

## Cooling-off certificate

I, \_\_\_\_\_  
of \_\_\_\_\_

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) 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 known as **1802/96-118 GLOUCESTER ST THE ROCKS 2000** from **JACOB MATHEW MAMUTIL** as vendor to

\_\_\_\_\_

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to \_\_\_\_\_

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: \_\_\_\_\_

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>MORTON</b> Shop 25/7 Macquarie Street Sydney NSW 2000 Australia Email: <a href="mailto:ettiene@morton.com.au">ettiene@morton.com.au</a>	phone 0410 593 749 fax ref Ettiene West
co-agent	Not Applicable	
vendor	<b>JACOB MATHEW MAMUTIL</b> 1 Merelynn Avenue, West Pennant Hills NSW 2125	
vendor's solicitor	<b>HWL EBSWORTH LAWYERS</b> Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 GPO Box 5408, Sydney NSW 2001 Email: <a href="mailto:gnewton@hwle.com.au">gnewton@hwle.com.au</a> ; <a href="mailto:ntsang@hwle.com.au">ntsang@hwle.com.au</a>	phone (02) 9334 8555 fax 1300 369 656 ref GDN:NWT:1092684
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	<b>1802/96-118 GLOUCESTER ST THE ROCKS 2000</b> Registered Plan: LEASEHOLD ESTATE in Lot 92 in Strata Plan 39994 <b>Folio Identifier LEASEHOLD ESTATE 92/SP39994</b> <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input 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 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 type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: See Inventory List		

exclusions

purchaser

purchaser's

<input type="checkbox"/> solicitor	phone
<input type="checkbox"/> conveyancer	fax
Email:	Ref

price \$ \_\_\_\_\_

deposit \$ \_\_\_\_\_ (10% of the price, unless otherwise stated)

balance \$ \_\_\_\_\_

contract date \_\_\_\_\_ (if not stated, the date this contract was made)

buyer's agent

See execution page

vendor

witness

See execution page

**GST AMOUNT** (optional)  
 The price includes  
 GST of: \$ \_\_\_\_\_

purchaser

JOINT TENANTS  tenants in common  in unequal shares

witness

**Choices**

- 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):
- Parties agree that the deposit be invested (clause 2.9)  NO  yes

**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 **GSTRW 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

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

McCormacks Strata Management  
 Level 5/151 Castlereagh St, Sydney NSW 2000  
 Phone: (02) 9299 6722  
 Email: [info@mccormacks.com.au](mailto:info@mccormacks.com.au)

Execution by vendor

Signed, sealed and delivered by **JACOB MATHEW MAMUTIL** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of **JACOB MATHEW MAMUTIL**

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

**Execution by purchaser**

**Signed, sealed and delivered by** \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

**Signed, sealed and delivered by** \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

**Executed by** \_\_\_\_\_

**ACN** \_\_\_\_\_ in accordance with  
section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Full name (print)

**Execution by guarantor**

**Signed, sealed and delivered by** \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

**Signed, sealed and delivered by** \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

**Additional clauses forming part of this contract for the sale and purchase of  
1802/96-118 GLOUCESTER ST THE ROCKS 2000**

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**33 STANDARD FORM CONTRACT**

**33.1 Amendments to standard form contract**

The following printed clauses are amended as follows:

33.1.1 **clause 1:** insert the following additional definition:

*'restricted action* means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;';

33.1.2 **clause 2.9:**

(a) replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and

(b) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

33.1.3 **clause 4:** insert the following additional clause:

'4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

33.1.4 **clause 5.1:** insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

33.1.5 **clause 7.1.1:** replace '5%' with '1%';

33.1.6 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

33.1.7 **clause 8.1.1:** delete the words 'on reasonable grounds';

33.1.8 **clause 8.1.2:** delete the words from 'that' to 'grounds' inclusive;

33.1.9 **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';

33.1.10 **clause 12:** insert the following at the end of the clause:

‘In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.’;

33.1.11 **clause 14.4:** replace the words ‘not surcharge land tax (as defined in the *Land Tax Act 1956*) but must adjust any other’ with the word ‘adjust’;

33.1.12 **clause 14.4.2:** replace the clause with:

‘by adjusting the amount of land tax determined by applying the average rate of land tax including, if applicable, surcharge land tax (as defined in the *Land Tax Act 1956*) payable by the vendor or any predecessor in title for the year to the taxable value of the property’;

33.1.13 **clause 14.8:** delete the clause;

33.1.14 **clause 16:** insert the following additional clause:

‘16.3A Where the *property* includes personal property subject to a security interest:

- (i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);
- (ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
- (iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.’;

33.1.15 **clause 16.6:** replace ‘If’ with ‘If at least 7 days before the date for completion’;

33.1.16 **clause 16.8:** delete the clause;

33.1.17 **clause 16.12:** delete all words from ‘but’ to the end of the clause;

- 33.1.18 **clause 19:** insert the following additional clause:
- ‘19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.’;
- 33.1.19 **clause 20.6.4:** insert the words ‘provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post’ at the end of the clause;
- 33.1.20 **clause 20.7.2:** insert the words ‘and in the case of the vendor the actual cost’ at the end of the clause;
- 33.1.21 **clause 20:** insert the following additional clause:
- ‘20.16 In this contract, unless the context requires otherwise:
- 20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and
- 20.16.2 *including* and similar expressions are not words of limitation.’;
- 33.1.22 **clause 23.5.1:** insert the words ‘which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)’ to the end of the clause;
- 33.1.23 **clause 23.6:** clauses 23.6.1 and 23.6.2 are replaced with the words ‘and is not a levy for special expenses payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser’;
- 33.1.24 **clause 23.9.3:** delete the words ‘or before completion’;
- 33.1.25 **clause 23.13:** delete the words ‘at least 7 days’;
- 33.1.26 **clause 23.14:** delete the clause;
- 33.1.27 **clause 23.17.2:** delete the clause;
- 33.1.28 **clauses 28 and 29:** delete the clauses;
- 33.1.29 **clause 30.4.5:** delete the words in the first bullet point; and
- 33.1.30 **clause 30.5:** replace the words ‘7 days’ with the words ‘14 days’.

### 33.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

## 34 CAPACITY

34.1 If either party (and if more than one person comprises that first party then any one of them) prior to completion:

34.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

34.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

34.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

## 35 INSOLVENCY ETC OF PURCHASER

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

35.1 resolve to enter into liquidation or provisional liquidation;

35.2 have a summons presented for its winding-up;

35.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or

35.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

## 36 SETTLEMENT DEFAULT

36.1 If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser must pay \$450 on completion, for each cancellation.

36.2 The purchaser must pay the additional costs payable under this clause to the vendor's solicitor at completion and it is an essential term of this Contract that the additional costs payable under this clause are paid on and as a condition of completion.

### **37 NOTICE TO COMPLETE**

#### **37.1 Issue of notice to complete**

If a party is entitled to serve a notice to complete, then the party may:

37.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

37.1.2 specify a time of day between 11am and 4pm as the time for completion.

#### **37.2 Reasonable period**

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

#### **37.3 Preservation of rights**

The party serving a notice to complete reserves the right to:

37.3.1 withdraw the notice; and

37.3.2 issue further notices to complete.

37.4 If the vendor issues a notice to complete, the purchaser must pay \$450 on completion for additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete.

37.5 The purchaser must pay the additional costs payable under this clause to the vendor's solicitor at completion and it is an essential term of this Contract that the additional costs payable under this clause is paid on and as a condition of completion.

### **38 DELAY INTEREST**

#### **38.1 Payment of interest**

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

38.1.1 at the rate of 10% per annum; and

38.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

### 38.2 **Delay by vendor**

Clause 38.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

### 38.3 **Essential term**

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

## 39 **REAL ESTATE AGENT**

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

## 40 **PRESENT CONDITION**

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and cannot take any restricted action in respect of:

- 40.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 40.1.2 any latent or patent defect in the property;
- 40.1.3 any environmental hazard or contamination;
- 40.1.4 the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- 40.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- 40.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 40.1.7 any rainwater downpipe being connected to the sewer;
- 40.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or

40.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

## **41 PURCHASER'S WARRANTIES**

### **41.1 Purchaser's warranties**

The purchaser represents and warrants that:

41.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);

41.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and

41.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

### **41.2 Acknowledgements**

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 41.

## **42 ADJUSTMENTS**

The parties agree to adjust all usual outgoings and all amounts under the contract on completion, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after completion. This clause shall not merge on completion.

## **43 FIRB APPROVAL**

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or a "foreign person" as defined in the Foreign Acquisition & Takeovers Act 1975 ("the Act"), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

## **44 GUARANTEE**

44.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

- 44.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 44.3 If each director of the purchaser has not signed this contract as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 44.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 44.4.1 payment of all money payable by the purchaser under this contract; and
  - 44.4.2 the performance of all of the purchaser's other obligations under this contract.
- 44.5 The guarantor:
- 44.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - 44.5.2 must pay on demand any money due to the vendor under this indemnity.
- 44.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 44.6.1 the performance by the purchaser of its obligations under this contract; and
  - 44.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 44.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 44.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 44.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 44.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
  - 44.9.2 the release or discharge of any person;
  - 44.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - 44.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

- 44.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 44.9.6 the winding up of the purchaser.
- 44.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 44.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 44.12 This clause operates as a deed between the vendor and the guarantor.

**EXECUTED** as a Deed.

## Schedule of Documents

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1. Title Documents
2. Planning Certificate
3. Sewerage Infrastructure Location Diagram (service location diagram)
4. Sewer Lines Location Diagram (sewerage service diagram)
5. Form of requisitions
6. Clearance certificate (ATO)
7. Land tax certificate
8. Inventory List

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

- 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 *servicing* 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 *servicing* 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 *servicing* 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* 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;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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*.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 92/SP39994  
-----

SEARCH DATE	TIME	EDITION NO	DATE
11/11/2021	1:07 PM	8	2/9/2018

LAND  
-----

LOT 92 IN STRATA PLAN 39994  
AT SYDNEY  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE  
-----

ESTATE: LEASEHOLD ESTATE IN LOT 92 CREATED BY LEASE E17438  
(EXPIRES 5.12.2088)

JACOB MATHEW MAMUTIL (T AK410336)

SECOND SCHEDULE (3 NOTIFICATIONS)  
-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP39994
- 2 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 424/811583
- 3 AK505313 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

ntsang

PRINTED ON 11/11/2021



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP39994

SEARCH DATE	TIME	EDITION NO	DATE
12/11/2021	4:32 PM	21	3/2/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 39994 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP39994

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE IN COMMON PROPERTY CREATED BY LEASE E17346 (EXPIRES 5.12.2088)

THE OWNERS - STRATA PLAN NO. 39994
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS CORPORATION SP 39994
98 GLOUCESTER STREET
SYDNEY
NSW 2000

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 424/811583
2 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
SP39994 RIGHT OF ACCESS (L.24)
SP39994 RIGHT OF ACCESS (L.24M)
SP39994 EASEMENT FOR RECREATION (C)
SP39994 EASEMENT FOR RECREATION (D)
SP39994 EASEMENT FOR SERVICES (A)
SP39994 EASEMENT FOR SERVICES (B)
SP39994 RIGHT OF WAY
SP39994 RIGHT TO USE GARBAGE ROOM
SP39994 RIGHT OF ACCESS (L.C.)
SP39994 RIGHT TO USE LOADING DOCK
SP39994 RIGHT TO USE LIFT NO.5
SP39994 RIGHT TO USE TOILETS
SP39994 RIGHT OF ACCESS TO TOILETS
SP39994 RIGHT TO USE PLANT ROOM (L.24M)
SP39994 RIGHT TO USE GANTRY IN LOADING DOCK
3 E583950 EASEMENT(S) FOR SUBJACENT AND LATERAL SUPPORT MAYBE

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP39994

PAGE 2

SECOND SCHEDULE (5 NOTIFICATIONS) (CONTINUED)

CREATED PURSUANT TO SECTION 8 OF THE STRATA TITLES  
(LEASEHOLD) ACT 1986

- 4 AM730461 INITIAL PERIOD EXPIRED
- 5 AQ741648 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 39994

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 418	2	- 508	3	- 478	4	- 993
5	- 739	6	- 956	7	- 515	8	- 538
9	- 433	10	- 426	11	- 515	12	- 485
13	- 971	14	- 717	15	- 933	16	- 523
17	- 545	18	- 440	19	- 433	20	- 523
21	- 493	22	- 978	23	- 724	24	- 941
25	- 530	26	- 552	27	- 448	28	- 440
29	- 530	30	- 500	31	- 985	32	- 732
33	- 948	34	- 538	35	- 560	36	- 455
37	- 448	38	- 538	39	- 508	40	- 993
41	- 739	42	- 956	43	- 545	44	- 567
45	- 463	46	- 455	47	- 545	48	- 515
49	- 1000	50	- 747	51	- 963	52	- 552
53	- 575	54	- 470	55	- 463	56	- 552
57	- 523	58	- 1008	59	- 754	60	- 971
61	- 560	62	- 582	63	- 478	64	- 470
65	- 560	66	- 530	67	- 1015	68	- 762
69	- 978	70	- 567	71	- 590	72	- 485
73	- 478	74	- 567	75	- 538	76	- 1023
77	- 769	78	- 985	79	- 575	80	- 597
81	- 493	82	- 485	83	- 575	84	- 545
85	- 1030	86	- 776	87	- 993	88	- 582
89	- 605	90	- 500	91	- 493	92	- 582
93	- 552	94	- 1038	95	- 784	96	- 1000
97	- 590	98	- 612	99	- 508	100	- 500
101	- 590	102	- 560	103	- 1045	104	- 791
105	- 1008	106	- 597	107	- 620	108	- 515
109	- 508	110	- 597	111	- 567	112	- 1053
113	- 799	114	- 1015	115	- 605	116	- 627
117	- 523	118	- 515	119	- 605	120	- 575
121	- 1060	122	- 806	123	- 1023	124	- 612
125	- 635	126	- 530	127	- 523	128	- 612
129	- 582	130	- 1068	131	- 814	132	- 1030
133	- 620	134	- 642	135	- 538	136	- 530
137	- 620	138	- 590	139	- 1075	140	- 821
141	- 1038	142	- 597	143	- 650	144	- 545
145	- 1099	146	- 170	147	- 106	148	- 108

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP39994

PAGE 3

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

STRATA PLAN 39994

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
149	- 120	150	- 91	151	- 99	152	- 66
153	- 85	154	- 320	155	- 375	156	- SP47537
157	- SP47537						

STRATA PLAN 47537

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
158	- 247	159	- 108	160	- 121	161	- 356
162	- 144	163	- 139	164	- 108	165	- 211
166	- 6						

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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PRINTED ON 12/11/2021

COUNCIL'S CERTIFICATE

The Council of the City Municipality of Sydney... has approved the requirements for the completion of the proposed strata plan of subdivision... This approval is given on the condition that listed... shall be subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973.

Subdivision No. ... Council Clerk. Complete, or delete, if inapplicable.

SURVEYOR'S CERTIFICATE

I, ROBERT WILLIAM BARKER, of DENNY LINKER & CO. EDGECLEIFE, 2027... (1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, estate... (2) any floor or ceiling of a proposed lot, shown in the accompanying floor plan... (3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined... (4) any building or structure... (5) any survey information recorded in the accompanying plan... Signature: R. W. Barker, Date: 1/10/91.

This is sheet 1 of my Plan in 13 sheets.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants, PURSUANT TO SECTION 6 (4) STRATA TITLES (LEASEHOLD) ACT 1986 AND SECTION 88B, CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1. RIGHT OF ACCESS (L. 2A)
2. RIGHT OF ACCESS (L. 24M)
3. EASEMENT FOR RECREATION (C)
4. EASEMENT FOR RECREATION (D)
5. EASEMENT FOR SERVICES (A)
6. EASEMENT FOR SERVICES (B)
7. RIGHT OF WAY
8. RIGHT TO USE GARBAGE ROOM
9. RIGHT OF ACCESS (L.C.)
10. RIGHT TO USE LOADING DOCK.
11. RIGHT TO USE LIFT No. 5
12. RIGHT TO USE TOILETS
13. RIGHT OF ACCESS TO TOILETS.
14. RIGHT TO USE PLANT ROOM (L. 24M)
15. RIGHT TO USE GANTRY IN LOADING DOCK

PURSUANT TO SECTION 87 (9) STRATA TITLES (LEASEHOLD) ACT, 1986 IT IS INTENDED TO CREATE EXCLUSIVE USE SPECIAL BY-LAWS NUMBERED 1 TO 7

ROBERT MITCHELL, DIRECTOR AND DEPUTY DIRECTOR, SYDNEY COVE RE-DEVELOPMENT AUTHORITY, 14 OCTOBER 1991

Table with 10 columns (10-160) and 1 row (Table of mm)

SURVEYOR'S REFERENCE: 20-1090-424

PLAN OF SUBDIVISION OF LOT 424 D.P. 811583

Man/Shire: SYDNEY, Locality: SYDNEY

Parish: ST PHILIP, County: CUMBERLAND

Reduction Ratio: 1:1, Lengths are in metres

Name of, and \*address for service of notices on, the body corporate: THE PROPRIETORS STRATA PLAN NO. 39994, NO. 98 GLOUCESTER STREET, SYDNEY 2000.

STRATA PLAN 39994

Registered: DT29.10.1991

C.A.

Purpose: STRATA PLAN

Ref. Map: PARISH # CITY SECTION 69 #

Last Plan: DP811583

- (4) PART ONLY OF A BUILDING IS INCLUDED IN THE PROPOSED STRATUM PARCEL.
(5) THE PROPOSED STRATUM PARCEL AND THAT BUILDING ARE WHOLLY WITHIN THE PERIMETER OF THE SITE OF THE BUILDING EXCEPT TO THE EXTENT THAT THE BUILDING ENCROACHES ON A PUBLIC PLACE.
(6) EACH PART OF THAT BUILDING AND SO MUCH OF THE SITE AS ARE INCLUDED IN THE PROPOSED LOTS AND COMMON PROPERTY ARE WHOLLY WITHIN THE PROPOSED STRATUM PARCEL EXCEPT TO THE EXTENT THAT THE BUILDING ENCROACHES ON A PUBLIC PLACE.

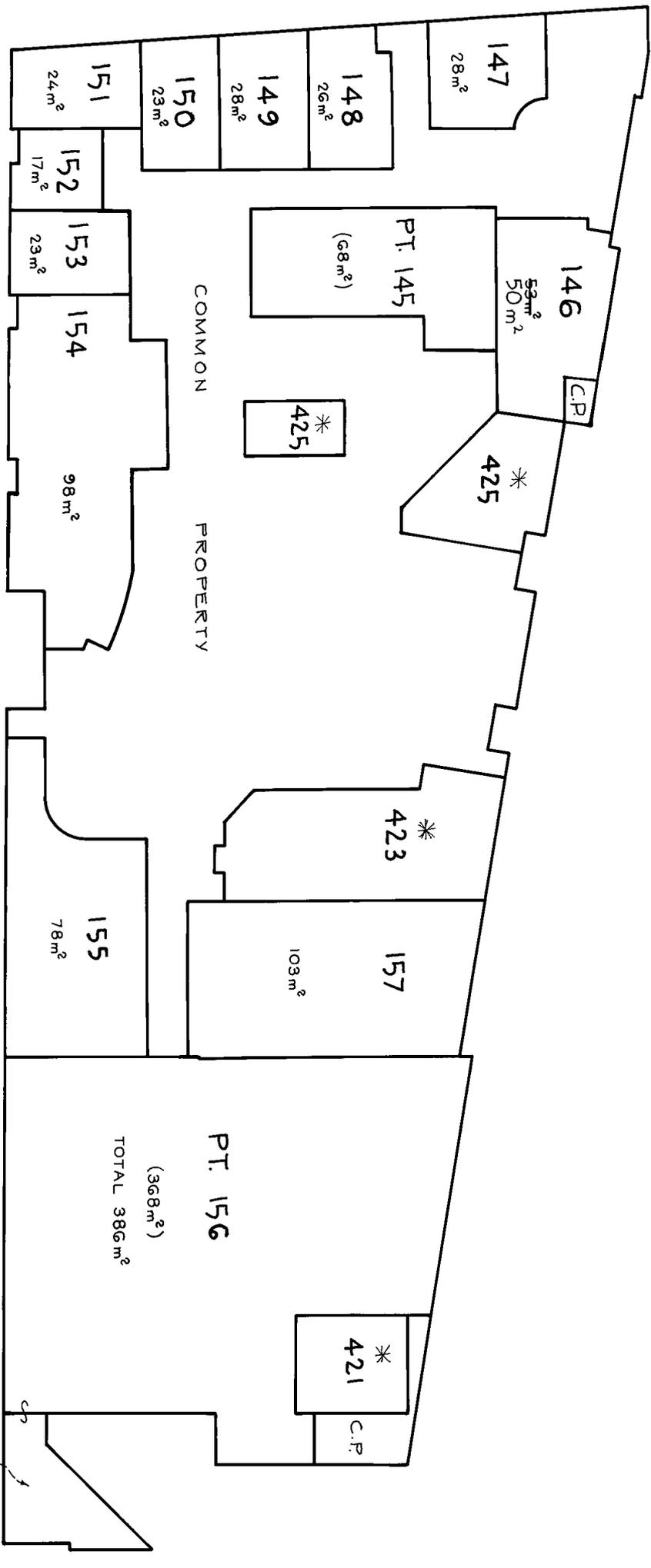
FOR LOCATION PLAN SEE SHEET 2

Plan Drawing only to appear in this space





STRATA PLAN 39994



EASEMENT FOR SERVICES (A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.

EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.  
 \* DP811583

GLoucester Street Level

Reduction Ratio 1: 200

Lengths are in metres

*R.W. Barker*  
 Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: ZO-1090-424

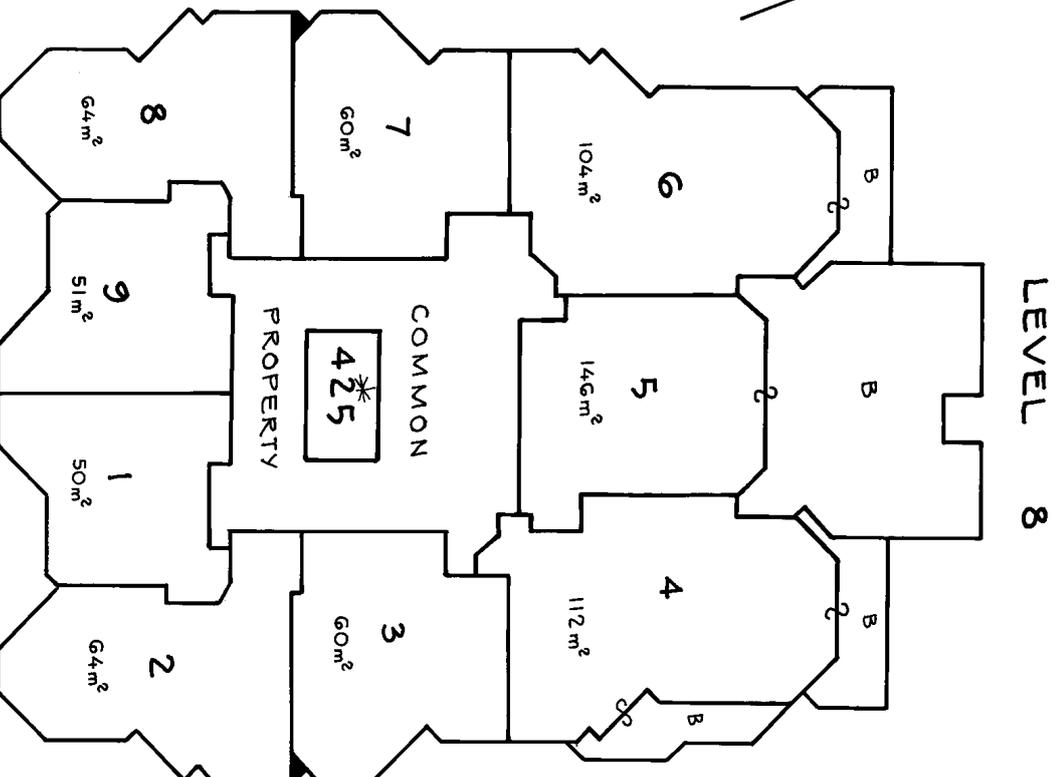
STRATA PLAN 399914\*

SCHEDULE OF UNIT ENTITLEMENTS.

LOT	U.E.								
1	418	41	739	81	493	121	1060		
2	508	42	956	82	485	122	806		
3	478	43	545	83	575	123	1023		
4	993	44	567	84	545	124	612		
5	739	45	463	85	1030	125	635		
6	956	46	455	86	776	126	530		
7	515	47	545	87	993	127	523		
8	538	48	515	88	582	128	612		
9	433	49	1000	89	605	129	582		
10	426	50	747	90	500	130	1068		
11	515	51	963	91	493	131	814		
12	485	52	552	92	582	132	1030		
13	971	53	575	93	552	133	620		
14	717	54	470	94	1038	134	642		
15	933	55	463	95	784	135	538		
16	523	56	552	96	1000	136	530		
17	545	57	523	97	590	137	620		
18	440	58	1008	98	612	138	590		
19	433	59	98	99	508	139	1075		
20	523	60	754	100	500	140	821		
21	493	61	971	101	590	141	1038		
22	978	62	582	102	560	142	597		
23	724	63	478	103	1045	143	650		
24	941	64	470	104	791	144	545		
25	530	65	560	105	1008	145	1099		
26	552	66	530	106	597	146	170		
27	448	67	1015	107	620	147	106		
28	440	68	762	108	515	148	108		
29	530	69	978	109	508	149	120		
30	500	70	567	110	597	150	91		
31	985	71	590	111	567	151	99		
32	732	72	485	112	1053	152	66		
33	948	73	478	113	799	153	85		
34	538	74	567	114	1015	154	320		
35	560	75	538	115	605	155	375		
36	455	76	1023	116	627	156	1020		
37	448	77	769	117	523	157	420		
38	538	78	985	118	515				
39	508	79	575	119	605				
40	993	80	597	120	575				

EASEMENT FOR SERVICES (A)  
AFFECTING THE WHOLE OF  
THE COMMON PROPERTY  
EASEMENT FOR SERVICES (B)  
AFFECTING DUCTS WITHIN  
STRUCTURAL CUBIC SPACE.

B - BALCONY  
\* DP811583



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

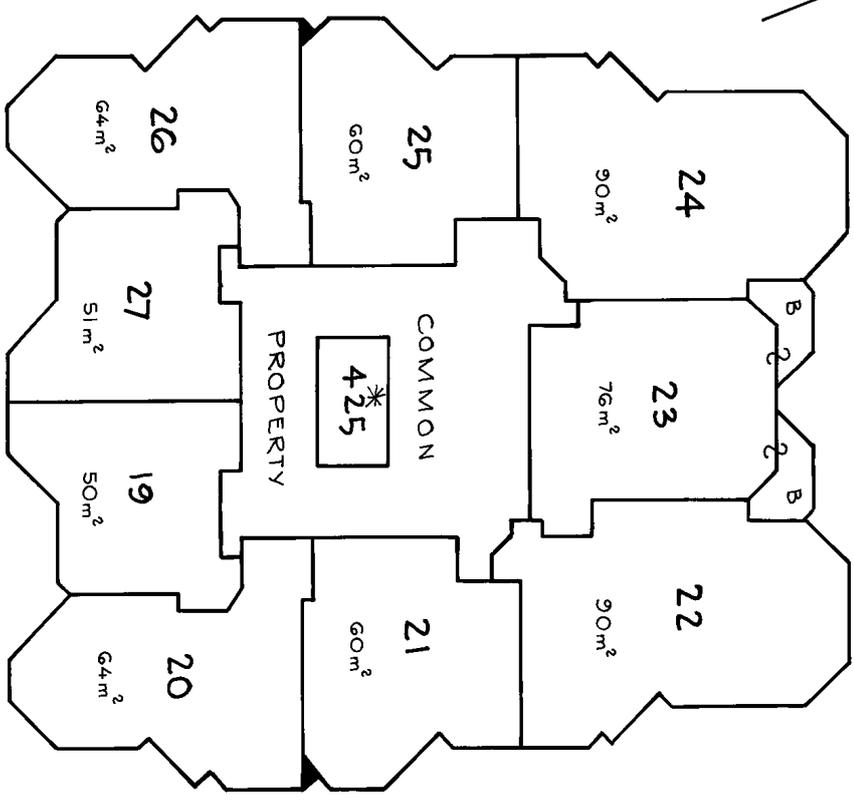
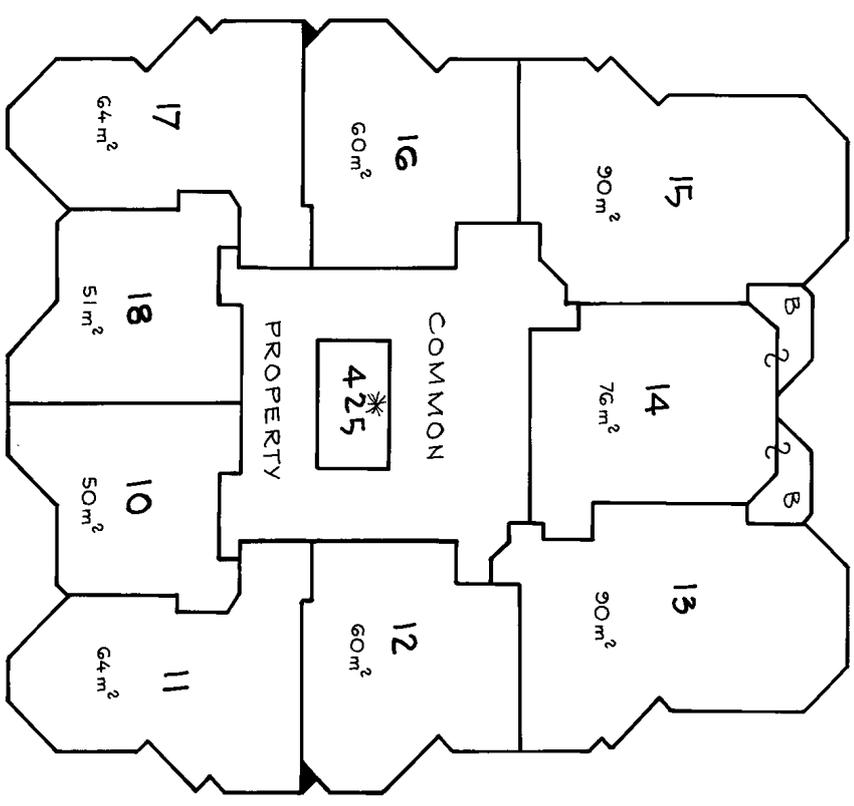
Reduction Ratio 1: 200

Lengths are in metres



R.W. Barber  
Registered Surveyor

Council Clerk



EASEMENT FOR SERVICES(A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES(B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

B- BALCONY  
 \* DP811583

Reduction Ratio 1: 200

Lengths are in metres

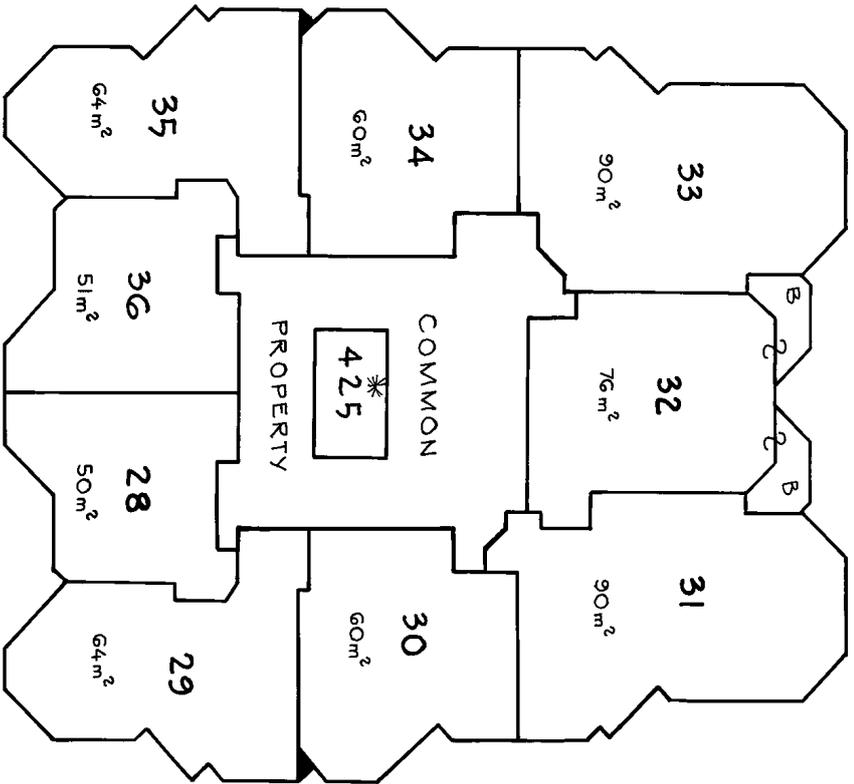
*R.W. Barber*  
 Registered Surveyor

Council Clerk

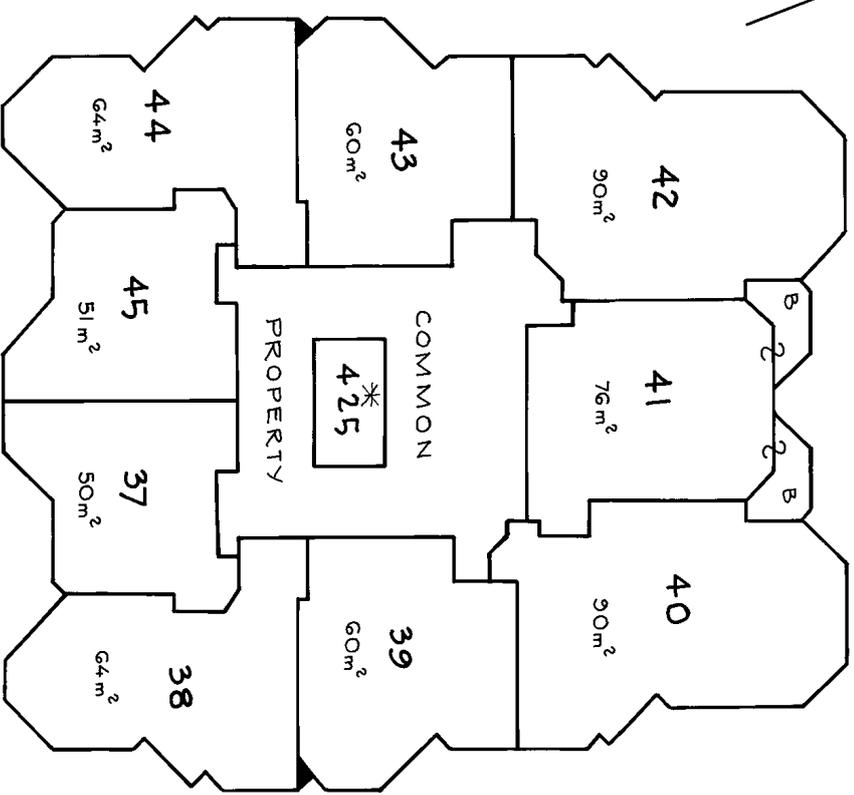


STRATA PLAN 399994

LEVEL 11



LEVEL 12



EASEMENT FOR SERVICES (A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

B- BALCONY  
 \* DP811583

Reduction Ratio 1: 200

Lengths are in metres

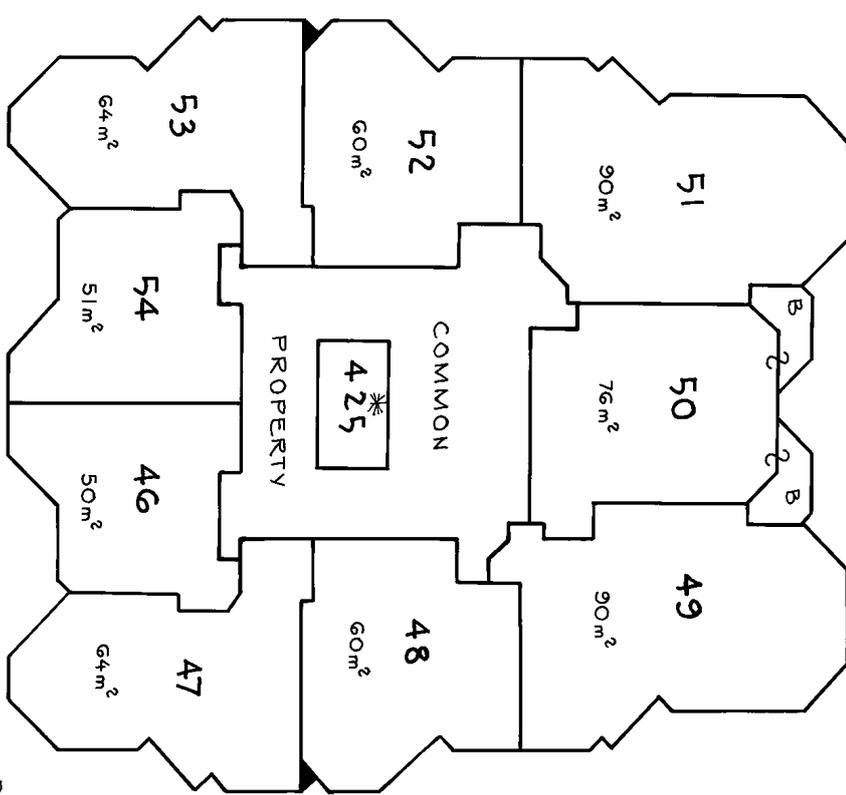
*R.W. Barber.*  
 Registered Surveyor

Council Clerk

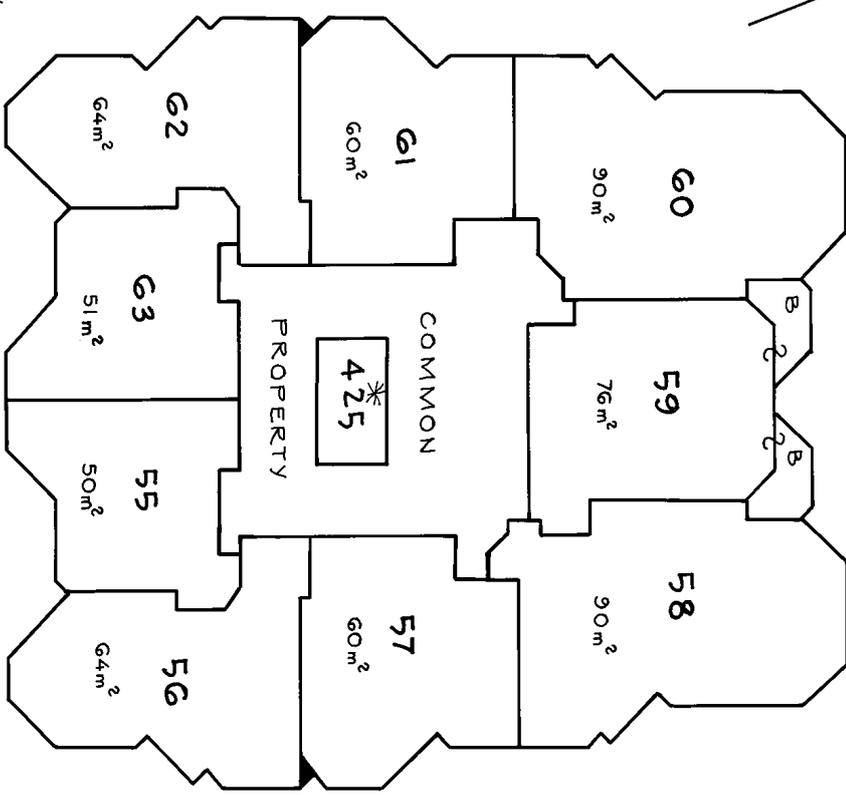


STRATA PLAN 39994\*

LEVEL 13



LEVEL 14



B- BALCONY

\* DP811583 IS RESTRICTED TO 25m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

EASEMENT FOR SERVICES (A) AFFECTING THE WHOLE OF THE COMMON PROPERTY. EASEMENT FOR SERVICES (B) AFFECTING DUCTS WITHIN STRUCTURAL CUBIC SPACE.

Reduction Ratio 1: 200

Lengths are in metres

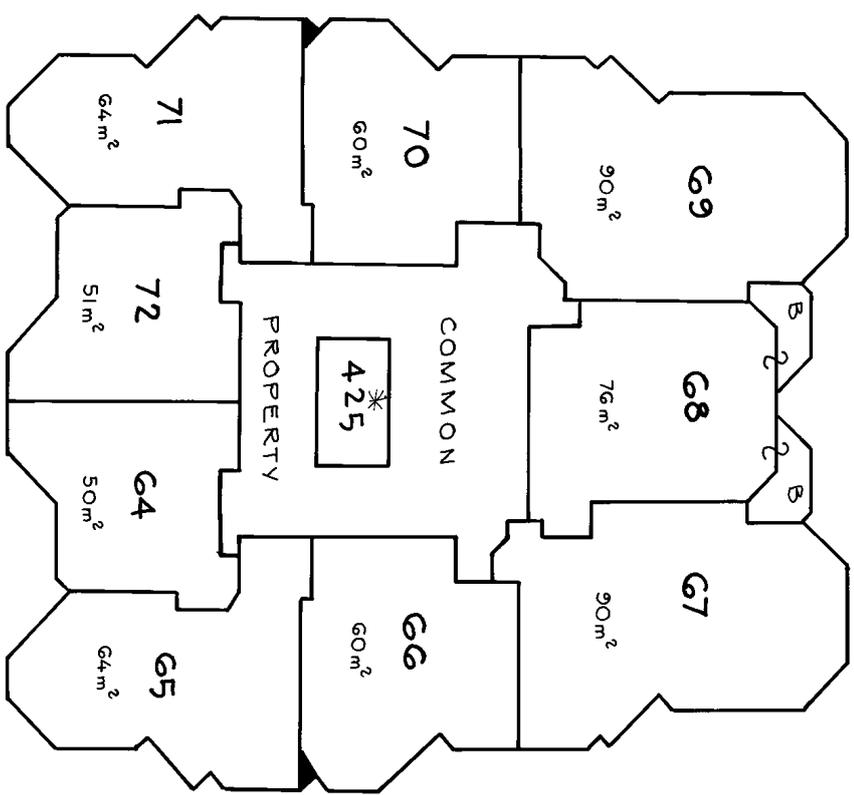


*R.W. Barber*  
Registered Surveyor

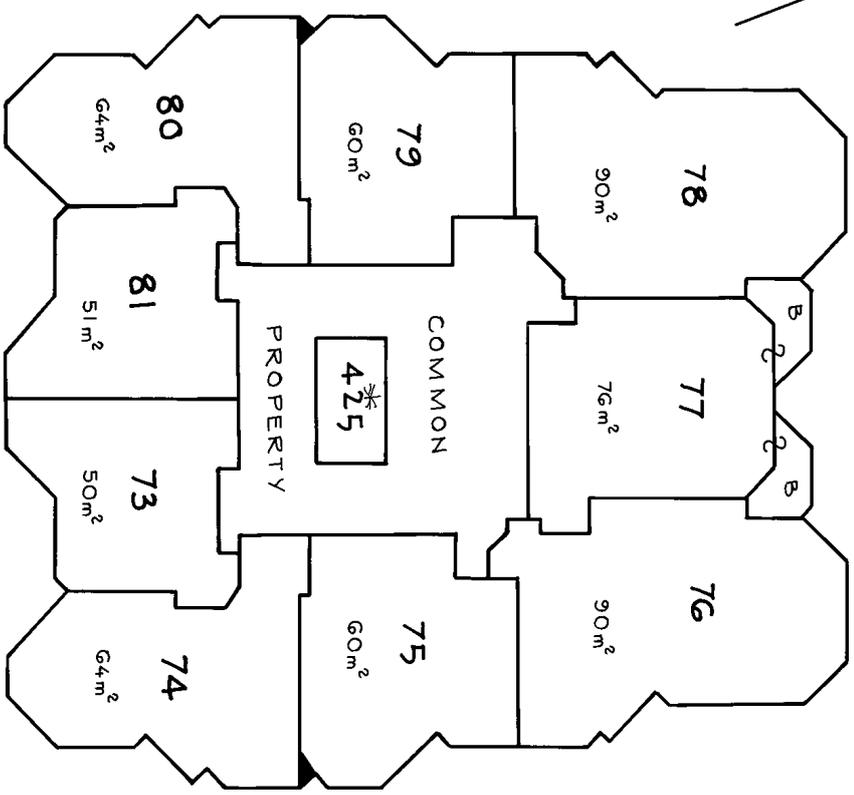
Council Clerk

STRATA PLAN 399914

LEVEL 15



LEVEL 16



B- BALCONY  
\* DP811589

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

EASEMENT FOR SERVICES (A)  
AFFECTING THE WHOLE OF  
THE COMMON PROPERTY.  
EASEMENT FOR SERVICES (B)  
AFFECTING DUCTS WITHIN  
STRUCTURAL CUBIC SPACE.

