

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 71895865	NSW DAN:
vendor's agent	Morton Real Estate Agency 84 Alexander St Crows Nest		Phone: 0410593057 Fax: Ref: James Crow
co-agent			
vendor	MICHAEL DAVID BAKER, MARK WILLIAM BAKER 8 6 Giles Streetq WOLLSTONECRAFT NSW 2065		
vendor's solicitor	ConveyOnline.com.au 56 The Hermitage Way Gledswood Hills NSW 2557		Phone: 02 8729 8217 Fax: 02 9475 0744 Ref: 2020 -2284
date for completion	42 days after the contract date	(clause 15)	Email: convey@conveyonline.com.au
land	1101/50 MURRAY ST SYDNEY NSW 2000 (Address, plan details and title reference)		
	LOT 140 IN STRATA PLAN 49259 140/SP49259		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" 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 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 type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: complex has pool, spa and sauna
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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2020 -2284

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

Body Corporate Services
 Level 27, 66-68 Goulburn St, Sydney

02 82160398

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 1101/50 MURRAY ST SYDNEY NSW 2000 from MICHAEL DAVID BAKER, MARK WILLIAM BAKER to in order that there is no cooling off period in relation to that contract;
3. I do not act for MICHAEL DAVID BAKER, MARK WILLIAM BAKER and am not employed in the legal practice of a solicitor acting for MICHAEL DAVID BAKER, MARK WILLIAM BAKER nor am I a member or employee of a firm of which a solicitor acting for MICHAEL DAVID BAKER, MARK WILLIAM BAKER is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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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*.

Dear Sirs

Re: Proposed Sale
Property: 1101/50 Murray Street, Sydney

Strata plan:

We act for Michael David Baker and Mark William Baker the owners of the above property and hereby authorise any prospective purchasers or their representative to inspect the strata records for the above property and obtain copies of such records as they may require.

Yours faithfully



Christie Murphy
Connected Conveyancing Online
Licensed Conveyancer

2 September 2020

SPECIAL CONDITIONS

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 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 vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-

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3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

Special conditions

These are the special conditions to the contract for the sale of land

BETWEEN

Michael David Baker and Mark William Baker

(Vendor)

And

(Purchaser)

1. Amendments

Amendments to printed clauses 1 to 29 (inclusive) of this contract are amended as follows:

- (a) Definition of Settlement Cheque in printed clause 1 delete "Building society cheque..." to the end of the definition.
- (b) Add the following Definitions:-
 - (i) Clearance certificate - a certificate within the meaning of s.14-220 of Schedule 1 to the TA Act that covers one or more days falling within the period from and including the contract date to completion.
 - (ii) TA Act - Taxation Administration Act 1953
 - (iii) Variation - a variation made under s14-235 of Schedule 1 to the *TA Act*
- (c) In printed clause 7.1.1, '5%' is replaced with the numeral '\$1.00'.
- (d) Printed clause 14.4.1 is deleted.
- (e) Printed clause 14.4.2 is deleted.
- (f) In printed clause 16.5, the words 'plus another 20% of that fee' are deleted;
- (g) Printed clause 16.8 is deleted.

2. Notice to complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

- (b) If such notice referred to above is issued by the vendor, then the purchaser is required to pay to the vendor the sum of \$275.00 (inclusive of GST) on Completion for legal fees associated with issuing a such notice. This is an essential term of this Agreement.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion

If the Purchaser does not complete this contract on or before the Completion Date, then on completion the Purchaser must pay to the Vendor interest on the balance of the price from but excluding the Completion Date to the date of actual completion at the rate of 10% per annum and adjustments are to be made as at the earliest of the Completion Date, the date possession is given to the Purchaser and the date of actual completion.

6. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

7. Smoke alarms

The property has smoke alarms installed.

8. Swimming pool

The property has a swimming pool that complies with the requirements of the Act and is registered.

9. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof or for any shortfall of funds required on completion.

10. Warranties & Representations

The Purchase acknowledges that no representation, inducements or warranties have been made by the Vendor or his Agent or representatives relating to the present state or condition of the property. The Purchaser acknowledges that all

agreed terms of the property are contained herein. The Purchaser purchases this property in its existing condition and state of repair and shall not make any requisition or claim for compensation in respect thereto.

11. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

12. Deposit payable during cooling off period

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and
- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

13. Exchange on less than 10% deposit

Although a full 10% deposit is payable by the purchaser, if the vendor agrees to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange the balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the

full price will be paid on completion. The full 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

14. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantors, as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations 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.

Signature of Guarantor

Signature of Guarantor

15. Foreign purchaser

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

In the event that the purchaser is in breach of the above warranty and the warranty contained in clause 22 hereof, then the purchaser agrees to indemnify and compensate the vendor in respect to any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a result of the purchaser's breach in warranty hereof. This clause shall not merge on completion.

16. Tenancy

16.1 Should this Agreement be sold subject to tenancies and the tenant:-

- a. Give notice to vacate the property before or after exchange of contract; and/or
- b. Vacate the property prior to Completion

Then the Purchaser shall not make any objection, requisitions, claim for compensation, rescind this Agreement, terminate this Agreement, delay Completion nor require the Vendor to re-lease the property. The Purchaser agrees to accept the property as Vacant Possession on Completion.

17. Land Tax Surcharge

If a land tax adjustment is required under this Agreement, then the parties agree that in the event that the vendor is liable for the Land Tax Surcharge, the Land Tax Surcharge will be adjusted on Completion in addition to any land tax adjustment.

18. Settlement fee

It is agreed between the parties that if Completion of this matter is not completed on time in accordance with this Agreement, the purchaser will pay to the vendor on Completion the sum of \$175.00 (inclusive of GST) each time settlement is rescheduled or cancelled through no fault of the vendor and a further sum of \$220.00 for completing the contract late. Such payment will be for payment of the vendor's legal costs in relation to same and is an essential term of this Agreement.

19. Drainage diagram

The Purchaser acknowledges that the drainage diagram and sewer reference sheet attached to this Contract are those currently available from the authority, and if such document or documents are not attached then there is none held with the authority

The purchaser shall not make a requisition, claim, delay completion, terminate or rescind this Agreement in respect of the water, sewerage and drainage works that may have been installed or carried out on the Property or that no certificate has been attached to this Agreement.

20. PEXA

The purchaser agrees that in the event that this matter is not completed through PEXA due to the purchaser, purchaser's mortgagee, or the purchaser's legal representative being unable or unwilling to transact in PEXA, then the purchaser will make an adjustment on settlement in favour of the vendor for \$175.00 in payment of the vendor's additional legal costs for completing settlement manually in relation to same and is an essential term of this Agreement.

21. Leasehold Strata Title

As the property is a lot in Strata Scheme:

- a) Clause 11 does not apply to anything with which the Owners Corporation must comply;
- b) Clause 14.4.2 and 14.4.5 apply but on a unit entitlement basis instead of an area basis
- c) Clause 14.8 does not apply to an amount the Owners Corporation must pay
- d) Clause 18.4 does not apply to anything which the Owners Corporation must insure;
- e) The parties must adjust under clause 14.1 a regular periodic contribution to the administrative and sinking funds.

- f) The purchaser cannot make claim, requisition, rescind or terminate the contract in respect of Special Expenses of the Owners Corporation.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 302/SP49259

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2020	2:29 PM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 302 IN STRATA PLAN 49259
AT DARLING HARBOUR
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE IN LOT 302 CREATED BY LEASE 0126537
(EXPIRES 29.3.2094)

MICHAEL DAVID BAKER
MARK WILLIAM BAKER
AS JOINT TENANTS (T AF398381)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP49259
- 2 SP49259 EASEMENT FOR SERVICES AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 SP49259 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 4 SP49259 RESTRICTION ON USER (S.68 STRATA SCHEMES (LEASEHOLD
DEVELOPMENT) ACT, 1986)
- 5 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 1001/844561
- 6 AF398382 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2020 -2284

PRINTED ON 7/9/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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Received: 07/09/2020 14:29:15



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 140/SP49259

SEARCH DATE	TIME	EDITION NO	DATE
27/8/2020	12:09 PM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 140 IN STRATA PLAN 49259
AT DARLING HARBOUR
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE IN LOT 140 CREATED BY LEASE O126375
(EXPIRES 29.3.2094)

MICHAEL DAVID BAKER
MARK WILLIAM BAKER
AS JOINT TENANTS (T AF398381)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP49259
- 2 SP49259 EASEMENT FOR SERVICES AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 SP49259 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 4 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 1001/844561
- 5 AF398382 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP49259

SEARCH DATE	TIME	EDITION NO	DATE
27/8/2020	12:09 PM	22	18/2/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 49259
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLING HARBOUR
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP49259

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE IN COMMON PROPERTY CREATED BY LEASE
0126235 (EXPIRES 29.3.2094)

THE OWNERS - STRATA PLAN NO. 49259

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- BCS STRATA MANAGEMENT
LOCKED BAG 22
HAYMARKET 1238

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN SP49259
- 2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP773353 EASEMENT TO DRAIN WATER 4 WIDE
 - DP773353 EASEMENT FOR SALT WATER CONDUITS VARIABLE WIDTH
 - Z743915 RIGHT OF WAY (TERMINATING 20.2.2090) AFFECTING
THE LAND DESIGNATED "W" IN DP807682
 - DP836419 EASEMENT FOR EXISTING SALT WATER CONDUITS AND
CHAMBERS
 - DP836419 RIGHT OF WAY 1.9 WIDE
 - DP836419 RIGHT OF WAY 2.26 WIDE
 - DP836419 EASEMENT FOR EXHAUST AIR DUCT
 - DP844561 RIGHT TO USE STAIRS 2.43 WIDE (D)
 - DP844561 RIGHT TO USE LOADING DOCK VARIABLE WIDTH (E)
 - DP844561 EASEMENT FOR ACCESS 6 AND 8 WIDE AND VARIABLE (F)
 - DP844561 RIGHT TO USE FIRE STAIRS 1.1, 1.15 & 2.8 WIDE (H)
 - DP844561 RIGHT TO USE FIRE STAIRS 1.515 WIDE AND VARIABLE
(L)
 - DP265257 EASEMENT FOR HORIZONTAL AND VERTICAL SUPPORT
 - DP265257 EASEMENT FOR SERVICES

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP49259

PAGE 2

SECOND SCHEDULE (8 NOTIFICATIONS) (CONTINUED)

- DP265257 EASEMENT FOR ACCESS 4.5 AND 5.5 WIDE
- 3 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
- DP844561 RIGHT TO USE LOADING DOCK VARIABLE WIDTH (E)
DP844561 RIGHT TO USE STAIRS VARIABLE WIDTH (J)
DP844561 EASEMENT FOR ACCESS VARIABLE WIDTH (K)
DP844561 RIGHT TO USE STAIRS 1.515 WIDE AND VARIABLE (L)
SP49259 EASEMENT FOR AIR CONDITIONING AND RIGHT OF
ACCESS
SP49259 EASEMENT FOR GREASE ARRESTOR AND RIGHT OF ACCESS
SP49259 EASEMENT FOR PLANT ROOM AND RIGHT OF ACCESS
SP49259 EASEMENT FOR SPRINKLER SYSTEMS AND RIGHT OF
ACCESS
- 4 DP265257 EASEMENT FOR HORIZONTAL AND VERTICAL SUPPORT
AFFECTING THE LAND ABOVE DESCRIBED
- 5 DP265257 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE
DESCRIBED
- 6 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP49259
- 7 AN858326 INITIAL PERIOD EXPIRED
- 8 AP904061 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 49259

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 250	2	- 250	3	- 301	4	- 309
5	- 280	6	- 280	7	- 288	8	- 288
9	- 317	10	- 593	11	- 363	12	- 405
13	- 400	14	- 388	15	- 396	16	- 380
17	- 292	18	- 296	19	- 296	20	- 296
21	- 296	22	- 296	23	- 326	24	- 634
25	- 384	26	- 409	27	- 401	28	- 409
29	- 388	30	- 384	31	- 342	32	- 296
33	- 305	34	- 305	35	- 305	36	- 305
37	- 305	38	- 334	39	- 655	40	- 392
41	- 434	42	- 409	43	- 417	44	- 396
45	- 409	46	- 305	47	- 334	48	- 313
49	- 313	50	- 313	51	- 309	52	- 351
53	- 685	54	- 417	55	- 442	56	- 451
57	- 459	58	- 438	59	- 434	60	- 376
61	- 376	62	- 376	63	- 376	64	- 376
65	- 376	66	- 384	67	- 701	68	- 451
69	- 484	70	- 459	71	- 468	72	- 447
73	- 442	74	- 380	75	- 380	76	- 380
77	- 380	78	- 380	79	- 380	80	- 384

END OF PAGE 2 - CONTINUED OVER

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PRINTED ON 27/8/2020

FOLIO: CP/SP49259

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 49259

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
81	- 722	82	- 459	83	- 493	84	- 468
85	- 480	86	- 455	87	- 451	88	- 384
89	- 384	90	- 384	91	- 384	92	- 384
93	- 384	94	- 388	95	- 739	96	- 468
97	- 501	98	- 480	99	- 488	100	- 468
101	- 459	102	- 388	103	- 388	104	- 388
105	- 388	106	- 388	107	- 388	108	- 392
109	- 756	110	- 480	111	- 509	112	- 488
113	- 497	114	- 476	115	- 468	116	- 392
117	- 392	118	- 392	119	- 392	120	- 392
121	- 392	122	- 397	123	- 776	124	- 488
125	- 522	126	- 497	127	- 505	128	- 484
129	- 480	130	- 396	131	- 396	132	- 396
133	- 396	134	- 396	135	- 396	136	- 401
137	- 793	138	- 497	139	- 530	140	- 505
141	- 513	142	- 493	143	- 488	144	- 401
145	- 401	146	- 401	147	- 401	148	- 401
149	- 401	150	- 405	151	- 810	152	- 505
153	- 538	154	- 518	155	- 526	156	- 501
157	- 497	158	- 405	159	- 405	160	- 405
161	- 405	162	- 405	163	- 405	164	- 409
165	- 832	166	- 518	167	- 547	168	- 526
169	- 1406	170	- 1	171	- 409	172	- 417
173	- 409	174	- 409	175	- 409	176	- 409
177	- 1264	178	- 1	179	- 526	180	- 555
181	- 534	182	- 547	183	- 869	184	- 417
185	- 417	186	- 417	187	- 417	188	- 417
189	- 417	190	- 1285	191	- 1	192	- 534
193	- 568	194	- 543	195	- 555	196	- 823
197	- 417	198	- 417	199	- 417	200	- 417
201	- 417	202	- 2012	203	- 1	204	- 543
205	- 576	206	- 840	207	- 1256	208	- 1
209	- 426	210	- 426	211	- 426	212	- 426
213	- 2066	214	- 1	215	- 551	216	- 848
217	- 87	218	- 101	219	- 291	220	- 1
221	- 1	222	- 1	223	- 1	224	- 1
225	- 1	226	- 1	227	- 1	228	- 1
229	- 1	230	- 1	231	- 1	232	- 1
233	- 1	234	- 1	235	- 1	236	- 1
237	- 1	238	- 1	239	- 1	240	- 1
241	- 1	242	- 1	243	- 1	244	- 1
245	- 1	246	- 1	247	- 1	248	- 1
249	- 1	250	- 1	251	- 1	252	- 1
253	- 1	254	- 1	255	- 1	256	- 1

END OF PAGE 3 - CONTINUED OVER

2020 -2284

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FOLIO: CP/SP49259

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 49259

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
257	- 1	258	- 1	259	- 1	260	- 1
261	- 1	262	- 1	263	- 1	264	- 1
265	- 1	266	- 1	267	- 1	268	- 1
269	- 1	270	- 1	271	- 1	272	- 1
273	- 1	274	- 1	275	- 1	276	- 1
277	- 1	278	- 1	279	- 1	280	- 1
281	- 1	282	- 1	283	- 1	284	- 1
285	- 1	286	- 1	287	- 1	288	- 1
289	- 1	290	- 1	291	- 1	292	- 1
293	- 1	294	- 1	295	- 1	296	- 1
297	- 1	298	- 1	299	- 1	300	- 1
301	- 1	302	- 1	303	- 1	304	- 1
305	- 1	306	- 1	307	- 1	308	- 1
309	- 1	310	- 1	311	- 1	312	- 1
313	- 1	314	- 1	315	- 1	316	- 1
317	- 1	318	- 1	319	- 1	320	- 1
321	- 1	322	- 1	323	- 1	324	- 1
325	- 1	326	- 1	327	- 1	328	- 1
329	- 1	330	- 1	331	- 1	332	- 1
333	- 1	334	- 1	335	- 1	336	- 1
337	- 1	338	- 1	339	- 1	340	- 1
341	- 1	342	- 1	343	- 1	344	- 1
345	- 1	346	- 1	347	- 1	348	- 1
349	- 1	350	- 1	351	- 1	352	- 1
353	- 1	354	- 1	355	- 1	356	- 1
357	- 1	358	- 1	359	- 1	360	- 1
361	- 1	362	- 1	363	- 1	364	- 1
365	- 1	366	- 1	367	- 1	368	- 1
369	- 1	370	- 1	371	- 1	372	- 1
373	- 1	374	- 1	375	- 1	376	- 1
377	- 1	378	- 1	379	- 1	380	- 1
381	- 1	382	- 1	383	- 1	384	- 1
385	- 1	386	- 1	387	- 1	388	- 1
389	- 1	390	- 1	391	- 1	392	- 1
393	- 1	394	- 1	395	- 1	396	- 1
397	- 1	398	- 1	399	- 1	400	- 1
401	- 1	402	- 1	403	- 1	404	- 1
405	- 1	406	- 1	407	- 1	408	- 1
409	- 1	410	- 1	411	- 1	412	- 1
413	- 1	414	- 1	415	- 1	416	- 1
417	- 1	418	- 1	419	- 1	420	- 1
421	- 1	422	- 1	423	- 1	424	- 1
425	- 1	426	- 1	427	- 1	428	- 1
429	- 1	430	- 1	431	- 1	432	- 1

END OF PAGE 4 - CONTINUED OVER

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PRINTED ON 27/8/2020

FOLIO: CP/SP49259

PAGE 5

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 49259

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
433	- 1	434	- 1	435	- 1	436	- 1
437	- 1	438	- 1	439	- 1	440	- 1
441	- 1	442	- 1	443	- 1	444	- 1
445	- 1	446	- 1	447	- 1	448	- 1
449	- 1	450	- 1	451	- 1	452	- 1
453	- 1	454	- 1	455	- 1	456	- 1
457	- 1	458	- 1	459	- 1	460	- 1
461	- 1	462	- 1	463	- 1	464	- 1
465	- 1	466	- 1	467	- 1	468	- 1
469	- 1	470	- 1	471	- 1	472	- 1
473	- 1	474	- 1				

NOTATIONS

UNREGISTERED DEALINGS: NIL

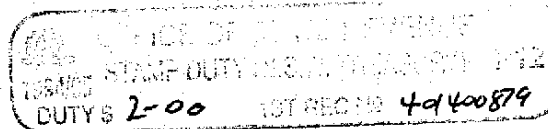
*** END OF SEARCH ***

2020 -2284

PRINTED ON 27/8/2020

LTO Licence No.
41J/0093/95**LEASE**
Real Property Act 1900

126537 Y

**PROPERTY LEASED**

302/SP49259

φ

LODGED BY

41J

Mallesons Stephen Jaques
Governor Phillip Tower, 1 Farrer Place
Sydney NSW 2000 DX 113 Sydney
REFERENCE: TJH:MGA:GAR3100-001Pt. 1001/844561
φ Beng**LESSOR****DARLING HARBOUR AUTHORITY**The lessor leases to the lessee the property described above subject to **NO ENCUMBRANCES****LESSEE**

L

GARBETT PTY LIMITED (ACN 003 627 156)

- TERM**: 99 years commencing on the date of registration of SP49259 and terminating on the day which is 99 years less 1 day thereafter
- With **NO OPTION TO RENEW** or to **PURCHASE**
- Incorporates the provisions set out in **MEMORANDUM NO. 055672** filed in the Land Titles Office.

DATE **29 MAR. 1995** We certify this dealing correct for the purposes of the Real Property Act 1900. This instrument is a Deed.Signed by Terry Jones as delegate of **DARLING HARBOUR AUTHORITY** in the presence of Di Talty

Delegate

Witness

THE COMMON SEAL of GARBETT PTY
LIMITED is affixed in accordance with
its articles of association in the
presence of:)))).....
Roy Bertie Travers (Director).....
David Zalmon Baffsky (Director)

Checked by (office use only)

LTO Licence No.
41J/0093/95

LEASE
Real Property Act 1900



0
126375 4

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.....
2-00 401406879

PROPERTY LEASED

140/SP49259

LODGED BY

41J

Mallesons Stephen Jaques
Governor Phillip Tower, 1 Farrer Place
Sydney NSW 2000 DX 113 Sydney
REFERENCE: TJH:MGA:GAR3100-001

PSM8/1001/24454
4 Berg Pt. 1001/24454

LESSOR

DARLING HARBOUR AUTHORITY

The lessor leases to the lessee the property described above subject to **NO ENCUMBRANCES**

LESSEE

L

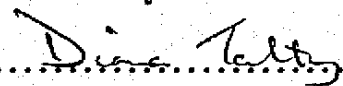
GARBETT PTY LIMITED (ACN 003 627 156)

1. **TERM: 99 years commencing on the date of registration of SP49259 and terminating on the day which is 99 years less 1 day thereafter**
2. **With NO OPTION TO RENEW or to PURCHASE**
3. **Incorporates the provisions set out in MEMORANDUM NO. 055672 filed in the Land Titles Office.**

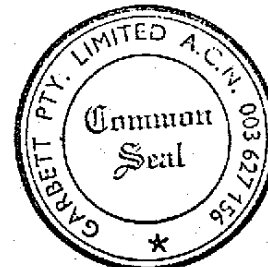
DATE **29 MAR. 1995** We certify this dealing correct for the purposes of the Real Property Act 1900. This instrument is a Deed.

Signed by Terry Jones as delegate of **DARLING HARBOUR AUTHORITY** in the presence of Di Talty

Delegate 

Witness 

THE COMMON SEAL of GARBETT PTY)
LIMITED is affixed in accordance with)
its articles of association in the)
presence of:)



.....
Roy Bertie Travers (Director)

.....
David Zalmon Baffsky (Director)

Checked by (office use only)

COUNCIL'S CERTIFICATE

The Council of the City Municipality of Sydney, in accordance with the provisions of the Local Government Act, 1953, has approved the plan of subdivision of the land shown in the plan of subdivision, and the requirements for the registration of plans have been complied with, and the plan of subdivision is hereby approved.

This approval is given on the condition that the plan of subdivision is subject to the restriction on user referred to in section 39 of the State Titles Act, 1953.

Signature of Council Clerk

SURVEYOR'S CERTIFICATE

DENNY LINKER & CO SURRY HILLS 2010

(1) any wall, fence, or any part of which corresponds to the boundary of a proposed lot, or

Signature Date 30.1.95

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants, PURSUANT TO SECTION 87(9) OF THE STRATA TITLES (LEASEHOLD) ACT 1986, IT IS INTENDED TO CREATE AN EXCLUSIVE USE BY-LAW NUMBERED 1 TO 4 INCLUSIVE PURSUANT TO SECTION 6(4) STRATA TITLES (LEASEHOLD) ACT 1986 AND SECTION 88(B) OF THE CONVEYANCING ACT 1919. IT IS INTENDED TO CREATE:-

NOTE: LOTS 170, 178, 191, 203, 208, 214, & 220 TO 474 INCLUSIVE ARE SUBJECT TO THE RESTRICTION ON USER REFERRED TO IN SECTION 68 OF THE STRATA TITLES (LEASEHOLD) ACT 1986.

SIGNED BY THE GENERAL MANAGER UNDER DELEGATED AUTHORITY FOR THE DARLING HARBOUR AUTHORITY.

Table with 10 columns: 10, 20, 30, 40, 50, 60, 70, 80, 90, 100. Row 1: SURVEYOR'S REFERENCE: 10-293

PLAN OF SUBDIVISION OF LOT 1001 D.P. 844561

City: SYDNEY

Locality: DARLING HARBOUR

County: CUMBERLAND

Parish: ST. ANDREW

Reduction Ratio 1:400

Lengths are in metres

Name of, and *address for service of notices on, the body corporate: THE PROPRIETORS STRATA PLAN N° 49259 N°50 MURRAY STREET DARLING HARBOUR, 2000

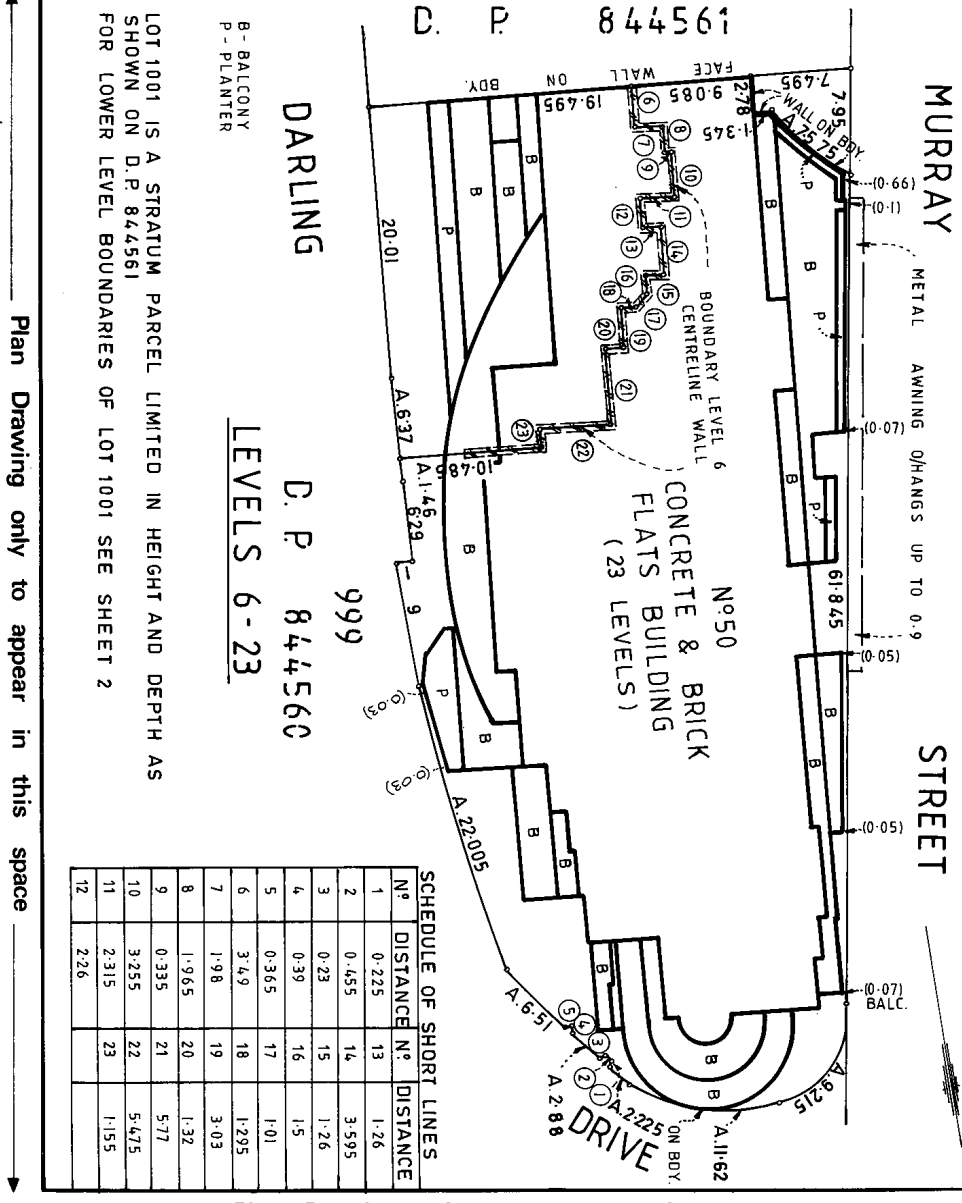
STRATA PLAN 49259

Registered: 30.3.1995

Purpose: STRATA PLAN

Ref. Map: CITY OF SYDNEY SH. 101

Last Plan: D.P. 844561 (D.P. 836419)



LEVELS 3,4,5 & PT 7 & 8

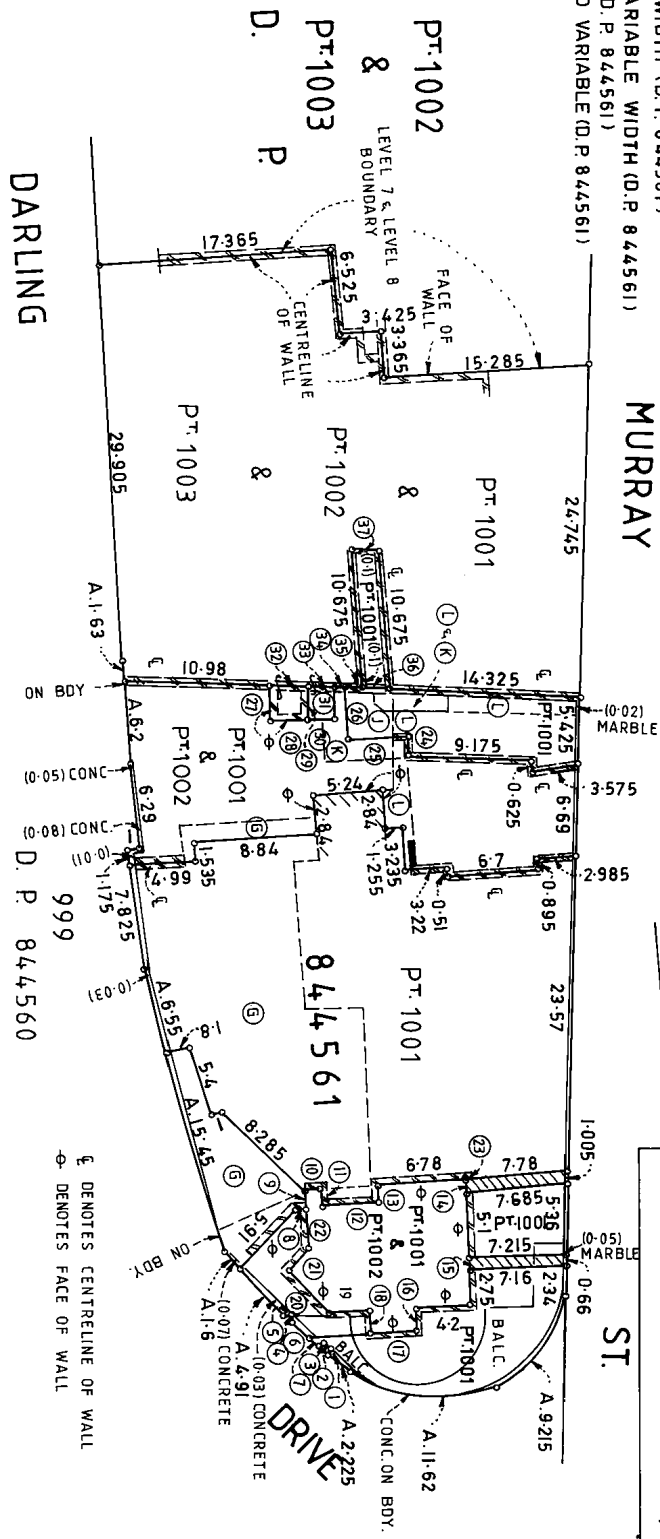
STRATA PLAN 49259

Sheet No. 2 of 26 Sheets

NOTE: FOR DETAIL OF EASEMENT LOCATION SEE D.P. 844561
③ RIGHT TO USE LOADING DOCK VARIABLE WIDTH (D.P. 844561)
⑦ RIGHT TO USE FIRE STAIRS 1.515 WIDE & VARIABLE WIDTH (D.P. 844561)
⑧ EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 844561)
⑨ RIGHT TO USE FIRE STAIRS 1.515 WIDE AND VARIABLE (D.P. 844561)

SCHEDULE SHORT LINES & ARCS

Nº	DISTANCE	Nº	DISTANCE
1	0.225	20	4.39
2	0.455	21	2.355
3	0.23	22	2.93
4	0.39	23	0.105
5	0.365	24	1.485
6	A.2.88	25	4.53
7	A.0.855	26	4.065
8	0.9	27	2.625
9	1.58	28	2.635
10	1.1	29	2.62
11	1.49	30	2.23
12	4.12	31	2.53
13	1.49	32	2.55
14	0.77	33	2.03
15	0.62	34	0.56
16	1.75	35	1.325
17	3.55	36	2.145
18	1.75	37	2.145
19	2.935		

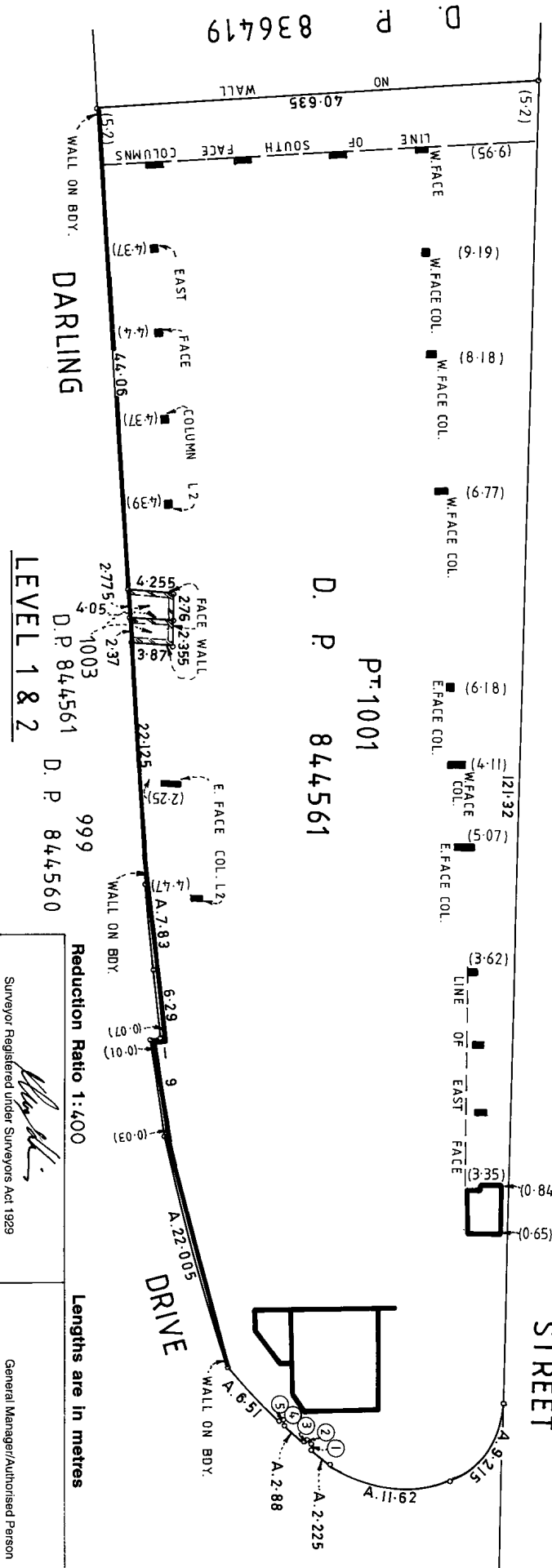


MURRAY

DARLING

STREET

DRIVE



Reduction Ratio 1:400
Lengths are in metres
Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person
SURVEYORS REFERENCE: 10-293

STRATA PLAN 49259

SCHEDULE OF UNIT ENTITLEMENTS

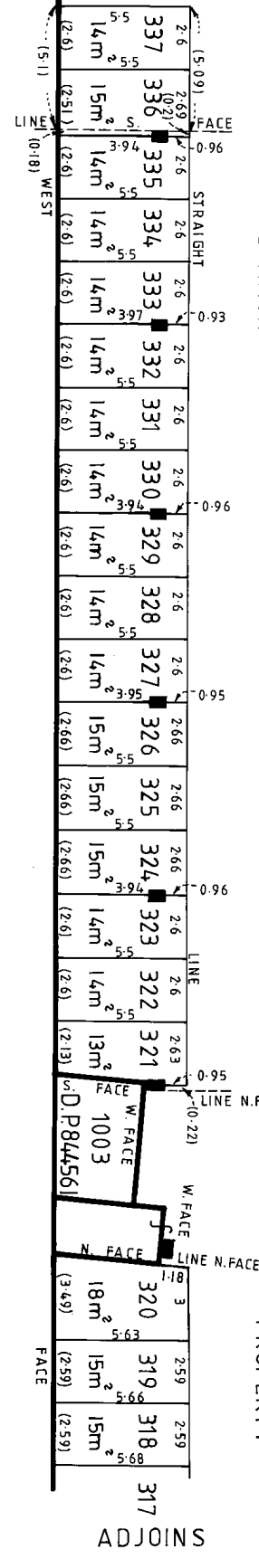
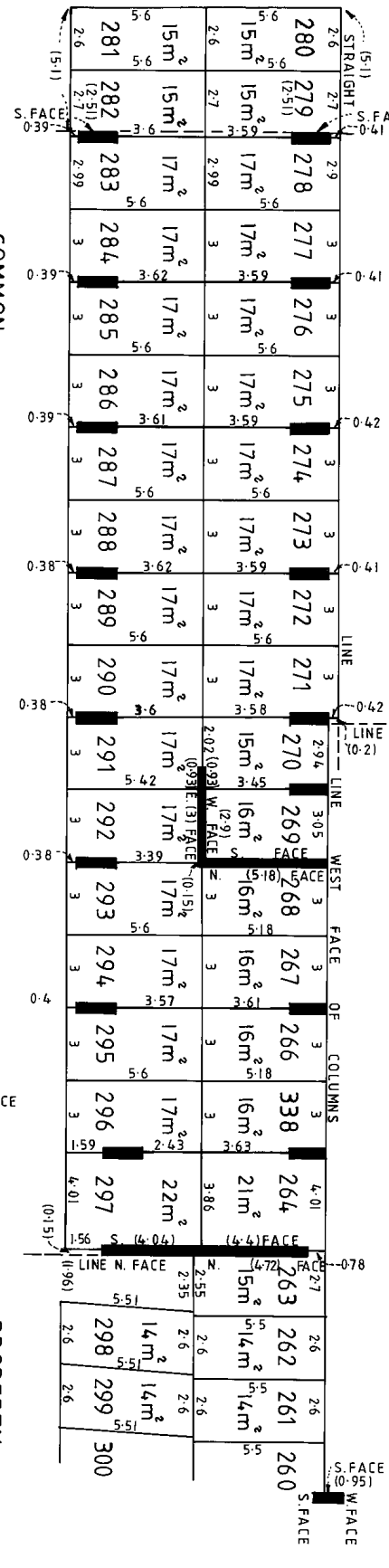
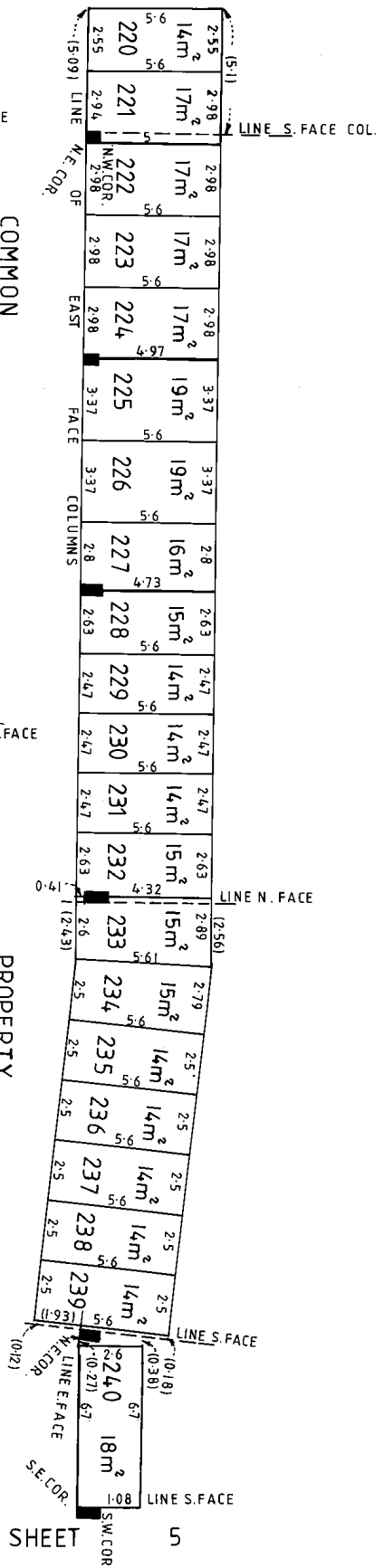
LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT
1 & 2	250 EACH						
3	301	57	459	124	488	181	534
4	309	58	438	125	522	182	547
5 & 6	280 EACH	59	434	126	497	183	869
7 & 8	288 EACH	60-65 INCL.	376 EACH	127	505	184-189 INCL.	417 EACH
9	317	66	384	128	484	190	1285
10	593	67	701	129	480	191	1
11	363	68	451	130-135 INCL.	396 EACH	192	534
12	405	69	484	136	401	193	568
13	400	70	459	137	793	194	543
14	388	71	468	138	497	195	555
15	396	72	447	139	530	196	823
16	380	73	442	140	505	197-201 INCL.	417 EACH
17	292	74-79 INCL.	380 EACH	141	513	202	2012
18-22 INCL.	296 EACH	80	384	142	493	203	1
23	326	81	722	143	488	204	543
24	634	82	459	144-149 INCL.	401 EACH	205	576
25	384	83	493	150	405	206	840
26	409	84	468	151	810	207	1256
27	401	85	480	152	505	208	1
28	409	86	455	153	538	209-212 INCL.	426 EACH
29	388	87	451	154	518	213	2066
30	384	88-93 INCL.	384 EACH	155	526	214	1
31	342	94	388	156	501	215	551
32	296	95	739	157	497	216	848
33-37 INCL.	305 EACH	96	468	158-163 INCL.	405 EACH	217	87
38	334	97	501	164	409	218	101
39	655	98	480	165	832	219	291
40	392	99	488	166	518	220-474 INCL.	1 EACH
41	434	100	468	167	547		
42	409	101	459	168	526		
43	417	102-107 INCL.	388 EACH	169	1406		
44	396	108	392	170	1		
45	409	109	756	171	409		
46	305	110	480	172	417		
47	334	111	509	173	409		
48-50 INCL.	313 EACH	112	488	174	409		
51	309	113	497	175	409		
52	351	114	476	176	409		
53	685	115	468	177	1264		
54	417	116-121 INCL.	392 EACH	178	1		
55	442	122	397	179	526		
56	451	123	776	180	555	AGGREGATE	100,000

Reduction Ratio 1:

Lengths are in metres



— DENOTES CENTRELINE OF COLUMN



LEVEL 1

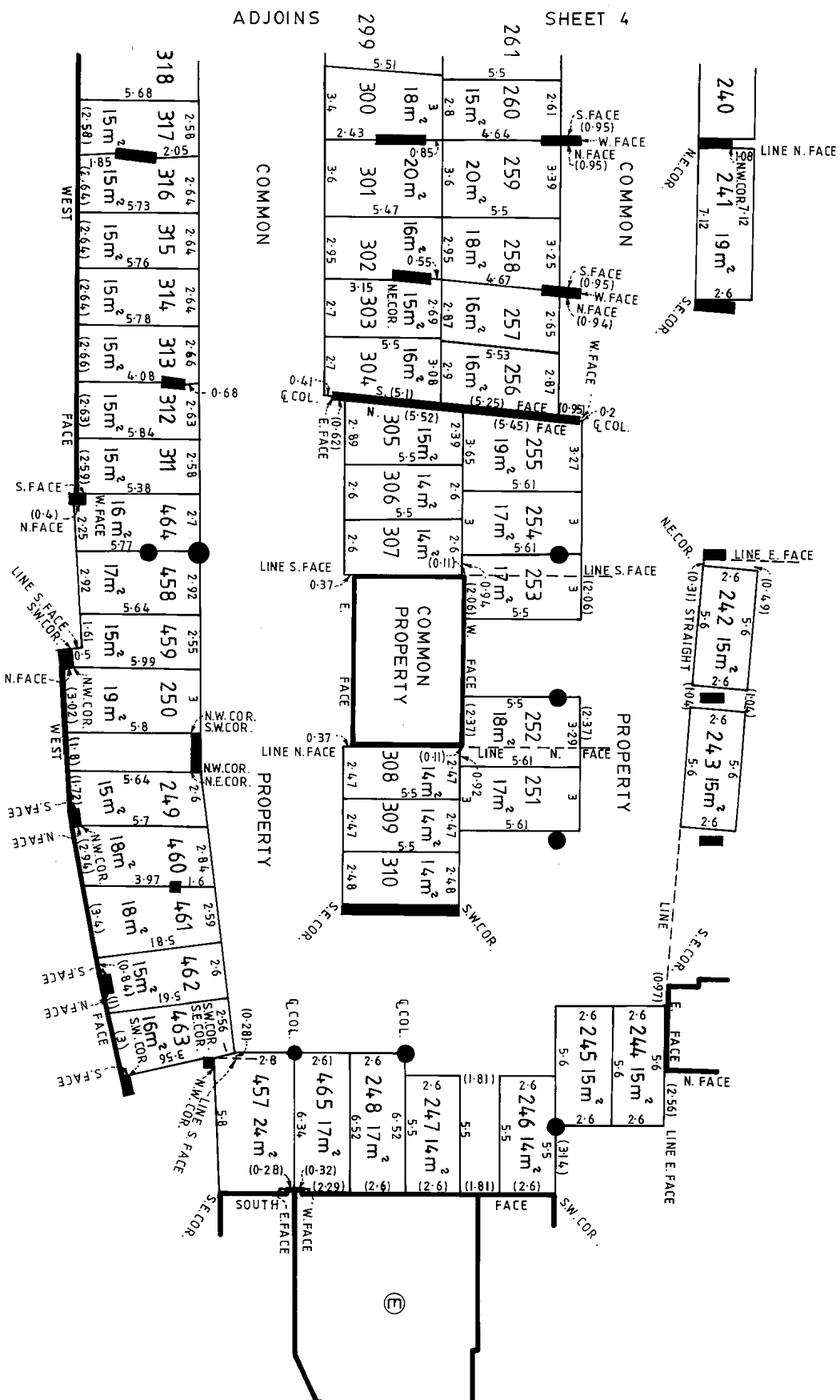
Reduction Ratio 1:200
Lengths are in metres

Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person



STRATA PLAN 49259

— DENOTES CENTRELINE OF COLUMN
ⓔ - EASEMENT FOR SPRINKLER SYSTEMS
& RIGHT OF ACCESS.



LEVEL 1

Reduction Ratio 1:200

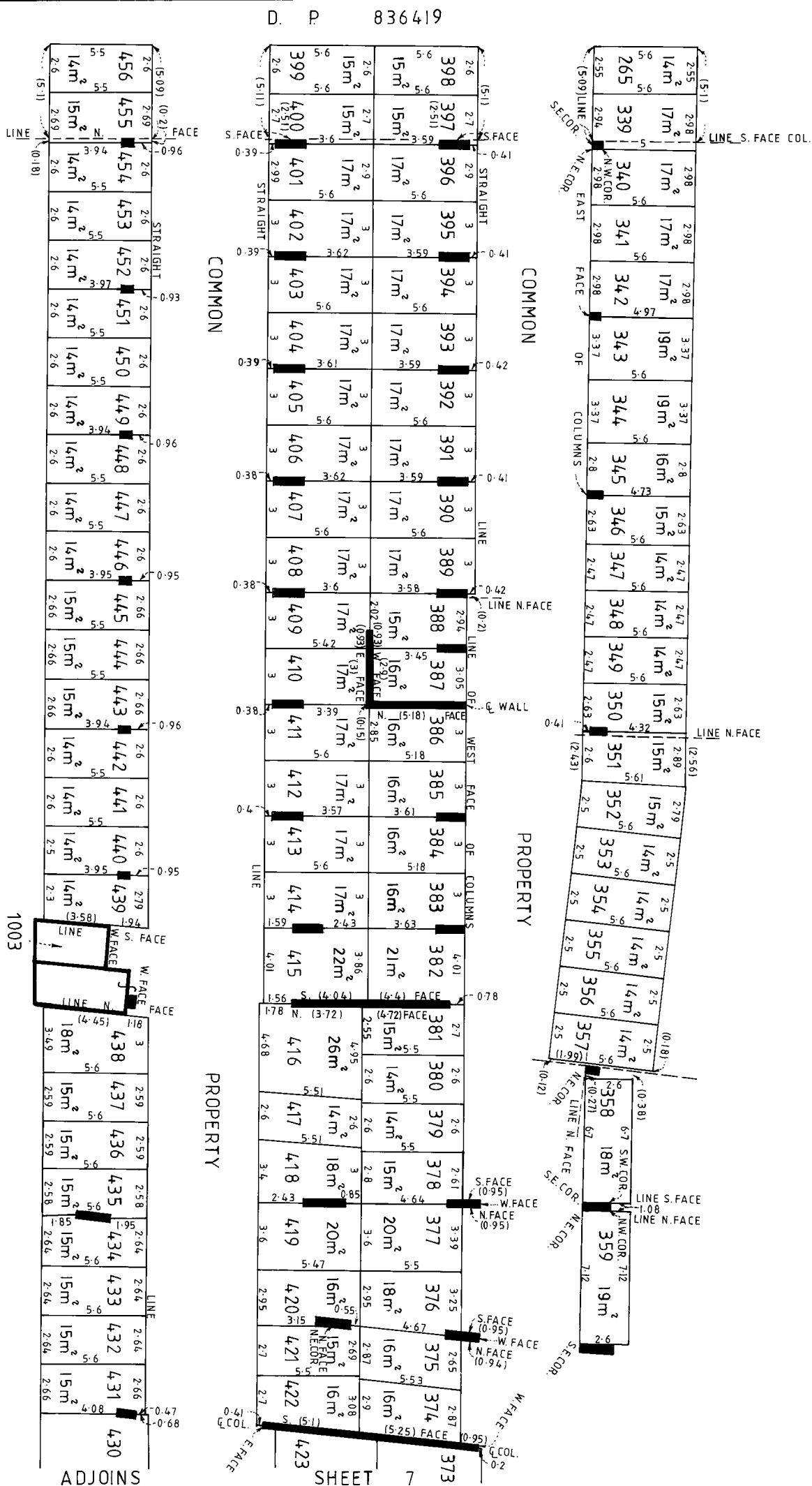
Lengths are in metres

Registering Surveyor

Council Clerk

SURVEYORS REFERENCE: 10-293

— DENOTES CENTRELINE OF COLUMN



LEVEL 2

D.P. 844561

1003

Reduction Ratio 1:200

Lengths are in metres

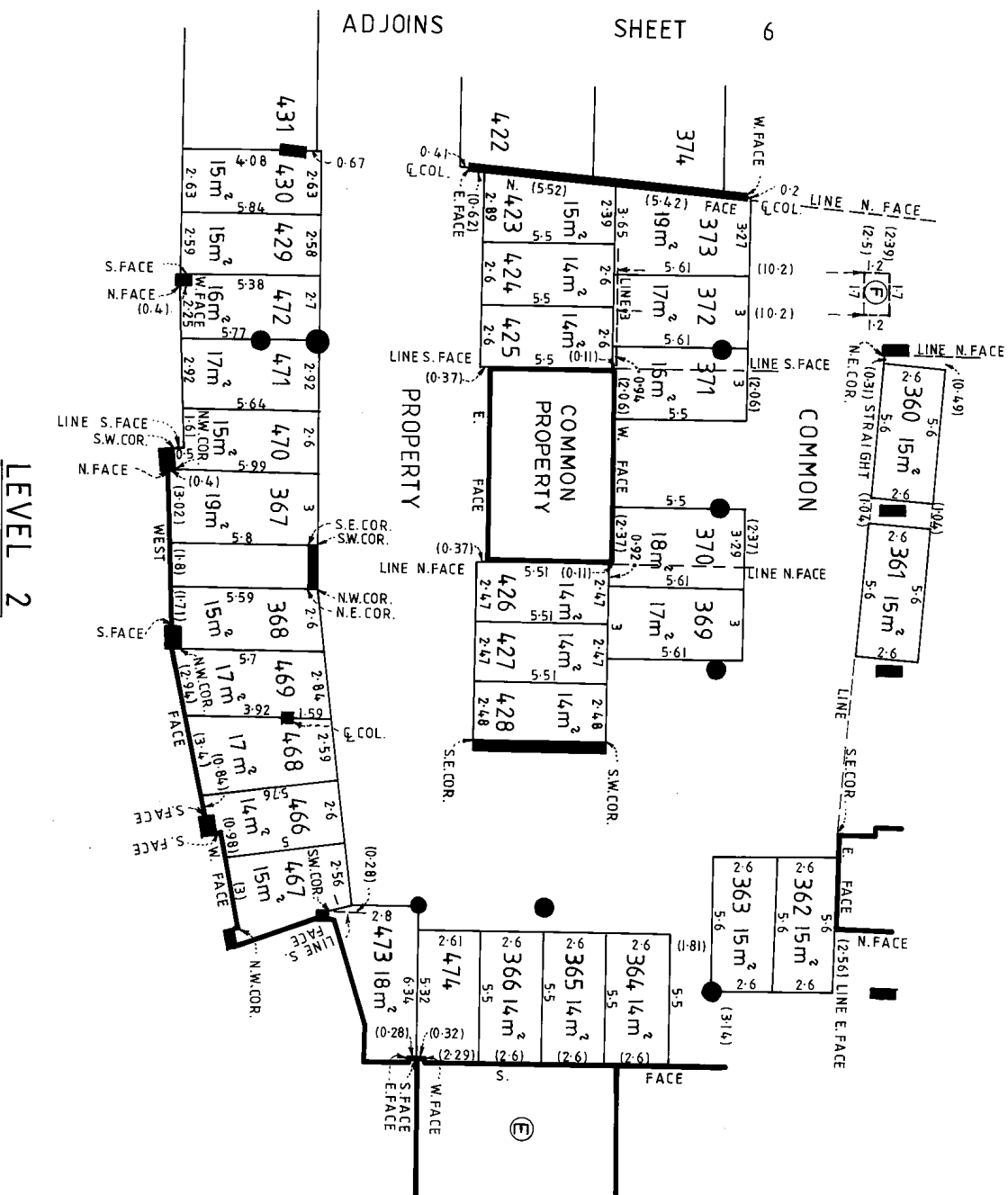
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE. 10-293

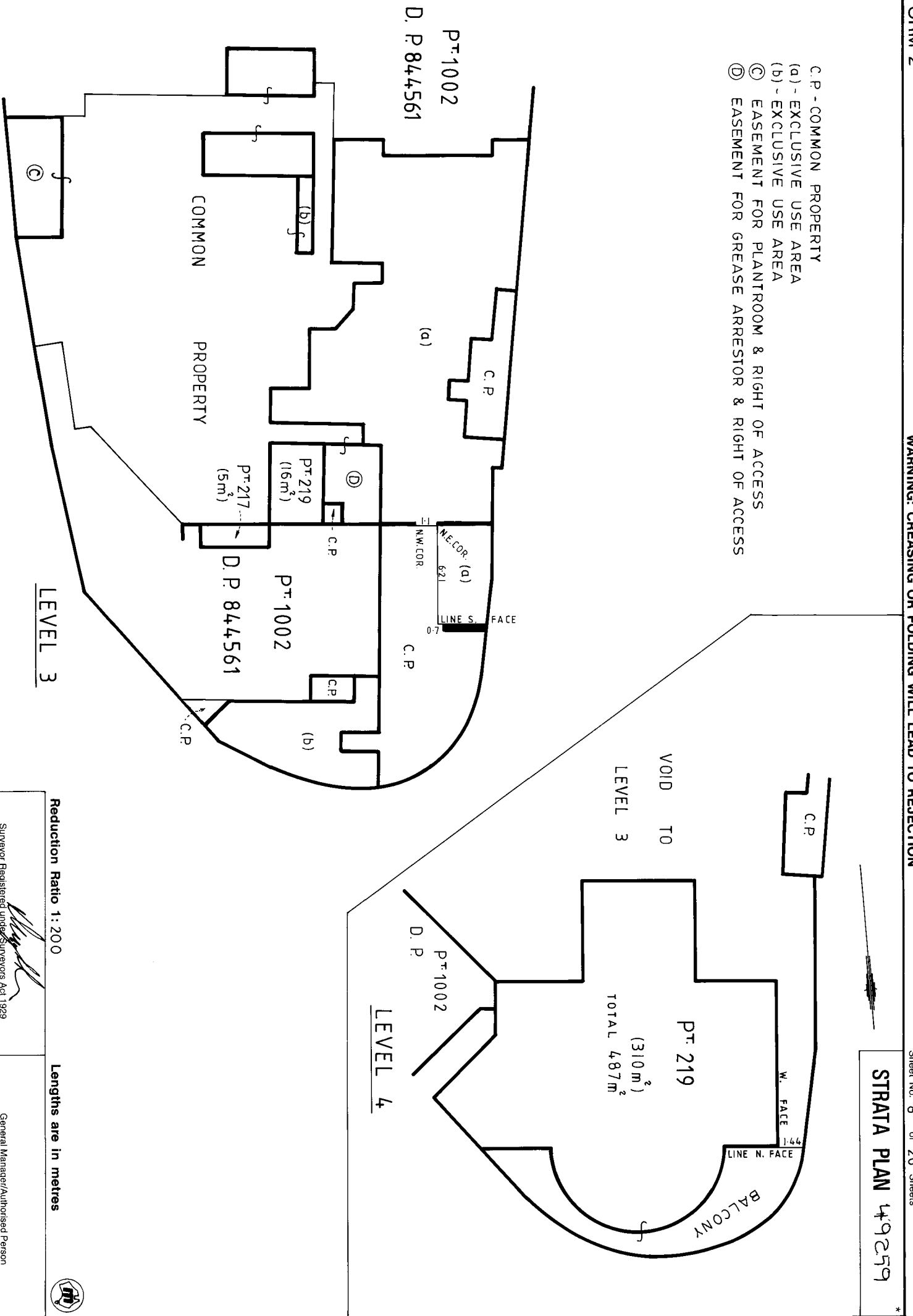
*OFFICE USE ONLY

- Ⓔ EASEMENT FOR SPRINKLER SYSTEMS & RIGHT OF ACCESS
- Ⓕ EASEMENT FOR AIR CONDITIONING & RIGHT OF ACCESS. THE STRATUM OF THE EASEMENT IS LIMITED TO 2.5 METRES
- DENOTES CENTRE COLUMN



STRATA PLAN 49259

- C.P. - COMMON PROPERTY
- (a) - EXCLUSIVE USE AREA
 - (b) - EXCLUSIVE USE AREA
 - (c) EASEMENT FOR PLANTROOM & RIGHT OF ACCESS
 - (d) EASEMENT FOR GREASE ARRESTOR & RIGHT OF ACCESS



Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYORS REFERENCE: IO-293

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No **9** of **26** Sheets

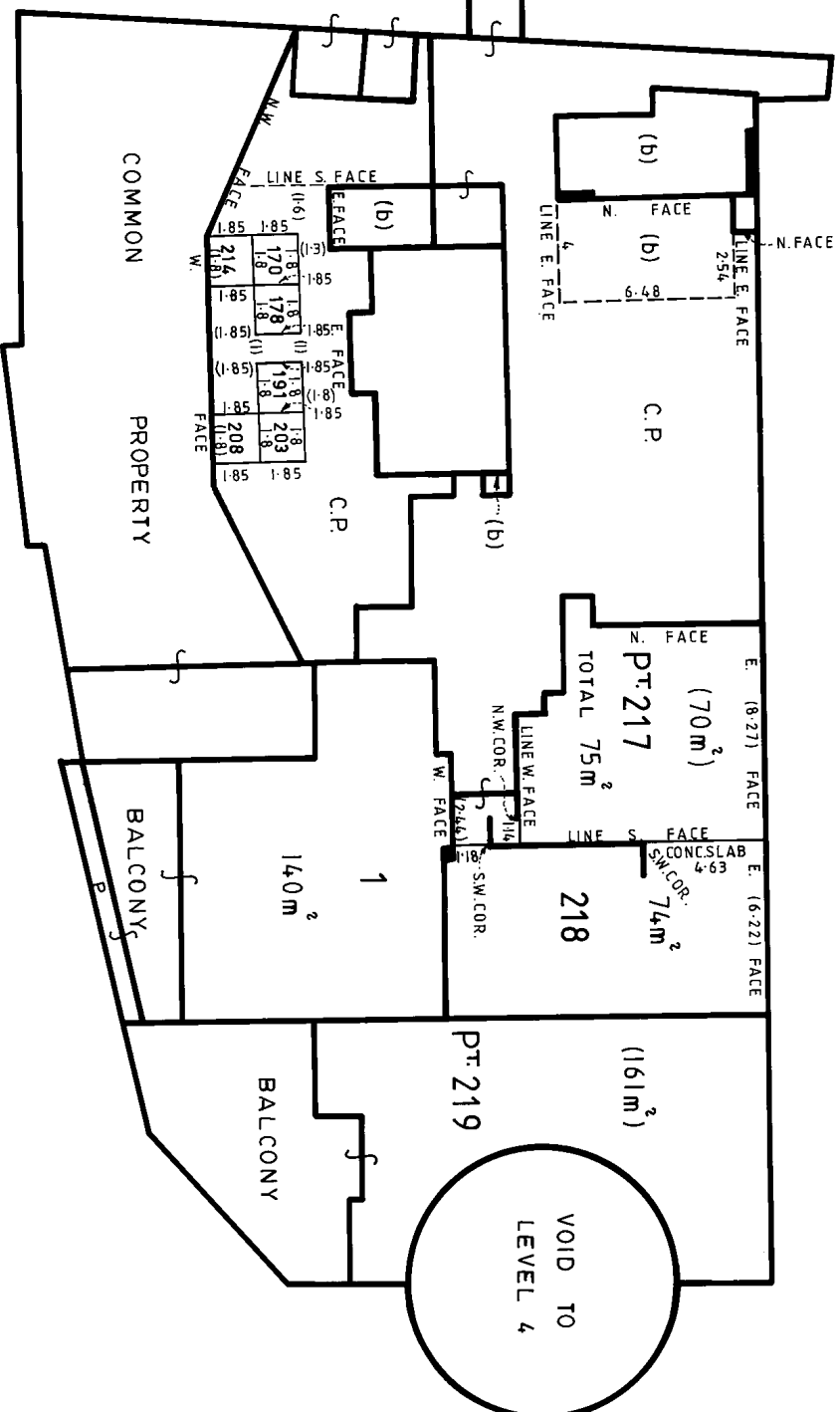
CP - COMMON PROPERTY

(b) EXCLUSIVE USE AREA

P-PLANTER

THE STRATUM OF THE BALCONIES & PLANTERS WHERE NOT COVERED IS RESTRICTED TO 25 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

STRATA PLAN 49279



NOTE: LOTS 170, 178, 191, 203, 208 & 214 ARE 3m²

P.T. 1002 & P.T. 1003

D. P. 844561

LEVEL 5

Reduction Ratio 1:200

Lengths are in metres



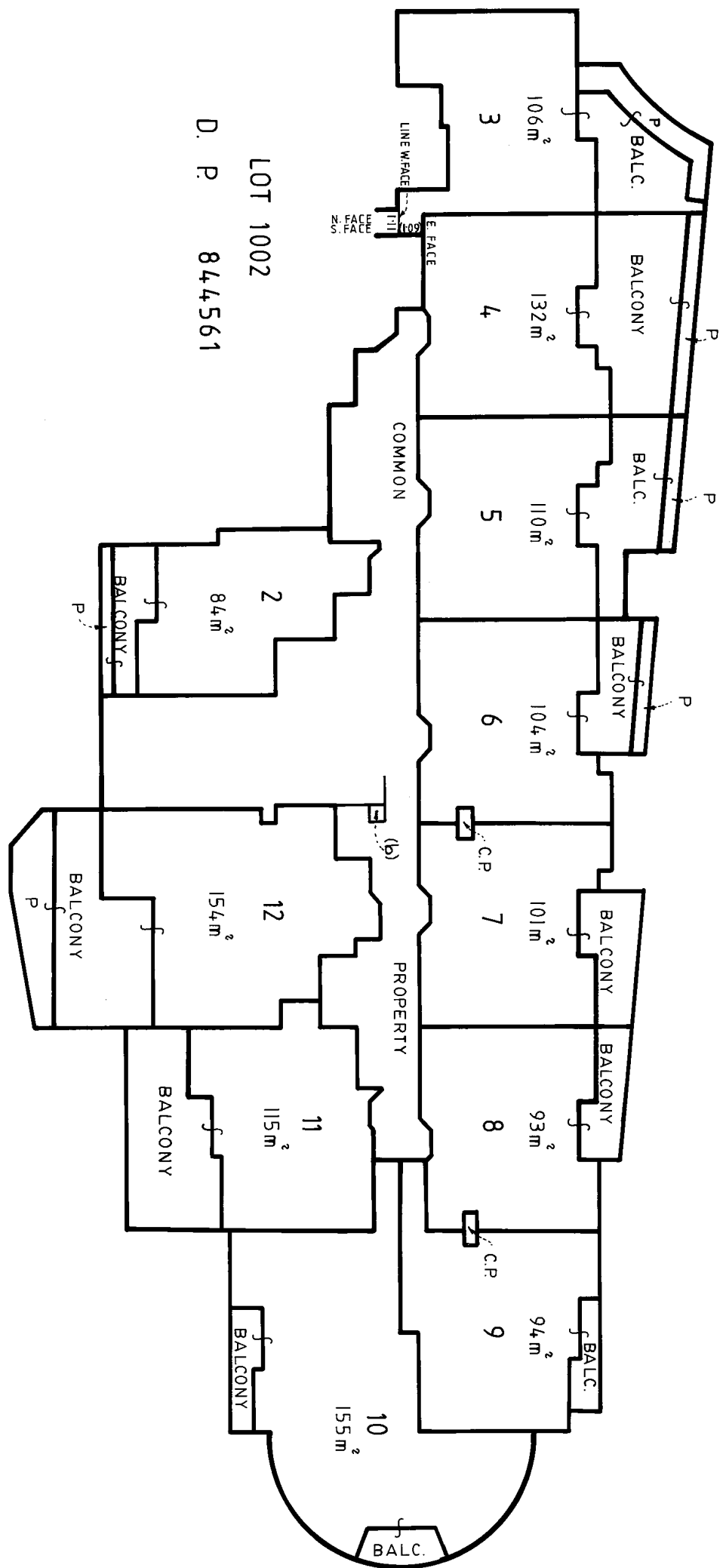
*OFFICE USE ONLY

THE STRATUM OF THE BALCONIES & PLANTERS WHERE NOT COVERED
IS RESTRICTED TO 25 METRES ABOVE THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.

P - PLANTER

(b) - EXCLUSIVE USE AREA

STRATA PLAN 49259



LOT 1002
D. P. 844561

LEVEL 6

Reduction Ratio 1:200

Lengths are in metres

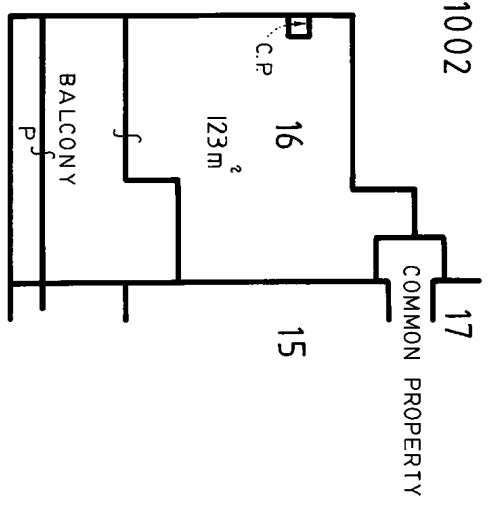
Registered Surveyor

Council Clerk

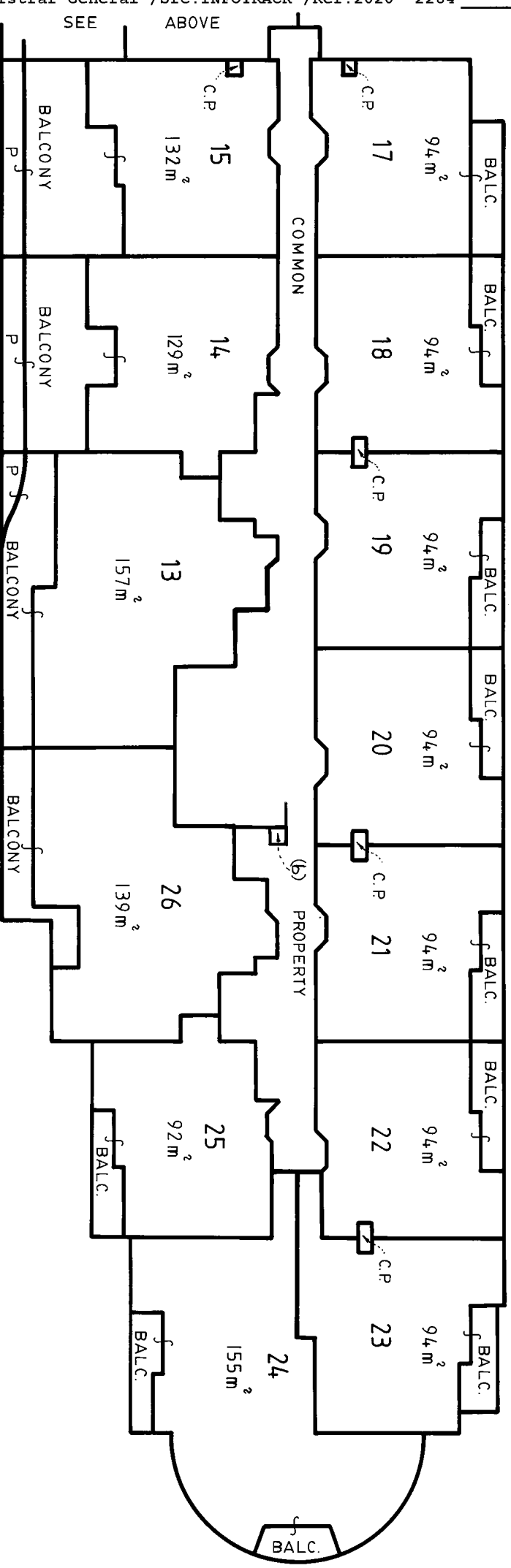


LOT 1002

D. P.



STRATA PLAN 49259



LEVEL 7

Reduction Ratio 1 : 200

Lengths are in metres

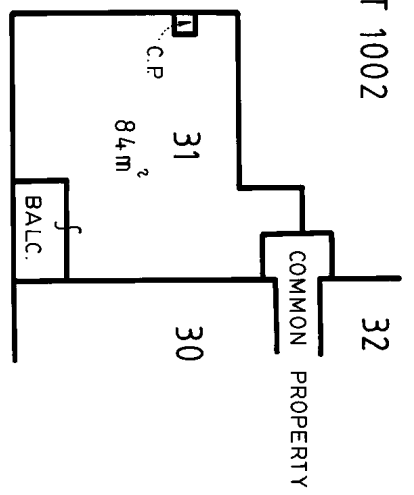
Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 10-293

LOT 1002

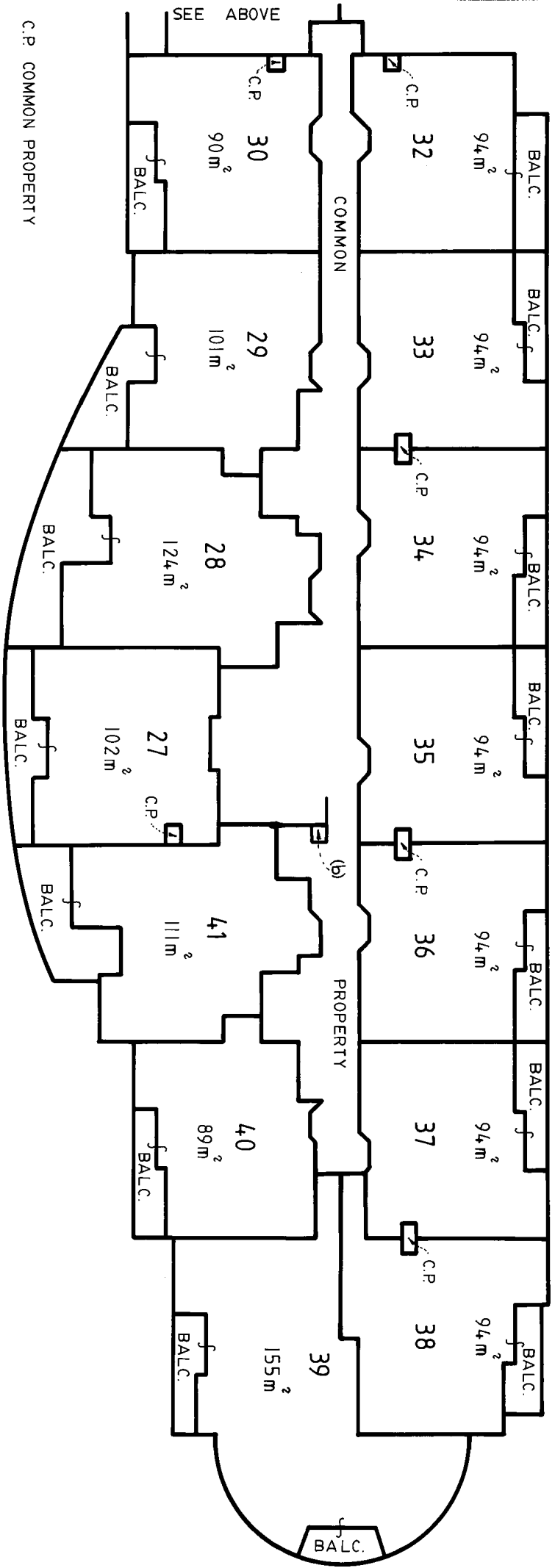
D.P



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

(b) - EXCLUSIVE USE AREA

STRATA PLAN 49259



C.P. COMMON PROPERTY

LEVEL 8

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

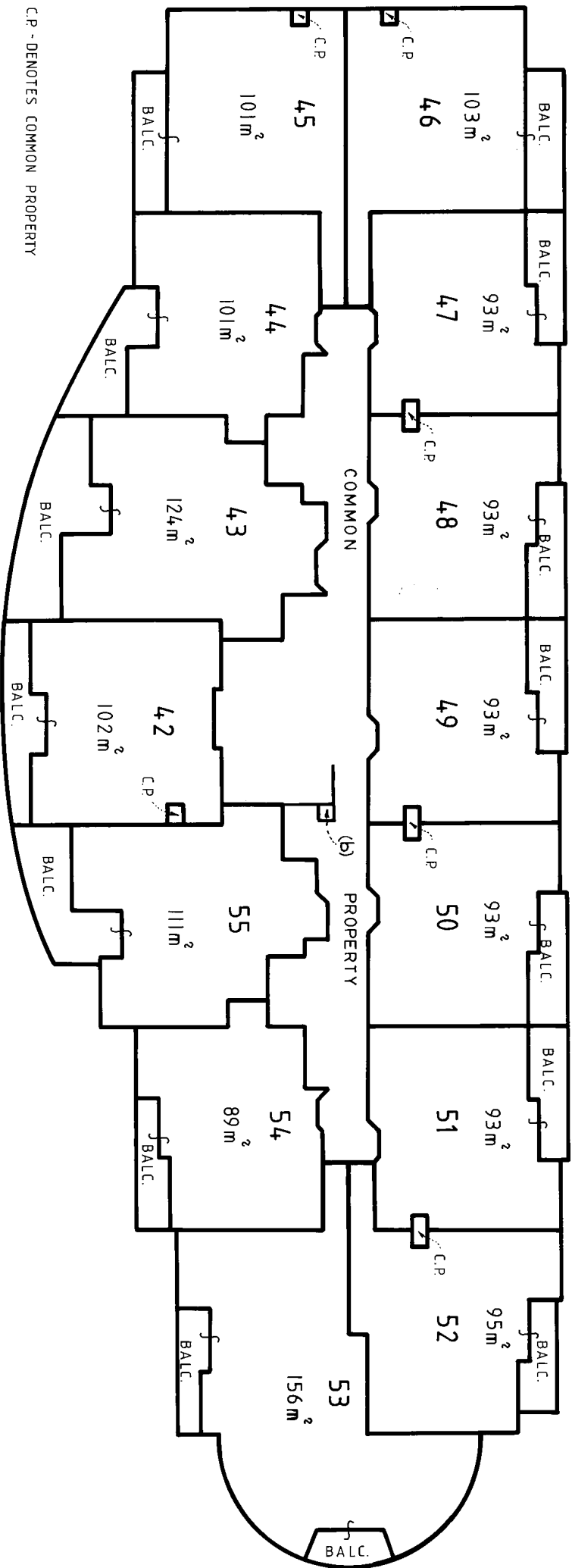
Council Clerk

SURVEYORS REFERENCE: 10-293



STRATA PLAN 49259

BALC. - COVERED BALCONY
(b) - EXCLUSIVE USE AREA



C.P. - DENOTES COMMON PROPERTY

LEVEL 9

Reduction Ratio 1:200

Lengths are in metres



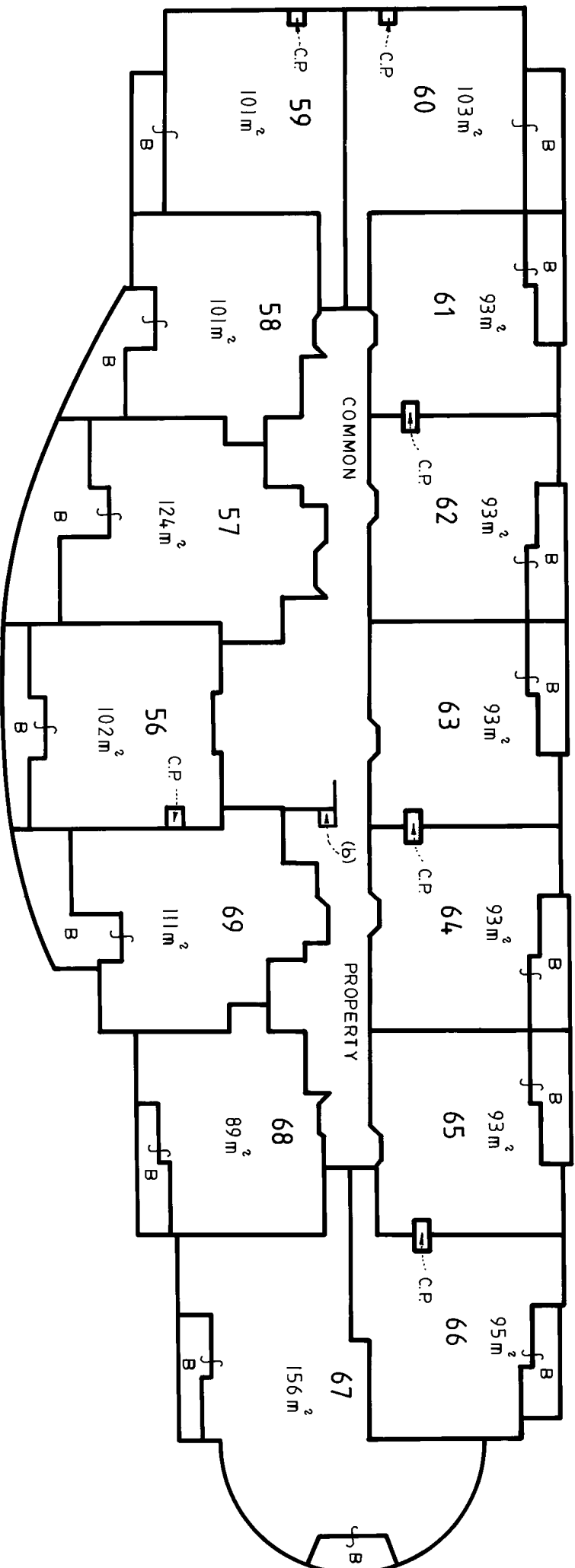
Registered Supervisor

Council Clerk

SURVIVORS REFERENCE: 10-293

STRATA PLAN 49279

B - COVERED BALCONY
C.P. - COMMON PROPERTY
(b) - EXCLUSIVE USE AREA



LEVEL 10

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

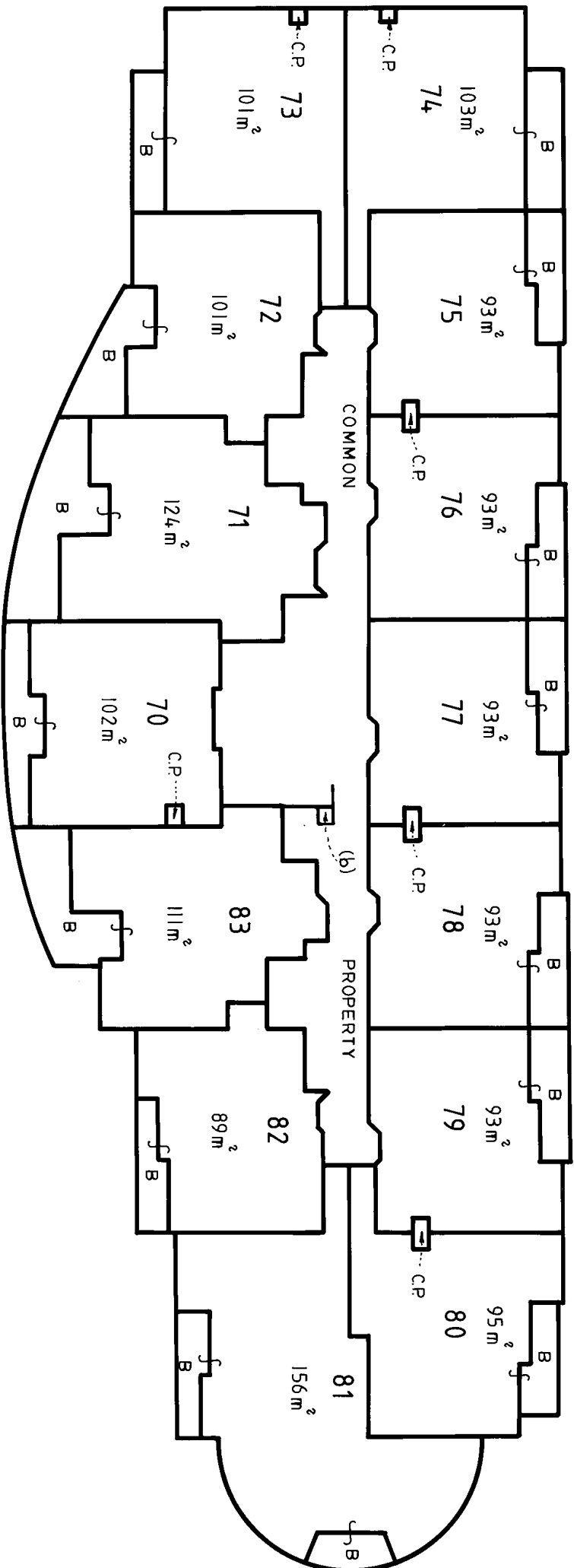
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 10-293

