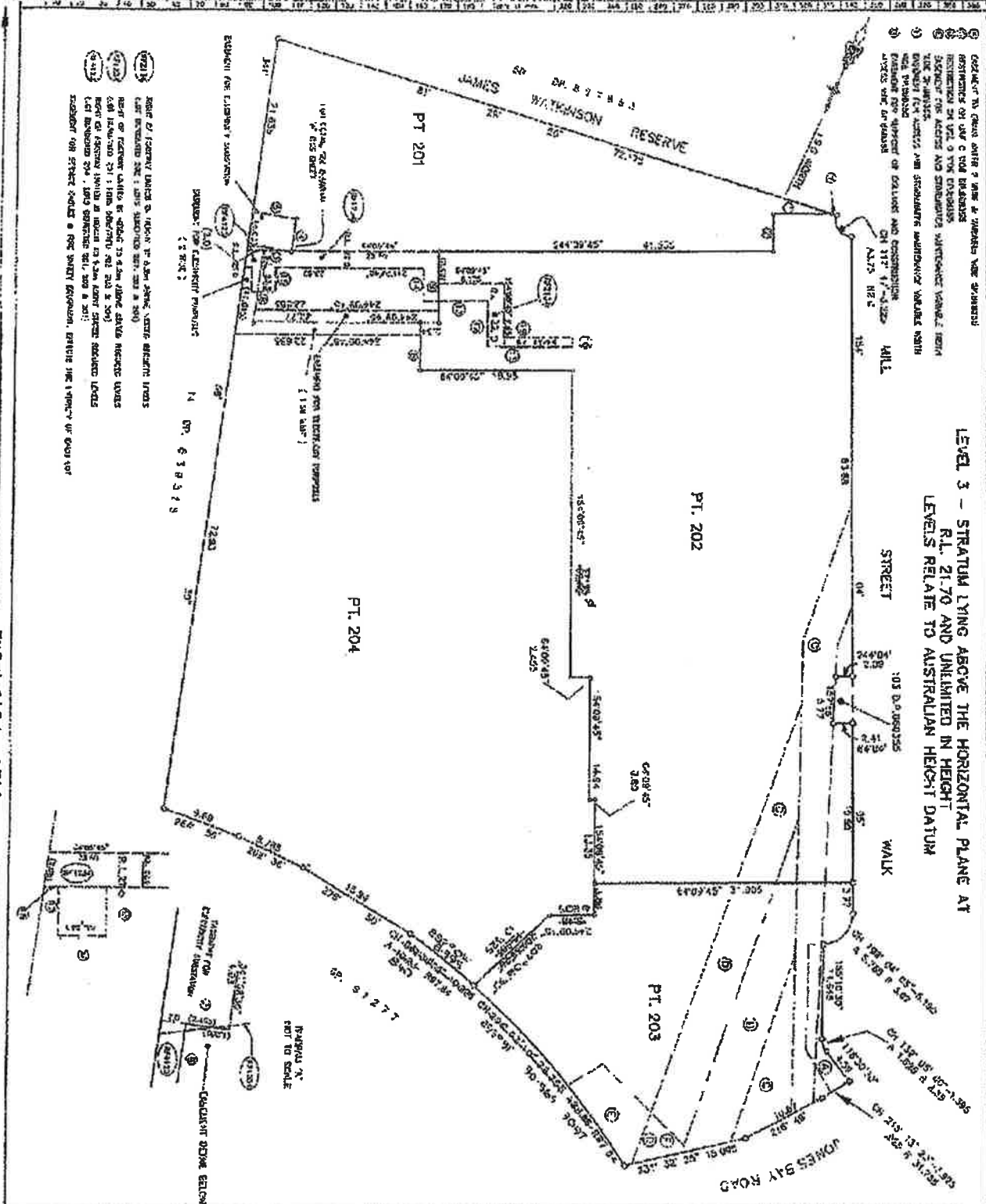
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1664/2210

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BEARING & DISTANCE AMENDED IN LANSIN AT SEVERANCE POINTS VIDE 3009/1750 12/9/2002

LEVEL 3 - STRATUM LYING ABOVE THE HORIZONTAL PLANE AT  
R.L. 21.70 AND UNLIMITED IN HEIGHT  
LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM



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Phosphorus

27th to 10th of May 1971

Example: *Mythical* and *Mythical* are

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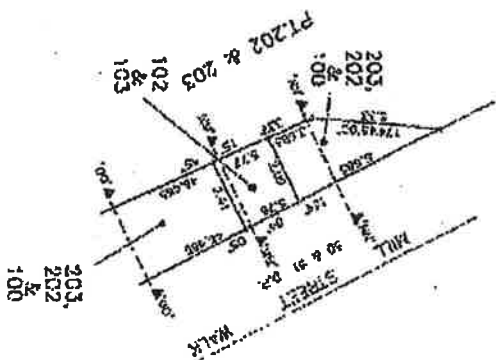
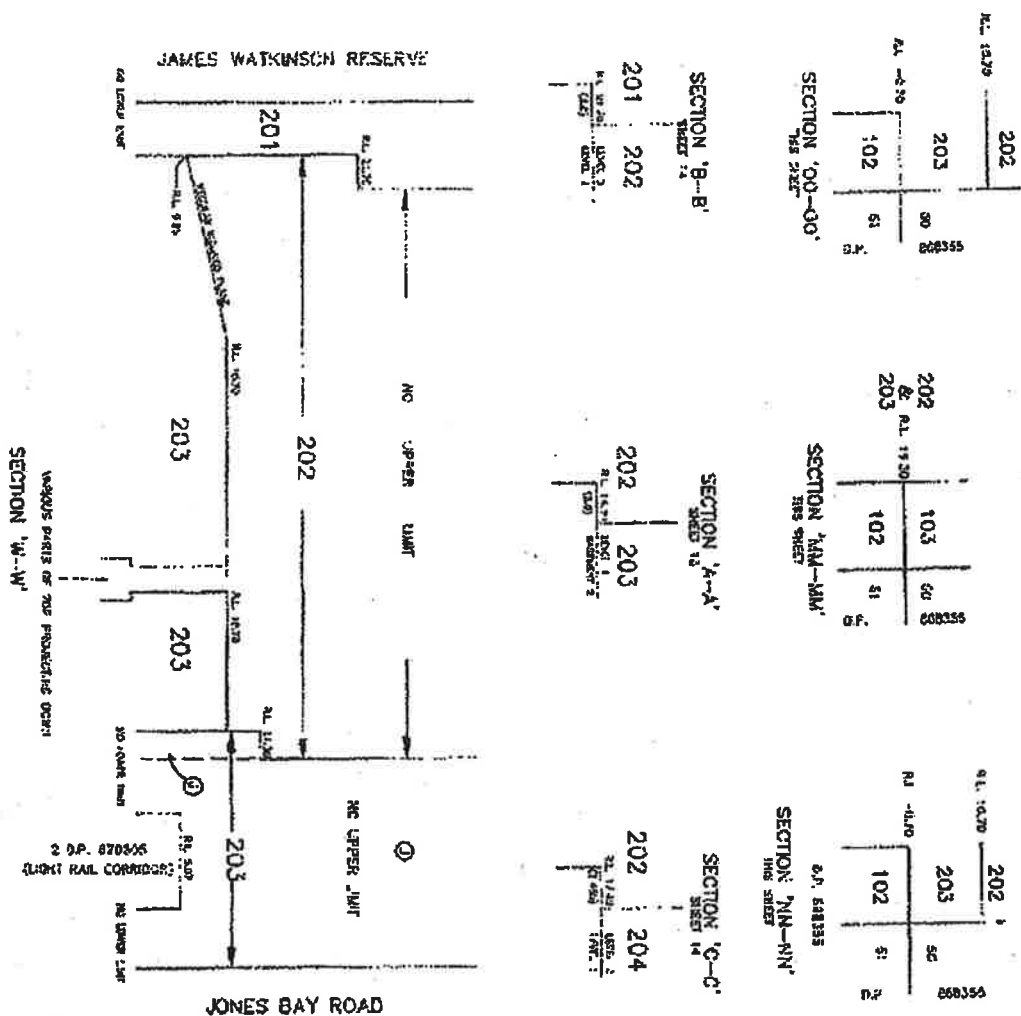
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1890

6. McIntosh's Common 5781

BEARING & DISTANCES AMENDED IN L.P./NOW AT SURVEYORS REQUEST YDC 2008/1759 12/3/2002

SECTIONS (NOT TO SCALE)  
LEVELS RELATE TO AUSTRALIAN HEIGHT DATUM

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Only 47 items in the files of 17 of the 2000  
persons of the population included in the 1940/41  
census - 17-454-47-02-0000

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12/1/2001

SCHEDULE OF SHORT BOUNDARIES

SHEET 5			
No.	BRG.	DIST.	CH.
1	244°09'45"	7.35	
2	154°08'45"	1.53	
3	71°58'30"	3.50	
4	341°58'30"	4.03	
5	254°08'45"	5.50	
6	154°08'45"	5.875	
7	81°29'30"	0.67	
8	154°08'45"	1.53	
9	244°09'45"	6.90	
10	334°29'30"	1.50	
11	244°09'45"	5.70	

SHEET 6 cont.			
No.	BRG.	DIST.	CH.
12	154°08'45"	7.35	
13	71°58'30"	3.50	
14	341°58'30"	4.03	
15	254°08'45"	5.50	
16	154°08'45"	5.875	
17	81°29'30"	0.67	
18	154°08'45"	1.53	
19	244°09'45"	6.90	
20	334°29'30"	1.50	
21	244°09'45"	5.70	

SHEET 11 cont.			
No.	BRG.	DIST.	CH.
22	154°08'45"	7.35	
23	71°58'30"	3.50	
24	341°58'30"	4.03	
25	254°08'45"	5.50	
26	154°08'45"	5.875	
27	81°29'30"	0.67	
28	154°08'45"	1.53	
29	244°09'45"	6.90	
30	334°29'30"	1.50	
31	244°09'45"	5.70	

SHEET 13 cont.			
No.	BRG.	DIST.	CH.
32	154°08'45"	7.35	
33	71°58'30"	3.50	
34	341°58'30"	4.03	
35	254°08'45"	5.50	
36	154°08'45"	5.875	
37	81°29'30"	0.67	
38	154°08'45"	1.53	
39	244°09'45"	6.90	
40	334°29'30"	1.50	
41	244°09'45"	5.70	

SHEET 15			
No.	BRG.	DIST.	CH.
42	154°08'45"	7.35	
43	71°58'30"	3.50	
44	341°58'30"	4.03	
45	254°08'45"	5.50	
46	154°08'45"	5.875	
47	81°29'30"	0.67	
48	154°08'45"	1.53	
49	244°09'45"	6.90	
50	334°29'30"	1.50	
51	244°09'45"	5.70	

REQ: H658962 / Doc: 1010966 P / Rev: 13-SEP-2002 / Sht: 50.08 / Pgt: 01-SEP-2014 16:40 / Pgt: 157 / Req: 17 of 17  
 202: 20522 / XREF: 1

Plan Division Date To Appear in This Survey: 37917

D.P. 1010966

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DP1010966

ELOPMENT

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

Lengths are in Metres

Sheet 1 of 35 Sheets

PLAN

Plan of Subdivision of lot 100 in DP 868355

Full Name and Address of  
Proprietor of the Land

Feltech Pty Ltd AGN 073 541 947  
1st Floor, 1 York Street  
SYDNEY NSW 2000

Full Name and Address of  
Mortgagee of the Land

Commonwealth Custodial Services Limited  
Business Banking Sydney  
1<sup>st</sup> floor, 48 Martin Place  
SYDNEY NSW 2000

Full Name and Address of Second  
Mortgagee and Caveator of the Land

Sydney Harbour Foreshore Authority  
Level 1, 137 Pyrmont Street  
PYRMONT NSW 2009

PART 1

1. Identity of Easement Firstly referred to in abovementioned plan. Right of carriageway and right of footway variable width limited in height and depth

SCHEDULE OF LOTS ETC AFFECTED

	<u>Lots burdened</u>	<u>Lots benefited</u>
(R42)	Lot 204	Lot 202
(R324)	Lot 203	Lot 202 and Lot 204
(R24)	Lot 202	Lot 204
(R234)	Lot 202	Lot 203 and Lot 204

2. Identity of Easement Secondly referred to in abovementioned plan. Easement for parking variable width limited in height and depth

SCHEDULE OF LOTS ETC AFFECTED

	<u>Lots burdened</u>	<u>Lots benefited</u>
(P24)	Lot 202	Lot 204

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

Lengths are in Metres

Sheet 2 of 35 Sheets

Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

3. Identity of Easement Thirdly Easement to drain water 1.5 wide limited in  
referred to in abovementioned plan. height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
(D324) Lot 203	Lot 202 and Lot 204 and 201
(D234) Lot 202	Lot 203 and Lot 204 and 201

4. Identity of Easement Fourthly Easement to drain sewage 1.1 wide limited in  
referred to in abovementioned plan. height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
(S32A) Lot 203	Lot 202

5. Identity of Easement Fifthly referred to in abovementioned plan. Easement to drain sewage 1.0 wide limited in  
height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
(S324) Lot 203	Lot 202 and Lot 204
(S24) Lot 202	Lot 204

6. Identity of Easement Sixthly referred to in abovementioned plan. Easement for plant room limited in height  
and depth

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lot burdened</u>	<u>Lots benefited</u>
Lot 203	Lot 202 and Lot 204

7. Identity of Easement Seventhly Easement for loading dock limited in height  
referred to in abovementioned plan. and depth

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lot burdened</u>	<u>Lots benefited</u>
(LD) Lot 203	Lot 202 and Lot 204



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

Lengths are in Metres

Sheet 3 of 35 Sheets

Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

8. Identity of Easement Eighthly referred to in abovementioned plan. Easement for building purposes limited in height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

	<u>Lots burdened</u>	<u>Lots benefited</u>
(BP)	Lot 203	Lot 202 and Lot 204
(BP)	Lot 202	Lot 204

9. Identity of Easement Ninthly referred to in abovementioned plan. Right of footway variable width limited in height

**SCHEDULE OF LOTS ETC AFFECTED**

	<u>Lots burdened</u>	<u>Lots benefited</u>
(RF324)	Lot 203	Lot 202 and Lot 204
(RF234)	Lot 202	Lot 203 and Lot 204
(RF2134)	Lot 202	Lot 201, Lot 203 and Lot 204
(RF1234)	Lot 201	Lot 202, Lot 203 and Lot 204
(RF4123)	Lot 204	Lot 201, Lot 202 and Lot 203

10. Identity of Easement Tenthly referred to in abovementioned plan. Easement for the use of garbage room variable width limited in height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

	<u>Lot burdened</u>	<u>Lots benefited</u>
(GR)	Lot 203	Lot 202 and Lot 204

11. Identity of Easement Eleventhly referred to in abovementioned plan. Easement for carwash variable width limited in height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

	<u>Lots burdened</u>	<u>Lots benefited</u>
(CW234)	Lot 202	Lot 203 and Lot 204

### Plan of Subdivision of lot 100 in DP 868355

DP1010966

- ### SCHEDULE OF LOTS ETC AFFECTED

### SCHEDULE OF LOTS ETC AFFECTED

### **SCHEDULE OF LOTS ETC AFFECTED**

### SCHEDULE OF LOTS ETC AFFECTED

### SCHEDULE OF LOTS ETC AFFECTED

42721 1 ZEPHYRUS, FAIRBANKS, 1911, 100 PAGES, 10 CENTS.

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

Lengths are in Metres

Sheet 6 of 35 Sheets

Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

22 Identity of Easement Twenty-  
secondly referred to in  
abovementioned plan.

Positive Covenant

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots and Authority benefited**

Lot 202, Lot 203 and Lot 204

Lot 202, Lot 203, Lot 204 and Sydney Water  
Corporation

23 Identity of Easement Twenty-thirdly  
referred to in abovementioned plan.

Easement for gas and water limited in height  
and depth

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots and Authority benefited**

(GW) Lot 203

Lot 202 and Lot 204

24 Identity of Easement Twenty-fourthly  
referred to in abovementioned plan.

Easement to drain water variable width  
limited in height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots and Authority benefited**

(D324) Lot 203

Lot 202 and Lot 204 and 201

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

Lengths are in Metres

Sheet 7 of 35 Sheets

Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

**Part 2**

**Definitions and Interpretation**

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

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

Authority includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the storage or removal of waste from premises.

Grantee means every person who, at any time, is entitled to an estate or interest in possession of the Lot benefited but excluding a person with an estate or interest by virtue of a lease or licence.

Grantor means every person who, at any time, is entitled to an estate or interest in possession of the Lot burdened but excluding a person with an estate or interest by virtue of a lease or licence.

Invitees include visitors.

Leisure Facilities means the swimming pool, gymnasium and associated facilities constructed on Lot 202.

Lot means any of Lots 201, 202, 203 and 204.

Management Committee means the committee constituted by this instrument.

Member means a member of the Management Committee and Members means all of them.

Owners Corporation, in relation to a Strata Scheme, means the owners corporation of that Strata Scheme.

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

Lengths are in Metres

Sheet 8 of 35 Sheets

Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

**Representative** means the person appointed by a Member to represent it on the Management Committee.

**Rules and Regulations** means such rules and regulations prescribed at any time and from time to time by the Management Committee or by an Owners Corporation.

**Shared Facilities** means all pipes, ducts, wiring and power used in conjunction with any services shared by two or more of the Lots.

**Strata Scheme** means the subdivision of a Lot by means of a strata scheme under the Strata Schemes (Freehold Development) Act 1973 or by any means that replaces or is in addition to that means or any such replacement means.

**Strata Scheme A** means a Strata Scheme in respect of Lot 203.

**Strata Scheme B** means a Strata Scheme in respect of Lot 202.

**Strata Scheme C** means a Strata Scheme in respect of Lot 204.

**Strata Scheme D** means a Strata Scheme in respect of Lot 201.

**Watermark Development** is the structures erected on any of the Lots and the Strata Schemes created by the subdivision of any of the Lots.

**1. Terms of Easement Firstly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot or by vehicle over the site of this easement.
- (b) The Grantor covenants to keep the site of this easement as well as any plant and equipment used within the site of this easement, including security gates and intercoms, clean and in good repair and maintenance, and must replace plant and equipment (where necessary) as well as keep the site of this easement well lit and well ventilated.
- (c) The Grantee must contribute towards the costs of keeping the site of this easement as well as any plant and equipment used within the site of this easement, including security gates and intercoms, clean and in good repair and maintenance, and towards the costs of replacing plant and equipment (where necessary) as well as the costs of lighting, ventilating, power and operation of the site of this easement and all plant and equipment used within the site of this easement.
- (d) The costs referred to in paragraph (c) are to be borne as follows:

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88(1) CONVEYANCING ACT 1919**

Lengths are in Metres

Sheet 9 of 35 Sheets

Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
  - (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
  - (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
    - (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.
2. Terms of Easement Secondly referred to in abovementioned plan.
- The Grantor grants to the Grantee and Authorised Users the right to park on the site of this easement. The Grantee must keep the site of this easement clean, well lit and in good repair and maintenance.
3. Terms of Easement Thirdly referred to in abovementioned plan.
- (a) The Grantor grants to the Grantee and Authorised Users the right to drain water from any natural source through the Lot burdened, but only within the site of this easement.

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maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the line of pipes (where necessary).

(d) The costs referred to in paragraph (c) are to be borne as follows:

- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
- (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land titles Office of Strata Scheme C in the following proportions:
  - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
  - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
- (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
  - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
  - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
  - (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

6. Terms of Easement Sixtily referred to in abovementioned plan.

- (a) The Grantor grants to the Grantee and Authorised Users the right to enter upon and the right to use the Plant Rooms.

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- (b) The Grantor covenants with the Grantee to maintain, repair and replace the equipment located in the Plant Rooms and to measure the amount of electricity used to provide power to the Plant Rooms.
- (c) The Grantee must contribute towards the costs of operating the Plant Rooms, maintaining, repairing and replacing the equipment located in the Plant Rooms and towards the costs of measuring the amount of electricity used to provide power to the Plant Rooms.
- (d) The costs referred to in paragraph (c) are to be borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
  - (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
  - (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
    - (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

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**7. Terms of Easement Severally referred to in abovementioned plan.**

- (a) The Grantor grants the right for the Grantee and Authorised Users to enter and pass over the site of this easement at all times by vehicle and on foot for the purposes of delivering or removing items to or from the Lot benefited, subject to any rules and regulations which may be made by the Grantor to govern the use of the site of this easement, or by any other Authority and to the following conditions:
- (i) no item may be left unattended in the site of this easement; and
  - (ii) no vehicle may be left unattended in the site of this easement for in excess of 15 minutes.
- (b) The Grantor covenants with the Grantee to repair, maintain and to keep the site of this easement clean.
- (c) The Grantee must contribute towards the costs of repairing, maintaining and keeping the site of this easement clean.
- (d) The costs referred to in paragraph (c) are to be borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
  - (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
  - (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;

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- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

**8. Terms of Easement Eightily referred to in abovementioned plan.**

- (a) The Grantor grants to the Grantee the right, until the end of the period of 3 months commencing on the date of registration of the Strata Scheme (or the date of registration of the last strata scheme if more than one) in respect of the Lot benefited, to use the Lot burdened for the purposes of construction and other building works carried out on any part of the Lot benefited, including (without limitation):
  - (i) offices;
  - (ii) storage of materials and equipment;
  - (iii) removal of temporary structures; and
  - (iv) commissioning of works
- (b) In exercising its rights under this easement, the Grantee and its Authorised Users may:
  - (i) by any reasonable means pass across the Lot burdened to get to or from the Lot benefited; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (1) entering the Lot burdened;
    - (2) taking anything on to the Lot burdened; and
    - (3) carrying out work within the Lot burdened such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- (c) In exercising these powers the Grantee must:

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- (i) ensure all work is done properly;
- (ii) cause as little inconvenience as is practicable to the Grantor;
- (iii) cause as little damage as is practicable to the Lot burdened and any improvements on it;
- (iv) restore the Lot burdened and any improvements on it as nearly as is practicable to its former condition;
- (v) make good any collateral damage; and
- (vi) indemnify the Grantor against all damages, expenses, losses or liabilities arising from any negligent act or omission of the Grantee.

**9. Terms of Easement Ninthly referred to in abovementioned plan**

The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot at all times from the Lot benefited through the site of this easement.

**10. Terms of Easement Tenthly referred to in abovementioned plan**

- (a) The Grantor grants the right to the Grantee and Authorised Users the right:
  - (i) to store within the site of this easement waste deposited by the Grantee and Authorised Users in common with waste deposited by the Grantor and its tenants, employees, agents, contractors and licensees; and
  - (ii) to enter and pass over the site of this easement at all times and on foot for the purpose of depositing or removing waste subject to any rules and regulations which may be made by the Grantor to govern the use of the site of this easement, or by any other Authority and to the following conditions:
    - (1) no waste may be deposited on or left in the site of this easement unless it is in a sealed container;
    - (2) all sealed containers must be left in an orderly manner;
    - (3) sealed containers must not be emptied in the site of this easement;

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- (4) no waste deposited on or left in the site of this easement is to remain on or in the site of this easement for more than 72 hours; and
  - (5) all waste must be deposited on the site of this easement, left in the site of this easement and removed from the site of this easement in accordance with the requirements of every Authority.
- (b) The Grantee covenants with the Grantor that the Grantee will not use the site of this easement except to deposit waste in common with waste deposited by the Grantor and its tenants, employees, agents, contractors and licensees.
- (c) The Grantee must contribute towards the costs of keeping the site of this easement clean and in good repair and maintenance and towards the costs of removal of garbage from the site of this easement.
- (d) The costs referred to in paragraph (c) are to be borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
  - (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
  - (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears

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to the total gross floor area of Strata Schemes A, B and C;  
and

- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

- (a) The Grantor grants to the Grantee and Authorised Users the right to pass across the Lot burdened but only:
- (i) on foot;
  - (ii) subject to any applicable rules and regulations;
  - (iii) within the site of the easement; and
  - (iv) to get to and from the Lot benefited with or without garbage trolleys.

**11. Terms of Easement Eleventhly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee and Authorised Users the right to enter and remain on the site of this easement for the purpose of cleaning any motor vehicle, subject to any rules and regulations which may be made by the Grantor to govern the use of the site of this easement, or by any other Authority and to the following conditions:
- (i) no vehicle may be left on the site of this easement unattended;
  - (ii) the site of this easement must not be used for the repair or maintenance of any vehicle, nor for carrying out gas or oil changes, or for any purpose other than the cleaning of a motor vehicle;
  - (iii) all users of the site of this easement must leave the site of this easement clean and in good repair and condition after each use; and
  - (iv) the Grantee must contribute toward the costs of repair, maintenance, replacement and upgrade of the site of this easement and if water usage is separately metered, then the Grantee must also contribute toward the costs of water consumed within the site of this easement.
- (b) The costs referred to in paragraph (a)(iv) are to be borne as follows:



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(i) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:

- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and

(ii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:

- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

**12. Terms of easement twelfthly referred to in abovementioned plan**

The Grantor grants to the Grantee the following rights:

- (a) the right for the columns, foundations and footing structures now or anytime in the future erected within the Lot benefited or any part thereof ("structures") to be supported in any direction by the columns, foundations and footing structures in that part of the Lot burdened; and
- (b) the right with any tools, implements or machinery reasonably necessary for the purposes, to enter upon and within the site of this easement for the purposes of constructing, inspecting, repairing, maintaining or renewing such structures or any part thereof.

Provided that:

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- (c) should the Grantee or Authorised Users, in exercise of any of the rights set out in this easement, cause damage to the Lot burdened or the improvements erected thereon, the Grantor shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the Lot burdened and the improvements erected on it such that the Lot burdened and the improvements erected on it are restored to the same specification, performance and quality as existed immediately prior to the damage, or where that is not possible, to such higher standard as shall be approved by the Grantor (such approval not to be unreasonably withheld).
- (d) The Grantee shall not do or cause anything to be done on the site of this easement which would constitute a violation or contravention of any environmental, hazardous substances or pollution law, regulation, order, notice or any licence, approval, consent, permit or permission issued thereunder.
- (e) The Grantee shall, at its own cost, at all times carry out repairs to the structures so as to maintain the structures to a serviceable standard and structurally sound and shall carry out repairs which are required because of the existence of the structures.
- (f) The Grantee must give to the Grantor reasonable written notice before exercising any rights or obligations under this easement (except in the case of emergency, in which case no notice need be given). That notice must include a statement of the works to be carried out and the proposed construction methods for the works, the times and time periods likely to be required to conduct the works and the likely date of completion of those works. The Grantor must consent (acting reasonably) to the time periods for access in relation to the works.
- (g) Any person entering upon the Lot burdened pursuant to the rights or obligations under this easement shall do so at their own risk and the Grantee shall indemnify the Grantor from all demands, expenses, losses and liabilities arising out of any accidents, damage to property, death or injury to any person entering upon the Lot burdened pursuant to the rights or obligations granted under this easement.
- (h) The Grantee shall indemnify the Grantor from all demands, expenses, losses and liabilities arising from the rights granted to the Grantee by this easement (including but not limited to the conduct of the works or the carrying out of repairs).

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- (i) The release in paragraph (g) and the indemnity in paragraph (h) will not apply to the extent that the matter covered by them is caused or contributed to by the wilful or negligent act or omission of the Grantor.

**13. Terms of easement thirteenthly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee the right to have water supplied through any line of water pipes within the site of this easement.
- (b) The Grantor covenants to keep the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and to replace, repair, alter or renew the whole or parts of the line of pipes (where necessary).
- (c) The Grantee must contribute towards the costs of keeping the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the line of pipes (where necessary).
- (d) The costs referred to in paragraph (c) are to be borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
- (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
- (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;

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- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

Provided that if Lot 204 does not use the line of water pipes within the site of this easement, then after the registration at the Land Titles Office of Strata Scheme C, then the costs referred to in paragraph (c) are to be borne in the manner set out in paragraph (d)(ii).

**14. Terms of easement fourteenthly referred to in abovementioned plan**

**(a) A Management Committee is to be formed to:**

- (i) make arrangements for the operation, management, repair, maintenance, renewal, replacement and/or improvement of the Leisure Facilities;
- (ii) prescribe, amend and repeal Rules and Regulations relating to the use of the Leisure Facilities;
- (iii) determine, levy and recover contributions for the administrative fund and the capital works fund and to make payments from those funds; and
- (iv) to undertake any other functions in relation to any of the Shared Facilities which a Member requests it to undertake and to which it agrees to undertake.

**(b) The membership of the Management Committee is:**

- (i) the registered proprietor for the time being of a Lot which has not been strata sub-divided; and
- (ii) on and from the date on which a Strata Scheme is registered in respect of Lot 203, the Owners Corporation of that Strata Scheme; and

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- (iii) on and from the date on which a Strata Scheme is registered in respect of Lot 202, the Owners Corporation of that Strata Scheme; and
  - (iv) on and from the date on which a Strata Scheme is registered in respect of Lot 204, the Owners Corporation of that Strata Scheme; and
  - (v) on and from the date on which a Strata Scheme is registered in respect of Lot 201, the Owners Corporation of that Strata Scheme.
- (c) Upon becoming a member of the Management Committee, the members shall have the following voting rights:
- (i) the registered proprietor for the time being of a Lot which has not been strata sub-divided shall have 1 vote for each Lot which has not been strata-sub-divided;
  - (ii) the Owners Corporation of Strata Scheme A shall have 1 vote;
  - (iii) the Owners Corporation of Strata Scheme B shall have 2 votes;
  - (iv) the Owners Corporation of Strata Scheme C shall have 1 vote; and
  - (v) the Owners Corporation of Strata Scheme D shall have 1 vote.
- (d) All decisions of the Management Committee must be supported by a 66% majority of those Representatives who have the right to vote. The Representative who is the chairman of a meeting does not have a casting vote.
- (e) The Grantor grants to the Grantee the right to enter upon and the right to use the Leisure Facilities for the purposes for which they were designed but (as regards such entry and such use) only:
- (i) on and from the date of registration of a Strata Scheme in respect of the Lot of the Grantor and the relevant Grantee;
  - (ii) by the following:
    - (1) persons being the owners of lots and invitees of owners of residential lots in Strata Scheme A, Strata Scheme C or Strata Scheme D; or



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to the total gross floor area of Strata Schemes A, B and C,  
and

(ii) after the registration at the Land Titles Office of Strata Scheme D in  
the following proportions:

- (1) by the Owners Corporation of Strata Scheme A in the  
proportion that the gross floor area of Strata Scheme A bears  
to the total gross floor area of Strata Schemes A, B, C and D;
- (2) by the Owners Corporation of Strata Scheme B in the  
proportion that the gross floor area of Strata Scheme B bears  
to the total gross floor area of Strata Schemes A, B, C and D;
- (3) by the Owners Corporation of Strata Scheme C in the  
proportion that the gross floor area of Strata Scheme C bears  
to the total gross floor area of Strata Schemes A, B, C and D;
- (4) by the Owners Corporation of Strata Scheme D in the  
proportion that the gross floor area of Strata Scheme D bears  
to the total gross floor area of Strata Schemes A, B, C and D;

(i) The Management Committee covenants with the Grantor and the Grantee  
that the Management Committee will not permit entry onto or use of the  
Leisure Facilities:

(i) other than for the purposes for which they were designed;

(ii) by persons other than:

- (1) owners of lots in Strata Scheme A, Strata Scheme B, Strata  
Scheme C or Strata Scheme D;
- (2) persons being lessees of such lots;
- (3) invitees of persons being the owners or lessees of residential  
lots in Strata Scheme A, Strata Scheme B, Strata Scheme C  
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other than in accordance with the Rules and Regulations.

15. Terms of easement fifthly referred to in abovementioned plan

(a) The Grantor grants to the Grantee the right to:

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(i) transmit electricity through the Lot burdened, but only within the site of this easement;

(ii) do anything reasonably necessary for passing across the Lot burdened, including:

(1) entering the Lot burdened; and

(2) taking anything on to the Lot burdened; and

(3) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

(b) In exercising those powers, the Grantee must:

(i) ensure all work is done properly; and

(ii) cause as little inconvenience as is practicable to the Grantor; and

(iii) cause as little damage as is practicable to the Lot burdened and any improvement on it; and

(iv) restore the Lot burdened as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

16. Terms of easement sixteenthly referred to in abovementioned plan

(a) The Grantor grants to the Grantee the right:

(i) to place Lift plant within the site of this easement; and

(ii) to do anything reasonably necessary for passing across the Lot burdened, including:

(1) entering the Lot burdened; and

(2) taking anything on to the Lot burdened; and

(3) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining the Lift plant.



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- (b) In exercising those powers, the Grantee must:
- (i) ensure all work is done properly; and
  - (ii) cause as little inconvenience as is practicable to the Grantor; and
  - (iii) cause as little damage as is practicable to the Lot burdened and any improvement on it; and
  - (iv) restore the Lot burdened as nearly as is practicable to its former condition; and
  - (vi) make good any collateral damage.

**17. Terms of easement seventeenthly referred to in abovementioned plan**

The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass across any part of the Lot burdened on foot at all times from the Lot benefited in order to gain access to and to travel through the fire escape.

**18. Terms of easement eighteenthly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee the right to have a gas service supplied to the Lot benefited through the Lot burdened, but only within the site of this easement.
- (b) The Grantor covenants to keep the site of this easement in good repair and maintenance and to replace, repair, alter or renew the whole or parts of the line of pipes (where necessary).
- (c) The Grantee must contribute towards the costs of keeping the site of this easement in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the line of pipes (where necessary).
- (d) The costs referred to in paragraph (c) are to be borne as follows:
  - (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
  - (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:

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

Lengths are in Metres

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Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
- (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
  - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
  - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
  - (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

**19. Terms of easement nineteenthly referred to in abovementioned plan**

- (a) For the purposes of this easement, services include supply of water, gas, electricity, telephone, television (including free to air, cable and pay television), telecommunications and other communication cables, smoke detectors and associated wiring and connections as well as discharge of water, sewage, sullage and fluid wastes.
- (b) The Grantor grants to the Grantee the right to:
  - (i) have domestic services supplied to the Lot benefited through each Lot burdened, but only within the site of this easement; and
  - (ii) do anything reasonably necessary for that purpose, including:
    - (1) entering the Lot burdened;
    - (2) taking anything on to the Lot burdened; and

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
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Lengths are in Metres

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Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

- (3) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

(c) In exercising those powers, the Grantee must:

- (i) ensure all work is done properly;
- (ii) cause as little inconvenience as is practicable to the Grantor;
- (iii) cause as little damage as is practicable to the Lot burdened and any improvements on it;
- (iv) restore the Lot burdened as nearly as is practicable to its former condition; and
- (v) make good any collateral damage.

**20. Terms of easement twentiethly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee the right to have electricity supplied to the Lot benefited through the Lot burdened and to have electricity supplied to the Lot benefited metered, but only within the site of this easement.
- (b) The Grantor covenants to keep the site of this easement in good repair and maintenance and to replace, repair, alter or renew the whole or parts of the electricity sub-station (where necessary).
- (c) The Grantee must contribute towards the costs of keeping the site of this easement in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the electricity sub-station (where necessary).
- (d) The costs referred to in paragraph (c) are to be borne as follows:
  - (i) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C - by the Owners Corporation of Strata Scheme B.
  - (ii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
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Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

- (1) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes B and C; and
- (2) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes B and C.

**21. Terms of easement twenty-firstly referred to in abovementioned plan**

The Grantor grants to the Grantee and Authorised Users the right to:

- (a) enter upon the site of this easement to construct, remove, place, repair and maintain mail boxes within the site of this easement; and
- (b) by any reasonable means, to pass across the Lot burdened, but only within the site of this easement to deliver or collect mail for an owner or lessee of a lot within the Lot benefited; and
- (c) do anything reasonably necessary for passing across the Lot burdened, including:
  - (i) entering the Lot burdened; and
  - (ii) taking anything on to the Lot burdened; and
  - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- (d) In exercising those powers, the Grantee must:
  - (i) ensure all work is done properly; and
  - (ii) cause as little inconvenience as is practicable to the Grantor; and
  - (iii) cause as little damage as is practicable to the Lot burdened and any improvement on it; and
  - (iv) restore the Lot burdened as nearly as is practicable to its former condition; and
  - (v) make good any collateral damage.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
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Lengths are in Metres

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Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

- (c) This easement is to be released by the Lot benefited, at the cost of the Lot benefited, upon the registration at the Land Titles Office of Strata Scheme C. The Lot benefited must remove all mail boxes and make good any damage caused by the installation and removal of mail boxes within one calendar month of the registration at the Land Titles Office of Strata Scheme C.

**22. Terms of Easement Twenty-Secondly referred to in abovementioned plan**

- (a) Each of the Grantors covenants with each of the Grantees that each of the Grantors will construct, at the Grantor's own cost, a house sewer line connecting the Grantor's lot to each of the Lots benefited and to Sydney Water Corporation's vertical drop on the access chamber in Mill Street Walk.
- (b) Each of the Grantors covenants to maintain, and where necessary replace, the section of the house sewer line contained within the Grantor's Lot. The cost of the repair and maintenance of the house sewer line is to be borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
- (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
- (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears

*[Handwritten signature]*

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

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Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

to the total gross floor area of Strata Schemes A, B and C;  
and

- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

- (c) Each of the Grantors grants to each of the Grantees the right to drain sewerage and other waste material and fluid in any quantities across and through the house sewer line contained in each of the Lots burdened or any pipe or pipes in replacement or in substitution for the house sewer line.

**23. Terms of Easement Twenty-Thirdly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee the right to place meters for gas and water supplied to the Lot benefited, but only within the site of this easement.
- (b) The Grantor must keep the site of this easement in good repair and maintenance and replace, repair, alter or renew the whole or parts of the meters (where necessary).
- (c) The Grantee must contribute towards the costs of keeping the site of this easement in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the meters (where necessary).
- (d) The costs referred to in paragraph (c) are to be borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
- (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
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Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

(iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:

- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

24. Terms of Easement Twenty-Fourthly referred to in abovementioned plan

(a) The Grantor covenants to:

- (i) permit stormwater to be temporarily detained within the site of this easement and discharged at the specified rate to Sydney Water Corporation's stormwater system;
- (ii) keep the system clean and free from silt, rubbish and debris;
- (iii) maintain and repair the system so that it functions in a safe and efficient manner; and
- (iv) replace, repair, alter and renew the whole or parts of the system.

(b) The Grantee must contribute towards the costs of keeping the system clear, in good maintenance and repair and towards the costs of replacing, repairing, altering and renewing the whole or parts of the system.

(c) The costs referred to in paragraph (b) are to be borne as follows:

- (i) from the registration at the Land Titles Office of Strata Scheme A and until the registration at the Land Titles Office of Strata Scheme B - by the Owners Corporation of Strata Scheme A.
- (ii) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:

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

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Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
- (iii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
  - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
  - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
  - (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

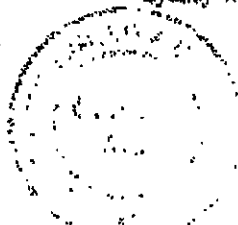
Name of the Authority authorised to vary, amend, waive or release the positive covenant twenty-secondly referred to:


Sydney Water Corporation


Name of the Authority authorised to vary, amend, waive or release the easement twenty-fourthly referred to:

Sydney Water Corporation

THE COMMON SEAL of FELTECH  
PTY LIMITED A.C.N 073 541 947 was  
hereunto affixed in accordance with its  
Articles of Association in the presence of:



  
Secretary

  
Director



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

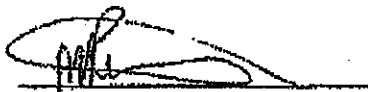
Lengths are in Metres

Sheet 35 of 35 Sheets


Plan of Subdivision of lot 100 in DP 868355

**DP1010966**

SIGNED on behalf of COMMONWEALTH  
CUSTODIAL SERVICES LIMITED  
by its Attorney in the presence of:

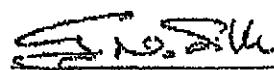
  
Witness

MICHAEL THOMAS RIORDAN  
Print name

  
Signature

Graham Bruce Bence  
Print name


SIGNED by Terrence Charles Martin  
for and on behalf of SYDNEY HARBOUR  
FORESHORE AUTHORITY under  
delegated authority and without assuming  
any personal liability and I hereby certify that  
I have no notice of the revocation of such  
delegation:

  
Witness

GARAY S. M. K.  
Print name

  
Signature of delegate

TERRENCE CHARLES MARTIN  
Print name

REGISTERED  8-6-2000



DP 858355

Registered 20-7-1997

Plan of Subdivision of Lot 101 of DP 858355

Surveyor's Name: J. H. H. H. H.

