

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent		
Co-agent vendor	Alajul Holdings Pty Limited (A.C.N. 136 844 589) of Superconcepts, Level 17, 2 Chifley Square, Sydney NSW 2000, as trustee for the Mico Family Super Fund	
Vendor's solicitor	Andreyev Lawyers Suite 1.10, 46a Macleay Street Potts Point NSW 2011	Tel: 1300 654 590 Ref: [7871] Email: property@andreyev.com.au
date for completion	30 th October 2020	
land (address, plan details and title reference)	Suite 89, 30-32 Pirrama Road PYRMONT NSW 2009 and associated carpark Lot 37 and Lot 187 in Strata Plan 69950 Folio Identifiers: 187/SP69950 and 37/SP69950	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Strata title office space	
attached copies	documents in the List of Documents as marked or numbered: 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 type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: All fixtures, fittings and fit-out in the office space
exclusions	
purchaser	Doq Ikari Investments Pty Ltd (A.C.N. 628 069 429) of Suite 304, 52-56 Atchinson Street, St Leonards NSW 2065, as trustee for Doq Ikari Capital
purchaser's solicitor	Landplus Legal (Attention: Frances Chiu) PO Box 9 Lingfield NSW 2070 Tel: +61 2 9413 8409 Fax: +61 2 9416 1429 Email: frances@landlegal.com.au
price	\$ 1,582,700
deposit	\$ 158,270 (10% of the price, unless otherwise stated)
balance	\$ 1,424,430
contract date	15 October 2020 (if not stated, the date this contract was made)

buyer's agent

vendor

Executed in accordance with s127 of the Corporations Act 2001 (Cth) by company directors of Doq Ikari Investments Pty Ltd ACN 628 069 429:

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30) no YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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 a **GSTRW payment** (GST 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

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

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

Bright & Duggan

PO Box 281
Crows Nest NSW 1585

Phone: (02) 9902 7100

Email: customercare@bright-duggan.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <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'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

Suite 89 / 30-32 Pirrama Road PYRMONT NSW 2009

SPECIAL CONDITIONS TO CONTRACT FOR SALE

General amendments

1. The parties agree that the standard terms of the Contract will be amended as follows:
 - (a) Clause 2.9 is deleted in its entirety;
 - (b) Clause 7.1.1 is amended by replacing “5%” with “1%”;
 - (c) Clause 10.1.9: replace the word “substance” and with the word “existence”;
 - (d) Clause 16.7: delete the words and numbers “cash (up to \$2,000) or”;
 - (e) Clause 16.8 is deleted in its entirety;
 - (f) Clause 23.6.1 is deleted and replaced with “the vendor is liable for all payments due prior to the Contract date”;
 - (g) Clause 23.6.2 is deleted and replaced with “the purchaser is liable for all payments due on and after the Contract date”;
 - (h) Clause 23.13 is amended by replacing “7 days” with “3 days”;
 - (i) Clause 23.14 is amended by replacing “7 days” with “2 days”; and
 - (j) Clause 25.2 is deleted in its entirety.

Requisitions on Title

2. The parties agree that the Requisitions on Title for the purpose of clause 5 are the Requisitions on Title attached to this contract.

Interest on late completion

3. The parties agree that completion must occur on or before the completion date set out in this Contract.
4. If the Purchaser is not able to complete the purchase by the completion date for any reason other than the neglect or delay of the Vendor, the Purchaser will pay liquidated damages to the Vendor at an amount equal to 8% per annum on the balance of the purchase price outstanding, to be computed at a daily rate from the date following completion and up to and including the actual date of completion (including both the completion date and the actual date of completion in that calculation), without prejudice to the Vendor’s other rights to damages due the default of the Purchaser.
5. The parties agree the amount in Special Condition 4 is considered a genuine pre-estimate of the liquidated damages and is deemed part of the balance of the purchase money due and payable to the Vendor on completion of the Contract.
6. The Purchaser cannot require the Vendor to complete the Contract unless the damages in Special Condition 4 are paid to the Vendor upon completion.

Insolvency of Purchaser

7. Notwithstanding any rule of law or equity to the contrary, should prior to completion of this Contract, the Purchaser become insolvent, enters into any scheme of receivership or administration, goes into liquidation, makes a voluntary or

involuntary assignment of a substantial portion of their assets, or is subject to an application for winding up or bankruptcy that is not reasonably substantiated as frivolous or vexatious within 10 business days, time is of the essence for all the Purchaser's obligations under this Contract and the Vendor is entitled to terminate this Contract for the Purchaser's breach of any timeframe required by this Contract.

Notice to Complete

8. If any event arises which entitles either party to issue a Notice to Complete, then the parties agree that a period of 10 business days from the date of service of the notice is reasonable and sufficient notice.
9. A Notice to Complete may be served on the other party by way of email transmission, with the date of service for such transmission deemed to be:
 - (a) The day it was actually transmitted if that day is a business day and the transmission was sent prior to 5:00pm on that day; or
 - (b) In all other cases, it will be deemed to be served on the next business day.
10. If a party is required to issue a Notice to Complete to ensure completion of the Contract (the **issuing party**), the other party must pay to the issuing party the costs incurred for additional legal charges and other costs associated with issuing the Notice to Complete.
11. The parties agree and acknowledge that a true and realistic estimate of the issuing party's costs incurred for additional legal charges and other costs associated with issuing the Notice to Complete is \$300 plus GST.
12. A party cannot require the issuing party to complete the Contract unless the costs described in Special Conditions 10 and 11 are paid to the issuing party upon completion.

Improvements and inclusions

13. The Vendor makes no representation or warranty about the state of repair or condition of the property.
14. The Purchaser acknowledges the property is being sold on an "as-is" basis.
15. The Purchaser accepts the property and its inclusions in its present condition and state of repair with all faults, latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.
16. The Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear in respect of the property or the inclusions occurring after the date of this Contract.
17. The Vendor does not need to give formal delivery of the inclusions, but must leave them at the property on completion, and the Purchaser may not make any claim, objection or requisition, or otherwise delay completion, or rescind or terminate the Contract because of a defect in the title to or quality of the inclusions.

Building compliance

18. The Purchaser acknowledges that the Vendor does not have a building certificate issued by the local authority in relation to the property.
19. The parties agree the Purchaser will not:
 - (a) Make any objection, requisition or claim for compensation for lack of building certificate, and
 - (b) Require the Vendor to obtain a certificate under the *Local Government Act 1993* (NSW) or the *Environmental Planning and Assessment Act 1979* (NSW), except a s10.7(2) planning certificate as prescribed document and is attached to this Contract.
20. If there are any pergolas, carports or any other structures on the land which do not comply with the requirements of the Local Council, or any other competent authority, then no objection requisition or claim for compensation may be made by the Purchaser in respect of such non-compliance or because of the failure or refusal of the Local Council to issue a Building Certificate of such non-compliance. This Special Condition does not merge on completion.
21. If the Purchaser applies for a Building Certificate from the Local Council, and the Council issues a notice, or refuses to issue the Certificate for any reason, or in any case informs the Purchaser of work that must be done before the Council will issue the Certificate, then these requirements must be met by the Purchaser at their own expense.

Additions or alterations

22. The Vendor does not warrant compliance with the relevant law or council regulations in respect of the construction, fitness for purpose, or approval of the additions or alterations made to the property.
23. The Purchaser takes the property subject to the additions or alterations, and all defects (if any) whether latent, patent or statutory associated with them, and the Purchaser cannot make any claim, objection, or requisition, or rescind or terminate the Contract in respect of this.

Statement of title

24. Sufficient particulars of title for the preparation of the Transfer are contained in this Contract and the Purchaser must not require the Vendor to provide any further statement of title.

Representations

25. The Purchaser does not rely on any warranty, representation or inducement except those that are expressly provided in this Contract.
26. The Purchaser acknowledges that it has relied entirely on its own inquiries, knowledge and investigations, and on any inspection of the property it has carried out.
27. The Purchaser cannot rely on any other document, agreement, or arrangement, whether in writing or orally, to constitute an amendment to this Contract.

Purchaser warranties

28. The Purchaser warrants to the Vendor that, prior to exchange of contracts, either:
 - (a) The Purchaser has the funds to complete the purchase of the property; or
 - (b) The Purchaser has received approval satisfactory to them (and subject to terms considered by them to be reasonable and acceptable of application for financial assistance) as will allow them to complete such purchase.
29. The parties agree that this Special Condition 28 is an essential condition of Contract.
30. The Purchaser warrants that it has not made to the Vendor, or any person acting for the Vendor, any disclosure adverse to Special Condition 28. The parties agree that this Special Condition is an essential condition of Contract.

Purchase by company

31. If the Purchaser is a company, in consideration of the Vendor entering the Contract, the persons signing the Contract on behalf of the company must each provide an irrevocable guarantee jointly and severally to the Vendor for the punctual payment of all moneys payable to the Purchaser and the due and punctual performance of all of the Purchaser's obligations under the Contract.
32. By execution of this Contract, each director of the Purchaser jointly and severally provides the guarantee in Special Condition 31. The guarantee operates as a deed.

Keys

33. On completion, the Vendor will provide the Purchaser with all keys, access cards and codes (as applicable) in the Vendor's possession. The Purchaser can make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the property.

Vendor disclosure documents

34. The Vendor makes no warranty or representation as to the correctness of completeness or accuracy of any of the disclosure documents contained in this Contract.
35. The Purchaser cannot make any claim, objection, or requisition, or rescind or terminate the Contract in respect of anything referred to or disclosed in this Contract or the disclosure documents.

Adjustments

36. At least 2 clear business days prior to completion, the Purchaser is required to serve on the Vendor a settlement adjustment sheet, together with supporting documents that are reasonably required to justify the calculated adjustments.
37. If the Purchaser does not comply with Special Condition 36, then the Vendor is not required to serve the Vendor's cheque directions for completion on the Purchaser until such time as Special Condition 36 is complied with. If this results in the due date for completion being delayed, and the Vendor is ready, willing and able to settle on the completion date, then the Purchaser will be considered in default of this Contract.

38. Each party agrees that if on completion of adjustment of outgoings required to be made under this Contract is overlooked or incorrectly calculated the advantaged party will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. The parties agree to rectify the error within 14 days of receipt of evidence of the error and a request for readjustment. This Special Condition does not merge on completion.

GST

39. The parties intend that the sale of the Property will be a GST-free supply by the Vendor to the Purchaser of a going concern within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (the **GST Act**).
40. The Vendor must continue to carry on the enterprise conducted on the property until completion.
41. If the Purchaser or its nominee is not registered for GST under the GST Act by the completion date, the Purchaser or its nominee will, at completion, pay to the Vendor by way of further consideration an amount calculated under the GST Act as being the GST payable on the sale of the property.
42. If for any reason the sale of the property is not GST-free, then the Purchaser or its nominee will, on demand, pay to the Vendor by way of further consideration an amount calculated under the GST Act as being the GST payable on the sale of the property and any penalties or interest incurred by the Vendor solely as a result of the Purchaser or its nominee's wilful act or delay in paying the GST on demand or negligence.

Exchange on electronic signatures

43. The parties agree to accept, for the purposes of exchange of Contracts, signatures of either the Vendor or the Purchaser which are facsimile, photocopies, scans or any other form of electronic signatures as sufficient evidence to proceed to exchange.

Contract alterations

44. The parties authorise their respective legal representatives (including employees of their legal representatives) to make alterations to this Contract (including any attachments to the Contract) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

FIRB approval

45. The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board (FIRB).
46. In the event of any breach of the warranty at Special Condition 45 above the Purchaser indemnifies the Vendor from and against any loss, damage, fine, expense, penalty or cost to which the Vendor may suffer or incur as a result of that breach of the warranty.

Tenancies

47. If the property is to an existing tenancy, the property is sold subject to that tenancy.
48. The Purchaser cannot make any claim, objection, or requisition, rescind or terminate, or delay completion in respect of the existing tenancy and these related matters.

Special conditions prevail

49. To the extent of any inconsistency between these special conditions and the printed conditions, these special conditions will prevail.

Deposit payable by Purchaser

50. By no later than 5pm AEDT on Thursday 15 October 2020, the Purchaser must pay a deposit of \$158,270 to the Vendor's solicitor's trust account, details as follows:
 - (a) Account name: Andreyev Pty Ltd Trust Account
 - (b) Bank, branch: St George Bank, Kogarah NSW
 - (c) BSB: 112-879
 - (d) Account no: 483 941 613
 - (e) Reference: Mico 7871

END OF SPECIAL CONDITIONS



Order number: 64187300
Your Reference: Mico [7871]
17/09/20 14:28



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 37/SP69950

SEARCH DATE	TIME	EDITION NO	DATE
17/9/2020	2:28 PM	7	15/10/2018

LAND

LOT 37 IN STRATA PLAN 69950
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AA24026. EXPIRES
8-10-2102

ALAJUL HOLDINGS PTY LIMITED (T AH378001)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP69950
- 2 SP69950 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 5 IN THE S.88B INSTRUMENT
- 3 AN782241 LEASE TO DOQ PTY LTD EXPIRES: 31/10/2020. OPTION OF
RENEWAL: TWO YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 17/9/2020

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

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Order number: 64187300
 Your Reference: Mico [7871]
 17/09/20 14:28



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 187/SP69950

SEARCH DATE	TIME	EDITION NO	DATE
17/9/2020	2:28 PM	6	15/10/2018

LAND

LOT 187 IN STRATA PLAN 69950
 AT PYRMONT
 LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AA24176. EXPIRES
 8-10-2102

ALAJUL HOLDINGS PTY LIMITED (T AH378001)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP69950
- 2 SP69950 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
 NUMBERED 1 IN THE S.88B INSTRUMENT
- 3 AN782241 LEASE TO DOQ PTY LTD EXPIRES: 31/10/2020. OPTION OF
 RENEWAL: TWO YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 17/9/2020

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP69950

SEARCH DATE	TIME	EDITION NO	DATE
21/10/2020	9:07 AM	5	16/9/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 69950
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP69950

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AA23989. EXPIRES
8-10-2102

THE OWNERS - STRATA PLAN NO. 69950
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BRIGHT & DUGGAN
PO BOX 281
CROWS NEST NSW 1585

SECOND SCHEDULE (39 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1050360
- 2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP69951
- 3 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP69950, SP69951 & SP70640
- 4 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 5 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) - SEE PRIOR TITLES
- 6 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 1/1050360
- 7 DP872490 EASEMENT FOR ACCESS VARIABLE WIDTH APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1050360
- 8 DP872490 RIGHT OF ACCESS (B) VARIABLE WIDTH APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1050360
- 9 DP872490 EASEMENT FOR SUPPORT (E) 0.5 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1050360
- 10 DP872490 EASEMENT FOR SUPPORT 0.175 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1050360

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 21/10/2020

SECOND SCHEDULE (39 NOTIFICATIONS) (CONTINUED)

11 DP872490 EASEMENT FOR OVERHANG 2.5 WIDE APPURTENANT TO THE
PART SHOWN SO BENEFITED IN DP1050360

12 DP872490 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO
THE PART SHOWN SO BENEFITED IN DP1050360

13 DP1050360 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE LAND
ABOVE DESCRIBED

14 DP1050360 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED

15 DP1050360 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE
DESCRIBED

16 DP1050360 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED

17 DP1050360 EASEMENT FOR ELECTRICAL PURPOSES AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1050360

18 DP1050360 RIGHT OF CARRIAGEWAY (A) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE DP1050360

19 DP1050360 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (B) APPURTENANT
TO THE LAND ABOVE DESCRIBED

20 DP1050360 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
DP1050360

21 DP1050360 EASEMENT FOR ENCROACHING STRUCTURE 2.8 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED

22 DP1050360 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE LAND
ABOVE DESCRIBED

23 DP1050360 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED

24 DP1050360 EASEMENT TO USE LIFT (B) APPURTENANT TO THE LAND
ABOVE DESCRIBED

25 DP1050360 EASEMENT FOR ACCESS (A) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1050360

26 DP1050360 EASEMENT FOR ACCESS (A) VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED

27 DP1050360 EASEMENT FOR USE OF GARBAGE ROOM (A) APPURTENANT TO
THE LAND ABOVE DESCRIBED

28 DP1050360 EASEMENT FOR SERVICE VEHICLES AFFECTING THE PART(S)
SHOWN SO BURDENED IN DP1050360

29 DP1050360 EASEMENT FOR ACCESS (B) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1050360

30 DP1050360 EASEMENT FOR ACCESS TO AND USE OF PLANT AND EQUIPMENT
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

31 DP1050360 EASEMENT FOR ACCESS (C) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1050360

32 DP1050360 POSITIVE COVENANT

33 DP1050360 RESTRICTION(S) ON THE USE OF LAND

34 SP69950 EASEMENT FOR ACCESS TO SEWAGE PUMP PITS APPURTENANT

END OF PAGE 2 - CONTINUED OVER

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SECOND SCHEDULE (39 NOTIFICATIONS) (CONTINUED)

 TO THE LAND ABOVE DESCRIBED
 35 SP69950 EASEMENT FOR USE OF GREASE TRAP AFFECTING THE
 PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 36 SP69950 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
 NUMBERED 5 IN THE S.88B INSTRUMENT
 37 SP69950 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
 NUMBERED 6 IN THE S.88B INSTRUMENT
 38 AD609103 CHANGE OF BY-LAWS
 39 AE198407 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9878)

 STRATA PLAN 69950

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 80	2	- 48	3	- 83	4	- 83
5	- 51	6	- 84	7	- 84	8	- 51
9	- 85	10	- 85	11	- 52	12	- 85
13	- 85	14	- 52	15	- 86	16	- 86
17	- 52	18	- 87	19	- 87	20	- 53
21	- 89	22	- 126	23	- 3	24	- 219
25	- 209	26	- 3	27	- 99	28	- 97
29	- 61	30	- 95	31	- 96	32	- 61
33	- 94	34	- 95	35	- 61	36	- 92
37	- 93	38	- 38	39	- 90	40	- 91
41	- 55	42	- 88	43	- 89	44	- 55
45	- 86	46	- 87	47	- 54	48	- 85
49	- 85	50	- 53	51	- 82	52	- 60
53	- 131	54	- 96	55	- 56	56	- 98
57	- 98	58	- 56	59	- 99	60	- 99
61	- 57	62	- 100	63	- 100	64	- 58
65	- 101	66	- 101	67	- 55	68	- 102
69	- 102	70	- 58	71	- 102	72	- 102
73	- 58	74	- 106	75	- 129	76	- 3
77	- 243	78	- 243	79	- 3	80	- 129
81	- 119	82	- 60	83	- 115	84	- 116
85	- 60	86	- 113	87	- 114	88	- 59
89	- 111	90	- 112	91	- 44	92	- 109
93	- 110	94	- 59	95	- 107	96	- 108
97	- 58	98	- 105	99	- 106	100	- 58
101	- 104	102	- 105	103	- 57	104	- 104
105	- 152	106	- 65	107	- 4	108	- 4
109	- 4	110	- 4	111	- 4	112	- 4
113	- 4	114	- 4	115	- 4	116	- 4
117	- 4	118	- 4	119	- 4	120	- 4
121	- 4	122	- 4	123	- 4	124	- 4
125	- 4	126	- 4	127	- 4	128	- 4

END OF PAGE 3 - CONTINUED OVER

PRINTED ON 21/10/2020

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9878) (CONTINUED)

STRATA PLAN 69950

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
129	- 4	130	- 4	131	- 4	132	- 4
133	- 4	134	- 4	135	- 4	136	- 4
137	- 4	138	- 4	139	- 4	140	- 4
141	- 4	142	- 4	143	- 4	144	- 4
145	- 4	146	- 4	147	- 4	148	- 4
149	- 4	150	- 4	151	- 4	152	- 4
153	- 4	154	- 4	155	- 4	156	- 4
157	- 4	158	- 3	159	- 4	160	- 4
161	- 4	162	- 4	163	- 4	164	- 3
165	- 4	166	- 3	167	- 4	168	- 4
169	- 4	170	- 4	171	- 4	172	- 4
173	- 4	174	- 4	175	- 4	176	- 4
177	- 4	178	- 4	179	- 4	180	- 3
181	- 4	182	- 4	183	- 4	184	- 4
185	- 4	186	- 4	187	- 4	188	- 4
189	- 4	190	- 4	191	- 4	192	- 4
193	- 4	194	- 4	195	- 4	196	- 3
197	- 3	198	- 3	199	- 3	200	- 3
201	- 3	202	- 3	203	- 3	204	- 3
205	- 3	206	- 3	207	- 3	208	- 3
209	- 3	210	- 3	211	- 3	212	- 3
213	- 3	214	- 3	215	- 3	216	- 3
217	- 3	218	- 3	219	- 3	220	- 3
221	- 3	222	- 3	223	- 3	224	- 3
225	- 3	226	- 3	227	- 3	228	- 3
229	- 3	230	- 3	231	- 3	232	- 3
233	- 3	234	- 3	235	- 3	236	- 3
237	- 3	238	- 3	239	- 3	240	- 3
241	- 3	242	- 3	243	- 3	244	- 3
245	- 3	246	- 3	247	- 3	248	- 3
249	- 3	250	- 3	251	- 3	252	- 3
253	- 3	254	- 3	255	- 3	256	- 3
257	- 3	258	- 3	259	- 3	260	- 3
261	- 3	262	- 3	263	- 3	264	- 3
265	- 3	266	- 3	267	- 3	268	- 3
269	- 3	270	- 3	271	- 3	272	- 3
273	- 3	274	- 3	275	- 3	276	- 3
277	- 3	278	- 3	279	- 3	280	- 3
281	- 3	282	- 3				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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176675

SYDNEY 176675 17
D) 405

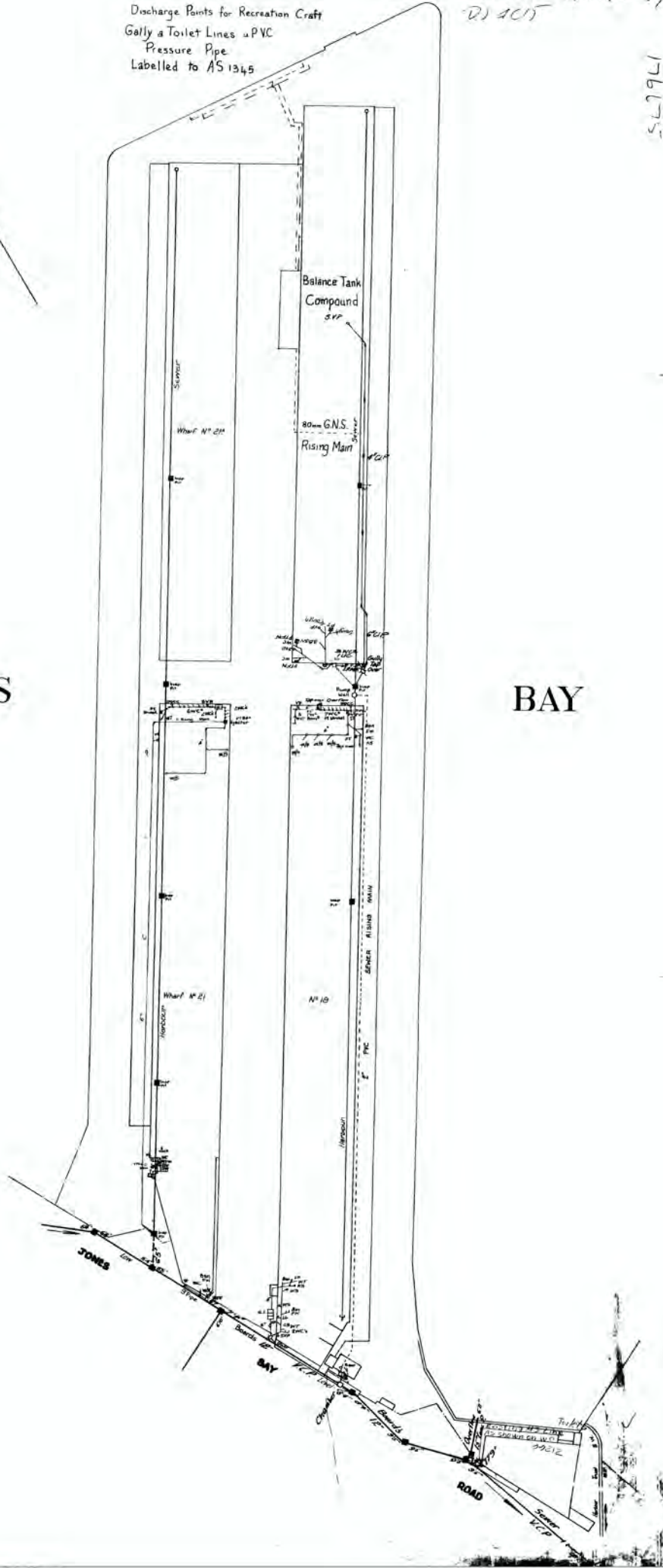
176675

Discharge Points for Recreation Craft
Gully & Toilet Lines & PVC
Pressure Pipe
Labelled to AS 1345



JONES

BAY





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



ALAJUL HOLDINGS PTY LIMITED
C/- KASIA MACZUGA
ANDREYEV LAWYERS
LEVEL 4 OF 29 KING WILLIAM STREET
ADELAIDE SA 5000

Our reference: 7118865687624
Phone: 13 28 66
20 October 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410454187963
Vendor name	ALAJUL HOLDINGS PTY LIMITED
Clearance Certificate Period	25 September 2020 to 28 September 2021

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Enquiry ID 3326033
Agent ID 112176669
Issue Date 17 Sep 2020
Correspondence ID 1712635489
Your reference Mico [7871]

SAI GLOBAL PROPERTY DIVISION PTY LTD
GPO Box 5420
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S69950/37	Unit 37, 30-32 PIRRAMA RD PYRMONT 2009	\$216 228
S69950/187	Unit 187, 30-32 PIRRAMA RD PYRMONT 2009	\$9 300

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 17/09/2020 14:33
Order No. 64189512
Certificate No: 98340460
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 69950
Available: Y
Size (KB): 1144
Number of Pages: 18
Scan Date and Time: 17/10/2003 10:39

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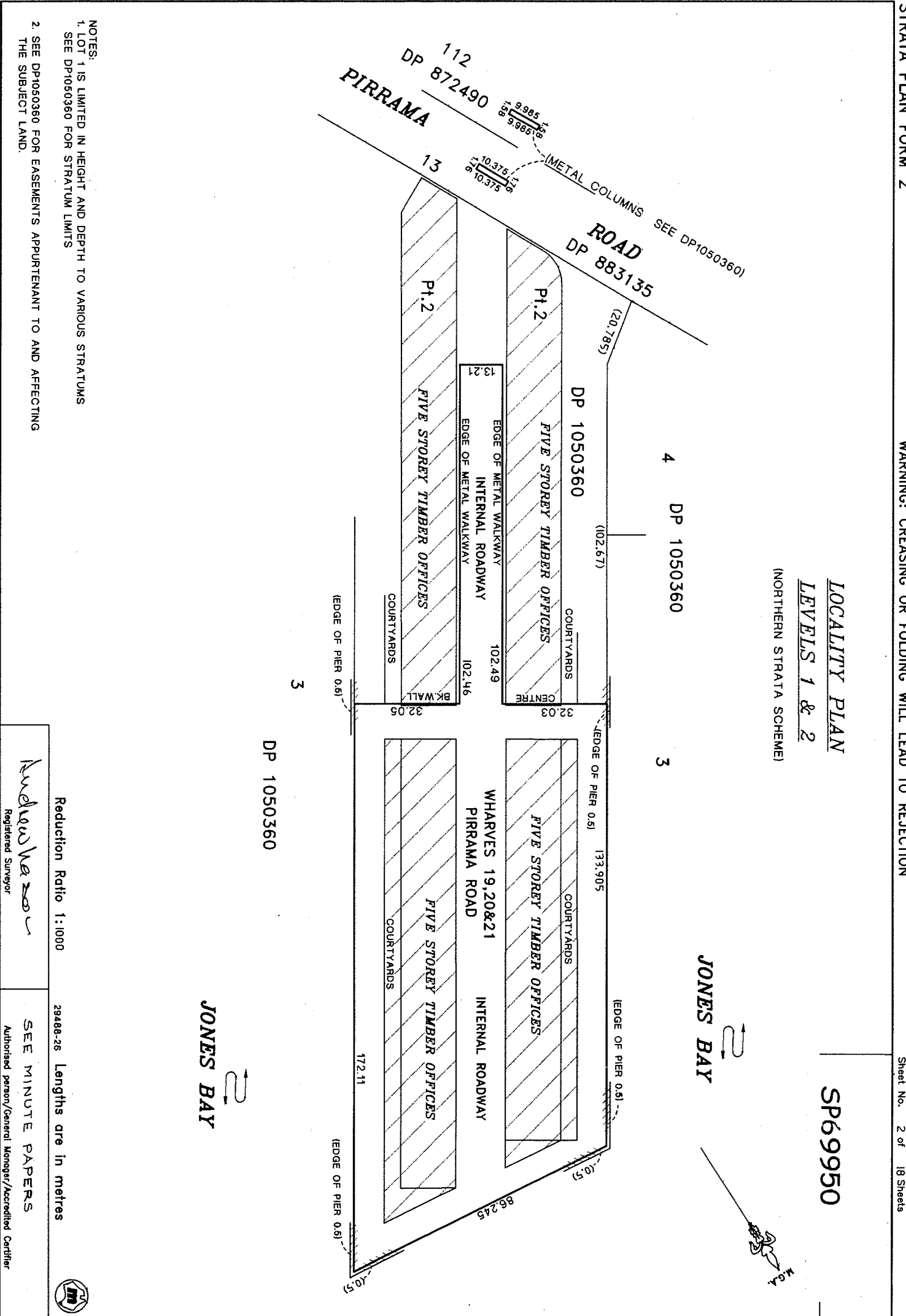
SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

<p style="text-align: center;">STRATA CERTIFICATE</p> <p style="text-align: center;">SURVEYOR'S REFERENCE: 29488SP1</p> <p>Name of General / Approved Certifier: GORDON WRECK being satisfied that the requirements of the Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves the proposed: * strata plan / * lease plan of * subdivision. as shown in the certificate to this certificate. The approved certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the relevant development consent have been complied with. The Council / approved certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stages 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 Approved Certifier is satisfied that the building complies with a * * * * * development consent in force that allows the encroachment..... This approval is given on the condition that the use of the building for the purposes of the Strata Schemes (Leasehold Development) Act 1986 is limited to the use of the building as a residence, office, shop or the like, and that the use of the building for any other purpose is prohibited. Date: 29 SEP 2003 Subdivision No.: SC 234 Approval No.: P90A 003 Relevant Development Consent No.: D103/00058 Issued by: SYDNEY COUNCIL Approved Certifier: <i>[Signature]</i> Complete, or delete if inapplicable.</p>	<p style="text-align: center;">SURVEYOR'S CERTIFICATE</p> <p>I, ANDREW P. MASON of FRANK M. MASON & CO. PTY LTD DX 3511 MILSON'S POINT a surveyor registered under the Surveyors Act, 1920, hereby certify that: (1) each applicable requirement of 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 DP 1050380 * 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: <i>[Signature]</i> Date: 18/09/03 * Delete if inapplicable I State whether dealing or plan, and quote registered number. THIS IS SHEET 1 OF MY PLAN IN 18 SHEETS</p>	<p style="text-align: center;">SCHEDULE OF UNIT ENTITLEMENT</p> <p>KEEPING OF ARCHIVES: Open 4/9/96 * Schedule of By-laws in 4 sheets filed with plan * By-laws apply * Delete if inapplicable * Strata Act whichever is inapplicable</p>
<p>SCHEDULE OF UNIT ENTITLEMENT</p> <p>SEE SHEET 18 FOR SCHEDULE OF UNIT ENTITLEMENTS</p>		
<p>Name of, and address for service of notices on, the owners corporation (Address required on original strata plan only.)</p> <p style="text-align: center;">THE OWNERS STRATA PLAN No 69950 WHARVES 19, 20 & 21 PIRRAMA ROAD, PYRMONT NSW 2009</p>	<p>PLAN OF SUBDIVISION OF LOT 1 DP 1050360</p> <p>L.G.A. SYDNEY Suburb/Locality : PYRMONT</p> <p>Parish : ST ANDREW County : CUMBERLAND</p>	<p>Registered : NS 10-10-2003</p> <p>Purpose : STRATA PLAN</p> <p>Ref. Map : U1845-113</p> <p>Last Plan : DP 8859914 # ROLLPLAN 138 # DP1050360</p>
<p>FOR LOCATION PLAN SEE SHEETS 2 TO 3</p> <p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants</p> <p>THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT FILED WITH SP 69951</p> <p>PURSUANT TO SEC 88B OF THE CONVEYANCING ACT, 1919 & SEC 6 (4) OF STRATA SCHEMES (LEASEHOLD DEVELOPMENT) ACT, 1986, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND. 2. EASEMENT FOR ACCESS TO GREASE TRAP. 3. EASEMENT FOR ACCESS TO SEWAGE PUMP PITS. 4. EASEMENT FOR USE OF GREASE TRAP. 5. RESTRICTION ON THE USE OF LAND. 6. RESTRICTION ON THE USE OF LAND. <p>Signed by RON BATTENMAN 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:</p> <p><i>[Signature]</i> Signature of Ron Battenman (delegate)</p> <p><i>[Signature]</i> Signature of witness George Curtis PANDORAVIS.</p>		

LOCALITY PLAN
LEVELS 1 & 2
(NORTHERN STRATA SCHEME)

SP69950

JONES BAY



- NOTES:
1. LOT 1 IS LIMITED IN HEIGHT AND DEPTH TO VARIOUS STRATUMS SEE DP1050360 FOR STRATUM LIMITS
 2. SEE DP1050360 FOR EASEMENTS APPURTENANT TO AND AFFECTING THE SUBJECT LAND.

Reduction Ratio 1:1000

29488-26 Lengths are in metres

Andrew Watson
Registered Surveyor

SEE MINUTE PAPERS

Registered Surveyor

Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 294885PI



LOCALITY PLAN
LEVELS 3, 4 & 5
 (NORTHERN STRATA SCHEME)

SP69950

4 DP 1050360

3

JONES BAY

SEE DIAGRAM

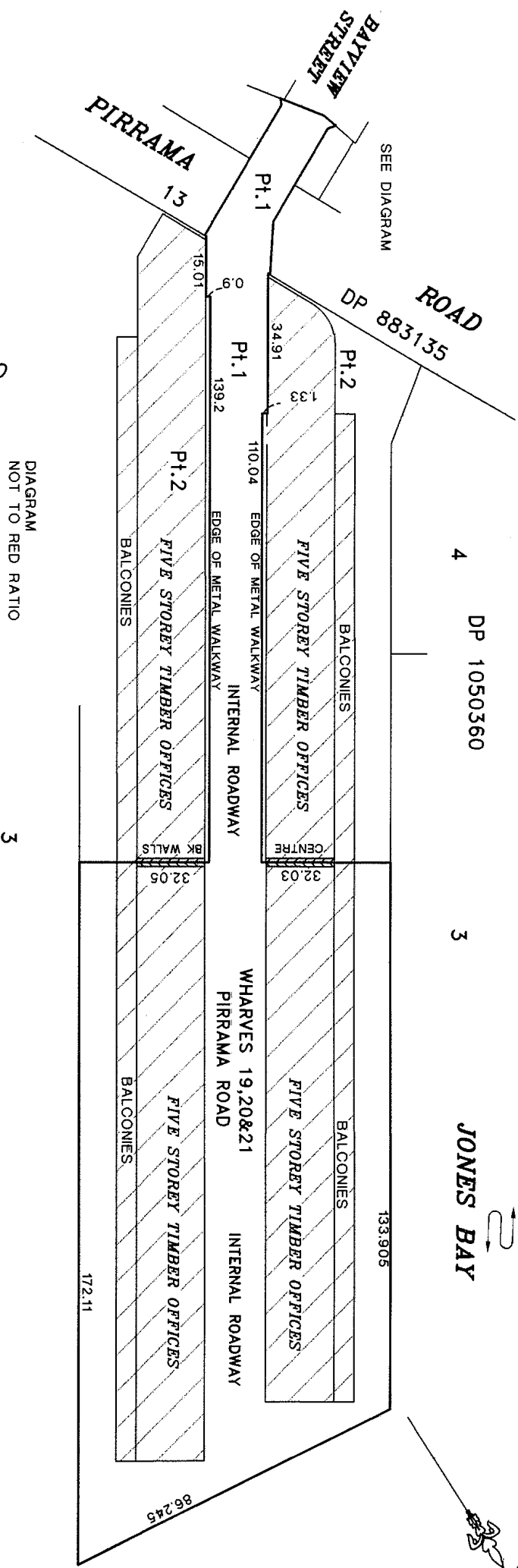


DIAGRAM NOT TO RED RATIO

3

DP 1050360

JONES BAY

- NOTES:
1. LOT 1 IS LIMITED IN HEIGHT AND DEPTH TO VARIOUS STRATUMS
 SEE DP1050360 FOR STRATUM LIMITS
 2. SEE DP1050360 FOR EASEMENTS APPURTENANT TO AND AFFECTING THE SUBJECT LAND.

Reduction Ratio 1:1000

29488-27 Lengths are in metres

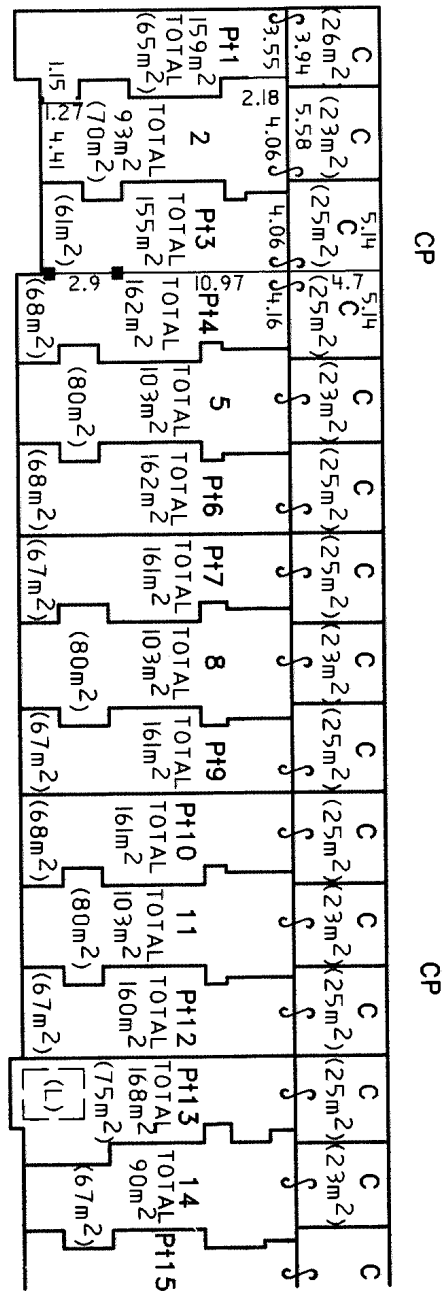
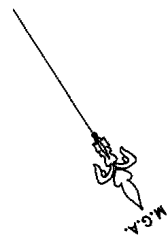
Andrew Watson
 Registered Surveyor

SEE MINUTE PAPERS
 Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 294885F1



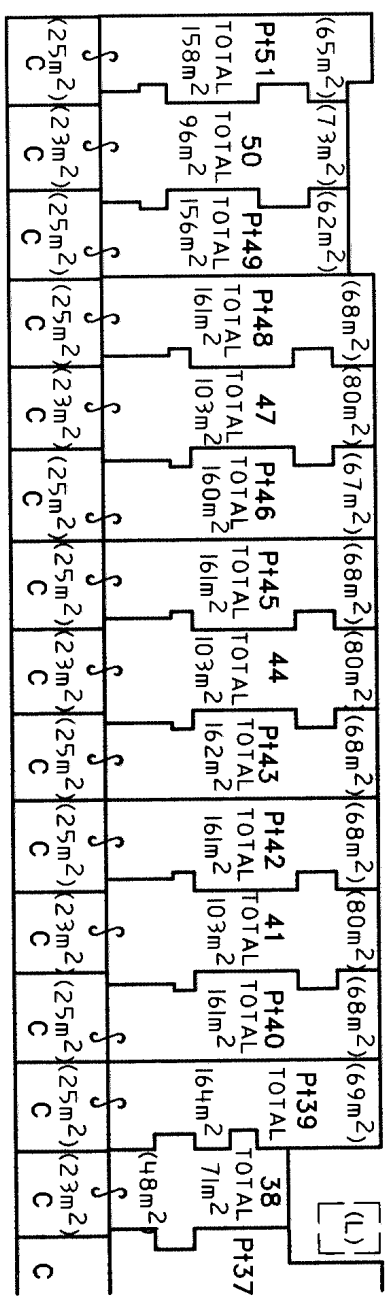
SP69950



LEVEL 1

SEE SHEETS 6 & 7 FOR CAR PARKING DETAILS

SEE SHEET No 5 FOR CONTINUATION



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. C DENOTES COURTYARD WHICH ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS AND IN HEIGHT TO 3.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT.
 4. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT (COMMON PROPERTY).

5. ■ DENOTES THE BOUNDARY IS TO CENTRE LINE OF COLUMN.
6. ALL HERITAGE FACADES REMAIN COMMON PROPERTY WHETHER SHOWN OR NOT.
7. HERITAGE STAIR WITHIN LOTS 3 & 4 REMAINS COMMON PROPERTY.

Reduction Ratio 1: 300

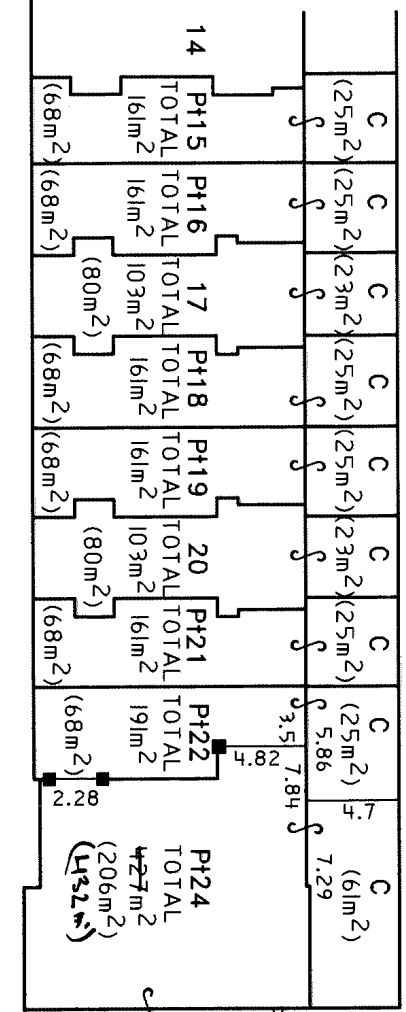
Lengths are in metres

Andrus Kees
 Registered Surveyor

John A. ...
 Authorised person/General Manager /accredited Certifier



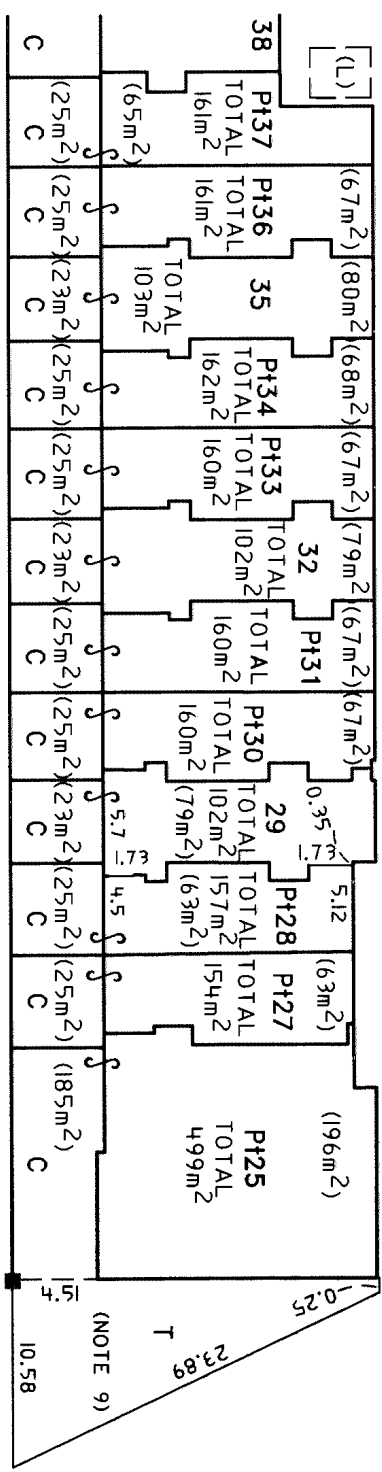
SP69950



C.P.

SEE SHEET No 4
FOR CONTINUATION

SEE SHEETS 6 & 7 FOR CAR PARKING DETAILS



C.P.

LEVEL 1

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. C DENOTES COURTYARD WHICH ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS AND IN HEIGHT TO 3.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT.
 4. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT (COMMON PROPERTY).
 5. L DENOTES 90°.
 6. ■ DENOTES THE BOUNDARY IS TO CENTRE LINE OF COLUMN.
 7. POW DENOTES PROLONGATION OF EXTERIOR FACE OF WALL.
 8. ALL HERITAGE FACADES REMAIN COMMON PROPERTY WHETHER SHOWN OR NOT.
 9. T DENOTES TERRACE WHICH IS LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS CONCRETE FLOOR AND IN HEIGHT TO 3.5 METRES ABOVE THIS UPPER SURFACE.

Reduction Ratio 1 : 300

Lengths are in metres

Andrews
Registered Surveyor

Paula De
Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 29488SP1

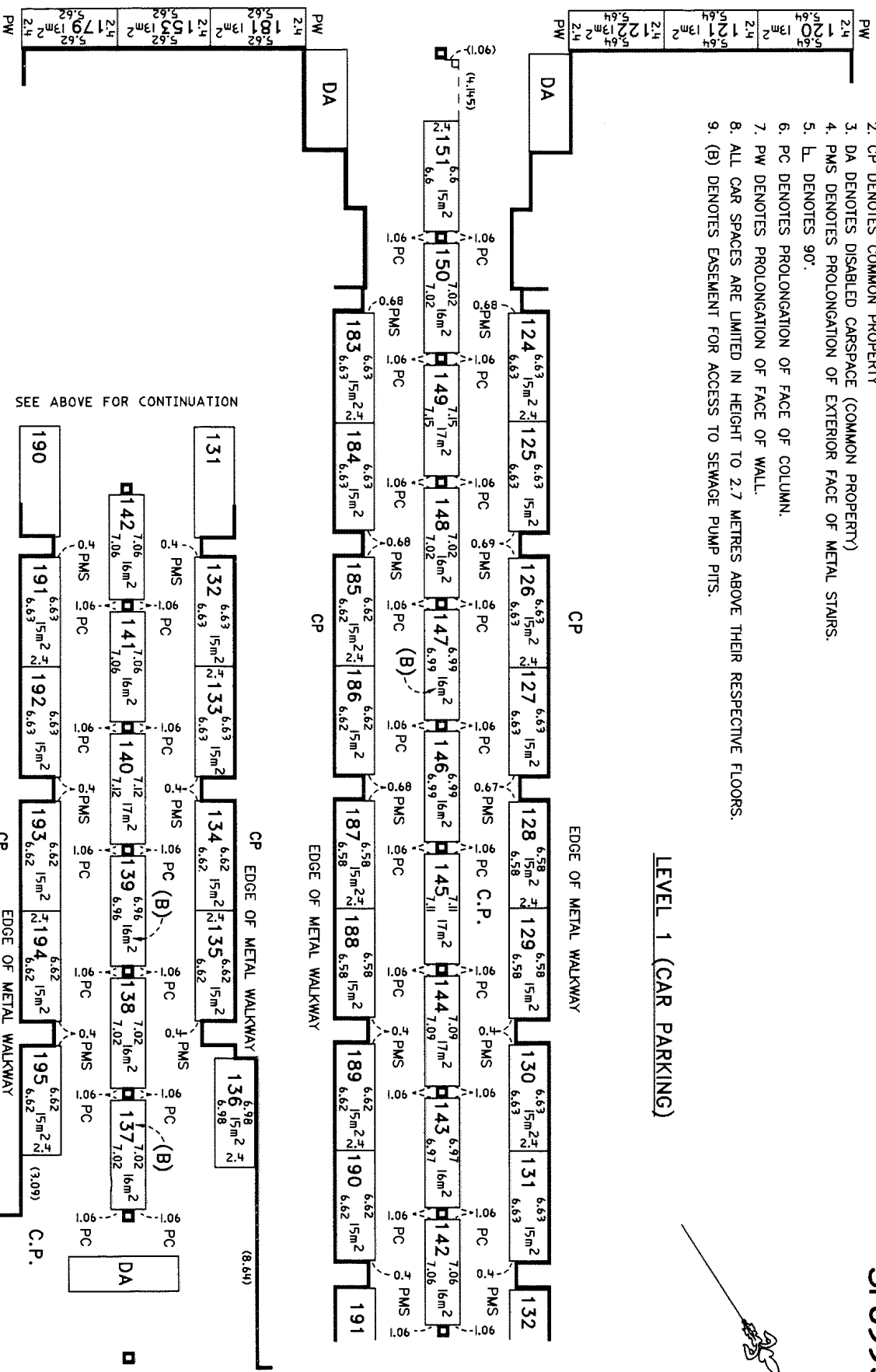


PLAN APPROVED BY SURVEYOR 8/10/03

SP69950

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. DA DENOTES DISABLED CARSPACE (COMMON PROPERTY)
 4. PMS DENOTES PROLONGATION OF EXTERIOR FACE OF METAL STAIRS.
 5. L DENOTES 90°.
 6. PC DENOTES PROLONGATION OF FACE OF COLUMN.
 7. PW DENOTES PROLONGATION OF FACE OF WALL.
 8. ALL CAR SPACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THEIR RESPECTIVE FLOORS.
 9. (B) DENOTES EASEMENT FOR ACCESS TO SEWAGE PUMP PITS.

SEE SHEET No 7 FOR CONTINUATION



SEE BELOW FOR CONTINUATION

SEE ABOVE FOR CONTINUATION

Reduction Ratio 1: 250 29488F13

Lengths are in metres

Andrew Johnson
 Registered Surveyor

SURVEYOR'S REFERENCE: 29488SP1

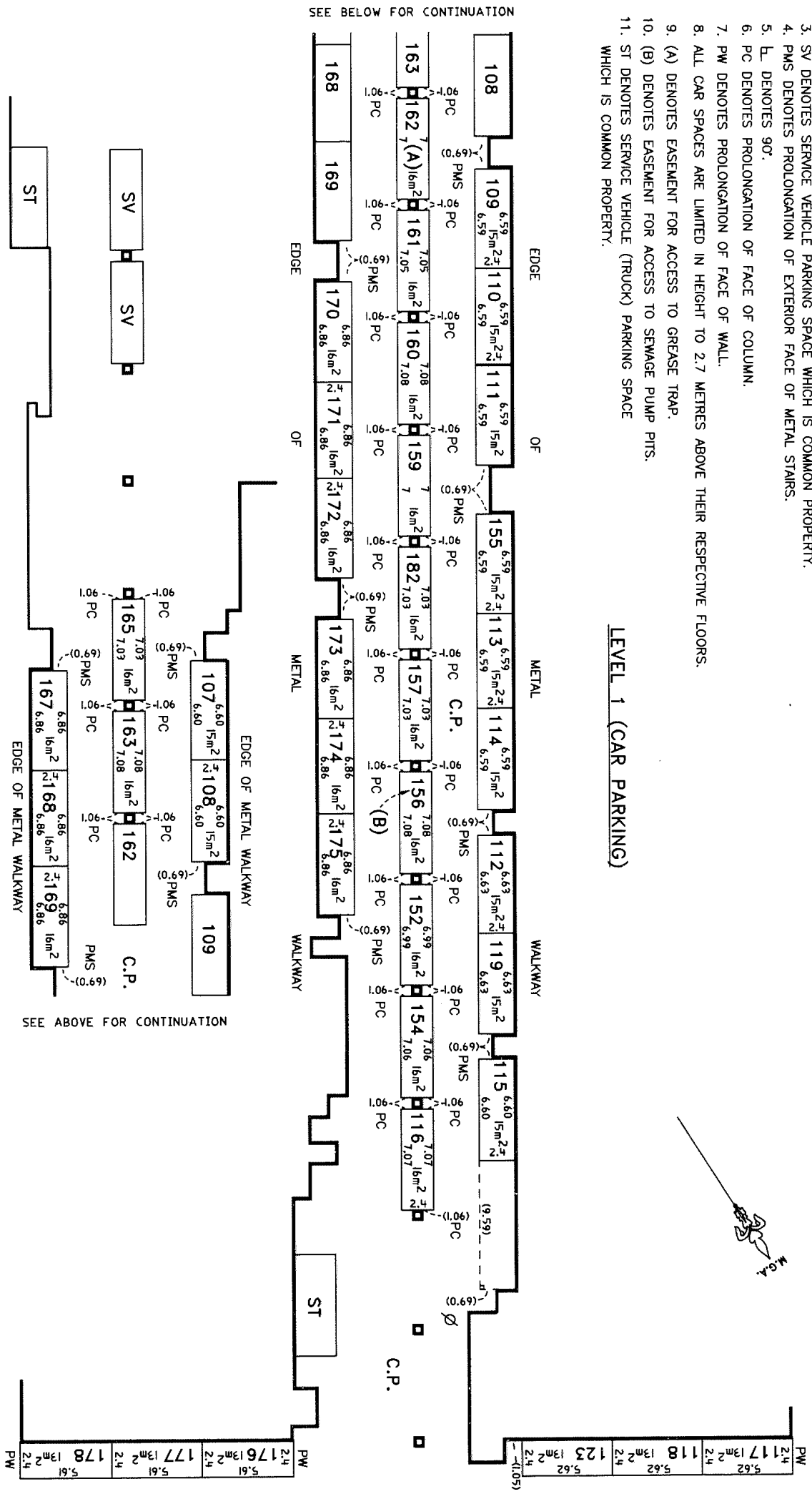
John De
 Authorised General Manager / Accredited Certifier



SP69950

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. SV DENOTES SERVICE VEHICLE PARKING SPACE WHICH IS COMMON PROPERTY.
 4. PMS DENOTES PROLONGATION OF EXTERIOR FACE OF METAL STAIRS.
 5. L DENOTES 90°.
 6. PC DENOTES PROLONGATION OF FACE OF COLUMN.
 7. PW DENOTES PROLONGATION OF FACE OF WALL.
 8. ALL CAR SPACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THEIR RESPECTIVE FLOORS.
 9. (A) DENOTES EASEMENT FOR ACCESS TO GREASE TRAP.
 10. (B) DENOTES EASEMENT FOR ACCESS TO SEWAGE PUMP PITS.
 11. ST DENOTES SERVICE VEHICLE (TRUCK) PARKING SPACE WHICH IS COMMON PROPERTY.

LEVEL 1 (CAR PARKING)



SEE BELOW FOR CONTINUATION

SEE SHEET No 6 FOR CONTINUATION

SEE ABOVE FOR CONTINUATION

Reduction Ratio 1:250

Lengths are in metres

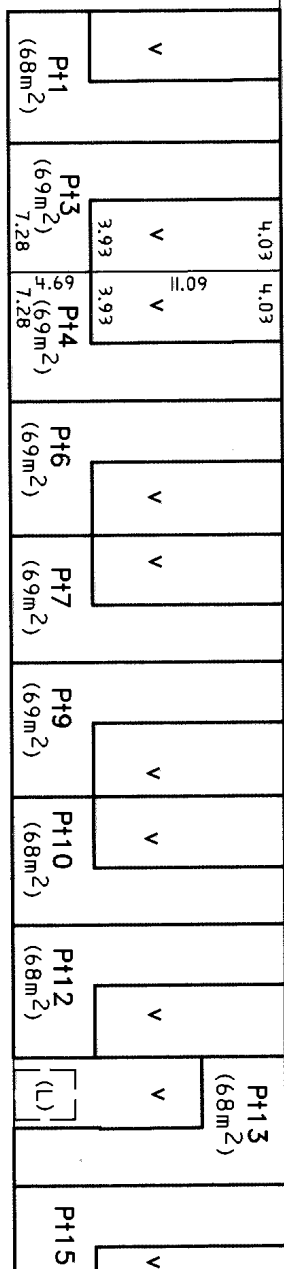
Andrew Kozar
 Registered Surveyor

SURVEYOR'S REFERENCE: 29488SP1

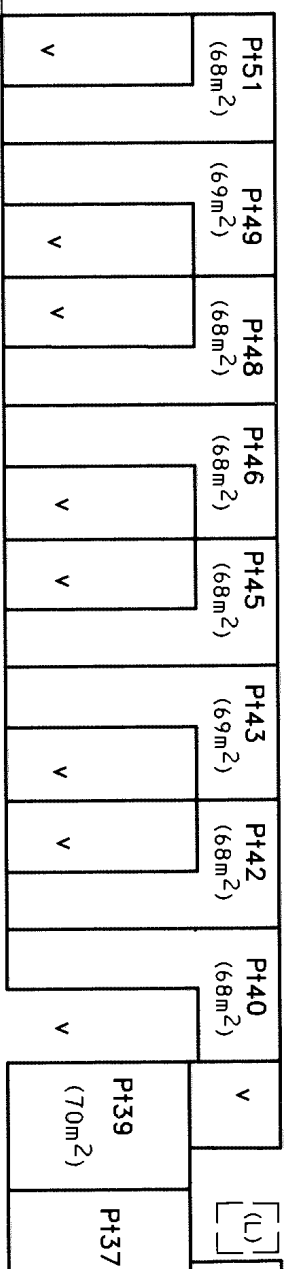
John A. ...
 Multi-Trade Design/General-Manager/Accredited Certifier



SP69950



SEE SHEET No 9
FOR CONTINUATION



LEVEL 2

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
2. V DENOTES VOID TO FLOOR BELOW.
3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT (COMMON PROPERTY).
4. HERITAGE STAIR WITHIN LOTS 3 & 4 REMAINS COMMON PROPERTY.

Reduction Ratio 1:300

Lengths are in metres

Andrew Herson
Registered Surveyor

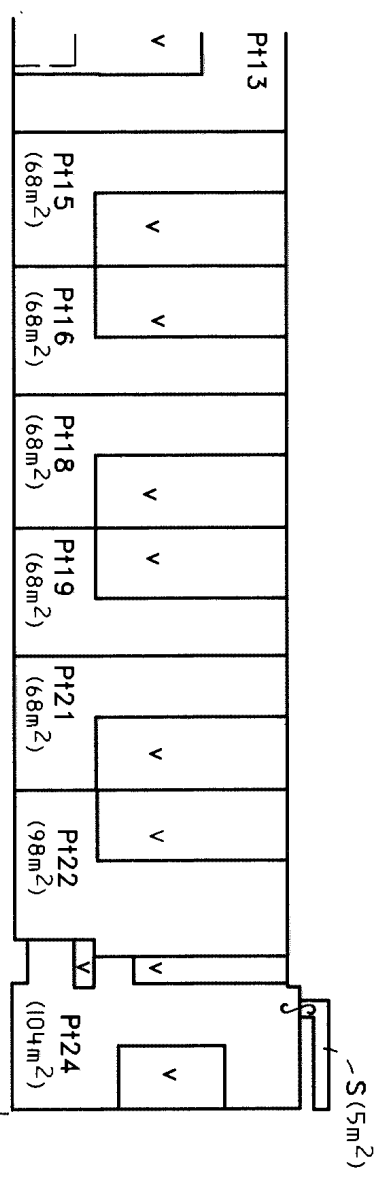
Registered Surveyor

Paula...
Authorised Person/General Manager/Accredited Certifier

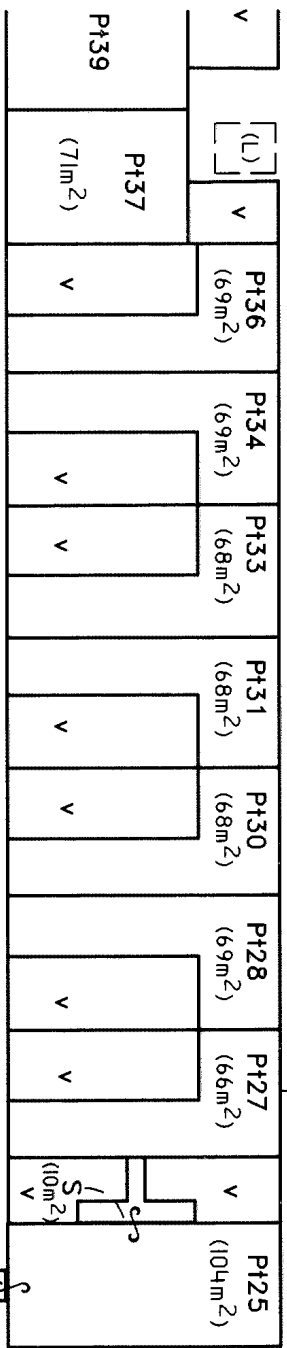
SURVEYOR'S REFERENCE: 29488SP1



SP69950



SEE SHEET No 8
 FOR CONTINUATION



LEVEL 2

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
2. v DENOTES VOID TO FLOOR BELOW.
3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT (COMMON PROPERTY).
4. S DENOTES LANDING AND STAIR, WHICH ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER SURFACE.

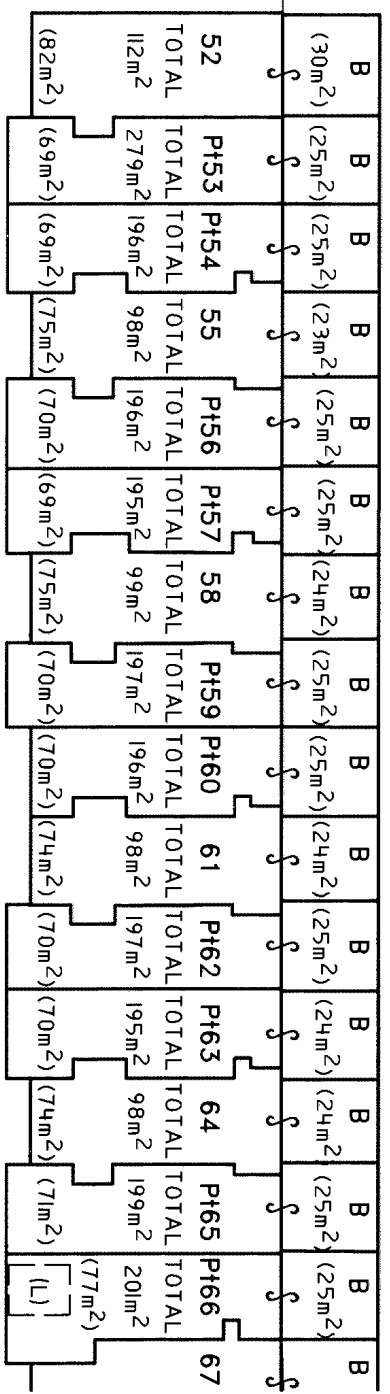
Reduction Ratio 1:300

Lengths are in metres

Andrew Wilson
 Registered Surveyor

Paula De...
 Authorised Person/General Manager/Accredited Certifier



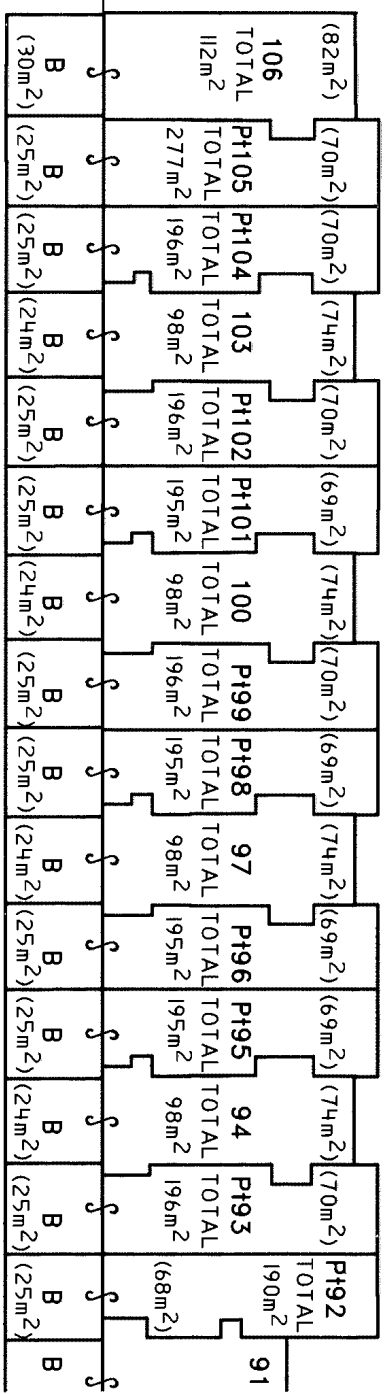


SP69950



SEE SHEETS 12 & 13 FOR CAR PARKING DETAILS.

SEE SHEET No 11 FOR CONTINUATION



LEVEL 3

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. B DENOTES BALCONY WHICH ARE LIMITED IN HEIGHT TO 3.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNITS.
 3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT (COMMON PROPERTY).
 4. ALL HERITAGE FACADES REMAIN COMMON PROPERTY WHETHER SHOWN OR NOT.

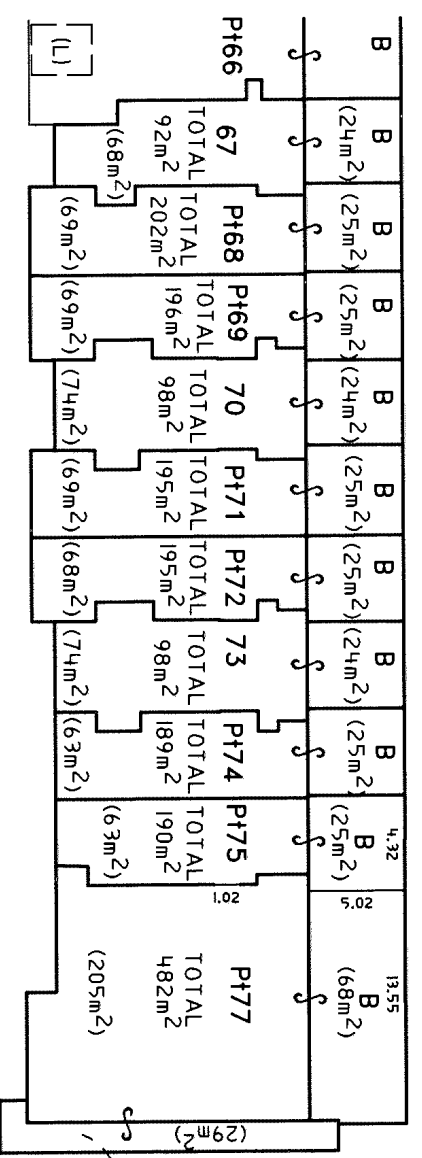
Reduction Ratio 1: 300

Lengths are in metres

Andrew Watson
 Registered Surveyor

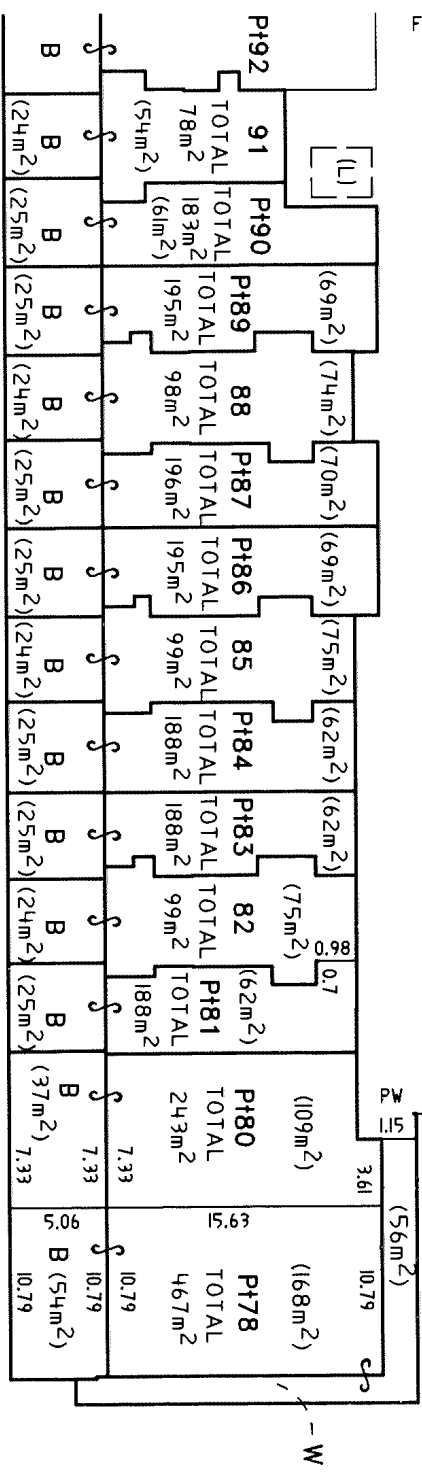
John De
 Authorised person/Signer-Member/Accredited Certifier





SEE SHEET No 10 FOR CONTINUATION

SEE SHEETS 12 & 13 FOR CAR PARKING DETAILS.



NOTES:
 1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.

2. B DENOTES BALCONY WHICH ARE LIMITED IN HEIGHT TO 3.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNITS.

3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT (COMMON PROPERTY). WHETHER SHOWN OR NOT.

5. W DENOTES SUSPENDED WALKWAY WHICH IS LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS FLOOR AND IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR.

6. PW DENOTES PROLONGATION OF EXTERIOR FACE OF WALL.

LEVEL 3

Reduction Ratio 1: 300

Lengths are in metres

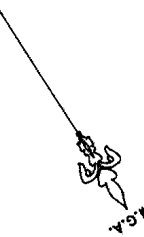
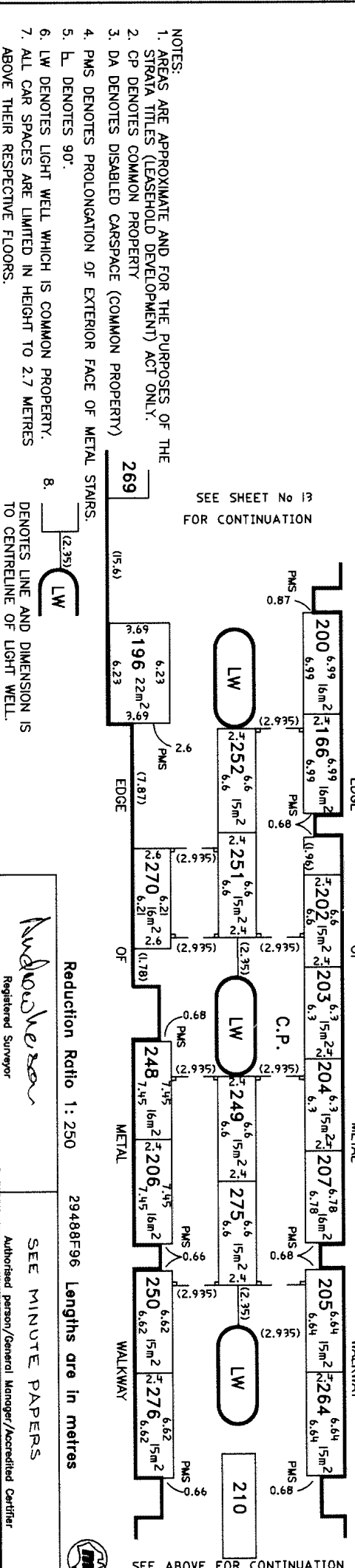
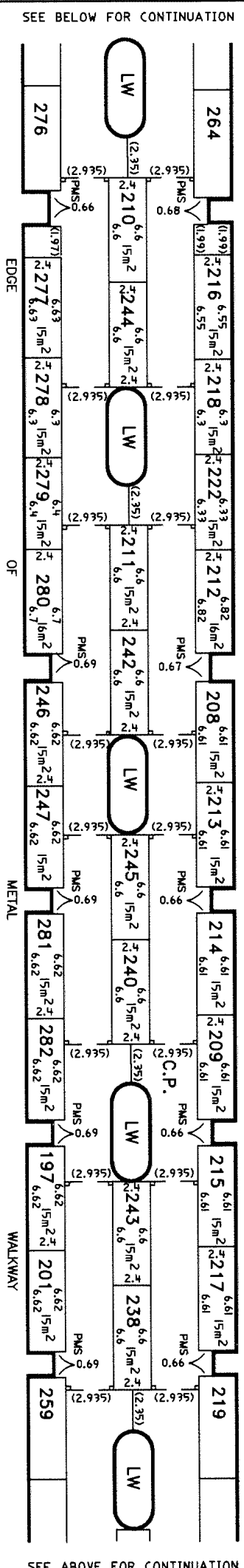
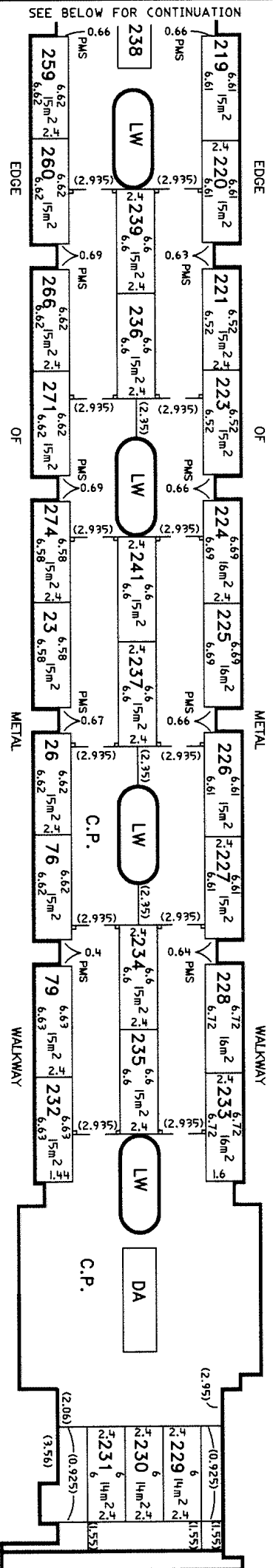
Rudra Kumar
 Registered Surveyor

Arlo De
 Authorised person/General Manager/Accredited Certifier



SP69950

LEVEL 3 (CAR PARKING)



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. DA DENOTES DISABLED CARSPACE (COMMON PROPERTY)
 4. PMS DENOTES PROLONGATION OF EXTERIOR FACE OF METAL STAIRS.
 5. L DENOTES 90°.
 6. LW DENOTES LIGHT WELL WHICH IS COMMON PROPERTY.
 7. ALL CAR SPACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THEIR RESPECTIVE FLOORS.
 8. DENOTES LINE AND DIMENSION IS TO CENTRELINE OF LIGHT WELL.

Reduction Ratio 1:250

29488F96 Lengths are in metres

SEE MINUTE PAPERS

SEE ABOVE FOR CONTINUATION



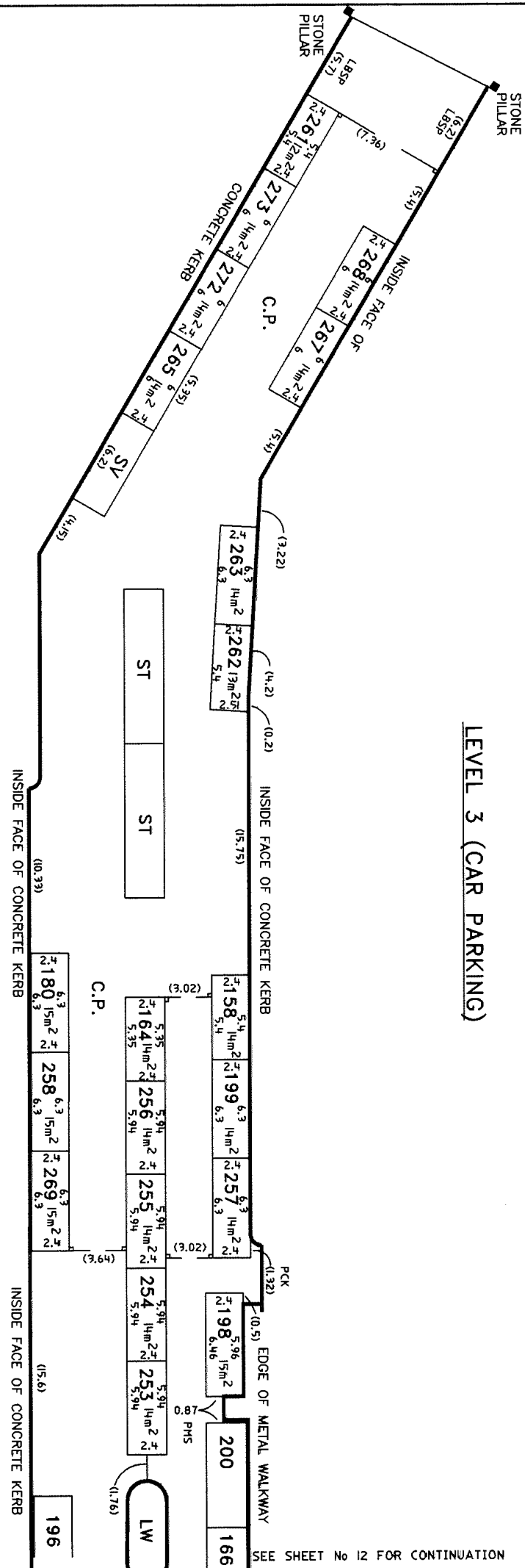
Registered Surveyor

SURVEYOR'S REFERENCE: 29488SP1

Authorised person/General Manager/Accredited Certifier

SP69950

LEVEL 3 (CAR PARKING)



SEE SHEET No 12 FOR CONTINUATION

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. CP DENOTES COMMON PROPERTY.
 3. PMS DENOTES PROLONGATION OF EXTERIOR FACE OF METAL STAIRS.
 4. LW DENOTES LIGHT WELL WHICH IS COMMON PROPERTY.
 5. ALL CAR SPACES ARE RECTANGULAR IN SHAPE AND ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THEIR RESPECTIVE FLOORS.
 6. LBSP DENOTES DISTANCE IS TO LINE BETWEEN STONE PILLARS.
 7. PCK DENOTES PROLONGATION OF INSIDE FACE OF CONCRETE KERB.
 8. SV DENOTES SERVICE VEHICLE PARKING WHICH IS COMMON PROPERTY.
 9. ST DENOTES SERVICE VEHICLE (TRUCK) PARKING SPACE WHICH IS COMMON PROPERTY.



Reduction Ratio 1: 250

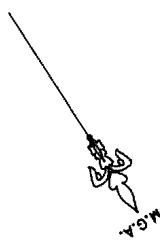
29488F97 Lengths are in metres

Andrew Sheehan
 Registered Surveyor

SEE MINUTE PAPERS
 Authorised person/General Manager/Accredited Certifier



SURVEYOR'S REFERENCE: 29488SP1



SP69950

P153 (134m ²)	V	V	P156 (76m ²)	V	P157 (76m ²)	P159 (77m ²)	V	V	P162 (77m ²)	V	P163 (76m ²)	P165 (79m ²)	V	P166 (78m ²)	P168

SEE SHEET No 16
FOR CONTINUATION

P1105 (132m ²)	V	P1104 (76m ²)	V	P1102 (76m ²)	V	P1101 (76m ²)	P199 (76m ²)	V	P198 (76m ²)	V	P196 (76m ²)	V	P195 (76m ²)	P193 (76m ²)	V	P192 (76m ²)	P190

LEVEL 4

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. V DENOTES VOID TO FLOOR BELOW.
 3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT WHICH IS COMMON PROPERTY.

Reduction Ratio 1: 300 29488F16 Lengths are in metres

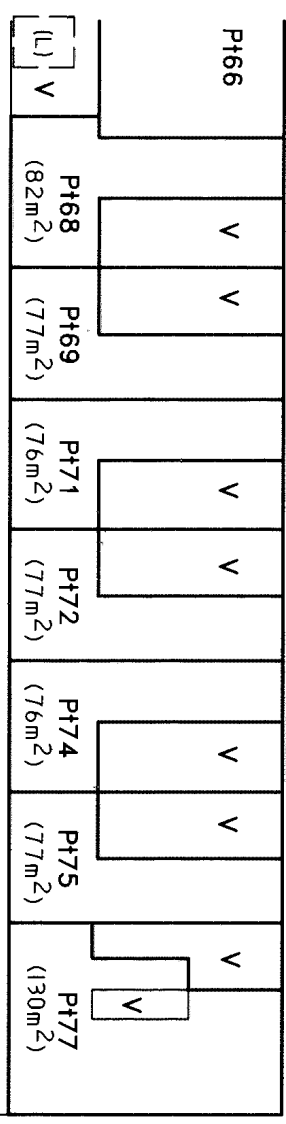
Kudrath Waser
Registered Surveyor

Jordan De
Authorised person/Agent-Manager/Accredited Certifier

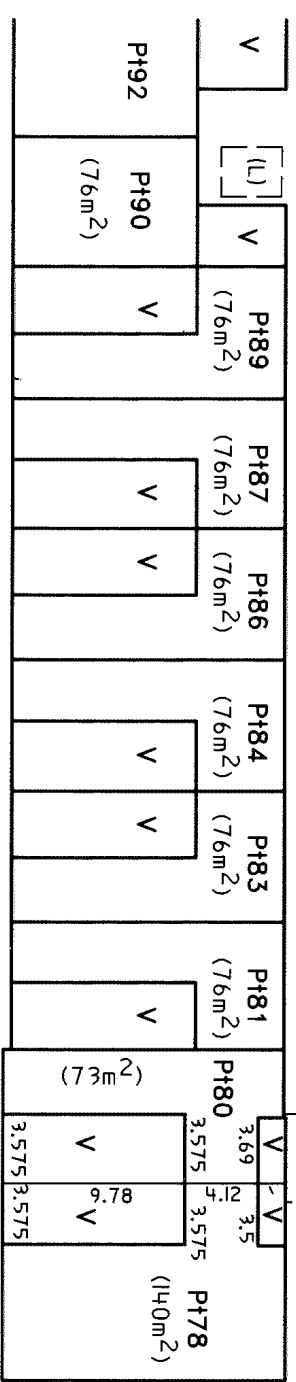
SURVEYOR'S REFERENCE: 29488SP1



SP69950



SEE SHEET No 15
FOR CONTINUATION



LEVEL 4

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. V DENOTES VOID TO FLOOR BELOW.
 3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT WHICH IS COMMON PROPERTY.

Reduction Ratio 1: 300

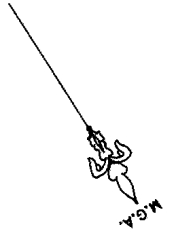
Lengths are in metres

Kudraw Nasser
Registered Surveyor

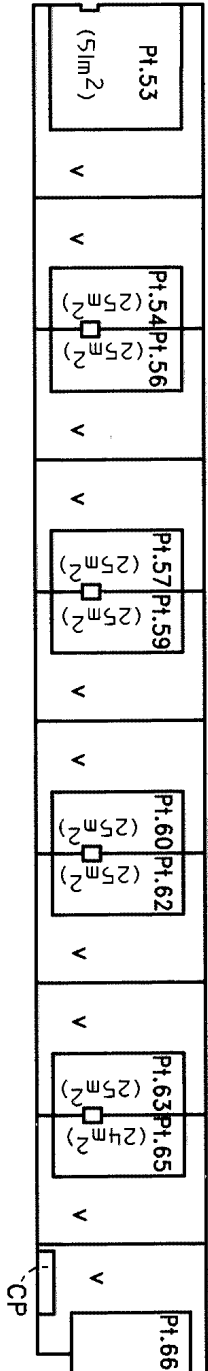
Paula De...
Authorized Person/Company Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 29488SP1

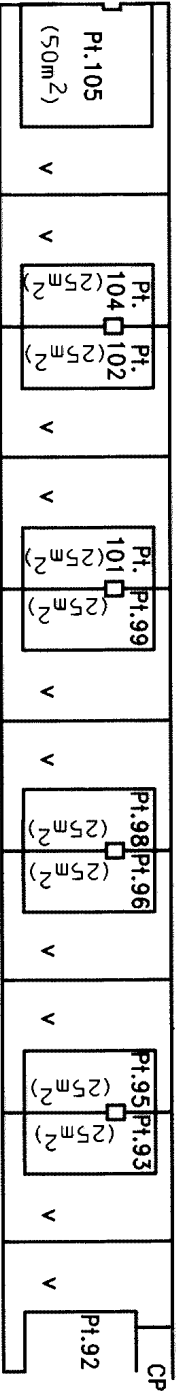




SP69950



SEE SHEET No 17
FOR CONTINUATION



LEVEL 5

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
2. V DENOTES VOID TO FLOOR BELOW.
3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT
4. CP DENOTES COMMON PROPERTY.



Reduction Ratio 1 : 300

Lengths are in metres

Andreas Wacker
Registered Surveyor

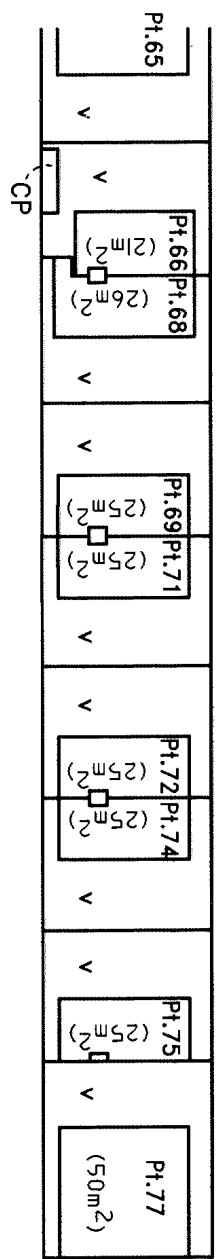
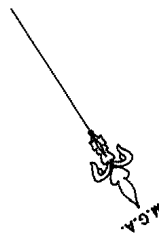
Registered Surveyor

John De
Accredited person/General-Manager/Accredited Certifier

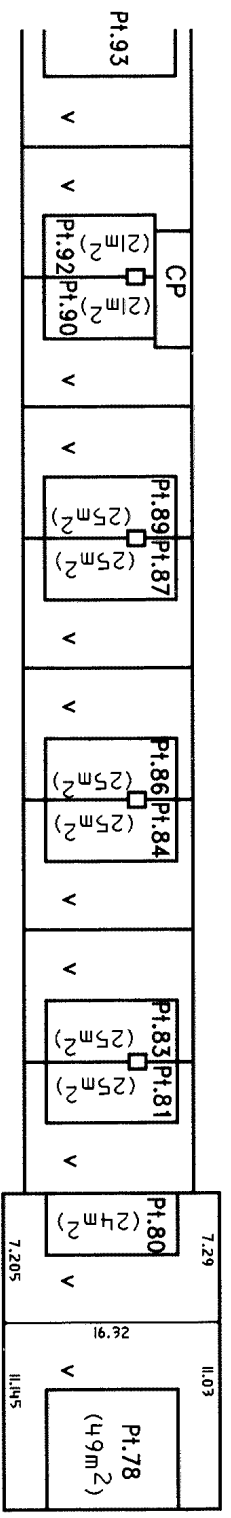
SURVEYOR'S REFERENCE: 29488SP1



SP69950



SEE SHEET No 16
FOR CONTINUATION



LEVEL 5

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
2. V DENOTES VOID TO FLOOR BELOW.
3. (L) DENOTES APPROXIMATE POSITION HERITAGE LIFT
4. CP DENOTES COMMON PROPERTY.



Reduction Ratio 1: 300

Lengths are in metres



Kudhans Varan
Registered Surveyor

Archie
Authorised Person/Company Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 29488SP1

SP69950

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	80	50	53	99	106	148	4	197	3	246	3						
2	48	51	82	100	58	149	4	198	3	247	3						
3	83	52	60	101	104	150	4	199	3	248	3						
4	83	53	131	102	105	151	4	200	3	249	3						
5	51	54	96	103	57	152	4	201	3	250	3						
6	84	55	56	104	104	153	4	202	3	251	3						
7	84	56	98	105	132	154	4	203	3	252	3						
8	51	57	98	106	65	155	4	204	3	253	3						
9	85	58	56	107	4	156	4	205	3	254	3						
10	85	59	99	108	4	157	4	206	3	255	3						
11	52	60	99	109	4	158	4	207	3	256	3						
12	85	61	57	110	4	159	4	208	3	257	3						
13	85	62	100	111	4	160	4	209	3	258	3						
14	52	63	100	112	4	161	4	210	3	259	3						
15	86	64	58	113	4	162	4	211	3	260	3						
16	86	65	101	114	4	163	4	212	3	261	3						
17	52	66	101	115	4	164	4	213	3	262	3						
18	87	67	55	116	4	165	4	214	3	263	3						
19	87	68	102	117	4	166	4	215	3	264	3						
20	53	69	102	118	4	167	4	216	3	265	3						
21	89	70	58	119	4	168	4	217	3	266	3						
22	126	71	102	120	4	169	4	218	3	267	3						
23	3	72	102	121	4	170	4	219	3	268	3						
24	219	73	58	122	4	171	4	220	3	269	3						
25	209	74	106	123	4	172	4	221	3	270	3						
26	3	75	129	124	4	173	4	222	3	271	3						
27	99	76	3	125	4	174	4	223	3	272	3						
28	97	77	243	126	4	175	4	224	3	273	3						
29	61	78	243	127	4	176	4	225	3	274	3						
30	95	79	3	128	4	177	4	226	3	275	3						
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32	61	81	119	130	4	179	4	228	3	277	3						
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35	61	84	116	133	4	182	4	231	3	280	3						
36	92	85	60	134	4	183	4	232	3	281	3						
37	93	86	113	135	4	184	4	233	3	282	3						
38	38	87	114	136	4	185	4	234	3								
39	90	88	59	137	4	186	4	235	3								
40	91	89	111	138	4	187	4	236	3								
41	55	90	112	139	4	188	4	237	3								
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43	88	92	109	141	4	190	4	239	3								
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47	54	96	108	145	4	194	4	243	3								
48	85	97	58	146	4	195	4	244	3								
49	85	98	105	147	4	196	4	245	3								

Reduction Ratio 1: 29488-56

Lengths are in metres



Indira Varma
Registered Surveyor

Johla Da
Authorised Person/Company Manager/Accredited Certifier

176675

SYDNEY 176675 17
D) 405

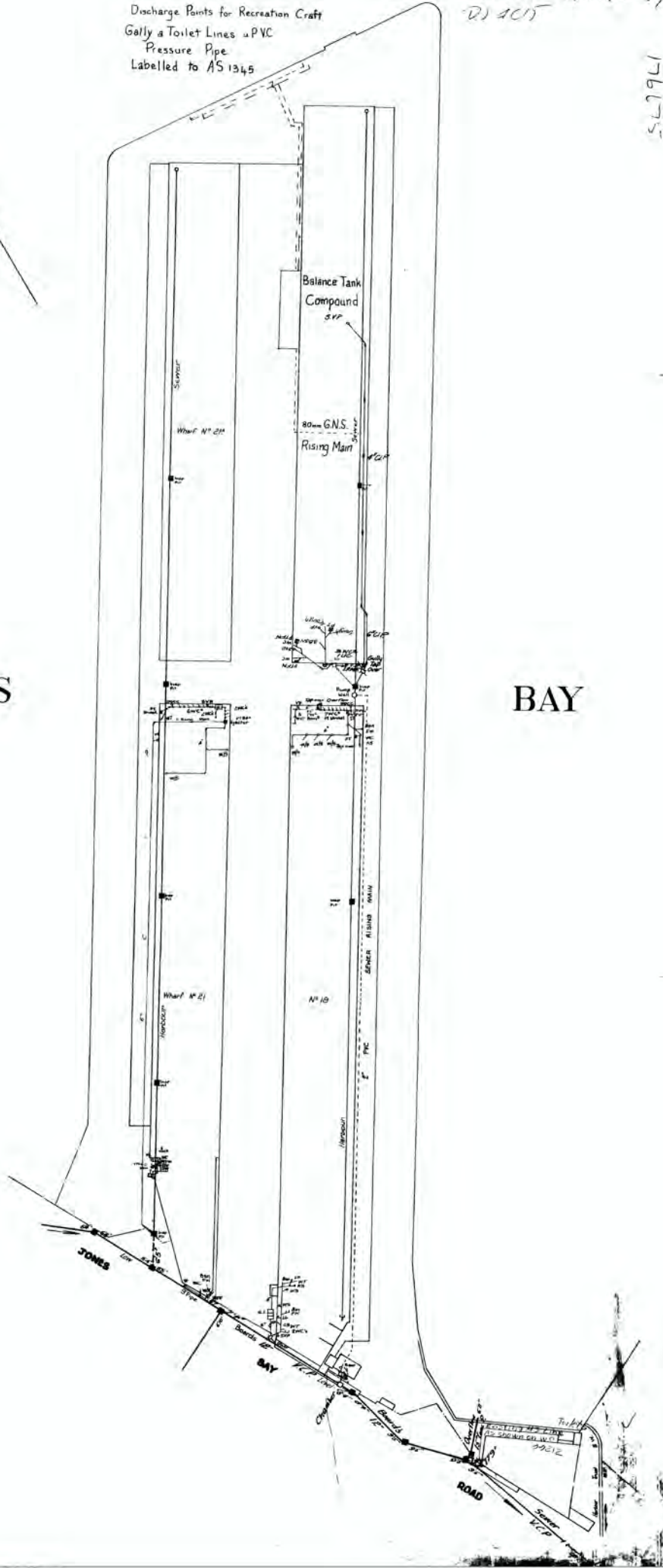
176675

Discharge Points for Recreation Craft
Gully & Toilet Lines & PVC
Pressure Pipe
Labelled to AS 1345



JONES

BAY



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 17/09/2020 14:33
Order No. 64189512
Certificate No: 98340461
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - 88B 69950
Available: Y
Size (KB): 408
Number of Pages: 11
Scan Date and Time: 17/10/2003 10:39

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

Plan of subdivision of lot 1 DP1050360
Lengths are in metres

SP69950

PART 1 - CREATION

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

Sydney Harbour Foreshore Authority
137 Pyrmont Street
PYRMONT NSW 2009

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 the use of land	Lots 23, 26, 76, 79 and 107 to 282	Council of the City of Sydney
2	Easement for access to Grease Trap	Lot 162	22/SP 69951
3	Easement for access to sewage pump pits	Lots 137, 139, 147 and 156	CP/SP 69950 and CP/SP 69951
4	Easement for use of Grease Trap	CP/SP 69950	22/SP 69951
5	Restriction on the use of land	Lots 1 to 22, 24, 25, 27 to 75, 77, 78, 80 to 106 and CP/SP69950	Council of the City of Sydney
6	Restriction on the use of land	CP/SP69950	Council of the City of Sydney

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PART 2 - TERMS

1 Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes the Building Management Committee and the lessees, sub-lessees, employees, agents, contractors and licensees of the Grantee.

Building Management Committee means any building management committee for Jones Bay Wharf constituted under the Development Act and the Strata Management Statement.

Business Uses means business uses as defined in the Sydney Regional Environmental Plan No. 26 - City West or business uses as otherwise permitted by law.

Council means the Council of the City of Sydney.

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

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

Grantee means, if a leasehold interest exists in respect of a Lot Benefited:

- (a) the lessee (as that term is defined in the Development Act) or mortgagee in possession of the Lot Benefited; and
- (b) the owners corporation under the Development Act in respect of the Lot Benefited; and
- (c) an authority benefited.

If no leasehold exists in respect of a Lot Benefited, **Grantee** means:

- (d) the owner or mortgagee in possession of the Lot Benefited; and
- (e) an authority benefited.

Grantor means, if a leasehold interest exists in respect of a Lot Burdened:

- (a) the lessee (as that term is defined in the Development Act) or mortgagee in possession of a Lot Burdened; and
- (b) the owners corporation under the Development Act in respect of a Lot Burdened.

If no leasehold interest exists in respect of a Lot Burdened, **Grantor** means the owner or mortgagee in possession of a Lot Burdened.

SP69950

Grease Trap means the common property grease trap located under lot 162 in the Plan. It includes all pipes, ducts, vents and other services or equipment associated with the use, operation, maintenance, repair, replacement or pump out of the Grease Trap.

Jones Bay Wharf means strata plan nos. 69950, 69951, 70640 and 70641 and lot 3 in DP 1050360 (and any lots into which they are subdivided or resubdivided).

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

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

Residential Development means residential development as defined in the Sydney Regional Environmental Plan No. 26 - City West.

Strata Management Statement means the strata management statement registered according to the Development Act which applies to Jones Bay Wharf.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair a site of an easement or any thing in the site of an easement is a positive covenant according to section 88BA of the Conveyancing Act 1919 (NSW).

SP69950

2 Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause and clauses 3 (“Complying with this instrument and the Strata Management Statement”) and 4 (“Effect of the Strata Management Statement”), in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

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

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

3 Complying with this instrument and the Strata Management Statement

3.1 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

3.2 Obligations for Authorised Users

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

3.3 Complying with the Strata Management Statement

For each easement, positive covenant and restriction on use in this instrument, the Grantee must:

- (a) comply with the Strata Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Strata Management Statement.

4 Effect of the Strata Management Statement

4.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

SP69950

4.2 Requirements about making rules

If a Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of a site of an easement, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and the Strata Management Statement. The Strata Management Statement prevails to the extent of any inconsistency.

4.3 Costs regulated under the Strata Management Statement

If the Strata Management Statement regulates the apportionment of costs in relation to an easement, the site of an easement, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

4.4 Complying with obligations

If the Strata Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Strata Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

5 Terms of restriction on the use of land numbered 1 in the Plan

5.1 Obligations of Grantor

A Grantor must not:

- (a) permit their Lot Burdened to be used by a person who is not an occupant or tenant of Jones Bay Wharf; or
- (b) transfer their Lot Burdened to a person who is not an owner of a lot (not being a utility lot) in Jones Bay Wharf; or
- (c) lease or licence their Lot Burdened to a person who is not an occupant or tenant of Jones Bay Wharf.

5.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

6 Terms of easement for access to Grease Traps numbered 2 in the Plan

6.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the right to the Grantee and its Authorised Users to enter and remain (for the periods reasonably necessary) on the Lot

SP69950

Burdened in order to operate, inspect, maintain, repair and replace the Grease Trap located under the Lot Burdened.

6.2 Notice requirements

Except in an emergency, the Grantee or an Authorised User must:

- (a) give the Grantor reasonable notice of their intention to enter the Lot Burdened to exercise their rights and comply with their obligations under this easement; and
- (b) use their reasonable endeavours to ensure that they exercise their rights and comply with their obligations under this easement before 8.00am and after 6.00pm (or during other times agreed by the Grantor).

6.3 Obligations of Grantee

The Grantee must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take all reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened (or to any vehicle parked in the Lot Burdened); and
- (c) promptly rectify any damage it or its Authorised Users cause to the Lot Burdened when they exercise their rights or comply with their obligations under this easement; and
- (d) promptly remove and clean any spillage in the Lot Burdened caused by it or its Authorised Users exercising their rights or complying with their obligations under this easement.

6.4 Obligations of Grantor

The Grantor:

- (a) must ensure that no vehicle is parked in the Lot Burdened during any period in which the Grantee or an Authorised User exercises their rights or complies with their obligations under this easement provided that the Grantee or the Authorised User has complied with clause 6.2 ("Notice requirements"); and
- (b) must not install anything in the Lot Burdened (eg a security device) which would prevent the Grantee or an Authorised User exercising their rights and complying with their obligations under this easement.

6.5 Subdivision of the Lot Benefited

If the Lot Benefited is subdivided by strata plan no. 70641, the benefit of this easement is released from the Lot Benefited except in relation to lot 54 in strata scheme no. 69951 (which is created by strata plan of subdivision no. 70641). For clarity, the easement will continue to benefit lot 54 in strata scheme no. 69951 after the Lot Benefited is subdivided by strata plan no. 70641.

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6.6 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liability of any nature caused by the Grantee or its Authorised Users failing to comply with their obligations under this easement. However, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

7 Terms of easement for access to sewage pump pits numbered 3 in the Plan

7.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the right to the Grantee and its Authorised Users to enter and remain (for the periods reasonably necessary) on the Lot Burdened in order to operate, inspect, maintain, repair and replace the sewage pump pit located under the Lot Burdened (and accessible only via the Lot Burdened).

7.2 Notice requirements

Except in an emergency, the Grantee or an Authorised User must:

- (a) give the Grantor reasonable notice of their intention to enter the Lot Burdened to exercise their rights and comply with their obligations under this easement; and
- (b) use their reasonable endeavours to ensure that they exercise their rights and comply with their obligations under this easement before 8.00am and after 6.00pm (or during other times agreed by the Grantor).

7.3 Obligations of the Grantee

The Grantee must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened (or to any vehicle parked in the Lot Burdened); and
- (c) promptly rectify any damage it or its Authorised Users cause to the Lot Burdened when they exercise their rights or comply with their obligations under this easement; and
- (d) promptly remove and clean any spillage in the Lot Burdened caused by it or its Authorised Users exercising their rights or complying with their obligations under this easement.

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7.4 Obligations of Grantor

The Grantor:

- (a) must ensure that no vehicle is parked in the Lot Burdened during any period in which the Grantee or an Authorised User exercises rights or complies with obligations under this easement provided that the Grantee or Authorised User has complied with clause 7.2 (“Notice requirements”); and
- (b) must not install anything in the Lot Burdened (eg a security device) which would prevent the Grantee or an Authorised User exercising rights and complying with obligations under this easement.

7.5 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liability of any nature caused by the Grantee or its Authorised Users failing to comply with their obligations under this easement. However, the Grantee’s indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

8 Terms of easement for use of Grease Trap numbered 4 in the Plan

8.1 Grant of easement

Subject to the terms of this easement, the Grantor grants the right to the Grantee and its Authorised Users to:

- (a) use the Grease Trap within the Easement Site; and
- (b) install in the Easement Site pipes, wires, cables, ducts, conduits and equipment to connect the Lot Benefited to the Grease Trap; and
- (c) park vehicles on common property in the Lot Burdened adjacent to the pump out point for the Grease Trap, but only for the purpose of and while the Grantee or its Authorised User is pumping out the Grease Trap).

For the purposes of this easement, “**Easement Site**” means all parts of the common property where the Grease Trap is located (including that part of common property directly under lot 162 in the Plan).

8.2 Access to the Easement Site

The easement numbered 2 in the Plan applies to the rights of the Grantee and Authorised Users to gain access to the Easement Site.

8.3 Rules

The Grantor may make reasonable rules about use of the Grease Trap by the Grantee and Authorised Users.

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8.4 Obligations of Grantee

The Grantee must:

- (a) take all reasonable actions to minimise disturbance to the Grantor to the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take all reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened (or to any vehicle parked in the Lot Burdened); and
- (c) promptly rectify any damage it or its Authorised Users cause to the Lot Burdened when they exercise their rights or comply with their obligations under this easement; and
- (d) arrange for the regular pump out of the Grease Trap; and
- (e) ensure that any person carrying out works under this easement is qualified to do so; and
- (f) comply with the requirements of Government Agencies about Grease Traps, including requirements about operation, use, pump out and maintenance; and
- (g) immediately remove anything spilt on the Easement Site or the Lot Burdened when the Grease Trap is pumped out; and
- (h) comply with any rules made by the Grantor according to clause 8.3 ("Rules").

8.5 Maintenance and repair

The Grantee must maintain, repair and, where necessary, replace the Grease Trap.

8.6 Subdivision of the Lot Benefited

If the Lot Benefited is subdivided by strata plan no. 70641, the benefit of this easement is released from the Lot Benefited except in relation to lot 54 in strata scheme no. 69951 (which is created by strata plan of subdivision no. 70641). For clarity, the easement will continue to benefit lot 54 in strata scheme no. 69951 after the Lot Benefited is subdivided by strata plan no. 70641.

8.7 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liability of any nature caused by the Grantee or its Authorised Users failing to comply with their obligations under this easement. However, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

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9 Terms of restriction on the use of land numbered 5 in the Plan

9.1 Use

Lots 1 to 22, 24, 25, 27 to 75, 77, 78 and 80 to 106 in the Plan must not be used for Residential Development or any other purpose except for Business Uses.

9.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

10 Terms of restriction on the use of land numbered 6 in the Plan

10.1 Obligations of Grantor

The Grantor must not grant or permit to be granted any lease, licence, sublease or exclusive use rights, or otherwise part with possession of any part of the Lot Burdened, including any parking spaces designed for people with disabilities and service vehicle spaces, for the purpose of parking or storage of vehicles or boats.

10.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

SP69950

SIGNING PAGE

Signed by **RON BATEMAN** 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

GEORGE CHRIS PANAGAKIS .

SIGNED by **ALAN BRIGHT**)
a duly Authorised Person of the)
COUNCIL OF THE CITY OF)
SYDNEY pursuant to the authority)
listed in the City of Sydney Register)
of Delegations dated 5 August 2003)
in the presence of:)

.....
Signature of witness

.....
Signature of Authorised Person
Area Planning Manager

STEPHEN J. LONGHURST)
Name of witness (block letters))



City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
council@cityofsydney.nsw.gov.au

GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

Certificate under Section 603 Local Government Act 1993
2020/2021 Rating Year: - 01/07/2020 - 30/06/2021

SAIGLOBAL PROPERTY
3/355 Spencer St
WEST MELBOURNE VIC 3003

Assessment No: 82911-9
Certificate No: 20212473
Issue Date: 18-Sep-2020
Fee: \$85.00
Receipt No: 0160300

Your Reference: 64189848:98341111

Ratepayer: ALAJUL HOLDINGS PTY LIMITED
Land Details: Lot 37 SP 69950, Lot 187 SP 69950
Suite 89/30-32 Pirrama Road , PYRMONT NSW 2009

PARTICULARS OF RATES AND CHARGES:

Previous Period Rates & Charges prior to 30-Jun-2020	0.00
Arrears Postponed Rates	0.00
Arrears Legal Charges	0.00
Arrears Interest	0.00
Current Rates	870.85
Current Postponed Rates	0.00
Stormwater Management	5.00
Current Interest Charges	0.00
Current Postponed Interest Charges	0.00
Legal Fees and Bank Charges	0.00
Other Property Related Debts	0.00
Less Rebates	0.00
Less Payments	0.00
Other Adjustments	0.00
Environmental Upgrade Charges Total Outstanding	0.00
Total Due as at 18-Sep-2020	\$875.85

SECTION 603: For the purposes of this section, rates, charges and other amounts are taken to be due or payable even though the requisite period after service of any notice may not have expired.

After the issue of this Certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate but if it does so, Council accepts no responsibility for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such information.

Please Note: - Daily interest is applied to any arrears or overdue rates and charges.

Monica Barone
Chief Executive Officer

city of villages



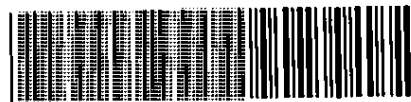
CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 17/09/2020 14:33
Order No. 64189512
Certificate No: 98340463
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AN782241
Available: Y
Size (KB): 623
Number of Pages: 20
Scan Date and Time: 16/10/2018 10:02

© Office of the Registrar-General 2020

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: 07SL
Release: 4.5

SUBLEASE

New South Wales
Real Property Act 1900

AN782241J

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

Revenue NSW use only

DA42787

(A) **HEAD LEASE**

LEASE AA24176 and LEASE AA24026

(B) **TORRENS TITLE**

Property leased
187/SP69950 *as to AA24176*
37/SP69950 *as to AA24026*

(C) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any ANDREYEV LAWYERS Suite 7, Level 12, 101 Bathurst Street, Sydney NSW 2000 Phone: 1300 654 590 Email: kasia@andreyev.com.au
	Reference: MICO/Jones Wharf Lease

CODE

SL

(D) **SUBLESSOR**

ALAJUL HOLDINGS PTY LIMITED (A.C.N. 136 844 589)

The sublessor leases to the sublessee the property referred to above.

(E) Encumbrances (if applicable): _____

(F) **SUBLESSEE**

DOQ PTY LTD (A.C.N. 137 462 161)

(G) **TENANCY:** _____

- (H) 1. **TERM** 2 years and 1 month
2. **COMMENCING DATE** 1 October 2018
3. **TERMINATING DATE** 31 October 2020
4. With an **OPTION TO RENEW** for a period of 2 years
set out in clause 12 of Annexure "A"
5. Together with and reserving the **RIGHTS** set out in clause No. N.A. of N.A.
6. Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" and "B" hereto.
7. Incorporates the provisions set out in lease registered
No. AA24176 and AA24026
8. The **RENT** is set out in item No. 13 of Annexure "A"

OFF LAI 61183 as to 37/SP69950

DATE 12 Oct 2018

(I) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Alajul Holdings Pty Limited (A.C.N. 136 844 589)
Authority: section 127 of the Corporations Act

Signature of authorised person:

Signature of authorised person:

Name of authorised person: Vincenzo Anthony Mico
Office held: Director/Secretary

Name of authorised person: Marianne Mico
Office held: Director

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Doq Pty Ltd (A.C.N. 137 462 161)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: Yoshinori Sakuno
Office held: Sole Director/Secretary

Name of authorised person: _____
Office held: _____

(I) **STATUTORY DECLARATION***

I Vincent Mico, director of Alajul Holdings Pty Limited (A.C.N. 136 844 589)

solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired sublease No. AI61183 has ended; and
2. The sublessee under that sublease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at North Sydney in the State of New South Wales on 12. OCT 2018
in the presence of Janet Yering of 5 Daulton Dr Cherrybrook 2126

Justice of the Peace (J.P. Number: 201257) Practising Solicitor

Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]~~

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: ALAJUL HOLDINGS PTY LIMITED (A.C.N. 136 844 589)

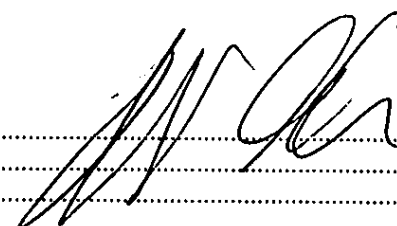
Lessee: DOQ PTY LTD (A.C.N. 137 462 161)

This annexure consists of 18 pages.

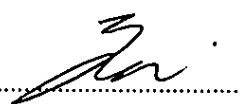
NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

- Item 10
(cls 2.3, 13.1)
(cl 13.7)
- A. The guarantor:** N/A.
- B. Limit of guarantor's liability:** Pursuant to clause 13 of Annexure "B"
- Item 11
(cl 3)
- Additional property leased:** Nil.
- Item 12
(cl 4)
- Option to renew**
- A.** Further period of 2 years from 1 November 2020 to 31 October 2022.
- B.** N/A.
- C.** Maximum period of tenancy under this lease and permitted renewals: 4 years and 1 month.
- D.** First day option for renewal can be exercised: 30 April 2020.
- E.** Last day option for renewal can be exercised: 31 July 2020.
- Item 13
(cl 5)
- A. Rent**
- For the lease period:
- From the commencement date to the first rent review date: \$102,000 plus GST per annum by monthly instalments of \$8,500 plus GST
- Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
- For the further period in item 12A:
- From the commencement date to the first rent review date: (for example: Current market rent) As reviewed in accordance with Item 16.
- Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.



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For the further period in item 12B:
 From the commencement date
 to the first rent review date:
 (for example: Current market rent) N/A
 Afterwards: N/A

Item 13 (cl 15) **B. GST**

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated: N/A.

Item 14 (cl 5) **Outgoings**

A. Share of outgoings: 100%
 parking fees (including any levy levied by Revenue NSW in respect of the car park).

Item 15 (cl 5.1.5) **Interest rate:** 8%

Item 16 (cl 5.4) **Rent review**

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
Each anniversary of the commencement date during the initial term	N/A	N/A
The commencement of the renewed term	Method 1	5%
Each anniversary of the commencement date during the renewed term	Method 1	5%

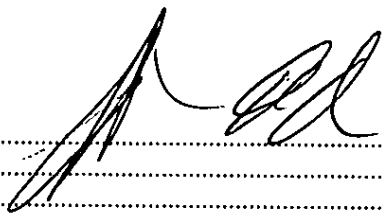
Method 1 is a fixed amount or percentage.
 Method 2 is Consumer Price Index.
 Method 3 is Current market rent.

Method 2 applies unless another method is stated.


Item 17 (cl 6.1) **Permitted use:** Commercial office and car park

Item 18 (cl 8.1.1) **Amount of required public liability insurance:** \$20,000,000

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Item 19 **Bank Guarantee**
(cl 16)

N/A

Item 20 **Security Deposit**
(cl 17)

3 months' gross rent and the lessee's proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time which at the Commencing Date is \$28,662.50.

Item 21 **Details of strata manager/secretary of the owners' corporation (if applicable)**

Strata Manager: Richard Gintel, C/- Strata Partners, Level 1, 'The Gables', 283 Penshurst Street, Willoughby NSW 2068

* * * * *

The following alterations and additions are to be made to the Lease Covenants in **Annexure B**:

1. Replace clause 5.1.9 with:

5.1.9 the parties are to bear their own legal costs for the preparation of this lease;

2. Add new clause 5.1A that reads as follows: "*The lessee is entitled to one month's free rent for the first month of this lease. Accordingly, the first month's rent payable under this lease will be the rent payable in respect of the calendar month of November 2018.*"

3. Add to the end of clause 5.2 the words "*The first month's instalment of rent will be applied towards the first month's rent payable under this lease.*"

4. Add to the end of clause 6.3.4 the words "*The parties note that any external signage that the lessee wishes to erect must be approved by the relevant Strata Manager of the property prior to the lessor granting its approval.*"

5. Replace the final line in clause 8.1 with:

and the lessee must:

*8.1.3 ensure the lessor's name is included as an interested party on the insurance policy; and
8.1.4 produce to the lessor, upon request, the policy and the receipt for the last premium.*

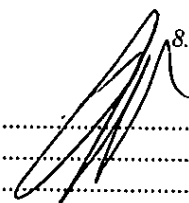
6. Insert new clauses 8.3, 8.4 and 8.5 as follows:


8.3 Any dispute arising under clause 8.2 must be determined by an appropriate independent person who is:

*8.3.1 agreed between the lessor and the lessee; or
8.3.2 if they cannot agree, a member of a professional body nominated at the request of either the lessor or the lessee by the President of the Property Council of Australia.*

8.4 The appointed person must:

*8.4.1 have substantial experience in relation to premises of similar type within the area in which the property is located or other comparable area; and
8.4.2 in making their determination must act as expert and not as arbitrator and the determinations shall be final and binding on the parties.*


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8.5 *The costs of that determination shall be borne by either or both of the parties (and if by both of the parties in equal proportion between them) as the person making the determination decides.*

7. Replace clause 12.3.2 with the following:

12.3.2 *remove any goods and anything that the lessee fixed to the property within 2 days of the date on which the lease ends and have made good any damage caused by the removal.*

8. Insert new clause 19:

CLAUSE 19. ACCESS FOR FIT OUT AND TRADING

19.1 *The lessee is responsible for obtaining all necessary statutory approvals for the fit out of the property and/or trading to be conducted at the property at the lessee's expense.*

19.2 *The lessor must agree to any fit out proposed by the lessee and must co-operate by doing or signing anything required in order to complete the fit out.*

19.3 *Occupation of the property for fit out and/or trading is to only be made available to the lessee:*

19.3.1 *after the date this lease is properly executed;*

19.3.2 *after all proper insurance has been put in place as required under this lease;*

19.3.3 *after all of the lessee's obligations under clause 17 have been complied with;*

19.3.4 *after all documentation required to be executed under the lease prior to the commencing date has been properly executed; or*

19.3.5 *at any other time agreed between the parties.*

19.4 *The fit out must be completed:*

19.4.1 *to a sufficiently high quality and standard; and*

19.4.2 *without marking, damaging or degrading the walls, ceiling, carpet or any other part of the property.*

19.5 *The lessee at the reasonable request of the lessor must make good the demised premises prior to the expiry of the lease or upon sooner determination, and without limitation:*

19.5.1 *Paint, or cause to be painted, the interior and exterior of the property;*

19.5.2 *Remove any cladding or surface treatment that may have been installed by or at the request of the lessee;*

19.5.3 *Remove any signs erected, displayed, painted, affixed or exhibited on, to, around, about or within the property by or on behalf of the lessee; and*

19.5.4 *Make good any damage or disfigurement caused by the erection, displaying, painting, affixing, exhibiting or removal, and in so doing ensure that all finishes are consistent with the surrounding finishes.*

9. Insert new clause 20:

CLAUSE 20. OUTGOINGS

20.1 *Without limiting the outgoing payable by the lessee as described in item 14, the lessor agrees to pay 100% of the following outgoing and charges in relation to the property:*

20.1.1 *local council rates and charges;*

20.1.2 *water sewerage and drainage charges;*

20.1.3 *all levies and contributions of whatsoever nature determined and/or levied by the owners' corporation or any strata managing agent*

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

20.2 *If any of the charges paid by the lessor as listed at paragraphs 20.1.1, 20.1.2 and 20.1.3 increase by an amount greater than 5% during any further period of the lease in item 12A above, the lessee must contribute the difference in cost for the expenses above the 5% increase.*

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20.3 *If any contribution to a sinking fund or special levy in respect of the strata scheme of which the property forms part is declared or levied during any further period of the lease in item 12A above, the lessee must pay the amount of the sinking fund contribution or special levy.*

10. Insert new clause 21:

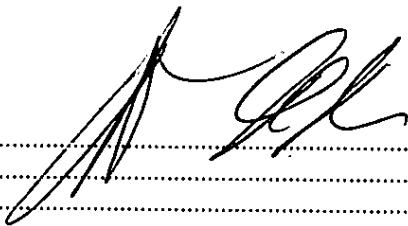
CLAUSE 21. SIS ACT

21. *The parties acknowledge that the lessor acts in its capacity as the trustee of a self-managed superannuation fund. The parties agree that the terms of this lease are subject in all respects to the Superannuation Industry (Supervision) Act 1993 (Cth), and the provisions of that Act prevail to the extent of any inconsistency.*

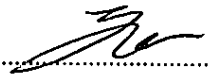
11. Insert a new clause 10.8:

10.8 *The lessor acknowledges that as part of the lessee's business, the lessee may from time to time sublet, grant a licence, or share or part with its possession of the whole or any part of the property with other sublessee or licensee for the permitted use of the property. The lessor hereby grants consent to the lessee in respect of such sublease or licence so long as the lessee observes and performs its obligations under the lease and ensures that any sublessee or licensee of the property observes the obligations of the lessee in respect of their use of the property in accordance with clause 6 of this lease.*

- END OF ANNEXURE A -



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ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: ALAJUL HOLDINGS PTY LIMITED (A.C.N. 136 844 589)

Lessee: DOQ PTY LTD (A.C.N. 137 462161)

This annexure consists of 13 pages.

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NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

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2	Parties	2	12	Forfeiture and End of Lease	9
3	The Property	2	13	Guarantee	10
4	Lease Period	2	14	Exclusions, Notices and Special Clauses	10
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RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16 certificate is given. Sections 16(1) and (2) provide –

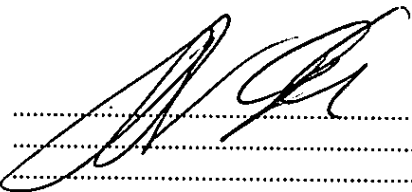
- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

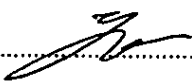
I certify that I am a solicitor not acting for the lessor and that at the request of the lessee I explained to the lessee before (or within 6 months after) the lessee entered into this lease –

- the effect of sections 16(1) and (2); and
- that the giving of this certificate would result in section 16 not applying to this lease.

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Date

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Signature

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NAME (BLOCK LETTERS)
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CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

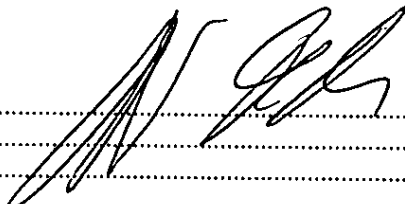
CLAUSE 4 LEASE PERIOD


How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.


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ANNEXURE B

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

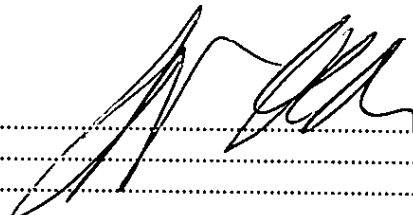
CLAUSE 5 MONEY

What money must the lessee pay?


- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
 - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
 - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made -
- 5.3.1 after the lessor has paid an outgoing; or
 - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.



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When and how is the rent to be reviewed?

5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.

5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

5.8 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.

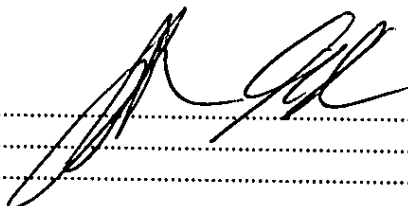
5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.

5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

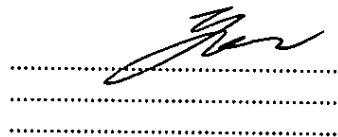
Method 3. By reference to current market rent.

5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –

- 5.12.1 the provisions of this lease;
- 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
- 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
- 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
- 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.



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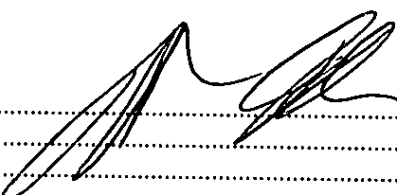
- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer –
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

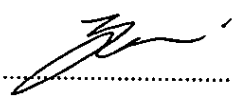
How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.7 where the property is a lot in a strata scheme:
- 6.1.7.1 use the lessor's common property only in connection with the use of the property;
- 6.1.7.2 co-operate with all other permitted users of the common property;
- 6.1.7.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

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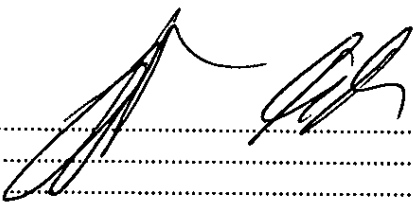
- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
 - 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably); or
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

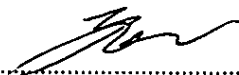
Who is to repair the property?

- 7.1 The lessor must –
 - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
 - 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
 - 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
 - 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.



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- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

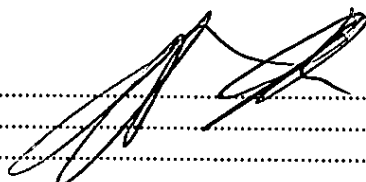
What happens if the property is damaged?

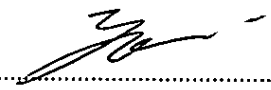
- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

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CLAUSE 10 TRANSFER AND SUB-LEASE

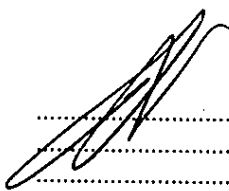
Can this lease be transferred or the property shared or sub-let?

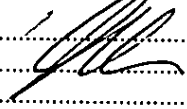
- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
 - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sublet, grant a license or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

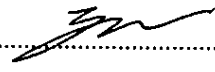
CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
 - 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.


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- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends -
 - 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if -
 - 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must -
 - 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal making good and disposal.

- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then -
 - 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for -
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, one month's written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include -
 - 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoing);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).
- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.

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- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

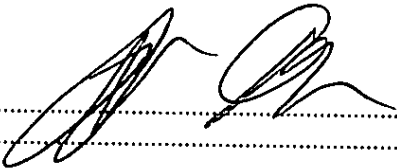
CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

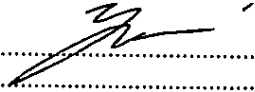
- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
 - 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded.
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.



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CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

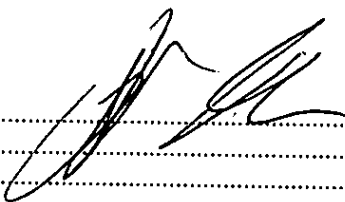
- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

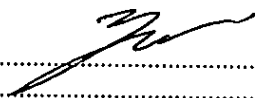
CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

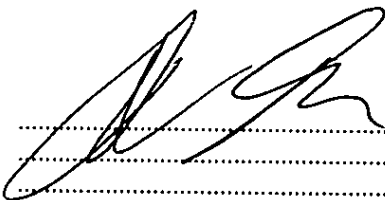
- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

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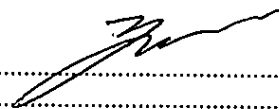
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CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.
- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 (Covenant): The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 Not to prejudice interests of owners corporation. Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 (Indemnity): The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.



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IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

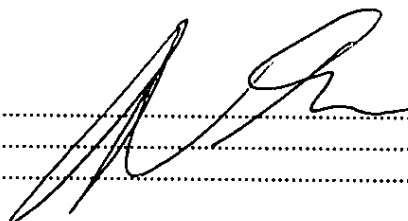
1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.


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I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

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Solicitor for the lessor


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CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 17/09/2020 14:34
Order No. 64189512
Certificate No: 98340462
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - Developer By-Laws 69950
Available: Y
Size (KB): 1796
Number of Pages: 48
Scan Date and Time: 17/10/2003 10:39

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MALLESONS STEPHEN JAQUES

SP69950

19²⁰21
JONES BAY WHARF

By-laws for Commercial
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By-laws for Commercial North at Jones Bay Wharf

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By-laws for Commercial North at Jones Bay Wharf

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1 About the by-laws

1.1 Purpose of the by-laws

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

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

1.3 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 Strata Management Statement or the lease the Owners Corporation has with the Authority for Common Property.

2 Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operation of issues affecting Commercial North and Jones Bay Wharf generally. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) Management Plans, which contain provisions about heritage requirements, maintenance of Commercial North and protection of the environment around Jones Bay Wharf; and
- (b) Management Strategies, which regulate things like waste storage and removal and vehicle access to the Public Access Areas; and
- (c) Building and Use Standards, which contain important provisions about carrying out works in your Lot (and elsewhere in Commercial North), signage and outdoor furniture; and
- (d) the apportionment of costs for and the maintenance of Shared Facilities; and
- (e) requirements for using Shared Facilities; and
- (f) insurance requirements.

2.2 Who must comply with the Strata Management Statement?

The Owners Corporation, Owners and Occupiers must comply on time and at their cost with their obligations under the Strata Management Statement.

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2.3 Building Management Committee and appointing a representative

The Building Management Committee is established under the Strata Management Statement and the Development Act to administer issues affecting Commercial North and Jones Bay Wharf generally. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee. See the Strata Management Statement for more information.

2.4 Consents under the Strata Management Statement

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

2.5 Inconsistencies between the by-laws and the Strata Management Statement

Subject to by-law 3.5 (“Inconsistencies between the by-laws and leases”), if there is any inconsistency between the Strata Management Statement and the by-laws, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

2.6 More information

Under the Strata Management Statement, the Building Management Committee is required to keep records at Jones Bay Wharf and make them available for your inspection, including:

- (a) the Strata Management Statement; and
- (b) the Building and Use Standards; and
- (c) Management Plans; and
- (d) Management Strategies.

3 Leases with the Authority

3.1 Leasehold strata scheme

Commercial North is a leasehold Strata Scheme under the Development Act. The Authority is the owner of the freehold estate in the land over which the strata plan for Commercial North is registered.

3.2 Owners Corporation lease

The Owners Corporation has a lease with the Authority for Common Property. The Authority is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with its lease with the Authority for Common Property.

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3.3 Lot leases

Each Lot in Commercial North is subject to a lease from the Authority. The landlord is the Authority and the tenant is the Owner (including an Owner that has taken an assignment of the lease from their immediate predecessor in title). You must comply on time and at your cost with your lease with the Authority for your Lot.

3.4 Consents under leases

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

3.5 Inconsistencies between the by-laws and leases

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

4 Exclusive Use By-Laws

4.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, 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.

4.2 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.

4.3 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.

4.4 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.

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4.5 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.

4.6 Additional insurances

In addition to their obligations under by-law 17 ("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.

4.7 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 Management Act, the Strata Management Statement and the by-laws and its lease with the Authority for Common Property. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

5 Your behaviour

5.1 What are your general obligations?

You must comply on time and at your cost with your obligations under the Building and Use Standards.

5.2 Some prohibitions

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or in part of a Lot which is air conditioned or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in Commercial North which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Commercial North.

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5.3 Garbage storage and disposal

Your obligations and rights for the storage and disposal of garbage and recyclable materials from your Lot are in the Strata Management Statement and, in particular, the Management Strategy for waste storage and removal.

5.4 Moving in and deliveries

Your obligations about moving into or out of Commercial North and about deliveries of stock and other goods to your Lot are in the Strata Management Statement.

5.5 Parking

Subject to the by-laws, you must not park or stand a vehicle on Common Property. You may park a bike in the Bike Racks according to the Strata Management Statement.

5.6 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

6 You are responsible for others

6.1 Obligations for Occupiers

If you are an Owner, you must:

- (a) include in any lease or other agreement with an Occupier of your Lot provisions requiring the Occupier to refrain from breaching the by-laws and the Strata Management Statement; and
- (b) use your reasonable endeavours to ensure that any Occupier of your Lot and their invitees refrain from breaching the by-laws and the Strata Management Statement; and
- (c) take all action reasonably available to you, including action under any lease or other agreement, to make them refrain from breaching the by-laws and the Strata Management Statement or leave Commercial North.

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6.2 Occupier may exercise rights under Strata Management Statement

If you are an Owner, you may allow the Occupier of your Lot to exercise your rights under the Strata Management Statement. However, you remain responsible to the Owners Corporation and the Building Management Committee to comply with your obligations under the Strata Management Statement.

6.3 Obligations for visitors

You must:

- (a) take all reasonable actions to ensure your visitors refrain from breaching the by-laws and the Strata Management Statement; and
- (b) make your visitors leave Commercial North if they do not refrain from breaching the by-laws or the Strata Management Statement.

6.4 Actions of others

You must not allow another person to do anything that you cannot do under the by-laws, the Strata Management Statement or your lease for your Lot with the Authority.

7 Your Lot

7.1 What are your general obligations?

You must, at your cost:

- (a) comply with the Building and Use Standards in relation to your Lot, including things like the installation of sun awnings, curtains, blinds and security devices and other requirements affecting the appearance of your Lot; and
- (b) comply with the Management Plans and Management Strategies in relation to your Lot; and
- (c) keep your Lot clean and tidy and in good repair and condition; and
- (d) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Lot and is not Common Property (whether or not you made the installation or alteration); and
- (e) properly maintain, repair and, where necessary, replace any works carried out in your Lot or services installed in your Lot (which are not Common Property) whether or not you carried out the works or installed the services; and
- (f) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and

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- (g) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Building Management Committee.

7.2 Authorised uses of your Lot

You must:

- (a) use your Lot (other than a carspace) only for Business Uses and in accordance with the Strata Management Statement, your lease with the Authority and any restriction on the use of land which applies to your Lot; and
- (b) use your carspace Lot only in accordance with the Strata Management Statement, your lease with the Authority and any restriction on the use of land which applies to the carspace.

7.3 Approval for other uses

If you propose to use your Lot (other than a carspace) for a use other than a Business Use, you must obtain all necessary consents required under the Strata Management Statement and your lease with the Authority, including consent from all relevant Government Agencies.

7.4 Rights of the Owners Corporation to enter your Lot

In addition to its rights under by-law 32 ("Failure to comply with the by-laws"), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

7.5 Rights of the Building Management Committee to enter your Lot

The Owners Corporation authorises the Building Management Committee to exercise its right to enter your Lot to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Lot (or which are accessible through your Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Strata Management Statement.

8 Heritage Items

8.1 Overview

Jones Bay Wharf contains many Heritage Items. The Conservation Management Plan regulates the preservation and maintenance of Heritage Items at Jones Bay Wharf.

8.2 Where are Heritage Items located?

Heritage Items are located throughout Commercial North and may be located in your Lot. Examples of Heritage Items are:

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- (a) wooden structural members (eg beams and trusses) in your Lot; and
- (b) cargo, weatherboard and sliding doors on the boundary of your Lot or leading onto your Terrace; and
- (c) heritage lifts.

8.3 Shared Facilities

Most Heritage Items are Common Property and are designated by the Strata Management Statement as Shared Facilities. By-law 15.2 (“Role of the Building Management Committee”) applies.

8.4 Heritage Items in your Lot

If a Heritage Item is located within your Lot (and is not Common Property), you must, at your cost, maintain it according to the Conservation Management Plan.

9 Carrying out works

9.1 When do you need consent?

Works which you propose to carry out in your Lot are regulated under the Strata Management Statement and, in particular, the Building and Use Standards. You must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before you carry out any works in your Lot or on Common Property.

9.2 Works by the Owners Corporation

The Owners Corporation must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before it carries out any works on Common Property.

10 Terraces

10.1 Your obligations to maintain timber treatments

If the timber decking on the Terrace of your Lot is treated with a preventative stain, you must:

- (a) maintain the timber treatment according to the Building and Use Standards; and
- (b) re-apply the timber treatment with materials and at the intervals required under the Building and Use Standards.

10.2 Outdoor furniture

The Building and Use Standards regulate the types of furniture and other items (eg barbecues) you may place on your Terrace. Generally, outdoor furniture must be metal or wooden and of a colour which is compatible with the colour scheme of Jones Bay Wharf.

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10.3 Restrictions on using Terraces

You must comply with any restrictions in the Building and Use Standards about the use of your Terrace. In particular, you must not:

- (a) stain, paint or apply any other surface finish to the wooden decking on the Terrace (or other parts of the Terrace) other than those approved under the Building and Use Standards; or
- (b) attach anything to the Terrace and, in particular, to the wooden decking or balustrades on the Terrace; or
- (c) place any landscaping, pot plants or other vegetation on the Terrace; or
- (d) use a hose to clean or wash down any part of the Terrace; or
- (e) do anything in your Lot which will cause water to enter the Terrace, another Lot or Common Property.

11 Windows and doors

11.1 Overview

The windows and doors on the boundaries of your Lot and leading onto your Terrace are Common Property. Your Lot may have:

- (a) a Common Property glass door or wall leading onto your Terrace (or on the boundary of your Lot); and
- (b) a Common Property heritage cargo door, sliding door or roller shutter leading onto your Terrace (or on the boundary of your Lot).

11.2 Shared Facilities and Heritage Items

Under the Strata Management Statement, heritage cargo doors and some sliding doors are designated as Heritage Items and are Shared Facilities. By-law 15.2 ("Role of the Building Management Committee") applies.

11.3 Your obligations for glass treatments and cleaning

Most of the windows and glass doors in your Lot have been specially treated. You must regularly clean and keep clean the internal surfaces of window and glass doors on the boundaries of your Lot, including glass doors leading onto your Terrace. When you comply with your obligations under this by-law 11.3, you may only use liquid cleaning agents and must not use scourers.