*OFFICE USE ONLY

STRATA PLAN 49259

B - COVERED BALCONY
 C.P. - COMMON PROPERTY
 (b) - EXCLUSIVE USE AREA



LEVEL 11

Reduction Ratio 1:200

Lengths are in metres

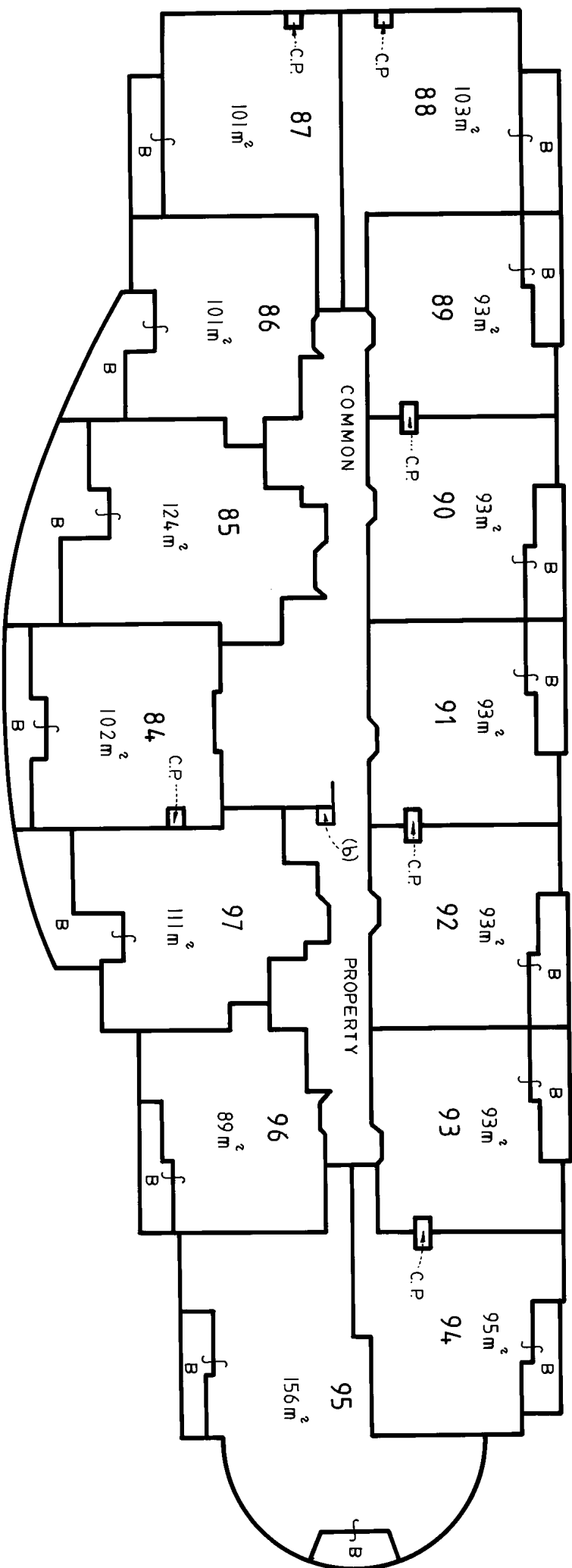


Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYORS REFERENCE: IO-293

B - COVERED BALCONY
C.P. - COMMON PROPERTY
(b) - EXCLUSIVE USE AREA



LEVEL 12

Reduction Ratio 1:200

Lengths are in metres



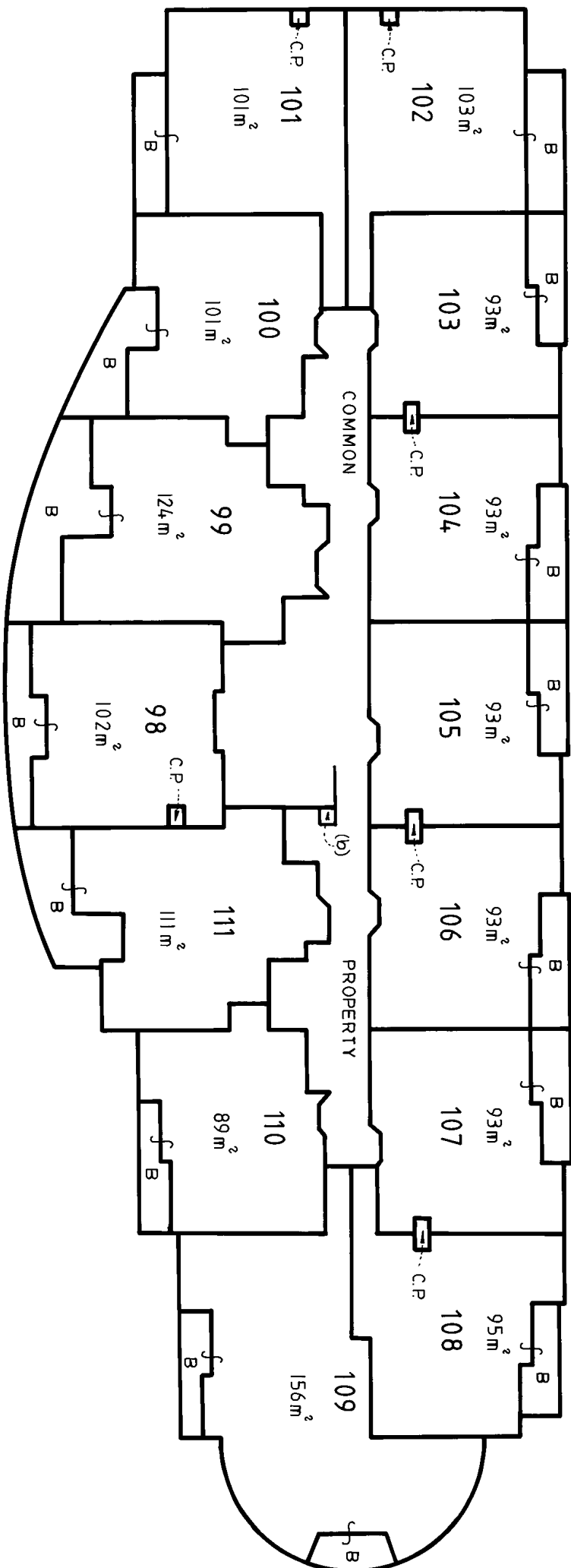
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 10-293

STRATA PLAN. 49259

B - COVERED BALCONY
C.P. - COMMON PROPERTY
(b) - EXCLUSIVE USE AREA



LEVEL 13

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

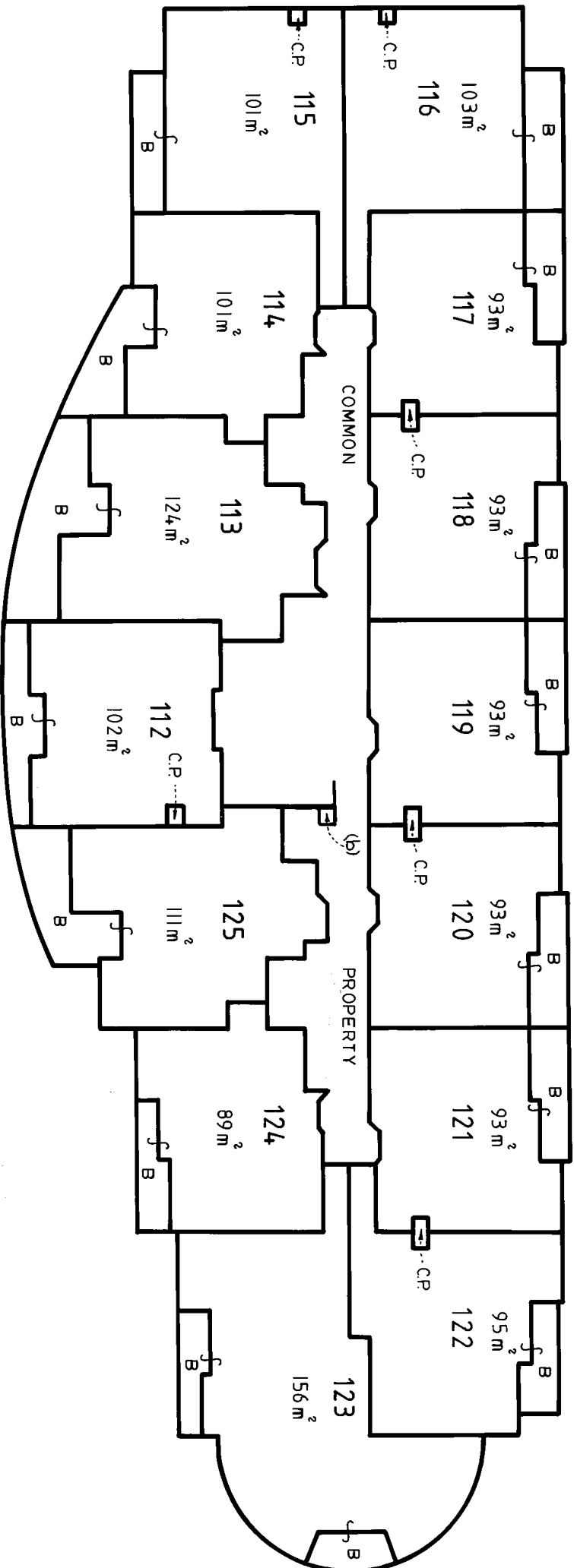
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 10-293

*OFFICE USE ONLY

STRATA PLAN 49259

B - COVERED BALCONY
 C.P. - COMMON PROPERTY
 (b) - EXCLUSIVE USE AREA



LEVEL 14

Reduction Ratio 1:200

Lengths are in metres



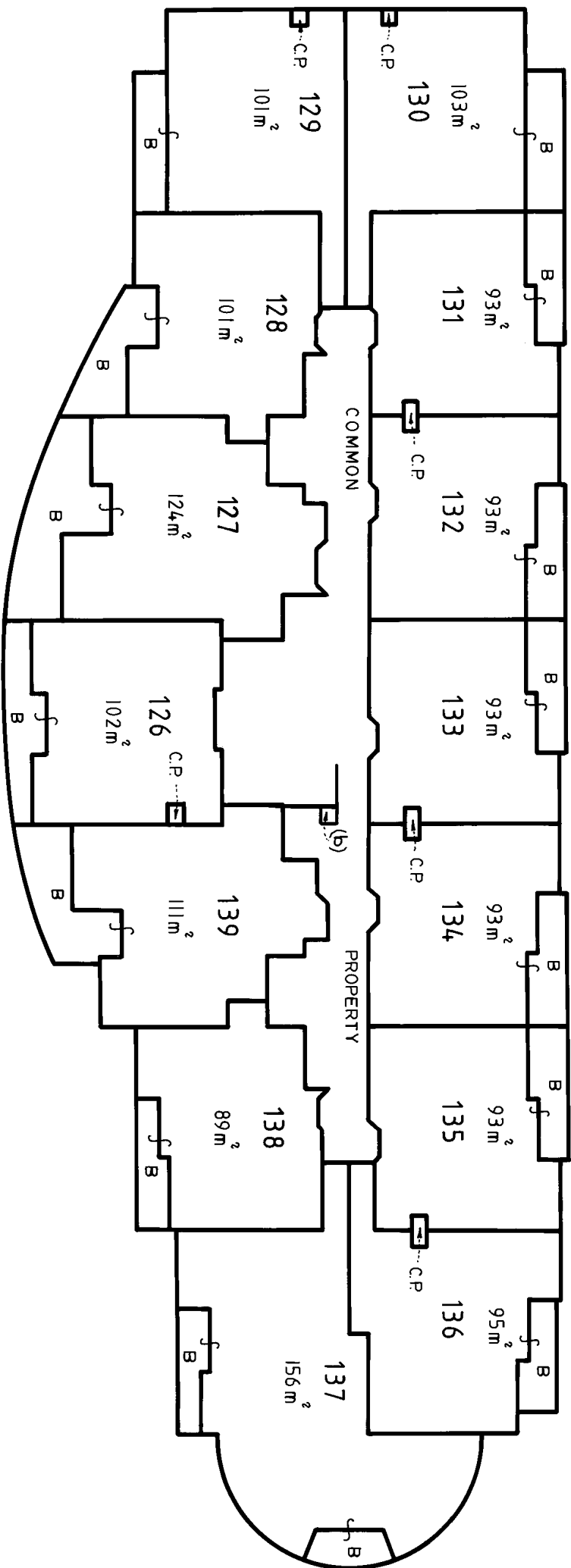
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 10-293

STRATA PLAN 49259

B - COVERED BALCONY
 C.P. - COMMON PROPERTY
 (b) - EXCLUSIVE USE AREA



LEVEL 15

Reduction Ratio 1:200

Lengths are in metres



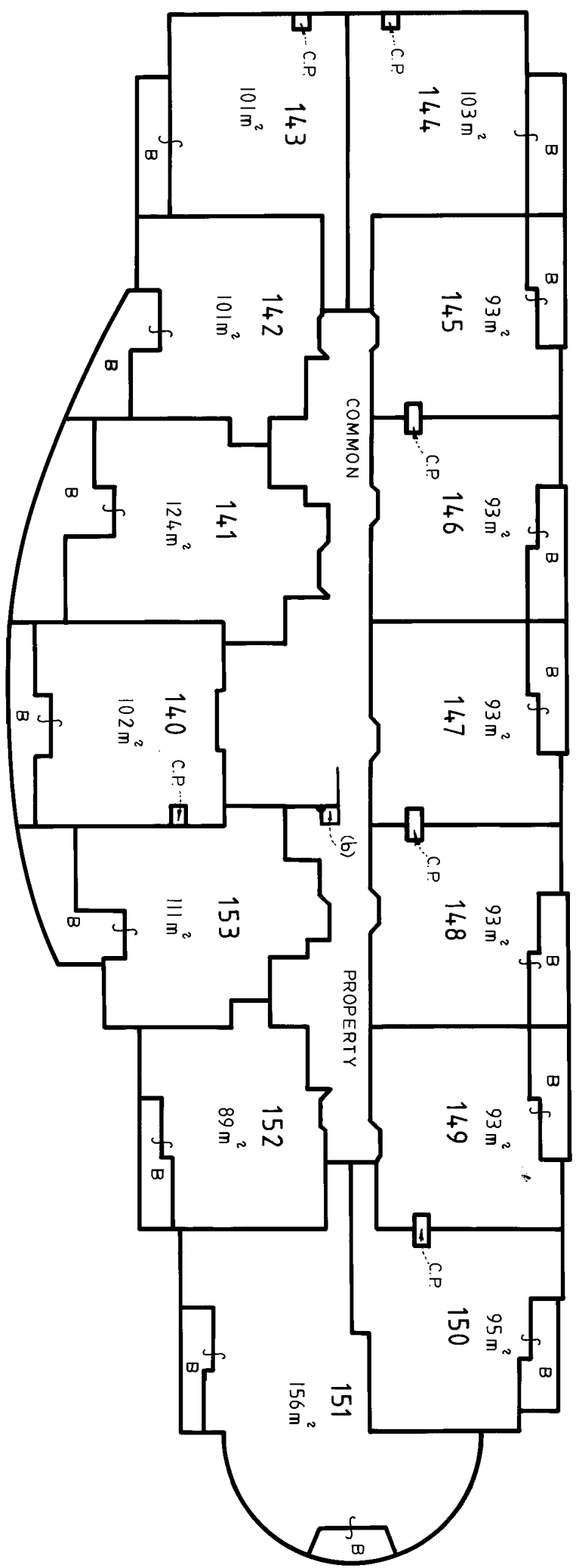
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYORS REFERENCE 10-293

STRATA PLAN 49259

B - COVERED BALCONY
C.P - COMMON PROPERTY
(b) - EXCLUSIVE USE AREA



LEVEL 16

Reduction Ratio 1:200

Lengths are in metres

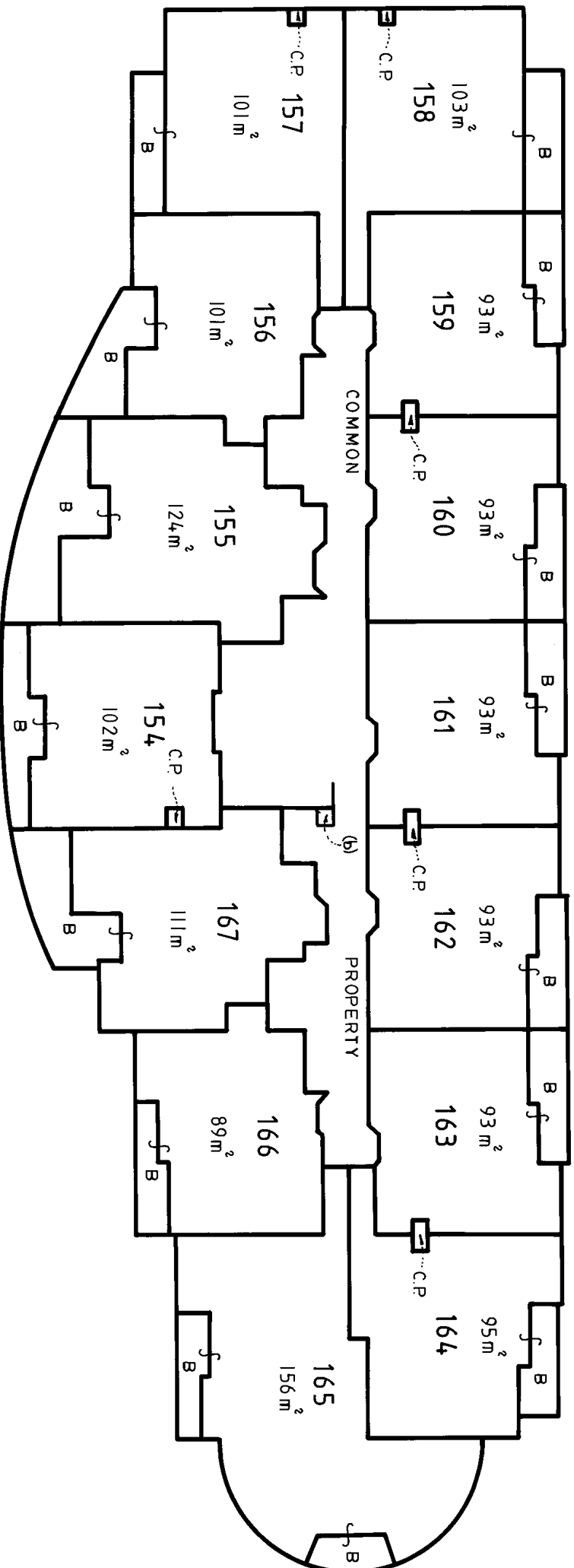


Surveyor Registered under Surveyors Act 1993
SURVEYORS REFERENCE 10-293

General Manager/Authorised Person

STRATA PLAN 49259

B - DENOTES COVERED BALCONY
 C.P - DENOTES COMMON PROPERTY
 (b) - EXCLUSIVE USE AREA



LEVEL 17

Reduction Ratio 1:200

Lengths are in metres



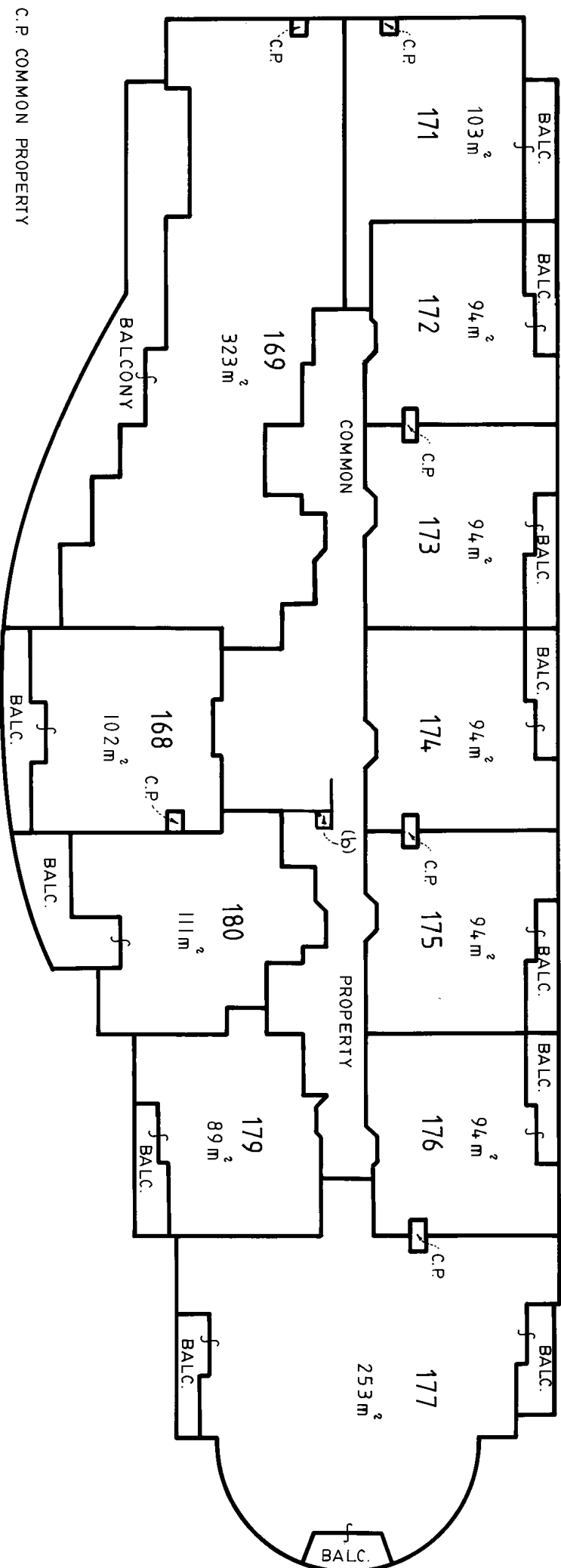
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYORS REFERENCE: 10-293

STRATA PLAN 49259

THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS RESTRICTED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.
(b) - EXCLUSIVE USE AREA



LEVEL 18

Reduction Ratio 1:200

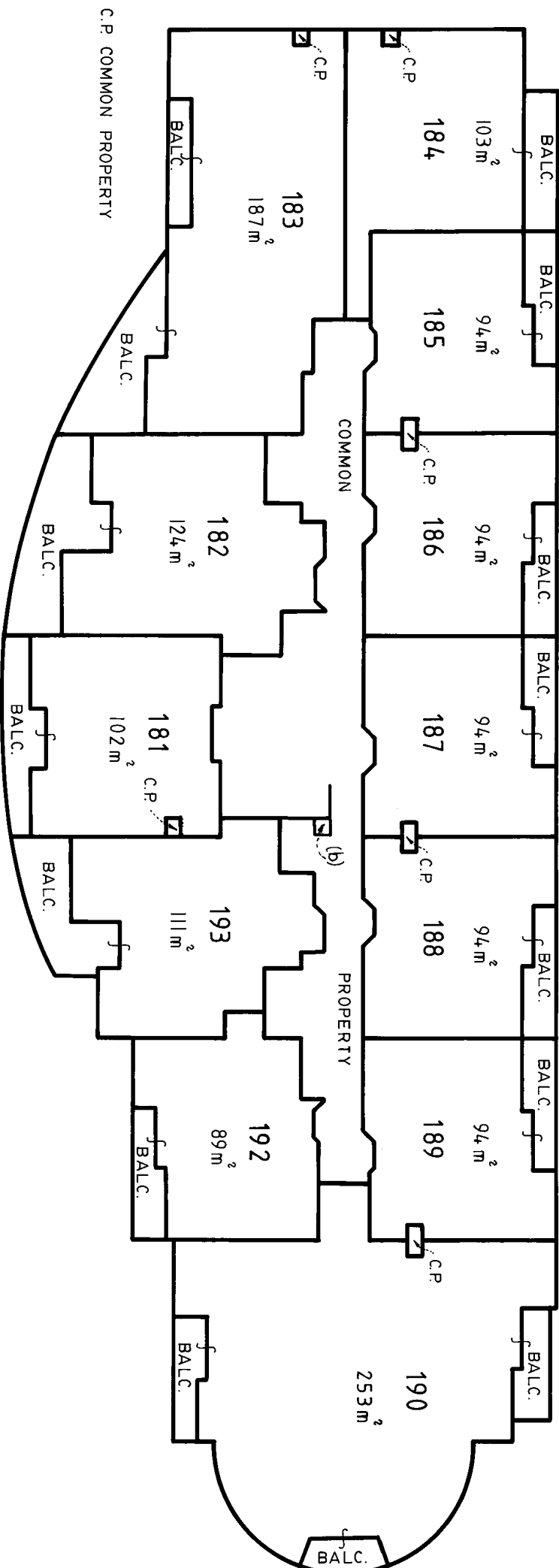
Lengths are in metres

Registered Surveyor

Council Clerk

SURVIVORS REFERENCE: 10-293

THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS RESTRICTED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.
(b) - EXCLUSIVE USE AREA



LEVEL 19

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Council Clerk

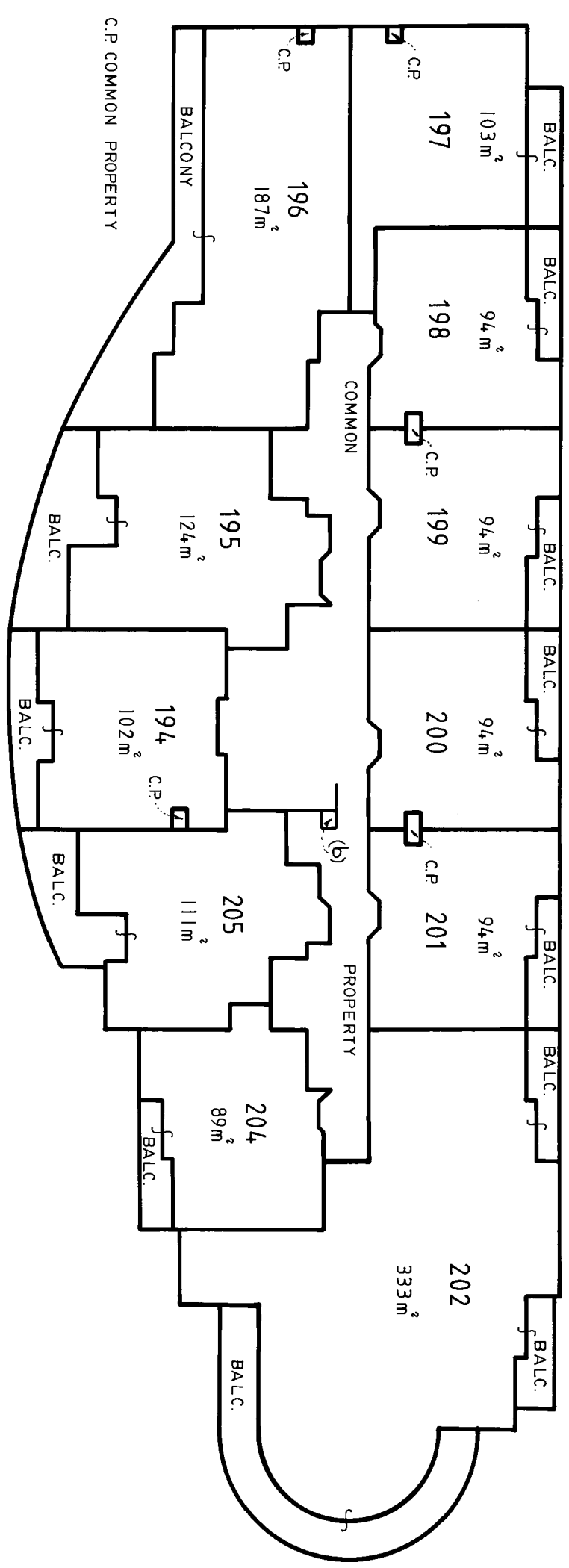
SURVIVORS REFERENCE: 10-293

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 49259

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

(b) - EXCLUSIVE USE AREA



LEVEL 20

Reduction Ratio 1: 200

Lengths are in metres

Registered Supervisor

Council Clerk

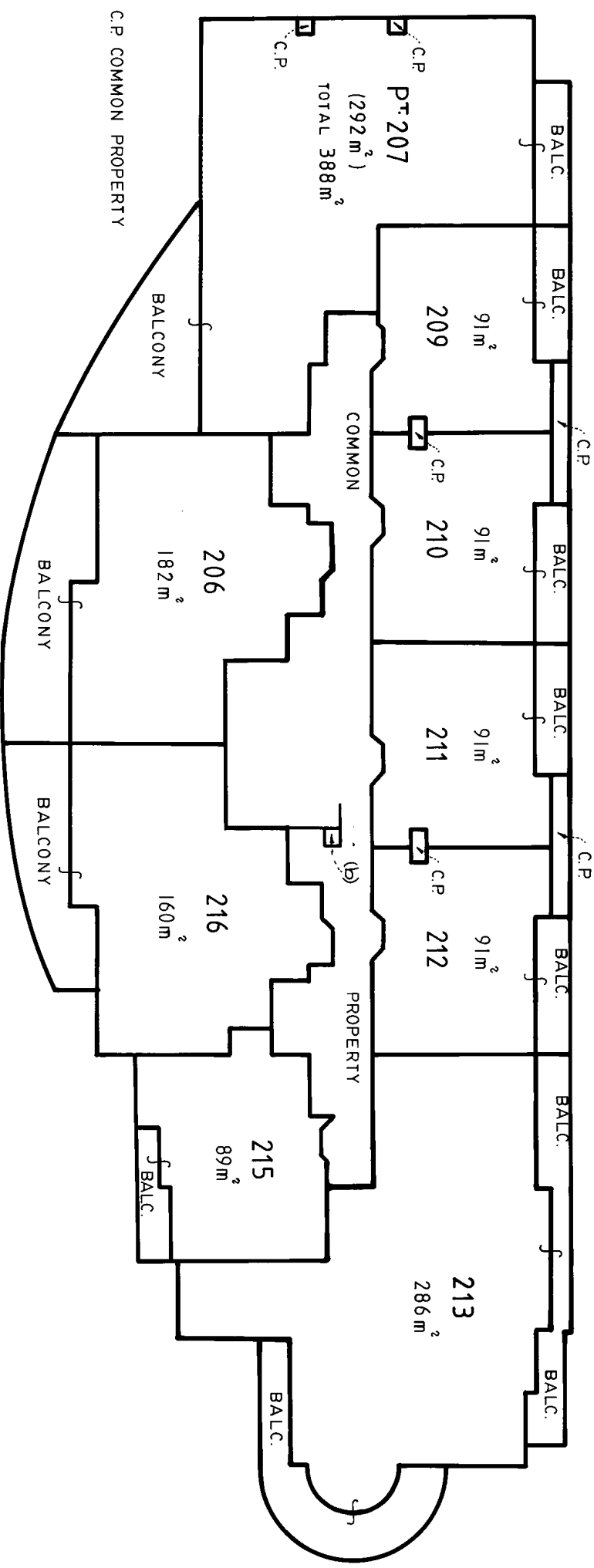
SURVEYORS REFERENCE: 10-293



STRATA PLAN 49259

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

C.P. - COMMON PROPERTY
(b) - EXCLUSIVE USE AREA



LEVEL 21

Reduction Ratio 1:200

Lengths are in metres

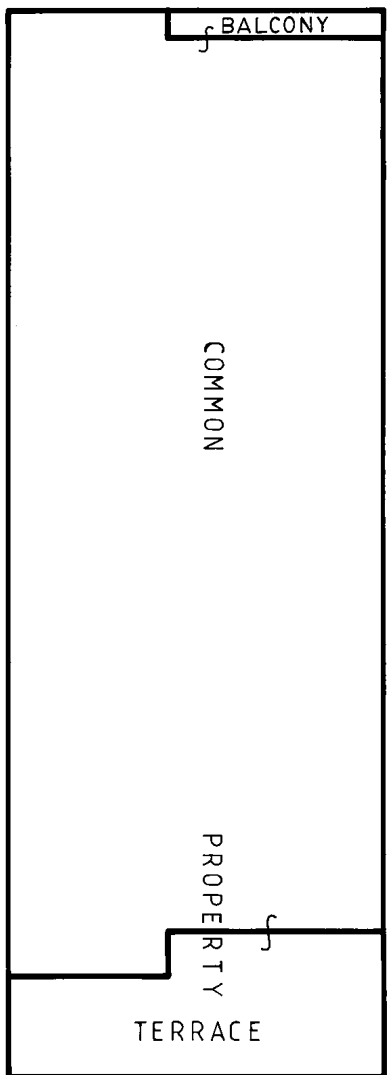


Registered Supervisor
[Signature]

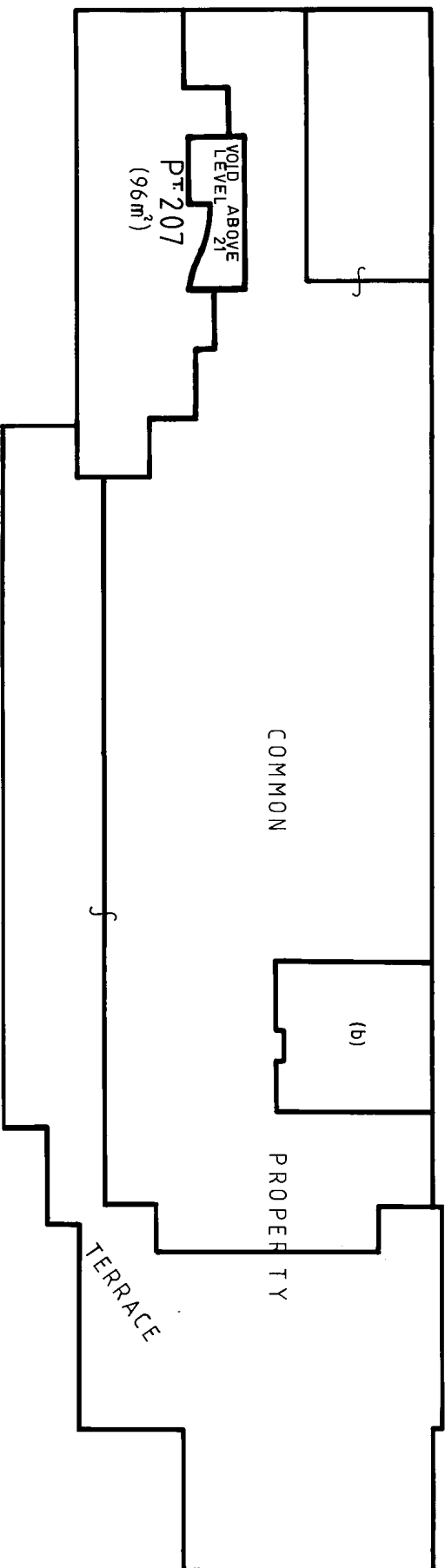
Council Clerk

SURVIVOR'S REFERENCE: 10-293

STRATA PLAN 49259



LEVEL 23



LEVEL 22

(b) EXCLUSIVE USE AREA

Reduction Ratio 1:200

Lengths are in metres



Registered Surveyor
[Signature]

Council Clerk

SURVEYORS REFERENCE: 10-293

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

Lengths are in metres

(Sheet 1 of 6 Sheets)

Plan: SP49259

Plan of Subdivision of Lot 1001 in DP 844561

**Full name and address of
owner of the land:**

**Darling Harbour Authority
Level 16, 2 Market Street, Sydney**

PART 1

- | | | |
|---|---|--|
| 1 | Identity of easement,
restriction or positive
covenant firstly referred to in
the abovementioned Plan: | Easement for air conditioning and right of
access |
|---|---|--|

Schedule of Lots, etc. affected

Lots Burdened

Lots Benefited

CP/SP49259

1002 DP 844561

- | | | |
|---|--|---|
| 2 | Identity of easement,
restriction or positive
covenant secondly referred to
in the abovementioned Plan: | Easement for grease arrestor and right of
access |
|---|--|---|

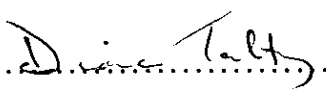
Schedule of Lots, etc. affected

Lots Burdened

Lots Benefited

CP/SP49259

1002 DP 844561

Signature of attesting witness ... 

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

Lengths are in metres

(Sheet 2 of 6 Sheets)

Plan: SP49259

Plan of Subdivision of Lot 1001 in DP844561

- 3 Identity of easement, restriction or positive covenant thirdly referred to in the abovementioned Plan: Easement for plant room and right of access**

Schedule of Lots, etc. affected

Lots Burdened

CP/SP49259

Lots Benefited

1002 DP 844561

- 4 Identity of easement, restriction or positive covenant fourthly referred to in the abovementioned Plan: Easement for sprinkler systems and right of access**

Schedule of Lots, etc. affected

Lots Burdened

CP/SP49259

Lots Benefited

1002 DP 844561

- 5 Identity of easement, restriction or positive covenant fifthly referred to in the abovementioned Plan: Easement for Services**

Schedule of Lots, etc. affected

Lots Burdened

All in SP49259
1002 DP844561
1003 DP844561

Lots Benefited

1002 and 1003 DP844561
All in SP49259 and 1003 DP844561
All in SP49259 and 1002 DP844561

Signature of attesting witness *Diana Talty*

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

Lengths are in metres

(Sheet 3 of 6 Sheets)

Plan: **SP49259**

Plan of Subdivision of Lot 1001 in DP844561

PART 2

**1 Terms of easement for air conditioning and right of access firstly referred
to in the abovementioned Plan**

Full free and unimpeded right for any person who is at any time entitled to an estate or interest in possession in a Lot Benefited or any part of it with which the right is capable of enjoyment and all persons authorised by that person from time to time at all times to use conduits for conditioned air and any conduits or apparatus involved in producing, distributing or conducting conditioned air and a right to enter the Lot Burdened for the purpose of maintaining, repairing and renewing such conduits or apparatus.

In relation to this easement no rights or obligations are conferred or imposed by virtue of section 9 of the Strata Titles (Leasehold) Act 1986.

**2 Terms of easement for grease arrestor and right of access secondly referred
to in the abovementioned Plan**

Full free and unimpeded right for any person who is at any time entitled to an estate or interest in possession in a Lot Benefited or any part of it with which the right is capable of enjoyment and all persons authorised by that person from time to time at all times to use the grease arrestor and any conduits or apparatus relevant to the operation or use thereof and a right to enter the Lot Burdened for the purpose of maintaining, repairing and renewing the grease arrestor or any such conduits or apparatus.

In relation to this easement no rights or obligations are conferred or imposed by virtue of section 9 of the Strata Titles (Leasehold) Act 1986.

Signature of attesting witness*Diana Talty*...

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

Lengths are in metres

(Sheet 4 of 6 Sheets)

Plan: **SP49259**

Plan of Subdivision of Lot 1001 in DP844561

3 Terms of easement for plant room and right of access thirdly referred to in the abovementioned Plan

Full free and unimpeded right for any person who is at any time entitled to an estate or interest in possession in a Lot Benefited or any part of it with which the right is capable of enjoyment and all persons authorised by that person from time to time at all times to use the plant in the plant room and any conduits or apparatus relevant to the operation or use thereof and a right to enter the Lot Burdened for the purpose of maintaining, repairing and renewing the plant in the plant room or any such conduits or apparatus.

In relation to this easement no rights or obligations are conferred or imposed by virtue of section 9 of the Strata Titles (Leasehold) Act 1986.

4 Terms of easement for sprinkler systems and right of access fourthly referred to in the abovementioned Plan

Full free and unimpeded right for any person who is at any time entitled to an estate or interest in possession in a Lot Benefited or any part of it with which the right is capable of enjoyment and all persons authorised by that person from time to time at all times to use the fire sprinkler systems serving the Lot Benefited and any conduits or apparatus relevant to the operation or use of those systems and a right to enter the Lot Burdened for the purpose of maintaining, repairing and renewing such systems conduits or apparatus.

In relation to this easement no rights or obligations are conferred or imposed by virtue of section 9 of the Strata Titles (Leasehold) Act 1986.

5 Terms of easement for services fifthly referred to in the abovementioned Plan

Upon the terms specified in Schedule 1 ("Schedule 1") to the Strata Titles (Leasehold) Act 1986 ("the Act") in relation to easements conferring such rights, unrestricted rights to the passage of water, sewerage, drainage, gas, electricity, oil, garbage and conditioned air services and to the passage of telephone, television or radio impulses or signals services subject however as follows:

Signature of attesting witness ... *Diana T. T. T.*

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

Lengths are in metres

(Sheet 5 of 6 Sheets)

Plan: **SP49259**

Plan of Subdivision of Lot 1001 in DP844561

- (1) where a stratum parcel or former stratum parcel is the dominant tenement or a part thereof a person other than the body corporate in respect of that stratum parcel or former stratum parcel who would otherwise be entitled to the rights specified in paragraphs 5(1)(b) and 5(1)(c) of Schedule 1 by reason of falling within the description set out in paragraph 1(2)(a)(i) of Schedule 1 shall not be so entitled;
- (2) for the purposes of paragraph 6(1)(b) of Schedule 1 the person entitled to an estate or interest in possession in a stratum parcel or former stratum parcel shall be taken to be the body corporate in respect of the stratum parcel or former stratum parcel and the person entitled to an estate or interest in possession in a lot that is not a stratum parcel or former stratum parcel shall be taken to be the lessor or its successors in title to the fee simple absolute in the lot;
- (3) for the purposes of paragraph 6(1)(b) of Schedule 1 where an easement benefits two or more lots jointly the persons entitled to an estate or interest in possession in the dominant tenement shall comprise each person who is, or in the case of a lot that is a stratum parcel or former stratum parcel who is to be taken to be, a person entitled to an estate or interest in possession in any one or more of the lots; and
- (4) without prejudice to any provisions in any strata management statement and subject to the following provisions of this easement the costs of maintenance and repair in respect of an easement for a service shall be borne by the persons obliged hereunder to maintain and repair the pipes or apparatus to which the easement relates and shall be so borne in such proportions as is fair and reasonable having regard to the relative levels of use of the easement on or in connection with the stratum parcel or former stratum parcel or lot or any part thereof by reference to which the persons are so obliged.

The terms of this easement shall be construed in accordance with the Act.

Signature of attesting witness

...*Diana Tealby*...

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

Lengths are in metres

(Sheet 6 of 6 Sheets)

Plan: **SP49259**

Plan of Subdivision of Lot 1001 in DP844561

SIGNED by TERRY JONES as)
delegate of DARLING HARBOUR)
AUTHORITY in the presence of:)

Diene Talty
.....
Signature of witness

Di Talty
Name of witness

c/- Darling Harbour Authority
Level 16, 2 Market Street
Sydney 2000
Address of witness

THE COMMON SEAL of VOTRAINT)
NO. 756 PTY LIMITED ACN 058 848)
794 is affixed in accordance with its)
articles of association in the presence)
of:)

[Signature]
.....
Signature of authorised person

Secretary
.....
Office held

John Knowles
.....
Name of authorised person (block
letters)

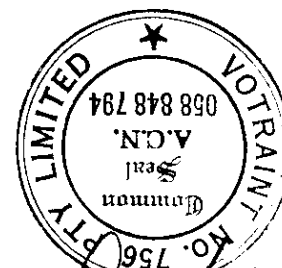
THE COMMON SEAL of INDOSUEZ)
AUSTRALIA LIMITED ACN 002 540)
409 is affixed in accordance with its)
articles of association in the presence)
of:)

[Signature]
.....
Signature of authorised person

Director
.....
Office held

David Burr
.....
Name of authorised person (block
letters)

[Signature]
.....



[Signature]
.....
Signature of authorised person

Director
.....
Office held

DAVID BAEFSKY
.....
Name of authorised person (block
letters)



[Signature]
.....
Signature of authorised person

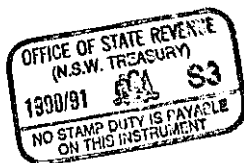
COMPANY SECRETARY
.....
Office held

ROBERT NEELY
.....
Name of authorised person (block
letters)

RP 1

STAMP DUTY

OFF



2
743915 A

LEASE

REAL PROPERTY ACT, 1900

(To be lodged in duplicate)

(See instructions for Completion issued as Form RP 1B)

L	A1 of 1	X	R 3/3
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LAND of which LESSOR is registered proprietor

DESCRIPTION OF LAND
Note (a)

LESSOR
Note (b)

LESSEE
Note (b)

Note (c)

Note (h)

PRIOR ENCUMBRANCES

Note (d)

TERM

Note (e)

Note (f)

Note (g)

Note (h)

EXECUTION

Note (i)

Note (i)

TO BE COMPLETED
BY LODGING PARTY
Notes (j) and (k)

OFFICE USE ONLY

Torrens Title Reference	If part or premises, see note (a) (ii)	Location
Folio Identifier 1/807682, together with an easement within Lots 2 & 3 in DP807682 and over Lot 202 DP777886 as set out in Part 19 of Schedule Two	WHOLE	at Darling Harbour
DARLING HARBOUR AUTHORITY		

(the abovenamed LESSOR) hereby leases to the LESSEE

COMMONWEALTH OF AUSTRALIA	OFFICE USE ONLY OVER SEE ANNEXURE 'A'
---------------------------	--

as joint tenants/tenants in common the land and/or premises above described, subject to the following PRIOR ENCUMBRANCES 1. 2. 3.

for a TERM of Ninety-nine (99) years commencing on 21/2/1991 and TERMINATING on 20/2/2090

(with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause(s) of SCHEDULE TWO hereto, together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto), and

SUBJECT TO the covenants and provisions:
 (i) implied by sections 84 and 85 of the Conveyancing Act, 1919 as are not expressly negated or modified herein;
 (ii) set forth in the Memorandum filed in the Land Titles Office as Number and
 (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

DATE 6 MAY 1991

We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the lessor who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signed in my presence by the lessee who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

FOR EXECUTION BY THE LESSOR
SEE ANNEXURE HERETO

R. C. Siney
Signature of Lessor

FOR EXECUTION BY THE LESSEE
SEE ANNEXURE HERETO

S. P. Lorne
Signature of Lessee

LODGED BY		LOCATION OF DOCUMENTS	
SLY AND WEIGALL LAWYERS GOLDFIELDS HOUSE CIRCULAR QUAY TEL: 330 8000 SYDNEY DELIVERY BOX 7950		CT	OTHER
Ref: Delivery Box Number			Herewith.
			In L.T.O. with
			Produced by
Checked JCS OW	Passed RF3	REGISTERED	Secondary Directions
Signed	Extra Fee	15 NOV 1991	Delivery Directions

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SCHEDULE ONE HEREINBEFORE REFERRED TO

The Lessee shall have the benefit of the following rights and liberties: a right of way as set out in Part 19 of Schedule Two.

Notes (j) and (m)

The Lessor reserves unto himself the following rights and liberties: a right of way for the Lessor and the public as set out in Part 18 of Schedule Two.

Notes (l) and (m)

SCHEDULE TWO HEREINBEFORE REFERRED TO

For the covenants and provisions contained in Schedule Two see Annexure "A" hereto.

Notes (m) and (n)

DWA

S. Thomas
Carmichael

(For continuation of SCHEDULE TWO, see annexure(s) hereto)
OFFICE USE ONLY

Note (g)

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
SECOND SCHEDULE & OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS

THIS AND THE FOLLOWING 28 PAGES COMPRISE ANNEXURE "A" TO
SCHEDULE TWO REFERRED TO IN THE LEASE MADE BETWEEN
DARLING HARBOUR AUTHORITY (AS LESSOR) TO THE
COMMONWEALTH OF AUSTRALIA (AS LESSEE)

The Lessor and the Lessee hereby covenant and agree the one with the other as follows:

PART 1. INTERPRETATION

1.1 In this Lease unless the contrary intention appears:

"Australian National Maritime Museum" means a Commonwealth institution which is open to the public and which collects, conserves, researches and displays material relating to Australia's naval and maritime heritage for the purposes of study, education and enjoyment.

"Commonwealth of Australia" includes its successors and assigns.

"Darling Harbour Authority Act" means the legislation which has been enacted and is cited as the Darling Harbour Authority Act 1984 which Act constitutes the Darling Harbour Authority and specifies its powers, authorities, duties and functions.

"Darling Harbour Area" means the land defined pursuant to the provisions of the Darling Harbour Authority Act 1984.

"Demised Premises" means the Land being Lot 1 in DP 807632 but excludes the Improvements.

"Improvements" means ^{AUSTRALIAN} The National Maritime Museum building now built and all improvements constructed or erected upon the Land from time to time and all plant, equipment, fixtures, fittings and chattels and landscaping and softworks from time to time installed or situate thereon, including but without limiting the generality thereof any pontoon, lighthouse or vessels, associated sea walls, wharves, site works and services but excluding Museum Display Items.

"Land" means the land including the sea bed and water areas comprised in Lot 1 in DP 807682 being all the land contained in the Certificate of Title Folio Identifier 1/807682 excluding the Improvements.

initials
please

x

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initials

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- 2 -

"Lease" means this Lease including any Exhibits, Schedules, Annexures and plans, variations or amendments agreed to, if any, hereto.

"Lessee" means and includes the Lessee named and described on the front page of this Lease its permitted assigns or, being a person, his executors administrators and permitted assigns and where not repugnant to the context the employees, servants, agents, invitees, licensees and subtenants of the Lessee.

"Lessor" means and includes the Lessor named on the front page of this Lease its successors assigns or, being a person, his executors administrators and assigns and where applicable its contractors, employees, servants and agents of the Lessor.

"Museum Display Items" means the equipment, artifacts, fittings and exhibits forming the Lessee's display in connection with an Australian National Maritime Museum and includes the National Maritime Collection defined in the Australian National Maritime Museum Act 1990 or any other Act which the Commonwealth passes to establish an Australian National Maritime Museum.

"Term" means the term of this Lease which is ninety nine (99) years unless earlier determined.

1.2 Number, Gender and Person:

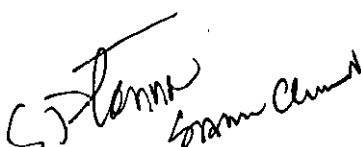
Words importing the singular number include the plural and vice versa, and the masculine gender includes the feminine or neuter and vice versa and words importing persons include corporations and vice versa.

1.3 Joint and Several:

Any covenant or agreement on the part of the Lessor or Lessee or on the part of or in favour of two or more persons shall bind them and their executors, administrators or assigns jointly and severally respectively.

1.4 Statutes:

Reference to a statute or ordinance includes any regulations under and amendments to that statute or ordinance whether by subsequent statute or statutory rule (as defined in the Interpretation Act 1987) or otherwise and a statute or statutory rule passed in substitution for the statute or statutory rule referred to or incorporating any of its provisions.


LESSEE:


LESSOR:

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1.5 Headings:

Headings and any marginal notes have been inserted for convenient reference only.

1.6 Ownership of Improvements:

The parties acknowledge that all right title and interest in and to the Improvements is vested in the Commonwealth.

PART 2. EXCLUSION OF IMPLIED COVENANTS AND POWERS

- 2.1 The covenants and powers implied in every Lease by virtue of Sections 84, 84A and 85 of the Conveyancing Act, 1919 shall not apply to or be implied in this Lease.

PART 3. RENT AND OUTGOINGS

3.1 Rent:

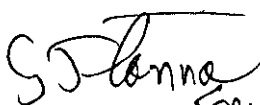

The Lessee will pay to the Lessor on demand the rent of one dollar (\$1) per annum.

3.2 Rates and Taxes:

During the Term the Lessee shall pay all (and in the first and last years of the Term the appropriate proportionate part of all) rates, taxes and assessments whether municipal, local, water board, governmental, parliamentary or otherwise which are at any time during the continuance of the Term charged upon the Demised Premises or the Improvements or upon the Lessor or the Lessee as owner and lessee respectively of the Land or the Improvements by any such authority having jurisdiction or competence so to do PROVIDED ALWAYS that the Lessor may in its absolute discretion elect by notice in writing to the Lessee to pay any or all of the foregoing in which event the Lessee shall within twenty eight (28) days of receipt by the Lessee of reasonable proof of payment by the Lessor reimburse the Lessor to the extent of any such payment.

3.3 Outgoings:

The Lessee shall pay all outgoings or charges of whatever kind relating to the Demised Premises and the Improvements and the Museum Display Items and without limiting the generality hereof all charges for


LESSEE: 


LESSOR:

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telephone, gas, electricity, water and all other services, whether supplied by statutory or semi-governmental authority or any other persons or body, assessed on the Demised Premises or the Improvements.

**PART 4. USE MANAGEMENT AND REDEVELOPMENT
OF THE DEMISED PREMISES AND IMPROVEMENTS**

4.1 Permitted Use:

During the term the Demised Premises and the Improvements shall be used for the purpose of an Australian National Maritime Museum and for any other purposes consistent with the Museum's functions and activities or such other purposes as agreed between the Lessor and the Lessee.

4.2 No Noxious Use:

The Lessee shall not during the Term permit any noxious noisome immoral offensive or illegal art, trade, business, occupation or calling at any time during the Term to be exercised, carried on, permitted or suffered in or upon the Demised Premises.

4.3 Redevelopment of Demised Premises and the Improvements:

During the Term the Lessee may with the prior written consent of the Lessor, ^{at the Lessee's cost} ~~redevelop, replace or rebuild~~ (more than once) (collectively called 'redevelop') the Improvements in whole or in part **PROVIDED THAT:**

- (a) The plans and specifications relating to the redevelopment proposals are approved by the Lessor and any other relevant or competent authority. *such approval by the Lessor as Landowner not to be unreasonably withheld.*
- (b) The use of the redeveloped Improvements to be erected on the Demised Premises shall be an Australian National Maritime Museum and for any other purposes consistent with the Museum's functions and activities or such other purposes as agreed by the Lessor and the Lessee.
- (c) The construction period is approved by the Lessor; and
- (d) The Lessee complies with such other conditions as the Lessor reasonably requires provided that such conditions are not inconsistent with the Lessee's rights under this Lease.



LESSEE:



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- (e) The Lessor acknowledges that all right title and interest in any redeveloped, replaced or rebuilt Improvements shall vest in the Commonwealth.


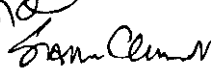
PART 5. MAINTENANCE, REPAIRS AND ALTERATIONS

5.1 Demised Premises and Improvements:

The Lessee shall, at its own expense at all times during the Term diligently maintain, repair, (including fair wear and tear and repairs of a capital or structural nature) amend, replace, paint, renew, cleanse, uphold and keep the whole and each and every part of the Demised Premises and Improvements in good and substantial repair, order and condition.

5.2 To Keep Clean:

- (a) The Lessee will at all times during the Term keep the Demised Premises and the Improvements clean, tidy and free from rubbish and for this purpose will arrange for the regular and prompt removal of all garbage, waste, litter and other rubbish.
- (b) The Lessee shall be responsible at its sole cost for the removal of any pollution on or from the Demised Premises and the Improvements and reinstatement of the Demised Premises to the condition that it enjoyed prior to the damage and destruction suffered by the Demised Premises resulting from the pollution (which without limiting the generality shall include spillage, overflow or leakage of any oil, petrol or related by-products thereof into any water areas forming part of the Demised Premises) caused by the Lessee, its servants agents or contractors, the use of the Demised Premises or the Improvements by the Lessee or by any item, article, fixture, fitting or exhibit in or on the Demised Premises. Where the Lessee, its servants agents or contractors, the use of the Demised Premises or the Improvements by the Lessee or any item article, fixture, fitting or exhibit in or on the Demised Premises or the Improvements contributes to any pollution of the Demised Premises the Lessee shall bear the cost of removal of such pollution in proportion to the contribution of the Lessee, its servants agents or contractors, the use of the Demised Premises by the Lessee or any item article, fixture, fitting or exhibit in or on the Demised Premises or the Improvements in such pollution. The Lessee shall at all times comply with the legally enforceable requirements of all statutory bodies having authority jurisdiction or competence in relation to the prevention removal or minimisation of such pollution.


LESSEE: 



LESSOR:

- 6 -

- (c) The Lessee shall be responsible at its sole cost for the expense of remedial or corrective action for environmental contamination or hazards, including but not limited to asbestos abatement, contained in or arising out of the Improvements or the Lessee's use of the Demised Premises or the Improvements.


5.3 Lessor may Inspect:

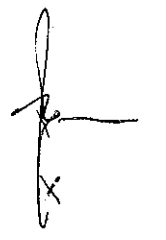
The Lessor may at all reasonable times during the term upon giving to the Lessee reasonable notice and upon receiving the Lessee's consent in writing (unless otherwise agreed) (such consent not to be unreasonably withheld), except in the case of emergency when the Lessee's consent need not be in writing, enter upon the Demised Premises and the Improvements for the purpose of determining whether or not there has been any breach of any of the covenants and conditions herein contained and in the event of any such breach the Lessor shall serve upon the Lessee a notice in writing of any breach requiring the Lessee to rectify the same in accordance with any covenant herein contained within a reasonable time from the date of issue of such notice.

5.4 Lessor may Gain Access to Undertake Work:

The Lessor or any other person authorised by the Lessor shall have the right to enter upon the Demised Premises and the Improvements with all necessary materials, equipment and appliances including heavy machinery and all necessary tools at all reasonable times and upon giving to the Lessee reasonable notice and upon receiving the Lessee's consent in writing (unless otherwise agreed) (such consent not to be unreasonably withheld), except in the case of emergency when the Lessee's consent need not be in writing, for the purposes of:

- (a) Complying with any requirement, notification, reasonable request or order of any authority having jurisdiction or authority over or in respect of the Demised Premises or the Improvements in respect of which the Lessee has no obligation under its covenants herein contained; or
- (b) Carrying out such works as outlined in subclause (a) and complying with such requests, requirements, notifications, request or orders or carrying out such reinstatement, repairs, renovations, maintenance, modifications, extensions, alterations, rectification or replacements to the Demised Premises and the Improvements which the Lessee has not carried out in accordance with its obligations hereunder;


LESSEE:


LESSOR:


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PROVIDED THAT in the exercise of any such power under this clause the Lessor shall use its reasonable endeavours to minimise any inconvenience or disruption to the Lessee's permitted use or occupation or access to the Demised Premises. The Lessee after giving to the Lessor its written consent (where applicable) shall not deny access to the Lessor or any other person authorised by the Lessor to enter the Demised Premises and the Improvements should the Lessor wish to exercise its rights pursuant to this or the foregoing clause.

PROVIDED FURTHER THAT the Lessor will indemnify and keep indemnified the Lessee from all actions, claims, demands, losses, damages costs of every kind for which the Lessee shall or may become liable and from all liabilities of the Lessee which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in or near the Demised Premises or the Improvements to the extent that they may arise out of the Lessor exercising its rights under this Clause 5.4.

5.5 Alterations and Additions:

The Lessee will not by itself, nor will it permit any person to make any alteration or addition to the exterior of the Improvements or erect any improvements on the Land or the Improvements without the prior written consent (such consent not to be unreasonably withheld) of the Lessor and shall in the course of such alterations, additions or erections made with the consent of the Lessor observe and comply with all reasonable requirements of the Lessor and all statutory bodies having authority provided that such requirements shall not be inconsistent with the rights of the Lessee under this Lease. Without prejudice to the foregoing provisions of this clause and without limiting the generality of the foregoing the Lessee will when applying for the Lessor's approval to any alterations or additions to the Improvements or to the erection of any improvements on the Land submit with the application drawings and specifications in respect thereof and shall produce to the Lessor the approval of any competent, relevant authority having jurisdiction over the Lessee. The Lessee covenants with the Lessor that any alterations or additions to the Improvements or any other building work will be carried out in a proper and workmanlike manner.


LESSEE: *Samuel Amos*


LESSOR:

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PART 6. ASSIGNMENT, TRANSFERS AND SUBLETTING

6.1 Assignments, Transfer and Subletting:

- (a) Subject to Subclauses (b) and (c) the Lessee will not during the continuance of the term assign transfer demise sublet or part with or share the exclusive possession of or grant any licence or concession affecting or mortgage charge or otherwise deal with or dispose of the Demised Premises or the Improvements.
- (b) Subject to the observance and performance by the Lessee of the terms covenants and provisions on its part herein contained the Lessee shall have the right to sublet or grant any licence in respect of any portion of the Demised Premises or the Improvements situated thereon for uses or purposes consistent with the use of the Demised Premises or the Improvements authorised pursuant to Clause 4.1.
- (c) The Lessee may, on or from the coming into operation of the Australian National Maritime Museum Act or of any other Act of the Commonwealth to establish an Australian National Maritime Museum or similar museum at any time during the Term assign transfer demise sublet to or part with or share exclusive possession or otherwise deal with or dispose of the whole of the Demised Premises or by any act or deed procure the whole of the Demised Premises to be assigned to any body established under a law of the Commonwealth one of whose purposes shall be the running of an Australian National Maritime Museum in the Demised Premises in accordance with Clause 4.1 of this Lease **PROVIDED THAT** the use of the Premises is to remain as an Australian National Maritime Museum.

PART 7. RESTORATION OF IMPROVEMENTS

If the Demised Premises or the Improvements are damaged or partly or totally destroyed, or rendered wholly or substantially inaccessible or wholly or substantially unfit for the use of the Lessee, then:

- 7.1 The Lessee shall give to the Lessor within six months of such occurrence written notice as to whether the Lessee elects to:
- (a) restore the Demised Premises and the Improvements and make them accessible and fit for use all at the Lessee's cost, or
 - (b) terminate the Lease.


LESSEE:


LESSOR:

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7.2 If the Lessee elects to restore the Demised Premises and the Improvements in accordance with 7.1(a), then:

- (a) the plans and specifications relating to the proposed restoration shall be subject to the approval of the Lessor, such approval of the Lessor not to be unreasonably withheld;
- (b) the use of the restored Improvements shall be as specified in Clause 4.1 of this Lease, and
- (c) the restoration of the Improvements and the Demised Premises shall be completed at the Lessee's cost, and they shall be made accessible and fit for use and operational, within such period as shall be agreed between the Lessor and the Lessee as reasonable in the circumstances.
- (d) The Lessor hereby acknowledges that all right, title and interest in the restored Improvements will vest in the Lessee.


7.3 If the Lessee elects to terminate the Lease in accordance with Clause 7.1(b), then:

- (a) The Lessee will vacate and yield up the Demised Premises forthwith,
- (b) If Lessee elects in accordance with Clause 11.2 to remove the Improvements, it shall do so in accordance with Clause 11.2(a), and
- (c) If the Lessee elects in accordance with Clause 11.2 to not remove the Improvements, it shall pay for the reasonable cost of removal of the Improvements, if the Lessor chooses to remove them, and shall indemnify the Lessor from all costs, actions, claims and demands by any person arising out of the Lessor's removal thereof.

PART 8. INSURANCE

8.1 Type of Insurance:

The Lessee shall throughout the Term maintain the following Insurance Policies in respect of the Demised Premises and the Improvements:


LESSEE: *Sam. Claus*


LESSOR:

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- (a) A policy in the joint names of the Lessor and the Lessee for their respective rights and interests insuring at all times during the Term the Demised Premises and the Improvements (including all plant, equipment, signs, fixtures fittings and chattels forming part of the Improvements) against loss damage or destruction from any insurable risk reasonably required by the Lessor which without limiting the generality thereof shall include loss, damage or destruction from fire, water, wind, hail, lightning, explosion, storm, tempest, smoke, riot, strikes, civil commotion, malicious damage, sprinkler leakage, impact by vehicles or aircraft or articles dropped therefrom, flood, earthquake, theft, (and any damage subsequent upon, or any attempt thereat) attempted theft, vandalism and such other insurable risks of a nature and in an amount usually insured from time to time or as certified as being prudent by a reputable insurance broker or insurance consultant approved by the Lessor from time to time in not less than their full insurable value on a replacement and/or reinstatement basis including extra costs reinstatement.
- (b) A public risk insurance policy in the joint names of the Lessor and the Lessee for their respective rights and interests unlimited as to the amount insured in respect of each occurrence and unlimited as to the number of occurrences during the period of insurance, relating to the Demised Premises bearing an endorsement extending the indemnity under the said Policy so far as not already covered to include claims arising out of any contract of indemnity under this Lease;
- (c) A contractors all risk policy in the joint names of the Lessor and the Lessee for their respective rights and interests at all times whilst refurbishment or rebuilding works are being carried out on the Demised Premises in respect of such refurbishment and rebuilding works for the risks and amount reasonably required by the Lessor.
- (d) An unlimited Workers Compensation Policy covering but not restricted to all persons employed by the Lessee its servants, employees, agents, architects, surveyors, builders and workmen and will ensure that its builder(s), contractor(s) or subcontractor(s) carry or have in effect similar Workers Compensation Insurance.
- (e) A policy insuring the Lessor and the Lessee against all actions suits claims demands proceedings losses damages compensation charges in relation to personal injury or the death of any person.


LESSEE:



LESSOR:

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8.2 General Insurance Provisions:

All policies of insurances required to be effected by the Lessee are to be effected with an insurer approved by the Lessor (such approval not to be unreasonably withheld) AND the Lessee shall during the Term punctually pay all premiums necessary for the purpose and whenever required will forthwith produce to the Lessor the policies of insurance and/or Certificate of Currency and the receipt for the last premium.

8.3 Insurer's Rights:

In respect of each policy referred to in clause 8.1 above, the Lessee shall use its best endeavours (including the payment of any reasonable premium) to have the policy endorsed to the intent that the insurer under such policy waives the insurer's right to avoid the policy or any liability of the insurer under that policy on account of or by reason of any nondisclosure or any inaccurate disclosure in the proposal relating to that policy.

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Samir

8.4 Heating:

The Lessee will not during the Term use or permit or suffer to be used any method of heating or lighting the Demised Premises and the Improvements in contravention of any policy of insurance in respect of the Demised Premises and the Improvements.

8.5 Insurance not to be avoided:

The Lessee will not at any time during the Term do, permit or omit or suffer to be done, permitted or omitted any act, matter or thing upon the Demised Premises or the bringing or keeping or storing of anything thereon whereby any insurance relating to the Demised Premises or the Improvements against damage by fire and other risks as aforesaid may be vitiated or rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased unless in the latter case the Lessee shall promptly pay all additional premiums of insurance on the Demised Premises and the Improvements (if any) required on account of the additional risk caused by the use to which the Demised Premises are put by the Lessee. If the Lessee fails to pay such additional premiums, the Lessor may do so and the Lessee shall be required to reimburse the Lessor within fourteen (14) days of the Lessor making such demand on the Lessee.

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LESSEE: *Samir Almat*

[Signature]

LESSOR:

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8.6 Prohibited Substances:

Without prejudice to the generality of the preceding subclause, the Lessee shall not (other than in accordance with the specified use of the Demised Premises or the Improvements approved by the Lessor), store chemicals, inflammable liquids, acetylene gas, alcohol, volatile or explosive oils, compounds or substances upon the Demised Premises or the Improvements or use of any such substances or fluids on the Demised Premises or the Improvements for any purpose **PROVIDED THAT** any of the abovementioned substances may be stored on the Demised Premises in quantities and in particular locations as specified by the Lessor whose prior consent shall be obtained by the Lessee.


8.7 Compliance with Insurance, Sprinkler, Fire Alarm and Fire Protection Regulations:

The Lessee shall, at the Lessee's expense, comply with insurance, sprinkler, fire alarm and fire protection regulations in respect of the Improvements situated on the Demised Premises and the Lessee shall pay the cost of any alteration to the sprinkler and/or fire alarm installation and the cost of any structural work required for such fire protection, including without limiting the generality fire-rated doors, walls, floors and ceilings, which may become necessary in order that the Improvements shall comply at all times with the regulations of the Insurance Council of Australia or any local government or statutory authority having jurisdiction in that respect or the requirements of the Lessor.

8.8 Waiver of Insurance Obligations of Commonwealth as Lessee:

The Lessee shall comply with the requirements of clause 8.1 unless, whilst the Commonwealth of Australia is the Lessee under this Lease, the Lessor has, at the Lessee's request, agreed in writing to waive, whilst the Commonwealth is the Lessee, all or some of the requirements to insure imposed on the Lessee by this Part 8 **PROVIDED THAT** any waiver of the Lessee's obligation to insure:-

- (i) under Clause 8.1(a) shall be without prejudice to the obligations of the Lessee to restore the Demised Premises and the Improvements in accordance with Clause 7 hereof, and
- (ii) under Clause 8.1(b) shall be upon condition that the Lessee gives to the Lessor a full indemnity for all claims which might be made against the Lessor arising out of any injury to or death of any person in or upon the Demised Premises or the Improvements howsoever arising, in terms acceptable to the Lessor, and


LESSEE: *Sam Amer*



LESSOR:


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- (iii) under Clause 8.1(c), (d) or (e) shall be upon such terms and conditions as the Lessor shall reasonably require.

PART 9. RELEASE AND INDEMNITY

9.1 Release and Indemnity:

- (a) The Lessee agrees to occupy and use and keep the Demised Premises and the Improvements at the risk of the Lessee and to be subject to the same responsibilities in regard to persons and property and otherwise to which the Lessee would be subject if during the Term the Lessee were the owner of the Demised Premises and hereby releases to the full extent permitted by law and does hereby agree to indemnify and keep indemnified the Lessor and its contractors, subcontractors and representatives from all actions, claims, demands losses, damages, costs and expenses of every kind for which the Lessor shall or may during the term be liable and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in or near the Demised Premises or the Improvements which may directly or indirectly arise out of the occupation or use of the Demised Premises or the Improvements by the Lessee or its employees, invitees, licensees or visitors other than such as may be caused by the wilful or negligent act or wilful or negligent omission of the Lessor, or its contractors subcontractors or representatives and the Lessee agrees that the Lessor shall have no responsibility or liability for any personal injury or loss of or damage to property of the Lessee other than to the extent that such may be directly caused by the wilful or negligent act or wilful or negligent omission of the Lessor.
- (b) Without prejudice to the generality of subclause (a) of this clause, to the extent that money paid to the Lessor out of insurances effected by the Lessee does not fully indemnify the Lessor against the same, and except where the same is directly caused by the act, omission or negligence of the Lessor or its contractors and representatives, the Lessee will and does hereby indemnify the Lessor, its contractors, subcontractors and representatives from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Lessor or for which the Lessor or its contractors, subcontractors and representatives may become liable in respect of any damage to the property or death of or injury to any person which may be suffered or sustained in, upon or near the Demised Premises or


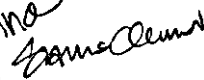

LESSEE: *Samuel*


LESSOR:

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the Improvements or in or upon such other land occupied by the Lessee or others authorised by it as a result of some act, neglect, omission or failure to observe the provisions of this Lease or any other cause whatsoever during the Term.

- (c) Without limiting the generality of subclauses (a) and (b) of this clause the Lessee shall indemnify and keep indemnified the Lessor and its contractors and representatives from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor and its contractors and representatives may become liable in respect of or arising from or contributed to (but only to the extent of such contribution) by all or any of the following during the Term:
- (i) the negligent or careless use, misuse, waste or abuse by the Lessee or any contractor, subcontractor, representative, client, customer or visitor of the Lessee or any other person claiming through or under the Lessee of the water, sewerage, drainage, gas, electricity, lighting or other services and facilities in the Improvements or the Demised Premises;
 - (ii) overflow or leakage of water (including rain water, sewerage and drainage) in or from the Improvements but having origin within the Improvements or the Demised Premises or caused or contributed to (but only to the extent of such contribution) by any act or omission on the part of the Lessee or other persons as aforesaid;
 - (iii) loss, damage or injury from any cause whatsoever to property or person caused or contributed to (but only to the extent of such contribution) by the use of the Improvements or the Demised Premises by the Lessee or other persons as aforesaid; and
 - (iv) loss, damage or injury from any cause whatsoever or to any property or person within the Improvements or the Demised Premises occasioned or contributed to (but only to the extent of such contribution) by any act, omission, neglect, breach or default of the Lessee or other persons aforesaid.
- (d) If any property which may be situated on the Demised Premises or in the Improvements during the Term shall be injured, destroyed or damaged by water, heat, fire, vermin or otherwise


LESSEE: 


LESSOR:

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howsoever, no part of the loss or damage occasioned thereby shall be borne by the Lessor whether the same shall occur by reason of any defect in the construction of the Improvements, fittings or fixtures therein or otherwise howsoever.

PART 10. GENERAL LESSEE'S COVENANTS



10.1 Signs and Advertising:

- (a) The Lessee may during the term erect display affix or exhibit on or to the exterior or the interior of the Improvements or the Demised Premises or any part thereof signs lights embellishments advertisements names or notices provided that the same do not in the reasonable opinion of the Lessor have a detrimental effect on the Darling Harbour and do not have an advertising purpose other than related to the museum's events, activities and exhibitions.
- (b) The Lessee shall at the expiration or sooner determination of the Lease remove at the Lessee's expense any signs, boards, lights, embellishments, advertisements, names or notices affixed, inscribed or painted by the Lessee from the Demised Premises or Improvements.

10.2 Services:

- (a) The Lessee acknowledges that it is aware that certain of the Lessor's equipment for controlling the lighting of the Darling Harbour Area is located within the Land. The Lessee agrees that it shall allow the Lessor and/or its servants, agents, employees, contractors or subcontractors, pedestrian and, if appropriate, vehicular access on and over the Land for the purpose of:
 - (i) controlling the lighting within the Darling Harbour Area; and
 - (ii) maintaining, replacing, repairing and servicing the equipment for controlling the lighting within the Darling Harbour Area.

The Lessor shall repair at its cost any damage to the Demised Premises caused by the Lessor or the persons aforesaid exercising its rights pursuant to this clause and in exercising its rights hereunder the Lessor shall use its best endeavours not to unduly interfere with the Lessee's use and enjoyment of the Demised Premises.


LESSEE: 



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- (b) Save in the case of emergency the Lessee will not in any manner whatsoever interfere with the Lessor's equipment for controlling the lighting for the Darling Harbour Area which may be located within the Demised Premises.
- (c) The Lessor releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessee from and against all actions claims and demands made against the Lessee in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the Lessor exercising its rights under Clause 10.2(a) hereof.

10.3 Requirements of Public Authorities:


The Lessee shall forthwith comply with all legally enforceable statutes, statutory rules, proclamations, orders and regulations present or future affecting or relating to the Demised Premises or the Improvements or the use thereof, during the Term, and with all legally enforceable requirements which may be made or legally enforceable notices or orders which may be given by any governmental, semi-governmental, city, municipal, health, licensing, statutory or any other authority having jurisdiction or authority in respect of the Demised Premises or the Improvements and the use thereof.

10.4 Use of Lavatories:

The Lessee will not during the Term use nor permit nor suffer to be used any lavatories, sinks, drains and other plumbing facilities to be erected on the Land or presently existing on the Land for any purpose other than those for which they were constructed or provided and shall not deposit nor permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto caused by any misuse or abuse shall be immediately made good by the Lessee at the Lessee's sole expense.

10.5 Pest Control:

The Lessee will take all reasonable precautions during the Term to keep the Demised Premises and the Improvements free of rodents, vermin, pests and animals.


LESSEE:



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10.6 Infectious Illness:

The Lessee will in the event of any infectious illness occurring in the Demised Premises or the Improvements, during the Term, forthwith give notice thereof to the Lessor and at the expense of the Lessee thoroughly fumigate and disinfect the Demised Premises and the Improvements.