Reduction Ratio 1: 200

Lengths are in metres

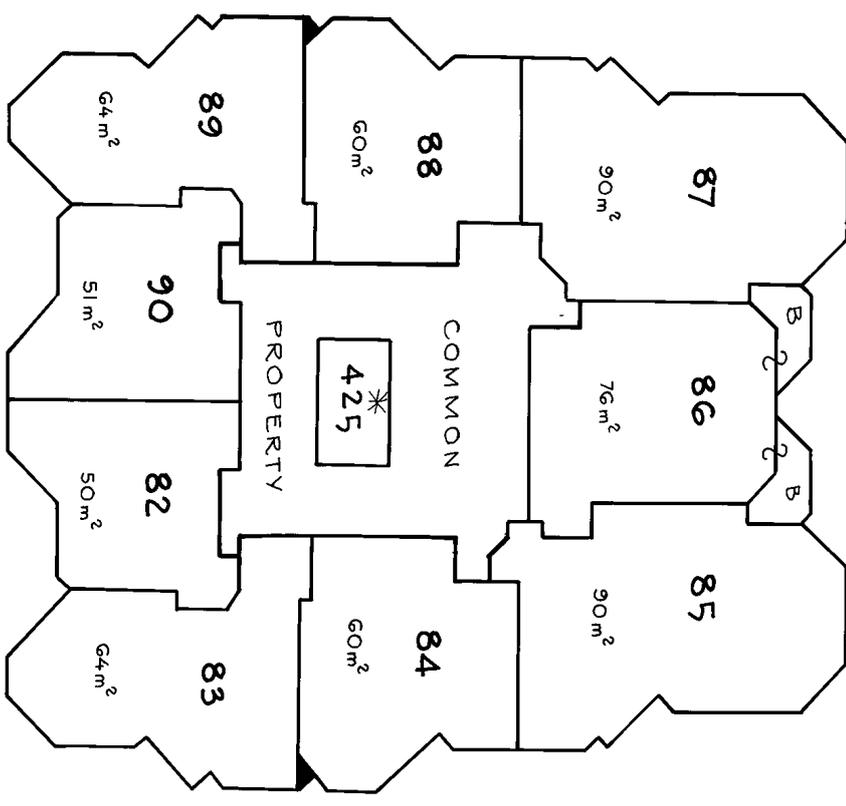


*R. W. Barker.*  
Registered Surveyor

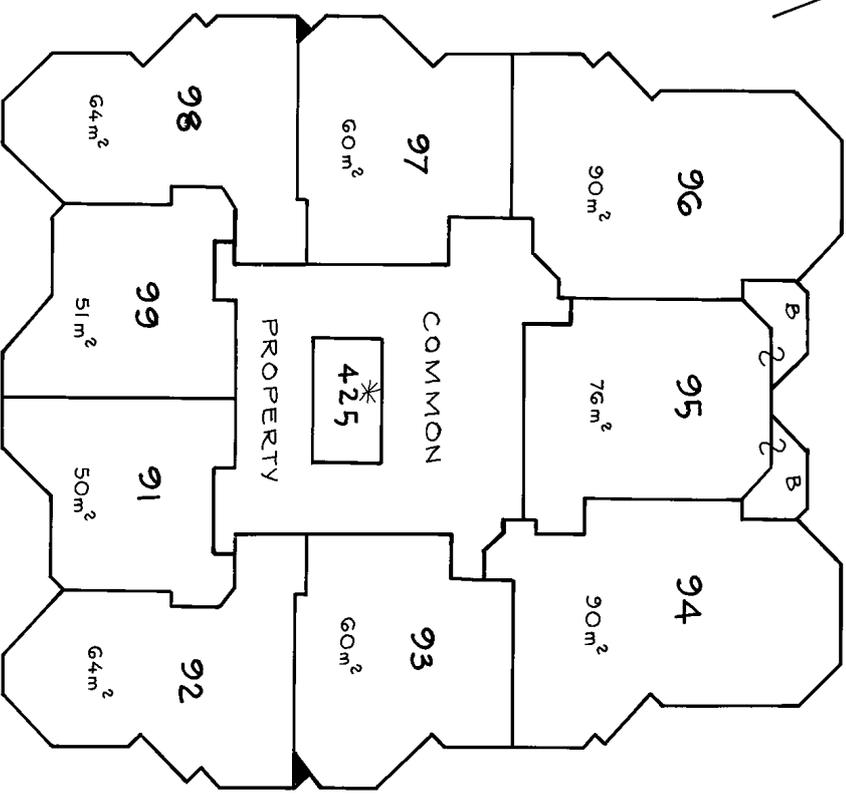
Council Clerk

STRATA PLAN 399914\*

LEVEL 17



LEVEL 18



B- BALCONY  
\* DP811503

EASEMENT FOR SERVICES(A)  
AFFECTING THE WHOLE OF  
THE COMMON PROPERTY.  
EASEMENT FOR SERVICES(B)  
AFFECTING DUCTS WITHIN  
STRUCTURAL CUBIC SPACE.

Reduction Ratio 1 : 200

Lengths are in metres

*R.W. Barkal.*  
Registered Surveyor

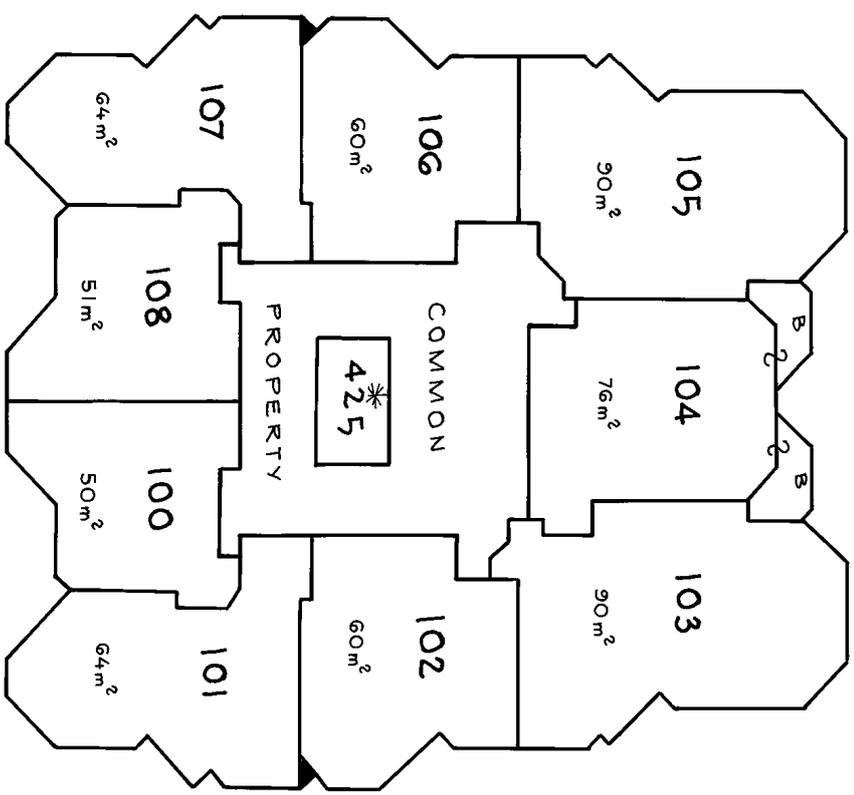
Council Clerk

SURVEYOR'S REFERENCE: 20-1090-424

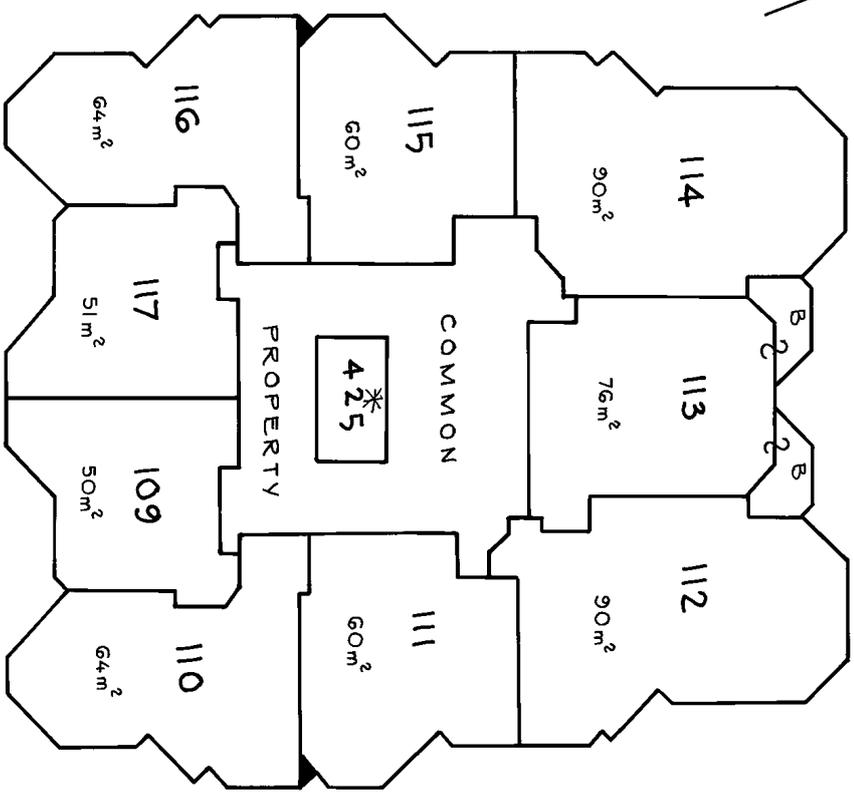


STRATA PLAN 399914

LEVEL 19



LEVEL 20



EASEMENT FOR SERVICES (A)  
AFFECTING THE WHOLE OF  
THE COMMON PROPERTY  
EASEMENT FOR SERVICES (B)  
AFFECTING DUCTS WITHIN  
STRUCTURAL CUBIC SPACE.

B. BALCONY  
\* DP811587

Reduction Ratio 1: 200

Lengths are in metres

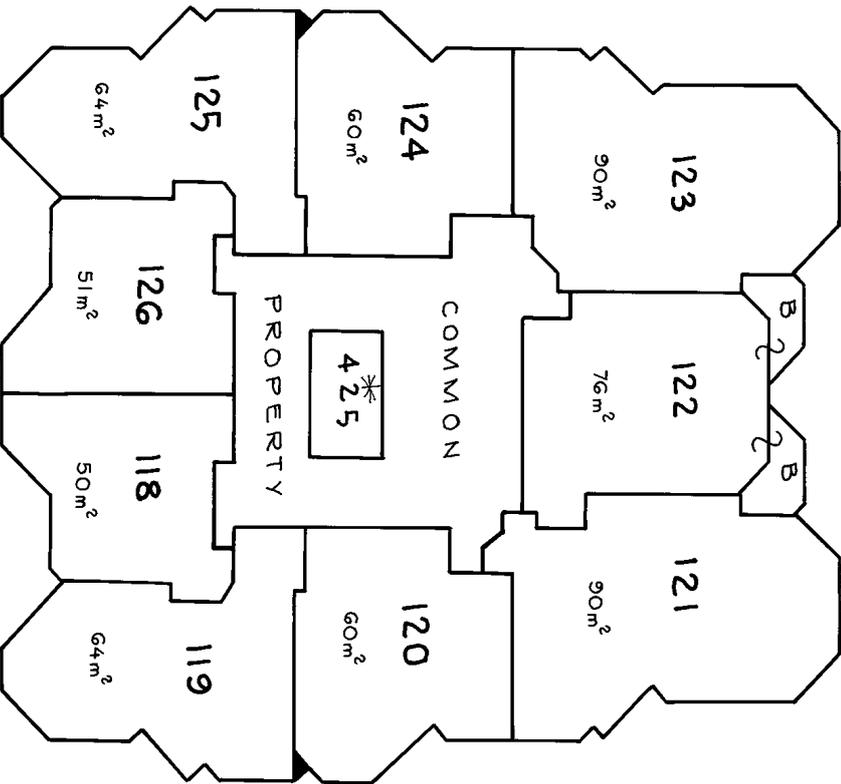
R. W. Barber  
Registered Surveyor

Council Clerk

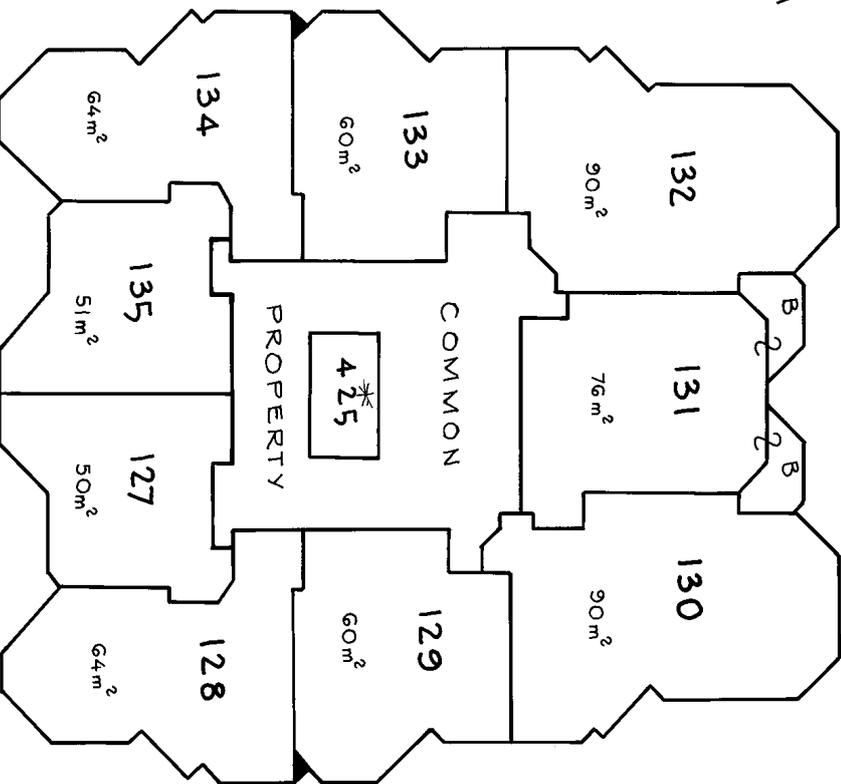


STRATA PLAN 39994

LEVEL 21



LEVEL 22



EASEMENT FOR SERVICES (A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

B-BALCONY  
 \* DP 911587

Reduction Ratio 1 : 200

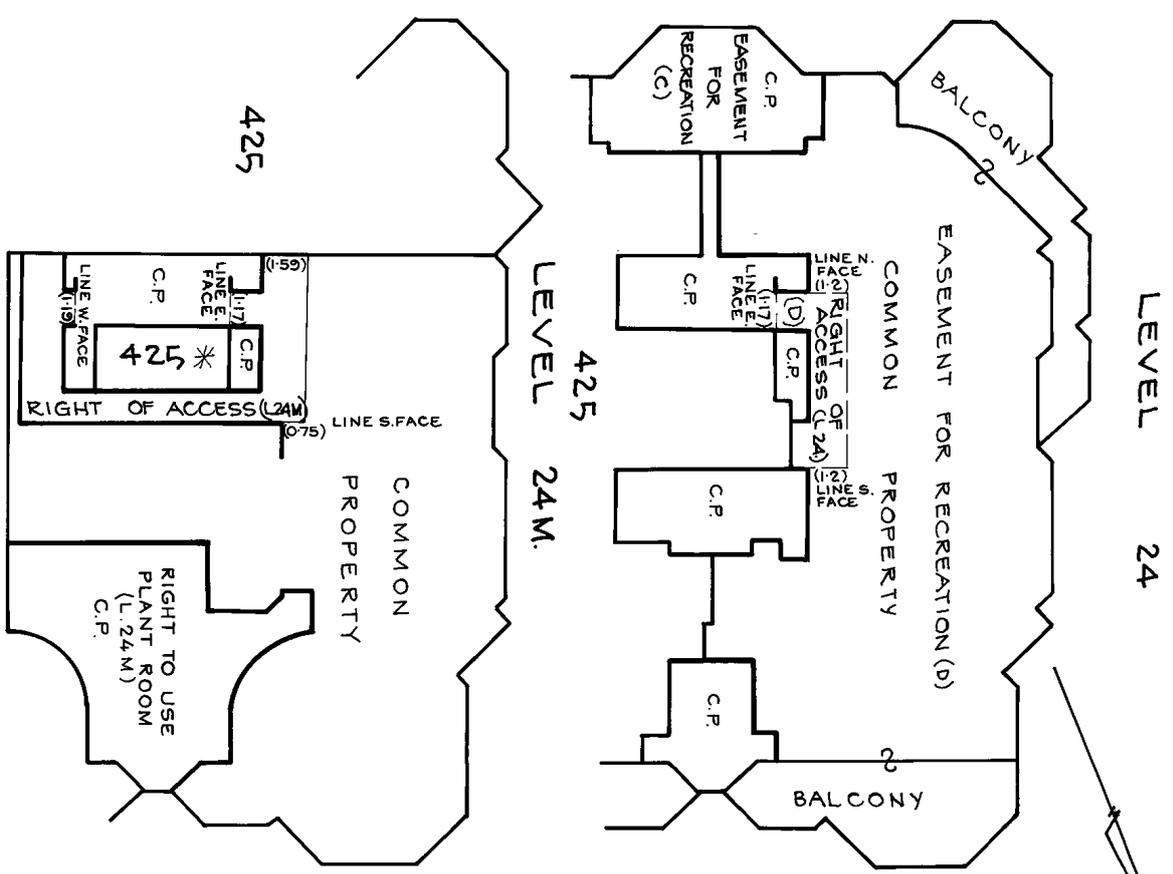
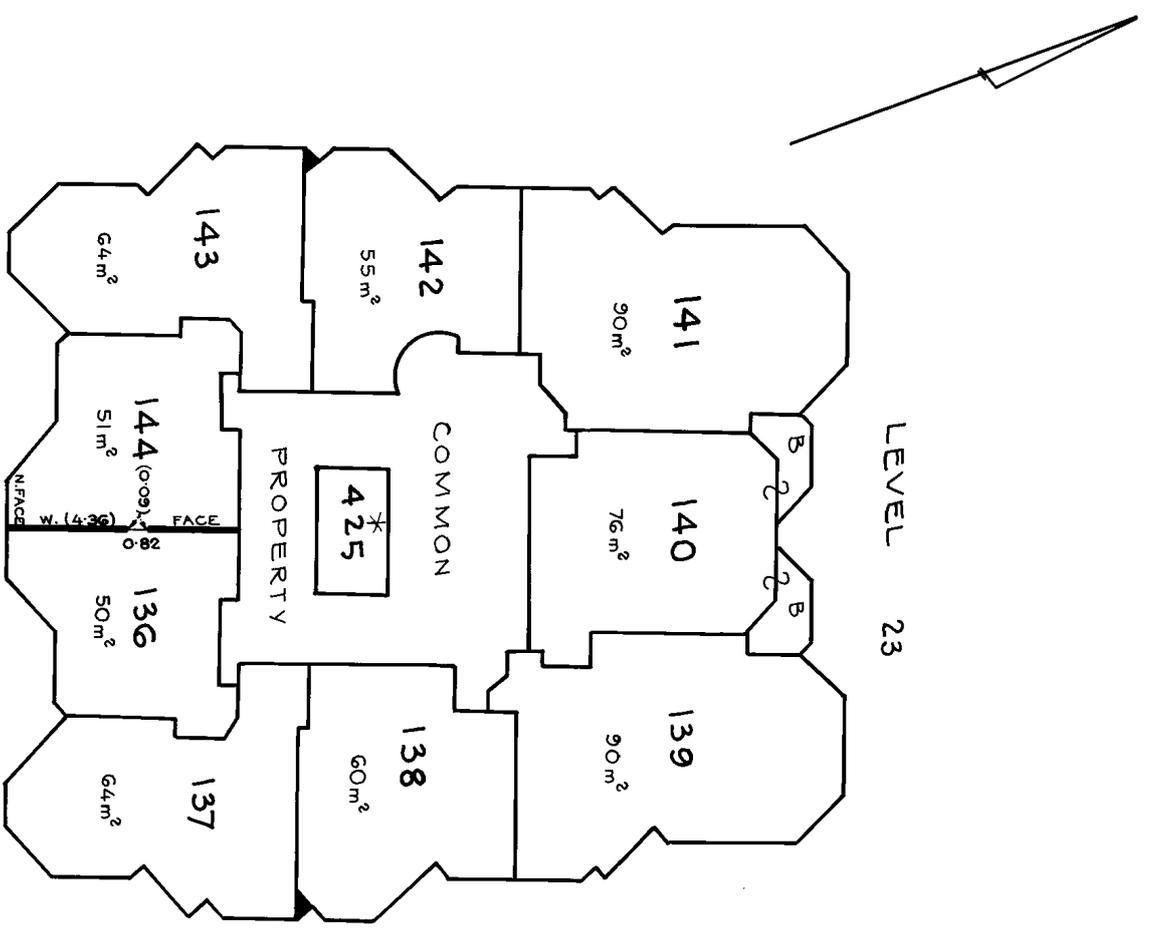
Lengths are in metres

*R. W. Barber.*  
 Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 20-1090-424

STRATA PLAN 399914



B - COVERED BALCONY  
 C.P. COMMON PROPERTY  
 \* DP 811593

Reduction Ratio 1: 200

Lengths are in metres

*R.W. Barber*  
 Registered Surveyor

Council Clerk



RP 1




**E**  
017346

OFFICE OF STATE REVENUE  
 (N.S.W. TREASURY)  
 1990/91 P2

Stamp: **STAMP** (vertical) and **DUPLICATE** (vertical)

Stamp: **CHEK CC: XCHER**

**LEASE**  
 REAL PROPERTY ACT, 1900  
 (To be lodged in duplicate)  
 (See Instructions for Completion issued as Form RP 181)

L of R /  
 \$

DESCRIPTION OF LAND Note (3)

LAND of which LESSOR is registered proprietor

Tortious Title Reference: **WHOLE**

If Part or Premises, See Note (a) (b)

Location: **SYDNEY**

Folio Identifier: **CP/SP39994**  
 Folio Identifier: **424/811583**

LESSOR Note (2): **SYDNEY COVE REDEVELOPMENT AUTHORITY of 80 George Street, The Rocks, Sydney**

(The above named LESSOR) hereby leases to the LESSEES

LESSEE Note (2): **THE PROPRIETORS - STRATA PLAN NO 39994 of 98 Gloucester Street, Sydney**

as joint tenants in common

OFFICE USE ONLY: **HIST**

the land and above described, subject to the following PRIOR ENCUMBRANCES

1. **NIL**

2. **...**

3. **...**

for a TERM of \_\_\_\_\_ commencing on \_\_\_\_\_ and TERMINATING on \_\_\_\_\_

the date of registration of SP39994 and terminating on 5/12/2088

(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 negatived or modified herein,

(ii) set forth in the Memorandum lodged 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: **25 OCT 1991**

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

OFFICE USE ONLY

**5-12-2088**

Purchase: **NO**      Renewal: **NO**

EXECUTION Note (1): Signed in my presence by the lessor who is personally known to me

Signature of Lessor

Signature of Witness

Name of witness (BLOCK LETTERS)

Address and occupation of witness

Note (1): Signed in my presence by the lessee who is personally known to me

Signature of lessee

Name of witness (BLOCK LETTERS)

Address and occupation of witness

TO BE COMPLETED BY LODGING PARTY Note (1) and (2)

LOGGED BY: **FREEHILL, HOLLINGDALE & PAGE SOLICITORS**  
 MLC CENTRE, MARTIN PLACE SYDNEY 2000  
 TELEPHONE: 225-5000  
 Ref. Delivery Box Number: **DELIVERY BOX 27C DX 361 SYDNEY**

LOCATION OF DOCUMENTS

CT OTHER

Herewith

In L T O with

Produced by

OFFICE USE ONLY

Checked: **02**      Passed: **1/2**

Signed: \_\_\_\_\_

REGISTERED **29 OCT 1991**

Secondary Directions

Delivery Directions: **DWP, 27C**

OFFICE USE ONLY

RP 1.

STAMP DUTY

E17346



**LEASE**

REAL PROPERTY ACT, 1900  
 (To be lodged in duplicate)

(See Instructions for Completion issued as Form RP 181)

	of		
L	\$	R	/

DESCRIPTION OF LAND  
 Note (a)

Torrens Title Reference	LAND of which LESSOR is registered proprietor If Part or Premises, See Note (a) (ii)	Location
Folio Identifier CP/SP39994  Folio Identifier 424/811583	WHOLE	SYDNEY

LESSOR  
 Note (b)

SYDNEY CCVE REDEVELOPMENT AUTHORITY of 80 George Street, The Rocks, Sydney

LESSEE  
 Note (b)

THE PROPRIETORS - STRATA PLAN NO 39994 of 98 Gloucester Street, Sydney  as joint tenants/tenants-in-common	OFFICE USE ONLY
---	-----------------

Note (c)

Note (h)  
 PRIOR ENCUMBRANCES

The land and above described, subject to the following PRIOR ENCUMBRANCES

1. Nil
- 2.
- 3.

Note (d)  
 TERM

for a TERM of \_\_\_\_\_ commencing on \_\_\_\_\_ and TERMINATING on \_\_\_\_\_  
 the date of registration of SP39994 and terminating on 5/12/2088

Note (f)  
 Note (g)  
 Note (h)

(with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause (a) 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, 1915 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.

OFFICE USE ONLY	
Purchase	Renewal

Date **25 OCT 1991**

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

EXECUTION  
 Note (i)

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  
 Signature of Lessor

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  
 Signature of Lessee

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

LOADED BY FREEHILL, HOLLINGDALE & PAGE SOLICITORS MLC CENTRE, MARTIN PLACE SYDNEY 2000 TELEPHONE: 225-5000 Ref. DELIVERY BOX 27C DX 361 SYDNEY		LOCATION OF DOCUMENTS	
		CT	OTHER
			Herewith In L.T.O. with Produced by
Checked	Passed	REGISTERED -19	Secondary Directions
		29 OCT 1991	
Signed	Extra Fee		Delivery Directions

OFFICE USE ONLY



Annexure "A" to the Lease between Sydney Cove Redevelopment Authority and  
The Proprietors - Strata Plan No. 39994 dated 25 OCT 1991

Part 1

Interpretation

1.1 Definitions

In this Lease, unless the contrary intention appears:

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

"Building" means the building constructed within the Land.

"By-Laws" means the by-laws current from time to time in respect of the Strata Scheme.

"Common Property" means the common property in the Strata Scheme.

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

"Land" means Lot 42 in Deposited Plan 792616.

"Lease" means this lease.

"Lessee" means the lessee and where not repugnant to the context its agents, employees, invitees and licensees.

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

"Lessee's Plant" means any fittings, plant, equipment or other articles constructed or installed in or fixed to the Premises by Mirvac Projects Pty Limited before the commencement of the Term or by the Lessee during the Term.

"Lessor" means Sydney Cove Redevelopment Authority, its successors and assigns permitted under section 34 of the Act and where not repugnant to the context its agents, employees, invitees and licensees.

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

"Minister" means the Minister administering Sydney Cove Redevelopment Authority Act, 1968 and the Government of the State of New South Wales.

"Occupier" means a person in lawful occupation of a Lot.

"Parcel" means the Common Property and the Lots.

"Premises" means the premises described on the front page of this Lease.

"Proprietor" means a registered proprietor of a Lot.

"Rates and Taxes" means all rates, taxes, assessments, charges, duties and fees imposed by any Governmental Agency in respect of the Premises together with any interest, fines and penalties in connection with any of them.

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

"Strata Plan" means the leasehold strata plan registered in respect of the Stratum.

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

"Stratum" means Lot 424 in Deposited Plan 811583.

"Term" means the term of this Lease commencing and terminating on the respective dates referred to on the front page of this Lease.

"Umbrella Agreement" means the agreement, as varied from time to time, regulating certain matters affecting the Land and the Building between the Lessor and other parties a copy of which agreement in its original form will be registered in the General Registry of Deeds.

### 1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Lease;
- (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 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 Lease;
- (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;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it;
- (i) an agreement on the part of two or more persons binds them jointly and severally;
- (j) a reference to an association or body which has ceased to exist includes the organisation established in the place of the association or body to serve substantially the same purposes; and
- (k) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in the place of the association or body to serve substantially the same purposes.

### 1.3 Exclusion of implied covenants and powers

No covenant or power implied in leases under sections 84, 84A, 85, 133, 133A and 133B of the Conveyancing Act, 1919 applies or is implied in this Lease except to the extent it is included in the provisions of this Lease.

B

- 3 -

**1.4 Unenforceability of provisions**

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

**Part 2**

**Rent and other payments**

**2.1 Rent**

The Lessee must pay to the Lessor a rent of \$1.00 for the whole of the Term and that payment is acknowledged.

**2.2 Rates and Taxes**

The Lessee must pay on time Rates and Taxes.

**2.3 No liability to be imposed on Lessor**

The Lessee must not without the prior written consent of the Lessor do or permit anything which might impose on the Lessor any liability of the Lessee in respect of the Premises.

**Part 3**

**Use of Premises by Lessee**

**3.1 Requirements of Governmental Agencies**

The Lessee must use all reasonable endeavours to ensure prompt compliance with all laws relating to the Parcel including, without limitation, any requirements, notices or orders of any Governmental Agency.

**3.2 Alterations to Premises**

The Lessee may not alter or permit a Proprietor or Occupier to alter the Premises without the prior written consent of the Lessor, unless the alteration will not be visible from outside the Premises and will not affect the structure of the Building.

**3.3 Signs and advertising**

The Lessee must obtain the prior written consent of the Lessor to affix or exhibit or consent to any application by a Proprietor or Occupier to affix or exhibit any sign, light, embellishment, advertisement, name or notice on or to the Parcel, unless it will be inside the Parcel, will not be visible from outside the Parcel and does not contravene any other provision of this Lease. The Lessor's consent is at the absolute discretion of the Lessor and may be withheld or granted conditionally or unconditionally.

**3.4 Fire control**

(a) The Lessee must:

- (1) consult with any relevant Governmental Agency as to the appropriate fire alarm and fire sprinkler system and programme for the Parcel;
- (2) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Parcel to the satisfaction of all relevant Governmental Agencies; and
- (3) ensure compliance with fire laws in respect of the Parcel.

3

- 4 -

(b) The Lessor is not responsible if the Lessee does not comply with clause 3.4(a) or for the adequacy of any fire alarm or sprinkler system or programme in the Building.

**3.5 Light from Premises**

The Lessee must not cause or permit any light from the Premises which may in the reasonable opinion of the Lessor result in any nuisance or a hazard to the public.

**3.6 Heavy equipment**

The Lessee must not bring or permit to be brought into the Premises any heavy article which might cause any structural damage to the Building.

**3.7 Rules of area**

The Lessee must use all reasonable endeavours to ensure that any rules of the Lessor relating to the area known as The Rocks and applicable to the Parcel are observed.

**3.8 Lessor may inspect**

The Lessor may at any time on giving the Lessee reasonable notice enter the Premises to find out if the Lessee is complying with the Lessee's Covenants or to exercise the Lessor's rights under this Lease or the lease of a Lot granted by the Lessor.

**3.9 Damage to Premises**

The Lessee must promptly give written notice to the Lessor of damage to the Premises which may materially diminish the value of the Parcel.

**3.10 Management of Premises**

The Lessee must use all reasonable endeavours to ensure that the Premises are efficiently managed to a standard appropriate for first class residential apartment premises in the central business district of Sydney.

**3.11 Undisturbed occupation**

While duly and punctually observing the Lessee's Covenants the Lessee may, subject to clause 3.8, peaceably possess and enjoy the Premises without disturbance from the Lessor or any other person lawfully claiming through the Lessor.

**Part 4**

**Maintenance**

**4.1 Refurbishment**

(a) The Lessee must at its own expense and at intervals of not more than 15 years computed from the commencement of the Term refurbish the Premises so that they are re-established to a standard appropriate for first class residential apartment premises in the central business district of Sydney.

(b) The Lessee must obtain the approval of any Governmental Agency necessary for the carrying out of the refurbishment.

**4.2 Maintenance**

Without limiting clause 4.1, the Lessee must keep the Premises in good tenantable repair to a standard appropriate for first class residential apartment premises in the central business district of Sydney, having regard to the age of the Premises and the effect of fair wear and tear.

**4.3 Cleaning by Lessee**

The Lessee must keep the Premises clean and free from rubbish.

**Part 5**

**Insurance**

**5.1 Building and other insurance**

- (a) The Lessee must comply with section 115(2) of the Act.
- (b) The Lessee must comply with section 116 of the Act and must ensure that the policy effected under that section indemnifies the Lessee in respect of all its liabilities under Part 6.
- (c) The policy effected by the Lessee under section 116(1)(b) of the Act must be for an amount of not less than \$10 million for any one occurrence or for any other amount which the Lessor from time to time reasonably prescribes.

**5.2 Policies**

In respect of any policy of insurance required under this Lease, the Lessee must :

- (a) ensure that the interests of the Lessor and Minister are covered where applicable; and
- (b) lodge promptly with the Lessor a duplicate or certified copy of the policy, each renewal certificate and each endorsement.

**5.3 Full disclosure**

The Lessee must use all reasonable endeavours to ensure that true and complete information is given in any proposal for insurance of all matters which are relevant to the proposal.

**5.4 Insurance not to be avoided**

The Lessee must not do or permit anything which prejudices any insurance required under this Lease.

**5.5 Proceedings by Lessor**

The Lessor in its own name and as the attorney of the Lessee may institute proceedings against any insurer which issues a policy of insurance required to be effected under clause 5.1.

**Part 6**

**Release and Indemnity**

**6.1 Lessee's assumption of responsibilities**

The Lessee agrees to be subject to the same responsibilities as those to which it would be subject in respect of persons and property if, during the Term, it was the registered proprietor and occupier of the freehold of the Premises.

**6.2 Release and indemnity**

Without limiting clause 6.1, the Lessee:

- (a) agrees to occupy, use and keep the Premises at the Lessee's own risk; and

- (b) releases, to the extent permitted by law and within its power, and indemnifies the Lessor and the Minister from and against claims and demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person in or near the Parcel.

### 6.3 Insurance shortfall

The fact that the proceeds of the insurance policies referred to in Part 5 do not fully indemnify the Lessor or the Minister does not affect the amount of the Lessee's indemnity under clause 6.2.

## Part 7

### General

#### 7.1 Lessor may remedy Lessee's default

- (a) If the Lessee does not pay any money or do any thing for 28 days after the date the Lessee has agreed to pay or do the thing the Lessor may, on the expiry of that period or earlier in the case of an emergency, pay the money or do the thing and enter the Premises and remain there for the purpose of doing the thing.
- (b) Without limiting clause 7.6, the Lessee indemnifies the Lessor against any expense or liability incurred by the Lessor in the exercise of the Lessor's rights under clause 7.1(a).

#### 7.2 Interest on money due

- (a) The Lessee must pay the Lessor on demand interest on any money due to the Lessor under this Lease at the rate of 2 per cent per annum above the highest overdraft rate of interest from time to time charged by State Bank of New South Wales Limited or, if that rate is not available, the rate the Lessor reasonably determines is appropriate.
- (b) The interest payable under clause 7.2(a) must be computed from and including the due date for payment to but excluding the date of payment of the money in respect of which the interest is payable.

#### 7.3 Dispute resolution

- (a) If a dispute arises between the parties in connection with this Lease other than in connection with the giving of an approval or consent of the Lessor in its absolute discretion or in its capacity as a Governmental Agency, the parties undertake in good faith to use all reasonable endeavours to resolve the dispute.
- (b) If a party has given to the other party written notice of a dispute and the parties are unable to resolve the dispute within 14 days after the service of the notice, the dispute must be submitted for resolution under clauses 7.3(c) to 7.3(i) (inclusive).
- (c) If a party wishes to submit a dispute for resolution it must give written notice to the other party of its wish to do so within 7 days immediately following the period referred to in clause 7.3(b) has expired and the parties must endeavour to agree on and then jointly appoint and refer the dispute for resolution by a Senior Lawyer.
- (d) If the parties cannot agree under clause 7.3(c) within 7 days of the giving of the notice under clause 7.3(c), either party may request the President of the Bar Association of New South Wales to appoint a Senior Lawyer to determine the dispute.

- 7 -

- (e) An appointed Senior Lawyer acts as an expert and not as an arbitrator and the Senior Lawyer's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.
- (f) Within 7 days of written request by the Senior Lawyer, each party must provide to the Senior Lawyer and the other party all relevant 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 party makes a written submission to the Senior Lawyer, it must at the same time provide a copy of the submission to the other party.
- (g) The Senior Lawyer may appoint an expert consultant to advise on any aspect of the dispute.
- (h) The Senior Lawyer must resolve the dispute and notify the parties in writing of the resolution within 1 month from the date of the Senior Lawyer's appointment or within such other period as the Senior Lawyer reasonably determines.
- (i) Neither party may commence or maintain any action whether by way of legal proceedings or arbitration relating to a dispute until it has been resolved under this clause.

**7.4 Lessor's position as Governmental Agency**

The Lessee acknowledges that nothing in this Lease in any way restricts or otherwise affects the Lessor's unfettered discretion as to the use of its statutory powers as a Governmental Agency.

**7.5 Waiver and variation**

A provision of this Lease or a right under this Lease is only waived or varied if the waiver or variation is in writing signed by the party to be bound.

**7.6 Lessor's expenses**

The Lessee must pay all expenses reasonably and properly incurred by the Lessor in respect of any application for the consent or approval of the Lessor under this Lease, any breach of the Lessee's Covenants or the exercise of any right of the Lessor under this Lease including, without limitation, expenses incurred with professional consultants.

**7.7 Compliance with Lessee's Covenants**

The Lessee must comply with the Lessee's Covenants at its sole risk and expense.

**7.8 Yielding Up**

- (a) During the period of 6 months immediately preceding the termination of this Lease by effluxion of time the Lessee may, with the consent of the Lessor, remove from the Premises the Lessee's Plant.
- (b) No later than on termination of this Lease, the Lessee must:
  - (1) surrender peaceably and yield up the Premises in a condition consistent with compliance with the Lessee's Covenants;
  - (2) remove from the Premises any movable articles not forming part of the Lessee's Plant; and
  - (3) repair any damage caused by removal of the Lessee's Plant or the property referred to in clause 7.8(b)(2).

- (c) If the Lessor does not give its consent to the removal of any part of the Lessee's Plant under clause 7.8(a), the Lessor must purchase that part by paying to the Lessee in respect of that part an amount equal to the excess of the value of that part after removal from the Premises over the likely cost of the removal. If a dispute arises under this clause 7.8(c) it must be resolved under clause 7.3.

**7.9 Umbrella Agreement**

The Lessee must become a party to the Umbrella Agreement within 2 months from the commencement of the Term.

**7.10 Entire agreement**

This Lease and the Umbrella Agreement comprise the entire agreement between the parties in respect of their subject matter.

**7.11 Further construction**

The Lessee acknowledges that after the commencement of the Term further building work on the Building may be carried out to complete the Building and the Lessee must not object to that work.

**7.12 Easements**

- (a) The Lessee acknowledges that at the date of this Lease there may not have been established all the rights which may be required under the Umbrella Agreement or for the general good management of the Land and the Building and, in particular:

- (1) all the easements, restrictions on use and positive covenants in relation to the Land and the Building may not have been created;
- (2) all the agreements and arrangements in relation to the Land and the Building may not have been entered into;
- (3) all the rights and privileges in relation to the Land and the Building may not have been granted; and
- (4) all necessary dedications of land may not have been made.

- (b) The Lessee must not object to the establishment of any right referred to in clause 7.12(a) unless that establishment would substantially lessen the Lessee's enjoyment of the Lessee's rights under this Lease.

- (c) If required by the Lessor, the Lessee must consent to the establishment of any right referred to in clause 7.12(a) unless that establishment would substantially lessen the Lessee's enjoyment of the Lessee's rights under this Lease and execute any document necessary to give effect to the establishment of that right.

**7.13 No compensation under the Act**

The Lessee is not entitled to receive compensation under section 37(1)(c) of the Act from the Lessor on the expiry or earlier determination of this Lease.

- 9 -

7.14 Supervening legislation

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

7.15 Minister's approval

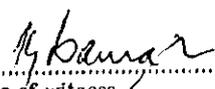
The Lessor confirms that before execution of this Lease the Lessor obtained the approval of the Minister to the grant and the provisions of this Lease.

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

EXECUTED as a deed

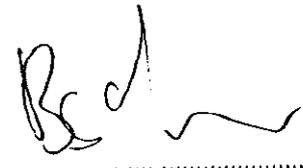
Signed by ROBERT STUART MITCHELL as  
delegate of SYDNEY COVE REDEVELOPMENT  
AUTHORITY in the presence of:

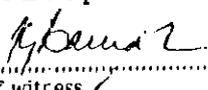
  
.....

  
.....  
Signature of witness

JOHN GERARD DAVIDSON  
Name of witness (block letters)  
  
80 George Street, The Rocks, Sydney  
Address of witness  
  
Property Manager  
Occupation of witness

SIGNED pursuant to section 7(3) of the Strata  
Titles (Leasehold) Act, 1986 for and on behalf  
of THE PROPRIETORS - STRATA PLAN NO.  
39994 by ROBERT STUART MITCHELL as  
delegate of SYDNEY COVE REDEVELOPMENT  
AUTHORITY in the presence of:

  
.....

