

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	MORTON REAL ESTATE AGENCY 84 Alexander Street CROWS NEST NSW 2065	phone 8424 9999 fax ref James Crow
co-agent	Not Applicable	phone fax ref
vendor	DANIEL JOHN GILBERT and CINDY GILBERT Unit 8229, 56A Pirrama Road, Pyrmont NSW 2009	
vendor's solicitor	LANDERER & COMPANY Level 31, 133 Castlereagh Street, Sydney NSW 2000 PO Box A237, Sydney South NSW 1235 DX 1247 Sydney	phone +612 9261 4242 fax +612 9261 8516 ref DM:JR:30104736
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	UNIT 29, 56A PIRRAMA ROAD, PYRMONT NSW 2009 Registered Plan: Lot 29 in Strata Plan 80052 Folio Identifier 29/SP80052 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace x 2 <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input 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: Washing Machine & Dryer, Fridge, Microwave		
exclusions				
purchaser				
Purchaser's & Guarantor's solicitor	Name Address and DX	Phone: Fax: Ref:		
Guarantor	Name Address	Phone: Fax: 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

vendor

witness

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) PEXA

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>General</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 checked="" 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 type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</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>Swimming Pools Act 1992</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>Strata or community title (clause 23 of the contract)</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 checked="" 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>Other</p> <p><input type="checkbox"/> 58 Other:</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

McCormacks Strata Management
 Suite 502, Level 5, 151 Castlereagh Street, Sydney.
 Tel: 9299 6722 Email: info@mccormacks.com.au

Vendor _____ **Witness**
Print name: _____

Purchaser _____ **Witness**
Print name: _____

Guarantor	Witness Print name:
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EXECUTED by)
)
in accordance with section 127 of the)
Corporations Act 2001 (C'th))
)
)

.....
Secretary/Director/Authorised Person

.....
Print name of signatory

.....
Director

.....
Print name of signatory

EXECUTED by)
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in accordance with section 127 of the)
Corporations Act 2001 (C'th))
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Secretary/Director/Authorised Person

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Print name of signatory

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Director

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Print name of signatory

EXECUTED by)
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in accordance with section 127 of the)
Corporations Act 2001 (C'th))
)

.....
Secretary/Director/Authorised Person

.....
Print name of signatory

.....
Director

.....
Print name of signatory

TAX FILE NUMBER

The Tax File Number for the Purchaser is:-

Purchaser(s) Date(s) of Birth:-

THIS IS ADDITIONAL CLAUSES FORMING PART OF CONTRACT FOR SALE AND PURCHASE OF
 LAND BETWEEN DANIEL JOHN GILBERT and CINDY GILBERT (VENDOR) AND
 (PURCHASER) IN RELATION TO UNIT 29, 56A PIRRAMA ROAD, PYRMONT
 DATED THE _____ DAY OF _____ 20____

30A. AMENDMENT TO PRINTED FORM OF CONTRACT

The printed clauses of this contract are amended in the following manner:

- (a) Clause 2.5: by deleting "This right to terminate is lost as soon as the deposit is paid in full";
- (b) Clause 2.9: by replacing "If each party tells the depositholder that the deposit is to be invested, the depositholder is to invest" with "The parties hereby authorise and direct the depositholder to invest";
- (c) Clause 2.10: by inserting the following as clause 2.10:

"2.10 Despite any other provision contained in this clause 2, the purchaser will not be entitled to any interest accrued on the investment of the deposit if the purchaser has not advised the vendor of the purchaser's tax file number on or within five business days after the date of this contract.";
- (d) Clause 7.1.1: by replacing "5%" with "1%";
- (f) Clause 8.1: by replacing "The vendor can rescind if -" with "Despite any other provision of this contract, the vendor can rescind if -";
- (g) Clause 8.1.1: by its replacement with:

"8.1 the vendor is unable or unwilling to comply with a requisition or claim;"
- (h) Clause 8.1.2: by deleting "and those grounds";
- (i) Clauses 8.2 and 8.3: by inserting "or claim" after the word "requisition";
- (j) Clauses 10.1.8 and 10.1.9: by replacing "substance" with "existence";
- (k) Clause 14.4.2: by replacing clause 14.4.2 with "by adjusting the amount as assessed against the vendor in the proportion that the taxable value of the property bears to the aggregate taxable value of all land owned by the vendor";
- (l) Clause 15: by inserting after "by" the words "3.30 pm on";
- (m) Clause 16.3: by replacing "(being an estate in fee simple)" with "(being a leasehold estate)";
- (n) Clause 16.6: add "not less than 3 business days before the Completion Date" after "If";

- (o) Clause 19.2.3: by its deletion;
- (p) Clause 20.6.5: add at the end of the clause "A fax is taken to have been received at the time shown in the sender's transmission report showing that the whole of the fax was sent. An email is taken to have been received at the time shown in the sender's email record as having been successfully sent.";
- (q) Clauses 23.13 and 23.14: replace "7" with "3";
- (r) Clause 23.17: by its deletion;
- (s) Clauses 24 to 29: by their deletion.

31A. **DEFINITIONS AND INTERPRETATION**

- (a) In this contract (including the recitals) unless the context otherwise requires:
 - "**claim**" wherever it appears, includes a claim for compensation.
 - "**completion**" means the date the parties complete the purchase and sale of the property, whether on the date for completion or otherwise.
 - "**GST**" means a goods and services tax or similar value added tax.
 - "**supply**" means supply as defined under the GST Act.
- (b) References to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this contract.
- (c) Headings in this contract are for convenience only and do not affect its interpretation or construction.
- (d) In this contract unless the context otherwise requires:
 - (i) the singular includes the plural and vice versa;
 - (ii) each gender includes the other two genders;
 - (iii) the word "person" means a natural person and any association, body or entity whether incorporated or not;
 - (iv) the word "month" means calendar month and the word "year" means 12 calendar months;
 - (v) a reference to writing includes any communication sent by post or facsimile transmission;

- (vi) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (vii) all monetary amounts are in Australian currency;
- (viii) a reference to time refers to time in Sydney, Australia;
- (ix) **"including"** when introducing an example or list of things does not limit the example or the meaning of the words to which the list relates to that example or those words only or to examples and words of a similar kind only;
- (x) a reference to any thing is a reference to the whole and each part of it;
- (xi) if there is any conflict between the additional clauses and the printed clauses of this contract, then to the extent of the conflict these Additional Clauses prevail.

32. **WARRANTIES, ETC**

- (a) The purchaser warrants that it has not been induced to enter into this contract by any representation verbal, written or otherwise made by or on behalf of the vendor which is not set out in this contract.
- (b) The purchaser warrants to the vendor that, because of the Purchaser's own inspections and enquiries, the purchaser:
 - (i) is satisfied as to the nature, quality, condition and state of repair of the property;
 - (ii) accepts the property as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
 - (iii) is satisfied about the purposes for which the property may be used; and
 - (iv) has satisfied itself as to the presence in or upon the property or emanating from the property of any contamination, pollutant, toxin, chemical waste, asbestos or other dangerous or hazardous substances.
- (c) The purchaser may not make any requisition or claim or delay completion of or rescind or terminate this contract because of anything in connection with:
 - (i) the nature, quality, condition or state of repair of the property including defects (latent or patent), dilapidation or infestation of the property;
 - (ii) the purposes for which the property may be used;
 - (iii) except to the extent provided for by Division 7 Part 4 of the Conveyancing Act 1919 (NSW) ("Passing of Risk"), any loss, damage, dilapidation,

infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion;

- (iv) the roof or surface water drainage from the property being connected to a sewerage service;
 - (v) there being or not being an easement or other right in respect of a service referred to in clause 10.1.2;
 - (vi) the presence in or upon the property or emanating from the property of any contamination, pollutant, toxin, chemical waste, asbestos or other dangerous or hazardous substances;
 - (vii) any matter the existence of which is disclosed in this contract or which may have come to the purchaser=s attention through its own due diligence, pre-exchange inspections and reports;
 - (viii) the present and future economic feasibility, viability and economic return of the property;
 - (ix) the use of the property being unlawful or unauthorised under any planning laws which apply to the property;
 - (x) the property not complying with any legislation (including the Conveyancing Act 1919 (NSW) and the Environmental Planning and Assessment Act 1979 (NSW) and their regulations and schemes thereunder);
 - (xi) the property not complying with the requirements of any permits or other approvals issued by a competent authority or under any legislation (including under the Conveyancing Act 1919 (NSW) and under the Environmental Planning and Assessment Act 1979 (NSW) and their regulations and schemes thereunder); and
 - (xii) the absence of an occupation certificate (within the meaning of the Environmental Planning and Assessment Act 1979 (NSW) for the property.
- (d) Without limiting the generality of the preceding paragraph, the purchaser warrants that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty upon which the purchaser relies as to:
- (i) the fitness or suitability for any particular purpose or otherwise in respect of the property;
 - (ii) any financial return or income to be derived from the property; and
 - (iii) the presence in or upon the property or emanating from the property of any contamination, pollutant, toxin, chemical waste, asbestos or other dangerous or hazardous substances.

- (e) The purchaser expressly agrees that it is at its cost responsible for the remediation of any contamination, pollutant, toxin, chemical waste, asbestos or other dangerous or hazardous substances in or upon the property or emanating from the property including complying with all notices and laws in connection therewith, and the purchaser indemnifies to the fullest extent permitted by law the vendor from all liability and loss of the vendor arising from, and any claims, demands, costs, charges and expenses incurred by the vendor in connection with, the purchaser's breach of its obligations contained in this clause 30(e).
- (f) The purchaser acknowledges that the vendor has entered into this contract relying on the purchaser's warranties contained in this clause.
- (g) The provisions of this clause 32 do not merge on completion.

33. FENCING

The property is sold and the purchaser takes title to the property subject to the present boundary fences and boundary walls. No requisition or claim can be made by the purchaser about any boundary of the property not being fenced or any boundary fence or wall not being upon or within such boundary.

34. PURCHASER'S DEATH ETC.

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor or the purchaser at law or in equity had this Clause not been included it is agreed that:

- (a) if a party (and if that party comprises more than one person then any of them) dies or becomes mentally ill, the other party may by notice rescind this contract. The provisions of Clause 19 apply on any rescission pursuant to this clause; and
- (b) if a party [is a Company and]:
 - (i) resolves to go into liquidation;
 - (ii) has a Summons for its winding up filed in Court;
 - (iii) enters into any scheme of arrangement with its creditors under Chapter 5 of the Corporations Act; or
 - (iv) has a Receiver or Official Manager appointed in respect of such party,
 then that party is deemed to be in default under this contract.

35. REAL ESTATE AGENTS

- (a) The purchaser warrants that it was not introduced to the vendor or to the property by or through the medium of:

- (i) any real estate agent or any employee of any real estate agent; or
- (ii) any person having any connection with a real estate agent

who may be entitled to claim commission as a result of this sale other than the vendor's agent, if any.

- (b) The purchaser agrees at all times to indemnify the vendor and keep the vendor indemnified from and against any claim whatsoever for commission which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of the warranties contained in subclause (a).
- (c) This Clause does not merge on completion.

36. NOT USED

37. EXISTING SERVICES

The purchaser acknowledges that the purchaser is purchasing the property and takes title subject to existing water sewerage and drainage, gas and electricity, telephone or other installations or services (if any). The purchaser must not make any requisition or claim for compensation about:

- (a) the nature, location, availability or non-availability of any such service;
- (b) any sewer main or the mains or connections for or of any relevant authority for or supplier of any such services passing in or over or through the property;
- (c) whether or not the property is subject to or has the benefit of any rights or easements for any such service or mains, pipes or connections for the property;
- (d) any defects in such installations and services;
- (e) any underground or surface stormwater drain passing through or over the property or if any manhole or vent is on the property.

38. DUE DILIGENCE MATERIALS

38.1 In this contract, "**Due Diligence Materials**" includes any information, documents or materials:

- (a) attached to or specifically disclosed in this contract;
- (b) made available to or on behalf of the purchaser on or before the contract date;
- (c) in responses to questions or requests for further information raised by or on behalf of the purchaser before the contract date;

- (d) made available in response to questions or requests for further information raised by or on behalf of the purchaser;
- (e) provided to the purchaser or its employees, agents, consultants or contractors as part of the purchaser's due diligence investigations; and/or
- (f) otherwise provided by or on behalf of the vendor during any inspection by the purchaser or its consultants, employees, agents or contractors before this contract was entered into,

in connection with the property or this contract.

38.2 Acknowledgement

Subject to the other provisions of this contract, the purchaser acknowledges that:

- (a) the Due Diligence Material was prepared solely for the information of the purchaser to assist it in deciding whether they were sufficiently interested in the property to proceed with further investigations;
- (b) the information in the Due Diligence Material was intended as a guide only and does not constitute all or any part of an offer or of this contract;
- (c) it has not relied on any material contained in the Due Diligence Material as a statement or representation of fact or as to any further matter, but has satisfied itself as to the correctness of the information by independent investigations except as expressly provided in this contract;
- (e) except for rights and remedies provided by statute which cannot be excluded, no liability (under statute, in contract or tort for negligence or otherwise) is assumed by the vendor or any of their respective officers, employees or agents for any material contained in the Due Diligence Material.
- (f) the Due Diligence Material was provided to the purchaser for information purposes only and neither the vendor nor any of the vendor's consultants, employees or agents warrant the completeness, accuracy or reliability of any of the contents of the Due Diligence Material, and no responsibility is assumed by the vendor or any of the vendor's consultants, employees or agents in respect of the contents of or omissions from the Due Diligence Material.

39. **NOT USED**

40. **NOTICE TO COMPLETE**

- (a) If either party is entitled to issue a notice to complete, that notice will be taken to be sufficient as to time if not less than 14 days is allowed to effect completion. A party issuing a notice to complete may at its discretion:
 - (i) withdraw the notice to complete without prejudicing that party's right to issue another notice to complete; and/or

- (ii) extend the notice to complete by serving written notice on the other party.
- (b) A notice to complete may nominate a specific hour between 11 am and 3.30 pm on any business day and a specific place in Sydney CBD for completion to occur pursuant to the notice to complete.
- (c) If the vendor serves a notice to complete on the purchaser, on completion as a condition of completion, the purchaser must pay the sum of \$350.00 plus GST as a contribution towards the vendor's legal costs in relation to the preparation and service of the notice to complete.

41. LATE COMPLETION

It is an essential term of this contract, if completion does not take place within the time stipulated in clause 15 and the vendor is not at that time in default:

- (a) on completion the purchaser must pay to the vendor interest on the balance of the Price and any other money payable to the vendor at the rate of 6% per annum computed from and including the day after the date for completion up to and including the date of completion of this contract. The purchaser cannot require the vendor to complete this contract unless such interest is paid to the vendor on completion; and
- (b) despite clause 14 or any other condition of the contract, any adjustments for rates, taxes and outgoings between the parties, must be made as at the date at which completion of the contract is stipulated in clause 15.

Nothing in this clause detracts from the making time of the essence as set out in this contract.

42. CHARGES ON THE PROPERTY

- (a) The vendor must not be deemed to be unable, not ready or unwilling to complete this contract because of any charge on the property for any rate, tax (including land tax) or outgoing.
- (b) The vendor is entitled to serve a Notice to Complete on the purchaser even if, at the time when the Notice is issued or at any later time, there is a charge on the property for any rate, tax or outgoing.
- (c) The vendor is not required to remove from the title to the property, any lease whose term (including any option) has expired.

43. ADDITIONAL CLAUSES

The additional clauses forming part of this contract must not be read or applied so as to have the effect of excluding, modifying or restricting:

- (a) the application of all or any of the provisions of Section 52A of the Conveyancing Act, 1919 or the Conveyancing (Sale of Land) Regulation, 2017; or
- (b) the exercise of a right conferred under the provisions of that Section or that Regulation in relation to this contract.

44. ENTIRE AGREEMENT

This contract contains the entire understanding between the parties in relation to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this contract other than those expressly stated in it or necessarily implied by law.

45. GUARANTEE AND INDEMNITY

45.1 Application

If the purchaser is a company the purchaser must on the making of this contract (and in this regard time is essential) cause the directors of the purchaser to give the guarantee and indemnity in this clause 45 (**Guarantor**).

45.2 Consideration

The Guarantor:

- (a) gives this guarantee and indemnity in consideration of the vendor agreeing at the request of the Guarantor to enter into this contract; and
- (b) acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including the agreement of the vendor at the request of the Guarantor to enter into this contract.

45.3 Guarantee

The Guarantor unconditionally and irrevocably guarantees payment to the vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

45.4 Money

If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

45.5 Obligations

If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether

or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

45.6 Indemnity

As a separate undertaking, the Guarantor indemnifies the vendor against:

- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not be recoverable from the Guarantor under clauses 45.3 and 45.4 or from the purchaser because of any circumstances whatsoever; and
- (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

45.7 Continuing Nature

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

45.8 Principal Obligations

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
- (c) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.

45.9 No Claims

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the vendor:

- (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or

- (b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

45.10 Warranty

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

45.11 Essential Clause

This clause 45 is an essential clause.

45.12 Liability

The obligations of the Guarantor under this clause 45 are at all times joint and several.

45.13 Definitions

For the purposes of this clause 45:

"Guaranteed Money" means the price and any other money payable by the purchaser to the vendor under this contract; and

"Guaranteed Obligations" means all of the obligations of the purchaser under this contract.

46. TRUSTEE - PURCHASER

If the purchaser enters this contract as trustee of a trust, the purchaser will be liable under this contract in its own right and as trustee of the trust. Nothing releases the purchaser from any liability in its personal capacity. The purchaser warrants that at the date of this Contract:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the purchaser as trustee and have not been varied or revoked and the trust is a valid and subsiding trust;
- (b) the purchaser is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this contract on behalf of the trust and that this contract is being entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
- (c) no restriction on the purchaser's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

47. **CONSENT AND EXECUTION (ELECTRONIC SIGNATURE)**

- (a) The parties consent to this contract and any document and notice under or relating this contract being signed by or on behalf of a party by an Electronic Signature.
- (b) A party to this contract that is a company may sign this contract and any document and notice under or relating this contract by Electronic Signature of:
 - (i) 2 directors of the company; or
 - (ii) a director and a company secretary of the company; or
 - (iii) for a proprietary company that has a sole director who is also the sole company secretary, that director.
- (c) Where an Electronic Signature has been used to sign this and any document and notice under or relating this contract, the parties warrant that their Electronic Signature was used to:
 - (i) identify and authenticate the person signing;
 - (ii) where the party is an individual, indicate that the person, intended to be bound by the terms of this contract and the document and notice; and
 - (iii) where the party is a company, the person or persons intended to bind the company to the terms of this contract and the document and notice.
- (d) Each party warrants that the placing of their Electronic Signature in accordance with this contract constitutes delivery of this contract by the individual or the company (as the case may be).
- (e) This contract may be Electronically Signed or executed in wet ink in any number of counterparts. All counterparts, taken together, constitute one instrument.
- (f) Where this contract and any document and notice under or relating this contract is required by law to be in physical form, the parties agree that a print out of an Electronically Signed copy of this contract and any document and notice under or relating this contract notice satisfies that requirement.
- (g) A party may execute this contract by signing any counterpart.
- (h) This contract is binding on the parties on exchange of counterparts. A copy of a counterpart sent by facsimile machine or that is electronically scanned and emailed:
 - (j) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.
- (i) **Electronic Signature** means any visual representation of a person's handwritten signature which is placed on this Deed or accompanies this Deed including a scan or facsimile of the person's handwritten signature or by using a digital signing platform like DocuSign or other

electronic signing platform or signing the screen of an Ipad or similar electronic device), and "**Electronically Signed**" has a corresponding meaning.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 • the person who owned the land owned no other land;
 • the land was not subject to a special trust or owned by a non-concessional company; and
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
 The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
 • **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *ERCGW 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 *ERCGW 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 31.3 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.



LAND
REGISTRY
SERVICES

Order number: 64919322
Your Reference: DM:30104736:GILBERT
02/11/20 09:31



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 29/SP80052

SEARCH DATE	TIME	EDITION NO	DATE
2/11/2020	9:31 AM	5	8/9/2018

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

LAND

LOT 29 IN STRATA PLAN 80052
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AD982460 EXPIRES
27/05/2107

DANIEL JOHN GILBERT
CINDY GILBERT
AS JOINT TENANTS

(T AE672599)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80052
- 2 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 89/1121561
- 3 SP80052 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE S.88B INSTRUMENT
- 4 SP80052 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 2 IN THE S.88B INSTRUMENT
- 5 AE672600 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 2/11/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80052

SEARCH DATE	TIME	EDITION NO	DATE
2/11/2020	9:31 AM	15	12/8/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 80052
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP80052

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AD982431 EXPIRES
27/05/2107

THE OWNERS - STRATA PLAN NO. 80052
ADDRESS FOR SERVICE OF DOCUMENTS:
THE SECRETARY
THE OWNERS - STRATA PLAN 80052
56 & 56A PIRRAMA RD
PYRMONT NSW 2009

SECOND SCHEDULE (48 NOTIFICATIONS)

- 1 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 89/1121561
- 2 DP867854 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP867855 EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM
- 4 DP876763 EASEMENT FOR ACCESS AND SERVICES 5.5 WIDE & VARIABLE
WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 5 DP876763 EASEMENT FOR ACCESS AND SERVICES 5.5 METRE(S) WIDE
AND VARIABLE APPURTENANT TO THE PART(S) OF THE LAND
SHOWN SO BENEFITED IN THE TITLE DIAGRAM
DP1040073 RELEASED IN SO FAR AS IT AFFECTS THE SITE
DESIGNATED (Z) IN DP1040073
- 6 DP867855 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- 7 DP868787 EASEMENT FOR ACCESS VARIABLE WIDTH APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 2/11/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80052

PAGE 2

SECOND SCHEDULE (48 NOTIFICATIONS) (CONTINUED)

- TITLE DIAGRAM
- 8 DP876763 RIGHT OF CARRIAGEWAY 8 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 9 DP868787 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 10 DP876763 EASEMENT FOR ACCESS AND SERVICES 8 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 11 DP1040073 EASEMENT FOR PEDESTRIAN ACCESS AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 12 DP1040073 EASEMENT FOR PEDESTRIAN ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 13 DP1040073 EASEMENT FOR ACCESS AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 14 DP1040073 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 15 DP1040073 EASEMENT FOR ACCESS LIMITED IN HEIGHT TO REDUCED LEVEL 2.5 AND UNLIMITED IN DEPTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 16 DP1040073 EASEMENT FOR ACCESS LIMITED IN HEIGHT TO REDUCED LEVEL 2.5 AND UNLIMITED IN DEPTH APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 17 DP1040073 EASEMENT FOR ACCESS AND RECREATION LIMITED IN DEPTH TO REDUCED LEVEL 2.5 AND UNLIMITED IN HEIGHT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 18 DP1040073 EASEMENT FOR ACCESS AND RECREATION ARE LIMITED IN DEPTH TO REDUCED LEVEL 2.5 AND UNLIMITED IN HEIGHT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 19 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 20 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 21 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT AND LIMITED IN HEIGHT TO REDUCED LEVEL 2.0 APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 22 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 23 DP1040073 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE

END OF PAGE 2 - CONTINUED OVER

PRINTED ON 2/11/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80052

PAGE 3

SECOND SCHEDULE (48 NOTIFICATIONS) (CONTINUED)

- DIAGRAM
- 24 DP1040073 EASEMENT FOR LIGHTING PURPOSES APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 25 DP1040073 EASEMENT FOR CAR PARKING PURPOSES REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 26 AD780446 EASEMENT FOR ACCESS APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART DESIGNATED (U) IN DP1091132
 - 27 DP1040073 EASEMENT FOR CRANE SWING (E) LIMITED IN DEPTH TO REDUCED LEVEL 15 AND UNLIMITED IN HEIGHT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 28 DP1040073 EASEMENT FOR CAR PARKING PURPOSES REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 29 DP1040073 EASEMENT FOR ACCESS AND WORKS APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 30 DP1040073 EASEMENT FOR SERVICE RECONNECTION AND RECONSTRUCTION AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 31 DP1040073 EASEMENT FOR SERVICE RECONNECTION AND RECONSTRUCTION APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 32 DP1121561 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
 - 33 DP1121561 EASEMENT FOR SUPPORT AND ATTACHMENT 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 34 DP1121561 EASEMENT FOR WAVE BARRIERS 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 35 DP1121561 EASEMENT FOR SECURITY PURPOSES 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 36 DP1121561 EASEMENT FOR EAVES. STAIRS AND AWNING OVERHANG 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 37 DP1121561 EASEMENT FOR SUPPORT OF BOARDWALKS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 38 DP1121561 EASEMENT FOR SUPPORT OF BOARDWALKS VARIABLE WIDTH

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80052

PAGE 4

SECOND SCHEDULE (48 NOTIFICATIONS) (CONTINUED)

APPURTENANT TO THE LAND ABOVE DESCRIBED

39 DP1121561 EASEMENT FOR SERVICES 2.5 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

40 DP1121561 RIGHT OF ACCESS 5.9 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

41 DP1121561 EASEMENT FOR PUBLIC ACCESS (LIMITED IN STRATUM)
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM

42 DP1121561 EASEMENT FOR PUBLIC ACCESS (LIMITED IN STRATUM) 3
METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM

43 DP1121561 EASEMENT FOR ACCESS (LIMITED IN STRATUM) VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM

44 DP1121561 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

45 SP80052 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE S.88B INSTRUMENT

46 SP80052 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 4 IN THE S.88B INSTRUMENT

47 AM994626 INITIAL PERIOD EXPIRED

48 AQ314192 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 80052

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	413	2 -	1028	3 -	1055	4 -	1083
5 -	1111	6 -	1121	7 -	804	8 -	413
9 -	987	10 -	1003	11 -	1009	12 -	1031
13 -	1037	14 -	1381	15 -	1387	16 -	823
17 -	1139	18 -	432	19 -	992	20 -	1015
21 -	1020	22 -	1042	23 -	1048	24 -	1392
25 -	1398	26 -	1158	27 -	841	28 -	432
29 -	1003	30 -	1026	31 -	1031	32 -	1054
33 -	1059	34 -	1404	35 -	1409	36 -	860
37 -	1902	38 -	1009	39 -	2051	40 -	1037
41 -	2088	42 -	1065	43 -	2126	44 -	1415
45 -	2557	46 -	279	47 -	860	48 -	897
49 -	935	50 -	972	51 -	339	52 -	544
53 -	525	54 -	330	55 -	655	56 -	685
57 -	691	58 -	711	59 -	717	60 -	1057
61 -	1063	62 -	544	63 -	350	64 -	544
65 -	655	66 -	333	67 -	696	68 -	702
69 -	722	70 -	728	71 -	1069	72 -	1074
73 -	356	74 -	562	75 -	544	76 -	337

END OF PAGE 4 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80052

PAGE 5

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

STRATA PLAN 80052

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
77	- 672	78	- 707	79	- 713	80	- 734
81	- 739	82	- 1080	83	- 1085	84	- 562
85	- 361	86	- 562	87	- 672	88	- 341
89	- 719	90	- 724	91	- 745	92	- 750
93	- 1091	94	- 1096	95	- 367	96	- 1772
97	- 562	98	- 345	99	- 1921	100	- 730
101	- 1958	102	- 756	103	- 1995	104	- 1102
105	- 2423	106	- 279	107	- 27	108	- 27
109	- 27	110	- 27	111	- 27	112	- 27
113	- 27	114	- 27	115	- 27	116	- 27

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 2/11/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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LAND
REGISTRY
SERVICES



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:43

Order No. 64919598

Certificate No: 99321605

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 80052

Available: Y

Size (KB): 888

Number of Pages: 23

Scan Date and Time: 02/06/2008 22:01

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

LOCATION PLAN EASEMENT DETAIL

90
D.P.1121561

(18'12"
4.735)

SHEET 1 ADJOINS

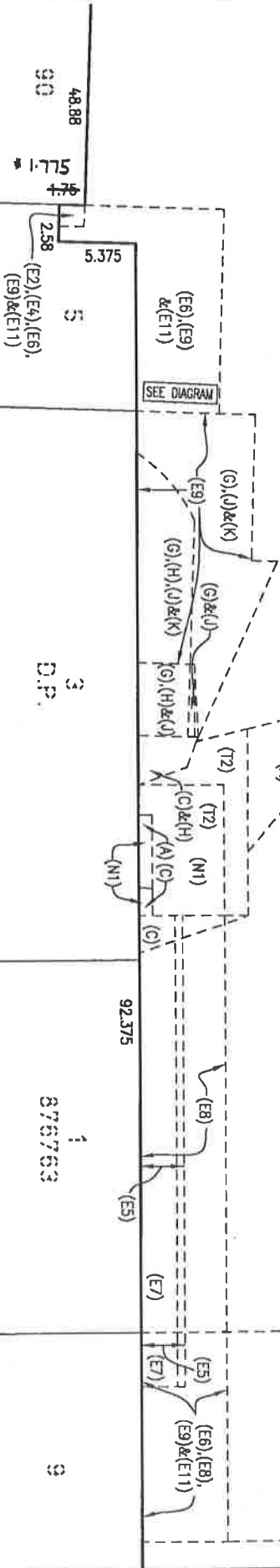
(E9)&(E11)
BOARDWALK

169.9

DARLING

HARBOUR

M.G.A. NORTH



VIDE D.P.1121561

EASEMENTS:

- (E2) - EASEMENT FOR SUPPORT & ATTACHMENT 1.5 WIDE
- (E3) - EASEMENT FOR WAVE BARRIERS 3.5 WIDE
- (E4) - EASEMENT FOR SECURITY PURPOSES 1.5 WIDE
- (E5) - EASEMENT FOR EAVES, STAIRS AND AWNING OVERHANG 3 WIDE
- (E6) - EASEMENT FOR SUPPORT OF BOARDWALKS VARIABLE WIDTH
- (E7) - EASEMENT FOR SERVICES 2.5 WIDE
- (E8) - RIGHT OF ACCESS 5.9 WIDE
- (E9) - EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (E10) - EASEMENT FOR PUBLIC ACCESS 3 WIDE & VARIABLE (LIMITED IN STRATUM)
- (E11) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (N1) - DENOTES EASEMENTS (E8), (E9) & (E11)

EASEMENTS:

- (A) EASEMENT FOR ACCESS (A) - (D.P. 1040073)
- (C) EASEMENT FOR PEDESTRIAN ACCESS (C) (D.P. 1040073)
- (G) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (G) (D.P. 1040073)
- (H) EASEMENT TO ACCESS (H) (D.P. 1040073)
- (J) EASEMENT FOR SERVICE RE-CONNECTION & RE-CONSTRUCTION (J) (D.P. 1040073)
- (K) EASEMENT FOR ACCESS & RECREATION (K) (D.P. 1040073)
- (T2) EASEMENT FOR ACCESS & SERVICES 5.5 WIDE & VARIABLE (D.P. 876763)

DIAGRAM N.T.S.

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: TASY MORAITIS

Surveyor's Ref: 050515 SP

Subdivision No: 01/2008

Lengths are in metres. Reduction Ratio 1:300

REGISTERED

28.5.2008

SP80052

X:\050085\050515 Wharves & Strata\STRATA FINAL\Sheet 02-LOCATION.dwg

* AMENDED BY TASY MORAITIS 13/5/08

BASEMENT

TYPICAL KEY
(UNLESS OTHERWISE NOTED)

SP BOUNDARY TO THE CENTRE OF THE FACE OF THE STEEL POST

BOUNDARY ON THE PROLONGATION OF THE FACE OF THE WALL

BOUNDARY ON THE CORNER OF THE WALL

BOUNDARY ON THE PROLONGATION OF THE CENTRELINE OF THE COLUMN

BOUNDARY TO THE CENTRE OF THE COLUMN FACE

TP BOUNDARY TO THE COLUMN TANGENT POINT

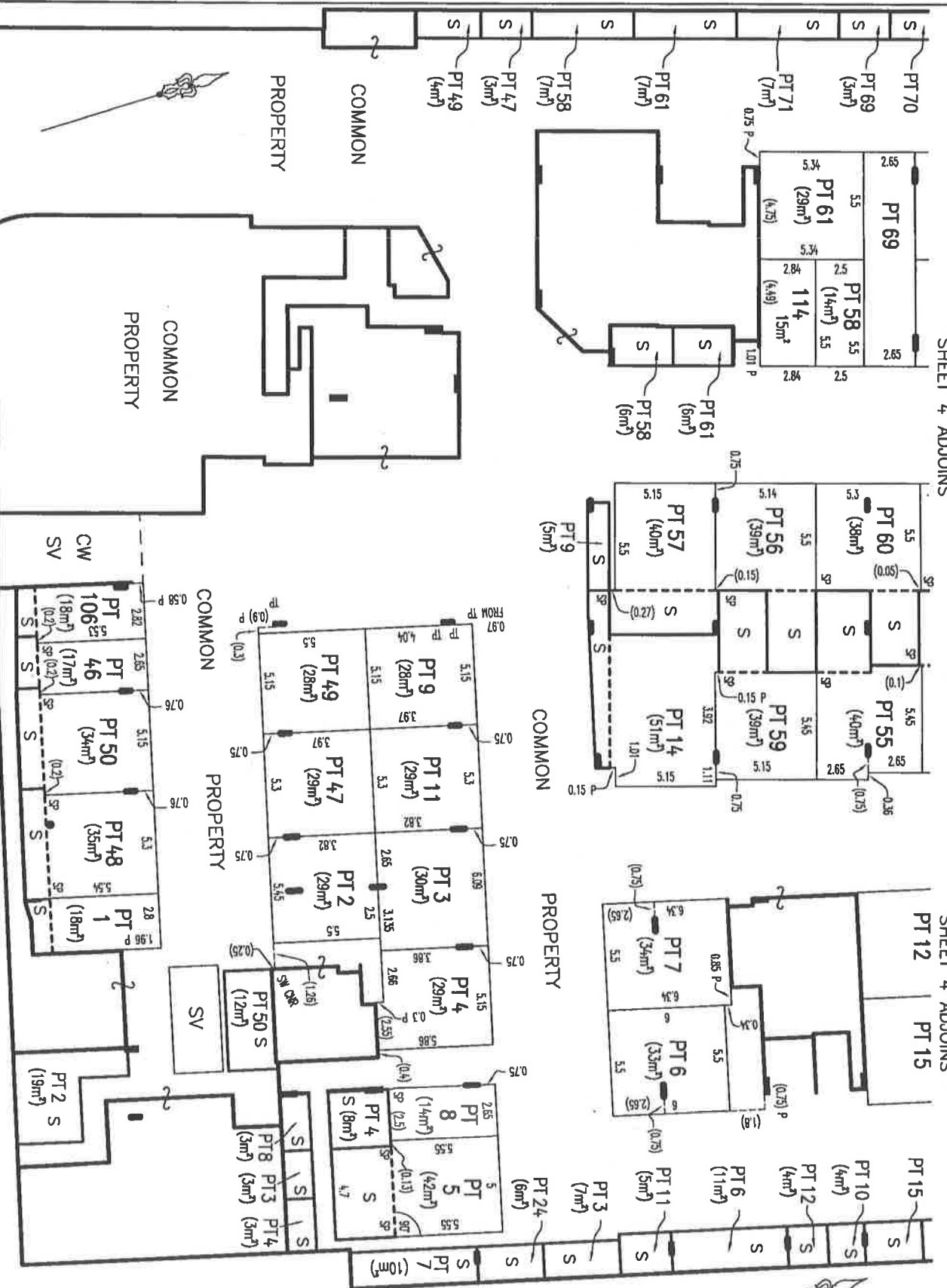
WALLS SHOWN THUS FORM PART OF THE LOT & ARE NOT COMMON PROPERTY

UNLESS OTHERWISE DEFINED ON THE PLAN, CAR SPACE LINE BOUNDARIES ARE PERPENDICULAR TO EACH OTHER

THE STRUTUM OF THE STORAGE ENCLOSURES, WHERE NOT COVERED BY A MESH ROOF, IS LIMITED TO 2.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. THE MESH ROOF IS COMMON PROPERTY

THE STRUTUM OF THE CAR SPACES IS LIMITED IN HEIGHT TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



C - DENOTES BOUNDARY TO THE CENTRE OF THE COLUMN FACE

CW - DENOTES CAR WASH BAY

P - DENOTES DIMENSIONED BOUNDARY ON THE PROLONGATION OF THE FACE OF THE WALL OR COLUMN

S - DENOTES STORAGE ENCLOSURE

SV - DENOTES SERVICE VEHICLE BAY

TP - DENOTES BOUNDARY TO COLUMN TANGENT POINT

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

COMMON

Surveyor: TASY MORANTIS

Surveyor's Ref: 050515 SP

Subdivision No: 01/2008

Lengths are in metres. Reduction Ratio 1:200

REGISTERED

28.5.2008

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SHEET 5 ADJOINS

SHEET 5 ADJOINS

BASEMENT

TYPICAL KEY

(UNLESS OTHERWISE NOTED)

SP BOUNDARY TO THE CENTRE OF THE FACE OF THE STEEL POST

BOUNDARY ON THE PROLONGATION OF THE FACE OF THE WALL

BOUNDARY ON THE CORNER OF THE WALL

BOUNDARY ON THE PROLONGATION OF THE CENTRELINE OF THE COLUMN OF THE COLUMN FACE

BOUNDARY TO THE CENTRE OF THE COLUMN FACE

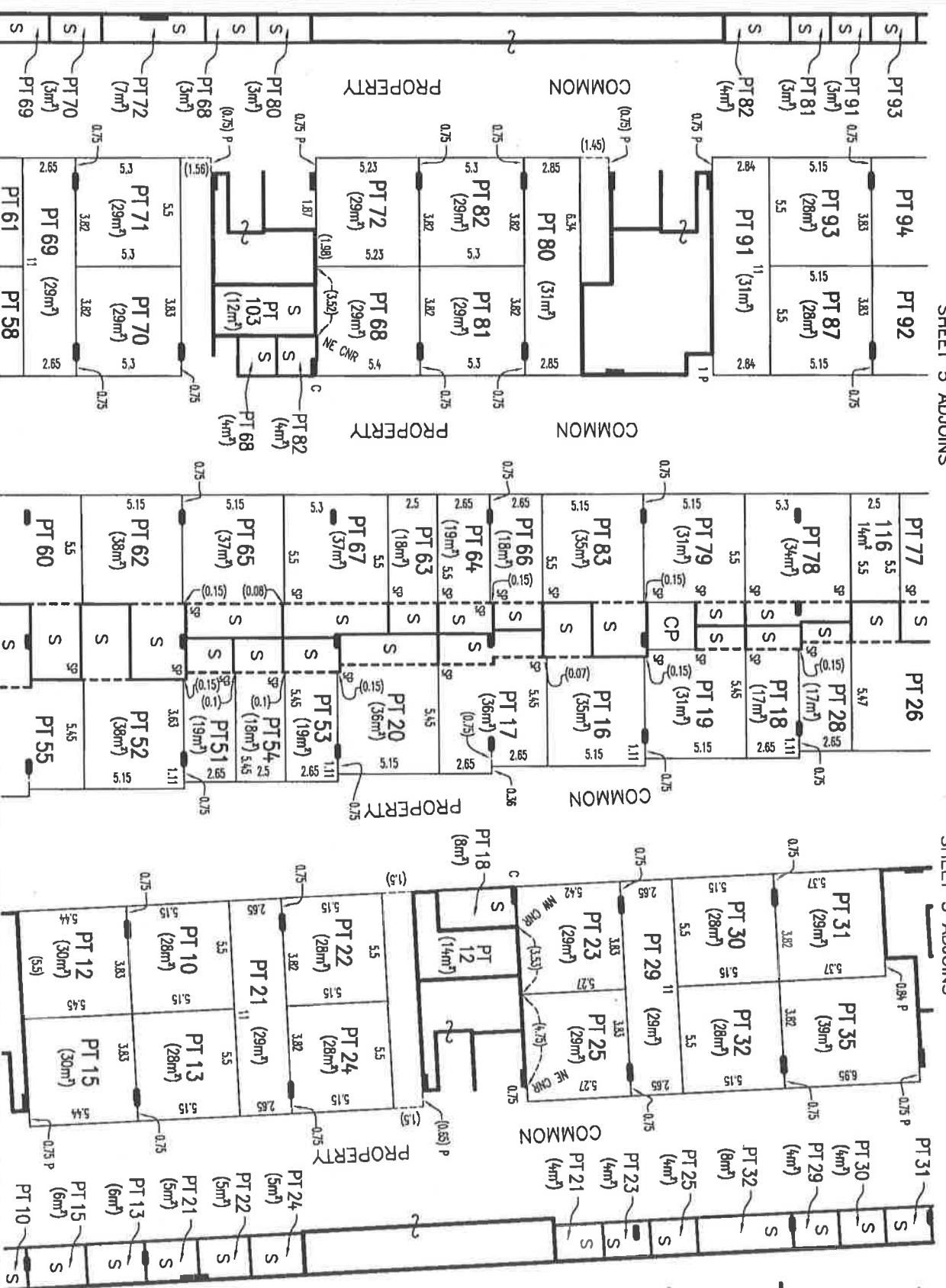
BOUNDARY TO THE COLUMN TANGENT POINT

WALLS SHOWN THUS FORM PART OF THE LOT & ARE NOT COMMON PROPERTY

UNLESS OTHERWISE DEFINED ON THE PLAN, CAR SPACE LINE BOUNDARIES ARE PERPENDICULAR TO EACH OTHER.

THE STRUTUM OF THE STORAGE ENCLOSURES, WHERE NOT COVERED BY A MESH ROOF, IS LIMITED TO 2.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. THE MESH ROOF IS COMMON PROPERTY

THE STRUTUM OF THE CAR SPACES IS LIMITED IN HEIGHT TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT FOR LOT 35 WHICH IS LIMITED TO THE UNDERSIDE OF ITS STRUCTURAL CONCRETE CEILING.