Scale: 1:1000

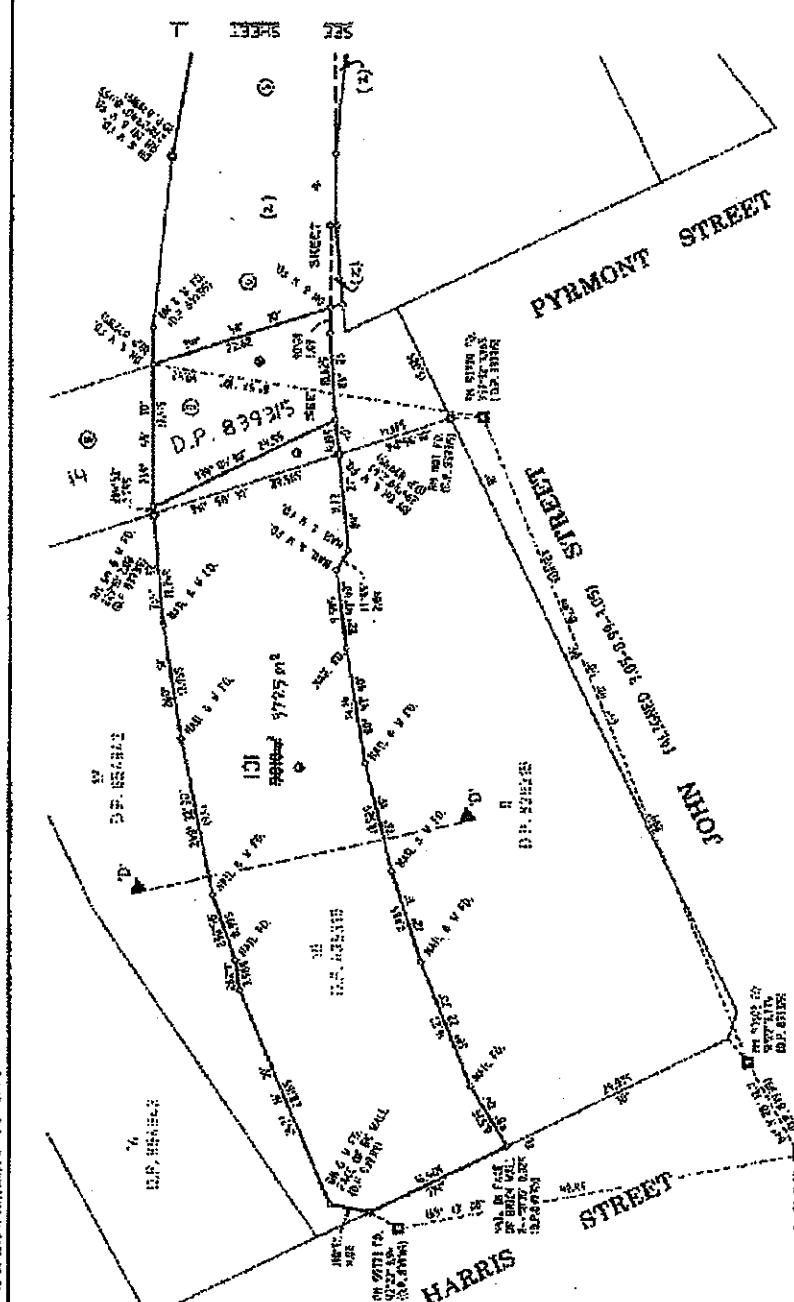
Locality: SYDNEY CITY

Locality: PYRMONT

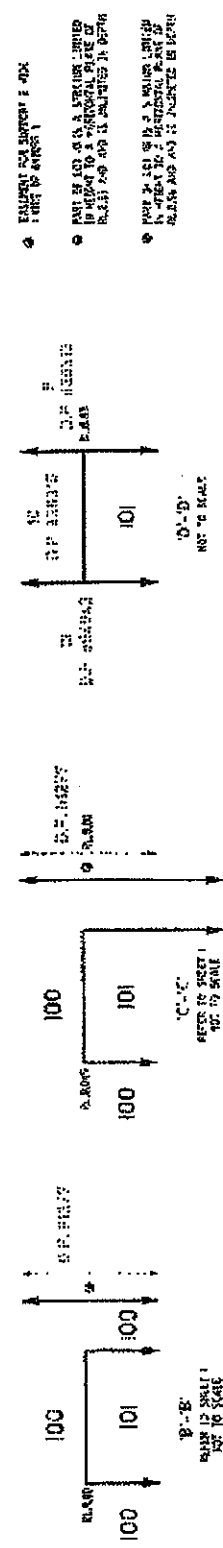
Parish: ST. ANDREW

County: CUMBERLAND

For all other matters see the Surveyor's Office



(2) SUBMITTED BY BALDWIN FOR SURVEY NO. 101/101



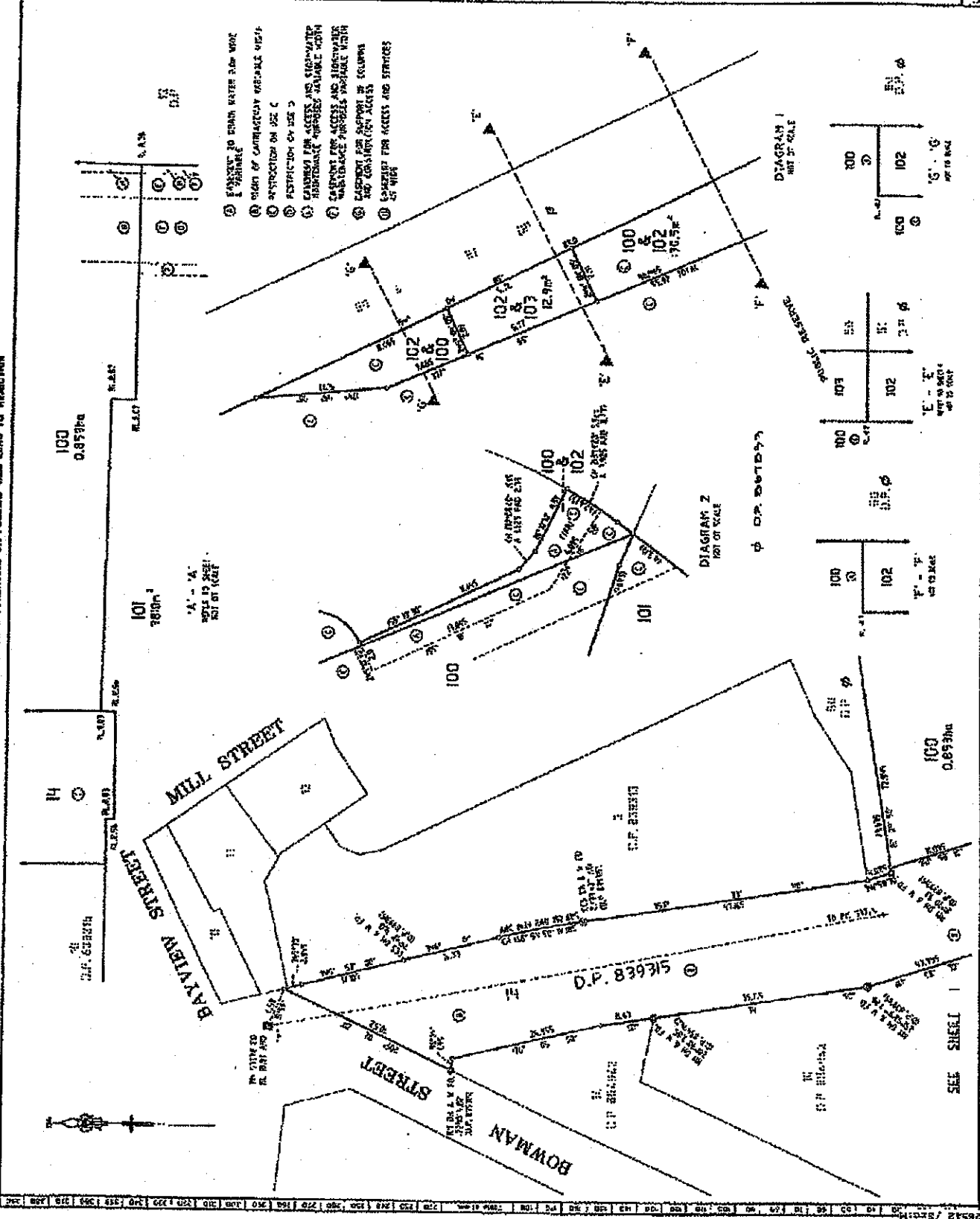
ALL HEIGHTS RELATIVE TO AUSTRALIAN HEIGHT DATUM

Plan Showing only to appear in this office

DP 863355

Application No. <b>20-7-1997</b>	City of <b>Stoke City</b>
Date <b>3/3/97</b>	Location <b>Pythont</b>
Project <b>Pythont</b>	Parish <b>St. Andrew</b>
County <b>Cumberland</b>	

Scale 1:1000



- 1. EASEMENT TO DRAIN WATER FROM WEST
- 2. EASEMENT TO DRAIN WATER FROM WEST
- 3. EASEMENT TO DRAIN WATER FROM WEST
- 4. EASEMENT TO DRAIN WATER FROM WEST
- 5. EASEMENT TO DRAIN WATER FROM WEST
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- 7. EASEMENT TO DRAIN WATER FROM WEST
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- 9. EASEMENT TO DRAIN WATER FROM WEST
- 10. EASEMENT TO DRAIN WATER FROM WEST

DIAGRAM 1

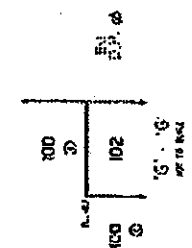
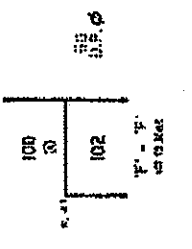
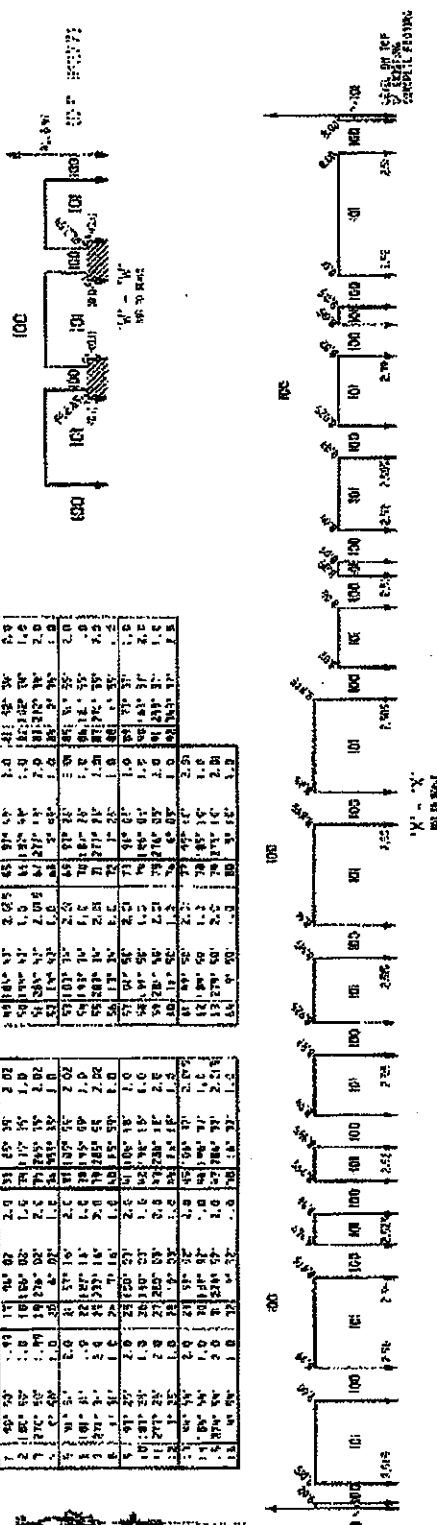


DIAGRAM 2



SCHEDULE OF SHORY BOUNDARIES									
STATION		WATERING		DIST. IN MILES		DIST. IN MILES		DISE	
1	2	3	4	5	6	7	8	9	10
1	450	50	11	02	2.0	31	65	9	2.02
2	450	50	11	02	2.0	31	65	9	2.02
3	270	100	10	10	2.0	30	70	15	1.0
4	270	100	10	10	2.0	30	70	15	2.02
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93	270	100	10	10	2.0	30	70	15	2.02
94	270	100	10	10	2.0	30	70	15	2.02
95	270	100	10	10	2.0	30	70	15	2.02
96	270	100	10	10	2.0	30	70	15	2.02
97	270	100	10	10	2.0	30	70	15	2.02
98	270	100	10	10	2.0	30	70	15	2.02
99	270	100	10	10	2.0	30	70	15	2.02
100	270	100	10	10	2.0	30	70	15	2.02

SCHEDULE OF SHORT BOUNDARIES				
STATION	SPARE	QTY. OF BERRIES	QTY. OF BERRIES	QTY. OF BERRIES
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10
11	11	11	11	11
12	12	12	12	12
13	13	13	13	13
14	14	14	14	14
15	15	15	15	15
16	16	16	16	16
17	17	17	17	17
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21	21	21	21	21
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27	27	27	27	27
28	28	28	28	28
29	29	29	29	29
30	30	30	30	30
31	31	31	31	31
32	32	32	32	32
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36	36	36	36	36
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38	38	38	38	38
39	39	39	39	39
40	40	40	40	40
41	41	41	41	41
42	42	42	42	42
43	43	43	43	43
44	44	44	44	44
45	45	45	45	45
46	46	46	46	46
47	47	47	47	47
48	48	48	48	48
49	49	49	49	49
50	50	50	50	50
51	51	51	51	51
52	52	52	52	52
53	53	53	53	53
54	54	54	54	54
55	55	55	55	55
56	56	56	56	56
57	57	57	57	57
58	58	58	58	58
59	59	59	59	59
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62	62	62	62	62
63	63	63	63	63
64	64	64	64	64
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67	67	67	67	67
68	68	68	68	68
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84	84	84	84	84
85	85	85	85	85
86	86	86	86	86



**DIE.**

[illegible]

33-74  
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 55-2376 NO: 11015102 044  
 55-2376 NO: 11015102 044  
 55-2376 NO: 11015102 044

203

1

29. 07 1742m74

The Commission of the European Communities has announced that it will be making a study of the possibilities of introducing a common system of taxation for the private sector.

560849 H Q BOM ROOM 2 LUGS SUPPLY FOR AERONAUT O  
770647 N 7014 150000Z JUL 5 JMBTSTC AF CS-LTSB 27

(U)

From Drawing only to appear in this space

DP 868385

Approved 20.5.1997

Drawn 2/1/97

Checked by *[Signature]*

Scale: 1:100

Client: Municipality of Sydney

L.G.A.: SYDNEY CITY

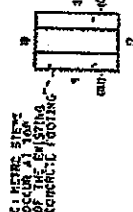
Location: PYRMONT

Parish: ST. ANDREW

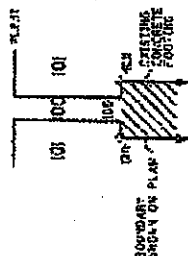
County: CUMBERLAND

Notes: 1. This drawing is to be used in conjunction with Main Plans 1 & 2.

Scale: 1:100  
Sheet 1 of 2



TYPICAL PLAN



TYPICAL SECTION I

ALL COLUMNS WITH THE EXCEPTED OF COLUMN 1, SECTION I, AND COLUMN 2, SECTION I, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ABOVE TYPICAL SECTION. ALL STEPS SHALL BE 150mm HIGH. IN ALL STEPS, THE EXISTING COLUMN SHALL BE REINFORCED WITH 4 BARS.

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

(Sheet 1 of 20 Sheets)

Lengths are in metres

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

Full name and address of proprietor of  
the land

City West Development Corporation ARBN  
005 257 661 of 137 Pyrmont Road Pyrmont  
and State Rail Authority of New South  
Wales

**PART 1**

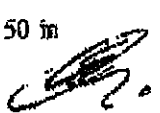
- |    |   |  |
|----|---|--|
| 1. | Identity of easement firstly<br>referred to | Easement to Drain Water 2 wide and<br>variable |
|----|---|--|

**Schedule of Lots, etc. affected**

**Lots Burdened**

Lot 100

**Lots Benefited**

Lot 10 in Deposited Plan (X) and Lot 50 in  
Deposited Plan (X) 

- |    |  |                                     |
|----|--|-------------------------------------|
| 2. | Identity of easement secondly<br>referred to | Right of Carriageway variable width |
|----|--|-------------------------------------|

**Schedule of Lots, etc. affected**

**Lots Burdened**

Lot 14 in Deposited Plan 839315

**Lots Benefited**

Lot 100

- |    |   |                      |
|----|---|----------------------|
| 3. | Identity of restriction on use<br>thirdly referred to | Restriction on Use C |
|----|---|----------------------|

**Schedule of Lots, etc. affected**

**Lots Burdened**

Lots 100 and 101

**Authority Benefited**

Sydney Water Corporation Limited  
ACN 063 279 649

SYD67124/109358.16

Ø D.P. 867852  
X D.P. 867853

Lengths are in metres

(Sheet 2 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

4. Identity of restriction on use  
fourthly referred to

Restriction on Use D

Schedule of Lots, etc. affected

Lots Burdened

Authority Benefited

Lots 100 and 101

Sydney Water Corporation Limited  
ACN 063 279 649

5. Identity of easement fifthly  
referred to

Easement for Access and Stormwater  
Maintenance purposes variable width

Schedule of Lots, etc. affected

Lot Burdened

Authority Benefited

Lot 100

Sydney Water Corporation Limited  
ACN 063 279 649

6. Identity of easement sixthly  
referred to

Easement for Access and Stormwater  
Maintenance purposes variable width

Schedule of Lots, etc. affected

Lot Burdened

Authority Benefited

Lot 101

Sydney Water Corporation Limited  
ACN 063 279 649

7. Identity of easement seventhly  
referred to

Easement for Support of columns and  
Construction Access

Schedule of Lots, etc. affected

Lot Burdened

Lot Benefited

Lot 101

Lot 100

8. Identity of easement eighthly  
referred to

Easement for Access and Services 1.5  
wide



Lengths are in metres

(Sheet 3 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

Schedule of Lots, etc. affected

Lot Burdened

Lot Benefited

Lots 100 and 101

Lot 10 in Deposited Plan (X) 867852

PART 2

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

The proprietor of the lot burdened ("Grantor") grants full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession of the lot benefited ("Grantee") or its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to drain water (whether rain, storm, spring, soakage or seepage water) ("storm water") in any quantities across and through that part of the lot burdened identified on the abovementioned plan by the letter "A" ("Easement One Area") and do anything reasonably necessary for that purpose including:

- (i) entering the lot burdened; and
- (ii) taking anything onto the lot burdened; and
- (iii) using any existing line of pipes; and
- (iv) carrying out works such as laying, constructing, placing, repairing, renewing, maintaining, inspecting or cleansing pipes, channels, ditches and equipment,

PROVIDED THAT:

- (a) the Grantee gives the Grantor 14 days' written notice before exercising any of the rights conferred by this easement except in the case of an emergency; and
- (b) the Grantee must take out and maintain public liability insurance in respect of the rights conferred by this easement for such sum as is reasonable in the circumstances but in any case for an amount not less than \$10 million.

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

Lengths are in metres

(Sheet 4 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

The proprietor of the lot burdened ("Grantor") grants full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the lot benefited ("Grantee") or its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agent") to go, pass and repass across and over that part of the lot burdened identified in the abovementioned plan by the letter "B" ("Easement Two Area") at all times and for all purposes with or without vehicles and with or without any tools, implements, machinery, equipment or building materials;

**PROVIDED THAT:**

- (a) the Grantor must take all reasonable steps to ensure the proper maintenance, repair and replacement of the surface of the Easement Two Area ("Works");
- (b) the Grantor is solely responsible for the cost of the Works;
- (c) the Grantee indemnifies the Grantor against any liability or loss arising from and any costs, charges and expenses incurred in connection with the death or injury to any person or damage to any property caused by the exercise of the rights conferred by this easement;
- (d) the Grantee must cause as little inconvenience as is practicable to the Grantor and any occupier of the Easement Two Area;
- (e) the Grantee must cause as little damage as is practicable to the Easement Two Area and any improvement on it;
- (f) the Grantee must make good any damage it causes to the Easement Two Area and any improvement on it.

**3. Terms of restriction on use thirdly referred to in the abovementioned plan:**

To preserve the structural integrity of lot 11 in Deposited Plan (1), lot 51 in Deposited Plan (2), lot 5 in Deposited Plan (3) and lot 102 in the abovementioned plan ("the Lots") and of any of the Corporation's works from time to time contained therein (the Works"), the Proprietor of the Lot Burdened:

- (a) shall not without the prior written consent of the Corporation (which shall not be unreasonably withheld and shall be on reasonable conditions provided that it does not compromise the structural integrity of the Lots or of any of the Works, or the Corporation's ability to maintain and operate the Works), and submission to the Corporation of a geotechnical



Lengths are in metres

(Sheet 5 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

report compiled by a suitably qualified geotechnical engineer and subject  
to compliance with such conditions as the Corporation may reasonably  
impose:

- (i) erect, construct, or place any building, structure, rail system  
or retaining wall on the lots burdened by this restriction on use  
which are identified on the abovementioned plan by the letter  
"C"; or
- (ii) carry out any excavation, or alteration of the surface levels of  
the lots burdened by this restriction on use,

PROVIDED THAT the Proprietor of the Lot Burdened shall be entitled,  
at all times, to carry out minor, routine maintenance of a non-structural  
nature and with non-structural consequences (including ballast tamping,  
resleeping and drainage adjustments) to its light rail structures without  
compliance with the provisions of this paragraph (a);

- (b) covenants and agrees that in the event of any inconsistency between these  
terms and the terms of any other registered interest ("the other terms")  
then these terms shall prevail and have priority over and against the  
other terms;
- (c) covenants and agrees that for the purposes of this restriction on use  
unless a contrary intention appears:
  - (i) "Proprietor of the Lot Burdened" means and includes each  
and every one of those proprietors and their executors,  
administrators, successors and assigns, as the case may be, and  
where not repugnant to the context, their servants, agents, and  
contractors, and every person, (including a corporation), who  
is at any time entitled to an estate or interest in possession  
(including holding over under a lease), in any lot burdened by  
this restriction on use;
  - (ii) where a Proprietor of a Lot Burdened consists of two (2) or  
more persons, these terms shall bind them jointly and severally  
and jointly and severally bind their executors, administrators,  
successors and assigns;
  - (iii) "Corporation" means and includes Sydney Water Corporation  
Limited ACN 063 279 649, its administrators, successors and  
assigns, and where not repugnant to the context, includes the

Lengths are in metres

(Sheet 6 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

servants, agents, and contractors of Sydney Water Corporation  
Limited;

- (iv) "terms" means the terms of this restriction on use; and
- (v) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender.

4. Terms of restriction on use fourthly referred to in the abovementioned plan:

To preserve the structural integrity of the saltwater conduit beneath the lots burdened and identified on the abovementioned plan as "Branch Saltwater Conduit" and of any of the Corporation's works from time to time contained therein (the Works"), the Proprietor of the Lot Burdened:

- (a) shall not without the prior written consent of the Corporation (which shall not be unreasonably withheld and shall be on reasonable conditions provided that it does not compromise the structural integrity of the Branch Saltwater Conduit or of any of the Works, or the Corporation's ability to maintain and operate the Works), and submission to the Corporation of a geotechnical report compiled by a suitably qualified geotechnical engineer and subject to compliance with such conditions as the Corporation may reasonably impose:
  - (i) erect, construct, or place any building, structure, rail system or retaining wall on the lots burdened by this restriction on use which are identified on the abovementioned plan by the letter "D"; or
  - (ii) carry out any excavation, or alteration of the surface levels of the lots burdened by this restriction on use.

PROVIDED THAT the Proprietor of the Lot Burdened shall be entitled, at all times, to carry out minor, routine maintenance of a non-structural nature and with non-structural consequences (including ballast tamping, resleepering and drainage adjustments) to its light rail structures without compliance with the provisions of this paragraph (a);

- (b) covenants and agrees that in the event of any inconsistency between these terms and the terms of any other registered interest ("the other terms") then these terms shall prevail and have priority over and against the



Lengths are in metres

(Sheet 7 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

other terms;

(c) covenants and agrees that for the purposes of this restriction on use  
unless a contrary intention appears;

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

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

The Proprietor of the Lot Burdened:

- (a) grants full and free right for the Corporation from time to time and at all  
times for the purposes of facilitating the operation maintenance and  
desilting of the Corporation's Works:
  - (i) to enter, go, return, pass and repass over and upon those parts  
of the lot herein burdened, identified on the abovementioned  
plan by the letter "E" ("Easement Five Area"), with or

Lengths are in metres

(Sheet 8 of 10 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

without vehicles to transport its personnel and any equipment, implements, tools, machinery and pipework (collectively referred to as "Equipment") provided that the rights granted by this easement do not substantially derogate from the rights of the Grantor to construct, inspect, repair, maintain and replace columns, foundations and footing structures on the Lot Burdened from time to time;

- (ii) the Corporation shall not do or cause to be done anything on the Easement Five Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices or any licences, approvals, consents, permits and permissions issued thereunder of which the Corporation is or should be aware;
- (iii) the Corporation indemnifies and keeps indemnified the Proprietor of the Lot Burdened against all actions suits claims and damages of whatsoever nature which may be brought against the Proprietor of the Lot Burdened and all costs charges and expenses which the Proprietor of the Lot Burdened may incur as a result of any negligent act or omission of the Corporation;
- (iv) to bring other than in the manner referred to in paragraph (a)(i) above, any Equipment onto and upon the Easement Five Area; and
- (v) to remain upon and within the Easement Five Area with or without vehicles and/or Equipment, to operate and use the vehicles and/or Equipment to lay, maintain, repair and replace temporary pipe works, and carry out any other activities or work related to any of the purposes referred to in these terms;

- (b) covenants and agrees that the Corporation is entitled to generally exercise and perform in and upon the Easement Five Area any of the rights, powers and authorities conferred on or vested in the Corporation under and by virtue of the provisions of the Water Board (Corporatisation) Act 1994 as amended,

PROVIDED THAT the Corporation covenants that it shall in circumstances where paragraph (a)(iii) does not apply as soon as reasonably practicable after any damage is occasioned to the Easement Five Area or any improvements erected by the Grantor from time to time thereon by the Corporation in exercise of any of its

Lengths are in metres

(Sheet 9 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

rights set out in this easement make good and rectify all such damage caused to the Easement Five Area or any improvements thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or, where that is not possible, to such lesser standard as shall be approved by the Proprietor of the Lot Burdened (such approval not to be unreasonably withheld). It is acknowledged that the Proprietor of the Lot Burdened might have rights under Section 41 of the Water Board (Corporatisation) Act 1994 as amended to claim compensation in respect of damage caused by the operations of the Corporation but any such rights are separate to and do not affect the obligations of the Corporation contained in this proviso except that the Proprietor of the Lot Burdened shall not be entitled, in respect of the same damage, to be compensated both under these terms and under the Water Board (Corporatisation) Act 1994 as amended;

(c) covenants and agrees that for the purposes of these terms unless a contrary intention appears:

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

Lengths are in metres

(Sheet 10 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740546 and  
Basement over Lot 14 in DP 839315

- (v) "Corporation's Works" means and includes the Corporation's access shafts, stairs, landings, and hatches within Lot 105 in Deposited Plan 837700 and the sub-surface stormwater conduits and tunnels accessed thereby and extending beyond Lot 105 in Deposited Plan 837700.

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

The Proprietor of the Lot Burdened:

- (a) grants full and free right for the Corporation from time to time and at all times for the purposes of facilitating the operation, maintenance and desilting of the Corporation's Works:
- (i) to enter, go, return, pass and repass over and upon that part of the lot herein burdened identified on the abovementioned plan by the letter "F" ("Basement Six Area") including over and upon any railway line, line of tracks, or other installation or structure used for the carriage or passage of light rail vehicles ("Rail") by its personnel with any equipment, implements, tools and machinery, (collectively referred to as "Equipment"), for the above purposes; and
- (ii) the right to:
- A. lay temporary pipe works, from time to time, located adjacent to or beneath the Rail; and
- B. maintain, repair and replace both permanent and temporary pipe works from time to time located adjacent to or beneath the Rail;
- (b) except to the extent that they are inconsistent with the Corporation's rights and obligations pursuant to this easement, covenants and agrees that the Corporation is entitled to generally exercise and perform in and upon the Easement Six Area any of the rights, powers and authorities conferred on or vested in the Corporation under and by virtue of the provisions of the Water Board (Corporatisation) Act 1994 as amended,

PROVIDED THAT:



Lengths are in metres

(Sheet 11 of 20 Sheets)

Plan:

DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

- (i) the Corporation acknowledges that the Proprietor of the Lot Burdened is entitled to, itself or to lease, licence or otherwise permit others to, operate a light rail transport system ("Light Rail System") and to own the Light Rail System air space corridor within the Lot Burdened, within and through the Easement Six Area and any rights granted by this easement are subject to the operation of such Light Rail System;
- (ii) in exercising its rights pursuant to this easement and subject to the arrangements for access and maintenance by the Corporation from time to time in place between the Corporation and the operator of the Light Rail System, the Corporation shall not interfere with the efficient, safe and effective construction, installation, commissioning, maintenance and operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;
- (iii) the Corporation shall not do or cause to be done anything on the Easement Six Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices or any licences, approvals, consents, permits and permissions issued thereunder of which the Corporation is aware;
- (iv) the Corporation indemnifies and keeps indemnified the Proprietor of the Lot Burdened against all actions suits claims and damages of whatsoever nature which may be brought against the Proprietor of the Lot Burdened and all costs charges and expenses which the Proprietor of the Lot Burdened may incur as a result of any negligent act or omission of the Corporation;
- (v) the Corporation covenants that it shall in circumstances where paragraph (iv) does not apply as soon as reasonably practicable after any damage is occasioned to the Easement Six Area or any improvements thereon by the Corporation in exercise of any of its rights set out in this easement make good and rectify all such damage caused to the Easement Six Area or any improvements thereon such that the lot burdened and the

Lengths are in metres

(Sheet 12 of 26 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

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

(vi) it is acknowledged that the Proprietor of the Lot Burdened might have rights under Section 41 of the Water Board (Corporatisation) Act 1994 as amended to claim compensation in respect of damage caused by the operations of the Corporation but such rights are separate to and do not affect the obligations of the Corporation contained in paragraph (v) above except that the Proprietor of the Lot Burdened shall not be entitled to be compensated both under these terms and under the Water Board (Corporatisation) Act 1994 as amended so that it receives double compensation for the same damage;

(vii) the Corporation acknowledges that its rights to use the Easement Six Area pursuant hereto are not exclusive but are granted in conjunction with the rights of the registered proprietor of the lot benefited by the easement secondly referred to in the abovementioned plan and to also use the Easement Six Area in accordance with its rights pursuant to that easement and the Corporation shall liaise and co-operate with such registered proprietor in the exercise of its rights hereunder; and

(viii) the Corporation gives the Proprietor of the Lot Burdened reasonable notice prior to exercising the rights granted hereunder;

(c) covenants and agrees that for the purposes of these terms unless a contrary intention appears:

(i) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender;

(ii) "Proprietor of the Lot Burdened" means and includes each and every one of those proprietors and their executors, administrators, successors and assigns, as the case may be and any lessee, licensee or any other party from time to time

Lengths are in metres

(Sheet 13 of 20 Sheets)

Plan:

DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

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

- (iii) where a proprietor of a lot burdened by this easement consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iv) "Corporation" means and includes Sydney Water Corporation Limited ACN 063 279 649, its administrators, successors and assigns and where not repugnant to the context includes the servants, agents, and contractors of Sydney Water Corporation Limited; and
- (v) "Corporation's Works" means and includes the Corporation's access shafts, stairs, landings, and hatches within Lot 105 in Deposited Plan 837700 and the sub-surface stormwater conduits and tunnels accessed thereby and extending beyond Lot 105 in Deposited Plan 837700.

7. Terms of easement severally referred to in the abovementioned plan

The proprietor of the lot burdened ("Grantor") grants full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part thereof ("Grantee") and all persons authorised by that person from time to time ("Agents") the following rights:

- (a) the right for the columns, foundations and footings structures now or any time in the future erected within the lot benefited or any part thereof ("Structures") to be supported in any direction by the soil and rock surrounding the footing structures in that part of the lot burdened on the abovementioned plan by the letter "G" ("Easement Seven Area");
- (b) the right with any tools, implements or machinery reasonably necessary for the purposes, to enter upon and within the Easement Seven Area for the purpose of constructing, inspecting, repairing, maintaining or renewing such Structures or any part thereof ("Works");

PROVIDED THAT:

Lengths are in metres

(Sheet 14 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

- (c) the Grantee acknowledges that:
- (i) the Grantor is entitled to, itself or to lease, licence or otherwise permit others to operate light rail transport system ("Light Rail System") within and through the Easement Seven Area and any rights granted by this easement are subject to the operation of the Light Rail System; and
  - (ii) The Grantor is entitled to place instruments on the Structures from time to time but without damaging the Structures, for the purpose of obtaining technical data relating to the operational performance of the Light Rail System;
- (d) in exercising its rights pursuant to this easement, the Grantee and its Agents shall not interfere with the efficient, safe and cost effective construction, installation, commissioning, maintenance and operation of the Light Rail System;
- (e) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practical after such damages is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected on it such that the lot burdened and the improvements erected on it are restored to the same but not higher specification, performance and quality as existed at the time of damage, or where that is not possible, to such lesser standard as shall be approved by the Grantor (such approval not to be unreasonably withheld);
- (f) the Grantee shall not do or cause to be done anything on the Easement Seven Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices or any licences, approvals, consents, permits and permissions issued thereunder;
- (g) the Grantee shall not without the Grantor's consent (acting reasonably) impede access to others (including but not limited to pedestrians and customers of the Light Rail System) or traffic flow (including but not limited to passage of Light Rail System vehicles) within the Easement Seven Area and shall ensure that any vehicles brought onto the Easement Seven Area are not left stationary so as to impede such access or traffic flow;

Lengths are in metres

(Sheet 15 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

- (h) the Grantee shall ensure that all Works are conducted in a proper and workmanlike manner and in accordance with:
- (i) the requirements of all Authorities and Laws, including but not limited to the Rail Safety Act 1993; and
  - (ii) all safety requirements of State Rail Authority and the operator of the Light Rail System in relation to access to and maintenance and repairs in the vicinity of railways, provided that such requirements are not more onerous than those imposed from time to time by State Rail Authority in relation to the Light Rail System or other transport services operated by or on behalf of State Rail Authority;
- (i) the Grantee shall ensure that the Structures are constructed so that:
- (i) all Structures are located in the lot benefited;
  - (ii) the Structures are located on the column bases existing and located within the lot benefited from time to time;
  - (iii) scaffolding is not placed in or on the lot burdened at any time to support construction in the lot benefited to impede access to others or traffic flow without the Grantor's consent (which consent may not be unreasonably withheld);
- (j) the Grantee shall, at its cost at all times carry out Repairs to the Structures so as to maintain the Structures to a serviceable standard and structurally sound and carry out Repairs which are required because of the existence of the Structures;
- (k) the Grantee must give to the Grantor reasonable written notice before exercising any rights under paragraph (b) of this easement (except in the case of emergency, in which case no notice need be given). That notice must include a statement of the Works to be carried out and the proposed construction methods for the Works, the times and time periods likely to be required to conduct the Works and the likely date of completion of those Works. The Grantor must consent (acting reasonably) to the time periods for access in relation to the Works;
- (l) any person entering upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the Grantee releases the Grantor and its contractors, representatives, officers, employees, assigns,

Lengths are in metres

(Sheet 16 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement;

- (m) the Grantee shall indemnify and keep indemnified the Grantor from all actions (whether in torts or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the Grantor or payable or suffered by the Grantor arising out of the rights granted to the Grantee by this easement (including but not limited to the conduct of the Works or the carrying out of Repairs);
- (n) the release in paragraph (j) and the indemnity in paragraph (m) will not apply to the extent that the matter covered by them is caused or contributed to by the wilful or negligent act or omission of the Grantor, its contractors, representatives, officers, employees, assigns, licensees and lessees;
- (o) for the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:
  - "Authority" means a government, semi-government, local government, statutory, public, ministerial, civil or other authority or body;
  - "Law" or "Laws" means any statute, ordinance, rule or regulation and includes any orders, notices or directions made thereunder;
  - "Repairs" means the repair, maintenance, renovation, alteration, renewing, reinstatement (including preventative repair and maintenance) of the Structures;
  - "State Rail Authority" means the State Rail Authority of New South Wales, the New South Wales Department of Transport or any other statutory body controlling light rail systems in New South Wales.

8. Terms of easement eighthly referred to in the abovementioned plan:

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

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is identified on

Lengths are in metres

(Sheet 17 of 10 Sheets)

Plan: DP 868355  
DP 868355  
17355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

the abovementioned plan by the letter "H" ("Easement Eight Area") to  
the registered proprietor of the lot benefited ("Grantee"):

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

**PROVIDED THAT:**

- (iii) the Grantee acknowledges that the Grantor is entitled to, itself or to lease, license or otherwise permit others to operate a light rail transport system ("Light Rail System") within and through the Easement Eight Area and any rights granted by this easement are subject to the operation of the Light Rail System;
- (iv) in exercising its rights pursuant to this easement, the Grantee and Agents shall not interfere with the efficient, safe and cost effective construction, installation, commissioning, maintenance and operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;
- (v) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and

Lengths are in metres

(Sheet 18 of 20 Sheets)

Plan:

DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;

- (vi) the Grantee shall not do or cause to be done anything on the Easement Eight Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (vii) the Grantee shall not impede access to others or traffic flow within the Easement Eight Area and shall ensure that any vehicles brought onto the Easement Eight Area are not left stationary so as to impede such access or traffic flow;
- (viii) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims, losses, compensation, costs and damages of whatsoever nature which may be brought against or incurred by the Grantor and all costs charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee and Agents and in support of such indemnity, the Grantee shall procure the effecting of and keeping current of a public liability insurance policy which is applicable to that part of the Easement Eight Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any single one accident or event and which is with a reputable insurance company; and
- (ix) the Grantee acknowledges that its rights to use the Easement Eight Area pursuant hereto are in conjunction with the rights of Sydney Water Corporation Limited to also use the Easement Eight Area in accordance with its rights pursuant to the easement fifthly and sixthly referred to in the abovementioned plan and the Grantee will liaise and co-operate with the Sydney Water Corporation Limited in the exercise of its rights hereunder;

- (b) agrees that no building structure or other improvement shall be constructed upon or under the Easement Eight Area so as to prevent the Grantee from exercising its rights in accordance with this easement but the Grantee acknowledges that the laying of concrete slabs, acoustic



Lengths are in metres

(Sheet 19 of 20 Sheets)

Plan: DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Basement over Lot 14 in DP 839315

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

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
RESTRICTION ON USE THIRDLY AND FOURTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:

Sydney Water Corporation Limited ACN 063 279 649

Lengths are in metres

(Sheet 20 of 20 Sheets)

Plan:

DP 868355

Plan of Subdivision of Lots 6, 11, 12 & 13  
in DP 839315 and Lot 12 in DP 740346 and  
Easement over Lot 14 in DP 839315

Signed for and on behalf of CITY  
WEST DEVELOPMENT  
CORPORATION ARBN 005 257 661;  
under delegated authority and without  
assuming personal liability and I hereby  
certify that I have no notice of the  
revocation of such delegation: was  
~~affixed hereto in the presence of:~~

*Adele Walker*  
Signature of Witness

ADELE WALKER  
(Name of Witness in Full)

*Terence Charles MARTIN*  
Signature of Delegate

Terence Charles MARTIN  
(Name of Delegate in Full)

EXECUTED by  
STATE RAIL AUTHORITY OF NEW  
SOUTH WALES pursuant to section 12  
of the Transport Administration Act  
1988 in the presence of:

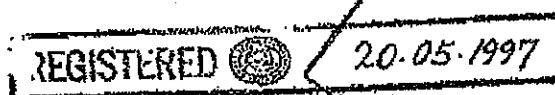
The Common Seal of STATE RAIL AUTHORITY  
OF NEW SOUTH WALES was hereunto affixed  
in the presence of:-

(Signature of Witness)

*D Stan*  
General Manager  
Corporate Finance  
(Signature of Chief Executive  
or Authorised Officer)

(Name of Witness in full)

(Name of Chief Executive or  
Authorised Officer in Full)



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**INSTRUMENT SETTING OUT TERMS OF AN EASEMENT CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in Metres

Sheet 1 of <sup>3</sup>2 Sheets

**DP 267800**

Plan of Easement within Lot 14 in Deposited  
Plan 839315

**Full Name and Address of  
Proprietor of the Land**

City West Development Corporation of 137  
Pymont Road Pymont

**PART 1**

1. **Identity of Easement Firstly  
referred to**

Easement to support encroaching Structure

**SCHEDULE OF LOTS ETC AFFECTED**

**Lot burdened**

**Lot benefited**

Lot 14 in Deposited Plan 839315

Lot 100 in Deposited Plan 868355


**PART 2**

1. **Terms of Easement firstly referred to in abovementioned plan**

Easement to support encroaching Structure

1. **The proprietor of the lot benefited:**

- a) may insist that the parts of the structure on the lot benefited which, when this Easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this Easement; and
- b) must keep the encroaching Structure in good repair and safe condition; and
- c) may do anything reasonably necessary for those purposes including:
  - entering the lot burdened;
  - taking anything onto the lot burdened; and
  - carrying out work.

2. In exercising any of the rights granted by this Easement the proprietor of the lot benefited must restore, as soon as practicable after the date any damage is occasioned, the lot burdened as nearly as is practicable to its former condition so as to maintain the support of the masonry block wall erected on the Structure and so as to comply with the requirements of any Authority.
- 

**INSTRUMENT SETTING OUT TERMS OF AN EASEMENT CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1912**

Lengths are in Metres

Sheet 2 of 3 Sheets

**DP 267800**

Plan of Easement within Lot 14 in Deposited  
Plan 899315

3. The proprietor of the lot burdened must not do or allow anything to be done to damage or interfere (except as provided under this Easement) with the encroaching Structure.
4. The proprietor of the lot burdened on giving reasonable written notice to the proprietor of the lot benefited has the right to enter within the Easement One Area and/or enter upon the Structure with any tools, implements or machinery reasonably necessary for its purposes which include (without limitation) inspecting, repairing, maintaining, renewing, modifying or replacing the masonry block wall or any other property of the proprietor of the lot burdened.
5. The proprietor of the lot benefited must give to the proprietor of the lot burdened reasonable written notice before exercising any rights contained in the Easement except in the case of emergency.
6. The proprietor of the lot burdened may construct Services on, through, under and/or over the Structure and may use the Structure to support these Services and such Services will not unreasonably interfere with the Structure. The proprietor of the lot burdened will repair any damage caused to the Structure by such construction at its own expense.
7. Any person entering upon the lot burdened pursuant to the rights granted by this Easement shall do so at his own risk and the proprietor of the lot benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this Easement.
8. The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in torts or otherwise) suits, claims, demands, penalties, proceedings, losses, damages, compensations, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the rights granted in this Easement.
9. The release in clause 7 and the indemnity in clause 8 will not apply to the extent that the matter covered by them is caused or contributed by the wilful or negligent act or omission of the proprietor of the lot burdened, its contractors or representatives, officers, employees, assigns, licensees and lessees.
10. The proprietor of the lot burdened shall not be required to drain the Structure and any drainage necessary for the Structure shall be effected by the proprietor of the lot benefited.
11. The proprietor of the lot benefited shall ensure that at all times the Structure supports the masonry block wall erected on the Structure and within the lot burdened.

**INSTRUMENT SETTING OUT TERMS OF AN EASEMENT CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in Metres

Sheet 3 of 3 Sheets

**DP 267800**

Plan of Easement within Lot 14 in Deposited  
Plan 839315

For the purposes of this Easement, unless the contrary intention appears, the following terms have the following meanings:

"Authority" means a government, semi-government, local government, statutory, public, ministerial, civil or other authority or body.

"Easement" is the Easement created by this Instrument.

"Easement One Area" means that area identified in the Plan of Easement within lot 14 in Deposited Plan 839315 by the letter "P".

"Services" includes (but is not limited to) electricity, gas, water or any other utility connection to the lot burdened (as is reasonably necessary).

"Structure" means that part of the concrete deck, columns and supporting beams located on the lot benefited which encroach on the lot burdened at the date of this Easement.

Signed by City West Development Corporation )  
under delegated authority and without assuming )  
personal liability and I hereby certify that I have )  
no notice of the revocation of such delegation. )  
in the presence of: )

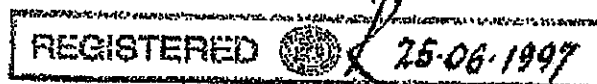
Jane Carr  
Signature of Witness

[Signature]  
Signature of Delegate

JANE CARR  
Name of Witness

Terence C. Macdonald  
Name of Delegate

13, 2-60  
BROWN ST  
NEWTOWN.



## COUNCIL'S CERTIFICATE

STAFF OF THE COUNCIL have examined the plan and the accompanying documents and are satisfied that the plan complies with the provisions of the Strata Management Act 2009 and the Strata Management Regulations 2010 and that the plan is a true and correct representation of the land to which it relates.

1. The plan is a true and correct representation of the land to which it relates.

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## SURVEYOR'S CERTIFICATE

I, JAMES J. HARRIS, of the office of the Surveyor-General, do hereby certify that the plan is a true and correct representation of the land to which it relates.

1. The plan is a true and correct representation of the land to which it relates.

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PLAN OF SUBDIVISION OF LOT 203 IN D.P.1010986

SP62950

L.G.A. SYDNEY CITY Suburb/locally PYRMONT

Registered: 2.8.2000

C.A. SEE CERTIFICATE

Parish: ST ANDREW County: CUMBERLAND

Purpose: STRATA PLAN

Reduction Ratio 1:

Lengths are in metres

Ref Map: PARISH

Last Plan: DP1010986

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

"THE OWNERS" OF STRATA PLAN No. 62950  
"WATERMARK TOWER"  
No 2 JONES BAY RD, PYRMONT, N.S.W 2009.

FOR LOCATION PLAN SEE SHEETS 4-8

SIGNATURES AND SEALS ON SHEET 2

THIS SCHEME IS THE SUBJECT OF A STRATA MANAGEMENT STATEMENT 2 SHEETS

RESIDENTIAL Model By-Laws adopted for this scheme

\* Keeping of Animals - By-Laws

\* Schedule of By-Laws in 3 sheets filed with plan

\* By-Laws - copy

\* strike out whichever is inapplicable

SURVEYOR'S REFERENCE: 37511C "CHECKLIST"

Plan Drawing only to appear in this space

## SP62950

2015-2016

Signature of witness

SONIA BOPOVSKA  
Nina M. Carabazis

Siglaux et al. Arch: Arch

Efficient Cause  
Name of Atom  
Book 4254 N<sup>o</sup> 23

Signaled by gray matter  
slit (seeing as myelocytes)  
~~Schwann cells~~  
pathways for and on behalf of  
SOMAT NERVE FIBERS  
furthering with associated  
anatomy and without assuming  
any personal liability and I  
hereby certify that I have no  
actual or legal association w/  
such delinquency.