  
.....  
Signature of witness

JOHN GERARD DAVIDSON  
Name of witness (block letters)  
  
80 George Street, The Rocks, Sydney  
Address of witness  
  
Property Manager  
Occupation of witness

This and the preceding 9 pages comprise the Annexure "A" referred to in the Lease between Sydney Cove Redevelopment Authority and The Proprietors - Strata Plan No. 39994 dated 25 OCT 1991



Form: 15CH  
Release: 1:0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AM730461M**

**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/SP39994			
	(B) LODGED BY	<table border="1"> <tr> <td>Document Collection Box <b>1024D</b></td> <td>Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors Suite 5:01, Level 5, 151 Castlereagh St LLPN 123 732S Sydney NSW 2000 Reference: Strata Plan no.39994</td> <td>CODE <b>CH</b></td> </tr> </table>	Document Collection Box <b>1024D</b>	Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors Suite 5:01, Level 5, 151 Castlereagh St LLPN 123 732S Sydney NSW 2000 Reference: Strata Plan no.39994
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(C) The Owners-Strata Plan No. 39994 certify that pursuant to a resolution passed on 27/3/2017 and

(D) in accordance with the provisions of Section 110 of the Strata Schemes Management Act 2015

the by-laws are changed as follows—

(E) Repealed by-law No. \_\_\_\_\_

Added by-law No. Special by-law 48 (see page 50)

Amended by-law No. \_\_\_\_\_

as fully set out below:

See Annexure "A" attached.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 39994 was affixed on 14/9/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Michael McCormack

Authority: Strata Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



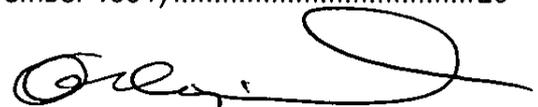
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**This is Annexure 'A' to Consolidation of by-laws for Owners Strata Plan No. 39994**

**Consolidated By-Laws for Strata Plan No. 39994**

Contents

1. Noise .....	5
2. Vehicles .....	5
3. Obstruction of common property .....	5
4. Damage to lawns and plants on common property.....	5
5. Damage to common property.....	5
6. Behaviour of owners and occupiers .....	6
7. Children playing on common property in building.....	6
8. Behaviour of invitees.....	6
9. Depositing rubbish and other material on common property.....	6
10. Drying of laundry items .....	6
11. Cleaning windows and doors .....	6
12. Storage of inflammable liquids and other substances and materials .....	6
13. Moving furniture and other objects on or through common property.....	6
14. Floor coverings .....	7
15. Garbage disposal.....	7
16. Keeping of animals .....	7
17. Appearance of lot.....	7
18. Notice-board .....	8
19. Change in use of lot to be notified.....	8
Special By-law 1 .....	8
Special By-Law 2 .....	9
Special By-Law 3 .....	10
Special By-Law 4 .....	11
Special By-Law 5 .....	11
Special By-Law 6 .....	12
Special By-Law 7 .....	12
Special By-Law 8 – Interpretation (passed 7 November 1991).....	24
Special By-Law 9 – Behaviour by lessees and occupiers (passed 7 November 1991).....	25
Special By-Law 10 – Compliance with by-laws (passed 7 November 1991).....	25
Special By-Law 11 – Compliance with laws (passed 7 November 1991).....	26
Special By-Law 12 – Compliance with Lease and Umbrella Agreement (passed 7 November 1991).....	26
Special By-Law 13 – Condition of a lot (passed 7 November 1991).....	26



Special By-law 14 – Appearance of a lot (passed 7 November 1991) .....	26
Special By-Law 15 – Damage to common property (passed 7 November 1991) .....	26
Special By-Law 16 – Moving of certain articles (passed 7 November 1991) .....	27
Special By-Law 17 – Security of common property (passed 7 November 1991) .....	27
Special By-Law 18 – Notification of defects (passed 7 November 1991) .....	27
Special By-Law 19 – Compensation to body corporate (passed 7 November 1991) .....	27
Special By-Law 20 – Restricted use of common property (passed 7 November 1991) .....	27
Special By-Law 21 – Security Keys (passed 7 November 1991) .....	28
Special By-Law 22 – Garbage (passed 7 November 1991) .....	28
Special By-Law 23 – Storage of flammable liquids (passed 7 November 1991) .....	28
Special By-Law 24 – Insurance premiums (passed 7 November 1991) .....	28
Special By-Law 25 – Signs (passed 7 November 1991) .....	28
Special By-Law 26 – Light (passed 7 November 1991) .....	29
Special By-Law 27 – Animals (passed 7 November 1991) .....	29
Special By-Law 28 – Fire control (passed 7 November 1991) .....	29
Special By-Law 29 – Rules of the area (passed 7 November 1991) .....	29
Special By-Law 30 – Consent of body corporate (passed 7 November 1991) .....	29
Special By-Law 31 – Complaints and applications (passed 7 November 1991) .....	30
Special By-Law 32 – Loading dock and Lift No. 5 (passed 7 November 1991) .....	30
Special By-Law 33 – Swimming Pool Area (passed 7 November 1991) .....	30
Special By-Law 34 – Gymnasium (passed 7 November 1991) .....	30
Special By-Law 35 – Management agreement (passed 7 November 1991) .....	30
Special By-Law 36 – Obstruction of Building Manager (passed 7 November 1991) .....	31
Special By-Law 37 – Power of body corporate to enter into certain other agreements (passed 7 November 1991) .....	31
Special By-Law 38 – Restriction on use (passed 7 November 1991) .....	32
Special By-Law 39 – Power of body corporate to enter agreement re bmu (passed 7 November 1991) .....	32
Special By-law 1 (passed 23 March 1992) .....	32
Special By-law 40 (passed 11 October 1993) .....	35
Special By-law 41 – Door Maintenance (passed 28 February 2005) .....	36
Special By-law 42 – Building Work or Alterations (passed 30 March 2009, amended 15 March 2010) .....	37
Special By-law No. 43 – Floor coverings (passed 15 March 2010) .....	42
Special By-law No. 44 – Access to Lots for maintenance and repairs to common property and for fire safety inspections (passed 25 March 2013) .....	42
Special By-law No. 45 – Fire Safety Equipment and False Alarm Call-Outs (passed 25 March 2013) .....	43
Special By-law 46 – Works – Lot 5 (passed 26 March 2015) .....	44

Special By-law 47 – Exclusive Use by-law for past works to common property – Lots 163 & 164 (passed 29 April 2016) ..... 49

Special By-law 48 – Minor Renovation by Owners – Delegation of Function (Passed 27 March 2017)..... 50

**1. Noise**

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**2. Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

**3. Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**4. Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

**5. Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

**6. Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**7. Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**8. Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**9. Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**10. Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**11. Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

**12. Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**13. Moving furniture and other objects on or through common property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to

the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

#### **14. Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15. Garbage disposal**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

#### **16. Keeping of animals**

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### **17. Appearance of lot**

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

## 18. Notice-board

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

## 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. In special by-laws 1 to 7, unless a contrary intention appears:

**"Air Conditioning Plant"** means air conditioning plant and associated pipes, wires, cables and ducts.

**"Exclusive Use Area A"** means the part of the common property designated "(a)" on the plan annexed to the instrument creating this by-law marked "A".

**"Exclusive Use Area B"** means the part of the common property designated "(b)" on the plan annexed to the instrument creating this by-law marked "A".

**"Exclusive Use Area C"** means the part of the common property designated "(c)" on the plan annexed to the instrument creating this by-law marked "A".

**"Exclusive Use Area D"** means the part of the common property designated (d) on Plan A.

**"Exclusive Use Area E"** means the part of the common property designated (e) on Plan A.

**"Exclusive Use Area F"** means the part of the common property designated (f) on Plan A.

**"Exclusive Use Area G"** means the part of the common property designated (g) on Plan A.

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

**"Naming Rights"** means the sole right to determine the name by which the parcel is known from time to time.

**"Plan A"** means the plan annexed to the instrument creating this by-law marked "A".

1.2 In special by-laws 1 to 7, 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**

- 2.(1) Notwithstanding any other by-law the lessee of lot 145 is entitled to the exclusive use and enjoyment of Exclusive Use Area A together with the special privilege to operate the business of letting serviced apartments on Exclusive Use Area A on the following conditions:
- (a) the lessee is entitled to install equipment on Exclusive Use Area A including, without limitation, equipment in connection with the operation of the business of letting serviced apartments and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
  - (b) the lessee is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area A excluding any maintenance or repair of a structural nature for which the body corporate is responsible;
  - (c) the body corporate may enter Exclusive Use Area A at a reasonable time on notice given to the lessee of lot 145, for the purpose of discharging its responsibility under paragraph (b);
  - (d) the lessee must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law; and
  - (e) this by-law may not be amended, added to or repealed without the written consent of the lessee.
- 2.(2) Notwithstanding any other by-law the lessee of lot 145 is entitled to the Naming Rights and for that purpose is entitled on the following conditions to the special privilege to erect and use a sign on Exclusive Use Area G on the following conditions:
- (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of any sign erected under this by-law;
  - (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area G; and

- (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair any sign erected under this by-law and must promptly make good any damage to Exclusive Use Area G caused by the erection, maintenance, repair or removal of a sign;
- 2.(3) Notwithstanding any other by-law the lessee of lot 145 is entitled to the to the exclusive use and enjoyment of Exclusive Use Area D together with the special privilege to erect and use on Exclusive Use Area D a sign indicating the lessee's name, a name under which the lessee carries on business, the occupier's name or the name under which the occupier carries on business on:
- (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of any sign erected under this by-law;
  - (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area D; and
  - (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair any sign erected under this by-law and must promptly make good any damage to Exclusive Use Area D caused by the erection, maintenance, repair or removal of a sign.

### **Special By-Law 3**

3. Notwithstanding any other by-law the lessees of lots 145 to 153 are entitled to the exclusive use and enjoyment of Exclusive Use Area B on the following conditions:
- (a) the lessee of lot 145 is entitled to the special privilege to use Exclusive Use Area B for the purpose of providing to the lessees or occupiers of lots 146 to 153 services of any kind in connection with the occupation of those lots;
  - (b) the lessees of lots 146 to 153 are entitled to use Exclusive Use Area B only for the purpose of going to and from their respective lots and using the services provided by the lessee of lot 145;
  - (c) the lessee of lot 145 is entitled to install equipment on Exclusive Use Area B in connection with the provision of the services referred to in paragraph (a) and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
  - (d) the lessee of lot 145 is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area B excluding any maintenance or repair of a structural nature for which the body corporate is responsible;
  - (e) the body corporate may enter Exclusive Use Area B at a reasonable time on notice given to the lessee of lot 145, for the purpose of discharging its responsibility under paragraph (d);
  - (f) the lessee of each of lots 145 to 153 must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law;
  - (g) this by-law may not be amended, added to or repealed without the written consent of the lessee of lot 145;

- (h) this by-law may not be amended, added to or repealed without the written consent of each of the lessees of lot 145 to 153.

#### **Special By-Law 4**

- 4. Notwithstanding any other by-law the lessee of lot 154 is entitled to the exclusive use and enjoyment of Exclusive Use Area C together with the special privilege to operate a business for the provision of food and drinks on and from Exclusive Use Area C on the following conditions:
  - (a) the lessee must obtain the consent of and all necessary permits and licences from any relevant Governmental Agency to the operation of the business;
  - (b) the lessee is entitled to install equipment on Exclusive Use Area C in connection with the operation of the business and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
  - (c) the lessee is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area C excluding any maintenance or repair of a structural nature for which the body corporate is responsible;
  - (d) the body corporate may enter Exclusive Use Area C at a reasonable time on notice given to the lessee of Lot 154, for the purpose of discharging its responsibility under paragraph (c);
  - (e) the lessee must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law;
  - (f) this by-law may not be amended, added to or repealed without the written consent of the lessee.

#### **Special By-Law 5**

- 4. Notwithstanding any other by-law the lessee of a lot referred to in the Schedule to this by-law is entitled to the exclusive use and enjoyment of the Air Conditioning Plant exclusively servicing the lot on the following conditions:
  - (a) a lessee having the benefit of this by-law is responsible for the running costs, maintenance and keeping in a state of good and serviceable repair of the Air Conditioning Plant and for its renewal or replacement if necessary;
  - (b) the lessee must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law or the lessee's use of the Air Conditioning Plant; and
  - (c) the body corporate may notify a lessee in writing that the body corporate intends until further notice to be responsible for maintaining and keeping in a state of good and serviceable repair the Air Conditioning Plant and the following conditions apply in substitution for the lessee's obligations under paragraph (a):

- (i) the lessee must reimburse the body corporate for costs incurred by the body corporate under this by-law; and
- (ii) where 2 or more lessees are liable under this by-law to pay any money to the body corporate or any other person then that money must be paid by the lessees proportionately according to their respective unit entitlements.

### **Schedule**

#### **Lots entitled to Exclusive Use: Lots 1-157.**

#### **Special By-Law 6**

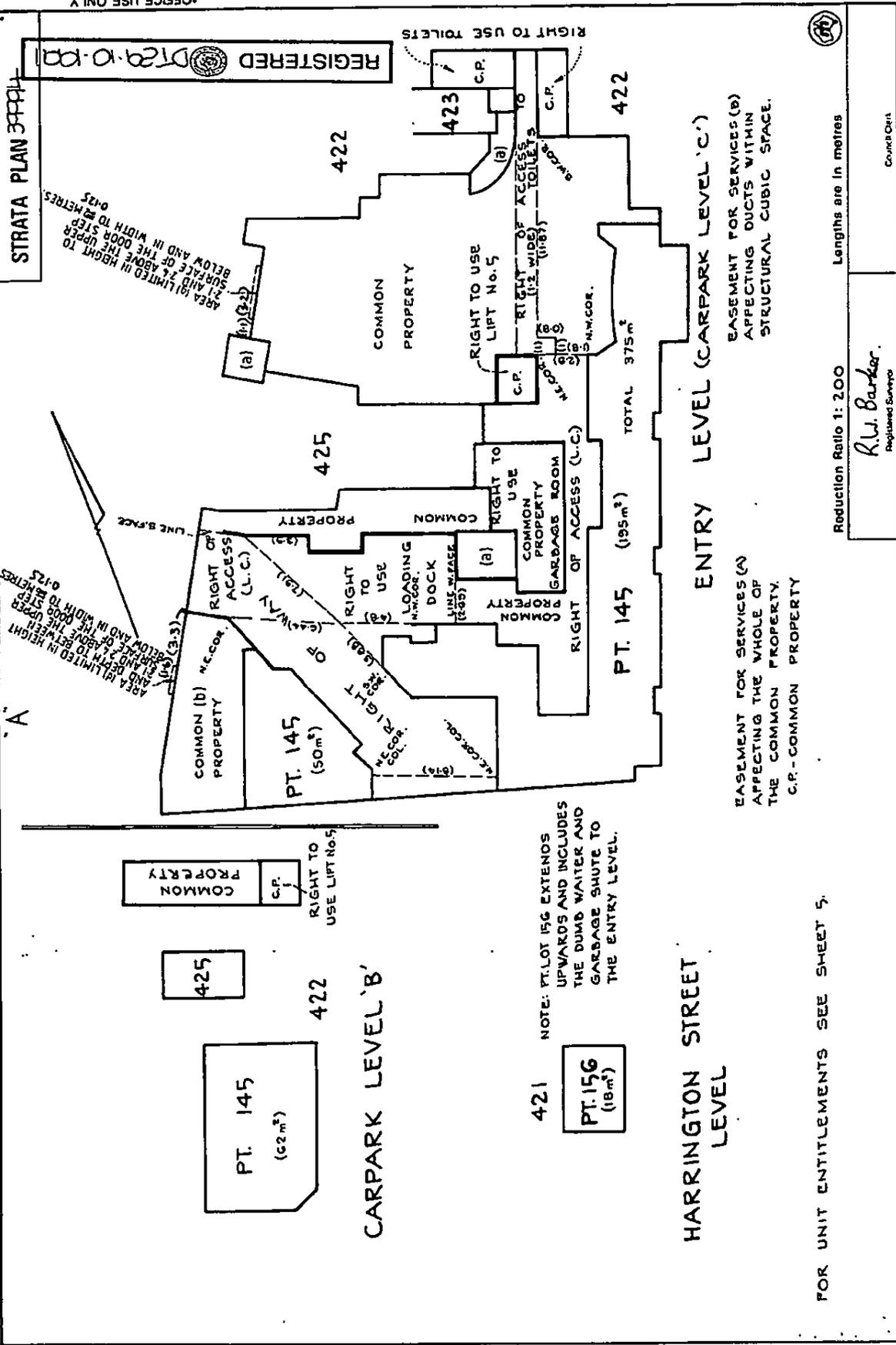
6. Notwithstanding any other by-law the lessee of lot 156 is entitled on the following conditions to the exclusive use and enjoyment of Exclusive Use Area E together with the special privilege to erect and use on Exclusive Use Area E a sign indicating the lessee's name, a name under which the lessee carries on business, the occupier's name or the name under which the occupier carries on business on:
- (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of a sign under this by-law;
  - (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area E; and
  - (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair a sign erected under this by-law and must promptly make good any damage to Exclusive Use Area E caused by the erection, maintenance, repair to removal of a sign.

#### **Special By-Law 7**

6. Notwithstanding any other by-law the lessee of lot 157 is entitled on the following conditions to the exclusive use and enjoyment of Exclusive Use Area F together with the special privilege to erect and use on Exclusive Use Area F a sign indicating the lessee's name, a name under which the lessee carries on business, the occupier's name or the name under which the occupier carries on business on:
- (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of a sign under this by-law;
  - (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area F; and
  - (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair a sign erected under this by-law and must promptly make good any damage to Exclusive Use Area F caused by the erection, maintenance, repair to removal of a sign.

FORM 2  
 Sheet No. 6 of 16 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Reduction Ratio 1: 200

R.W. Barber  
 Registered Surveyor

Council Cert

FOR UNIT ENTITLEMENTS SEE SHEET 5.

FORM 2  
 Sheet No. 7 of 7 Sheets

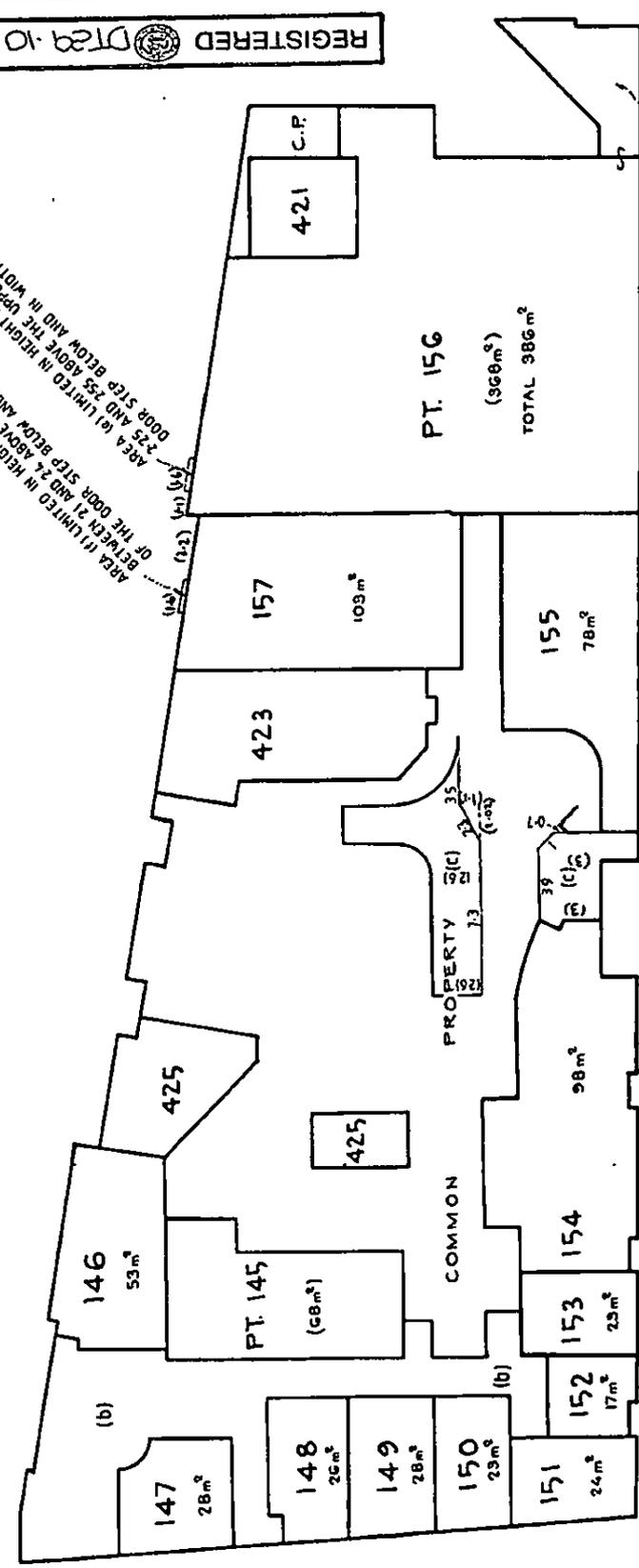
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 399914

OFFICE USE ONLY

REGISTERED  
 DT39-10-1091

AREA LIMITED IN HEIGHT AND DEPTH TO SERVICES BETWEEN 21 AND 24 ABOVE THE UPPER SURFACE OF THE DOOR STEPS BELOW AND IN WIDTH TO GARAGES.  
 AREA LIMITED IN HEIGHT AND DEPTH TO SERVICES 25 AND 25A ABOVE THE UPPER SURFACE OF THE DOOR STEPS BELOW AND IN WIDTH TO GARAGES.



GLOUCESTER STREET LEVEL

EASEMENT FOR SERVICES(A) AFFECTING THE WHOLE OF THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES (B) AFFECTING DUCTS WITHIN STRUCTURAL CUBIC SPACE.

Reduction Ratio 1: 200  
 Lengths are in metres

*R. W. Barber*  
 Registered Surveyor

Concave Chart

R560831 /Doc:SP 0039994 D /Rev:05-Aug-2009 /Src:SC. OR /Pgs:ALL /Prt:21-Apr-2017 16:53 /Seq:7 of 16  
 :17/00935/AB /Src:M

FORM 2  
 Sheet No. 8 of 10 Sheets

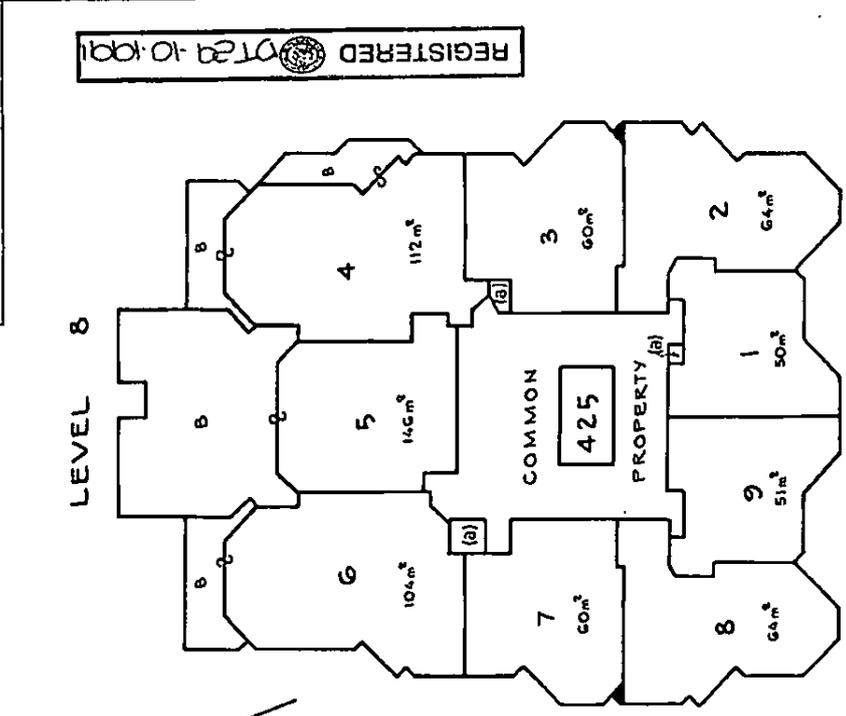
STRATA PLAN 399914

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF UNIT ENTITLEMENTS.

LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.
1	418	41	735	81	473	121	1060	101	1038	101	1038
2	508	42	356	82	485	122	906	102	597	102	597
3	478	43	545	83	575	123	1023	103	650	103	650
4	993	44	567	84	545	124	612	104	545	104	545
5	739	45	463	85	1090	125	635	105	1099	105	1099
6	956	46	545	86	776	126	530	106	170	106	170
7	515	47	545	87	993	127	523	107	106	107	106
8	538	48	515	88	582	128	612	108	108	108	108
9	433	49	1000	89	609	129	582	109	120	109	120
10	426	50	747	90	500	130	1068	110	106	110	106
11	515	51	963	91	493	131	814	111	597	111	597
12	485	52	552	92	582	132	1030	112	66	112	66
13	971	53	575	93	552	133	620	113	320	113	320
14	717	54	470	94	1038	134	642	114	375	114	375
15	933	55	463	95	784	135	536	115	1020	115	1020
16	523	56	552	96	1000	136	530	116	480	116	480
17	545	57	523	97	990	137	620	117	420	117	420
18	440	58	1008	98	612	138	590	118	575	118	575
19	433	59	754	99	508	139	1075	119	575	119	575
20	523	60	971	100	500	140	821	120	575	120	575
21	493	61	560	101	990	141	1038	121	575	121	575
22	978	62	582	102	560	142	597	122	575	122	575
23	724	63	478	103	1045	143	650	123	575	123	575
24	941	64	470	104	791	144	545	124	575	124	575
25	530	65	560	105	1008	145	1099	125	575	125	575
26	552	66	530	106	997	146	170	126	575	126	575
27	448	67	1015	107	620	147	106	127	575	127	575
28	440	68	762	108	515	148	108	128	575	128	575
29	590	69	978	109	508	149	108	129	575	129	575
30	500	70	567	110	597	150	91	130	575	130	575
31	985	71	590	111	567	151	99	131	575	131	575
32	732	72	485	112	1053	152	66	132	575	132	575
33	948	73	478	113	799	153	85	133	575	133	575
34	538	74	567	114	1015	154	320	134	575	134	575
35	560	75	538	115	609	155	375	135	575	135	575
36	455	76	1023	116	627	156	1020	136	575	136	575
37	448	77	769	117	523	157	480	137	575	137	575
38	538	78	985	118	515	158	575	138	575	138	575
39	508	79	575	119	605	159	575	139	575	139	575
40	993	80	997	120	575	160	575	140	575	140	575
		AGG. 100,000									

EASEMENT FOR SERVICES (A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.



REGISTERED  
 DT 29-10-1991

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

Reduction Ratio 1: 200  
 Lengths are in metres  
 R. W. Barber  
 Registered Surveyor  
 STRATA PLAN 399914

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

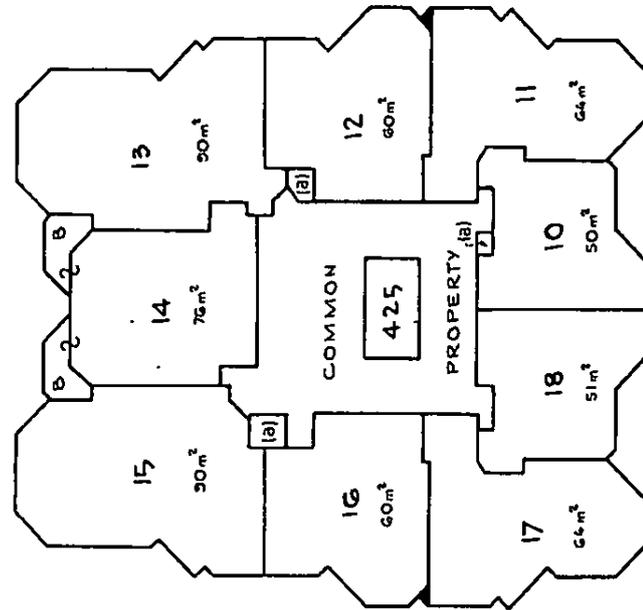
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 STRATA PLAN 399914

OFFICES USE ONLY

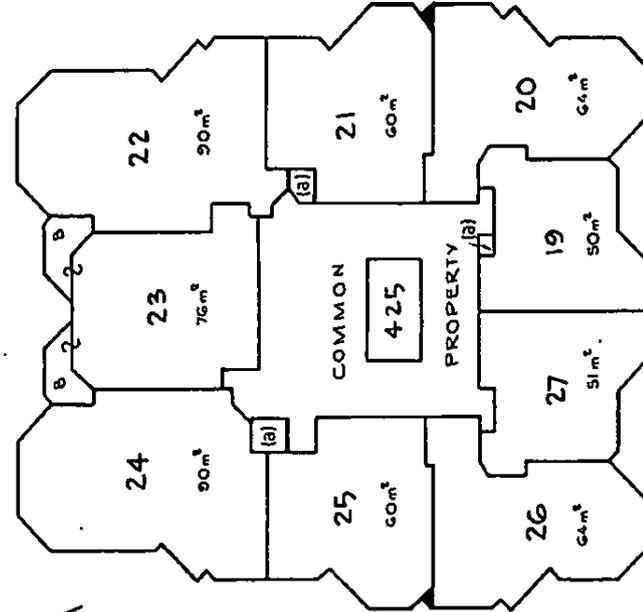
REGISTERED DT29.10.1991

LEVEL 9

LEVEL 10



EASEMENT FOR SERVICES(A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES(B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

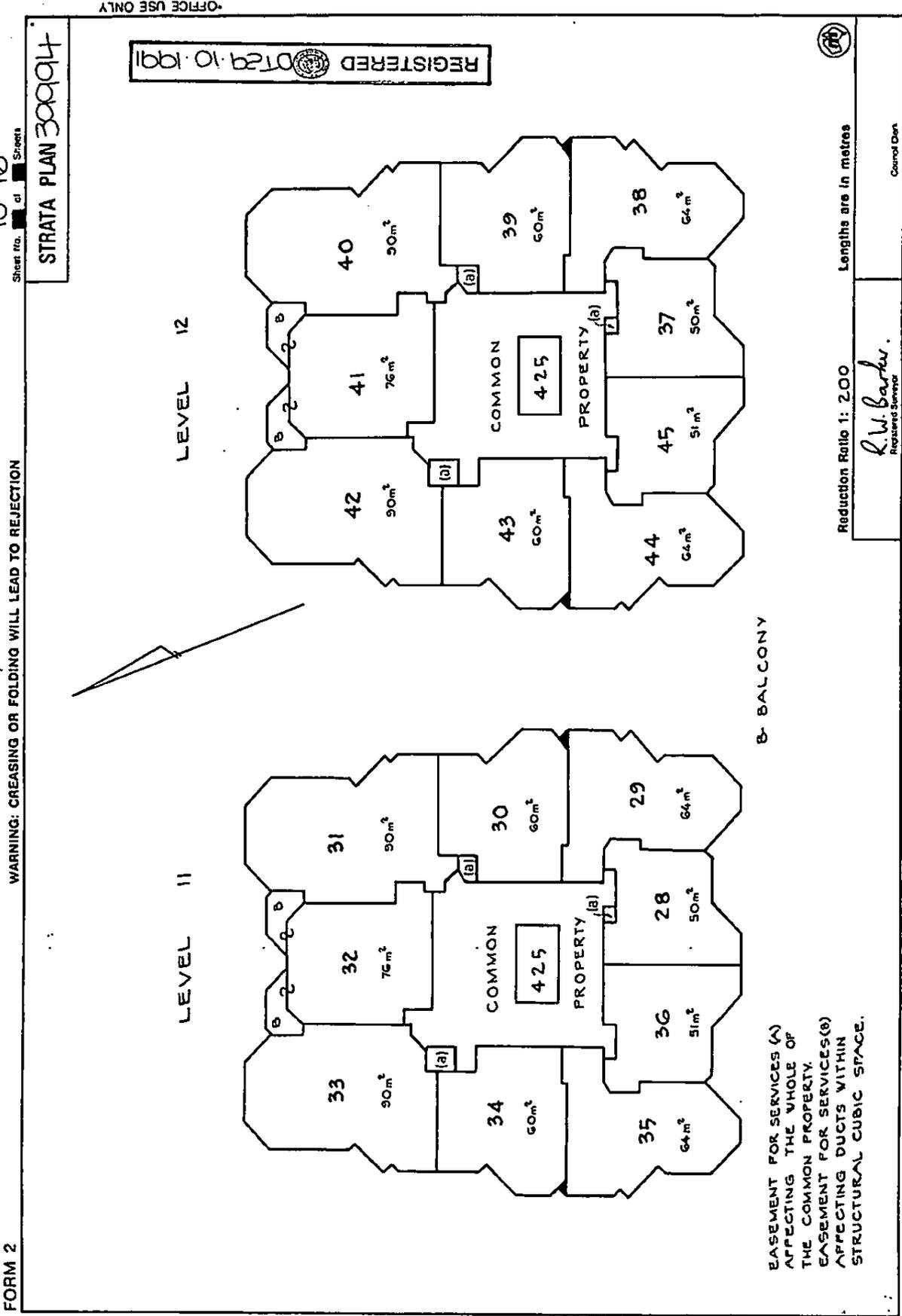


Reduction Ratio 1: 200  
 Lengths are in metres

R.W. Barber  
 Registered Surveyor

Council Clerk

STRATA PLAN 399914



sq:R560831 /Doc:SP 0039994 D /Rev:05-Aug-2009 /Sta:SC.OK /Pgs:ATL /Prt:21-Apr-2017 16:53 /Seq:10 of 16  
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Sheet No. 11 of 16  
 STRATA PLAN 399914

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

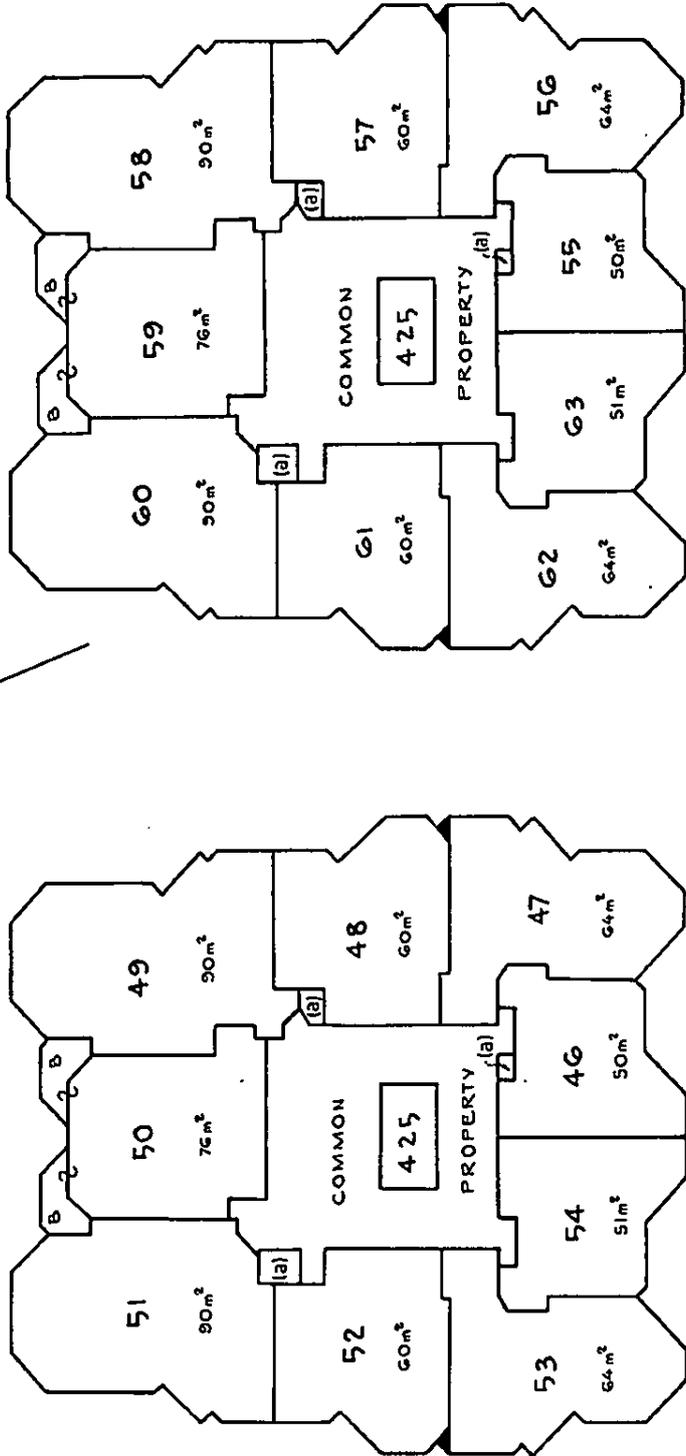
FORM 2

OFFICE USE ONLY

REGISTERED  
 DT 29.10.1991

LEVEL 14

LEVEL 13



B- BALCONY

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

EASEMENT FOR SERVICES (A) AFFECTING THE WHOLE OF THE COMMON PROPERTY. EASEMENT FOR SERVICES (B) AFFECTING DUCTS WITHIN STRUCTURAL CUBIC SPACE.

Reduction Ratio 1: 200 Lengths are in metres

R. V. Barber  
 Registered Surveyor

Council Own

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

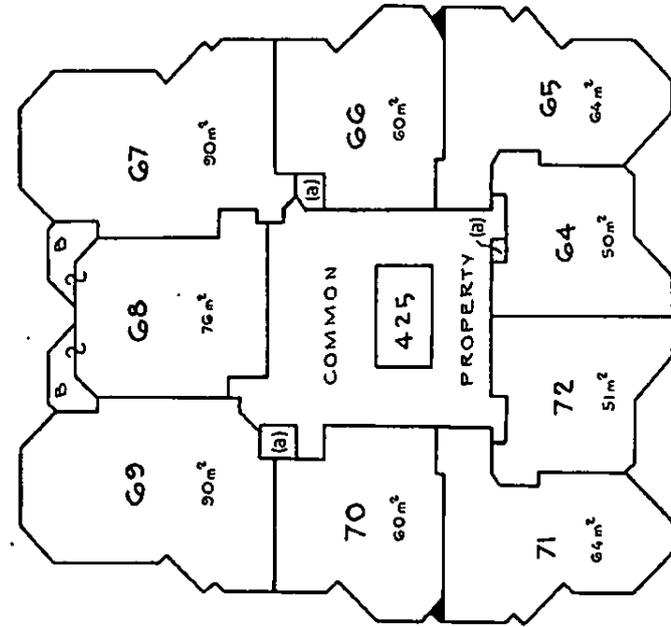
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STRATA PLAN 399914

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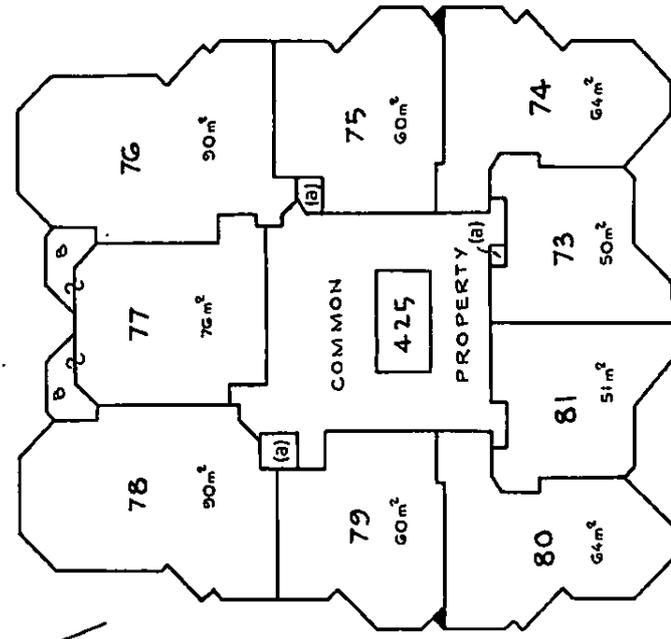
REGISTERED DT29.10.1991

LEVEL 15



EASEMENT FOR SERVICES (A) AFFECTING THE WHOLE OF THE COMMON PROPERTY. EASEMENT FOR SERVICES (B) AFFECTING DUCTS WITHIN STRUCTURAL CUBIC SPACE.