SHEET 3 ADJOINS

Surveyor: TASY MORATIS

REGISTERED

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Surveyor's Ref: 050515 SP


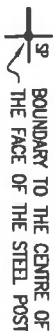
Subdivision No: 01/2008

28.5.2008

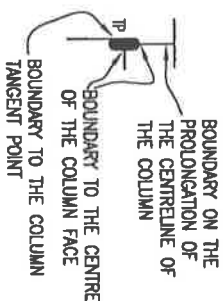
Lengths are in metres. Reduction Ratio 1:200

BASEMENT

TYPICAL KEY
(UNLESS
OTHERWISE NOTED)



BOUNDARY ON THE PROLONGATION
OF THE FACE OF THE WALL
BOUNDARY ON THE CORNER OF THE
WALL



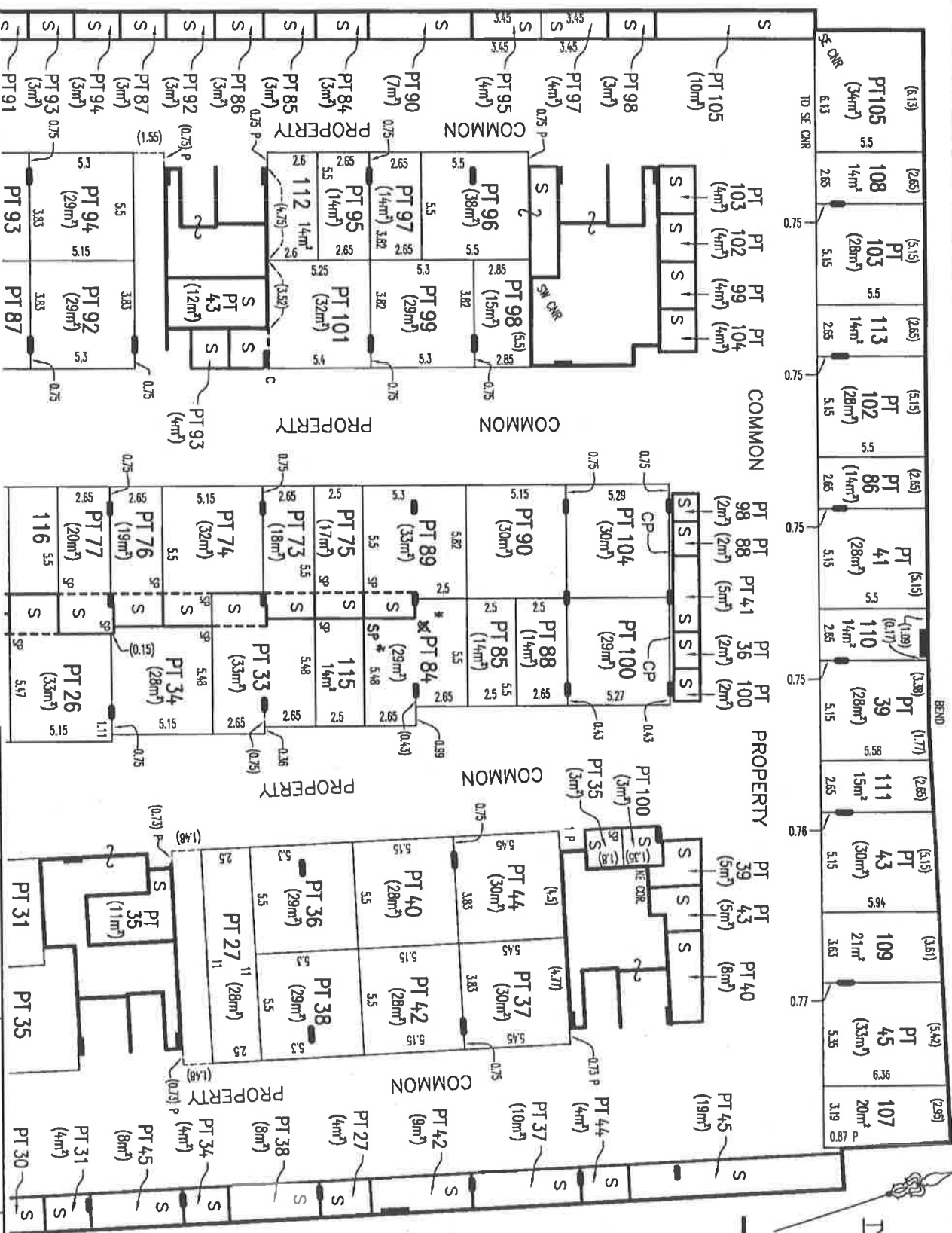
BOUNDARY TO THE CENTRE
OF THE COLUMN FACE
BOUNDARY TO THE COLUMN
TANGENT POINT

- C - DENOTES BOUNDARY TO THE CENTRE OF THE COLUMN FACE
- CP - DENOTES COMMON PROPERTY
- P - DENOTES DIMENSIONED BOUNDARY ON THE PROLONGATION OF THE FACE OF THE WALL OR COLUMN
- S - DENOTES STORAGE ENCLOSURE
- SP - DENOTES DIMENSIONED OR THIN LINE BOUNDARY TO THE CENTRE OF THE FACE OF THE STEEL POST
- TP - DENOTES BOUNDARY TO COLUMN TANGENT POINT

UNLESS OTHERWISE DEFINED ON THE PLAN, CAR SPACE LINE BOUNDARIES ARE PERPENDICULAR TO EACH OTHER.

THE STRUTUM OF THE STORAGE ENCLOSURES, WHERE NOT COVERED BY A MESH ROOF, IS LIMITED TO 2.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. THE MESH ROOF IS COMMON PROPERTY

THE STRATUM OF THE CAR SPACES IS LIMITED IN HEIGHT TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT FOR LOTS 35, 45 & 107 WHICH ARE LIMITED TO THE UNDERSIDE OF THE STRUCTURAL CONCRETE CEILING.



----- WALLS SHOWN THUS FORM
PART OF THE LOT & ARE NOT COMMON
PROPERTY

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

SHEET 4 ADJOINS

Surveyor: TASY MORAITIS

REGISTERED

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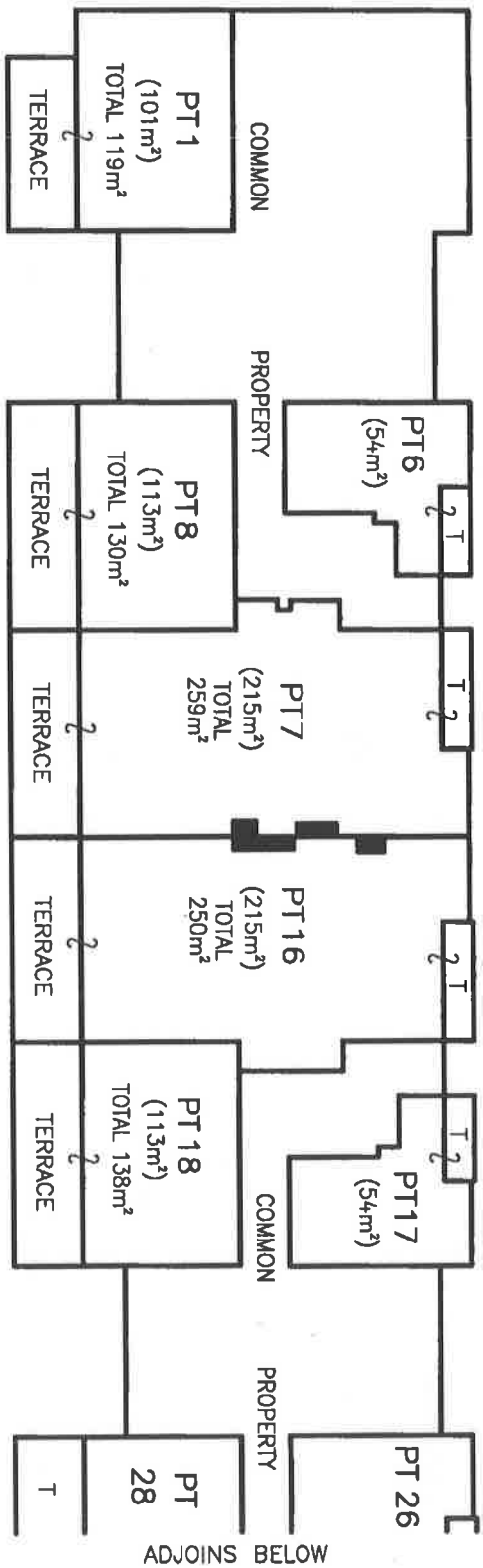
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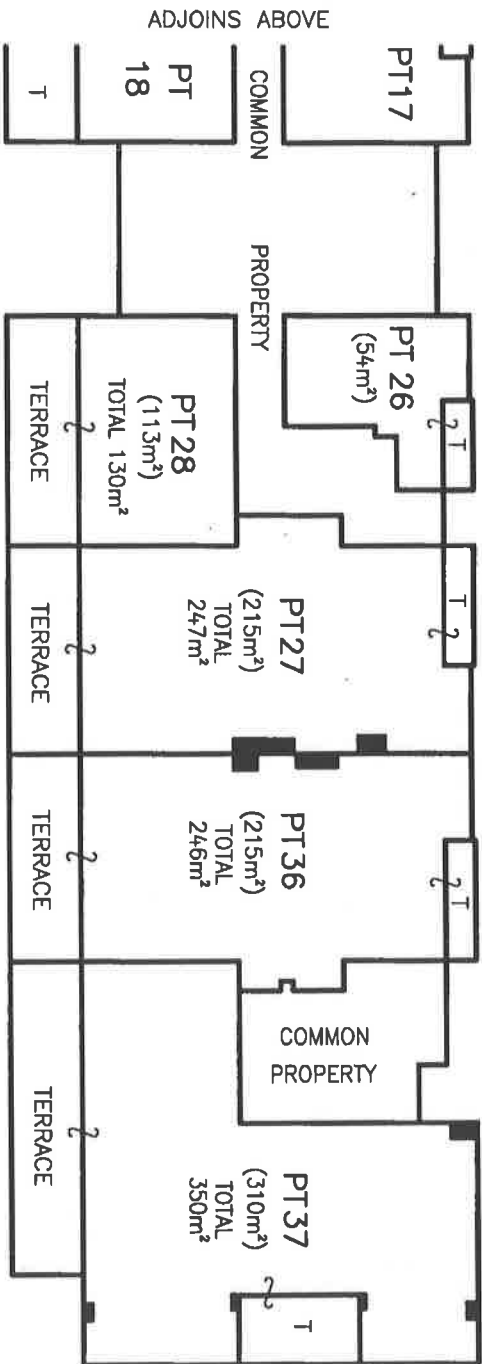
10mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

* AMENDED BY TASY MORAITIS 13/5/08



FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN



LEVEL 1 - WHARF 8

T - DENOTES TERRACE

ALL EXTERNAL SUNSHADING DEVICES
SUCH AS SHUTTERS, LOUVRES &
AWNINGS, INCLUSIVE OF SLIDING
LOUVRES LOCATED WITHIN THE
STRATUM OF THE TERRACES, ARE
COMMON PROPERTY

THE STRATUM OF THE TERRACES,
WHERE NOT COVERED, IS LIMITED TO
2.7 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
TIMBER FLOORS.

THE TIMBER FLOORS OF THE
TERRACES ARE COMMON PROPERTY.

THE AREA ENCLOSED BELOW THE
STAIRS WITHIN LOTS 6, 17 & 26
FORMS PART OF EACH RESPECTIVE
LOT.

Surveyor: TASY MORAITIS

Surveyor's Ref: 050515 SP

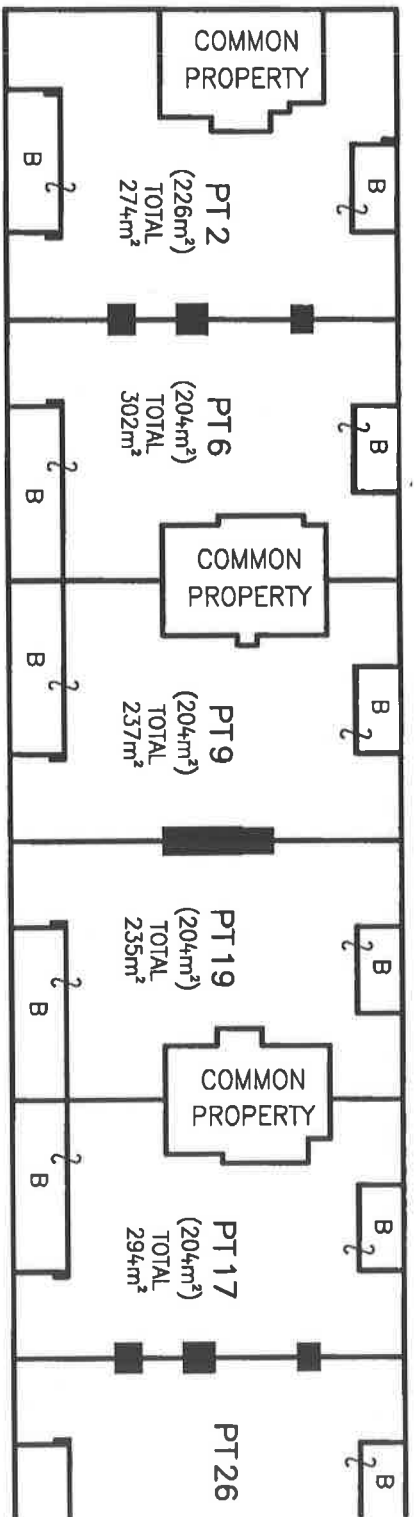
Subdivision No: 01/2008

Lengths are in metres. Reduction Ratio 1:250

REGISTERED

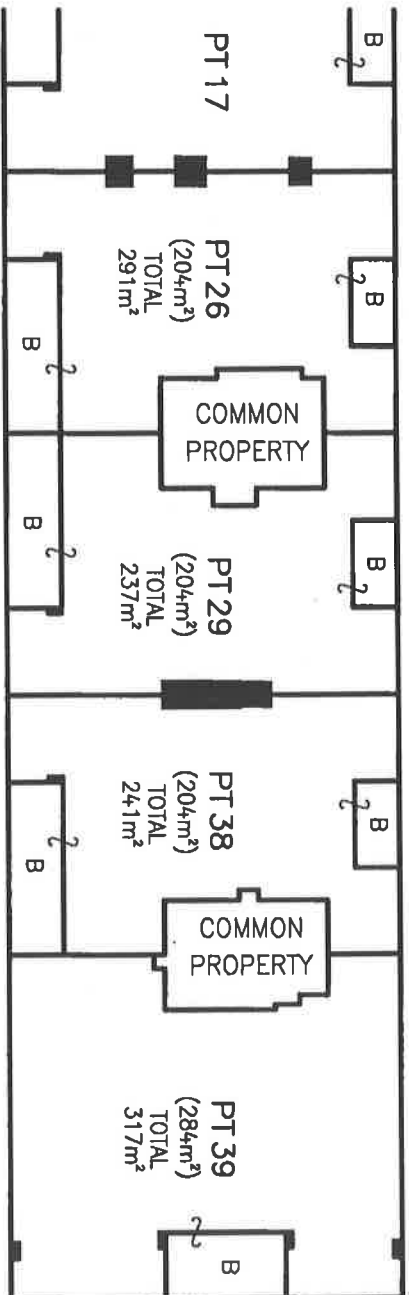
28.5.2008

SP80052



ADJOINS BELOW

ADJOINS ABOVE

**LEVEL 2 - WHARF 8**

B - DENOTES COVERED BALCONY

ALL EXTERNAL SUNSHADING
DEVICES SUCH AS SHUTTERS,
LOUVRES & AWNINGS ARE
COMMON PROPERTY

THE TIMBER FLOORS OF THE
BALCONIES ARE COMMON
PROPERTY.

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: TASY MORATIS

Surveyor's Ref: 050515 SP

Subdivision No: 01/2008

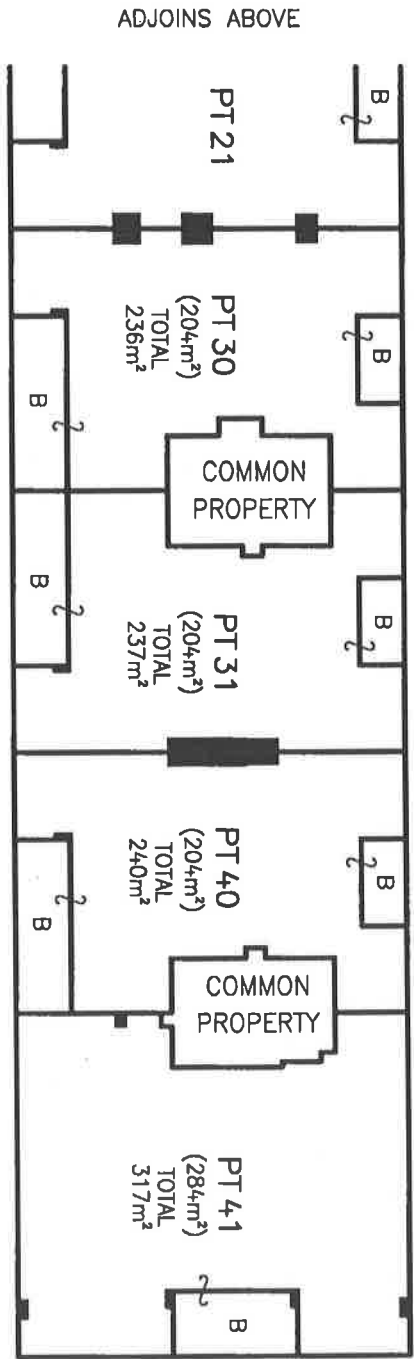
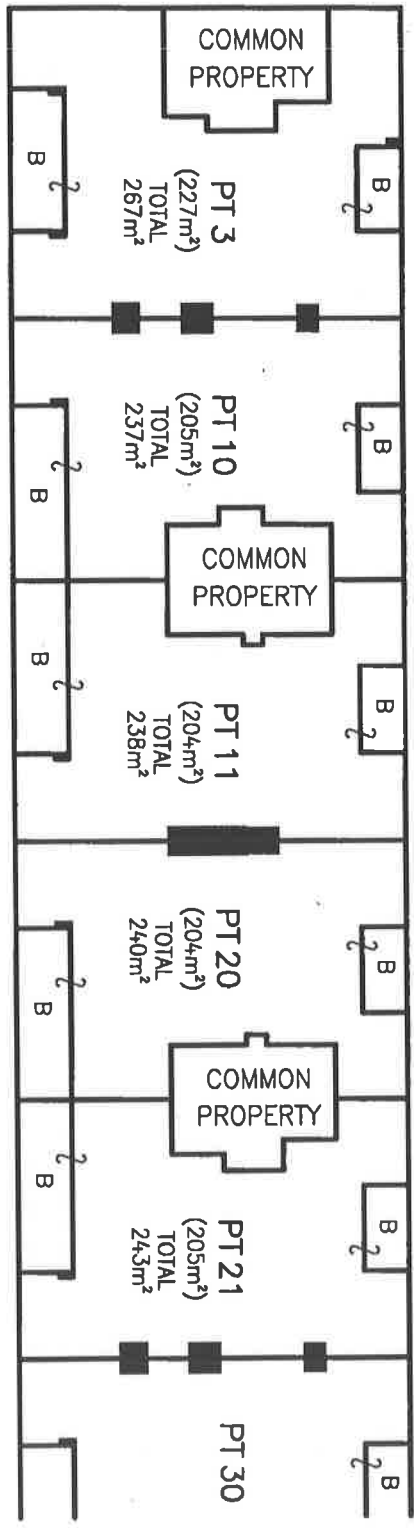
Lengths are in metres. Reduction Ratio 1:250

REGISTERED



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SP80052



LEVEL 3 - WHARF 8

B - DENOTES COVERED BALCONY

ALL EXTERNAL SUNSHADING
DEVICES SUCH AS SHUTTERS,
LOUVRES & AWNINGS ARE
COMMON PROPERTY

THE TIMBER FLOORS OF THE
BALCONIES ARE COMMON
PROPERTY.

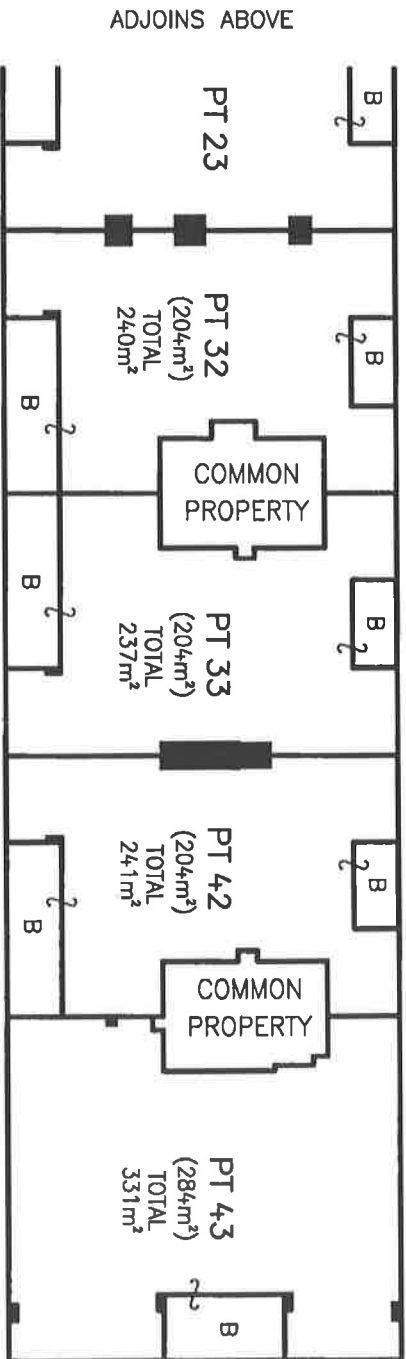
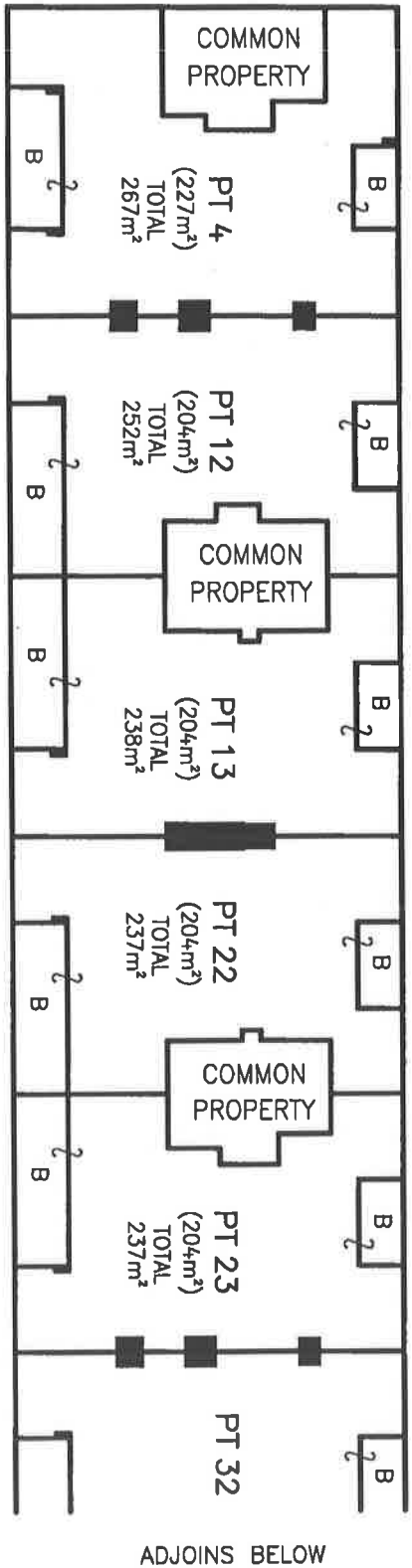
FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: TASY MORAITIS
Surveyor's Ref: 050515 SP
Subdivision No: 01/2008
Lengths are in metres. Reduction Ratio 1:250

REGISTERED
28.5.2008

SP80052



LEVEL 4 - WHARF 8

B - DENOTES COVERED BALCONY

ALL EXTERNAL SUNSHADING
DEVICES SUCH AS SHUTTERS,
LOUVRES & AWNINGS ARE
COMMON PROPERTY

THE TIMBER FLOORS OF THE
BALCONIES ARE COMMON
PROPERTY.

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: TASY MORAITIS

Surveyor's Ref: 050515 SP

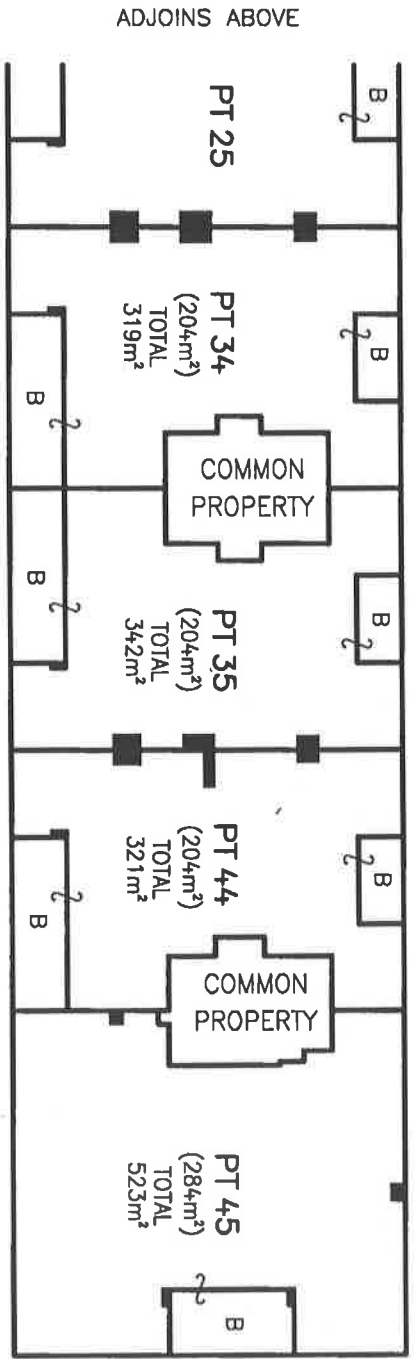
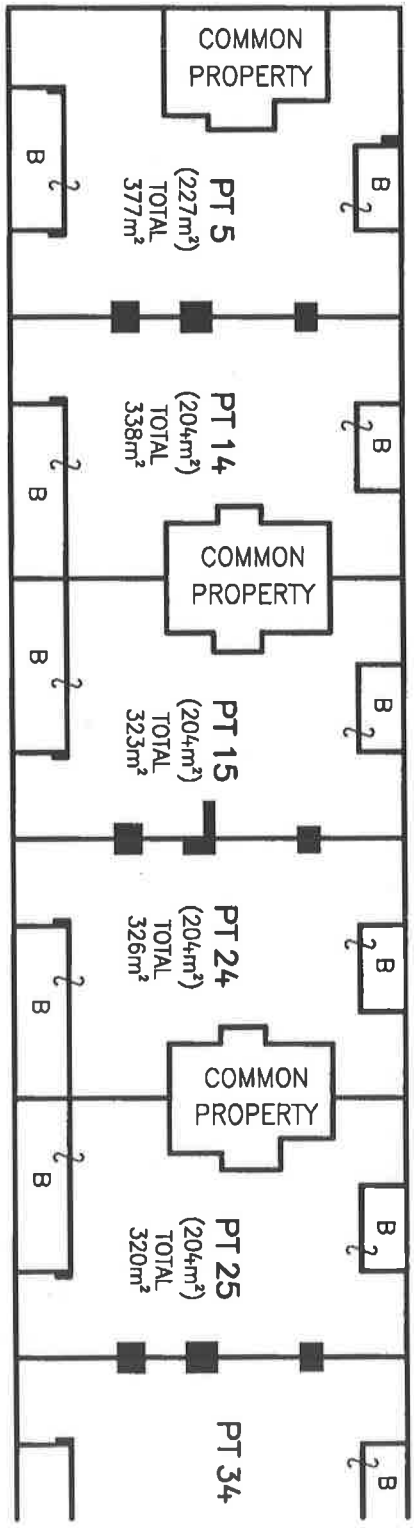
Subdivision No: 01/2008

Lengths are in metres. Reduction Ratio 1:250

REGISTERED

28.5.2008

SP80052



LEVEL 5 - WHARF 8

B - DENOTES COVERED BALCONY

ALL EXTERNAL SUNSHADING
DEVICES SUCH AS SHUTTERS,
LOUVRES & AWNINGS ARE
COMMON PROPERTY

THE TIMBER FLOORS OF THE
BALCONIES ARE COMMON
PROPERTY.

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

Surveyor: TASY MORATIS
Surveyor's Ref: 050515 SP
Subdivision No: 01/2008
Lengths are in metres. Reduction Ratio 1:250



REGISTERED
28.5.2008

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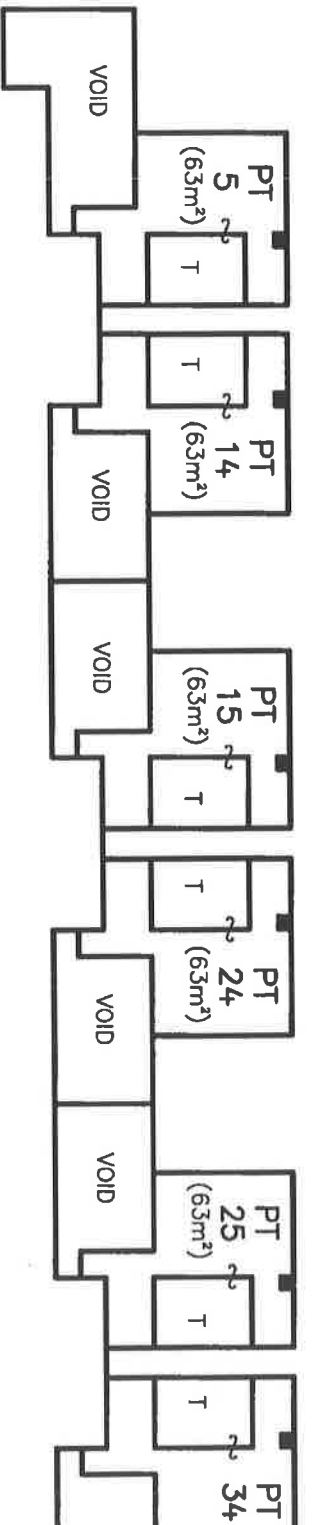


THE TIMBER FLOOR OF THE
BALCONY IS COMMON PROPERTY.

ALL EXTERNAL
SUNSHADING DEVICES
SUCH AS SHUTTERS,
LOUVERES & AWNINGS
ARE COMMON
PROPERTY

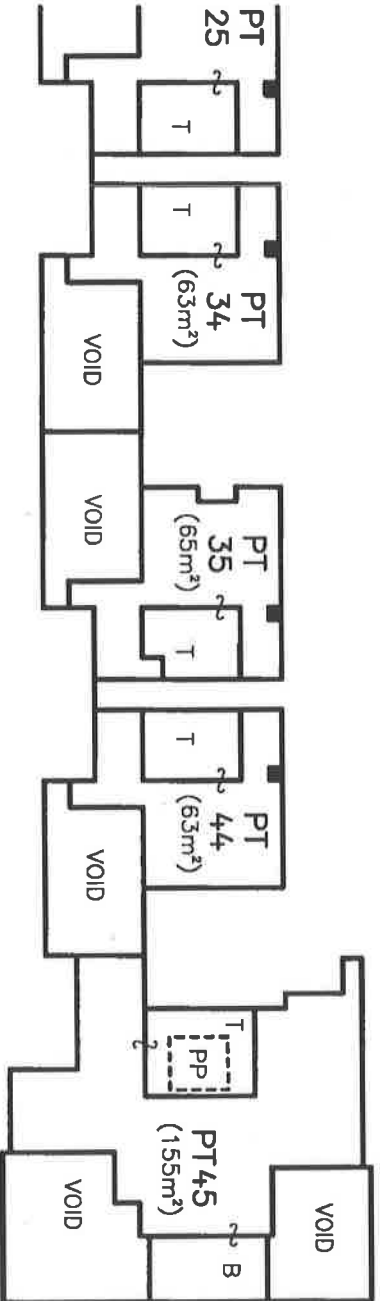
FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE
SHOWN

B - DENOTES BALCONY
CP - DENOTES COMMON
PROPERTY
PP - DENOTES PLUNGE POOL
T - DENOTES TERRACE
VOID - DENOTES VOID TO
LEVEL 5



ADJOINS BELOW

ADJOINS ABOVE



THE STRATUM OF THE LOT 45 TERRACE IS LIMITED TO BETWEEN THE UPPER SURFACE OF ITS MEMBRANE COATED CONCRETE FLOOR AND WHERE NOT COVERED BY COMMON PROPERTY STRUCTURE, 5.6 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT. THE PLUNGE POOL AND ALL ASSOCIATED APPARATUS FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY. STAIRS WITHIN THE STRATUM OF THE LOT 45 TERRACE FORM PART OF THAT LOT AND ARE NOT COMMON PROPERTY.

WITH THE EXCEPTION OF THE LOT 45 TERRACE, THE STRATUM OF THE BALCONY & TERRACES, WHERE NOT COVERED, IS LIMITED TO 5.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. THE BALCONY FLOOR IS TIMBER. THE TERRACE FLOORS ARE PAVED.

----- LINES SHOWN THUS DENOTE WALLS
WHICH FORM PART OF THE LOT AND ARE NOT
COMMON PROPERTY

LEVEL 5 MEZZANINE - WHARF 8

Surveyor: TASY MORATTS

Surveyor's Ref: 050515 SP

Subdivision No: 01/201

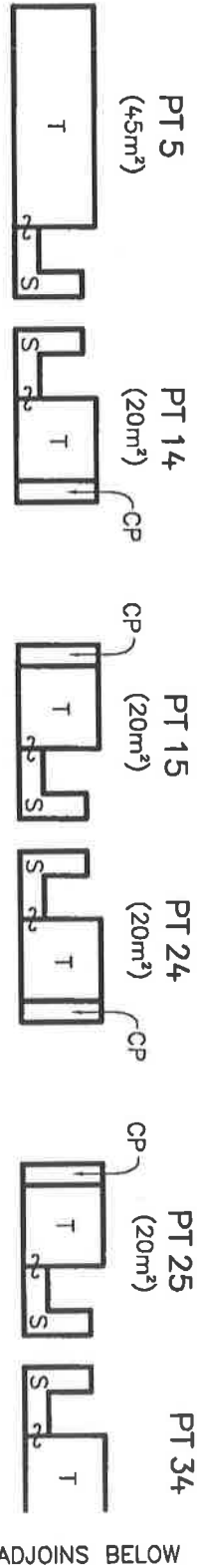
Lengths are in metres. Reduction Ratio 1:250

REGISTERED

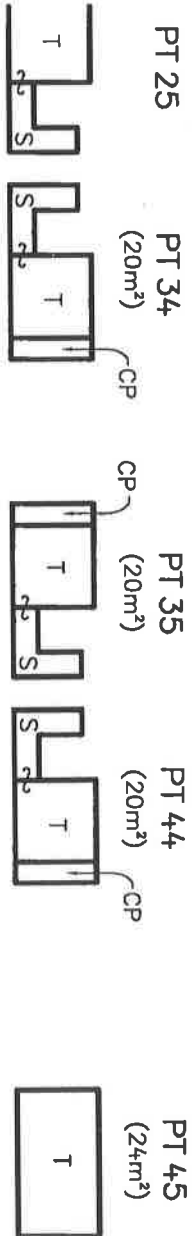
28.5.2008

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M.G.A. NORTH



ADJOINS ABOVE



THE STRUTUM OF THE TERRACES
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE TIMBER FLOORS.

THE STRUTUM OF THE STAIRS,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THE TIMBER FLOOR
OF THE ADJOINING TERRACE, AND
LIMITED IN DEPTH TO THE UPPER SURFACE
OF EACH RESPECTIVE TREAD.
THE TIMBER FLOORS OF THE
TERRACES & STAIRS ARE
COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE
SHOWN

CP - DENOTES COMMON PROPERTY
S - DENOTES STAIRS
T - DENOTES TERRACE

LEVEL 5 ROOF DECKS - WHARF 8

Surveyor: TASY MORAITIS

Surveyor's Ref: 050515 SP

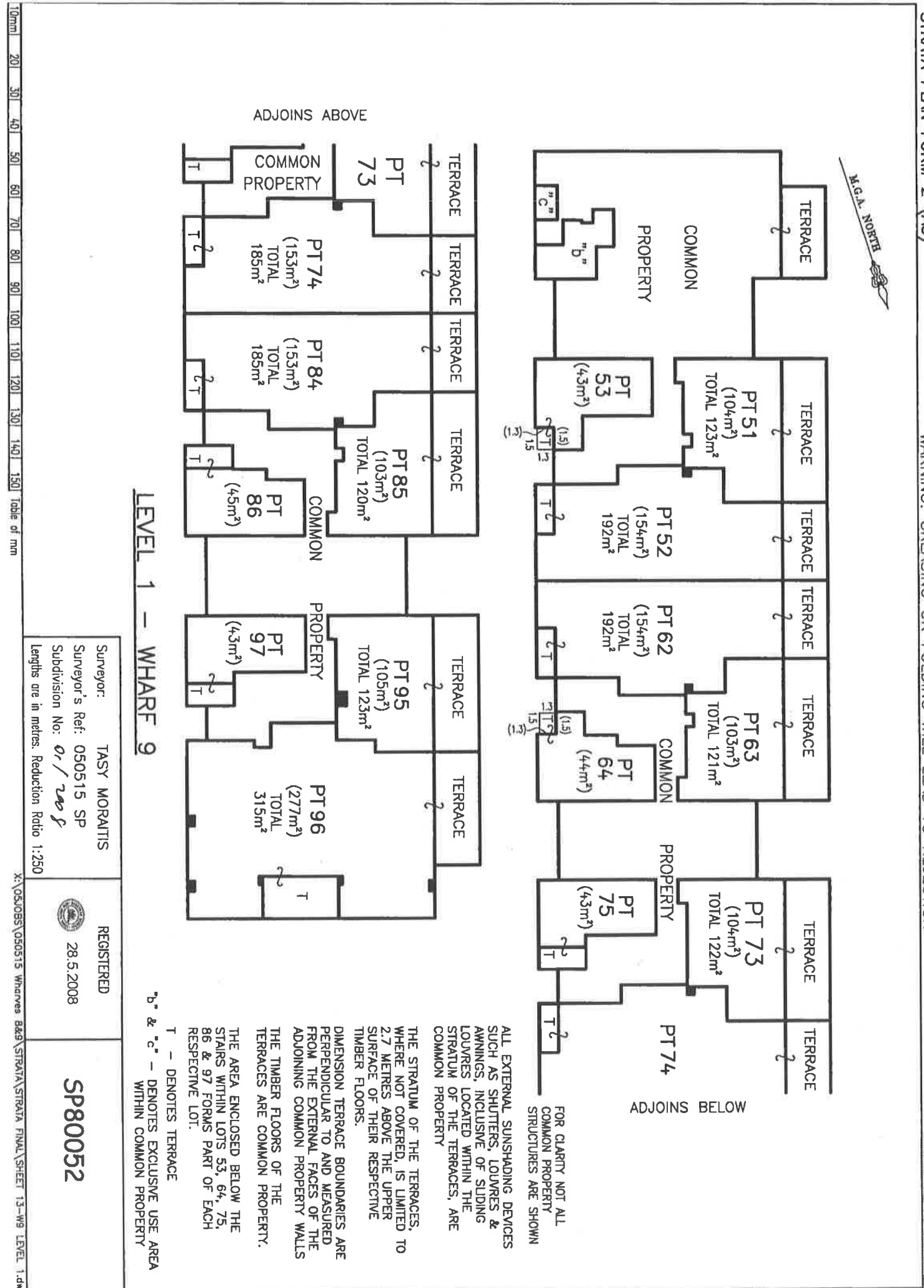
Subdivision No: 01/2008

Lengths are in metres. Reduction Ratio 1:250

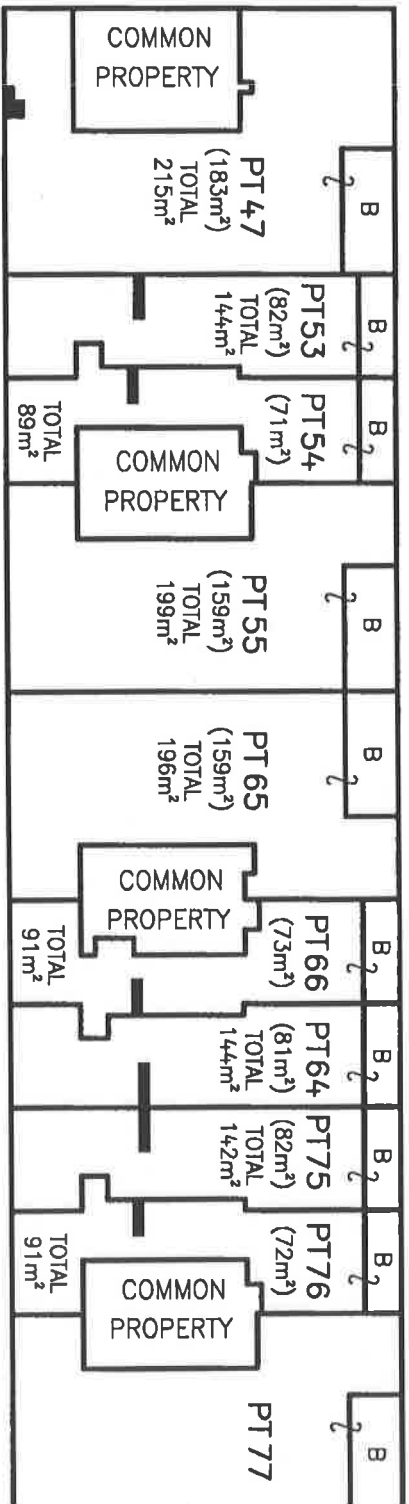
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28.5.2008

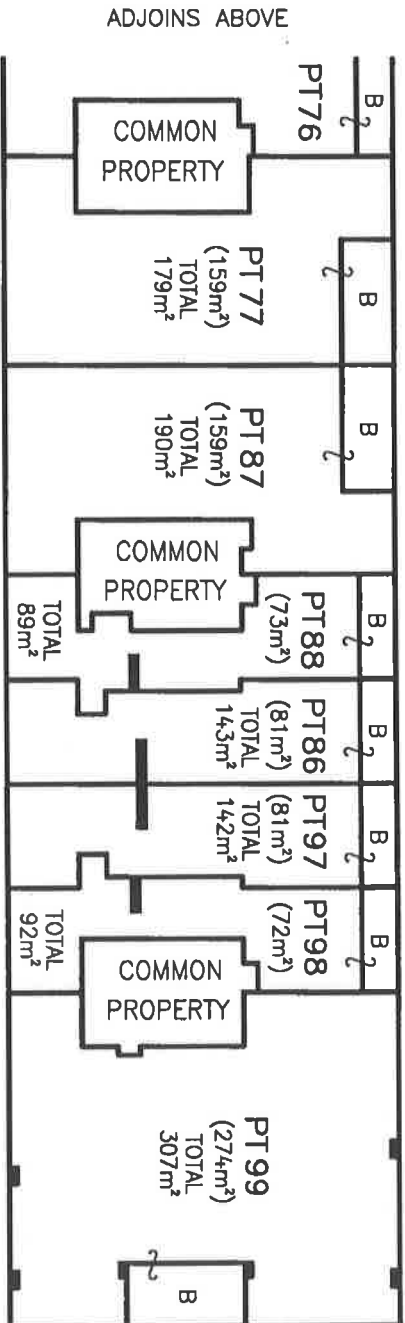
SP80052



M.G.A. NORETT



ADJOINS BELOW



ALL EXTERNAL SUNSHADING
DEVICES SUCH AS SHUTTERS,
LOUVRES & AWNINGS ARE
COMMON PROPERTY

THE TIMBER FLOORS OF THE
BALCONIES ARE COMMON
PROPERTY.