PART 11. QUIET ENJOYMENT, REMOVAL OF IMPROVEMENTS, AND HOLDING OVER

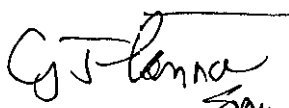

11.1 Quiet Enjoyment:

Subject to the Lessee duly and punctually observing and performing the covenants, obligations and provisions in this Lease on the part of the Lessee to be observed and performed the Lessee shall and may peaceably possess and enjoy the Demised Premises during the Term without any interruption or disturbance (other than as is specifically provided for in this Lease) from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

11.2 Removing, Leaving the Improvements on Termination:

Upon termination of the Lease by effluxion of time or otherwise the Lessee may either:

- (a) remove from the Land the Improvements, and all other improvements on the Land (except such improvements as may be necessary for protecting the Land or the adjacent land from damage) so as to leave the Land as a cleared site and safe condition within 12 months of termination of the Lease and in such circumstances the Lessee shall make good any damage to the Land caused by such removal; or
- (b) not remove the Improvements and other improvements on the Land provided that the Lessee shall leave the Improvements and other improvements and such of the Lessee's fixtures and equipment as is necessary to leave the Improvements in a safe condition (having regard to the age of what is left on the Land) pursuant to this clause **PROVIDED THAT** in the case of termination pursuant to Clause 7.1(b) the Lessee shall pay the reasonable costs and give the indemnity set out in Clause 7.3(c).


LESSEE: 



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11.3 Holding Over:

The Lessee shall not hold over after the expiration or determination of this Lease without the Lessor's express consent. In the event of the Lessee holding over after the expiration or sooner determination of the Term with the consent of the Lessor the Lessee shall become a monthly tenant only of the Lessor at a monthly rental to be determined and otherwise on the same terms and conditions as those herein contained insofar as they are applicable. Such monthly tenancy may be determined by either party giving to the other not less than six (5) months prior written notice expiring at any time.

PART 12. DEFAULT BY LESSEE

12.1 Nothing in this Lease shall limit restrict or prejudice the Lessor's right:

12.1(a) to claim damages against the Lessee in respect of any default or breach or failure by the Lessee to observe or perform any of the covenants obligations or conditions of this Lease;

12.1(b) to claim specific performance against the Lessee of any of the covenants, obligations or conditions of this Lease;

12.1(c) to seek an injunction restraining the Lessee from continued or future default or breach in respect of any of the covenants, obligations or conditions of this Lease; or

12.1(d) to take action against the Lessee otherwise at law or in equity.


12.2 The Lessee expressly acknowledges that the Lessor shall have the right to take all or any of the actions set out in Clause 12.1 above.

12.3 The parties hereby acknowledge agree and declare that in no circumstances whatsoever (including any default by the Lessee) does the Lessor have the right under this Lease or at law or in equity to terminate this Lease provided that this shall not limit or derogate from the Lessor's other rights (other than the right of termination) at law or in equity.

PART 13. GENERAL

13.1 Exclusion of Warranties:

The Lessee acknowledges and declares that no promises, representation, warranty or undertaking has been made or given by or on behalf of the Lessor (in any capacity) in respect of the suitability of the Demised Premises for any business or purpose whatsoever.


LESSEE:


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13.2 Waiver:

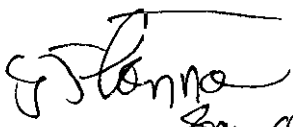

No waiver by the Lessor of one breach of any covenant, obligation or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant, obligation or provision in this Lease contained or implied and the Lessor's failure to take advantage of or act upon any breach of any covenant obligation or provision on the part of the Lessee shall not be or be construed as a waiver thereof.

13.3 Cost of Lease:

The Lessee shall pay all stamp duty on the Lease and all the Lessor's reasonable legal costs (which shall be calculated by reference to the time spent on the Lease until its registration by the Lessor's solicitors current charge out rate) (but in the event of any dispute as resolved by decision of The Law Society of New South Wales) and other reasonable costs and all duties, fees, charges and expenses of and/or incidental to the preparation, negotiations for, completion, stamping, upstamping and registration of this Lease and any assignments, subletting, surrender or termination (otherwise than by effluxion of time) and any applications for the consent of any person whose consent may be required and/or incidental to any and every breach or default by the Lessee hereunder and in or incidental to the lawful exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of this Lease.

13.4 Notices:

- (a) Any demands, requisitions, consents, elections or notices required to be served by the Lessor upon the Lessee shall be delivered by hand to, or forwarded by prepaid registered post to The State Manager for New South Wales (or his successor), Australian Property Group, Level 18, Tower B, Zenith Centre, 841 Pacific Highway, Chatswood and copies of such demands, requisitions, consents, elections or notices shall be given to the Director, Australian National Maritime Museum, 13A Union Street, Pyrmont, or such other person or address as the Lessee shall from time to time notify to the Lessor. Any demand, requisition, consent, election or notice may be signed by the Lessor or on its behalf by the appropriate or other authorised officer for the time being of the Lessor or its solicitors.


LESSEE: 

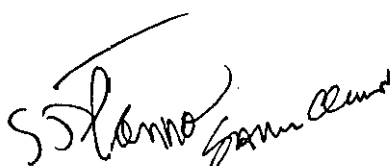

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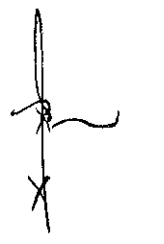
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- (b) All demands, requisitions, consents, elections or notices required to be served upon the Lessor shall be delivered by hand to, or forwarded by prepaid registered post to the Lessor at its address hereinbefore set forth or such other address for service as the Lessor shall notify to the Lessee. Any demands, requisitions, consents, election or notices required to be served by the Lessee upon the Lessor may be signed by or on behalf of the said State Manager for New South Wales, Australian Property Group (or his successor).
- (c) Any such demand, requisition, consent, election or notice if posted shall be deemed duly served at the expiration of two (2) business days after the time of posting. In proving the giving of the same it shall be sufficient to prove the envelope containing the same was properly addressed, stamped and registered or put into a post office box in Australia.

13.5 Easements:

- (a) The Lessor shall be entitled for the purpose of support of structures now or hereafter erected on or over the Land and nearby areas or for the provision of services (including, without limiting the generality thereof, water, drainage, gas, electricity supply, telephonic and electronic communication services, sewer, and salt water supply) over, through, to or under the Land and nearby areas to grant easements or enter into any arrangement or agreement with any of the owners, Lessees, tenants or occupiers or others interested in any land adjacent to or near the Demised Premises or with any public authority as the Lessor reasonably considers necessary or desirable for the due implementation of the development of the Darling Harbour Area and it may likewise for such aforesaid purpose dedicate land other than the Land or transfer, grant or create any easement, privilege or other right in favour of such party or in favour of any such adjoining or neighbouring land or any public authority affecting the Demised Premises and this Lease shall be deemed to be subject to any such agreement, arrangement, right, easement, covenant or privilege. The Lessor in the exercise of the rights conferred by this clause shall not grant easements, enter into any arrangement or agreement, transfer, grant or create any easement privilege, covenant or other right in favour of any person which shall substantially and permanently derogate from the rights conferred on the Lessee by this Lease, without the Lessee's consent which shall not be unreasonably withheld. The Lessor in the exercise


LESSEE:


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of the rights conferred by this clause shall obtain the Lessee's consent to the route or path of any easement such consent not to be unreasonably withheld.

- (b) The Lessee and the Lessor acknowledge that there will be a need to grant statutory easements in relation to services, pipes and conduits over or adjacent to the Demised Premises and the Lessee acknowledges that such easements may, subject to clause (a), be granted by the Lessor. Where the Lessee is not entitled to compensation as Lessee but has suffered loss or damage by reason of any agreement, arrangement, right, easement, covenant or privilege referred to in clause (a),
- (i) the Lessee shall give the Lessor written notice of such loss or damage and the Lessor shall within a reasonable time, pursue the Lessee's claim on behalf of the Lessee;
 - (ii) any compensation received by the Lessor in respect of the Lessee's claim shall be paid to the Lessee; and
 - (iii) the Lessee agrees to pay all the Lessor's reasonable costs of pursuing such claim.
- (c) The Lessee shall do all things and sign all documents required, at no cost to the Lessor, to give effect to this clause 13.6.


13.6 Non-Merger:

None of the terms or conditions of this Lease nor any act matter or thing done under or by virtue of or in connection with this Lease between the parties hereto shall operate as a merger of any of the obligations, rights and remedies of the parties in or under this Lease all of which shall continue in full force and effect.

13.7 Supply Failure:

The Lessor will not in the absence of negligence on the part of the Lessor or its employees or contractors be under any liability for any loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas or water supply, sewerage, drainage or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Demised Premises or this Lease **PROVIDED THAT** the Lessor shall use its reasonable endeavours to restore any services which are provided by the Lessor as soon as possible.


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13.8 Lessee's Obligations:

Whenever the Lessee is obliged or required hereunder to do or effect any act, matter or thing then the doing of such act, matter or thing shall, unless this Lease otherwise provides, be at the sole risk and expense of the Lessee.

13.9 Moratorium:

Unless application is mandatory by law no statute, statutory rule, proclamation, order, regulation or moratorium present or future shall apply to this Lease so as to abrogate, extinguish, impair diminish, derogate from fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to the Lessor or Lessee

13.10 Reimbursement of Lessor's Expenses:

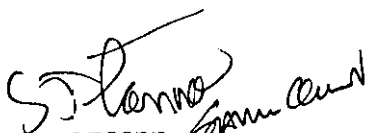
To the extent permissible at law the Lessee will within twenty eight (28) days of receipt from the Lessor of invoices or proof of payment, pay to the Lessor the amount payable or paid by the Lessor in respect of any liability imposed on the Lessee under or by virtue of this Lease notwithstanding that any statute, statutory rules, proclamation or moratorium present or future directly or indirectly imposes such liability upon the Lessor.

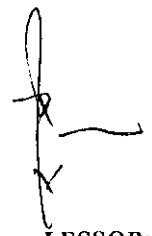
13.11 Rebuttal of Agency:

Nothing contained herein shall be deemed or construed by the parties hereto as creating the relationship of partnership or of principal and agent or of joint venture between the parties hereto it being understood and agreed that neither the method of computation for rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee upon the terms and conditions only as provided for in this Lease.

13.12 Licences:

With respect to any licences required by the Lessee or Sublessee or any Licensee to operate from or in any part of the Demised Premises during the Term the Lessor shall not as Lessor unreasonably oppose the granting of any such licenses or unreasonably withhold its consent.


LESSEE: *Samuel*


LESSOR:

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13.13 Severability of Provisions:

Any provision of this Lease which is prohibited illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition illegality or unenforceability without invalidating the remaining provisions of this Lease or affecting the validity or enforceability of such provision in any other jurisdiction.

13.14 Fire and other Drills:



The Lessor and the Lessee shall each give to the other not less than forty-eight (48) hours notice of its intention to call drills in respect of fire or emergency whether or not such drills involve the evacuation of the Demised Premises or the Improvements, and each agrees to use its reasonable endeavours to co-operate with the other in respect of drills and to avoid their drills being inconsistent.

13.15 Evacuation of Demised Premises:

- (a) If either party receives or is informed of a fire, bomb threat, riot, demonstration or other incident that might endanger the Demised Premises or the Improvements or persons therein then the party in receipt of such information shall forthwith advise the other so that evacuation of all persons occupying the Demised Premises or Improvements may be carried out.
- (b) Neither party shall have any right or claim against the other for any loss damage destruction to property personal injury or death or loss of profits arising out of or in connection with any such evacuation of the Demised Premises or Improvements.
- (c) Procedures under this clause in relation to actions and activities shall be agreed between the parties provided that they shall not be inconsistent with this Lease.

13.16 Hydraulic Installations:

The Lessee acknowledges and agrees that it is aware that the hydraulic design of the Demised Premises and the Improvements requires house drains three (3) metres below the surface of the Land and the installation of reflux valves. The Lessee shall indemnify and keep indemnified the Lessor in respect of all liability, costs, claims, losses, damages or expenses which the Lessor may incur suffer or sustain as a result of or arising out of the use of the house drains or the reflux valves as aforesaid.


LESSEE: 



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13.17 Assignment of Benefits as Contractor:

The Lessor hereby undertakes:

- (a) to assign to the Lessee on and from the date of execution of this Lease all its rights and benefits arising from and by virtue of all of its agreements for the carrying out and completion of the Improvements; and
- (b) to provide the Lessee with existing reports on the development of the design, contract documentation and construction and copies of all approved drawings, specifications and estimates; and
- (c) to supply the Lessee with the available set of "as-built" drawings and operating and maintenance manuals to assist the efficient maintenance and operations of the buildings and associated works; and
- (d) where any of the Lessor's rights are not properly assigned or not capable of or not permitted to be assigned then the Lessor shall hold such rights for the benefit of the Lessee, and the Lessor, if and when requested by the Lessee, shall take all such steps, sign all such documents and do all such acts, matters and things to enable the Lessee to benefit from and enforce such rights at the expense of the Lessee.

13.18 Release of Lessor in relation to Improvements:

The Lessee hereby releases and indemnifies the Lessor to the full extent permitted by law from and against all claims, actions, costs and demands which might be made against the Lessor by the Lessee arising out of all of the agreements between the Lessor and the Lessee for the carrying out and completion of the Improvements and in relation to the construction of the Improvements.

13.19 Commonwealth as Lessee:

So long as the Commonwealth of Australia or any statutory authority, corporation or commission constituted under a law of the Commonwealth remains Lessee of the Demised Premises:

- (a) Clause 8 shall be deleted but the Commonwealth shall use its best endeavours to comply as far as practicable with the spirit of the public health and safety Clauses 8.4, 8.6 and 8.7 in accordance with the Regulations applicable to the Commonwealth.


LESSEE:



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- (b) Any right of entry herein given by the Lessee to the Lessor or its officers, servants or agents, shall, except in the case of an emergency, be exercised only during normal business hours in the company of a representative of the Lessee to be made available for such inspection and upon the giving of reasonable notice and without undue interference to the Lessee;
- (c) Any notice served by the Lessor requiring the Lessee to pay any moneys, perform any act or otherwise shall allow a period of twenty-eight (28) days for compliance therewith or such further period as may be reasonable having regard to the nature of the work;
- (d) Any provision expressed or implied enabling the Lessor to sign documents or otherwise act as attorney for the Lessee shall be of no effect.
- (e) Clause 9.1(b) shall be deleted.

13.20 Third Parties to Acknowledge Commonwealth's Ownership of the Improvements:

The Lessor hereby undertakes that it will not enter into any arrangement or agreement, transfer grant or create any easement, privilege, covenant or other right concerning the Demised Premises in favour of any third party unless it obtains from such third party written recognition that all right title and interest in the Improvements vests in the Commonwealth.

13.21 Lessee to Release and Indemnify Lessor:

- (1) The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the premises.
- (2) Subclause (1) shall not apply to the extent that such damage, loss, injury or death is caused by a wilful or negligent act or omission of the Lessor during the Term.


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PART 14. LIQUOR LICENCE

- 14.1 The Lessee warrants to the Lessor that the Lessee is not bound by the provisions of the Liquor Act (NSW) or any other New South Wales liquor law but the Lessee agrees that it will ensure that any lease to a sublessee contains a provision requiring such sublessee to comply with the Liquor Act and any other New South Wales liquor law. The Lessee agrees to ensure that such sublessee complies with the Liquor Act and any other New South Wales liquor law except to the extent that to so comply would prejudice the interests of the Lessee or impose liabilities or obligations on the Lessee which are inconsistent with or derogate from any immunity that the Lessee has from the Liquor Act or any other New South Wales liquor law or which would otherwise impose obligations or liabilities on the Lessee that are inconsistent with the Lessee's rights under this Lease.
- 14.2 The Lessee hereby indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor as a result of the Lessor being denied entry to the Demised Premises or the Improvements to take any action against the Lessee for the purposes of complying with any legally enforceable obligations that the Lessor may have under the Liquor Act or any other New South Wales liquor law.

PART 15. ATTORNEY

15.1 Attorney

The Lessee hereby irrevocably makes, nominates, constitutes and appoints the Lessor and/or its officers severally to be the true and lawful attorney of the Lessee to act at any time after the power or rights referred to in clause 11 hereof on behalf of the Lessor shall have become exercised (a sufficient proof whereof shall be the statutory declaration of the Lessor or any of its officers) to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, deed, matter or thing relative to the Demised Premises as fully and effectually as the Lessee could do in and about the Demised Premises in relation to such transfer or surrender and the Lessee hereby covenants to ratify and confirm all and whatsoever the said attorney or any substitute shall lawfully do or cause to be done in and about the Demised Premises. The Registrar of


LESSEE: 


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Titles is hereby authorised to act upon the said statutory declaration and to accept the same as sufficient evidence of the right of the Lessor to determine this Lease or re-enter the Demised Premises.


PART 16. - PROPER LAW OF THE CONTRACT

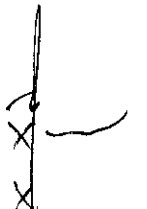
- 16.1 It is expressly agreed between the Lessor and Lessee that the proper law of this Lease will be the law within the State of New South Wales which is applicable from time to time.

PART 17. MISCELLANEOUS

17.1 Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall first be the subject of conciliation administered by the Australian Commercial Disputes Centre ("ACDC") conducted and held in accordance with the Conciliation Rules of ACDC in force at the time of the appointment of a conciliator by the parties. A conciliator shall be appointed by the parties from a panel suggested by ACDC within twenty-one (21) days (or such other period as is agreed in writing between the parties hereto) of any dispute, controversy or claim. If a conciliator is not appointed within that time, a conciliator shall be appointed by the Secretary-General of ACDC at the request of either party hereto. In the event that the dispute, controversy or claim has not been resolved within a period of twenty-eight (28) days (or such other period as agreed in writing between the parties hereto) after the appointment of a conciliator, the dispute, controversy or claim shall be submitted to arbitration administered by ACDC. The arbitrator shall be appointed by the parties from a panel suggested by ACDC. If an arbitrator is not appointed within twenty-one (21) days (or such other period as is agreed in writing between the parties hereto) of the expiration of the said period of twenty-eight (28) days (or such other period as agreed in writing between the parties hereto) then an arbitrator shall be appointed by the Secretary-General of ACDC at the request of either party hereto. Subject to the foregoing, the arbitration shall be conducted and held in accordance with and subject to the laws of the State of New South Wales. The arbitrator shall not be the same person as the conciliator. Any conciliation or arbitration meetings or proceedings shall be held in Sydney in the State of New South Wales.


LESSEE: 


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- 17.2 In the event that ACDC ceases to operate, the parties will use the services of an alternative body with similar purposes to endeavour to resolve any dispute in the same manner as set out in 17.1 above.
- 17.3 Pending resolution through conciliation or determination by an arbitrator of any dispute, controversy or claim in accordance with subclause 17.1 the obligations of the parties under this Agreement (including payment of any monies due) shall continue.

PART 18. RIGHT OF WAY FOR LESSOR AND THE PUBLIC

- 18.1 The Lessee covenants with the Lessor that, during the whole of the term of this Lease and any holding over or renewal thereof, every person who is at any time entitled to an estate or interest in possession in the land of the Lessor contained in Certificates of Title for Lot 202 DP777886 and Lot 3 in DP 807682 ("the land hereby benefited"), or any part thereof with which this right shall be capable of enjoyment, and every person authorised by the Lessor or such person entitled to such estate or interest, including its servants, agents, invitees and licensees and members of the public, shall have full and free right to go, pass and repass over the part of Lot 1 in DP 807682 which is designated W in DP 807632 ("the land hereby burdened") at all times and for all purposes with or without vehicles to and from the land hereby benefited or any such part thereof.
- 18.2 The Lessee acknowledges and agrees that the purpose of the right of way hereby created is to permit not only the Lessor and such persons entitled to such estate or interest in the land hereby benefited, their servants, agents, invitees and licensees, but all members of the public who visit the Darling Harbour Area from time to time, to use the land hereby burdened as a means of access between the rest of the Darling Harbour Area on the south of the land hereby burdened, and Union Street on the west of the land hereby burdened and the water area on the east of the land hereby burdened.

PART 19. RIGHT OF WAY FOR LESSEE

- 19.1 The Lessor covenants with the Lessee that, during the whole of the Term of this Lease and any holding over or renewal thereof, the Lessee its successors and assigns for the time being the holder of the demise hereby created, and all persons authorised by the Lessee or such successors and assigns, shall have full and free right to go, pass and repass at all times and for all purposes with or without vehicles to and from the Demised Premises over the land designated Z in DP 807682

LESSEE:

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being land owned by the Lessor and being the land in Certificate of Title Folio Identifier 202/777886 and part of the land in Certificate of Title Folio Identifier 2/807682 and part of the land in Certificate of Title Folio Identifier 3/807682 for the purposes of access between Union Street and the Demised Premises.

THE COMMON SEAL of
DARLING HARBOUR AUTHORITY
was affixed by authority
of the Board in the
presence of

X
.....
Board Member

X B. Q. Lineay
.....
Board Member

~~SIGNED by Position No.
being an Officer of the Attorney
General's Department and a delegate
of the Minister for Administrative
Services.~~

.....
Witness

Signed for and on behalf of THE COMMONWEALTH
OF AUSTRALIA by a delegate of the Attorney-
General:-
Principal Legal Officer (Position No. 1056) *GPenna*
in the presence of:-

Samuel Climar
An Officer of the Attorney-General's Department

2.10.1990

Samuel Climar
LESSEE:

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LESSOR:

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COUDERT BROTHERS
INTERNATIONAL ATTORNEYS

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SAN JOSE	Suite 1000, 150 Almaden Boulevard San Jose, California 95113
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LONDON	4 Dean's Court London EC4V 5AA England
BRUSSELS	Avenue Louise, 149-BTE 8 B-1050 Brussels
BEIJING	Suite 802, Noble Tower 22, Jianguomenwai Avenue Beijing, Peoples Republic of China
SHANGHAI	Suite 1804, Union Building 100 Yanan Road East Shanghai, Peoples Republic of China
HONG KONG	Alexandra House, 31st Floor 20 Chater Road Hong Kong
SINGAPORE	Suite 21-00, Tung Centre 20 Collyer Quay Singapore 0104
TOKYO	1355 West Tower, Aoyama Twin Towers 1-1-1, Minami-Aoyama Minato-Ku, Tokyo 107, Japan
SAO PAULO	c/o Machado, Meyer, Sendacz Opice e Albino Advogados Rua da Consolacao, 247, 8 andar 01301 Sao Paulo, SP Brazil
MOSCOW	c/o Ipatco 15 Petrovka Street, Second Floor Moscow, USSR

August 21, 1991

Mr. John Harris
Sly & Weigall
DX 368
SYDNEY

Dear Mr. Harris,

LTCB Australia Securities Limited ("LTCB") – Caveat No. Z166736
Darling Harbour Authority – Lease to Commonwealth of Australia of the
Australian National Maritime Museum

We refer to your letter of August 7, 1991 and confirm that we act for LTCB,
the Caveator under Caveat No. Z166736.

Pursuant to our conversation on August 19, 1991 enclosed is a Form RP26 –
Withdrawal of Caveat in respect of Lots 1 and 2 in DP807682. We confirm
that LTCB has instructed us to advise you that it consents to the registration
of a lease between the Darling Harbour Authority and the Commonwealth of
Australia in respect of the National Maritime Museum site at Darling Harbour.
LTCB's caveat does not affect the land in Lot 202 in DP777E86.

If we can be of any further assistance please do not hesitate to call.

Yours faithfully,

Efi Kremetis

Efi Kremetis

enc.

cc: Mr. M. Grolman
Coudert Brothers, Sydney

L68717.081

"A"
 OFFICE USE ONLY

Z 743915

REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions.

DO NOT USE BOTH SIDES OF THE FORM

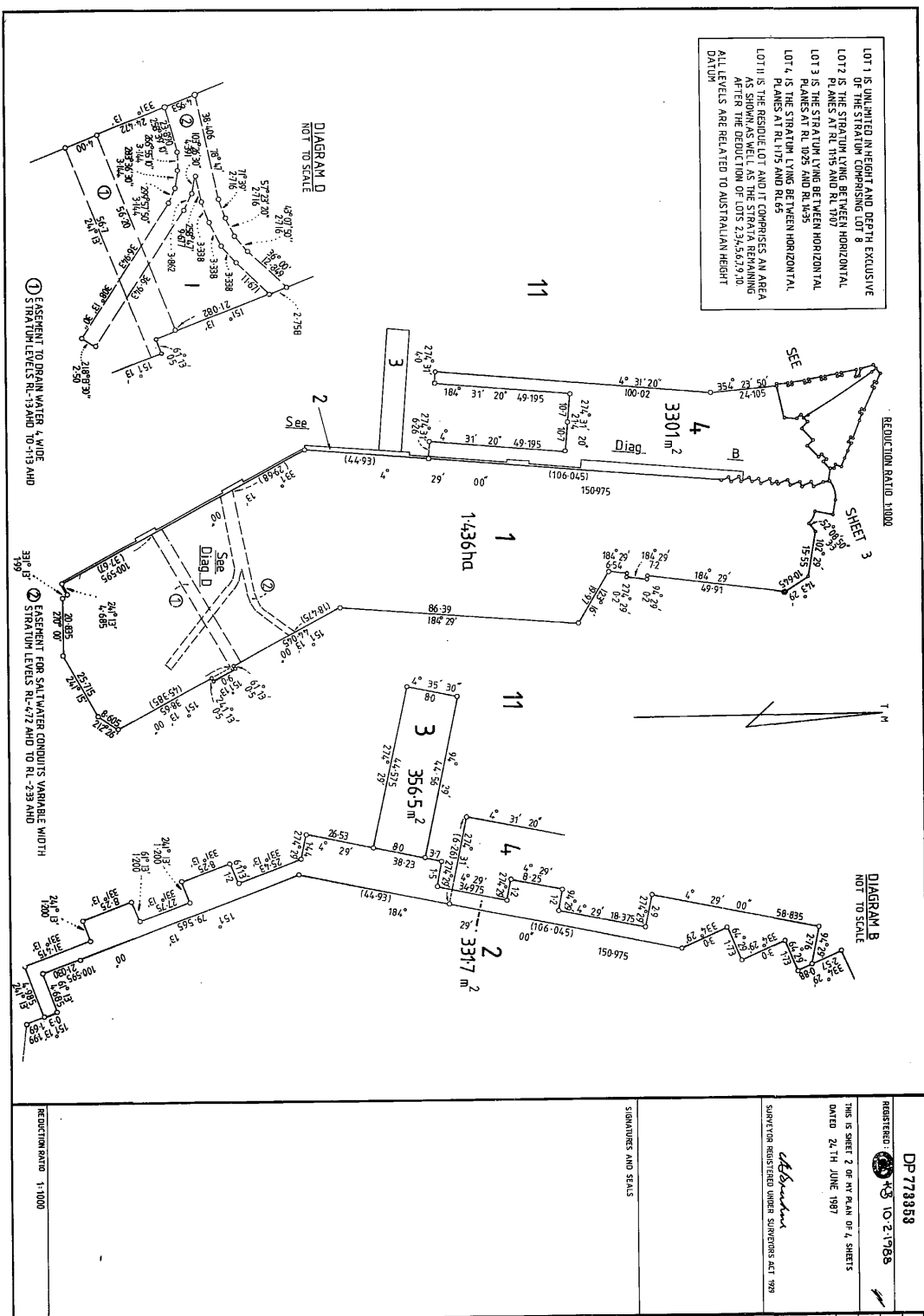
R



SECOND SCHEDULE AND OTHER DIRECTIONS

(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
1/807682	ON	L		Commonwealth of Australia. Expires 20-2-2090. (terminating on 20-2-2090)
1/807682	ON	EA		Right of way appurtenant to the land above described affecting the land designated "Z" in DP 807682.
1/807682	ON	EB		Right of way (terminating on 20-2-2090) affecting the part of the land above described shown so designated "W" in DP 807682.
2/807682	ON	EA		Right of way (terminating on 20-2-2090) affecting the part of the land above described shown so designated "Z" in DP 807682.
3/807682				
202/777886	ON	EA		Right of way (terminating on 20-2-2090) affecting the whole of the land above described shown so designated "Z" in DP 807682.
3/807682	ON	EB		Right of way (terminating on 20-2-2090) appurtenant to the land above described affecting the land designated "W" in DP 807682.
202/777886				
3/807682	UNDR	X	7166734	Caveator consented.
	ON	VA		
	PU)	795D	
	CT			

[illegible]



PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 773353

Registered 10.2.1988

This is sheet 3 of my plan in 4 sheets dated 24.11.1987

W. G. G. G.

Surveyor registered under Surveyors Act 1929.

This is sheet of the plan of Sheets covered by my Certificate No. of

Council Clerk

Signatures and seals only.

DIAGRAM 1
NOT TO SCALE

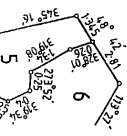


DIAGRAM 2
NOT TO SCALE

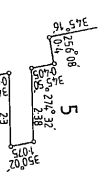
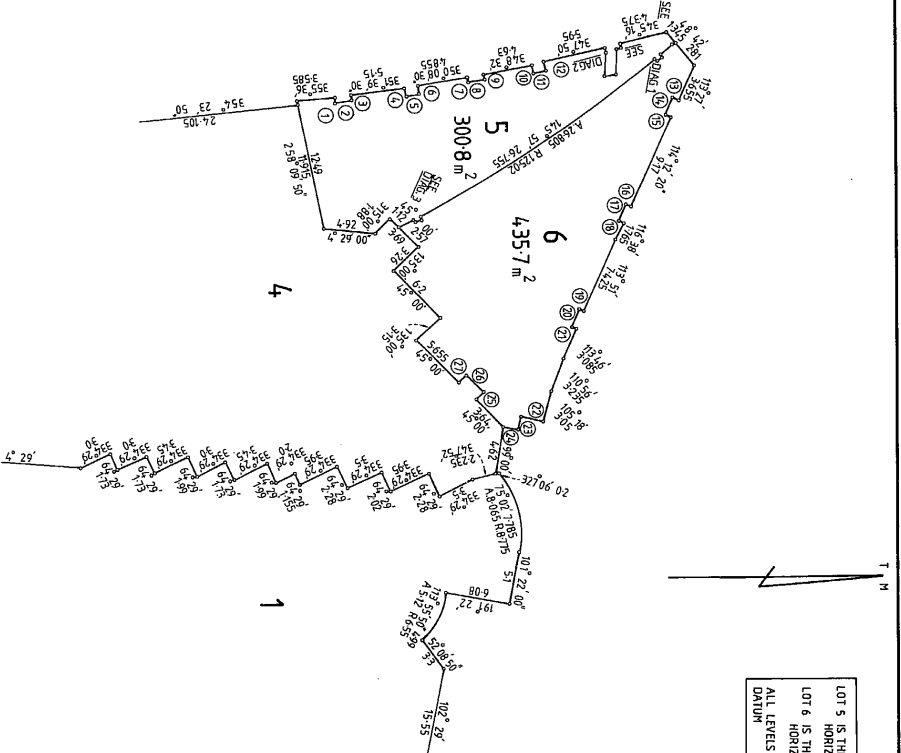
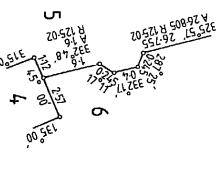


DIAGRAM 3
NOT TO SCALE



LOT 5 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL 2595 AND RL 745
LOT 6 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL 2515 AND RL 782
ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM

NO	BEARING	DISTANCE
1	82° 32'	0.55
2	352° 32'	1.5
3	262° 32'	0.55
4	80° 54'	0.82
5	350° 54'	1.19
6	260° 54'	0.82
7	79° 21'	0.55
8	340° 21'	1.5
9	259° 21'	0.55
10	77° 47'	0.83
11	347° 47'	1.22
12	257° 47'	0.825
13	206° 12'	0.6
14	114° 12'	1.85
15	24° 12'	0.6
16	202° 39'	0.545
17	112° 39'	1.805
18	22° 39'	0.545
19	203° 21'	0.47
20	113° 21'	1.815
21	23° 21'	0.42
22	101° 22'	2.07
23	101° 31'	1.22
24	191° 31'	1.45
25	345° 00'	1.0
26	225° 00'	2.27
27	135° 00'	1.0

Reduction Ratio 1:300
Lengths are in metres

SURVEYOR'S REFERENCE SD 0586



Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 22nd February, 1988

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 773353

Registered: 10.2.1988

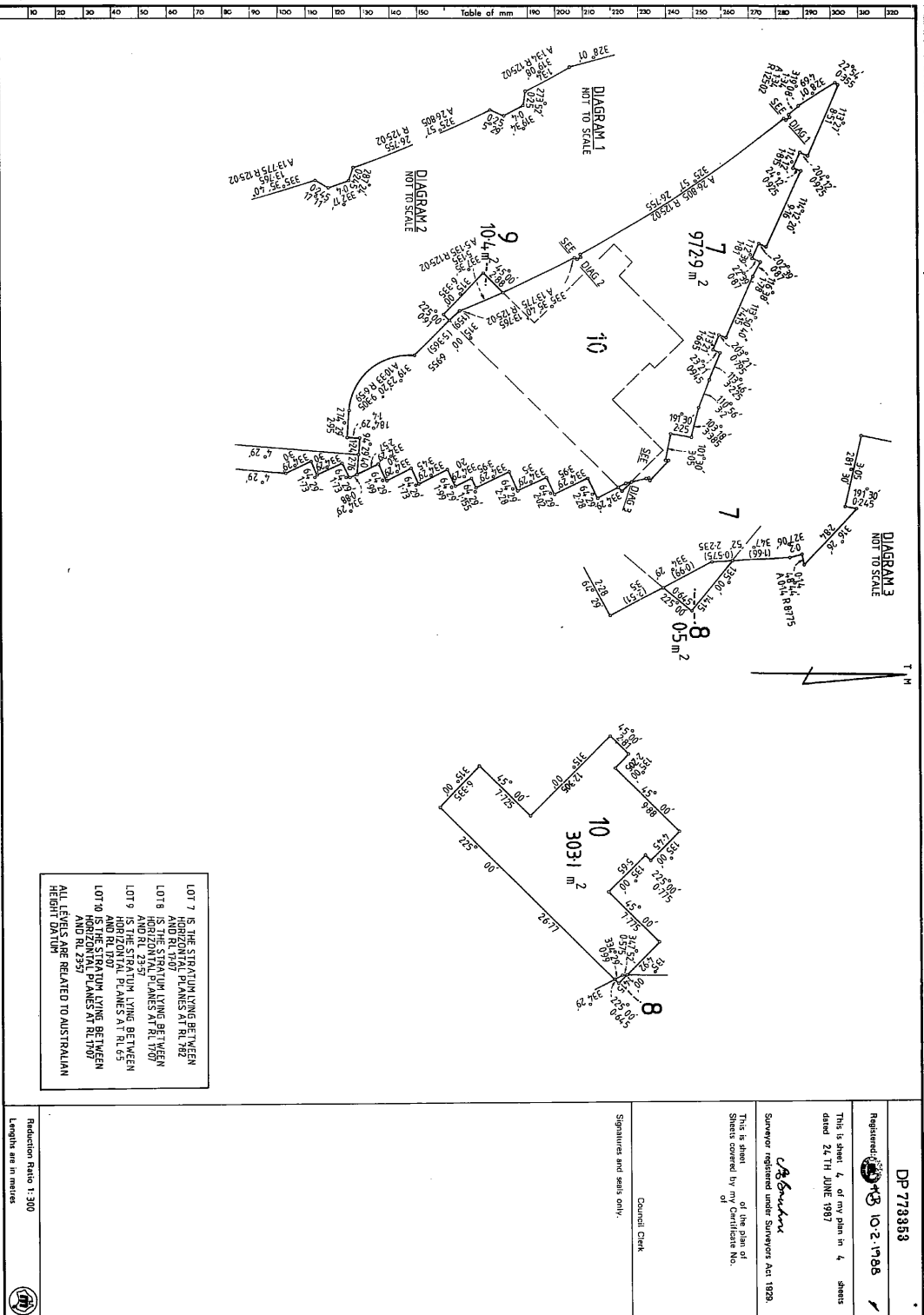
This is sheet 4 of my plan in 4 sheets
dated 24.11.1987

Surveyor registered under Surveyors Act 1928

This sheet of the plan of
Shire covered by my certificate No.

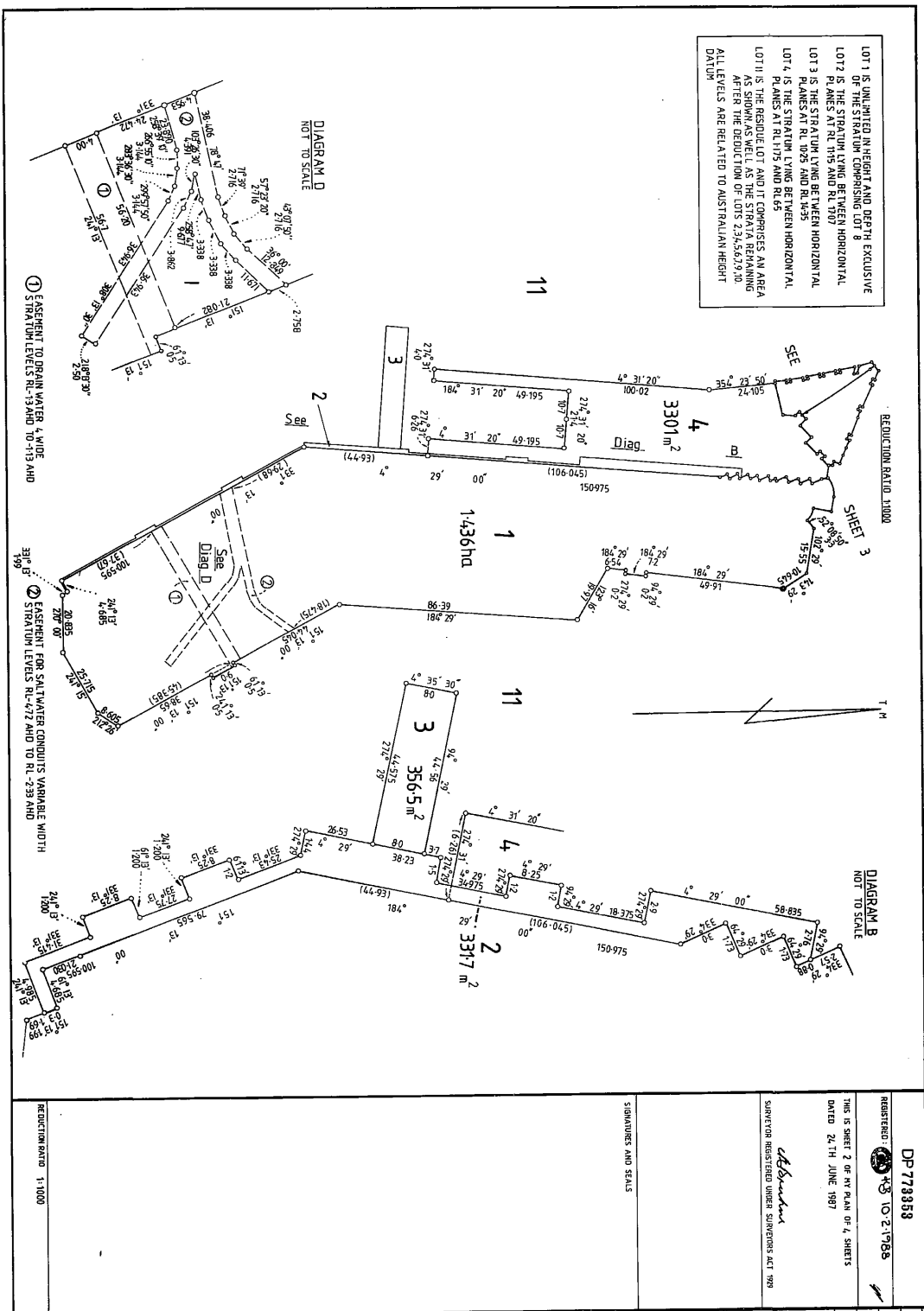
Council Clerk

Signatures and seals only.



This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day
22nd February, 1988

Registered: 1987 4B IO 2-1786 <i>[Signature]</i>	C.A.: _____ Title System: TORRENS AND OLD SYSTEM Purpose: PA 57183, AND SUBDIVISION Ref: MARY PARISH AND CITY OF SPAINISH SH LDI Last Plan: DP 737073	PLAN <h2 style="text-align: center;">SUBDIVISION OF LOT 4 DP739093</h2>	Reduction Ratio: 1:2000 Lengths are in metres.		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 5px;">Managers:</th> <td style="padding: 5px;">SYDNEY</td> </tr> <tr> <th style="text-align: left; padding: 5px;">City:</th> <td style="padding: 5px;"></td> </tr> <tr> <th style="text-align: left; padding: 5px;">Locality:</th> <td style="padding: 5px;">DARLING HARBOUR</td> </tr> <tr> <th style="text-align: left; padding: 5px;">Parish:</th> <td style="padding: 5px;">ST ANDREW</td> </tr> <tr> <th style="text-align: left; padding: 5px;">County:</th> <td style="padding: 5px;">CUMBERLAND</td> </tr> </table> <p>This is sheet 1 of my plan, is 4 sheets.</p> <p>(Circle if applicable).</p> <p>NEVILLE GEORGE BRUNDS</p> <p>of ROCKDALE</p> <p>I, a surveyor, registered under the Surveyors Act, 1928, as amended, hereby certify that the survey represented in this plan was made by me or under my supervision, and that I acquired and has been made 11/3 before 1/21 under my own hand and seal, and that it complies with the provisions of the Public Regulations, 1932, and was completed on 1 January 24TH JUNE 1987.</p> <p>Signed: <i>Neville George Brunds</i></p> <p>Witness: District Clerk of Assizes: A. H. ACT 1936, is awarded State of New South Wales. Signed on either 11 or 12 March 20th of survey, at to 1987.</p>	Managers:	SYDNEY	City:		Locality:	DARLING HARBOUR	Parish:	ST ANDREW	County:	CUMBERLAND
Managers:	SYDNEY														
City:															
Locality:	DARLING HARBOUR														
Parish:	ST ANDREW														
County:	CUMBERLAND														
<p>Paid for use only for statements of intention to dedicate public road or to create public reserve, drainage reserves, easements or restrictions etc to users.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1978AS AMENDED, IT IS INTENDED TO CREATE :</p> <ul style="list-style-type: none"> ① EASEMENT TO DRAIN WATER & WIDE ACCESSION LEVELS -13'40" TO -13'10" ② EASEMENT FOR SALT WATER CONTIGUOUS VARIABLE WIDTH AT STATION LEVELS -4'72 AND TO -2'39 AND 															



PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 773353

Registered 10.2.1988

This is sheet 3 of my plan in 4 sheets dated 24.11.1987

W. G. G. G.

Surveyor registered under Surveyors Act 1928.

This is sheet of the plan of Sheets covered by my Certificate No. of

Council Clerk

Signatures and seals only.

DIAGRAM 1
NOT TO SCALE

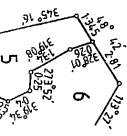


DIAGRAM 2
NOT TO SCALE

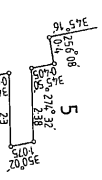
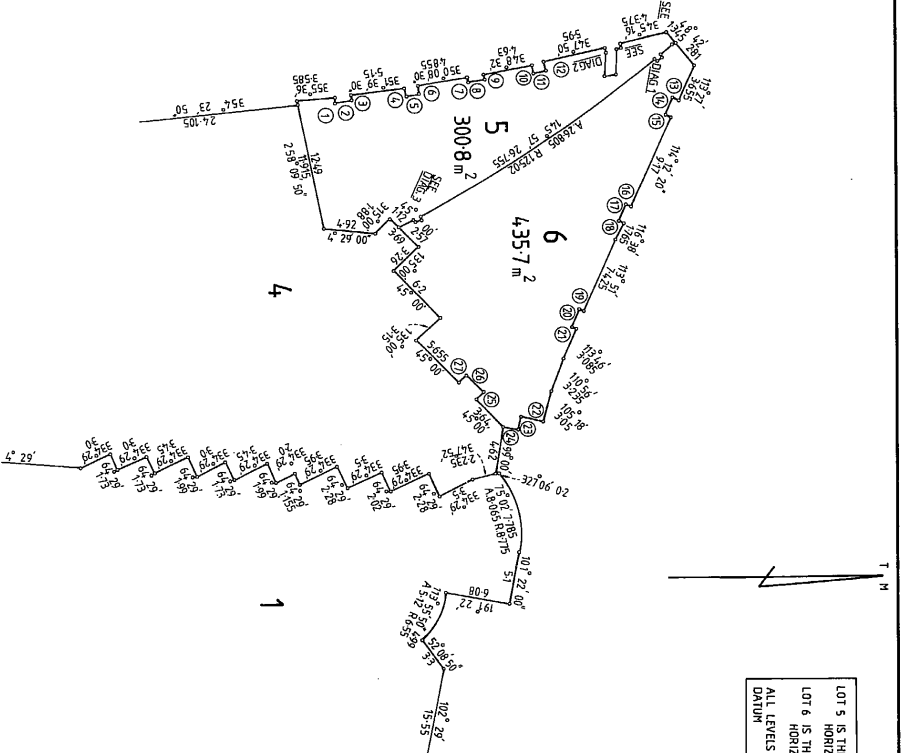
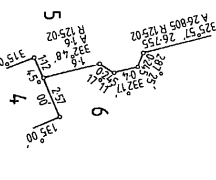


DIAGRAM 3
NOT TO SCALE



LOT 5 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL 2595 AND RL 745
LOT 6 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL 2515 AND RL 782
ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM

NO	BEARING	DISTANCE
1	82° 32'	0.55
2	352° 32'	1.5
3	262° 32'	0.55
4	80° 54'	0.82
5	350° 54'	1.19
6	260° 54'	0.82
7	79° 21'	0.55
8	340° 21'	1.5
9	259° 21'	0.55
10	77° 47'	0.83
11	347° 47'	1.22
12	257° 47'	0.825
13	206° 12'	0.6
14	114° 12'	1.85
15	24° 12'	0.6
16	202° 39'	0.545
17	112° 39'	1.805
18	22° 39'	0.545
19	203° 21'	0.47
20	113° 21'	1.815
21	23° 21'	0.42
22	101° 22'	2.07
23	101° 31'	1.22
24	191° 31'	1.45
25	345° 00'	1.0
26	225° 00'	2.27
27	135° 00'	1.0

Reduction Ratio 1:300
Lengths are in metres

SURVEYOR'S REFERENCE SD 0586



Plan Drawing only to appear in this space

Table of mm 10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 22nd February, 1988



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 773353

Registered: 10/2/1988

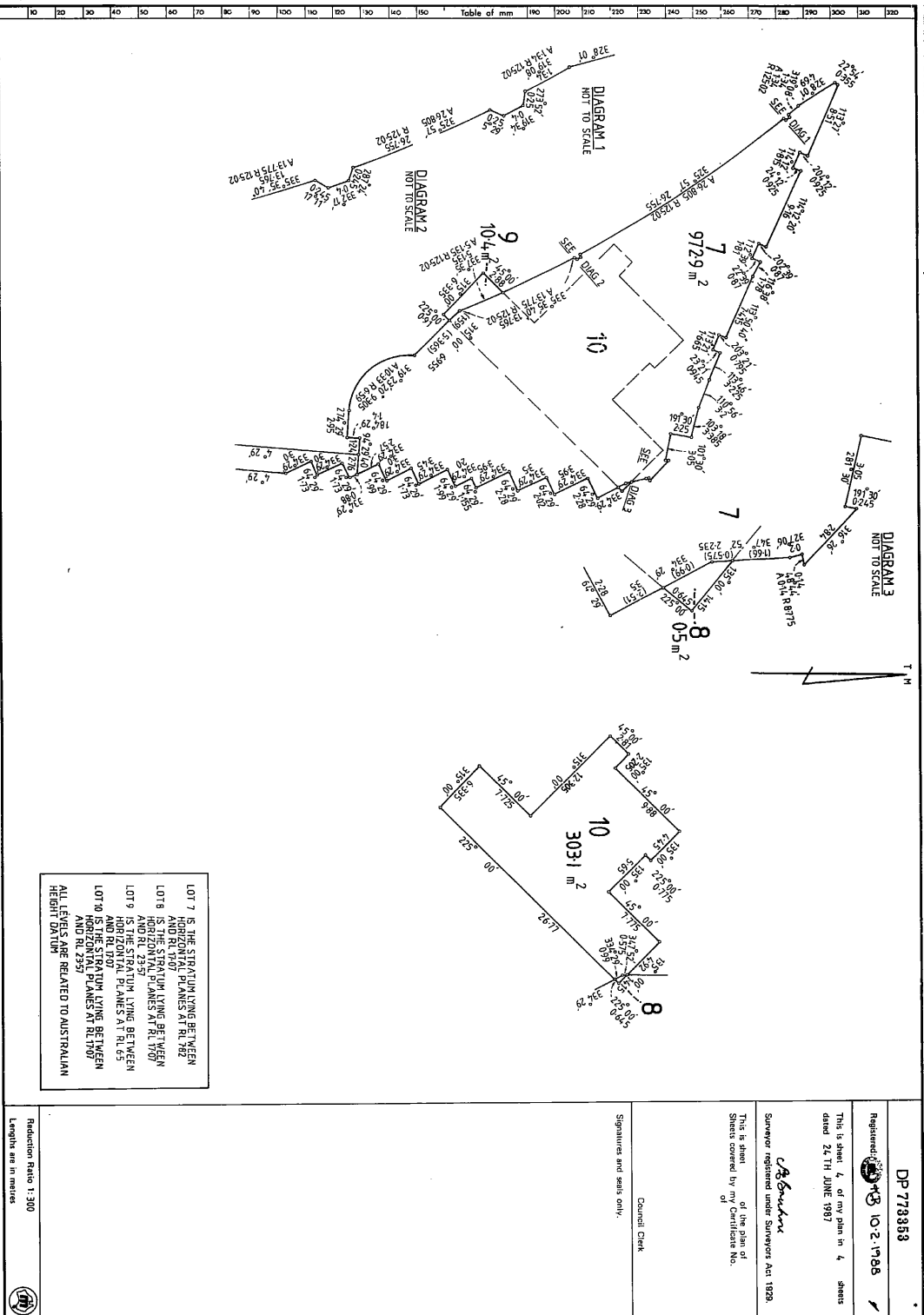
This is sheet 4 of my plan in 4 sheets
dated 24/11/2016 1987

Surveyor registered under Surveyors Act 1928

This sheet of the plan of
Shire covered by my certificate No.

Council Clerk

Signatures and seals only.



This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day
22nd February, 1988

Crown Lands Office Approval

APPROVED	Authorised Officer
Land District	
Paper No.	
Field Book	pages

the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and the requirements of section 248 of the Metropolitan Water, Sewerage and Drainage Act, 1938, as amended. Districts which have been complied with by the applicant in relation to the "new road" subdivision or consolidation for sewerage

part of certificate to be deleted where the application is only for a dedicated lot or the opening of a new road or where the land to be dedicated is wholly outside the areas of operations of the Metropolitan Sewerage and Drainage Board and the Hunter District Water

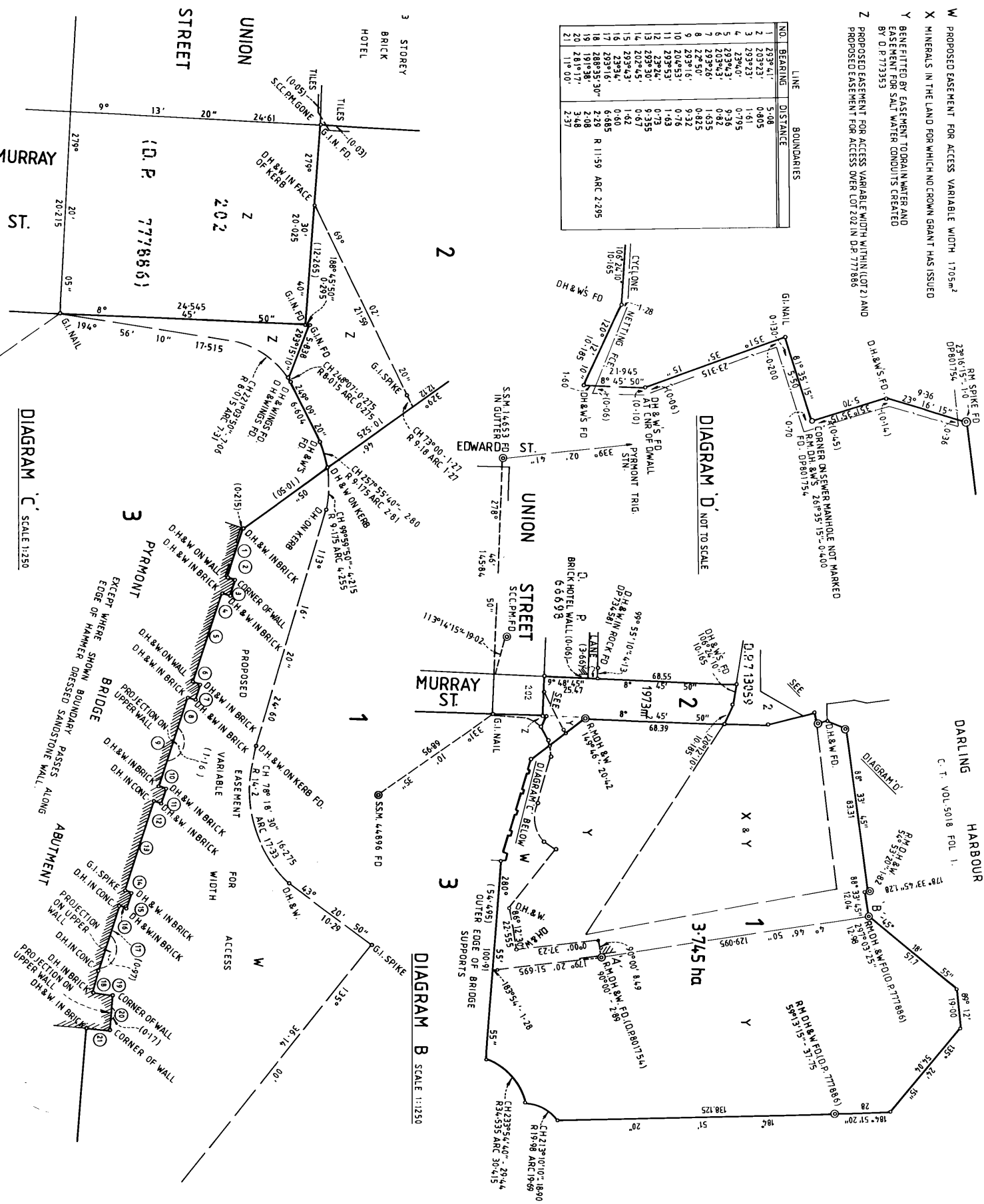


W	PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH 1705 m ²
X	MINERALS IN THE LAND FOR WHICH NO CROWN GRANT HAS ISSUED
Y	BENEFITED BY EASEMENT TO DRAIN WATER AND EASEMENT FOR SALT WATER CONDUITS CREATED BY D.P. 773353
Z	PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH WITHIN LOT 21 AND PROPOSED EASEMENT FOR ACCESS OVER LOT 202 IN D.P. 777886 AND WITHIN LOT 1

<p>DP 807682</p>	
<p>Registered: SH 182 1991</p>	<p>C.A. _____</p>
<p>Title System: TORENS</p>	<p>Purpose: SUBDIVISION</p>
<p>Rel. Map: PARISH * ROLL PLAN 198 (DP 776615*)</p>	<p>Last Plan: DP 801754, DP 801770</p>
<p>PLAN OF SUBDIVISION OF LOT 301 & 302 IN DP 801754 AND LOT 23 IN DP 801770.</p>	<p>Lengths are in metres. Reduction Ratio 1: 2000</p>
<p>Main-shore City: SYDNEY</p>	<p>Locality: DARLING HARBOUR</p>
<p>Parish: ST. ANDREW</p>	<p>County: CUMBERLAND</p>
<p>This is sheet 1 of my plan in 3 sheets (Delete if inapplicable).</p>	<p>1. NEVILL, G. BRUNN. of 5/5, KING ST. ROCKDALE</p>
<p>a survey registered under the Surveys Act, 1920 as plan AS REGARDS LOTS 1 & 2.</p>	<p>is accurate and has been made in accordance with the Survey Practice Regulations, 1923 and any special requirements of the Department of Lands, and was completed on _____</p>
<p>Signature <i>G. Brunns</i> Surveyor registered under the Surveys Act, 1920, as amended. Insert date of survey. 21-12-90</p>	<p>Plans used in preparation of survey/compilation: DP 713059 DP 7254561 DP 777886 DP 801754 DP 801770 DP 787105</p>
<p>PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.</p>	

- W PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH 1705m²
- X MINERALS IN THE LAND FOR WHICH NO CROWN GRANT HAS ISSUED
- Y BENEFITTED BY EASEMENT TO DRAIN WATER AND EASEMENT FOR SALT WATER CONDUITS CREATED BY D P 773953
- Z PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH WITHIN LOT 21 AND PROPOSED EASEMENT FOR ACCESS OVER LOT 202 IN DP 777886

LINE	NO.	BEARING	DISTANCE
1	1	293°41'	5.08
	2	203°23'	0.805
2	3	293°23'	1.61
	4	293°40'	0.795
3	5	293°43'	0.936
	6	203°43'	0.82
4	7	293°26'	1.635
	8	293°50'	0.825
5	9	293°16'	0.932
	10	206°53'	0.76
6	11	293°53'	1.63
	12	293°24'	0.755
7	13	293°30'	0.935
	14	202°45'	0.67
8	15	293°43'	1.62
	16	293°16'	0.805
9	17	293°16'	0.805
	18	206°53°30'	2.28
10	19	293°17'	2.08
	20	293°17'	2.08
11	21	11°00'	2.37
	22	11°00'	2.37



3 STOREY BRICK HOTEL

(D.P. 777886)

202

MURRAY ST.

2

EDWARD ST.

UNION STREET

MURRAY ST.

1

3

DIAGRAM B SCALE 1:1250

DIAGRAM D NOT TO SCALE

DIAGRAM C SCALE 1:250

DARLING HARBOUR
C.T. VOL.5018 FOL.1.

3.745 ha

Registered: SH 1821991

DP 807682

This is sheet 2 of my plan in 3 sheets dated 21/12/1990

Surveyor registered under Surveyors Act 1929

This is sheet 2 of my plan in 3 sheets covered by my Certificate No. 01

Council Clerk

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

Reduction Ratio 1:1

Surveyor's Reference: SD 10656

BOUNDARY				LINES FOR SHEET 1				CHORD LINES FOR SHEET 1				
LINE NO.	BEARING	DISTANCE		LINE NO.	BEARING	DISTANCE		LINE NO.	BEARING	DISTANCE	ARC	RADIUS
1	84° 39' 00"	9.795		51	94° 29' 00"	0.200		8	177° 49' 10"	12.780	12.780	529.190
2	118° 48' 20"	1.135		52	184° 29' 00"	6.540		9	180° 59' 50"	75.250	75.274	867.400
3	249° 00' 30"	13.360		53	123° 16' 00"	19.970		10	187° 13' 30"	42.755	42.785	327.890
4	155° 08' 20"	28.395		54	61° 13' 00"	0.500		11	191° 27' 10"	20.005	20.005	1158.500
5	20° 34' 55"	6.005		55	151° 13' 00"	9.000		42	74° 24' 00"	7.955	8.258	8.755
6	119° 28' 15"	4.985		56	241° 13' 00"	0.500		45	113° 55' 50"	4.990	5.119	6.550
7	86° 37' 10"	34.885		57	212° 26' 00"	8.605						
8	SEE CHORD SCHEDULE			58	241° 15' 00"	25.715						
9	"	"		59	270° 00' 00"	20.835						
10	"	"		60	331° 13' 00"	1.990						
11	"	"		61	261° 13' 00"	4.685						
12	273° 15' 20"	19.790		62	274° 31' 00"	6.535						
13	191° 37' 30"	3.150		63	274° 31' 20"	20.860						
14	281° 37' 30"	0.855		64	274° 31' 00"	4.250						
15	191° 37' 30"	12.900		65	354° 23' 50"	24.105						
16	101° 37' 30"	0.855		66	258° 09' 50"	0.575						
17	191° 37' 30"	4.865		67	355° 36' 00"	3.585						
18	281° 37' 30"	3.540		68	82° 32' 00"	0.550						
19	11° 37' 30"	2.915		69	352° 32' 00"	1.500						
20	281° 37' 30"	25.605		70	262° 32' 00"	0.550						
21	281° 37' 30"	12.000		71	351° 39' 30"	5.150						
22	101° 37' 50"	12.000		72	80° 54' 00"	0.820						
23	101° 37' 50"	34.34		73	350° 54' 00"	1.190						
24	191° 32' 50"	7.980		74	260° 54' 00"	0.820						
25	224° 25' 40"	16.020		75	350° 08' 30"	4.855						
26	318° 14' 50"	4.235		76	79° 21' 00"	0.550						
27	228° 14' 50"	8.215		77	349° 21' 00"	1.500						
28	138° 14' 50"	2.025		78	259° 21' 00"	0.550						
29	233° 25' 10"	21.125		79	348° 32' 00"	4.630						
30	240° 33' 50"	21.125		80	77° 41' 00"	0.830						
31	282° 13' 35"	24.410		81	347° 41' 00"	1.220						
32	290° 28' 00"	24.410		82	257° 41' 00"	0.825						
33	298° 42' 45"	24.410		83	347° 50' 00"	5.950						
34	306° 57' 20"	24.410		84	95° 48' 00"	0.325						
35	315° 11' 50"	24.410		85	347° 15' 00"	0.055						
36	323° 26' 25"	24.410		86	92° 26' 00"	2.300						
37	329° 14' 35"	20.215		87	350° 02' 00"	1.075						
38	64° 25' 25"	17.205		88	274° 32' 00"	2.380						
39	9° 40' 10"	17.595		89	345° 50' 00"	0.405						
40	191° 31' 00"	1.450		90	256° 08' 00"	0.400						
41	99° 00' 00"	4.365		91	345° 16' 00"	4.375						
42	SEE CHORD SCHEDULE			92	48° 42' 00"	4.155						
43	101° 22' 00"	5.10		93	113° 27' 00"	3.655						
44	191° 21' 00"	6.080		94	206° 12' 00"	0.600						
45	SEE CHORD SCHEDULE			95	114° 12' 00"	1.815						
46	52° 09' 00"	3.300		96	261° 12' 00"	0.600						
47	102° 29' 00"	15.550		97	114° 12' 20"	9.170						
48	143° 29' 00"	10.650		98	202° 39' 00"	0.545						
49	94° 29' 00"	0.200		99	112° 39' 00"	1.805						
50	184° 29' 00"	7.200		100	27° 39' 00"	0.545						

DP 836419

Registered 31-1-1994

This is sheet 3 of my plan in 12 sheets
dated 14th June 1991

Surveyor registered under Surveyors Act 1989

This is sheet 3 of my plan in 12 sheets
dated 14th June 1991

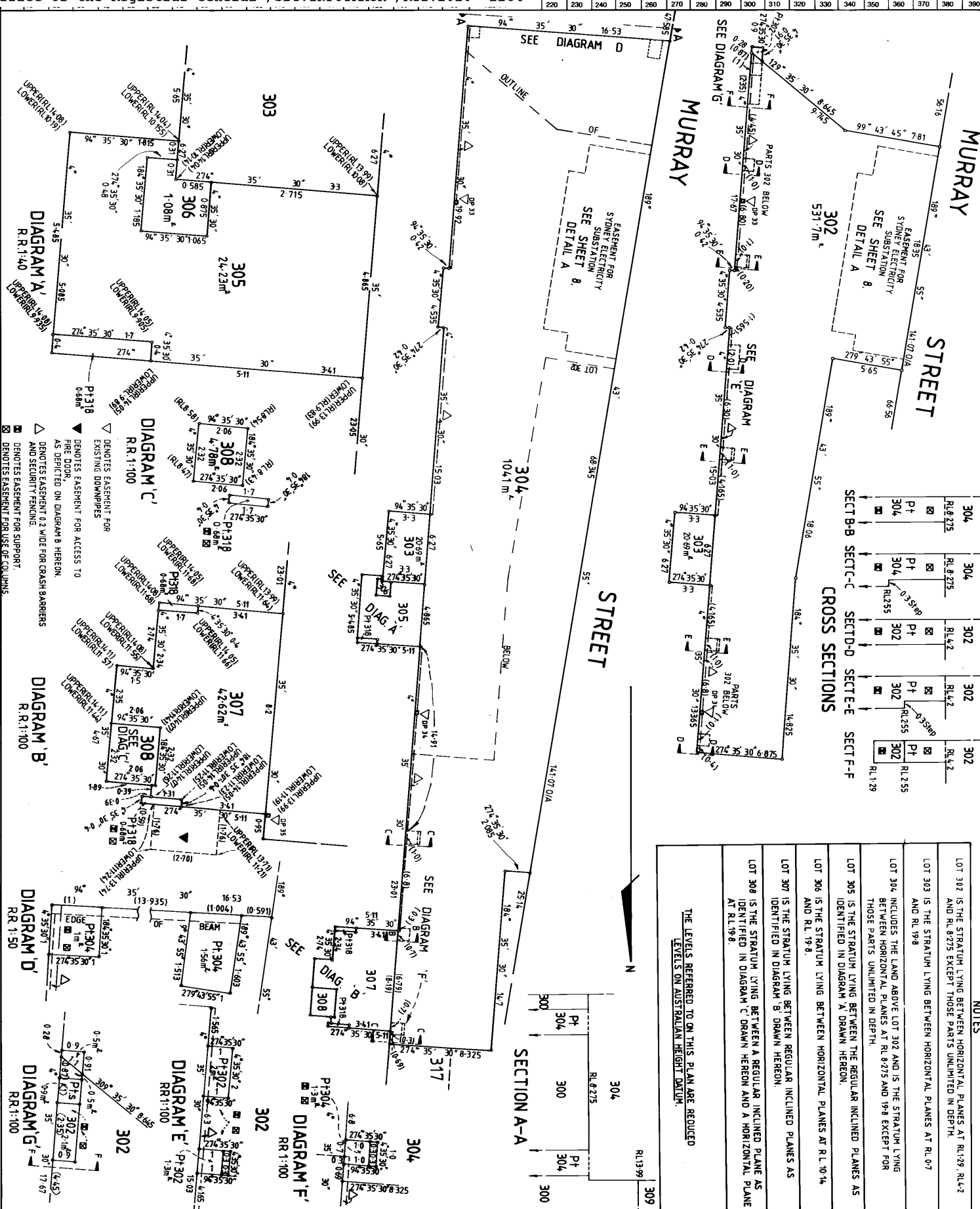
Council Clerk

For use where space is insufficient in any plan on Plan Form 2.

NOTES

- LOT 302 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL.179, RL.4.2 AND RL.8.275 EXCEPT THOSE PARTS UNLIMITED IN DEPTH.
- LOT 303 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL.0.7 AND RL.19.8
- LOT 304 INCLUDES THE LAND ABOVE LOT 302 AND IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL.8.275 AND 19.8 EXCEPT FOR THOSE PARTS UNLIMITED IN DEPTH.
- LOT 305 IS THE STRATUM LYING BETWEEN THE REGULAR INCLINED PLANES AS IDENTIFIED IN DIAGRAM A DRAWN HEREON.
- LOT 306 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL.10.14 AND RL.19.8.
- LOT 307 IS THE STRATUM LYING BETWEEN REGULAR INCLINED PLANES AS IDENTIFIED IN DIAGRAM B DRAWN HEREON.
- LOT 308 IS THE STRATUM LYING BETWEEN A REGULAR INCLINED PLANE AS IDENTIFIED IN DIAGRAM C DRAWN HEREON AND A HORIZONTAL PLANE AT RL.19.8.

THE LEVELS REFERRED TO ON THIS PLAN ARE REDUCED LEVELS ON AUSTRALIAN HEIGHT DATUM.



Plan Drawing only to appear in this space

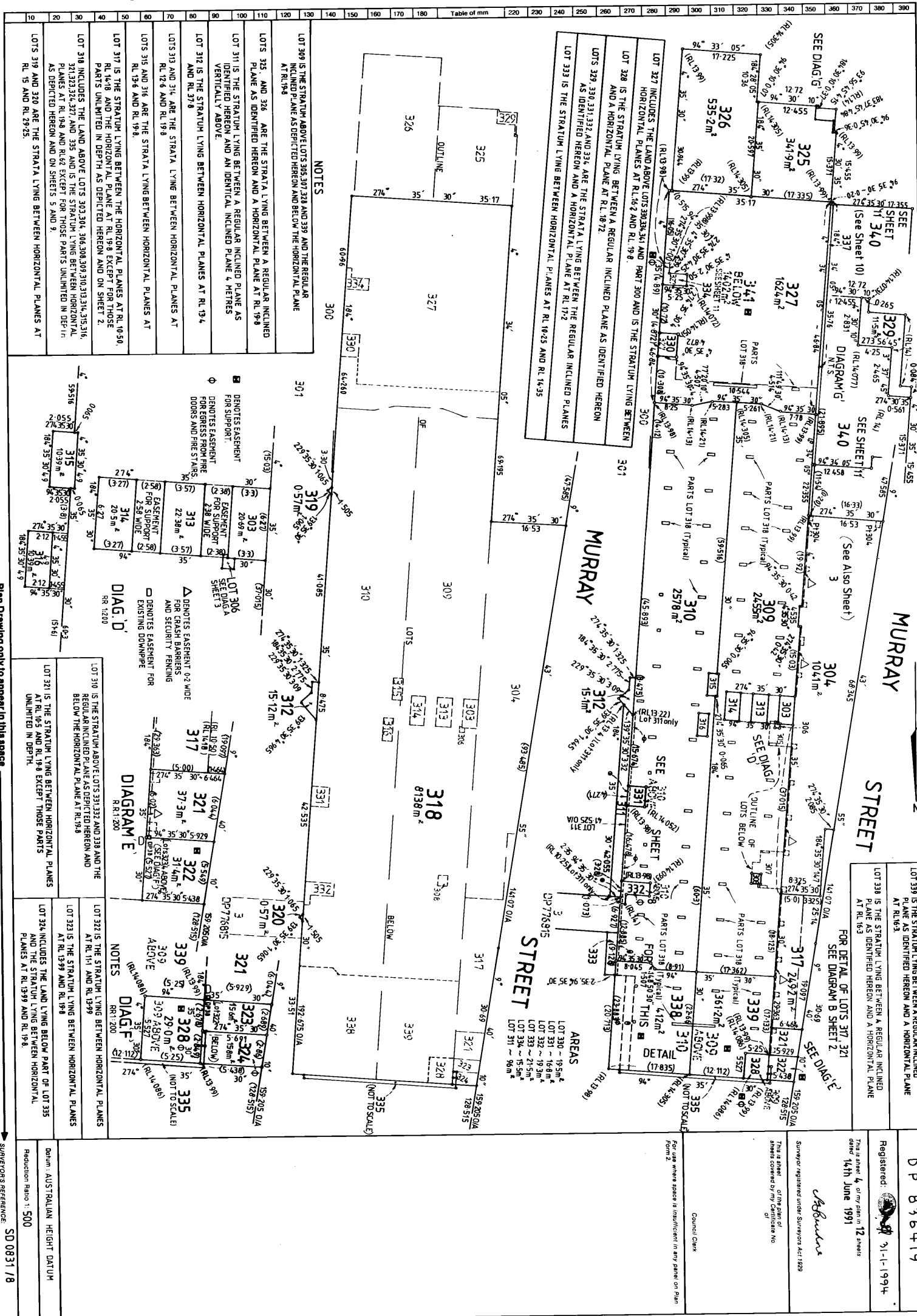
Supervisor's Reference: SDO831/8

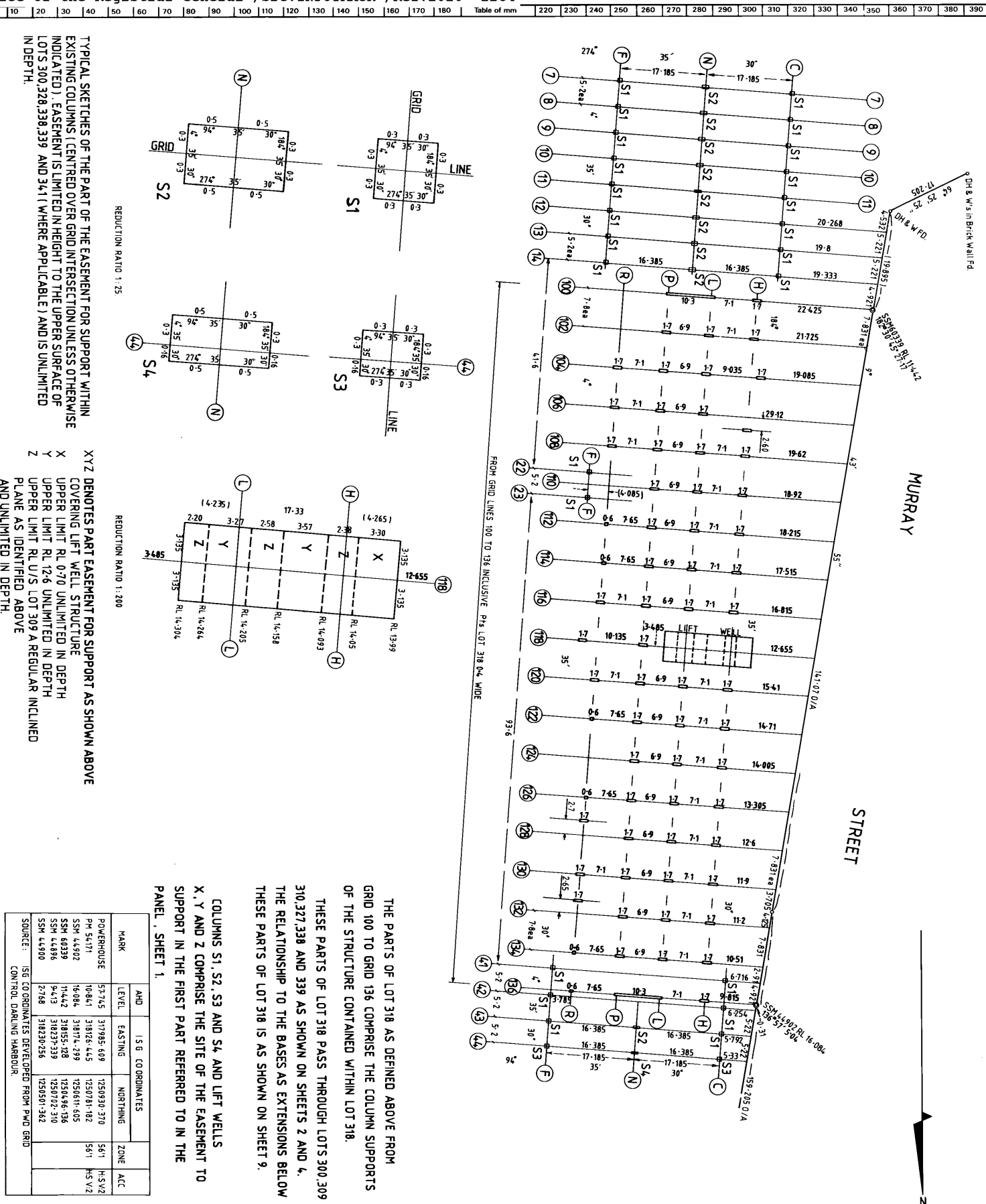
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY





TYPICAL SKETCHES OF THE PART OF THE EASEMENT FOR SUPPORT WITHIN EXISTING COLUMNS (CENTRED OVER GRID INTERSECTION UNLESS OTHERWISE INDICATED). EASEMENT IS LIMITED IN HEIGHT TO THE UPPER SURFACE OF LOTS 300,328,338,339 AND 341 (WHERE APPLICABLE) AND IS UNLIMITED IN DEPTH.

REDUCTION RATIO 1:25

REDUCTION RATIO 1:200

XYZ DENOTES PART EASEMENT FOR SUPPORT AS SHOWN ABOVE
COVERING LIFT WELL STRUCTURE
X UPPER LIMIT RL 0.70 UNLIMITED IN DEPTH
Y UPPER LIMIT RL 12.6 UNLIMITED IN DEPTH
Z UPPER LIMIT RL U/S LOT 309 A REGULAR INCLINED PLANE AS IDENTIFIED ABOVE
AND UNLIMITED IN DEPTH.

THE PARTS OF LOT 318 AS DEFINED ABOVE FROM GRID 100 TO GRID 136 COMPRISE THE COLUMN SUPPORTS OF THE STRUCTURE CONTAINED WITHIN LOT 318.

THESE PARTS OF LOT 318 PASS THROUGH LOTS 300,309,310,327,338 AND 339 AS SHOWN ON SHEETS 2 AND 4. THE RELATIONSHIP TO THE BASES AS EXTENSIONS BELOW THESE PARTS OF LOT 318 IS AS SHOWN ON SHEET 9.

COLUMNS S1, S2, S3 AND S4 AND LIFT WELLS X, Y AND Z COMPRISE THE SITE OF THE EASEMENT TO SUPPORT IN THE FIRST PART REFERRED TO IN THE PANEL, SHEET 1.

MARK	AND	LEVEL	EASTING	NORTHING	ZONE	A/C
POWERHOUSE	57.765	317985.609	7250930.370	1561	H.S.V.2	
PM 54.171	106.41	318126.445	7250781.482	1561	H.S.V.2	
SSM 44.902	16.084	318174.799	7250611.605	1561	H.S.V.2	
SSM 60.339	114.442	318155.208	7250496.186	1561	H.S.V.2	
SSM 44.936	94.73	318237.339	7250702.310	1561	H.S.V.2	
SSM 44.900	2.768	318230.256	7250501.362	1561	H.S.V.2	

SOURCE: 1:50 COORDINATES DEVELOPED FROM PWD GRID CONTROL DARTING HARBOR.