11.4 Repositioning cargo doors and roller shutters

Most cargo doors and roller shutter doors are permanently fixed in place. You must not reposition (either temporarily or permanently) a cargo door or roller shutter on the boundary of your Lot if:

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- (a) by repositioning the door or shutter, you interfere with the use and enjoyment of another Lot (eg you block sunlight or access into another Lot); or
- (b) the Conservation Management Plan prohibits you from repositioning the door or shutter.

If the door or shutter is permanently fixed in place, you must obtain consent from the Owners Corporation and the Building Management Committee to reposition the door or shutter. The Owners Corporation and Building Management Committee must not consent if the repositioned location will interfere with the use and enjoyment of another Lot or does not comply with the Conservation Management Plan.

12 Signage

12.1 When do you need consent

The installation of signage in your Lot and on Common Property is regulated under the Strata Management Statement and, in particular, the Building and Use Standards. You must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before you install a sign in your Lot or on Common Property.

12.2 For sale signs

In addition to your obligations under this by-law and the Strata Management Statement, you must not install or display in your Lot or on Common Property any "For Sale" or "For Lease" signs.

12.3 Owners Corporation

The Owners Corporation must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before it installs a sign on Common Property.

12.4 Maintaining signs

You must properly maintain, repair and, where necessary, replace any sign in your Lot or for your Lot, whether or not you installed the sign.

12.5 Restaurant Lot

This by-law 12 does not affect the rights of the Owner of the Restaurant Lot to install signs according to by-law 25 ("Special privilege to erect signs").

13 Keeping an animal

13.1 Your obligations

You must not keep an animal in your Lot or on Common Property unless it is a guide dog, a hearing dog or other animal trained to assist to alleviate the effect of a disability and you need the dog or other animal because of a visual, hearing or other disability.

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13.2 Your visitors

You must not allow your visitors to bring an animal into Commercial North unless it is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual, hearing or other disability.

14 Development Deed

14.1 Powers of the Owners Corporation

The Owners Corporation has the power to enter into a Development Deed with the Developer.

14.2 Purpose of the Development Deed

The purpose of the Development Deed is to allow the Developer to carry out works in Jones Bay Wharf, subdivide Stratum Lots and subdivide Lots in Commercial North and lots in other Strata Schemes.

14.3 Provisions of the deed

The Development Deed may contain provisions about things like:

- (a) the rights of the Developer to carry out construction and subdivide Stratum Lots, Lots in Commercial North and lots in other Strata Schemes; and
- (b) the right of the Developer to use Common Property for the purposes of the construction and subdivision; and
- (c) the obligation of the Owners Corporation to sign a strata management statement for a strata plan to be registered in respect of a Stratum Lot; and
- (d) the obligation of the Owners Corporation to consent to any application by the Developer to dispense with the requirements to lodge a strata management statement for a strata plan to be registered in respect of a Stratum Lot; and
- (e) the obligation of the Developer to cause minimal interruption to Owners and Occupiers when carrying out works under the Development Deed; and
- (f) the obligation of the Owners Corporation to ensure that the Developer may lodge strata plans and strata plans of subdivision contemplated in the Development Deed.

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15 Common Property

15.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities (eg Gantries and other Heritage Items and the Public Access Areas).

15.2 Role of the Building Management Committee

The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

15.3 What are your obligations?

You must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons carrying out Works in Commercial North on your behalf.

15.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

16 Licences

16.1 Powers of the Owners Corporation

If permitted by law, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities). The Owners Corporation may exercise its powers under this by-law 16 only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 16 may include provisions about things like:

- (a) payments under the licence; and

- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

16.3 Application of this by-law

This by-law 16 is subject to by-law 24 (“Special privilege to use area marked VPI”). While by-law 24 is in force, the Owners Corporation must not grant a licence over the area marked VPI hatched on the plan in schedule 2.

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17 Insurance premiums

17.1 Consent from the Owners Corporation

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

17.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 17, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

17.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

18 Security at Commercial North

18.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Commercial North and to prevent fires and other hazards.

18.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property security cameras and other surveillance equipment (either audio or visual) for the security of Commercial North.

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18.3 Restricting access to Common Property

Subject to the by-laws and the Strata Management Statement, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in Commercial North where you do not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Commercial North. The Owners Corporation may exclude you from using these parts of Common Property.

18.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Commercial North.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

18.5 Providing Owners and Occupiers with Security Keys

The Building Management Committee is responsible to provide Owners and Occupiers with Security Keys to access carparks in Jones Bay Wharf and other Shared Facilities (subject to the requirements in the Strata Management Statement for use of those facilities).

18.6 Capacity of Owners Corporation

The Owners Corporation may exercise its rights under this by-law 18 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

18.7 Restrictions on exercising rights

When the Owners Corporation exercises its rights under this by-law 18 it must comply with the Strata Management Statement and it must not interfere with Shared Facilities.

19 Public Access Areas

19.1 Use

Parts of the Public Access Areas are, subject to the easements registered with DP1050360, available for 24 hour use by:

- (a) members of the Building Management Committee; and

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- (b) lessees and occupiers of lots in Strata Schemes and Stratum Lots; and
- (c) members of the public.

19.2 Obligations under the Strata Management Statement

Under the Strata Management Statement, the Building Management Committee must:

- (a) ensure that the public has 24 hour pedestrian and bicycle access to Public Access Areas (subject to the easements registered with DP1050360); and
- (b) not permit vehicular access to (or the parking on vehicles on) the Public Access Areas other than for emergencies, wharf maintenance and the loading, unloading and servicing of vessels in the Private Berthing Facility and the Commercial Berthing Facility.

See the Strata Management Statement for more information.

19.3 Access

At the date of registration of these by-laws, the Public Access Areas are available for use other than those parts of the Public Access Areas located in lot 22 in strata plan no. 69951 and lot 13 in DP883135. The arrangements for those parts of the Public Access Areas are dealt with in the easements registered with DP1050360.

20 Exclusive use of Gantries

20.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 77 and 78. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

20.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 77 and 78.

20.3 Exclusive use and special privilege rights

You have exclusive use of the area above the upper surface of the Gantry in the second column adjacent to your Lot number and, if you are the owner of Lot 78, the special privilege shown in the third column adjacent to your Lot number:

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Lot	Gantry	Special privilege
77	The Gantry on the western side of Commercial North between Grids 36 and 37.	N/A
78	The Gantry on the eastern side of Commercial North between Grids 37 and 39.	The special privilege to move the Gantry between Grids 37 and 39.

The locations of the grids and Gantries are shown on the Location Plan.

20.4 Special privileges

You may:

- (a) use the area of the Gantry of which you have exclusive use for purposes ancillary with the use and occupation of your Lot; and
- (b) place outdoor furniture and other items on the area of the Gantry provided that you comply with the Building and Use Standards.

20.5 What are your obligations?

When you exercise your rights under this Exclusive Use By-Law, you must at your cost:

- (a) comply with the Building and Use Standards which apply to Terraces (as though the Gantry is a Terrace for the purposes of the Building and Use Standards); and
- (b) comply with the law and any requirements of Government Agencies about using the Gantry; and
- (c) keep the area of the Gantry of which you have exclusive use in a clean and tidy condition; and
- (d) ensure that the Gantry is not overloaded and observe any maximum load weights for the Gantry, nominated by the Owners Corporation from time to time.

20.6 Some prohibitions

You must not:

- (a) do anything to interfere with the heritage significance of the Gantry or otherwise contravene the Conservation Management Plan; or
- (b) attach anything to the Gantry, paint the Gantry or otherwise interfere with the surfaces and finishes of the Gantry; or
- (c) do anything (or permit anything to be done) which may be dangerous.

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20.7 Obligations of the Owners Corporation

Subject to the by-laws and the Strata Management Statement, the Owners Corporation must:

- (a) keep the Gantry in a good state of maintenance and repair; and
- (b) carry out any works to ensure that the Gantry complies with the Conservation Management Plan.

21 Exclusive use of Kitchen Exhaust

21.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of the Restaurant Lot. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

21.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of the Restaurant Lot.

21.3 Exclusive use and special privilege rights

Subject to by-law 21.4 (“Consents before exercising rights”), you have:

- (a) exclusive use of the Kitchen Exhaust; and
- (b) the special privilege to connect to and use the Kitchen Exhaust; and
- (c) the special privilege to install a fan or other equipment on the Common Property roof of Commercial North necessary to operate the Kitchen Exhaust; and
- (d) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect the Restaurant Lot to the Kitchen Exhaust.

21.4 Consents before exercising rights

Before you exercise your rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that:
 - (i) any installation will not create noise or vibration which may interfere unreasonably with another Owner or Occupier; and
 - (ii) any fan will be suitably screened from view; and

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- (iii) the location of any pipes, wires, cables or ducts you propose to install will not interfere with Common Property services or Shared Facilities.

21.5 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Kitchen Exhaust and any fan and filters for the Kitchen Exhaust (but not structural maintenance, repairs or replacements); and
- (b) take all reasonable actions to ensure that the operation of any fan does not interfere unreasonably with another Owner or Occupier; and
- (c) maintain, repair and, where necessary, replace any fans, filters, equipment, pipes, wires, cables and ducts installed according to this Exclusive Use By-Law to connect the Restaurant Lot to the Kitchen Exhaust (whether or not you installed them); and
- (d) arrange for regular cleaning and inspection of the Kitchen Exhaust, including any fans and filters; and
- (e) comply with the requirements of Government Agencies for kitchen exhausts, fans and filters; and
- (f) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law.

21.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) carry out structural maintenance, repairs and replacements of the Kitchen Exhaust; and
- (b) if the Restaurant Lot is not connected to or does not use the Kitchen Exhaust, maintain and repair the Kitchen Exhaust.

22 Special privilege to install Equipment in Area A

22.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of the Restaurant Lot. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

22.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of the Restaurant Lot.

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22.3 Special privilege rights

Subject to by-law 22.4 (“Consents before exercising rights”), you have:

- (a) the special privilege to install the Equipment in Area A; and
- (b) the special privilege to make alterations to Common Property (including Common Property walls and floors on the boundary of the Restaurant Lot) and install pipes, wires and cables in Common Property necessary to connect the Restaurant Lot to the Equipment.

22.4 Consents before exercising rights

Before you exercise your special privilege rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that:
 - (i) the Equipment will not create noise or vibration which may interfere unreasonably with another Owner or Occupier; and
 - (ii) the Equipment will be suitably screened from view; and
 - (iii) the location of any pipes, wires or cables you propose to install will not interfere with Common Property services or with Shared Facilities.

22.5 What are your obligations?

You must, at your cost:

- (a) comply with the requirements of Government Agencies about the operation, maintenance, repair and replacement of the Equipment; and
- (b) take all reasonable action to ensure that the operation of the Equipment does not interfere unreasonably with another Owner or Occupier; and
- (c) maintain, repair and, where necessary, replace the Equipment and any pipes, wires and cables installed according to this Exclusive Use By-Law (whether or not you installed them); and
- (d) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law.

22.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost, carry out structural maintenance, repairs and replacements of Area A.

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23 Exclusive use of the Grease Trap

23.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of the Restaurant Lot. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

23.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of the Restaurant Lot.

23.3 Exclusive use and special privilege rights

Subject to by-law 23.4 (“Consents before exercising rights”), you have:

- (a) exclusive use of the Grease Trap; and
- (b) the special privilege to connect to and use the Grease Trap; and
- (c) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect the Restaurant Lot to the Grease Trap; and
- (d) despite by-law 5.5 (“Parking”), the special privilege to park a vehicle on Common Property for the purposes of pumping out the Grease Trap.

23.4 Consents before exercising rights

Before you exercise your rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that the location of any pipes, wires, cables or ducts you propose to install will not interfere with Common Property services or with Shared Facilities.

23.5 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Grease Trap (but not structural maintenance, repairs or replacements); and
- (b) arrange for regular pump outs of the Grease Trap; and
- (c) ensure that the lid of the Grease Trap is properly fitted at all times; and
- (d) comply with the requirements of Government Agencies for grease traps; and

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- (e) maintain, repair and, where necessary, replace any pipes, wires, cables and ducts installed according to this Exclusive Use By-Law to connect the Restaurant Lot to the Grease Trap (whether or not you installed them); and
- (f) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law.

23.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) carry out structural maintenance, repairs and replacements of the Grease Trap; and
- (b) if the Restaurant Lot is not connected to or does not use the Grease Trap, maintain and repair the Grease Trap.

24 Special privilege to use area marked VP1

24.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of the Restaurant Lot and Lot 22. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

24.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of the Restaurant Lot and the Owner of Lot 22.

24.3 Special privilege rights

Subject to by-law 24.7 (“Termination of rights for Lot 22”), you jointly have a special privilege to use in common only with the physically and visually impaired for set down and pick-up the area marked VP1 hatched on the plan in schedule 2.

24.4 What are your obligations?

You must jointly:

- (a) ensure that the VPI area is only used for purposes associated with valet parking (ie set down and pick up of patrons of the restaurant conducted from the Restaurant Lot and Lot 22); and
- (b) ensure that the VPI area may not be used for standing or the parking of motor vehicles in the VPI area; and

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- (c) ensure the VPI area may not be used exclusively by you to the exclusion of the physically and visually impaired as a set-down and pick up area; and
- (d) operate, clean, maintain and repair the VPI area to the relevant Australian standard or to the requirements of Government Agencies if there is no standard; and
- (e) comply with the requirements of Government Agencies (including the conditions of any development consent applying to the area from time to time) about the use of the valet service area.

24.5 Costs

You must contribute towards your costs under this Exclusive Use By-Law proportionately according to the relative proportions of the unit entitlement for your Lot.

24.6 Owners Corporation's obligations

While this Exclusive Use By-Law is in force, the Owner's Corporation must not grant an exclusive use right, special privilege, lease or other right over the area marked VPI (despite by-law 16 ("Licences")).

24.7 Termination of rights for Lot 22

The exclusive use and special privilege rights under this Exclusive Use By-Law for Lot 22 terminate automatically in respect of Lot 22 if the same person is not the Owner of both Lots. In this event, the Owner of Lot 22 agrees to do all things reasonably required by the Owners Corporation or the Owner of the Restaurant Lot (including signing documents and voting in favour of motions) to amend this Exclusive Use By-Law so that it applies only to the Restaurant Lot.

25 Special privilege to erect signs

25.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of the Restaurant Lot. By-laws 4.3 ("Occupiers may exercise rights") to 4.7 ("Access to exclusive use areas") apply to this Exclusive Use By-Law.

25.2 Interpreting this by-law

In this Exclusive Use By-Law, "you" means the Owner of the Restaurant Lot.

25.3 Special privilege rights

Subject to by-law 25.4 ("Consents before exercising rights"), you have a special privilege to attach and install signs in Common Property as follows:

- (a) on or adjacent to the area marked VPI containing words to the effect:

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“Set down and pick up area only for restaurant patrons and physically or visually impaired”;

- (b) at the pylon on Pirrama Road forming part of Common Property containing words to the effect:

“Valet service for [Restaurant Name]”, as varied from time to time;
and

- (c) at the waterfront access control points, directional signage to the Restaurant Lot.

25.4 Consents before exercising rights

Before you exercise your special privileges under this Exclusive Use By-Law, you must obtain all necessary consents under the Strata Management Statement and, in particular, the provisions in the Building and Use Standards relating to signage and the signage guidelines.

25.5 What are your obligations?

You must, at your cost, maintain, repair and, where necessary, replace any signs installed according to this Exclusive Use By-Law (whether or not you installed them).

26 Exclusive use of Helio Screens

26.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 24, 52, 55, 58, 61, 64, 67, 70, 73, 77, 78, 82, 85, 88, 91, 94, 97, 100, 103 and 106. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

26.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 24, 52, 55, 58, 61, 64, 67, 70, 73, 77, 78, 82, 85, 88, 91, 94, 97, 100, 103 and 106.

26.3 Exclusive use rights

You have exclusive use of the Helio Screens in your Lot.

26.4 What are your obligations?

You must, at your cost:

- (a) properly maintain, repair and, where necessary, replace the Helio Screens of which you have exclusive use (whether or not you installed them); and
- (b) clean and keep clean the Helio Screens of which you have exclusive use; and

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- (c) comply with the reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this Exclusive Use By-Law.

26.5 Changing or replacing Helio Screens

These requirements apply if you propose to change, replace or relocate the Helio Screens in your Lot:

- (a) unless you have consent from the Owners Corporation, you must change or replace the Helio Screens with a helio screen of the same material, colour and style as the Helio Screens installed when the strata plan for Commercial North was registered; and
- (b) you must have consent from the Owners Corporation to move or relocate a Helio Screen.

26.6 Some prohibitions

You must not:

- (a) do anything which will or might interfere with the function, operation and use of the Helio Screens in your Lot; or
- (b) attach anything to the Helio Screens, paint the Helio Screens or otherwise interfere with the surfaces and finishes of the Helio Screens; or
- (c) remove the Helio Screens from your Lot unless you obtain approval from the Owners Corporation.

27 Exclusive use of Aluminium Operable Louvres

27.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 53, 54, 56, 57, 59, 60, 62, 63, 65, 66, 68, 69, 71, 72, 74, 75, 77, 78, 80, 81, 83, 84, 86, 87, 89, 90, 92, 93, 95, 96, 98, 99, 101, 102, 104 and 105. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

27.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 53, 54, 56, 57, 59, 60, 62, 63, 65, 66, 68, 69, 71, 72, 74, 75, 77, 78, 80, 81, 83, 84, 86, 87, 89, 90, 92, 93, 95, 96, 98, 99, 101, 102, 104 and 105.

27.3 Exclusive use rights

You have exclusive use of the Aluminium Operable Louvres in your Lot.

27.4 What are your obligations?

You must, at your cost:

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- (a) properly maintain, repair and, where necessary, replace the Aluminium Operable Louvres of which you have exclusive use (whether or not you installed them); and
- (b) clean and keep clean the Aluminium Operable Louvres of which you have exclusive use; and
- (c) comply with the reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this Exclusive Use By-Law.

27.5 Changing or replacing Aluminium Operable Louvres

These requirements apply if you propose to change, replace or relocate the Aluminium Operable Louvres in your Lot:

- (a) unless you have consent from the Owners Corporation, you must change or replace the Aluminium Operable Louvres with aluminium operable louvres of the same material, colour and style as the Aluminium Operable Louvres installed when the strata plan for Commercial North was registered; and
- (b) you must have consent from the Owners Corporation to move or relocate an Aluminium Operable Louvre.

27.6 Some prohibitions

You must not:

- (a) do anything which will or might interfere with the function, operation and use of the Aluminium Operable Louvres in your Lot; or
- (b) attach anything to the Aluminium Operable Louvres, paint the Aluminium Operable Louvres or otherwise interfere with the surfaces and finishes of the Aluminium Operable Louvres; or
- (c) remove the Aluminium Operable Louvres from your Lot unless you obtain approval from the Owners Corporation.

28 Exclusive use of the Service Conduits and the installation of Service Lines

28.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

28.2 Exclusive use and special privilege rights

You have:

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- (a) exclusive use of the Service Conduits in the Common Property floor of your Lot; and
- (b) the special privilege to install and maintain Service Lines in the Service Conduits in the floor of your Lot; and
- (c) the special privilege to make minor alterations to Common Property in order to install Service Lines in the Service Conduits in the floor of your Lot.

You do not need consent from the Owners Corporation or the Building Management Committee to exercise your rights under this Exclusive Use By-Law.

28.3 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Service Conduits in the floor of your Lot (but not structural maintenance, repairs or replacements); and
- (b) comply with the requirements of Government Agencies for service conduits; and
- (c) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law; and
- (d) maintain, repair and, where necessary, replace any Service Lines installed in the Service Conduit in the floor of your Lot (whether or not you installed them).

28.4 Obligations of the Owners Corporation

The Owners Corporation must, at its cost, carry out structural maintenance, structural repairs and, where necessary, replace the Service Conduits (but not Service Lines installed in a Service Conduit).

29 Rules

29.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Commercial North and, in particular, the use of Common Property.

29.2 Changing the Rules

The Owners Corporation may add to or change the Rules at any time.

29.3 What are your obligations?

You must comply with the Rules.

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29.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

29.5 Inconsistencies with the Strata Management Statement

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

29.6 Inconsistencies between a Rule and a lease

If a Rule is inconsistent with a lease with the Authority for a Lot or Common Property, the lease prevails to the extent of the inconsistency.

30 Agreement with the Building Manager

30.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Commercial North and for Jones Bay Wharf generally. The Owners Corporation may exercise its power under this by-law 30 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

30.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to the Building Manager.

30.3 Terms of the agreement

The terms of the agreements the Owners Corporation enters into under this by-law 30 must not exceed one year (or any other terms specified by law). If permitted by law, the agreements may have provisions about:

- (a) the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and
- (b) the rights of the Building Manager to assign the agreement; and
- (c) other provisions required by law.

30.4 Remuneration

The remuneration for the Building Manager is at the discretion of the Owners Corporation.

30.5 Duties

The duties of the Building Manager may include:

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- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property; and
- (c) providing services to the Owners Corporation, Owners and Occupiers; and
- (d) supervising employees and contractors of the Owners Corporation; and
- (e) supervising Commercial North generally; and
- (f) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Commercial North.

30.6 Building manager appointed by the Building Management Committee

The Owners Corporation must not appoint the Building Manager to perform functions which are (or will be) performed by the building manager appointed by the Building Management Committee.

30.7 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation in its capacity as a member of the Building Management Committee and a building manager are in the Strata Management Statement.

31 How are consents given?

31.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation at a general meeting or the Executive Committee at a meeting of the Executive Committee.

31.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

31.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

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32 Failure to comply with by-laws

32.1 Rights of the Owners Corporation

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation acting reasonably, have not done properly.

32.2 Notice

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

32.3 Debts

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

33 Applications and complaints

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

34 Interpretation

34.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Aluminium Operable Louvres means the operable louvres located on the Terraces of Lots 53, 54, 56, 57, 59, 60, 62, 63, 65, 66, 68, 69, 71, 72, 74, 75, 77, 78, 80, 81, 83, 84, 86, 87, 89, 90, 92, 93, 95, 96, 98, 99, 101, 102, 104 and 105. They include all working parts of the operable louvres.

Area A means the area marked A on the Location Plan.

Authority means the lessor (as that term is defined in Development Act) from time to time for Lots and Common Property. Where appropriate in the context, “**Authority**” also includes agents, employees, invitees and licensees of the Authority.

Bike Racks has the same meaning as it does in the Strata Management Statement.

Building and Use Standards means the building and use standards in schedule 4 of the Strata Management Statement.

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Building Management Committee means the committee established under the Strata Management Statement and the Development Act to administer Jones Bay Wharf.

Building Manager means the building manager appointed by the Owners Corporation under by-law 30 ("Agreement with Building Manager") in its capacity as an owners corporation.

Business Uses means commercial offices, showrooms, warehouses, maritime business uses (including brokerage, chandlery, shore facilities and uses supporting charter vessel operations), ancillary retail, cafes and restaurants and other uses permitted by relevant Government Agencies from time to time.

Commercial Berthing Facility means lot 3 in DPI050360 (and any Strata Scheme into which it is subdivided).

Commercial North means strata scheme no. 69950.

Common Property means common property in Commercial North and personal property of the Owners Corporation.

Conservation Management Plan means the conservation management plan in schedule 5 of the Strata Management Statement.

Developer means Jones Bay Wharf Pty Limited (ABN 82 092 260 743).

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

Development Deed means the deed between the Owners Corporation and the Developer according to by-law 14 ("Development Deed").

Equipment means remote condenser equipment and motors which provide condenser air for refrigeration or airconditioning (or both) to the Restaurant Lot.

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 Management Act.

Executive Committee means the executive committee of the Owners Corporation.

Gantry means each of the Heritage Item movable gantries located on Common Property which are of heritage significance and subject to the Conservation Management Plan.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or stated owned corporation.

Grease Trap means the Common Property grease trap located between Grids 34 and 35 and at Grid F which services (or may service) the Restaurant Lot. The Grease Trap includes the lid of the Grease Trap and all Common

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Property pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump out of the Grease Trap.

Grid, in relation to Commercial North, means grid references 20 to 39 running from south to north and grid references A to K running from east to west as shown on the Location Plan.

Helio Screens means:

- (a) in respect of Lots 52, 55, 58, 61, 64, 67, 70, 73, 77, 78, 82, 85, 88, 91, 94, 97, 100, 103 and 106, the helio screens (and all working parts of them) located on the Terraces of those Lots; and
- (b) in respect of Lot 24, the blind (and all working parts of it) located on the western Terrace of that Lot and the motorised awning (and all working parts of it) located on the northern Terrace of that Lot.

Heritage Items has the same meaning as it does in the Strata Management Statement.

Jones Bay Wharf means the land and improvements in Commercial North, strata scheme nos 69951 and 70641, the Private Berthing Facility and the Commercial Berthing Facility.

Kitchen Exhaust means the Common Property kitchen exhaust which services (or may service) the Restaurant Lot. The Kitchen Exhaust includes all Common Property pipes, ducts, vents, fans, filters and other services associated with the use, operation, maintenance, repair, cleaning and inspection of the Kitchen Exhaust.

Location Plan means the location plan in schedule 1.

Lot means a lot in Commercial North, including the Restaurant Lot and any carspace or utility lots.

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

Management Plans means:

- (a) the Conservation Management Plan; and
- (b) the structure maintenance and management plan in schedule 6 of the Strata Management Statement; and
- (c) the environment management plan in schedule 7 of the Strata Management Statement.

Management Strategies means the management strategies adopted by the Building Management Committee according to the Strata Management Statement.

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

Owner means, if a leasehold interest exists in respect of a Lot:

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- (a) the lessee (as that term is defined in the Development Act) for the time being of a leasehold interest in the Lot; and
- (b) if a Lot is subdivided or resubdivided, the lessees (as that term is defined in the Development Act) for the time being of a leasehold interest in the new Lots; and
- (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.

If no leasehold interest exists in respect of a Lot, Owner means the proprietor (as that term is defined in the Development Act) or mortgagee in possession of the Lot.

Owners Corporation means The Owners - Strata Plan No. 69950.

Private Berthing Facility means strata scheme no. 70640

Public Access Areas means those parts of Common Property and other areas in Jones Bay Wharf which are burdened by the easements numbered 6 and 7 in DP 1050360.

Restaurant Lot means Lot 24 in Commercial North.

Rules means rules made by the Owners Corporation according to by-law 29 ("Rules").

Security Key means a key, magnetic card or other device or information used in Jones Bay Wharf to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Service Conduits means the Common Property conduits located in the floor of a Lot.

Service Lines means cables, wires and ducts for the transmission of electricity or electronic data.

Shared Facility has the same meaning as it does in the Strata Management Statement.

Strata Management Statement means the strata management statement registered with the strata plan for Commercial North (or the strata plan for another Strata Scheme) containing the rights and obligations of the Owners Corporation and the other members of the Building Management Committee in relation to issues affecting Jones Bay Wharf.

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

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Strata Scheme means a lot in Jones Bay Wharf which has been subdivided by a strata plan.

Stratum Lot means a lot in Jones Bay Wharf which has not been subdivided by a strata plan.

Terrace includes any terrace or balcony for a Lot shown on the strata plan for Commercial North.

34.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Statement)** the Management Statement includes the Management Plans, Management Strategies and Building and Use Standards; and
- (b) **(Management Act)** words that this by-law 34 does not explain have the same meaning as they do in the Management Act or the Development Act; and
- (c) **(you)** the word “you” means an Owner and an Occupier; and
- (d) **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Commercial North; and
- (e) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (f) **(variations or replacements)** a document (including the by-laws) includes any variation or replacement of it; and
- (g) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (h) **(person)** the word “person” includes an individual, a firm, a body corporate, an incorporated association or an authority; and
- (i) **(executors and administrators)** a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (j) **(singular includes plural)** the singular includes the plural and vice versa; and
- (k) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

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34.3 Headings

Headings do not affect the interpretation of the by-laws.

34.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

34.5 Rights and remedies

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

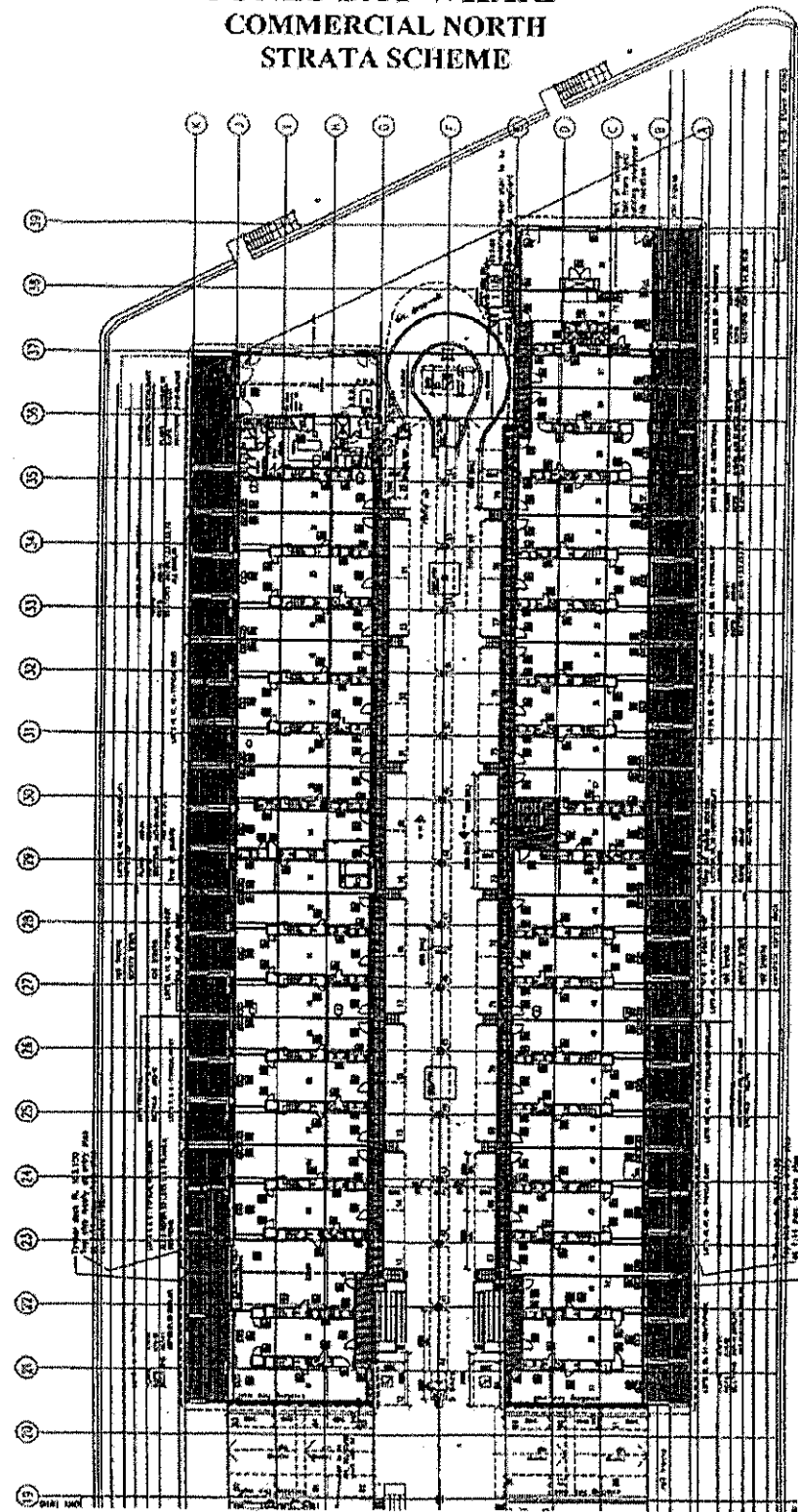
By-laws for Commercial North at Jones Bay Wharf

Schedule 1 - Location Plan

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JONES BAY WHARF
COMMERCIAL NORTH
STRATA SCHEME

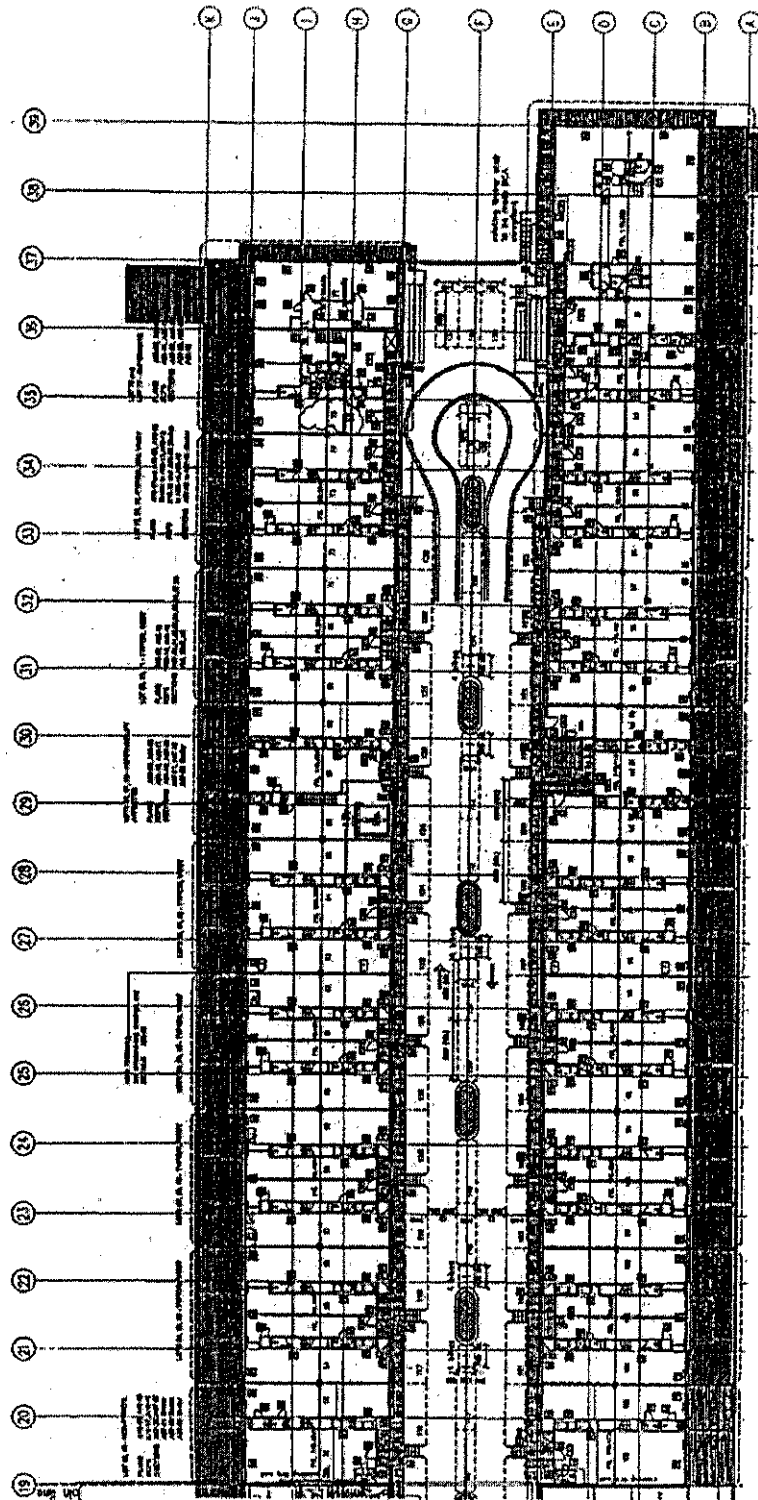


GENERAL ARRANGEMENTS - LOWER DECK

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Phone: 9929 6233 Fax: 9929 7727

SP69950

JONES BAY WHARF COMMERCIAL NORTH STRATA SCHEME



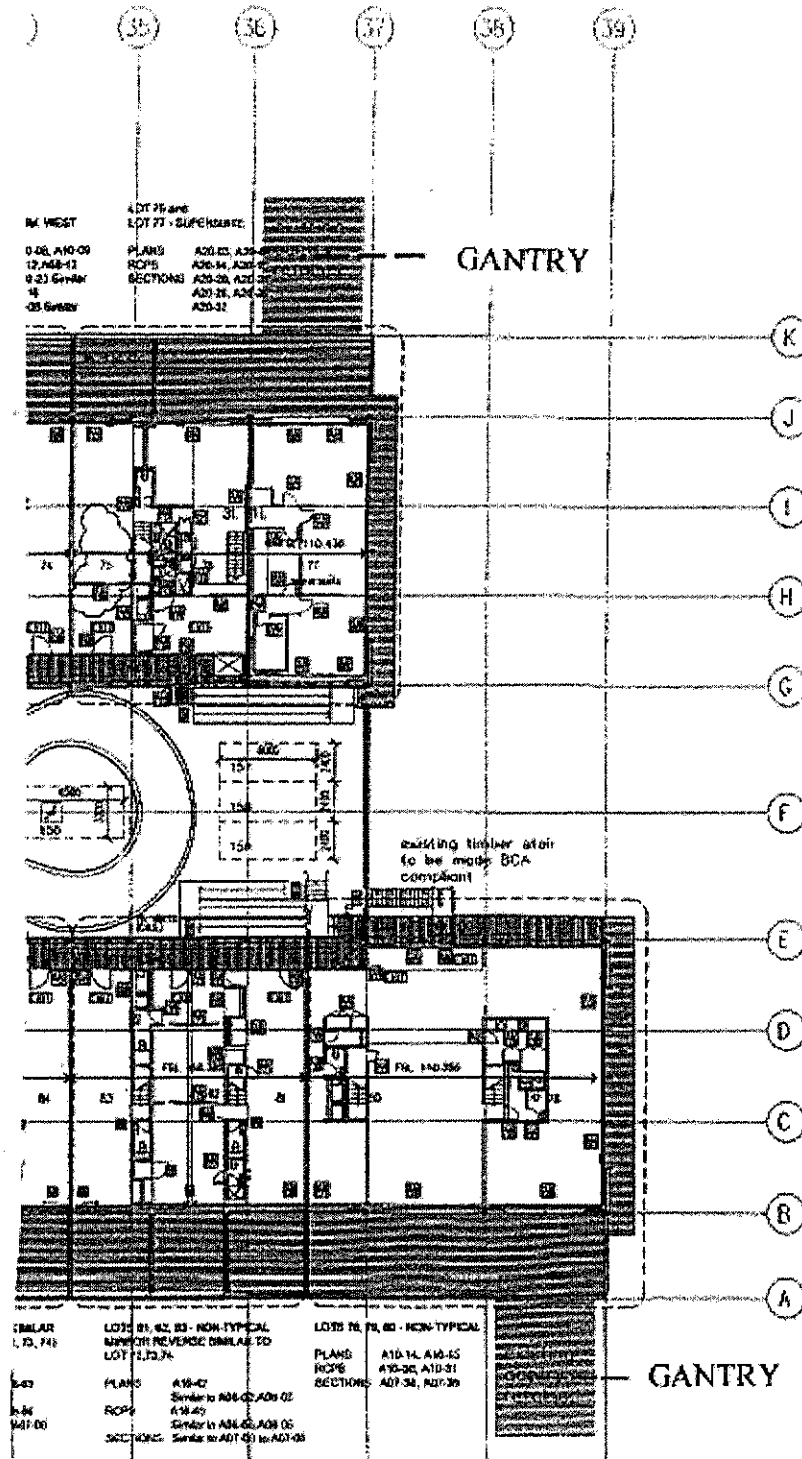
GENERAL ARRANGEMENTS - UPPER DECK

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JONES BAY WHARF COMMERCIAL NORTH STRATA SCHEME

BY-LAW 20



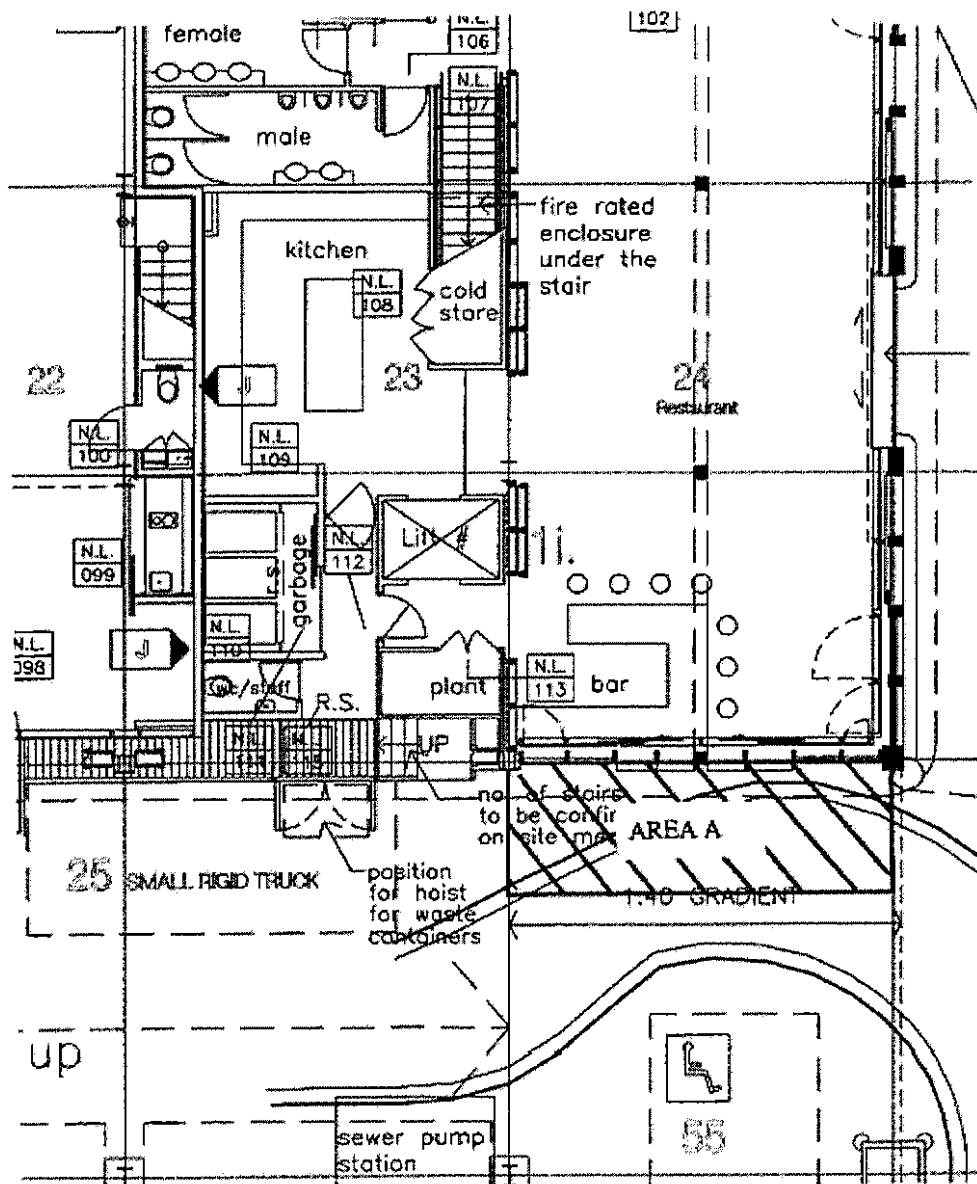
<p>LOT 71, 72, 73</p> <p>PLANS: A18-02 RCP: A18-03 SECTIONS: Similar to A18-01 to A18-05</p>	<p>LOTS 81, 82, 83 - NON-TYPICAL SIMILAR TO LOT 71, 72, 73</p> <p>PLANS: A19-02 RCP: Similar to A19-01 to A19-05 SECTIONS: Similar to A19-01 to A19-05</p>	<p>LOTS 91, 92, 93 - NON-TYPICAL</p> <p>PLANS: A19-04, A19-05 RCP: A19-06, A19-07 SECTIONS: A19-08, A19-09</p>
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**JONES BAY WHARF
COMMERCIAL NORTH
STRATA SCHEME**

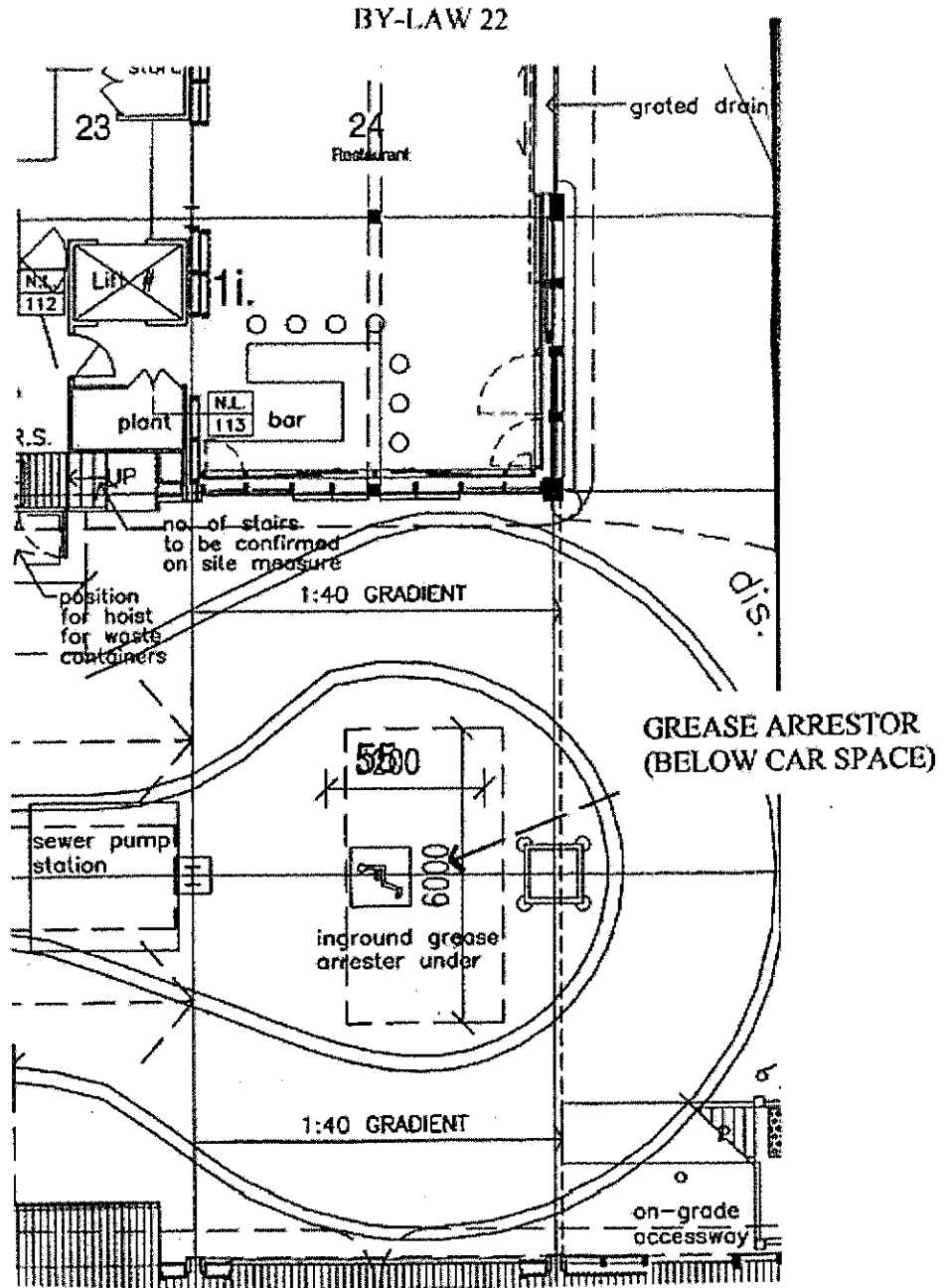
BY-LAW 22
AREA A
[SITUATED 2 METRES BELOW UNDERSIDE OF UPPER ROADWAY,
EXCLUDING EXISTING SERVICES AND STRUCTURES]



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JONES BAY WHARF COMMERCIAL NORTH STRATA SCHEME

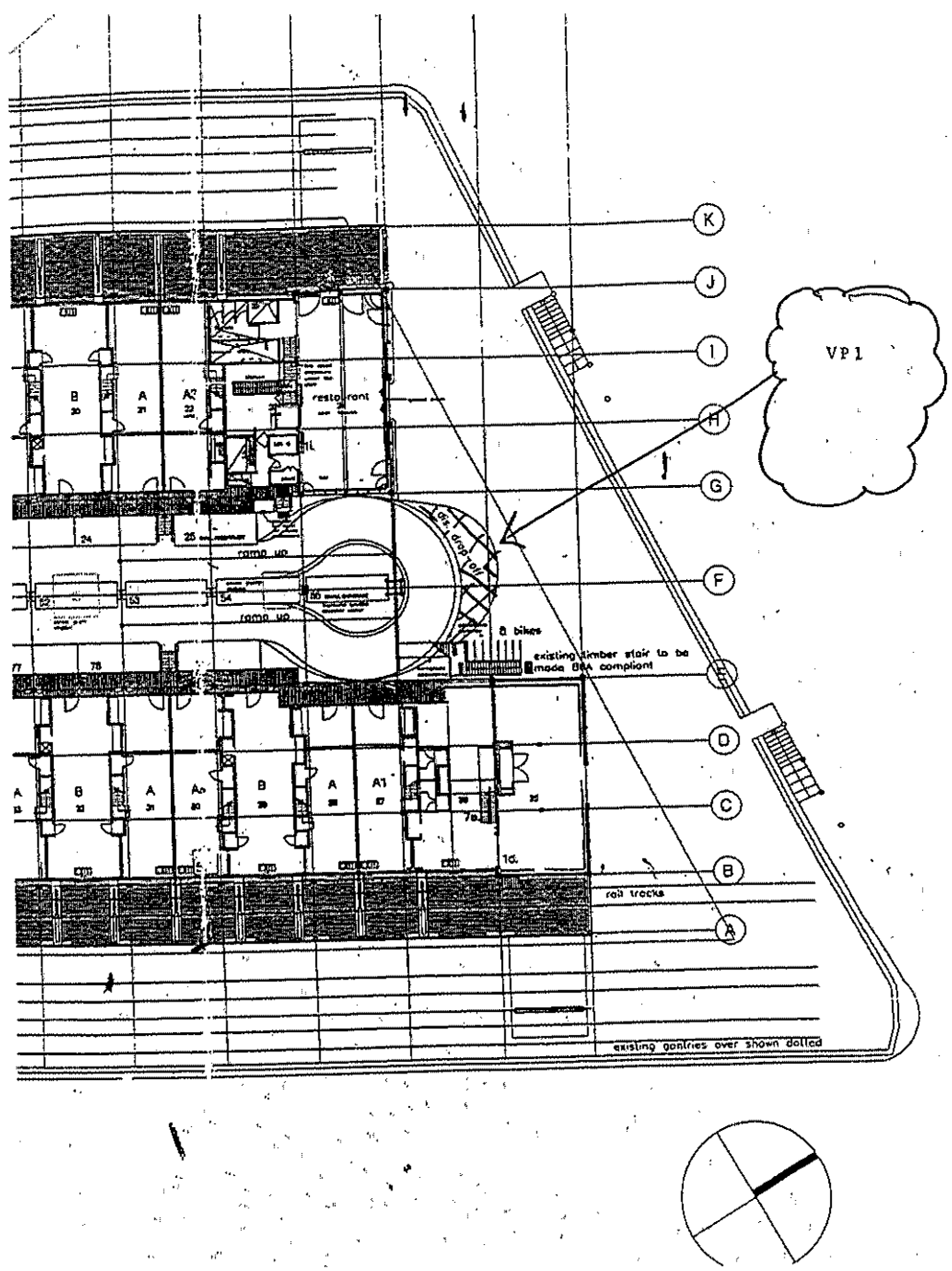


FRANK M MASON & CO PTY LTD
Phone: 9929 6233 Fax: 9929 7727

By-laws for Commercial North at Jones Bay Wharf

Schedule 2 - Location of VP1

SP69950




By-laws for Commercial North at Jones Bay Wharf

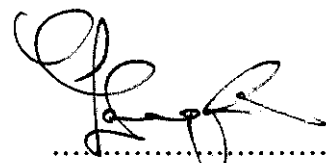
Signing page

SP69950

DATED: 22/9/03

Signed by **RON BATEMAN** 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
GEORGE CHRIS PANAGOULIS

REGISTERED  *MS* 10.10.2003

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 21/10/2020 10:08
Order No. 64722732
Certificate No: 99057746
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AA23989
Available: Y
Size (KB): 937
Number of Pages: 30
Scan Date and Time: 16/10/2003 14:44

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Form: 07L
Licence: 01-06-068
Licensee: Mallesons Stephen Jaques

LEASE
New South Wales
Real Property Act 1900



AA23989K

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only	NEW SOUTH WALES DUTY
	18-08-2003 0001555764-001
	SECTION 171(1)
	DUTY \$ *****2.00

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises
CP/SP 69950

("Premises")

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
41J	Mallesons Stephen Jaques DX 113 Sydney T +61 2 9296 2000 Reference (optional) : 02-5083-4730 MGA:CAL	L

(C) LANDLORD (LESSOR)

Sydney Harbour Foreshore Authority

("Landlord")

(D) The Landlord (Lessor) leases the Premises to the Tenant (Lessee) subject to the following
ENCUMBRANCES (if applicable): 1. _____ 2. _____ 3. _____

(E) TENANT (LESSEE)

The Owners - Strata Plan No. 69950

TENANCY: _____ ("Tenant")

- (G)**
1. **TERM:** 99 years
 2. **COMMENCEMENT DATE:** See Annexure A ("Commencement Date")
 3. **EXPIRY DATE:** See Annexure A ("Expiry Date")
 4. With an **OPTION TO RENEW** for a period of N/A set out in N/A
 5. With an **OPTION TO PURCHASE** set out in N/A
 6. Together with and reserving the **RIGHTS** set out in Annexure B
 7. Incorporates the provisions or additional material set out in the **SCHEDULE** N/A
 8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. N/A
 9. The **RENT** is set out in clause No. 2 of Annexure B

FOR CERTIFICATION, DATE AND EXECUTION SEE SCHEDULE

MALLESONS STEPHEN JAQUES

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

(H) STATUTORY DECLARATION

I, _____
solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
2. The tenant (Lessor) under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at SEE ANNEXURE C in the State of New South Wales
on SEE ANNEXURE C in the presence of—

Signature of witness:

Signature of landlord (Lessor):

Name of witness: SEE ANNEXURE C

Address of witness: SEE ANNEXURE C

Qualification of witness: SEE ANNEXURE C

Annexure A to Lease

Parties: Sydney Harbour Foreshore Authority (Landlord) to The
Owners - Strata Plan No. 69950 (Tenant)

Dated: 12 August 2003

Commencement Date: Date of registration of Strata Plan No. 69950

10 OCT 2003

Expiry Date: 99 years (less one day) after the Commencement Date

Annexure B to Lease

Parties: Sydney Harbour Foreshore Authority (Landlord) to The
Owners - Strata Plan No. 69950 (Tenant)

Dated: 12 August 2003

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1 Interpretation

1.1 Definitions

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

Adjustment Event means an adjustment event as defined in the GST Act.

Adjustment Note means an adjustment note complying with the requirements of the GST Act.

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 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.

Authority 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.

BBSW Rate and means the average mid rate for bills which have a tenor of 90 days which average rate is displayed on the page of the Reuters Monitor System designated "BBSW" on the day on which 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 due 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 on which banks in New South Wales are open for general banking (not being 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 and referred to on the coversheet of this lease as the "Premises".

Conservation Management Plan means the conservation management plan in schedule 5 of the Strata Management Statement.

Contamination means the presence in, on or under the Parcel or the Land 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).

Encumbrance means any:

- (a) bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power as or in effect as security for the payment of a monetary obligation or the observance of any other obligation; or
- (b) notice under section 218 or section 255 of the *Income Tax Assessment Act 1936* (Cwlth), or under section 74 of the *Sales Tax Assessment Act 1992* (Cwlth); or
- (c) profit a prendre, easement, public right of way or restrictive or positive covenant; or
- (d) equity, interest, garnishee order or writ of execution; or
- (e) lease, licence to use or occupy, possession adverse to the Landlord, permit or authority; or
- (f) right of set-off, assignment of income or monetary claim,

or any agreement to create any of them or allow them to exist.

Environment includes all aspects of the surroundings of human beings.

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

Expiry Date is defined on the coversheet of this lease.

GST means a tax, levy or duty, charge or deduction, together with any related additional tax, interest, penalty or fine or other charge, imposed under the GST Act or in respect of GST.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

Input Tax Credit means an input tax credit as defined in the GST Act.

Jones Bay Wharf means the land and improvements in the Strata Scheme, strata scheme nos 69951, 70640 and 70641 and lot 3 in DP1050360 (and any lots or strata schemes into which it is subdivided).

Land means lot 1 in DP1050360 (or former lot 1 in DP1050360).

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.

Law means:

- (a) the common law; and
- (b) the requirements of all statutes, rules, regulations, proclamations, ordinances, by-laws or consents issued by Authorities

present or future.

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

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 - Strata Plan No. 69950.

Parcel means the Common Property and the Lots.

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

Public Access Areas means the areas in Jones Bay Wharf, including parts of Common Property, which are available for public access according to the easements numbered 6 and 8 registered with DP1050360.

Rates, Taxes and Levies means all rates, taxes, assessments, charges, duties and fees imposed by any Authority and levies imposed under the Strata Management Statement or 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 Authority.

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 Management Statement means the strata management statement affecting the Parcel.

Strata Plan means leasehold strata plan no. 69950.

Strata Scheme means leasehold strata scheme no. 69950.

Tax Invoice means a tax invoice complying with the requirements of the GST Act and the *A New Tax System (Goods and Services Tax) Regulations 1999* (Cwlth).

Tenant is defined on the coversheet 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, 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 is defined on the coversheet of 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; and
- (b) **(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; and

- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or an Authority; and
- (e) **(executors, administrators, successors)** to a particular person includes the person’s executors administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (f) **(joint and several)** an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally; and
- (g) **(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; and
- (h) **(any thing)** any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (j) **(clauses, annexures and schedules)** to a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this lease; and
- (k) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words or limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including these 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

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.

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.

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 an authority

If the Landlord is an Authority nothing in this lease operates to restrict or otherwise affect the Landlord's statutory discretion in exercising its powers as a statutory authority and 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.

1.9 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 clause 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 1.9.

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 Authority for the supply of any Service separately supplied to the Common Property.

3 Use of the Common Property

3.1 Tenant to comply with laws

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
- (b) the Tenant's Property; and
- (c) the use and 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 (including carrying out work of a structural nature).

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 as common property in a strata scheme and appropriate ancillary uses and 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 Authority under any Laws or Requirements is required for the use permitted under clause 3.3 ("Use"), the Tenant must obtain that consent or approval at its own expense and may not by any act or omission cause such consent or 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 SREP26

The Tenant cannot during the Term require the Landlord to acquire the Tenant's interest in any part of the Land pursuant to clause 54 of the Sydney Regional Environment Protection Plan No. 26 or otherwise.

3.9 Securing of the Common Property

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 Common Property or in respect of any unauthorised entry to or misdemeanour within the Common Property.

3.10 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 Common Property or this lease including any interruption or failure caused or contributed to by the negligent omission of the Landlord or the Landlord's officers, servants, agents or contractors (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).

3.11 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.

3.12 Condition and use of Common Property

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 Common Property; and
- (b) accepts the Common Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation.

3.13 No objections

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 3.12 ("Condition and use of Common Property"); or
- (b) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Common Property during the Term; or
- (c) the presence in or on the Parcel or Land of Contamination; or
- (d) the condition, performance or existence or non-existence of Services.

3.14 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 Common Property as if the Tenant is the registered proprietor of the Common Property.

4 Maintenance, repair and alterations

4.1 Maintenance and repair

The Tenant must keep the Common Property in good and serviceable repair in accordance with the By-Laws and the Strata Management Statement.

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 Alterations and additions

The Tenant is subject to and must comply with any requirements, restrictions and prohibitions set out in the Management Act, the By-Laws and Strata Management Statement in relation to alterations or additions to the Common Property.

4.4 Approval for structural works

Works to the Common Property of a structural nature may only be carried out according to the Strata Management Statement. The Tenant must comply with all requirements and obligations in respect of structural works to the Common Property, including obtaining the Landlord's approval.

4.5 Pylon work

Any works on the Common Property involving or which may involve installation of piles, pylons, structures or materials coming in contact with the water or bed of the Port of Sydney is regulated under the Strata Management Statement. The Tenant must comply with all requirements and regulations regarding such works (including obtaining the Landlord's approval to these works).

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 ("Right to enter Common Property"), 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 and Jones 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; and
- (f) the Parcel is adjacent to a declared naval waters zone under the *Naval Waters Act 1918* (Cwlth) and the Commonwealth of Australia has right the to control this naval water zone according to that Act, including:
 - (i) removing anything that is an obstruction to, or impedes the approaches to, the naval waters zone; and
 - (ii) giving directions as to the mooring, anchoring, placing, unmooring or removal of a vessel from the naval waters zone; and
 - (iii) making regulations for the purpose of carrying out and giving effect to the control of naval waters (eg prohibiting or restricting entry of vessels or persons in the interests of public safety, protecting the safety of property or the defence of the Commonwealth of Australia, prohibiting vessels to loiter or anchor within a certain distance of the naval water zone without permission and restricting the lengths of vessels that may enter the naval waters zone).

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 or naval water zones as set out in clause 5.2 ("Surrounding noise and activities").

5.4 Right to enter Common Property

The parties acknowledge that it is not the intention of clause 5.2(e) ("Surrounding noise and activities") that any person other than persons permitted or authorised under this lease, any Laws or rights of way to enter the Common Property.

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 Common Property.

6 Insurance

6.1 Building insurance

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

6.2 Legal liability insurance

The Tenant must comply with section 87 of the Management Act and must ensure that the policy effected under that section indemnifies the Tenant and the Landlord in respect of all its liabilities under this clause 6 and clause 8 ("Release and indemnity").

6.3 Amount of legal liability insurance

The policy effected by the Tenant under section 87(1)(b) of the Management Act must be for an amount of not less than \$100 million for any one occurrence or for any other amount which the Landlord from time to time reasonably prescribes.

6.4 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) 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.

6.5 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.

6.6 Insurance not to be avoided

Neither party must do or 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.

6.7 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 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 and the Strata Management Statement.

7.2 Notice to carry out work

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.

7.3 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).

7.4 Nature of rights

The exercise of the Landlord's rights under clauses 7.1 ("Inspection") or 7.3 ("How often may Landlord exercise rights?") is not a breach of clause 5.1 ("Tenant's quiet enjoyment").

7.5 Landlord not liable

The Tenant agrees that the Landlord is not liable for and releases the Landlord from liability or loss arising from, and costs, charges and expenses incurred in connection with anything which the Landlord is permitted to do under this clause 7 except to the extent of any liability, loss, cost, charge or expense caused by the negligent or wilful act or omission of the Landlord.

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.

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 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.

8.5 Continuation of liability

The obligations of the Tenant under clause 6 ("Insurance") and this clause 8 continue after the expiration or sooner determination of this lease in respect of any act, deed, matter or thing happening before the expiration or determination.

9 Transfer

9.1 Transfer to Waterways Authority

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

9.2 Other transfers

In addition to the transfer contemplated in clause 9.1 ("Transfer to Waterways Authority"), the Landlord may, at any time during the Term, transfer the Land and transfer or assign its interests in this lease to any person provided that the transferee or assignee:

- (a) has the necessary powers to enable it to perform the Landlord's obligations under this lease; and
- (b) has title to the Land at the time of, or as a consequence of, the transfer or the assignment.

9.3 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.

9.4 Obligations of the Tenant

When the Tenant is notified of a transfer under clause 9.3(a) ("Change of Landlord"), the Tenant must:

- (a) in order to discharge its obligations under clause 6.4(a) ("Policies"), notify its insurer that the transfer has occurred; and
- (b) immediately notify each Proprietor of the transfer at the address of the Proprietor recorded in the strata roll kept by the Tenant according to Division 1 Part 5 of the Management Act.

9.5 Right to deal with the Land

The Landlord may:

- (a) grant easements for services, support, drainage or other rights over the Land provided the easements or rights would not have a material adverse affect on the use of the Common Property; and
- (b) otherwise create or allow to exist an Encumbrance over the Land but not the Tenant's leasehold interest in the Common Property provided that any such Encumbrance must have no material adverse effect on the ability of the Tenant to comply with its obligations under this lease.

10 By-Laws, Lot leases and Strata Management Statement

10.1 Tenant's obligations

The Tenant must comply with the Strata Management Statement and the By-Laws and must not do anything to prevent:

- (a) compliance by a Proprietor or an Occupier with the Strata Management Statement and the By-Laws; or
- (b) the exercise by the Landlord of the Landlord's rights under the Strata Management Statement.

10.2 Landlord's obligations

The Landlord must comply with the Strata Management Statement.

10.3 Obligations for Proprietors and Occupiers

The Tenant must use all reasonable endeavours to ensure that the Proprietors and Occupiers of the Lots comply with the leases for the Lots, the By-Laws and the Strata Management Statement.

10.4 Amending By-Laws

The Tenant must not amend the By-Laws without the Landlord's written approval (which may not be unreasonably withheld).

10.5 Complying with By-Laws and the Strata Management Statement

In addition to its other obligations under this lease, the Tenant must:

- (a) comply with the By-Laws and the Strata Management Statement; and
- (b) comply with any building and use standards in the Strata Management Statement; and
- (c) comply with the Conservation Management Plan; and
- (d) comply with any structure maintenance and management plan in the Strata Management Statement; and
- (e) comply with any environment management plan in the Strata Management Statement; and
- (f) obtain all necessary consents under the By-Laws and the Strata Management Statement before carrying out works or doing anything else for which consent is required under the By-laws or the Strata Management Statement; and
- (g) comply with any other obligations imposed on the Tenant from time to time.

11 Public Access Areas

11.1 Use

The Public Access Areas are, subject to the easements registered with DP1050360, available for 24 hour use by:

- (a) members of the building management committee for Jones Bay Wharf; and
- (b) lessees and occupiers of lots in Jones Bay Wharf; and
- (c) members of the public.

11.2 Obligations under the Strata Management Statement

Under the Strata Management Statement, the building management committee for Jones Bay Wharf must:

- (a) ensure that the public has 24 hour pedestrian and bicycle access to the Public Access Areas according to the easements registered with DP1050360; and
- (b) not permit vehicular access to (or the parking of vehicles on) the Public Access Areas other than for emergencies, wharf maintenance and the loading, unloading and servicing of vessels in strata scheme no. 70640 or lot 3 in DP1050360 (and any lots into which it is subdivided).

11.3 Obligations of the Tenant

The Tenant must comply with any easements registered over Common Property that regulate the Public Access Areas.

11.4 Access

The Tenant acknowledges that, at the Commencement Date, the Public Access Areas are available for use other than that part of the Public Access Areas located in lot 22 in strata plan no. 69951 and lot 13 in DP883135. The arrangements for those parts of the Public Access Areas are dealt with in the easements registered with DP1050360.

12 Tenant's additional obligations

12.1 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.

12.2 Landlords 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 Jones Bay Wharf or damaged; and
- (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.

12.3 Conservation management

The Tenant must:

- (a) efficiently manage the Strata Scheme in accordance with industry best practices and the policies of the Conservation Management Plan; and
- (b) employ appropriately qualified and skilled personnel or agents to manage the Strata Scheme.

12.4 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 Variation of lease

13.1 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.

13.2 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.

13.3 Giving effect to variations

If it becomes necessary at any time to do anything to give further or better effect to a variation made under this clause 13, 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.

14 Yielding up

14.1 Tenant's obligations

The Tenant, on the expiry or termination of this lease, must surrender peaceably and yield up the Common Property to the Landlord:

- (a) clean and free from rubbish; and

(b) in a state of repair, order and condition
consistent with full compliance with the Tenant's Covenants.

14.2 Removal of Tenant's Fixtures and Tenant's Property

The Tenant:

- (a) may, at or prior to the expiry or termination of this lease; and
- (b) must, if required by the Landlord at or immediately following the expiry or earlier termination of this lease

remove from the Common Property all the Tenant's Fixtures and Tenant's Property and must:

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

14.3 Tenant's Fixtures and Tenant's Property not removed

The Landlord, to the extent that the Tenant does not comply with clause 14.2 ("Removal of Tenant's Fixtures and Tenant's Property"), may remove and dispose of any items not removed by the Tenant as if those items were the property of the Landlord.

14.4 Indemnity

The Tenant indemnifies the Landlord for any damage, expense, loss or liability suffered or incurred by the Landlord under clause 14.3 ("Tenant's Fixtures and Tenant's Property not removed").

15 Goods and Services Tax

15.1 Obligations of parties

If GST is imposed under the GST Act on any supply made under this lease (including, without limitation, the supply of the right to occupy the Common Property and the supply of any other right, goods, services, benefits, or other things), the supplier may, subject to issuing a Tax Invoice, recover from the recipient of the supply an amount on account of GST, such amount to be in addition to any other amount or consideration (including outgoings incurred by the Landlord in connection with the Common Property) payable under this lease and to be calculated by multiplying any amount payable and the value of any other consideration provided to the recipient of the supply for the relevant taxable supply by the prevailing GST rate (subject to clause 15.3 ("Tax Invoices")). This clause does not apply to a supply for which the consideration is inclusive of GST.

15.2 GST in addition to outgoings

Where the amount or part of an amount on account of GST is to be in addition to the Tenant's contribution to outgoings incurred by the Landlord in connection with the Common Property, the amount, or part of an amount, on account of GST is to equal the amount of GST charged to the Landlord by any person in respect of goods, services, or other things acquired by or paid for in connection with the Common Property or in connection with this lease for which an Input Tax Credit cannot be claimed by the Landlord.

15.3 Tax Invoices

The recipient of the supply must pay to the supplier, within 7 days of receipt of a Tax Invoice in respect of a supply, an amount equal to the amount on account of GST.

15.4 Adjustment Notices

If for any reason the amount recovered by the supplier from the recipient of the supply under clauses 15.2 ("GST in addition to outgoings") or 15.3 ("Tax Invoices") differs from the amount of GST lawfully imposed on the supply then the supplier shall issue an Adjustment Note to the recipient of the supply within 14 days of the date of the Adjustment Event and shall be entitled to recover the difference from, or shall be liable to pay the difference to, as the case may be, the recipient of the supply.

16 General

16.1 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.

16.2 Nature of relationship between 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.

16.3 Waiver

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.

16.4 Varying and waiving rights

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.

16.5 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, power, privilege, authority or remedy of the Landlord in respect of this lease if ordered by any Authority or court or determined pursuant to the Strata Management Statement.

16.6 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.

16.7 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.

16.8 Consents

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

16.9 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.

16.10 Easements

The Tenant acknowledges that at the date of this lease there may not have been established all the rights which may be required for the general good management of the Parcel, and in particular:

- (a) all easements and restrictions on use and positive covenants in relation to the Parcel; and
- (b) all the agreements and arrangements in relation to the Parcel; and

- (c) all the rights and privileges in relation to the Parcel; and
- (d) all necessary dedications of land.

16.11 No objection to easements

The Tenant must not object to the establishment of any rights referred to in clause 16.10 ("Easements") unless the establishment of that right would substantially lessen the enjoyment of rights conferred on the Tenant by this lease, and must consent to and sign any documents which may be necessary to give effect to them.

16.12 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.

16.13 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.

16.14 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.

16.15 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.

16.16 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.

16.17 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.

16.18 Notices

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 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.

16.19 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.

16.20 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.

16.21 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.

17 Disputes

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

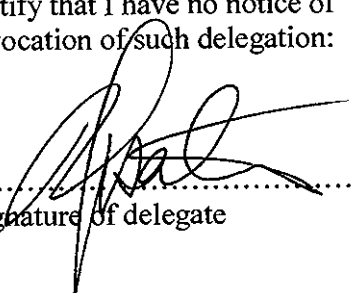
Annexure C to Lease

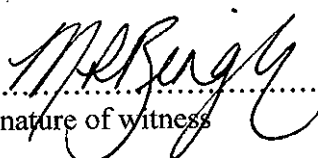
Parties: Sydney Harbour Foreshore Authority (Landlord) to The
Owners - Strata Plan No. 69950 (Tenant)

Dated: 12 August 2003

Signed on behalf of the Landlord

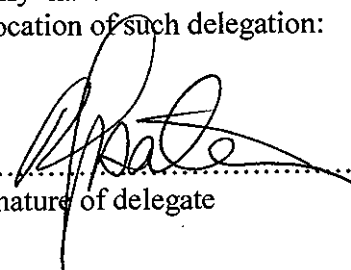
Signed by **RON BATEMAN** for and
on behalf of the **SYDNEY HARBOUR
FORESHORE AUTHORITY** under
delegated authority and without
assuming personal liability and I hereby
certify that I have no notice of
revocation of such delegation:

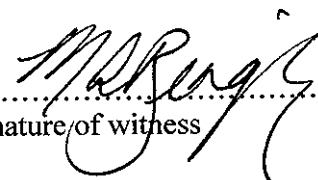

.....
Signature of delegate


.....
Signature of witness

Signed on behalf of the Tenant

Signed by **RON BATEMAN** 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

SAIGLOBAL PROPERTY
3/355 Spencer St
WEST MELBOURNE VIC 3003

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	SAIGLOBAL PROPERTY
Your reference:	64691408:99015464
Address of property:	30-32 Pirrama Road , PYRMONT NSW 2009
Owner:	THE OWNERS - STRATA PLAN NO 69950
Description of land:	Lot 1 DP 1050360, Lots 1-282 SP 69950
Certificate No.:	2020306571
Certificate Date:	20/10/20
Receipt No:	0161939
Fee:	\$53.00
Paid:	20/10/20

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B3 Commercial Core (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a wide range of retail, business, office, entertainment, community and other suitable land uses that serve the needs of the local and wider community.
- To encourage appropriate employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To promote uses with active street frontages.

2 Permitted without consent

Nil

3 Permitted with consent

Backpackers' accommodation; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Horticulture; Hotel or motel accommodation; Information and education facilities; Light industries; Medical centres; Passenger transport facilities; Recreation facilities(indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Warehouse and distribution; centres Waste or resource transfer stations; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Freight transport facilities; Forestry; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Home industries; Home occupations; Home occupations (sex services); Industrial retail outlets; Industries; Jetties; Mortuaries; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Residential accommodation; Rural industries; Sex services premises; Sewerage systems; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005) – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

HERITAGE

Item of Environmental Heritage

(Sydney Local Environmental Plan 2012)

This property has been listed as an Item of Environmental Heritage

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is

designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the General Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the General Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Subdivisions Code

Complying development under the Subdivisions Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Demolition Code

Complying development under the Demolition Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

<ul style="list-style-type: none"> ▪ Central Sydney Development Contributions Plan 2013 – in operation 9th July 2013 	NO
<ul style="list-style-type: none"> ▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 	YES
<ul style="list-style-type: none"> ▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 	NO

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1)The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer

City of Sydney

G.P.O. Box 1591

Sydney NSW 2000

End of Document

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 23/10/2020 13:17
Order No. 64773299
Certificate No: 99126086
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AA24026
Available: Y
Size (KB): 75
Number of Pages: 4
Scan Date and Time: 16/10/2003 14:45

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Form: 07L
Licence: 01-06-068
Licensee: Mallesons Stephen Jaques

LEASE

New South Wales
Real Property Act 1900



AA24026U

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only	NEW SOUTH WALES DUTY
	18-08-2003 0001555764-038
	SECTION 171(1)
	DUTY \$ *****2.00

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises
37/SP69950

("Premises")

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
41J	Mallesons Stephen Jaques DX 113 Sydney T +61 2 9296 2000 Reference (optional) : 02-5083-4730 MGA:CAL	L

(C) LANDLORD (LESSOR)

Sydney Harbour Foreshore Authority

("Landlord")

(D)

The Landlord (Lessor) leases the Premises to the Tenant (Lessee) subject to the following
ENCUMBRANCES (if applicable): 1. _____ 2. _____ 3. _____

(E) TENANT (LESSEE)

Jones Bay Wharf Pty Limited (ABN 82 092 260 743)

TENANCY: _____ ("Tenant")

- (G)**
- TERM:** 99 years
 - COMMENCEMENT DATE:** See Annexure A ("Commencement Date")
 - EXPIRY DATE:** See Annexure A ("Expiry Date")
 - With an **OPTION TO RENEW** for a period of N/A set out in N/A
 - With an **OPTION TO PURCHASE** set out in N/A
 - Together with and reserving the **RIGHTS** set out in N/A
 - Incorporates the provisions or additional material set out in the **SCHEDULE** N/A
 - Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. 9870384
 - The **RENT** is set out in clause No. 2 of Memorandum No. 9870384

FOR CERTIFICATION, DATE AND EXECUTION SEE SCHEDULE

MALLESONS STEPHEN JAQUES

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

(H) STATUTORY DECLARATION

I, _____

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
2. The tenant (Lessor) under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at See Annexure B in the State of New South Wales
on See Annexure B in the presence of—

Signature of witness:

Signature of landlord (Lessor):

Name of witness: See Annexure B

Address of witness: See Annexure B

Qualification of witness: See Annexure B

Annexure A to Lease

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

Dated: 12 August 2003

Commencement Date: Date of registration of Strata Plan No. 69950 10 OCT 2003

Expiry Date: 99 years (less one day) after the Commencement Date

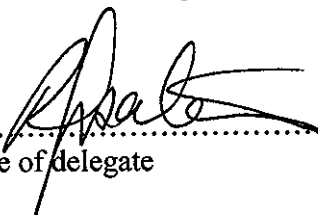
Annexure B to Lease

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

Dated: 12 August 2003

Signed on behalf of the Landlord


Signed by **RON BATEMAN** 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

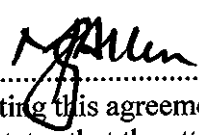

.....
Signature of witness

Signed on behalf of the Tenant

SIGNED by **MICHAEL GERARD ALLEN** as attorney for **JONES BAY WHARF PTY LIMITED** under power of attorney registered book 4393 no. 551 in the presence of:


.....
Signature of witness

CATHARINE LAWS
.....
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

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 23/10/2020 13:17
Order No. 64773299
Certificate No: 99126085
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AA24176
Available: Y
Size (KB): 75
Number of Pages: 4
Scan Date and Time: 16/10/2003 14:45

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Licence: 01-06-068
Licensee: Mallesons Stephen Jaques

LEASE
New South Wales
Real Property Act 1900



AA24176Y

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY	Office of State Revenue use only	NEW SOUTH WALES DUTY
		18-08-2003 0001555764-192 SECTION 171(1) DUTY \$ *****2.00

(A) **TORRENS TITLE**

Property leased: if appropriate, specify the part or premises
187/SP69950

("Premises")

(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone	CODE L
	41J	Mallesons Stephen Jaques DX 113 Sydney T +61 2 9296 2000 Reference (optional) : 02-5083-4730 MGA:CAL	

(C) **LANDLORD (LESSOR)**

Sydney Harbour Foreshore Authority

("Landlord")

The Landlord (Lessor) leases the Premises to the Tenant (Lessee) subject to the following

(D) **ENCUMBRANCES** (if applicable): 1. _____ 2. _____ 3. _____

(E) **TENANT (LESSEE)**

Jones Bay Wharf Pty Limited (ABN 82 092 260 743)

(F) **TENANCY:** _____ ("Tenant")

- (G)
- TERM:** 99 years _____
 - COMMENCEMENT DATE:** See Annexure A _____ ("Commencement Date")
 - EXPIRY DATE:** See Annexure A _____ ("Expiry Date")
 - With an **OPTION TO RENEW** for a period of N/A set out in N/A
 - With an **OPTION TO PURCHASE** set out in N/A
 - Together with and reserving the **RIGHTS** set out in N/A
 - Incorporates the provisions or additional material set out in the **SCHEDULE** N/A
 - Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. 9870383
 - The **RENT** is set out in clause No. 2 of Memorandum No. 9870383

FOR CERTIFICATION, DATE AND EXECUTION SEE SCHEDULE

MALLESONS STEPHEN JAQUES

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

(H) **STATUTORY DECLARATION**

I, _____

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
2. The tenant (Lessor) under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at See Annexure B in the State of New South Wales

on See Annexure B in the presence of—

Signature of witness:

Signature of landlord (Lessor):

Name of witness: See Annexure B

Address of witness: See Annexure B

Qualification of witness: See Annexure B

Annexure A to Lease

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

Dated: 12 AUGUST 2003

Commencement Date: Date of registration of Strata Plan No. 69950 ~~10 OCT 2003~~

Expiry Date: 99 years (less one day) after the Commencement Date

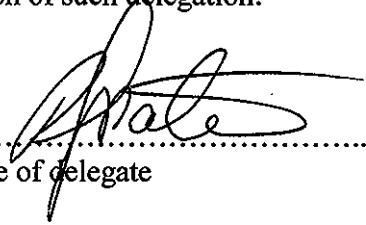
Annexure B to Lease

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

Dated: 12 AUGUST 2003

Signed on behalf of the Landlord


Signed by **RON BATEMAN** 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

Signed on behalf of the Tenant

SIGNED by **MICHAEL GERARD ALLEN** as attorney for **JONES BAY WHARF PTY LIMITED** under power of attorney registered book 4393 no. 551 in the presence of:


.....
Signature of witness

CATHARINE LAWS
.....
Name of witness (block letters)

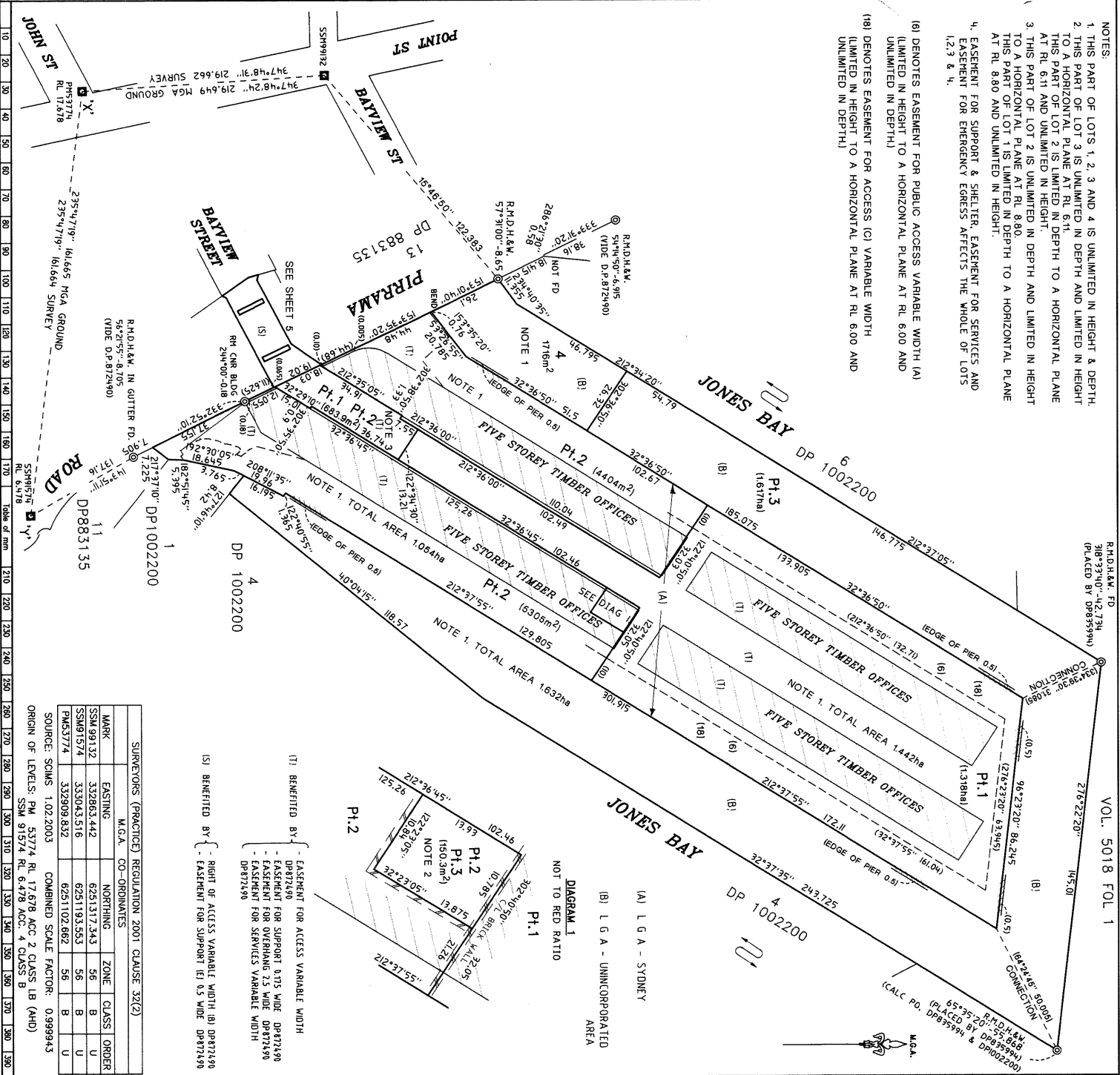

.....
By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNATURES AND SEALS ONLY
SIGNED SEALED AND DELIVERED for an on behalf of the Energy Minister by Grant Kenneth Greene Smith duly constituted Attorney pursuant to Power of Attorney registered Book 4388 No. 61
Wilfriss
Signature of witnesses
Denny Hillier

Signed by Keating James Clark
For and on behalf of SYDNEY TORRENS
Fastagore Auditor under delegatory
authority and without assumed
personal liability and I hereby
certify that I take no notice of
revocation of such delegation:
Signature of Keating James Clark
Signature of witnesses
Denny Hillier

Signed by, The Honourable Craig Knowles M.P. Minister for Infrastructure and Planning and Minister for Natural Resources for the State of New South Wales
Robert Blok as delegate for:
Robert Blok

Department of Land and Water Conservation Approval
(Authorised Officer) in approving this plan certifies that all necessary approvals in regard to the allocation of the land shown herein have been given.
Subdivision Certificate
The No. S31918
Date of endorsement 25.9.2003
Set out herein
certify that the provisions of s109 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.



- NOTES:
- 1 THIS PART OF LOTS 1, 2, 3 AND 4 IS UNLIMITED IN HEIGHT & DEPTH.
 - 2 THIS PART OF LOT 3 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 81.41.
 - 3 THIS PART OF LOT 2 IS UNLIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 6.11 AND UNLIMITED IN HEIGHT.
 - 4 THIS PART OF LOT 2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 8.80.
 - 5 THIS PART OF LOT 1 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 8.80 AND UNLIMITED IN HEIGHT.
 - 6 EASEMENT FOR SUPPORT & SHELTER EASEMENT FOR SERVICES AND EASEMENT FOR EMERGENCY EGRESS AFFECTS THE WHOLE OF LOTS 1, 2, 3 & 4.
- (b) DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A) (LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 6.00 AND UNLIMITED IN DEPTH).
- (c) DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A) (LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 6.00 AND UNLIMITED IN DEPTH).
- (d) DENOTES EASEMENT FOR ACCESS (C) VARIABLE WIDTH (LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 6.00 AND UNLIMITED IN DEPTH).

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

(S)	BENEFITED BY	(I)	BENEFITED BY
-	- EASEMENT FOR ACCESS VARIABLE WIDTH (A)	-	- EASEMENT FOR SUPPORT & SHELTER (A)
-	- EASEMENT FOR SUPPORT & SHELTER (A)	-	- EASEMENT FOR SERVICES (A)
-	- EASEMENT FOR SERVICES (A)	-	- EASEMENT FOR EMERGENCY EGRESS (A)
-	- EASEMENT FOR EMERGENCY EGRESS (A)	-	- EASEMENT FOR VARIABLE WIDTH (A)

(S) BENEFITED BY - RIGHT OF ACCESS VARIABLE WIDTH (B) DP872490
(I) BENEFITED BY - EASEMENT FOR SUPPORT IE 0.5 WIDE DP872490

SURREYORS (PRACTICE) REGULATION 2001 CLAUSE 32(2)	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
MARK	EASTING	NORTHING		
SSM99132	332863.442	6251317.243	56	B
SSM1574	333043.516	6251193.553	56	B
PMS3774	332909.832	6251102.892	56	B

SOURCE: SCMS 1.02.2003 COMBINED SCALE FACTOR: 0.999943

Registered: TORRENS Title System: SUBDIVISION Purpose: UTR46 -113 & ROLL Ref Map: PLAN 138 Last Plans: DP8835994, DP872490, DP883135, DP1002200.

PLAN OF SUBDIVISION OF LOT 12 DP 883135, LOT 34 DP 835994, LOTS 2, 3, 5, 7, 8 & 9 DP 1002200, LOT 113 DP 872490 AND EASEMENTS WITHIN LOT 13 DP 883135

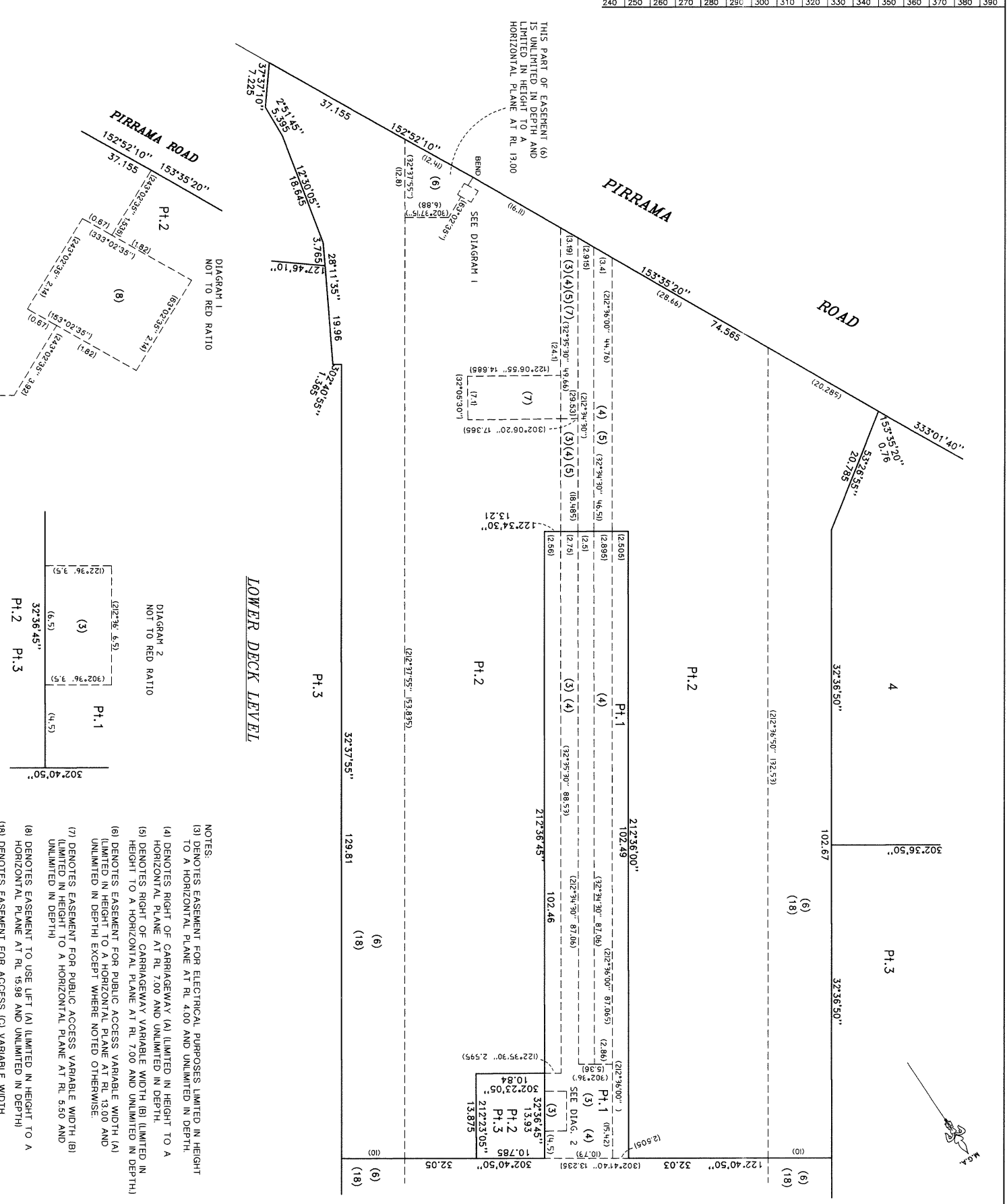
L G A SYDNEY UNINCORPORATED AREA
Suburb/Locality: PYRMONT
Parish: ST ANDREW
County: CUMBERLAND

This is sheet 1 of my plan in 5 sheets (Delete if inapplicable)

1. ANDREW, P. MASON & CO. PTY. LTD.
OF FRANK, M. MASON'S POINT
DX 3511 MASON'S POINT
a surveyor registered under the Surveyors Act, 1928, hereby certifies that the survey represented in this plan is correct, was made on a location with the Surveyors (Practice) Regulation 2001 and was completed on 10/08/2003.
The survey relates to:
(here specify the lot, lots, strata lot, or strata lots and strata plan for which the survey was made)
The survey was made by: [Signature]
Signed by: [Signature] Date: [Date]
Surveyor registered under the Surveyors Act 1928
Deputy Surveyor
Plans used in preparation of survey/compilation:
DP 883135
DP 835994
DP 872490
DP 1002200

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive conveniences.
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:
1. EASEMENT FOR SUPPORT & SHELTER
2. EASEMENT FOR SERVICES
3. EASEMENT FOR ELECTRICAL PURPOSES
4. RIGHT OF CARRIAGEWAY (A)
5. VARIABLE WIDTH (B)
6. EASEMENT FOR PUBLIC ACCESS (A)
7. EASEMENT FOR PUBLIC ACCESS (B)
8. EASEMENT TO USE LIFT (A)
9. EASEMENT FOR ENCRUACHING STRUCTURE
10. EASEMENT FOR EMERGENCY EGRESS
11. EASEMENT TO USE LIFT (B)
12. EASEMENT FOR ACCESS (A)
13. VARIABLE WIDTH
FOR CONTINUATION SEE SHEET 2

240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390



DP1050360
Registered 3/10/2003
This is sheet 2 of my plan in 5 sheets dated 10/06/2003
Kendrick Weirson

Surveyor registered under Surveyors Act 1929
This is sheet 2 of the plan of 5 dated 10/06/2003 of 25.9.2001
Peter J. Blake
As delegate for the Minister.
Lawrence Clark

CONTINUATION FROM SHEET 1
13. EASEMENT FOR USE OF GARAGE ROOM (A)
14. EASEMENT FOR USE OF GARAGE ROOM (B)
15. EASEMENT FOR SERVICE VEHICLES
16. EASEMENT FOR ACCESS (B)
17. EASEMENT FOR ACCESS TO AND USE OF PLANT & EQUIPMENT VARIABLE WIDTH
18. EASEMENT FOR ACCESS (C)
19. POSITIVE COVENANT
20. RESTRICTION ON THE USE OF LAND.

Reduction Ratio 1: 400
SURVEYORS REFERENCE: 29488-23

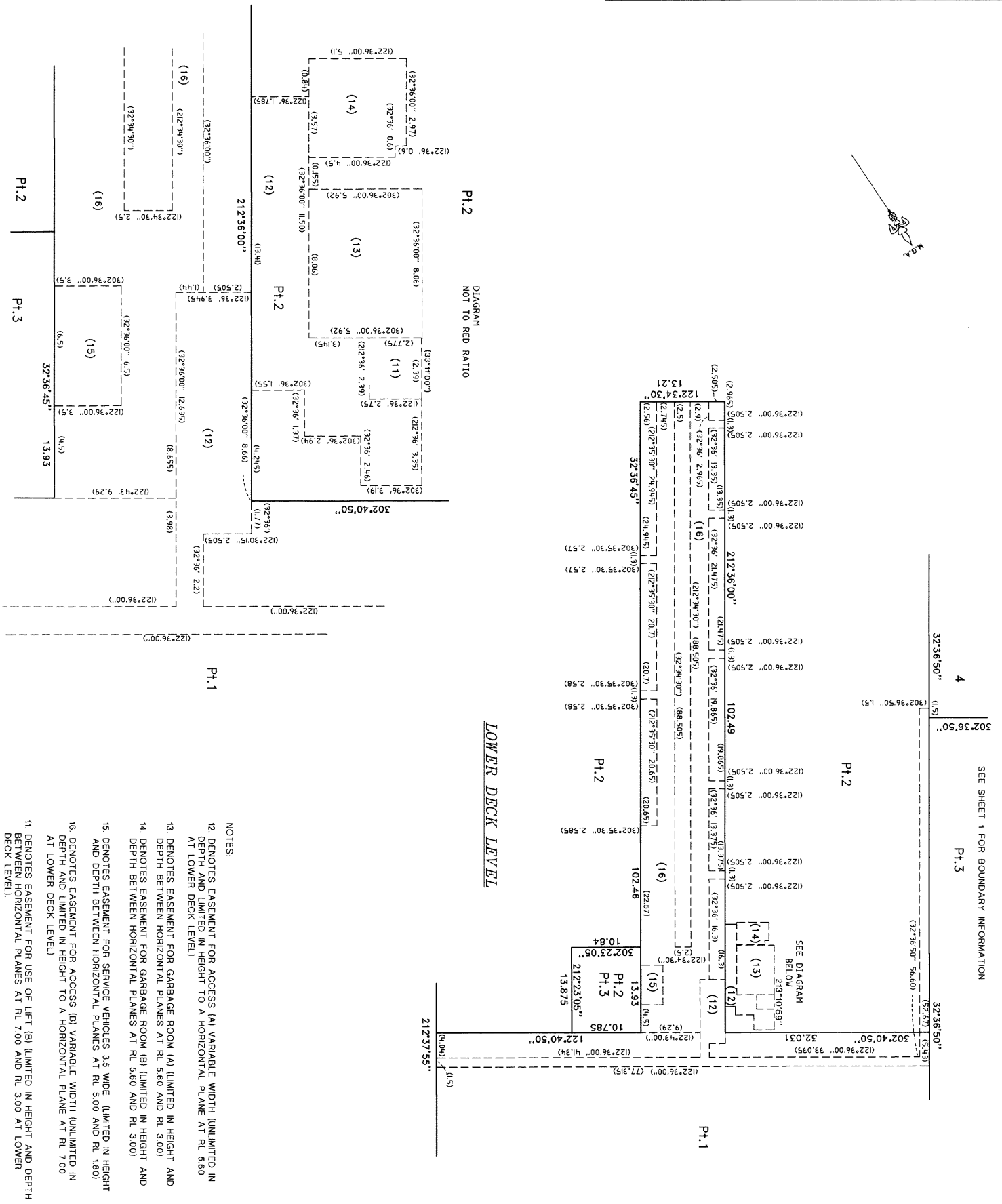


DIAGRAM NOT TO RED RATIO

LOWER DECK LEVEL

NOTES:

12. DENOTES EASEMENT FOR ACCESS (A) VARIABLE WIDTH (UNLIMITED) IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 5.60 AT LOWER DECK LEVEL
13. DENOTES EASEMENT FOR GARBAGE ROOM (A) (LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 5.60 AND RL 3.00)
14. DENOTES EASEMENT FOR GARBAGE ROOM (B) (LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 5.60 AND RL 3.00)
15. DENOTES EASEMENT FOR SERVICE VEHICLES 3.5 WIDE (LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 5.00 AND RL 1.80)
16. DENOTES EASEMENT FOR ACCESS (B) VARIABLE WIDTH (UNLIMITED) IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 7.00 AT LOWER DECK LEVEL
11. DENOTES EASEMENT FOR USE OF LEFT (B) (LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 7.00 AND RL 3.00 AT LOWER DECK LEVEL)

DP1050360

Registered
This is sheet 3 of my plan in 5 sheets dated 10/08/2003

Kudrasker

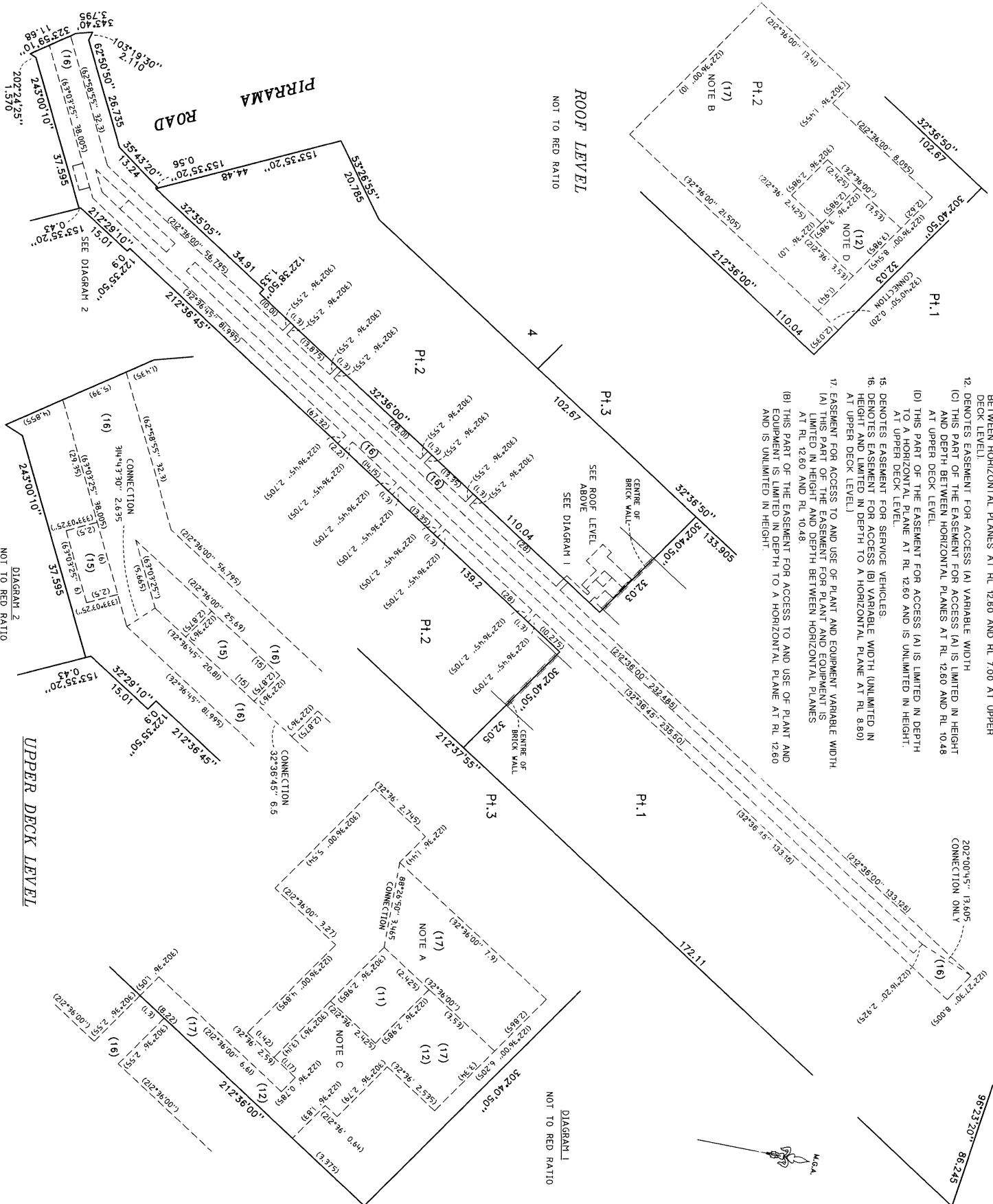
Surveyor registered under Surveyors Act 1929
This is sheet 3 of the plan of 5 sheets covered by my Certificate No. 371/99 of 25.9.2003

Robert Skid
Is delegate for the Minister
Contract Clerk

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

Reduction Ratio 1: 400

SURVEYORS REFERENCE: 29488-23



- NOTES:
- 11 DENOTES EASEMENT TO USE LIFT (B) LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 12.80 AND RL 7.00 AT UPPER DECK LEVEL.
 - 12 DENOTES EASEMENT FOR ACCESS (A) VARIABLE WIDTH.
 - (C) THIS PART OF THE EASEMENT FOR ACCESS (A) IS LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 12.80 AND RL 10.48 AT UPPER DECK LEVEL.
 - (D) THIS PART OF THE EASEMENT FOR ACCESS (A) IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 12.60 AND IS UNLIMITED IN HEIGHT AT UPPER DECK LEVEL.
 - 15 DENOTES EASEMENT FOR SERVICE VEHICLES.
 - 16 DENOTES EASEMENT FOR ACCESS (B) VARIABLE WIDTH (UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 8.80) AT UPPER DECK LEVEL.
 - 17 EASEMENT FOR ACCESS TO AND USE OF PLANT AND EQUIPMENT VARIABLE WIDTH.
 - (A) THIS PART OF THE EASEMENT FOR PLANT AND EQUIPMENT IS LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 12.80 AND RL 10.48.
 - (B) THIS PART OF THE EASEMENT FOR ACCESS TO AND USE OF PLANT AND EQUIPMENT IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 12.60 AND IS UNLIMITED IN HEIGHT.

Plan Drawing only to appear in this space

REDUCTION RATIO 1: 600

SURVEYORS REFERENCE: 29488-23

DP1050360

Registered 25 3/10 2003
This is sheet 4 of my plan in 5 sheets
dated 10/06/2003

Michael W. ...

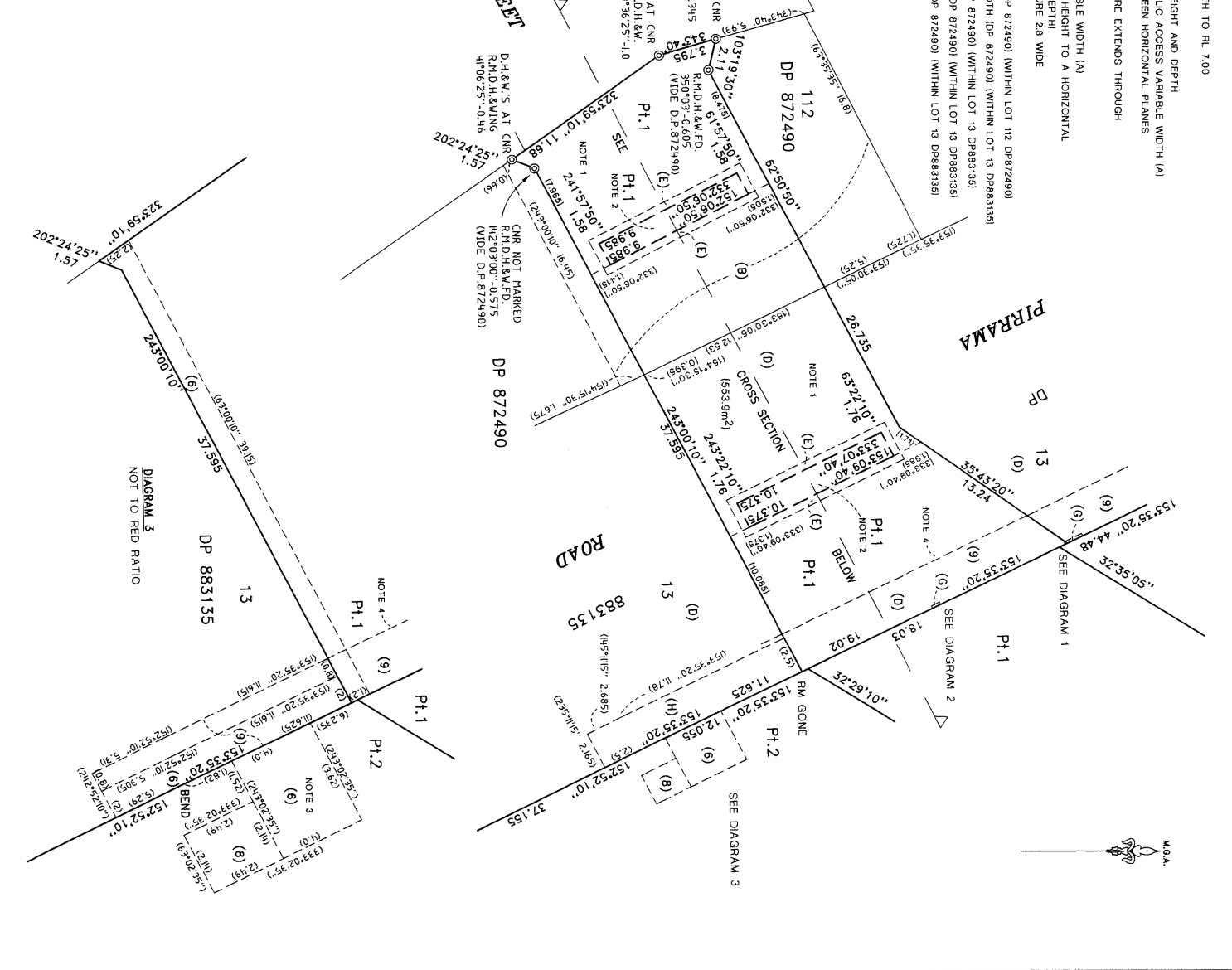
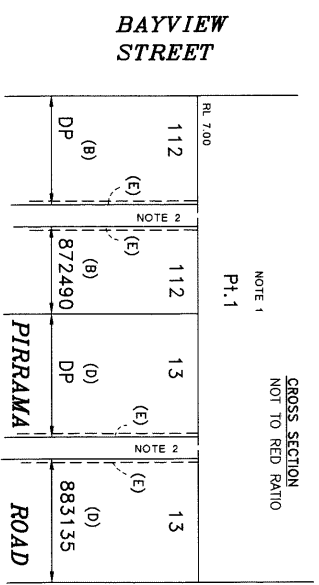
Surveyor registered under Surveyors Act 1929
This is sheet 4 of the plan of 5
sheets covered by my Certificate No. 37/99
of 25 9/2003

John ...
As delegate for the Minister
Council Clerk

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

240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

- NOTES:
1. THIS PART OF LOT 1 IS LIMITED IN DEPTH TO RL 7.00 AND IS UNLIMITED IN HEIGHT
 2. THIS PART OF LOT 1 IS UNLIMITED IN HEIGHT AND DEPTH
 3. THIS PART OF THE EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A) IS LIMITED IN HEIGHT AND DEPTH BETWEEN HORIZONTAL PLANES AT RL 15.98 AND RL 13.47
 4. EASEMENT FOR ENCRoACHING STRUCTURE EXTENDS THROUGH LOT 13 DP 883135 BELOW Pt. 1
 - (B) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A)
 - (B) EASEMENT TO USE LEFT (A) LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.98 AND UNLIMITED IN DEPTH
 - (B) EASEMENT FOR ENCRoACHING STRUCTURE 2.8 WIDE (WITHIN LOT 13 DP883135)
 - (B) RIGHT OF ACCESS VARIABLE WIDTH (DP 872490) (WITHIN LOT 12 DP872490)
 - (D) EASEMENT FOR ACCESS VARIABLE WIDTH (DP 872490) (WITHIN LOT 13 DP883135)
 - (E) EASEMENT FOR SUPPORT 0.5 WIDE (DP 872490) (WITHIN LOT 13 DP883135)
 - (G) EASEMENT FOR SUPPORT 0.75 WIDE (DP 872490) (WITHIN LOT 13 DP883135)
 - (H) EASEMENT FOR OVERHANG 2.5 WIDE (DP 872490) (WITHIN LOT 13 DP883135)



M.C.A.

DP1050360

Registered
 This is sheet 5 of my plan in 5 sheets dated 10.06.2003

Michael V. ...

Surveyor registered under Surveyors Act 1929
 This is sheet 5 of my plan of 8 sheets covered by my Certificate No. 31/98 of 25.9.2003

Robert ...
 He delegate for the Minister
 Council Clerk

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

Reduction Ratio 1: 200

SURVEYORS REFERENCE: 29498-23

Plan Drawing only to appear in this space

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

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP 835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113 DP 872490 and easements within lot 13 DP 883135
 Lengths are in metres

PART 1 - CREATION

Full name and address of proprietors of the land:

Sydney Harbour Foreshore Authority
 137 Pyrmont Street
 PYRMONT NSW 2009

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	Easement for support and shelter	Each lot	Every other lot
2	Easement for services	Each lot	Every other lot
3	Easement for electrical purposes	Lots 1 and 2	EnergyAustralia
4	Right of carriageway (A)	Lots 1 and 2	EnergyAustralia
5	Right of carriageway variable width (B)	Lot 2	Lot 1
6	Easement for public access variable width (A)	Lots 1 and 2 and lot 13 in DP883135	Minister for Infrastructure and Planning and Minister for Natural Resources for the State of New South Wales
7	Easement for public access variable width (B)	Lot 2	Minister for Infrastructure and Planning and Minister for Natural Resources for the State of New South Wales
8	Easement to use lift (A)	Lot 2	Minister for Infrastructure and Planning and Minister for Natural Resources for the State of New South Wales
9	Easement for Encroaching Structure 2.8 wide	Lot 13 in DP883135	Lots 1 and 2

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

DP1050360

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:
10	Easement for emergency egress	Each lot	Every other lot
11	Easement to use lift (B)	Lot 2	Lot 1
12	Easement for access (A) variable width	Lot 1 Lot 2	Every other Lot Every other Lot
13	Easement for use of Garbage Room (A)	Lot 2	Lot 1
14	Easement for use of Garbage Room (B)	Lot 2	Lots 3 and 4
15	Easement for service vehicles	Lot 1	Every other lot and EnergyAustralia
16	Easement for access (B) variable width	Lot 1	Lot 2
17	Easement for access to and use of Plant and Equipment variable width	Lot 2	Lot 1
18	Easement for access (C) variable width	Lots 1 and 2	Lots 3 and 4
19	Positive covenant	Each lot	Minister for Infrastructure and Planning and Minister for Natural Resources for the State of New South Wales
20	Restriction on the use of land	Each lot	Minister for Infrastructure and Planning and Minister for Natural Resources for the State of new South Wales

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

PART 2 - TERMS

1 Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes:

- (a) the Building Management Committee; and
- (b) the lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee; and
- (c) where the Grantee is EnergyAustralia, the officers, servants, agents and workmen of EnergyAustralia and any other person authorised by EnergyAustralia to exercise its rights or comply with its obligations under this instrument.

Building Management Committee means any building management committee for Jones Bay Wharf constituted under the Development Act and a Strata Management Statement.

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

Easement Site means, in relation to an easement in this instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Encroaching Structure means:

- (a) a stairway which is located within that part of the Easement Site which is also burdened by the easement numbered 6 in the Plan; and
- (b) an awning which is located within the Easement Site.

Garbage Room A means the garage room located in lot 2 in the Plan and subject to the easement numbered 13 in the Plan.

Garbage Room B means the garbage room located in lot 2 in the Plan and subject to the easement numbered 14 in the Plan.

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

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

Grantee means, if a leasehold interest exists in respect of a Lot Benefited:

- (a) the lessee (as that term is defined in the Development Act) or mortgagee in possession of the Lot Benefited; and
- (b) the owners corporation under the Development Act in respect of the Lot Benefited; and
- (c) an authority benefited.

If no leasehold interest exists in respect of a Lot Benefited, **Grantee** means:

- (d) the owner or mortgagee in possession of the Lot Benefited; and
- (e) an authority benefited.

Grantor means, if a leasehold interest exists in respect of a Lot Burdened:

- (a) the lessee (as that term is defined in the Development Act) or mortgagee in possession of a Lot Burdened; and
- (b) the owners corporation under the Development Act in respect of a Lot Burdened.

If no leasehold interest exists in respect of a Lot Burdened, **Grantor** means the owner or mortgagee in possession of the Lot Burdened.

Jones Bay Wharf means the strata plan nos 69950, 69951, 70640 and 70641 and lot 3 in DP1050360 (and any lots into which they are subdivided or re-subdivided).

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

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

Plant and Equipment means airconditioning plant and equipment located in the Lot Burdened which provides airconditioning services to the Lot Benefited including:

- (a) cooling towers, circulating pumps, switchboards, boiler, conduits, pipes, wires and ducts which supply airconditioning reticulated water for airconditioning; and
- (b) reticulated water supplying airconditioning

which exclusively service the Lot Benefited or which service the Lot Burdened and the Lot Benefited.

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

Strata Management Statement means a strata management statement registered according to the Development Act which applies to Jones Bay Wharf.

Works means the proper cleaning, maintenance, repair and replacement of all surfaces, improvements, Encroaching Structures, plant, equipment, lighting and utilities on or in the Easement Sites the subject of the easements numbered 1, 6, 7, 8 and 9 in the Plan.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Conveyancing Act 1919 (NSW).

2 Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause and clauses 3 ("Complying with this instrument and a Strata Management Statement") and 4 ("Effect of a Strata Management Statement"), in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

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

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

3 Complying with this instrument and a Strata Management Statement

3.1 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

3.2 Obligations for Authorised Users

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

3.3 Complying with a Strata Management Statement

For each easement, positive covenant and restriction on use in this instrument, the Grantee who is required to comply with a Strata Management Statement must:

- (a) comply with the Strata Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Strata Management Statement.

4 Effect of a Strata Management Statement

4.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

4.2 Requirements about making rules

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and a Strata Management Statement. The Strata Management Statement prevails to the extent of any inconsistency.

4.3 Costs regulated under a Strata Management Statement

If a Strata Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

inconsistency between the apportionment of costs and the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

4.4 Complying with obligations

If a Strata Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Strata Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

5 Terms of easement for support and shelter numbered 1 in the plan

5.1 Creation

An easement for support and shelter is created in the terms of section 8 of the Development Act.

5.2 Effect of Strata Management Statement

If a Strata Management Statement is registered and:

- (a) an easement for support and shelter is created under the Development Act; and
- (b) the terms of the easement created under the Development Act are inconsistent with the terms of this easement

the terms of the easement under the Development Act prevail.

6 Terms of easement for services numbered 2 in the plan

6.1 Grant of easement

Subject to clause 6.2 (“When does this easement apply?”), an easement for services in the terms of section 9 of the Development Act is created in respect of all wires, cables, conduits, equipment and other structures and things relating to services and drainage (as defined in section 9) which pass through or are situated in the Lot Burdened and service the Lot Benefited.

6.2 When does this easement apply?

This easement has effect from the date of registration of the Plan and continues to apply if a Strata Management Statement is registered.

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6.3 Variations to Development Act provisions

The provisions of schedule 1 of the Development Act are varied as follows:

- (a) except in an emergency, a Grantee or Authorised User must give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened; and
- (b) if required by the Grantor, when exercising rights or complying with obligations a Grantee or Authorised User must be accompanied by and comply with the directions of the Grantor's nominee; and
- (c) in an emergency, a Grantee or Authorised User must give the Grantor notice of access to the Lot Burdened if practicable; and
- (d) a Grantee or Authorised User must cause as little inconvenience and interruption as is practicable to services or the usual activities carried out on a Lot Burdened; and
- (e) a Grantee or Authorised User must not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency).

6.4 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

- (a) ensure that any person carrying out works on services or the Easement Site on their behalf is qualified to do those works; and
- (b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened; and
- (c) comply with rules made by the Grantor according to this easement.

6.5 Making rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

6.6 Damage

Grantees and Authorised Users must repair damage which they cause to a service or the Easement Site.

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7 Terms of easement for electrical purposes numbered 3 in the Plan

7.1 Grant of easement

Subject to clause 7.2 ("Acknowledgment by Grantee"), the Grantor grants the Grantee and its Authorised Users the full, free and unimpeded right to:

- (a) lay down, erect, construct and place, repair, renew, inspect, maintain and remove underground electric mains, cables and other apparatus for the transmission of electric current (and for purposes incidental thereto) through or under the Easement Site; and
- (b) pass electricity and apparatus through or under the Easement Site.

7.2 Access and rights of Grantee

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

- (a) enter the Easement Site with or without vehicles (of all descriptions) with a maximum tonnage not exceeding 15 tonnes; and
- (b) make an excavation for cables and other apparatus necessary to exercise the Grantee's rights under this easement; and
- (c) cut and trim tree roots, branches or other growths and foliage which overhang or encroach the Easement Site.

7.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into Jones Bay Wharf. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee (and its Authorised Users) to exercise its rights and comply with its obligations under this easement.

7.4 Covenants by Grantor

The Grantor covenants with the Grantee that:

- (a) it will not do anything, or allow anything to be done, which may injure or damage the cables and other apparatus or interfere with the free flow of electricity through or under the Easement Site; and
- (b) if the Grantor does not comply with its obligations under clause 7.4(a) it will pay any costs incurred by the Grantee in properly and substantially repairing and making good the injury or damage and restoring the free flow of electricity; and
- (c) it will not, without the consent of the Grantee, alter or permit to be altered the existing levels of the Easement Site; and

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- (d) it will not, without the consent of Grantee, erect or permit to be erected any structure on, above or below the Easement Site (other than the swinging arm of a security boom gate) which will unreasonably interfere with the Grantee exercising its rights or complying with its obligations under this easement. The Grantor acknowledges that this clause 7.4(d) does not permit the Grantor to erect a plinth, support or anchor over or in the Easement Site without the consent of the Grantee.

7.5 Indemnity by Grantee

The Grantee indemnifies the Grantor from and against any and all loss and damage caused by the negligent use or abuse by the Grantee or its Authorised Users of electric current or cables and other apparatus for the transmission of electric current. The Grantee must pay for all damage and injury arising to the Grantor or to any other persons in consequence of any breach of non-observance of its obligations under this clause 7.5.

7.6 Release, variations and modifications

The Grantee is the authority empowered to release, vary or modify this easement.

8 Terms of right of carriageway (A) numbered 4 in the Plan

8.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repossess by vehicle to and from the Easement Site:

- (a) at all times; and
- (b) for all lawful purposes; and
- (c) by vehicles with a maximum tonnage not exceeding 15 tonnes..

8.2 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into Jones Bay Wharf. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee (and its Authorised Users) to exercise rights and comply with obligations under this easement.

8.3 Suspension of rights and obligations

Despite any other provision in this easement, the rights and obligations of the Grantee and Grantor under this easement in respect of that part of the Easement Site in lot 22 in strata plan no. 69951 are suspended until the earlier of 30 June 2004 or the date of registration of strata plan no. 70641.

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8.4 Release, variations and modifications

The Grantee is the authority empowered to release, vary or modify this easement.

9 Terms of right of carriageway variable width (B) numbered 5 in the Plan

9.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass by vehicle to and from the Easement Site:

- (a) at all times; and
- (b) for all lawful purposes; and
- (c) by vehicles with a maximum tonnage not exceeding 15 tonnes.

9.2 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulated the flow of vehicular access into Jones Bay Wharf. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

9.3 Restriction on parking

The Grantee and its Authorised Users must not:

- (a) park or stand motor or other vehicles on the Easement Site; or
- (b) obstruct use of the Easement Site by any person.

9.4 Suspension of rights and obligations

Despite any other provision in this easement, the rights and obligations of the Grantee and Grantor under this easement in respect of that part of the Easement Site in lot 22 in strata plan no. 69951 are suspended until the earlier of 30 June 2004 or the date of registration of strata plan no. 70641.

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10 Terms of easement for public access variable width (A) numbered 6 in the Plan

10.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and members of the public the full, free and unimpeded right to pass and repass across the Easement Site:

- (a) on foot, with bicycles or with wheelchairs or other disabled access aids; and
- (b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

10.2 Access must be 24 hour access

Subject to clause 10.4 (“Rights of the Grantor to temporarily suspend access”), the Grantor must:

- (a) provide access under this easement 24 hours per day; and
- (b) allow members of the public to enjoy access without any requirement to carry keys, security card-keys or other access authorities.

However, if the Grantor has done all things reasonably necessary to provide access in the manner required by this clause 10.2 but is restricted in providing such access by the requirements of any law, then the obligations of the Grantor are reduced to the extent necessary to comply with the law.

10.3 Vehicle access to Easement Site

The Grantee acknowledges that, according to the easement numbered 18 in the Plan, temporary parking and vehicular access is available over the Easement Site. The Grantee further acknowledges that use of and access to the Easement Site for the purposes of temporary parking and vehicle access may be further regulated by a Strata Management Statement. The Grantee agrees that the Grantor has not derogated from the grant of this easement if a Building Management Committee allows use of the Easement Site for those purposes according to the Strata Management Statement.

10.4 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of parts of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

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10.5 Conduct of access

The Grantor must ensure that all access and the temporary suspension of access under this easement is conducted in a proper and safe manner and in accordance with the requirements of Government Agencies and the law.

10.6 Making rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

10.7 Minimising damage

The Grantor must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Easement Site and the Lot Burdened; and
- (b) promptly make good any damage caused by exercising rights or complying with obligations under this easement (without limiting the rights of the Grantor at law).

10.8 Requirements for use

The Grantee and its Authorised Users must not:

- (a) consume alcohol on the Easement Site; or
- (b) fish from the Easement Site; or
- (c) deposit or throw garbage on the Easement Site (other than in garbage receptacles provided by the Grantor for that purpose); or
- (d) swim, dive or snorkel for recreational purposes from the Easement Site.

10.9 Suspension of rights and obligations

Despite any other provision in this easement, the rights and obligations of the Grantee and Grantor under this easement in respect of those parts of the Easement Site in lot 13 in DP883135 and lot 22 in strata plan no. 69951 are suspended until the earlier of 30 June 2004 or the date of registration of strata plan no. 70641.

11 Terms of easement for public access variable width (B) numbered 7 in the Plan

11.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and members of the public the full, free and unimpeded right to pass and repass across the Easement Site:

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- (a) on foot or with wheelchairs or other disabled access aids; and
- (b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

11.2 When can rights be exercised?

Subject to clause 11.3 (“Rights of the Grantor to temporarily suspend access”), the Grantee and members of the public may exercise rights under this easement only between the hours of 10.00am to 4.00pm each day.

11.3 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of parts of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

11.4 Security

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security gates or other security devices to regulate pedestrian access into Jones Bay Wharf. The Grantor agrees to provide the Grantee and its Authorised Users with access to security gates or other security devices as necessary to allow the Grantee (and its Authorised Users) to exercise its rights under this easement.

11.5 Conduct of access

The Grantor must ensure that all access and temporary suspension of access under this easement is conducted in a proper and safe manner and in accordance with the requirements of Government Agencies and the law.

11.6 Making rules

Subject to clause 4.2 (“Requirements about making rules”), the Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

11.7 Minimising damage

The Grantor must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Easement Site and the Lot Burdened; and

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- (b) promptly make good any damage caused by exercising rights or complying with obligations under this easement (without limiting the rights of the Grantor at law); and
- (c) immediately remove any rubbish spilled in the Easement Site.

11.8 Maintenance and repair

The Grantor must:

- (a) maintain and repair the Easement Site; and
- (b) protect the heritage significance of the Easement Site according to the requirements of a Strata Management Statement.

11.9 Suspension of rights and obligations

Despite any other provision in this easement, the rights and obligations of the Grantee and Grantor under this easement are suspended until the earlier of 30 June 2004 or the date of registration of strata plan no. 70641.

12 Terms of easement to use lift (A) numbered 8 in the Plan

12.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and members of the public the full, free and unimpeded right to use the Easement Site:

- (a) on foot or with wheelchairs or other disabled access aids; and
- (b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

12.2 Access must be 24 hour access

Subject to clause 12.4 ("Rights of the Grantor to temporarily suspend access"), the Grantor must:

- (a) provide access under this easement 24 hours per day; and
- (b) allow members of the public to enjoy access without any requirement to carry keys, security card-keys or other access authorities.

However, if the Grantor has done all things reasonably necessary to provide access in the manner required by this clause 12.2 but is restricted in providing such access by the requirements of any law, then the obligations of the Grantor are reduced to the extent necessary to comply with the law.

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12.3 Limitation on access

The Grantee and its Authorised Users may exercise their rights under this easement to use the lift in the Easement Site only between the lower and upper deck levels shown on the Plan. The Grantor may install in the lift security devices to prevent the Grantee and its Authorised Users entering or existing the lift on other levels.

12.4 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

12.5 Maintenance, repair and operation

Subject to the Development Act and any Strata Management Statement, the Grantor must repair and maintain the lift in the Easement Site at its cost and pay all costs associated with the operation, insurance, certification and inspection of the lift.

12.6 Conduct of access

The Grantor must ensure that all access and the temporary suspension of access under this easement is conducted in a proper and safe manner and in accordance with the requirements of Government Agencies and the law.

12.7 Making rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

12.8 Minimising damage

The Grantor must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Easement Site and the Lot Burdened; and
- (b) promptly make good any damage caused by exercising rights or complying with obligations under this easement (without limiting the rights of the Grantor at law).

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12.9 Suspension of rights and obligations

Despite any other provision in this easement, the rights and obligations of the Grantee and Grantor under this easement are suspended until the earlier of 30 June 2004 or the date of registration of strata plan no. 70641.

13 Terms of easement for Encroaching Structure 2.8 wide numbered 9 in the Plan

13.1 Grant of easement

Subject to the conditions of this easement, the Grantor grants the Grantee the right to install, keep, maintain, repair, inspect and replace Encroaching Structures in the Easement Site.

13.2 Rights of the Grantee

To exercise its rights or comply with its obligations under this easement, the Grantee or its Authorised Users may do anything reasonably necessary for those purposes, including entering the Lot Burdened, taking anything on to the Lot Burdened and carrying out work.

13.3 Obligations of the Grantee

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and
- (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement.

13.4 Repairs and maintenance

Subject to any Strata Management Statement, the Grantee must keep the Encroaching Structure in good repair and safe condition and, where necessary, replace the Encroaching Structure.

13.5 Obligations of the Grantor

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structure.

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13.6 Acknowledgements

The Grantor and the Grantee acknowledge that:

- (a) the stairway that forms part of (or that will form part of) the Encroaching Structure is and will remain the property of the Grantee for Lot 1 in the Plan; and
- (b) the awning that forms part of (or that will form part of) the Encroaching Structure is and will remain the property of each Grantee to the extent that the awning is attached or immediately adjacent to their Lot Benefited.

13.7 Insurances

Each Grantee must effect at its cost proper and adequate insurances with a reputable insurer for the following risks:

- (a) loss or damage from any cause to the Encroaching Structure or the Easement Site; and
- (b) death of or injury to or loss or damage to property of any person on the Encroaching Structure or the Easement Site including death, injury, loss or damage arising out of or in the course of or caused by the exercise of the Grantee or any Authorised Users of its right.

13.8 Indemnity and release

The Grantee:

- (a) is liable for and indemnifies the Grantor against liability or loss arising from, and costs incurred in connection with, damage, loss, injury or death caused or contributed to by the act, negligence or default of the Grantee or its Authorised Users when exercising its rights or complying with its obligations in this easement; and
- (b) releases the Grantor from, and agrees that the Grantor is not liable for, liability or loss arising from, and costs incurred in connection with, damage, loss, injury or death in connection with exercising its rights or complying with its obligations in this easement unless it is caused or contributed to by the act, negligence or default of the Grantor or its officers, employees, licensees, lessees, agents, contractors or invitees.

This indemnity is independent from the other obligations of the Grantee and continues after this easement is released or extinguished. The Grantor may enforce this indemnity before incurring expense.

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14 Terms of easement for emergency egress numbered 10 in the Plan

The Grantor grants the right for the Grantee and Authorised Users to enter and pass through those parts of the Lot Burdened necessary to exit the Lot Benefited or Jones Bay Wharf in an emergency or for fire drill purposes.

15 Terms of easement to use lift (B) numbered 11 in the Plan

15.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants to the Grantee and its Authorised Users the right to:

- (a) pass and repass through the Easement Site (including the lift located in the Easement Site) to gain lawful access to or egress from the various levels of Jones Bay Wharf; and
- (b) transport garbage and recyclable materials, receptacles, trolleys, goods and other items through the Easement Site (including the lift located in the Easement Site).

15.2 Obligations of the Grantee

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier (or occupiers) of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and
- (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement; and
- (d) immediately remove any rubbish or recyclable materials they spill in the Easement Site and clean the affected area.

15.3 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

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15.4 Maintenance, repair and operation

Subject to the Development Act and any Strata Management Statement, the Grantor must repair and maintain the lift in the Easement Site at its cost and pay all costs associated with the operation, insurance, certification and inspection of the lift.

16 Terms of easement for access (A) variable width numbered 12 in the Plan

16.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over and across the Easement Site for the purpose of accessing the garbage room used by the Lot Benefited:

- (a) on foot; and
- (b) with garbage and recyclable materials; and
- (c) with garbage receptacles and receptacles for recyclable materials; and
- (d) with trolleys.

16.2 Obligations when exercising rights

When they exercise their rights or comply with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and
- (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement; and
- (a) immediately remove any garbage or recyclable materials which they spill on the Easement Site and clean the affected area.

17 Terms of easement for use of Garbage Room (A) numbered 13 in the Plan

17.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right in common with the Grantor to:

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- (a) keep garbage receptacles and receptacles for recyclable materials in Garbage Room (A); and
- (b) store garbage and recyclable materials in Garbage Room (A); and
- (c) use the leveller located outside Garbage Room (A) to transport garbage and recyclable materials into that room; and
- (d) use the garbage compactor located in Garbage Room (A).

17.2 Strata Management Statement

The Grantor, the Grantee and its Authorised Users must comply with any requirements under a Strata Management Statement regarding the use of Garbage Room (A) or the storage and disposal of garbage and recyclable materials in Garbage Room (A).

17.3 Obligations when exercising rights

When they exercise their rights or comply with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to Garbage Room (A) or the Lot Burdened; and
- (c) promptly rectify any damage caused to Garbage Room (A) or the Lot Burdened while exercising rights or complying with obligations under this easement; and
- (d) immediately remove any garbage or recyclable materials which they spill in the Garbage Room (A) and clean the affected area.

17.4 No obstruction

The Grantee and its Authorised Users must not obstruct the use of Garbage Room (A) by the Grantor.

18 Terms of easement for use of Garbage Room (B) numbered 14 in the Plan

18.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to:

- (a) keep garbage receptacles and receptacles for recyclable materials in Garbage Room (B); and

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- (b) store garbage and recyclable materials in Garbage Room (B); and
- (c) use the leveller located outside Garbage Room (A) to transport garbage and recyclable materials into Garbage Room (B).

18.2 Strata Management Statement

The Grantor, the Grantee and its Authorised Users must comply with any requirements under a Strata Management Statement regarding the use of Garbage Room (B) or the storage and disposal of garbage and recyclable materials in Garbage Room (B).

18.3 Obligations when exercising rights

When they exercise their rights or comply with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to Garbage Room (B) or the Lot Burdened; and
- (c) promptly rectify any damage caused to Garbage Room (B) or the Lot Burdened while exercising rights or complying with obligations under this easement; and
- (d) immediately remove any garbage or recyclable materials which they spill in Garbage Room (B) and clean the affected area.