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

B - DENOTES COVERED BALCONY

LEVEL 2 - WHARF 9

Surveyor: TASY MORAITIS

REGISTERED

Surveyor's Ref: 050515 SP

Subdivision No: 01/2008



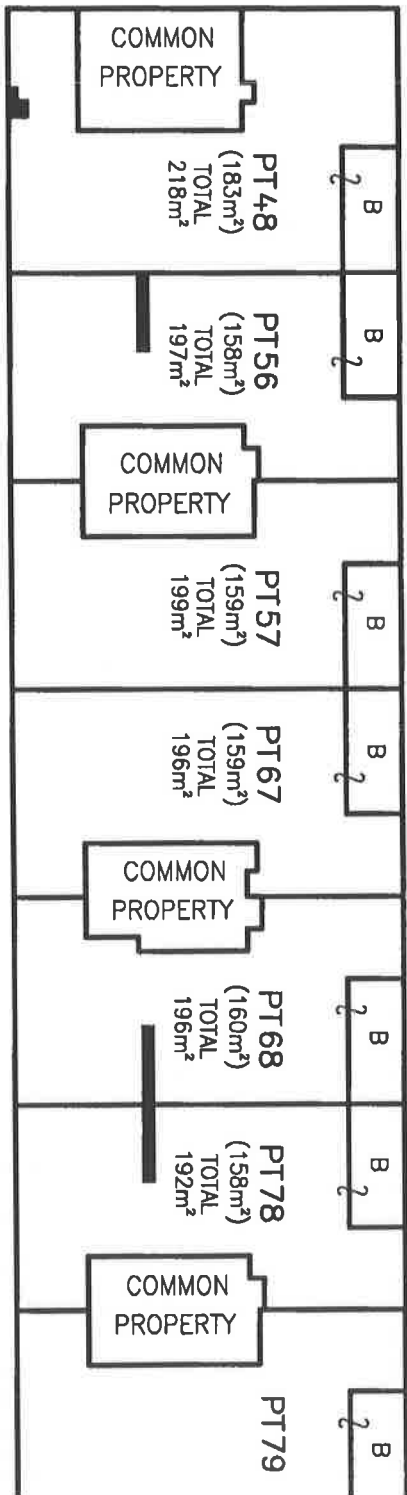
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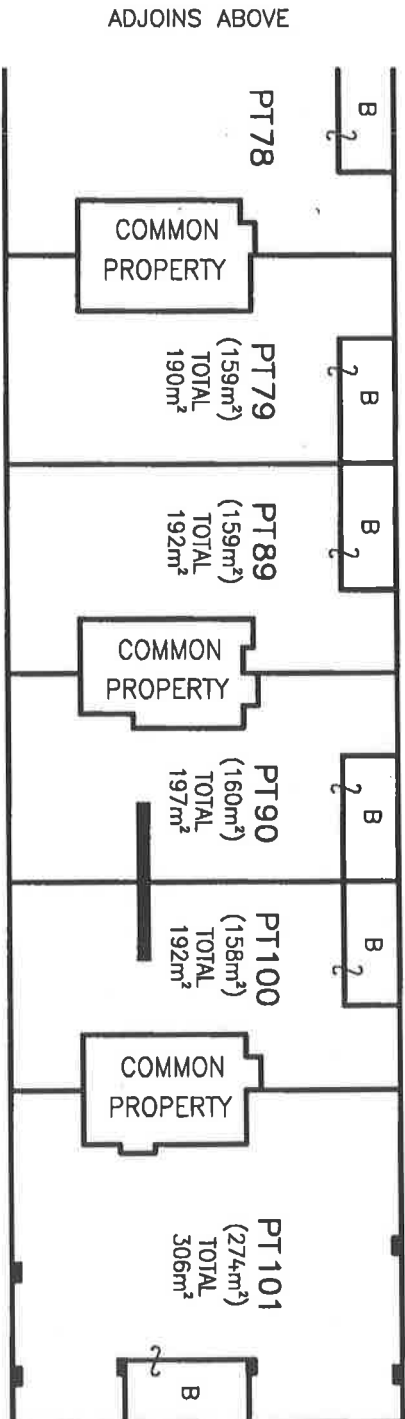
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X:\051005\050515 Wharves B&B\STRATA\STRATA FINAL\SHEET 14-W9 LEVEL 2.dwg

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm



ADJOINS BELOW



ADJOINS ABOVE

LEVEL 3 - WHARF 9

B - DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

ALL EXTERNAL SUNSHADING DEVICES SUCH AS SHUTTERS, LOUVRES & AWNINGS ARE COMMON PROPERTY

THE TIMBER FLOORS OF THE BALCONIES ARE COMMON PROPERTY.

Surveyor: TASY MORATIS

REGISTERED

Surveyor's Ref: 050515 SP

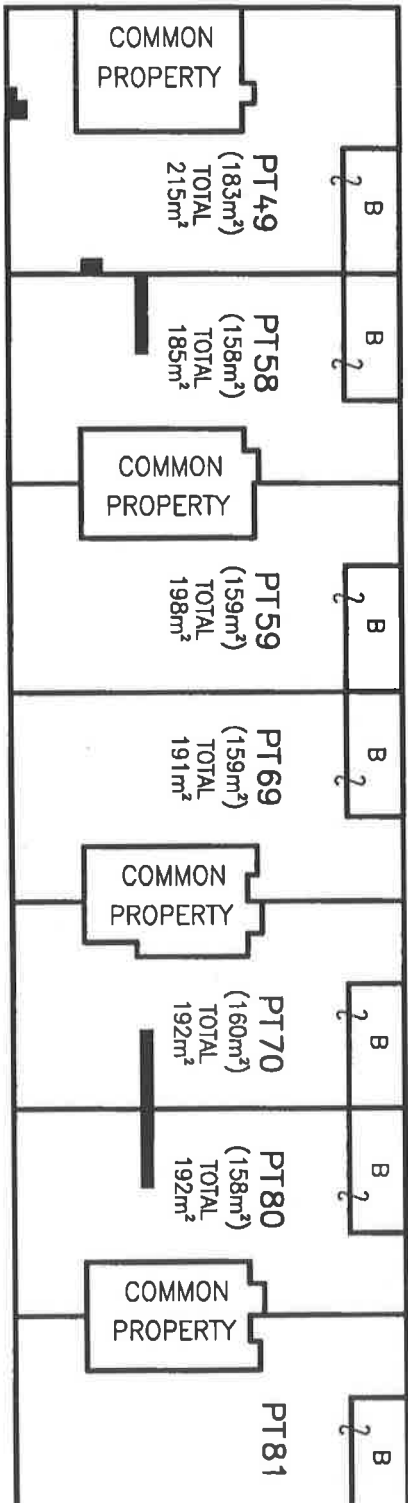


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Subdivision No: 01/208

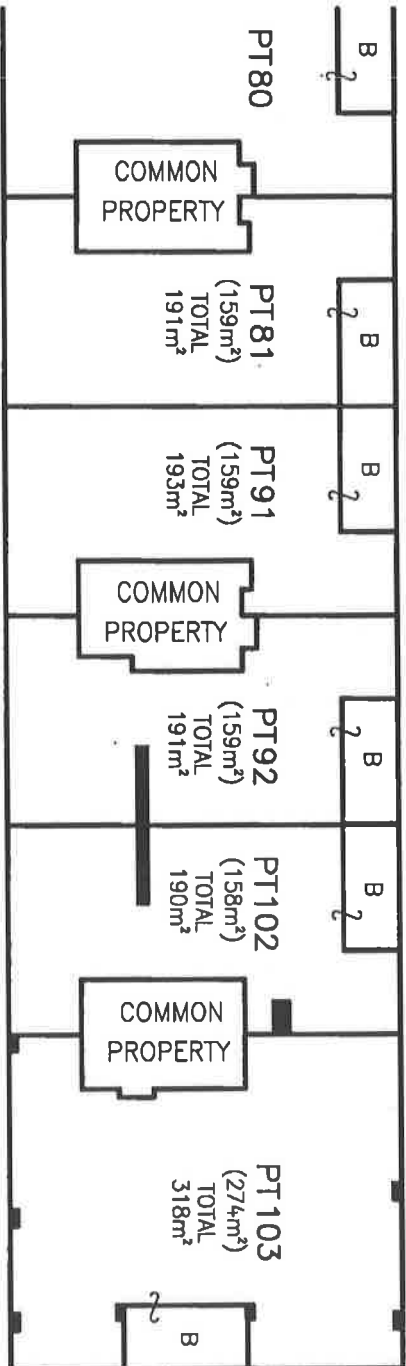
SP80052

Lengths are in metres. Reduction Ratio 1:250



ADJOINS BELOW

ADJOINS ABOVE



ALL EXTERNAL SUNSHADING
DEVICES SUCH AS SHUTTERS,
LOUVERES & AWNINGS ARE
COMMON PROPERTY

THE TIMBER FLOORS OF THE
BALCONIES ARE COMMON
PROPERTY.

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

B - DENOTES COVERED BALCONY

LEVEL 4 - WHARF 9

Surveyor: TASY MORATIS

REGISTERED



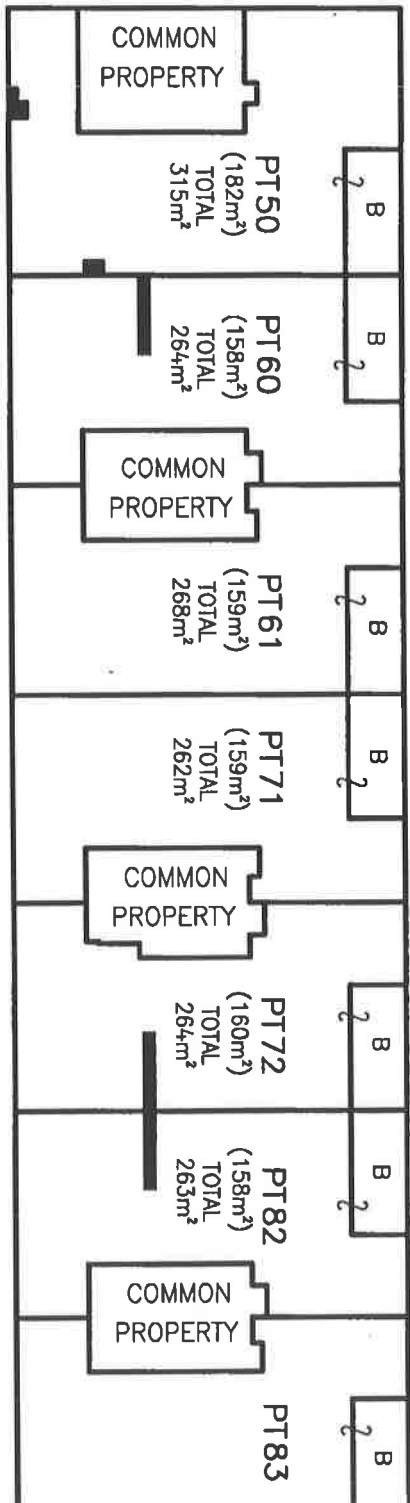
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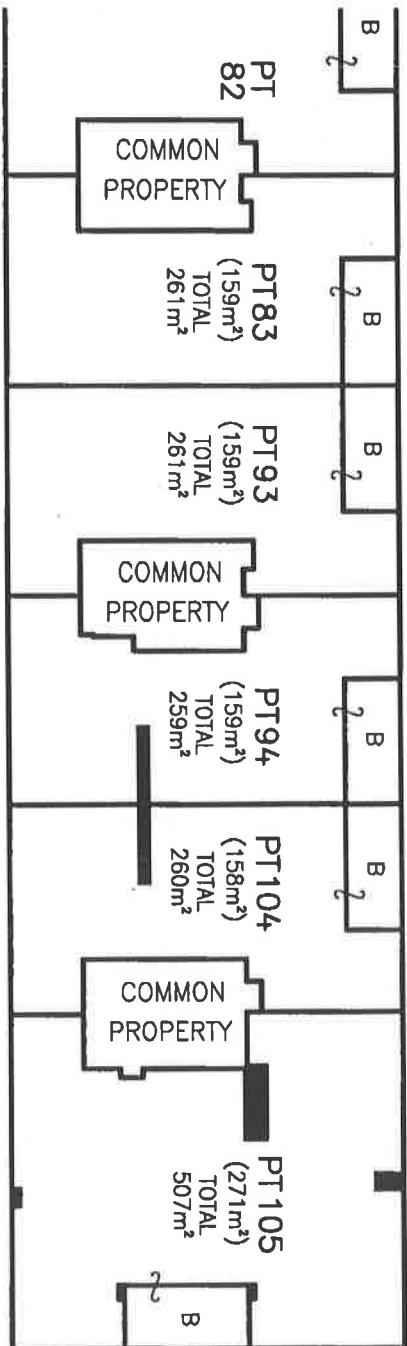
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Lengths are in metres. Reduction Ratio 1:250



ADJOINS BELOW

ADJOINS ABOVE



LEVEL 5 - WHARF 9

B - DENOTES COVERED BALCONY

ALL EXTERNAL SUNSHADING
DEVICES SUCH AS SHUTTERS,
LOUVRES & AWNINGS ARE
COMMON PROPERTY

THE TIMBER FLOORS OF THE
BALCONIES ARE COMMON
PROPERTY.

FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN

Surveyor: TASY MORATIS

REGISTERED

Surveyor's Ref: 050515 SP



28.5.2008

Subdivision No: 050515

SP80052

Lengths are in metres. Reduction Ratio 1:250

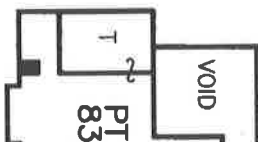
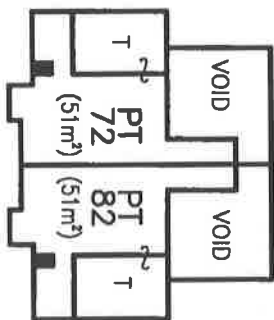
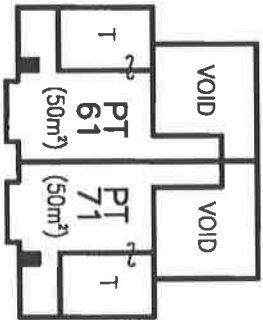
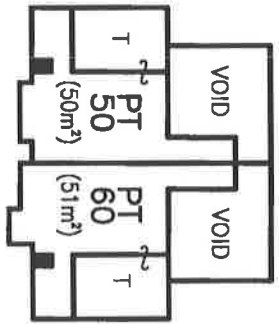


THE TIMBER FLOOR OF THE
BALCONY IS COMMON PROPERTY.

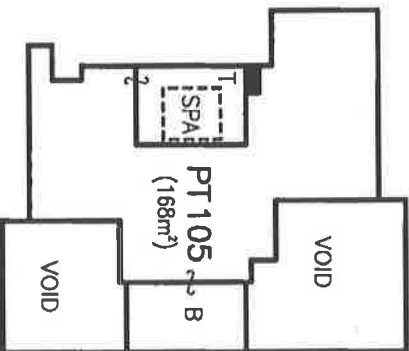
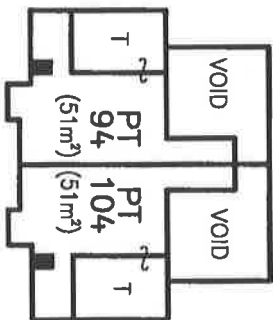
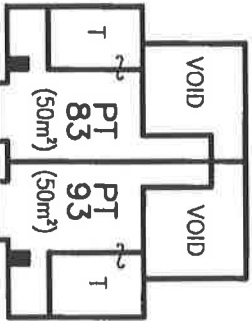
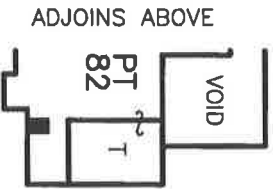
ALL EXTERNAL
SUNSHADING DEVICES
SUCH AS SHUTTERS,
LOUVRES & AWNINGS
ARE COMMON
PROPERTY

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE
SHOWN

B - DENOTES BALCONY
CP - DENOTES COMMON
PROPERTY
T - DENOTES TERRACE
VOID - DENOTES VOID TO
LEVEL 5



ADJOINS BELOW



THE STRATUM OF THE LOT 105 TERRACE IS
LIMITED TO BETWEEN THE UPPER SURFACE OF
ITS MEMBRANE COATED CONCRETE FLOOR AND
WHERE NOT COVERED BY COMMON PROPERTY
STRUCTURE, 5.6 METRES ABOVE THE UPPER
SURFACE OF THE FLOOR OF THE ADJOINING UNIT.
THE SPA UNIT IS THE BALCONY AND ALL ASSOCIATED
APPARATUS FORM PART OF THE LOT AND ARE
NOT COMMON PROPERTY. STAIRS WITHIN THE
STRATUM OF THE TERRACE FORM PART
OF LOT 105

* OF THE BALCONY AND ARE NOT COMMON PROPERTY.
* OF LOT 105

WITH THE EXCEPTION OF THE LOT 105
TERRACE, THE STRATUM OF THE BALCONY &
TERRACES, WHERE NOT COVERED, IS LIMITED TO
5.6 METRES ABOVE THE UPPER SURFACE OF
THEIR RESPECTIVE FLOORS. THE BALCONY
FLOOR IS TIMBER. THE TERRACE FLOORS ARE
PAVED

----- LINES SHOWN THUS DENOTE WALLS
WHICH FORM PART OF THE LOT AND ARE NOT
COMMON PROPERTY

LEVEL 5 MEZZANINE - WHARF 9

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: TASY MORAITIS

Surveyor's Ref: 050515 SP

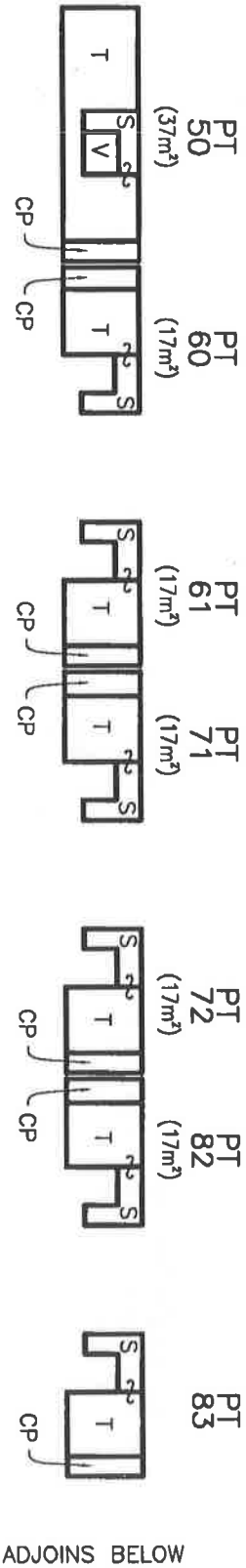
Subdivision No: 05/2008

Lengths are in metres. Reduction Ratio 1:250

REGISTERED

28.5.2008

SP80052



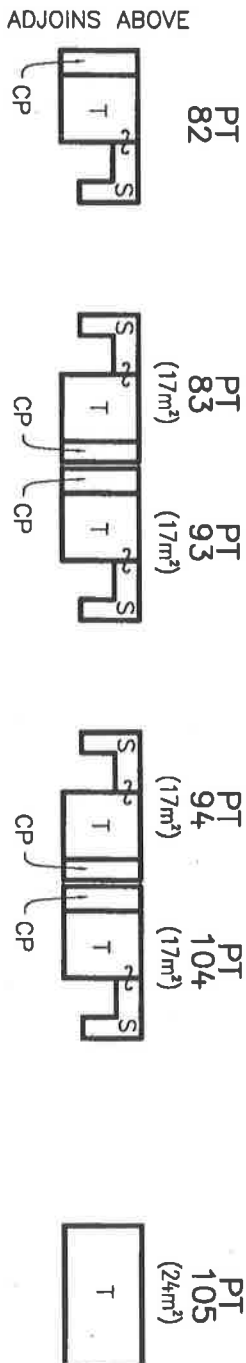
THE STRATUM OF THE TERRACES IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TIMBER FLOORS.

THE STRATUM OF THE STAIRS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE TIMBER FLOOR OF THE ADJOINING TERRACE, AND * LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF EACH RESPECTIVE TERRACE.

THE TIMBER FLOORS OF THE TERRACES & STAIRS ARE THE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP - DENOTES COMMON PROPERTY
S - DENOTES STAIRS
T - DENOTES TERRACE
V - DENOTES VOID TO LEVEL 5 MEZZANINE



LEVEL 5 ROOF DECKS - WHARF 9

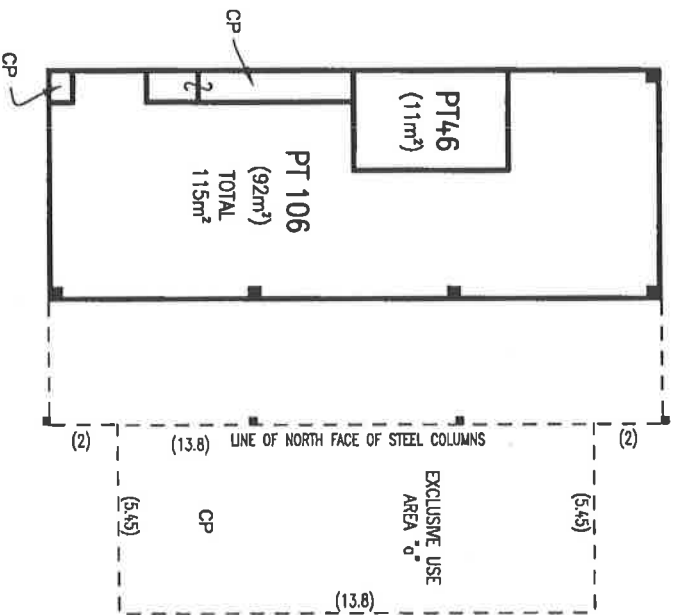
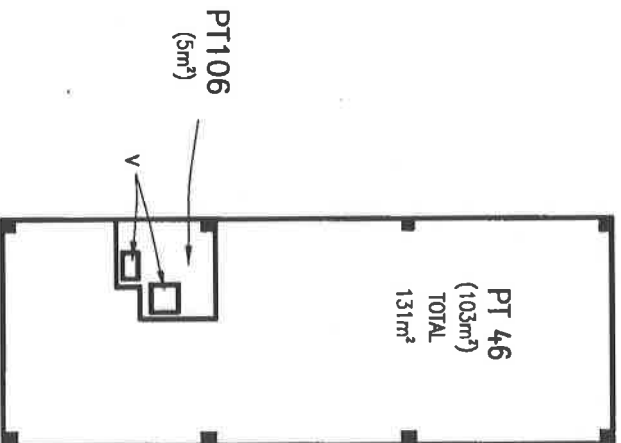
Surveyor: TASY MORAITIS
Surveyor's Ref: 050515 SP
Subdivision No: 01/2008
Lengths are in metres. Reduction Ratio 1:250

REGISTERED
28.5.2008

SP80052

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\051005\050515 Wharves 848\STRATA\STRATA FINAL\SHEET 19-W9 LEVEL 5R.dwg

LEVEL 1LEVEL 2

ALL EXTERNAL SUNSHADING DEVICES SUCH AS SHUTTERS, LOUVRES & AWNINGS ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

THE STRATUM OF THE EXCLUSIVE USE AREA "v" IS LIMITED TO 4 METRES ABOVE THE UPPER SURFACE OF THE TIMBER BOARDWALK

NOTE:
AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (LEASEHOLD DEVELOPMENT) ACT 1986 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

CP - DENOTES COMMON PROPERTY
v - DENOTES VOID TO LEVEL 1

CAFE BERTHING BUILDING

THE STRATUM OF LOTS 46 & 106 IS LIMITED TO THE UPPER SURFACE OF THEIR RESPECTIVE STRUCTURAL CONCRETE FLOORS, THE UNDERSIDES OF THEIR RESPECTIVE STRUCTURAL CONCRETE CEILINGS OR STEEL FRAMED ROOF & THE INTERNAL SURFACES OF THEIR RESPECTIVE GLASS & STRUCTURAL ENCLOSING WALLS. ALL FINISHES ADDED TO THESE SURFACES FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY. SERVICES PASSING THROUGH LOTS & WHICH DO NOT SERVE THAT LOT ARE COMMON PROPERTY.

Surveyor: TASY MORAITIS

Surveyor's Ref: 050515 SP

Subdivision No: 01/2008

Lengths are in metres. Reduction Ratio 1:150

REGISTERED

28.5.2008

SP80052

STRATA PLAN FORM 3 (Part 1) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

* OFFICE USE ONLY

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

THE OWNERS
STRATA PLAN No. 80052
SYDNEY WHARF
No.54-56 PIRRAMA ROAD
PYRMONT 2009



SP80052 S

Registered: 28.5.2008

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 89 IN D.P.1121561

~~*(insert type being adopted) Model by laws adopted for this scheme~~

~~*Keeping of animals: Option A/B/C~~

~~*Schedule of By-laws in 50 sheets filed with plan~~

~~*No By-laws apply~~

* strike out whichever is inapplicable

Strata Certificate

* Name of Council/ Accredited Certifier DENNY LINKER
being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* strata plan/ ~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* ~~The strata plan/strata plan of subdivision is part of a development scheme.~~
The * council/ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the encroachment of the building beyond the alignment of

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s).....
.....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 24 APRIL 2008

Subdivision No. 01/2008

Accreditation No. BPB 0232

Relevant Development Consent No. 2007/1851

Issued by CITY OF SYDNEY

Authorized Person/General Manager/Accredited Certifier

* Complete or delete if applicable.

LGA: CITY OF SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

Surveyor's Certificate

TASY MORAITIS

of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010
a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of

~~*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973~~

*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986

has been met;

(2) ~~(a) the building encroaches on a public place;~~

~~*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~

~~*has been created by registered +~~
~~is to be created under section 88B of the Conveyancing Act 1919~~

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature: Tasy Moraitis

Date: 22/04/2008

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYORS REFERENCE: 050515 SP

Use STRATA PLAN FORM 3A for additional certificates,
signatures and seals

STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 89 IN D.P.1121561

SP80052

Registered:  28.5.2008

Strata Certificate Details: Subdivision No:

01/2008

Date:

24 APRIL 2008

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

Lot No.	U.E.	Lot No.	U.E.	Lot No.	U.E.	Lot No.	U.E.	Lot No.	U.E.	Lot No.	U.E.
1	413	21	1,020	41	2,088	61	1,063	81	739	101	1,958
2	1,028	22	1,042	42	1,065	62	544	82	1,080	102	756
3	1,055	23	1,048	43	2,126	63	350	83	1,085	103	1,995
4	1,083	24	1,392	44	1,415	64	544	84	562	104	1,102
5	1,111	25	1,398	45	2,557	65	655	85	361	105	2,423
6	1,121	26	1,158	46	279	66	333	86	562	106	279
7	804	27	841	47	860	67	696	87	672	107	27
8	413	28	432	48	897	68	702	88	341	108	27
9	987	29	1,003	49	935	69	722	89	719	109	27
10	1,003	30	1,026	50	972	70	728	90	724	110	27
11	1,009	31	1,031	51	339	71	1,069	91	745	111	27
12	1,031	32	1,054	52	544	72	1,074	92	750	112	27
13	1,037	33	1,059	53	525	73	356	93	1,091	113	27
14	1,381	34	1,404	54	330	74	562	94	1,096	114	27
15	1,387	35	1,409	55	655	75	544	95	367	115	27
16	823	36	860	56	685	76	337	96	1,772	116	27
17	1,139	37	1,902	57	691	77	672	97	562		
18	432	38	1,009	58	711	78	707	98	345	Aggregate 100,000	
19	992	39	2,051	59	717	79	713	99	1,921		
20	1,015	40	1,037	60	1,057	80	734	100	730		

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 6(4) OF THE STRATA SCHEMES (LEASEHOLD DEVELOPMENT) ACT 1986 IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE
2. RESTRICTION ON USE
3. RESTRICTION ON USE
4. RESTRICTION ON USE
5. RESTRICTION ON USE

SURVEYORS REFERENCE: 050515 SP

* OFFICE USE ONLY

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 89 IN D.P.1121561

SP80052

Registered:  28.5.2008

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No:

01/2008

Date:

24 APRIL 2008

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed in my presence as an attorney for Sydney Harbour Foreshore Authority under Power of Attorney Book 4542 No 61 in the presence of:

Signature of witness: 

Name of witness: KIRSTY MARTIN

Address of witness: LVL 6, 66 HARRINGTONS THE ROCKS NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person named below who signed pursuant to the power of attorney specified

Signature of attorney: 

Signing on behalf of: Sydney Harbour Foreshore Authority

Name of Attorney: John Mitchell

Power of Attorney: Book 4542 No. 61

SURVEYORS REFERENCE: 050515 SP



LAND
REGISTRY
SERVICES



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:43

Order No. 64919598

Certificate No: 99321617

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - 88B 80052

Available: Y

Size (KB): 74

Number of Pages: 3

Scan Date and Time: 02/06/2008 22:01

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Instrument setting out terms of Easements or Profits a Prendre Intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

(Sheet 1 of 3 Sheets)



SP80052 B

Plan of Subdivision of Lot 89 in DP DP1121561
 covered by Strata Certificate No 1 | 2008
 dated 24 April 2008

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

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

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on use	1 – 45 and 47 – 105 and common property	City of Sydney
2	Restriction on use	1 – 106	City of Sydney
3	Restriction on use	107 – 116	City of Sydney
4	Restriction on use	Common property .	City of Sydney
5	Restriction on use	5, 14, 15, 24, 25, 34, 35, 44, 45, 50, 60, 61, 71, 72, 82, 83, 93, 94, 104 and 105	City of Sydney

J. McMahon
 Council Authorised Person

Mitchell *HBM*
 4701606v4Wharves 8&9 Subdivision)

SP80052

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

(Sheet 2 of 3 Sheets)

Plan: SP80052

Plan of Subdivision of Lot 89 in DP DP1121561
covered by Strata Certificate No 1/2008
dated 24 April 2008

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

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

Part 2 (Terms)

1. Terms of Restriction on use numbered 1 in the plan.

The residential apartments and any other form of residential accommodation within or forming part of the lot burdened shall be used and occupied for the sole purpose of permanent residential accommodation, and shall be restricted to use as "residential development" as defined in the Sydney Local Environmental Plan 2005.

2. Terms of Restriction on use numbered 2 in the plan.

The car parking and storage spaces that form part of the lot burdened must not be used by anyone other than an occupant, tenant or resident of the building.

3. Terms of Restriction on use numbered 3 in the plan.

The burdened lots must not be used by anyone other than an owner or leaseholder of a vessel berth within Lot 90 in DP1121561 with no more than one lot allocated to any individual berth.

4. Terms of Restriction on use numbered 4 in the plan.

No part of the common property, apart from the service vehicle bays which are to be used only for service or loading purposes or as a wash bay where appropriate drainage facilities are provided, or the visitor car spaces which are to be used only by visitors to the building, is to be used for the parking or storage of vehicles or boats.

5. Terms of Restriction on use numbered 5 in the plan.

The Grantor or leaseholder of the burdened lot must not install, or have installed, on the burdened lot furniture, shade devices or other devices that protrude above the rooftop ridge line.

Name of authority empowered to release, vary or modify restrictions 1 - 5 in the plan: City of Sydney.


Council Authorised Person





SP80052

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

(Sheet 3 of 3 Sheets)

Plan: **SP80052**

Plan of Subdivision of Lot 89 in DP DP1121561
covered by Strata Certificate No 1/2008
dated 24 April 2008

Full name and address
of the owner of the land:

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

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



Signature of delegate

Signature of witness

Name of witness (BLOCK LETTERS)


C.S.

SIGNED, SEALED AND
DELIVERED by JOHN
MITCHELL as attorney for
SYDNEY HARBOUR
FORESHORE AUTHORITY under
power of attorney registered book
4642 no 61 in the presence of:

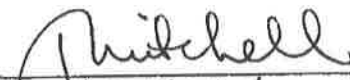
REGISTERED



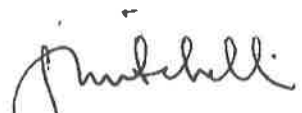
28.5.2008


Signature of witness

KIERAN MARTIN
Name of witness (block letters)
c/o - Level 6/66 Harrington Street
Sydney NSW 2000


By executing this deed the attorney
states that the attorney has received
no notice of revocation of the power
of attorney


Council Authorised Person


4701606v4(Wharves 8&9 Subdivision)



LAND
REGISTRY
SERVICES



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:43

Order No. 64919598

Certificate No: 99321618

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - Developer By-Laws 80052

Available: Y

Size (KB): 1280

Number of Pages: 50

Scan Date and Time: 02/06/2008 22:01

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SP80052 D

Sydney Wharf - Strata Residential and Commercial By-Laws

Dated

REGISTERED



28.5.2008

Sydney Wharf - Strata Residential and Commercial By-Laws S P 80052

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John Mitchell

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Sydney Wharf - Strata Residential and Commercial By-Laws

SP 80052

1 Definitions and interpretation

1.1 Definitions

The following words have these meanings in these By-laws, unless a contrary intention appears:

Act means the Strata Schemes Management Act 1996;

Air Conditioning Components means the air conditioning components referred to in By-laws 31.1 and 31.3.

Authorised Users means a Residential Owner, a Residential Occupier and a person on the Parcel with the express or implied consent of a Residential Owner or Residential Occupier.

Building means the building on the Parcel known as Sydney Wharf.

Bicycle Storage Facilities means the bicycle storage facilities located on the Common Property within the Building.

Building Maintenance Program means the maintenance program prepared by a suitably qualified or licensed person for the maintenance of the Building.

By-law means these by-laws.

Car Space means a part of a Lot which has been approved by Council for use as a car space.

Car Wash Bay means the car wash bay located on Common Property designated by the Owners Corporation for use as such.

Commercial Garbage Room means the garbage room located on the ground level of the Building on Common Property marked "c" on the Strata Plan.

Commercial/Retail Lots means Lots 46 and 106 in the Strata Plan.

Commercial/Retail Occupier means an Occupier of a Commercial/Retail Lot.

Commercial/Retail Owner means an Owner of a Commercial/Retail Lot.

Commercial/Retail Users means a Commercial/Retail Owner, a Commercial/Retail Occupier and a person on the Parcel with the express or implied consent of a Commercial/Retail Owner or Commercial/Retail Occupier.

Common Property means the common property in the Strata Scheme.

Council means City of Sydney Council.

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

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Easement means any easement, positive covenant and restriction on the use of land registered under the *Conveyancing Act 1919* (NSW) benefiting and burdening Lots and Common Property, including easements for public access and public use of lifts and stairs created under the Development Consent.

Environment includes all aspects of the surrounding of human beings.

Environmental Laws means any law concerning the Environment and includes Laws concerning:

- (a) the carrying out of uses, works or development or the subdivision of land;
- (b) emissions of substances into the atmosphere, waters and land;
- (c) pollution and contamination of the atmosphere, waters and land;
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste;
 - (ii) hazardous substances; and
 - (iii) dangerous goods;
- (e) threatened, endangered and other flora and fauna species; and
- (f) the health and safety of people,

Whether made or in force before or after the date of these By-laws.

Excluded Dog means any of the following:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dog argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) an unregistered or dangerous dog under the Companion Animals Act 1998.

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

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Exclusive Use Seating Area means that part of the Common Property situated directly adjacent to Lot 106 marked "a" on the Strata Plan.

Executive Committee means the executive committee of the Owners Corporation.

Fire Safety Device means any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
- (e) is required by Law for fire safety or that otherwise improves fire safety.

Garbage Room means the garbage rooms located on the basement level of the Building and on the ground floor of the Common Property marked "b" on the Strata Plan.

Gas Heating System means the gas heater and associated pipes, conduits and the like that exclusively services Lot 45 and Lot 105, as the case may be.

Government Agency means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body or any accredited certifier or such person's successor or replacement pursuant to any law having jurisdiction over the Parcel.

Grease Arrestor means the grease arrestor and associated pipes, conduits and the like that exclusively service Lot 106.

Gymnasium means the gymnasium located on level 1 of the Building on the Common Property.

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

Landlord means the lessor (as that term is defined in the Strata Schemes (Leasehold Development) Act 1986 (NSW)) from time to time for the Lots and Common Property. Where appropriate in the context, "Landlord" also includes agents, employees, invitees and licensees of the Landlord.

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Lot means a lot (as defined in the Act) in the Strata Plan.

Lot Lease means the lease entered into by an Owner and the Landlord in respect of a Lot.

Maintenance Program is the maintenance program for the piles, substructures, seawalls and associated structural elements within the Common Property. The Maintenance Program is contained in Schedule 1.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Owner means:

- (a) the lessee (as that term is defined in the Development Act) for the time being of a leasehold interest in a Lot;
- (b) if a Lot is subdivided or re-subdivided, the lessees (as that term is defined in the Development Act) for the time being of a leasehold interest in the new Lots;
- (c) for an Exclusive Use By-Law, the lessee (as that term is defined in the Development Act) of the Lot (or Lots) benefiting from the Exclusive Use By-Law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan.

Owners Corporation Manual means the owners corporation manual adopted by the Owners Corporation at a general meeting.

Parcel means the land comprised in the Strata Scheme.

Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier and includes the invitees, agents, contractors and service providers of an Owner or Occupier.

Public Access Areas means those areas within the Common Property which are subject to an Easement for public access created on the Strata Plan.

Recreational Facilities means the Swimming Pool and Gymnasium.

Residential Lobby Area means that part of the Common Property predominantly used for the purpose of a lobby area.

Residential Lots means Lots 1 – 45 and 47 - 105 in the Strata Plan.

Residential Occupier means an Occupier of a Residential Lot.

Residential Owner means an Owner of a Residential Lot.

Rules means the rules made under these By-laws.

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Security Key means a key, magnetic or other device used to:

- (a) open and close gates or locks; or
- (b) operate alarms, security systems or communications systems.

Small Dog means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilos; and
- (b) is not an Excluded Dog.

Strata Plan means the strata plan registered with these By-laws.

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

Swimming Pool means the swimming pool which is located on level 1 of the Building on the Common Property.

Vehicle includes a car, motor cycle, boat, trailer, caravan or other towable item.

Visitor Car Parking means those areas of Common Property designated as car spaces for parking of motor vehicles by visitors to the Strata Scheme.

1.2 Interpretation

A word appearing and not defined in these By-laws but defined in the Act has the meaning under the Act.

In these By-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (d) this instrument includes any variation or replacement of it.

The word "includes" in any form is not a word of limitation.

A reference to Law includes all Law amending, consolidating or replacing Law.

1.3 Severability

If the whole or any part of a provision of these By-laws is invalid or unenforceable, the validity or enforceability of the remaining By-laws are not affected.

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1.4 Headings

Headings are inserted for convenience of reference only and must be ignored in the interpretation of these By-laws.

1.5 Owners Corporation approval

A person must make an application for the approval of the Owners Corporation under these By-laws in writing.

Subject to an express provision in these By-laws the Owners Corporation may in its absolute discretion:

- (a) give approval conditionally or unconditionally; or
- (b) withhold it's approval.

1.6 Conditions of approval

An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of approval.

1.7 Manner of approval

Subject to an express provision in these By-laws or any provision of the Act, approvals by the Owners Corporation under these By-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

1.8 By-laws subject to lease

Nothing in these By-laws gives an Owner, Occupier or Owners Corporation approval to do anything which is prohibited or regulated by a lease with the Landlord.

1.9 Approval must be in writing

The Owners Corporation must give any approval required under these By-laws in writing.

2 Introduction

2.1 Leasehold Strata Scheme

The Building is a predominantly residential leasehold Strata Scheme with 104 residential Lots and 2 retail/commercial Lots.

The Landlord is the owner of the freehold estate in the Parcel.

2.2 Owners Corporation lease

The Owners Corporation has a lease with the Landlord for the Common Property. The Landlord is the landlord and the Owners Corporation is the

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tenant. The Owners Corporation must comply on time and at its cost with its lease with the Landlord for the Common Property.

2.3 Lot leases

Each Lot in the Strata Scheme is subject to a lease from the Landlord. The landlord is the Landlord and the tenant is the Owner. Each Owner must comply on time and at each Owner's cost with the lease with the Landlord for a Lot.

2.4 Consents under leases

Nothing in the By-laws gives an Owner or the Owners Corporation consent to do anything which is prohibited or regulated by a lease with the Landlord. A consent under the By-laws does not relieve an Owner or the Owners Corporation from obligations to obtain necessary consents under a lease with the Landlord.

2.5 Inconsistencies between the By-laws and leases

If there is any inconsistency between the By-laws and the terms of a lease with the Landlord for the Common Property or a Lot, the lease with the Landlord prevails to the extent of the inconsistency.

2.6 Purpose

The By-laws regulate the day to day management and operation of the Strata Scheme. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in the Strata Scheme.

2.7 Who must comply with the By-laws?

These By-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

2.8 Changing the By-laws

The Owners Corporation may add, change and cancel By-laws only if adding, changing or cancelling the By-law does not conflict with the lease the Owners Corporation has with the Landlord for Common Property.

3 Behaviour of Owners, Occupiers and Permitted Persons

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3.1 Behaviour

An Owner or Occupier must not create noise on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier or Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

3.2 Residential apartments

The Owners Corporation must ensure that a certificate signed by:

- (a) each Owner (excluding the Commercial/Retail Owners); or
- (b) the Owners Corporation; or
- (c) a solicitor,

is forwarded to Council every 12 months certifying that all apartments approved for residential use are either Owner occupied or are subject to a residential lease.

3.3 Some prohibitions

An Owner or Occupier must not:

- (a) obstruct lawful use of the Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier or a Permitted Person; or
- (c) deposit or throw any garbage overboard into any water adjacent to the Common Property; or
- (d) consume alcohol on any walkway or pontoon or pier; or
- (e) do anything on the Common Property which is illegal; or
- (f) do anything that might damage the good reputation of the Owners Corporation or the Strata Scheme.

3.4 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children (such as the car park and Recreational Facilities) if the child is accompanied by an adult exercising effective control.

3.5 Permitted Persons

An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

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An Owner or Occupier must ensure that a Permitted Person complies with these By-laws in so far as they apply to Permitted Persons.

3.6 Smoking

An Owner, Occupier or Permitted Person must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation may designate from time to time (including the Recreational Facilities).

3.7 Skateboards

An Owner, Occupier or Permitted Person must not use or permit to be used in or on the Common Property skateboards, roller skates or roller blades.

3.8 Fishing

An Owner, Occupier or Permitted Person must not fish from the Common Property or part of a Lot.

3.9 Swimming, snorkelling or diving

An Owner, Occupier or Permitted Person must not swim, dive or snorkel from the Common Property.

3.10 Life safety equipment

The Owners Corporation must:

- (a) provide within the Public Access Areas proper and sufficient life saving appliances;
- (b) properly maintain the life saving appliances so that they are in good working order at all times; and
- (c) keep life saving appliances readily available for use.

The Owners Corporation must not use or permit the life saving appliances to be used other than for life saving purposes.

3.11 Responsibility for others

Owners must:

- (a) include in any lease or other agreement with an Occupier of its Lot provisions requiring the Occupier to refrain from breaching the By-laws;
- (b) if it sub-leases or licences its Lot, provide the Occupier with an up-to-date copy of the By-laws;
- (c) use reasonable endeavours to ensure that any Occupier of the Lot and their invitees refrain from breaching the By-laws; and

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- (d) take all action reasonably available, including action under any lease or other agreement, to make an Occupier or its invitees refrain from breaching the By-laws or leave the Building.