DP 836419	Registered 31-1-1994	This is sheet 5 of my plan in 12 sheets dated 14th June 1991	Surveyor registered under Surveyors Act 1929	This is sheet 5 of my plan in 12 sheets covered by my Certificate No. 10	For use where space is insufficient in any panel on Plan Form 2	Council Clerk	Reduction Ratio 1:500	DAIUM: AUSTRALIAN HEIGHT DATUM.	SURVEYOR'S REFERENCE: SD 0831 / 8
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D P 836419

Registered: 31-1-1994

This is sheet 5 of my plan in 12 sheets dated 14th June 1991

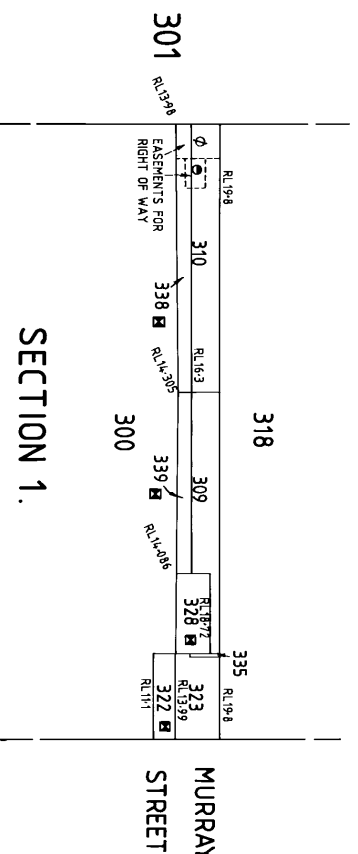
Surveyor registered under Surveyors Act 1928

This is sheet 5 of my plan of areas covered by my Certificate No. of

Council Clerk

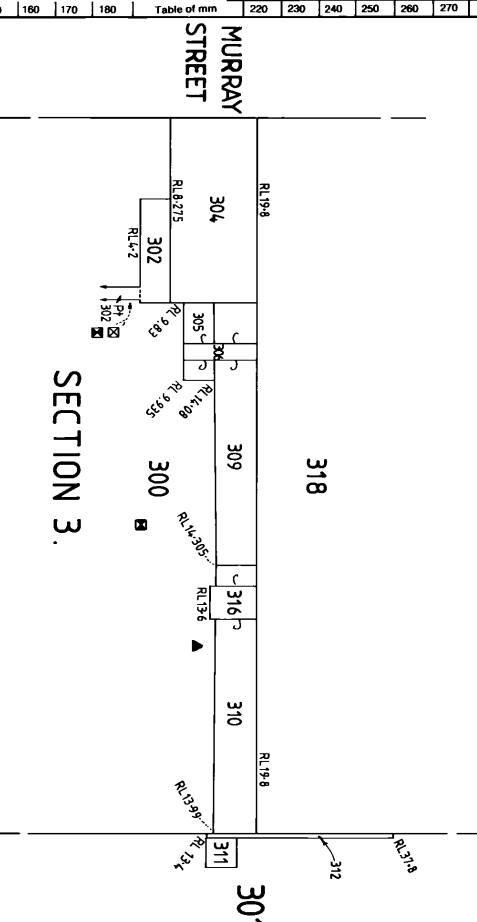
For use where space is insufficient in any panel on Plan Form 2

SECTION 2.

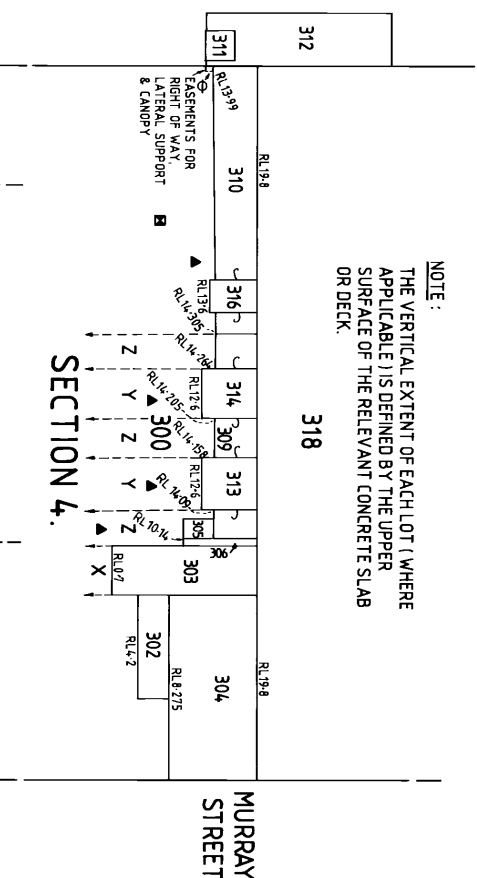


NOTE:
THE VERTICAL EXTENT OF EACH LOT (WHERE APPLICABLE) IS DEFINED BY THE UPPER SURFACE OF THE RELEVANT CONCRETE SLAB OR DECK.

SECTION 3.



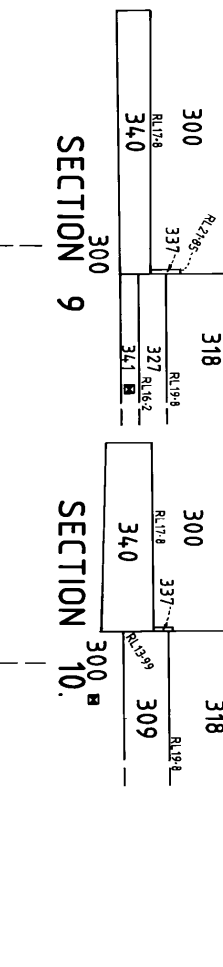
SECTION 4.



- DENOTES EASEMENT FOR SUPPORT
- ▲ DENOTES EASEMENT FOR ACCESS AND MAINTENANCE
- DENOTES EASEMENT FOR SUPPORT
- DENOTES EASEMENT FOR USE OF COLUMNS

SECTION 9

SECTION 10.

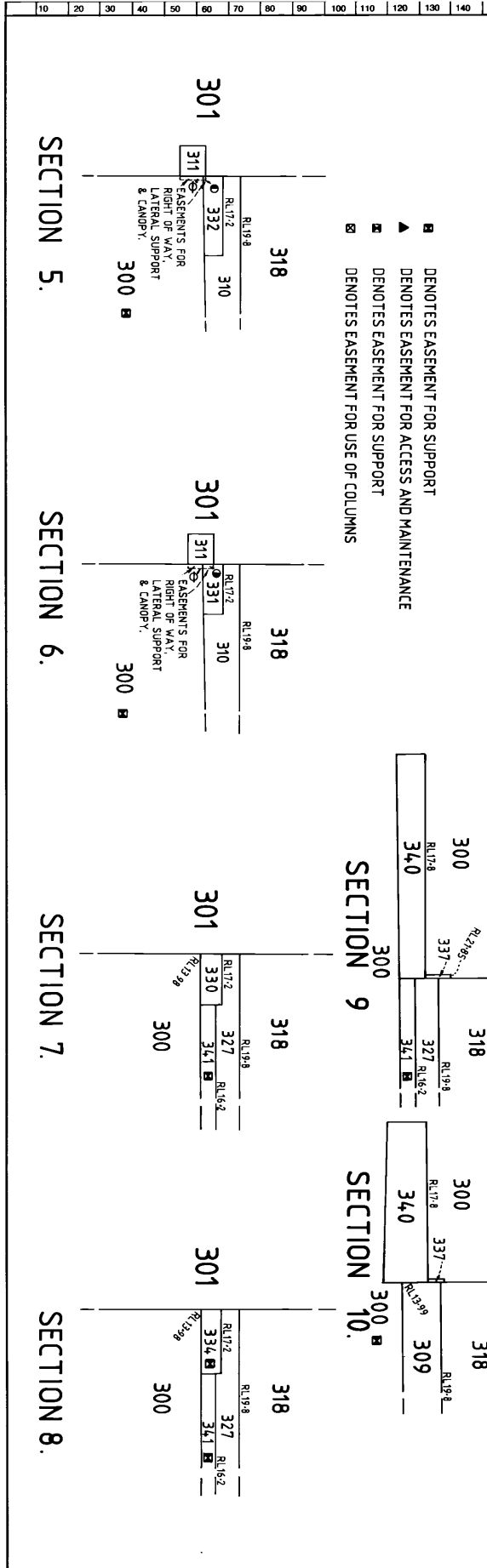


SECTION 5.

SECTION 6.

SECTION 7.

SECTION 8.



Datum: AUSTRALIAN HEIGHT DATUM.
Reduction Ratio: 1:250 HOR. 1:500 VERT.

SURVEYOR'S REFERENCE: SD 0631 / 8

DP 836419

Registered: 31-1-1994

This is sheet 7 of my plan in 12 sheets
dated 14th June 1991

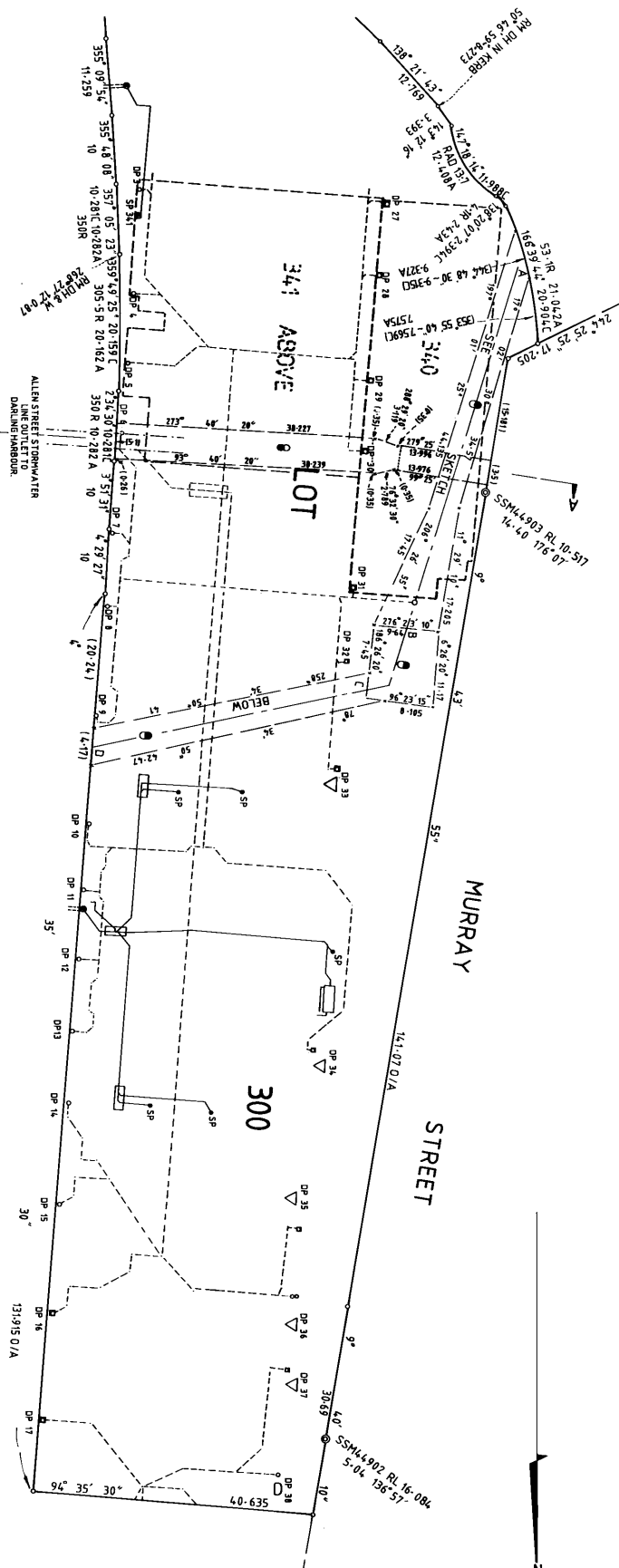
Chas Burrows

Surveyor registered under Surveyors Act 1939

This is sheet 7 of my plan in 12 sheets
dated 14th June 1991

Council Clerk

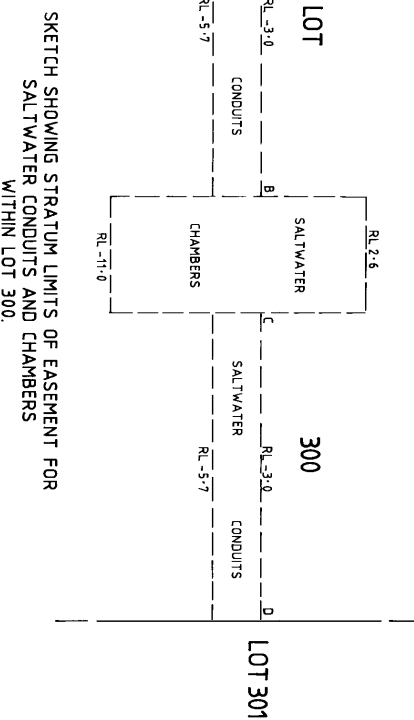
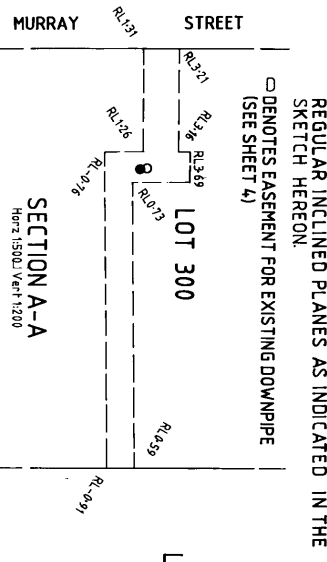
For use where space is insufficient in any panel on Plan Form 2.



SKETCH SHOWING APPROXIMATE POSITIONS OF
EXISTING WATER DRAIN PIPES & SEWAGE DRAIN
PIPES WITHIN LOTS 300, 340 AND 341.

- LEGEND
- DP o Vertical Water Drain Pipe.
 - Water Drain Pipe.
 - SP o Sewage Drain Pipe.
 - SP o Vertical Sewer Drain Pipe.
 - Sever Manhole and Water Board Main

- DENOTES EASEMENT FOR EXISTING SALTWATER CONDUITS AND CHAMBERS VARIABLE WIDTH AND LOCATED BETWEEN HORIZONTAL PLANES AS INDICATED IN THE SKETCH HEREON.
- ▽ DENOTES EASEMENT FOR EXISTING DOWNPIPES (SEE SHEETS 2 AND 3)
- DENOTES PROPOSED EASEMENT FOR STORMWATER DRAINAGE PURPOSES OF VARIABLE WIDTH BETWEEN REGULAR INCLINED PLANES AS INDICATED IN THE SKETCH HEREON.
- DENOTES EASEMENT FOR EXISTING DOWNPIPE (SEE SHEET 4)

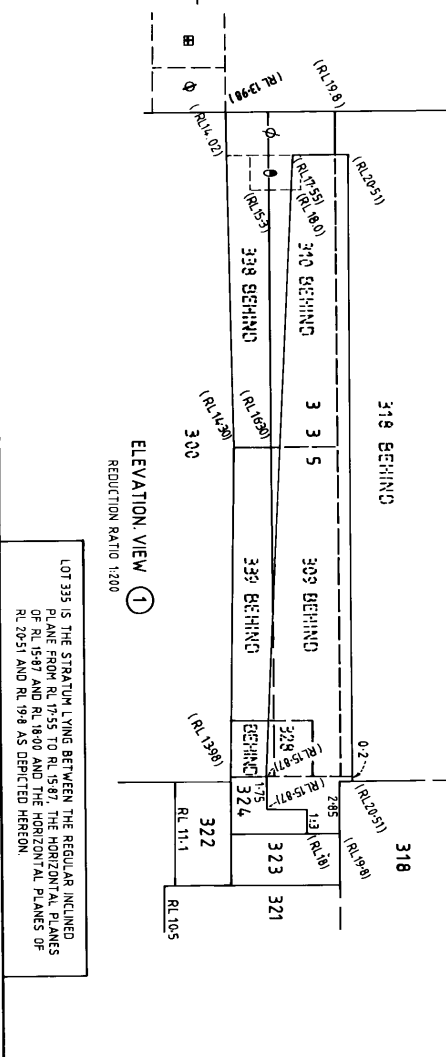
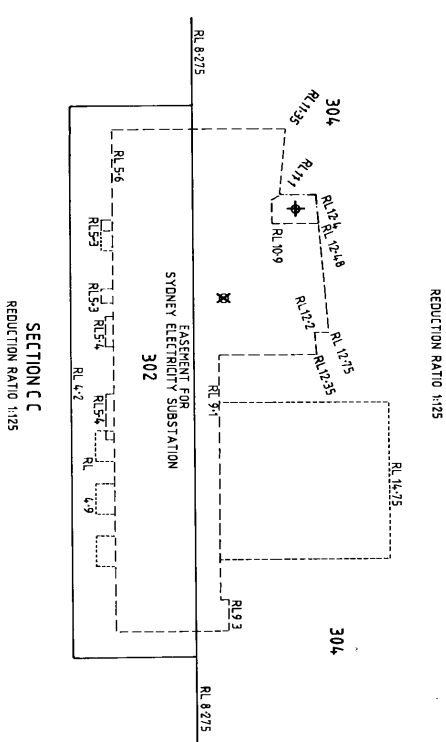
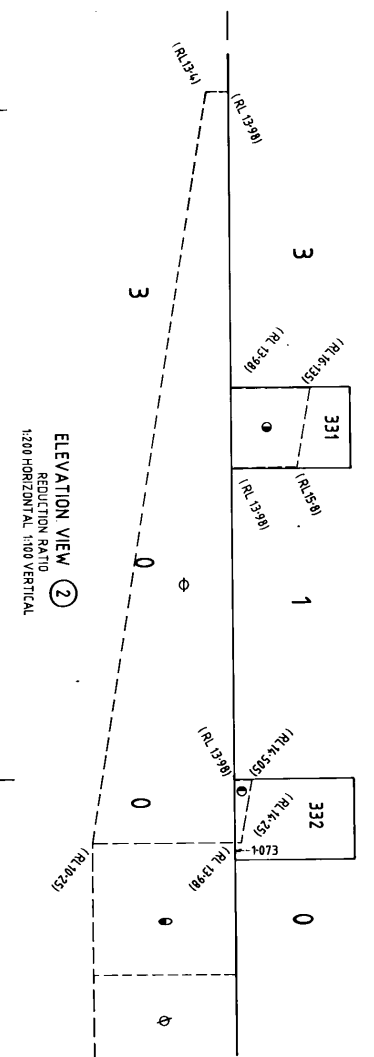
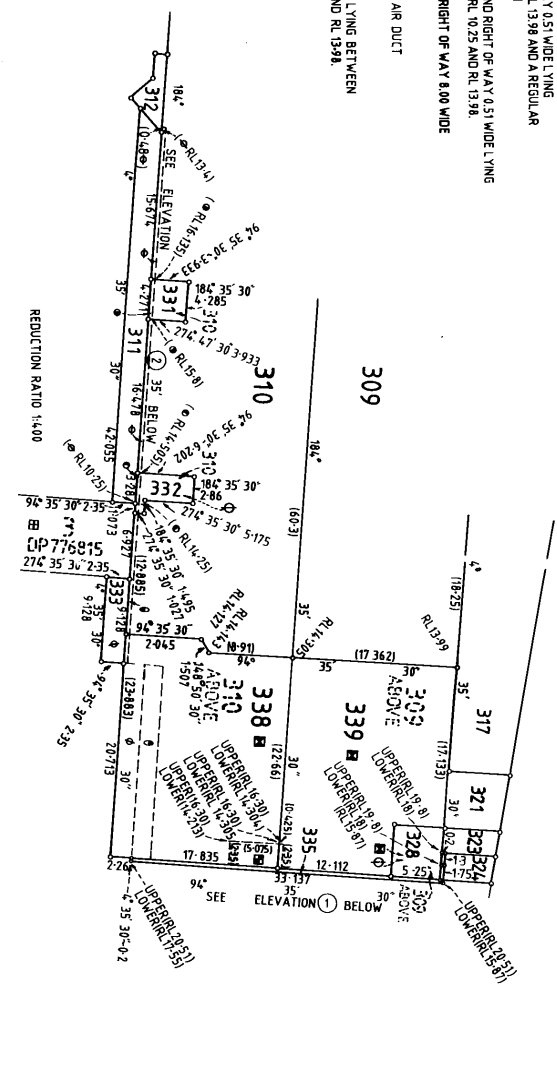


Reduction Ratio 1:500

DATE: AUSTRALIAN HEIGHT DATUM.

SURVEYOR'S REFERENCE: SD 0831 / 8

■ DENOTES EASEMENT FOR SUPPORT.
Φ DENOTES EASEMENT FOR EGRESS FROM FIRE DOORS AND FIRE STAIRS.



SURVEYOR'S REFERENCE: 0831/8

This is sheet ⁸ of my plan in ¹² sheets
dated 14th June 1991

Agnes

Registered under Surveyors Act

This is sheet _____ of the plan of _____ sheets covered by my Certificate No. _____ of _____

Council Clerk

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

PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919 AS AMENDED
IT IS INTENDED TO CREATE :-

⑧ RIGHT OF WAY 4' WIDE (SEE SHEET 11)

⑨ RIGHT OF WAY 3.25' WIDE (SEE SHEET 11)

⑩ EASEMENT FOR SUPPORT (SEE SHEETS 3.6,

⑪ RIGHT OF WAY 2-35 WIDE (SEE SHEET 8)

⑫ RIGHT OF WAY 1-9 WIDE (SEE SHEET 8)

⑬ RIGHT OF WAY 2-26 WIDE (SEE SHEET 8)

④ EASEMENT FOR CANOPY, LATERAL
SUPPORT AND RIGHT OF WAY (SHEET 8)

⑮ EASEMENT IN GROSS FOR SUBSTATION
(SHEET 8)

⑯ EASEMENT FOR USE OF COLUMNS

(SEE SHEETS 2,3,6 AND 9)

⑪ EASEMENT FOR EXHAUST AIR DUCT (SEE SHEET 8)

18 EASEMENT 0-20 WIDE FOR CRASH BARRIERS AND SECURITY FENCING.

(SEE SHEETS 2,3 AND 4.)

20 EASEMENT FOR ACCESS TO FIRE DOOR

(SEE SHEET 3)

21 EASEMENT FOR EXHAUST AIR

DUCTS (SEE SHEET 10)

22 EASEMENT FOR EXHAUST FAN ROOMS

23 LOUVRES AND SHAFTS (SEE SHEET 10)

23 EASEMENT FOR EXHAUST FAN
DOOR AND CURT (SEE SHEET 10)

24 EASEMENT FOR ACCESS AND MAINTENANCE (SEE SHEET 10)

25 EASEMENT FOR CANOPY, LATERAL
SUPPORT AND RIGHT OF WAY. (SHEET 1)

26 EASEMENT FOR CANOPY, LATERAL
SUPPORT AND RIGHT OF WAY. (SHEET 6)

27 EASEMENT FOR SUPPORT AND
RIGHT OF WAY. (SEE SHEET 8)

28 EASEMENT FOR EXISTING DOWNPIPE
(SEE SHEET 4)

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Datum : AUSTRALIAN HEIGHT DATUM.

Reduction Ratio 1: AS SHOWN

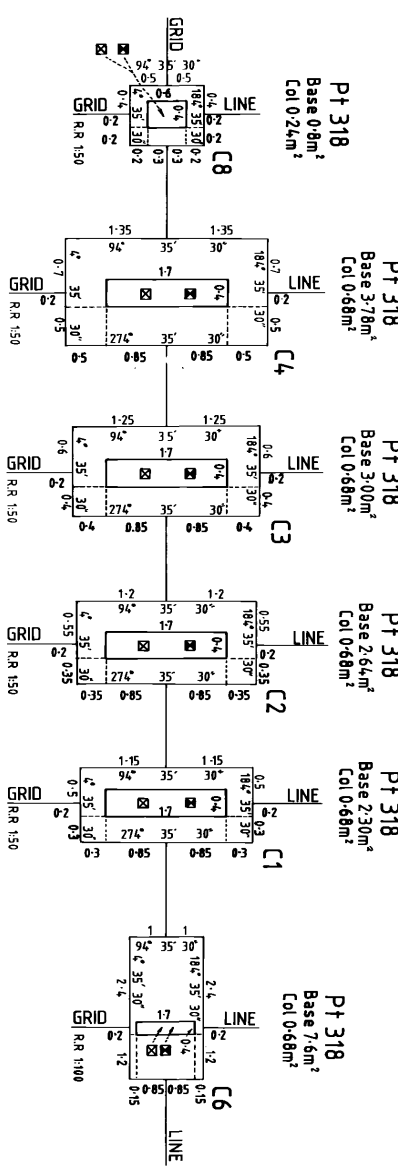
► SURVEYOR'S REFERENCE: 0831/8

Registered: 31-1-1994

J. J. Bruders

*This is sheet _____ of the plan of
sheets covered by my Certificate No. _____
of _____*

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

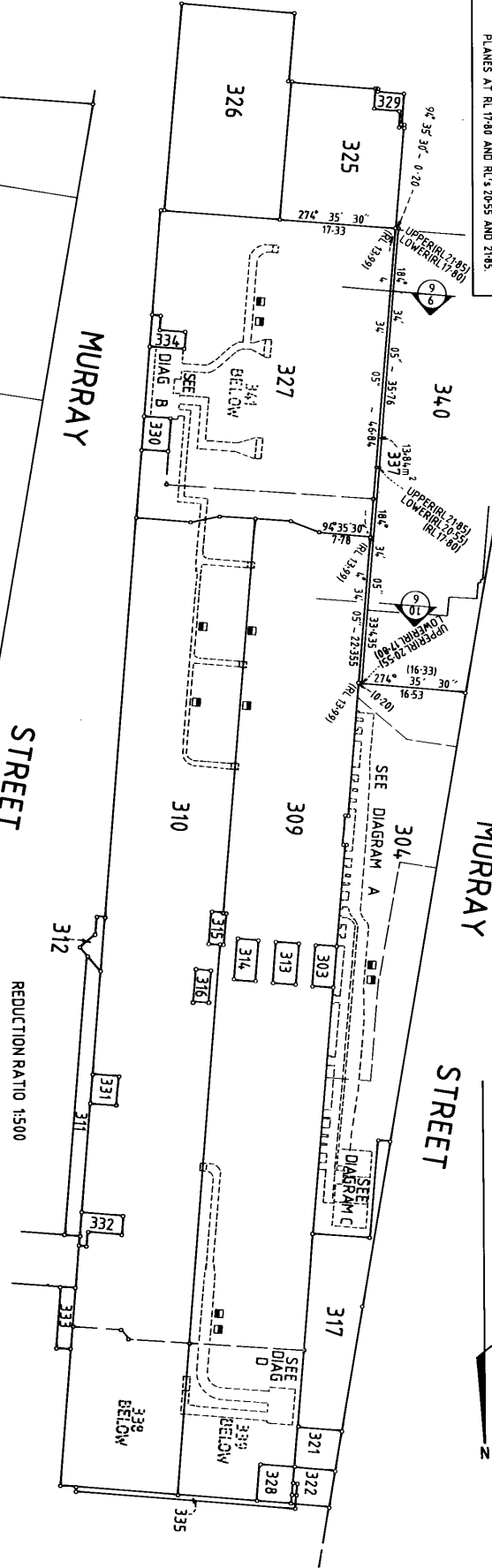


DIMENSIONS ARE FROM FACES P1+318 BASE TO BASE
P1+318 (BASES) ARE UNLIMITED IN DEPTH
ALL LEVELS REFERRED TO IN THIS PLAN ARE
REDUCED LEVELS ON AUSTRALIAN HEIGHT DATUM

■ DENOTES EASEMENT FOR SUPPORT
□ DENOTES EASEMENT FOR USE OF COLUMNS



LOT 337 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL 17.80 AND RL 20.55 AND 21.85.



SKETCH PLAN SHOWING APPROXIMATE POSITIONS OF EXHAUST AIR DUCTS AND LOCATION OF FAN ROOMS, LOUVRES AND SHAFTS WITHIN LOTS 302, 304, 309, 310, 327 338, 339 AND 341.

DIAGRAM A
REDUCTION RATIO 1:300

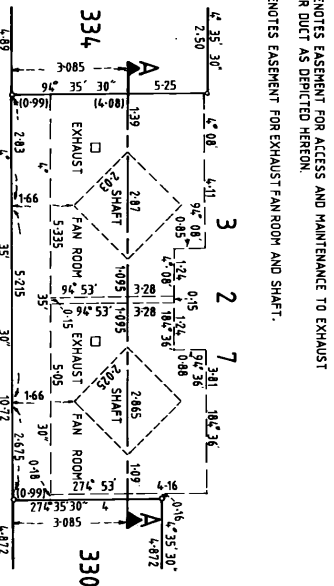


DIAGRAM B
REDUCTION RATIO 1:100

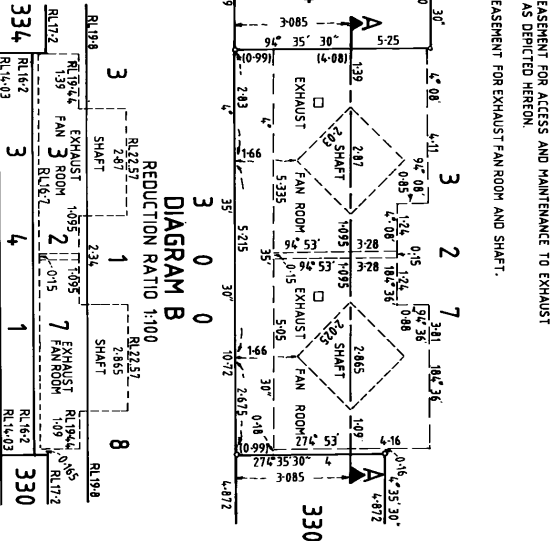


DIAGRAM C
REDUCTION RATIO 1:100

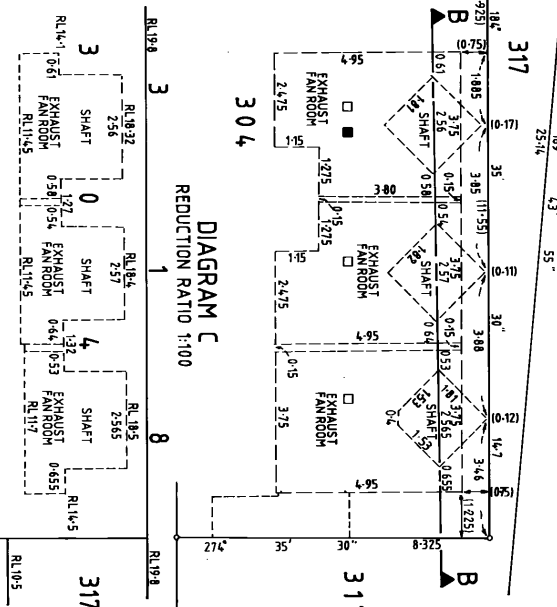
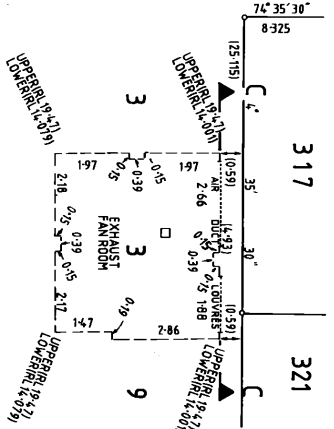


DIAGRAM D
REDUCTION RATIO 1:100



SECTION AA
R.R. Horiz 1:100 Vert 1:250

3	0	0
3	0	0
3	0	0

SECTION BB
R.R. Horiz 1:100 Vert 1:250

3	0	0
3	0	0
3	0	0

SECTION CC
R.R. Horiz 1:100 Vert 1:250

3	0	9
3	3	9
3	0	9

DP 836419

Registered: 31-1-1994

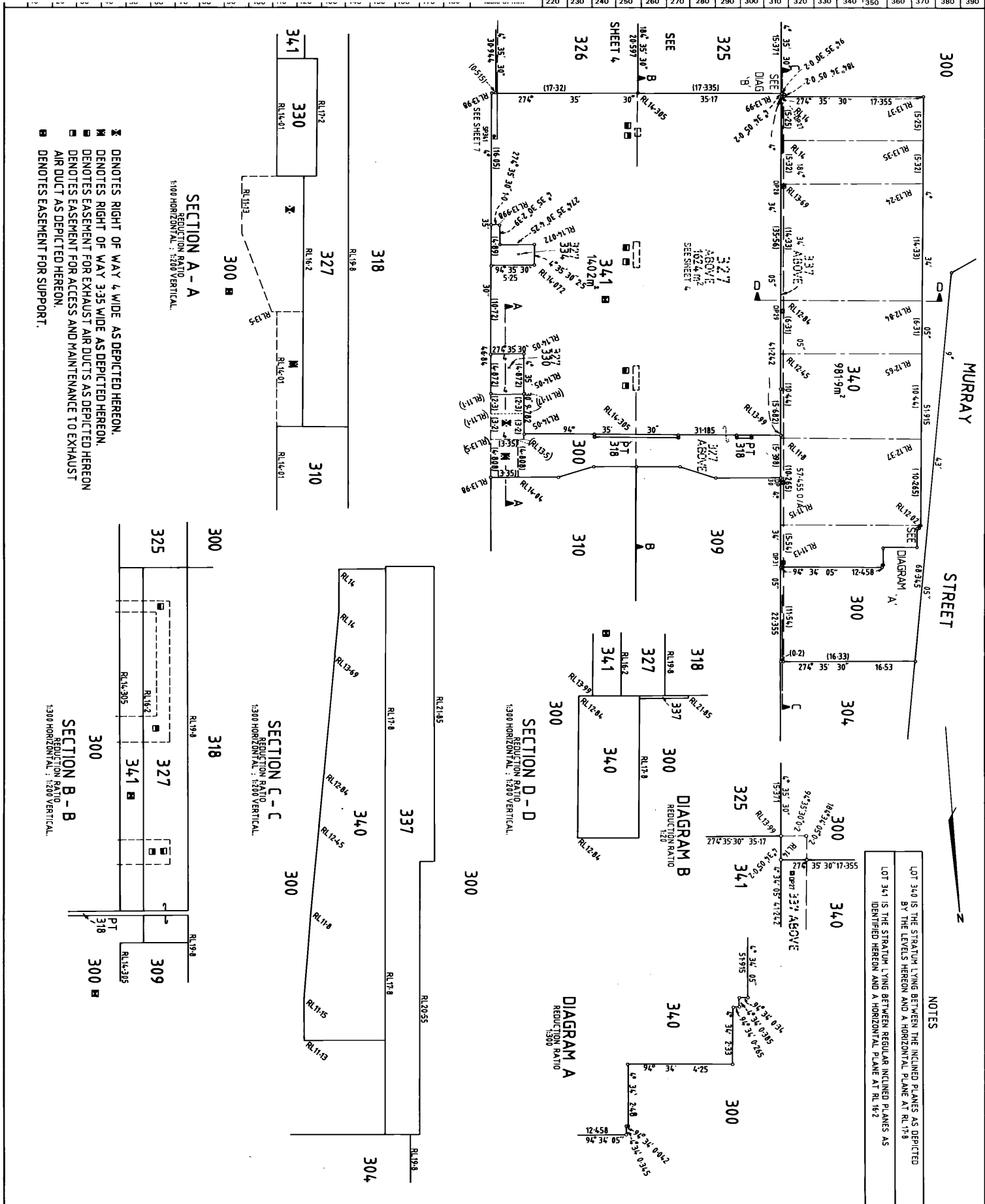
This is sheet 10 of my plan in 12 sheets dated 14th JUNE 1991.

Surveyor registered under Surveyors Act 1929

This is a plan of the land shown covered by my Certificate No. of

Council Clerk

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



DP 836419

Registered: 31-1-1994

This is sheet 11 of my plan in 12 sheets dated 14th June 1991

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No. of

Council Clerk

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

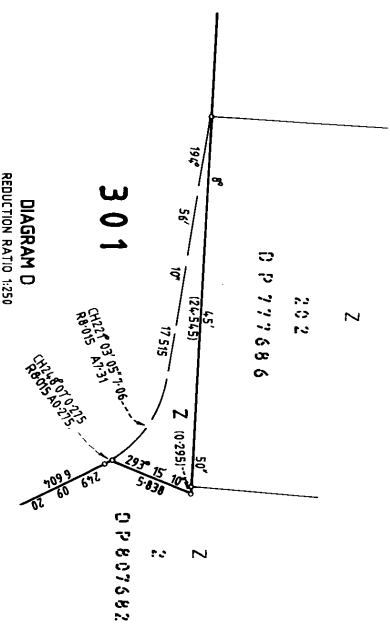
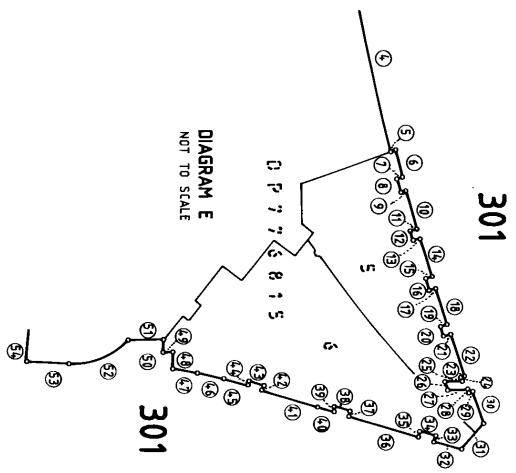
Surveyor's Reference: SD 0831 / 8

TABLE OF SHORT DISTANCES

N°	BEARING	DISTANCE
1	271° 31'	6.535
2	271° 31' 20"	20.86
3	271° 31'	4.25
4	354° 23' 50"	24.105
5	258° 09' 50"	0.575
6	355° 36'	3.585
7	82° 37'	0.55
8	352° 32'	1.5
9	262° 32'	0.55
10	357° 39' 30"	5.15
11	80° 54'	0.82
12	350° 54'	1.19
13	260° 54'	0.82
14	350° 08' 30"	4.855
15	79° 21'	0.55
16	349° 21'	1.5
17	259° 21'	0.55
18	348° 37'	4.63
19	77° 41'	0.83
20	347° 41'	1.22
21	257° 41'	0.825
22	347° 50'	5.95
23	95° 49'	0.325
24	347° 15'	0.055
25	94° 26'	2.3
26	350° 02'	1.075
27	271° 32'	2.38
28	345° 50'	0.405
29	256° 08'	0.4
30	345° 16'	4.375
31	48° 42'	4.155
32	113° 27'	3.655
33	206° 12'	0.6
34	114° 12'	1.815
35	26° 12'	0.6
36	116° 12' 20"	9.17
37	202° 39'	0.545
38	112° 39'	1.805
39	22° 39'	0.545
40	16° 38'	1.765
41	299° 51'	7.425
42	203° 21'	0.47
43	113° 21'	1.815
44	23° 21'	0.47
45	113° 46'	3.085
46	110° 56'	2.935
47	105° 18'	3.05
48	19° 22'	2.07
49	101° 31'	1.22
50	191° 31'	1.45
51	99° 07'	4.365
52	SEE CHORD SCHEDULE	
53	101° 22'	5.1
54	191° 22'	6.08
55	SEE CHORD SCHEDULE	
56	57° 09'	3.3
57	102° 29'	15.55
58	143° 29'	10.65

CHORD TABLE

N°	BEARING	DISTANCE	ARC	RADIUS
52	74° 24'	7.955	8.058	8.555
55	113° 55' 50"	4.99	5.119	6.55



Plan Drawing only to appear in this space

Surveyor's Reference: S00831/8

DP 836419

Registered: 31-1-1994

This is sheet 12 of my plan of 12 sheets

Surveyor registered under Surveyors Act 1939
This is sheet 12 of the plan of 12 sheets covered by my Certificate No. of

Council Clerk

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

Reduction Ratio 1: AS SHOWN

SIGNATURE AND SEALS ONLY

Plan Drawing only to appear in this space

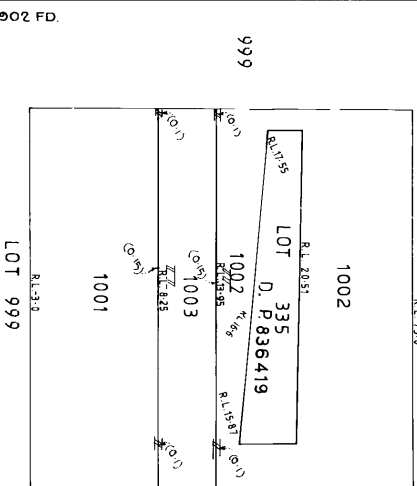
SECTION 99

NOT TO SCALE

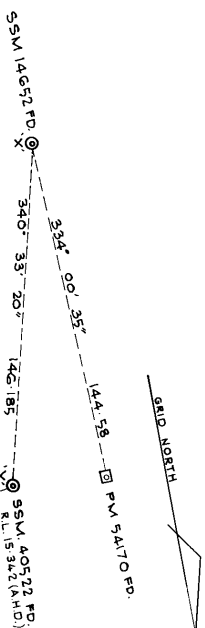
R.L. 75.0

SHORT LINES

N°	BEARING	DISTANCE
1	188° 47'	0.225
2	139° 45'	0.455
3	91°	0.23
4	184° 33'	0.325
5	54° 33'	0.265

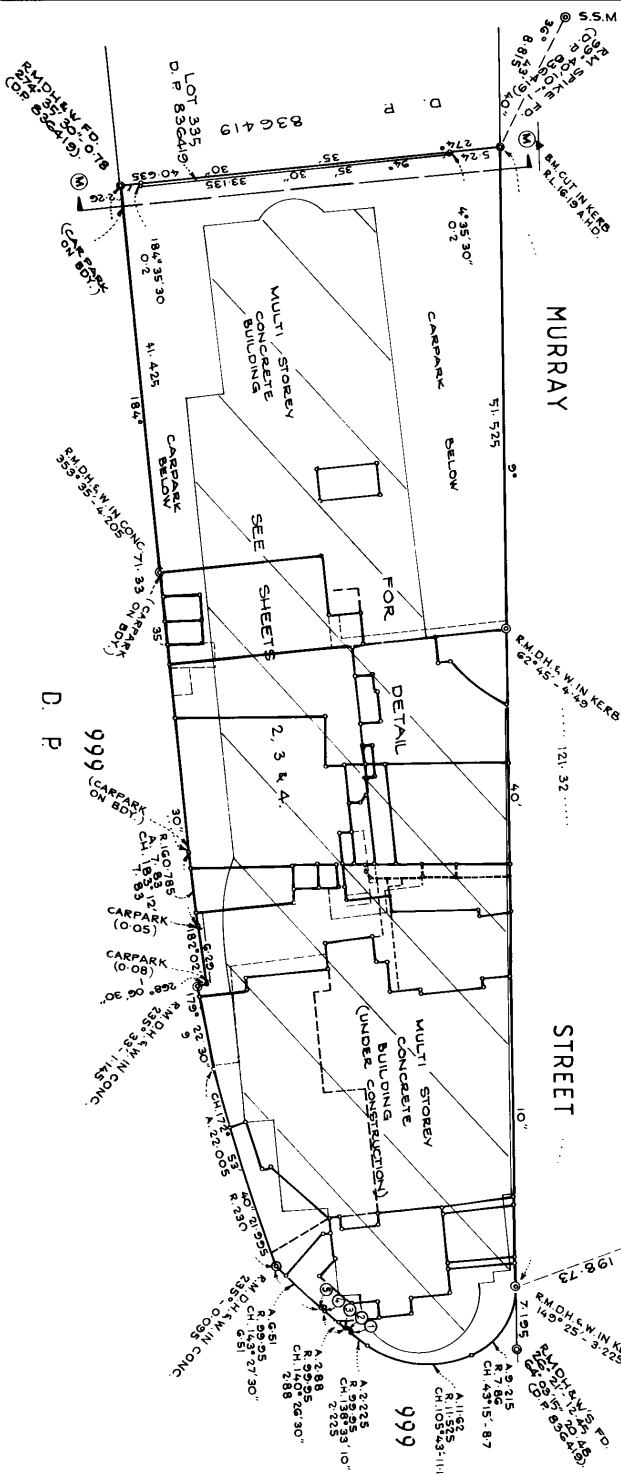


MURRAY ST



MURRAY

STREET



Council Clerk's Certificate

I hereby certify that -

(a) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(b) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(c) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(d) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(e) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(f) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(g) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(h) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(i) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(j) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(k) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(l) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(m) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(n) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(o) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(p) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(q) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(r) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(s) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(t) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(u) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(v) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(w) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(x) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(y) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

(z) the requirements of the Local Government Act (1919) (other than the requirements for the registration of plans) and

SIGNED BY THE GENERAL MANAGER UNDER
DELEGATED AUTHORITY FOR THE DARLING
HARBOUR AUTHORITY

Crown Lands Office Approval

LAN APPROVED

Authorised Officer

Land District

Paper No.

Field Book

pages

Signature

Council Clerk

Council File No.

This part of the certificate is to be retained where the application is only for a

proposed subdivision of land or the opening of a new road or where the land to be

divided is wholly or partly within the area of operation of the Metropolitan

Council's powers and is not a proposed subdivision of land or the opening of a new

road or where the land to be divided is wholly or partly within the area of operation

of the Council's powers and is not a proposed subdivision of land or the opening of a

new road or where the land to be divided is wholly or partly within the area of

operation of the Council's powers and is not a proposed subdivision of land or the

opening of a new road or where the land to be divided is wholly or partly within

the area of operation of the Council's powers and is not a proposed subdivision of

OFFICE USE ONLY

DP 844561

Registered

14-12-1994

C.A.

Title System

TORRENS

Purpose

SUBDIVISION

Ref. Map

CITY OF SYDNEY

Last Plan

DP 844560

(DP 836419)

PLAN OF SUBDIVISION OF

LOT 1000 D.P. 844560

Lengths are in metres

Reduction Ratio 1:400

L.G.A.

CITY OF SYDNEY

Locality

DARLING HARBOUR

Prin.

ST ANDREW

County

CUMBERLAND

This is sheet 1 of my plan in

6 sheets

(Delete if inapplicable)

I, MARK JOHN ANDREW,

of DENNY LINKER & CO. EDGECLIFF 2027

a surveyor registered under the Surveyors Act 1929 as

amended hereby certify that the survey represented in this

plan was made and was in accordance with the provisions of the

Surveyors Act 1929 as amended and was completed on

1/7/94

Signature registered under Surveyors Act 1929 as amended

Deputy Line of Act 1929 as amended

insert date of survey

Plans used in preparation of survey/compilation

D.P. 836419, 807682, 801770,

776815, 777886, 789573,

714328, 715059.

PANEL FOR USE ONLY for statements of intention

to dedicate public roads to create public reserves,

drainage reserves, easements, restrictions on the

use of land or positive covenants

PURSUANT TO SEC. 85B OF THE

CONVEYANCING ACT 1919

AS AMENDED IT IS INTENDED

TO CREATE:

1. RIGHT TO USE STAIRS 243 WIDE

2. RIGHT TO USE LOADING DOCK

3. EASEMENT FOR ACCESS

4. 6.6 WIDE & VARIABLE

5. RIGHT TO USE FIRE STAIRS

6. 1.1-1.5 & 2.8 WIDE

7. VARIABLE WIDTH

8. VARIABLE WIDTH

9. VARIABLE WIDTH

10. VARIABLE WIDTH

11. VARIABLE WIDTH

12. VARIABLE WIDTH

13. VARIABLE WIDTH

14. VARIABLE WIDTH

15. VARIABLE WIDTH

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17. VARIABLE WIDTH

18. VARIABLE WIDTH

19. VARIABLE WIDTH

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21. VARIABLE WIDTH

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42. VARIABLE WIDTH

43. VARIABLE WIDTH

44. VARIABLE WIDTH

45. VARIABLE WIDTH

46. VARIABLE WIDTH

47. VARIABLE WIDTH

48. VARIABLE WIDTH

THIS SHEET ILLUSTRATES LOT 1001.
FOR SURVEY INFORMATION SEE
SHEET 1

MURRAY STREET

MURRAY STREET

DP 844561

Registered: 14-12-1994

This is sheet 2 of my plan of 6 sheets
dated 1/7/94

M. S. Jackson

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 6 sheets
covered by my certificate No 10

General Manager/Authorised Person

For use where scales are insufficient in any part of Plan Form 2

TABLE OF SHORT LINES

No	BEARING	DISTANCE
1	184° 47'	0.225
2	159° 40'	0.455
3	84° 33'	0.23
4	184° 33'	0.28
5	184° 23'	1.485
6	54° 32'	4.33
7	184° 30'	1.555
8	184° 35'	0.915
9	4° 35'	0.915
10	4° 35'	0.915
11	4° 35'	0.915
12	4° 35'	0.915
13	4° 35'	0.915
14	4° 35'	0.915
15	4° 35'	0.915
16	4° 35'	0.915
17	4° 35'	0.915
18	4° 35'	0.915
19	4° 35'	0.915
20	4° 35'	0.915

DIAGRAM E 1:100

LOT 1001 IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES RL-3 AND RL-8.25 OR UNLESS OTHERWISE SHOWN AND BETWEEN THE LEVEL PLANES RL-8 AND RL-13.0 OR AS SHOWN BY THE SECTIONS.

FOR SECTIONS SEE SHEET 5.

RIGHT TO USE LOADING DOCK VAR. WIDTH, LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES RL-8.8 & RL-13.0

SEE ALSO SHEET 6 FOR DIAGRAM A 1:200

- ⊕ EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL-13.2
- ⊕ LIMITED IN HEIGHT TO RL-17.85
- ⊕ RIGHT TO USE STAIRS VARIABLE WIDTH LIMITED IN DEPTH TO RL-8.0 & LIMITED IN HEIGHT TO RL-13.0
- ⊕ RIGHT TO USE FIRE STAIRS 1.55 WIDE & VARIABLE LIMITED IN DEPTH TO RL-8.0 & LIMITED IN HEIGHT TO RL-13.0

TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

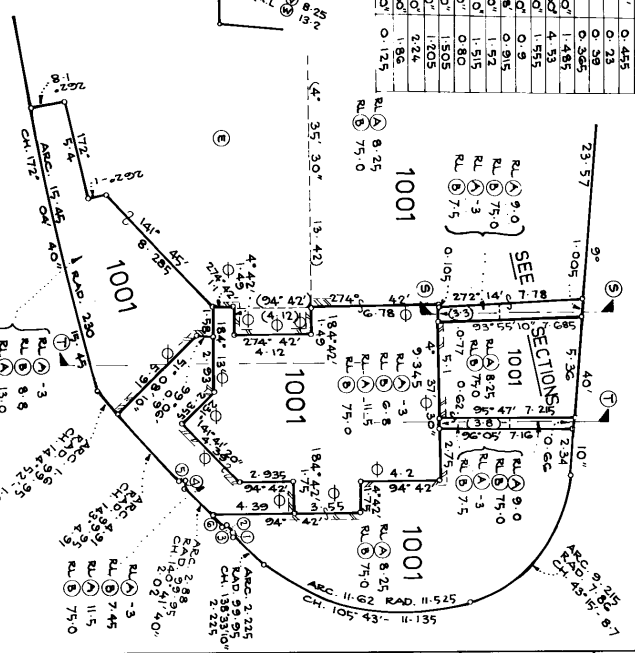


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

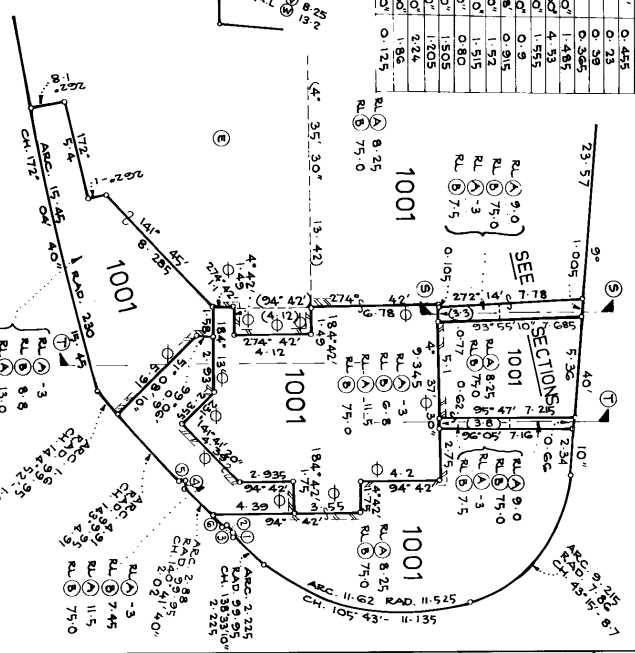


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

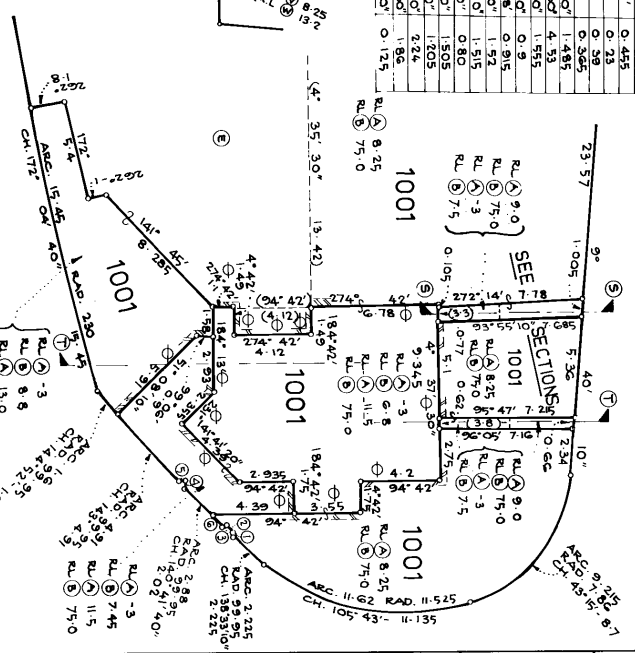


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

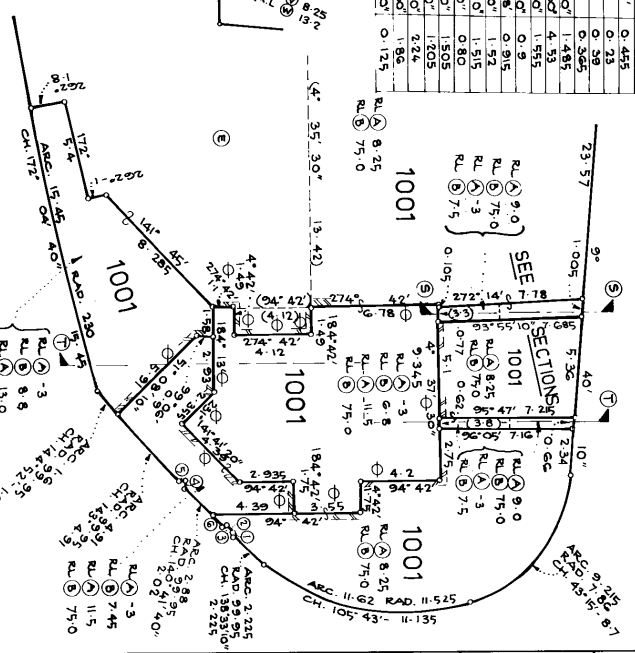


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

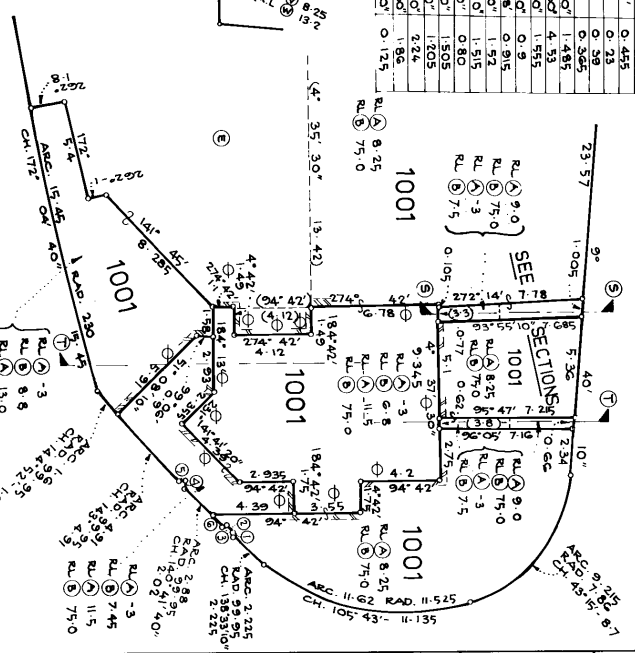


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

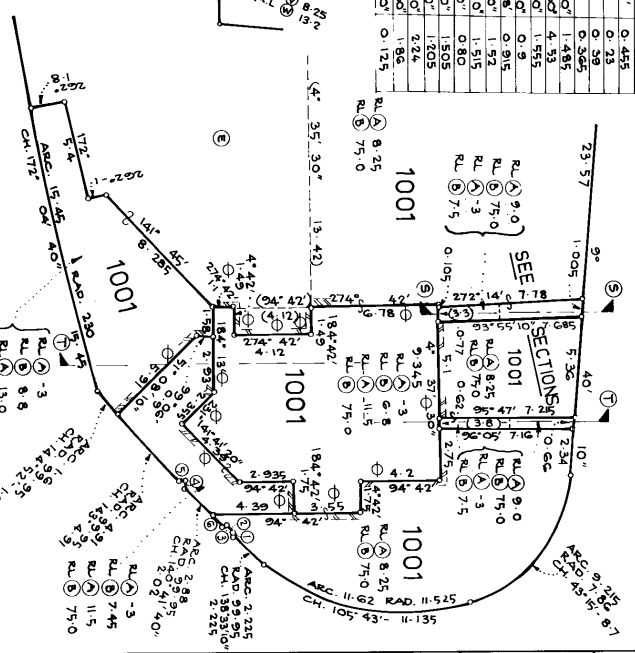


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

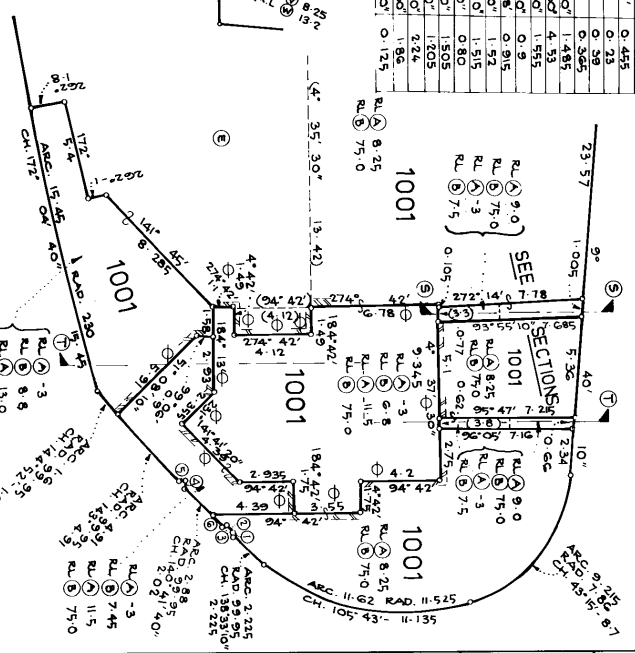


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

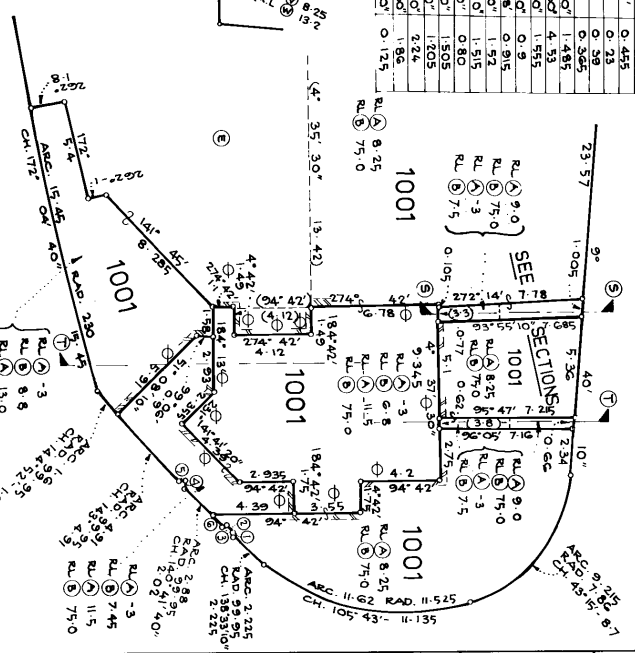


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

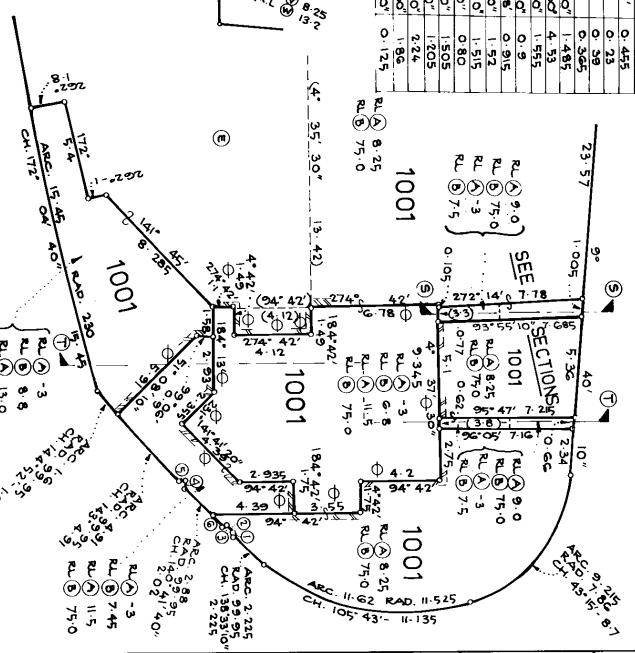


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

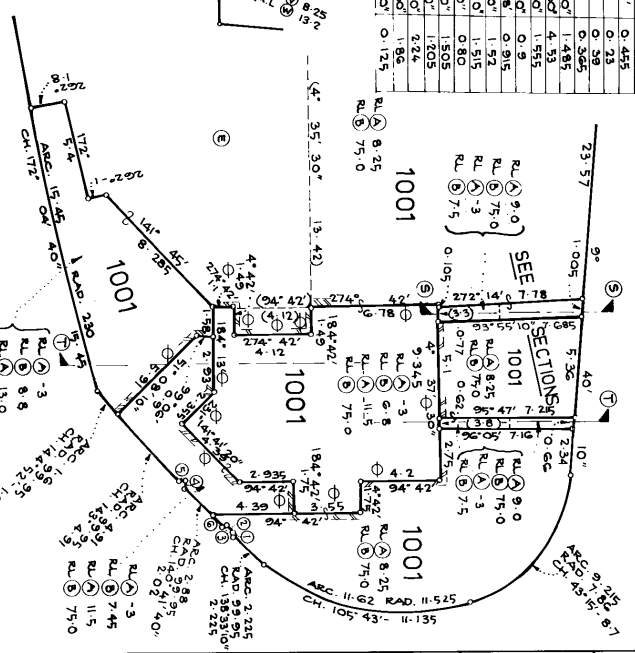


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

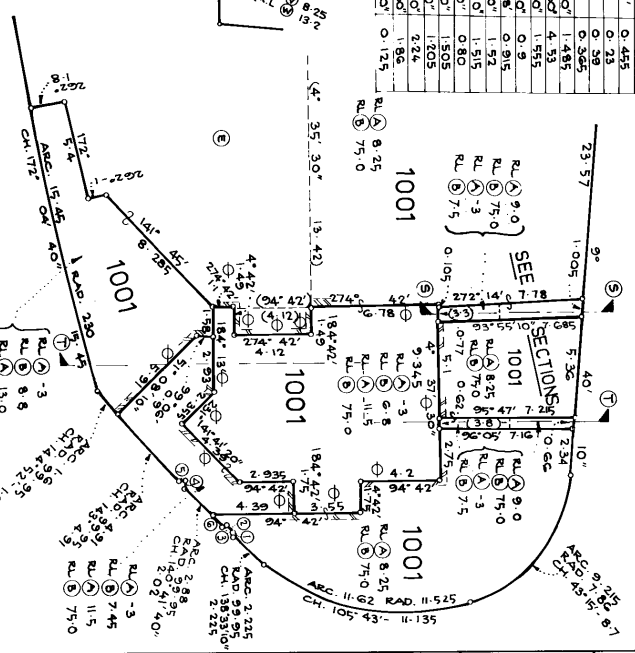


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

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& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

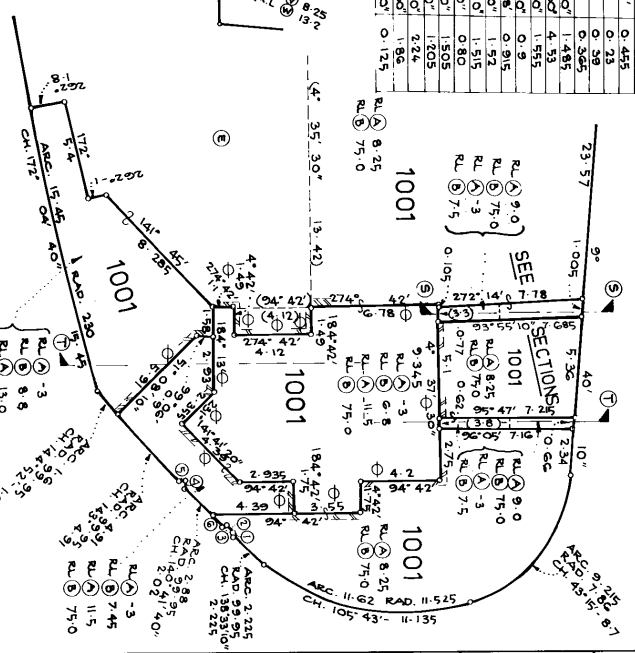


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

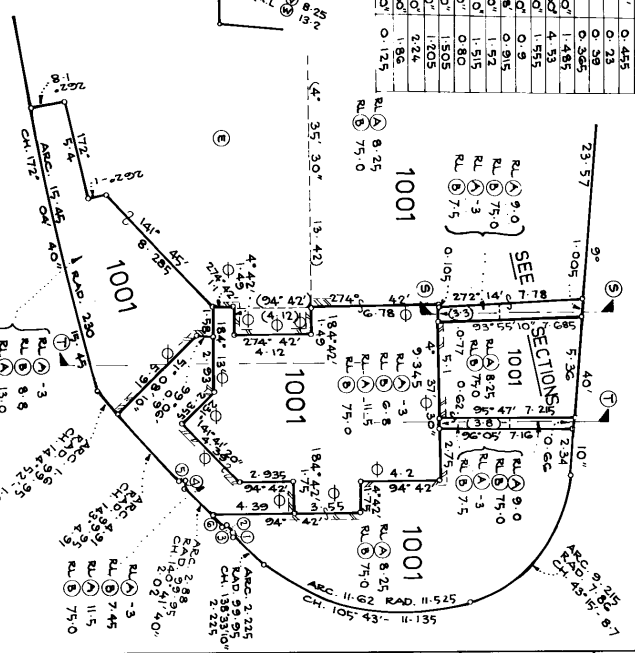


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No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

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& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

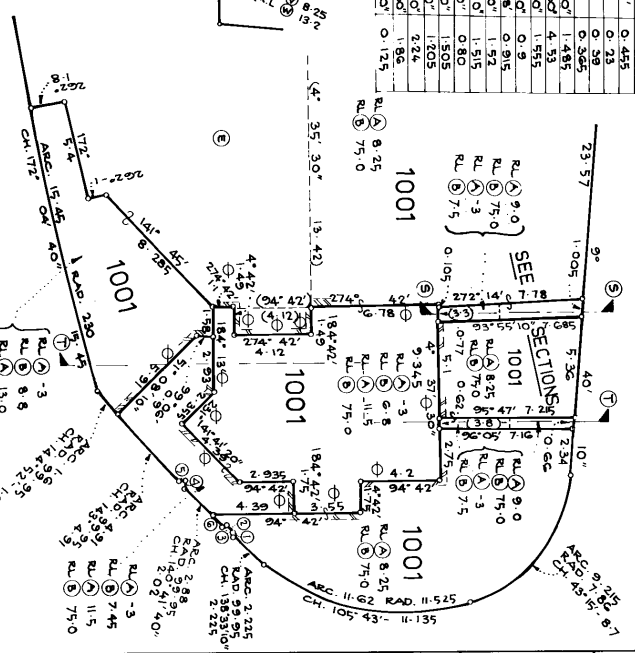


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

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& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

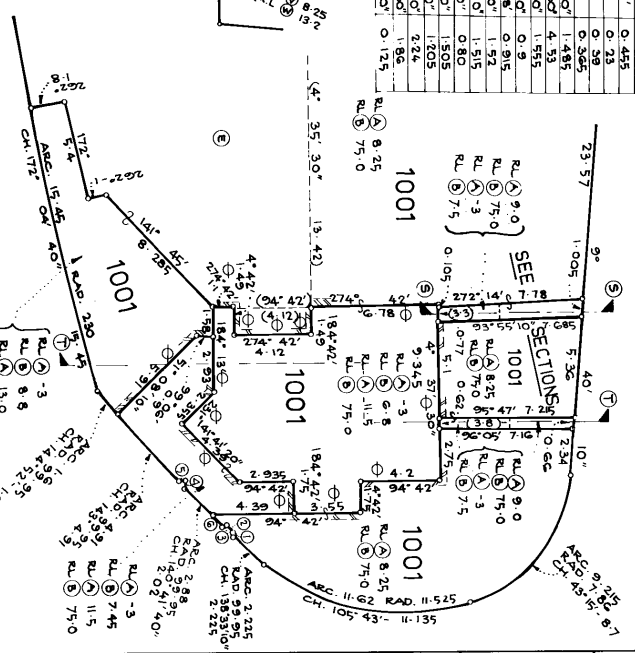


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

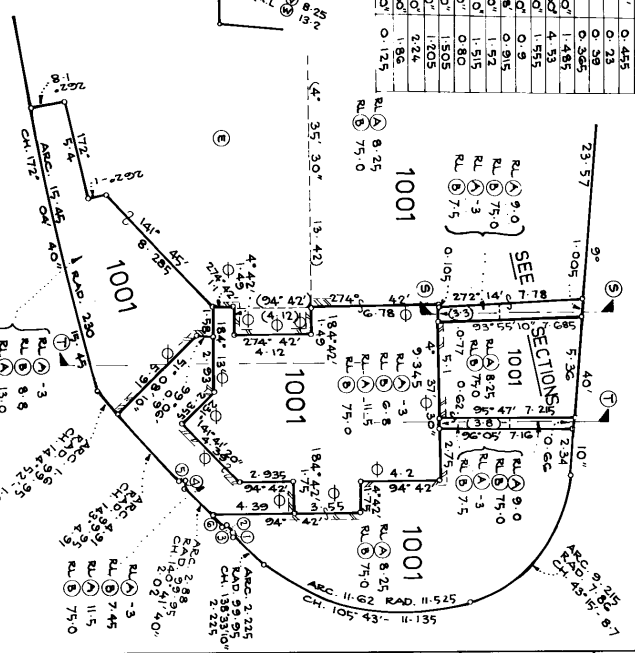


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

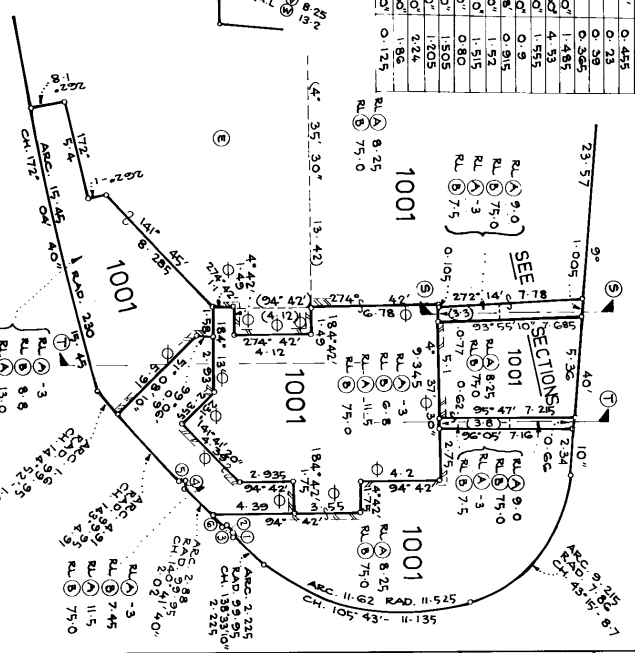


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

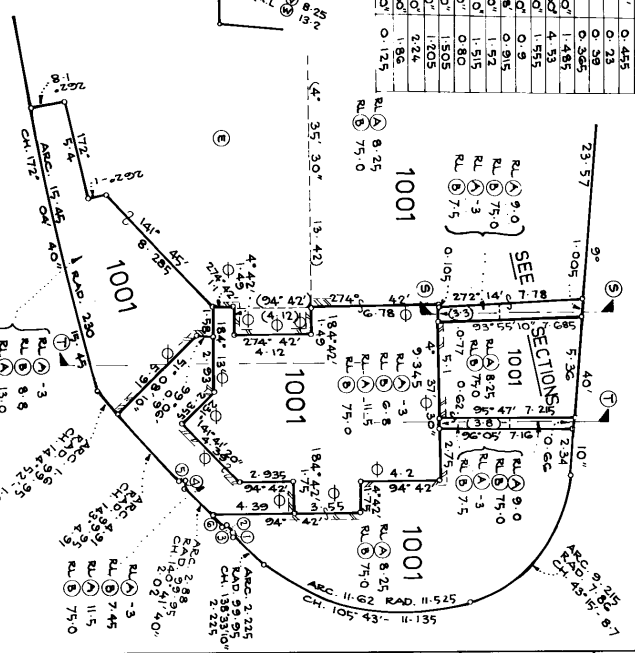


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

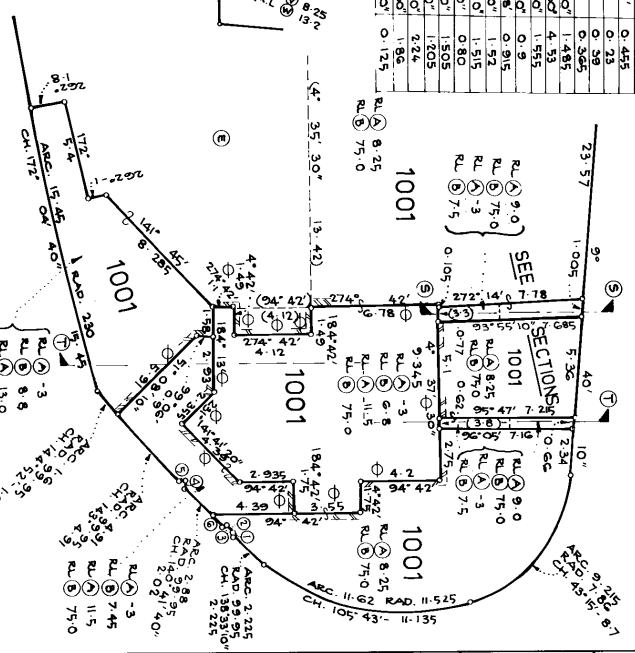


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

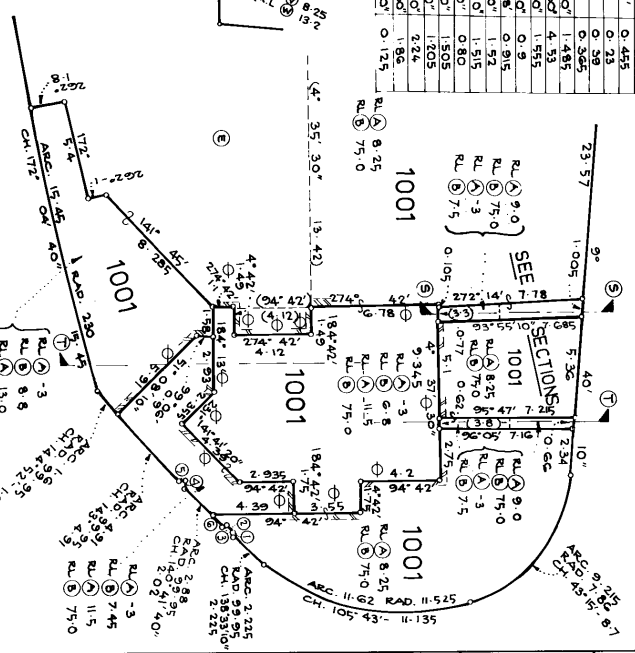


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

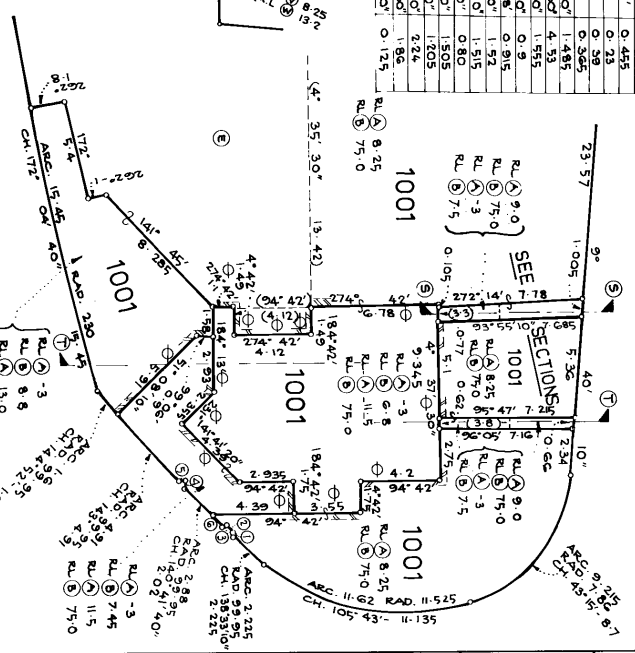


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

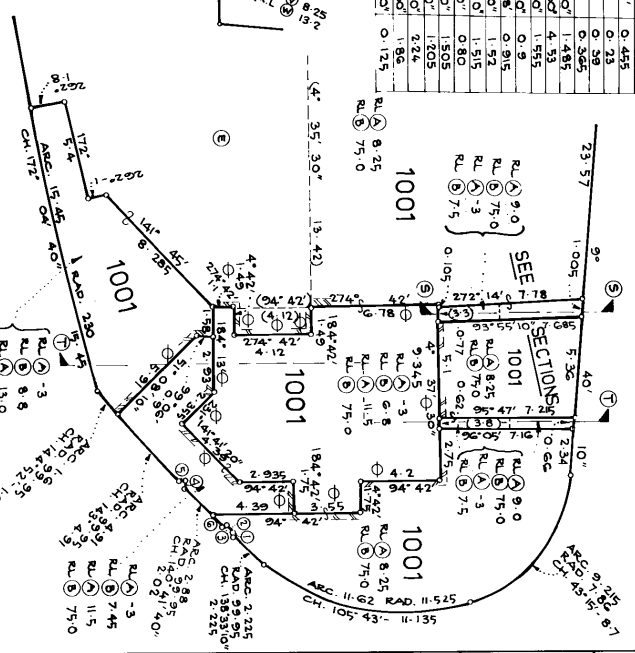


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

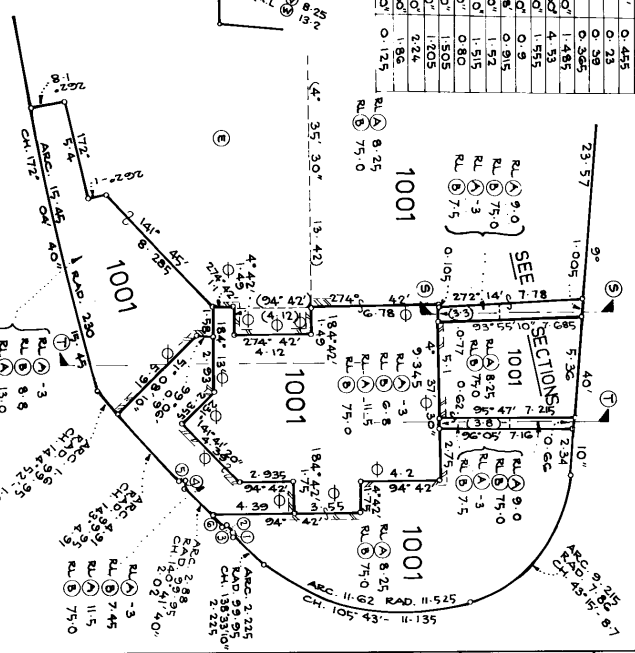


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200

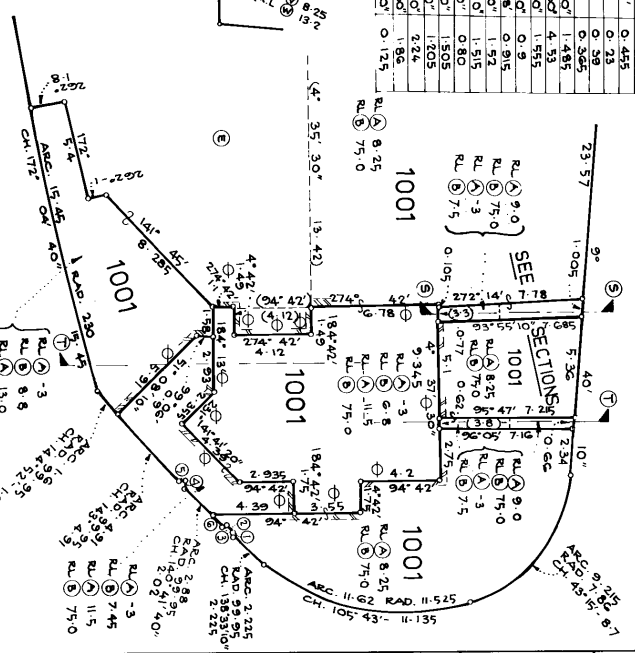


TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.5971400595

⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

THIS SHEET ILLUSTRATES LOT 1003

DP 844561

Registered: 14-12-1994

This is sheet 4 of my plan 6 sheets dated 1/7/94

M.S. Graham

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of 999 covered by my Certificate No

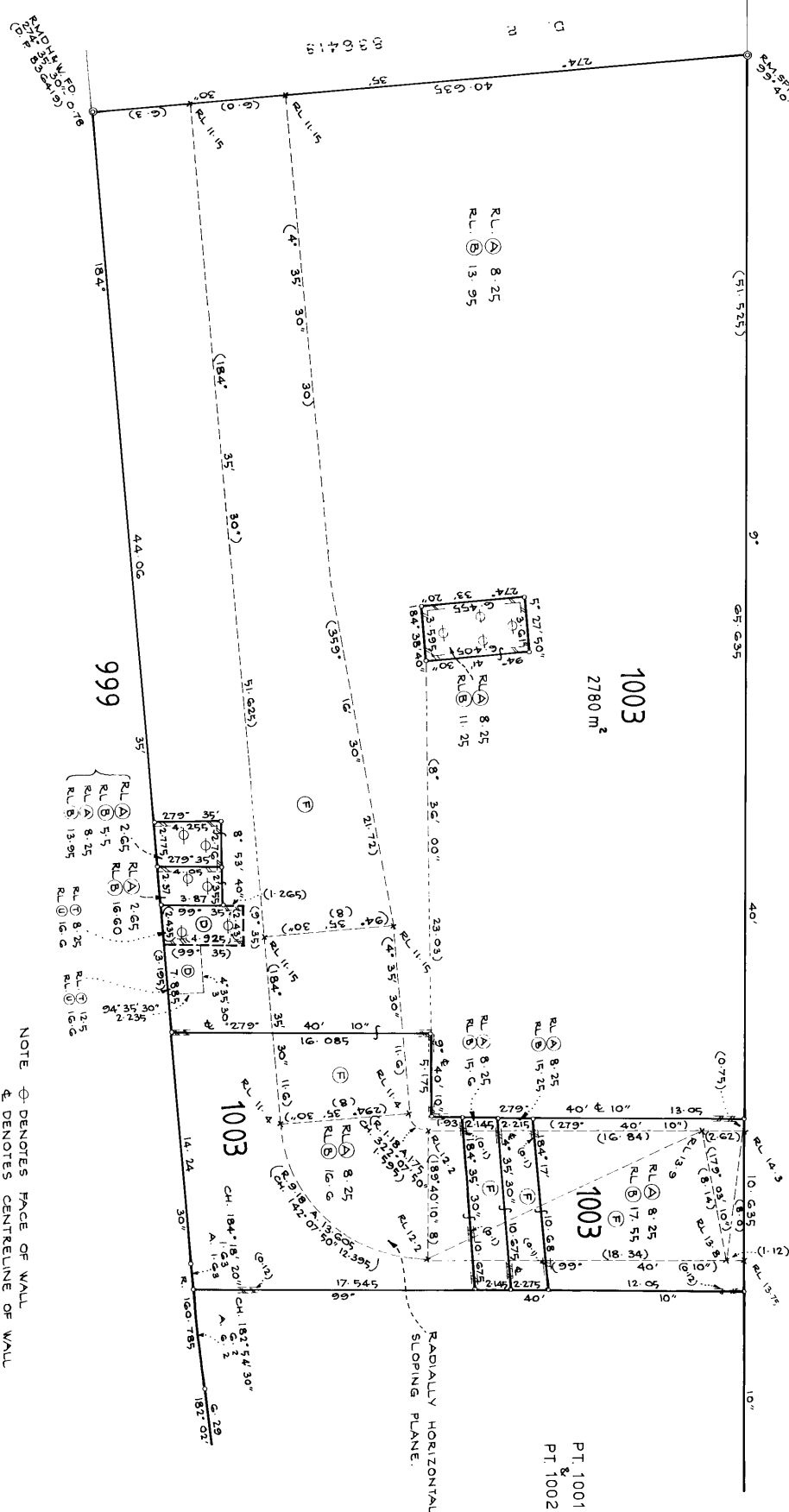
General Manager/Authorised Person

For use where source is insufficient in any case on Plan Form 2

LOT 1003 IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES AT RL (A) AND RL (B).
 (F) EASEMENT FOR ACCESS 6.48 WIDE & VARIABLE IS LIMITED IN DEPTH TO THE VARIOUS PLANES AS DEFINED BY LEVELS SHOWN RL... & LIMITED IN HEIGHT TO 2.1 ABOVE EACH LEVEL.