55201.146

Notations in off with notation  $T^+$  is used for the corresponding

Reduction Ratio 1:

**Language arts in context**

Regulated Subways

General Manager, Authorized Person

SURVEYOR'S REFERENCE: 27511C



SP62950

SCHEDULE OF UNIT ENTITLEMENT		30	1003	62	2531	93	215
LOT N°	UNIT ENTITLEMENT	31	1027	63	1457	94	167
1	1671	32	1146	64	1361	85	167
2	1122	33	1862	65	1815	96	167
3	1385	34	1289	66	1433	97	167
4	1289	35	1408	67	167	98	167
5	1289	36	1361	68	167	99	167
6	1266	37	1365	69	167	100	167
7	931	38	1074	70	167	101	167
8	613	39	1051	71	157	102	167
9	1027	40	1170	72	167	103	167
10	1576	41	1815	73	167	104	167
11	1242	42	1313	74	215	105	167
12	1237	43	1433	75	215	106	167
13	1242	44	1385	76	167	107	167
14	1286	45	1409	77	167	108	167
15	955	46	1098	78	167	109	167
16	931	47	1074	79	167	110	167
17	1061	48	1184	80	167	111	167
18	1576	49	2030	81	167	112	167
19	1184	50	1337	82	167	113	167
20	1313	51	1457	83	167	114	167
21	1268	52	1408	84	167	115	167
22	1286	53	1433	85	215	116	167
23	978	54	935	86	215	117	167
24	988	55	1003	87	215	118	167
25	1098	56	1170	88	167	119	167
26	1685	57	2412	89	167	120	167
27	1218	58	1671	90	167	121	167
28	1337	59	1968	91	167	122	167
29	1289	60	2770	92	215	AGGREGATE	100,000
30	1313	61	1886	92	215		

Reduction Ratio 1:

Months at

Reduction Ratio 1:

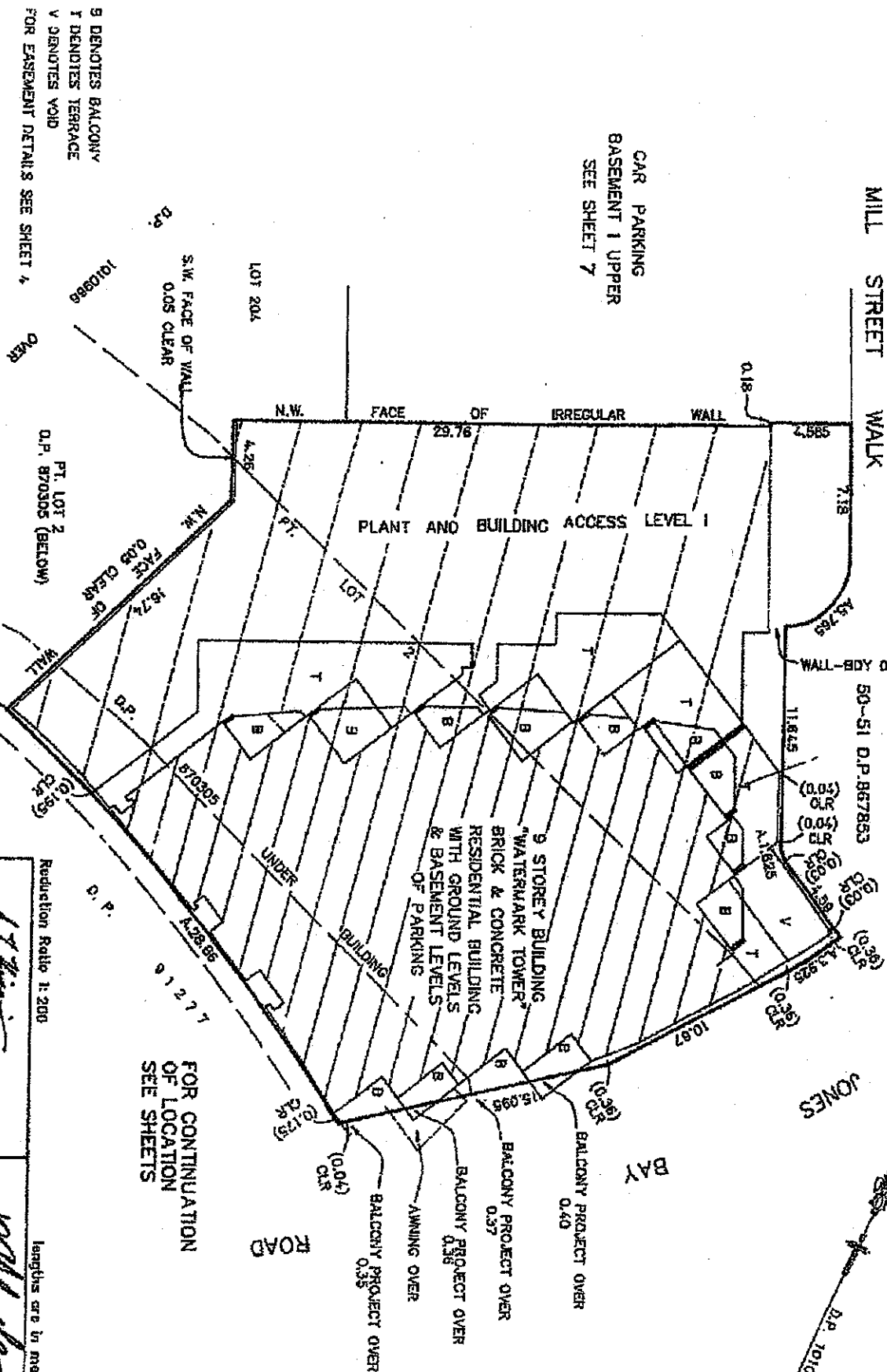
Lengths are in meters

Survey conducted under Surveyors Act 1929

SURVEYORS REFERENCE: 37511C

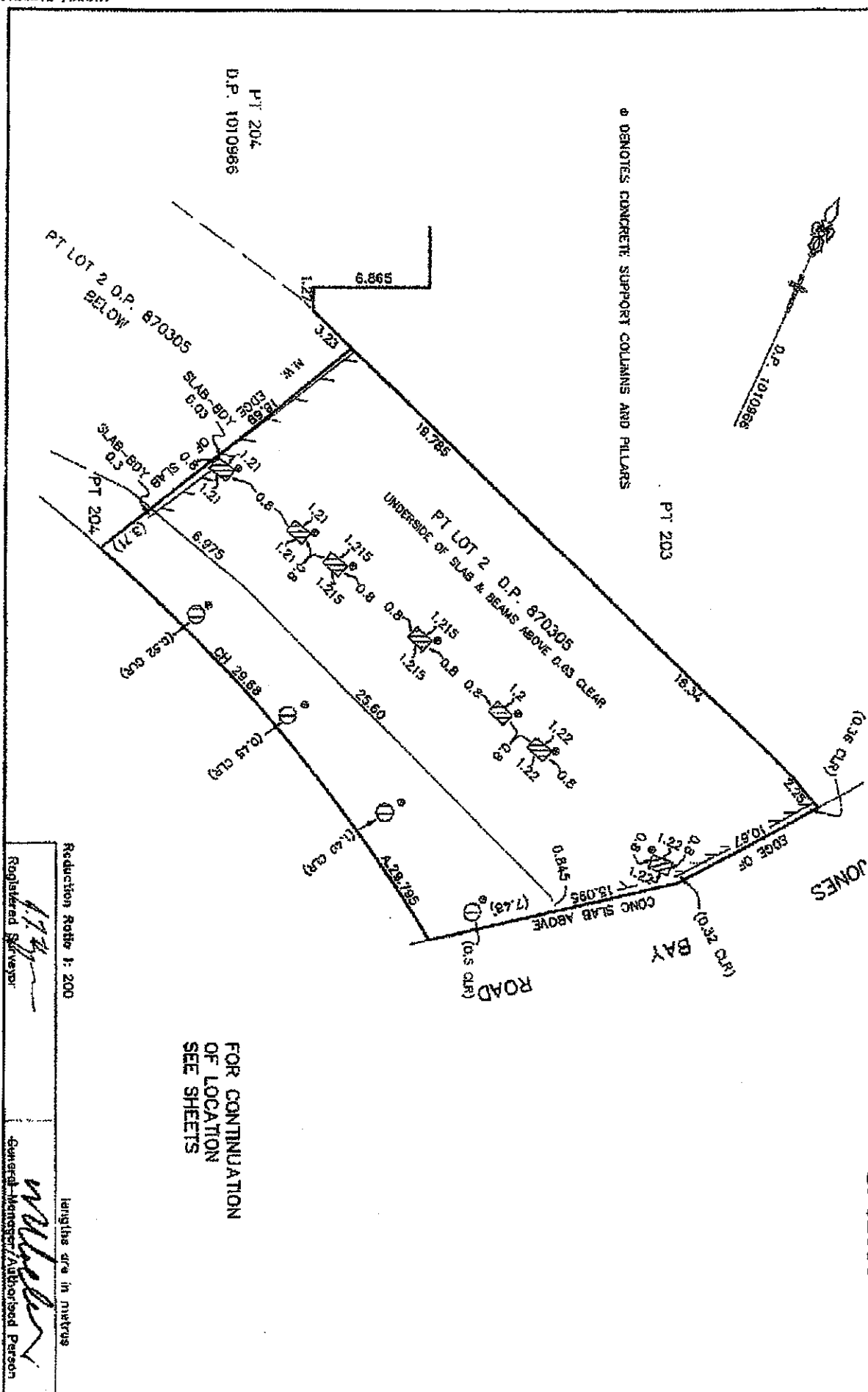
WARNING CREASING OR FOLDING WILL LEAD TO REJECTION  
LOCATION PLAN  
(MAIN BUILDING)

Sheet No. 4 of 19  
SP62950



CONTINUATION OF LOCATION PLAN  
SUPPORT COLUMNS AND SLAB OVER PT LOT 2 D.P. 870305

**SP62950**



FOR CONTINUATION  
OF LOCATION  
SEE SHEETS

Reduction Ratio 1: 200

languages are in partnership

**Registered Surveyor**

**General Manager/Authorized Person**

SUPREMACY'S REFERENCE: 375110

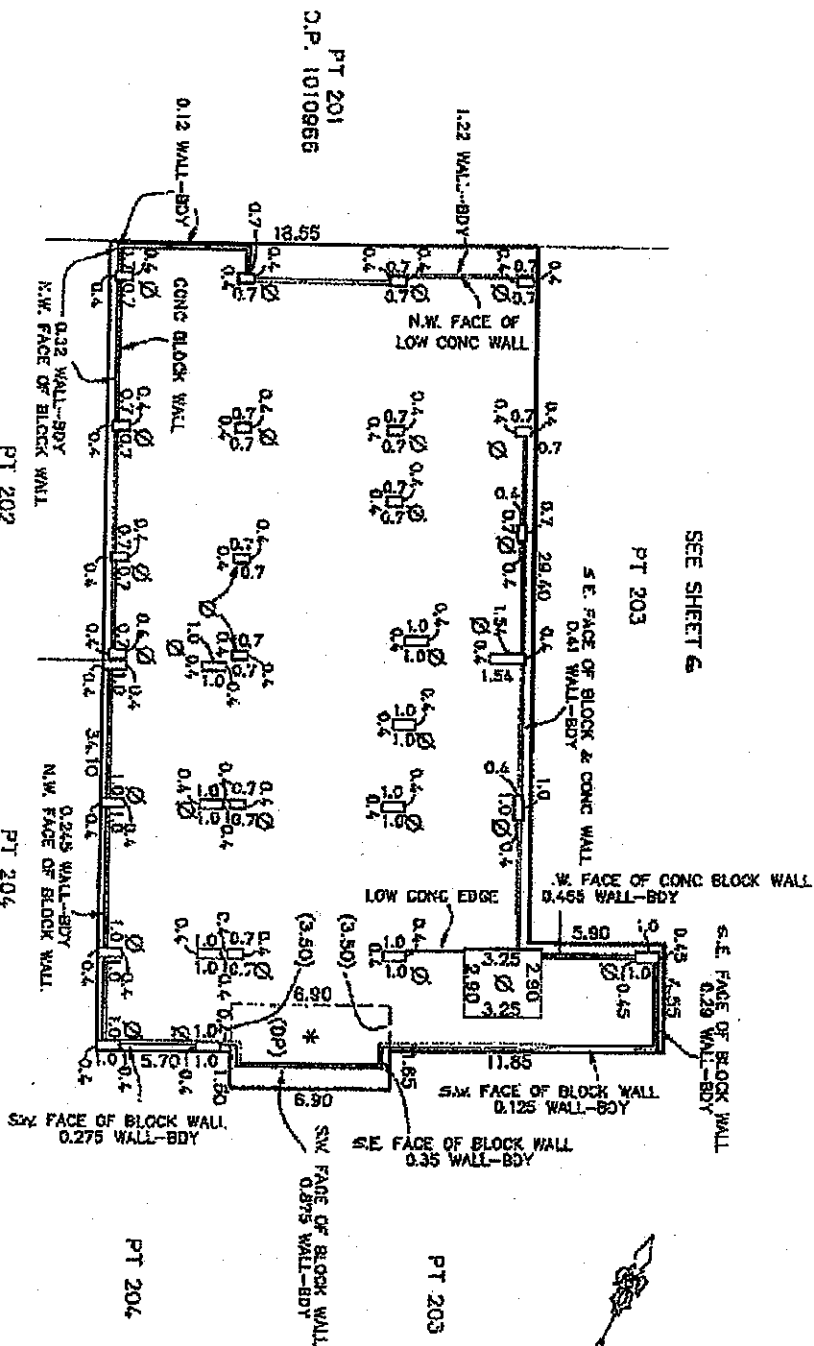
SP2

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 6 of 19 Sheets

CONTINUATION OF LOCATION PLAN

SP62950



BASEMENT 1 LOWER LEVEL

FOR CONTINUATION  
OF LOCATION  
SEE SHEETS

Ø DENOTES PT 202 O.P.1010966  
 (Ø) DENOTES EASEMENT TO DRAIN WATER VDE O.P.1010966

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor  
 177

SURVEYOR'S REFERENCE: 37511C

Surveyor/Engineer/Authorised Person

W. L. L. L.

## SP62950



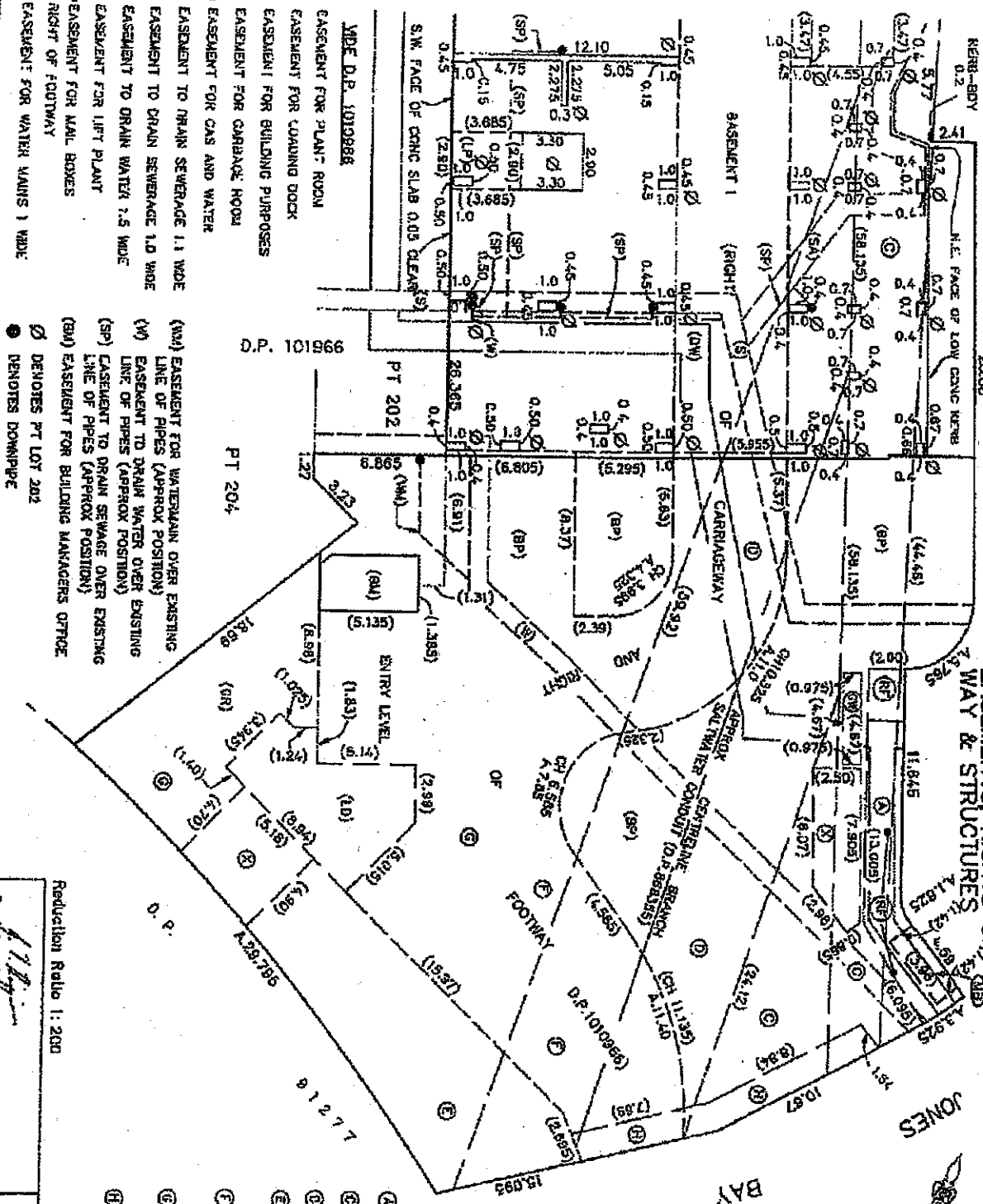
lengths are in metres

General Manager/Authorized Person

**SURVEYOR'S REFERENCE: 375110**

SP62950

RESTRICTION ON USE C  
EASEMENT FOR ACCESS AND  
STORMWATER MAINTENANCE VARIABLE  
WIDTH  
EASEMENT FOR ACCESS AND  
STORMWATER MAINTENANCE  
VARIABLE WIDTH  
EASEMENT FOR SUPPORT  
OF COLUMNS AND CONSTRUCTION  
ACCESS WIDE  
EASEMENT FOR ACCESS  
AND SERVICES 1.5 WIDE  
WIDE DR. 668356 & DEALING 3582223  
lengths are in metres



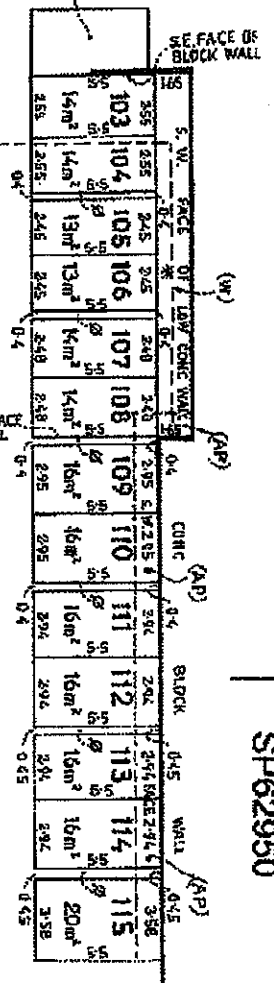
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 19 Sheets

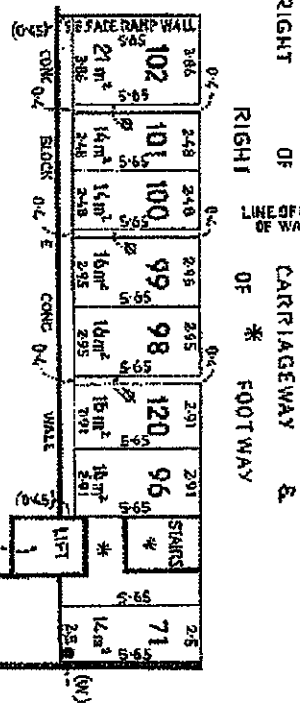
SP62950

EASEMENT FOR  
RIGHT TO USE  
FIRE PASSAGE  
(WIDE OR 1010966)



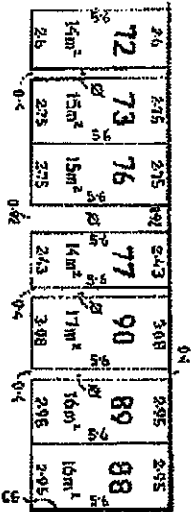
(W) EASEMENT TO DRAIN WATER OVER  
EXISTING LINE OF PIPES (APPROX. POSITION);  
(AP) EASEMENT FOR ACCESS TO PLANT 1 WIDE  
• DENOTES DOWN PIPE

(W) RAMP DOWN TO  
BASEMENT 1  
LOWER

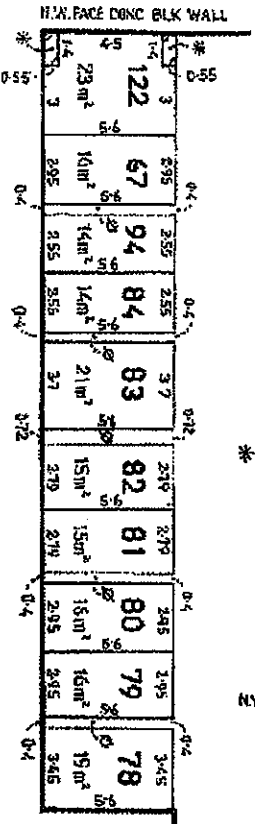


SEE SHEET 10

RAMP UP TO  
BASEMENT 1  
UPPER



BASEMENT 1 LOWER



BASEMENT 1 UPPER  
DP1010966

AREAS ARE APPROXIMATE ONLY FOR THE  
PURPOSES OF THE STRATA TITLES ACT.  
\* DENOTES COMMON PROPERTY.  
Ø DENOTES PT. LOT 202 & COMMON PROPERTY.  
ALL LOTS LIMITED IN HEIGHT TO 21 ABOVE  
THE CONCRETE FLOOR OF EACH.  
L DENOTES RIGHT ANGLE.

Reduction Ratio 1: 200

Lengths are in metres

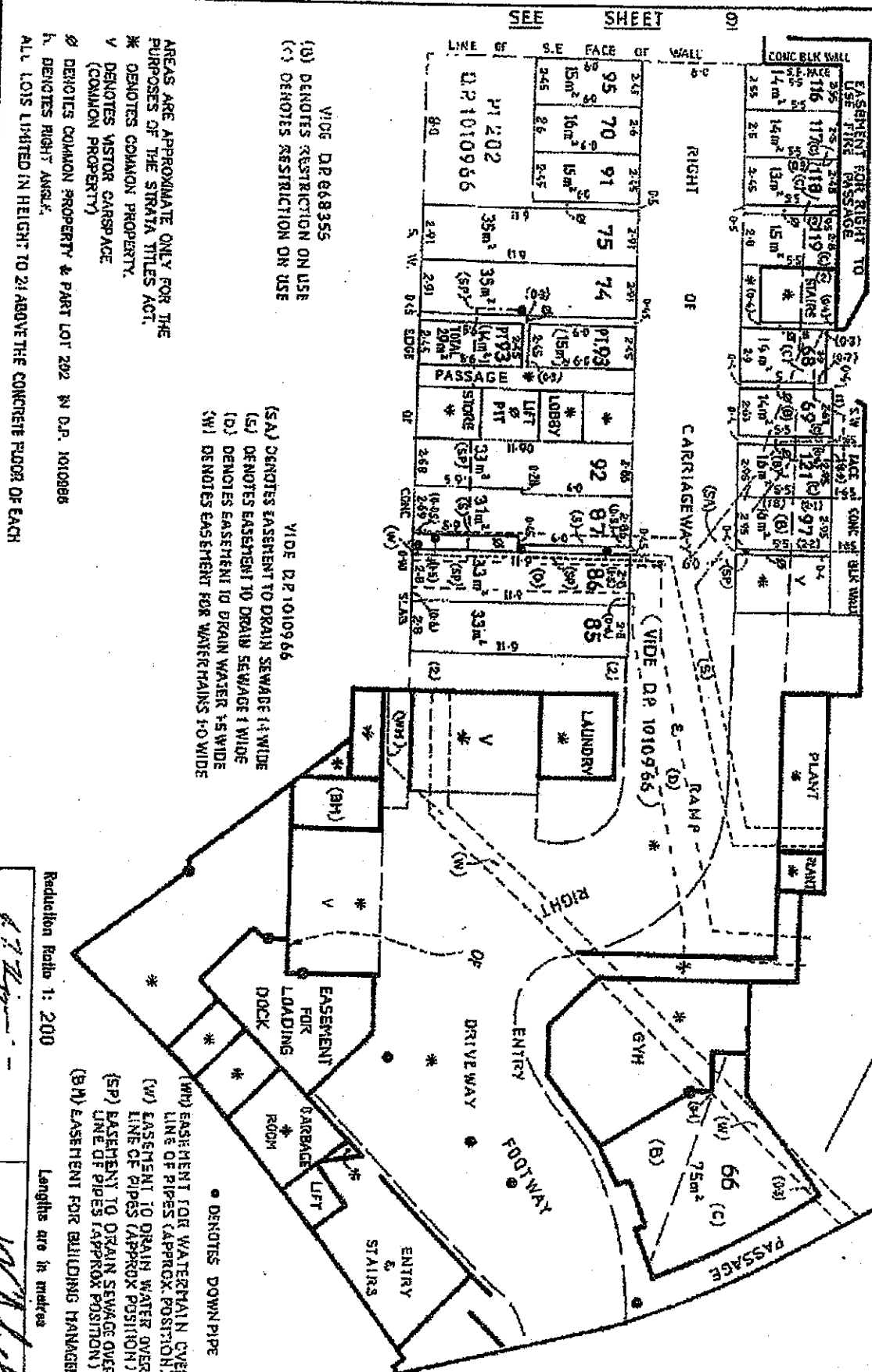
Registered Surveyor

Subscribed and Authenticated Pursuant to the provisions of the Survey Act 1978

SURVEYORS REFERENCE: 37511 C

**BASEMENT 1 (UPPER LEVEL)**

SP62950



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT.  
 \* DENOTES COMMON PROPERTY.  
 v DENOTES VISTOR CARSPACE.  
 @ DENOTES COMMON PROPERTY & PART LOT 202 IN D.P. 10102866  
 h DENOTES RIGHT ANGULAR.  
 ALL LOTS LIMITED IN HEIGHT TO 21 ABOVE THE CONCRETE FLOOR OF EACH

YIDE D.P.1010966

- DENOTES DOWN PIPE
- (WH) EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES (APPROX. POSITION)
- (W) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (APPROX POSITION)
- (SP) EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES (APPROX POSITION)
- (Bt) EASEMENT FOR BUILDING MANAGERS OFFICE

Reduction Ratio 1: 200

**Lengths are in meters**

Ref: 26542 /Src: M

**Survivor Registered under Survivors Act 1925**

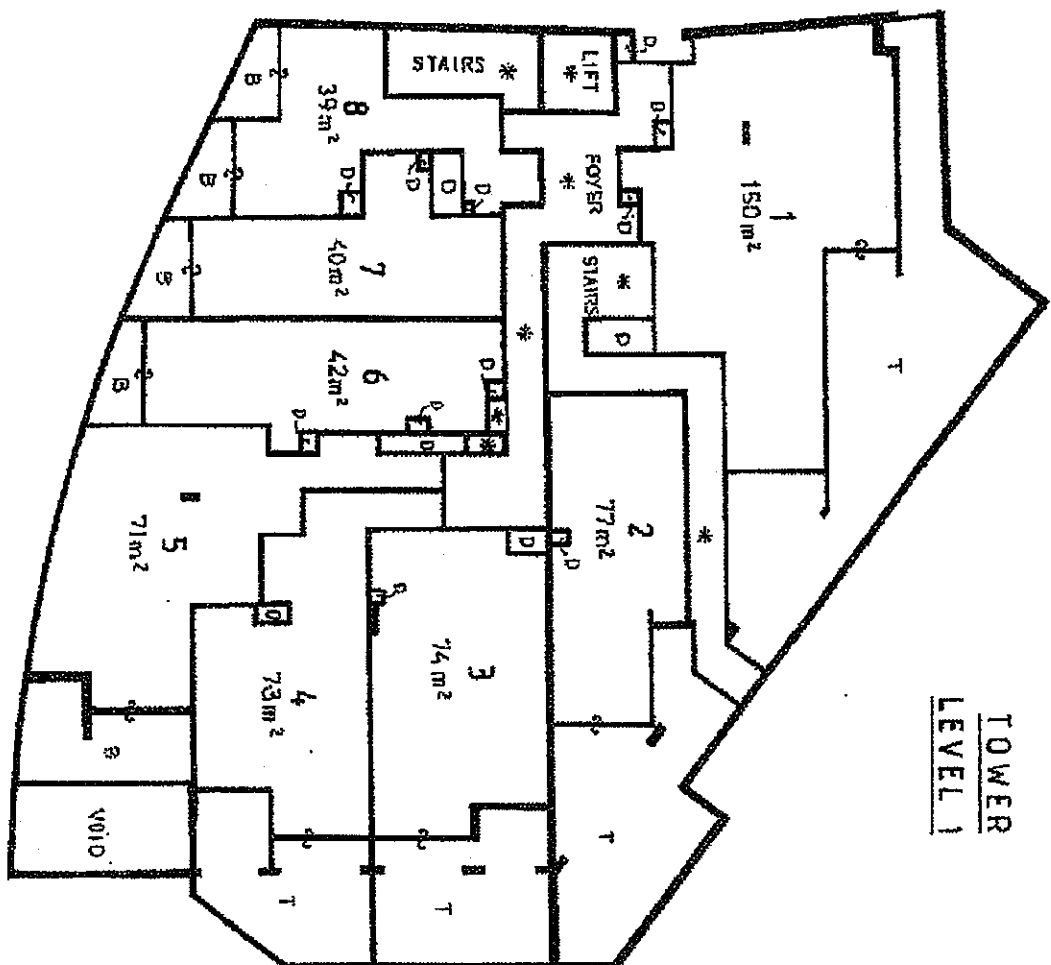
**SURVEXOR'S REFERENCE 37511 C**

**General Manager/Authorized Person**



SP62950

**TOWER**  
**LEVEL 1**



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT.

\* DENOTES COMMON PROPERTY.

D DENOTES DUCT (COMMON PROPERTY)

B DENOTES COVERED BALCONY.

T DENOTES TERRACE, LIMITED IN HEIGHT TO 2.4 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF SAME.

Reduction Ratio 1: 150

Lengths are in metres

Registered Surveyor

General Manager/Registered Person

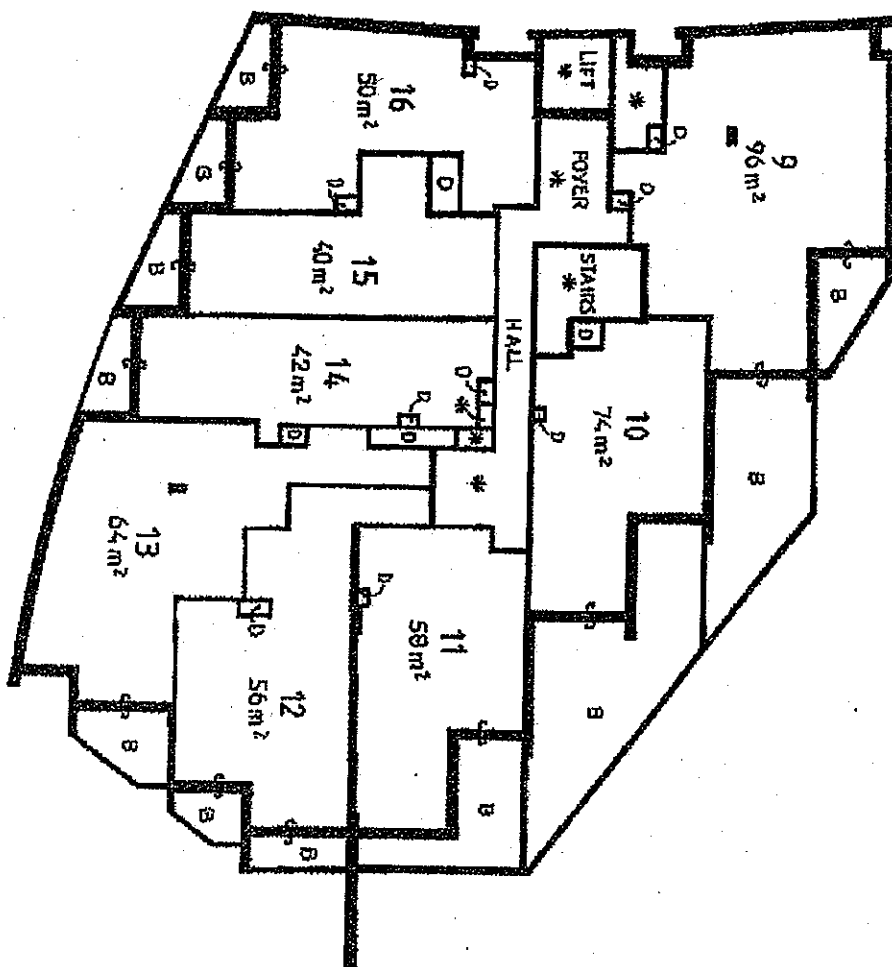
SURVEYORS REFERENCE: 37511C

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 19 Sheets

# **TOWER** **LEVEL 2**

SP62950



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT.  
 \* DENOTES COMMON PROPERTY.  
 D DENOTES DUCT (COMMON PROPERTY)  
 B DENOTES COVERED BALCONY, LIMITED IN HEIGHT TO 2.4 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF SAME.

Reduction Ratio 1: 150

Lengths are in metres

Registered Surveyor  
4.7.77W. H. H. H.  
General Manager/Authorised Person

SURVEYORS REFERENCE 37511C

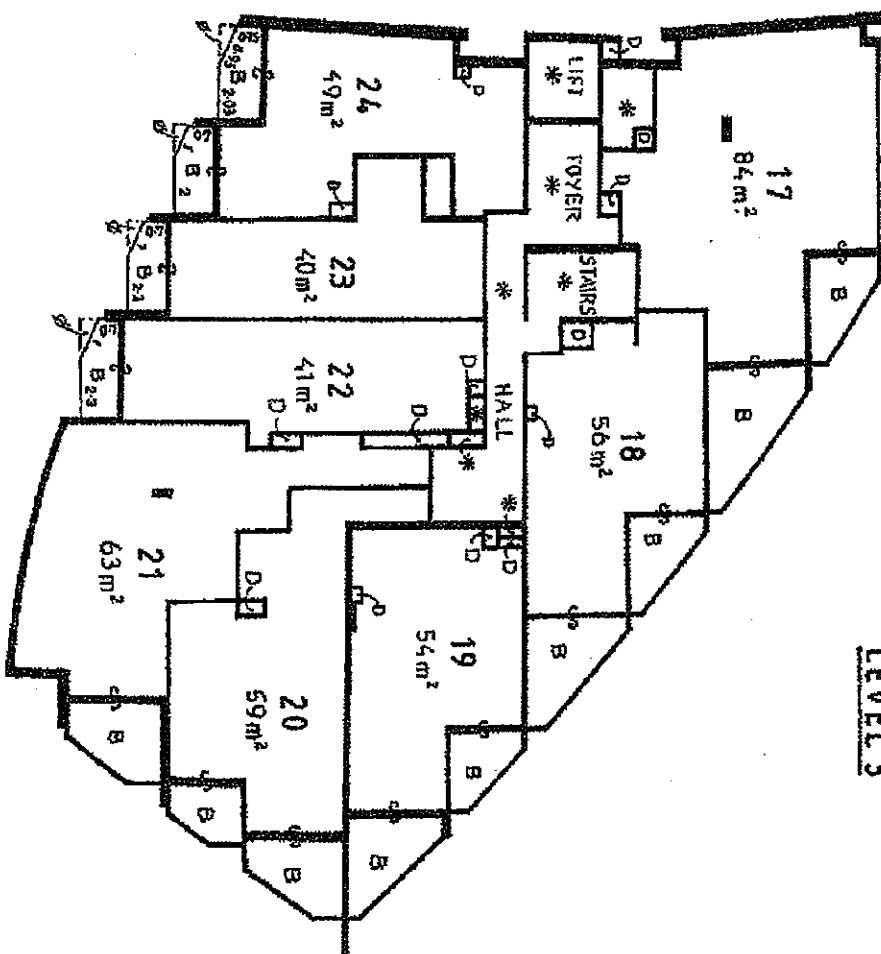
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 19 Sheets

SP62950

**TOWER**  
**LEVEL 3**



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT.  
\* DENOTES COMMON PROPERTY.  
D DENOTES DUCT (COMMON PROPERTY)  
B DENOTES COVERED BALCONY.  
Ø DENOTES PART OF THE BUILDING WHICH ENCROACHES OVER THE PARCEL BOUNDARY AND IS FOR THE EXCLUSIVE USE OF THE ADJOINING LOTS.

THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION TO TITLE.

Reduction Ratio 1: 150

Lengths are in metres

Registered Surveyor

Geometric Authority/Approved Person

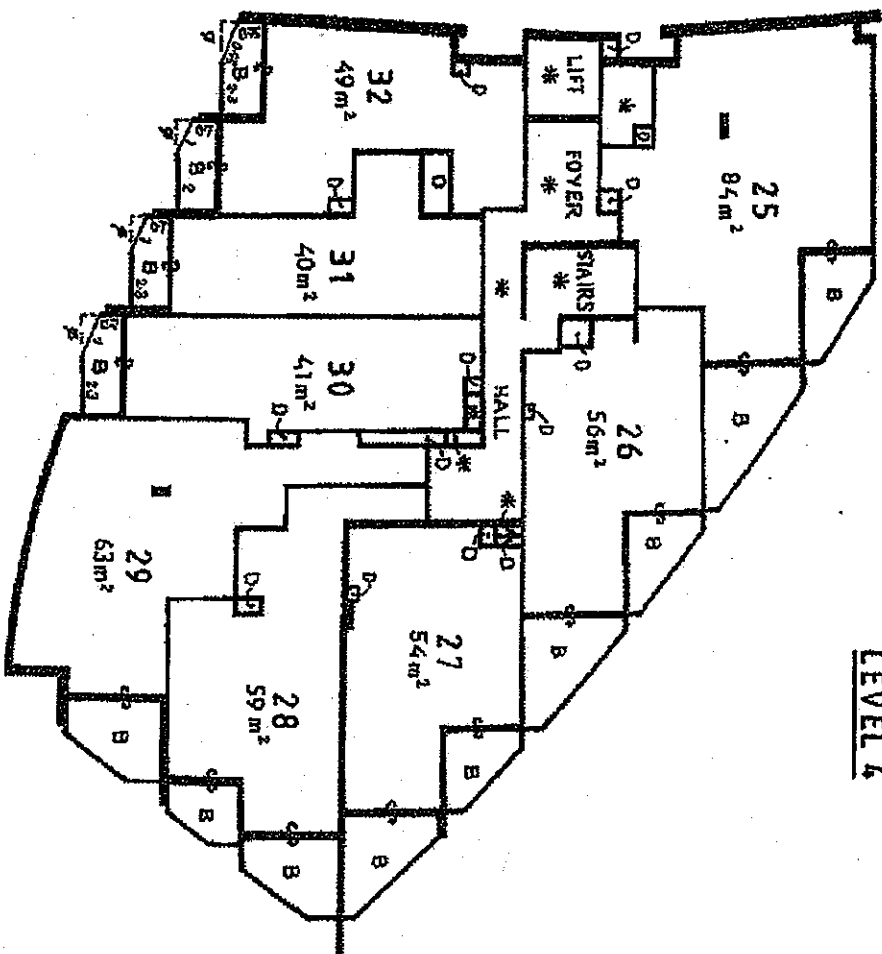
SURVEYOR'S REFERENCE 37511C

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 11 of 12 Sheets

TOWER  
LEVEL 4

SP62950



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TILES ACT.

\* DENOTES COMMON PROPERTY.

D DENOTES DUCT (COMMON PROPERTY)

B DENOTES COVERED BALCONY.

X DENOTES PART OF THE BUILDING WHICH ENDOACHES OVER THE PARCEL BOUNDARY AND IS FOR THE EXCLUSIVE USE OF THE ADDJNING LOTS.

THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION TO TITLE.

Reduction Ratio 1: 150

**Lengths are in metres**

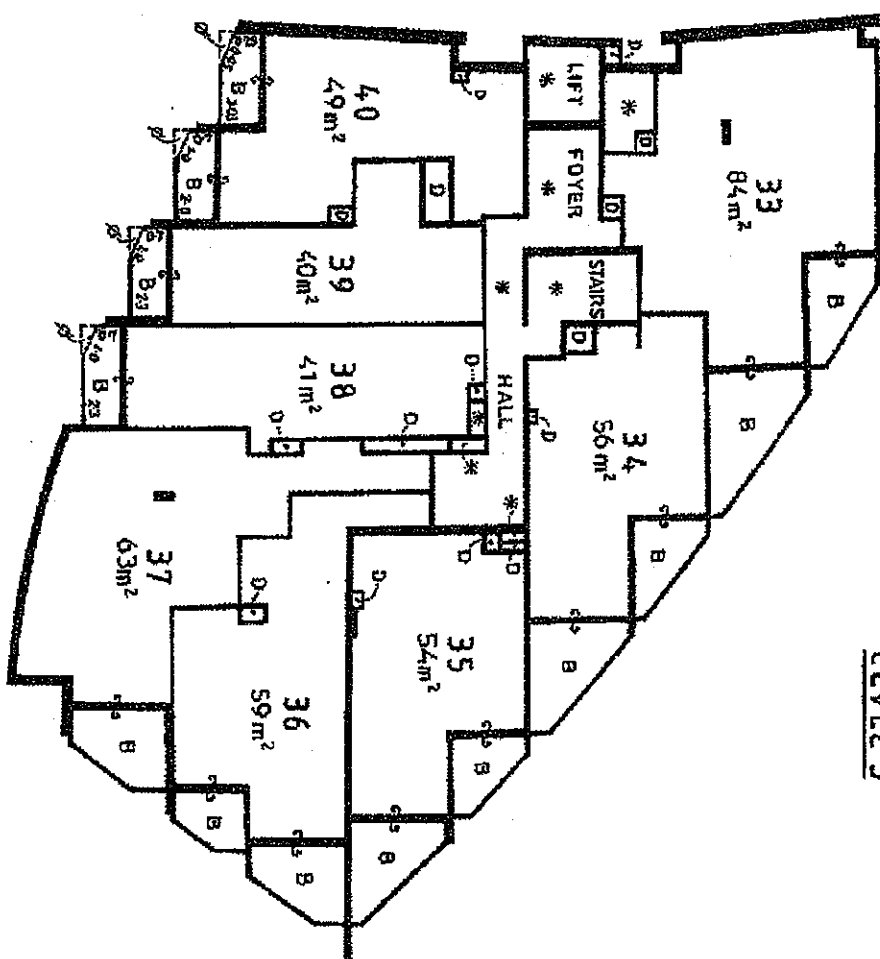
Registered Surveyor

Special Assistant Attorney General

**SURVEYOR REFERENCE: 37511C**

SP62950

# **TOWER** **LEVEL 5**



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TILES ACT.

\* DENOTES COMMON PROPERTY.

D DENOTES DUCT (COMMON PROPERTY)

B DENOTES COVERED BALCONY.

Ø DENOTES PART OF THE BUILDING WHICH ENCROROCHES OVER THE PARCEL BOUNDARY AND IS FOR THE EXCLUSIVE USE OF THE ADJOINING LOTS.

THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION TO TITLE.

Reduction Ratio 1: 150

Registered Surveyor

SURVEYORS REFERENCE: 37511C

Lengths are in metres

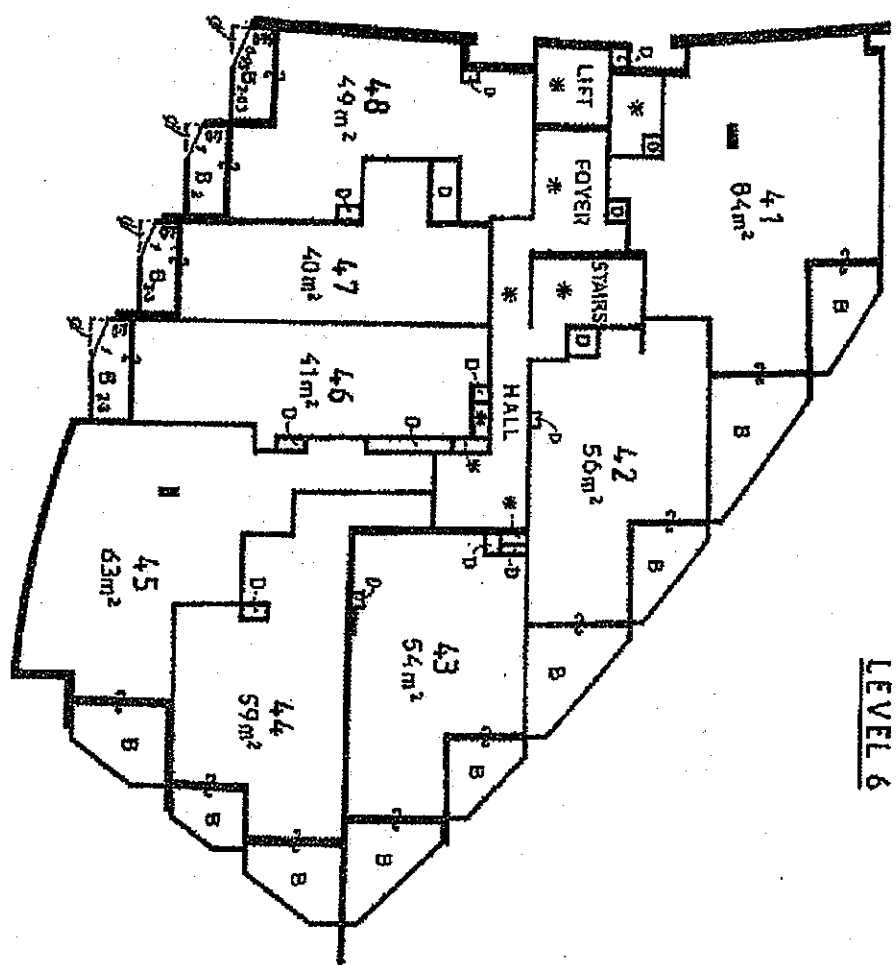
General Manager/Authorised Person

WARNING: CHEATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 19 Sheets

SP62950

**TOWER**  
**LEVEL 6**



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT.  
\* DENOTES COMMON PROPERTY.  
D DENOTES DUCT (COMMON PROPERTY)  
B DENOTES COVERED BALCONY.  
# DENOTES PART OF THE BUILDING WHICH ENDS/REACHES OVER THE PARCEL BOUNDARY AND IS FOR THE EXCLUSIVE USE OF THE ADJOINING LOT/S.

THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION TO TITLE.

Reduction Ratio 1: 150

Lengths are in metres

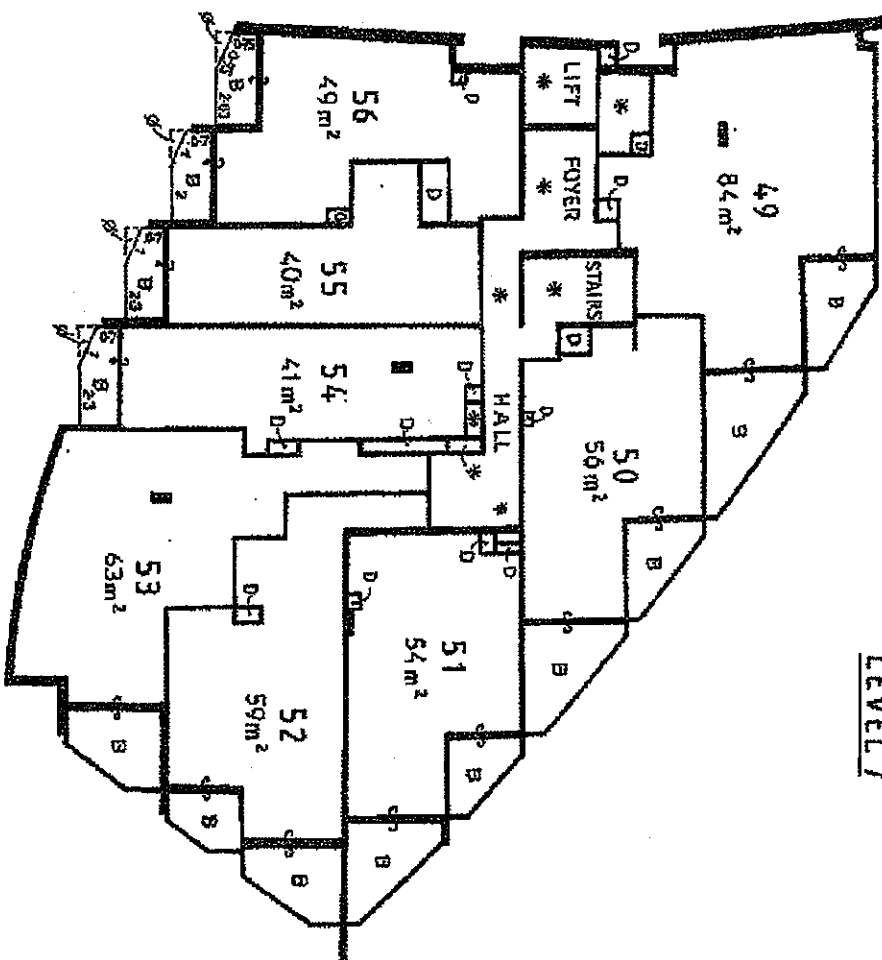
Registered Surveyor

Strata Manager/Authorised Person

SURVEYORS REFERENCE: 37511C

SP62950

**TOWER  
LEVEL 7**



AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT.

\* DENOTES COMMON PROPERTY.

D DENOTES DUCT (COMMON PROPERTY)

B DENOTES COVERED BALCONY.

B DENOTES PART OF THE BUILDING WHICH ENROACHES OVER THE PARCEL BOUNDARY AND IS FOR THE EXCLUSIVE USE OF THE ADJOINING LOTS.

THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION TO TITLE.

Reduction Ratio 1: 150

Lengths are in metres

Prepared by: [Signature]

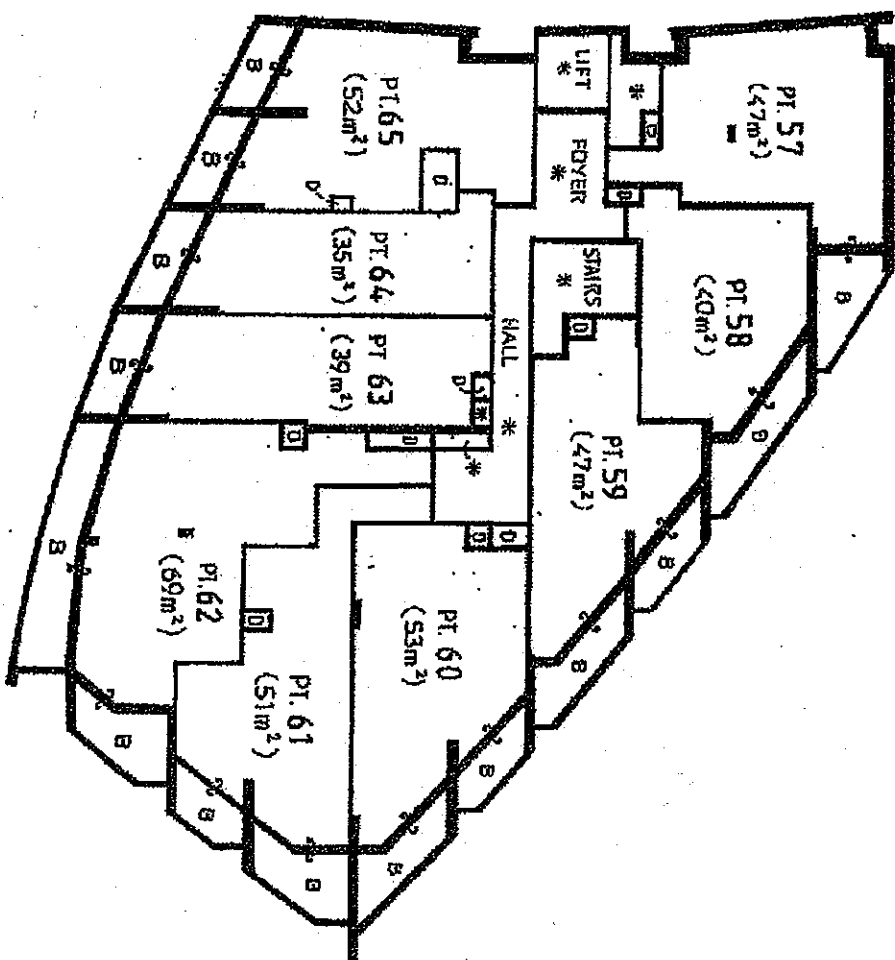
Engineer/Manager/Authorized Person

SURVEYOR'S REFERENCE 37511C

**TOWER**  
**LEVEL 8**

SP62950

AREAS ARE APPROXIMATE ONLY FOR THE PURPOSES OF THE STRATA TITLES ACT.  
\* DENOTES COMMON PROPERTY.  
D DENOTES DUCT (COMMON PROPERTY)  
S DENOTES COVERED SALOON.



Reduction Ratio 1: 150

Lengths are in metres

Registered Surveyor

*W. M. M. M.*  
Surveyor/Authorised Person

SURVEYOR'S REFERENCE: 37511C



FORM 2

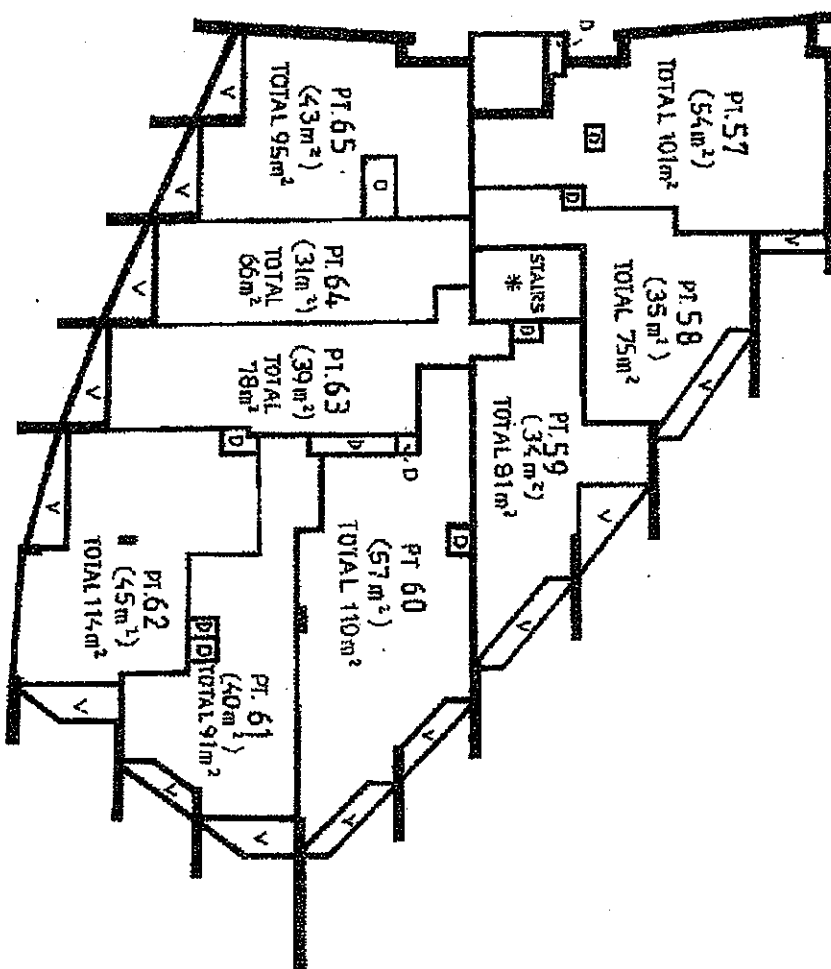
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 19 of 19 sheets

**TOWER**  
**LEVEL 9**

SP62950

AREAS ARE APPROXIMATE ONLY FOR THE  
PURPOSES OF THE STRATA TITLES ACT.  
\* DENOTES COMMON PROPERTY.  
D DENOTES DUCT (COMMON PROPERTY)  
V DENOTES VOID.



Reduction Ratio 1: 150

Lengths are in metres

Engineered Signature

Engineer's Reference: 37511C

SURVEYOR'S REFERENCE: 37511C

WATERMARK TOWER DEVEL

SP62950

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDING TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1912

\* AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in Metres

Sheet 1 of 6 Sheets

PLAN

Plan of Subdivision of lot 203 in DP 1010966

Full Name and Address of  
Proprietor of the Land

Feltech Pty Ltd ACN 073 541 947  
1st Floor, 1 York Street  
SYDNEY NSW 2000

Full Name and Address of  
Mortgagee of the Land

Commonwealth Custodial Services Limited  
Business Banking Sydney  
1<sup>st</sup> floor, 48 Martin Place  
SYDNEY NSW 2000

Full Name and Address of Second  
Mortgagee and Caveator of the Land

Sydney Harbour Foreshore Authority  
Level 1, 137 Pyrmont Street  
PYRMONT NSW 2009

PART 1

1. Identify of Easement Firstly referred to in abovementioned plan. Easement for water main over existing line of pipes (approximate position).

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened

(WM) Lot CP

Lots benefited

Lot 202 in DP 1010966  
Lot 204 in DP 1010966

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 163 CONVEYANCING ACT 1912**

\*

Lengths are in Metres

Sheet 2 of 6 Sheets

Plan of Subdivision of lot 203 in DP 1010966

**SP62950**

2. Identity of Easement Secondly      Easement to drain water over existing line of  
referred to in abovementioned plan.      pipes (approximate position).

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots benefited**

(W) Lot CP  
Lot 86  
Lot 104

Lot 202 in DP 1010966

3. Identity of Easement Thirdly      Easement to drain sewage over existing line  
referred to in abovementioned plan.      of pipes (approximate position).

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots benefited**

(SP) Lot CP  
Lot 74  
Lot 86 & 87  
Lot 92 & 93  
Lot 97

Lot 202 in DP 1010966

4. Identity of Easement Fourthly      Easement for Building Manager's Office.  
referred to in abovementioned plan.

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots benefited**

(BM) Lot CP

Lot 201 in DP 1010966  
Lot 202 in DP 1010966  
Lot 204 in DP 1010966

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

\*

Lengths are in Metres

Sheet 3 of 6 Sheets

Plan of Subdivision of lot 203 in DP 1010966

**SP62950**

5. Identity of Easement Fifthly referred to in abovementioned plan. Easement for access to plant 1 wide.

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots benefited**

(AP) Lot CP  
Lots 108 to 115 inclusive

Lot 202 in DP 1010966  
Lot 204 in DP 1010966  
Lot CP

6. Identity of Easement Sixthly referred to in abovementioned plan. Restriction on the use of land.

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots benefited**

Lot 67 to Lot 122 inclusive

Every other Lot including Lot CP

7. Identity of Easement Seventhly referred to in abovementioned plan. Restriction on the use of land

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

**Lots benefited**

Lot CP

Authority benefited : City of Sydney

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88(1) CONVEYANCING ACT 1919**

\*

Lengths are in Metres

Sheet 4 of 6 Sheets

Plan of Subdivision of lot 203 in DP 1010966

**SP62950**

**PART 2**

**1. Terms of Easement Firstly referred to in abovementioned plan.**

The right to have water supplied through any line of pipes within the site of this easement the further right of access with or without tools for repair, maintenance and replacement for the grantee and its authorised agents, consultants and workmen. The grantee must bear all the costs involved.

**2. Terms of Easement Secondly referred to in abovementioned plan.**

The right to drain water through any line of pipes within the site of this easement with the further right of access with or without tools for repair, maintenance and replacement for the grantee and its authorised agents, consultants and workmen. Without affecting other legal liability the grantee must bear all the costs involved.

**3. Terms of Easement Thirdly referred to in abovementioned plan.**

The right for the grantee and its authorised users to drain sewage, sullage and other fluid wastes through any line of pipes within the site of this easement together with the right to access with or without tools to keep the pipes in good repair, maintenance and to replace, repair, alter or renew the whole or parts of the line pipes (where necessary). Without affecting other legal liability the grantee must bear all the costs involved.

**4. Terms of Easement Fourthly referred to in abovementioned plan.**

The grantor grants to the grantee, and all authorised users the right to use the site of the easement as a Building Manager's Office and for this purpose may without limiting the generality thereof enter and pass over any part of the lot burdened in order to gain access to the site of the easement.

  
Council Authorised Person

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

\*

Lengths are in Metres

Sheet 5 of 6 Sheets

Plan of Subdivision of lot 203 in DP 1010966

**SP62950**

**5. Terms of Easement Fifthly referred to in abovementioned plan.**

The grantor grants to the grantee, and every person authorised by the grantee for the purpose of the right which is to pass on foot with tools or machinery for maintenance, replacement or other work on plant or machinery.

**6. Terms of Restriction Sixthly referred to in abovementioned plan.**

The on-site car parking spaces are not to be used by those other than an occupant, tenant, lessee or resident of a unit in the subject building. Any occupant, tenant, lessee or registered proprietor of any of the lots burdened or part thereof shall not enter into an agreement to lease, licence or transfer ownership of any car parking spaces to those other than an occupant, tenant, lessee or resident of a unit in the subject building.

**7. Terms of Restriction Seventhly referred to in abovementioned plan.**

No part of the common property, apart from the designated visitor carspaces which are to be used only for the purpose of parking vehicles of visitors to the building, and apart from loading spaces which are to be used only by service vehicles, is to be used for parking or storage of vehicles or boats, and the Owners Corporation must not grant or permit to be granted any lease, licence, sub-lease or exclusive use rights, or otherwise part with possession of any part of the common property, including the visitor carspaces and loading spaces, for the purpose of parking or storage of vehicles or boats.

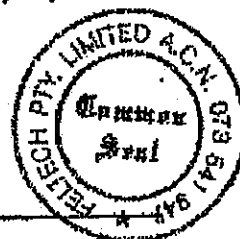
Name of authority having the power to release,  
vary or modify the restrictions sixthly and seventhly  
referred to in the abovementioned plan:

City of Sydney.

THE COMMON SEAL of PELTECH  
PTY LIMITED A.C.N 073 541 947 was  
hereunto affixed in accordance with its  
Articles of Association in the presence of:

)  
)  
)  
)

*Amos*



Secretary

SIGNED on behalf of Peltch Pty. Limited

Director

)

*[Signature]*  
Council Authorised Person

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

\*

Lengths are in Metres

Sheet 6 of 6 Sheets

Plan of Subdivision of lot 203 in DP 1010966

**SP62950**

CUSTODIAL SERVICES LIMITED  
by its Attorney in the presence of:

Witness

Signature

Print name

Print name

Garry Nigel Silk  
SIGNED by Terrence Charles Martin  
for and on behalf of SYDNEY HARBOUR  
FORESHORE AUTHORITY under  
delegated authority and without assuming  
any personal liability and I hereby certify that  
I have no notice of the revocation of such  
delegation:

Witness

Signature of delegate

Print name

Print name

COMMONWEALTH CUSTODIAL SERVICES LIMITED  
A.C.N. 000 485 487  
BY ITS UNDERSIGNED ATTORNEY

who declares that he/she has received no notice of revocation  
of the Power of Attorney dated 30 April 1988 (Book 4254 No. 23)  
under which this instrument is signed

STANLEY BRUCE BENDER

Council Authorised Person

SSM: Ldr

REGISTERED

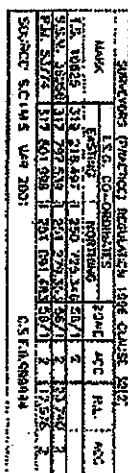


for 2/8/2000

# SEATTLE AND SEATTLE COUNTY

4. RESTRICTION ON THE USE OF LAND VARIANTS WITHIN

Plan drawing only is subject to this rule.



Republiken 24-04-2005

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James D. McHugh

349 EXHIBIT 37

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### Future research

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WARRINGTON: 5738, 6231 AND 7064 FORD RD WILL. LEAD AND RESIDUAL

**SIGNATURES AND SEALS**

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**DECLARATION**

# SECRET

SUBJECT: ON BEHALF OF  
CONDOMINIUM: CUSTOMER SERVICES CENTER  
BY IT'S ATTORNEY IN THE PRESIDENT CITY  
WILLIAMS-ATTORNEY OF-4055641404  
HAYDEN-4055641404

27

SIGNATURE OF WITNESS

SIGNATURE OF ATTORNEY

STATE OF MISSISSIPPI  
COUNTY OF WITNESS

Definition: "Displacement of ATOPHER"

SIGNED BY Robert C. Johnson  
FOR AND ON BEHALF OF STONY HARBOR  
FORESHORE AUTHORITY UNDER DELEGATED  
AUTHORITY AND WITHOUT ASSUMING ANY PERSONAL  
LIABILITY AND I HEREBY CERTIFY THAT I HAVE NO  
NOTICE OF THE REVOCATION OF SUCH DELEGATION:

DP1027034

2007/04/24 2007/04/24

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Convert above listed items into metric units  
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Subsequent Police Contact: Suspense/Investigation On Case

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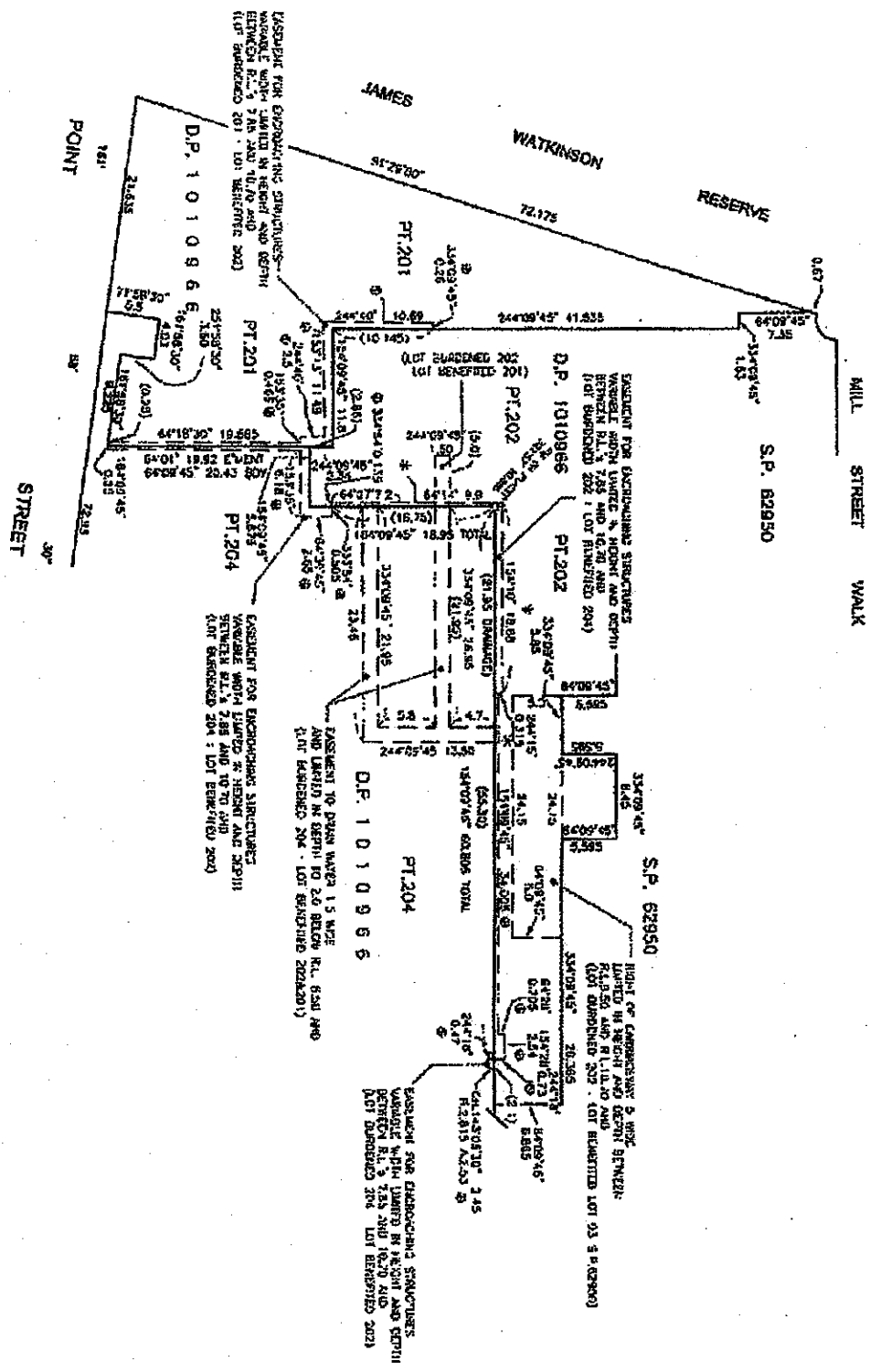
**SUBAN WAT'S RESEARCH JOURNAL**

To be used in conjunction with Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- 36 OBSOLETE CONSTRUCTION IDENT
- 1) GRANITE MOUNT WEST EOOD W/ REDUCED RENTERS, 74.41
- 2) BRICKS SOUTH WEST EOOD W/ WABADAW CONCRETE SLAB
- 3) DERRICK SOUTH EAST EOOD W/ REDUCED CONCRETE SLAB
- 4) GRANITE MOUNT EAST EOOD CT BRICKW/ W/ CONCRETE 34.02
- ALL LOTS RELATE TO ADDRESS 1000 INDIAN CANYON

**BASEMENT 1 (UPPER) D.P. 1010988  
STRATUM LYING BETWEEN HORIZONTAL PLANES AT  
R.L. 7.86 TO R.L. 10.7 AND LAND BELOW**



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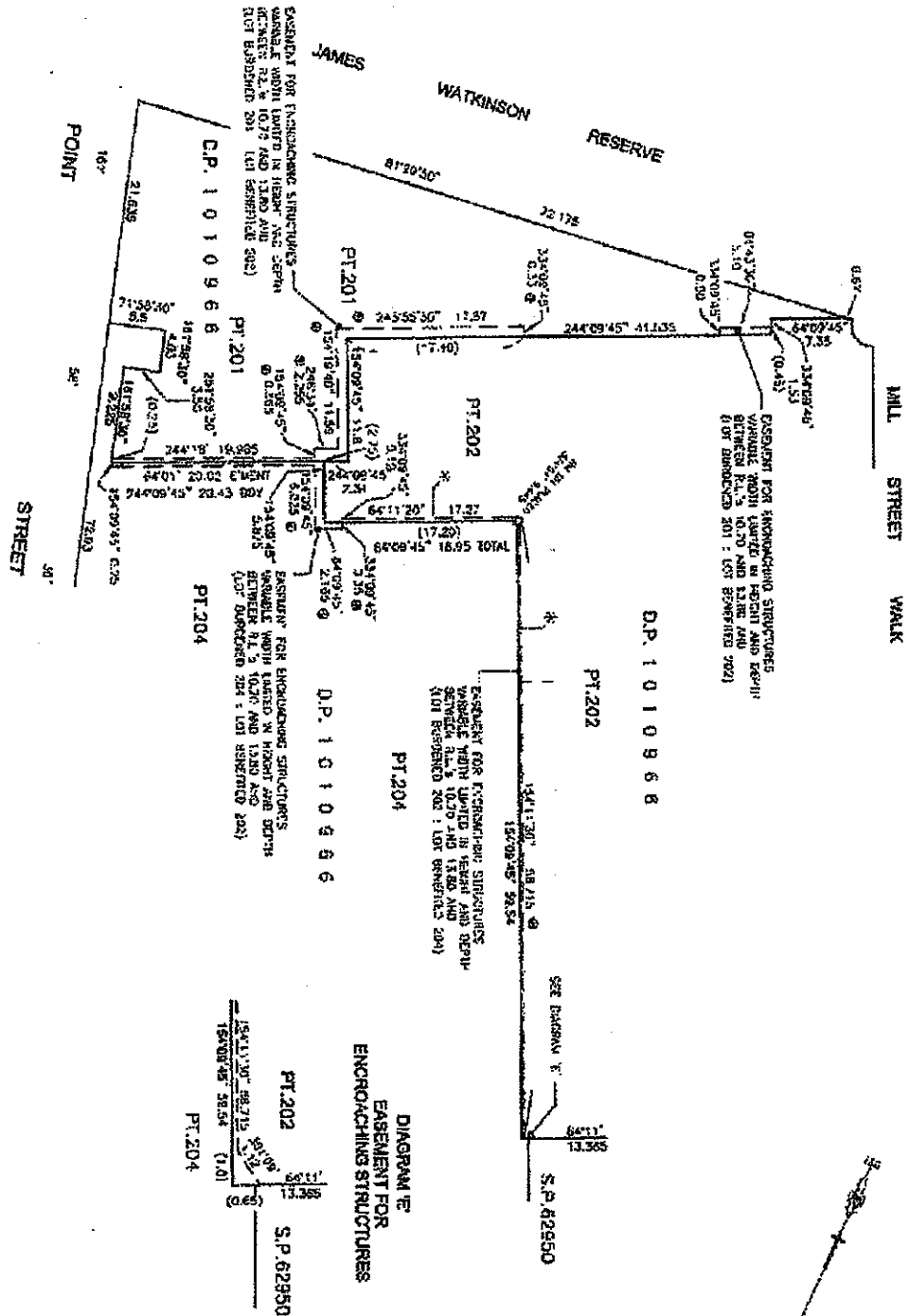
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Production Date: 3/20/05

- \* REMAINS CONSTRUCTION JOINT
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- ② DEPOSITS SOUTH WEST SIDE OF IRREGULAR CONCRETE SLAB
- ③ DEPOSITS SOUTH EAST SIDE OF IRREGULAR CONCRETE SLAB
- ④ DEPOSITS NORTH EAST SIDE OF IRREGULAR CONCRETE SLAB
- ALL LEVELS RELATE TO DATUM IN PLAN

**PART BASEMENT 2 D.P. 1010966**  
**STRATUM LYING BETWEEN HORIZONTAL PLANES AT**  
**R.L. 10.7 AND 13.8 AND**



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See Surveyor's Address 5/10/10

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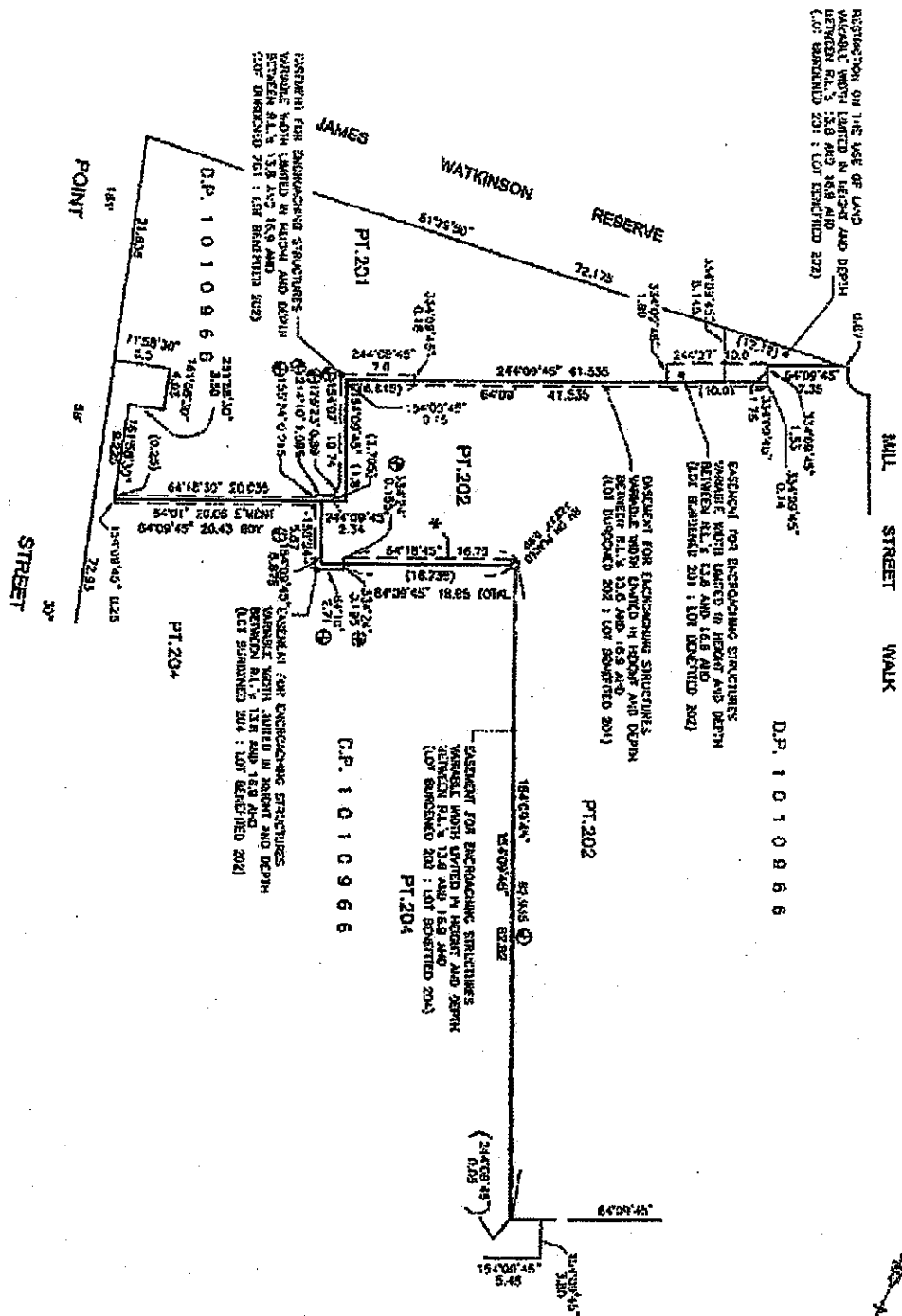
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 covered by subdivision Certificate No. 1/1

Survey conducted under Survey Act 1988  
 This is a plan of 1/4 of the land of 1/4 section  
 covered by subdivision Certificate No. 1/1

**PART BASEMENT 2 AND  
PART LEVEL 1 D.P.1010866  
STRUTTING LYING BETWEEN HORIZONTAL PLANES AT R.L.13.8 AND 16.9 AND**



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Registered & 24-01-2004

What are the  
effects of the  
new law on the  
economy?

See also my letter to Mr. DeWitt and Mrs. DeWitt  
This is subject to the plan of 7 sheets  
received by Subscription Committee 11/11/1874

ADDENDUM: For use where service is interrupted in water supply on 2500  
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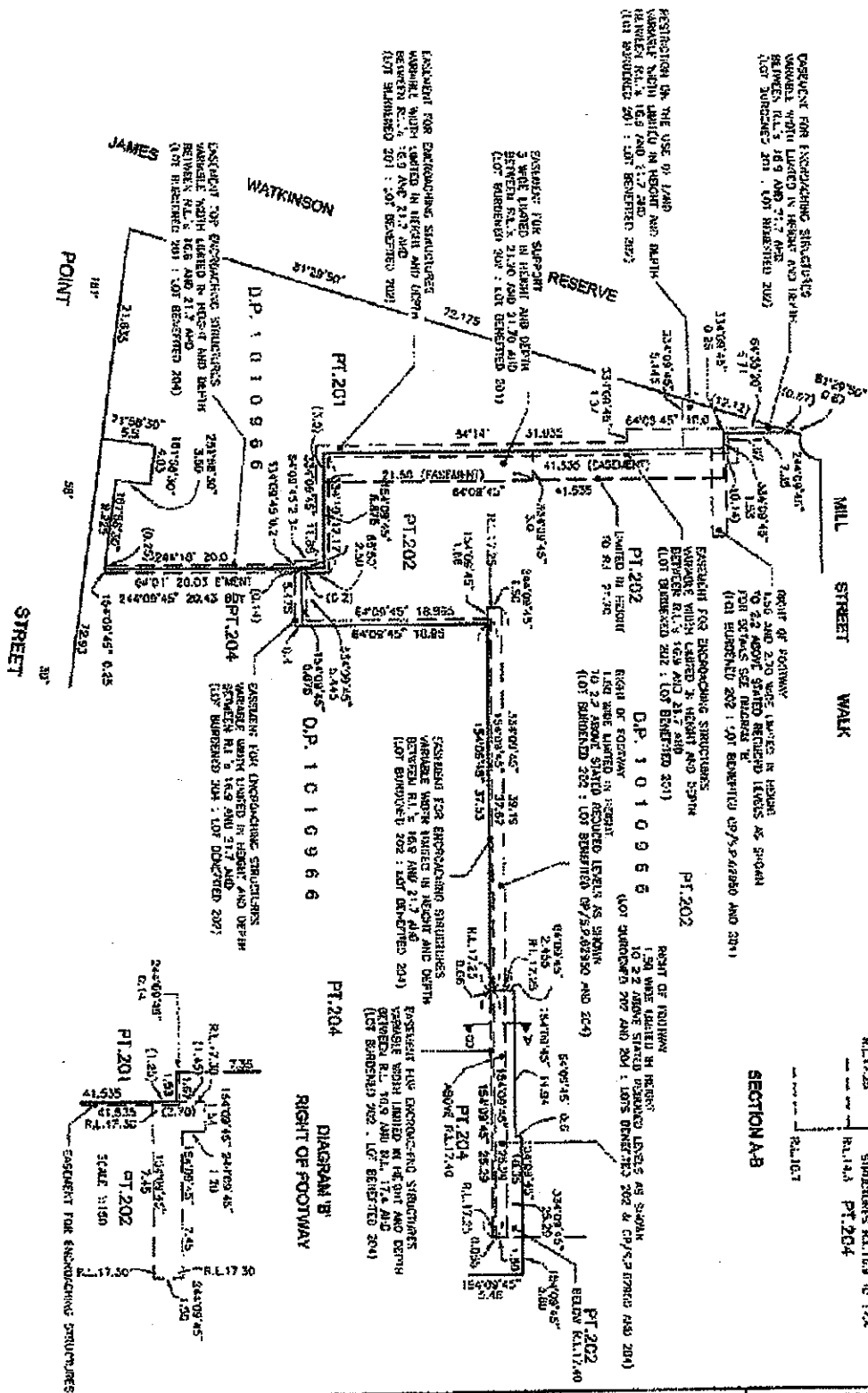
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PLAN : FORM 3 To be used in conjunction with Form 2

WATERWAY: LUTAHIA OR PULAHIA MILL LEVEE TO MILLAHIA

**PART LEVEL 1 AND PART LEVEL 2 D.P. 1010886  
STRATUM LYING BETWEEN HORIZONTAL PLANE AT  
R.L. 16.9 AND 21.7 AND**

- \* DENOTES CONSTRUCTION LINE
- ⊕ DENOTES NORTH WEST CORNER OF RECTANGULAR CONCRETE SLAB
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- ⊕ DENOTES NORTH EAST CORNER OF RECTANGULAR CONCRETE SLAB
- ⊙ DENOTES SOUTH WEST CORNER OF RECTANGULAR CONCRETE SLAB
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Plan Drawing only to appear in this space

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PLAN FORM 3

To be used in conjunction with Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LEVEL 3 D.P. 1010986  
STRATUM LYING ABOVE THE HORIZONTAL PLANE AT R.L. 21.7 AND  
SECTION A-B  
AND UNLIMITED IN HEIGHT

MILL STREET WALK

RESTRICTION ON THE USE OF LAND  
VARIABLE WITH LIMITED IN HEIGHT AND DEPTH  
LOT BOUNDARY 201: LOT BOUNDARY 202

PERMANENT FOR ENCROACHING STRUCTURES  
VARIABLE WITH LIMITED IN HEIGHT AND DEPTH  
LOT BOUNDARY 201: LOT BOUNDARY 202

DESIGN FOR ENCROACHING STRUCTURES  
VARIABLE WITH LIMITED IN HEIGHT AND DEPTH  
LOT BOUNDARY 201: LOT BOUNDARY 202

DESIGN FOR ENCROACHING STRUCTURES  
VARIABLE WITH LIMITED IN HEIGHT AND DEPTH  
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DESIGN FOR ENCROACHING STRUCTURES  
VARIABLE WITH LIMITED IN HEIGHT AND DEPTH  
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DESIGN FOR ENCROACHING STRUCTURES  
VARIABLE WITH LIMITED IN HEIGHT AND DEPTH  
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DESIGN FOR ENCROACHING STRUCTURES  
VARIABLE WITH LIMITED IN HEIGHT AND DEPTH  
LOT BOUNDARY 201: LOT BOUNDARY 202

Plan Drawing only to appear in this space

DP1027034

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OFFICE USE ONLY

**WATERMARK DEVELOPMENT**

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

Lengths are in Metres

Sheet 1 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

Full Name and Address of  
Proprietor of the Land

Feltech Pty Ltd ACN 073 541 947  
1st Floor, 1 York Street  
SYDNEY NSW 2000

Full Name and Address of First  
Mortgagee of the Land

Commonwealth Custodial Services Limited  
Business Banking Sydney  
1<sup>st</sup> floor, 48 Martin Place  
SYDNEY NSW 2000

Full Name and Address of Second  
Mortgagee of the Land

Sydney Harbour Foreshore Authority  
Level 6, 66 Harrington Street  
THE ROCKS NSW 2000

**PART 1**

1. Identity of Easement firstly referred to in abovementioned plan. Easement for Encroaching Structures variable width limited in height and depth.

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
Lot 201	Lots 204 and 202
Lot 202	Lots 204 and 201
Lot 204	Lots 201 and 202

2. Identity of Easement secondly referred to in abovementioned plan. Right of Carriageway 5.0 wide limited in height and depth.

**SCHEDULE OF LOTS ETC AFFECTED**

<u>Lot burdened</u>	<u>Lots benefited</u>
Lot 202	Lot 93 in SP62950

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

Lengths are in Metres

Sheet 2 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

3. Identity of Easement thirdly referred to in abovementioned plan. Easement to drain water 1.5 wide limited in height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

**Lot burdened**

Lot 202  
Lot 204

**Lots benefited**

Lot 201  
Lot 201 and 202

4. Identity of Easement fourthly referred to in abovementioned plan. Right of footway 1.5 and 2.7 wide limited in height.

**SCHEDULE OF LOTS ETC AFFECTED**

**Lot burdened**

Lot 202

**Lots benefited**

Lots 204 and CP/SP62950

5. Identity of Easement fifthly referred to in abovementioned plan. Right of Footway 1.5 wide limited in height

**SCHEDULE OF LOTS ETC AFFECTED**

**Lot burdened**

Lot 201  
Lot 202  
Lot 204

**Lots benefited**

Lots 204, 202 and CP/SP62950  
Lots 204, 201 and CP/SP62950  
Lots 202, 201 and CP/SP62950

6. Identity of Easement sixthly referred to in abovementioned plan. Easement for support 3.0 wide limited in height and depth

**SCHEDULE OF LOTS ETC AFFECTED**

**Lot burdened**

Lot 202

**Lots benefited**

Lot 201



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

Lengths are in Metres

Sheet 3 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

7. Identity of Easement seventhly referred to in abovementioned plan. Easement for electricity purposes over temporary line of cable (approximate position)

**SCHEDULE OF LOTS ETC AFFECTED**

**Lot burdened**

Lot 201

**Lot benefited**

Lot 202

8. Identity of Restriction on use eighthly referred to in abovementioned plan. Restriction on Use of land variable width

**SCHEDULE OF LOTS ETC AFFECTED**

**Lot burdened**

Lot 201

**Lots benefited**

Lot 202

9. Identity of Easement ninthly referred to in abovementioned plan. Easement for building purposes

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot 202

**Lots benefited**

Lots 204 and 201

**PART 2**

**Definitions and Interpretation**

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

Authorised Users means every person authorised by a Grantee for the purpose of any easement or right created by this instrument including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees.

Authority includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and

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

Lengths are in Metres

Sheet 4 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

- (g) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the storage or removal of waste from premises.

Grantee means every person who, at any time, is entitled to an estate or interest in possession of the Lot benefited but excluding a person with an estate or interest by virtue of a lease or licence.

Grantor means every person who, at any time, is entitled to an estate or interest in possession of the Lot burdened but excluding a person with an estate or interest by virtue of a lease or licence.

Invitees include visitors.

Lot means any of Lots 201, 202, 204 and CP/SP62950.

Management Committee means the committee constituted by the strata management statement registered with a Strata Scheme.

Owners Corporation, in relation to a Strata Scheme, means the owners corporation of that Strata Scheme.

Services includes (but is not limited to) electricity, gas, water or any other utility connection as well as any cables, wires, pipes, ducts, conduits, poles or the like to deliver such services (as is reasonably necessary).

Strata Scheme means the subdivision of a Lot by means of a strata scheme under the Act or by any means that replaces or is in addition to that means or any such replacement means.

Strata Scheme A means the Strata Scheme created by SP 62950.

Strata Scheme B means a Strata Scheme in respect of Lot 202.

Strata Scheme C means a Strata Scheme in respect of Lot 204.

Strata Scheme D means a Strata Scheme in respect of Lot 201.

Structure means that part of the concrete deck, walls, support beams and columns or related structures located on the lot benefited which encroach on the lot burdened.

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

Lengths are in Metres

Sheet 5 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

Watermark Development is the structures erected on any of the Lots and the Strata  
Schemes created by the subdivision of any of the Lots.

**1. Terms of Easement firstly referred to in abovementioned plan.**

**(a) The Grantee:**

- (i) may insist that any Structure, which may exist when this easement was created or in the future, remain but only to the extent they are within the site of this easement; and
- (ii) must keep the Structures in good repair and safe condition; and
- (iii) may do anything reasonably necessary for those purposes including:
  - (1) entering the Lot burdened;
  - (2) taking anything onto the Lot burdened; and
  - (3) carrying out work

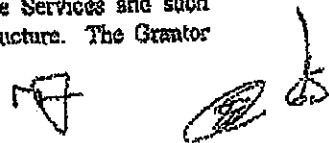
**(b) In exercising any of the rights granted by this easement, the Grantee must restore, as soon as practicable after the date any damage is occasioned, the Lot burdened as nearly as is practicable to its former condition so as to maintain the support of that part of the Watermark Development within the easement and so as to comply with the requirements of any Authority.**

**(c) The Grantor must not do or allow anything to be done to damage or interfere (except as contemplated under this easement) with the Structures.**

**(d) The Grantor on giving reasonable written notice to the Grantee has the right to enter within the site of the easement and/or enter upon the Structures with any tools, implements or machinery reasonably necessary for its purposes which include (without limitation) inspecting, repairing, maintaining, renewing, modifying or replacing the Structures or any other property of the Grantor.**

**(e) The Grantee must give to the Grantor reasonable written notice before exercising any rights contained in this easement (except in the case of emergency, in which case no notice need be given).**

**(f) The Grantor may construct Services on, through, under and/or over the Structure and may use the Structure to support these Services and such Services must not unreasonably interfere with the Structure. The Grantor**



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88L, CONVEYANCING ACT 1919**

Lengths are in Metres

Sheet 6 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

will repair any damage caused to the Structure by such construction at its own expense.