3.12 Obligations for visitors

Owners and Occupiers must:

- (a) take all reasonable actions to ensure their visitors refrain from breaching the By-laws; and
- (b) make their visitors leave the Building if they do not refrain from breaching the By-laws.

3.13 Actions of others

An Owner or Occupier must not allow another person to do anything that it cannot do under the By-laws or the Owner cannot do under its Lot Lease with the Landlord.

4 Common Property

4.1 Approval of Owners Corporation

An Owner or Occupier may only do the following if that Owner or Occupier first obtains the approval of the Owners Corporation:

- (a) leave anything on the Common Property;
- (b) obstruct the use of the Common Property;
- (c) use any part of the Common Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on the Common Property;
- (e) attach any item to the Common Property;
- (f) do or permit anything to be done to the Common Property which might cause damage; or
- (g) alter the Common Property.

4.2 Building Works and Alterations

By-law 19 ("Building Works and Alterations") applies to the carrying out of building works or alterations and may apply to paragraphs (a), (b), (d), (e), (f) or (g) above.

4.3 Decorative Items

By-law 4.1 ("Approval of Owners Corporation") does not prevent an Owner or Occupier from installing any device reasonably used to affix decorative items to the internal surfaces of walls in the Owners' or Occupier's Lot.

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4.4 Notice of damage or defect

An Owner or Occupier must:

- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.5 Disposal of rubbish

Except with the prior approval of the Owners Corporation, an Owner or Occupier must not deposit or throw on to the Common Property any rubbish, dirt, dust or other material or discarded item.

4.6 Damage to Common Property

If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

- (a) promptly notify the Owners Corporation of the damage caused; and
- (b) compensate the Owners Corporation accordingly.

4.7 Building maintenance

The Owners Corporation must:

- (a) adopt and carry out the Building Maintenance Program; and
- (b) have the Building Maintenance Program reviewed annually by a suitably qualified or licensed person.

4.8 Safety

The Owners Corporation must arrange for a suitably qualified or licensed person carry out an annual safety inspection of the Common Property.

4.9 Fire Safety

The Owners Corporation must:

- (a) prominently display in the Building the fire safety certificate together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for annual inspection of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and

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- (c) provide a copy of a report of the annual inspection referred to in this By-law 4.9(b) to Council.

5 External Appearance

5.1 General

An Owner or Occupier must not keep anything within a Residential Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the approval of the Owners Corporation.

5.2 Window coverings

To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds must be white in colour when viewed from the exterior of the Building of a Residential Lot.

5.3 Signage

Subject to By-laws 5.4 ("Permitted signage") and 18 ("Commercial/Retail Lots") an Owner or Occupier must not erect any signage (whether temporary or permanent) on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

5.4 Permitted signage

An Owner or Occupier may erect "for sale" or "for lease" signs within an area of not more than 1 square metre within a Lot or an area of Common Property designated for that purpose for a period of not more than four months without the approval of the Executive Committee.

5.5 Power to remove signage

Subject to By-laws 5.4 ("Permitted Signage") and 18 ("Commercial/Retail Lots"), the Owners Corporation may remove any sign erected without its consent.

5.6 Washing

An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature on any part of the Parcel in such a way as to be visible from outside the Building, including from the balcony of a Lot.

5.7 Insect screens

An Owner or Occupier must not install insect screens to an entry door to a Lot. An Owner or Occupier may install insect screens to a Lot which face the exterior of the Building so long as the insect screen is finished in a powdercoated finish, is grey in colour and is otherwise in keeping with the appearance of the rest of the Building. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

5.8 Rooftop

The installation or attachment of

- (a) terrace furniture, shade devices or any other devices that protrude above the rooftop ridgeline of the Building; or
- (b) satellite dishes, aerials or any other similar device to the roof of the Building,

are prohibited.

6 Floor Coverings

6.1 Application to Residential Lots

This By-law only applies to Residential Lots.

6.2 Acceptable floor coverings

An Owner must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

6.3 Minimum acoustic performance standard

Without limiting the requirements of this By-law, if a Residential Owner wishes to use a floor finish within a Residential Owner's Lot other than carpet the minimum acoustic performance standard to be achieved for any such floor finish must be equal to that of the flooring system which it is proposed to replace or the minimum standard prescribed by the Law (including the Building Code of Australia) from time to time (whichever is the higher standard).

6.4 Approval required

Except where a Residential Owner is replacing a floor finish with carpet, a Residential Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this By-law and must not unreasonably refuse such request providing a report satisfying the requirements set out in By-law 6.5 ("Acoustic engineer's report") has been provided. A Commercial/Retail Owner does not require the prior consent of the Owners Corporation under this By-law.

6.5 Acoustic engineer's report

An application for consent by a Residential Owner under By-law 6.4 ("Approval required") must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission including impact noise following installation. The report must state that the proposed floor finish will not breach By-law 6.2 ("Acceptable floor coverings") and will comply with By-law 6.3 ("Minimum acoustic performance standard").

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6.6 Floor finish

Following the installation of a floor finish other than carpet, to demonstrate compliance with this By-law, a Residential Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this By-law including those in the report required under By-law 6.5 ("Acoustic engineer's report"). If such certificate is not provided to the Owner's Corporation within 6 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet at the cost of the Residential Owner.

7 Installation of Audiovisual Equipment (Inter apartment walls)

7.1 Report required

An Owner or Occupier must not install or attach any audiovisual equipment or the like to any Common Property wall separating a Residential Lot from another Residential Lot or other Common Property (for example on an inter-apartment wall) without the Owner or Occupier providing to the Owners Corporation a report signed by an engineer or other appropriately qualified person certifying that the structural and acoustic integrity and performance of the wall will not be compromised by the proposed installation.

7.2 Application of By-law 4.1

By-law 4.1 ("Approval of Owners Corporation") does not prevent an Owner or Occupier from installing such audiovisual equipment if the Owner or Occupier complies with by law 7.1 ("Report required").

8 Car Spaces and Visitor Car Parking on Common Property

8.1 Car Spaces

A Car Space must not be used by an Owner or Occupier for any other purpose without the prior approval of the Owners Corporation.

8.2 Car Space free of obstruction

A Car Space must be kept free of obstruction.

8.3 Doors or cages

By-law 19 ("Building Works and Alterations") applies to the attaching of a door or a cage or any other fixture to a Car Space.

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8.4 Approval for doors, etc

The Owners Corporation must approve the attachment of a door, or a cage or any other fixture to a Car Space if it is satisfied that:

- (a) it will not inhibit the use of a Car Space by an adjoining Owner;
- (b) adequate ventilation will be maintained; and
- (c) the standard of the proposed door or cage or other fixture is similar in nature to and is at least equal in quality and standard to any doors, cages or other fixtures existing at the date of registration of the Strata Plan.

8.5 Visitor Car Parking restriction

An Owner or Occupier must not park a Vehicle in Visitor Car Parking.

8.6 Permitted Persons

A Permitted Person may park a motor vehicle in Visitor Car Parking for a consecutive period of up to 8 hours.

8.7 Visitor Car Parking exclusive use

The Visitor Car Parking is to be kept free of obstruction and is for the exclusive use of Permitted Persons.

8.8 Common Property

An Owner or Occupier must not park a Vehicle on Common Property without the prior approval of the Owners Corporation.

9 Cleaning

9.1 Windows, doors and balustrades of Residential Lots

An Owner or Occupier must keep clean all exterior surfaces of glass in windows, doors and balustrades on the boundary of a Residential Lot (including so much as is Common Property) that are safely and directly accessible from a Residential Lot.

9.2 Inaccessible surfaces of Residential Lots

The Owners Corporation will keep clean the exterior surfaces of the glass in windows on the boundary of the Residential Lot that are not safely and directly accessible from a Residential Lot.

9.3 Commercial/Retail Lot surfaces

The Owner of a Commercial/Retail Lot must keep clean all exterior surfaces of windows and doors on the boundary of the Commercial/Retail Lots.

9.4 Louvres of Residential Lots

The Owners Corporation must keep clean the louvres on the boundary of the Residential Lots.

9.5 Balconies and gardens

An Owner or Occupier must keep all planter boxes, gardens, balconies, terraces and the like within the Owner or Occupier's Lot clean, tidy and well maintained.

9.6 Reasonable care

An Owner or Occupier must take reasonable care when carrying out their obligations under By-law 9.7 ("Maintenance of planter boxes") to ensure that no damage is caused to a person or property.

9.7 Maintenance of planter boxes

If there are planter boxes on or within a balcony of a Residential Lot, an Owner or Occupier must:

- (a) properly maintain the soil and plants in the planter boxes; and
- (b) when watering the plants or soil make sure that water does not go on to Common Property or another Residential Lot.

10 Moving Goods and Furniture

10.1 Notice

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

10.2 Loading

All loading and unloading of goods must be conducted wholly within the Parcel.

10.3 Furniture and large objects

Furniture and large objects must be loaded and unloaded from the area "SV" on the Strata Plan.

10.4 Manner of moving

The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

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10.5 Compliance with determination

If the Owners Corporation has determined, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.

10.6 Damage

If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture or any other items, that Owner or Occupier must compensate the Owners Corporation in accordance with By-law 4.6 ("Damage to Common Property").

11 Garbage Disposal

11.1 Owners Corporation Manual

Garbage disposal is to be in accordance with the Owners Corporation Manual.

11.2 No garbage in Common Property

An Owner or Occupier must not deposit or leave garbage or recyclable materials on Common Property (other than the Garbage Room or a garbage chute according to this By law) or in an area of their Lot which is visible from outside the Lot.

11.3 Residential Owners and Residential Occupiers

Each floor in the Building has garbage chutes for the use of a Residential Owner or Residential Occupier for the disposal of garbage and waste.

11.4 Recyclable materials

A Residential Owner or Residential Occupier must place recyclable material in the containers in a recycling area determined by the Owners Corporation.

11.5 No glass, liquids or large items in garbage chute

An Owner or Occupier must not:

- (a) put bottles or glass or liquids in a garbage chute; or
- (b) put large items in a garbage chute that might cause a blockage.

11.6 Collection of recyclable materials

The Owners Corporation must arrange for recyclable materials from the recycling area or areas to be placed in the Garbage Room for collection.

11.7 Commercial/Retail Owners and Commercial/Retail Occupiers

A Commercial/Retail Owner or Commercial/Retail Occupier must place garbage, waste and recyclable material in the Commercial Garbage Room.

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11.8 Costs of removal of waste

The Commercial/Retail Owners are responsible for all costs of removal of the garbage waste and recyclable material from the Commercial Garbage Room which relate to the Commercial/Retail Lots in the following proportions:

- (a) ninety percent for Lot 106; and
- (b) ten percent for Lot 46.

11.9 Garbage Room

An Owner or Occupier must not enter the Garbage Room without prior approval from the Owners Corporation.

11.10 Hazardous waste

Nothing in this By-law requires an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

11.11 Spillage

An Owner or Occupier must promptly remove anything which the Owner or Occupier may have spilled in any area of Common Property and take such action as may be necessary to clean the area within which that thing has spilled.

11.12 Cleaning of Commercial Garbage Room

A Commercial/Retail Owner or Commercial/Retail Occupier must ensure that the Commercial Garbage Room:

- (a) is kept clean to the reasonable satisfaction of the Owners Corporation; and
- (b) garbage is removed from the Commercial Garbage Room in a timely manner.

11.13 Failure to keep clean

If the Commercial/Retail Owners fail to carry out their obligations in accordance with By-laws 11.12 (a) and (b) above then the Commercial/Retail Owners acknowledge and agree that:

- (a) the Owners Corporation may clean and remove garbage from the Commercial Garbage Room and as the Owners Corporation considers appropriate; and
- (b) the Commercial/Retail Owners indemnify the Owners Corporation for any costs incurred in connection with By-law 11.13(a).

12 Keeping of Animals

12.1 When consent is not required

An Owner or Occupier may keep the following animals in the Owner or Occupier's Lot without the consent of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) 1 caged bird;
- (c) 1 Small Dog; or
- (d) 1 cat.

12.2 When consent is required

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

- (a) any other type of animal including a dog which is not a Small Dog; or
- (b) more than 1 dog or cat at the same time.

12.3 Control

If an Owner or Occupier keeps an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Parcel, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Parcel, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (i) any noise which is disturbing to an extent which is unreasonable;
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
 - (iii) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.

12.4 Application of By-law

This By-law:

- (a) applies to any Permitted Person; and
- (b) does not prevent the keeping of a dog used as a guide or hearing dog.

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12.5 Breach

Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this By-law.

12.6 Further breach

A further breach under this By-law after notice has been served on an Owner or Occupier under By-law 12.5 ("Breach"), will entitle the Owners Corporation to require the immediate permanent removal of the animal from the Building.

13 Insurance premiums

13.1 Consent from the Owners Corporation

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

13.2 Payments for increased premiums

If the Owners Corporation gives an Owner or Occupier consent under this By-law 13, it may make conditions that require the Owner or Occupier to reimburse the Owners Corporation for any increased premium. If an Owner or Occupier does not agree with the conditions, the Owners Corporation may refuse its consent.

13.3 Notification of Owners Corporation

An Owner or Occupier must notify the Owners Corporation if they do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

14 Security Keys

14.1 Security

The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:

- (a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or
- (b) otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

14.2 Security management plan

The Owners Corporation must prepare and maintain a security management plan that addresses active and passive security measures to stop intruders coming into the Building or Common Property. Owners, Occupiers and the

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Owners Corporation must adhere to the measures identified in the security management plan at all times.

14.3 Restricted access

The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

14.4 Providing Owners with Security Keys

The Owners Corporation must make Security Keys available to:

- (a) Owners; and
- (b) persons authorised by the Owners Corporation.

14.5 Fees

The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

14.6 Occupiers

An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

14.7 Security Keys

A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) immediately return the Security Key to the Owners Corporation when requested by the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15 Car Wash Bay

15.1 Hours

The Car Wash Bay may only be used for car washing purposes between the hours of 7.30 am and 6.00 pm or other hours as nominated from time to time by the Owners Corporation.

15.2 Recycled water

The Car Wash Bay has a tap providing recycled water for general purpose wash down of cars. The water is not fit for human consumption.

15.3 Rules

Owners and Occupiers must comply with Rules made by the Owners Corporation in relation to the use of the Car Wash Bay.

16 Use of the Recreational Facilities

16.1 Authorised Users

Lots 1-106 have the special privilege of using the Recreational Facilities on the terms and conditions of this By-law.

16.2 Prohibited users

Owners of Lots 46 and 106 must not permit Permitted Persons of the Commercial/Retail Lots to enjoy this special privilege.

16.3 Repair and maintenance

The Owners Corporation is responsible for the proper maintenance of and keeping the Recreational Facilities in a state of good and serviceable repair.

16.4 Not used

16.5 Third parties

The Owners Corporation may make agreements with third parties about performing its obligations under this By-law.

16.6 Rules

The following terms and conditions apply to use of the Recreational Facilities by Authorised Users:

- (a) the Recreational Facilities may only be used between the hours of 6.00am and 9.00pm or other hours nominated from time to time by the Owners Corporation;
- (b) all users must ensure that any entry/exit doors to the Recreational Facilities are closed after 7.00pm;
- (c) children under the age of 12 years of age may use the Recreational Facilities only if accompanied and supervised by an adult;
- (d) glass objects, drinking glasses, food and sharp objects are not permitted in the Recreational Facilities;
- (e) running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities;
- (f) Swimming Pool equipment must not, except with the approval of the Owners Corporation, be interfered with, operated or adjusted;

- (g) sports type footwear must be worn while using the Gymnasium;
- (h) all users must be appropriately attired whilst using the Recreational Facilities; and
- (i) all users of the Recreational Facilities must carry a towel.

16.7 Other Rules

An Authorised User must comply with any other Rules the Owners Corporation makes about use of the Recreational Facilities.

17 Storage of Bicycles

17.1 Restrictions

An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the Common Property other than in the Bicycle Storage Facilities; and
- (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time; and
- (c) permit anyone other than an Owner or Occupier to use the Bicycle Storage Facilities.

18 Commercial/Retail Lots

18.1 Fitout

A Commercial/Retail Owner or Commercial/Retail Occupier must obtain the prior approval of the Owners Corporation to the carrying out of any works to fit out a Commercial/Retail Lot. By-law 19 ("Building Works and Alterations") applies to the fit out.

18.2 Standard of fitout

Each Commercial/Retail Owner must ensure that the fitting out of the Owner's Commercial/Retail Lot:

- (a) is completed using high quality finishes and materials; and
- (b) is carried out in a proper and workmanlike manner, by a licensed or suitably qualified person.

18.3 Development applications

A Commercial/Retail Owner or Commercial/Retail Occupier must obtain the prior approval of the Owners Corporation for the lodgement of any development application with the relevant Government Agency.

18.4 Prescribed consents

The Owners Corporation consents to the lodging of any development application by a Commercial/Retail Owner for the use of a Commercial/Retail Lot for any lawful purpose so long as the use:

- (a) is permitted under the Lot Lease; and
- (b) does not adversely impact in any way on the Common Property.

18.5 Signage

A Commercial/Retail Owner or Commercial/Retail Occupier may, without the approval of the Owners Corporation (but subject to obtaining all necessary approvals and consents of any relevant Government Agency), erect appropriate trade or business signage in respect of a Commercial/Retail Lot to the glass façade of the Building immediately adjacent to that Commercial/Retail Lot.

18.6 Maintenance of Signage

Signage must be maintained by the Commercial/Retail Owner or the Commercial/Retail Occupier to whom the signage relates.

18.7 Style of Signage

Signage installed by a Commercial/Retail Owner or Commercial/Retail Occupier under this By-law:

- (a) must not be neon or flashing;
- (b) must be located behind the external glass line of the Building; and
- (c) the colour, size and letter style must be consistent with the nature of the Building as a prestigious and up market residential building.

18.8 Width of signage

The maximum width of the signage must not exceed two window bays.

18.9 Signage connected to power

If signage is connected to power:

- (a) such power must run off a Commercial/Retail Owner's switchboard and must not be connected to the Owners Corporation's power supply; and
- (b) such signage must not be illuminated after 10.30 pm.

18.10 Operation of businesses from the Commercial/Retail Lots

A Commercial/Retail Owner or Commercial/Retail Occupier must ensure that any business operated from a Commercial/Retail Lot is always conducted:

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- (a) in accordance with all relevant Laws and in a proper and professional manner;
- (b) so as to maintain the security, cleanliness and good reputation of the Building; and
- (c) with a usage consistent with the nature of the Building as a prestigious and up-market residential building.

18.11 Controls on hours of operation and noise

A Commercial/Retail Owner or Commercial/Retail Occupier:

- (a) must not permit any form of live entertainment or amplified music to be conducted on the Commercial/Retail Lot unless the Owners Corporation by special resolution determines otherwise; and
- (b) may only conduct or permit to be conducted commercial or business activities on the Commercial/Retail Lot during the hours of 7 am to 10 pm on any day or the hours of operation imposed by the Council (whichever is the lesser).

18.12 Odours

A Commercial/Retail Owner or Commercial/Retail Occupier must ensure that no offensive or strong odours emanate from that Owner or Occupier's Commercial/Retail Lot.

18.13 Pest control

A Commercial/Retail Owner or Commercial/Retail Occupier must at its cost, ensure that regular pest control is carried out (which must be done at least yearly) within that Commercial/Retail Lot and areas over which that Owner or Occupier has exclusive use so as to eradicate pests.

18.14 Pest report

A copy of a report carried out by a pest exterminator must be furnished to the Owners Corporation by each Commercial/Retail Owner or Commercial/Retail Occupier as evidence of compliance with By-law 18.13 ("Pest control").

18.15 Owners Corporation to act reasonably

In determining any matter in connection with this By-law 18, the Owners Corporation must act reasonably having regard to the business and use to which the Commercial/Retail Lot is lawfully put.

19 Building Works & Alterations

19.1 Approval of Owners Corporation

Subject to the provisions of this By-law, an Owner or Occupier must obtain the approval of the Owners Corporation to carry out building works or alterations that will affect Common Property.

19.2 Approval of Council and Government Agencies

In addition to the approval of the Owners Corporation under By-law 19.1 ("Approval of Owners Corporation"), an Owner or Occupier must obtain the approval of the Council or any other Government Agency if required and ensure all building works comply with all relevant approvals.

19.3 Minor work to interior

Approval of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.

19.4 Works under Exclusive Use By-Law

Approval of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an Exclusive Use By-Law.

19.5 Development application approval

Approval of the Owners Corporation to the carrying out of building works or alterations will constitute approval to the lodgment of a development application to the Council or any other Government Agency (if required).

19.6 Notice

An Owner or Occupier must give to the Owners Corporation at least 30 days notice before carrying out any building work or alterations. This applies whether or not approval of the Owners Corporation is required.

19.7 Contents of notice

The notice under By-law 19.6 ("Notice") must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations or building works;
- (b) the nature and extent of the proposed alterations or building works; and
- (c) whether any Common Property will be affected.

19.8 Carrying out of building works or alterations

During the carrying out of any building works or alterations an Owner or Occupier must:

- (a) ensure no damage to services or pipes within the Building;
- (b) ensure that the building works or alterations are carried out by a suitably qualified or licensed person to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;

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- (c) take all reasonable precautions to ensure that no damage is caused to the Common Property;
- (d) repair any damage caused to the Common Property as a result of the building works or alterations; and
- (e) carry out the building works or alterations promptly.

19.9 Work Methods Statement

Prior to carrying out any building works or alterations, an Owner or Occupier:

- (a) must ensure that a work method statement is prepared by a suitably qualified or licensed person to ensure that a safe work environment and method are enforced; and
- (b) provide the Owners Corporation with a copy of the works method statement.

20 Change in Use

20.1 Notice

An Occupier 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.

20.2 Payment of Premium

If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

21 Integrity of Fire Safety Systems

21.1 No interference

An Owner or Occupier must not:

- (a) interfere with or damage any Fire Safety Device; or
- (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

21.2 Required notifications

An Owner or Occupier must:

- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device;
- (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;

- (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- (d) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
- (e) subject to receiving notice under By-law 21.3 ("Reasonable notice"), give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

21.3 Reasonable notice

The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by By-law 21.2(e) ("Required notifications").

21.4 Repair and maintenance

Notwithstanding the provisions of this By-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that Owner's or Occupier's Lot in good and serviceable order.

21.5 Breach

If an Owner or Occupier breaches a provision or provisions of this By-law, the Owners Corporation can exercise the powers granted under By-law 24 ("Owners Corporation may carry out work").

22 Fire Control

22.1 Obligations

An Owner or Occupier may keep flammable materials in their Lot only if they:

- (a) use them in connection with the lawful use of the Lot; and
- (b) keep them in reasonable quantities according to the guidelines of the Government Agencies.

22.2 Compliance with laws

Owners, Occupiers and the Owners Corporation must comply with Laws about fire control.

22.3 Restrictions

Owners, Occupiers and the Owners Corporation must not:

- (a) keep flammable materials on Common Property; or
- (b) interfere with fire safety equipment; or
- (c) obstruct or interfere with a Fires Safety Device; or

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- (d) keep flammable materials in a Car Space.

23 Rules

23.1 Making Rules

The Owners Corporation may make, amend and at any time add to, Rules for the control, management, operation, use and enjoyment of the Common Property and the Parcel.

23.2 Rules consistent with By-laws

The Rules must be consistent with these By-laws.

23.3 Rules binding

The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.

23.4 Inconsistency

Subject to By-law 2 ("Introduction"), if a Rule is inconsistent with these By-laws or the requirements of a Government Agency, the By-laws or the requirements of a Government Agency prevail to the extent of the inconsistency.

24 Owners Corporation may carry out work

24.1 Power to rectify

The Owners Corporation may do anything on or in a Lot:

- (a) which should have been done under these By-laws but has not been done or has not been done properly; or
- (b) to comply with these By-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these By-laws.

24.2 Rights of Owners Corporation

If By-law 24.1 ("Power to rectify") applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

- (a) enter and remain on the Lot for as long as is necessary; and
- (b) recover any costs associated with carrying out works under these By-laws from the Owner.

24.3 Notice

An Owner or Occupier must permit to the Owners Corporation to enter onto a Lot to carry out work reasonably required to discharge or give effect to the

Owners Corporation's obligations to repair and maintain the Parcel so long as:

- (a) except in the case of an emergency, reasonable notice is given to the Owner or Occupier whose Lot the Owners Corporation must enter; and
- (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner or Occupier affected.

24.4 Other rights of Owners Corporation

By-law 24.3 ("Notice") is in addition to the powers of the Owners Corporation under the Act.

25 Exclusive Use By-Laws

25.1 Purpose of the Exclusive Use By-Laws

To apportion the costs for maintaining, repairing and replacing Common Property on a fairer basis, the Exclusive Use By-Laws make Owners responsible for the Common Property of which they have the exclusive use or benefit. Exclusive Use By-Laws also create special privileges in respect of Common Property.

25.2 How to change an Exclusive Use By-Law

The Owners Corporation may create, amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of the Owner of each Lot which benefits (or will benefit) from the Exclusive Use By-Law, and the consent of the Landlord pursuant to section 52 of the Act.

25.3 Occupiers may exercise rights

The Owner of each Lot which has the benefit of an Exclusive Use By-Law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with the obligations of the Owner under the Exclusive Use By-Law.

25.4 Regular accounts for costs

If an Owner is required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give the Owner regular accounts of the amounts it owes. The Owners Corporation may:

- (a) include those amounts in notices for the Owner's administrative fund or sinking fund contributions; and
- (b) require the Owner to pay those amounts quarterly in advance (or for other periods reasonably determined by the Owners Corporation).

25.5 Repairing damage

The Owner of a Lot which has the benefit of an Exclusive Use By-Law must repair damage caused to Common Property or the property of another Owner or Occupier while exercising rights or complying with obligations under the Exclusive Use By-Law.

25.6 Indemnities

The Owner of each Lot which has the benefit of an Exclusive Use By-Law indemnifies the Owners Corporation against all claims and liability caused by complying with obligations or exercising rights under the Exclusive Use By-Law.

25.7 Additional insurances

In addition to their obligations under By-law 13 ("Insurance premiums"), an Owner of a Lot which has the benefit of an Exclusive Use By-Law must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising rights or performing obligations under the Exclusive Use By-Law.

25.8 Access to exclusive use areas

An Owner of a Lot which has the benefit of an Exclusive Use By-Law must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Act, the By-laws and its lease with the Landlord for Common Property. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

26 Not used

27 Exclusive Use Rights – Lot 106

- (a) The Owner of Lot 106 has the exclusive use and enjoyment of the Grease Arrestor located on the Common Property immediately below Lot 106.
- (b) The owner of Lot 106 is responsible for the maintenance of and keeping the Grease Arrestor in a state of good and serviceable repair.
- (c) The provisions of by law 25 ("Exclusive Use By Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

28 Exclusive Use Rights – Lot 45

28.1 Exclusive right to Gas Heating System

The Owner of Lot 45 has the exclusive use and enjoyment of the Gas Heating System for the pool within the Lot which system is located on the Common Property roof terrace level to the south of Lot 45.

28.2 Maintenance

The owner of Lot 45 is responsible for the maintenance of and keeping the Gas Heating System in a state of good and serviceable repair.

28.3 Conditions

The provisions of by law 25 ("Exclusive Use By-Laws") and in particular By-laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

29 Exclusive Use Rights – Lot 105

29.1 Exclusive right to Gas Heating System

The Owner of Lot 105 has the exclusive use and enjoyment of the Gas Heating System for the spa within the Lot which system is located on the Common Property roof terrace level to the south of Lot 105.

29.2 Maintenance

The Owner of Lot 105 is responsible for the maintenance of and keeping the Gas Heating System in a state of good and serviceable repair.

29.3 Conditions

The provisions of by law 25 ("Exclusive Use By-Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

30 Exclusive Use Rights – Lots 102 and 103

30.1 Exclusive right to make openings in internal wall and to use lobby area

The Owner of Lots 102 and 103 has, if those two Lots are both owned by that one Owner, the exclusive use and enjoyment of:

- (a) any non structural Common Property walls (including balcony deck walls) between those two Lots but only for the purpose of making openings in those non structural Common Property walls; and
- (b) the Common Property lobby area between those two Lots and may decorate and redecorate that Common Property lobby area at any time;

provided that; if and when that Owner ceases to be the Owner of those Lots, the Common Property lobby area must be returned to a standard and condition similar to or the same as the condition of the Common Property lobby area prior to any redecoration by the Owner, and any walls which the Owner has used for the exclusive use right in 30.1(b) must be returned to the same standard as prior to any wall opening being made.

30.2 Conditions

- (a) Prior to exercising an exclusive use right conferred under By-law 30.1(a) ("Exclusive right to make openings in internal wall and to use lobby area") the Owner must, if required, obtain the approval of:
 - (i) the Owners Corporation under By-law 19 (which must not be unreasonably withheld) ("Building Works & Alterations"); and
 - (ii) the Council or any other Government Agency including, without limitation, Sydney Harbour Foreshore Authority.
- (b) The Owner must give to the Owners Corporation at least ten Business Days notice before carrying out any works pursuant to By-law 30.1 ("Exclusive right to make openings in internal wall and to use lobby area"). This applies whether or not the approval of the Owners Corporation is required.
- (c) The notice under By-law 30.2(b) must describe the proposed work in sufficient detail for the Owners Corporation to ascertain:
 - (i) the estimated time period for the carrying out of the proposed works;
 - (ii) the nature and extent of the proposed works; and
 - (iii) whether any Common Property will be adversely affected.
- (d) The Owners Corporation may impose a condition of approval to the carrying out of proposed works associated with exclusive use By-law 30.1(a) ("Exclusive right to make openings in internal wall and to use lobby area"), that any one of the following be provided by the Owner:
 - (i) a certificate from a structural engineer that the proposed work will not have any adverse effect on Common Property or any Lot; and
 - (ii) evidence that appropriate insurances are in place in respect of the carrying out of the proposed works.
- (e) The Owner must permit the Owners Corporation to enter onto the area referred to in By-law 30.1(b) ("Exclusive right to make openings in internal wall and to use lobby area"):
 - (i) subject to the Owners Corporation using reasonable endeavours to cause as little inconvenience as possible to the Owner or Occupier of the Lots, for the purposes of the Owners Corporation carrying out work and services reasonably required to discharge or give effect to the Owners Corporation's obligations under the By-laws and in the general maintenance and management of the Building; and
 - (ii) during emergencies.

30.3 Carrying out of works

In carrying out the proposed works required to enjoy the exclusive use rights referred to in By-law 31.1 ("Exclusive right to make openings in internal wall and to use lobby area"), the Owner must:

- (a) ensure no damage occurs to services or pipes within the Building;
- (b) ensure that the works are carried out by suitably qualified or licensed persons to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) take all reasonable precautions to ensure that no damage is caused to the Common Property;
- (d) repair any damage caused to the Common Property as a result of the works; and
- (e) carry out the works promptly.

30.4 Consolidation

Subject to the two Lots being owned by the same Owner, if the Owner wishes to consolidate Lot 102 and Lot 103, the Owners Corporation must not unreasonably withhold its consent to the consolidation.

30.5 Maintenance

The owner who exercises the exclusive right conferred under By-law 30.1 ("Exclusive right to make openings in internal wall and to use lobby area") is responsible for the maintenance of and keeping that part of the openings made in the non structural Common Property wall and to use lobby area between the 2 Lots in a state of good and serviceable repair.

30.6 Further Conditions

The provisions of by law 25 ("Exclusive Use By-Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

31 Exclusive Use Rights – Lot 106

31.1 Exclusive right for seating area

- (a) The Owner of Lot 106 has the exclusive use and enjoyment of the Exclusive Use Seating Area for the sole purpose of outdoor seating for a café (**Permitted Purpose**) provided that Lot 106 is used primarily as a café.
- (b) The Owner of Lot 106:
 - (i) may place furniture or other items in the Exclusive Use Seating Area, such as umbrellas, waiter stations, gas heaters, and the like; and

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- (ii) may only place furniture or other items in the Exclusive Use Seating Area that comply with the requirements of the Outdoor Café Policy 1996 and any guidelines or standards for outdoor furniture set by the Owners Corporation; and
- (iii) must maintain all outdoor furniture in a physically sound and aesthetically pleasing condition; and
- (iv) ensure that any chairs used are able to be stacked or folded and are stored internally when not in use; and
- (v) must not affix any furniture or structure to the boardwalk; and
- (vi) must remove such furniture and other items referred to in by-law 31.1(b)(i) from the Exclusive Use Seating Area and store them in that Owner's Lot as soon as practicable after the close of business each day; and
- (vii) must ensure that use of the café and Exclusive Use Seating Area does not give rise to a nuisance or offensive noise; and
- (viii) must not place any signs, goods for sale or advertisement displays in or around the Exclusive Use Seating Area;
- (ix) must not place pot plants or planter boxes, affix or install permanent screens or barriers, or other like items around the perimeter of the Exclusive Use Seating Area, but can fence off the perimeter with temporary lightweight reasonable screens or chain and chain posts or similar removable barriers if required to enable Lot 106 to benefit from the Permitted Purpose; and
- (x) must not allow persons or devices which have the effect of spruiking in the café or in and around the Exclusive Use Seating Area; and
- (xi) must ensure that all patrons of the café have vacated the Outdoor Seating Area no later than 11.00pm;

provided that if any of the obligations imposed under this paragraph (b) are altered or removed by a variation of the development consent applying to Lot 106 or a new development consent applying to Lot 106, then the Owner of Lot 106 is released from these obligations as applicable.

- (c) The Owners Corporation may enter any part of Exclusive Use Seating Area at a reasonable time on notice given to the Owner of Lot 106 for the purpose of inspecting the area.
- (d) If at any time the use of Lot 106 by the Owner changes such that the use ceases to be primarily as a café, the Owner will not be entitled to exercise rights over the Exclusive Use Seating Area allocated to the Lot for the period that the use of the Lot is not primarily as a café.

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31.2 Maintenance and cleaning

- (a) The Owner of Lot 106 is responsible for the cost of maintaining, repairing and replacing the supplementary shade structure which shades the Exclusive Use Seating Area.
- (b) The Owner of Lot 106 is responsible for the cost of keeping the Exclusive Use Seating Area in a clean and tidy condition.

31.3 Conditions

The provisions of by law 25 ("Exclusive Use By Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

32 Air Conditioning

32.1 Air conditioning system

Owners and Occupiers have the exclusive use and enjoyment of the components of the water cooled packaged air conditioning system (including filter) within the plan area of that Owner or Occupier's Lot or ceiling space above that Owner or Occupier's Lot.

32.2 Maintenance of air conditioning system

Owners are responsible for the repair and maintenance of the components referred to in By-law 32.1 ("Air conditioning system").

32.3 Seawater plant and heat exchanger

The Residential Owners and the Commercial/Retail Owners have exclusive use of the seawater plant and heat exchanger located in the basement of the Building on Common Property.

32.4 Not used

32.5 Damage

Damage to the Common Property adjacent to the Air Conditioning Components caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

32.6 Indemnity

An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities 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 by the Owner or Occupier of a Lot of the rights conferred by this By-law.

33 Residential Lobby Areas

33.1 Use

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Authorised Users have the special privilege to use and enjoy the Residential Lobby Areas.

33.2 Commercial/Retail Users

Permitted Persons of the Commercial/Retail Lots can not access or use the Residential Lobby Areas.

33.3 Maintenance

The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Residential Lobby Areas in a state of good and serviceable repair.

33.4 Not used

33.5 Third party agreements

The Owners Corporation may make agreements with third parties about performing its obligations under this By-law.

34 Provision of Amenities or Services

34.1 Entering into arrangements

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

34.2 Conditions

If the Owners Corporation makes a determination referred to in this By-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, and the conditions on which, it will provide the amenity or service.

34.3 Providers to be qualified

The Owners Corporation must use reasonable endeavours to ensure that any arrangement entered into is with a suitably qualified or licensed person.

35 On-Site Manager

35.1 Types of agreements

The Owners Corporation may determine to enter into an agreement with a suitably qualified or licensed person under which that person may be responsible to:

- (a) monitor and provide a security presence;
- (b) provide access and assistance to visitors and staff of any Owner or Occupier;
- (c) provide a central point of collection and distribution of deliveries such as:
 - (i) mail;
 - (ii) dry cleaning;
 - (iii) food;
 - (iv) couriers; and
 - (v) general deliveries;
- (d) assist in the general building duties such as cleaning and maintenance of the Common Property;
- (e) coordinate and manage collection of garbage and recyclable materials; and
- (f) carry out any other duties that the Owners Corporation may decide are appropriate.

35.2 Terms of agreements

An agreement of the kind referred to in this By-law:

- (a) may be for a term of any duration considered by the Owners Corporation to be reasonable and permissible under the Act;
- (b) will be on market terms; and
- (c) may include a provision granting the person possession over part of the Common Property and any personal property vested in the Owners Corporation to enable the person to perform his or her duties.

35.3 Full or part time

The agreement may require the provision of an on-site manager on a full time or part time basis as determined by the Owners Corporation.

36 Public Access Areas

SP80052

36.1 Use

Parts of the Public Access Areas are subject to the Easements over the Common Property registered with the Strata Plan and are available for 24 hour use by:

- (a) the Owners Corporation;
- (b) Owners and Occupiers; and
- (c) members of the public.

36.2 Owners Corporation obligations

The Owners Corporation must comply with the Easements registered over the Common Property with the Strata Plan.

37 Maintenance Program

37.1 Maintenance Program

The Owners Corporation must:

- (a) implement and enforce the Maintenance Program; and
- (b) comply on time and at its cost with the Maintenance Program.

37.2 Levying of contributions

The Owners Corporation must budget and levy sufficient contributions on Owners of the Lots to comply with By-law 37.1 ("Maintenance Program").

38 Protecting the environment

The Owners Corporation must, at its cost, ensure that the use and occupation of the Strata Scheme complies with all Environmental Laws.

SP 80052

Schedule 1 Maintenance Program

This Schedule sets out the Maintenance Program in respect of this Lot pursuant to By-law 36 of these By-laws.

1 Definitions used in this Schedule

In this Schedule:

Business Day means a day other than a Saturday, Sunday or public holiday.

Commencement Date means the date of the registration of the Strata Plan.

Maintenance Plan means a plan prepared by a Qualified Person setting out the maintenance and/or remedial work required to be carried out in respect of the Marine Structures during the period until the next Review Date to assist the Owners Corporation to satisfy its maintenance, repair, yielding up and general obligations under these By-laws in relation to the Marine Structures. A Maintenance Plan may be a variation to or an update of the immediately prior Maintenance Plan.

Marine Structures means all boardwalk piles, substructures, seawalls and associated elements of the Parcel including embankments, tie backs, deadmen, pontoons, mooring points, boardwalk headstocks, boardwalk suspended decking and support structures and fendering.

Qualified Person means, in relation to a Maintenance Plan, a practicing structural engineer who is independent of the Landlord and the Owners Corporation with not less than five years experience in the design and construction of marine structures.

Review Date means:

- (a) five years after the date of a Maintenance Plan; or
- (b) if a Maintenance Plan specifies an earlier date as the next Review Date, that earlier date.

Structural Certificate means a certificate issued by a Qualified Person certifying the structural sufficiency of the Marine Structures which certificate may be subject to the completion of any works specified in that certificate.

2 The Maintenance Plan

- (1) The Owners Corporation must, at its own expense:
 - (a) within 12 months after the Commencement Date; and
 - (b) on or before each Review Date,

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cause a Maintenance Plan to be prepared.

- (2) The Owners Corporation must ensure that, in preparing each Maintenance Plan, the Qualified Person examines the physical condition of all Marine Structures.
- (3) The Maintenance Plan:
 - (a) must set out an effective maintenance and remedial work regime to assist the Owners Corporation to satisfy its maintenance, repair, yielding up and general obligations under these By-laws in relation to the Marine Structures;
 - (b) may set out maintenance and/or remedial work to be carried out in respect of the Marine Structures before the next Review Date and the date by which the relevant work should be carried out;
 - (c) may set out a date earlier than five years after its date as the next Review Date; and
 - (d) other than in relation to the first Maintenance Plan, must advise whether there has been any substantial non-compliance with the immediately prior Maintenance Plan.

3 Owners Corporation to Comply with Maintenance Plan

The Owners Corporation must, at its own expense, and at all times, perform and comply with the Maintenance Plan including by carrying out any maintenance and/or remedial work specified to be carried out in respect of the Marine Structures before the next Review Date.

4 Requirement for a Structural Certificate

The Owners Corporation must, at its own expense, and within 2 months after the date of each Maintenance Plan cause a Structural Certificate to be issued

5 Requirement to Keep Records

The Owners Corporation must ensure that all documents required pursuant to this Schedule, including each Maintenance Plan and each Structural Certificate, are kept and maintained at all times and are:

- (1) upon any written request being made by the Landlord, provided to the Landlord for inspection and review within 20 Business Days of the request; and
- (2) provided to the Landlord upon the expiration or earlier determination of these By-laws.

6 Landlord can Inspect

- (1) The Landlord can, at its own expense, and at any reasonable time, carry out its own inspection and review of the Lot and the

SP80052

Maintenance Plan for the purpose of evaluating the Owners Corporation's compliance with the Maintenance Plan.

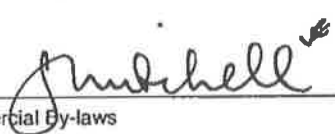
- (2) The Owners Corporation must provide the Landlord with access to the Lot on reasonable notice and at reasonable times for the purpose of subclause 6(1).

7 Consequences of Non-compliance with Maintenance Plan

- (1) The Owners Corporation acknowledges that if the Owners Corporation fails to comply with any requirement of a Maintenance Plan, the Landlord may take whatever action it deems appropriate to ensure compliance, including the issue of a notice to repair or rectify the breach within a reasonable period determined by the Landlord to be appropriate in the circumstances.
- (2) If the Owners Corporation fails to comply with the notice under subclause 7(1), the Landlord may arrange for the compliance with the relevant requirement of the Maintenance Plan at the Owners Corporation's cost.

8 No Liability by Landlord for Maintenance Plan

The Owners Corporation acknowledges that the Landlord accepts no responsibility or liability for the Maintenance Plan, and makes no representation as to the adequacy of a Maintenance Plan to enable the Owners Corporation to satisfy its obligations under these By-laws.