LEVEL 16



Sheet No. 13 of 16 Sheets

STRATA PLAN 300014

-OFFICE USE ONLY

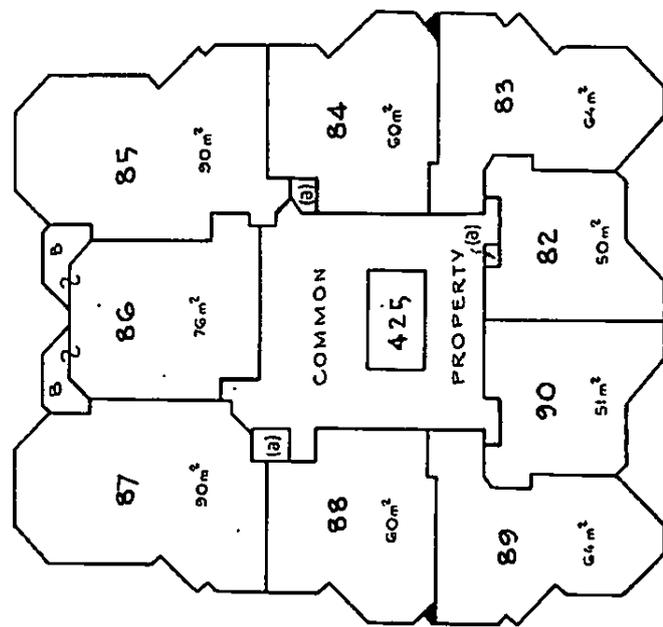
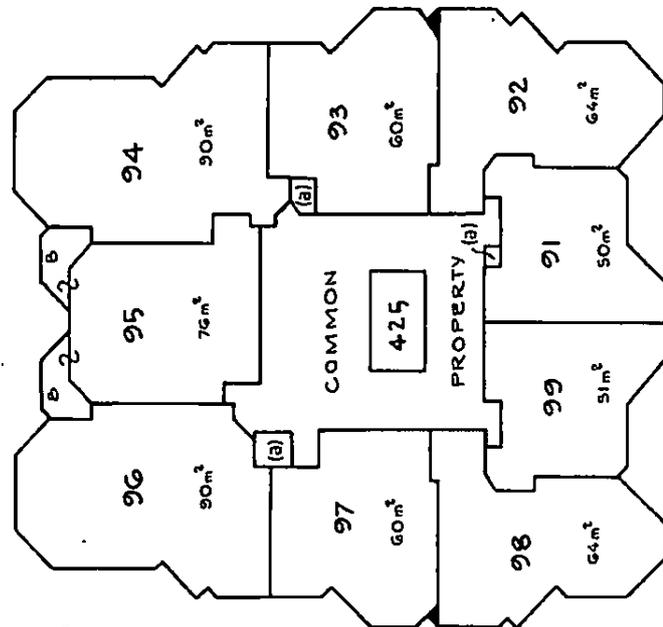
REGISTERED DT29.10.1991

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FORM 2

LEVEL 18

LEVEL 17



8. BALCONY

EASEMENT FOR SERVICES (A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

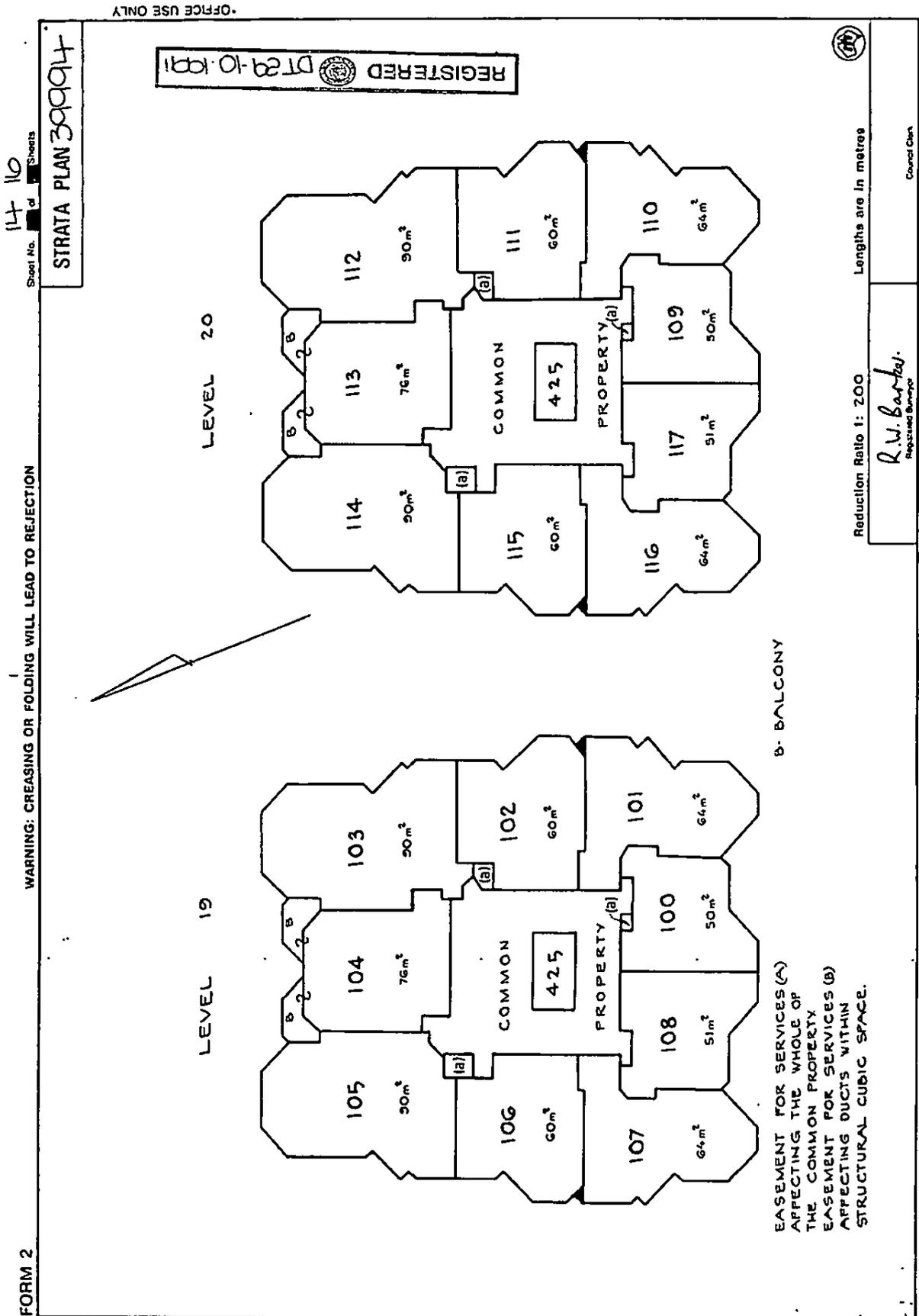
Reduction Ratio 1: 200

R.Y. Bartley  
 Registered Surveyor

SURVEYOR'S REFERENCE: 20-1090-424

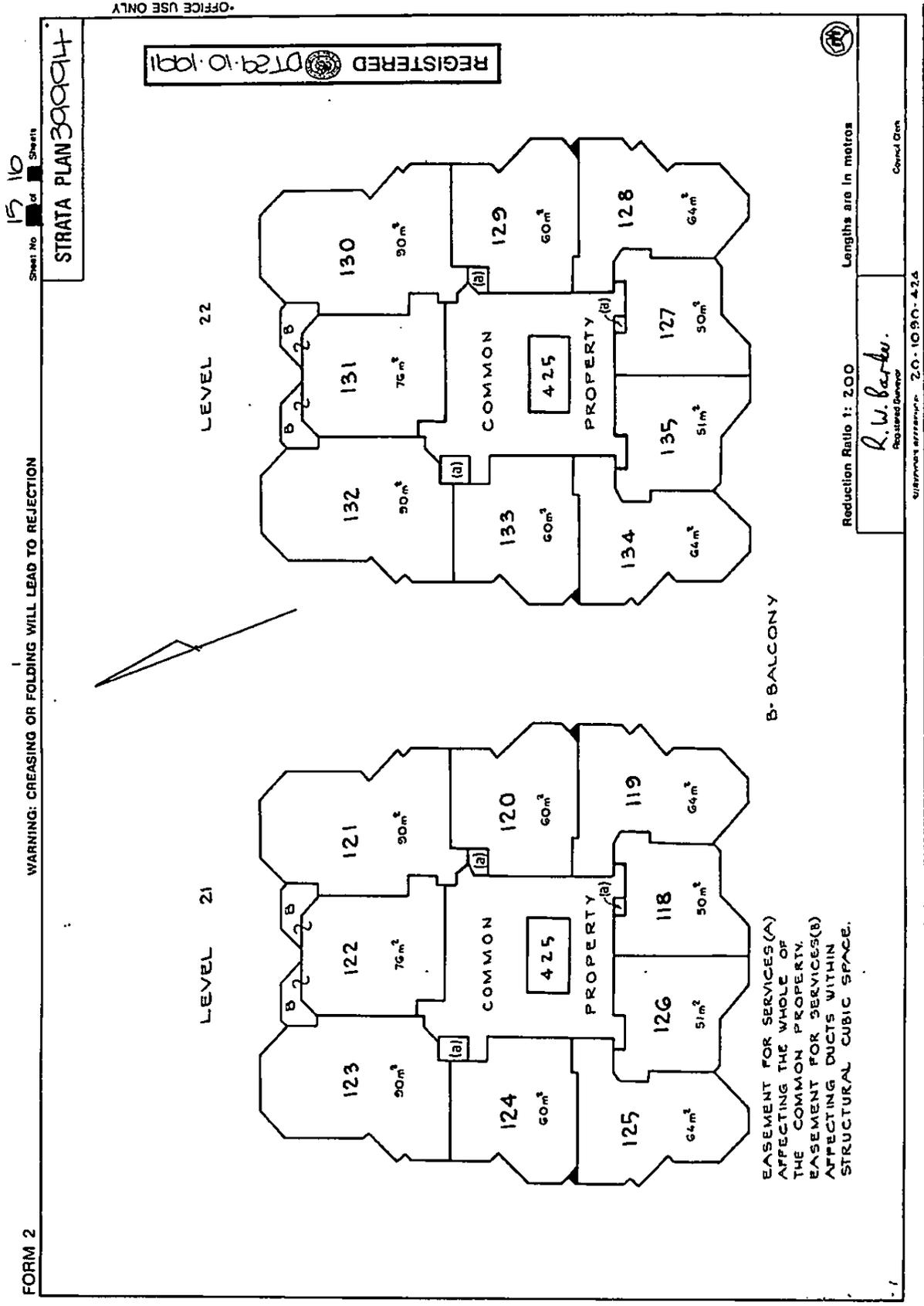
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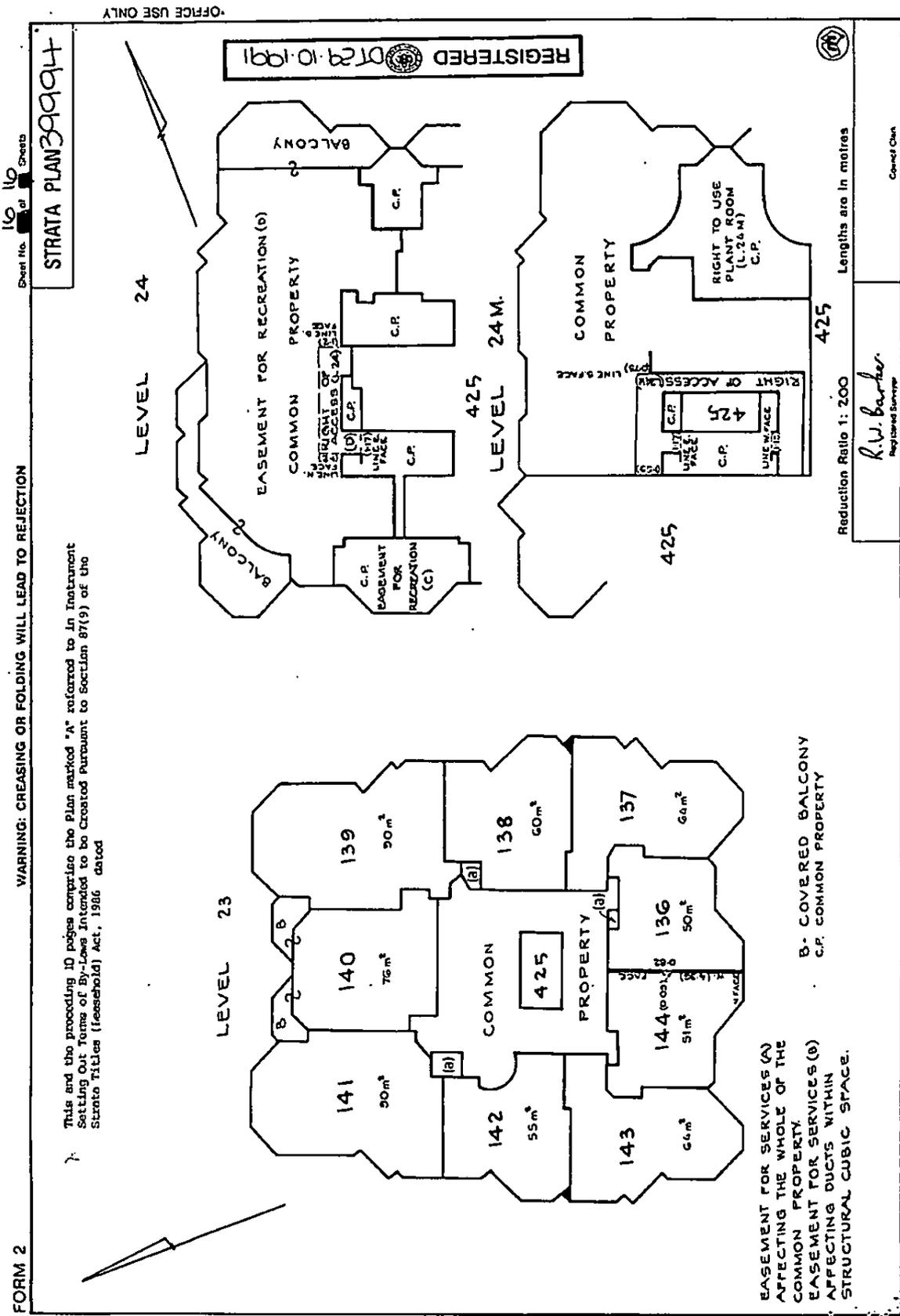
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OFFICE USE ONLY

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Ref: 17/00835/AB / Src: K

## **Special By-Law 8 – Interpretation (passed 7 November 1991)**

8(1) In special by-laws 8 to 39, 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 35.

**“Garbage Room”** means the part of the common property shown as “Right to Use Garbage Room” on the Strata Plan.

**“Garbage Shute”** means the garbage shute passing through the parcel.

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

**“Gymnasium”** means the part of the common property shown as “Easement for Recreation (C)” on the Strata Plan.

**“Land”** means Lot 42 in Deposited Plan 792616.

**“Lease”** means Lease No E17346 between the Lessor and the body corporate.

**“Lessor”** means Sydney Cove Redevelopment Authority, its successors and assigns permitted under Section 34 of the Act and where not repugnant to the context its agents, employees, invitees and licensees.

**“Lift No. 5”** means the lift in the part of the common property shown as “Right to Use Lift No. 5” on the Strata Plan.

**“Loading Dock”** means the part of the common property shown as “Right to Use Loading Dock” on the Strata Plan.

**“Managing Agent”** means the person appointed by the body corporate as its managing agent under section 108 of the Act and, if no person is for the time being so appointed, 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 Plan”** means Strata Plan No. 39994.

**“Swimming Pool Area”** means the part of the common property shown as “Easement for Recreation (D)” on the Strata Plan.

**“Umbrella Agreement”** means the agreement, as varied from time to time, to provide for regulation of certain matters affecting the Land and the Building between the Lessor and other parties, a copy of which agreement in its original form will be registered in the General Registry of Deeds.

8(2) In special by-laws 8 to 39, 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 9 – Behaviour by lessees and occupiers (passed 7 November 1991)**

9(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.

9(2) A lessee or occupier of a lot when on common property or when 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 10 – Compliance with by-laws (passed 7 November 1991)**

10(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 by-laws. If an invitee does not comply with these by-laws the lessee or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.

10(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 by-laws.

### **Special By-Law 11 – Compliance with laws (passed 7 November 1991)**

- 11(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.
- 11(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 12 – Compliance with Lease and Umbrella Agreement (passed 7 November 1991)**

12. 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 Umbrella Agreement including, without limitation, the obligation in the Lease to refurbish the common property at intervals of not more than 15 years computed from the commencement date of the Lease so that the common property is re-established to a standard appropriate for first class residential apartment premises in the central business district of Sydney.

### **Special By-Law 13 – Condition of a lot (passed 7 November 1991)**

13. A lessee or occupier of a lot must keep the lot clean and in good repair.

### **Special By-law 14 – Appearance of a lot (passed 7 November 1991)**

- 14(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.
- 14(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;
  - (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 15 – Damage to common property (passed 7 November 1991)**

- 15(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.
- 15(2) A lessee or occupier of a lot must not do anything to damage or deface common property. This by-law does not prevent a lessee from making minor alterations to the common property for the purposes of fitting out the lot or refurbishing the lot.
- 15(3) A lessee or occupier of a lot must not interfere with any personal property vested in the body corporate.
- 15(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 16 – Moving of certain articles (passed 7 November 1991)**

- 16(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.
- 16(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 17 – Security of common property (passed 7 November 1991)**

17. 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 18 – Notification of defects (passed 7 November 1991)**

18. 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 19 – Compensation to body corporate (passed 7 November 1991)**

19. 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 20 – Restricted use of common property (passed 7 November 1991)**

- 20(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 one level of the parcel to any other level of the parcel.
- 20(2) The council of the body corporate must make rules and regulations relating to ensuring the security of the parcel from intruders.

### **Special By-Law 21 – Security Keys (passed 7 November 1991)**

- 21(1) If the council of the body corporate restricts the access of lessees or occupiers under special by-law 20 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 of the body corporate may charge a reasonable fee for any additional Security Key required by a lessee.
- 21(2) 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 reasonable steps including, without limitation, an appropriate agreement in any lease or licence agreement of that lot to ensure return of the Security Key to the lessee or the council of the body corporate.
- 21(3) A lessee or occupier of a lot in possession of a Security Key must not duplicate the Security Key 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 of the body corporate.
- 21(4) A lessee or occupier of a lot must promptly notify the council of the body corporate if a Security Key is lost or destroyed.

### **Special By-Law 22 – Garbage (passed 7 November 1991)**

- 22(1) A lessee or occupier of a lot must not deposit or throw on the common property any garbage or refuse except in a receptacle or area specifically provided for that purpose.
- 22(2) A lessee or occupier of a lot must dispose of garbage and refuse 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 Garbage Shute.

### **Special By-Law 23 – Storage of flammable liquids (passed 7 November 1991)**

23. 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 or gases or other material used or intended to be used in connection with the permitted use of the lot.

### **Special By-Law 24 – Insurance premiums (passed 7 November 1991)**

24. 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 any insurance policy effected by the body corporate.

### **Special By-Law 25 – Signs (passed 7 November 1991)**

- 25(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.

- 25(2) The body corporate must obtain the prior written consent of the Lessor before giving any consent under special by-law 25(1) 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 26 – Light (passed 7 November 1991)**

26. The body corporate or a lessee or occupier of a lot must not cause or permit any light from the parcel which may, in the reasonable opinion of the Lessor, result in any nuisance or a hazard to the public.

#### **Special By-Law 27 – Animals (passed 7 November 1991)**

27. Subject to section 87(14) of the Act, a lessee or occupier of a lot must not keep any animal on a lot or on the common property.

#### **Special By-Law 28 – Fire control (passed 7 November 1991)**

- 28(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.

- 28(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 that 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 29 – Rules of the area (passed 7 November 1991)**

29. 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 The Rocks and applicable to the parcel are observed.

#### **Special By-Law 30 – Consent of body corporate (passed 7 November 1991)**

30. A consent given by the body corporate under these by-laws 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 31 – Complaints and applications (passed 7 November 1991)**

31. Any complaint or application to the body corporate or its council must be addressed in writing to the Managing Agent.

### **Special By-Law 32 – Loading dock and Lift No. 5 (passed 7 November 1991)**

- 32(1) The Loading Dock may only be used by a lessee or occupier of a lot, an invitee of a lessee or occupier of a lot or any person entitled to use it between the hours nominated from time to time by the council of the body corporate.
- 32(2) Lift No. 5 may only be used by a lessee or occupier of a lot, an invitee of a lessee or occupier of a lot or any person entitled to use it between the hours nominated from time to time by the council of the body corporate.
- 32(3) The council of the body corporate may make rules and regulations relating to the Loading Dock and Lift No. 5.

### **Special By-Law 33 – Swimming Pool Area (passed 7 November 1991)**

- 33(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, an invitee or 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;
  - (c) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area.
- 33(2) The council of the body corporate may make rules and regulations relating to the Swimming Pool Area.

### **Special By-Law 34 – Gymnasium (passed 7 November 1991)**

- 34(1) The Gymnasium may only be used by a lessee or occupier of a lot, an 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.
- 34(2) The council of the body corporate may make rules and regulations referring to the Gymnasium.

### **Special By-Law 35 – Management agreement (passed 7 November 1991)**

- 35(1) The body corporate, in addition to the powers and authorities conferred on it by or under the Act or any other by-laws, 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 5 years with an option of 5 years, with rights for early determination by either the body corporate or the Building Manager;

- (b) 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;
- (c) the provision of services to lessees or occupiers;
- (d) the supervision of any employees or contractors of the body corporate;
- (e) the control and supervision of the common property;
- (f) the arbitration of disputes between the body corporate and the Building Manager; and
- (g) anything else which the body corporate agrees is necessary or desirable having regard to the operational and management requirements of the body corporate.

35(2) At the expiration of an agreement entered into under special by-law 35(1) the body corporate may enter into a further agreement under that by-law.

35(3) The body corporate may not, without the written consent of the Building Manager, enter into more than one agreement under special by-law 35(1) at any one time.

#### **Special By-Law 36 – Obstruction of Building Manager (passed 7 November 1991)**

36. 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 special by-law 35(1); 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 37 – Power of body corporate to enter into certain other agreements (passed 7 November 1991)**

37. The body corporate, in addition to the powers and authorities conferred on it by or under the Act or any other by-laws, has the power and authority to execute documents to provide for regulation of certain matters affecting the Land and the Building between the Lessor, the body corporate and other parties including, without limitation:

- (a) the document a copy of which is annexed to the minutes of meeting creating this by-law marked "A" and to be annexed to the Change of By-Laws registered in respect of this by-law and to be marked "A";
- (b) the document a copy of which is annexed to the minutes of meeting creating this by-law marked "B" and to be annexed to the Change of By-Laws registered in respect of this by-law and to be marked "B"; and
- (c) any document varying the document referred to in paragraph (b) after that document is executed.

### **Special By-Law 38 – Restriction on use (passed 7 November 1991)**

- 38(1) A lessee of a lot who is also a lessee of a lot in Strata Plan No. 39995 must not permit the lot in Strata Plan No. 39995 to be used by anyone other than a lessee or occupier of another lot in the Strata Plan or a lessee or occupier of a lot in the strata scheme constituted on registration of the leasehold strata plan to be registered in respect of Lot 425 in DP 811583.
- 38(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 complies with the terms of this by-law.

### **Special By-Law 39 – Power of body corporate to enter agreement re BMU (passed 7 November 1991)**

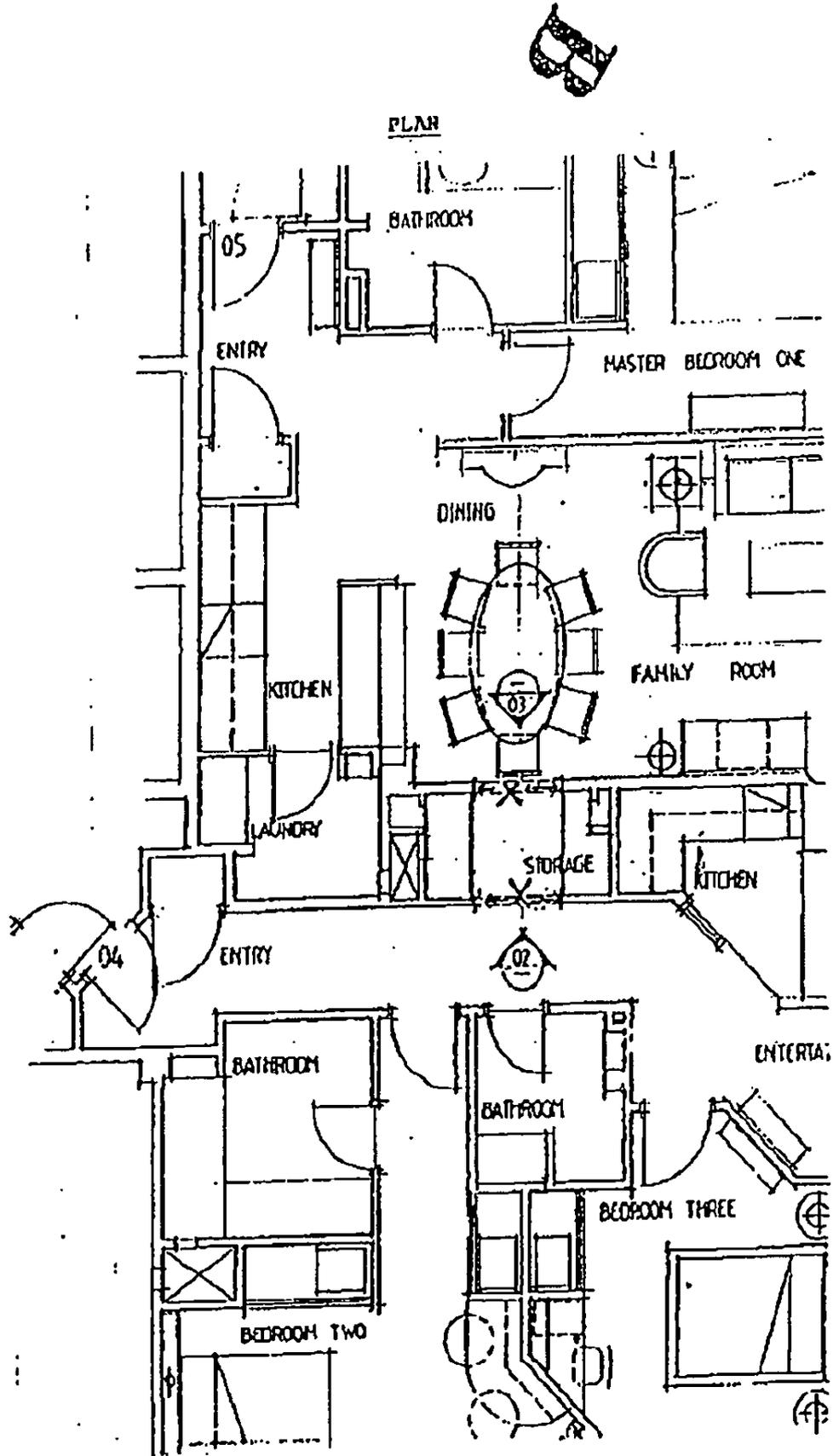
- 39(1) The body corporate, in addition to the powers and authorities conferred on it by or under the Act or any other by-laws, has the power and authority to enter into an agreement with the body corporate of the strata scheme constituted on registration of the leasehold strata plan to be registered in respect of Lot 425 in DP 811583 in connection with the sharing of the use of the building maintenance unit vested in the body corporate of that scheme for the purpose of cleaning and maintaining the Building.
- 39(2) At the expiration of an agreement entered into under special by-law 39(1) the body corporate may enter into a further agreement under that by-law.

### **Special By-law 1 (passed 23 March 1992)**

That the body corporate issue to ABC Tissue Products Pty Limited the proprietor of lots 94 and 95 in strata scheme 39994 and its successors in title each of the lots, consent in writing to removal of part of the wall common to the two lots, as detailed in the plan attached to and forming part of the by-law and shall further grant to the proprietors of lots 94 and 95 exclusive use and enjoyment of the common property air space created by removal of part of the wall, subject to the following conditions:-

- (i) Prior to commencement of the works, the proprietor shall obtain the approval of all statutory authorities whose requirements pertain to the works, and in performing the works shall comply with all directions, orders and requirements of the said authorities, and shall ensure and be responsible for compliance with such directions orders and requirements by his servants agents and contractors.
- (ii) Before any such work is undertaken, a certificate will be obtained from the structural engineer responsible for the design of the building, that is Mateffy-Perl-Nagy Consulting Engineers, and if this consulting engineer is nominated by the Council of the Body Corporate certifying that the proposed removal will not interfere with the structural integrity of the building.
- (iii) All work must be undertaken by duly qualified tradesmen in a proper and workmanlike manner.
- (iv) All works must be undertaken between the hours of 8.30 am and 5.30 pm on Monday to Friday, other than Public Holiday unless otherwise directed by the Council of the Body Corporate.

- (v) Common property entrance ways, elevators, hallways and similar such areas are to be fully protected against damage.
- (vi) Any damage caused to the common property must be made good by the proprietor effecting the alteration.
- (vii) All common property areas must be left in a clean and tidy condition.
- (viii) All work must be undertaken in such a way as to cause minimum disturbance or inconvenience to the proprietors or occupiers of other lots.
- (ix) The Body Corporate will not be responsible for the reinstatement of any wall in the event that any lots separated by that wall become the subject of separate ownership or for any other reason whatsoever and all costs associated with the wall reinstatement shall be responsibility of the proprietor of lots 94 and 95.
- (x) The Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property the subject of this by-law.
- (xi) The proprietor shall be responsible to maintain and to keep in a state of good and serviceable repair any alterations and additions undertaken pursuant to this by-law and shall perform maintenance or repairs upon or replace the alterations and additions when the Body Corporate by written notice reasonably shall require him to do so.
- (xii) The proprietor shall indemnify and keep indemnified the Body Corporate against:-
  - (a) any sums payable by the Body Corporate by way of increased insurance premiums as a direct or indirect result of the use of the relevant area of common property or of the works;
  - (b) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Body Corporate and arising directly or indirectly out of the works or the altered state or the use of the common property deriving therefrom;
  - (c) all costs, including legal costs, of or about the making of this by-law; and
  - (d) any liability on the part of the Body Corporate for any damage to the works or the improvements resulting from the works caused by or arising out of the carrying out by the Body Corporate, by its agents, servants or contractors, of any work referred to in Section 64 of the Strata Titles Act 1973 or the exercise of the power of entry conferred by that section.
- (xiii) If necessary, a building alteration plan will be lodged by the proprietors effecting the alteration, in accordance with Section 17 of the Strata Titles (Leasehold) Act 1986.
- (xiv) All legal work of our about the making of this by-law shall be carried out by legally certified practitioners nominated by the Council of the Body Corporate.



## **Special By-law 40 (passed 11 October 1993)**

40.1 In this special by-law:

**"Exclusive Use Area"** means the common property created on registration of Strata Plan No. 47537 being a subdivision of lot 156 and lot 157 and the common property area west and north and the area, including the common property wall, adjacent to lot 421 in DP 811583.

40.2 Notwithstanding any other by-law the lessees of lot 145 and lots 158 to 166 are entitled to the following exclusive rights and special privileges:

- (a) the lessee of lot 145 is entitled to the special privilege to use the Exclusive Use Area for the purpose of providing to the lessees or occupiers of lots 158 to 166 services of any kind in connection with the occupation of those lots; and
- (b) the lessees of lots 158 to 166 are entitled to use the Exclusive Use Area only for the purpose of going to and from their respective lots and using the services provided by the lessee of lot 145 on the following terms and conditions:
  - (i) the lessee of lot 145 is entitled to install equipment on the Exclusive Use Area in connection with the provision of the services referred to in clause 40.2(a) including, without limitation, air conditioning units and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
  - (ii) the lessee of lot 145 is entitled to charge the lessee of lots 158 to 166 a fee for the provision of services to those lots; and
  - (iii) the lessees of lots 158 to 166 are responsible for maintaining and keeping in a state of good and serviceable repair the Exclusive Use Area excluding maintenance or repair of a structural nature for which the body corporate is responsible;
  - (iv) the lessees of lots 158 to 166 must reimburse the body corporate for any increase in insurance premiums attributable to the common property walls created as a result of the subdivision;
  - (v) the lessees of lots 158 and 166 must indemnify the body corporate against any cost of replacement or repair of the common property walls referred to in clause 40.2(iv) not recoverable from insurance provided that such costs are not incurred as a result of the negligence or default of the body corporate;
  - (vi) the lessee of each of lot 145 and lots 158 to 166 must indemnify the body corporate from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred on it by this by-law; and
  - (vii) the body corporate may enter the Exclusive Use Area at reasonable times on notice given to the lessees of lot 145 and lots 158 to 166 for the purpose of discharging its responsibility under clause 40.2(iii) and for the purpose of ensuring that the lessee of lots 145 and the lessees of lots 158 to 166 are complying with their obligations under this special by-law.

- 40.3 Notwithstanding clause 40.2(iii) the lessee of lot 145 may by written notice to the body corporate and the lessees of lots 158 to 166 elect to be responsible for maintaining and keeping in a state of good and serviceable repair the Exclusive Use Area excluding any maintenance or repair of a structural nature. The body corporate and the lessees of lots 158 to 166 must accept any election made by the lessee of lot 145 under this clause.
- 40.4 If the lessee of lot 145 gives a notice under clause 40.3 the lessee of lot 145 is entitled to require the lessees of lots 158 to 166 to enter into an agreement with agreement may provide for:
- (a) a term commencing on the commencement date of the agreement and ending on 5 December 2088, with rights for early determination by either the lessee of lot 145 or the lessees of lots 158 to 166;
  - (b) the maintenance, cleaning and keeping in a state of good repair the Exclusive Use Area by the lessee of lot 145 including maintenance of plants and air conditioning units;
  - (c) the security and supervision of the Exclusive Use Area;
  - (d) the provision of services to the lessees of lots 158 to 166 in accordance with the entitlement of the lessee of lot 145 under paragraph 40.2(a);
  - (e) payment of a fee by the lessees of lots 158 to 166 to the lessee of lot 145 for any services provided by the lessee of to 145 under clause 40.2(a) and for the cost of the lessee of lot 145 complying with its obligations under clause 40.3;
  - (f) rights of assignment by the lessee of lot 145; and
  - (g) arbitration of disputes between the lessee of lot 145 and the lessees of lots 158 to 166.
- 40.5 The lessee of lot 145 may by notice in writing to the body corporate and the lessees of lots 158 to 166 terminate the provisions of clause 40.3 in which event the terms of clause 40.2(iii) of this by-law will apply.
- 40.6 This by-law may not be amended or added to without the written consent of the lessee of lot 145.
- 40.7 This by-law may not be repealed without the written consent of each of the lessees of lot 145 and lots 158 to 166.
- 40.8 The lessee of lot 145 is responsible for the cost of making and registering this by-law including reasonable legal costs incurred by the body corporate.

#### **Special By-law 41 – Door Maintenance (passed 28 February 2005)**

- (1) An Owner must maintain, repair and replace all locks, peep-holes, door-closers and other security devices (each a "fire or safety device") installed in the entry door to their Lot.
- (2) Fire or safety devices within a Lot must:
  - (a) comply with all fire safety laws and requirements imposed by any government authority or by the Owners Corporation, ("fire safety requirements");

- (b) be installed in a proper and workmanlike manner and have an appearance in keeping with the appearance of the building; and
  - (c) be approved by the Building Engineering Manager.
- (3) If any change made to the floor surface under an entry door to a Lot (for example a change from carpet to tiles) has the effect of making the door non-compliant with any fire safety requirement, the Owner of the Lot must at his expense take whatever action is required to render the entry door compliant with such fire safety requirement.
- (4) The Owners indemnify the Owners Corporation in relation to any cost, or liability incurred by the Owners Corporation, or any damage to the common property, arising out of any installation or removal of a fire or safety device in their Lots.
- (5) If the Owners Corporation determines that
- (i) it is inappropriate to maintain, repair or replace a fire or safety device; and
  - (ii) neither the safety nor the appearance of any part of the building will thereby be prejudiced, the Owners Corporation may resolve either that no remedial action is necessary or that a new entry door should be installed at the expense of the Owner.
- (6) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- (i) carry out all work necessary to perform that obligation;
  - (ii) recover the cost of such work from the Owner; and
  - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection or certification of the building.

**Special By-law 42 – Building Work or Alterations (passed 30 March 2009, amended 15 March 2010)**

**DEFINITIONS**

1. In this By-law:

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

**Building Manager** is the person appointed by the Owners Corporation as Building Manager from time to time.

**Building Work or Alterations** means

- (a) building work in a Lot; and/or
- (b) work to services in a Lot; and/or
- (c) changes or additions to existing flooring in a Lot; and/or
- (d) changes to the structure of a Lot

including all ancillary work.

**Consent** means the individual Owners' consent to this By-law in the form attached to the minutes of the meeting at which this by-law was passed.

**Government Agency** is a Governmental or semi-governmental administrative fiscal or judicial department or entity having jurisdiction over strata scheme 39994.

**Lot** means a lot in strata plan no. 39994.

**Owner** includes the registered owner for the time being of a Lot.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

#### APPLICATION

- 2 This By-law applies if an Owner of a Lot or their occupier wants to carry out Building Work or Alterations.
- 3 An Owner must have the consent of the Owners Corporation to do or permit Building Work or Alterations that will:
  - (a) affect common property (unless clause 4 applies); or
  - (b) affect common property services or services for the exclusive use of another Lot.
- 4 An Owner does not need the consent of the Owners Corporation to do minor building work or make minor alterations to the interior of common property structures enclosing the Lot such as hanging pictures, attaching items to common property walls or putting nails or screws into them or putting in recessed lighting to the walls or ceilings of their Lot.
- 5 If an Owner is entitled to do Building Work or Alterations to a Lot pursuant to a by-law granting the Owner exclusive use of or special privileges to common property the Owner does not need further consent from the Owners Corporation to do the work or make the alterations.
- 6 This by-law grants the respective Owner a special privilege to carry out the Building Work or Alterations and exclusive use of the common property comprised in the Building Works or Alterations.

#### CONDITIONS

- 7 Before an Owner does or permits any Building Work or Alterations, the Owner must:
  - (a) submit plans detailing the Building Work or Alterations proposal to the Building Manager and obtain the executive committee's written consent to the proposal; such consent not to be unreasonably withheld;

- (b) obtain all necessary consents from the Owners Corporation and Government Agency;
- (c) ascertain where service lines and pipes are located;
- (d) comply with any relevant procedures and policies relating to Building Work or Alterations issued by the Owners Corporation from time to time;
- (e) make arrangements with the Building Manager or other person appointed by the Owners Corporation for that purpose, relating to access, work hours, work methods and disposal of debris and all other matters likely to affect other occupiers or services and continuously comply with that person's reasonable requirements and directions; and
- (f) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in an amount to be determined from time to time by the Owners Corporation, in the joint names of the registered Owner of the subject Lot and the Owners Corporation; and
- (g) where an Owner's Building Work or Alterations includes removal or replacement of, or additions to, existing flooring in their Lot excluding carpet ("new flooring"), that Owner must first submit to the Building Manager the following details:
  - i. the type of flooring and sound proofing material to be used;
  - ii. the location of the new flooring and sound proofing material;
  - iii. a certificate of acoustic performance of all critical elements of the new flooring (including the proposed sound proofing material) supplied by a certified testing authority or an opinion of a recognised acoustic consultant, in each case providing that all elements of the proposed new flooring will at least meet the prevailing Australian best practice for the building; and
  - iv. full details of the materials supported by sketches of cross section through the floor of the subject Lot

and obtain written consent from the Owners Corporation for such Building Works or Alterations (which will not be unreasonably withheld).

- 8 If, pursuant to this by-law, an Owner does or permits Building Work or Alterations, the Owner must:
- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation, such approval not to be unreasonably withheld;
  - (b) not damage service lines or pipes or interrupt services;
  - (c) do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation and any Government Agency;
  - (d) repair any damage the Owner (or persons doing the work on the Owner's behalf) causes to common property, another Lot or the property of any other Owner of another Lot;

- (e) comply with all conditions of approval from any Government Agency and the Owners Corporation (including all relevant procedures and policies relating to Building Work or Alterations issued by the Owners Corporation from time to time);
- (f) properly maintain and keep the Building Work or Alterations in a state of good and serviceable repair (at their own cost) and replace the Building Work or Alterations or any part of them at their own cost as the Owners Corporation may reasonably require from time to time; and
- (g) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal and repair and maintenance costs) as a result of the performance, maintenance or repair/replacement of the Building Work or Alterations and/or activities associated with the rights conferred by this by-law and must pay those costs to the Owners Corporation on demand.

9 For clarity and for the purpose of this by-law;

- (a) within a reasonable time of the date of installation of authorised Building Work or Alterations comprising new flooring in accordance with this by-law, respective Owners must at their own cost provide written verification to the Owners Corporation from a qualified acoustic consultant that the new flooring
  - i. has been installed in accordance with and fulfilment of the manufacturer's instructions; and
  - ii. in particular, satisfies the best practice standard for acoustic performance contemplated by condition 7(g) (iii) of this by-law; and
- (b) the Owner and their occupiers must ensure at all times that all new flooring is sufficient to stop the transmission from the floor space of noise that unreasonably disturbs the peaceful enjoyment of the Owner or occupier of another Lot.

10 An Owner is responsible for and must ensure compliance with this by-law by its occupiers.

#### GENERAL

11 Insofar as it may be necessary, the Owners Corporation specially resolves

- (a) pursuant to section 62(3) of the Act that:
  - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the Building Work or Alterations; and
  - ii. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and

(b) pursuant to section 65A of the Act that:

- i. the relevant Owner may add to or alter the common property necessarily affected by their authorised Building Work or Alterations for the purpose of improving or enhancing the common property on all the terms and conditions of this by-law; and
- ii. the relevant Owner will be responsible for the ongoing maintenance of such common property

- 12 The Building Work or Alterations will remain the Owner's fixtures.
- 13 The special privilege and exclusive use rights conferred by this by-law will not be activated unless the Owner of the Lot to which it is to be applied has executed the Consent and delivered it to the Owners Corporation.

#### REMEDY

- 14 If any Owner fails to comply with any obligation of this by-law, then without limiting all other remedies available the Owners Corporation may:
  - (a) enter any part of the parcel to carry out the necessary work to perform the obligation; and
  - (b) recover the costs of carrying out that work from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

**Strata Plan No. 39994**  
**Consent to exclusive use and special privilege By-law**

To: The Secretary  
The Owners - Strata Plan No. 39994

And: The Registrar General  
Dept of Lands (Land & Property Information)  
Queens Square  
SYDNEY NSW 2000

I/We,...../.....being the registered owner/s of Lot ... in Strata Plan No. 39994 hereby consent to the making of this Special By-law no. 42 conferring rights of special privilege concerning "Building Work or Alterations" in strata plan no. 39994, such By-law having been passed by special resolution of the Owners Corporation on the .....day of .....20.....

DATED this .....day of .....20.....

...../.....  
Signature/s of lot owners

**Special By-law No. 43 – Floor coverings (passed 15 March 2010)**

An owner and an occupier of a lot in strata plan no. 39994 must ensure that all floor space in the lot is covered or otherwise treated to stop the transmission of noise that unreasonably disturbs another owner's or occupier's enjoyment of their lot or the common property.

**Special By-law No. 44 – Access to Lots for maintenance and repairs to common property and for fire safety inspections (passed 25 March 2013)**

**DEFINITIONS**

*Fire Safety Inspection* means an inspection of a building or premises for purposes relating to fire safety, including a fire safety inspection referred to in section 65C of the *Strata Schemes Management Act 1996* (NSW) ("Act").

*Work* means any work that an Owners Corporation is authorized by sections 65(1) and 65(2) of the Act to enter a Lot to carry out or to determine whether the work is required to be carried out.

**INTERPRETATION**

Any term used in this By-law that appears in the Act has the same meaning as in the Act.

The singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

## **PURPOSE**

The purpose of this by-law is to ensure that the Owners Corporation recovers any additional costs incurred when the Owner or Occupier of a Lot does not comply with a reasonable request for access to their Lot for the purpose of Fire Safety Inspections, carrying out Work or determining whether Work is required to be carried out.

## **ACCESS TO LOTS**

1. Other than in an emergency under section 65(3) of the Act, if the Owners Corporation wishes to enter a Lot for the purpose of a Fire Safety Inspection, to carry out Work or to determine whether Work is required to be carried out, the Owners Corporation must, at least 72 hours before access is required, notify the Occupier (and, if the Occupier is not also the Owner, notify the Owner) of two alternative times at least 24 hours apart during which access to the Lot is requested.
2. If the Occupier of the Lot does not provide access to the Lot at either of the nominated times and the Owners Corporation incurs additional costs as a result, the Owner of the Lot must indemnify the Owners Corporation for those additional costs.
3. The Owners Corporation may recover the amount payable by an Owner under paragraph 2 above as a contribution recoverable under section 80(1) of the Act.

## **Special By-law No. 45 – Fire Safety Equipment and False Alarm Call-Outs (passed 25 March 2013)**

### **DEFINITIONS**

*Fire safety equipment* means the common property fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the lots and common property in accordance with legislative requirements or in the interests of safety at the parcel.

*Call-out* means the activation of smoke or fire alarms forming *Fire safety equipment* resulting in the attendance of an authorised contractor or the Fire Brigade to investigate the cause.

### **INTERPRETATION**

Any term used in this By-law that appears in the *Strata Schemes Management Act 1996* (NSW) (Act) has the same meaning as in the Act.

The singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

### **SCOPE OF BY-LAW**

1. An Owner or Occupier must not alter, nor permit or authorise any other person to alter, any *Fire safety equipment* except with the prior written consent of the Owners

Corporation, including, where relevant, the necessary authorisation by special resolution under s 65A of the Act.

2. If the Owner or Occupier of a lot, their invitee, or any person permitted or authorised by them, alters any *Fire safety equipment* in contravention of paragraph 1, the Owners Corporation may:
  - (a) repair or replace the *Fire safety equipment* so as to return it to its previous state or as close to that state as is reasonably practicable; and
  - (b) enter into the Owner or Occupier's lot for the purpose of those repairs or replacement after giving the owner or occupier at least 12 hours notice or, in the case of an emergency, without notice,

and the Owner of the Lot must indemnify the Owners Corporation for all costs incurred by the Owners Corporation in exercising its rights under this paragraph 2.

3. Where *Fire safety equipment* or human error has triggered an alarm and:
  - (a) a *Call-out* has occurred;
  - (b) it is a false alarm; and
  - (c) the *Fire safety equipment* has not malfunctioned,

the Owner of the lot in which the *Fire safety equipment* is installed must indemnify the Owners Corporation for any charges associated with that *Call-out*.

4. The Owners Corporation may recover the amount payable by an Owner under paragraphs 2 or 3 above as a contribution recoverable under section 80(1) of the Act.

### **Special By-law 46 – Works – Lot 5 (passed 26 March 2015)**

#### **Definitions**

In this by-law:

“**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme or the Lot.

“**Building Manager**” is the building manager or his representative for strata plan no. 39994.

“**Consent Form**” means the written consent of the owner of the Lot:

- (a) agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- (b) which is a pre-requisite to the operation of this by-law.

“**Lot**” means lot number 5 in strata plan no. 39994;

“**Owner**” means the owner for the time being of the Lot.

“**Works**” means the alterations and additions to the Lot and common property as are more particularly set out in the Belrom Projects Schedule of Works annexed and marked “A”.

## Interpretation

In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

references to legislation includes references to amending and replacing legislation.

A. Subject to the Conditions of this by-law, the Owner has:

- (a) a special privilege to carry out and keep the Works to and on the common property as is necessary; and
- (b) the exclusive use of the common property that is affected by the Works.

B. Before commencement of the Works the Owner must:

- (a) provide any documents reasonably required by the Owners Corporation relating to the Works;
- (b) obtain the approval of the Owners Corporation in accordance with the Owners Corporation's by-laws and Renovations Policy & Procedures howsoever relating to the Works;
- (c) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) provide all information required to be provided to any Authority, to the Owners Corporation;

C. When carrying out the Works the Owner must:

- (a) use qualified, reputable and appropriately licensed and insured contractors;
- (b) do the work in a proper manner and to the Owners Corporation's and the relevant Authority's reasonable satisfaction (if applicable);
- (c) not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
- (d) not damage or interfere with or alter the integrity of fire rated doors or walls;
- (e) not interfere with any common property door, gate, roller door or access way to the strata scheme;
- (f) not interfere with or disable any security device or system installed anywhere in the common property;
- (g) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing

- membrane in the Owners Corporation's reasonable opinion), ensure that such work is done being mindful of the Owner's obligations in Condition D (c) of this by-law;
- (h) where the Owner is proposing installation of non-carpet flooring, ensure that soundproofing qualities and standards which are prevailing best practice are achieved;
  - (i) immediately repair any damage caused to common property, the Lot, any other lot or the property of any owner or occupier of a lot in the strata scheme;
  - (j) carry out work only between the hours approved by the Building Manager;
  - (k) not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
  - (l) remove all debris from the common property as soon as possible but at least daily;
  - (m) not permit any persons associated with the Works to park in any parking space or common property so as to block any other occupier from accessing the car park or their car space;
  - (n) not permit any trucks or vehicles which are registered to carry a weight in excess of that approved by the Building Manager, to enter the car park;
  - (o) not interfere with any security device to any other part of the building containing the Lot;
  - (p) ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
  - (q) not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law;
  - (r) not permit any persons to remain on common property for work breaks;
  - (s) comply with all conditions imposed by any Authority;
  - (t) comply with all conditions imposed by the Owners Corporation and Building Manager; and
  - (u) permit the Building Manager to inspect the lot to ascertain compliance with these Conditions.
- D. After carrying out Works approved under this by-law, and if the Owners Corporation reasonably requests such, the Owner must:
- (a) within 14 days produce written certification that the Works have been inspected after completion and that they meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the building has not been compromised by the Works; and
  - (b) in the case of Works involving removal of a non-structural or non-load bearing wall or walls, acknowledge that the Owners Corporation is not required to re-instate any such wall or walls in the future; and

- (c) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot in the Owners Corporation's reasonable opinion), provide evidence from a reputable, qualified consulting engineer acceptable to the Owners Corporation that the watertight integrity of the building has not been compromised by work done or not done as the case may be;
  - (d) in the case of Works that interfere with existing fire safety devices or that require an upgrade of fire safety measures or additional fire safety measures according to the relevant Authority, provide evidence that all fire safety standards are fulfilled at the Owner's cost; and
  - (e) on reasonable notice permit the Building Manager to enter and inspect the Lot to establish compliance with relevant conditions of this by-law.
- E. At all times the Owner must:
  - (a) comply with all other by-laws in force for the strata scheme and the Renovation Procedures & Policies adopted by the Owners Corporation from time to time which may apply to the activities contemplated in this by-law; and
  - (b) maintain, repair and replace the Works at their cost and as the Owners Corporation may reasonably require; and
  - (c) accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - (d) comply with the Strata Schemes Management Act 1996 and its Regulations; and
  - (e) indemnify the Owners Corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of the Works and pay those costs on demand.
- F. The costs of the approved Works and the legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.
- G. For the purposes of insurance, the Works will remain the Owner's fixtures.
- H. Where the Works add to or alter common property for the purpose of improving or enhancing that common property, the Owners Corporation hereby specially resolves pursuant to section 65A of the Act that:
  - (a) the Owner is specifically authorised to take that action; and
  - (b) the Owner must maintain the subject common property in accordance with the terms and conditions of this by-law.
- I. If the Owner fails to comply with any obligation of this by-law, the Owners Corporation may:
  - (a) enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and

- (b) recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the *Strata Schemes Management Act 1996* and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

"A"  
BELROM PROJECTS  
*Building Excellence*

**SCHEDULE OF WORKS**

**ADDRESS: Quay West Apartments Unit 805/98 Gloucester Street Sydney**

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- No structural work to walls and ceilings.
- Move furniture to allow trades to commence work.
- Disconnect sink, laundry tub, cooktop and oven.
- Remove existing kitchen cupboards, granite top and splash back
- Install new kitchen fit out.
- Remove all cupboards in laundry and install new laundry fit out.
- Remove closet in front of entry and wall to existing kitchen bench.
- Disconnect all electrical where required.
- Re-direct ceiling exhaust.
- Remove closet to entry and patch ceiling.
- Remove nib wall to end of existing kitchen island bench.
- Prepare plumbing and electrical to suite new kitchen and laundry layout.
- Supply and install 20 down lights.
- Remove existing and supply and install new floor tiles to laundry, kitchen.
- Remove existing carpet in lounge, dining and entry and supply and install new tiles. Supply and install new carpet to bedroom (Dream View 735 Smoke)
- Patch and repair gyprock ready for painting.
- Re-paint laundry, kitchen, entry, lounge, bedroom and bathroom.
- Re-connect all appliances supplied by owner.
- Final clean to apartment.
- Remove all rubbish.

- Replace all furniture to unit.
- Supervision to all trades.
- NO work, other than painting is being carried out to bathroom.

Romcorp Constructions Pty Ltd & Belcon Ply Ltd T/AS Belrom Projects  
ABN 93 866 059 484  
PO Box 174 Hoxton Park NSW 2171 Email angelo@romcorp.com.au  
Angelo Mob: 0419 013 516 Samuel Mob: 0404 138 818  
Fax: 02 9608 6037

### **Special By-law 47 – Exclusive Use by-law for past works to common property – Lots 163 & 164 (passed 29 April 2016)**

#### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Lots** means lots 163 and 164 in strata scheme 39994.
- (b) **Owners** means the owners from time to time of the Lots
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 39994.
- (d) **Works** means the removal of approximately 2 meters of the common property wall between Lots 163 and 164 and the installation of a doorway and fixed glazed panel, which occurred prior to the meeting at which the resolution for special by-law was passed.
- (e) **Exclusive Use Area** means the area of common property reasonably required by the Owner to keep the Works solely benefiting the Owner.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

## PART 2

### GRANT OF RIGHT

- 2.1 The Owners are granted the exclusive use to keep and use the Works in the Exclusive Use Area.

## PART 3

### CONDITIONS

#### Enduring rights and obligations

- 3.1 The Owners:
- (a) remain liable for and must make good any damage to lot or common property arising out of the Works; and
  - (b) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.
- 3.2 The Owners are responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works.

#### **Special By-law 48 – Minor Renovation by Owners – Delegation of Functions (Passed 27 March 2017)**

Within the meaning of section 110 (6) (b) of the Strata Schemes Management Act 2015 the Owners Corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

AM730461

File  
4/1

**Approved Form 10**

**Certificate re Initial Period**

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 39994 was affixed on 8 January 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: Michael McCormack..... Authority: ..Strata Manager  
.....

Signature: ..... Name: ..... Authority: .....



**RELODGED**

- 8 JAN 2018

TIME: 2:59

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**



New South Wales

Strata Schemes Management Act 20  
Real Property Act 1900

**AQ741648H**

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

(A) **TORRENS TITLE** For the common property  
CP/SP 39994

(B) **LODGED BY**

Document Collection Box  1024 D	Name	Michael McCormack	CODE  <b>CH</b>	
	Company	McCormacks Solicitors		
	Address	Suite 5.01, Level 5, 151 Castlereagh Street, SYDNEY, NSW, 2000		
	E-mail	aleigh@mccormacks.com.au Contact Number 02 9299 6722		
	Customer Account Number	LLPN 732S	Reference	SP 39994

(C) The Owner-Strata Plan No. 39994 certify that a special resolution was passed on 1/12/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. Special By-Law 51  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below :  
 Annexure A

**RELODGED**

27 JAN 2021

TIME:

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 39994 was affixed on 13/1/2021 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: Michael McCormack

Authority: ~~Solicitor~~ Strata Manager

Signature:

Name:

Authority:

I, Michael McCormack  
 am authorised  
 to make this  
 Amendment  
 Signed:   
 Dated: 27/1/21



**Annexure 'A'**

**Consolidated By-Laws for Strata Plan No. 39994**

**Contents**

1. Noise ..... 4

2. Use of common property ..... 4

3. Children playing on common property in building ..... 4

4. Drying of laundry items ..... 4

5. Cleaning windows and doors ..... 4

6. Notice-board ..... 4

Special By-law 1 ..... 4

Special By-Law 2 ..... 16

Special By-Law 3 ..... 18

Special By-Law 4 ..... 18

Special By-Law 5 ..... 19

Special By-Law 6 ..... 19

Special By-Law 7 ..... 20

Special By-Law 8 – Interpretation (repealed and replaced 26 March 2018)..... 20

Special By-Law 9 – Behaviour by lessees and occupiers (repealed and replaced 26 March 2018)..... 21

Special By-Law 10 – Compliance with by-laws (repealed and replaced 26 March 2018)..... 22

Special By-Law 11 – Compliance with laws (repealed and replaced 26 March 2018)..... 22

Special By-Law 12 – Compliance with Lease and Umbrella Agreement (repealed and replaced 26 March 2018) ..... 22

Special By-Law 13 – Condition of a lot (repealed and replaced 26 March 2018)..... 22

Special By-law 14 – Appearance of a lot (repealed and replaced 26 March 2018)..... 23

Special By-Law 15 – Damage to common property (repealed and replaced 26 March 2018) ..... 23

Special By-Law 16 – Moving of certain articles (repealed and replaced 26 March 2018) ..... 23

Special By-Law 17 – Security of common property (repealed and replaced 26 March 2018)..... 23

Special By-Law 18 – Notification of defects (repealed and replaced 26 March 2018)..... 24

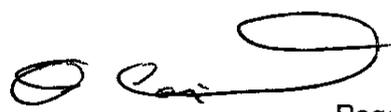
Special By-Law 19 – Compensation to owners corporation (repealed and replaced 26 March 2018)..... 24

Special By-Law 20 – Restricted use of common property (repealed and replaced 26 March 2018)..... 24

Special By-Law 21 – Security Keys (repealed and replaced 26 March 2018)..... 24

Special By-Law 22 – Garbage (repealed and replaced 26 March 2018)..... 25

Special By-Law 23 – Storage of flammable liquids (repealed and replaced 26 March 2018)..... 25



Special By-Law 24 – Insurance premiums (repealed and replaced 26 March 2018).....	25
Special By-Law 25 – Signs (repealed and replaced 26 March 2018).....	25
Special By-Law 26 – Light (repealed and replaced 26 March 2018).....	25
Special By-Law 27 – Animals (repealed and replaced 26 March 2018).....	25
Special By-Law 28 – Fire control (repealed and replaced 26 March 2018).....	26
Special By-Law 29 – Rules of the area (repealed and replaced 26 March 2018).....	26
Special By-Law 30 – Consent of owners corporation (repealed and replaced 26 March 2018) .....	26
Special By-Law 31 – Complaints and applications (repealed and replaced 26 March 2018)	26
Special By-Law 32 – Loading dock and Lift No. 5 (repealed and replaced 26 March 2018)..	26
Special By-Law 33 – Swimming Pool Area (repealed and replaced 26 March 2018).....	27
Special By-Law 34 – Gymnasium (repealed and replaced 26 March 2018).....	27
Special By-Law 35 – Management agreement (repealed and replaced 26 March 2018).....	27
Special By-Law 36 – Obstruction of Building Manager (repealed and replaced 26 March 2018).....	28
Special By-Law 37 – Power of owners corporation to enter into certain other agreements (repealed and replaced 26 March 2018).....	28
Special By-Law 38 – Restriction on use (repealed and replaced 26 March 2018).....	28
Special By-Law 39 – Power of owners corporation to enter agreement re BMU (repealed and replaced 26 March 2018).....	28
Special By-law 1 (passed 23 March 1992).....	29
Special By-law 40 (passed 11 October 1993).....	32
Special By-law 41 – Door Maintenance (passed 28 February 2005).....	33
Special By-law 42 Cosmetic Works, Minor Renovations and Building Works.....	34
Special By-law No. 43 – Floor coverings (passed 15 March 2010).....	42
Special By-law No. 44 – Access to Lots for maintenance and repairs to common property and for fire safety inspections (passed 25 March 2013).....	42
Special By-law No. 45 – Fire Safety Equipment and False Alarm Call-Outs (passed 25 March 2013).....	43
Special By-law 46 – Works – Lot 5 (passed 26 March 2015).....	44
Special By-law 47 – Exclusive Use by-law for past works to common property – Lots 163 & 164 (passed 29 April 2016).....	49
Special By-law 48 - Authorisation of Existing Minor Renovations and Building Works (passed 26 March 2018).....	50
Special By-law 49 - Authorisation of Building Works – Lot 52 (passed 18 March 2019).....	51
Special By-law 50 – Electronic Voting (passed 13 April 2020).....	52
Special By-law 51 – Authorisation of Building Works in Lot 29 / Unit 1102 (passed 1 December 2020).....	52
Annexure “A” – Copy of Umbrella Agreement (see special by-law 12).....	61

## Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

### 1. Use of common property

An owner or occupier of a lot must not use for his or her own purposes any portion of the common property.

### 2. Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

### 3. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

### 4. Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

### 5. Notice-board

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

## Special By-law 1

1. In special by-laws 1 to 7, unless a contrary intention appears:

**"Air Conditioning Plant"** means air conditioning plant and associated pipes, wires, cables and ducts.

**"Exclusive Use Area A"** means the part of the common property designated "(a)" on the plan annexed to the instrument creating this by-law marked "A".

**"Exclusive Use Area B"** means the part of the common property designated "(b)" on the plan annexed to the instrument creating this by-law marked "A".

**"Exclusive Use Area C"** means the part of the common property designated "(c)" on the plan annexed to the instrument creating this by-law marked "A".

**"Exclusive Use Area D"** means the part of the common property designated (d) on Plan A.

**“Exclusive Use Area E”** means the part of the common property designated (e) on Plan A.

**“Exclusive Use Area F”** means the part of the common property designated (f) on Plan A.

**“Exclusive Use Area G”** means the part of the common property designated (g) on Plan A.

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

**“Lessee”** or **“lessee”** means a person for the time being recorded on the Register as entitled to a leasehold estate in the lot (in the case of a leasehold strata scheme), but does not include a sublessee of of lot in a leasehold strata scheme. Note, a “Lessee” or “lessee” is also an owner of a lot in the scheme”

**“Naming Rights”** means the sole right to determine the name by which the parcel is known from time to time.

**“Plan A”** means the plan annexed to the instrument creating this by-law marked “A”.

1.2 In special by-laws 1 to 7, 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 owners corporation 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 anything 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.





FORM 2

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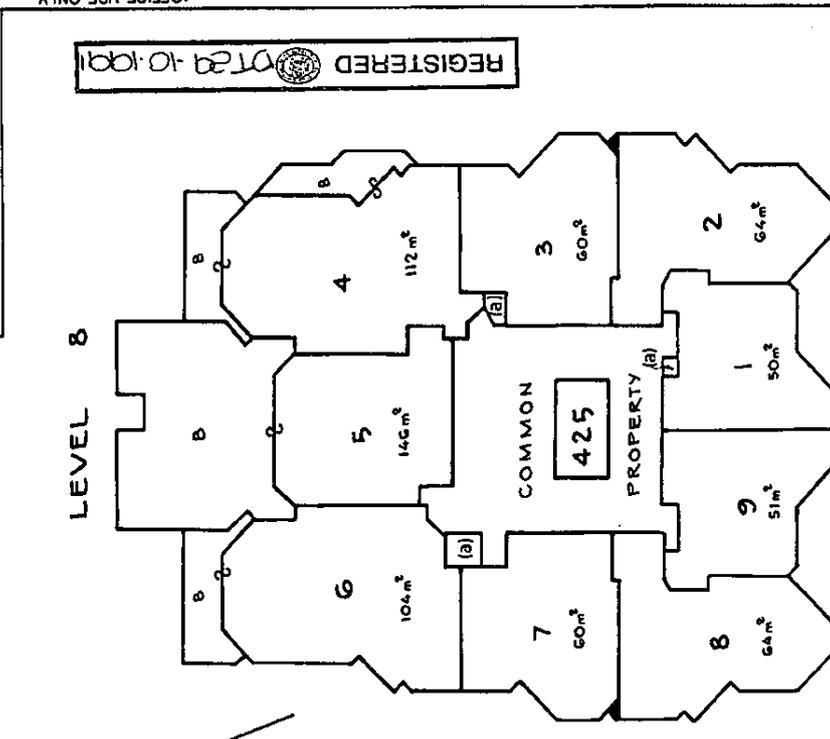
Sheet No. 8 of 15 Sheets

STRATA PLAN 399944

SCHEDULE OF UNIT ENTITLEMENTS.

LOT	U.E.												
1	416	81	493	101	560	121	1060	141	724	161	1008	181	1120
2	508	82	485	102	582	122	806	142	941	162	1030	182	1140
3	478	83	545	103	552	123	1023	143	791	163	1099	183	1160
4	993	84	575	104	525	124	612	144	470	164	620	184	1180
5	799	85	545	105	590	125	635	145	590	165	650	185	1200
6	956	86	776	106	530	126	530	146	590	166	650	186	1220
7	515	87	993	107	582	127	523	147	612	167	650	187	1240
8	538	88	582	108	515	128	612	148	470	168	650	188	1260
9	433	89	605	109	500	129	582	149	590	169	650	189	1280
10	426	90	500	110	567	130	1068	150	597	170	106	190	1300
11	515	91	493	111	567	131	814	151	567	171	106	191	1320
12	485	92	582	112	1053	132	1030	152	1053	172	106	192	1340
13	971	93	552	113	799	133	620	153	799	173	106	193	1360
14	717	94	1088	114	1015	134	642	154	1015	174	106	194	1380
15	933	95	784	115	605	135	538	155	605	175	106	195	1400
16	523	96	1000	116	627	136	530	156	627	176	106	196	1420
17	945	97	523	117	923	137	620	157	923	177	106	197	1440
18	440	98	1008	118	515	138	590	158	515	178	106	198	1460
19	433	99	754	119	605	139	590	159	605	179	106	199	1480
20	523	100	500	120	575	140	1075	160	575	180	106	200	1500
21	493	101	560	121	560	141	821	161	560	181	106	201	1520
22	978	102	582	122	560	142	1038	162	560	182	106	202	1540
23	724	103	478	123	1045	143	650	163	1045	183	106	203	1560
24	941	104	470	124	791	144	545	164	791	184	106	204	1580
25	590	105	560	125	1008	145	545	165	1008	185	106	205	1600
26	552	106	530	126	997	146	1099	166	997	186	106	206	1620
27	448	107	1015	127	620	147	170	167	620	187	106	207	1640
28	440	108	762	128	515	148	108	168	515	188	106	208	1660
29	590	109	978	129	506	149	120	169	506	189	106	209	1680
30	500	110	567	130	597	150	91	170	597	190	106	210	1700
31	985	111	520	131	567	151	99	171	567	191	106	211	1720
32	732	112	485	132	1053	152	66	172	1053	192	106	212	1740
33	948	113	478	133	799	153	85	173	799	193	106	213	1760
34	538	114	567	134	1015	154	320	174	1015	194	106	214	1780
35	560	115	538	135	605	155	375	175	605	195	106	215	1800
36	455	116	1023	136	627	156	1020	176	627	196	106	216	1820
37	448	117	769	137	923	157	480	177	923	197	106	217	1840
38	536	118	985	138	515	158		178	515	198	106	218	1860
39	508	119	575	139	605	159		179	605	199	106	219	1880
40	993	120	597	140	575	160		180	575	200	106	220	1900

EASEMENT FOR SERVICES (A) AFFECTING THE WHOLE OF THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES (B) AFFECTING DUCTS WITHIN STRUCTURAL CUBIC SPACE.



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

Reduction Ratio 1: 200  
 Lengths are in metres  
 R. W. Barber  
 Registered Surveyor  
 Council Clerk

REGISTERED  
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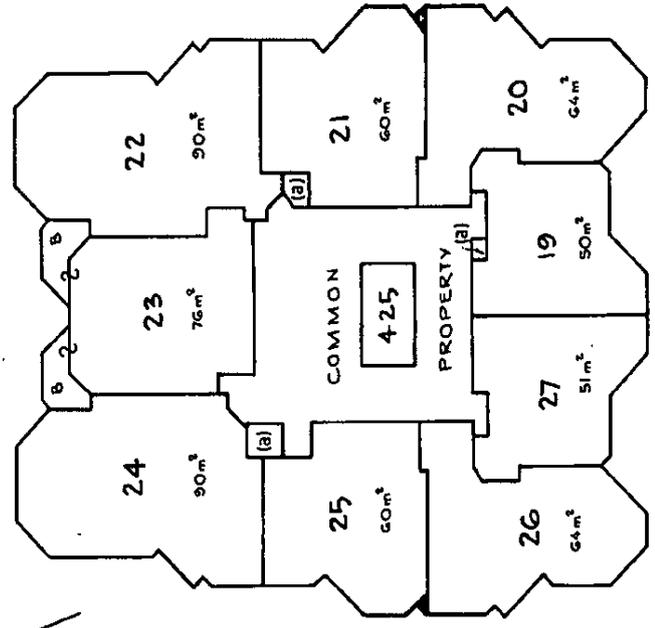
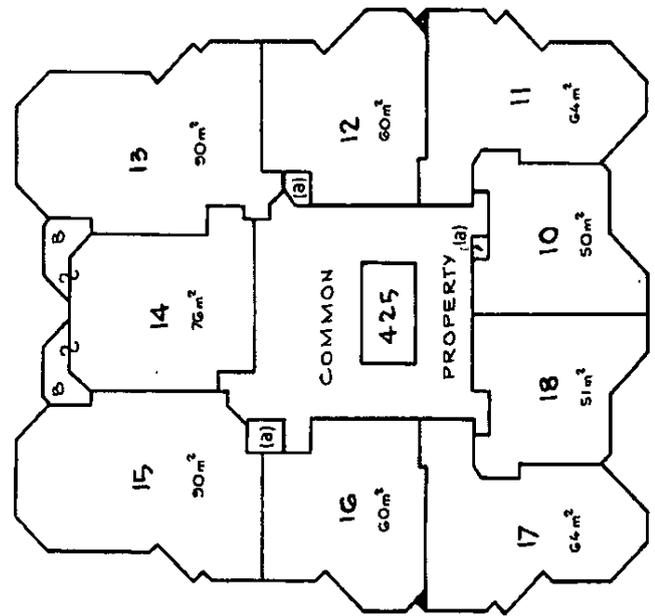
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LEVEL 9

LEVEL 10



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 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY  
 EASEMENT FOR SERVICES(B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

B- BALCONY

Reduction Ratio: 1: 2.00

Lengths are in metres

*R.W. Barker*  
 Registered Surveyor

Council Code

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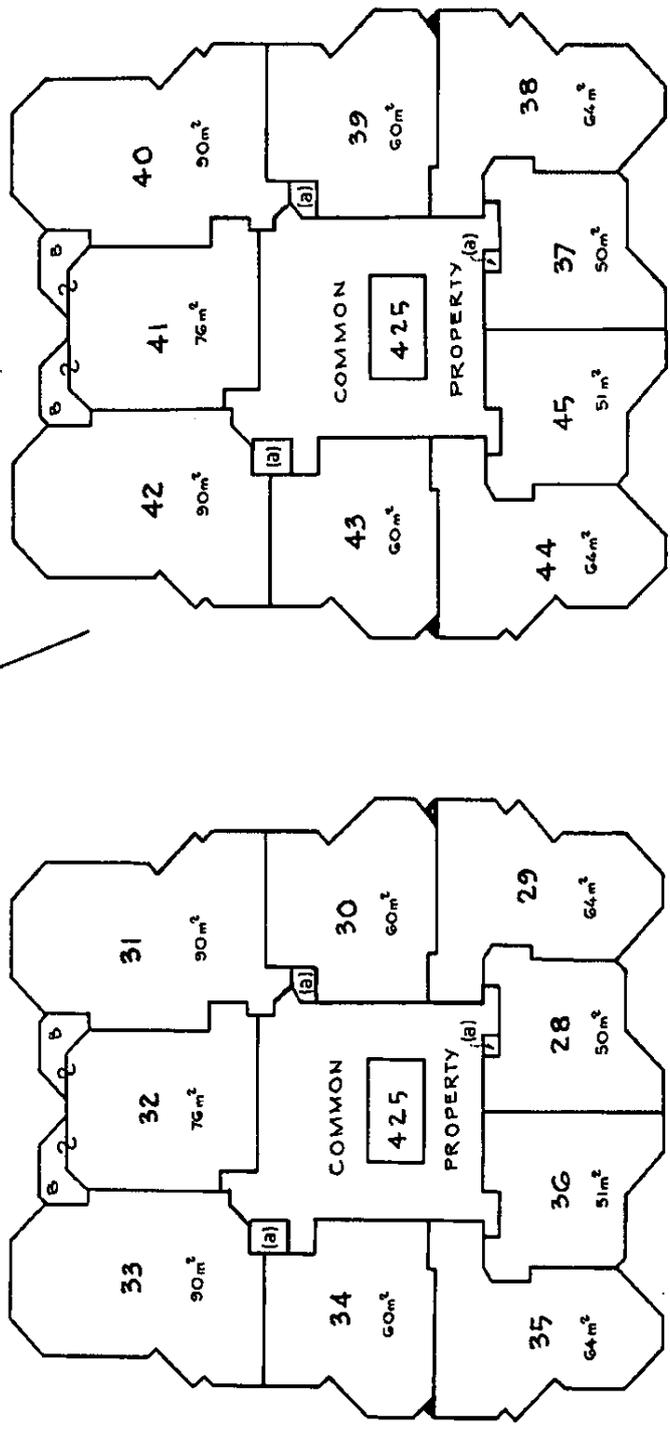
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LEVEL 12

LEVEL 11



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Reduction Ratio 1: 200  
 Lengths are in metres

R. W. Barber  
 Registered Surveyor

Council Clerk

FORM 2

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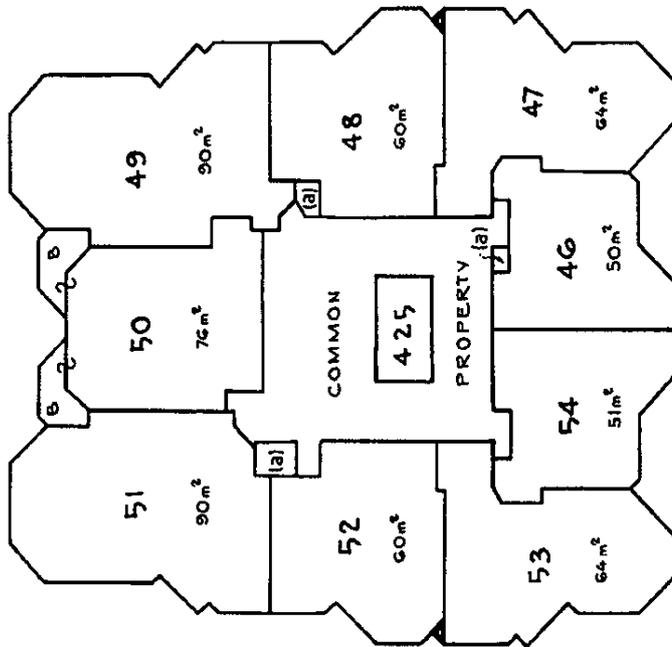
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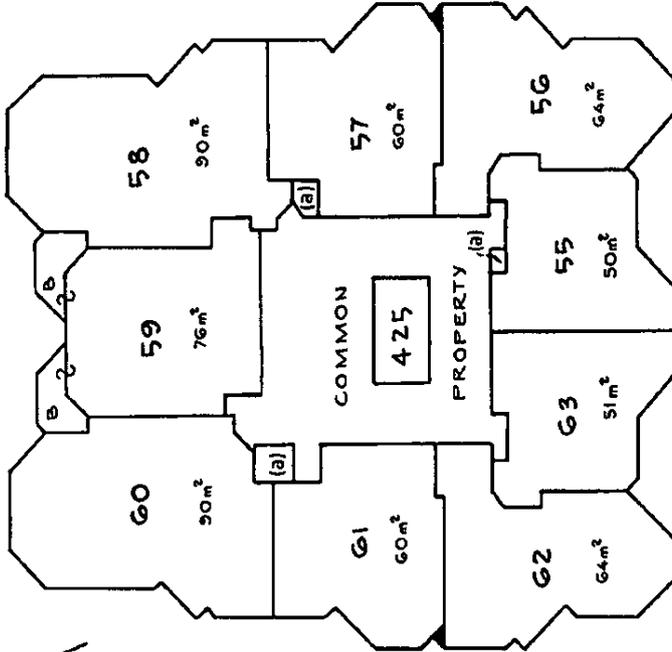
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LEVEL 13



EASEMENT FOR SERVICES (A) AFFECTING THE WHOLE OF THE COMMON PROPERTY. EASEMENT FOR SERVICES (B) AFFECTING DUCTS WITHIN STRUCTURAL CUBIC SPACE.

LEVEL 14



B- BALCONY  
 THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS RESTRICTED TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200 Lengths are in metres

R. U. Barber  
 Registered Surveyor

Convent Clerk

FORM 2

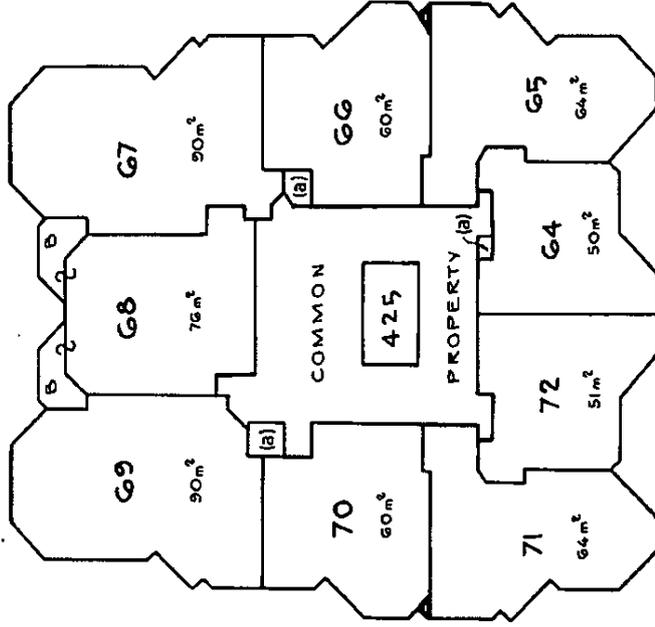
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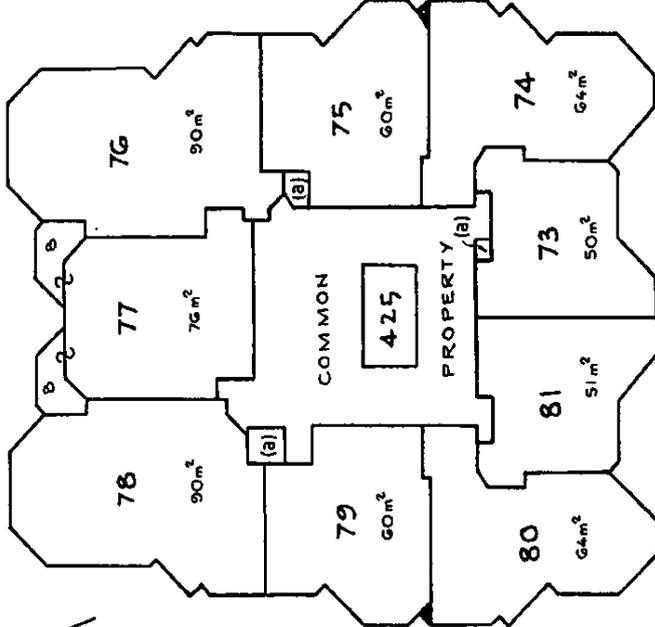
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LEVEL 15



EASEMENT FOR SERVICES (A)  
 AFFECTING THE WHOLE OF  
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 EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

LEVEL 16



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

Reduction Ratio 1: 200 Lengths are in metres

*R. W. Barber*  
 Registered Surveyor

Covered Clerk

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Sheet No. 13 of 16 Sheets

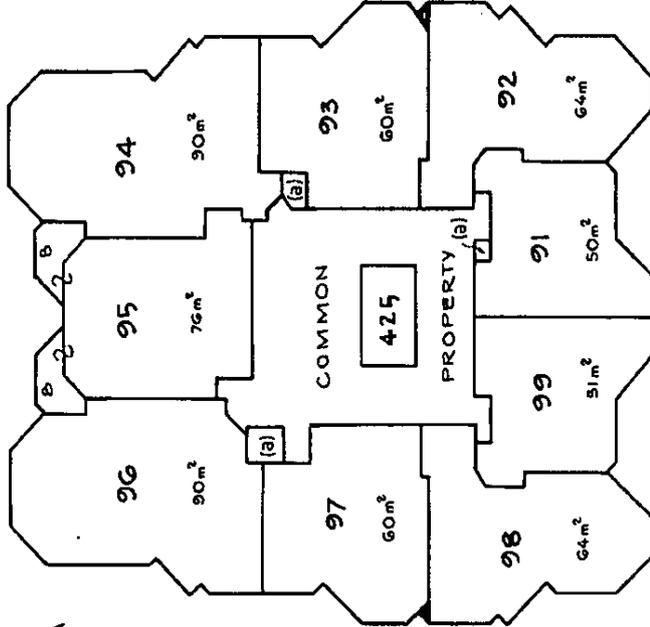
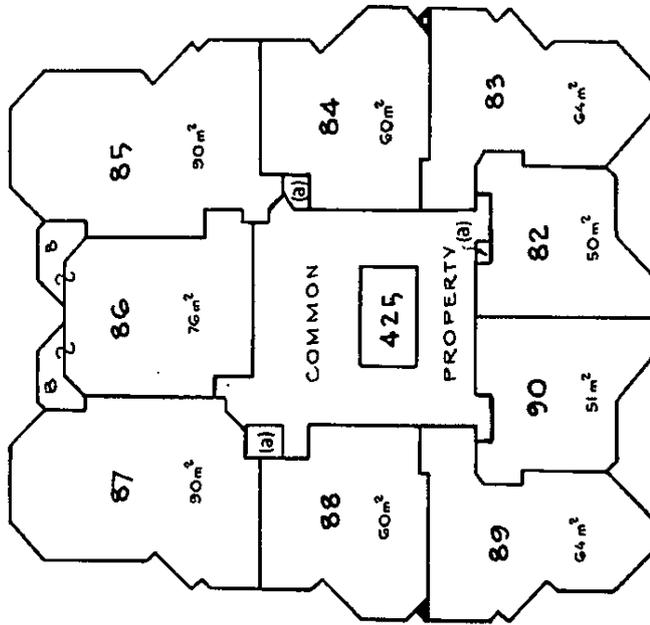
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LEVEL 17

LEVEL 18



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 EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

Reduction Ratio 1: 200

R. V. Barber  
 Registered Surveyor

Surveyor's Reference: 20-1090-424

Council Clerk

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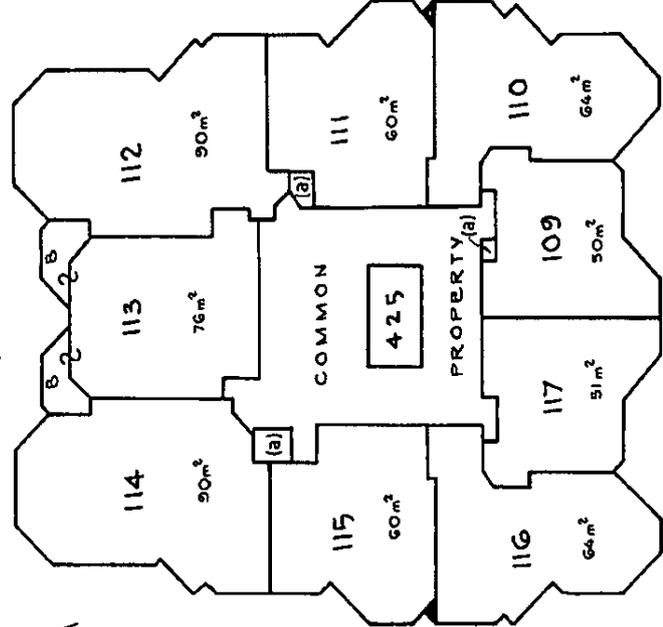
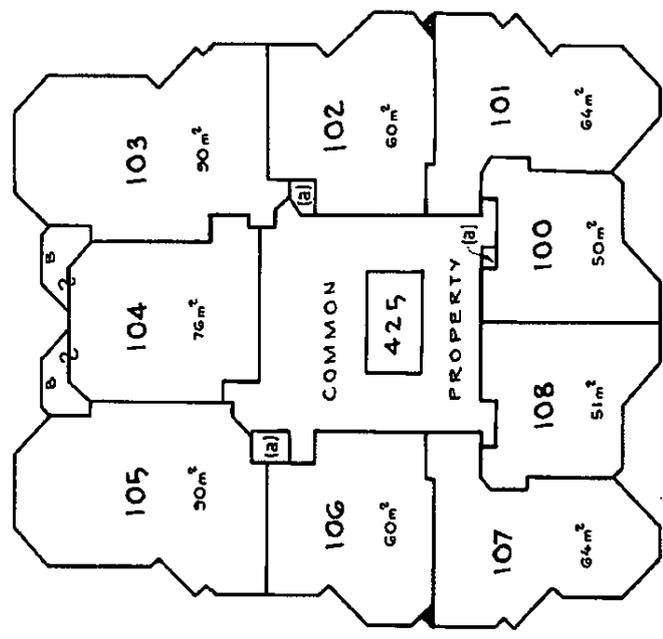
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LEVEL 19

LEVEL 20



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 EASEMENT FOR SERVICES (B) AFFECTING DUCTS WITHIN STRUCTURAL CUBIC SPACE.

B- BALCONY

Reduction Ratio 1: 200 Lengths are in metres

R.W. Barkley  
 Registered Surveyor

Council Clerk

Strata Plan 39994 - 19-20

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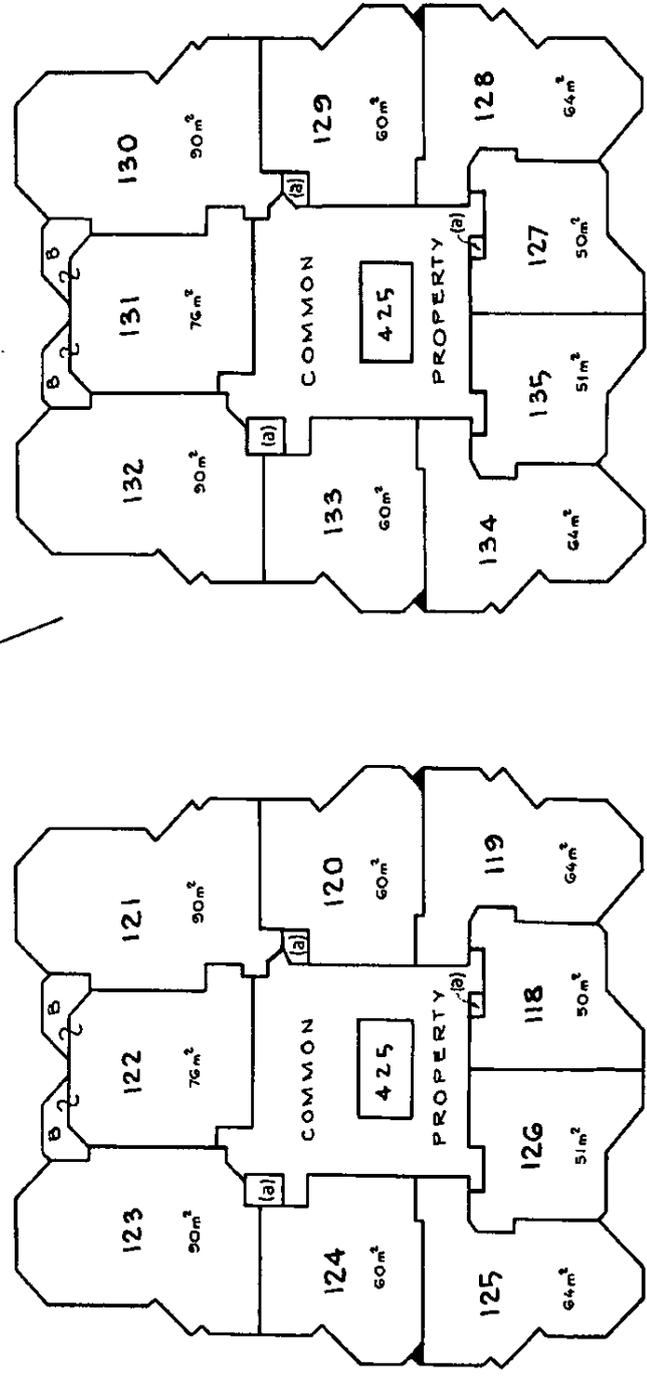
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 STRATA PLAN 390914

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LEVEL 22

LEVEL 21



EASEMENT FOR SERVICES (A)  
 AFFECTING THE WHOLE OF  
 THE COMMON PROPERTY.  
 EASEMENT FOR SERVICES (B)  
 AFFECTING DUCTS WITHIN  
 STRUCTURAL CUBIC SPACE.