19 Terms of easement for service vehicles numbered 15 in the Plan

19.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users the right to use the Easement Site:

- (a) in respect of EnergyAustralia, exercising rights or complying with obligations under the easements numbered 3 and 4 in the Plan; and
- (b) for the purpose of parking vehicles used by service providers who are servicing the Lot Benefited; and
- (c) for any periods during which the Grantee or an Authorised User exercises its rights or complies with its obligations under this easement; and
- (d) by vehicles with a maximum tonnage not exceeding 15 tonnes.

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

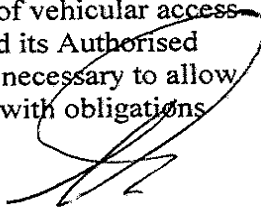
19.2 Obligations of the Grantee

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and
- (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement.

19.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into Jones Bay Wharf. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee (and its Authorised Users) to exercise rights and comply with obligations under this easement.



20 Terms of easement for access (B) variable width numbered 16 in the Plan

20.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass to and from the Easement Site:

- (a) at all times; and
- (b) for all lawful purposes; and
- (c) on foot or with wheelchairs or other disabled access aids.

20.2 Obligations of the Grantee

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

- (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement.

21 Terms of easement for access to and use of Plant and Equipment variable width numbered 17 in the Plan

21.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to access and use the Plant and Equipment for the supply of airconditioning services to the Lot Benefited.

21.2 Strata Management Statement

The Grantor, the Grantee and its Authorised Users must comply with any requirements under a Strata Management Statement regarding use of and payment of costs for the Plant and Equipment.

22 Terms of easement for access (C) variable width numbered 18 in the Plan

22.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to pass and repass over the Easement Site for the purposes of vehicular access and temporary parking on the Easement Site:

- (a) in an emergency (but only for the period of the emergency); and
- (b) while loading, unloading or servicing a vessel berthed in a Lot Benefited (but only while that activity is being carried out); and
- (c) while carrying out maintenance to marine structures in Jones Bay Wharf (but only while that activity is being carried out).

22.2 Obligations of the Grantee

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and
- (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement.

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP 835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113 DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

22.3 Security

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security bollards or other security devices to regulate vehicle access into the Easement Site. The Grantor agrees to provide the Grantee and its Authorised Users with access to security bollards or other devices as necessary to allow the Grantee (and its Authorised Users) to exercise rights and comply with obligations under this easement.

22.4 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of parts of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

22.5 Strata Management Statement

The Grantor, the Grantee and its Authorised Users must comply with any requirements under a Strata Management Statement regarding use of the Easement Site.

22.6 Suspension of rights and obligations

Despite any other provision in this easement, the rights and obligations of the Grantee and Grantor under this easement in respect of that part of the Easement Site in lot 22 in strata plan no. 69951 are suspended until the earlier of 30 June 2004 or the date of registration of strata plan no. 70641.

23 Terms of positive covenant numbered 19 in the Plan

23.1 Use of the term Lot Burdened

For the purposes of this positive covenant, a reference to "Lot Burdened" is a reference to the lots burdened by easements numbered 1, 6, 7, 8 and 9 in the Plan.

23.2 Perform Works

Subject to clause 4.4 ("Complying with obligations"), each Grantor must carry out such Works as are applicable to the surfaces, improvements, plant, equipment, lighting and utilities erected on or contained in the Lot Burdened.

23.3 Payment for Works

Subject to clause 4.3 ("Costs regulated under a Strata Management Statement"), each Grantor is solely responsible for the cost of Works performed on the Lot Burdened.

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

23.4 Insurances

Each Grantor must effect at its cost proper and adequate insurances with a reputable insurer for the following risks:

- (a) loss or damage from any cause to the Easement Site on the Lot Burdened; and
- (b) death of or injury to or loss or damage to property of any person on the Easement Site on the Lot Burdened including death, injury, loss or damage arising out of or in the course of or caused by the exercise of the Grantor or any Authorised Users of its right.

23.5 Indemnity and release

The Grantor indemnifies and holds harmless and agrees to keep indemnified and hold harmless the Grantee and the Grantee's servants, agents, contractors, employees and invitees from and against any claim, loss or damage of whatever nature and however caused, suffered or incurred in connection with entry on the Easement Site in the Lot Burdened.

23.6 Variations to positive covenant

The Grantee is the authority empowered to release, vary or modify this positive covenant.

24 Terms of restriction on the use of land numbered 20 in the Plan

24.1 Obligations of the Grantor

The Grantor must not carry out, or permit to be carried out, the construction, installation, placement or encroachment of any structure or fixture on the Lot Burdened below the toe of the deepest pile (from time to time) unless consented to by the Grantee.

24.2 Variations to restriction

The Grantee is the authority empowered to release, vary or modify this positive covenant.

DP1050360

Plan of subdivision of lot 12 DP 883135, lot 34 DP
835994, lots 2, 3, 5, 7, 8 & 9 DP 1002200, lot 113
DP 872490 and easements within lot 13 DP 883135
Lengths are in metres

SIGNING PAGE

RICHARD JAMES CLARK

Signed by ~~RON BATEMAN~~ 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

Jenny Hillier
02/5 Ithaca Road, Elizabeth Bay NSW

Signed by ~~Minister for Planning NSW~~ The Honourable Craig Knowles M.P., Minister
for Infrastructure and Planning and Minister for Natural Resources for the
State of New South Wales

as delegate for the Minister for
Infrastructure and Planning and Minister
for Natural Resources.

Signature of witness

SIGNED SEALED AND DELIVERED)

for and on behalf of)

ENERGY AUSTRALIA by

Kenneth Greene-Smith)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4290)

No. 806)
61)
4368)

Witness

Aileen James Elmer)
c/- 570 George Street)
Sydney)

Attorney

REGISTERED 3.10.2003



STRATA CERTIFICATE

Name of General/Registered Certifier: **GORDON WREN**
 Being satisfied that the requirements of the Strata Schemes
 (Management, Administration and Enforcement) Act 1985
 have been complied with, approve of the proposed:

* strata plan/development/alteration
 as shown in the annexure to this certificate.

* strata plan/development/alteration/development/alteration
 as shown in the annexure to this certificate.

* strata plan/development/alteration/development/alteration
 as shown in the annexure to this certificate.

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 as shown in the annexure to this certificate.

* strata plan/development/alteration/development/alteration
 as shown in the annexure to this certificate.

SURVEYOR'S CERTIFICATE

I, **ANDREW P. MASON**
 of **FRANK M. MASON & CO. PTY LTD**
 DX 3511 MILSON'S POINT
 a surveyor registered under the Surveyors Act, 1928, hereby certify that:

(1) each applicable requirement of
 Schedule 14 to the Strata Schemes (Management, Administration and Enforcement) Act 1985
 has been met.

(2) a building encroaches on a public place:
 * (a) the building encroaches on a public place,
 in respect of which encroachment on appropriate assessment:
 * has been created by registered DP 1050360

a to be created under section 88B of the Conveyancing Act 1919

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

Signature: *Andrew P. Mason*
 Date: *18/09/09*

* Delete if inapplicable
 * State whether dealing or plan, and quote registered number.
 THIS IS SHEET 1 OF MY PLAN IN 9 SHEETS

Signature: *Andrew P. Mason*
 Date: *18/09/09*

Signature: *Andrew P. Mason*
 Date: *18/09/09*

Signature: *Andrew P. Mason*
 Date: *18/09/09*

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 Date: *18/09/09*

Signature: *Andrew P. Mason*
 Date: *18/09/09*

SCHEDULE OF UNIT ENTITLEMENT

LOT	UFE
1	255
2	235
3	235
4	335
5	288
6	213
7	371
8	371
9	371
10	371
11	250
12	278
13	473
14	473
15	437
16	370
17	440
18	440
19	395
20	60
21	140
22	2910
AGG	9711

PLAN OF SUBDIVISION OF LOT 2 DP 1050360

L.G.A. SYDNEY Suburb/Locality: PYRMONT

Parish: ST ANDREW County: CUMBERLAND

Name of, and address for THE OWNERS
 STRATA PLAN No 69951
 WHARVES 19,20 & 21
 (Address required on original strata plan only.)
 PIRRAMA ROAD, PYRMONT NSW 2009

Registered: 21 9.10.2003

Purpose: STRATA PLAN

Ref. Map: UB45-113 #

Last Plan: (DP 835994 #)
 ROLL PLAN 138 #
 DP 1050360

FOR LOCATION PLAN SEE SHEETS 2 TO 4

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

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 337 PAGES
 THIS SCHEME CONTAINS A DEVELOPMENT CONTRACT COMPRISING 51 SHEETS.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT, 1919 & SEC 6 (4) OF STRATA SCHEMES
 (LEASEHOLD DEVELOPMENT) ACT, 1986, IT IS INTENDED TO CREATE:
 1. RESTRICTION ON THE USE OF LAND.

Signed by **KON BATEMAN** 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 Kon Bateman (delegate)
 Signature of witness

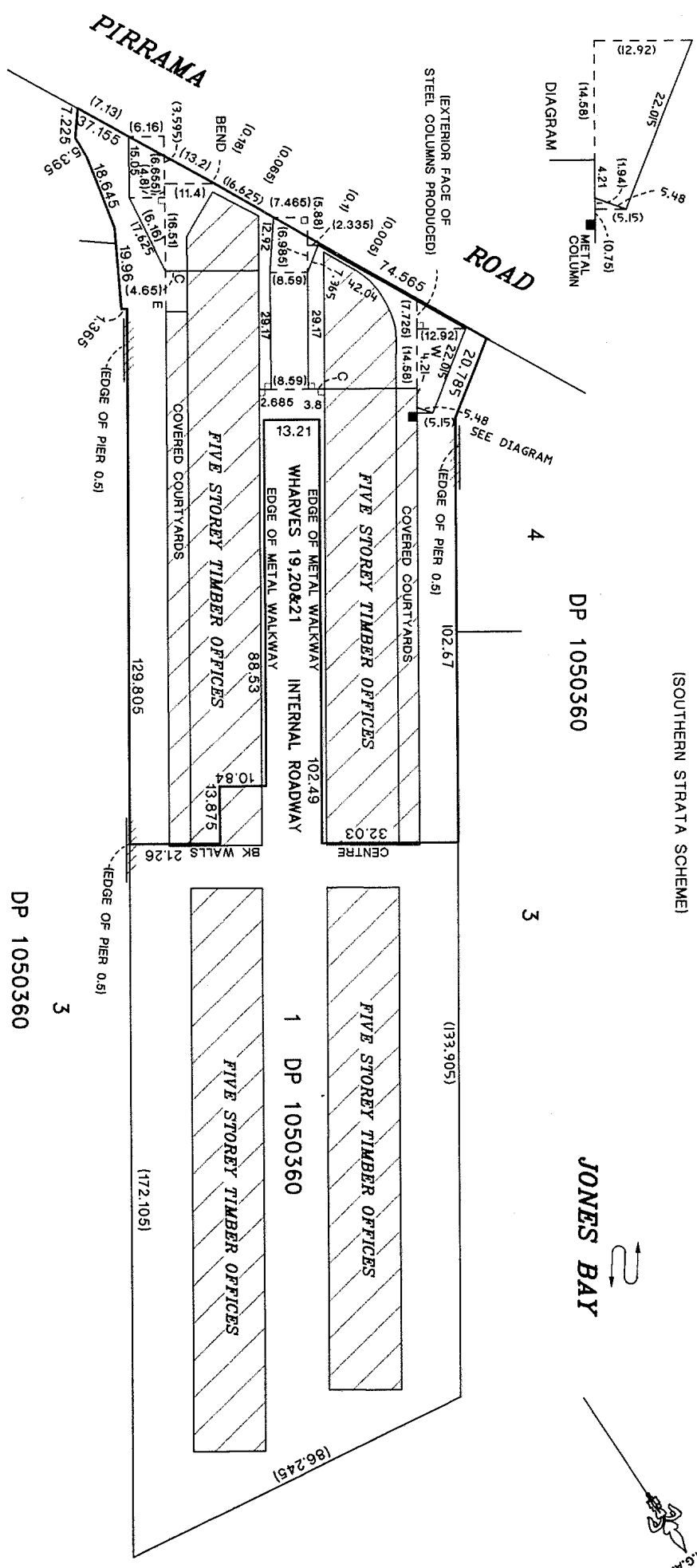
LOCALITY PLAN
LEVEL 1

(SOUTHERN STRATA SCHEME)

SP699951



JONES BAY



- NOTES:
 1. LOT 2 IS LIMITED IN HEIGHT AND DEPTH TO VARIOUS STRATUMS
 SEE DP1050360 FOR STRATUM LIMITS

2. SEE DP1050360 FOR EASEMENTS APPURTENANT TO AND AFFECTING THE SUBJECT LAND.

3. W DENOTES PROLONGATION OF WESTERN FACE OF STEEL COLUMNS.
 C DENOTES PROLONGATION OF CENTRELINE OF BRICK WALL.
 E DENOTES PROLONGATION OF EASTERN EXTERIOR FACE OF STEEL COLUMNS.
 -d DENOTES 90°

DP 1050360

DP 1050360

DP 1050360



JONES BAY

Reduction Ratio 1:1000

29488-36 Lengths are in metres



Richard W. ...
 Registered Surveyor

SEE MINUTE PAPERS
 Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 29488SP2

LOCALITY PLAN
LEVEL 2

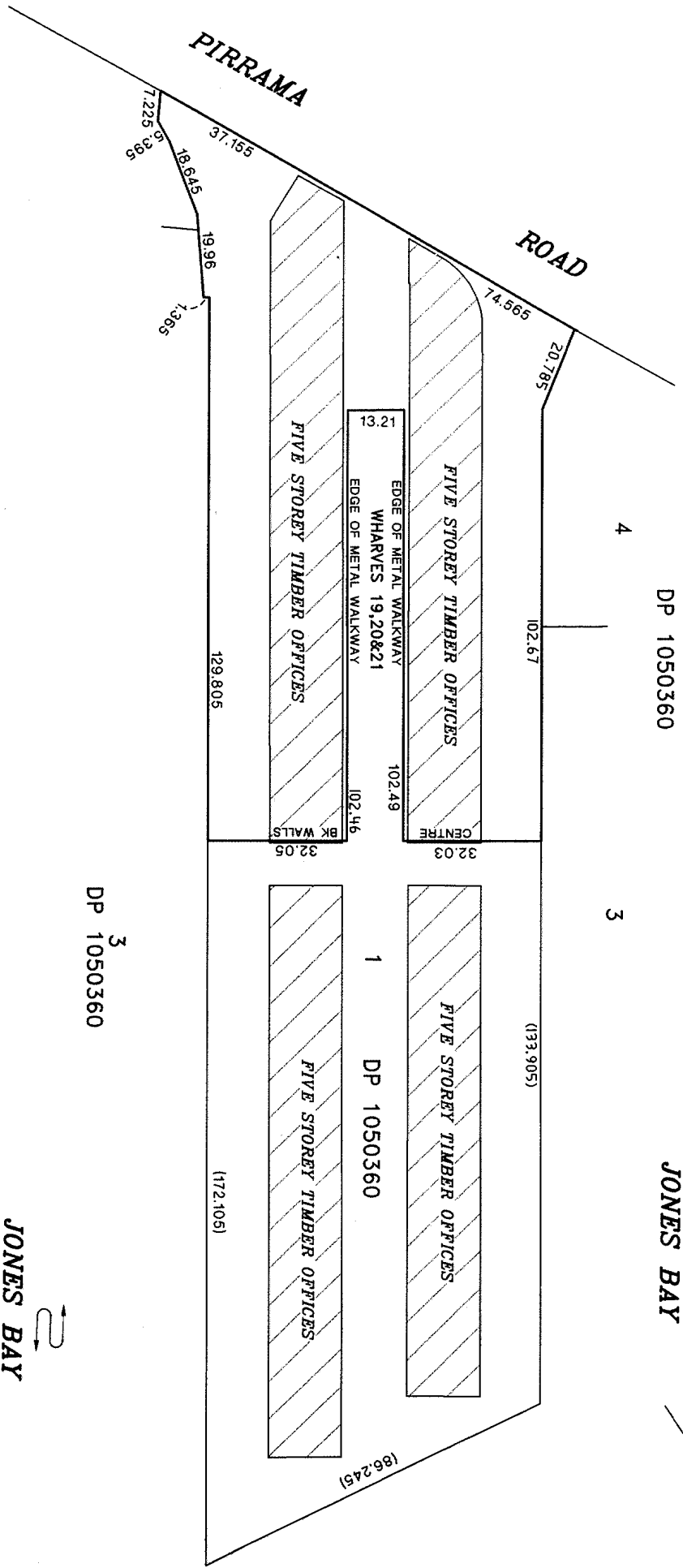
(SOUTHERN STRATA SCHEME)

SP69951

JONES BAY



JONES BAY



- NOTES:
1. LOT 2 IS LIMITED IN HEIGHT AND DEPTH TO VARIOUS STRATUMS
SEE DP1050360 FOR STRATUM LIMITS
 2. SEE DP1050360 FOR EASEMENTS APPURTENANT TO AND AFFECTING
THE SUBJECT LAND.

Reduction Ratio 1:1000

29488-37 Lengths are in metres

Kudrow-Watson
Registered Surveyor

SEE MINUTE PAPERS
Authorised person/General Manager/ Accredited Certifier

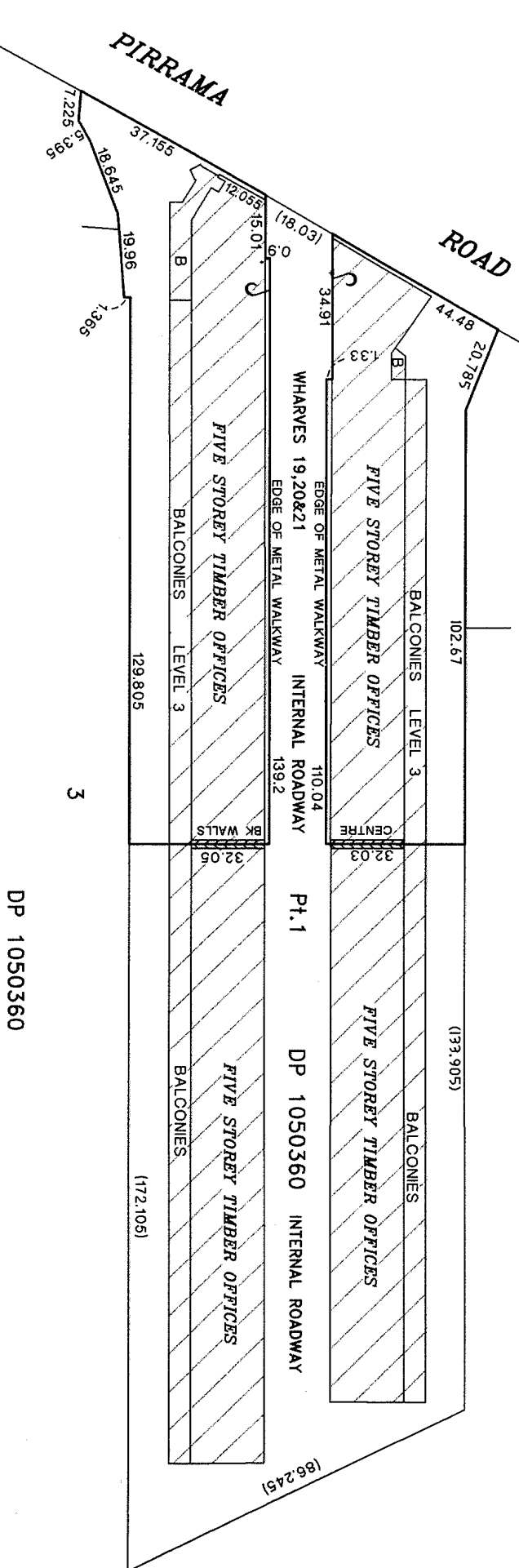


LOCALITY PLAN
LEVELS 3, 4 & 5
(SOUTHERN STRATA SCHEME)

SP69951

JONES BAY

4 DP 1050360 3



- NOTES:
1. LOT 2 IS LIMITED IN HEIGHT AND DEPTH TO VARIOUS STRATUMS
SEE DP1050360 FOR STRATUM LIMITS
 2. SEE DP1050360 FOR EASEMENTS APPURTENANT TO AND AFFECTING
THE SUBJECT LAND.
 3. B DENOTES BALCONY

Reduction Ratio 1:1000

29488-38 Lengths are in metres

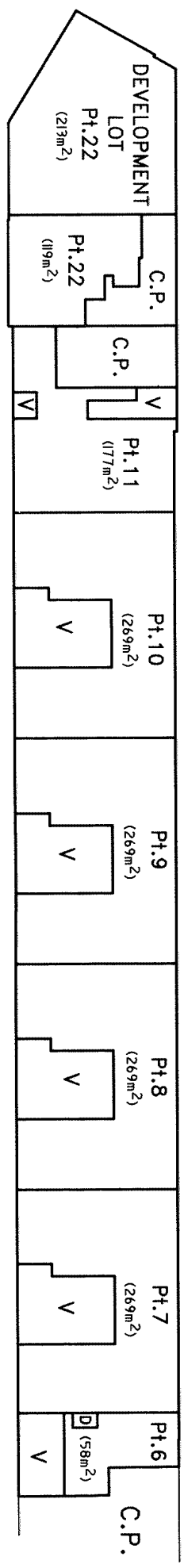
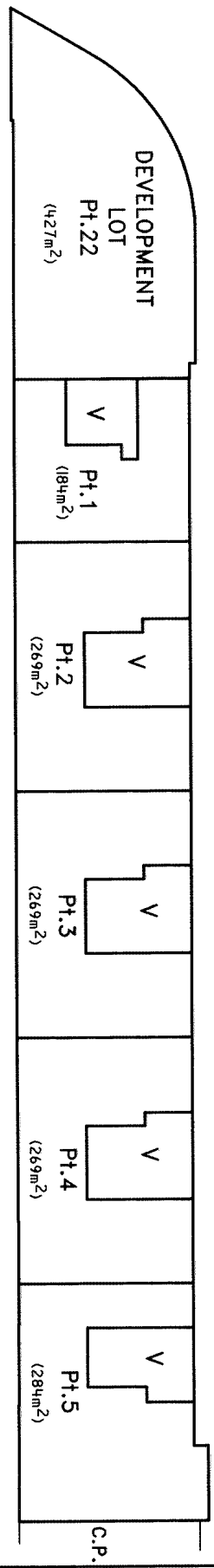
Kudva Hosen
Registered Surveyor

SEE MINUTE PAPERS
Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 29488SP2



SP69951



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. C.P. DENOTES COMMON PROPERTY
 3. V DENOTES VOID TO FLOOR BELOW.
 4. D DENOTES DUCT (COMMON PROPERTY).

LEVEL 2

Reduction Ratio 1:400

Lengths are in metres

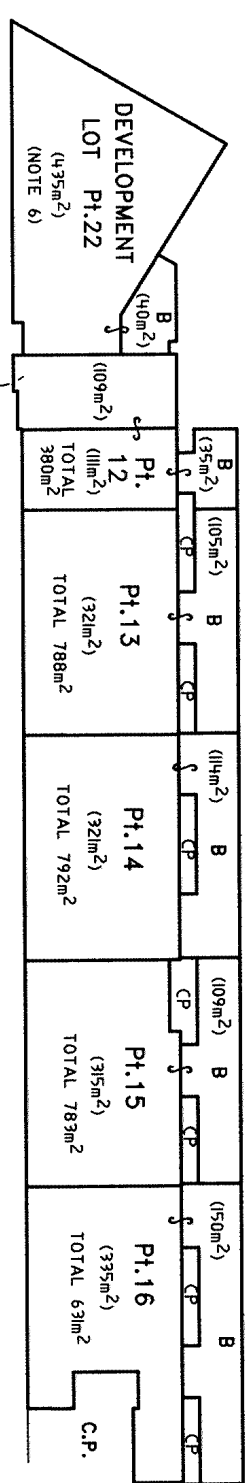


Budross Weber
 Registered Surveyor

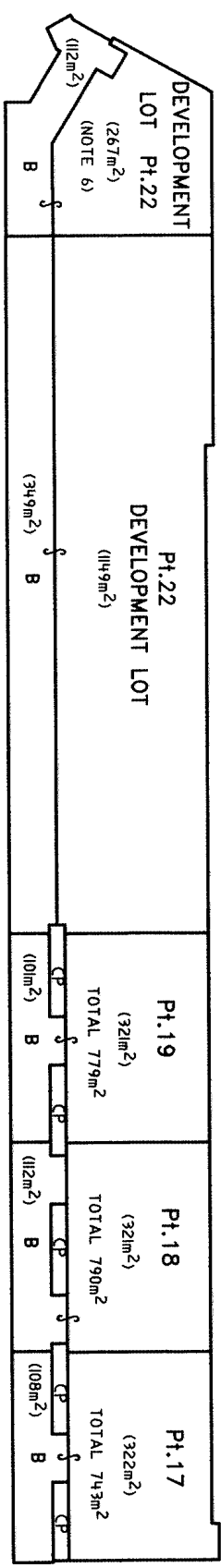
John Doe
 Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 294885SP2

SP69951



SEE NOTE 5



LEVEL 3

- NOTES:
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 - C.P. DENOTES COMMON PROPERTY
 - B DENOTES BALCONY WHICH IS LIMITED TO 2.7 METRES ABOVE ITS FLOOR UNLESS OTHERWISE NOTED.
 - ALL HERITAGE FACADES REMAIN COMMON PROPERTY WHETHER SHOWN OR NOT.
 - THE STRATUM OF THIS PART OF LOT 12 EXTENDS FROM THE UPPER SURFACE OF ITS FLOOR TO THE UNDERSIDE OF THE CORRUGATED METAL ROOF, EXCLUDING STRUCTURAL TIMBER BEAMS WHICH REMAIN COMMON PROPERTY.
 - THE STRATUM OF THIS PART OF LOT 22 INCLUDING BALCONIES, WHERE NOT COVERED, IS LIMITED TO 5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE OR TIMBER FLOOR.

Reduction Ratio 1:500

Lengths are in metres

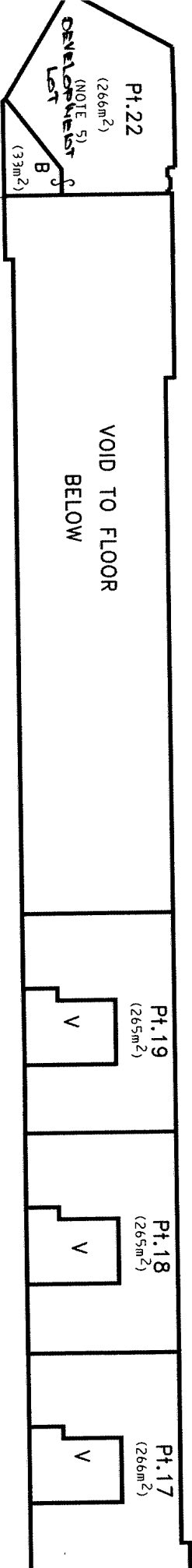
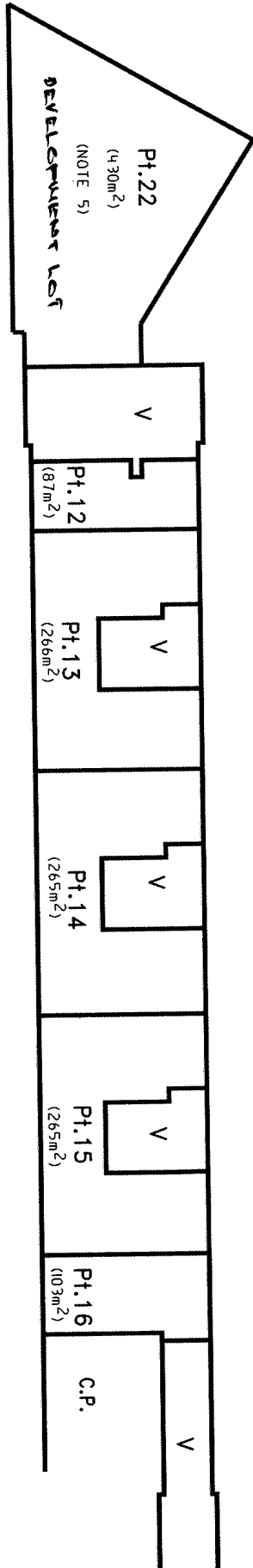
Andrew Warren
Registered Surveyor

John De
Accredited person/General Manager/Accredited Certifier



SP69951

M.G.A.



LEVEL 4

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. C.P. DENOTES COMMON PROPERTY
 3. V DENOTES VOID TO FLOOR BELOW.
 4. B DENOTES BALCONY WHICH IS LIMITED TO 2.7 METRES ABOVE ITS FLOOR UNLESS OTHERWISE NOTED.
 5. THIS PART OF LOT 22 IS LIMITED IN HEIGHT TO 4 METRES ABOVE ITS CONCRETE FLOOR WHERE NOT COVERED BY THE FLOOR ABOVE.

Reduction Ratio 1:400 29488203

Lengths are in metres



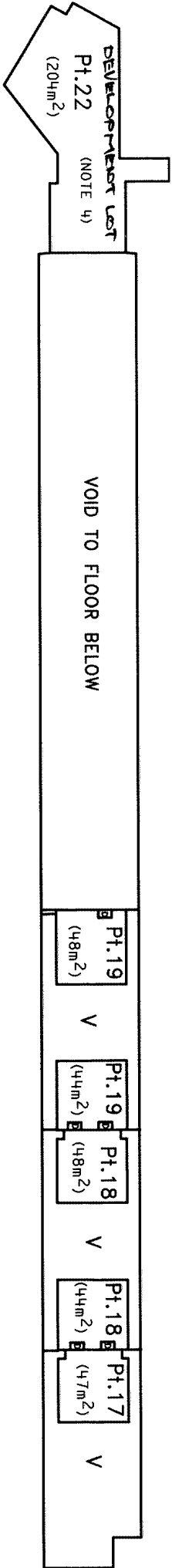
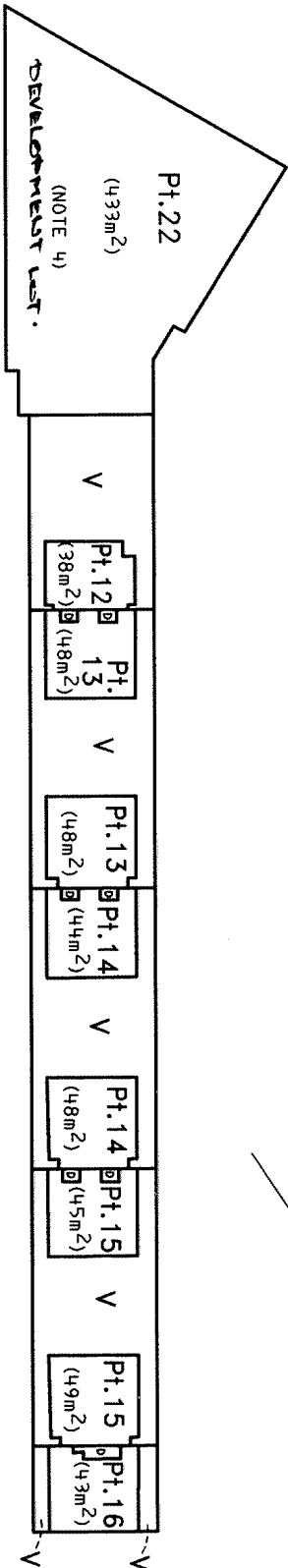
Rudolf Wess
Registered Surveyor

Johanna
Authorised person/Agent/Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 294885P2

PLAN AMENDED BY SURVEYOR 21/1/08

SP69951



LEVEL 5

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA TITLES (LEASEHOLD DEVELOPMENT) ACT ONLY.
 2. V DENOTES VOID TO FLOOR BELOW.
 3. D DENOTES DUCT (COMMON PROPERTY).
 4. THIS PART OF LOT 22 IS LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS CONCRETE FLOOR AND IN HEIGHT TO 8 METRES ABOVE THIS CONCRETE FLOOR.

Reduction Ratio 1:400

Lengths are in metres

Androsheer
 Registered Surveyor

Johanna
 Authorised person/General Manager/Accredited Certifier



PLAN APPROVED BY SURVEYOR *Blacks*

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

Plan of subdivision of lot 2 DP1050360
Lengths are in metres

SP69951

PART 1 - CREATION

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

Sydney Harbour Foreshore Authority
137 Pyrmont Street
PYRMONT NSW 2009

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 the use of land	Lots 1 to 21	Council of the City of Sydney

SP69951

PART 2 - TERMS

1 Terms of restriction on the use of land numbered 1 in the Plan

1.1 Use

Lots 1 to 21 in the Plan must not be used for Residential Development or any other purpose except for Business Uses.

1.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

1.3 Interpretation

In this restriction on the use of land:

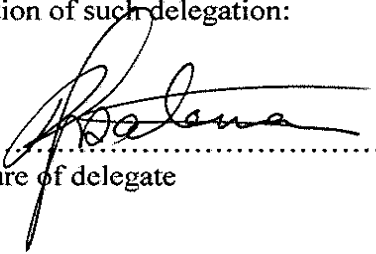
Business Uses means business uses as defined in the Sydney Regional Environmental Plan No. 26 - City West or business uses as otherwise permitted by law.

Residential Development means residential development as defined in the Sydney Regional Environmental Plan No. 26 - City West.

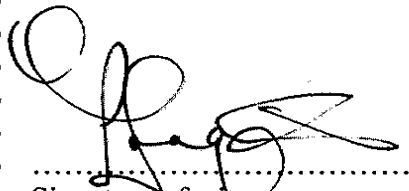
SP69951

SIGNING PAGE

Signed by **RON BATEMAN** 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)

GEORGE CHRIS PANAGAKIS.

SIGNED by **ALAN BRIGHT**)
a duly Authorised Person of the)
COUNCIL OF THE CITY OF)
SYDNEY pursuant to the authority)
listed in the City of Sydney Register)
of Delegations dated 5 August 2003)
in the presence of:)



.....
Signature of witness)

STEPHEN J LONGHURST)
.....
Name of witness (block letters))



.....
Signature of Authorised Person)
Area Planning Manager)



MALLESONS STEPHEN JAQUES

SP69951

19²⁰21
JONES BAY WHARF

Strata Development Contract for Commercial South

Approved Form 15 and 15A Strata Schemes (Leasehold Development)
Act 1986

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Strata Development Contract for Commercial South at Jones Bay Wharf Contents

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Warning

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This contract contains details of a strata scheme which is proposed to be developed in two stages on the land described in it.

The Developer is only bound to complete so much of the proposed development as is identified as Warranted Development in this contract. However the Developer cannot be prevented from completing the balance of the proposed development identified as Authorised Proposals in this contract.

The schedule of unit entitlements may, on completion of the development, be revised in accordance with section 57AAA of the Development Act.

The proposed development might be varied but only in accordance with section 50 of the Development Act.

The proposed development might not be completed.

The vote of the Developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the executive committee, if the motion is about a Development Concern. Development Concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 54, 55 and 56 of the Development Act.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed in clause 2 ("Description of any non-strata land that is to be developed along with the strata scheme"). In these types of developments a document known as a Strata Management Statement will govern the relationship between the strata scheme and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

Strata Development Contract for Commercial South at Jones Bay Wharf

Description of development

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1 Description of land

The title details of the land which is to be developed under this contract is lot 2 in DP1050360. Lot 2 has been subdivided by strata plan no. 69951 and is called Commercial South.

2 Description of any non-strata land that is to be developed along with the strata scheme

The land in Jones Bay Wharf that has been developed with Commercial South comprises lots 1, 3 and 4 in DP1050360. Lot 1 has been subdivided by strata plan no. 69950 and is called Commercial North. Lot 4 has been subdivided by strata plan no. 70640 and is called the Private Berthing Facility. At the date of registration of this contract, lot 3 has not been subdivided by a strata plan. It is called the Commercial Berthing Facility.

The Strata Management Statement governs the relationship between Commercial South, Commercial North, the Private Berthing Facility and the Commercial Berthing Facility. The Strata Management Statement has already been registered and a copy may be obtained from the Registrar-General. It should be noted that a provision of this contract is void if it is inconsistent with any provision of the Strata Management Statement.

3 Description of any land proposed to be added to the scheme

The Developer does not propose to add land to the strata scheme.

4 Description of Development Lot or lots

The Development Lot is lot 22 in the Strata Plan.

5 Covenants implied in strata development contracts by the Development Act

5.1 Warranted Development

The Developer agrees with the other Parties jointly and with each of them severally:

- (a) that the Developer must carry out the development (if any) described and identified as “Warranted Development - proposed development subject to a warranty” in this contract; and

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- (b) that the Developer must carry out any such development in accordance with the covenants set out and implied in this contract.

5.2 Permission to carry out Warranted Development and Authorised Proposals

The Parties, other than the Developer, jointly and severally agree with the Developer that the Developer is permitted to carry out, in accordance with the covenants set out or implied in this contract:

- (a) the Warranted Development (if any); and
- (b) such other development as is described and identified as “Authorised Proposals - proposed development not subject to a warranty” in this contract.

5.3 Owners Corporation expenses

The Developer agrees with the Owners Corporation that the Developer will pay the reasonable expenses incurred by the Owners Corporation:

- (a) in repairing damage to common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- (b) for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- (c) for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision; and
- (d) for any amounts due under the Strata Management Statement that are connected with the carrying out of the permitted development.

5.4 Standard of development

The Developer agrees with the other Parties that:

- (a) the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- (b) heights of buildings, other structures and works and the density of development

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

5.5 Unauthorised use of the parcel

The Developer agrees with the other Parties that the Developer will not use any part of the parcel or cause any part of the parcel to be used except:

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- (a) to the extent necessary to carry out the development permitted to be carried out by this contract; or
- (b) to such other extent as may be specified in the contract.

5.6 Restoration of common property

The Developer agrees with the other Parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

5.7 Restoration of Development Lot

The Developer agrees with the other Parties to make good, as soon as is practicable, any damage to a Development Lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, “**damage**” does not include damage necessarily resulting from having carried out (in accordance with this contract) development that is permitted by the contract to be carried out.

5.8 Additional covenants for vertical staged development

If the contract permits development to be carried out with a Development Lot that is wholly or partly above or below a part of the parcel that is not a Development Lot, the Developer agrees with the other Parties:

- (a) to minimise any disruption caused to other occupiers of the parcel by the carrying out of the permitted development or otherwise; and
- (b) to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- (c) to keep the Developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the *Strata Schemes Management Act 1996* (NSW) against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

Strata Development Contract for Commercial South at Jones Bay Wharf

Stage 1

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6 Warranted Development - proposed development subject to a warranty

6.1 Description of development

The Developer has completed construction of stage 1 at the date of registration of this contract. The development in stage 1 comprises 21 commercial leasehold lots and the Development Lot. The Developer does not warrant other arrangements under this clause 6.1 because the Developer has completed development of stage 1 at the date of registration of this contract.

6.2 Common property amenities

The Developer does not warrant arrangements under this clause 6.2 because the Developer has completed development of stage 1 at the date of registration of this contract.

6.3 Schedule of lots

The composition of lots in stage 1 is:

Lots	Description
1 to 21	Commercial strata leasehold lots.
22	Development Lot.

6.4 Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and Development Lots during development

The Developer does not warrant arrangements under this clause 6.4 because the Developer has completed development of stage 1 at the date of registration of this contract.

6.5 Landscaping

The Developer does not warrant arrangements under this clause 6.5 because the Developer has completed development of stage 1 at the date of registration of this contract.

6.6 Schedule of materials and finishes

The Developer does not warrant arrangements under this clause 6.6 because the Developer has completed development of stage 1 at the date of registration of this contract.

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6.7 Vertical staging

Vertical staging in stage 1 will occur in respect of that part of the Development Lot on levels 2, 3, 4 and 5 of the Strata Plan. That part of the Development Lot on level 3 is above lots 9, 10 and 11 (on level 2 of the Strata Plan). That part of the Development Lot on level 2 is above lot 20 (on level 1 of the Strata Plan).

6.8 Contribution to common property expenses

Until the Development Lot is subdivided by a strata plan of subdivision, the Developer:

- (a) is not required to contribute to common property expenses in respect of the Development Lot; and
- (b) must contribute to common property expenses in respect of lots (other than the Development Lot) which are developed and retained in the ownership of the Developer, and then only in accordance with the schedule of unit entitlements for Commercial South.

6.9 Proposed by-laws

The by-laws for stage 1 have been registered and copies are available from the Registrar-General.

6.10 Proposed management agreements

The Developer intends, but is not obliged, to procure the Owners Corporation to enter into management agreements (other than those required by Government Agencies or services providers):

- (a) with a strata managing agent; and
- (b) with a building manager according to the by-law titled "Agreement with the Building Manager".

The Developer intends, but is not obliged, to procure the Owners Corporation, in its capacity as a member of the building management committee constituted under the Development Act and the Strata Management Statement, to enter into management agreements (other than those required by Government Agencies or services providers):

- (c) according to the clauses in the Strata Management Statement titled "Agreement with the Building Manager" and "Agreement with the Strata Manager"; and
- (d) with service contractors for shared facilities as contemplated in the Strata Management Statement.

6.11 Proposed covenants, easements or dedications

Covenants and easements which burden common property in favour of Government Agencies and other lots in Jones Bay Wharf have been registered with DP 1050360. Copies are available from the Registrar-General.

7 Authorised Proposals - proposed development not subject to a warranty

There are no Authorised Proposals for stage 1.

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Strata Development Contract for Commercial South at Jones Bay Wharf

Stage 2

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8 Warranted Development - proposed development subject to a warranty

8.1 Description of development

The development in stage 2 will comprise:

- (a) eight commercial strata leasehold lots; and
- (b) six retail strata leasehold lots; and
- (c) 24 carpark leasehold strata lots.

The building in stage 2 will have a basement and five levels. The architectural style for stage 2 will be generally as set out in the concept plan in schedule 1 of this contract.

8.2 Common property amenities

The common property amenities for stage 2 include:

- (a) a lift servicing lots created by registration of the strata plan of subdivision; and
- (b) a lift and stairway (which will be available for 24 hours public access according to the easements registered with DP1050360).

8.3 Schedule of commencement and completion

The Developer warrants that the works for stage 2:

- (a) have commenced at the date of registration of this contract; and
- (b) will be completed by 30 June 2004.

8.4 Schedule of lots

The composition of lots in stage 2 is:

Lots	Description
23 to 40	Carpark strata leasehold lots.
41 to 46	Retail strata leasehold lots.
47 to 54	Commercial strata leasehold lots.

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8.5 Working hours

The hours during which the Developer may carry out works are those specified in the Development Consent.

8.6 Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and Development Lots during development

Arrangements for the construction and development of stage 2 are that the Developer (and persons authorised by the Developer) will:

- (a) gain access to and exit from the Development Lot by foot and vehicles via Pirrama Road, common property and the vehicle accessways on the lower deck and upper deck of Jones Bay Wharf; and
- (b) park vehicles in the Development Lot and other lots in Jones Bay Wharf owned by the Developer.

8.7 Landscaping

There is no landscaping in stage 2.

8.8 Schedule of materials and finishes

The western side of the stage 2 building will be constructed of:

- (a) external timber terraces; and
- (b) concrete framed building; and
- (c) glass curtain wall; and
- (d) timber and steel slatted external sun shading; and
- (e) metal roof.

The eastern side of the stage 2 buildings will comprise:

- (f) refurbished brickwork to the façade; and
- (g) glass lift to the façade; and
- (h) metal roof; and
- (i) external glass and steel stair; and
- (j) external timber terraces.

8.9 Vertical staging

Vertical staging in stage 2 will occur in respect of that part of the Development Lot on levels 2, 3, 4 and 5 of the Strata Plan. That part of the Development Lot on level 3 is above lots 9, 10 and 11 (on level 2 of the

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Strata Plan). That part of the Development Lot on level 2 is above lot 20 (on level 1 of the Strata Plan).

8.10 Contribution to common property expenses

Until the Development Lot is subdivided by a strata plan of subdivision, the Developer:

- (a) is not required to contribute to common property expenses in respect of the Development Lot; and
- (b) must contribute to common property expenses in respect of lots (other than the Development Lot) which are developed and retained in the ownership of the Developer, and then only in accordance with the schedule of unit entitlements for Commercial South.

8.11 Proposed by-laws

The Developer does not propose to create additional by-laws on registration of the strata plan of subdivision for stage 2. The by-laws already registered with the Strata Plan will apply. Those by-laws create exclusive use and special privilege rights over common property in favour of lots in the strata plan of subdivision (which do not come into effect until registration of the strata plan of subdivision).

8.12 Proposed management agreements

The Developer intends, but is not obliged, to procure the Owners Corporation to enter into management agreements (other than those required by Government Agencies or services providers):

- (a) with a strata managing agent; and
- (b) with a building manager according to the by-law titled "Agreement with the Building Manager".

The Developer intends, but is not obliged, to procure the Owners Corporation, in its capacity as a member of the building management committee constituted under the Development Act and the Strata Management Statement, to enter into management agreements (other than those required by Government Agencies or services providers):

- (c) according to the clauses in the Strata Management Statement titled "Agreement with the Building Manager" and "Agreement with the Strata Manager"; and
- (d) with service contractors for shared facilities as contemplated in the Strata Management Statement.

The Developer may procure the Owners Corporation to enter into the agreements contemplated in this clause 8.12 in stage 1 (ie before subdivision of the Development Lot).

8.13 Proposed covenants, easements or dedications

The Developer intends to lodge for registration with the strata plan of subdivision the easements and restrictions in or to the effect of those set out in the instrument in schedule 2. The instrument sets out the lots and common property which will be burdened and benefited by the easements and restrictions on use.

9 Authorised Proposals - proposed development not subject to a warranty

There are no Authorised Proposals for stage 2.

10 Date of conclusion of development scheme

The Developer must complete all Warranted Development by 30 June 2004.

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Strata Development Contract for Commercial South at Jones Bay Wharf Dictionary

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11 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised Proposal means development which the Developer is authorised to carry out but cannot be compelled to carry out.

Commercial Berthing Facility means lot 3 in DP1050360.

Commercial North means strata scheme no. 69950, created on the subdivision by strata plan of lot 1 in DP1050360.

Commercial South means strata scheme no. 69951.

Developer means Jones Bay Wharf Pty Limited (ABN 82 092 260 743) and its successors in title for the Development Lot.

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

Development Concern means Authorised Proposals and Warranted Development.

Development Consent means:

- (a) the development consent for building works, being development consent nos DA 37/98 dated 4 March 1999 and DA 334-11-01 dated 15 July 2002, both issued by PlanningNSW (and all amendments and modifications of them); and
- (b) the development consent for strata subdivision, being development consent no. 56/03 dated _____ and issued by Council of the City of Sydney.

Development Lot means lot 22 in the Strata Plan.

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

Jones Bay Wharf means the land and buildings in Commercial South, Commercial North, the Private Berthing Facility and the Commercial Berthing Facility.

Owners Corporation means The Owners - Strata Plan No. 69951.

Parties means the persons bound by this contract according to section 28I of the Development Act.

Private Berthing Facility means strata scheme no. 70640, created on the subdivision by strata plan of lot 4 in DP1050360.

Strata Management Statement means the strata management statement for Jones Bay Wharf registered with the Strata Plan or the strata plan for Commercial North or the Private Berthing Facility.

Strata Plan means strata plan no. 69951.

Warranted Development means development which the Developer warrants to carry out and may be compelled to carry out.

12 Interpretation

12.1 References to certain terms

Unless the contrary intention appears, a reference in this contract to:

- (a) **(variations or replacement)** a document (including this contract) includes any variation or replacement of it; and
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this contract; and
- (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; and
- (d) **(singular includes plural)** the singular includes the plural and vice versa; and
- (e) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency; and
- (f) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (g) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

12.2 Headings

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

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Strata Development Contract for Commercial South

Schedule 1 - Stage 2 concept plan (clause 8.1)

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Strata Development Contract
CONCEPT PLAN
Plan of Development

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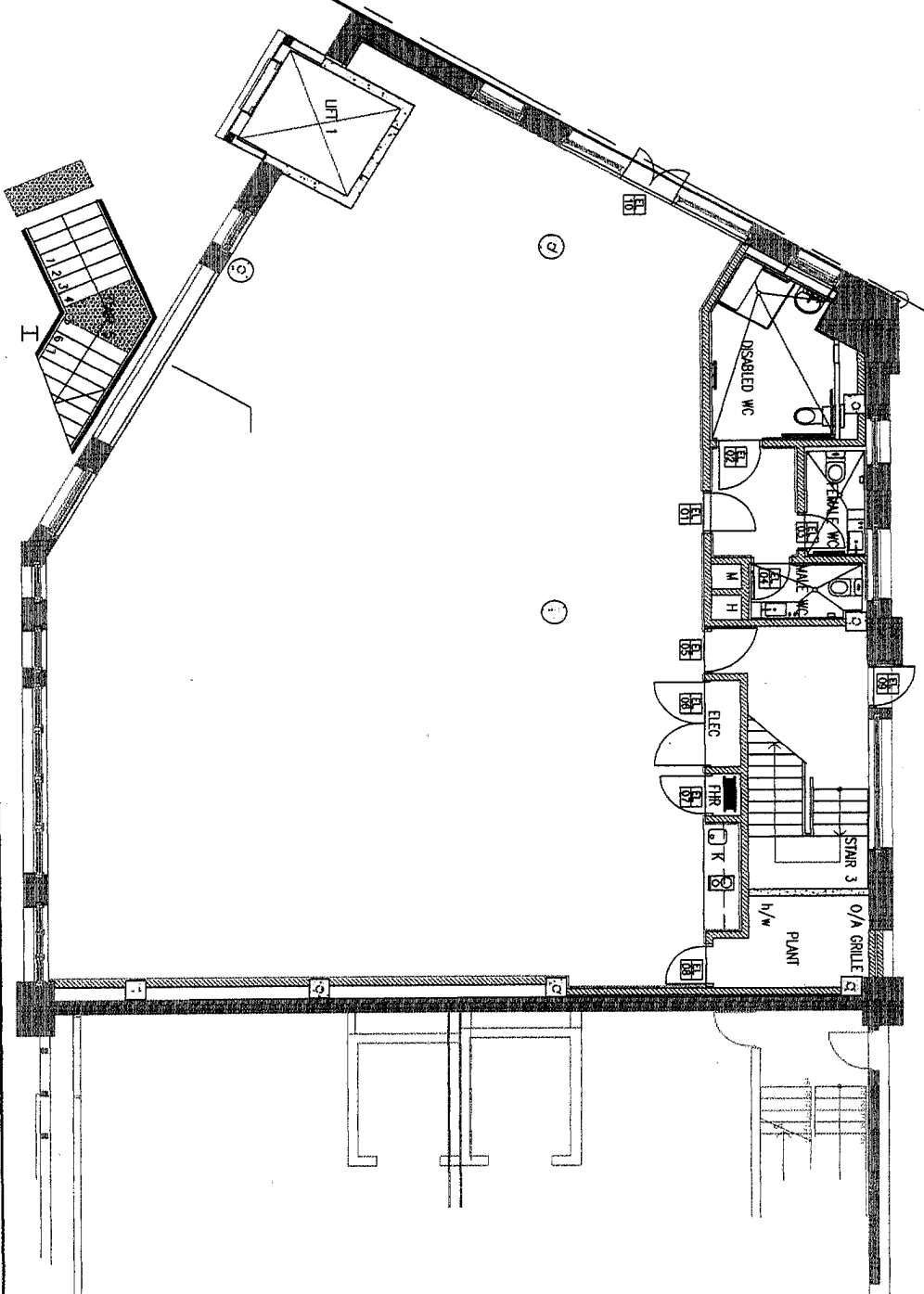
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Application No.

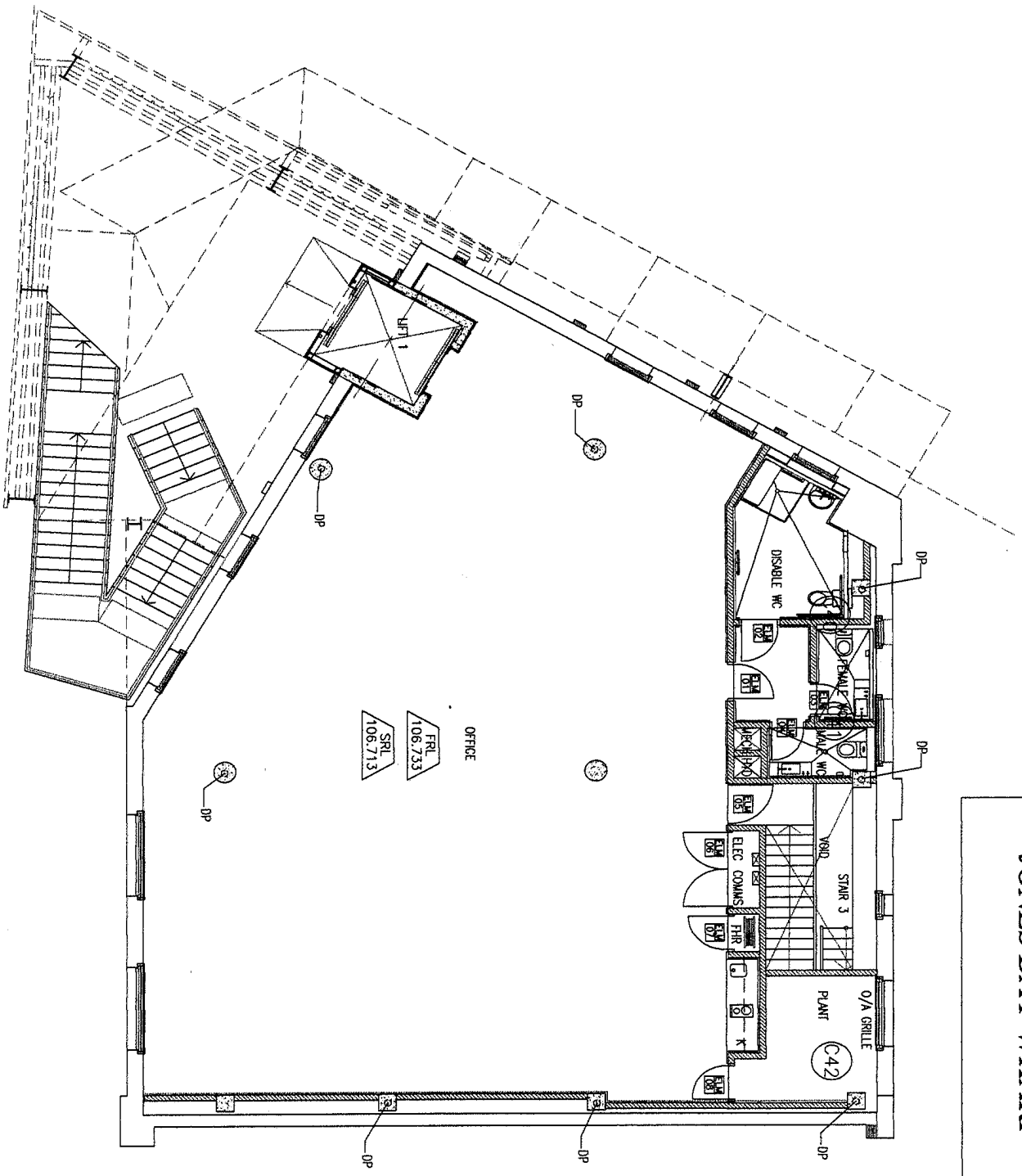
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4.10.2003



LOWER DECK GROUND PLAN-EAST



LOWER DECK MEZZANINE PLAN-EAST

Strata Development Contract
CONCEPT PLAN
Plan of Development

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Consented to
Application No.

Registered Date
9 OCT 2003

Strata Development Contract
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Plan of Development

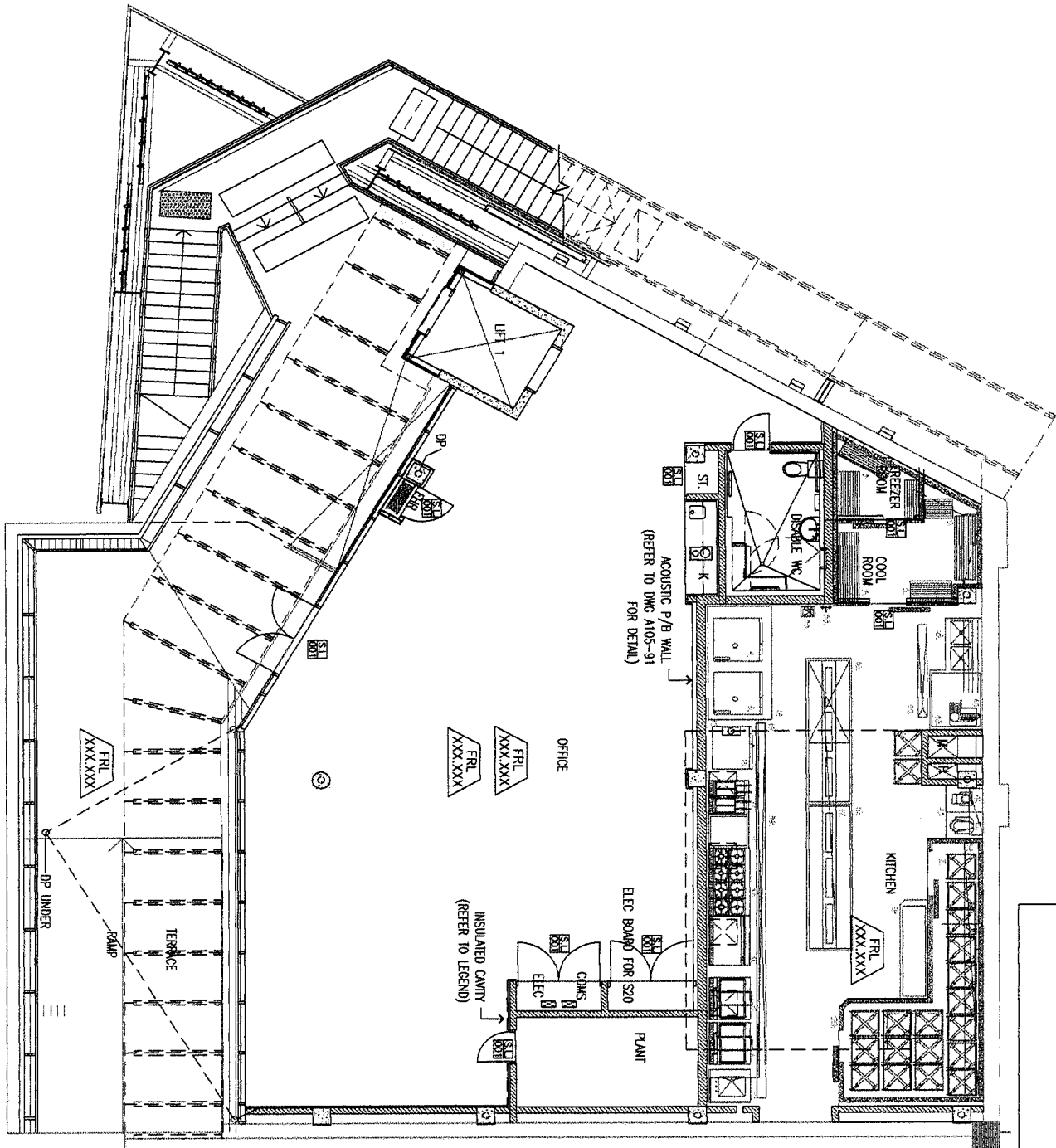
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UPPER DECK GROUND PLAN-EAST


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 Plan of Development

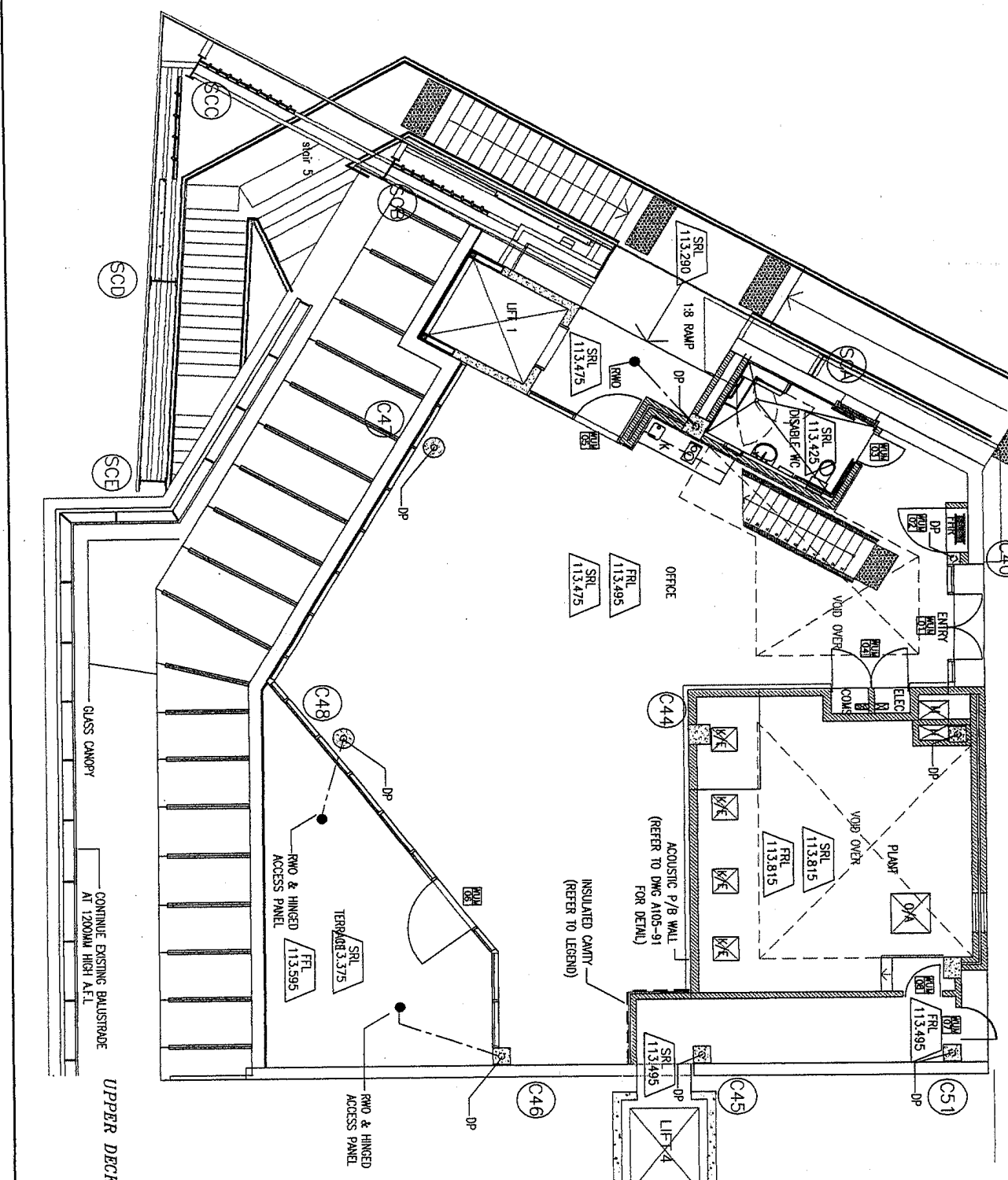
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UPPER DECK MEZZANINE PLAN-EAST

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Strata Development Contract
CONCEPT PLAN
Plan of Development

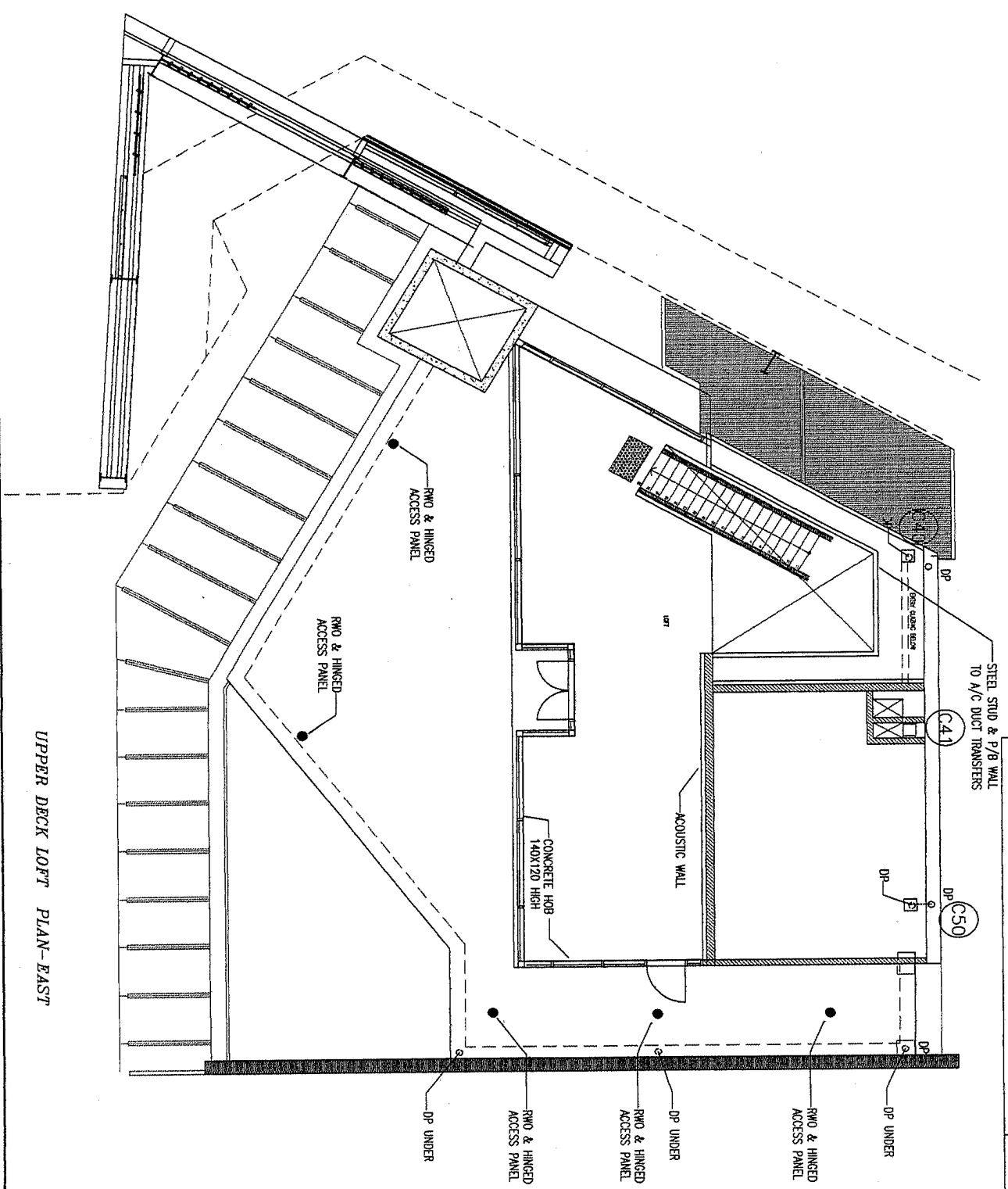
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Engineer

- 9 OCT 2003

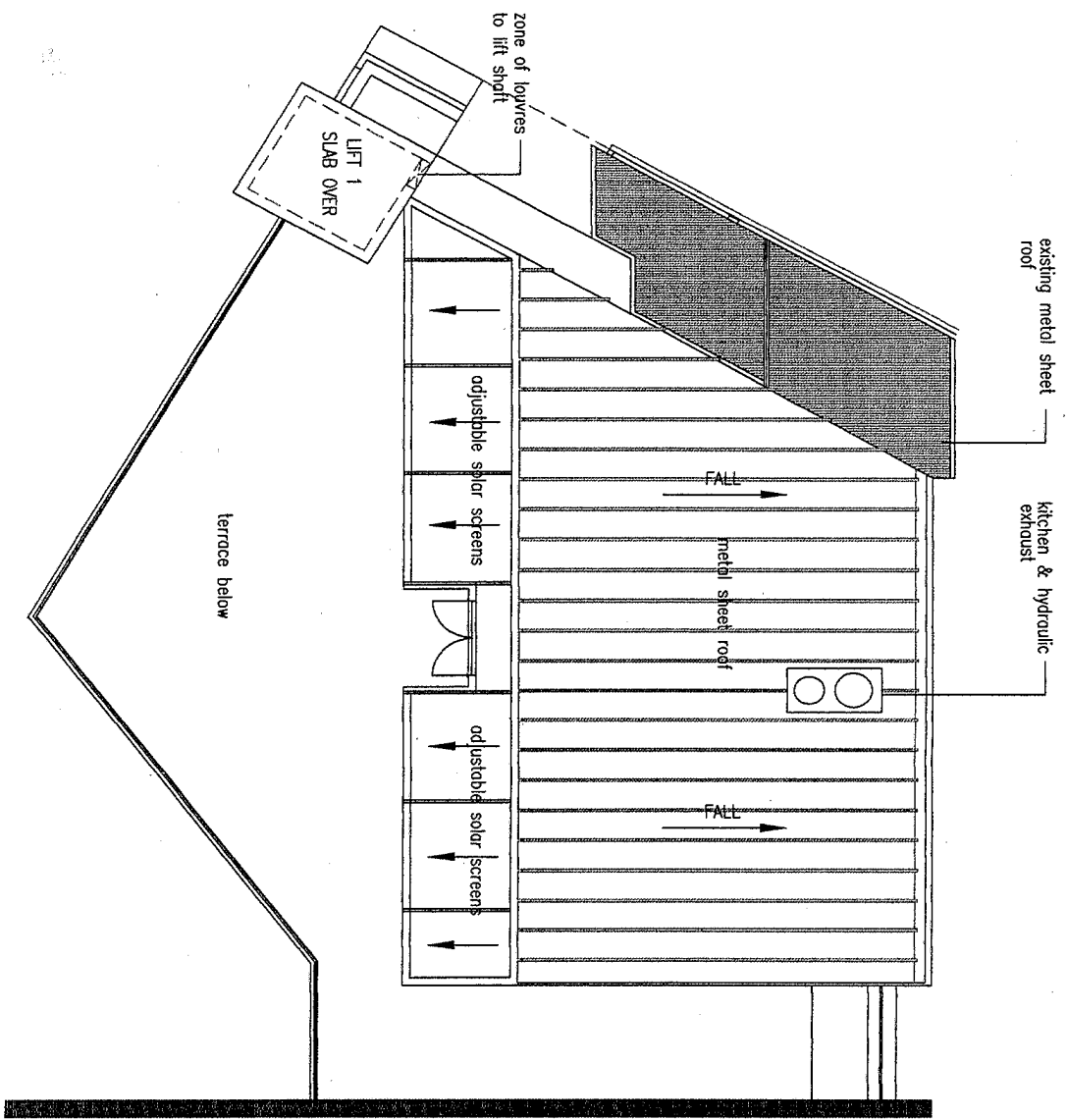
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UPPER DECK LOFT PLAN-EAST

Strata Development Contract
CONCEPT PLAN
Plan of Development
JONES BAY WHARF

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9 OCT 2003



ROOF PLAN-EAST

Strata Development Contract
 CONCEPT PLAN
 Plan of Development

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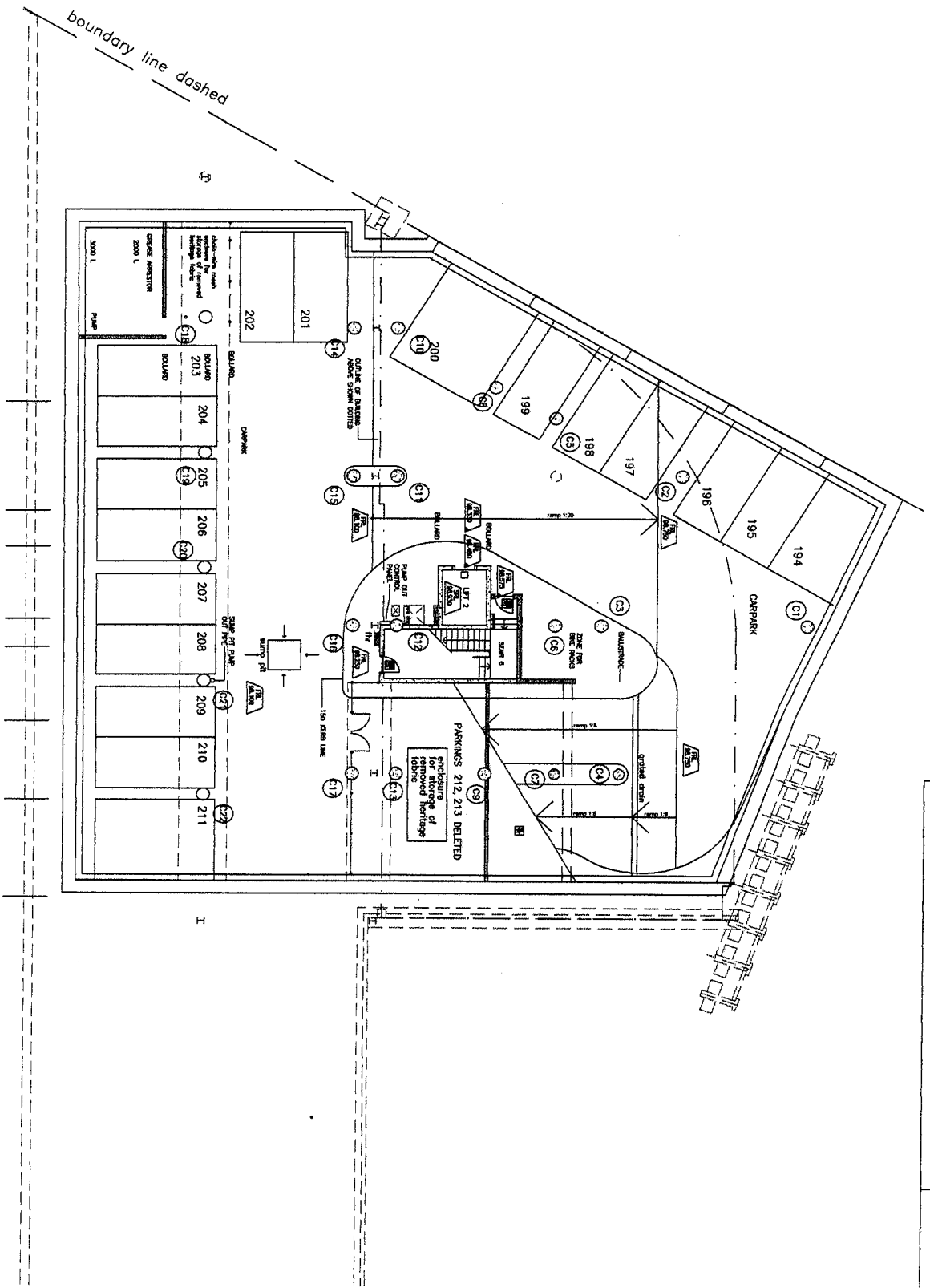
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19 OCT 2003



BASEMENT CAR PARK PLAN - WEST

Strata Development Contract
 CONCEPT PLAN
 Plan of Development

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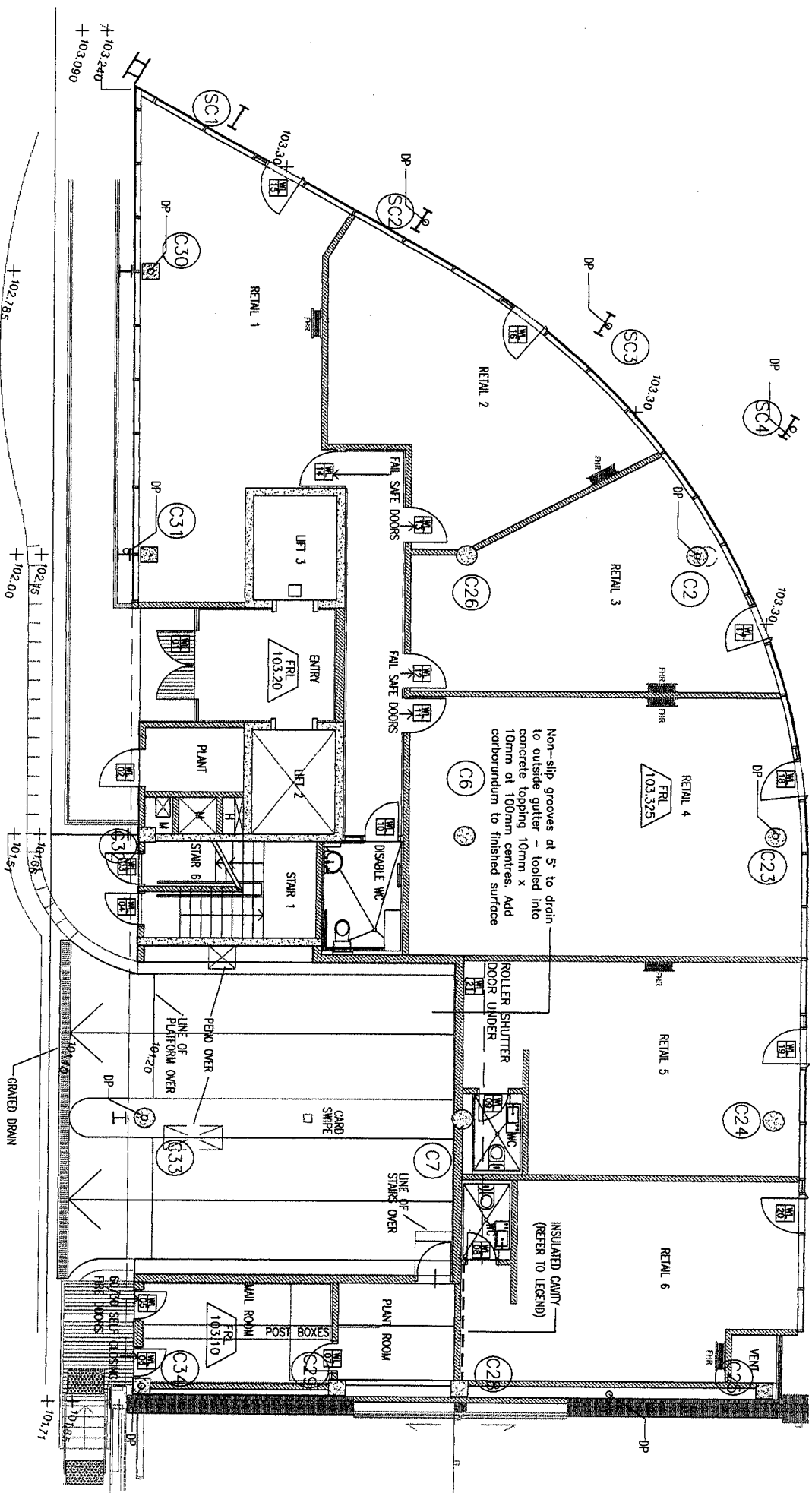
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Registered Date



19 OCT 2003

NOTE:
 HOLD OPEN DEVICES TO
 ALL RETAIL ENTRY DOORS



LOWER DECK PLAN-WEST

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Strata Development Contract
 CONCEPT PLAN
 Plan of Development

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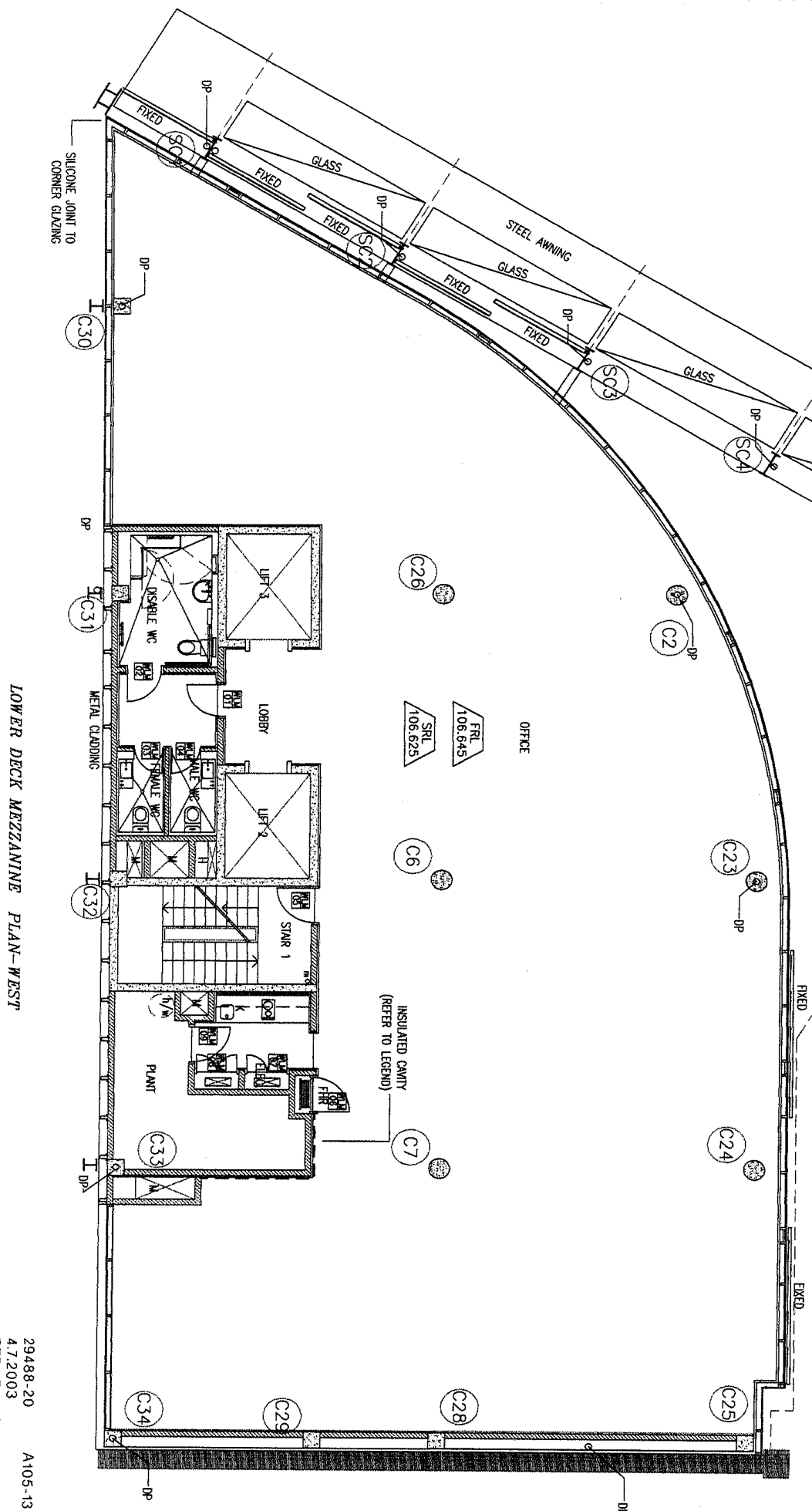
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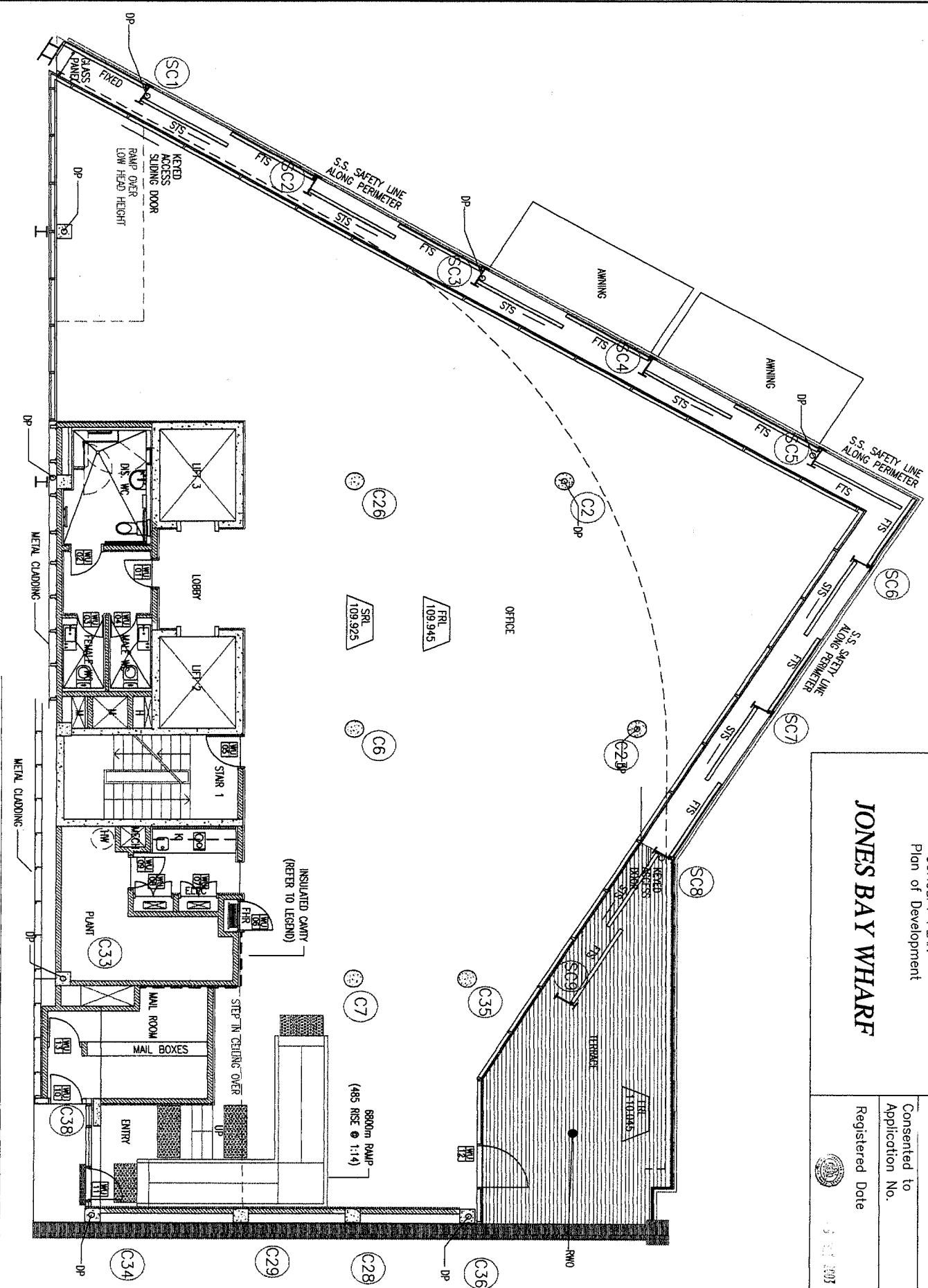


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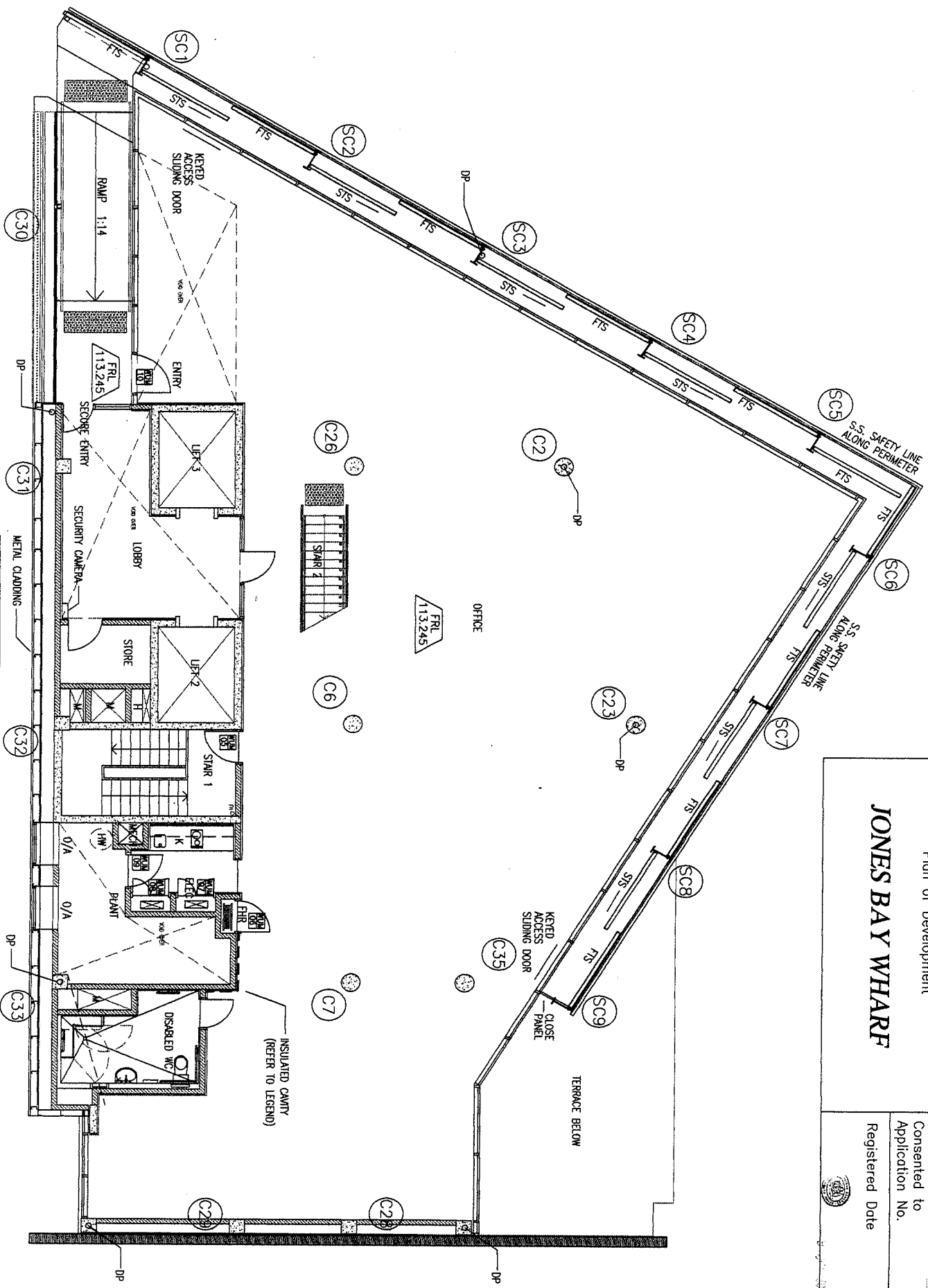
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UPPER DECK PLAN - WEST



UPPER DECK MEZZANINE PLAN-WEST

Strata Development Contract CONCEPT PLAN Plan of Development	
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Registered Date	SP69951

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CONCEPT PLAN
Plan of Development

JONES BAY WHARF

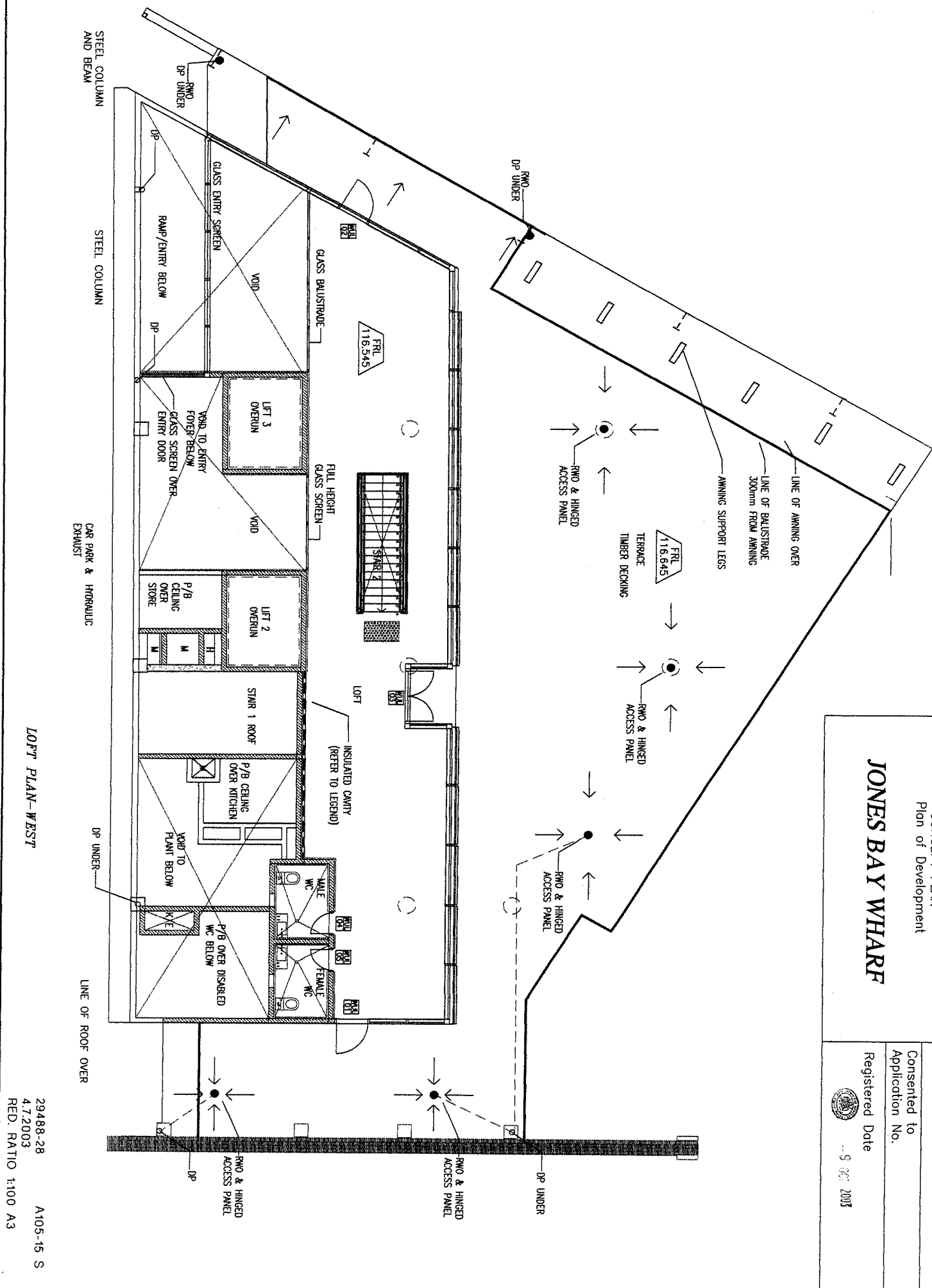
SP69951

Consented to
Application No.

Registered Date



5 DEC 2003



LOFT PLAN - WEST

Strata Development Contract
CONCEPT PLAN
Plan of Development

JONES BAY WHARF

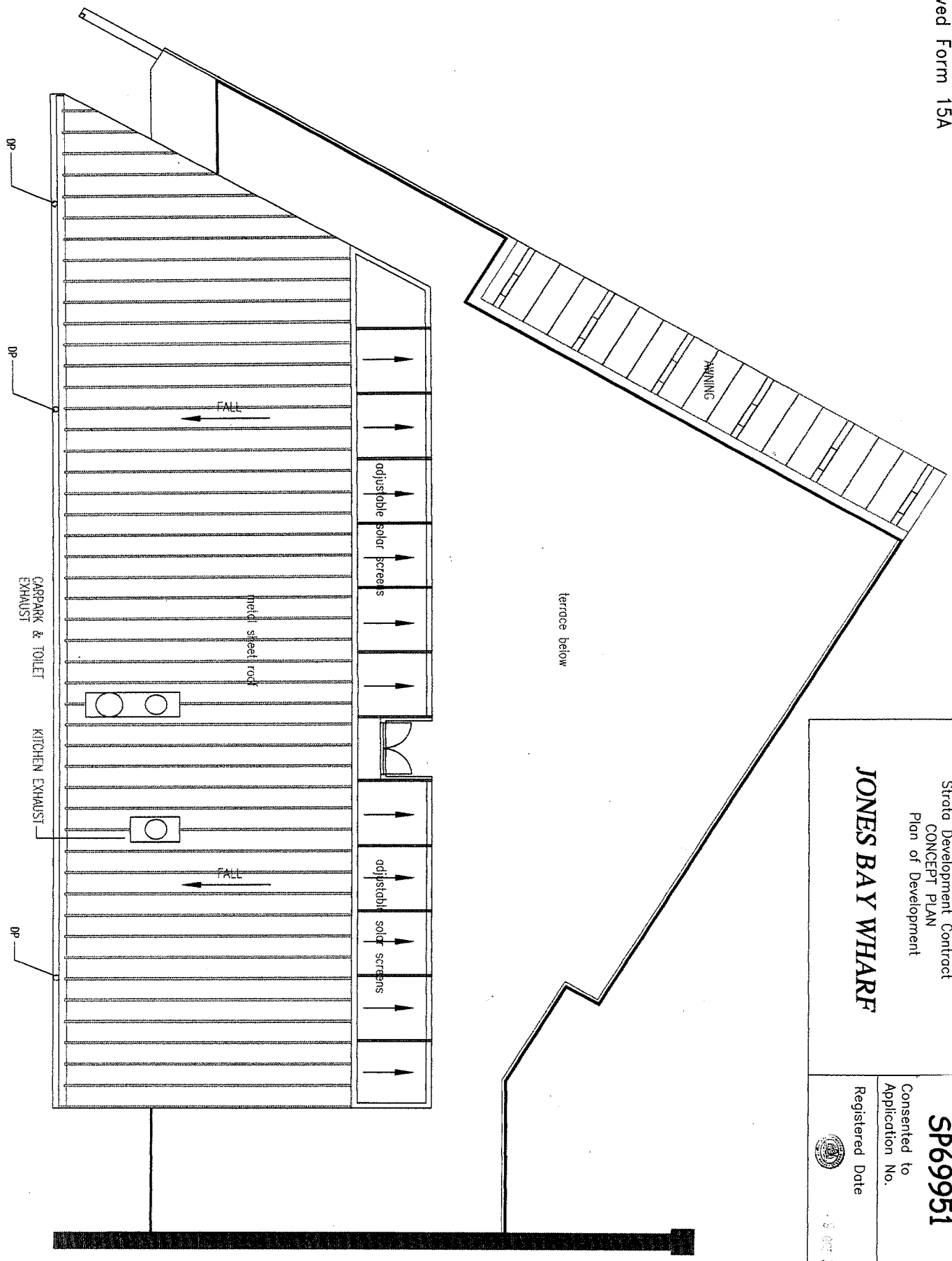
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Application No.

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Registered Date



5 OCT 2003



ROOF PLAN - WEST

Strata Development Contract
CONCEPT PLAN
Plan of Development

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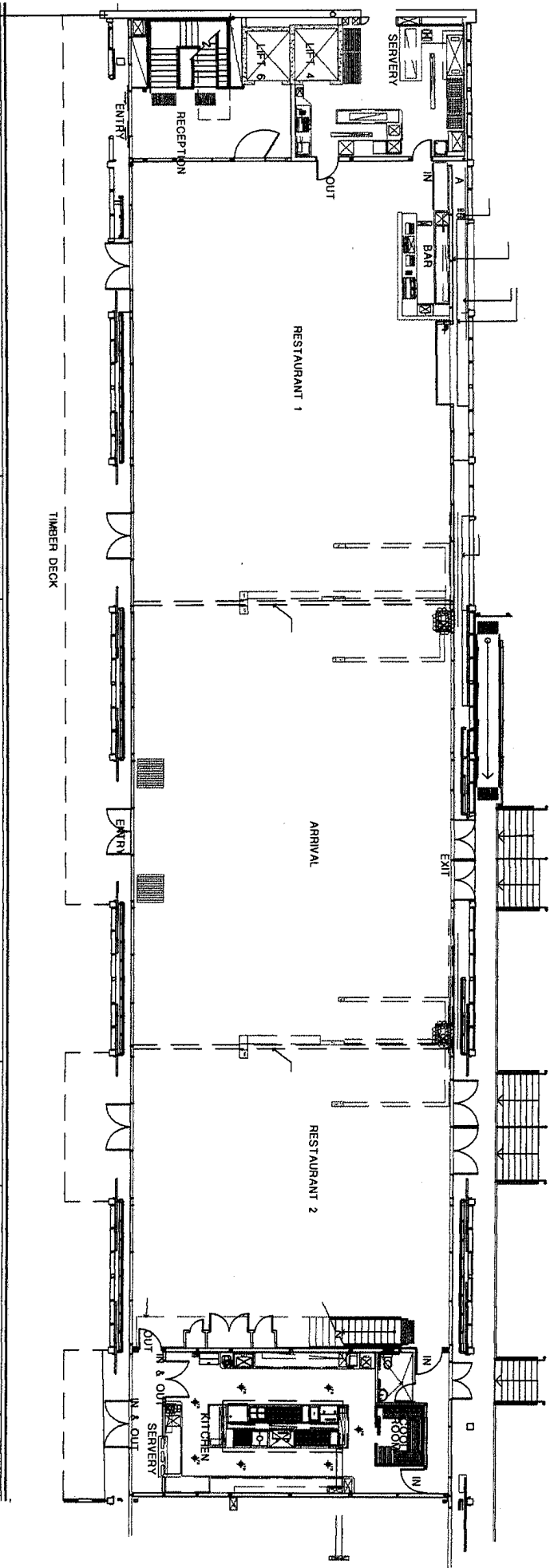
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Application No.

Registered Date



5 Oct 2003



UPPER DECK GROUND

Approved Form 15A

Strata Development Contract
CONCEPT PLAN
Plan of Development

JONES BAY WHARF

SHEET 33 OF 51 SHEETS

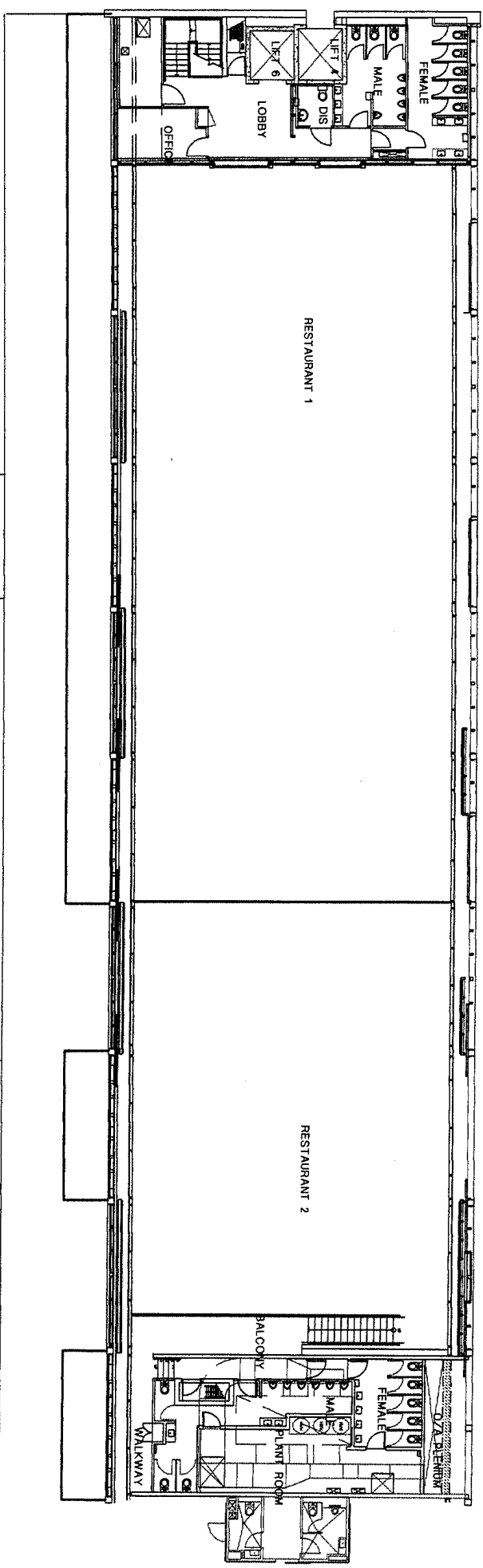
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Registered Date



3 OCT 2002



MEZZANINE LEVEL

29488-47
4.7.2003
RED. RATIO 1:200 A3
fm PLAN A110-12 E only

Strata Development Contract
CONCEPT PLAN
Plan of Development

JONES BAY WHARF

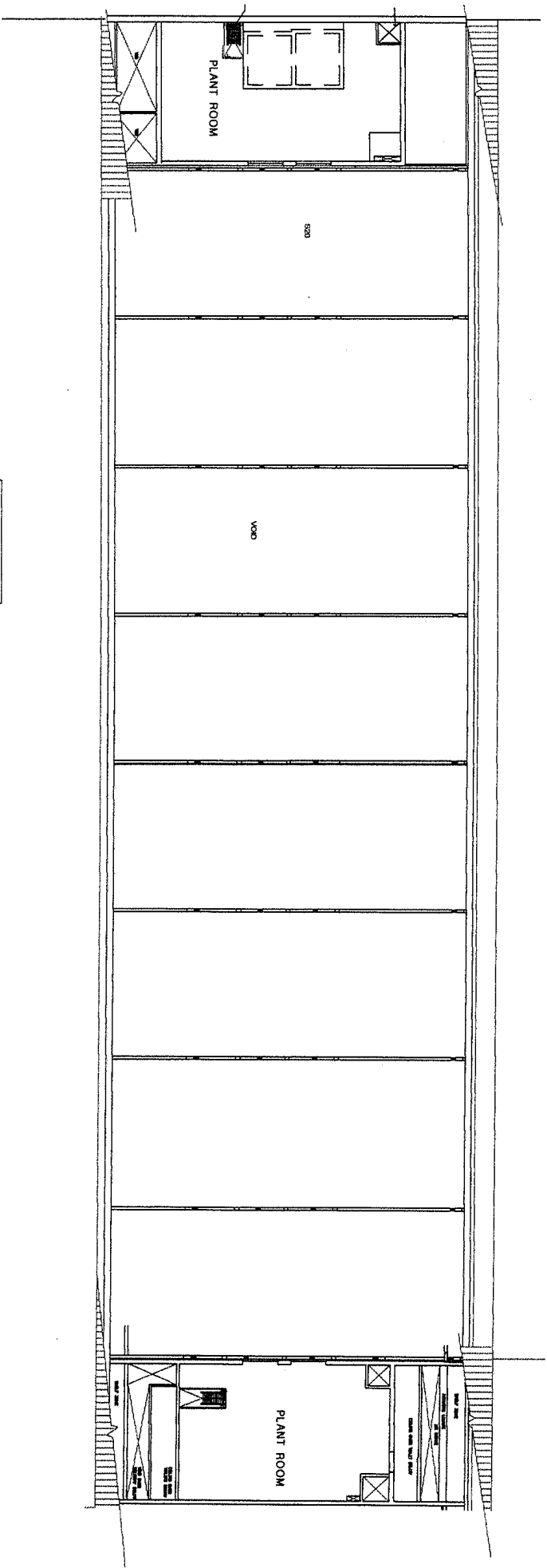
SP69951

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Application No.

Registered Date



2007



LOFT

29488-48
4.7.2003
RED. RATIO 1:200 A3
fm PLAN A110-12 E only

Strata Development Contract
 CONCEPT PLAN
 Plan of Development

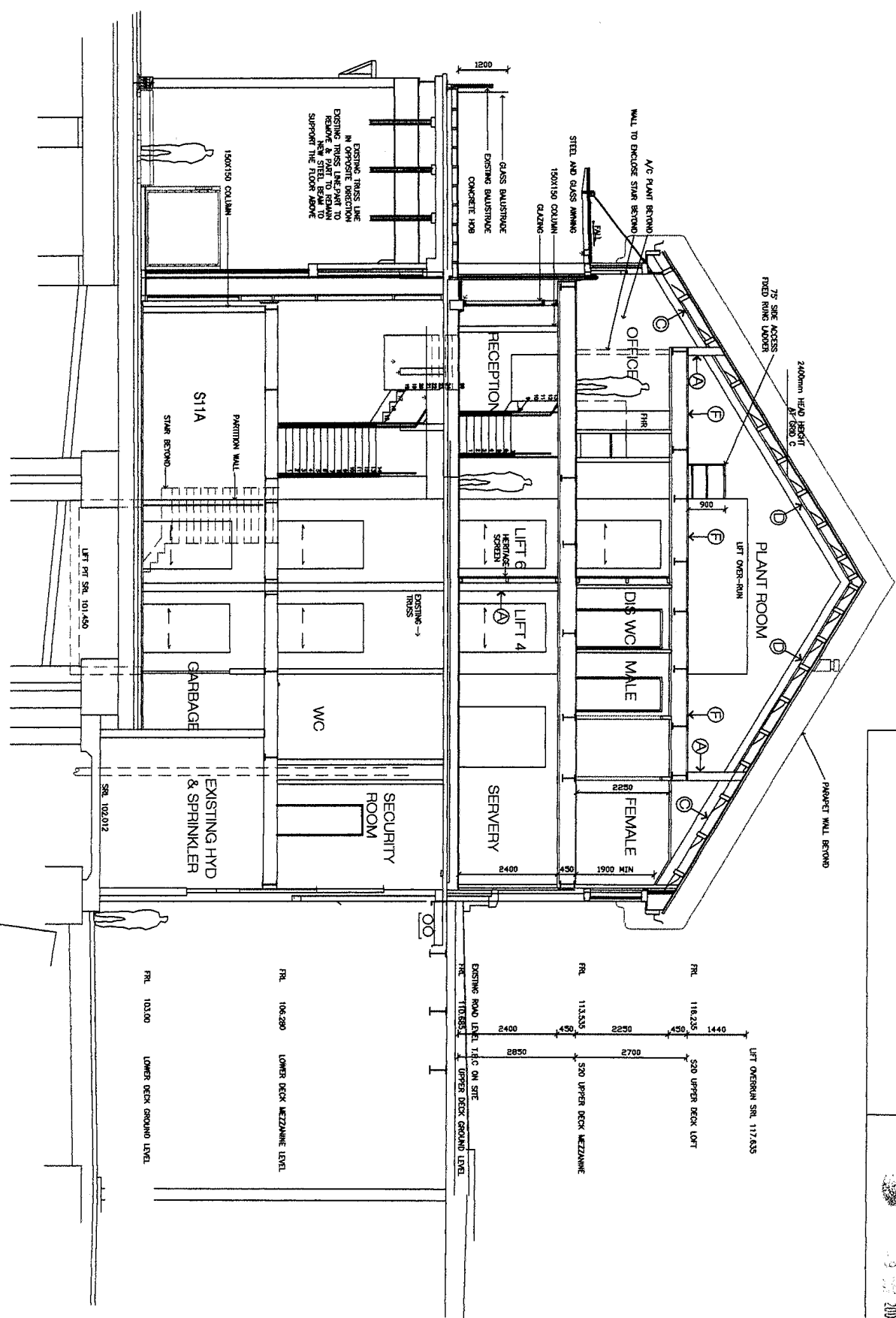
JONES BAY WHARF

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9 Nov 2003

SP69951



SUITE SECTION

29488-49
 4.7.2003
 RED. RATIO 1:100 A3
 Im A110-30 D

Strata Development Contract
 CONCEPT PLAN
 Plan of Development

JONES BAY WHARF

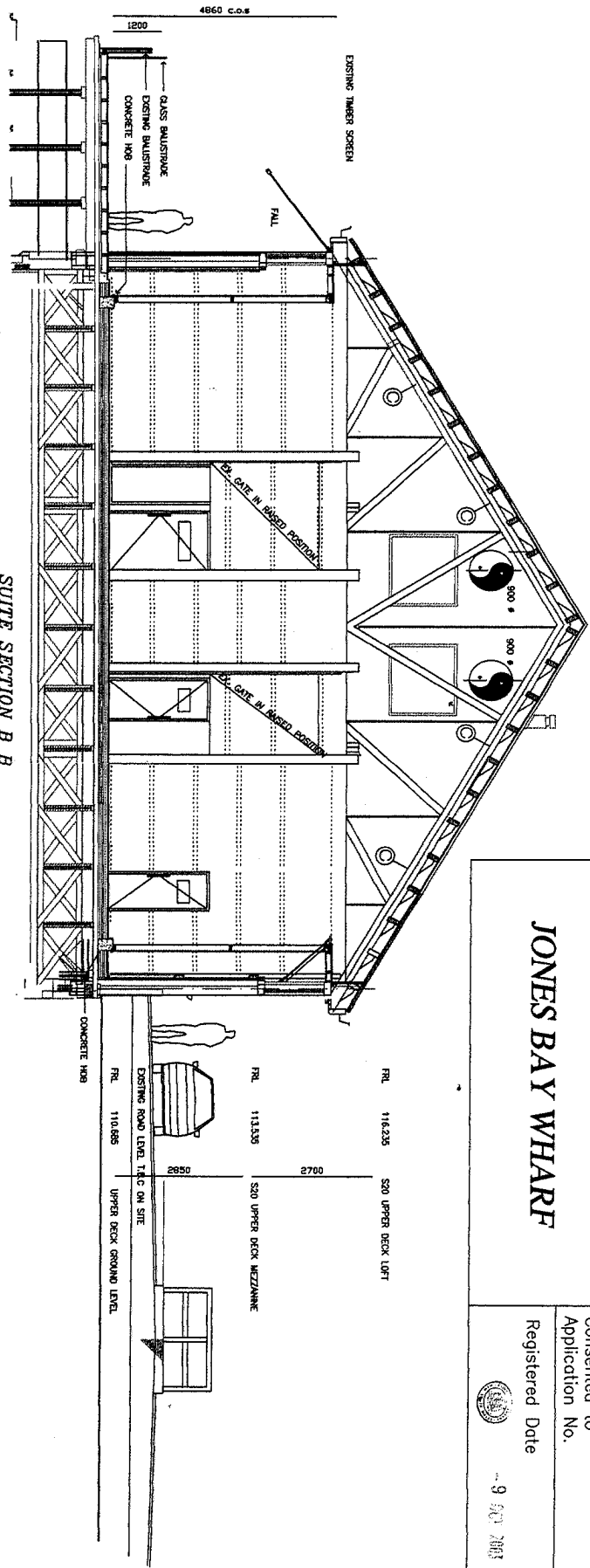
Consented to
 Application No.

Registered Date

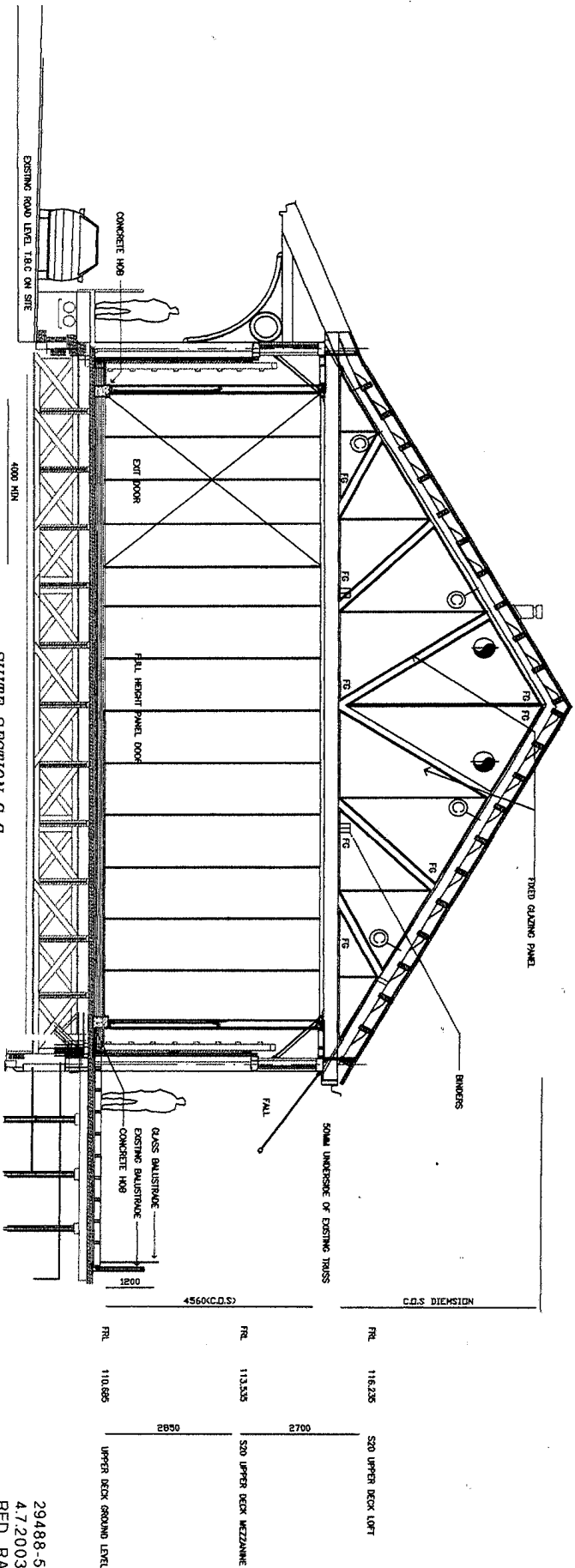
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9 OCT 2003



SUITE SECTION B



SUITE SECTION C

29488-57
 4.7.2003
 RED. RATIO 1:100 A3
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Strata Development Contract
CONCEPT PLAN
Plan of Development

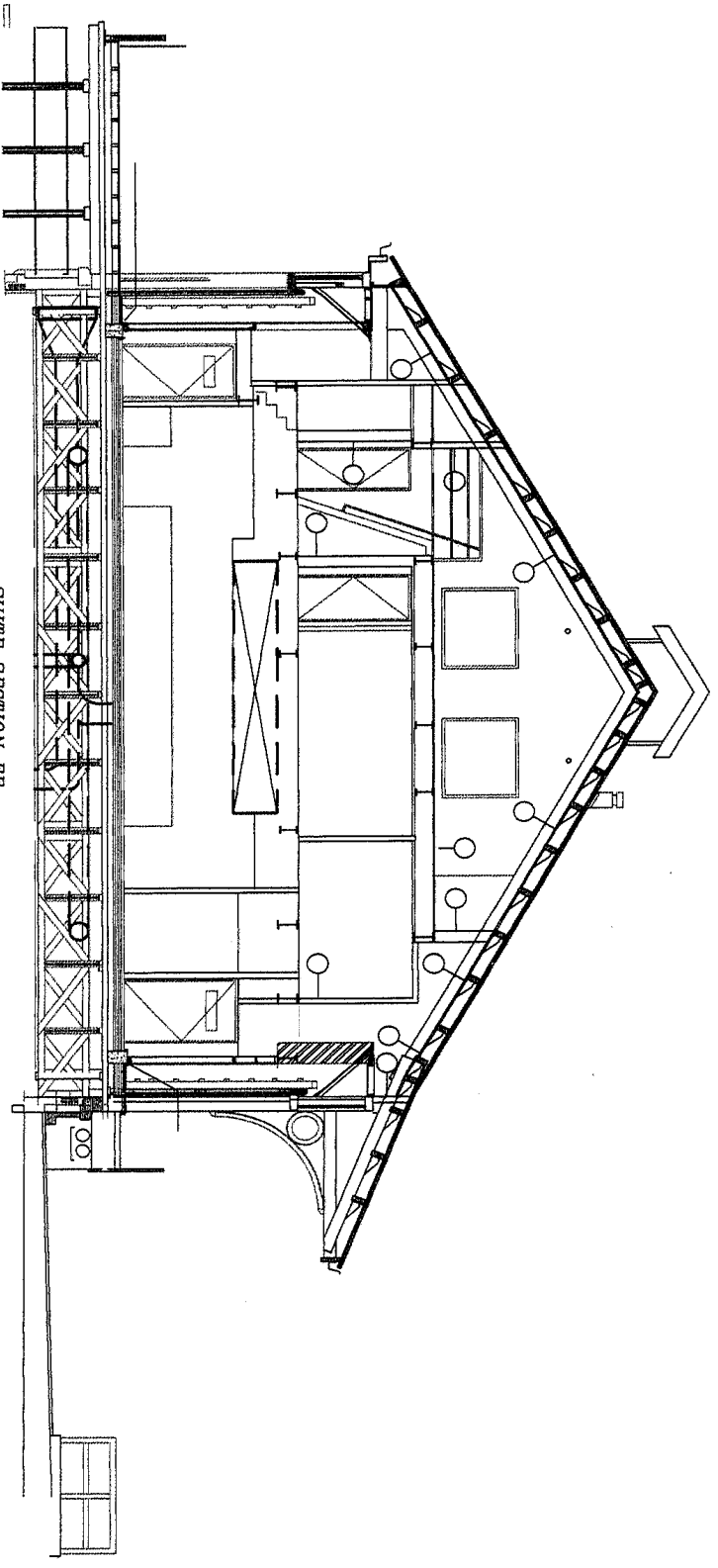
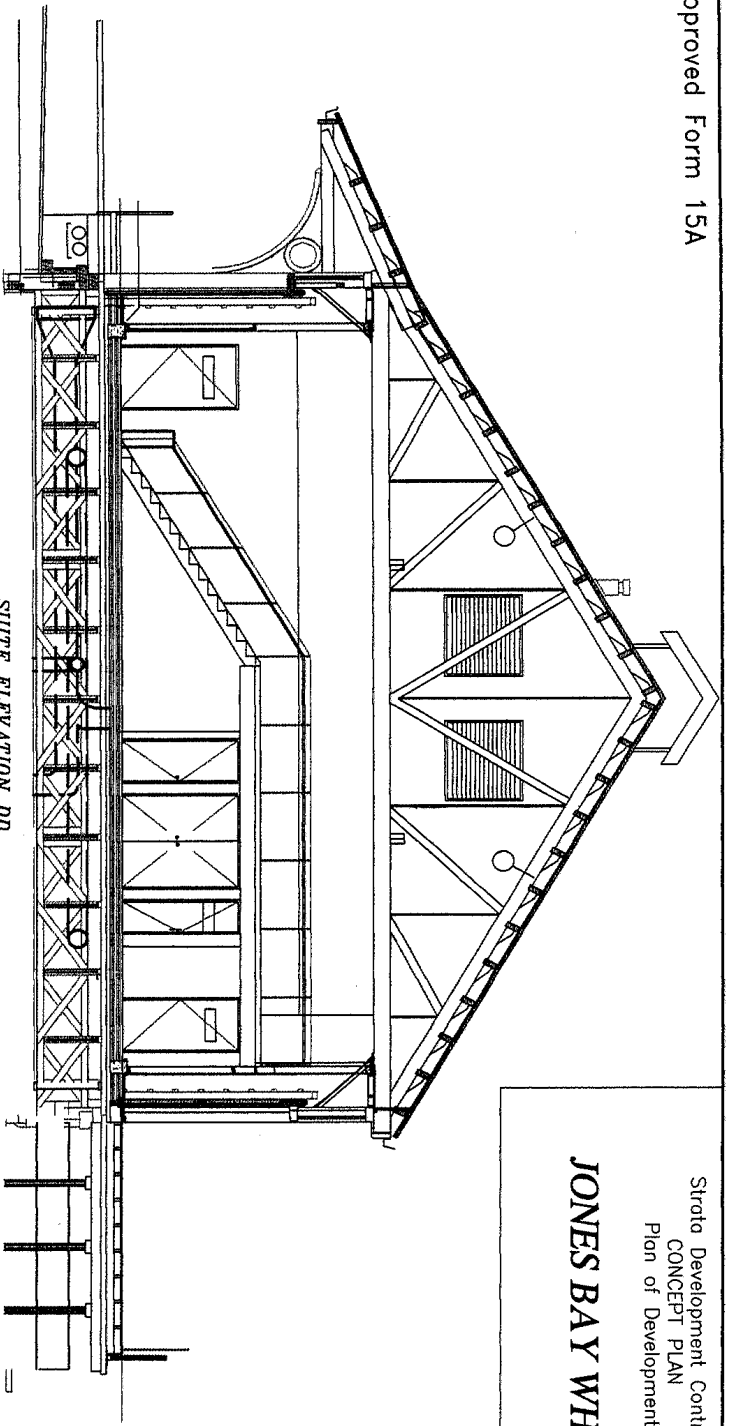
JONES BAY WHARF

SP69951

Consented to
Application No.

Registered Date

3 OCT 2003



29488-58
4.7.2003
RED. RATIO 1:100 A3
Im A110-32 D

Strata Development Contract for Commercial South at Jones Bay Wharf

Schedule 2 - Easements and restrictions on use for stage 2 (clause 8.13)

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

Plan of Subdivision of Lot 22 in SP 69951
Lengths are in metres

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PART 1 - CREATION

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

Sydney Harbour Foreshore Authority
137 Pyrmont Street
PYRMONT NSW 2009

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 the use of land	Lots 23 to 40	Council of the City of Sydney
2	Easement for access	Lot 50	Lot 54
3	Easement for Plant and Equipment	Lot 54	Lot 52
4	Easement for access to Plant and Equipment	Lot 54	Lot 52
5	Restriction on the use of land	Lots 41 to 54 and CP/SP69951	Council of the City of Sydney
6	Restriction on the use of land	CP/SP69951	Council of the City of Sydney

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PART 2 - TERMS

1 Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes the Building Management Committee and the lessee, sub-lessee, employees, agents, contractors, licensees and invitees of the Grantee.

Building Management Committee means any building management committee for Jones Bay Wharf constituted under the Development Act and the Strata Management Statement.

Business Uses means business uses as defined in the Sydney Regional Environmental Plan No. 26 - City West or business uses are otherwise permitted by law.

Council means the Council of the City of Sydney.

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

Easement Site means, in relation to an easement in this instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Grantee means, if a leasehold interest exists in respect of a Lot Benefited:

- (a) the lessee (as that term is defined in the Development Act) or mortgagee in possession of the Lot Benefited; and
- (b) the owners corporation under the Development Act in respect of the Lot Benefited; and
- (c) an authority benefited.

If no leasehold exists in respect of a Lot Benefited, **Grantee** means:

- (d) the owner or mortgagee in possession of the Lot Benefited; and
- (e) an authority benefited.

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Grantor means, if a leasehold interest exists in respect of a Lot Burdened:

- (a) the lessee (as that term is defined in the Development Act) or mortgagee in possession of a Lot Burdened; and
- (b) the owners corporation under the Development Act in respect of a Lot Burdened.

If no leasehold interest exists in respect of a Lot Burdened, **Grantor** means the owner or mortgagee in possession of a Lot Burdened.

Jones Bay Wharf means strata plan nos. 69950, 69951, 70640 and 70641 and lot 3 in DP 1050360 (and any lots into which they are subdivided or re-subdivided).

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

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

Plant and Equipment means plant and equipment, including airconditioning and toilet exhaust plant and equipment, located in lot 54 in the Plan which provides airconditioning and toilet exhaust services to lot 52 in the Plan including:

- (a) air handling units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which supply airconditioning and reticulated water for airconditioning; and
- (b) motors, cables, conduits, pipes, wires and ducts which provide toilet exhaust.

Residential Development means residential development as defined in the Sydney Regional Environmental Plan No. 26 - City West.

Strata Management Statement means the strata management statement registered according to the Development Act which applies to Jones Bay Wharf.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and,

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when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88B of the Conveyancing Act 1919 (NSW).

2 Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause and clauses 3 (“Complying with this instrument and the Strata Management Statement”) and 4 (“Effect of the Strata Management Statement”), in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

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

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

3 Complying with this instrument and the Strata Management Statement

3.1 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

3.2 Obligations for Authorised Users

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

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3.3 Complying with the Strata Management Statement

For each easement, positive covenant and restriction on use in this instrument, the Grantee must:

- (a) comply with the Strata Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Strata Management Statement.

4 Effect of the Strata Management Statement

4.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

4.2 Requirements about making rules

If a Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and the Strata Management Statement. The Strata Management Statement prevails to the extent of any inconsistency.

4.3 Costs regulated under the Strata Management Statement

If the Strata Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

4.4 Complying with obligations

If the Strata Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Strata Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

5 Terms of restriction on the use of land numbered 1 in the Plan

5.1 Obligations of Grantor

A Grantor must not:

- (a) permit their Lot Burdened to be used by a person who is not an occupant or tenant of Jones Bay Wharf; or

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- (b) transfer their Lot Burdened to a person who is not an owner of a lot (not being a utility lot) in Jones Bay Wharf; or
- (c) lease or licence their Lot Burdened to a person who is not an occupant or tenant of Jones Bay Wharf.

5.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

6 Terms of easement for access numbered 2 in the Plan

6.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to pass and repass over the Easement Site:

- (a) on foot or with wheelchairs or other disabled access aids; and
- (b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability)

for the purposes only of entering and exiting the Lot Benefited.

6.2 When can rights be exercised?

Except in an emergency, the Grantee and its Authorised Users may exercise their rights under this easement only between the hours of 7.00am to 12 midnight.

6.3 Obligations of the Grantee

The Grantee must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights under this easement; and
- (b) take all reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or Lot Burdened; and
- (c) take all reasonable actions to ensure that its Authorised Users pass and repass over the Easement Site only during the hours specified in clause 6.2 ("When can rights be exercised?"); and
- (d) promptly rectify any damage caused to the Easement Site or Lot Burdened while exercising rights or complying with obligations under this easement (including damage caused by Authorised Users); and
- (e) immediately remove any litter deposited on the Easement Site or the Lot Burdened by the Grantee or its Authorised Users.

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6.4 Some prohibitions

The Grantee must not, and must take all reasonable actions to ensure that its Authorised Users do not:

- (a) enter any part of the Lot Burdened other than the Easement Site; or
- (b) damage the Easement Site or the Lot Burdened; or
- (c) litter the Easement Site.

6.5 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims and liability of any nature caused by the Grantee or its Authorised Users failing to comply with their obligations under this easement. However, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

7 Terms of easement for Plant and Equipment numbered 3 in the Plan

7.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to:

- (a) install, keep and operate the Plant and Equipment within the Easement Site; and
- (b) maintain, repair, replace, add to, augment, dismantle or remove the Plant and Equipment.

The rights of the Grantee and Authorised Users to gain access to the Plant and Equipment are in the easement numbered 5 in the Plan.

7.2 Who owns the Plant and Equipment?

The Grantee owns the Plant and Equipment.

7.3 Obligations of the Grantee

The Grantee or its Authorised Users must:

- (a) keep the Plant and Equipment in good repair and safe condition; and
- (b) keep the Easement Site clean and clear of rubbish; and
- (c) subject to clause 7.4 ("Rights of the Grantee"), operate, maintain and, where necessary, replace all or part of the Plant and Equipment necessary to prevent damage (or the possibility of damage being caused) to the Lot Burdened; and

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- (d) take all reasonable precautions when exercising rights or complying with obligations under this easement to cause as little inconvenience as practicable to the Grantor and occupiers of the Lot Burdened; and
- (e) take all reasonable precautions in exercising rights or complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (f) promptly repair any damage caused to the Lot Burdened when exercising rights or complying with obligations under this easement; and
- (g) pay all costs for exercising its rights and complying with its obligations under this easement.

7.4 Rights of the Grantee

The Grantee or its Authorised Users may add to, augment, dismantle or remove the Plant and Equipment provided that:

- (a) any addition to or augmentation of the Plant and Equipment is carried out wholly within the Easement Site; and
- (b) the Grantee or Authorised User does not interfere with services provided to or located in the Lot Burdened; and
- (c) the Grantee or Authorised User complies with the Strata Management Statement in relation to the addition, augmentation, dismantling or removal.

7.5 Accessing the Easement Site

The Grantor must provide the Grantee and Authorised Users access to the Easement Site in order to exercise rights or perform obligations under this easement provided that the Grantee or Authorised User:

- (a) provides reasonable notice to the Grantor (other than for the normal day to day operation of the Plant and Equipment or if there is an emergency); and
- (b) if required by the Grantor, be accompanied by a representative of the Grantor when they access the Easement Site; and
- (c) pay the reasonable costs of the Grantor or the occupier of the Lot Burdened, including any costs for providing access to the Easement Site.

7.6 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims and liability of any nature suffered or incurred by the Grantor which is caused by the Plant and Equipment or by the Grantee or an Authorised User failing to comply with their obligations under this easement. However, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

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8 Terms of easement for access to Plant and Equipment numbered 4 in the Plan

8.1 Grant of Easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over or across the Easement Site for the purpose of accessing the Plant and Equipment:

- (a) on foot; and
- (b) with tools and equipment necessary to exercise rights or comply with obligations under the easement numbered 4 in the Plan.

8.2 Obligations of the Grantee

The Grantee or its Authorised Users must:

- (a) take all reasonable precautions when exercising rights or complying with obligations under this easement to cause as little inconvenience as practicable to the Grantor and occupiers of the Lot Burdened; and
- (b) take all reasonable precautions in exercising rights or complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly repair any damage caused to the Lot Burdened when exercising rights or complying with obligations under this easement; and
- (d) pay all costs for exercising its rights and complying with its obligations under this easement.

8.3 Accessing the Easement Site

The Grantor must provide the Grantee and Authorised Users access to the Easement Site in order to exercise rights or perform obligations under this easement provided that the Grantee or Authorised User:

- (a) provides reasonable notice to the Grantor (other than for the normal day to day operation of the Plant and Equipment or if there is an emergency); and
- (b) if required by the Grantor, be accompanied by a representative of the Grantor when they access the Easement Site; and
- (c) pay the reasonable costs of the Grantor or the occupier of the Lot Burdened, including any costs for providing access to the Easement Site.

8.4 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims and liability of any nature suffered or incurred by the Grantor which is caused by the Plant and Equipment or by the Grantee or an Authorised User failing to comply with their obligations under this easement. However, the Grantee's indemnity will be reduced

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proportionately to the extent that the damage, expense, loss, claims or liability arises from a negligent act or omission of the Grantor.

9 Terms of restriction on the use of land numbered 5 in the Plan

9.1 Use

Lots 41 to 54 in the Plan must not be used for Residential Development or for any other purpose except for Business Uses.

9.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

10 Terms of restriction on the use of land numbered 6 in the Plan

10.1 Obligations of Grantor

The Grantor must not grant or permit to be granted any lease, licence, sublease or exclusive use rights, or otherwise part with possession of any part of the Lot Burdened for the purpose of parking or storage of vehicles or boats.

10.2 Releasing or modifying the restriction

Council is the authority entitled to release, vary or modify this restriction on the use of land.

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SIGNING PAGE

Signed by **RON BATEMAN** 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

SIGNED by **MICHAEL GERARD ALLEN** as attorney for **JONES BAY WHARF PTY LIMITED** under power of attorney registered book 4393 no. 551 in the presence of:

.....
Signature of witness

.....
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

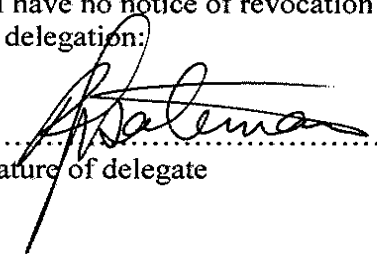
Strata Development Contract for Commercial South at Jones Bay Wharf

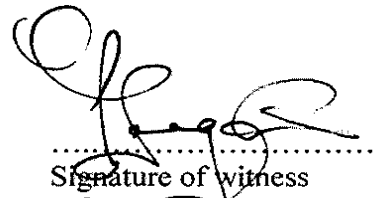
Signing page

SP69951

DATED: 22.9.03

Signed by **RON BATEMAN** 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)
GEORGE CHRIS PANAGAKIS

Strata Development Contract for Commercial South

Certificate of approval

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It is certified:

- (a) that the consent authority has consented to the development described in and the Development Consent for strata subdivision no. 56/03; and
- (b) the carrying out of the proposed development described as “warranted development” and “authorised proposals” in this strata development contract would not contravene:
 - (i) any condition subject to which that consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when that consent was granted.