SP80052

Signing page

DATED: _____

SIGNED by JOHN MITCHELL)
as attorney for SYDNEY)
HARBOUR FORESHORE)
AUTHORITY under power of)
attorney registered book 4542 no. 61)
in the presence of:)

Signature of witness)

VICTORIA EDGE)
Name of witness (block letters))

40 - Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000

John Mitchell

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

REGISTERED



28.5.2008



LAND
REGISTRY
SERVICES

Order number: 64964681
Your Reference: DM:30104736:GILBERT
04/11/20 11:44



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 89/1121561

SEARCH DATE	TIME	EDITION NO	DATE
4/11/2020	11:44 AM	2	10/11/2011

LAND

LOT 89 IN DEPOSITED PLAN 1121561
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1121561

FIRST SCHEDULE

MARITIME AUTHORITY OF NSW

(TZ AG604835)

SECOND SCHEDULE (44 NOTIFICATIONS)

- 1 DP867854 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 2 DP867855 EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 3 DP876763 EASEMENT FOR ACCESS AND SERVICES 5.5 WIDE & VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP876763 EASEMENT FOR ACCESS AND SERVICES 5.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
DP1040073 RELEASED IN SO FAR AS IT AFFECTS THE SITE DESIGNATED (Z) IN DP1040073
- 5 DP867855 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 DP868787 EASEMENT FOR ACCESS VARIABLE WIDTH APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP876763 RIGHT OF CARRIAGEWAY 8 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP868787 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 9 DP876763 EASEMENT FOR ACCESS AND SERVICES 8 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 10 DP1040073 EASEMENT FOR PEDESTRIAN ACCESS AFFECTING THE PART(S)

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 4/11/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 89/1121561

PAGE 2

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1040073 EASEMENT FOR PEDESTRIAN ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 12 DP1040073 EASEMENT FOR ACCESS AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 13 DP1040073 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 14 DP1040073 EASEMENT FOR ACCESS LIMITED IN HEIGHT TO REDUCED LEVEL 2.5 AND UNLIMITED IN DEPTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 15 DP1040073 EASEMENT FOR ACCESS LIMITED IN HEIGHT TO REDUCED LEVEL 2.5 AND UNLIMITED IN DEPTH APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 16 DP1040073 EASEMENT FOR ACCESS AND RECREATION LIMITED IN DEPTH TO REDUCED LEVEL 2.5 AND UNLIMITED IN HEIGHT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 17 DP1040073 EASEMENT FOR ACCESS AND RECREATION ARE LIMITED IN DEPTH TO REDUCED LEVEL 2.5 AND UNLIMITED IN HEIGHT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 18 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 19 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 20 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT AND LIMITED IN HEIGHT TO REDUCED LEVEL 2.0 APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 21 DP1040073 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 22 DP1040073 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 23 DP1040073 EASEMENT FOR LIGHTING PURPOSES APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 24 DP1040073 EASEMENT FOR CAR PARKING PURPOSES REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
 - 25 AD780446 EASEMENT FOR ACCESS APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART DESIGNATED (U) IN DP1091132

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 89/1121561

PAGE 3

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- 26 DP1040073 EASEMENT FOR CRANE SWING (E) LIMITED IN DEPTH TO REDUCED LEVEL 15 AND UNLIMITED IN HEIGHT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 27 DP1040073 EASEMENT FOR CAR PARKING PURPOSES REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 28 DP1040073 EASEMENT FOR ACCESS AND WORKS APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 29 DP1040073 EASEMENT FOR SERVICE RECONNECTION AND RECONSTRUCTION AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 DP1040073 EASEMENT FOR SERVICE RECONNECTION AND RECONSTRUCTION APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 31 DP1121561 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 32 DP1121561 EASEMENT FOR SUPPORT AND ATTACHMENT 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 33 DP1121561 EASEMENT FOR WAVE BARRIERS 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 34 DP1121561 EASEMENT FOR SECURITY PURPOSES 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 35 DP1121561 EASEMENT FOR EAVES, STAIRS AND AWNING OVERHANG 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 36 DP1121561 EASEMENT FOR SUPPORT OF BOARDWALKS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 37 DP1121561 EASEMENT FOR SUPPORT OF BOARDWALKS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 38 DP1121561 EASEMENT FOR SERVICES 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 39 DP1121561 RIGHT OF ACCESS 5.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 40 DP1121561 EASEMENT FOR PUBLIC ACCESS (LIMITED IN STRATUM) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 41 DP1121561 EASEMENT FOR PUBLIC ACCESS (LIMITED IN STRATUM) 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 3 - CONTINUED OVER

PRINTED ON 4/11/2020



LAND
REGISTRY
SERVICES



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/11/2020 12:01

Order No. 64965230

Certificate No: 99380888

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AG690505

Available: Y

Size (KB): 32

Number of Pages: 2

Scan Date and Time: 20/12/2011 14:07

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AG690505M

[illegible]

Freehills

Registrar General
LPI
Queen's Square
SYDNEY

14 December 2011
Matter 81646768
By hand

Attention: Des Normoyle/Ivy Twist

Dear Sir/Madam

Certificates of Title – No Title Issued

We refer to the writer's telephone discussion with Des Normoyle earlier today and now enclose the following Certificates of Title in the name of Maritime Authority of NSW.

- 1, 3, 5, 8 and 9/876763; and
- 89 and 90/1121561.

As discussed, would you please destroy the enclosed Certificates of Title with a Departmental Dealing and note on the register that titles have not issued.

Would you please confirm receipt of these titles and also confirm to the writer once the Departmental Dealings has been registered.

Thank you for your assistance.

Yours sincerely



Alicia Albury
Executive Counsel
Freehills

+61 2 9225 5700
+61 405 223 584
alicia.albury@freehills.com

Receipt of the listed certificates of title is acknowledged

Doc 12482726.1

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 89/1121561

PAGE 4

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- 42 DP1121561 EASEMENT FOR ACCESS (LIMITED IN STRATUM) VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 43 DP1121561 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 44 SP80052 LEASEHOLD ESTATES CREATED UPON REGISTRATION OF
SP80052 AND LEASES AD982431 TO AD982547 INCLUSIVE.
LEASEHOLD TITLES HAVE BEEN ISSUED FOR CP/SP80052 AND
LOTS 1-116 IN SP80052. REGISTERED 28/05/2008 EXPIRES
27/05/2107

NOTATIONS

AG690505 NOTE: EDITION 2 PRODUCED AND DESTROYED

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 4/11/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/11/2020 11:45

Order No. 64964681

Certificate No: 99380130

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AD982460

Available: Y

Size (KB): 836

Number of Pages: 32

Scan Date and Time: 03/06/2008 14:03

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AD982460F

Form: 07L
Licence: 04-08-438
Licensee: Corrs Chambers Westgarth

LEASE
New South Wales
Real Property Act 1900

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

29/SP80052

currently 89/1121561

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
898S	LLPN:123648F Corrs Chambers Westgarth 1 Farrer Place SYDNEY NSW 2000 Tel (02) 9210 6500 Reference (optional): 9023871	L

(C) LESSOR

Sydney Harbour Foreshore Authority ABN 51 437 725 177 ("Landlord")

The Landlord (lessor) leases to the Tenant (lessee) the property referred to above.

(D)

Encumbrances (if applicable)

(E) LESSEE

Sydney Wharf Pty Limited ABN 90 082 731 566 ("Tenant")

(F)

TENANCY:

(G) 1. TERM: 99 years

2. **COMMENCING DATE:** 28 MAY 2008
3. **TERMINATING DATE:** 27 May 2107

4. With an **OPTION TO RENEW** for a period of NA set out in NA

5. With an **OPTION TO PURCHASE** set out in NA

6. Together with and reserving the **RIGHTS** set out in NA

7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.

8. Incorporates the provisions set out in **MEMORANDUM** filed/**LEASE** registered in the Department of Lands, Land and Property Information Division as No. NA.

9. The **RENT** is set out in clause 2 of Annexure A.

[Handwritten signatures and initials]

DATE: 28 MAY 2008

- (H) Certified correct for the purposes of the Real Property Act 1900 by Sydney Harbour Foreshore Authority. The seal of Sydney Harbour Foreshore Authority is affixed in the presence of:

Signature of witness:
See Annexure B.....

Signature of Chief Executive Officer
See Annexure B.....

Name of witness:
See Annexure B.....

Name of Chief Executive Officer
See Annexure B.....

- (H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence as an attorney for Sydney Wharf Pty Limited ABN 90 082 731 566 under Power of Attorney registered Book and No. .

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness:
See Annexure B

Signature of attorney:
See Annexure B

Name of witness:
See Annexure B

Attorney's name:
See Annexure B

Address of witness:
See Annexure B

Signing on behalf of:
See Annexure B

Power of attorney-Book: See Annexure B
-No.:

Annexure A to Lease dated 28 May 2008
between Sydney Harbour Foreshore Authority ABN 51 437 725 177 and Sydney Wharf Pty Limited ABN
90 082 731 566

Annexure A to Lease

Parties: Sydney Harbour Foreshore Authority (Landlord) to
 Sydney Wharf Pty Limited (Tenant)

Dated: 28 MAY 2008

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Handwritten signatures and notes:
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 32
 CS

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Sydney Wharf - Strata Residential Lot Lease

1 Interpretation

1.1 Definitions

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

Apartment means an apartment in the Strata Scheme.

Approvals means:

- (a) any approvals, consents or certificates; and
- (b) modifications of a development consent pursuant to section 96 of the EP&A Act; and
- (c) certificates under Part 4A of the EP&A Act; and
- (d) construction certificates under section 109C of the EP&A Act; and
- (e) occupation certificates under section 109C of the EP&A Act; and
- (f) complying development certificates referred to in section 85 of the EP&A Act; and
- (g) permits, endorsements, licences (including licences under the *Liquor Act 1982* (NSW)), conditions or Requirements,

and any variations to them which may be required by law or by adjoining owners in connection with the use or occupation of the Parcel or any works carried out on the Parcel.

Authorised Officer means in the case of the Landlord any person appointed by the Landlord to act as an Authorised Officer for the purpose of this Lease.

BBSW Rate means the average mid rate for bills which have a tenor of 90 days and which average rate is displayed on the page of the Reuters Monitor System designated "BBSW" on the day on which the interest is payable under this Lease or, if there is a manifest error in the calculation of that average rate or that average rate is not displayed by 10:30am (Sydney time) on that date, the rate specified in good faith by the Landlord's bankers at or around that time on that date having regard, to the extent possible, to the rates otherwise bid and offered for bills of that tenor at or around that time (including the sets of bid and offer rates for bills of that tenor displayed on that page "BBSW" at that time on that date) and if such rate does not exist then the prescribed rate of interest set by the *Supreme Court Act 1970* (NSW) and any applicable rules with respect to interest on debts under a judgment or order.

Building means the building or structures (or part) erected in the Parcel or which contains the Parcel.

Business Day means a day other than a Saturday, Sunday or public holiday.

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

Carspace means any carspace which forms part of the Lot.

Commencement Date is defined on the coversheet of this Lease

Common Property means the common property in the Strata Scheme.

Common Property Lease means the lease of the Common Property by the Landlord to the Owners Corporation.

Contamination means the presence in, on or under the Parcel of any substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality being a presence that presents a risk of harm to human health or any other aspect of the Environment. **Contaminant** or **Contaminate**, where used, have the corresponding meaning.

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

Environment includes all aspects of the surroundings of human beings.

Environmental Law means any law concerning the Environment and includes laws concerning:

- (a) the carrying out of uses, works or development or the subdivision of land; and
- (b) emissions of substances into the atmosphere, waters and land; and
- (c) pollution and Contamination of the atmosphere, waters and land; and
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste; and
 - (ii) hazardous substances; and
 - (iii) dangerous goods; and
- (e) threatened, endangered and other flora and fauna species; and
- (f) the health and safety of people,

whether made or in force before or after the date of this Lease.

EP&A Act means the Environmental Planning and Assessment Act 1979 (NSW).

Government Agency means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body or any accredited certifier or such person's successor or replacement pursuant to any law having jurisdiction over the Parcel.

Home Office means an Apartment which may be lawfully used as a residential apartment or a combined residential apartment/home office but not a commercial office in accordance with the terms of the relevant environmental planning instruments

Insurances means an insurance policy to be effected and maintained under clause 6 ("Insurance").

Land means the land to which the Strata Plan relates.

Landlord means the lessor defined on the coversheet of this Lease and also includes its successors and assigns and, where appropriate in the context, its agents, employees, invitees and licensees.

Lease means this lease.

Lot means the lot in the Strata Scheme subject to this Lease and referred to on the cover sheet of this Lease as the "Premises". References to "Lot" include an Apartment and any Carspace that forms part of the Lot.

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

Minister means the Minister responsible for the Landlord for the time being (if any).

Occupier means any person in lawful occupation of a Lot.

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

Parcel means the Common Property and the Lots in the Strata Scheme (including the Lot).

Public Access Areas means the areas in Sydney Wharf, including parts of Common Property, which are accessible and designated for public access according to the easements numbered 9 and 10 registered with DP1121561.

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

Requirements means any requirements, notices, orders or directions given to the Tenant or the Landlord by any Government Agency and includes conditions of a consent or an Approval.

Services means the services running through or servicing the Common Property including air, air conditioning, power, electricity, gas, water, sewerage, telecommunications, fire prevention equipment, fire sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

Shipping Activities means commercial shipping and commercial vessel activities including in the case of the wharves the loading and unloading of cargo and passengers and the berthing of vessels.

Strata Plan means the leasehold strata plan referred to on the coverpage of this Lease.

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

Sydney Wharf means the land and improvements in the Strata Scheme and the adjacent berthing strata scheme (and any lots or strata schemes into which those schemes are subdivided).

Tenant is defined on the coversheet of this Lease and includes its successors and assigns and where appropriate in the context its sub-tenants, agents, employees, officers, invitees, licensees and concessionaries and those persons who at any time are under the control of, and in or on the Lot, with the consent, express or implied, of the Tenant.

Tenant's Covenants means the obligations of the Tenant contained or implied in this Lease.

Tenant's Fixtures means those parts of the Tenant's Property which are capable of removal without substantial damage to the Lot excluding, without limitation, Services, any plant relating to air-conditioning, elevators, escalators, fire sprinklers, alarm systems and other items of a similar nature.

Tenant's Property means any improvements, structures, plant, equipment, machinery, fixtures and fittings, including all articles and items constructed, installed or brought into the Lot and owned or leased by or licensed to the Tenant.

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

1.2 Interpretation

In this Lease, unless the contrary intention appears a reference in this Lease to:

- (a) **(variations or replacements)** a document (including this Lease) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Lease;
- (c) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under

them, and consolidations, amendments re-enactments or replacements of any of them);

- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators or successors)** a particular person includes the person's executors administrators successors substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(meaning not limited)** the words "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (m) **(reference to anything)** any thing (including any amount) is a reference to the whole and each part of it;
- (n) **(Government Agency)** a body or authority includes a corporation, partnership, joint venture association, Government Agency or person serving the same function or acting in the same capacity as that body or Government Agency; and
- (o) **(calculation of time)** if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are inserted for convenience and do not affect the interpretation of this Lease.

1.4 Exclusion of statutory provisions

- (a) The covenants and powers implied in every lease by virtue of sections 84, 84A, 85, 133, 133A and 133B of the Conveyancing Act 1919 will

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

- (b) To the extent permitted by law the application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of rent, or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.
- (c) In this Lease words used in any of the forms of words in the first column of Part 2 of Schedule 4 to the *Conveyancing Act 1919* (NSW) do not imply a covenant under Section 86 of that Act.

1.5 Landlord's position as a Government Agency

If the Landlord is a Government Agency nothing in this Lease operates to restrict or otherwise affect the Landlord's statutory discretion in exercising its statutory powers as a Government Agency under the Development Act or all relevant Acts. In the event of any conflict between the unfettered discretion of the Landlord in the exercise of such powers on the one hand and the satisfaction and performance of the Landlord's obligations in this Lease on the other, the former will prevail.

1.6 Provisions to be construed as covenants

The provisions contained in this Lease which require or prescribe anything to be done or not to be done by a party are to be read and construed as covenants of this Lease which that party and its assigns agree with the other party to observe and perform.

1.7 Severability of provisions

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

1.8 Responsibility for others

If this Lease prohibits the Tenant from doing a thing, then:

- (a) the Tenant must do everything necessary to ensure that the Tenant's employees and agents, officers, contractors and invitees do not do that thing; and
- (b) the Tenant may not authorise or cause any person to do that thing.

2 Rates, Taxes and Levies

2.1 Rent

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

2.2 Rates, Taxes and Levies

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

2.3 Tenant to pay charges levied on Lot

The Tenant must pay:

- (a) charges for electricity, gas, oil, and water metered and consumed in or on the Lot; and
- (b) all charges in respect of any telephone or telecommunication services connected to the Lot; and
- (c) all other charges and impositions imposed by any public utility or Government Agency for the supply of any Service separately supplied to the Lot,

in respect of the Term, whether assessed during the Term or not and whether or not imposed on the Landlord or Tenant or the Lot.

3 Use of the Lot

3.1 Tenant to comply with laws and Requirements

The Tenant must comply on time, and at the Tenant's own expense, with all laws and Requirements in connection with:

- (a) the Lot; and
- (b) the Tenant's Property; and
- (c) the use or occupation of the Lot,

(whether or not any such laws or Requirements are addressed to or required to be effected by the Landlord or the Tenant) except to the extent that responsibility for compliance is imposed by law on the Owners Corporation.

3.2 Copies of Requirements

The Tenant must give the Owners Corporation a copy of any Requirement notified to or served on the Tenant.

3.3 Tenant to notify damage

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

3.4 Landlord not liable for fire control

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

3.5 Use of Apartment

Subject to clause 3.6 ("Use as Home Office"), the Tenant must not use an Apartment other than for residential use, without the written consent of the Landlord.

3.6 Use as Home Office

The Tenant may use an Apartment as a Home Office in accordance with:

- (a) any Requirements, restrictions and prohibitions set out in the By-Laws; and
- (b) any Requirements, restrictions or prohibitions of a Government Agency.

3.7 Use of Carspace

A Carspace may only be used by the Tenant or Occupier of the Lot.

3.8 No warranty as to use

The Landlord does not warrant that the Lot is suitable, or may be used, for any purpose. The Tenant represents and warrants that:

- (a) it has made its own appraisal of, and has satisfied itself in all respects in connection with, the suitability of the Lot for the Tenant's proposed use; and
- (b) has had the opportunity to investigate, and has accepted this Lease, with full knowledge of and subject to any prohibitions or restrictions applying to the Lot (including its use) under any laws or Requirements.

3.9 Tenant's obligations for consents

If an Approval of any Government Agency under any laws or Requirements is required for the use permitted under clauses 3.5 ("Use of Apartment") to 3.8 ("No warranty as to use") (inclusive), the Tenant must obtain that Approval at its own expense and may not by any act or omission cause such Approval to lapse or be revoked.

3.10 No noxious use

The Tenant must not during the Term permit any illegal act, trade, business, occupation or calling at any time during the Term to be exercised, carried on, permitted or suffered in, or on the Parcel.

3.11 Environmental control

The Tenant must comply with all Environmental Laws.

3.12 Securing of the Lot

The Tenant acknowledges that the Landlord is not responsible nor liable in any manner whatsoever (including any responsibility or liability for which the

Landlord might otherwise be responsible or liable because of the negligence on the part of the Landlord, its officers, servants, agents or contractors) for security of or within the Lot or in respect of any unauthorised entry to or misdemeanour within the Lot.

3.13 Supply failure

The Tenant agrees that the Landlord is not liable for, and releases the Landlord from, any liability, loss, injury, damage, cost or expense sustained by the Tenant or any other person at any time as a result of or arising in any way out of the interruption to or the failure of the Services enjoyed by the Tenant in conjunction with the Lot or this Lease (but excepting any interruption or failure caused or contributed to by the negligent or wilful act of the Landlord or the Landlord's officers, employees, agents or contractors).

3.14 Condition and use of Lot

The Tenant represents and warrants to the Landlord that, because of the Tenant's own inspection and enquiries, the Tenant:

- (a) is satisfied as to the nature, quality, condition and state of repair of the Lot; and
- (b) accepts the Lot as it is and subject to all defects (latent or patent) and all dilapidation and infestation.

3.15 Cleaning

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

3.16 No objection

The Tenant may not make any objection or claim for compensation because of anything in connection with:

- (a) any of the matters referred to in clause 3.14 ("Condition and use of Lot"); or
- (b) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Lot during the Term; or
- (c) the presence in or on the Parcel of Contamination; or
- (d) the condition, performance or existence or non-existence of Services.

3.17 Sydney Local Environmental Plan 2005

The Tenant cannot during the Term require the Sydney Harbour Foreshore Authority to acquire the Tenant's interest in any part of the Land pursuant to clause 127 of the Sydney Local Environmental Protection Plan 2005 or otherwise.

4 Maintenance, repair and works

4.1 Good repair

The Tenant must keep the Lot in good and serviceable repair having regard to the age of the Lot and, if applicable, the heritage nature of the Lot and the effect of fair wear and tear.

4.2 Renovation and refurbishment works

The Tenant may renovate or refurbish the Lot and the Tenant's Property in accordance with:

- (a) any Requirements, restrictions and prohibitions set out in the By-Laws; and
- (b) any Requirements, restrictions or prohibitions of a Government Agency.

4.3 Obligations during redevelopment

Clause 4.1 ("Good repair") does not apply during any redevelopment or reinstatement of the Lot which has been approved by the Landlord.

5 Quiet Enjoyment

5.1 Tenant's quiet enjoyment

Subject to clauses 5.2 ("Surrounding noise"), 5.3 ("No objection") and 5.4 ("Entry to the Lot") the Tenant while duly and punctually observing the Tenant's Covenants is entitled to peaceably possess and enjoy the Lot during the Term without disturbance from the Landlord or any person lawfully claiming through the Landlord except to the extent provided for in this Lease.

5.2 Surrounding noise

The Tenant acknowledges that it is aware that:

- (a) the Lot is within an inner city entertainment precinct; and
- (b) entertainment and promotional events or activities and public festivals (which may include fireworks) are conducted in that entertainment precinct (including on adjoining land but not extending to the Lot); and
- (c) because the Lot is in an entertainment precinct, the Lot is exposed to water and road traffic on a 24 hour basis; and
- (d) the waterways surrounding the Lot and wharves in Darling Harbour, Cockle Bay, Jones Bay and Pyrmont Bay are used for Shipping Activities on a 24 hour basis; and
- (e) the events, activities, festivals or Shipping Activities may temporarily interfere with the Tenant's quiet enjoyment of the Lot.

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5.3 No objection

The Tenant is not entitled to object to, or in any way obstruct the proper carrying out nor claim compensation in respect of Shipping Activities or the events, activities, festivals and Shipping Activities set out in clause 5.2 ("Surrounding noise").

5.4 Entry to the Lot

Nothing in clause 5.2(e) ("Surrounding noise") authorises any person (other than persons permitted or authorised under this Lease, any laws or rights of way) to enter the Lot.

5.5 Events

Nothing in clause 5.2 ("Surrounding noise") authorises the Landlord to carry out events, activities, festivals or Shipping Activities on the Lot.

6 Insurance

6.1 Tenant to insure

The Tenant must effect and maintain a policy indemnifying the Landlord in respect of its liability under clause 8.2(b) ("Release and indemnity by Tenant") for an amount of \$10 million for any one occurrence or for any other amount which the Landlord reasonably prescribes, being an amount not less than any minimum amount provided by the regulations under the Management Act.

6.2 Policies

The Tenant, in respect of all policies of Insurance which the Tenant must effect under this Lease, must:

- (a) ensure that the interests of the Landlord are covered where applicable; and
- (b) at the Landlord's request, lodge promptly with the Landlord a duplicate or certified copy of each policy and a copy of each renewal certificate; and
- (c) punctually pay all premiums in respect of the policy and its renewal; and
- (d) include a cross liability clause.

6.3 Full particulars

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

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6.4 Insurance not to be avoided

The parties must not do nor permit anything which prejudices any Insurance required under this clause 6 or causes a change in risk which results in an increase in the amount of the premium.

6.5 Periods of Insurance

The Tenant must maintain all the Insurances required under this Lease until the expiry or earlier termination of this Lease.

6.6 Failure to produce proof of Insurance

If after being requested in writing by the Landlord to do so, the Tenant fails to produce evidence of compliance with its obligations under this clause 6 within 10 Business Days of the date of receipt of the Landlord's notice (or the date it is deemed to be received under this Lease) to the satisfaction of the Landlord, the Landlord may effect and maintain any Insurances required to be effected under this Lease and pay the premiums. The amount paid is a debt due from the Tenant to the Landlord payable on demand.

6.7 Obligations not limited

The effecting of Insurances by the Landlord in accordance with clause 6.6 ("Failure to produce proof of Insurance"), does not limit the liabilities or obligations of the Tenant under this Lease.

6.8 Continuation of liability

Any liability of the Tenant under this clause 6 in respect of any act, matter or thing which arises before the expiration or termination of this Lease continues after its expiration or termination.

7 Inspection

7.1 Inspection

The Landlord may at any time on giving the Tenant reasonable notice (other than in an emergency or upon the default of the Tenant, when no notice is required) enter the Lot for purposes associated with the Landlord's right of entry under the Common Property Lease.

7.2 Limited inspections

The Landlord may not exercise the rights under clause 7.1 ("Inspection") more than twice in any 12 month period (other than in an emergency or upon the default of the Tenant).

7.3 Nature of rights

The exercise of the Landlord's rights under clause 7.1 ("Inspection") is not a breach of clause 5.1 ("Tenant's quiet enjoyment").

8 Release and indemnity

8.1 Tenant as owner

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

8.2 Release and indemnity by Tenant

Without limiting clause 8.1 ("Tenant as owner"), the Tenant:

- (a) agrees to occupy, use and keep the Lot at its own risk; and
- (b) releases and indemnifies, to the extent not excluded by law, the Minister, the Landlord and its employees and contractors from any claims and demands of every kind and liability which may arise in respect of:
 - (i) any damage to property or death of or injury to any person, of any nature in or arising out of the occupation or use of the Lot or the terms of this Lease, and in respect of loss of or damage to the Tenant's Property; and
 - (ii) any act or omission of the Tenant which might impose on or increase any liability of the Landlord in respect of the Building or the Parcel; and
 - (iii) any non-compliance by the Tenant, its agents or employees with the Requirements or Environmental Laws.

8.3 Tenant's indemnity not affected

The fact that the proceeds of the policy referred to in clause 6 ("Insurance") may not fully indemnify the Landlord or the Minister does not affect the amount of the Tenant's indemnity under clause 8.2(b) ("Release and indemnity by Tenant").

8.4 Negligence or default of Landlord

Despite any other provision in this clause 8, the releases, responsibilities and indemnities contained in this clause 8 do not apply with respect to any act, matter, thing or consequence to the extent that it was caused or contributed to by the negligence, default or misconduct of the Landlord or its agents, employees, invitees, contractors, licensees or Authorised Officers.

8.5 Continuation of liability

The obligations of the Tenant under clause 6 ("Insurance") and this clause 8 are continuing obligations, separate and independent from the other obligations of the Tenant and survive expiry or termination of this Lease. It is not necessary for the Landlord to incur expense or make payment before enforcing a right of indemnity conferred by this Lease.

9 Transfer

9.1 Transferee to notify Landlord

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

9.2 Transferor's obligations terminate

From the date of transfer of this Lease, the obligations of the transferor to the Landlord under this Lease terminate except in respect of any obligations under clause 8.5 ("Continuation of liability") or any breach of the Tenant's Covenants existing at the date of the transfer.

9.3 Acknowledgment

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

9.4 Transfer to Maritime Authority of NSW

The Tenant acknowledges that the Sydney Harbour Foreshore Authority, the Landlord on the Commencement Date, will transfer the Land and its interest in this Lease to the Maritime Authority of NSW.

9.5 Landlord may transfer

The Landlord may at any time during the Term transfer or assign its interests in this Lease without the Tenant's consent.

9.6 Change of Landlord

If the Landlord transfers the Land or transfers or assigns its interests in this Lease so that the Tenant becomes obliged to perform its obligations under this Lease in favour of another person, then:

- (a) the Landlord is released from its obligations under this Lease arising after it ceases to be the landlord;
- (b) in order to discharge its obligations under clause 6.2(a) ("Policies"), the Tenant must notify its insurer that the transfer has occurred; and
- (c) the Landlord must procure the assignee or transferee to enter into and be bound by any consents given by the Landlord pursuant to this Lease.

9.7 Head lease or other interests

The Tenant must permit persons having an estate or interest in the Lot superior to or concurrent with the Landlord's to exercise the Landlord's or that other person's rights and otherwise perform their obligations in connection with the Lot.

9.8 Easements

- (a) The Tenant acknowledges that at the date of this Lease all:
- (i) easements and restrictions on use and positive covenants in relation to the Parcel;
 - (ii) the agreements and arrangements in relation to the Parcel;
 - (iii) the rights and privileges in relation to the Parcel; and
 - (iv) necessary dedications of land,
- which are or may be:
- (v) required by a Government Agency or an service provider; or
 - (vi) necessary or desirable for the proper management of the Parcel, Sydney Wharf, part of Sydney Wharf or any adjoining land,
- may not have been created or established.
- (b) The Tenant must not object to the creation or establishment of anything set out in clause 9.8(a) unless such creation or establishment would substantially and adversely interfere with or lessen the enjoyment of rights granted to the Tenant under this Lease.
- (c) Subject to clause 9.8(b), the Tenant must consent to and sign any documents which may be necessary to create, establish or otherwise give effect to anything set out in clause 9.8(a).

10 Common Property Lease and By-Laws

10.1 Tenant's obligations

The Tenant must not do anything to prevent:

- (a) compliance by the Owners Corporation with the Common Property Lease; or
- (b) the exercise by the Landlord of the Landlord's rights under the Common Property Lease.

10.2 Complying with By-Laws

In addition to its other obligations in this Lease, the Tenant must:

- (a) comply with the By-Laws; and
- (b) use reasonable endeavours to ensure that an Occupier complies with the By-Laws; and

- (c) obtain all necessary consents under the By-Laws before carrying out works or doing anything else for which consent is required under the By-Laws; and
- (d) comply with any other obligations imposed on the Tenant from time to time.

10.3 Tenant responsible for Occupiers

The Tenant must:

- (a) include in any sub-lease or other agreement with an Occupier provisions requiring the Occupier to refrain from breaching the By-Laws; and
- (b) use reasonable endeavours to ensure that an Occupier refrains from breaching the By-Laws.

11 Public Access Areas

11.1 Use

The Public Access Areas are, subject to the easements over the Common Property registered with DP1121561, available for 24 hour use by:

- (a) the Owners Corporation;
- (b) owners and occupiers of lots in Sydney Wharf; and
- (c) members of the public.

11.2 Obligations

The Tenant acknowledges that the Owners Corporation must comply with the easements over the Common Property registered with DP1121561.

11.3 Access

The Tenant acknowledges that the Public Access Areas are available for use and are dealt with in the easements over the Common Property registered with DP1121561.

12 Yielding Up

12.1 Removal of Tenant's Fixtures

The Tenant may, with the consent of the Landlord, remove the Tenant's Fixtures from the Lot, 6 months before the end of the Term.

12.2 Yielding up

No later than on termination of this Lease, the Tenant must:

- (a) surrender peaceably and yield up the Lot in a condition consistent with compliance with the Tenant's Covenants in this Lease; and
- (b) remove from the Lot any moveable articles not forming part of the Tenant's Fixtures; and
- (c) repair any damage cause by the removal of the Tenant's Fixtures, or the property referred to in clause 12.2(b).

12.3 Purchase of Tenant's Fixtures not to be removed

If the Landlord does not give its consent to the removal of any part of the Tenant's Fixtures under clause 12.1 ("Removal of Tenant's Fixtures"), the Landlord must purchase that part by paying to the Tenant in respect of that part, an amount equal to the excess of the value of that part after removal from the Lot over the likely cost of the removal. If a dispute arises under this clause 12.3, it must be resolved under clause 15 ("Disputes").

13 Goods and Services Tax

13.1 Amounts otherwise payable do not include GST

All Payments, including all rent and other charges expressed or determined to be payable under this Lease, have been set or determined without regard to the impact of GST.

13.2 Liability to pay any GST

- (a) If the whole or any part of a Payment by a party (including amounts referred to in clause 13.3) is the consideration for a Taxable Supply, the GST Amount in respect of the Payment must be paid to the payee as an additional amount, at the same time and in the same manner as the Payment is otherwise payable or as otherwise agreed in writing.
- (b) If any Supply made by a party under or in connection with this Lease is subject to GST, the party receiving the Supply must, subject to clause 13.4, pay to the party making the Supply an amount on account of GST, such amount to be in addition to the consideration for the Supply and to be calculated by multiplying the consideration by the prevailing GST rate.

13.3 Reimbursements

If this Lease requires a party to pay for, reimburse or contribute to any expense or liability (reimbursable expense) incurred by the other party (payee) to a third party, the amount to be paid, reimbursed or contributed shall be reduced by the amount of the Credit.

13.4 Tax invoice

A party receiving a payment or a Supply under clause 13.2 ("Liability to pay any GST") must provide a valid Tax Invoice to the party from which a payment is received.

13.5 Adjustments

If an Adjustment Event arises in relation to a Supply, then the supplying party must issue an Adjustment Note, and, as appropriate:

- (a) in the case of an Increasing Adjustment for the supplying party, the receiving party must pay to the supplying party the amount by which the Corrected GST Amount exceeds the Previously Attributed GST Amount; and
- (b) in the case of a Decreasing Adjustment for the supplying party, the supplying party must refund to the receiving party the amount by which the Previously Attributed GST Amount exceeds the Corrected GST Amount.

13.6 Indemnity

A party making payment under clause 13.2 or clause 13.5 ("payer") must indemnify and keep indemnified the party receiving payment ("payee") under that clause for any cost, expense, fine or liability incurred by the payee as a result of a breach of clause 13.2 or clause 13.5 by the payer.

13.7 Definitions

In this Lease:

- (a) **Acquisition, Adjustment Event, Adjustment Note, Corrected GST Amount, Decreasing Adjustment, GST, GST Exclusive Market Value, Increasing Adjustment, Input Tax Credit, Previously Attributed GST Amount, Supply, Taxable Supply, Tax Invoice and Tax Period** have the meanings they each have in the GST Law.
- (b) **Credit** means the Input Tax Credit to which the payee is entitled in respect of the reimbursable expense, or, if the amount to be paid, reimbursed or contributed under clause 13.2 is a proportion of the reimbursable expense, a proportion of the Input Tax Credit that is the same proportion that the amount to be reimbursed bears to the reimbursable expense.
- (c) **GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is consideration for a Taxable Supply) by the appropriate rate of GST (being 10% when the GST Law commenced).
- (d) **GST Law** has the same meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulation made under that Act.
- (e) **Payment** means:
 - (i) the amount of any monetary consideration (other than a GST Amount payable under this clause 13); and

- (ii) the GST Exclusive Market Value of any non-monetary consideration

paid or provided by one party to another for any Taxable Supply made under or in connection with this Lease and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

14 General

14.1 Tenant not agent of Landlord

The Tenant must not:

- (a) in connection with the Lot or otherwise directly or indirectly hold out or permit to be held out to any member of the public, any statement, act, deed, matter or thing indicating that the Lot is managed or supervised by the Landlord or the Minister; or
- (b) act as or represent itself to be the agent of the Landlord or the Minister.

14.2 Relationship of parties

Nothing in this Lease will be deemed to create, or construed as creating, the relationship of partnership, or of principal and agent, or of joint venture between the Landlord and the Tenant. The relationship between the Landlord and Tenant is that of lessor and lessee only.

14.3 Waiver

- (a) No waiver by the Landlord of any breach of any covenant obligation or provision in this Lease contained or implied will operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied.
- (b) A provision of this Lease or a right under this Lease is only waived or varied if the waiver or variation is in writing and signed by the party to be bound.

14.4 Costs

The Tenant must pay the Landlord's reasonable legal costs and all duties, fees, charges and expenses in respect of:

- (a) any application for the consent or approval of the Landlord under the Lease;
- (b) any breach of the Tenant's Covenants; and
- (c) the exercise of any right (including in connection with the actual enforcement or preservation of any rights under this Lease), waiver, variation, power, privilege, authority or remedy of the Landlord in

respect of the Lease if ordered by any Government Agency or court or determined pursuant to the Management Act; and

- (d) taxes and fees (including registration fees) and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with this Lease or a payment or receipt or any other transaction contemplated by this Lease excluding any fine or penalty incurred due to the default of the Landlord,

including in each case reasonable legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

14.5 Independent consultants

The Tenant agrees that the costs, charges and expenses referred to in clause 14.4 ("Costs") include those payable to any independent consultant or other person appointed to evaluate any matter of concern or the Landlord's agent and the Landlord's reasonable administration costs in connection with any event referred to in clause 14.4 ("Costs").

14.6 Tenant to pay cost of work

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

14.7 No merger

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

14.8 Governing law

This Lease is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

14.9 Consents

Any consent or approval of the Landlord which the Tenant requires under the Lease to do or execute any act, matter or thing must be in writing and must be given (whether conditionally or unconditionally) or withheld by the Landlord acting reasonably and no later than 30 days after a proper request had been made by the Tenant.

14.10 Signing consents

Consents or approvals by the Landlord may be signed by the Authorised Officer or any other person authorised by the Landlord for that purpose from time to time.

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14.11 Set-off

The Landlord may set off any amount owing by it to the Tenant under this Lease against any amount owing by the Tenant to the Landlord.

14.12 Further assurances

If asked by the Landlord, then the Tenant must, at its own expense:

- (a) execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the Tenant and its successors under this Lease; and
- (b) use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this Lease.

14.13 Antecedent breaches and obligations

The expiry or termination of this Lease does not affect:

- (a) the rights of the parties to this Lease in respect of another party's breach which occurs before expiry or termination; or
- (b) the Tenant's obligations to:
 - (i) make payments under this Lease which fall due before expiry or termination; or
 - (ii) provide information to the Landlord to enable it to calculate the payments in clause 14.13(b)(i).

14.14 Compensation under the Development Act

The Tenant is not entitled to claim any freehold interest in the Parcel or the Lot or to receive any compensation under section 37(1)(c) of the Development Act from the Landlord on the expiry or earlier termination of this Lease.

14.15 Resumption

Without prejudice to any statutory right of the Tenant to receive compensation for resumption, nothing contained in this Lease is deemed to preclude or prevent the exercise of any statutory right of resumption affecting the Lot at any time during the Term.

14.16 Supervening legislation

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

14.17 Development Act and Management Act

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

14.18 Minister's approval

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

14.19 Further construction

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

14.20 Notices

Subject to clause 14.21 ("Email communications will not effect service"), without prejudice to any other means of service, any notice, demand requisition, consent or election required to be served will be sufficiently served on the Tenant if signed by an Authorised Officer for the time being of the Landlord his or her delegate and:

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

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

For the purpose of this clause 14.20, communications sent by email are taken to be signed by the sender.

14.21 Email communications will not effect service

Despite clauses 14.20 ("Notices") and 14.23 ("Receipt of notice"), unless otherwise agreed by the parties, any email communication given under this Lease will not effect service of a notice which is required under this Lease.

14.22 Notice to take effect

Communications take effect from the time they are received or taken to be received under clause 14.23 ("Receipt of Notice") (whichever happens first) unless a later time is specified.

14.23 Receipt of notice

Communications are taken to be received:

- (a) if sent by post, three Business Days after posting (or seven Business Days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) if sent by email;

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- (i) when the sender receives an automated message confirming delivery; or
- (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

14.24 Address details

Unless otherwise notified in writing, the Landlord's address for service is:

Address: Level 6, 66 Harrington Street, The Rocks NSW 2000

Facsimile No: (02) 9240 8000

Email: John.Mitchell@shfa.nsw.gov.au

The Tenant's address for service is the address for service as recorded in the Land and Property Information Office (NSW) records from time to time.

Following the transfer contemplated in clause 9.4 ("Transfer to Maritime Authority of NSW"), the Maritime Authority of NSW will be the Landlord and the Landlord's address for service will be:

Address: Level 11, 207 Kent Street, Sydney NSW 2000 .

Facsimile No: (02) 9364 2321

Email: slawton@maritime.nsw.gov.au

14.25 Archaeological ruins

Any archaeological ruins found within the Parcel remain the property of the Landlord.

14.26 Interest on money due

The Tenant must pay the Landlord on demand interest on any money due to the Landlord under this Lease at the rate of 2 per cent per annum above the BBSW Rate or, if that rate is not available the rate the Landlord reasonably determines is appropriate.

14.27 No derogation from grant

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

15 Disputes

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

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

EXECUTED as a deed

Annexure B - Signing Page

Parties: Sydney Harbour Foreshore Authority (Landlord) to
Sydney Wharf Pty Limited (Tenant)

Dated: 28 MAY 2008

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

Signature of delegate

Signature of witness

Name of witness (BLOCK LETTERS)

SIGNED by Mark Daniel Jacobs
as attorney for **SYDNEY WHARF
PTY LIMITED (ABN 90 082 731
566)** under power of attorney
registered book **454-0**
no. **460** in the presence of:

Signature of witness

CLAUDIA ANA MANGEL
Name of witness (block letters)

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

Annexure B - Signing Page

Parties: Sydney Harbour Foreshore Authority (Landlord) to
Sydney Wharf Pty Limited (Tenant)


Dated: 28 MAY 2008

Executed by the Landlord:

SIGNED, SEALED AND
DELIVERED by *Nicholas*
P. P. P. as attorney for
SYDNEY HARBOUR
FORESHORE AUTHORITY under
power of attorney registered book
4542 no. 61 in the presence of:


Signature of witness

Colin Wong
Name of witness (block letters)


By executing this deed the attorney
states that the attorney has received
no notice of revocation of the power
of attorney

CM

32 of 32





**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/11/2020 11:46

Order No. 64964681

Certificate No: 99380131

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AD982431

Available: Y

Size (KB): 1411

Number of Pages: 47

Scan Date and Time: 03/06/2008 14:03

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

Form: 07L
Licence: 04-08-438
Licensee: Corrs Chambers Westgarth

LEASE
New South Wales
Real Property Act 1900



AD982431N

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

CP/SP80052

Currently 89/1121561

(B) LODGED BY

Delivery Box 898S	Name, Address or DX and Telephone LLPN:123648F Corrs Chambers Westgarth 1 Farrer Place SYDNEY NSW 2000 Tel (02) 9210 6500 Reference (optional): 9023871	CODE L
-----------------------------	---	----------------------

(C) LESSOR

Sydney Harbour Foreshore Authority ABN 51 437 725 177 ("Landlord")

The Landlord (lessor) leases to the Tenant (lessee) the property referred to above.

(D)

Encumbrances (if applicable)

(E) LESSEE

The Owners – Strata Plan No. 80052 ("Tenant")

(F)

TENANCY:

(G) 1. TERM: 99 years

2. COMMENCING DATE: *28 MAY 2008*

3. TERMINATING DATE: *27 May 2107*

4. With an OPTION TO RENEW for a period of NA set out in NA

5. With an OPTION TO PURCHASE set out in NA

6. Together with and reserving the RIGHTS set out in NA

7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.

8. Incorporates the provisions set out in **MEMORANDUM** filed/**LEASE** registered in the Department of Lands, Land and Property Information Division as No. NA.

9. The RENT is set out in clause 2 of Annexure A.

Mitchell
cu

DATE: 28 MAY 2008

- (H) Certified correct for the purposes of the Real Property Act 1900 by Sydney Harbour Foreshore Authority. The seal of Sydney Harbour Foreshore Authority is affixed in the presence of:

Signature of witness:
See Annexure D.....

Signature of Chief Executive Officer
See Annexure D.....