Reduction Ratio 1: 200 Lengths are in metres

R. W. Barber  
 Registered Surveyor

STRATA PLAN 390914 20-10-90-426

Council Clerk

Ref: 17/00835/AB / Src: K



the business of letting serviced apartments on Exclusive Use Area A on the following conditions:

- (a) the lessee is entitled to install equipment on Exclusive Use Area A including, without limitation, equipment in connection with the operation of the business of letting serviced apartments and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
- (b) the lessee is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area A excluding any maintenance or repair of a structural nature for which the body corporate is responsible;
- (c) the body corporate may enter Exclusive Use Area A at a reasonable time on notice given to the lessee of lot 145, for the purpose of discharging its responsibility under paragraph (b);
- (d) the lessee must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law; and
- (e) this by-law may not be amended, added to or repealed without the written consent of the lessee.

2.(2) Notwithstanding any other by-law the lessee of lot 145 is entitled to the Naming Rights and for that purpose is entitled on the following conditions to the special privilege to erect and use a sign on Exclusive Use Area G on the following conditions:

- (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of any sign erected under this by-law;
- (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area G; and
- (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair any sign erected under this by-law and must promptly make good any damage to Exclusive Use Area G caused by the erection, maintenance, repair or removal of a sign;

2.(3) Notwithstanding any other by-law the lessee of lot 145 is entitled to the to the exclusive use and enjoyment of Exclusive Use Area D together with the special privilege to erect and use on Exclusive Use Area D a sign indicating the lessee's name, a name under which the lessee carries on business, the occupier's name or the name under which the occupier carries on business on:

- (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of any sign erected under this by-law;
- (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area D; and
- (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair any sign erected under this by-law and must promptly make good any damage to Exclusive Use Area D caused by the erection, maintenance, repair or removal of a sign.

### **Special By-Law 3**

3. Notwithstanding any other by-law the lessees of lots 145 to 153 are entitled to the exclusive use and enjoyment of Exclusive Use Area B on the following conditions:
  - (a) the lessee of lot 145 is entitled to the special privilege to use Exclusive Use Area B for the purpose of providing to the lessees or occupiers of lots 146 to 153 services of any kind in connection with the occupation of those lots;
  - (b) the lessees of lots 146 to 153 are entitled to use Exclusive Use Area B only for the purpose of going to and from their respective lots and using the services provided by the lessee of lot 145;
  - (c) the lessee of lot 145 is entitled to install equipment on Exclusive Use Area B in connection with the provision of the services referred to in paragraph (a) and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
  - (d) the lessee of lot 145 is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area B excluding any maintenance or repair of a structural nature for which the body corporate is responsible;
  - (e) the body corporate may enter Exclusive Use Area B at a reasonable time on notice given to the lessee of lot 145, for the purpose of discharging its responsibility under paragraph (d);
  - (f) the lessee of each of lots 145 to 153 must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law;
  - (g) this by-law may not be amended, added to or repealed without the written consent of the lessee of lot 145;
  - (h) this by-law may not be amended, added to or repealed without the written consent of each of the lessees of lot 145 to 153.

### **Special By-Law 4**

4. Notwithstanding any other by-law the lessee of lot 154 is entitled to the exclusive use and enjoyment of Exclusive Use Area C together with the special privilege to operate a business for the provision of food and drinks on and from Exclusive Use Area C on the following conditions:
  - (a) the lessee must obtain the consent of and all necessary permits and licences from any relevant Governmental Agency to the operation of the business;
  - (b) the lessee is entitled to install equipment on Exclusive Use Area C in connection with the operation of the business and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
  - (c) the lessee is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area C excluding any maintenance or repair of a structural nature for which the body corporate is responsible;

- (d) the body corporate may enter Exclusive Use Area C at a reasonable time on notice given to the lessee of Lot 154, for the purpose of discharging its responsibility under paragraph (c);
- (e) the lessee must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law;
- (f) this by-law may not be amended, added to or repealed without the written consent of the lessee.

### **Special By-Law 5**

4. Notwithstanding any other by-law the lessee of a lot referred to in the Schedule to this by-law is entitled to the exclusive use and enjoyment of the Air Conditioning Plant exclusively servicing the lot on the following conditions:
- (a) a lessee having the benefit of this by-law is responsible for the running costs, maintenance and keeping in a state of good and serviceable repair of the Air Conditioning Plant and for its renewal or replacement if necessary;
  - (b) the lessee must indemnify the body corporate from and against claims, demands, and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law or the lessee's use of the Air Conditioning Plant; and
  - (c) the body corporate may notify a lessee in writing that the body corporate intends until further notice to be responsible for maintaining and keeping in a state of good and serviceable repair the Air Conditioning Plant and the following conditions apply in substitution for the lessee's obligations under paragraph (a):
    - (i) the lessee must reimburse the body corporate for costs incurred by the body corporate under this by-law; and
    - (ii) where 2 or more lessees are liable under this by-law to pay any money to the body corporate or any other person then that money must be paid by the lessees proportionately according to their respective unit entitlements.

### **Schedule**

**Lots entitled to Exclusive Use: Lots 1-157.**

### **Special By-Law 6**

6. Notwithstanding any other by-law the lessee of lot 156 is entitled on the following conditions to the exclusive use and enjoyment of Exclusive Use Area E together with the special privilege to erect and use on Exclusive Use Area E a sign indicating the lessee's name, a name under which the lessee carries on business, the occupier's name or the name under which the occupier carries on business on:
- (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of a sign under this by-law;
  - (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area E; and

- (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair a sign erected under this by-law and must promptly make good any damage to Exclusive Use Area E caused by the erection, maintenance, repair to removal of a sign.

### **Special By-Law 7**

- 6. Notwithstanding any other by-law the lessee of lot 157 is entitled on the following conditions to the exclusive use and enjoyment of Exclusive Use Area F together with the special privilege to erect and use on Exclusive Use Area F a sign indicating the lessee's name, a name under which the lessee carries on business, the occupier's name or the name under which the occupier carries on business on:
  - (a) the lessee must obtain the consent of the Lessor and any relevant Governmental Agency to the erection of a sign under this by-law;
  - (b) the body corporate is responsible for maintaining and keeping in a state of good and serviceable repair Exclusive Use Area F; and
  - (c) notwithstanding paragraph (b) the lessee must maintain and keep in a state of good and serviceable repair a sign erected under this by-law and must promptly make good any damage to Exclusive Use Area F caused by the erection, maintenance, repair to removal of a sign.

### **Special By-Law 8 – Interpretation (repealed and replaced 26 March 2018)**

8(1) In special by-laws 8 to 39, unless a contrary intention appears:

**“Act”** means the Strata Schemes Management Act 2015.

**“Building”** means the building constructed within the Land.

**“Building Manager”** means the person appointed by the owners corporation under special by-law 35.

**“Garbage Room”** means the part of the common property shown as “Right to Use Garbage Room” on the Strata Plan.

**“Garbage Shute”** means the garbage shute passing through the parcel.

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

**“Gymnasium”** means the part of the common property shown as “Easement for Recreation (C)” on the Strata Plan.

**“Land”** means Lot 42 in Deposited Plan 792616.

**“Lease”** means Lease No E17346 between the Lessor and the owners corporation.

**“Lessee”** or **“lessee”** means a person for the time being recorded on the Register as entitled to a leasehold estate in the lot (in the case of a leasehold strata scheme), but does not include a sublessee of of lot in a leasehold strata scheme. Note, a “Lessee” or “lessee” is also an owner of a lot in the scheme”

**“Lessor”** means Sydney Cove Redevelopment Authority, its successors and assigns permitted under Section 43 of the Strata Schemes Development Act 2015 and where not repugnant to the context its agents, employees, invitees and licensees.

**“Lift No. 5”** means the lift in the part of the common property shown as “Right to Use Lift No. 5” on the Strata Plan.

**“Loading Dock”** means the part of the common property shown as “Right to Use Loading Dock” on the Strata Plan.

**“Managing Agent”** means the person appointed by the owners corporation as its managing agent under section 49 of the Act and, if no person is for the time being so appointed, the secretary of the owners corporation.

**“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 Plan”** means Strata Plan No. 39994.

**“Swimming Pool Area”** means the part of the common property shown as “Easement for Recreation (D)” on the Strata Plan.

**“Umbrella Agreement”** means the agreement, as varied from time to time, to provide for regulation of certain matters affecting the Land and the Building between the Lessor and other parties, a copy of which agreement in its original form will be registered in the General Registry of Deeds.

8(2) In special by-laws 8 to 39, 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 owners corporation 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 9 – Behaviour by lessees and occupiers (repealed and replaced 26 March 2018)**

9(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.

9(2) A lessee or occupier of a lot when on common property or when 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 10 – Compliance with by-laws (repealed and replaced 26 March 2018)**

- 10(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 by-laws. If an invitee does not comply with these by-laws the lessee or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.
- 10(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 by-laws.

### **Special By-Law 11 – Compliance with laws (repealed and replaced 26 March 2018)**

- 11(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.
- 11(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 12 – Compliance with Lease and Umbrella Agreement (repealed and replaced 26 March 2018)**

- 12(1) The owners corporation must comply on time and at the owners corporation's expense with obligations imposed on the owners corporation by the Lease and Umbrella Agreement including, without limitation, the obligation in the Lease to refurbish the common property at intervals of not more than 15 years computed from the commencement date of the Lease so that the common property is re-established to a standard appropriate for first class residential apartment premises in the central business district of Sydney.
- 12(2) A copy of the Umbrella Agreement is annexed and marked "A" at the end of the consolidated by-laws for reference only. It is up to the person seeking to rely on the Umbrella Agreement to obtain an executed copy of the Umbrella Agreement or any executed document varying the same.

### **Special By-Law 13 – Condition of a lot (repealed and replaced 26 March 2018)**

13. A lessee or occupier of a lot must keep the lot clean and in good repair.

**Special By-law 14 – Appearance of a lot (repealed and replaced 26 March 2018)**

14(1) A lessee or occupier of a lot must not without the prior written consent of the owners corporation 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.

14(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;
- (b) without the prior written consent of the owners corporation attach to or hang from the exterior of the parcel any aerial or any security device or wires.

**Special By-Law 15 – Damage to common property (repealed and replaced 26 March 2018)**

15(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.

15(2) A lessee of a lot must not do anything to damage or deface common property. This by-law does not prevent a lessee from carrying out cosmetic works to the common property in connection with the lessee's lot

15(3) A lessee or occupier of a lot must not interfere with any personal property vested in the owners corporation.

15(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 16 – Moving of certain articles (repealed and replaced 26 March 2018)**

16(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 owners corporation to be present at the time of moving if it is considered necessary.

16(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 17 – Security of common property (repealed and replaced 26 March 2018)**

17. 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 18 – Notification of defects (repealed and replaced 26 March 2018)**

18. 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 owners corporation in relation to the lessee or occupiers lot or caused by them which is other than minor.

### **Special By-Law 19 – Compensation to owners corporation (repealed and replaced 26 March 2018)**

19. The lessee or occupier of a lot will be liable to compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that lessee or occupier or any lessee, licensee or invitee of that lessee or occupier.

### **Special By-Law 20 – Restricted use of common property (repealed and replaced 26 March 2018)**

- 20(1) The council of the owners corporation 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 one level of the parcel to any other level of the parcel.

- 20(2) The strata committee must make rules and regulations relating to ensuring the security of the parcel from intruders.

### **Special By-Law 21 – Security Keys (repealed and replaced 26 March 2018)**

- 21(1) If the strata committee restricts the access of lessees or occupiers under special by-law 20 the council may make available to lessees free of charge the number of Security Keys which the strata committee considers necessary. The strata committee may charge a reasonable fee for any additional Security Key required by a lessee.

- 21(2) 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 reasonable steps including, without limitation, an appropriate agreement in any lease or licence agreement of that lot to ensure return of the Security Key to the lessee or the strata committee

- 21(3) A lessee or occupier of a lot in possession of a Security Key must not duplicate the Security Key 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 strata committee.

21(4) A lessee or occupier of a lot must promptly notify the strata committee if a Security Key is lost or destroyed.

### **Special By-Law 22 – Garbage (repealed and replaced 26 March 2018)**

22(1) A lessee or occupier of a lot must not deposit or throw on the common property any garbage or refuse except in a receptacle or area specifically provided for that purpose.

22(2) A lessee or occupier of a lot must dispose of garbage and refuse 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 Garbage Shute.

### **Special By-Law 23 – Storage of flammable liquids (repealed and replaced 26 March 2018)**

23. 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 or gases or other material used or intended to be used in connection with the permitted use of the lot.

### **Special By-Law 24 – Insurance premiums (repealed and replaced 26 March 2018)**

24. A lessee or occupier of a lot must not without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase any insurance policy effected by the owners' corporation.

### **Special By-Law 25 – Signs (repealed and replaced 26 March 2018)**

25(1) A lessee or occupier of a lot must not without the prior written consent of the owners corporation 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.

25(2) The owners corporation must obtain the prior written consent of the Lessor before giving any consent under special by-law 25(1) 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 26 – Light (repealed and replaced 26 March 2018)**

26. The owners corporation or a lessee or occupier of a lot must not cause or permit any light from the parcel which may, in the reasonable opinion of the Lessor, result in any nuisance or a hazard to the public.

### **Special By-Law 27 – Animals (repealed and replaced 26 March 2018)**

27. Subject to section 139(5) of the Act, a lessee or occupier of a lot must not keep any animal on a lot or on the common property.

### **Special By-Law 28 – Fire control (repealed and replaced 26 March 2018)**

- 28(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.
- 28(2) The owners corporation 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 that 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 29 – Rules of the area (repealed and replaced 26 March 2018)**

29. The owners corporation 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 The Rocks and applicable to the parcel are observed.

### **Special By-Law 30 – Consent of owners corporation (repealed and replaced 26 March 2018)**

30. A consent given by the owners corporation under these by-laws 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 31 – Complaints and applications (repealed and replaced 26 March 2018)**

31. Any complaint or application to the owners corporation or its council must be addressed in writing to the Managing Agent.

### **Special By-Law 32 – Loading dock and Lift No. 5 (repealed and replaced 26 March 2018)**

- 32(1) The Loading Dock may only be used by a lessee or occupier of a lot, an invitee of a lessee or occupier of a lot or any person entitled to use it between the hours nominated from time to time by the strata committee
- 32(2) Lift No. 5 may only be used by a lessee or occupier of a lot, an invitee of a lessee or occupier of a lot or any person entitled to use it between the hours nominated from time to time by the strata committee.
- 32(3) The strata committee may make rules and regulations relating to the Loading Dock and Lift No. 5.

### **Special By-Law 33 – Swimming Pool Area (repealed and replaced 26 March 2018)**

33(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, an 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 strata committee;
- (b) children under the age of 12 years may use the Swimming Pool Area only if accompanied and supervised by an adult;
- (c) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area.

33(2) The strata committee may make rules and regulations relating to the Swimming Pool Area.

### **Special By-Law 34 – Gymnasium (repealed and replaced 26 March 2018)**

34(1) The Gymnasium may only be used by a lessee or occupier of a lot, an 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 strata committee

34(2) The strata committee may make rules and regulations referring to the Gymnasium.

### **Special By-Law 35 – Management agreement (repealed and replaced 26 March 2018)**

35(1) The owners corporation, in addition to the powers and authorities conferred on it by or under the Act or any other by-laws, 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 5 years with an option of 5 years, with rights for early determination by either the owners corporation or the Building Manager;
- (b) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the owners corporation and for the general repair, maintenance, renewal or replacement of that property;
- (c) the provision of services to lessees or occupiers;
- (d) the supervision of any employees or contractors of the owners corporation;
- (e) the control and supervision of the common property;
- (f) the arbitration of disputes between the owners corporation and the Building Manager; and
- (g) anything else which the owners corporation agrees is necessary or desirable having regard to the operational and management requirements of the owners corporation.

35(2) At the expiration of an agreement entered into under special by-law 35(1) the owners corporation may enter into a further agreement under that by-law.

35(3) The owners corporation may not, without the written consent of the Building Manager, enter into more than one agreement under special by-law 35(1) at any one time.

**Special By-Law 36 – Obstruction of Building Manager (repealed and replaced 26 March 2018)**

36. 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 special by-law 35(1); or
- (b) interfere with or obstruct the Building Manager from using any part of the common property designated by the owners corporation for use by the Building Manager.

**Special By-Law 37 – Power of owners corporation to enter into certain other agreements (repealed and replaced 26 March 2018)**

37. The owners corporation, in addition to the powers and authorities conferred on it by or under the Act or any other by-laws, has the power and authority to execute documents to provide for regulation of certain matters affecting the Land and the Building between the Lessor, the owners corporation and other parties including, without limitation:

- (a) The Umbrella Agreement a copy of which is annexed and marked "A" at the end of the document of consolidated by-laws;
- (b) any document varying the document referred to in paragraph (a) after that document is executed.

**Special By-Law 38 – Restriction on use (repealed and replaced 26 March 2018)**

38(1) A lessee of a lot who is also a lessee of a lot in Strata Plan No. 39995 must not permit the lot in Strata Plan No. 39995 to be used by anyone other than a lessee or occupier of another lot in the Strata Plan or a lessee or occupier of a lot in the strata scheme constituted on registration of the leasehold strata plan to be registered in respect of Strata Plan No. 40417.

38(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 complies with the terms of this by-law.

**Special By-Law 39 – Power of owners corporation to enter agreement re BMU (repealed and replaced 26 March 2018)**

39(1) The owners corporation, in addition to the powers and authorities conferred on it by or under the Act or any other by-laws, has the power and authority to enter into an agreement with The Owners – Strata Plan No. 404017 in connection with the sharing of the use of the building maintenance unit (BMU) vested in the owners corporation of that scheme for the purpose of cleaning and maintaining the Building.

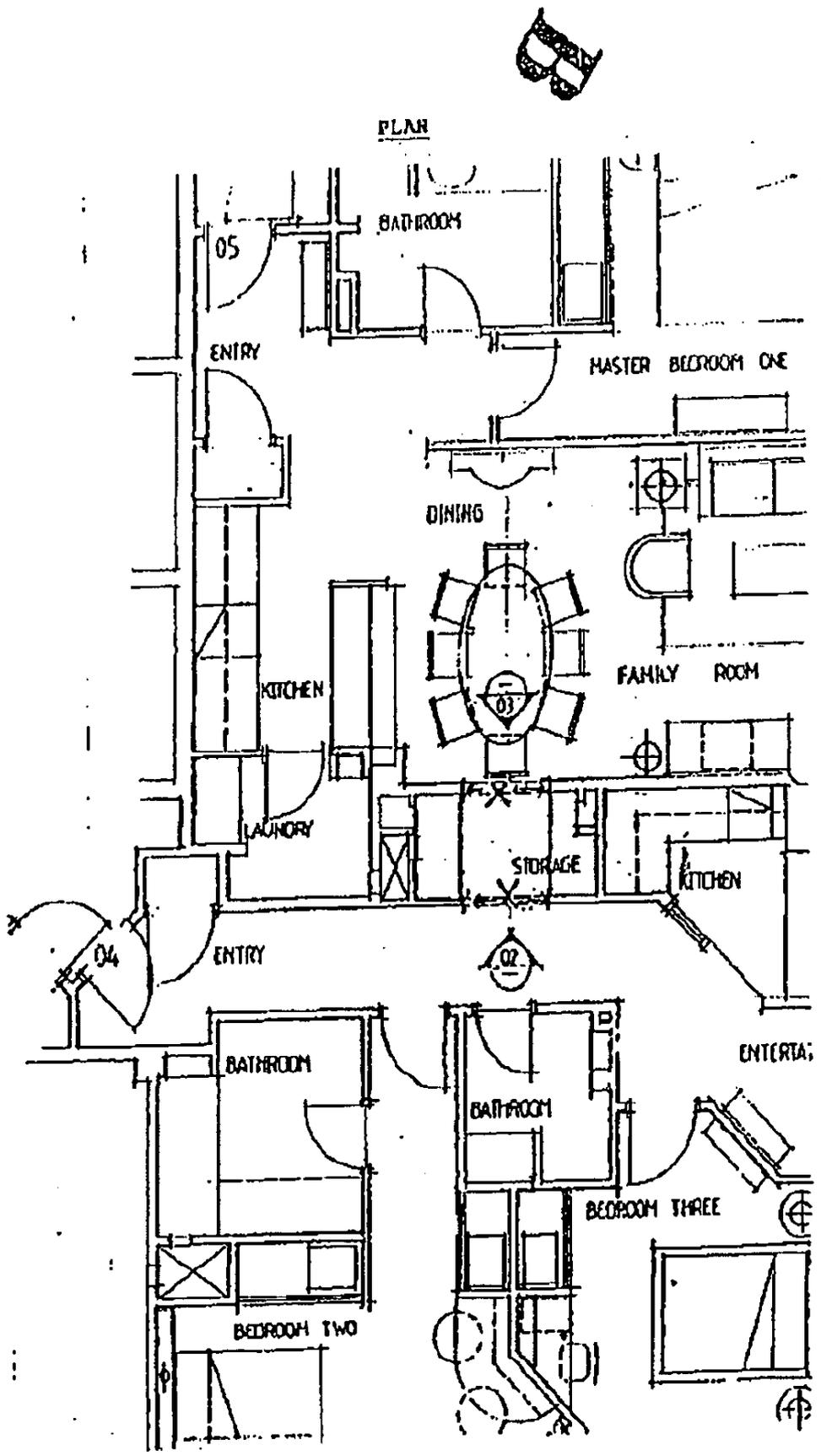
39(2) At the expiration of an agreement entered into under special by-law 39(1) the owners corporation may enter into a further agreement under that by-law.

### **Special By-law 1 (passed 23 March 1992)**

That the body corporate issue to ABC Tissue Products Pty Limited the proprietor of lots 94 and 95 in strata scheme 39994 and its successors in title each of the lots, consent in writing to removal of part of the wall common to the two lots, as detailed in the plan attached to and forming part of the by-law and shall further grant to the proprietors of lots 94 and 95 exclusive use and enjoyment of the common property air space created by removal of part of the wall, subject to the following conditions:-

- (i) Prior to commencement of the works, the proprietor shall obtain the approval of all statutory authorities whose requirements pertain to the works, and in performing the works shall comply with all directions, orders and requirements of the said authorities, and shall ensure and be responsible for compliance with such directions orders and requirements by his servants agents and contractors.
- (ii) Before any such work is undertaken, a certificate will be obtained from the structural engineer responsible for the design of the building, that is Mateffy-Perl-Nagy Consulting Engineers, and if this consulting engineer is nominated by the Council of the Body Corporate certifying that the proposed removal will not interfere with the structural integrity of the building.
- (iii) All work must be undertaken by duly qualified tradesmen in a proper and workmanlike manner.
- (iv) All works must be undertaken between the hours of 8.30 am and 5.30 pm on Monday to Friday, other than Public Holiday unless otherwise directed by the Council of the Body Corporate.
- (v) Common property entrance ways, elevators, hallways and similar such areas are to be fully protected against damage.
- (vi) Any damage caused to the common property must be made good by the proprietor effecting the alteration.
- (vii) All common property areas must be left in a clean and tidy condition.
- (viii) All work must be undertaken in such a way as to cause minimum disturbance or inconvenience to the proprietors or occupiers of other lots.
- (ix) The Body Corporate will not be responsible for the reinstatement of any wall in the event that any lots separated by that wall become the subject of separate ownership or for any other reason whatsoever and all costs associated with the wall reinstatement shall be responsibility of the proprietor of lots 94 and 95.
- (x) The Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property the subject of this by-law.
- (xi) The proprietor shall be responsible to maintain and to keep in a state of good and serviceable repair any alterations and additions undertaken pursuant to this by-law and shall perform maintenance or repairs upon or replace the alterations and additions when the Body Corporate by written notice reasonably shall require him to do so.
- (xii) The proprietor shall indemnify and keep indemnified the Body Corporate against:-

- (a) any sums payable by the Body Corporate by way of increased insurance premiums as a direct or indirect result of the use of the relevant area of common property or of the works;
  - (b) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Body Corporate and arising directly or indirectly out of the works or the altered state or the use of the common property deriving therefrom;
  - (c) all costs, including legal costs, of or about the making of this by-law; and
  - (d) any liability on the part of the Body Corporate for any damage to the works or the improvements resulting from the works caused by or arising out of the carrying out by the Body Corporate, by its agents, servants or contractors, of any work referred to in Section 64 of the Strata Titles Act 1973 or the exercise of the power of entry conferred by that section.
- (xiii) If necessary, a building alteration plan will be lodged by the proprietors effecting the alteration, in accordance with Section 17 of the Strata Titles (Leasehold) Act 1986.
- (xiv) All legal work of our about the making of this by-law shall be carried out by legally certified practitioners nominated by the Council of the Body Corporate.



## Special By-law 40 (passed 11 October 1993)

40.1 In this special by-law:

**“Exclusive Use Area”** means the common property created on registration of Strata Plan No. 47537 being a subdivision of lot 156 and lot 157 and the common property area west and north and the area, including the common property wall, adjacent to lot 421 in DP 811583.

40.2 Notwithstanding any other by-law the lessees of lot 145 and lots 158 to 166 are entitled to the following exclusive rights and special privileges:

- (a) the lessee of lot 145 is entitled to the special privilege to use the Exclusive Use Area for the purpose of providing to the lessees or occupiers of lots 158 to 166 services of any kind in connection with the occupation of those lots; and
- (b) the lessees of lots 158 to 166 are entitled to use the Exclusive Use Area only for the purpose of going to and from their respective lots and using the services provided by the lessee of lot 145 on the following terms and conditions:
  - (i) the lessee of lot 145 is entitled to install equipment on the Exclusive Use Area in connection with the provision of the services referred to in clause 40.2(a) including, without limitation, air conditioning units and for that purpose may make minor alterations to the common property including, without limitation, alterations to non-structural walls;
  - (ii) the lessee of lot 145 is entitled to charge the lessee of lots 158 to 166 a fee for the provision of services to those lots; and
  - (iii) the lessees of lots 158 to 166 are responsible for maintaining and keeping in a state of good and serviceable repair the Exclusive Use Area excluding maintenance or repair of a structural nature for which the body corporate is responsible;
  - (iv) the lessees of lots 158 to 166 must reimburse the body corporate for any increase in insurance premiums attributable to the common property walls created as a result of the subdivision;
  - (v) the lessees of lots 158 and 166 must indemnify the body corporate against any cost of replacement or repair of the common property walls referred to in clause 40.2(iv) not recoverable from insurance provided that such costs are not incurred as a result of the negligence or default of the body corporate;
  - (vi) the lessee of each of lot 145 and lots 158 to 166 must indemnify the body corporate from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred on it by this by-law; and
  - (vii) the body corporate may enter the Exclusive Use Area at reasonable times on notice given to the lessees of lot 145 and lots 158 to 166 for the purpose of discharging its responsibility under clause 40.2(iii) and for the purpose of ensuring that the lessee of lots 145 and the lessees of lots 158 to 166 are complying with their obligations under this special by-law.

- 40.3 Notwithstanding clause 40.2(iii) the lessee of lot 145 may by written notice to the body corporate and the lessees of lots 158 to 166 elect to be responsible for maintaining and keeping in a state of good and serviceable repair the Exclusive Use Area excluding any maintenance or repair of a structural nature. The body corporate and the lessees of lots 158 to 166 must accept any election made by the lessee of lot 145 under this clause.
- 40.4 If the lessee of lot 145 gives a notice under clause 40.3 the lessee of lot 145 is entitled to require the lessees of lots 158 to 166 to enter into an agreement with agreement may provide for:
- (a) a term commencing on the commencement date of the agreement and ending on 5 December 2088, with rights for early determination by either the lessee of lot 145 or the lessees of lots 158 to 166;
  - (b) the maintenance, cleaning and keeping in a state of good repair the Exclusive Use Area by the lessee of lot 145 including maintenance of plants and air conditioning units;
  - (c) the security and supervision of the Exclusive Use Area;
  - (d) the provision of services to the lessees of lots 158 to 166 in accordance with the entitlement of the lessee of lot 145 under paragraph 40.2(a);
  - (e) payment of a fee by the lessees of lots 158 to 166 to the lessee of lot 145 for any services provided by the lessee of to 145 under clause 40.2(a) and for the cost of the lessee of lot 145 complying with its obligations under clause 40.3;
  - (f) rights of assignment by the lessee of lot 145; and
  - (g) arbitration of disputes between the lessee of lot 145 and the lessees of lots 158 to 166.
- 40.5 The lessee of lot 145 may by notice in writing to the body corporate and the lessees of lots 158 to 166 terminate the provisions of clause 40.3 in which event the terms of clause 40.2(iii) of this by-law will apply.
- 40.6 This by-law may not be amended or added to without the written consent of the lessee of lot 145.
- 40.7 This by-law may not be repealed without the written consent of each of the lessees of lot 145 and lots 158 to 166.
- 40.8 The lessee of lot 145 is responsible for the cost of making and registering this by-law including reasonable legal costs incurred by the body corporate.

#### **Special By-law 41 – Door Maintenance (passed 28 February 2005)**

- (1) An Owner must maintain, repair and replace all locks, peep-holes, door-closers and other security devices (each a “fire or safety device”) installed in the entry door to their Lot.
- (2) Fire or safety devices within a Lot must:
  - (a) comply with all fire safety laws and requirements imposed by any government authority or by the Owners Corporation, (“fire safety requirements”);

- (b) be installed in a proper and workmanlike manner and have an appearance in keeping with the appearance of the building; and
  - (c) be approved by the Building Engineering Manager.
- (3) If any change made to the floor surface under an entry door to a Lot (for example a change from carpet to tiles) has the effect of making the door non-compliant with any fire safety requirement, the Owner of the Lot must at his expense take whatever action is required to render the entry door compliant with such fire safety requirement.
- (4) The Owners indemnify the Owners Corporation in relation to any cost, or liability incurred by the Owners Corporation, or any damage to the common property, arising out of any installation or removal of a fire or safety device in their Lots.
- (5) If the Owners Corporation determines that
- (i) it is inappropriate to maintain, repair or replace a fire or safety device; and
  - (ii) neither the safety nor the appearance of any part of the building will thereby be prejudiced, the Owners Corporation may resolve either that no remedial action is necessary or that a new entry door should be installed at the expense of the Owner.
- (6) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- (i) carry out all work necessary to perform that obligation;
  - (ii) recover the cost of such work from the Owner; and
  - (iii) recover from the owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection or certification of the building.

## **Special By-law 42 Cosmetic Works, Minor Renovations and Building Works**

### **1. Works are not permitted**

- 1.1. The Owner of a lot in the strata scheme must not permit or carry out any works to the common property in connection with the Owners' lot unless the work comprises of:
- a. Cosmetic Work; or
  - b. Minor Renovations that have been Approved; or
  - c. Building Works that have been Approved; and

the Owner and their contractors, builders, servants or agents comply with the terms of this by-law.

### **2. Definitions**

- 2.1 In this by-law, the following terms are defined to mean:

- a. "**Act**" means the *Strata Schemes Management Act 2015* (NSW);

- b. **“Application”** means a request by an Owner in writing to the owners corporation to carry out Minor Renovations or Building Works prior to the commencement of the proposed works and which includes the following information:
- i. the Owner’s name and lot number,
  - ii. details of the work, including copies of any plans, drawings or specifications,
  - iii. the expected duration and times of the works,
  - iv. details of the persons carrying out the work including that person’s qualifications to carry out the work, and
  - v. arrangements to manage any resulting rubbish or debris.
- c. **“Approval”** or **“Approved”** means:
- i. for Minor Renovations the written approval from the owners corporation, following a resolution by either the strata committee or the owners corporation, to an Owner stating that the Owner may carry out the works subject of their Application.
  - ii. for Building Works the passing by the owners corporation of a by-law in all material respects the same as the by-law contained at **Annexure A** to this by-law authorizing the Owner to carry out the works subject of their Application.
- d. **“Building”** means the building known as “Quay West” located at 98 Gloucester Street, Sydney 2000;
- e. **“Building Works”** means works done to the common property in connection with a lot which are not Cosmetic Works or Minor Renovations and includes but is not limited to:
- i. work involving structural changes to either a lot or the common property,
  - ii. work involving waterproofing,
  - iii. work that changes the external appearance of a lot, including the installation of an external access ramp,
  - iv. work involving relocation of pipes or services,
  - v. work for which consent or another approval is required under any other statute,
  - vi. work that is authorised by a by-law made under the Act or a common property rights by-law, and has been approved by special resolution at a general meeting.
- f. **“Cosmetic Works”** means works done to the common property in connection with a lot and includes:

- i installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
- ii installing or replacing handrails,
- iii painting,
- iv filling minor holes and cracks in internal walls,
- v laying carpet,
- vi installing or replacing built-in wardrobes,
- vii installing or replacing internal blinds and curtains,
- viii any other work prescribed by the Regulations for the purposes of section 109 of the Act.

but does not include Minor Renovations or Building Works.

g. **“Minor Renovations”** means works done to the common property in connection with a lot including:

- i renovating a kitchen,
- ii changing recessed light fittings,
- iii installing or replacing wood or other hard floors,
- iv installing or replacing wiring or cabling or power or access points,
- v work involving reconfiguring non-structural walls,
- vi removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- vii installing a rainwater tank,
- viii installing a clothesline,
- ix installing a reverse cycle split system air conditioner,
- x installing double or triple glazed windows,
- xi installing a heat pump,
- xii installing ceiling insulation; and
- xiii any other work prescribed by the Regulations for the purposes of section 110 of the Act

but does not include Cosmetic Works or Building Works;

h. **“Owner”** means an owner of a lot from time to time in Strata Plan No. 39994;

i. **“Regulations”** means the *Strata Schemes Management Regulation 2016*;

- 2.2. Where any term used in this by-law is defined in the Act, it will have the same meaning as attributed under the Act.
- 2.3. Words importing:
  - a. the singular include the plural and vice versa; and
  - b. a gender includes any gender.
- 2.4. A reference to a 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.
- 2.5. To the extent that this by-law is inconsistent with any other by-law in force for the scheme, the terms of this by-law shall prevail to the extent of the inconsistency.

### **3. Cosmetic Works – Rights and Conditions**

- 3.1. On the conditions set out in paragraphs 11 to 13 of this by-law, an Owner of a lot may carry out Cosmetic Work to common property in connection with the Owner's lot without the approval of the owners corporation.
- 3.2. An Owner must ensure that:
  - a. any damage caused to any part of the common property or to another lot by the carrying out of Cosmetic Work by or on behalf of the Owner is repaired, and
  - b. the Cosmetic Work and any repairs are carried out in a competent and proper manner.

### **4. Minor Renovations**

- 4.1. On the conditions set out in paragraph 4 and paragraphs 6 to 13 of this by-law and with the Approval of the strata committee, each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to repair and maintain and renew and replace the Minor Renovations.
- 4.2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
- 4.3. The strata committee, when considering an Application to conduct Minor Renovations may, acting reasonably, impose conditions on any Approval and must not unreasonably withhold their Approval.

### **5. Building Works**

- 5.1. On the conditions set out in paragraphs 5 to 7 and 9 to 13 of this by-law and with the Approval of the owners corporation, an Owner may carry out Building Works to the common property in relation to their lot.
- 5.2. The owners corporation when considering an Application to conduct Building Works:
  - a. must require the Owner to:

- i. submit to the owners corporation a motion to make an additional by-law authorising the works in all material respects the same as the by-law contained at **Annexure A** to this by-law ;
    - ii. apply to the City of Sydney Council (or any successor) ("**Council**") for development or other approval for the performance of the works or to provide written confirmation that no such approval is required; and
  - b. may impose such other restrictions and obligations the owners corporation considers are reasonable and appropriate having regard to the nature of the proposed works.
- 5.3. For clarity, nothing in this by-law permits or grants an Owner exclusive use or special privileges to any part of the common property to carry out Building Works.

## **6. Conditions - Prior to Conducting Minor Renovations or Building Works**

- 6.1. An Owner must make an Application to the owners corporation at least 28 days prior to commencing Minor Renovations or Building Works.
- 6.2. Following receipt of an Application, the strata committee must provide a written response to the Owner within 28 days acknowledging the Application and advising of the expected date of the meeting at which the Application would be considered.
- 6.3. Prior to undertaking Minor Renovations or Building Works, in addition to any other requirements under this by-law, the Owner must obtain and provide to the strata committee:
  - a. the certificate of currency of the insurance policy of the contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
    - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
    - ii. any insurance required in respect of the works under section 92 of the *Home Building Act 1989*; and
    - iii. workers' compensation in accordance with applicable legislation;
- 6.4. In addition to clause 6.3 for the purpose of undertaking Building Works, prior to the commencement of the Building Works the Owner must provide to the strata committee:
  - a. the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Building Works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the executive committee, the works will not adversely affect the structural integrity of the Building or any part thereof; and
  - b. a dilapidation report to be conducted of the common property and each lot affected or likely to be affected by the Building Works (only if required by the strata committee).

## 7. Conditions - Performance of the Works

7.1 In carrying out the Minor Renovations or Building Works, the Owner must:

- a. ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;
- b. ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
- c. ensure that the works are carried out substantially in accordance with the plans, drawings and specifications contained in the Application and, if Council approval is required, as approved by the Council;
- d. not materially amend or vary the plans, drawings and specifications without the approval in writing of the strata committee and, if required, the Council;
- e. take reasonable precautions to protect all areas of the Building outside the Owner's lot from damage by the works;
- f. ensure that all construction materials, equipment, debris and other material associated with the works is transported over common property in the manner reasonably directed by the strata committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the Building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin;
- g. ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;
- h. ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;
- i. ensure that the works are only performed between the hours of 8.00 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;
- j. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, their employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
- k. ensure that the works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;
- l. ensure that neither the Owner nor the Owner's contractor, their employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, Building materials, tools or equipment;

- m. ensure that any damage caused by the Owner or the Owner's contractor, their employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;
- n. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the strata committee, acting reasonably, permits.

## **8. Conditions - Flooring Works**

8.1. In addition to the conditions in paragraphs 6 to 7 and 9 to 13 of this by-law, an Owner of a residential lot in Strata Plan No. 39994 who wishes to carry out Minor Renovations for the purpose of installing or replacing wood or other hard floors, or removing carpet or other soft floor coverings to expose underlying wooden or other hard flooring, must comply with the following:

- a. The Owner must ensure that all floor space within the lot, excluding the floor space comprising a kitchen, laundry, lavatory, bathroom or balcony or to any lot the whole of the floor space of which is superimposed over a utility lot or other non-habitable space, is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- b. The Owner must ensure that the acoustic performance standard measured in situ for any such floor finish (including insulation) achieves a minimum five star rating in accordance with the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse acoustic Rating as at September 2010.
- c. The Owner at the Owner's expense must provide the owners' corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person approved by the owners' corporation to show compliance or otherwise with by-laws.
- d. The acoustic report shall be in two parts:
  - i. an opinion in writing of the proposed installation's compliance before the works commence; and
  - ii. a certificate of compliance with by-laws following the completion of the installation. The Owner must provide such certificate within 28 days of the completion of the installation or renewal of any flooring other than carpet within its lot.

## **9. Completion of Works**

- 9.1. The Owner must within 28 days of completion of the Minor Renovations or Building Works, provide to the strata committee any certificate or report required by this by-law and must notify the strata committee in writing of the completion of the works.
- 9.2. If the approval of the Council is required to carry out any Minor Renovations or Building Works, on completion of the work the Owner must provide the strata committee with a certificate that the works comply with the conditions of any Council approval.

## **10. Maintenance of the works**

- 10.1. The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the Minor Renovations or Building Works in a state of good and serviceable repair and must renew or replace those fixtures and fittings when necessary.
- 10.2. The Owner must properly maintain and keep the Minor Renovations and Building Works and the common property to which they are attached in a state of good and serviceable repair.

## **11. Cost and Risk of the Works**

- 11.1. Any Cosmetic Works, Minor Renovations or Building Works (including their repair, maintenance, replacement or removal) are undertaken at the cost and risk of the Owner.
- 11.2. The Owner shall bear the costs of the owners corporation including the costs of the managing agent for the purpose of any Approval including, where required, the making, registering and enforcing any by-law.

## **12. Liability and Indemnity**

- 12.1. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Cosmetic Works, Minor Renovations and / or Building Works and will make good that damage immediately after it has occurred.
- 12.2. The Owner indemnifies the owners corporation and each other owner and occupier against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Cosmetic Works, Minor Renovations or Building Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

## **13. Right to Remedy Upon Default**

- 13.1. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:
  - a. carry out all work necessary to perform that obligation;
  - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
  - c. recover the costs of carrying out that work from the Owner.
- 13.2. The costs referred to in paragraphs 11.2 and 13.1(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, strata management fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

- 13.3. If the costs referred to in paragraphs 11.2 and 13.1(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month

#### **Annexure A to Special By-law 42**

#### **Special By-Law No. *[insert special by-law no.]* – Authorisation of Building Works in Lot *[insert lot no.]***

##### **1. Grant of Special Privilege and Exclusive Use Right**

- 1.1 On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot *[insert lot number]* (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

a. *[insert description of works]*

all as depicted on the drawings attached to an forming part of this by-law at Annexure A (“**Plans**”) *[delete this clause if not applicable]*

##### **2. Conditions**

- 2.1 The Owner must, at their own cost, have obtained a copy of Special By-Law 42.
- 2.2. The Owner acknowledges that they have read and understood the terms and conditions of Special By-law 42.
- 2.3 The terms and conditions contained in Special By-law 42 for carrying out Building Works as defined in Special By-law 42 are imported into this by-law.
- 2.4 The Owner acknowledges that they must comply with the terms and conditions for Building Works set out in Special By-Law 42.

#### **Annexure A**

*[insert plans as required]*

#### **Special By-law No. 43 – Floor coverings (passed 15 March 2010)**

An owner and an occupier of a lot in strata plan no. 39994 must ensure that all floor space in the lot is covered or otherwise treated to stop the transmission of noise that unreasonably disturbs another owner's or occupier's enjoyment of their lot or the common property.

#### **Special By-law No. 44 – Access to Lots for maintenance and repairs to common property and for fire safety inspections (passed 25 March 2013)**

#### **DEFINITIONS**

*Fire Safety Inspection* means an inspection of a building or premises for purposes relating to fire safety, including a fire safety inspection referred to in section 123 of the *Strata Schemes Management Act 2015* (NSW) ("Act").

*Work* means any work that an Owners Corporation is authorized by sections 122(1) and 122(2) of the Act to enter a Lot to carry out or to determine whether the work is required to be carried out.