Date: 04 JUL 2003

Execution of consent authority: 



MALLESONS STEPHEN JAQUES

SP69951

19²⁰ 21
JONES BAY WHARF

By-laws for Commercial
South

Mallesons Stephen Jaques
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Governor Phillip Tower
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DX 113 Sydney

By-laws for Commercial South at Jones Bay Wharf

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By-laws for Commercial South at Jones Bay Wharf

1 About the by-laws

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1.1 Purpose of the by-laws

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

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

1.3 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 Strata Management Statement or the lease the Owners Corporation has with the Authority for Common Property.

2 Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operation of issues affecting Commercial South and Jones Bay Wharf generally. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) Management Plans, which contain provisions about heritage requirements, maintenance of Commercial South and protection of the environment around Jones Bay Wharf; and
- (b) Management Strategies, which regulate things like waste storage and removal and vehicle access to the Public Access Areas; and
- (c) Building and Use Standards, which contain important provisions about carrying out works in your Lot (and elsewhere in Commercial South), signage and outdoor furniture; and
- (d) the apportionment of costs for and the maintenance of Shared Facilities; and
- (e) requirements about using Shared Facilities; and
- (f) insurance requirements.

2.2 Who must comply with the Strata Management Statement?

The Owners Corporation, Owners and Occupiers must comply on time and at their cost with their obligations under the Strata Management Statement.

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2.3 Building Management Committee and appointing a representative

The Building Management Committee is established under the Strata Management Statement and the Development Act to administer issues affecting Commercial South and Jones Bay Wharf generally. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee. See the Strata Management Statement for more information.

2.4 Consents under the Strata Management Statement

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

2.5 Inconsistency between the by-laws and the Strata Management Statement

Subject to by-law 3.5 (“Inconsistencies between the by-laws and leases”), if there is any inconsistency between the Strata Management Statement and the by-laws, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

2.6 More information

Under the Strata Management Statement, the Building Management Committee is required to keep records at Jones Bay Wharf and make them available for your inspection, including:

- (a) the Strata Management Statement; and
- (b) the Building and Use Standards; and
- (c) Management Plans; and
- (d) Management Strategies.

3 Leases with the Authority

3.1 Leasehold strata scheme

Commercial South is a leasehold Strata Scheme under the Development Act. The Authority is the owner of the freehold estate in the land over which the strata plan for Commercial South is registered.

3.2 Owners Corporation lease

The Owners Corporation has a lease with the Authority for Common Property. The Authority is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with its lease with the Authority for Common Property.

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3.3 Lot leases

Each lot in Commercial South is subject to a lease from the Authority. The landlord is the Authority and the tenant is the Owner (including an Owner that has taken an assignment of the lease from their immediate predecessor in title). You must comply on time and at your cost with your lease with the Authority for your Lot.

3.4 Consents under leases

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

3.5 Inconsistencies between the by-laws and leases

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

4 Exclusive Use By-Laws

4.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, 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.

4.2 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.

4.3 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.

4.4 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.

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4.5 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.

4.6 Additional insurances

In addition to their obligations under by-law 17 ("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.

4.7 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 Management Act, the Strata Management Statement and the by-laws and its lease with the Authority for Common Property. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

5 Your behaviour

5.1 What are your general obligations?

You must comply on time and at your cost with your obligations under the Building and Use Standards.

5.2 Some prohibitions

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or in part of a Lot which is air conditioned or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in Commercial South which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Commercial South.

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5.3 Garbage storage and disposal

Your obligations and rights for the storage and disposal of garbage and recyclable materials from your Lot are in the Strata Management Statement and, in particular, the Management Strategy for waste storage and removal.

5.4 Moving in and deliveries

Your obligations about moving into or out of Commercial South and about deliveries of stock and other goods to your Lot are in the Strata Management Statement.

5.5 Parking

Subject to the by-laws, you must not park or stand a vehicle on Common Property. You may park a bike in the Bike Racks according to the Strata Management Statement.

5.6 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

6 You are responsible for others

6.1 Obligations for Occupiers

If you are an Owner, you must:

- (a) include in any lease or other agreement with an Occupier of your Lot provisions requiring the Occupier to refrain from breaching the by-laws and the Strata Management Statement; and
- (b) use your reasonable endeavours to ensure that any Occupier of your Lot and their invitees refrain from breaching the by-laws and the Strata Management Statement; and
- (c) take all action reasonably available to you, including action under any lease or other agreement, to make them refrain from breaching the by-laws and the Strata Management Statement or leave Commercial South.

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6.2 Occupier may exercise rights under Strata Management Statement

If you are an Owner, you may allow the Occupier of your Lot to exercise your rights under the Strata Management Statement. However, you remain responsible to the Owners Corporation and the Building Management Committee to comply with your obligations under the Strata Management Statement.

6.3 Obligations for visitors

You must:

- (a) take all reasonable actions to ensure your visitors refrain from breaching the by-laws and the Strata Management Statement; and
- (b) make your visitors leave Commercial South if they do not refrain from breaching the by-laws or the Strata Management Statement.

6.4 Actions of others

You must not allow another person to do anything that you cannot do under the by-laws, the Strata Management Statement or your lease for your Lot with the Authority.

7 Your Lot

7.1 What are your general obligations?

You must, at your cost:

- (a) comply with the Building and Use Standards in relation to your Lot, including things like the installation of sun awnings, curtains, blinds and security devices and other requirements affecting the appearance of your Lot; and
- (b) comply with the Management Plans and Management Strategies in relation to your Lot; and
- (c) keep your Lot clean and tidy and in good repair and condition; and
- (d) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Lot and is not Common Property (whether or not you made the installation or alteration); and
- (e) properly maintain, repair and, where necessary, replace any works carried out in your Lot or services installed in your Lot (which are not Common Property) whether or not you carried out the works or installed the services; and
- (f) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and

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- (g) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Building Management Committee.

7.2 Authorised uses of your Lot

You must:

- (a) use your Lot (other than a carspace) only for Business Uses and in accordance with the Strata Management Statement, your lease with the Authority and any restriction on the use of land which applies to your Lot; and
- (b) use your carspace Lot only in accordance with the Strata Management Statement, your lease with the Authority and any restriction on the use of land which applies to the carspace.

7.3 Approval for other uses

If you propose to use your Lot (other than a carspace) for a use other than a Business Use, you must obtain all necessary consents required under the Strata Management Statement and your lease with the Authority, including consent from all relevant Government Agencies.

7.4 Rights of the Owners Corporation to enter your Lot

In addition to its rights under by-law 34 (“Failure to comply with the by-laws”), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

7.5 Rights of the Building Management Committee to enter your Lot

The Owners Corporation authorises the Building Management Committee to exercise its right to enter your Lot to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Lot (or which are accessible through your Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Strata Management Statement.

8 Heritage Items

8.1 Overview

Jones Bay Wharf contains many Heritage Items. The Conservation Management Plan regulates the preservation and maintenance of Heritage Items at Jones Bay Wharf.

8.2 Where are Heritage Items located?

Heritage Items are located throughout Commercial South and may be located in your Lot. Examples of Heritage Items are:

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- (a) wooden structural members (eg beams and trusses) in your Lot; and
- (b) cargo, weatherboard and sliding doors on the boundary of your Lot or leading onto your Terrace; and
- (c) heritage lifts.

8.3 Shared Facilities

Most Heritage Items are Common Property and are designated by the Strata Management Statement as Shared Facilities. By-law 15.2 (“Role of the Building Management Committee”) applies.

8.4 Heritage Items in your Lot

If a Heritage Item is located within your Lot (and is not Common Property), you must, at your cost, maintain it according to the Conservation Management Plan.

9 Carrying out works

9.1 When do you need consent?

Works which you propose to carry out in your Lot are regulated under the Strata Management Statement and, in particular, the Building and Use Standards. You must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before you carry out any works in your Lot or on Common Property.

9.2 Works by the Owners Corporation

The Owners Corporation must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before it carries out any works on Common Property.

10 Terraces

10.1 Outdoor furniture

The Building and Use Standards regulate the types of furniture and other items (eg barbecues) you may place on your Terrace. Generally, outdoor furniture must be metal or wooden and of a colour which is compatible with the colour scheme of Jones Bay Wharf.

10.2 Restrictions on using Terraces

You must comply with any restrictions in the Building and Use Standards about the use of your Terrace. In particular, you must not:

- (a) attach anything to the Terrace and, in particular, to the wooden decking or balustrades on the Terrace; or
- (b) place any landscaping, pot plants or other vegetation on the Terrace;
or

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- (c) use a hose to clean or wash down any part of the Terrace; or
- (d) do anything in your Lot which will cause water to enter the Terrace, another Lot or Common Property.

11 Windows and doors

11.1 Overview

The windows and doors on the boundaries of your Lot and leading onto your Terrace are Common Property. Your Lot may have:

- (a) a Common Property glass door or wall leading onto your Terrace (or on the boundary of your Lot); and
- (b) a Common Property heritage cargo door, sliding door or roller shutter leading onto your Terrace (or on the boundary of your Lot).

11.2 Shared Facilities and Heritage Items

Under the Strata Management Statement, heritage cargo doors and some sliding doors are designated as Heritage Items and are Shared Facilities. By-law 15.2 (“Role of the Building Management Committee”) applies.

11.3 Your obligations for glass treatments and cleaning

Most of the windows and glass doors in your Lot have been specially treated. You must regularly clean and keep clean the internal surfaces of window and glass doors on the boundaries of your Lot, including glass doors leading onto your Terrace. When you comply with your obligations under this by-law 11.3, you may use only liquid cleaning agents and must not use scourers.

11.4 Repositioning cargo doors and roller shutters

Most cargo doors and roller shutter doors are permanently fixed in place. You must not reposition (either temporarily or permanently) a cargo door or roller shutter on the boundary of your Lot if:

- (a) by repositioning the door or shutter, you interfere with the use and enjoyment of another Lot (eg you block sunlight or access into another Lot); or
- (b) the Conservation Management Plan prohibits you from repositioning the door or shutter.

If the door or shutter is permanently fixed in place, you must obtain consent from the Owners Corporation and the Building Management Committee to reposition the door or shutter. The Owners Corporation and Building Management Committee must not consent if the repositioned location will interfere with the use and enjoyment of another Lot or doesn't comply with the Conservation Management Plan.

12 Signage

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12.1 When do you need consent

The installation of signage in your Lot and on Common Property is regulated under the Strata Management Statement and, in particular, the Building and Use Standards. You must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before you install a sign in your Lot or on Common Property.

12.2 For sale signs

In addition to your obligations under this by-law and the Strata Management Statement, you must not install or display in your Lot or on Common Property any "For Sale" or "For Lease" signs.

12.3 Owners Corporation

The Owners Corporation must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before it installs a sign on Common Property.

12.4 Maintaining signs

You must properly maintain, repair and, where necessary, replace any sign in your Lot or for your Lot, whether or not you installed the sign.

13 Keeping an animal

13.1 Your obligations

You must not keep an animal in your Lot or on Common Property unless it is a guide dog, a hearing dog or other animal trained to assist to alleviate the effect of a disability and you need the dog or other animal because of a visual, hearing or other disability.

13.2 Your visitors

You must not allow your visitors to bring an animal into Commercial South unless it is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual, hearing or other disability.

14 Development Deed

14.1 Powers of the Owners Corporation

The Owners Corporation has the power to enter into a Development Deed with the Developer.

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14.2 Purpose of the Development Deed

The purpose of the Development Deed is to allow the Developer to carry out works in Jones Bay Wharf, subdivide Stratum Lots and subdivide Lots in Commercial South and lots in other Strata Schemes.

14.3 Provisions of the deed

The Development Deed may contain provisions about things like:

- (a) the rights of the Developer to carry out construction and subdivide Stratum Lots, Lots in Commercial South and lots in other Strata Schemes; and
- (b) the right of the Developer to use Common Property for the purposes of the construction and subdivision; and
- (c) the obligation of the Owners Corporation to sign a strata management statement for a strata plan to be registered in respect of a Stratum Lot; and
- (d) the obligation of the Owners Corporation to consent to any application by the Developer to dispense with the requirements to lodge a strata management statement for a strata plan to be registered in respect of a Stratum Lot; and
- (e) the obligation of the Developer to cause minimal interruption to Owners and Occupiers when carrying out works under the Development Deed; and
- (f) the obligations of the Owners Corporation to ensure that the Developer may lodge strata plans and strata plans of subdivision contemplated in the Development Deed.

15 Common Property

15.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities (eg Gantries and other Heritage Items and the Public Access Areas).

15.2 Role of the Building Management Committee

The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

15.3 What are your obligations?

You must:

- (a) use Common Property equipment only for its intended purpose; and

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- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons carrying out Works in Commercial South on your behalf.

15.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

16 Licences

16.1 Powers of the Owners Corporation

If permitted by law, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities). The Owners Corporation may exercise its powers under this by-law 16 only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 16 may include provisions about things like:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

17 Insurance premiums

17.1 Consent from the Owners Corporation

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

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17.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 17, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

17.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

18 Security at Commercial South

18.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Commercial South and to prevent fires and other hazards.

18.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property security cameras and other surveillance equipment (either audio or visual) for the security of Commercial South.

18.3 Restricting access to Common Property

Subject to the by-laws and the Strata Management Statement, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in Commercial South where you do not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Commercial South. The Owners Corporation may exclude you from using these parts of Common Property.

18.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Commercial South.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

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18.5 Providing Owners and Occupiers with Security Keys

The Building Management Committee is responsible to provide Owners and Occupiers with Security Keys to access carparks in Jones Bay Wharf and other Shared Facilities (subject to the requirements in the Strata Management Statement for use of those facilities).

18.6 Capacity of Owners Corporation

The Owners Corporation may exercise its rights under this by-law 18 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

18.7 Restrictions on exercising rights

When the Owners Corporation exercises its rights under this by-law 18:

- (a) it must comply with the Strata Management Statement; and
- (b) it must not interfere with Shared Facilities.

19 Public Access Areas

19.1 Use

Parts of the Public Access Areas are, subject to the easements registered with DP1050360, available for 24 hour use by:

- (a) members of the Building Management Committee; and
- (b) lessees and occupiers of lots in Strata Schemes and Stratum Lots; and
- (c) members of the public.

19.2 Obligations under the Strata Management Statement

Under the Strata Management Statement, the Building Management Committee must:

- (a) ensure that the public has 24 hour pedestrian and bicycle access to Public Access Areas (subject to the easements registered with DP1050360); and
- (b) not permit vehicular access to (or the parking on vehicles on) the Public Access Areas other than for emergencies, wharf maintenance and the loading, unloading and servicing of vessels in the Private Berthing Facility and the Commercial Berthing Facility.

See the Strata Management Statement for more information.

19.3 Access

At the date of registration of these by-laws, the Public Access Areas are available for use other than those parts of the Public Access Areas located in Lot 22 and lot 13 in DP883135. The arrangements for those parts of the

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Public Access Areas are dealt with in the easements registered with DP1050360.

20 Exclusive use of Gantries

20.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 12, 15, 16, 19 and 54. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

20.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 12, 15, 16, 19 and 54. The exclusive use and special privilege rights under this Exclusive Use By-Law in respect of Lot 54 commence when the Strata Plan of Subdivision is registered.

20.3 Exclusive use rights

You have exclusive use of the area above the upper surface of the Gantry in the second column adjacent to your Lot number:

Lot	Gantry
12	The Gantry on the western side of Commercial South between Grids 5 and 6.
15	The Gantry on the western side of Commercial South between Grids 13 and 14.
16	The Gantry on the western side of Commercial South between Grids 17 and 18.
19	The Gantry on the eastern side of Commercial South between Grids 11 and 12.
54	The Gantries on the eastern side of Commercial South between Grids 3 and 4 and between Grids 7 and 8.

The locations of the Gantries are shown on the Location Plan.

20.4 Special privileges

You may:

- (a) use the area of the Gantry of which you have exclusive use for purposes ancillary with the use and occupation of your Lot; and

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- (b) place outdoor furniture and other items on the area of the Gantry provided that you comply with the Building and Use Standards.

20.5 What are your obligations

When you exercise your rights under this Exclusive Use By-Law, you must, at your cost:

- (a) comply with the Building and Use Standards which apply to Terraces (as though the Gantry is a Terrace for the purposes of the Building and Use Standards); and
- (b) comply with the law and any requirements of Government Agencies about using the Gantry; and
- (c) keep the area of the Gantry of which you have exclusive use in a clean and tidy condition; and
- (d) ensure that the Gantry is not overloaded and observe any maximum load weights for the Gantry, nominated by the Owners Corporation from time to time.

20.6 Some prohibitions

You must not:

- (a) do anything to interfere with the heritage significance of the Gantry or otherwise contravene the Conservation Management Plan; or
- (b) attach anything to the Gantry, paint the Gantry or otherwise interfere with the surfaces and finishes of the Gantry; or
- (c) do anything (or permit anything to be done) which may be dangerous.

20.7 Obligations of the Owners Corporation

Subject to the by-laws and the Strata Management Statement, the Owners Corporation must:

- (a) keep the Gantry in a good state of maintenance and repair; and
- (b) carry out any works to ensure that the Gantry complies with Conservation Management Plan.

21 Exclusive use of Timber Decking

21.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 12 to 19, the Café Lot and Lots 50 to 54. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

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21.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 12 to 19, the Café Lot and Lots 50 to 54. The exclusive use rights under this Exclusive Use By-Law in respect of Lots 50 to 54 commence when the Strata Plan of Subdivision is registered.

21.3 Exclusive use rights

You have exclusive use of the Timber Decking on the Terrace of your Lot.

21.4 What are your obligations?

You must, at your cost:

- (a) properly maintain, repair and, where necessary, replace the Timber Decking on your Terrace; and
- (b) maintain the timber treatment applied to the Timber Decking on your Terrace according to the Building and Use Standards; and
- (c) comply with the instructions of the Owners Corporation and the Building Management Committee (both acting reasonably) about the frequency and standard of maintenance for the Timber Decking on your Terrace; and
- (d) reapply the timber treatment applied to the Timber Decking on your Terrace at the intervals required by the Owners Corporation and under the Building and Use Standards.

22 Exclusive use of Café Kitchen Exhaust

22.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of the Café Lot. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

22.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of the Café Lot.

22.3 Exclusive use and special privilege rights

Subject to by-law 22.4 (“Consents before exercising rights”), you have:

- (a) exclusive use of the Café Kitchen Exhaust; and
- (b) the special privilege to connect to and use the Café Kitchen Exhaust; and
- (c) the special privilege to install a fan or other equipment on the Common Property roof of Commercial South necessary to operate the Café Kitchen Exhaust; and

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- (d) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect the Café Lot to the Café Kitchen Exhaust.

22.4 Consents before exercising rights

Before you exercise your rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that:
 - (i) any installation will not create noise or vibration which may interfere unreasonably with another Owner or Occupier; and
 - (ii) any fan will be suitably screened from view; and
 - (ii) the location of any pipes, wires, cables or ducts you propose to install will not interfere with Common Property services or Shared Facilities.

22.5 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Café Kitchen Exhaust and any fan and filters for the Café Kitchen Exhaust (but not structural maintenance, repairs or replacements); and
- (b) take all reasonable actions to ensure that any fan does not interfere unreasonably with another Owner or Occupier; and
- (c) maintain, repair and, where necessary, replace any fans, filters, pipes, wires, cables and ducts installed according to this Exclusive Use By-Law to connect your Lot to the Café Kitchen Exhaust (whether or not you installed them).
- (d) arrange for regular cleaning and inspection of the Café Kitchen Exhaust, including any fans and filters; and
- (e) comply with the requirements of Government Agencies for kitchen exhausts, fans and filters; and
- (f) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law.

22.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) carry out structural maintenance, repairs and replacements of the Café Kitchen Exhaust; and

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- (b) if the Café Lot is not connected to or does not use the Café Kitchen Exhaust, maintain and repair the Café Kitchen Exhaust.

23 Exclusive use of Retail Kitchen Exhaust

23.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of the Retail Lots. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

23.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means an Owner of a Retail Lot. The exclusive use and special privilege rights under this Exclusive Use By-Law commence when the Strata Plan of Subdivision is registered.

23.3 Exclusive use and special privilege rights

Subject to by-law 23.4 (“Consents before exercising rights”), the Owners of the Retail Lots jointly have:

- (a) exclusive use of the Retail Kitchen Exhaust; and
- (b) the special privilege to connect to and use the Retail Kitchen Exhaust; and
- (c) the special privilege to install a fan or other equipment on the Common Property roof of Commercial South necessary to operate the Retail Kitchen Exhaust; and
- (d) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect their Retail Lot to the Retail Kitchen Exhaust.

23.4 Consents before exercising rights

Before you exercise your rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that:
 - (i) any installation will not create noise or vibration which may interfere unreasonably with another Owner or Occupier; and
 - (ii) any fan will be suitably screened from view; and
 - (iii) the location of any pipes, wires, cables or ducts you propose to install will not interfere with Common Property services or Shared Facilities.

23.5 What are your obligations?

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You must, at your cost:

- (a) comply with the requirements of Government Agencies for kitchen exhausts; and
- (b) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law; and
- (c) maintain, repair and, where necessary, replace any fans, filters, pipes, wires, cables and ducts installed according to this Exclusive Use By-Law to connect your Retail Lot to the Retail Kitchen Exhaust (whether or not you installed them); and
- (d) take all reasonable actions to ensure that the operation of any fan does not interfere unreasonably with another Owner or Occupier; and
- (e) not unreasonably interfere with the use of the Retail Kitchen Exhaust by the Owner of another Retail Lot.

23.6 Obligations of the Owners Corporation

Subject to by-law 23.7 ("Paying costs"), the Owners Corporation must:

- (a) properly maintain, repair and, where necessary, replace the Retail Kitchen Exhaust; and
- (b) arrange for regular cleaning and inspection of the Retail Kitchen Exhaust.

23.7 Paying costs

If your Retail Lot is connected to the Retail Kitchen Exhaust, you must contribute to the costs of the Owners Corporation under by-law 23.5 ("Obligations of the Owners Corporation") proportionately according to the relative proportions of the unit entitlement of your Retail Lot. The Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

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

24 Exclusive use of the Café Grease Trap

24.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the

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Owners of the Café Lot. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

24.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of the Café Lot.

24.3 Exclusive use and special privilege rights

Subject to by-law 24.4 (“Consents before exercising rights”), you have:

- (a) exclusive use of the Café Grease Trap; and
- (b) the special privilege to connect to and use the Café Grease Trap; and
- (c) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect the Café Lot to the Café Grease Trap; and
- (d) despite by-law 5.5 (“Parking”), the special privilege to park a vehicle on Common Property for the purposes of pumping out the Café Grease Trap.

24.4 Consents before exercising rights

Before you exercise your rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that the location of any pipes, wires, cables or ducts you propose to install will not interfere with Common Property services or with Shared Facilities.

24.5 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Café Grease Trap (but not structural maintenance, repairs or replacements); and
- (b) arrange for regular pump outs of the Café Grease Trap; and
- (c) ensure that the lid of the Café Grease Trap is properly fitted at all times; and
- (d) comply with the requirements of Government Agencies for grease traps; and
- (e) maintain, repair and, where necessary, replace any pipes, wires, cables and ducts installed according to this Exclusive Use By-Law to connect your Lot to the Café Grease Trap (whether or not you installed them); and

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- (f) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law.

24.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) carry out structural maintenance, structural repairs and, where necessary, replace the Café Grease Trap; and
- (b) if the Café Lot is not connected to or does not use the Café Grease Trap, maintain and repair the Café Grease Trap.

25 Exclusive use of Retail Grease Trap

25.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of the Retail Lots. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

25.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means an Owner of a Retail Lot. The exclusive use and special privilege rights under this Exclusive Use By-Law commence when the Strata Plan of Subdivision is registered.

25.3 Exclusive use and special privilege rights

Subject to by-law 25.4 (“Consents before exercising rights”) the Owners of the Retail Lots jointly have:

- (a) exclusive use of the Retail Grease Trap; and
- (b) the special privilege to connect to and use the Retail Grease Trap; and
- (c) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect their Retail Lot to the Retail Grease Trap.

25.4 Consents before exercising rights

Before you exercise your rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that the location of any pipes, wires, cables or ducts you propose to install will not interfere with Common Property services or with Shared Facilities.

25.5 What are your obligations?

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You must, at your cost:

- (a) comply with the requirements of Government Agencies for grease traps; and
- (b) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law; and
- (c) maintain, repair and, where necessary, replace any pipes, wires, cables and ducts installed according to this Exclusive Use By-Law to connect your Retail Lot to the Retail Grease Trap (whether or not you installed them); and
- (d) not unreasonably interfere with the use of the Retail Grease Trap by the Owner of another Retail Lot.

25.6 Obligations of the Owners Corporation

Subject to by-law 25.6 (“Paying costs”), the Owners Corporation must:

- (a) properly maintain, repair and, where necessary, replace the Retail Grease Trap; and
- (b) ensure that the lid of the Retail Grease Trap is properly fitted at all times; and
- (c) arrange for regular pump outs of the Retail Grease Trap; and
- (d) arrange for regular cleaning and inspection of the Retail Grease Trap.

25.7 Paying costs

If your Retail Lot is connected to the Retail Grease Trap, you must contribute to the costs of the Owners Corporation under by-law 25.5 (“Obligations of the Owners Corporation”) proportionately according to the relative proportion of the unit entitlement of your Retail Lot. The Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

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

26 Exclusive use of the Lot 54 Grease Trap

26.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner

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of Lot 54. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

26.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of Lot 54. The exclusive use and special privilege rights under this Exclusive Use By-Law commence when the Strata Plan of Subdivision is registered.

26.3 Exclusive use and special privilege rights

Subject to by-law 26.4 (“Consents before exercising rights”) you have:

- (a) exclusive use of the Lot 54 Grease Trap; and
- (b) the special privilege to connect to and use the Lot 54 Grease Trap; and
- (c) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect Lot 54 to the Lot 54 Grease Trap; and
- (d) despite by-law 5.5 (“Parking”), the special privilege to park a vehicle on Common Property for the purposes of pumping out the Lot 54 Grease Trap.

26.4 Consents before exercising rights

Before you exercise your rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that the location of any pipes, wires, cables or ducts you propose to install will not interfere with Common Property services or with Shared Facilities.

26.5 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Lot 54 Grease Trap (but not structural maintenance, repairs or replacements); and
- (b) arrange for regular pump outs of the Lot 54 Grease Trap; and
- (c) ensure that the lid of the Lot 54 Grease Trap is properly fitted at all times; and
- (d) comply with the requirements of Government Agencies for grease traps; and
- (e) maintain, repair and, where necessary, replace any pipes, wires, cables and ducts installed according to this Exclusive Use By-Law to

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connect your Lot to the Lot 54 Grease Trap (whether or not you installed them); and

- (f) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law.

26.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) carry out structural maintenance, structural repairs and, where necessary, replace the Lot 54 Grease Trap; and
- (b) if Lot 54 is not connected to or does not use the Lot 54 Grease Trap, maintain and repair the Lot 54 Grease Trap.

27 Special privilege to install Equipment

27.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of the Café Lot and Retail Lots 44, 45 and 46. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

27.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owner of the Café Lot and the Owners of Retail Lots 44, 45 and 46. The special privilege rights under this Exclusive Use By-Law in respect of Retail Lots 44, 45 and 46 commence when the Strata Plan of Subdivision is registered.

27.3 Special privilege rights

Subject to by-law 27.4 (“Consents before exercising rights”), you have:

- (a) the special privilege to install the Equipment in the area shown next to your lot in the table; and
- (b) the special privilege to make alterations to Common Property (including Common Property walls and floors on the boundary of your Lot) and install pipes, wires and cables in Common Property necessary to connect your Lot to the Equipment installed by you.

Lot	Area
Café Lot	Area A
Retail Lot 44	Area B
Retail Lot 45	Area C

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Lot	Area
Retail Lot 46	Area D

27.4 Consents before exercising rights

Before you exercise your special privilege rights under this Exclusive Use By-Law, you must:

- (a) obtain all necessary consents under the Strata Management Statement and, in particular, the Building and Use Standards; and
- (b) satisfy the Owners Corporation (which must act reasonably) that:
 - (i) the Equipment you install (or which services your Lot) will not create noise or vibration which may interfere unreasonably with another Owner or Occupier; and
 - (ii) the Equipment you install (or which services your Lot) will be suitably screened from height; and
 - (iii) the location of any pipes, wires and cables you propose to install will not interfere with Common Property Services or with Shared Facilities.

27.5 What are your obligations?

You must, at your cost:

- (a) comply with the requirements of Government Agencies about the operation, maintenance, repair and replacement of Equipment you install (or which services your Lot); and
- (b) take all reasonable action to ensure that the operation of Equipment you install does not interfere unreasonably with another Owner or Occupier; and
- (c) maintain, repair and, where necessary, replace Equipment you install (or which services your Lot) and any pipes, wires and cables installed according to this Exclusive Use By-Law which service your Lot; and
- (d) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law.

27.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost, carry out structural maintenance, repairs and replacements of Areas A, B, C and D.

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28 Exclusive use of the Service Conduits and the installation of Service Lines

28.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of lots 1 to 21 and lots 41 to 54. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

28.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 1 to 21 and 41 to 54. The exclusive use and special privilege rights for the Owners of Lots 41 to 54 commence when the Strata Plan of Subdivision is registered.

28.3 Exclusive use and special privilege rights

You have:

- (a) exclusive use of the Service Conduits in the Common Property floor of your Lot; and
- (b) the special privilege to install and maintain Service Lines in the Service Conduits in the floor of your Lot; and
- (c) the special privilege to make minor alterations to Common Property in order to install Service Lines in the Service Conduits in the floor of your Lot.

You do not need consent from the Owners Corporation or the Building Management Committee to exercise your rights under this Exclusive Use By-Law.

28.4 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Service Conduits in the floor of your Lot (but not structural maintenance, repairs or replacements); and
- (b) comply with the requirements of Government Agencies for service conduits; and
- (c) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-Law; and
- (d) maintain, repair and, where necessary, replace any Service Lines installed in the Service Conduit in the floor of your Lot (whether or not you installed them).

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28.5 Obligations of the Owners Corporation

The Owners Corporation must, at its cost, carry out structural maintenance, structural repairs and, where necessary, replace the Service Conduits (but not Service Lines installed in a Service Conduit).

29 Exclusive use of Fabric Sunshades

29.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 52 and 53. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

29.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 52 and 53. The exclusive use rights under this Exclusive Use By-Law commence when the Strata Plan of Subdivision is registered.

29.3 Exclusive use rights

You have exclusive use of the Fabric Sunshades in your Lot.

29.4 What are your obligations?

You must, at your cost:

- (a) properly maintain, repair and, where necessary, replace the Fabric Sunshades of which you have exclusive use (whether or not you installed them); and
- (b) clean and keep clean the Fabric Sunshades of which you have exclusive use; and
- (c) comply with the reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this Exclusive Use By-Law.

29.5 Changing or replacing Fabric Sunshades

These requirements apply if you propose to change, replace or relocate the Fabric Sunshade in your Lot:

- (a) unless you have consent from the Owners Corporation, you must change or replace the Fabric Sunshades with fabric sunshades of the same material, colour and style as the Fabric Sunshades installed when the Strata Plan of Subdivision was registered; and
- (b) you must obtain consent from the Owners Corporation to move or relocate a Fabric Sunshade.

29.6 Some prohibitions

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You must not:

- (a) do anything which will or might interfere with the function, operation and use of the Fabric Sunshades in your Lot; or
- (b) attach anything to the Fabric Sunshades, paint the Fabric Sunshades or otherwise interfere with the surfaces and finishes of the Fabric Sunshades; or
- (c) remove the Fabric Sunshades from your Lot unless you obtain approval from the Owners Corporation and the Building Management Committee.

30 Exclusive use of External Aluminium Louvres

30.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 12, 13, 14, 15, 16, 17, 18, 19 and 54. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

30.2 Interpreting this by-law

In this Exclusive Use By-Law, “you” means the Owners of Lots 12, 13, 14, 15, 16, 17, 18,19 and 54. The exclusive use rights under this Exclusive Use By-Law in respect of Lot 54 commence when the Strata Plan of Subdivision is registered.

30.3 Exclusive use rights

You have exclusive use of the External Aluminium Louvres in your Lot.

30.4 What are your obligations?

You must, at your cost:

- (a) properly maintain, repair and, where necessary, replace the External Aluminium Louvres of which you have exclusive use (whether or not you installed them); and
- (b) clean and keep clean the External Aluminium Louvres of which you have exclusive use; and
- (c) comply with the reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this Exclusive Use By-Law.

30.5 Changing or replacing External Aluminium Louvres

These requirements apply if you propose to change, replace or relocate the External Aluminium Louvres in your Lot:

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- (a) unless you have consent from the Owners Corporation, you must change or replace the External Aluminium Louvres with louvres of the same material, colour and style as the External Aluminium Louvres installed when the strata plan for Commercial South was registered or, for Lot 54, when the Strata Plan of Subdivision was registered; and
- (b) you must obtain consent from the Owners Corporation to move or relocate an External Aluminium Louvre.

30.6 Some prohibitions

You must not:

- (a) do anything which will or might interfere with the function, operation and use of the External Aluminium Louvres in your Lot; or
- (b) attach anything to the External Aluminium Louvres, paint the External Aluminium Louvres or otherwise interfere with the surfaces and finishes of the External Aluminium Louvres; or
- (c) remove the External Aluminium Louvres from your Lot unless you obtain approval from the Owners Corporation and the Building Management Committee.

31 Rules

31.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Commercial South and, in particular, the use of Common Property.

31.2 Changing the Rules

The Owners Corporation may add to or change the Rules at any time.

31.3 What are your obligations?

You must comply with the Rules.

31.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

31.5 Inconsistencies with the Strata Management Statement

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

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31.6 Inconsistencies between a Rule and a lease

If a Rule is inconsistent with a lease with the Authority for a Lot or Common Property, the lease prevails to the extent of the inconsistency.

32 Agreement with the Building Manager

32.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Commercial South and for Jones Bay Wharf generally. The Owners Corporation may exercise its power under this by-law 32 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

32.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to the Building Manager.

32.3 Terms of the agreement

The terms of the agreements the Owners Corporation enters into under this by-law 32 must not exceed one year (or any other terms specified by law). If permitted by law, the agreements may have provisions about:

- (a) the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and
- (b) the rights of the Building Manager to assign the agreement; and
- (c) other provisions required by law.

32.4 Remuneration

The remuneration for the Building Manager is at the discretion of the Owners Corporation.

32.5 Duties

The duties of the Building Manager may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property; and
- (c) providing services to the Owners Corporation, Owners and Occupiers; and
- (d) supervising employees and contractors of the Owners Corporation; and

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- (e) supervising Commercial South generally; and
- (f) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Commercial South.

32.6 Building manager appointed by the Building Management Committee

The Owners Corporation must not appoint the Building Manager to perform functions which are (or will be) performed by the building manager appointed by the Building Management Committee.

32.7 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation in its capacity as a member of the Building Management Committee and a building manager are in the Strata Management Statement.

33 How are consents given?

33.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation at a general meeting or the Executive Committee at a meeting of the Executive Committee.

33.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

33.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

34 Failure to comply with by-laws

34.1 Rights of the Owners Corporation

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, acting reasonably, have not done properly.

34.2 Notice

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

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- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

34.3 Debts

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

35 Applications and complaints

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

36 Interpretation

36.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Area A means the area marked A on the Location Plan.

Area B means the area marked B on the Location Plan.

Area C means the area marked C on the Location Plan.

Area D means the area marked D on the Location Plan.

Authority means the lessor (as that term is defined in Development Act) from time to time for Lots and Common Property. Where appropriate in the context, “**Authority**” also includes agents, employees, invitees and licensees of the Authority.

Bike Racks has the same meaning as it does in the Strata Management Statement.

Building and Use Standards means the building and use standards in schedule 4 of the Strata Management Statement.

Building Management Committee means the committee established under the Strata Management Statement and the Development Act to administer Jones Bay Wharf.

Building Manager means the person appointed by the Owners Corporation under by-law 32 in its capacity as an owners corporation (“Agreement with the Building Manager”).

Business Uses means commercial offices, showroom, warehouses, maritime business uses (including brokerage, chandlery, shore facilities and uses supporting charter vessel operations), ancillary retail, cafes and restaurants and other uses permitted by relevant Government Agencies from time to time.

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Café Grease Trap means the Common Property grease trap located between Grids 17 and 18 which services (or may service) the Café Lot. The Café Grease Trap includes the lid of the Café Grease Trap and all Common Property pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump out of it.

Café Kitchen Exhaust means the Common Property kitchen exhaust shown in the Location Plan which services (or may service) the Café Lot. The Café Kitchen Exhaust includes all Common Property pipes, ducts, vents, fans, filters and other services associated with the use, operation, maintenance, repair, cleaning and inspection of the Café Kitchen Exhaust.

Café Lot means Lot 21 in Commercial South.

Commercial Berthing Facility means lot 3 in DP1050360 (and any Strata Scheme into which it is subdivided).

Commercial South means strata scheme no. 69951.

Common Property means common property in Commercial South and personal property of the Owners Corporation.

Conservation Management Plan means the conservation management plan in schedule 5 of the Strata Management Statement.

Developer means Jones Bay Wharf Pty Limited (ABN 82 092 260 743).

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

Development Deed means the deed between the Owners Corporation and the Developer according to by-law 14 (“Development Deed”).

Directory Board has the same meaning as it does in the Strata Management Statement.

Equipment means remote condenser equipment and motors which provide condenser water for refrigeration or airconditioning (or both) to each of the Café Lot and Retail Lots.

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 Management Act.

Executive Committee means the executive committee of the Owners Corporation.

External Aluminium Louvres means the external aluminium louvres located on the Terraces of Lots 12, 13, 14, 15, 16, 17, 18, 19 and 54.

Fabric Sunshade means the fabric sunshades on the Terraces of Lots 52 and 53.

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Gantry means each of the Heritage Item movable gantries located on Common Property, which are of heritage significance and subject to the Conservation Management Plan.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or stated owned corporation.

Grid, in relation to Commercial South, means grid references 0 to 20 running from south to north and grid references A to K running from east to west as shown on the Location Plan.

Heritage Items has the same meaning as it does in the Strata Management Statement.

Jones Bay Wharf means the land and improvements in Commercial South (including the Strata Plan of Subdivision), strata scheme nos 69950 and the Private Berthing Facility and the Commercial Berthing Facility.

Location Plan means the location plan in schedule 1.

Lot means a Lot in Commercial South, including the Retail Lots, the Café Lot and any carspace or utility lots.

Lot 54 Grease Trap means the Common Property grease trap shown in the Location Plan and located at Grids 0 to 1 which services (or may service) Lot 54. The Lot 54 Grease Trap includes the lid of the Lot 54 Grease Trap and all Common Property pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump out of it.

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

Management Plans means:

- (a) the Conservation Management Plan; and
- (b) the structure maintenance and management plan in schedule 7 of the Strata Management Statement; and
- (c) the environment management plan in schedule 8 of the Strata Management Statement.

Management Strategies means the management strategies adopted by the Building Management Committee according to the Strata Management Statement.

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

Owner means, if a leasehold interest exists in respect of a Lot:

- (a) the lessee (as that term is defined in the Development Act) for the time being of a leasehold interest in the Lot; and

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- (b) if a Lot is subdivided or resubdivided, the lessees (as that term is defined in the Development Act) for the time being of a leasehold interest in the new Lots; and
- (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.

If no leasehold interest exists in respect of a Lot, Owner means the proprietor (as that term is defined in the Development Act) or mortgagee in possession of the Lot.

Owners Corporation means The Owners - Strata Plan No. 69951.

Private Berthing Facility means strata scheme no. 70640.

Public Access Areas means those parts of Common Property and other areas in Jones Bay Wharf which are burdened by easements numbered 6 and 7 in DP1050360.

Retail Grease Trap means the Common Property grease trap shown in the Location Plan and located at Grids 0 and E and F in the Common Property plantroom in the carpark of Commercial South which services (or may service) the Retail Lots. The Retail Grease Trap includes the lid of the Retail Grease Trap and all Common Property pipes, ducts, vents, filters and other services associated with the use, operation, maintenance, repair and pump out of it.

Retail Kitchen Exhaust means the Common Property kitchen exhaust which services (or may service) the Retail Lots. The Retail Kitchen Exhaust includes all Common Property pipes, ducts, vents, fans, filters and other services associated with the use, operation, maintenance, repair, cleaning and inspection of the Retail Kitchen Exhaust.

Retail Lots means Lots 41 to 46 created on registration of the Strata Plan of Subdivision.

Rules means rules made by the Owners Corporation according to by-law 31 ("Rules").

Security Key means a key, magnetic card or other device or information used in Commercial South to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Service Conduits means the Common Property conduits located in the floor of Lots 1 to 21 and, after registration of the Strata Plan of Subdivision, Lots 41 to 54.

Service Lines means cables, wires and ducts for the transmission of electricity or electronic data.

Shared Facility has the same meaning as it does in the Strata Management Statement.

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Strata Management Statement means the strata management statement registered with the strata plan for Commercial South (or the strata plan for another Strata Scheme) containing the rights and obligations of the Owners Corporation and the other members of the Building Management Committee in relation to issues affecting Jones Bay Wharf.

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

Strata Plan of Subdivision means strata plan no. 70641 subdividing Lot 22 into Lots 23 to 54.

Strata Scheme means a lot in Jones Bay Wharf that has been subdivided by a strata plan.

Stratum Lot means a lot in Jones Bay Wharf which has not been subdivided by a strata plan.

Terrace includes any terrace or balcony for a Lot shown on the strata plan for Commercial South.

Timber Decking means the timber decking forming the floor of the Terraces of Lots 13 to 19, the Café Lot and Lots 50 to 54.

36.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Statement)** the Management Statement includes the Management Plans, Management Strategies and Building and Use Standards; and
- (b) **(Management Act)** words that this by-law 36 does not explain have the same meaning as they do in the Management Act or the Development Act; and
- (c) **(you)** the word “you” means an Owner and an Occupier; and
- (d) **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act in force for Commercial South; and
- (e) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (f) **(variations or replacements)** a document (including the by-laws) includes any variation or replacement of it; and
- (g) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

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- (h) **(person)** a person includes an individual, a firm, a body corporate, an incorporated association or an authority; and
- (i) **(executors and administrators)** a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (j) **(singular includes plural)** the singular includes the plural and vice versa; and
- (k) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

36.3 Headings

Headings do not affect the interpretation of the by-laws.

36.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

36.5 Rights and remedies

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

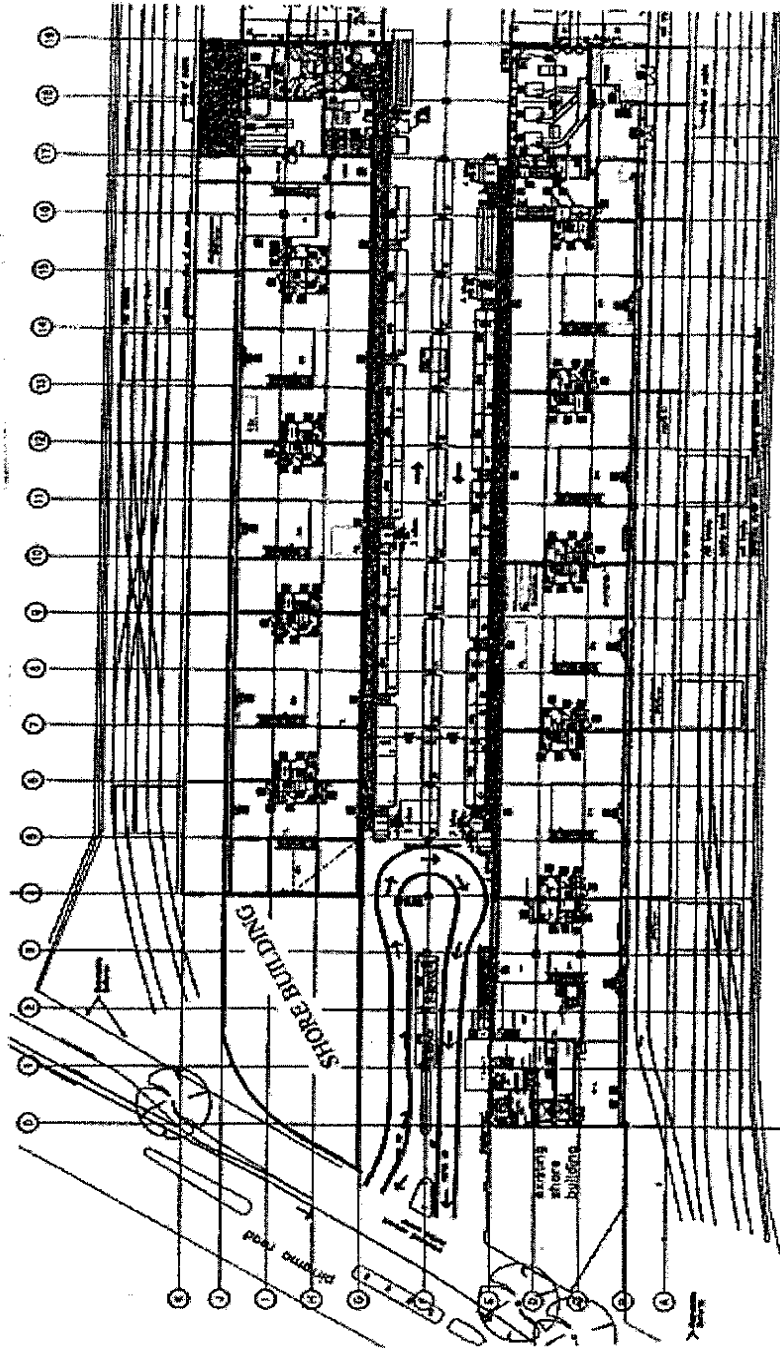
By-laws for Commercial South at Jones Bay Wharf

Schedule 1 - Location Plan

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**JONES BAY WHARF
COMMERCIAL SOUTH
STRATA SCHEME**

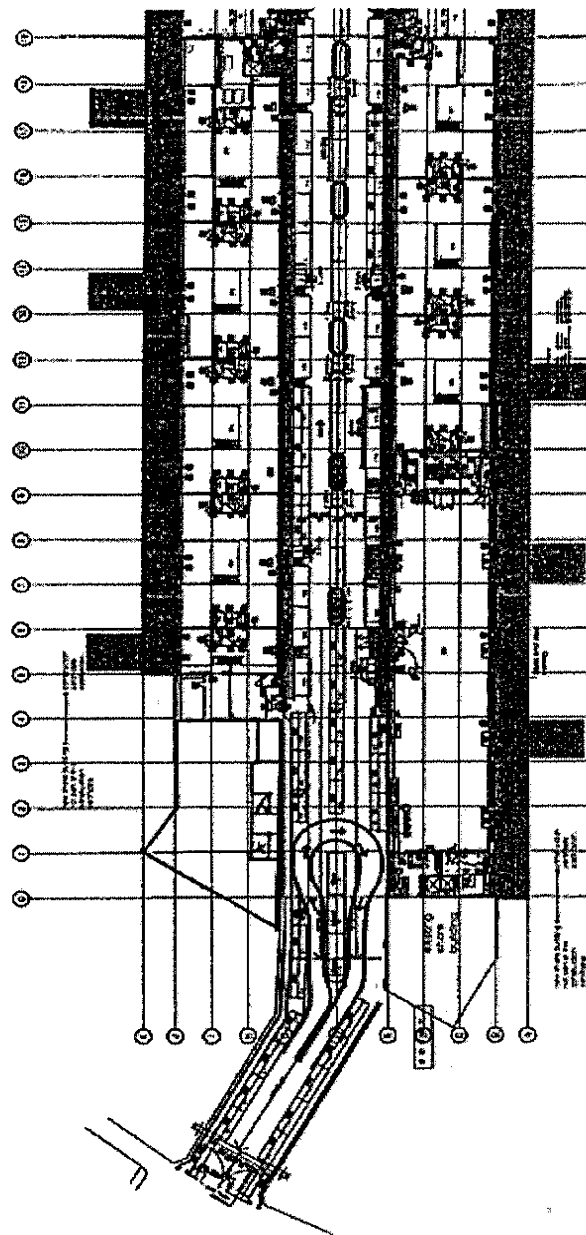


GENERAL ARRANGEMENTS - LOWER DECK LEVEL

FRANK M MASON & CO PTY LTD
Phone: 9929 6233 Fax: 9929 7727

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**JONES BAY WHARF
COMMERCIAL SOUTH
STRATA SCHEME**



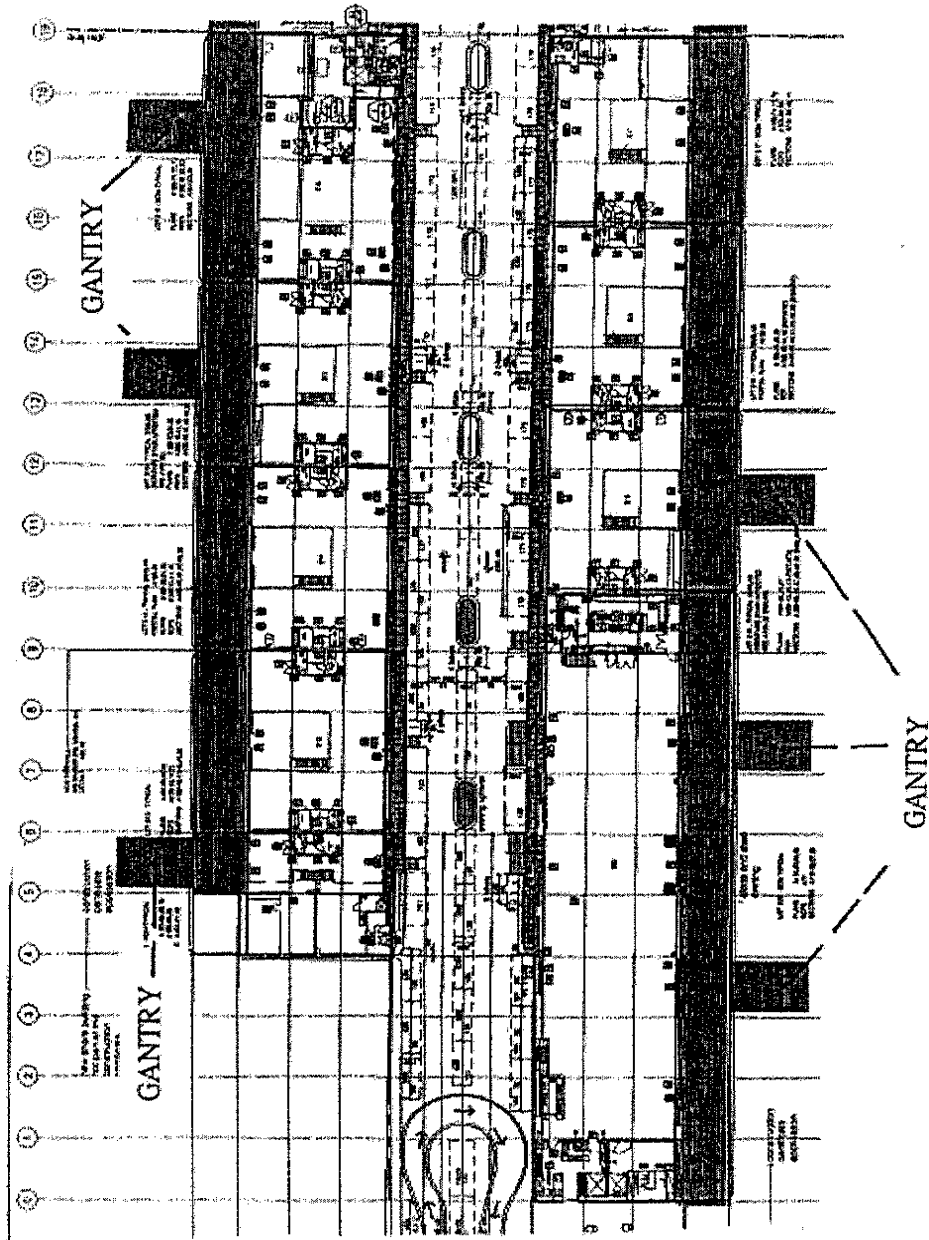
GENERAL ARRANGEMENTS - UPPER DECK LEVEL

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JONES BAY WHARF
COMMERCIAL SOUTH
STRATA SCHEME

BY-LAW 20

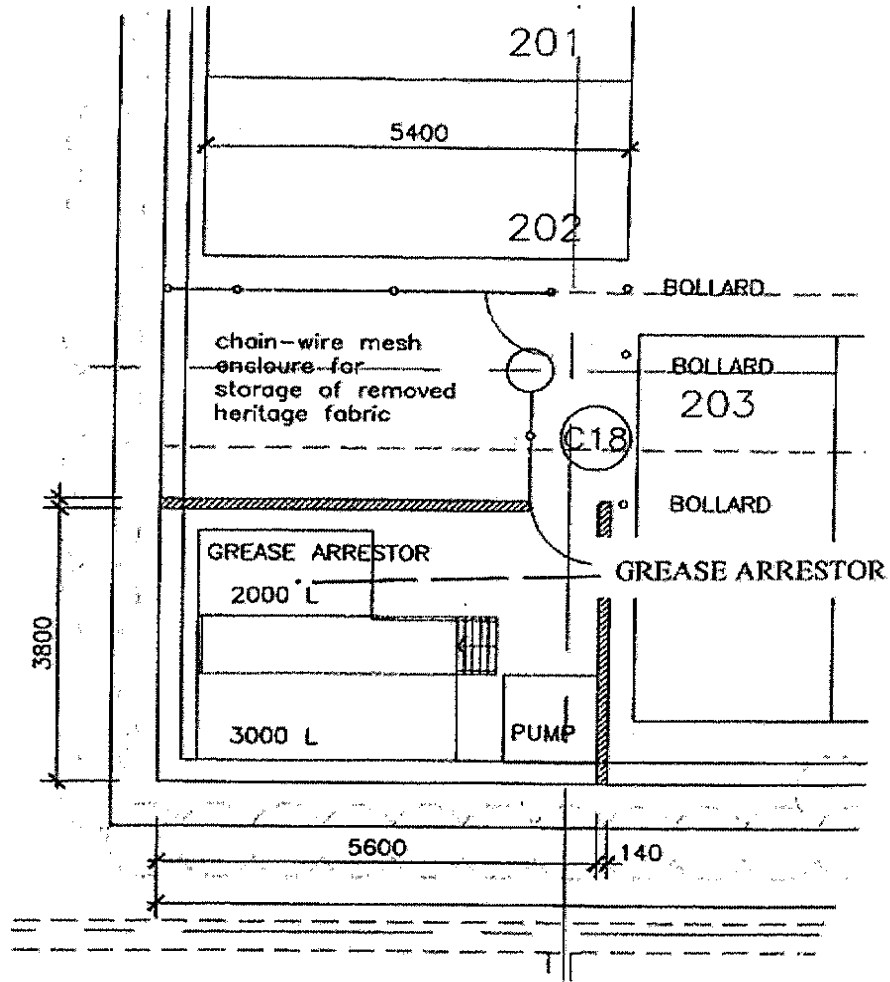


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JONES BAY WHARF COMMERCIAL SOUTH STRATA SCHEME

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BY-LAW 25 RETAIL GREASE TRAP

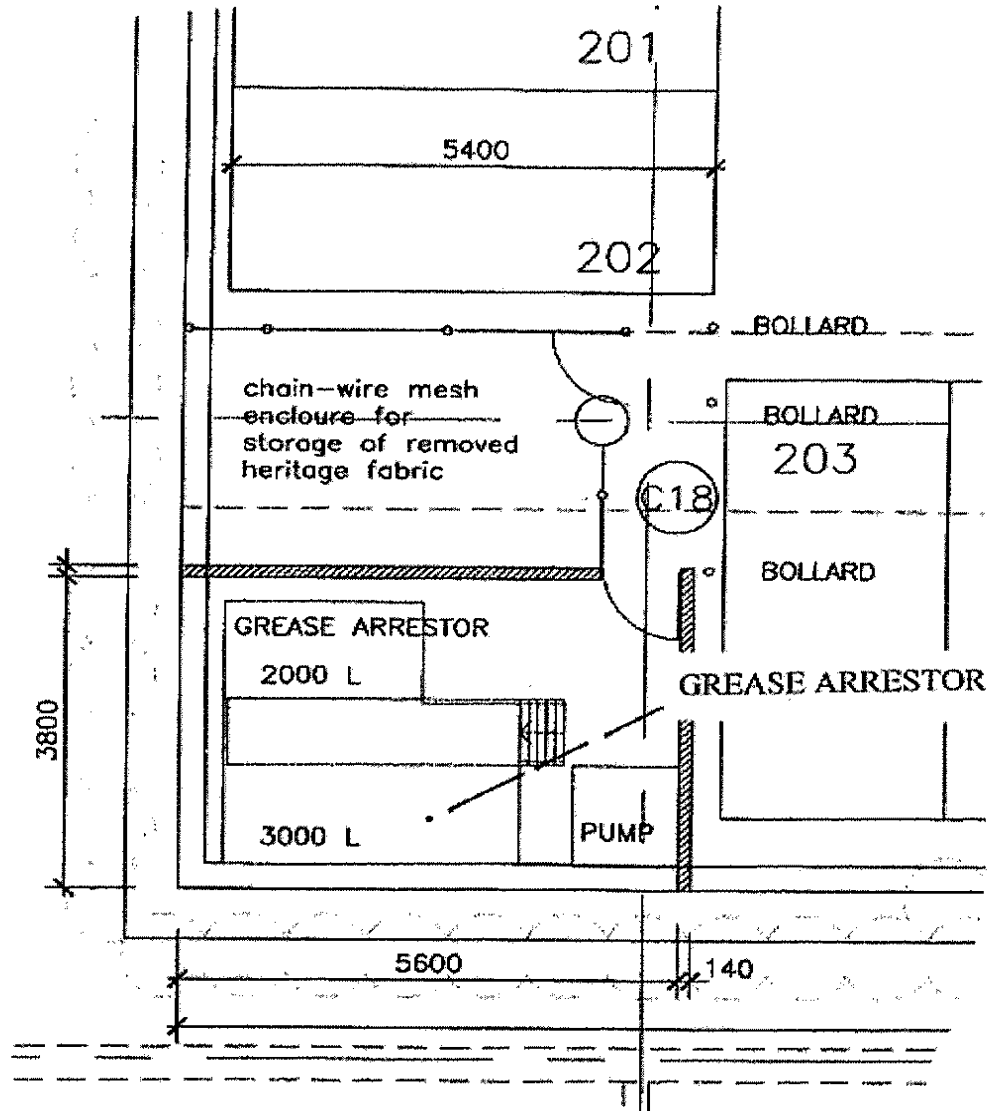


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JONES BAY WHARF COMMERCIAL SOUTH STRATA SCHEME

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BY-LAW 26 LOT 54 GREASE TRAP

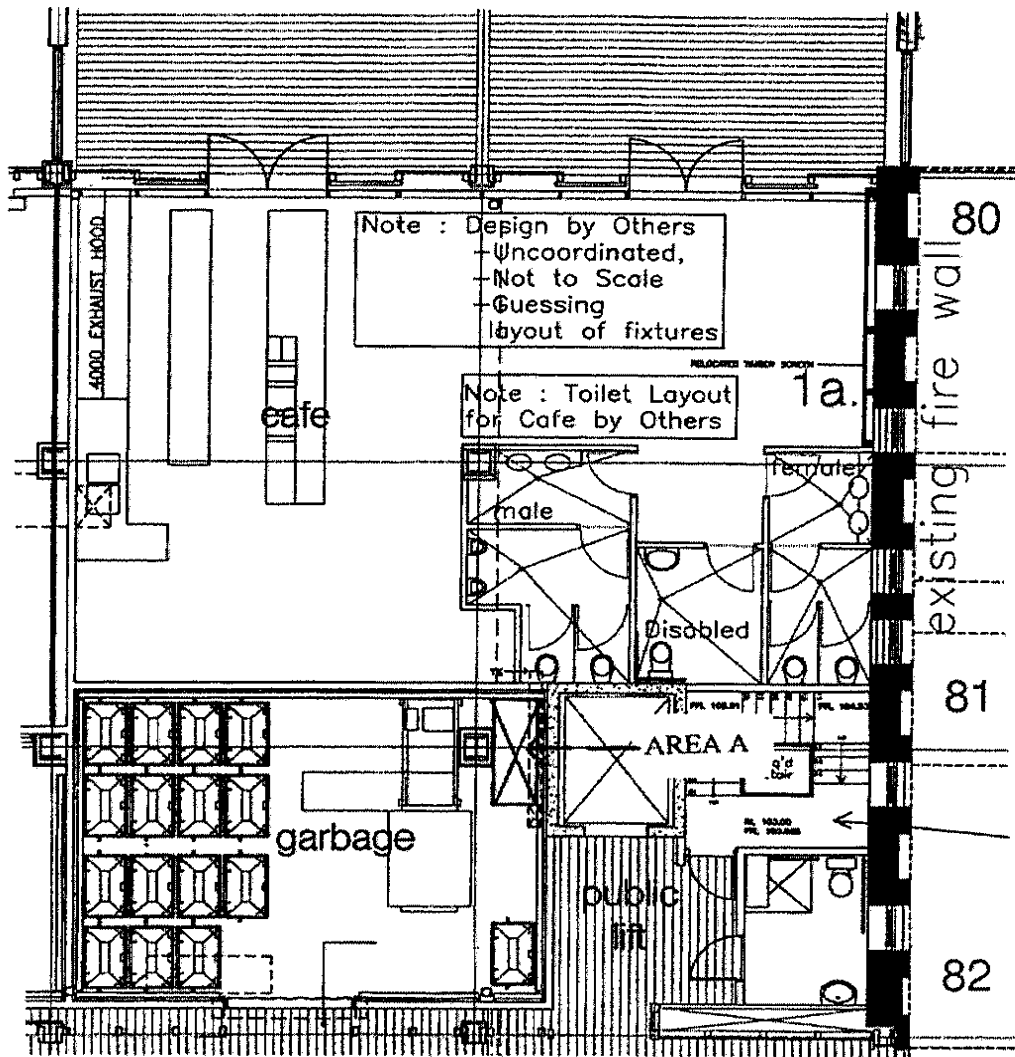


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JONES BAY WHARF COMMERCIAL SOUTH STRATA SCHEME

BY-LAW 27
AREA A
[LIMITED IN HEIGHT TO 1.5 METRES BELOW THE
UNDERSIDE OF THE GROUND FLOOR SLAB]

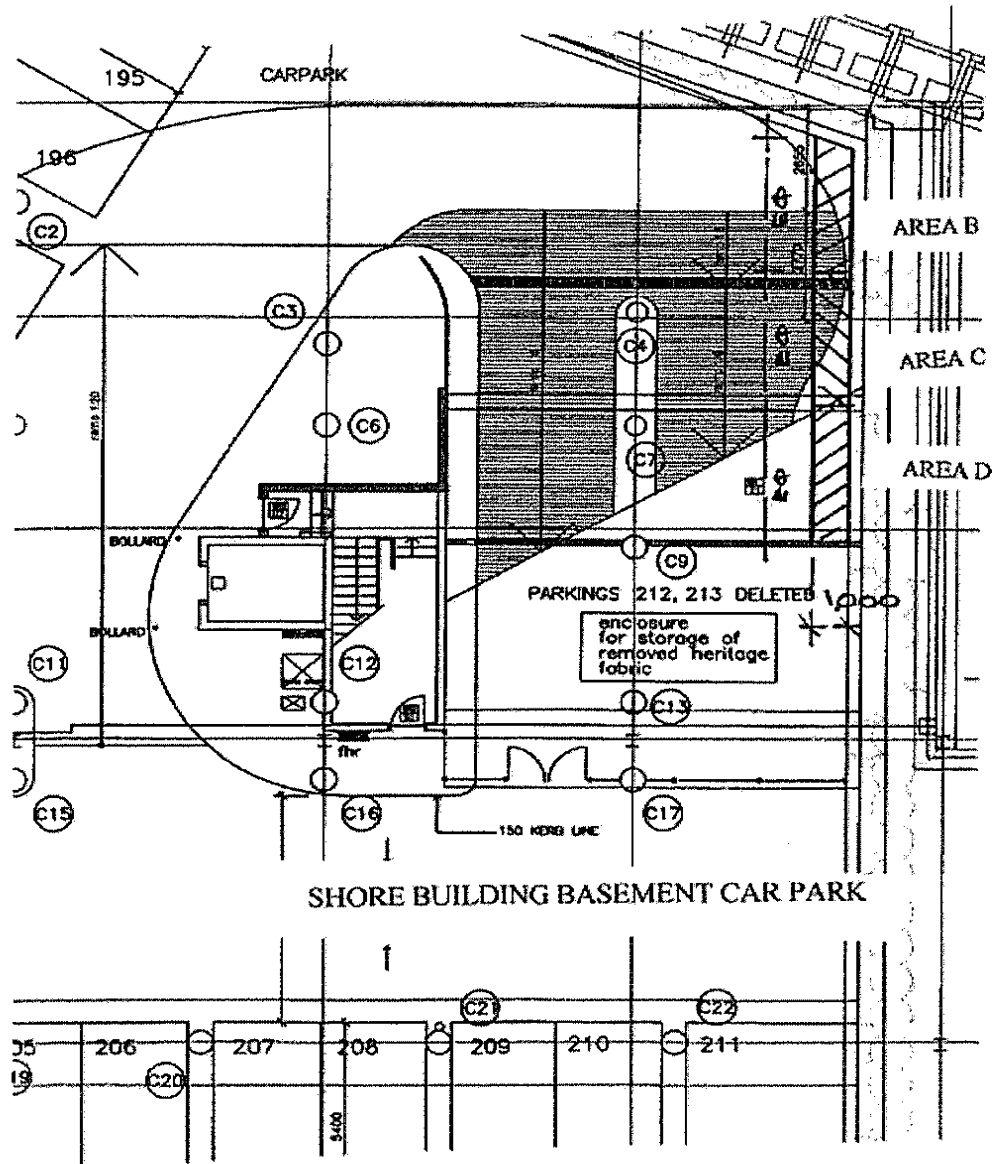


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JONES BAY WHARF COMMERCIAL SOUTH STRATA SCHEME

BY-LAW 27
AREAS B,C&D
[LIMITED IN HEIGHT TO 1.5 METRES BELOW THE
UNDERSIDE OF THE GROUND FLOOR SLAB]



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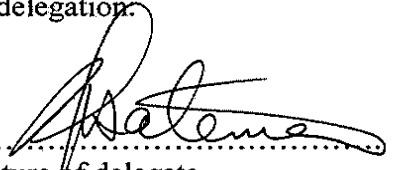
By-laws for Commercial South at Jones Bay Wharf


Signing page

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DATED: 22/9/03

Signed by **RON BATEMAN** 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)
GEORGE CHRIS PANAGAKIS

REGISTERED  09 9.10.2003

MALLESONS STEPHEN JAQUES

SP69951

19²⁰ | 21
JONES BAY WHARF

Strata Management
Statement

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Strata Management Statement for Jones Bay Wharf

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Strata Management Statement for Jones Bay Wharf

Part 1 - Jones Bay Wharf and the strata management statement

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1 What is a strata management statement?

1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of buildings where part of the building is subdivided by a strata scheme or schemes. These types of buildings are called “part building strata schemes”. The Strata Schemes at Jones Bay Wharf are part building strata schemes.

1.2 Rights and obligations

A strata management statement confers rights and obligations on the owners corporations and owners and occupiers of lots in a building in which there is a part building strata scheme. It contains procedures about a wide range of issues including meetings, financial management and the maintenance of shared facilities.

2 How does this management statement work?

2.1 Overview

This management statement contains a series of clauses about the management and operation of Jones Bay Wharf. It is divided into eight parts:

Part 1 **Jones Bay Wharf and the strata management statement**
Part 1 explains the management structure of Jones Bay Wharf and who must comply with this management statement.

Part 2 **Rights and obligations of the Committee**
Part 2 explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing Service Contractors and other persons to assist the Committee to perform its functions. It also explains the various management and maintenance plans and strategies for dealing with Shared Facilities.

Part 3 **Rights and obligations of Members, Owners and Occupiers**
Part 3 explains the rights and obligations of the Members, Owners and Occupiers. It includes provisions about insurance, disputes and access rights.

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- Part 4 **Committee meeting procedures and resolutions**
Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorums and the types of resolutions required for decisions of the Committee.

- Part 5 **Financial management**
Part 5 explains the procedures for preparing budgets, financial statements and the levying process for contributions to meet costs under this management statement. It also explains the establishment and requirements for the Administrative Fund and the Sinking Fund.

- Part 6 **Shared Facilities**
Part 6 explains how Shared Facilities work and are paid for by Members and Owners. It also explains the rights and obligations of Members, Owners and Occupiers when they use Shared Facilities.

- Part 7 **Miscellaneous**
Part 7 explains the procedures for resolving disputes and how to serve notices.

- Part 8 **Dictionary**
Part 8 explains the meaning of words and expressions and how to interpret this management statement.

2.2 Schedules

There are 11 important schedules at the end of this management statement:

- Schedule 1 lists the Shared Facilities in Jones Bay Wharf and gives a brief description of them.

- Schedule 2 lists the percentage of costs which each Member must contribute towards the operation, maintenance, repair and replacement of each Shared Facility.

- Schedule 3 contains the Shared Facilities Plan.

- Schedule 4 contains the Building and Use Standards.

- Schedule 5 contains the Conservation Management Plan.

- Schedule 6 contains the Structure Maintenance and Management Plan.

- Schedule 7 contains the Environment Management Plan.

- Schedule 8 contains the Approval process and the consents Members, Owners and Occupiers must obtain from the Authority before they carry out works at Jones Bay Wharf.

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- Schedule 9 contains the Appointment Form for use when a Member appoints a Representative or Substitute Representative.
- Schedule 10 contains the Proxy Form for Meetings and Emergency Meetings.
- Schedule 11 contains the Membership Form for use by new Members or Members who change their contact details.

2.3 Amending this management statement

The Committee may amend, modify or replace this management statement (or parts of it) only by Unanimous Resolution. Special provisions apply for amendments to:

- (a) the Management Plans and Building and Use Standards (see clauses 10 (“Management Plans”) and 12 (“Building and Use Standards”)); and
- (b) the Traffic Management Strategy (see clause 11.10 (“Amending Management Strategies”)).

See clause 41 (“Unanimous Resolutions”) for more information.

3 About Jones Bay Wharf

3.1 The Authority and leasehold land

The Authority owns the freehold title in all of the land in Jones Bay Wharf. It leases the various components of Jones Bay Wharf to each Member and the Owners of Strata Lots.

3.2 Leasehold interests

When the Authority leases land in Jones Bay Wharf, it creates a leasehold interest in the land in favour of the lessee (ie a Member or an Owner).

3.3 Leases for Strata Schemes

Each Strata Scheme has two types of leases:

- (a) Strata Lot leases; and
- (b) a Common Property lease.

The lease for a Strata Lot is between the owner of the leasehold interest in the Strata Lot (as tenant) and the Authority (as landlord). A lease for Common Property is between the Owners Corporation (as tenant) and the Authority (as landlord).

3.4 Stratum Lot leases

The lease for a Stratum Lot is between the owner of the leasehold interest in the Stratum Lot (as tenant) and the Authority (as landlord).

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3.5 Inconsistencies between leases and this management statement

A lease with the Authority prevails to the extent of any inconsistency between it and this management statement.

4 Who must comply with this management statement?

4.1 Effect of the management statement

This management statement has affect as an agreement under seal.

4.2 Compliance

The persons who must comply with this management statement are:

- (a) Owners Corporations; and
- (b) Owners of Stratum Lots and Strata Lots; and
- (c) Occupiers of Stratum Lots and Strata Lots (or part of them); and
- (d) the Authority (as the owner of the freehold title of the Jones Bay Wharf land).

4.3 Obligations for Occupiers

Owners must:

- (a) include in any lease or other agreement for the use or occupation of their Lot provisions requiring the Occupier of their Lot to refrain from breaching this management statement; and
- (b) use their reasonable endeavours to ensure that an Occupier of their Lot and the Occupier's invitees refrain from breaching this management statement; and
- (c) take all action reasonably available to them, including action under any lease or other agreement, to make the Occupier refrain from breaching this management statement or to leave Jones Bay Wharf.

4.4 Occupiers may exercise rights

An Owner may allow the Occupier of their Lot to exercise the Owner's rights under this management statement. However, the Owner remains responsible to the Committee to comply with their obligations under the management statement.

4.5 Obligations for others

A person who must comply with this management statement must not:

- (a) do anything to prevent another person from complying with this management statement; or

- (b) allow another person to do anything which that person cannot do under this management statement.

4.6 Obligations for visitors

Members, Owners and Occupiers must:

- (a) take all reasonable actions to ensure their visitors refrain from breaching this management statement; and
- (b) make their visitors leave Jones Bay Wharf if they do not refrain from breaching this management statement.

4.7 Additional obligations in by-laws

The by-laws for Members which are Owners Corporations contain obligations with which Owners and Occupiers of Strata Lots must comply (in addition to their obligations under this management statement).

5 Management structure of Jones Bay Wharf

5.1 The Committee

Each Member is a member of the Committee (unless the Member has given their written consent to be excluded from membership according to schedule 2A clause 2(3) of the Development Act).

5.2 Representatives

Each Member must appoint a Representative to attend and vote for the Member at meetings of the Committee (unless the Member has given their written consent to be excluded from membership according to schedule 2A clause 2(3) of the Development Act). See clause 24 ("Appointing a Representative and a Substitute Representative") for more information.

5.3 Who assists the Committee to perform its functions?

The Committee must appoint a Strata Manager to assist in the operation and management of Jones Bay Wharf. In particular, the Strata Manager may assist the Committee to perform secretarial and financial functions. See clause 8 ("Agreement with the Strata Manager") for more information.

5.4 Building Manager

The Committee may appoint a Building Manager to assist in the day to day operation of Jones Bay Wharf and, in particular, the maintenance of Shared Facilities and the operation of and compliance with Management Plans and Management Strategies. See clause 9 ("Agreement with the Building Manager") for more information.

5.5 Service Contractors

The Committee may enter into contracts with various Service Contractors to assist the Committee perform its functions and obligations under this management statement. In particular, the Committee may enter into contracts

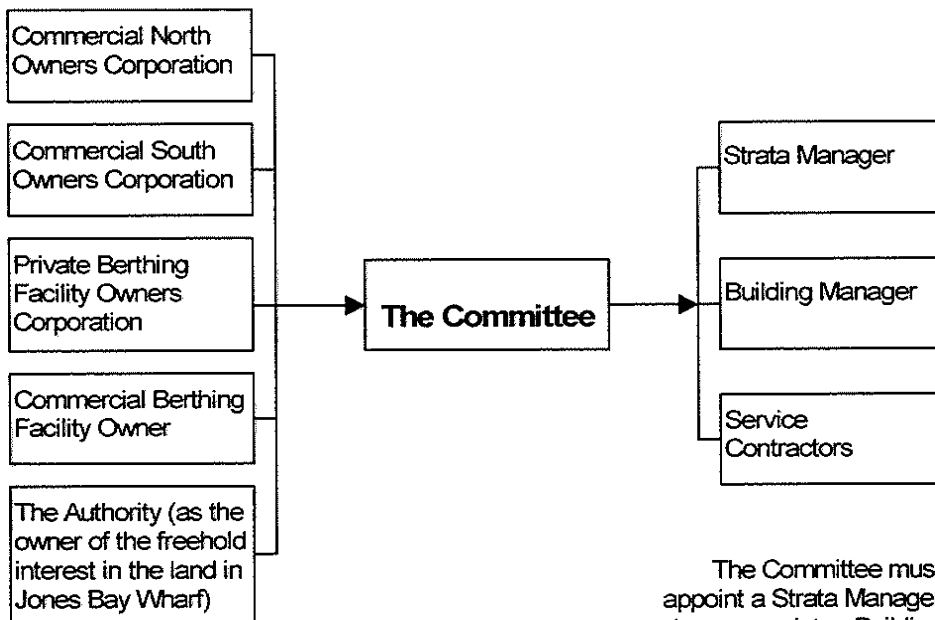
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for the operation, maintenance, preventative maintenance, repair and replacement of Shared Facilities. The Committee may authorise a third party (eg the Building Manager) to enter into contracts with Service Contractors as agent for the Committee. See clause 6.3 (“Power to contract and make appointments”) for more information.

5.6 Overview of management structure

The management structure for Jones Bay Wharf looks like this:



The Committee must appoint a Strata Manager and may appoint, a Building Manager and Service Contractors to assist in the operation and management of Jones Bay Wharf.

These parties are Members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings.

5.7 Overview of Building and Use Standards

The Building and Use Standards are essential to the operation and occupation of Jones Bay Wharf. In summary, the Building and Use Standards regulate things like:

- (a) Interior Fitout Works and other works which affect Common Property, Shared Facilities and the External Appearance of Jones Bay Wharf; and
- (b) requirements to obtain approval from Government Agencies and the Authority to carry out Interior Fitout Works and other works; and
- (c) general appearances issues, including items which may and must not be kept on Terraces; and
- (d) the installation of signs; and
- (e) acoustic standards; and

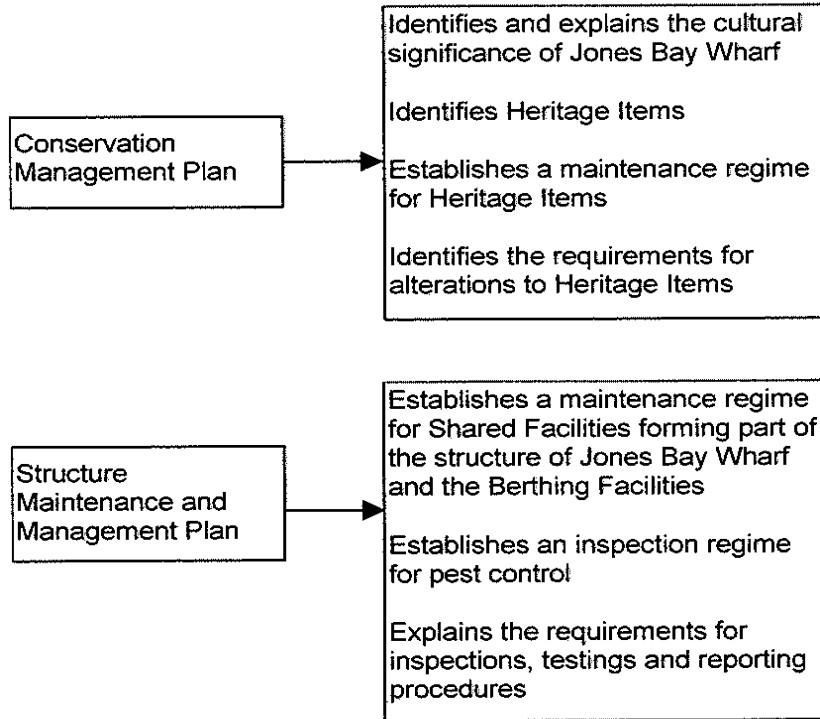
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- (f) outdoor furniture and other appearance issues.

See schedule 4 (“Building and Use Standards”) for more information.

5.8 Overview of Management Plans

The Management Plans are essential to the operation and occupation of Jones Bay Wharf. They contain the obligations of Members, Owners and Occupiers with regard to Heritage Items, the Environment and maintenance of Shared Facilities. In summary, they work like this:



The Management Plans are contained in schedules 5 (“Conservation Management Plan”) and 6 (“Structure Maintenance and Management Plan”).

5.9 Overview of Management Strategies

Management Strategies are the strategies which the Committee must adopt to deal with day to day management and administrative issues at Jones Bay Wharf like parking on the Public Access Area and waste storage and removal. Management Strategies are not contained in this management statement, but are adopted by the Committee according to clause 11 (“Management Strategies”).

Strata Management Statement for Jones Bay Wharf

Part 2 - Rights and obligations of the Committee

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6 The Committee

6.1 Establishing the Committee

The Members must establish the Committee within one month after this management statement is registered and must always have a Committee.

6.2 What are the functions and powers of the Committee?

In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are to:

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements; and
- (b) make decisions about the matters in this management statement; and
- (c) convene and hold Meetings and Emergency Meetings; and
- (d) determine, levy and recover contributions for the Administrative Fund and Sinking Fund and make payments from those funds; and
- (e) operate, maintain (including preventative maintenance), renew and replace Shared Facilities; and
- (f) appoint and contract with Service Contractors to provide operational, maintenance, renewal and replacement services for Shared Facilities; and
- (g) change or add to Shared Facilities; and
- (h) fairly control use of Shared Facilities; and
- (i) effect insurances according to the Management Act and this management statement; and
- (j) arrange for maintenance, preventative maintenance and other contracts so that insurances effected by the Committee or the Members are not affected; and
- (k) monitor the performance by Members of their obligations under the Management Act, the Development Act and this management statement; and
- (l) monitor the performance of the Strata Manager; and
- (m) monitor the performance of the Building Manager; and

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- (n) monitor the performance of Service Contractors; and
- (o) comply with the Management Plans and the Building and Use Standards including carrying out Inspections according to the Management Plans; and
- (p) adopt and comply with the Management Strategies; and
- (q) monitor compliance with the Management Plans, Management Strategies and Building and Use Standards by Members, Owners and Occupiers; and
- (r) ensure that mail delivered to Jones Bay Wharf by Australia Post is sorted and placed in the mail box of Members, Owners and Occupiers (if that function is not performed by Australia Post).

6.3 Power to contract and make appointments

The Committee has the power to:

- (a) enter into contracts or other arrangements with Service Contractors and other persons (eg the Building Manager) to assist the Committee to perform its functions and exercise its powers; and
- (b) appoint a Heritage Architect and other consultants and experts to advise and assist it in the administration and performance of its functions and, in particular, in regard to the performance of its functions under the Management Plans, Management Strategies and the Building and Use Standards.

6.4 Agents

The Committee has the power to appoint persons (eg a Member or the Building Manager) to act as its agent to enter into contracts or other arrangements on its behalf.

6.5 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Jones Bay Wharf. When the Committee makes Rules, it must take into account the mixed use nature of Jones Bay Wharf and the various components in Jones Bay Wharf.

6.6 Consistency of Rules

Rules must be consistent with this management statement. If a Rule is inconsistent with this management statement, the management statement prevails to the extent of the inconsistency.

6.7 Effect of Rules

A Rule made by the Committee applies as if it is set out in full in this management statement.

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6.8 How are consents given?

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

6.9 Conditional consents

The Committee may make conditions if it grants a consent under this management statement.

6.10 Revoking consent

The Committee may revoke its consent if the Member, Owner or Occupier to whom the consent was given does not comply with any conditions made by the Committee when it granted the consent.

7 Officers of the Committee

7.1 What Officers must the Committee appoint?

The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

7.2 Eligibility for election

An Officer must be a Representative, a Substitute Representative or the Strata Manager.

7.3 Appointment to more than one position

The Committee may appoint a Representative, Substitute Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

7.4 Performing functions

An Officer must perform their functions according to this management statement, the Management Act, the Development Act and the directions of the Committee.

7.5 Procedure for appointing Officers

The Committee must appoint its Officers within one month after this management statement is registered.

7.6 Replacement Officers

The Committee may appoint replacement Officers at any time and must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

7.7 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

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- (a) they cease to be a Representative, Substitute Representative or the Strata Manager; or
- (b) the Committee dismisses them from their position; or
- (c) the Committee appoints a replacement Officer to fill their position; or
- (d) the Officer resigns in writing from their position. The Officer must serve notice on the Committee of their resignation and the date from which their resignation will become effective.

7.8 The Secretary

The functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings; and
- (b) prepare notices and agendas for Meetings and Emergency Meetings; and
- (c) prepare and distribute minutes of Meetings and Emergency Meetings; and
- (d) serve notices for the Committee; and
- (e) answer communications addressed to the Committee; and
- (f) perform administrative and secretarial functions for the Committee; and
- (g) make records available for inspection according to clause 32 (“Inspecting the books and records of the Committee”); and
- (h) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act.

7.9 The Treasurer

The functions of the Treasurer are to:

- (a) prepare budgets for the Administrative Fund and Sinking Fund; and
- (b) prepare Outstanding Levy Certificates; and
- (c) prepare (or arrange for the preparation of) financial statements; and
- (d) prepare (or arrange for the preparation of) audit reports; and
- (e) send notices of Administrative Fund and Sinking Fund contributions to Members; and
- (f) collect contributions from Members; and
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee; and

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- (h) pay accounts; and
- (i) keep accounting records for the Committee.

7.10 The Chairperson

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or Emergency Meeting, the Committee may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

8 Agreement with the Strata Manager

8.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, to perform secretarial and financial functions.

8.2 Appointment and delegation of powers

The Committee:

- (a) must appoint a Strata Manager to manage Jones Bay Wharf and provide administrative, financial management and book keeping services according to this clause 8; and
- (b) may, subject to clause 8.4 (“Restriction on delegation”), delegate its functions and the functions of its Officers only to the Strata Manager.

8.3 Licences

The Strata Manager must have the licences required by law to be a strata managing agent.

8.4 Restriction on delegation

The Committee must not delegate these functions to the Strata Manager:

- (a) functions which the Committee may exercise only by Unanimous Resolution; and
- (b) the function to determine and levy Administrative Fund and Sinking Fund contributions on Members; and
- (c) functions which the Committee determines may be performed only by the Committee; and
- (d) the function to delegate functions of the Committee or its Officers.

8.5 Agreement in writing

The agreement between the Committee and the Strata Manager must be in writing and must be signed by each Member and the Strata Manager.

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8.6 Term

The term of the initial agreement under this clause 8 must not exceed one year (or such lesser maximum term as may be prescribed by law). The agreement may have provisions about the rights of the Committee and the Strata Manager to terminate the agreement early.

8.7 Committee may continue to act

The agreement between the Committee and the Strata Manager must reserve the power for the Committee and its Officers to continue to exercise the functions delegated to the Strata Manager according to this clause 8.

8.8 No assignment

The Committee must not allow the Strata Manager to assign the agreement.

8.9 Remuneration

The remuneration of the Strata Manager for the first year of the initial agreement must not exceed the market fee for performing the duties and functions delegated to the Strata Manager. The remuneration of the Strata Manager for the second and subsequent years of the initial agreement (and any years of a subsequent agreement) may be the amount reasonably determined by the Committee.

8.10 Duties

The duties of the Strata Manager under the agreement may include performing the functions of the Officers and doing anything else that the Committee agrees is necessary for the operation and management of Jones Bay Wharf.

9 Agreement with the Building Manager

9.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Jones Bay Wharf and, in particular, Shared Facilities.

9.2 Services to Committee and Members

The Building Manager may provide services to the Committee which Members must pay for according to schedule 2 ("Division of costs for Shared Facilities") and services for individual Members (at the request of the Member) which must be paid for or reimbursed to the Building Manager by those Members.

9.3 Agreement in writing

An agreement between the Committee and the Building Manager must be in writing and must be signed by each Member and the Building Manager.

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9.4 Term

The term of the initial agreement under this clause 9 may be up to five years (or such lesser maximum term as may be prescribed by law). The agreement may have provisions about the rights of the Committee and the Building Manager to terminate the agreement early and the right of the Building Manager to assign the agreement.

9.5 Remuneration

The remuneration of the Building Manager for the first year of the initial agreement must not exceed \$120,000.00 plus a supervision fee of five percent of the contract price of contracts with Service Contractors supervised on behalf of the Committee. The remuneration of the Building Manager for subsequent years of the initial agreement (and any years of a subsequent agreement) must not exceed:

- (a) the market cost agreed between the Committee and the Building Manager for performing the duties of the Building Manager plus an agreed supervision fee for contracts supervised on behalf of the Committee; and
- (b) an administration and a profit component for the Building Manager of up to 20% of that market cost.

9.6 Duties

The duties of the Building Manager under an agreement may include:

- (a) performing the functions of the Committee under the Interior Fitout Guidelines; and
- (b) managing the maintenance, preventative maintenance, repair and replacement of Shared Facilities; and
- (c) managing compliance with the Management Plans, the Management Strategies and the Building and Use Standards; and
- (d) preparing and keeping current a short and long term maintenance, preventative maintenance, repair and replacement program for Shared Facilities (subject to the Management Plans); and
- (e) preparing and keeping current an asset management plan for Shared Facilities (subject to the Management Plans); and
- (f) performing an annual audit of Shared Facilities (which are readily accessible to the Building Manager); and
- (g) supervising contracts entered into by the Committee or by the Building Manager on behalf of the Committee and, in particular, contracts for garbage and waste removal, cleaning, security, fire services, pest control, lifts and services; and

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- (h) doing anything else which the Committee considers is necessary for the operation and management of Share Facilities and Jones Bay Wharf.

9.7 Act as agent

Under an agreement with the Building Manager, the Members may authorise the Building Manager to act as their agent and:

- (a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and
- (b) enter into contracts on behalf of the Members.

9.8 Member services

Under an agreement, the Building Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

9.9 Building Management Areas

The Committee may allow the Building Manager to:

- (a) exclusively use the Building Management Areas to provide operational and management services for Jones Bay Wharf; and
- (b) make alterations to the Building Management Areas to facilitate their use by the Building Manager.

10 Management Plans

10.1 Amending the Management Plans

The Committee may amend, modify or replace a Management Plan (or part of a Management Plan) only by Unanimous Resolution and with the written consent of the Authority. Clauses 41.2 (“Authority’s consent required”) to 41.4 (“Effect of the Development Act”) apply.

10.2 Updating the Conservation Management Plan

The Committee must, at least every five years, give the Authority a report prepared by a Heritage Architect which complies with policy 8.1.10 in the Conservation Management Plan and:

- (a) comments on the continued cultural significance or otherwise of Jones Bay Wharf; and
- (b) recommends amendments (if necessary) to the Conservation Management Plan to ensure it is relevant and appropriate to guide future decisions in relation to the management and maintenance of Heritage Items or the carrying out of any works in connection with Heritage Items.

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10.3 Updating the Structure Maintenance and Management Plan

The Committee must, at least every five years, give the Authority a report prepared by a suitably qualified person acceptable to the Authority (acting reasonably) recommending amendments (if necessary) to the Structure Maintenance and Management Plan to ensure it is relevant and appropriate to guide future decisions in relation to the management and maintenance of Shared Facilities or the carrying out of any works in relation to Shared Facilities.

10.4 Obligations to amend Management Plans

If required by the Authority, the Committee must promptly:

- (a) amend the Conservation Management Plan according to recommendations made by the Heritage Architect in the report prepared under clause 10.2 (“Updating the Conservation Management Plan”); and
- (b) amend the Structure Maintenance and Management Plan according to recommendations made in the report prepared under clause 10.3 (“Updating the Structure Maintenance and Management Plan”).

11 Management Strategies

11.1 Traffic Management Strategy

The Committee must adopt a Traffic Management Strategy within two months after this management statement is registered. Subject to clause 11.2 (“Restrictions on matters that may be dealt with in the Traffic Management Strategy”), the Committee:

- (a) must allocate areas in the Public Access Areas for temporary parking by:
 - (i) Owners and Occupiers of Lots in the Private Berthing Facility and the Commercial Berthing Facility Owner (and their invitees) while they are loading, unloading or servicing their vehicles; and
 - (ii) Service Contractors or other persons carrying out maintenance on Marine Structures; and
- (b) may include other provisions which the Committee considers necessary to control traffic movements in Jones Bay Wharf generally (eg speed limits on the Vehicle Accessway and Public Access Areas).

11.2 Restrictions on matters that may be dealt with in the Traffic Management Strategy

The Traffic Management Strategy must not include provisions which will or may interfere with or unreasonably obstruct access by members of the public to the Public Access Areas according to the Easements or cause a grantee under an Easement for the Public Access Areas to be in breach of its obligations under that Easement.

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11.3 Waste Management Strategy

The Committee must adopt a Waste Management Strategy within two months after this management statement is registered. The Waste Management Strategy may include provisions about:

- (a) the delivery to and storage of waste and recyclable materials in the Garbage Rooms; and
- (b) placing waste and recyclable receptacles in the Garbage Rooms; and
- (c) the hours during which waste and recyclable materials may be removed from Jones Bay Wharf; and
- (d) other provisions and requirements which the Committee considers are necessary for the efficient storage and removal of waste and recyclable materials from Jones Bay Wharf.

11.4 Berthing Facility Safety Management Strategy

The Committee must, within two months after registration of this management statement:

- (a) prepare a Berthing Facility Safety Management Strategy for use at Jones Bay Wharf and during events and emergencies occurring at the Private Berthing Facility and the Commercial Berthing Facility; and
- (b) submit the Berthing Facility Safety Management Strategy to Waterways for its approval. Waterways must not unreasonably withhold its approval.

11.5 Adopting the Berthing Facility Safety Management Strategy

The Committee must:

- (a) make any amendments to the Berthing Facility Safety Management Strategy requested by Waterways (acting reasonably); and
- (b) adopt the Berthing Facility Safety Management Strategy within two months after it has been approved by Waterways or amended according to Waterway's requirements; and
- (c) ensure that the Berthing Facility Safety Management Strategy, once adopted, is available to all users of the Private Berthing Facility and the Commercial Berthing Facility.

11.6 Displaying the Berthing Facility Safety Management Strategy

The Committee must display a summary of the Berthing Facility Safety Management Strategy in the Building Management Areas and on the Public Access Areas. The summary must clearly show procedures in the event of:

- (a) fire hazards to persons and property; and
- (b) personal accidents; and

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- (c) collisions of boats and collisions with any buildings or parts of Jones Bay Wharf; and
- (d) oil, sewage and bilge water spillage; and
- (e) emergencies.

11.7 Environment Protection Strategy

The Committee must, within two months after registration of this management statement, adopt an Environment Protection Strategy to enable the Committee, Members, Owners and Occupiers to anticipate and deal with potential issues and problems relating to the Environment. The Environment Protection Strategy must include all practicable and reasonable steps, measures and precautions that may be adopted so that:

- (a) all aspects of the occupation and use of Jones Bay Wharf comply with Environmental Laws; and
- (b) if there is any non-compliance with Environmental Laws, the impact on the environment is minimised; and
- (c) there is no unlawful contamination of Jones Bay Wharf or any adjacent land or waters.

11.8 Complying with the Environment Protection Strategy

The Committee must take all necessary steps to ensure compliance with the Environment Protection Strategy and comply with the reasonable requirements of the Authority regarding compliance with the Environment Protection Strategy.

11.9 Water Cycle Management Strategy

The Committee must adopt a Water Cycle Management Strategy within two months after registration of this management statement.

11.10 Amending Management Strategies

The Committee may amend a Management Strategy at any time. However, the Committee must obtain approval from the Government Agency (or the Authority if the Government Agency asks the Authority to perform that function) before it amends the Traffic Management Plan if the proposed amendment affects vehicle access to or parking on the Public Access Areas or the location of temporary parking on the Public Access Areas.

11.11 Special requirements for updating the Environment Protection Strategy

The Committee must, at least every five years, give the Authority a report prepared by a suitably qualified person acceptable to the Authority (acting reasonably) recommending amendments (if necessary) to the Environment Protection Strategy to ensure it is relevant and appropriate to preserve the Environment surrounding Jones Bay Wharf. If required by the Authority, the

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Committee must promptly amend the Environment Protection Strategy according to those recommendations.

12 Building and Use Standards

12.1 Amending the standards

The Committee may amend, modify or replace the Building and Use Standards only by Unanimous Resolution and with the written consent of the Authority.

12.2 Updating the standards

The Committee must, at least every five years, give the Authority a report prepared by a suitably qualified person acceptable to the Authority (acting reasonably) recommending amendments (if necessary) to the Building and Use Standards to ensure they are relevant and appropriate to guide future decisions in relation to Interior Fitout Works, Common Property Works, Shared Facilities Works and External Appearance Works.

12.3 Obligations to amend standards

If required by the Authority, the Committee must promptly amend the Building and Use Standards according to recommendations made in the report prepared under clause 12.2 (“Updating the standards”)

13 Right of the Committee to gain access to Shared Facilities

13.1 General requirement

When the Committee exercises its rights to access parts of Jones Bay Wharf, it must not interfere unreasonably with the lawful use of a Member, Owner or Occupier of their Strata Scheme, Strata Lot or Stratum Lot.

13.2 What are the powers of the Committee?

Subject to this clause 13, the Committee has the power to gain access to Common Property, a Strata Lot or a Stratum Lot in order to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities (eg a Heritage Item or the integrated fire system for Jones Bay Wharf): and
- (b) exercise its rights and comply with its obligations under this management statement.

13.3 Access requirements

To enable the Committee to exercise its powers under this clause 13 and subject to clause 13.4 (“Notice requirements”):

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- (a) Owners Corporations must give the Committee access to their Common Property; and
- (b) Owners and Occupiers must give the Committee access to their Strata Lots or Stratum Lots

by the most direct route or by the route nominated by the Committee (acting reasonably).

13.4 Notice requirements

The Committee must give a Member, Owner or Occupier notice before it requires access to their part of Jones Bay Wharf. However, in an emergency the Committee is not required to give notice if it is not practicable to do so.

13.5 Paying costs

Subject to this management statement, the Committee must pay the costs it incurs when it gains access to parts of Jones Bay Wharf under this clause 13.

13.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 13, the Committee must promptly rectify any damage it causes to Jones Bay Wharf and leave the affected areas of Jones Bay Wharf clean and tidy.

13.7 Interpreting this clause

In this clause 13, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

14 Right of the Committee to do work in an emergency

14.1 Rights

In an emergency, the Committee may do anything in Jones Bay Wharf which a Member, Owner or Occupier should have done under this management statement but which, in the opinion of the Committee acting reasonably, the Member, Owner or Occupier has not done or has not done properly.

14.2 Exercising rights

To exercise its rights under this clause 14, the Committee may enter the affected part of Jones Bay Wharf and stay there for as long as is necessary and do what is required to remedy the emergency.

14.3 Costs

The Member, Owner or Occupier who has not done what it should have done or not done properly what it should have done under this management statement must pay the costs of the Committee under this clause 14 for doing the work. The Committee must give the Member, Owner or Occupier the information they reasonably require about the costs the Committee has incurred.

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14.4 No interference

When the Committee exercises its rights under this clause 14, it must not interfere unreasonably with the lawful use of Jones Bay Wharf by a Member, an Owner or an Occupier.

14.5 Liability for damage

The Committee is not liable for damage arising out of exercising rights under this clause 14 (except for damage it causes maliciously or negligently).

14.6 Interpreting this clause

In this clause 14, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

15 What are the insurance obligations of the Committee?

15.1 General requirements

The Committee must:

- (a) insure Jones Bay Wharf under a damage policy according to the Management Act and this clause 15; and
- (b) effect building insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973* (Cwlth) (or another type of insurer approved by the Management Act); and
- (c) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty; and
- (d) effect legal liability insurance for Shared Facilities for a cover of not less than \$100 million (or another amount approved by the Authority); and
- (e) effect worker's compensation insurance if required by law; and
- (f) effect enough insurance cover to pay for increased costs during the period of insurance.

15.2 Valuations

The Committee must have Jones Bay Wharf valued for insurance purposes at least every five years. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years experience and experience in valuing for insurance purposes buildings like Jones Bay Wharf.

15.3 First valuation

The Committee must have the first valuation carried out within six months after this management statement is registered.

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15.4 Amount of building insurance

The Committee must insure Jones Bay Wharf for the sum determined by the valuer or quantity surveyor (or a higher sum if reasonably determined by the Committee).

15.5 Proceeds of building insurance claims

The Committee must:

- (a) apply any payments it receives under the damage policy to rebuild or reinstate the damaged parts of Jones Bay Wharf; and
- (b) rebuild or reinstate the damaged parts of Jones Bay Wharf within a reasonable time.

15.6 Other insurances

The Committee may resolve to effect other types of insurance (eg office bearers liability insurance for its Secretary, Treasurer and Chairperson).

15.7 Regular review of insurances

Each year the Committee must:

- (a) review its current insurance policies; and
- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

The Secretary of the Committee must include a motion on the agenda for a Meeting to determine the matters in this clause 15.7.

15.8 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or Jones Bay Wharf.

15.9 Insurance records

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances effected under this clause 15; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

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16 Keeping books and records

16.1 Obligations of the Committee

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of Jones Bay Wharf and Shared Facilities according to this clause 16.

16.2 What records must be kept?

Records which the Committee must keep include:

- (a) an up-to-date copy of this management statement; and
- (b) up-to-date copies of all consents, plans, drawings and other documents referred to in this management statement, the Management Plans and the Building and Use Standards; and
- (c) up-to-date copies of all Management Strategies adopted by the Committee; and
- (d) Heritage Records; and
- (e) the Maintenance Database; and
- (f) its agreements with the Building Manager and the Strata Manager; and
- (g) its agreements with Service Contractors in relation to Shared Facilities; and
- (h) Appointment Forms and Membership Forms; and
- (i) notices and minutes of Meetings and Emergency Meetings; and
- (j) Proxy Forms and voting papers for Meetings and Emergency Meetings; and
- (k) financial statements; and
- (l) audit reports; and
- (m) budgets; and
- (n) copies of Outstanding Levy Certificates; and
- (o) notices served on the Committee; and
- (p) correspondence sent to the Committee; and
- (q) insurance records according to clause 15 (“What are the insurance obligations of the Committee?”); and
- (r) other records relating to the administration and operation of Jones Bay Wharf by the Committee.

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16.3 What records must be kept on site?

The Committee must keep the following records at the office forming part of the Building Management Areas:

- (a) this management statement; and
- (b) Management Plans; and
- (c) Management Strategies; and
- (d) Building and Use Standards; and
- (e) Heritage Records; and
- (f) the Maintenance Database; and
- (g) all consents, plans, drawings and other documents referred to in this management statement, the Management Plans, the Management Strategies and the Building and Use Standards.

The Committee must make these records available for inspection by Members, Owners and Occupiers at all reasonable times (and at no charge).

16.4 How long are records kept?

The Committee must keep copies of its records for at least seven years from the date of the record.

17 Power of the Committee to act on behalf of Members

17.1 Committee may act as agent

Each Member agrees that the Committee or a person appointed by the Committee may act as agent for all the Members or take legal proceedings about:

- (a) the failure of a Member to pay Administrative Fund contributions or Sinking Fund contributions; or
- (b) the failure of a Member, Owner or Occupier to comply with its obligations under this management statement.

17.2 Appointment

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person authorised by the Committee to take any action authorised by a Resolution or Unanimous Resolution made by the Committee according to this management statement.

17.3 Legal proceedings

This clause 17 does not prevent a Member from taking legal proceedings in its own name.

Strata Management Statement for Jones Bay Wharf

Part 3 - Rights and obligations of Members, Owners and Occupiers

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18 What are the obligations of Members?

18.1 General obligations

In addition to their obligations elsewhere in this management statement, the Members must:

- (a) promptly comply with their obligations under this management statement, the Management Act and the Development Act; and
- (b) ensure, as far as is reasonable, that Jones Bay Wharf is efficiently managed to a standard appropriate to its permitted use; and
- (c) promptly pay their Administrative Fund and Sinking Fund contributions and other amounts they owe the Committee under this management statement; and
- (d) effect and maintain the insurances required by this management statement and the Management Act; and
- (e) make sure the Committee is properly constituted; and
- (f) comply with decisions of the Committee; and
- (g) implement decisions of the Committee; and
- (h) comply with Rules; and
- (i) comply with their obligations under Easements; and
- (j) comply with their obligations under the Management Plans, the Management Strategies and the Building and Use Standards.

18.2 Maintenance requirements

Except for Shared Facilities and subject to this management statement and the Easements, each Member must at the cost of the Member:

- (a) maintain and keep in good repair the part of Jones Bay Wharf over which the Member has a leasehold interest; and
- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of Jones Bay Wharf over which the Member has a leasehold interest; and
- (c) maintain, inspect and operate plant and equipment:

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- (i) owned by the Member; or
- (ii) over which the Member has a leasehold interest; or
- (iii) which is used exclusively by the Member

to a standard recommended by the manufacturer or the applicable Australian standard.

18.3 Nature of obligations

Members must act in good faith in their dealings with each other and with Owners and Occupiers under this management statement and the Easements.

18.4 Upgrading and redevelopment

The Members acknowledge that, throughout the life of Jones Bay Wharf, upgrading and redevelopment works may take place to the Lots, Common Property and Shared Facilities (subject to obtaining consents from the Authority and Government Agencies). The Members agree to act reasonably and not unreasonably withhold their consent if a proposal is made to upgrade or redevelop parts of Jones Bay Wharf.

18.5 Damages

Each Member is liable for damage or loss it causes to each other Member, an Owner or an Occupier if the Member causing the damage or loss does or fails to do something under this management statement. However, the liability of the Member causing the damage or loss does not include damage or loss caused or contributed to by the Member, the Owner or the Occupier suffering the damage or loss. In this clause 18.5, a reference to a Member includes the Representative, Substitute Representative, contractors, agents and employees of the Member.

18.6 Prohibitions

A Member must not:

- (a) interfere with or use Shared Facilities other than according to this management statement; or
- (b) do anything to contravene (or cause contravention of) the Management Plans, the Management Strategies or the Building and Use Standards.

19 What are obligations of Owners and Occupiers?

19.1 General obligations

In addition to their obligations elsewhere in this management statement, Owners and Occupiers must:

- (a) promptly comply with their obligations under this management statement, the Management Act and the Development Act; and

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- (b) comply with decisions of the Committee; and
- (c) comply with Rules; and
- (d) comply with their obligations under Easements; and
- (e) comply with their obligations under the Management Plans, the Management Strategies and the Building and Use Standards.

19.2 Prohibitions

An Owner or an Occupier must not:

- (a) interfere with or use Shared Facilities other than according to this management statement; or
- (b) do anything to contravene (or cause contravention of) the Management Plans, the Management Strategies or the Building and Use Standards.

19.3 Nature of obligations

Owners and Occupiers must act in good faith in their dealings with each other and Members under this management statement and the Easements.

20 Responsibility for others

20.1 Obligations for Occupiers

Members and Owners must:

- (a) include in any lease or other agreement with an Occupier of their Lot provisions requiring the Occupier to refrain from breaching this management statement; and
- (b) use their reasonable endeavours to ensure that any Occupier of their Lot and the Occupier's invitees refrain from breaching this management statement; and
- (c) take all action reasonably available to them to make the Occupier refrain from breaching this management statement or leave Jones Bay Wharf.

20.2 Occupiers may exercise rights

A Member or Owner may allow an Occupier of their Lot to exercise the Member's or Owner's rights under this management statement. However, the Member or Owner remains responsible to the Committee to comply with the obligations of the Member or Occupier.

20.3 Obligations for invitees

Members, Owners and Occupiers must:

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- (a) take all reasonable actions to ensure their invitees refrain from breaching this management statement; and
- (b) make their invitees leave Jones Bay Wharf if they do not refrain from breaching this management statement.

20.4 Actions of others

Members, Owners and Occupiers must not allow another person to do anything which the Member, Owner or Occupier cannot do under this management statement.

21 Limitations that apply to the Authority and obligations under leases

21.1 Statutory discretion

Nothing in this management statement in any way restricts or otherwise fetters the statutory discretion of the Authority or the use of its statutory powers under the Development Act or all other relevant Acts.

21.2 No financial contribution

Despite anything else in this management statement, the Authority is not obliged to make any financial contributions (other than according to clause 18.4 (“Damages”)) in respect of the Administrative Fund or Sinking Fund or any other matter under this management statement.

21.3 Not required to be party to contracts

Despite anything else in this management statement, the Authority is not required to be a party to any agreement with the Building Manager or Strata Manager or any other agreement or contract entered into by the Committee unless the Authority notifies the Committee in writing that it will be a party.

21.4 No liability under agreements

Despite anything else in this management statement, the Authority is not liable under an agreement or contract entered into by the Committee (other than according to clause 18.4 (“Damages”)). The other Members agree (jointly and individually) to indemnify the Authority, and keep the Authority indemnified, against any liability in this regard.

21.5 Obligations under leases with the Authority

Members and Owners must comply on time and at their cost with their leases with the Authority.

21.6 Consents under leases

Nothing in this management statement gives a Member or an Owner consent to do anything which is prohibited or regulated by their lease with the Authority.

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21.7 Amending this clause

The Committee may amend this clause 21 (or part of it) only by Unanimous Resolution and with the written consent of the Authority. Clauses 41.2 (“Authority’s consent required”) to 41.4 (“Effect of the Development Act”) apply.

22 Additional obligations for Owners Corporation

22.1 Notices of meetings

A Member which is an Owners Corporation must give each other Member notice of its general meetings and meetings of its executive committee as if the Member receiving the notice is a member of the Owners Corporation or its executive committee.

22.2 Attending meetings

A Member which is an Owners Corporation must allow the Representatives or Substitute Representatives of each other Member to attend its general meetings and meetings of its executive committee and address meetings in regard to matters affecting this management statement or that Member.

22.3 By-laws

A Member which is an Owners Corporation may add to, change or cancel the by-laws for its Strata Scheme only if:

- (a) it consults with the Committee before making the addition, change or cancellation; and
- (b) the addition, change or cancellation does not conflict with this management statement or the Member’s lease with the Authority.

22.4 Inconsistent by-laws

A Member which is an Owners Corporation must not make by-laws that are inconsistent with this management statement. If there is an inconsistency, the Owners Corporation must amend the inconsistent by-law to make it consistent with this management statement.

22.5 Budget and levying requirements

An Owners Corporation must:

- (a) budget and levy sufficient contributions on its members to pay its Administrative Fund and Sinking Fund contributions to the Committee under this management statement; and
- (b) budget and levy sufficient contributions on its members to perform its obligations under the Management Act and, in particular, to maintain, repair and replace Common Property in its Strata Scheme.

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22.6 The Authority's requirements for budgets

An Owners Corporation must comply with the reasonable requirements of the Authority when determining its administrative fund contributions and sinking fund contributions.

23 Procedures for new Members or changed details

23.1 Stratum Lot Owners

A person who becomes an Owner of a Stratum Lot must complete a Membership Form and serve it on the Committee within five Business Days after they become an Owner.

23.2 Leasing a Stratum Lot

A Member who leases or licences their Stratum Lot must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within five Business Days after the date of the lease or licence.

23.3 Owners Corporation

When an Owners Corporation is created, it must complete a Membership Form and serve it on the Committee within five Business Days after the Owners Corporation is created.

23.4 Changing contact details

Members must, within five Business Days, complete and serve a Membership Form on the Committee if they change their name, address, telephone number or fax number.

24 Appointing a Representative and a Substitute Representative

24.1 Appointment of Representatives

Each Member must appoint a Representative to represent and vote for it at Meetings and Emergency Meetings unless the Member has given their written consent to be excluded from membership according to schedule 2A clause 2(3) of the Development Act.

24.2 Appointment of Substitute Representatives

Each Member may appoint a Substitute Representative to represent it at Meetings and Emergency Meetings if its Representative cannot attend.

24.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

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24.4 Appointing a new Representative and Substitute Representative

Members may appoint new Representatives and Substitute Representatives at any time.

24.5 Appointment Form

A Member must complete and serve on the Committee an Appointment Form if:

- (a) the Member appoints a Representative or a new Representative; or
- (b) the Member appoints a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for the Member's Representative or Substitute Representative change.

24.6 When does an appointment become effective?

The appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from the relevant Member.

24.7 Additional obligations for Owners Corporation

Members which are Owners Corporation must appoint their Representatives and Substitute Representatives only by special resolution according to the Development Act.

24.8 Proxies

A Member may authorise its Representative or Substitute Representative to appoint a proxy to represent and vote for it at Meetings and Emergency Meetings. In an Appointment Form, a Member must advise the Committee whether its Representative or Substitute Representative may appoint a proxy.

24.9 Acts by Representatives and Substitute Representatives

Anything done for a Member by its Representative or Substitute Representative has the same effect as if the Member did it.

25 The location of Jones Bay Wharf

25.1 Inner city entertainment precinct

Jones Bay Wharf is located in an inner city entertainment precinct. Members, Owners and Occupiers acknowledge that:

- (a) entertainment and promotional events or activities and public festivals (which may include fireworks) are conducted in that entertainment precinct and on land adjoining the precinct; and
- (b) members of the public have rights of access over parts of Jones Bay Wharf; and

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- (c) Jones Bay Wharf is exposed to water and road traffic on a 24 hour basis; and
- (d) the events, activities, festivals or shipping activities may temporarily interfere with rights to use and enjoyment of Jones Bay Wharf by Members, Owners and Occupiers.

25.2 Surrounding waterways

Members, Owners and Occupiers acknowledge that the waterways surrounding Jones Bay Wharf and the wharves in Darling Harbour, Cockle Bay and Wharves 8-10 are used for commercial shipping activities and the loading and unloading of cargo and passengers on a 24 hour basis.

25.3 Naval waters zone

Members, Owners and Occupiers acknowledge that Jones Bay Wharf is adjacent to a declared naval waters zone under the *Naval Waters Act 1918 (Cwlth)* and the Commonwealth of Australia has rights to control this naval waters zone according to that Act including:

- (a) removing anything that is an obstruction, or impedes the approaches to, the naval waters zone; and
- (b) giving directions as to the mooring, anchoring, placing, unmooring or removal of a vessel from the naval waters zone; and
- (c) making regulations for the purpose of carrying out and giving effect to the control of naval waters (eg prohibiting or restricting entry of vessels or persons in the interests of public safety, protecting the safety of property or the defence of the Commonwealth of Australia, prohibiting vessels to loiter or anchor within a certain distance of the naval waters zone without permission and restricting the lengths of vessels that may enter the naval waters zone).

25.4 No objection

Members, Owners or Occupiers must not object to or obstruct a person carrying out lawful activities according to this clause 25.

26 Use of Lots

26.1 Authorised uses for Commercial North and Commercial South

An Owner or Occupier of a Strata Lot in Commercial North or Commercial South must:

- (a) use their Strata Lot (other than a Carspace) only for Business Uses; and
- (b) use their Carspace according to the Easements that burden the Carspace; and

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- (c) use their Strata Lot according to their lease for the Strata Lot with the Authority.

26.2 Authorised Uses for the Private Berthing Facility

An Owner or Occupier of a Strata Lot in the Private Berthing Facility must:

- (a) use, sub-lease or licence their Strata Lot only for private purposes (not commercial purposes) and according to their lease for the Strata Lot with the Authority; and
- (b) ensure that any vessel moored in their Strata Lot has all current permits, certificates, registrations and licenses required by Waterways and by law.

26.3 Authorised uses for the Commercial Berthing Facility before strata subdivision

If the Commercial Berthing Facility has not been subdivided by a Strata Plan, the Commercial Berthing Facility Owner must:

- (a) use the Commercial Berthing Facility only for commercial purposes (including visitor berthage) and according to its lease with the Authority for the Commercial Berthing Facility; and
- (b) use its reasonable endeavours to ensure that any vessel moored in the Commercial Berthing Facility has all current permits, certificates, registrations and licences required by Waterways and by law; and
- (c) include provisions in any licence for the Commercial Berthing Facility (or part of it) requiring the licensee to:
 - (i) use the Commercial Berthing Facility only for commercial purposes; and
 - (ii) ensure that any vessel the licensee moors in the Commercial Berthing Facility has all current permits, certificates, registrations and licences required by Waterways and by law.

26.4 Authorised uses for the Commercial Berthing Facility after strata subdivision

If the Commercial Berthing Facility has been subdivided by a Strata Plan, an Owner or Occupier of a Strata Lot in the Commercial Berthing Facility must:

- (a) use their Strata Lot only for commercial purposes (not private purposes) and according to their lease for the Strata Lot with the Authority; and
- (b) ensure that any vessel moored in their Strata Lot has all current permits, certificates, registrations and licences required by Waterways and by law.

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26.5 Hours of use

Owners and Occupiers must comply with any requirements of the Development Consent that regulate the hours of use for their Lot (unless they obtain consent from the Government Agency to use their Lot during other hours).

27 Rights of access to Jones Bay Wharf

27.1 General requirement

When Members, Owners and Occupiers exercise their rights to access parts of Jones Bay Wharf, they must not interfere unreasonably with the lawful use of that area by another Member, Owner or Occupier.

27.2 Access in an emergency

In an emergency, each Member, Owner and Occupier must give other Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in their part of Jones Bay Wharf necessary to exit Jones Bay Wharf.

27.3 Access to Shared Facilities

Each Member must give the Committee and other Members, Owners and Occupiers access to operate, inspect, use, maintain (including carrying out preventative maintenance), repair and replace Shared Facilities located in the Member's part of Jones Bay Wharf according to this management statement.

27.4 Access for use and maintenance

An Owner or Occupier must give the Committee, Members and other Owners and Occupiers access to operate, inspect, use, maintain (including carrying out preventative maintenance), repair and replace Shared Facilities located in or adjacent to the Owner's or Occupier's part of Jones Bay Wharf according to this management statement.

27.5 Notice requirements

The Committee, Members, Owners and Occupiers must give reasonable notice:

- (a) to a Member before they require access to the Member's part of Jones Bay Wharf; and
- (b) to an Owner or Occupier before they require access to the Owner's or Occupier's part of Jones Bay Wharf

to maintain, carry out preventive maintenance, repair or replace a Shared Facility according to this management statement.

27.6 Exercising rights

Except in an emergency, the Committee, Members, Owners and Occupiers may gain access under this clause 27 to a Member's part of Jones Bay Wharf:

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- (a) during the hours determined by this management statement or reasonably agreed to by the relevant Member, Owner or Occupier; and
- (b) subject to this management statement, according to the reasonable requirements of the relevant Member, Owner or Occupier.

27.7 Paying costs

Subject to this management statement, a Member must pay all of their costs associated with them gaining access to parts of Jones Bay Wharf under this clause 27.

27.8 The Authority

Clause 27.7 (“Paying costs”) does not apply to the Authority.

28 Giving approval to strata subdivision

28.1 Obligations of Members and Owners

Members and Owners must give their consent under the Development Act and do all things required to permit registration of Strata Plans and any necessary strata management statements if an Owner proposes to subdivide their Stratum Lot by a Strata Plan and registration of the Strata Plan will not detrimentally and materially affect the Member or Owner.

28.2 Costs

The original Owner for a Strata Scheme created by registration of a Strata Plan must pay the reasonable costs of the Members and Owner in complying with their obligations under this clause 28.

29 What are the insurance obligations of Members, Owners and Occupiers?

29.1 Actions that may increase premiums

A Member, Owner or Occupier:

- (a) must not do anything which would (or might) void or prejudice insurances effected by the Committee; or
- (b) must have consent from the Committee to do anything that would (or might) increase an insurance premium payable or paid by the Committee.

29.2 Members must pay increased premiums

If a Member does anything to increase an insurance premium paid by the Committee, the Member must pay the Committee the amount by which the premium is increased. The Committee may add the amount to the Administrative Fund contributions payable by the Member.

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29.3 Owners and Occupiers

If an Owner or Occupier does anything to increase an insurance premium paid by the Committee, the Owner or Occupier (at the Committee's election) must pay the Committee the amount by which the premium is increased.

29.4 Obligations of Members

A Member who effects insurances in respect of part of Jones Bay Wharf (other than insurances effected by the Committee) must:

- (a) note on the policy the names of the other Members who have an insurable interest in the subject matter of the insurance; and
- (b) allow a claim under the policy by those Members.

29.5 Proceeds of building insurance claims

Members must:

- (a) apply any payment they receive under a building policy effected by the Committee to rebuild or reinstate the damaged areas of their part of Jones Bay Wharf; and
- (b) rebuild or reinstate their part of Jones Bay Wharf within a reasonable time.

30 Moving in and out

30.1 Obligations of the Committee

The Committee must co-ordinate with Owners and Occupiers who are moving into or out of Strata Lots in Commercial North and Commercial South.

30.2 Rights of the Committee

The Committee may:

- (a) allocate areas in Shared Facilities for temporary use by Owners and Occupiers when they move into or out of Commercial North or Commercial South; and
- (b) appoint the Building Manager to assist it to perform its functions under this clause 30.

30.3 Making arrangements with the Committee

Owners and Occupiers of Strata Lots in Commercial North and Commercial South must make arrangements with the Committee at least 48 hours before they propose to move into or out of a Strata Lot in Commercial North or Commercial South.

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30.4 Complying with the Committee's requirements

Owners and Occupiers of Strata Lots in Commercial North and Commercial South must comply with the reasonable instructions of the Committee under this clause 30. If the Committee appoints the Building Manager to assist it to perform its functions under this clause 30, the Owners and Occupiers must comply with the reasonable instructions of the Building Manager.

31 Making deliveries

31.1 Rights of the Committee

The Committee may:

- (a) allocate areas in Shared Facilities for temporary use by Owners and Occupiers who are receiving deliveries; and
- (b) appoint the Building Manager to assist it to perform its functions under this clause 31.

31.2 Standing arrangements

Owners and Occupiers of Strata Lots in Commercial North and Commercial South may make standing arrangements with the Committee about the delivery of goods and stock.

31.3 Complying with the Committee's requirements

Owners and Occupiers of Strata Lots in Commercial North and Commercial South must comply with the reasonable instructions of the Committee under this clause 31. If the Committee appoints the Building Manager to assist it to perform its functions under this clause 31, the Owners and Occupiers must comply with the reasonable instructions of the Building Manager.

31.4 Nature of rights

The rights of the Committee under this clause 31 are in addition to its rights under clause 57 ("Public Access Areas") to allocate parts of the Public Access Areas for temporary parking.

32 Inspecting the books and records of the Committee

32.1 Interpreting this clause

This clause 32 is subject to clause 16.3 ("What records must be kept on site?").

32.2 Who is entitled to inspect the records?

A Member, an Owner or an Occupier (or a person authorised in writing by a Member, Owner or Occupier) may inspect the books and records of the Committee.

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32.3 Procedure

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing to the Committee; and
- (b) the applicant must pay the Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and record of an Owners Corporation).

32.4 Time for inspection

The Committee must allow the applicant to inspect its books and records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

32.5 Copies

At the cost of the applicant, the applicant may take extracts from or copy the books and records of the Committee. The applicant cannot remove the records unless the Committee agrees.

33 Obtaining an Outstanding Levy Certificate

33.1 Who is entitled to obtain a certificate?

A Member, an Owner or an Occupier (or a person authorised in writing by a Member, Owner or Occupier) may apply to the Committee for an Outstanding Levy Certificate in relation to a Member.

33.2 Procedure

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Committee; and
- (b) the applicant must pay the Committee a fee of \$70.00 (or other amounts for a certificate under section 109 of the Management Act).

33.3 Information to be included in a certificate

The Committee must include in an Outstanding Levy Certificate the following information in relation to the Members specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and
- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and

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- (d) any amount recoverable for work carried out by the Committee according to clause 14 (“Right of the Committee to do work in an emergency”); and
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee decides to include in the Outstanding Levy Certificate.

33.4 When must the certificate be given?

The Committee must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

33.5 Certificate is evidence of matters in it

An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Jones Bay Wharf.

Strata Management Statement for Jones Bay Wharf

Part 4 - Committee meeting procedures and resolutions

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34 Meetings of the Committee

34.1 Types of meetings

The two types of meetings of the Committee are Meetings and Emergency Meetings.

34.2 Meetings

The Committee may deal with matters which require a Resolution or a Unanimous Resolution at a Meeting. The Committee must convene a Meeting at least every six months (starting from the date which is six months after the first Meeting of the Committee) or earlier if:

- (a) the Committee resolves to hold the Meeting; or
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager); or
- (c) at least two Members make a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer.

34.3 Emergency Meetings

The Committee may deal only with matters which require a Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter which must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

34.4 Who convenes meetings?

A Meeting or an Emergency Meeting may be convened by the Secretary (or another Officer if the Secretary is absent or unable to convene the meeting) or the Strata Manager (if the Committee has delegated that function to the Strata Manager).

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35 Notices and agendas for meetings

35.1 Information to be included in the notice

Subject to this clause 35, a person who convenes a Meeting or an Emergency Meeting must give each Member a notice of the meeting which includes the time, date and venue of the Meeting or Emergency Meeting and an agenda for the Meeting or Emergency Meeting.

35.2 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and Unanimous Resolutions which the Committee will deal with at the Meeting. The Committee cannot vote on matters that are not on the agenda for a Meeting; and
- (b) identify which motions require Resolutions and which require Unanimous Resolutions; and
- (c) include motions which Members, Owners or Occupiers have requested the Committee in writing to include on the agenda for the Meeting; and
- (d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting and Emergency Meeting.

35.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must include:

- (a) details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) the terms of the motions for Resolutions to take the actions proposed to deal with the emergency.

35.4 Information to be included in the notice of a Meeting to consider levy contributions

A person who convenes a Meeting to determine Administrative Fund contributions or Sinking Fund contributions must include with the notice of the Meeting:

- (a) the budget prepared by the Committee according to clause 44 ("Preparing budgets"); and
- (b) the current audit report prepared by the Committee according to clause 46 ("Preparing financial statements"); and

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- (c) the current audited financial statement prepared by the Committee according to clause 46 (“Preparing financial statements”).

36 How to give notice of a meeting

36.1 How much notice is required for a Meeting?

A person who convenes a Meeting must give each Member at least five Business Days notice of the Meeting.

36.2 How to serve notice of a Meeting

A person who convenes a Meeting must serve notice of the Meeting on each Member by:

- (a) delivering it personally to the Member; or
- (b) sending it to the Current Address of the Member; or
- (c) sending it to the Current Fax Number of the Member; or
- (d) a combination of the above methods.

36.3 Giving notice of an Emergency Meeting

A person who convenes an Emergency Meeting may:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by them in the circumstances (eg by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably determined by them in the circumstances.

36.4 Notices for Emergency Meetings

A person who convenes an Emergency Meeting must serve notice of the Emergency Meeting by:

- (a) delivering it personally to the Member or Waterways; or
- (b) contacting the Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or
- (c) a combination of the above methods.

37 Procedures for holding meetings

37.1 Conducting a Meeting or Emergency Meeting

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

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37.2 Quorum for a meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of at least three Members.

37.3 Failure to obtain a quorum

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

37.4 Notice of adjourned meetings

If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least two Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

37.5 Quorums at adjourned meetings

A quorum at an adjourned Meeting or Emergency Meeting is the Representatives or Substitute Representatives of at least three Members or the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

37.6 Attendance at a Meeting

An Owner may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

37.7 Special provisions for Meetings held in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement; and
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

37.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting by telephone, personally to the person who convened the Emergency Meeting or by post or fax to the Current Address or Current Fax Number of the person who convened the Emergency Meeting.

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37.9 Minutes of meetings

A person who convenes a Meeting or an Emergency Meeting must distribute minutes of the meeting to each Member within ten Business Days after the meeting.

38 Voting rights of Members

38.1 What are the voting rights of Members?

Subject to this clause 38, each Member Entitled to Vote has one vote at a Meeting or an Emergency Meeting.

38.2 Instructions by a Member

A Representative or Substitute Representative must vote at a Meeting or Emergency Meeting according to any instructions by the Member which appointed them.

38.3 Instructions by executive committees

The executive committee of a Member which is an Owners Corporation may give instructions to the Representative or Substitute Representative of the Owners Corporation about the way in which the Representative or Substitute Representative must vote at a Meeting or an Emergency Meeting.

38.4 Restrictions on voting by Chairperson

The Chairperson does not have a casting vote at a Meeting or an Emergency Meeting.

38.5 Restrictions on voting by Strata Manager

The Strata Manager does not have a vote at a Meeting or Emergency Meeting of the Committee unless the Strata Manager is a Representative or a Substitute Representative.

38.6 Restrictions on voting by Building Manager

The Building Manager does not have a vote at a Meeting or Emergency Meeting unless the Building Manager is a Representative or a Substitute Member.

39 Appointing a proxy

39.1 Who may appoint a proxy?

A proxy may be appointed by a Member or a Representative or Substitute Representative if the Member which appointed them has authorised them to appoint a proxy according to clause 24.8 ("Proxies").

39.2 Who may be a proxy?

A proxy must be a natural person.

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39.3 How to appoint

Subject to this clause 39, a person may appoint a proxy at any time provided that:

- (a) they make the appointment on a Proxy Form (see schedule 11); and
- (b) they and the proxy sign the Proxy Form; and
- (c) they deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

39.4 Instructions about voting

A person may include in a Proxy Form instructions to their proxy about how to vote. A vote by a proxy in contravention of those instructions is invalid.

39.5 Restrictions on voting

A proxy cannot vote at a Meeting or an Emergency Meeting if the person who appointed them cast a vote.

40 When is a Resolution required?

The matters which the Committee may determine by Resolution are:

- (a) appointing and terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager); and
- (b) appointing or terminating the appointment of the Building Manager (subject to the written agreement between the Committee and the Building Manager); and
- (c) appointing or terminating the appointment of a Service Contractor; and
- (d) adopting and amending the Management Strategies (subject to clause 11.10 (“Amending Management Strategies”)); and
- (e) any other matters which do not require a Unanimous Resolution.

41 Unanimous Resolutions

41.1 When is a Unanimous Resolution required?

The matters which the Committee may determine only by Unanimous Resolution are:

- (a) amending, adding to or repealing parts of this management statement; and

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- (b) subject to clause 21.7 (“Amending this clause”), amending clause 21 (“Limitations that apply to the Authority and obligations under leases”); and
- (c) changing, adding to, extending or removing a Shared Facility according to clause 53 (“Changing and adding to Shared Facilities”); and
- (d) amending the division of costs for Shared Facilities according to clause 54 (“Changing the costs for Shared Facilities”); and
- (e) repaying all or part of the Administrative Fund or Sinking Fund to Members (other than the Authority) according to clause 50 (“Dealing with surplus funds”); and
- (f) subject to clause 10 (“Management Plans”), amending Management Plans; and
- (g) subject to clause 12 (“Building and Use Standards”), amending the Building and Use Standards.

41.2 Authority’s consent required

Subject to clause 41.3 (“When does a Unanimous Resolution take effect?”), a Unanimous Resolution does not take effect until the Authority has approved the Unanimous Resolution in writing. The procedures to obtain the Authority’s written approval are:

- (a) the Committee must serve written notice on the Authority at least 10 Business Days before a Meeting at which the Committee will vote on a matter requiring a Unanimous Resolution. The notice must set out each resolution requiring a Unanimous Resolution at the Meeting and provide details about the purpose and effect of the resolutions; and
- (b) the Authority must serve written notice on the Committee within five Business Days after it receives the notice in paragraph (a), stating whether or not it approves the resolutions requiring Unanimous Resolutions at the Meeting.

41.3 When does a Unanimous Resolution take effect?

Despite anything else in this management statement, a Unanimous Resolution takes effect when:

- (a) the Committee passes a Unanimous Resolution; and
- (b) the Authority approves the Unanimous Resolution in writing (even if that approval is given before or after the time required in clause 41.2 (“Authority’s consent required”).

41.4 Effect of the Development Act

This clause 41 does not affect the rights of the Authority under the Development Act to support amendments to this Management Statement.

Strata Management Statement for Jones Bay Wharf

Part 5 - Financial management

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42 What funds must the Committee establish?

42.1 Types of funds

Within one month after this management statement is registered, the Committee must establish an Administrative Fund and a Sinking Fund.

42.2 Purpose of Administrative Fund

The Committee must use the Administrative Fund to pay for:

- (a) the day to day expenses of operating, maintaining and carrying out preventative maintenance to Shared Facilities; and
- (b) inspecting, maintaining and carrying out remedial works for Shared Facilities according to the Management Plans; and
- (c) complying with the Committee's obligations under the Management Strategies; and
- (d) insurance costs; and
- (e) administrative costs; and
- (f) other costs which are not Sinking Fund costs.

42.3 Purpose of Sinking Fund

The Committee must use the Sinking Fund to pay for:

- (a) the renewal and replacement of Shared Facilities; and
- (b) structural repairs and replacement required under the Management Plans.

42.4 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions; and
- (b) payments the Committee receives for inspections of its records; and
- (c) payments the Committee receives for providing Outstanding Levy Certificates; and
- (d) amounts paid to the Committee by way of discharge of claims for insurances affected by the Committee; and

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- (e) payments the Committee receives under the Easements.

42.5 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 42.4 (“What money is paid into the Administrative Fund?”).

43 Financial Years

43.1 First Financial Year

The first Financial Year of the Committee commences on the date of registration of this management statement and ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

43.2 Subsequent Financial Years

Subsequent Financial Years commence at the expiration of the previous Financial Year and end on the dates resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

44 Preparing budgets

44.1 Purpose

The Committee must prepare a budget for each Financial Year showing how much money it will need for:

- (a) inspecting, operating, maintaining, carrying out preventative maintenance, renewing and replacing Shared Facilities; and
- (b) complying with its obligations under the Management Plans and the Management Strategies; and
- (c) meeting other costs for which the Committee is responsible under the Management Act, the Development Act and this management statement.

44.2 What to include

A budget must contain itemised details of:

- (a) how much money the Committee will need during the Financial Year for the Administrative Fund and the Sinking Fund; and
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and the Sinking Fund; and

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- (c) each item for which a Member is responsible to contribute; and
- (d) the proportion that each Member must contribute to each item for the Financial Year; and
- (e) the amount of the proportion that each Member must contribute to each item for the Financial Year.

44.3 How much to budget

The Committee must budget sufficient funds to comply with its obligations under this management statement, the Development Act and the Management Act.

45 Determining contributions

45.1 Contribution cycle

The Committee must levy Members (except the Authority) the contributions it will require for its Administrative Fund and Sinking Fund for each Financial Year. The amount of contributions must coincide with the budget prepared for the Financial Year by the Committee under clause 44 (“Preparing budgets”).

45.2 When are contributions payable?

Contributions are due and payable by Members (except the Authority) in equal quarterly instalments in advance or for other periods reasonably determined by the Committee.

45.3 Determining contributions

The Committee must determine contributions for each Financial Year only at a Meeting.

45.4 How much to levy

The Committee must budget and levy sufficient contributions on its Members (except the Authority) for its Sinking Fund and Administrative Fund to perform its obligations under the Management Act, the Development Act and this management statement. In particular, the Committee must budget and levy sufficient contributions to perform its obligations to maintain, repair and replace Shared Facilities and comply with the Management Plans.