Name of witness:
See Annexure D.....

Name of Chief Executive Officer
See Annexure D.....

- (H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence as an attorney for Sydney Wharf Pty Limited ABN 90 082 731 566 under Power of Attorney registered Book and No. .

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness:
See Annexure D

Signature of attorney:
See Annexure D

Name of witness:
See Annexure D
Address of witness:
See Annexure D

Attorney's name:
See Annexure D
Signing on behalf of:
See Annexure D
Power of attorney-Book: See Annexure D
-No.:

Annexure A to Lease dated 28 May 2008
between Sydney Harbour Foreshore Authority ABN 51 437 725 177 and Sydney Wharf Pty Limited ABN
90 082 731 566

Thibault
aw

Annexure A to Lease

Parties: Sydney Harbour Foreshore Authority (Landlord) to
Owners Corporation (Tenant)

Dated:

28 MAY 2008

Commencement Date: Date of registration of the Strata Plan

Expiry Date: 99 years (less one day) after the Commencement Date

**Parties: Sydney Harbour Foreshore Authority (Landlord) to the
 Owners Corporation (Tenant)**

Dated:

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1 Interpretation

1.1 Definitions

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

Approvals means:

- (a) any approvals, consents or certificates; and
- (b) modifications of a development consent pursuant to section 96 of the EP&A Act; and
- (c) certificates under Part 4A of the EP&A Act; and
- (d) construction certificates under section 109C of the EP&A Act; and
- (e) occupation certificates under section 109C of the EP&A Act; and
- (f) complying development certificates under section 85 of the EP&A Act; and
- (g) permits, endorsements, licences (including licences under the *Liquor Licensing Act 1982* (NSW)), conditions or Requirements

and any variations to them which may be required by law or by adjoining owners in connection with the use or occupation of the Strata Scheme or any works carried out on the Strata Scheme.

Authorised Officer means in the case of the Landlord, a person appointed by the Landlord to act as an authorised officer for the purpose of this Lease.

BBSW Rate means the average mid rate for bills which have a tenor of 90 days and which average rate is displayed on the page of the Reuters Monitor System designated "BBSW" on the day on which the interest is payable under this Lease or, if there is a manifest error in the calculation of that average rate or that average rate is not displayed by 10:30am (Sydney time) on that date, the rate specified in good faith by the Landlord's bankers at or around that time on that date having regard, to the extent possible, to the rates otherwise bid and offered for bills of that tenor at or around that time (including the sets of bid and offer rates for bills of that tenor displayed on that page "BBSW" at that time on that date) and if such rate does not exist then the prescribed rate of interest set by the *Supreme Court Act 1970* (NSW) and any applicable rules with respect to interest on debts under a judgment or order.

Boardwalk means that part of the Common Property identified in the plan comprising Annexure B to this Lease.

Building means the building or structures (or part) erected in the Parcel or which contains the Parcel.

Business Day means a day other than a Saturday, Sunday or public holiday.

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

Commencement Date is defined on the coversheet of this Lease.

Common Property means the common property in the Strata Scheme.

Contamination means the presence in, on or under the Land or the Parcel of any substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality being a presence that presents a risk of harm to human health or any other aspect of the Environment. **Contaminant** or **Contaminate**, where used, have the corresponding meaning.

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

Easements means any easement, restriction on the use of land, positive covenant or affectation which benefits the Parcel.

Environment includes all aspects of the surroundings of human beings.

Environmental Law means any law concerning the Environment and includes laws concerning:

- (a) carrying out of uses, works or development or the subdivision of land; and
- (b) emissions of substances into the atmosphere, waters and land; and
- (c) pollution and Contamination of the atmosphere, waters and land; and
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste; and
 - (ii) hazardous substances; and
 - (iii) dangerous goods; and
- (e) threatened, endangered and other flora and fauna species; and
- (f) the health and safety of people,

whether made or in force before or after the date of this Lease.

EP&A Act means the Environmental Planning and Assessment Act 1979 (NSW).

Expiry Date is defined on the coversheet of this Lease.

Government Agency means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body or any accredited certifier or such person's successor or replacement pursuant to any law having jurisdiction over the Parcel.

Improvements means all Marine Structures and other structures and buildings from time to time on the Parcel.

Insurances means an insurance policy to be effected and maintained under clause 6 ("Insurance").

Land means the land to which the Strata Plan relates.

Landlord means the lessor defined on the coversheet of this Lease and also includes its successors and assigns and, where appropriate in the context, its agents, employees, invitees and licensees.

Lease means this lease.

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

Maintenance Provisions means the maintenance provisions set out in schedule 1 to this Lease.

Management Act means the Strata Schemes Management Act 1996.

Marine Structures means all boardwalk piles, substructures, seawalls and associated elements of the Parcel including embankments, tie backs, deadmen, pontoons, mooring points, boardwalk headstocks, boardwalk suspended decking and support structures and fendering.

Minister means the Minister responsible for the Landlord for the time being (if any).

Occupier means any person in lawful occupation of a Lot.

Owner means:

- (a) the lessee (as that term is defined in the Development Act) for the time being of a leasehold interest in the whole or part of a Lot; and
- (b) the mortgagee in possession of a Lot.

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

Parcel means the Common Property and the Lots.

Public Access Areas means the areas in Sydney Wharf, including parts of Common Property, which are accessible and designated for public access according to the Easements numbered 9 and 10 registered with DP1121561, including the Boardwalk and those areas shown on the Public Access Areas Plan.

Public Access Areas Plan means the plan comprising Annexure C.

Rates, Taxes and Levies means all rates, taxes, assessments, charges, duties and fees imposed by any Government Agency and levies imposed under the By Laws or by the Owners Corporation under the Management Act together with any interest, fines and penalties in connection with any of them.

Requirements means any requirements, notices, orders or directions given to the Tenant or the Landlord by any Government Agency and includes conditions of a consent or an Approval.

Services means the services running through or servicing the Common Property including air, air conditioning, power, electricity, gas, water, sewerage, telecommunications, fire prevention equipment, fire sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

Shipping Activities means commercial shipping and commercial vessel activities including in the case of the wharves the loading and unloading of cargo and passengers and the berthing of vessels.

Strata Plan means the leasehold strata plan referred to on the coversheet of this Lease.

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

Sydney Wharf means the land and improvements in the Strata Scheme and the adjoining berthing strata scheme (and any lots or strata schemes into which those schemes are subdivided).

Tenant is defined on the cover sheet of this Lease and where appropriate in the context means its agents, employees, officers, sub-tenants, invitees, licensees, concessionaires and those persons who at any time are under the control of, and in or on the Common Property, with the consent, express or implied, of the Tenant.

Tenant's Covenants means the obligations of the Tenant contained or implied in this Lease.

Tenant's Fixtures means those parts of the Tenant's Property which are capable of removal without substantial damage to the Common Property excluding, without limitation, Services, any plant relating to air-conditioning, elevators, escalators, fire sprinklers, alarm systems and other items of a similar nature.

Tenant's Property means all plant and equipment, fixtures, fittings, furniture, furnishings, decorations (including partitions, curtains, blinds, floor coverings, signs which are painted or erected on or fixed to the outside of the Common Property, light fittings and other fittings connected to Services) and other property not owned by the Landlord which the Tenant or any person from whom the Tenant has taken an assignment of this Lease brings on to the Common Property or fixes to the Common Property.

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

Totally Destroyed means destroyed or damaged so extensively that in the reasonable opinion of the Landlord it would be impractical or not commercially viable to make good such damage.

1.2 Interpretation

In this Lease, unless the contrary intention appears, a reference in this Lease to:

- (a) **(variations or replacements)** a document (including this Lease) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Lease;
- (c) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes the person's executors administrators successors, substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(meaning not limited)** the words "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (m) **(reference to anything)** any thing (including any amount) is a reference to the whole and each part of it;

- (n) **(Government Agency)** a body or Government Agency includes a corporation, partnership, joint venture association, Government Agency or person serving the same function or acting in the same capacity as that body or Government Agency; and
- (o) **(calculation of time)** if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

1.3 Headings

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

1.4 Exclusion of statutory provisions

- (a) The covenants, powers and provisions implied in leases by virtue of sections 84, 84A, 85, 86, 133A and 133B of the *Conveyancing Act* 1919 (NSW) do not apply to this Lease.
- (b) To the extent permitted by law the application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of rent, or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.
- (c) In this Lease words used in any of the forms of words in the first column of Part 2 of Schedule 4 to the *Conveyancing Act* 1919 (NSW) do not imply a covenant under Section 86 of that Act.

1.5 Landlord's position as a Government Agency

If the Landlord is a Government Agency nothing in this Lease operates to restrict or otherwise affect the Landlord's statutory discretion in exercising its statutory powers as a Government Agency under the Development Act or all relevant Acts. In the event of any conflict between the unfettered discretion of the Landlord in the exercise of such powers on the one hand and the satisfaction and performance of the Landlord's obligations in this Lease on the other, the former will prevail.

1.6 Provisions to be construed as covenants

The provisions contained in this Lease which require or prescribe anything to be done or not to be done by a party are to be read and construed as covenants of this Lease which that party and its assigns agree with the other party to observe and perform.

1.7 Severability of provisions

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

1.8 Reference to this Lease

A reference to this Lease includes the schedules and annexures to this Lease.

1.9 Responsibility for others

If this Lease prohibits the Tenant from doing a thing, then:

- (a) the Tenant must do everything necessary to ensure that the Tenant's employees and agents, officers, contractors and invitees do not do that thing; and
- (b) the Tenant may not authorise or cause any person to do that thing.

1.10 Nature of tenancy

The Landlord and the Tenant acknowledge and agree that this Lease is for a term of 99 years and the Tenant:

- (a) without limiting clauses 2 ("Rent, Rates, Taxes and Levies"), must pay all costs and expenses in relation to the Common Property and the Landlord has no responsibility or obligation in that regard except as expressly provided to the contrary in this Lease; and
- (b) takes and is subject to the same responsibilities and liabilities in regard to the Common Property including in respect of:
 - (i) persons, property, costs, expenses and otherwise; and
 - (ii) capital or structural works, repairs and maintenance,

which the Tenant would take and be subject to if the Tenant were the owner of the Common Property, and the provisions of this Lease are to be read, interpreted and applied in the context of and incorporating those principles. The express provisions of this Lease do not limit the scope of this clause 1.10.

2 Rent, Rates, Taxes and Levies

2.1 Rent

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

2.2 Rates, Taxes and Levies

The Tenant must pay on time Rates, Taxes and Levies in relation to the Common Property.

2.3 Tenant to pay charges levied on Common Property

The Tenant must pay:

- (a) charges for electricity, gas, oil, and water metered and consumed in or on the Common Property; and
- (b) all charges in respect of any telephone or telecommunication services connected to the Common Property; and

- (c) all other charges and impositions imposed by any public utility or Government Agency for the supply of any Service separately supplied to the Common Property,

in respect of the Term, whether assessed during the Term or not and whether or not imposed on the Landlord or the Tenant or the Common Property.

3 Use of the Common Property and the Building

3.1 Tenant to comply with laws and Requirements

The Tenant must comply on time, and at the Tenant's own expense with all laws and Requirements in connection with:

- (a) the Common Property and the Building; and
- (b) the Tenant's Property; and
- (c) the use or occupation of the Common Property.

(whether or not any such laws or Requirements are addressed to or required to be effected by the Landlord or the Tenant).

3.2 Landlord not liable for fire control

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

3.3 Use

The Common Property must only be used for its intended purpose as common property in a strata scheme and appropriate uses ancillary to the permitted use under the leases in respect of the Lots.

3.4 No warranty as to use

The Landlord does not warrant that the Common Property is suitable, or may be used, for any purpose. The Tenant represents and warrants that:

- (a) it has made its own appraisal of, and has satisfied itself in all respects in connection with, the suitability of the Common Property for the Tenant's proposed use; and
- (b) has had the opportunity to investigate, and has accepted this Lease, with full knowledge of and subject to any prohibitions or restrictions applying to the Common Property (including its use) under any laws or Requirements.

3.5 Tenant's obligations for consents

If an Approval of any Government Agency under any laws or Requirements is required for the use permitted under clause 3.3 ("Use"), the Tenant must obtain that Approval at its own expense and may not by any act or omission cause such Approval to lapse or be revoked.

3.6 No noxious use

The Tenant must not during the Term permit any illegal act, trade, business, occupation or calling at any time during the Term to be exercised carried on, permitted or suffered in, or on the Parcel.

3.7 Defective facilities

The Tenant must not allow the use of any part of the Common Property which the Tenant knows or has reason to suspect has become seriously defective, unsafe or faulty.

3.8 Cleaning

The Tenant must keep the Common Property clean and free from rubbish.

3.9 Sydney Local Environmental Plan 2005

The Tenant cannot during the Term require the Sydney Harbour Foreshore Authority to acquire the Tenant's interest in any part of the Land pursuant to clause 127 of the Sydney Local Environmental Plan 2005 or otherwise.

3.10 Disturbance to residents

The Tenant acknowledges that the Parcel is in close proximity to residential areas and that the carrying out of any works on the Parcel may result in complaints being made by the residents of nearby properties. The Tenant must use all reasonable endeavours to ensure the occupation or use of the Parcel, or the carrying out of any works on the Parcel, causes as little disturbance as reasonably practicable to residents of nearby properties having regard to the permitted use and the Tenant's obligations under this Lease.

3.11 Observance of restrictions on Certificate of Title

The Tenant must at all times observe and perform all the obligations, restrictions, stipulations, easements and covenants (if any) (including indemnities) registered on the title to the Land as if the Tenant is the registered proprietor of the Common Property.

3.12 Tenant's obligations

The Tenant must:

- (a) keep accurate and up to date records of:
 - (i) any material damage or accident to or material defects in the Common Property; and
 - (ii) any circumstances likely to occasion any material damage or injury occurring within the Common Property, and
- (b) allow the Landlord to inspect the records referred to in this clause no more than twice in any 12 month period (other than in an emergency or upon the default of the Tenant).

3.13 Use of the Building

The Building must remain as a building for permanent residential accommodation and must not be used for serviced apartments, hotel use or similar non-wholly permanent residential use. The Tenant must not do anything or, so far as legally possible, permit anything to be done, which may result in the Building being used otherwise than for permanent residential accommodation.

4 Maintenance, repair, management and alterations

4.1 Maintenance and repair

- (a) The Tenant must keep the Common Property and the Improvements in good and serviceable repair having regard to the age of the Parcel and the effect of wear and tear.
- (b) Without limiting clause 4.1(a), the Tenant must maintain and repair the Marine Structures in accordance with the By-Laws, the Maintenance Provisions and all laws and Requirements

4.2 Obligations during redevelopment

Clause 4.1 ("Maintenance and repair") does not apply, during the period of any redevelopment or reinstatement of the Common Property, to that part of the Common Property being redeveloped or reinstated which redevelopment/reinstatement has been approved by the Landlord and is being carried out and progressed diligently.

4.3 Maintenance program

The Tenant acknowledges and agrees that:

- (a) it is appropriate to maintain, renew, replace or repair the Common Property in accordance with clause 4.1 ("Maintenance and repair") and the Maintenance Provisions; and
- (b) it will not, in accordance with section 62(3) of the Management Act, determine by special resolution that it is inappropriate to maintain, renew, replace or repair the Common Property.

4.4 Sufficient contributions

The Tenant must levy sufficient contributions (including contributions to its sinking fund) on time to comply with its obligations under the Maintenance Provisions.

4.5 Alterations and additions

The Tenant is subject to and must comply with any requirements, restrictions and prohibitions set out in the Management Act and the By-Laws in relation to alterations or additions to the Common Property.

4.6 Structural works

The Tenant may not carry out works to the Common Property of a structural nature without the Landlord's approval (which may not be unreasonably withheld).

4.7 Pylon work

The Tenant must not make or authorise to be made any work on the Common Property involving or which may involve installation, addition or alteration of piles, pylons, structures or material coming in contact with the waters or bed of the Port of Sydney without the prior written approval of the Landlord and the Maritime Authority of NSW and:

- (a) in seeking the approval of each of the Landlord and the Maritime Authority of NSW (which, subject to the provisions of clause 4.7(b) being satisfied cannot be unreasonably withheld) to the proposed work, the Tenant must submit plans and specifications of the proposed work together with a list of the persons (if any) from whom the Tenant proposes to call tenders for the proposed work; and
- (b) the Landlord and Maritime Authority of NSW may require as a condition of their approval that:
 - (i) any such work must be supervised by a person approved by the Landlord (acting reasonably);
 - (ii) any such work must be executed by contractors or tradesmen as are approved by the Landlord (acting reasonably) but the Landlord may not object to any person whose name appears on the list provided under clause 4.7(a) and who has been approved by the Landlord and Maritime Authority of NSW;
 - (iii) those works are carried out in a proper and workmanlike manner; and
 - (iv) the Tenant must:
 - (A) pay all reasonable costs incurred by the Landlord and the Maritime Authority of NSW in approving the proposed works and their supervision including the fees of building consultants employed by the Landlord and the Maritime Authority of NSW;
 - (B) give to the Landlord and the Maritime Authority of NSW copies of any Approvals from any Authority necessary for those works to be lawfully effected; and
 - (C) on completion of those works, give to the Landlord and the Maritime Authority of NSW copies of any certificates of compliance issued by a Government Agency.

The Landlord's approval under this clause 4.7 will not be required if, and to the extent, that approval has already been given by the Landlord or the Maritime Authority of NSW as part of a separate approval or consent.

4.8 Seawalls

The Tenant must use reasonable endeavours to ensure that no part of any seawall causes damage to any pylons or other structures associated with the Boardwalk. If such pylons or structures are damaged, the Tenant must repair that damage promptly at the Tenant's cost.

4.9 Debris

- (a) The Tenant must:
- (i) ensure adequate protection measures are installed on the relevant parts of the Parcel so that the waters of the Port of Sydney are protected from any debris (floating or otherwise), pollution or sedimentation run-off emanating from any works carried out on the Parcel; and
 - (ii) collect any debris (floating or otherwise) deposited in the Port of Sydney from the Parcel.
- (b) Clause 4.9(a)(ii) does not apply to debris deposited in the Port of Sydney by members of the public on the Parcel in accordance with the Easement referred to in clause 12 (Public Access Areas).

4.10 White ants

The Tenant must carry out annual inspections for white ants, termites and borers and, following those inspections, must carry out such remedial works as are necessary to rectify any damage to the Common Property caused by those insects.

4.11 Management

The Tenant must during the Term:

- (a) efficiently manage the Common Property in accordance with industry best practices; and
- (b) employ appropriately qualified and skilled personnel or agents to manage the Common Property.

5 Quiet enjoyment

5.1 Tenant's quiet enjoyment

Subject to clauses 5.2 ("Surrounding noise and activities") and 5.3 ("No objection"), the Tenant while duly and punctually observing the Tenant's Covenants is entitled to peaceably possess and enjoy the Common Property during the Term without disturbance from the Landlord or any person

lawfully claiming through the Landlord except to the extent provided for in this Lease.

5.2 Surrounding noise and activities

The Tenant acknowledges that it is aware that:

- (a) the Parcel is within an inner city entertainment precinct; and
- (b) entertainment and promotional events or activities and public festivals (which may include fireworks) are conducted in that entertainment precinct (including on adjoining land but not extending to the Common Property); and
- (c) because the Parcel is in an entertainment precinct, the Parcel is exposed to water and road traffic on a 24 hour basis; and
- (d) the waterways surrounding the Parcel and wharves in Darling Harbour, Cockle Bay, Jones Bay and Pyrmont Bay are used for Shipping Activities on a 24 hour basis; and
- (e) the events, activities, festivals or Shipping Activities may temporarily interfere with the Tenant's use and enjoyment of the Common Property.

5.3 No objection

The Tenant is not entitled to object to, or in any way obstruct the proper carrying out of, or claim compensation in respect of, Shipping Activities or the events, activities, festivals as set out in clause 5.2 ("Surrounding noise and activities").

5.4 Events

Nothing in clause 5.2 ("Surrounding noise and activities") authorises any person (other than persons permitted or authorised under this Lease, any laws or rights of way) to enter the Common Property.

6 Insurance

6.1 Tenant to insure

The Tenant must comply with:

- (a) section 83 of the Management Act; and
- (b) section 87 of the Management Act and must ensure that the policy effected under that section indemnifies the Landlord in respect of all its liabilities under clause 8 ("Release and Indemnity").

6.2 Amount of policy

The policy effected by the Tenant under section 87(1)(b) of the Management Act must be for an amount of not less than \$10 million for any one occurrence or for any other amount which the Landlord reasonably

prescribes, being an amount not less than any minimum amount provided by the regulations under the Management Act.

6.3 Policies

The Tenant, in respect of all policies of Insurance which the Tenant must effect under this Lease, must:

- (a) ensure that the interests of the Landlord are covered where applicable and take out Insurances in the joint names of the Landlord and the Tenant unless the Tenant is prevented by law from doing so; and
- (b) at the Landlord's request, promptly provide to the Landlord a duplicate or certified copy of each policy and a copy of each renewal certificate; and
- (c) punctually pay all premiums in respect of the policy and its renewal (including any increased premiums payable after claims) and all excesses.

6.4 Full particulars

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

6.5 Insurance not to be avoided

The parties must not do nor permit anything which prejudices any Insurance required under this clause 6 or causes a change in risk which results in an increase in the amount of the premium.

6.6 Periods of insurance

The Tenant must maintain all the Insurances required under this Lease until the expiry or earlier termination of this Lease.

6.7 Insurance generally

All Insurances which the Tenant effects and maintains or causes to be effected and maintained under this Lease:

- (a) must be with insurers reasonably approved by the Landlord; and
- (b) must be on terms reasonably approved by the Landlord; and
- (c) must not contain any exclusion, endorsement or alteration unless it is first approved in writing by the Landlord such approval not to be unreasonably withheld; and
- (d) in respect of the insurances specified in the Management Act, must include cover for all consultants, all contractors and subcontractors employed from time to time in relation to any works being carried out on the Common Property; and

- (e) must contain a term which provides that if the insurer (or the Tenant) cancels any such insurance for any reason, such cancellation will not be effective before 30 days after receipt by the Landlord of written notice from the insurer advising of the cancellation; and
- (f) in respect of the insurances referred to in the Management Act where the Tenant must ensure that the policy provides that the Landlord and the Tenant shall be joint loss payees in respect of any benefit payable under that policy and all proceeds shall be paid to an account in the joint names of the Tenant and the Landlord.

6.8 Failure to produce proof of insurance

If after being requested in writing by the Landlord to do so, the Tenant fails to produce evidence of compliance with its obligations under this clause 6 within 10 Business Days of the date of receipt of the Landlord's notice (or the date it is deemed to be received under this Lease) to the satisfaction of the Landlord, the Landlord may effect and maintain the Insurances and pay the premiums. The amount paid shall be a debt due from the Tenant to the Landlord payable on demand.

6.9 Notices from or to the insurer

The Tenant must ensure that the insurances referred to in the Management Act contain provisions acceptable to the Landlord that will:

- (a) provide that a notice to the insurer by one insured party is deemed to be notice by all of the insured parties; and
- (b) provide that disclosure to the insurer by one insured party is deemed to be disclosure by all of the insured parties; and
- (c) require the insurer, whenever the Tenant fails to renew the policy or to pay the premium in full, to immediately give notice in writing of that fact to the Landlord prior to the insurer giving any notice of cancellation.

6.10 Tenant's obligations

In addition to the obligations to notify the insurer under any policy, the Tenant:

- (a) must keep accurate and up to date records of any occurrence that may give rise to a claim under the insurances referred to in the Management Act (including records of subsequent developments concerning the claim)
- (b) must allow the Landlord to inspect the records referred to in this clause no more than twice in any 12 month period (other than in an emergency or upon the default of the Tenant); and
- (c) must not compromise, settle, prosecute or enforce a claim under any insurance without the prior written consent of the Landlord or otherwise on such basis as the Landlord and the Tenant agree in writing from time to time.

6.11 Tenant's obligations before commencing works

Before the Tenant commences any works for which an Approval is granted and whenever requested in writing by the Landlord (but no more frequently than twice each year), the Tenant must:

(a) give the Landlord certified copies of all:

- (i) policies; and
- (ii) renewal certificates; and
- (iii) endorsement slips;

as soon as the Tenant receives them from the Insurer or within seven days of the Landlord making a request (whichever is the earlier); and

(b) produce evidence satisfactory to the Landlord that the Insurances have been effected and maintained prior to the cover being required.

6.12 Cross liability

Any Insurance required to be effected in accordance with this Lease by the Tenant in joint names shall include a cross liability clause in which the insurer agrees:

- (a) to waive all rights of subrogation or action against any of the persons comprising the insured; and
- (b) that the term 'insured' applies to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject to the overall sum insured not being increased as a result); and
- (c) that any non-disclosure by one insured does not prejudice the right of the other insured to claim under any insurance.

6.13 Continuation of liability

Any liability of the Tenant under this clause 6 in respect of any act, matter or thing which arises before the expiration or termination of this Lease continues after its expiration or termination.

6.14 Liabilities and obligations not limited

The effecting of Insurances does not limit the liabilities or obligations of the Tenant under this Lease.

6.15 Additional obligations

The Tenant must:

- (a) not do anything which prejudices any Insurance; and
- (b) if necessary, rectify anything which might prejudice any Insurance; and

- (c) reinstate an Insurance policy if it lapses; and
- (d) not cancel, vary or allow an Insurance policy to lapse without the prior written consent of the Landlord that consent not to be unreasonably withheld; and
- (e) immediately notify the Landlord of any event which may result in an Insurance policy lapsing or being cancelled; and
- (f) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the Insurance.

6.16 Application of insurance proceeds

Subject to section 94 of the Management Act, if all or any part of the Improvements are damaged or destroyed, all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the works and the Improvements.

7 Inspection and rectification

7.1 Inspection

The Landlord may at any time on giving the Tenant reasonable notice (other than in an emergency or upon the default of the Tenant, when no notice is required) enter the Common Property for the purpose of ascertaining whether the Tenant is complying with the Tenant's obligations under this Lease.

7.2 How often may Landlord exercise rights?

The Landlord may not exercise the rights under clause 7.1 ("Inspection") more than twice in any 12 month period (other than in an emergency or upon the default of the Tenant).

7.3 Nature of rights

The exercise of the Landlord's rights under this clause 7 is not a breach of clause 5.1 (Tenant's quiet enjoyment").

7.4 Notice to carry out works

The Landlord may give the Tenant written notice requiring the Tenant, within a reasonable time, to carry out repairs or other work for which the Tenant is responsible. The Tenant must promptly comply with any notice it receives from the Landlord under this clause 7.4.

7.5 Landlord's right to carry out work

If, during the last ten years of the Term:

- (a) the Landlord gives the Tenant written notice under clause 7.4 ("Notice to carry out works"); and

(b) the Tenant fails to comply with that notice,

the Landlord may carry out the repairs or other works specified in the notice at the Tenant's cost.

8 Release and indemnity

8.1 Tenant as owner

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

8.2 Release and indemnity by Tenant

Without limiting clause 8.1 ("Tenant as owner"), the Tenant:

- (a) agrees to occupy, use and keep the Common Property at its own risk; and
- (b) releases and indemnifies, to the extent not excluded by law, the Minister, the Landlord and its employees and contractors from any claims and demands of every kind and liability which may arise in respect of:
 - (i) any damage to property or death of or injury to any person, of any nature in or arising out of the occupation or use of the Common Property and in respect of loss of or damage to the Tenant's Property; and
 - (ii) any act or omission of the Tenant which might impose on or increase any liability of the Landlord in respect of the Building or the Parcel; and
 - (iii) any non-compliance by the Tenant, its agents or employees with the Requirements or Environmental Laws.

8.3 Tenant's indemnity not affected

The fact that the proceeds of the policy referred to in clause 6 ("Insurance") may not fully indemnify the Landlord or the Minister does not affect the amount of the Tenant's indemnity under clause 8.1 ("Tenant as owner") or clause 8.2 ("Release and indemnity by Tenant").

8.4 Negligence or default of Landlord

Despite any other provision of this clause 8, the releases responsibilities and indemnities contained in this clause 8 will not apply with respect to any act, matter, thing or consequence to the extent that it was caused or contributed to by the negligence, default or misconduct of the Landlord or its agents, employees, invitees, contractors, licensee or Authorised Officers.

8.5 Continuation of liability

- The obligations of the Tenant under clause 6 ("Insurance") and this clause 8 are continuing obligations, separate and independent from the other obligations of the Tenant and survive expiry or termination of this Lease. It is not necessary for the Landlord to incur expense or make payment before enforcing a right of indemnity by this Lease.

9 Compliance with laws and Requirements

9.1 Notices of Requirements

The Tenant must:

- (a) keep accurate and up to date records of any Requirement relating to the Environment or public safety of the Common Property notified to or served on the Tenant or any other Requirement relating to the Common Property which is materially relevant to the Landlord; and
- (b) allow the Landlord to inspect the records referred to in this clause no more than twice in any 12 month period (other than in an emergency or upon the default of the Tenant).

9.2 Specific laws

Without limiting the generality of clause 3.1 ("Tenant to comply with laws and Requirements")), the Tenant must comply with and observe all relevant Environmental Laws at the Tenant's own expense.

9.3 Acceptance of risk

The Tenant agrees and acknowledges that the fact that a law or a Requirement may impact on the Tenant's use of the Common Property is the sole risk of the Tenant.

10 Transfer

10.1 Transfer to Maritime Authority of NSW

The Tenant acknowledges that the Sydney Harbour Foreshore Authority, the Landlord on the Commencement Date, will transfer the Land and its interests in this Lease to the Maritime Authority of NSW.

10.2 Landlord may transfer

The Landlord may, at any time during the Term, transfer the Land and transfer or assign its interests in this Lease without the Tenant's consent.

10.3 Change of Landlord

If the Landlord transfers the Land or transfers or assigns its interest in this Lease so that the Tenant becomes obliged to perform its obligations under this Lease in favour of another person, then:

- (a) the transferee or assignee must notify the Tenant of the transfer or assignment as soon as practicable after the transfer or assignment takes effect and specify in the notice the date of the transfer or assignment; and
- (b) the Landlord is released from its obligations under this Lease arising after it ceases to be the landlord; and
- (c) the Landlord must procure the assignee or transferee to enter into and be bound by any consents given by the Landlord pursuant to this Lease.

10.4 Easements

- (a) The Tenant acknowledges that at the date of this Lease all:
 - (i) Easements and restrictions on use and positive covenants in relation to the Parcel;
 - (ii) the agreements and arrangements in relation to the Parcel;
 - (iii) the rights and privileges in relation to the Parcel; and
 - (iv) necessary dedications of land,which are or may be:
 - (v) required by a Government Agency or an service provider; or
 - (vi) necessary or desirable for the proper management of the Parcel or Sydney Wharf, part of Sydney Wharf or any adjoining land,may not have been created or established.
- (b) The Tenant must not object to the creation or establishment of anything set out in clause 10.4(a) unless such creation or establishment would substantially and adversely interfere with or lessen the enjoyment of rights granted to the Tenant under this Lease.
- (c) Subject to clause 10.4(b), the Tenant must consent to and sign any documents which may be necessary to create, establish or otherwise give effect to anything set out in clause 10.4(a).

11 By-Laws and Lot Leases

11.1 Tenant's obligations

The Tenant must comply with the By-Laws and must:

- (a) not do anything to prevent compliance by a Owner or an Occupier with the By-Laws; or

- (b) obtain all necessary consents under the By-Laws before carrying out works or doing anything else for which consent is required under the By-Laws; and
- (c) comply with any other obligations imposed on the Tenant from time to time.

11.2 Obligations for Owners and Occupiers

The Tenant must use all reasonable endeavours to ensure that the Owners and Occupiers of the Lots comply with the leases for their Lots and the By-Laws.

11.3 Changing By-Laws

The Tenant must comply with section 52 of the Management Act with respect to making, amending or repealing By-Laws which confer certain rights or privileges.

11.4 Consent for changing By-Laws

The Tenant must seek prior written consent from the Landlord (which may not be unreasonably withheld) with respect to making, amending or repealing any By-Laws which relate to matters which may materially and adversely impact on:

- (a) this Lease or the schedules to this Lease; or
- (b) insurance premiums (including fire control, permitted uses and security); or
- (c) are likely to result in, a claim or complaint against the Tenant or the Landlord (including keeping animals, behaviour of Owners and Occupiers, use of Common Property, agreements with third parties); or
- (d) the structural integrity and appearance of the Building or the Common Property (including building works, damage to Common Property); or
- (e) use of, or access to, the Public Access Areas; or
- (f) compliance with an Approval or any law or Requirement.

For the purposes of this clause 11 the terms Owner, Occupier have the meaning given to them in the By-Laws.

11.5 Easements

The Tenant shall be entitled to enjoy the benefit of the Easements, provided that the Tenant shall, at all times during the Term, comply with the obligations of the Landlord under the Easements. The Landlord authorises the Tenant under each of the Easements to act in accordance with this clause 11.5, provided that the Tenant indemnifies and keeps indemnified the Landlord in relation to any claims and demands of any kind and any liability

which may arise in respect of or arising out of the matters contained in this clause 11.5.

12 Public Access Areas

12.1 Use

The Public Access Areas are, subject to the Easements over the Common Property registered with DP1121561, available for 24 hour use by:

- (a) the Tenant; and
- (b) owners and occupiers of lots in Sydney Wharf; and
- (c) members of the public.

12.2 Obligations

The Tenant must comply with the Easements over the Common Property registered with DP1121561.

12.3 Access

The Tenant acknowledges that, at the Commencement Date, the Public Access Areas are available for use and are dealt with in the Easements over the Common Property registered with DP1121561.

13 Tenant's additional obligations

13.1 No removal of materials

The Tenant must not, without the Landlord's consent and subject to any conditions imposed by the Landlord, remove or permit any person to remove sand, gravel, stone, clay, shells or other materials from the Parcel.

13.2 Landlord to be reasonable

Subject to the Landlord's statutory powers and functions as a Government Agency, the Landlord cannot unreasonably withhold its approval or consent and otherwise must act reasonably pursuant to the provisions of this clause 13.

13.3 Provisions applying to Lots apply to Common Property

The provisions in the By-Laws or the lot leases for the Lots imposing obligations or restrictions on Owners and Occupiers of Lots in respect of Lots apply equally to the Tenant in respect of the Common Property to the extent that the obligations or restrictions are relevant to the Common Property.

13.4 Caveat

The Tenant may not lodge or authorise a person claiming through the Tenant to lodge a caveat on the freehold title to the Land.

13.5 Transferable floor space

The Tenant acknowledges that any entitlement to transferable floor space that exists or may arise in respect of the Building is the property of the Landlord.

13.6 Landlord owns all discovered artefacts

All fossils, artefacts, coins, articles of value or antiquity and any remains or things of geological, historical or archaeological interest discovered on or under the surface of the Parcel are the absolute property of the Landlord.

13.7 Landlord's rights concerning artefacts

The Tenant must permit the Landlord and any person authorised by the Landlord to watch or examine any excavations and must:

- (a) use reasonable endeavours to prevent these articles or things being removed from the Parcel or damaged;
- (b) notify the Landlord immediately that it becomes aware of any such discovery; and
- (c) at the Landlord's reasonable expense, carry out the Landlord's order in respect of the delivery up or disposal of those articles or things.

14 Variation of lease

14.1 Acknowledgment

The Landlord and the Tenant acknowledge that as this is a long term lease it may be necessary from time to time to vary its provisions.

14.2 Procedures

If the Landlord and the Tenant decide at any time to vary the provisions of this Lease, any procedure specified by law from time to time for the variation of the provisions of a lease must be used for that purpose.

14.3 Giving effect to variations

Subject to clause 18.4 ("Costs") and 18.6 ("Tenant to pay cost of work"), if it becomes necessary at any time to do anything to give further or better effect to a variation made under this clause, the Landlord and the Tenant agree to act promptly to do any act, sign any document or do anything else necessary or desirable to give that further or better effect.

15 Yielding Up

15.1 Removal of Tenant's Fixtures

The Tenant may, with the consent of the Landlord, remove the Tenant's Fixtures from the Lot before the end of the Term.

15.2 Yielding up

No later than on termination of this Lease, the Tenant must:

- (a) surrender peaceably and yield up the Lot in a condition consistent with compliance with the Tenant's Covenants in this Lease; and
- (b) remove from the Lot any moveable articles not forming part of the Tenant's Fixtures; and
- (c) repair any damage cause by the removal of the Tenant's Fixtures, or the property referred to in clause 15.2(b).

15.3 Purchase of Tenant's Fixtures not to be removed

If the Landlord does not give its consent to the removal of any part of the Tenant's Fixtures under clause 15.1 ("Removal of Tenant's Fixtures"), the Landlord must purchase that part by paying to the Tenant in respect of that part, an amount equal to the excess of the value of that part after removal from the Lot over the likely cost of the removal. If a dispute arises under this clause 15.3, it must be resolved under clause 19 ("Disputes").

16 Damage or Destruction

If the Building is Totally Destroyed the Tenant must promptly:

- (a) make the Building and the Land safe and secure; and
- (b) demolish any unstable structures as directed by the Landlord; and
- (c) give the Landlord a report from a structural engineer as to the structural stability of the Land; and
- (d) clear all debris from the Land.

17 Goods and Services Tax

17.1 Amounts otherwise payable do not include GST

All Payments, including all rent and other charges expressed or determined to be payable under this Lease, have been set or determined without regard to the impact of GST.

17.2 Liability to pay any GST

- (a) If the whole or any part of a Payment by a party (including amounts referred to in clause 17.3 ("Reimbursements")) is the consideration for a Taxable Supply, the GST Amount in respect of the Payment must be paid to the payee as an additional amount, at the same time and in the same manner as the Payment is otherwise payable or as otherwise agreed in writing.
- (b) If any Supply made by a party under or in connection with this Lease is subject to GST, the party receiving the Supply must, subject to

clause 17.4 ("Tax invoice"), pay to the party making the Supply an amount on account of GST, such amount to be in addition to the consideration for the Supply and to be calculated by multiplying the consideration by the prevailing GST rate.

17.3 Reimbursements

If this Lease requires a party to pay for, reimburse or contribute to any expense or liability (reimbursable expense) incurred by the other party (payee) to a third party; the amount to be paid, reimbursed or contributed shall be reduced by the amount of the Credit.

17.4 Tax invoice

A party receiving a payment or a Supply under clause 17.2 ("Liability to pay any GST") must provide a valid Tax Invoice to the party from which a payment is received.

17.5 Adjustments

If an Adjustment Event arises in relation to a Supply, then the supplying party must issue an Adjustment Note, and, as appropriate:

- (a) in the case of an Increasing Adjustment for the supplying party, the receiving party must pay to the supplying party the amount by which the Corrected GST Amount exceeds the Previously Attributed GST Amount; and
- (b) in the case of a Decreasing Adjustment for the supplying party, the supplying party must refund to the receiving party the amount by which the Previously Attributed GST Amount exceeds the Corrected GST Amount.

17.6 Indemnity

A party making payment under clause 17.2 ("Liability to pay any GST") or clause 17.5 ("Adjustments") ("payer") must indemnify and keep indemnified the party receiving payment ("payee") under that clause for any cost, expense, fine or liability incurred by the payee as a result of a breach of clause 17.2 ("Liability to pay any GST") or clause 17.5 ("Adjustments") by the payer.

17.7 Definitions

In this Lease:

- (a) **Acquisition, Adjustment Event, Adjustment Note, Corrected GST Amount, Decreasing Adjustment, GST, GST Exclusive Market Value, Increasing Adjustment, Input Tax Credit, Previously Attributed GST Amount, Supply, Taxable Supply, Tax Invoice and Tax Period** have the meanings they each have in the GST Law.
- (b) **Credit** means the Input Tax Credit to which the payee is entitled in respect of the reimbursable expense, or, if the amount to be paid, reimbursed or contributed under clause 17.2 ("Liability to pay any

GST") is a proportion of the reimbursable expense, a proportion of the Input Tax Credit that is the same proportion that the amount to be reimbursed bears to the reimbursable expense.

- (c) **GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is consideration for a Taxable Supply) by the appropriate rate of GST (being 10% when the GST Law commenced).
- (d) **GST Law** has the same meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulation made under that Act.
- (e) **Payment** means:
 - (i) the amount of any monetary consideration (other than a GST Amount payable under this clause 17); and
 - (ii) the GST Exclusive Market Value of any non-monetary consideration

paid or provided by one party to another for any Taxable Supply made under or in connection with this Lease and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

18 General

18.1 Tenant not agent of Landlord

The Tenant must not:

- (a) in connection with the Common Property or otherwise directly or indirectly hold out or permit to be held out to any member of the public, any statement, act, deed, matter or thing indicating that the Common Property is managed or supervised by the Landlord or the Minister; or
- (b) act as or represent itself to be the agent of the Landlord or the Minister.

18.2 Relationship of parties

Nothing in this Lease will be deemed or construed as creating the relationship of partnership or of principal and agent or of joint venture between the Landlord and the Tenant. The relationship between the Landlord and Tenant is that of lessor and lessee only.

18.3 Waiver

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

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

18.4 Costs

The Tenant must pay the Landlord's reasonable legal costs and all duties, fees, charges and expenses in respect of:

- (a) any application for the consent or approval of the Landlord under the Lease;
- (b) any breach of the Tenant's Covenants; and
- (c) the exercise of any right, power (including in connection with the actual enforcement or preservation of any rights under this Lease), waiver, variation, privilege, authority or remedy of the Landlord in respect of the Lease if ordered by any Government Agency or court or determined pursuant to the Management Act; and
- (d) taxes and fees (including registration fees) and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with this Lease or a payment or receipt or any other transaction contemplated by this Lease excluding any fine or penalty incurred due to the default of the Landlord,

including in each case reasonable legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

18.5 Independent consultants

The Tenant agrees that the costs, charges and expenses referred to in clause 18.4 ("Costs") include those payable to any independent consultant or other person appointed to evaluate any matter of concern or the Landlord's agent and the Landlord's reasonable administration costs in connection with any event referred to in clause 18.4 ("Costs").

18.6 Tenant to pay cost of work

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

18.7 No merger

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

18.8 Governing law

This Lease is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

18.9 Consents

Any consent or approval of the Landlord which the Tenant requires under the Lease to do or execute any act, matter or thing must be in writing and must be given (whether conditionally or unconditionally) or withheld by the Landlord acting reasonably.

18.10 Signing consents

Consents or approvals by the Landlord may be signed by the Authorised Officer or any other person authorised by the Landlord for that purpose from time to time.

18.11 Set-off

The Landlord may set off any amount owing by it to the Tenant under this Lease against any amount owing by the Tenant to the Landlord.

18.12 Further assurances

If asked by the Landlord, then the Tenant must, at its own expense:

- (a) execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the Tenant and its successors under this Lease; and
- (b) use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this Lease.

18.13 Antecedent breaches and obligations

The expiry or termination of this Lease does not affect:

- (a) the rights of the parties to this Lease in respect of another party's breach which occurs before expiry or termination; or
- (b) the Tenant's obligations to:
 - (i) make payments under this Lease which fall due before expiry or termination; or
 - (ii) provide information to the Landlord to enable it to calculate the payments in clause 18.13(b)(i).