- (g) Any person entering upon the Lot burdened pursuant to the rights granted by this easement shall do so at his own risk and the Grantee releases the Grantor and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot burdened pursuant to the rights granted by this easement.
- (h) The Grantee shall indemnify and keep indemnified the Grantor from all actions (whether in torts or otherwise) suits, claims, demands, penalties, proceedings, losses, damages, compensations, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed or payable or suffered by the Grantor arising out of the rights granted in this easement.
- (i) The release in paragraph (g) and the indemnity in paragraph (h) will not apply to the extent that the matter covered by them is caused or contributed by the wilful or negligent act or omission of the Grantor, its Authorised Users and/or Invitees.
- (j) The Grantor shall not be required to drain the Structure and any drainage necessary for the Structure shall be affected by the Grantee.
- (k) The Grantee shall ensure that at all times the Structure supports that part of the Watermark Development within the easement and within the Lot burdened.

**2. Terms of Easement secondly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot or by vehicle over the site of this easement.
- (b) The Grantor covenants to keep the site of this easement as well as any plant and equipment used within the site of this easement, including security gates and intercoms, clean and in good repair and maintenance, and must replace plant and equipment (where necessary) as well as keep the site of this easement well lit and well ventilated.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88L, CONVEYANCING ACT 1919**

Lengths are in Metres

Sheet 7 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010956

**DP1027034**

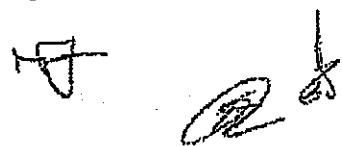
- (c) The Grantee is not required to contribute towards the costs of keeping the site of this easement or maintaining or replacing any plant and equipment used within the site of this easement.

**3. Terms of easement thirdly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee and Authorised Users the right to drain water through the Lot burdened, but only within the site of this easement.
- (b) The Grantor covenants to keep the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and replace, repair, alter or renew the whole or parts of the line of pipes (where necessary).
- (c) The Grantee must contribute towards the costs of keeping the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the line of pipes (where necessary).
- (d) The costs referred to in paragraph (c) will be determined by the Management Committee and are to be borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme D - by the Owners Corporation of Strata Scheme B.
- (ii) after the registration at the Land Titles Office of Strata Scheme D in the following proportions:
- (1) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes B and D;
- (2) by the Owners Corporation of Strata Scheme D in the proportion that the gross floor area of Strata Scheme D bears to the total gross floor area of Strata Schemes B and D.

**4. Terms of Easement fourthly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot at all times from the Lot benefited through the site of this easement.



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

Lengths are in Metres

Sheet 8 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

- (b) The Grantor covenants to keep the site of this easement as well as any plant and equipment used within the site of this easement, including security gates and intercoms, clean and in good repair and maintenance, and must replace plant and equipment (where necessary) as well as keep the site of this easement well lit.
- (c) The Grantee must contribute towards the costs of keeping the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the easement (where necessary).
- (d) The costs referred to in paragraph (c) will be determined by the Management Committee and are to borne as follows:
- (i) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
- (ii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and
- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.



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

Lengths are in Metres

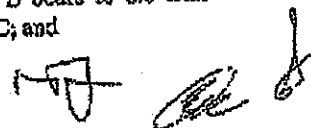
Sheet 9 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

**5. Terms of easement fifthly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot at all times from the Lot Benefited over the site of this easement.
- (b) The Grantor covenants to keep the site of this easement as well as any plant and equipment used within the site of this easement, including security gates and intercoms, clean and in good repair and maintenance, and must replace plant and equipment (where necessary) as well as keep the site of this easement well lit and well ventilated.
- (c) The Grantee must contribute towards the costs of keeping the site of this easement clean and free from silt, rubbish and debris, in good repair and maintenance and towards the costs of replacing, repairing, altering or renewing the whole or parts of the easement (where necessary).
- (d) The costs referred to in paragraph (c) will be determined by the Management Committee and are to borne as follows:
  - (i) from the registration at the Land Titles Office of Strata Scheme B and until the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A and B; and
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A and B; and
  - (ii) after the registration at the Land Titles Office of Strata Scheme C in the following proportions:
    - (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B and C;
    - (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B and C; and



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

Lengths are in Metres

Sheet 10 of 15 Sheets

Plan of Basements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B and C.

(iii) after the registration at the Land Titles Office of Strata Scheme D in the following proportions:

- (1) by the Owners Corporation of Strata Scheme A in the proportion that the gross floor area of Strata Scheme A bears to the total gross floor area of Strata Schemes A, B, C and D;
- (2) by the Owners Corporation of Strata Scheme B in the proportion that the gross floor area of Strata Scheme B bears to the total gross floor area of Strata Schemes A, B, C and D;
- (3) by the Owners Corporation of Strata Scheme C in the proportion that the gross floor area of Strata Scheme C bears to the total gross floor area of Strata Schemes A, B, C and D;
- (4) by the Owners Corporation of Strata Scheme D in the proportion that the gross floor area of Strata Scheme D bears to the total gross floor area of Strata Schemes A, B, C and D.

**6. Terms of easement sixthly referred to in abovementioned plan**

The Grantor grants to the Grantee the following rights:

- (a) the right for the Structures including any columns, foundations and footing structures now or anytime in the future erected within the Lot benefited or any part thereof to be supported in any direction by the columns, foundations and footing structures erected or to be erected in the Lot burdened; and
- (b) the right with any tools, implements or machinery reasonably necessary for the purposes, to enter upon and within the site of this easement for the purposes of constructing, inspecting, repairing, maintaining or renewing the Structures or any part thereof.

Provided that:

- (c) should the Grantee or Authorised Users, in exercise of any of the rights set out in this easement, cause damage to the Lot burdened or the improvements



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

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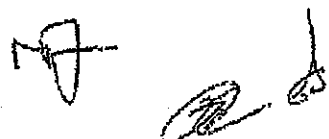
Sheet 11 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the Lot burdened and the improvements erected on it such that the Lot burdened and the improvements erected on it are restored to the same specification, performance and quality as existed immediately prior to the damage, or where that is not possible, to such higher standard as shall be approved by the Grantor (such approval not to be unreasonably withheld).

- (d) The Grantee shall not do or cause anything to be done on the site of this easement which would constitute a violation or contravention of any environmental, hazardous substances or pollution law, regulation, order, notice or any licence, approval, consent, permit or permission issued thereunder.
- (e) The Grantee shall, at its own cost, at all times carry out repairs to the Structures so as to maintain the Structures to a serviceable standard and structurally sound and shall carry out repairs which are required because of the existence of the Structures.
- (f) The Grantee must give to the Grantor reasonable written notice before exercising any rights or obligations under this easement (except in the case of emergency, in which case no notice need be given). That notice must include a statement generally describing the works to be carried out and the proposed construction methods for the works, the times and time periods likely to be required to conduct the works and the likely date of completion of those works. The Grantor must consent (acting reasonably) to the time periods for access in relation to the works.
- (g) Any person entering upon the Lot burdened pursuant to the rights or obligations under this easement shall do so at their own risk and the Grantee releases the Grantor and its contractors, representatives, officers, employees, assigns, licensees and licensees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement.
- (h) The Grantee shall indemnify the Grantor from all demands, expenses, losses and liabilities arising from the rights granted to the Grantee by this easement (including but not limited to the conduct of the works or the carrying out of repairs).



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
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Lengths are in Metres

Sheet 12 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

- (f) The release in paragraph (g) and the indemnity in paragraph (h) will not apply to the extent that the matter covered by them is caused or contributed to by the wilful or negligent act or omission of the Grantor, its Authorised Users and/or Invitees.

**7. Terms of easement severally referred to in abovementioned plan**

- (A) The Grantor grants to the Grantee, until the end of the period of 3 months commencing on the date of registration of the Strata Scheme in respect of the Lot benefited, the right to:

- (i) locate electricity cables and transmit electricity through the Lot burdened, but only within the site of this easement;
- (ii) do anything reasonably necessary for passing across the Lot burdened, including:
  - (1) entering the Lot burdened; and
  - (2) taking anything on to the Lot burdened; and
  - (3) carrying out work within the site of this easement, such as laying, repairing, maintaining and replacing electricity cables and ancillary equipment, and constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

- (b) In exercising those powers, the Grantee must:

- (i) ensure all work is done properly; and
- (ii) cause as little inconvenience as is practicable to the Grantor; and
- (iii) cause as little damage as is practicable to the Lot burdened and any improvement on it; and
- (iv) restore the Lot burdened as nearly as is practicable to its former condition; and
- (v) make good any collateral damage.

- (c) The easement is to be released by the Lot benefited, at the cost of the Lot benefited, upon the registration at the Land Titles Office of Strata Scheme C.

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

Lengths are in Metres

Sheet 13 of 15 Sheets

Plan of Basements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**

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

The Grantor:

- (a) may not without the written consent of the Grantee (which may be withheld in the absolute discretion of the Grantee or given on such terms as the Grantee may reasonably require):
  - (i) erect, construct, or place any building or structure on the site of the easement of a residential nature; or
  - (ii) carry out any excavation or alteration of the surface levels of that part of the Lot burdened by this restriction on use.
- (b) covenants and agrees that in the event of any inconsistency between these terms and the terms of any other registered interest ("the other terms") then these terms shall prevail and have priority over and against the other terms.

**9. Terms of easement ninthly referred to in abovementioned plan**

- (a) The Grantor grants to the Grantee the right, until the end of the period of 3 months commencing on the date of registration of the Strata Scheme (or the date of registration of the last Strata Scheme if more than one) in respect of the Lots benefited, to use the Lot burdened for the purposes of construction and other building works carried out on any part of the Lots benefited, including (without limitation):
  - (i) carriage, installation and supply of Services;
  - (ii) installation and maintenance of temporary structures;
  - (iii) commissioning of works;
  - (iv) operating cranes over common property; and
  - (v) crane movement and weather vaning.
- (b) In exercising its rights under this easement, the Grantee and its Authorised Users may:
  - (i) by any reasonable means pass across the Lot burdened to get to or from the Lot benefited; and

*Handwritten signatures and initials*

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

Lengths are in Metres

Sheet 14 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010965

**DP1027034**

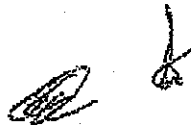
(ii) do anything reasonably necessary for that purpose including:

- (1) entering the Lot burdened;
- (2) taking anything on to the Lot burdened;
- (3) carrying out work within the Lot burdened such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures; and

(iii) maintain a crane in a fixed position over the Lot burdened when not in use.

(c) In exercising these powers the Grantee must:

- (i) ensure all work is done properly;
- (ii) cause as little inconvenience as is practicable to the Grantor;
- (iii) cause as little damage as is practicable to the Lot burdened and any improvements on it;
- (iv) restore the Lot burdened and any improvements on it as nearly as is practicable to its former condition;
- (v) make good any collateral damage; and
- (vi) indemnify the Grantor against all damages, expenses, losses or liabilities arising from any negligent act or omission of the Grantee.



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

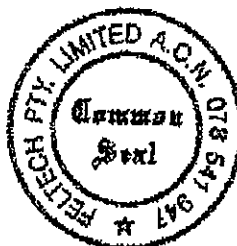
Lengths are in Metres

Sheet 15 of 15 Sheets

Plan of Easements within Lots 201, 202 and  
204 in DP 1010966

**DP1027034**


The common seal of **FELTECH PTY  
LIMITED** A.C.N. 073 541 947 was  
hereunto affixed in accordance with its  
Articles of Association in the presence of:



  
Secretary

  
Director

Signed on behalf of **COMMONWEALTH  
CUSTODIAL SERVICES LIMITED** by its  
Attorney in the presence of:

  
Signature of Attorney

  
Witness

  
Print Name


  
G. B. BAKER

Signed by **TERENCE C. MARTIN** for and on  
behalf of **SYDNEY HARBOUR  
FORESHORE AUTHORITY** under  
delegated authority and without assuming  
personal liability and I hereby certify that I  
have no notice of the revocation of such  
delegation:

  
Signature of Delegate

  
Witness

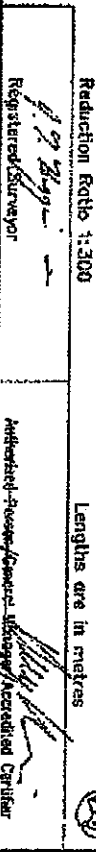
  
Print Name

  
TERENCE C. MARTIN  
Print Name



S.F. 68443

S.F. 82590



SURVEYOR'S REFERENCE: 37511PL





S.F. 68443



Lengths are in metres

Fullerton, P. Oscar, Secretary, Fullerton

SURVEYOR'S REFERENCE: 3751FLA

### Applicable Personnel Management Policy

S.P.68443

## SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	41	26	49	51	35	76	43	101	78	126	46						
2	54	27	66	52	46	77	41	102	51	127	52						
3	47	28	64	53	52	78	50	103	52	128	120						
4	68	29	55	54	43	79	90	104	50	129	61						
5	46	30	53	55	58	80	57	105	62	130	62						
6	56	31	91	56	48	81	48	106	52	131	94						
7	50	32	53	57	50	82	65	107	54	132	46						
8	48	33	103	58	42	83	50	108	51	133	53						
9	48	34	110	59	40	84	95	109	37	134	128						
10	48	35	135	60	50	85	60	110	64	135	64						
11	47	36	164	61	54	86	93	111	54	136	65						
12	57	37	48	62	54	87	58	112	55	137	97						
13	51	38	41	63	44	88	50	113	53	138	47						
14	49	39	56	64	62	89	68	114	37	139	58						
15	50	40	44	65	48	90	51	115	49	140	147						
16	49	41	63	66	51	91	93	116	106	141	78						
17	48	42	33	67	43	92	58	117	55	142	73						
18	62	43	48	68	40	93	87	118	57	143	134						
19	59	44	51	69	51	94	121	119	54	144	262						
20	53	45	51	70	58	95	162	120	45	145	176						
21	51	46	41	71	57	96	196	121	51	146	282						
22	84	47	57	72	46	97	87	122	113	147	194						
23	51	48	47	73	63	98	48	123	58								
24	35	49	49	74	48	99	49	124	59								
25	103	50	37	75	51	100	47	125	91								
											AGGREGATE	10,000					

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Authorised Person/Member of Council

SURVEYOR'S REFERENCE: J/S/1/PLA

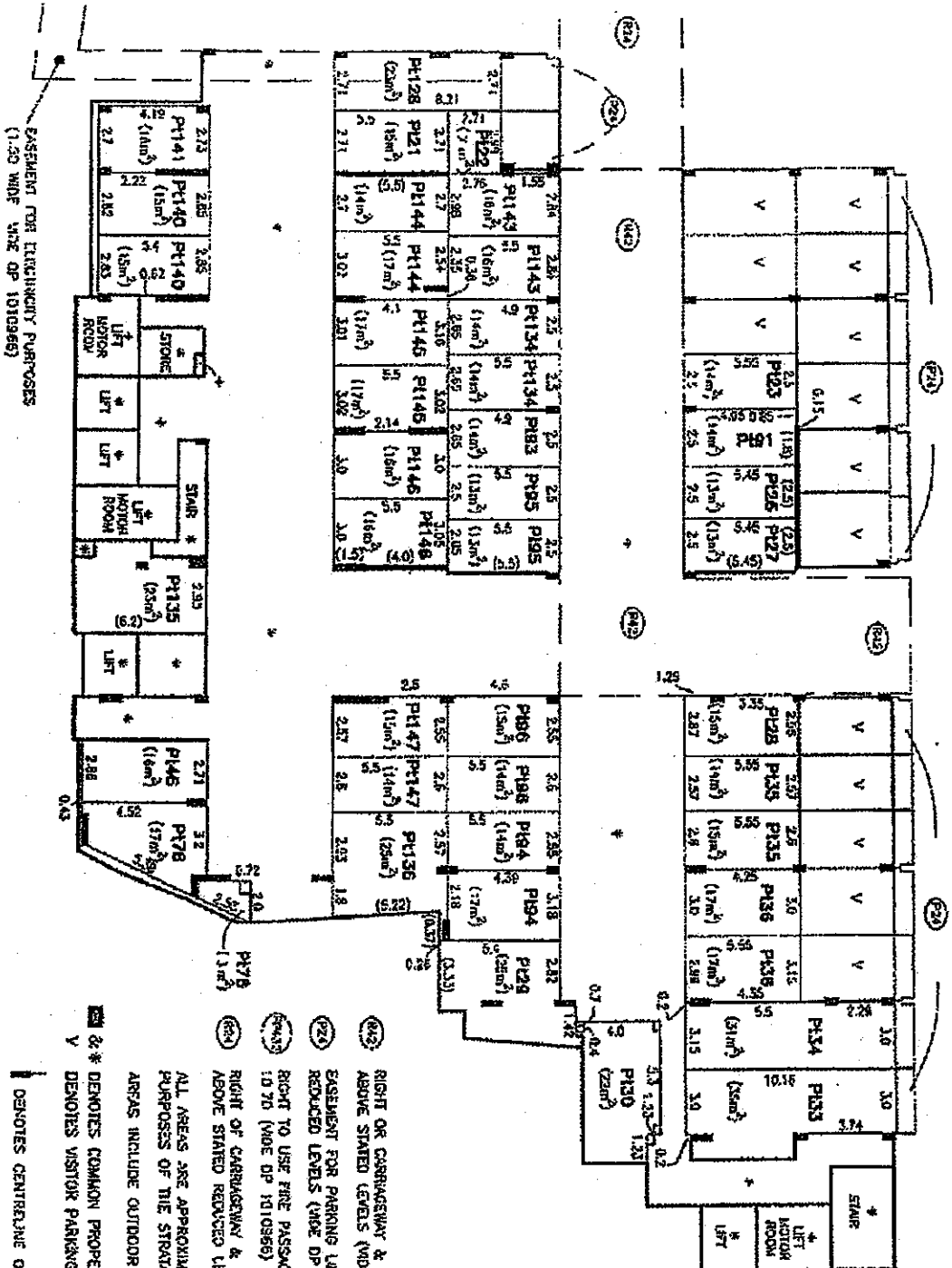
# STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 22 Sheets

S.P.68443

LEVEL B1



EASEMENT FOR EGRESS PURPOSES  
(1.20 M WIDE WIDE OF 1010966)

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Authorised Person/Person/Member/Registered Officer

SURVEYOR'S REFERENCE: 3751PLA



- (80) RIGHT OF CARPENTRY & RIGHT OF FOOTWAY LIMITED IN HEIGHT TO 2.2m ABOVE STATED LEVELS (WIDE DP 1010966)
- (81) EASEMENT FOR PARKING LIMITED IN HEIGHT TO 2.2m ABOVE STATED LEVELS (WIDE DP 1010966)
- (82) RIGHT TO USE FIRE PASSAGE LIMITED IN HEIGHT FROM RL 7.85 TO RL 10.70 (WIDE DP 1010966)
- (83) RIGHT OF CARPENTRY & RIGHT OF FOOTWAY LIMITED IN HEIGHT TO 2.2m ABOVE STATED REDUCED LEVELS (WIDE DP 1010966)
- (84) ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973
- (85) AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN
- (86) DENOTES COMMON PROPERTY OR STRUCTURAL, CUBIC SPACE
- (87) DENOTES VISITOR PARKING COMMON PROPERTY
- (88) DENOTES CENTRELINE OF COLUMN
- (89) DENOTES LINK OF FACE OF COLUMN
- (90) DENOTES RIGHT ANGLE 90°



LEVEL B2

Reduction Ratio 1:200

**Longfins are in market**

**Legislative Survey**

**Mathematics - 7th Grade/Advanced Manager/ Accredited Certificate**

**SURVEYOR'S REFERENCE: 37517PLA**

RIGHT OF CARRIAGEWAY & RIGHT OF FOOTWAY LIMITED IN HEIGHT TO 2.2m ABOVE STATED LEVELS (WIDE DP 1010966)  
EASEMENT FOR PARKING LIMITED IN HEIGHT TO 2.2m ABOVE STATED REFUSED LEVELS (WIDE DP 1010966)  
RIGHT TO USE FIRE PASSAGE LIMITED IN HEIGHT FROM R.L. 10.70 TO R.L. 14.3 (WIDE DP 1010966)  
RIGHT OF CARRIAGEWAY & RIGHT OF FOOTWAY LIMITED IN HEIGHT TO 2.2m ABOVE STATED REDUCED LEVELS (WIDE DP 1010966)  
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREIHOLD DEVELOPMENT) ACT 1973  
AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

\* DENOTES COMMON PROPERTY OR STRUCTURAL CUE; SPACES

OTES CENTRE/NT OF COLLEGE

YES LINE OF FACE OF COLUMN

**⌈** DENOTES RIGHT ANGLE 90°

~ EASEMENT FOR ELECTRICITY PURPOSES  
(1.50 WIDE VDE ON 101066)

STRATA PLAN FORM 2

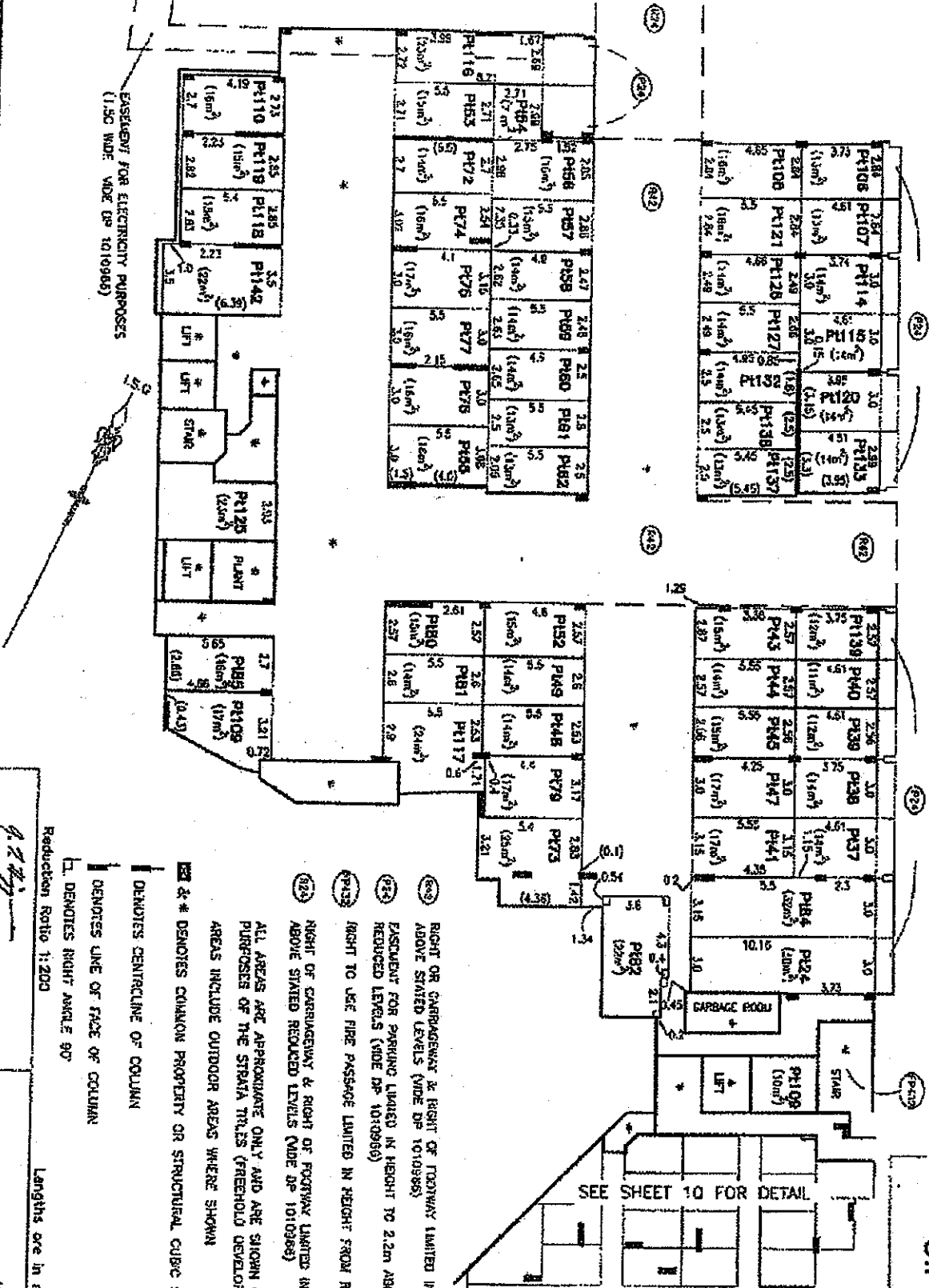
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SHEET No. 9 of 22 SHEETS

S.P.68443

LEVEL L1

SEE SHEET 10 FOR DETAIL



EASEMENT FOR ELECTRICITY PURPOSES  
 (1.50 M WIDE WIDE DP 1010966)

Reduction Ratio 1:200  
 DENOTES RIGHT ANGLE 90°  
 DENOTES CENTRELINE OF COLUMN  
 DENOTES LINE OF FACE OF COLUMN

Lengths are in metres

Registered Surveyor

Authorised Surveyor, Queensland, Australia  
 Registered Surveyor, Queensland, Australia  
 Registered Surveyor, Queensland, Australia

SURVEYOR'S REFERENCE: 55571PLA

- 820 RIGHT OF CARPENTRY & RIGHT OF FOOTWAY LIMITED IN HEIGHT TO 2.2 ABOVE STATED LEVELS (WIDE DP 1010966)
- 821 ESCAPEMENT FOR PARKING LIMITED IN HEIGHT TO 2.2m ABOVE STATED REDUCED LEVELS (WIDE DP 1010966)
- 822 RIGHT TO USE FIRE PASSAGE LIMITED IN HEIGHT FROM R.L. 14.30 TO R.L. 17.40
- 823 RIGHT OF CARPENTRY & RIGHT OF FOOTWAY LIMITED IN HEIGHT TO 2.2m ABOVE STATED REDUCED LEVELS (WIDE DP 1010966)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TILES (FREEDOM DEVELOPMENT) ACT 1973 AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

824 & \* DENOTES COMMON PROPERTY OR STRUCTURAL CUBIC SPACE

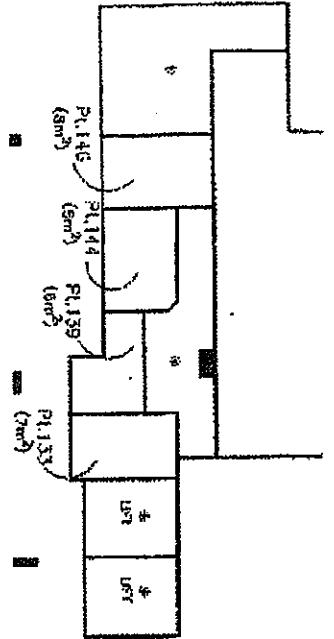
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET NO. 10 of 22 SHEETS

S.P. 68443

STORAGE LEVEL L1

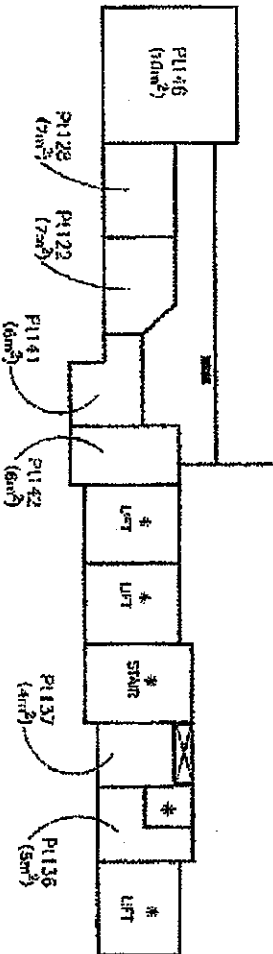


SEE SHEET 15 FOR DETAIL  
 STORAGE LEVEL 4

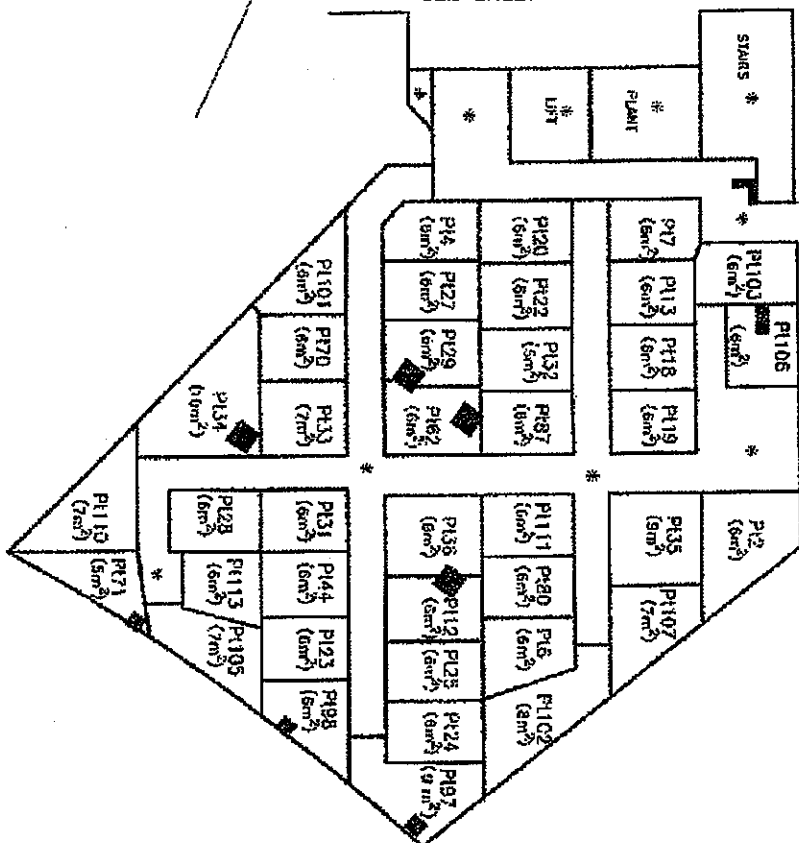
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1975  
 AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN  
 \* & \* DENOTES COMMON PROPERTY OR STRUCTURAL CLASH

STORAGE LEVEL 3

SEE SHEET 14 FOR DETAIL



SEE SHEET 9 FOR DETAIL



Reduction Ratio 1: 150

Lengths are in metres

Registered Surveyor  
*A. J. [Signature]*

Authorised Person/Owner/Manager/Approved Certifier  
*[Signature]*

SURVEYOR'S REFERENCE: 37811PLA



# STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 22 Sheets

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (REFERENCE DEVELOPMENT) ACT 1973

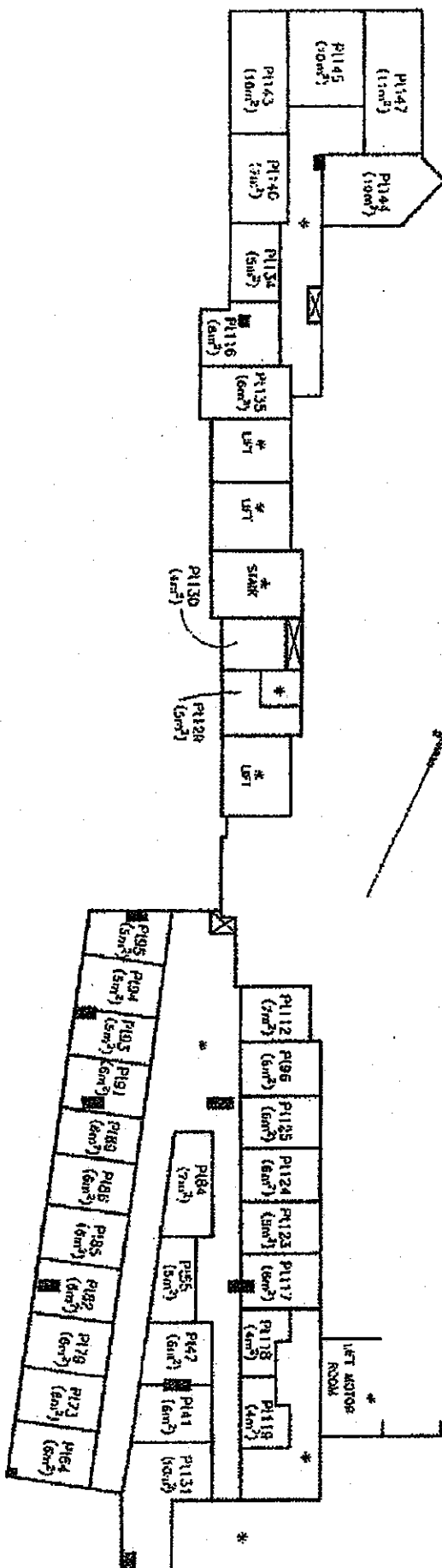
AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

AND \* DENOTES COMMON PROPERTY OR STRUCTURAL CUBIC SPACE

## STORAGE LEVEL 2

SEE SHEET 10 FOR ADJOINING DETAIL

S.P.68443



Reduction Ratio 1:150

Lengths are in metres

*P. J. Kelly*  
Registered Surveyor

Authorised Survey/Engineer/Registered Civilian

SURVEYOR'S REFERENCE: 3751PLA





# STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 22 Sheets

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TILES (FREEHOLD DEVELOPMENT) ACT 1973

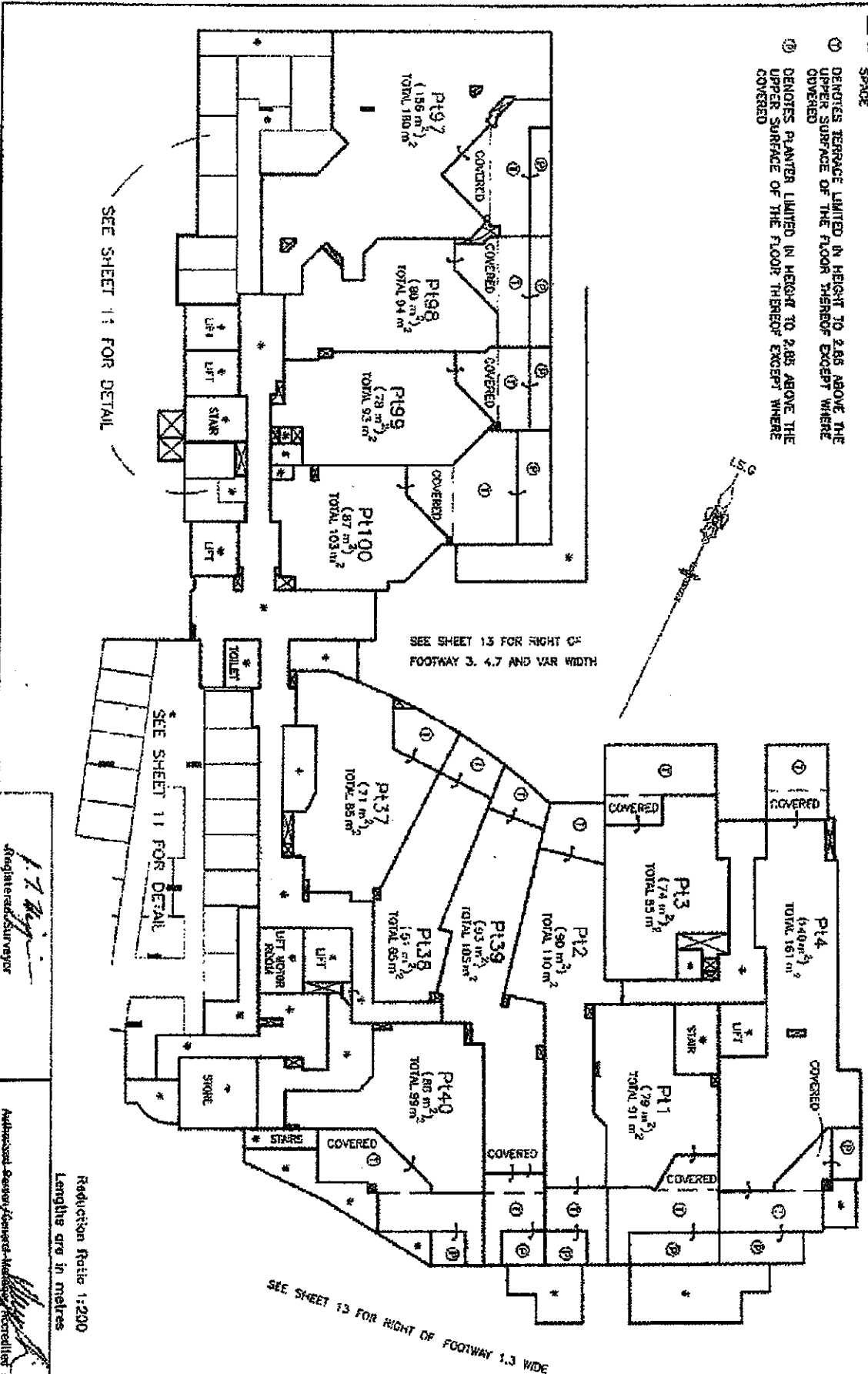
AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

② & \* DENOTES COMMON PROPERTY OR STRUCTURAL CUBIC SPACE

- ① DENOTES TERRACE LIMITED IN HEIGHT TO 2.45 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ② DENOTES PLANTER LIMITED IN HEIGHT TO 2.45 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

## LEVEL 2

S.P.68443





STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 22 Sheets

LEVEL 3

S.P. 68443

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973  
 AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

② DENOTES COMMON PROPERTY OR STRUCTURAL DUBIC SPACE

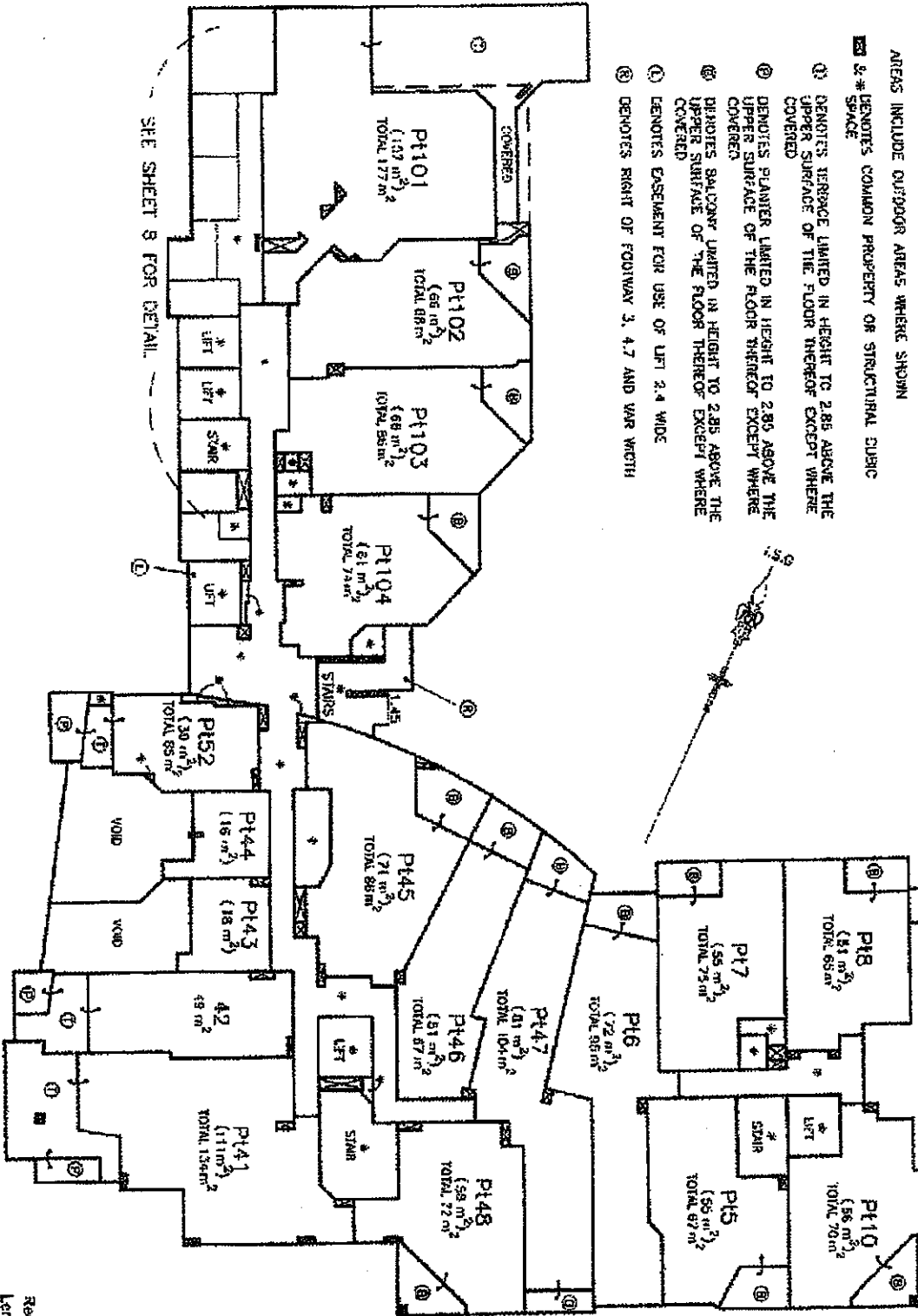
① DENOTES TERRACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

② DENOTES PLANTER LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

③ DENOTES BALCONY LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

④ DENOTES EASEMENT FOR USE OF LIFT 2.4 WIDE

⑤ DENOTES RIGHT OF FOOTWAY 3, 4.7 AND VAR WIDTH



Reduction Ratio 1:200  
 Lengths are in metres

SURVEYOR'S REFERENCE: 3791/PLA

Registered Surveyor

Authorised Professional Engineer/Registered Civil Engineer



# STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

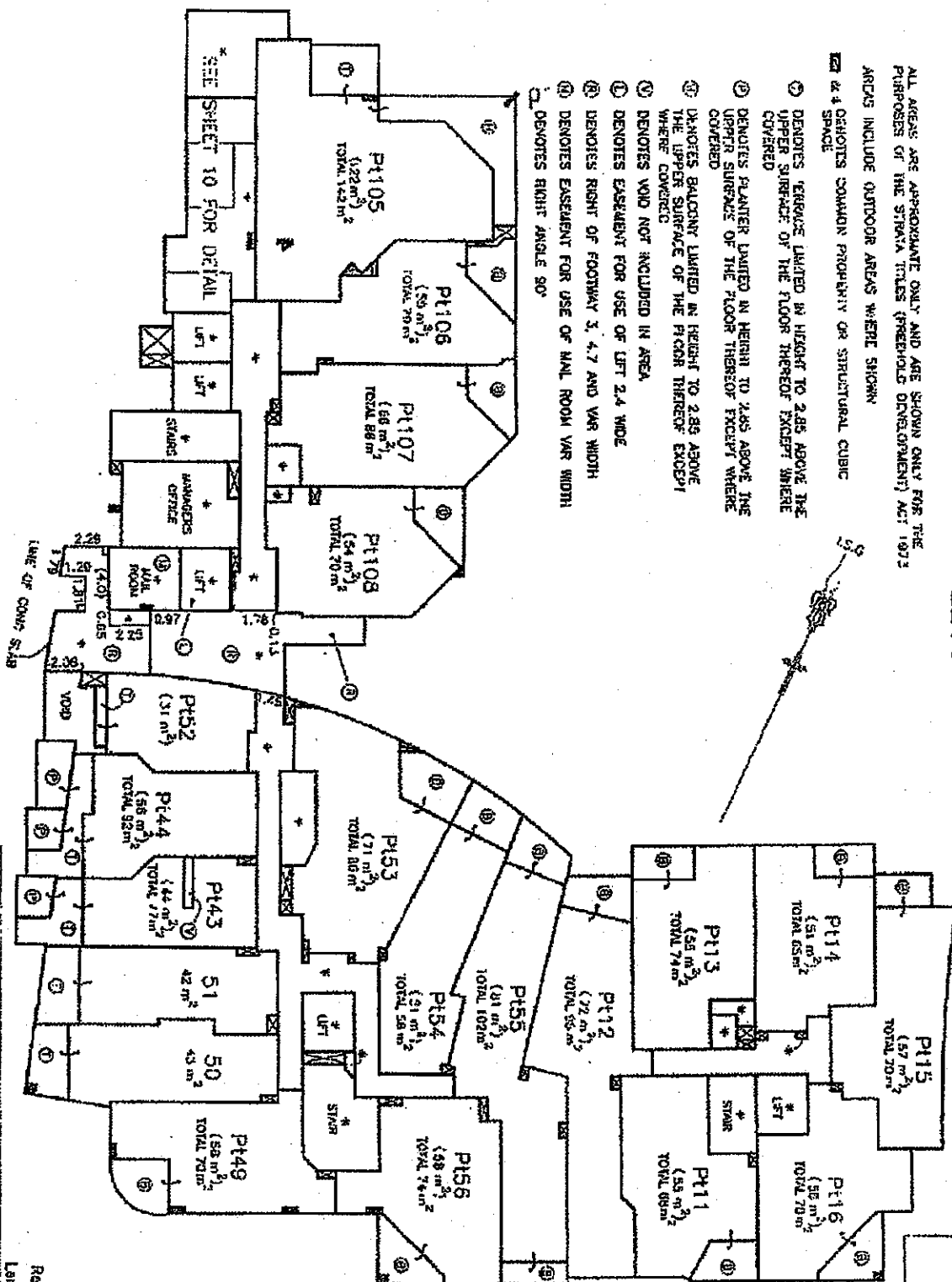
Sheet No. 15 of 22 Sheets

## LEVEL 4

S.P.68443

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973  
AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN  
② & 4 DENOTES COMMON PROPERTY OR STRUCTURAL CUBIC SPACE