45.5 The Authority’s requirements

The Committee must comply with the Authority’s reasonable requirements when determining Sinking Fund contributions and Administrative Fund contributions.

45.6 Insufficient funds

The Committee must levy Members (except the Authority):

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- (a) additional contributions to its Sinking Fund if it cannot pay its Sinking Fund debts for a Financial Year; and
- (b) additional contributions to its Administrative Fund if it cannot pay its Administrative Fund debts for a Financial Year.

45.7 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a budget for the contribution. The Committee may determine and levy the contribution by Resolution.

46 Preparing financial statements

46.1 Financial statements and audits

At the end of each Financial Year, the Committee must:

- (a) have a qualified accountant prepare financial statements for each of its accounts for the Financial Year; and
- (b) have its accounts audited by a qualified auditor.

46.2 When to prepare financial statements

The Committee must have audited financial statements for its accounts prepared:

- (a) for the period from the date of the last financial statement to within two months before the next contribution period starts; and
- (b) where possible, in time for Members who are Owners Corporations to include in their budgets their portion of costs under this management statement.

46.3 Information for financial statements

A financial statement must show for each of the Administrative Fund and Sinking Fund:

- (a) a statement of income and expenditure during the Financial Year; and
- (b) the balance carried forward from the last Financial Year; and
- (c) particulars and amounts of each item of income during the Financial Year; and
- (d) particulars and amounts of each item of expenditure during the Financial Year; and
- (e) the cash in the fund (including deposits and investments) at the end of the Financial Year; and
- (f) the balance of the fund at the end of the Financial Year; and

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- (g) the amounts standing to the credit of each expenditure category of the fund at the end of the Financial Year; and
- (h) contribution arrears for the fund for each Member (except the Authority) at the end of the Financial Year; and
- (i) the amount of credit or debit in the fund at the end of the Financial Year; and
- (j) other relevant information.

47 Paying contributions

47.1 Notice

Subject to this clause 47, the Committee must, at least 30 days before an Administrative Fund or Sinking Fund contribution is due, give each Member (except the Authority) a written notice showing for each of the Administrative Fund and Sinking Fund:

- (a) the total contribution to be raised; and
- (b) the portion of the contribution the Member must pay; and
- (c) the date that the payment is due.

47.2 Notice in an emergency

If the Committee has to raise funds in an emergency, it may give less than 30 days notice of the contribution.

47.3 Serving notices

The Committee must serve notices of contribution to each Member (except the Authority) according to clause 67 ("Serving and receiving notices").

48 Banking money and interest on accounts

48.1 Obligations of the Committee

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of the Members (except the Authority); and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

48.2 Withdrawing funds

The Committee may only withdraw money from its accounts to meet its obligations under or arising from this management statement, the Management Act and the Development Act.

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48.3 Trust account

If the Committee appoints a Strata Manager, the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 1941* (NSW).

48.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members (except the Authority) according to clause 50 ("Dealing with surplus funds").

49 Late payments

49.1 Obligations of Members

A Member (except the Authority) must:

- (a) pay the Committee interest on any amount the Member does not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

49.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

49.3 Certificates

A certificate about interest rates given to a Member by the bank or building society of the Committee is final and binding on the parties.

49.4 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

50 Dealing with surplus funds

50.1 Distribution of surplus funds

If there is surplus money in the Administrative Fund or the Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members (except the Authority) in shares decided by the Committee.

50.2 Deciding the shares for distributions

When deciding the shares for the distribution of surplus money according to this clause 50, the Committee must have the proper regard (as far as

practicable) to the proportions in which each Member contributed to the surplus funds.

50.3 Unanimous Resolution

The Committee may decide to distribute surplus funds under this clause 50 only by Unanimous Resolution.

51 Paying contributions when there is a Dispute

51.1 Member's obligations

Members are not excused from paying their Administrative Fund contributions, Sinking Fund contributions or other amounts they owe the Committee because they have a dispute or a disagreement with the Committee (eg a dispute about the amount of a payment).

51.2 Continuing payments

If a Member has a dispute or disagreement with the Committee about the amount of their Administrative Fund or Sinking Fund contributions or other amounts they owe the Committee, the Member must continue to pay their contributions at the rate in schedule 2 ("Division of costs for Shared Facilities"). After the dispute is resolved, the parties must pay each other any necessary adjustments.

51.3 Rights are not affected

A Member's rights against the Committee are not affected if the Member continues to pay Administrative Fund and Sinking Fund contributions or other amounts they owe the Committee while they have a dispute or disagreement with the Committee.

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Strata Management Statement for Jones Bay Wharf

Part 6 - Shared Facilities

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52 What are Shared Facilities?

52.1 Overview

A number of facilities and services in Jones Bay Wharf are either used by two or more Members or used by one Member and located in the Strata Scheme or Stratum Lot of another Member. These are called Shared Facilities. A list of Shared Facilities (with a description of each) is in schedule 1 (“List of Shared Facilities”).

52.2 Rights and obligations of the Committee

Subject to this management statement, the Committee must:

- (a) operate, manage, control, maintain (including preventative maintenance), repair and replace Shared Facilities according to this management statement and, in particular, the Management Plans; and
- (b) carry out Inspections of Shared Facilities and Heritage Items according to the Management Plans.

52.3 Shared Facilities and Common Property

Some items of Common Property are designated in this management statement as Shared Facilities. Each Owners Corporation authorises the Committee to perform the Committee’s functions and exercise the Committee’s rights under this management statement in respect of that Common Property.

52.4 Shared Facilities and the Commercial Berthing Facility

Some areas in the Commercial Berthing Facility are designated in this management statement as Shared Facilities. The Commercial Berthing Facility Owner authorises the Committee to perform the Committee’s functions and exercise the Committee’s rights under this management statement in respect of those parts of the Commercial Berthing Facility. If the Commercial Berthing Facility is subdivided by a Strata Plan, clause 52.3 (“Shared Facilities and Common Property”) applies in respect of the Common Property in the Commercial Berthing Facility.

52.5 Service Contractors

The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 6.3 (“Power to contract and make appointments”) for more information.

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52.6 How to apportion costs

Schedule 2 (“Division of costs for Shared Facilities”) sets out how much each Member (except the Authority) must contribute towards the costs for Shared Facilities. The Committee must charge Members for Shared Facilities according to schedule 2.

52.7 Obligations of Members

Members (except the Authority) must pay their proportion of the costs for Shared Facilities according to schedule 2 (“Division of costs for Shared Facilities”).

52.8 What do Shared Facilities include?

Subject to the description of Shared Facilities in schedule 1 (“List of Shared Facilities”), Shared Facilities include:

- (a) roads and footpaths (including landscaping) that give access to Jones Bay Wharf; and
- (b) boardwalks and walkways surrounding Jones Bay Wharf; and
- (c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member’s part of Jones Bay Wharf; and
- (d) any rooms or areas in which Shared Facilities are located; and
- (e) the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (f) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (g) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (h) the inspection of Shared Facilities (if applicable) by Government Agencies; and
- (i) the certification of Shared Facilities for the purposes of the law.

52.9 Costs for Shared Facilities

Subject to the description of Shared Facilities in schedule 1 (“List of Shared Facilities”), costs relating to Shared Facilities include costs for:

- (a) the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (b) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

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- (c) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (d) the inspection of Shared Facilities (if applicable) by Government Agencies; and
- (e) the certification of Shared Facilities for the purposes of the law.

52.10 Who is entitled to use Shared Facilities?

The column titled “Used by” in schedule 1 (“List of Shared Facilities”) specifies which Members are entitled to use each Shared Facility. If:

- (a) a Member entitled to use a Shared Facility is an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled to use the Shared Facility; and
- (b) a Member entitled to use a Shared Facility is an Owner of a Stratum Lot, the Occupiers of the Stratum Lot (or parts of it) are entitled to use the Shared Facility.

In all cases, the provisions in clause 20 (“Responsibility for others”) apply.

52.11 Availability of Shared Facilities

Some Shared Facilities will be available for use only after registration of strata plan no. 70641, including:

- (a) parts of the Public Access Area; and
- (b) the Heritage Interpretation Room; and
- (c) the Awning; and
- (d) the Commercial Mooring Structure; and
- (e) the Pumpout Facility.

Despite anything else in this management statement, the rights and obligations of the Committee, Members, Owners and Occupiers in respect of those Shared Facilities commence on registration of strata plan no. 70641.

52.12 Easements

Several Shared Facilities are the subject of Easements. The Committee (and each Member) agrees in favour of each grantor and each grantee under those Easements (who is a Member) to perform their functions and exercise their rights according to the Easements. Each grantor and each grantee (who is a Member) agrees that the Committee may perform their functions and exercise their rights under the Easements. The Shared Facilities subject to Easements include the Public Access Areas, the Garbage Rooms, the Service Vehicle Spaces, the Awning and parts of the Vehicle Accessway.

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53 Changing and adding to Shared Facilities

53.1 Rights of the Committee

The Committee may, by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities; and
- (b) create new Shared Facilities; and
- (c) change existing Shared Facilities; and
- (d) change the use of existing Shared Facilities; and
- (e) modify or replace existing Shared Facilities; and
- (f) extend Shared Facilities; and
- (g) remove Shared Facilities with the consent of the Authority.

53.2 Amending the schedules

The Members must amend schedules 1 (“List of Shared Facilities”) and 2 (“Division of costs for Shared Facilities”) to reflect anything the Committee resolves to do under this clause 53.

54 Changing the costs for Shared Facilities

54.1 Rights of the Committee

The Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in schedule 2 (“Division of costs for Shared Facilities”) if:

- (a) the Committee resolves to deal with Shared Facilities under clause 53 (“Changing and adding to Shared Facilities”); or
- (b) it more fairly divides costs for Shared Facilities; or
- (c) Jones Bay Wharf changes; or
- (d) the Committee identifies new Shared Facilities; or
- (e) the use of Shared Facilities changes; or
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) a Shared Facility is removed; or
- (h) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

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54.2 Amending the schedules

The Members must amend schedule 2 (“Division of costs for Shared Facilities”) to reflect anything the Committee resolves to do under this clause 54.

55 Using approved contractors

55.1 Overview

Many of the Shared Facilities in Jones Bay Wharf are highly technical and affect other components in the building. As a result Shared Facilities, building works and services must be maintained to a high standard and only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities.

55.2 Obligations of the Committee

The Committee must:

- (a) appoint and make sure that contractors approved by it are always available to maintain Shared Facilities and do structural building works; and
- (b) give each Member a list of current approved contractors.

55.3 Approving contractors

The Committee may make a decision to approve a contractor in its absolute discretion.

55.4 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers must use approved contractors for all work described in this clause 55.

56 Damage to Shared Facilities and Common Property

A Member, Owner or Occupier must:

- (a) use Shared Facilities only for their intended purposes; and
- (b) immediately notify the Committee about damage to or a defect in a Shared Facility which comes to their attention; and
- (c) immediately notify the relevant Owners Corporation about any damage to or a defect in Common Property which comes to their attention; and
- (d) compensate the Committee for any damage to Shared Facilities caused by them, their visitors or persons doing work in Jones Bay Wharf on their behalf; and

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- (e) compensate the relevant Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work in Jones Bay Wharf on their behalf.

57 Public Access Areas

57.1 Shared Facility

The Public Access Areas are a Shared Facility.

57.2 Who may use the areas?

Parts of the Public Access Areas (including the Apron) are, subject to the Easements, available for 24 hour use by Members, Owners and Occupiers and members of the public.

57.3 Rights of the Committee

In the Traffic Management Strategy, the Committee may allocate areas in the Public Access Areas for temporary parking by:

- (a) Owners and Occupiers of Lots in the Berthing Facilities (or their invitees) while they are loading, unloading or servicing their vessels; and
- (b) Service Contractors or other persons carrying out maintenance on Marine Structures, the Commercial Mooring Structure or the Private Mooring Structure.

When it exercises its rights under this clause 57.3, the Committee must not interfere with or unreasonably obstruct access to the Public Access Areas by members of the public.

57.4 Obligations of Owners and Occupiers

Owners and Occupiers who are entitled to park on the Public Access Area under this clause 57 must do so only in the area allocated for that purpose by the Committee.

57.5 Obligations of the Committee

The Committee must:

- (a) ensure that the public has 24 hour pedestrian and bicycle access to the Public Access Areas (including the lifts and stairs referred to in the Easements) according to the Easements; and
- (b) not permit vehicular access to (or the parking of vehicles on) the Public Access Areas other than for emergencies, wharf maintenance and the loading, unloading and servicing of vessels in the Private Berthing Facility and the Commercial Berthing Facility; and
- (c) not do anything to cause a grantee under an Easement for Public Access Areas to be in breach of its obligations under that Easement.

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57.6 Access

At the date of registration of this management statement, the Public Access Areas are available for use other than those parts of the Public Access Areas located in Strata Lot 22 in Commercial South and Lot 13 in DP883135. The arrangements for those parts of the Public Access Areas are dealt with in the Easements.

57.7 Prohibitions

Members, Owners and Occupiers must not at any time:

- (a) place any waste, rubbish or recyclable materials on the Public Access Areas; or
- (b) consume alcohol on the Public Access Area; or
- (c) fish from the Public Access Area; or
- (d) swim, dive or snorkel for recreational purposes from or within the Berthing Facilities.

58 Restricting access to parts of Jones Bay Wharf and issuing Security Keys

58.1 Restricting access to parts of Jones Bay Wharf

Subject to this management statement and the Easements, the Committee may close off or restrict access to parts of Jones Bay Wharf and restrict access to Shared Facilities by Members, Owners and Occupiers who are not entitled to use them.

58.2 Provision of Security Keys

The Committee must provide a Security Key to:

- (a) each Member to access their component of Jones Bay Wharf; and
- (b) each Owner and Occupier to access their Carspace; and
- (c) each Member, Owner and Occupier to access Shared Facilities which they are entitled to use

but only if that access is controlled by the integrated security system for Jones Bay Wharf.

58.3 Charging fees for Security Keys

The Committee may charge a fee or bond if a Member, Owner or Occupier requests an additional or replacement Security Keys.

58.4 Rights and obligations of Members, Owners and Occupiers

Members, Owners and Occupiers must:

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- (a) take all reasonable steps not to lose a Security Key; and
- (b) notify the Committee immediately if they lose a Security Key; and
- (c) return Security Keys to the Committee if they do not need them; and
- (d) comply with the reasonable instructions of the Committee about Security Keys and, in particular, about re-coding and returning Security Keys.

58.5 Some prohibitions

A Member, Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not a Member, an Owner or an Occupier; or
- (c) interfere with or shut down any part of the integrated security system for Jones Bay Wharf without consent from the Committee.

58.6 Who owns Security Keys?

Security Keys belong to the Committee.

58.7 Managing the Security Key system

The Committee has the power to:

- (a) re-code Security Keys; and
- (b) require Members, Owners and Occupiers to promptly return their Security Keys to the Committee to be re-coded; and
- (c) enter into agreements with Service Contractors, the Strata Manager or the Building Manager about the provision and management of Security Keys and the management of security systems generally.

58.8 Access to Strata Lot 54 in Commercial South and the Heritage Interpretation Room

Access to Strata Lot 54 in Commercial South may be gained through the Heritage Interpretation Room. Despite anything else in this management statement, the Committee must not secure or obstruct access to the Heritage Interpretation Room if this will interfere with access to Strata Lot 54 in Commercial South.

59 Controlling traffic and using the Vehicle Accessway

59.1 Powers of the Committee

Subject to this management statement, the Committee has the power to:

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- (a) impose a speed limit for traffic in the Vehicle Accessways on the Upper Deck and Lower Deck; and
- (b) impose reasonable restrictions on the use of the Vehicle Accessways on the Upper Deck and Lower Deck; and
- (c) install speed humps and other traffic control devices in the Vehicle Accessways in the Upper Deck and Lower Deck; and
- (d) install signs about parking and to control use of the Vehicle Accessways in the Upper Deck and Lower Deck.

59.2 Parking on the Vehicle Accessways

Members, Owners and Occupiers must not park or stand a motor vehicle in the Vehicle Accessways (other than according to this management statement or the by-laws for their Strata Scheme).

60 Service Vehicle Spaces

60.1 Who may use Service Vehicle Spaces

Service Vehicle Spaces are available for temporary parking, loading and unloading by Service Contractors and other persons making deliveries to or carrying out works for Members, Owners and Occupiers.

60.2 Requirements for use

Members, Owners and Occupiers:

- (a) may not park in a Service Vehicle Space; and
- (b) must not allow their visitors to park in a Service Vehicle Space; and
- (c) if a Service Contractor or other person making deliveries or carrying out work for them needs to park in a Service Vehicle Space for more than one day, must notify the Committee and comply with their reasonable requirements about use of the space.

61 Disabled Carparking Spaces

61.1 Who may use Disabled Carparking Spaces

Disabled Carparking Spaces are available for temporary use by physically disabled invitees of Owners or Occupiers.

61.2 Requirements of use

Members, Owners and Occupiers must not park in a Disabled Carparking Space.

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62 Bike Racks and Shower Facilities

62.1 Use

The Bike Racks are available for use by Owners and Occupiers (but not their invitees). The Shower Facilities are available for use by Owners and Occupiers (but not their invitees) when they use the Bike Racks

62.2 Requirements for using the Bike Racks

When Owners and Occupiers use the Bike Racks they may lock or secure their bike provided that they do not permanently secure a locking or safety device to a Bike Rack.

62.3 Requirements for using the Shower Facilities

Owner and Occupiers must:

- (a) leave the Shower Facilities clean and tidy after they have finished using them; and
- (b) not permanently store personal items in the Shower Facilities.

62.4 Committee not responsible

The Committee is not responsible:

- (a) to provide personal items in the Shower Facilities (eg soap and towels); or
- (b) for the safety or security of an Owner's or Occupier's bike when they use the Bike Racks; or
- (c) for the safety or security of personal items when Owners or Occupiers use the Shower Facilities.

63 Pumpout Facility

63.1 Use

The Pumpout Facility is available for use by:

- (a) Owners and Occupiers of Strata Lots in the Private Berthing Facility; and
- (b) the Commercial Berthing Facility Owner; and
- (c) Occupiers of the Commercial Berthing Facility (or part of it); and
- (d) if the Commercial Berthing Facility is subdivided by a Strata Plan, Owners and Occupiers of Strata Lots in the Commercial Berthing Facility.

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63.2 Obligations of the Committee

The Committee must:

- (a) operate the Pumpout Facility and regularly clean, maintain and repair the Pumpout Facility; and
- (b) comply with any requirements of Government Agencies in respect of the Pumpout Facility.

64 Debris in the Port of Sydney

64.1 Obligations of the Committee

The Committee must:

- (a) ensure that adequate protection measures are installed and maintained on the relevant parts of Jones Bay Wharf so that the waters of the Port of Sydney are protected from any debris (floating or otherwise), pollution or sedimentation run-off emanating from Jones Bay Wharf; and
- (b) collect any debris (floating or otherwise) deposited in the Port of Sydney from Jones Bay Wharf.

64.2 Obligations of Owners and Occupiers

Members, Owners and Occupiers must not throw any rubbish or other materials into the Port of Sydney.

65 The Authority's costs

65.1 Administrative costs

The Committee must, if requested by the Authority, pay the Authority's administrative costs and disbursements for all matters pertaining to this management statement.

65.2 Calculating costs

If the Authority requires payment under this clause 65, the Authority must calculate its costs and present an account, showing full particulars, to the Committee.

65.3 Shared Facility

The Authority's costs under this clause 65 are a Shared Facility. The Members must contribute towards the costs according to schedule 2 ("Division of costs for Shared Facilities").

Strata Management Statement for Jones Bay Wharf

Part 7 - Miscellaneous

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66 How to resolve disputes

66.1 Interpretation

For the purposes of this clause 66, “party” or “parties” means the party or parties to a dispute.

66.2 Parties to a dispute

In this clause 66, the party or parties to a dispute may be the Committee, a Member, an Owner or an Occupier.

66.3 Persons who are not a party to a dispute

A Member, Owner or Occupier who is not a party to the dispute does not need to participate in the dispute resolution process unless their participation is essential in resolving the dispute.

66.4 About disputes

The parties must endeavour in good faith to resolve disputes about this management statement before taking action under this clause 66.

66.5 Dealing with disputes

The parties must deal with disputes about this management statement according to this clause 66. This includes disputes about:

- (a) the Committee or an Officer failing to comply with the provisions about Meetings or Emergency Meetings; and
- (b) the Management Plans; and
- (c) the Management Strategies; and
- (d) the Building and Use Standards; and
- (e) resolutions of the Committee.

66.6 Dispute notice

A party may give another party a dispute notice. In the notice the party must:

- (a) describe what the dispute is about; and
- (b) identify the provisions of this management statement or the law which apply to the dispute; and
- (c) state the position of the party; and

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- (d) set out the facts and other circumstances on which the party relies;
and
- (e) attach copies of correspondence and other documents mentioned in the dispute notice.

66.7 Negotiation

Within 14 days after a party gives a dispute notice, the parties must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:

- (a) at 2.00 pm on the day which is 14 days after the dispute notice was given; and
- (b) at Jones Bay Wharf or by telephone conference.

66.8 Mediation

If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to refer the dispute to mediation and appoint a mediator from the panel of mediators kept by LEADR to mediate the dispute.

66.9 Appointment of mediator

If the parties cannot agree on the mediator from the LEADR panel within seven days after a party gives a mediation notice, a Member may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to appoint a mediator from the LEADR panel and determine the remuneration of the mediator.

66.10 Rules for mediation

The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on the mediation procedures they will adopt and the timetable for the mediation procedures. The mediation must take place in Sydney, New South Wales.

66.11 Expert determination

If the parties cannot resolve their dispute by negotiation or mediation, a party may give a determination notice requiring the parties to refer the dispute to an independent expert for determination and appoint an expert to determine the dispute.

66.12 Appointment of expert

If the parties cannot agree on an expert within seven days after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to appoint an appropriate expert having regard to the nature of the dispute and determine the remuneration of the expert.

66.13 Instructions to expert

The parties must instruct the expert to:

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- (a) act as an expert and not as an arbitrator; and
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

66.14 Rights of expert

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence; and
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the dispute and give written reasons for the decision within one month of being appointed.

66.15 Determination by expert

The determination by the expert is final and binding on the parties.

66.16 Costs

The parties must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

67 Serving and receiving notices

67.1 How to serve notices

A notice or communication given under this management statement must be in writing or by electronic transmission and must be:

- (a) delivered personally to the addressee; or
- (b) left at the current address of the addressee; or
- (c) sent by pre-paid ordinary post to the current address of the addressee;
or
- (d) sent to the current facsimile number of the addressee.

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67.2 Current details

For the purposes of serving a notice or communication according to this clause 67, the current address and facsimile number of Members, Representatives and Substitute Representatives are those supplied in the most current Appointment Form or Membership Form received by the Committee from the relevant Member.

67.3 When do notices take effect?

Subject to this clause 67, a notice or communication takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later).

67.4 When are notices received?

A posted notice or communication is deemed to be received on the third day after it was posted.

67.5 When are faxes received?

A facsimile is deemed to be received:

- (a) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee; or
- (b) if the facsimile is sent after 5.00 pm, on the next Business Day; or
- (c) if the facsimile is sent on day which is not a Business Day, on the next Business Day.

68 GST

68.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

68.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

68.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of

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the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

68.4 Reimbursement

Where one party (“payer”) is liable to reimburse another party (“payee”) for any expenditure incurred by the payee (“Expenditure”), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause 68.

69 General

69.1 Discretion in exercising rights

The Committee may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise).

69.2 Partial exercise of rights

If the Committee, a Member, an Owner or an Occupier does not exercise a right or remedy fully or at a given time, they may still exercise it later (unless this management statement expressly states otherwise).

69.3 Approvals and consents

By giving its approval or consent, the Committee does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

69.4 Conflict of interest

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

69.5 Remedies cumulative

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

69.6 Severability

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

Strata Management Statement for Jones Bay Wharf

Part 8 - Dictionary

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70 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Administrative Fund means the fund established by the Committee according to clause 42 (“What funds must the Committee establish?”) to pay for the day to day expenses of operating and maintaining Shared Facilities and Jones Bay Wharf generally.

Application means an application for any Approval.

Appointment Form means a form in or to the effect of the form in schedule 9 (“Appointment Form”) to appoint Representatives and Substitute Representatives.

Approval means:

- (a) any approval, consent, certificate modification, Construction Certificate, occupation certificate or complying development certificate under the EP&A Act; and
- (b) permits, endorsements, licences (including licences under the *Liquor Act 1982* (NSW)), conditions or requirements (and any variations to them)

which are not authorised under the Building and Use Standards and which may be required by law or by adjoining owners in connection with the use or occupation of Jones Bay Wharf or any works carried out on Jones Bay Wharf.

Apron - see the definition in schedule 1 (“List of Shared Facilities”).

Authority means the lessor (as that term is defined in the Development Act) from time to time for Lots and Common Property. Where appropriate in the context, “**Authority**” also includes agents, employees, invitees and licensees of the Authority.

Berthing Facilities means the Private Berthing Facilities and the Commercial Berthing Facilities.

Berthing Facility Garbage Room - see the definition in schedule 1 (“List of Shared Facilities”).

Berthing Facility Inspection means an inspection carried out according to the Structure Maintenance and Management Plan on or around each anniversary of the date of registration of this management statement which includes an inspection of the Berthing Facilities to identify, record and address issues of maintenance required for the Berthing Facilities and to identify:

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- (a) cracking or spalding concrete; and
- (b) deterioration of steel pile protective coatings and rusting; and
- (c) local duress on the concrete structure caused by excessive loads or mooring points; and
- (d) removal of marine growth on pontoons.

Berthing Facility Safety Management Strategy means the safety management strategy for the Berthing Facilities adopted by the Committee according to clause 11 (“Management Strategies”), as amended from time to time.

Bike Racks - see the definition in schedule 1 (“List of Shared Facilities”).

Building and Use Standards means the standards in schedule 4 (“Building and Use Standards”).

Building Approval means an approval granted under section 68 of the *Local Government Act 1993* (NSW).

Building Management Areas - see the definition in schedule 1 (“List of Shared Facilities”).

Building Manager means the building manager appointed by the Committee under clause 9 (“Agreement with the Building Manager”) to provide management and operational services for Jones Bay Wharf.

Business Day means a day other than a Saturday, Sunday or public holiday on which banks in New South Wales are open for general banking business.

Business Uses means commercial offices, showrooms, warehouses, maritime business uses (including brokerage, chandlery, shore facilities and uses supporting charter vessel operations), ancillary retail, cafes and restaurants and other uses permitted by the relevant Government Agency from time to time.

Carspace means:

- (a) Strata Lots 23, 26, 76, 79 and 107 to 282 in Commercial North; and
- (b) Strata Lots 23 to 40 in Commercial South.

Chairperson means the chairperson of the Committee.

Commercial Berthing Facility means lot 3 in DP 1050360 (and any Strata Scheme into which it is subdivided).

Commercial Berthing Facility Owner means the Owner of the Commercial Berthing Facility (or the Owners Corporation created if the Commercial Berthing Facility is subdivided by a Strata Plan).

Commercial Garbage Room - see the definition in schedule 1 (“List of Shared Facilities”).

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Commercial Mooring Structure - see the definition in schedule 1 ("List of Shared Facilities").

Commercial North means strata scheme no. 69950.

Commercial North Owners Corporation means The Owners - Strata Plan No. 69950.

Commercial South means strata scheme no. 69951 (and strata plan of subdivision no. 70641).

Commercial South Owners Corporation means The Owners - Strata Plan No. 69951.

Committee means the building management committee established and maintained by the Members under clause 6 ("The Committee") and required by the Development Act.

Common Property has the same meaning as it does in the Management Act. It includes any Common Property created if the Commercial Berthing Facility is subdivided by a Strata Plan.

Common Property Works means any works which affect Common Property (and which are not Interior Fitout Works).

Conservation Management Plan means the plan in schedule 5 ("Conservation Management Plan").

Construction Certificate means a certificate issued under section 109C(1)(b) of the EP&A Act.

Current Address for a Member, Owner or Occupier means the address shown on the last Membership Form served on the Committee in respect of the Member, Owner or Occupier.

Current Fax Number for a Member, Owner or Occupier means the fax number shown on the last Membership Form served on the Committee in respect of the Member, Owner or Occupier.

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

Development Consents mean:

- (a) development consent no. 37/98 issued by the Minister for Urban Affairs and Planning on 27 August 2001; and
- (b) development consent no. 334-11-01 issued by the Minister for Planning on 15 July 2002; and
- (c) any development consents for the construction and development of the Commercial Mooring Structure and the Commercial Berthing Facility generally

and any modifications or amendments of those consents.

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Disabled Carparking Space - see the definition in schedule 1 (“List of Shared Facilities”)

Easements means the easements, positive covenants and restrictions on the use of land registered under the *Conveyancing Act 1919* (NSW) benefiting and burdening Strata Lots, Common Property and Stratum Lots, including easements for public access and public use of lifts and stairs created under the Development Consent.

Elevated Walkway - see the definition in schedule 1 (“List of Shared Facilities”).

Emergency Meeting means a meeting of the Committee convened according to clause 34.3 (“Emergency Meetings”).

Environment includes all aspects of the surroundings of human beings including:

- (a) the physical characteristics of those surroundings such as the land, the waters and the atmosphere; and
- (b) the biological characteristics of those surroundings such as the animals plants and other forms of life; and
- (c) the aesthetic characteristics of those surroundings such as their appearance, sounds, smells, tastes and textures.

Environmental Laws means the requirements of all laws (whether Commonwealth, state or common law), regulations, rulings or standards concerning environmental matters including but not limited to the laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances and resource allocation.

Environment Protection Strategy means the environment protection strategy to protect the Environment adopted by the Committee according to clause 11 (“Management Strategies”), as amended from time to time.

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

External Appearance means the appearance of any external surface of Commercial North, Commercial South or a Strata Lot in Commercial North or Commercial South which:

- (a) is visible from outside Commercial North, Commercial South or a Strata Lot in Commercial North or Commercial South; or
- (b) is visible from the Public Access Areas.

External Appearance Works means any works in Commercial North, Commercial South or a Strata Lot in Commercial North or Commercial South which affect the External Appearance of Jones Bay Wharf and which are not:

- (a) Interior Fitout Works or permitted or otherwise approved under the Interior Fitout Guidelines; or

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- (b) permitted or otherwise approved under the Outdoor Furniture Guidelines; or
- (c) permitted or otherwise approved under the Signage Guidelines.

Examples of External Appearance Works include changes to painted or other finished surfaces and the installation of security screens or doors.

Financial Year means a financial year of the Committee determined according to clause 43 ("Financial Years").

Garbage Rooms means the Commercial Garbage Room and the Berthing Facility Garbage Room.

Gas Services - see the definition in schedule 1 ("List of Shared Facilities").

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation. In respect of an application for Approval, it means the Government Agency having the function to determine the application.

Grid means a reference point on architectural drawings from which dimensions are identified for the purposes of locating building and berthing elements at Jones Bay Wharf.

GST means any form of goods and services tax or similar value added tax.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and any other legislation or regulation which imposes, levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.

Guidelines means:

- (a) the Code of Environmental Construction Practice Ultimo Pyrmont Area 1997 (as updated or replaced from time to time) issued by the Authority; and
- (b) the Ecologically Sustainable Development CWDC Guidelines (as updated or replaced from time to time) issued by the Authority; and
- (c) the Ultimo/Pyrmont Public Domain Technical Manual (as updated or replaced from time to time); and
- (d) Urban Development Plan for Ultimo/Pyrmont Precinct, 1995 update (as updated or replaced from time to time); and
- (e) the Pyrmont Point Master Plan adopted by the Minister in 1994 (as updated or replaced from time to time) whether or not it has been extended and whether or not it is or continues to be valid and enforceable (to the intent that even if the Master Plan at any time no longer constitutes a master plan in force under SREP 26, the Master Plan shall remain relevant for all purposes of the rights and

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obligations of the Members, Owners and Occupiers under this management statement provided it is not contrary to the law).

Heritage Architect means a person experienced in monitoring and assessing the heritage impact of development and certifying the compliance with conditions of development consents in so far as they relate to heritage matters.

Heritage Fabric Maintenance Inspections means inspections of Heritage Items according to Appendix E of the Conservation Management Plan.

Heritage Items - see the definition in schedule 1 (“List of Shared Facilities”).

Heritage Interpretation Room means the heritage interpretation room located in Commercial South on the Lower Deck between Grids 1.5 to 2.5 and C to E. It includes display cabinets, museum items and artefacts and mannequins located in the room. The Heritage Interpretation Room forms part of the Public Access Area. It provides access to Strata Lot 54 in Commercial South.

Heritage Records means the records which the Committee must keep according to policies 8.2.4 to 8.2.7 of the Conservation Management Plan.

Inspections means:

- (a) Level 1 Inspections, Level 2 Inspections, Level 3 Inspections and Level 4 Inspections; and
- (b) Berthing Facility Inspections; and
- (c) Termite Inspections; and
- (d) Heritage Fabric Maintenance Inspections.

Interior Fitout Guidelines means the Interior Fitout Guidelines the subject of development consent 327-7-2003 (and any modifications of that consent).

Interior Fitout Works include all works to fitout a Strata Lot in Commercial North and Commercial South and all works regulated under the Interior Fitout Guidelines.

Jones Bay Wharf means the land and improvements in Commercial North, Commercial South, the Private Berthing Facility and the Commercial Berthing Facility.

LEADR means Lawyers Engaged in Alternative Dispute Resolution (ACN 008 651 232) of Level 4, 233 Macquarie Street, Sydney NSW 2000 or, if no such organisation exists, a similar organisation chosen by the Committee acting reasonably.

Level 1 Inspection - see the definition in clause 5.3 (“Definition of Level 1 Inspection”) in the Structure Maintenance and Management Plan.

Level 2 Inspection - see the definition in clause 5.4 (“Definition of Level 2 Inspection”) in the Structure Maintenance and Management Plan.

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Level 3 Inspection - see the definition in clause 5.5 (“Definition of Level 3 Inspection”) in the Structure Maintenance and Management Plan.

Level 4 Inspection - see the definition in clause 5.6 (“Definition of Level 4 Inspection”) in the Structure Maintenance and Management Plan.

Lot means a Strata Lot or a Stratum Lot.

Lower Deck means the lower deck level of Jones Bay Wharf accessible by vehicle from Pirrama Road and shown on DP1050360 as the “Lower Deck Level”.

Lower Deck Mezzanine means the level between the Lower Deck and the Upper Deck.

Maintenance Database means the database used by the Committee to record the results of Level 1 Inspections, Level 2 Inspections, Level 3 Inspections, Level 4 Inspections and Berthing Facility Inspections according to clause 5.4 (“Results of inspection and maintenance”) of the Structure Maintenance and Management Plan.

Maintenance Proposal means:

- (a) the detail of the Committee’s proposed maintenance and remedial works to the piles, substructures, seawalls and associated structural elements on Jones Bay Wharf; and
- (b) the Committee’s program for implementing those works for each current inspection period.

See schedule 6 (“Structure Maintenance and Management Plan”) for more information.

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

Management Plans means the Conservation Management Plan and the Structure and Maintenance Management Plan.

Management Strategies means the Traffic Management Strategy, the Waste Management Strategy, the Berthing Facility Safety Management Strategy, the Environment Protection Strategy and the Water Cycle Management Strategy.

Marine Structures - see the definition in schedule 1 (“List of Shared Facilities”).

Meeting means a meeting of the Committee which is not an Emergency Meeting.

Member means, subject to exclusion from membership under schedule 2A clause 2(3) of the Development Act, the Authority, each Owners Corporation and each Owner of a Stratum Lot.

Member Entitled to Vote means, in relation to a matter requiring a Resolution:

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- (a) a Member who has paid the Committee all of their Administrative Fund and Sinking Fund contributions and other money they owe the Committee under this management statement which are due and payable before the Meeting or Emergency Meeting at which the Resolution will be considered; and
- (b) if the Resolution deals with a Shared Facility:
 - (iv) a Member who is required to contribute to the costs of the Shared Facility under schedule 2 (“Division of costs for Shared Facilities”); and
 - (v) a Member who will be required to contribute to the costs of the Shared Facility if the Resolution is passed; and
 - (vi) a Member in whose Strata Scheme or Stratum Lot the Shared Facility is located and whose Strata Scheme or Stratum Lot will be substantially and detrimentally affected if the Resolution is passed.

A Member Entitled to Vote in relation to a matter requiring a Unanimous Resolution means:

- (a) each Member; or
- (b) if the Unanimous Resolution deals with a Shared Facility:
 - (i) a Member who is required to contribute to the costs of the Shared Facility under schedule 2 (“Division of costs for Shared Facilities”); and
 - (ii) a Member who will be required to contribute to the costs of the Shared Facility if the Unanimous Resolution is passed; and
 - (iii) a Member in whose Strata Scheme or Stratum Lot the Shared Facility is located and whose Strata Scheme or Stratum Lot will be substantially and detrimentally affected if the Unanimous Resolution is passed.

For all matters requiring Resolutions and Unanimous Resolutions, the Authority is deemed to be a Member Entitled to Vote.

Membership Form means a form in or to the effect of the form in schedule 11 (“Membership Form”) to notify the Committee of new Members or changes to a Member’s contact details.

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

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

Officer means the Secretary, Treasurer or Chairperson.

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Outdoor Furniture Guidelines means the outdoor furniture guidelines the subject of development consent 191-5-2003 (and any modifications of that consent).

Outstanding Levy Certificate means a certificate provided by the Committee according to clause 33 ("Obtaining an Outstanding Levy Certificate").

Owner means, if a leasehold interest exists in respect of a Lot:

- (a) the lessee (as that term is defined in the Development Act) for the time being of a leasehold interest in the Lot; and
- (b) if the Lot is subdivided or resubdivided, the lessees (as that term is defined in the Development Act) for the time being of the leasehold interest the new Lots; and
- (c) a mortgagee in possession of a Lot.

If no leasehold interest exists in respect of a Lot, Owner means the proprietor (as that term is defined in the Development Act) or mortgagee in possession of the Lot.

Owners Corporation means an owners corporation constituted under the Management Act. It includes any Owners Corporation created if the Commercial Berthing Facility is subdivided by a Strata Plan.

Pests include termites, rodents and any other pests which affect or are likely to affect the structural integrity of Jones Bay Wharf (or part of it).

Private Berthing Facility means strata scheme no. 70640.

Private Berthing Facility Owners Corporation means The Owners - Strata Plan No. 70640.

Private Mooring Structure - see the definition in schedule 1 ("List of Shared Facilities").

Proxy Form means a form in or to the effect of the proxy form in schedule 10 ("Proxy Form").

Public Access Areas - see the definition in schedule 1 ("List of Shared Facilities").

Pumpout Facility - see the definition in schedule 1 ("List of Shared Facilities").

Representative means a natural person appointed by a Member to represent the Member at Meetings and Emergency Meetings.

Requirements means any requirements, notices, orders or directions given to the Committee, a Member or the Authority by any Government Agency.

Resolution means a resolution for which a majority of Members Entitled to Vote (excluding the Authority) vote in favour.

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Rules means rules made by the Committee according to clause 6 (“The Committee”) about the management, operation, maintenance and repair of Jones Bay Wharf and Shared Facilities.

Secretary means the secretary of the Committee.

Service Contractor means a person who provides services to the Committee including operational, maintenance, repair and replacement services for Shared Facilities.

Service Vehicle Spaces - see the definition in schedule 1 (“List of Shared Facilities”).

Shared Facilities means:

- (a) the items in clause 52 (“What are Shared Facilities?”) and in schedule 1 (“List of Shared Facilities”); and
- (b) services, facilities, machinery and equipment and other items used by two or more Members or used by one Member and located in the Strata Scheme or Stratum Lot of another Member; and
- (c) costs for items like the Building Manager, Strata Manager and insurances for Jones Bay Wharf; and
- (d) other facilities and services nominated by or according to this management statement as Shared Facilities.

Shared Facilities Plan means the plan in schedule 3 (“Shared Facilities Plan”) showing the location of certain Shared Facilities.

Shared Facilities Works means any works which affect Shared Facilities (and which are not Interior Fitout Works).

Signage Guidelines means the signage guidelines the subject of development consent 14-1-2003-i (and any modifications of that consent).

Sinking Fund means the fund established by the Committee according to clause 42 (“What funds must the Committee establish?”) to pay for renewals and replacements of Shared Facilities.

Shower Facilities - see the definition in schedule 1 (“List of Shared Facilities”).

Strata Lot means a lot created by strata subdivision under the Development Act of a Stratum Lot (including a Carspace). It includes any Strata Lot created if the Commercial Berthing Facility is subdivided by a Strata Plan.

Strata Manager means the strata manager appointed by the Committee under clause 8 (“Agreement with the Strata Manager”) to manage Jones Bay Wharf and perform administrative, financial management and book keeping function for the Committee.

Strata Plan means a strata plan which subdivides a Stratum Lot according to the Development Act.

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Strata Scheme means a strata scheme in Jones Bay Wharf created according to the Development Act. It includes any Strata Scheme created if the Commercial Berthing Facility is subdivided by a Strata Plan.

Stratum Lot means a lot in Jones Bay Wharf that has not been subdivided by a Strata Plan.

Structural Engineer means a structural engineer appointed by the Committee to oversee Inspections (or Heritage Fabric Maintenance Inspections) and provide structural certifications according to the Structure Maintenance and Management Plan. A Structural Engineer must be:

- (a) approved by the Authority (acting reasonably); and
- (b) experienced in the type of work contemplated to be carried out by a structural engineer in the Structure Maintenance and Management Plan; and
- (c) a corporate member or eligible for corporate membership of the Institution of Engineers, Australia (or any body which replaces that body).

Structure Maintenance and Management Plan means the plan in schedule 6 ("Structure Maintenance and Management Plan").

Substitute Representative means a natural person appointed by a Member to represent them as a substitute for their Representative.

Tax Invoice has the same meaning as in the GST Law.

Termite Inspection means an inspection carried out according to the Structure Maintenance and Management Plan on or around each anniversary of the date of registration of this management statement.

Terrace means a terrace, balcony or courtyard for a Strata Lot in Commercial North and Commercial South (which is not a Carspace).

Traffic Management Strategy means the traffic management strategy adopted by the Committee according to clause 11 ("Management Strategies"), as amended from time to time.

Treasurer means the treasurer of the Committee.

Type A Works has the meaning given to it in the Interior Fitout Guidelines.

Type B Works has the meaning given to it in the Interior Fitout Guidelines.

Type C Works has the meaning given to it in the Interior Fitout Guidelines.

Unanimous Resolution means a resolution against which no Member Entitled to Vote casts a vote.

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Upper Deck means:

- (a) the access bridge over Pirrama Road accessible via Bayview Road; and
- (b) the upper deck level of Jones Bay Wharf accessible by vehicle from Bayview Road shown on DP as the “Upper Deck Level”.

Upper Deck Loft means the level above the Upper Deck Mezzanine.

Upper Deck Mezzanine means the level shown on DP1050360 as the “Roof Level”.

Vehicle Accessways - see the definition in schedule 1 (“List of Shared Facilities”).

Water Cycle Management Strategy means the water cycle management strategy adopted by the Committee according to clause 11 (“Management Strategies”), as amended from time to time.

Waste Management Equipment - see the definition in schedule 1 (“List of Shared Facilities”).

Waste Management Strategy means the waste management strategy adopted by the Committee according to clause 11 (“Management Strategies”), as amended from time to time.

Waterways means the Waterways Authority. Where appropriate in the context, **Waterways** also includes its agents, employees, invitees and licensees.

71 Interpretation

71.1 References to certain terms

Unless the contrary intention appears, a reference in this management statement:

- (a) **(management statement)** to the management statement includes the Building and Use Standards, Management Plans, Management Strategies and Rules; and
- (b) **(variations or replacement)** to a document (including this management statement) includes any variation or replacement of it; and
- (c) **(clauses, annexures and schedules)** to a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this management statement; and
- (d) **(reference to statutes)** to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

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- (e) **(law)** to law means common law and 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); and
- (f) **(singular includes plural)** to the singular includes the plural and vice versa; and
- (g) **(person)** to the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency; and
- (h) **(executors, administrators, successors)** to a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (i) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (j) **(reference to a day)** to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (k) **(meaning not limited)** to the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (l) **(next day)** if an act under this management statement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and
- (m) **(next Business Day)** if an event under this management statement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

71.2 Headings

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

Strata Management Statement for Jones Bay Wharf

Schedule 1 - List of Shared Facilities

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This schedule describes the Shared Facilities in Jones Bay Wharf. The list of Shared Facilities must be read in conjunction with clause 52 ("What are Shared Facilities?") which describe the items and costs associated with the operation, management, repair, maintenance, preventative maintenance and replacement of Shared Facilities.

SF	Shared Facility	Description	Used by
SF1	Access bridge	<p>The access bridge is located on the Upper Deck and connects Commercial North and Commercial South to Bayview Road. The access bridge stops at the Pirrama Road boundary of Commercial South. It is shown on the Shared Facilities Plan as SF1.</p> <p>The access bridge includes:</p> <ul style="list-style-type: none"> (a) all structural members which support the access bridge; and (b) the parts of Pirrama Road which form part of Commercial South (as these are areas in which structural members for the access bridge are located); and (c) fences in or on the boundary of the access bridge; and (d) the bitumen and any other finishes forming part of the access bridge (including line marking). 	Commercial North and Commercial South Owners Corporations.

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SF	Shared Facility	Description	Used by
SF2	Apron	<p>The Apron is shown on the Shared Facilities Plan as SF2. It includes:</p> <ul style="list-style-type: none"> (a) the boardwalk around the perimeter of the Lower Deck from Pirrama Road to the northern end beyond Grid 39; and (b) bollards located on the Apron, including the retractable bollards on Grid 4 in the west and Grid 0 in the east; and (c) the steps at the northern end of the Apron; and (d) the concrete face of the Apron; and (e) trash racks and sediment traps located under the Apron; and (f) the seat at the northern end of the Apron (in the north east corner). <p>Parts of the Public Access Areas (see SF41) are located on the Apron. The Apron excludes any Heritage Items, which are dealt with separately under SF30.</p>	All Members.
SF3	Authority's costs	This Shared Facility is the costs which the Committee must pay to the Authority according to clause 65 ("The Authority's costs").	All Members.
SF4	Awning	<p>The Awning is located over the Pirrama Road footpath. It is subject to an Easement and is shown on the Shared Facilities Plan as SF4.</p> <p>Costs for the Awning include costs for:</p> <ul style="list-style-type: none"> (a) maintaining, repairing and, where necessary, replacing the awning; and 	All Members.

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SF	Shared Facility	Description	Used by
		(b) insuring the awning according to the Easements.	
SF5	Berthing Facility Garbage Room	This Shared Facility means the garbage room located on the Lower Deck of Commercial South between Grids 16 to 17 and G to H shown on the Shared Facilities Plan as SF5. Costs for this Shared Facility are apportioned under the Waste Management Strategy (see SF53).	Private Berthing Facility Owners Corporation and Commercial Berthing Facility Owner.
SF6	Berthing Facility Inspection	This Shared Facility is the costs incurred by the Committee to carry out Berthing Facility Inspections.	Private Berthing Facility Owners Corporation and Commercial Berthing Facility Owner.
SF7	Berthing Facility Safety Management Strategy	This Shared Facility is the costs incurred by the Committee: (a) to prepare, amend, adopt and update the Berthing Facility Safety Management Strategy; and (b) to comply with the obligations of the Committee under the Berthing Facility Safety Management Strategy.	Private Berthing Facility Owners Corporation and Commercial Berthing Facility Owner.
SF8	Bike Racks	The Bike Racks are located throughout the Upper Deck and the Lower Deck. They include the bike storage racks and line marking located in the Bike Racks.	All Members.
SF9	Building and Use Standards	This Shared Facility is for the costs incurred by the Committee to: (a) administer the Building and Use Standards; and	All Members.

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SF	Shared Facility	Description	Used by
		<p>(b) update the Building and Use Standards according to clause 12 (“Building and Use Standards”).</p> <p>It includes costs for the Heritage Architect and the preparation of the reports to the Authority contemplated in that clause.</p> <p>Costs for the Building and Use Standards exclude costs which a Member, Owner or Occupier must pay according to those standards.</p>	
SF10	Building Management Areas	<p>Building Management Areas are the areas which the Committee allows the Building Manager to use according to clause 9.9 (“Building Management Areas”), including the office, kitchenette, toilet and associated equipment (eg hot water heater) located between Grids 0 to 2 and D to E.</p> <p>The Building Management Areas are shown as SF10 on the Shared Facilities Plan.</p>	All Members.
SF11	Building management control system	<p>This is the centralised sensors and control system which control and monitor air conditioning in Strata Lots in Commercial North and Commercial South. It includes:</p> <p>(a) the main operator terminal (central workstation) and associated alarm printer located in the Building Management Areas (see SF9); and</p> <p>(b) the remote application processor #1 (CDP-1) in the central plant room on the Upper Deck between Grids 18 to 19 and I to H; and</p>	Commercial North and Commercial South Owners Corporations.

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SF	Shared Facility	Description	Used by
		<p>(c) the remote application processor #2 (CDP-2) located in the main switch room on the Lower Deck Mezzanine of Commercial South between Grids 17 to 19 and C to E; and</p> <p>(d) field processing units (CECD) located in close proximity to controlled and monitored plant in various locations throughout Jones Bay Wharf.</p>	
SF12	Building management services	Building management services are the services provided by the Building Manager to the Committee. Costs for building management services include costs for management fees and other fees which the Committee must pay to the Building Manager.	All Members.
SF13	Cable reticulation system	This Shared Facility includes the cable tray support system for infrastructure (eg electrical infrastructure - see SF23) and conduits for Shared Facilities located throughout Jones Bay Wharf.	All Members.
SF14	Central plant rooms	<p>There are two central plant rooms, one located on the Upper Deck and the other located on the Upper Deck Mezzanine. Both are located between Grids 16 to 19 and G to I. They are shown as SF14 on the Shared Facilities Plan.</p> <p>The central plant rooms exclude plant and equipment located in them (although that plant and equipment may comprise another Shared Facility).</p>	All Members.

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SF	Shared Facility	Description	Used by
SF15	Commercial Garbage Room	<p>The Commercial Garbage Room is the garbage room located on the Lower Deck of Commercial South between Grids 17 to 18 and G to H. It is shown on the Shared Facilities Plan as SF15.</p> <p>The Commercial Garbage Room includes:</p> <ul style="list-style-type: none"> (a) garbage and recycling receptacles (temporary and permanent) available for use in the garbage room; and (b) the garbage compactor located in the garbage room; and (c) the garbage leveller located outside the Commercial Garage Room. <p>Costs for this Shared Facility are apportioned under the Waste Management Strategy (see SF53).</p>	Commercial North and Commercial South Owners Corporations.
SF16	Commercial Mooring Structure	<p>This Shared Facility includes all items forming part of the Commercial Berthing Facility which are not Marine Structures. It includes:</p> <ul style="list-style-type: none"> (a) gangways and accessways; and (b) gates and fences; and (c) service pylons; and (d) distribution boards; and (e) pontoons; and (f) pontoon piles; and (g) mooring points; and (h) fire and safety equipment; and 	Commercial Berthing Facility Owner.

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SF	Shared Facility	Description	Used by
		(i) fire and lifesaving appliances in the Commercial Berthing Facility which the Committee must provide according to part 2 of the Building and Use Standards; and (j) lighting in the Commercial Berthing Facility which the Committee must provide according to part 2 of the Building and Use Standards.	
SF17	Communications infrastructure	This Shared Facility includes the MDF room located on the Lower Deck Mezzanine of Commercial North at Grids 18 to 19 and G to H. It is shown on the Shared Facilities Plan as SF17.	All Members.
SF18	Condenser water system	The condenser water system provides condensed water to air conditioning plant in Commercial North and Commercial South. It includes: <ul style="list-style-type: none"> (a) condenser plant (eg cooling towers and switchboard) located in the plantroom on the Upper Deck Mezzanine between Grids 16 to 19 and G to I; and (b) boilers, pumps, valves, header pipes and condenser water treatment equipment located in the plantroom on the Upper Deck Mezzanine; and (c) pipes, valves and stop cocks used to transport the condenser water throughout Jones Bay Wharf. The condenser water system does not include:	Commercial North and Commercial South Owners Corporations.

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SF	Shared Facility	Description	Used by
		(d) air conditioning plant and equipment inside a Strata Lot or a Stratum Lot; or (e) pipe work between the stop cocks at or near the boundary of a Strata Lot and the air conditioning plant contained in the Strata Lot.	
SF19	Conservation Management Plan	This Shared Facility is the costs incurred by the Committee to: (a) administer the Conservation Management Plan; and (b) update the Conservation Management Plan according to clause 10 ("Management Plans"). It includes costs for consultants and the preparation of the reports to the Authority contemplated in that clause. It excludes costs which an Owner or Occupier must pay according to the Conservation Management Plan.	All Members.
SF20	Debris in the Port of Sydney	This Shared Facility is the costs incurred by the Committee in complying with its obligations under clause 64 ("Debris in the Port of Sydney").	All Members.
SF21	Disabled Carparking Spaces	The Disabled Carparking Spaces are located: (a) on the Lower Deck at Grids E and 21, G and 21 and F and 36.5; and (b) on the Upper Deck at Grids F to 34 and 35. The Disabled Carparking Spaces are shown as SF21 on the Shared Facilities Plan. They include line markings.	All Members.

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SF	Shared Facility	Description	Used by
SF22	Electrical consumption	This Shared Facility represents electrical consumption for the use and operation of most Shared Facilities. It includes: <ul style="list-style-type: none"> (a) the electrical meter located in the Lower Deck Mezzanine and shown on the Shared Facilities Plan as SF22; and (b) costs for electrical consumption measured by that electrical meter. 	All Members.
SF23	Electrical infrastructure	Electrical infrastructure includes: <ul style="list-style-type: none"> (a) the main switch room located on the Lower Deck Mezzanine of Commercial South between Grids 17 to 19 and C to E shown on the Shared Facilities Plan as SF23; and (b) all electrical meters and sub-meters located in the main switchroom; and (c) electrical wires, cables and ducts exclusively servicing Shared Facilities; and (d) electrical wires, cables and ducts which service more than one component of Jones Bay Wharf; and (e) the electrical substation in the Commercial Berthing Facility on the Lower Deck between Grids 17 to 19 and C to E; and (f) light poles and light fixtures and fittings in Shared Facilities or which service Shared Facilities. 	All Members.

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SF	Shared Facility	Description	Used by
		Electrical infrastructure excludes: (g) costs for electrical consumption by Members, Owners and Occupiers; and (h) electrical wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier.	
SF24	Elevated Walkway	The Elevated Walkway is located on the Upper Deck between Grids 2 to 37 and E to G and on the Lower Deck between Grids 5 to 38 and E to G. It is shown as SF24 on the Shared Facilities Plan. The Elevated Walkway includes: (a) the timber boards, handrails, steel frames and cabling forming part of the Elevated Walkway; and (b) the stairs and ramps giving access to the Elevated Walkway; and (c) landings giving access to Heritage Items or Strata Lots in Commercial North or Commercial South.	All Members.
SF25	Environment Protection Strategy	Costs for this Shared Facility include costs incurred by the Committee to: (a) prepare, adopt and update the Environment Protection Strategy; and (b) provide the certificates required under clause 2 ("Information and certificates the Committee must provide") of the Environment Management Plan; and	All Members.

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SF	Shared Facility	Description	Used by
		<p>(c) comply with the other obligations of the Committee under the Environment Protection Strategy and the Environment Management Plan.</p> <p>Costs for this Shared Facility exclude costs which a Member, Owner or Occupier must pay according to the Environment Protection Strategy.</p>	
SF26	Fire system	<p>The fire system is an integrated system located throughout Jones Bay Wharf. It includes:</p> <p>(a) fire hydrant system, which includes all valves, hydrants and pipework associated with the fire hydrant system; and</p> <p>(b) sprinkler system including all booster pumps, valves, storage tanks, pipework and electrical components that form part of the fire sprinkler system; and</p> <p>(c) hose reels and fire extinguishers; and</p> <p>(d) emergency warning system (EWS) and fire alarm systems including alarm speakers, alarms and associated electrical components; and</p> <p>(e) detection system including all fire and heat detectors including electrical components that form part of the fire detection system; and</p>	All Members.

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SF	Shared Facility	Description	Used by
		<p>(f) emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; and</p> <p>(g) fire indicator panel and mimic panel together with their associated electrical components; and</p> <p>(h) fire control room located on the Lower Deck between Grids 0 to 1; and</p> <p>(i) sprinkler valve room on the Lower Deck between Grids 0 to 1 and D to E shown on the Shared Facilities Plan as SF26; and</p> <p>(j) sprinkler tank room on the Lower Deck between Grids 18 to 19 and B to C; and</p> <p>(k) all other items and features associated with the integrated fire system for Jones Bay Wharf.</p> <p>The fire system excludes:</p> <p>(l) additional fire safety equipment or services installed in Jones Bay Wharf by a Member, Owner or Occupier; and</p> <p>(m) fire and safety equipment which forms part of the Commercial Mooring Structure or Private Mooring Structure.</p>	

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SF	Shared Facility	Description	Used by
SF27	Free to air TV	<p>This Shared Facility includes:</p> <p>(a) the aerial on the roof of Commercial South on the Upper Deck Mezzanine between Grids 18 to 19 and G to I; and</p> <p>(b) all cables, ducts and wires servicing the aerials (other than cables, ducts and wires which exclusively service an Owner or Occupier).</p>	Commercial North and Commercial South Owners Corporations.
SF28	Gas Services	<p>This Shared Facility includes:</p> <p>(a) the main gas regulator on the eastern side of the Apron, south of Grid 0 and east of Grid A; and</p> <p>(b) gas main trunking lines located on the underside of the Vehicle Accessway on the Upper Deck.</p> <p>Gas Services exclude costs for gas consumption and gas meters and pipes which are located in a Strata Lot and are for the exclusive use of that Lot.</p>	Commercial North and Commercial South Owners Corporations.
SF29	Heritage Fabric Maintenance Inspection	This Shared Facility is the costs incurred by the Committee to carry out Heritage Fabric Maintenance Inspections.	All Members.
SF30	Heritage Items	<p>Heritage Items include:</p> <p>(a) heritage items identified in appendix E of the Conservation Management Plan; and</p> <p>(b) all items of heritage significance or cultural significance identified in the Conservation Management Plan; and</p>	All Members.

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SF	Shared Facility	Description	Used by
		(c) all items which the Committee must inspect during a Heritage Fabric Maintenance Inspection; and (d) all other items of heritage significance or cultural significance which are stored by the Committee (or are required to be stored by the Authority) in Jones Bay Wharf (eg heritage doors).	
SF31	Insurance	Costs for insurance include: (a) building insurance premiums; and (b) machinery breakdown insurance premiums; and (c) public liability insurance premiums for Shared Facilities; and (d) premiums for other insurances effected by the Committee according to this management statement; and (e) excesses on insurance policies affected by the Committee; and (f) valuations of Jones Bay Wharf for building insurance purposes; and (g) insurance brokers; and (h) other costs incurred by the Committee for insurances for Jones Bay Wharf, Shared Facilities and under the Easements.	All Members.

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SF	Shared Facility	Description	Used by
SF32	Level 1 Inspections	<p>This Shared Facility is the costs incurred by the Committee to:</p> <ul style="list-style-type: none"> (a) carry out Level 1 Inspections; and (b) spray the external faces of the heritage façade brickwork in Commercial South with an agent to prevent water penetration. 	All Members.
SF33	Level 2 Inspections	This Shared Facility is the costs incurred by the Committee to carry out Level 2 Inspections.	All Members.
SF34	Level 3 Inspections	This Shared Facility is the costs incurred by the Committee to carry out Level 3 Inspections.	All Members.
SF35	Level 4 Inspections	This Shared Facility is the costs incurred by the Committee to carry out Level 4 Inspections.	All Members.
SF36	Lift	<p>This Shared Facility comprises lift 5 located in Commercial South between Grids 18 to 19 and at Grid H and is shown as SF36 on the Shared Facilities Plan.</p> <p>The lift includes:</p> <ul style="list-style-type: none"> (a) the lift lobby adjacent to the lift; and (b) the lift car; and (c) all wires, cables, ducts and other equipment for the operation of the lift. 	Commercial North and Commercial South Owners Corporations.
SF37	Mail rooms	<p>Mail rooms are located in Commercial South on the Lower Deck and the Upper Deck between Grids 3 to 4 and G to H. They are shown as SF37 of the Shared Facilities Plan.</p> <p>The mail rooms include all mail boxes located in them.</p>	Commercial North and Commercial South Owners Corporations.

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SF	Shared Facility	Description	Used by
SF38	Marine Structures	<p>This Shared Facility includes all structural elements of the superstructure in Jones Bay Wharf including:</p> <ul style="list-style-type: none"> (a) steel piles, concrete encased timber piles, timber piles under the Lower Deck slab and the Apron; and (b) seawalls (which are structurally redundant); and (c) embankments; and (d) tie backs; and (e) deadmen; and (f) columns; and (g) beams (including existing concrete and steel beams); and (h) suspended decking; and (i) trusses (timber and steel); and (j) bulwarks; and (k) fendering; and (l) ballast fill; and (m) ground floor slabs; and (n) existing Lower Deck and Lower Deck Mezzanine timber structure. 	All Members.

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SF	Shared Facility	Description	Used by
SF39	Pest control and Termite Inspections	Costs for Pest control and Termite Inspections include: <ul style="list-style-type: none"> (a) complying with the obligations of the Committee under the Structure Maintenance and Management Plan with regard to termite containment; and (b) carrying out Termite Inspections; and (c) regular inspections of Jones Bay Wharf for Pest infestation; and (d) treatments to prevent Pest infestation; and (e) works to repair damage caused by Pests. 	Commercial North and Commercial South Owners Corporations.
SF40	Private Mooring Structure	This Shared Facility includes all items forming part of the Private Berthing Facility which are not Marine Structures. It includes: <ul style="list-style-type: none"> (a) gangways; and (b) fences (including fences on the boundary of the Private Berthing Facility); and (c) service pylons; and (d) distribution boards; and (e) pontoons; and (f) pontoon piles; and (g) mooring points; and (h) fire and lifesaving appliances in the Private Berthing Facility which the Committee must provide according to part 2 of the Building and Use Standards; and 	Private Berthing Facility Owners Corporation.

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SF	Shared Facility	Description	Used by
		(i) lighting in the Private Berthing Facility which the Committee must provide according to part 2 of the Building and Use Standards.	
SF41	Public Access Areas	<p>This Shared Facility comprises those parts of Jones Bay Wharf which are available for public access according to the Easements.</p> <p>Public Access Areas include:</p> <ul style="list-style-type: none"> (a) parts of the Apron; and (b) the stair from the access bridge (see SF1) to Pirrama Road; and (c) the stair in Commercial South from the Upper Deck to the Lower Deck between Grids A to E (in an east-west direction) and Grids L to N (in a north-south direction); and (d) lift 1 in Commercial South from the Upper Deck and the Lower Deck at Grid C and south of Grid O; and (e) the lift lobby adjacent to lift 1; and (f) the lift car for lift 1; and (g) all wires, cables, ducts and associated equipment for the operation of lift 1; and (h) the Heritage Interpretation Room. <p>The Public Access Areas are shown on the Shared Facilities Plan as SF41.</p>	All Members.

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SF	Shared Facility	Description	Used by
SF42	Pumpout Facility	<p>The Pumpout Facility is located at the southern end of the Commercial Berthing Facility at Grids 0 to 4. It is shown on the Shared Facilities Plan as SF42.</p> <p>The Pumpout Facility includes the peristatic pump, electrics, hose reels and water point.</p>	Commercial Berthing Facility Owner and Private Berthing Facility Owners Corporation.
SF43	Security services	<p>Security services include all security items giving access to Shared Facilities as well as:</p> <ul style="list-style-type: none"> (a) security guards contracted by the Committee to provide manned security services and patrols for Jones Bay Wharf; and (b) the security room and equipment located in Commercial South on the Lower Deck Mezzanine between Grids D to E and 0 to 2 and shown on the Shared Facilities Plan as SF43; and (c) Security Keys; and (d) security cameras located in or attached to Common Property or Shared Facilities; and (e) the security roller shutter, boomgates and intercoms giving access to the Lower Deck, the Upper Deck and the retractable bollards on the Apron; and (f) wires, cables and ducts used to operate those boomgates and intercoms. 	All Members.

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SF	Shared Facility	Description	Used by
SF44	Service Vehicle Spaces	<p>This Shared Facility comprises the carparking spaces located on:</p> <ul style="list-style-type: none"> (a) the Upper Deck in the centre of the Vehicle Accessway on Grid F 6 metres south of Grid O (one truck space); and (b) the Upper Deck in the centre of the Vehicle Accessway on Grid F 6 metres north of Grid O (one truck space); and (c) the Upper Deck on the access bridge (see SF1) near Grid E and approximately 9 metres south of Grid 1 (one vehicle space); and (d) the Lower Deck on Grid E and 3 metres either side of Grid 1 (one truck space); and (e) the Lower Deck on Grid E and 3 metres either side of Grid 18 (one truck space); and (f) the Lower Deck on Grid F between Grids 1 and 2 (one vehicle space); and (g) the Lower Deck on Grid F between Grids 2 and 3 (one vehicle space). <p>The Service Vehicle Spaces are shown as SF44 on the Shared Facilities Plan. They include line markings.</p>	

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SF	Shared Facility	Description	Used by
SF45	Shower Facilities	The Shower Facilities are located on the Upper Deck and the Lower Deck between Grids 18 to 19 and G to H and are shown as SF45 on the Shared Facilities Plan. They include the disabled toilets, the hot water heater servicing the Shower Facilities and other fixtures located in them.	All Members.
SF46	Signage	Signage includes: <ul style="list-style-type: none"> (a) building identification signage in Commercial South (on the Pirrama Road entrance) which shows the name "Jones Bay Wharf"; and (b) directional signage for vehicle traffic and pedestrians located throughout Jones Bay Wharf including directional signage to Disabled Carparking Spaces and Service Vehicle Spaces; and (c) heritage interpretation signage located throughout Jones Bay Wharf; and (d) tenancy identification signage for Strata Lots in Commercial North and Commercial South; and (e) statutory and identification signage for Common Property and Shared Facilities. 	All Members.
SF47	Strata management services	Strata management services include the services provided by the Strata Manager to the Committee. Costs for strata management services include costs for: <ul style="list-style-type: none"> (a) management and other fees which the Committee must pay to the Strata Manager; and 	All Members.

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SF	Shared Facility	Description	Used by
		<p>(b) audit and accounting fees incurred by the Committee in performing its functions; and</p> <p>(c) costs incurred by the Committee to maintain its records and bank accounts.</p>	
SF48	Structure Maintenance and Management Plan	<p>This Shared Facility is the costs incurred by the Committee to:</p> <p>(a) administer the Structure Maintenance and Management Plan; and</p> <p>(b) update the Structure Maintenance and Management Plan according to clause 10 (“Management Plans”).</p> <p>It includes costs for consultants and the preparation of the reports to the Authority contemplated in clause 10.</p> <p>It excludes costs for carrying out Inspections and costs which an Owner or Occupier must pay according to the Structure Maintenance and Management Plan.</p>	All Members.
SF49	Traffic Management Strategy	<p>This Shared Facility is the costs incurred by the Committee:</p> <p>(a) to prepare, amend, adopt and update the Traffic Management Strategy; and</p> <p>(b) to comply with the obligations of the Committee under the Traffic Management Strategy.</p>	All Members.

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SF	Shared Facility	Description	Used by
SF50	Vehicle Accessways	<p>Vehicle Accessways are the Common Property driveways in Commercial North and Commercial South located on the Upper Deck and the Lower Deck. The Vehicle Accessways start at:</p> <ul style="list-style-type: none"> (a) the northern end of the access bridge (see SF1) and extend to Grid 37 on the Upper Deck; and (b) Pirrama Road and extend to Grid 38 on the Lower Deck. <p>They are shown as SF50 on the Shared Facilities Plan and include:</p> <ul style="list-style-type: none"> (c) all bollards located in the Vehicle Accessways; and (d) the oculi located in that part of the Vehicle Accessways on the Upper Deck; and (e) the transverse roadway; and (f) the bitumen and line marking located in the Vehicle Accessways; and (g) the fence and stair at Grid 37 giving access between the Upper Deck and the Lower Deck; and (h) any signs, speed humps, traffic control devices or other items in the Vehicle Accessways (or which service the Vehicle Accessways) or installed there by the Committee according to clause 59 ("Controlling traffic and using the Vehicle Accessway"). 	Commercial North and Commercial South Owners Corporations.

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SF	Shared Facility	Description	Used by
SF51	Water Cycle Management Strategy	Costs for this Shared Facility include costs incurred by the Committee: (a) to prepare, adopt and update the Water Cycle and Management Plan; and (b) to comply with the obligations of the Committee under the Water Cycle and Management Plan.	All Members.
SF52	Waste Management Equipment	This Shared Facility comprises the equipment for waste management which is used by, or which services, two or more Members. It includes: (a) the hot water heater located in the Commercial Garbage Room; and (b) the dock leveller located outside the Commercial Garbage Room used to lift garbage from the Vehicle Accessway to the Commercial Garbage Room and the Berthing Facility Garbage Room (located on the Lower Deck at Grids 16 to 17 and G to H); and (c) the bin lifter located in the Commercial Garbage Room; and (d) the roller shutter door located in the Commercial Garbage Room and Berthing Facility Garbage Room; and (e) ventilation in the Commercial Garbage Room and the Berthing Facility Garbage Room.	All Members.

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SF	Shared Facility	Description	Used by
SF53	Waste Management Strategy	<p>Costs for this Shared Facility include costs incurred by the Committee:</p> <ul style="list-style-type: none"> (a) to prepare, adopt and update the Waste Management Strategy; and (b) to maintain, repair, replace and clean the Commercial Garbage Room and the Berthing Facility Garbage Room; and (c) to provide garbage and recycling receptacles in the Commercial Garbage Room and Berthing Facility Garbage Room; and (d) to transport and remove waste from Strata Lots and Stratum Lots (if the Committee resolves to perform that function); and (e) to remove waste from the Commercial Garbage Room and the Berthing Facility Garbage Room and Stratum Lots (if the Committee resolves to perform that function); and (f) to comply with the other obligations of the Committee under the Waste Management Strategy. <p>Costs for this Shared Facility exclude costs which a Member, Owner or Occupier must pay according to the Waste Management Strategy.</p>	All Members.

Strata Management Statement for Jones Bay Wharf

Schedule 2 - Division of costs for Shared Facilities

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The percentages in the third to sixth columns of the table in this schedule 2 represent the percentage of the total cost for each Shared Facility that the Members (other than the Authority) must pay.

There are six methods of dividing costs for Shared Facilities:

- Method A The relative proportion of the total areas of Commercial North and Commercial South.
- Method B The relative proportion of the total square metres of the internal areas of Strata Lots in Commercial North and Commercial South and the relative proportion of the net areas of vessel berths in the Private Berthing Facility and the Commercial Berthing Facility.
- Method C The relative proportion of the number of Strata Lots in Commercial North, Commercial South and the Private Berthing Facility, with the Commercial Berthing Facility representing one Lot.
- Method D The relative proportion of the vessels which may be berthed in the Private Berthing Facility and the Commercial Berthing Facility.
- Method E The relative proportion that the replacement value of each Strata Scheme and Stratum Lot bears to the total replacement value for Jones Bay Wharf.
- Method F The sole user of the Shared Facilities pay all costs for that Shared Facility.

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SF No.	Shared Facility	Commercial North Owners Corporation	Commercial South Owners Corporation	Private Berthing Facility Owners Corporation	Commercial Berthing Facility Owner	Method of dividing cost
SF1	Access bridge	48.9%	51.1%	0%	0%	Method A
SF2	Apron	44.4%	46.4%	2.5%	6.8%	Method B
SF3	Authority's costs	82.1%	15.3%	2.3%	0.3%	Method C
SF4	Awning	44.4%	46.4%	2.5%	6.8%	Method B
SF5	Berthing Facility Garbage Room	0%	0%	20%	80%	Method D
SF6	Berthing Facility Inspection	0%	0%	20%	80%	Method D
SF7	Berthing Facility Safety Management Strategy	0%	0%	20%	80%	Method D
SF8	Bike Racks	44.4%	46.4%	2.5%	6.8%	Method B
SF9	Building and Use Standards	44.4%	46.4%	2.5%	6.8%	Method B
SF10	Building Management Areas	44.4%	46.4%	2.5%	6.8%	Method B
SF11	Building management control system	48.9%	51.1%	0%	0%	Method A

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SF No.	Shared Facility	Commercial North Owners Corporation	Commercial South Owners Corporation	Private Berthing Facility Owners Corporation	Commercial Berthing Facility Owner	Method of dividing cost
SF12	Building management services	44.4%	46.4%	2.5%	6.8%	Method B
SF13	Cable reticulation system	44.4%	46.4%	2.5%	6.8%	Method B
SF14	Central plant rooms	44.4%	46.4%	2.5%	6.8%	Method B
SF15	Commercial Garbage Room	48.9%	51.1%	0%	0%	Method A
SF16	Commercial Mooring Structure	0%	0%	0%	100%	Method F
SF17	Communications infrastructure	44.4%	46.4%	2.5%	6.8%	Method B
SF18	Condenser water system	48.9%	51.1%	0%	0%	Method A
SF19	Conservation Management Plan	82.1%	15.3%	2.3%	0.3%	Method C
SF20	Debris in the Port of Sydney	44.4%	46.4%	2.5%	6.8%	Method B
SF21	Disabled Carparking Spaces	44.4%	46.4%	2.5%	6.8%	Method B

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SF No.	Shared Facility	Commercial North Owners Corporation	Commercial South Owners Corporation	Private Berthing Facility Owners Corporation	Commercial Berthing Facility Owner	Method of dividing cost
SF22	Electrical consumption	44.4%	46.4%	2.5%	6.8%	Method B
SF23	Electrical infrastructure	44.4%	46.4%	2.5%	6.8%	Method B
SF24	Elevated Walkway	44.4%	46.4%	2.5%	6.8%	Method B
SF25	Environment Protection Strategy	44.4%	46.4%	2.5%	6.8%	Method B
SF26	Fire system	44.4%	46.4%	2.5%	6.8%	Method B
SF27	Free to air TV	48.9%	51.1%	0%	0%	Method A
SF28	Gas Services	48.9%	51.1%	0%	0%	Method A
SF29	Heritage Fabric Maintenance Inspection	82.1%	15.3%	2.3%	0.3%	Method C
SF30	Heritage Items	44.4%	46.4%	2.5%	6.8%	Method B
SF31	Insurance	According to the Management Act				Method E
SF32	Level 1 Inspections	44.4%	46.4%	2.5%	6.8%	Method B
SF33	Level 2 Inspections	44.4%	46.4%	2.5%	6.8%	Method B
SF34	Level 3 Inspections	44.4%	46.4%	2.5%	6.8%	Method B

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SF No.	Shared Facility	Commercial North Owners Corporation	Commercial South Owners Corporation	Private Berthing Facility Owners Corporation	Commercial Berthing Facility Owner	Method of dividing cost
SF35	Level 4 Inspections	44.4%	46.4%	2.5%	6.8%	Method B
SF36	Lift	48.9%	51.1%	0%	0%	Method A
SF37	Mail rooms	48.9%	51.1%	0%	0%	Method A
SF38	Marine Structures	44.4%	46.4%	2.5%	6.8%	Method B
SF39	Pest control and Termite Inspections	48.9%	51.1%	0%	0%	Method A
SF40	Private Mooring Structure	0%	0%	100%	0%	Method F
SF41	Public Access Areas	44.4%	46.4%	2.5%	6.8%	Method B
SF42	Pumpout Facility	0%	0%	20%	80%	Method D
SF43	Security system	44.4%	46.4%	2.5%	6.8%	Method B
SF44	Service Vehicle Spaces	44.4%	46.4%	2.5%	6.8%	Method B
SF45	Shower Facilities	44.4%	46.4%	2.5%	6.8%	Method B
SF46	Signage	44.4%	46.4%	2.5%	6.8%	Method B
SF47	Strata management services	44.4%	46.4%	2.5%	6.8%	Method B

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SF No.	Shared Facility	Commercial North Owners Corporation	Commercial South Owners Corporation	Private Berthing Facility Owners Corporation	Commercial Berthing Facility Owner	Method of dividing cost
SF48	Structure Maintenance and Management Plan	44.4%	46.4%	2.5%	6.8%	Method B
SF49	Traffic Management Plan	44.4%	46.4%	2.5%	6.8%	Method B
SF50	Vehicle Accessways	48.9%	51.1%	0%	0%	Method A
SF51	Water Cycle Management Strategy	44.4%	46.4%	2.5%	6.8%	Method B
SF52	Waste Management Equipment	44.4%	46.4%	2.5%	6.8%	Method B
SF53	Waste Management Strategy	44.4%	46.4%	2.5%	6.8%	Method B

Strata Management Statement for Jones Bay Wharf

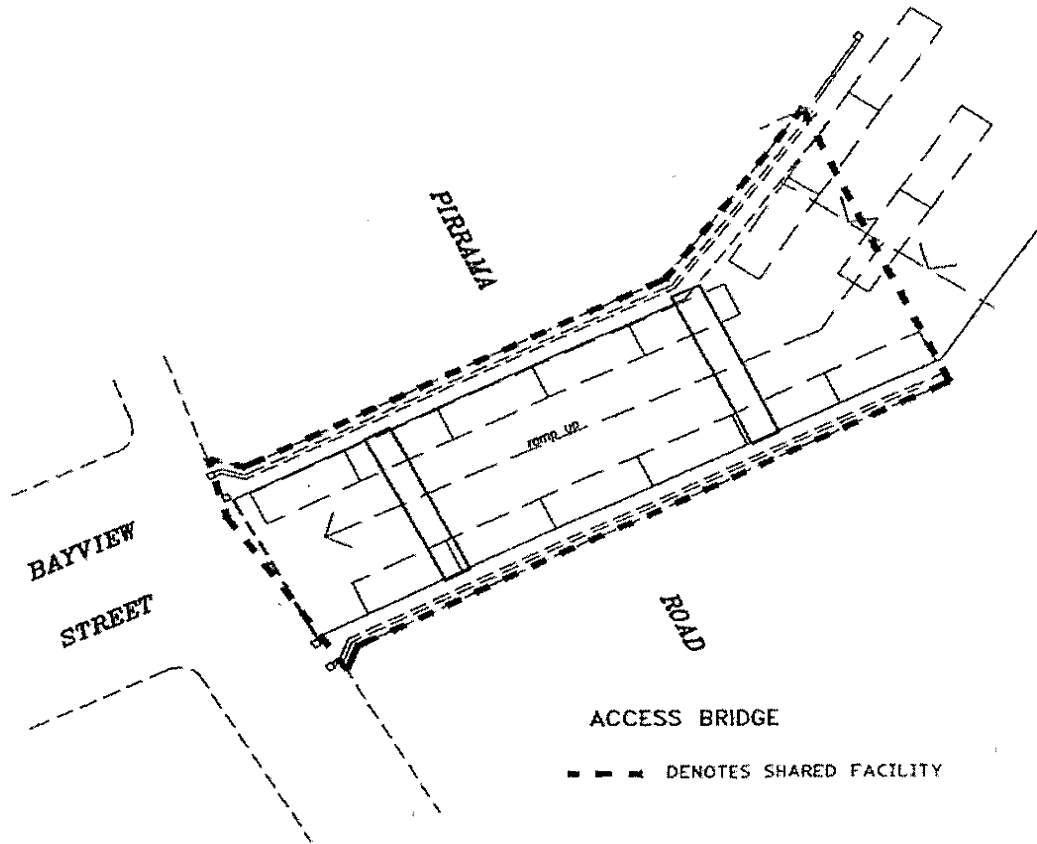
Schedule 3 - Shared Facilities Plan

SP69951

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JONES BAY WHARF SHARED FACILITY PLAN No: SFI

ACCESS BRIDGE



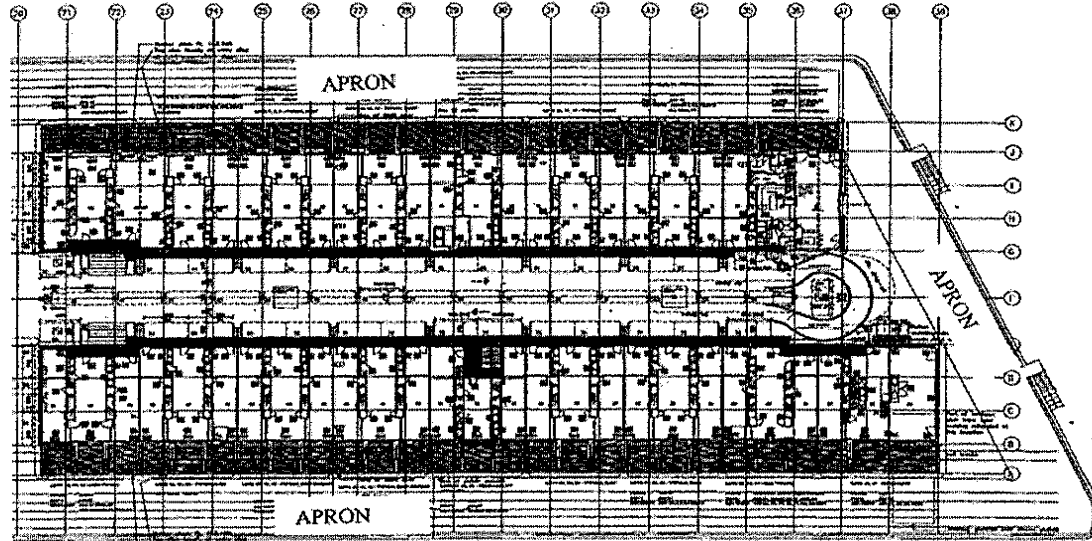
FRANK M MASON & PTY LIMITED
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JONES BAY WHARF SHARED FACILITY PLAN No: SF2

THE APRON

LOWER DECK LEVEL NORTH



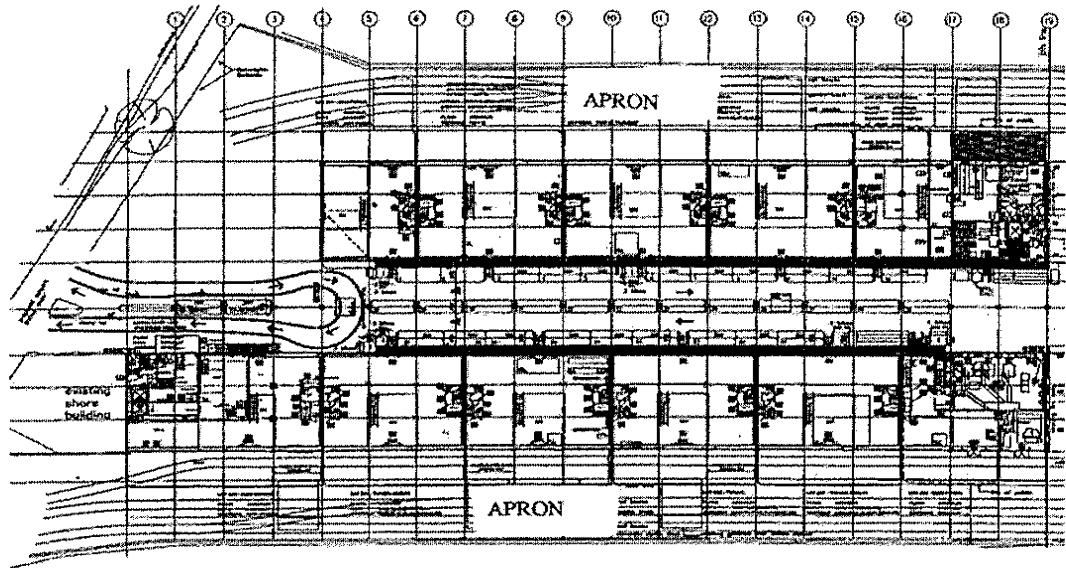
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JONES BAY WHARF
SHARED FACILITY PLAN No: SF2

THE APRON

LOWER DECK LEVEL SOUTH

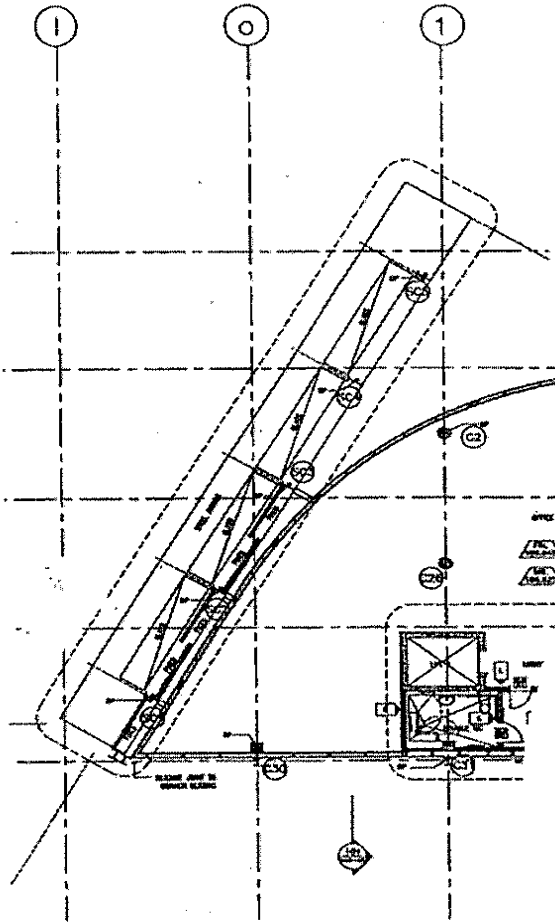


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JONES BAY WHARF SHARED FACILITY PLAN No: SF4

THE AWNING



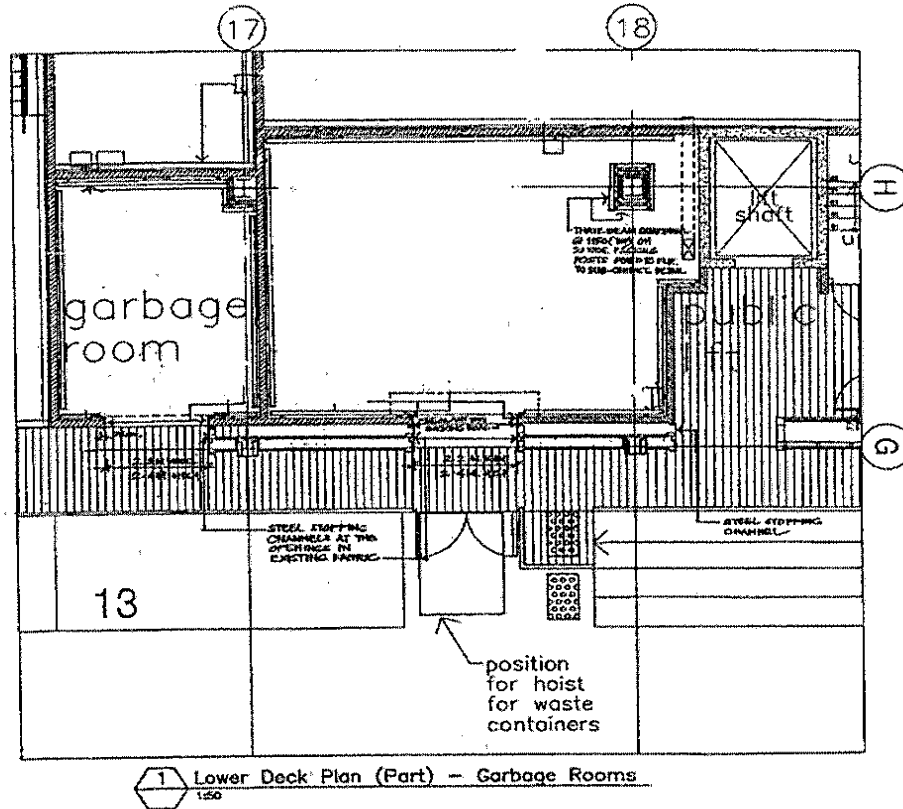
2 LOWER DECK MEZZANINE PLAN-WEST
1:100

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JONES BAY WHARF SHARED FACILITY PLAN No: SF5

THE BERTHING FACILITY GARBAGE ROOM

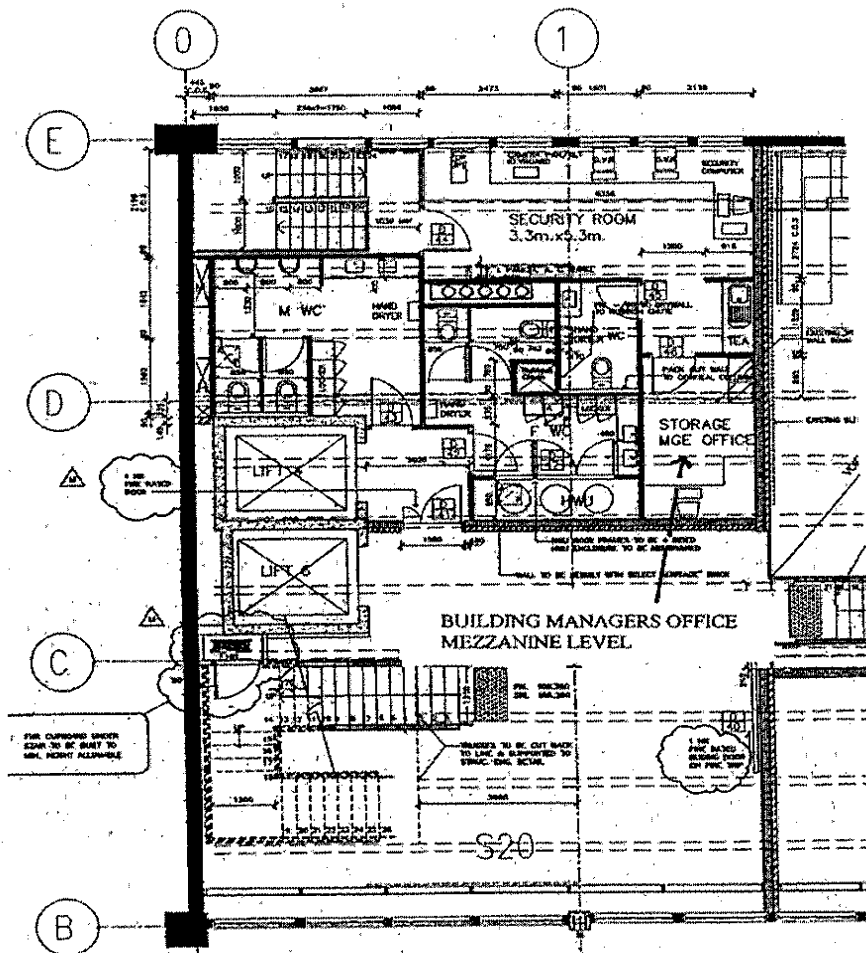


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JONES BAY WHARF SHARED FACILITY PLAN No: SF10

BUILDING MANAGEMENT AREAS

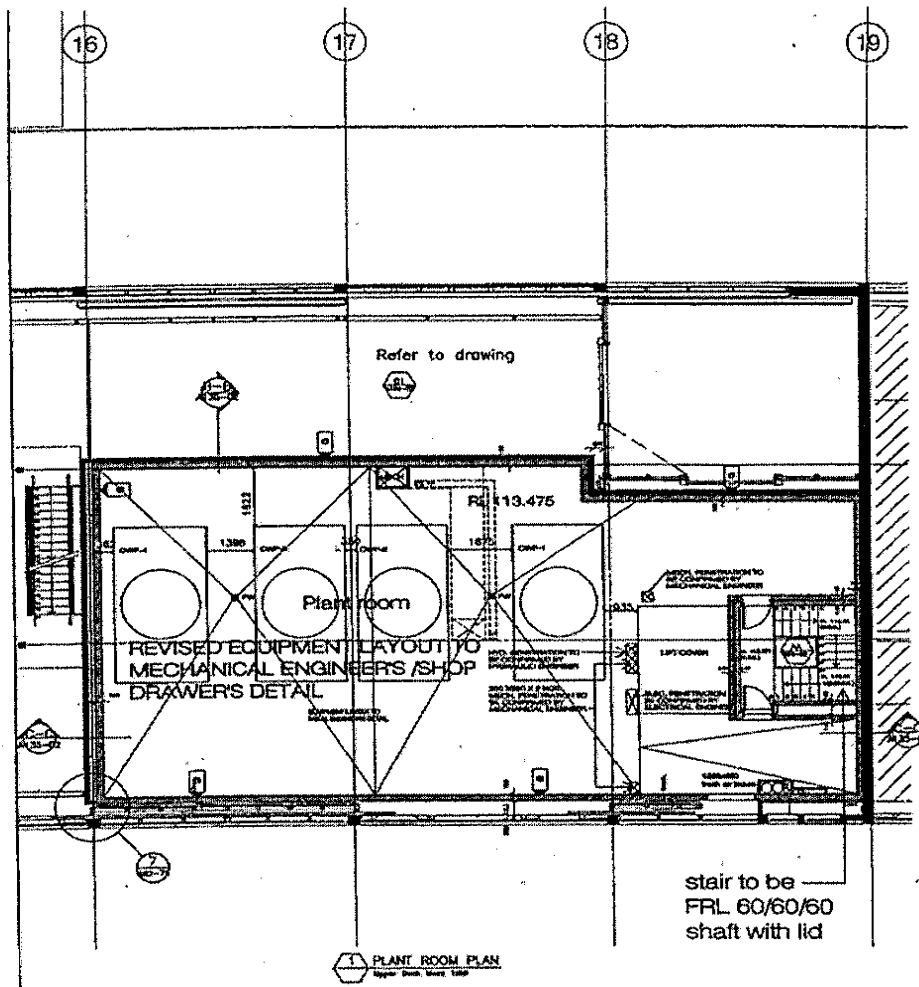


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JONES BAY WHARF SHARED FACILITY PLAN No: SF14

THE CENTRAL PLANT ROOMS

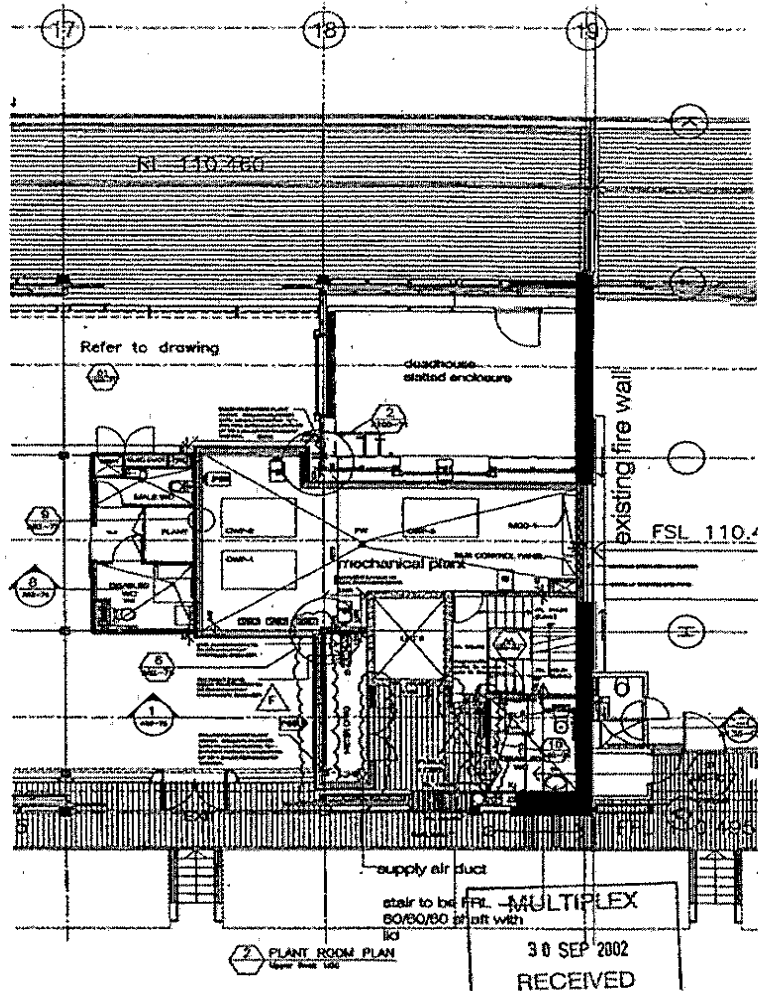


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JONES BAY WHARF SHARED FACILITY PLAN No: SF14

THE CENTRAL PLANT ROOMS

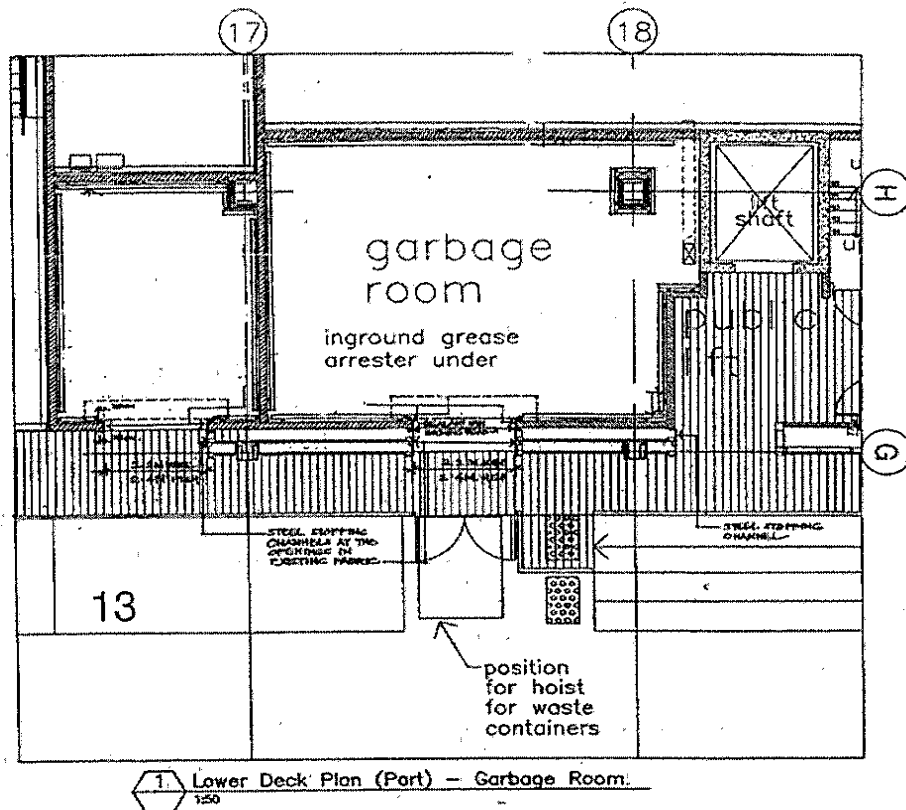


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JONES BAY WHARF SHARED FACILITY PLAN No: SF15

THE COMMERCIAL GARBAGE ROOM

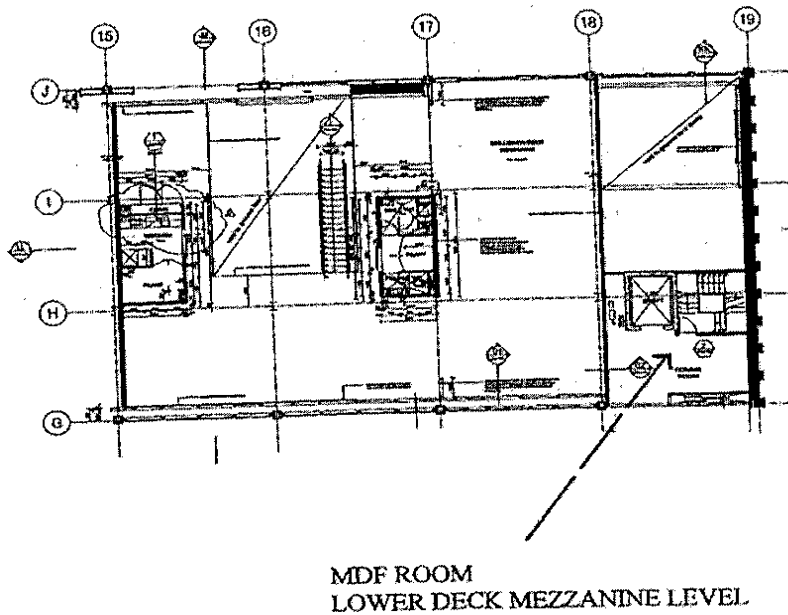


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JONES BAY WHARF SHARED FACILITY PLAN No: SF17

THE MDF ROOM WHICH FORMS PART OF THE COMMUNICATIONS INFRASTRUCTURE

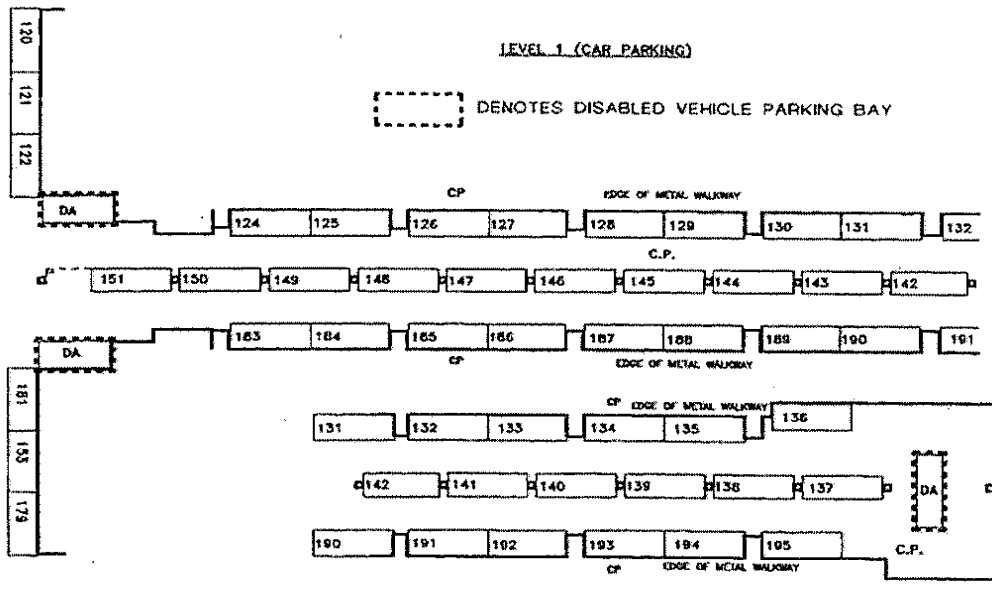


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JONES BAY WHARF SHARED FACILITY PLAN No: S21

DISABLED CARPARKING SPACES



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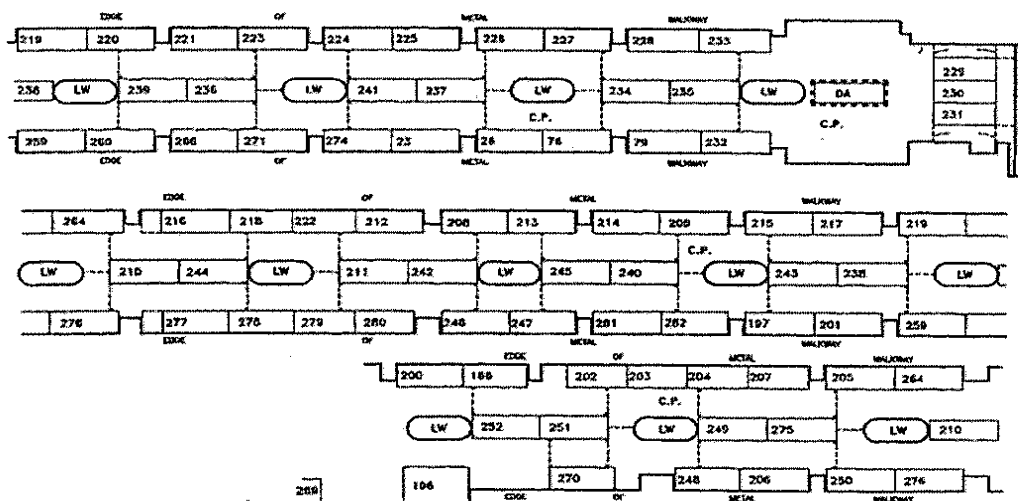
SP69951

JONES BAY WHARF SHARED FACILITY PLAN No: S21

DISABLED CARPARKING SPACES

LEVEL 3 (CAR PARKING)

 DENOTES DISABLED VEHICLE PARKING BAY

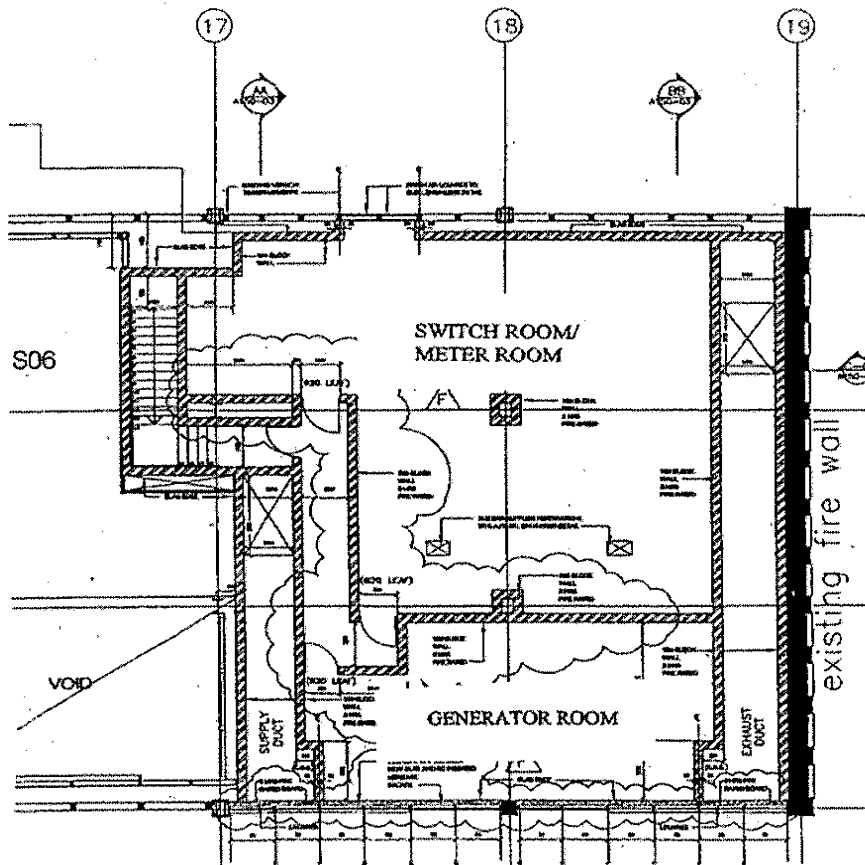


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JONES BAY WHARF
SHARED FACILITY PLAN No: SF22

THE ELECTRICAL METER FORMING PART OF ELECTRICAL CONSUMPTION

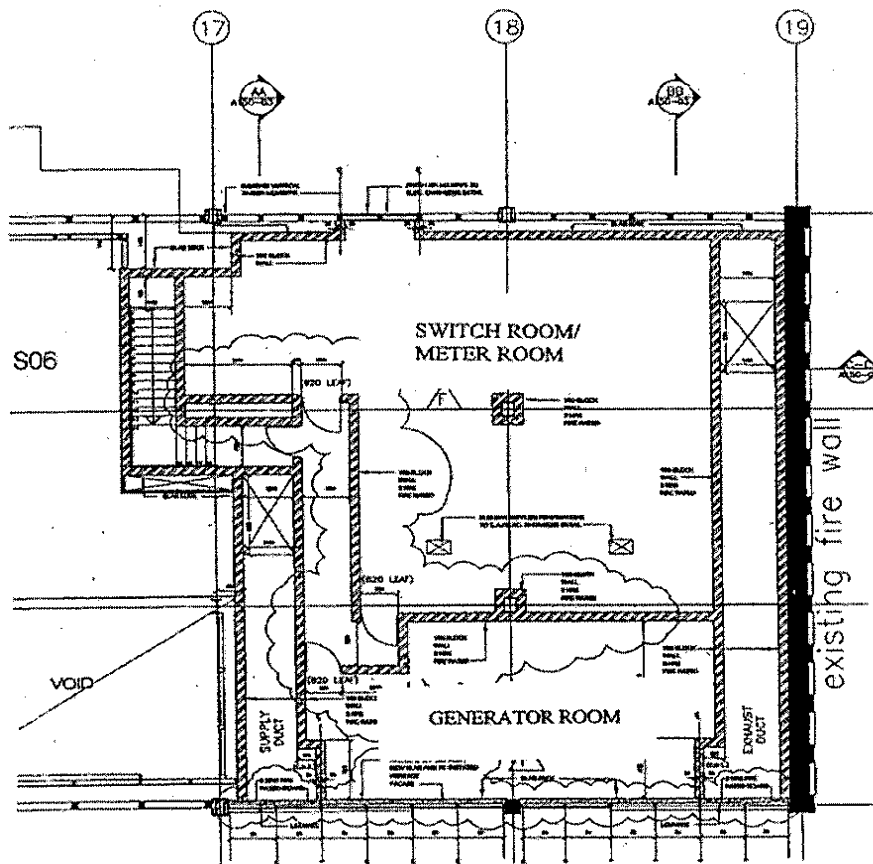


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JONES BAY WHARF SHARED FACILITY PLAN No: SF23

THE MAIN SWITCHROOM FORMING PART OF ELECTRICAL INFRASTRUCTURE

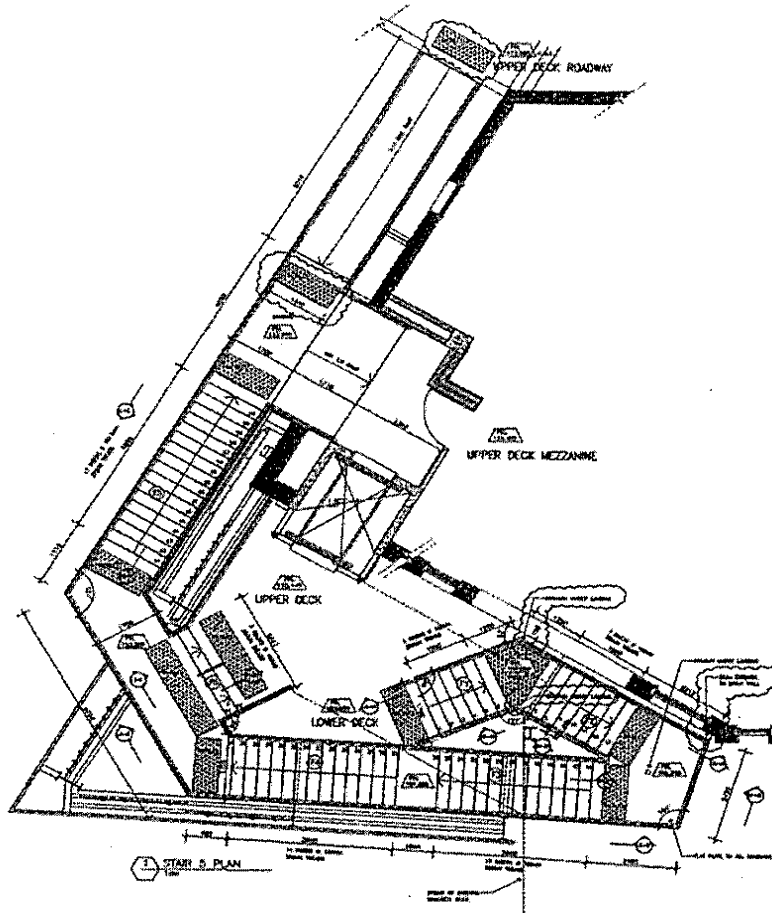


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JONES BAY WHARF
SHARED FACILITY PLAN No: SF24

THE ELEVATED WALKWAY

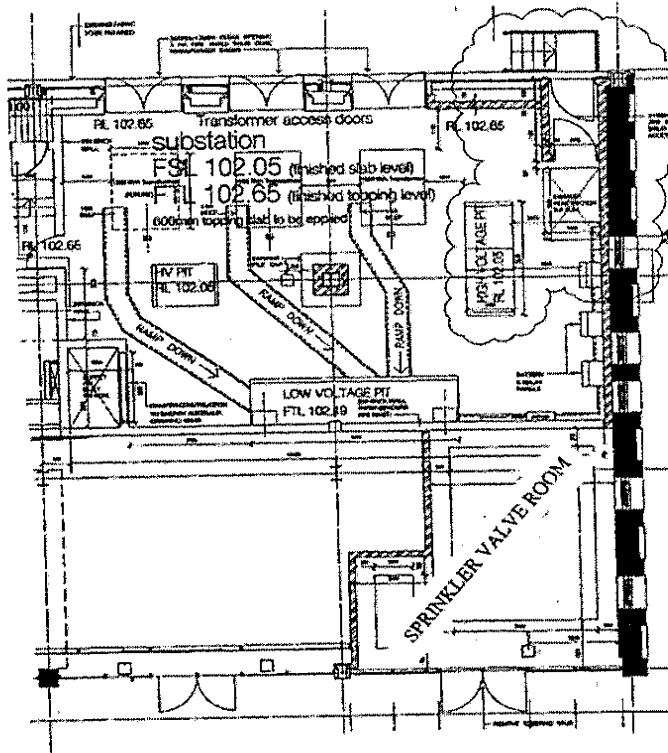


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JONES BAY WHARF SHARED FACILITY PLAN No: SF26

THE SPRINKLER VALVE ROOM FORMING PART OF THE FIRE SYSTEM

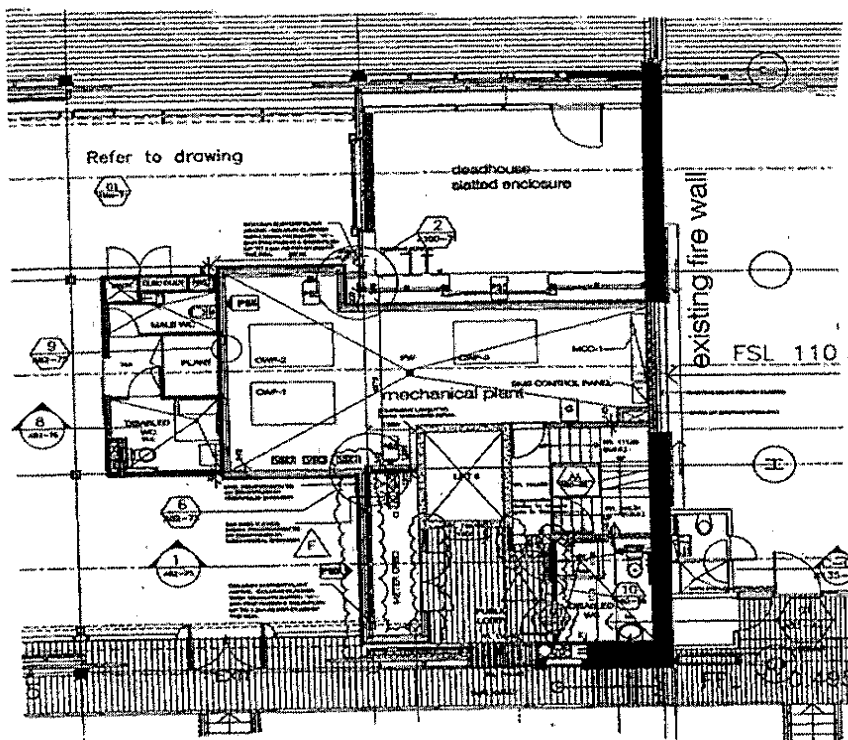


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JONES BAY WHARF SHARED FACILITY PLAN No: SF36

LIFT NUMBER 5



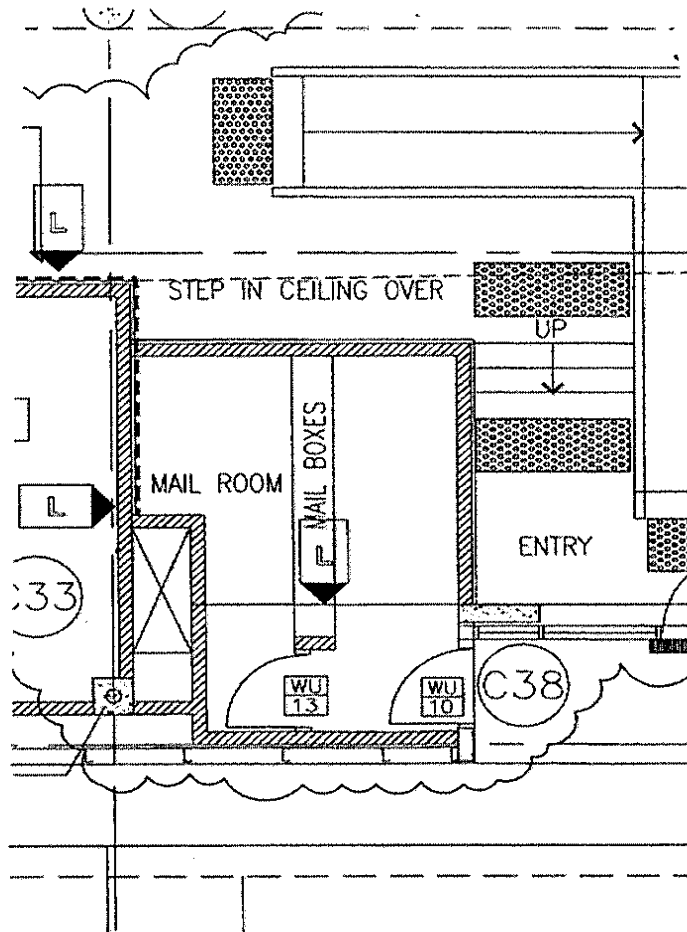
UPPER DECK LEVEL - LIFT 5

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JONES BAY WHARF SHARED FACILITY PLAN No: SF37

THE MAIL ROOMS

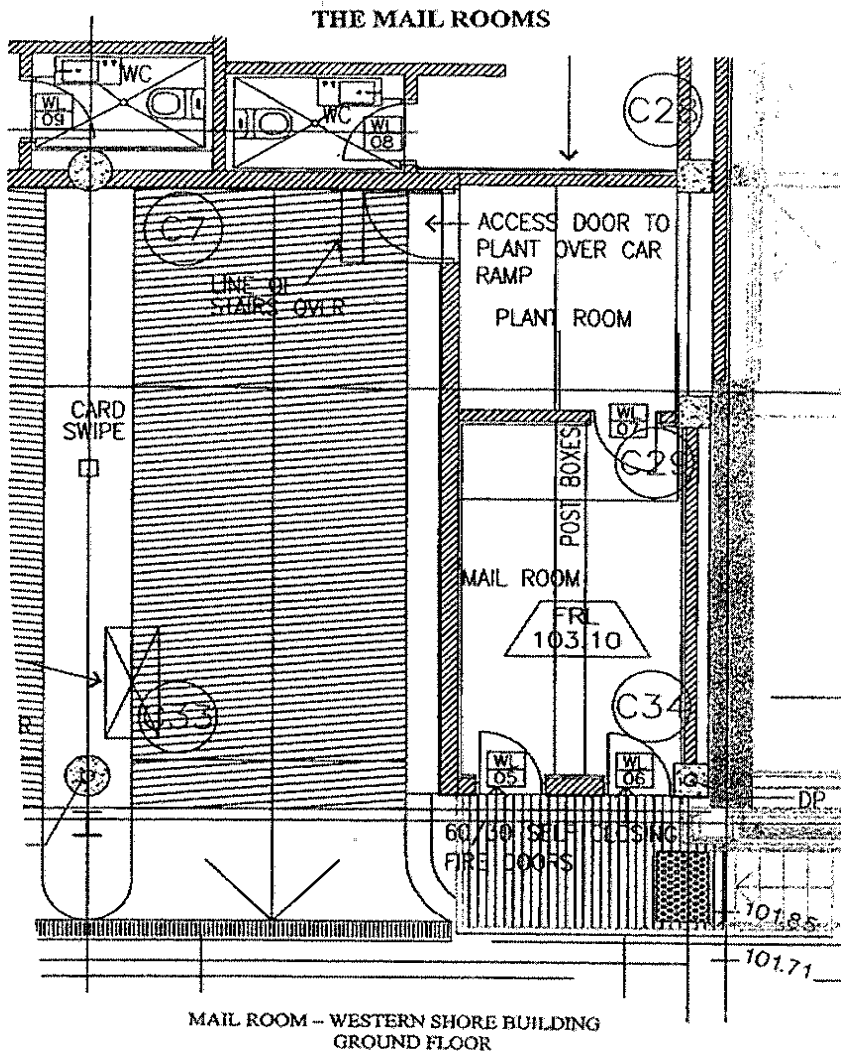


MAIL ROOM
UPPER DECK LEVEL

FRANK M MASON & PTY LIMITED
2 Winslow Street, MILSONS POINT
Phone: 9929 6233 Fax: 9929 7727

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JONES BAY WHARF SHARED FACILITY PLAN No: SF37

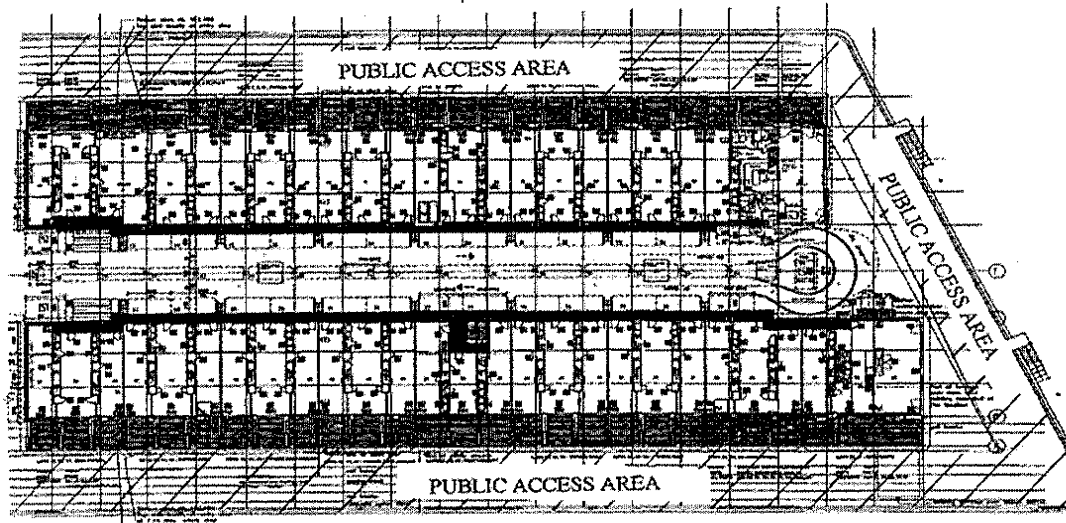


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JONES BAY WHARF SHARED FACILITY PLAN No: SF41

PUBLIC ACCESS AREAS



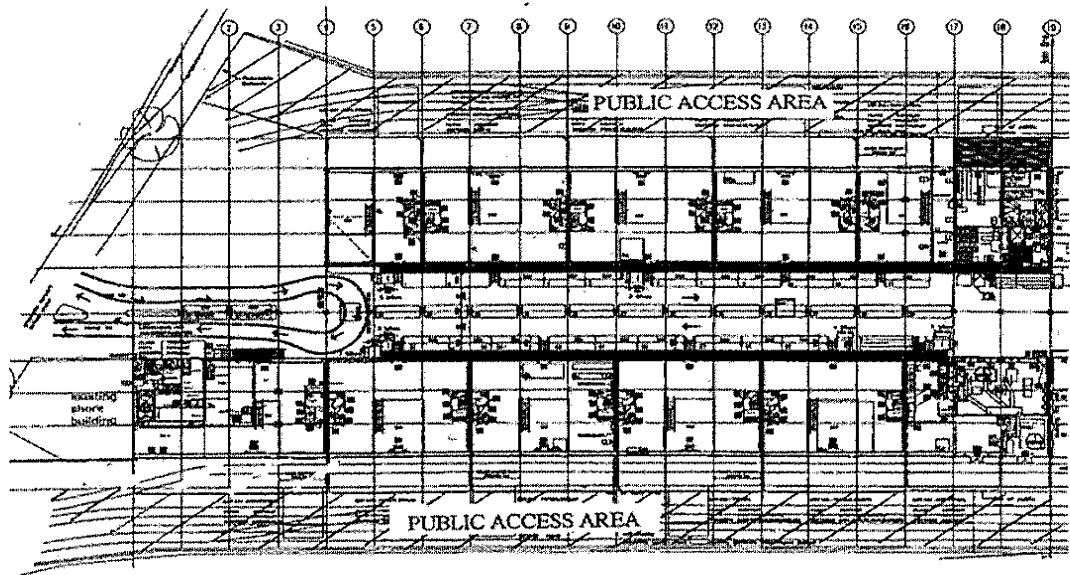
PUBLIC ACCESS AREA LOWER DECK LEVEL - NORTH

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2 Winslow Street, MILSONS POINT
Phone: 9929 6233 Fax: 9929 7727

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JONES BAY WHARF SHARED FACILITY PLAN No: SF41

PUBLIC ACCESS AREAS



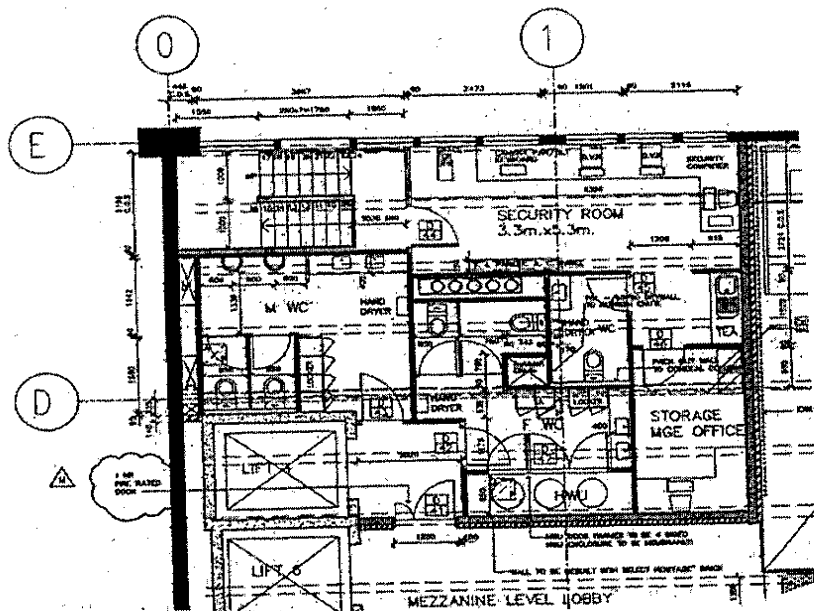
PUBLIC ACCESS AREA LOWER DECK LEVEL - SOUTH

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2 Winslow Street, MILSONS POINT
Phone: 9929 6233 Fax: 9929 7727

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JONES BAY WHARF SHARED FACILITY PLAN No: SF43

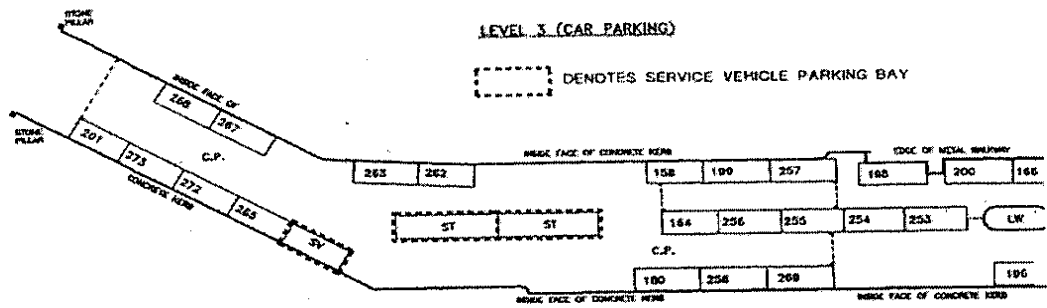
THE SECURITY ROOM FORMING PART OF SECURITY SERVICES



FRANK M MASON & PTY LIMITED
2 Winslow Street, MILSONS POINT
Phone: 9929 6233 Fax: 9929 7727

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JONES BAY WHARF SHARED FACILITY PLAN No: SF44 SERVICE VEHICLE SPACES

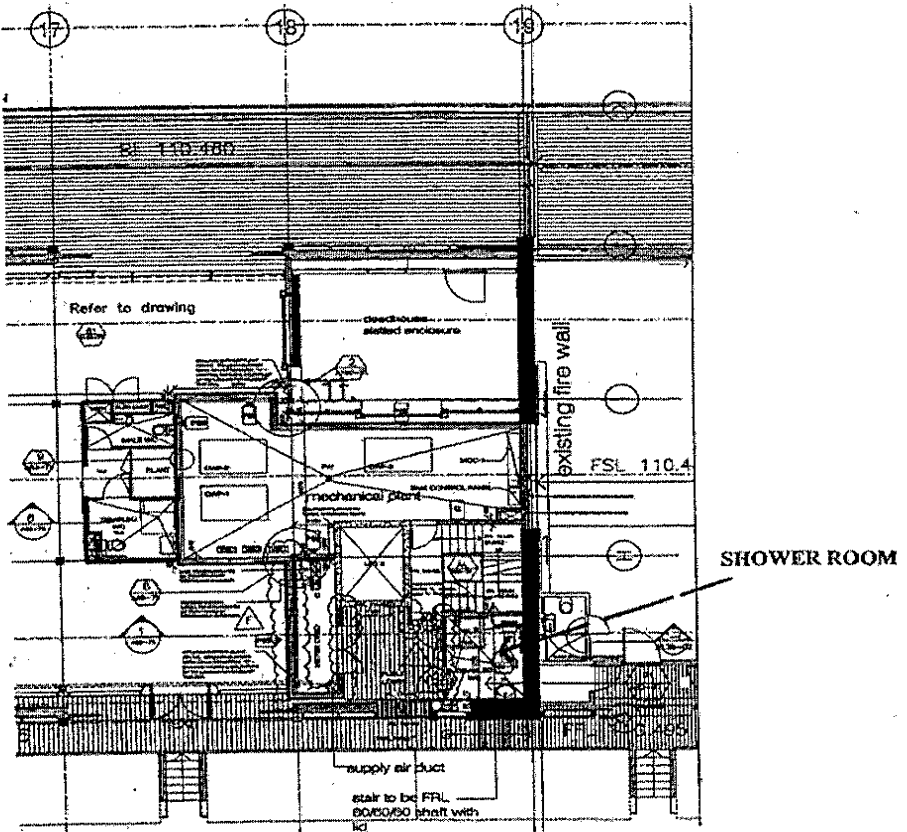


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Phone: 9929 6233 Fax: 9929 7727

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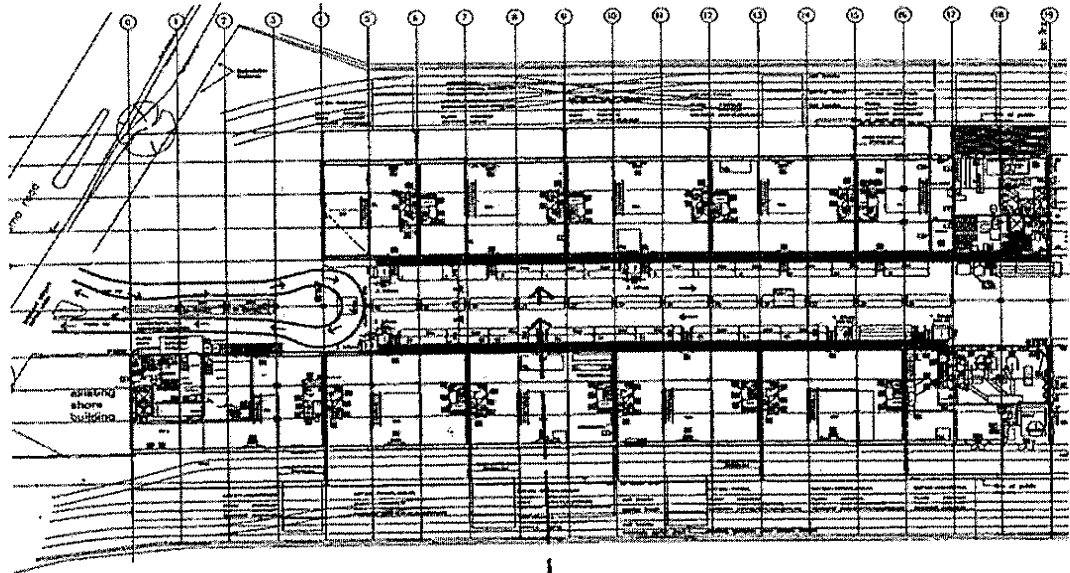
SHOWER FACILITIES



FRANK M MASON & PTY LIMITED
2 Winslow Street, MILSONS POINT
Phone: 9929 6233 Fax: 9929 7727

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JONES BAY WHARF SHARED FACILITY PLAN No: SF50 THE VEHICLE ACCESSWAYS

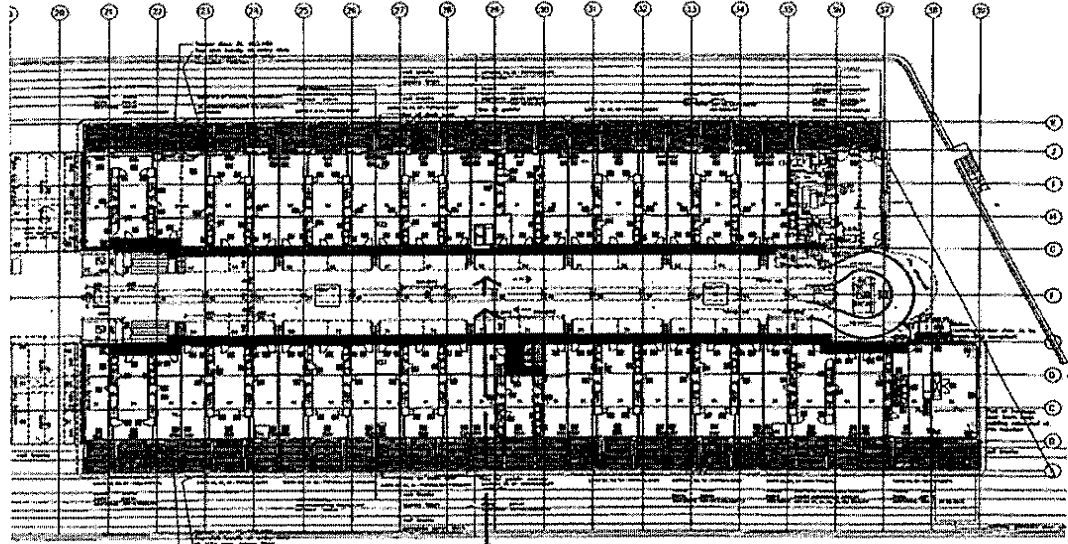


VEHICLE ACCESSWAYS
LOWER DECK LEVEL SOUTH

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JONES BAY WHARF SHARED FACILITY PLAN No: SF50 THE VEHICLE ACCESSWAYS

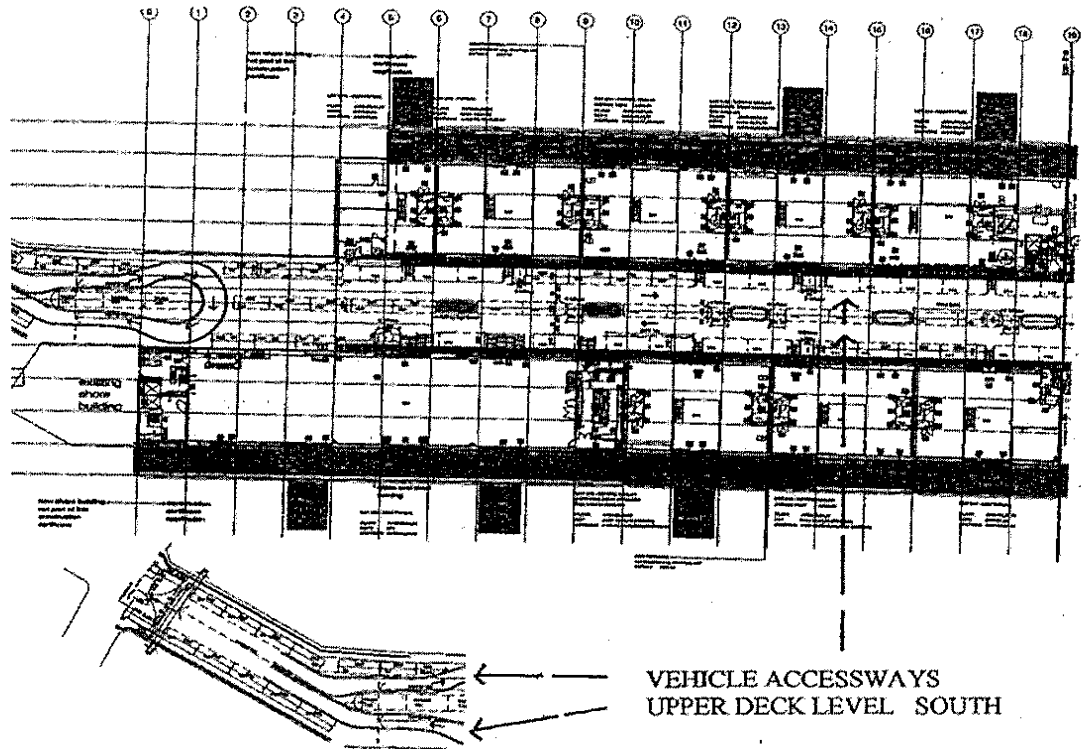


VEHICLE ACCESSWAYS
LOWER DECK LEVEL NORTH

FRANK M MASON & PTY LIMITED
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Phone: 9929 6233 Fax: 9929 7727

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JONES BAY WHARF SHARED FACILITY PLAN No: SF50 THE VEHICLE ACCESSWAYS

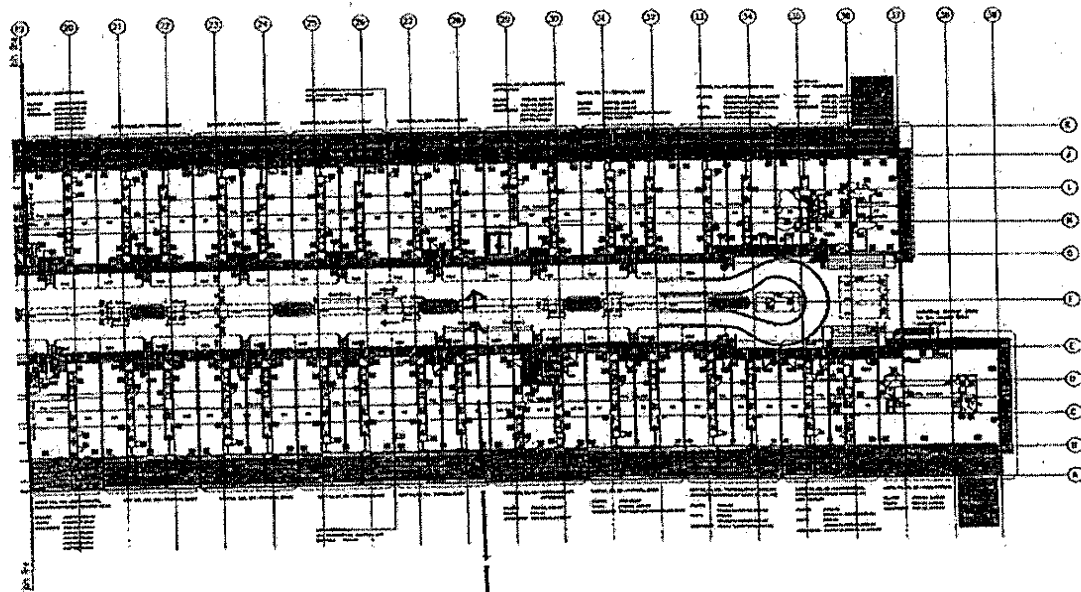


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JONES BAY WHARF SHARED FACILITY PLAN No: SF50

THE VEHICLE ACCESSWAYS



VEHICLE ACCESSWAYS
UPPER DECK LEVEL NORTH

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Strata Management Statement for Jones Bay Wharf

Schedule 4 - Building and Use Standards

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Part 1 - General obligations

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1 Signage Guidelines

1.1 Purpose

The Signage Guidelines set out the types of signs which are permitted in Jones Bay Wharf. The guidelines include provisions about tenancy signage, directional signage, heritage elements signage and berthing signage.