18.14 Compensation under the Development Act

The Tenant is not entitled to claim any freehold interest in the Parcel or the Common Property or to receive any compensation under section 37(1)(c) of the Development Act from the Landlord on the expiry or earlier termination of this Lease.

18.15 Resumption

Without prejudice to any statutory right of the Tenant to receive compensation for resumption, nothing contained in this Lease is deemed to

preclude or prevent the exercise of any statutory right of resumption affecting the Common Property at any time during the Term.

18.16 Supervening legislation

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

18.17 Development Act and Management Act

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

18.18 Minister's approval

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

18.19 Further construction

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

18.20 Notices

Subject to clause 18.21 ("Email notice"), without prejudice to any other means of service, any notice, demand requisition, consent or election required to be served will be sufficiently served on the Tenant if signed by an Authorised Officer for the time being of the Landlord or his or her delegate and:

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

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

For the purpose of this clause 18.20, communications sent by email are taken to be signed by the sender.

18.21 Email notice

Despite clauses 18.20 ("Notices") and 18.23 ("Receipt of notice"), unless otherwise agreed by the parties, any email communication given under this Lease will not effect service of a notice which is required under this Lease.

18.22 Notice to take effect

Communications take effect from the time they are received or taken to be received under clause 18.23 ("Receipt of notice") (whichever happens first) unless a later time is specified.

18.23 Receipt of notice

Communications are taken to be received:

- (a) if sent by post, three Business Days after posting (or seven Business Days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

18.24 Address details

Unless otherwise notified in writing, the Landlord's address for service is:

Address: Level 6, 66 Harrington Street, The Rocks NSW 2000

Facsimile No: (02) 9240 8000

Email: John.Mitchell@shfa.nsw.gov.au

The Tenant's address for service is the address for service as recorded in the Land and Property Information Office (NSW) records from time to time.

Following the transfer contemplated in clause 10.1 ("Transfer to Maritime Authority of NSW") the Maritime Authority of NSW will be the Landlord and the Landlord's address for service will be:

Address: Level 11, 207 Kent Street, Sydney NSW 2000

Facsimile No: (02) 9364 2321

Email: slawton@maritime.nsw.gov.au

18.25 Interest on money due

The Tenant must pay the Landlord on demand interest on any money due to the Landlord under this Lease at the rate of 2 per cent per annum above the

BBSW Rate or, if that rate is not available the rate the Landlord reasonably determines is appropriate.

18.26 No derogation from grant

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

18.27 Landlord's right to attend general meetings

The Landlord is entitled to send a representative to each general meeting of the Tenant and for that purpose:

- (a) the Tenant must give notice of all general meetings to the Landlord;
and
- (b) the Landlord does not have a right to vote at any such meetings.

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

19 Disputes

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

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

EXECUTED as a deed

Mitchell

cm

Schedule 1 - Maintenance Provisions

This Schedule sets out the Maintenance Program in respect of this Lot pursuant to Clause 4 of this Lease.

1. Definitions used in this Schedule

In this Schedule:

Maintenance Plan means a plan prepared by a Qualified Person setting out the maintenance and/or remedial work required to be carried out in respect of the Marine Structures during the period until the next Review Date to assist the Tenant to satisfy its maintenance, repair, yielding up and general obligations under this Lease in relation to the Marine Structures. A Maintenance Plan may be a variation to or an update of the immediately prior Maintenance Plan.

Qualified Person means, in relation to a Maintenance Plan, a practicing structural engineer who is independent of the Landlord and the Tenant with not less than five years experience in the design and construction of marine structures.

Review Date means:

- (a) five years after the date of a Maintenance Plan; or
- (b) if a Maintenance Plan specifies an earlier date as the next Review Date, that earlier date.

Structural Certificate means a certificate issued by a Qualified Person certifying the structural sufficiency of the Marine Structures which certificate may be subject to the completion of any works specified in that certificate.

2 The Maintenance Plan

- (1) The Tenant must, at its own expense:
 - (a) within 12 months after the Commencement Date; and
 - (b) on or before each Review Date,cause a Maintenance Plan to be prepared.
- (2) The Tenant must ensure that, in preparing each Maintenance Plan, the Qualified Person examines the physical condition of all Marine Structures.
- (3) The Maintenance Plan:



- (a) must set out an effective maintenance and remedial work regime to assist the Tenant to satisfy its maintenance, repair, yielding up and general obligations under this Lease in relation to the Marine Structures;
- (b) may set out maintenance and/or remedial work to be carried out in respect of the Marine Structures before the next Review Date and the date by which the relevant work should be carried out;
- (c) may set out a date earlier than five years after its date as the next Review Date; and
- (d) other than in relation to the first Maintenance Plan, must advise whether there has been any substantial non-compliance with the immediately prior Maintenance Plan.

3 Tenant to Comply with Maintenance Plan

The Tenant must, at its own expense, and at all times, perform and comply with the Maintenance Plan including by carrying out any maintenance and/or remedial work specified to be carried out in respect of the Marine Structures before the next Review Date.

4 Requirement for a Structural Certificate

The Tenant must, at its own expense, and within 2 months after the date of each Maintenance Plan cause a Structural Certificate to be issued.

5 Requirement to Keep Records

The Tenant must ensure that all documents required pursuant to this Schedule, including each Maintenance Plan and each Structural Certificate, are kept and maintained at all times and are:

- (1) upon any written request being made by the Landlord, provided to the Landlord for inspection and review within 20 Business Days of the request; and
- (2) provided to the Landlord upon the expiration or earlier determination of this Lease.

6 Landlord can Inspect

- (1) The Landlord can, at its own expense, and at any reasonable time, carry out its own inspection and review of the Lot and the Maintenance Plan for the purpose of evaluating the Tenant's compliance with the Maintenance Plan.
- (2) The Tenant must provide the Landlord with access to the Lot on reasonable notice and at reasonable times for the purpose of subclause 6(1).

7 Consequences of Non-compliance with Maintenance Plan

- (1) The Tenant acknowledges that if the Tenant fails to comply with any requirement of a Maintenance Plan, the Landlord may take whatever action it deems appropriate to ensure compliance, including the issue of a notice to repair or rectify the breach within a reasonable period determined by the Landlord to be appropriate in the circumstances.
- (2) If the Tenant fails to comply with the notice under subclause 7(1), the Landlord may arrange for the compliance with the relevant requirement of the Maintenance Plan at the Tenant's cost.

8 No Liability by Landlord for Maintenance Plan

The Tenant acknowledges that the Landlord accepts no responsibility or liability for the Maintenance Plan, and makes no representation as to the adequacy of a Maintenance Plan to enable the Tenant to satisfy its obligations under this Lease.

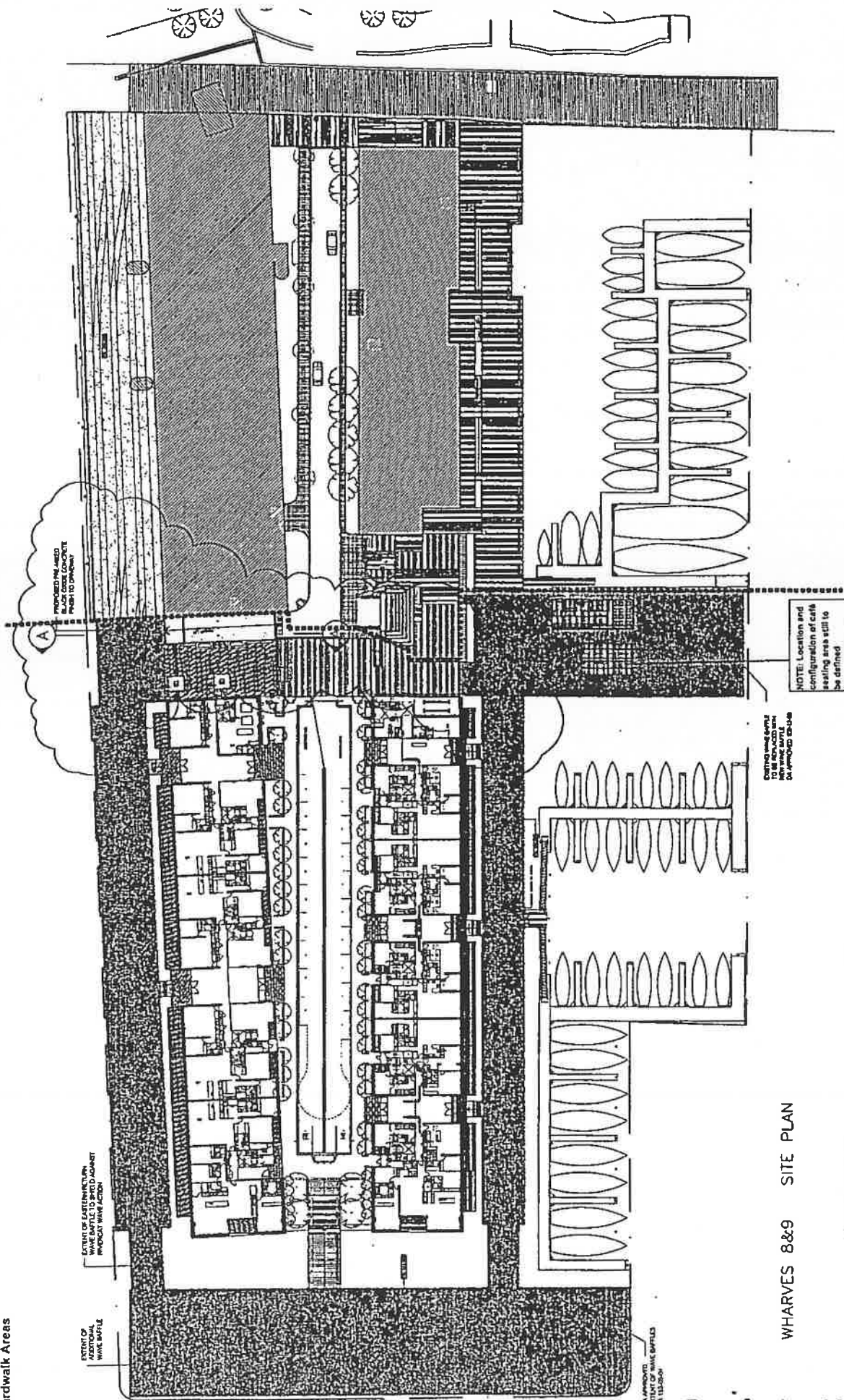
Smithell

Annexure B - Boardwalk Plan

Handwritten signature: Mitchell

BOARDWALK PLAN

KEY:
 = Boardwalk Areas



WHARVES 8&9 SITE PLAN

- A. SECTION 8 - PUBLIC DOMAIN
- B. SECTION 9 - PUBLIC DOMAIN
- C. SECTION 10 - PUBLIC DOMAIN
- D. SECTION 11 - PUBLIC DOMAIN
- E. SECTION 12 - PUBLIC DOMAIN
- F. SECTION 13 - PUBLIC DOMAIN
- G. SECTION 14 - PUBLIC DOMAIN
- H. SECTION 15 - PUBLIC DOMAIN
- I. SECTION 16 - PUBLIC DOMAIN
- J. SECTION 17 - PUBLIC DOMAIN
- K. SECTION 18 - PUBLIC DOMAIN
- L. SECTION 19 - PUBLIC DOMAIN
- M. SECTION 20 - PUBLIC DOMAIN
- N. SECTION 21 - PUBLIC DOMAIN
- O. SECTION 22 - PUBLIC DOMAIN
- P. SECTION 23 - PUBLIC DOMAIN
- Q. SECTION 24 - PUBLIC DOMAIN
- R. SECTION 25 - PUBLIC DOMAIN
- S. SECTION 26 - PUBLIC DOMAIN
- T. SECTION 27 - PUBLIC DOMAIN
- U. SECTION 28 - PUBLIC DOMAIN
- V. SECTION 29 - PUBLIC DOMAIN
- W. SECTION 30 - PUBLIC DOMAIN
- X. SECTION 31 - PUBLIC DOMAIN
- Y. SECTION 32 - PUBLIC DOMAIN
- Z. SECTION 33 - PUBLIC DOMAIN
- AA. SECTION 34 - PUBLIC DOMAIN
- AB. SECTION 35 - PUBLIC DOMAIN
- AC. SECTION 36 - PUBLIC DOMAIN
- AD. SECTION 37 - PUBLIC DOMAIN
- AE. SECTION 38 - PUBLIC DOMAIN
- AF. SECTION 39 - PUBLIC DOMAIN
- AG. SECTION 40 - PUBLIC DOMAIN
- AH. SECTION 41 - PUBLIC DOMAIN
- AI. SECTION 42 - PUBLIC DOMAIN
- AJ. SECTION 43 - PUBLIC DOMAIN
- AK. SECTION 44 - PUBLIC DOMAIN
- AL. SECTION 45 - PUBLIC DOMAIN
- AM. SECTION 46 - PUBLIC DOMAIN
- AN. SECTION 47 - PUBLIC DOMAIN
- AO. SECTION 48 - PUBLIC DOMAIN
- AP. SECTION 49 - PUBLIC DOMAIN
- AQ. SECTION 50 - PUBLIC DOMAIN
- AR. SECTION 51 - PUBLIC DOMAIN
- AS. SECTION 52 - PUBLIC DOMAIN
- AT. SECTION 53 - PUBLIC DOMAIN
- AU. SECTION 54 - PUBLIC DOMAIN
- AV. SECTION 55 - PUBLIC DOMAIN
- AW. SECTION 56 - PUBLIC DOMAIN
- AX. SECTION 57 - PUBLIC DOMAIN
- AY. SECTION 58 - PUBLIC DOMAIN
- AZ. SECTION 59 - PUBLIC DOMAIN
- BA. SECTION 60 - PUBLIC DOMAIN
- BB. SECTION 61 - PUBLIC DOMAIN
- BC. SECTION 62 - PUBLIC DOMAIN
- BD. SECTION 63 - PUBLIC DOMAIN
- BE. SECTION 64 - PUBLIC DOMAIN
- BF. SECTION 65 - PUBLIC DOMAIN
- BG. SECTION 66 - PUBLIC DOMAIN
- BH. SECTION 67 - PUBLIC DOMAIN
- BI. SECTION 68 - PUBLIC DOMAIN
- BJ. SECTION 69 - PUBLIC DOMAIN
- BK. SECTION 70 - PUBLIC DOMAIN
- BL. SECTION 71 - PUBLIC DOMAIN
- BM. SECTION 72 - PUBLIC DOMAIN
- BN. SECTION 73 - PUBLIC DOMAIN
- BO. SECTION 74 - PUBLIC DOMAIN
- BP. SECTION 75 - PUBLIC DOMAIN
- BQ. SECTION 76 - PUBLIC DOMAIN
- BR. SECTION 77 - PUBLIC DOMAIN
- BS. SECTION 78 - PUBLIC DOMAIN
- BT. SECTION 79 - PUBLIC DOMAIN
- BU. SECTION 80 - PUBLIC DOMAIN
- BV. SECTION 81 - PUBLIC DOMAIN
- BW. SECTION 82 - PUBLIC DOMAIN
- BX. SECTION 83 - PUBLIC DOMAIN
- BY. SECTION 84 - PUBLIC DOMAIN
- BZ. SECTION 85 - PUBLIC DOMAIN
- CA. SECTION 86 - PUBLIC DOMAIN
- CB. SECTION 87 - PUBLIC DOMAIN
- CC. SECTION 88 - PUBLIC DOMAIN
- CD. SECTION 89 - PUBLIC DOMAIN
- CE. SECTION 90 - PUBLIC DOMAIN
- CF. SECTION 91 - PUBLIC DOMAIN
- CG. SECTION 92 - PUBLIC DOMAIN
- CH. SECTION 93 - PUBLIC DOMAIN
- CI. SECTION 94 - PUBLIC DOMAIN
- CJ. SECTION 95 - PUBLIC DOMAIN
- CK. SECTION 96 - PUBLIC DOMAIN
- CL. SECTION 97 - PUBLIC DOMAIN
- CM. SECTION 98 - PUBLIC DOMAIN
- CN. SECTION 99 - PUBLIC DOMAIN
- CO. SECTION 100 - PUBLIC DOMAIN

PTW

STONY BAY PTW LIMITED
 Level 1, 111 Water Street
 Sydney NSW 2000
 T 61 2 9231 1000
 F 61 2 9231 1001

Wharves 8 - 9
 Pyrmont Bay



DA APPROVED
 EXTENT OF WALKWAY
 TO BE RETAINED

DA APPROVED
 EXTENT OF WALKWAY
 TO BE RETAINED

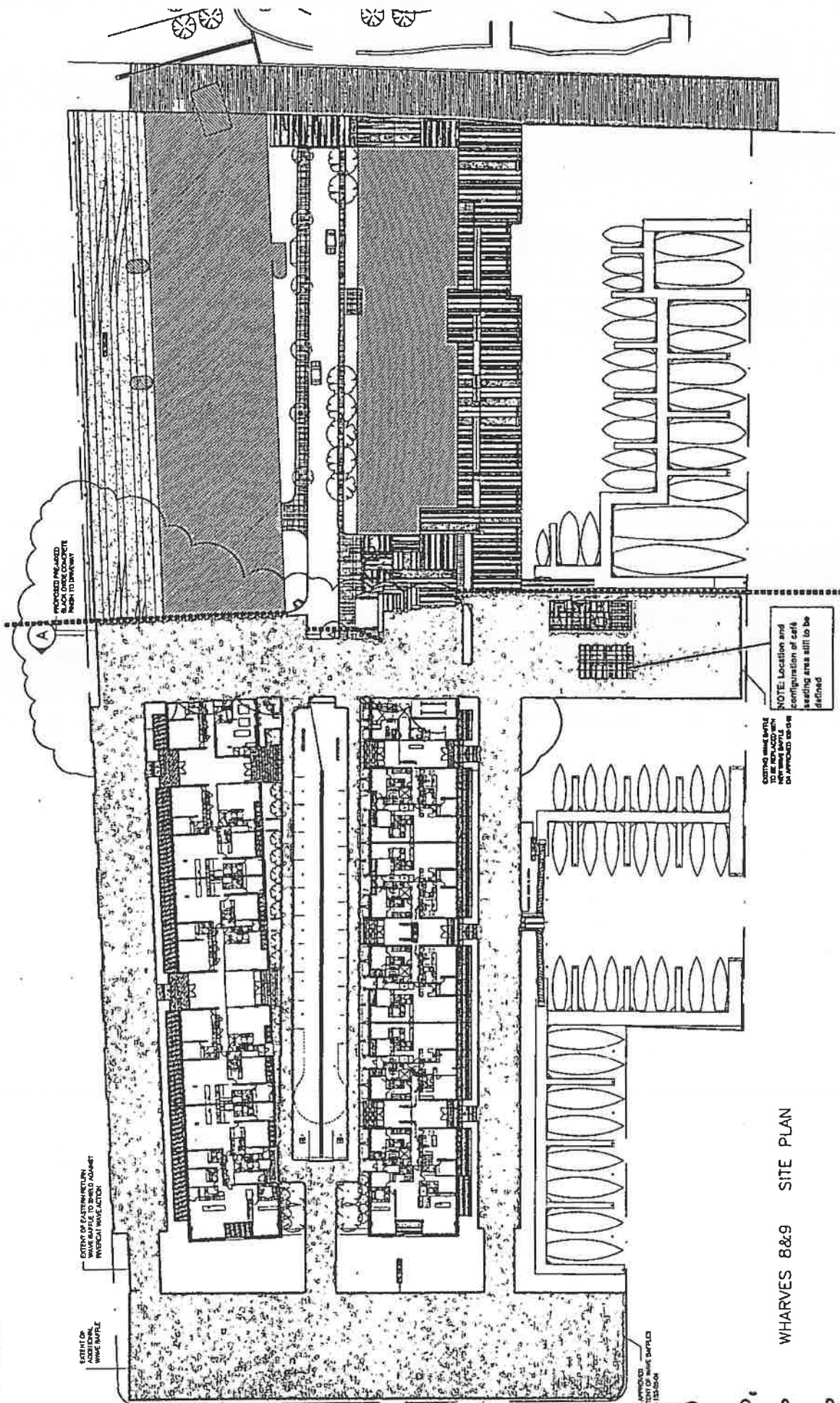
Prichard

Annexure C - Public Access Areas Plan

Phillips
CW

PUBLIC ACCESS AREAS PLAN

KEY:
 = Public Access Areas



WHARVES 8&9 SITE PLAN

- A. SECTION 88 - PUBLIC DOMAIN
- B. SECTION 88 - PUBLIC DOMAIN
- C. SECTION 88 - PUBLIC DOMAIN
- D. SECTION 88 - PUBLIC DOMAIN
- E. SECTION 88 - PUBLIC DOMAIN
- F. SECTION 88 - PUBLIC DOMAIN

PTW

PTW ADDRESS

PUBLIC DOMAIN / COUNCIL LAND

PROJ. NO.
 SCALE
 DATE
 DRAWING NO.

PROPOSED WHARF PLY LACED
 Level 4, 100 Water Street
 North Sydney, NSW 1585
 P 02 9339 4000
 F 02 9339 4000

CODE

Wharves 8 - 9
 Pyrmont Bay

PROJECT



DATE

REVISION

REVISION

REVISION

REVISION

REVISION

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REVISION

REVISION

REVISION

REVISION

Smithell
 CW


Annexure D - Signing Page


Parties: Sydney Harbour Foreshore Authority (Landlord) to
Owners Corporation (Tenant)

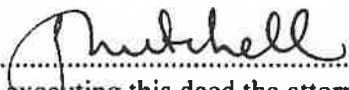
Dated: 28 MAY 2008

Signed on behalf of the Landlord

**SIGNED, SEALED AND
DELIVERED** by JOHN MITCHELL)
as attorney for SYDNEY HARBOUR)
FORESHORE AUTHORITY under)
power of attorney registered book 4542)
no. 61 in the presence of:)


Signature of witness)



Name of witness (block letters))

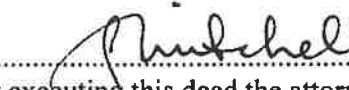

By executing this deed the attorney states
that the attorney has received no notice
of revocation of the power of attorney)

Signed on behalf of the Tenant

**SIGNED, SEALED AND
DELIVERED** by JOHN MITCHELL)
as attorney for SYDNEY HARBOUR)
FORESHORE AUTHORITY under)
power of attorney registered book 4542)
no. 61 in the presence of:)


Signature of witness)


Name of witness (block letters))


By executing this deed the attorney states
that the attorney has received no notice
of revocation of the power of attorney)



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/11/2020 12:01

Order No. 64965230

Certificate No: 99380887

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AD982547

Available: Y

Size (KB): 1017

Number of Pages: 38

Scan Date and Time: 03/06/2008 14:03

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Form: 07L
Licence: 04-08-438
Licensee: Corrs Chambers Westgarth

LEASE
New South Wales
Real Property Act 1900



AD982547S

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

106/SP80052

currently 89/1121561

(B) LODGED BY

Delivery Box 898S	Name, Address or DX and Telephone LLPN:123648F Corrs Chambers Westgarth 1 Farrer Place SYDNEY NSW 2000 Tel (02) 9210 6500 Reference (optional): 9023871	CODE L
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(C) LESSOR

Sydney Harbour Foreshore Authority ABN 51 437 725 177 ("Landlord")

The Landlord (lessor) leases to the Tenant (lessee) the property referred to above.

(D)

Encumbrances (if applicable)

(E) LESSEE

Sydney Wharf Pty Limited ABN 90 082 731 566 ("Tenant")

(F)

TENANCY:

(G) 1. TERM: 99 years

2. COMMENCING DATE:

28 MAY 2008

3. TERMINATING DATE:

27 May 2107

4. With an **OPTION TO RENEW** for a period of NA set out in NA

5. With an **OPTION TO PURCHASE** set out in NA

6. Together with and reserving the **RIGHTS** set out in NA

7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.

8. Incorporates the provisions set out in **MEMORANDUM** filed/LEASE registered in the Department of Lands, Land and Property Information Division as No. NA.

9. The **RENT** is set out in clause 2 of Annexure A.

DATE: 28 MAY 2008

- (H) Certified correct for the purposes of the Real Property Act 1900 by Sydney Harbour Foreshore Authority. The seal of Sydney Harbour Foreshore Authority is affixed in the presence of:

Signature of witness:
See Annexure B.....

Signature of Chief Executive Officer
See Annexure B.....

Name of witness:
See Annexure B.....

Name of Chief Executive Officer
See Annexure B.....

- (H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence as an attorney for Sydney Wharf Pty Limited ABN 90 082 731 566 under Power of Attorney registered Book and No. .

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness:
See Annexure B

Signature of attorney:
See Annexure B

Name of witness:
See Annexure B

Attorney's name:
See Annexure B

Address of witness:
See Annexure B

Signing on behalf of:
See Annexure B
Power of attorney-Book: See Annexure B
-No.:

Annexure A to Lease dated 28 May 2008
between Sydney Harbour Foreshore Authority ABN 51 437 725 177 and Sydney Wharf Pty Limited ABN
90 082 731 566

Annexure A to Lease

Parties: Sydney Harbour Foreshore Authority (Landlord) to
 Sydney Wharf Pty Limited (Tenant)

Dated: 28 MAY 2008

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Strata [Commercial] [Retail] Lot Lease – Transept Area Sydney Wharf

1 Interpretation

1.1 Dictionary

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

Approvals means:

- (a) any approvals, consents or certificates; and
- (b) modifications of a development consent pursuant to section 96 of the EP&A Act; and
- (c) certificates under Part 4A of the EP&A Act; and
- (d) construction certificates under section 109C of the EP&A Act; and
- (e) occupation certificates under section 109C of the EP&A Act; and
- (f) complying development certificates referred to in section 85 of the EP&A Act; and
- (g) permits, endorsements, licences (including licences under the Liquor Act 1982 (NSW)), conditions or Requirements,

and any variations to them which may be required by law or by adjoining owners in connection with the use or occupation of the Parcel or any works carried out on the Parcel.

Approved Uses means any use permitted under the Approvals as at the Commencement Date.

Authorised Officer means in the case of the Landlord any person appointed by the Landlord to act as an Authorised Officer for the purpose of this Lease.

BBSW Rate means the average mid rate for bills which have a tenor of 90 days and which average rate is displayed on the page of the Reuters Monitor System designated "BBSW" on the day on which the interest is payable under this Lease or, if there is a manifest error in the calculation of that average rate or that average rate is not displayed by 10:30am (Sydney time) on that date, the rate specified in good faith by the Landlord's bankers at or around that time on that date having regard, to the extent possible, to the rates otherwise bid and offered for bills of that tenor at or around that time (including the sets of bid and offer rates for bills of that tenor displayed on that page "BBSW" at that time on that date) and if such rate does not exist then the prescribed rate of interest set by the *Supreme Court Act 1970* (NSW) and any applicable rules with respect to interest on debts under a judgment or order.

Building means the building or structures (or part) erected in the Parcel or which contains the Parcel.

Business Day means a day other than a Saturday, Sunday or public holiday.

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

Commencement Date is defined on the coversheet of this Lease.

Common Property means the common property in the Strata Scheme.

Common Property Lease means the lease of the Common Property by the Landlord to the Owners Corporation.

Contamination means the presence in, on or under the Parcel of any substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality being a presence that presents a risk of harm to human health or any other aspect of the Environment. **Contaminant** or **Contaminate**, where used, have the corresponding meaning.

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

Environment includes all aspects of the surroundings of human beings.

Environmental Law means any law concerning the Environment and includes laws concerning:

- (a) the carrying out of uses, works or development or the subdivision of land; and
- (b) emissions of substances into the atmosphere, waters and land; and
- (c) pollution and Contamination of the atmosphere, waters and land; and
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste; and
 - (ii) hazardous substances; and
 - (iii) dangerous goods; and
- (e) threatened, endangered and other flora and fauna species; and
- (f) the health and safety of people,

whether made or in force before or after the date of this Lease.

EP&A Act means the Environmental Planning and Assessment Act 1979 (NSW).

Government Agency means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body or any accredited certifier or such person's successor or replacement pursuant to any law having jurisdiction over the Parcel.

Insurances means an insurance policy to be effected and maintained under clause 6 ("Insurance").

Land means the land to which the Strata Plan relates.

Landlord means the lessor defined on the coversheet of this Lease and also includes its successors and assigns and, where appropriate in the context, its agents, employees, invitees and licensees.

Lease means this lease.

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

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

Minister means the Minister responsible for the Landlord for the time being (if any).

Occupier means any person in lawful occupation of a Lot.

Owners Corporation means the owners corporation incorporated on registration of the Strata Plan.

Parcel means the Common Property and the Lots in the Strata Scheme (including the Lot).

Public Access Areas means the areas in Sydney Wharf, including parts of Common Property, which are accessible and designated for public access according to the easements numbered 9 and 10 registered with DP1121561.

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

Requirements means any requirements, notices, orders or directions given to the Tenant or the Landlord by any Government Agency, and includes conditions of a consent or an Approval.

Services means the services running through or servicing the Lot including air, air conditioning, power, electricity, gas, water, sewerage, telecommunications, fire prevention equipment, fire sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

Shipping Activities means commercial shipping and commercial vessel activities including in the case of the wharves the loading and unloading of cargo and passengers and the berthing of vessels.

Strata Plan means the leasehold strata plan referred to on the coverpage of this Lease.

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

Sydney Wharf means the land and improvements in the Strata Scheme and the adjacent berthing strata scheme (and any lots or strata schemes into which those schemes are subdivided).

Tenant is defined on the coversheet of this Lease and includes its successors and assigns and where appropriate in the context means its agents, employees, officers, sub-tenants, invitees, licensees, concessionaires and those persons who at any time are under the control of, and in or on the Lot, with the consent, express or implied, of the Tenant.

Tenant's Covenants means the obligations of the Tenant contained or implied in this Lease.

Tenant's Fixtures means those parts of the Tenant's Property which are capable of removal without substantial damage to the Lot excluding, without limitation, Services, any plant relating to air-conditioning, elevators, escalators, fire sprinklers, alarm systems and other items of a similar nature.

Tenant's Property means any improvements, structures, plant, equipment, machinery, fixtures and fittings, including all articles and items constructed, installed or brought into the Lot and owned or leased by or licensed to the Tenant.

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

1.2 Interpretation

Unless the contrary intention appears, a reference in this Lease to:

- (a) **(variations or replacements)** a document (including this Lease) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Lease;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;

- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(meaning not limited)** the words "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (m) **(reference to anything)** any thing (including any amount) is a reference to the whole and each part of it;
- (n) **(Government Agency)** a body or authority includes a corporation, partnership, joint venture association, Government Agency or person serving the same function or acting in the same capacity as that body or Government Agency; and
- (o) **(calculation of time)** if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Lease.

1.4 Exclusion of statutory provisions

- (a) The covenants, powers and provisions implied in leases by virtue of sections 84, 84A, 85, 133A and 133B of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (b) To the extent permitted by law the application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of rent, or

otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.

- (c) In this Lease words used in any of the forms of words in the first column of part 2 of schedule 4 to the *Conveyancing Act 1919* (NSW) do not imply a covenant under section 86 of that Act.

1.5 Landlord's position as a Government Agency

If the Landlord is a Government Agency, nothing in this Lease operates to restrict or otherwise affect the Landlord's statutory discretion in exercising its statutory powers as a Government Agency under the Development Act or all relevant Acts. In the event of any conflict between the unfettered discretion of the Landlord in the exercise of such powers on the one hand and the satisfaction and performance of the Landlord's obligations in this Lease on the other, the former will prevail.

1.6 Provisions to be construed as covenants

The provisions contained in this Lease which require or prescribe anything to be done or not to be done by a party are to be read and construed as covenants of this Lease which that party and its assigns agree with the other party to observe and perform.

1.7 Severability of provisions

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

1.8 Responsibility for others

If this Lease prohibits the Tenant from doing a thing, then:

- (a) the Tenant must do everything necessary to ensure that the Tenant's employees and agents, officers, contractors and invitees do not do that thing; and
- (b) the Tenant may not authorise or cause any person to do that thing.

2 Rent, Rates, Taxes and Levies

2.1 Rent

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

2.2 Rates, Taxes and Levies

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

2.3 Tenant to pay charges levied on Lot

The Tenant must pay:

- (a) charges for electricity, gas, oil, and water metered and consumed in or on the Lot; and
- (b) all charges in respect of any telephone or telecommunication services connected to the Lot; and
- (c) all other charges and impositions imposed by any public utility or Government Agency for the supply of any Service separately supplied to the Lot,

in respect of the Term, whether assessed during the Term or not and whether or not imposed on the Landlord or Tenant or the Lot.

3 Use of the Lot

3.1 Tenant to comply with laws and Requirements

The Tenant must comply on time, and at the Tenant's own expense, with all laws and Requirements in connection with:

- (a) the Lot; and
- (b) the Tenant's Property; and
- (c) the use or occupation of the Lot, including hours of operation and any conditions precedent for carrying out an Approved Use,

(whether or not any such laws or Requirements are addressed to or required to be effected by the Landlord or the Tenant) except to the extent that responsibility for compliance is imposed by law on the Owners Corporation.

3.2 Copies of Requirements

The Tenant must give the Owners Corporation a copy of any Requirement notified to or served on the Tenant.

3.3 Tenant to notify damage

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

3.4 Landlord not liable for fire control

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

3.5 Use

Subject to clauses 3.1 ("Tenant to comply with laws and Requirements") and 3.9 ("No noxious use"), the Tenant may use the Lot:

- (a) for Approved Uses; or
- (b) for other uses provided that it:

- (i) obtains and maintains any necessary consents under the By-Laws; and
- (ii) obtains and complies with all Approvals required for the permitted use from the relevant Government Agency; and
- (iii) obtains the prior consent of the Landlord.

The Tenant may not use the Lot for any other use.

3.6 Liquor licence

Subject to clause 3.5 ("Use"), if the Tenant uses the Lot in accordance with a liquor licence, it must ensure that the Lot is operated in accordance with the provisions of all liquor laws and that the continued operation and effect of any liquor licence is not prejudiced.

3.7 No warranty as to use

The Landlord does not warrant that the Lot is suitable, or may be used, for any purpose. The Tenant represents and warrants that:

- (a) it has made its own appraisal of, and has satisfied itself in all respects in connection with, the suitability of the Lot for the Tenant's proposed use; and
- (b) has had the opportunity to investigate, and has accepted this Lease, with full knowledge of and subject to any prohibitions or restrictions applying to the Lot (including its use) under any laws or Requirements.

3.8 Tenant's obligations for consents

If an Approval of any Government Agency under any laws or Requirements is required for the use permitted under clause 3.5 ("Use"), the Tenant must obtain that Approval at its own expense and may not by any act or omission cause such Approval to lapse or be revoked.

3.9 No noxious use

The Tenant must not during the Term permit any illegal act, trade, business, occupation or calling at any time during the Term to be exercised, carried on, permitted or suffered in, or on the Parcel.

3.10 Environmental control

The Tenant must comply with all Environmental Laws.

3.11 Securing of the Lot

The Tenant acknowledges that the Landlord is not responsible nor liable in any manner whatsoever (including any responsibility or liability for which the Landlord might otherwise be responsible or liable because of the negligence on the part of the Landlord, its officers, servants, agents or contractors) for

security of or within the Lot or in respect of any unauthorised entry to or misdemeanour within the Lot.

3.12 Supply failure

The Tenant agrees that the Landlord is not liable for, and releases the Landlord from, any liability, loss, injury, damage, cost or expense sustained by the Tenant or any other person at any time as a result of or arising in any way out of the interruption to or the failure of the Services enjoyed by the Tenant in conjunction with the Lot or this Lease (but excepting any interruption or failure caused or contributed to by the negligent or wilful act of the Landlord or the Landlord's officers, employees, agents or contractors).

3.13 Disturbance to residents

The Tenant acknowledges that the Lot is in close proximity to residential areas and that the carrying out of any works on the Lot may result in complaints being made by the residents of nearby properties. The Tenant must use all reasonable endeavours to ensure the occupation or use of the Lot, or the carrying out of any works on the Lot, causes as little disturbance as reasonably practicable to residents of nearby properties having regard to the permitted use and the Tenant's obligations under this Lease.

3.14 Condition and use of Lot

The Tenant represents and warrants to the Landlord that, because of the Tenant's own inspection and enquiries, the Tenant:

- (a) is satisfied as to the nature, quality, condition and state of repair of the Lot; and
- (b) accepts the Lot as it is and subject to all defects (latent or patent) and all dilapidation and infestation.

3.15 Cleaning

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

3.16 No objection

The Tenant may not make any objection or claim for compensation because of anything in connection with:

- (a) any of the matters referred to in clause 3.14 ("Condition and use of Lot"); or
- (b) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Lot during the Term; or
- (c) the presence in or on the Parcel of Contamination; or
- (d) the condition, performance or existence or non-existence of Services.

3.17 Sydney Local Environmental Plan 2005

The Tenant cannot during the Term require the Sydney Harbour Foreshore Authority to acquire the Tenant's interest in any part of the Land pursuant to clause 127 of the Sydney Local Environmental Plan 2005 or otherwise.

4 Maintenance, repair and works

4.1 Good repair

The Tenant must keep the Lot in good and serviceable repair having regard to the age and, if applicable, heritage nature of the Lot and the effect of fair wear and tear.

4.2 Renovation and refurbishment works

The Tenant may renovate or refurbish the Lot and the Tenant's Property in accordance with:

- (a) any Requirements, restrictions and prohibitions set out in the By-Laws; and
- (b) any Requirements, restrictions or prohibitions of a Government Agency.

4.3 Obligations during redevelopment

Clause 4.1 ("Good repair") does not apply during any redevelopment or reinstatement of the Lot which has been approved by the Landlord.

4.4 Inspection by Landlord

The Landlord and persons authorised by the Landlord may enter the Lot to see the state of repair and assess the performance by the Tenant of its obligations under this Lease or enforce the Landlord's rights under this Lease at reasonable times if the Tenant is given reasonable notice. If the Landlord decides that there is an emergency, then the Landlord and persons authorised by the Landlord may enter the Lot at any time without notice. As to the existence of any emergency the reasonable opinion of the Landlord is conclusive.

5 Quiet enjoyment

5.1 Tenant's quiet enjoyment

Subject to clauses 5.2 ("Surrounding noise and activities"), 5.3 ("No objection") and 5.4 ("Entry to the Lot"), the Tenant while duly and punctually observing the Tenant's Covenants is entitled to peaceably possess and enjoy the Lot during the Term without disturbance from the Landlord or any person lawfully claiming through the Landlord except to the extent provided for in this Lease.

5.2 Surrounding noise and activities

The Tenant acknowledges that it is aware that:

- (a) the Lot is within an inner city entertainment precinct; and
- (b) entertainment and promotional events or activities and public festivals (which may include fireworks) are conducted in that entertainment precinct (including on adjoining land but not extending to the Lot); and
- (c) because the Lot is in an entertainment precinct, the Lot is exposed to water and road traffic on a 24 hour basis; and
- (d) the waterways surrounding the Lot and wharves in Darling Harbour, Cockle Bay, Jones Bay and Pyrmont Bay are used for Shipping Activities on a 24 hour basis; and
- (e) the events, activities, festivals or Shipping Activities may temporarily interfere with the Tenant's quiet enjoyment of the Lot.

5.3 No objection

The Tenant is not entitled to object to, or in any way obstruct the proper carrying out of, or claim compensation in respect of Shipping Activities or the events, activities or festivals as set out in clause 5.2 ("Surrounding noise and activities").

5.4 Entry to the Lot

Nothing in clause 5.2(e) ("Surrounding noise and activities") authorises any person (other than persons permitted or authorised under this Lease, any laws or rights of way) to enter the Lot.

5.5 Events

Nothing in clause 5.2 ("Surrounding noise and activities") authorises the Landlord to carry out events, activities, festivals or Shipping Activities on the Lot.

6 Insurance

6.1 Tenant to insure

The Tenant must effect and maintain a policy indemnifying the Landlord in respect of its liability under clause 8.2(b) ("Release and indemnity by Tenant") for an amount of \$20 million for any one occurrence or for any other amount which the Landlord reasonably prescribes, being an amount not less than any minimum amount provided by the regulations under the Management Act.

6.2 Policies

The Tenant, in respect of all policies of Insurance which the Tenant must effect under this Lease, must:

- (a) ensure that the interests of the Landlord are covered where applicable; and
- (b) at the Landlord's request, lodge promptly with the Landlord a duplicate or certified copy of each policy and a copy of each renewal certificate; and
- (c) punctually pay all premiums in respect of the policy and its renewal; and
- (d) include a cross liability clause.

6.3 Full particulars

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

6.4 Insurance not to be avoided

The parties must not do nor permit anything which prejudices any Insurance required under this clause 6 or causes a change in risk which results in an increase in the amount of the premium.

6.5 Periods of insurance

The Tenant must maintain all the Insurances required under this Lease until the expiry or earlier termination of this Lease.

6.6 Failure to produce proof of Insurance

If after being requested in writing by the Landlord to do so, the Tenant fails to produce evidence of compliance with its obligations under this clause 6 within 10 Business Days of the date of receipt of the Landlord's notice (or the date it is deemed to be received under this Lease) to the satisfaction of the Landlord, the Landlord may effect and maintain any Insurances required to be effected under this Lease and pay the premiums. The amount paid is a debt due from the Tenant to the Landlord payable on demand.

6.7 Obligations not limited

The effecting of Insurances by the Landlord in accordance with clause 6.6 ("Failure to produce proof of Insurance"), does not limit the liabilities or obligations of the Tenant under this Lease.

6.8 Continuation of liability

Any liability of the Tenant under this clause 6 in respect of any act, matter or thing which arises before the expiration or termination of this Lease continues after its expiration or termination.

7 Inspection

7.1 Inspection

The Landlord may at any time on giving the Tenant reasonable notice (other than in an emergency or upon the default of the Tenant, when no notice is required) enter the Lot for purposes associated with the Landlord's right of entry under the Common Property Lease.

7.2 Limited inspections

The Landlord may not exercise the rights under clause 7.1 ("Inspection") more than twice in any 12 month period (other than in an emergency or upon the default of the Tenant).

7.3 Nature of rights

The exercise of the Landlord's rights under clauses 7.1 ("Inspection") is not a breach of clause 5.1 ("Tenant's quiet enjoyment").

8 Release and indemnity

8.1 Tenant as owner

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

8.2 Release and indemnity by Tenant

Without limiting clause 8.1 ("Tenant as owner"), the Tenant:

- (a) agrees to occupy, use and keep the Lot at its own risk; and
- (b) releases and indemnifies, to the extent not excluded by law, the Minister, the Landlord and its employees and contractors from any claims and demands of every kind and liability which may arise in respect of:
 - (i) any damage to property or death of or injury to any person, of any nature in or arising out of the occupation or use of the Lot and in respect of loss of or damage to the Tenant's Property; and
 - (ii) any act or omission of the Tenant which might impose on or increase any liability of the Landlord in respect of the Building or the Parcel; and
 - (iii) any non-compliance by the Tenant, its agents or employees with the Requirements or Environmental Laws.