- ② DENOTES TERRACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ② DENOTES PLANTER LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ② DENOTES BALCONY LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ① DENOTES VOID NOT INCLUDED IN AREA
- ① DENOTES EASEMENT FOR USE OF LIFT 2.4 WIDE
- ② DENOTES RIGHT OF FOOTWAY 3, 4.7 AND VAR WIDTH
- ② DENOTES EASEMENT FOR USE OF MAIL ROOM VAR WIDTH
- ② DENOTES RIGHT ANGLE 90°



Reduction Scale 1:200  
Lengths are in metres



Registered Surveyor

Authorised Person/Person of the Age of Majority and Not Under

SURVEYOR'S REFERENCE: 572119A

# STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 22 Sheets

## LEVEL 5

S.P.68443

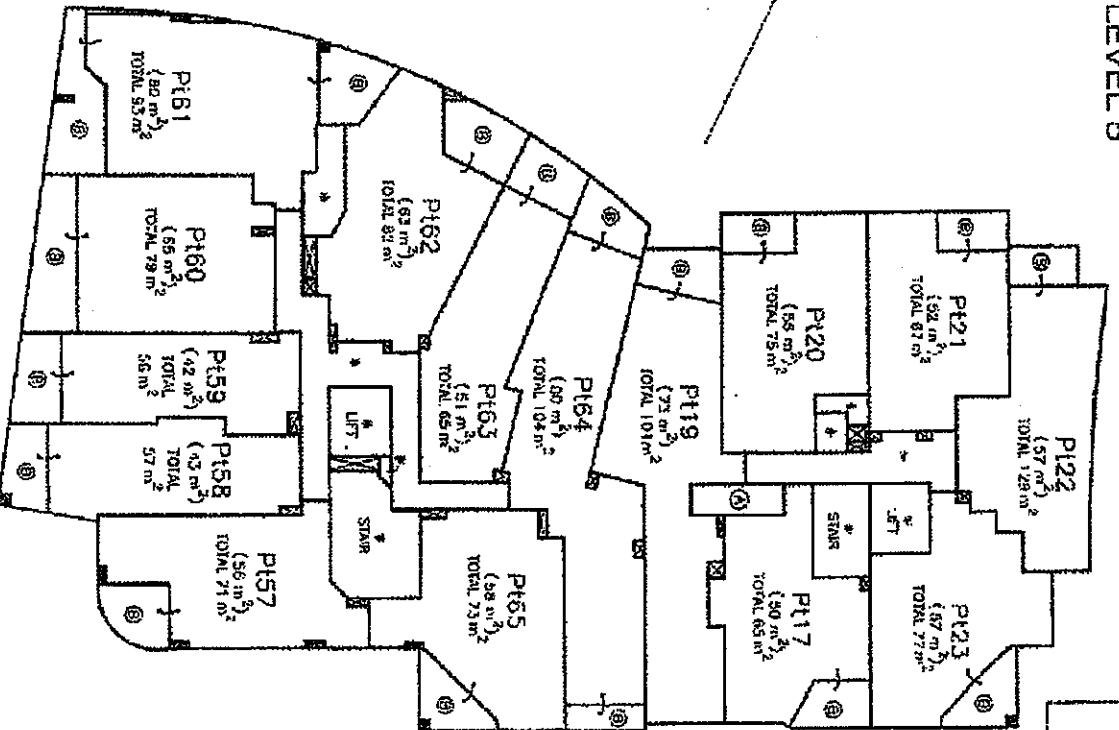
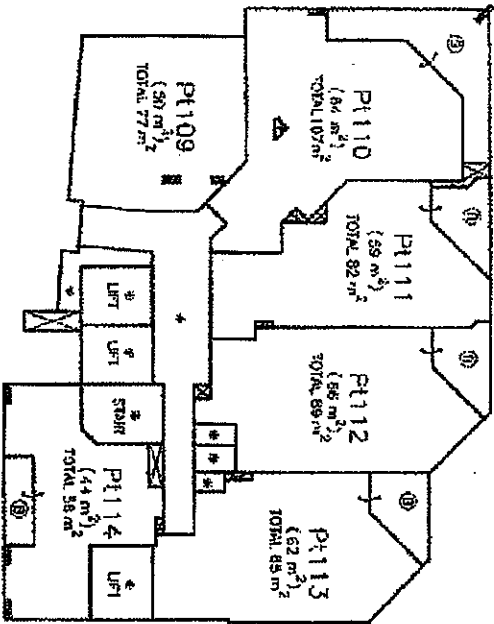
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TRUSTS (FIREHOLD DEVELOPMENT) ACT 1973 AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

② DENOTES COMMON PROPERTY OR STRUCTURAL CLEAR SPACE

③ DENOTES TERRACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

④ DENOTES PT.13 and

⑤ DENOTES BALCONY LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED



Reduction Ratio 1:200

Longities are in meters

Registered Surveyor

Authorised Person/Person in Charge/Registered Surveyor

SURVEYOR'S REFERENCE: 373111PLA

# STRATA PLAN FORM 2

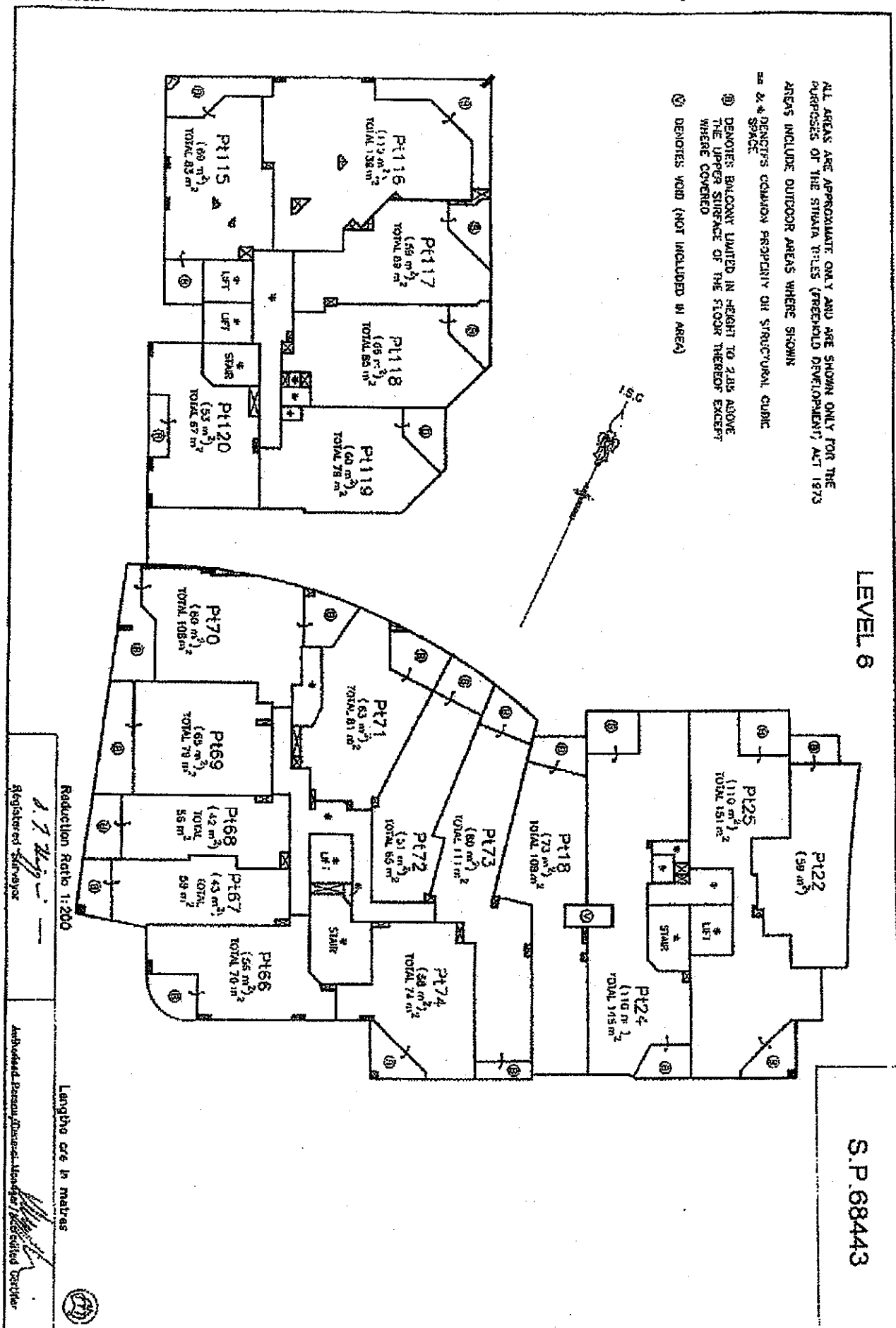
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 22 Sheets

## LEVEL 6

S.P. 68443

- ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TILES (FREEDHOLD DEVELOPMENT) ACT 1973
- AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN
- ± ± ± DENOTES COMMON PROPERTY OR STRUCTURAL CUBIC SPACE
- ⑩ DENOTES BALCONY LIMITED IN HEIGHT TO 2.15 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ⊖ DENOTES VOID (NOT INCLUDED IN AREA)



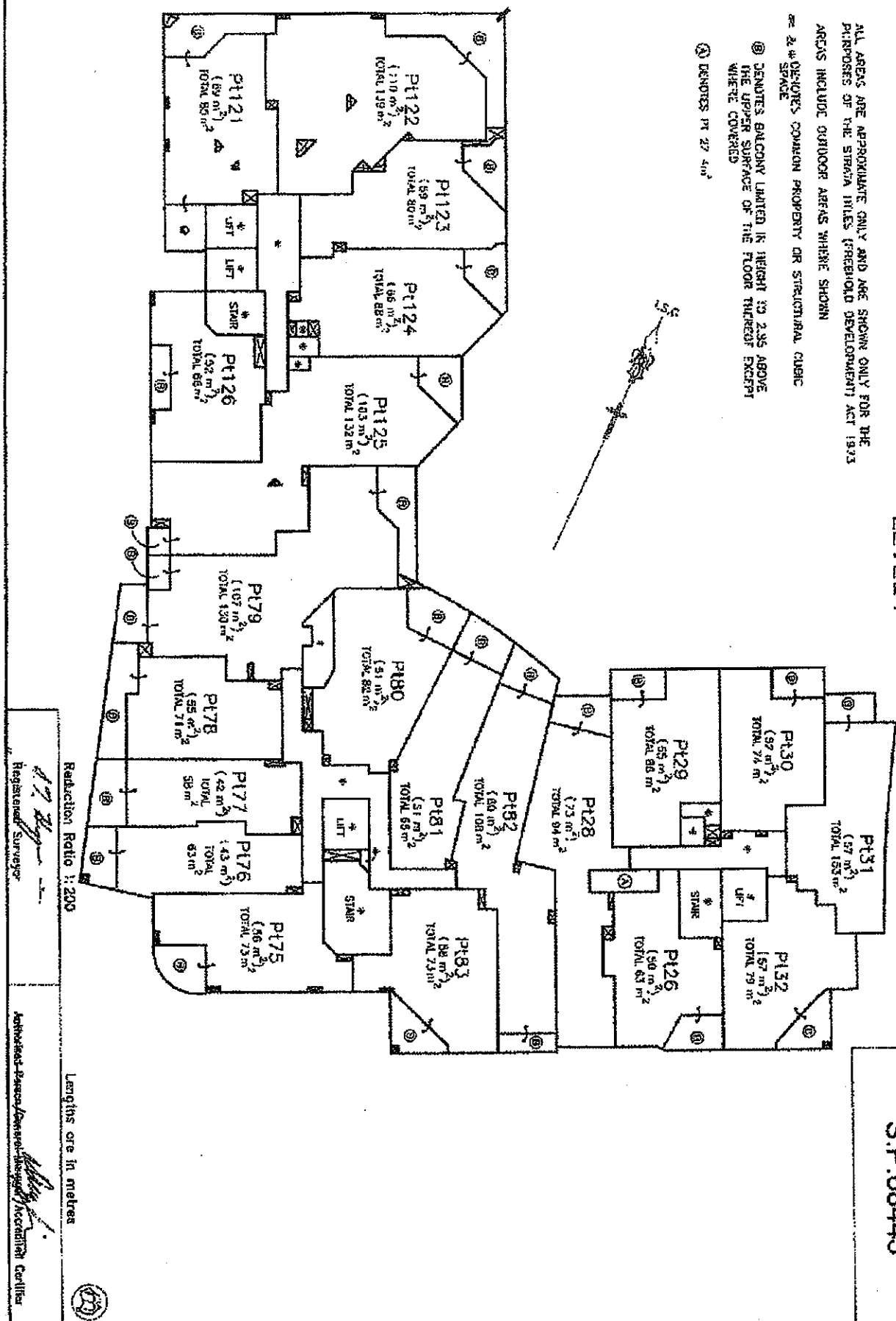
## LEVEL 7

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TILES (FREEDOM DEVELOPMENT) ACT 1973

AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

⑧ DEMOLISH BALCONY LIMITED IN HEIGHT TO 2.95 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

③ REMOTES PT 27 400



Req:R658255 /Doc:SF 0068443 P /Rev:28-Aug-2002 /Sts:SC.OK /Prt:01-Dec-2014 16:41 /Sgs:ALL /Seq:16 of 22  
Ref:26542 /Sgn:F

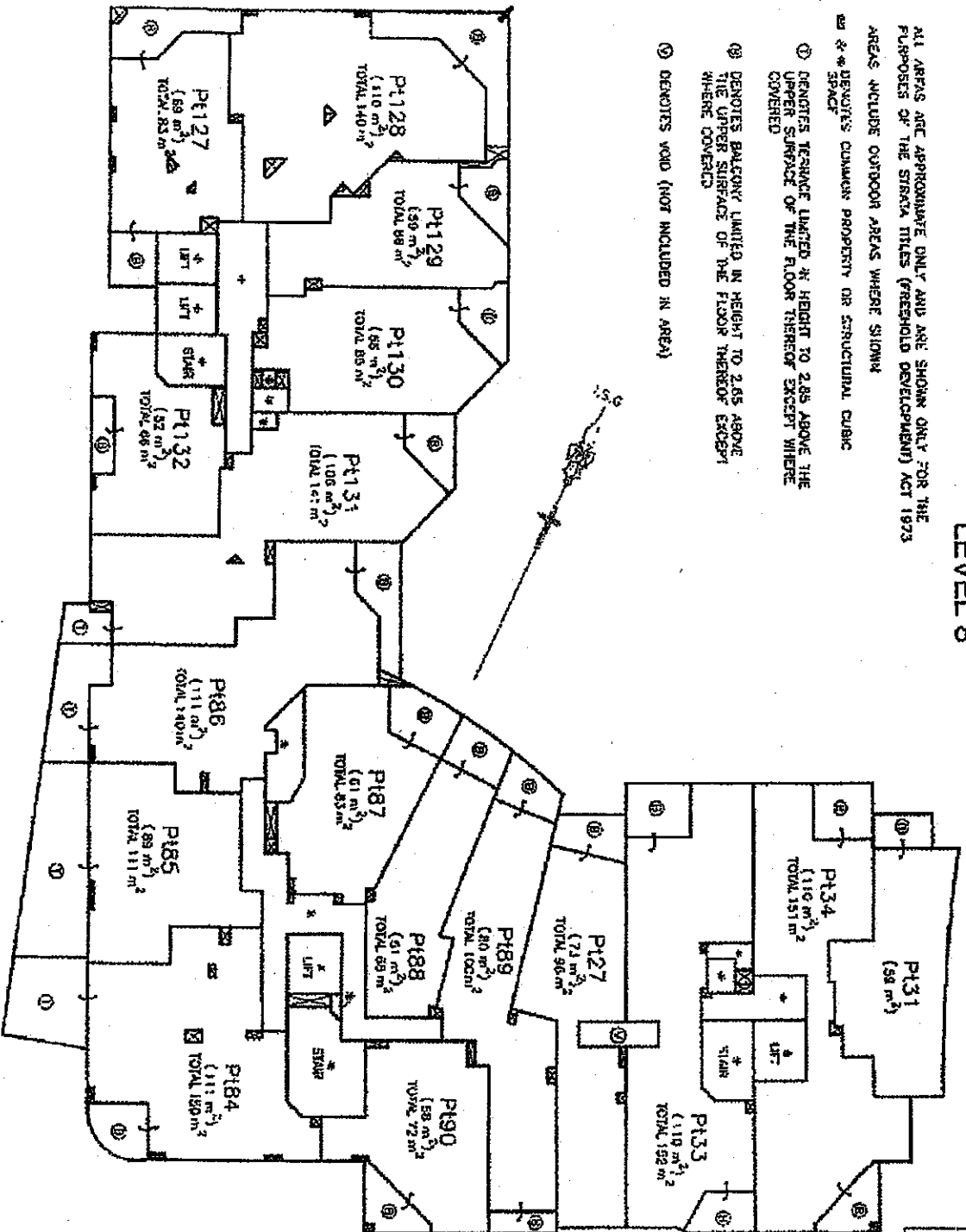
SURVEYOR'S REFERENCE: 07511PLA

## LEVEL 8

S.P. 68443

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973  
AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

- ② DENOTES COMMON PROPERTY OR STRUCTURAL CURB SPACE
- ③ DENOTES TERRACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ④ DENOTES BALCONY LIMITED IN HEIGHT TO 2.65 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ⑤ DENOTES VOID (NOT INCLUDED IN AREA)



Reduction Ratio 1:200

Lengths are in metres

A. J. King

Authorised Survey/Planning/Engineering Practitioner Certificate

SURVEYOR'S REFERENCE: 37517PLA



## STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 22 Sheets

## LEVEL 9

S.P. 68443

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TILES (RESHOLD DEVELOPMENT) ACT 1973 AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

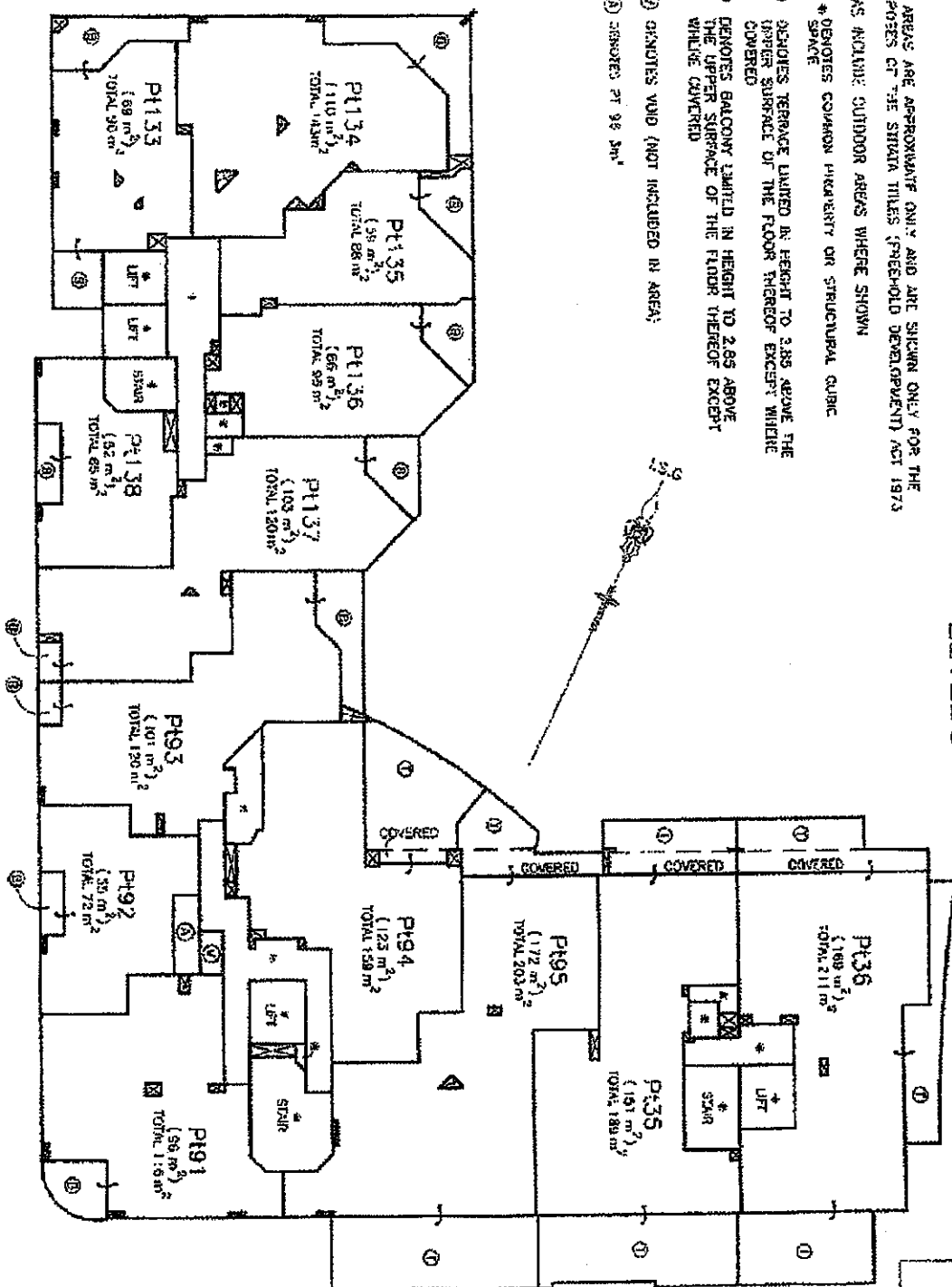
② & \* DENOTES COMMON PROPERTY OR STRUCTURAL CUBIC SPACE

① DECK/TERACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

③ DECK/TERACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED

④ DENOTES VOID (NOT INCLUDED IN AREA)

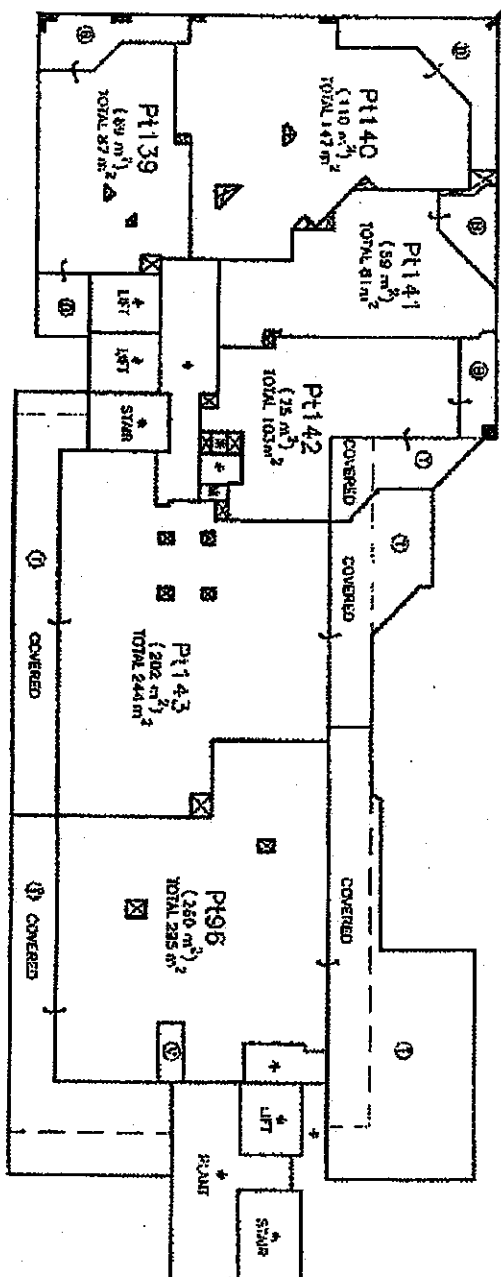
⑤ COVERED PT 30.3m<sup>2</sup>



S.P.68443

denotes common property or structural cube space

- ① DENOTES TERRACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ② DENOTES BALCONY LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COVERED
- ③ DENOTES VOID (NOT INCLUDING IN AREA)



**Lengths are in meters**

~~Partnership Program / Accredited Certificate~~

**SURVEYOR'S REFERENCE: 3751PLA**

# STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

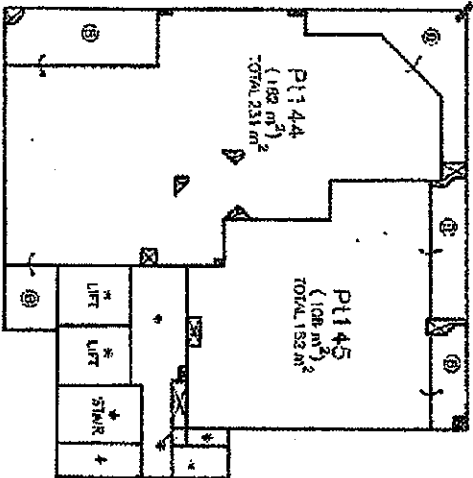
Sheet No. 22 of 22 Sheets

S.P.68443

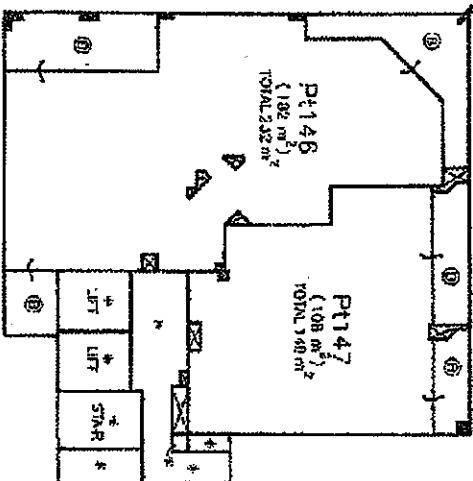
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973. AREAS INCLUDE OUTDOOR AREAS WHERE SHOWN

② DENOTES COMMON PROPERTY OR STRUCTURAL CUBIC SPACE  
③ DENOTES TERRACE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THE FLOOR THEREOF EXCEPT WHERE COMBED

LEVEL 11



LEVEL 12



Reduction Ratio 1:200

Lengths are in metres

1.7.84  
Registered Surveyor

Authorised Person/General Manager/ Accredited Certifier

SURVEYOR'S REFERENCE: 375191A

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

Lengths are in Metres

Sheet 1 of 4 Sheets

**SP68443**

PLAN

Plan of Subdivision of lot 204  
In DP 1010966

Full Name and Address of  
Proprietor of the Land

Baltech Pty Ltd ACN 073 541 947  
1st Floor, 1 York Street  
SYDNEY NSW 2000

Full Name and Address of First  
Mortgagees of the Land

Westpac Administration Pty Limited  
Level 25  
60 Martin Place  
SYDNEY NSW 2000

**PART 1**

1. Identity of Easement Firstly referred  
to in abovementioned plan.

Restriction on the use of land.

**SCHEDULE OF LOTS ETC AFFECTED**

Lots burdened

All Lots

Lots benefited

Every other Lot including Lot CP

2. Identity of Easement Secondly  
referred to in abovementioned plan.

Restriction on the use of land

**SCHEDULE OF LOTS ETC AFFECTED**

Lots burdened

Lot CP

Lots benefited

Authority benefited: City of Sydney

3. Identity of Easement Thirdly  
referred to in abovementioned  
plan.

Right of footway 1.1 wide

**SCHEDULE OF LOTS ETC AFFECTED**

Lots burdened

Lot CP

Lots benefited

Lot CP/SP65507 and CP/SP62950

*Handwritten signature/initials*

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

Lengths are in Metres

Sheet 2 of 4 Sheets

Plan of Subdivision of lot 204  
in DP 1010966

**SP68443**

4. Identity of Easement Fourthly  
referred to in abovementioned  
plan.

Right of Footway 3, 4.7 and variable width

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot CP

**Lots benefited**

Lot CP/SP68059 and CP/SP65507

5. Identity of Easement Fifthly  
referred to in abovementioned  
plan.

Easement for use of Lift 2.4 wide

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot CP

**Lots benefited**

Lot CP/SP68059 and CP/SP65507

6. Identity of Easement Sixthly  
referred to in abovementioned  
plan.

Easement for use of Mail Room variable  
width

**SCHEDULE OF LOTS ETC AFFECTED**

**Lots burdened**

Lot CP

**Lots benefited**

Lot CP/SP65507

**PART 2**

**DEFINITIONS**

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

Grantee means every person who, at any time, is entitled to an estate or interest in possession of the Lot benefited but excluding a person with an estate or interest by virtue of a lease or licence.

Grantor means every person who, at any time, is entitled to an estate or interest in possession of the Lot burdened but excluding a person with an estate or interest by virtue of a lease or licence.

Invitees includes visitors.

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

Lengths are in Metres

Sheet 3 of 4 Sheets

Plan of Subdivision of lot 204  
in DP 1010966

**SP68443**

**1. Terms of Restriction firstly referred to in abovementioned plan**

The on-site car parking spaces are not to be used by those other than an occupant, tenant, lessee or resident of a unit in the subject building. Any occupant, tenant, lessee or registered proprietor of any of the Lots burdened or part thereof shall not enter into an agreement to lease, licence or transfer ownership of any car parking spaces to those other than an occupant, tenant, lessee or resident of a unit in the subject building.

**2. Terms of Restriction secondly referred to in abovementioned plan**

No part of the common property, apart from the designated visitor car spaces which are to be used only for the purpose of parking vehicles of visitors to the building is to be used for parking or storage of vehicles or boats, and the owners corporation must not grant or permit to be granted any lease, licence, sub-lease or exclusive use rights, or otherwise part with possession of any part of the common property, including the visitor car spaces, for the purpose of parking or storage of vehicles or boats.

Name of authority having the power to release,  
vary or modify the restriction firstly and secondly  
referred to in the abovementioned plan:

City of Sydney.

**3. Terms of Easement Thirdly referred to in abovementioned plan**

The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot at all times from or to the Lot benefited through the site of this easement.

**4. Terms of Easement Fourthly referred to in abovementioned plan**

The Grantor grants to the Grantee, Authorised Users and Invitees the right to pass on foot at all times from or to the Lot benefited through the site of this easement.

**5. Terms of Easement Fifthly referred to in abovementioned plan**

The Grantor grants to the Grantee, Authorised Users and Invitees the right to use the Lift on the site of this easement for the purposes of travel through the Lot burdened.

**6. Terms of Easement Sixthly referred to in abovementioned plan**

The Grantor grants to the Grantee and Authorised Users the right to:

- (a) enter upon the site of this easement to repair and maintain mail boxes within the site of this easement; and

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

Lengths are in Metres

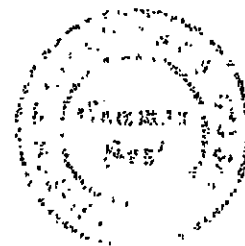
Sheet 4 of 4 Sheets

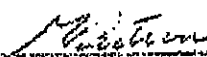
Plan of Subdivision of lot 204  
in DP 1010966

**SP68443**

- (b) to deliver or collect mail for or to an owner or lessee of a lot within the Lot benefited; and
- (c) In exercising those powers, the Grantee must:
- (i) ensure all work is done properly; and
  - (ii) cause as little inconvenience as is practicable to the Grantor; and
  - (iii) cause as little damage as is practicable to the Lot burdened and any improvement on it; and
  - (iv) restore the Lot burdened as nearly as is practicable to its former condition; and
  - (v) make good any collateral damage.

Executed by **FELTECH PTY LIMITED**  
A.C.N. 073 541 947 by authority of its Board  
of Directors in the presence of:



  
Secretary M.J. SUTUNC

  
Director M.S.N. AUSTIN

Signed on behalf of **WESTPAC  
ADMINISTRATION PTY LIMITED** by  
its Attorney in the presence of:

  
Signature of Attorney P. Heston

  
Witness

  
Bradley Morris  
Print Name

  
Print Name

Registrar-General No 119

Book 4315

REGISTERED



27.8.2002

Form: 15CB  
Release: 1.1  
www.pls.gov.au

# CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



AB965285T

PRIVACY NOTE: This information is legally required and will be

(A) TOWN'S TITLE

For the common property

CP/SF 65507

(B) DELIVERED BY

Delivery Box	Name, Address or DX and Telephone LLEN: 123234Y ST-LIN EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 555 0207	CODE  CB
495R	Reference (optional):	

(C) The Owners-Strata Plan No 65507... certify that pursuant to a resolution passed on 09 November 2005 and in accordance with the provisions of

(D) section 27 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE  
Added by-law No Special 1, 2 & 3  
Amended by-law No NOT APPLICABLE  
as fully set out below

(that annexure hereto)

(F) The common seal of the Owners-Strata Plan No 65507 was affixed on 01 Dec 2005 in the presence of—

Signature(s):

*[Handwritten signature]*



Name(s):

DEBBIE RICHARDS

being the person(s) authorized by section 238 of the Strata Schemes Management Act 1996 to affix the seal.

(G) COUNCIL'S CERTIFICATE UNDER SECTION 66(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 4

LAND AND PROPERTY INFORMATION NSW



**STRATA SCHEME NO 65507**  
**ANNEXURE TO NOTIFICATION OF BY-LAWS**

**SPECIAL BY-LAW 1 - BUILDING WORKS/ALTERATIONS TO A LOT**

**Building Works**

1.1 An owner or occupier must comply with this by-law if they want to:

- (a) do building work in their lot;
- (b) do work to services in their lot;
- (c) alter the structure of their lot.

1.2 Before doing the work or alteration, the owner or occupier must:

- (a) get the necessary consents from the Owners' Corporation, and Government Agencies;
- (b) if the work or alteration affects common property, get written consent from the Owners' Corporation;
- (c) give the Owners' Corporation at least 28 days written notice describing what work they propose to do; and
- (d) upon making application for Owners' Corporation consent pay a security deposit of \$500 (to be released on the satisfaction & authority of the executive committee) and undertake to pay the reasonable costs of any consultants retained by the Owners' Corporation to advise on the application or on compliance with a consent given to the owner.

1.3 If an owner or occupier does building works or alterations in a lot, they also must:

- (a) before doing the work, please enquire with the Building Manager where service lines and pipes are located;
- (b) not damage service lines or pipes or interrupt services or risk damage to

THE COMMON SEAL OF THE OWNERS - STRATA PLAN NO 65507 was affixed on the 27 day of DEC 2005 in the presence of

Name: DEBBIE RICHARDS  
Signature: [Signature]

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



the structure of the building.

- (c) Use qualified, reputable and, where applicable, licensed contractors approved by the Owners' Corporation.
- (d) Comply with the Architectural and landscape standards;
- (e) Do the work in a proper manner and to the reasonable satisfaction of the Owners' Corporation, and Government Agencies; and
- (f) Repair any damage caused to common property or the property of an owner or occupier. For this purpose an owner is responsible for damage caused by their tenant, licensee, invitee, contractor, sub-contractor or agent.

1.4 An owner or occupier must not remove or alter a structural wall.

1.5 The Owners' Corporation may:

- (a) impose conditions in any consent to an application under this By-law including but not limited to the signing of an agreement in any form it may adopt for such applications; and
- (b) employ consultants at the cost of the applicant to advise on any such applications, and on the compliance with any conditions included in a consent granted.

#### **SPECIAL BY-LAW 2 - CHANGING NON STRUCTURAL WALLS**

2.1 An owner or occupier may subject to special by-law 1:

- (a) alter or remove non structural walls in their lot; and
- (b) make or close openings in non structural common property walls between two lots that they own or occupy.

2.2 If a wall is changed under this by-law, the owner or occupier must:

- (a) comply with the conditions in special by-law 1.2, & 1.3 and;
- (b) lodge any necessary building alteration plan with the Registrar General.

THE COMMON SEAL OF THE OWNERS - STRATA PLAN  
NQ 65587 was affixed on the 4 day of DEC 2005 in the  
presence of

Witness: Debbie Richards

Signature: [Signature]

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



2.3 It is a condition of an owner or occupier changing a wall under this by-law That:

- (a) the owners corporation does not have to reinstate the wall, or maintain or repair any new wall; and
- (b) the owner or occupier acknowledges this for themselves and future owners of the lot.

**SPECIAL BY-LAW 3 - CONSENT OF OWNERS CORPORATION**

- i) A consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition that the owner or occupier of the lot in which the consent relates is responsible for compliance with the terms of the consent.
- ii) Any application for consent must be in writing.

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 65507 was affixed on the 01 day of Dec 2005 in the  
presence of

Names: Diana Burgess  
Signatures: [Signature]

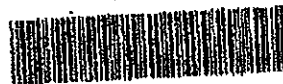
being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



Form: 15CB  
Release: 2.0  
www.lands.nsw.gov.au

# CHANGE OF BY-LAW

New South Wales  
Real Property Act 1900



AC870255G

PRIVACY NOTE: Section 58B of the Real Property Act 1900 (RPA) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 58B RPA requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property  
CS/SP65507

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
495R	DLER: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9292 0107	CB
Reference:		

(C) The Owners-Strata Plan No. 65507 certify that pursuant to a resolution passed on 19 December 2006 and in accordance with the provisions of section No. 32 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows:-

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-law 4

Amended by-law No. NOT APPLICABLE

as fully set out below:

(See annexure hereto)



(F) The common seal of the Owners-Strata Plan No. 65507 was affixed on 10/1/2007 in the presence of—

Signature(s): [Signature]

Name(s): Michael G. Wilson

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE (UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996)

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

ALL INFORMATION MUST BE IN BLOCK CAPITALS.  
0507

**STRATA SCHEME NO 65507**  
**ANNEXURE TO NOTIFICATION OF BY-LAWS**

**SPECIAL BY-LAW 4 - Ballards in Lot Owners' Car Spaces**

On the conditions set out in this by-law, the owner for the time being of a lot comprising or containing a car parking space shall have a special use privilege in respect of the common property to attach to the common property a parking restriction device ("Parking Bollard") to a design as approved by the Owners Corporation, to prevent access by unauthorised persons to the car parking space comprised or contained in such lot.

**Conditions**

1. Before commencing any work, an owner must:
  - (a) obtain the written approval of the Executive Committee to erect a Parking Bollard;
  - (b) comply with the design and specifications approved by the Executive Committee from time to time;
  - (c) furnish the Owners Corporation with a copy of all such council approvals, including all conditions of approval, plans, drawings, specifications and notes as may be required by the local Council; and
  - (d) undertake the works in a proper and workmanlike manner, using proper and best quality materials and in accordance with the Building Code of Australia and all applicable Australian Standards.
2. The owner must maintain the Parking Bollard in a state of good and serviceable repair, and must renew or replace the Parking Bollard whenever damaged or otherwise necessary and shall remove the Parking Bollard on demand made by the Executive Committee;
3. The owner must make good any damage to the common property caused by or consequent upon the attachment of the Parking Bollard or its removal;

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 65507 was affixed on the 10 day of JAN 2007 in the  
presence of

Names: Libby E. Olson  
Signatures: [Signature]

being the persons authorised by Section 138 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



4. The owner must furnish to the Owners Corporation a key to any lock or other security mechanism fitted to the Parking Bollard, and the attaching of the Parking Bollard shall constitute a consent by the owner to access to the car parking space or car parking spaces by the Owners Corporation, its servants, agents and contractors, for the purposes of discharging its statutory responsibilities.

Subject to any amendment of the By-Laws from time to time, to any resolution of the Owners Corporation and the provisions of this by-law, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 65507 was affixed on the 10 day of JAN 2007 in the  
presence of

Witness: Lilia G. Olson  
Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



Form: 15CB  
Release: 2.0  
www.lands.nsw.gov.au

**CHANGE OF BY-LAW**  
New South Wales  
Real Property Act 1900



**AD790985L**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RPA) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 36B RPA Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP 65507		
(B) LODGED BY	Document Collection Box TW	Name, Address or DX and Telephone Suzie Brooks & Company Strata Lawyers DX 10521 NORTH SYDNEY Tel: 9522-7273 Reference: 665555	CODE  <b>CB</b>

- (C) The Owners-Strata Plan No. 65507 certify that pursuant to a resolution passed on 19 December 2007 and in accordance with the provisions of Section No. 47 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows:-
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-law 6  
Amended by-law No. NOT APPLICABLE  
as fully set out below:
- SEE ANNEXURE 'A'



- (F) The common seal of the Owners-Strata Plan No. 65507 was affixed on 18/01/08 in the presence of—  
Signature(s): *E. Maloney*  
Name(s): *EM MALONEY*  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.
- (G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996  
I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.  
Signature of authorised officer: \_\_\_\_\_  
Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0507

Page 1 of 3

DEPARTMENT OF LANDS  
LAND AND PROPERTY INFORMATION DIVISION

*Legh*

Annexure "A" to CHANGE OF BY-LAWS

Parties: The Owners - Strata Plan No. 65607

Dated:

Special By-law No. 8: Storage in Car Parking Spaces

- (1) Subject to By-law 3, an Owner or Occupier must not use the car parking space forming part of that Owner or Occupier's Lot for any other purpose including:
  - (a) as a storage area;
  - (b) for the washing of vehicles or equipment; or
  - (c) for the carrying out of mechanical or other repairs,provided that this by-law does not apply to the storage of items in the car parking space that are contained wholly within an Approved Storage Box pursuant to this by-law.
- (2) The owners corporation may from time to time, by resolution of its executive committee, approve the make, style or form of a standard form storage box or cabinet for installation and use in carparking spaces in the strata scheme ("Approved Storage Box").
- (3) If an Owner or Occupier wishes to store any item in the car parking space forming part of that Owner or Occupier's Lot, the Owner or Occupier may do so only if the Owner or Occupier first installs an Approved Storage Box in that car parking space and not otherwise.
- (4) Any item stored in a car parking space forming part of a Lot must be wholly contained within the Approved Storage Box installed in the car parking space.
- (5) This by-law does not prevent the storage in a car parking space forming part of a Lot of a motor vehicle, motor cycle, caravan, boat or trailer.
- (6) If at any time an Owner or Occupier stores items in the car parking space forming part of that Owner or Occupier's Lot otherwise than as permitted in this by-law, the executive committee (acting reasonably) may by resolution determine that those items must be removed from the car parking space and give to that Owner or Occupier a notice requiring their removal.
- (7) If the executive committee gives an Owner or Occupier a notice requiring the removal of items from the car parking space forming part of that Owner or Occupier's Lot, the Owner or Occupier must comply with that notice and remove those items from the car parking space within 14 days of the notice being served on the Owner or Occupier.
- (8) If the executive committee gives a notice to an Owner or Occupier to remove items from the car parking space forming part of that Owner or Occupier's Lot the storage of which items in the opinion of the executive committee, reasonably held, constitutes a hazard or fire risk, and the Owner or Occupier fails to remove all of those items from the

*E. Maloney*



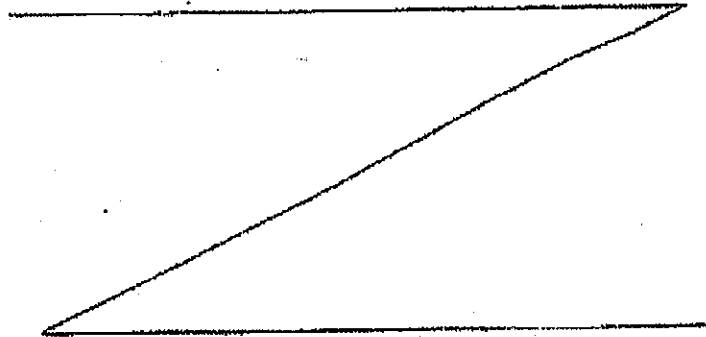
Annexure "A" to CHANGE OF BY-LAWS

Parties: The Owners - Strata Plan No. 65507

Dated:

car parking space within 14 days after the notice to remove is served on the Owner or Occupier, the executive committee may remove, or procure the removal of, those items from the car parking space and dispose of them in such manner as the executive committee deems fit.

- (9) The powers, duties and obligations contained in this by-law are in addition to and not in derogation of by-law 3.