1.2 Complying with the Signage Guidelines

Members, Owners and Occupiers must comply with the Signage Guidelines.

1.3 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers:

- (a) may install signs in Jones Bay Wharf which are permitted under the Signage Guidelines; and
- (b) must obtain consent from the Committee and all relevant Government Agencies to install any sign not permitted under the Signage Guidelines; and
- (c) if the sign is to be installed in Common Property and is not permitted under the Signage Guidelines, must obtain consent from the relevant Owners Corporation.

1.4 No signs in Public Access Areas

The Committee, Members, Owners and Occupiers must not place a portable sign or display in the Public Access Areas without consent from the Committee and relevant Government Agencies.

2 Outdoor Furniture Guidelines

2.1 Purpose

The Outdoor Furniture Guidelines regulate the types of outdoor furniture and other items which Owners and Occupiers may place on the Terrace or other outdoor areas of the Lots. The Outdoor Furniture Guidelines contain provisions about:

- (a) circulation, safety and convenience of outdoor furniture, seating and other items; and
- (b) the layout of outdoor furniture; and
- (c) enclosures, barriers and markers; and
- (d) the style, structure, materials and colours of outdoor furniture; and

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- (e) fixtures and fittings; and
- (f) lighting; and
- (g) landscaping; and
- (h) advertising and signage; and
- (i) operational and management issues.

2.2 Complying with the Outdoor Furniture Guidelines

Members, Owners and Occupiers must comply with the Outdoor Furniture Guidelines.

2.3 When do Owners and Occupiers need consent?

A Member, Owner or Occupier of a Lot must not place any outdoor furniture or other items on the Terrace (or any other area) of their Lot unless the outdoor furniture or item:

- (a) complies with the Outdoor Furniture Guidelines; or
- (b) if it does not comply with the Outdoor Furniture Guidelines, the Member, Owner or Occupier obtains consent from the Committee and all relevant Government Agencies.

2.4 No items higher than balustrade

Despite any other provisions in the Building and Use Standards, Owners and Occupiers of Strata Lots on the Upper Deck of Commercial North and Commercial South must not keep a structure or item of furniture (fixed or portable) on the Terrace of their Strata Lot that is higher than the balustrade of the Terrace.

2.5 No signs attached to outdoor furniture

A Member, Owner or Occupier must not attach a sign or advertisement to any outdoor furniture.

3 Interior Fitout Works

3.1 Purpose

The Interior Fitout Guidelines regulate the types of fitout works which Members, Owners and Occupiers may carry out in the Lot and Common Property. The Interior Fitout Guidelines contain provisions about:

- (a) general design principles; and
- (b) spatial character; and
- (c) partitioning; and
- (d) joinery and furniture; and

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- (e) Heritage Items; and
- (f) window furnishings (eg curtains and blinds); and
- (g) lighting and illuminated internal signage; and
- (h) services, kitchens and bathrooms.

3.2 Complying with the Interior Fitout Guidelines

Members, Owners and Occupiers must comply with, and obtain all necessary consents under and according to, the Interior Fitout Guidelines.

3.3 Categories of Interior Fitout Works and role of the Committee

The three categories of works under the Interior Fitout Guidelines are Type A Works, Type B Works and Type C Works. The procedure for determining which category Interior Fitout Works falls under is:

- (a) prior to carrying out Interior Fitout Works, a Member, Owner or Occupier must submit details of the works to the Committee; and
- (b) the Committee determines, in its absolute discretion, whether the Interior Fitout Works are Type A Works, Type B Works or Type C Works.

3.4 Committee may delegate functions to the Building Manager

The Committee may delegate to the Building Manager its functions to determine whether proposed Interior Fitout Works are Type A Works, Type B Works or Type C Works.

3.5 Type A Works

Type A Works are Interior Fitout Works which the Committee determines comply fully with the Interior Fitout Guidelines. The relevant Member, Owner or Occupier may carry out the works without obtaining consent from the Committee, their Owners Corporation, Government Agencies or the Authority.

3.6 Type B Works

Type B Works are Interior Fitout Works which the Committee determines comply with the Interior Fitout Guidelines but which require:

- (a) consent from the Committee by Resolution; and
- (b) a report to be presented to the Committee about how the Interior Fitout Works comply with the Building Code of Australia; and
- (c) a heritage impact statement to be presented to the Committee.

3.7 Type C Works

Type C Works are Interior Fitout Works which the Committee determines do not comply with the Interior Fitout Guidelines. A Member, Owner or

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Occupier who proposes to carry out Type C Works must obtain development consent and all other approvals from relevant Government Agencies and the Authority. Schedule 8 (“Approvals”) applies in respect of obtaining approval from the Authority.

4 Other types of works

4.1 When does this clause apply

This clause 4 applies to works which are not Interior Fitout Works. It regulates works which affect Common Property, Shared Facilities and the External Appearance of Jones Bay Wharf.

4.2 Common Property Works

A Member, Owner or Occupier who proposes to carry out Common Property Works in a Strata Scheme must obtain consent from the relevant Owners Corporation before carrying out those works.

4.3 Shared Facilities Works

A Member, Owner or Occupier who proposes to carry out Shared Facilities Works must obtain consent from the Committee before carrying out those works.

4.4 Works affecting the External Appearance of Jones Bay Wharf

A Member, Owner or Occupier who proposes to carry out External Appearance Works must obtain consent from the Committee before carrying out those works.

4.5 Other necessary consents

In addition to their obligations elsewhere in this clause 4, Members, Owners and Occupiers who propose to carry out Common Property Works, Shared Facilities Works or External Appearance Works must:

- (a) obtain all necessary consents from Government Agencies; and
- (b) Approval from the Authority (if Approval is required)

before they carry out the works.

5 Terraces in Commercial North and Commercial South

5.1 Maintaining timber treatments

The timber decking of several Strata Lots in Commercial North and Commercial South has been specially treated with a preservative stain. Owners and Occupiers of those Strata Lots must:

- (a) ensure that the timber decking on the Terrace of their Strata Lot is properly treated with a timber preservative treatment approved by the Committee acting reasonably; and

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- (b) comply with the reasonable requirements of the Committee about the maintenance of the timber preservative treatment applied to the timber decking on the Terrace of their Strata Lot, including requirements about the frequency and level of maintenance required; and
- (c) ensure that the timber preservative treatment applied to the timber decking on the Terrace of their Strata Lot is the same colour as other timber preservative treatments in their Strata Scheme (unless they obtain consent from the Committee to apply another colour).

5.2 Cleaning

Owners and Occupiers of Strata Lots in Commercial North and Commercial South must ensure that items on the Terrace of their Strata Lot are kept clean and tidy at all times.

5.3 Storing and fixing items on Terraces

In addition to their obligations under the Outdoor Furniture Guidelines, Owners and Occupiers of Strata Lots in Commercial North and Commercial South must not:

- (a) fix furniture, decorative objects, brackets, hangers, shelves, trellis or any other items to the Terrace of their Strata Lot; or
- (b) place or store garbage or garbage receptacles on the Terrace on their Strata Lot.

5.4 Some prohibitions

Owners and Occupiers of Strata Lots in Commercial North and Commercial South must not:

- (a) use a hose to clean or wash down any part of the Terrace of their Strata Lot (if their Strata Lot is located on the Upper Deck); or
- (b) do anything in their Strata Lot which does or might cause water to enter the Terrace or their Strata Lot, another Strata Lot or Common Property; or
- (c) install a mounted airconditioning unit on the Terrace of their Strata Lot.

6 Barbecues

6.1 Nature of obligations

The obligations of Owners and Occupiers in this clause 6 apply in addition to their obligations under the Outdoor Furniture Guidelines.

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6.2 Commercial North and Commercial South

Owners and Occupiers of Strata Lots in Commercial North and Commercial South may store and operate a portable barbeque on the Terrace of their Strata Lot if:

- (a) it is a type permitted under clause 6.3 (“Types of portable barbeques”) of the Building and Use Standards; and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) they keep it is covered when they are not operating it; and
- (e) they keep it clean and tidy; and
- (f) they comply with this clause 6.

6.3 Types of portable barbeques

The types of barbecues permitted under this clause 6 are a covered kettle style portable barbeque, a covered gas or electric portable barbeque or any other type approved by the Committee.

6.4 Operating a portable barbeque

Owners and Occupiers of Strata Lots in Commercial North and Commercial South may operate a barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Committee).

6.5 Interference

If any Owner or Occupier uses a portable barbecue on the Terrace of their Strata Lot, they must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

6.6 Private Berthing Facility

The Owner or Occupier of a Strata Lot in the Private Berthing Facility and the Private Berthing Facility Owners Corporation must not place or use a barbecue on Common Property in that Strata Scheme.

6.7 Commercial Berthing Facility

The Commercial Berthing Facility Owner or an Occupier of the Commercial Berthing Facility must not place or operate a barbecue on any part of the Commercial Berthing Facility comprised in the Apron. If the Commercial Berthing Facility is subdivided by a Strata Plan, the Owner or Occupier of a Strata Lot in the Commercial Berthing Facility or the Owners Corporation for the Commercial Berthing Facility must not place or use a barbecue of Common Property in that Strata Scheme.

7 Carspaces

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7.1 Requirements for use

Subject to clause 7.2 (“Security devices in Carspaces”) of the Building and Use Standards, Owners and Occupiers of Carspaces must not place, store, install or retain anything in the Carspace (other than a motor vehicle).

7.2 Security devices in Carspaces

Owners and Occupiers of Carspaces may install in the floor of their Carspace a locking device similar to a “Secure Mate” locking device provided that the device:

- (a) is a type and colour approved by the Committee; and
- (b) is located in a position approved by the Committee (eg a specified distance from the boundary of the Carspace).

The rights of an Owner or Occupier under this clause 7.2 are subject to any Easements burdening their Carspace.

7.3 Prohibitions

An Owner or Occupier of a Carspace must not enclose or partially enclose their Carspace.

8 Acoustic requirements and noise controls

8.1 General obligation

Members, Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Lot, Common Property or Shared Facilities.

8.2 Equipment and machinery

Members, Owners and Occupiers must ensure that equipment and machinery in their Strata Lot, Stratum Lot or Common Property does not cause vibrations or noise in another Lot, Common Property or Shared Facilities.

8.3 No amplification devices

A Member, Owner or Occupier must not place sound amplification devices on:

- (a) the Terrace of their Strata Lot; or
- (b) Common Property or Shared Facilities; or
- (c) an area which is accessible by members of the public according to the Easements.

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8.4 Requirements for parties or functions

When a Member, Owner or Occupier holds a party or function, they must not allow their guests to congregate in Common Property, Shared Facilities or an area which is accessible by members of the public according to the Easements.

8.5 Floor coverings

An Owner of a Strata Lot in Commercial North or Commercial South must keep the floors in their Strata Lot covered or otherwise treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier. However, this does not apply to the entrance foyer, kitchen, bathroom or laundry of the Strata Lot.

8.6 Changing floor coverings

An Owner or Occupier of a Strata Lot in Commercial North or Commercial South must obtain consent from their Owners Corporation to remove, replace or change the floor coverings in their Strata Lot.

9 Gas Services

9.1 How does it work?

Gas Services are Shared Facilities. The Committee is responsible to maintain, repair and replace Gas Services. However, Owners must pay for gas consumption for their Strata Lot. The gas supplier must provide invoices to Owners for gas consumption in their Strata Lot.

9.2 Connecting to Gas Services

An Owner in Commercial North or Commercial South may connect to and use Gas Services if, before making the connection, they obtain consent from the Committee and install a sub-meter in their Strata Lot to read gas consumption for their Strata Lot.

9.3 Costs

An Owner of a Strata Lot in Commercial North or Commercial South who connects to and uses Gas Services must pay all costs for gas consumption in their Strata Lot and the installation of a gas sub-meter and connecting their Strata Lot to Gas Services.

10 General requirements and obligations

10.1 Window treatments

Members, Owners and Occupiers must not place solar film or similar treatments to the internal or external surface of glass windows or doors in a Strata Lot in Commercial North or Commercial South or in Common Property in Commercial North or Commercial South.

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10.2 Alarms

An Owner or Occupier of a Strata Lot in Commercial North or Commercial South may install a security alarm in their Strata Lot without consent from the Committee or their Owners Corporation if:

- (a) the alarm has a 'back to base' facility; and
- (b) the alarm is silent (ie it does not have an audible signal); and
- (c) the alarm does not have flashing lights; and
- (d) the installation does not interfere with Shared Facilities or Common Property.

10.3 Elevated Walkways

A Member, Owner or Occupier must not:

- (a) place, install or retain items on the Elevated Walkways without the prior consent of the Committee; or
- (b) obstruct use of or access to the Elevated Walkways by any person lawfully entitled to use them.

10.4 Strata Lots used for food or beverages

Under the Development Consent, Owners and Occupiers who use their Strata Lot in Commercial North and Commercial South in connection with the delivery, storage, preparation or service of food or beverages must ensure that their Strata Lot and the facilities in the Strata Lot comply with the National Code for the Construction and Fitout of Food Premises, the Food Act 1989 (NSW) and the Food (General) Regulation 1997. This applies in addition to the obligations of the Owner and Occupier under the Interior Fitout Guidelines.

10.5 Receiving devices

Members, Owners and Occupiers must not install a receiving device in their Lot or on Common Property.

10.6 Coaches prohibited

Members, Owners and Occupiers must not drive coaches onto the Vehicle Accessways or the Public Access Areas. All boarding and alighting of coaches must occur at the Pirrama Road entrance to Jones Bay Wharf.

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Part 2 - Requirements for the Private Berthing Facility and the Commercial Berthing Facility

11 Overview

11.1 Who must comply with this part 2?

The persons who must comply with this part 2 of the Building and Use Standards are:

- (a) the Committee; and
- (b) the Private Berthing Facility Owners Corporation; and
- (c) Owners and Occupiers of Strata Lots in the Private Berthing Facility; and
- (d) the Commercial Berthing Facility Owner; and
- (e) Occupiers of the Commercial Berthing Facility; and
- (f) if the Commercial Berthing Facility is subdivided by a Strata Plan, Owners and Occupiers of Strata Lots in the Commercial Berthing Facility.

11.2 Interpretation

In this part 2 of the Building and Use Standards:

- (a) “Member” means the Commercial Berthing Facility Owner and the Private Berthing Facility Owners Corporation; and
- (b) “Owner” means an Owner of a Strata Lot in the Berthing Facilities; and
- (c) “Occupier” means an Occupier of a Lot (or part of a Lot) in the Berthing Facilities.

11.3 Approvals

If there is any inconsistency between the mandatory requirements of an Approval and this part 2 of the Building and Use Standards, the Approval applies to the extent of the inconsistency.

12 Obligations of the Committee

12.1 Navigable waters

The Committee must take reasonable steps not to permit pollution of navigable waters in the course of occupation or use of Jones Bay Wharf or the use or any operation or activity on any vessel berthed at a Berthing Facility.

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12.2 Consultation with authorities

The Committee must consult with Waterways, the Environment Protection Authority and the Waste Management Authority regarding the requirements of those authorities in respect of the discharge of bilgewater, oil and other solid and liquid waste from vessels berthed at the Berthing Facilities. The Committee must comply with those requirements.

12.3 Navigation lighting

The Committee must, at its cost:

- (a) provide lighting necessary for the use of the Berthing Facilities which Waterways considers reasonably necessary for the purposes of navigation; and
- (b) properly repair, maintain and, where necessary, replace the lighting, and
- (c) comply with maritime navigation regulations.

12.4 No removal of materials

The Committee must not, without the Authority's consent and subject to any conditions imposed by the Authority, remove or permit any person to remove sand, gravel, stone, clay, shells or other natural materials from the Berthing Facilities.

12.5 Compliance by Members, Owners and Occupiers

The Committee must use its reasonable endeavours to ensure that Members, Owners and Occupiers comply with their obligations under clause 13 ("Obligations of Members, Owners and Occupiers") of the Building and Use Standards.

12.6 Safety devices

The Committee must ensure that proper and sufficient fire and lifesaving appliances are provided at the Berthing Facilities and are properly maintained in good order and condition and kept readily available for use.

12.7 Maintenance and repair of trash racks and sediment traps

The Committee must properly maintain, repair and, where necessary, replace the trash racks and sediment traps servicing the Berthing Facilities. In particular, the Committee must ensure the trash racks and sediment traps comply with:

- (a) the requirements of the Environmental Protection Authority; and
- (b) the manual of Pollution Control for Urban Stormwater in New South Wales (or any substitute documents) published by the Environmental Protection Authority

for the purpose of intercepting litter, garbage and rubbish in stormwater which may flow through the Berthing Facilities and Jones Bay Wharf.

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12.8 Access

The Committee must ensure that there are no more than two points of access from the Public Access Areas to the Private Berthing Facility.

12.9 Public address system

The Committee must not install a public address system or tone enhanced telephone system in the Berthing Facilities.

12.10 Cleaning

The Committee must ensure that the Commercial Mooring Structure and Private Mooring Structure are kept free of debris and unsightly materials at all time and the water in the Berthing Facilities is kept free of floating debris.

13 Obligations of Members, Owners and Occupiers

13.1 Licences

The Commercial Berthing Facility Owner and Occupiers of the Commercial Berthing Facility must ensure that their vessels have all current permits, certificates registrations and licences from Waterways.

13.2 Vessel specifications

Members, Owners and Occupiers must not moor a vessel in the Berthing Facilities which does not comply with the specifications as to length, beam, height, draught, and tonnage and use approved by Waterways to be moored within Jones Bay Wharf.

13.3 Complying with laws and Requirements

Members, Owners and Occupiers must:

- (a) comply with all laws and Requirements relating to the use of the Berthing Facilities; and
- (b) ensure that their activities at the Berthing Facilities comply with the requirements and guidelines of all relevant Government Agencies (including the Environmental Protection Agency) for emissions in residential areas.

13.4 Anti-pollution measures

Members, Owners and Occupiers:

- (a) must take reasonable steps not to permit pollution of navigable waters in the course of:
 - (i) their occupation or use of the Berthing Facilities; or
 - (ii) the use of any operation or activity on any vessel which they berth (or permit to be berthed) at the Berthing Facilities; and

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- (b) must not use or handle any material which may result in a toxic or hazardous spill in the waterways in or around Jones Bay Wharf.

13.5 Sewerage discharge

Members, Owners and Occupiers must not permit any discharge of sewage from their vessel berthed at or within 1,000 metres of the Berthing Facilities into any navigable waters or to any place on land from which sewage may fall, flow or be carried into navigable waters. In this clause 13.5, sewerage includes treated sewage and effluent. This clause 13.5 does not apply to sewage discharged at the Pumpout Facility.

13.6 Mooring of vessels

Members, Owners and Occupiers must ensure that:

- (a) their vessel, when moored at a Berthing Facility, is moored wholly within the Berthing Facility; and
- (b) the maximum draught, length, beam, height, tonnage and their vessel does not exceed the draught, length, beam, height, tonnage and use approved by Waterways (acting reasonably) in writing from time to time; and
- (c) only one vessel at a time is moored in a Strata Lot.

13.7 Residences aboard vessels prohibited

Members, Owners and Occupiers must not allow any person to reside on their vessel while the vessel is moored at the Berthing Facilities unless that person is authorised to do so by law.

13.8 Toilet and shower facilities and galley waste

Members, Owners and Occupiers must ensure that:

- (a) toilet and shower facilities on their vessel which discharge directly into the waterways are not used while the vessel is moored at the Berthing Facility; and
- (b) any toilet, holding tank, galley waste container (and fitting to or from those items) in their vessel comply at all times with the requirements of all relevant laws and codes.

13.9 Bilgewater pumps

Members, Owners and Occupiers:

- (a) if their vessel has a bilgewater pump, must ensure that the bilgewater pump is fitted a suitable isolating switch; and
- (b) if their vessel has an automatic bilgewater pump, must ensure that the bilgewater pump is isolated while the vessel is moored at or is in the Berthing Facilities; and

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- (c) must not dispense of bilgewater while their vessel is moored at or in the Berthing Facilities.

13.10 Security alarms

Members, Owners and Occupiers must ensure that security alarms used on their vessels have a cut-off period of not more than five minutes while berthed at a Berthing Facility.

13.11 Vessel maintenance

Members, Owners and Occupiers:

- (a) may carry out only minor maintenance to their vessel while it is moored at the Berthing Facilities; and
- (b) must not carry out major maintenance works (e.g. hull treatment, anti-fouling or slipping) or environmentally intrusive works on their vessel while it is moored at the Berthing Facilities; and
- (c) may apply fibreglass to their vessel while it is moored at a Berthing Facility only when carrying out minor repairs to the vessel; and
- (d) may use power grinders and power sanders on their vessel while it is moored at a Berthing Facility only while carrying out minor repairs to the vessel; and
- (e) use power tools in their vessel while it is moored at a Berthing Facility only during the times for use of power tools which apply to residential areas.

13.12 Activities in the Berthing Facilities

Members, Owners and Occupiers must:

- (a) when their vessel departs from the Berthing Facilities, ensure that no gangways, equipment or cargo obstructs the Public Access Areas; and
- (b) while their vessel is moored at a Berthing Facility, moor their vessel securely and use mooring lines approved by the Authority; and
- (c) not endanger the security or safety of vessels moored in the Berthing Facilities; and
- (d) not run motors of vessels at the Berthing Facilities between the hours of midnight and 7.00am on any day except whilst berthing or departing.

13.13 Prohibition on other facilities

Members, Owners and Occupiers must not fuel their vessel or have their vessel serviced by waterborne craft while the vessel is moored at or is within the Berthing Facilities.

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13.14 No removal of materials

Members, Owners and Occupiers must not, without the Authority's consent and subject to any conditions imposed by the Authority, remove or permit any person to remove sand, gravel, stone, clay, shells or other natural materials from the Berthing Facilities.

13.15 No air docks

Members, Owners and Occupiers must not install or utilise air docks or any device performing a similar function at the Berthing Facilities.

13.16 No incineration

Members, Owners and Occupiers must not use an incinerator or open burning device on the Berthing Facilities (or a vessel moored in a Berthing Facility).

13.17 Public address system

Members, Owners and Occupiers must not use a public address system or tone enhanced telephone system on their vessel while the vessel is moored at a Berthing Facility or install a public address system or tone enhanced telephone system in the Berthing Facilities.

13.18 Embarking and disembarking

Members, Owners and Occupiers must not embark or disembark passengers in the Commercial Berthing Facility (other than Owners and Occupiers or their invitees).

13.19 General requirements

Members, Owners and Occupiers must ensure that the water in their Lot is kept free of floating debris and bring petroleum spirit or distillate fuel into the Berthing Facilities only in certified fuel containers or "jerry cans".

13.20 Prohibitions

Members, Owners and Occupiers must not:

- (a) deposit or throw any garbage overboard or on the Commercial Mooring Structure, Private Mooring Structure or Common Property (other than in the Berthing Facility Garbage Room according to this management statement); or
- (b) consume alcohol on any walkway, pontoon or pier; or
- (c) use or store any flammable chemical, liquid, gas or other material:
 - (i) in their Lot other than these chemicals, liquids, gases or materials used or intended to be used in connection with the lawful occupational of their Lot; or
 - (ii) on Common Property.

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Part 3 - How to apply for approval

14 Application process

14.1 Making an application

Members, Owners and Occupiers must make applications under the Building and Use Standards in writing and address them to the Building Manager.

14.2 Plan, drawings and other documents

The Committee and Owners Corporations may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under the Building and Use Standards.

14.3 Requirements for applications

All applications under the Building and Use Standards must:

- (a) be in writing; and
- (b) include the plans, drawings and other documents specified by the Committee or Owners Corporation according to this clause 14.3 for the type of works for which approval is being sought; and
- (c) include enough information to give the Committee and an Owners Corporation enough information to make a decision.

14.4 Additional information and waiving requirements

The Committee or an Owners Corporation may:

- (a) require an applicant to submit additional plans, diagrams or other information which it has not specified according to clause 14.1 (“Making an application”) of the Building and Use Standards to assist in the decision making process; and
- (b) waive the requirements it makes under clause 14.1 (“Making an application”) of the Building and Use Standards about the plans, diagrams and other information which must be submitted with an application.

14.5 Absolute discretion

The Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications under the Building and Use Standards. They are not bound by their past decisions.

14.6 Appointing consultants

The Committee or an Owners Corporation may appoint consultants to review and make recommendations about applications under the Building and Use Standards (eg a heritage specialist for applications affecting the External Appearance or Heritage Items).

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14.7 Costs for consultants

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 14.

14.8 Time frame for making a decision

Subject to clause 14.9 (“Time frame if consultant appointed”) of the Building and Use Standards, the Committee or an Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

14.9 Time frame if consultant appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within 20 Business Days after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

14.10 Notifying the applicant

The Committee and an Owners Corporation must immediately advise an applicant in writing when they have made a decision about their application. The advice must:

- (a) clearly describe any conditions which are attached to the approval; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

15 Approval process

15.1 Conservation Management Plan

The Committee and Owners Corporations must give due consideration to the Conservation Management Plan when they consider applications under the Building and use Standards. The Committee or an Owners Corporation must not approve an application if the proposed works do not comply with or do not achieve the objectives of the Conservation Management Plan.

15.2 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include:

- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing Jones Bay Wharf to carry out the works.

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15.3 Revoking approval

The Committee and an Owners Corporation may revoke their approval if an applicant does not comply with the conditions for the approval.

15.4 Standing conditions

The Committee or an Owners Corporation may make standing conditions which may apply to all or some of the works for which a Member, Owner or Occupier must obtain consent under the Building and Use Standards.

15.5 When to apply to the Authority and Government Agencies

A Member, Owner or Occupier may:

- (a) apply for approval from a Government Agency; or
- (b) apply for Approval from the Authority

to carry out works under the Building and Use Standards only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

15.6 Owners Corporations must not unreasonably withhold consent

An Owners Corporation must not unreasonably refuse to approve or sign an application to the Authority or a Government Agency by a Member, Owner or Occupier if the works contemplated in the application have been approved by the Committee under the Building and Use Standards.

16 Additional obligations for Owners Corporation

16.1 Notifying the Committee of consents

An Owners Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier under its by-laws or the Building and Use Standards; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier and the consent given by the Owners Corporation.

16.2 Notice of works done by Owners Corporations

An Owners Corporation must promptly:

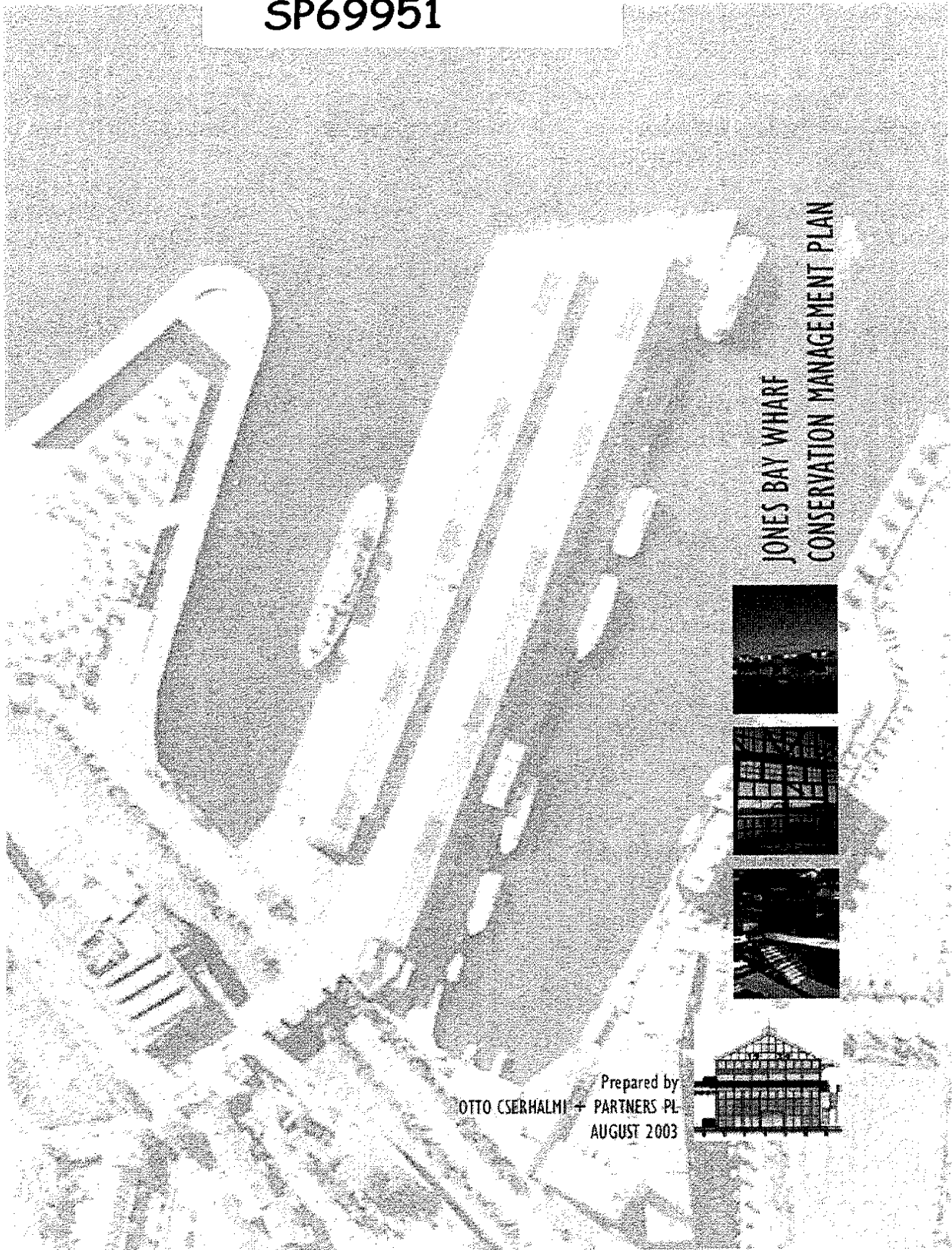
- (a) advise the Committee in writing when the Owners Corporation carries out building works in its Common Property (which are not the subject of an application under the Building and Use Standards); and
- (b) provide the Committee with details of the building works carried out.

Strata Management Statement for Jones Bay Wharf

Schedule 5 - Conservation Management Plan

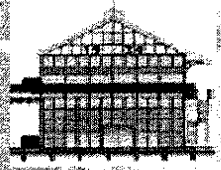
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**JONES BAY WHARF
CONSERVATION MANAGEMENT PLAN**

Prepared by
OTTO CSERHALMI + PARTNERS PL
AUGUST 2003



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1.0 EXECUTIVE SUMMARY

Jones Bay is situated on the western side of Darling Harbour at the northern end of the Pyrmont peninsular. The Jones Bay Wharf complex consists of two almost 300 metre long double level shed buildings separated by roadways at each level. The wharf buildings were originally designed by the Sydney Harbour Trust under the control of the engineer, H.D. Walsh, in the first decades of the 20th century. Incorporating both a steel and concrete structure, it was considered an innovative design for its time.

This revision of the Conservation Plan is a requirement of the section 96 development approval by PlanningNSW in 2000 for adaptive reuse as commercial office suites. This Conservation Management Plan aims to reassess and update the assessment of cultural significance and the conservation policies in light of the recent adaptive reuse works.

From the 1800s commercial and industrial activities in Pyrmont included some quarrying, milling and John Macarthur's, short-lived, boiling-down works. The area, however, remained largely undeveloped until the 1830s. Upon his father's death, Edward John Macarthur attempted to create a wealthy residential suburb by selling land on one house per allotment. This did not come to fruition however and the land was developed for rows of workers cottages during the 1840s.

Sydney's increased trading capacity saw the proliferation of wharves and warehouses around Millers Point and Cockle Bay and created pressure on the government to improve port facilities. In 1846, Darling Island was purchased by the Hunter River Steam Navigation Company to establish a major shipbuilding and repair facility. In 1858, the first Pyrmont Bridge was built creating a direct road link from the city to Pyrmont. In the 1850s quarrying was a profitable industry because of the top quality of the sandstone. It was at this time that the shoreline of Pyrmont began to be altered as landowners reclaimed areas of Darling Harbour for wharves and jetties. By the 1870s there was further residential, commercial and industrial development and, by 1875, the whole of the western side of the peninsular was taken up by the Colonial Sugar Refining Company. Further pressure was put on the authorities to improve the wharf facilities and, in 1871, the Marine Board of New South Wales was established to coordinate the use of Sydney harbour.

This board was replaced by the Sydney Harbour Trust in 1901, which began a massive program of excavation and land reclamation, which changed the shape of the shoreline. Plans for the construction of the new wharves were finalised in 1911. These plans included extensive rail links to Darling Harbour and the NSW rail network, designed to handle the large wool and wheat exports. The composite reinforced concrete, steel and timber wharves and shore sheds were completed in 1917-1919. On their completion, the wharf could berth five large steamers. The wharves contained sophisticated cargo-handling equipment and could store up to 120,000 bales of wool. Other cargo handled included: bagged wheat, bulk sulphur, timber and frozen cargoes.

During the Second World War the wharves were an important centre for the transport of troops and materials. The change in trade policy and containerisation led to the decline of Sydney Harbour as a port and the use of Jones Bay as a trading wharf. In the 1950s the wharf became used for the disembarkation of new

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emigrants, but, with the construction of the overseas passenger terminal at Circular Quay, the wharf was no longer used for these purposes.

By 1991 the wharf had become surplus to the requirements of the owner, the Maritime Services Board, and was made available for redevelopment at the end of the existing leases. In 1995 a Conservation Plan was commissioned and a Development Application for mixed commercial residential development submitted in 1997. The revised Conservation Plan of 1998 reflected this proposal in some of its policies.

In 2000 an s96 application to amend the consent was submitted by Jones Bay Wharf Pty Ltd proposing all commercial suites without a residential component. It is essentially this scheme which was constructed in 2001-2003.

Aspects of cultural significance of Jones Bay Wharf are:

- The wharf is the sole traditional finger wharf, complete with wharf and shore sheds, remaining in Jones Bay and Pyrmont.
- The wharf has significant historical and technological links with the Darling Harbour Goods Yard and railway line which was an important initiative in constructing an integrated link between two transport technologies.
- The structure is associated with prominent people through the Sydney Harbour Trust, including H.D. Walsh, chief engineer.
- The wharf makes an important contribution to the overall visual qualities of the remaining finger wharves in Sydney.
- The wharf is a prominent landmark in Sydney Harbour, which provides an important visual transition between the harbour and the developed Pyrmont peninsular.
- The long, robustly detailed, elevations provide a horizontal, modulated form of strong architectural character and, in a secondary way, these are continued inside in the large spaces.
- The wharf is a major remnant of the former maritime/industrial use of Jones Bay and the Pyrmont peninsular and has added social value for its use as an overseas passenger terminal, and later as an example modern 21st century adaptive reuse as commercial premises.

All these aspects of the significance of the Jones Bay Wharf should be conserved and enhanced in any future developments or changes to the place. Significant fabric and elements of the buildings are identified and recommendations made about how they should be treated in accordance with their significance.

Conservation policies and actions are outlined to guide any future works or adaptive reuse of the Jones Bay complex. General policies cover the areas of conservation management plans, conservation planning and building management, while more specific policies include conserving the setting of the building, conservation and treatment of building fabric, building maintenance, new works and future uses.

2.0 INTRODUCTION

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2.1 THE PLACE

The place is defined as the wharf and buildings and site at Berths 19-21, Jones Bay, Pyrmont, Sydney, and known as the Jones Bay Wharf. The Wharf is accessible via Pirrama Road (formerly Jones Bay Road), on the lower level and via an overhead bridge from Bayview Street at the upper level. Jones Bay is situated on the western side of Darling Harbour at the northern end of the Pyrmont peninsular.

2.2 BACKGROUND

The Jones Bay Wharf has been the subject of a number of heritage related reports. Howard Tanner & Associates prepared a draft titled *Jones Bay Wharf Pyrmont: A Heritage and Re-Use Study* for the NSW Property Services Group in 1992, which examined the significance of the wharf and its reuse potential.

Another report, *Conservation Plan for Jones Bay Wharf, Pyrmont*, dated March 1996, included archival photographs and a more thorough history of the wharf. Again the significance of the wharf was examined, and conservation policies proposed.

City West Development Corporation, (now Sydney Harbour Foreshore Authority - "the Authority") the owners of the site, received development consent for the adaptive reuse of the wharf buildings in 1997. A condition of this consent was that the existing conservation plan was to be reviewed and submitted with the application. This review conservation plan prepared by Design 5 Architects was issued in June 1998 and endorsed by the Heritage Office in March 2000. The Development Consent of 1997 proposed a mixed residential and commercial adaptive reuse of the wharf buildings and the updated CMP reflected the residential proposal in some of its policies.

In 2000 an s96 application to amend the present consent was lodged by Jones Bay Wharf Pty Ltd. This new application no longer proposed a mixed residential and commercial development, but one of commercial office suites. This s96 application was approved by PlanningNSW in 2000 and, as part of the conditions, a general review of the Conservation Management Plan was requested which generally updated the CMP and incorporated the new works and its heritage implications.

2.3 OBJECTIVES OF THE STUDY

This Conservation Management Plan aims to be a guiding document when planning or documenting future works at Jones Bay Wharf. It is intended to be a working document, providing information in a readily accessible format.

The primary objectives of the Conservation Management Plan are to:

- Re-assess and update the assessment of the cultural significance of the Jones Bay Wharf site by taking into account the changes incurred by the recent adaptive reuse works.
- Generally review and update the policies for the conservation of the cultural significance of the Jones Bay Wharf, taking into account its historical and social significance, the significant physical fabric and the recent adaptive building works.
- Review and update the policies for long term conservation of the cultural significance of the place. These policies are to include for future usage, general conservation, ongoing maintenance and management of the place.

2.4 STUDY METHODOLOGY

This Conservation Management Plan was prepared by Otto Cserhalmi + Partners Pty Ltd, and generally follows the format and guidelines set out in the Conservation Plan by Dr. J. S. Kerr (2000). The terms *place*, *fabric*, *conservation*, *maintenance*, *preservation*, *restoration*, *reconstruction*, *adaptive* and *compatible use* used throughout this document have the meaning given to them in the Australian ICOMOS Charter for the Conservation of Places of Cultural Significance (The Burra Charter, 1999). These terms are defined in Section 2.9.

The Burra Charter was revised in 1999. The revised charter has been used in the preparation of this document. A copy of the Charter is included in the Appendices.

The investigation and assessment of significance of the Jones Bay Wharf and the suggestion for the management of that significance generally follow the guidelines and procedures recommended in the NSW Heritage Manual.

This Conservation Management Plan includes:

- A review of historical and archival material relating to the wharf site and its chronological development. Most of this material is drawn from the earlier Conservation Management Plans, but has been updated to reflect the most recent changes involved in its adaptive reuse.
- An investigation of the existing physical fabric to determine the extent and condition of original elements and the nature of subsequent changes. Due to the relatively recent investigations of the fabric in the 1998 CMP, again much of the material will be drawn from the earlier study. Emphasis here will be placed in noting and highlighting the changes incurred during the adaptive reuse works of 2001-2003.
- A review of the documentary, physical and comparative evidence to re-assess the degree of significance of the wharf site and individual components and whether the established statements of significance need to be revised in light

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of recent changes. This information is summarised in the Statements of Significance on which the Conservation Policies are based.

The Conservation Management Plan seeks to take account of issues such as the constraints and requirements arising from the site's significance. It also considers the general physical condition of the wharf buildings, their setting, as well as any relevant requirements of the owner and tenants of the site in the development of an overall framework for the conservation and management of the place.

The Conservation Policies with specific guidelines for the conservation of the wharf buildings and design principles, for any future adaptive reuse, are set out in this document.

2.5 STUDY TEAM

This Conservation Management Plan was prepared by:

Geoff Stennett Senior Conservation Architect

2.6 CONSULTATION AND REVIEW

Otto Cserhalmi + Partners Pty Ltd gratefully acknowledges the assistance of the following in the preparation of this Conservation Management Plan for the Jones Bay Wharf:

Alan Croker Design 5 Architects

Ian Kelly Sydney Harbour Foreshore Authority

2.7 ACKNOWLEDGMENTS

The 1996 conservation plan prepared for the City West Development Corporation was written by Tanner, Jocelyn Jackson and Megan Jones of Howard Tanner & Associates. The 1998 conservation plan was written by Alan Croker and Robert Hedditch of Design 5 Architects. Extensive use has been made in the 1998 document of material from the 1996 document. This material is generally acknowledged where it is used in this CMP.

2.8 ABBREVIATIONS

The following abbreviations may be used in the document:

AONSW	Archives Office of NSW (now NSW State Records)
AZP	Archaeological Zoning Plan
BCA	Building Code of Australia
CMP	Conservation Management Plan
DCP	Development Control Plan
EIS	Environmental Impact Statement
EP&A	Environmental Planning & Assessment

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HO	Heritage Office
ICOMOS	International Council of Monuments and Sites
LEP	Local Environmental Plan
MSB	Maritime Services Board
ML	Mitchell Library NSW
NT	National Trust of Australia
PN	Planning NSW
POM	Plan of Management
RATA	Royal Australian Institute of Architects
REP	Regional Environmental Plan
RNE	Register of the National Estate
SHFA	Sydney Harbour Foreshore Authority ("the Authority")
SHI	State Heritage Inventory
SHR	State Heritage Register

2.9 DEFINITIONS

The following definitions explain the terms commonly used in Conservation Planning. They have been drawn from the Burra Charter and from the NSW Heritage Office publication, Heritage Terms and Abbreviations (1996).

Aboriginal Significance

An item is of Aboriginal Heritage Significance if it demonstrates Aboriginal history and culture. The National Parks and Wildlife Service has the primary responsibility for items of Aboriginal significance in NSW.

Adaptation

means modifying a *place* to suit the existing *use* or a proposed use.

Aesthetic significance

An item having this value is significant because it has visual or sensory appeal, landmark qualities and/or creative or technical excellence.

Archaeological Assessment

A study undertaken to establish the archaeological significance (research potential) of a particular site and to propose appropriate management actions.

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Archaeological Significance

A category of significance referring to scientific value or 'research potential' that is, the ability to yield information through investigation.

Archaeological Site

A place that contains evidence of past human activity. Below-ground archaeological sites include building foundations, occupation deposits, features and artefacts. Above ground archaeological sites include buildings, works, industrial structures and relics that are intact or ruined.

Archaeological Zoning Plan

A graphic plan of a place indicating relative archaeological potential of areas or zones within this. An archaeological zoning plan is prepared by undertaking broad scale archaeological assessment over a large area.

Associations

means the special connections that exist between people and a *place*.

Burra Charter (and its guidelines)

Charter adopted by Australia ICOMOS which establishes the nationally accepted principles for the conservation of places of cultural significance.

Conservation

means all the processes of looking after a place so as to retain all its cultural significance.

The earlier version of the Burra Charter noted that conservation includes *maintenance* and may according to circumstance include *preservation*, *restoration* and *adaptation* and will more commonly be a combination of these.

Contemporary Community Esteem

The valuing of a heritage item by a recognised local, regional or state-wide community because it forms a strong part of their cultural identity.

Compatible Use

means a use which respects the cultural significance of a *place*. Such a use involves no, or minimal, impact on cultural significance.

Cultural Landscape

Those areas of the landscape which have been significantly modified by human activity. They include rural lands such as farms, villages and mining towns as well as country towns.

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Cultural Significance

means aesthetic, historic, scientific, social or spiritual value for past, present or future generations. Cultural significance is embodied in the place itself, its *fabric, setting use, associations, meanings, records, related places and related objects*. Places may have a range of values for different individual components, fixtures, contents and objects.

Curtilage

The geographical area that provides the physical context for an item and which contributes to its heritage significance. Land title boundaries and heritage curtilages do not necessarily coincide.

Development Control Plan (DCP)

A plan prepared by a local council to provide more detailed development controls and guidelines to accompany an LEP. Often used for Heritage Conservation Areas.

Environmental Heritage

means those places, buildings, works, relics, moveable objects and precincts, of State or local heritage significance (Section 4 of the Heritage Act 1977).

Excavation Permit

A permit issued by the Heritage Council of NSW under Section 60 or Section 140 of the Heritage Act 1977 to disturb or excavate a relic.

Exemptions

Work on heritage items covered by conservation orders which can be exempted under Section 57 (2) of the Heritage Act from the requirements to obtain the Heritage Council's consent.

Fabric

means all the physical material of the *place* including components, fixtures, contents and objects.

Heritage Act 1977

The statutory framework for identification and conservation of heritage in NSW. The Act also describes the composition and powers of the Heritage Council.

Heritage Item

A landscape, place, building, structure, relic or other work of heritage significance. *See also the Heritage Act 1977.*

Heritage Significance

Of aesthetic, historic, scientific, cultural, social, archaeological, natural or aesthetic value for past, present or future generations.

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Historical Significance

An item having this value is significant because of the importance of its relationship to the evolving pattern of our cultural history.

Interim Heritage Order (IHO)

An order made under Part 3 of the Heritage Amendment Act 1998. The Minister may make an interim heritage order for a place, building, work, relic, moveable object or precinct that the Minister considers may, on further inquiry or investigation, be found to be of state or local Heritage Significance.

The Minister may delegate the power to place IHO's to local councils however in general the orders will be made by the Minister, following recommendations by the Heritage Council.

Integrity

A heritage item is said to have integrity if its assessment and statement of significance is supported by sound research and analysis, and its fabric and curtilage are largely intact.

Interpretation

means all of the ways of presenting the *cultural significance* of a place.

Local Environmental Plan (LEP)

A statutory plan prepared by a local council in accordance with the EP&A Act.

An LEP regulates the carrying out of development within a local government area and controls the use and development of land and the conditions under which change may occur.

Local Significance

Items of Heritage Significance which are fine examples, or rare, at the local community level.

Maintenance

means the continuous protective care of the *fabric*, contents and setting of a place, and is to be distinguished from repair. Repair involves restoration or reconstruction.

Meanings

denote what a *place* signifies, indicates, evokes or expresses.

Moveable Heritage

Heritage Items not fixed to a site or place, for example, furniture, locomotives and archives.

National Parks and Wildlife Act (NPWS Act)

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Statutory Framework for the care and control and management of natural areas and Aboriginal cultural objects in New South Wales. European cultural relics on sites owned by the NPWS also come under the jurisdiction of the NPWS Act.

Oral Histories

Historical research carried out by interviewing people associated with a heritage item, in a planned manner to answer questions which is archivally recorded on audio equipment so that it can be transcribed and analysed.

Place

means site, area, land, landscape, building or other work, group of buildings or other works, and may include components, contents, spaces and views.

Preservation

means maintaining the *fabric* of a *place* in its existing state and retarding deterioration.

Rarity

An item having this value is significant because it represents a rare, endangered or unusual aspect of our history or cultural heritage.

Reconstruction

means returning a *place* to a known earlier state and it is distinguished by the introduction of new material into the *fabric*.

Regional Environmental Plan

Prepared by the Director-General of the Department of Urban Affairs and Planning and made by the Minister for Urban Affairs and Planning following public exhibition. It deals with matters important to a specific region such as land use, development and the conservation of heritage places.

Related Object

means an object that contributes to the cultural significance of the *place*, but is not at that place.

Related Place

means a *place* that contributes to the cultural significance of another place.

Representativeness

Items having this value are significant because they are fine representative examples of an important class of significant items or environments.

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Restoration

means returning the existing *fabric* of a *place* to a known earlier state by removing accretions or by reassembling existing components without the introduction of new material.

Section 60 Application

An application made under Section 60 of the Heritage Act, for approval to make changes to an item covered by a PCO. Routine maintenance, and other works which do not affect the significance of an item are exempt for Heritage Council Approval.

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3.0 CURRENT SITUATION

3.1 LOCATION OF JONES BAY WHARF

The Jones Bay Wharf is located at Jones Bay, Pyrmont, on the western side of Darling Harbour and at the northern end of the Pyrmont peninsular. The wharf is accessed via Pirrama Road (formerly Jones Bay Road), on the lower deck and via an overhead bridge from Bayview Street on the higher level.

The wharf consists of the two deck eastern shed building, Shed 19 and 20; the two deck western shed building, Shed 21; the external ground level apron; the central upper and lower roadway; the upper perimeter decks; the eastern shore shed at the southern end of Shed 19, and the new building which occupies the site of the former western shore shed.

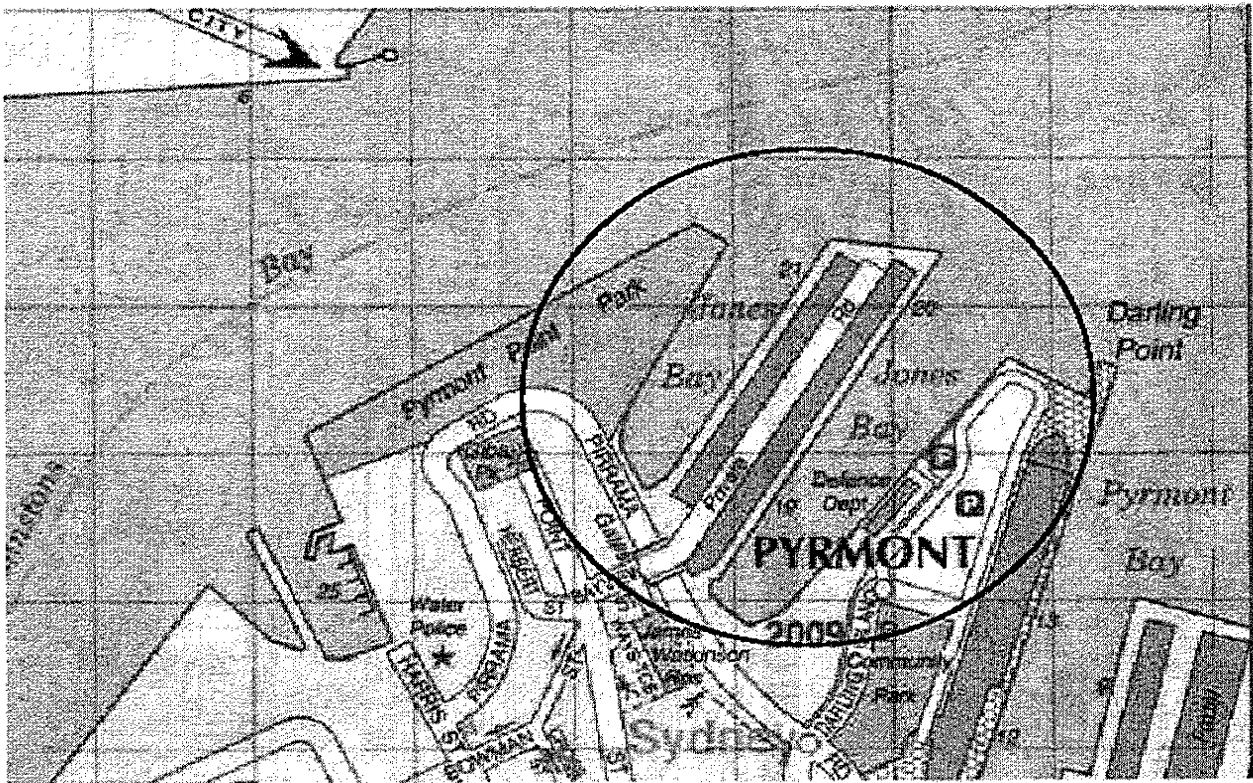


Fig 3.1 Location Plan of Jones Bay Finger Wharf. Source: Gregory's Street Directory.

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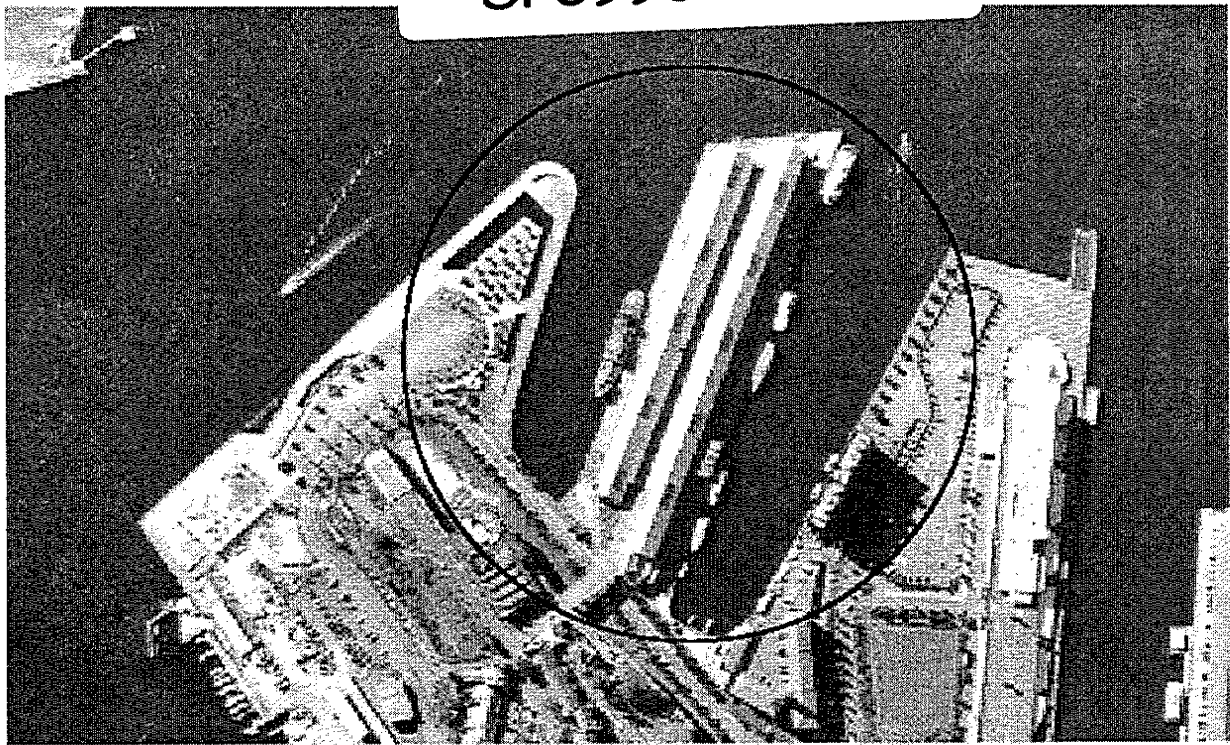


Figure 3.2 Aerial photograph of Jones Bay Finger Wharf. Source: Land and Property Information NSW.

3.2 OWNERSHIP

Refer to the Strata Management Statement for an overview of the ownership structure of the Jones Bay Wharf buildings. It explains the role of the land owner and the leases which are granted.

3.3 DESCRIPTION OF THE WHARF BUILDINGS

The Jones Bay Wharf complex consists of two almost 300 metre long double level shed buildings separated by central roadways at each level. At the upper deck, on the outer elevations, are continuous loading platforms which were served by travelling gantries, of which four still remain on each side. These loading platforms now serve as outdoor decks for the commercial tenancies which were constructed within the shed buildings in 2001-2003.

Of all the finger wharves which were designed under the control of H. D. Walsh in the first decades of this century, the Jones Bay Wharf is the most forward looking in its design. All of the lower deck, including the shed floors, central roadway and upper perimeter decks were constructed of reinforced concrete. The structural frame above the lower deck, supporting the upper floor internal street and perimeter loading platforms, were built of steel columns, beams and open web girders. Above the first floor level, the framing system is timber, similar to the system employed by other finger wharves of the period.

The outer cladding to the wharf buildings is essentially the same as other finger wharves with the use of large timber framed cargo doors, timber weatherboard cladding and corrugated iron cladding all fixed to a timber framing system set within the regular structural column grid. The usual chequerboard patterning of

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openings and cladding exhibited by other finger wharves, for example Pier 8/9 at Walsh Bay, is a little different at the Jones Bay wharf. Usually the cargo doors occurring in alternate bays on one level, occurred in alternate bays between levels, with the openings on the upper level not corresponding with the openings below. In this case all the bays in the lower deck open up with solid timber double hung doors.

With the 2001-2003 adaptive reuse building works, commercial tenancies were constructed within the shed buildings and some changes were made to the existing external fabric, including the removal of the cargo doors on the upper deck at the northern half of the complex. These changes, together with a description of the internal changes, are more fully described in Section 5.0 Physical Evidence.

At the southern end of the long shed buildings, two shore shed buildings were originally constructed. On the east side the building is predominately of brick with timber framed floors and partitions. On the western side of the shed the building was timber framed and of two levels. This structure was demolished in the early 1990s and has been replaced by a new building in the 2001-2003 works.

3.4 PHOTOGRAPHIC SURVEY

An extensive photographic survey of the wharf buildings was carried out by Australian Photogrammetric Service Pty Ltd in September 1994. Originals of this survey are held at the offices of the Sydney Harbour Foreshore Authority and a copy is held in the Interpretation Room at Jones Bay Wharf.

Further survey photographs were taken by Design 5 Architects for the 1998 CMP. A selection of these photographs, together with photographs of the later changes, are included in Section 5.0.

3.5 DOCUMENTARY EVIDENCE AND OTHER STUDIES

The history of the Jones Bay Wharf has already been thoroughly researched in the following documents and these have been used to prepare this and earlier reports:

- National Trust of Australia (NSW), *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour, Sydney*, 1989.
- Bartos B & Fraser S, *Wharves 19, 20 and 21, Pyrmont*, report submitted for building conservation course, School of Architecture, University of New South Wales, 1989.
- Howard Tanner & Associates, *Conservation Plan for Jones Bay Wharf, Pyrmont Berths 1921, Jones Bay*, prepared for City West Development Corporation, Sydney, 1996.

The heritage study prepared for the National Trust of Australia (NSW) was researched by Anthony Brassil and includes a comprehensive bibliography on pp 74-75. The 1996 conservation plan prepared by Howard Tanner & Associates was researched by Deborah Edwards, consultant historian. Appendices from the 1996 conservation plan that are relevant to the history of the place are attached to this 2002 report.

The following sources of documentary evidence are listed from the 1996 conservation plan prepared by Howard Tanner and Associates as they relate to the

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historic development of the place. These references and the historic information have not been thoroughly checked in the preparation of this report.

PRIMARY SOURCES (cited in 1996 conservation plan)

St. Bede's Mission registers held at St. Bede's presbytery, Pyrmont. Sydney Harbour Trust, Annual Reports 1911-1920.

Maritime Services Board:

- annual reports 1939-1963
- original plans.

Mitchell Library:

- archival photographs
- original plans.

SECONDARY SOURCES (cited in 1996 conservation plan)

Australasian Photogrammetric Service, Jones Bay Wharf Photographic Recording in three volumes, commissioned by Howard Tanner & Associates for the City West Development Corporation, September 1994.

Bach, J., *A Maritime History of Australia*, Thomas Nelson, Sydney, 1976.

Fitzgerald, S. & Golder, H., *Pyrmont & Ultimo: Under Siege*, Hale and Iremonger, 1994.

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4.0 DOCUMENTARY EVIDENCE

4.1 HISTORICAL DEVELOPMENT OF THE JONES BAY WHARF

Note: The following summary of the historical development was taken from the 1998 Conservation Plan and was compiled and abridged from both the National Trust heritage study of Sydney wharves and the 1996 conservation plan prepared by Howard Tanner & Associates for the City West Development Corporation.

THE EARLY YEARS 1188-1840

Non-Aboriginal settlement of the Pyrmont Peninsula took place slowly. The topography of Port Jackson and the historical development of Sydney meant that Pyrmont was developed relatively late as a commercial port.' In 1795 Private Thomas Jones, of the New South Wales Corps, was granted 55 acres on the western shore of Cockle Bay (now Jones and Pyrmont Bays). A year later he sold the land to Obadiah Ikin. In 1799 Jones and his wife were hanged for the murder of a missionary, and Jones Street and Jones Bay still bear his name. Obadiah Ikin sold the land to John Macarthur two weeks after the execution and the area acquired its present name of Pyrmont after a party of picnickers in 1806 named it after a spa in Germany.

During the first decades of the colony, Sydney's harbour facilities consisted of three main landing sites: the Hospital Wharf, the Governors Wharf and Robert Campbell's Wharf (all at Sydney Cove, Circular Quay). In February 1811 an additional wharf was built at Cockle Bay and the city's market, which had been next to the Hospital Wharf, was relocated to the new wharf.'

From the 1800' commercial and industrial activities in Pyrmont included limited quarrying, milling and Macarthur's short-lived boiling down works.' However, the area remained largely undeveloped until the 1830'.

Subdivision began in 1836 when Edward John Macarthur's son took over the property (called 'Pyrmont') on his fathers death.' Edward Macarthur's initial aim was to create a wealthy residential suburb by trying to sell land on the condition of one house per allotment. This plan did not work as the land was bought up quickly by speculators during the 1830' land boom and, by the 1840's, rows of workers cottages were built instead and the wealthy had chosen to live elsewhere .6

Through the 1820' and 1830' Sydney's increased trading capacity from whaling, shipbuilding, wool, wheat and trade from the South Pacific saw the construction of cluttered wharves and warehouses around Millers Point and Cockle Bay and increased pressure on the government to provide improved port facilities.

PYRMONT INDUSTRIES AND THE WHARVES 1840-1901

Construction began for port improvements from the mid-1840'. In 1846 the Hunter River Steam Navigation Company (later to become the Australian Steam Navigation Company) purchased Darling Island and established a major shipbuilding and repair facility for its coastal trading ships.' The first Pyrmont Bridge was built in 1858 providing a direct road link to the city from Pyrmont.' Quarrying became the most profitable industry on the Pyrmont peninsular in the 1850' due to the quality of Pyrmont's sandstone which made it popular for Sydney's building and public works. From the 1850' Pyrmont's character as a working-class

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suburb became established and its population grew. Between 1860 and 1890 the most common professions noted in the marriage registers of St. Bede's Catholic Church included labourers, building tradesmen, including stonemasons and quarryman, craftsmen and some maritime workers.⁹

In the 1850s Pyrmont's shoreline began to be altered and restructured as landowners reclaimed areas of Darling Harbour and built wharves and jetties to suit their needs. In 1855 the Australian Steam Navigation Company established a giant slip on Darling Island which was originally joined to the mainland by a mudflat. Infilling and wharf construction reshaped the island so that it now resembles a truncated triangle extending from the mainland. From the 1850s jetties extended out into Darling Harbour, and Goodlet & Smith's jetty, reached into Elizabeth Bay."

The 1870s saw further development of Pyrmont's industrial, commercial and residential character. In 1875 the whole of the western side of the peninsular was purchased by the Colonial Sugar Refining Company (CSR) and a large refinery and timber longshore wharf was built." Along with the Australian Steam Navigation Company, industrial development saw foundries, quarries, mills, hotels and smaller commercial businesses established.

Private industrialists, merchants and traders continued to develop wharfage at Sydney Cove, Darling Harbour and Pyrmont throughout the nineteenth century and suburban growth occurred alongside this development.

As the population of Pyrmont grew, so did local amenities. Churches and schools were built from the 1840s; the Pyrmont Baths were built in 1875 and renovated in 1901; electric lighting began after 1899 when the Ultimo Powerhouse was built (followed by the Sydney Electric Lighting Station in 1904); the Museum of Technology (now the Museum of Applied Arts and Sciences) was opened, the Sydney Technical College was taking enrolments by the end of the nineteenth century, and the Harris Street tram was in operation by 1901.

The 1870s saw further pressure applied to improve Sydney's port facilities as the existing unregulated system tried to handle increased use, haphazard building and traffic congestion. Between 1860 and 1890 the number of vessels visiting Port Jackson roughly doubled. 'Z Up until this point wharfage construction had been in the hands of private entrepreneurs and merchants, but this situation became increasingly difficult to manage as coordination was needed to timetable and schedule services; dredge and deepen the harbour to accommodate the larger, modern ships; improve harbour lighting, and increase understanding of the geophysical nature of the harbour.'³ There was also much concern over the health risks associated with the unsanitary conditions on the wharves. In 1871 the Marine Board of New South Wales was established to coordinate the use of Sydney Harbour.

SYDNEY HARBOUR TRUST 1901-1911

After a Royal Commission in 1897, the Marine Board of New South Wales was abolished and was replaced by the Sydney Harbour Trust on 11 February 1901. There had been a serious outbreak of the bubonic plague in Sydney in 1901 and it was believed the polluted conditions of Sydney's wharves were a breeding ground for the plague-carrying rats." One of its first actions was to take over control of all private wharf facilities and to establish a ten year plan for Sydney Harbour

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involving a complete redevelopment of port facilities and the construction of new wharfage."

The trust demolished, repaired and built workers' housing, pubs, roads, shops, wharves, jetties, sheds, and occasionally workers facilities around the harbour. It dredged, filled in, surveyed, scoured, cleaned, and re-shaped the harbour to suit current and anticipated needs.

For Pyrmont, the Sydney Harbour Trust instigated a program of massive excavation and land reclamation. By 1905 landfill extended the landline for Pier Street and Pyrmont Street and formed the foundation for the wharf railway that ran along the reformed western shore of Darling Harbour. Rail yards and wharves formed a square extension of land into Darling Harbour. A stretch of shoreline parallel with Mill Street was straightened and jetties that were part of Goodlet and Smith's timber yards created a series of angular extensions into the bay. Between 1911 and 1920, quarrying restructured the eastern cliff face to the alignment of Mill Street and an indentation was made to a small section of Bayview Street. 16

As a result of this work, the gentle convex shape of the shorelines was altered and is now characterised by angular lines with wharves obtruding into Darling Harbour and Johnston's Bay.

JONES BAY WHARF 1911- 1936

The construction of the Jones Bay Wharf (Wharf 60, Berths 19-21) was part of the Sydney Harbour Trust's 'Jones Bay Wharfage Scheme'. The construction of the jetties took place between 1911 and 1917 and the wharves between 1914-1919. It was one of the first Pyrmont wharves planned and built by the Sydney Harbour Trust and was part of a large scheme to link Pyrmont and Darling Harbour. The wharf scheme included extensive rail links to Darling Harbour and New South Wales' extensive railway network and was designed to handle large cargoes of wool and wheat for export. From a technological point of view, Jones Bay Wharf is a unique building because of its use of structural steel and concrete.

Plans for the construction of two new jetties to accommodate overseas ships were finalised in 1911 and initial excavation began that year. Work began on the concrete sea wall between the eastern and western jetties in 1913¹⁸ and was completed in 1916¹⁹.

During 1915 and 1916, steel sections for the wharf failed to arrive from England and the decision was made to complete these structures in timber. In 1916 the Darling Harbour Railway Yards were connected to the wharf by a railway cutting and a roadway to Pyrmont Street was built, a retaining wall to the end of John Street was extended, paths along Mill and Point Streets were re-made and iron railings fixed.

The reinforced concrete wharves were completed during 1917. The wharf sheds, a large brick office block and a timber 12-car garage, waiting room and toilet facilities, were completed in 1917-1918.²²

The office block, at the shore end of Shed 19, housed offices for customs and shipping and was built of brickwork with a timber internal frame, post, beams and timber floor structure. It had a cantilevered timber walkway coming from the upper

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level road deck, giving access around to the water side of the concrete apron on the upper level of the main sheds with an external stair down to the lower deck.

The construction of the timber garage, waiting room and toilet was possibly in response to the activities of the Waterside Workers' Federation who demanded improved working conditions following the industrial disputes, strikes and lockouts after World War I.²³ This building side, adjacent to Shed 21, was designed in 1914 as a masonry block of three levels. This was never built and a number of other designs were drawn up. It was built c 1917- 19 18 as a single storey timber building with three storey masonry structure to the street. A drawing of July 1919 shows the building again documented as a single storey building, material not specified, but showing an additional floor in timber proposed plus masonry stairs. The lower level is shown as an open shed with steel columns. A further drawing in November 1942 shows the building as documented in 1919 with infill offices to the ground floor, a new stair and washroom on the top floor proposed. This brought it up to a level below the roadway. This building housed workers amenities and was demolished c 1993.

In 1917 ramps from the roadway to the jetty deck were laid and three electric capstans were built into each side of the jetty deck, making six in all.'

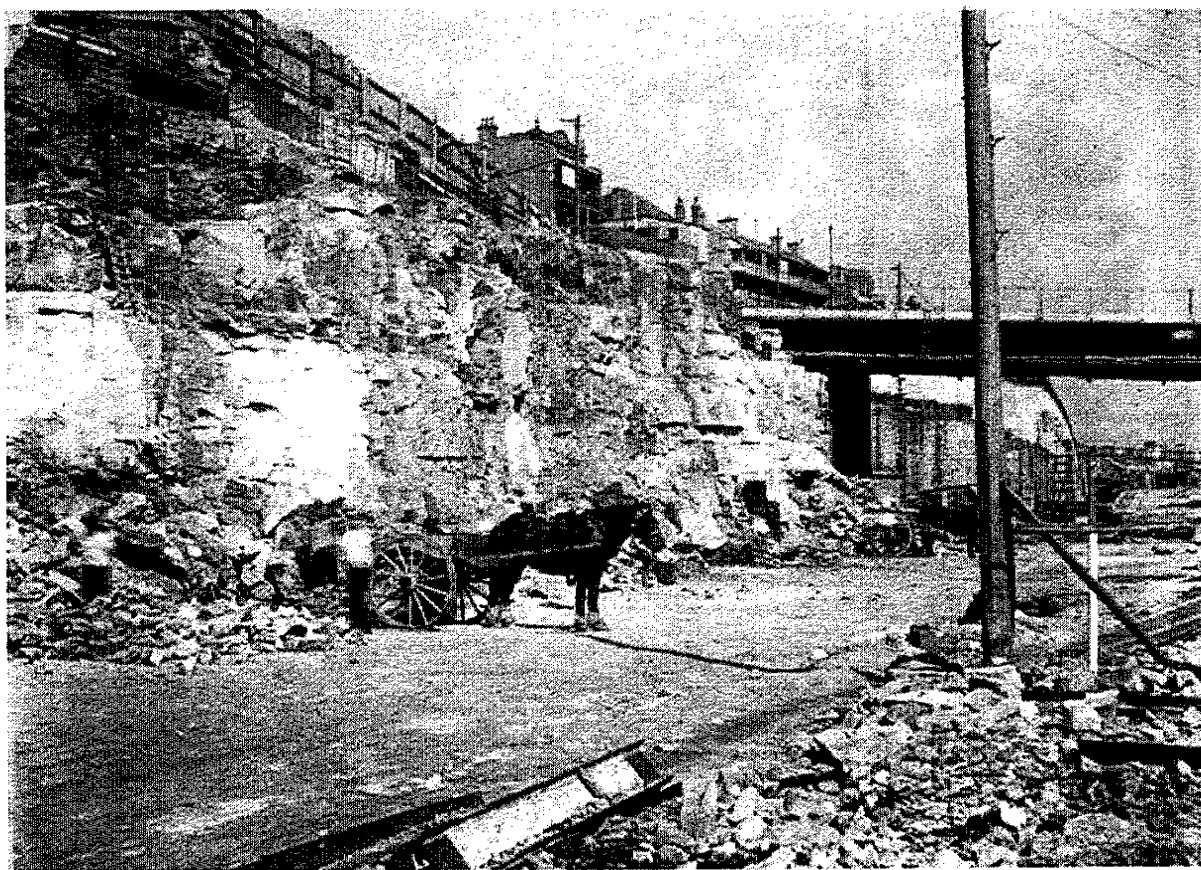


Fig 4.1 Excavation for new roadway behind Jones Bay Wharf with bridge from Bayview Street in background 1919. Source: ML GPO 1-21100.

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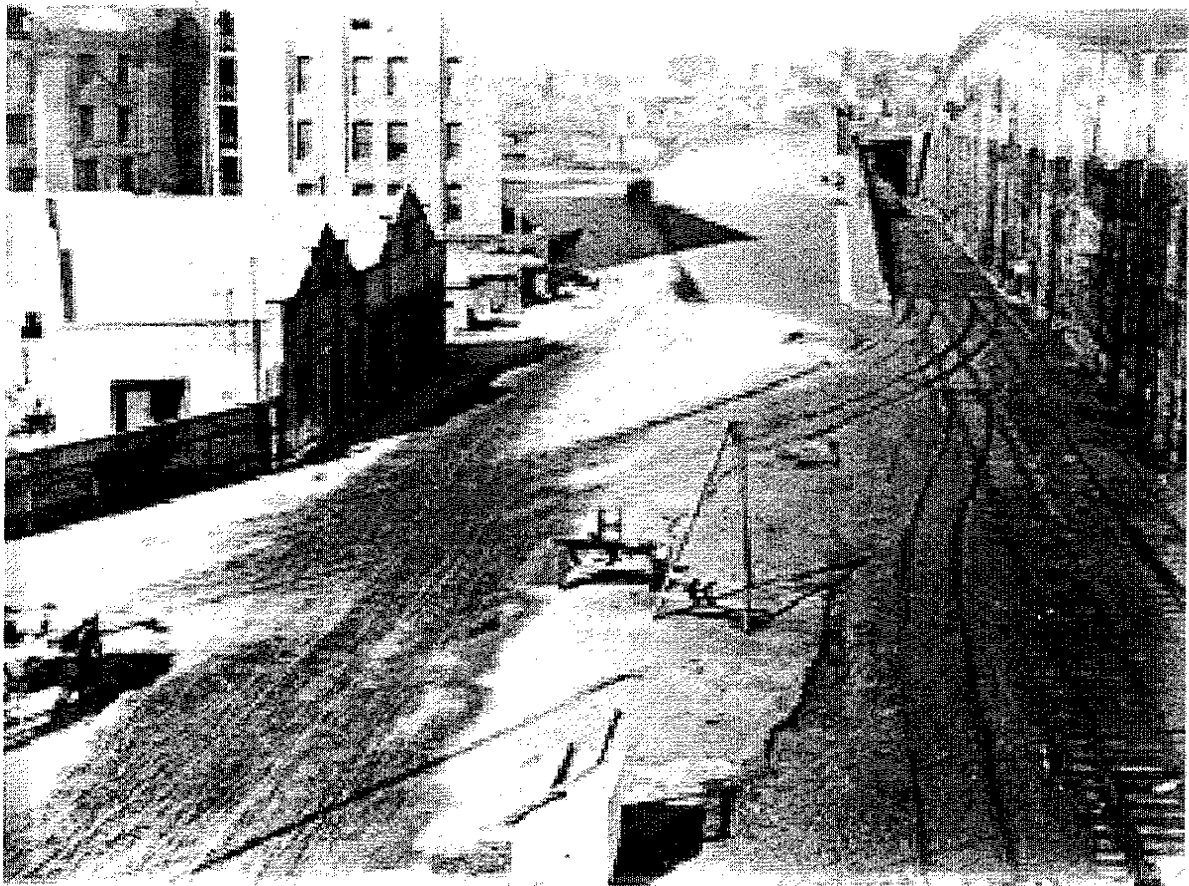


Fig 4.2 Roadway approach to Jones Bay Wharf looking east from bridge from Bayview Street 1919. Source: ML GPO 121078

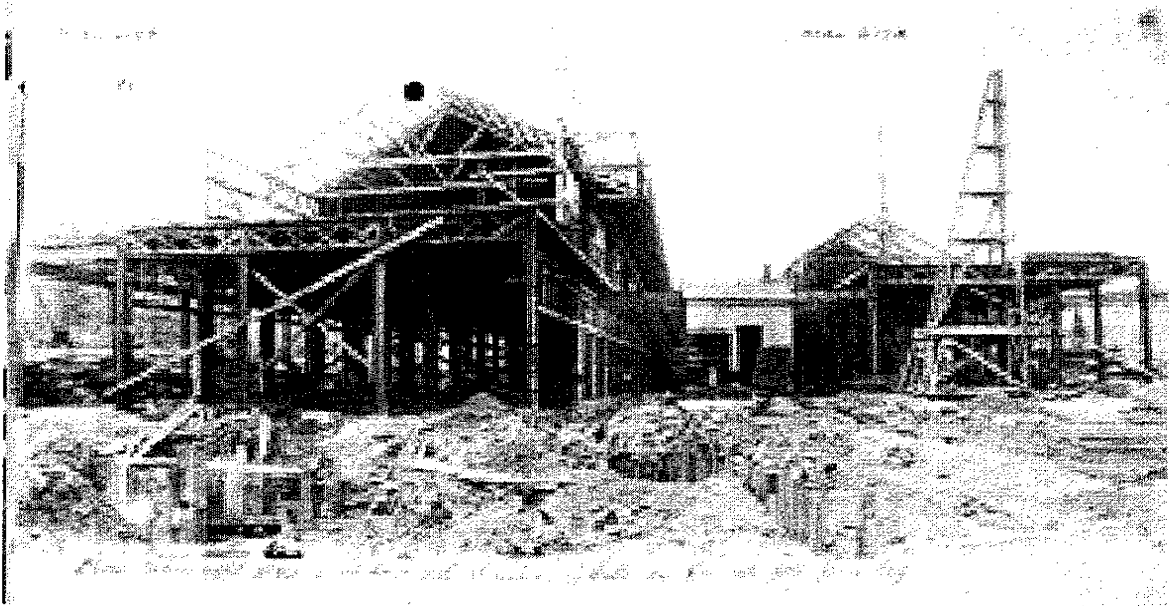


Fig 4.3 Construction of Jones Bay Wharf 1918. Source: ML GPO 1-24525.

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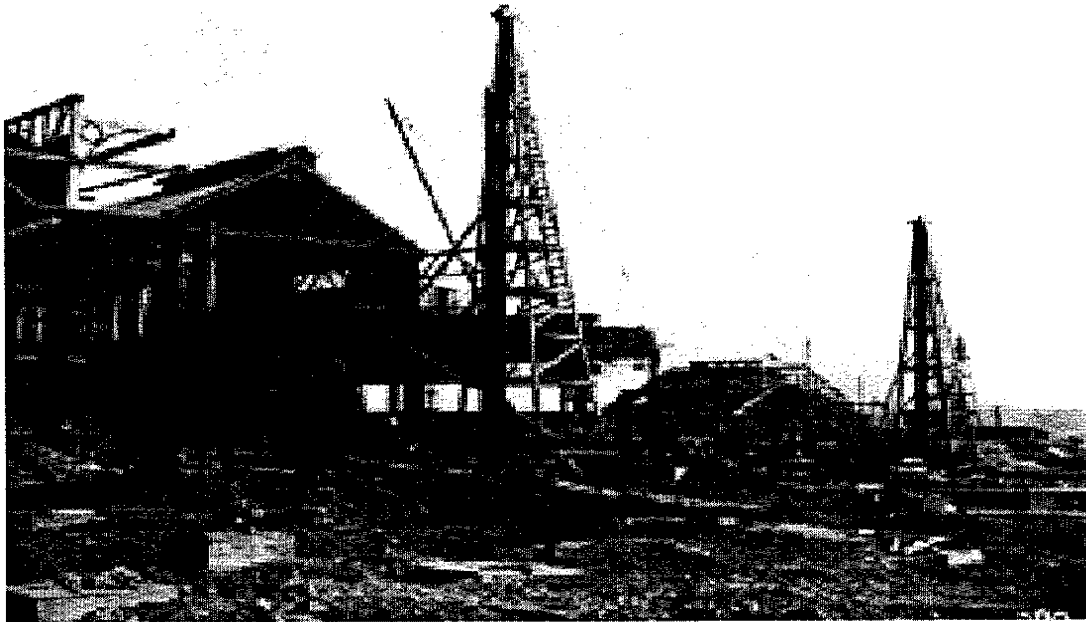


Fig 4.4 Construction of Jones Bay Wharf showing pile drivers 1917. Source: ML GPO 1-21194.

During 1918, problems with the fill supporting the wharves caused subsidence and displaced the shed foundation piles. Work was suspended for several months while the stone filling settled and the reclamation was reinforced with heavy land ties. Wood blocking went ahead and a double railway and single gantry track were laid on the wharf. Dredging between the concrete and the timber wharves created a depth of 35 feet at low tide.

By 1919 work on the berths was completed.

Railway lines linking the wharves with the Darling Harbour rail yards were laid. In total, 710 feet of double track were laid with a cross-over on each side and 500 feet of single lines for the gantries.²⁷ Wood blocking was also completed with some areas laid in concrete, and the original Monier-trestled sea wall was replaced with concrete. Dredging continued around the berth S.21

On their completion, the wharves could accommodate five large steamers. Of the wharves in Sydney, Jones Bay was particularly easy for ships to berth at as they had no need to swing in and tugs were rarely required. Cargoes could be handled easily, given the ample spaces of the sheds, which could store, for example, 120,000 bales of wool. The wharves also contained sophisticated cargo-handling equipment. Six hydraulic wool presses were installed, capable of dumping 2,500 bales of wool per day. An overhead transfer link allowed cargo, particularly wool, to be moved from one first-floor shed to the other, above the upper road. This was located adjacent to the wool presses. Much attention was paid to the electric lighting, especially for night work and the installations were of a particularly high

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standard for the time .29 Records show the types of cargoes handled: wool, bagged wheat, bulk sulphur, timber, frozen cargoes.

In 1920 the roadways and approaches were completed and road surfaces were laid down. The wood-blocked surface of the jetty was extensively top dressed and more dredging took place.³⁰ This wood blocking, if it still exists, is no longer visible and was most probably removed when the present concrete deck was laid at an unknown date.

Later maintenance works include treatment of the subaqueous piles with creosote during the 1930s; re-wiring of the main office block in No. 19 and replaced lighting in No. 20 in 1947; and redecking on 16 bays at No. 20 shed and 19 bays at No. 19 berth in four-inch concrete (repeated in the early 1960s).³¹

CHANGING PORT ACTIVITIES 1936-1990

The Sydney Harbour Trust operated until 1936 when it was replaced by the Maritime Services Board which had the responsibility for Sydney's ports until 1995 when its role was split into several related government departments.

During World War II the wharves at Pyrmont were an important centre for the transport of troops and materials. It is unclear from historical records if the Jones Bay Wharf was used for troops, but the nearby Pyrmont Bay wharves certainly were.

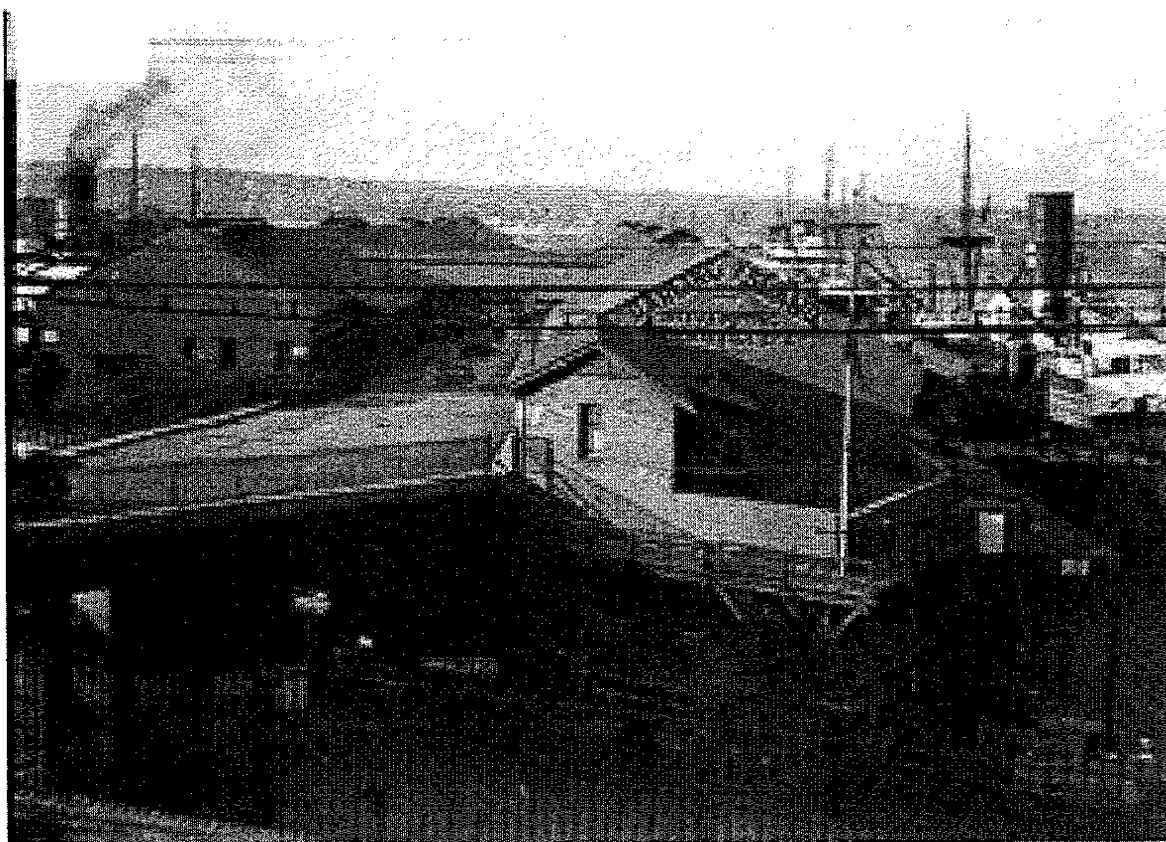
The Jones Bay Wharf remained an effective port facility until the end of World War II, after which their usefulness for trade and freight lessened. Changes to Australia's trading policies and the development of containerisation in the 1960s led to a decline in the use of Sydney Harbour as a port. The emphasis shifted to air and rail facilities and, in order to handle container shipping, alternative sites were upgraded (White Bay at Balmain and especially Botany Bay) .32

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Fig 4.5 Upper Roadway Jones Bay Wharf 1919. Source: ML GPO 1- and 21190.

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*Fig 4.6 Darling Island Stevedoring and Lightering Co Ltd. c 1920-1928.
Source: ML GPO 1-10228.*

At the same time, the Australian Government, as part of its post-war effort, opened up Australia to a huge influx of European migrants and the Jones Bay Wharf became a loci for 'new Australians' as an overseas passenger terminal. The National Trust has identified Pyrmont and Berths 19-21 as important sites for immigration, and immigrants can recall their first impression of Sydney as they arrived at Berths 19-21. This importance is not reflected however, in the MSB's annual reports and they do not mention the use of these wharves as passenger terminals. It is likely that the size of the immigration rush made it difficult for the MSB to be specific about where passengers were disembarking.

In 1954 deterioration and serious subsidence of Berth 21 required special underpinning. The massive construction of the wharf and the need to leave undisturbed the surrounding wharf structure meant that special equipment from France was used to sink steel cylinders down to rock and to support the deteriorated part of the structure on heavy concrete beams carried on the cylinders." This work took four years. 34

Since the construction of the new overseas passenger terminal at Circular Quay, it has been used for storage and limited commercial purposes.

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REPAIR AND DEVELOPMENT 1990-2001

In 1991 the Maritime Services Board advised that the Jones Bay Wharf had been declared surplus and would be available for redevelopment at the end of the existing leases (refer to the 1992 Howard Tanner report). In the same year, the NSW Property Services Group commissioned a study to identify its significance and explore reuse options.

In 1995 the City West Development Corporation commissioned a conservation plan for the wharf. This was prepared by Howard Tanner & Associates. At the same time other studies were prepared on the structure and conditions of the wharf which guided extensive repairs that were carried out between 1996 and 1998.

This study found the two shore sheds to be of lesser significance and the two storey timber shed, already in poor condition, was demolished in 1993. The rail tracks to the adjacent streets were taken up, the street reformed and the timber fences removed in 1994. The overhead bridge was repaired and resurfaced and the railings refitted. At the same time a photographic record was made of the wharf (refer to the three volume set of photos prepared by the Australasian Photogrammetric Services 1994).

4.2 THE PRESENT TIME

As outlined in section 2.2, in 2000 a section 96 application to amend the existing Development Consent was lodged by a consortium of Multiplex Constructions and Toga Pty Ltd. The original scheme proposed a mix of residential and commercial units, whereas this new scheme, which was approved by PlanningNSW in 2000, entailed the adaptive reuse of the wharf buildings solely for commercial units.

The adaptive reuse design introduced mezzanine floors and internal subdivisions to create commercial suites. These varied in size, the smaller units occupying the northern half, and the larger units the southern half, in compliance with conservation policy and with the existing roadways being maintained as they were originally designed - to provide both pedestrian and vehicular access to the upper and lower decks of the wharf shed buildings. In line with conservation policy, the facade of the existing eastern shoredshed was retained, while on the vacant land where the western shoredshed once stood a new structure replaced it. As part of the adaptive reuse building works, there has also been extensive structural rectification work and repair to heritage fabric carried out on the wharf buildings. These works are outlined in section 5.3 of this document.

- 1 *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour*, National Trust of Australia (NSW), p.37.
- 2 *Sydney Gazette*, 21 December 1806, cited in Shirley Fitzgerald and Hilary Golder, *Pymont & Ultimo: Under Siege*, Hale and Iremonger, 1994, p. 12.
- 3 P.R. Proudfoot, 'Maritime influences on the growth of Sydney' extract from *Report of the Botany Bay Portland Environmental Inquiry, 1976*, NSWPP, Appendix F, p.83.
- 4 Fitzgerald, S. and Golder, H., *Pymont & Ultimo: Under siege*, Hale and Iremonger, 1994, p. 15.

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- 5 *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour*, National Trust of Australia (NSW), p.37
- 6 Fitzgerald, S. and Golder, H., *Pymont & Ultimo: Under Siege*, Hale and Iremonger, 1994 p.25.
- 7 *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour*, National Trust of Australia (NSW), p.37
- 8 *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour*, National Trust of Australia (NSW), p.37
- 9 St. Bede's Mission registers held at St. Bede's presbytery.
- 10 Fitzgerald, S. and Golder, H., *Pymont & Ultimo: Under Siege*, Hale and Iremonger, (need pp)
- 11 *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour*, National Trust of Australia (NSW), p.38.
- 12 *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour*, National Trust of Australia (NSW), p.42.
- 13 Bach, J., *A Maritime History of Australia*, Thomas Nelson, Sydney, 1976, c XII.
- 14 Bartos B and Fraser, S, *Wharves 19, 20 and 21, Pymont*, report submitted for building conservation course, School of Architecture, University of New South Wales, 1989.
- 15 Winifred Mitchell, Sydney's Wharfies: the first fifty years of unionism', in Wotherspoon, G. (ed), *Sydney's Transport: Studies in Urban History*, Hale and Iremonger and the Sydney History Group, Sydney, 1983, p.3 I .
- 16 Godden Mackay and Howard Tanner & Associates, *Pymont Point Precinct Archaeological and Heritage Assessment*, report prepared for NSW Property Services Group, March 1993, pp 13-14.
- 17 Sydney Harbour Trust, *Annual Report for 19 11*, P.23.
- 18 Sydney Harbour Trust, *Annual Report for 19 13*, 'Loan expenditure for year ended 30th June, 1913' , p.12.
- 19 Sydney Harbour Trust, *Annual Report for 1915*, pp-2, 17.
- 20 Sydney Harbour Trust, *Annual Report for 1915*, pp-2, 17. Annual Report for 19 16, p.s.
- 21 Sydney Harbour Trust, *Annual Report for 19 16*, p.17.
- 22 Sydney Harbour Trust, *Annual Report for 19 18*, p. 16.
- 23 Winifred Mitchell, "Sydney's wharfies: the **first fifty years** of unionism' in Wotherspoon, in, G. (ed), *Sydney's Transport: Studies in Urban*

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- History*, Hale and Iremonger and the Sydney History Group, Sydney, 1983, pp. 28 ff.
- 24 Sydney Harbour Trust, *Annual Report for 19 17*, p. 16.
- 25 Sydney Harbour Trust, *Annual Report for 19 18*, p. 16.
- 26 Howard Tanner & Associates, et al., *Jones Bay Wharf Pyrmont Comprising Berth Nos 19-2 I: A Heritage Re-use Study Prepared for the NSW Property Services Group*, January 1992, p.39.
- 27 Bartos, B and Fraser, S, *Wharves 19, 20 and 21, Pyrmont*, report submitted for building conservation course, School of Architecture, University of New South Wales, 1989.
- 28 Sydney Harbour Trust, *Annual report for 1919*, pp. 15,16.
- 29 Bartos, B and Fraser, S, *Wharves 19, 20 and 21, Pyrmont*, report submitted for building conservation course, School of Architecture, University of New South Wales, 1989.
- 30 Sydney Harbour Trust, *Annual Report for 1920*, p. 13.
- 31 MSB, *Annual Report for 1939*, p. 13; *Annual Report 1947*, p. 13; *Annual report for 1948*, p.14; *Annual Report for 1962-63*, p. 18.
- 32 *Heritage Study of 19th and Early 20th Century Trading Wharves in Sydney Harbour*, National Trust of Australia (NSW), p.68.
- 33 *MSB Annual Report for 1954*, p.23.
- 34 *MSB Annual Report for 1959*, p. 19.

5.0 PHYSICAL EVIDENCE

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5.1 THE SETTING

The Jones Bay Wharf is located at Jones Bay, Pyrmont, on the western side of Darling Harbour and at the northern end of the Pyrmont peninsular. The wharf is accessed via Pirrama Road (formerly Jones Bay Road), on the lower deck and via an overhead bridge from Bayview Street on the higher deck. Directly to the east is Darling Island, the eastern side of which the now demolished wharves 12, 13 & 14 once housed the Temporary Sydney Casino. On the western side of Darling Island stand the Royal Edward Victualling Yard group of heritage buildings which occupy wharves 17 and 18. Darling Island is owned by the NSW Government and is managed by the Sydney Harbour Foreshore Authority ("the Authority"). The site in March 2003 was being developed as a residential complex by Darling Island Sydney Pty Ltd.

On the west side of the Jones Bay Wharves is Pyrmont Point Park, once the site of Pyrmont Wharves 22 and 23. To the south on the top of the sandstone cliff is Way's Terrace, originally a low income housing estate designed by Professor Leslie Wilkinson, which overlooks the James Watkinson Reserve to the north. The sandstone cliff face along Pirrama Road, with the bridge which provides access to the wharf, provides a dramatic approach to the wharf buildings, more so to the east where new residential development along Pirrama Road has been less extensive. This cliff face, formed by the excavation of fill for the central section of the Jones Bay Wharf buildings, has been extensively depleted by the construction of new apartment buildings along the Pirrama Road frontage. Extensive new housing developments have also occurred on the streets above Jones Bay wharf to the south west.

The dominance of the harbour, the two substantial heritage buildings of Royal Edward Victualling Yard on Darling Island to the east, the Ways Terrace which looks down to the wharf from the south; the dramatic cliff face, although greatly diminished, along Pirrama Road approaches and various other maritime points of interest combine to give the Jones Bay Wharf precinct a distinctive identity.

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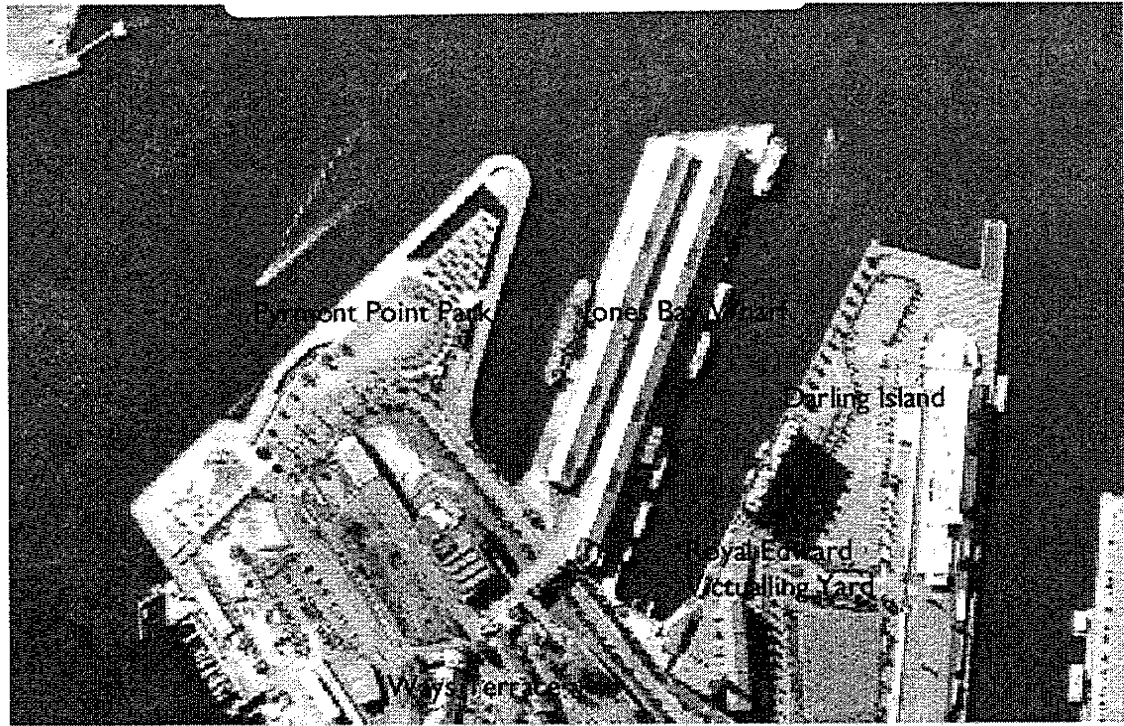


Figure 5.1 Aerial photograph of Jones Bay Finger Wharf. Source: Land and Property Information NSW.

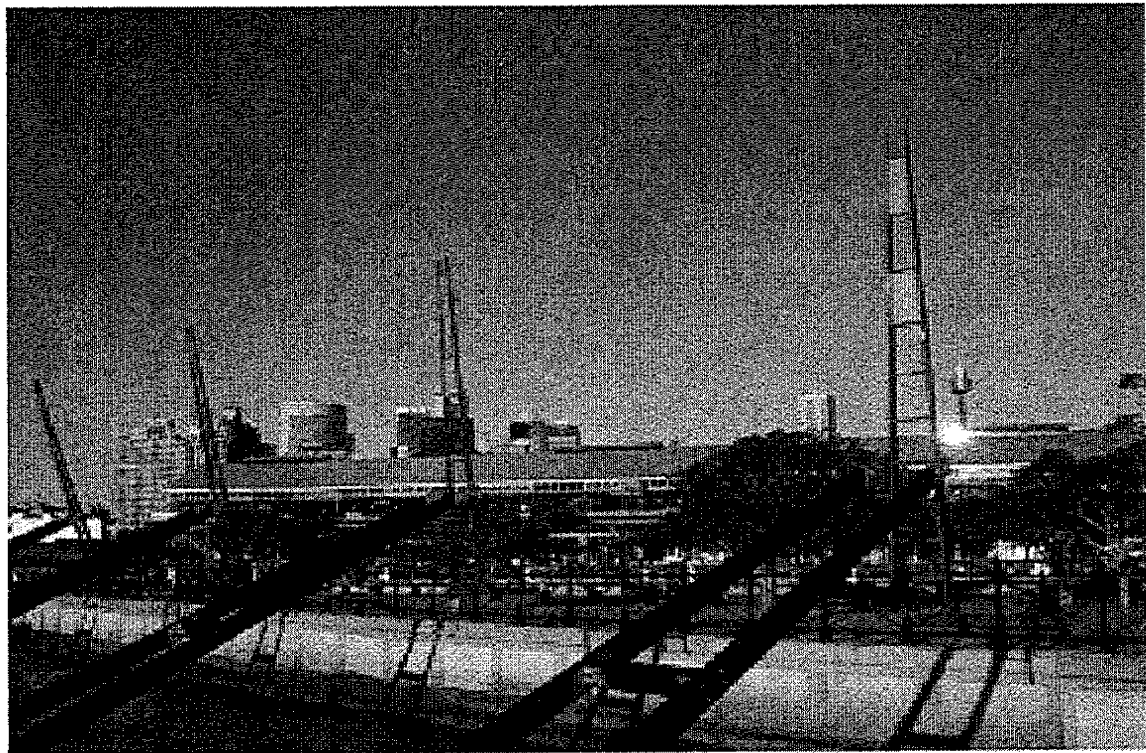


Figure 5.2 View looking east to Jones Bay Wharf from Pyrmont Point Park: (Photo Nov. 2002)

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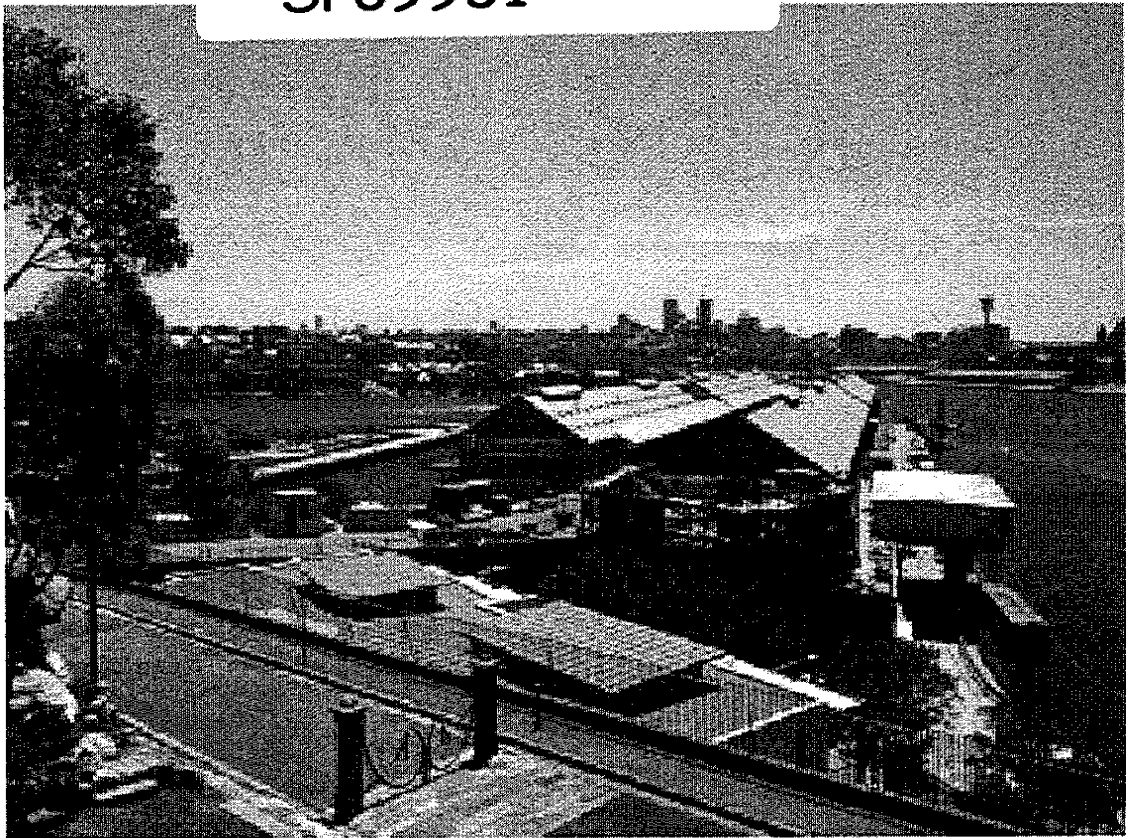


Figure 5.3 View from Ways Terrace looking north to Jones Bay Wharf (Photo Jan. 2003)



Figure 5.4 View from Ways Terrace looking north with Royal Edward Victualling Yard and Darling Island on east: (Photo Jan. 2003)

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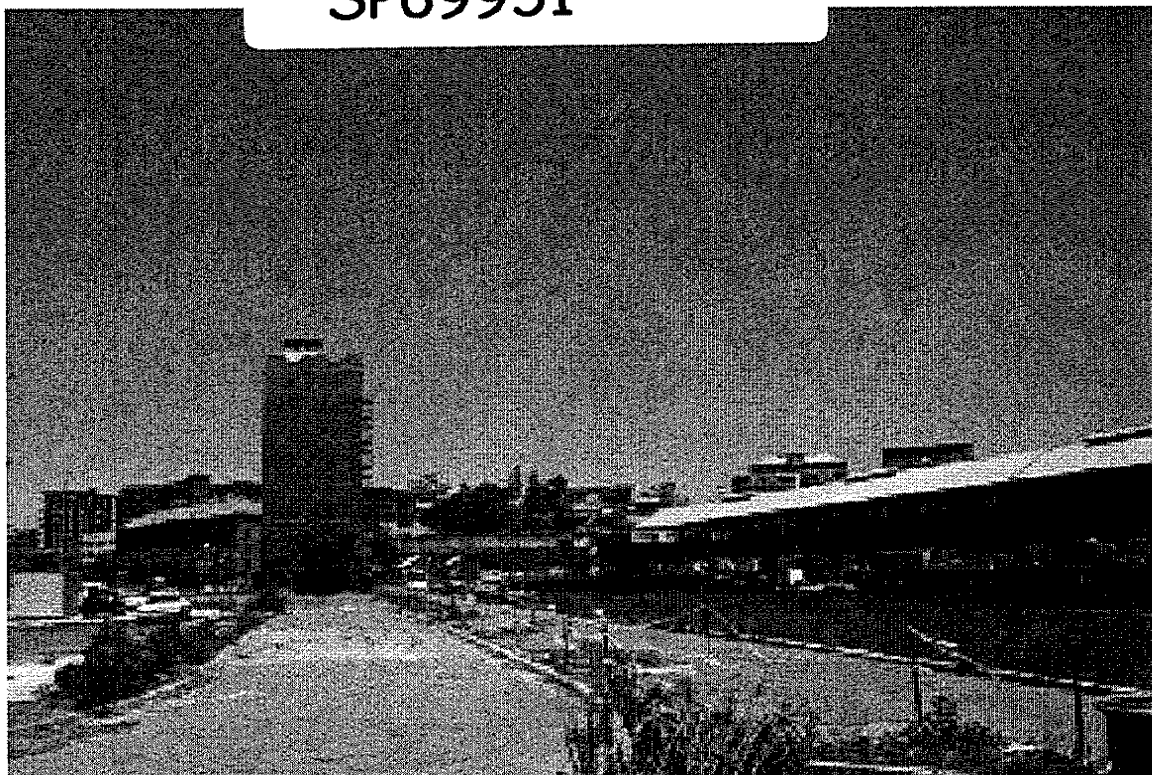


Figure 5.5 View from Darling Island looking south with Jones Bay Wharf on the west and Royal Edward Victualling Yard to east: (Photo Jan. 2003)

5.2 THE BUILDING

The following is a brief general description of the place taken from the 1998 CMP prior to the recent adaptive reuse works being carried out. Where recent adaptive reuse works have changed the building, the text has been revised. A more detailed description of the 2001/2002 reuse works follows in Section 5.3.

Jones Bay Wharf extends into Jones Bay in a north-easterly direction from the Pyrmont Peninsular. It comprises a land-filled central section upon which the buildings are built, surrounded by a concrete deck supported on concrete-encased timber piles. This deck is finished at the edges by timber baulks, cast iron capstan blocks and perimeter timber piles and buffers. Two rows of rail tracks run along the full length of each side with an added central track for mobile gantries. A third set of tracks runs along the east side, closer to the sheds (refer Figs. 5.6 & 5.9). All of these tracks have been replaced, possibly during the 1940s, however, a short section of the original tracks survive at the north end of the eastern side. Various iron cover plates give access to the now non-functional electric points, allowing rail trucks to swap tracks. All tracks terminate at the south end where the remainder of the system, outside the site, was entirely removed in 1994.

The wharf sheds comprise two rows of two-storey sheds constructed with steel framing to the lower floor and timber framing to the upper floor. Between these sheds ran a bitumen paved road at the lower level and a concrete and a bitumen paved road at the upper level. The upper roadway is supported on steel stanchions and beams along the centre of the lower road with a series of white tile lined and flared openings between them allowing light to enter the lower level. Both

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roadways are lowered to allow loading directly from the truck tray to the shed floor on each level (refer Fig. 5.7).

Each shed is continuous with a brick end wall at the shore (south) end, a brick fire wall immediately south of the crossover roadway and a timber-clad gabled end to the harbour. Both sheds are on a very large scale, extending approximately 300 metres in length and 50 metres overall in width, including the central road. Externally, the lower sheds are accessed by a pair of vertically hung counterweight timber doors at each bay with occasional later steel roller doors in some places. These doors are the same to both the central road and the outer deck (refer Fig. 5.10). The upper-level sheds are accessed via a pair of horizontal, top hung sliding timber doors at every second bay, the intermediate bays being screened internally by the open doors.

The cladding material is used in a regular and rhythmic patchwork configuration which was, prior to the 2001-2003 adaptive reuse work, almost entirely unaltered to the top level and mostly intact to the lower level. The lower levels are clad with timber weatherboards between the doors and open wire mesh (now removed) above the door head height. Each bay is separated by the steel open-latticed columns which are clad on the outer deck side only. The upper levels had open wire mesh above the door head height to the street side only, where they are protected by broad eaves. To the outer deck there are small-paned sashes above the doors with a combination of weatherboarding and corrugated iron sheeting between the doors (refer Fig. 5.9).

The roof was corrugated steel (possibly Zinalume) and dates from the repair works carried out since 1995. The roof has been renewed in the recent building works. Long ridge vents sit at regular intervals along both ridges but were sheeted over externally prior to new glass louvres being installed in the latest work.

Internally, the lower levels have concrete floors (now replaced with new concrete), steel columns (latticed at the perimeter) with open steel trusses spanning the three structural bays across each shed. These, in turn, support smaller steel trusses and then the heavy timber flooring for the upper shed. The steel trusses are made of steel angle sections riveted together. This structure is open and visible from below. Light and air are admitted above the door head height via the opening which was once finished with wire mesh.

The upper sheds have a double-layer timber floor. The lower layer is generally of 140mm x 100mm hardwood running across the shed with an upper layer of 120mm x 70mm hardwood laid at approximately 30° to the lower one. Almost all floors except for the north half of Shed 21 beyond the fire wall, were further covered with a thick (approximately 50mm) layer of bituminous-based flooring, similar to road bitumen. The bitumen was removed in the most recent building works. Walls were generally unlined except where they were later fitted out in the 1970s, 80s and 90s. At the end of each shed section are security bays or 'dead houses' separated by open walls of vertical timber slats and vertically hung gates. These also exist at the lower levels but many have been altered in the past or removed or adapted in the recent work. The roof structure comprises large open timber trusses supporting the unlined roofing above.

The original shore sheds to the south of the main sheds were always separate structures. The original western shore shed was of timber and brick and was demolished in 1993 (refer Fig. 5.8). The eastern shore shed is of brick externally

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and was timber framed internally. This building was divided into a high ground floor with three progressively smaller floors above. The roof was of corrugated steel (refer Fig. 5.1 1).

Externally, the fabric of the eastern shore building has had minor alterations on each floor, however it remains as an unpainted face brick structure. Other than the 2001-2003 changes, the greatest alteration is the relatively recent removal of the cantilevered timber walkway from the upper road bridge and the freestanding timber stair from this, down to the ground level. The alterations on the ground floor were generally to openings on the eastern side including a new lift well in the 2001-2003 changes. The interior of this building was essentially framed in timber but all internal framing and timber floors were removed in the 2001-2003 adaptive reuse works. Most of the partitions had been relatively modern. The stair connecting the three upper levels remained in its original location, it was well detailed, but had an awkward configuration (refer Fig. 5.1 1).

An original cantilevered timber walkway gave external access from the upper road around the south-east to the upper concrete deck and a stair adjacent to the eastern sheds. This was crudely cut off and removed in 1994. The central upper road is accessed via a steel-framed bridge with large iron gates to Bayview Street.

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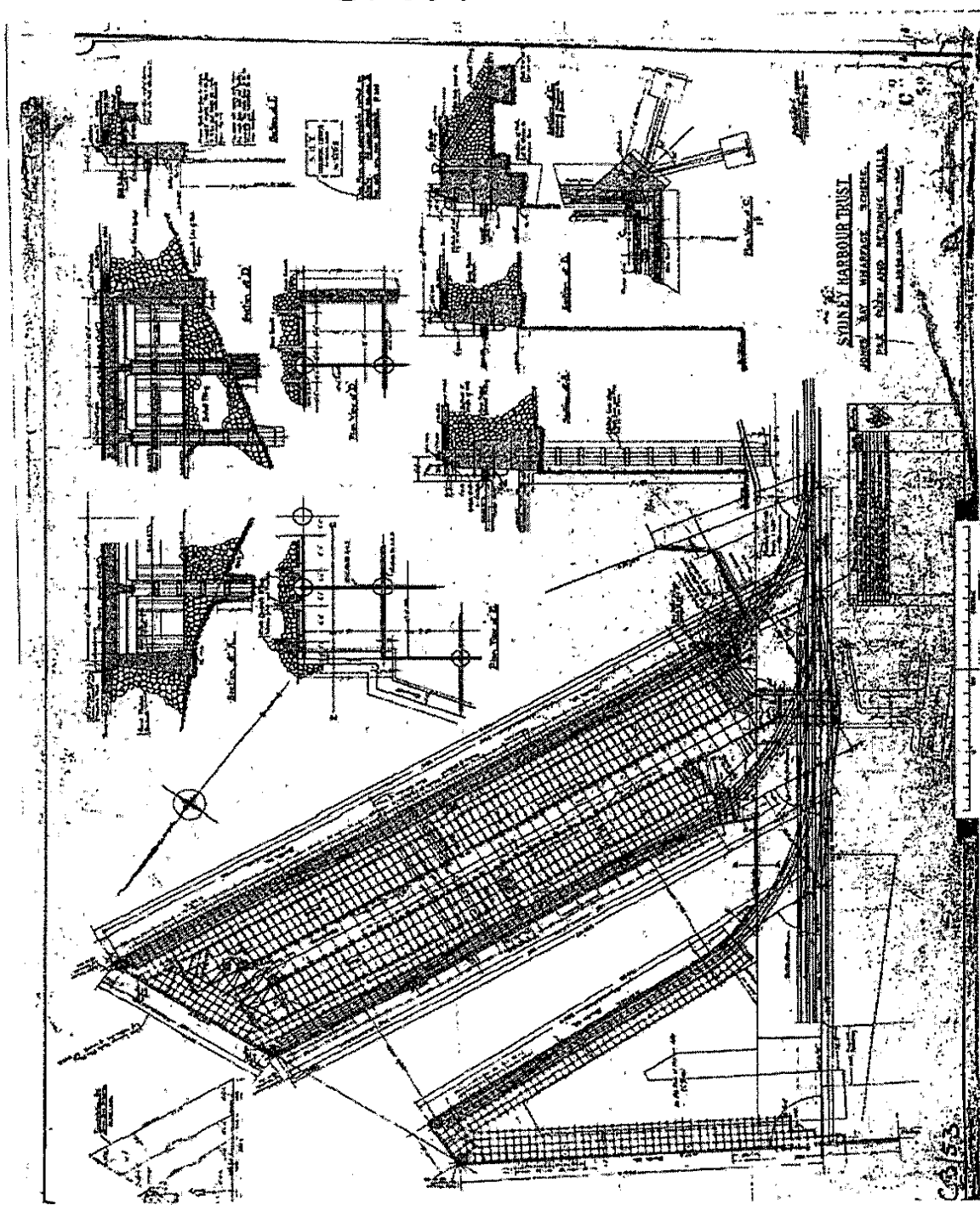


Fig. 5.6 Original Sydney Harbour Trust drawing showing pile plan, retaining walls and plan of railway lines. Source: Sydney Ports Authority.

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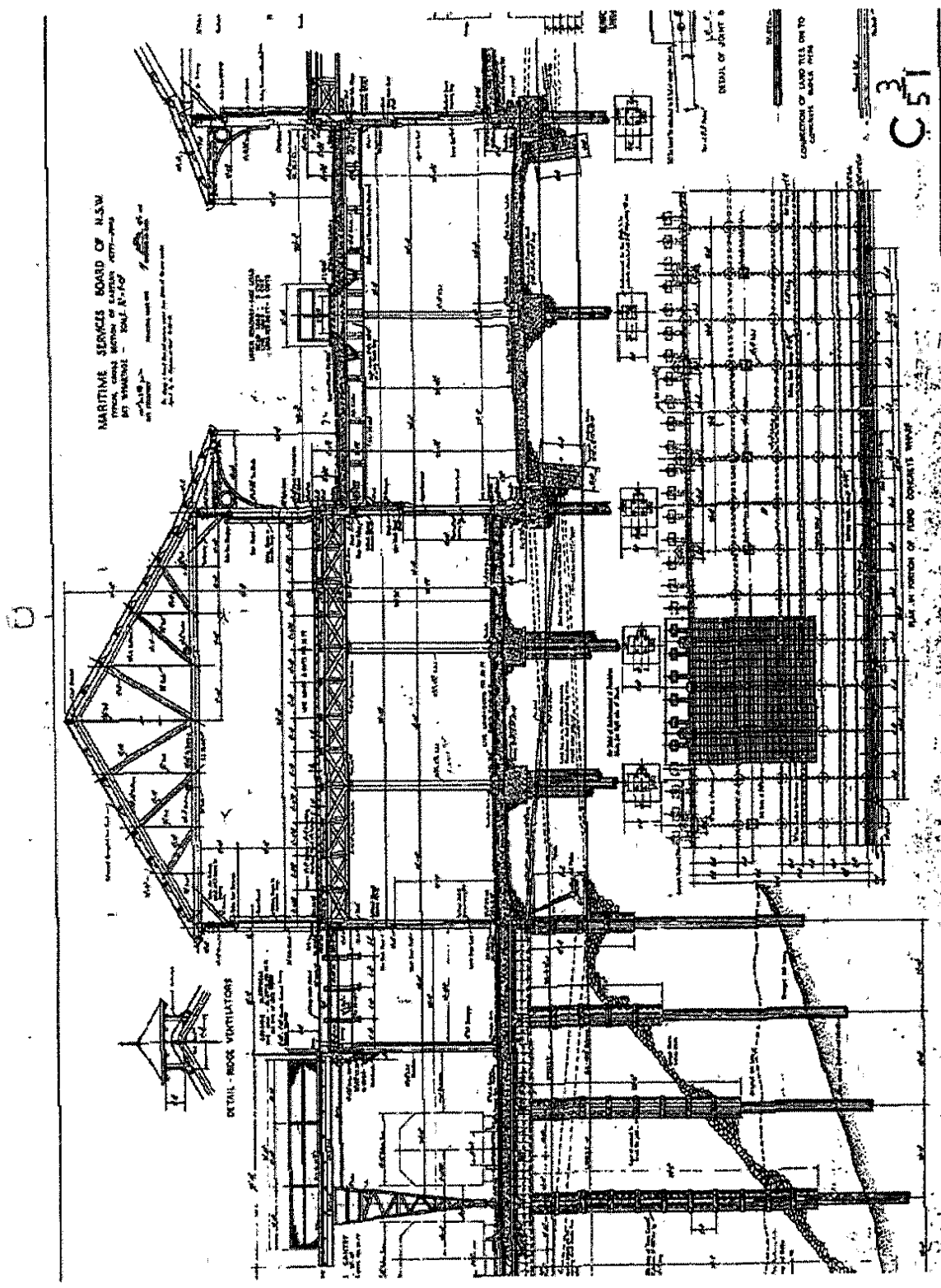
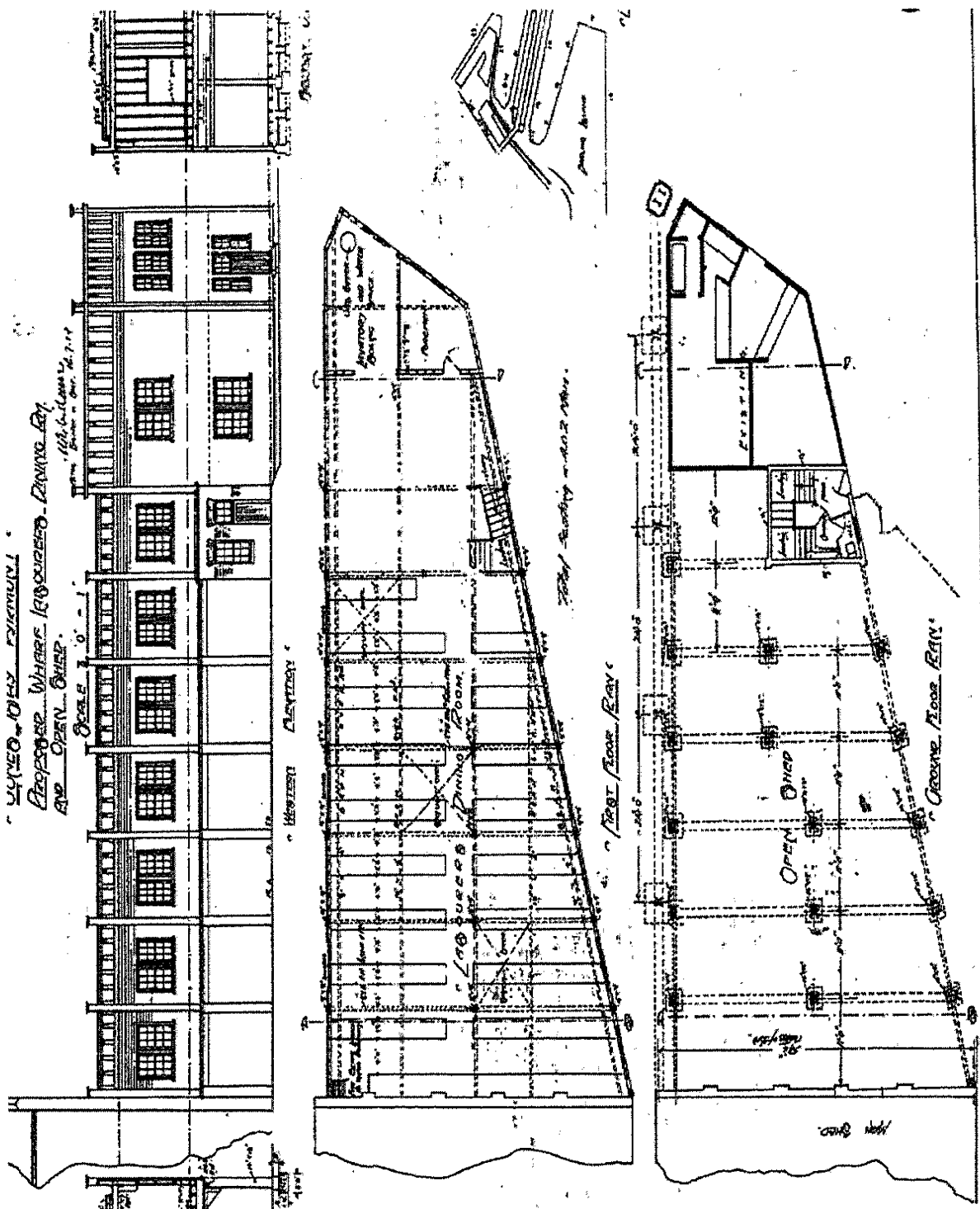


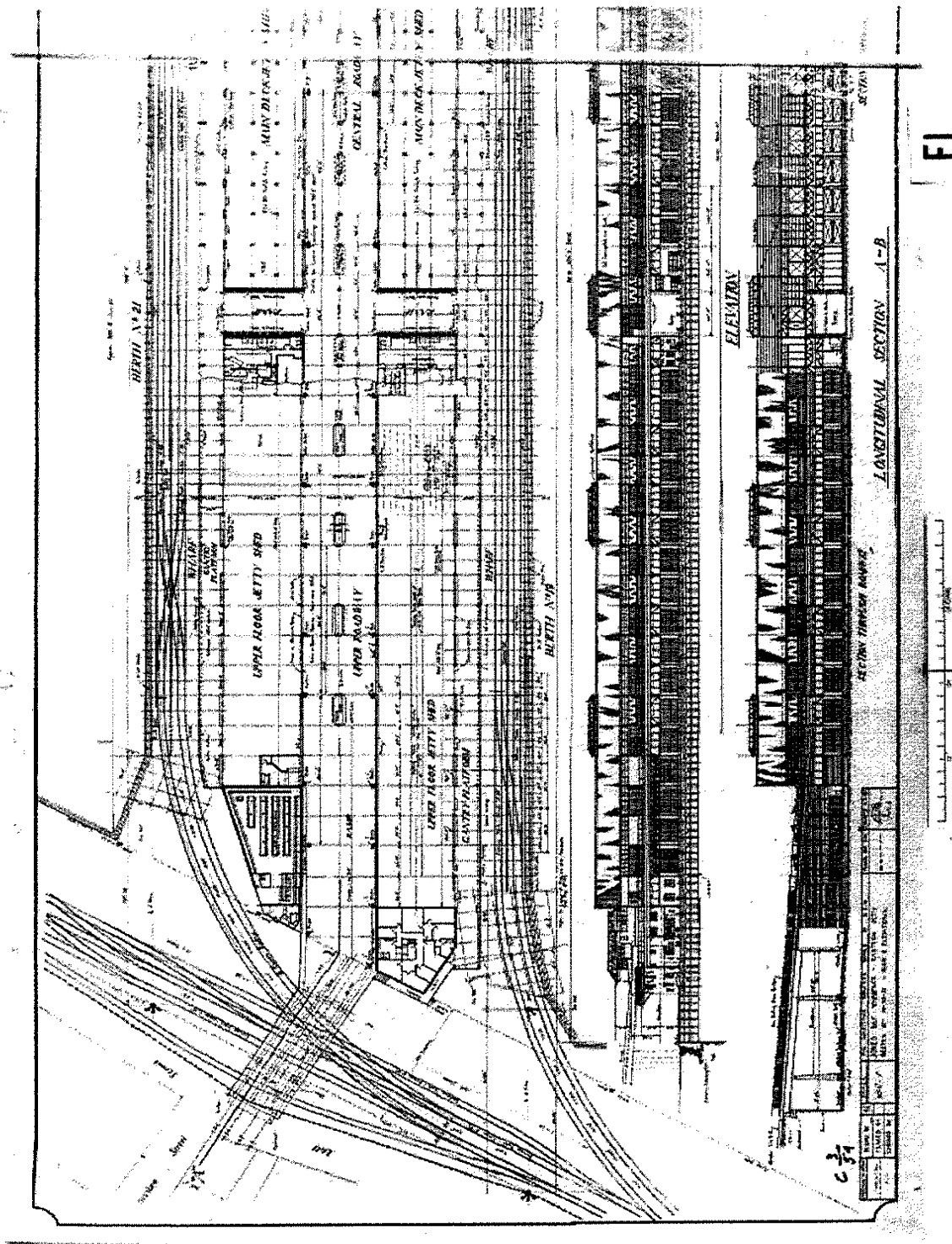
Fig. 5.7 Original Sydney Harbour Trust drawing showing cross section through wharf structure. Source: Sydney Ports Authority.

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5.8 Original Sydney Harbour Trust drawing showing western shore shed building. Source: Sydney Ports Authority.