8.3 Tenant's indemnity not affected

The fact that the proceeds of the policy referred to in clause 6 ("Insurance") may not fully indemnify the Landlord or the Minister does not affect the

amount of the Tenant's indemnity under clause 8.2(b) ("Release and indemnity by Tenant").

8.4 Negligence or default of Landlord

Despite any other provision in this clause 8, the releases, responsibilities and indemnities contained in this clause 8 will not apply with respect to any act, matter, thing or consequence to the extent that it was caused or contributed to by the negligence, default or misconduct of the Landlord or its agents, employees, invitees, contractors, licensees or Authorised Officers.

8.5 Continuation of liability

The obligations of the Tenant under clause 6 ("Insurance") and this clause 8 are continuing obligations, separate and independent from the other obligations of the Tenant and survive expiry or termination of this Lease. It is not necessary for the Landlord to incur expense or make payment before enforcing a right of indemnity conferred by this Lease.

9 Transfer

9.1 Transferee to notify Landlord

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

9.2 Transferor's obligations terminate

From the date of transfer of this Lease by the Tenant, the obligations of the transferor to the Landlord under this Lease terminate except in respect of any obligations under clause 8.5 ("Continuation of liability") or any breach of the Tenant's Covenants existing at the date of the transfer.

9.3 Acknowledgement that Tenant's rights not restricted

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

9.4 Transfer to Maritime Authority of NSW

The Tenant acknowledges that the Sydney Harbour Foreshore Authority, the Landlord on the Commencement Date, will transfer the Land and its interest in this Lease to the Maritime Authority of NSW.

9.5 Landlord may transfer

The Landlord may, at any time during the Term, transfer the Land and transfer or assign its interests in this Lease without the Tenant's consent.

9.6 Change of Landlord

If the Landlord transfers the Land or transfers or assigns its interests in this Lease so that the Tenant becomes obliged to perform its obligations under this Lease in favour of another person, then:

- (a) the Landlord is released from its obligations under this Lease arising after it ceases to be the landlord;
- (b) in order to discharge its obligations under clause 6.2(a) ("Policies"), the Tenant must notify its insurer that the transfer has occurred; and
- (c) the Landlord must procure the assignee or transferee to enter into and be bound by any consents given by the Landlord pursuant to this Lease.

9.7 Head lease or other interests

The Tenant must permit persons having an estate or interest in the Lot superior to or concurrent with the Landlord's to exercise the Landlord's or that other person's rights and otherwise perform their obligations in connection with the Lot.

9.8 Easements

- (a) The Tenant acknowledges that at the date of this Lease all:
 - (i) easements and restrictions on use and positive covenants in relation to the Parcel;
 - (ii) the agreements and arrangements in relation to the Parcel;
 - (iii) the rights and privileges in relation to the Parcel; and
 - (iv) necessary dedications of land,which are or may be:
 - (v) required by a Government Agency or a service provider; or
 - (vi) necessary or desirable for the proper management of the Parcel, Sydney Wharf, part of Sydney Wharf and any adjoining land,may not have been created or established.
- (b) The Tenant must not object to the creation or establishment of anything set out in clause 9.8(a) unless such creation or establishment would substantially and adversely interfere with or lessen the enjoyment of rights granted to the Tenant under this Lease.
- (c) Subject to clause 9.8(b), the Tenant must consent to and sign any documents which may be necessary to create, establish or otherwise give effect to anything set out in clause 9.8(a).

10 Common Property Lease and By-Laws

10.1 Tenant's obligations

The Tenant must not do anything to prevent:

- (a) compliance by the Owners Corporation with the Common Property Lease; or
- (b) the exercise by the Landlord of the Landlord's rights under the Common Property Lease.

10.2 Complying with By-Laws

In addition to its other obligations under this Lease, the Tenant must:

- (a) comply with the By-Laws; and
- (b) use reasonable endeavours to ensure that an Occupier complies with the By-Laws; and
- (c) obtain all necessary consents under the By-Laws before carrying out works or doing anything else for which consent is required under the By-Laws; and
- (d) comply with any other obligations imposed on the Tenant from time to time.

10.3 Tenant responsible for Occupiers

The Tenant must:

- (a) include in any sub-lease or other agreement with an Occupier provisions requiring the Occupier to refrain from breaching the By-Laws; and
- (b) use reasonable endeavours to ensure that an Occupier refrains from breaching the By-Laws.

11 Public Access Areas

11.1 Use

The Public Access Areas are, subject to the easements over the Common Property registered with DP1121561, available for 24 hour use by:

- (a) the Owners Corporation; and
- (b) owners and occupiers of lots in Sydney Wharf; and
- (c) members of the public.

11.2 Obligations

The Tenant acknowledges that the Owners Corporation must comply with the easements over the Common Property registered with DP1121561.

11.3 Access

The Tenant acknowledges that, at the Commencement Date, the Public Access Areas are available for use and are dealt with in the easements over the Common Property registered with DP1121561.

11.4 Signage

The Tenant must ensure that portable signs, goods for sale and advertising displays are not placed on the Public Access Areas, the Tenant's outdoor furniture or on any other public areas in Sydney Wharf.

12 Yielding up

12.1 Removal of Tenant's Fixtures

The Tenant may, with the consent of the Landlord, remove the Tenant's Fixtures from the Lot, 6 months before the end of the Term.

12.2 Yielding up

No later than on termination of this Lease, the Tenant must:

- (a) surrender peaceably and yield up the Lot in a condition consistent with compliance with the Tenant's Covenants in this Lease; and
- (b) remove from the Lot any moveable articles not forming part of the Tenant's Fixtures; and
- (c) repair any damage caused by the removal of the Tenant's Fixtures, or the property referred to in clause 12.2(b).

12.3 Purchase of Tenant's Fixtures not to be removed

If the Landlord does not give its consent to the removal of any part of the Tenant's Fixtures under clause 12.1 ("Removal of Tenant's Fixtures"), the Landlord must purchase that part by paying to the Tenant in respect of that part, an amount equal to the excess of the value of that part after removal from the Lot over the likely cost of the removal. If a dispute arises under this clause 12.3, it must be resolved under clause 15 ("Disputes").

13 Goods and Services Tax

13.1 Amounts otherwise payable do not include GST

All Payments, including all rent and other charges expressed or determined to be payable under this Lease, have been set or determined without regard to the impact of GST.

13.2 Liability to pay any GST

- (a) If the whole or any part of a Payment by a party (including amounts referred to in clause 13.3) is the consideration for a Taxable Supply, the GST Amount in respect of the Payment must be paid to the payee

as an additional amount, at the same time and in the same manner as the Payment is otherwise payable or as otherwise agreed in writing..

- (b) If any Supply made by a party under or in connection with this Lease is subject to GST, the party receiving the Supply must, subject to clause 13.4, pay to the party making the Supply an amount on account of GST, such amount to be in addition to the consideration for the Supply and to be calculated by multiplying the consideration by the prevailing GST rate.

13.3 Reimbursements

If this Lease requires a party to pay for, reimburse or contribute to any expense or liability (reimbursable expense) incurred by the other party (payee) to a third party; the amount to be paid, reimbursed or contributed shall be reduced by the amount of the Credit.

13.4 Tax invoice

A party receiving a payment or a Supply under clause 13.2 ("Liability to pay any GST") must provide a valid Tax Invoice to the party from which a payment is received.

13.5 Adjustments

If an Adjustment Event arises in relation to a Supply, then the supplying party must issue an Adjustment Note, and, as appropriate:

- (a) in the case of an Increasing Adjustment for the supplying party, the receiving party must pay to the supplying party the amount by which the Corrected GST Amount exceeds the Previously Attributed GST Amount; and
- (b) in the case of a Decreasing Adjustment for the supplying party, the supplying party must refund to the receiving party the amount by which the Previously Attributed GST Amount exceeds the Corrected GST Amount.

13.6 Indemnity

A party making payment under clause 13.2 or clause 13.5 ("payer") must indemnify and keep indemnified the party receiving payment ("payee") under that clause for any cost, expense, fine or liability incurred by the payee as a result of a breach of clause 13.2 or clause 13.5 by the payer.

13.7 Definitions

In this Lease:

- (a) Acquisition, Adjustment Event, Adjustment Note, Corrected GST Amount, Decreasing Adjustment, GST, GST Exclusive Market Value, Increasing Adjustment, Input Tax Credit, Previously Attributed GST Amount, Supply, Taxable Supply, Tax Invoice and Tax Period have the meanings they each have in the GST Law.



- (b) **Credit** means the Input Tax Credit to which the payee is entitled in respect of the reimbursable expense, or, if the amount to be paid, reimbursed or contributed under clause 13.2 is a proportion of the reimbursable expense, a proportion of the Input Tax Credit that is the same proportion that the amount to be reimbursed bears to the reimbursable expense.
- (c) **GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is consideration for a Taxable Supply) by the appropriate rate of GST (being 10% when the GST Law commenced).
- (d) **GST Law** has the same meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulation made under that Act.
- (e) **Payment** means:
 - (i) the amount of any monetary consideration (other than a GST Amount payable under this clause 13); and
 - (ii) the GST Exclusive Market Value of any non-monetary consideration

paid or provided by one party to another for any Taxable Supply made under or in connection with this Lease and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

14 General

14.1 Tenant not agent or Landlord

The Tenant must not:

- (a) in connection with the Lot or otherwise directly or indirectly hold out or permit to be held out to any member of the public, any statement, act, deed, matter or thing indicating that the Lot is managed or supervised by the Landlord or the Minister; or
- (b) act as or represent itself to be the agent of the Landlord or the Minister.

14.2 Relationship of parties

Nothing in this Lease will be deemed or construed as creating the relationship of partnership or of principal and agent or of joint venture between the Landlord and the Tenant. The relationship between the Landlord and Tenant is that of lessor and lessee only.

14.3 Waiver

- (a) No waiver by the Landlord of any breach of any covenant obligation or provision in this Lease contained or implied will operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied.
- (b) A provision of this Lease or a right under this Lease is only waived or varied if the waiver or variation is in writing and signed by the party to be bound.

14.4 Costs

The Tenant must pay the Landlord's reasonable legal costs and all duties, fees, charges and expenses in respect of:

- (a) any application for the consent or approval of the Landlord under this Lease; and
- (b) any breach of the Tenant's Covenants; and
- (c) the exercise of any right (including in connection with the actual enforcement or preservation of any rights under this Lease), waiver, variation, power, privilege, authority or remedy of the Landlord in respect of this Lease if ordered by any Government Agency or court or determined pursuant to the Management Act; and
- (d) taxes and fees (including registration fees) and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with this Lease or a payment or receipt or any other transaction contemplated by this Lease excluding any fine or penalty incurred due to the default of the Landlord,

including in each case reasonable legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

14.5 Independent consultants

The Tenant agrees that the costs, charges and expenses referred to in clause 14.4 ("Costs") include those payable to any independent consultant or other person appointed to evaluate any matter of concern or the Landlord's agent and the Landlord's reasonable administration costs in connection with any event referred to in clause 14.4 ("Costs").

14.6 Tenant to pay cost of work

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

14.7 No merger

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

14.8 Governing law

This Lease is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

14.9 Consents

Any consent or approval of the Landlord which the Tenant requires under the Lease to do or execute any act, matter or thing must be in writing and must be given (whether conditionally or unconditionally) or withheld by the Landlord acting reasonably and no later than 30 days after a proper request has been made by the Tenant.

14.10 Signing consents

Consents or approvals by the Landlord may be signed by the Authorised Officer or any other person authorised by the Landlord for that purpose from time to time.

14.11 Set-off

The Landlord may set off any amount owing by it to the Tenant under this Lease against any amount owing by the Tenant to the Landlord.

14.12 Further assurances

If asked by the Landlord, then the Tenant must, at its own expense:

- (a) execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the Tenant and its successors under this Lease; and
- (b) use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this Lease.

14.13 Antecedent breaches and obligations

The expiry or termination of this Lease does not affect:

- (a) the rights of the parties to this Lease in respect of another party's breach which occurs before expiry or termination; or
- (b) the Tenant's obligations to:
 - (i) make payments under this Lease which fall due before expiry or termination; or
 - (ii) provide information to the Landlord to enable it to calculate the payments in clause 14.13(b)(i).

14.14 Compensation under the Development Act

The Tenant is not entitled to claim any freehold interest in the Parcel or the Lot or to receive any compensation under section 37(1)(c) of the Development Act from the Landlord on the expiry or earlier termination of this Lease.

14.15 Resumption

Without prejudice to any statutory right of the Tenant to receive compensation for resumption, nothing contained in this Lease is deemed to preclude or prevent the exercise of any statutory right of resumption affecting the Lot at any time during the Term.

14.16 Supervening legislation

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

14.17 Development Act and Management Act

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

14.18 Minister's approval

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

14.19 Further construction

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

14.20 Notices

Subject to clause 14.21 ("Email communications will not effect service"), without prejudice to any other means of service, any notice, demand requisition, consent or election required to be served must be in writing, and will be sufficiently served on the addressee if signed by an Authorised Officer for the time being of the relevant party or his or her delegate and:

- (a) if served personally; or
- (b) if left at the address of to the Tenant; or
- (c) if forwarded by prepaid post or some other form and addressed to the Tenant,

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

For the purpose of this clause 14.20, communications sent by email are taken to be signed by the sender.

14.21 Email communications will not effect service

Despite clauses 14.20 ("Notices") and 14.23 ("Receipt of notice"), unless otherwise agreed by the parties, any email communication given under this Lease will not effect service of a notice which is required under this Lease.

14.22 Notice to take effect

Communications take effect from the time they are received or taken to be received under clause 14.23 ("Receipt of Notice") (whichever happens first) unless a later time is specified.

14.23 Receipt of notice

Communications are taken to be received:

- (a) if sent by post, three Business Days after posting (or seven Business Days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) if sent by email;
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

14.24 Address details

Unless otherwise notified in writing, the Landlord's address for service is:

Address: Level 6, 66 Harrington Street, The Rocks NSW 2000

Facsimile No: (02) 9240 8000

Email: John.Mitchell@shfa.nsw.gov.au

The Tenant's address for service is the address for service as recorded in the Land and Property Information (NSW) records from time to time.

Following the transfer contemplated in clause 9.4 ("Transfer to Maritime Authority of NSW"), the Maritime Authority of NSW will be the Landlord and the Landlord's address for service will be:

Address: Level 11, 207 Kent Street, Sydney NSW 2000

Facsimile No: (02) 9364 2321

Email: slawton@maritime.nsw.gov.au

14.25 Archaeological ruins

Any archaeological ruins found within the Parcel remain the property of the Landlord.

14.26 Interest on money due

The Tenant must pay the Landlord on demand interest on any money due to the Landlord under this Lease at the rate of 2 per cent per annum above the BBSW Rate or, if that rate is not available the rate the Landlord reasonably determines is appropriate.

14.27 No derogation from grant

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

15 Disputes

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

16 Option to require transfer

16.1 Grant of option

In consideration of the Landlord's agreement to pay the Transfer Option Fee to the Tenant, the Tenant grants to the Landlord the Transfer Option.

16.2 Transfer Option Fee

The Landlord must pay to the Tenant the Transfer Option Fee on the earlier of:

- (a) the date on which the Landlord exercises the Transfer Option; and
- (b) the Expiry Date.

16.3 Tenant to issue warning notice

- (a) If the Landlord has not exercised the Transfer Option by the date that is 3 months before the expiry of each Transfer Option Exercise Period, the Tenant must issue the Landlord with a Warning Notice.
- (b) The Tenant must not issue a Warning Notice more than 3 months before the expiry of the relevant Transfer Option Exercise Period.
- (c) If the Tenant issues the Warning Notice later than the date that is 3 months before the expiry of the Transfer Option Exercise Period, that Transfer Option Exercise Period is extended so that it ends on the date which is 3 months after the date on which the Tenant issues the Warning Notice.

16.4 Tenant to issue final notice

- (a) If the Landlord has not exercised the Transfer Option by the date which is 1 month before the expiry of the relevant Transfer Option Exercise Period, the Tenant must issue the Landlord with a Final Notice.
- (b) The Tenant must not issue a Final Notice more than 1 month before the expiry of the relevant Transfer Option Exercise Period.
- (c) If the Tenant issues the Final Notice later than the date that is 1 month before the expiry of the relevant Transfer Option Exercise Period, that Transfer Option Exercise Period is extended so that it ends on the date which is 1 month after the date on which the Tenant issues the Final Notice.

16.5 How to exercise option

If the Landlord wishes to exercise the Transfer Option it must deliver to the Tenant during the Transfer Option Exercise Period:

- (a) notice in writing executed by the Landlord specifying that the Landlord exercises the Transfer Option (Exercise Notice); and
- (b) if the Landlord wishes that the Tenant's interest be transferred to another person (Nominee), the name and address of the Nominee (which may be included in the Exercise Notice); and

the parties acknowledge that if the Landlord completes and signs a copy of either a Warning Notice or a Final Notice, that signed copy will be a valid Exercise Notice for the purpose of this clause 16.5.

16.6 Execution of Transfer

- (a) The Landlord must prepare and deliver to the Tenant either with or after it issues an Exercise Notice, a document that transfers the interest of the Tenant under this Lease to:
 - (i) the Landlord; or
 - (ii) if the Landlord wishes that the Tenant's interest be transferred to a Nominee, the Nominee,on title (Transfer).
- (b) Within five Business Days of receipt of the Transfer, the Tenant must execute and return the executed Transfer to the Landlord.

16.7 Service

Notwithstanding any other provision in this Lease, the delivery of the Exercise Notice is only effective if:

- (a) the Tenant is a company, the Exercise Notice is delivered to the:
 - (i) registered office;

- (ii) principal place of business; or
- (iii) last known address recorded in a public register,
of the Tenant;
- (b) the Tenant is or includes a natural person, the Exercise Notice is delivered to the last known address of the Tenant or of a natural person comprised in the Tenant;
- (c) the Exercise Notice is delivered to the Lot; or
- (d) where the Tenant has served either or both of a Warning Notice and a Final Notice, the address set out in the Warning Notice or Final Notice.

16.8 Power of attorney

If, following 15 Business Days after delivery of the Transfer in accordance with clause 16.6 ("Execution of Transfer"), the Tenant fails to deliver the executed Transfer to the Landlord, the Tenant appoints the Landlord as its attorney to do all things necessary and sign all documents necessary so that this Lease is transferred to the Landlord or its Nominee.

16.9 Acknowledgement

- (a) The Tenant acknowledges that:
 - (i) the only consideration for the grant of the Transfer Option or the transferring of this Lease if the Landlord exercises the Transfer Option is the payment by the Landlord to the Tenant of Transfer Option Fee; and
 - (ii) no further consideration or compensation is payable to the Tenant by the Landlord for the grant of the Transfer Option or the transferring of this Lease if the Landlord exercises the Transfer Option.
- (b) Any subsequent transferee of this Lease acknowledges having read and understood this clause 16 ("Option to require transfer") before it became the registered proprietor of this Lease.

16.10 Caveat

- (a) The Landlord and the Tenant agree that the Landlord may lodge a caveat on the title to this Lease protect its interest under this clause 16 ("Option to require transfer").
- (b) If the Landlord lodges a caveat in accordance with clause 16.10(a), the Landlord must provide its consent to the lodgement of any Encumbrance provided that the Encumbrance contains provision to the satisfaction of the Landlord acting reasonably that the Encumbrance will cease to operate and in the case of a sublease, the sublease will automatically terminate, on the Transfer Date.



16.11 Tenant's obligation

The Landlord and the Tenant agree that if the Landlord exercises the Transfer Option, the provision in clause 12 ("Yielding Up") apply as if the Transfer Date is the date of termination of this Lease.

16.12 Definitions

In this clause 16 ("Option to require transfer"):

Encumbrance means a mortgage, charge or lease or any other dealing of a proprietary nature.

Expiry Date means the date provided on the cover page of this Lease.

Final Notice means a notice from the Tenant to the Landlord in the form of Part 2 of Appendix 1.

First Transfer Option Exercise Period means the period:

- (a) starting on the Commencing Date; and
- (b) ending 20 years after the Commencing Date, subject to any extension required under clause 16.3(c) or 16.4(c).

Second Transfer Option Exercise Period means the period:

- (a) starting on the day after the First Transfer Option Exercise Period; and
- (b) ending 20 years after the First Transfer Option Exercise Period, subject to any extension required under clause 16.3(c) or 16.4(c).

Third Transfer Option Exercise Period means the period:

- (a) starting on the day after the Second Transfer Option Exercise Period; and
- (b) ending 20 years after the Second Transfer Option Exercise Period, subject to any extension required under clause 16.3(c) or 16.4(c).

Transfer Date means the date which is one day after the end of the Transfer Option Exercise Period.

Transfer Option means an option to require that the Tenant to Transfer this Lease to the Landlord or its Nominee on the Transfer Date.

Transfer Option Exercise Period means each of the First Transfer Option Exercise Period, the Second Transfer Option Exercise Period or the Third Transfer Option Exercise Period.

Transfer Option Fee means \$1.00.

Warning Notice means a notice from the Tenant to the Landlord in the form of Part 1 of Appendix 1.

Appendix 1 – Warning Notice and Final Notice

Part 1 – Warning Notice

*[To be prepared on the letterhead of the Tenant and to include the address
of the Tenant]*

Maritime Authority of NSW
[Address of Maritime at relevant time]

Dear Sirs

Warning Notice regarding exercise of option Pymont Wharves 8 and 9

This is a Warning Notice issued pursuant to clause 16.3 of the lease between
Maritime Authority of NSW ("Maritime") as landlord and [# to be inserted]
as tenant.

Maritime has the right to require the tenant to transfer the lease to Maritime
or its nominee on *[insert date, being the Transfer Date]*.

If Maritime wishes to exercise this right, it may do so by completing,
signing and returning the attached copy of this letter on or before *[insert
date, being the last day of the relevant Transfer Option Exercise Period]*.

If Maritime does not exercise this right on or before *[insert date, being the
last day of the relevant Transfer Option Exercise Period]* Maritime will
lose its right to require us to transfer the lease to Maritime or its nominee
until *[insert the date of commencement of the next Transfer Option
Exercise Period]*.

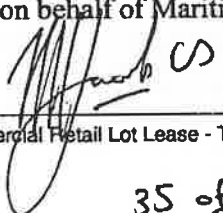

Yours faithfully

for and on behalf of

Maritime hereby exercises its right to require us to transfer the lease to
Maritime/ a nominee of Maritime, being *[insert name]*
of *[insert address]*

Our lawyers will provide you with a form of transfer in due course.

Signed for and on behalf of Maritime

Part 2 – Final Notice

[To be prepared on the letterhead of the Tenant and to include the address of the Tenant]

Maritime Authority of NSW
[Address of Maritime at relevant time]

Dear Sirs

**Final Notice regarding exercise of option
Pyrmont Wharves 8 and 9**

This is a Final Notice issued pursuant to clause 16.4 of the lease between Maritime Authority of NSW ("Maritime") as landlord and [# to be inserted] as tenant.

Maritime has the right to require the tenant to transfer the lease to Maritime or its nominee on *[insert date, being the Transfer Date]*.

If Maritime wishes to exercise this right, it may do so by completing, signing and returning the attached copy of this letter on or before *[insert date, being the last day of the relevant Transfer Option Exercise Period]*.

If Maritime does not exercise this right on or before *[insert date, being the last day of the relevant Transfer Option Exercise Period]* Maritime will lose its right to require us to transfer the lease to Maritime or its nominee until *[insert the date of commencement of the next Transfer Option Exercise Period]*.

Yours faithfully

for and on behalf of

Maritime hereby exercises its right to require us to transfer the lease to Maritime/ a nominee of Maritime, being [insert name]
Of [insert address]

Our lawyers will provide you with a form of transfer in due course.

Signed for and on behalf of Maritime

Annexure B - Signing Page

Parties: Sydney Harbour Foreshore Authority (Landlord) to
Sydney Wharf Pty Limited (Tenant)

Dated: 28 MAY 2008

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

EXECUTED as a deed

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

Signature of delegate

Signature of witness

Name of witness (BLOCK LETTERS)

MARK DANIEL JACOBS
SIGNED by
as attorney for **SYDNEY WHARF
PTY LIMITED (ABN 90 082 731
566)** under power of attorney
registered book 4540
no. 460 in the presence of:

Mangel
Signature of witness

CLAUDIA ANA MANGEL
Name of witness (block letters)

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

Annexure B - Signing Page

Parties: Sydney Harbour Foreshore Authority (Landlord) to
Sydney Wharf Pty Limited (Tenant)

Dated: 28 MAY 2008

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

EXECUTED as a deed

Executed by the Landlord:

SIGNED, SEALED AND)
DELIVERED by Nicholas)
Fternatis as attorney for)
SYDNEY HARBOUR FORESHORE)
AUTHORITY under power of attorney)
registered book 4542 no. 61 in the)
presence of.)

.....
Signature of witness)

Victoria Edge)
.....
Name of witness (block letters))

N. Fternatis)
.....
By executing this deed the attorney states)
that the attorney has received no notice)
of revocation of the power of attorney)



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:43

Order No. 64919598

Certificate No: 99321622

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 867854

Available: Y

Size (KB): 351

Number of Pages: 5

Scan Date and Time: 20/05/1997 16:12

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SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

FOR SIGNATURES, SEALS AND STATEMENTS REFER TO SHEET 8

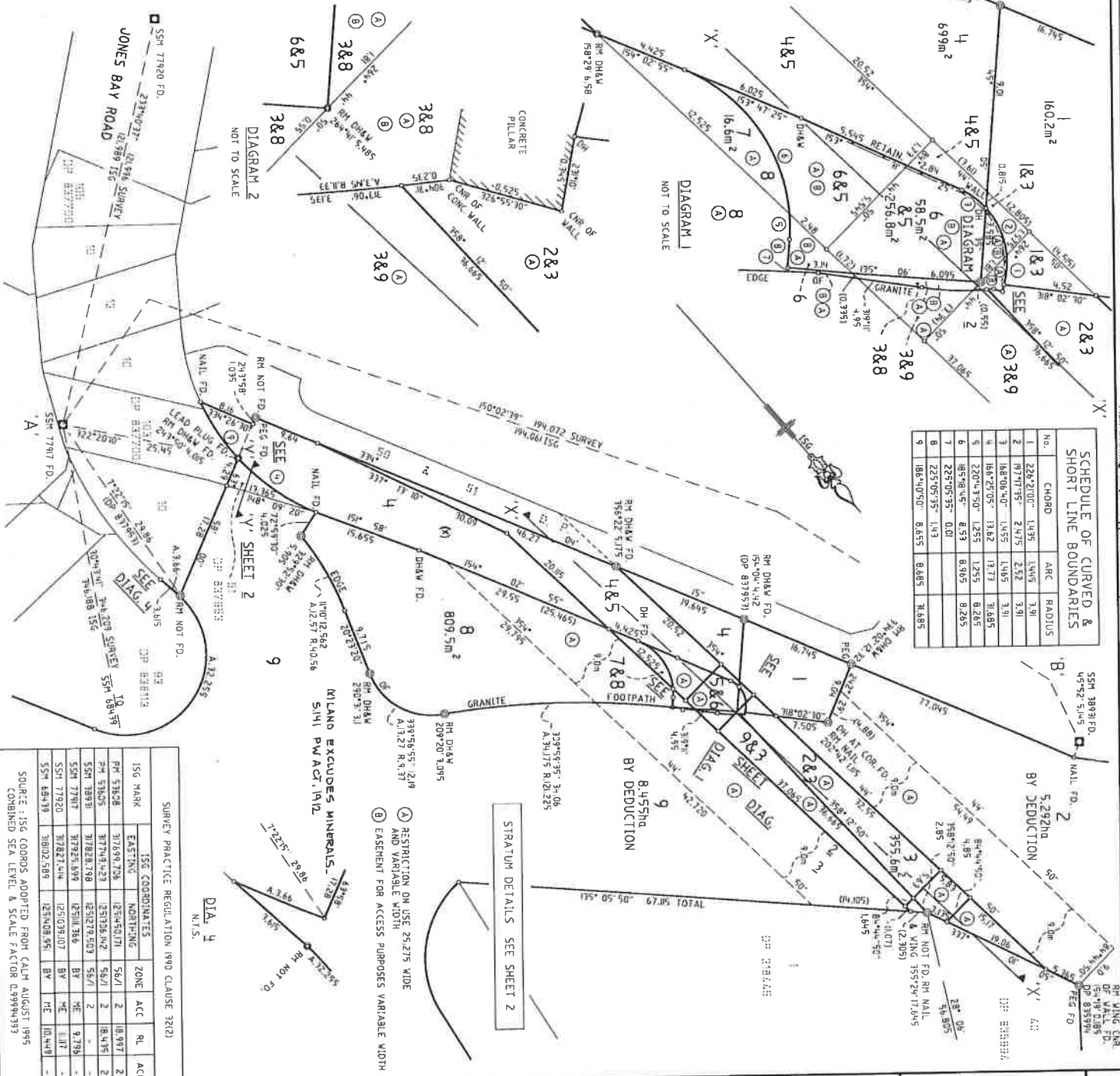
Crown Lands Office Approval
PLAN APPROVED
Land District
Paper No.
Field Book

Council Clerk's Certificate
I hereby certify that:
(a) the requirements of the Local Government Act 1994 (other than sub-section 220(1)(b)) have been complied with by the applicant in relation to the proposed "new road", "roadway", or "consolidated lot" set out herein

Signature
Date
Council Clerk
Signature
Date
Council Clerk

SCHEDULE OF CURVED & SHORT LINE BOUNDARIES

No.	CHORD	ARC	RADIUS
1	228°21'00"	14.95	14.95
2	97°17'35"	2.475	2.52
3	168°08'40"	1.455	1.465
4	166°25'05"	1.62	1.73
5	220°43'50"	1.255	1.255
6	85°18'45"	8.53	8.95
7	225°05'35"	0.01	8.265
8	225°05'35"	1.43	8.685
9	186°40'50"	8.655	8.685



SURVEY PRACTICE REGULATION 1990 CLAUSE 3(2)

ISG MARK	EASTING	NORTHING	ZONE	ACC	RL	ACC
PM 53628	317699.726	1271450.171	56/1	2	16.997	2
PM 53629	317719.423	1271350.162	56/1	2	16.475	2
PM 53630	317828.798	1271273.503	56/1	2	-	-
SSM 77920	317825.699	1271311.346	BY ME	8.739	-	-
SSM 77921	317821.544	1271311.017	BY ME	11.17	-	-
SSM 68419	318022.589	1271408.951	BY ME	10.449	-	-

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 867854

Registered: 19.5.1997

CA: TORRENS

Title System: SUBDIVISION

Purpose: U184-5-113

Ref Map: DP 837700, DP 838113, DP 837953

Lot Plan: DP 837700, DP 838113, DP 837953

PLAN OF SUBDIVISION OF LOTS 50 & 55 D.P. 837953, LOT 90 D.P. 838113 & LOT 102 D.P. 837700

Lengths are in metres. Reduction Ratio 1:400

L.G.A. SYDNEY CITY

Locality: PYRMONT

Parish: ST. ANDREW

County: CUMBERLAND

This is sheet 1 of my plan in 8 sheets

IDEAS II (REGISTERED)

PIERRE HARTZENBERG

52 FREDERICK STREET ROCKDALE 2216

Survey registered under the Survey Act 1958, hereby notified that the survey represented in this plan

or subdivision is in accordance with the Survey Practice Regulation, 1986 and was completed on 3/12/97

Signature: [Signature]

Survey registered under the Survey Act 1958

Date: 19.5.1997

DP 837953

DP 838113

DP 837953

DP 837953

DP 837953

DP 837953

DP 837953

DP 837953

DP 837953

DP 837953

DP 837953

DP 837953

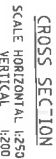
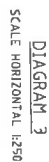
DP 837953

DP 837953

DP 837953

DP 837953

DP 837953

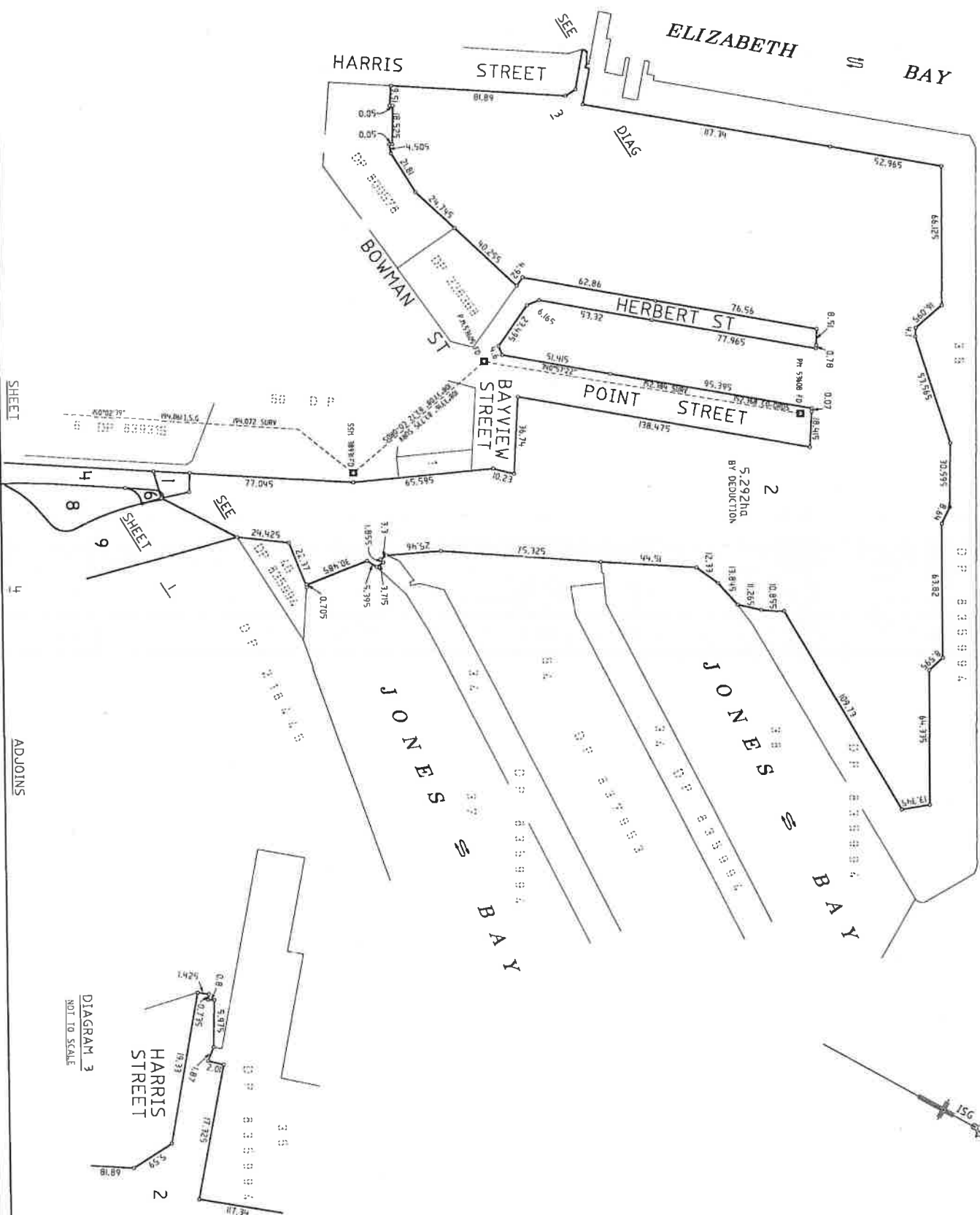


① RESTRICTION ON USE 25,275 WIDTH
THE RESTRICTION ON USE IS
THE STRATUM LIMITED IN DEPTH
TO RI-6.0N EXCLUDING LOTS
3, 5 & 7.

ALL HEIGHTS RELATE TO AUSTRALIAN HEIGHT DATUM

Lengths are in metres.	Reduction Ratio	1:250
SURVEYORS REFERENCE: 7545DA22		

JOHNSTONS BAY



DP 867854

Registered 19/5/1997.

This is sheet 3 of my plan in 2 sheets
dated 3/12/1997

Signature *P. Hopton*
Surveyor registered under Surveyors Act, 1978

This is sheet 3 of the plan of
the land shown to my certificate No.

Consent Manager/authorised person

L.G.A.: SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

For use where notice is notified in my plan on Plan Form 2

Lengths are in metres Reduction Ratio 1:1250

SURVEYORS REFERENCE: 7545DA23

DIAGRAM 3
NOT TO SCALE

Plan Drawing only to appear in the space

ADJOINS

SHEET

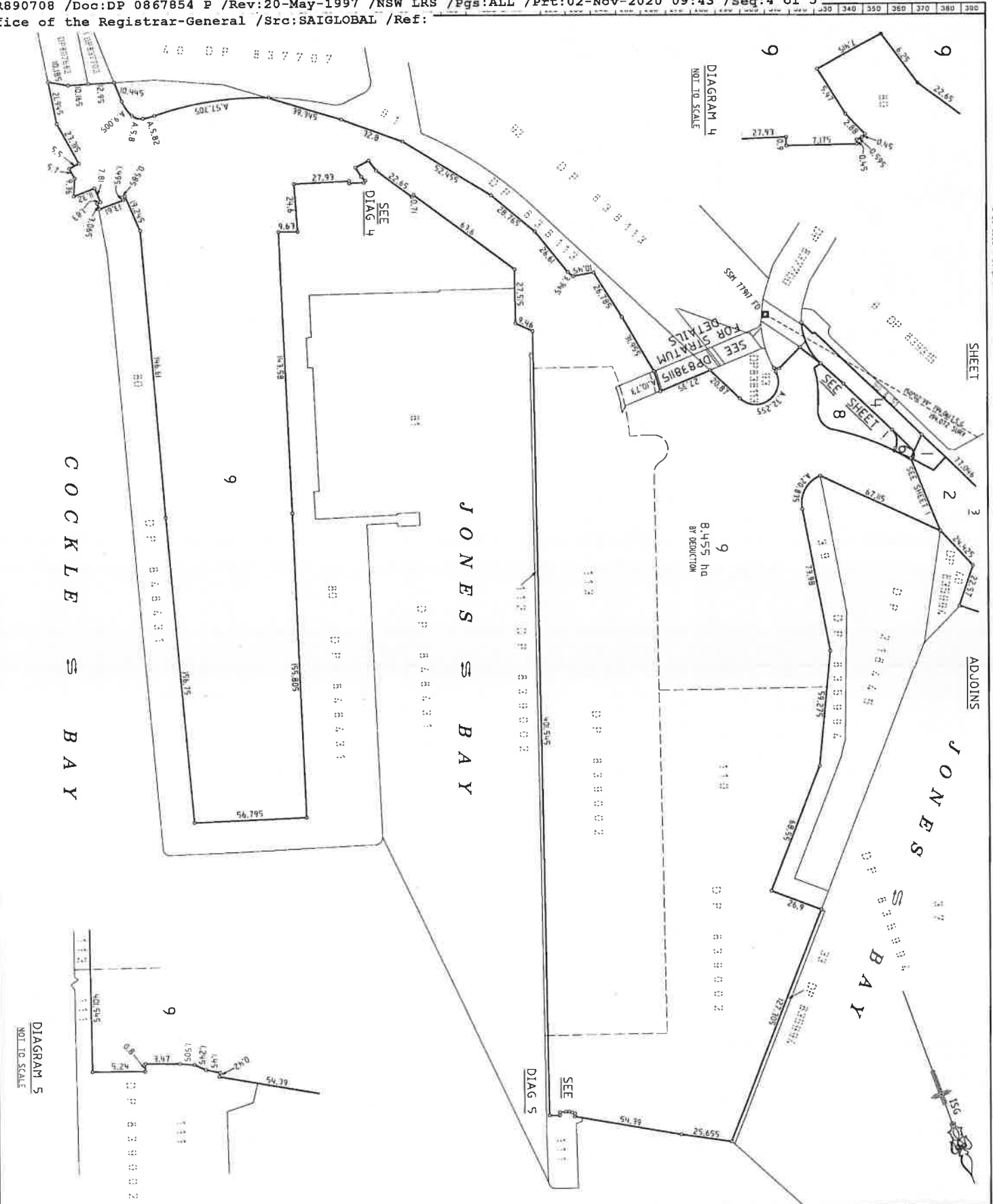


DIAGRAM 4
NOT TO SCALE

DIAGRAM 5
NOT TO SCALE

Plan Drawing only to appear in this space

<p>DP 867854 Registered <i>WMA</i> 19/5/1997. This is sheet 4 of my plan in 3 sheets dated 3/12/97</p>		<p>Signature <i>P. Haffenden</i> Surveyor registered under Surveyors Act, 1928 This is sheet 4 of my plan in 3 sheets dated 3/12/97 Witnessed by my certificate No. 44</p>	
<p>General Manager/authorized person</p>			
L.G.A.:	SYDNEY	Locality:	PYRMONT
Parish:	ST ANDREW	County:	CUMBERLAND
<p>For use where stated or modified in my plan on Plan Form 2</p>			
<p>Lengths are in metres Reduction Ratio 1/250 SURVEYORS REFERENCE 7545DA24</p>			

180	Table of mm	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
-----	-------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Plan Drawing only to appear in this space

SKANED by me, BRIAN NEWMAN General Manager, as delegate of the City West Development Corporation and I hereby certify that I have no notice of the revocation of such delegation.

Brian Newman
General Manager

DP 867854

Regulated 19.5.1997

This is sheet 5 of my plan in 5 sheets
dated 3/2/97

Signature *P. H. H. H.*
Surveyor registered under Surveyors Act, 1992
This is sheet 5 of my plan of
the land owned by my client's No.
of

General Manager/Authorised person

L.G.A.: SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

Fig. use where shown is insufficient in any plan or plan
Form 2.

The Official Seal
of the City West
Development Corporation
was affixed
here to

AL. H. G. H.
KIM DAVY & RAYMOND L. CAMPBELL
Civil Engineers

Lengths are in metres. Reduction Ratio N.T.S.

SURVEYORS REFERENCE: 7545DA25



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:43

Order No. 64919598

Certificate No: 99321623

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 867854

Available: Y

Size (KB): 181

Number of Pages: 7

Scan Date and Time: 20/05/1997 16:12

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

(Sheet 1 of 7 Sheets)

Lengths are in metres

DP 867854

Plan of Subdivision of Lots 50 and 55 in
DP 837953, Lot 90 in DP 838113 and
Lot 102 in DP 837700

PART 1

**Full name and address of proprietor of
the land**

City West Development Corporation of
137 Pyrmont Road Pyrmont and Casino
Control Authority of 309 Kent Street,
Sydney

1. **Identity of restriction on use
firstly referred to**

Restriction on Use 25.275 wide and
variable width

Schedule of Lots, etc. affected

Lots Burdened

Lots 2, 6, 8 and 9

Authority Benefited

Sydney Water Corporation Limited
ACN 063 279 649

2. **Identity of easement secondly
referred to**

Easement for Access purposes variable
width

Schedule of Lots, etc. affected

Lots Burdened

Lots 6 and 8

Authority Benefited

Sydney Water Corporation Limited
ACN 063 279 649