*E. Maloney*

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# CHANGE OF BY-LAWS

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



AG737550A

**PRIVACY NOTE:** Section 218 of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 255 RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property CP/SP 65507
--

(B) LODGED BY

Document Collection Box	Name, Address or D.K. Telephone, and Customer Account Number if any	CODE
495R	LFN: 122354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2002 PHONE: 9252 0107	CB
References:		

(C) The Owners-Strata Plan No. 65507 certify that pursuant to a resolution passed on 28 November 2011 and

(D) in accordance with the provisions of Section 67 of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-law 7

Amended by-law No. NOT APPLICABLE

as fully set out below:

## SPECIAL BY-LAW 7 - Electronic Delivery of Notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.



(F) The common seal of the Owners-Strata Plan No. 65507 was affixed on 22 December 2011 in the presence of—

Signature(s): [Signature]

Name(s): ARCHIEEL BALA

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0911

Page 1 of 1

LAND AND PROPERTY MANAGEMENT AUTHORITY

*[Handwritten mark]*

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**CHANGE OF BY-LA**  
New South Wales  
Real Property Act 1900



**AD927593W**

**PRIVACY NOTE:** Section 91B of the Real Property Act 1900 (RPA) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 95B RPA requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CB/SF 65507	
(B) LODGED BY	Document Collection Box <i>1W</i>	Name, Address or DX and Telephone Sunie Broome & Company SOLICITORS DX 10521 NORTH SYDNEY Tel: 9522-7373 Reference: SBC:651
		CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 65507 certifies that pursuant to a resolution passed on 27 April 2008 and in accordance with the provisions of Section No. 52 of the Strata Schemes Management Act 1996
- (D) The by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law 6  
Amended by-law No. NOT APPLICABLE  
as fully set out below:
- SEE ANNEXURE "A"



- (F) The common seal of the Owners-Strata Plan No. 65507 was affixed on 22/4/08 in the presence of—  
Signature(s): *[Signature]*  
Name(s): *Libby G. Olson*  
being the person(s) authorised by section 218 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.
- (G) COUNCIL'S CERTIFICATE UNDER SECTION 59(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996  
I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.  
Signature of authorised officer: \_\_\_\_\_  
Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

Annexure "A" to CHANGE OF BY-LAWS

Parties: The Owners - Strata Plan No. 65507

Dated:

**Special By-law No. 6: Installation of Awnings in Lot 42**

- (1) Despite any other by-law and on the conditions set out in this by-law, the owner for the time being (the "Owner" for the purpose of this by-law) of lot 42 (the "Lot") shall have a special privilege in respect of the common property to install and keep awnings above the terrace of the Lot affixed to the northern and north-eastern facing edges of the overhanging slab and a right of exclusive use of that part of the common property affected by the installation of the awnings.
- (2) The awnings may only be installed and kept affixed to the common property overhanging slab of the Lot on the condition that:
  - a) The awnings proposed to be installed are cassette folding arm awnings produced by Gooddeal Fabric Systems Pty. Limited of a type BX260 or equivalent in each case finished in a colour which is in keeping with the external finish of the building;
  - b) The awnings installed in the Lot must each be of the same type, colour, material and design;
  - c) When fully extended, the awnings must not extend beyond the outer perimeter of the Lot;
  - d) The Owner must, at the cost of the Owner, keep the awnings clean and in a state of good and serviceable repair and must repair or replace any worn out or damaged awning as soon as practicable after the awning becomes worn out, defaced or damaged;
  - e) Prior to installing the awnings the Owner must obtain and provide to the executive committee any required approval of the Council of the City of Sydney for the installation of the awnings attached to the edge of the common property overhanging slab of the Lot;
  - f) The Owner is liable for any damage caused to any part of the common property as a result of the installation and keeping of the awnings on the common property overhanging slab of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

For the avoidance of doubt, the Owner is at all times responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the awning installed on the common property



*L. L. A. G. OLSON*  
L. L. A. G. OLSON  
22/1/2008

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**CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



**AG737550A**

**PRIVACY NOTE:** Section 21B of the Real Property Act 1900 (RPA) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 25G RPA Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/CP 65507		
(B) LODGED BY	Document Collection Box  495R	Name, Address or DX, Telephone, and Customer Account Number if any LPN: 1233547 BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 5197 Reference:	CODE  <b>CB</b>

- (C) The Owners-Strata Plan No. 65507 certify that pursuant to a resolution passed on 28 November 2011 and  
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-law 7  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

**SPECIAL BY-LAW 7 - Electronic Delivery of Notices**

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.



- (F) The common seal of the Owners-Strata Plan No. 65507 was affixed on 22 December 2011 in the presence of—

Signature(s):

Name(s): ARCHIEL BALA

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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Form: 15CB  
Release: 32

**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

**AI301178B**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 95B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property  
CP/SP65507

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Legalix Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: (02) 9230 6900 References: PW-1526 BANL 14658023	CODE  <b>CB</b>
-------------------------------	--	-----------------------

- (C) The Owners-Strata Plan No. 65507 certify that pursuant to a resolution passed on 7 November 2013 and  
(D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special by-law 8  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

Please see Annexure "A".

- (F) The common seal of the Owners-Strata Plan No. 65507 was affixed on 14/12/2013 in the presence of—

Signature(s):

Name(s):

**Duty Authorised Officer**

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



## ANNEXURE A

### Special By-law B

### By-law to regulate installation of hard surface flooring within lots

#### PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

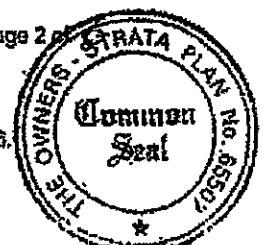
- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance, if required.
- (c) **Lot** means a lot in strata scheme 65507.
- (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 65507.
- (f) **Required Documents** means:
  - (i) existing plans, specifications, drawings;
  - (ii) proposed plans, specifications and drawings and manufacturer's details;
  - (iii) if the plans and drawings do not adequately describe the works, a description of the works;
  - (iv) specifications and manufacturer's details for acoustic membrane regarding the installation of any hard surface flooring surfaces;
  - (v) specifications and manufacturer's details for waterproof membrane regarding the installation of hard surface flooring surfaces; and
  - (vi) any other document reasonably required by the Owners Corporation.
- (g) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective lot including (but not limited to) parquet, floating timber or the like.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Being the ~~Duty Authorised Officer~~ John Passa Section 238 of the Strata Schemes Management Act 1996.

Page 2 of



1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

## PART 2 GRANT OF RIGHT

2.1 An Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by-law.

## PART 3 CONDITIONS

### PART 3.1 Acoustics and Insulation

3.1 The Owner or Occupier must:

- (a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot; and
- (b) The Owner or Occupier must install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot :
  - (i) for lots located on the ground level, the acoustic membrane must be a minimum 5mm thick closed cell underlay; and
  - (ii) for lots located on all other levels, the acoustic membrane must be a 9mm thick or a 6/4mm thick Regupol underlay.
- (c) if that Owner or Occupier is seeking to undertake the Works within the bathroom, kitchen, laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

### PART 3.2 By-law may be required

3.2 If the works add to, alter or erect new structures on the common property, the owner or occupier will be required to obtain approval for the works from the owners corporation by way of a:

- (a) motion under section 86A of the Act; and/or
- (b) by-law under section 52 and/or section 65A of the Act.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Being the ~~Duly Authorised Officer~~  
Being the person authorised by section 238 of the Strata Schemes Management Act 1996

Page 3 of 6





**PART 3.3**  
**Before commencement**

**3.3** Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form of an approval under section 52 or 65A of the *Strata Schemes Management Act 1996* granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) effect and maintain insurance and provide a copy to the Owners Corporation;
- (e) provide specifications in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;
- (f) provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring, including certification that the proposed flooring works will not increase the likelihood of transmission or noise to the floor below or adjoining lots;
- (g) provide a report from a suitably qualified installer in regards to the adequacy of the proposed flooring and treatment of the flooring; and
- (h) pay to the Owners Corporation a reasonable bond, to be held by the Owners Corporation pending completion of the Works and rectification of any damage to common property or the property of another Owner or Occupier.

**PART 3.4**  
**During construction**

**3.4** Whilst the Works are in progress the Owner or Occupier must:

- (a) not commence laying or re-laying timber or other items that have been removed incidental to the Works, until such time as:
  - (i) a suitably qualified engineer or building consultant approved by the Owners Corporation has inspected and certified that the works contemplated within clause 3.1(a) and clause 3.1(b) of this by-law have been installed in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards; and
  - (ii) the Owners Corporation has provided its approval to the respective Owner or Occupier to proceed with their Works, such approval to be provided within a reasonable time of being provided with the certification contemplated within Clause 3.4(a)(i).
- (b) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Being the person(s) authorised by section 238 of the *Strata Schemes Management Act 1996*.

Page 4 of 6



- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time;
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (k) ensure that the Works are not carried out on Sundays or public holidays;
- (l) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel; and
- (m) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls.

#### **PART 3.5** **After construction**

- 3.5 After the Works have been completed the Owner or Occupier must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
  - (c) provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents; and
  - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

#### **PART 3.6** **Enduring rights and obligations**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Being the ~~Authorized Officer~~ of the Owners Corporation, I hereby certify that this section 238 of the Strata Schemes Management Act 1986



3.6 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996

Page 6





Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

**AN221717R**

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP 65507		
(B) <b>LODGED BY</b>	Document Collection Box <b>330B</b>	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R      PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609      SYDNEY DOWNTOWN Reference: F1111809895 - Sydney	CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 65507 certify that a special resolution was passed on 12/10/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. By-law 11  
Added by-law No. By-law 11  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 65507 was affixed on 21/3/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Lisa Branson

Authority: Duly Authorised Officer -

Signature: 

Name:

Authority:



**ANNEUXRE A**

**STRATA PLAN 65507**

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## **1. - Definitions**

In these by-laws:

**Act** means the Strata Schemes Management Act 1996.

**Building** means the building constructed on the land described as 24 Point Street, Pyrmont.

**Building Manager** is the party appointed pursuant to by-law 19 (if any).

**Child** means a person under the age of sixteen (16) years and **Children** has a corresponding meaning.

**Common Property** is:

- (a) common property in the Scheme; and
- (b) the Owner's Corporation's personal property.

**Leisure Facilities** are the swimming pool and the gymnasium located on the Common Property and includes (but is not limited to) all gymnasium equipment, the equipment used to operate and maintain the swimming pool, the swimming pool furniture, the change rooms and bathroom adjacent to the swimming pool and the Common Property immediately surrounding the swimming pool.

**Lot** is a lot in the Scheme

**Management Committee** is the committee formed pursuant to Strata Management Statement to manage Shared Facilities and services, comprising of one representative from each strata scheme with a right to use the Shared Facilities and services.

**Occupier** is an occupier or lessee of a Lot.

**Owner** is:

- (a) the owner for the time being of a Lot;
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots;
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) unless a by-law states otherwise, the mortgagee in possession of a Lot.

**Owners Corporation** is the owners corporation for the Scheme.

**Scheme** is the strata scheme created on registration of the strata plan accompanying these by-laws.

**Shared Facilities and services** includes (but is not limited to) a building manager's office, car park and Leisure Facilities.

**Strata Management Statement** means the document so entitled registered against the Common Property governing responsibilities and liabilities of the Owners Corporation and establishing the Management Committee.

## **2. - Behaviour of owners, occupiers and invitees**

### **2.1 An Owner or Occupier of a Lot must not:**

- 2.1.1 create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property;
- 2.1.2 use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property;
- 2.1.3 obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis; and
- 2.1.4 permit any Child in his or her care to:
  - (a) play or otherwise obstruct the hallways, lifts, stairs or other access corridors on Common Property; or
  - (b) be in any area of Common Property that may be dangerous to Children, including the car parking area, plant room or Leisure Facilities, unless they are in the immediate presence of an adult exercising effective control over them.

### **2.2 An Owner or Occupier of a Lot must:**

- 2.2.1 be adequately clothed when on Common Property; and
- 2.2.2 take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

2.3 If a Lot is the subject of a lease or is occupied by any person other than the Owner, then the Owner of that Lot must provide a copy of these by-laws to the Occupier and must take all reasonable steps to ensure that the Occupier complies with these by-laws.

## **3. - Parking on common property**

3.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

3.2 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle in any parking space designated for use by visitors. An owner or occupier of a lot must not undertake or permit to be undertaken repairs maintenance or servicing of any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.

3.3 The Owners Corporation must not otherwise unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

## **4. - Damage to common property**

4.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the written approval of the Owners Corporation.

4.2 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.

4.3 This by-law does not prevent an Owner or person authorised by an Owner from installing:

4.3.1 any locking or safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or

4.3.2 any screen or other device to prevent entry of animals or insects on the Lot; or

4.3.3 any structure or device to prevent harm to children; or

4.3.4 any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

4.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

4.5. Despite section 62 of the Act, the Owner of a Lot must:

4.5.1 maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 4.3 that forms part of the Common Property and that services the Lot; and

4.5.2 repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 4.3 that forms part of the Common Property and that services the Lot.

## **5. – Damage to landscaped areas on common property**

5.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

5.1.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or

5.1.2 use any portion of the Common Property for his or her own purposes as a garden.

## **6. – Garbage disposal**

6.1 The Scheme has shared receptacles for garbage, recyclable material and waste. An Owner or Occupier of a Lot must:

6.1.1 ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

6.1.2 promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

6.2 This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

6.3 An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation otherwise than where indicated.



## **7. – Appearance of lot**

7.1 The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot including window coverings that, viewed from outside the Lot, is not in keeping with the rest of the Building.

7.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 8.

## **8. – Drying of laundry items**

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot, including the balcony, in such a way as to detract from the visible amenity of the Building.

## **9. – Cleaning window and doors**

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

9.1 the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

9.2 that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

## **10. – Floor coverings**

10.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

10.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **11. – Keeping of animals**

11.1 An Owner or Occupier of a Lot may keep on the Lot up one small (under 15kg) dog or one cat or fish kept in a secure aquarium, subject to the provisions of this by-law.

11.2 If an Owner or Occupier keeps dog on the lot pursuant to this by-law, the owner must:

11.3.1 give written notice of this to the Owners Corporation not later than 14 days after the dog or animal commence to be kept on the lot;

11.3.2 keep the dog within the lot except when crossing common property to enter or leave the strata scheme;

11.3.3 supervise the dog when they are on the common property and keep them under satisfactory control;

11.3.4 take any action that is necessary to clean all areas of the lot and the common property that are soiled by the animal; and

11.3.5 use reasonable endeavours to ensure the keeping of the animal does not constitute a breach of by-law 2.1.1.

11.3 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an Owner or Occupier must not keep any other animal on the Lot without the prior written approval of the Owners Corporation, which may be withheld or given on such terms and conditions as the Owners Corporation in its absolute discretion may require.

## **12. – Moving furniture and other objects on or through common property**

12.1 An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through or over Common Property within the Building unless an appointment has first been made with the Building Manager, or if a Building Manager has not been appointed then with the executive committee, so that the Building Manager or the executive committee may arrange for its nominee to be present at the time when the Owner or Occupier does so.

12.2 The Owners Corporation may resolve the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in the Building or not).

12.3 If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution.

## **13. – Air conditioning units**

13.1 The Owners Corporation must repair and maintain the air conditioning plant located in the Common Property.

13.2 Each Owner or Occupier of a Lot must repair, maintain, clean and service the air conditioning package unit located in that Lot whenever required, but at intervals of not more than once each year.

13.3 In the event that an Owner or Occupier of a Lot is unable or unwilling to properly repair, maintain, clean and service the air conditioning package unit for that Lot, then the Owners Corporation may arrange for the repair, maintenance, cleaning and service at that Lot Owner's cost, and the Owner or Occupier must allow reasonable access to the Lot for such purpose.

## **14. – Storage of inflammable liquids and other substances and materials**

14.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

14.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **15. – Security and preservation of fire safety**

15.1 The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Building or to reduce the level of fire safety in the Lot, the Building or Common Property.

15.2 The Owners Corporation must take all reasonable steps to preserve the safety of all Lots and the Common Property in the Scheme from fire or other hazard and to ensure the security of all Lots and Common Property from trespassers and if it considers it necessary or desirable may:

15.2.1 restrict access to any part of the Common Property by means of security key or other security device;

15.2.2 create an exclusive use right over any part of the Common Property for security surveillance purposes either solely or in conjunction with security surveillance for any other part of the Scheme;

15.2.3 make rules relating to the security of all Lots and the Common Property from trespassers, fire or other hazard;

15.2.4 install and operate security cameras and other surveillance equipment; and

15.2.5 make arrangements with third parties for the installation and operation of security and fire prevention equipment.

15.3 If the Owners Corporation restricts the access of the Owner or Occupier of a Lot under these by-laws, the Owners Corporation shall make available to the appropriate parties on its own conditions security keys or other access devices as necessary.

15.4 The Owner or Occupier of a Lot must take all reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device to that Owner or Occupier.

## **16. - Prevention of hazards**

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

## **17. - Use of lots**

17.1 An Owner of a Lot must be the Occupier of the Lot unless it is occupied by a tenant under a residential lease from the Owner under the *Residential Tenancy Act 1987*.

17.2 It is a requirement of the development consent for the Scheme that the Owners Corporation must forward a certificate to Sydney City Council within six months of the first annual general meeting and every twelve months thereafter, certifying that all Lots in the Scheme approved by Sydney City Council for residential development are either owner occupied or are occupied subject to residential leases under the *Residential Tenancy Act 1987*.

17.3 Subject to the provisions of this by-law, an Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

## **18. - Use of leisure facilities**

18.1 Subject to the limitation set out in 18.2, the Management Committee has the power to grant persons who are not Owners or Occupiers of a Lot in the Scheme the right to use the Leisure Facilities, subject to such users agreeing to contribute toward the cost of operating, managing, repairing, maintaining, replacing and improving the Leisure Facilities.

18.2 The Leisure Facilities may be used by the Owners of Lots within the Scheme, and by the invitees of Owners of Lots within the Scheme in common with others who are authorised to use the Leisure Facilities. Provided that if a Lot is occupied by a tenant under a residential lease from the Owner under the *Residential Tenancy Act 1987*, then the Occupier of that Lot and the invitees of the Occupier of that Lot may use the Leisure Facilities in place of the Owner of the Lot and the invitees of the Owner of that Lot. An Owner or Occupier must accompany their invitees when they use the Leisure Facilities. If it is deemed necessary for the safety or security of users of the Leisure Facilities, the Management Committee may require all Children to be accompanied by one or more responsible adults exercising effective control over those Children within the Leisure Facilities.

18.3 The Management Committee may make rules and regulations governing the use of the Leisure Facilities and may amend such rules and regulations from time to time.

18.4 An Owner or Occupier and their invitees must comply with any rules and regulations made by the Management Committee from time to time governing the use of the Leisure Facilities.

18.5 The Management Committee may appoint an independent manager of the Leisure Facilities or enter into agreements with third parties for:

18.5.1 the operation and management of the Leisure Facilities; and

18.5.2 the maintenance, repair, replacement and improvement of the Leisure Facilities

18.6 The Owners Corporation must operate, manage, repair, maintain, replace and upgrade the Leisure Facilities in the manner determined by the Management Committee.

18.7 The Management Committee may determine the apportionment of the costs of operating, managing, repairing, maintaining, replacing and improving the Leisure Facilities between the Scheme and other authorised users of the Leisure Facilities in accordance with the terms of the Strata Management Statement.

18.8 The Management Committee may require that an additional contribution representing a percentage (not exceeding 5%) of the costs of operating, managing, and upgrading the Leisure Facilities be collected as a sinking fund.

## **19. – Appointment of building manager**

19.1 The Management Committee (or Owners Corporation where the Management Committee fail to so do) has the power to appoint and enter into agreements with third parties to provide management and operational services for the Scheme.

19.2 The term of any agreement together with any option to renew entered into pursuant to this by-law must not exceed 10 years. An agreement made pursuant to this by-law may make provision about:

19.2.1 the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and

19.2.2 the rights of the Building Manager to assign the agreement.

19.2.3 The Building Manager's remuneration for the first year of the agreement may be a fixed fee.

19.3 The duties of the Building Manager may include:

19.3.1 caretaking, supervising and servicing the Common Property including the Leisure Facilities;

19.3.2 supervising the security, cleaning, repair, maintenance, renewal or replacement of Common Property including the Leisure Facilities;

19.3.3 providing services to the Owners Corporation, Owners and Occupiers;

19.3.4 operating any security key system for the Scheme;

19.3.5 providing a letting, property management and sales service for Owners and Occupiers (at the cost of the Owner or Occupier);

19.3.6 supervising, controlling and regulating employees and contractors of the Owners Corporation;

19.3.7 supervising the Scheme generally;

19.3.8 doing anything that the Owners Corporation agrees is necessary for the operation and management of the Scheme; and

19.3.9 overseeing moving of furniture through the Common Property.

## **20. – Alterations to gas supply pipes**

20.1 An Owner or Occupier of a Lot must not carry out any alteration or extension to the gas supply pipes contained in the Lot or the Common Property except with the written approval of the Owners Corporation.

20.2 The Owners Corporation may require, as a prerequisite to its approval to the proposed alteration or extension to the gas supply pipes, that the Owner or Occupier provide copies of all necessary plans describing or depicting the proposed alteration or extension, together with copies of all necessary approvals from any authority whose approval is required.

20.3 The Owners Corporation may impose, as a condition of its approval to the proposed alteration or extension to the gas supply pipes, that the Owner or Occupier must:

20.3.1 ensure that all alteration or extension works are carried out by a suitably qualified and licensed tradesperson and that an appropriate contract of insurance is in effect to cover the works and any consequential damages; and

20.3.2 maintain and keep the altered or extended gas supply pipes in a state of good and serviceable repair; and

20.3.3 repair any damage caused to any part of the Common Property or another Lot by the alteration or extension carried out for or by the Owner or Occupier.

## **21. – Development co-operation**

The Owners Corporation will provide such reasonable assistance, give such consents and execute such documentation as may be required by the owner of lots 201 and 204 of DP 1010966, any government instrumentality or service provider, to enable the development of adjoining land by that owner to be completed in a timely and efficient manner.

## **22. – Smoking on common property**

An Owner or Occupier of a Lot and any invitees of an Owner or Occupier of a Lot, must not smoke on Common Property.

## **23. – Management committee**

23.1 The Owners Corporation will become a member of a Management Committee which will be established to manage Shared Facilities and services located or to be located on Common Property and on the common property of adjoining land, to which Owners or Occupiers of a Lot will have access.

23.2 The Management Committee will be governed by the terms of the Strata Management Statement and Section 88B Instrument registered against the Common Property.

## **Special by-law no. 1 – Building works/alterations to a lot**

### **Building Works**

1.1 An owner or occupier must comply with this by-law if they want to:

- (a) do building work in their lot;
- (b) do work to services in their lot;
- (c) alter the structure of their lot.

1.2 Before doing the work or alteration, the owner or occupier must:

- (a) get the necessary consents from the Owners' Corporation, and Government Agencies;
- (b) if the work or alteration affects common property, get written consent from the Owners' Corporation;
- (c) give the Owners' Corporation at least 28 days written notice describing what work they propose to do; and
- (d) upon making application for Owners' Corporation consent pay a **security deposit of \$500 (to be released on the satisfaction & authority of the executive committee)** and undertake to pay the reasonable costs of any consultants retained by the Owners' Corporation to advise on the application or on compliance with a consent given to the owner.

1.3 If an owner or occupier does building works or alterations in a lot, they also must:

- (a) before doing the work, please enquire with the Building Manager where service lines and pipes are located;
- (b) not damage service lines or pipes or interrupt services or risk damage to the structure of the building.
- (c) Use qualified, reputable and, where applicable, licensed contractors approved by the Owners' Corporation.
- (d) Comply with the Architectural and landscape standards;
- (e) Do the work in a proper manner and to the reasonable satisfaction of the Owners' Corporation, and Government Agencies; and
- (f) Repair any damage caused to common property or the property of an owner or occupier. For this purpose an owner is responsible for damage caused by their tenant, licensee, invitee, contractor, sub-contractor or agent.

1.4 An owner or occupier must not remove or alter a structural wall.

1.5 The Owners' Corporation may:

- (a) impose conditions in any consent to an application under this By-law including but not limited to the signing of an agreement in any form it may adopt for such applications; and
- (b) employ consultants at the cost of the applicant to advise on any such applications, and on the compliance with any conditions included in a consent granted.

### **Special by-law no. 2 – Changing non structural walls**

2.1 An owner or occupier may subject to special by-law 1:

- (a) alter or remove non structural walls in their lot; and
- (b) make or close openings in non structural common property walls between two lots that they own or occupy.

2.2 If a wall is changed under this by-law, the owner or occupier must:

- (a) comply with the conditions in special by-law 1.2, & 1.3 and;
- (b) lodge any necessary building alteration plan with the Registrar General.

2.3 It is a condition of an owner or occupier changing a wall under this by-law That:

- (a) the owners corporation does not have to reinstate the wall, or maintain or repair any new wall; and
- (b) the owner or occupier acknowledges this for themselves and future owners of the lot.

### **Special by-law no. 3 – Consent of owners corporation**

i) A consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition that the owner or occupier of the lot to which the consent relates is responsible for compliance with the terms of the consent.

ii) Any application for consent must be in writing.

### **Special by-law no. 4 – Bollards in lot owners' car spaces**

On the conditions set out in this by-law, the owner for the time being of a lot comprising or containing a car parking space shall have a special use privilege in respect of the common property to attach to the common property a parking restriction device ("Parking Bollard") to a design as approved by the Owners Corporation, to prevent access by unauthorised persons to the car parking space comprised or contained in such lot.

#### **Conditions**

1. Before commencing any work, an owner must:

- (a) obtain the written approval of the Executive Committee to erect a Parking Bollard;
- (b) comply with the design and specifications approved by the Executive Committee from time to time;
- (c) furnish the Owners Corporation with a copy of all such council approvals, including all conditions of approval, plans, drawings, specifications and notes as may be required by the local Council; and
- (d) undertake the works in a proper and workmanlike manner, using proper and best quality materials and in accordance with the Building Code of Australia and all applicable Australian Standards.

2. The owner must maintain the Parking Bollard in a state of good and serviceable repair, and must renew or replace the Parking Bollard whenever damaged or otherwise necessary and shall remove the Parking Bollard on demand made by the Executive Committee;

3. The owner must make good any damage to the common property caused by or consequent upon the attachment of the Parking Bollard or its removal;

4. The owner must furnish to the Owners Corporation a key to any lock or other security mechanism fitted to the Parking Bollard, and the attaching of the Parking Bollard shall constitute a consent by the owner to access to the car parking space or car parking spaces by the Owners Corporation, its servants, agents and contractors, for the purposes of discharging its statutory responsibilities.

Subject to any amendment of the By-Laws from time to time, to any resolution of the Owners Corporation and the provisions of this by-law, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

#### **Special by-law no. 5 – Storage in car parking spaces**

(1) Subject to By-law 3, an Owner or Occupier must not use the car parking space forming part of that Owner or Occupier's Lot for any other purpose including:

- (a) as a storage area;
- (b) for the washing of vehicles or equipment; or
- (c) for the carrying out of mechanical or other repairs,

provided that this by-law does not apply to the storage of items in the car parking space that are contained wholly within an Approved Storage Box pursuant to this by-law.

(2) The owners corporation may from time to time, by resolution of its executive committee, approve the make, style or form of a standard form storage box or cabinet for installation and use in carparking spaces in the strata scheme ("**Approved Storage Box**").

(3) If an Owner or Occupier wishes to store any item in the car parking space forming part of that Owner or Occupier's Lot, the Owner or Occupier may do so only if the owner or Occupier first installs an Approved Storage Box in that car parking space and not otherwise.

(4) Any item stored in a car parking space forming part of a Lot must be wholly contained within the Approved Storage Box installed in the car parking space.

(5) This by-law does not prevent the storage in a car parking space forming part of a Lot of a motor vehicle, motor cycle, caravan, boat or trailer.

(6) If at any time an Owner or Occupier stores items in the car parking space forming part of that Owner or Occupier's Lot otherwise than as permitted in this by-law, the executive committee (acting reasonably) may by resolution determine that those items must be removed from the car parking space and give to that owner or Occupier a notice requiring their removal.

(7) If the executive committee gives an Owner or Occupier a notice requiring the removal of items from the car parking space forming part of that Owner or Occupier's Lot, the Owner or Occupier must comply with that notice and remove those items from the car parking space within 14 days of the notice being served on the Owner or Occupier.

(8) If the executive committee gives a notice to an Owner or Occupier to remove items from the car parking space forming part of that Owner or Occupier's Lot the storage of which items in the opinion of the executive committee, reasonably held, constitutes a hazard or fire risk, and the Owner or Occupier fails to remove all of those items from the car parking space within 14 days after the notice to remove is served on the Owner or Occupier, the executive committee may remove, or procure the removal of, those items from the car parking space and dispose of them in such manner as the executive committee deems fit.



(9) The powers, duties and obligations contained in this by-law are in addition to and not in derogation of by-law 3.

#### **Special by-law no. 6 – Installation of awnings in lot 42**

(1) Despite any other by-law and on the conditions set out in this by-law, the owner for the time being (the "Owner" for the purpose of this by law) of lot 42 (the "Lot") shall have a special privilege in respect of the common property to install and keep awnings above the terrace of the Lot affixed to the northern and north-eastern facing edges of the overhanging slab and a right of exclusive use of that part of the common property affected by the installation of the awnings.

(2) The awnings may only be installed and kept affixed to the common property overhanging slab of the Lot on the condition that:

- a) The awnings proposed to be installed are cassette folding arm awnings produced by Goodearl Fabric Systems Pty. Limited of a type BX260 or equivalent in each case finished in a colour which is in keeping with the external finish of the building;
- b) The awnings installed in the Lot must each be of the same type, colour, material and design;
- c) When fully extended, the awnings must not extend beyond the outer perimeter of the Lot;
- d) The Owner must, at the cost of the Owner, keep the awnings clean and in a state of good and serviceable repair and must repair or replace any worn out or damaged awning as soon as practicable after the awning becomes worn out, defaced or damaged;
- e) Prior to installing the awnings the Owner must obtain and provide to the executive committee any required approval of the Council of the City of Sydney for the installation of the awnings attached to the edge of the common property overhanging slab of the Lot;
- f) The owner is liable for any damage caused to any part of the common property as a result of the installation and keeping of the awnings on the common property overhanging slab of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

For the avoidance of doubt, the Owner is at all times responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the awning installed on the common property.

#### **Special by-law no. 7 – Electronic delivery of notices**

A document or notice may be served by the owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

**Special by-law no. 8 – By-law to regulate installation of hard surface flooring within lots**

**PART 1**

**DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

(ii) Insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and

(iii) workers compensation insurance, if required.

(c) **Lot** means a lot in strata scheme 65507.

(d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 65507.

(f) **Required Documents** means:

(i) existing plans, specifications, drawings;

(ii) proposed plans, specifications and drawings and manufacturer's details;

(iii) if the plans and drawings do not adequately describe the works, a description of the works;

(iv) specifications and manufacturer's details for acoustic membrane regarding the installation of any hard surface flooring surfaces;

(v) specifications and manufacturer's details for waterproof membrane regarding the installation of hard surface flooring surfaces; and

(vi) any other document reasonably required by the Owners Corporation.

(g) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective lot including (but not limited to) parquetry, floating timber or the like.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

(d) references to legislation includes references to amending and replacing legislation.

## **PART 2**

### **GRANT OF RIGHT**

2.1 An Owner or Occupier must not Install or carry out the Works except in accordance with Part 3 of this by-law.

## **PART 3**

### **CONDITIONS**

#### **PART 3.1**

##### **Acoustics and insulation**

3.1 The Owner or Occupier must:

- (a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot; and
- (b) The Owner or Occupier must install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's lot:
  - (i) for lots located on the ground level, the acoustic membrane must be a minimum 5mm thick closed cell underlay; and
  - (ii) for lots located on all other levels, the acoustic membrane must be a 9mm thick or a 8/4mm thick Regupol underlay.
- (c) if that Owner or Occupier is seeking to undertake the Works within the bathroom, kitchen, laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

#### **PART 3.2**

##### **By-law may be required**

3.2 If the works add to, alter or erect new structures on the common property, the owner or occupier will be required to obtain approval for the works from the owners corporation by way of a:

- (a) motion under section 65A of the Act; and/or
- (b) by-law under section 52 and/or section 65A of the Act.

#### **PART 3.3**

##### **Before commencement**

3.3 Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form of an approval under section 52 or 65A or the *Strata Schemes Management Act 1996* granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation;

- (e) provide specifications in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;
- (f) provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring, including certification that the proposed flooring works will not increase the likelihood of transmission or noise to the floor below or adjoining lots;
- (g) provide a report from a suitably qualified installer in regards to the adequacy of the proposed flooring and treatment of the flooring; and
- (h) pay to the Owners Corporation a reasonable bond, to be held by the Owners Corporation pending completion of the Works and rectification of any damage to common property or the property of another Owner or Occupier.

#### **PART 3.4**

##### **During construction**

**3.4 Whilst the Works are in progress the Owner or Occupier must:**

- (a) not commence laying or re-laying timber or other items that have been removed incidental to the Works, until such time as:
  - (i) a suitably qualified engineer or building consultant approved by the Owners Corporation has inspected and certified that the works contemplated within clause 3.1(a) and clause 3.1(b) of this by-law have been installed in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards; and
  - (ii) the Owners Corporation has provided its approval to the respective Owner or Occupier to proceed with their Works, such approval to be provided within a reasonable time of being provided with the certification contemplated within Clause 3.4(a)(i).
- (b) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time;
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;

- (k) ensure that the Works are not carried out on Sundays or public holidays;
- (l) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel; and
- (m) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls.

### **PART 3.5**

#### **After construction**

3.5 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents; and
- (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

### **PART 3.6**

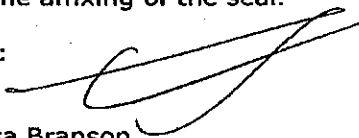
#### **Enduring rights and obligations**

3.6 The owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

The seal of The Owners – Strata Plan No. 65507  
was affixed on 21 March 2018  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015  
to attest the affixing of the seal.

Signature:



Name: Lisa Branson  
Authority: Duly Authorised Officer  
of the Managing Agent



**Approved Form 10**

**Certificate re Initial Period**

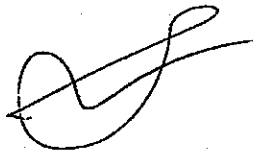
The owners corporation certifies that in respect of the strata scheme:

that the initial period has expired.

~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 65507  
was affixed on 21 March 2018  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015  
to attest the affixing of the seal.

Signature:



Name: Lisa Branson  
Authority: Duly Authorised Officer  
of the Managing Agent



Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AQ133090B**

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

(A) TORRENS TITLE	For the common property CP/SP 65507		
(B) LODGED BY	Document Collection Box  6508C	Name, Address or DX, Telephone, and Customer Account Number if any  LLPN:136319      KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443    registrations@kplg.com.au  Reference: FILE NO: 180954 - SYD	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 65507      certify that a special resolution was passed on 30/04/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY-LAW 11  
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 65507      was affixed on 27/05/2020      in the presence of  
the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

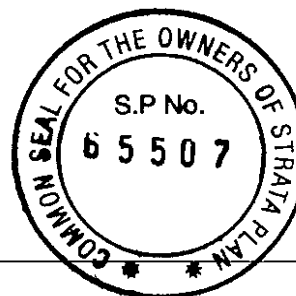
Name: MATILDA HALLIDAY

Authority: Licensed Strata Managing Agent  
BCS Strata Management P/L

Signature:

Name:

Authority:



## ANNEXURE A

### STRATA PLAN 65507

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*Handwritten signature*



## **1. – Definitions**

In these by-laws:

**Act** means the Strata Schemes Management Act 1996.

**Building** means the building constructed on the land described as 24 Point Street, Pyrmont.

**Building Manager** is the party appointed pursuant to by-law 19 (if any).

**Child** means a person under the age of sixteen (16) years and **Children** has a corresponding meaning.

**Common Property** is:

- (a) common property in the Scheme; and
- (b) the Owner's Corporation's personal property.

**Leisure Facilities** are the swimming pool and the gymnasium located on the Common Property and includes (but is not limited to) all gymnasium equipment, the equipment used to operate and maintain the swimming pool, the swimming pool furniture, the change rooms and bathroom adjacent to the swimming pool and the Common Property immediately surrounding the swimming pool.

**Lot** is a lot in the Scheme

**Management Committee** is the committee formed pursuant to Strata Management Statement to manage Shared Facilities and services, comprising of one representative from each strata scheme with a right to use the Shared Facilities and services.

**Occupier** is an occupier or lessee of a Lot.

**Owner** is:

- (a) the owner for the time being of a Lot;
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots;
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) unless a by-law states otherwise, the mortgagee in possession of a Lot.

**Owners Corporation** is the owners corporation for the Scheme.

**Scheme** is the strata scheme created on registration of the strata plan accompanying these by-laws.

**Shared Facilities and services** includes (but is not limited to) a building manager's office, car park and Leisure Facilities.

**Strata Management Statement** means the document so entitled registered against the Common Property governing responsibilities and liabilities of the Owners Corporation and establishing the Management Committee.

## **2. – Behaviour of owners, occupiers and invitees**

### **2.1 An Owner or Occupier of a Lot must not:**

2.1.1 create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property;

2.1.2 use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property;

2.1.3 obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis; and

2.1.4 permit any Child in his or her care to:

(a) play or otherwise obstruct the hallways, lifts, stairs or other access corridors on Common Property; or

(b) be in any area of Common Property that may be dangerous to Children, including the car parking area, plant room or Leisure Facilities, unless they are in the immediate presence of an adult exercising effective control over them.

### **2.2 An Owner or Occupier of a Lot must:**

2.2.1 be adequately clothed when on Common Property; and

2.2.2 take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

2.3 If a Lot is the subject of a lease or is occupied by any person other than the Owner, then the Owner of that Lot must provide a copy of these by-laws to the Occupier and must take all reasonable steps to ensure that the Occupier complies with these by-laws.

## **3. – Parking on common property**

3.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

3.2 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle in any parking space designated for use by visitors. An owner or occupier of a lot must not undertake or permit to be undertaken repairs maintenance or servicing of any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.

3.3 The Owners Corporation must not otherwise unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

## **4. – Damage to common property**

4.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the written approval of the Owners Corporation.

4.2 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.

4.3 This by-law does not prevent an Owner or person authorised by an Owner from installing:

4.3.1 any locking or safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or

4.3.2 any screen or other device to prevent entry of animals or insects on the Lot; or

4.3.3 any structure or device to prevent harm to children; or

4.3.4 any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

4.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

4.5. Despite section 62 of the Act, the Owner of a Lot must:

4.5.1 maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 4.3 that forms part of the Common Property and that services the Lot; and

4.5.2 repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 4.3 that forms part of the Common Property and that services the Lot.

## **5. – Damage to landscaped areas on common property**

5.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

5.1.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or

5.1.2 use any portion of the Common Property for his or her own purposes as a garden.

## **6. – Garbage disposal**

6.1 The Scheme has shared receptacles for garbage, recyclable material and waste. An Owner or Occupier of a Lot must:

6.1.1 ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

6.1.2 promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

6.2 This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

6.3 An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation otherwise than where indicated.

## **7. – Appearance of lot**

7.1 The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot including window coverings that, viewed from outside the Lot, is not in keeping with the rest of the Building.

7.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 8.

## **8. – Drying of laundry items**

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot, including the balcony, in such a way as to detract from the visible amenity of the Building.

## **9. – Cleaning window and doors**

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

9.1 the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

9.2 that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

## **10. – Floor coverings**

10.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

10.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **11. – Keeping of animals**

11.1 An Owner or Occupier of a Lot may keep on the Lot up one small (under 15kg) dog or one cat or fish kept in a secure aquarium, subject to the provisions of this by-law.

11.2 If an Owner or Occupier keeps dog on the lot pursuant to this by-law, the owner must:

11.3.1 give written notice of this to the Owners Corporation not later than 14 days after the dog or animal commence to be kept on the lot;

11.3.2 keep the dog within the lot except when crossing common property to enter or leave the strata scheme;

11.3.3 supervise the dog when they are on the common property and keep them under satisfactory control;

11.3.4 take any action that is necessary to clean all areas of the lot and the common property that are soiled by the animal; and

11.3.5 use reasonable endeavours to ensure the keeping of the animal does not constitute a breach of by-law 2.1.1.

11.3 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an Owner or Occupier must not keep any other animal on the Lot without the prior written approval of the Owners Corporation, which may be withheld or given on such terms and conditions as the Owners Corporation in its absolute discretion may require.

## **12. – Moving furniture and other objects on or through common property**

12.1 An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through or over Common Property within the Building unless an appointment has first been made with the Building Manager, or if a Building Manager has not been appointed then with the executive committee, so that the Building Manager or the executive committee may arrange for its nominee to be present at the time when the Owner or Occupier does so.

12.2 The Owners Corporation may resolve the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in the Building or not).

12.3 If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution.

## **13. – Air conditioning units**

13.1 The Owners Corporation must repair and maintain the air conditioning plant located in the Common Property.

13.2 Each Owner or Occupier of a Lot must repair, maintain, clean and service the air conditioning package unit located in that Lot whenever required, but at intervals of not more than once each year.

13.3 In the event that an Owner or Occupier of a Lot is unable or unwilling to properly repair, maintain, clean and service the air conditioning package unit for that Lot, then the Owners Corporation may arrange for the repair, maintenance, cleaning and service at that Lot Owner's cost, and the Owner or Occupier must allow reasonable access to the Lot for such purpose.

## **14. – Storage of inflammable liquids and other substances and materials**

14.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

14.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **15. – Security and preservation of fire safety**

15.1 The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Building or to reduce the level of fire safety in the Lot, the Building or Common Property.

15.2 The Owners Corporation must take all reasonable steps to preserve the safety of all Lots and the Common Property in the Scheme from fire or other hazard and to ensure the security of all Lots and Common Property from trespassers and if it considers it necessary or desirable may:

15.2.1 restrict access to any part of the Common Property by means of security key or other security device;

15.2.2 create an exclusive use right over any part of the Common Property for security surveillance purposes either solely or in conjunction with security surveillance for any other part of the Scheme;

15.2.3 make rules relating to the security of all Lots and the Common Property from trespassers, fire or other hazard;

15.2.4 install and operate security cameras and other surveillance equipment; and

15.2.5 make arrangements with third parties for the installation and operation of security and fire prevention equipment.

15.3 If the Owners Corporation restricts the access of the Owner or Occupier of a Lot under these by-laws, the Owners Corporation shall make available to the appropriate parties on its own conditions security keys or other access devices as necessary.

15.4 The Owner or Occupier of a Lot must take all reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device to that Owner or Occupier.

## **16. – Prevention of hazards**

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

## **17. – Use of lots**

17.1 An Owner of a Lot must be the Occupier of the Lot unless it is occupied by a tenant under a residential lease from the Owner under the *Residential Tenancy Act 1987*.

17.2 It is a requirement of the development consent for the Scheme that the Owners Corporation must forward a certificate to Sydney City Council within six months of the first annual general meeting and every twelve months thereafter, certifying that all Lots in the Scheme approved by Sydney City Council for residential development are either owner occupied or are occupied subject to residential leases under the *Residential Tenancy Act 1987*.

17.3 Subject to the provisions of this by-law, an Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

## **18. – Use of leisure facilities**

18.1 Subject to the limitation set out in 18.2, the Management Committee has the power to grant persons who are not Owners or Occupiers of a Lot in the Scheme the right to use the Leisure Facilities, subject to such users agreeing to contribute toward the cost of operating, managing, repairing, maintaining, replacing and improving the Leisure Facilities.

18.2 The Leisure Facilities may be used by the Owners of Lots within the Scheme, and by the invitees of Owners of Lots within the Scheme in common with others who are authorised to use the Leisure Facilities. Provided that if a Lot is occupied by a tenant under a residential lease from the Owner under the *Residential Tenancy Act 1987*, then the Occupier of that Lot and the invitees of the Occupier of that Lot may use the Leisure Facilities in place of the Owner of the Lot and the invitees of the Owner of that Lot. An Owner or Occupier must accompany their invitees when they use the Leisure Facilities. If it is deemed necessary for the safety or security of users of the Leisure Facilities, the Management Committee may require all Children to be accompanied by one or more responsible adults exercising effective control over those Children within the Leisure Facilities.

18.3 The Management Committee may make rules and regulations governing the use of the Leisure Facilities and may amend such rules and regulations from time to time.

18.4 An Owner or Occupier and their invitees must comply with any rules and regulations made by the Management Committee from time to time governing the use of the Leisure Facilities.