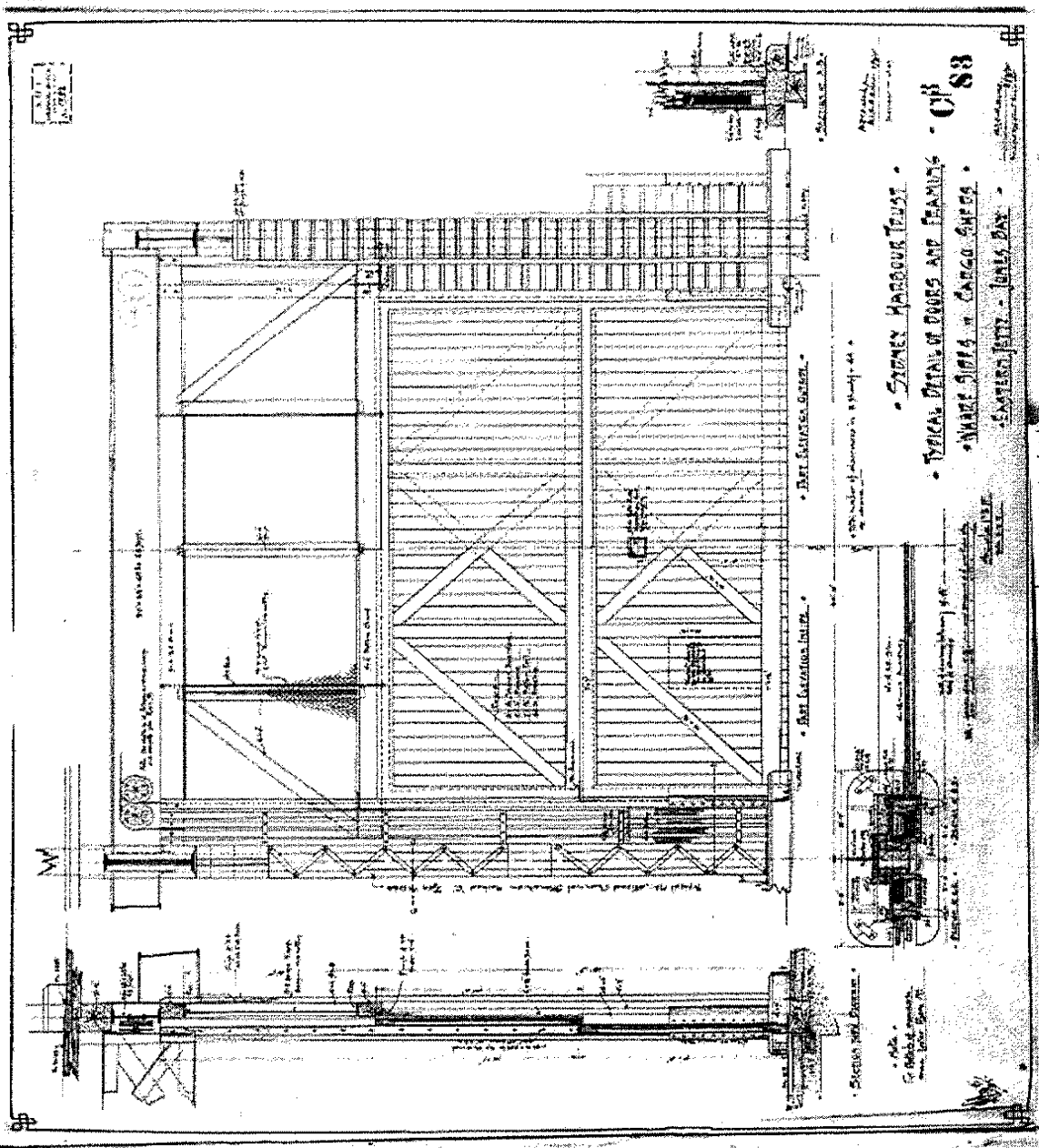
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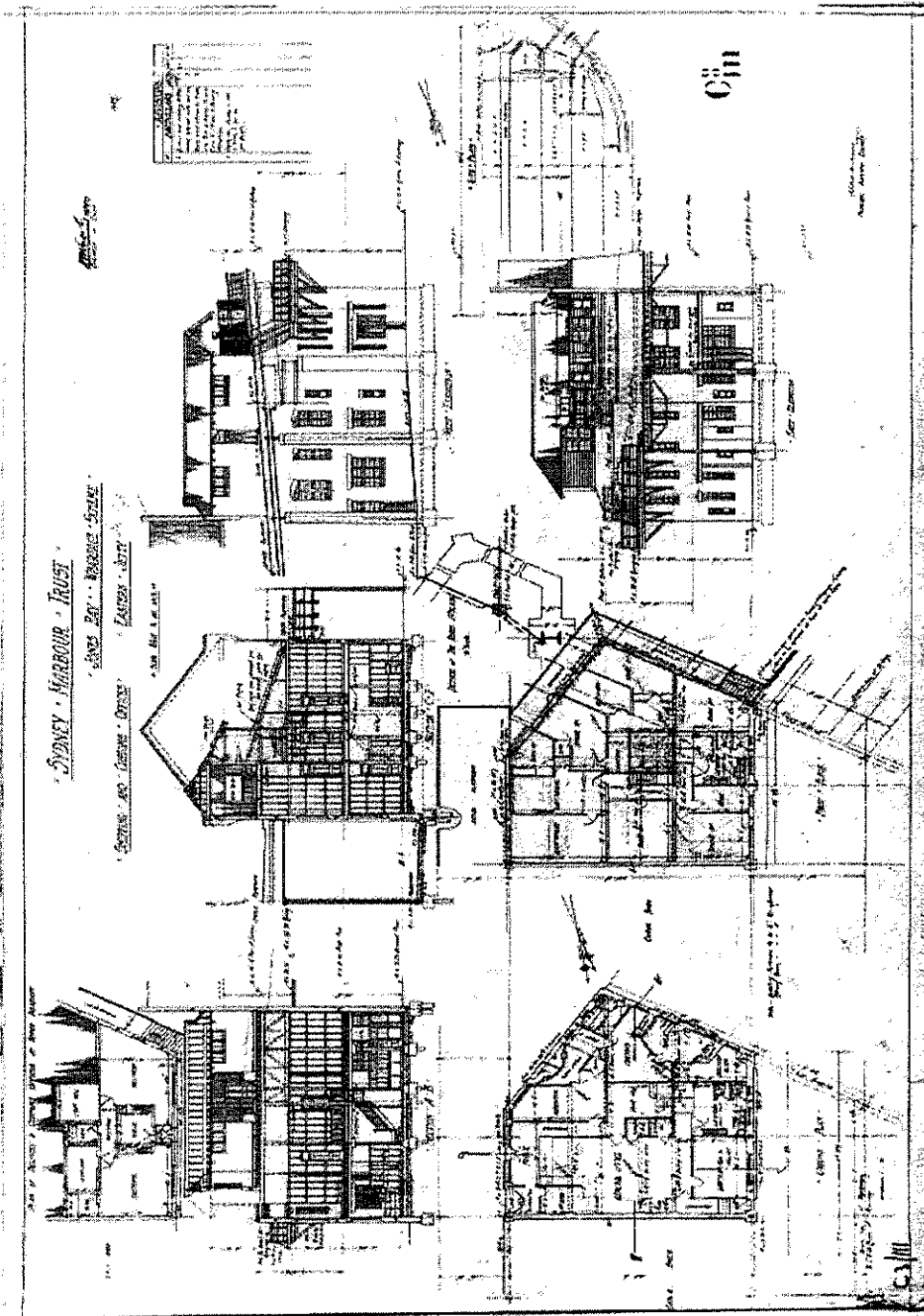
5.9 Original Sydney Harbour Trust drawing showing plan, elevations and section of southern half of wharf complex. Source: Sydney Ports Authority.

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5.10 Original Sydney Harbour Trust drawing showing typical ground level cargo doors. Source: Sydney Ports Authority.

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5.11 Original Sydney Harbour Trust drawing showing eastern shore shed building. Source: Sydney Ports Authority.

5.3

RECENT ADAPTIVE REUSE CHANGES

PREVIOUS CONDITION REPORTS PRIOR TO THE 2001-2003 BUILDING WORKS

The 1998 Conservation Plan summarised the overall condition of the wharf at the time of the 1996 plan prepared by Howard Tanner & Associates, some works that had been carried out since the 1996 report, and pointed out that there was a considerable amount of remedial work to be done, particularly below the sheds themselves and around the deck areas.

The work carried out since the 1996 report prior to the 2001-2003 building works included:

- The replacement of the entire roofing in corrugated steel and the replacement of defective guttering and downpipes.
- Repair and re-levelling of the subsided section of Shed 21 above the wharf deck
- Numerous repairs to the steel structure on the lower level.
- Repairs to the Bay Street bridge, including kerbing and balustrade.
- Replacement of the upper concrete deck around the perimeter and repair of its supporting structure.
- Installation of a fire sprinkler system.
- Extensive external painting.

CONDITION REPORTS FOR THE 2001-2003 BUILDING WORKS

As part of the 2001-2003 adaptive reuse works further inspections and reports were carried out. Robert Bird & Partners, Structural Engineers, prepared a report, *Schedule of Rectification of Existing Structure*, while State Forests of NSW prepared a timber inspection report.

Inspections to the underside of the wharf aprons were carried out by Robert Bird and Partners with the aid of a boat, which allowed visual inspections to be carried out to the top portion of the apron piles (above the tidal zone), inspection of longitudinal and transverse apron beams, the soffit of the apron slabs along with a visual inspection of the seawall. The lower level superstructure was visually inspected on foot for low level elements and via the use of a scissor lift for high level elements.

Structural design checks were also carried out to ensure that the existing elements were generally in accordance with AS3600 Concrete Structures Code, AS4 100 Structural Steelwork Code and AS 1720 Timber Structures Code.

Robert Bird & Partners summarised the condition of the structure in March 2001 as:

The building is approximately 85 years old and there was little evidence that normal ongoing structural maintenance had been provided.

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External exposed steelwork had been painted in the past five years or so, however a number of corroded connections and elements had been painted over at this time with little evidence that rectification of same had been carried out first, to reinstate structural adequacy.

Internal steelwork elements were not displaying as severe deterioration as external elements, however surface corrosion was prolific, with little evidence of treatment of these internal elements being done.

Concrete elements, in particular the lower level apron, were again highly corroded in places, with cracking and spoiling of elements evident mainly on the underside of the apron.

Upper level structural timber columns were suffering from severe decay in places, in particular at their bases on the west side of the building, and again replacement of a number of these elements is required in order to reinstate structural adequacy.

The timber elements which make up the roof trusses and roof purlins display areas where some splitting and termite damage has occurred, and a series of stiffeners is proposed for damaged elements in order for these members to again satisfy the strength requirements of relevant current standards.

There was some evidence of past settlement of the building in particular along the west side of the building and apron. While this report does not address geotechnical issues, it does address superstructure issues resulting from the settlement of the building. That is, there is some evidence that a number of structural steelwork elements have been under some distress, with the loss of rivets and/or bolts at connections.

State Forests of NSW were commissioned by Multiplex Developments to inspect the timber on the wharf buildings. The purpose of the inspection was to:

- stress grade timber beams, columns, wall bracing, purlins and roof trusses
- identify the species of timber used
- visually inspect the surface of the flooring
- report on termite activity

The report concluded that a large number of timber members which surround the steel posts on the ground floor at the external walls (including roadway) were decayed where they contacted the concrete or were damaged by termites.

There were active termites in many parts of the building including the floor, structural members, and cladding.

Timber columns at the first floor level on the external wall which support the roof trusses were designed to fit into steel boots just below first floor level. This section could not be inspected, but it became evident that many of these columns were decayed where they had come in contact with moisture inside the steel boot.

Various timber species were identified by State Forests. The storey posts were Tallowwood, Grey Gum and Ironbark, as were the main beams which supported the wall

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framing of level 2. Beams and wall bracing above the cargo doors were Oregon, as where the roof trusses and purlins. The floor was predominately Spotted Gum.

STRUCTURAL RECTIFICATION WORKS 2001-2003

As a result of the inspections carried out by Robert Bird & Partners and State Forests of NSW a document *Schedule of Rectification of Existing Structure* was prepared by Robert Bird.

The structural repairs carried out on the wharf structure as a result of this document are summarised as follows:

1) Apron

- 1.1 The rectification of spalling and cracked concrete encasement to the timber piles of the apron.
- 1.2 The rectification of cracked and spalling concrete encasement to longitudinal and transverse beams of the apron.
- 1.3 The rectification of the seawall south of grid 20.5
- 1.4 The rectification of cracked and spalling concrete to the apron slab soffit.

2) New ground floor slab and steel piles

Over the years there has been much subsidence of the floor slabs and structural columns, especially in the northern half of the complex. It was determined by the structural engineers that the only way to guarantee a 99 year life for the new works was to create a new structural piling support system. During the 2001-2003 adaptive reuse building works, the whole of the existing internal ground floor slabs were removed and new slabs were constructed supported on concrete beams and new driven steel piles. This has meant that all the dead loads of the shed buildings are now supported off a new structure with minimal loads being imparted to the existing timber piles.

3) Lower level columns

- 3.1 The removal of rust and the welding of new steel plates where required to latticed columns on the external and internal facades of the shed buildings.
- 3.2 The removal of rust and the welding of new steel plates where required to internal columns.
- 3.3 The removal of rust and the re-plumbing where required to internal columns.
- 3.4 The removal of rust and the welding of new steel plate where required to columns below the central roadway and supporting the edge of the outer decks.

4) Upper floor level

- 4.1 The removal of rust, the welding of stiffening plates and the bolting of new steel plates to areas of rust where required to upper roadway girder beams and stringers.

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- 4.2 The removal of rust, the welding of stiffening plates and the bolting of new steel plates to areas of rust where required to internal steel girder trusses and internal trussed joists.
- 4.3 The removal of rotor termite damaged timber flooring where required and its replacement with timber to match existing.

5) **Upper level storey posts**

A large number of the storey posts on the exposed facades had severe rot or termite damage, some to the degree that there was no structural connection remaining. Some storey posts were replaced to match existing, while the majority were replaced for a height of 1500 mm with a new steel jacket in the profile of the timber post and with the remaining timber above notched and housed into it.

6) **Roof structure**

- 6.1 Purlins- generally where roofing purlins were deemed structurally unsound due to termite or weathering they were replaced in new timber to match existing.
- 6.2 Roof truss top and bottom chords and web tie elements where deemed to be structurally deficient because of splitting or other damage, were repaired by the addition of bolted steel members such as plates and in some cases steel channels. These strengthening plates were painted in a colour to differentiate them as new building work.

7) **Upper central roadway**

- 7.1 Where the concrete roadway below the deteriorated bitumen has cracked and spalled, the surface was scabbled back for 50mm and prepared for the new waterproof membrane.
- 7.2 Where the concrete soffit has spalled, the loose and drummy concrete removed and a proprietary product used to fill the cavities.

HERITAGE FABRIC RECTIFICATION AND REPAIR WORKS

As part of the general repair and conservation work carried out on the wharf buildings during the adaptive reuse building works of 2001-2003, a document, *Heritage Facade Rectification Schedule* was prepared as part of the construction documentation. This set out in detailed bay-by-bay form all rectification and repair work to the external facade, including window and door joinery, timber weatherboarding and corrugated steel cladding. The heritage architects Otto Cserhalmi + Partners P/L also prepared a number of procedural documents for specific repair and rectification works. These *Heritage Action Plans*, which were issued to the contractor, included:

Heritage Action Plan 3 - Removal of cladding, framing and major elements Sheds 19, 20 & 21

This plan applied to the demolition, removal and storage of heritage cladding, timber framing, doors, windows and miscellaneous elements which were required to be removed either temporarily or permanently as part of the adaptive reuse building works.

Heritage Action Plan 4 - Methodology for repair of wharf superstructure including structural timbers, structural steel, cladding and roofing Sheds 19, 20 & 21

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This plan was prepared to ensure that a maximum amount of significant building fabric within the wharf superstructure was conserved, and where appropriate reused in other parts of the wharf buildings.

Heritage Action Plan 5 - Methodology for facade removal & reinstatement around latticed columns to ground floor levels of sheds 19, 20 & 2 I

This plan was prepared to ensure that minimum damage was incurred and a maximum amount of heritage fabric was retained in the process of repairing the steel latticed columns at the ground floor level.

Heritage Action Plan 6 - Methodology for facade removal and reinstatement around storey posts to first floor levels of sheds 19, 20 & 2 I - Storey post replacement up to 1500mm

This plan was prepared to ensure that minimum damage was incurred and a maximum amount of heritage fabric was retained in the process of repairing, or replacing with steel in some cases, the termite and rot damaged storey posts at the upper level.

Heritage Action Plan 7 - Methodology for facade removal & reinstatement around storey posts to first floor levels of sheds 19, 20 & 2 I - Full height storey post replacement

This plan was prepared to ensure that minimum damage was incurred and a maximum amount of heritage fabric was retained in the process of repairing the termite and rot damaged storey posts at the upper level.

Heritage Action Plan 8 - Methodology for repair and replacement of structural timber and steel members at apron edge

Prepared to ensure that in the process of repairing and upgrading the timber and steel elements at the wharf apron edge they matched the existing as close as possible.

Heritage Action Plan 12 - Methodology for demolition work and removal of external items on masonry walls of existing shoreshed

Prepared to ensure that the minimum amount of significant heritage was removed or damaged in the process of part demolition of the eastern shoreshed building.

INTERNAL ALTERATIONS AND ADDITIONS

Immediately prior to the 2001-2003 adaptive reuse building works, the wharf shed buildings were occupied by a number of low-rent temporary tenants, not associated with any of the earlier uses of the wharf buildings. This occupation was reflected in the division of the sheds by a number of makeshift inter-tenancy walls constructed from timber, corrugated iron chainwire mesh and plasterboard on studs. In the northern third of the upper level of Shed 20 a fitout for overseas passenger facilities carried out by the Maritime Services Board in the late 1960s remained, although extensively altered by subsequent tenants. It was likely these later tenants were responsible for a number of unsympathetic alterations and additions to the heritage fabric (eg the indiscriminate painting of timber slatted screens and the cutting of access holes into deadhouse screens).

Other than the additions and alterations outlined above, the other substantial changes to the original shed buildings which remained at the time of adaptive reuse building works were located at the ends of the sheds at the central breezeway. These alterations and additions of the mid 1960s, were again carried out by the Maritime Services Board. They

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comprised portworkers amenities and facilities as well as customs offices and were housed on new concrete mezzanine floors constructed at the end bays of the sheds at the central breezeway. None of these concrete mezzanines and associated works were considered of great heritage significance and were demolished as part of the new works. They have been archivally photographed and copies of original drawings remain with the Sydney Ports Authority.

The new internal works involved the insertion of new mezzanine floors into both the lower and upper deck levels as new commercial office floor space. The design of these new floors reflected the policies of the existing Conservation Plan as to the degree of intervention permitted in each of the shed buildings.

Shed 19 and Shed 21 southern half - upper and lower deck levels

At the lower deck level new tenancy subdivisions were created at 22 metre intervals, or three structural bays. A mezzanine with a central void and access stair was constructed within these tenancy divisions (refer photos below). Wet areas and plantrooms were enclosed within partitions at the end of each tenancy. On the upper deck this design principle was repeated, except that at this level a further loft floor was inserted within the zone of the timber roof trusses. In shed 19, between grids I and 10, the space was left open, with no subdivisions, which created a large volumetric space suitable for the restaurant tenancy.

Shed 20 and Shed 21 northern half - upper and lower deck levels

At the northern half of the wharf building complex the Conservation Plan allows greater intervention than in the southern half. At the lower deck level inter-tenancy subdivisions generally occur at single and half bay intervals with each tenancy having an introduced mezzanine floor extending over a full bay with an intervening void. At the upper deck level a similar pattern of intervention continues with an extra loft mezzanine being introduced within the roof truss zone.

All these mezzanine floors are supported on new steel structure, with much of the added superimposed loads carried on the new ground floor slab. This has meant that the internal mezzanine structure is easily reversible.

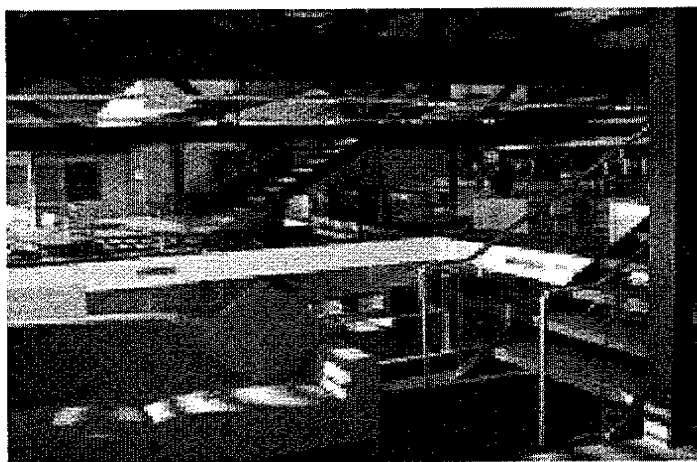


Fig. 5.12 - 2001-2003 adaptive reuse works showing typical three bay subdivision tenancy in upper levels Sheds 19 and 20

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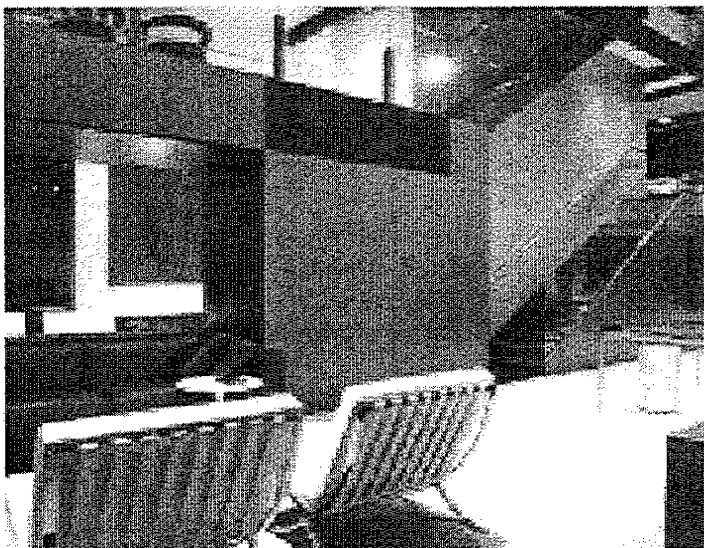


Fig. 5.13 - 2001-2003 adaptive reuse works showing typical single bay subdivision tenancy in Sheds 20 and 21



Fig. 5.14 - 2001-2003 adaptive reuse works showing typical three bay subdivision tenancy in upper levels Sheds 19 and 20

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Fig. 5.15 - 2001-2003 adaptive reuse works showing typical three bay subdivision tenancy in upper levels Sheds 19 and 20



Fig. 5.16 - 2001-2003 adaptive reuse works showing typical three bay subdivision tenancy in upper levels Sheds 19 and 20

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Fig. 5.17 -2001-2003 adaptive reuse works showing typical single bay subdivision tenancy in Sheds 20 and 21



Fig. 5.18 - 2001-2003 adaptive reuse works showing tenancy in which a heritage slatted screen is located.

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6.0 ANALYSIS OF EVIDENCE & EVALUATION OF SIGNIFICANCE

6.1 THE CONCEPT OF CULTURAL SIGNIFICANCE

Article 1.1 of *The Burra Charter* defines Cultural Significance as "the aesthetic, historic, scientific/ technical or social value for past, present or future generations." The general approach to assessing the cultural significance is based on that developed by Dr. James Kerr in *The Conservation Plan*, and relies on the following aspects:

- Demonstrative Ability of a place to demonstrate its past and present through physical evidence (of philosophy, custom or design, process, use, taste, techniques and materials or events).
- Associational Value and links without discoverable physical evidence (association with event or development, impact of persons on place or of place on persons, or mythological or symbolic association).
- Formal or Aesthetic Value and qualities (scale, form, materials and texture, relationships and views, and other non visual sensory qualities).

6.2 EVALUATION CRITERIA

The NSW Heritage Office Criteria for assessing heritage significance are broadly consistent with the criteria contained in *The Burro Charter*. The following are The NSW Heritage Assessment Criteria for local and state heritage significance:

Criterion	LOCAL	STATE
A Course or Pattern of History	An item is important in the course, or pattern, of the local area's cultural or natural history.	An item is important in the course, or pattern, of NSW's cultural or natural history.
B Association of life or works	An item has a strong or special association with the life or works of a person, or group of persons, of importance in the cultural or natural history of the local area.	A item has strong or special association with the life or works of a person, or group of persons, of importance in NSW's cultural or natural history.
C Aesthetic characteristics	An item is important in demonstrating aesthetic characteristics and/or a high degree of creative or technical achievement in the local area.	An item is important in demonstrating aesthetic characteristics and/or a high degree of creative or technical achievement in NSW.
D Cultural, Social or Spiritual Associations	An item has strong or special association with a particular community or cultural group in the area for social, cultural or spiritual reasons.	An item has strong or special association with a particular community or cultural group in NSW for social, cultural or spiritual reasons.

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Criterion	LOCAL	STATE
E Contribute to an understanding	An item has potential to yield information that will contribute to an understanding of the area's cultural or natural history.	An item has potential to yield information that will contribute to an understanding of NSW's cultural or natural history.
F Uncommon, rare or endangered	An item possesses uncommon, rare or endangered aspects of the area's cultural or natural history.	An item possesses uncommon, rare or endangered aspects of NSW's cultural or natural history.
G Demonstrating principle characteristics	An item is important in demonstrating the principal characteristics of a class of the local area's: <ul style="list-style-type: none"> • Cultural or natural places; • Cultural or natural environments. 	An item is important in demonstrating the principal characteristics of a class of NSW's: <ul style="list-style-type: none"> • Cultural or natural places; • Cultural or natural environments.

These criteria have been designed to facilitate listing on the State Heritage Register. It should be noted that an item is not to be excluded from the Register on the grounds that items with similar characteristics have already been listed.

It should also be noted that these Heritage Office criteria now exclude Regional Significance.

Criterion	LOCAL	STATE
A COURSE OR PATTERN OF HISTORY	<ul style="list-style-type: none"> • Shows evidence of a significant human activity • Is associated with a significant activity or historical phase • Maintains or shows the continuity of a historical process or activity 	<ul style="list-style-type: none"> • Has incidental or unsubstantiated connections with historically important activities or processes; • Provides evidence of activities or processes that are of dubious historical importance; • Has been so altered that it can no longer provide evidence of a particular association.
B ASSOCIATION OF LIFE OR WORKS	<ul style="list-style-type: none"> • Shows evidence of significant human occupation; • Is associated with a significant event or person; 	<ul style="list-style-type: none"> • Has incidental or unsubstantiated connections with historically important people or events; • Provides evidence of

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Criterion	LOCAL	STATE
C AESTHETIC CHARACTERISTICS	<ul style="list-style-type: none">• Shows or is associated with, creative or technical innovation or achievement;• Is the inspiration for a creative or technical innovation or achievement;• Is aesthetically distinctive;• Has landmark qualities;• Exemplifies a particular taste, style or technology.	<p>people or events that are of dubious historical importance;</p> <ul style="list-style-type: none">• Has been so altered that it can no longer provide evidence of a particular association.• Is not a major work by an important designer or artist;• Has lost its design or technical integrity;• Its positive visual or sensory appeal or landmark and scenic qualities have been more than temporarily degraded;• Has only a loose association with a creative or technical achievement.
D CULTURAL, SOCIAL OR SPIRITUAL ASSOCIATIONS	<ul style="list-style-type: none">• Is important for its associations with an identifiable group;• Is important to a community's sense of place.	<ul style="list-style-type: none">• Is only important to a community for its amenity reasons• Is retained only in preference to a proposed alternative.
E CONTRIBUTE TO AN UNDERSTANDING	<ul style="list-style-type: none">• Has the potential to yield new or further substantial scientific and/or archaeological information;• Is an important benchmark or reference site or type;• Provides evidence of past human cultures that is unavailable elsewhere.	<ul style="list-style-type: none">• Has little archaeological or research potential;• Only contains information that is readily available from another resource or archaeological source;• The knowledge gained would be irrelevant to research on science, human history or culture.

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Criterion	LOCAL	STATE
F UNCOMMON, RARE OR ENDANGERED	<ul style="list-style-type: none">• Provides evidence of a defunct custom, way or life or process;• demonstrates a process, custom or other human activity that is in danger of being lost;• shows unusually accurate evidence of a significant human activity;• is the only example of its type; demonstrates designs or techniques of exceptional interest;• shows rare evidence of a significant human activity important to a community.	<ul style="list-style-type: none">• is not rare;• is numerous but under threat.
G DEMONSTRATING PRINCIPLE CHARACTERISTICS	<ul style="list-style-type: none">• Is a fine example of its type;• has the potential characteristics of an important class or group of items;• has attributes typical of a particular way of life, philosophy, custom, significant process, design, technique or activity;• is a significant variation to a class of items;• is part of a group which collectively illustrates a representative type;• is outstanding because of its setting, condition or size;• is outstanding because of the esteem in which it is held.	<ul style="list-style-type: none">• Is a poor example of its type• does not include or has lost the range of characteristics of a type;• does not represent well the characteristics that make up a significant variation of a type.

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6.3 COORDINATION AND ANALYSIS OF EVIDENCE

The coordination and analysis of both documentary and physical evidence of the Jones Bay Wharf and the application of significance criteria has revealed the following aspects of cultural significance of the place.

Because the 2001-2003 adaptive reuse of the wharf buildings has not substantially changed the aspects of cultural significance, the original 1996 conservation plan prepared by Howard Tanner & Associates has been heavily drawn upon for the statements of significance. Accompanying discussions which follow are generally taken from the 1998 CMP by Design 5 Architects.

CRITERION A

Importance in the course or pattern of history in the area's cultural or natural history.

*Jones Bay Wharf demonstrates the development of Sydney as an international port during the period 1911 -1919, along with **other comparable facilities** surviving at Woolloomooloo and Walsh Bays. The functional planning linked warehouses to ship, trains and road vehicles is of interest.*

Sydney's finger wharves provide important physical evidence of the magnitude of the building program undertaken during the first years of the Sydney Harbour Trust and now provide evidence of the needs of a changing society by its adaptive reuse as commercial offices.

Jones Bay was one of the first wharves planned and built by the Sydney Harbour Trust and its importance can be gauged by the trust's determination to complete it despite interruptions caused by World War I. It was part of the trust's plans for the extensive development of Pyrmont and Darling Harbour to provide for Sydney's growth.

Special mention needs to be made of the existing shore building. It is the only surviving original office building on this wharf and was the only office component until the shore sheds on the other side were converted to offices. It formed a significant component of the function of the finger wharf and part of it remained in use as offices prior to the recent adaptive reuse building works. It was built of brick being different to the main wharf sheds. It is consistent with many of the other Sydney Harbour Trust wharf structures which once lined the southern side of the harbour. It is also related in its characteristics to the surviving shore sheds at Walsh Bay, however, it is a much smaller example than these.

The Jones Bay Wharf is a reminder of the history of Pyrmont and its development as a working class industrial suburb close to Sydney's urban centre and a part of Sydney Harbour. Its construction and engineering helps explain the history of land reclamation and restructuring that has created the landform visible today. Its adaptive reuse as commercial offices at the end of the 20th century demonstrates the changing needs of society.

CRITERION B

Strong or special association with life or works of a person, or group of persons, of importance in the cultural or natural history of the area.

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The structure is associated with prominent people through the Sydney Harbour Trust, including H. D. Walsh, chief engineer.

The establishment of the Sydney Harbour Trust in 1901 brought together some outstanding engineers who have left a substantial heritage of wharfage. When they built finger wharves, firstly at Darling Harbour and Walsh Bay, they used practices prevailing overseas and adapted them to local material. They also designed structures that accommodated the limitations and advantages of individual sites and landforms rather than, as is the present practice, removed physical irregularities to create an easily utilised site.

CRITERION C

Importance in demonstrating aesthetic characteristics and/or a high degree of creative or technical achievement.

Jones Bay Wharf, Berths 19-21 at Pyrmont makes an important contribution to the overall visual qualities of the remaining set of finger wharves on Sydney Harbour, as it provides a continuity of the classic modular design, now only seen at a few discrete sites in the harbour. This finger wharf is a prominent landmark within the harbour, which provides an important visual transition between the harbour and the developed Pyrmont peninsular beyond.

The long, robustly detailed elevations provide a horizontal, modulated form of strong architectural character. With the adaptive reuse of the interiors as commercial office suites, the scale and majesty of the internal spaces are lost to some degree, but the innovative design of void spaces within the new suites has enabled some of the scale of the original structure to be appreciated.

All of Sydney's remaining finger wharves share a common modular design and use of materials and they form a unique group of industrial structures. They are all good examples of large scale industrial structures with original Federation detailing intact. This wharf now constitutes one of a small group of wharves in Sydney Harbour adaptively changed for new uses.

CRITERION D

Strong or special associations with a particular community or cultural group in the area for social, cultural or spiritual reasons.

The Jones Bay Wharf has supported a variety of uses over the last 75 years especially by providing employment for hundreds of stevedores and handling millions of tonnes of goods. The wharf itself has strong associations with the stevedores who worked there as is illustrated vividly in the interpretive display at the wharf.

CRITERION E

Has the potential to yield information that will contribute to an understanding of the area's cultural or natural history.

Jones Bay Wharf, Berths 19-21 is a major remnant of the former maritime/industrial use of Jones Bay and the Pyrmont peninsular. The wharf therefore has direct association with the working history of this inner city suburb. It is the sole survivor of a set of wharves which once extended down the eastern

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shore of Darling Harbour. The wharf also has social value as a result of its more contemporary use as an overseas passenger terminal.

The Jones Bay Wharf was used for troop carriers in World War II and Berth 20 was subsequently converted for passenger ship use.

The Jones Bay Wharf is a unique facility that provides warehousing linking rail, road and sea transportation.

It was the staging point for Australian troops leaving for combat in World War II and it was the point of entry into Australia of many migrants after World War II.

Its current use demonstrates the successful adaptive reuse of a finger wharf for commercial purposes.

CRITERION F

Possesses uncommon, rare or endangered aspects of the area's cultural or natural history.

Jones Bay Wharf, Berths 19-21 is the sole traditional finger wharf, complete with wharf and shore sheds, remaining in Jones Bay and Pyrmont. The wharf has significant historical and technological links with the Darling Harbour Goods Yard and railway line which was an important initiative in constructing an integrated link between the two transport technologies. The wharf is a rare remnant of a period of wharf construction which was crucial to the development and emergence of Australia as an international trading nation.

The rail link of the Pyrmont and Jones Bay wharves to the Darling Harbour rail yards makes them unique among the wharves constructed by the Sydney Harbour Trust. This rail link was part of the expansion of the NSW railway system. It was designed to handle wool and wheat for export and was the terminus for many rail lines.

The Jones Bay Wharf is the only wharf which retains these rail lines. In the last several decades, once important wharves at Pyrmont, Darling Harbour, Woolloomooloo and Walsh

Bay have either been demolished or are in the process of substantial redevelopment. In its recent *Heritage Study of 19th and Early 20th Century Trading Wharves*, the National Trust has listed Berths 19-21 among the three most significant and threatened, wharf sites in Sydney Harbour. The other two sites are Woolloomooloo and Walsh Bay.

CRITERION G

An item important in demonstrating principle characteristics of a class of the area's

- cultural or natural places
- cultural or natural environments.

This wharf is unique in Sydney because of the early use of concrete in its construction. The wharf demonstrates a significant use of natural features, most

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noticeably in the exploitation of the topography which required extensive excavation and the use of concrete reinforcement and bridges to provide for free movement of wagons for loading and unloading. The modular design of the wharf, and its relationship to the surrounding topographic features, demonstrate the application of newly available technologies and building techniques to Australian conditions.

Its use of reinforced concrete, hardwood, steel lattice columns, riveted steel girders, bow-string steel trusses, in combination, make it an innovative structure. The glazed the oculi or lightwells set in the upper roadway are also of interest.

Jones Bay Wharf is typical of the construction of the period. The following details are taken from an engineering description within the report prepared by Howard Tanner & Associates. The wharf is a tripartite structure occupying a core plinth of landfill and peripheral timber hardwood piles and linked to Bayview Street by a riveted steel bridge (secured by land ties) and supporting a two-level structure above. This, in part, follows the normal construction of filled ground behind precast walls. (These precast sea walls were a very early use of reinforced concrete and were originally developed to provide rat-proof walling under wharves following the bubonic plague outbreak in 1900. It is typical of all the early twentieth century wharf construction methods.)

The wharf comprises a piled deck area around a central rubble mound of sandstone fill. The wharf deck is of reinforced concrete construction over concrete encased steel headstocks and girders. The headstocks and girders are supported on concrete encased timber piles. The timber piles are founded in a stiff clay layer typically at about R. L. - 18m AHD, with the concrete encasing of the piles extending to below the top of the ballast fill.

The centre mound of sandstone fill is approximately 50 metres wide. On the landwards or southern end of the wharf, the central mound is retained by a trestle and plate seawall, whilst a mass concrete seawall has been used toward the northern end of the facility and around the wharf head. The seawalls are founded at the crest of a submerged ballast batter formed at approximately 35⁰.

The piles supporting the superstructure are stabilised along the line of the seawall by land ties connected to deadman anchor blocks located within the central access road.

6.4 STATEMENT OF CULTURAL SIGNIFICANCE

The following statements clearly set out the Cultural Significance (also known as Heritage Significance), of the Jones Bay Wharf. They take into account the various aspects of this significance and have been revised and adapted from the 1996 conservation plan prepared by Howard Tanner & Associates for the City West Development Corporation.

SUMMARY STATEMENT OF SIGNIFICANCE

The Jones Bay Wharf, Berths 19-21 is of exceptional (state) significance as a remarkable port structure, whose size and classical modular design make it a landmark for Pyrmont and Sydney Harbour. It is now a rare and significantly intact example of early twentieth century wharf construction and is unique in the Sydney region for its very early use of reinforced concrete. The wharf is also unique in that

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it retains in its fabric and configuration, evidence of its linking of rail, road and sea transportation. Since its completion in 1919, this wharf has played an important role in significant historical events and the development of Australia's international trade and retains physical evidence of these various uses.

PRIMARY SIGNIFICANCE

The Jones Bay Wharf is of exceptional (state) cultural significance as a remarkable port structure, whose size and classical modular design make it a landmark for Pyrmont and Darling Harbour specifically, and Sydney Harbour generally.

Despite the loss of certain features and the recent adaptive building works, the Jones Bay Wharf is a relatively complete and intact example of early twentieth century waterfront technology at its most developed. Its early use of reinforced concrete make it a unique wharf structure in the Sydney region. This, together with the use of steel lattice columns, riveted steel girders, bow-string steel trusses, and hardwood, all in combination, make it a highly innovative structure for its time.

The Jones Bay Wharf survives as a unique waterfront facility in Sydney Harbour, retaining in its fabric and configuration, evidence of its linking of rail, road, and sea transportation. The rail connections with the state rail network were integral to the wharfs design and electric capstans enabled direct wagon shunting on the wharf. Electric lighting and handling facilities such as lifts, cranes and mobile gantries allowed efficient loading to both upper and lower levels. No other wharfage group displays the full range of facilities as is at the Jones Bay Finger Wharf.

The Jones Bay Wharf is an integral part of our maritime history and forms a key element of the historic Pyrmont waterfront. It retains significant associations with the development of Australia's foreign trade and associated waterfront industries. It has supported a variety of uses over the past 75 years, handling millions of tonnes of goods and providing employment for hundreds of stevedores.

The Jones Bay Wharf also retains significant associations with major events in Australia's history. It is one of the staging points for Australian troops leaving for combat in World War II and also a point of entry into Australia for many migrants after World War II.

Jones Bay Wharf together with its adjacent elements, the royal Edward Victualling Yard, other early waterfront elements, the cliff face, bridges and Way's Terrace, forms a cohesive precinct with a strong and distinctive identity as part of a working harbour. It is the continuation of this maritime activity, combined with the associated extant structures, which gives the precinct a character and integrity almost unique in Sydney.

SECONDARY SIGNIFICANCE

Jones Bay Wharf is the sole traditional finger wharf, complete with wharf and shore sheds, remaining in Jones Bay and Pyrmont. The wharf includes a double row of two storeyed steel and timber sheds with central roadways to both levels, carried on fill with timber piles supporting the wharf aprons.

The surviving brick and timber shore shed, built as offices, formed a significant component of the function of the Jones Bay Wharf and part of it remained in use as offices prior to the 2001/2003 adaptive reuse works. It is the only surviving office

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building at this wharf, the timber office building on the other side of the central road bridge having been demolished in 1993. It is related in its characteristics to the surviving shore sheds at Walsh Bay, however, it is a much smaller example than these.

The Jones Bay Wharf is associated with prominent people through the Sydney Harbour Trust, including H.D Walsh, chief engineer.

7.0 CONSTRAINTS & OPPORTUNITIES

7.1 IMPLICATIONS OF HERITAGE SIGNIFICANCE

In order to formulate conservation policies and an implementation strategy for the Jones Bay Wharf, it is necessary to take into account a number of factors and constraints raised in this section of the document.

As noted in section 6.4 in the Statement of Cultural Significance, the Jones Bay Wharf has been identified as an item of state historic, social and aesthetic significance. Any unsympathetic works to the buildings or wharf structure, considered of heritage value, will be detrimental to the significance of the place. The maritime and industrial nature of the place are major characteristics which give the wharf significance and any additional development of the site should consider its impact on these values.

7.2 EXTERNAL REQUIREMENTS

The Jones Bay Wharf is the subject of various statutory instruments, which have an impact on the future uses and management of the site. These are set out in the sections below.

7.2.1 AUSTRALIAN HERITAGE COMMISSION

The Jones Bay Wharf, Berths 19-21 has been placed on the Register of The National Estate since October 1998 (see Appendix).

The official AHC Statement of Significance can be summarised as follows:

This wharf, built between 1911 and 1920, is one of a collection of wharves around Sydney Harbour which are the result of the first period of control and design of the commercial port areas of Sydney. The operation of the large wharves in Pyrmont has a major physical and social impact upon the surrounding area. The labour intensive wharves were central to the development of working class politics and their economic importance gave considerable influence to the labour unions associated with the dock workers. Wharf 19-21 Pyrmont like other similar wharves around Sydney Harbour (of which this is one of the largest and most sophisticated), demonstrates innovative design in its engineering and use of materials and proved to be efficient and practical facilities until changes in shopping and goods handling equipment led to its progressive obsolescence. In its day it was equipped with the most modern equipment available and represented the most advanced wharfage layout and construction.

The Australian Heritage Commission is a Federal Government body. Listing on its register imposes legal restrictions on the Commonwealth Government only, not on

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private individuals, private corporations, or on state or local governments within the State.

7.2.2 NSW HERITAGE COUNCIL

At the time of the registration of the Strata Management Statement no heritage order has been placed on the Jones Bay Wharf by the NSW Heritage Council. However, proposals involving alteration, disposal or demolition of items of state or regional significance, such as those listed in the regional environmental plans, (as well as those covered by heritage orders), should be referred to the Heritage Council through the NSW Heritage Office. The wharves and sheds are listed as heritage items in SREP 26 - City West and are included in the Pyrmont Point Master Plan. This requirement effectively means that the Heritage Office must endorse the conservation plan before it can be adopted by PlanningNSW.

Section 139 of the Heritage Act 1997 protects archaeological relics and this also applies to the site.

7.2.3 NATIONAL TRUST OF AUSTRALIA (NSW)

The place is listed by the National Trust of Australia (NSW) (see appendix).

In May 1980 the Jones Bay Wharf was listed as a single item for the following reasons:

These early 20th century finger wharves are unique in Sydney because of the early use of concrete in their construction. There is a use of natural features most noticeably in the exploitation of topography which required extensive excavation and use of concrete reinforcement and bridges to provide for free movement of wagons for loading and unloading and in the light wells of the sheds which provide natural daylight to the totally enclosed lower level.

The railway goods line to Darling Harbour Goods Yard links the wharves to the railway system of New South Wales and is a visual link between the two transport technologies. Finger wharves such as these are the only visually unifying feature, other than natural foliage, around Sydney Harbour.

It was also included within the Pyrmont/Ultimo Urban Conservation Area which was listed in November 1977 and revised in November 1980. The reasons for listing are given as:

The Pyrmont/Ultimo Urban Conservation Area must be preserved because of its important areas of representative 19th century housing and a group of wool store buildings unique in type and historically and architecturally of great significance for their size and concentration.

While the National Trust is a non-statutory body, its listings are highly regarded by government authorities. It is certain that the National Trust will be asked to comment on any development of the place, and their comments and recommendations will need to be addressed.

The trust does not advocate rigid and unnecessarily restrictive development controls with regard to listed items or places but recommends that their significance as part of the national, state or local heritage should be conserved through controls that allow, where necessary, for new and compatible development

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and associated works which respect the character of the place or item through enhancement rather than conflict.

7.2.4 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1919

The Jones Bay Wharf is located in the Ultimo-Pyrmont Precinct of the City West Area. This area is subject to the Sydney Regional Environmental Plan No. 26 - City West (SREP 26). It is also covered by the Pyrmont Point Master Plan and the Urban Development Plan for the Ultimo-Pyrmont Precinct, 1995 update.

Sydney Regional Environmental Plan No. 26 - City West (SREP 26) 1992.

The Jones Bay Wharf is listed in the SREP 26 in Schedule 4 - Heritage Items, as heritage item No. 99 *Wharves and Sheds, Wharf 19, 20, 21, Jones Bay Road.* (The road has since changed its name to Pirrama Road).

The aim of the SREP 26 is set out in the Planning Principles. Regarding heritage, the plan states:

The items of heritage significance are to be conserved and enhanced. New development is to respect the character of heritage items and conservation areas. The reuse of heritage buildings through adaptation is to be encouraged.

Regarding urban design and the public domain:

Development in City West is to enhance, complement and contribute to the development of the public domain in order to create a high quality physical environment for access, enjoyment and recreation for residents and workers.

Development in City West is to contribute to a high level of residential amenity and convenience.

In Division 3 of the plan, the planning principles for urban design include:

The heights and scale of new buildings are to respect existing buildings in the locality, particularly heritage items and buildings in conservation areas.

Development on the waterfront and on adjoining land is to maximise the environmental quality of those parts of the peninsular for all users.

Division 6 of the SREP applies to *Heritage Conservation*, and includes the following clauses.

General considerations

29. Development of or including a heritage item, in the vicinity of a heritage item, or within a conservation area, must be compatible with the conservation of the heritage significance of the item or the character of the conservation area.

Duty of consent authority

30. Before granting consent to any such development, the consent authority must consider the heritage significance of the item or conservation area and:

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- *the relevant architectural features of the item; or*
- *the character of the conservation area.*

Conservation plans

31 The consent authority may require a conservation plan to accompany an application for development consent relating to a heritage item.

Demolition of heritage items

32. Before granting consent to development which includes demolition of a heritage item, the consent authority must seek the views of the Heritage Council of New South Wales and consider any such views received within 28 days of the day on which notice of the proposed development was given to the Heritage Council.

The views of the Heritage Council need not be sought if

- *the development concerned consists only of a partial demolition of a heritage item; and*
- *in the opinion of the consent authority, the partial demolition will be of a minor nature and will not adversely affect the significance of the item.*

Potential archaeological sites

33. Before determining an application for consent to development on land identified in an urban development plan as a potential archaeological site, the consent authority may request a report on the likely impact of the development on any archaeological material.

It should be noted here that the Jones Bay Wharf site was identified as a potential historical archaeological site under the Urban Development Plan for the Ultimo-Pyrmont Precinct 1995, update, but was not included as such in the later Master Plan.

Under SREP 26 there are three land use zones which affect the Jones Bay Wharf. The wharf and sheds are zoned *Residential-Business*. The plan states in Division 4-17:

Only uses which the consent authority is satisfied are generally consistent with one or more of the zone objectives permissible in this zone.

The objectives of this zone are:

- *to encourage a wide range of residential, and commercial and educational uses; and*
- *to encourage a mix of land uses which is compatible with the achievement of a high quality residential environment and character; and*
- *to provide maximum opportunities for people to live and work in the one locality; and*

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- *to accommodate uses which generate employment opportunities; and*
- *to ensure that the total amount of employment generating development is compatible with the traffic capacity of the Precinct and adjoining areas; and*
- *to provide for public recreation and tourist facilities which take advantage of the locality and proximity to central Sydney and harbour locations.*

Consent is to be granted to development within this zone only if the consent authority is satisfied that carrying out the proposed development will be consistent with the planning principles for the relevant precinct and for City West, particularly residential provision and amenity.

It must be noted here that the plan defines residential use as excluding *a hotel, an apartment hotel, (suites of rooms or hired out without leases on a short term basis), or a motel*. It defines business use as *any form of development carried out for a commercial or educational purposes*.

Under SREP 26 a strip around the waterfront perimeter of Jones Bay Wharf is zoned as *Public Recreation*. The objectives of this zone include:

- *to provide public access to all parts of the public domain, especially waterfront areas and escarpments; and*
- *to provide for facilities which accommodate or are ancillary to recreation opportunities relating to the use of the public domain.*

The harbour area around the Jones Bay Wharf is zoned *Waterways*. The objectives of this zone include:

- *to provide for water-based and foreshore development which will contribute to the recreation and tourism potential of the locality; and*
- *to ensure that activities associated with development are compatible with the use of Darling Harbour and Johnston's Bay for commercial shipping and Navy and other functions; and*
- *to ensure that development on the waterways maintains or enhances the environment quality and amenity of the Precinct.*

Urban Development Plan for Ultimo-Pyrmont Precinct, 1995 update

As a master plan has since been prepared for this area, this Urban Development Plan has been superseded in this particular instance.

Pyrmont Point Master Plan

This master plan is intended to guide the type, scale and form of development in the precinct and must be read in conjunction with SREP 26 and the Urban Development Plan.

One of the objectives of the land use proposals in this plan is to *develop appropriate adaptive uses in heritage Piers 19-2 I, Jones Bay Wharf*.

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Under section 2.5 *Public Recreation*, an approximate area of 7,000 sq.m. around the east, north and west edges of Jones Bay Wharf is zoned Public Recreation.

Under section 3.2 *Pedestrian Network*, it is proposed to:

Provide a stair at Piers 19/20/21 on the north east side of the Jones Bay Bridge consistent with a conservation plan for the structure.

also to:

Provide barrier free access for disabled users where possible.

View corridors are identified and defined and integrated with the public domain network.

Section 4.4 deals with the heritage conservation and archaeological remains. The main objective is to *Evaluate and conserve valuable heritage items*. It provides for the conservation of the Jones Bay Wharf in accordance with a conservation plan, and *encourages the reuse through*

adaptation and modification.

Section 4.5 describes the principles of siting and built form for new development. Under this master plan the wharf is identified as development site C. The area to the south of Shed 21 is identified as a site for a new structure.

Development of this site shall maintain the general form, structure and fabric of the existing heritage Wharf as addressed in a Conservation Plan for the Wharf, to be prepared.

PROVISIONS

- i. Conserve, adapt and reuse Jones Bay Wharf in accordance with a future Conservation Plan.*
- ii. Develop new building/s in accordance with the principles in Figures 26, 27 to comply with a future Conservation Plan for Jones Bay Wharf and which:*
 - provide a maximum gross floor area of 2,500 sq.m in addition to the existing finger wharf buildings,*
 - provide publicly accessible stair access.*
- iii. Provide a gross floor area in accordance with a future Conservation Plan and to a maximum of 30,000 sq.m on Site C.*

The maximum envelope described for the new structure, proposes a continuation of the shape of the main wharf shed to the boundary with Pirrama Road. This envelope is not considered appropriate in the light of the findings of this conservation plan.

The appendix to this document, although not forming part of the adopted plan, provides background information on the framework for this document. As one of

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the key elements in its goal to provide a unified urban design concept for the Pyrmont Peninsular, heritage considerations are described as:

Retain and conserve significant buildings, street pattern, open spaces, topographical features, views to the harbour, and provide evidence of the historical nature of Pyrmont within an overall urban structure.

For the public domain:

Provide pedestrian connections and views to and from public open spaces and the water so that there is a coherent relationship between streets, urban parks and the foreshore.

Provide a continuously accessible waterfront.

Ensure vistas to major heritage items and reinforce views to water.

For land use:

Pyrmont will be a mixed-use working and living environment comprised of community and recreational facilities, a variety of parks and public urban spaces and a diverse range of retail, commercial, residential and harbourside uses.

Waterfront activities and uses will be maintained and reinforced where appropriate and compatible with residential uses and public access to the waterfront.

7.2.5 BUILDING CODE OF AUSTRALIA

The Building Code of Australia (BCA) is the principle document guiding all construction work in Australia. The BCA covers aspects of building such as structure, fire resistance, access and egress, fire fighting equipment, mechanical ventilation and certain aspects of health and amenity. Its provisions regarding fire and egress will be the most critical ones for the adaptive reuse of the Jones Bay Wharf.

Where compliance with the BCA may compromise the architectural integrity of the building and diminish its cultural significance, dispensation may be sought through the Fire Advisory Panel of the Heritage Council. The BCA does not necessarily apply to existing building and discretion should be used in its application to existing buildings. How the intent of the provisions is applied rather than the prescribed method will depend, to a large extent, on the skill and creativity of the consultant design team.

7.3 AUSTRALIAN ICOMOS (THE BURRA CHARTER)

Jones Bay Wharf, Berths I9-21 has been assessed in this report, and it has been identified as having a high degree of cultural significance. It is generally accepted, and in many cases mandatory, that all work on such places should be carried out in accordance with the principles of Australia ICOMOS Burra Charter 1999 (refer to Appendix). In particular, the following constraints which arise from the Articles of the Charter should be noted. Some of these are covered by other policies but where they are not, the relevant policy has been formulated below.

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- Provision should be made for the continuing security and maintenance of the place (Article 2).
- All conservation works is to be based on a respect for the existing fabric. Evidence of all phases of the history and use of the place should be kept *in situ*. Conservation action and development at the place should not distort the evidence provided by the fabric and should tend to assist rather than impede its interpretation (Article 3).
- Conservation should make use of all the disciplines which can contribute to the study and safeguarding of the place (Article 4. 1).
- Conservation of a place should take into account all aspects of its cultural significance (Article 5).
- Conservation requires the maintenance of an appropriate visual setting. No new construction, demolition or modification which would adversely affect appreciation or enjoyment of the place should be excluded (Article 8).
- Reconstruction is appropriate only where it is necessary for the survival of the place and its significant fabric. All reconstructed elements should be identifiable on close inspection as being new work (Articles 17 & 19).
- Adaptation of the fabric is acceptable where the conservation of the place cannot
- otherwise be achieved. Such adaptation should not substantially detract from the cultural significance of the place (Article 20).
- Fabric of cultural significance unavoidably removed in the process of adaptation must be kept safely to enable its future reinstatement (Article 22).
- The place must be fully recorded before any intervention or work commences. (Article 23).
- The individuals responsible and the procedures for making policy decisions on the place must be identified (Article 26).
- Appropriate professionals with conservation experience should be involved in advising and assisting the works at all stages. A log must be kept of all new evidence and additional decisions (Article 27).
- The records required by Articles 23, 25, 26 & 27 should be placed in a permanent archive and made publicly available (Article 28).
- All items of significance removed from the place should be professionally catalogued and protected (Article 29).

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7.4 IMPLICATIONS OF EXISTING CONDITION

As outlined in Section 5.0, Physical Evidence, much rectification and repair work has been carried out on the wharf buildings since 1996, the major work being carried out in the 2001/2003 adaptive reuse works. The following, shown in italics, are items of required work which were highlighted in the 1998 Conservation Plan. Following each entry is a summary of the work carried out to the same items in the 2001-2003 works.

The fill and piles below the north end of Shed 20 have subsided and the whole end of the building requires stabilisation and levelling.

The entire wharf shed buildings are now supported off new steel piles and a structural ground floor slab which has eradicated the subsidence problems. The superstructure itself has been re-levelled to some degree, but should not suffer again from any further significant movement..

The main wharf deck requires some repair and the introduction of more drainage holes to prevent water ponding.

Repairs to the lower deck have mainly occurred to the underside where concrete had been spalling and causing corrosion to reinforcement. More drainage outlets have been installed but some ponding will inevitably still occur.

Repairs are still required to the steel lattice columns facing the central roadway.

Steel lattice columns have been repaired throughout the building with new structural connections being made at lower deck level.

The central upper roadway has deteriorated and its cracked topping admits water into the reinforced concrete structure below.

A new waterproof membrane with asphalt topping has been applied to the upper roadway.

The existing brick shore shed and adjacent structures have extensive termite damage.

The shore shed building has been gutted internally and extensive repair and replacement of termite damaged timber has occurred throughout the complex.

The existing timber baulks and fender piers around the wharf perimeter have deteriorated and require repair.

Extensive replacement of timber members at the apron edge has been carried out.

For a more extensive summary of repair and rectification work carried out refer to Section 5.0.

The general state of the existing fabric and structure and the degree of structural repair and rectification of original fabric which has been carried out in recent years has made the wharf buildings into a structure capable of sustaining occupation well into the future as well as retaining its integrity as a heritage maritime place. This, of

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course, can only be a reality if a maintenance regimen as detailed in the Maintenance Inspection Plan is adhered to.

8.0 CONSERVATION POLICIES

This Conservation Management Plan aims to identify the cultural significance of the Jones Bay Wharf. The policies have been divided into sections, starting with planning and management issues, and then by broader issues relating to the setting, followed by more detailed policies regarding conservation, maintenance works and new adaptive works.

This document is intended to be used in the preparation of any future planning for the building as well as by consultants planning or documenting future works.

This section contains conservation policies aimed at ensuring future work will not result in a loss of the cultural significance of the place. The policies themselves are set out in italics and are accompanied by a short explanation of the reasoning behind the policy.

The policies and discussion generally follow those in the 1998 CMP, while others have been revised. Generally where policies have been revised and supersede those of the 1998 document it has resulted from implications arising from the 2001-2003 adaptive reuse works.

The conservation policies are set out as follows:

8.1 Conservation Management Plans Policy

This Conservation Management Plan

Methodology

Accessing the Conservation Management Plan

Review

8.2 Conservation Management Planning Policy

Continuity of Approach

Planning Instruments

Maintaining Records

8.3 Management Policy

Building Management

8.4 Conservation of the Setting Policy

8.5 Treatment of Fabric Policy

Conservation Works

Building Maintenance

- 8.6 Future Use Policy
- 8.7 New Works Policy
- 8.8 Interpretation Policy
- 8.9 Archaeology Policy

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8.1 CONSERVATION MANAGEMENT PLAN POLICY

THIS CONSERVATION MANAGEMENT PLAN

The long term conservation of the Jones Bay Wharf requires the implementation of both management and conservation strategies to provide for the retention and enhancement of its cultural significance. Following approval of the draft document by relevant stakeholders the CMP is to be submitted to the Sydney Harbour Foreshore Authority for adoption.

Policy 8.1.1

Use this Conservation Management Plan as a basis for the future management of the wharf buildings. This document should be submitted to the Sydney Harbour Foreshore Authority for adoption.

Policy 8.1.2

Apply this Conservation Management Plan during development and conservation works. Development applications should address the CMP.

METHODOLOGY

The Australia ICOMOS Charter for the Conservation of Places of Cultural Significance (The Burra Charter 1999) has been widely accepted across Australia as the underlying methodology by which all works to heritage buildings and sites are undertaken. Jones Bay Wharf has been identified as being an item of state heritage significance (see sections 7.0 & 8.0).

The definitions and terms of the Burra Charter are explained in Section 2.9. A copy of the Charter is contained in the Appendices at the end of this document.

Policy 8.1.3

Ensure conservation, maintenance and associated new works to the wharf buildings are undertaken in accordance with current conservation and planning methodologies.

- *the Australian ICOMOS Charter for the Conservation of Places of Cultural Significance Burra Charter 1999)*
- *this Conservation Management Plan*
- *all relevant planning instruments, such as the EP&A Act and the NSW Heritage Act 1977.*

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Policy 8.1.4

Retain the cultural significance of the place, including the aesthetic, historic and social, as set out in the Statement of Significance in this CMP.

Policy 8.1.5

Ensure the conservation of the place, using all the processes for care of the place including maintenance, preservation, restoration, adaptation and interpretation to retain the cultural significance embodied in its fabric, setting, use and associations.

Policy 8.1.6

The approach to the building fabric and contents is to be one of minimal intervention consistent with the place's conservation.

Policy 8.1.7

Change may be necessary to retain cultural significance, but it is undesirable where it reduces cultural significance (Burra Charter Article 15.1).

Policy 8.1.8

Ensure that changes, which reduce cultural significance, are reversible and are reversed when circumstances permit (Burra Charter Article 15.2).

ACCESSING THE CMP

As well as forming part of the Strata Management Statement which will be retained on site at the building manager's office, copies of the Conservation Management Plan are to be lodged with PlanningNSW (since June 2003 the Department of Infrastructure, Planning and Natural Resources), the Heritage Office of NSW, the State Library of NSW and the Sydney Harbour Foreshore Authority.

Policy 8.1.9

Ensure this Conservation Management Plan becomes a publicly accessible document. Public accessibility can be achieved through:

- ***lodging copies with Department of Infrastructure, Planning and Natural Resources, the Heritage Office of NSW and the Sydney Harbour Foreshore Authority***
- ***lodging copies in the State Library of NSW as well as other public libraries***
- ***publishing the document***
- ***making the document available on the Internet.***

REVIEW

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A regular review of the policies contained within this Conservation Management Plan, and their implementation, are to be undertaken as outlined in clause 10.3 of the Strata Management Statement. This review should aim to ensure that conservation methodology and practice is integrated, not only into the planning of new works and conservation works but also in the day to day maintenance and operation of the place.

Should any major change of use be proposed for the place, or if the management structure of the place changes, the CMP should be reviewed. It is possible that future adaptive reuse works will be required to maintain the economic viability of the wharf buildings, in which case the CMP should be reviewed.

It is also possible that additional documentary or physical evidence will come to light in the future. These discoveries may result in the need to reassess the conservation policies contained within this document. The relative significance of individual items may also change, as other similar items are substantially altered or destroyed.

Policy 8.1.10

Follow the procedures for regular review and updating of the CMP contained in clause 10.3 of the Strata Management Statement.

8.2 CONSERVATION MANAGEMENT PLANNING POLICY

CONTINUITY OF APPROACH

Incremental change overtime can result in the loss of cultural significance of a heritage item. The management of the heritage assets should include mechanisms for the management of change to that asset. The detailed conservation policies set out how current conservation methodology and practice should best be applied to this site and its individual components.

It is essential that there is a continuity of approach. Works to the wharf buildings should not be undertaken on an ad hoc basis. The Strata Management Statement requires that a single management body be responsible for administering the Conservation Management Plan. This body, the Building Management Committee, must ensure that it seeks regular professional advice from a Heritage Architect when interpreting the policies of the Conservation Management Plan.

Policy 8.2.1

Ensure continuity of approach to works at the Jones Bay Wharf, to manage incremental change and to prevent gradual loss of the character of the place as a whole.

Policy 8.2.2

All works to the wharf buildings are to be co-coordinated by the Building Management Committee. The Building Management Committee shall seek regular professional advice from a Heritage Architect when administering the Conservation Management Plan.

PLANNING INSTRUMENTS

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This Conservation Management Plan and its detailed policies should be consulted when preparing new, or amending existing planning instruments, master plans etc. that have the potential to impact upon the Jones Bay Wharf and its setting. These planning instruments should recognise the heritage significance of the building and its setting.

Policy 8.2.3

The cultural significance of the Jones Bay Finger Wharf should be recognised in future planning controls, master plans etc., which affect the place and its setting.

MAINTAINING RECORDS

It is essential that a record of changes to the Jones Bay Wharf be maintained and archived. Recording should be undertaken whenever a modification to significant building fabric occurs. This includes maintenance work, as incremental change overtime can result in the gradual loss of significant fabric. The reasoning behind the selection of a particular conservation approach and the methodology and the scope of each major conservation project should also be recorded and archived. This recording of the methodology, and the scope of works, should then form the basis of future documentation for repair and maintenance works. These records should be maintained at the site and be the responsibility of the Building Management Committee. Copies of all consultant reports should also be retained.

A photographic record of works in progress should also be undertaken. Video recording of the site before, during and after works is desirable.

At the end of conservation, maintenance or building works, all of the records, including the progress photographs and any field notes should be archived.

Policy 8.2.4

The Building Management Committee shall maintain and archive a record of conservation and maintenance works, including the reasoning for particular works.

Policy 8.2.5

The Building Management Committee shall maintain a register of all works and their relevant approvals if required.

Policy 8.2.6

The Building Management Committee shall maintain an archive and catalogue of all documents, artefacts and studies in other media pertaining to the Jones Bay Wharf.

Policy 8.2.7

The Building Management Committee shall ensure all changes to significant fabric are recorded in accordance to recording guidelines issued by the Heritage Office.

8.3 MANAGEMENT POLICY

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These policies cover the area of management structures and their mechanisms. The existence of a management structure and an understanding of who is responsible for the implementation of the policies in the CMP is of utmost importance to the Jones Bay Wharf site. The Strata Management Statement sets out the management structure for the Jones Bay Wharf. The Building Management Committee will represent owners and occupants of the wharf and will support and carry out the policies of the Conservation Management Plan and be accountable to the relevant authority.

As well, a Management Plan should be prepared which guides and implements this overseeing process.

Policy 8.3.1

The Building Management Committee shall be responsible for all decisions affecting Jones Bay Wharf and shall be directly accountable to the relevant statutory body having authority for the place.

Policy 8.3.2

Appoint a "project coordinator" integrated into the site management structure, to implement the conservation policies contained in the CMP, including mechanisms for the short and long term conservation of the place. Ensure that the project coordinator liaises with a Heritage Architect who will report directly to the Building Management Committee on matters relating to the CMP and heritage conservation.

The long term conservation of the significance of the Jones Bay Wharf can only be achieved if all lessees and occupants of the place understand and support its value. In order to do this, every effort must be made to educate all concerned and make them aware of these values.

Policy 8.3.3

This document with its conservation policies will be attached to the Strata Management Statement and must guide any fitout or other development at the wharf.

8.4 CONSERVATION OF THE SETTING

The relationship between the Jones Bay Wharf, adjacent wharf areas and the Pymont peninsular is both historically and aesthetically significant. It is strengthened by the continued use of the Royal Edward Victualling Yard and until recently, the wharf, for maritime related activities. This relationship has been severely damaged to the west where the structures on Wharf 22 have been demolished and replaced with Pymont Point Park- As well traditional uses on Darling Island are giving way to new residential uses. These have compromised the industrial scale and maritime character of the area, although in the case of the park, provided much needed recreation space. The scale of the wharf is such that it benefits from having the other related structures near to it to give it context and scale. The association of the wharf with the railway is also fundamental to its understanding and significance, as well as its industrial, maritime character.

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Policy 8.4.1

The relationship of the wharf to the land form and buildings of Pyrmont, and to the water must be conserved.

Policy 8.4.2

The integrity and function of the Jones Bay Wharf as a significant component of an active maritime precinct must be conserved.

Policy 8.4.3

The industrial and maritime character of the wharf must be retained. The railway tracks on the outer aprons must be conserved so that the association of the wharf with the railway transport system not lost.

8.5 TREATMENT OF THE FABRIC

CONSERVATION WORKS

The following are general policies outlining solid principles for any conservation works carried out individually or as part of any future adaptive reuse building works.

Maximising the survival of original fabric is important to retain the building's authenticity and integrity. The retention of original fabric should be the first preference in any adaptive reuse works. Give maximum priority to those building elements of high heritage significance. Remove intrusive elements in the long term. A repository already exists on site for the storage of heritage fabric and should continue to be used should the circumstances arise.

Policy 8.5.1

Conserve significant existing fabric by repair, reconstruction and preservation. Individual elements should be conserved according to their significance.

Policy 8.5.2

Reconstructing elements to a known earlier state, for example removing additions, is acceptable only if it is required for conservation, if it enhances the significance, does not distort existing evidence and allows interpretation of the change.

Policy 8.5.3

Prioritise conservation action according to conservation needs. Address unstable fabric or deterioration which endangers significant fabric first.

Policy 8.5.4

Ensure that work on heritage fabric is carried out by tradespeople or professionals with demonstrated skills and experience in heritage building work, for example a conservation architect for technical matters concerning

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heritage fabric, masons for stonework, skilled bricklayers for brick repair, carpenters for timbers. Seek proof of their skill levels.

Policy 8.5.5

Employ traditional techniques in conservation work, but in some circumstances modern techniques may be used for which a firm scientific basis exists and which have been supported by a body of evidence.

Policy 8.5.6

If existing significant fabric has to be removed, for example in order to repair the structure, or to reveal aspects of the building's significance, it is to be recorded before any intervention is to take place and if applicable, a sample retained on site.

Policy 8.5.7

Stockpile in a repository on the wharf site any existing fabric removed from the structure and appropriate for future reuse. Protect from the elements, termite attack and ground moisture, salts and theft.

Policy 8.5.8

Remove intrusive elements which detract from the heritage significance of the place.

BUILDING MAINTENANCE

These general policies recognise that maintenance is an important conservation process. A long-term Maintenance Inspection Plan has been developed and coordinated with the management and usage of the place and is located in Appendix E of this CMP. It includes regular inspections, outlines who is responsible for various aspects of it and allows for prompt follow-up maintenance and repair if required. As well as the general heritage fabric, regular maintenance inspections, repair and conservation should be carried out on all the heritage items listed in Appendix E in this CMP. The Maintenance Inspection Plan should be subject to regular review.

Policy 8.5.9

Conserve the Jones Bay Wharf by stabilisation and continuing maintenance.

Policy 8.5.10

Preserve the building (in the short-term) where required by stabilising deterioration, including making watertight, structurally stable etc.

Policy 8.5.11

Preserve the building (in the longer-term) by continuing maintenance, the single most important process of conservation. Carry out maintenance inspections in accordance with The Maintenance Inspection Plan located in Appendix E of this CMP.

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Policy 8.5.12

Update the Maintenance Inspection Plan for the Jones Bay Wharf if and when required.

Policy 8.5.13

Provide adequate financial resources for the continued implementation of the Maintenance Inspection Plan.

Policy 8.5.14

Regular inspections and maintenance should be carried out by persons with demonstrated skills and experience in heritage building work.

Policy 8.5.15

Inspect the whole of the Jones Bay Wharf structure above the wharf deck in accordance with time intervals required by the Maintenance Inspection Plan by an appropriately qualified consultant to identify any issues or problems which may require attention or maintenance.

Policy 8.5.16

Ensure that an appropriately qualified consultant regularly inspects the wharf structure below the main deck at time intervals required by the Maintenance Inspection Plan to monitor the condition of the wharf and identify any issues or problems which may require attention or maintenance.

Policy 8.5.17

Ensure that an appropriately qualified consultant regularly inspects all the heritage items listed in Appendix E in this CMP at time intervals required by the Maintenance Inspection Plan to monitor their condition and identify any issues or problems which may require attention or maintenance.

Policy 8.5.18

All work carried out to or affecting significant fabric, whether it be capital works or maintenance, must be carried out by persons with demonstrated skills and experience in heritage building work. All such work should be guided by an appropriately qualified consultant with experience in heritage work of this nature.

8.6 FUTURE USE OF THE PLACE

The wharf buildings are currently adaptively reused as commercial office suites, with generally less intervention both externally and internally in the southern half, reflecting the conservation policies of the CMP.

Any proposed future use for the place must retain or enhance the identified significance of the place. This is supported by the provisions of the SREP 26 and the Pymont Point Master Plan.

Policy 8.6.1

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All future uses proposed for the Jones Bay Wharf must retain or enhance the significance of the place.

Generally those uses that retain maritime related activities (e.g. charter vessels and their offices) would be preferable to those that are unrelated to the harbour and so not make use of the wharves. Those uses that allow the exterior and interior to remain without alteration are preferable to those which require extensive alterations. Those uses which reduce the amount of the present subdivision in the northern half and reinstate existing cladding are preferable.

The uses discussed below are set out in order from most preferred (i.e. least impact) to least preferred (highest impact acceptable to retain significance). They cover the major anticipated potential uses. Uses other than those discussed below may be considered, but must be assessed against their impact on the significance of the place. A combination of uses may also be considered provided that the uses chosen are compatible and do not fragment the site.

Maritime related trades and commercial use.

Up until the time of the 2001-2003 adaptive reuse building works, the most recent major uses at the wharf included sailmaking, boat fit-out and repairs and Charter boat operations. These activities functioned alongside other non-maritime activities such as photographic and art studios.

To encourage the return of maritime related activities within structures which were originally built to house them, and to encourage the use of the apron edge in connection with these uses would be an ideal. Presently the wharf apron has facilities capable of berthing small to medium size vessels, and this use should be encouraged to continue.

Non maritime related commercial use.

Generally these uses, which is predominately the situation after the 2001-2003 alterations, will not be as strong in their association with the significance of the wharf as a maritime related facility. However, the present location of a restaurant at the northern end of Shed 2 I , and a cafe at the central rampway, both accessible to the public, increases the opportunity for public appreciation of the place and adds to the diversity of this area of the harbour.

Residential use.

Of all possible uses, it is residential use which would require the greatest intervention. This is due to the requirement for views, natural light, services and privacy. It is this use which will require substantial removal of external cladding to admit light and take advantage of views as well as dividing up the building and perimeter deck into separate private spaces. The division of the main sheds into smaller units, of either half, one, or two bays wide, will obscure the sense of the greater space and alter the character of the interior. The present division of spaces within the commercial units at the northern half of the complex should be regarded as the maximum number of allowable divisions.

Policy 8.6.2

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Those uses which retain maritime related activities are preferable to those that are unrelated to harbour activity. Those uses that allow the sheds to remain without further alterations or further subdivision are preferred. Those uses which allow the reduction in internal subdivisions and the reinstatement of cladding are more preferable.

Policy 8.6.3

The use of the existing berths for boat mooring as part of the primary function of the Jones Bay Wharf should continue.

8.7 NEW WORKS

The following are specific policies dealing with future works to the Jones Bay Wharf.

FINGER WHARF FORM

It is clear that the overall linear form, bulk and scale of the wharf buildings should be retained. Any proposal to change these will obviously diminish their strength and also their landmark qualities. The configuration of this particular finger wharf with its two level central road servicing the two-storeyed sheds on either side is unique in Sydney. Any use or proposal which interferes with the strength and singularity of this form and configuration would considerably diminish a major aspect of the significance of the place.

Policy 8.7.1

Retain and conserve the strength and simplicity of the external form of the wharf.

Policy 8.7.2

Retain and conserve the existing configuration of the finger wharf including the wharf deck, travelling gantries, sheds, perimeter upper deck, central two level roadway and bridge.

Any additions to the exterior of the main elevations of the wharf shed or infilling of the space below the upper perimeter deck would diminish the integrity and strength of the building and fragment its singular form.

Policy 8.7.3

No additions or in fills should be made to the east, north or west elevations of the wharf sheds.

CENTRAL UPPER ROADWAY

The two level roadway, running the full length of the building is a unique feature of the wharf. The upper level has survived with minor alterations and additions. The roadway surface was replaced with a waterproof membrane and a new asphalt layer in the 2001-2003 adaptive reuse building works. Along each side of the

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roadway new steel and timber walkways have reduced its overall width, although the walkways are easily reversible.

The scale and linearity of the central street at both levels is of particular interest. It is these spaces which visually and physically tie the length of the wharf together. It is important that nothing prevents an appreciation of the accentuated perspective view along their length from either end. It is also important that this view remains open ended on both levels.

Policy 8.7.4

Retain the configuration of the upper roadway, flanked by the shed loading bays and broad eaves, punctuated by the open lightwells and terminated by the original open balustrades.

Policy 8.7.5

The upper roadway space could be partially covered as long as the openness, continuity and integrity of the space as a working street are retained. The kerb and handrails around the lightwells may be replaced with more appropriate details, but should respect the industrial character of the place.

CENTRAL LOWER ROADWAY

The most striking elements of the lower level roadway are its sense of linearity and perspective towards the open ends, particularly to the north and the cross access road; the regularity and rhythm of the structural frame and shed doors; and the round ended openings to the upper road with their tiled and flared openings admitting dramatic shafts of light at regular intervals. This road gives a dramatic sense of the capacity and scale of this formerly large cargo handling facility. Along each side of the roadway new steel and timber walkways have reduced its overall width, although they are easily reversible.

Policy 8.7.6

The lower central roadway with its open ends, cross access, exposed structure and tiles lightwells must be preserved. The significance and perception of this space as an important working street must be retained.

The existing roadway surface is bitumen as was the original finish shown on the original drawings. During recent remediation work to the roadway both trachyte and concrete cobblestones were found beneath the bitumen finish. These were interpretively re-laid in the southern portion of the roadway.

Policy 8.7.7

Preserve the bitumen roadway. Preserve the early cobblestones where they have been re-laid.

The height of the roadway space has allowed new services to be installed in unobtrusive dark coloured cable trays on the underside of the upper roadway. This has not affected the visual drama of the street.

Policy 8.7.8

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In any future adaptive works, continue the practice of installing new services on the underside of the upper roadway.

EXTERNAL UPPER PERIMETER DECK

The whole of this structure has been repaired in the work< since 1995. All of the concrete loading deck had been replaced and the steel balustrades, timber beams, steel bow string trusses and columns below have been repaired. The handrail retains its earlier configuration, allowing it to be dropped to gain access to the moving gantries and ships. Much of it has been renewed but there are a number of panels of entirely original fabric, including the woven wire mesh. The evidence of wear and tear and use of the wharf has been removed with the replacement of the concrete and also the industrial nature reduced by the installation of timber decking in the northern half. The original balustrading has been modified by the addition of a BCA complying handrail. Fabric and wire divisions have been introduced between tenancies. These divisions should not be increased in number from those introduced in the 2001-2003 adaptive works.

Policy 8.7.9

Preserve the original surviving fabric of the perimeter decking in situ. Retain the sense of the open working wharf. Further fabric divisions should not be introduced.

EXTERNAL MAIN WHARF DECK

The access to the wharf has now changed with the rail yards and tracks removed in the Pyrmont area. Vehicles can still access the centre road at both levels as well as the wharf aprons, from the centre roadway.

The wharf has always served an industrial commercial function and as such has not given any pretence to landscaping or extra decoration. It has therefore always had hard surfaces such as the concrete deck and bitumen road with no soft landscaping or other elements which may impede its use.

Policy 8.7.10

The open nature of the lower deck concrete aprons should be retained with no structures around the perimeter other than sufficient fender detail to give some protection and secure mooring at the edge of the wharf.

Policy 8.7.11

The timber fender and iron bollard arrangement around the perimeter of the wharf is to be retained and conserved when required in or very close to its existing configuration.

A significant part of the decks are the railway tracks servicing the wharf, between the sheds and the perimeter of the wharf. This is the only wharf to retain these rails in any meaningful form. They have been replaced at some stage but have been relayed in the same configuration, with a short section of the earlier rails surviving in the far north east corner. Various access covers and other elements complete the

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picture of how they operated. Issues of public safety can be addressed by careful repair and filling the open rail grooves.

Any new elements placed on the wharfs should reinforce its industrial quality. They should be honest and functional pieces, well designed but with little extraneous decoration.

Policy 8.7.12

Preserve the concrete surface to the perimeter of the lower deck area, with all of the rail and crane tracks and other surviving elements intact. The grooves in the track can be filled with concrete but the track themselves should be visible. Concrete can be patched as long as the evidence provided by these tracks and the subdivision of the slabs in its traditional format is not obscured.

Trees and other planting should not be placed along the lower deck level of the wharf, these will only confuse the wharf structure which is out over the water at this point and not the place where trees are normally found. If any trees are to be planted they should be planted right at the shore end along next to the roadway where it is all fill and they will look more appropriate. The upper deck of the wharf should be kept as hard landscape for similar reasons.

Possible materials used for hard landscaping around the perimeter of the wharf at both levels and also on the upper roadway are concrete, timber, corrugated steel and stainless steel. Currently, timber decking has been installed in front of tenancies at both levels in the northern half while fabric and wire screens divide the tenancies from each other.

Policy 8.7.13

The industrial maritime quality of the precinct should be retained and not diminished in its integrity. Any new elements placed in the precinct should reinforce this quality. They should be honest and functional pieces, well designed but with little extraneous decoration. Possible materials for new elements are concrete, timber, corrugated steel, stainless steel and glass.

Policy 8.7.14

Trees and other planting should not be placed anywhere around the wharf deck. Trees may be planted at the shore end next to the roadway behind the line of the sea wall. The upper level of the wharf should also be kept as hard landscape both around the perimeter deck and on the central roadway.

The palisade fence to the bridge has been recently repaired. It is generally original material and of the same details as that shown on the original working drawings. This is also true of the elaborate railing at the north end of the upper central road. The detail of the railings to the upper perimeter deck dates from 1938 and demonstrates the way these rails were used. They should be retained.

New handrail details should be simple and consistent with the significance of the place. The plain handrail detail around the lightwells appear to be original and preferably should be preserved.

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Any new bridges, ramps, stairs, walkways etc. should not confuse the original arrangement of the building and structure. The new walkways, stairs and ramps to the edges of the central roadways constructed in the 2001-2003 works are built of steel and timber but do not confuse the original with new work

Policy 8.7.15

Preserve the original handrailing to the north end of the upper roadway and the palisade fence to the bridge. Preserve also the early detail and fabric of the railing to the upper deck. Ensure new walkways, ramps stairs, handrail details etc. are simple and consistent with the significance of the place and do not confuse the original with new work.

EXTERNAL LIGHTING ELEMENTS

Generally all the external lighting at the wharf was renewed at the time of the 2001-2003 adaptive building works, as the existing lighting was inadequate for its new uses. The new lighting is modern and functional in its design and is mounted unobtrusively on the existing structure. No freestanding lighting elements have been introduced. Lighting on standards should not be considered for lighting on the perimeter of the wharf, being totally inappropriate for a working wharf. Lights should preferably be mounted on the building. The shed numbers and north elevations are presently highlighted, which is appropriate.

Policy 8.7.16

New external lighting should not be mounted on standards and should not intrude upon the open nature of the wharf aprons. Lighting can be modern in design and mounted unobtrusively on the building. New lighting can be used to highlight and enhance the significant characteristics of the wharf structure.

EXTERNAL CLADDING

The modular design of the shed buildings arises as a direct result of the structural system, its repetition and the requirement of access giving rise to a consistent chequerboard pattern in the cladding. The existing cladding is significant and preferably should not be removed beyond the degree to which it has in the 2001 - 2003 adaptive reuse works. In the northern half of the wharf complex much more cladding has been removed than in the southern half, which generally complies with the policies of the 1998 Conservation Plan. Light and access on the upper floor is provided to some degree by simply opening the doors at every second bay. On the ground floor every bay has the capacity to be opened up. The access to light is not a problem where the tenancy is a large one, but should it occupy less than two bays, then the access to light and views becomes very limited and the demand to remove obstructions increases. This demand would reach its highest with residential use.

Policy 8.7.17

The external and internal configuration of a structural frame with cladding and opening panels applied in a regular chequerboard arrangement is to be respected, even if the configuration is altered. The rhythm of the elevations is also to be maintained. Generally the degree of removal of cladding and cargo

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doors carried out in typical bays of the 2001-2003 works should not be exceeded. The following typical bays should be used as a guide:

<i>Typical waterside bays upper level - southern half</i>	<i>Grids 6-8</i>
<i>Typical waterside bays upper level - northern half</i>	<i>Grids 32-34</i>
<i>Typical waterside bays lower level</i>	<i>Grids 32-34</i>
<i>Typical roadway bays upper level</i>	<i>Grids 10-12 (west elev.)</i>
<i>Typical roadway bays lower level</i>	<i>Grids 10-12 (west elev.)</i>

The small multi-paned sashes to the upper deck windows provide a strong variation to the larger scale of the other elements on the facades. Although some were reconstructed in the 2001-2003 works, a large number are the only original glazed elements to these elevations.

The northern end of the shed buildings is a most critical area affected by the possible loss of cladding. The ends of the sheds provide a strong and fitting front, like the bow of a ship, to the massive length of the sheds. The large berth numbers provide a clear statement of their address.

Policy 8.7.18

The multi-paned windows on the upper level of the wharf buildings should be retained and not altered. The cladding to the northern end of sheds 20 and 21 may be altered but the amount of cladding removed should not exceed that of the 2001-2003 alterations. The panelled gable ends with their painted berth numbers and flag masts must be preserved.

The removal of cladding in the 2001-2003 works required that extra waterproofing be built in, especially at the thresholds of the upper cargo doors. Keeping water out is especially critical over the structural steel members exposed below. Water entry along the upper perimeter interior will lead to rapid deterioration of the steel connections and structure below. As well, the removal of cladding on the northern half of the wharf has left timber studs and other wall framing members exposed to the sun and rain, leaving them vulnerable to decay.

Policy 8.7.19

All surfaces and structures exposed by the removal or alteration of cladding must be protected from risk of damage or deterioration by the elements. This is critical for the exposed steel structure below the first floor perimeter areas.

To address the problems of climate control and heritage values, the existing wharf sheds have a separate glazed wall constructed on the inside of the external facade walls. This solution allows the heritage facades and their detailing to remain unaffected by the need to condition the spaces or keep the weather out. This principle should be maintained in any future works.

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Policy 8.7.20

The principle of constructing a separate wall on the inside of the external facades of the shed buildings should be maintained in any future building works so that the existing external form is retained.

ROOF

It is inevitable that if the wharf building is to be adapted and reused, then services and ventilation will require openings in the roof to a greater or lesser extent. The 2001-2003 adaptive reuse building works required that more natural light enter the upper commercial suites than was available with the existing building design. This was achieved by the installation of roof lights on the internal slopes, along the central roadway. The Conservation Plan required that roof lights be confined to the internal slopes of the roofs.

The existing roof is read as a very long single element interrupted only by the fire walls and the ridge vents. Any openings in the outer roof slopes would fragment the strength of this element. The internal slopes are also read as singular elements but because they are generally viewed longitudinally, openings in the plane of the roof would interrupt this strength to a lesser degree.

Policy 8.7.21

No openings or additions are to be made in the external roof slope. All openings to the internal slopes are to be flush with the roof.

The 2001-2003 building works also required exhaust ducts to penetrate the roof at various intervals. These were placed, as for the roof lights, on the internal roof plane. Service ducts, pipes etc. will interrupt the roof plane, so to minimise their impact and also to strengthen their presence, any future service penetrations in the roof should be designed in an industrial manner and, if possible, be grouped so that their impact is contained. If possible, they should not rise above the ridge level.

Policy 8.7.22

Services and service penetrations through the roof must be confined to the internal slopes and designed in an industrial manner. If possible they should be grouped and not rise above the ridge line.

The ridge vents are strong industrial elements and should be retained. The ridge vents are presently utilised in the upper commercial units for the entry of natural light. It would also be possible to replace the solid sheeting on the top of these ridge vents with a glazed or translucent material, preferably corrugated like the remainder of the roof sheeting.

Policy 8.7.23

The original form and configuration of the ridge vents must be preserved. They may be further adapted for daylight or ventilation if f required.

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INTERNAL SPACES

The elements of major significance internally are the structure and the relatively open spaces, especially in the southern half where internal subdivisions are less frequent than in the northern half.

On the lower deck the steel structure is rare and innovative in wharf structure from this period. The structure in all cases has been left exposed in the 2001-2003 building works. In the southern half the perception and appreciation of the existing structure of the first floor above is greater because of the less frequent placement of subdivisions and the innovative use of full height void spaces. Presently the steel is protected by an intumescent paint and a sprinkler system. Should building regulations in regard to fire protection change and become more stringent in the future, all avenues should be pursued in regard to fire strategies to prevent the structure from being obscured from view.

Policy 8.7.24

Within any future fire strategy, which may be in response to changes in building regulations, all adaptive works should retain the structural system exposed to view.

The problem of sound insulation between floors is much greater with commercial offices than with the old maritime industrial use where greater noise levels were tolerated. A false ceiling to provide sound insulation would conceal the existing structure unless it was fitted to the underside of the timber flooring. For smoke isolation reasons, the present fire regulations mean that the timber floors cannot be left exposed both from above and below. The system adopted in the present building was the installation of a fibre cement boarding layer directly over the existing floor (this provided a smoke isolation layer between the floors) overlain by a raised timber floor on battens. This system allowed the existing floor to remain and be viewed uninterrupted from below.

Policy 8.7.25

The existing timber floors should be retained in situ. Both smoke and sound insulation should be achieved by creating barriers in the flooring above, so that the floor and structure are left exposed to view from below.

The 1998 Conservation Plan stipulated that greater intervention to the shed buildings could be carried out in the northern half than in the southern half. This was based on the premise that the northern end was where the greater demand for change would be required due to the location and views. The 2001-2003 building works reflect this policy with smaller units in the north and larger units in the south. The present subdivision of spaces and configuration of voids should be regarded as the maximum allowable for both the northern and southern halves of the wharf complex. If possible, in any future adaptive reuse works the frequency of subdivisions in the northern half should be reduced.

Policy 8.7.26

The present degree of internal intervention by the introduction of mezzanines and subdivisions should be regarded as the maximum allowable. Future

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adaptive reuse works should strive to reduce the number of subdivisions in the northern half of the wharf complex.

The original 'dead house' areas, slatted partitions and counterweighted gates are important components in interpreting the original use of the wharf. Those in their original configuration have been conserved and incorporated into the new commercial suites. Where the original screens were modified prior to the 2001-2003 works, they have been adapted and incorporated into the works e.g. the slatted screen on the wall in the Cafe adjacent to the central ramp in Shed 21.

Policy 8.7.27

The original slatted partitions and counterweighted doors for the 'dead houses' should be retained in situ.

Surviving original elements such as stairs and lifts are significant as they demonstrate the way the buildings were used and how goods were moved around. Only two of the original four lifts survive in the northern half of the complex. Both comprise open cages with the shaft enclosed by timber slats and wire mesh. In the recent building works the lift in Shed 20 occupies part of a public lobby, while the one in Shed 21 has become an office in a private tenancy. Both lifts have been conserved and repaired, although not with the lifts in working order.

Policy 8.7.28

The surviving lifts and their shafts should remain in situ and continue to be maintained and interpreted.

Other heritage items on the wharf have been conserved, adapted and used as interpretive devices. These include internal and external stairways, hatch openings, hatchways for wool bale chutes etc.

Policy 8.7.29

Continue to maintain existing interpretive devices such as original and early stairways, hatch openings etc.

In the northern half of the wharf, the cargo doors on the upper deck have been removed and are stored on site, in accordance with the policy which allows greater intervention in this half of the wharf complex. In the southern half of the wharf, the cargo doors have been retained and are held in open positions. In shed 19, the cargo doors are fully operable from grids I to 10 and a number of the cargo doors at the southern end of Shed 21 are in full operable condition. On the lower deck all the double hung cargo doors as well as the several roller shutters have been retained, and are held in open or semi-open positions to enable the entry of natural light. The highlight mesh over the cargo doors on the lower deck has generally been removed because of its poor condition. A representative sample has been retained in situ.

Policy 8.7.30

As a minimum the original cargo doors should be retained in their present configuration, total numbers and working order. Preferably in any future adaptive building works the cargo doors removed from the northern half should be reinstalled in full working order.

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8.8 INTERPRETATION

An interpretation centre exists and is in operation at the south end of Shed 19 and is readily accessible to the public. Interpretive signage is located at various points of the wharf complex such as the heritage lifts. An interpretation pamphlet also exists.

Policy 8.8.1

Continue to maintain and operate the Interpretation Room on the site and maintain its accessibility to the general public. Continue to maintain the existing interpretive signage. Ensure copies of the interpretation pamphlet continue to be available for issue to the public and occupants of the wharf buildings.

8.9 ARCHAEOLOGY POLICY

During the 2001-2003 adaptive reuse building works, two archaeological studies were carried out. One involved a maritime archaeological study of the harbour bed generally with the aims of locating and identifying any objects of cultural significance and also the surveying and recording of the condition of the substructure and batter beneath the centre of the wharf structure. The second study involved the monitoring and recording of the excavation for the new western shore shed building generally to locate the remains of the demolished shore shed building, the remains of the pre-1911 wharf and reclaimed land and any archaeological deposits on the pre- 1911 seabed.

For any future works which involve major works to the substructure which may disturb the harbour bed, or works which involve excavation of the ground at the southern end or the fill of the central roadways and sheds, a qualified archaeologist should be consulted to determine if an archaeological excavation permit is required.

Policy 8.9.1

Before undertaking any works to the substructure which may disturb the harbour bed, excavation of the ground at the southern end of the wharf buildings, or excavation of the central fill, advice should be sought from a qualified archaeologist.

Policy 8.9.2

If archaeological remains are unexpectedly disturbed, cease work and engage an archaeologist who will apply for an archaeological permit (Heritage Act, 1977 Amended 200 I) before any further work is undertaken.

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APPENDIX A

BURRA CHARTER

BURRA CHARTER

Review

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Background

Australia ICOMOS wishes to make clear that there is but one Burra Charter, namely the version adopted in 1999 and identified as such. The three previous versions are now archival documents and are not authorised by Australia ICOMOS. Anyone proclaiming to use the 1988 version (or any version other than that adopted in November 1999) is not using the Burra Charter as understood by Australia ICOMOS. Initial references to the Burra Charter should be in the form of the Australia ICOMOS Burra Charter, 1999 after which the short form (Burra Charter) will suffice.

Australia ICOMOS Burra Charter has recently been through an extensive process of review that has resulted in a revised version of the document. The purpose of this revision was to bring it up to date with best practice.

Australia ICOMOS (International Council on Monuments and Sites), the peak body of professionals working in heritage conservation, adopted revisions to the Burra Charter at its AGM in November 1999.

The revisions take account of advances in conservation practice that have occurred over the decade since the Charter was last updated. Prominent among the changes are the recognition of less tangible aspects of cultural significance including those embodied in the use of heritage places, associations with a place and the meanings that places have for people.

The Charter recognises the need to involve people in the decision-making process, particularly those that have strong associations with a place. These might be as patrons of the corner store, as workers in a factory or as community guardians of places of special value, whether of indigenous or European origin.

The planning process that guides decision-making for heritage places has been much improved, with a flowchart included in the document to make it clearer.

With the adoption of the 1999 revisions, the previous (1988) version of the Charter has now been superseded and joins the 1981 and 1979 versions as archival documents recording the development of conservation philosophy in Australia.

Australia ICOMOS is currently developing a strategy for disseminating the Burra Charter, developing training modules to introduce the new document.

If you have further inquiries about the review process itself, the revised document, or any other issues concerning the Burra Charter please contact:

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The Burra Charter

The Australia ICOMOS charter for the conservation of places of cultural significance

Preamble

Considering the International Charter for the Conservation and Restoration of Monuments and Sites (Venice 1964), and the Resolutions of the 5th General Assembly of the International Council on Monuments and Sites (ICOMOS) (Moscow 1978), the Burra Charter was adopted by Australia ICOMOS (the Australian National Committee of ICOMOS) on 19 August 1979 at Burra, South Australia. Revisions were adopted on 23 February 1981, 23 April 1988 and 26 November 1999.

The Burra Charter provides guidance for the conservation and management of places of cultural significance (cultural heritage places), and is based on the knowledge and experience of Australia ICOMOS members.

Conservation is an integral part of the management of places of cultural significance and is an ongoing responsibility.

Who is the Charter for?

The Charter sets a standard of practice for those who provide advice, make decisions about, or undertake works to places of cultural significance, including owners, managers and custodians.

Using the Charter

The Charter should be read as a whole. Many articles are interdependent. Articles in the Conservation Principles section are often further developed in the Conservation Processes and Conservation Practice sections. Headings have been included for ease of reading but do not form part of the Charter. The Charter is self-contained, but aspects of its use and application are further explained in the following Australia ICOMOS documents:

- Guidelines to the Burra Charter: Cultural Significance;
- Guidelines to the Burra Charter: Conservation Policy;
- Guidelines to the Burra Charter: Procedures for Undertaking Studies and Reports;
- Code on the Ethics of Coexistence in Conserving Significant Places.

What places does the Charter apply to?

The Charter can be applied to all types of places of cultural significance including natural, indigenous and historic places with cultural values.

The standards of other organisations may also be relevant. These include the Australian Natural Heritage Charter and the Draft Guidelines for the Protection, Management and Use of Aboriginal and Torres Strait Islander Cultural Heritage Places.

Why conserve?

Places of cultural significance enrich people's lives, often providing a deep and inspirational sense of connection to community and landscape, to the past and to lived experiences. They are historical records, that are important as tangible expressions of

Australian identity and experience. Places of cultural significance reflect the diversity of our communities, telling us about who we are and the past that has formed us and the Australian landscape. They are irreplaceable and precious.

These places of cultural significance must be conserved for present and future generations.

The Burra Charter advocates a cautious approach to change: do as much as necessary to care for the place and to make it useable, but otherwise change it as little as possible so that its cultural significance is retained.

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ARTICLE 1 Definitions

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For the purpose of this Charter:

- 1.1 *Place* means site, area, land, landscape, building or other work, group of buildings or other works, and may include components, contents, spaces and views.
- 1.2 *Cultural significance* means aesthetic, historic, scientific, social or spiritual value for past, present or future generations. Cultural significance is embodied in the *place* itself, its *fabric*, *setting*, *use*, *associations*, *meanings*, records, *related places* and *related objects*. Places may have a range of values for different individuals or groups.
- 1.3 *Fabric* means all the physical material of the *place* including components, fixtures, contents, and objects.
- 1.4 *Conservation* means all the processes of looking after a *place* so as to retain its *cultural significance*.
- 1.5 *Maintenance* means the continuous protective care of the *fabric* and *setting* of a *place*, and is to be distinguished from repair. Repair involves *restoration* or *reconstruction*.
- 1.6 *Preservation* means maintaining the fabric of a place in its existing state and retarding deterioration.
- 1.7 *Restoration* means returning the existing *fabric* of a *place* to a known earlier state by removing accretions or by reassembling existing components without the introduction of new material.
- 1.8 *Reconstruction* means returning a *place* to a known earlier state and is distinguished from *restoration* by the introduction of new material into the *fabric*.
- 1.9 *Adaptation* means modifying a *place* to suit the existing *use* or a proposed use.
- 1.10 *Use* means the functions of a place, as well as the activities and practices that may occur at the place.
- 1.11 *Compatible use* means a *use* which respects the *cultural significance* of a *place*. Such a use involves no, or minimal, impact on cultural significance.
- 1.12 *Setting* means the area around a *place*, which may include the visual catchment.
- 1.13 *Related place* means a *place* that contributes to the *cultural significance* of another place.
- 1.14 *Related object* means an object that contributes to the *cultural significance* of a *place* but is not at the place.
- 1.15 *Associations* mean the special connections that exist between people and a *place*.
- 1.16 *Meanings* denote what a *place* signifies, indicates, evokes or expresses.

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1.17 *Interpretation* means all the ways of presenting the *cultural significance* of a *place*.

Conservation Principles

Article 2 Conservation and management

- 2.1 *Places of cultural significance* should be conserved.
- 2.2 The aim of *conservation* is to retain the *cultural significance* of a *place*.
- 2.3 *Conservation* is an integral part of good management of *places of cultural significance*.
- 2.4 *Places of cultural significance* should be safeguarded and not put at risk or left in a vulnerable state.

Article 3 Cautious approach

- 3.1 *Conservation* is based on a respect for the existing *fabric, use, associations* and *meanings*. It requires a cautious approach of changing as much as necessary but as little as possible.
- 3.2 Changes to a *place* should not distort the physical or other evidence it provides nor be based on conjecture.

Article 4 Knowledge, skills and techniques

- 4.1 *Conservation* should make use of all the knowledge, skills and disciplines which can contribute to the study and care of the *place*.
- 4.2 Traditional techniques and materials are preferred for the *conservation* of significant *fabric*. In some circumstances modern techniques and materials which offer substantial conservation benefits may be appropriate.

Article 5 Values

- 5.1 *Conservation* of a *place* should identify and take into consideration all aspects of cultural and natural significance without unwarranted emphasis on any one value at the expense of others.
- 5.2 Relative degrees of *cultural significance* may lead to different *conservation* actions at a *place*.

Article 6 Burra Charter Process

- 6.1 The *cultural significance* of a *place* and other issues affecting its future are best understood by a sequence of collecting and analysing information before making decisions. Understanding cultural significance comes first, then development of policy and finally management of the place in accordance with the policy.
- 6.2 The policy for managing a *place* must be based on an understanding of its *cultural significance*.

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- 6.3 Policy development should also include consideration of other factors affecting the future of a *place* such as the owner's needs, resources, external constraints and its physical condition.

Article 7 Use

- 7.1 Where the *use of a place is of cultural significance* it should be retained.
- 7.2 A *place* should have a *compatible use*.

Article 8 Setting

Conservation requires the retention of an appropriate visual *setting* and other relationships that contribute to the *cultural significance* of the *place*.

New construction, demolition, intrusions or other changes which would adversely affect the setting or relationships are not appropriate.

Article 9 Location

- 9.1 The physical location of a *place* is part of its *cultural significance*. A building, work or other component of a place should remain in its historical location. Relocation is generally unacceptable unless this is the sole practical means of ensuring its survival.
- 9.2 Some buildings, works or other components of *places* were designed to be readily removable or already have a history of relocation. Provided such buildings, works or other components do not have significant links with their present location, removal may be appropriate.
- 9.3 If any building, work or other component is moved, it should be moved to an appropriate location and given an appropriate *use*. Such action should not be to the detriment of any *place of cultural significance*.

Article 10 Contents

Contents, fixtures and objects which contribute to the *cultural significance* of a *place* should be retained at that place. Their removal is unacceptable unless it is: the sole means of ensuring their security and *preservation*; on a temporary basis for treatment or exhibition; for cultural reasons; for health and safety; or to protect the place. Such contents, fixtures and objects should be returned where circumstances permit and it is culturally appropriate.

Article 11 Related places and objects

The contribution which *related places* and *related objects* make to the *cultural significance* of the *place* should be retained.

Article 12 Participation

Conservation, interpretation and management of a *place* should provide for the participation of people for whom the place has special *associations* and *meanings*, or who have social, spiritual or other cultural responsibilities for the place.

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Article 13 Co-existence of cultural values

Co-existence of cultural values should be recognised, respected and encouraged, especially in cases where they conflict.

Conservation Processes

Article 14 Conservation processes

Conservation may, according to circumstance, include the processes of retention or reintroduction of a *use*; retention of *associations* and *meanings*; *maintenance*, *preservation*, *restoration*, *reconstruction*, *adaptation* and *interpretation*; and will commonly include a combination of more than one of these.

Article 15 Change

- 15.1 Change may be necessary to retain *cultural significance*, but is undesirable where it reduces cultural significance. The amount of change to a *place* should be guided by the *cultural significance* of the place and its appropriate *interpretation*.
- 15.2 Changes which reduce *cultural significance* should be reversible, and be reversed when circumstances permit.
- 15.3 Demolition of significant *fabric* of a *place* is generally not acceptable. However, in some cases minor demolition may be appropriate as part of *conservation*. Removed significant fabric should be reinstated when circumstances permit.
- 15.4 The contributions of all aspects of *cultural significance* of a *place* should be respected. If a place includes *fabric*, *uses*, *associations* or *meanings* of different periods, or different aspects of cultural significance, emphasising or interpreting one period or aspect at the expense of another can only be justified when what is left out, removed or diminished is of slight cultural significance and that which is emphasised or interpreted is of much greater cultural significance.

Article 16 Maintenance

Maintenance is fundamental to *conservation* and should be undertaken where *fabric* is of *cultural significance* and its *maintenance* is necessary to retain that *cultural significance*.

Article 17 Preservation

Preservation is appropriate where the existing *fabric* or its condition constitutes evidence of *cultural significance*, or where insufficient evidence is available to allow other *conservation* processes to be carried out.

Article 18 Restoration and reconstruction

Restoration and *reconstruction* should reveal culturally significant aspects of the *place*.

Article 19 Restoration

Restoration is appropriate only if there is sufficient evidence of an earlier state of the *fabric*.

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Article 20 Reconstruction

20.1 *Reconstruction* is appropriate only where a *place* is incomplete through damage or alteration, and only where there is sufficient evidence to reproduce an earlier state of the *fabric*. In rare cases, reconstruction may also be appropriate as part of a *use* or practice that retains the *cultural significance* of the place.

20.2 *Reconstruction* should be identifiable on close inspection or through additional *interpretation*.

Article 21 *Adaptation* must be limited to that which is essential to a use for the *place* determined in accordance with Articles 6 and 7.

21.1 *Adaptation* is acceptable only where the adaptation has minimal impact on the *cultural significance* of the *place*.

21.2 *Adaptation* should involve minimal change to significant fabric, achieved only after considering alternatives. New work

Article 22 New work

22.1 New work such as additions to the *place* may be acceptable where it does not distort or obscure the *cultural significance* of the place, or detract from its *interpretation* and appreciation.

22.2 New work should be readily identifiable as such.

Article 23 Conserving use

Continuing, modifying or reinstating a significant *use* may be appropriate and preferred forms of *conservation*.

Article 24 Retaining associations and meanings

24.1 Significant *associations* between people and a *place* should be respected, retained and not obscured. Opportunities for the *interpretation*, commemoration and celebration of these associations should be investigated and implemented.

24.2 Significant *meanings*, including spiritual values, of a *place* should be respected. Opportunities for the continuation or revival of these meanings should be investigated and implemented.

Article 25 Interpretation

The *cultural significance* of many *places* is not readily apparent, and should be explained by *interpretation*. Interpretation should enhance understanding and enjoyment, and be culturally appropriate.

Article 26 Applying the Burra Charter process

26.1 Work on a *place* should be preceded by studies to understand the place which should include analysis of physical, documentary, oral and other evidence, drawing on appropriate knowledge, skills and disciplines.

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- 26.2 Written statements of *cultural significance* and policy for the *place* should be prepared, justified and accompanied by supporting evidence. The statements of significance and policy should be incorporated into a management plan for the place.
- 26.3 Groups and individuals with *associations* with a *place* as well as those involved in its management should be provided with opportunities to contribute to and participate in understanding the *cultural significance* of the place. Where appropriate they should also have opportunities to participate in its *conservation* and management.

Article 27 Managing change

- 27.1 The impact of proposed changes on the *cultural significance* of a *place* should be analysed with reference to the statement of significance and the policy for managing the place. It may be necessary to modify proposed changes following analysis to better retain cultural significance.
- 27.2 Existing *fabric, use, associations* and *meanings* should be adequately recorded before any changes are made to the *place*.

Article 28 Disturbance of fabric

Disturbance of significant *fabric* for study, or to obtain evidence, should be minimised. Study of a *place* by any disturbance of the fabric, including archaeological excavation, should only be undertaken to provide data essential for decisions on the *conservation* of the place, or to obtain important evidence about to be lost or made inaccessible.

Investigation of a *place* which requires disturbance of the *fabric*, apart from that necessary to make decisions, may be appropriate provided that it is consistent with the policy for the place. Such investigation should be based on important research questions which have potential to substantially add to knowledge, which cannot be answered in other ways and which minimises disturbance of significant fabric.

Article 29 Responsibility for decisions

The organisations and individuals responsible for management decisions should be named and specific responsibility taken for each such decision.

Article 30 Direction, supervision and implementation

Competent direction and supervision should be maintained at all stages, and any changes should be implemented by people with appropriate knowledge and skills.

Article 31 Documenting evidence and decisions

A log of new evidence and additional decisions should be kept.

Article 32 Records

- 32.1 The records associated with the *conservation* of a *place* should be placed in a permanent archive and made publicly available, subject to requirements of security and privacy, and where this is culturally appropriate.

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32.2 The records associated with the *conservation* of a *place* should be placed in a permanent archive and made publicly available, subject to requirements of security and privacy, and where this is culturally appropriate.

Article 33 Removed fabric

Significant *fabric* which has been removed from a *place* including contents, fixtures and objects, should be catalogued, and protected in accordance with its *cultural significance*.

Where possible and culturally appropriate, removed significant fabric including contents, fixtures and objects, should be kept at the place.

Article 34 Resources

Adequate resources should be provided for conservation.

Words in italics are defined in Article 1.

Explanatory Notes

These notes do not form part of the Charter and may be added to by Australia ICOMOS.

The concept of place should be broadly interpreted. The elements described in Article 1.1 may include memorials, trees, gardens, parks, places of historical events, urban areas, towns, industrial places, archaeological sites and spiritual and religious places.

The term cultural significance is synonymous with heritage significance and cultural heritage value.

Cultural significance may change as a result of the continuing history of the place. Understanding of cultural significance may change as a result of new information.

Fabric includes building interiors and subsurface remains, as well as excavated material.

Fabric may define spaces and these may be important elements of the significance of the place.

The distinctions referred to, for example in relation to roof gutters, are

- maintenance N regular inspection and cleaning of gutters;
- repair involving restoration N returning of dislodged gutters; repair involving reconstruction N replacing decayed gutters.

It is recognised that all places and their components change over time at varying rates.

New material may include recycled material salvaged from other places. This should not be to the detriment of any place of cultural significance.

Associations may include social or spiritual values and cultural responsibilities for a place. Meanings generally relate to intangible aspects such as symbolic qualities and memories. Interpretation may be a combination of the treatment of the fabric (e.g.

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maintenance, restoration, reconstruction); the use of and activities at the place; and the use of introduced explanatory material.

The traces of additions, alterations and earlier treatments to the fabric of a place are evidence of its history and uses which may be part of its significance. Conservation action should assist and not impede their understanding.

The use of modern materials and techniques must be supported by firm scientific evidence or by a body of experience.

Conservation of places with natural significance is explained in the Australian Natural Heritage Charter. This Charter defines natural significance to mean the importance of ecosystems, biological diversity and geodiversity for their existence value, or for present or future generations in terms of their scientific, social, aesthetic and life-support value. A cautious approach is needed, as understanding of cultural significance may change. This article should not be used to justify actions which do not retain cultural significance.

The Burra Charter process, or sequence of investigations, decisions and actions, is illustrated in the accompanying flowchart.

The policy should identify a use or combination of uses or constraints on uses that retain the cultural significance of the place. New use of a place should involve minimal change, to significant fabric and use; should respect associations and meanings; and where appropriate should provide for continuation of practices which contribute to the cultural significance of the place.

Aspects of the visual setting may include use, siting, bulk, form, scale, character, colour, texture and materials. Other relationships, such as historical connections, may contribute to interpretation, appreciation, enjoyment or experience of the place.

For some places, conflicting cultural values may affect policy development and management decisions. In this article, the term cultural values refers to those beliefs which are important to a cultural group, including but not limited to political, religious, spiritual and moral beliefs. This is broader than values associated with cultural significance.

There may be circumstances where no action is required to achieve conservation.

When change is being considered, a range of options should be explored to seek the option which minimises the reduction of cultural significance.

Reversible changes should be considered temporary. Non-reversible change should only be used as a last resort and should not

Maintenance

Preservation protects fabric without obscuring the evidence of its construction and use. The process should always be applied:

- where the evidence of the fabric is of such significance that it should not be altered;
- where insufficient investigation has been carried out to permit policy decisions to be taken in accord with Articles 26 to 28.

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New work (e.g. stabilisation) may be carried out in association with preservation when its purpose is the physical protection of the fabric and when it is consistent with Article 22.

Adaptation is acceptable only where the adaptation has minimal impact on the cultural significance of the place.

New work may be sympathetic if its siting, bulk, form, scale, character, colour, texture and material are similar to the existing fabric, but imitation should be avoided.

These may require changes to significant *fabric* but they should be minimised. In some cases, continuing a significant use or practice may involve substantial new work

For many places associations will be linked to use.

The results of studies should be up to date, regularly reviewed and revised as necessary.

Statements of significance and policy should be kept up to date by regular review and revision as necessary. The management plan may deal with other matters related to the management of the place.

The best conservation often involves the least work and can be inexpensive.

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APPENDIX B

HERITAGE LISTINGS

HERITAGE LISTINGS

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Register of the National Estate

Wharf 19, 20 & 21, Bayview St, Pyrmont, NSW

Class: Historic

Legal Status: Registered
(27/10/1998)

ID: 100728

Place File No: 1/12/036/0696

Statement of Significance: This wharf, built between 1911 and 1920, is one of a collection of wharves around Sydney Harbour which are all the result of the first government period of control and design of the commercial port areas of Sydney. During this period, international shipping was the only form of trade and transport to the rest of the world and Sydney's finger wharves were built in recognition of the economic importance of waterfront facilities (Criterion A.4) (Historic Theme: 3.7 Moving goods and people). The operation of the large wharves in Pyrmont had a major physical and social impact upon the surrounding area. The labour intensive wharves were central to the development of working class politics and their economic importance gave considerable influence to the labour unions associated with the dock workers. This character has been central to the development of Pyrmont in the twentieth century and the demise of these wharf workplaces has led to a corresponding loss of population and social cohesion in the vicinity. Further, the design of the wharves reflects the form and size of the shipping of the period as well as the nature of the goods and their packaging (Criterion B.2). Wharf 19-21 Pyrmont, like the other similar wharves around Sydney Harbour (of which this one is amongst the largest and most sophisticated), demonstrates innovative design in its engineering and use of materials and proved to be efficient and practical facilities until changes in shipping and goods handling equipment led to its progressive obsolescence. In its day it was equipped with the most modern equipment available and represented the most advanced wharfage layout and construction. The group of early twentieth century wharves built by the Sydney Harbour Trust, including Wharf 19-21 Pyrmont, are an early example of the innovative use of modular design units to create similar but varied facilities appropriate to their location and intended purpose (Criterion F.1).

Description: History:

Initially Pyrmont was isolated from the city and early development in the area was generally related to waterfront industries, such as shipyards. The establishment of the Australian Steam Navigation Company shipyard on Darling Island, plus several other industrial enterprises such as Charles Saunders' stone quarry, brought a residential population of workers, though anyone of means tended to travel to the area from somewhere more desirable. The opening of Pyrmont Bridge across Darling Harbour in the 1850s facilitated development in both industry and population. Several large businesses established themselves in Pyrmont in the late nineteenth century, including the Colonial Sugar Refinery (CSR) and the wool industry moved here from the 1880s. A new bridge in 1901, the opening of the power stations (Ultimo in 1899 and Pyrmont in 1904) and the extension of wharfage around the waterfront from Darling Harbour cemented the industrial character of the peninsula and it remained this way until after the end of World War Two. With only a few notable exceptions, though, residential development remained

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largely working class and in fact progressively reduced in size as the new industries demolished housing to accommodate larger premises. After World War Two though, most of the main industries either ceased operating or moved to other locations. Since the 1970s, redevelopment of the area has moved slowly, with numerous schemes and proposals. Many of the industrial buildings have been demolished or converted to other uses. The Sydney Harbour Trust was formed in 1901 to take over control and management of the commercial port areas of Sydney Harbour and it immediately set about removing old, formerly private, wharfage around the waterfront and building large modern, well equipped wharf and storage structures which were then either leased to private concerns or operated as general wharves. This was the era when shipping was the one means of travel and transport to the rest of the globe. Over two decades the Trust developed a design for wharfage based on the best overseas ideas but adapted to the materials, topography and conditions available locally. The design consisted of modular building units which could be varied in size and in combination to produce structures appropriate to the particular site and for the particular goods to be handled. Innovations were constantly tested at different sites and the collection of wharves together show progressive development of the general form. This wharf was built between 1911 and 1920 and was one of the last of the very large wharves built by the Trust. It incorporated a combination of features seen at other wharves, including a central road built on fill and upper level vehicular access. Excavation of the adjoining escarpment commenced in 1911 but work was sporadically interrupted by material and labour shortages during World War One. In 1916 the railway goods line was extended to the wharf and lines were built along the aprons on either side of the wharf. Originally six electric capstans were provided for manual shunting of rail trucks, but these were removed in favour of small shunting engines. In 1970, the jetty shed for No 20 wharf was altered by the insertion of a passenger terminal. The wharf has been little used since the 1970s. Pyrmont's large wharves had a major impact on the surrounding area. They were labour intensive and were central to the development of working class politics. The wharves' economic importance gave considerable influence to the labour unions associated with the dock workers. These themes have been central to Pyrmont's development in the twentieth century and the demise of wharf workplaces has led to a corresponding loss of population and social cohesion in the locality.

Description:

Wharf 19, 20 and 21 is a timber pile finger wharf with a two level central concrete roadway largely based on fill, with two storey timber jetty sheds on either side. It measures 1,200ft (c 380m) long and 263ft (c 80m) wide, with concrete encased timber piles laid on a 12ft (c 4m) square grid. It has vehicular access to both levels via a substantial steel arch bridge over Jones Bay Road and light wells in the centre of the upper roadway allow natural light to the lower road. The two storey jetty sheds use steel posts and beams on the lower level and timber on the upper level. The sheds to Wharf 21 still contain wool handling equipment on the upper levels.

Condition and Integrity: The wharf is unused and in dilapidated condition, though apparently structurally sound. There has been a collapse of the seawall at the land end of Wharf No 19. Renovation of the wharf is underway as part of the redevelopment of Pyrmont Point. (1996)

Location: Bayview Street, on the north-east side of Pirrama Road, north of Darling Island and projecting into Jones Bay, Pyrmont. <http://www.ahc.gov.au/cgi-bin/ahdb/search.pl?mode=place>

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APPENDIX C

PHYSICAL SURVEY

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APPENDIX D

MAINTENANCE INSPECTION PLAN FOR HERITAGE FABRIC

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MAINTENANCE INSPECTION PLAN - HERITAGE FABRIC

INTRODUCTION

This Maintenance Inspection Plan provides a strategy for the ongoing maintenance and management of heritage fabric and structure for the Jones Bay Wharf. The carrying out of regular inspections and maintenance prevents undue deterioration of the heritage fabric and is a requirement of the Jones Bay Conservation Management Plan (Policy Actions 8.5.9 to 8.5.17).

SCOPE OF THIS PLAN

The scope of this plan is limited to non-structural components of the wharf building as set out in the Maintenance Inspection Plan Schedule below.

Inspection and maintenance of the substructure (those areas below the concrete apron including piles and timber members at the apron edge) and superstructure (roof trusses, storey posts, steel girders etc) is covered in the document *Structural Maintenance and Management Plan* prepared by Robert Bird & Partners P/L.

RESPONSIBILITY FOR MAINTENANCE

The management and maintenance of the heritage fabric at the Jones Bay Wharf is the responsibility of the *Strata Plan Building Management Committee*.

The following principles shall apply to the carrying out of maintenance:

- Maintenance shall be recognised as being of prime importance in the conservation process.
- A regular cycle of inspection and maintenance must be followed to ensure that major deterioration of the heritage fabric does not occur.
- Funds shall be allocated to ensure ongoing inspection and maintenance by the lessee. The actual sum of money will be agreed to and written into the lease.
- The fabric should be inspected according to the time intervals shown in the Maintenance Inspection Plan Schedule. Inspections should be carried out by a person skilled in conservation of heritage fabric. Every five to seven years inspections should be carried out by a Heritage Conservation Architect so as to properly assess the condition of all the heritage fabric. Personnel inspecting and reporting on heritage fabric must be able to demonstrate their skills prior to carrying out the work.
- Following inspections, records shall be kept of the condition of the building fabric. Copies of these records shall be kept with the owners, the lessee, the NSW Heritage Office and other relevant authorities. A yearly report shall be issued by the owner to the NSW Heritage Office summarising the condition reports for that year including any maintenance works carried out.
- As a result of the inspections funds from a strata body fund will be allocated towards the required maintenance. All expenses are to be agreed upon at strata body meetings. The money allocated for general maintenance must include a set percentage for the maintenance of heritage fabric. Funds for the cost of inspection shall be pre-set (see Cost column in Maintenance Schedule below).

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This Maintenance Inspection Plan covers heritage fabric as follows:

Roof Covering	Steel roofing Cappings and flashings
Roof Drainage	Steel downpipes, gutters & CI downpipes Timber eaves
Fabric	Brickwork & associated flashings Rendered brickwork in parapet walls and around central fire walls Timber including weatherboards, timber sills, plinths, associated mouldings, timber door stops and door guards Corrugated steel cladding, including associated flashings
Joinery	Windows Doors Metalwork Includes items such as steel roller shutters, steel guards, door and window hardware and sundry non-structural fixings
Painting	All timber generally including window sills, doors and frames
Internal Heritage Items	Lifts, timber stairs and associated screens, slatted screens etc.

The following Maintenance Inspection Schedule sets out items of the wharf structures and at what intervals they should be inspected together with comments on the inspection process.

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JONES BAY WHARF MAINTENANCE INSPECTION PLAN

ITEM	FREQUENCY	Cost	Every 5-7 years	Cost	Life expectancy	Cost
ROOF COVERING	Every 2 years					
Steel roofing	Remove rubbish and any litter build up. Inspect for loose or raised flashings sheet edges and surfaces that are deformed from being walked on. Look for rust around flashings. Where sheets are lipped and around flashings. Rectify as required. Check for water entry around rooflights which may indicate break down of flashings or sealants. Rectify as required.		Inspect for loose or raised flashings sheet edges and surfaces that are deformed from being walked on. Look for rust around flashings. Where sheets are lipped and around flashings. Rectify as required. Check for water entry around rooflights which may indicate break down of flashings or sealants. Rectify as required.		20-30 years	
Cappings and flashings	Inspect for loose or raised flashings in metal cappings cappings that have lifted, slipped or are deformed from wind damage. Rectify as required. Inspect for breakdown of sealants and caulking and rectify as required.				20-30 years	
ROOF DRAINAGE						
Generally	Inspect gutters and downpipe joints for cracks or loose brackets to downpipes and gutters. Clear gutters of debris including guards if installed. Check if gutters are sagging and water runs to outlets (6-12 months). Look for damaged downpipes which may restrict flow. Check that stormwater drains are not blocked. Check whether birds are nesting in downpipe outlets (6-12 months). Rectify all as required.					
Steel downpipes and gutters and CI downpipes.	Inspect for rust stains around downpipe outlets internal corners and downpipe outlets. Inspect for deformed gutters from ledgers etc. Rectify as required.				15-20 years	
Timber eaves	Inspect for holes and entry of birds through gaps in timber sates. Identify wasps or hornet nests for removal.		Inspect for paint failure and/or decay which may indicate rotting or rainwater goods failure.			
FABRIC						
Brickwork and associated flashings			Inspect for cracks and if there has been any movement in the brick wall. Inspect for loose, flaked broken or missing mortar joints and bricks. Check if brickwork is crumbling or has surface salts which may indicate a moisture problem. Check internally for signs of moisture penetration. Check for plant growth and remove. NOTE: Avoid inappropriate cleaning of masonry eg strong water jets that can damage the brickwork.		40-75 years (mortar in brick joints)	
Rendered brickwork in parapet walls and around central fire walls			Inspect for cracking, crusting, delamination or loose render. Rectify as required. NOTE: Do not paint previously unpainted render.			
Timber structure, including roof trusses, storey posts, wall framing, door guards, door stops	NOTE: Refer to Structural Maintenance and Management Plan by Robert Bed and Partners, Structural Engineers.					

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JONES BAY WHARF MAINTENANCE INSPECTION PLAN

ITEM	FREQUENCY		Cost	Every 5-7 years	Life expectancy	Cost
	Every 2 years	Cost				
Timber, including weatherboards, timber sills, plinths and associated mouldings	Generally inspect for build up of grime, bird droppings, or mould growth and rectify if required. Lubricate and service mechanisms for operable weatherboard louvers. Terminate and post inspection and report by specialist. Treat if required.			Inspect for loose or missing weatherboards, corner stops and mouldings. Check window sills and joints for weathering and decay and especially timber at levels close to ground level.	30-50 years	
Corrugated steel cladding, including associated flashings.				Inspect for loose or raised fixings and sheet edges. Look for rust around fixings, where sheets are lifted and around flashings. Rectify as required. Early treat washer fixings which need replacing should be replaced to match existing. NOT: Do not replace early corrugated sheeting unless severely deteriorated.	30-40 years	
JOINERY Generally	Check whether hardware which is meant to be operative is in fact in an operable condition. Terminate and post inspection and report by specialist. Treat if required.					
Windows (multi-paned)	Inspect for loose or damaged mouldings, damaged or missing bars, deteriorated putty and broken or cracked glazing. Rectify as required.				10-15 years (vary to glazing)	
Doors (cargo)	Inspect cargo doors which are meant to be operative and check if they are in an operable condition. Check if door joints are firm, are boards coming away from frames? Check for decay, especially at lower levels. Check for loose or missing hardware and repair/replace to match existing if required.				30+ years	
METALWORK Includes steel roller shutters, steel guards, non-structural fixings etc	Inspect for damage, weathering, corrosion and deterioration. Clean, brush down or wipe down if required. Inspect paintwork and other finishes such as Phenol. Rectify and re-apply finish as required. Lubricate any moving parts.					
PAINTING Generally				Inspect timber cladding for cracking joints, putty coming away from joints, cracking paint. Niggers or fading of colours. Sealing can indicate a moisture penetration problem. Rectify as required. NOTE: Avoid painting surfaces near extended for painting such as area brackets etc.	7-10 years	
Window sills	Inspect for paint deterioration and weathering. Rectify touch up as required.					
Doors and frames	Inspect for paint deterioration and weathering. Rectify touch up as required.					

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JONES BAY WHARF
 MAINTENANCE INSPECTION PLAN

ITEM	FREQUENCY	Cost	Every 5-7 years	Cost	Life expectancy	Cost
INTERNAL HERITAGE ITEMS						
Lifts	Refer to report by OHM Consultants Conservation of Jones Bay Wharf Lifts Generally inspect for build up of grime. Clean/wipe down. Termite and pest inspection and report by specialist. Treat if required Inspect metal components for damage and /or corrosion, rectify as required		Inspect for loose members or fixings. Rectify as required			
Timber stairs and associated screens	Generally inspect for build up of grime. Clean/wipe down. Termite and pest inspection and report by specialist. Treat if required Inspect metal components for damage and /or corrosion, rectify as required		Inspect for loose members or fixings. Rectify as required			
Slatted timber screens and counterbalanced gates in slatted screens	Generally inspect for build up of grime. Clean/wipe down. Termite and pest inspection and report by specialist. Treat if required		Inspect for loose members or fixings. Rectify as required			
Sliding fire doors	As for framework					

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APPENDIX E

LIST OF HERITAGE ITEMS AT WHARF

INTERNAL HERITAGE ITEMS

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SLATTED TIMBER SCREENS

Lower Deck

Shed 21 double storey at grid 5

Shed 21 single storey grid 7

Shed 21 single storey, adapted and fixed to wall grid 19

Shed 21 double storey at grid 36

Shed 19 single storey, adapted at grid 17

Shed 20 single storey, adapted and fixed to wall grids 22-23

Shed 20 single storey grid 38

Upper Deck

Shed 21 double storey at grid 5

Shed 21 single storey enclosure at grids 18-19

Shed 21 double storey at grid 36

Shed 19 double storey at grid I

Shed 19 single storey at grids 18-19

COUNTERBALANCED TIMBER SLIDING GATES WITHIN SLATTED SCREENS

Shed 21 upper deck grid 5

Shed 21 upper deck grids 18-19

Shed 19 upper deck grid I

Shed 20 upper deck grid 36

TIMBER STAIRS

Shed 21 lower deck to upper deck grids 22-23

Shed 21 lower deck to upper deck grids 35-36 (modified)

Shed 19 lower deck to upper deck grids 1.5 -2.5

Shed 20 lower deck to mezzanine grids 37-38

SLATTED TIMBER STAIR ENCLOSURES

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Shed 21 upper deck (stair removed, but opening visible) grids 12-13

Shed 21 upper deck grids 22-23

Shed 19 upper deck grids 2-3

Shed 19 upper deck grids 10-11

LIFT SHAFT AND CAR

Shed 21 lower and upper decks grid 29

Shed 20 lower and upper decks grid 30

EVIDENCE OF LIFT REMOVED

Shed 21 grids 10-11 (evident in upper deck viewed from below)

Shed 19 grids 8-9 (evident in upper deck viewed from below)

SLIDING FIRE DOORS

Shed 19 lower deck grid 1.5

Shed 21 upper deck grid 19

EVIDENCE OF ACCESS HATCH IN UPPER DECK FLOOR

Shed 21 grid 14 (evident from below)

Shed 21 grids 24-25 (evident from below)

Shed 21 grids 26-27 (evident from below)

Shed 19 grids 1-2 (evident from below)

Shed 19 grids 4-6 (evident from below)

Shed 19 grids 8-9 (evident from below)

Shed 19 grids 9- 10 (evident from below)

Shed 19 grids 16-17 (evident from below)

Shed 20 grids 24-25 (evident from below)

Shed 20 grids 34-35 (evident from below)

**EVIDENCE OF BRIDGE AT ROOF
LEVEL BETWEEN SHEDS**

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Shed 21 and shed 19 at grids 9-10 (column and beam in façade)

TIMBER LADDERS

Shed 21 in column lower deck grid 7

Shed 21 on lift shaft upper deck grids 28-29

Shed 19 two on deadhouse screen upper deck grid I

GRAFFITI WALL

Shed 21 upper deck grid 5

COBBLESTONES

Located on central lower roadway between Sheds 19 and 21

Strata Management Statement for Jones Bay Wharf

Schedule 6 - Structure Maintenance and Management Plan

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1 Introduction

1.1 Overview

This Management Plan outlines the methods required to maintain the structural elements of Jones Bay Wharf in order to ensure their continued long term adequacy throughout the life of the building (100 years for the Marine Structures).

1.2 Purpose

The purpose of this Management Plan is to outline the procedures, timeframes, plans, specifications and other information required for inspecting, maintaining, repairing and replacing the structural elements of Jones Bay Wharf so as to be compatible with the structural details and durability provisions adopted in its design.

1.3 Inspections, testing and maintenance

In order to achieve the design life of Jones Bay Wharf a strict regime of ongoing inspections, testing and maintenance is required by the Committee to ensure long term performance of the structure in a marine environment.

1.4 Conservation Management Plan

This Management Plan and the inspections, testing and maintenance programs in it are subject to the Conservation Management Plan.

1.5 Reports and drawings

The Committee must retain the reports and drawings used to prepare or referred to in this Management Plan according to clause 16 ("Keeping books and records"). The Committee must make them available for inspection by Members, Owners and Occupiers according to clause 16.3 ("What records must be kept on site?"). Those reports and drawings include:

- (a) Geotechnical Investigation by Jeffrey & Katauskas Pty Ltd dated 29 March 2001; and
- (b) Geotechnical Investigation by Jeffrey & Katauskas Addendum to 29 March 2001 Report dated 8 August 2001; and
- (c) Load Pile Test Report by Waterway Constructions dated 30 July 2001; and

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- (d) Report on the Testing of Timber Piles to Jones Bay Wharf by Integrity Testing Pty Ltd dated 7 March 2001; and
- (e) An investigation of selected Re-inforced Concrete Elements of the Jones Bay Wharf and Super Structure by The University of New South Wales dated March 2001; and
- (f) Schedule of Rectification of Existing Structure by Robert Bird & Partners dated 14 March 2001; and
- (g) Concrete Mix Design Submission for Piling Concrete known as S60CR14 by Boral; and
- (h) plan showing location of survey monitoring pins (drawing no. 1053-08) prepared by StrataSurv; and
- (i) level monitoring data prepared by StrataSurv (issue nos 1 and 14); and
- (j) data sheets.

1.6 Consultancy directory

The consultants in the directory in annexure D of this Management Plan were involved in the design, construction and development of the Jones Bay Wharf. The details in the directory are current at the date of registration of this management statement.

2 Original structural description

2.1 Original buildings

Jones Bay Wharf is approximately 75 metres wide by 300 metres long. The original construction is comprised of two, two storey wharf buildings, central roadways between the buildings at each level and a perimeter concrete Apron deck at lower deck level.

2.2 Construction and support

The buildings were constructed on a fill embankment that is contained by concrete seawalls on either side. The main buildings were supported by timber piles driven through the fill material.

The concrete Apron decks are supported by a grillage of steel beams, which in turn are supported by driven timber piles encased in precast concrete sleeves above seabed level.

2.3 Roadway

A transverse roadway (which forms part of the Vehicle Accessway) divides each building at the lower level at approximately the mid point.

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3 Refurbishment scheme

3.1 Decks and levels

As part of the refurbishment and redevelopment of Jones Bay Wharf the existing Upper Deck and Lower Deck were retained. The Upper Deck Mezzanine and Lower Deck Mezzanine were added above the existing Upper and Lower Decks. The Upper Deck Loft was added above the Upper Deck Mezzanine. These floors comprise commercial floor space and are constructed using steel columns, rolled steel beams with laminated timber joists and structural timber plywood floors.

3.2 Original design of Lower and Upper Decks

The original Lower Deck and Upper Deck of the main buildings were designed for a live load of 6cwt per square foot (approximately 28kPa).

3.3 New structural support strategy

The underlying rock strata slopes went from shallow in the south to a much deeper level in the north (reference Jeffrey & Katauskas Report dated 29 March 2001). Original piles were driven to rock in the south and driven to set in the north, founding in material other than rock. The new structural support strategy has the building supported on composite steel piles driven to refusal on rock extending from Grid 14 in building 21 and Grid 16 in building 20 to the northern extremity (for diagrammatic extent refer to Robert Bird & Partners drawing nos. S4-11 and S413).

Following a testing regime (refer to Robert Bird & Partners Load Pile Test Report dated 30 July 2001) original timber piles were retained south of the nominated reference points (ie Grids 14 and 16). Hence, the buildings are now supported on piles that extend to rock.

3.4 Sea embankment stability

The seabed embankment that exists under the Apron slabs between the building level and the seabed level outside the Aprons is relatively steep. In some areas, the stability of the embankment has been of concern in the past and measures were implemented to ensure that the required safety factors on the bank stability were achieved. This generally comprised the inclusion of additional steel driven piles to “nail” the slope and increase the factor of safety against slope stability. This has occurred in the following areas:

- (a) near Grid 5 on the west Apron; and
- (b) between Grids 15 and 36 under the west Apron; and
- (c) between Grids 5 and 7 under the east Apron; and
- (d) between Grids 13 and 16 under the east Apron.

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3.5 New steel piles

Some settlement of the Apron slabs had occurred in the past, particularly in the northwest zone of the Apron between Grids 22 and 30. In this area a number of new steel piles and beams were installed under the Apron slabs. This was done both to achieve an increased factor of safety on slope stability as outlined in clause 3.4 (“Sea embankment stability”) of this Management Plan and to augment the vertical stability of the Apron decks in these areas. New steel beams were installed above the piles to pick up the apron slabs to ensure that the required level of performance was achieved in terms of short term and long term settlements. This detail was adopted between Grids 22 and 30 under the west Apron (refer Robert Bird & Partners drawing nos S4.04 and S4.14).

3.6 Construction of mezzanines and loft

The Lower Deck Mezzanine, Upper Deck Mezzanine and Upper Deck Loft are constructed in lightweight steel and timber framing to minimize the loads to the existing floor structures, columns and piles. The existing structural elements were designed for live loads of approximately 28kPa at both floor levels. There is still significant reserve capacity and redundancy in the existing structural elements used to support the new floors.

3.7 Construction of new pontoon mooring structures in the Berthing Facilities

The new floating pontoon structures for the mooring of commercial and private vessels at Jones Bay Wharf were designed by engineers, Patterson Britton, to be independently supported and devoid of any contact with the existing main wharf structure. The pontoons are constructed in reinforced concrete connected via bolts and structural hardwood whalers which are supported by structural steel piles (with an applied protective coating) (see detailed drawings of the mooring structure prepared by Patterson Britton and Bellingham Marine). The design and construction of the floating pontoon structures are based on a life of 20 years.

4 Long term durability philosophy

4.1 Current and new technology

The durability designs and proposed maintenance regimes outlined in this Management Plan have been developed using currently available technologies and construction practices to achieve the long term durability required. During the life of the structure, technologies will advance and it may be necessary to adopt new technologies in the future as part of the maintenance regime to continue to provide a high level of confidence in the long term durability of the Marine Structures.

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4.2 Substructure piles

Substructure pile elements have been provided with a protective coating or sleeve to limit the deterioration caused by exposure to a marine environment. A level of redundancy has also been designed into these elements in order to enable a degree of deterioration to occur prior to the structural integrity being affected. Substructure piles form part of the Marine Structures.

4.3 Structure integrity and stability

A general design philosophy has been adopted in the refurbishment works of maintaining the structural integrity of the pier substructure, mitigating the risk of any future differential movements or settlements and ensuring that the main buildings are stable under a seismic event. This has been achieved by adopting the following criteria:

- (a) ensuring that all of the main buildings are supported on piles that extend to rock; and
- (b) not relying on any connection to the Apron slabs for main building stability; and
- (c) the result of a design (ie 100 year) seismic event may cause some damage to seawalls and some slip circle failure of the fill slopes under the Apron but structural adequacy and stability is ensured in this event; and
- (d) a high level of redundancy in the Apron structures with the significant reduction in design live loads from those previously experienced by the Aprons.

4.4 Steel piles

All of the new steel piles under the main buildings have been driven through the fill material to refusal on rock. They form part of the Marine Structures. The durability provisions adopted for the piles are:

- (a) a minimum corrosion allowance of 7mm has been provided for in the thickness of the steel tube sections used; and
- (b) the steel tube sections within the fill material have been treated in the design as sacrificial. Reinforced concrete plugs with a minimum clear cover of 75mm and concrete strength of 60MPa have been adopted to a minimum 1000mm below the natural seabed level. They have been designed to carry all of the design pile loads and transfer it to the steel pile section below this level (reference Robert Bird & Partners drawing no S4-30).

Steel piles under the Apron (ie within the water) have been designed on a similar basis as the piles within the fill material but with the addition of NSPAC bonded polyethylene permanent protection to a level 9000mm below Apron slab level. The joint between these steel piles and steel beams are wrapped in denso. These piles will require regular inspections ensure that the protective sleeves are intact and effective and that there has been no significant corrosion to the steel pile.

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The steel piles under the main buildings have been designed so that no maintenance is required on these elements.

Average corrosion rates for unprotected steel tubular piles in the tidal zone of Sydney Harbour is assumed at 0.1mm per year. This is a maximum rate which occurs in the tidal zone and is based on the Sydney Port Authority's experience and recommendations. For the piles which are fully encased in protective sleeves in the water, it is assumed that an average corrosion rate of 0.02mm per year or less will occur.

The following general limits have been adopted in the design for deflection and deformations due to imposed loads. Piles have a design maximum deflection settlement of $L \div 500$ between any two piles. If the survey level monitoring that occurs during the life of the building identifies more than 75% of the maximum value above has occurred, then the Structural Engineer should complete an in depth review of the results. It should be noted that the total structural deformations are a combination of structural deflections and pile deformations when determining the results of surveys. Surveys to assess pile deformation should therefore be performed over pile locations.

4.5 Timber piles

Timber piles have been engaged in three applications at Jones Bay Wharf:

- (a) concrete encased timber piles located under the Apron slab; and
- (b) timber piles supporting buildings 19 (Grid 0-16) and 21 (Grid 4-14); and
- (c) timber fender piles.

Concrete encased timber Apron piles form part of the Marine Structures. They have been inspected and tested before registration of this management statement. A number of these piles were either damaged and ineffective requiring replacement or repairs or had only minor damage requiring superficial repairs.

Timber fender piles are not structural and represent heritage interpretation only. The Committee must regularly inspect these fender piles to ensure they are maintained in a safe condition.

The timber piles that exist within the fill in the southern half of Jones Bay Wharf will not require any maintenance.

The integrity of the Apron piles is reliant on them being protected from a marine environment. For this reason, all of these piles have been wrapped in a protective pile wrap to ensure efficient pile protection. The Committee must inspect those piles as part of Levels 2, 3 and 4 Inspections to ensure the effectiveness of the pile wrap and to confirm the condition of the concrete encasing and the timber pile itself.

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4.6 Apron decks

Apron deck structures form part of the Marine Structures. They have significant redundancy owing to the considerably large original design live load of 40kPa. The grillage of steel beams effectively carries the Apron loads. The concrete slab is able to span between the secondary (unreinforced) beams.

The Apron decks are comprised of a grillage of heavy steel beams in both directions cast into the concrete Apron slab. The bottom flanges of these beams have been checked for adequacy. A minimum of 5mm corrosion allowance has been determined.

A silane penetrating sealer has been applied to the top surface of all Apron slabs which provides protection against excessive chloride ingress.

Remediation works have been performed to the Apron deck soffits before registration of this management statement to ensure that the following has occurred:

- (a) all loose, drummy or spalled concrete has been removed; and
- (b) exposed steel beams have been cleaned to class 2.5 blast finish and any corrosion that has occurred has not adversely affected the design corrosion allowances for these elements; and
- (c) all exposed steel is protected with an EnviroCoat 2000 protection system. This material is absorbed by the surrounding concrete and protects the steel directly adjacent the exposed steel still encased in concrete; and
- (d) concrete soffits have been protected with a MCI 2020 coating.

4.7 Internal concrete floors at Lower Deck

The internal Lower Deck level is comprised of reinforced concrete elements which has been designed as if it was fully exposed to a marine environment even though it has not. The concrete elements in the internal Lower Deck form part of the Marine Structures.

The top surface of this concrete floor is in an internal environment and the soffits, whilst on fill, are above the tidal and ground water zone. The concrete used for these decks is 60Mpa (designated Boral Concrete Pty Ltd S60CR14) marine grade concrete (for design and technical data on this product see the report referred to in clause 1.5(g) ("Reports and drawings") of this Management Plan) with a minimum of 75mm cover to reinforcement. All reinforcement was electrically isolated from the steel piles and the concrete was wet cured for a minimum of seven days.

It is not expected that any significant repairs or maintenance will be required to these concrete floors. The Committee must inspect the condition of the concrete wherever possible (eg where tenancy refurbishments occur) during the life of the building.

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The concrete floors on the Lower Deck have been designed to be supported independently both in terms of vertical and lateral loads of the Apron slabs and the Apron tie backs. Lateral stability of the buildings is afforded by the piles supporting the building decks only.

Chloride concentrations at the depth of the steel reinforcement within concrete in the order of 0.4% by weight of cement, are generally considered to be the level above which steel corrosion begins to occur. With the combination of concrete mix design and concrete curing, it is unlikely that the chloride concentrations at the depth of the steel reinforcement will reach these threshold levels during the design life of the buildings.

4.8 Fill embankments and slope stability

Due to previous problems with pile settlements and the relatively steep embankment angle of the fill material under the Apron, the Committee must monitor the alignments and levels of the Apron deck slabs.

Surveys were performed throughout construction of Jones Bay Wharf that relate to an established base position. The Committee must carry out surveys as part of Level 1, 2, 3 and 4 Inspections. Should consecutive data over a five year period remain static, then a review of the frequency of inspections should occur at the engineers discretion.

These monitoring works will provide confirmation that there are no further problems with pile settlement or slope stability.

4.9 Seawalls

The seawalls are structurally redundant in the refurbished building.

5 Strategies for Inspections, testing and maintenance

5.1 Overview

The maintenance regime for Jones Bay Wharf enables the condition of the timber, steel and concrete elements of Marine Structures to be monitored and recorded by the Committee in the Maintenance Database so that their expected future performance can be predicted with a high level of confidence. As the Maintenance Database increases with ongoing inspections, the performance of the various protection systems will be confirmed.

5.2 Marine Structures

Inspection testing and maintenance of the Marine Structures is based on a four tier approach:

- (a) Level 1 Inspections of Marine Structures at one year intervals; and
- (b) Level 2 Inspections of Marine Structures at two year intervals; and
- (c) Level 3 Inspections of Marine Structures at six year intervals; and
- (d) Level 4 Inspections of Marine Structures at 12 year intervals.

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The Committee must conduct Level 1, 2, 3 and 4 Inspections according to this Management Plan.

5.3 Definition of Level 1 Inspection

A Level 1 Inspection means an inspection carried out by the Committee according to this Management Plan on or around each anniversary of the date of registration of this management statement which includes:

- (a) reading of inclinometers; and
- (b) surveying levels as nominated in annexure C of this Management Plan; and
- (c) spraying the external faces of heritage façade brickwork in Commercial South with an agent to prevent water penetration; and
- (d) survey deteriorated external steel.

5.4 Definition of Level 2 Inspection

A Level 2 Inspection means an inspection carried out by the Committee according to this Management Plan on or around each second anniversary after the date of registration of this management statement which includes:

- (a) visual inspection of the underside of the Apron deck (from a boat); and
- (b) visual inspection of the top surface of the Apron deck by the Structural Engineer; and
- (c) a survey of established reference points (as nominated in annexure C of this Management Plan) with results submitted to the Structural Engineer for review and assessment; and
- (d) reading of inclinometers undertaken by a geotechnical engineer with results submitted to the Structural Engineer for review and assessment; and
- (e) inspection by divers of 10% of the Apron piles from seabed to head. The inspection is to assess the condition and integrity of the pile castings and wraps.

5.5 Definition of Level 3 Inspection

A Level 3 Inspection means an inspection carried out by the Committee according to this Management Plan on or around each sixth anniversary after the date of registration of this management statement which includes:

- (a) a Level 1 Inspection and a Level 2 Inspection; and
- (b) a diver's inspection of batter slopes, 100% of pile encasements from seabed to the bottom of the pile wrap and pile wraps for the full height of the pile. This inspection is to assess the condition and integrity of the pile casings and wraps.

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5.6 Definition of Level 4 Inspections

A Level 4 Inspection means an inspection carried out by the Committee according to this Management Plan on or around each twelfth anniversary after the date of registration of this management statement which includes:

- (a) a Level 3 Inspection; and
- (b) removal of at least 10% of pile wraps to inspect the concrete encasement; and
- (c) examination of concrete core for chloride iron ingress.

5.7 Commercial Mooring Structures and Private Mooring Structures

The Committee must conduct annual Berthing Facility Inspections of the Commercial Mooring Structures and the Private Mooring Structures according to this Management Plan.

5.8 Termite Inspections

The Committee must conduct annual Termite Inspections of timber elements at Jones Bay Wharf according to this Management Plan.

5.9 Obligations of the Committee to carry out Inspections

The Committee must ensure that all Inspections contemplated in this clause 5:

- (a) occur throughout the life of building structures at Jones Bay Wharf; and
- (b) are conducted by suitably qualified professionals (see clause 10 of this Management Plan (“Roles and responsibilities”) for more information).

In all cases, the Committee must ensure that the Structural Engineer oversees all reports generated by the Inspections.

5.10 Recording results of Inspection and maintenance in the Maintenance Database

The Committee must ensure that the results of all Inspections and testings are logged in the Maintenance Database and record the performance of the various structural elements. The Committee must use the Maintenance Database as a record of previous performance and for predicting expected future performance. Inspection frequencies and details may be altered depending on results of previous inspections. The Committee must submit results of the testing and inspections, including any changes to the inspection and testing regime, to the Authority and Waterways for their comments and approval.

5.11 Structural Engineer

Any actions that arise during the life of the Marine Structures as a result of the inspection and testing regime in this Management Plan (or any proposed changes to that regime) must be approved by a Structural Engineer.

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5.12 Other inspections, maintenance and tests

The inspection, maintenance and test plans in this Management Plan comprise the minimum anticipated scope of works consistent with the design of the structure and the required design life. The Committee may carry out other inspections, maintenance and tests.

6 Requirements for Level 1, 2, 3 and 4 Inspections

6.1 Frequency

The Committee must carry out:

- (a) Level 1 Inspections every year from the date of registration of this management statement; and
- (b) Level 2 Inspections every two years from the date of registration of this management statement; and
- (c) Level 3 Inspections every six years after registration of this management statement; and
- (d) Level 4 Inspections every twelve years after registration of this management statement.

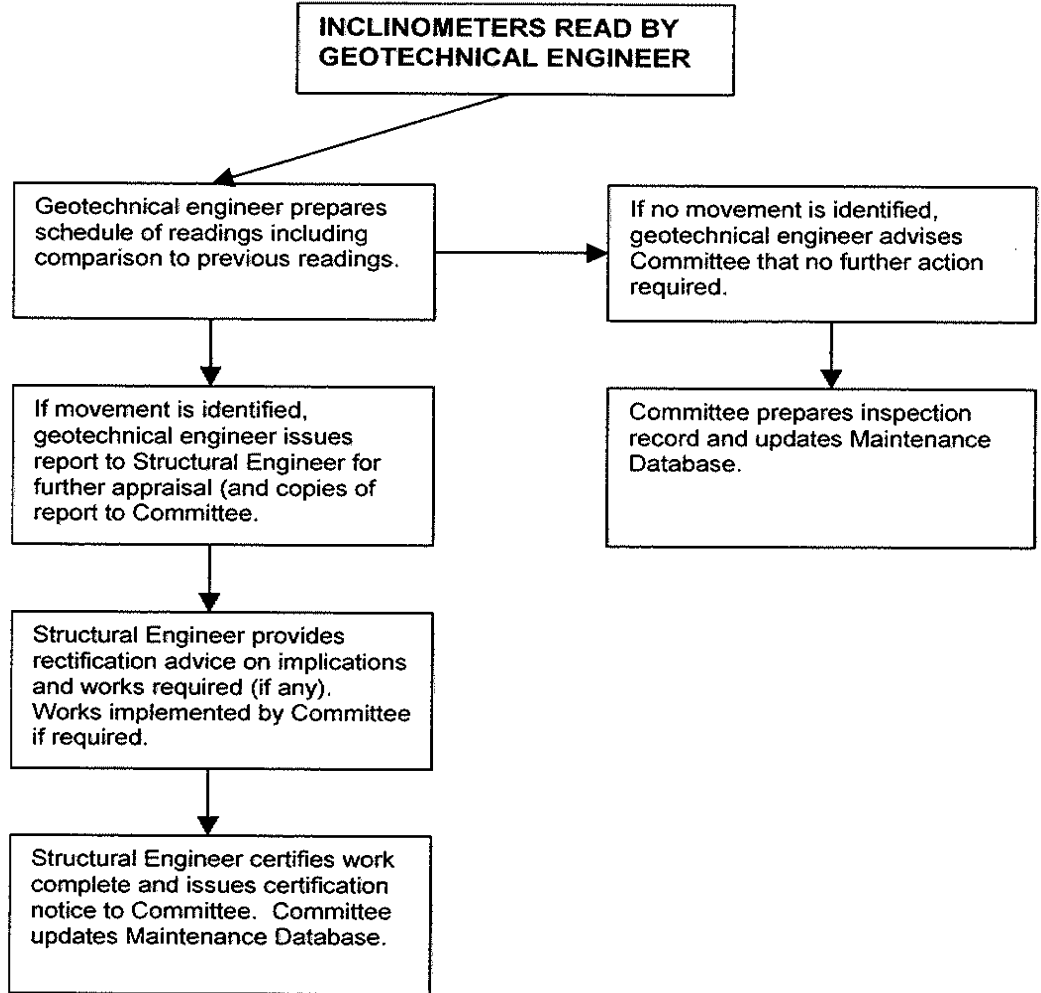
6.2 Special requirements for Levels 2 and 3 Inspections

When the Committee carries out Levels 2 and 3 Inspections, it must comply with and carry out the works contemplated in annexure A of this Management Plan.

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6.3 Requirements for reading inclinometers

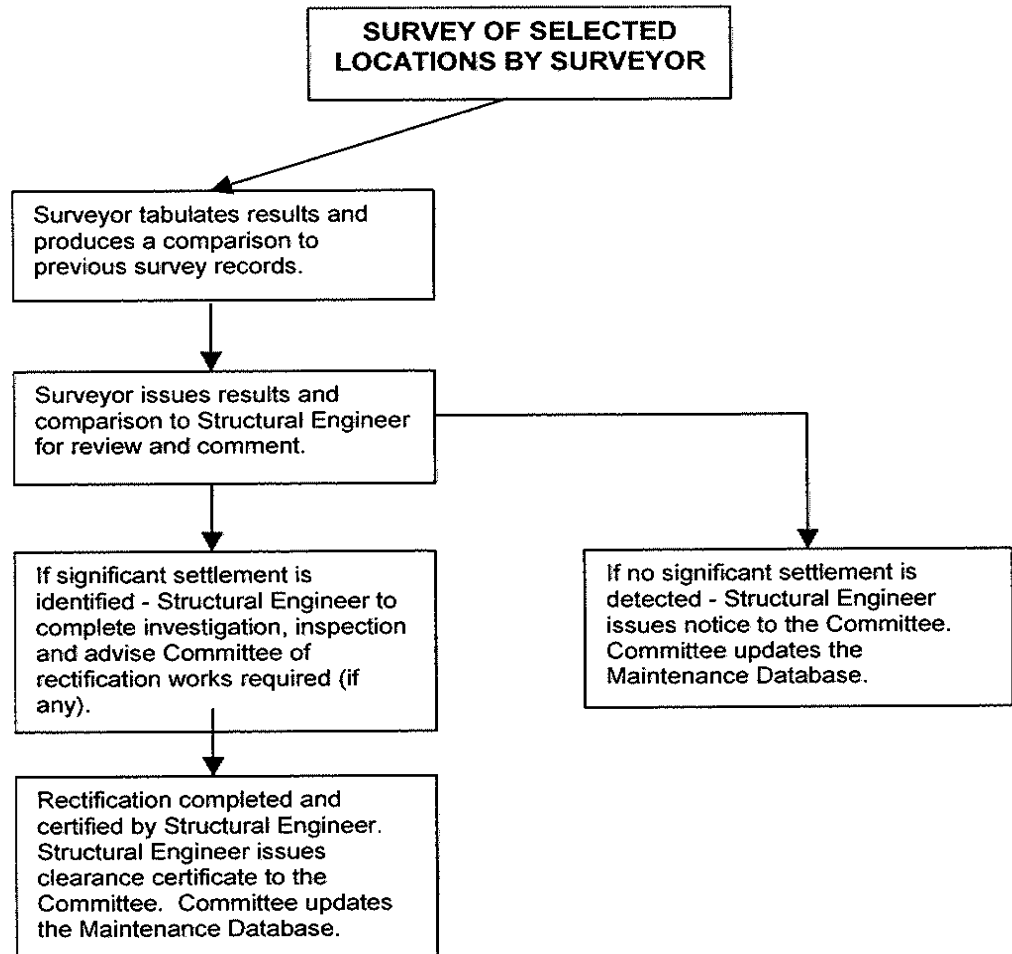
The Committee must arrange for inclinometers to be read by a geotechnical engineer as part of Level 1, 2, 3 and 4 Inspections. The process for reading inclinometers is:



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6.4 Requirements for surveys

The Committee must arrange for surveys to be taken by a surveyor as part of Level 1, 2, 3 and 4 Inspections. The process for surveys of selected locations by a surveyor is:



7 Requirements for Berthing Facility Inspections

7.1 Frequency

The Committee must carry out Berthing Facility Inspections every year from the date of registration of this management statement.

7.2 Reports

After each Berthing Facility Inspection, the Committee must direct the Structural Engineer to prepare and submit a detailed report to the Committee detailing any maintenance and repairs necessary to the integrity of the Berthing Facilities.

7.3 Collision

All collisions with the Berthing Facilities must be reported to the Committee. The Committee must then engage the Structural Engineer to inspect the site

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of the collision and any damage. The Structural Engineer must prepare and submit a report to the Committee detailing any actions, repairs and maintenance required as a result of a vessel to mooring collision.

8 Requirements for Termite Inspections and strategies for termite containment

8.1 Frequency

Subject to clause 8.9 (“Changing the period of inspections”) of this Management Plan, the Committee must carry out Termite Inspections during February to April every year from the date of registration of this management statement.

8.2 Food shelter and moisture

Subterranean termites need shelter, food and moisture to establish a nest from which they are able to sustain an attack on the building. Cracks, crevices or joins in timber members can provide shelter. Termites will also establish nests in timber, which is partly or wholly buried in the ground. Food for termite attack can be provided by any timber product, paper or cardboard, which has not been properly treated, against termite attack. Moisture can be provided by ground moisture, precipitation and moisture absorbed from the salt water. The buildings are constructed on quarried rock and fill. The fill will also be a source of moisture considering that seawater permeates the fill to approximately one meter below the central road level.

8.3 Areas of risk

The areas most at risk from termites are:

- (a) the timber fender piles, sponson timbers and kerbs which surround the outside of the concrete wharf structure of Jones Bay Wharf; and
- (b) timber members on the outside of the building which are exposed to the elements (specifically the façade skirting members); and
- (c) structural timber members in close proximity to the ground (specifically the storey posts extending from Apron level to the roof apex). These elements are predominately located at the northern end of Jones Bay Wharf.

8.4 Other potential areas of colony establishment

Other areas within Jones Bay Wharf where termites may establish colonies are:

- (a) where leaks in plumbing are not repaired; and
- (b) around leaking air conditioning units if condensation is not drained away or is discharging onto timber members; and
- (c) around hot water systems if the overflow pipes are leaking or discharging onto timber members.

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8.5 Termite colonies detected in previous inspections

In inspections of Jones Bay Wharf carried out before registration of this management statement, termite colonies were detected:

- (a) in the dock bump boards located along the central roadway at ground level; and
- (b) at the base of the steel columns at ground level on the external walls. These columns are surrounded by timber members; and
- (c) in the fender piles and associated timber around the outside of the wharf; and
- (d) in the external columns.

Termite activity has been more prevalent in areas where there is excess moisture due to poor drainage caused by blocked or cracked drains, broken stormwater pipes, leaking roofs or leaking facades.

8.6 Items to be inspected during Termite Inspections

The Committee must undertake annual Termite Inspections of the following areas in the order provided:

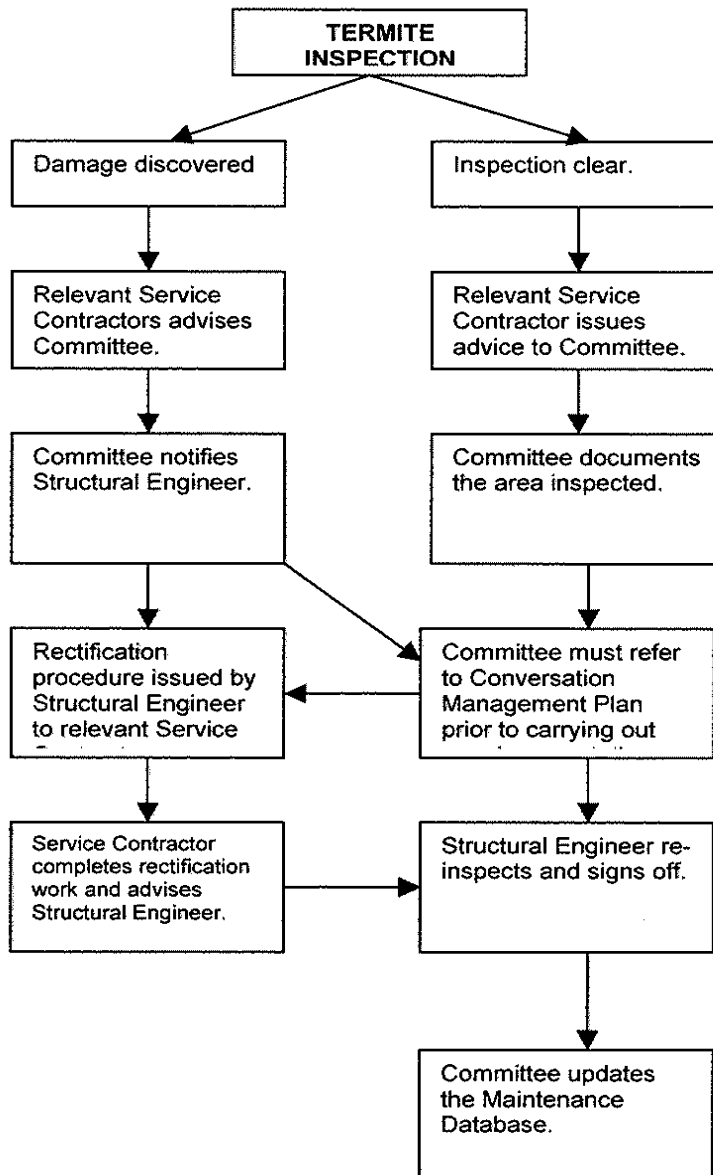
- (a) inspection of the timber fender piles, sponsons, kerbs and associated timber around the outside of Jones Bay Wharf. The first inspection should include the installation of terminate monitoring devices in appropriate locations; and
- (b) inspection of the exterior steel columns, all timber columns and timber walls located directly above the ground and the dock bump boards located along the central roadway on the ground floor level. Monitoring devices should be installed in the timber columns during the next Termite Inspection; and
- (c) inspection of the other external timber members not mentioned previously and timber bearers and joists which are supported by the brick walls at the northern end of Jones Bay Wharf.

Any termite attack found in the building's interior will usually arise from the areas identified in paragraphs (a), (b) or (c) above.

8.7 Procedures for Termite Inspections

The process for Termite Inspections is:

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8.8 Additional obligations and strategy for containment

In addition to its obligations to carry out Termite Inspections, the Committee must carry out the following strategy for containing the existence of termites at Jones Bay Wharf:

- (a) regularly inspect areas which are deemed at most risk to termite attack; and
- (b) regularly report and carry out maintenance procedures to lessen or prevent moisture penetration into protected timber members (eg maintaining the surface coating of timber members on the building's

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exterior and ensuring all plumbing leaks are fixed as soon as possible); and

- (c) train maintenance personnel to be aware of possible termite problems so they know when to call a termite specialist; and
- (d) keep records of termite activity in the Maintenance Database including the species involved to enable more informed decisions to be made when treating termites and when deciding where inspections should be carried out; and
- (e) use termite treatment procedures which are directed at colony elimination; and
- (f) install termite monitoring devices which include inserting termite susceptible timber into holes drilled in large section members. The termite susceptible timber can be removed and inspected at regular intervals to ascertain if termites have been active. The Committee must install these devices in the areas in which termites are most likely to establish colonies.

8.9 Changing the period of inspections

After the second Termite Inspection and subject to consultations and written approval of the Structural Engineer, the Committee may carry out Termite Inspections every 24 months depending on what termite activity is discovered during the first two inspections.

8.10 Re-inspections

In addition to its obligations to carry out Termite Inspections, the Committee must re-inspect timber members which are treated because of active termites 20 days after treatment and six months after treatment has been confirmed as successful.

8.11 Random inspections

In addition to its obligations to carry out Termite Inspections, the Committee must carry out random inspections for termite activity when Owners or Occupiers of Strata Lots in the Upper Deck carry out carpet replacement.

9 Inspections, maintenance and the rights of the Authority and Waterways

9.1 Inspection format

At least two months before the Committee carries out a Level 1, 2, 3 or 4 Inspection, a Berthing Facility Inspection or a Termite Inspection, the Committee must submit to the Authority and Waterways full details of the proposed inspection and the format of the inspection report. If the Authority or Waterways require any reasonable changes to the proposed inspection or the format of the inspection report, the Committee must promptly make those changes.

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9.2 Actions after inspections

The Committee must give the Authority and Waterways:

- (a) an inspection report and a Maintenance Proposal within two months after carrying out a Level 1, 2, 3 or 4 Inspection, a Berthing Facility Inspection and a Termite Inspection; and
- (b) a structural certificate according to clause 9.3 (“Structural certificate”) of this Management Plan within two months after carrying out a Level 3 or 4 Inspection.

9.3 Structural certificate

A structural certificate must certify the structural sufficiency of the inspected section of the piles, substructure and associated structural elements of Jones Bay Wharf. The certificate must be signed by a Structural Engineer. In the structural certificate, the Structural Engineer must make recommendations for:

- (a) maintenance and remedial work to the piles, substructure and associated structural elements to cover the period until the next inspection; and
- (b) the dates of the next detailed and visual inspections.

9.4 Maintenance Proposals

A Maintenance Proposal must include an explanation of new methods and techniques including:

- (a) their previous uses; and
- (b) full procedures for their use; and
- (c) their anticipated life expectancy based on previous uses; and
- (d) their standards of acceptance.

The Authority and Waterways may request reasonable changes to a Maintenance Proposal. The Committee must make those changes.

9.5 Carrying out works according to a Maintenance Proposal

The Committee must carry out the necessary maintenance and remedial works in accordance with any Maintenance Proposal approved by the Authority and Waterways.

9.6 Access for inspections

The Authority and Waterways may, upon reasonable notice in writing being given (except in the case of an emergency in which case no notice is required) inspect the maintenance and remedial works carried out by the Committee according to this clause 9 at any time. The Committee must allow access at all times subject to such notice, if required, being given.

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9.7 Structural integrity of Marine Structures

The Committee must ensure that at all times the Marine Structures as a whole and as individual structural elements are capable of sustaining all applied loads with adequate factors of safety.

9.8 Standards for structural integrity

All applied loads, stresses, factors of safety, materials and procedures must comply with current Australian Standards and Codes of Practice. Where there is no applicable Australian Standard then relevant internationally recognised Standards and Codes of Practice may be used (subject to the Authority and Waterways' reasonable consent).

All dead and live loads and environmental loads must be assessed in terms of the plans and specifications approved by the relevant authority for building approval for Jones Bay Wharf.

9.9 Authority and Waterways inspection and testing

The Authority and Waterways may (at their cost) examine or test any part of the maintenance and remedial work carried out by the Committee. The Authority and Waterways must give the Committee reasonable notice unless there is an emergency (when no notice is required).

9.10 Attending inspections

The Committee or its representative and the Building Manager may be present at all tests conducted by the Authority or Waterways under clause 9.9 ("Authority and Waterways inspection and testing") of this Management Plan.

9.11 Further tests by the Committee

If, under an examination or a test conducted by the Authority or Waterways under clause 9.9 ("Authority and Waterways inspection and testing") of this Management Plan, any part of the maintenance and remedial work fails to meet the standards approved by the Authority and Waterways for the method involved, tests on the maintenance or remedial work of that part and tests on all other parts of the work affected by that maintenance or remedial work must be carried out by the Committee (at its cost).

9.12 Default of maintenance

If in the opinion of the Authority and Waterways (both acting reasonably) the standards of maintenance and remedial work required by the approved Maintenance Proposal are not being met then the Authority or Waterways may notify the Committee that rectification procedures must be carried out. The Committee must carry out these procedures.

9.13 Rights of the Authority and Waterways if default not rectified

If the Committee does not comply with the notice given under 9.12 ("Default of maintenance") of this Management Plan within a reasonable time having regard to the matter involved, the Authority or Waterways may carry out such work as the Authority or Waterways deems to be necessary.

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9.14 Urgent repairs

If the Authority or Waterways determines that remedial work is urgently necessary to prevent damage to Jones Bay Wharf or adjacent properties or to prevent personal injury to or death of any person, the Authority or Waterways may notify the Committee of the requirement to carry out remedial work as soon as practicable after the determination is made. The Committee must immediately carry out the work.

9.15 Rights of the Authority and Waterways where urgent repairs not carried out

If the Committee is unable or unwilling to do the work required under a notice given under 9.14 (“Urgent repairs”) of this Management Plan within a reasonable period, the Authority or Waterways may carry out such work as the Authority or Waterways determines to be necessary. Any costs incurred by them are repayable by the Committee on demand.

10 Roles and responsibilities

10.1 Committee

The roles and responsibilities of the Committee are:

- (a) strictly adhere to the requirements of this Management Plan; and
- (b) issue a Heritage Compliance Report to the Heritage Council on a yearly basis confirming the nature of rectification work (if any), including a declaration that inspections have been completed in accordance with the Management Plan; and
- (c) maintain concise records of all activity related to the maintenance and rectification of structural elements and include that information in the Maintenance Database.

10.2 Building Manager

The Committee must instruct the Building Manager to:

- (a) monitor inspection and test plans and advise the Committee by written notice in advance of any required inspections; and
- (b) direct relevant consultants and Service Contractors to undertake the inspection works in accordance with the requirements of the inspection and test plan; and
- (c) obtain records of inspections and rectification procedures for action. The Building Manager must actively pursue the resolution of all matters of rectification and maintenance; and
- (d) obtain the Structural Engineer’s clearance certificate at the completion of:
 - (i) rectification works; and

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- (ii) following inspections; and
- (iii) following consultation with non discovery of other consultants; and
- (e) record in detail the date and location of any repairs and maintenance; and
- (f) advise the Committee that inspections, maintenance and repairs have been completed to the satisfaction of the structural engineer; and
- (g) ensure the structural engineer receives all reports on:
 - (i) termite inspections; and
 - (ii) survey results; and
 - (iii) inclinometer readings; and
- (h) collate all information regarding repair and maintenance and report to the Committee. This report will form the Heritage Compliance Report and will be issued to the Heritage Council by the Committee.

10.3 Geotechnical engineer

The Committee must instruct the geotechnical engineer to:

- (a) at the direction of the Committee (or Building Manager), undertake readings of inclinometers located on the wharf Apron; and
- (b) prepare a report to the Committee providing readings demonstrating current and historical movements and any recommendations for consideration by the structural engineer.

10.4 Surveyor

The Committee must instruct the surveyor to:

- (a) at the direction of the Committee (or Building Manager), undertake a survey of the locations nominated in annexure B of this Management Plan; and
- (b) prepare a report to the Building Manager providing current reading against the pre-determined reference points and a reconciliation of movement summary indicating movement against historical data. The report should also include or highlight any recommendations.

10.5 Termite specialist

The Committee must instruct specialist to:

- (a) at the direction of the Committee (or Building Manager), undertake Termite Inspections to identify any termite activity; and
- (b) prepare and issue a report addressed to the Committee which will provide:

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- (i) identification of termite species discovered; and
- (ii) location of infestations; and
- (iii) define the extent of infestations; and
- (iv) define the cross sectional loss of any structural elements; and
- (v) nominate a programme for remedy; and
- (vi) date for reinspection.

10.6 Structural Engineer

The Committee must instruct the Structural Engineer to:

- (a) undertake Level 1, 2, 3 and 4 Inspections and submit a detailed report to the Committee about the results of the inspections; and
- (b) undertake Berthing Facility Inspections and submit a detailed report to the Committee detailing any repairs necessary to the integrity of the structure; and
- (c) review all reports undertaken by the surveyor, geotechnical engineer and termite specialist and make recommendations to rectify any matters; and
- (d) review rectification works on completion and issue a clearance certificate to the Committee; and
- (e) if rectification works are not required, issue a clearance certificate to the Committee confirming that inspection reports by all consultants have been reviewed and require no further action.

The Structural Engineer may alter the frequency of inspections in consideration of historical data.

10.7 Heritage Architect

The roles and responsibilities of the Heritage Architect are:

- (a) at the direction of the Committee, undertake a review of the heritage building fabric and its condition in relation to maintenance; and
- (b) issue an inspection report to the Committee including any recommendations on any maintenance requirements; and
- (c) the Heritage Inspection Report should be included in the Heritage Compliance Report issued to the Heritage Council by the Committee.

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11 Deterioration - what to expect

11.1 Background

Buildings 19, 20 and 21 at Jones Bay Wharf are now a refurbished heritage building which is registered as National Trust. During the refurbishment process, the existing structure was not replaced unless it was structurally defunct in accordance with heritage guidelines. This action prescribed under the Conservation Management Plan to ensure that the maximum amount of original heritage fabric was maintained and left in an uncompromised condition. The Developer has surveyed, examined and repaired structural elements at Jones Bay Wharf and, where possible, without affecting the heritage nature of the building, introduced preventative measures to delay the onset of deterioration caused by the marine environment on materials within the structure.

11.2 Deterioration

Expect to see the following deterioration at Jones Bay Wharf:

- (a) The concrete soffit of the Vehicle Accessway on the Upper Deck will spall and crack around the concrete encased steel rails. This action is due to the expansion of steel under corrosive conditions at the point of minimum concrete thickness.

Action: the concrete around the identified area can be removed and the steel treated with rust inhibitor. The Committee is not required to replace the locally removed concrete, but to leave the area exposed to allow further monitoring of the treated steel.

- (b) Corrugated iron sheeting - the existing corrugated iron sheeting used to clad the internal roadside building elevations of the Upper and Lower Decks has been painted on the outside only. Condensation, combined with the marine environment, will act to corrode the corrugated iron. Corrosion will commence on the inside face of the unpainted face of the corrugated iron sheet and will eventually bubble the paint finish on the external face. Expect to see orange rust runs.

Action: scrape back paint surface removing surface rust. Treat the area with rust converter or a rust inhibitor and apply two coats of the specified (colour only) architectural paint.

- (c) Fender piles - fender piles are non-structural elements located around the perimeter of the Apron. The majority of fender piles have been replaced before registration of this management statement. The fender piles, although Class 1 timber (Turpentine) are unprotected and are subject to attack by marine worm (Lymphoria) and also timber "necking" in the zone between high water and low water tides. Necking will reduce the effective timber girth over time. A girth of up to 250mm is considered to be effective.

Action: fender piles with a girth of less than 250mm should be replaced.

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- (d) Apron concrete soffit - inspections under the Apron will reveal concrete spalling and cracking due to the expansion of corroding steel. Spalled and cracked concrete has been removed before registration of this management statement to allow the treatment of steel. Concrete has not been replaced to allow the ongoing treatment of steel.

Action: remove spalling and cracked concrete back to sound concrete exposing steel. Treat steel with corrosion inhibitor only. The Committee is not required to replace concrete. Leave steel exposed (but treated).

- (e) External steel columns, trusses and beams - the marine environment will act adversely on external structural steel. Areas of concern relate to:
- (i) bases of steel columns cast into concrete; and
 - (ii) fish plates joining two steel beams partly cast into concrete; and
 - (iii) interfaced steel beam connections with columns under.

These junctions could not be separated during the refurbishment process. They are subject to action generated by condensation and the marine environment. Accessible external faces of the steel have been treated with rust inhibitors or converters and painted with marine purpose paints. Expect to see orange rust runs in these locations.

Mechanical damage to the paint systems installed will occur on a regular basis due to the degree of public access to the Apron. Chipping will lead to surface rusting and rust runs on external paintwork.

Action: survey external steel to identify exposed or rusting steel. Clean steel to achieve 2.5 blast finish. Treat rusting steel with rust inhibitors and then apply architectural two coat finish.

- (f) Structural timber trusses, columns and roof members - these members will display characteristic splits, shrinkage and warping. In the process of refurbishment, structural timbers have been visually stress graded and their species identified. Plating of members has occurred under the supervision of a structural engineer where required. Expect to see split timbers.

Annexure A - Requirements for Level 2 and 3 Inspections

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The Committee must comply with the requirements in this table with regard to Level 2 Inspections and Level 3 Inspections. In the table, references to years means years after registration of this management statement.

Element	Design and durability philosophy	Anticipated maintenance and repair methods to be adopted	Level 2 Inspection	Level 3 Inspection
Existing timber piles – main buildings	Existing turpentine timber piles have been retained. These piles exist under the internal building decks at the southern end of the pier. Inspections and testing have occurred to confirm they are in sound condition.	No maintenance or inspections required other than level monitoring.		Level survey and monitoring of representative sample of columns to confirm pile performance.
Existing concrete encased timber piles under aprons	The existing encased timber piles have been retained where they are in sound condition and of sufficient size to sustain the design loads. All of these piles have been wrapped in the tidal zone to protect them.	These piles are to be inspected regularly. At this stage allowance should be made for: <ul style="list-style-type: none"> • 50% of pile wraps to be replaced by year 25; and • 100% of pile wraps to be replaced by year 50; and • 10% of piles from year 50 to 100 to have full-length wrapping replaced. 	Visual inspection of tidal zone by engineer for all piles. Inspection from seabed to head of 10% of piles by divers (divers to be monitored by engineer).	Visual inspection of tidal zone by engineer for all piles. Inspection by divers from seabed to head of all piles not inspected in the previous two Level 2 Inspections.

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Element	Design and durability philosophy	Anticipated maintenance and repair methods to be adopted	Level 2 Inspection	Level 3 Inspection
Ballast fill	<p>Stability of these slopes has been augmented in some areas with additional piles to "nail" the slope.</p> <p>Apron piles have been checked for adequacy under the lateral loads that would be applied in the event of a local slip failure.</p>	<p>The only maintenance anticipated is to survey and monitor the levels of the apron & building slabs to confirm that they are within acceptable limits.</p>	<p>Review of batters by divers during pile inspection and any slippage to be noted. Divers supervised by engineer.</p>	<p>As for the Level 2 Inspections.</p>
Ground floor slabs (internal decks)	<p>These are all internal and therefore protected from the marine environment.</p> <p>Concrete strengths and covers have been adopted conservatively in accordance with a marine exposure.</p>	<p>These slabs will be monitored to record level over time.</p>	<p>Review slab condition during any suite refurbishment.</p>	<p>Review slab condition during any suite refurbishment.</p>
Existing concrete & steel beam apron structures	<p>The steel beams, and concrete slabs that constitute this structure have significant reserve capacity.</p> <p>Protective coatings have been applied to all of the Apron soffits.</p> <p>In addition to the coatings, the bottom flanges of the encased steel beams have in excess of 5mm corrosion allowance.</p>	<p>These elements will be inspected regularly.</p> <p>Some repairs are anticipated to be required to the protective coatings over the life of the structure.</p> <p>Allowance should be made to:</p> <ul style="list-style-type: none"> • locally patch the protective coating over 10% of the area at years 10 and 25; and • reapply the protective coating at years 50 and 75. <p>Contingencies available for augmenting or strengthening if required include:</p> <ul style="list-style-type: none"> • installation of steel plate 	<p>All soffits to be inspected.</p> <p>All top surfaces to be inspected.</p> <p>Concrete cores to be taken at year 12 for testing for chlorides to confirm the effectiveness of the silane coating.</p> <p>The need for any further testing will be confirmed following the results of these tests.</p>	<p>All soffits to be inspected.</p> <p>All top surfaces to be inspected.</p> <p>Concrete cores to be taken at year 12 for testing for chlorides to confirm the effectiveness of the silane coating.</p> <p>The need for any further testing will be confirmed following the results of these tests.</p>

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Element	Design and durability philosophy	Anticipated maintenance and repair methods to be adopted	Level 2 Inspection	Level 3 Inspection
Timber roof trusses	<p>These elements are internal and therefore protected from the elements.</p> <p>They are generally in good condition and will be retained.</p> <p>It is expected that they will continue to provide long term durability.</p> <p>Damaged sections will be repaired or replaced.</p>	<p>strengthening to steel beams; and</p> <ul style="list-style-type: none"> local replacement of concrete slabs. <p>Regular inspections are to occur to check for water and termite damage.</p>	<p>A termite inspection is to be performed every year on selected numbers.</p> <p>A visual inspection of the trusses will be performed.</p>	<p>As for Level 2 Inspections.</p>
Timber columns	<p>Same as for "Timber roof trusses" above.</p>	<p>Same as for "Timber roof trusses" above.</p>	<p>Same as for "Timber roof trusses" above.</p>	<p>Same as for "Timber roof trusses" above.</p>
Steel columns beams and trusses	<p>Generally these are in good condition with some local damage in areas.</p> <p>These elements have reserve capacity and will be retained and repaired where necessary.</p> <p>An appropriate protective coating system will be applied.</p>	<p>Regular inspections to confirm the adequacy of the protective coating.</p>	<p>Visual inspection of all columns.</p>	<p>As for Level 1 Inspections.</p>
Existing first floor timber structure	<p>Generally in good condition with some damaged areas.</p> <p>These elements have reserve capacity and will be retained and repaired where necessary.</p>	<p>Visual inspection of selected areas.</p>	<p>Visual inspection of selected areas.</p>	<p>As for Level 1 Inspections.</p>

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Element	Design and durability philosophy	Anticipated maintenance and repair methods to be adopted	Level 2 Inspection	Level 3 Inspection
Existing raised centre roadway structure	Generally in good condition with some damaged areas. These elements have reserve capacity and will be retained and repaired where necessary.	Remove loose and drummy concrete and treat exposed steel.	Complete visual inspection of soffit. Identify loose material. Treat rusty steel.	As for Level 1 Inspections.

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Annexure B - Requirements for surveys

1 Aim

To monitor the long-term performance of the Marine Structures by adding survey data to the existing database generated during construction of Jones Bay Wharf. Survey data will be procured at regular intervals. Regular survey will provide evidence of the performance of the existing timber piles and new steel piles as well as an indication of batter stability.

2 Definition of survey points

The following locations are defined as the monitoring locations for Jones Bay Wharf. The locations were determined in consultation with a structural engineer:

- (a) establish reference points on each grid from Grid 28 west through to Grid 28 east. On each Grid reference two points, one adjacent to apron edge and one adjacent to the building structure;
 - (b) establish reference points on every second Grid on the eastern and western side of the Apron from Grid 28 to Grid 0. Locate two reference points as noted in (a) above;
 - (c) establish reference points on internal columns in each building at every 4th Grid commencing on Grid 38 (i.e. 34, 30, 26, 22 etc).
-

3 Method

During construction of Jones Bay Wharf a detailed program of survey was conducted. On the course of piling operations weekly motoring of fixed locations occurred. A matrix of reference points along with corresponding levels has been documented. The record of survey is on file in the Building Management Areas.

This matrix will be altered to reflect the locations described in clause 2(a), (b) and (c) of this annexure and include initial reference levels, levels obtained following the conclusion of piling operations (November 2001), level obtained by survey of (a), (b) and (c) above as of February 2003 and yearly frequencies thereafter.

Annexure C - Established survey reference points

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STRATASURV
 REGISTERED SURVEYORS
 DEVELOPMENT CONSTRUCTION STRATA

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 email: sydney@stratasurv.com.au
 Melbourne, Brisbane, Dural,
 Murwillumbah, Tweed Coast

Project: Jones Bay Wharf
Client: Multiplex

GRID	LR	04.06.03		REL	17/02.04		17/02.05		17/02.06		17/02.07		17/02.08	
		LEVEL	SHIPPING CONTAINER OVER MARK		LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL		
0	AD													
	B		103.1732	NMP										
2	AD		102.8849	NMP										
	B		103.1801	NMP										
	C		103.4515	NMP										
	D		103.4798	NMP										
	G	103.431		0.000										
4	AD	102.899		0.000										
	B		103.169	NMP										
	J		103.127	NMP										
	KD		102.861	NMP										
6	AD	102.887		0.000										
	B		103.182	NMP										
	C		102.887	NMP										
	D		103.508	NMP										
	E	103.162		-0.003										
	G	103.249		0.001										
	H		COLUMN WITHIN WALL											
	I		103.459	NMP										
	J		103.155	NMP										
	KD		102.867	NMP										

GRID	LR	04.06.03		REL	17/02.04	17/02.05	17/02.06	17/02.07	17/02.08
		LEVEL	LEVEL						
8	AD		102.885	NMP					
	B		103.170	NMP					
	J		103.192	NMP					
	KD		102.870	NMP					
10	AD		102.870	NMP					
	B		103.178	NMP					
	C		103.372	NMP					
	D		103.369	NMP					
	E		103.598	NMP					
	G		103.572	NMP					
	H		103.476	NMP					
	I		103.508	NMP					
	J		103.189	NMP					
	KD		102.853	NMP					
12	AD		102.849	NMP					
	B		103.177	NMP					
	J		103.178	NMP					
	KD		102.858	NMP					
14	AD	102.891	102.892	0.001					
	B		103.162	NMP					
	C		103.473	NMP					
	D		103.461	NMP					
	E	103.247	103.249	0.001					
	G		103.579	NMP					
	H		103.393	NMP					
	I		103.389	NMP					
	J2	103.163	103.152	-0.011					
	KD		102.845	NMP					
16	AD	102.9	102.900	0.000					
	B		103.134	NMP					
	J2	103.172	103.163	-0.009					
	KD		102.861	NMP					
17	E	103.236	103.222	-0.014					
	G		103.219	-0.009					

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GRID	LR	04.06.03		17/02.04		17/02.05		17/02.06		17/02.07		17/02.08	
		LEVEL	REL	LEVEL	REL	LEVEL	REL	LEVEL	REL	LEVEL	REL	LEVEL	REL
18	AD 102.904	102.904	0.000										
	B	103.114	NMP										
	C	103.476	-0.007										
	D	WITHIN SUBSTATION											
	E	103.219	NMP										
	G	103.524	NMP										
	H	103.709	NMP										
	I	103.924	NMP										
	J	103.156	NMP										
	KD 102.874	102.875	0.001										
20	AD 102.892	102.891	-0.001										
	B	102.927	NMP										
	J	102.970	0.001										
	KD 102.869	102.870	0.001										
22	AD 102.895	102.896	0.001										
	B	103.146	NMP										
	C	103.355	NMP										
	D	103.371	NMP										
	E	103.317	NMP										
	G	103.206	NMP										
	H	103.393	NMP										
	I	103.376	NMP										
	J	103.124	NMP										
	KD 102.875	102.875	0.000										
24	AD 102.891	102.892	0.001										
	B	103.113	NMP										
	J2	103.142	NMP										
	KD 102.887	102.888	0.001										
26	AD 102.879	102.879	0.000										
	B	103.123	NMP										
	C	103.355	NMP										
	D	103.352	NMP										
	E	103.389	NMP										
	G	103.063	-0.011										

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GRID	LR	04.06.03		REL	17/02.04	17/02.05	17/02.06	17/02.07	17/02.08
		LEVEL	LEVEL						
				NMP					
	H		103.365	NMP					
	I		103.377	NMP					
	J2		103.150	NMP					
	KD	102.88	102.880	0.000					
28	AD	102.883	102.882	-0.001					
	B		103.122	NMP					
	J2		103.125	NMP					
	KD	102.915	102.916	0.001					
30	AD	102.879	102.880	0.001					
	C		103.359	NMP					
	D		103.398	NMP					
	E		103.032	NMP					
	G		103.005	NMP					
	H		103.385	NMP					
	I		103.388	NMP					
	J2		103.133	NMP					
	KD	102.911	102.913	0.001					
34	AD	102.867	102.866	-0.001					
	B		103.142	NMP					
	C		103.386	NMP					
	D		103.385	NMP					
	E		103.024	NMP					
	G		103.329	NMP					
	H		103.337	NMP					
	I		103.356	NMP					
	J		103.132	NMP					
	KD		102.866	NMP					

NMP DENOTES NEW MARK PLACED
 LR DENOTES LAST READING (DATE VARIES) REFER TO MULTIPLEX 'LEVEL MONITORING DATA, ISSUE #13'
 REL DENOTES RELATIVE DIFFERENCE
 UNIT ARE IN METRES
 VALUES ARE AHD + 100.000m

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Annexure D - Consultants directory

- (a) Robert Bird & Partners, Main Wharf - Structural Design
Contacts: Mr Chris Potter & Dr Zhen Lui
Level 10, 30 Clarence Street
SYDNEY NSW 2000
Phone: (02) 9279 3177
- (b) Jeffrey & Katauskas, Main Wharf - Geotechnical Design
Contact: Mr Linton Speechley
39 Buffalo Road
GLADESVILLE NSW 2111
Phone: (02) 9809 7322
- (c) Patterson Britton & Partners Pty Ltd, Private & Commercial Berthing
Contacts: Mr Peter Coltman and Ms Natalie Lane
Level 2, 104 Mount Street
NORTH SYDNEY NSW 2060
Phone: (02) 9957 1619
- (d) State Forests, Main Wharf - Timber Testing & Termite Control
Contact: Mr Richard Forrester
Building 2, 423 Pennant Hills Road
PENNANT HILLS NSW 2120
Phone: (02) 9980 4100
- (e) StrataSurv - Survey
Contact: Mr Anthony Mitchell
1 Broughton Street
CONCORD NSW 2137
Phone: (02) 9715 1133

SP69951

Strata Management Statement for Jones Bay Wharf

Schedule 7 - Environment Management Plan

SP69951

1 Occupational Health and Safety Act 1983 (NSW)

The Committee must, at its cost, ensure to the maximum extent permitted by law that the Committee does not do (or fail to do) anything which may result in the Authority being in breach of its obligations for Jones Bay Wharf under the *Occupational Health and Safety Act 1983* (NSW).

2 Information and certificates the Committee must provide

2.1 Non-compliance with Environment Protection Strategy

If the Authority considers the Committee has not complied with its obligations under the Environment Protection Strategy:

- (a) the Authority may notify the Committee in writing asking for information about the alleged non-compliance. The Authority may request whatever information it considers reasonable to ascertain whether or not the Committee has complied with its obligations; and
- (b) the Committee must give the Authority the requested information within 10 Business Days of receiving the request.

2.2 Certificates about compliance with the Environment Protection Strategy

The Authority may at any time require the Committee to obtain a certificate to show whether:

- (a) the Committee has complied with its obligations under the Environment Protection Strategy; or
- (b) the Committee should take steps to prevent a breach of its obligations from occurring.

The certificate must:

- (c) be in a form reasonably approved by the Authority; and
- (d) be prepared by an appropriately qualified and experienced person reasonably approved by the Authority; and
- (e) state whether or not the Committee has breached its obligations; and
- (f) whether the Committee should adopt any precautions to prevent a breach occurring.

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The Committee must provide the certificate to the Authority within 30 Business Days after the Authority requests the certificate.

2.3 Failure to provide a certificate

If the Committee does not provide the certificate according to clause 2.2 of this Management Plan (“Certificates about compliance with the Environment Protection Strategy”), the Authority may arrange for a certificate to be prepared.

2.4 Costs for obtaining a certificate

The Committee must pay all costs of obtaining a certificate under this clause 2 within five Business Days of being requested to do so by the Authority unless:

- (a) the certificate confirms in all respects information provided by the Committee under clause 2.1(b) of this Management Plan (“Non-compliance”); or
- (b) the Authority did not notify the Committee according to clause 2.1(a) in this Management Plan (“Non-compliance”) before requiring the Committee to obtain the certificate.

2.5 Remediating breaches

The Committee must promptly remedy any breach of the Environment Protection Strategy referred to in the certificate.

3 Authority to be informed of complaints and notices

The Committee must give immediate notice in writing to the Authority if:

- (a) a complaint is made; or
- (b) proceedings are instituted; or
- (c) a notice, order or directive is issued

against the Committee in connection with:

- (d) issues relating to the Environment; or
- (e) non compliance with Environmental Laws in respect of Jones Bay Wharf or in connection with the Committee’s use or occupation of Jones Bay Wharf.

4 Environmental liabilities

Each person bound by this management statement is severally liable for and indemnifies the Authority against Environmental Liabilities caused or contributed to by that person or that person’s employees, agents or contractors. It is not necessary for the Authority to incur expenses or make any payment before enforcing this right of indemnity.

Strata Management Statement for Jones Bay Wharf

Schedule 8 - Approvals

SP69951

1 No application lodgment without consent

1.1 Obligations of Committee and Members

The Committee, Members, Owners and Occupiers must not lodge an Application with a Government Agency without first obtaining the Authority's consent to that Application.

1.2 Timing

An applications for Approval must be lodged with the Authority for consent not less than:

- (a) five Business Days in the case of an Application for Type C Works; and
- (b) ten Business Days in the case of an Application for a Construction Certificate or Building Approval; and
- (c) 15 Business Days in the case of a new Application; and
- (d) ten Business Days in the case of other Applications

prior to the intended date for lodgment of the Application with the relevant Government Agency.

2 Documents to accompany Application

These requirements apply to making an Application:

- (a) the applicant must include with the Application such documentation (including plans and specifications) for the works and such other information in respect of the works as the Authority requires in its reasonable discretion; and
- (b) the applicant must include with the Application a new heritage impact statement for Jones Bay Wharf if required under the Conservation Management Plan
- (c) the Application must specify the external design, appearance, material and finishes of the works proposed to be carried out; and
- (d) the Application must be consistent with this management statement and the Guidelines.

3 Approval process

SP69951

3.1 Criteria for Approvals

The Authority must consider all requests for Approvals but may withhold its consent in its reasonable discretion except that such consent:

- (a) may be withheld in the Authority's absolute discretion if the Application relates to a use which is not authorised under clause 26 ("Use of Lots"); and
- (b) may be withheld if the Authority, acting reasonably, considers that the Application does not disclose that any works will be in conformity with the planning schemes, interim development orders or other codes which apply to or in respect of those works or Jones Bay Wharf; and
- (c) may be withheld if the Authority, acting reasonably, considers that the Application is inconsistent with the Guidelines; and
- (d) must be given in relation to Applications relating to Type C Works if:
 - (i) the proposed works comply with the Conservation Management Plan; and
 - (ii) the proposed works comply with the Development Consent or such other development consent that is currently applicable to Jones Bay Wharf.

3.2 Authority's response

In all circumstances where the Authority has refused consent, including where the Authority has an absolute discretion to do so, the Authority must simultaneously provide to the Committee and the applicant a written statement of the reason or reasons why the Authority's consent was refused.

3.3 Time for the Authority's response

The Authority's consent to an Application must be given or refused:

- (a) within 15 Business Days for new Applications; and
- (b) within 10 Business Days for other Applications; and
- (c) within five Business Days for Applications for Type C Works after receipt of:
 - (d) a notice in writing from the applicant requesting the Authority's consent; and
 - (e) all relevant supporting documentation which the relevant Government Agency will require to consider the Application.

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3.4 Time for lodgment with Government Agency

Following the Authority's consent being obtained, an applicant must lodge:

- (a) a development application or modification of a development application within five Business Days of the Authority's approval to such Application being given; and
- (b) an Application for a Construction Certificate or Building Approval (as the case may be) within 10 Business Days after the Authority's approval to such Application being given.

4 Authority's role in Applications

4.1 Consultation

The Committee, Members, Owners and Occupiers must consult and discuss with the Authority, and pay all due regard to, any comments or suggestions the Authority may make in respect of the proposed terms and conditions of an Application.

4.2 Capacity of the Authority

The Committee, Members, Owners and Occupiers acknowledge that, in giving or withholding its consent to an Application, the Authority is not acting in the capacity of a consent or approvals authority.

4.3 No liability

The Authority has no liability to the Committee, Members, Owners or Occupiers in respect of any damage or loss arising from or any costs, charges or expenses incurred in connection with:

- (a) the Authority approving an Application or any delay in approving an Application; or
- (b) any conditions attaching to those approvals; or
- (c) anything contained in the Guidelines

and the Committee, Members, Owners and Occupiers release the Authority from all such damage, loss, costs, charges and expenses.

4.4 No obligation for design and construction

Neither the requirement to obtain the approval of the Authority nor any such approval given by the Authority in any way imposes expressly or by implication any duty, obligation or liability upon the Authority in relation to the design or construction of the improvements the subject of any works. The Committee, Members, Owners and Occupiers expressly acknowledge and confirm without reservation that they:

- (a) are relying entirely on their own skill and judgement and that of their employees, consultants and agents in relation to those works and are

not relying upon the skill and judgement of the Authority or any of the Authority's officers, employees, consultants and agents; and

- (b) recognise the approval of the Authority is intended merely as a procedure to enable the Authority to perform its rights, and protect its legitimate interests, as the Authority and as a statutory authority (including compliance with or any current Development Consent and the Guidelines) and without limitation shall not relieve the Committee, Members, Owners and Occupiers of their responsibilities for or in connection with those works.

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5 Copies of Applications

The Committee, Members, Owners and Occupiers must promptly give the Authority a copy of:

- (a) each Application they lodge with a Government Agency; and
- (b) all Approvals and plans and specifications approved by a Government Agency; and
- (c) all correspondence to and from a Government Agency relating to an Application; and
- (d) any written objections to an Application of which they receive a copy; and
- (e) all consents, approvals and certificates received and notices gazetted in relation to any Application.

Strata Management Statement for Jones Bay Wharf

Schedule 9 - Appointment Form

SP69951

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JONES BAY WHARF Appointment Form

This form is for use by members of the Jones Bay Wharf Building Management Committee who wish to appoint a new or replacement representative or substitute representative. See clause 24 in the Jones Bay Wharf strata management statement for more information.

Date	
Your name	
Strata Scheme	

Part A

Appointment of a new representative

Complete this part if you have not previously appointed a representative.

Name of representative	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part B

Appointment of a replacement representative

Complete this part if you have previously appointed a representative and you wish to appoint a different representative. When the Building Management Committee receives this form, the appointment of your previous representative is terminated and the new representative is appointed.

Name of current representative	
Name of new representative	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

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Part C

Appointment of a new substitute representative

Complete this part if you have not previously appointed a substitute representative.

Name of substitute representative	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part D

Appointment of a replacement substitute representative

Complete this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Building Management Committee receives this form, the appointment of your previous substitute representative is terminated and the new substitute representative is appointed.

Name of current substitute representative	
Name of new substitute representative	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?	

.....
Signature or execution by Member

.....
Signature of representative or substitute representative (or replacement member or substitute member)

Notes

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (or replacement member or substitute member).

Strata Management Statement for Jones Bay Wharf

Schedule 10 - Proxy Form

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JONES BAY WHARF Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we,....., appoint as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for *months/*meetings

* This form authorises the proxy to vote on my/our behalf on all matters **OR** * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member)

Signature or representative or substitute representative (if proxy appointed by them)

Signature of proxy

Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

Strata Management Statement for Jones Bay Wharf

Schedule 11 - Membership Form

SP69951

SP69951

JONES BAY WHARF Membership Form

This form is for use by new members of the Jones Bay Wharf Building Management Committee or existing members who lease their lot or change their contact details. See clause 23 in the Jones Bay Wharf strata management statement for more information.

Date	
Your name	
Lot owned	

Part A: New member

Complete this part if you have purchased a commercial lot or are a new owners corporation.

Date on which you became a member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

Part B: New tenant or licensee

Complete this part if you are the owner of a commercial lot and you have leased or licensed your lot (or part of it) or you have a new tenant or licensee.

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	
Their facsimile number	
Their e-mail address	

Part C: Change of address details

Complete this part if you have changed your address or other contact details.

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

Signature or execution by
Member

.....

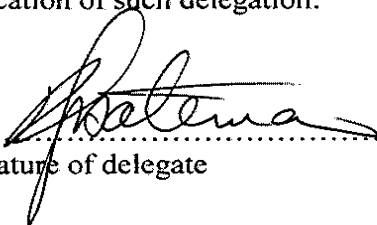
Strata Management Statement for Jones Bay Wharf

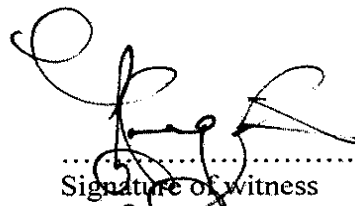
Signing page

SP69951

DATED: 22.9.03

Signed by **RON BATEMAN** for and on behalf of the **SYDNEY HARBOR 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
GEORGE CHRIS PANAGAKIS.

REGISTERED  JM 9.10.2003



STRATA CERTIFICATE

Name of Owner / Accredited Certifier: **GORDON WREAN**
 I hereby certify that the requirements of the Scheme-Strata Scheme (Land Development) Act 1986 have been complied with, in respect of the proposed development.
 * strata plan / strata plan of subdivision registered in the name 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 scope of the strata development consent to which it relates.
 The Council does not object to the encroachment of the building beyond the alignment of:

The approved is given on the condition that the use of lot (6) (being utility lot) is 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 plan concerned, as referred to in a section 39 of the Strata Schemes (Strata Development) Act 1973 or section 68 of the Strata Schemes (Strata Development) Act 1986.

Date: **29 SEP 2003**
 Solicitor No.: **SC 237**

Accreditation No.: **P50A 003**
 Relevant Development Consent No.: **D/O 3/00057**
 Issued by: **SYDNEY COUNCIL**

(Signature of Accredited Certifier)
 Accredited Certifier

SURVEYOR'S CERTIFICATE

I, **ANDREW P MASON** of **FRANK M MASON & CO. PTY LTD** DX 3511 MILSON'S POINT a surveyor registered under the Surveyors Act, 1929, hereby certify that:
 (1) each applicable requirement of Schedule 14 to the Strata Schemes (Land 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 is appropriate consent has been obtained by registered
 * has been obtained by registered
 * is to be sealed under section 88a of the Conveyancing Act 1919.

(3) the survey information recorded in the accompanying location plan is accurate.
 Signature: *(Signature of Andrew Mason)*
 Date: **14.08.2003**

* Delete if inapplicable
 1 State whether dealing or plan, and quote registered number:
 THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

* (insert appropriate Model By-laws adopted for the scheme keeping of Antimicrobial By-laws filed with plan Schedule of By-laws in 25 sheets filed with plan No By-laws apply
 * Delete if inapplicable
 * Delete if inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE
1	150
2	150
3	180
4	180
5	180
6	180
7	220
8	220
AGG.	1460

PLAN OF SUBDIVISION OF LOT 4 DP 1050360

L.G.A. **SPADEY** Suburb/Locality : **PYRMONT**
UNINCORPORATED

Parish : **ST ANDREW** County : **CUMBERLAND**

Name of, and address for owners corporation
 (Address required on original strata plan only.)
THE OWNERS
STRATA PLAN No. SP70640
WHARVES 19, 20 & 21
PYRMONT NSW 2009

SP70640

Registered : **NS 10-10-2003**

Purpose : **STRATA PLAN**

Ref. Map : **U18L45-113**

Last Plan : **DP 835994#**
ROLL PLAN 138#
DP 1050360

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
 THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT FILED WITH SP 69961

Signed by **RAN BATEMAN** 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 Ran Bateman)
BATEMAN (delegate)

(Signature of witness)
GEORGE GIESS PANAGIOTIS

PLAN AMENDED TO SURVEYOR 8/10/03

SP70640

13
DP 883135
ROAD

6
DP 1002200

17.355

46.795

(COMMON PROPERTY)

(1.84)
(0.09)

PIRRAMA
26.1

0.76
20.785

EDGE OF CONCRETE APRON
0.49 APRON TO BOUNDARY

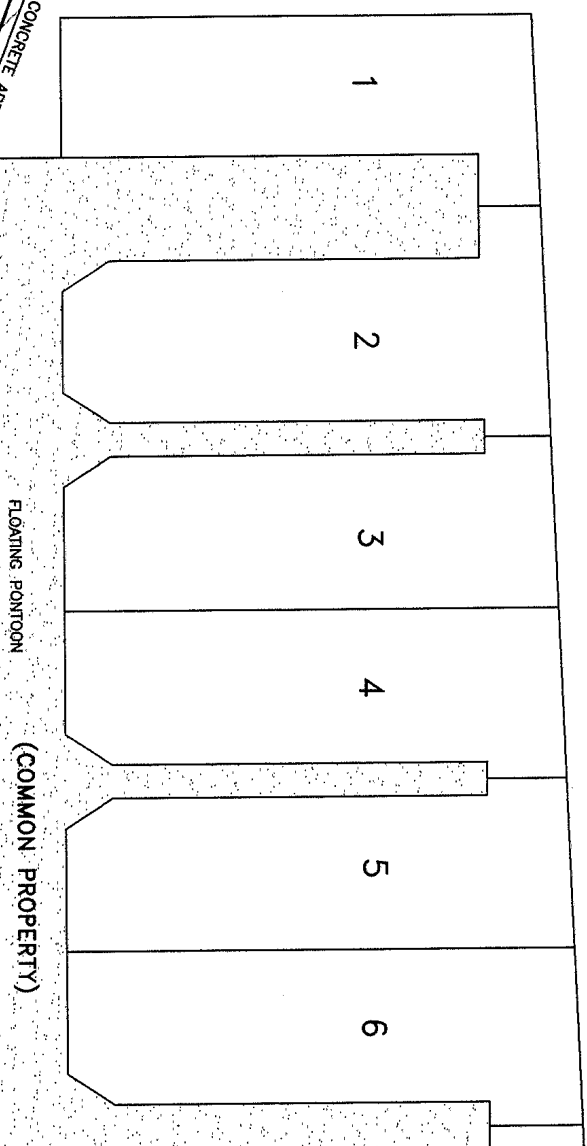
EDGE OF CONCRETE APRON
0.49 APRON TO BOUNDARY

51.5

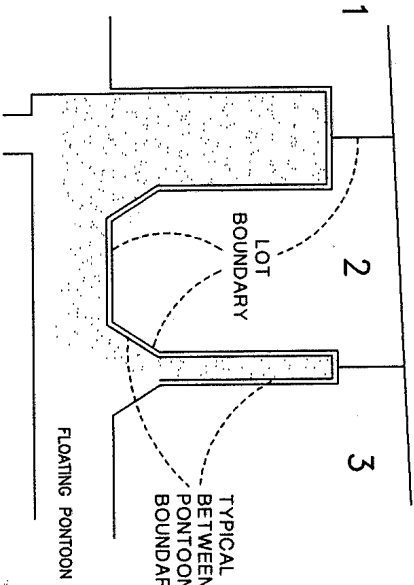
2 DP 1050360

0.58 APRON TO BOUNDARY

3 DP 1050360



TYPICAL LAYOUT
NOT TO REDUCTION RATIO



LOCALITY PLAN

Reduction Ratio 1:200 29488126 Lengths are in metres

Andrew Kaba
Registered Surveyor

John A. De
Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 294885P4



MALLESONS STEPHEN JAQUES

SP70640

19²⁰ | 21
JONES BAY WHARF

By-laws for the Private
Berthing Facility

Mallesons Stephen Jaques

Level 60
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney

By-laws for the Private Berthing Facility at Jones Bay Wharf

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By-laws for the Private Berthing Facility at Jones Bay Wharf

1 About the by-laws

1.1 Purpose

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

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

1.3 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 Strata Management Statement or the lease the Owners Corporation has with the Authority for Common Property.

2 Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operation of issues affecting the Private Berthing Facility and Jones Bay Wharf generally. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) Management Plans, which contain provisions about heritage requirements, maintenance of the Private Berthing Facility and protection of the environment around the Private Berthing Facility and Jones Bay Wharf generally; and
- (b) Management Strategies, which regulate things like waste storage and removal and vehicle access to the Public Access Areas; and
- (c) Building and Use Standards, which contain important provisions about the use and operation of the Private Berthing Facility and the use and operation of vessels moored in your Lot; and
- (d) the apportionment of costs for and the maintenance of Shared Facilities; and
- (e) requirements for using Shared Facilities; and
- (f) insurance requirements.

2.2 Who must comply with the Strata Management Statement?

The Owners Corporation, Owners and Occupiers must comply on time and at their cost with their obligations under the Strata Management Statement.

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2.3 Building Management Committee and appointing a representative

The Building Management Committee is established under the Strata Management Statement and the Development Act to administer issues affecting the Private Berthing Facility and Jones Bay Wharf generally. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee. See the Strata Management Statement for more information.

2.4 Consents under the Strata Management Statement

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

2.5 Inconsistency between the by-laws and the Strata Management Statement

Subject to by-law 3.5 (“Inconsistencies between the by-laws and leases”), if there is any inconsistency between the Strata Management Statement and the by-laws, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

2.6 More information

Under the Strata Management Statement, the Building Management Committee is required to keep records at Jones Bay Wharf and make them available for your inspection, including:

- (a) the Strata Management Statement; and
- (b) the Building and Use Standards; and
- (c) Management Plans; and
- (d) Management Strategies.

3 Leases with the Authority

3.1 Leasehold strata scheme

The Private Berthing Facility is a leasehold Strata Scheme under the Development Act. The Authority is the owner of the freehold estate in the land over which the strata plan for the Private Berthing Facility is registered.

3.2 Owners Corporation lease

The Owners Corporation has a lease with the Authority for Common Property. The Authority is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with its lease with the Authority for Common Property.

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3.3 Lot leases

Each Lot in the Private Berthing Facility is subject to a lease from the Authority. The landlord is the Authority and the tenant is the Owner (including an Owner that has taken an assignment of the lease from their immediate predecessor in title). You must comply on time and at your cost with your lease with the Authority for your Lot.

3.4 Consents under leases

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

3.5 Inconsistencies between the by-laws and leases

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

4 Exclusive Use By-Laws

4.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, 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.

4.2 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.

4.3 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.

4.4 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.

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4.5 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.

4.6 Additional insurances

In addition to their obligations under by-law 14 (“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.

4.7 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 Management Act, the Strata Management Statement, the by-laws and its lease with the Authority for Common Property. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

5 Your behaviour

5.1 What are your general obligations

You must comply on time and at your cost with your obligations under the Building and Use Standards and, in particular, part 2 of those standards. That part contains several requirements about your use and occupation of your Lot and the Private Berthing Facility generally.

5.2 Some prohibitions

You must not:

- (a) do anything that might interfere with any shipping channel adjacent to the Private Berthing Facility; or
- (b) make noise or behave in a way that might interfere with another Owner or Occupier or their visitors; or
- (c) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (d) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property; or
- (e) obstruct the legal use of Common Property by any person; or
- (f) do anything in the Private Berthing Facility which is illegal; or

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- (g) do anything that might damage the good reputation of the Owners Corporation or the Private Berthing Facility.

5.3 Clothing

You must be adequately clothed:

- (a) when you are on Common Property; and
- (b) if you may be seen from outside a vessel moored in your Lot, when you are on board the vessel.

5.4 Children

Unless an adult exercising effective control is with them, you must not allow children in your care to be in an area of Common Property that may be dangerous to children.

5.5 Garbage storage and disposal

Your obligations and rights for the storage and disposal of garbage and recyclable materials from your Lot are in the Strata Management Statement and, in particular, the Management Strategy for waste storage and removal.

5.6 Parking

Your rights and obligations about parking on the Public Access Areas when you make deliveries to or service your vessel are in the Strata Management Statement and the easements registered with DP1050360. See by-law 16 ("Public Access Areas") for more information.

5.7 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

6 You are responsible for others

6.1 Obligations for Occupiers

If you are an Owner, you must:

- (a) include in any lease or other agreement with an Occupier of your Lot provisions requiring the Occupier to refrain from breaching the by-laws and the Strata Management Statement; and

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- (b) use your reasonable endeavours to ensure that any Occupier of your Lot and their invitees refrain from breaching the by-laws and the Strata Management Statement; and
- (c) take all action reasonably available to you, including action under any lease or other agreement, to make them refrain from breaching the by-laws and the Strata Management Statement or leave the Private Berthing Facility.

6.2 Occupier may exercise rights under Strata Management Statement

If you are an Owner, you may allow the Occupier of your Lot to exercise your rights under the Strata Management Statement. However, you remain responsible to the Owners Corporation and the Building Management Committee to comply with your obligations under the Strata Management Statement.

6.3 Obligations for visitors

You must:

- (a) take all reasonable actions to ensure your visitors refrain from breaching the by-laws and the Strata Management Statement; and
- (b) make your visitors leave the Private Berthing Facility if they do not refrain from breaching the by-laws or the Strata Management Statement.

6.4 Actions of others

You must not allow another person to do anything that you cannot do under the by-laws, the Strata Management Statement or your lease for your Lot with the Authority.

7 Your Lot

7.1 What are your general obligations?

You must, at your cost:

- (a) comply with the Building and Use Standards in relation to your Lot and vessels moored in your Lot; and
- (b) comply with the Management Plans and Management Strategies in relation to your Lot; and
- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement that services your Lot and is not Common Property (whether or not you made the installation or alteration); and
- (d) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and

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- (e) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Building Management Committee.

7.2 Authorised uses of your Lot

You must use your Lot only for private purposes in accordance with the Strata Management Statement, your lease with the Authority for your Lot and the requirements of Government Agencies.

7.3 Approval of other uses

If you propose to use your Lot for a purpose other than those referred to in by-law 7.2 (“Authorised uses of your Lot”), you must obtain all necessary consents required under the Strata Management Statement and your lease with the Authority, including consents from relevant Government Agencies.

7.4 Rights of the Owners Corporation to enter your Lot

In addition to its rights under by-law 20 (“Failure to comply with the by-laws”), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

7.5 Rights of the Building Management Committee to enter your Lot

The Owners Corporation authorises the Building Management Committee to exercise its right to enter your Lot to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Lot (or which are accessible through your Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Strata Management Statement.

7.6 Some prohibitions

You must not:

- (a) moor a derelict vessel in your Lot; or
- (b) hang towels, laundry, bedding or other articles on a vessel moored in your Lot if they are visible from outside the vessel.

8 Signage

8.1 When do you need consent

The installation of signage in your Lot and on Common Property is regulated under the Strata Management Statement and, in particular, the Building and Use Standards. You must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before you install a sign in your Lot or on Common Property.

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8.2 For sale signs

In addition to your obligations under this by-law 8 and the Strata Management Statement, you must not install or display in your Lot or on Common Property any “For Sale” or “For Lease” signs.

8.3 Owners Corporation

The Owners Corporation must obtain all necessary consents under the Strata Management Statement and the Building and Use Standards before it installs a sign on Common Property.

9 Keeping an animal

9.1 Your obligations

You must not keep an animal in your Lot or on the Common Property unless it is a guide dog, a hearing dog or other animal trained to assist to alleviate the effect of a disability and you need the dog or other animal because of a visual, hearing or other disability.

9.2 Your visitors

You must not allow your visitors to bring an animal into the Private Berthing Facility unless it is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual, hearing or other disability.

10 Development Deed

10.1 Powers of the Owners Corporation

The Owners Corporation has the power to enter into a Development Deed with the Developer.

10.2 Purpose of the Development Deed

The purpose of the Development Deed is to allow the Developer to carry out works in Jones Bay Wharf, subdivide Stratum Lots and subdivide Lots in the Private Berthing Facility and other lots in Strata Schemes.

10.3 Provisions of the deed

The Development Deed may contain provisions about things like:

- (a) the rights of the Developer to carry out construction and subdivide Stratum Lots, Lots in the Private Berthing Facility and lots in other Strata Schemes; and
- (b) the right of the Developer to use Common Property for the purposes of the construction and subdivision; and

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- (c) the obligation of the Owners Corporation to sign a strata management statement for a strata plan to be registered in respect of a Stratum Lot; and
- (d) the obligation of the Owners Corporation to consent to any application by the Developer to dispense with the requirement to lodge a strata management statement for a strata plan to be registered in respect of a Stratum Lot; and
- (e) the obligation of the Developer to cause minimal interruption to Owners and Occupiers when carrying out works under the Development Deed; and
- (f) the obligation of the Owners Corporation to ensure that the Developer may lodge strata plans and strata plans of subdivision contemplated in the Development Deed.

11 Common Property

11.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities.

11.2 Role of the Building Management Committee

The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

11.3 What are your obligations?

You must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons carrying out Works in the Private Berthing Facility on your behalf.

11.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out any works that affect Common Property; or
- (b) interfere with or damage Common Property; or
- (c) remove anything from Common Property that belongs to the Owners Corporation; or

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- (d) interfere with the operation of Common Property equipment.

11.5 Some prohibitions

You must not place or store any items on Common Property.

12 Licences

12.1 Powers of the Owners Corporation

If permitted by law, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities). The Owners Corporation may exercise its powers under this by-law 12 only by ordinary resolution at a general meeting.

12.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 12 may include provisions about things like:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

13 Exclusive Use of Service Pylons and Services

13.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner. By-laws 4.3 (“Occupiers may exercise rights”) to 4.7 (“Access to exclusive use areas”) apply to this Exclusive Use By-Law.

13.2 Exclusive use and special privileges

Each Owner has:

- (a) exclusive use of the Service Pylon which provides Services to their Lot (which must be exercised jointly with the Owner of any other Lot to which that Service Pylon provides Services); and
- (b) the special privilege to connect their vessel to and use the services supplied through that Service Pylon while the vessel is moored in their Lot.

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You do not need consent from the Owners Corporation or the Building Management Committee to exercise your special privileges under this Exclusive Use By-Law.

13.3 Rights and obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) maintain, repair and replace Service Pylons; and
- (b) pay service providers for Services supplied to the Private Berthing Facility (including Services supplied through Service Pylons); and
- (c) regularly read Service Pylons and record Services consumed by the use and occupation of each Lot; and
- (d) recover the costs for Services supplied to a Lot from the Owner of the Lot according to Service Pylon readings.

13.4 Payments you must make

You must pay the Owners Corporation its costs:

- (a) for maintaining Service Pylons according to the relative proportion of the unit entitlements for your Lot; and
- (b) for Services supplied to your Lot (and measured by the Service Pylon for your Lot) according to the readings of your Service Pylon made by the Owners Corporation according to this Exclusive Use By-Law.

13.5 Billing costs under this by-law

To ensure the Owners Corporation has sufficient funds to pay Service consumption costs, the Owners Corporation may require you to make advance payments on account of future Service consumption costs.

13.6 Adjusting advance payments

If the Owners Corporation requires you to make advance payments:

- (a) the Owners Corporation must apply any overpayment to the next Service consumption cost owed by you; and
- (b) you must immediately pay the Owners Corporation if your advance payment is not sufficient to meet the actual Service consumption cost for your Lot.

13.7 Regular accounts

The Owners Corporation must give you regular accounts for your costs under this by-law 13 and for any advanced payments. The Owners Corporation may:

- (a) include the account in notices for your administrative fund contributions; and

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- (b) require you to pay your costs quarterly (or for other periods reasonably determined by the Owners Corporation).

13.8 Adding Services

The Owners Corporation has the power to provide additional services to Lots provided that the Services are supplied via the Service Pylons for each Lot. You may install additional Services for your Lot only if you obtain consent from the Owners Corporation.

14 Insurance premiums

14.1 Consent from the Owners Corporation

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

14.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 14, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

14.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

15 Security at the Private Berthing Facility

15.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into the Private Berthing Facility and prevent fires and other hazards.

15.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of the Private Berthing Facility.

15.3 Restricting access to Common Property

Subject to the by-laws and the Strata Management Statement, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and

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- (b) allow security personnel to use part of Common Property to operate or monitor security of the Private Berthing Facility. The Owners Corporation may exclude you from using these parts of Common Property.

15.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Private Berthing Facility.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

15.5 Providing Owners and Occupiers with Security Keys

The Building Management Committee is responsible to provide Owners and Occupiers with Security Keys to access Jones Bay Wharf and for other Shared Facilities (subject to the requirements in the Strata Management Statement for use of those facilities).

15.6 Capacity of Owners Corporation

The Owners Corporation may exercise its rights under this by-law 15 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

15.7 Restrictions on exercising rights

When the Owners Corporation exercises its rights under this by-law 15 it must comply with the Strata Management Statement and must not interfere with Shared Facilities.

16 Public Access Areas

16.1 Use

Parts of the Public Access Areas are, subject to the easements registered with DP1050360, available for 24 hour use by:

- (a) members of the Building Management Committee; and
- (b) lessees and occupiers of Lots in Strata Schemes and Stratum Lots; and
- (c) members of the public.

16.2 Obligations under the Strata Management Statement

Under the Strata Management Statement, the Building Management Committee must:

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- (a) ensure that the public has 24 hour pedestrian and bicycle access to Public Access Areas (subject to the easements registered with DP1050360); and
- (b) not permit vehicular access to (or the parking of vehicles on) the Public Access Areas other than for emergencies, wharf maintenance and the loading, unloading and servicing of vessels in the Private Berthing Facility and the Commercial Berthing Facility.

See the Strata Management Statement for more information.

16.3 Access

At the date of registration of these by-laws, the Public Access Areas are available for use other than those parts of the Public Access Areas located in lot 22 in strata plan no. 69951 and lot 13 in DP883135. The arrangement for those parts of the Public Access Areas are in the easements registered with DP1050360.

17 Rules

17.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Private Berthing Facility and, in particular, the use of Common Property.

17.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

17.3 What are your obligations?

You must comply with the Rules.

17.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

17.5 Inconsistencies with the Strata Management Statement

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

17.6 Inconsistencies between a Rule and a lease

If a Rule is inconsistent with a lease with the Authority for a Lot or Common Property, the lease with the Authority prevails to the extent of the inconsistency.

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18 Agreement with the Berthing Facility Manager

18.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into an agreement with the Berthing Facility Manager to provide management and operational services for the Private Berthing Facility and Jones Bay Wharf generally. The Owners Corporation may exercise its power under this by-law 18 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

18.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to the Berthing Facility Manager.

18.3 Term of agreement

The terms of the agreements the Owners Corporation enters into under this by-law 18 must not exceed one year (or any other terms specified by law). If permitted by law, the agreement may have provisions about:

- (a) the rights of the Owners Corporation and the Berthing Facility Manager to terminate the agreement early; and
- (b) the Berthing Facility Manager's rights to assign the agreement; and
- (c) other provisions required by law.

18.4 Remuneration

The remuneration for the Berthing Facility Manager is at the discretion of the Owners Corporation.

18.5 Duties

The Berthing Facility Manager's duties under an agreement between it and the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property; and
- (c) providing services to the Owners Corporation, Owners and Occupiers; and
- (d) supervising employees and contractors of the Owners Corporation; and
- (e) supervising the Private Berthing Facility generally; and
- (f) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Private Berthing Facility.

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18.6 Building manager appointed by the Building Management Committee

The Owners Corporation must not appoint the Berthing Facility Manager to perform functions which are (or will be) performed by the building manager appointed by the Building Management Committee.

18.7 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation in its capacity as a member of the Building Management Committee and a building manager are in the Strata Management Statement.

19 How are consents given

19.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation at a general meeting or the Executive Committee at a meeting of the Executive Committee.

19.2 Conditions

The Owners Corporation or the Executive Committee may make conditions when they give you consent to do things under the by-laws. You must comply with the conditions.

19.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

20 Failure to comply with the by-laws

20.1 Rights of Owners Corporation

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation acting reasonably, have not done properly.

20.2 Notice

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

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20.3 Debts

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

21 Applications and complaints

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

22 Interpretation

22.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authority means the lessor (as that term is defined in Development Act) from time to time for Lots and Common Property. Where appropriate in the context, “**Authority**” also includes agents, employees, invitees and licensees of the Authority.

Berthing Facility Manager means the person appointed by the Owners Corporation under by-law 18 (“Agreement with the Berthing Facility Manager”) in its capacity as an owners corporation.

Building and Use Standards means the building and use standards in schedule 4 of the Strata Management Statement.

Building Management Committee means the committee established under the Strata Management Statement and the Development Act to administer Jones Bay Wharf.

Commercial Berthing Facility means lot 3 in DP1050360 (and any Strata Scheme into which it is subdivided).

Common Property means common property in the Private Berthing Facility; and the personal property of the Owners Corporation.

Conservation Management Plan means the conservation management plan in schedule 5 of the Strata Management Statement.

Developer means Jones Bay Wharf Pty Limited (ABN 82 092 260 743).

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

Development Deed means the deed between the Owners Corporation and the Developer according to by-law 10 (“Development Deed”).

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 Management Act.

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Executive Committee means the executive committee of the Owners Corporation.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or stated owned corporation.

Jones Bay Wharf means the land and improvements in the Private Berthing Facility, strata scheme nos. 69950, 69951 and 70641 and the Commercial Berthing Facility.

Lot means a lot in the Private Berthing Facility.

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

Management Plans means:

- (a) the Conservation Management Plan; and
- (b) the structure maintenance and management plan in schedule 6 of the Strata Management Statement; and
- (c) the environment management plan in schedule 7 of the Strata Management Statement.

Management Strategies means the management strategies adopted by the Building Management Committee according to the Strata Management Statement.

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

Owner means, if a leasehold interest exists in respect of a Lot:

- (a) the lessee (as that term is defined in the Development Act) for the time being of a leasehold interest in the Lot; and
- (b) if a Lot is subdivided or resubdivided, the lessees (as that term is defined in the Development Act) for the time being of a leasehold interest in the new Lots; and
- (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.

If no leasehold interest exists in respect of a Lot, Owner means the proprietor (as that term is defined in the Development Act) or mortgagee in possession of the Lot.

Owners Corporation means The Owners - Strata Plan No. 70640.

Private Berthing Facility means strata scheme no. 70640.

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Public Access Areas means those areas in Jones Bay Wharf which are burdened by easements numbered 6 and 7 in DP1050360.

Rules means rules made by the Owners Corporation according to by-law 17 (“Rules”).

Security Key means a key, magnetic card or other device or information used in the Private Berthing Facility to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Service Pylon means the Common Property service pylon which supplies Services and measures the consumption of Services supplied to a Lot.

Services means electricity, water and other services (eg data and MATV) provided to a Lot by a Service Pylon.

Shared Facility has the same meaning that it does in the Strata Management Statement.

Strata Management Statement means the strata management statement registered with the strata plan for the Private Berthing Facility (or the strata plan for another Strata Scheme) containing the rights and obligations of the Owners Corporation and the other members of the Building Management Committee in relation to issues affecting Jones Bay Wharf.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent. If there is no strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Scheme means a lot in Jones Bay Wharf that has been subdivided by a strata plan.

Stratum Lot means a lot in Jones Bay Wharf that has not been subdivided by a strata plan.

22.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Strata Management Statement)** the Strata Management Statement includes a reference to the Management Plans, Management Strategies and Building and Use Standards; and
- (b) **(Management Act)** words that this by-law 22 does not explain have the same meaning as they do in the Management Act or the Development Act; and
- (c) **(you)** the word “you” means an Owner and an Occupier; and
- (d) **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Private Berthing Facility; and
- (e) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and

SP70640

- (f) **(variations or replacements)** a document (including the by-laws) includes any variation or replacement of it; and
- (g) **(references to statutes)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (h) **(person)** the word “person” includes an individual, a firm, a body corporate, an incorporated association or a Government Agency; and
- (i) **(executors and administrators)** a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (j) **(singular includes plural)** the singular includes the plural and vice versa; and
- (k) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

22.3 Headings

Headings do not affect the interpretation of the by-laws.

22.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

22.5 Rights and remedies

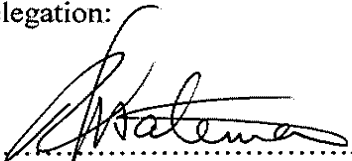
The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

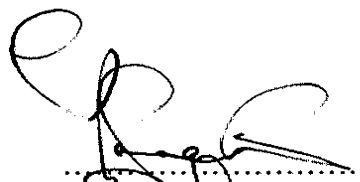
SP70640

By-laws for the Private Berthing Facility at Jones Bay Wharf Signing page

DATED: 22/9/03

Signed by **RON BATEMAN** 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)
GEORGE CHRIS PANAGAKIS

SP70640



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1050360

SEARCH DATE	TIME	EDITION NO	DATE
23/10/2020	1:16 PM	3	20/4/2007

LAND

LOT 1 IN DEPOSITED PLAN 1050360
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1050360

FIRST SCHEDULE

MARITIME AUTHORITY OF NSW (T AD66471)

SECOND SCHEDULE (31 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 2 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) - SEE PRIOR TITLES
- 3 DP872490 EASEMENT FOR ACCESS VARIABLE WIDTH APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 4 DP872490 RIGHT OF ACCESS (B) VARIABLE WIDTH APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP872490 EASEMENT FOR SUPPORT (E) 0.5 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 DP872490 EASEMENT FOR SUPPORT 0.175 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP872490 EASEMENT FOR OVERHANG 2.5 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP872490 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 9 DP1050360 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1050360 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1050360 EASEMENT FOR SERVICES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1050360 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1050360 EASEMENT FOR ELECTRICAL PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1050360 RIGHT OF CARRIAGEWAY (A) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1050360 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (B) APPURTENANT

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 23/10/2020

SECOND SCHEDULE (31 NOTIFICATIONS) (CONTINUED)

-
- TO THE LAND ABOVE DESCRIBED
- 16 DP1050360 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 17 DP1050360 EASEMENT FOR ENCROACHING STRUCTURE 2.8 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1050360 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1050360 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 20 DP1050360 EASEMENT TO USE LIFT (B) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 21 DP1050360 EASEMENT FOR ACCESS (A) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1050360 EASEMENT FOR ACCESS (A) VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 23 DP1050360 EASEMENT FOR USE OF GARBAGE ROOM (A) APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 24 DP1050360 EASEMENT FOR SERVICE VEHICLES AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1050360 EASEMENT FOR ACCESS (B) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26 DP1050360 EASEMENT FOR ACCESS TO AND USE OF PLANT AND EQUIPMENT
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1050360 EASEMENT FOR ACCESS (C) VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 DP1050360 POSITIVE COVENANT
- 29 DP1050360 RESTRICTION(S) ON THE USE OF LAND
- * 30 SP69950 LEASEHOLD ESTATE(S) CREATED BY SP69950 AND LEASES
AA23989 TO AA24269 & AA46343 TO AA46344 INCLUSIVE.
LEASEHOLD TITLES HAVE ISSUED FOR COMMON PROPERTY AND
LOTS 1-282 IN SP69950 RESPECTIVELY. REGISTERED
10-10-2003. EXPIRES 8-10-2102
- 31 SP69950 LEASE NOS AA23989 TO AA24269 INCLUSIVE AND AA46343
TO AA46344 ARE DEEMED REGISTERED FOR COMMON PROPERTY
AND LOTS 1-282 IN SP69950 RESPECTIVELY.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 23/10/2020

* 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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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.

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, easements, reservations, restrictions on the use of land or positive covenants.

DESIGNED BY: ANTHONY BIZZOLO, Senior Development Manager,
 a delegate of the City West Development Corporation and hereby certify that
 I have no notice of the revocation of such development.

ISG MARK	ISG COORDINATES	ACC	RL	ACC	ZONE
PM 53774	317 801.998	1251.091	48.3	2	17.618
PM 53606	317 711.463	1251.909	77.0	2	13.999
SSM 38932	317 699.397	1251.272	47.2	-	2
SOURCE: ISG CORPUS ADAPTED FROM CALM JULY 1998 COMBINED SEA LEVEL & SCALE FACTOR 0.99994933					

- A RIGHT OF WAY 6 WIDE
- B DRAINAGE EASEMENT 3 WIDE
- C DRAINAGE EASEMENT 3 WIDE
- D EASEMENT FOR SUPPORT 0.5 WIDE
- E EASEMENT FOR OVERHANG 0.45 WIDE
- F EASEMENT FOR SERVICES VARIABLE WIDTH

Crown Lands Office Approval

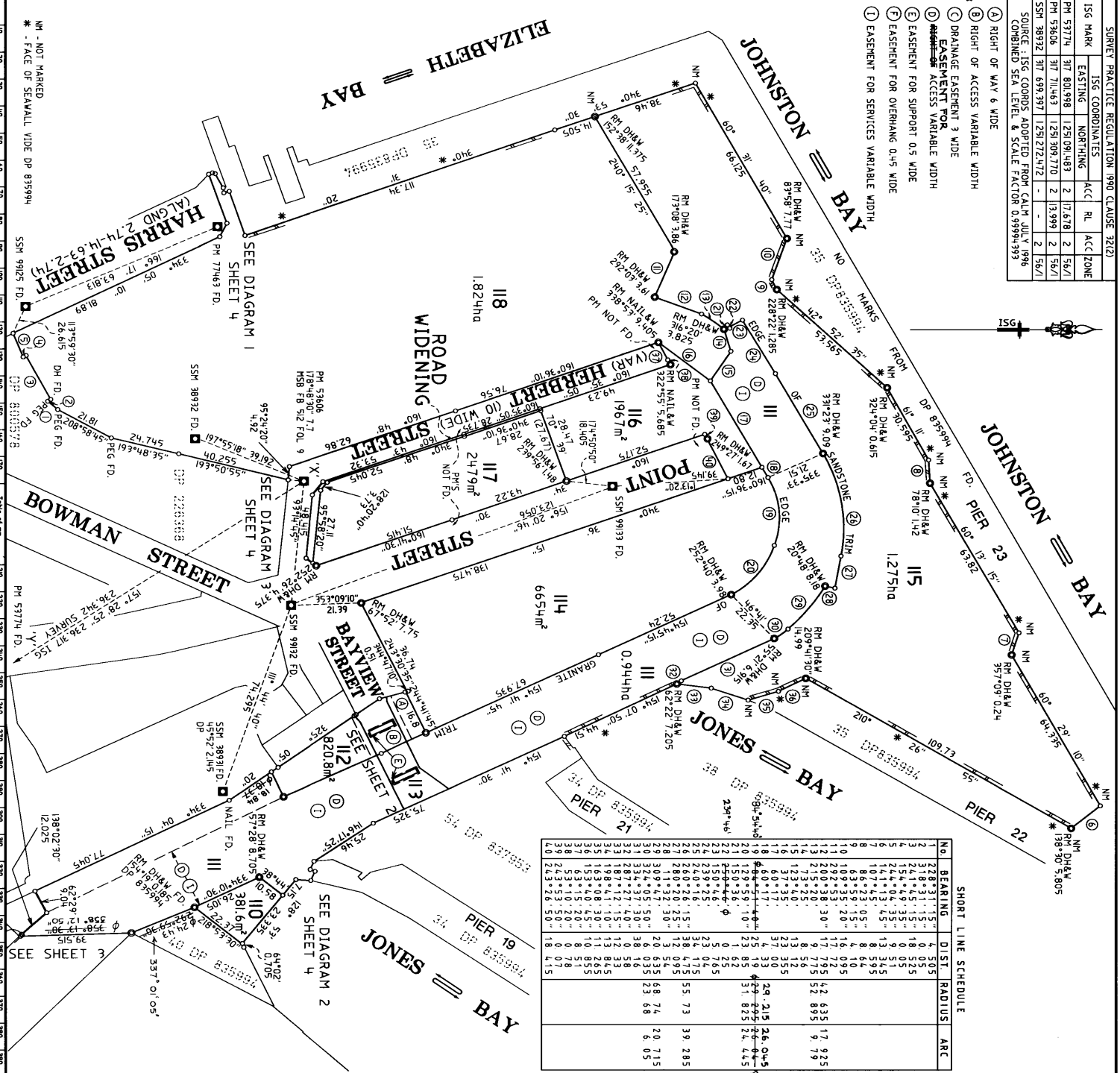
Plan Approved: _____
 Lead Officer: _____
 Date: _____

Council Certificate

Lead Officer: _____
 Date: _____

General Provisions

1. The part of certificate to be added when the application is approved is to be considered as if it were a part of the original certificate and the same shall be deemed to be a part of the original certificate.



PLAN OF SUBDIVISION OF LOT 2 IN DP 867854 AND EASEMENTS OVER LOT 10 IN DP 867852 AND PART OF LOT 10 DP 868787

L.G.A.: SYDNEY
 Locality: PYRMONT
 Parish: ST ANDREW
 County: CUMBERLAND

This is sheet 1 of 2 in plan 872490.
 (Dates if applicable)

1. PIERRE HARTZBERG
 2. HAND AND FORESTER
 3. ST. FREDERICK ST. ROCKDALE
 4. A SURVEY REGISTERED UNDER THE SURVEY ACT 1981
 5. A COPY OF THE SURVEY REGISTERED UNDER THE SURVEY ACT 1981
 6. THE SURVEY REGISTERED UNDER THE SURVEY ACT 1981
 7. THE SURVEY REGISTERED UNDER THE SURVEY ACT 1981
 8. THE SURVEY REGISTERED UNDER THE SURVEY ACT 1981
 9. THE SURVEY REGISTERED UNDER THE SURVEY ACT 1981
 10. THE SURVEY REGISTERED UNDER THE SURVEY ACT 1981

PLANS USED IN PREPARATION OF SURVEY / COMPLETION

DP 835994
 DP 837953
 DP 861852
 DP 861854
 DP 868787

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919/1964 IT IS INTENDED TO CREATE:

- RIGHT OF WAY 6 WIDE
- RIGHT OF ACCESS VARIABLE WIDTH
- DRAINAGE EASEMENT 3 WIDE
- EASEMENT FOR SUPPORT 0.5 WIDE
- EASEMENT FOR OVERHANG 0.45 WIDE
- EASEMENT FOR SERVICES VARIABLE WIDTH
- EASEMENT FOR OVERHANG 0.45 WIDE
- EASEMENT FOR OVERHANG 2.5 WIDE
- EASEMENT FOR SERVICES VARIABLE WIDTH
- EASEMENT FOR SUPPORT 0.2 WIDE

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS ROAD.

SURVEYORS REFERENCE: 745D4AH

M P D

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space

*OFFICE USE ONLY

- (A) RIGHT OF WAY 6.0 WIDE
- (B) RIGHT OF ACCESS VARIABLE WIDTH
- (C) DRAINAGE EASEMENT 3 WIDE
- (D) EASEMENT FOR ACCESS VARIABLE WIDTH
- (E) EASEMENT FOR SUPPORT 0.5 WIDE
- (F) EASEMENT FOR OVERHANG 0.45 WIDE
- (G) EASEMENT FOR SUPPORT 0.175 WIDE
- (H) EASEMENT FOR OVERHANG 2.5 WIDE
- (I) EASEMENT FOR SERVICES VARIABLE WIDTH
- (J) EASEMENT FOR SUPPORT 0.21 WIDE

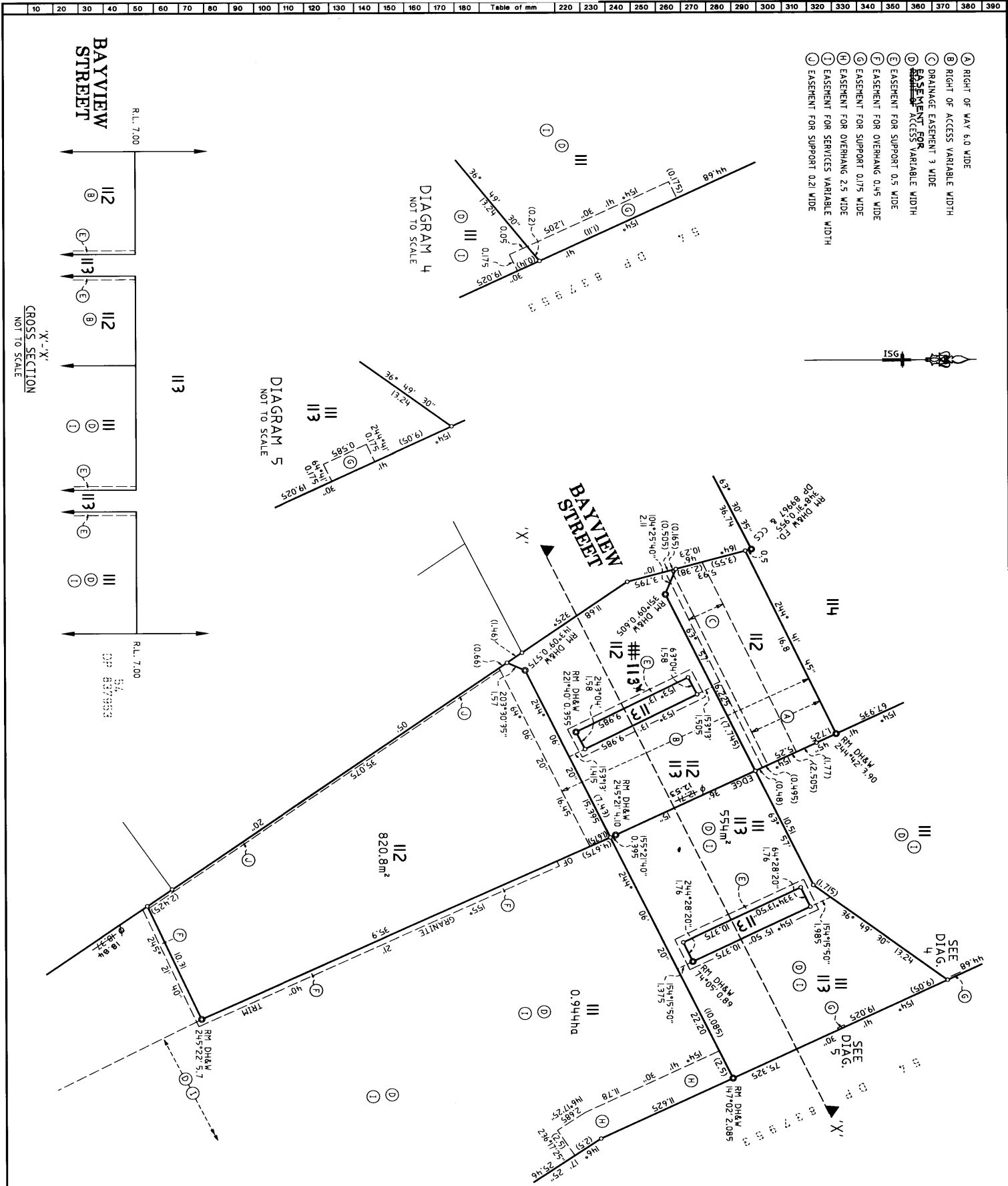
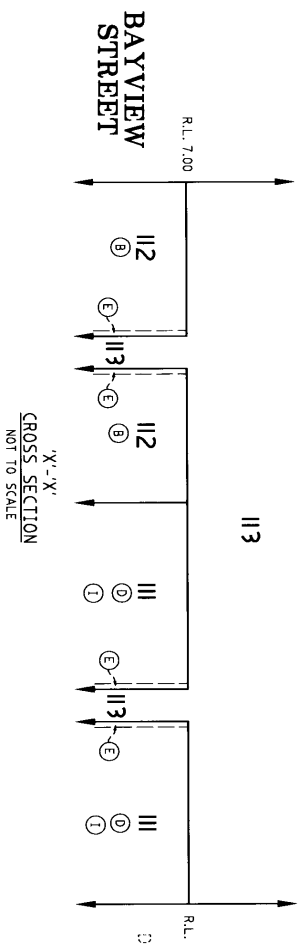


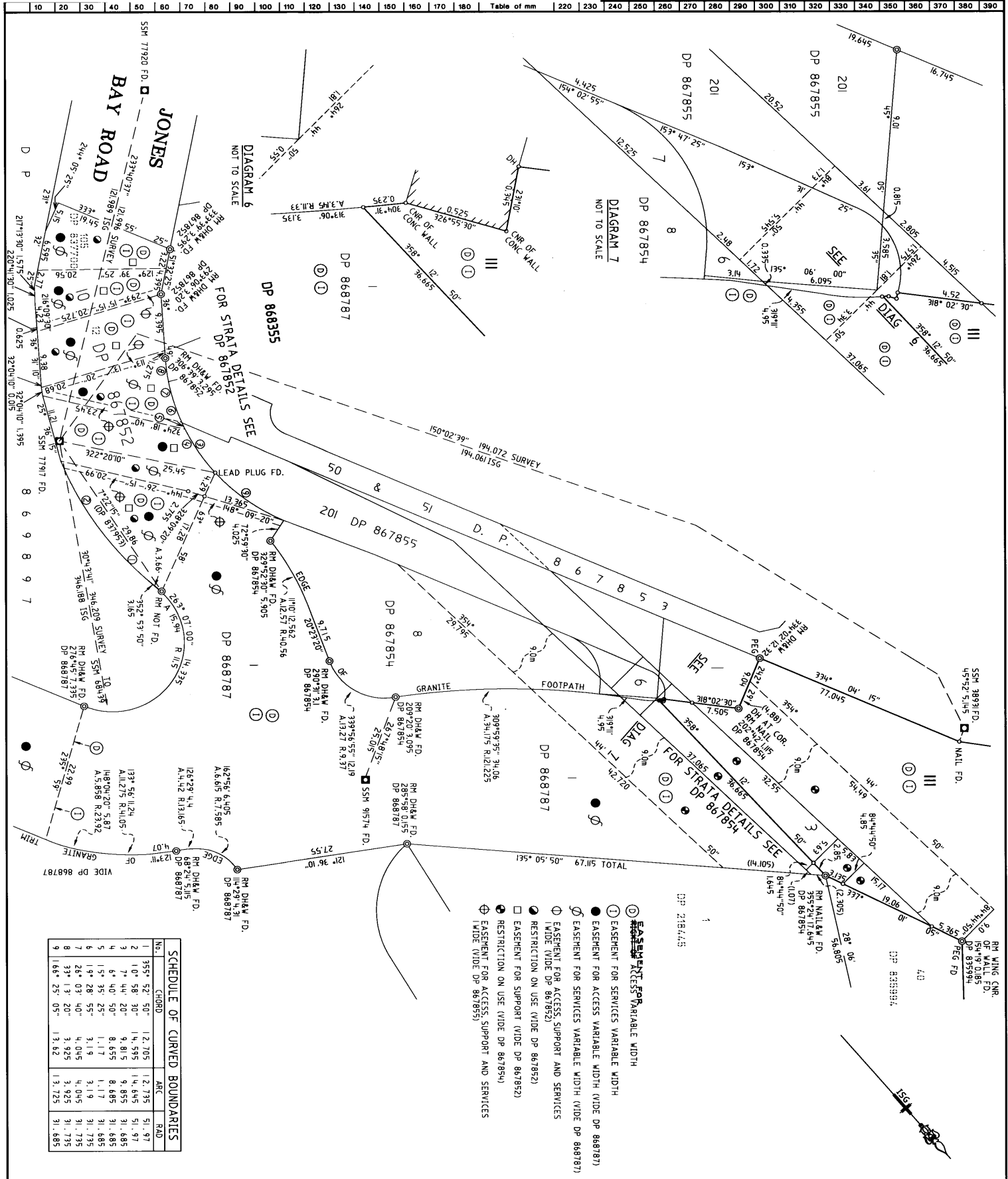
DIAGRAM 4
NOT TO SCALE

DIAGRAM 5
NOT TO SCALE



Plan Drawing only to appear in this space

Registered: DP 872490 27/10/1997	This is sheet 2 of my plan in 4 sheets dated 2/02/97	Signature: <i>[Handwritten Signature]</i> Surveyor registered under Surveyors Act 1938 This is sheet 2 of the date of issue covered by my certificate No. of	General Manager/authorized person
L.G.A.: SYDNEY CITY Locality: PYRMONT Parish: ST. ANDREW County: CUMBERLAND	For use where space is insufficient in any part on Plan Form 2	Plan altered in LTO under section 110 of the Surveyors Act 1938 at the request of the Surveyor's request: 1/10/99	Lengths are in metres. Reduction Ratio 1:200 SURVEYORS REFERENCE: 7545DAAH



- ① EASEMENT FOR SERVICES VARIABLE WIDTH
- ② EASEMENT FOR ACCESS VARIABLE WIDTH (VIDE DP 868787)
- ③ EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 868787)
- ④ EASEMENT FOR ACCESS, SUPPORT AND SERVICES (VIDE DP 867852)
- ⑤ RESTRICTION ON USE (VIDE DP 867852)
- ⑥ EASEMENT FOR SUPPORT (VIDE DP 867852)
- ⑦ RESTRICTION ON USE (VIDE DP 867854)
- ⑧ EASEMENT FOR ACCESS, SUPPORT AND SERVICES (VIDE DP 867854)

No.	CHORD		ARC	RAD
	CHORD	ARC		
1	3557.52	50.00	12.705	12.735
2	107.58	30.00	14.595	14.645
3	77.44	20.00	9.815	9.855
4	57.40	10.00	6.655	6.685
5	157.35	25.00	1.17	1.17
6	197.28	55.00	3.19	3.19
7	267.03	40.00	4.045	4.045
8	337.13	20.00	3.925	3.925
9	1667.25	05.00	13.62	13.725

Plan Drawing only to appear in this space

Lengths are in metres. Reduction Ratio 1:40
 Surveyors Reference: 7545DAAH

DP 872490
 Registered: 27.10.1997

This is sheet 3 of my plan in 4 sheets
 dated 2/10/97

Signature: *[Signature]*
 Supervisor registered under Surveyors Act 1928
 This is sheet: _____ of the plan of _____

General Manager/Authorized person
 LGA: SYDNEY CITY
 Locality: PYRMONT
 Parish: ST. ANDREW
 County: CUMBERLAND

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

DP 872490

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	Table of mm	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING : CHEASING OR FOLDING WILL LEAD TO REJECTION

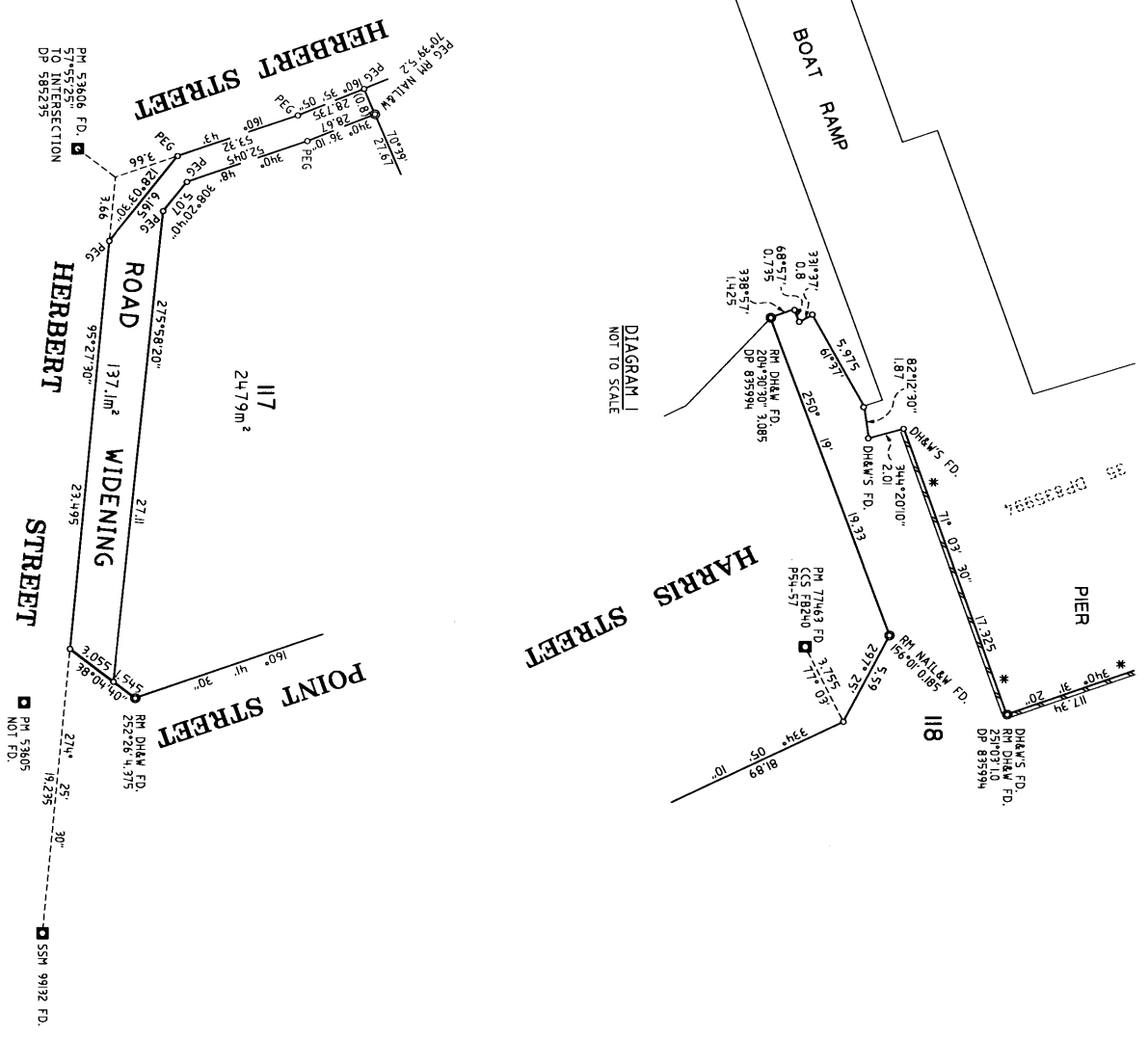


DIAGRAM 1
NOT TO SCALE

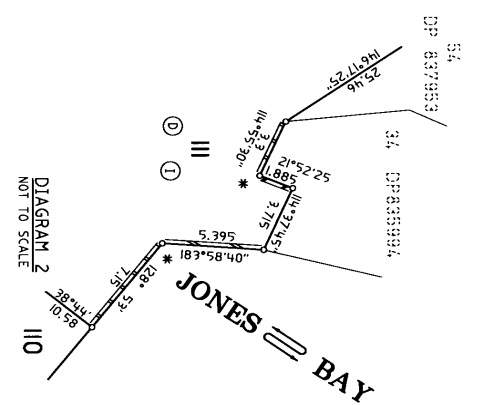


DIAGRAM 2
NOT TO SCALE

* FACE OF SEAWALL VIDE DP 835994

Plan Drawing only to appear in this space

Lengths are in metres. Reduction Ratio 1:11.5
 Supervisors reference: 7545DAAH

DP 872490

DP 872490	Registered: 27/10/1997
This is sheet 4 of my plan in 4 sheets dated 2/10/97	
Signature: <i>Henry Jones</i>	
Surveyor registered under Surveyors Act 1926	
This is sheet _____ of the plan of sheets covered by my certificate No. _____ of _____	
General Manager/authorized person	
L.G.A.: SYDNEY CITY	
Locality: PYRMONT	
Parish: ST. ANDREW	
County: CUMBERLAND	
For use where space is insufficient in any panel on Plan Form 2.	

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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**

Lengths are in metres

(Sheet 1 of 13 Sheets)

Plan: **D. P. 872490**

Subdivision of lot 2 DP 867854

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

City West Development Corporation
Level 1, 137 Pyrmont Street, Pyrmont

PART 1

**1 Identity of easement to be created
and firstly referred to in the plan:** Right of Way 6 wide

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lot 112

Lot 114

**2 Identity of easement to be created
and secondly referred to in the
plan:** Right of Access variable width

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lot 112

Lot 113

**3 Identity of easement thirdly
referred to in the plan:** Drainage Easement 3 wide

Schedule of Lots etc. affected

Lots Burdened

Authority Benefited

Lots ~~111 and~~ 112 ϕ

Sydney City Council

PLAN # 88B AMENDED AT SURVEYORS REQUEST

SEE 1997M3

11.02.1999

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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**

Lengths are in metres

(Sheet 2 of 13 Sheets)

Plan: Subdivision of lot 2 DP 867854

D.P. 872490

4 **Identity of easement to be created
and fourthly referred to in the
plan:** Easement for Access variable width

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lot 111, Lot 1 in DP 868787 and
Lot 10 in DP 867852

Lots 110, 112, 114 and Lot 54 in DP837953

5 **Identity of easement to be created
and fifthly referred to in the plan:** Easement for support 0.5 wide

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lots 111 and 112

Lot 113

6 **Identity of easement to be created
and sixthly referred to in the plan:** Easement for overhang 0.45 wide

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lot 111

Lot 112

A/E

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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**

Lengths are in metres

(Sheet 3 of 13 Sheets)

Plan: Subdivision of lot 2 DP 867854

ⓔ *D.P. 872490*

7 **Identity of easement to be created and seventhly referred to in the plan:** Easement for support 0.175 wide

Schedule of Lots etc. affected

Lots Burdened

Lot 111

Lots Benefited

Lot 54 in DP 837953

8 **Identity of easement to be created and eighthly referred to in the plan:** Easement for overhang 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

Lot 111

Lots Benefited

Lot 54 in DP 837953

9 **Identity of easement to be created and referred to in the plan:** Easement for services variable width

Schedule of Lots, etc. affected

Lots Burdened

Lot 111, Lot 1 in DP 868787 and
Lot 10 in DP 867852

Lots Benefited

Lots 110, 112, 114 and Lot 54 in DP 837953

24.11.2010



EASEMENT FOR SERVICES WIDTH ADDED VIDE AMENDMENT 2010/1412

Rfe

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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**

Lengths are in metres

(Sheet 4 of 13 Sheets)

Plan: Subdivision of lot 2 DP 867854

D.P. 872490

10 **Identity of easement to be created and referred to in the plan:** Easement for support 0.21 wide

Lots Burdened

Authority Benefited

Lot 112

Sydney City Council

RJC

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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**

Lengths are in metres

(Sheet 5 of 13 Sheets)

Plan: Subdivision of lot 2 DP 867854

D.P. 872490

PART 2

1 Terms of right of way 6 wide firstly referred to in the plan

- (a) Full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of it and all persons authorised by that person to go, pass and repass across and over that part of the Lot Burdened shown in the abovementioned Plan as "Right of Way 6 wide", ("**Easement Site**") at all times and for all purposes with or without vehicles and with or without any tools, implements, machinery, equipment or building materials on the following conditions:
- (i) the Proprietor of the Lot Burdened must take all reasonable steps to ensure the proper maintenance, repair and replacement of the surface of the Easement Site ("**Works**");
 - (ii) the Proprietor of the Lot Burdened is solely responsible for the cost of the Works;
 - (iii) the Proprietor of the Lot Benefited indemnifies the Proprietor of the Lot Burdened against any liability or loss arising from and any costs charges and expenses incurred in connection with the death or injury to any person or damage to any property caused by the exercise of the rights conferred by this easement;
 - (iv) the Proprietor of the Lot Benefited must cause as little inconvenience as is practicable to the Proprietor and any occupier of the Lot Burdened;
 - (v) the Proprietor of the Lot Benefited must cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (vi) the Proprietor of the Lot Benefited must make good any damage it causes to the Lot Burdened and any improvement on it.

2 Terms of right of access variable width secondly referred to in the plan

- (a) Full, Free and Unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of it and all persons authorised by that person to go, pass and repass over that part of the Lot Burdened shown on the abovementioned Plan as "Right of Access Variable Width" ("**Easement Site**") at all times with or without vehicles for the purpose of access to and from the Easement Site and to do anything reasonably necessary for that purpose including:
- (i) entering the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened; and

RLC

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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**

Lengths are in metres

(Sheet 6 of 13 Sheets)

Plan: Subdivision of lot 2 DP 867854

D.P. 872490

- (iii) carrying out work within the Easement Site such as constructing, placing, repairing or maintaining structures including erecting scaffolding ("**Works**").
- (b) The Proprietor of the Lot Benefited must:
 - (i) ensure all Works are done properly; and
 - (ii) cause as little inconvenience as is practicable to the Proprietor or any occupier of the Lot Burdened; and
 - (iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (iv) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage; and
 - (vi) give the Proprietor of the Lot Burdened 14 days' written notice before exercising any of the rights conferred by this easement except in the case of an emergency; and
 - (vii) must take out and maintain public liability insurance in respect of the rights conferred by this easement for such sum as is reasonable in the circumstances but in any case for an amount not less than \$10 million.

3 Terms of drainage easement 3 wide thirdly referred to in the plan

- (a) Full and free right for the Authority Benefited (the "**Authority**") and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities through that part of the Lot Burdened shown on the abovementioned Plan as "Drainage easement 3 wide" ("**Easement Site**"), together with the right to use, for the purposes of this easement, any line of pipes already laid within the Easement Site for the purpose of draining water or any pipe or pipes in replacement of or in substitution therefore and together with the right for the Authority and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Easement Site and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to such extent as may be necessary provided that the Authority in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Easement Site and will restore that surface as nearly as practicable to its original condition, and the Authority must give the Proprietor of the Lot Burdened 14 days notice before exercising any of the rights conferred by this easement except in the case of emergency maintenance and repairs to the line of pipes and associated structures.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Lengths are in metres

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Plan:

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D.P. 872490

- (b) The Proprietor of the Lot Burdened hereby covenants with the Authority that it will not do permit or suffer any act, deed, matter or thing whereby the said line of pipes shall or shall be likely to become injured or damaged or whereby the Authority and those authorised by the Authority shall be prevented from or hampered in constructing, maintaining, repairing or cleansing the said line of pipes or any part thereof nor interfere with the free flow of passage of soil or water through the said line of pipes and will not erect or permit to be erected any structure of any kind or description on the Easement Site without the prior consent in writing of the Authority being first had and obtained.
- (c) The Proprietor of the Lot Burdened from time to time herein indemnifies the Authority from and against all actions, claims, demands, losses, damages, costs and expenses for which the Authority shall or may become liable in respect of or arising from any inadequacy, blockage or surcharging of the pipeline within the Easement Site causing damage thereto and/or adjacent or surrounding properties.

4 Terms of ~~easement~~ ^{RIGHT OF EASEMENT FOR} access variable width fourthly referred to in the plan

- (a) The Proprietor of the Lot Benefited may in accordance with the requirements of any relevant public authority:
- (i) by any means pass over the Lot Burdened within the site of this easement for any purposes; and
- (ii) upon fourteen (14) days written notice to the Proprietor of the Lot Burdened do anything upon the Lot Burdened within the site of this easement that is ordinarily permissible on a public road and
- enter into the Lot Burdened
 - take anything on the Lot Burdened; and
 - carry out work.
- (b) The Proprietor of the Lot Burdened must at their own expense ensure that the site of the easement is suitable for use as a public road and must carry out any necessary work to ensure that the site of the easement is suitable for use by the Proprietor of the Lot Benefited as a roadway including constructing, replacing, repairing and maintaining of roads, driveways and footpaths.
- (c) The easements created or intended to be created by this part shall cease to exist and be removed from the title of the Lot Burdened when that part of the Lot Burdened affected by the easements is dedicated as a public road and shall be removed from any part of the Lot Burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the Lot Benefited shall not be substantially interfered with.
- (d) Any person carrying out any work upon the Lot Burdened pursuant to the rights granted by this easement shall do so at its own risk and the Proprietor of the Lot Benefited releases the Proprietor of the Lot Burdened and its contractors, representatives, officers, employees, assigns, licensees and

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lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person carrying out any work upon the Lot Burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Proprietor of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

- (e) The Proprietor of the Lot Benefited shall indemnify and keep indemnified the Proprietor of the Lot Burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the Proprietor of the Lot Burdened or payable or suffered by the Proprietor of the Lot Burdened arising out of the conduct of the works or the carrying out of repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Proprietor of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.
- (f) Prior to carrying out any works upon the Lot Burdened, the Proprietor of the Lot Benefited shall enter into a policy of insurance under which the Proprietor of the Lot Burdened shall be indemnified and kept harmless from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

5 Terms of easements for support 0.5 wide and 0.175 wide fifthly and seventhly referred to in the plan

- (a) Full free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the Lots Benefited or any part thereof and all persons authorised by that person from time to time and at all times for the structures now or hereafter to be erected upon the Lots Benefited or any part thereof to be supported vertically and horizontally by the soil or rock of the Lots Burdened or any part thereof and by all pillars, beams, columns, slabs and walls wherever standing for the time being upon, above or across such soil or rock of the Lots Burdened or any part thereof **PROVIDED** that the Proprietor of the Lots Burdened is nevertheless able to use such part of the Lots Burdened for any purpose permitted by law from time to time not inconsistent with the rights hereby conferred **TOGETHER WITH** access for maintenance and upkeep of the structures erected upon or within the Lots Burdened and the Lots Benefited but subject to the following conditions:
 - (i) the Proprietor of the Lots Benefited has the right with any tools implements or machinery necessary for the purposes to enter upon and within the Lots Burdened as may be reasonably necessary and to remain there for any reasonable time for the purpose of constructing, inspecting, repairing, maintaining or renewing such pillars, beams, columns, slabs and walls or any part thereof ("**the works**");

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Plan: Subdivision of lot 2 DP 867854

O.P. 872490

- (ii) the Proprietor of the Lots Benefited must take all reasonable precautions to ensure as little disturbance or damage as possible to the Lots Burdened and will as soon as reasonably possible restore the Lots Burdened as nearly as practicable to its original condition and the Proprietor of the Lots Benefited must exercise the rights hereby granted so as not to interfere unduly or reasonably with the rights of the Proprietor of the Lots Burdened;
- (iii) the Proprietor of the Lots Benefited indemnifies the Proprietor of the Lots Burdened against any liability or loss arising from and any costs charges and expenses incurred in connection with the death or injury to any person or damage to any property caused by the exercise of the rights conferred by this easement.

(b) The Proprietor of the Lots Benefited must:

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

6 Terms of Easement for overhang 0.45 wide and 2.5 wide sixthly and eighthly referred to in the plan

(a) The Proprietor of the Lot Burdened cannot request or require the Proprietor of the Lot Benefited to remove, demolish or dismantle any part of any balcony, awning or structure ("Balcony") which overhangs any part of the Lot Burdened

PROVIDED that the Balcony was erected, stored, constructed or attached:

- (i) no less than 3.6 above the adjoining footpath and in accordance with the requirements of all relevant authorities; or
- (ii) in substitution for or in replacement of or renewal of the Balcony and in accordance with the requirements of all relevant authorities.

(b) The Proprietor of the Lot Benefited must at its cost, maintain the Balcony and has full right, liberty and licence for its officers, servants, agents or contractors to carry out such work on the Lot Burdened as is necessary to replace, repair, renew or maintain the Balcony provided that in exercising its rights hereunder the Proprietor of the Lot Benefited does not cause undue or unreasonable interference to or with the occupiers from time to time of the Lot Burdened and must make good any damage to the Lot Burdened occasioned by the exercise of its rights hereunder.

RFC

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

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- (c) The Proprietor of the Lot Burdened must not do or allow anything to be done to damage or interfere with the Balcony.

7 Terms of easement for services ninthly referred to in the plan

- (a) The Proprietor of the Lot Benefited may in accordance with the requirements of any relevant public authority:
- (i) use the Lot Burdened, but only within the site of this easement, to provide services to or from each Lot Benefited; and
 - (ii) upon fourteen (14) days written notice to the owners of the Lot Burdened do anything reasonably necessary for that purpose, including:
 - entering into the Lot Burdened; and
 - taking anything on the Lot Burdened; and
 - carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- (b) In exercising those powers, the Proprietor of the Lot Benefited must:
- (i) ensure all work is done properly; and
 - (ii) cause a little inconvenience as is practicable to the Proprietor and any occupier of the Lot Burdened; and
 - (iii) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (iv) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.
- (c) The easements created or intended to be created by this part shall cease to exist and be removed from the title of the Lot Burdened when the part of the Lot Burdened affected by the easements is dedicated as public roads and shall be removed from any part of the Lot Burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the Lot Benefited shall not be substantially interfered with.
- (d) Any person carrying out any work upon the Lot Burdened pursuant to the rights granted by this easement shall do so at its own risk and the Proprietor of the Lot Benefited releases the Proprietor of the Lot Burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees from all claims and demands of every kind and from all liabilities which may arise in respect of any

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Plan: *D.P. 872490*

Subdivision of lot 2 DP 867854

accident or damage to property or death or injury to any person carrying out any work upon the Lot Burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Proprietor of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

- (e) The Proprietor of the Lot Benefited shall indemnify and keep indemnified the Proprietor of the Lot Burdened from all actions (whether in tort or otherwise), suites, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the Proprietor of the Lot Burdened or payable or suffered by the Proprietor or the Lot Burdened arising out of the conduct of the works or the carrying out of repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the Proprietor of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.
- (f) Prior to carrying out any works upon the Lot Burdened, the Proprietor of Lot Benefited shall enter into a policy of insurance under which the Proprietor of the Lot Burdened shall be indemnified and kept harmless from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

8 Terms of easement for support 0.21 wide tenthly referred to in the plan.

- (a) Full free and unimpeded right for the Authority Benefited ("Authority") and every person authorised by it from time to time and at all times for the structures now erected on that part of Mill Street, Pyrmont adjoining the Lot Burdened (being the road, a concrete plinth and a fence erected thereon) to be supported vertically and horizontally by the soil or rock of the Lot Burdened or any part thereof (and the concrete plinth and the fence thereon) now erected on the Lot Burdened and by all pillars, beams, columns, slabs and walls wherever standing for the time being upon, above or across such soil or rock of the Lot Burdened or any part thereof **PROVIDED** that the Proprietor of the Lot Burdened is nevertheless able to use such part of the Lot Burdened for any purpose permitted by law from time to time not inconsistent with the rights hereby conferred **TOGETHER WITH** access for maintenance and upkeep of the structures erected upon or within the Lot Burdened but subject to the following conditions:
 - (i) the Authority has the right with any tools implements or machinery necessary for the purposes to enter upon and within the Lot Burdened as may be reasonably necessary and to remain there for any reasonable time for the purpose of constructing, inspecting, repairing, maintaining or renewing such pillars, beams, columns, slabs and walls or any part thereof ("**the works**");
 - (ii) the Authority must take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and will as soon as reasonably possible restore the Lot

CFE

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Subdivision of lot 2 DP 867854

Burdened as nearly as practicable to its original condition and the Authority must exercise the rights hereby granted so as not to interfere unduly or reasonably with the rights of the Proprietor of the Lot Burdened;

(iii) the Authority indemnifies the Proprietor of the Lot Burdened against any liability or loss arising from and any costs charges and expenses incurred in connection with the death or injury to any person or damage to any property caused by the exercise of the rights conferred by this easement.

(b) The Authority must:

(i) give the proprietor of the Lot Burdened 14 days' written notice before exercising any of the rights conferred by this easement except in the case of an emergency; and

(ii) must take out and maintain public liability insurance in respect of the rights conferred by this easement for such sum as is reasonable in the circumstances but in any case for an amount not less than \$10 million.

9 Name of person authorised to release, vary or modify the easements and restrictions on the use of land.

(a) Name of person authorised to release, vary or modify the easements and restrictions on the use of land firstly secondly, fourthly, fifthly, sixthly, seventhly, eighthly and ninthly referred to in the abovementioned Plan-the registered proprietor of the Lot Benefited.

(b) Name of authority authorised to release, vary or modify the easement and restrictions on the use of land thirdly and tenthly referred to in the abovementioned Plan - Sydney City Council.

SP

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Plan:

D. P. 872490

Subdivision of lot 2 DP 867854

Signed for and on behalf of City West)
Development Corporation under delegated)
authority and without assuming personal)
liability and I hereby certify that I have no)
notice of the revocation of such delegation:)

.....)
Signature of delegate)

R. J. CLARK

.....)
Signature of witness)

J. DE-FILIPPIS

REGISTERED  *R* 27.10.1997

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 23/10/2020 13:17
Order No. 64773299
Certificate No: 99126083
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AD609103
Available: Y
Size (KB): 29
Number of Pages: 1
Scan Date and Time: 06/12/2007 12:03

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Form: 15CB
Release: 2.0
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CHANGE OF BY-LAW!
New South Wales
Real Property Act 1900



AD609103T

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

(A) **TORRENS TITLE**

For the common property CP/SP69950

(B) **LOGGED BY**

Document Collection Box 165P	Name, Address or DX and Telephone David Le Page Solicitor DX 358 SYDNEY Reference: 69950:061520	123095W	CODE CB
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(C) The Owners-Strata Plan No. 69950 certify that pursuant to a resolution passed on 01 August 2007 and in accordance with the provisions of s. No. 47 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. **Special By-Law No. 1**
Amended by-law No. NOT APPLICABLE
as fully set out below:

The Executive Committee is authorized to select and to replace the representative and a substitute representative of the Owners Corporation from time to time to exercise the functions of the Owners Corporation representative under the Strata Schemes Management Act 1996 provided that the representative or substitute representative shall at all times be a member of the Executive Committee.



(F) The common seal of the Owners-Strata Plan No. 69950 was affixed on _____ in the presence of—
Signature(s): *R. M. Ginter*
Name(s): *Richard Ginter*
Michael
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer:
Name of authorised officer: _____ Position of authorised officer: _____

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 23/10/2020 13:17
Order No. 64773299
Certificate No: 99126084
Your Reference: Mico [7871]
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AE198407
Available: Y
Size (KB): 33
Number of Pages: 1
Scan Date and Time: 10/09/2008 14:00

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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900

AE198407G

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(A) TORRENS TITLE	For the common property CP/SP69950	
(B) LODGED BY	Document Collection Box 495R	Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____
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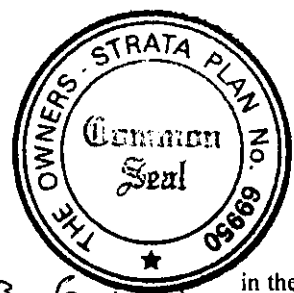
- (C) The Owners-Strata Plan No. 69950 certify that pursuant to a resolution passed on 27 August 2008 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 2
Amended by-law No. NOT APPLICABLE
as fully set out below:

SPECIAL BY-LAW 2

The owners of Lot 22 and Lot 24 be exempt from paying contributions for the maintenance of the central garbage room provided that they have and continue to maintain their own garbage collection contract.

The amount of exemption is to be calculated by the proportion of levies that comprise the garbage removal and the unit entitlement and is to be agreed upon by the Owner of the Lots and the Strata Manager of SP69950 within one month of the AGM.

Should the Owners of the said Lots cease the garbage removal contract then all levy contributions will become payable.



- (F) The common seal of the Owners-Strata Plan No. 69950 was affixed on 3 September 2008 in the presence of—
Signature(s): *R. M. Gintel*
Name(s): *Richard Gintel, Strata Manager*
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer:
Name of authorised officer: _____ Position of authorised officer: _____