FOR SURVEY INFORMATION SEE SHEET 1

MURRAY STREET



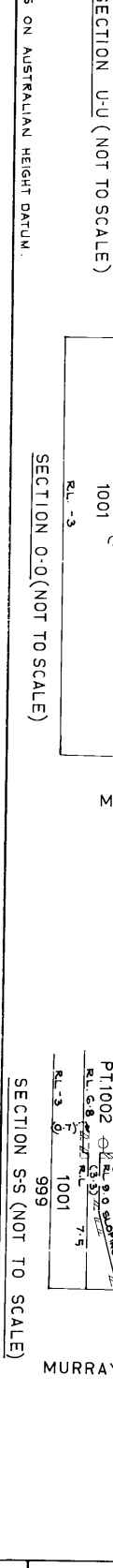
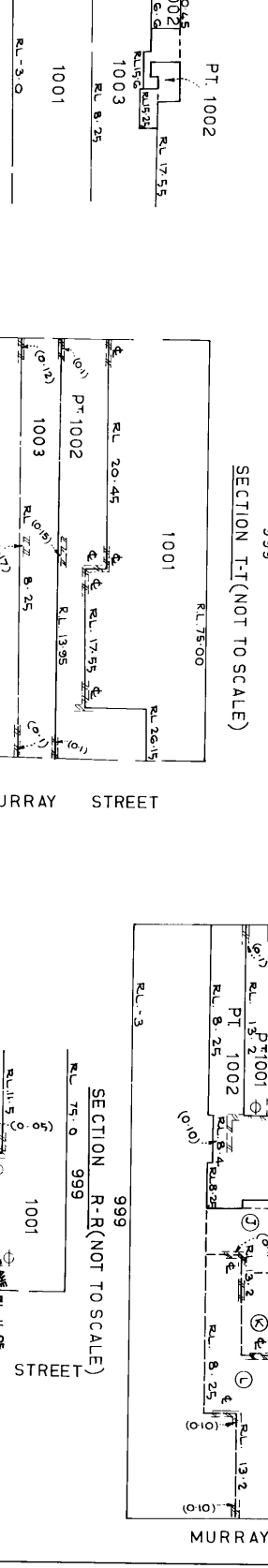
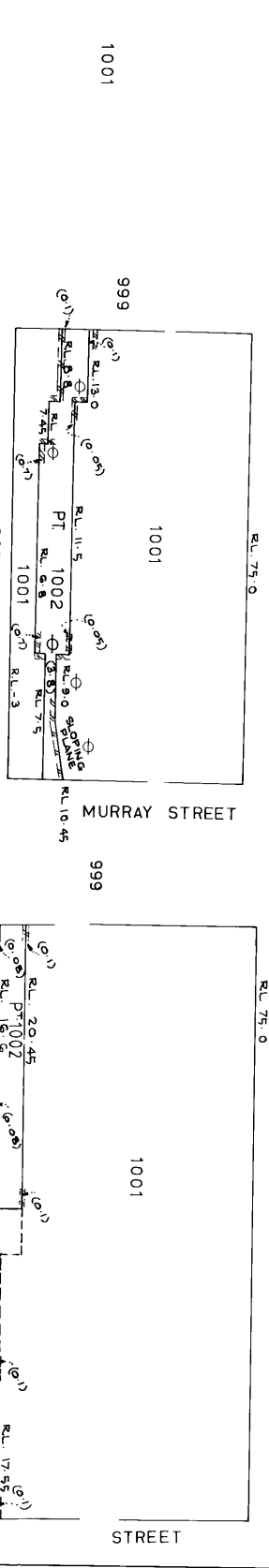
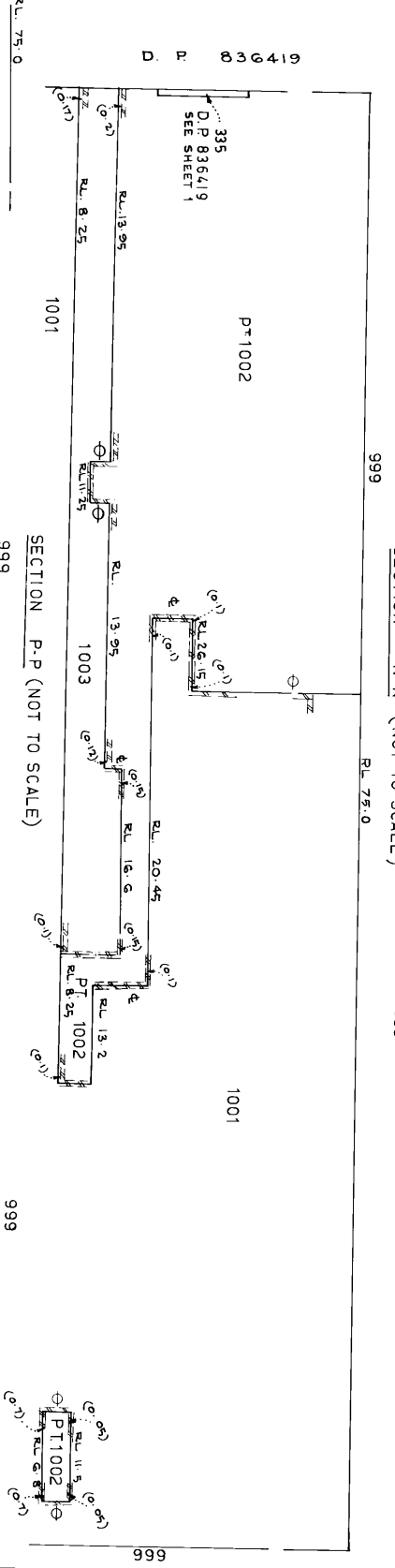
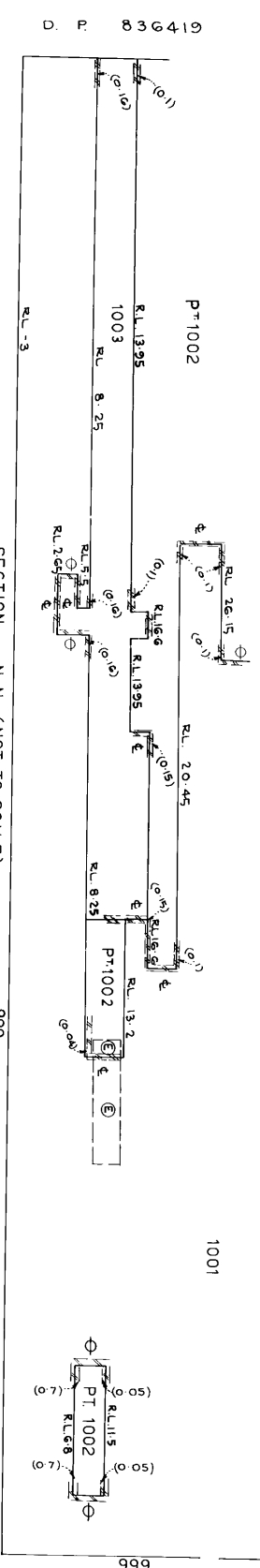
NOTE: (F) DENOTES FACE OF WALL
 (C) DENOTES CENTRELINE OF WALL

ALL LEVELS ON AUSTRALIAN HEIGHT DATUM.

Plan Drawing only to appear in this space

Surveyors Reference 10-293 SI

NOTE
⊕ DENOTES FACE OF WALL
⊕ DENOTES CENTRELINE OF WALL



ALL LEVELS ON AUSTRALIAN HEIGHT DATUM.

Plan Drawing only to appear in this space

DP 844561

Registered: 14-12-1994

This is sheet 5 of my plan of 6 sheets
dated 1/7/94

M.S. Andrew

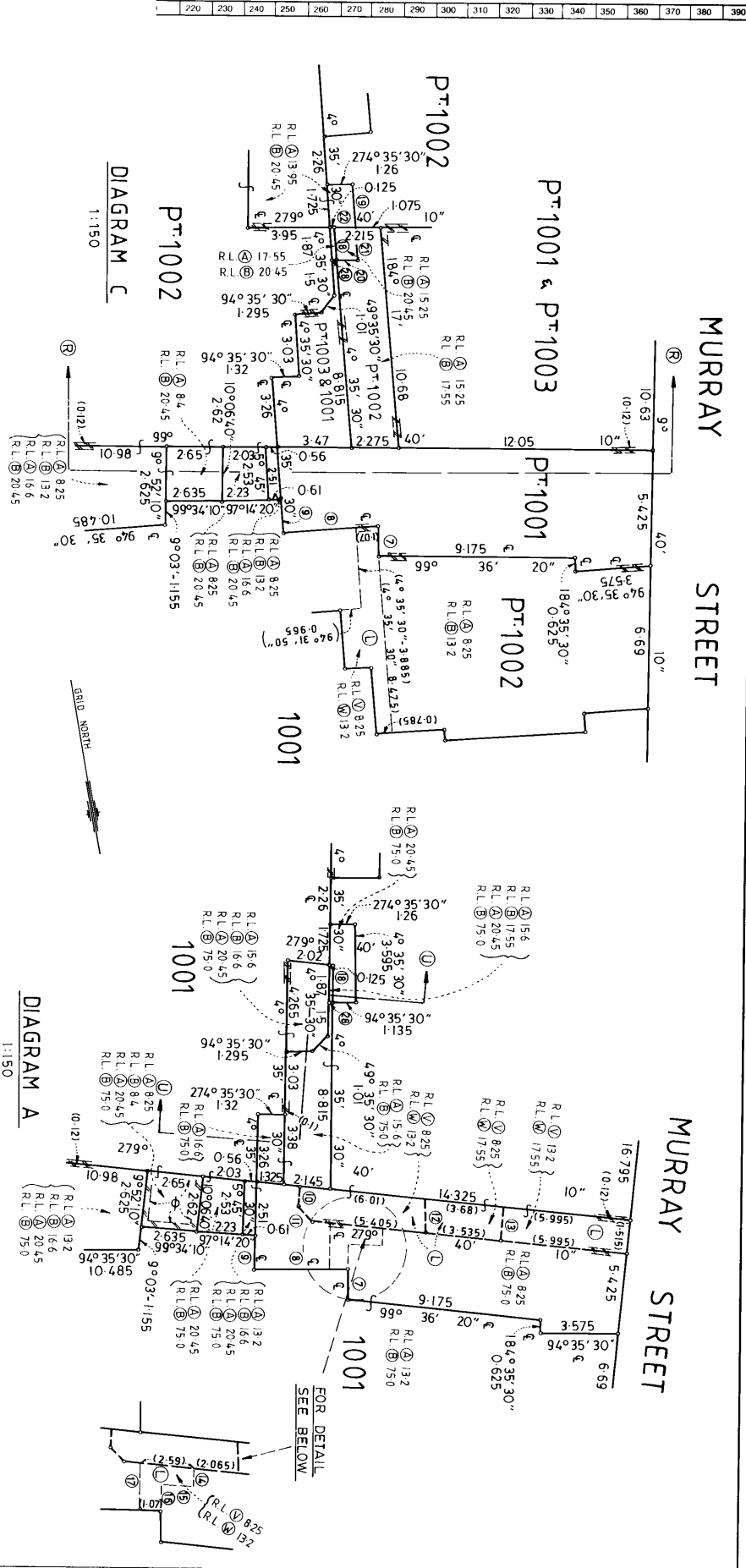
Surveyor registered under Surveyors Act 1929

This is a plan of the land of
shaded by my colour No

General Manager/Authorized Person

For use where there is a conflict with any other plan or map

Reduction Ratio: NOT TO SCALE



DP 844561	Registered 11-12-1994	Drawn 1/7/94	1:150
SUPERVISOR'S REFERENCE 10-293 SI			

Registered 14-12-1994

C.A.

Title System TORRENS

Purpose SUBDIVISION

Ref. Map CITY OF SYDNEY SH101

Last Plan DP 844560 (DP 836419)

PLAN OF SUBDIVISION OF

LOT 1000 D.P. 844560

Lengths are in metres Reduction Ratio 1:400

L.G.A. SYDNEY

Locality: DARLING HARBOUR

Prin: ST ANDREW

County: CUMBERLAND

This is sheet 1 of my plan in 6 sheets

(Delete if inapplicable)

MARK JOHN ANDREW

of DENNY LINKER & CO. EDGECLIFF 2027

a surveyor registered under the Surveyors Act 1929 as

planning hereby certify that the survey represented in this

plan is a true and correct representation of the land and

as shown and has been made in accordance with the

provisions of the Surveyors Act 1929 and the

Departmental Instructions and was completed on

1/7/94

Signature registered under Surveyors Act 1929 as amended

Deputy Line of Authority: N.Y.V.

Witness Date of Survey

PANEL FOR USE ONLY for statements of intention

to dedicate public roads to create public reserves,

drainage reserves, easements, restrictions on the

use of land or positive covenants

PURSUANT TO SEC. 88B OF THE

CONVEYANCING ACT 1919

AS AMENDED IT IS INTENDED

THIS SHEET ILLUSTRATES LOT 1001.
FOR SURVEY INFORMATION SEE
SHEET 1

MURRAY STREET

MURRAY STREET

DP 844561

Registered: 14-12-1994

This is sheet 2 of my plan of 6 sheets
dated 1/7/94

M. S. Jackson

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 6 sheets
covered by my certificate No 10

General Manager/Authorised Person

For use where scales are insufficient in any part of Plan Form 2

TABLE OF SHORT LINES

No	BEARING	DISTANCE
1	184° 47'	0.225
2	159° 40'	0.455
3	84° 33'	0.23
4	184° 33'	0.28
5	184° 33'	1.485
6	54° 32'	4.33
7	184° 33'	1.555
8	184° 33'	0.915
9	4° 35'	0.915
10	4° 35'	0.915
11	4° 35'	0.915
12	4° 35'	1.515
13	4° 35'	1.515
14	4° 35'	1.515
15	4° 35'	1.515
16	4° 35'	1.515
17	4° 35'	1.515
18	4° 35'	1.515
19	4° 35'	1.515
20	4° 35'	1.515

DIAGRAM E 1:100

LOT 1001 IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES RL-3 AND RL-8.25 OR UNLESS OTHERWISE SHOWN AND BETWEEN THE LEVEL PLANES RL-8 AND RL-13.0 OR AS SHOWN BY THE SECTIONS.

FOR SECTIONS SEE SHEET 5.

RIGHT TO USE LOADING DOCK VAR. WIDTH, LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES RL-8.8 & RL-13.0

SEE ALSO SHEET 6 FOR DIAGRAM A 1:200

- Ⓢ EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL-13.2
- Ⓣ LIMITED IN HEIGHT TO RL-17.85
- Ⓡ RIGHT TO USE STAIRS VARIABLE WIDTH LIMITED IN DEPTH TO RL-8.0 & LIMITED IN HEIGHT TO RL-13.0
- Ⓡ RIGHT TO USE FIRE STAIRS 1.515 WIDE & VARIABLE LIMITED IN DEPTH TO RL-8.0 & LIMITED IN HEIGHT TO RL-13.0

TABLE OF CURVED LINES

No	RAD.	ARC.	CHORD
1	99.95	0.995	1.597
2	99.95	0.995	1.597
3	99.95	0.995	1.597
4	99.95	0.995	1.597
5	99.95	0.995	1.597
6	99.95	0.995	1.597
7	99.95	0.995	1.597
8	99.95	0.995	1.597
9	99.95	0.995	1.597
10	99.95	0.995	1.597

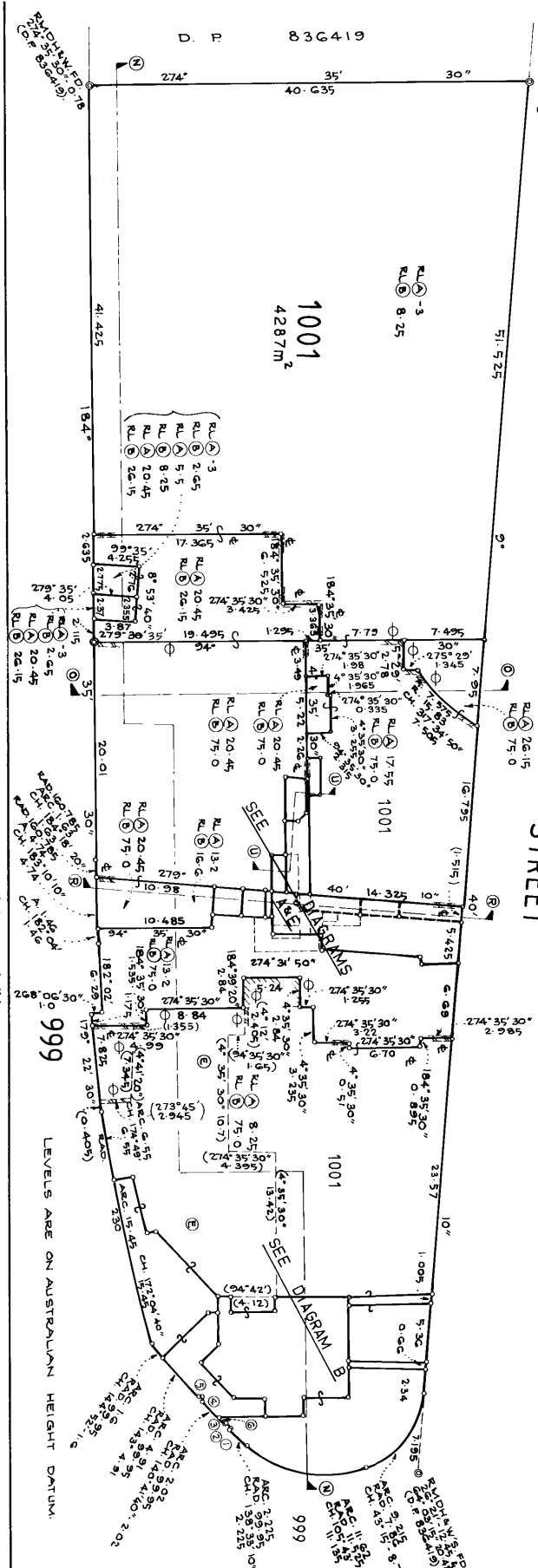
⊕ DENOTES FACE OF WALL
& DENOTES CENTRELINE OF WALL

MURRAY

STREET

GRID NORTH

DIAGRAM B 1:200



Plan Drawing only to appear in this space

Surveyor's Reference 10-293 SI

Reduction Ratio 1:300

THIS SHEET ILLUSTRATES LOT 1002. LOT 1002 IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES RL (A) AND RL (B) OR AS SHOWN BY THE SECTIONS. (E) RIGHT TO USE LOADING DOCK VARIABLE WIDTH LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES RL (B) & RL (C). (D) RIGHT TO USE STAIRS 2.43 WIDE IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES AT RL (A) & RL (B). (H) RIGHT TO USE FIRE STAIRS 1.115 & 2.8 WIDE IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES AT RL (A) & RL (B). (I) RIGHT TO USE FIRE STAIRS 1.515 WIDE & VARIABLE LIMITED IN DEPTH TO RL (A) & LIMITED IN HEIGHT TO RL (B).

NOTE: FOR SECTIONS SEE SHEET 5
FOR SURVEY INFORMATION SEE SHEET 1

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	188° 47'	0.225
2	130° 47'	0.455
3	0° 23'	2.4
4	184° 35'	0.39
5	294° 33'	0.365
6	294° 33'	1.485
7	184° 35'	0.455
8	94° 35'	0.125
9	184° 35'	1.555
10	4° 35'	1.82
11	184° 35'	1.835
12	294° 33'	1.135
13	184° 35'	1.176

TABLE OF CURVED LINES		
No.	BEARING	DISTANCE
1	188° 47'	0.225
2	130° 47'	0.455
3	0° 23'	2.4
4	184° 35'	0.39
5	294° 33'	0.365
6	294° 33'	1.485
7	184° 35'	0.455
8	94° 35'	0.125
9	184° 35'	1.555
10	4° 35'	1.82
11	184° 35'	1.835
12	294° 33'	1.135
13	184° 35'	1.176

MURRAY STREET

STREET

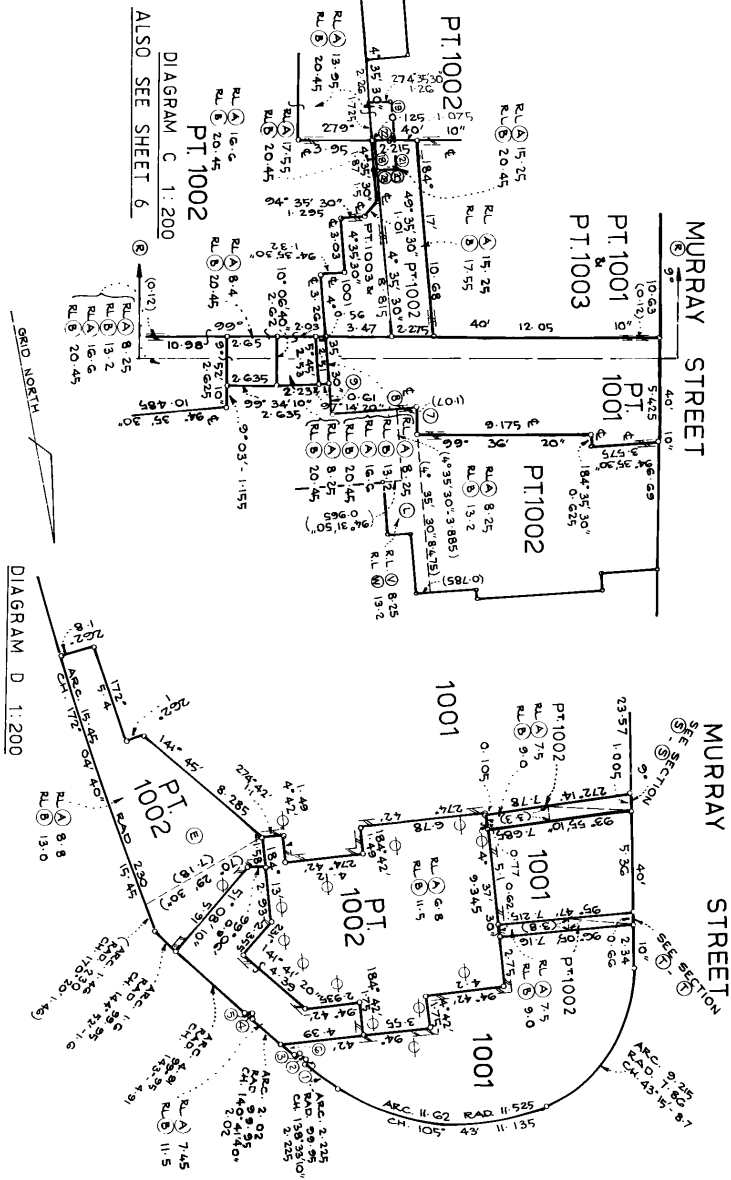
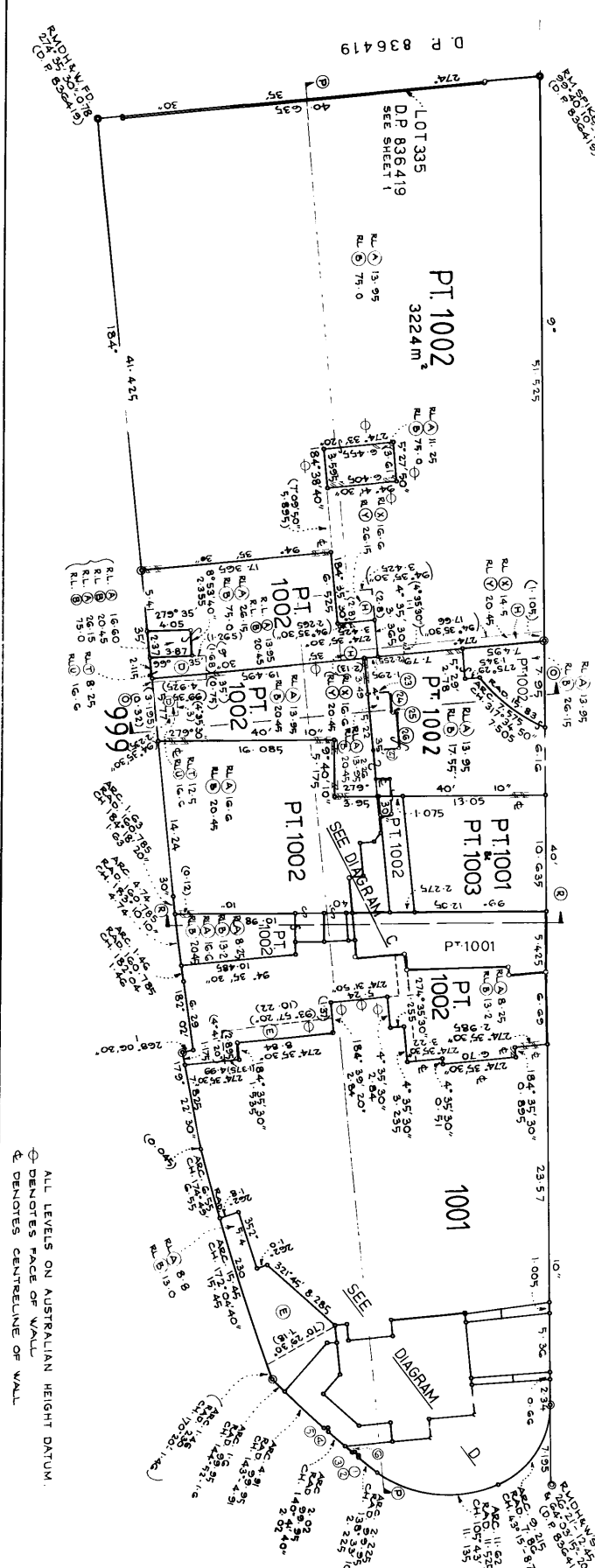


TABLE OF CURVED LINES		
No.	BEARING	DISTANCE
1	188° 47'	0.225
2	130° 47'	0.455
3	0° 23'	2.4
4	184° 35'	0.39
5	294° 33'	0.365
6	294° 33'	1.485
7	184° 35'	0.455
8	94° 35'	0.125
9	184° 35'	1.555
10	4° 35'	1.82
11	184° 35'	1.835
12	294° 33'	1.135
13	184° 35'	1.176



DP 844561
Registered 1/1/1994
This is Sheet 3 of my plan 6 sheets dated 1/1/1994
Surveyor Registered under Surveyors Act 1979
This is Sheet 3 of the plan of the land of the Surveyor covered by my Certificate No. 1
General Manager/Authorised Person
FOI use where stated is restricted in any other way
Reduction Ratio 1:300
Surveyors Reference 10-293 SI

THIS SHEET ILLUSTRATES LOT 1003

DP 844561

Registered: 14-12-1994

This is sheet 4 of my plan 6 sheets dated 1/7/94

M.S. Graham

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of 999 covered by my Certificate No

General Manager/Authorised Person

For use where source is insufficient in any case on Plan Form 2

LOT 1003 IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES AT RL (A) AND RL (B).
 (F) EASEMENT FOR ACCESS 6.48 WIDE & VARIABLE IS LIMITED IN DEPTH TO THE VARIOUS PLANES AS DEFINED BY LEVELS SHOWN RL... & LIMITED IN HEIGHT TO 2.1 ABOVE EACH LEVEL.

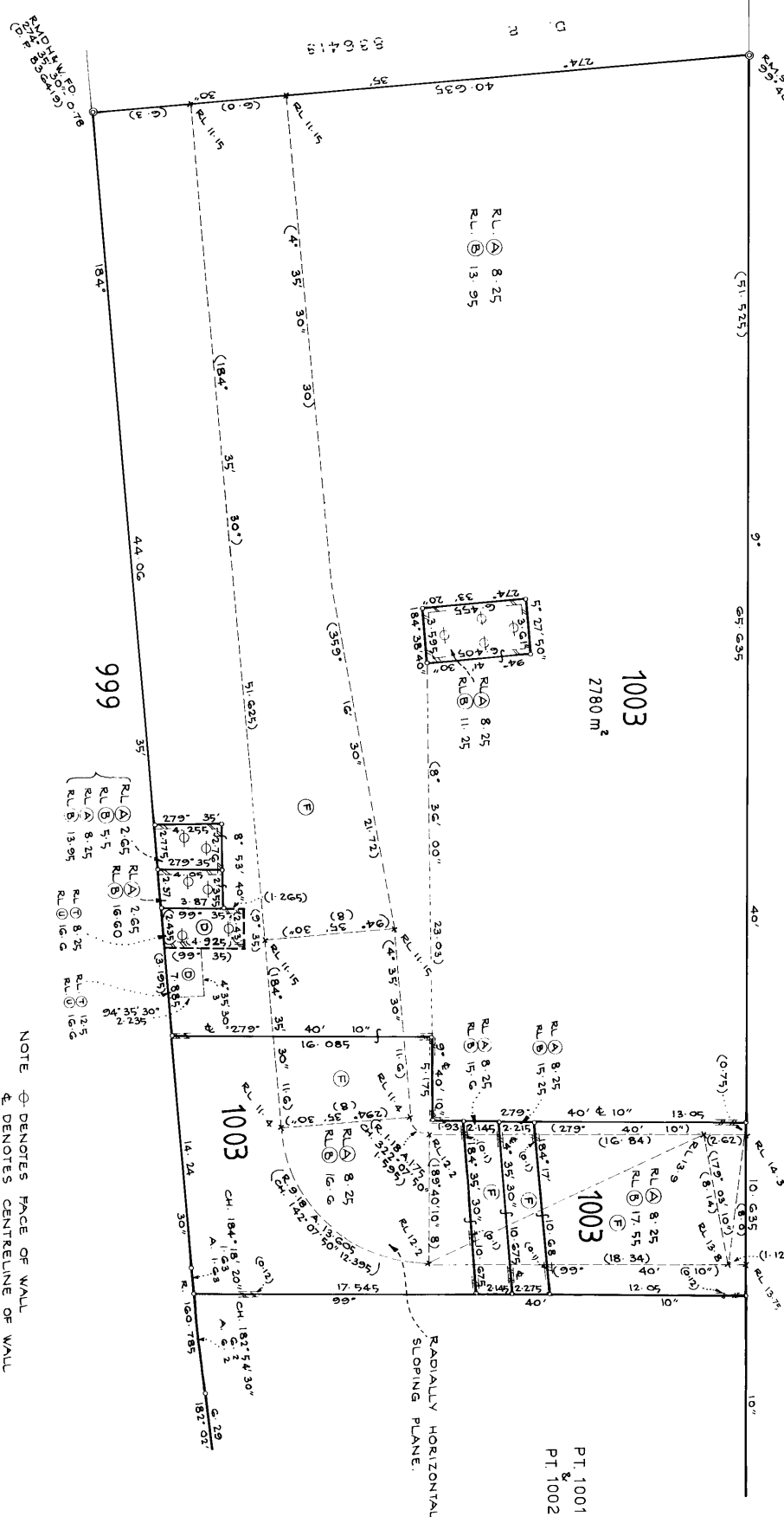
FOR SURVEY INFORMATION SEE SHEET 1

MURRAY

STREET

1003
2780 m²

PT. 1001
&
PT. 1002



NOTE: (A) DENOTES FACE OF WALL
 (B) DENOTES CENTRELINE OF WALL

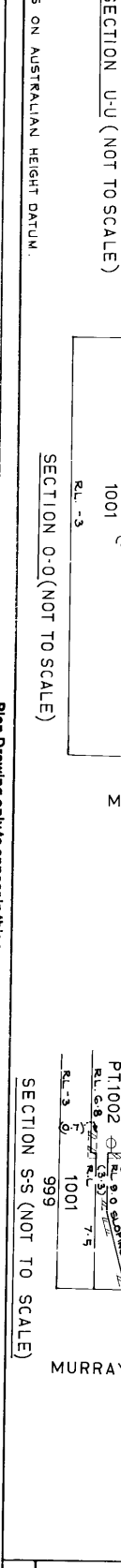
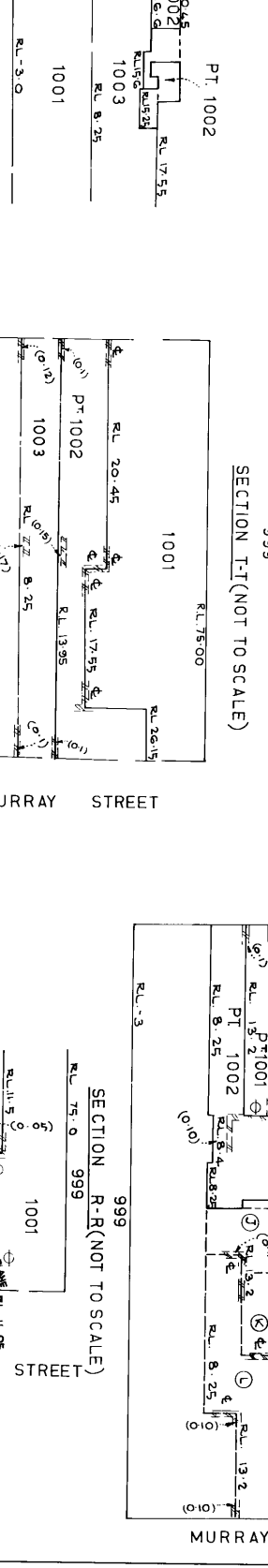
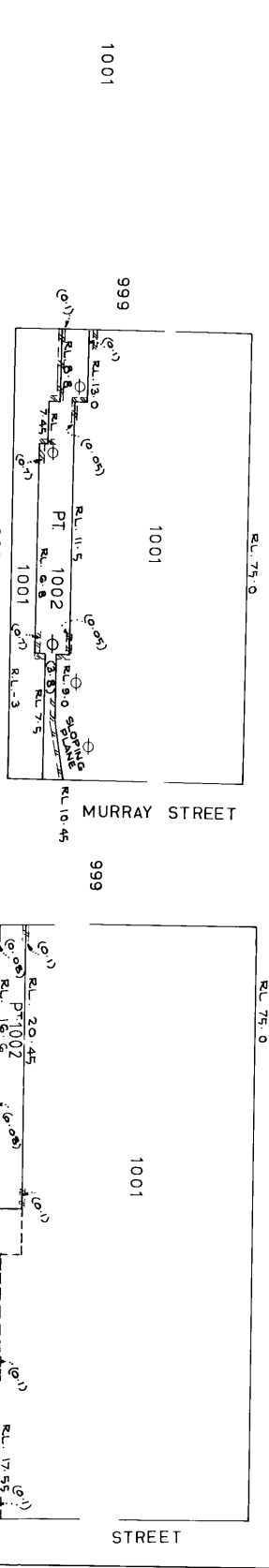
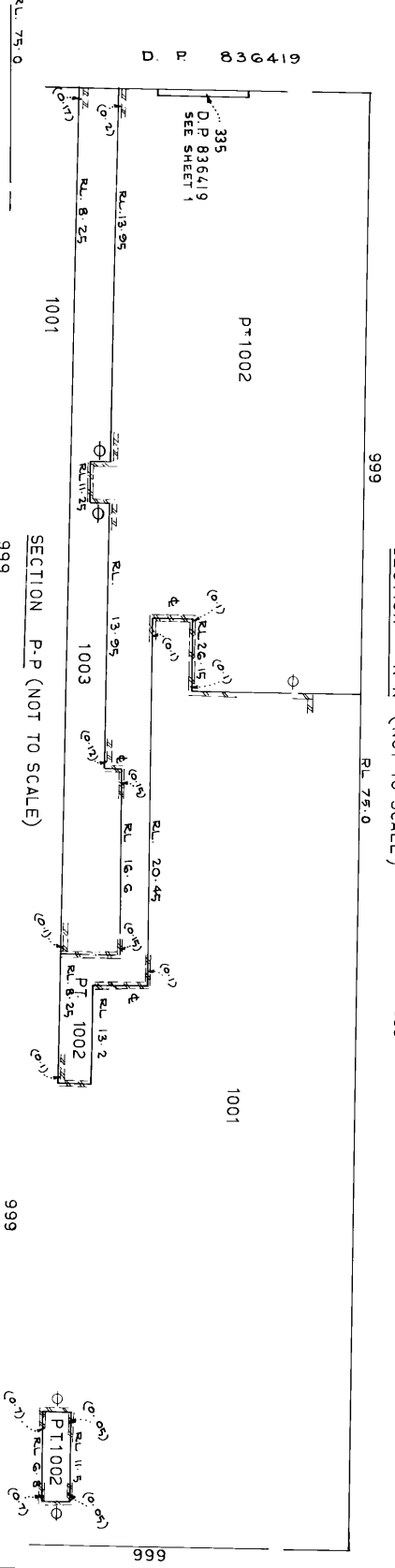
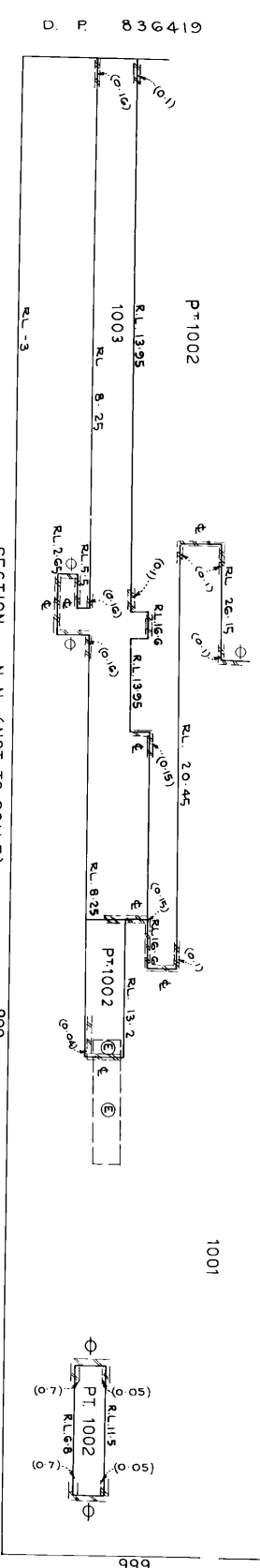
ALL LEVELS ON AUSTRALIAN HEIGHT DATUM.

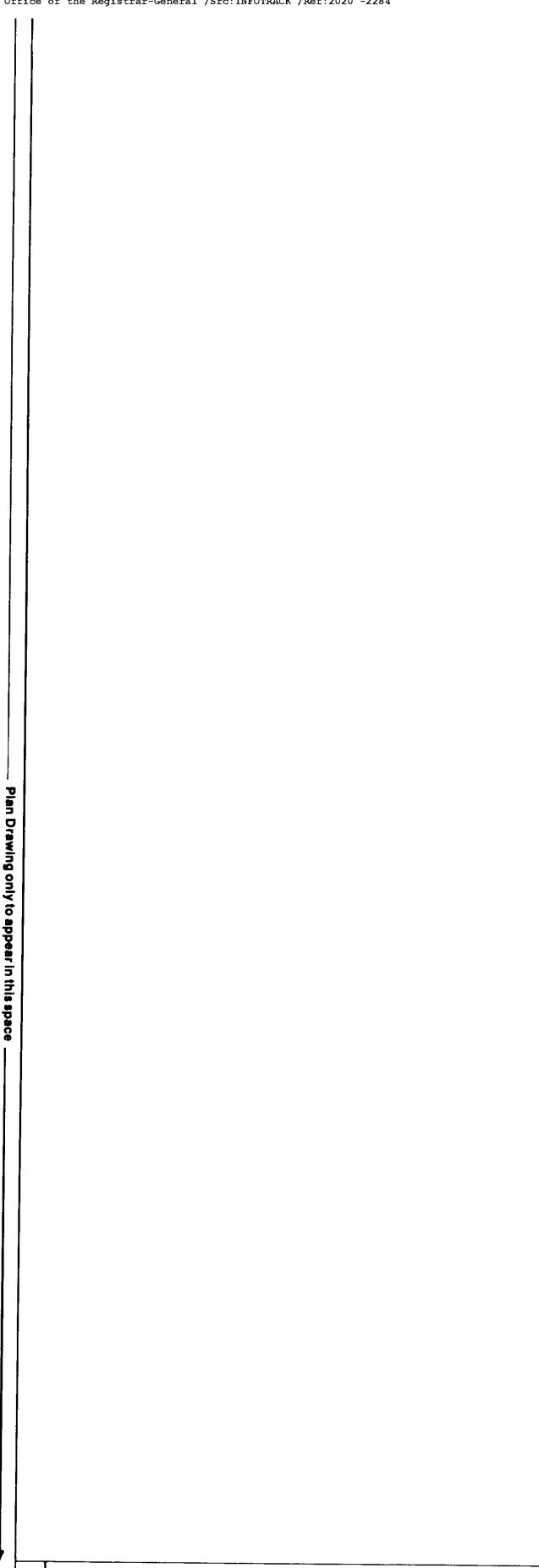
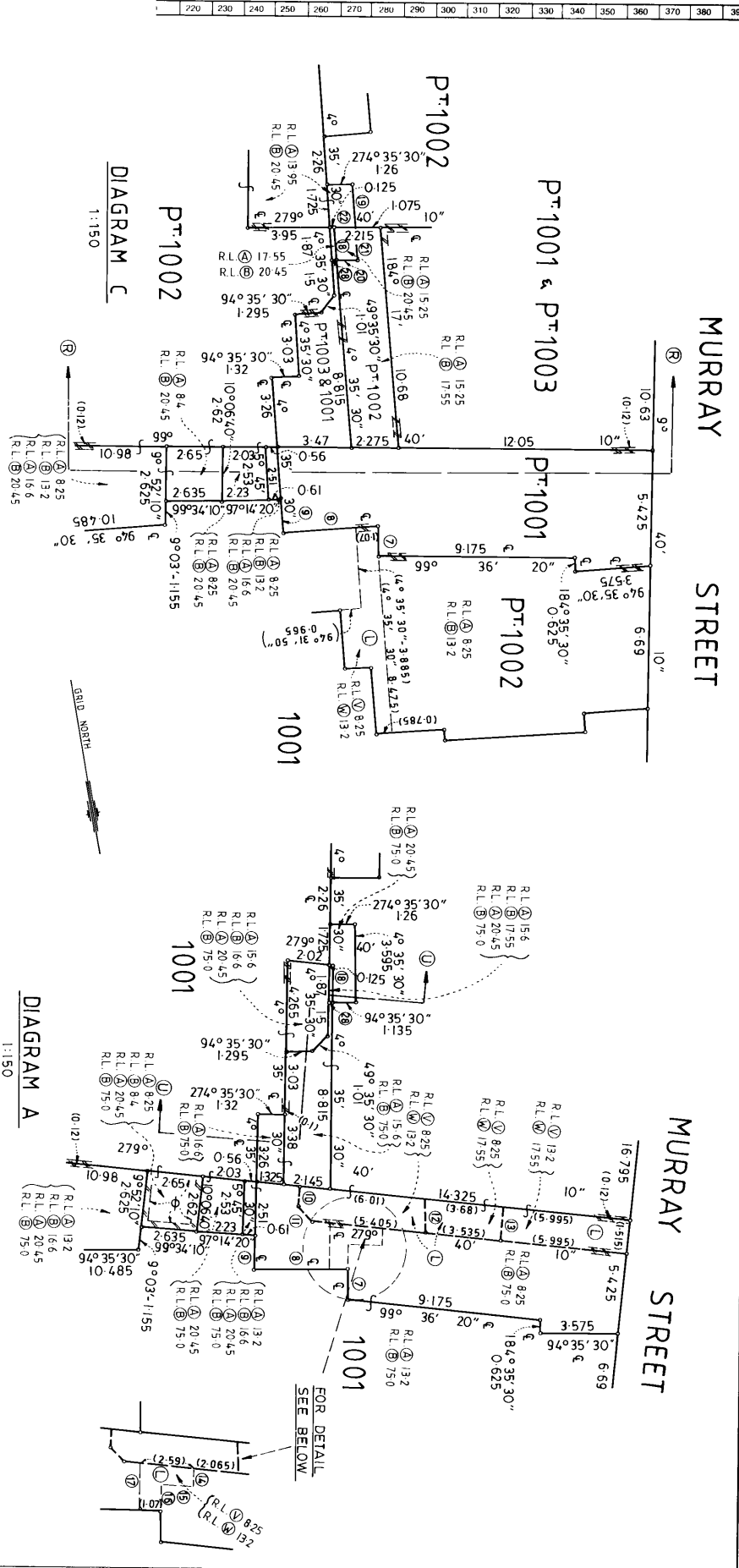
Plan Drawing only to appear in this space

Reduction Ratio: 200

SURVEYOR'S REFERENCE 10-293 SI

NOTE
⊕ DENOTES FACE OF WALL
⊕ DENOTES CENTRELINE OF WALL





DP 844561	Registered 14-12-1994	Drawn 1/7/94	1:150
SUPERVISOR'S REFERENCE 10-293 SI			

PLAN FORM 2

SIGNATURE AND SEALS ONLY



The Registrar-General
of the State of New South Wales
has approved this plan for registration
under the provisions of the
Conveyancing Act 1919.

Signed by the general manager
under delegated authority for
the Darling Harbour Authority.

Crown Lands Office Approval
LAN APPROVED
Authorised Officer
Paper No.
Field Book
Pages

Council's Certificate

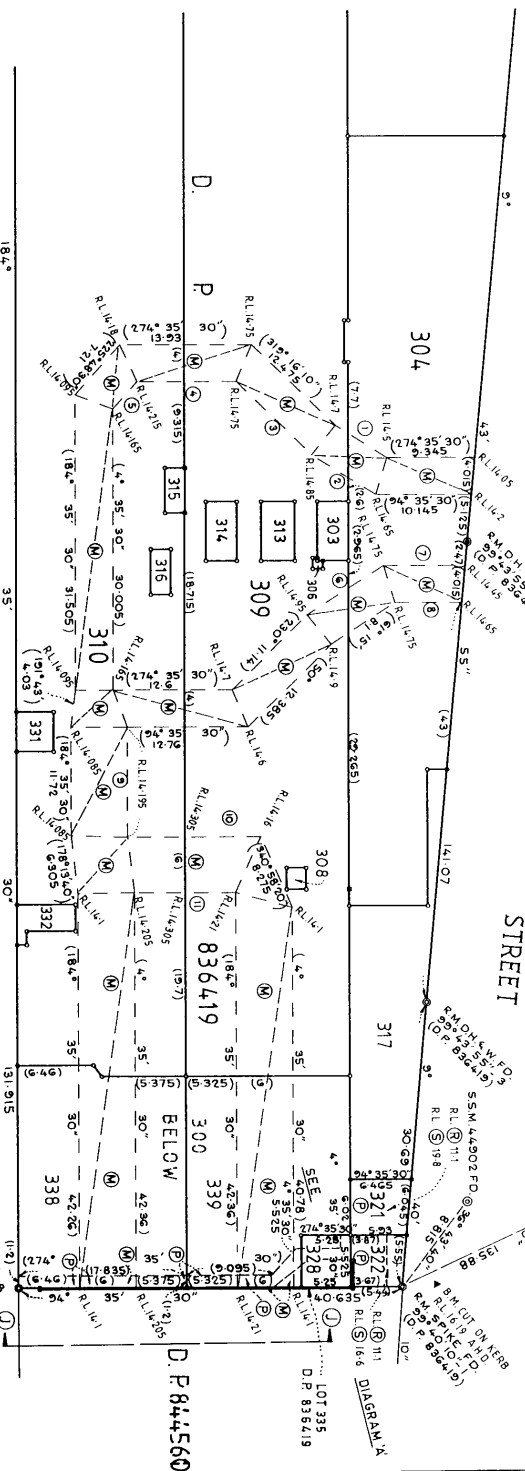
hereby certify that -
(a) the requirements of the Local Government Act, 1919 (other
than the requirements for registration of a plan under Part 2 of the
Conveyancing Act 1919) have been complied with by the applicant in relation to the
proposed "subdivision or consolidation of land" set out herein
(b) the requirements of the Local Government Act, 1919 (other
than the requirements for registration of a plan under Part 2 of the
Conveyancing Act 1919) have been complied with by the applicant in relation to the
proposed "subdivision or consolidation of land" set out herein
(c) the requirements of the Local Government Act, 1919 (other
than the requirements for registration of a plan under Part 2 of the
Conveyancing Act 1919) have been complied with by the applicant in relation to the
proposed "subdivision or consolidation of land" set out herein

General Manager/Authorised Person
Signature
Source File No.
The part of certificate to be deleted when the application is only for
subdivision or consolidation of land and the land is to be
subdivided or consolidated under the provisions of the
Conveyancing Act 1919.

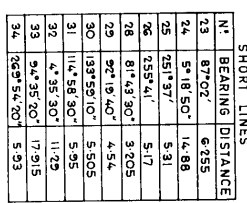
Plan Drawing only to appear in this space

⑤ EASEMENT FOR ACCESS 4 & 6 WIDE & VARIABLE IS LIMITED IN DEPTH
TO THE VARIOUS PLANES AS DEFINED BY LEVELS SHOWN R.L.
& LIMITED IN HEIGHT TO 209 ABOVE EACH LEVEL.
⑥ PROPOSED EASEMENT FOR AIR EXHAUST VARIABLE WIDTH
LIMITED IN DEPTH TO R.L. ⑤ & LIMITED IN HEIGHT TO R.L. ⑤
EASEMENT FOR HORIZONTAL & VERTICAL SUPPORT & EASEMENT FOR SERVICES
AFFECTING LOTS 1001 TO 1003 INCLUSIVE D.P. 844561 & LOTS 300, 302 TO 341
INCLUSIVE D.P. 836419

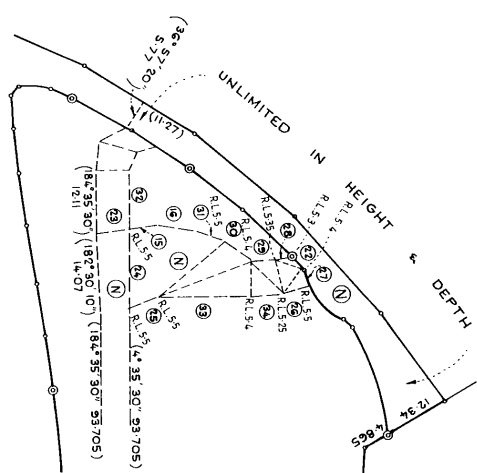
MURRAY STREET



For use where space is insufficient in any panel on P118 Form 2



SHORT LINES		
N°	BEARING	DISTANCE
23	87°02'	6.55
24	5°18'50"	14.88
25	255°1'37"	5.31
26	255°54'	5.17
28	81°45'30"	3.205
29	92°19'40"	4.54
30	133°58'10"	5.505
31	114°58'30"	5.95
32	4°35'30"	11.25
33	94°35'20"	17.915
34	268°54'20"	5.93



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

Lengths are in metres

(Sheet 1 of 11 Sheets)

DP 265257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 & Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

Full name and address of owner of the land:

Darling Harbour Authority
Level 16, 2 Market Street, Sydney

PART 1

- 1 Identity of easement, restriction or positive covenant firstly referred to in the abovementioned Plan: Easement for horizontal and vertical support

Schedule of Lots, etc. affected

Lots Burdened

~~Ø~~
All Lots (except Lot 301) in DP836419
All Lots in DP844561
~~Ø~~

Lots Benefited

~~Ø~~
All Lots in DP844561
~~Ø~~
All Lots (except Lot 301) in DP836419

~~Ø~~ Lots 300, 302 - 341
~~Ø~~ Lots 1001 - 1003

- 2 Identity of easement, restriction or positive covenant secondly referred to in the abovementioned Plan: Easement for access 4 and 6 wide and variable "M"

Schedule of Lots, etc. affected

Lots Burdened

Lots 304, 309, 310, 338 and 339 in DP836419

Lots Benefited

Lot 1002 in DP844561

- 3 Identity of easement, restriction or positive covenant thirdly referred to in the abovementioned Plan: Easement for access 4.5 and 5.5 wide and variable "N"

Signature of attesting witness *Diana Tully*

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

Lengths are in metres

(Sheet 2 of 11 Sheets)

Plan:

DP 265257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

Schedule of Lots, etc. affected

	Lots Burdened	Lots Benefited
	Lot 999 in DP844560 and Lot 300 in DP836419	Lot 1001 in DP844561
4	Identity of easement, restriction or positive covenant fourthly referred to in the abovementioned Plan:	Easement for services

Schedule of Lots, etc. affected

Lots Burdened	Lots Benefited
Ø All Lots (except Lot 301) in DP836419	Ø All Lots in DP844561
Ø All Lots in DP844561	Ø All Lots (except Lot 301) in DP836419

Ø Lots 300, 302 - 341
Ø Lots 1001 - 1003

PART 2

Definitions

In this instrument,

"Proprietor of a Lot Benefited", means and includes every person who is at any time entitled to an estate or interest including without limitation any freehold or leasehold estate or interest in possession in the relevant Lot Benefited or any part thereof with which the right shall be capable of enjoyment;

"Proprietor of a Lot Burdened", means and includes every person who is at any time entitled to an estate or interest including without limitation any freehold or leasehold estate or interest in possession in the relevant Lot Burdened or any part thereof to which the right shall be subject; and

"Authorised User" in respect of a Lot Benefited means each Proprietor of a Lot Benefited, the employees or contractors of, and any person authorised by, such proprietor.

- 1 **Terms of easement for horizontal and vertical support firstly referred to in the abovementioned Plan**

Full, free and unimpeded right for each Proprietor of a Lot Benefited at all times to have every structure on the Lot Benefited or any part of it ("Benefited Structure") supported, upheld and maintained vertically and horizontally by

Signature of attesting witness *Diane Talty*

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

Lengths are in metres

(Sheet 3 of 11 Sheets)

Plan:

DP 265257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

the soil of, and each structure on, the Lot Burdened or any part of it which is capable of affording support PROVIDED that any Proprietor of a Lot Burdened is nevertheless able to use such part of that lot as is burdened for any purpose permitted by law from time to time not inconsistent with the rights hereby conferred TOGETHER WITH access to the Lots Burdened for the purposes set out in this easement subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between each Proprietor of a Lot Benefited and each Proprietor of a Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

- (1) each Authorised User authorised in writing shall have the right with any tools, implements or machinery necessary for the purposes, to enter upon and within that part of each Lot Burdened as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of constructing, inspecting, repairing, maintaining or renewing the structures ("**Work**"); and
- (2) before any Authorised User may exercise the right hereby granted the relevant Proprietor of a Lot Benefited or a person nominated by the relevant Proprietor of the Lot Benefited shall first give a reasonable period of notice to the relevant Proprietor of a Lot Burdened or a person nominated by the relevant Proprietor of the Lot Burdened of the intended exercise of such right and indicating generally the identity of the Authorised User or Authorised Users; and
- (3) any Authorised User shall at all times while upon any Lot Burdened identify himself upon demand by the relevant Proprietor of a Lot Burdened or his nominees; and
- (4)
 - (a) an Authorised User entering upon any Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and each Proprietor of a Lot Benefited hereby releases each Proprietor of a Lot Burdened and its contractors and employees 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 of or injury to any person entering upon any Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the relevant Proprietor of a Lot Burdened, its contractors or employees; and
 - (b) each Proprietor of a Lot Benefited shall indemnify and keep indemnified each Proprietor of a Lot Burdened and its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by any Proprietor of a Lot Burdened or for which such Proprietor of a Lot Burdened or its contractors or employees may become liable

Signature of attesting witness *D. J. Jones*

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

Lengths are in metres

(Sheet 4 of 11 Sheets)

Plan:

DP 265257

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

in respect of any loss, damage, death or injury from any cause
whatsoever to any Lot Burdened or to any property or person
within or without any Lot Burdened, occasioned or contributed to
by any act, omission, neglect, breach of the conditions of this
easement or default of the relevant Proprietor of a Lot Benefited
or any Authorised User of such proprietor upon any Lot Burdened
in pursuance of the rights hereby granted; and

- (5) in exercising the rights granted by this easement each Proprietor of a Lot
Benefited and each Authorised User shall:
- (i) not unreasonably interfere with the enjoyment of any Lot
Burdened;
 - (ii) cause as little disturbance or damage as possible to the relevant
Lot Burdened; and
 - (iii) if there is any disturbance or damage, restore it as nearly as
practicable to its original condition.

In this easement a reference to a structure includes, without limitation, a
column, pillar, pile, pylon, beam, wall, floor, ceiling, buttress, arch or cantilever,
and all ancillary rights and obligations reasonably necessary to make this
easement effective shall apply in respect of it.

**2. Terms of easement for access 4 and 6 wide and variable "M" secondly referred to
in the abovementioned Plan**

Full, free and unimpeded right for any Authorised User at all times to go, pass
and repass across and through that part of the Lot Burdened shown in the
abovementioned plan as "RIGHT OF ACCESS" at all times and for all purposes
with or without vehicles to and from a Lot Benefited or any part of it subject to
the following conditions, which conditions shall also constitute and be covenants
and agreements by and between each Proprietor of a Lot Benefited and each
Proprietor of a Lot Burdened for themselves and their respective successors,
assigns and transferees with the intention and agreement that the benefit and
burden of such covenants and agreements shall pass with the benefit and burden
of this easement:

- (1) (a) an Authorised User entering upon any Lot Burdened pursuant to
the rights granted by this easement shall do so at his or her own
risk and each Proprietor of a Lot Benefited hereby releases each
Proprietor of a Lot Burdened and its contractors and employees
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 of or injury to any person entering upon any Lot

Signature of attesting witness

Diane Talty

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

Lengths are in metres

(Sheet 5 of 11 Sheets)

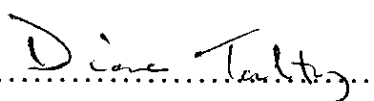
Plan:

DP 265257

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

Burdened in pursuance of the rights hereby granted other than as
may be caused or contributed to by the wilful or negligent act or
omission of the relevant Proprietor of a Lot Burdened, its
contractor or employees; and

- (b) each Proprietor of a Lot Benefited shall indemnify and keep
indemnified each Proprietor of a Lot Burdened and its
contractors and employees from and against all actions, claims,
demands, losses, damages, costs and expenses incurred by any
Proprietor of a Lot Burdened or for which such Proprietor of a
Lot Burdened or its contractors or employees may become liable
in respect of any loss, damage, death or injury from any cause
whatsoever to any Lot Burdened or to any property or persons
within or without any Lot Burdened, occasioned or contributed to
by any act, omission, neglect, breach of the conditions of this
easement or default of the relevant Proprietor of a Lot Benefited
or any Authorised User of such proprietor upon any Lot Burdened
in pursuance of the rights hereby granted; and
- (c) at the reasonable request of any Proprietor of a Lot Benefited
the relevant Proprietor of a Lot Burdened shall appoint such
Proprietor of a Lot Benefited as its true and lawful attorney to
institute, prosecute and settle any proceedings (at the sole cost
of such Proprietor of a Lot Benefited) which that proprietor
desires to take for the purposes of recovering any losses,
damages, costs or expenses referred to in this easement provided
that such Proprietor of a Lot Benefited indemnifies the relevant
Proprietor of a Lot Burdened against any costs, awards or
damages arising out of or in relation to those proceedings; and
- (2) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
signs on the relevant Lot Burdened for the safety or convenience of
persons exercising the rights conferred by this easement or for the
administration or regulation of the exercise of this easement; and
- (3) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
gates and card readers on the relevant Lot Burdened in order to regulate
the exercise of the rights conferred by this easement; and
- (4) at the cost of the relevant Proprietor of a Lot Benefited, to enter the
relevant Lot Burdened to maintain, repair or renew any structure of
apparatus reasonably necessary for the orderly safe and convenient
exercise of the rights conferred by this easement or the regulation
thereof; and

Signature of attesting witness 

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

Lengths are in metres

(Sheet 6 of 11 Sheets)

Plan: **DP 265257** Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

- (5) in exercising the rights granted by this easement each Proprietor of a Lot Benefited and each Authorised User of such proprietor shall:
- (i) not unreasonably interfere with the enjoyment of any Lot Burdened,
 - (ii) cause as little disturbance or damage as possible to the relevant Lot Burdened, and
 - (iii) if there is any disturbance or damage, restore it as nearly as practicable to its original condition.

3. Terms of easement for access 4.5 and 5.5 wide and variable "N" thirdly referred to in the abovementioned Plan

Full, free and unimpeded right for any Authorised User at all times to go, pass and repass across and through that part of the Lot Burdened shown in the abovementioned plan as "RIGHT OF ACCESS" at all times and for all purposes with or without vehicles to and from a Lot Benefited or any part of it subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between each Proprietor of a Lot Benefited and each Proprietor of a Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

- (1) (a) an Authorised User entering upon any Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and each Proprietor of a Lot Burdened hereby release each Proprietor of a Lot Burdened and its contractors and employees 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 of or injury to any person entering upon any Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the relevant Proprietor of a Lot Burdened, its contractors or employees; and
- (b) each Proprietor of a Lot Benefited shall indemnify and keep indemnified each Proprietor of a Lot Burdened and its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by any Proprietor of a Lot Burdened or for which such Proprietor of a Lot Burdened or its contractors or employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to any Lot Burdened or to any property or person

Signature of attesting witness *Diana Talty*

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

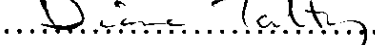
Lengths are in metres

(Sheet 7 of 11 Sheets)

Plan: DP 265257 Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

within or without any Lot Burdened, occasioned or contributed to
by any act, omission, neglect, breach of the conditions of this
easement or default of the relevant Proprietor of a Lot Benefited
or any Authorised User of such proprietor upon any Lot Burdened
in pursuance of the rights hereby granted; and

- (c) at the reasonable request of any Proprietor of a Lot Benefited
the relevant Proprietor of a Lot Burdened shall appoint such
Proprietor of a Lot Benefited as its true and lawful attorney to
institute, prosecute and settle any proceedings (at the sole cost
of such Proprietor of a Lot Benefited) which that proprietor
desires to take for the purposes of recovering any losses,
damages, costs or expenses referred to in this easement provided
that such Proprietor of a Lot Benefited indemnifies the relevant
Proprietor of a Lot Burdened against any costs, awards or
damages arising out of or in relation to those proceedings; and
- (2) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
signs on the relevant Lot Burdened for the safety or convenience of
persons exercising the rights conferred by this easement or for the
administration or regulation of the exercise of this easement; and
- (3) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
gates and card readers on the relevant Lot Burdened in order to regulate
the exercise of the rights conferred by this easement; and
- (4) at the cost of the relevant Proprietor of a Lot Benefited, to enter the
relevant Lot Burdened to maintain, repair or renew any structure or
apparatus reasonably necessary for the orderly safe and convenient
exercise of the rights conferred by this easement or the regulation
thereof; and
- (5) in exercising the rights granted by this easement each Proprietor of a Lot
Benefited and each Authorised User of such proprietor shall:
- (i) not unreasonably interfere with the enjoyment of any Lot
Burdened;
- (ii) cause as little disturbance or damage as possible to the relevant
Lot Burdened; and
- (iii) if there is any disturbance or damage, restore it as nearly as
practicable to its original condition.

Signature of attesting witness

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

Lengths are in metres

(Sheet 8 of 11 Sheets)

Plan: DP 265 257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

In relation to this easement no rights or obligations are conferred or imposed by virtue of section 9 Strata Titles (Leasehold) Act 1986.

4. Terms of easement for services fourthly referred to in the abovementioned Plan

Full, free and unimpeded right for each Proprietor of a Lot Benefited at all times:

- (a) to the free and uninterrupted passage across and through any Lot Burdened of any service which is reasonably necessary for the use and enjoyment of each Lot Benefited or any part of such lot including without limitation, electricity, gas, oil, telephone, water (including without limitation, water for any sprinkler system), sewerage, drainage, garbage, air (including air which requires to be exhausted to the outside or drawn from the outside), television signals or impulses, radio signals or impulses, electronic signals or impulses, fire or other alarm systems, security systems and any system providing a warning, signalling or other communication facility within or through the wires, cables, pipes, conduits, ducts, shutes, drains and other structures and things which are in existence at the date of creation of this easement ("Works"); and
- (b) for any Authorised User authorised in writing with any tools, implements or machinery necessary for the purposes, to enter upon and within that part of each Lot Burdened as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of laying, inspecting, testing, cleansing, repairing, maintaining or renewing the Works,

each of the above easements is subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between each Proprietor of a Lot Benefited and each Proprietor of a Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

- (1) (a) except when urgent maintenance is required an Authorised User must give to the relevant Proprietor of a Lot Burdened not less than 7 days prior written notice of the intention to exercise rights to carry out Works and indicating generally the identity of the relevant Authorised Users;
- (b) any Authorised User shall at all times while upon any Lot Burdened identify himself upon demand by the proprietor of the relevant Lot Burdened or his nominees; and

Signature of attesting witness

Diana Talty

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

Lengths are in metres

(Sheet 9 of 11 Sheets)

Plan: **DP 265 257**

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

- (c) except when urgent maintenance is required the relevant Proprietor of a Lot Burdened or a person nominated by the relevant Proprietor of the Lot Burdened may prescribe the hours of the day or night during which Works may be carried out but in making such prescription such proprietor or nominee must act reasonably; and
- (2) (a) an Authorised User entering upon any Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and each Proprietor of a Lot Benefited hereby releases each Proprietor of a Lot Burdened and its contractors and employees 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 of or injury to any person entering upon any Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the relevant Proprietor of a Lot Burdened, its contractors or employees; and
- (b) each Proprietor of a Lot Benefited shall indemnify and keep indemnified each Proprietor of a Lot Burdened and its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by any Proprietor of a Lot Burdened or for which such Proprietor of a Lot Burdened or its contractors or employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to any Lot Burdened or to any property or person within or without any Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the relevant Proprietor of a Lot Benefited or any Authorised User of such proprietor upon any Lot Burdened in pursuance of the rights hereby granted; and
- (3) in exercising the rights granted by this easement each Proprietor of a Lot Benefited and each Authorised User of such proprietor shall:
 - (i) not unreasonably interfere with the enjoyment of any Lot Burdened;
 - (ii) cause as little disturbance or damage as possible to the relevant Lot Burdened; and
 - (iii) if there is any disturbance or damage, restore it as nearly as practicable to its original condition.

Signature of attesting witness

Diane Talty

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

Lengths are in metres

(Sheet 10 of 11 Sheets)

Plan: DP265257

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

Where a stratum parcel or a former stratum parcel is the dominant tenement or a part thereof a person other than the body corporate in respect of that stratum parcel or former stratum parcel who would otherwise be entitled to the rights specified in paragraphs 5(1)(b) and 5(1)(c) of Schedule 1 ("**Schedule 1**") to the Strata Titles (Leasehold) Act 1986 ("**the Act**") by reason of falling within the description set out in paragraph 1(2)(a)(i) of Schedule 1 shall not be so entitled.

For the purposes of paragraph 6(1)(b) of Schedule 1 the person entitled to an estate or interest in possession in a stratum parcel or former stratum parcel shall be taken to be the body corporate in respect of the stratum parcel or former stratum parcel and the person entitled to an estate or interest in possession in a lot that is not a stratum parcel or former stratum parcel shall be taken to be the lessor or its successors in title to the fee simple absolute in the lot.

For the purposes of paragraph 6(1)(b) of Schedule 1, where an easement benefits two or more lots jointly the persons entitled to an estate or interest in possession in the dominant tenement shall comprise each person who is, or in the case of a lot that is a stratum parcel or former stratum parcel who is to be taken to be, a person entitled to an estate or interest in possession in any one or more of the lots.

Without prejudice to any provision in any strata management statement the costs of maintenance and repair in respect of the easements for services fourthly referred to in the abovementioned Plan shall be borne by the persons obliged hereunder to maintain and repair the pipes and apparatus to which the easement relates and shall be so borne in such proportions as are fair and reasonable having regard to the relative levels of use of the pipes or apparatus the subject of the maintenance or repair on or in connection with the stratum parcel or former stratum parcel or lot or any part thereof by reference to which the persons are so obliged.

The terms of this easement shall be construed in accordance with the Act.

Signature of attesting witness

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

Lengths are in metres

(Sheet 11 of 11 Sheets)

Plan: **DP 265 257**

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

SIGNED by TERRY JONES as)
delegate of DARLING HARBOUR)
AUTHORITY in the presence of:)

..... *Di Talty*
Signature of witness

Di Talty
Name of witness

c/- Darling Harbour Authority
Level 16, 2 Market Street
Sydney 2000
Address of witness

..... *[Signature]*

THE COMMON SEAL of VOTRAINT)
NO. 756 PTY LIMITED ACN 058 848)
794 is affixed in accordance with its)
articles of association in the presence)
of:

..... *[Signature]*
Signature of authorised person
..... *Secretary*
Office held

..... *John Knowles*
Name of authorised person (block
letters)



..... *[Signature]*
Signature of authorised person
..... *DIRECTOR*
Office held

..... *DAVID BARESKY*
Name of authorised person (block
letters)

THE COMMON SEAL of INDOSUEZ)
AUSTRALIA LIMITED ACN 002 540)
409 is affixed in accordance with its)
articles of association in the presence)
of:

..... *[Signature]*
Signature of authorised person
..... *DIRECTOR*
Office held

..... *DAVID BEAR*
Name of authorised person (block
letters)



..... *[Signature]*
Signature of authorised person
..... *COMPANY SECRETARY*
Office held

..... *ROBERT NEAT*
Name of authorised person (block
letters)

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

Lengths are in metres

(Sheet 1 of 11 Sheets)

DP 265257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 & Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

Full name and address of owner of the land:

Darling Harbour Authority
Level 16, 2 Market Street, Sydney

PART 1

- 1 Identity of easement, restriction or positive covenant firstly referred to in the abovementioned Plan: Easement for horizontal and vertical support

Schedule of Lots, etc. affected

Lots Burdened

~~Ø~~
All Lots (except Lot 301) in DP836419
All Lots in DP844561
~~Ø~~

Lots Benefited

~~Ø~~
All Lots in DP844561
~~Ø~~
All Lots (except Lot 301) in DP836419

~~Ø~~ Lots 300, 302 - 341
~~Ø~~ Lots 1001 - 1003

- 2 Identity of easement, restriction or positive covenant secondly referred to in the abovementioned Plan: Easement for access 4 and 6 wide and variable "M"

Schedule of Lots, etc. affected

Lots Burdened

Lots 304, 309, 310, 338 and 339 in DP836419

Lots Benefited

Lot 1002 in DP844561

- 3 Identity of easement, restriction or positive covenant thirdly referred to in the abovementioned Plan: Easement for access 4.5 and 5.5 wide and variable "N"

Signature of attesting witness *Diana Tully*

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

Lengths are in metres

(Sheet 2 of 11 Sheets)

Plan:

DP 265257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

Schedule of Lots, etc. affected

	Lots Burdened	Lots Benefited
	Lot 999 in DP844560 and Lot 300 in DP836419	Lot 1001 in DP844561
4	Identity of easement, restriction or positive covenant fourthly referred to in the abovementioned Plan:	Easement for services

Schedule of Lots, etc. affected

Lots Burdened	Lots Benefited
Ø All Lots (except Lot 301) in DP836419	Ø All Lots in DP844561
Ø All Lots in DP844561	Ø All Lots (except Lot 301) in DP836419

Ø Lots 300, 302 - 341
Ø Lots 1001 - 1003

PART 2

Definitions

In this instrument,

"Proprietor of a Lot Benefited", means and includes every person who is at any time entitled to an estate or interest including without limitation any freehold or leasehold estate or interest in possession in the relevant Lot Benefited or any part thereof with which the right shall be capable of enjoyment;

"Proprietor of a Lot Burdened", means and includes every person who is at any time entitled to an estate or interest including without limitation any freehold or leasehold estate or interest in possession in the relevant Lot Burdened or any part thereof to which the right shall be subject; and

"Authorised User" in respect of a Lot Benefited means each Proprietor of a Lot Benefited, the employees or contractors of, and any person authorised by, such proprietor.