18.5 The Management Committee may appoint an independent manager of the Leisure Facilities or enter into agreements with third parties for:

18.5.1 the operation and management of the Leisure Facilities; and

18.5.2 the maintenance, repair, replacement and improvement of the Leisure Facilities

18.6 The Owners Corporation must operate, manage, repair, maintain, replace and upgrade the Leisure Facilities in the manner determined by the Management Committee.

18.7 The Management Committee may determine the apportionment of the costs of operating, managing, repairing, maintaining, replacing and improving the Leisure Facilities between the Scheme and other authorised users of the Leisure Facilities in accordance with the terms of the Strata Management Statement.

18.8 The Management Committee may require that an additional contribution representing a percentage (not exceeding 5%) of the costs of operating, managing, and upgrading the Leisure Facilities be collected as a sinking fund.

## **19. – Appointment of building manager**

19.1 The Management Committee (or Owners Corporation where the Management Committee fail to so do) has the power to appoint and enter into agreements with third parties to provide management and operational services for the Scheme.

19.2 The term of any agreement together with any option to renew entered into pursuant to this by-law must not exceed 10 years. An agreement made pursuant to this by-law may make provision about:

19.2.1 the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and

19.2.2 the rights of the Building Manager to assign the agreement.

19.2.3 The Building Manager's remuneration for the first year of the agreement may be a fixed fee.

19.3 The duties of the Building Manager may include:

19.3.1 caretaking, supervising and servicing the Common Property including the Leisure Facilities;

19.3.2 supervising the security, cleaning, repair, maintenance, renewal or replacement of Common Property including the Leisure Facilities;

19.3.3 providing services to the Owners Corporation, Owners and Occupiers;

19.3.4 operating any security key system for the Scheme;

19.3.5 providing a letting, property management and sales service for Owners and Occupiers (at the cost of the Owner or Occupier);

19.3.6 supervising, controlling and regulating employees and contractors of the Owners Corporation;

19.3.7 supervising the Scheme generally;

19.3.8 doing anything that the Owners Corporation agrees is necessary for the operation and management of the Scheme; and

19.3.9 overseeing moving of furniture through the Common Property.

## **20. – Alterations to gas supply pipes**

20.1 An Owner or Occupier of a Lot must not carry out any alteration or extension to the gas supply pipes contained in the Lot or the Common Property except with the written approval of the Owners Corporation.

20.2 The Owners Corporation may require, as a prerequisite to its approval to the proposed alteration or extension to the gas supply pipes, that the Owner or Occupier provide copies of all necessary plans describing or depicting the proposed alteration or extension, together with copies of all necessary approvals from any authority whose approval is required.

20.3 The Owners Corporation may impose, as a condition of its approval to the proposed alteration or extension to the gas supply pipes, that the Owner or Occupier must:

20.3.1 ensure that all alteration or extension works are carried out by a suitably qualified and licensed tradesperson and that an appropriate contract of insurance is in effect to cover the works and any consequential damages; and

20.3.2 maintain and keep the altered or extended gas supply pipes in a state of good and serviceable repair; and

20.3.3 repair any damage caused to any part of the Common Property or another Lot by the alteration or extension carried out for or by the Owner or Occupier.

## **21. – Development co-operation**

The Owners Corporation will provide such reasonable assistance, give such consents and execute such documentation as may be required by the owner of lots 201 and 204 of DP 1010966, any government instrumentality or service provider, to enable the development of adjoining land by that owner to be completed in a timely and efficient manner.

## **22. – Smoking on common property**

An Owner or Occupier of a Lot and any invitees of an Owner or Occupier of a Lot, must not smoke on Common Property.

## **23. – Management committee**

23.1 The Owners Corporation will become a member of a Management Committee which will be established to manage Shared Facilities and services located or to be located on Common Property and on the common property of adjoining land, to which Owners or Occupiers of a Lot will have access.

23.2 The Management Committee will be governed by the terms of the Strata Management Statement and Section 88B Instrument registered against the Common Property.



## **Special by-law no. 1 – Building works/alterations to a lot**

### **Building Works**

1.1 An owner or occupier must comply with this by-law if they want to:

- (a) do building work in their lot;
- (b) do work to services in their lot;
- (c) alter the structure of their lot.

1.2 Before doing the work or alteration, the owner or occupier must:

- (a) get the necessary consents from the Owners' Corporation, and Government Agencies;
- (b) if the work or alteration affects common property, get written consent from the Owners' Corporation;
- (c) give the Owners' Corporation at least 28 days written notice describing what work they propose to do; and
- (d) upon making application for Owners' Corporation consent pay a **security deposit of \$500 (to be released on the satisfaction & authority of the executive committee)** and undertake to pay the reasonable costs of any consultants retained by the Owners' Corporation to advise on the application or on compliance with a consent given to the owner.

1.3 If an owner or occupier does building works or alterations in a lot, they also must:

- (a) before doing the work, please enquire with the Building Manager where service lines and pipes are located;
- (b) not damage service lines or pipes or interrupt services or risk damage to the structure of the building.
- (c) Use qualified, reputable and, where applicable, licensed contractors approved by the Owners' Corporation.
- (d) Comply with the Architectural and landscape standards;
- (e) Do the work in a proper manner and to the reasonable satisfaction of the Owners' Corporation, and Government Agencies; and
- (f) Repair any damage caused to common property or the property of an owner or occupier. For this purpose an owner is responsible for damage caused by their tenant, licensee, invitee, contractor, sub-contractor or agent.

1.4 An owner or occupier must not remove or alter a structural wall.

1.5 The Owners' Corporation may:

- (a) impose conditions in any consent to an application under this By-law including but not limited to the signing of an agreement in any form it may adopt for such applications; and
- (b) employ consultants at the cost of the applicant to advise on any such applications, and on the compliance with any conditions included in a consent granted.

## **Special by-law no. 2 – Changing non structural walls**

2.1 An owner or occupier may subject to special by-law 1:

- (a) alter or remove non structural walls in their lot; and
- (b) make or close openings in non structural common property walls between two lots that they own or occupy.

2.2 If a wall is changed under this by-law, the owner or occupier must:

- (a) comply with the conditions in special by-law 1.2, & 1.3 and;
- (b) lodge any necessary building alteration plan with the Registrar General.

2.3 It is a condition of an owner or occupier changing a wall under this by-law That:

- (a) the owners corporation does not have to reinstate the wall, or maintain or repair any new wall; and
- (b) the owner or occupier acknowledges this for themselves and future owners of the lot.

## **Special by-law no. 3 – Consent of owners corporation**

i) A consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition that the owner or occupier of the lot to which the consent relates is responsible for compliance with the terms of the consent.

ii) Any application for consent must be in writing.

## **Special by-law no. 4 – Bollards in lot owners' car spaces**

On the conditions set out in this by-law, the owner for the time being of a lot comprising or containing a car parking space shall have a special use privilege in respect of the common property to attach to the common property a parking restriction device ("Parking Bollard") to a design as approved by the Owners Corporation, to prevent access by unauthorised persons to the car parking space comprised or contained in such lot.

### **Conditions**

1. Before commencing any work, an owner must:

- (a) obtain the written approval of the Executive Committee to erect a Parking Bollard;
- (b) comply with the design and specifications approved by the Executive Committee from time to time;
- (c) furnish the Owners Corporation with a copy of all such council approvals, including all conditions of approval, plans, drawings, specifications and notes as may be required by the local Council; and
- (d) undertake the works in a proper and workmanlike manner, using proper and best quality materials and in accordance with the Building Code of Australia and all applicable Australian Standards.

2. The owner must maintain the Parking Bollard in a state of good and serviceable repair, and must renew or replace the Parking Bollard whenever damaged or otherwise necessary and shall remove the Parking Bollard on demand made by the Executive Committee;

3. The owner must make good any damage to the common property caused by or consequent upon the attachment of the Parking Bollard or its removal;
4. The owner must furnish to the Owners Corporation a key to any lock or other security mechanism fitted to the Parking Bollard, and the attaching of the Parking Bollard shall constitute a consent by the owner to access to the car parking space or car parking spaces by the Owners Corporation, its servants, agents and contractors, for the purposes of discharging its statutory responsibilities.

Subject to any amendment of the By-Laws from time to time, to any resolution of the Owners Corporation and the provisions of this by-law, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

### **Special by-law no. 5 – Storage in car parking spaces**

(1) Subject to By-law 3, an Owner or Occupier must not use the car parking space forming part of that Owner or Occupier's Lot for any other purpose including:

- (a) as a storage area;
- (b) for the washing of vehicles or equipment; or
- (c) for the carrying out of mechanical or other repairs,

provided that this by-law does not apply to the storage of items in the car parking space that are contained wholly within an Approved Storage Box pursuant to this by-law.

(2) The owners corporation may from time to time, by resolution of its executive committee, approve the make, style or form of a standard form storage box or cabinet for installation and use in carparking spaces in the strata scheme ("**Approved Storage Box**").

(3) If an Owner or Occupier wishes to store any item in the car parking space forming part of that Owner or Occupier's Lot, the Owner or Occupier may do so only if the owner or Occupier first installs an Approved Storage Box in that car parking space and not otherwise.

(4) Any item stored in a car parking space forming part of a Lot must be wholly contained within the Approved Storage Box installed in the car parking space.

(5) This by-law does not prevent the storage in a car parking space forming part of a Lot of a motor vehicle, motor cycle, caravan, boat or trailer.

(6) If at any time an Owner or Occupier stores items in the car parking space forming part of that Owner or Occupier's Lot otherwise than as permitted in this by-law, the executive committee (acting reasonably) may by resolution determine that those items must be removed from the car parking space and give to that owner or Occupier a notice requiring their removal.

(7) If the executive committee gives an Owner or Occupier a notice requiring the removal of items from the car parking space forming part of that Owner or Occupier's Lot, the Owner or Occupier must comply with that notice and remove those items from the car parking space within 14 days of the notice being served on the Owner or Occupier.

(8) If the executive committee gives a notice to an Owner or Occupier to remove items from the car parking space forming part of that Owner or Occupier's Lot the storage of which items in the opinion of the executive committee, reasonably held, constitutes a hazard or fire risk, and the Owner or Occupier fails to remove all of those items from the car parking space within 14 days after the notice to remove is served on the Owner or Occupier, the executive committee may remove, or procure the removal of, those items from the car parking space and dispose of them in such manner as the executive committee deems fit.

(9) The powers, duties and obligations contained in this by-law are in addition to and not in derogation of by-law 3.

### **Special by-law no. 6 – Installation of awnings in lot 42**

(1) Despite any other by-law and on the conditions set out in this by-law, the owner for the time being (the "**Owner**" for the purpose of this by law) of lot 42 (the "**Lot**") shall have a special privilege in respect of the common property to install and keep awnings above the terrace of the Lot affixed to the northern and north-eastern facing edges of the overhanging slab and a right of exclusive use of that part of the common property affected by the installation of the awnings.

(2) The awnings may only be installed and kept affixed to the common property overhanging slab of the Lot on the condition that:

- a) The awnings proposed to be installed are cassette folding arm awnings produced by Goodearl Fabric Systems Pty. Limited of a type BX260 or equivalent in each case finished in a colour which is in keeping with the external finish of the building;
- b) The awnings installed in the Lot must each be of the same type, colour, material and design;
- c) When fully extended, the awnings must not extend beyond the outer perimeter of the Lot;
- d) The Owner must, at the cost of the Owner, keep the awnings clean and in a state of good and serviceable repair and must repair or replace any worn out or damaged awning as soon as practicable after the awning becomes worn out, defaced or damaged;
- e) Prior to installing the awnings the Owner must obtain and provide to the executive committee any required approval of the Council of the City of Sydney for the installation of the awnings attached to the edge of the common property overhanging slab of the Lot;
- f) The owner is liable for any damage caused to any part of the common property as a result of the installation and keeping of the awnings on the common property overhanging slab of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

For the avoidance of doubt, the Owner is at all times responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the awning installed on the common property.

### **Special by-law no. 7 – Electronic delivery of notices**

A document or notice may be served by the owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

## **Special by-law no. 8 – By-law to regulate installation of hard surface flooring within lots**

### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

(ii) Insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and

(iii) workers compensation insurance, if required.

(c) **Lot** means a lot in strata scheme 65507.

(d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 65507.

(f) **Required Documents** means:

(i) existing plans, specifications, drawings;

(ii) proposed plans, specifications and drawings and manufacturer's details;

(iii) if the plans and drawings do not adequately describe the works, a description of the works;

(iv) specifications and manufacturer's details for acoustic membrane regarding the installation of any hard surface flooring surfaces;

(v) specifications and manufacturer's details for waterproof membrane regarding the Installation of hard surface flooring surfaces; and

(vi) any other document reasonably required by the Owners Corporation.

(g) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective lot including (but not limited to) parquetry, floating timber or the like.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

(d) references to legislation includes references to amending and replacing legislation.

## **PART 2**

### **GRANT OF RIGHT**

2.1 An Owner or Occupier must not Install or carry out the Works except in accordance with Part 3 of this by-law.

## **PART 3**

### **CONDITIONS**

#### **PART 3.1**

##### **Acoustics and insulation**

3.1 The Owner or Occupier must:

(a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot; and

(b) The Owner or Occupier must install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's lot:

(i) for lots located on the ground level, the acoustic membrane must be a minimum 5mm thick closed cell underlay; and

(ii) for lots located on all other levels, the acoustic membrane must be a 9mm thick or a 8/4mm thick Regupol underlay.

(c) if that Owner or Occupier is seeking to undertake the Works within the bathroom, kitchen, laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

#### **PART 3.2**

##### **By-law may be required**

3.2 If the works add to, alter or erect new structures on the common property, the owner or occupier will be required to obtain approval for the works from the owners corporation by way of a:

(a) motion under section 65A of the Act; and/or

(b) by-law under section 52 and/or section 65A of the Act.

#### **PART 3.3**

##### **Before commencement**

3.3 Before commencement of the Works the Owner or Occupier must:

(a) provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;

(b) obtain approval for the Works from the Owners Corporation which may be in the form of an approval under section 52 or 65A or the *Strata Schemes Management Act 1996* granted to an Owner;

(c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

(d) effect and maintain Insurance and provide a copy to the Owners Corporation;

- (e) provide specifications in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;
- (f) provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring, including certification that the proposed flooring works will not increase the likelihood of transmission or noise to the floor below or adjoining lots;
- (g) provide a report from a suitably qualified installer in regards to the adequacy of the proposed flooring and treatment of the flooring; and
- (h) pay to the Owners Corporation a reasonable bond, to be held by the Owners Corporation pending completion of the Works and rectification of any damage to common property or the property of another Owner or Occupier.

### **PART 3.4**

#### **During construction**

3.4 Whilst the Works are in progress the Owner or Occupier must:

- (a) not commence laying or re-laying timber or other items that have been removed incidental to the Works, until such time as:
  - (i) a suitably qualified engineer or building consultant approved by the Owners Corporation has inspected and certified that the works contemplated within clause 3.1(a) and clause 3.1(b) of this by-law have been installed in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards; and
  - (ii) the Owners Corporation has provided its approval to the respective Owner or Occupier to proceed with their Works, such approval to be provided within a reasonable time of being provided with the certification contemplated within Clause 3.4(a)(i).
- (b) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time;
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;

- (k) ensure that the Works are not carried out on Sundays or public holidays;
- (l) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel; and
- (m) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls.

### **PART 3.5**

#### **After construction**

3.5 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents; and
- (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

### **PART 3.6**

#### **Enduring rights and obligations**

3.6 The owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

### **Special by-law no. 9 – Prohibiting illegal uses (including unlawful short-term accommodation)**

#### **1. Introduction**

- (1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short term accommodation.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation may take action against you.
- (4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.



## 2. Definitions

In this by-law:

**"Council"** means Council of the City of Sydney and any successor;

**"LEP"** means the Sydney Local Environmental Plan 2012 including any amendment of it and any planning instrument replacing it;

**"lot"** means a lot in the strata scheme;

**"permissible short term accommodation"** means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

**"prohibited short term accommodation"** means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

**"strata scheme"** means the strata scheme based on Strata Plan No. 65507;

**"unlawful short term accommodation"** means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

**"you"** means an owner, occupier or lessee of a lot.

## 3. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

## 4. Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

## 5. Prohibiting Unlawful Short Term Accommodation

(1) You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.

(2) You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

## 6. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

## 7. Restriction on Occupancy Numbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

## **Special by-law no. 10 – Renovations**

### **1. Introduction**

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**annexure**" means the annexure to this by-law,
- (d) "**building**" means the building in the strata scheme in which your apartment is located,
- (e) "**common area**" means the common property in the strata scheme,
- (f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
  - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
  - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
  - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
  - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,but cannot include cosmetic work or minor renovations,
- (h) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:
  - (i) renovating a kitchen,
  - (ii) renovating a bathroom in a manner that does not involve waterproofing,
  - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
  - (iv) changing recessed light fittings,
  - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

- (vi) installing or replacing wood or other hard floors,
- (vii) installing or replacing wiring or cabling or power or access points,
- (viii) installing or replacing pipes and ducts,
- (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
- (x) installing a rainwater tank,
- (xi) installing a clothesline,
- (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xiii) installing double or triple glazed windows,
- (xiv) installing a heat pump or hot water service,
- (xv) installing ceiling insulation,
- (xvi) installing an aerial or antenna,
- (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
- (xviii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

- (i) "**renovations**" means minor renovations or major renovations,
- (j) "**strata scheme**" means the strata scheme to which this by-law applies, and
- (k) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and

(g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Renovations Approval Process**

#### **3.1 Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the renovations,
- (d) drawings, plans and specifications for the renovations,
- (e) an estimate of the duration and times of the renovations,
- (f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

## **4. Conditions for Renovations**

### **4.1 Before the Renovations**

4.1.1 Before commencing the renovations, you must:

#### **(a) Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

#### **(b) Local Council Approval**

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

#### **(c) Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

#### **(d) Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

#### **(e) Acoustic Consultant's Report**

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

#### **(f) Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

#### **(g) Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

#### **(h) Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

## **4.2 During the Renovations**

During the renovations you must:

### **(a) Standard of Workmanship**

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

### **(b) Quality of Renovations**

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

### **(c) Time for Completion of Renovations**

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

### **(d) Times for Renovations**

ensure that the renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out at any other times,

### **(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

### **(f) Appearance of Renovations**

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

### **(g) Supervision of Renovations**

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

### **(h) Noise During Renovations**

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

### **(i) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

#### **(j) Debris**

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

#### **(k) Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,

#### **(l) Protection of Building**

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

#### **(m) Building Integrity**

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

#### **(n) Dally Cleaning**

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

#### **(o) Interruption to Services**

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

#### **(p) Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

#### **(q) Vehicles**

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

#### **(r) Security**

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

#### **(s) Variation to renovations**

not vary the renovations without obtaining the prior written approval of the owners corporation,

#### **(t) Costs of renovations**

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

### **4.3 After the Renovations**

After the renovations have been completed, you must:

#### **(a) Notify the Owners Corporation**

promptly notify the owners corporation that the renovations have been completed,

#### **(b) Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

#### **(c) Obtain Planning Certificates**

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

#### **(d) Restore the Common Areas**

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

#### **(e) Engineer's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

#### **(f) Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

#### **(g) Acoustic Consultant's Report**

if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the

owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

### **4.4 Enduring Obligations**

You must:

#### **(a) Maintenance of Apartment Renovations**

properly maintain the renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,



### **(b) Maintenance of Minor Renovations**

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

### **(c) Repair Damage**

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

### **(d) Prevent Excessive Noise**

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

### **(e) Flooring**

if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

### **(f) Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

### **(g) Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

### **(h) Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations {for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws}.

## **5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or

(b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

## **6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach ( or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## **7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

## **8. Strata Committee Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

## **9. Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

## **10. Decision of Owners Corporation not to Maintain Minor Renovations**

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

## ANNEXURE

### Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

### Special By-Law No. .... - Major Renovations and Building Works (Lot ....)

#### 1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

#### 2. Definitions

In this by-law:

**"Lot"** means Lot .....in the Strata Scheme;

**"Owner"** means the owner for the time being of the Lot (being the current owner and all successors);

**"Plans"** means the plans/drawings prepared by .....and dated .....attached to this by-law;

**"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans being .....;

**"Renovations By-Law"** means Special By-Law No. X - Renovations as amended from time to time;

**"Strata Scheme"** means the strata scheme to which this by-law applies.

#### 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

## **4. Conditions**

4.1 The Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.

## **Special by-law no. 11 – Major renovations and building works (lot 28)**

### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

### **2. Definitions**

In this by-law:

"**Lot**" means Lot 28 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by Cristina Lupica Design dated 19th February 2020 attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the plans being attached to this notice as Annexure A.

"**Renovations By-Law**" means Special By-Law No. 10 - Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

#### **4. Conditions**

4.1 The Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

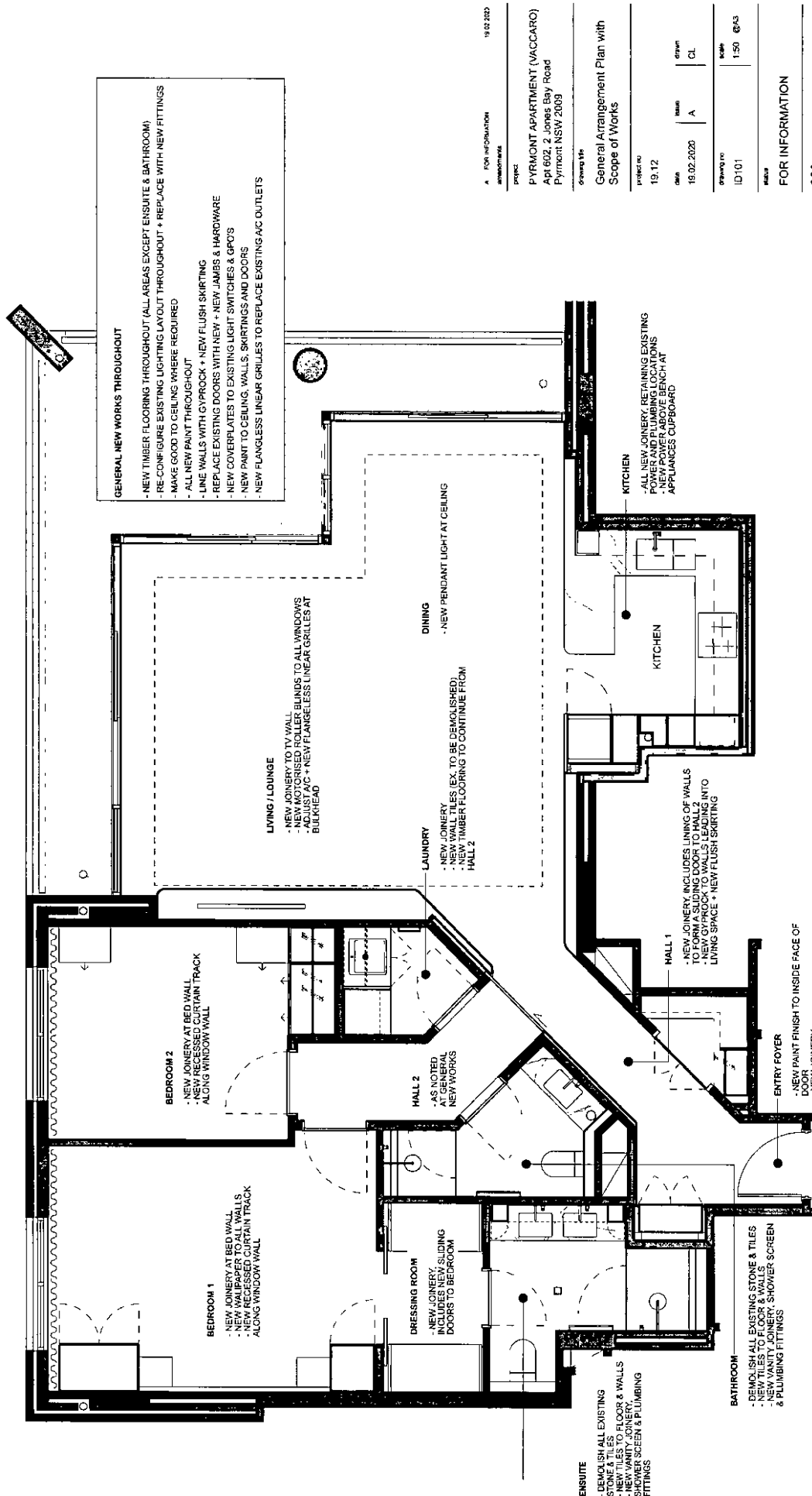
4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.

## ANNEXURE A



A FOR INFORMATION  
19.02.2020

Project  
PYRMONT APARTMENT (VACCARO)  
Apd 602, 2 Jones Bay Road  
Pyrmont NSW 2009

Drawing title  
General Arrangement Plan with  
Scope of Works

Project no  
19.12

Date  
19.02.2020

Issue  
A

Drawn  
CL

Drawing no  
ID101

Scale  
1:50 @A3

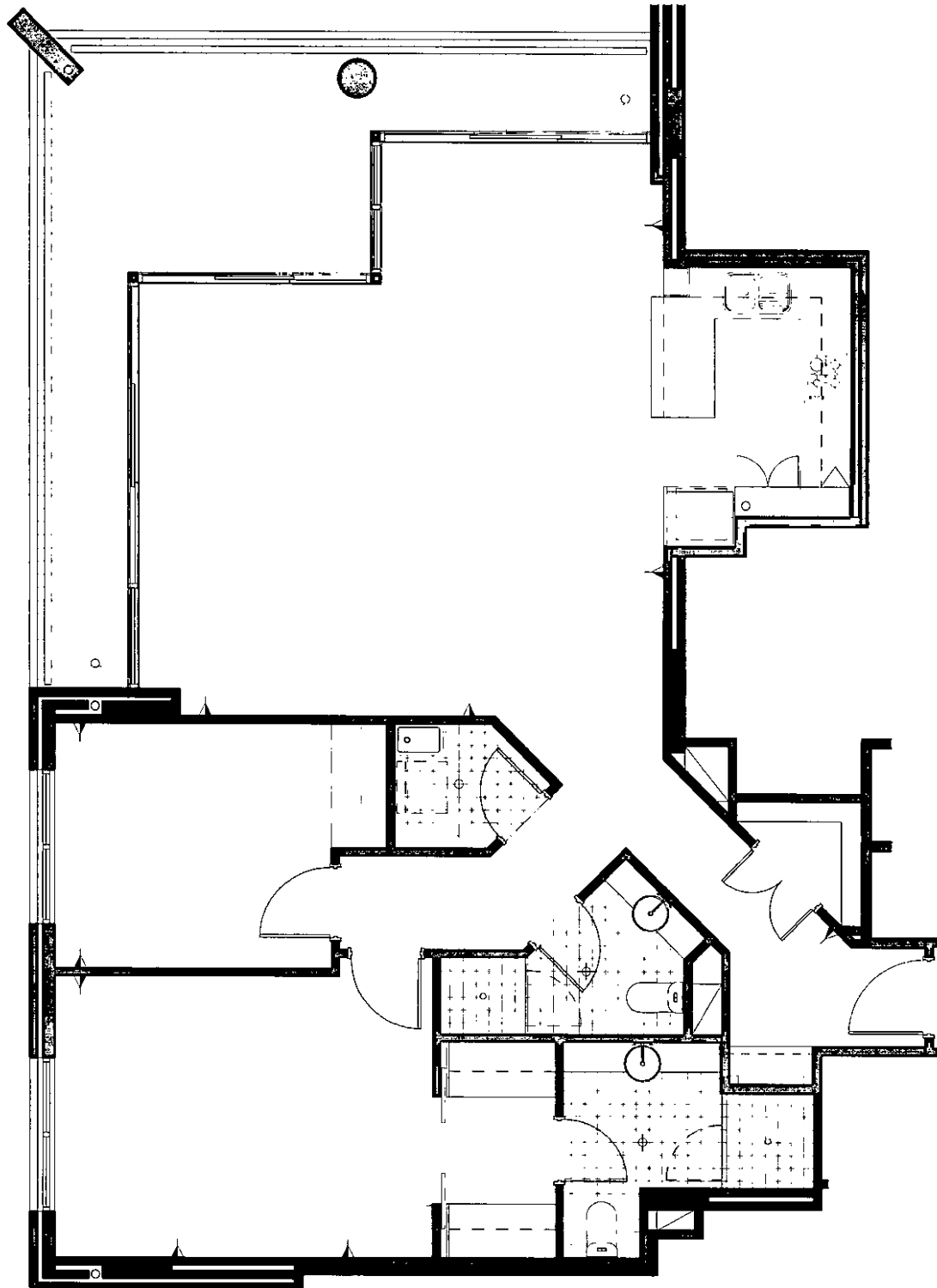
FOR INFORMATION

●●●

cristina lupica design

INTERIOR DESIGN

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REMOVE EXISTING  
JOINERY & FIXTURES

ITEMS TO BE REMOVED  
& REPLACED INCLUDES  
INTERNAL PASSING  
INTERNAL DOORS &  
JAMBES

DEMOLISH EXISTING  
TILES IN BATHROOMS &  
LAUNDRY

A FOR INFORMATION  
amendments 19.02.2020

project  
PYRMONT APARTMENT (VACCARO)  
Apt 602, 2 Jones Bay Road  
Pyrmont NSW 2009

drawing title  
Existing Floor Plan with Demolition

project no  
19.12

date  
19.02.2020

drawn  
A

scale  
1:50 @A3

drawing no  
ID100

status  
FOR INFORMATION

• • •

cristina lupica design

INTERIOR DESIGN

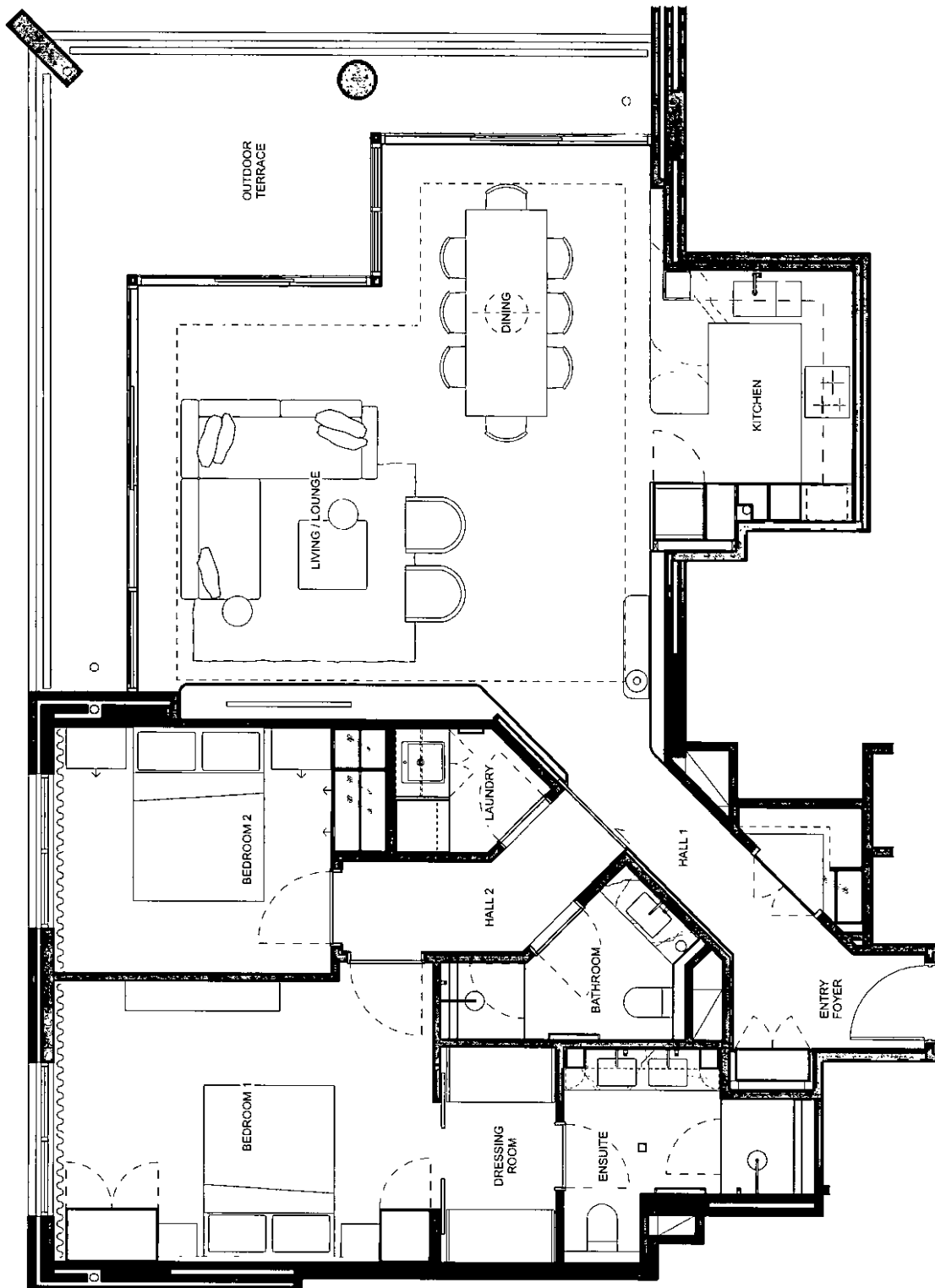
m 0403561063 e cristinalupicadesign@gmail.com

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Builder/contractor shall verify job dimensions on site

prior to any work commencing. Figured dimensions

shall take precedence over verbal reports.



19.02.2020

FOR INFORMATION

amendments

proposed

PYRMONT APARTMENT (VACCARO)  
 Apt 602, 2 Jones Bay Road  
 Pyrmont NSW 2009

Drawing title

Proposed Furniture Layout

Project no.

19.12

Date

19.02.2020

Issue

A

Drawn

CL

Scale

1:50

Sheet

03

Status

FOR INFORMATION

\*\*\*

cristina lupica design

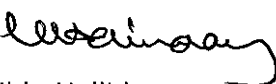
INTERIOR DESIGN

0403551063 • cristinalupica@gmail.com

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The seal of The Owners – Strata Plan No. 65507  
was affixed on 27 May 2020  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015  
to attest the affixing of the seal.

Signature: 

Name: Matilda Halliday  
Authority: Licensed Strata Managing Agent  
BCS Strata Management P/L



INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

## PLANNING CERTIFICATE

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

---

<b>Applicant:</b>	INFOTRACK PTY LIMITED
<b>Your reference:</b>	0410
<b>Address of property:</b>	24 Point Street , PYRMONT NSW 2009
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 65507
<b>Description of land:</b>	Lot 202 DP 1010966, Lots 2-102 SP 65507, Lots 103-104 SP68831
<b>Certificate No.:</b>	2021303430
<b>Certificate Date:</b>	7/05/21
<b>Receipt No:</b>	0173120
<b>Fee:</b>	\$53.00
<b>Paid:</b>	7/05/21

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



Issuing Officer  
per **Monica Barone**  
Chief Executive Officer

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333  
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

---

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

Zone R1 General Residential (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing land use pattern of predominantly residential uses..

2 Permitted without consent  
Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Horticulture; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; shops; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industries; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

**PROPOSED ZONING**

This property is not affected by a draft zone.

## LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012**  
NSW Legislation Website.

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

**Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005)** – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

### **Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney**

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

### **Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms**

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

## HERITAGE

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from [www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

**State Environmental Planning Policy No. 19 – Bushland in Urban Areas**

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**State Environmental Planning Policy No. 33 – Hazardous and Offensive Development**

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

**State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**State Environmental Planning Policy No. 64 – Advertising and Signage**

This policy aims to ensure that signage (including advertising):  
Is compatible with the desired amenity and visual character of an area, and  
Provides effective communications in suitable locations, and  
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

**State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

**State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004**

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

**State Environmental Planning Policy (State Significant Precincts) 2005**

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

**State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

**State Environmental Planning Policy (Infrastructure) 2007**

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

**State Environmental Planning Policy (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

**State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**State Environmental Planning Policy (State and Regional Development) 2011**

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

**State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

**State Environmental Planning Policy (Coastal Management) 2018**

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

**Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005**

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

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**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

**(3) Complying Development**

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the General Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**



▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	YES
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the General Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO

**Housing Internal Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

**Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

**Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

**Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

**General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

**Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Note.** "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

**(7A) Flood related development controls information.**

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

**(8) Land reserved for acquisition**

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**(9) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 <sup>th</sup> July 2013	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 <sup>th</sup> May 2007	<b>NO</b>
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	

**(9A) Biodiversity certified land**

The land has not been certified as biodiversity certified land.

**(10) Biodiversity Conservation Act 2016**

Not Applicable.

**(10A) Native vegetation clearing set asides**

Not Applicable.

**(11) Bush fire prone land**

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

**Note.** The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

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**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

***For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.***

*Planning certificate section 10.7 (2), local planning controls are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)*

**General Enquiries:**

**Telephone: 02 9265 9333**

**Town Hall House**

Level 2

Town Hall House  
456 Kent Street  
Sydney  
8am – 6pm Monday - Friday

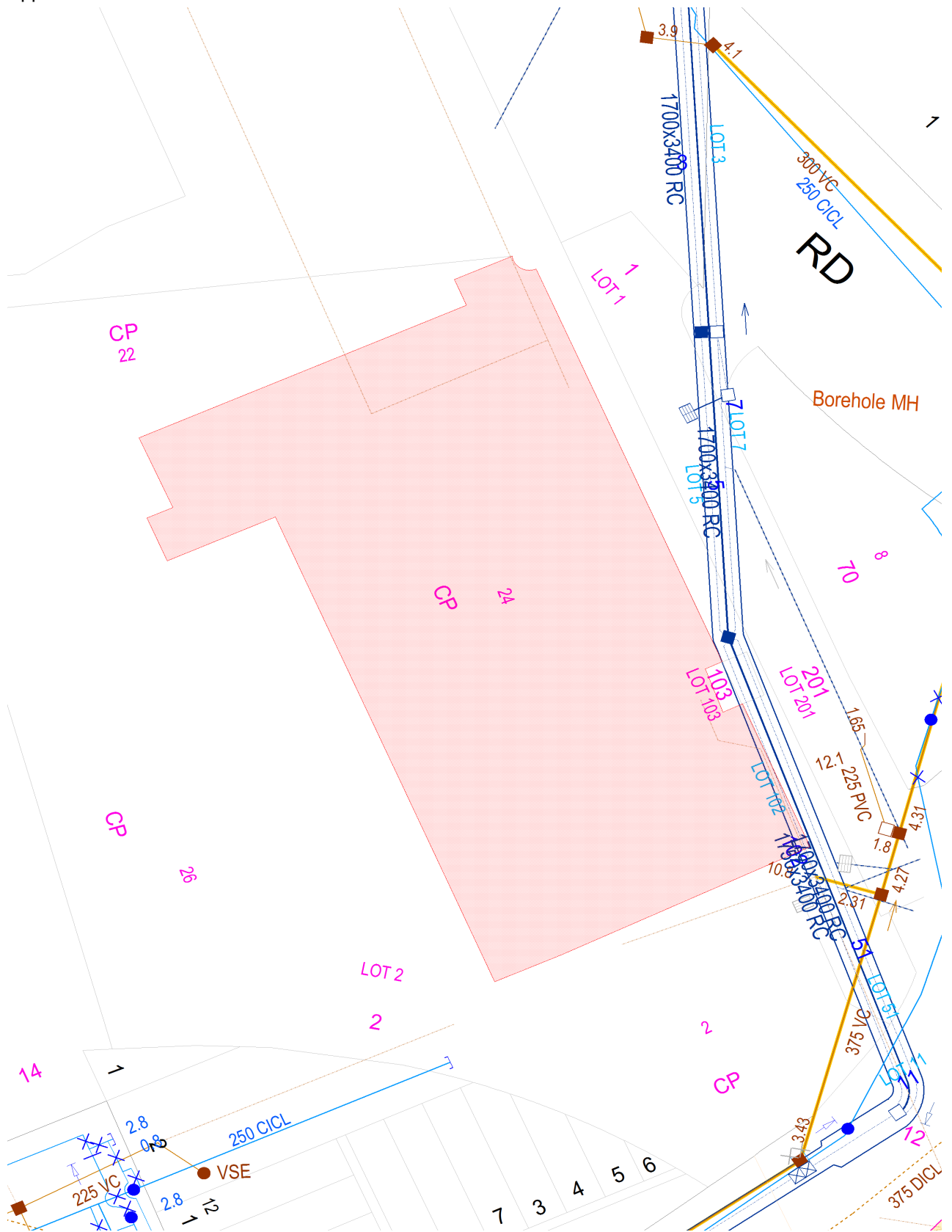
*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*  
*Chief Executive Officer*  
*City of Sydney*  
*G.P.O. Box 1591*  
*Sydney NSW 2000*

End of Document

**Service Location Print**  
Application Number: 8000700439

Application Number: 8000700439



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## Disclaimer

**Disclaimer**  
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

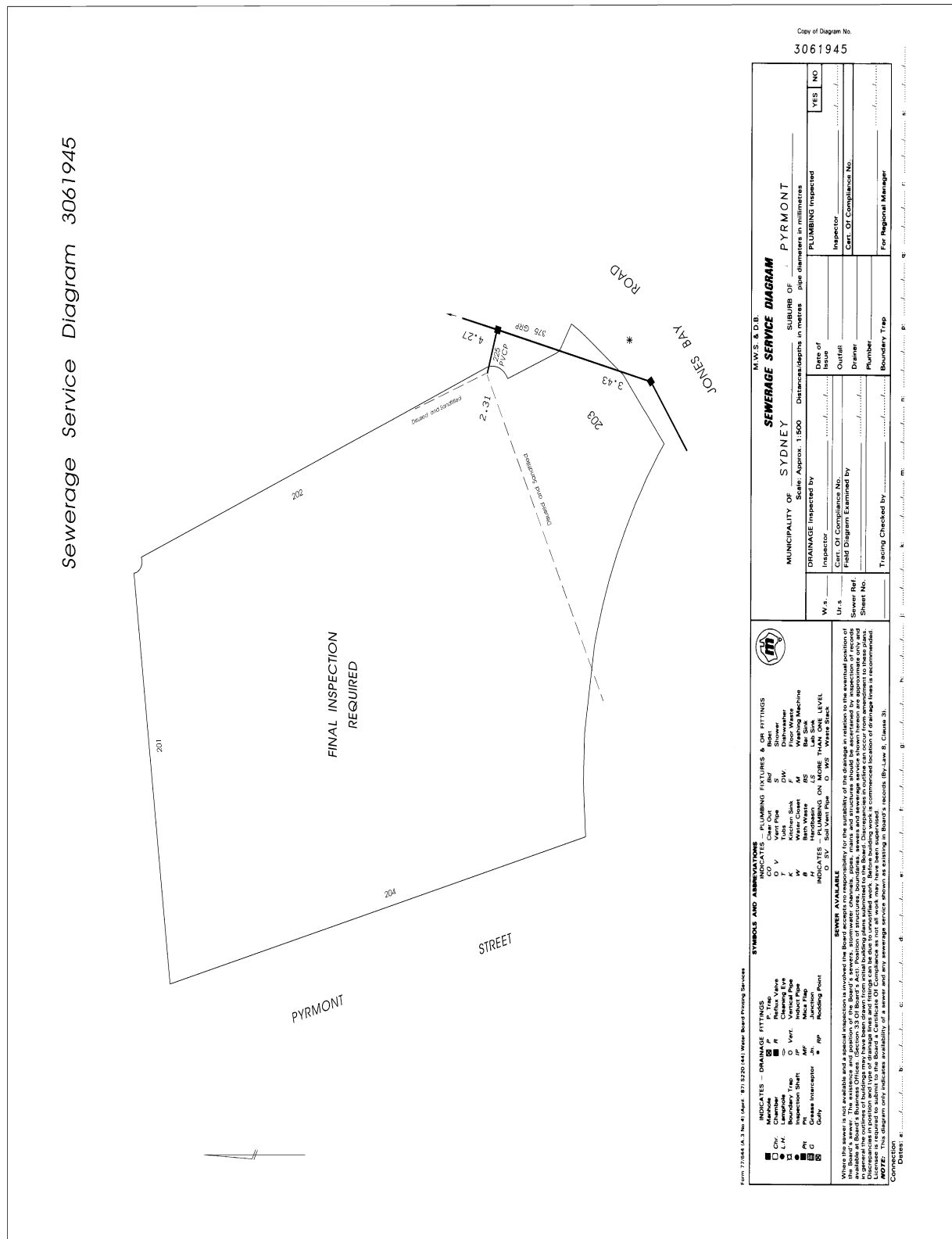
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Sewer Service Diagram

Application Number: 8000700452



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## Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.



- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18.
  - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations, notices and claims**

- 19. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

#### **Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

#### **Capacity**

- 24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Requisitions and transfer**

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Revenue

Enquiry ID	3482566
Agent ID	81429403
Issue Date	11 May 2021
Correspondence ID	1726392754
Your reference	0410

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S65507/6	Unit 301A, 24 POINT ST PYRMONT 2009	\$350 667

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

---

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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