## **INTERPRETATION**

Any term used in this By-law that appears in the Act has the same meaning as in the Act.

The singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

## **PURPOSE**

The purpose of this by-law is to ensure that the Owners Corporation recovers any additional costs incurred when the Owner or Occupier of a Lot does not comply with a reasonable request for access to their Lot for the purpose of Fire Safety Inspections, carrying out Work or determining whether Work is required to be carried out.

## **ACCESS TO LOTS**

1. Other than in an emergency under section 122(3) of the Act, if the Owners Corporation wishes to enter a Lot for the purpose of a Fire Safety Inspection, to carry out Work or to determine whether Work is required to be carried out, the Owners Corporation must, at least 72 hours before access is required, notify the Occupier (and, if the Occupier is not also the Owner, notify the Owner) of two alternative times at least 24 hours apart during which access to the Lot is requested.
2. If the Occupier of the Lot does not provide access to the Lot at either of the nominated times and the Owners Corporation incurs additional costs as a result, the Owner of the Lot must indemnify the Owners Corporation for those additional costs.
3. The Owners Corporation may recover the amount payable by an Owner under paragraph 2 above as a contribution recoverable under section 86 of the Act.

## **Special By-law No. 45 – Fire Safety Equipment and False Alarm Call-Outs (passed 25 March 2013)**

### **DEFINITIONS**

*Fire safety equipment* means the common property fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the lots and common property in accordance with legislative requirements or in the interests of safety at the parcel.

*Call-out* means the activation of smoke or fire alarms forming *Fire safety equipment* resulting in the attendance of an authorised contractor or the Fire Brigade to investigate the cause.

### **INTERPRETATION**

Any term used in this By-law that appears in the *Strata Schemes Management Act 2015* (NSW) (Act) has the same meaning as in the Act.

The singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

### **SCOPE OF BY-LAW**

1. An Owner or Occupier must not alter, nor permit or authorise any other person to alter, any *Fire safety equipment* except with the prior written consent of the Owners Corporation, including, where relevant, the necessary authorisation by special resolution under s 108 of the Act.
2. If the Owner or Occupier of a lot, their invitee, or any person permitted or authorised by them, alters any *Fire safety equipment* in contravention of paragraph 1, the Owners Corporation may:

- (a) repair or replace the *Fire safety equipment* so as to return it to its previous state or as close to that state as is reasonably practicable; and
- (b) enter into the Owner or Occupier's lot for the purpose of those repairs or replacement after giving the owner or occupier at least 12 hours notice or, in the case of an emergency, without notice,

and the Owner of the Lot must indemnify the Owners Corporation for all costs incurred by the Owners Corporation in exercising its rights under this paragraph 2.

3. Where *Fire safety equipment* or human error has triggered an alarm and:

- (a) a *Call-out* has occurred;
- (b) it is a false alarm; and
- (c) the *Fire safety equipment* has not malfunctioned,

the Owner of the lot in which the *Fire safety equipment* is installed must indemnify the Owners Corporation for any charges associated with that *Call-out*.

4. The Owners Corporation may recover the amount payable by an Owner under paragraphs 2 or 3 above as a contribution recoverable under section 86 of the Act.

### **Special By-law 46 – Works – Lot 5 (passed 26 March 2015)**

#### **Definitions**

In this by-law:

“**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme or the Lot.

“**Building Manager**” is the building manager or his representative for strata plan no. 39994.

“**Consent Form**” means the written consent of the owner of the Lot:

- (a) agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- (b) which is a pre-requisite to the operation of this by-law.

“**Lot**” means lot number 5 in strata plan no. 39994;

“**Owner**” means the owner for the time being of the Lot.

“**Works**” means the alterations and additions to the Lot and common property as are more particularly set out in the Belrom Projects Schedule of Works annexed and marked “A”.

### **Interpretation**

In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

references to legislation includes references to amending and replacing legislation.

A. Subject to the Conditions of this by-law, the Owner has:

- (a) a special privilege to carry out and keep the Works to and on the common property as is necessary; and
- (b) the exclusive use of the common property that is affected by the Works.

B. Before commencement of the Works the Owner must:

- (a) provide any documents reasonably required by the Owners Corporation relating to the Works;
- (b) obtain the approval of the Owners Corporation in accordance with the Owners Corporation’s by-laws and Renovations Policy & Procedures howsoever relating to the Works;
- (c) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) provide all information required to be provided to any Authority, to the Owners Corporation;

C. When carrying out the Works the Owner must:

- (a) use qualified, reputable and appropriately licensed and insured contractors;
- (b) do the work in a proper manner and to the Owners Corporation’s and the relevant Authority’s reasonable satisfaction (if applicable);
- (c) not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;

- (d) not damage or interfere with or alter the integrity of fire rated doors or walls;
  - (e) not interfere with any common property door, gate, roller door or access way to the strata scheme;
  - (f) not interfere with or disable any security device or system installed anywhere in the common property;
  - (g) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane in the Owners Corporation's reasonable opinion), ensure that such work is done being mindful of the Owner's obligations in Condition D (c) of this by-law;
  - (h) where the Owner is proposing installation of non-carpet flooring, ensure that soundproofing qualities and standards which are prevailing best practice are achieved;
  - (i) immediately repair any damage caused to common property, the Lot, any other lot or the property of any owner or occupier of a lot in the strata scheme;
  - (j) carry out work only between the hours approved by the Building Manager;
  - (k) not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
  - (l) remove all debris from the common property as soon as possible but at least daily;
  - (m) not permit any persons associated with the Works to park in any parking space or common property so as to block any other occupier from accessing the car park or their car space;
  - (n) not permit any trucks or vehicles which are registered to carry a weight in excess of that approved by the Building Manager, to enter the car park;
  - (o) not interfere with any security device to any other part of the building containing the Lot;
  - (p) ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
  - (q) not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law;
  - (r) not permit any persons to remain on common property for work breaks;
  - (s) comply with all conditions imposed by any Authority;
  - (t) comply with all conditions imposed by the Owners Corporation and Building Manager; and
  - (u) permit the Building Manager to inspect the lot to ascertain compliance with these Conditions.
- D. After carrying out Works approved under this by-law, and if the Owners Corporation reasonably requests such, the Owner must:

- (a) within 14 days produce written certification that the Works have been inspected after completion and that they meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the building has not been compromised by the Works; and
  - (b) in the case of Works involving removal of a non-structural or non-load bearing wall or walls, acknowledge that the Owners Corporation is not required to re-instate any such wall or walls in the future; and
  - (c) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot in the Owners Corporation's reasonable opinion), provide evidence from a reputable, qualified consulting engineer acceptable to the Owners Corporation that the watertight integrity of the building has not been compromised by work done or not done as the case may be;
  - (d) in the case of Works that interfere with existing fire safety devices or that require an upgrade of fire safety measures or additional fire safety measures according to the relevant Authority, provide evidence that all fire safety standards are fulfilled at the Owner's cost; and
  - (e) on reasonable notice permit the Building Manager to enter and inspect the Lot to establish compliance with relevant conditions of this by-law.
- E. At all times the Owner must:
- (a) comply with all other by-laws in force for the strata scheme and the Renovation Procedures & Policies adopted by the Owners Corporation from time to time which may apply to the activities contemplated in this by-law; and
  - (b) maintain, repair and replace the Works at their cost and as the Owners Corporation may reasonably require; and
  - (c) accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - (d) comply with the Strata Schemes Management Act 1996 and its Regulations; and
  - (e) indemnify the Owners Corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of the Works and pay those costs on demand.
- F. The costs of the approved Works and the legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.
- G. For the purposes of insurance, the Works will remain the Owner's fixtures.
- H. Where the Works add to or alter common property for the purpose of improving or enhancing that common property, the Owners Corporation hereby specially resolves pursuant to section 65A of the Act that:
- (a) the Owner is specifically authorised to take that action; and

- (b) the Owner must maintain the subject common property in accordance with the terms and conditions of this by-law.
- I. If the Owner fails to comply with any obligation of this by-law, the Owners Corporation may:
  - (a) enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - (b) recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the *Strata Schemes Management Act 1996* and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

"A"

**BELROM PROJECTS**  
*Building Excellence*

**SCHEDULE OF WORKS**

**ADDRESS: Quay West Apartments Unit 805/98 Gloucester Street Sydney**

---

- No structural work to walls and ceilings.
- Move furniture to allow trades to commence work.
- Disconnect sink, laundry tub, cooktop and oven.
- Remove existing kitchen cupboards, granite top and splash back
- Install new kitchen fit out.
- Remove all cupboards in laundry and install new laundry fit out.
- Remove closet in front of entry and wall to existing kitchen bench.
- Disconnect all electrical where required.
- Re-direct ceiling exhaust.
- Remove closet to entry and patch ceiling.
- Remove nib wall to end of existing kitchen island bench.
- Prepare plumbing and electrical to suite new kitchen and laundry layout.
- Supply and install 20 down lights.
- Remove existing and supply and install new floor tiles to laundry, kitchen.
- Remove existing carpet in lounge, dining and entry and supply and install new tiles.  
Supply and install new carpet to bedroom (Dream View 735 Smoke)
- Patch and repair gyprock ready for painting.

- Re-paint laundry, kitchen, entry, lounge, bedroom and bathroom.
- Re-connect all appliances supplied by owner.
- Final clean to apartment.
- Remove all rubbish.
- Replace all furniture to unit.
- Supervision to all trades.
- NO work, other than painting is being carried out to bathroom.

Romcorp Constructions Pty Ltd & Belcon Ply Ltd T/AS Belrom Projects  
ABN 93 866 059 484  
PO Box 174 Hoxton Park NSW 2171 Email angelo@romcorp.com.au  
Angelo Mob: 0419 013 516 Samuel Mob: 0404 138 818  
Fax: 02 9608 6037

## **Special By-law 47 – Exclusive Use by-law for past works to common property – Lots 163 & 164 (passed 29 April 2016)**

### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Lots** means lots 163 and 164 in strata scheme 39994.
- (b) **Owners** means the owners from time to time of the Lots
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 39994.
- (d) **Works** means the removal of approximately 2 meters of the common property wall between Lots 163 and 164 and the installation of a doorway and fixed glazed panel, which occurred prior to the meeting at which the resolution for special by-law was passed.
- (e) **Exclusive Use Area** means the area of common property reasonably required by the Owner to keep the Works solely benefiting the Owner.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

## PART 2

### GRANT OF RIGHT

- 2.1 The Owners are granted the exclusive use to keep and use the Works in the Exclusive Use Area.

## PART 3

### CONDITIONS

#### Enduring rights and obligations

- 3.1 The Owners:
- (a) remain liable for and must make good any damage to lot or common property arising out of the Works; and
  - (b) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.
- 3.2 The Owners are responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works.

### **Special By-law 48 - Authorisation of Existing Minor Renovations and Building Works (passed 26 March 2018)**

- (1) For the avoidance of doubt, an Owner of a lot in which Minor Renovations or Building Works as defined in Special By-law 42 have been carried out between 30 March 2009 and the date of the adoption of this by-law is granted under this by-law, pursuant to sections 142 and 143 of the *Strata Schemes Management Act 2015*, a special privilege and exclusive use right to install the Minor Renovations or Building Works and keep the Minor Renovations or Building Works on the condition that:
- (a) the Owner who carried out the Minor Renovations or Building Works between 30 March 2009 and the date of the adoption of this by-law provided their written consent to the owners corporation, or that the Owner provide their written consent to the owners corporation within 28 days after this by-law is adopted; and
  - (b) the owners corporation provided their consent to the Minor Renovations or Building Works; and
  - (c) the Owner for the time being of the lot complies with the provisions of this by-law and Special By-law 42 other than clause 6 and clause 8;
- as if that Owner were an Owner under Special By-law 42.
- (2) Where an Owner of a lot has carried out Minor Renovations for the purpose of installing or replacing wood or other hard floors, or removing carpet or other soft floor coverings to expose underlying wooden or other hard flooring between 30 March 2009 and the date of the adoption of this by-law, the Owner agrees to be bound to the

conditions or standards of flooring applicable at the date of the installation of the new flooring and clause 8 of Special By-law 42 does not apply to those works.

## **Special By-law 49 - Authorisation of Building Works – Lot 52 (passed 18 March 2019)**

### **1. Grant of Special Privilege and Exclusive Use Right**

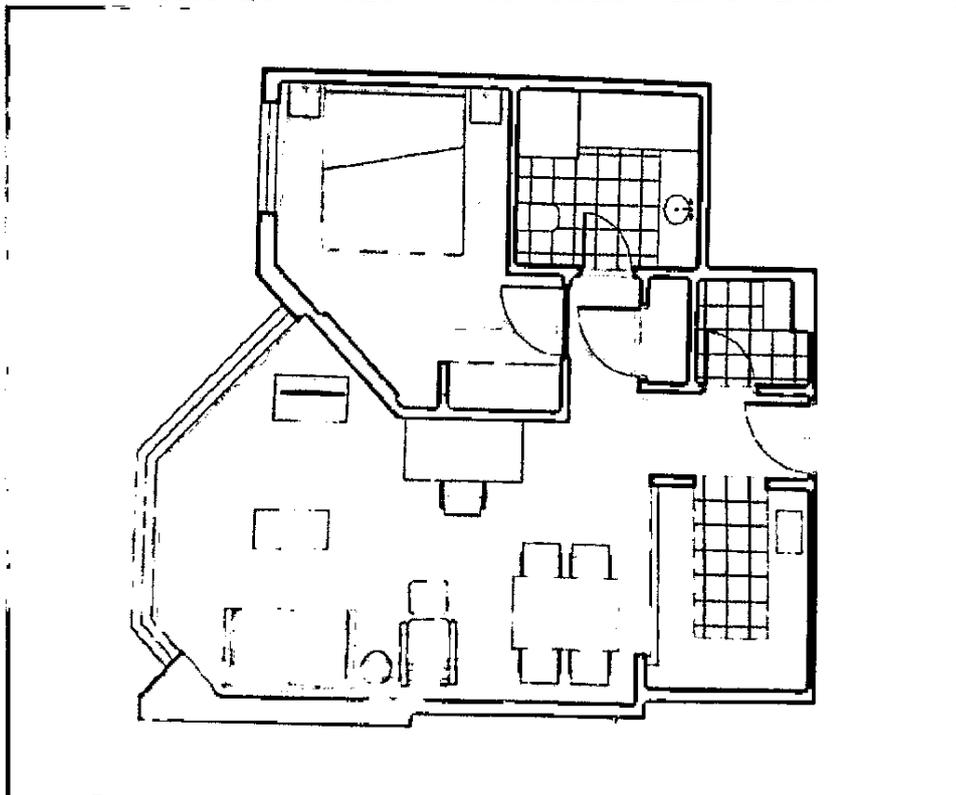
- 1.1 On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 52 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating the installation of floor tiles and acoustic underlay materials in the entry, dining, lounge and bedroom all as shaded on the drawing attached to and forming part of this by-law at Annexure A (“**Plan**”)

### **2. Conditions**

- 2.1 The Owner must, at their own cost, have obtained a copy of Special By-Law 42.
- 2.2 The Owner acknowledges that they have read and understood the terms and conditions of Special By-law 42.
- 2.3 The terms and conditions contained in Special By-law 42 for carrying out Building Works as defined in Special By-law 42 are imported into this by-law.
- 2.4 The Owner acknowledges that they must comply with the terms and conditions for Building Works set out in Special By-Law 42.

### **Annexure A**

#### **1307 QUAY WEST – PROPOSED TILING PLAN**



### **Special By-law 50 – Electronic Voting (passed 13 April 2020)**

- 1.1 The Owners Corporation may adopt the following means of voting on a matter to be determined by the Owners Corporation:
  - (a) voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, while participating in a general meeting from a remote location; and
  - (b) voting by electronic means considered by the Secretary or strata committee to be appropriate, before the general meeting at which the matter (not being an election) is to be determined by the Owners Corporation.
- 1.2 The Owners Corporation may adopt the following means of voting on a matter to be determined by the strata committee:
  - (a) voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, while participating in a strata committee meeting from a remote location; and
  - (b) voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, before the strata committee meeting at which the matter is to be determined.
- 1.3 The secretary of the owners corporation or strata committee may direct the strata managing agent of the scheme to take all necessary steps to convene general meetings and strata committee meetings for the scheme by electronic means and to enable voting to occur in accordance with the means identified in this by-law.

### **Special By-law 51 – Authorisation of Building Works in Lot 29 / Unit 1102 (passed 1 December 2020)**

#### **1. Grant of Special Privilege and Exclusive Use Right**

- 1.1 On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 29 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating the following:
  - (a) demolish - kitchen walls, partial laundry wall and realign bedroom wall;
  - (b) flooring – replace carpet in living, dining and hallways with hard flooring;
  - (c) wardrobe – new joinery;
  - (d) bedroom – replace carpet;

- (e) bathroom – remove bath & shower nib, install additional doorway to master bedroom, replace floor & wall tiles;

in accordance with the following attached to and forming part of this by-law at Annexure A ("**Plan**"):

- (f) renovation application, including a scope of works;
- (g) structural engineering design statement – wall removals, by MPN Group, dated 06/12/2020;
- (h) new floor plan;
- (i) demolition plan.

## **2. Conditions**

- 2.1 The Owner must, at their own cost, have obtained a copy of Special By-Law 42.
- 2.2 The Owner acknowledges that they have read and understood the terms and conditions of Special By-law 42.
- 2.3 The terms and conditions contained in Special By-law 42 for carrying out Building Works as defined in Special By-law 42 are imported into this by-law.
- 2.4 The Owner acknowledges that they must comply with the terms and conditions for Building Works set out in Special By-Law 42.

**22.11.19**

**Attention: Ross Devitt**

**McCormacks Strata Management.**

**Proposed Renovation Application for:**

**Apartment 1102**

**98 Gloucester Street**

**The Rocks NSW 2000**

**Please find attached our documentation below for the proposed renovation of Apartment 1102.**

**The Scope of works includes:**

- **Demolition of kitchen walls, partial laundry wall and the re-alignment of the bedroom wall as per Engineers specifications.**
- **Removal of carpet in the living, dining and hallways and the installation of engineered oak flooring throughout the living areas with appropriate sound rated floor attenuation.**
- **New kitchen joinery with all current services to be maintained.**
- **New wardrobe joinery.**
- **New carpet throughout bedroom.**
- **Removal of bath and shower nib, additional doorway to master bedroom and new floor & wall tiles.**

**The original floor plan of the apartment is included in this application along with the proposed new floor plan after demolition.**

**All works will be performed in accordance with the relevant Australian Standards and the Building Code of Australia.**

**Contact Details for the proposal are:**

**Carlie Gosson Phone: 0419 600 653.**

**Richard Hovers Phone: 0425 207 555**



**MPN GROUP**  
Consulting Engineers  
Structural and Civil

VKM:RS  
11026-VKM01

6 December 2019

Ms. C. Gosson  
1102/98 Gloucester Street  
The Rocks NSW 2000

Attention: Carlie Gosson | E: [Carlie@contemporaryfurnituredesign.com.au](mailto:Carlie@contemporaryfurnituredesign.com.au)

Dear Sir,

RE: PROPOSED ALTERATIONS TO APARTMENT 1102  
AT: "QUAY WEST", 98 GLOUCESTER STREET, THE ROCKS

**STRUCTURAL ENGINEERING DESIGN STATEMENT -WALL REMOVALS**

We, MPN GROUP PTY LTD, Consulting Engineering, 213 Miller Street, North Sydney 2060 being professional engineers, advise that we were the original project structural engineer for the abovementioned apartment building and we confirm that we have been engaged to advise upon the structural integrity of the proposed interior re-design to remove various portions of walls within apartment number 1102, as per the various attached annotated floor plan and sketches.

The attached sketch Sk1 indicates non-loadbearing partition walls in red, structural or party walls in black, common property service risers in green, and grey are retained non-loadbearing partitions. The attached sketch Sk2 shows the proposed retention of structural/ party walls and common risers.

Further, we advise that after perusal of our structural plan 4009-105(F), that the proposed wall alterations involve removal of non-load-bearing walls only, and so the proposal may be achieved without any detrimental effect on the building structure. No reinforced concrete elements may be removed, and according to documents as attached, none will be required in order to achieve the interior design intent.

We note too that no new core-holes are planned and that all new services will make use of the existing penetrations and risers. All masonry fire-rating of riser shafts are to be made-good if opened to allow new service connections.

Yours faithfully,

**MPN GROUP PTY LIMITED**

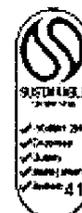
**VIKTOR MATEFFY**  
Director  
BE(Hons), MEngSc, MIEAust  
CPEng, NER(17240)

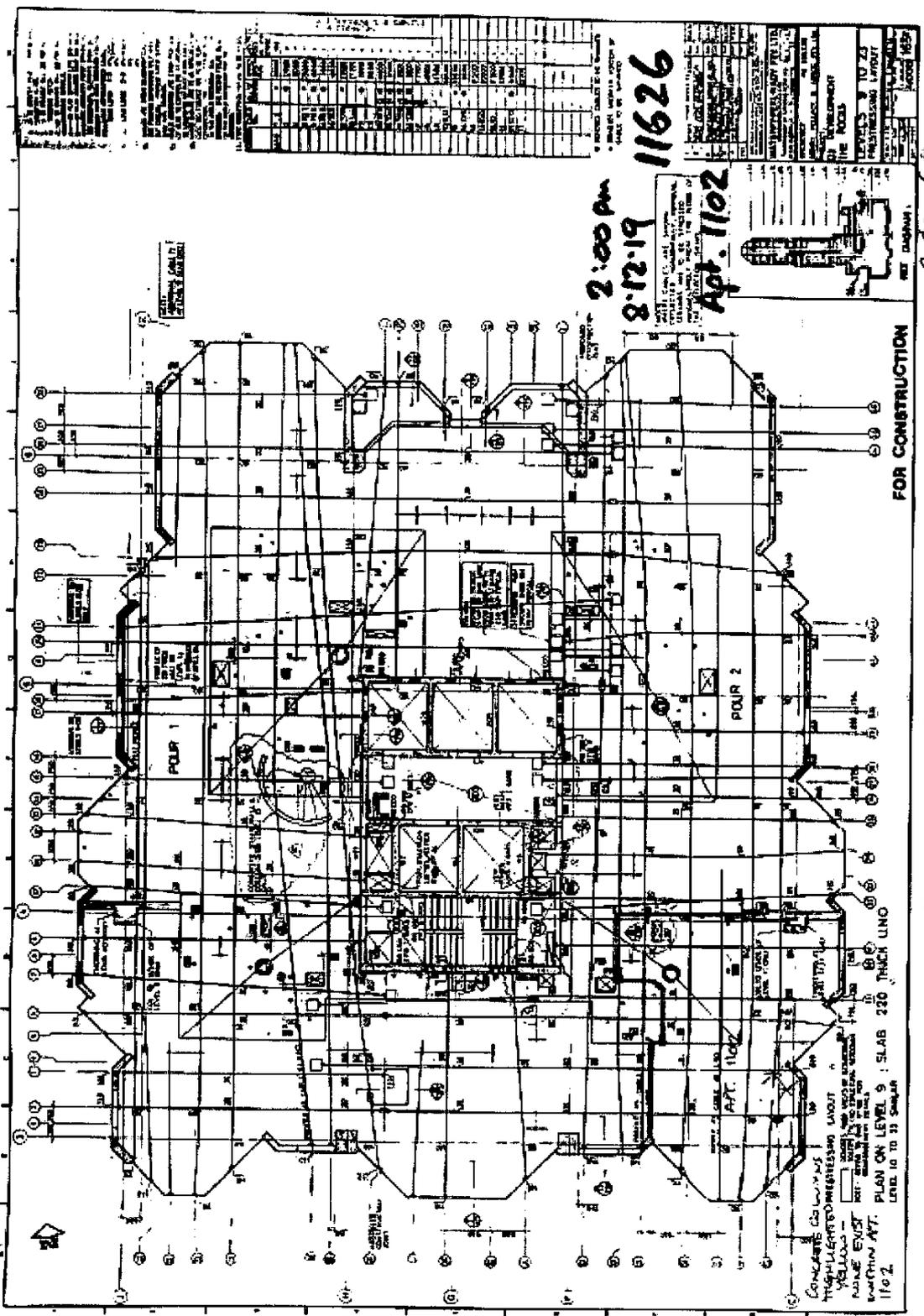
Encl. floor plan and sketches attached.



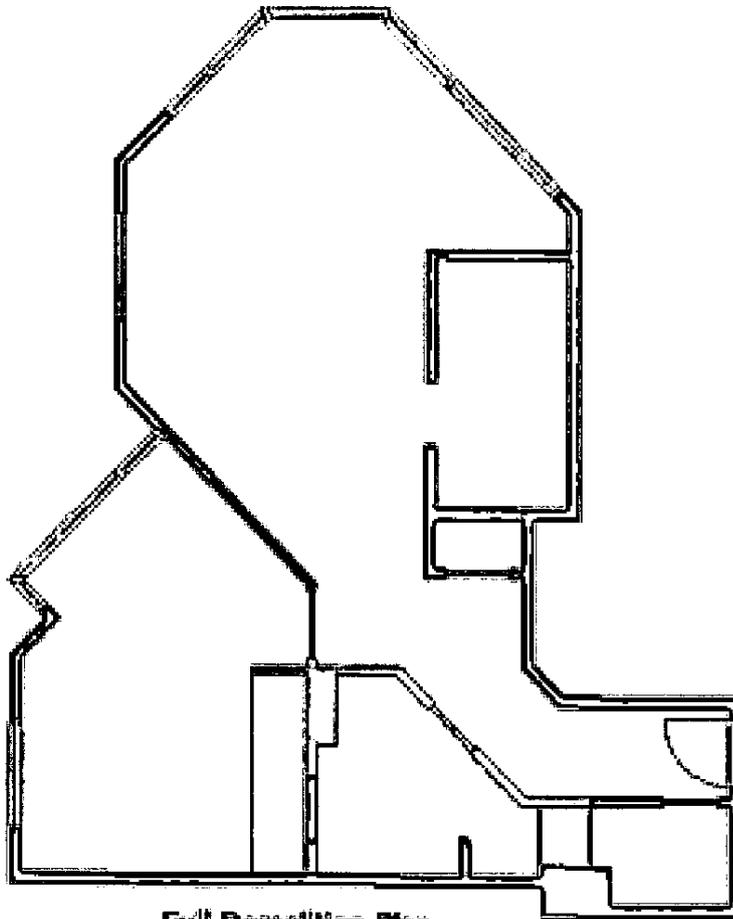
MPN GROUP PTY LIMITED ASN 20/001 568 978 SYDNEY LONDON  
SYDNEY OFFICE: 119 WALKER STREET, NORTH SYDNEY NSW 2060  
ALL MAIL TO: PO BOX 462 NORTH SYDNEY NSW 2059  
P: (02) 9325 7144 email@mpn.com.au www.mpn.com.au

DIRECTORS: Viktor Mateffy BE(Hons) MEngSc MIEAust CPEng NER George Paul BE(Hons) MEngSc MIEAust CPEng NER  
SENIOR ASSOCIATE: Michael Sara BE(Hons) MIEAust CPEng NER  
ASSOCIATES: Catherine Taylor BE(Hons) MIEAust Paul Bekorovally BE(Hons) MIEAust CPEng NER Michael Hill BE(Hons)





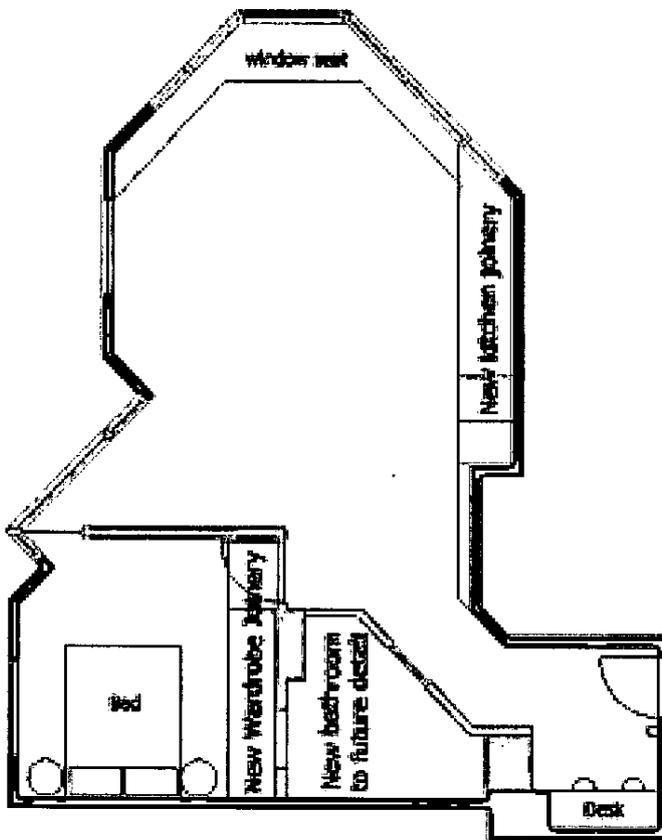
1162/98 Gloucester St - 2.2 Full Demolition Plan



Full Demolition Plan  
1.12.19

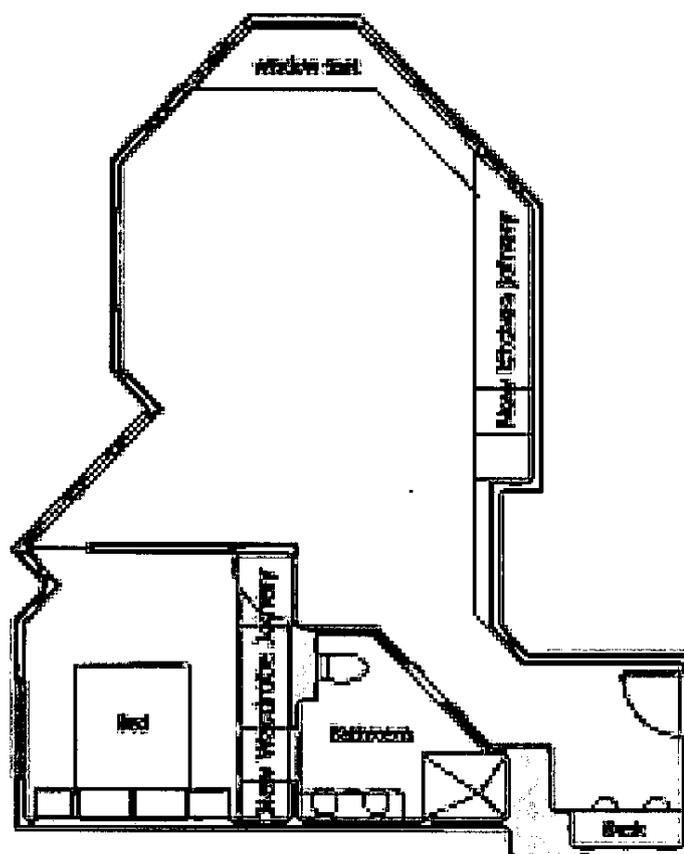
11626 mpn sk-1  
5.12.19

1102/98 Gloucester St. The Rocks - New Floor Plan



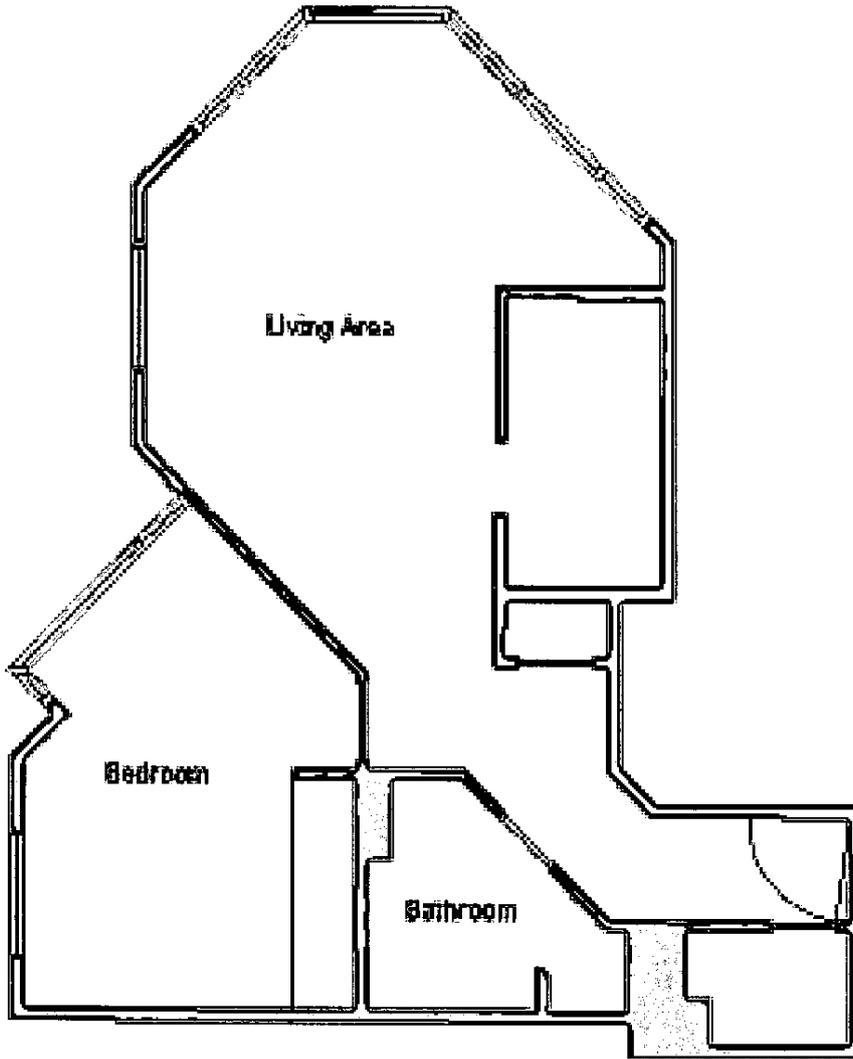
11626 mpa sk-2

**Apartment 1102, 28 Gloucester Street, The Rocks NSW 2000**



**New Floor Plan**

1801, 58 Gloucester Street The Rocks NSW 2000



Demolition Plan

Red = Demolition

**Annexure "A" – Copy of Umbrella Agreement (see special by-law 12)**

Dated

1992

Sydney Cove Development Authority

Mirvac Projects Pty Limited ("Mirvac")

Perpetual Trustee Company Limited

The Proprietors – Strata Plan No 39993  
("Commercial Body Corporate")

The Proprietors – Strata Plan No 39995  
("Residential Carpark Body Corporate")

The Proprietors – Strata Plan 39994  
("Residential Midrise Body Corporate")

and

The Proprietors – Strata Plan 40417  
("Residential Highrise Body Corporate")

---

**QUAY WEST – UMBRELLA AGREEMENT**

---

FREEHILL HOLLINGDALE & PAGE

Solicitors

MLC Centre

19-29 Martin Place

SYDNEY NSW 2000

Mallesons Stephen Jaques

Solicitors

AMP Centre

50 Bridge Street

SYDNEY NSW 2000

## **INDEX**

- 1 RECITALS
- 2 DEFINITIONS AND INTERPRETATIONS
  - 2.1 Definitions
  - 2.2 Interpretation
- 3 OBLIGATIONS OF OWNERS AND AUTHORITY
  - 3.1 Obligations of Owners
  - 3.2 Nature of Owners' Obligations
  - 3.3 Power of Attorney
  - 3.4 Obligation of Authority
  - 3.5 Limited liability of Perpetual
- 4 COMMITTEE
  - 4.1 Establishment
  - 4.2 Function
  - 4.3 Convening of Meetings
  - 4.4 Quorum
  - 4.5 Authority's Right to Attend Meetings
  - 4.6 Delegation
  - 4.7 Minutes
  - 4.8 Current Addresses
  - 4.9 Committee Decisions
  - 4.10 Unanimous Resolution
  - 4.11 Ordinary Resolution
  - 4.12 Binding Nature of Resolutions
- 5 DUTIES OF MANAGER
  - 5.1 Essential Duties
  - 5.2 Optional Duties
- 6 SHARED FACILITIES
  - 6.1 Contributions to Shared Costs
  - 6.2 Alterations to Shared Facilities
  - 6.3 Alteration of Apportionment of Shared Costs
- 7 INSURANCE
  - 7.1 Required Insurance
  - 7.2 Basis of Apportionment
- 8 SHARED COSTS
  - 8.1 Payment of Shared Costs
  - 8.2 Payment Notice
  - 8.3 Time for Payment

8.4 Application of Payments

8.5 Default by an Owner

9 PROPOSAL BY OWNER OR MANAGER

9.1 Nature of Proposal

10 GENERAL

10.1 Obligations of Mirvac

10.2 Authority's Other Rights not Affected

10.3 Assignment

10.4 Communications

10.5 Date when Effective

10.6 Receipt of Notices

10.7 Dispute Resolution

10.8 Authority's Expenses

10.9 Registration

11 TERMINATION

**FIRST SCHEDULE - SHARED FACILITIES**

**SECOND SCHEDULE – PROPORTION OF SHARED COSTS**

**THIS DEED is made on**

1992

- BETWEEN:**        **SYDNEY COVE REDEVELOPMENT AUTHORITY** a body corporate constituted by Sydney Cove Redevelopment Act, 1968 of 80 George Street, The Rocks, Sydney
- AND:**            **MIRVAC PROJECTS PTY LIMITED (A.C.N. 001 069 245** of 99 Forbes Street, Woolloomooloo (“Mirvac”)
- AND:**            **PERPETUAL TRUSTEE COMPANY LIMITED (A.C.N. 000 001 007)** of 39 Hunter Street, Sydney
- AND:**            **THE PROPRIETORS – STRATA PLAN No 39993 (“Commercial Body Corporate”)**
- AND:**            **THE PROPRIETORS – STRATA PLAN No. 39995 (“Residential Carpark Body Corporate”)**
- AND:**            **THE PROPRIETORS – STRATA PLAN No 39994 (“Residential Midrise Body Corporate”)**
- AND:**            **THE PROPRIETORS – STRATA PLAN No 40417 (“Residential Highrise Body Corporate”)**

## **1    RECITALS**

- 1.1    The Authority is the registered proprietor of the Premises and the Premises have been subdivided into five stratum lots.
- 1.2    Perpetual is the lessee of the Carpark Stratum under registered Lease Y775868.
- 1.3    The Commercial Body Corporate is responsible for the control, management and administration of the common property relating to the leasehold strata scheme constituted on registration of Strata Plan No. 39993.
- 1.4    The Residential Carpark Body Corporate is responsible for the control, management and administration of the common property relating to the leasehold strata scheme constituted on registration of Strata Plan No. 39995.
- 1.5    The Residential Midrise Body Corporate is responsible for the control, management and administration of the common property relating to the leasehold strata scheme constituted on registration of Strata Plan No. 39994.
- 1.6    The Residential Highrise Body Corporate is responsible for the control, management and administration of the common property relating to the leasehold strata scheme constituted on registration of Strata Plan No. 40417.
- 1.7    The parties desire to formalise the arrangements between them for the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities

and the fair apportionment of the costs relating to the Shared Facilities and Insurance and certain other costs.

## 2 DEFINITIONS AND INTERPRETATIONS

---

### 2.1 Definitions

In this deed unless a contrary intention appears:

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

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

**Assets** means all assets, property and rights real or personal of any nature.

**Authority** means Sydney Cove Redevelopment Authority its successors and assigns permitted under section 34 of the Act.

**Carpark Stratum** means the land comprised in Lot 421 Deposited Plan 793830 including the Improvements within that lot.

**Commercial Stratum** means Lot 423 in DP811583.

**Committee** means the committee constituted under part 4.

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

**Defaulting Owner** means an Owner which fails to comply with clause 8.3.

**Donees** and **Donor** have the respective meanings assigned in clause 3.3.

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

**Insurance** means all insurances required by the Act to be effected in which more than one Owner has an interest and any other insurance determined by Ordinary Resolution to be Insurance.

**Manager** means the person for the time being appointed by the Committee under clause 3.1.

**Obligations** means all obligations and liabilities of any kind, undertaken or incurred by, or devolving on Perpetual under or in respect of this deed or any deed, agreement or other instrument collateral to this deed or given or entered into under this deed.

**Ordinary Resolution** means a motion of the Committee against which not more than 1 member of the Committee casts a vote.

**Owner** means a party to this deed (other than the Authority and Mirvac) and **Owners** means all of those parties (other than the Authority and Mirvac). An assignee under clause 10.3 (other than an assignee of the Authority and Mirvac) is treated as being an Owner.

**Payment Notice** means a notice given under clause 8.2.

**Perpetual** means Perpetual Trustee Company Limited and its successors and assigns.

**Premises** means the land comprised in Lot 42 Deposited Plan 792616 including the improvements within that lot.

**Residential Carpark Stratum** means Lot 422 in DP811583.

**Residential Midrise Stratum** means Lot 424 in DP811583.

**Residential Highrise Stratum** means Lot 425 in DP811583

**Senior Lawyer** means a lawyer 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 the Insurance and the operation, maintenance, repair, renovation or replacement of the Shared Facilities, other expenses determined by Ordinary Resolution to be Shared Costs and all amounts on account of expenses to be incurred determined by Ordinary Resolution to be Shared Costs.

**Shared Facilities** means the services, machinery and equipment referred to in the First Schedule.

**Unanimous Resolution** means a motion of the Committee in favour of which all members of the Committee entitled to vote have voted.

## 2.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the deed;
- (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 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 deed;
- (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;

- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the deed or any part of it; and
- (i) a reference to an officer of an association 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.

### **3 OBLIGATIONS OF OWNERS AND AUTHORITY**

---

#### **3.1 Obligations of Owners**

The Owners must:

- (a) ensure the proper operation maintenance, repair, renovation and replacement of the Shared Facilities;
- (b) effect and maintain the insurance;
- (c) ensure that maintenance and other appropriate contracts are arranged where applicable on a basis which does not prejudice any Insurance or adversely affect or prejudice any right or interest of any party to this deed;
- (d) appoint a suitably qualified person who holds a Strata Manager's Licence or a Real Estate Agent's Licence under the Auctioneers' and Agents' Act, 1941 to act as manager and delegate to that person the duties referred to in clause 5.1;
- (e) ensure that the Committee is and remains properly constituted;
- (f) make recommendations to the Authority regarding the establishment of easements affecting and benefiting the Premises;
- (g) implement decisions made by the Committee; and
- (h) In all matters arising under this deed, act reasonably and in a spirit of cooperation with each other.

#### **3.2 Nature of Owners' Obligations**

- (a) The obligations of the Owners under this deed are several and not joint and accordingly no Owner incurs a liability to another party by reason only of the default of another Owner.
- (b) Each Owner must promptly comply with its obligations under the Act and those contained or implied in this deed.
- (c) No Owner may alter the external appearance of the Premises unless the alteration is sanctioned by a Unanimous Resolution,

#### **3.3 Power of Attorney**

To ensure that the obligations of the Owners under clause 3.1 may be carried out even if an Owner is a Defaulting Owner, each Owner ("Donor") appoints all other Owners ("Donees") the attorney of the Donor on the basis that the power of attorney:

- (a) may only be exercised while the Donor is a Defaulting Owner;
- (b) continues while the Donor continues to be bound by this deed;
- (c) only permits the Donees to do something which the Donor is obliged to do under this deed; and
- (d) must and may only be exercised jointly by all the Donees who are not Defaulting Owners.