- 1 **Terms of easement for horizontal and vertical support firstly referred to in the abovementioned Plan**

Full, free and unimpeded right for each Proprietor of a Lot Benefited at all times to have every structure on the Lot Benefited or any part of it ("Benefited Structure") supported, upheld and maintained vertically and horizontally by

Signature of attesting witness *Diane Talty*

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

Lengths are in metres

(Sheet 3 of 11 Sheets)

Plan:

DP 265257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

the soil of, and each structure on, the Lot Burdened or any part of it which is capable of affording support PROVIDED that any Proprietor of a Lot Burdened is nevertheless able to use such part of that lot as is burdened for any purpose permitted by law from time to time not inconsistent with the rights hereby conferred TOGETHER WITH access to the Lots Burdened for the purposes set out in this easement subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between each Proprietor of a Lot Benefited and each Proprietor of a Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

- (1) each Authorised User authorised in writing shall have the right with any tools, implements or machinery necessary for the purposes, to enter upon and within that part of each Lot Burdened as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of constructing, inspecting, repairing, maintaining or renewing the structures ("**Work**"); and
- (2) before any Authorised User may exercise the right hereby granted the relevant Proprietor of a Lot Benefited or a person nominated by the relevant Proprietor of the Lot Benefited shall first give a reasonable period of notice to the relevant Proprietor of a Lot Burdened or a person nominated by the relevant Proprietor of the Lot Burdened of the intended exercise of such right and indicating generally the identity of the Authorised User or Authorised Users; and
- (3) any Authorised User shall at all times while upon any Lot Burdened identify himself upon demand by the relevant Proprietor of a Lot Burdened or his nominees; and
- (4)
 - (a) an Authorised User entering upon any Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and each Proprietor of a Lot Benefited hereby releases each Proprietor of a Lot Burdened and its contractors and employees 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 of or injury to any person entering upon any Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the relevant Proprietor of a Lot Burdened, its contractors or employees; and
 - (b) each Proprietor of a Lot Benefited shall indemnify and keep indemnified each Proprietor of a Lot Burdened and its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by any Proprietor of a Lot Burdened or for which such Proprietor of a Lot Burdened or its contractors or employees may become liable

Signature of attesting witness *D. J. Jones*

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

Lengths are in metres

(Sheet 4 of 11 Sheets)

Plan:

DP 265257

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

in respect of any loss, damage, death or injury from any cause
whatsoever to any Lot Burdened or to any property or person
within or without any Lot Burdened, occasioned or contributed to
by any act, omission, neglect, breach of the conditions of this
easement or default of the relevant Proprietor of a Lot Benefited
or any Authorised User of such proprietor upon any Lot Burdened
in pursuance of the rights hereby granted; and

- (5) in exercising the rights granted by this easement each Proprietor of a Lot
Benefited and each Authorised User shall:
- (i) not unreasonably interfere with the enjoyment of any Lot
Burdened;
 - (ii) cause as little disturbance or damage as possible to the relevant
Lot Burdened; and
 - (iii) if there is any disturbance or damage, restore it as nearly as
practicable to its original condition.

In this easement a reference to a structure includes, without limitation, a
column, pillar, pile, pylon, beam, wall, floor, ceiling, buttress, arch or cantilever,
and all ancillary rights and obligations reasonably necessary to make this
easement effective shall apply in respect of it.

**2. Terms of easement for access 4 and 6 wide and variable "M" secondly referred to
in the abovementioned Plan**

Full, free and unimpeded right for any Authorised User at all times to go, pass
and repass across and through that part of the Lot Burdened shown in the
abovementioned plan as "RIGHT OF ACCESS" at all times and for all purposes
with or without vehicles to and from a Lot Benefited or any part of it subject to
the following conditions, which conditions shall also constitute and be covenants
and agreements by and between each Proprietor of a Lot Benefited and each
Proprietor of a Lot Burdened for themselves and their respective successors,
assigns and transferees with the intention and agreement that the benefit and
burden of such covenants and agreements shall pass with the benefit and burden
of this easement:

- (1) (a) an Authorised User entering upon any Lot Burdened pursuant to
the rights granted by this easement shall do so at his or her own
risk and each Proprietor of a Lot Benefited hereby releases each
Proprietor of a Lot Burdened and its contractors and employees
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 of or injury to any person entering upon any Lot

Signature of attesting witness

Diane Talty

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

Lengths are in metres

(Sheet 5 of 11 Sheets)

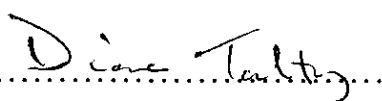
Plan:

DP 265257

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

Burdened in pursuance of the rights hereby granted other than as
may be caused or contributed to by the wilful or negligent act or
omission of the relevant Proprietor of a Lot Burdened, its
contractor or employees; and

- (b) each Proprietor of a Lot Benefited shall indemnify and keep
indemnified each Proprietor of a Lot Burdened and its
contractors and employees from and against all actions, claims,
demands, losses, damages, costs and expenses incurred by any
Proprietor of a Lot Burdened or for which such Proprietor of a
Lot Burdened or its contractors or employees may become liable
in respect of any loss, damage, death or injury from any cause
whatsoever to any Lot Burdened or to any property or persons
within or without any Lot Burdened, occasioned or contributed to
by any act, omission, neglect, breach of the conditions of this
easement or default of the relevant Proprietor of a Lot Benefited
or any Authorised User of such proprietor upon any Lot Burdened
in pursuance of the rights hereby granted; and
- (c) at the reasonable request of any Proprietor of a Lot Benefited
the relevant Proprietor of a Lot Burdened shall appoint such
Proprietor of a Lot Benefited as its true and lawful attorney to
institute, prosecute and settle any proceedings (at the sole cost
of such Proprietor of a Lot Benefited) which that proprietor
desires to take for the purposes of recovering any losses,
damages, costs or expenses referred to in this easement provided
that such Proprietor of a Lot Benefited indemnifies the relevant
Proprietor of a Lot Burdened against any costs, awards or
damages arising out of or in relation to those proceedings; and
- (2) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
signs on the relevant Lot Burdened for the safety or convenience of
persons exercising the rights conferred by this easement or for the
administration or regulation of the exercise of this easement; and
- (3) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
gates and card readers on the relevant Lot Burdened in order to regulate
the exercise of the rights conferred by this easement; and
- (4) at the cost of the relevant Proprietor of a Lot Benefited, to enter the
relevant Lot Burdened to maintain, repair or renew any structure of
apparatus reasonably necessary for the orderly safe and convenient
exercise of the rights conferred by this easement or the regulation
thereof; and

Signature of attesting witness 

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

Lengths are in metres

(Sheet 6 of 11 Sheets)

Plan: **DP 265257** Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

- (5) in exercising the rights granted by this easement each Proprietor of a Lot Benefited and each Authorised User of such proprietor shall:
- (i) not unreasonably interfere with the enjoyment of any Lot Burdened,
 - (ii) cause as little disturbance or damage as possible to the relevant Lot Burdened, and
 - (iii) if there is any disturbance or damage, restore it as nearly as practicable to its original condition.

3. Terms of easement for access 4.5 and 5.5 wide and variable "N" thirdly referred to in the abovementioned Plan

Full, free and unimpeded right for any Authorised User at all times to go, pass and repass across and through that part of the Lot Burdened shown in the abovementioned plan as "RIGHT OF ACCESS" at all times and for all purposes with or without vehicles to and from a Lot Benefited or any part of it subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between each Proprietor of a Lot Benefited and each Proprietor of a Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

- (1) (a) an Authorised User entering upon any Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and each Proprietor of a Lot Burdened hereby release each Proprietor of a Lot Burdened and its contractors and employees 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 of or injury to any person entering upon any Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the relevant Proprietor of a Lot Burdened, its contractors or employees; and
- (b) each Proprietor of a Lot Benefited shall indemnify and keep indemnified each Proprietor of a Lot Burdened and its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by any Proprietor of a Lot Burdened or for which such Proprietor of a Lot Burdened or its contractors or employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to any Lot Burdened or to any property or person

Signature of attesting witness *Diana Talty*

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

Lengths are in metres

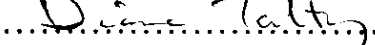
(Sheet 7 of 11 Sheets)

Plan: DP 265257

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

within or without any Lot Burdened, occasioned or contributed to
by any act, omission, neglect, breach of the conditions of this
easement or default of the relevant Proprietor of a Lot Benefited
or any Authorised User of such proprietor upon any Lot Burdened
in pursuance of the rights hereby granted; and

- (c) at the reasonable request of any Proprietor of a Lot Benefited
the relevant Proprietor of a Lot Burdened shall appoint such
Proprietor of a Lot Benefited as its true and lawful attorney to
institute, prosecute and settle any proceedings (at the sole cost
of such Proprietor of a Lot Benefited) which that proprietor
desires to take for the purposes of recovering any losses,
damages, costs or expenses referred to in this easement provided
that such Proprietor of a Lot Benefited indemnifies the relevant
Proprietor of a Lot Burdened against any costs, awards or
damages arising out of or in relation to those proceedings; and
- (2) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
signs on the relevant Lot Burdened for the safety or convenience of
persons exercising the rights conferred by this easement or for the
administration or regulation of the exercise of this easement; and
- (3) with the prior approval in writing of the relevant Proprietor of a Lot
Burdened (which approval shall not be unreasonably withheld), to install
gates and card readers on the relevant Lot Burdened in order to regulate
the exercise of the rights conferred by this easement; and
- (4) at the cost of the relevant Proprietor of a Lot Benefited, to enter the
relevant Lot Burdened to maintain, repair or renew any structure or
apparatus reasonably necessary for the orderly safe and convenient
exercise of the rights conferred by this easement or the regulation
thereof; and
- (5) in exercising the rights granted by this easement each Proprietor of a Lot
Benefited and each Authorised User of such proprietor shall:
- (i) not unreasonably interfere with the enjoyment of any Lot
Burdened;
- (ii) cause as little disturbance or damage as possible to the relevant
Lot Burdened; and
- (iii) if there is any disturbance or damage, restore it as nearly as
practicable to its original condition.

Signature of attesting witness 

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

Lengths are in metres

(Sheet 8 of 11 Sheets)

Plan: DP 265 257

Plan of easement within Lots 300, and 302 to 341 inclusive DP836419 and Lots 1001-1003 inclusive DP844561 & Lot 999 DP844560

In relation to this easement no rights or obligations are conferred or imposed by virtue of section 9 Strata Titles (Leasehold) Act 1986.

4. Terms of easement for services fourthly referred to in the abovementioned Plan

Full, free and unimpeded right for each Proprietor of a Lot Benefited at all times:

- (a) to the free and uninterrupted passage across and through any Lot Burdened of any service which is reasonably necessary for the use and enjoyment of each Lot Benefited or any part of such lot including without limitation, electricity, gas, oil, telephone, water (including without limitation, water for any sprinkler system), sewerage, drainage, garbage, air (including air which requires to be exhausted to the outside or drawn from the outside), television signals or impulses, radio signals or impulses, electronic signals or impulses, fire or other alarm systems, security systems and any system providing a warning, signalling or other communication facility within or through the wires, cables, pipes, conduits, ducts, shutes, drains and other structures and things which are in existence at the date of creation of this easement ("Works"); and
- (b) for any Authorised User authorised in writing with any tools, implements or machinery necessary for the purposes, to enter upon and within that part of each Lot Burdened as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of laying, inspecting, testing, cleansing, repairing, maintaining or renewing the Works,

each of the above easements is subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between each Proprietor of a Lot Benefited and each Proprietor of a Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

- (1) (a) except when urgent maintenance is required an Authorised User must give to the relevant Proprietor of a Lot Burdened not less than 7 days prior written notice of the intention to exercise rights to carry out Works and indicating generally the identity of the relevant Authorised Users;
- (b) any Authorised User shall at all times while upon any Lot Burdened identify himself upon demand by the proprietor of the relevant Lot Burdened or his nominees; and

Signature of attesting witness

Dina Talty

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

Lengths are in metres

(Sheet 9 of 11 Sheets)

Plan: **DP 265 257**

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

- (c) except when urgent maintenance is required the relevant Proprietor of a Lot Burdened or a person nominated by the relevant Proprietor of the Lot Burdened may prescribe the hours of the day or night during which Works may be carried out but in making such prescription such proprietor or nominee must act reasonably; and
- (2) (a) an Authorised User entering upon any Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and each Proprietor of a Lot Benefited hereby releases each Proprietor of a Lot Burdened and its contractors and employees 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 of or injury to any person entering upon any Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the relevant Proprietor of a Lot Burdened, its contractors or employees; and
- (b) each Proprietor of a Lot Benefited shall indemnify and keep indemnified each Proprietor of a Lot Burdened and its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by any Proprietor of a Lot Burdened or for which such Proprietor of a Lot Burdened or its contractors or employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to any Lot Burdened or to any property or person within or without any Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the relevant Proprietor of a Lot Benefited or any Authorised User of such proprietor upon any Lot Burdened in pursuance of the rights hereby granted; and
- (3) in exercising the rights granted by this easement each Proprietor of a Lot Benefited and each Authorised User of such proprietor shall:
 - (i) not unreasonably interfere with the enjoyment of any Lot Burdened;
 - (ii) cause as little disturbance or damage as possible to the relevant Lot Burdened; and
 - (iii) if there is any disturbance or damage, restore it as nearly as practicable to its original condition.

Signature of attesting witness

Diane Talty

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

Lengths are in metres

(Sheet 10 of 11 Sheets)

Plan: DP265257

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

Where a stratum parcel or a former stratum parcel is the dominant tenement or a part thereof a person other than the body corporate in respect of that stratum parcel or former stratum parcel who would otherwise be entitled to the rights specified in paragraphs 5(1)(b) and 5(1)(c) of Schedule 1 ("**Schedule 1**") to the Strata Titles (Leasehold) Act 1986 ("**the Act**") by reason of falling within the description set out in paragraph 1(2)(a)(i) of Schedule 1 shall not be so entitled.

For the purposes of paragraph 6(1)(b) of Schedule 1 the person entitled to an estate or interest in possession in a stratum parcel or former stratum parcel shall be taken to be the body corporate in respect of the stratum parcel or former stratum parcel and the person entitled to an estate or interest in possession in a lot that is not a stratum parcel or former stratum parcel shall be taken to be the lessor or its successors in title to the fee simple absolute in the lot.

For the purposes of paragraph 6(1)(b) of Schedule 1, where an easement benefits two or more lots jointly the persons entitled to an estate or interest in possession in the dominant tenement shall comprise each person who is, or in the case of a lot that is a stratum parcel or former stratum parcel who is to be taken to be, a person entitled to an estate or interest in possession in any one or more of the lots.

Without prejudice to any provision in any strata management statement the costs of maintenance and repair in respect of the easements for services fourthly referred to in the abovementioned Plan shall be borne by the persons obliged hereunder to maintain and repair the pipes and apparatus to which the easement relates and shall be so borne in such proportions as are fair and reasonable having regard to the relative levels of use of the pipes or apparatus the subject of the maintenance or repair on or in connection with the stratum parcel or former stratum parcel or lot or any part thereof by reference to which the persons are so obliged.

The terms of this easement shall be construed in accordance with the Act.

Signature of attesting witness

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

Lengths are in metres

(Sheet 11 of 11 Sheets)

Plan: **DP 265 257**

Plan of easement within Lots 300, and 302
to 341 inclusive DP836419 and Lots
1001-1003 inclusive DP844561 & Lot 999
DP844560

SIGNED by TERRY JONES as)
delegate of DARLING HARBOUR)
AUTHORITY in the presence of:)

..... *Di Talty*
Signature of witness

Di Talty
Name of witness

c/- Darling Harbour Authority
Level 16, 2 Market Street
Sydney 2000
Address of witness

..... *[Signature]*

THE COMMON SEAL of VOTRAINT)
NO. 756 PTY LIMITED ACN 058 848)
794 is affixed in accordance with its)
articles of association in the presence)
of:)

..... *[Signature]*
Signature of authorised person
..... *Secretary*
Office held

..... *John Knowles*
Name of authorised person (block
letters)



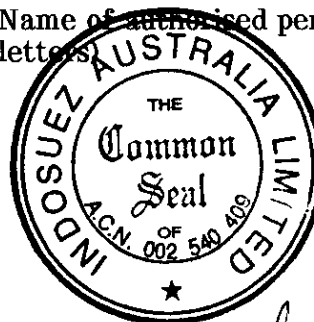
..... *[Signature]*
Signature of authorised person
..... *DIRECTOR*
Office held

..... *DAVID BARESKY*
Name of authorised person (block
letters)

THE COMMON SEAL of INDOSUEZ)
AUSTRALIA LIMITED ACN 002 540)
409 is affixed in accordance with its)
articles of association in the presence)
of:)

..... *[Signature]*
Signature of authorised person
..... *DIRECTOR*
Office held

..... *DAVID BEAR*
Name of authorised person (block
letters)



..... *[Signature]*
Signature of authorised person
..... *COMPANY SECRETARY*
Office held

..... *ROBERT NEAT*
Name of authorised person (block
letters)

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DARLING HARBOUR

STRATA MANAGEMENT STATEMENT

STRATA TITLES (LEASEHOLD) ACT 1986

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DX 113 Sydney
Ref: AP:MGA

REGISTERED



30.3.1995

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DARLING HARBOUR
STRATA MANAGEMENT STATEMENT

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**Part 2
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Sections 57A - 57F
Schedule 2A**

STRATA MANAGEMENT STATEMENT

WARNING

- (1) The terms of this Strata Management Statement are binding on:
- (a) the Body Corporate of the Strata Scheme for part of the Building;
and
 - (b) a proprietor, mortgagee in possession, occupier or lessee of any of the Strata Lots in the Strata Scheme; and
 - (c) any other person in whom the fee simple or a leasehold estate of any part of the Building or its site (being a part affected by this Statement) is vested, or the mortgagee in possession or lessee of any such part.
- (2) This Strata Management Statement should be read with reference to the definitions and interpretation provisions contained in clause 7.

THE BUILDING MANAGEMENT COMMITTEE

1.1 Establishment and Composition

- (a) The Hotel Lessee and the Body Corporate must establish and maintain the Building Management Committee.
- (b) The Hotel Lessee and the Body Corporate must establish the Building Management Committee within one month of registration of this Statement.
- (c) The Building Management Committee is comprised of the following Members:
 - (i) the Hotel Lessee; and
 - (ii) the Body Corporate.

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- 1.2 For the purposes of section 57B of the Act and this Statement, each Member must appoint, and be represented by, a Representative. A Representative may nominate a Substitute Representative.

1.3 **Officebearers**

The Building Management Committee must appoint one of the Representatives to act as chairperson for each meeting and the chairperson must preside at all meetings of the Building Management Committee unless:

- (a) a Substitute Representative nominated by the chairperson attends the meeting, in which case the Substitute Representative acts as chairperson for that meeting; or
- (b) a Manager has been appointed and is in attendance at the meeting, in which case the chairperson may delegate the Function of chairperson for the meeting to the Manager.

- 1.4 The Building Management Committee may appoint from the Representatives such other officebearers as the Building Management Committee considers necessary from time to time to assist in the performance of such Functions as determined by the Building Management Committee by Resolution. This does not extend to a delegation of Functions which must be done in accordance with clause 1.10.

1.5 **Functions of the Building Management Committee**

The Functions of the Building Management Committee are to:

- (a) make decisions in respect of relevant matters referred to in this Statement;
- (b) consider, and where appropriate make a decision concerning, a proposal submitted under clause 2.5;
- (c) monitor performance of the obligations imposed upon the Hotel Lessee and the Body Corporate under this Statement;
- (d) monitor the performance of a Manager, if any, appointed under clause 2.4.

1.6 **Convening of Meetings**

- (a) Meetings of the Building Management Committee must be held:
 - (i) if convened by:
 - (A) a Resolution; or
 - (B) a notice in writing served by one Member on the other Member setting out the matters required to be addressed; and
 - (ii) at intervals not exceeding 6 months following the anniversary of the registration of this Statement.

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- (b) Normally, at least 7 days notice of a meeting must be given. In the case of an emergency, shorter notice may be given.
- (c) A meeting convened by notice must be held within 14 days of receipt of the notice, except in an emergency, when it must be held as soon as practicable.

1.7 Quorum

- (a) At any meeting of the Building Management Committee a quorum is both Representatives, one or both of whom may be Substitute Representatives.
- (b) If a quorum is not present within 30 minutes of the properly appointed time for the meeting then the meeting is adjourned (without the requirement for further notice) to the same time and place 3 business days later. A quorum for the adjourned meeting is that number of Representatives present at the time appointed for the adjourned meeting.
- (c) For the purposes of clause 1.7(a), a single Representative or Substitute Representative appointed by both Members constitutes a quorum.

1.8 Minutes

The Building Management Committee must prepare and maintain minutes of all its meetings and distribute those minutes to each Member or their Representative and the Authority within 7 days of the relevant meeting.

1.9 Authority's right to attend Meetings, Authority's representative and costs

- (a) The Authority is entitled to send a representative to each meeting of the Building Management Committee and for that purpose must be given notice of all meetings of the Building Management Committee.
- (b) The Authority is under no obligation to cause its representative to attend any meeting.
- (c) A representative appointed by the Authority does not have a right to vote at any meeting of the Building Management Committee.
- (d) If requested by the Authority, the Building Management Committee must pay as a Shared Cost the Authority's administrative costs and disbursements (calculated where appropriate at the Authority's then current charge out rates for the person involved) in connection with that person's proper dealings with all matters pertaining to this Statement.

1.10 Delegation

The Building Management Committee may by Resolution appoint one or more of its Members to perform any of its Functions.

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1.11 Decisions of the Building Management Committee

A decision of the Building Management Committee may be made only by Resolution.

1.12 Voting in writing

If:

- (a) clause 1.6 has been complied with;
- (b) the Building Management Committee has caused to be served (with the notice under clause 1.6) on each of its Members and the Authority a copy of any motion for a proposed resolution to be submitted at the meeting convened; and
- (c) any such motion has been approved by the requisite Members and number of Members to pass the motion

then the motion shall be as valid as if passed at a duly convened meeting of the Building Management Committee.

1.13 Binding Nature of Resolutions

A Resolution binds all persons bound by the Statement except the Authority.

1.14 Current Addresses

The Hotel Lessee, the Body Corporate and the Authority must give to each other the name, address, telephone and facsimile numbers of the person who from time to time is to represent each of them at meetings of the Building Management Committee or if the Hotel Lessee or Body Corporate has appointed a Representative, the same details for any Representative appointed by that Member from time to time.

1.15 Service of Notices

A notice, approval, consent or other communication in connection with this statement:

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee (notified in accordance with clause 1.14) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

1.16 Date when effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

1.17 Receipt of Notices

A letter or facsimile is taken to be received:

- (a) if posted - on the third day after posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of recipient.

1.18 Same force and effect

Any act or thing done or suffered by a Representative in the performance of any Function of a Member has the same force and effect as it would have had if it had been done or suffered (and shall be deemed to have been done or suffered) by the Member which appointed that Representative. The same applies to a Substitute Representative.

RIGHTS AND OBLIGATIONS OF MEMBERS AND THE AUTHORITY

2.1 Obligations of the Hotel Lessee and the Body Corporate

The Hotel Lessee and the Body Corporate must:

- (a) effect and maintain the Insurances as required by this Statement and the Act;
- (b) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
- (c) fairly control use of the Shared Facilities;
- (d) ensure:
 - (i) the proper maintenance and repair of the Public Walkway in accordance with the Authority's proper requirements; and
 - (ii) that safe public access along the Public Walkway is provided at all times;
- (e) in relation to the Public Walkway:
 - (i) consult with any relevant Governmental Agency as to the appropriate Fire Control Equipment;
 - (ii) promptly use its best endeavours to ensure the provision of all adequate Fire Control Equipment to prevent fire or the spread of fire in or from the Public Walkway; and
 - (iii) promptly use its best endeavours to ensure compliance with fire laws;
- (f) promptly pay to the Authority (as a Shared Cost) all expenses incurred by it or on its behalf for the proper installation, repair, maintenance or renewal of Fire Control Equipment in the DHA Car Park;

- (g) ensure that the Building Management Committee is and remains properly constituted in accordance with the Act and this Statement;
- (h) comply with the terms of the Easements and pay any costs incurred as a Shared Cost;
- (i) ensure that applicable maintenance and other appropriate contracts are arranged on a basis which does not prejudice any Insurances or adversely affect or prejudice any right or interest of any Member to this Statement or the Authority;
- (j) cause or permit the implementation of the decisions made by the Building Management Committee;
- (k) provide (or procure the provision of) the Essential Services in accordance with clause 2.7;
- (l) maintain, repair or replace the Common Services and pay costs incurred as Shared Costs; and
- (m) each permit the other (and the Authority, where applicable) to have the continuing benefit of any existing plant, equipment, pipe, wire, cable, duct or other service (or replacements of them) irrespective of their location.

2.2 Nature of Obligations

- (a) The obligations of the Hotel Lessee and the Body Corporate under this Statement are several and not joint and accordingly neither incurs a liability to the other Member by reason only of the default of that Member.
- (b) Each Member must promptly comply with its obligations under the Act and those contained or implied in this Statement.
- (c) No Member may alter the external appearance of the Building unless the alteration is approved by Resolution and approved in writing by the Authority.
- (d) Each Member is responsible for its own acts and those of its contractors, employees, Representatives and agents in occupying or using parts of another Member's property and releases that other Member, its contractors, employees, Representatives and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives and agents have been negligent.

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- (e) Nothing in this Statement derogates from any right or obligation conferred or imposed upon a Member or the Authority in any lease between the relevant Member and the Authority.
- (f) A Member is not obliged to pay any costs or expenses referred to in clause 2.1(f) if:
 - (i) the costs or expenses do not arise directly or indirectly as a result of the location, construction or use of the Hotel or the Apartments, or
 - (ii) DHA Car Park Fire Control Equipment is improved, augmented or upgraded to a level of equipment which exceeds that required for the location, construction or use of the Hotel or the Apartments.

2.3 Obligation of the Authority

- (a) The Authority must promptly comply with its obligations under the Act.
- (b) The rights of the Authority under this Statement are in addition to (and do not vary) the rights of the Authority under any lease granted by the Authority in respect to any part of the Building.

2.4 Appointment of Manager

- (a) The Building Management Committee may appoint by Resolution a suitably qualified person who holds a strata manager's licence or a real estate agent's licence under the Property, Stock and Business Agent's Act, 1941 to act as managing agent of the Building and delegate to that person such Functions as it deems appropriate. However, for the avoidance of doubt, a Manager does not have authority to do anything which requires a Resolution.
- (b) Notwithstanding any delegation under this clause, the Building Management Committee may continue to exercise all of its Functions which the Manager has been authorised to perform.

2.5 Proposal by Member or Manager

A Member or the Manager may submit to the Building Management Committee a proposal to:

- (a) vary, repair, renew or replace a Shared Facility;
- (b) acquire a new Shared Facility;
- (c) enter into, vary or terminate a maintenance agreement, insurance policy or agreement with a Manager;
- (d) alter the apportionment of Shared Costs;
- (e) amend this Statement; and
- (f) consider any other matter to which this Statement applies.



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2.6 Amendment of this Statement

This Statement may not be amended without the prior written consent of the Authority.

2.7 Essential Services

(a) The Hotel Lessee and the Body Corporate must provide (or procure the provision of) the Essential Services and each person bound by this Statement (except the Authority) must:

- (i) use the Essential Services and contribute to the costs of Essential Services in accordance with this clause and any agreement entered into by them with any other person for the provision of Essential Services or the acquisition of equipment for the provision of Essential Services; and
- (ii) comply with the terms of any such agreement.

(b) Each person bound by this Statement (except the Authority) acknowledges and agrees that for the proper and efficient functioning of the Hotel and the Strata Scheme it is necessary that the Essential Services are provided jointly by the Hotel Lessee and the Body Corporate or any other person to a standard equal to a first class hotel and luxury residential complex.

(c) The costs of providing (or procuring the provision of) the Essential Services must be paid:

- (i) for hot water consumed or air conditioning condenser water used, by the person who consumed or used the water; and
- (ii) for operating, repair, replacement, service or other costs not payable under clause 2.7(c)(i), whether payable under a service contract or otherwise, by the Body Corporate and the Hotel Lessee in the proportions set out in the Second Schedule.

For avoidance of doubt, this clause does not apply to costs differently apportioned in any service contract or other arrangement entered into by both the Body Corporate and the Hotel Lessee and any third party.

(d) Despite clause 2.7(a), any Member or person bound by this Statement:

- (i) failing to make a payment under clause 2.7(c); or
- (ii) failing to comply with any condition attaching to supply of an Essential Service

foregoes the right to an Essential Service under this clause for so long as that failure continues.

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- (e) The Hotel Lessee and the Body Corporate are not liable for any damage or injury suffered by any person for any malfunction or interruption in the supply of an Essential Service other than damage or injury directly and solely caused by the negligence of the Hotel Lessee or the Body Corporate. For the avoidance of doubt, the Authority is not liable to any person for any damage or injury suffered for any malfunction or interruption in the supply of an Essential Service.
- (f) Nothing in this clause imposes a right on a Member to require the upgrading of plant and equipment providing Essential Services (or replacement of it to a higher specification) unless that upgrading or replacement is authorised by a Resolution.
- (g) Unless otherwise resolved by the Building Management Committee, the Essential Services Equipment must be maintained and operated from the site at which it was located at the time of registration of this Statement.
- (h) A reference in this clause to a "person bound by this Statement" does not include the Authority unless the Authority is in possession of the Hotel, a lot or the common property in the Strata Scheme.

INSURANCE

3.1 Required Insurance

- (a) The Hotel Lessee and the Body Corporate through the Building Management Committee must effect and maintain the Insurances with an Approved Insurer and ensure that any relevant information known to it or to any Member and relating to the Insurance is provided to the Approved Insurer.
- (b) The Building Management Committee must ensure that adequate and appropriate insurance is obtained in relation to the Building at all times throughout the operation of this Statement and without limitation must:
 - (i) appoint from time to time but not less than once in every 2 year period an appropriately qualified expert consultant to advise it when reviewing the Insurances; and
 - (ii) ensure that an appropriate allowance is incorporated in the amount of cover under each Insurance to allow for cost increases which may occur during the period of the Insurance.

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3.2 Insurance Premiums

- (a) A Member must not, without the prior written consent of the Building Management Committee, do or permit anything which may invalidate or suspend any Insurance or increase the premium for Insurances effected under this Statement and the Act.
- (b) If a Member does anything which increases the premium that premium for Insurance effected under this Statement or the Act then that Member must pay any resulting additional premium.

FINANCIAL MATTERS

4.1 Apportionment of costs

In exercising control over the use of Shared Facilities by each Member the Building Management Committee must apportion the Shared Costs resulting from use of the Shared Facilities between each Member in accordance with the proportions set out in the Second Schedule or in such other manner which in all the circumstances is fair and reasonable, having regard to relative levels of use by each Member. This clause does not apply to override any other clause which specifically apportions costs in a particular manner or provides for a method for apportioning costs (such as metering).

4.2 Contributions to Shared Costs

The Hotel Lessee and the Body Corporate must contribute to the Shared Costs in the manner set out in this Statement and in the proportion set out in the Second Schedule. If there is any dispute about a Member's proportion of Shared Costs the proportions shall be determined on the basis of the value of each Members part of the Building (as determined for insurance purposes each year in accordance with the Act), until the dispute is resolved. On resolution of a dispute, any necessary adjustments must be made.

4.3 Alterations to Shared Facilities and Shared Costs

The Members acknowledge that the list of Shared Facilities set out in the First Schedule may be incomplete and the apportionment of the Shared Costs as set out in the Second Schedule may require addition or adjustment as between the Members due to but not limited to:

- (a) identification of additional Shared Facilities;
- (b) the repair, modification or replacement of any of the Shared Facilities;
- (c) alterations to the Building; or
- (d) variations in usage of the Shared Facilities.

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4.4 Alteration of apportionment of Shared Costs

The Building Management Committee may by Resolution vary the Shared Costs and the proportion of those costs payable by the Hotel Lessee and the Body Corporate and those variations when made will be treated as amending appropriately the First and Second Schedules.

4.5 Budget

(a) The Building Management Committee must estimate how much money it will need for each 12 month period to pay the Shared Costs and any other expenditure incurred under this Statement.

(b) The estimate under sub-clause (a):

(i) must be made not later than 1 month after the registration of this Statement; and

(ii) after that, as occasion requires

at a meeting of the Building Management Committee that has before it a statement of the existing financial situation and an estimate of receipts and payments.

4.6 Levy

The Building Management Committee must impose a levy by notice in writing on each Member for a contribution to provide the amount estimated under clause 4.5(a). That levy notice must set out:

(a) the total amount of money required under the estimate referred to in clause 4.5(a);

(b) the amount of that estimate, calculated in accordance with clause 4.5 and Schedule 2 of the Act, payable by the Member; and

(c) the date on which the levy must be paid.

4.7 Payment

A Member must pay the levy on time.

4.8 Insurance Premium Increase

If an Insurance premium is increased because of the use to which part of the Building is put then so much of the premium as is attributable to the additional Insurance premiums is payable by the relevant Member on levy by the Building Management Committee.

4.9 Other Expenses

If the Building Management Committee is faced with additional expenses it cannot at once meet from funds accumulated after making the estimate referred to in clause 4.5(a) and levying its Members in accordance with clause 4.5 then it must impose a levy on each Member for a contribution in order to meet the additional expenses.

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4.10 Bank Account

The Building Management Committee must pay all money received by it under this clause 4 and otherwise into a bank account and only withdraw that money or any part of it only for the purposes permitted under this Statement and in accordance with a Resolution authorising the expenditure of money.

4.11 Financial Statement

Within 2 months after the expiration of each 12 month period referred to in clause 4.5(a) the Building Management Committee must provide to each Member a duly audited statement containing, without limitation the following particulars:

- (a) a statement of income and expenditure;
- (b) the balance carried forward from the previous period;
- (c) the particulars and amount of each item of income received during the current period;
- (d) the particulars and amount of each item of expenditure incurred during the current period;
- (e) the cash in hand at the end of the current period;
- (f) the balance of the Building Management Committee's bank accounts;
- (g) in respect of each Member, any arrears of contributions; and
- (h) the extent to which, at the end of the current period, the Building Management Committee's bank accounts are in debt or credit.

4.12 Defaulting Member

If a Member is or becomes a Defaulting Member then the following applies:

- (a) any money due and payable by the Defaulting Member accrues interest at the rate of 2% per annum above the rate charged by Westpac Banking Corporation on overdraft balances in excess of \$100,000 from time to time and may be recovered by the other Member (acting as agent for the Building Management Committee) as a debt due and owing;
- (b) if a Member has paid a Defaulting Member's levy representing a share of an insurance contribution or contribution towards expenses incurred under this Statement as a result of any unforeseeable circumstance or emergency then the money referred to in clause 4.12(a) when recovered must without deduction of any costs or expenses incurred in that recovery be reimbursed to that Member;

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- (c) while ever a Member remains a Defaulting Member that Member is not entitled to exercise a vote at any Building Management Committee meeting. For the avoidance of doubt, a Defaulting Member is entitled to attend any meeting, and to propose or speak on any motion.

DISPUTE RESOLUTION

5.1 Notice of Dispute

- (a) If a dispute arises between the Hotel Lessee and the Body Corporate in connection with this Statement then either party may serve on the other (and the Authority) a written notice of dispute following which the provisions of this clause apply.
- (b) The Hotel Lessee and the Body Corporate agree that:
- (i) they will undertake in good faith to use all reasonable endeavours to resolve a dispute which arises between them;
 - (ii) if the Hotel Lessee and the Body Corporate cannot resolve the dispute within 14 days after service of the notice, the dispute may be submitted for resolution in accordance with this clause.

5.2 Form of Notice

A dispute notice served under this clause must:

- (a) specify the matter in dispute;
- (b) identify the provisions of the Act, Statement or other legislation relevant to the dispute;
- (c) state the position of the Member giving the notice;
- (d) set out the facts and other circumstances on which the Member giving the notice relies; and
- (e) have attached to it copies of correspondence and other documents referred to in the dispute notice.

5.3 Referral of dispute

- (a) If a dispute has not been resolved within the period referred to in clause 5.1(b)(ii) then either Member may give written notice to the other that the dispute is to be referred for resolution by a Senior Lawyer.

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- (b) If the Members cannot agree on the appointment of a Senior Lawyer within 7 days of giving the notice under clause 5.3(a) then either Member may request the President of the Law Society of New South Wales to appoint a Senior Lawyer to determine the dispute.
- (c) An appointed Senior Lawyer acts as an expert not as an arbitrator and the Senior Lawyer's decision, including any decision as to expense arising from the dispute and costs associated with it, is final and binding on the Members.
- (d) Within 7 days of appointment of a Senior Lawyer, each Member must provide to the Senior Lawyer and to the other Member (and to the Authority, if requested by it) all of the information in its possession and must use all reasonable endeavours to ensure that its employees, agents and consultants are available to provide further information required by the Senior Lawyer. If a Member makes a written submission to the Senior Lawyer it must at the same time provide a copy of the submission to the other Member.
- (e) The Senior Lawyer may appoint an expert consultant to advise on any aspect of the dispute.
- (f) The Senior Lawyer must be instructed to resolve the dispute and notify the Members of the resolution within 1 month of the date of the Senior Lawyer's appointment or within such other period as the Senior Lawyer reasonably determines.
- (g) No Member may commence or maintain any action whether by way of legal proceedings or arbitration relating to the dispute until it has been resolved under this clause.

ARCHITECTURAL CODE

6.1 These architectural and landscape standards bind:

- (a) the Hotel Lessee;
- (b) the Body Corporate;

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- (c) each lessee or occupier of a lot in the Strata Scheme; and
 - (d) each person in possession of a lot in the Strata Scheme.
- 6.2 A person bound by these standards must not modify or add to the Building, (such that the modification or addition is visible from outside the Building) unless the Building Management Committee approves an application for the modification or addition, such application being determined in accordance with these standards.
- 6.3 Compliance with this clause does not relieve any person from an obligation to obtain a consent under the Strata Scheme by-laws or from the Authority (as lessor under a lease) or any Governmental Agency.
- 6.4 **Architectural concept**
- (a) The project has two different and quite separate operational requirements being the Hotel and Strata Scheme.
 - (b) The design concept is for the separate uses to be accommodated within one building that complements, in architectural style, the existing adjacent Novotel hotel.
 - (c) The design concept of an integrated development provides a unified backdrop to the existing waterfront developments of the Darling Harbour area.
 - (d) Public access to and through the Building together with the maintenance and amplification of existing public links are also important elements addressed by the building design.
- 6.5 **Architectural treatment**
- (a) The southern (Hotel) component of the Building is designed as a simple structure which is articulated in form to complement the existing, adjacent Novotel hotel. The major design elements are as follows:
 - (i) parapet heights have been established to match critical elements on the Novotel hotel;
 - (ii) the glazed curtain wall component of the building reflects the spine of the Novotel hotel;
 - (iii) the punched window openings reflect those of the Novotel hotel.
 - (b) The northern (Strata Scheme) component of the Building continues the linear nature of the development with the introduction of cantilevered forms to the east and north facades which soften the edge of the Building in respect of its immediate surrounds.
 - (c) The curved glass curtain wall at the northern end of the Building is an important design feature that responds to the Authority's desire for a landmark structure.

- (d) The two components of the Building are linked at the following locations:
- (i) the southern (Hotel) ground floor, first floor and second floor are a continuation of the northern (Strata Scheme) first floor, second floor and third floor respectively;
 - (ii) the eastern facade of the Building is continuous through these levels and thus creates an important visual link; and
 - (iii) the light weight, wave like, structure at roof level of the Building also visually unites the two components of the Building and is a major design feature. The treatment of this element is purposely simple and stark. The significance of this element of the Building is further reinforced on the night skyline by applying an even wash of light that is the only external lighting used on the Building.
- (e) The facades are generally finished with a high build textured paint. Window frames are powder coat finished. Spandrel panels, the eastern balcony balustrades and components of the western window arrangements are faced with anodised aluminium panels.
- (f) Colours for the external finishes have been selected to enhance and unify the visual containment of the Darling Harbour area with selected elements being coloured to exemplify the unique form of the Building.
- (g) Changes to the exterior of the Building that deviate from these design guidelines will not be approved.

6.6 Address and public access

- (a) The Murray street podium facade is designed to the boundary line to reinforce the streetscape and define the address and entrances of the Strata Scheme and Hotel components. The Hotel porte cochere is designed to respond to operational requirements but is contained behind the street wall to maintain the street facade.
- (b) Views and access from Bunn Street have been preserved by creating public open space between the existing Novotel hotel and this Building. This open space links with a public terrace that runs along the eastern side of the Building at Hotel ground floor level.
- (c) The northern end of the public terrace is connected to the existing monorail station by a pedestrian bridge over Darling Drive.

- (d) The southern end of the public terrace provides access to the existing disabled persons ramp that connects various levels of the DHA Carpark and also provides access to Darling Harbour itself by way of existing bridges.
- (e) Pedestrian access is provided to the first floor of the apartments from the eastern public terrace.
- (f) Changes to the exterior of the Building, that deviate from these design guidelines will not be approved.

6.7 Landscape design

The landscape design for the eastern and northern sides of the Building are to be retained as far as practical, so that it is consistent with the plant species on the street frontage and public terrace areas of the Novotel hotel respectively.

DEFINITIONS AND INTERPRETATION

7.1 Definitions

In this Statement, unless a contrary intention appears:

"Act" means the Strata Titles (Leasehold) Act 1986.

"Approved Insurer" has the meaning assigned to it by the Act.

"Authority" means the Darling Harbour Authority its successors and assigns permitted under section 34 of the Act.

"Body Corporate" means the body corporate constituted by section 83 of the Act on registration of the Strata Plan.

"Building" means the structures erected on the land comprised in Lots 1001 and 1002 Deposited Plan 844561.

"Building Management Committee" means the committee established and maintained in accordance with clause 1 as required by the Act.

"Common Service" means any plant, equipment, pipe, wire, cable or duct used in common by the Hotel and the Strata Scheme.

"DHA Car Park" means the car park facility contained within the land comprised in Lot 1003 Deposited Plan 844561.

"Damage Policy" has the meaning assigned to the phrase "damage policy" by the Act.

"Defaulting Member" means a Member who fails to pay a levy in accordance with the terms of a levy notice issued in accordance with this Statement, but once that failure is remedied the Member is no longer a Defaulting Member.

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(Sheet 22 of 29 sheets)

"Easements" means easements registered under the Conveyancing Act 1919 jointly benefiting or jointly burdening Lot 1001 in Deposited Plan 844561 and Lot 1002 in Deposited Plan 844561.

"Essential Services" means domestic hot water and air conditioning condenser water necessary to meet the hot water and air conditioning requirements of the Hotel and the Strata Scheme.

"Fire Control Equipment" means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed for the purpose of fire control.

"Function" includes power, authority and duty.

"Governmental Agency" means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Hotel" means that part of the Building contained within the land comprised in Lot 1002 Deposited Plan 844561.

"Hotel Lessee" means the lessee from time to time of the Hotel.

"Insurances" means:

- (a) all insurances required by the Act including, without limitation, a damage policy for the Building effected under section 115(2) of the Act; and
- (b) any other insurance determined by Resolution to be Insurance.

"Manager" means the person for the time being appointed by the Building Management Committee under clause 2.4.

"Member" means a member of the Building Management Committee.

"Public Walkway" means the pedestrian linkages depicted on Concept Plan "A".

"Representative" means a natural person appointed:

- (a) by the Hotel Lessee for the purposes of clause 1.2; or
- (b) by the Body Corporate under Schedule 2A clause 2(4) of the Act for the purposes of clause 1.2.

"Resolution" means:

- (a) if neither Member is a Defaulting Member, then a motion of the Building Management Committee in favour of which both Members have voted; or

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- (b) if both Members are present and one Member is a Defaulting Member, then a motion of the Building Management Committee in favour of which the other Member has voted; or
- (c) for a motion considered at a meeting adjourned under clause 1.6(b), a motion of the Building Management Committee in favour of which:
 - (i) both Members have voted if both Members are present (and neither is a Defaulting Member); or
 - (ii) if one Member is present that Member has voted (provided that Member is not a Defaulting Member); or
 - (iii) if both Members are present and one is a Defaulting Member, the other Member has voted.

"Senior Lawyer" means a solicitor or barrister admitted to practise in New South Wales with not less than 10 years' experience as a legal practitioner.

"Shared Costs" means all expenses in relation to:

- (a) Insurance;
- (b) maintenance and repair costs for the Building;
- (c) renovation or replacement costs for the Building;
- (d) maintenance and repair costs for the Public Walkway;
- (e) amounts payable to an appointed Manager;
- (f) any amounts payable under the Easements provisions;
- (g) any other item referred to in the First Schedule and all other amounts determined by the Building Management Committee by Resolution to be Shared Costs

apportioned between the Hotel Lessee and the Body Corporate in accordance with clause 4.1 and the Second Schedule (but excluding any costs payable solely by a Member under the Act or the lease between that member and the Authority).

"Shared Facilities" means the insurances, services, facilities, machinery and equipment referred to in the First Schedule.

"Statement" means this strata management statement.

"Strata Lot" means a lot in the Strata Plan.

"Strata Plan" means the strata plan subdividing Lot 1001 Deposited Plan 844561 into lots and common property under the Act.

"Strata Scheme" means the leasehold strata scheme constituted on registration of the Strata Plan with this Statement.

SP 49259

(Sheet 24 of 29 sheets)

"Substitute Representative" means a natural person nominated in writing by a Representative to exercise the Functions of that Representative in the absence of that Representative, but only for a limited scope and for a short term duration.

7.2 Interpretation

In this Statement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Statement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to the Statement;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-laws includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Statement or any part of it;
- (i) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes; and
- (j) a word or phrase which is defined or used in the Act has the meaning assigned to it in the Act.

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(Sheet 25 of 29 sheets)

FIRST SCHEDULE

SHARED FACILITIES

Insurances

Loading Docks

Fire Control Equipment

Common Services

Public Walkway

Authority's representative Costs

Essential Services

Easements

31 70273

(Sheet 26 of 29 sheets)

SECOND SCHEDULE

PROPORTION OF SHARED FACILITIES

AND SHARED COSTS

Item No	Shared Facility	Proportion for Hotel	Proportion for Body Corporate	Method of Apportionment
1.	Insurances	Damage Policy: To be apportioned in accordance with section 115(4) of the Act		Relative proportion of replacement costs for the Hotel and the Strata Scheme
		Other Policies: To be apportioned by insurer		Relative proportion of risk
2.	Loading Dock	Not fixed	Not fixed	As apportioned by the Building Management Committee under clause 4.1
3.	Fire Control Equipment (clause 2.1(f))	35%	65%	Estimated proportion of benefit
4.	Common Services (clause 7.1)	35%	65%	Estimated proportion of use and benefit
5.	Apartments Right of	35%	65%	Estimated proportion of use and benefit Carriageway
6.	Murray St Right of Carriageway Access Doors	35%	65%	Estimated proportion of use and benefit
7.	Public Walkway (clause 2.1(d))	35%	65%	Estimated proportion of use and benefit
8.	Authority's Representative Costs (clause 1.9)	35%	65%	Estimated proportion of use and benefit
9.	Essential Services (clause 2.7(c)(ii))	46%	54%	Estimated proportion of benefit

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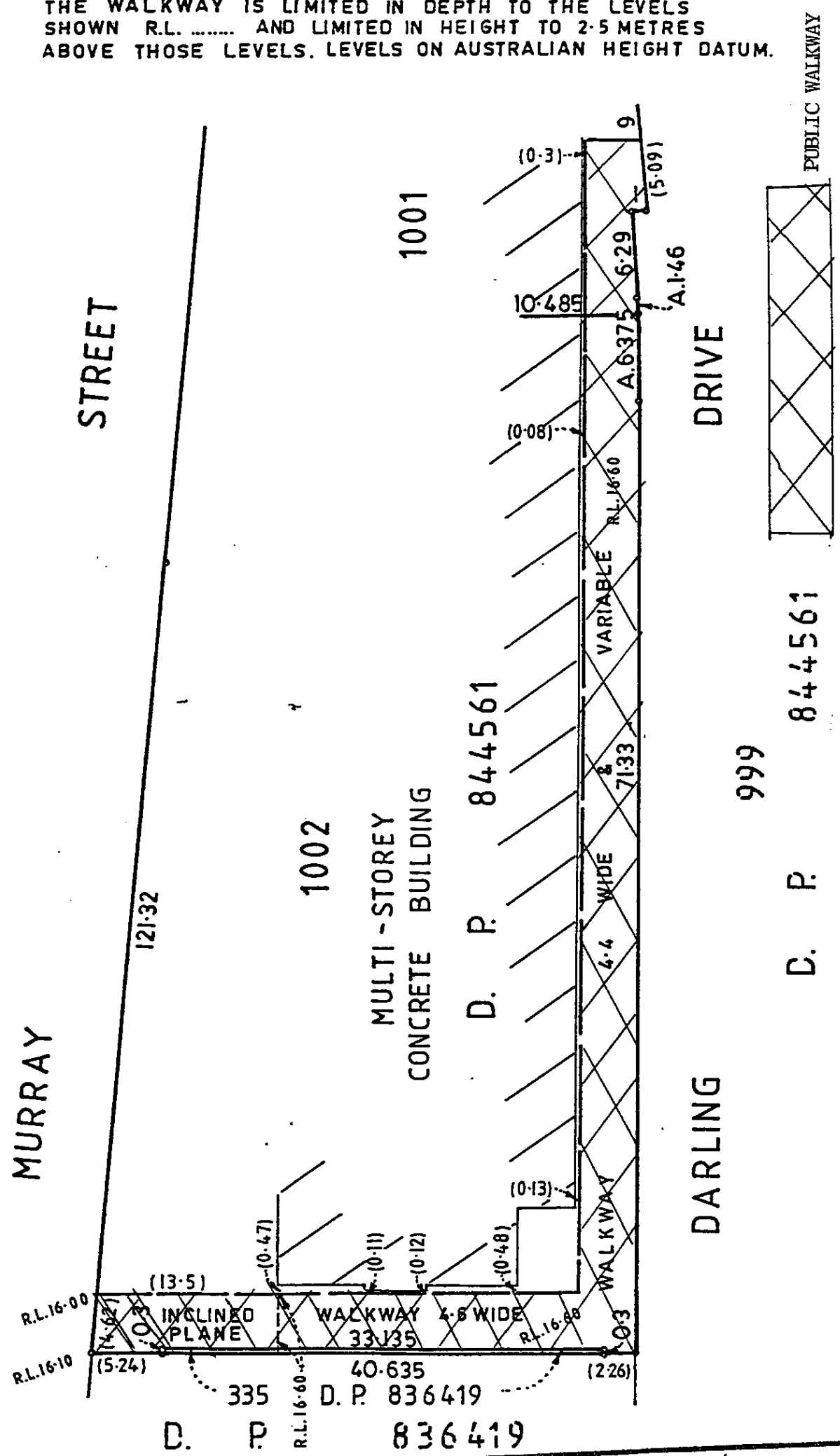
(Sheet 27 of 29 sheets)

10.	Easements	Not fixed	Not fixed	As apportioned by the Building Management Committee under clause 4.1
	(Clause 2.1(h))			

THE WALKWAY IS LIMITED IN DEPTH TO THE LEVELS SHOWN R.L. AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THOSE LEVELS. LEVELS ON AUSTRALIAN HEIGHT DATUM.

SP 49259

CONCEPT PLAN A
 Sheet 28 of 29 Sheets



Executed as follows:

SIGNED by TERRY JONES as)
delegate of DARLING HARBOUR)
AUTHORITY in the presence of:)

Di Talty
.....
Signature of witness

Di Talty
Name of witness

c/- Darling Harbour Authority
Level 16, 2 Market Street
Sydney 2000
Address of witness

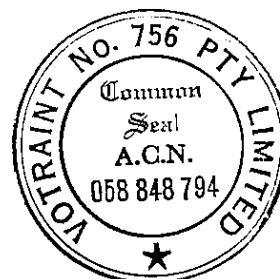
[Signature]
.....

THE COMMON SEAL of VOTRAINT)
NO. 756 PTY LIMITED ACN 058 848)
794 is affixed in accordance with its)
articles of association in the presence)
of:

[Signature]
.....
Signature of authorised person

Secretary
.....
Office held

Tom Knowles
.....
Name of authorised person (block
letters)



[Signature]
.....
Signature of authorised person

DIRECTOR
.....
Office held

DAVID BARRER
.....
Name of authorised person (block
letters)

THE COMMON SEAL of INDOSUEZ)
AUSTRALIA LIMITED ACN 002 540)
409 is affixed in accordance with its)
articles of association in the presence)
of:

[Signature]
.....
Signature of authorised person

DIRECTOR
.....
Office held

DAVID BLAIR
.....
Name of authorised person (block
letters)



[Signature]
.....
Signature of authorised person

COMPANY SECRETARY
.....
Office held

ROBERT NEELY
.....
Name of authorised person (block
letters)

Form: 15CH

Edition: 1705

**CONSOLIDATION/
CHANGE OF BY-LAW**New South Wales
Strata Schemes Management Act
Real Property Act 1900**AN858326E**

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/SP49259(B) **LODGED BY**Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

C/- Chambers Russell Lawyers

GPO Box 7100

SYDNEY NSW 2001 P (02) 8248 2800

Reference (optional): 170337

CODE

CH

(C) The Owners-Strata Plan No. 49259 certify that a special resolution was passed on 23 May 2018

(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-LAWS 82, 83

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Schedule 2 of Annexure A.

(F) A consolidated list of by-laws affecting the abovementioned 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. 49259 was affixed on 13/11/2018 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

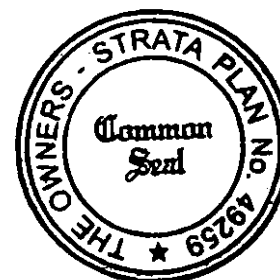
Authority

Greg Freeme

GREG FREEMAN - MANAGING
AGENT

AUTHORISED SIGNATORY

BCS STRATA MANAGEMENT PTY LTD



Signature

Name

Authority

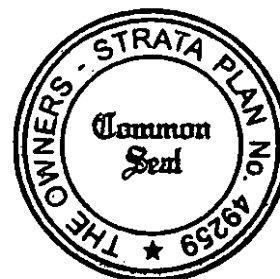
Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 49259

One Darling Harbour

50 Murray Street, Sydney NSW 2000



AUTHORISED SIGNATORY
BCS STRATA MANAGEMENT PTY LTD

13/11/2018

A handwritten signature in black ink that reads "Greg Freeman".

Signed by the person(s) who attested the affixing of the seal of the Owners Corporation to the Form 15CH Consolidation / Change of By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

18 Notice board

The owners corporation must cause a notice board to be affixed to some part of the common property.

Note. This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 Change in use of lot to be notified

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 strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

Special By-Law 1

1.1 In these by-laws, unless a contrary intention appears:

"Agreement" means an agreement in force under Special By-Law 31.

"Exclusive Use Area A" means those parts of the common property designated "(a)" on the strata plan.

"Exclusive Use Area B" means those parts of the common property designated "(b)" on the strata plan except for any part of the common property designated "(b)" on level 22 of the strata plan.

"Function" includes a power, authority or duty.

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Sign" means the sign or signs incidental to the activities or business permitted under the Agreement.

1.2 In by-laws 1 to 4 inclusive, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Special By-Law 2 Repealed

Special By-Law 3 Repealed

Special By-Law 4

The proprietor for the time being of each lot, the number of which appears in the schedule to this by-law, shall have the exclusive use and enjoyment of that part of the common property (being an area enclosed for storage purposes) which has endorsed on the door or gate to that area, the same lot number, on the following terms and conditions:

- (a) the area is used for storage only;
- (b) such proprietor must not store or permit to be stored in the area any dangerous, noxious or flammable substances nor any perishable or other items which may attract vermin;
- (c) such proprietor must, if required by the body corporate, treat the area for eradication of vermin or alternatively, at the election of the body corporate, reimburse the body corporate for the cost of such treatment;
- (d) such proprietor must not make any alteration or addition to structures enclosing the area without the consent of the body corporate; and
- (e) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair the common property areas and structures referred to in this by-law.

SCHEDULE

1	56	127
4	57	128
5	58	129
6	59	136
7	66	137
8	67	138
9	68	139
12	69	140
13	70	141
14	71	142
15	72	143
16	73	150
17	80	151
18	81	152
19	82	153
20	83	154
21	84	155
22	85	156
23	86	157
25	87	163
26	95	164
27	96	165
28	97	166
29	98	167
30	99	168
31	100	179
38	101	180
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Special By-Law 5 Interpretation

1.1 In Special By-Law 5 and following, unless a contrary intention appears:

"Act" means the Strata Titles (Leasehold) Act, 1986.

"Building" means the building constructed within the Land.

"Building Manager" means the person appointed by the body corporate under Special By-Law 31;

"Carpark" means the carpark constructed partly within Lot 1003 Deposited Plan 844561.

"Essential Services" means domestic hot water and air conditioning condenser water necessary to meet the hot water and air conditioning requirements of the Hotel and the Strata Scheme.

"Governmental Agency" means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Hotel" means the hotel constructed on Lot 1002 Deposited Plan 844561.

"Land" means Lot 1000 in Deposited Plan 844560 - being the land within which the Strata Scheme, Hotel and Carpark are constructed.

"Lease" means registered dealing number 0126235 between the Lessor and the body corporate.

"Lessor" means Darling Harbour Authority, its successors and assigns permitted under the Act and where not repugnant to the context its agents, employees, invitees and licensees.

"Lot lease" means the lease between the Lessor and the lessee of a lot.

"Managing Agent" means the person appointed by the body corporate as its managing agent under section 103 of the Act and, in the absence of a managing agent, the secretary of the body corporate.

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the parcel.

"Strata Management Statement" means the strata management statement, as varied from time to time, registered with the Strata Plan.

"Strata Plan" means Strata Plan No. 49259.

"Strata Scheme" means the strata scheme based on the Strata Plan.

"Swimming Pool Area" means the swimming pool and its surrounds.

1.2 In Special By-Law 5 and following, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of these special by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying,

consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Special By-Law 6 Behaviour by lessees and occupiers

- 1.1 A lessee or occupier of a lot must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the lessee or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct lawful use of common property by any person.
- 1.2 A lessee or occupier of a lot when on common property or on any part of a lot so as to be visible or audible from another lot or from common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the lessee or occupier of another lot or to any person lawfully using common property.

Special By-Law 7 Compliance with by-laws

- 1.1 A lessee or occupier of a lot must take all reasonable steps to ensure that invitees of the lessee or occupier comply with these special by-laws. If an invitee does not comply with these special by-laws the lessee or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.
- 1.2 A lessee of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these special by-laws.

Special By-Law 8 Compliance with laws

- 1.1 A lessee or occupier of a lot must at the lessee's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 1.2 A lessee or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

Special By-Law 9 Compliance with lease and strata management statement

The body corporate must comply on time and at the body corporate's expense with obligations imposed on the body corporate by the Lease and the Strata Management Statement.

Special By-Law 10 Compliance with lot lease

A lessee or occupier of a lot must at the lessee's or occupier's own expense promptly comply on time with the provisions of the Lot Lease for that lot.

Special By-Law 11 Condition of a lot

A lessee or occupier of a lot must keep the lot clean and in good repair.

Special By-Law 12 Appearance of a lot

- 1.1 A lessee or occupier of a lot must not without the prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building.
- 1.2 A lessee or occupier of a lot must not:
 - (a) operate or permit to be operated on the parcel any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building; or
 - (b) without the prior written consent of the body corporate attach to or hang from the exterior of the parcel any aerial or any security device or wires.

Special By-Law 13 Damage to common property

- 1.1 A lessee or occupier of a lot must not do or permit anything including, without limitation, bring or permit to be brought into the parcel any heavy article, which might cause structural damage to the Building.
- 1.2 A lessee or occupier of a lot must not do anything to damage or deface common property. This special by-law does not prevent a lessee from making minor alterations to the common property for the purposes of occupying fitting out or refurbishing the lot.
- 1.3 A lessee or occupier of a lot must not interfere with any personal property vested in the body corporate.
- 1.4 A lessee or occupier of a lot must not interfere with the operation of any equipment installed in the common property including, without limitation, elevators.

Special By-Law 14 Moving of certain articles

- 1.1 A lessee or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Building Manager or Managing Agent. The notice to the Building Manager or Managing Agent must be given in sufficient time to enable the Building Manager or Managing Agent to arrange for a representative of the body corporate to be present at the time of moving if it is considered necessary.
- 1.2 A lessee or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Building Manager or Managing Agent.

Special By-Law 15 Security of common property

A lessee or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or Building and, in particular, must take all reasonable steps to ensure that fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

Special By-Law 16 Notification of defects

A lessee or occupier of a lot must promptly notify the Building Manager or Managing Agent of any damage to or defect in the common property or in any personal property vested in the body corporate which is other than minor.

Special By-Law 17 Compensation to body corporate

The lessee or occupier of a lot will be liable to compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate

caused by that lessee or occupier or any lessee, licensee or invitee of that lessee or occupier.

Special By-Law 18 Restricted use of common property

- 1.1 The council of the body corporate must take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and if it considers it necessary or desirable must, without limitation:
 - (a) close off or restrict by means of Security Key access to any part of the common property not required for access to a lot on either a temporary or permanent basis;
 - (b) permit, to the exclusion of lessees and occupiers of lots, any part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel; and
 - (c) restrict by means of Security Key, access of lessees and occupiers of lots of one level of the parcel to any other level of the parcel.
- 1.2 The council of the body corporate may make rules and regulations relating to ensuring the security of the parcel from intruders.

Special By-Law 19 Security keys

- 19.2 If the council of the body corporate restricts the access of lessees and occupiers under these special by-laws the council may make available to lessees free of charge the number of Security Keys which the council of the body corporate considers necessary. The council may charge a reasonable fee for any additional Security Key required by a lessee.
- 19.3 A lessee of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by an occupier of a lot and must take all reasonable steps including without limitation, an appropriate agreement in any lease or licence agreement of the lot to ensure return of the Security Key to the lessee or the council of the body corporate.
- 19.4 A lessee or occupier of a lot in possession of a, Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another lessee or occupier and is not disposed of otherwise than by returning it to the lessee or the council.
- 19.5 A lessee or occupier of a lot must promptly notify the council if a Security Key is lost or destroyed.

Special By-Law 20 Garbage

- 19.1 A lessee or occupier of a lot must not deposit or throw on the common property any garbage except in a receptacle or areas specifically provided for that purpose.
- 19.2 A lessee or occupier of a residential lot must dispose of garbage in the following manner:
 - (a) bottles must be completely drained, cleaned and deposited in unbroken condition in the garbage room in the area designated for bottles; and
 - (b) all other garbage must be drained and securely wrapped in small parcels and deposited (via the garbage chute, when appropriate) in the area designated for such garbage in the garbage room.
- 19.3 A lessee or occupier of a commercial or retail lot must dispose of garbage in the following manner:
 - (a) bottles must be completely drained, cleaned and deposited in unbroken condition in the garbage room in the area designated for bottles; and

- (b) all other garbage must be drained and securely wrapped in small parcels and deposited in the separate containers specified by the body corporate in the garbage room.

- 19.4 A lessee or occupier of a lot must comply with any rules made by the body corporate concerning the storage and disposal of garbage.

Special By-Law 21 Storage of flammable liquids

A lessee or occupier of a lot must not use or store on the lot or on common property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material used or intended to be used in connection with the permitted use of the lot.

Special By-Law 22 Insurance premium

A lessee or occupier of a lot must not without the prior written consent of the body corporate do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

Special By-Law 23 Signs

- 19.1 A lessee or occupier of a lot must not without the prior written consent of the body corporate affix or exhibit any sign, light, advertisement, name or notice to or on any part of the parcel unless it will be inside the lot, will not be visible from outside the lot and does not contravene any provision of the lessee's lease from the Lessor.
- 19.2 The body corporate must obtain the prior written consent of the Lessor before giving consent under this special by-law unless the application for consent relates to a sign, light, advertisement, name or notice which will be inside the parcel, will not be visible from outside the parcel and does not otherwise contravene any provision of the Lease.

Special By-Law 24 Light

The body corporate or a lessee or occupier of a lot must not cause or permit any light to emanate from the parcel which may, in the reasonable opinion of the Lessor, result in a nuisance or a hazard to the public.

Special By-Law 25 Animals

Subject to section 87(14) of the Act, a lessee or occupier of a lot must not permit any animal on a lot or on the common property.

Special By-Law 26 Fire control

- 19.1 A lessee or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 19.2 The body corporate or a lessee or occupier of a lot must, in respect of the parcel or the lot, as appropriate:
- (a) consult with any relevant Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the parcel or the lot;
 - (b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the lot to the satisfaction of all relevant Governmental Agencies; and
 - (c) take all reasonable steps to ensure compliance with fire laws in respect of the parcel or the lot.

Special By-Law 27 Rules of the area

The body corporate or a lessee or occupier of a lot must take all reasonable steps to ensure that any rules of the Lessor relating to the area known as Darling Harbour and applicable to the parcel are observed.

Special By-Law 28 Consent of body corporate

A consent given by the body corporate under any by-law may, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the lessee or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

Special By-Law 29 Complaints and applications

Any complaint or application to the body corporate or its council must be addressed in writing to the Managing Agent.

Special By-Law 30 Swimming pool area

- 19.1 The following conditions apply to the use of the Swimming Pool Area:
- (a) the Swimming Pool Area may only be used by a lessee or occupier of a lot, on invitee of a lessee or occupier of a lot or any other person entitled to use it between the hours nominated from time to time by the council of the body corporate;
 - (b) children under the age of 12 years may use the Swimming Pool Area only if accompanied and supervised by an adult; and
 - (c) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area.
- 19.2 The council of the body corporate may make rules and regulations relating to the Swimming Pool Area.

Special By-Law 31 Management agreement

- 19.1 The body corporate, in addition to the powers and authorities conferred on it by or under the Act and any by-law, has the power and authority to appoint and enter into an agreement with a person to provide for the management, control and administration of the parcel which agreement may provide for:
- (a) a term of up to 99 years with rights for early determination by either the body corporate or the Building Manager;
 - (b) the provision of services consistent with use of lots in the scheme as serviced apartments including without limitation concierge, night porter and telephone message services;
 - (c) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the body corporate and for the general repair, maintenance, renewal or replacement of that property;
 - (d) the provision of services to lessees or occupiers;
 - (e) the supervision of any employees or contractors of the body corporate;
 - (f) the control and supervision of the common property;
 - (g) the arbitration of disputes between the body corporate and the Building Manager; and

- (h) anything else which the body corporate agrees is necessary or desirable having regard to the operational and management requirements of the body corporate.
- 19.2 At the expiration of an agreement entered into under this special by-law the body corporate may enter into a further agreement under that special by-law.
- 19.3 The body corporate may not without the written consent of the Building Manager enter into more than one agreement under this special by-law at any one time.

Special By-Law 32 Obstruction of building manager

A lessee or occupier of a lot must not:

- (a) interfere with or obstruct the Building Manager from performing the Building Manager's duties under an agreement entered into under these special by-laws; or
- (b) interfere with or obstruct the Building Manager from using any part of the common property designated by the body corporate for use by the Building Manager.

Special By-Law 33 Power of body corporate to enter into certain other agreements

The body corporate, in addition to the powers and authorities conferred on it by or under the Act or any other by-law, has the power and authority to:

- (a) execute documents to provide for regulation of certain matters affecting the Land and the Building between the Lessor, the body corporate and other parties; and
- (b) enter into contractual or other arrangements with a person or several persons for or in connection with the provision of Essential Services in accordance with the requirements of the Strata Management Statement.

Special By-Law 34 Planter boxes

The lessee or occupier of a lot which has planter boxes located on a balcony servicing that lot must:

- (a) ensure that the planter boxes and plants contained within them are properly maintained;
- (b) refrain from watering the plants and the soil in the planter boxes in such a way that water may escape onto areas of the common property or other lots;
- (c) if required to do so by the body corporate for the purposes of carrying out inspection, maintenance or repair of common property remove, at the Lessee's expense, plant and soil from the planter boxes; and
- (d) refrain from using the planter boxes in any manner which may cause damage to the common property, a nuisance or hazard.

Special By-Law 35 Air-conditioning

The lessee or occupier of a lot must not install, maintain and operate an air-conditioning unit to service the lot which:

- (a) is of a type or brand which has not been approved by the body corporate; and
- (b) when operated, damages or detrimentally affects the operation of the common property air-conditioning water reticulation system.

Special By-Law 36 Use of doors – ground floor

The following conditions apply to the doors on the ground floor marked "AGD32", "AGD36" and "AGD59" on the plan exhibited EX1 to the minutes of meeting dated 18 April 1995:

- (a) door AGD36 must be kept locked at all times when not in use and accessed only by the Building Manager or the body corporate or its agents;
- (b) door AGD59 must be kept locked at all times and accessed only by the owner or occupier of lot and the Building Manager or the body corporate and its agents; and
- (c) signs or other marking not be placed or made on door AGD32.

Special By-Law 37 Lessor's consent to by-law changes

In addition to the restrictions imposed under section 87(2) of the Act, the body corporate must obtain the Lessor's written consent prior to adding to, amending or repealing these special by-laws.

Special By-Law 38 Installation of pay TV

Resolved that the body corporate, in addition to the powers and authorities conferred on it by or under the Strata Titles (Leasehold) Act 1986 and any other by-law, has the power and authority to:

- (a) install pay TV services; and
- (b) install an outlet for a pay TV service in each lot on the following conditions:
 - (i) the costs associated with the operation, maintenance and repair replacement of the system must be paid for by the lessees who agree to connect to the service system;
 - (ii) the body corporate may enter into arrangements with third parties (irrespective of whether those parties are lessees in the strata scheme) to deliver, operate or maintain the service or provide other assistance to the body corporate in respect of the service; and
 - (iii) the terms of any agreement made under this by-law must be approved by the council of the body corporate.

Special By-Law 39 Garbage disposal by lots 217, 218 & 219

- 19.1 The body corporate may from time to time designate areas of the common property to be used for the purpose of the storage of garbage from lots 217, 218 and/or 219.
- 19.2 The lessee or occupier of lots 217, 218 and 219 must deposit garbage in the following manner in suitable receptacles on the lot or the areas designated by the body corporate for the storage of garbage.
- 19.3 The lessee or occupier of lots 217, 218 and 219 must arrange at their costs for the receptacles in which garbage is deposited and stored to be emptied daily and the garbage removed from the parcel.
- 19.4 The lessee or occupier of lots 217, 218 and 219 must arrange at their cost for the areas designated by the body corporate for the storage of garbage from lots 217, 218 and 219 to be cleaned daily.
- 19.5 If the lessee or occupier of lots 217, 218 and 219 fails to comply with any obligation under this by-law, THEN the body corporate may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from that lessee or occupier.

- 19.6 The lessees or occupiers of lots 217, 218 & 219 are required to use their best endeavours to ensure that unpleasant odours do not emanate from their rubbish.

Special By-Law 40 Use of pool, gymnasium & level 17

- 19.1 The body corporate may make rules relating to the control, management, operation, use and enjoyment of the pool, gymnasium and level 17 of the building.
- 19.2 The rules that may be made under this by-law include but are not limited to the:
- (a) hours during which the pool, gymnasium and level 17 may be used;
 - (b) number of people at any one time that may use the pool, gymnasium and level 17;
 - (c) articles that may be brought into the pool areas, gymnasium areas and level 17;
 - (d) prohibition on the use of the pool, gymnasium and level 17 at specified times of the year;
 - (e) issue of tickets or passes to use the pool, gymnasium and level 17 at specified times of the year; and
 - (f) imposition of a fee or charge for the use of the pool, gymnasium and level 17 to cover the costs of cleaning, security maintaining and repairing those areas from such use.
- 19.3 The body corporate may add to or alter the rules at any time.
- 19.4 The rules bind each lessee, occupier and mortgagee in possession of a lot and those persons must comply with the rules in force from time to time.

Special By-Law 41 Mechanical ventilation for lots 217, 218 & 219

1 Definitions

- 1.1 In this by-law, the following terms are defined to mean:
- “**Body Corporate**” means The Lessees - Strata Plan No 49259.
- “**Common Property**” means the common property in the strata scheme adjoining lots 217, 218 and 219.
- “**Lessees**” means each of the registered lessee/s of lots 217, 218 and 219.
- “**Works**” means the installation and maintenance of the following in the Common Property:
- (a) mechanical ventilation equipment and ducting to service lots 217, 218 and 219; and
 - (b) ancillary equipment for the mechanical ventilation equipment and ducting.
- 1.2 Where any terms used in this by-law are defined in the Strata Titles (Leasehold) Act, 1986, they will have the same meaning as those words are attributed under that Act.

2 Rights

Subject to the conditions in section 3 of this by-law, the Lessees will have a special privilege to install and maintain the Works on the Common Property.

3 Conditions

3.1 Scope of Works

- 3.1 The Works shall only be undertaken in accordance with plans and drawings approved by the Body Corporate.

3.2 Approvals

- 3.2 Before commencing the Works each of the Lessees must obtain approval at their costs for the performance of the Works from:
- (a) the engineer nominated by the Body Corporate;
 - (b) the relevant consent authority under the Environmental Planning and Assessment Act;
 - (c) the Darling Harbour Authority; and
 - (d) any other relevant statutory authority whose requirements apply to the Works.
- 3.3 Maintenance**
- 3.3 Each of the Lessees must properly maintain and keep those parts of the Common Property altered as a result of the installation of the Works by the Lessee in a state of good and serviceable repair.
- 3.4 Each of the Lessees must properly maintain, clean and keep the Works including the odour suppression system installed by that Lessee in a state of good and serviceable repair and cleaned regularly.
- 3.4 Performance of Works**
- 3.5 in performing the Works, the Lessees must:
- (a) not create noise or odour that causes discomfort, disturbance or interference with activities of any other occupier of the building;
 - (b) obtain the prior approval of all relevant statutory authorities to the performance of the Works;
 - (c) comply with the requirements of the Body Corporate to comply with any by-laws and any relevant statutory authority concerning the performance of the Works; and
 - (d) only undertake the Works (or any part of the Works) between:
 - (i) 7.30am and 6.00pm on Mondays to Fridays; and
 - (ii) 8.30am and 5.00pm on Saturdays; and
 - (iii) not at any other times
- 3.5 Cost of Works**
- 3.6 The Works must be undertaken at the cost of the Lessees.
- 3.6 Liability**
- 3.7 The Lessees will each be severely liable for any damage caused to any part of the building as a result of the Works undertaken by that Lessee and will make good that damage immediately after it has occurred.
- 3.7 Costs of By-Law, Approvals & Certification**
- 3.8 The Lessees will jointly and severally indemnify the Body Corporate for all of the costs of considering and making this by-law incurred by the Body Corporate and will pay those amounts to the Body Corporate when requested.
- 3.8 Indemnity**
- 3.9 Each of the Lessees must severally indemnify the Body Corporate against any loss or damage the Body Corporate suffers as a result of the performance of the Works by that Lessee including liability under section 94(3) of the Strata Titles (Leasehold) Act, 1986 in respect of any part of the Works.
- 3.9 Right to Remedy Default**
- 3.10 If the Lessees or any one of them fails to comply with any obligation under this by-law, THEN the Body Corporate may:
- (a) carry out all work necessary to perform that obligation;

- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Lessee who failed to comply.

Special By-Law – Canopy for lot 219

1 Definitions

- 1.1 In this by-law, the following terms are defined to mean:
 - "Body Corporate"** means The Lessees - Strata Plan No 49259.
 - "Common Property"** means the common property in the strata scheme adjoining lot 219.
 - "Lessee"** means the registered lessee/s of lot 219.
 - "Works"** means the installation and maintenance of the following in the Common Property:
 - (a) a canopy over the entrance to lot 219; and
 - (b) ancillary equipment for the canopy.
- 1.2 Where any terms used in this by-law are defined in the Strata Titles (Leasehold) Act, 1986, they will have the same meaning as those words are attributed under that Act.

2 Rights

- 2.1 Subject to the conditions in section 3 of this by-law, the Lessee will have a special privilege to install and maintain the Works on the Common Property.

3 Conditions

3.1 Scope of Works

- 3.1 The Works shall only be undertaken in accordance with plans and drawings approved by the Body Corporate.

3.2 Approvals

- 3.2 Before commencing the Works the Lessees must obtain approval at its cost for the performance of the Works from:
 - (a) the engineer nominated by the Body Corporate;
 - (b) the relevant consent authority under the Environmental Planning and Assessment Act;
 - (c) the Darling Harbour Authority; and
 - (d) any other relevant statutory authority whose requirements apply to the Works.

3.3 Maintenance

- 3.3 The Lessee must properly maintain and keep those parts of the Common Property altered as a result of the installation of the Works in a state of good and serviceable repair.
- 3.4 The Lessee must properly maintain and keep the Works in a state of good and serviceable repair and cleaned regularly.

3.4 Performance of Works

- 3.5 In performing the Works, the Lessee must:
 - (a) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
 - (b) obtain the prior approval of all relevant statutory authorities to the performance of the Works;

- (c) comply with the requirements of the Body Corporate to comply with any by-laws and any relevant statutory authority concerning the performance of the Works; and
- (d) only undertake the Works (or any part of the Works) between:
 - (i) 7.30am and 6.00pm on Mondays to Fridays; and
 - (ii) 8.30am and 5.00pm on Saturdays;
 - (iii) and not at any other times.

3.5 Cost of Works

3.6 The Works must be undertaken at the cost of the Lessee.

3.6 Liability

3.7 The Lessee will be liable for any damage caused to any part of the building as a result of the Works and will make good that damage immediately after it has occurred.

3.7 Costs of By-Law, Approvals & Certification

3.8 The Lessee will indemnify the Body Corporate for all of the costs of considering and making this by-law incurred by the Body Corporate and will pay those amounts to the Body Corporate when requested.

3.8 Indemnity

3.9 The Lessee must indemnify the Body Corporate against any loss or damage the Body Corporate suffers as a result of the performance of the Works by the Lessee including liability under section 94(3) of the Strata Titles (Leasehold) Act, 1986 in respect of any part of the Works.

3.9 Right to Remedy Default

- 3.10 If the Lessee fails to comply with any obligation under this by-law, THEN the Body Corporate may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Lessee.

Special By-Law 42 Enclosure to terrace for lot 219

1 Definitions

1.1 In this by-law, the following terms are defined to mean:

"**Body Corporate**" means The Lessees - Strata Plan No 49259.

"**Common Property**" means the common property in the strata scheme adjoining lot 219.

"**Lessee**" means the registered lessee/s of lot 219.

"**Works**" means the installation of the following in the Common Property:

- (a) an enclosure to the terrace to lot 219; and
- (b) ancillary equipment for the terrace enclosure.

1.2 Where any terms used in this by-law are defined in the Strata Titles (Leasehold) Act, 1986, they will have the same meaning as those words are attributed under that Act.

2 Rights

2.1 Subject to the conditions in section 3 of this by-law, the Lessee will have a special privilege to install and maintain the Works on the Common Property.

3 Conditions

Scope of Works

- 3.1 The Works shall only be undertaken in accordance with plans and drawings approved by the Body Corporate.

Approvals

- 3.2 Before commencing the Works the Lessees must obtain approval at its cost for the performance of the Works from:
- (a) the engineer nominated by the Body Corporate;
 - (b) the relevant consent authority under the Environmental Planning and Assessment Act;
 - (c) the Darling Harbour Authority; and
 - (d) any other relevant statutory authority whose requirements apply to the Works

Maintenance

- 3.3 The Lessee must properly maintain and keep those parts of the Common Property altered as a result of the installation of the Works in a state of good and serviceable repair.
- 3.4 The lessee must properly maintain and keep the Works in a state of good and serviceable repair and cleaned regularly.

Performance of Works

- 3.5 In performing the Works, each of the Lessee must:
- (a) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
 - (b) obtain the prior approval of all relevant statutory authorities to the performance of the Works;
 - (c) comply with the requirements of the Body Corporate to comply with any by-laws and any relevant statutory authority concerning the performance of the Works; and
 - (d) only undertake the Works (or any part of the Works) between:
 - (i) 7.30am and 6.00pm on Mondays to Fridays; and
 - (ii) 8.30am and 5.00pm on Saturdays;
 - (iii) and not at any other times.

Cost of Works

- 3.6 The Works must be undertaken at the cost of the Lessee.

Liability

- 3.7 The Lessee will be severally liable for any damage caused to any part of the building as a result of the Works and will make good that damage immediately after it has occurred.

Costs of By-Law, Approvals & Certification

- 3.8 The Lessee will indemnify the Body Corporate for all of the costs of considering and making this by-law incurred by the Body Corporate and will pay those amounts to the Body Corporate when requested

Indemnity

- 3.9 The Lessee must indemnify the Body Corporate against any loss or damage the Body Corporate suffers as a result of the performance of the Works by the Lessee including liability under section 94(3) of the Strata Titles (Leasehold) Act 1986 in respect of any part of the Works.

Right to Remedy Default

- 3.10 If the Lessee fails to comply with any obligation under this by-law, THEN the Body Corporate may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Lessee.

Special By-Law 43 Awning over terrace of lot 12

1 Definitions

- 1.1 In this by-law, the following terms are defined to mean:
- "Body Corporate"** means The Lessees - Strata Plan No 49259.
- "Common Property"** means the common property in the strata scheme adjoining lot 12.
- "Lessee"** means the registered lessee/s of lot 12.
- "Works"** means the installation of the following in the Common Property:
- (a) an awning over the terrace to lot 12; and
 - (b) ancillary equipment for the awning.
- 1.2 Where any terms used in this by-law are defined in the Strata Titles (Leasehold) Act, 1986, they will have the same meaning as those words are attributed under that Act.

2 Rights

- 2.1 Subject to the conditions in section 3 of this by-law, the Lessee will each severally have a special privilege to install and maintain the Works on the Common Property.

3 Conditions

Scope of Works

- 3.1 The Works shall only be undertaken in accordance with plans and drawings approved by the Body Corporate.

Approvals

- 3.2 Before commencing the Works the Lessees must obtain approval at its cost for the performance of the Works from:
- (a) the engineer nominated by the Body Corporate;
 - (b) the relevant consent authority under the Environmental Planning and Assessment Act;
 - (c) the Darling Harbour Authority; and
 - (d) any other relevant statutory authority whose requirements apply to the Works

Maintenance

- 3.3 The Lessee must properly maintain and keep those parts of the Common Property altered as a result of the installation of the Works in a state of good and serviceable repair.
- 3.4 The Lessee must properly maintain and keep the Works in a state of good and serviceable repair and cleaned regularly.

Performance of Works

- 3.5 In performing the Works, each of the Lessee must:
- (a) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;

- (b) obtain the prior approval of all relevant statutory authorities to the performance of the Works;
- (c) comply with the requirements of the Body Corporate to comply with any by-laws and any
- (d) relevant statutory authority concerning the performance of the Works; and
- (e) only undertake the Works (or any part of the Works) between:
 - (i) 7.30am and 6.00pm on Mondays to Fridays; and
 - (ii) 8.30am and 5.00pm on Saturdays;
 - (iii) and not at any other times.

Cost of Works

- 3.6 The Works must be undertaken at the cost of the Lessee.

Liability

- 3.7 The Lessee will be liable for any damage caused to any part of the building as a result of the Works and will make good that damage immediately after it has occurred.

Costs of By-Law, Approvals & Certification

- 3.8 The Lessee will indemnify the Body Corporate for all of the costs of considering and making this by-law incurred by the Body Corporate and will pay those amounts to the Body Corporate when requested.

Indemnity

- 3.9 The Lessee must indemnify the Body Corporate against any loss or damage the Body Corporate suffers as a result of the performance of the Works by the Lessee including liability under section 94(3) of the Strata Titles (Leasehold) Act, 1986 in respect of any part of the Works.

Right to Remedy Default

- 3.10 If the Lessee fails to comply with any obligation under this by-law, THEN the Body Corporate may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Lessee.

Special By-Law 44

1 Definitions

- 1.1 The following terms are defined to mean:
- "Security Door"** means a security door and mechanism between the lift lobby and corridor on level 1 of the building.
- "Equipment"** means all equipment (including cabling) necessary to facilitate the installation, Operation, maintenance and repair of Security Door.

2 Powers & duties

- 2.1 The owners corporation shall have the following additional powers, authorities, duties and functions:
- (a) the power to install the Equipment in the common property at the cost of the owners of lots on level 1 of the building (such cost to be shared between those owners according to their relative unit entitlements);

- (b) the power to enter lots to install, repair or replace the Equipment or any part of the Equipment on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996;
- (c) the power to enter into arrangements with third parties from time to time for the operation of Security Door and the installation, repair and replacement of the Equipment;
- (d) the duty to keep any Equipment installed pursuant to this by-law in good and serviceable repair;
- (e) the power to replace the Equipment from time to time as determined by the executive committee; and
- (f) the power to provide to proprietors and/or occupiers of Lots, on terms and conditions (including but not limited the payment of a security deposit) determined by the owners corporation from time to time, any devices or information required to operate the Security Door.

Special By-Law 45 Common property signage

1 Definitions

- 1.1 In this by law, the following terms are defined to mean:

"Signage Agreements" means an agreement (whether by licence or otherwise) entered into between the owners corporation and a Signage Provider for the placement of signs and other advertising material on the common property for consideration pursuant to any terms and conditions the owners corporation considers appropriate from time to time.

"Signage Provider" means a person or company involved in the supply, installation, maintenance and removal of advertising signs and billboards including but not limited to Impact Outdoor Advertising Pty Ltd.

"Works" means all alterations and additions undertaken by the Signage Provider to install the signs and other advertising material on the common property including but not limited to:

- (a) the installation of signs on the eastern facade of the roof outside the pool area (approximate area 23m x 5m);
- (b) the installation of signs on the western facade of the building (approximate area 40m x 3.7m);
- (c) the installation of all ancillary structures and equipment for the signs; and
- (d) any other work the owners corporation approves in writing from time to time concerning the placement of signs and other advertising material on the common property.

- 1.2 Where any terms in this by law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2 Powers of owners corporation

- 2.1 The owners corporation will have the following additional powers, authorities, duties and functions:

- (a) the power to enter into Signage Agreements, but only Signage Agreements whose terms expire before 31 December 2000; and
- (b) the power to impose any terms and conditions under the Signage Agreements that the owners corporation considers appropriate including but not limited to:
 - (i) the size, design, location and specification of the signs and other advertising material;

- (ii) the reinstatement of the common property upon the expiration of the Signage Agreements;
- (iii) the duties of the Signage Provider to supervise the installation and removal of the signs and the ongoing maintenance and repair of the signs;
- (iv) the Signage Provider being liable for any damage caused to the common property as a result of the erection or attachments of the signs or other advertising material on the common property;
- (v) the Signage Provider indemnifying the owners corporation for any loss or damage caused to the common property due to the placement of signs and other advertising material on the common property;
- (vi) the amount of fees payable under the Signage Agreement and the arrangements for payment of those fees;
- (vii) the requirement for approval from local council and other relevant statutory authorities concerning the placement of signs and other advertising material on the common property; and
- (viii) the requirement to keep all signs and advertising material installed and maintained pursuant to the original specification provided by the Signage Provider and any other terms and conditions imposed by the owners corporation.

Special By-Law 46 Invalidated

Special By-Law 47 Despatch of Notices Electronically

1. A lessee may notify the owners corporation in writing of an e-mail address of the lessee for the service of notices under these by-laws, the Strata Schemes Management Act 1996 (the SSM Act) or the Act and may amend that e-mail address from time to time by further notice in writing to the owners corporation.
2. If a lessee notifies the owners corporation in writing of an e-mail address for the service of notices or an amendment of a previously notified e-mail address, the owners corporation must record that e-mail address in the strata roll.
3. If a lessee has notified the owners corporation in writing of an e-mail address for the service of notices, any notice required or authorised by the SSM Act, the Act or the by-laws to be served on and owner or, in the case of a leasehold strata scheme, the lessee of a lot may be served on that lessee by sending the whole of that notice (including all attachments to that notice) by e-mail to the lessee at that e-mail address.
4. If a notice is despatched electronically to a lessee at the last e-mail address recorded in the strata roll and the sender receives an electronic notification that the transmission of the e-mail was not successful, the notice will not be duly served unless and until served on the lessee by another means specified in the Act for the service of notices on an owner of a lot.
5. A notice served on a lessee by e-mail in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive any electronic notification of unsuccessful transmission.

Special By-Law 48 new double glazed doors (lot 169)

1 Definitions

- 1.1 In this by-law:
"lot" means lot 169 in Strata Plan No. 49259;

“new doors” means four uPVC double glazed laminated fixed doors each 2500mm high and 1500mm wide and one uPVC double glazed laminated tilt and slide door 2500mm high and 4050mm wide on the boundary of the main bedroom of the lot and any other fixture or fitting installed during the works;

“owner” means the owner of the lot;

“specification” means the specification of Ecovue Pty Limited dated 24 November 2010 attached to this by-law; and

“works” means the removal of the three fixed and two sliding doors on the boundary of the main bedroom of the lot and the installation of the new doors in accordance with the specification.

2 Works authorisation, special privileges & exclusive use

2.1 The owners corporation:

- (a) authorises the works; and
- (b) confers on the owner special privileges in respect of the common property for the purpose of permitting the works to be carried out; and
- (c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the new doors,

upon and subject to the conditions set out in this by-law.

3 The conditions

3.1 Before the Works

(a) Approvals

Before commencing the works, the owner must obtain all necessary approvals for the works including (if required by law) the development consent of the City of Sydney Council and the approval of the Sydney Harbour Foreshore Authority.

(b) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

(c) Costs of this By-Law

Before commencing the works, the owner must pay any reasonable costs of the owners corporation incurred in connection with the passing of this by-law.

3.2 During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged on the works must be appropriately licensed under the Home Building Act 1989.

(c) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement

(d) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the specification. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(e) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(f) Transportation of Equipment and Materials

The owner must ensure that all materials and equipment in relation to the works are transported in accordance with any manner reasonably directed by the owners corporation.

3.3 After the Works

(a) Repair of Damage

The owner must, at the owner's expense, make good any damage to the common property caused as a result of the works.

(b) Appearance of New Doors

Except in so far as this by-law may otherwise provide, the new doors must have an appearance which is in keeping with the appearance of the rest of the balcony doors and windows in the building.

(c) Maintenance of the New Doors

The owner must, at the owner's expense, properly maintain the new doors and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the new doors.

(d) Maintenance of the Common Property

The owner must, at the owner's expense, properly maintain the common property occupied by the new doors and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property. The owners corporation must continue to be responsible for the proper maintenance of and the keeping in a state of good and serviceable repair of the rest of the common property, subject to any other by-laws and any resolutions passed pursuant to section 62(3) of the Strata Schemes Management Act 1996.

(e) Indemnity

The owner will 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 works or the altered state or use of the common property arising from the new doors.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

4 Breach of this By-Law

4.1 If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(a) rectify any such breach;

- (b) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying any such breach; and
 - (c) recover as a debt due from the owner the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.
- 4.2 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.



double glazed windows & doors

24 November 2010

Berice Dudley
1302 50 Murray St
Pyrmont, NSW

Dear Berice,

Scope of Works

You have asked for a description of works relating to the replacement of your existing fixed and sliding doors in Bedroom 1 with our uPVC double glazed noise insulation fixed and tilt and slide door.

Removal of existing 3 fixed and 2 sliding doors

Aluminium sub-seal, sub-head, fixed panels and doors will be carefully removed leaving existing aluminium corner post intact.

Installation of 4 fixed and one tilt and slide door

Frame and doors will be carried up via the service lift or stairwell to the apartment.

The hob will be inspected to ensure there is no degradation.

Our uPVC frames will be fixed to the wall and corner post and gaps filled with foam and finished off with silicone and trim to suite.

Door will be fitted and adjusted to opening.

Removal of existing windows and rubbish will be via either works lift or stairwell to a Ute located in the car park.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "Warren Miles".

Warren Miles

Managing Director

ECOVUE PTY LTD, ABN 50 130 964 177
2/26 Day Street North, Silverwater, NSW 2128
Office: 02 9648 1777, Fax: 02 9737 8840

download the free trial online at nitropdf.com/professional



energy efficient windows & doors

A B N. 28 135 568 419

Jackie

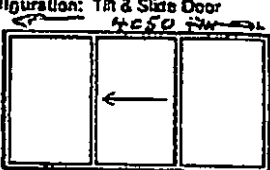
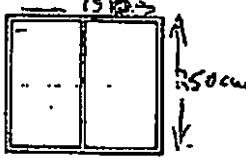
Window & Door Schedule

Date: 8/10/2010

2/26 Day Street, Silverwater

NSW 2128

Ph: 02 9848 1777 Fax: 02 9737 8840

Customer: Berice Dudley			Ph: 02-9281 3848	Sales Agreement No.
Address: 1302 50 Murray St			Mobile:	Sales Consultant: Warren Miles
Pymont, NSW			Fax:	Check Measure: Warren Miles
Email: thestoryteller@ozmail.com.au				Installation: Required
Date required:		Reveals: No		Outside Colour: Natural Off White
All windows and doors are specified and shown as viewed from the outside.				Hardware: Roto
Quantity 1	Number W1	Location Bed 1	Configuration: 1m x 1.5m Sliding Door 	Comments W1 & W2 join together at 90deg with a corner post. Quote assumes re-use of aluminium sub-seal and head.
W 4050	Glazing 10.75/16/6	Laminated		
H 2500	Screens None			
Quantity 1	Number W2	Location Bed 1	Configuration: Fixed 	Comments
W 1500	Glazing 10.75/16/6	Laminated		
H 2500	Screens None			
Quantity	Number	Location	Configuration	Comments
W	Glazing			
H	Screens			
Quantity	Number	Location	Configuration	Comments
W	Glazing			
H	Screens			
Quantity	Number	Location	Configuration	Comments
W	Glazing			
H	Screens			
Quantity	Number	Location	Configuration	Comments
W	Glazing			
H	Screens			
Ecovue Signature:			Customer signature:	



Special By-Law 49 Renovations (Lot 165)

1 Definitions

1.1 In this by-law:

"drawings" means the drawings entitled "Darling Harbour Apartment Existing Plan";

"Darling Harbour Apartment Proposed Plan" prepared by Commercial and industrial Property Pty Limited drawing no.'s MCK-DH-FS-01-100 A and MCK-DH-FS-01-100 A attached to this by-law;

"lot" means lot 165 in Strata Plan No. 49259;

"owner" means the owner of the lot;

"specifications" means the document entitled "Scope of Renovations" attached to this by-law; and

"renovations" means the alterations and additions to the lot and the common property shown in the drawings and described in the specifications.

2 Renovations authorisation, special privileges & exclusive use rights

2.1 The owners corporation:

- (a) authorises the renovations;
- (b) confers on the owner special privileges in respect of so much of the common property that will be altered or added to by the renovations for the purpose of permitting the renovations to be carried out on that common property; and
- (c) grants the owner a right of exclusive use and enjoyment of so much of the common property to be occupied by the renovations for the purposes of allowing the renovations to remain on that common property and permitting the owner to have the sole and exclusive use of that common property, upon and subject to the conditions set out in this by-law.

3 The conditions

3.1 Before the Renovations

(a) Planning Approvals & Certificates to be Given to Owners Corporation

Before commencing the renovations, the owner must (if required by law):

- (i) obtain development consent for the renovations from the City of Sydney under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the development consent including all conditions of consent; and
- (ii) obtain a construction certificate for the renovations under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the renovations to commence and give the owners corporation a complete copy of any such documents or certificates.

(b) Contracts & Insurance Certificates to be Given to Owners Corporation

Before commencing the renovations, the owner must:

- (i) give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the renovations which must include evidence of public liability cover of not

less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation; and

- (ii) give the owners corporation a copy of a certificate of currency for any policy of home warranty insurance of the principal contractor to be engaged on the renovations that is required for the renovations under the Home Building Act 1989.

(c) **Engineer's Certificate to be Given to Owners Corporation**

Before commencing the renovations, the owner must give the owners corporation a certificate or report from a duly qualified structural engineer certifying that the walls to be removed during the renovations will not affect the structural integrity of the building or any part of it.

(d) **Costs of this By-Law**

The owner must pay all of the reasonable costs of the owners corporation incurred in connection with the passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

3.2 During the Renovations

(a) **Quality of the Renovations**

The renovations must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) **Licensed Contractors**

All contractors engaged on the renovations must be appropriately licensed under the Home Building Act 1989.

(c) **Appearance of the Renovations**

Except in so far as this by-law may otherwise provide, the renovations must be installed and maintained so that they have an appearance which is in keeping with the appearance of the rest of the building.

(d) **Time for Completion of the Renovations**

The owner must ensure that the renovations are done with due diligence and within a reasonable time from the date of commencement.

(e) **Specifications for the Renovations**

The owner must ensure that the renovations are carried out and completed in accordance with any specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the renovations must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(f) **Noise and Disturbance**

The owner must ensure that minimum disturbance is caused to the common property during the renovations and that the renovations do not create any unreasonable noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) **Transportation of Construction Equipment**

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(h) **Debris**

The owner must ensure that any debris is removed from the lot daily and strictly in accordance with any reasonable directions given by the owners corporation.

(i) **Storage of Building Materials on Common Areas**

The owner must make sure that no building materials are stored on the common property.

(j) **Protection of Building**

The owner must protect the common property that is affected by the renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.

(k) **Daily Cleaning**

The owner must clean any part of the common property affected by the renovations on a daily basis and keep all of that common property clean, neat and tidy during the renovations.

(l) **Times for the Renovations**

The owner must ensure that the renovations are only carried out during the hours permitted by the City of Sydney or, if the City of Sydney does not prescribe any such hours, between the hours of 8.00am - 5.00pm on Monday - Friday and not on weekends or public holidays.

(m) **Times for Operation of Noisy Equipment**

The owner must 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 24 hours' notice is given to the occupiers of the adjacent lots before the use of any such tools and equipment.

(n) **Floor Coverings**

The owner must ensure that all floor coverings installed during the renovations 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 lot. This clause does not apply to any floor coverings installed in a kitchen, laundry, lavatory or bathroom.

3.3 After the Renovations

(a) **Restoration of Common Property**

Immediately upon completion of the renovations the owner must restore all other parts of the common property affected by the renovations as nearly as possible to the state they were in immediately before the renovations.

(b) **Planning Certificates**

After the renovations, the owner must (if required by law) obtain and give the owners corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of the lot (for example, any necessary compliance certificate or occupation certificate).

(c) **Access for Owner**

The owners corporation must give the owner reasonable access through the common property of the building for the owner and the owner's contractors and all their reasonable tools and machinery for the purpose of carrying out the renovations and meeting any requirement imposed on the owner by this by-law.

3.4 Enduring Obligations

(a) **Maintenance of the Renovations**

The owner must, at the owner's expense, properly maintain the renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the renovations.

(b) **Maintenance of the Common Property**

The owner must, at the owner's expense, properly maintain the common property that will be altered or added to by the renovations and occupied by the renovations and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's expense, make good any damage to the common property caused as a result of the renovations no matter when such damage may become evident.

(d) Indemnity

The owner will 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.

(e) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations.

4 Breach of this By-Law

- 4.1 If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
- (a) rectify any such breach;
 - (b) enter on any part of the building including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying any such breach; and
 - (c) recover as a debt due from the owner the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.
- 4.2 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.

Scope of Works

Unit 1212, 50 Murray Street, Pymont

Works details will be outlined as Plan N° McK-DH-FS-110 Issue A.

Demolition

- Remove existing kitchen joinery and appliances
- Remove joinery to hallway located between air-conditioning plants
- Remove PC item, joinery and floor and wall tiles from powder room and bathroom 1 and bathroom 2
- Remove carpet
- Remove wall between bedroom 2 and bedroom 3
- Remove existing wardrobe to bedroom 2
- Remove tiles from kitchen floor and splashback

Flooring

- Provide new acoustic floating floor in timber to all areas except powder room and bathroom 1 and bathroom 2

Bathrooms

- Install new PC items and joinery to powder room and bathroom 1 and bathroom 2
- Apply waterproof membrane to floor
- Install tiles to floor and walls

Kitchen

- Install new joinery and appliances
- Install stone bench tops and splashback

Hall

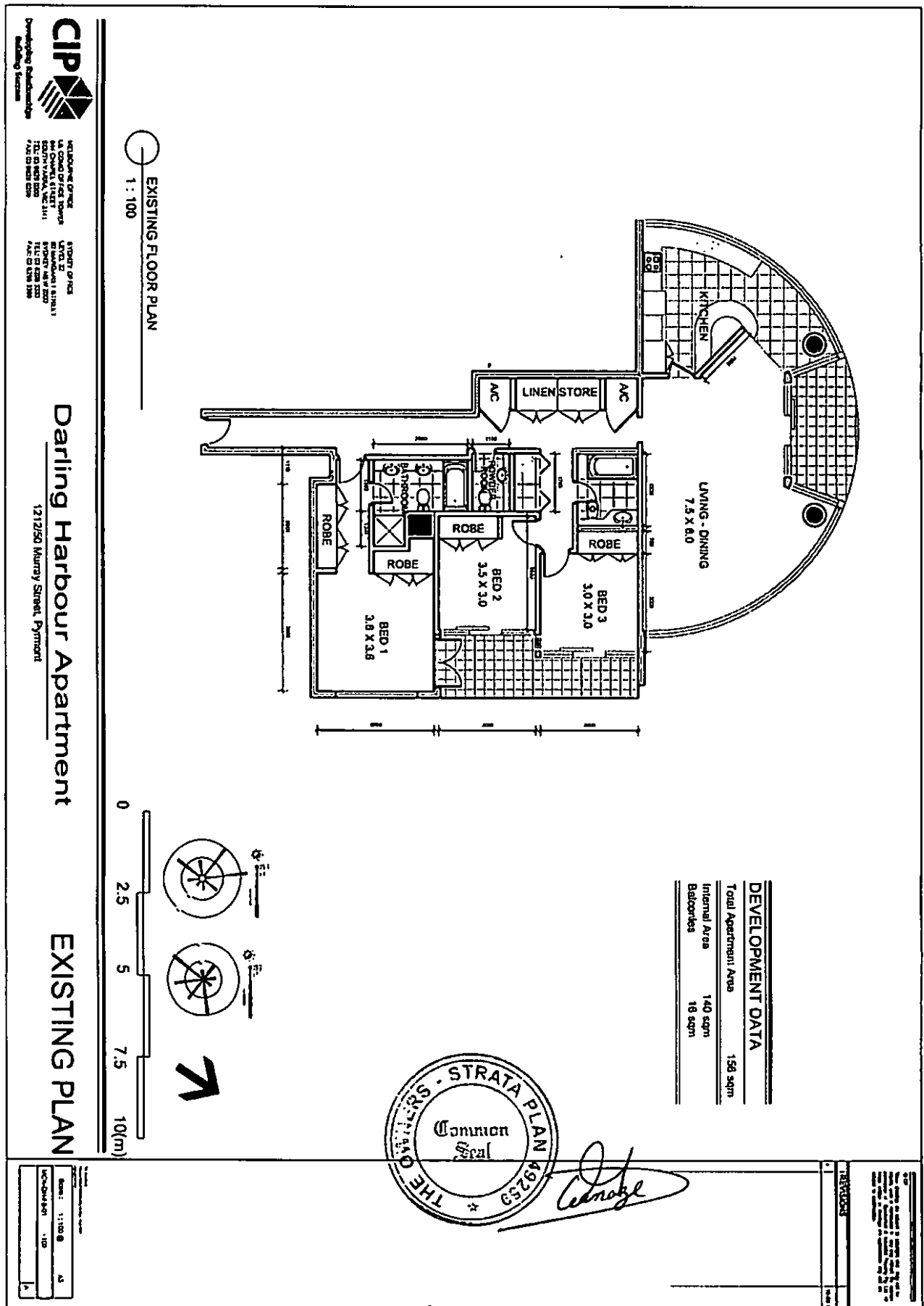
- Install new joinery as shown on drawings

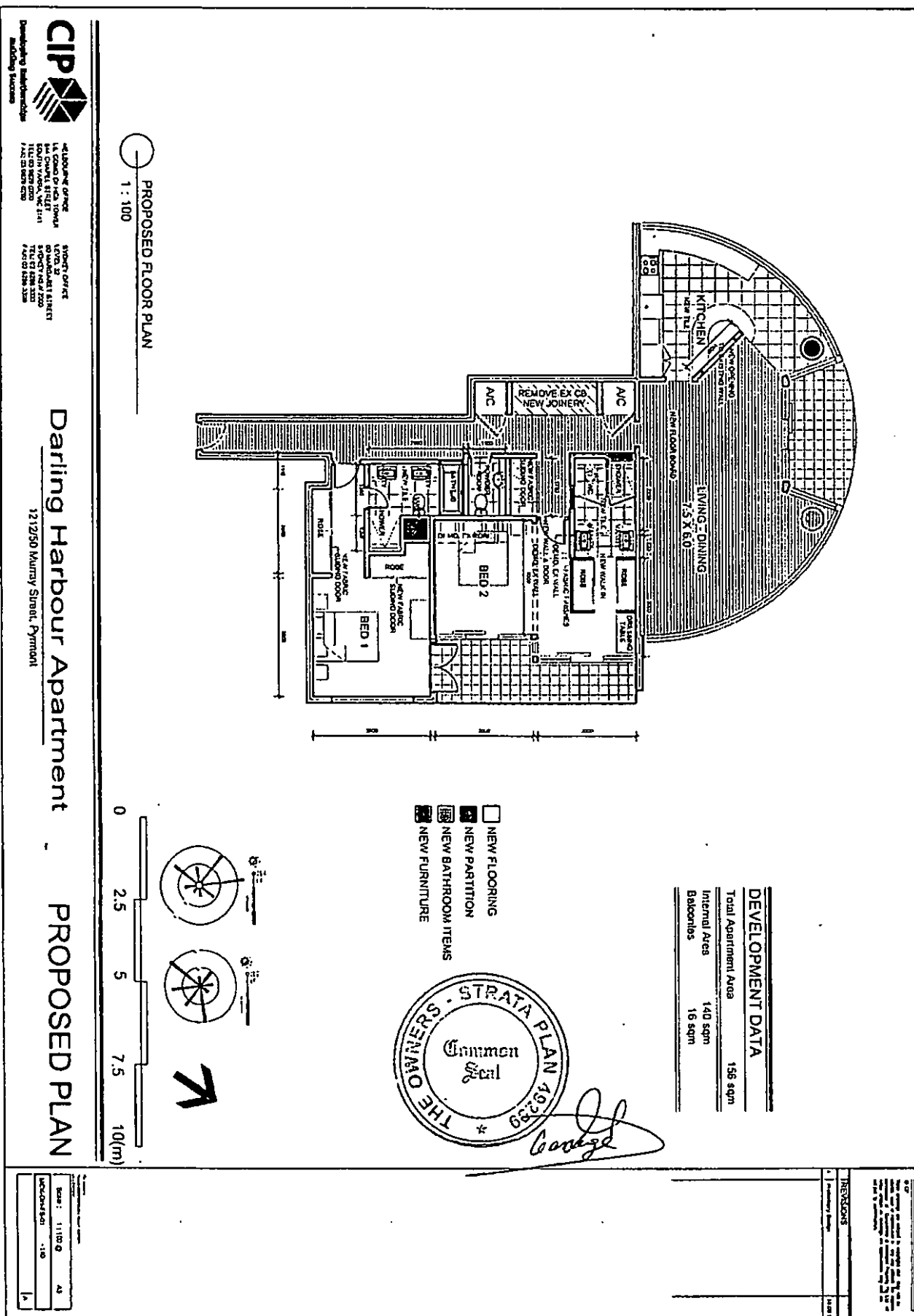
Bedroom 2

- Install new joinery to walk in robe as per drawings

Painting

- Patch gyprock as required and paint all walls and ceilings







**ALAN.L.WRIGHT
& ASSOCIATES
CONSULTING STRUCTURAL
& CIVIL ENGINEERS**

13 Beattie St, Balmain 2041

Telephone: (02) 9810 1100, 9818 1036 Facsimile: (02) 9810 1686

9703/ cert1

IN REPLY QUOTE

23rd Sept, 2010

Commercial Industrial Property Pty Ltd
Level 32 60 Margaret St
Sydney NSW 2000

Attn: Paul McKenna

Dear Sir,

Re: Alterations to 1212/50 Murray St, Pyrmont

This is to verify that this office has inspected the above unit. The purpose of the inspection was to evaluate the proposed walls to be removed to determine if they are loadbearing.

At the time of our inspection we were supplied with the architectural drawing entitled "Darling Harbour Apartment Proposed Plan" prepared by Commercial and Industrial Property Pty Ltd dwg number MCK-DH-FS-01-110 A.

As a result our inspection and assessment of the drawing supplied we can certify that the proposed walls to be removed are not loadbearing and therefore no special precautions are required to provide additional structural support after their removal.

If you require further information in relation to this matter, please do not hesitate to contact us.

Yours faithfully,
ALAN.L.WRIGHT & ASSOCIATES


ALAN L. WRIGHT B.E. (Hons 1), M.Eng.Sci, M.I.E. (Aust.)

Special By-Law 50 Use of small section of loading dock by lot 219

1 Definitions

ice-making machine means the ice-making machine located on the common property in the loading dock;

owner means owner of Lot 219 of SP 49259;

tenant means tenant of Lot 219;

2 Exclusive use

The owners corporation grants the owner a right of exclusive use of the common property in the loading dock with respect to the ice making machine and is subject to the conditions set out in this by-law.

3 Conditions

(a) Maintenance

- (i) The tenant must, at the tenant's expense, properly maintain the ice making machine and keep it in a state of good and serviceable repair and when necessary renew or replace any parts of the ice making machine.
- (ii) The owner's corporation must continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair of the rest of the common property, subject to any other by-laws and any resolutions passed under section 62(3) of the Strata Schemes Management Act 1966.

(b) Indemnity

- (i) The tenant will indemnify the owners corporation against expenses which may be incurred by arising out of the use of the common property from the ice making machine.

Special By-Law 51 Renovations to lot 172 (apartment 1305)

On the conditions set out in this by-law, the owner for the time being of lot 172 (the owner) shall have a special privilege in respect of the common property to undertake alterations and additions, including:

(a) renovation of the kitchen of the lot, including:

- (i) installation of new lighting; and
- (ii) installation of new floor tiling; and

(b) renovation of the laundry of the lot, including:

- (i) installation of new lighting;
- (ii) installation of new wall and floor tiling; and
- (iii) installation of a new shower and toilet; and

(c) renovation of the ensuite bathroom of the lot, including:

- (i) installation of new lighting;
- (ii) installation of new wall and floor tiling; and
- (iii) installation of a new shower and toilet,

as shown in the drawings which form exhibits to the minutes of meeting at which this by-law is made; and

(d) installation of timber flooring in the living and dining areas of the lot.

The undertaking of these alterations and additions is referred to in this by-law as the works.

1 Conditions

1.1 The Works

1.1 Before starting the works, the owner must provide the Owners Corporation with:

- (a) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- (b) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
- (c) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989; and
- (d) evidence of currency for the duration of the works of Contractors All Risks insurance cover 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), to which both the owner and Strata Plan No. 49259 are named parties.

1.2 In undertaking the works, the owner must by himself, his agents, servants and contractors:

- (a) use best-quality and appropriate materials, in a proper and skilful manner;
- (b) comply with all conditions and requirements of the local Council;
- (c) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer 5 specifications;
- (d) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
- (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
- (f) comply with any reasonable requirement of the Owners Corporation concerning:
 - (i) the means of entering and leaving the building for tradespeople, building materials, tools and debris; and
 - (ii) storage of materials and debris;
- (g) carry out the works between 8 am and 5 pm on Monday to Friday (inclusive), excluding public holidays; and
- (h) ensure that major works are completed within 1 month of commencement and all remaining works are completed within 3 months of their commencement.

1.3 The owner may make changes to the plans and specifications for the works as approved in this by-law with the prior written consent of the local Council (if required) and the Owners Corporation.

1.2 After the Works

1.4 Within one month after completion of the works, the owner must give the Owners Corporation:

- (a) a copy of the applicable compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979; and

- (b) copies of all guarantees from the manufacturer or installer for new waterproofing membranes and associated flashings (guarantees).

1.5 The owner must exercise the guarantees if requested by the Owners Corporation.

1.6 The owner must ensure that after installation of any new flooring, noise generated by or resulting from impact upon or movement of the new flooring is not more audible outside the lot than the noise which was generated by or resulted from impact upon or movement of the previous flooring.

1.3 Repair & Maintenance

1.7 Maintenance of the Renovations

The owner must, at the owner's expense, properly maintain the renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the renovations (the works).

1.8 Maintenance of the Common Property

The owner must, at the owner's expense, properly maintain the common property that will be altered or added to by the renovations and occupied by the renovations and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

1.4 Damage

1.9 The owner must repair promptly any damage caused or contributed to by the works.

1.5 Indemnity

1.10 The owner must indemnify the Owners Corporation against any liability or expense arising out of the works.

1.6 Breach of this By-Law

1.11 If the owner is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs as a debt due from the owner.

1.12 The Owners Corporation may, with reasonable notice, by itself, its agents, servants and contractors, enter the lot to rectify any breach of this by-law.

1.7 Notices

1.13 The owner at his own expense must comply with any notice, order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works.

1.8 Costs

1.14 The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law.

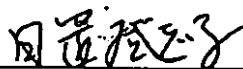
TO: The Secretary
The Owners – Strata Plan No 49259

AND: Land & Property Management Authority
SYDNEY

I TOSHIKO HIOKI being the owner of Lot No. 172 in Strata Plan No 49259
HEREBY CONSENT to the making of a by-law conferring a special privilege upon the owner
for the time being of lot 172, such by-law to be made by the Owners Corporation at a
General Meeting to be convened on the 15 of October 2012 or at an
adjournment of that meeting.



SIGNATURE OF OWNER



SIGNATURE OF OWNER

DATED: day of 10/09/ 2012



neilly davies

CIVIL & STRUCTURAL ENGINEERS

NEILLY DAVIES & PARTNERS PTY LTD

ABN 71 121 623 550

Level 1, Suite 102, 6-12 Atchison Street
St Leonards NSW 2065

PO Box 370
ST LEONARDS NSW 1590

Phone (02) 9438 1515

Fax (02) 9438 5546

Email info@neillydavies.com.au

Web www.neillydavies.com.au

18 September 2012

Toshiko Hioki
1305 - 50 Murray Street
Sydney, NSW, 2000

Re: Structural Certificate for internal alterations
Premises: Unit 1305, 50 Murray Street, Sydney, NSW, 2000

SP49259 - LOT172

Neilly Davies & Partners were engaged by the client to conduct a site inspection at Unit 1305, 50 Murray Street, Sydney. The inspection was based on the Client's requirement for obtaining a structural certificate for:

- 1- Replacing the cabinets in kitchen with new set of cabinets
- 2- Extending the kitchen bench by 700 mm
- 3- Replacing tiles in bathrooms
- 4- Replacing the existing carpet with the timber floor boards
- 5- Replacing the shower units at both bathrooms
- 6- Repainting the unit

Architectural plan of the unit has been attached to this certificate for cross referencing.

Following from our inspection of the property, we certify that the above listed activities will not affect the structural integrity of the building.

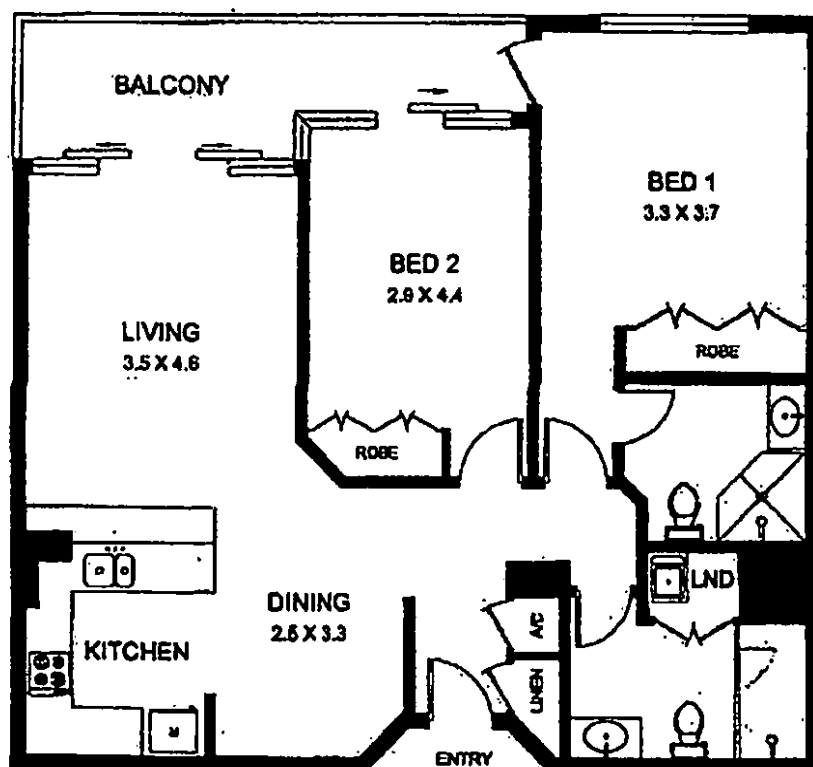
If you have any queries or need further clarifications, please do not hesitate to contact this office.

Yours faithfully,

MBE RUC 27026 NPER 92996

Dr Bala Muhunthan

B.Sc., (Hon) Civil Eng., M. Eng. Sc., PhD, FICE, FIE Aust, CP Eng. NPER



REVISED PLAN



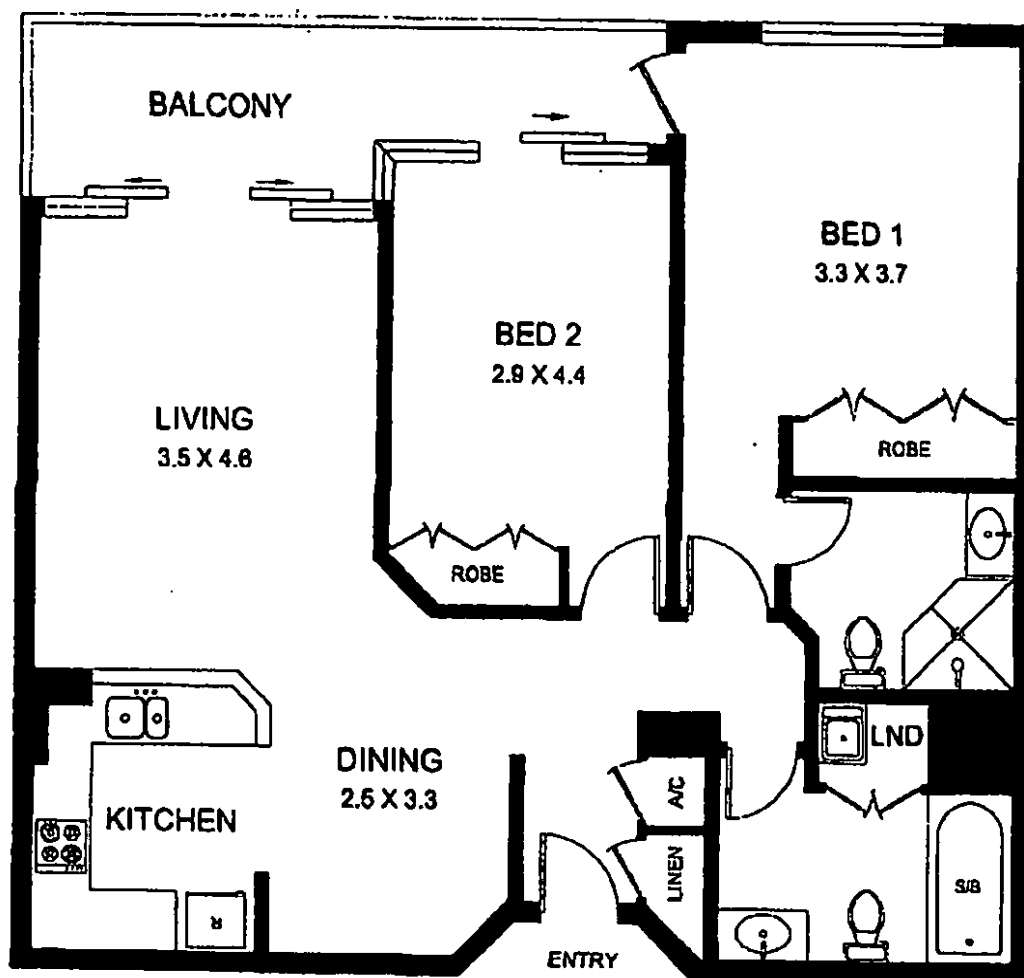
1305/50 MURRAY STREET

PYRMONT

PLAN SIZES ARE ONLY APPROXIMATE OF LAYOUT
DIMENSIONS ARE APPROXIMATE

0 1 3
SCALE BAR IN METRES

LOT 172



1305/50 MURRAY STREET

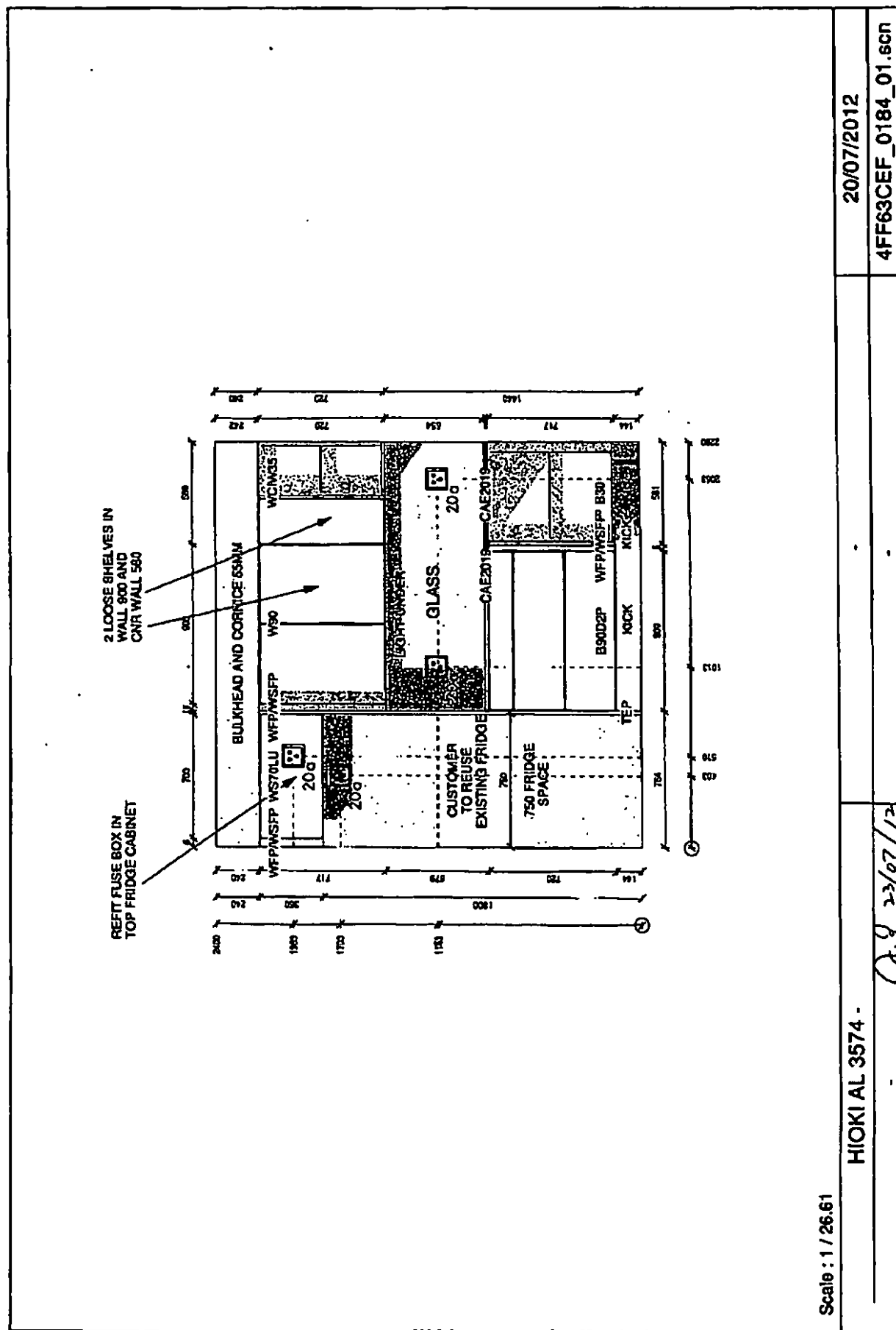
PYRMONT

EXISTING PLAN

PLANS SHOWN ARE ONLY INDICATIVE OF LAYOUT.
 DIMENSIONS ARE APPROXIMATE



SCALE BAR in metres

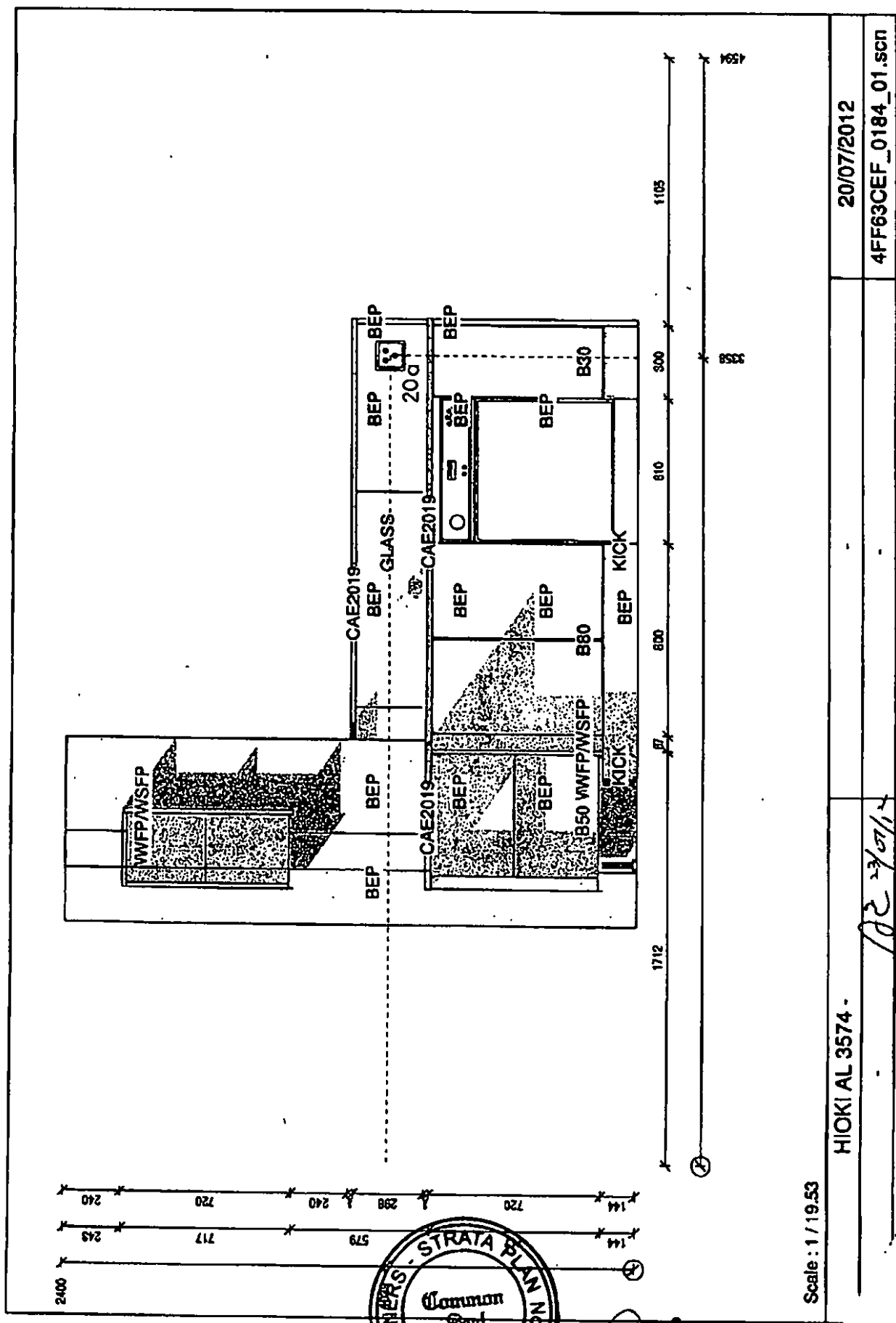


HIOKI AL 3574 -

20/07/2012

23/07/12

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Scale: 1/19.53

HIOKI AL 3574 -

20/07/2012

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Harvey Norman

DESIGN & RENOVATIONS

JOB No#: a13576
 CUST NAME: Nicki
 ADDRESS:

PHONE: 810 CITY: pymont ZIP:

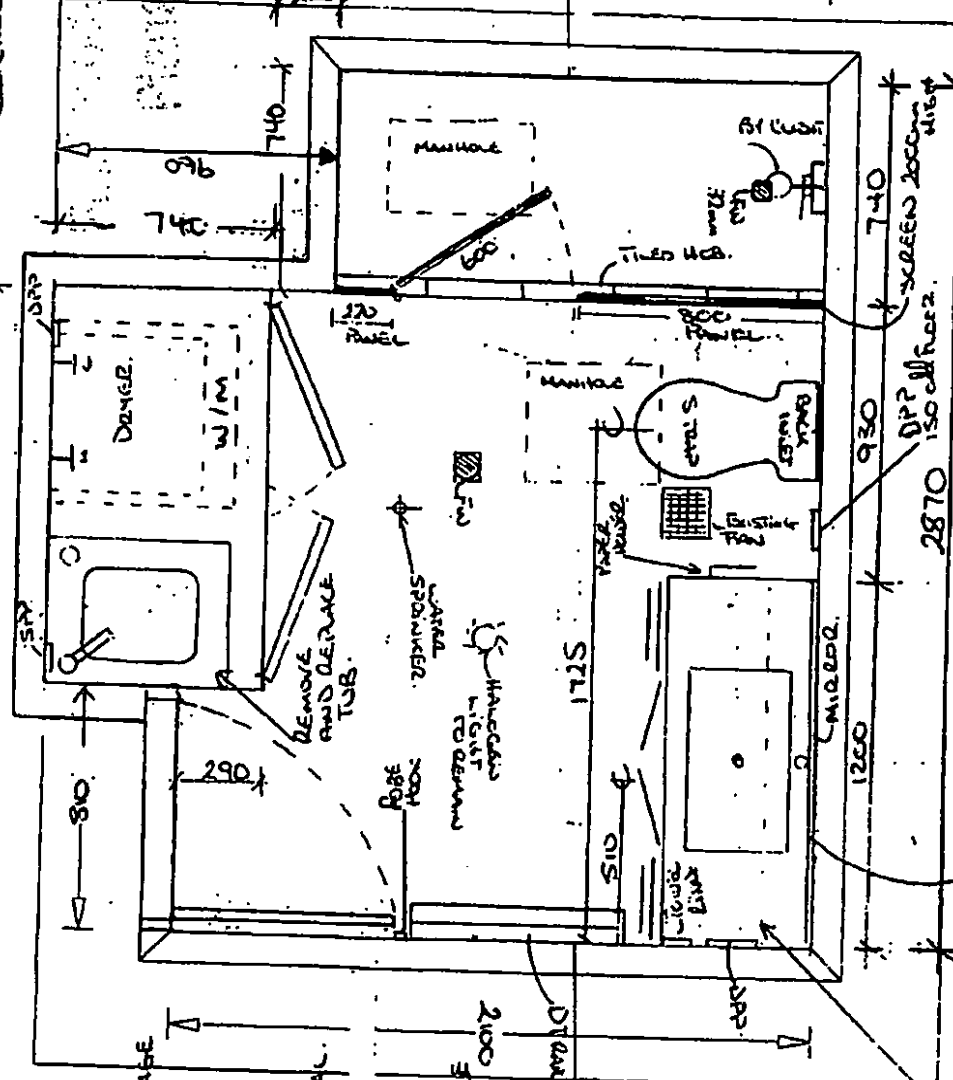
CUSTOMER APPROVAL
 PLEASE SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE READ
 AND ARE AGREEING WITH THE FITOUT LAYOUT

SIGNED 13/12/20 DATE

CEILING HEIGHT
 2270mm

SHOWER ROSE
 AND MIRROR
 BY CLIENT
 FROM OVERSEAS

REMOVE AND
 REPLACE
 W/M / DRYER



ANY WORKS IN
 BATHROOM WILL BE
 AND EXTRA COST TO
 CLIENT TO STD
 WITH IS WORK,
 STUDS, FLOOR, DRAINAGE
 PLUMBING.

WALL TILES TO
 600x300
 CEILING & HORIZONTAL.

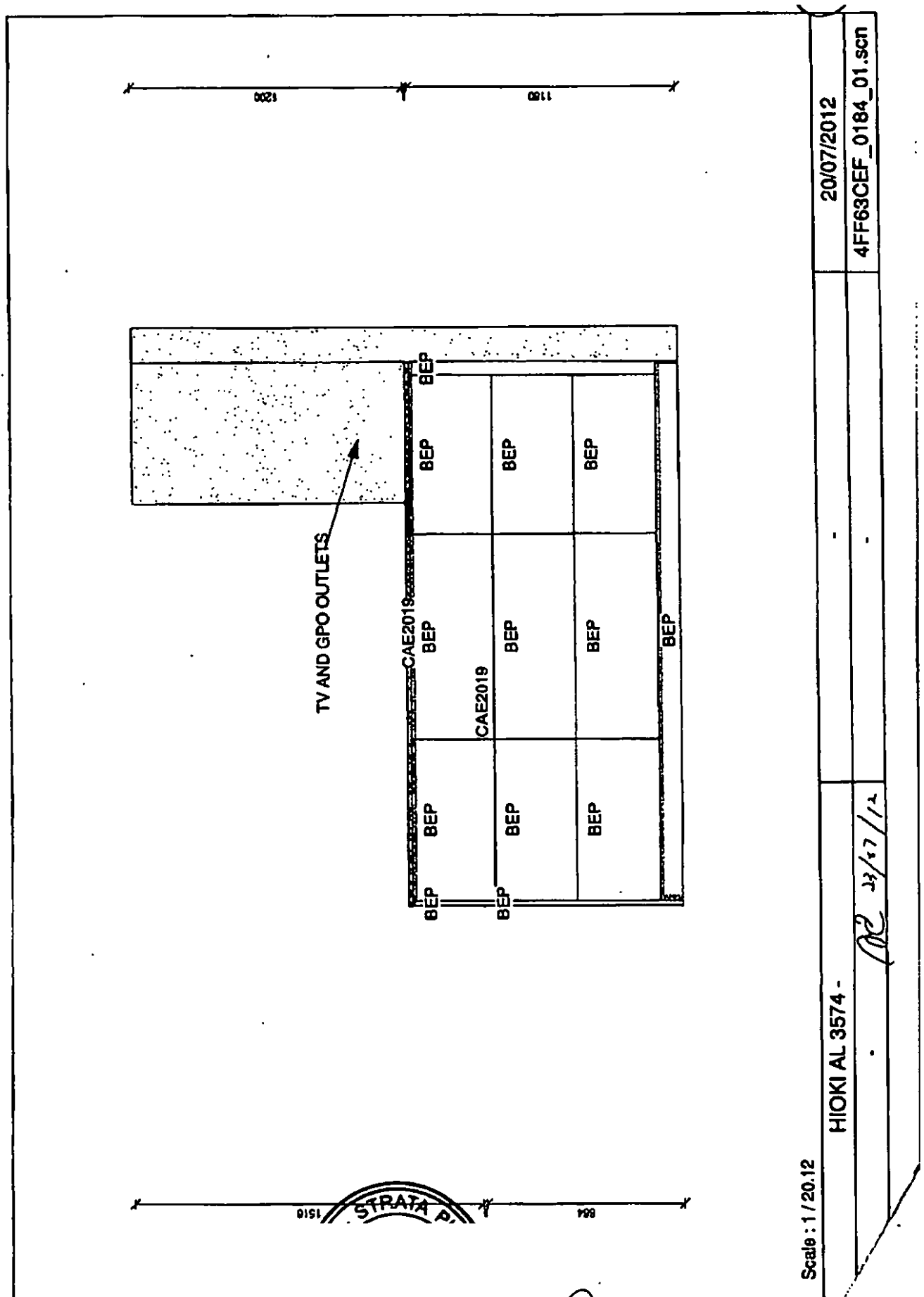
EXISTING DOORS
 TO BROOM, LAUNDRY
 REMOVE AND REPLACE

REMOVE AND
 REPLACE
 LAUNDRY TUB
 AND TERMINATE
 WALL TAP TO
 TUB AND FIT
 MIXER.

REMOVE FLEWER
 LIGHT AND
 DISCONNECT.

10mm
 GLASS
 150
 HOB
 FINISH
 TO
 SIZE

EXISTING TOILET SETOUT 1250



Harvey Norman

DESIGN & RENOVATIONS

ANY UNFORESEEN IN BATHROOM WILL BE AND AREA COST TO CLIENT TO END WORK IS 3500, 3500

JOB No: a13526
 CUST NAME: Niki
 ADDRESS:

PHONE:
 CITY: Pymont ZIP:

CUSTOMER APPROVAL
 PLEASE SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE READ
 AND ARE AGREEING WITH THE RETURN LAYOUT

SIGNED 12/12/20 DATE

15 R 10

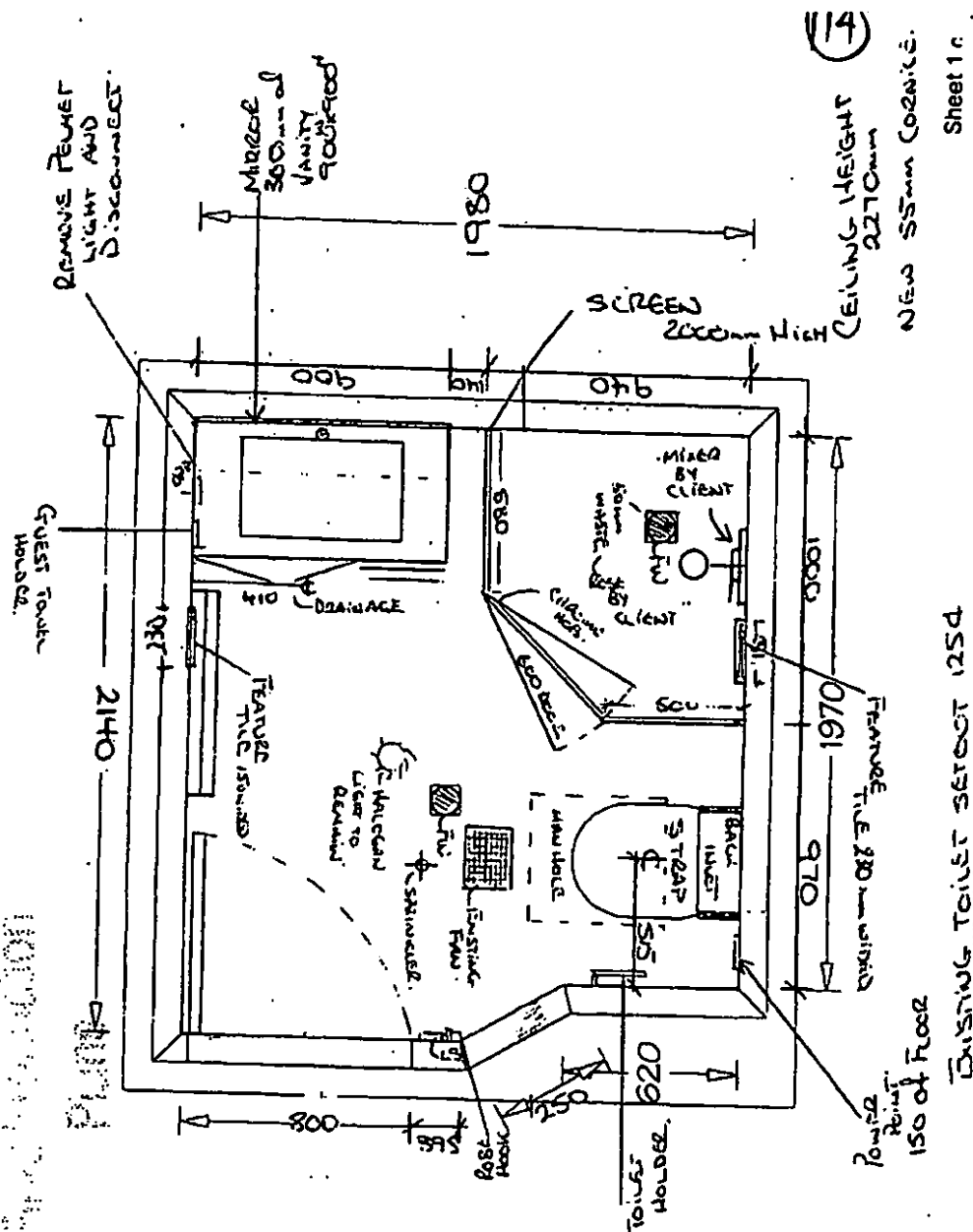
WALL TILES TO
 CEILING HORIZONTAL

EXISTING BATHROOM DOOR
 REMOVE AND REPLACE

REMOVE ROSE AND
 REPLACE BY CLIENT

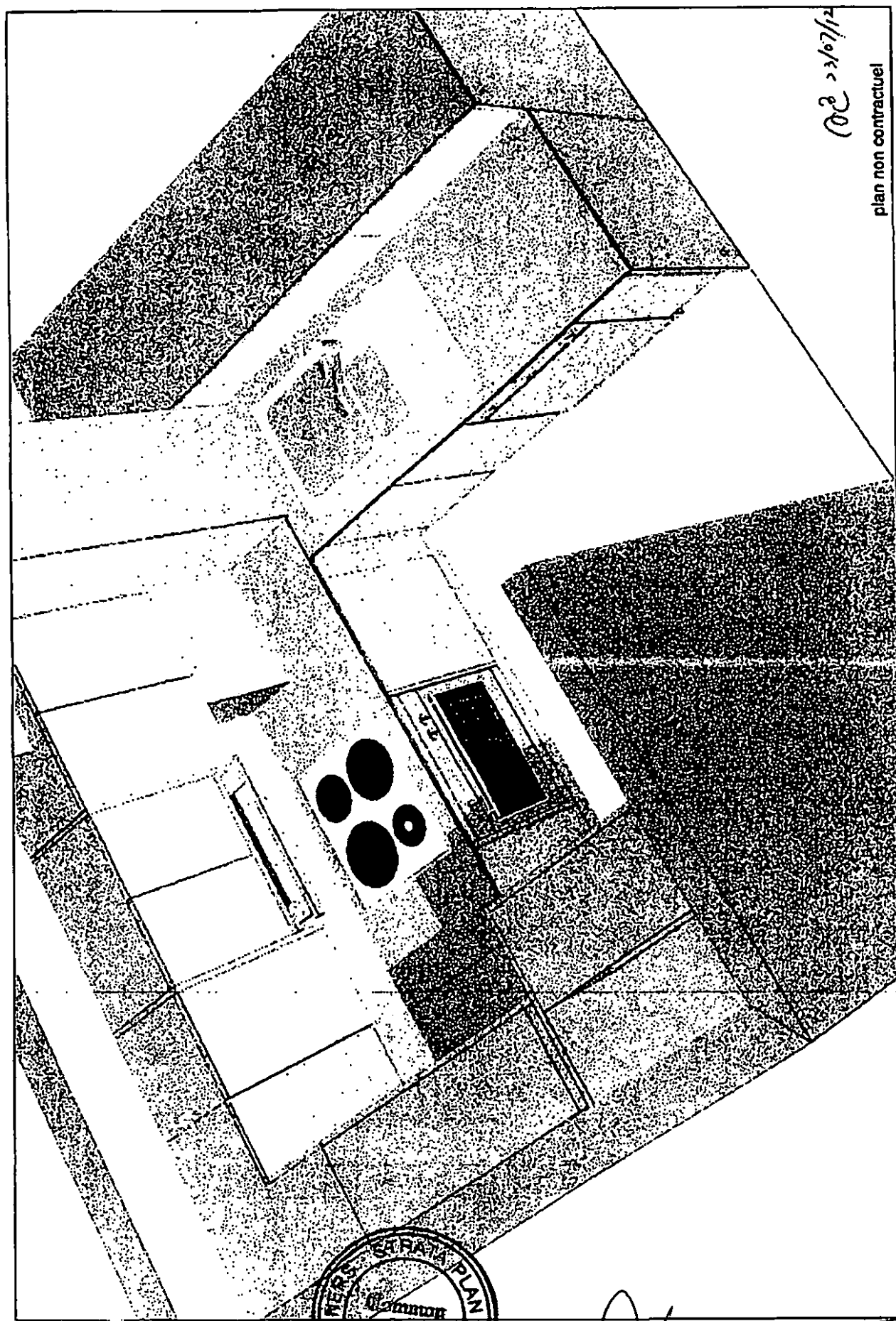


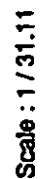
[Handwritten signature]



EXISTING TOILET SETOUT 1254

Sheet 1 of 1



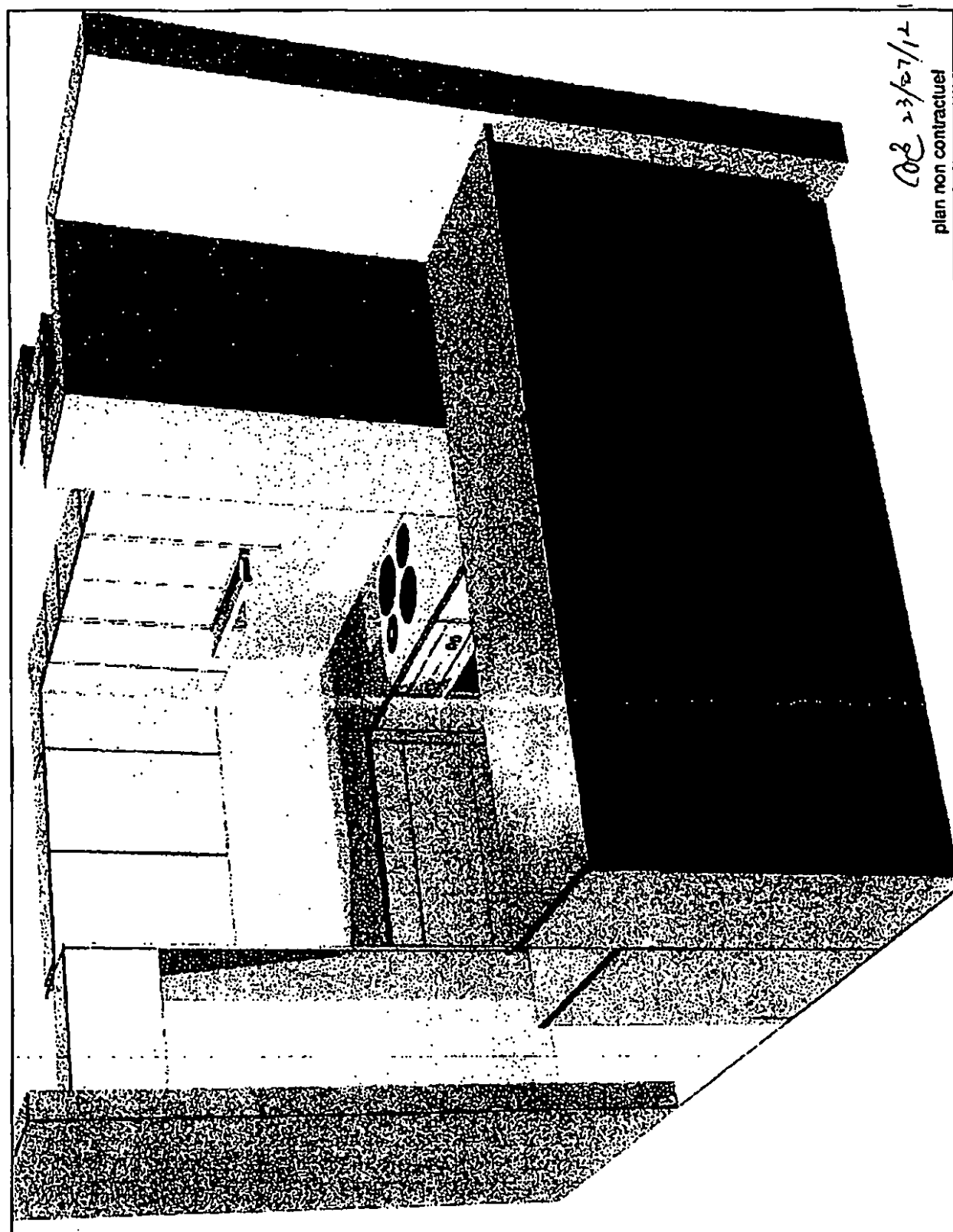


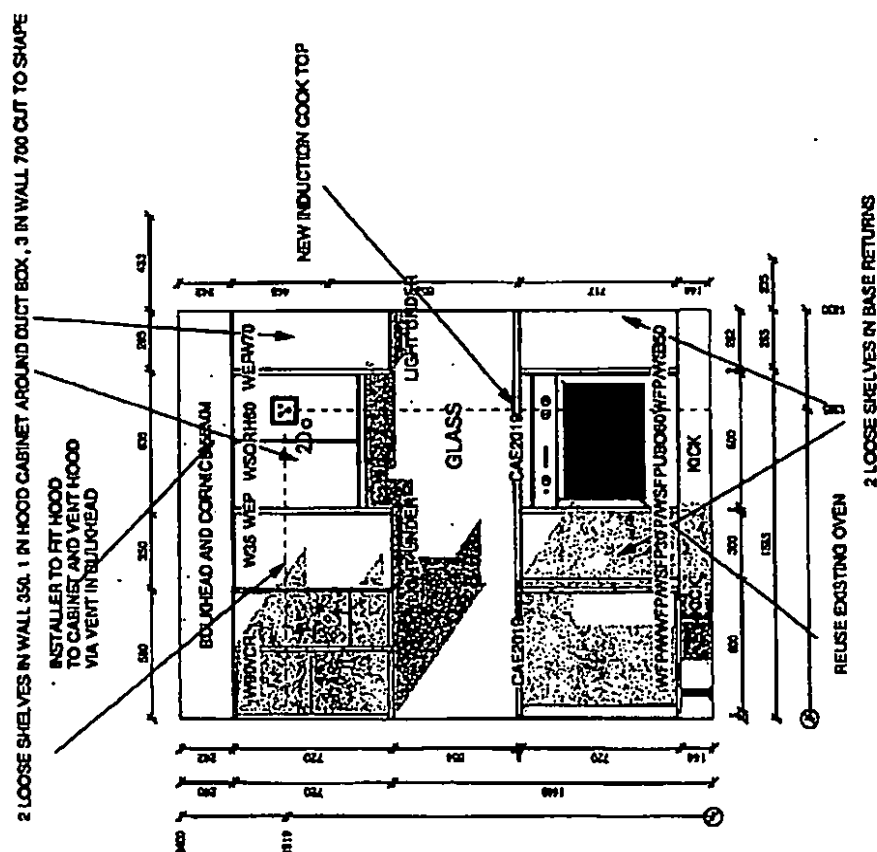
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23/07/12

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Special By-Law 52 Lot 1 improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below and in the drawings prepared by Renovation Boys, attached to this by-law and marked "**Annexure A**":
 - (a) Renovating the main bathroom of the lot including:
 - (i) tiling and waterproofing of floors and walls;
 - (ii) installation of new bathroom fixtures such as bathroom tub with screen, toilet, vanity, towel rack and laundry sink;
 - (iii) plumbing works including installing mixers, centre bath mixer & spout on bath's length, raising shower outlet to fit new fixed shower arm and connecting the new washing machine;
 - (iv) electrical work including removal of the existing wall light, moving vanity power point and installing down lighting.
 - (b) Renovating the ensuite bathroom of the lot including:
 - (i) tiling and waterproofing of floors and walls;
 - (ii) installation of bathroom fixtures such as toilet, shower screen, vanity and towel rack;
 - (iii) plumbing works including installing mixers and raising of the shower head inlet to 2150mm to suit fixed wall arm;
 - (iv) electrical work including removal of the existing wall light, moving vanity power point and installing down lighting.
 - (c) Tiling over the existing tiled floors within the kitchen, dining, lounge room and hallway area of the lot (excluding the bedrooms of the lot).
4. The Owner must ensure that any Improvements that can be seen from the outside of the scheme are in a construction and colour scheme that matches the overall appearance of the building.
5. The Owners Corporation acknowledges that the Owner shall be undertaking other aesthetic works that do not affect common property and do not require the consent of the Owners Corporation.
6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

1 Conditions

1.1 Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
9. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.

10. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

1.2 Carrying out the Improvements

11. In carrying out the Improvements, the Owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements
12. The Owner must ensure that the Improvements shall be done:
- (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

1.3 After completing the Improvements

13. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:
- (a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and
 - (b) any other document reasonably required by the Owners Corporation.

2 Repair and Maintenance

14. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
15. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

3 Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against:
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;

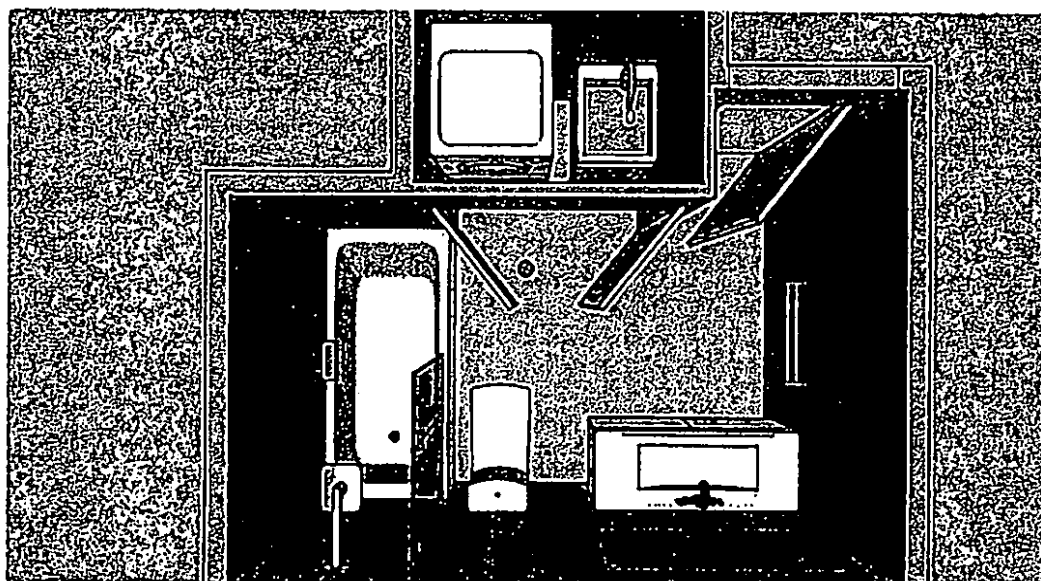
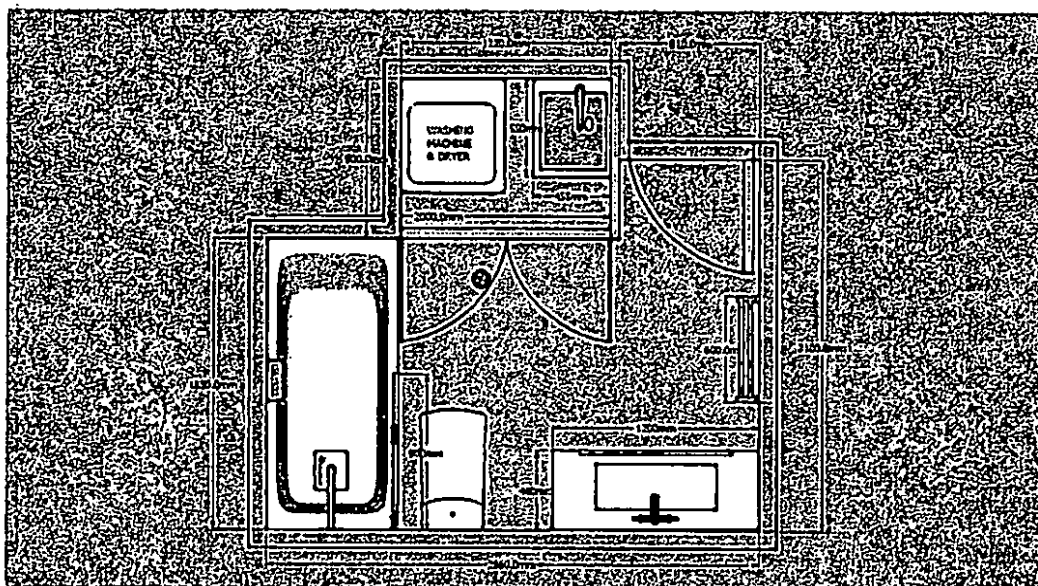
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
 - (d) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.
17. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
18. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

4 Breach of By-law

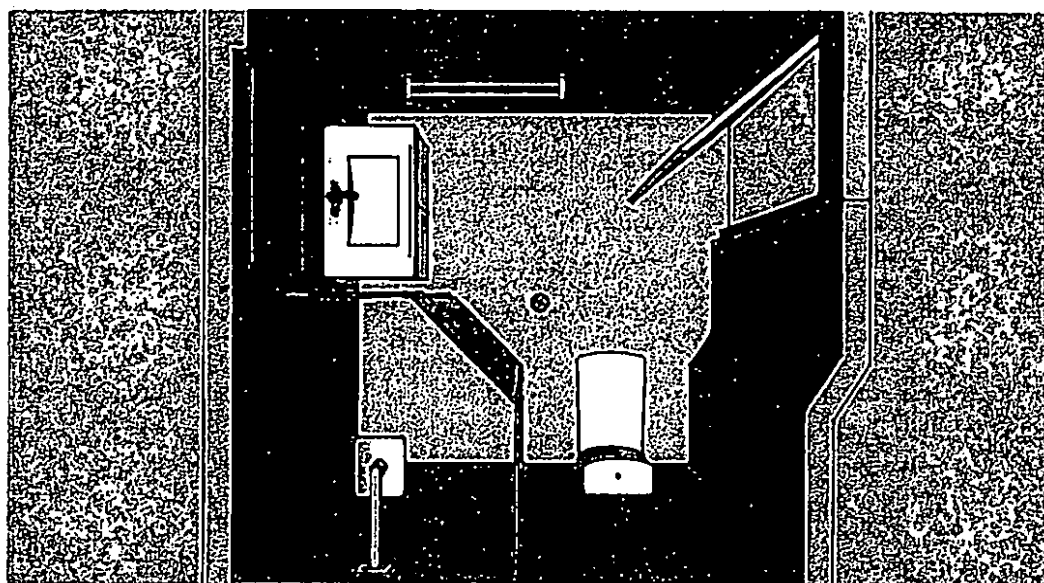
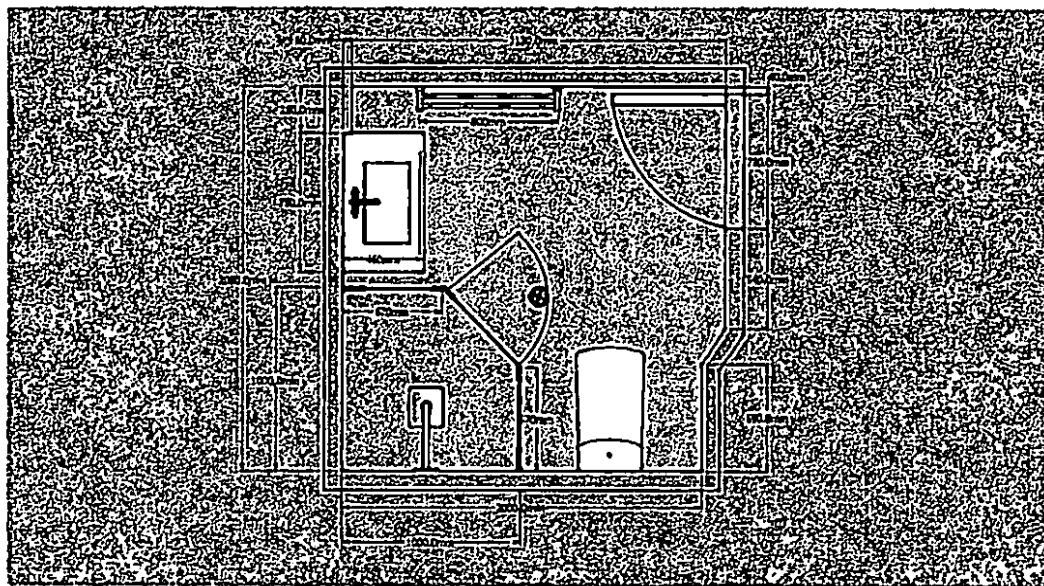
19. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
20. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.
21. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

Annexure A

Main Bathroom Plans



Ensuite Bathroom Plans



Register: Section 120 of the Home Building Act 1989
(<https://www.licence.nsw.gov.au/LicenceCheck/>)

Licence Classes

1. Kitchen Bathroom Laundry Renovator

Status:Current; Start Date: 26/02/2010 ; End Date: 25/02/2013

1. VINCENT MESSINA

Licence No.:159921C; Status: Current; Start Date: 26/02/2010

Cancellations / Suspensions

There are no cancellations/suspensions for this licence.