### **3.4 Obligation of Authority**

The Authority must promptly comply with its obligations under the Act.

### **3.5 Limited liability of Perpetual**

- (a) All provisions of this deed will have effect and be applied subject to paragraphs (b)-(d);
- (b) Perpetual is entering into this deed only as trustee of the Mirvac Split Trust and, notwithstanding anything contained in this deed, all parties to this deed acknowledge and declare that the Obligations are undertaken or incurred by Perpetual solely in its capacity as trustee of the Mirvac Split Trust, and accordingly only the assets of the Mirvac Split Trust are available to pay or satisfy the obligations
- (c) In no circumstances will Perpetual be liable to pay or satisfy any Obligations out of any other Assets whether comprising Perpetual's personal Assets or otherwise.
- (d) The parties waive and release Perpetual from any personal liability in respect of any loss or damage a party may suffer as a result of any default or breach of any undertaking or condition under this deed, express or implied, or implied by statute or other law, or otherwise arising, except to the extent that the liability can be satisfied from the Assets of the Mirvac Split Trust fund as provided under paragraphs (b)-(d).

## **4 COMMITTEE**

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### **4.1 Establishment**

- (a) The Owners must establish and maintain a committee comprising 1 representative of each Owner.
- (b) The Committee must as soon as is reasonably possible establish procedures to regulate the making of decisions by the Committee.
- (c) The representative of an Owner on the Committee has 1 vote on each motion.

### **4.2 Function**

The functions of the Committee are to:

- (a) monitor performance of the obligations of the Owners under this deed;
- (b) monitor performance of the Manager; and
- (c) make decisions in respect of matters referred to in this deed.

#### **4.3 Convening of Meetings**

- (a) Meetings of the Committee must be held if convened by an Ordinary or Unanimous Resolution or by notice in writing to the Owners signed by any 2 of the Owners or by the Authority, setting out the issue required to be addressed,
- (b) At least 7 days' notice of a meeting must normally be given. In the case of an emergency, reasonably shorter notice may be given.
- (c) Notwithstanding paragraph (a) the Committee must meet at intervals of not less than 6 months.

#### **4.4 Quorum**

- (a) Subject to paragraph (b), at any meeting of the Committee a quorum is 3 members, one of whom is the representative of the Residential Highrise Body Corporate or the Residential Midrise Body Corporate and one other of whom is the representative of the Commercial Body Corporate or of Perpetual.
- (b) At any meeting of the Committee during a period when an Owner is a Defaulting Owner a quorum is 2 members.

#### **4.5 Authority's Right to Attend Meetings**

- (a) The Authority must be given notice of all meetings of the Committee and is entitled to send a representative to a meeting.
- (b) The Authority is under no obligation to cause its representative to attend any meeting.

#### **4.6 Delegation**

The Committee may by Unanimous Resolution appoint one or more of its members to perform any of its powers, authorities duties or functions.

#### **4.7 Minutes**

The Committee must prepare and maintain minutes of all its meetings and distribute those minutes to the representative of each Owner and the Authority within 14 days of the relevant meeting.

#### **4.8 Current Addresses**

Each party must give to each other party the name, address, telephone and facsimile numbers of the person who for the time being is to represent it at meetings of the Committee.

#### **4.9 Committee Decisions**

A decision of the Committee may only be made by a Unanimous Resolution or in Ordinary Resolution.

#### **4.10 Unanimous Resolution**

A Unanimous Resolution is required in respect of the following motions:

- (a) A motion involving an alteration to the external appearance of the Premises; and
- (b) a motion dealing with an issue which the Committee has determined by Unanimous Resolution is an issue which must be dealt with by a Unanimous Resolution.

#### **4.11 Ordinary Resolution**

A motion not requiring a Unanimous Resolution requires an Ordinary Resolution.

#### **4.12 Binding Nature of Resolutions**

Ordinary and Unanimous Resolutions are binding on the Owners.

### **5 DUTIES OF MANAGER**

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#### **5.1 Essential Duties**

The duties of the Manager must include:

- (a) ensuring that all the provisions of this deed and the Act with regard to Insurance are complied with;
- (b) responsibility for communication between the Owners and the Authority; and
- (c) ensuring that the Shared Facilities are properly operated, maintained, repaired, renovated and replaced to the intent that each of the Shared Facilities is made available in a reliable manner as contemplated by the nature of the facility including, without limitation, the location of the facility, what it services and the plans and specifications relating to it.

#### **5.2 Optional Duties**

The duties of the Manager may include any duty not referred to in clause 5.1 which the Committee determines by Unanimous Resolution to delegate to the Manager.

### **6 SHARED FACILITIES**

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#### **6.1 Contributions to Shared Costs**

Each Owner must contribute to the Shared Costs in the manner set out in this deed and in the proportions set out in the Second Schedule.

#### **6.2 Alterations to Shared Facilities**

The parties acknowledge that the list of Shared Facilities set out in the First Schedule may be incomplete and the apportionment of the Shared Costs asset out in the Second Schedule may require adjustment as between the parties due 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 Premises; or
- (d) variations in the usage of the Shared Facilities.

### **6.3 Alteration of Apportionment of Shared Costs**

- (a) The Committee may vary the Shared Costs and the proportion of those costs payable by the Owners and those variations when made will be treated as amending the First and Second Schedules.
- (b) Before the Committee votes on a proposal under paragraph (a) to vary the Shared Costs or the proportion of those costs payable by the Owners the Committee must, unless it otherwise determines by Unanimous Resolution, commission a report by an independent and appropriately qualified expert to comment on the proposal.

## **7 INSURANCE**

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### **7.1 Required Insurance**

- (a) The Owners must effect and maintain the Insurance with an Approved Insurer.
- (b) The Owners must ensure that any relevant information known to them and relating to the Insurance is provided to the Manager for disclosure to the Insurers.
- (c) The Owners must ensure that adequate and appropriate Insurance cover is obtained in relation to the Premises at all times throughout the operation of this deed and without limitation must:
  - (i) appoint from time to time but not less than once in every two year period appropriately qualified expert consultants to advise them when reviewing the insured value;
  - (ii) ensure that an appropriate allowance is incorporated in the amount of covet to allow for costs increases which may occur during the period covered.

### **7.2 Basis of Apportionment**

- (a) Premiums payable in respect of the Insurance are to be borne by the Owners in the applicable proportions referred to in the Second Schedule.

## **8 SHARED COSTS**

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### **8.1 Payment of Shared Costs**

The Shared Costs and other costs and expenses incurred under this deed must be paid and the Manager must be authorised by the Committee to cause them to be paid in accordance with this part.

## **8.2 Payment Notice**

- (a) The Committee must on receipt of any invoice, statement or account in respect of Shared Costs or on determination by the Committee by Ordinary Resolution that an amount on account of an expense to be incurred is Shared Costs give or cause to be given a Payment Notice to each of those Owners responsible for sharing in that cost.
- (b) The Payment Notice must be accompanied by a copy of any invoice, statement, account or determination by the Committee to which the notice relates and indicate the share of the cost to be paid by the addressee.

## **8.3 Time for Payment**

Each Owner must on receipt of a Payment Notice pay to the Committee or, if so directed by the Committee, to the Manager within 14 days of its receipt the proportion of the Shared Costs specified in the Payment Notice.

## **8.4 Application of Payments**

The Committee or the Manager must apply amounts received from Owners in response to Payment Notices towards payment of the account invoice or statement or in accordance with the determination to which the Payment Notice relates.

## **8.5 Default by an Owner**

- (a) If an Owner to whom a Payment Notice has been given is a Defaulting Owner the following paragraphs apply.
- (b) The Committee must give a further Payment Notice to each Owner except the Defaulting Owner, requiring those Owners to pay the amount specified in that Payment Notice (being a fair share having regard to the Second Schedule of the amount not paid by the Defaulting Owner) and those Owners must pay the amount specified in the respective notices.
- (c) At the time of giving the notices referred to in paragraph (b), the Committee must give to the Defaulting Owner a notice informing the Defaulting Owner that it is in breach of clause 8.3 and must give a copy of that notice to the Authority for the Authority's Information,
- (d) On the giving of the notices referred to in paragraph (b), the money payable by the Defaulting Owner under clause 8.3 may be recovered by the Owners who have paid money under paragraph (b) from the Defaulting Owner as a debt due and owing together with interest at the rate of 2% per annum above the highest overdraft rate from time to time charged by the State Bank of New South Wales Limited or if that rate is not available the rate the Committee reasonably determines is appropriate.

- (e) The money referred to in paragraph (d) when recovered from the Defaulting Owner must after deduction of any costs or expenses incurred in that recovery, be paid to the Owners except the Defaulting Owner, in the same proportions as that money was contributed by them.
- (f) Whilst the Defaulting Owner remains a Defaulting Owner the member of the Committee appointed by it is not entitled to exercise a vote at any Committee meeting.

## **9 PROPOSAL BY OWNER OR MANAGER**

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### **9.1 Nature of Proposal**

An Owner or the Manager may submit to the Committee a proposal to:

- (a) add to, alter, vary, determine or terminate any maintenance agreement or insurance policy;
- (b) consider an alternative contractor to maintain, repair, renovate or replace any of the Shared Facilities;
- (c) renovate or replace any of the Shared Facilities;
- (d) replace the Manager;
- (e) make a variation of the kind referred to in clause 6.3; or
- (f) consider any other matter or thing to which this deed applies.

## **10 GENERAL**

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### **10.1 Obligations of Mirvac**

Until the expiration of 1 year from the date of this deed, Mirvac must use all reasonable endeavours to assist the parties to carry out their respective responsibilities under this deed.

### **10.2 Authority's Other Rights not Affected**

The rights of the Authority under this deed are in addition to and do not vary the rights of the Authority under any lease granted by the Authority in respect of any part of the Premises.

### **10.3 Assignment**

If a party to this deed lawfully assigns its interest in the Premises it must ensure that on completion at the assignment, the assignee becomes bound by this deed as if it had executed this deed in the place of the assignor.

### **10.4 Communications**

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

- (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 which is specified in clause 10.6 or if the addressee notifies another address or facsimile number then to that address or facsimile number.

### 10.5 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.

### 10.6 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 the recipient.

Name: Sydney Cove Redevelopment Authority  
Address: 80 George Street  
The Rocks, Sydney 2000  
Facsimile: 251 1689

Name: Mirvac Projects Pty Limited  
Address: 99 Forbes Street, Woolloomooloo 2011  
Facsimile: 366 4029

Name: Manager Property Trusts  
Perpetual Trustee Company Limited  
Address: Level 4, 39 Hunter Street, Sydney 2000  
Facsimile: 221 4885

Name: The Proprietors – Strata Plan No 39993  
Address: 111 Harrington Street, Sydney 2000  
Facsimile: -

Name: The Proprietors – Strata Plan No 39995  
Address: 98 Gloucester Street, Sydney 2000  
Facsimile: -

Name: The Proprietors – Strata Plan No 39994  
Address: 98 Gloucester Street, Sydney 2000  
Facsimile: -

Name: The Proprietors – Strata Plan No 40417  
Address: 100 Gloucester Street, Sydney 2000  
Facsimile:

## 10.7 Dispute Resolution

- (a) If a dispute arises between the parties in connection with this deed other than in connection with the giving of an approval or consent of the Authority in its absolute discretion or in its capacity as a Governmental Agency, the parties undertake in good faith to use all reasonable endeavours to resolve the dispute.
- (b) If a party has given to the other parties written notice of a dispute and the parties are unable to resolve the dispute within 14 days after the service of the notice, the dispute must be submitted for resolution under the following paragraphs.
- (c) If a party wishes to submit a dispute for resolution it must give written notice to the other parties of its wish to do so within 7 days after the period referred to in paragraph (b) has expired and the parties must endeavour to agree to and then jointly appoint and refer the dispute for resolution by a Senior Lawyer.
- (d) If the parties cannot agree under paragraph (c) within 7 days from the giving of the notice under paragraph (c) a party may request the President of the Bar Association of New South Wales to appoint a Senior Lawyer to determine the dispute.
- (e) An appointed Senior Lawyer acts as an expert and not as an arbitrator and the Senior Lawyer's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.
- (f) Within 7 days of written request by the Senior Lawyer, each party must provide to the Senior Lawyer and the other parties all relevant 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 party makes a written submission to the Senior Lawyer it must at the same time provide a Copy of the submission to the other parties.
- (g) The Senior Lawyer may appoint an expert consultant to advise on any aspect of the dispute.
- (h) The Senior Lawyer must resolve the dispute and notify the parties of the resolution within 1 month from the date of the Senior Lawyer's appointment or within such other period as the Senior Lawyer reasonably determines.

- (i) No party 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.

### **10.8 Authority's Expenses**

The Owners are responsible for the reasonable and proper expenses of the Authority in relation to any matter arising under this deed in the proportions allocated to those expenses in the Second Schedule.

### **10.9 Registration**

The Owners must ensure that this deed and any deed which varies the terms of this deed are registered in the General Registry of Deeds.

## **11 TERMINATION**

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Except to the extent necessary to permit the enforcement of rights and obligations subsisting at 5 December 2088 this deed ceases to have any operation after that date.

## FIRST SCHEDULE

### SHARED FACILITIES

**Note:** Note: All essential services are required to be maintained in accordance with the current regulations imposed by the relevant authorities. Essential services require certification on an annual basis. The maintenance descriptions contained in this schedule are only guidelines to give a general understanding of the installations.

#### 1 FIRE PROTECTION SERVICES

##### 1.1 Sprinkler Tank

The sprinkler tank is located in the Carpark Stratum levels CP3-4. This tank provides the water to the sprinkler system which is used throughout the Premises. Maintenance is required to clean and disinfect the tank every 2 years or more frequently if conditions warrant. Visual inspections are also recommended to ensure correct operation of the float valves, electrical connections etc.

Access through the Carpark Stratum is required in the event of fire 24 hours per day, regular maintenance being carried out during business hours.

##### 1.2 Emergency Warning and Intercom System (EWIS)

The EWIS main control panel is located in the Fire Control room in the Carpark Stratum level CP8 and connects to EWIS speakers throughout the Premises. EWIS is used for internal communications and evacuations by the Fire Brigade. It requires monthly maintenance and will be used in the event of fire or false alarms 24 hours per day.

##### 1.3 Alarm Monitoring

The Residential Carpark Stratum, the Residential Midrise Stratum and the Residential Highrise Stratum (known as the B Group Stratums) are connected to the same alarm transponder of the Fire Brigade. Costs associated with its maintenance and repair are to be shared in accordance with the Second Schedule.

These alarms can originate from anywhere within the B Group stratums. The Fire Indicating Board (FIB) is on Carpark Stratum level CP8.

These transponder lines are checked monthly and incur a line rental and monitoring charge.

##### 1.4 ASI668 Control Panel

This is the control system which operates the various ventilation systems, when the Premises are in a fire mode of operation. The systems are generally checked during monthly service visits by the mechanical contractor.

## **1.5 Sprinkler Pump Sets**

Sprinkler pump sets are used to provide pressure to the "B" Group stratum sprinkler system and consist of diesel and electric motors with a small jacking pump. They are located on CP8 adjacent to the Fire Control Room.

## **2 HYDRAULICS**

### **2.1 Subsoil pipes**

The Subsoil drainage system is designed to remove seepage ground water around the Premises. It also collects waste water generally originating from the horizontal structures that catch rainwater such as garden bed drainage and similar areas. There is also a collection pumpout pit on level CP8 which transfers the water to level CP8.

This water is piped to the lowest level of the Premises then pumped out via the sump pump.

### **2.2 Downpipes**

The downpipes are designed to direct rain water from the roof of the Premises to the street drainage system.

### **2.3 Soil Vent Pipes (SVP)**

These pipes carry waste water from kitchen, bathrooms, laundries and toilets in the Premises to the boundary sewage discharge point. Generally these pipes do not require major maintenance other than clearing blockages and periodic inspections of pipe supports.

### **2.4 Sprinkler Discharge Test Point**

The sprinkler system has electrical flow switches on each level of the Premises that identify on which level a sprinkler has activated. These flow switches have to be tested quarterly.

When the flow switches in the Residential Highrise Stratum are tested the discharge water is carried away by a separate downpipe that runs from level 24 to ground level.

There is also a sprinkler discharge point on level CP8 for the Residential Midrise Stratum and Commercial Stratum sprinkler systems.

## **3 AIR-CONDITIONING**

### **3.1 Mechanical Smoke Exhaust System**

These fans operate during a fire and their function is to extract smoke from the interior of the Premises. They require checking monthly and certification every year.

### **3.2 FTB Supply Pan**

The FTB is located in the Fire Control room in Carpark Stratum level CP8 which is used by the Fire Brigade as a control room in the event of a fire. The room requires a constant supply of fresh air to pressurise the room and to keep out smoke.

This room is used by all stratum within the Premises and maintenance is to be shared by all. Electrical power to the fan is supplied by the Commercial Carpark Stratum, and the maintenance percentages in the Second Schedule have been adjusted to take account of this.

### **3.3 Pump Room**

This is the entry and distribution point of all fresh water for the Premises. This room is used by all stratum within the Premises; maintenance is to be shared by all.

### **3.4 Main Distribution Frame (MDF) Room Supply Fan**

The MDF is where the Telecom telephone lines enter the Premises and from this point are distributed throughout.

This room is used by all stratum within the Premises, maintenance is to be shared by all. Electrical power to the fan is supplied by the Commercial Carpark Stratum, and the maintenance percentages in the Second Schedule have been adjusted to take account of this.

### **3.5 Garbage Exhaust**

Located in Level 7 plantroom and used by the Residential Midrise Stratum and the Residential Highrise Stratum.

### **3.6 Toilet Exhaust**

The toilet exhaust risers for the Residential Midrise Stratum and the Residential Highrise Stratum are vertical air shafts which are mechanically assisted to draw the exhaust air to discharge points on level 24 and the roof where it is discharged to atmosphere.

### **3.7 Stair Pressurisation Systems**

Stair pressurisation systems operate when the Premises are in fire mode of operation. Their function is to keep the fire stairs pressurised to stop smoke entering fire stairs.

These fans are checked monthly and require certification every year.

## **4 ELECTRICAL**

### **4.1 External lighting**

The perimeter and external lighting of the Premises has to be maintained. This cost is to be shared by all stratum within the Premises.

### **4.2 Master Antenna and Amplifiers (MATV)**

The MATV system allows only one set of antenna to be placed on the roof of the Premises and this signal is amplified and distributed throughout the Premises through coaxial cable and repeater amplifiers.

Maintenance cost is expected to be very low, unless unauthorised wiring is carried out by inexperienced people causing short circuits or faulty connections on the system.

## **5 SECURITY**

The security system restricts access to various points of the Premises. The Residential Carpark Stratum has a system of boom gates and roller shutters. The Residential Highrise Stratum has restricted access to lift foyers and lift numbers 1 and 2. Lift 7 in the Residential Midrise Stratum also has restricted access.

A Close Circuit Television (CCTV) system monitors sections of the carpark and pool areas.

The security system is controlled by a computer terminal located in the Residential Midrise Stratum administration area.

## **6 BUILDING MAINTENANCE UNIT (BMU)**

The BMU is the mobile crane on the roof of the Premises used to carry out window cleaning and building maintenance.

The BMU must be maintained periodically (usually quarterly) to ensure proper operation.

## **7 LANDSCAPE MAINTENANCE**

The landscape around the Premises requires periodic maintenance.

## **8 LOADING DOCKS – HARRINGTON STREET**

There is a separate car park ventilation system for the loading dock area in the Carpark Stratum which is controlled by a Nitric Oxide ("NO") monitoring system. The loading dock is to be used by the Carpark Stratum (retail shops), Commercial Stratum and by the restaurant in the Residential Midrise Stratum.

## **9 GARBAGE STORE – HARRINGTON STREET**

The garbage store adjacent to the loading docks in Harrington Street requires maintenance and regular cleaning. It is used by the Carpark Stratum and the Commercial Stratum.

## **10 GARBAGE COMPACTOR – GLOUCESTER STREET**

The garbage compactor requires regular maintenance and frequent cleaning to maintain proper operation. The compactor is used by the Residential Midrise Stratum and the Residential Highrise Stratum.

SECOND SCHEDULE

PROPORTION OF FACILITIES COSTS

SECOND SCHEDULE

PROPORTION OF FACILITIES COST

COLUMN 1 Shared Facility	COLUMN 2 Proportion for Commercial Carpark A	COLUMN 3 Proportion for Res. Carpark B1	COLUMN 4 Proportion for Res. Midrise B2	COLUMN 5 Proportion for Res. Highrise B3	COLUMN 6 Proportion for Commercial C	Apportioned By
<b>A. SHARED FACILITIES</b>						
<b>1. Fire Protection Services</b>						
1.1 Sprinkler Tank	34	10	25	16	15	Total Area
1.2 EMIS	34	10	25	16	15	Total Area
1.3 Alarm Monitoring B Group Only	0	8	49	43	0	Floors served
1.4 AS 1668 Control panel	20	20	20	20	20	Equipment
1.5 Sprinkler Pump Sets	0	8	49	43	0	Floors Served
<b>2. Hydraulics</b>						
2.1 Subsoil pipes	70	15	5	5	5	Est. Usage
2.2 Downpipes	0	8	41	36	15	Floors served
2.3 Sewage risers (SVP)	2	0	58	33	7	Points Connected
2.4 Sprinkler discharge test point	0	0	53	47	0	Floors served
<b>3. Air Conditioning</b>						
3.1 Mechanical smoke exhaust systems B Group	0	0	53	47	0	Floors served
3.2 FIB Supply fan	0	8	41	36	15	Total floors*
3.3 Pump room	17	6	34	30	13	Total floors
3.4 MDP room supply fan	0	0	45	17	38	Points Connected*
3.5 Garbage exhaust CPC	0	0	74	26	0	Units served
3.6 Toilet exhaust	0	0	53	47	0	Units served
3.7 Stair pressurisation	0	4	43	37	16	Floors served

\* For items 3.2 and 3.4, maintenance percentages adjusted to allow for the cost of electrical power supply from Commercial Carpark Stratum.

COLUMN 1 Shared Facility	COLUMN 2 Proportion for Commercial Carpark A	COLUMN 3 Proportion for Res. Carpark B1	COLUMN 4 Proportion for Res. Highrise B2	COLUMN 5 Proportion for Res. Highrise B3	COLUMN 6 Proportion for Commercial C	Apportioned By
4. Electrical						Total floors
4.1 External Lighting	17	6	34	30	13	Points connected
4.2 MATV	0	0	71	26	3	
5. Security	0	47	6	47	0	Readers connected
6. BMU	0	0	55	45	0	Floors served
7. Landscape maintenance	17	6	34	30	13	Total floors
8. Loading Docks - Harrington Street	10	0	10	0	80	Est. usage
9. Garbage Store - Harrington Street	25	0	0	0	75	Est. usage
10. Garbage compactor - Gloucester Street	0	0	74	26	0	Units served
11. Roof signage for building identification	17	6	34	30	13	Total Floors
12. Airconditioning for lift motor room on Level 39 of Residential Highrise Stratum			33	67		Floors served
B. INSURANCE	To be estimated by insurance company					
C. AUTHORITY'S EXPENSES	17	6	34	30	13	Total Floors
D. SHARED COSTS NOT REFERRED TO ABOVE	To be determined by the Committee					

**EXECUTED as a deed**

SIGNED by ROBERT STUART )  
MITCHELL as delegate of SYDNEY )  
COVE REDEVELOPMENT AUTHORITY )  
in the presence of: )  
 )  
 )

.....  
Witness

.....  
Address of Witness

.....  
Occupation of Witness

.....  
Director /Chairman

.....  
Member

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

.....  
Signature of authorised person

.....  
Office held

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

.....  
Signature of authorised person

.....  
Office held

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



**City of Sydney**  
**Town Hall House**  
**456 Kent Street**  
**Sydney NSW 2000**

Telephone +61 2 9265 9333  
Fax +61 2 9265 9222  
council@cityofsydney.nsw.gov.au  
GPO Box 1591 Sydney NSW 2001  
cityofsydney.nsw.gov.au



THE SEARCH PEOPLE  
GPO BOX 1585  
SYDNEY NSW 2001

## PLANNING CERTIFICATE

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

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<b>Applicant:</b>	THE SEARCH PEOPLE
<b>Your reference:</b>	2000N-62270
<b>Address of property:</b>	96-118 Gloucester Street , THE ROCKS NSW 2000
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 39994
<b>Description of land:</b>	Lot 422 DP 811583, Lot 424 DP 811583, Lots 1-155 SP 39994, Lots 1-65 SP 39995, Lots 1-2 SP 40417, Lots 5-54 SP 40417, Lots 158-166 SP 47537, Lots 55-56 SP 70913, Lot 425 DP 811583, Lots 67-153 SP 39995, Lots 154 SP 84035
<b>Certificate No.:</b>	2021339000
<b>Certificate Date:</b>	11/11/21
<b>Receipt No:</b>	0186057
<b>Fee:</b>	\$53.00
<b>Paid:</b>	11/11/21

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

Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333  
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

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**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zoned Commercial – Sydney Cove Redevelopment Scheme**

Commercial uses are deemed to include such activities as offices and their associated facilities, caretakers accommodation, wholesale and retail outlets, premises licensed under the liquor act 1982, restaurants and other food outlets, the parking of vehicles for a fee, club rooms, portrait painting and photographs, printing services, and the like.

**Zoned Residential – Sydney Cove Authority Redevelopment Scheme**

Residential uses are deemed to include serviced apartments, hotel and motel suites, ancillary amenities and car parking facilities.

**Zoned Special Uses – Sydney Cove Redevelopment Scheme**

Special uses are deemed to include utility services, substations, public open space and other amenities, open space, health and child minding facilities, tourist and other information services, handicraft and other clean cottage industries, ceremonial places, exhibition areas, museums, theatres, school purposes, instruction in the arts and crafts, places of worship, religious institutions and associated residential, ambulance services, wharves, rail works, service stations, police stations, minor factory type operations (provided they are non-polluting and non-obnoxious in nature), areas set aside for entertainment and recreational facilities, and the like.

**PROPOSED ZONING**

This property is not affected by a draft zone.

**LOCAL PLANNING CONTROLS**

**Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005)** – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

**Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney**

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

## **Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms**

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

## **HERITAGE**

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from [www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## **STATE PLANNING INSTRUMENTS**

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

### **State Environmental Planning Policy No. 1 – Development Standards**

This policy makes development standards more flexible. It allows Council to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

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**State Environmental Planning Policy No. 19 – Bushland in Urban Areas**

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**State Environmental Planning Policy No. 33 – Hazardous and Offensive Development**

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

**State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is

contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**State Environmental Planning Policy No 60 – Exempt and Complying Development (Gazetted 3.03.00)**

Specifies exempt and complying development in certain areas that have not provided for those types of development through a Local Environmental Plan. This is achieved by identifying the development of minimal environmental impact that is to be exempt and identifying development that is to be complying development. The policy also specifies standards for that development, identify complying development separately for metropolitan Sydney and regional areas of New South Wales, specifies conditions for complying development certificates and ensures that development consent is required for the subdivision of land, and the erection of a building or for demolition.

**State Environmental Planning Policy No. 64 – Advertising and Signage**

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

Provides effective communications in suitable locations, and

Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

**State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

**State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004**

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

**State Environmental Planning Policy (State Significant Precincts) 2005**

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

**State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

**State Environmental Planning Policy (Infrastructure) 2007**

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

**State Environmental Planning Policy (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

**State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**State Environmental Planning Policy (State and Regional Development) 2011**

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

**State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

**State Environmental Planning Policy (Coastal Management) 2018**

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

## **Sydney Cove Authority Redevelopment Scheme**

This land is affected by building site control drawing XLIII (1) dated 23 October 1990 which specifies the uses to which the land may be put and a building envelope which dictates the shape and form of any building constructed on the site. Planning & zoning function responsibilities affected by: Sydney Cove Redevelopment Authority vide S.C.A. Act, 1968,

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005 and the Sydney Harbour Foreshore Authority Act 1998.

**Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005**

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

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**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

**(3) Complying Development**

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

<ul style="list-style-type: none"> <li>▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d) &amp; 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(e) &amp; 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.</li> </ul>	YES
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code &amp; Low Rise Housing Diversity Code)</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.</li> </ul>	NO
<ul style="list-style-type: none"> <li>▪ Clause 1.19(2) &amp; 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code &amp; Low Rise Housing Diversity Code)</li> </ul>	NO

#### **Housing Internal Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

**Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

**Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

**Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

**General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

**Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Note.** "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

**(7) Council and other public authorities policies on hazard risk restrictions:**

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

**(7A) Flood related development controls information.**

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls

Property is within the flood planning area	<b>NO</b>
Property is outside the flood planning area	<b>NO</b>
Property is within a buffer zone	<b>UNKNO WN</b>

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls

Property is between the flood planning area and probable maximum flood.	<b>NO</b>
Property is outside the flood planning area and probable maximum flood	<b>YES</b>
Property is within a buffer zone	<b>NO</b>

(3) In this clause—

*flood planning area* has the same meaning as in the Floodplain Development Manual.

*Floodplain Development Manual* means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

*probable maximum flood* has the same meaning as in the Floodplain Development Manual.

**(8) Land reserved for acquisition**

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**(9) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

<ul style="list-style-type: none"> <li>▪ Central Sydney Development Contributions Plan 2013 – in operation 9<sup>th</sup> July 2013</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ City of Sydney Development Contributions Plan 2015 – in operation 1<sup>st</sup> July 2016</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16<sup>th</sup> May 2007</li> <li>▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16<sup>th</sup> May 2007</li> </ul>	<b>NO</b>

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1<sup>st</sup> July 2021

**(9A) Biodiversity certified land**

The land has not been certified as biodiversity certified land.

**(10) Biodiversity Conservation Act 2016**

Not Applicable.

**(10A) Native vegetation clearing set asides**

Not Applicable.

**(11) Bush fire prone land**

The land has not been identified as Bush fire prone land.

**(12) Property vegetation plans**

Not Applicable

**(13) Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

**Note.** The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

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**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

**For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.**

*Planning certificate section 10.7 (2), local planning controls are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)*

**General Enquiries:**

**Telephone: 02 9265 9333**

**Town Hall House**

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

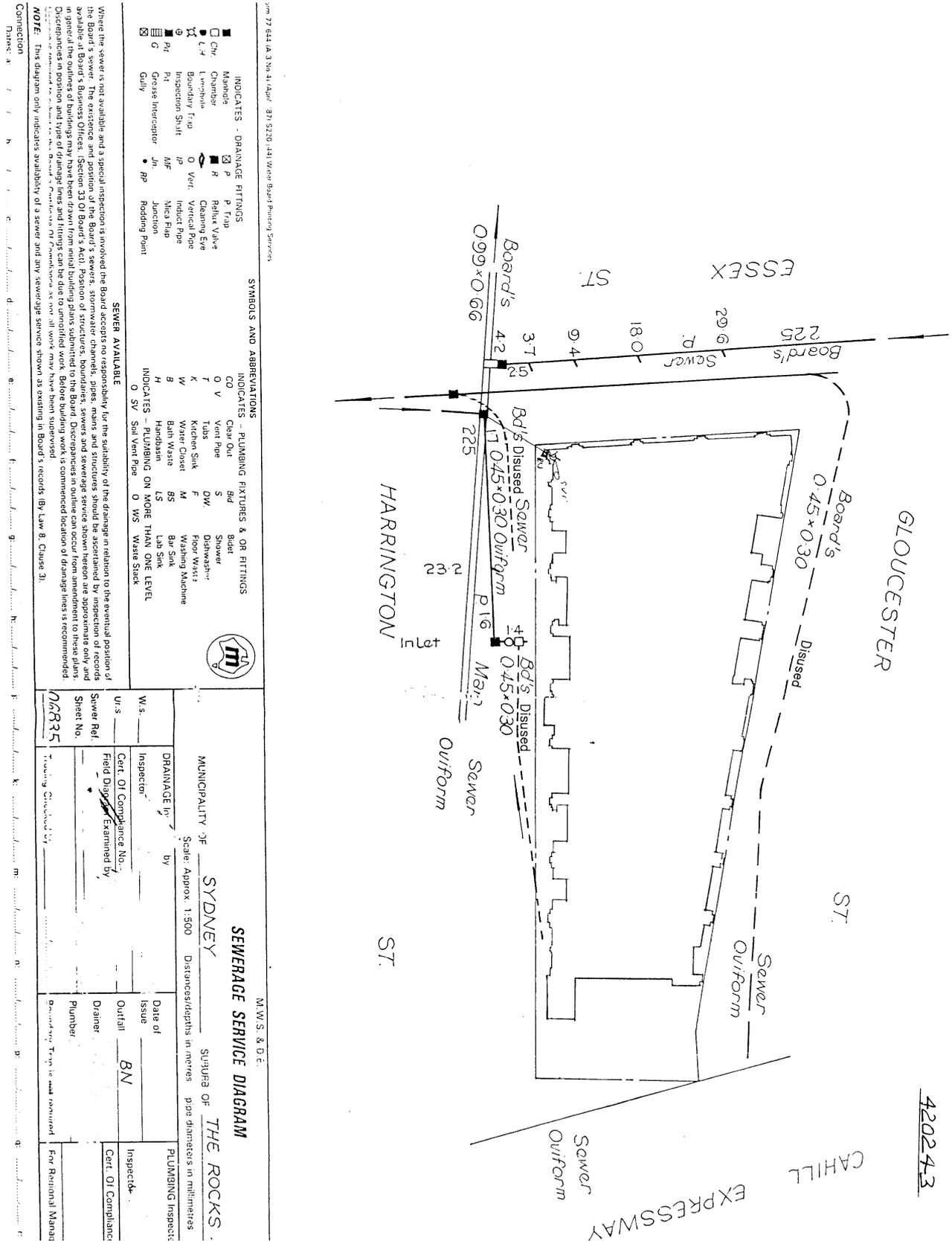
*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:  
Chief Executive Officer  
City of Sydney  
G.P.O. Box 1591  
Sydney NSW 2000*

End of Document

# Sewer Service Diagram

Application Number: 8001227454



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7/27/84 LA 3/30/41 Dept. 371 5230 141 Water Board Planning Services

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chamber
- L-7
- Boundary Trap
- Inspection Shaft
- Pit
- Grease Interceptor
- Gully

INDICATES - PLUMBING FITTINGS

- P Trap
- Reflex Valve
- Cleaning Eye
- Vertical Pipe
- Induct Pipe
- Mica Flap
- Jn
- Junction
- Redding Point

INDICATES - PLUMBING FIXTURES & OR FITTINGS

- CO Clean Out
- O V Vent Pipe
- T Tub
- K Kitchen Sink
- W Water Closet
- B Bath Waste
- H Handbasin
- SV Soil Vent Pipe
- BS Bidet
- Shower
- Dishwasher
- Washing Machine
- Bar Sink
- Lab Sink
- WWS Waste Stack

SEWER AVAILABLE

Where this sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existing and proposed sewer lines, manholes, chambers, pipes, mains and structures should be ascertained by inspection of records and approved the outlines of buildings may have been drawn from plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Inspection is advised in all cases to determine the location of sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

- SV Soil Vent Pipe
- O WWS Waste Stack

MUNICIPALITY OF SYDNEY  
Scale: Approx. 1:500  
Distances/depths in metres  
pipe diameters in millimetres

SEWERAGE SERVICE DIAGRAM  
SUBURB OF THE ROCKS

W.S. \_\_\_\_\_  
Inspector \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Plumber \_\_\_\_\_  
Inspected By \_\_\_\_\_

Cert. Of Compliance No. \_\_\_\_\_  
Field Diagram Examined by \_\_\_\_\_  
Drawing Checked by \_\_\_\_\_  
Approved Type and Issued For Regional Manager

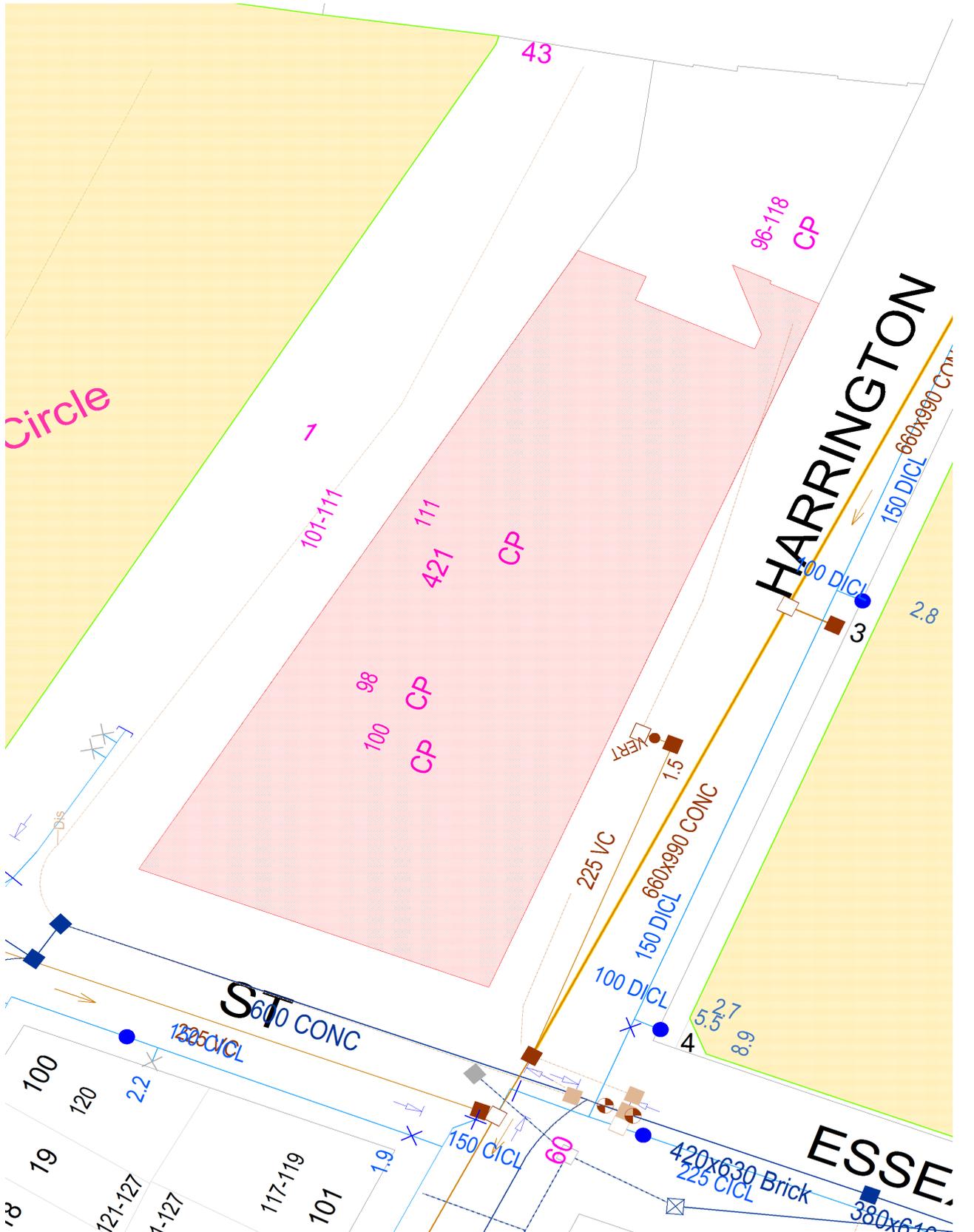
U.S. \_\_\_\_\_  
Sewer Ref. \_\_\_\_\_  
Sheet No. 02835

Connection: a b c d e f g h i j k l m n o p q r s t u v w x y z

**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

**Service Location Print**  
Application Number: 8001227455



Document generated at 11-11-2021 01:41:13 PM

**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **JACOB MATHEW MAMUTIL**  
Purchaser:  
Property: **1802/96-118 GLOUCESTER ST THE ROCKS 2000**  
Dated:

---

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as

- referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?

- (d) Has the vendor any notice or knowledge of them being affected by the following:
  - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (iv) any realignment or proposed realignment of any road adjoining them?
  - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

22.

- (a) If a licence benefits the Property please provide a copy and indicate:
  - (i) whether there are any existing breaches by any party to it;
  - (ii) whether there are any matters in dispute; and
  - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
  - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

#### **Applications, Orders etc**

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

#### **Owners Corporation management**

- 29. Has the initial period expired?
- 30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
- 31. If the Property includes a utility lot, please specify the restrictions.
- 32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
- 33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
  - (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
- 34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
- 35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
  - (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

46. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Requisitions and transfer**

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

#### **Off the plan contract**

54. If the Contract is an off the plan contract:
  - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
  - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



MR JACOB M MAMUTIL  
1 MERELYNNE AVENUE  
WEST PENNANT HILLS NSW 2125

Our reference: 7125487608057

Phone: 13 28 66

13 November 2021

## Your foreign resident capital gains withholding clearance certificate

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

Hello JACOB,

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

Notice number	2410621907188
Vendor name	JACOB MATHEW MAMUTIL
Clearance Certificate Period	13 November 2021 to 14 November 2022

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

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

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



Revenue

Enquiry ID 3603189  
Agent ID 81290352  
Issue Date 11 Nov 2021  
Correspondence ID 1735518910  
Your reference 1092684

GLOBALX INFORMATION PTY LTD  
GPO Box 2746  
BRISBANE QLD 4001

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S39994/92	Unit 1802, 96-118 GLOUCESTER ST THE ROCKS 2000	\$194 056

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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

Inventory list

1802/98 Gloucester Street

### **Entry**

1x print on wall

### **Lounge room**

1x print on wall

Timber desk

Black chair

Black ottoman

1 timber side table

Samsung TV with remote

Separable king bed

Navy sofa

Timber coffee table

Timber TV cabinet

Leather desk chair

Timber dining table

Green glass vase

4 dining chairs

Large floor lamp

2 patterned/1 black cushions

Mirror on wall

### **Kitchen**

Lg microwave

SS kettle and toaster

4 side plates

4 dinner plates

4 bowls

4 saucers  
4 coffee mugs  
4 tea cups  
Cutlery set  
SS bin  
Glass bowl  
Glass baking dish  
Glass jug  
4 wine glasses  
4 champagne glasses  
4 short glasses  
4 tall glasses  
Coffee plunger  
S+P shakers  
Tea pot, saucer + sugar canister  
2 egg cups  
Various utensils  
Ss strainer  
Grater  
Chopping board  
2 saucepans w lid  
1 frying pan with lid  
2x bar fridges

### **Bedroom**

1x print on wall  
Timber desk  
Small grey ottoman  
Charcoal ottoman  
2 timber side tables  
Alarm clock

Hotel phone

Samsung TV with remote

Separable king bed

Mattress protector

2 pillows

2 black European cushions

King quilt

Navy blanket

### **Bathroom**

Black tissue box

2 cups

Magnifying wall mirror

Hair dryer

### **Laundry**

Dryer

Washing machine

Ironing board

Nero iron

Fire blanket

Vacuum