Disciplinary Actions

There are no disciplinary actions for this licence.

Outstanding Tribunal (CTTT) Orders

There are no outstanding tribunal orders for this licence.

Prosecutions

There are no prosecutions for this licence.

Infringement Notices

There are no infringement notices for this licence.

Other Details

Number of Insurance Claims paid: 0

External Insurance Claim figures were supplied by the providers of insurance approved by Minister of Fair Trading

Number of Statutory Insurance Claims paid: 0

Statutory Insurance Claim are approved by the Building Services Corporation/Office of Fair Trading under Comprehensive/Special Insurance Schemes prescribed by the Home Building Act 1989.

Number of Public Warnings issued 0

Special By-Law 53 Renovations (Lot 70)

1 Definitions

In this by-law:

"lot" means lot 70 in Strata Plan No. 49259;

"owner" means the owner of the lot;

"Specification" means the document entitled "Scope of Renovation" attached to this by-law; and

"renovations" means the alterations and upgrades made to the two bathrooms of the lot.

2 Renovations authorization

The owners corporation authorizes the renovations and upgrades to be made to the two bathrooms of the lot upon and subject to the conditions set out in this by-law.

3 The conditions

3.1 Before the Renovations

(a) Planning Approvals and Certificates to be Given to Owners Corporation

Before commencing the renovations, the owner must (if required by law):

- (i) obtain development consent for the renovations from City of Sydney Council under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the development consent including all conditions of consent; and
- (ii) obtain a construction certificate for the renovations under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the renovations to commence and give the owners corporation a complete copy of any such documents or certificates.

(b) Contracts & insurance Certificates to be Given to Owners Corporation

Before commencing the renovations, the owner must:

- (i) give the owners corporation a copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation; and
- (ii) give the owners corporation a copy of the certificate of currency for any policy of home warranty insurance of the principal contractor to be engaged on the renovations that is required for the renovations under the Home Building Act 1989.

(c) Costs of this By-Law

The owner must pay all of the reasonable costs of the owners corporation incurred in connection with the passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by law until such time as those costs are paid by the owner.

3.2 During the Renovations

(a) Quality of the renovations

The renovations must be carried out in a proper and workmanlike manner utilizing only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged in the renovations must be appropriately licensed under the Home Building Act 1989.

(c) Time for Completion of the Renovations

The owner must ensure that the renovations are done with due diligence and within a reasonable time from the date of commencement.

(d) Specifications for the Renovations

The owner must ensure that the renovations are carried out and completed subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the renovations must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict, the Building Code of Australia shall be applied.

(e) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the renovations and that the renovations do not create any unreasonable noise that

is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(f) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(g) Debris

The owner must ensure that any debris is removed from the lot daily and strictly in accordance with any reasonable directions given by the owners corporation.

(h) Storage of Building materials on Common Areas

The owner must make sure that no building materials are stored on the common property.

(i) Protection of Building

The owner must protect the common property that is affected by the renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.

(j) Daily Cleaning

The owner must clean any part of the common property affected by the renovations on a daily basis and keep all of that common property clean, neat and tidy during the renovations.

(k) Times for the Renovations

The owner must ensure that the renovations are only carried out during the hours permitted by the Councillor, if City of Sydney Council does not prescribe any such hours, between the hours of 8:00am - 5:00pm on Monday - Friday and not on weekends or public holidays.

(l) Times for Operation of Noisy Equipment

The owner must make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10:00am - 3:00pm.

(m) Floor Coverings

The owner must ensure that all floor coverings installed during the renovation 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 lot. This clause does not apply to any floor coverings installed in a kitchen, laundry, lavatory or bathroom.

3.3 After the Renovations

(a) Restoration of Common Property

Immediately upon completion of the renovations, the owner must restore all other parts of the common property affected by the renovations as nearly as possible to the state they were in immediately before the renovations.

(b) Planning Certificates

After the renovations, the owner must (if required by law) obtain and give the owners corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of the lot (for example, any necessary compliance certificate or occupation certificate).

(c) Access for Owner

The owners corporation must give the owner reasonable access through the common property of the building for the owner and the owner's contractors and all their reasonable tools and machinery for the purpose of carrying out the renovations and meeting any requirement imposed on the owner by this by-law.

3.4 Enduring Obligations

(a) Maintenance of the Renovations

The owner must, at the owner's expense, properly maintain the renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the renovations.

(b) Maintenance of the Common Property

The owner must, at the owner's expense, properly maintain the common property that will be altered or added to by the renovations and occupied by the renovations and keep that common property in a state of good-and serviceable repair and when necessary renew or replace any fixtures of fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's expense, make good any damage to the common property caused as a result of the renovations no matter when such damage may become evident.

(d) Indemnity

The owner will 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.

(e) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations.

4 Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- (i) rectify any such breach;
- (ii) enter on any part of the building including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying any such breach; and
- (iii) recover as a debt due from the owner the costs for the rectification together with the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporations a consequence of a breach of this by-law.

Scope of Renovation

A. Renovation of Main Bathroom of the Lot

The following works will be carried out:

1. Tiling and waterproofing of the floor and walls;
2. Plumbing including installing mixers, centre bath mixer and spout on bath's length, raising shower outlet to fit new fixed shower arm;
3. Electrical work including removal of the existing wall light and installation of down lights, light switch and one power point.
4. Installation of all the fixture of the bathroom including bathtub, shower screen, toilet, basin, vanity, mirror, towel rail, toilet roll holder and soap dish.

The relevant floor plan of the main bathroom is specified in Annexure "A".

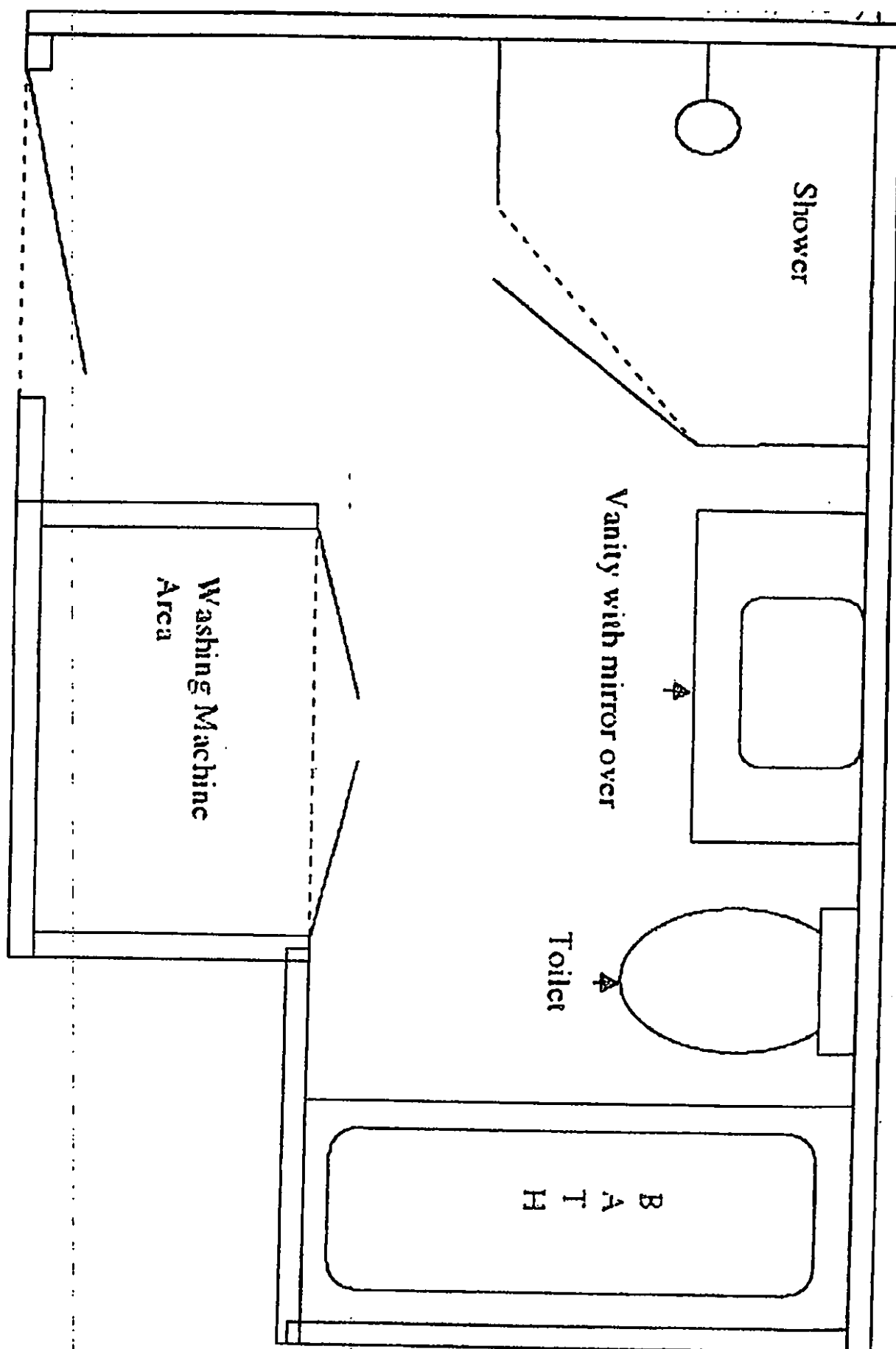
B. Renovation of the Ensuite Bathroom of the Lot

The following works will be carried out:

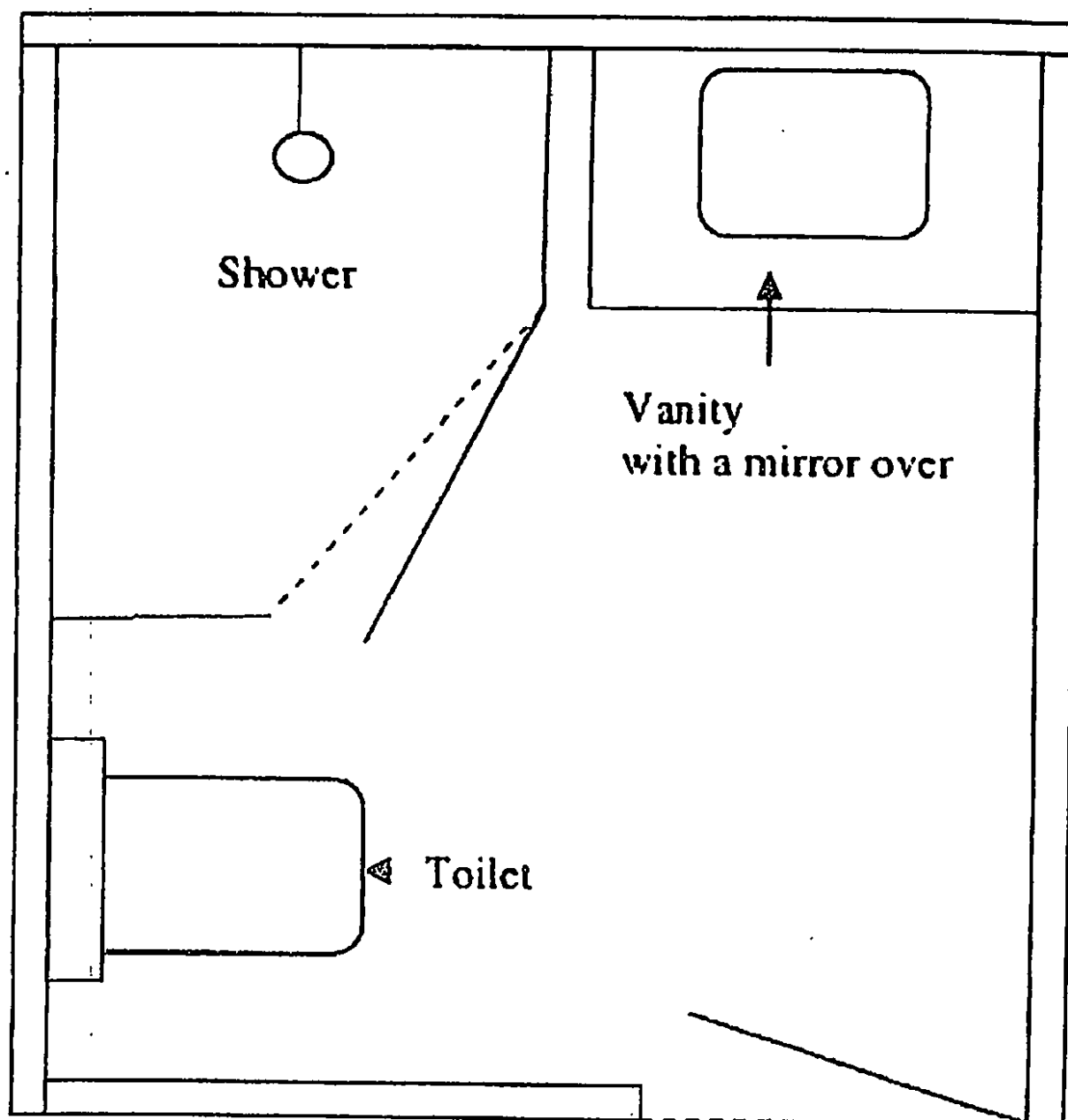
1. Tiling and water proofing of the floor and walls;
2. Plumbing including installing mixers and raising shower outlet to fit new fixed shower arm/hand held shower;
3. Electrical work including removal of the existing wall light and installation of down lights, light switch and power point.
4. Installation of all the fixture of the bathroom including shower screen, toilet, basin, vanity, mirror, towel rail, toilet roll holder and soap dish.

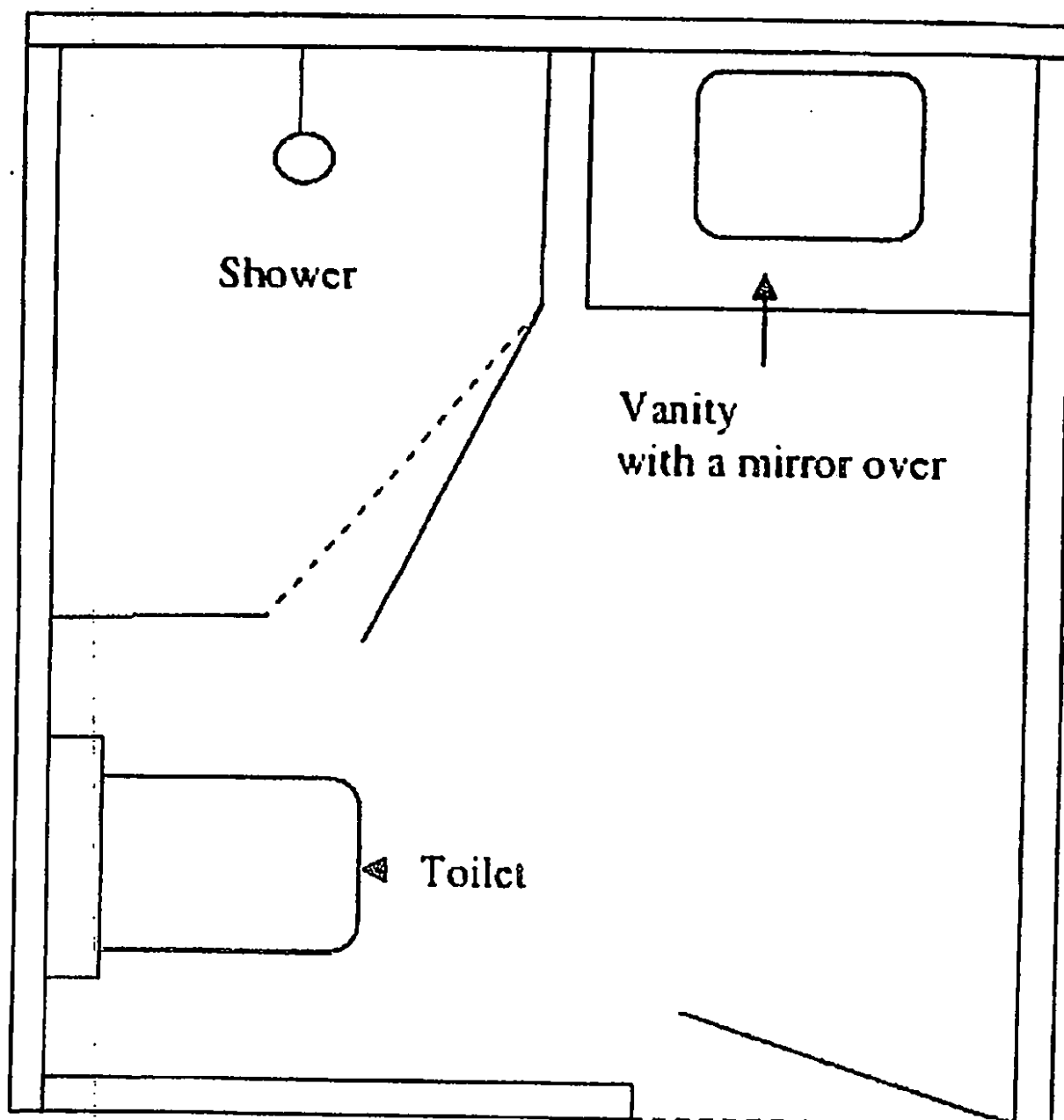
The relevant floor plan of the ensuite bathroom is specified in Annexure "B".

Annexure A



Annexure B





Special By-Law 54 Renovations Apartment 1611 (lot 216)

1 Grant of Rights

1.1 Works

Subject to the Conditions the Owner may carry out the Works.

1.2 Exclusive use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

1.3 Functions of the owners corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

1.4 Consent

On written demand of the Owner, the Owners Corporation must provide its consent as may be required by any Authority in connection with the Works, without limitation including by affixing its seal by way of consent to any application to the relevant consent authority for development consent and a construction certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2 Conditions

2.1 Approvals and certifications

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the conduct of the Works and the use of the Exclusive Use Area;
- (b) provide a copy of any such Approvals to the Owners Corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any part of the Works, supply a copy of that Approval to the Owners Corporation before the conduct of that part of the Works; and
- (d) provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Plans and specifications

The Owner must provide a copy of any plans and specifications relating to the Works (other than any plans and specifications provided in this By-Law) to the Owners Corporation (and where those plans and specifications relate to any element of the Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of the Works is undertaken).

2.3 Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area in connection with the Works (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:

- (a) during a period where the Works are being carried out, within 24 hours of a request by the Owners Corporation (however made); or
- (b) in any event within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances).

2.4 Engineer's approval and certification

The Owner must:

- (a) before the Works are undertaken, provide the Engineer's Approval to the Owners Corporation; and
- (b) after completion of the Works, provide the Engineer's Certificate to the Owners Corporation.

2.5 Insurance

The Owner must effect and maintain the Insurance (or ensure the same is effected and maintained).

2.6 Costs

The Owner must:

- (a) before the Works are undertaken, pay the Owners Corporation's reasonable costs in connection with the making and preparation of this By-Law (including registration costs, legal costs and strata management costs);
- (b) bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works; and
- (c) bear the costs of meeting the Owner's obligations under clause 2.8 of this By-Law.

2.7 General conditions in relation to the Works

The Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and the provisions of the Scope of Works;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) be carried out in accordance with the Engineer's Approval;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (h) in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30am and Midday on a Saturday;
- (j) to the extent the Works are connected to any electrical, gas, water or other services, be connected only to such services that are separately metered to the Lot;
- (k) not cause damage to or affect the structure or support of the Property or any part of the Property otherwise than authorised under this By-Law; and
- (l) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

2.8 Cleanliness, protection and rectification

The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by the Works;
- (b) ensure any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works; and
- (c) put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this By-Law.

2.9 Ongoing maintenance

The Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must put effect to the Maintenance Works subject to and in accordance with the Conditions as if those Maintenance Works were also Works the subject of this By-Law;
- (c) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law including any applicable law or Approval; and
- (d) must on the reasonable request of the Owners Corporation put effect to and complete the Relocation Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property and do so subject to and in accordance with the Conditions as if those Relocation Works were also Works the subject of this By-Law.

2.10 Alteration of building affecting lot boundary

The Owner must comply with any obligation it may have under section 14 of the Strata Schemes (Freehold Development) Act 1973.

2.11 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation (except such negligence giving rise to Occupier's Liability).

2.12 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.13 Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

2.14 Ownership of the works

The Works remain the property of the Owner.

2.15 Principal contractor

If any of the works under this By-Law are involved in a "construction project" within the meaning of clause 292 of the Work Health and Safety Regulation 2011 ("WHSR"):

- (a) The Owner acknowledges and agrees that the Owner is the person that commissions that construction project within the meaning of clause 293 of the WHSR and not the Owners Corporation.

- (b) The Owner must engage another person to have management or control of the workplace the subject of that construction project who is appropriately experienced and qualified to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace the subject of that construction project and to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR.
- (c) Subject to compliance by the Owner with this clause 2.15, the Owners Corporation authorises that principal contractor to make such reasonable and necessary use of the Common Property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time.

3 Works

3.1 Definition of Works

"Works" means building works and related products and services to be done and supplied in relation to the Lot and related Common Property as set out in the Scope of Works.

3.2 Definition of Rectification Works

"Rectification Works" means the building works and related products and services required to be done and supplied in connection with the rectification or reinstatement of any damage to the Property caused by the Works and any previous Rectification Works (except damage authorised by this By-Law).

3.3 Definition of Relocation Works

"Relocation Works" means the building works and related products and services required to be done and supplied in connection with the removal, relocation and reinstatement of the Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property.

3.4 Definition of Maintenance Works

"Maintenance Works" means the building works and related products and services required to be done and supplied in connection with the keeping of the Works (and any previous Maintenance Works or Rectification Works) in a state of good and serviceable repair and the renewal and replacement of any fixtures or fittings comprised in those works.

3.5 Reference to works includes certain other matters

In this clause 3 a reference to building works and related products and services includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those works and related products and services being done and supplied.

4 Definitions and Interpretation

4.1 Interpretation

In this By-Law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;

- (d) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (h) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

4.2 Conflict

- (a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Application of the Civil Liability Act 2002

- (a) The Owner acknowledges and agrees that:
 - (i) this By-Law makes express provision for their rights, obligations and liabilities under this By-Law with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision of this By-Law that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

4.4 Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Work or the Property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval), to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment, Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Work or the Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principle certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

- (d) an authorised fire officer within the meaning of section 1212C of the Environmental Planning and Assessment Act 1979;

Common Property means the common property in the Strata Plan;

Conditions means the provisions of clause 2;

Engineer's Approval means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this By-Law);

Engineer's Certificate means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works were carried out in accordance with the Engineer's Approval;

Exclusive Use Area means:

- (a) those parts of the Common Property which are occupied by the Works (once complete); and
- (b) any part of the Common Property that is, as a result of the Works effecting an alteration to the effective physical boundaries of the premises the subject of the Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Insurance means:

- (a) any insurance required by law in connection with the Works and the use of the Exclusive Use Area; and
- (b) contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Works to a limit of not less than \$20,000,000 per event naming the Owners Corporation as a beneficiary (and containing a cross-liability and waiver of subrogation clause preventing an action against the Owners Corporation for recovery of any amounts paid by the insurer under the insurance).

Lot means Lot 216;

Maintenance Works has the meaning given to it in clause 3;

Occupier's Liability means a liability arising at law in connection with breach of a duty of care arising at law in connection with the occupation of premises; and

Owner means the owner of a Lot, but only in relation to the Lot owned by that Owner.

Intelligent Architecture

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J458-SHEDWKS.001-MEkmj

16th August 2013

UNIT REFURBISHMENT
Unit 1611, 16th Floor
The One, 50 Murray Street
PYRMONT
for Mrs SHAW

SUMMARY SCHEDULE OF WORKS

KITCHEN

Isolate and disconnect existing services - gas, water, electricity and sewer drainage

Strip out existing Kitchen complete

Provide new Kitchen complete with

- ▶ polyurethane finished moulded panel doors, drawers and wall panels
- ▶ matching red "red absoluto" granite bench top (with full bullnosed edge)
- ▶ matching red "red absoluto" granite splash backs
- ▶ brushed aluminium kick boards
- ▶ new Miele appliances, including
 - ▶ gas cook top
 - ▶ range hood
 - ▶ electric wall oven
 - ▶ microwave oven
 - ▶ dish washer
- ▶ open up ceiling and connect range-hood exhaust to building services
- ▶ Franke 1½ bowl sink and new chrome mixer tap
- ▶ tea-towel hanging space under sink
- ▶ garbage receptacle under sink
- ▶ GE 1000mm double door refrigerator with ice-maker
- ▶ walk-in pantry with adjustable shelving
- ▶ lift-up overhead cupboards above benchtops
- ▶ additional SS power points above bench and for all appliances
- ▶ 5 x new LED low voltage down-lights
- ▶ LED strip lighting under overhead cupboards
- ▶ adjust line of ceiling set-down and bulkhead over kitchen to suit new layout

EXTERIOR BALCONY

- ▶ Remove existing outdoor floor tiles and skirting tiles
- ▶ check condition of mortar bed and membrane
- ▶ make good water-proof membrane
- ▶ provide and lay new selected floor tiles and skirting tiles
- ▶ re-paint exterior wall surfaces

MAIN BATHROOM

- ▶ Remove existing toilet suite
- ▶ New duo-flush toilet suite with soft-close seat
- ▶ new chrome hand-mixer and tabo washer
- ▶ New chrome toilet roll holder

SHAW
Darling Harbour

INTELLIGENT ARCHITECTURE

August, 2013
Page 1 of 4

ENSUITE BATHROOM

- ▶ Remove existing bath and taps
- ▶ Remove existing single vanity and taps
- ▶ Remove existing toilet suite
- ▶ Remove frame-less glass shower screen and retain for re-use
- ▶ Open up floor and remove floor tiles
- ▶ New waterproof membrane
- ▶ Open up floor tiles and make good to match granite floor tiles and fall to floor waste
- ▶ Make good wall tiles and dado pattern tile to match existing
- ▶ Refit frame-less glass shower screen
- ▶ New double vanity with white china basins, matching red "absoluto" granite benchtop (with full bullnosed edge), and new chrome mixer taps
- ▶ New duo-flush toilet suite with soft-close seat
- ▶ new chrome hand-mixer and tap washer
- ▶ New chrome toilet roll holder
- ▶ soap and shampoo baskets
- ▶ chrome towel rails

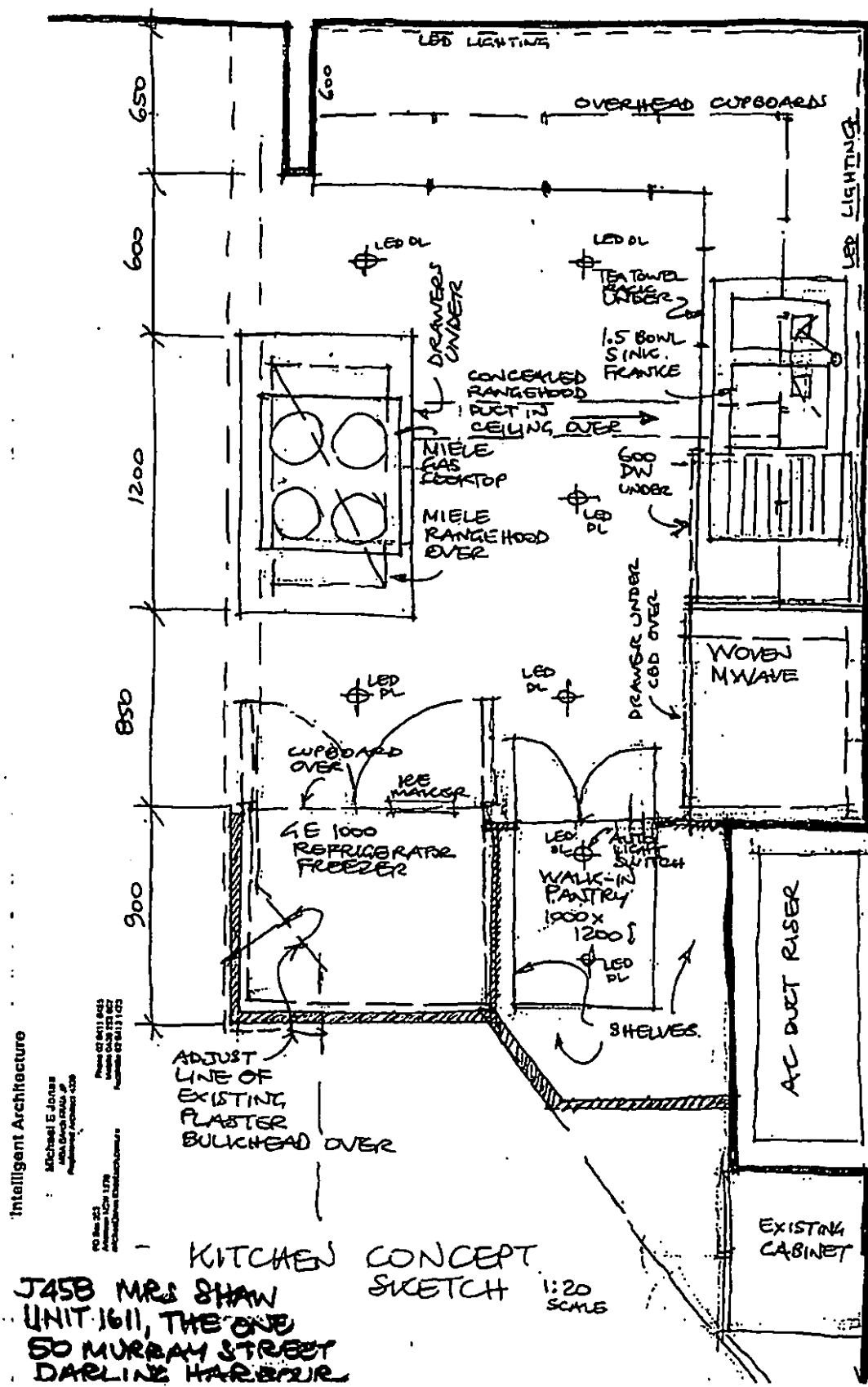
STUDY

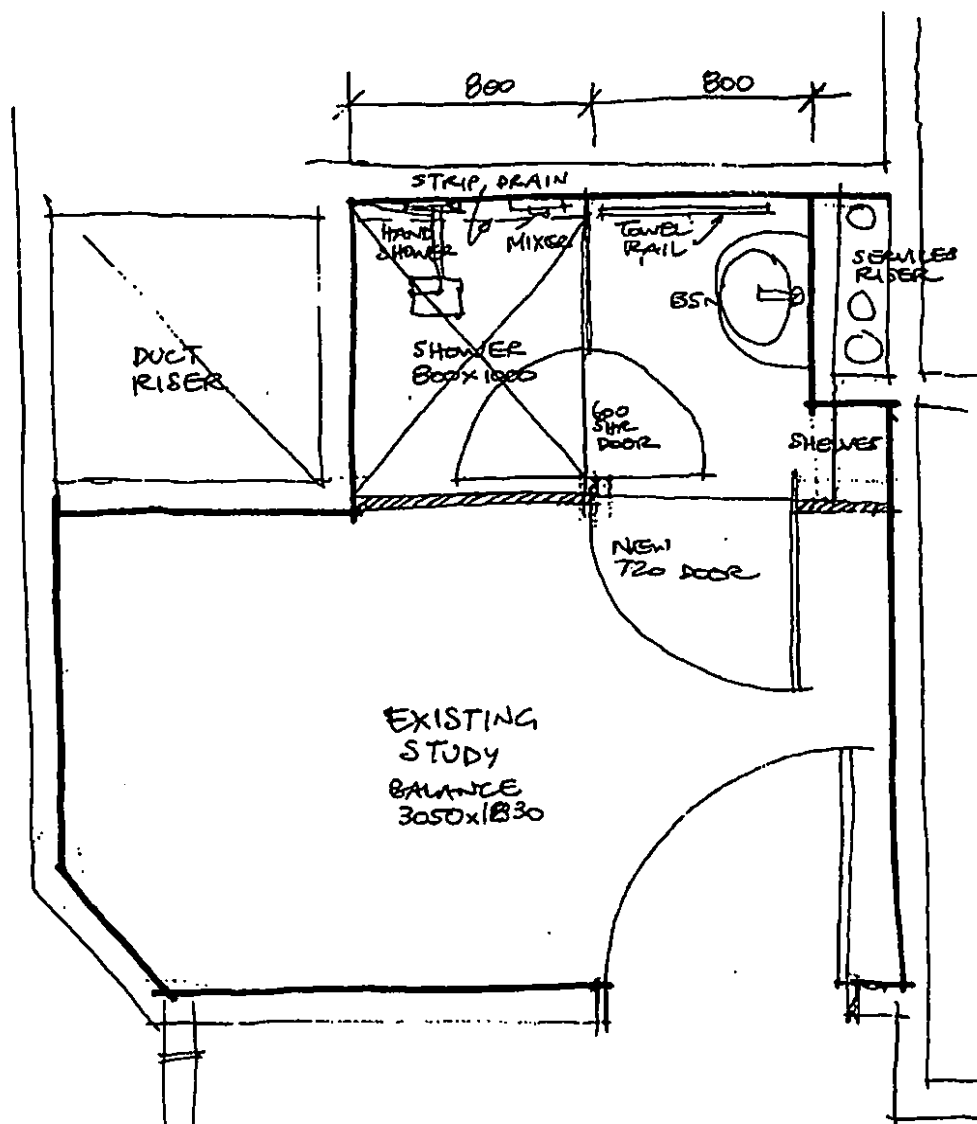
- ▶ new shower in recessed area, complete with SS strip drain
- ▶ New waterproof membrane
- ▶ New wall tiles and granite tiled floor to match Bathrooms
- ▶ pedestal hand-basin with mixer tap
- ▶ frame-less glass shower screen and door
- ▶ recessed chrome mixer tap
- ▶ hand-shower and hose
- ▶ soap and shampoo baskets
- ▶ chrome towel rail
- ▶ glass shelves
- ▶ mirror and cabinet over basin
- ▶ new light fitting to shower area
- ▶ new exhaust fan to shower area - switched with light

TO OTHER AREAS THROUGHOUT

- ▶ replace existing cornices to Living Room, 2 Bedrooms and Study with selected patterned cornice
- ▶ remove existing blinds to balcony doors and windows and retain for reuse
- ▶ remove all carpet
- ▶ provide and lay new "Ulura" Embleton floating timber floor throughout Living Room, Study, Hallway and the two Bedrooms - from Margaret Gleave of Choices Flooring
- ▶ power for motorised connection for all balcony window and door blinds
- ▶ Re-fit and re-use existing blinds from David Jones
- ▶ Check over all windows and door furniture and hardware for corrosion and replace as required
- ▶ repaint interior throughout

- ▶ Present Tennant lease expires in 6 months time
- ▶ Owners' Corporation permission required for refurbishment, flooring and exterior balcony refurbishment
- ▶ Kitchen and Bathroom renovations are allowable under Environment and Planning Assessment Act (Exempt and Complying Development Schedule)





J45B MRS SHAW
 UNIT 1611, THE ONE
 50 MURRAY STREET
 DARLING HARBOUR

1:20 STUDY - NEW SHOW
 SCALE

—
 12
 —

Special By-Law 55 Lot 1 Exclusive Use

1. This by-law confers on the Owner exclusive use rights and special privileges subject to the following conditions.
2. "Owner" means the owner or owners of lot 1 from time to time of strata plan 49259.
3. The exclusive use rights conferred by this by-law are the rights to exclusively use part of the common property, approximately 1.72 meters by 2.96 meters located at the front entry of Lot 1 as identified on the strata plan diagram and photographs attached to this by-law and marked "**Annexure A**".
4. For the purposes of this by-law, this part of the common property is known as the "front entry area".
5. The *special privileges* conferred by this by-law are the rights to alter and use the front entry area by making the following "Improvements":
 - (a) tiling over the existing flooring within the front entry area using a floating floor system and natural stone tiles.
6. The Owner must ensure that the Improvements are in a construction and colour scheme that matches the overall appearance of the building.
7. The Owners Corporation, under this by-law, provides its consent for the exclusive use rights and special privileges granted to the Owner.
8. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

9. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
10. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
11. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

12. When carrying out the Improvements, the Owner must:
 - (b) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (c) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (d) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (e) only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
 - (f) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (g) remove all debris resulting from making the Improvements immediately from the building;

- (h) comply with the requirements of the Owners Corporation to comply with any by-laws; and
 - (i) any relevant statutory authority concerning the performance of making the Improvements.
- 13. The Owner must ensure that the Improvements shall be done:
 - (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and local council (if relevant).
- 14. The Owner must provide access to any common property services located in the front entry area upon the reasonable request of the Owners Corporation.

Repair and Maintenance

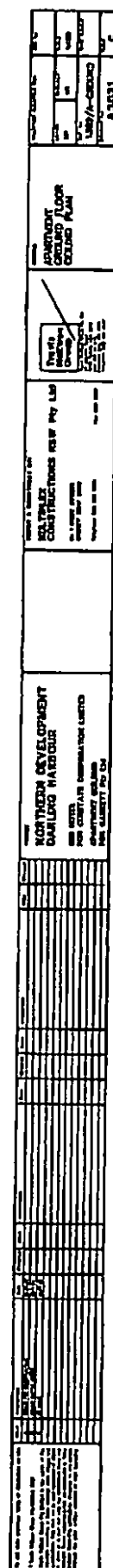
- 15. The Owner must, at the Owner's cost, properly maintain and keep the front entry area in a state of good and serviceable repair.
- 16. The Owner shall be liable for the proper maintenance and keeping the Improvements undertaken in a state of good and serviceable repair.
- 17. Where the Improvements must be replaced (or any part of them), the Owner is liable for the cost of replacement of the Improvements.

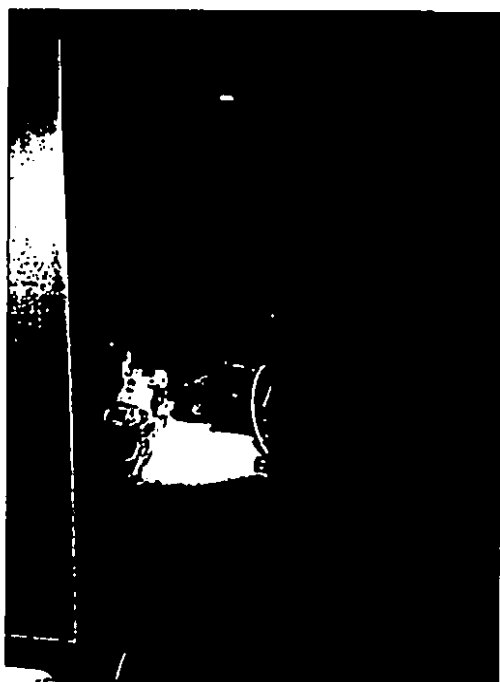
Liability and Indemnity

- 18. The Owner indemnifies the Owners Corporation against:
 - (c) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to use of the front entry area and the Improvements undertaken by the Owner under this by-law;
 - (d) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the use of the front entry area and the Improvements undertaken by the Owner under this by-law;
 - (e) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the front entry area and the Improvements undertaken by the Owner under this by-law; and
 - (f) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the front entry area and Improvements undertaken by the Owner under this by-law.
- 19. Any loss and damage suffered by the Owners Corporation as a result of using the front entry area and/or making and using the Improvements undertaken by the Owner under this by-law, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
- 20. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements undertaken by the Owner under this by-law.

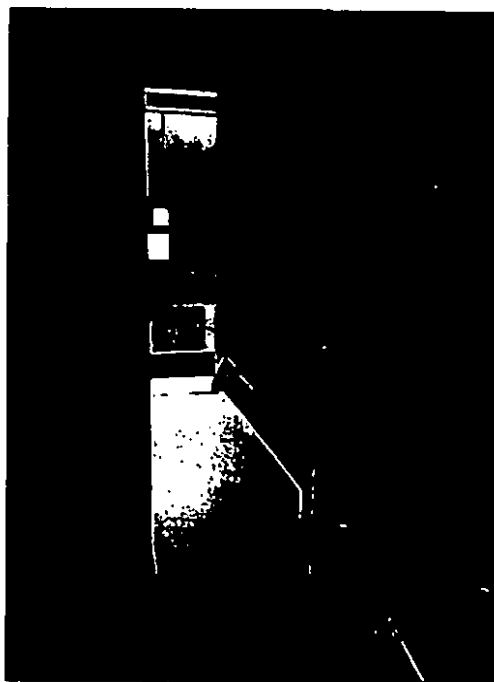
Breach of By-law

- 21. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
- 22. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

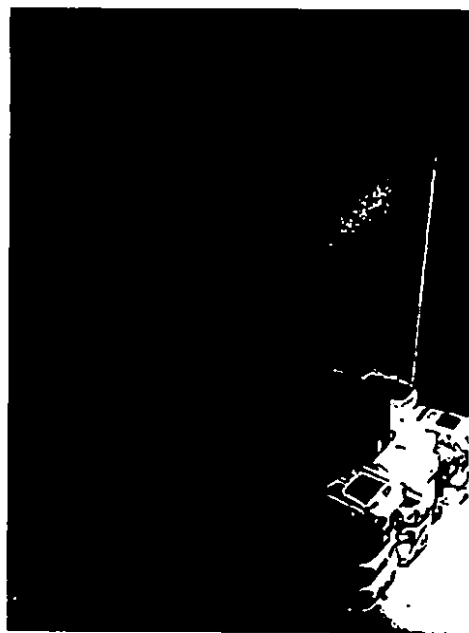




From outside looking into the front entry area



From inside the front entry area looking out



Inside front entry area facing front door of lot



Inside front entry area

Special By-Law 56 Lot 202 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below and in the drawings prepared by Stening Architects, attached to this by-law and marked "Annexure A":

Master Ensuite, Bathroom, Laundry and Powder Room

- Isolate and disconnect existing services
- Strip out including removal of existing waterproofing membrane
- Modify hydraulic and electrical services as required to suit new layout
- Core drill slab to suit modified hydraulic layout if required
- Modify ceiling to suit new lighting layout and repositioned exhaust system
- New waterproofing membrane and screed as required to floor and walls
- New stone, ceramic or glass tiles to later selection to walls and floor
- install new fittings including sanitary ware, cabinets, stone benches, shower screen, accessories, light fittings and fans to later selection

Kitchen

- Isolate and disconnect existing services
- Strip out including removal of waterproofing membrane If existing
- Modify services as required to suit new layout
- Modify ceiling to suit new lighting layout
- New waterproofing membrane and screed if required
- New stone or ceramic tiles to floor or new timber floor on acoustic insulation to BCA
- Install new fittings including cabinets, stone benches, appliances, accessories, light fittings and fans to later selection

Entry and Gallery

- Remove existing floor tiles and other fittings not required by the new work
- Modify electrical services as required to suit new layout
- Lay new timber floor over acoustic insulation to BCA or new ceramic or stone tiles to floor
- Adjust fire rated entry door to suit the new internal floor level if required
- Repaint ceiling, walls and woodwork
- Install new fittings Including, light fittings and accessories to later selection

Library, Dining and Living Areas

- Remove existing carpet, floor tiles, blinds and other fittings not required by the new work

- Modify electrical services as required to suit new layout
- Extend water and waste lines to suit new wet bar in living room
- Modify ceilings to suit concealed lighting and new layout and new sliding door
- Lay new timber floor over acoustic insulation to BCA or lay new carpet
- Repaint ceiling, walls and woodwork
- Install new fittings Including, light fittings and accessories to later selection

Study, Bedroom 2, Bedroom 3 and Bedroom Corridors

- Remove existing carpet, blinds and other fittings not required by the new work
- Modify electrical services as required to suit new layout
- Repaint ceiling, walls and woodwork
- Install new fittings and fitments including carpet, cabinets, blinds and curtains. accessories, light fittings and fans to later selection

Master Bedroom and Parents Retreat (future dressing room)

- Demolish the existing wardrobes including the walls between the bedroom and wardrobes
- Remove existing carpet, blinds and other fittings not required by the new work
- Modify ceilings to suit concealed lighting and new layout
- Modify electrical services as required to suit new layout
- New timber stud walls to define new dressing room
- New doorway and dressing room
- Repaint ceiling, walls and woodwork
- Install new fittings including carpet, cabinets, blinds and curtains, accessories, light fittings and fans to later selection

General works to whole apartment

- Remove existing internal doors
- Modify electrical service to Suit new layout
- install new internal doors including new door furniture and hinges
- Assess condition of all locks and latches to external doors and service, recondition or replace as necessary
- Repaint all walls, ceilings and woodwork
- Install new light fittings, fans and other electrical fittings as required
- Assess viability of existing air conditioning equipment and service, recondition or upgrade as required.

4. The Owner must ensure that any Improvements that can be seen from the outside of the scheme are in a construction and colour scheme that matches the overall appearance of the building.

5. The Owners Corporation acknowledges that the Owner shall be undertaking other aesthetic works that do not affect common property and do not require the consent of the Owners Corporation.
6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

1 Conditions

Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
9. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
10. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

11. In carrying out the Improvements, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.
12. The Owner must ensure that the Improvements shall be done:
 - (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

After completing the Improvements

13. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:
 - (h) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and
 - (i) any other document reasonably required by the Owners Corporation.

2 Repair and Maintenance

14. The Owner must, at the Owner's cost:
 - (a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
15. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

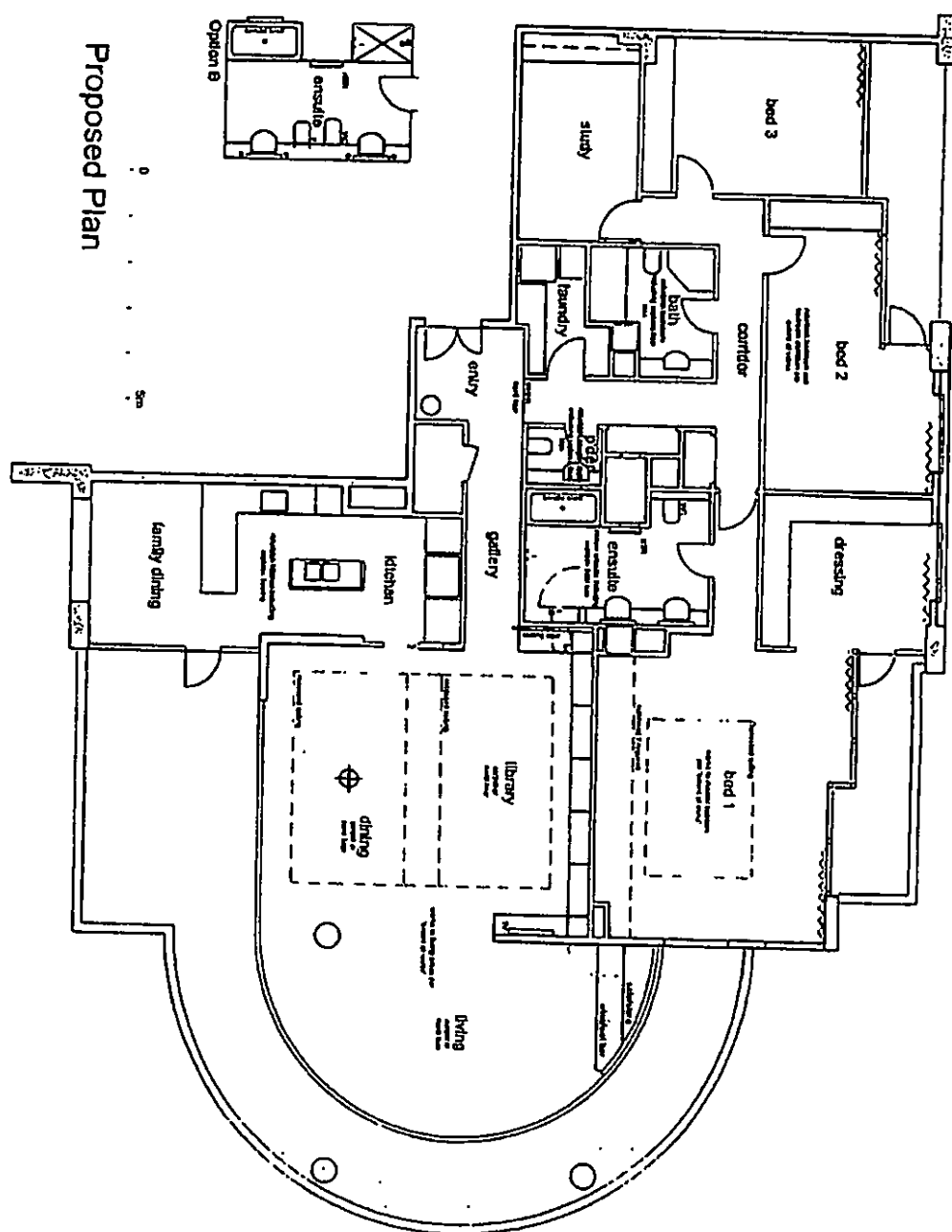
3 Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against:
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
 - (d) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.
17. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
18. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

4 Breach of By-law

19. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
20. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.
21. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

Annexure A



Special By-Law 57 Lot 144 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The **special privileges** conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property subject to the terms and conditions contained in this by-law.
3. "Owner" means the owner or owners of lot 144 from time to time of strata plan no. 49259.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below:
 - (a) replacing the existing carpet flooring in the kitchen, lounge room and hallway areas of the lot with porcelain tiles approximately 600mm by 600mm, including installation of Vibramat Rubber Composite Acoustic Underlay;
 - (b) replacing three damaged tiles in the laundry area of the lot;
 - (c) removing the current kitchen splashback tiling and replacing it with a glass splashback; and
 - (d) undertaking plumbing works within the kitchen area of the lot to move the sink drain approximately 600mm to the left of the current location (may require chipping of the floor to allow drainage, otherwise will use under space of new kitchen cupboards installed).
5. The Owners Corporation acknowledges that the Owner may have undertaken other aesthetic works, such as painting and replacement of cabinetry, fixtures and fittings, which do not affect common property and do not require the consent of the Owners Corporation.
6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

1 Conditions

1.1 Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
9. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
10. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.

1.2 Carrying out the Improvements

11. When carrying out the Improvements, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;

- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Improvements.
12. The Owner must ensure that the Improvements shall be done:
- (a) in a proper and workmanlike manner and by duly licensed and insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- 1.3 After completing the Improvements**
13. The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Improvements.

2 Repair and Maintenance

14. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property that has been altered and to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
15. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

3 Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against:
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
 - (d) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.
17. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
18. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

4 Breach of By-law

19. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
20. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

Special By-Law 58 Storage Cages

1 Grant of Rights

1.1 Exclusive use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

1.2 Functions of the owners corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

2 Conditions

2.1 Limitations on use

The Owner:

- (a) must only use the Exclusive Use Area for storage of ordinary household goods and personal effects and must not use the Exclusive Use Area for storage of any dangerous, toxic, poisonous or illegal thing, including without limitation any flammable liquid or gas, explosives or firearms, or any perishable item or other thing which increases the risk of vermin or other pests being in or on the Property;
- (b) must not use the Exclusive Use Area for any commercial purpose (except as provided in clause 2.1(d) of this By-Law);
- (c) must not permit any other person to use the Exclusive Use Area (except as provided in clause 2.1(d) of this By-Law);
- (d) may permit an occupier of the Owners lot in the Strata Scheme to also occupy the Exclusive Use Area, but must not charge a fee to that occupier for that use (except to the extent that the Exclusive Use Area may be, together with the Owner's lot, part of the premises leased by the Owner to that occupier under a residential tenancy agreement under the Residential Tenancies Act 2010, under which agreement the occupier may pay rent to the Owner); and
- (e) must not screen or conceal by any means the Exclusive Use Area or its contents.

2.2 Ongoing maintenance

The Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must put effect to the Maintenance Works subject to and in accordance with the Conditions;
- (c) must ensure that the Exclusive Use Area and the Maintenance Works are used in accordance with and continue to comply with the requirements of this By-Law including any applicable law or Approval; and
- (d) must on the reasonable request of the Owners Corporation put effect to and complete the Relocation Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property and do so subject to and in

accordance with the Conditions as if those Relocation Works were also Maintenance Works the subject of this By-Law.

2.3 Fee

The Owner must pay the Fee to the Owners Corporation in four equal instalments ("instalments"), with one instalment due and payable on each of 1 November 2014, 1 January 2015, 1 April 2015 and 1 July 2015.

An instalment, if not paid at the end of one month after it becomes due and payable, bears until paid simple interest at an annual rate of 10 per cent.

2.4 Approvals and certifications

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the use of the Exclusive Use Area;
- (b) provide a copy of any such Approvals to the Owners Corporation; and
- (c) provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.5 Access

The Owner must provide the Owners Corporation with access to the Exclusive Use Area (or if the Owner is not also the occupier of the Exclusive Use Area, the Owner must do all things within their power to procure such access) within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances).

2.6 Insurance

The Owner must effect and maintain the Insurance (or ensure the same is effected and maintained).

2.7 General conditions in relation to the Maintenance Works

The Maintenance Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) be generally in keeping with the appearance, aesthetics, quality and levels of amenity of the Property;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out With due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (h) in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;

- (j) to the extent the Maintenance Works are connected to any electrical, gas, water or other services, be connected only to such services that are separately metered to the Lot;
- (k) not cause damage to or affect the structure or support of the Property or any part of the Property; and
- (l) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

2.8 Cleanliness, protection and rectification

The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by the Maintenance Works;
- (b) ensure any part of the Property affected by the Maintenance Works is kept clean and tidy and is left clean and tidy on completion of the Maintenance Works; and
- (c) put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Maintenance Works the subject of this By-Law.

2.9 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the use of the Exclusive Use Area, or the Maintenance Works or their use, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation (except such negligence giving rise to Occupier's Liability).

2.10 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.11 Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

2.12 Ownership of works

The Maintenance Works are Common Property.

2.13 Joint maintenance obligations

Where two Exclusive Use Areas share a boundary represented by the centre-line of a cage structure, the obligations of the Owners of each such Exclusive Use Area are joint and several in respect of the whole of that part of the cage structure.

3 Works

3.1 Definition of Maintenance Works

"Maintenance Works" means the building works and related products and services required to be done and supplied in connection with the keeping of the Exclusive Use Area (and any previous Maintenance Works or Rectification Works) in a state of good and serviceable repair and the renewal and replacement of any fixtures or fittings comprised in those works.

3.2 Definition of Rectification Works

"Rectification Works" means the building works and related products and services required to be done and supplied in connection with the rectification or reinstatement of any damage to the Property caused by the Maintenance Works and any previous Rectification Works (except damage authorised by this By-Law).

3.3 Definition of Relocation Works

"Relocation Works" means the building works and related products and services required to be done and supplied in connection with the removal, relocation and reinstatement of the Maintenance Works, and anything stored in the Exclusive Use Area, to allow the Owners Corporation to effect maintenance or repairs to the Common Property.

3.4 Reference to works includes certain other matters

In this clause 3 a reference to building works and related products and services includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those Works and related products and services being done and supplied.

4 Definitions and Interpretation

4.1 Interpretation

In this By-Law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document. includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;
- (d) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (h) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

4.2 Conflict

- (a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Application of the Civil Liability Act 2002

- (a) The Owner acknowledges and agrees that:
 - (i) this By-Law makes express provision for their rights, obligations and liabilities under this By-Law with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision of this By-Law that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

4.4 Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Exclusive Use Area, the Maintenance Works or the Property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 1090 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Exclusive Use Area, the Maintenance Works or the Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principle certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Common Property means the common property in the Strata Plan;

Conditions means the provisions of clause 2;

Exclusive Use Area means, in respect of a Lot Benefitted listed in the column in the table in the Schedule marked "Lot Benefitted", the area listed as the corresponding entry in the column headed "Exclusive Use Area" as marked on the Plan, that area having as its vertical boundaries the upper surface of the floor and under side of the ceiling and as its horizontal boundaries the inner surface of any structural wall of the Property corresponding to a line on the Plan, the centre-line of any cage structure corresponding to the line on the Plan (where another cage adjoins) and the outer surface of any cage structure corresponding to a line on the Plan (where no other cage adjoins);

Fee means, in respect of a Lot Benefitted listed in the column in the table in the Schedule marked "Lot Benefitted", the amount of money determined by multiplying the number of square metres listed in the corresponding entry in the column headed "Square Metres" by the Per Square Metre Amount;

Insurance means:

- (a) any insurance required by law in connection with use of the Exclusive Use Area or the Maintenance Works; and
- (b) contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Maintenance Works to a limit of not less than \$20,000.000 per event naming the Owners Corporation as a beneficiary (and containing a cross-liability and waiver of subrogation clause preventing an action against the Owners Corporation for recovery of any amounts paid by the insurer under the insurance).

Lot Benefitted means, in respect of an Exclusive Use Area listed in the column in the table in the Schedule marked "Exclusive Use Area", the lot listed as the corresponding entry in the column headed "Lot Benefitted";

Maintenance Works has the meaning given to it in clause 3;

Occupier's Liability means a liability arising at law in connection with breach of a duty of care arising at law in connection with the occupation of premises;

Owner means:

- (a) the owner of a Lot Benefitted. but only in relation to the Lot Benefitted Owned by that Owner;
- (b) where there is more than one owner of that Lot Benefitted, means those owners jointly and severally. but only in relation to that Lot Benefitted; and
- (c) where there is more than one Lot Benefitted owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot Benefitted severally;

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Per Square Metre Amount means the amount as defined in the Schedule;

Property means the land and buildings the subject of the Strata Plan;

Rectification Works has the meaning given to it in clause 3;

Reinstatement Works has the meaning given to it in clause 3;

Relocation Works has the meaning given to it in clause 3;

Plan means the plan annexed to and forming part of this By-Law entitled "Plan Showing Exclusive Use of Storage Cages in SP 49259" in 5 pages including its schedule of areas;

Schedule means the schedule annexed to and forming part of this By-Law;

Strata Scheme means the strata scheme relating to the Strata Plan; and

Strata Plan means strata plan number 49259.

SCHEDULE

This Schedule sets out the Lots Benefitted, their corresponding Exclusive Use Areas as marked on the Plan, and defines the Per Square Metre Amount.

Per Square Metre Amount

Per Square Meter Amount is defined as the following amount (inclusive of GST):

\$845.00

Table

Lot Benefitted	Exclusive Use Area	Square Metres
155	(h)	5
48	(i)	2
94	(j)	2
160	(k)	1
91	(l)	2
140	(m)	2
172	(n)	2
90	(o)	2
150	(p)	6
2	(dd)	2

Lot Benefitted	Exclusive Use Area	Square Metres
171	(ee)	2
104	(ff)	2
15	(gg)	2
210	(hh)	2
179	(ii)	2
37	(ij)	2
125	(kk)	2
117	(ll)	2
134	(mm)	2
207	(nn)	2
200	(oo)	2
81	(pp)	2
121	(qq)	2
175	(rr)	2
47	(ss)	3
116	(tt)	2
97	(uu)	2
132	(ww)	2
24	(xx)	2
124	(hb)	2
136	(ib)	2
131	(jb)	2

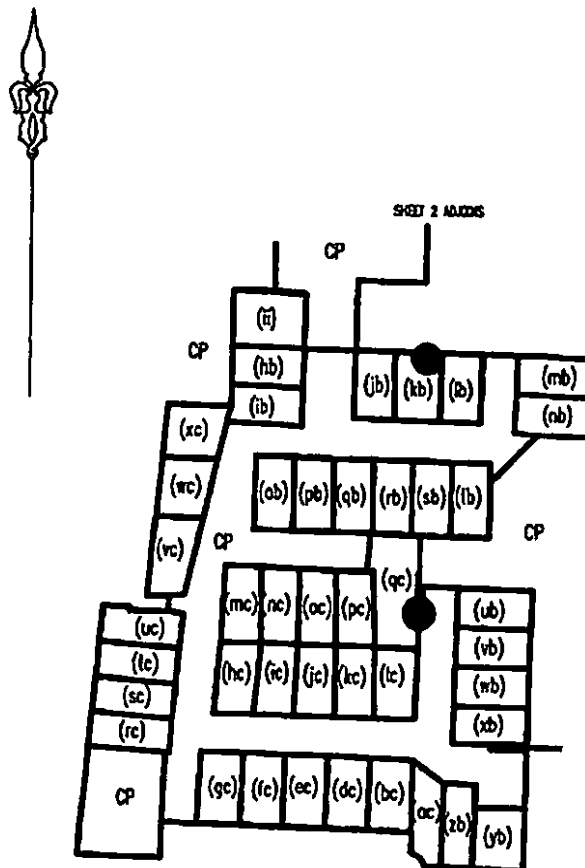
Lot Benefitted	Exclusive Use Area	Square Metres
147	(kb)	2
160	(lb)	2
215	(mb)	2
144	(nb)	2
18	(ob)	2
35	(pb)	2
139	(qb)	2
128	(rb)	2
186	(sb)	2
34	(tb)	2
184	(ub)	2
36	(vb)	2
45	(wb)	2
11	(xb)	2
127	(yb)	2
107	(zb)	2
197	(ac)	2
138	(bc)	2
101	(dc)	2
63	(ec)	2
158	(fc)	2
99	(gc)	2

Lot Benefitted	Exclusive Use Area	Square Metres
129	(hc)	2
4	(ic)	2
195	(jc)	2
149	(kc)	2
76	(lc)	2
209	(mc)	2
65	(nc)	2
176	(oc)	2
103	(pc)	2
78	(qc)	2.5
157	(rc)	2
137	(sc)	2
60	(tc)	2
123	(uc)	2
92	(vc)	2
92	(wc)	2
101	(xc)	2
AGGREGATE		150

PLAN SHOWING EXCLUSIVE USE OF STORAGE CAGES IN SP 49259

RR: 1:150

LEVEL 3



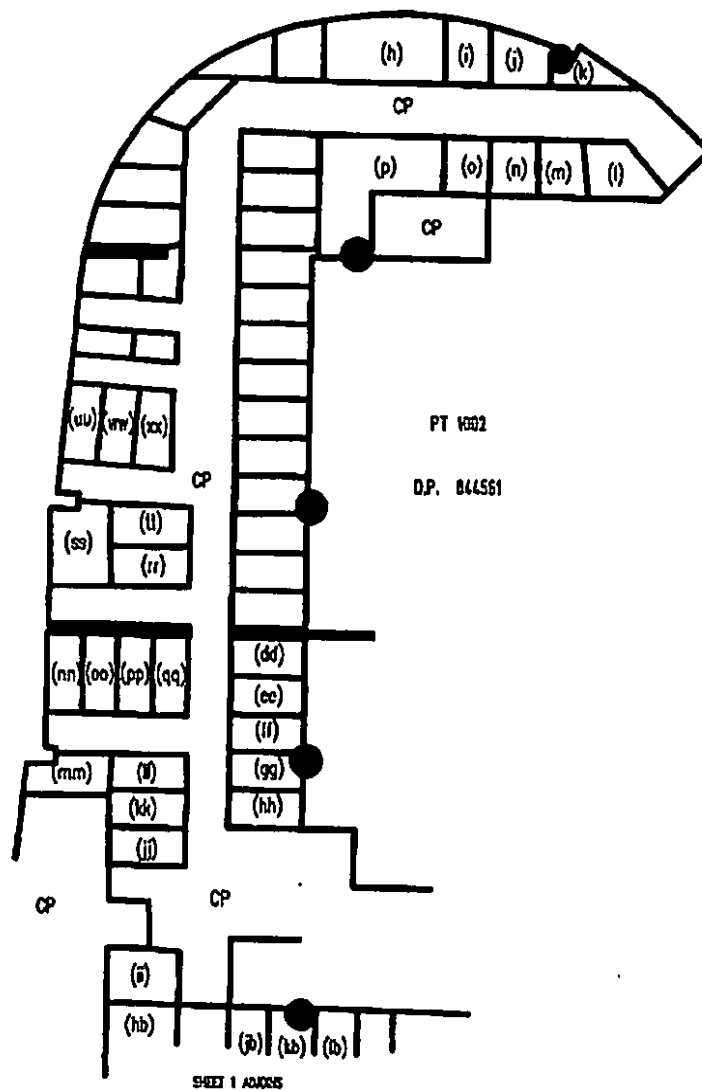
PT 1002

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PLAN SHOWING EXCLUSIVE USE OF STORAGE CAGES IN SP 49259

RR: 1:150

LEVEL 3



PLAN SHOWING EXCLUSIVE USE OF STORAGE CAGES
IN SP 49259

SCHEDULE OF AREAS

LOT NO	AREA
(h)	5m ²
(i)	2m ²
(j)	2m ²
(k)	1m ²
(l)	2m ²
(m)	2m ²
(n)	2m ²
(o)	2m ²
(p)	6m ²
(dd)	2m ²
(ee)	2m ²
(ff)	2m ²
(gg)	2m ²
(hh)	2m ²
(ii)	2m ²
(jj)	2m ²

LOT NO	AREA
(kk)	2m ²
(ll)	2m ²
(mm)	2m ²
(nn)	2m ²
(oo)	2m ²
(pp)	2m ²
(qq)	2m ²
(rr)	2m ²
(ss)	3m ²
(tt)	2m ²
(uu)	2m ²
(vv)	2m ²
(wx)	2m ²
(hb)	2m ²
(ib)	2m ²
(jb)	2m ²
(kb)	2m ²
(lb)	2m ²
(mb)	2m ²
(nb)	2m ²
(ob)	2m ²
(pb)	2m ²
(qb)	2m ²

LOT NO	AREA
(rb)	2m ²
(sb)	2m ²
(lb)	2m ²
(ub)	2m ²
(vb)	2m ²
(wb)	2m ²
(xb)	2m ²
(yb)	2m ²
(zb)	2m ²
(oc)	2m ²
(bc)	2m ²
(dc)	2m ²
(ec)	2m ²
(fc)	2m ²
(gc)	2m ²
(hc)	2m ²
(ic)	2m ²
(jc)	2m ²
(kc)	2m ²
(lc)	2m ²
(mc)	2m ²
(nc)	2m ²
(oc)	2m ²
(pc)	2m ²
(qc)	3m ²
(rc)	2m ²
(sc)	2m ²
(tc)	2m ²
(uc)	2m ²
(vc)	2m ²
(wc)	2m ²
(xc)	2m ²

Special By-Law 59 Balcony Lights

A by-law regarding maintenance of the balcony light fittings.

1 Balcony light fittings

- 1.1 The Owners Corporation may repair, maintain, renew or replace the light fittings on balconies in the Strata Scheme at its own cost from time to time.
- 1.2 Owners or Occupiers must not replace, remove, or otherwise alter light fittings on balconies in the Strata Scheme (whether themselves or by their contractors, agents or employees) without the express prior written consent of the Owners Corporation, and then only in a manner that is consistent with the appearance and amenity of other such light fittings in the Strata Scheme.
- 1.3 The Owners Corporation and Owners and Occupiers of Lots acknowledge and agree that this by-law constitutes an agreement between them for the provision of balcony light fitting maintenance services by the Owners Corporation to Owners and Occupiers of Lots on the terms herein within the meaning of Section 111 of the Strata Schemes Management Act 1996.

2 Definitions and Interpretation

2.1 Interpretation

In this By-Law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (f) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

2.2 Conflict

- (a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

2.3 Definitions

In this By-Law, unless the context otherwise requires:

Lot means a lot in the Strata Plan;

Occupier means:

- (a) the occupier of a Lot, but only in relation to the Lot occupied by that Occupier;
- (b) where there is more than one occupier of that Lot, means those occupiers jointly and severally, but only in relation to that Lot; and
- (c) where there is more than one Lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such Lot severally;

Owner means:

- (a) the owner of a Lot, but only in relation to the Lot owned by that Owner;
- (b) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
- (c) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Strata Scheme means the strata scheme relating to the Strata Plan; and

Strata Plan means strata plan number 49259.

Special By-Law 60 Lot 109 Improvements

The owner of Lot 109 shall be entitled to the exclusive use rights and the Special Privileges in respect of the common property to undertake alterations and additions, including:

- (a) Renovation of the kitchen of the lot, including:
 - (i) Installation new kitchen cabinets and benchtop;
 - (ii) Installation of new floating timber floor; and
 - (iii) Installation of new wall tiling.
- (b) Renovation of the all bathroom of the lot, including:
 - (i) installation ceramic wall and floor tiling; and
 - (ii) installation new shower screen.

1 Conditions

1.1 The works

- 1. Before starting the works, the owner must provide the Owners Corporation with:
 - (a) A copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - (b) A copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - (c) A copy of the certificate of insurance relating to the Works, if required under section 92 of the Home Building Act 1989; and
 - (d) Evidence of currency for the duration of the works of Contractors All Risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course or by reason of the works to minimum of \$10,000,000), to which both owner and Strata Plan No. 49259 are named parties.
- 2. In undertaking the works, the owner must by herself, her agents, servants and contractors:
 - (a) Use best-quality and appropriate materials, in a proper and skilful manner;
 - (b) Comply with all conditions and requirements of the local Council;
 - (c) Comply with the Building Code of Australia, all pertinent Australian Standards, and any manufacturer 3 specifications;
 - (d) Ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;

- (e) Not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
- (f) Comply with any reasonable requirement of the Owners Corporation concerning:
 - (i) The means of entering and leaving the building for tradespeople, building materials, tools and debris; and
 - (ii) Storage of materials and debris;
- (g) Carry out the works between 8.00 am and 5.00 pm on Monday to Friday (inclusive), excluding public holidays; and
- (h) Ensure that major works are completed within 1 month of commencement and all remaining works are completed within 3 months of their commencement.

3. The owner may make changes to the plans and specification for the works as approved in the by-law with the prior written consent of local council (if required) and the Owners Corporation.

1.2 After the Works

- 4. Within one month after completion of the works, the owner must give the Owners Corporation:
 - (a) A copy of the applicable compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979; and
 - (b) Copies of all guarantees from the manufacturer or installer for new waterproofing membranes and associated flashings (guarantees).
- 5. The Owner must exercise the guarantee if requested by the Owners Corporation.
- 6. The owner must ensure that after installation of any new flooring, noise generated by or resulting from impact upon or movement of the new flooring is not more audible outside the lot than the noise which was generated by or resulted from impact upon or movement of the previous flooring.

1.3 Repair and maintenance

7. Maintenance of the Renovations

The owner must, at the owner's expense, properly maintain the renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the renovations (the works).

8. Maintenance of the Common Property

The owner must, at the Owners expense, properly maintain the common property that will be altered or added to the renovations and occupied by the renovations and keep the common property in a state of good and serviceable repair and when necessary renew or replace any fixture or fittings comprised in that common property.

1.4 Damage

- 9. The owner must repair promptly any damage caused or contributed to by the works.

1.5 Indemnity

- 10. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works.

1.6 Breach of this By-Law

- 11. If the owner is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs as debt due from the owner.

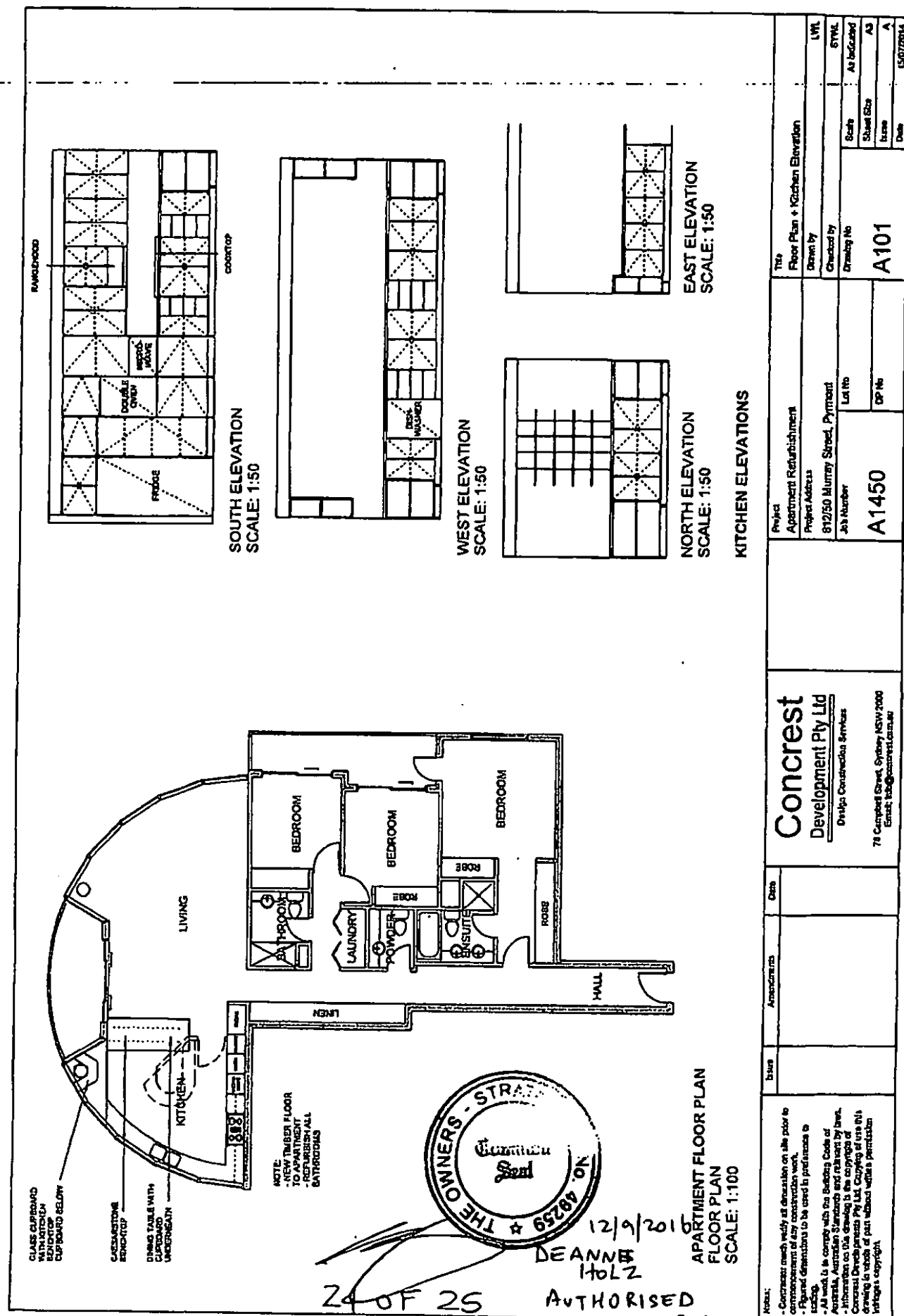
12. The Owners Corporation may, with reasonable notice, by itself, its agents, servants and contractors, enter the lot to rectify any breach of this by-law.

1.7 Notices

13. The owner at her own expense must comply with any notice, order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works.

1.8 Costs

14. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law.



Special By-Law 61 Storage in Car Spaces

A by-law to regulate storage in car spaces.

1 Storage in car spaces

1.1 Right

- (a) An Owner of a Lot may use their car space for storage subject to the conditions set out in clause 1.2.
- (b) An Occupier of a Lot must not use their car space for storage except strictly as may be permitted by clause 1.3 and subject to the conditions in clause 1.2.

1.2 Conditions

An Owner or Occupier of a Lot:

- (a) must only use a single area within the car space for storage within a lockable storage box (or other storage device approved in writing by the Owners Corporation) having maximum dimensions of 1160mm (W) x 550 (D) x 420 (H), and only in a manner that permits any car to be parked in the space to park wholly within the space;
- (b) must only store ordinary household goods and personal effects and must not store any dangerous, toxic, poisonous or illegal thing, including without limitation any flammable liquid or gas, explosives or firearms, or any perishable item or other thing which increases the risk of vermin or other pests being in or on the Property;
- (c) must not use storage on in the car space for any commercial purpose (except as provided in clause 1.3 of this By-Law); and
- (d) must not permit any other person to store anything in the car space (except as provided in clause 1.3 of this By-Law).

1.3 Occupier rights

An Owner of a Lot may permit an Occupier of the Owner's Lot in the Strata Scheme to also use the car space for storage, but must not charge a fee to that Occupier for that use (except to the extent that the car space may be, together with the Owner's Lot, part of the premises leased by the Owner to that Occupier under a residential tenancy agreement under the Residential Tenancies Act 2010, under which agreement the occupier may pay rent to the Owner).

1.4 Compliance

- (a) If the Owners Corporation forms the view that an Owner or Occupier is in breach of this by-law then the Owners Corporation may serve notice on that Owner or Occupier requiring the immediate removal of anything causing or contributing to that breach from the Property, including without limitation a storage device that is not of the type, size or location permitted under this by-law, a thing that is not permitted to be stored under this by-law, a thing that is being stored for a purpose not permitted under this by-law, or a thing being stored by a person who is not permitted to store that thing under this by-law.
- (b) If an Owner or Occupier who receives a notice under clause 1.4(a) to remove anything does not remove that thing within 7 days then the Owners Corporation may, subject to compliance with law, remove that thing and deal with it as it sees fit, including by way of sale or disposal, and if sold make keep any proceeds of sale.

2 Definitions and Interpretation

2.1 Interpretation

In this By-Law, unless the context otherwise requires: