

- f.) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owner's corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations The Owner must:

- a.) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b.) properly maintain and upkeep the Works in a state of good and serviceable repair;
- c.) properly maintain and upkeep those parts of the common property in contact with the Work
- d.) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e.) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f.) repair and/or reinstate the common property or personal property of the Owner's Corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- a.) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b.) recover the costs of such work from the Owner as a debt due; and
- c.) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

2.11. RENOVATIONS (LOTS 60 & 78)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by each Owner.
- 1.2 This by-law further grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

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

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

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means lots 60 and 78 within the Strata Scheme.

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

"Owner" means the owner of a Lot for the time being and that owner's successors in title. Where relevant a reference to Owner will be to the Owner who carried out or intends to carry out particular Works or whose Lot was benefited by particular Works.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means the works set out in the attached scope of works and briefly described below. Where relevant, a reference to Works means the Works which service or will service a particular Owner's Lot.

(a) For lot 60:

- Kitchen renovations
- Bathroom renovations
- Renovation to the ensuite bathroom
- Installation of internal sound proof blinds to both bedrooms,

(b) For lot 78:

- Kitchen renovations
- Bathroom renovations
- Renovation to the ensuite bathroom
- Laundry renovation
- Replace carpet
- Replace door handles
- Replace power points and light switches
- Replace light fittings
- Install new roller blinds

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 The Owner of each Lot is specifically authorised to and has a special privilege to conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of their Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 Each Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, their Works and, when necessary, renewing or replacing any part of their Works.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works each Owner must give the Owners Corporation at least 14 days' notice of commencement.

4.1.2 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works, an Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, including waterproofing all bathroom floors and other wet areas forming part of the Works (in a proper and workmanlike manner),

4.2.1.2 Time for Completion of Works

make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

4.2.1.3 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.4 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.5 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.6 Times for Renovations

ensure that the Works are only carried out between the hours of 7:30am-4:30pm on Monday-Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8:00am-3:00pm Monday – Friday and are not performed on weekends or public holidays,

4.2.1.8 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.9 Vehicles

ensure that no tradesperson's vehicle obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

4.2.1.10 Costs of Works

pay all costs associated with the Works,

4.2.1.11 Comply with All Laws

comply with all statutes, by laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.12 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

- 4.3.1.1 promptly notify the Owners Corporation that the Works are complete,
- 4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

Each Owner must:

- 4.4.1 make good any damage to another lot of the Common Property caused by the Works no matter when such damage may become evident, and
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

Each Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give each Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling each Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

- 5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1 rectify any such breach,
 - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.



PRELIMINARY QUOTE FORM

Reno Pack Pty Ltd

ABN: 75 141 702 285
Licence No: 226085C

PO Box 26
Artarmon
NSW 2064
Phone: (02) 9966 4255
Fax: (02) 9966 4355

Date:	Monday, 27 th July 2015
Client:	Alison Antonio
Site Address:	

Please note that this is a preliminary quote only. Once we have accessed the site, and finalised material selections, this quote may be subject to review.

Our Services Include:

- Provide Home Warranty Insurance for scope of works outlined below
- Provide template for Body Corporate submission
- Supply/install floor protection to common areas

Kitchen

- Provide kitchen design and drawings once quote approval has been received
- Remove and dispose of existing kitchen
- Remove and dispose of existing kitchen splashback
- Remove and dispose of existing kitchen flooring
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works
- Supply/install new kitchen with 10 linear metres of custom made joinery up to 2250mm with:
 - Laminated doors and panels
 - 4 x soft close drawers and all soft close doors (Blum hardware)
 - 4.5m² of 20mm Engineering Stone bench top (standard colours)
- Supply/install new sink and mixer from range provided
- Supply/install new Nuff oven, cooktop, range hood and dishwasher from range provided
- Supply/install new tiles to kitchen floor (allowance of up to \$35/m²)
- Supply/install new tiles to kitchen splash back (allowance of up to \$45/m²)
- Remove and replace all power points to existing locations from range provided

Bathroom

- Remove and dispose of existing floor and wall tiles
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of existing bath
- Remove and dispose of shower screen
- Relocate existing bath taps to suit new shower location (using existing floor waste)
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling (allowance of up to \$35/m² floor tiles and \$25/m² wall tiles)
- Supply/install new cornices
- Supply/install new vanity and mixer from range provided
- Supply/install new shower taps & spout or mixer from range provided
- Supply/install new semi-framed shower screen from range provided
- Supply/install new toilet from range provided
- Supply/install new fixed mirror (in suit length of vanity) from range provided
- Supply/install new accessories from range provided
- Remove and replace all power points and light switch to existing locations from range provided

En-suite

- Remove and dispose of existing floor and wall tiles
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling (allowance of up to \$35/m² floor tiles and \$25/m² wall tiles)
- Supply/install new cornices
- Supply/install new vanity and mixer from range provided
- Supply/install new shower taps & spout or mixer from range provided
- Supply/install new semi-framed shower screen from range provided
- Supply/install new toilet from range provided
- Supply/install new fixed mirror (to suit length of vanity) from range provided
- Supply/install new accessories from range provided
- Remove and replace all power points and light switch to existing locations from range provided

General

- Remove trade related rubbish and builder's clean site on completion

IMPORTANT NOTES

You benefit from a 10% discount on all showroom retail prices and a 30% discount on tiles. Your allowances are:

- a total of \$1,200 for bathroom & en-suite tapware purchase
- a total of \$1,000 for the purchase of 2 x vanities
- a total of \$600 for the purchase of 2 x toilets
- a total of \$500 for the purchase of bathroom & en-suite accessories

Please note that:

- floor protection will be provided however considering work to be undertaken it is likely to have some element of damage to existing floor covering despite efforts taken. Reno Pack will take no responsibility for damaged caused to existing floor coverings (all care taken but no responsibility)
- no allowance has been made for works not mentioned in Scope of Works above - if required this would be at a cost variation
- no allowance has been made for any floor repair work or leveling if found when removing linings
- no allowance has been made for any electrical upgrades if required
- no allowance has been made for any fire services, upgrade or compliance if required
- we require 2 x car spaces for the duration of the renovation if street parking is not readily available. If this was not possible additional cost may apply
- allowance has been made to work within local council permitted start and finish times
- no allowance has been made for Council or other Authority approval
- no allowance has been made for any unforeseen circumstances occurring during works
- this quote is valid for 30 days

For help or questions please contact:

Maria Frijos – 9366 4255
Shaun Hanley – 0423 628 493



PRELIMINARY QUOTE FORM

Reno Pack Pty Ltd

ABN: 75 141 702 285
Licence No: 226085C

PO Box 28
Artarmon
NSW 2064
Phone: (02) 9966 4255
Fax: (02) 9966 4355

Date:	Monday, 20 th July 2015
Client:	
Site Address:	78/267 Castlereagh Street, Sydney

Please note that this is a preliminary quote only. Once we have accessed the site and finalised the quote, this quote may be subject to change.

SCOPE OF WORKS TO BE PROVIDED

- Provide Home Warranty Insurance for scope of works outlined below
- Provide template for Body Corporate submission
- Supply/install floor protection to common areas

Kitchen

- Provide kitchen design and drawings once quote approval has been received
- Remove and dispose of existing kitchen
- Remove and dispose of existing kitchen splashback
- Remove and dispose of existing kitchen flooring
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works
- Supply/install new kitchen with 9 linear metres of custom made joinery up to 2250mm with:
 - Laminated doors and panels
 - 5 x soft close drawers and all soft close doors (Blum hardware)
 - 3.5m² of 20mm Engineering Glone beech top (standard colours)
 - Bulk head to ceiling
- Supply/install new sink and mixer from range provided
- Supply/install new Nefit oven, cooktop, range hood and semi-integrated dishwasher from range provided
- Supply/install new tiles to kitchen floor (allowance of up to \$35/m²)
- Supply/install new tiles to kitchen splash back (allowance of up to \$45/m²)

Bathroom

- Remove and dispose of existing floor and wall tiles
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of existing bath
- Remove and dispose of shower and screen
- Relocate existing bath plumbing to suite new shower (using existing floor waste location)
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling (allowance of up to \$35/m² floor tiles and \$25/m² wall tiles)
- Supply/install new comices
- Supply/install new vanity and mixer from range provided
- Supply/install new shower taps & spout or mixer from range provided
- Supply/install new semi-framed shower screen from range provided
- Supply/install new toilet from range provided
- Supply/install new fixed mirror (to suit length of vanity) from range provided
- Supply/install new accessories from range provided

En-suite

- Remove and dispose of existing floor and wall tiles
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling (allowance of up to \$35/m² floor tiles and \$25/m² wall tiles)
- Supply/install new cornices
- Supply/install new vanity and mixer from range provided
- Supply/install new shower taps & spout or mixer from range provided
- Supply/install new semi-framed shower screen from range provided
- Supply/install new toilet from range provided
- Supply/install new fixed mirror (to suit length of vanity) from range provided
- Supply/install new accessories from range provided

Laundry

- Remove and dispose of laundry tub
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing floor and wall skirting tiles to Laundry
- Supply/install waterproof membrane
- Supply/install new floor, skirting & splashback tiles (allowance of up to \$35/m² floor tiles and \$25/m² wall tiles)
- Supply/install new laundry tub with taps and spout from range provided
- Supply/ install new washing machine taps

General

- Remove and dispose of carpet to unit
- Supply/install new carpet to unit from range provided
- Supply/install 4 x new door handles to internal doors
- Remove and replace all power points and light switches to existing locations from range provided
- Replace existing light fittings with new to existing locations (provided by client)
- Supply/install new roller blinds (up to 16m²) from range provided
- Prepare and paint all walls, ceilings, doors and frames (3 x coats, windows and external doors excluded)
- Remove trade related rubbish and builder's clean site on completion

IMPORTANT NOTES

- You benefit from a 10% discount on all showroom retail prices and a 30% discount on tiles. Your allowances are:
 - a total of \$1,600 for bathroom & en-suite tapware purchase
 - a total of \$1,400 for the purchase of 2 x vanities
 - a total of \$900 for the purchase of 2 x toilets
 - a total of \$500 for the purchase of bathroom & en-suite accessories
 - \$250 for laundry tapware
- no allowance has been made for excessive preparation for painting and feature wall may incur additional cost
- no allowance has been made for works not mentioned in Scope of Works above - if required this would be at a cost variation
- no allowance has been made for any floor repair work or levelling if found when removing fittings
- no allowance has been made for any electrical upgrades if required
- no allowance has been made for any fire services, upgrade or compliance if required
- we require 2 x car spaces for the duration of the renovation if street parking is not readily available. If this was not possible additional cost may apply
- allowance has been made to work within local council permitted start and finish times
- no allowance has been made for Council or other Authority approval
- no allowance has been made for any unforeseen circumstances occurring during works
- this quote is valid for 30 days

2.12. AUTHORISE THE OWNER OF LOT 61 TO ADD TO, ALTER AND ERECT NEW STRUCTURES ON THE COMMON PROPERTY AND EXCLUSIVE USE

PART 1 -DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 61 in strata scheme 40414.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 40414.
- (f) **Works** means all building works and all related services supplied to effect the kitchen, bathroom and ensuite renovations as set out in the scope of works prepared by B, R & J Georges Pty Limited dated 1 November 2018 and the plan attached to this by-law at Annexure "A."
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 - GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 – CONDITIONS

PART 3.1 - Before commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
- (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

PART 3.2 - During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 2 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
 - (i) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - (iii) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation; and
 - (iv) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.

- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After construction

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
 - (d) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4 - Enduring rights and obligations

- 3.4 The Owner:
- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
 - (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
 - (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
 - (d) remains liable for any damage to lot or common property arising out of the Works;
 - (e) must make good any damage to lot or common property arising out of the Works; and
 - (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Annexure "A" - 61/SP40414

B, R & J GEORGES PTY LIMITED

Builders

A.C.N. 070 970 295

LIC 117064C

A.B.N. 7307 0970295



P.O Box A2007
Sydney South 1235

Telephone: 9637 2573

Mobile: 0419 997 749

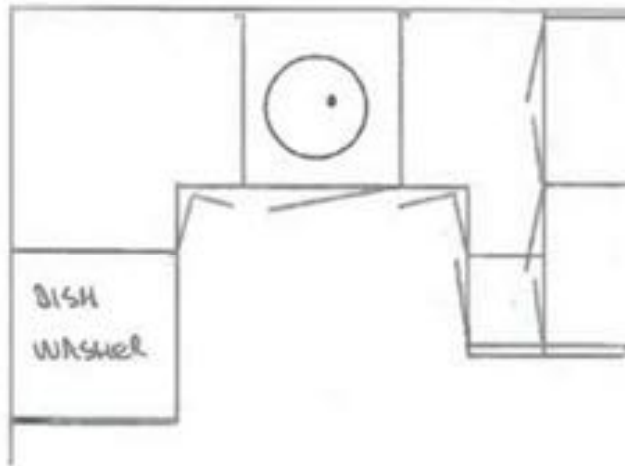
Email: brjgeorges@telstra.com

2 November 2018

Paul Lee
61/267 Castlereagh St
Sydney

Re: Scope of Works

- Shut down all the electrical and plumbing top the bathroom , ensuite and kitchen
- Disconnect all the P.C items and dispose
- Demolish the kitchen cupboards
- Take up the kitchen wall and floor tiles
- Strip all the bathroom and ensuite wall and floor tiles
- Bath to stay in position
- Note: No plumbing or electrical positions to be moved in the walls
- Patch render the walls as necessary
- Apply a primer and three coats of polyurethane waterproofing membrane in conjunction with fibre matting
- Supply and fix 600 x 300gloss white rectified tiles to existing heights in both the bathroom and ensuite
- Supply and fix new floor tiles on a new bed of sand and cement graded to the floor wastes
- Supply and fit new aluminum step treads at the doors
- Supply and fit new floor tiles to the kitchen floor including all glue , grout , spacers and trims
- Supply and fit one custom made kitchen as per plan with doors and rolled laminate benchtop
- Supply and fit a new under bench oven , cooktop , rangehood ,dishwasher and single bowl sink with a new flick mixer
- Supply and fit all new power points and light switches to the bathroom , ensuite and kitchen



KITCHEN PLAN
 61/267 CASTLEBAGH ST
 SYDNEY

2.13. WORKS FOR LOT 64

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- a.) **Act** means the Strata Schemes Management Act 1996.
- b.) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c.) **Building** means the building situated at 267-277 Castlereagh Street, Sydney NSW 2000.
- d.) **Insurance** means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) Insurance required under the Home Building Act 1989 (if any); and
 - (iii) Workers' compensation insurance.
- e.) **Lot** means lot 64 in strata plan 40414;
- f.) **Owner** mean(s) the owner(s) of the Lot.
- g.) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

* Renovating the Lot in accordance with the following scope of works

Scope of Works Lot 64 – Renovation

- Supply/install floor protection to common areas

Kitchen

- Remove and dispose of existing kitchen
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works

- Supply/install new kitchen doors and panels (kitchen joinery up to 2250mm with a bulk head to ceiling covered by matching plaster cornice)
- 20mm Caesar Stone bench top and kitchen splash back
- Supply/install new sink and mixer
- Install new oven, cooktop range-hood and dishwasher
- Install new tiles to kitchen floor

Bathroom

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of bath
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Relocate plumbing to suit new concealed cistern toilet
- Disconnect and terminate wall plumbing to bath
- Supply/install new false wall to conceal toilet plumbing
- Supply/install new wall and floor tiles from floor to ceiling
- Supply/install new plaster cove cornice
- Supply/install 2 x new LED downlights
- Supply/install new vanity
- Supply/install new basin and mixer
- Supply/install new shower taps and spout
- Supply/install new frameless fixed glass panel shower screen
- Supply/install new toilet
- Supply/install new fixed mirror (to suit length of vanity)

Ensuite

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/install new render to footprint of existing tiles
- Supply/install new waterproof membrane
- Supply/install new wall and floor tiles from floor to ceiling
- Supply/install new plaster cover cornice
- Patch plasterboard ceiling
- Supply/install 2 x new LED downlights off existing switch location
- Supply/install 1 x new vanity wall
- Supply/install new vanity, taps and spout/or mixer
- Supply/install new shower taps and spout
- Supply/install new semi frameless shower screen
- Supply/install new toilet from range provided
- Supply/install new fixed mirror (to suit length of vanity)

Laundry

- Remove and dispose of laundry tub
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing floor and skirting tiles to Laundry
- Supply/install new waterproof membrane
- Install new floor tiles and skirting tiles
- Supply/install new laundry tub with taps and spout
- Supply/install new washing machine taps

General

- Remove and dispose of carpet to unit
- Supply/install new laminate floating floor with new 2mm quiet step acoustic underlay to footprint of new floating floor
- Supply/install new door handles to internal doors
- Remove and replace all light switches to existing locations
- Replace existing light fittings with new to existing locations
- Supply/install new built-in robe to conceal existing partition wall with timber hinged doors and melamine internal shelving and hanging space to footprint
- Supply/install new bulkhead and cornice to new built in robes
- Prepare and paint all walls, ceilings, doors and frames (2 x coats, windows and external doors excluded)
- Remove trade related rubbish and clean site
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the specification above and the provisions of this by-law.

Additional Renovations commencing October 2019

- Install new tiles to entry, living area, kitchen & laundry floors
- Remove laminated flooring in bedrooms and install carpet flooring
- Install new skirting tiles in the laundry
- Remove and replace all light switches and power points to existing locations
- Install additional power point in laundry and chase wiring to existing point
- Replace all light fittings with new to existing locations
- Install new built-in robes to both bedrooms
- Install new bulkheads and cornices to new built in robes
- Remove sliding door and fixed glass panel between living area and sunroom
- Install raised tiled floor in living area extending to sunroom
- Extend cornices and pelmets from living area to sunroom
- Replace kitchen cupboards and splashback

- Install new cooktop rangehood
- Replace outward opening glass door and fixed glass panel between sunroom and balcony with a sliding glass door, fixed glass panel and insect screen
- Install insect screen on sliding door of master bedroom
- Install wall-mounted bathroom cabinet in ensuite
- Replace toilet in ensuite
- Replace showerhead in ensuite
- Install frameless shower screen in ensuite
- Install fire-rated door viewer on entry door

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- a.) The singular includes the plural and vice versa;
- b.) Any gender includes the other genders;
- c.) Any terms in the by-law will have the same meaning as those defined in the Act;
- d.) References to legislation include references to amending and replacing legislation;
- e.) References to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- f.) Where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- g.) References to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires 1 flanges, valves 1 ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a.) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;

- b.) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48 hours) of any request from the owners corporation;
- c.) effect and maintain insurance and provide a copy to the owners corporation;
- d.) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e.) pay the owner's corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a.) use duly licensed employees, contractors or agents to conduct the installation;
- b.) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c.) ensure the installation is carried out expeditiously and with a minimum of disruption;
- d.) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e.) carry out the installation between the hours of 7:00am and 7:00pm Monday – Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- f.) perform the installation within a period of two (2) months from its commencement of such other period of time as may be approved by the owners corporation;
- g.) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h.) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i.) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j.) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k.) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a.) notify the owners corporation that the installation of the Works has been completed;
- b.) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c.) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d.) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e.) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law; and
- f.) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owner's corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations The Owner must:

- a.) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b.) properly maintain and upkeep the Works in a state of good and serviceable repair;
- c.) properly maintain and upkeep those parts of the common property in contact with the Work
- d.) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e.) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f.) repair and/or reinstate the common property or personal property of the owner's corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owner's corporation may:

- a.) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b.) recover the costs of such work from the Owner as a debt due; and

- c.) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provision of Part 3 shall also apply in relation to that removal.

2.14. AUTHORISE THE OWNERS OF LOT 69 TO ADD TO, ALTER AND ERECT NEW STRUCTURES ON THE COMMON PROPERTY AND EXCLUSIVE USE

By-law to authorise the owners of Lot 69 to add to, alter and erect new structures on the common property and exclusive use

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a.) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b.) **Insurance** means:
 - i. Contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - ii. Insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - iii. Workers compensation insurance as required by law.
- c.) **Lot** means lot 69 in strata scheme 40414.
- d.) **Owner** means the owner of the Lot from time to time.
- e.) **Owners Corporation** means the owner's corporation created by the registration of strata plan registration no. 40414.
- f.) **Works** means all building works and all related services supplied to effect the works to and associated with the Lot, in accordance with the scope of works and plan drawings attached to this by-law and marked Annexure "A".
- g.) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- a.) the singular includes plural and vice versa;
- b.) any gender includes the other genders;
- c.) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d.) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

- 3.1 Before commencement of the Works the Owner must:
 - a.) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - b.) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
 - c.) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management 2015* at the Registrar-General's Office.

PART 3.2 During Construction

- 3.2 Whilst the Works are in progress the Owner must:
 - a.) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - b.) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
 - c.) use reasonable endeavours to cause as little disruption as possible;
 - d.) perform the Works during times reasonably approved by the Owners Corporation;
 - e.) perform the Works within a period of two months from their commencement or such other period as reasonably approved by the Owners Corporation;
 - f.) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - g.) protect all affect areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - h.) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
 - i.) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and

- ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.
- j.) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k.) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- a.) notify the Owners Corporation that the Works have been completed;
- b.) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- c.) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- d.) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4 Enduring rights and obligations

3.4 The Owner:

- a.) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b.) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c.) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d.) remains liable for any damage to lot or common property arising out of the Works;
- e.) must make good any damage to lot or common property arising out of the Works; and
- f.) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

2.15. WORKS FOR LOT 70

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- a.) **Act** means the Strata Schemes Management Act 1996
- b.) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c.) **Building** means the building situated at 267-277 Castlereagh Street, Sydney NSW 2000
- d.) **Insurance** means:
 - i. Contractors all risk insurance (including public liability insurance in the sum of \$10,000,000.00;
 - ii. Insurance required under the *Home Building Act 1989* (if any); and
 - iii. Workers' compensation insurance.
- e.) **Lot** means lot 70 in strata plan 40414
- f.) **Owner** mean(s) the owner(s) of the Lot.
- g.) **Works** means the works to the Lot and common property to be carried out for and in connection with the owner's installation, repair, maintenance and replacement (if necessary), of:
 - i. renovating the Lot in accordance with the scope of works specified in the document titled "Attachment C – Quote/Scope of Works" dated 22 October 2013 prepared by Living Space Constructions Pty Ltd attached to this by-law and marked "A";
 - ii. installing split-system air conditioning equipment, including the external condenser unit exclusively servicing the Lot to be installed on the balcony of the Lot; and
 - iii. installing fly-screens;

Together with the restoration of lot and common property (including the Lot) damage by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- a.) the singular includes the plural and vice versa;
- b.) any gender includes the other genders;
- c.) any terms in the by-law will have the same meaning as those defined in the Act;
- d.) references to legislation include references to amending and replacing legislation;
- e.) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- f.) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- g.) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to Commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a.) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- b.) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- c.) effect and maintain Insurance and provide a copy to the Owners Corporation;
- d.) provide (if required) to the Owners Corporation a report from an engineer approved by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e.) pay the Owners Corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During Installation of the Works

During the process of the installation of the Works, the Owners must:

- a.) use duly licensed employees, contractors or agents to conduct the installation;
- b.) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c.) ensure the installation is carried out expeditiously and with a minimum of disruption;
- d.) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e.) carry out the installation between the hours of 7:00am and 7:00pm Monday – Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the Owners Corporation;
- f.) perform the installation within a period of two (2) months from its commencement or such other period of time as may be approved by the Owners Corporation;
- g.) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- h.) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i.) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j.) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- k.) not vary the Works without first obtaining the consent in writing of the Owners Corporation.
- l.) have a new condenser unit (external) that:
 - i. is mounted on vibration pads in a location so to minimize noise and vibration;
 - ii. is installed unobtrusively in a location as approved by the Owners Corporation;
 - iii. has an acceptable sound rating as specified by the Owners Corporation in writing;
 - iv. has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building

3.3 After Installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a.) notify the Owners Corporation that the installation of the Works has been completed;
- b.) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c.) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d.) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation of works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- e.) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law; and
- f.) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring Rights and Obligations

The Owner must:

- a.) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b.) properly maintain and upkeep the Works in a state of good and serviceable repair;
- c.) properly maintain and upkeep those parts of the common property in contact with the Works;
- d.) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e.) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f.) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated.

3.5 Failure to Comply with this By-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- a.) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b.) recover the costs of such work from the Owner as a debt due; and

- c.) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

2.16. RENOVATIONS (LOT 87)

1. Introduction

This by-law gives the owner of lot 87 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"lot" means lot 87 in Strata Plan No. 40414,

"owner" means the owner for the time being of the lot (being the current owner and all successors),

"quotation" means the quotation of JSR Builders dated 15 August 2017 attached to this by-law or the minutes of the meeting approving this by-law,

"works" means the alterations and additions to the lot and the adjacent common property described and/or shown in the quotation including:

- demolishing the existing main bathroom, toilet room and ensuite,
- removing all the wall and floor tiles, fittings and fixtures in the main bathroom and ensuite,
- installing new floor tiles and wall to ceiling tiles to the main bathroom, toilet room and ensuite,
- replacing the ceiling cornices in the main bathroom and ensuite,
- grinding paint off of the walls in the main bathroom and ensuite,
- replacing plumbing and electricals in the main bathroom and ensuite,
- installing a new bathtub and bricking up the underside in the main bathroom,
- removing the bathtub in the ensuite,
- applying primer and waterproofing membrane to the shower walls and all floor areas in the main bathroom, toilet room and ensuite,
- rendering the walls where necessary in the main bathroom and ensuite,
- installing a new custom made frameless mirror above the vanity in the main bathroom and ensuite,
- installing a new frameless shower screen in clear safety glass in the main bathroom,
- installing new bathroom tapware and accessories in the main bathroom and ensuite,
- installing a new custom made vanity in polyurethane finish, stone top and ceramic basin

in the ensuite and toilet room,

- installing a new back to wall toilet suite in the ensuite,
- installing a new frameless shower panel for a walk in shower in the ensuite,
- installing a linen cupboard in polyurethane finish in the toilet room,
- replacing the built-in wardrobe doors in both bedrooms,
- replacing the laminated benchtop with a stone benchtop,
- installing a frameless mirror with polished edges above the bench,
- installing a new single phases Fujitsu Inverter 5kW split system air conditioner and installing wiring from the subboard to service the air conditioner, and
- any ancillary work.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- (a) authorises the works,
- (b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- (c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1 Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

(b) Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

(c) Costs of this By-Law

Before commencing the works, the owner must pay all of the reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2 During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the plans and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Works

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) Storage of Building Materials on Common Areas

The owner must make sure that no building materials are stored on the common property.

(m) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door the building.

(n) Cost of the works

The owner must pay all costs associated with the works.

4.3 After the Works

- a) As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.
- b) As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4 Enduring Obligations

a.) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

b.) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property

c.) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

d.) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance, which is in keeping with the appearance of the rest of the building.

e.) Connection of Utilities

In the event that electricity, water or any other service is connected to the works and the existing service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

f.) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

g.) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- i. rectify that breach,
- ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
- iii. recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

- b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Quotation



PO Box 65
Burwood, NSW, 1805
Licence No. 248151C
ABN: 73 155 355 285

Renovations
Residential - Commercial
Building Projects

www.jsrbuilders.com.au

Jason 0411 331 244

Richard 0403 200 678

Sam 0418 411 811

QUOTATION

Direct to: [Redacted]
Email: [Redacted]
Job Address: 87/267 Castlereagh St, Sydney

Date: 15/08/2017

Quote No: 3882

Description:	Amount
<p><u>Main Bathroom Renovation</u></p> <p>Demolish existing bathroom. Includes removal of all wall & floor tiles, fittings & fixtures.</p> <p>Remove ceiling cornices & grind paint off walls.</p> <p>Renew plumbing & electricals to suit new bathroom. Includes provision for wall mixer tapware.</p> <p>Supply & install new bathtub, brick up underside & render walls where necessary.</p> <p>Apply 1 coat primer & 2 coats waterproofing membrane to shower walls & all floor area.</p> <p>Supply & install new wall & floor tiles. Wall tiles up to ceiling heights throughout.</p> <p>Supply & install new custom made vanity in polyurethane finish, stone top & ceramic basin. Stone to be selected from an available offcut.</p> <p>Supply & install new custom made frameless mirror with polished edges above vanity.</p> <p>Supply & install new frameless shower screen in clear safety glass.</p> <p>Supply & install new bathroom tapware & accessories as per schedule of finishes.</p> <p>Supply & install new ceiling cornices & paint bathroom ceiling on completion.</p>	
<p><u>Ensuite Renovation</u></p> <p>Demolish existing bathroom. Includes removal of all wall & floor tiles, fittings & fixtures.</p> <p>Remove ceiling cornices & grind paint off walls.</p> <p>Renew plumbing & electricals to suit new bathroom. Includes provision for wall mixer tapware & walk in shower. No bath in new layout. Render & make good walls where necessary.</p> <p>Apply 1 coat primer & 2 coats waterproofing membrane to shower walls & all floor area.</p> <p>Supply & install new wall & floor tiles. Wall tiles up to ceiling heights throughout.</p> <p>Supply & install new custom made vanity in polyurethane finish, stone top & ceramic basin. Stone to be selected from an available offcut.</p> <p>Supply & install new custom made frameless mirror with polished edges above vanity.</p> <p>Supply & install new back to wall toilet suite.</p> <p>Supply & install new frameless shower panel for a walk in shower.</p> <p>Supply & install new bathroom tapware & accessories as per schedule of finishes.</p> <p>Supply & install new ceiling cornices & paint bathroom ceiling on completion.</p>	



87/267 Castlereagh St. Sydney - SCHEDULE OF FINISHES

TILE & FLOOR FINISHES

DESCRIPTION	LOCATION	SUPPLIER	MANUFACTURE /SPEC	COLOR/FINISH	QTY	NOTES
WALL TILE	BATHROOM ENSUITE	TSA	TSA			INCLUDED COST AVAILABLE = 100%
FLOOR TILE	BATHROOM ENSUITE TOILET RM	TSA	TSA			INCLUDED COST AVAILABLE = 100%

BATHROOM, ENSUITE & TOILET ROOM FITTINGS

DESCRIPTION	LOCATION	MODEL/TYPE	MANUFACTURE /SPEC	SUPPLIER	QTY	NOTES
MIRRO	BATHROOM ENSUITE				2 NO	INCLUDED COST AVAILABLE FOR UNIT = \$1000 FOR LAMINATE, TOP & POP UP MIRROR
MIRRO	TOILET ROOM	4000H	SLIP MIRROR		3 NO	INCLUDED COST AVAILABLE = \$300
MIRRO	BATHROOM ENSUITE TOILET ROOM WASH UP RM			CUSTOM BUILT	4 NO	CUSTOM BUILT TRAVELER MIRROR, PUSHED EDGE
TOILET SUITE	ENSUITE TOILET ROOM	16770	PARO'S SUITE, TOILET SUITE	HARVEY NORMAN COMMERCIAL	2 NO	http://www.harveynorman.com.au/paros-toilet-suite
GLASS MIRROR TOP	BATHROOM ENSUITE TOILET ROOM	SL750 (2M)	FRONTO RAIN BATH MIRROR	HARVEY NORMAN COMMERCIAL	2 NO	http://www.harveynorman.com.au/fronto-rain-bath-mirror
SHOWER / BATH WALL MIRROR	BATHROOM ENSUITE	SL750 (2M)	FRONTO RAIN WALL MIRROR	HARVEY NORMAN COMMERCIAL	2 NO	http://www.harveynorman.com.au/fronto-rain-wall-mirror
SHOWER OR BATH	BATHROOM ENSUITE	SL750 (2M)	FRONTO RAIN WALL MIRROR	HARVEY NORMAN COMMERCIAL	2 NO	http://www.harveynorman.com.au/fronto-rain-wall-mirror
SA TRIBLE	BATHROOM	COE1215H	SELINA COE1215 / 1215MM	HARVEY NORMAN COMMERCIAL	3 NO	http://www.harveynorman.com.au/selina-coe1215
SA TR (200)	BATHROOM	SL750 (2M)	FRONTO RAIN WALL BATH OUTLET MIRROR	HARVEY NORMAN COMMERCIAL	3 NO	http://www.harveynorman.com.au/fronto-rain-wall-bath-outlet-mirror
GLASS SCREENS	BATHROOM ENSUITE	PM3000W	GLASS SAFETY GLASS	CUSTOM BUILT	3 NO	
TOILET BOWL HOLDER	BATHROOM TOILET ROOM	14812	HYDRO GLASS TOILET PUSH HOLDER	HARVEY NORMAN COMMERCIAL	2 NO	http://www.harveynorman.com.au/hydro-glass-toilet-push-holder
TOILET BOWL	BATHROOM ENSUITE	60000	FRONTO BATH ROOM TOILET BOWL	HARVEY NORMAN COMMERCIAL	2 NO	http://www.harveynorman.com.au/fronto-bath-room-toilet-bowl
FLOOR WARE	BATHROOM	161110001	GLASS FLOOR WASTE TO HOLD	HARVEY NORMAN COMMERCIAL	3 NO	http://www.harveynorman.com.au/glass-floor-waste-to-holder

2.17. AUTHORISE THE OWNER OF LOT 87 TO ADD TO, ALTER AND ERECT NEW STRUCTURES ON THE COMMON PROPERTY AND EXCLUSIVE USE

By-law to authorise the owner of Lot 87 to add to, alter and erect new structures on the common property and exclusive use

PART 1 – DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a.) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b.) **Insurance** means:
 - i. Contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - ii. Insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an Interested party; and
 - iii. Workers compensation insurance as required by law.
- c.) **Lot** means lot 87 in strata scheme 40414.
- d.) **Owner** means the owner of the Lot from time to time.
- e.) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 40414.
- f.) **Works** means all building works and all related services supplied to effect the works as set out in the quote prepared by JSR Builders dated 6 June 2018 attached to this by-law at Annexure "A".
- g.) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- a.) the singular includes plural and vice versa;
- b.) any gender includes the other genders;
- c.) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d.) references to legislation includes references to amending and replacing legislation.

PART 2 – GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area

PART 3 – CONDITIONS

PART 3.1 – Before commencement

3.1 Before commencement of the Works the Owner must:

- a.) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b.) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
- c.) if required, provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building.

PART 3.2 – During construction

3.2 Whilst the Works are in progress the Owner must:

- a.) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b.) ensure the works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- c.) use reasonable endeavours to cause as little disruption as possible;
- d.) perform the Works during times reasonably approved by the Owners Corporation;
- e.) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- f.) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g.) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h.) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i.) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.

- j.) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k.) not vary the Works without first obtaining the consent in writing from the Owners Corporation

PART 3.3 – After construction

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- a.) notify the Owners Corporation that the Works have been completed;
 - b.) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
 - c.) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
 - d.) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

PART 3.4 – Enduring rights and obligations

- 3.4 The Owner:
- a.) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
 - b.) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
 - c.) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
 - d.) remains liable for any damage to lot or common property arising out of the Works;
 - e.) must make good any damage to lot or common property arising out of the Works; and
 - f.) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.
 - g.) must obtain a certificate at the owners cost from the Owners Corporation engineer upon completion stating that the works are in accordance with the approval of the Owners Corporation.

Annexure "A"
87/SP40414

PO Box 65
Burwood, NSW, 1805
Licence No. 248151C
ABN: 75 155 355 285
Ph/Fax: (02) 9590 3655
Email: richard@jsrbuilders.com.au

Renovations
Residential - Commercial
Building Projects

www.jsrbuilders.com.au

Richard 0403 200 678

QUOTATION

Direct to: Becca Duane
Job Address: 87/267 Castlereagh St. Sydney
Contact No: m:
Email:

Date: 6/06/2018

Quote No: 4106

Description	
<u>PREPARATION</u> Provide assistance with body Corporate submission Display notice in common area to advise of upcoming work as per strata requirements Cover & secure all working surrounds & install floor protection to common areas	\$600.00
<u>BALCONY</u> Remove & dispose of balcony floor tiles Apply 1 x coat primer, 2 x coats waterproofing membrane to entire floor area Provide screed with proper grade to waste outlet & fit balcony floor throughout Provide waterproofing certificate upon completion Supply floor tiles - included Allowance = 360/m ²	\$8,500.00
<u>SUNROOM</u> Remove window frame & sliding door between sunroom & lounge room Remove floor slab between rooms Repair subfloor to suit Level floor in preparation for new carpet Supply & install new gyprock wall lining onto existing structure Set, sand & make ready for painting Repair, patch & paint sunroom ceiling & walls as required (Carpet to be done by others)	\$4,000.00
<u>BOOK SHELF IN LOUNGE & SUNROOM</u> Supply & install custom made book shelf in laminated finish Approx size = 2400mm wide by 100mm high	\$2,500.00
<u>LINEN CUPBOARD NEAR ENTRANCE</u> Remove existing internal shelves from linen cupboard Supply & install new adjustable shelving to suit	\$700.00
<u>WALK IN WARDROBE</u> Remove & dispose of existing wardrobe & metal door frame Square off opening with render & make ready for painting Supply & install new full colour walk-in wardrobe in laminated finish Includes 2 x drawer sets, shelves, long hanging & short hanging space.	\$8,500.00

Page 1 of 2

2.18. WORKS FOR LOT 88

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the Strata Schemes Management Act 2015.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) **Building** means the building situated at 267-277 Castlereagh Street, Sydney NSW 2000.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the Home Building Act 1989 (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lot 88 in strata plan 40414;
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

* renovating the Lot in accordance with the following scope of works

Scope of Works Lot 88– Renovation

- Supply/Install floor protection to common areas

Kitchen

- Remove and dispose of existing kitchen
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works

- Supply/Install new kitchen doors and panels (kitchen joinery up to 2250mm with a bulk head to ceiling covered by matching plaster cornice)
- 20mm Caesar Stone bench top and kitchen splash back
- Supply/Install new sink and mixer
- Install new oven, cooktop range-hood and dishwasher
- Install new tiles to kitchen floor

Bathroom

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of bath
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Relocate plumbing to suit new concealed cistern toilet
- Disconnect and terminate wall plumbing to bath
- Supply/Install new false wall to conceal toilet plumbing
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Supply/Install 2 x new LED downlights
- Supply/Install new vanity
- Supply/Install new basin and mixer
- Supply/Install new shower taps and spout
- Supply/Install new frameless fixed glass panel shower screen
- Supply/Install new toilet
- Supply/Install new fixed mirror (to suit length of vanity)

Ensuite

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Supply/Install new waterproof membrane
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Patch plasterboard ceiling
- Supply/Install 2 x new LED downlights off existing switch location
- Supply/Install 1 x new vanity wall
- Supply/Install new vanity, taps and spout/or mixer
- Supply/Install new shower taps and spout
- Supply/Install new semi frameless shower screen
- Supply/Install new toilet from range provided
- Supply/Install new fixed mirror (to suit length of vanity)

Laundry

- Remove and Dispose of laundry tub
- Remove and Dispose of existing taps and fittings
- Remove and Dispose of existing floor and skirting tiles to Laundry
- Supply/Install new waterproof membrane
- Install new floor tiles and skirting tiles
- Supply/Install new laundry tub with taps and spout
- Supply/Install new washing machine taps

General

- Remove and dispose of carpet to unit
- Supply/Install new laminate floating floor with the approved Museum Towers acoustic timber flooring as per the flooring report from Renzo Tonin to footprint of new floating floor
- Supply/Install new door handles to internal doors
- Remove and replace all light switches to existing locations
- Replace existing light fittings with new to existing locations
- Supply/Install new built-in robe to conceal existing partition wall with timber hinged doors and melamine internal shelving and hanging space to footprint
- Supply/Install new bulkhead and cornice to new built in robes
- Prepare and paint all walls, ceilings, doors and frames (2 x coats, windows and external doors excluded)
- Remove trade related rubbish and clean site
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the specification above and the provisions of this by-law.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- (g) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy to the owners corporation;
- (d) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- (e) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 7:00am and 7:00pm Monday- Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- (f) perform the installation within a period of two (2) months from its commencement or such other period of time as may be approved by the owners corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and

- (k) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law; and
- (f) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Work
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners Corporation may:

- (a) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

2.19. BY LAW – WORK TO THE BOUNDARY OF LOT 90

The owner of Lot 90 is hereby authorised at any time to undertake any works necessary to ensure the boundaries of Lot 90 are impermeable to smoke or odours from adjoining lots and common property. This includes, if necessary, filling any/all gaps between the boundary wall and the underside of the floor slab above, along the length of the boundary walls. Any such filler material shall be suitably fire rated.

In the event the Owners Corporation raises future levies to fund such works, the owner of Lot 90 shall be reimbursed for works undertaken to Lot 90 if these works have been completed, or underway, around the boundary walls of Lot 90. Any reimbursement shall be subject to the presentation of invoices for said works.

2.20. AUTHORISE THE OWNER OF LOT 102 TO ADD TO, ALTER AND ERECT NEW STRUCTURES ON THE COMMON PROPERTY AND EXCLUSIVE USE

By-law to authorise the owner of Lot 102 to add to, alter and erect new structures on the common property and exclusive use

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) **Insurance** means:

- i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - iii. workers compensation insurance as required by law.
- c) **Lot** means lot 102 in strata scheme 40414.
 - d) **Owner** means the owner of the Lot from time to time.
 - e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 40414.
 - f) **Works** means all building works and all related services supplied to effect the works as set out in the specifications prepared by Gobuilding dated 19 June 2019 attached to this by-law and marked Annexure "A".
 - g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders;
- c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1 Before commencement of the Works the Owner must:

- a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b) effect and maintain insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;

- c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and
- d) if requested by the owner's corporation, provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring.

PART 3.2 During construction

3.2 Whilst the Works are in progress the Owner must:

- a.) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b.) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- c.) use reasonable endeavours to cause as little disruption as possible;
- d.) perform the Works during times reasonably approved by the Owners Corporation;
- e.) perform the Works within a period of two months from their commencement or such other period as reasonably approved by the Owners Corporation;
- f.) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g.) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h.) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i.) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.
- j.) ensure that the Works do not interfere with or damage the common property or the property of an other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k.) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
 - (d) if requested by the Owner's Corporation, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the flooring and treatment to the flooring in respect to the Exclusive Use Area; and
 - (e) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4 Enduring rights and obligations

- 3.4 The Owner:
- a.) must ensure that the flooring throughout the Lot is treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
 - b.) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
 - c.) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
 - d.) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
 - e.) remains liable for any damage to lot or common property arising out of the Works;
 - f.) must make good any damage to lot or common property arising out of the Works; and
 - g.) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

IMPORTANT NOTE – this motion was passed subject to the owner of Lot 102 to confirm with strata that the balustrade height on the balcony will meet Australian standards.

ANNEXURE

SCOPE OF WORKS 69/SP40414

BATHROOM AND ENSUITE

- Removal of fixtures and fittings including the shower, toilet, cabinetry and vanities.
- Installation of new fixtures and fittings including a shower, toilet, cabinetry and vanities.
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles;
- Reconfiguration of power outlets, light fittings and tapware to accommodate the new layout; and
- All associated plumbing and electrical connections.

KITCHEN

- Removal of the fixtures and fittings including cabinetry and the sink;
- Installation of new fittings and fixtures including cabinetry and a sink; and
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles.
- Reconfiguration of power outlets, light fittings and tapware as required; and
- All associated plumbing and electrical connections.

LAUNDRY

- Removal of fixtures and fittings including the cabinetry and sink.
- Installation of new fixtures and fittings including a cabinetry and sink.
- Removal of waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles;
- Reconfiguration of power outlets, light fittings and tapware to accommodate the new layout; and
- All associated plumbing and electrical connections.

SCOPE OF WORKS

102/SP40414



PO Box 10414
 Multiple copies sent to
 AMR 1010000075
 P. 10200114
 L. Multiple copies sent to
 1020075

Gobuilding

Quote

To:	GovBuilding govbuilding@go.com.au Unit 102/104 Coleridge St Sydney, NSW, 2000	Quote No:	20143
		Date:	10/06/2018

Description	Quantity	Rate	Amount
Installation of systems, kitchen, etc, for area including electrical and plumbing documents. Security fit to spec.	1	\$12,000.00	\$12,000.00
Supply of new kitchen, Professional glassware. #Bass Stone tops and splashback, performance doors. New custom cabinetry for area.	1	\$29,000.00	\$29,000.00
Drinks Professional aluminium Rebuild bathroom to existing layout Water proofing Tiling Allowance for fixtures 12000	1	\$17,000.00	\$17,000.00
Shower bath, Professional aluminium Rebuild bathroom to existing layout.	1	\$16,000.00	\$16,000.00
Full height wall cladding Cladding to kitchen			
Allowance for the purchase of other throughout program.	1	\$4,500.00	\$4,500.00
Separate toilet area Existing layout Replace vanity, new tiling, fit new toilet Lift into supply and install new wash basin and basin van unit. Cladding to vanity	1	\$4,500.00	\$4,500.00
Fit all new tiles to full area unit.	1	\$3,100.00	\$3,100.00
Water proofing to bathroom TOL, separate toilet	1	\$4,200.00	\$4,200.00
Allowance for fixtures and 10000 throughout	1	\$8,000.00	\$8,000.00
Painting of other property. Professional sum	1	\$5,000.00	\$5,000.00
Allowance for extra cabinets throughout, Professional sum	1	\$4,100.00	\$4,100.00
Elect cladding - aluminium	1	\$1,000.00	\$1,000.00

Description	Quantity	Rate	Amount
Supply and installation of flooring under floor - allowance	1	\$11,000.00	\$11,000.00
Supply and install built in wardrobe - allowance	1	\$2,100.00	\$2,100.00
Additional allowances: Sling mats, subsoil, re-plant Air conditioning New blinds and screens	1	\$10,000.00	\$10,000.00
			\$13,100.00
			\$13,954.55
			\$152,400.00
Total			\$152,400.00

Notes

The quotation is valid for 30 days
Subject to site inspection and measure

2.21. WORKS AUTHORISATION (LOT 105)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

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

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

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means lot 105 within the Strata Scheme.

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

"Owner" means the owner of the Lot for the time being and that owner's successors in title.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applied.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means the works described below:

- Bathrooms – replacing tiles on walls, replacing tiles on floors, new bath, new shower screen, new vanity, new toilet (and waterproofing in accordance with clause 4.2.1.1);
- Kitchen – replacing tiles on walls, replacing tiles on floors, replacing cabinets/cupboards and benchtop;
- Replacing tiles in laundry (and waterproofing in accordance with clause 4.2.1.1);
- Foyer – replacing tiles on floor;
- Replacing carpet throughout the unit;
- Painting walls, ceiling and doors;
- Replacing wardrobes in bedrooms;

- Replacing blinds; and
- Replacing lights including any recessed lights.

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 The Owner may and is specifically authorised to conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

- 3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owner Corporation

- 3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that

Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days notice of the commencement of the Works;

4.1.1.2 if not already provided, obtain and provide to the Owners Corporation a copy of any certificates issued under the *Environmental Planning and Assessment Act 1979* which are required to permit the Works to commence, such as a construction certificate,

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.4 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and must satisfactorily waterproof all tiled and wet areas such as bathrooms and laundries,

4.2.1.2 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.3 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.4 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.5 Protection of Common Property

- i. Protect all areas of the Common Property which are affected by the Works from damage, the entry of water and from dirt, dust and debris relating to the Works and ensure that all Common Property is protected from damage throughout the course of the Works,
- ii. Keep all parts of the Common Property affected by the Works sound during the course of the Works.

4.2.1.6 Times for renovations

Ensure that the Works are only carried out between the hours of 7:30am – 4:30pm on Monday – Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

Make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9:00am – 3:00pm (with a 1-hour break between 1:00pm and 2:00pm) and are not used on weekends or public holidays,

4.2.1.8 Interruption to Services

Give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.9 Vehicles

Ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

4.2.1.10 Costs of Works

pay all costs associated with the Works,

4.2.1.11 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.12 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the Works and the occupation of the Lot (where required), for example, any necessary compliance certificate or occupation certificate,

4.3.1.3 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.4 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requested from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

2.22. WORKS AUTHORISATION (LOT 107)

1. Introduction

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.

1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

“Building” means the building to which the Works are attached.

“Common Property” means the common property for the Strata Scheme.

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

“Executive Committee” means the executive committee of the Owners Corporation.

“Lot” means lot 107 within the Strata Scheme.

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

“Owner” means the owner of the Lot for the time being and that owner’s successors in title.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Plan” means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applied.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means renovations to the Lot's kitchen, flooring, built-in cupboards, bathroom, cabinetry, plumbing and electricals, in accordance with the attached scope of works.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 The Owner may and is specifically authorised to conduct the Works, some of which will be on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation with the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the works the Owner must;

- 4.1.1.1 give the Owners Corporation at least 14 days notice of the commencement of the Works;
- 4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and
- 4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and must satisfactorily waterproof all tiled and wet areas such as bathrooms and laundries,

4.2.1.2 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.3 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.4 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common

4.2.1.5 Protection of Common Property

- i. protect all areas of the Common Property which are affected by the Works from damage, the entry of water and from dirt, dust and debris relating to the Works and ensure that all Common Property is protected from damage throughout the course of the Works,
- ii. keep all parts of the Common Property affected by the Works sound during the course of the Works.

4.2.1.6 Time for Renovations

ensure that the Works are only carried out between the hours of 7:30am – 4:30pm on Monday – Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9:00am – 3:00pm (with a 1-hour break between 1:00pm and 2:00pm) and are not used on weekends or public holidays,

4.2.1.8 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.9 Vehicles

ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

4.2.1.10 Costs of Works

pay all costs associated with the Works,

4.2.1.11 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.12 Right of Access

Give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

- 4.3.1.1 promptly notify the Owners Corporation that the Works are complete,
- 4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- 5.1.1 Rectify and such breach,
- 5.1.2 Enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 Recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on a indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Dear Judith and Kit

12/11/15

KITCHEN

Please find enclosed my quote for the cost for manufacturing and installing your kitchen.

The quote on the joinery being supplied as per your design including:

- 2 Pack Polyurethane doors in a flat panel profile in the kitchen with finger pull handle.
- Bench top to be in "Mid Range" Granite with a 40mm pencil edge detail.
- Splash back in starfire glass.
- Includes recessed brushed aluminium kicks.
- All cabinets built to Australian standards using high moisture resistant board, with solid 16mm backs.
- All leading edges of shelves are protected by plastic CAD edges to protect from lifting or chipping.
- All joinery is covered by our 10 year manufacturer's warranty.
- BLUMOTION White Antero soft close drawers and Blum soft close door hinges will be supplied with a lifetime warranty.
- Kitchen accessories include 1 x Blum s/s cutlery insert and bins. Other accessories are itemised below.
- Includes estimate for room preparation including removing the old kitchen render, any required trades to connect the appliances.
- Kitchen appliances sink tap and hood are not included, painting, ceiling lights and flooring are also not included.
- Doesn't include an upgrade to the electrical box.

Supply and install the kitchen joinery:

\$36,637

Optional extras:

- Under cabinet strip LED lights are an extra \$120 per light.
- Ceiling lights are an extra \$150 per LED light.
- Inner drawers are an extra \$195 per drawer.

ENSUITE

Includes strip out, redo floor.

All room preparation, new ceiling, cornice and waterproofing.

Lay floor tiles. 6 square meters

Lay wall tiles. 22 square meters

Supply and fit shower screen and mirror

Plumbing and electrical

Fitting vanity supplied by the client

Build out the wall in the shower to fit shower mixer

Doesn't include, basin, mixer, ceiling fan, shower fittings, vanity, mirror, toilet, toilet roll holder, towel rail.

Total of Ensuite with above features is:

\$16,368

POWDER ROOM

Includes strip out, redo floor including waterproof.

Lay floor tiles. 3.6 square meters

Lay wall tiles. 16 square meters

Supply and fit mirror

Plumbing and electrical

Fitting vanity supplied by the client

Doesn't include, basin, mixer, ceiling fan, vanity, mirror, toilet, toilet roll holder, towel rail.

Powder Room with above features is:

\$7,578

MAIN BATHROOM

Includes strip out, redo floor.

All room preparation, new ceiling, cornice and waterproofing.

Lay floor tiles. 8 square meters

Lay wall tiles. 29 square meters

Supply and fit shower screen and mirror

Plumbing and electrical

Fit freestanding bath

Fitting vanity supplied by the client

Build out the wall in the shower to fit shower mixer

Doesn't include, basin, mixer, ceiling fan, bath, bath and shower fittings, toilet, built in cistern, toilet roll holder and towel rail.

Total of Main Bathroom with above features is:

\$17,219

LAUNDRY

Includes strip out, redo floor including waterproof.

Lay floor tiles. 3 square meters

Supply and fit new sliding door

Plumbing and electrical to connect appliances

Fitting tub and cabinet supplied by the client

Doesn't include, tub and cabinet, mixer, ceiling fan, washer, dryer.

Laundry with above features is:

\$6,892

OTHER WORK

- Supply and fit 120 square metres of good quality engineered timber floor including acoustic underlay. \$21,560
- Supply and fit new timber floor in the covered section of the veranda and box in air-con hose is \$1,188.
- Fit only 20 square metres of tiles over existing floor on the veranda is \$1,980. (Subject to tilers inspection).
- Strip out of old flooring in bedrooms and living room and dispose \$2,500.
- Display/TV cabinet in the living room. Between \$5,000 - \$8,000 (subject to design)
- Supply and fit 7 x new internal doors is \$5,960.
- Supply and fit melamine walk in robe about \$4,500
- Supply and fit tall cabinet outside Ensuite \$850
- Supply and fit linen in powder room is \$850
- Supply and fit simple robes into bed 2 and bed 3 is \$4,250.

- Supply and fit new cabinet at the entrance of the apartment is \$1,870.
- Add a soft close drawer to any of the above joinery is \$195 per drawer.
- New power points are approximately \$70 each.
- New ceiling lights (supplied by client) are approximately \$90 each.
- New electrical circuit board is approximately \$690.
- Duct the ceiling fan from the ensuite through the master bedroom to outside. (Subject to strata approval). Then build new bulkhead in the main bedroom to cover ducting, fit cornice and set plaster. \$1,826.

Price doesn't include painting, moving air conditioning or intercom, touching the smoke detectors or sprinkler system. Also doesn't include bringing more external power cables to the circuit board from outside the unit.

TIMING

Once we have full access to the apartment:

Week One – Demo. Remove kitchen, bathrooms, flooring etc...Check Measure all joinery.

Week Two – Rough in all plumbing and electrical

Week Three – Bed and Waterproof bathrooms and laundry.

Week Four – Tile bathrooms and laundry.

Week Five – Fit off bathrooms, laundry, measure shower screens and mirrors, paint walls.

Week Six – Pre-fit kick boards for kitchens, fit timber flooring.

Week Seven – fit cabinetry and measure stone. Fit shower screens.

Week nine – fit stone and connect kitchen appliances. Measure glass splash, glass takes 7 to 10 days.

There may be a little touch up painting that will need to be done after the joinery is installed, otherwise you should be finished by the end of week 10.

Please note we are closed from the 18th of December until 11th of January.

All above prices include GST.

To place an order, receive drawings and book in a schedule we require a 10% deposit. A further 35% would be required when your project is ready to proceed to production.

Thank you for the opportunity to quote for this project. If you have any questions regarding the details, please don't hesitate to call.

Kind regards
Liam Murphy
0409 786 433



2.23. WORKS FOR LOT 109

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- a) Act means the Strata Schemes Management Act 1996.
- b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- c) Building means the building situated at 267-277 Castlereagh Street Sydney NSW 2000
- d) Insurance means
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the Home Building Act 1989 (if any); and
 - iii. workers' compensation insurance.
- e) Lot means lot 109 in strata plan 40414;
- f) Owner mean(s) the owner(s) of the Lot.
- g) Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
- h) Renovating the Lot in accordance with the following scope of works

Scope of Works Unit 109 – Renovation

- Supply/install floor protection to common areas

Kitchen

- Remove and dispose of existing kitchen
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate

works

- Supply/install new kitchen doors and panels
- Install new kitchen cupboards and drawers
- Install reconstituted stone bench top
- Install new sink and mixer
- Install new oven, induction cooktop range-hood and dishwasher
- Install new tiles to kitchen floor to match hallway and bathrooms.
- Install reconstituted stone kitchen splashback
- Supply/install lowered ceiling over the existing ceiling at a height just sufficient (estimate no lower than existing cornice) to accommodate 6 low energy compact LED downlights.

Bathroom

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Locate leaking pipe causing significant water damage, repair and replace as necessary
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of bath
- Remove and dispose of shower
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Relocate plumbing if required to suit new close coupled toilet
- Supply/Install new wall and floor tiles (floor tiles matching and continuous from hallway)
- Supply/Install new plaster cove cornice
- Patch repair plasterboard ceiling as required
- Supply/Install new ceiling inspection panel
- Supply/Install 4 x new LED downlights

- Install new vanity/basin
- Supply/install new basin and mixer
- Supply/Install new shower taps and spout
- Supply/Install new frameless fixed glass panel shower screen
- Install new close coupled toilet
- Supply/Install new bath
- Supply/Install new fixed mirror (to suit length of vanity)
- Install heated towel rail

Ensuite

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Supply/Install new waterproof membrane
- Supply/Install new wall and floor tiles
- Supply/Install new plaster cove cornice
- Patch repair plasterboard ceiling as required
- Supply/Install 3 x new LED downlights off existing switch location
- Supply/Install new vanity, taps and spout/or mixer
- Supply/Install new shower taps and spout
- Supply/Install new semi frameless shower screen
- Supply install new close coupled toilet
- Supply/Install new fixed mirror (to suit length of vanity)

Laundry

- Remove and Dispose of laundry tub
- Remove and Dispose of existing taps and fittings
- Remove and Dispose of existing floor and skirting tiles to Laundry
- Supply/Install new waterproof membrane if required
- Install new floor tiles (matching and continuous from kitchen) and skirting tiles
- Supply/Install new washing machine taps if required

Hallway

- Remove existing carpet and tiles
- Supply/Install new tiles matching bathroom and kitchen to full length of hallway
- Supply/Install lowered ceiling over the existing ceiling at a height just sufficient (estimate no lower than existing cornice) to accommodate 6 low energy compact LED downlights over section of hallway immediately outside kitchen

General

- Remove and dispose of carpet to unit
- Supply/Install acoustic tile adhesive as required
- Supply/Install new door handles to internal doors
- Remove and replace all GPOs and light switches to existing locations, repairing any faulty wiring as required to GPOs
- Replace existing light fittings with new to existing locations where new downlights are not required
- Remove and Dispose of existing built-in robe to Bed 1 and 2
- Supply/Install new built-in robe and shelving
- Supply/Install new bulkhead and cornice to new built in robes
- Prepare and paint all walls, ceilings, doors and frames
- Remove trade related rubbish and clean site
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the outline specification above and the provisions of this by-law.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- (g) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires 1 flanges, valves 1 ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a.) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b.) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- c.) effect and maintain Insurance and provide a copy to the owners corporation
- d.) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e.) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During Installation of the Works

During the process of the installation of the Works, the Owner must:

- a.) use duly licensed employees, contractors or agents to conduct the installation;
- b.) ensure the Works are conducted in proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c.) ensure the installation is carried out expeditiously and with a minimum of disruption;

- d.) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e.) carry out the installation between the hours of 7:00am and 7:00pm Monday Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- f.) perform the installation within a period of two (2) months from its commencement or such other period of time as may be approved by the owners corporation;
- g.) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h.) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i.) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j.) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k.) not vary the Works without first obtaining the consent in writing of the owners corporation.
- l.) have a condenser unit (external) that:
 - i. is mounted on vibration pads in a location so to minimise noise and vibration;
 - ii. is installed unobtrusively in a location as approved by the Owners Corporation;
 - iii. has an acceptable sound rating as specified by the Owners Corporation in writing;
 - iv. has an external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building.

3.3 After Installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a) notify the owners corporation that the installation of the Works has been completed;
- b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required

to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;

- e) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by law; and
- f) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations The Owner must:

- a.) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b.) properly maintain and upkeep the Works in a state of good and serviceable repair;
- c.) properly maintain and upkeep those parts of the common property in contact with the Work
- d.) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e.) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f.) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a.) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b.) recover the costs of such work from the Owner as a debt due; and
- c.) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

2.24. WORKS FOR LOT 114

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) Building means the building situated at 267-277 Castlereagh Street, Sydney NSW 2000.
- (d) Insurance means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the Home Building Act 1989 (if any); and
 - (iii) workers' compensation insurance.
- (e) Lot means lot 114 in strata plan 40414;
- (f) Owner mean(s) the owner(s) of the Lot.
- (g) Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of;
- (h) Renovating the Lot in accordance with the following scope of works

Scope of Works Unit 114 – Renovation

- Supply/install floor protection to common areas

Kitchen

- Remove and dispose of existing kitchen
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works

- Supply/Install new kitchen doors and panels (8.5 lineal metres of kitchen joinery up to 2250mm with a bulk head to ceiling and 5 x soft close drawers and all soft close doors)
- Caesar Stone bench top
- Supply/Install new sink and mixer
- Install new oven, cooktop range-hood and dishwasher
- Install new tiles to kitchen floor
- Install Caesar Stone to kitchen splash back

Bathroom

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of bath
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Relocate plumbing to suit new concealed cistern toilet
- Disconnect and terminate wall plumbing to bath
- Supply/Install new false wall to conceal toilet plumbing
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Patch repair 2 x sections of plasterboard ceiling
- Supply/Install 2 x new LED downlights
- Supply/Install new vanity
- Supply/Install new basin and mixer
- Supply/Install new shower taps and spout
- Supply/Install new frameless fixed glass panel shower screen

- Supply/Install new toilet
- Supply/Install new bath
- Supply/Install new fixed mirror (to suit length of vanity)

Ensuite

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Supply/Install new waterproof membrane
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Patch repair 2 x sections of plasterboard ceiling
- Supply/Install 2 x new LED downlights off existing switch location
- Supply/Install 1 x new GPO to vanity wall
- Supply/Install new vanity, taps and spout/or mixer
- Supply/Install new shower taps and spout
- Supply/Install new semi frameless shower screen
- Supply/Install new toilet from range provided
- Supply/Install new fixed mirror (to suit length of vanity)

Laundry

- Remove and Dispose of laundry tub
- Remove and Dispose of existing taps and fittings
- Remove and Dispose of existing floor and skirting tiles to Laundry

- Supply/Install new waterproof membrane
- Install new floor tiles and skirting tiles
- Supply/Install new laundry tub with taps and spout
- Supply/Install new washing machine taps

Balcony

- Remove existing balcony tiles
- Supply install new balcony tiles

General

- Remove and dispose of carpet to unit
- Supply/Install new laminate floating floor with scotia
- Supply/Install new 2mm quite step acoustic underlay to footprint of new floating floor
- Supply/Install new door handles to internal doors
- Remove and replace all GPOs and light switches to existing locations
- Replace existing light fittings with new to existing locations
- Remove and Dispose of existing built-in robe to Bed 2 and 3
- Supply/Install new built-in robe to conceal existing partition wall with timber hinged doors and melamine internal shelving and hanging space to footprint of removed to Bed 2 and 3
- Supply/Install new bulkhead and cornice to new built in robes
- Prepare and paint balcony hob
- Prepare and paint all walls, ceilings, doors and frames (3 x coats, windows and external doors excluded)
- Remove trade related rubbish and clean site
- Installing split-system air-conditioning equipment, including the external condenser unit exclusively servicing the Lot to be installed on the balcony of the Lot; and
- Installing fly-screens;
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the specification above and the provisions of this by-law.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- (g) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires 1 flanges, valves 1 ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applied to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a.) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b.) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- c.) effect and maintain insurance and provide a copy to the owners corporation;
- d.) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e.) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a.) use duly licensed employees, contractors or agents to conduct the installation;
- b.) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;

- c.) ensure the installation is carried out expeditiously and with a minimum of disruption;
- d.) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e.) carry out the installation between the hours of 7:00am and 7:00pm Monday – Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- f.) perform the installation within a period of two (2) months from its commencement or such other period of time as may be approved by the owners corporation;
- g.) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h.) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i.) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j.) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k.) not vary the Works without first obtaining the consent in writing of the owners corporation.
- l.) have a new condenser unit (external) that:
 - i. is mounted on vibration pads in a location so to minimise noise and vibration;
 - ii. is installed unobtrusively in a location as approved by the Owners Corporation;
 - iii. has an acceptable sound rating as specified by the Owners Corporation in writing;
 - iv. has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;

- d. provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- e. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law; and
- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations The Owner must:

- a.) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b.) properly maintain and upkeep the Works in a state of good and serviceable repair;
- c.) properly maintain and upkeep those parts of the common property in contact with the Work
- d.) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e.) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f.) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- a.) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b.) recover the costs of such work from the Owner as a debt due; and
- c.) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

2.25. BUILDING WORKS (LOT 115)

On the conditions set out in this by-law, the owner for the time being of Lot 115 (the Owner) shall have special privilege in respect of the Common Property to undertake and maintain the following:

- i) to construct a bulk-head, attached to the ceiling, over the sink, in the kitchen
- ii) install downlights in the sprinkler system bulk-heads in the living room
- iii) divert pipes in the en-suite
- iv) inspect and test the sprinkler system in the main bedroom to check water damage ("the works").

Conditions

1. The Works – before commencing the works, the owner must:
 - i) effect all such insurances as may be required for the insurance for a sum of not less than \$10,000,000.00. Such insurances will be maintained for the duration of the carrying out of the works. When requested by the Owners Corporation, the owner shall provide the Owners Corporation with a Certificate of Currency of the insurances effected under this by-law.
2. In undertaking the works, the owner must by himself, his agents, his servants and contractors:
 - i) Use high standard quality and appropriate materials, in a proper and skilful manner;
 - ii) Comply with Building Code of Australia and all relevant Australian Standards;
 - iii) Comply with all reasonable requirements of the Owners Corporation concerning the means of entering and leaving the building, the tradespeople, building materials, tools and debris;
 - iv) Comply with any requirement of the Owners Corporation concerning storage of materials and debris;
 - v) Carry out the works between 7am and 5am Monday to Saturday (inclusive), excluding Public Holidays; and
 - vi) Use reasonable endeavours to complete the works within three (3) months of commencement.
3. After the Works
 - i) After completion of the works, the owner must notify the Owners Corporation.
4. Damage

The owner must repair promptly any damage caused or contributed to by:

 - i) the works
 - ii) the use, maintenance, repair and replacement or removal of the improvements installed

in the course of the works,

including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the Strata Scheme, but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

5. Indemnity

The owner must indemnify the Owners Corporation against any liability or expense arising out of:

- i) the works, or
- ii) the use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

6. Notices

The owner, at his expense, must comply with any notice or requirement relating to the work for improvements installed in the course of the works or of the local Council or other statutory authority, Tribunal, or Court.

7. Costs

The owner must meet all reasonable expenses of the Owners Corporation in the preparation, making, registration and enforcement of this by-law including (without limitation) consultants fees.

2.26. WORKS BY LAW (LOT 127)

On the conditions set out in this by-law, the owner for the time being of Lot 127 shall have a special privilege in respect of the common property to undertake and to maintain the following alterations and additions:

- i. Demolish the air conditioning ducts suspended above the ceiling of the premises.
- ii. Install a partitioning wall to fill in the hole created by the removal of the air conditioning outlet duct.
- iii. Alteration of the water proofing membrane presently in place and to install new floor tiles over the existing void where the toilet was, defit the toilet.
- iv. Install a split system air conditioning system to the premises with condenser to be installed at the balcony.

Definitions

"Plans and Specifications" means the plans and specifications approved by the Owners Corporation.

"Works" means the undertaking of the alterations and additions referred to in this by-law.

Conditions

Before the Works

1. Before starting the Works, the owner must give the Owners Corporation:
 - i) a copy of the certificate of insurance relating to the Works, if required under section 92 of the Home Building Act 1989;
 - ii) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10 million), to which the owner is a named party; and
 - iii) a bond of \$2,000 (if requested by the Owners Corporation) which may be used by the Owners Corporation according to condition 12.

The Works

2. In undertaking the Works, the owner must by himself, his agents, servants and contractors;
 - i) use the materials specified in the Plans and Specifications in a proper and skilful manner;
 - ii) comply with the Plans and Specifications;
 - iii) comply with all conditions and requirements of the Owners Corporation;
 - iv) comply with the Building Code of Australia and all pertinent Australian Standards;
 - v) not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the Works, by building materials, tools, machines, debris;

- vi) ensure that any Works involving the use of jack hammers, masonry drills or other noisy work is undertaken between the hours of 8am and 4pm on weekdays (other than public holidays);
 - vii) give to the residents of the other lots in the building not less than 24 hours notice of any demolition work or work involving the use of percussion tools;
 - viii) comply with any reasonable requirements of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
 - ix) comply with any reasonable requirement of the Owners Corporation concerning the storage of materials and debris;
 - x) carry out the Works between 7:30am and 5pm on Monday to Friday (inclusive), excluding public holidays or such longer hours as may be approved by the local council; and
 - xi) subject to any extension necessitated by reasons beyond his control ensure the Works are completed within 1 week of their commencement.
3. The owner may not make any changes to the Plans and Specifications for the Works as approved in this by-law without the prior written consent of the Owners Corporation.

After the Works

4. Within one month after completion of the Works, the owner must (if required) give the Owners Corporation, if appropriate, a copy of a compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979.

Damage

5. The owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Indemnity

6. The owner must indemnify the Owners Corporation against:
- i) All costs of reviewing or supervising the Works (including the costs of any consultants retained by the Owners Corporation for this purpose);
 - ii) Any liability or expense arising out of the Works including any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the Works.

For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the face and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the Works.

Insurance

7. The owner must apply the proceed of a claim in respect of insurance referred to in condition 1

i) to the repair or completion of the Works, or to reimbursement for their prior repair or completion.

8. The Owners Corporation at its option may make and conduct any claim against the insurer in respect of insurance referred to in condition 1 i) and ii).
9. The owner appoints the Owners Corporation its attorney for the purposes of conditions 9 and 10 and at the request of the Owners Corporation will do any act required to give effect to this authority.

Bond

10. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or for the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the owner of an obligation under this by-law. It may do so without the prejudice to any other right that may arise by reason of the breach.
11. Should the Owners Corporation use all or any part of the bond, the owner on request by the Owners Corporation must pay the Owners Corporation a further bond, equal to the amount of the bond used by the Owners Corporation. The further bond may be used by the Owners Corporation as though it formed part of the original bond.
12. The Owners Corporation must pay any residue of the bond to the owner within 7 days of receipt from the owner of the compliance certificate, or if Council Approval was not required for the Works then within 7 days of completion of the Works.
13. The Owners Corporation may release all or any part of the bond to the owner before receipt of the compliance certificate.
14. Excess insurance

The owner of Lot 127 shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property arising from the Works.

In the event an insurance claim affects both lot and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess.

In the event an insurance claim affects the common property, the Owners Corporation shall be responsible to pay the excess.

15. Maintenance and Repair

The owner of lot 127 must maintain and pay for the air conditioning system which exclusively services the premises

2.27. EXCLUSIVE USE (LOT 127)

The owner of lot 127 shall be granted the exclusive use of the airspace created by the removal of the ceiling and the air conditioning ducts of the premises.

The owner of lot 127 shall be responsible for the proper maintenance keeping in a state of good and serviceable repair of the exclusive use airspace.

The owner of lot 127 must indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.28. ERECTION OF WALL – LOT 132

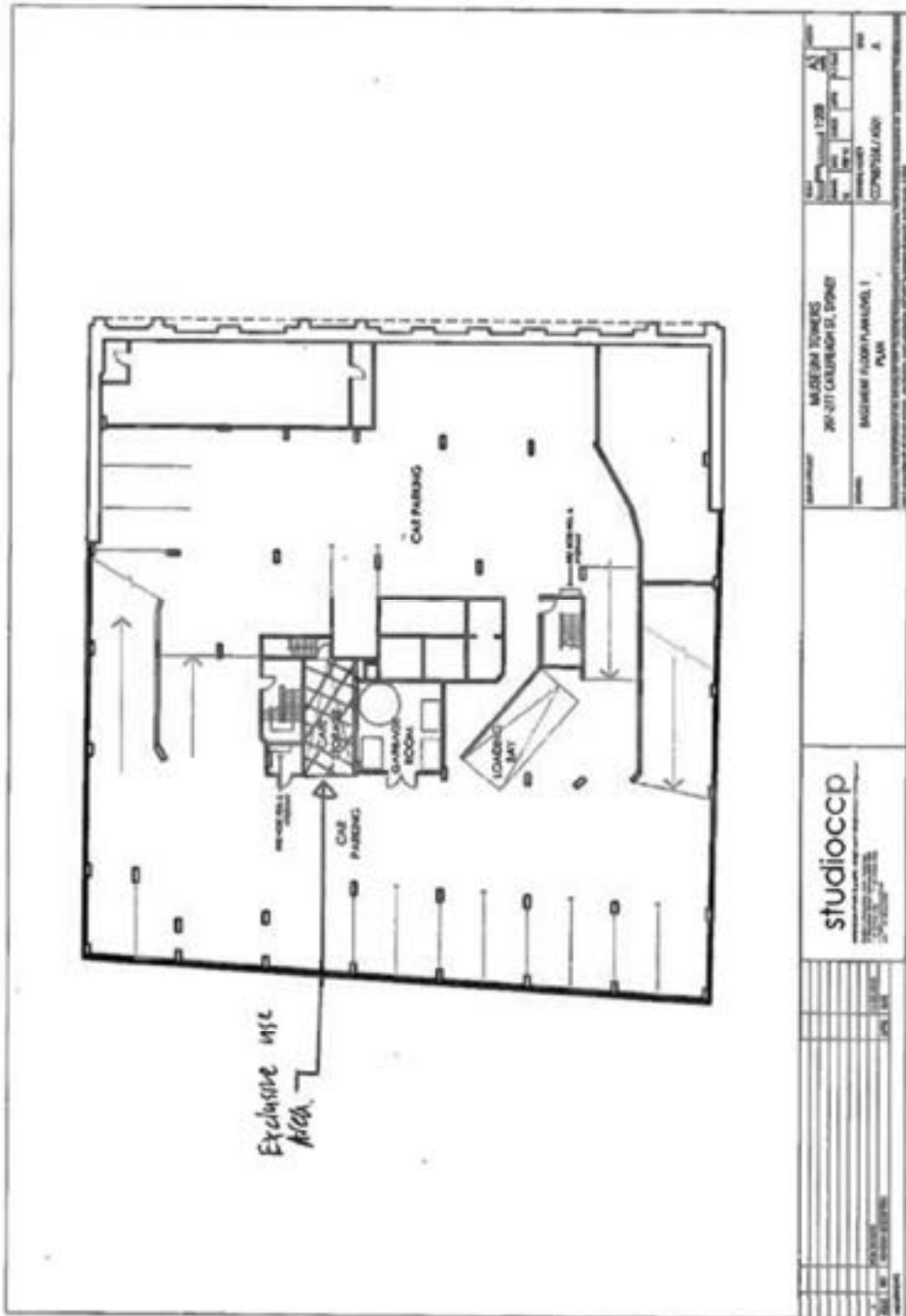
In additions to the powers and duties conferred by the Strata Titles Act 1973 and the By-Laws, the owners corporation shall have the power to build a wall on or near the Southern boundary and a small section of the Western boundary of Lot 132 and a duty to maintain the wall.

2.29. EXCLUSIVE USE (LOT 132)

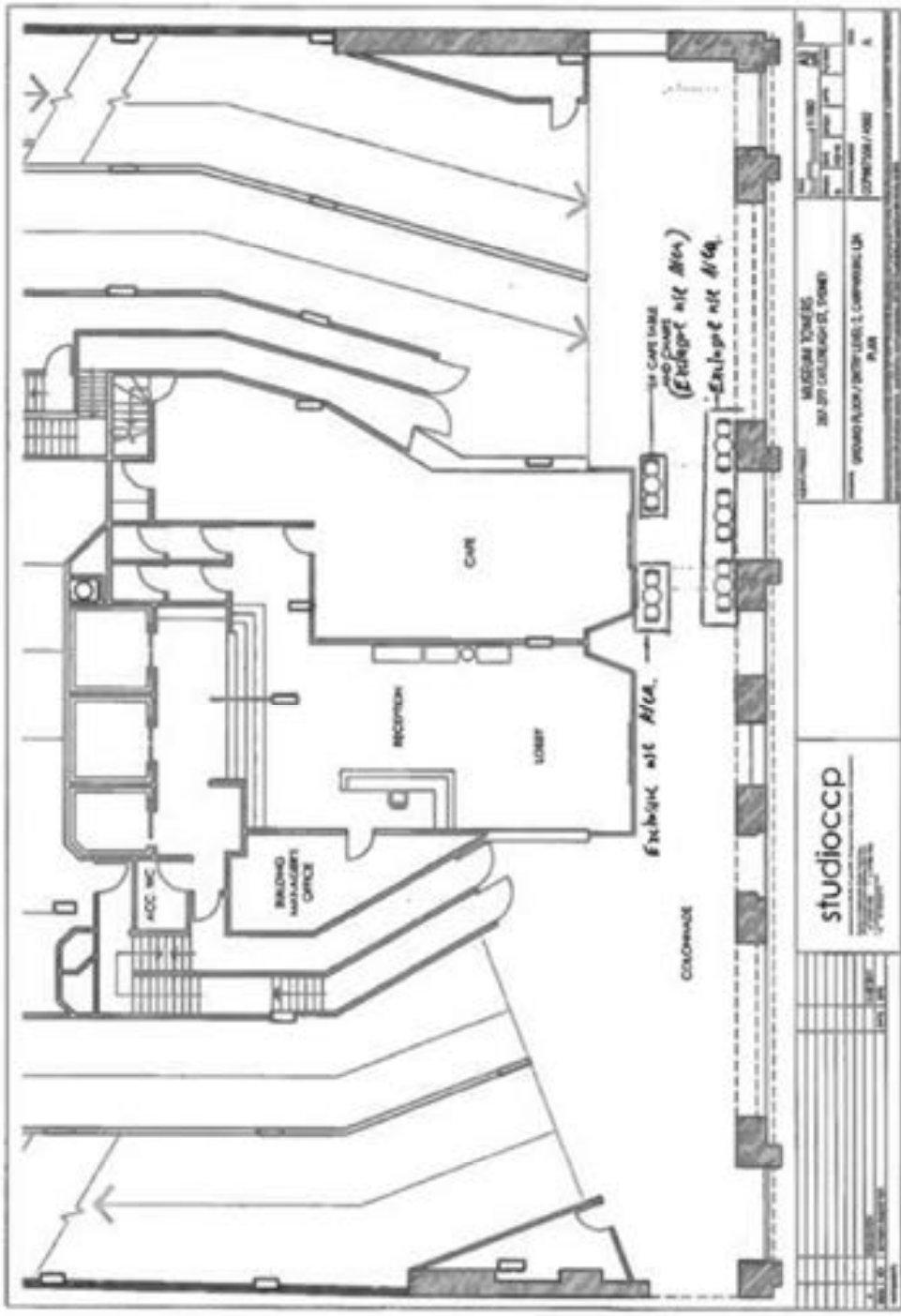
On the following conditions, the owner for the time being of lot 132 ("the lot 132 owner") shall have a right of exclusive use and enjoyment of the common property area adjacent to the lot and identified in the plan set out in Annexure "A" attached to this by-law ("the area").

- (i) Subject to condition (ii) and any amendment of the by-laws from time to time, the owners corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the area.
- (ii) The lot 132 owner shall keep the area in a clean and tidy condition.
- (iii) Should Bill Capitanellis cease to be the lot 132 owner, then the right of exclusive use and enjoyment granted pursuant to this by-law shall terminate.
- (iv) The lot 132 owner shall pay all costs, including legal costs, incurred in or about the making and registration of this by-law.

ANNEXURE "A" 132/SP40414



<p>PROJECT NAME: MUSEUM TOWERS 20-21T CALCUTTA ROAD, SPINE</p>		<p>DATE: 12/08</p> <p>SCALE: 1:100</p> <p>NO: A</p>
<p>CLIENT: MUSEUM TOWERS</p> <p>DESIGNER: ARCHITECTS</p>		<p>PROJECT NO: 132/SP40414</p> <p>FLOOR PLAN</p>
<p>STUDIOCCP</p> <p>ARCHITECTS</p> <p>132/SP40414</p>		
<p>DATE: 12/08</p> <p>SCALE: 1:100</p> <p>NO: A</p>		



studioccp <small>STUDIO COMMERCIAL DESIGN</small> <small>100 WEST 42ND STREET, 10TH FLOOR, NEW YORK, NY 10018</small> <small>TEL: 212 695 9999</small>		PROJECT: MUSEUM TOWERS 350 2ND AVENUE, 3RD FLOOR DRAWING: 350 2ND AVENUE, 3RD FLOOR, LIAISON PLAN DATE: 11/11/11 SCALE: 1/8" = 1'-0"
NO. 1 11/11/11	11/11/11	11/11/11

2.30. WORKS BY LOT 132

Rights

1. The Owner under this by-law is the owner or owners of lot 132.
2. The Owner has the Special Privileges, subject to the following conditions and owners corporation's rights.
3. Special Privileges are the following rights –
 - a. the right to carry out the works (which include alterations and additions) on the common property described in the following
 - i. installing of a gasline from lot 132 to the common property connection point in the basement pump room and connection to that gasline according to the letter of Partridge Partners dated 19 September 2007 which is attached to the minutes of the meeting at which this by-law was made;
 - ii. installing on the common property mechanical ventilation ducts and equipment as depicted and described in the plan and drawings of A Class Ventilation numbered RH1001 and dated 1 June 2007 and the letter of A Class Ventilation dated 4 June 2007 which are attached (as Annexures A and B) to the minutes of the meeting at which this by-law was made; and
 - iii. installing an illuminated sign to the common property wall and ailing on the Castlereagh Street frontage outside lot 132 as depicted on the drawing which is attached (as Annexure C) to the minutes of the meeting at which this by-law was made.
 - b. the right to keep the works on the common property.
4. Before commencing the works under this by-law, the Owner must provide the Required Documents, obtain Approval and Insure.
5. The Required Documents means any plans, drawings, diagrams, approvals and other documents reasonably required by the owners corporation and relevant to the works which the owners corporation may require the Owner to submit to the owners corporation.
6. Approval means the approvals the Owner must obtain for the Works, from all relevant statutory authorities and from an engineer nominated by the owners corporation (if considered necessary by the owners corporation).
7. To insure means the Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation covering the works.
8. The Owner must do the following things (and ensure others also do the following) when performing the works –

- a. perform the works in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation,
 - b. perform the works in a proper and workmanlike manner,
 - c. use duly licensed contractors,
 - d. only perform the works at the times approved by the owners corporation,
 - e. protect all affected areas of the building outside their lot from damage by the Works or the transportation of construction materials, equipment, debris,
 - f. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
 - g. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the works,
 - h. remove all debris resulting from the works immediately from the building,
 - i. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building, and
 - j. comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the works.
9. After completing the works, the Owner must obtain certification for the Works from an engineer (if considered necessary by the owners corporation).
 10. The Owner must properly maintain and keep the Works and common property to which the Works are erected or attached in a state of good and serviceable repair and/or replace the Works if considered necessary by the owners corporation
 11. At all times, the owners must indemnify the owners corporation and accepts Liability.
 12. Indemnify means the Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.
 13. Accepting Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Owners corporation's rights

14. Owners acknowledges that if the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:

- a. carry out all work necessary to perform that obligation,
- b. enter upon any part of the parcel to carry out that work, and
- c. recover the costs of carrying out that work from the Owner as a debt (and include – reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

** See explanatory notes*

*** Explanatory Notes**

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act.

In this by-law, except when the context otherwise requires:

- o the singular includes the plural and vice versa,
- o words implying any gender encompass all genders, and
- o references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation

2.31. NEW CAFÉ FIT OUT (LOT 132)

1. Introduction

This by-law gives the owner of lot 132 special privileges to carry out and retain works on the lot and adjacent common property as part of the fit-out of a new café to operate from the lot on certain conditions.

2. Definitions

In this by-law:

“lot” means lot 132 in Strata Plan No. 40414.

“owner” means the owner for the time being of the lot (being the current owner and all successors),

“plans” means the plans of Sarah Blacker Architect attached to this by-law, and

“works” means the alterations and additions to the lot and the adjacent common property described and shown in the plans generally being the:

- relaying existing paving and creating a ramp adjacent to the northern boundary of the lot to allow level entry into the lot,
- replacing the existing shopfront of the lot with a more solid shopfront,
- relocating the main entry/exit point into the lot to the northern boundary of the lot,
- closing off of the existing internal door from the lobby of the building into the lot on the southern boundary of the lot located at the rear of the lot,
- installation of a removable and foldable bench or tabletop attached to an external column of the building adjacent to the northern boundary of the lot,
- new interior fit-out of the lot including a new commercial kitchen and new dining area and service area, to replace the existing commercial kitchen, dining room and service area.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- a. authorises the works, and
- b. confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- c. grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1 Before the Works

a) Planning Approvals

Before commencing the works, the owner must:

- i. obtain development consent for the works from the Local Council under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the development consent including all conditions of consent, and
- ii. if required by law obtain a construction certificate for the works under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the works to commence and give the owners corporation a complete copy of any such documents or certificates.

The owners corporation must consent to and sign any documents reasonably requested by the owner (such as a development application for the works) to enable the owner to comply with this clause.

b) Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

c) Costs of this By-Law

Before commencing the works, the owner must pay all of the costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2 During the Works

a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

b) Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

c) Specifications for the Works

The Owner must ensure that the works are carried out and completed in accordance with the plans and specifications for them. In all other respects but subject to any statutes, by-

laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council.

f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

g) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

h) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

i) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

j) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

k) Storage of Building Materials on Common Areas

The owner must make sure that no building materials are stored on the common property.

l) Times for Operation of Noisy Equipment

The owner must make sure that 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile

cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

m) Cost of the works

The owner must pay all costs associated with the works.

4.3 After the Works

a) Completion Notice

Immediately upon completion of the works the owner must notify the owners corporation in writing that the works have been completed.

b) Restoration of Common Property

Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

c) Planning Certificates

As soon as practicable after completion of the works, the owner must, at the owner's own cost, give the owners corporation any certificate or other document that must be issued upon or after completion of the works under Part 4A of the *Environmental Planning and Assessment Act 1979* including any necessary occupation certificate.

4.4 Enduring Obligations

a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

e) Insurance

The owner must take out insurance in respect of damage to property, death or bodily injury for which the owner could become liable in damages as a result of the works for a cover of not less than \$10,000,000 for each event in respect of which any claim or claims may be made.

f) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

g) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works (for example, the conditions of Local Council's development consent to the works).

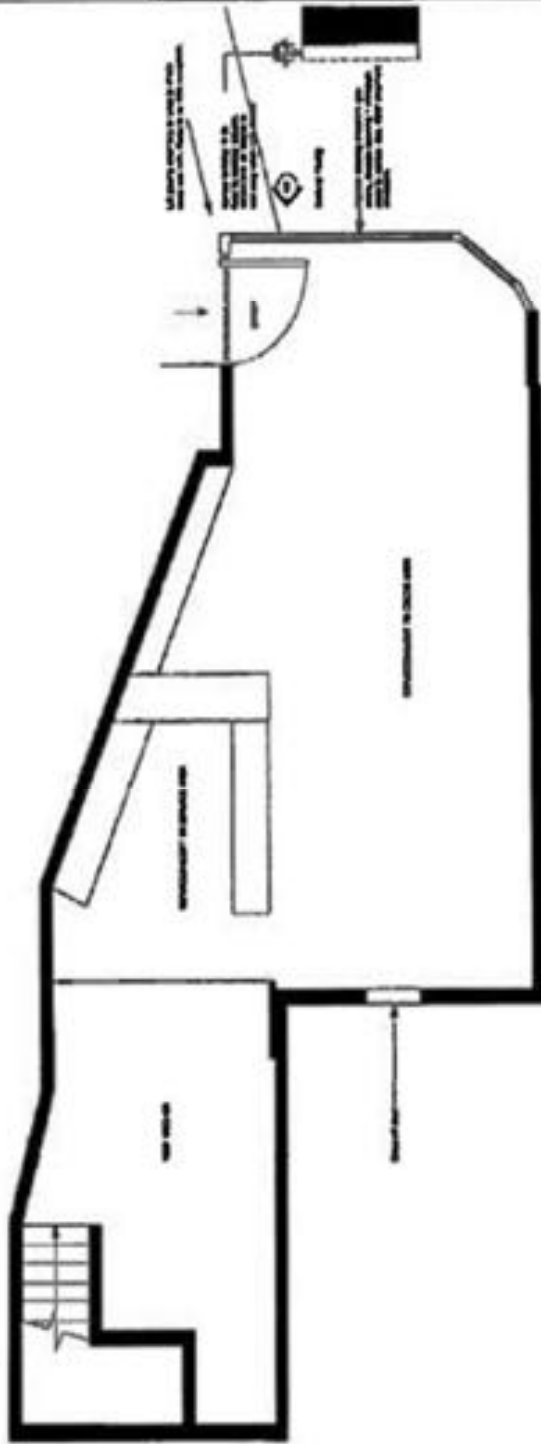
5. Breach of this By-Law

a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- i.** rectify that breach,
- ii.** enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying that breach, and
- iii.** recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

PLANS



1 PROPOSED PLAN - OPTION A

SARAH BLACKER
 ARCHITECT • INTERIOR DESIGNER
 ARCHITECTS REG. NO. 8403
 PO Box 12113, Prince Rupert BC V8J 3Z0
 250-873-7104 & 250-873-7105

ALTA
 C
 1/30/2018

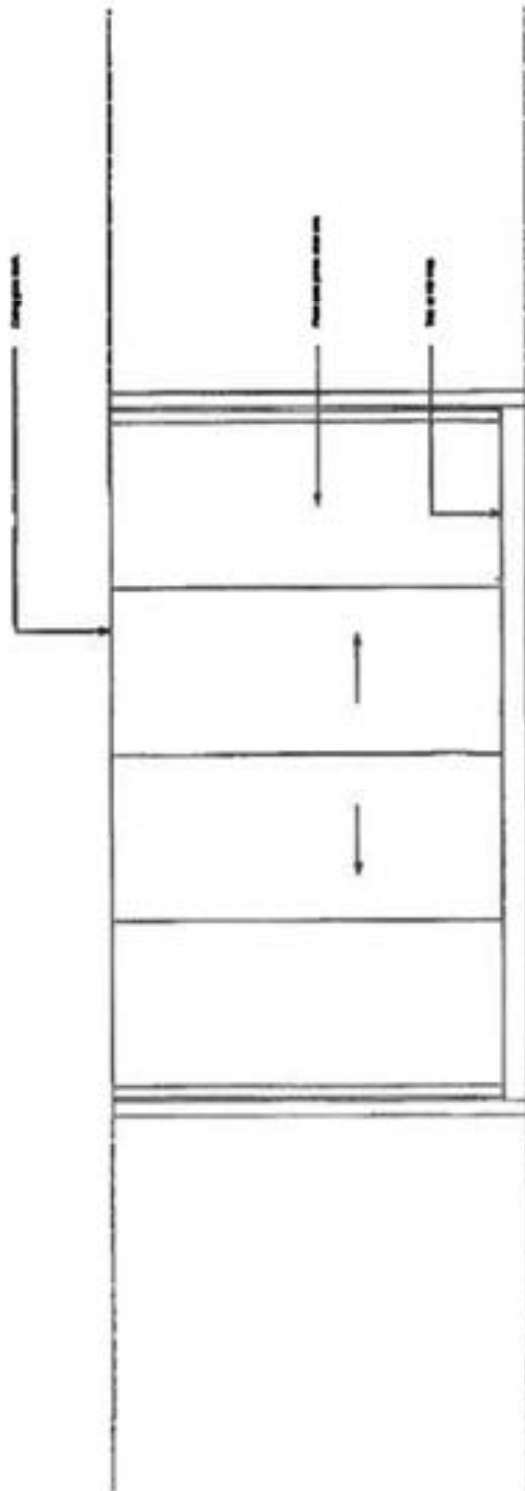
REVISION
 SCALE
 DATE

1300E-277 GASTRO ESSENCE ST., 819
 BEYOND DEVELOPMENT
 PREPARED PLAN

MRS. GASTRO CAFE
 1300E-277 GASTRO ESSENCE ST., 819
 BEYOND DEVELOPMENT
 PREPARED PLAN

PROJECT
 ADDRESS
 LOCATION
 DRAWING

DISCLAIMER
 ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF SARAH BLACKER ARCHITECTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED USE OF THIS DRAWING IS STRICTLY PROHIBITED. THE CLIENT AGREES TO HOLD SARAH BLACKER ARCHITECTS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DRAWING.



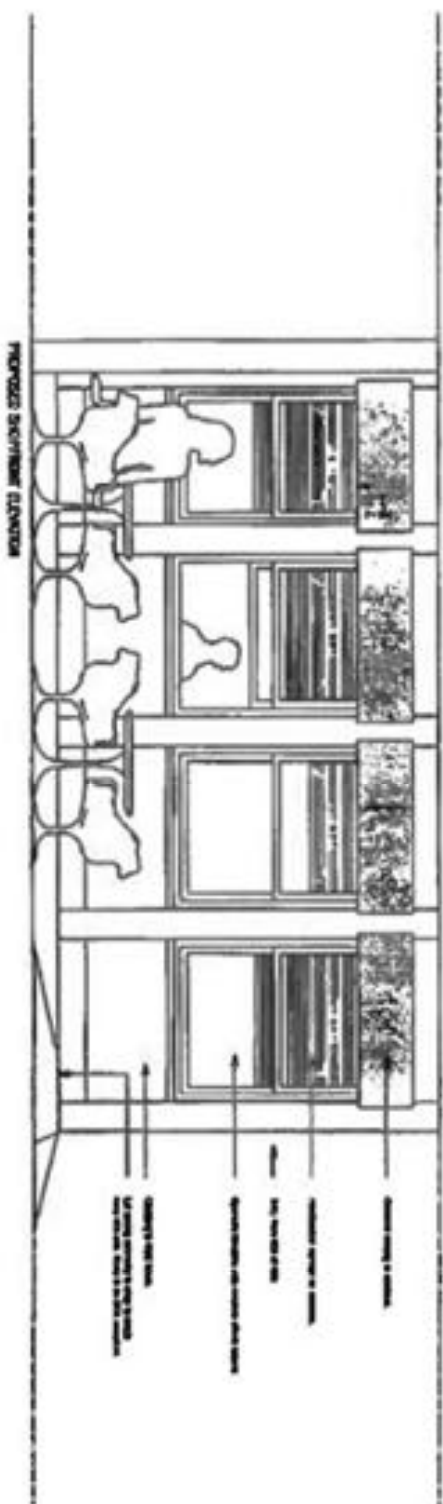
EXISTING SHOWFRONT ELEVATION

SARAH BLACKER
 ARCHITECT • INTERIOR DESIGNER
 ARCHITECTS REG NO. 8403
 PO Box 1313, Palm Point NSW 1320
 2 949 969776 • sarah@blacker.com.au

PROJECT: MISS CARTER CAFE
 ADDRESS: 152/15-277 DARRLEIGH ST, STYD
 DISTRICT: GEORGE BOWEN/BBE
 BUILDING: EXISTING SHOWFRONT

ISSUING NO.: A182 (N)
 REVISION: A
 SCALE: 1:50 @ A3
 DATE: 27.06.14

DISCLAIMER
 ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE BUILDING ACT 1993 AND THE BUILDING REGULATIONS 2006. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE ARCHITECT IS NOT RESPONSIBLE FOR THE STRUCTURAL DESIGN OF THE BUILDING OR FOR THE PERFORMANCE OF THE BUILDING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING.



0001-4448
 THE BOSTON PUBLIC MARKET
 100 NORTH ST. BOSTON, MA 02111
 ARCHITECTS: SARAH BLACKER ARCHITECTS INC. NO. 4403
 PROJECT NO. 1308-13

PROJECT: WEST CARRIA COURT
 ADDRESS: 100 NORTH ST. BOSTON, MA 02111
 SCHEMATIC DEVELOPMENT
 SHEET NO. 1308-13

DRAWING NO.: A-B
 SCALE: 1/8" = 1'-0"
 DATE: 10/20/13

SARAH BLACKER
 ARCHITECT - INTERIOR SIGNAGE
 ARCHITECTS INC. NO. 4403
 PO Box 1313, South Plainfield, NJ 07080
 TEL: 908.765.1313 FAX: 908.765.1314

2.32. EXCLUSIVE USE BY LAW – LOT 132

PART 1 – DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) **Lot** means lot 132 in strata scheme 40414.
- c) **Owner** means the owner of the Lot from time to time.
- d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 40414.
- e) **Exclusive Use Area** means the common property grease trap area located next to the eastern wall of the main switch room on lower ground level 1 of the building, including all associated plumbing and electrical connections, as shown in the plan attached to this by-law at Annexure "A".

1.2 In this by-law a word which denotes:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders;
- c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d) references to legislation includes references to amending and replacing legislation

PART 2 – GRANT OF RIGHT

- 2.1 The Owner has the exclusive use of the Exclusive Use Area, subject to the due observance and performance by the Owner of the following conditions and obligations.

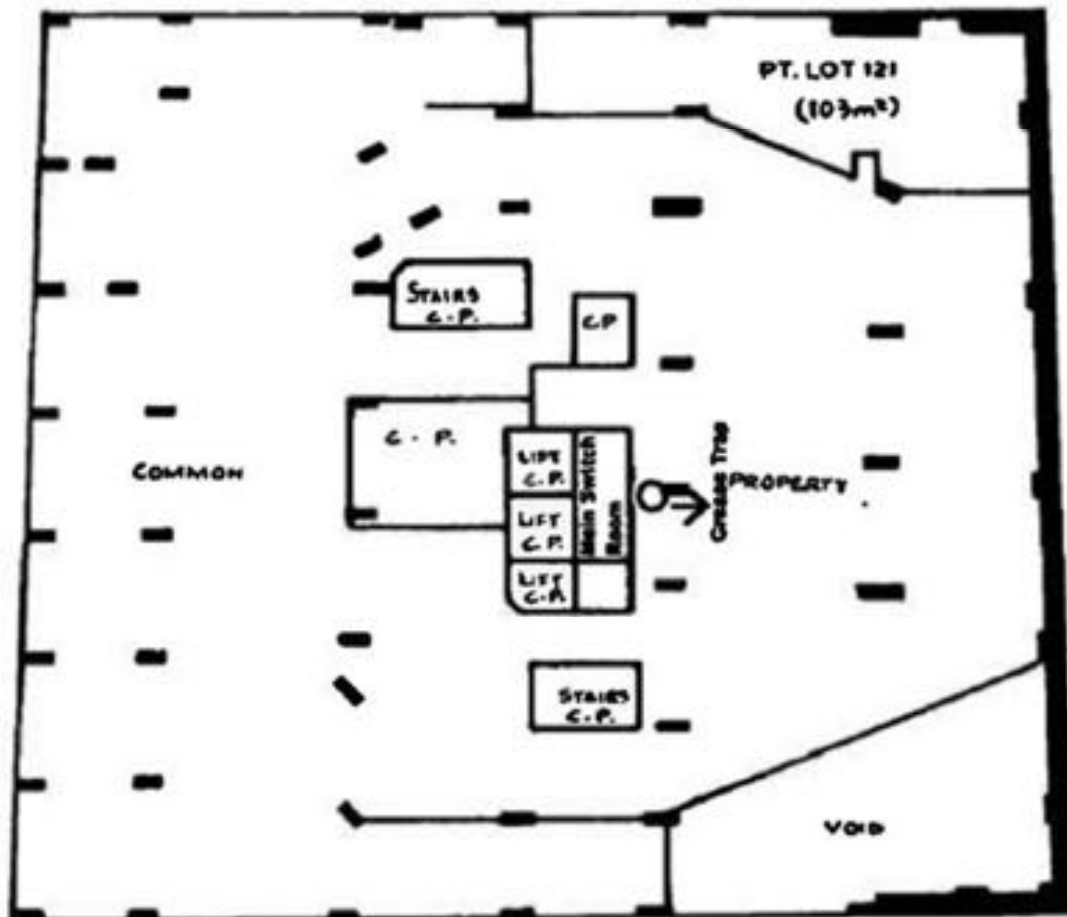
PART 3 – CONDITIONS

3.1 The Owner:

- a.) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, including any maintenance requirements imposed by any relevant Authority;
- b.) must keep the Exclusive Use Area clean and tidy;
- c.) is liable for any damage to the Exclusive Use Area or common property arising out of the use of the Exclusive Use Area;
- d.) must indemnify the Owners Corporation against any costs or losses arising out of the use of the Exclusive Use Area; and

- e.) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

Annexure "A"



2.33. BUILDING WORKS (LOT 133)

- i. The provision of Special Condition 36 shall not merge on completion.
- ii. Within six months of receipt of Building Approval from Sydney City Council (for which the purchaser must apply within once month of completion), the purchaser must complete construction with Lot 133 of the building in accordance with drawings presented to the Executive Committee of vendor by the purchaser must apply within once month of completion), the purchaser must complete construction with Lot 133 of the building in accordance with drawings presented to the Executive Committee of vendor by the purchase at a meeting on 10 August 1997, except that: -
 - a. The building must have a concrete roof;

- b. The roof must be covered with Astroturf or other substance or material that may reasonably be required by the vendor.
- iii. the purchase consents (for the purposes of Section 52 of the Strata Schemes Management Act 1996) and will vote at any general meeting of the vendor in favour of the making of a by-law in or substantially in the following terms: -

On the following conditions, the owner for the time being of Lot 133 ("the owner") shall have a special privilege in respect of the common property to construct within Lot 133 at the rear of Level 5 of the building (and for this purpose to affix to the common property floor to Lot 133) a building as described in Special Condition 36. ii. of the Contract of Sale of the Owners Corporation's interest in Lot 133 to the owner (or other description to be agreed).

Conditions: -

1. Before commencing the construction, the owner must furnish the Owners Corporation with copies of all requisite consents and approvals by Sydney City Council of the construction, including all conditions of consent, drawings, specifications and notes.
2. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 63(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
3. The owner must maintain the structure and the roof covering in a state of good and serviceable repair, and must renew or replace them whenever necessary.
4. The owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the construction had not been undertaken, including any increase in the insurance premium or excess payable by the Owners Corporation and attributable to the construction or use of the building.
5. The owner must pay any costs incurred by the Owners Corporation in or about the making and registration of this by-law.

2.34. BUILDING WORKS (LOTS 133,134,135)

On the conditions set out in this by-law, the owner for the time being of Lot 133, 134 and 135 ("the owner") shall have a special privilege in respect of the common property to undertake and to maintain the following alterations and additions:

Installation of new office dividing walls and doors, adjustment of existing mechanical ventilation ducts and electrical fittings, installation of new fixtures and fittings, wall and floor finishes, removal of all redundant fittings and fixtures and removal of some existing partition walls so as to modify the existing commercial office space and the common property located on levels 5 and 6 into 15 strata office suites as shown in the drawings attached to this by-law at Annexure "A".

The undertaking of these alterations and additions is referred to in this by-law as "the works".

Conditions

1. The Works

- (a) provide the owners corporation with a copy of any requisite approval of the local council, including all drawings, specifications, conditions and notes;
- (b) provide the owners corporation with a copy of any requisite construction certificate for the works, under Part 6 of the *Environmental Planning & Assessment Act 1979* (as amended or replaced from time to time);
- (c) effect all such insurances as may be required by law including public liability insurance for a sum not less than \$10 million. Such insurances will be maintained for the duration of the carrying out of the works. When requested by the owners corporation, the owner shall provide the owners corporation with a certificate of currency of the insurances effected under this by-law;
- (d) a certification by a structural engineer in favour of the owners corporation that the works will not affect the structural integrity of the building or any part of it and that the existing concrete floor and walls are adequate to support the proposed works; and
- (e) together with the building management and strata committee agree a protocol under which the works are to be undertaken.

2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-

- (a) use high standard quality and appropriate materials, in a proper and skilful manner;
- (b) comply with all conditions and requirements of the local council;
- (c) comply with the Building Code of Australia and all pertinent Australian Standards;
- (d) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
- (e) must have access over the common property barbeque area located on level 6 to enable access to a proposed man/material hoist;
- (f) comply with any reasonable requirement of the owners corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris;
- (g) comply with any reasonable requirement of the owners corporation concerning storage of materials and debris;
- (h) carry out the works between 7am and 5pm on Monday to Saturday (inclusive), excluding public holidays; and
- (i) use reasonable endeavours to complete within 6 months of commencement of the works.

3. The owner may make any changes to the plans and specifications for the works as approved in this by-law including changing the number of proposed strata office suites (lots) to a maximum of 15 without the prior written consent of the owners corporation provided always that the

owners corporation's prior written consent must be obtained if the changes are to alter the common property or of a structural nature.

After the Works

4. After completion of the works, the owner must give the owners corporation a copy of any requisite occupation certificate for the works.

Damage

5. The owner must repair promptly any damage caused or contributed to by:
 - (a) the works; or
 - (b) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including damage to the property of the owners corporation and the property of the owner or occupier of another lot in the strata scheme but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

Indemnity

6. The owner must indemnify the owners corporation against any liability or expense arising out of:
 - (a) the works; or
 - (b) use, maintenance, repair, renewal; replacement or removal of the improvements installed in the course of the works,

but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

Insurance

7. The owner must apply the proceeds of a claim in respect of insurance referred to in condition (1)(c) to the repair or completion of the works, or to reimbursement for their prior repair or completion.

Notices

8. The owner at his own expense must comply with any notice or requirement, relating to the works or improvements installed in the course of the works, of the local council or other statutory authority, Tribunal or Court.

Costs

9. The owner must meet all reasonable expenses of the owners corporation incurred in the preparation, making, registration and enforcement of this by-law, including (without limitation) consultant's fees.
10. The owner will undertake to upgrade any infrastructure to essential services including air-conditioning, fire protection, power, communications, intercoms and letterboxes and such

upgrades will be certified by an independent certifier appointed by the owner of lots 133, 134 after consultation with the owners corporation.

ANNEXURE "A"

133, 134 AND 135/SP40414

[TO BE INSERTED]

[Note: The consent of the Owner of Lots 133, 134 and 135 in the strata scheme is required to amend this by-law under section 143(1) of the Act].

Annexure A Drawings

ADDENDUM "A"

SPECIAL
BY LAW
7

36. i. The provisions of Special Condition 36 shall not merge on completion.
- ii. Within six months of receipt of Building Approval from Sydney City Council (for which the purchaser must apply within one month of completion), the purchaser must complete construction within Lot 133 of the building in accordance with drawings presented to the Executive Committee of vendor by the purchaser at a meeting on 10 August 1997, except that:-
- a) The building must have a concrete roof;
 - b) The roof must be covered with Asbesturf or other substance or material that may reasonably be required by the vendor.

5

- iii. The purchaser consents (for the purposes of Section 52 of the Strata Schemes Management Act 1996) and will vote at any general meeting of the vendor in favour of the making of a by-law in or substantially in the following terms:-

On the following conditions, the owner for the time being of Lot 133 ("the owner") shall have a special privilege in respect of the common property to construct within Lot 133 at the rear of Level 5 of the building (and for this purpose to affix to the common property floor to Lot 133) a building as described in Special Condition 36.ii. of the Contract of Sale of the Owners Corporation's interest in Lot 133 to the owner (or other description to be agreed).

Conditions:-

1. Before commencing the construction, the owner must furnish the Owners Corporation with copies of all requisite consents and approvals by Sydney City Council of the construction, including all conditions of consent, drawings, specifications and notes.
2. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

Page 2

3. The owner must maintain the structure and the roof covering in a state of good and serviceable repair, and must renew or replace them whenever necessary.
4. The owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the construction had not been undertaken, including any increase in the insurance premium or excess payable by the Owners Corporation and attributable to the construction or use of the building.
5. The owner must pay any costs incurred by the Owners Corporation in or about the making and registration of this by-law.

2/24/2012

Received 27 April 2006

ADDENDUM F

Dragonite Pty Limited
5 Regatta Way,
Cabarita NSW 2137
26th April 2006

Kooper & Levi
Strata Management
Level 1, 520 Old South Head Road,
Rose Bay NSW 2029

(By mail and fax: (02) 9371 9060)

Dear Sir or Madam,

RE: CHANGE OF USE FOR LOT 130 MUSEUM TOWER
267-277 CASTLEREAGH STREET, SYDNEY NSW 2000

We would like to respectfully seek your approval to the development application for change of use from commercial to residential for Level 9, Lot 130, 267-277 Castlereagh Street, Sydney NSW 2000.

In our view the change of use from commercial to residential will have minimal or negligible impact because of the following reasons:

1. There will be minimal work on the premises to change the existing floor plan as the premises already have shower and kitchen facilities; and
2. It will be coherent to the entire building organisation as:
 - a. Currently the residential level starts from Level 10. With our proposal, the resident level will then start from Level 9, where Level 8 is the gymnasium; and
 - b. On level 9 there are only two suit (Lot 130 and Lot 131), therefore poses little or negligible disturbances.

We enclose herewith a copy of the Application for Development to the Sydney City Council for your approval. If you approve the said development application, please provide us with a consent letter for the change of use, addressed to the Sydney City Council and execute the front page of the Application for Development.

If you have any queries please do not hesitate to contact Henry Liu.

Regards,
Dragonite Pty Ltd



49

APPLICATION FOR DEVELOPMENT

under the Environmental Planning and Assessment Act 1979 section 78A

All applications to be lodged at:

Town Hall House
One Stop Shop
Level 2, 456 Kent Street
Sydney NSW 2000
Ph: (02) 9265 9255
Fax: (02) 9265 9415

City East
Neighbourhood Service Centre
50-52 Darlinghurst Road
Kings Cross NSW 2011
Ph: (02) 9246 4680
Fax: (02) 9246 4690

Glebe Town Hall
Neighbourhood Service Centre
160 St Johns Road
Glebe NSW 2037
Ph: (02) 9298 3190
Fax: (02) 9298 3199

Redfern
Neighbourhood Service Centre
Tower 2, 1 Lawson Square
Redfern NSW 2014
Ph: (02) 9288 5105
Fax: (02) 9288 5097



PART I Application and Site Details

Site

Address No: 357 Street Name: CASTLEREAGH STREET
 Building Name: MUSEUM TOWER
 Suburb: SYDNEY

It is important that we are able to contact you if we need more information. Please give us as much detail as possible. Council will deal only with the nominated applicant in the event of any query or communication regarding this application. Please note that information provided will be public information.

Lot no, DPSP/vol/et. Lot: 130 DPSP: 40414
 vol/et:

Applicant

Name/Company: DRAGONITE PTY LIMITED
 Address: 5 REGATTA WAY
CABARITA NSW 2137

Contact Numbers Phone B/H: (02) 0000 Mobile:
 Email: Fax No:

Signature of Applicant: [Signature] Date: 26/4/2006
 Name of Applicant: HENRY LIU
printed or stamped in blue or black ink

Consent of All Owner(s)

As the owner(s) of the above property, I/we consent to this application

Name/Company: ABNACN
 Address:

Contact Numbers: Phone B/H: Mobile:
 Email: Fax No:

Signature of Registered Owner(s) (see note 1)

Signature:	Date:
Print Name:	Position:
Signature:	Date:
Print Name:	Position:
Signature:	Date:
Print Name:	Position:

OFFICE USE ONLY

DA No:	<u>07</u>	Checked by Planner:	<u></u>
DA Fee:	<u></u>	Estimated Cost of Development:	<u></u>
DPSP Fee Paid (Plan first):	<u></u>	Checked by Customer Service Officer:	<u></u>
DA/Advertising Notification Fee:	<u></u>	Date:	<u></u>
Integrated Development Fee:	<u></u>	Time:	<u></u>
Total Fees Paid:	<u></u>	File Created - Date/Time:	<u></u>
Receipt No:	<u></u>	Application Key Indicator:	<u></u>

EOP SYDNEY

50

APPLICATION FOR DEVELOPMENT

PART 2 Description of Proposed Development

Type of development (Tick as applicable)	Additions (new floor space) <input type="checkbox"/> OA	Mobile coffee carts <input type="checkbox"/> OR	Signage <input type="checkbox"/> OS
	Construct a new building <input type="checkbox"/> OB	Landscape works <input type="checkbox"/> OS	Temporary use/structure <input type="checkbox"/> OT
	Change of use (new use) <input checked="" type="checkbox"/> OC	Booth/OSF <input type="checkbox"/> ON	Strata subdivision <input type="checkbox"/> OO
	Demolition <input type="checkbox"/> OD	Place of public entertainment <input type="checkbox"/> OW	Land subdivision <input type="checkbox"/> OOC
	Alterations <input type="checkbox"/> OA	Outdoor cafe/indoor seating <input type="checkbox"/> OO	Services (eg BCA/fit) <input type="checkbox"/> OW
	Masterplan <input type="checkbox"/> OM	Commercial office fitout/partitions <input type="checkbox"/> OP	Other (eg awning/canopy) <input type="checkbox"/> OW
	Demolish building/site work <input type="checkbox"/> OD	Professional consulting/health clinic <input type="checkbox"/> OQ	Licensed premises (existing, new & trading hours) <input type="checkbox"/> OS
	Retail shop front <input type="checkbox"/> OR	Erection of new residential house (less than \$1,000,000) <input type="checkbox"/> OS	Convenience store <input type="checkbox"/> OT
	Integrated development <input type="checkbox"/> OI	Internal refurbishment <input type="checkbox"/> OW	Award of heritage form/external conservation works <input type="checkbox"/> OW

Detailed description CHANGE OF USE FROM COMMERCIAL TO RESIDENTIAL

Existing use of site COMMERCIAL UNIT

Location if within existing building LEVEL 9

PART 3 Other Approvals

Integrated Development (Tick as applicable)

Is this application for Integrated Development? (See Note 2) Yes No

If yes, which Act do you need approval under? Heritage Act 1977(s58) Roads Act 1993(s138) or any other Act listed (see Note 2)

If approval is required under the Heritage Act 1977, do any exemptions apply under that Act? Yes No

If yes, and the development is wholly covered by the exemptions, the application will not be treated as Integrated Development. Please provide a copy of any exemptions under the Heritage Act 1977.

Construction Certificate

Is a construction certificate application to be lodged with Council at the same time as this application? Yes No

If yes, complete and lodge the Application for Construction Certificate

Approvals under s68 Local Government Act 1993

Do you also require any approvals under s68 of the Local Government Act 1993? Yes No

If yes, you will also need to complete and lodge a separate Application for Approval which should be lodged with the development application with details of proposal included in development application.

Generally, Section 68 refers to approvals relating (but not limited) to structures or places of public entertainment, water supply, sewerage and stormwater drainage work, management of waste, community land, public lands and other activities. To ensure compliance, refer to the Local Government Act 1993, Section 68, and Regulation.

Tree removal

Is a tree to be pruned or removed? Yes No

If yes, you will need to lodge an Application to Prune / Remove Tree(s) on Private Land

APPLICATION FOR DEVELOPMENT

PART 4 Details of proposed development

Estimated Cost of Development and Cost Ratios (see note 3)

Estimated cost of development	<input type="text" value="\$1500,000"/>	Gross floor area (hotels/serviced apartments - indicate one or both)	<input type="text"/>
Site area	<input type="text" value="123 m<sup>2</sup>"/>	Gross floor area plus excluded floor space eg parking services (see note 3)	<input type="text" value="189 m<sup>2</sup>"/>
Gross floor area (commercial)	<input type="text" value="123 m<sup>2</sup>"/>	Floor space ratio	<input type="text"/>
Gross floor area (residential)	<input type="text"/>		

For all development between \$150,000 and \$2 million please complete the following.
 For Stage 1 Development Applications, please complete the relevant cost details.
 For development over \$2 million, a Quantity Surveyor's Certificate of Cost is required.

N/A.

	Total (incl. GST)	Cost Ratio (% of total cost)
Cost of demolition and site preparation	<input type="text"/>	<input type="text"/>
Cost of excavation	<input type="text"/>	<input type="text"/>
Cost of construction (excluding carparking)	<input type="text"/>	<input type="text"/>
Cost of carparking / loading	<input type="text"/>	<input type="text"/>
Cost of fit-out (commercial)	<input type="text"/>	<input type="text"/>
Cost of fit-out (residential)	<input type="text"/>	<input type="text"/>
Cost of professional fees	<input type="text"/>	<input type="text"/>
Total	<input type="text"/>	<input type="text"/>

Type of Application (tick as appropriate)

Is this to be a staged DA? Yes No

If yes, is it for stage One stage Two later stage

Is there an adopted Development Plan or Master Plan in force? Yes No

If yes, adoption date

New buildings / alterations and additions - all sections must be completed for all applications.

	existing	proposed
building height (RL) in metres (overall)	<input type="text"/>	<input type="text"/>
site coverage	<input type="text"/>	<input type="text"/>
open space / landscaped area (m ²)	<input type="text"/>	<input type="text"/>
> existing ground level (m ²)	<input type="text"/>	<input type="text"/>
> balconies (m ²)	<input type="text"/>	<input type="text"/>
> roof deck (m ²)	<input type="text"/>	<input type="text"/>
number of residential dwellings		
studio	<input type="text"/>	<input type="text"/>
1 bedroom	<input type="text"/>	<input type="text"/>
2 bedrooms	<input type="text"/>	<input type="text"/>
3 bedrooms	<input type="text"/>	<input type="text"/>
4 bedrooms	<input type="text"/>	<input type="text"/>
number of serviced apartments	<input type="text"/>	<input type="text"/>
number of hotel rooms	<input type="text"/>	<input type="text"/>
commercial space (m ²)	<input type="text"/>	<input type="text"/>

Handwritten note: Same as before

APPLICATION FOR DEVELOPMENT

PART 4 - Details of proposed development (cont.)

Parking / loading facilities N/A

	Existing	Proposed
Number of off-street parking spaces	<input type="text"/>	<input type="text"/>
Number of off-street loading spaces	<input type="text"/>	<input type="text"/>

For subdivision N/A

Type of subdivision

Strata subdivision

Land subdivision

New road

Number of lots Existing Proposed

For retail, offices, commercial, hotels or industrial uses N/A

Hours of operation

	Existing	Proposed
Monday-Friday	<input type="text"/>	<input type="text"/>
Saturday	<input type="text"/>	<input type="text"/>
Sunday	<input type="text"/>	<input type="text"/>

For signs N/A

Describe details of proposed signs, including the number, width, height, wording and type. Plans of signage must accompany application.

Boarding house / low cost accommodation

Is the current use of the premises (or the last use if vacant) a boarding house, or does it provide low cost accommodation? Yes No

If yes, how many beds? Existing Proposed

Site contamination

Is this site contaminated as a result of past uses? Yes No Unsure

details of contamination if known: N/A

Has a site Contamination Report (Phase 1 and/or Phase 2) been submitted with this application? Yes No N/A

Critical habitat

Is this land part of critical habitat? (see note 4) Yes No

Fire Safety Schedule (see note 5)

Will the development result in a change in the BCA classification of the building? Yes No

If yes, will a Construction Certificate be required? Yes No

If yes, you must complete a Fire Safety Schedule and include it with this application, specifying the fire safety measures that should be implemented in the building premises.

APPLICATION FOR DEVELOPMENT

PART 5 Environmental Impact

Environmental impact (see note 6)

A Statement of Environmental Effects is attached Yes No

If the development is for Designated Development, an Environmental Impact Statement is attached Yes No

If no, and the development is considered to have a negligible effect please state the reasons why

The change of use from commercial to residential will have minimal or negligible impact because of the following reasons:

(1) There will be minimal work on the premises to change the said use as the premises already have stairs and kitchen facilities.

(2) It will be coherent to the entire building organisation as:

(a) Currently, the residential level starts from Level 10. With the proposal, the residential level will then start from Level 9. Level 8 is the gymnasium level.

(b) On level 9 there are only 2 suites (Lot 13, and Lot 14), therefore poses little or negligible disturbances.

PART 6 Design Verification Statement

A Design Verification Statement is attached (see note 7) (required for a residential flat building comprising three or more storeys or four or more self-contained dwellings - see note 7) Yes No

PART 7 BASIX Certificate

The Building Sustainability Index (BASIX) is a web-based planning tool designed to assess the potential performance of residential buildings against a range of sustainability indices.

A BASIX Certificate identifies the sustainability features required to be incorporated in the building design. These features may include sustainable design elements such as recycled water, rainwater tanks, AAA-rated showerheads and taps, native landscaping, heat pump or solar water heaters, gas space heaters, roof eaves/awnings and wall/ceiling insulation.

You need a BASIX Certificate in the City of Sydney when BASIX applies to the type of development for which you require approval. Commencement dates and details of types of development are at www.basix.nsw.gov.au.

The applicant is required to submit the BASIX Certificate with the Development Application or Complying Development Certificate application. The plans and specifications must also identify the BASIX commitments which will be checked by a professional building certifier during construction. Where submitted plans or specifications are inconsistent with the relevant BASIX Certificate, Council should require applicants to submit consistent applications before progressing the assessment process, either by amending plans / specifications or by submitting a new BASIX Certificate with commitments that match the rest of the application.

Applicants can generate the BASIX Certificate only on the NSW Department of Infrastructure, Planning and Natural Resources' BASIX website: www.basix.nsw.gov.au.

For more information, phone DPIPR's BASIX Help Line on 1 300 650 908.

APPLICATION FOR DEVELOPMENT

Part 8 Declaration

Privacy and personal information protection notice

Purpose of Collection: For assessment of development applications by the consent authority and any relevant state government agency

Intended recipients: Council staff

Supply: Lodgment of documents is mandatory

Access/Correction of information: Council Officers or Freedom of Information Application

Storage: Council Offices / Town Hall House, 156 Kent Street, Sydney

Checklist & declaration

All the details sought in this form and the accompanying checklist must be provided. If you are planning a large scale development or development on land that is environmentally sensitive you will also need to seek advice from Council's staff, as additional information may be required. On-site inspections are carried out prior to the determination of any application. As a result of this inspection, or from a preliminary assessment, further information may sometimes be required. A Council Officer will contact you soon after their initial inspection if this is the case.

The completed checklist must be submitted with this application.

Failure to provide the required documentation of an acceptable standard will result in your application being returned.

What you need for lodgment

Check by ticking the appropriate boxes

- DA form
 DA Checklist and all associated plans & documents
 BASIX certificate
 Fees

- | | | |
|--------------------------|--------------------------|---|
| Yes | No | |
| <input type="checkbox"/> | <input type="checkbox"/> | Do the plans and/or specifications show residential parts of a building (other than height and exterior configuration)? |
| <input type="checkbox"/> | <input type="checkbox"/> | If yes, may Council exhibit, allow inspection of, and provide copies on request of these plans and/or specifications? |

Important notice:

Council will not process DA's that are incomplete or non-complying with lodgments requirements. These will be returned to applicants within 7 days (see note 10)

Check fee calculation with Council staff prior to lodgment. Building work will be valued independently by using the latest building cost indicators.

Declaration

- I apply for approval to carry out the development or work described in this application. I declare that all the information in the application and checklist is to the best of my knowledge, true and correct.
- I also understand that if the information is incomplete, the application may be delayed or rejected or more information may be requested. I acknowledge that if the information provided is misleading any approval granted may be void.
- I accept delays in processing will arise out of any inadequacies in the material submitted in support of the application.
- I declare that the electronic data provided is a true copy of all plans and associated documents submitted with this development application.
- I declare that the electronic data is not corrupted and does not contain any viruses.
- I understand that the city will use the information and materials provided for notification and advertising purposes (see note 11)
- I understand that the information and materials provided will be made available to the public for inspection and copying at council's customer service area and on council's web site.

Signature: Darryl Lee

Date: 26/4/2016

Form 001 of 01 - March 2015

APPLICATION FOR DEVELOPMENT

Part 9 Checklist for lodging a Development Application

The following information is required for every development application in digital and hard copy/printed format
All digital information should be contained on one CD

All plans are to be collated and folded to A4 Size, drawing number showing in ordered sets

	Applicant	CSO checked
Owner's consent (see note 1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Applicant's Signature on application form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Digital file requirements (see Digital File Format Requirements for DAs brochure) Virus Free? Yes No	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>
• Survey plan	<input type="checkbox"/>	<input type="checkbox"/>
• Location plan ✓		
• Site plan (see note 8) ✓		
• Existing floor plan ✓		
• Proposed floor plan ✓		
• All elevations		
• Statement of Environmental Effects (if not completed on form)		
• Quantity Surveyor certificate (if required)		
• See next section below for further requirements if necessary		
Survey plan	<input type="checkbox"/>	<input type="checkbox"/>
• The survey plan needs to be to scale, (showing relative levels to AHD) and include details of adjoining development		
Drawings to scale including location plan, site plans, existing floor plans, proposed floor plans, all elevations. (see note 9)	<input type="checkbox"/>	<input type="checkbox"/>
• For minor developments such as change of use, signs, shop fit out or single residential dwellings: 6 sets (3 sets coloured), including one A4 set		
• All others: 10 sets (3 sets coloured) including one set A4.		
• Integrated Development: 1 extra set required for each referral agency		
Statement of environmental effects or environmental impact statement (note 6) N/A	<input type="checkbox"/>	<input type="checkbox"/>
• For minor developments such as change of use, signs, shop fit out or single residential dwellings: 6 copies		
• All others: 10 copies		
• Integrated Development: an extra copy for each referral agency		
• If the development is minor, complete the environmental impact statement section on the form		
Quantity Surveyors certificate of cost of development report N/A	<input type="checkbox"/>	<input type="checkbox"/>
• If the development exceeds \$2 million		
The following information is required for new buildings, major alterations / additions and other developments, in hard copy/printed format. A digital copy of each of the following items are required for inclusion in the notification CD when required for DA assessment. Please provide a minimum of 3 paper/hard copies in addition to digital copy – more may be requested		
A State Environmental Planning Policy No 1 SEPP1 Objection	<input type="checkbox"/>	<input type="checkbox"/>
• If the building does not comply with a development standard contained in the relevant LEP		
Photomontage	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings and major alterations / additions		
Perspectives	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings and major alterations / additions		
• In addition for all major developments a digital copy is required for Councilor presentation.		
Shadow diagrams	<input type="checkbox"/>	<input type="checkbox"/>
• Where there are changes proposed to the building envelope		
• Diagrams to show existing and proposed impacts at the Midwinter (21 June) and if applicable elevation shadows if shadow fall upon neighbouring windows/openings.		
Landscape plan	<input type="checkbox"/>	<input type="checkbox"/>
• For all new residential buildings, commercial development, industrial development, mixed use development and special use development		

APPLICATION FOR DEVELOPMENT Checklist for lodging a Development Application (cont.)

	Applicant	CSO checked
Heritage Impact Statement and/or Conservation Management Plan and/or Demolition Report	<input type="checkbox"/>	<input type="checkbox"/>
• Is property a heritage item or within a conservation area? Yes <input type="checkbox"/> No <input type="checkbox"/>		
• For all buildings which are or adjoin a heritage item or are within a conservation area		
Archaeological Baseline report	<input type="checkbox"/>	<input type="checkbox"/>
• if the site is identified in the draft Archaeological Zoning Plan for Central Sydney 1992		
Acoustic report	<input type="checkbox"/>	<input type="checkbox"/>
• For all new residential buildings		
Noise Impact statement	<input type="checkbox"/>	<input type="checkbox"/>
• For new licensed premises, extension of trading hours of licensed premises and for other uses which generate noise. For example: industrial uses, substations, places of public entertainment		
Plan of management	<input type="checkbox"/>	<input type="checkbox"/>
• For all applications for POPE and licensed premises convenience stores and where the use requires		
Security management plan	<input type="checkbox"/>	<input type="checkbox"/>
• For all new residential buildings, applications for POPE and licensed premises convenience stores and where the use requires)		
Traffic and parking study	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings and where the use may generate additional traffic and parking requirements		
Energy Efficiency report	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings and major alterations / additions - details for solar hot water systems for applications in Glebe / Forest Lodge are also to be provided		
Sample board and specification of finishes	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings and major alterations / additions		
A Design Verification Statement	<input type="checkbox"/>	<input type="checkbox"/>
• For new residential flat buildings		
BCA statement / building services report / alternate solution or fire engineering report	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings, major alterations / additions or when varying the provisions of the BCA		
Geotechnical report	<input type="checkbox"/>	<input type="checkbox"/>
• For excavation works		
A list of category 1 fire safety provisions	<input type="checkbox"/>	<input type="checkbox"/>
• For development involving a change of use of a building other than a dwelling house or a building or structure that is ancillary to the dwelling house		
Reflectivity report	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings and as required		
Wind effects report	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings which exceed 45 metres in height		
Contamination Report	<input type="checkbox"/>	<input type="checkbox"/>
• A detailed Environmental Investigation is required where the land use is change from non-residential to a more sensitive use. Please refer to the City of Sydney Contaminated Land DCI:2004.		
Waste management plan	<input type="checkbox"/>	<input type="checkbox"/>
• For all new residential buildings		
Construction Management Plan	<input type="checkbox"/>	<input type="checkbox"/>
• For all new building		
Environmental Management Plan	<input type="checkbox"/>	<input type="checkbox"/>
• For all new buildings		
Additional material		
BASIX Certificate	<input type="checkbox"/>	<input type="checkbox"/>
• For all new residential dwellings. This certificate can only be obtained through the BASIX website: www.basix.nsw.gov.au . Council cannot accept your application without this certificate		
Models	<input type="checkbox"/>	<input type="checkbox"/>
• Physical and digital 3D models to Council specifications must be lodged with application		
• Physical and digital 3D models are required for any development that involves changes to the building envelope for the CBD, and for all other areas, new developments or major alterations and additions that result in a building over three storeys in height. The model is to be at 1:500 scale. Please contact Council model making staff to discuss all requirements in relation to providing a physical and a digital 3D model prior to lodgement of the application.		

Notes for completing Application for Development

- Note 1**
- 1) The EP&A Act requires that all owners consent to the lodging of an application.
 - 2) It is the applicant's responsibility to clearly demonstrate that all owners have consented to the lodging of the application.
 - 3) Owners which are companies must indicate consent by signing under seal or as otherwise authorised under Corporations Law.
 - 4) Individual owners must sign and print their names. Where there is more than one owner, all owners must sign.
 - 5) An application relating to a strata plan must have the Strata Plan seal affixed where the works involve the common property.
 - 6) Where proposed work affects a party wall, consent of both owners is required in writing (eg. Semi-detached or terrace dwelling).
 - 7) Managing agents must have a written authority from the owner, clearly indicating that the authority is current, consenting to the lodging of, or empowering the applicant to lodge the application.
 - 8) A person acting under registered power of attorney must quote book and page number, or provide a full copy of the power of attorney.

Note 2 Integrated Development is development that requires development consent and one or more of the following approvals:

Heritage Act 1997 s58 > approval in respect of the doing or carrying out of an act, matter or thing referred to in s57 (1)
 s57 (1) of the Heritage Act 1977 applies to building works, relic or places on the State Heritage Register.

Roads Act 1993 s138 > consent to:
 a) erect a structure or carry out a work, in, on or over a public road, or
 b) dig up or disturb the surface of a public road, or
 c) remove or interfere with a structure, work or tree on a public road, or
 d) pump water into a public road from any land adjoining the road, or
 e) connect a road (whether public or private) to a classified road.

Other Acts to which Integrated Development apply are:

- > Fisheries Management Act 1994 - S144, S201, S205
- > Mine Subsidence Compensation Act 1961 - S15
- > National Parks and Wildlife Act 1974 - S90
- > Protection of the Environment and Operations Act 1996
- > River and Foreshores Improvement Act 1948 - part 3A
- > Waste Minimisation and Management Act 1995 - S4
- > Water Act 1912 - S10, S13A, S18F, S208, S20CA, S20L, S116, part B

An application for Integrated Development must include:

- a) sufficient information for the approval body to make an assessment of the application
- b) an additional fee of \$110 to Council
- c) an additional fee of \$250 for each approval body in the form of a cheque made out to the approval body
- d) an additional three copies of the plans and any relevant reports/statements
- e) completion of the Integrated Development referral letter

Note 3 In the case of construction or building work, the development application fee is based on the estimated cost of development.

Where the estimated cost of the development is between \$150,000 and \$2 million, the cost-ratios on the development application form must be completed. You will need to provide Council with the site area; gross floor area (for all uses); cost of demolition and site preparation, excavation, fit-out (for all uses), car parking and professional fees.

You will also need to provide two calculations in respect to Floor Space Area. The first calculation is to be consistent with the Central Sydney Local Environmental Plan 1996 (CSLEP 1996) if the development is in Central Sydney or Sydney Regional Environmental Plan No.26 - City West (SREP 26) if the development is in Ultimo-Pyrmont or Leichhardt LEP 2000 (if the development is in the former Leichhardt LGA) or South Sydney LEP 1998 (if the development is in the former South Sydney LGA). The second calculation will need to include all areas, being those areas excluded from the gross floor area calculation according to CSLEP 1996 and SREP 26, for example parking and services.

Note that if the building works are only for part of a building, then you will only be required to provide the gross floor area for the area of the proposed building works.

For developments over \$2 million, a detailed licensed Quantity Surveyor's report verifying the cost must be submitted on lodgement of the development application, in the Council approved format available on the Council's website.

In the case of development which exceeds \$40 million in cost, it is imperative that an accurate estimate is determined at development application stage as this will determine the correct Consent Authority. Please note that the Central Sydney Planning Committee is the Consent Authority for all development over \$50 million and where a State Environmental Planning Policy No.1 (SEPP No.1) Objection has been lodged.

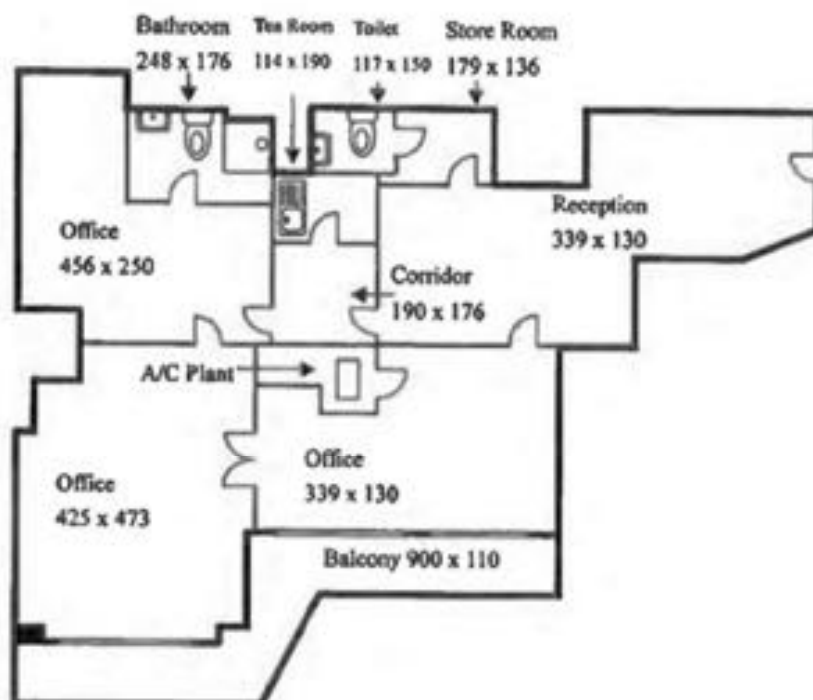
Misrepresenting the value of the development application may necessitate an entire re-assessment / redetermination

Notes continued

- Note 4** If the land is, or is part of, critical habitat or development that is likely to significantly affect threatened species, populations or ecological communities or their habitat, then a species impact statement is required.
- Note 5** Clause 168 of the Environmental Planning and Assessment Regulation 2000 requires a list of current and proposed fire safety measures to be attached to any development involving a change of building use (BCA classification), where no building work is required. A Fire Safety Schedule of existing fire safety measures must be attached. Please obtain this from the One Stop Shop.
- Note 6** Where a proposed development is not designated development, the application must be accompanied by a statement of environmental effects unless the proposed development is considered to have negligible effect (eg minor interior alterations) which must:
- demonstrate that the environmental impact of the development has been considered.
 - set out steps to be taken to protect the environment or to mitigate the harm.
 - in the case of a change of building use (except where the proposed change is to a class 1a or class 10 building) where no alterations or additions to the existing building are proposed:
 - > a list of any fire safety measures in the building or on the land on which the building is situated in connection with the proposed change of building use, and
 - > a separate list of such of those measures as are currently implemented in the building or on the land on which the building is situated.
 - address compliance with the Central Sydney LEP 1996 and Central Sydney DCP 1996 (if the development is in Central Sydney); Sydney REP No.26 - City West and Ultimo-Pymont Urban Development Plan - 1995 Update (if the development is in Ultimo-Pymont); South Sydney LEP 1998 and South Sydney DCP 1997 (if the development is in the former South Sydney LGA) and Leichhardt LEP 2000 and Leichhardt DCP 2000 (if the development is in the former Leichhardt LGA) and any exhibited draft amendments to these instruments.
- Note 7** State Environmental Planning Policy No.65 requires a design verification statement for all development applications for residential flat development. The design verification statement must be from a qualified designer being a statement in which the qualified designer verifies:
- that he or she designed, or directed the design of the residential flat development, and
 - that the design quality principles set out in part 2 of SEPP 65 - Design Quality of Residential Flat Development, are achieved for the residential flat development. A qualified designer means a person registered as an architect in accordance with the Architects Act 1921.
- Note 8** A plan of the land must indicate:
- location, boundary dimensions, site area and north point of the land
 - existing vegetation and trees on the land
 - location and use of existing buildings on the land
 - existing levels of the land in relation to buildings and roads
 - location and use of buildings on sites adjoining the land.
- Note 9** Plans or drawings describing the proposed development must indicate (where relevant):
- the location of proposed new buildings or works (including extensions or additions to existing buildings or works) in relation to the land's boundaries and adjoining development. Clause 56 of the Environmental Planning and Assessment Regulation 2000 requires an A4 plan of the building that indicates its height and external configuration as erected. If the development involves building work to alter, expand or rebuild an existing building, a scaled plan of the existing building is required.
 - floor plans of proposed buildings showing layout, partitioning, room sizes and intended uses of each part of the building
 - elevations and sections showing proposed external finishes and heights
 - proposed finished levels of the land in relation to buildings and roads
 - building perspectives, where necessary to illustrate the proposed building
 - proposed parking arrangements, entry and exit points for vehicles, and provision for movement of vehicles within the site (including dimensions where appropriate)
 - proposed landscaping and treatment of the land (indicating plant types and their height and maturity)
 - proposed methods of draining the land.
- Note 10**
- The consent authority may, within 21 days of receiving the development application, ask for additional information on the development if that information is necessary for the determination of the application or if that information is required by a concurrence authority.
 - The consent authority may, within 25 days after the lodgement of a development application for integrated development, ask for additional information concerning the development if the information is necessary for the determination of the application or if the information is required by an approved body.
- Note 11** In accordance with the current City of Sydney Advertising and Notification Policy, your development application may require notification and/or advertising in the paper to enable interested persons to comment on the proposal. The notification period inviting comment from surrounding residents and the public can vary depending on the type of development. If notification / advertising is required, a separate fee will be payable.

Existing Floor Plan

CASTLEREAGH STREET



North

Scale 1cm = 1m (approx)



Unit 103,
267 - 277 Castlereagh Street
Sydney

Prepared for application for
Development approval for
Dragonite Pty Ltd.
5 Regatta Way, Cabarita NSW 2137

60

Notes continued

- Note 4** If the land is, or is part of, critical habitat or development that is likely to significantly affect threatened species, populations or ecological communities or their habitat, then a species impact statement is required.
- Note 5** Clause 168 of the Environmental Planning and Assessment Regulation 2000 requires a list of current and proposed fire safety measures to be attached to any development involving a change of building use (DCA classification), where no building work is required. A Fire Safety Schedule of existing fire safety measures must be attached. Please obtain this from the One Stop Shop.
- Note 6** Where a proposed development is not designated development, the application must be accompanied by a statement of environmental effects unless the proposed development is considered to have negligible effect (eg minor interior alterations) which must:
- demonstrate that the environmental impact of the development has been considered,
 - set out steps to be taken to protect the environment or to mitigate the harm
 - in the case of a change of building use (except where the proposed change is to a class 1a or class 10 building) where no alterations or additions to the existing building are proposed:
 - > a list of any fire safety measures in the building or on the land on which the building is situated in connection with the proposed change of building use, and
 - > a separate list of such of these measures as are currently implemented in the building or on the land on which the building is situated.
 - address compliance with the appropriate instrument (and any exhibited draft instruments). These instruments are available from Council or to view and download on Council's website at: www.cityofsydney.nsw.gov.au/Development/PlanningConsentConditions/
- Note 7** State Environmental Planning Policy No65 requires a design verification statement for all development applications for residential flat development. The design verification statement must be from a qualified designer being a statement in which the qualified designer verifies:
- that he or she designed, or directed the design of the residential flat development, and
 - that the design quality principles set out in part 2 of SEPP 65 - Design Quality of Residential Flat Development, are achieved for the residential flat development. A qualified designer means a person registered as an architect in accordance with the Architects Act 1971.
- Note 8** A plan of the land must indicate:
- location, boundary dimensions, site area and north point of the land
 - existing vegetation and trees on the land
 - location and use of existing buildings on the land
 - existing levels of the land in relation to buildings and roads
 - location and use of buildings on sites adjoining the land.
- Note 9** Plans or drawings describing the proposed development must indicate (where relevant):
- the location of proposed new buildings or works (including extensions or additions to existing buildings or works) in relation to the land's boundaries and adjoining development. Clause 16 of the Environmental Planning and Assessment Regulation 2000 requires an A4 plan of the building that indicates its height and external configuration as erected. If the development involves building work to alter, expand or rebuild an existing building, a scaled plan of the existing building is required;
 - floor plans of proposed buildings showing layout, partitioning, room sizes and intended uses of each part of the building
 - elevations and sections showing proposed external finishes and heights
 - proposed finished levels of the land in relation to buildings and roads
 - building perspectives, where necessary to illustrate the proposed building
 - proposed parking arrangements, entry and exit points for vehicles, and provision for movement of vehicles within the site (including dimensions where appropriate)
 - proposed landscaping and treatment of the land (indicating plant types and their height and maturity)
 - proposed methods of draining the land.
- Note 10**
- The consent authority may, within 21 days of receiving the development application, ask for additional information on the development if that information is necessary for the determination of the application or if that information is required by a concurrence authority
 - The consent authority may, within 25 days after the lodgement of a development application for integrated development, ask for additional information concerning the development if the information is necessary for the determination of the application or if the information is required by an approved body.
- Note 11** In accordance with the current City of Sydney Advertising and Notification Policy, your development application may require notification and/or advertising in the paper to enable interested persons to comment on the proposal. The notification period inviting comment from surrounding residents and the public can vary depending on the type of development. If notification / advertising is required, a separate fee will be payable.

Form D05 01 - March 2011

Page 26 of 30

18

ADDENDUM "C"

**STATEMENT OF
ENVIRONMENTAL EFFECTS**



**SUBDIVISION OF
STRATA PLAN NO. 66740 and
COMMON PROPERTY IN STRATA PLAN 40414**

**"MUSEUM TOWERS"
267 - 277 CASTLEREAGH STREET, SYDNEY**

MAY 2006



Meriton Apartments Pty Limited
ABN: 75 000 641 809
Level 5, 267-277 Castlereagh Street
Sydney NSW 2000
T: (02) 9264 7177
F: (02) 9264 1462

CONTENTS

	Page No.
1.0 INTRODUCTION	1
2.0 SUBJECT SITE	2
3.0 DESCRIPTION OF PROPOSED DEVELOPMENT	3
4.0 SECTION 79C MATTERS FOR CONSIDERATION	4
4.1 SECTION 79C(1)(A)(i) – ENVIRONMENTAL PLANNING ASSESSMENT	4
4.2 SECTION 79C(1)(A)(ii) – DEVELOPMENT CONTROL PLANS	5
4.3 SECTION 79C(1)(B) – IMPACT OF THE DEVELOPMENT	5
4.4 SECTION 79C(1)(C) – SUITABILITY OF THE SITE	5
4.5 SECTION 79C(1)(D) – ANY SUBMISSIONS	5
4.6 SECTION 79C(1)(E) – PUBLIC INTEREST	5
5.0 CONCLUSION	6

ANNEXURES

Annexure 1: Copy of approved and registered plan of subdivision.

Annexure 2: Copy of proposed plan of subdivision.

1.0 INTRODUCTION

This Statement of Environmental Effects accompanies a Development Application made under Section 78A of the Environmental Planning and Assessment Act. It describes the proposal in detail and provides an assessment of potential environmental impacts.

Approval is sought from Council for the subdivision of lots in Strata Plan No. 86740 to strata subdivide level 5 into nine respective units and level 6 into six units and re-allocation of car parking spaces. Approval is also sought from Council for subdivision of Common Property in Strata Plan 40414.

The reason for this application is to facilitate the sale of commercial lots within the building.

2.0 SUBJECT SITE

The building to which the application relates is a mixed commercial / residential development known as "Museum Towers" located on Castlereagh Street between Liverpool and Goulbourn Streets. The subject levels are currently being used as commercial floor space containing the head office of Merton Apartments Pty Ltd.

The building was approved and constructed under DA consent 44/83/0585.



Subject site

3.0 DESCRIPTION OF PROPOSED DEVELOPMENT

It is proposed to strata subdivide commercial levels and re-allocate car parking spaces. As a result, the proposal will provide for the following :

Lower Ground Level

- Store room 1 and 2 and common property created,

Ground Level

- Car parking spaces 1 to 14 to be part of a respective lot as advised

Level 5

- Existing floor subdivided into 9 tenancies, namely 501, 502, 503, 504, 505, 506, 507, 508 and 509,

Level 6

- Existing floor subdivided into 6 tenancies, namely 601, 602, 603, 604, 605 and 606,

Level 7

- Common property

A copy of the approved and registered plan of subdivision is attached at Annexure 1 and the proposed plan of subdivision is attached at Annexure 2.

4.0 SECTION 79C MATTERS FOR CONSIDERATION

The proposed development has been assessed having regard to the relevant matters for consideration under Section 79(c) of the Environmental Planning and Assessment Act 1979. The matters are assessed under the following sections.

4.1 SECTION 79C(1)(A)(i) – ENVIRONMENTAL PLANNING INSTRUMENTS

4.1.1 Central Sydney Local Environmental Plan 2005

Clause 18 – Subdivision

Sub-clause 1 states:

"Subdivision of land, including subdivision under the Strata Schemes Act 1973, or the Strata Schemes Act 1986, may be carried out only with development consent"

Accordingly, this application seeks the development consent of Council.

Furthermore, the LEP states that the consent authority must be satisfied as to certain matters. In this regard, the following comments are made:

- The subdivision is not for the purpose of the erection of a building;
- The re-subdivision does not affect the curtilage of the heritage locale;
- The re-subdivision relates to commercial parking spaces not spaces attached to residential units; and
- There are no issues arising from building / strata management. The Lot entitlements have been amended accordingly.

The proposal does not in any way affect the total quantum of commercial parking spaces provided on site. The LEP has no restriction on the allocation of parking spaces and therefore as long as the quantum of spaces remains the same, the proposal raises no non-compliance issues.

There are no other provisions relevant to the current application.

4.1.2 Central Sydney Heritage LEP 2000

The building on the subject site is not listed as a heritage item however the retained external façade is of heritage significance.

This application relates solely to strata subdivision, no physical work is proposed.

4.2 SECTION 79C(1)(A)(ii) – DEVELOPMENT CONTROL PLANS

4.2.1 Central Sydney Development Control Plan 1996

There are no relevant provisions in Central Sydney DCP 1996 regarding the proposed strata subdivision.

4.3 SECTION 79C(1)(B) - IMPACT OF THE DEVELOPMENT

The proposed strata subdivision will have no impact on the existing building nor impact on the residential and commercial tenants within the building. The application does not affect the quantum of parking spaces only the future ownership of those spaces.

4.4 SECTION 79C(1)(C) - SUITABILITY OF THE SITE

The building is an existing mixed use development comprising commercial and residential uses and therefore the site is suitable for the proposed strata subdivision.

4.5 SECTION 79C(1)(D) - ANY SUBMISSIONS

Given the minor nature of the application, it is considered that notification would not be required.

4.6 SECTION 79C(1)(E) - PUBLIC INTEREST

The proposed re-strata subdivision does not in any way affect the public interest. The existing owners within the strata scheme will not be burdened by the reallocation of parking spaces.

5.0 CONCLUSION

The proposed strata subdivision will facilitate the sale of the Lots with sufficient parking spaces. The proposal has no impact on the quantum of commercial parking spaces and therefore will have no impact on residents or commercial tenants within the building.

This application is permissible with the development consent of Council and accordingly Council's approval of this application is recommended.

ANNEXURE 1

Copy of approved and registered plan of subdivision.

SCHEDULE OF UNIT ENTITLEMENT

SP66740

Block 46

LOT No.	U.E.
1	119
2	119
3	119
4	119
5	119
6	119
7	119
8	119
9	119
10	119
11	119
12	119
13	119
14	119
15	119
16	119
17	119
18	119
19	119
20	119
21	119
22	119
23	119
24	119
25	119
26	119
27	119
28	119
29	119
30	119

Block 45

LOT No.	U.E.
31	164
32	164
33	164
34	164
35	164
36	164
37	164
38	164
39	164
40	164
41	164
42	164
43	164
44	164
45	164
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49	164
50	164
51	164
52	164
53	164
54	164
55	164
56	164
57	164
58	164
59	164
60	164

Block 45

LOT No.	U.E.
61	164
62	164
63	164
64	164
65	164
66	164
67	164
68	164
69	164
70	164
71	164
72	164
73	164
74	164
75	164
76	164
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80	164
81	164
82	164
83	164
84	164
85	164
86	164
87	164
88	164
89	164
90	164

Block 45

LOT No.	U.E.
91	219
92	184
93	184
94	214
95	214
96	189
97	184
98	219
99	219
100	184
101	189
102	214
103	214
104	189
105	204
106	219
107	219
108	214
109	214
110	244
111	244
112	209
113	214
114	249
115	249
116	214
117	219
118	259
119	259
120	219

Block 45

LOT No.	U.E.
121	169
122	139
123	169
124	169
125	139
126	169
127	169
128	139
129	169
130	139
131	169
132	169
133	139
134	169
135	139

AGG. 22,635

Section 8(1) of the Building Act 1975
 Lengths are in metres

Mark

my



Surveyors Ltd. 117/119, Commercial Road, London, E16 1AA

CS

ANNEXURE 2

Copy of proposed plan of subdivision.

WARNING: CHANGES OR ADDITIONS WILL LEAD TO REJECTION

Form No. 2 of 1997

SCHEDULE OF UNIT ENTITLEMENT

STRATA PLAN

11101 05

LOT NO.	U.E.
1	117
2	119
3	119
4	119
5	91
6	91
7	93
8	83
9	84
10	84
11	104
12	104
13	104
14	104
15	104
16	105
17	107
18	107
19	107
20	107
21	111
22	111
23	111
24	111
25	111
26	119
27	119
28	119
29	119
30	119

11101 05

LOT NO.	U.E.
31	121
32	121
33	121
34	121
35	121
36	127
37	127
38	127
39	127
40	127
41	131
42	131
43	131
44	131
45	131
46	131
47	137
48	137
49	137
50	137
51	141
52	141
53	141
54	141
55	141
56	147
57	147
58	147
59	147
60	147

11101 05

LOT NO.	U.E.
61	151
62	151
63	151
64	151
65	151
66	157
67	157
68	157
69	157
70	157
71	161
72	161
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74	161
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81	171
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11101 05

LOT NO.	U.E.
91	219
92	219
93	219
94	221
95	221
96	221
97	221
98	227
99	227
100	227
101	227
102	231
103	231
104	231
105	231
106	237
107	237
108	237
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110	241
111	241
112	241
113	241
114	247
115	247
116	247
117	247
118	251
119	251
120	251

11101 05

LOT NO.	U.E.
121	319
122	319
123	319
124	319
125	319
126	319
127	319
128	319
129	319
130	319
131	319
132	319
133	319
134	319
135	319
136	319
137	319
138	319
139	319
140	319

DOOR NO.	LOT NO.	U.E.
501	77	77
502	69	69
503	89	89
504	89	89
505	107	107
506	93	93
507	152	152
508	106	106
509	77	77
510	89	89
511	113	113
512	83	83
513	219	219
514	219	219
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803	219	

LOWER GROUND LEVEL 1

STRATA PLAN



NOT TO BE TAKEN AS A BASIS FOR ANY OTHER WORK

IN READY TO BE SHOWN
BY THE DESIGNER
AS A PART OF A PROJECT

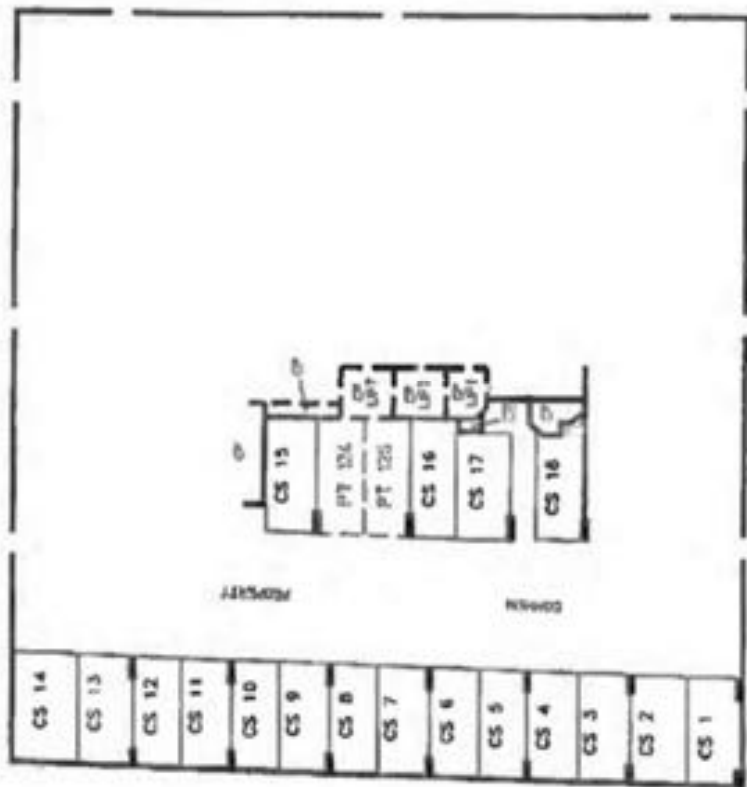
Production No. 100

Lengths are in meters

Scale: 1:100 (As shown on the plan)

STRATA PLAN

GROUND LEVEL



CS 15 TO 17 ARE CONSIDERED TO BE PART OF A RESIDENTIAL LOT AS SHOWN

40

IF SUCCEEDS CONDOMINIUM ACT ALL AREAS ARE APPROXIMATE

Reference Table B.174

Lengths are in metres

Strata Plan Form 2 (2017) General Purpose/Commercial Purpose/Residential Purpose
Form 2 (2017) - 10/10/2017 - 10/10/2017

LEVEL 5

STRATA PLAN



4-

- ▲ OWNER'S RESERVE
- OWNER'S COMMON PROPERTY
- OWNER'S COMMON PROPERTY
- ALL MEASUREMENTS ARE APPROXIMATE

THE STRATA PLAN OF THE TITHEBATS IS LIMITED TO THE EXTENT OF THE TITHEBATS AS SHOWN ON THE STRATA PLAN. THE STRATA PLAN IS LIMITED TO THE EXTENT OF THE TITHEBATS AS SHOWN ON THE STRATA PLAN. THE STRATA PLAN IS LIMITED TO THE EXTENT OF THE TITHEBATS AS SHOWN ON THE STRATA PLAN.

Reduction Ratio 5:100

Lengths are in metres



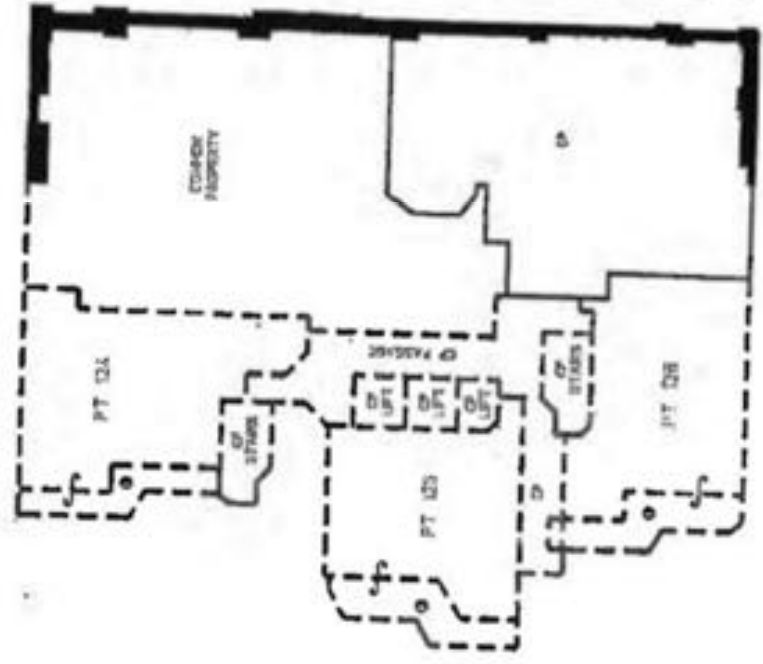
Surveyor Registered under the Surveyors Act 1981
 Registered Professional Engineer
 Registered Professional Engineer
 Registered Professional Engineer
 Registered Professional Engineer

WARNING: CHANGES TO FORMS WILL APPLY TO ALL PROJECTS

Form No. 1 of 3 Series

STRATA PLAN

LEVEL 7



CONSTITUTE THE OWNERS' CORPORATION
 ASSESSED TO HOLDERS OF UNIT ENTITLED
 TO THE USE OF THE STRATA SUPPLY SERVICES
 PROVIDED BY THE STRATA MANAGEMENT ACT 1985.
 THE STRATA MANAGEMENT ACT 1985 IS APPLIED TO
 THIS PLAN BY THE STRATA MANAGEMENT ACT 1985.
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 THIS PLAN BY THE STRATA MANAGEMENT ACT 1985.
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THE COMMON SEAL OF THE STRATA PLAN
 IS HEREBY APPLIED TO THIS PLAN BY THE STRATA
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 THE STRATA MANAGEMENT ACT 1985 IS APPLIED TO
 THIS PLAN BY THE STRATA MANAGEMENT ACT 1985.

"THIS SET MUST BE KEPT IN THE STRATA PLAN"

CONSTITUTE THE OWNERS' CORPORATION
 ASSESSED TO HOLDERS OF UNIT ENTITLED
 TO THE USE OF THE STRATA SUPPLY SERVICES
 PROVIDED BY THE STRATA MANAGEMENT ACT 1985.
 THE STRATA MANAGEMENT ACT 1985 IS APPLIED TO
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 THIS PLAN BY THE STRATA MANAGEMENT ACT 1985.

OWNER'S BALCONY
 MUST BE CONSIDERED AS A
 PART OF THE STRATA PLAN

Reduction Ratio 5:20

Lengths are in metres

ADDENDUM D – SPECIAL BY-LAWS

SPECIAL BY-LAW 8.

On the conditions set out in this by-law, the owner for the time being of Lot 133, 134 and 135 ("the owner") shall have a special privilege in respect of the common property to undertake and to maintain the following alterations and additions:

Installation of new office dividing walls and doors, adjustment of existing mechanical ventilation ducts and electrical fittings, installation of new fixtures and fittings, wall and floor finishes, removal of all redundant fittings and fixtures and removal of some existing partition walls so as to modify the existing commercial office space and the common property located on levels 5 and 6 into 15 strata office suites as shown in the drawings which form an exhibit to the minutes of meeting at which this by-law is made.

The undertaking of these alterations and additions is referred to in this by-law as "the works".

Conditions:-

The Works

1. Before commencing the works, the owner must:
 - i) provide the Owners Corporation with a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - ii) provide the Owners Corporation with a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - iii) effect all such insurances as may be required by law including public liability insurance for a sum not less than \$10 million. Such insurances will be maintained for the duration of the carrying out of the works. When requested by the Owner Corporation, the owner shall provide the Owner Corporation with a certificate of currency of the insurances effected under this by-law;
 - iv) a certification by a structural engineer in favour of the Owners Corporation that the works will not affect the structural integrity of the building or any part of it and that the existing concrete floor and walls are adequate to support the proposed works; and
 - v) together with the Building Management and Executive Committee agree a protocol under which the works are to be undertaken.
2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - i) use high standard quality and appropriate materials, in a proper and skilful manner;
 - ii) comply with all conditions and requirements of the local Council;
 - iii) comply with the Building Code of Australia and all pertinent Australian Standards;

- iv) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
 - v) must have access over the common property barbeque area located on level 6 to enable access to a proposed man/material hoist;
 - vi) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris;
 - vii) comply with any reasonable requirement of the Owners Corporation concerning storage of materials and debris;
 - viii) carry out the works between 7am and 5pm on Monday to Saturday (inclusive), excluding public holidays; and
 - ix) use reasonable endeavours to complete within 6 months of commencement of the works.
3. The owner may make any changes to the plans and specifications for the works as approved in this by-law including changing the number of proposed strata office suites (lots) to a maximum of 15 without the prior written consent of the Owners Corporation provided always that the Owners Corporation's prior written consent must be obtained if the changes are to alter the common property or of a structural nature.

After the Works

4. After completion of the works, the owner must give the Owners Corporation a copy of any requisite occupation certificate for the works.

Damage

5. The owner must repair promptly any damage caused or contributed to by:
- i) the works; or
 - ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

Indemnity

6. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
- i) the works; or
 - ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

Insurance

7. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 1.ii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.

Notices

8. The owner at his own expense must comply with any notice or requirement, relating to the works or improvements installed in the course of the works, of the local Council or other statutory authority, Tribunal or Court.

Costs

9. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration and enforcement of this by-law, including (without limitation) consultant's fees.
10. The owner will undertake to upgrade any infrastructure to essential services including air-conditioning, fire protection, power, communications, intercoms and letterboxes and such upgrades will be certified by an independent certifier appointed by the owner after consultation with the Owners Corporation.

STRATA SCHEMES MANAGEMENT ACT 1996
CONSENT TO SPECIAL PRIVILEGE BY-LAW

TO: The Secretary
The Owners – Strata Plan No 40414

AND: Land and Property Information
SYDNEY

I _____ being the owner of Lot No. _____ in Strata Plan No 40414 HEREBY
CONSENT to the making of a by-law conferring a special privilege upon the owners for the time
being of Lot _____ such by-law to be made by the Owners Corporation at a General Meeting to
be convened on the _____ of _____ 2006 or at an adjournment of that
meeting.

SIGNATURE OF OWNER

SIGNATURE OF OWNER

DATED: _____ day of _____ 2006

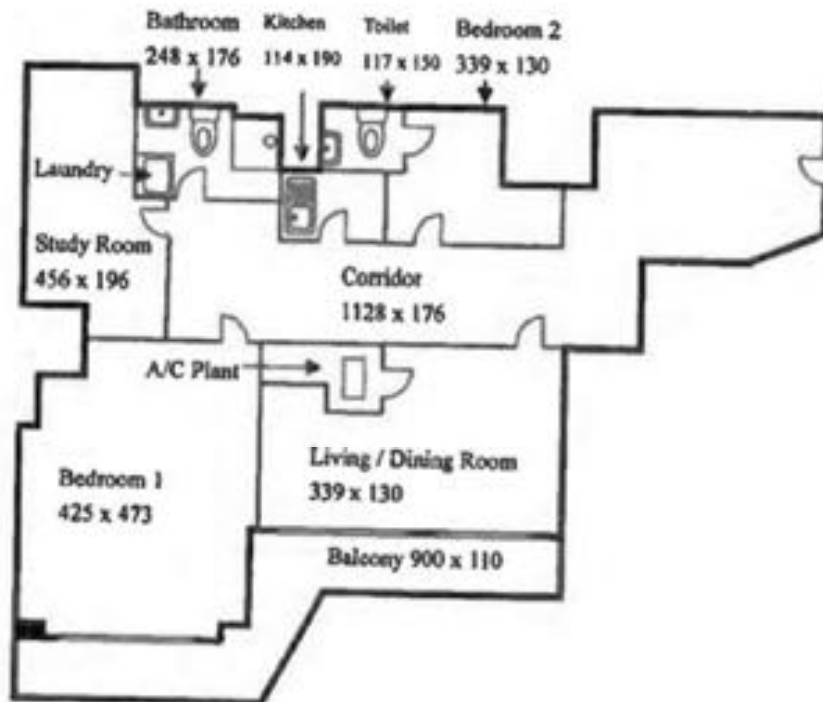
ADDENDUM E – SPECIAL BY-LAWS

SPECIAL BY-LAW 9.

1. Subject to the terms of this special by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.
2. The owners of Lot 133, 134 and 135 or any subsequent owners of the 15 strata lots of former Lots 133, 134 and 135 shall contribute an extra total amount of 2.25% ("Extra Contribution") to the total strata levy to cover additional cleaning and maintenance costs attributable to the alteration of the common property effected pursuant to this special by-law. The Extra Contribution is the total percentage of the following:
 - a. Extra cleaning and general maintenance costs – 1.25%;
 - b. Extra sinking fund – 1.00%.The owners of Lot 133, 134 and 135 or any subsequent owners of the 15 strata lots of former Lots 133, 134 and 135 shall contribute to the Extra Contribution in accordance with their unit entitlements as if the total of their respective unit entitlements is equal to 100 per cent.
3. The owner of Lot 133 or any subsequent owners of the new strata lots of former Lot 133 shall be bound by special by-law 7 relating to (former) Lot 133.
4. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law.

Proposed Floor Plan

CASTLEREAGH STREET



North

Scale 1cm = 1m (approx)



Unit 103,
267 - 277 Castlereagh Street,
Sydney NSW 2000
Prepared for application for
Development approval for
Dragonite Pty Ltd.
5 Regatta Way, Cabarita NSW 2137

ADDENDUM

B

APPLICATION FOR DEVELOPMENT

under the Environmental Planning and Assessment Act 1979 section 75A

Applications can be lodged at:

CBD One Stop Shop Town Hall House Level 2, 156 Kent Street Sydney NSW 2000 Ph (02) 9265 9333 Fax (02) 9265 7415 Postal GPO Box 1591 Sydney NSW 2001	Kings Cross 50-52 Darlinghurst Road Kings Cross NSW 2011	Glade 140 St Johns Road Glade NSW 2037	Redfern Tower 2, 1 Lawson Square Redfern NSW 2016	Erskineville 204 Erskineville Road Erskineville NSW 2013
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PART 1 Application and Site Details

It is important that we are able to contact you if we need more information. Please give us as much detail as possible. Council will deal only with the nominated applicant in the event of any query or communication regarding this application. Please note that information provided will be public information.

Important: Every owner must sign this form. Please read Note 1 carefully. Incomplete or inaccurate information on this section may result in rejection of the application.

Site

Address No Street Name

Building Name

Suburb

Lot no, DPSP, etc. Lot DPSP

val/lot

Applicant

Name/Company

Address

Contact Numbers Phone B/M Mobile

Email Fax No

Signature of Applicant Date

Name of Applicant

Consent of All Owner(s)

As the owner(s) of the above property, I/we consent to this application

Name/Company

Address

Contact Numbers Phone B/M Mobile

Email Fax No

Signature of Registered Owner(s) (see note 1)

Signature: <input type="text"/>	Date: <input type="text"/>
Print Name: <input type="text"/>	Position: <input type="text"/>
Signature: <input type="text"/>	Date: <input type="text"/>
Print Name: <input type="text"/>	Position: <input type="text"/>
Signature: <input type="text"/>	Date: <input type="text"/>
Print Name: <input type="text"/>	Position: <input type="text"/>

OFFICE USE ONLY

DA No: <input type="text" value="Dr"/>	Checked by Planner: <input type="text"/>
DA Fee: <input type="text"/>	Estimated Cost of Development: <input type="text"/>
DPNR Fee Paid (Plan First): <input type="text"/>	Checked by Customer Service Officer: <input type="text"/>
DA Advertising Notification Fee: <input type="text"/>	Date: <input type="text"/>
Integrated Development Fee: <input type="text"/>	Time: <input type="text"/>
Total Fees Paid: <input type="text"/>	File Closed - Date/Time: <input type="text"/>
Receipt No: <input type="text"/>	Application Key Indicator: <input type="text"/>

APPLICATION FOR DEVELOPMENT



PART 2 Description of Proposed Development

Type of development (Tick as applicable)	Additions (new floor space) <input type="checkbox"/> 01	Public utility works <input type="checkbox"/> 02	Signage <input type="checkbox"/> 03
	Construct a new building <input type="checkbox"/> 04	Landscaping works <input type="checkbox"/> 05	Temporary structures <input type="checkbox"/> 04
	Change of use (no work) <input type="checkbox"/> 06	Street/STP <input type="checkbox"/> 07	Service submission <input checked="" type="checkbox"/> 08
	Demolition <input type="checkbox"/> 09	Part of public entertainment <input type="checkbox"/> 08	Land submission <input type="checkbox"/> 09
	Alterations <input type="checkbox"/> 10	Outdoor sub/indoor seating <input type="checkbox"/> 10	Services (eg BCA/fit) <input type="checkbox"/> 10
	Plastering <input type="checkbox"/> 11	Commercial office refurbishment <input type="checkbox"/> 11	Other (eg swimming) <input type="checkbox"/> 11
	Demolish building/tilt work <input type="checkbox"/> 12	Professional consulting/trade class (scope of new residential house less than \$1,000,000) <input type="checkbox"/> 12	Licensed premises (existing, new & trading hours) <input type="checkbox"/> 12
	Final shop fit-out <input type="checkbox"/> 13	Internal refurbishment <input type="checkbox"/> 13	Consignee store <input type="checkbox"/> 13
	Integrated development <input type="checkbox"/> 14		Aspect of heritage (overpass/development rights) <input type="checkbox"/> 14

Detailed description: STRATA SUBDIVISION OF OFFICES

Existing use of site: MIXED COMMERCIAL / RESIDENTIAL BUILDING
 Location if within existing building: LOWER GROUND 1, GROUND LEVEL, LEVELS 5, 6 AND 7

PART 3 Other Approvals

Integrated Development (Tick as applicable)

Is this application for Integrated Development? (See Note 2) Yes No

If yes, which Act do you need approval under? Heritage Act 1977(s48) Roads Act 1993(s138) or any other Act listed (see Note 2)

If approval is required under the Heritage Act 1977, do any exemptions apply under that Act? Yes No

If yes, and the development is wholly covered by the exemptions, the application will not be treated as Integrated Development. Please provide a copy of any exemptions under the Heritage Act 1977.

Construction Certificate: Is a construction certificate application to be lodged with Council at the same time as this application? Yes No

Approvals under s68 Local Government Act 1993: Do you also require any approvals under s68 of the Local Government Act 1993? Yes No

If yes, you will also need to complete and lodge a separate Application for Approval which should be lodged with the development application with details of proposal included in development application. Generally, Section 68 refers to approvals relating (but not limited) to structures or places of public entertainment, water supply, sewerage and stormwater drainage work, management of waste, community land, public lands and other activities. To ensure compliance, refer to the Local Government Act 1993, Section 68, and Regulation.

Tree removal: Is a tree to be pruned or removed? Yes No

If yes, you will need to lodge an Application to Prune / Remove Tree(s) on Private Land

Form 503 - 10 - 1/10/2015

Page 2 of 6

APPLICATION FOR DEVELOPMENT

TABLE 1: Details of proposed development

Estimated Cost of Development and Cost Ratios (see note 1)

Estimated cost of development	<input type="text" value="NA"/>	Gross floor area (hotelserviced apartments - indicate one or both)	<input type="text"/>
Site area	<input type="text"/>	Gross floor area plus excluded floor space (eg parking services (see note 2))	<input type="text"/>
Gross floor area (commercial)	<input type="text"/>	Floor space ratio	<input type="text" value="NA"/>
Gross floor area (residential)	<input type="text" value="NA"/>		

For all development between \$150,000 and \$2 million please complete the following.
 For Stage 1 Development Applications, please complete the relevant cost details.
 For development over \$2 million, a Quantity Surveyor's Certificate of Cost is required.

	Total (incl. GST)	Cost Ratio (%) of total cost
Cost of demolition and site preparation	<input type="text"/>	<input type="text"/>
Cost of excavation	<input type="text"/>	<input type="text"/>
Cost of construction (including carparking)	<input type="text"/>	<input type="text"/>
Cost of carparking / loading	<input type="text"/>	<input type="text"/>
Cost of fit-out (commercial)	<input type="text"/>	<input type="text"/>
Cost of fit-out (residential)	<input type="text"/>	<input type="text"/>
Cost of professional fees	<input type="text"/>	<input type="text"/>
Total	<input type="text"/>	<input type="text"/>

Type of Application (as applicable)

Is this to be a staged DA? Yes No

If yes, is it for: stage One stage Two later stage

Is there an adopted Development Plan or Master Plan in force? Yes No

If yes, adoption date:

New buildings / alterations and additions - all sections must be completed for all applications.

	existing	proposed
building height (m) in metres (overall)	<input type="text"/>	<input type="text"/>
site coverage	<input type="text"/>	<input type="text"/>
open space / landscaped area (m ²)	<input type="text"/>	<input type="text"/>
> existing ground level (m ²)	<input type="text"/>	<input type="text"/>
> balconies (m ²)	<input type="text"/>	<input type="text"/>
> roof deck (m ²)	<input type="text"/>	<input type="text"/>
number of residential dwellings		
studio	<input type="text"/>	<input type="text"/>
1 bedroom	<input type="text"/>	<input type="text"/>
2 bedrooms	<input type="text"/>	<input type="text"/>
3 bedrooms	<input type="text"/>	<input type="text"/>
4 bedrooms	<input type="text"/>	<input type="text"/>
number of serviced apartments	<input type="text"/>	<input type="text"/>
number of hotel rooms	<input type="text"/>	<input type="text"/>
commercial space (m ²)	<input type="text"/>	<input type="text"/>

APPLICATION FOR DEVELOPMENT



PART 4 Details of proposed development (cont.)

Parking / loading facilities

Number of off-street parking spaces

Existing	Proposed
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Number of off-street loading spaces

For subdivision

Type of subdivision

Strata subdivision

Land subdivision

New road

Number of lots

Existing	Proposed
<input type="text" value="2"/>	<input type="text" value="15"/>

For retail, offices, commercial, hotels or industrial uses

Hours of operation

Monday-Friday

Saturday

Sunday

Existing	Proposed
<input type="text" value="08:00-18:00"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

For signs

Describe details of proposed signs, including the number, width, height, wording and type. Plans of signage must accompany application.

Boarding house / low cost accommodation

Is the current use of the premises (or the last use if vacant) a boarding house, or does it provide low cost accommodation?

Yes

No

If yes, how many beds?

Existing

Proposed

Site contamination

Is this site contaminated as a result of past uses?

Yes

No

Unsure

Details of contamination if known

Has a site Contamination Report (Phase 1 and/or Phase 2) been submitted with this application?

Yes

No NA

Critical habitat

Is this land part of critical habitat? (see note 4)

Yes

No

Fire Safety Schedule (see note 5)

Will the development result in a change in the BCA classification of the building?

Yes

No

If yes, will a Construction Certificate be required?

Yes

No

If yes, you must complete a Fire Safety Schedule and include it with this application, specifying the fire safety measures that should be implemented in the building premises.

Form 000 (1) - Page 36

12

APPLICATION FOR DEVELOPMENT

PART 5 Environmental Impact

Environmental impact (see note 6)

A Statement of Environmental Effects is attached

Yes

No

If the development is for Designated Development, an Environmental Impact Statement is attached

Yes

No

If no, and the development is considered to have a negligible effect please state the reasons why

PART 6 Design Verification Statement

A Design Verification Statement is attached (see note 7)
(required for a residential flat building comprising three or more storeys or four or more self-contained dwellings - see note 7)

Yes

No

PART 7 BASIX Certificate

The Building Sustainability Index (BASIX) is a web-based planning tool designed to assess the potential performance of residential buildings against a range of sustainability indices.

A BASIX Certificate identifies the sustainability features required to be incorporated in the building design. These features may include sustainable design elements such as recycled water, rainwater tanks, AAA-rated showerheads and taps, native landscaping, heat pump or solar water heaters, gas space heaters, roof eaves/sunrings and wall/ceiling insulation.

You need a BASIX Certificate in the City of Sydney when BASIX applies to the type of development for which you require approval. Commencement dates and details of types of development are at www.basix.nsw.gov.au.

The applicant is required to submit the BASIX Certificate with the Development Application or Complying Development Certificate application. The plans and specifications must also identify the BASIX commitments which will be checked by a professional building certifier during construction. Where submitted plans or specifications are inconsistent with the relevant BASIX Certificate, Council should require applicants to submit consistent applications before progressing the assessment process, either by amending plans / specifications or by submitting a new BASIX Certificate with commitments that match the rest of the application.

Applicants can generate the BASIX Certificate only on the NSW Department of Infrastructure, Planning and Natural Resources' BASIX website: www.basix.nsw.gov.au.

For more information, phone DPNR's BASIX Help Line on 1 300 650 908.

APPLICATION FOR DEVELOPMENT

Part 8 Declaration

Privacy and personal information protection notice

Purpose of Collection: For assessment of development applications by the consent authority and any relevant state government agency

Intended recipients: Council staff

Supply: Lodgement of documents is mandatory

Access/Correction of information: Council Officers or Freedom of Information Application

Storage: Council Offices / Town Hall House, 456 Kent Street, Sydney

Checklist & declaration

All the details sought in this form and the accompanying checklist must be provided if you are planning a large scale development or development on land that is environmentally sensitive you will also need to seek advice from Council's staff, as additional information may be required. On-site inspections are carried out prior to the determination of any application. As a result of this inspection, or from a preliminary assessment, further information may sometimes be required. A Council Officer will contact you soon after their initial inspection if this is the case.

The completed checklist must be submitted with this application.

Failure to provide the required documentation of an acceptable standard will result in your application being returned.

What you need for lodgement

Check by ticking the appropriate boxes:

- DA form
 DA Checklist and all associated plans & documents
 BASIX certificate
 Fees

Yes No

Do the plans and/or specifications show residential parts of a building (other than height and exterior configuration)?

If yes, may Council exhibit, allow inspection of, and provide copies on request of these plans and/or specifications?

Important notice:

Council will not process DA's that are incomplete or non-complying with lodgements requirements. These will be returned to applicants within 7 days (see note 10)

Check fee calculation with Council staff prior to lodgement. Building work will be valued independently by using the latest building cost indicators.

Declaration

- I apply for approval to carry out the development or work described in this application. I declare that all the information in the application and checklist is to the best of my knowledge, true and correct.
- I also understand that if the information is incomplete, the application may be delayed or rejected or more information may be requested. I acknowledge that if the information provided is misleading any approval granted 'may be void'.
- I accept delays in processing will arise out of any inadequacies in the material submitted in support of the application.
- I declare that the electronic data provided is a true copy of all plans and associated documents submitted with this development application.
- I declare that the electronic data is not corrupted and does not contain any viruses.
- I understand that the city will use the information and materials provided for notification and advertising purposes. (see note 11)
- I understand that the information and materials provided will be made available to the public for inspection and copying at council's customer service areas and on council's web site.

Signature:

Date:

APPLICATION FOR DEVELOPMENT

Part 9 Checklist for lodging a Development Application

The following information is required for every development application in digital and hard copy/printed format. All digital information should be contained on one CD.

All plans are to be collated and folded to A4 Size, drawing number showing in ordered sets

	Applicant	CSO checked
Owner's consent (see note 1)	<input type="checkbox"/>	<input type="checkbox"/>
Applicant's Signature on application form	<input type="checkbox"/>	<input type="checkbox"/>
Digital file requirements (see Digital File Formats Requirements for DAs brochure) Virus Free?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Survey plan Location plan Site plan (see note 8) Existing floor plan Proposed floor plan All elevations Statement of Environmental Effects (if not completed on form) Quantity Surveyor certificate (if required) See next section below for further requirements if necessary 		
Survey plan <ul style="list-style-type: none"> The survey plan needs to be to scale, (showing relative levels to AHD) and include details of adjoining developments 	<input type="checkbox"/>	<input type="checkbox"/>
Drawings to scale including location plan, site plans, existing floor plans, proposed floor plans, all elevations. (see note 9)	STRATA PLAN <input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> For minor developments such as change of use, signs, shop fit out or single residential dwellings: 6 sets (3 sets coloured) including one A4 set All others: 10 sets (3 sets coloured) including one set A4 Integrated Development: 1 extra set required for each referral agency 		
Statement of environmental effects or environmental impact statement (note 6) <ul style="list-style-type: none"> For minor developments such as change of use, signs, shop fit out or single residential dwellings: 6 copies All others: 10 copies Integrated Development: an extra copy for each referral agency If the development is minor, complete the environmental impact statement section on the form 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quantity Surveyor's certificate of cost of development report <ul style="list-style-type: none"> If the development exceeds \$2 million 	<input type="checkbox"/>	<input type="checkbox"/>
<p>The following information is required for new building, major alterations / additions and other developments, in hard copy/printed format. A digital copy of each of the following items are required for inclusion in the notification CD when required for DA assessment. Please provide a minimum of 3 paper/hard copies in addition to digital copy - more may be requested</p>		
A State Environmental Planning Policy No 1 SEPP1 Objection <ul style="list-style-type: none"> If the building does not comply with a development standard contained in the relevant LEP 	<input type="checkbox"/>	<input type="checkbox"/>
Photomontage <ul style="list-style-type: none"> For all new buildings and major alterations / additions 	<input type="checkbox"/>	<input type="checkbox"/>
Perspectives <ul style="list-style-type: none"> For all new buildings and major alterations / additions In addition for all major developments a digital copy is required for Councilor presentation. 	<input type="checkbox"/>	<input type="checkbox"/>
Shadow diagrams <ul style="list-style-type: none"> Where there are changes proposed to the building envelope Diagrams to show existing and proposed impacts at the Midwinter (21 June) and if applicable elevation shadows if shadow fall upon neighbouring window/openings. 	<input type="checkbox"/>	<input type="checkbox"/>
Landscape plan <ul style="list-style-type: none"> For all new residential buildings, commercial development, industrial development, mixed use development and special use development 	<input type="checkbox"/>	<input type="checkbox"/>

Date: 01/01/2011 Page: 10/11



Page 7 of 11

APPLICATION FOR DEVELOPMENT Checklist for lodging a Development Application (cont.)

	Applicant	CSO checked
Heritage Impact Statement and/or Conservation Management Plan and/or Demolition Report		
• Is properly a heritage item or within a conservation area? Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• For all buildings which are or adjoin a heritage item or are within a conservation area		
Archaeological Baseline report		
• If the site is identified in the draft Archaeological Zoning Plan for Central Sydney 1992	<input type="checkbox"/>	<input type="checkbox"/>
Acoustic report		
• For all new residential buildings	<input type="checkbox"/>	<input type="checkbox"/>
Noise Impact statement		
• For new licensed premises, extension of trading hours of licensed premises and for other uses which generate noise. For example: industrial uses, substations, places of public entertainment	<input type="checkbox"/>	<input type="checkbox"/>
Plan of management		
• For all applications for POPE and licensed premises, convenience stores and where the use requires	<input type="checkbox"/>	<input type="checkbox"/>
Security management plan		
• For all new residential buildings, applications for POPE and licensed premises, convenience stores and where the use requires	<input type="checkbox"/>	<input type="checkbox"/>
Traffic and parking study		
• For all new buildings and where the use may generate additional traffic and parking requirements	<input type="checkbox"/>	<input type="checkbox"/>
Energy Efficiency report		
• For all new buildings and major alterations / additions - details for solar hot water systems for applications in Glebe / Forest Lodge are also to be provided	<input type="checkbox"/>	<input type="checkbox"/>
Sample board and specification of finishes		
• For all new buildings and major alterations / additions	<input type="checkbox"/>	<input type="checkbox"/>
A Design Verification Statement		
• For new residential flat buildings	<input type="checkbox"/>	<input type="checkbox"/>
BCA statement / building services report / alternate solution or fire engineering report		
• For all new buildings, major alterations / additions or when varying the provisions of the BCA	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical report		
• For excavation works	<input type="checkbox"/>	<input type="checkbox"/>
A list of category 1 fire safety provisions		
• For development involving a change of use of a building other than a dwelling house or a building or structure that is ancillary to the dwelling house	<input type="checkbox"/>	<input type="checkbox"/>
Reflectivity report		
• For all new buildings and as required	<input type="checkbox"/>	<input type="checkbox"/>
Wind effects report		
• For all new buildings which exceed 45 metres in height	<input type="checkbox"/>	<input type="checkbox"/>
Contamination Report		
• A detailed Environmental Investigation is required where the land use is change from non-residential to a more sensitive use. Please refer to the City of Sydney Contaminated Land DCR 2004.	<input type="checkbox"/>	<input type="checkbox"/>
Waste management plan		
• For all new residential buildings	<input type="checkbox"/>	<input type="checkbox"/>
Conservation Management Plan		
• For all new buildings	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Management Plan		
• For all new buildings	<input type="checkbox"/>	<input type="checkbox"/>
Additional material		
BASIX Certificate		
• For all new residential dwellings. This certificate can only be obtained through the BASIX website: www.basix.nsw.gov.au . Council cannot accept your application without this certificate	<input type="checkbox"/>	<input type="checkbox"/>
Models		
• Physical and digital 3D models to Council specifications must be lodged with application	<input type="checkbox"/>	<input type="checkbox"/>
• Physical and digital 3D models are required for any development that involves changes to the building envelope for the CRD, and for all other areas, new developments or major alterations and additions that result in a building over three storeys in height. The model is to be at 1:500 scale. Please contact Council model making staff to discuss all requirements in relation to providing a physical and a digital 3D model prior to lodgement of the application.		

Notes for completing Application for Development

- Note 1**
- 1) The EP&A Act requires that all owners consent to the lodging of an application.
 - 2) It is the applicant's responsibility to clearly demonstrate that all owners have consented to the lodging of the application.
 - 3) Owners which are companies must indicate consent by signing under seal or as otherwise authorised under Corporations Law.
 - 4) Individual owners must sign and print their names. Where there is more than one owner, all owners must sign.
 - 5) An application relating to a strata plan must have the Strata Plan seal affixed where the works involve the common property.
 - 6) Where proposed work affects a party wall, consent of both owners is required in writing (eg Semi-detached or terrace dwelling).
 - 7) Managing agents must have a written authority from the owner, clearly indicating that the authority is current, consenting to the lodging of, or empowering the applicant to lodge the application.
 - 8) A person acting under registered power of attorney must quote book and page number or provide a full copy of the power of attorney.

Note 2 Integrated Development is development that requires development consent and one or more of the following approvals:

- Heritage Act 1977** s58 > approval in respect of the doing or carrying out of an act, matter or thing referred to in s57 (1)
 s57 (1) of the Heritage Act 1977 applies to building works, relic or places on the State Heritage Register
- Roads Act 1993** s138 > consent to:
- a) erect a structure or carry out a work in, on or over a public road, or
 - b) dig up or disturb the surface of a public road, or
 - c) remove or interfere with a structure, work or tree on a public road, or
 - d) pump water into a public road from any land adjoining the road, or
 - e) connect a road (whether public or private) to a classified road
- Other Acts to which Integrated Development apply are:**
- > Fisheries Management Act 1994 - s144, s201, s205
 - > Mine Subsidence Compensation Act 1964 - s15
 - > National Parks and Wildlife Act 1974 - s90
 - > Protection of the Environment and Operations Act 1996
 - > River and Foreshores Improvement Act 1948 - part 3A
 - > Waste Minimisation and Management Act 1995 - s4
 - > Water Act 1912 - s10, s13A, s146, s206, s206A, s20L, s114, part B

An application for Integrated Development must include:

- a) sufficient information for the approval body to make an assessment of the application
- b) an additional fee of \$110 to Council
- c) an additional fee of \$250 for each approval body in the form of a cheque made out to the approval body
- d) an additional three copies of the plans and any relevant reports/statements
- e) completion of the Integrated Development referral letter

Note 3 In the case of construction or building work, the development application fee is based on the estimated cost of development.

Where the estimated cost of the development is between \$150,000 and \$2 million, the cost-rates on the development application form must be completed. You will need to provide Council with the site area, gross floor area (for all uses), cost of demolition and site preparation, excavation fit-out (for all uses), car parking and professional fees.

You will also need to provide two calculations in respect to Floor Space Area. The first calculation is to be consistent with the Sydney Local Environmental Plan 2005 (SLEP 2005) (if the development is in Central Sydney or Ultimo-Pyrmont), Leichhardt LEP 2000 (if the development is in the former Leichhardt LGA) or South Sydney LEP 1998 (if the development is in the former South Sydney LGA). The second calculation will need to include all areas being those areas excluded from the gross floor area calculation according to SLEP 2005, for example parking and services.

Note that if the building works are only for part of a building, then you will only be required to provide the gross floor area for the area of the proposed building works.

For developments over \$2 million, a detailed Itemised Quantity Surveyor's report verifying the cost must be submitted on lodgement of the development application, in the Council approved format available on the Council's website.

In the case of development which exceeds \$40 million in cost, it is imperative that an accurate estimate is determined at development application stage as this will determine the correct Consent Authority. Please note that the Central Sydney Planning Committee is the Consent Authority for all development over \$50 million and where a State Environmental Planning Policy No.1 (SEPP No.1) Objection has been lodged.

Misrepresenting the value of the development application may necessitate an entire re-assessment / redetermination of the matter.

KOOPER&LEVI
STRATA MANAGEMENT

Ph. (02) 9371 9090
Fax. (02) 9371 9090
pkllp@kooperlevi.com.au

Level 1, 520 Old South Head Road
Rose Bay NSW 2029
ABN 30 115 074 596

**ADDENDUM TO NOTICE OF AN EXTRAORDINARY GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 40414**

ADDRESS OF THE STRATA SCHEME: MUSEUM TOWERS
267 - 277 Castlereagh Street
Sydney NSW 2000

**DATE, PLACE & TIME
OF MEETING:** An Extraordinary General Meeting of The Owners -
Strata Plan No. 40414 will be held on Monday, 22 May
2006 on Level 8, the community space beside the pool
(on site). The meeting will commence at 6:00pm

ADDITIONAL MOTIONS:

16. **LOT 131
APPLICATION
AFFIXING THE
COMMON SEAL:** That the Owners - Strata Plan No. 40414 RESOLVE to
(requested by lot 131) affix the common seal on the development applications
received from the owner of Lot 131 so far as the request
effects common property. (Please refer to Addendum G)

Date of this Addendum notice: Tuesday, 9 May 2006

Handendum "Gr"

May 2, 2006

Mr Philip Kooper
Kooper & Levi Strata Management
Level 1
520 Old South Head Road
Rose Bay NSW 2029

RE: STRATA PLAN 40414
Specifically Unit 131 Museum Towers
267-277 Castlereagh Street, Sydney 2000

Dear Mr. Kooper,

Thank you for your time and assistance in April and I would like to duly inform you that Richard Genovese of Genovese Investment Solutions Pty Ltd has exchanged contracts on 2nd May and is expecting to settle on or before the 13th June, 2006.

Further to our telephone conversation on the 20th April I now enclose two development applications duly signed by the current owners (being Meriton) which we would like your consent to lodge.

Background

Richard Genovese

Richard Genovese is a business investor and business reconstruction specialist. He currently lives in the Hunter Valley and comes to Sydney 3-5 days per week. Often working 18-20 hours per day on projects, we require a zoning to allow both the seeing of clients and sleeping overnight.

Unit 131 – Overview

- Unit 131 is located on the 9th Floor.
- There are only two units on this floor
- The unit doesn't feel closed in with a distant view of the mountains
- The units are on opposing ends of the floor and can not be viewed from each other
- Level 9 was added after the original building was approved and built as an afterthought when Meriton realised there was a large cavity above the pool
- Unit 131 is poorly designed as a commercial unit as it was built around pillars and exposed beams with a large 1m high storage area and very little usable wall space.
- Having a 57.5m² terrace with such a small internal space does not generally suit commercial users.

Development Applications

DA1

Change of use from Commercial to Residential with use as a Home Office

- This will allow Richard to work throughout the night and sleep for a few hours before his morning meetings
- This will enable Richard to see clients

Note: With a commercial zoning you may not sleep overnight.
With a residential zoning you cannot use it for work; that is you cannot see clients etc. This appears to be the zoning that allows both.

Remove extra toilet and turn it into a shower room

- This will facilitate sleeping overnight and thus the change of use

DA2

Capture under balcony area and gain an extra 17.84m internal floor space

- Enclosing under the balcony area would be done exactly as the ones around it; that is in the same style, colour, finish etc
- Cannot be viewed by the residential tower
- Is consistent with the style and feel of the building
- Would still leave a substantial terrace
- Extra internal floor space would make the unit vastly more useable, as it is nearly the size of the 1m high storage area

Tile the terrace

- Currently the terrace has synthetic grass which is peeling up, has unsightly cigarette burns and is generally unappealing
- Terrace would be tiled exactly the same as the common property BBQ area directly below it giving a seamless sense of continuity when view from above. This would obviously enhance the visual appeal when viewed from the residential tower.

Change bathroom from 2 rooms into 1

- Joining the shower room and toilet room into one room will be more like a bathroom
- Better design will give a more spacious feel

In Conclusion

- We have spent many months looking for a unit
- Many are closed in with no room to move, often looking straight into another buildings' window
- We love the view of the mountains and the terrace allowing you to go outside and breathe the air
- We appreciate the building appears well looked after and the residents have concern and due care on their agenda
- We acknowledge we have unusual circumstances as we work long hours and need to see clients as well as sleep overnight and need to fit into council usage regulations
- We believe the unit would be more useable for anyone with the extra floor space
- We believe tiling the terrace would be aesthetically pleasing for everyone
- We don't believe any of the other planned alterations can be viewed by the rest of the building or any of the streets due to the angle and location of this unit.

Philip, we thank you in advance for your time and effort in this matter. I understand you will contact the Executive Committee on our behalf. Richard would like to be present at that meeting if possible to answer questions that may be raised and to help to expedite our request. Ideally if we had your approval we would like an answer from council prior to settlement in June. If you require anything further kindly contact me on 0412 354 115.

Yours Faithfully,



Renata Dooley.



Richard Genovese.
Director
Genovese Investment Solutions P/L

APPLICATION FOR DEVELOPMENT

Under the Environmental Planning and Assessment Act 1979 section 78A

All applications to be lodged at:

City East
 Council Mail House
 The Shop Shop
 Unit 1, 456 Kent Street
 Sydney NSW 2000
 Ph: (02) 9265 9255
 Fax: (02) 9265 9115

City East
 Neighbourhood Service Centre
 50-52 Darlinghurst Road
 Kings Cross NSW 2011
 Ph: (02) 9246 4680
 Fax: (02) 9246 4670

City East Mail
 Neighbourhood Service Centre
 160 St Johns Road
 Glebe NSW 2037
 Ph: (02) 9298 3190
 Fax: (02) 9298 3199

Redfern
 Neighbourhood Service Centre
 Tower 2, 1 Lawson Square
 Redfern NSW 2016
 Ph: (02) 9288 5105
 Fax: (02) 9288 5997



PART I Application and Site Details

Site: 131/267-277
 Address: No. [] Street Name: Conterburgh St
 Building Name: Museum Towers
 Suburb: Sydney NSW 2000
 Lot no, DPSP, Vfiled etc. Lot: 131 DPSP: 40814
 Vfiled: []

It is important that we are able to contact you if we need more information. Please give us as much detail as possible.

Council will deal only with the nominated applicant in the event of any query or communication regarding this application.

Please note that information provided will be public information.

Important: Every owner must sign this form. Please read this form carefully. Incomplete or inaccurate information on this section may result in rejection of the application.

Applicant
 Name/Company: Greenwood Investment Services
 Address: No 131/267
 Contact Numbers: Phone B/B: [] Mobile: []
 Email: [] Fax No: []
 Signature of Applicant: [Signature] Date: 1.5.2006
 Name of Applicant: Richard Connors

Consent of All Owner(s)
 As the owner(s) of the above property I/we consent to this application.
 Name/Company: Heston Apperley ABNACN
 Address: Level 5, 267 Conterburgh St
 Contact Numbers: Phone B/B: [] Mobile: []
 Email: [] Fax No: []
 Signature of Registered Owner(s) (see note 1):
 Signature: [Signature] Date: []
 Print Name: John Apperley Position: Director
 Signature: [Signature] Date: 2.5.06
 Print Name: R. Connors Position: Secretary
 Signature: [] Date: 2.5.06
 Print Name: [] Position: []



OFFICE USE ONLY

DA No:	[]	Checked by Planner:	[]
DA Fee:	[]	Estimated Cost of Development:	[]
DPNR Fee Paid (Plan First):	[]	Checked by Customer Service Officer:	[]
DA Advertising Notification Fee:	[]	Date:	[]
Integrated Development Fee:	[]	Time:	[]
Total Fees Paid:	[]	File Created - Date/Time:	[]
Receipt No:	[]	Application Key Indicator:	[]

APPLICATION FOR DEVELOPMENT

PART 2 Description of Proposed Development

Type of development (Tick as applicable)	Additions (new floor space) <input type="checkbox"/> DA	Mobile coffee carts <input type="checkbox"/> DA	Signage <input type="checkbox"/> DA
	Construct a new building <input type="checkbox"/> DA	Landscape works <input type="checkbox"/> DA	Temporary waste structure <input type="checkbox"/> DA
	Change of use (no work) <input checked="" type="checkbox"/> DC	Brothel/ISP <input type="checkbox"/> DA	Strata subdivision <input type="checkbox"/> DAU
	Demolition <input type="checkbox"/> DA	Place of public entertainment <input type="checkbox"/> DA	Land subdivision <input type="checkbox"/> DAU
	Alterations <input type="checkbox"/> DA	Outdoor cafe/outdoor seating <input type="checkbox"/> DA	Services (eg BCA fire) <input type="checkbox"/> DA
	Masterplan <input type="checkbox"/> DA	Commercial office fit-out/renovations <input type="checkbox"/> DA	Other (eg swimming pool) <input type="checkbox"/> DA
	Demolish buildings/site work <input type="checkbox"/> DA	Professional consulting/health clinic <input type="checkbox"/> DA	Licensed premises (including new & trading hours) <input type="checkbox"/> DA
	Retail shop fit-out <input type="checkbox"/> DA	Erection of new sign/notice (less than \$1,000,000) <input type="checkbox"/> DA	Compliance store <input type="checkbox"/> DA
	Integrated development <input type="checkbox"/> DA	Internal refurbishment <input type="checkbox"/> DA	Award of heritage floor space/conservation works <input type="checkbox"/> DA

Detailed description - Change of use from Commercial to Residential with a will to use as Commercial office
Remove one toilet, live load room and convert to a shopping room

Existing use of site Commercial
 Location if within existing building Level 9, uppermost commercial level (in pool cove cavity) one level below residential tower

PART 3 Other Approvals

Integrated Development (Tick as applicable)

Is this application for Integrated Development? (see Note 2) Yes No

If yes, which Act do you need approval under? Heritage Act 1977(s58) Roads Act 1993(s138) or any other Act listed (see Note 2)

If approval is required under the Heritage Act 1977, do any exemptions apply under that Act? Yes No

If yes, and the development is wholly covered by the exemptions, the application will not be treated as Integrated Development. Please provide a copy of any exemptions under the Heritage Act 1977.

Construction Certificate
 Is a construction certificate application to be lodged with Council at the same time as this application? Yes No
 If yes, complete and lodge the Application for Construction Certificate

Approvals under s68 Local Government Act 1993
 Do you also require any approvals under s68 of the Local Government Act 1993? Yes No

If yes, you will also need to complete and lodge a separate Application for Approval which should be lodged with the development application with details of proposal included in development application.
 Generally Section 68 refers to approvals relating (but not limited) to structures or places of public entertainment, water supply, sewerage and stormwater drainage work, management of waste, community land, public lands and other activities. To ensure compliance, refer to the Local Government Act 1993, Section 68, and Regulation.

APPLICATION FOR DEVELOPMENT



PART 4 Details of proposed development

Estimated Cost of Development and Cost Ratios (see note 3)

Estimated cost of development	<input type="text"/>	Gross floor area (hotel/serviced apartments - indicate one or both)	<input type="text"/>
Site area	109 m ²	Gross floor area plus excluded floor space eg parking services (see note 3)	126 m ²
Gross floor area (commercial)	<input type="text"/>	Floor space ratio	10:23:1
Gross floor area (residential)	<input type="text"/>		

For all development between \$150,000 and \$2 million please complete the following.
 For Stage 1 Development Applications, please complete the relevant cost details.
 For development over \$2 million, a Quantity Surveyor's Certificate of Cost is required.

	Total (incl. GST)	Cost Ratio (% of total cost)
Cost of demolition and site preparation	<input type="text"/>	<input type="text"/>
Cost of excavation	<input type="text"/>	<input type="text"/>
Cost of construction (excluding carparking)	<input type="text"/>	<input type="text"/>
Cost of carparking / loading	<input type="text"/>	<input type="text"/>
Cost of fit-out (commercial)	<input type="text"/>	<input type="text"/>
Cost of fit-out (residential)	<input type="text"/>	<input type="text"/>
Cost of professional fees	<input type="text"/>	<input type="text"/>
Total	<input type="text"/>	<input type="text"/>

Type of Application (pin as applicable)

Is this to be a staged DA?

If yes, is it for

stage One

Yes

stage Two

No

Is there an adopted Development Plan or Master Plan in force?

Yes

later stage

If yes, adoption date

No

New buildings / alterations and additions - all sections must be completed for all applications.

	existing	proposed
building height (RL) in metres (overall)	<input type="text"/>	<input type="text"/>
site coverage	<input type="text"/>	<input type="text"/>
open space / landscaped area (m ²)	<input type="text"/>	<input type="text"/>
> existing ground level (m ²)	<input type="text"/>	<input type="text"/>
> balconies (m ²)	<input type="text"/>	<input type="text"/>
> roof deck (m ²)	<input type="text"/>	<input type="text"/>
number of residential dwellings		
studio	<input type="text"/>	<input type="text"/>
1 bedroom	<input type="text"/>	<input type="text"/>
2 bedrooms	<input type="text"/>	<input type="text"/>
3 bedrooms	<input type="text"/>	<input type="text"/>
4 bedrooms	<input type="text"/>	<input type="text"/>
number of serviced apartments	<input type="text"/>	<input type="text"/>

APPLICATION FOR DEVELOPMENT

PART 4 Details of proposed development (cont.)

Parking / loading facilities

	Existing	Proposed
Number of off-street parking spaces	<input type="text"/>	<input type="text"/>
Number of off-street loading spaces	<input type="text"/>	<input type="text"/>

For subdivision

Type of subdivision

Strata subdivision
 Land subdivision
 New road

Number of lots

Existing	Proposed
<input type="text"/>	<input type="text"/>

For retail, offices, commercial, hotels or industrial use

Hours of operation

	Existing	Proposed
Monday-Friday	<input type="text"/>	<input type="text"/>
Saturday	<input type="text"/>	<input type="text"/>
Sunday	<input type="text"/>	<input type="text"/>

For signs

Describe details of proposed signs including the number, width, height, wording and type. Plans of signage must accompany application.

<input type="text"/>
<input type="text"/>
<input type="text"/>

Boarding house / low cost accommodation

Is the current use of the premises (or the last use if vacant) a boarding house, or does it provide low cost accommodation?

Yes No

If yes, how many beds?

Existing Proposed

Site contamination

Is this site contaminated as a result of past uses?

Yes No Unsure

Details of contamination if known

<input type="text"/>
<input type="text"/>

Has a site Contamination Report (Phase 1 and/or Phase 2) been submitted with this application?

Yes No

Critical habitat

Is this land part of critical habitat? (see note 4)

Yes No

Fire Safety Schedule (see note 5)

Will the development result in a change in the BCA classification of the building?

Yes No

If yes, will a Construction Certificate be required?

Yes No

If yes, you must complete a Fire Safety Schedule and include it with this application, specifying the fire safety measures that should be implemented in the building premises.

APPLICATION FOR DEVELOPMENT



PART 5 Environmental Impact

Environmental impact (see note 6)

A Statement of Environmental Effects is attached

Yes No

If the development is for Designated Development, an Environmental Impact Statement is attached

Yes No

If no, and the development is considered to have a negligible effect please state the reasons why

Purely internal - no impact on other residential units
 Unit and all rubbish to be removed by licensed contractor
 Fire stairs within 1.5m of front door - all internal
 Fire sprinklers to be retained.
 Building is zoned residential commercial. This unit is an afterthought in the ceiling cavity. There are only two units with a level separated by the lift area and could be viewed by each other. The unit is on the top floor of the commercial just under the residential tower and should not conflict with current uses.

PART 6 Design Verification Statement

A Design Verification Statement is attached (see note 7)

Yes No

(required for a residential flat building comprising three or more storeys or four or more self-contained dwellings - see note 7)

PART 7 BASIX Certificate

The Building Sustainability Index (BASIX) is a web-based planning tool designed to assess the potential performance of residential buildings against a range of sustainability indices.

A BASIX Certificate identifies the sustainability features required to be incorporated in the building design. These features may include sustainable design elements such as recycled water rainwater tanks, AAA-rated showerheads and taps, native landscaping, heat pump or solar water heaters, gas space heaters, roof eaves/awnings and wall/ceiling insulation.

You need a BASIX Certificate in the City of Sydney when BASIX applies to the type of development for which you require approval. Commencement dates and details of types of development are at www.basix.nsw.gov.au.

The applicant is required to submit the BASIX Certificate with the Development Application or Complying Development Certificate application. The plans and specifications must also identify the BASIX commitments which will be checked by a professional building certifier during construction. Where submitted plans or specifications are inconsistent with the relevant BASIX Certificate, Council should require applicants to submit consistent applications before progressing the assessment process, either by amending plans / specifications or by submitting a new BASIX Certificate with commitments that match the rest of the application.

Applicants can generate the BASIX Certificate only on the NSW Department of Infrastructure, Planning and Natural Resources' BASIX website: www.basix.nsw.gov.au.

For more information, phone DPNR's BASIX Help Line on 1300 650 908.

* I require an office I can stay in overnight, although not as a full time residence as I live in the country - thus making just a residential zoning unsuitable for my purposes



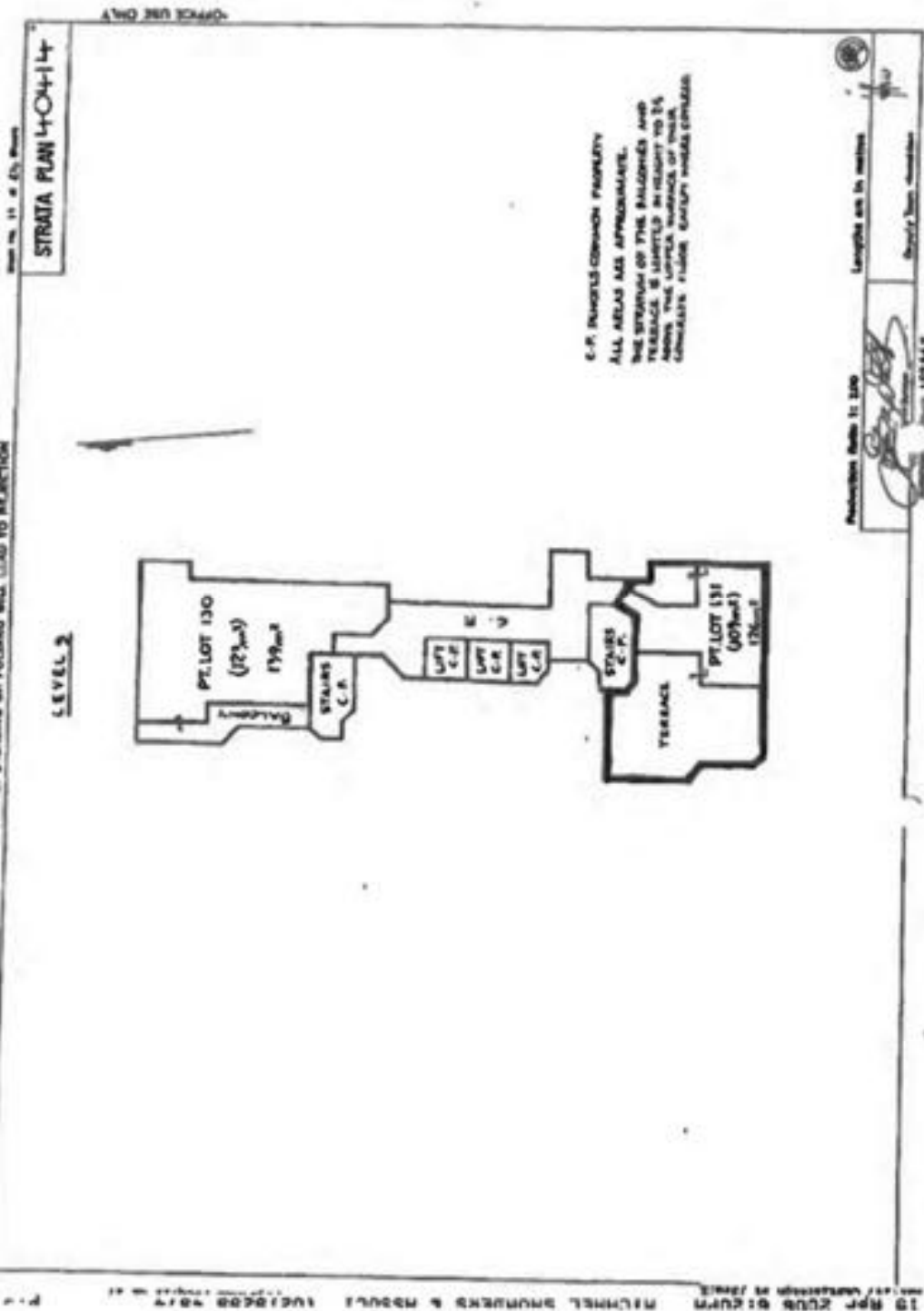
<p>This work is subject to all applicable laws, codes, and regulations. The user of this work shall be responsible for obtaining all necessary permits and approvals.</p>	<p>Project: Change of use of Level A, 2871 Cassinwayg Street</p>	<p>Client: Building & Construction</p>	<p>Scale: 1:100</p>	<p>Sheet: A</p>
<p>Project No: 01.03.2006</p>		<p>Date: DA-06</p>		



<p>Scale: 1/100</p> 	<p>Date: 01.06.2020</p>	<p>Sheet: A</p>	<p>Project: Change of use of Levels, 301 Cassinweg Street</p>
<p>Author: DA-04</p>		<p>Architect: Schuchler</p>	
<p>This plan is copyright and all rights reserved. No part of this plan may be reproduced, stored in a retrieval system or used in any form without the prior written permission of the Author.</p>			

FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



Scale 1:100

STRATA PLAN 404-14

OFFICE USE ONLY

19 REP. CUR. BILDM. MICHELS BUREAUX & CONSULT. 14/08/2014 14:14

APPLICATION FOR DEVELOPMENT

under the Environmental Planning and Assessment Act 1979 section 78A

All applications to be lodged at:

City Hall House
One Stop Shop
Level 2, 156 Kent Street
Sydney NSW 2000
Ph: (02) 9265 9255
Fax: (02) 9265 9415

City East
Neighbourhood Service Centre
50-52 Darlinghurst Road
Kings Cross NSW 2011
Ph: (02) 9246 4680
Fax: (02) 9246 4690

City North
Neighbourhood Service Centre
160 St Johns Road
Cbe NSW 2037
Ph: (02) 9298 3190
Fax: (02) 9298 3199

Redfern
Neighbourhood Service Centre
Tower 2, 1 Lawson Square
Redfern NSW 2016
Ph: (02) 9288 5105
Fax: (02) 9288 5997



PART I Application and Site Details

It is important that we are able to contact you if we need more information.

Please give us as much detail as possible.

Council will deal only with the nominated applicant in the event of any query or communication regarding this application.

Please note this information provided will be public information.

Important: Every owner must sign this form. Please read this carefully. Incomplete or inaccurate information on this section may result in rejection of the application.

Company/Person Seal

Site No: 131/267-277
 Address No: Street Name: Castlereagh St
 Building Name: Midium Towers
 Suburb: SYDNEY
 Lot no, DPSP, etc. Lot: 131 DPSP: 40814
 Vol/ct:

Applicant
 Name/Company: CONCRETE INVESTMENT SOLUTIONS
 Address: PO Box 9402
QUB Post Office Sydney 1230
 Contact Numbers Phone BH: Mobile:
 Email: Fax No:
 Signature of Applicant: [Signature] Date: 1.9.2006
 Name of Applicant: [Signature]
PRINTED OR COMMERCIAL PRINTED NAME

Consent of All Owner(s)
 As the owner(s) of the above property, I/we consent to this application.

Name/Company: Meriton Apartments Pty Ltd
 Address: Level 5/167 Castlereagh St
Sydney
 Contact Numbers Phone BH: Mobile:
 Email: Fax No:
 Signature of Registered Owner(s) (see note 1):
 Signature: [Signature] Date: 2/5/06
 Print Name: [Name] Position: Director
 Signature: [Signature] Date: 2/5/06
 Print Name: [Name] Position: Director
 Signature: Date:
 Print Name: Position:



OFFICE USE ONLY

DA No:	<u>DF</u>	Checked by Planner:	<input type="checkbox"/>
DA Fee:	<input type="checkbox"/>	Estimated Cost of Development:	<input type="checkbox"/>
DA Fee Paid (Plan Fee):	<input type="checkbox"/>	Checked by Customer Service Officer:	<input type="checkbox"/>
DA Advertising Notification Fee:	<input type="checkbox"/>	Date:	<input type="checkbox"/>
Integrated Development Fee:	<input type="checkbox"/>	Time:	<input type="checkbox"/>

APPLICATION FOR DEVELOPMENT

PART 2 Description of Proposed Development

Type of development (To be applied to 4)	Additions (new floor space) <input type="checkbox"/> DA	Mobile coffee carts <input type="checkbox"/> DA	Signage <input type="checkbox"/> DA
	Construct a new building <input type="checkbox"/> DA	landscape works <input type="checkbox"/> DA	Temporary structure <input type="checkbox"/> DA
	Change of use (no work) <input type="checkbox"/> DC	brother/DSP <input type="checkbox"/> DA	Large subdivision <input type="checkbox"/> DA
	Demolition <input type="checkbox"/> DA	Place of public entertainment <input type="checkbox"/> DA	Land subdivision <input type="checkbox"/> DA
	Alterations <input checked="" type="checkbox"/> DA	Outdoor cafe/outdoor seating <input type="checkbox"/> DA	Services (eg BCA fire) <input type="checkbox"/> DA
	Masterplan <input type="checkbox"/> DA	Commercial office floorplates <input type="checkbox"/> DA	Other (eg amalgamation) <input type="checkbox"/> DA
	Demolish building/site work <input type="checkbox"/> DA	Professional consulting/health clinic <input type="checkbox"/> DA	Licensed premises (existing, new & trading hours) <input type="checkbox"/> DA
	Retail shop fitout <input type="checkbox"/> DA	fraction of new residential house (less than \$1,000,000) <input type="checkbox"/> DA	Convenience store <input type="checkbox"/> DA
	Integrated development <input type="checkbox"/> DA	Internal refurbishment <input type="checkbox"/> DA	Awards of heritage floorspace/conservation works <input type="checkbox"/> DA

Detailed description

Capture under balcony area to gain an extra 17.84m² internal floor space.

Tile terrace

Change of Bedroom to be one room instead of two

Existing use of site

Commercial - Refer DA

Location if within existing building

Level 19

PART 3 Other Approvals

Integrated Development (To be indicated)

is this application for Integrated Development? (see page 2) Yes No

If yes, which Act do you need approval under? Heritage Act 1977 (s58) Roads Act 1993 (s138) or any other Act listed (see page 2)

If approval is required under the Heritage Act 1977, do any exemptions apply under that Act? Yes No

If yes, and the development is wholly covered by the exemptions, the application will not be treated as integrated Development. Please provide a copy of any exemptions under the Heritage Act 1977.

Construction Certificate

is a construction certificate application to be lodged with Council at the same time as this application? Yes No

If yes, complete and lodge the Application for Construction Certificate

Approvals under s68 Local Government Act 1993

Do you also require any approvals under s68 of the Local Government Act 1993? Yes No

If yes, you will also need to complete and lodge a separate Application for Approval which should be lodged with the development application with details of proposal included in development application.

Generally, Section 68 refers to approvals relating (but not limited) to: structures or places of public entertainment, water supply, sewerage and stormwater drainage work, management of waste, community land, public lands and other activities. To ensure compliance, refer to the Local Government Act 1993, Section 68, and Regulation.

Tree removal

is a tree to be pruned or removed? Yes No

If yes, you will need to lodge an Application to Prune / Remove Tree(s) on Private Land

APPLICATION FOR DEVELOPMENT

PART 4 Details of proposed development

Estimated Cost of Development and Cost Ratios (see note 3)

Estimated cost of development	<input type="text"/>	Gross floor area (hotel/serviced apartments - indicate one or both)	<input type="text"/>
Site area	<input type="text" value="109m<sup>2</sup>"/>	Gross floor area plus excluded floor space eg parking services (see note 3)	<input type="text" value="126m<sup>2</sup>"/>
Gross floor area (commercial)	<input type="text"/>	Floor space ratio	<input type="text" value="10:28:1"/>
Gross floor area (residential)	<input type="text"/>		

For all development between \$150,000 and \$2 million please complete the following.
 For Stage 1 Development Applications, please complete the relevant cost details.
 For development over \$2 million, a Quantity Surveyor's Certificate of Cost is required.

	Total (incl GST)	Cost Ratio (% of total cost)
Cost of demolition and site preparation	<input type="text"/>	<input type="text"/>
Cost of excavation	<input type="text"/>	<input type="text"/>
Cost of construction (excluding carparking)	<input type="text"/>	<input type="text"/>
Cost of carparking / loading	<input type="text"/>	<input type="text"/>
Cost of fit-out (commercial)	<input type="text"/>	<input type="text"/>
Cost of fit-out (residential)	<input type="text"/>	<input type="text"/>
Cost of professional fees	<input type="text"/>	<input type="text"/>
Total	<input type="text"/>	<input type="text"/>

Type of Application (tick as applicable)

Is this to be a staged DA? Yes No

If yes, is it for stage One stage Two later stage

Is there an adopted Development Plan or Master Plan in force? Yes No

If yes, adoption date

New buildings / alterations and additions - all sections must be completed for all applications.

	existing	proposed
building height (RL) in metres (overall)	<input type="text"/>	<input type="text"/>
site coverage	<input type="text"/>	<input type="text"/>
open space / landscaped area (m ²)	<input type="text"/>	<input type="text"/>
> existing ground level (m ²)	<input type="text"/>	<input type="text"/>
> balconies (m ²)	<input type="text"/>	<input type="text"/>
> roof deck (m ²)	<input type="text"/>	<input type="text"/>
number of residential dwellings		
studio	<input type="text"/>	<input type="text"/>
1 bedroom	<input type="text"/>	<input type="text"/>
2 bedrooms	<input type="text"/>	<input type="text"/>
3 bedrooms	<input type="text"/>	<input type="text"/>
4 bedrooms	<input type="text"/>	<input type="text"/>
number of serviced apartments	<input type="text"/>	<input type="text"/>
number of hotel rooms	<input type="text"/>	<input type="text"/>
commercial space (m ²)	<input type="text"/>	<input type="text"/>

APPLICATION FOR DEVELOPMENT

PART 4 Details of proposed development (cont.)

Parking / loading facilities		Existing	Proposed
Number of off-street parking spaces		<input type="text"/>	<input type="text"/>
Number of on-street loading spaces		<input type="text"/>	<input type="text"/>
For subdivision			
Type of subdivision	Strata subdivision	<input type="checkbox"/>	
	Land subdivision	<input type="checkbox"/>	
	New road	<input type="checkbox"/>	
Number of lots		<input type="text"/>	<input type="text"/>
For retail, offices, commercial, hotels or industrial uses			
Hours of operation		Existing	Proposed
Monday-Friday		<input type="text"/>	<input type="text"/>
Saturday		<input type="text"/>	<input type="text"/>
Sunday		<input type="text"/>	<input type="text"/>
For signs			
Describe details of proposed signs, including the number, width, height, wording and type. Plans of signage must accompany application.	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
Boarding house / low cost accommodation			
Is the current use of the premises (or the last use if vacant) a boarding house, or does it provide low cost accommodation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If yes, how many beds?	<input type="text"/>	Existing	Proposed
Site contamination			
Is this site contaminated as a result of past use?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unsure
Details of contamination if known	<input type="text"/>		
	<input type="text"/>		
Has a site Contamination Report (Phase 1 and/or Phase 2) been submitted with this application?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Critical habitat			
Is this land part of critical habitat? (see note 4)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Fire Safety Schedule (see note 5)			
Will the development result in a change in the BCA classification of the building?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If yes, will a Construction Certificate be required?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If yes, you must complete a Fire Safety Schedule and include it with this application, specifying the fire safety measures that should be implemented in the building premises.			

APPLICATION FOR DEVELOPMENT

PART 5 Environmental Impact

Environmental Impact (see note 6)

A Statement of Environmental Effects is attached

Yes

No

If the development is for Designated Development, an Environmental Impact Statement is attached

Yes

No

If no, and the development is considered to have a negligible effect please state the reasons why

- *Applicable Impact - not in heritage part of building - cannot be viewed from any street - limited visual change for surrounding building - no need to appeal for this building - bathroom is private internal*
- *Rubbish skip to be placed in internal parking and removed by waste management company.*
- *Enclose water balcony area in exact same style colour and finish as the other enclosed balconies directly around it - replicating the sliding doors already there.*

PART 6 Design Verification Statement

A Design Verification Statement is attached (see note 7)

Yes

No

(required for a residential flat building comprising three or more storeys or four or more self-contained dwellings - see note 7)

PART 7 BASIX Certificate

The Building Sustainability Index (BASIX) is a web-based planning tool designed to assess the potential performance of residential buildings against a range of sustainability indices.

A BASIX Certificate identifies the sustainability features required to be incorporated in the building design. These features may include sustainable design elements such as recycled water rainwater tanks, AAA-rated showerheads and taps, native landscaping, heat pump or solar water heaters, gas space heaters, roof eaves/awnings and wall/ceiling insulation.

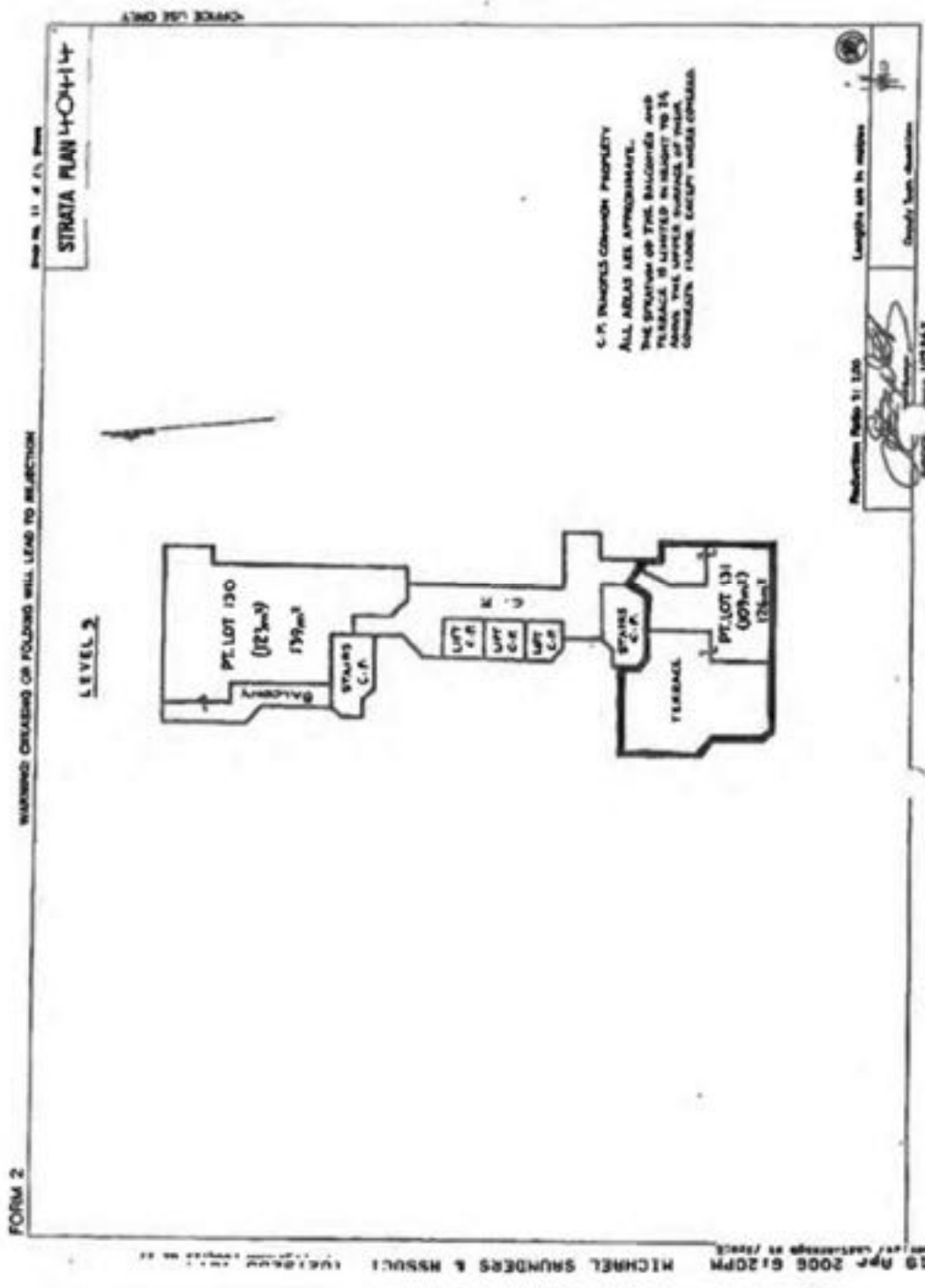
You need a BASIX Certificate in the City of Sydney when BASIX applies to the type of development for which you require approval. Commencement dates and details of types of development are at www.basix.nsw.gov.au.

The applicant is required to submit the BASIX Certificate with the Development Application or Complying Development Certificate application. The plans and specifications must also identify the BASIX commitments which will be checked by a professional building certifier during construction. Where submitted plans or specifications are inconsistent with the relevant BASIX Certificate, Council should require applicants to submit consistent applications before progressing the assessment process, either by amending plans / specifications or by submitting a new BASIX Certificate with commitments that match the rest of the application.

Applicants can generate the BASIX Certificate only on the NSW Department of Infrastructure, Planning and Natural Resources' BASIX website: www.basix.nsw.gov.au.

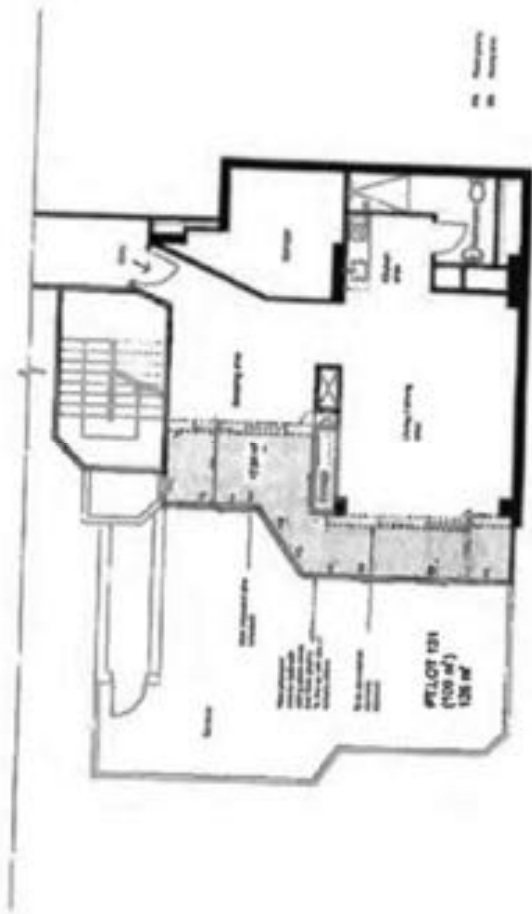
For more information, phone DPNR's BASIX Help Line on 1300 650 908.

* *Tile terrace in exact same tile, colour and style as the common property area directly below it.*





<p>This work is intended only as a guide and does not constitute a contract. The user shall verify the accuracy of the information and the extent of the work before proceeding with the project.</p>	<p>Project: Change of use of Level 13, 261 Catherine Street</p>	<p>Drawn by: <i>Flourigan</i></p>		<p>Date: 01.05.2006 Scale: 1:100 Sheet: A Drawn: DA-00</p>
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PROJECT
 Change of use of Level 01, 267 Castlemough Street,
 Ballyvaughan 2000

Author's Name
 Change of use



Date
 01.06.2008

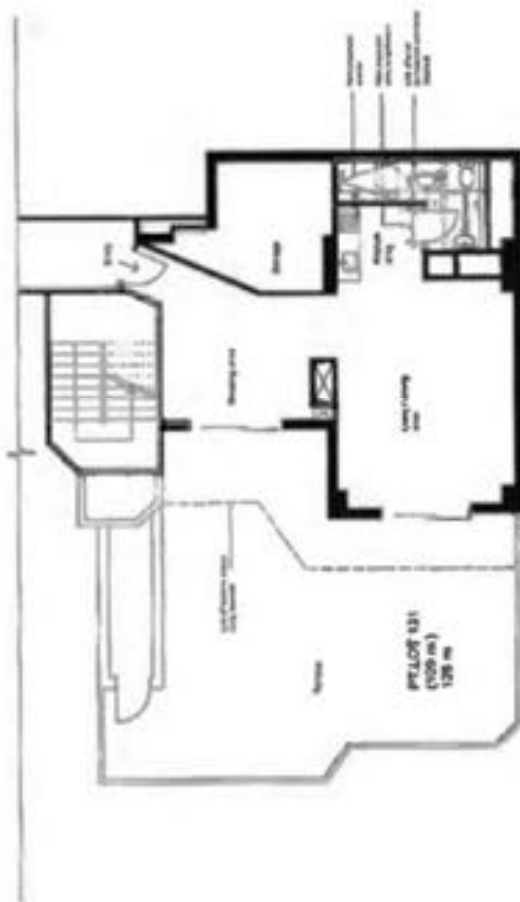
Scale
 1/100

Rev
 A

Drawn by
 DK-G2



<p>The work is complete and the project is ready for handover. The work is complete and the project is ready for handover. The work is complete and the project is ready for handover.</p>	<p>Project: Change of use of Level 26, 26th Floor, 26th Floor, 26th Floor</p>	<p>Drawn by: [Name]</p>	<p>Scale: 1/100</p>	<p>Date: 01.06.2006</p>	<p>Sheet: A</p>
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This work is complete with all signs to the Council of the City of London. The work is to be carried out in accordance with the approved plans and specifications.

Project: Change of use of Level 9, 35-37 Castle Street

Revision: Change of bathroom



Date: 01.06.2008

Scale: 1:100

Rev: A

Doc No: DA-01

2.35. WORKS (LOT 142/SUITE 505)

PART 1 – GRANT OF RIGHT

1. Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's Cost and to remain the Owner's fixtures) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works subject to the terms and conditions contained in Part 3 of this by-law.

PART 2 – DEFINITIONS & INTERPRETATION

2. Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the Strata Schemes Management Act 2015.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building, including the council.
- (c) **Building** means the building situated at 267-277 Castlereagh Street, Sydney NSW 2000.
- (d) **Fitout Plan** means plans attached to this by-law.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000; and
 - (ii) workers' compensation insurance.
- (f) **Lot** means Lot 142 in strata plan 78425.
- (g) **Owner** means the owner of the Lot.
- (h) **Works** means the works to the Lot and common property and which are set out in the Schedule to this by-law entitled "Scope of Works".

3. Interpretation

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation includes references to amending and replacing legislation;
- (e) references to the Owner include any of the Owner's executors, administrators, successors, permitted assigns or transferee, as applicable;

- (f) where a term of this by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of this by-law shall prevail.

PART 3 - CONDITIONS

4. Prior to Commence of the Works

Prior to the commencement of the Works, the Owner shall –

- (a) obtain all necessary approvals/consents/permits from each Authority and provide a copy to the Owners Corporation;
- (b) provide the Owner's Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

5. During the Works

- (a) use duly licensed employees, contractors or agents to carry out the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out –
 - (i) expeditiously and with a minimum of disruption to owners and occupiers using the common property; and
 - (ii) so that noisy works are carried out before 9 am on weekdays and or between 7 am and 1 pm on Saturdays, or at such other times reasonably approved by the Owners Corporation. In this Clause 5, "noisy works" means the following works –
 1. securing partition base plates to the concrete floor;
 2. securing the bulkhead frames to under surface of concrete slab above; and
 3. cutting metal frames for partitions,
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or service supply;
- (e) carry out the Works other than the noisy works between the hours of 7 am and 7 pm Monday to Friday or between 7 am and 5 pm on Saturday
- (f) carry out the Works within a period of 2 months from commencement or within such other period of time as may be approved by the Owners Corporation;
- (g) not store construction materials, equipment and debris (Works Materials) on common

property, and transport all Works Materials to and from the Lot –

- (i) where reasonably and practicably possible via the stairs between Levels 4 and 5 so as to minimise the use of the lifts and otherwise as reasonably directed by the Owners Corporation; and
 - (ii) between the hours of 10 am and 12 midday on weekdays or between the hours of 7 am and 5 pm on Saturday or at such other times as the Owners Corporation may reasonably direct;
- (h) protect all affected common property from damage relating to the installation or the transportation of Works Materials over common property;
 - (i) ensure that the Works do not interfere with or damage the common property or property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (j) provide the Owner Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
 - (k) not vary the Works without first obtaining the consent in writing of the Strata Committee.

6. After Installation of the Works

After the Works are completed, the Owner must without unreasonable delay –

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) to the Owners Corporation certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law; and
- (f) provide (if required) to the Owners Corporation certification from suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by law.

The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) of Clause 6 have been complied with.

7. Enduring Rights and Obligations

The owner must

- (a) not carry out any alterations or additions or do any Works which affect common property (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) ensure that the Works (where applicable) do not cause water to escape to or water penetration into lots or the common property;
- (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works; and
- (f) repair and or in reinstate the common property or personal property of the Owners Corporation affected by the Works to their original condition.

8. Failure to Comply with this By-law

- (a) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

9. Ownership of Works

The Works will always remain the property of the Owner.

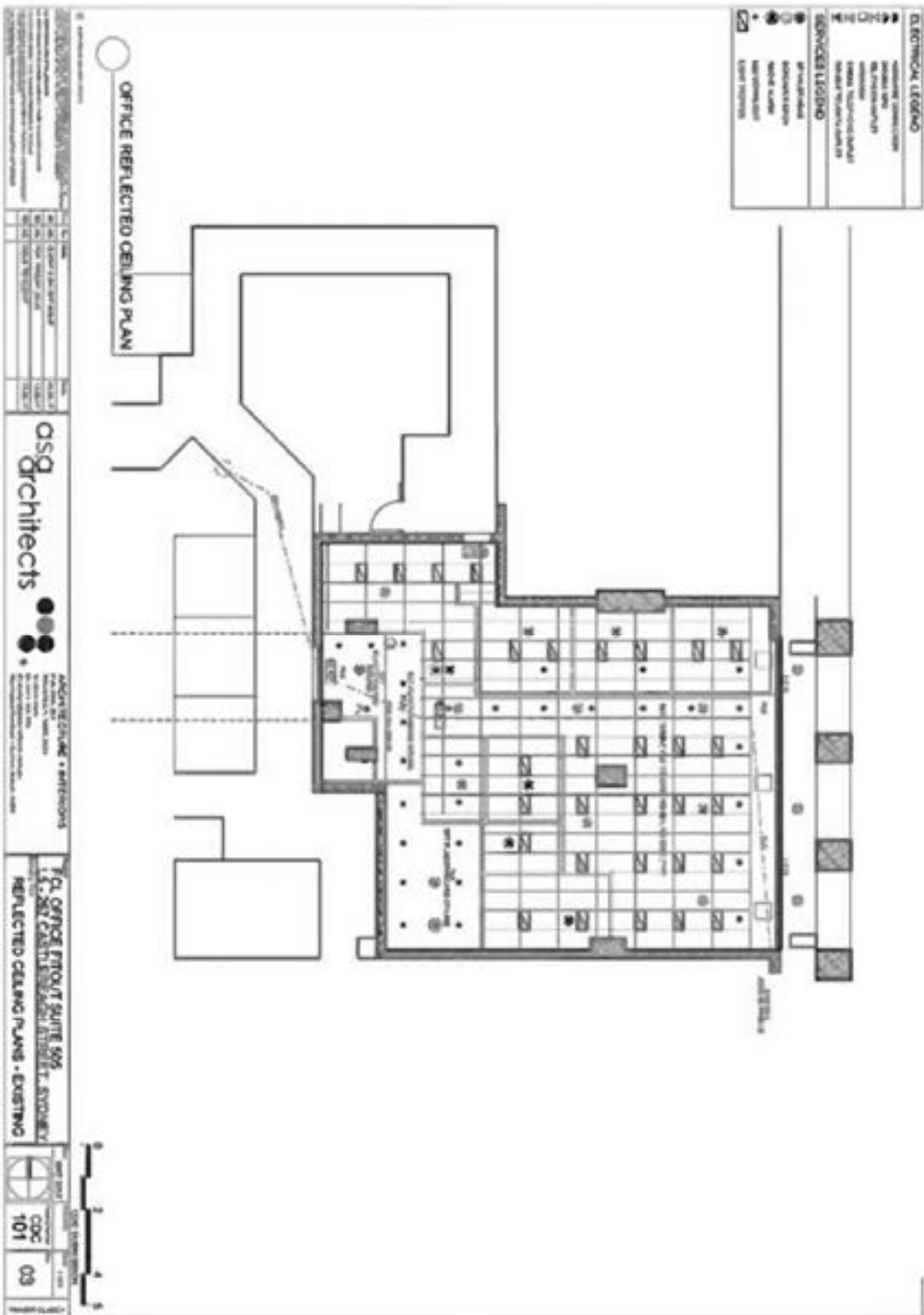
10. Applicability

In the event that the Owner desires to remove the Works, the provisions of Part 3 shall also apply in relation to that removal.

SCHEDULE – SCOPE OF WORKS – LOT 142

- Remove existing fixed partitions, and
- Install new fixed partitions (comprised either wholly of gyprock clad metal stud walls, or partly of gyprock clad metal stud walls and partly of glass panels, or wholly of glass panels) to create a Reception, an IT Room, 2 Meeting Rooms, a Printing Room, 5 Offices, a Workstation Area, and a Staff / Work / Storage Room as shown on the Fitout Plan.
- Install magnetite to windows / door separating balcony from internal accommodation.
- Remove existing floor coverings, and install carpet tiles to all areas.

- Remove existing suspended ceiling tiles and replace with suspended ceiling tiles with a higher acoustic rating.
- Remove existing ceiling light fittings throughout the Lot, and install new and more energy efficient light fittings throughout the Lot.
- Modify / add to existing sprinklers, pipes, valves and heads, fire exit signs, fire extinguishers and other fittings so as to ensure compliance with all applicable fire safety, prevention and protection laws. These works will be undertaken by Grosvenor Engineering Group Pty Ltd.
- Modify / replace / add to existing air-conditioning system (defined as set out in Special By Law 25) substantially in accordance with Air-Conditioning Plan attached to this by-law.
- The external components of the air-conditioning system will be installed within the balcony air - space of the Lot, below the height of the balcony rail and in a location and way that it is not readily visible from the street front or any other public areas bounding the strata scheme.
- The air-conditioning system components will be selected and installed so as not to –
 - create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of another lot in the strata scheme or any person lawfully using the common property,
 - expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of any other lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including plants, garden or lawn.
- Install bulkhead along northern tenancy wall to accommodate the air-conditioning system.
- Install bulkhead in a north south direction originating from the northern wall to straddle Meeting Rooms on one side and Office 5, Printing Room and Office 4 on other side to accommodate the air-conditioning system.
- Modify / replace / add to existing electrical wiring / ducting to provide a minimum of 4 GPOS to each Room in the Fitout Plan other than the Workstation Area, and to each work station shown in the Workstation Area.
- Modify / replace / add to existing data and telephone wiring / ducting to provide at least 1 data and 1 telephone connection point to each Room in the Fitout Plan other than the Workstation Area, and to each work station shown in the Workstation Area.
- Install security system to restrict / facilitate access to north entry door and from door from the Foyer into the eastern / front section of the Lot using cards / fobs issued to authorised persons, ensuring compliant fire egress is maintained.
- Install joinery throughout tenancy.
- Install decorative panels or gyprock to Foyer and Meeting Room ceilings.
- Install acoustic panels or paint existing and new gyprock panels throughout tenancy.



2.36. WORKS BY-LAW (LOT 146)

1. Grant of Rights

1.1 Works

Subject to the Conditions the Owner may carry out and keep the Works.

1.2 Exclusive use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area

1.3 Functions of the owners corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

1.4 Consent

On written demand of the Owner, the Owners Corporation must provide its consent as may be required by any Authority in connection with Building Works, without limitation including by affixing its seal by way of consent to any application to the relevant consent authority for development consent and a construction certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2. Conditions

2.1 Building Works

If the Owner is required or permitted to do Building Works under this By-Law, then the Owner must comply, and those Building Works must comply, with the Building Works Conditions.

2.2 Approvals and certifications

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the conduct of Building Works and the use of the Exclusive Use Area;
- (b) provide a copy of any such Approvals to the Owners Corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of Building Works, supply a copy of that Approval to the Owners Corporation before the conduct of that part of those Building Works; and
- (d) provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.3 Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance with this By-Law (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) during a period where Building Works are being carried out, within 24 hours of a request by the Owners Corporation.

2.4 Engineer's approval and certification

The Owner must:

- (a) before the Works are undertaken, provide the Engineer's Approval to the Owners Corporation; and
- (b) after completion of the Works, provide the Engineer's Certificate to the Owners Corporation.

2.5 Costs of this by-law

The Owner must, before the Works are undertaken, pay the Owners Corporation's reasonable costs in connection with the making and preparation of this By-Law (including registration costs, legal costs and strata management costs).

2.6 Ongoing maintenance and use

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must keep the Works in a state of good and serviceable repair and renew and replace any fixtures or fittings comprised in the Works; and
- (c) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law and any applicable law or Approval.

2.7 Alteration of building affecting lot boundary

The Owner must comply with any obligation it may have under section 14 of the Strata Schemes (Freehold Development) Act 1973.

2.8 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with Building Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation (except such negligence giving rise to Occupier's Liability).

2.9 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.10 Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

2.11 Ownership of works

To the extent that Building Works:

- (a) occupy cubic space forming part of the Lot, they remain the property of the Owner; and
- (b) occupy cubic space forming part of the Common Property, they form part of the Common Property.

3. Building Works Conditions

3.1 General conditions in relation to Building Works

Building Works must:

- a.) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of the Scope of Works;
- b.) be carried out in a proper and workmanlike manner and only be persons who are duly licensed to do so;
- c.) comply with the National Construction Code and the Building Code of Australia;
- d.) be carried out in accordance with any applicable provision of the Engineer's Approval;
- e.) be fit for their purpose;
- f.) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- g.) be carried out with due diligence and expedition and within a reasonable time;
- h.) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- i.) in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- j.) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30am and Midday on a Saturday;

- k.) not cause damage the Property or any part of the Property otherwise than authorised under this By-Law;
- l.) not adversely affect the structure or support of the Property except strictly in accordance with the Engineer's Approval; and
- m.) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

3.2 Cleanliness and protection

The Owner must:

- a.) ensure the Property is adequately protected from damage that may be caused by Building Works; and
- b.) ensure any part of the Property affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works.

3.3 Rectification

The Owner must rectify any damage to the Property caused by Building Works

3.4 Plans and specifications

The Owner must provide a copy of any plans and specifications relating to Building Works (other than any plans and specifications provided in this By-Law) to the Owners Corporation (and where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of those Building Works is undertaken).

3.5 Insurance

- a.) any Insurance required by law in connection with Building Works; and
- b.) contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Building Works to a limit of not less than \$10,000,000 per event naming the Owners Corporation as a beneficiary (and containing a cross-liability and waiver of subrogation clause preventing an action against the Owners Corporation for recovery of any amounts paid by the insurer under the Insurance).

3.6 Principal contractor

If any Building Works under this By-Law are involved in a "construction project" within the meaning of clause 292 of the Work Health and Safety Regulation 2011 ("WHSR"):

- a.) The Owner acknowledges and agrees that the Owner is the person that commissions that construction project within the meaning of clause 293 of the WHSR and not the Owners Corporation.

- b.) The Owner must engage another person to have management or control of the workplace the subject of that construction project who is appropriately experienced and qualified to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace the subject of that construction project and to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR.
- c.) Subject to compliance by the Owner with this clause 3.6, the Owners Corporation authorises that principal contractor to make such reasonable and necessary use of the Common Property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time.

4. Definitions and Interpretation

4.1 Interpretation

In this By-Law, unless the context otherwise requires:

- a.) the singular includes the plural and vice versa;
- b.) all references to dollars, \$, cost, value and price are to Australian currency;
- c.) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- d.) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- e.) any reference to legislation includes any amending or replacing legislation;
- f.) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- g.) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

4.2 Conflict

- a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Work or the Property;

- a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- d) any order, direction or other requirement given or made by an Authority;
- e) an order made under Division 2A or Part 6 of the Environmental Planning and Assessment Act 1979; and
- f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Work or the Property:

- a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorise authorised by law having jurisdiction);
- b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- d) an authorised fire officer within the meaning of section 1212C of the Environmental Planning and Assessment Act 1979;

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that the Owner is required or permitted to put effect to under this By-Law, and includes a reference to:

- a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- b) as the context may require, a reference to the result of those building works and related products and services being done and supplied,

Building Works Conditions means the provisions of clause 3;

Common Property means the common property in the Strata Plan;

Conditions means the provisions of clause 2;

Engineer's Approval means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works if

carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this By-Law);

Engineer's Certificate means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works were carried out in accordance with the Engineer's Approval;

Exclusive Use Area means:

- a) those parts of the Common Property which are occupied by the Works (once complete); and
- b) any part of the Common Property that is, as a result of the Works effecting an alteration to the effective physical boundaries of the premises the subject of the Lot:
 - i. only accessible from within that premises; or
 - ii. enclosed within the effective physical boundaries of that premises;

and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Lot means Lot 146 in the Strata Scheme, bearing folio identifier 146/SP78426;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

Occupier's Liability means a liability arising at law in connection with breach of a duty of care arising at law in connection with the occupation of premises;

Owner means:

- a) the owner of a Lot, but only in relation to the Lot owned by that Owner;
- b) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
- c) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Property means the land and buildings the subject of the Strata Plan;

Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;

Scope of Works means the Scope of Works annexed to this By-Law;

Strata Scheme means the strata scheme relating to the Strata Plan;

Strata Plan means strata plan number 40414; and

Works means Building Works done or proposed to be done in relation to the Lot and related Common Property as set out in the Scope of Works.

Scope of Works

This annexure sets out the Scope of Works as defined in this By-Law.

Works

Works to install a kitchenette and toilet facilities servicing the Lot generally in accordance with the annexed Specification including minor variances or modifications as may be approved by Council, more fully described as follows:

1. Kitchenette

- a. Install sink, bench top and splashback (all affixed to the boundary wall of the Lot) as shown on the plans;
- b. Drill through the concrete slab below the kitchenette and run water pipes through the common property so as to connect the water tap of the sink (and/or associated plumbing fittings and fixtures) to the existing cold water mains pipe located in the common property in the level below the Lot.
- c. Install the hot water heater within the kitchenette (within the boundary of the Lot);
- d. Drill through the concrete slab below the kitchenette and run water pipes through the common property so as to supply the hot water heater (and/or associated plumbing fittings and fixtures) with cold water from the cold water mains pipe located in the common property in the level below the Lot.
- e. Drill through the concrete slab below the kitchenette and bathroom and run water pipe from the kitchenette to the bathroom, through the common property (along or near the concrete slab immediately below the Lot), for the purpose of supplying hot water, from the hot water heater located in the kitchenette, to the fittings and fixtures in the bathroom.
- f. Drill through the concrete slab below the kitchenette and run water pipes through the common property so as to connect the drain of the sink and overflow pipe of the hot water heater (and/or associated plumbing fittings and fixtures) to the existing sewerage pipe located in the common property in the level below the Lot.

2. Bathroom

- a. Remove existing carpet;

- b. Affix tiles to the floor and walls (including boundary walls of the Lot);
- c. Install toilet, shower screen and hand basin (all affixed to the boundary wall of the Lot) as shown on the plans;
- d. Drill through the concrete slab below the bathroom and run water pipes through the common property so as to connect the toilet, water tap of the shower and water tap of the hand basin (and/or associated plumbing fittings and fixtures) to the existing cold water mains pipe located in the common property in the level below the Lot.
- e. Supply hot water to the water tap of the shower and water tap of the hand basin (and/or associated plumbing fittings and fixtures) from the hot water heater located in the kitchenette.
- f. Drill through the concrete slab below the bathroom and run water pipes through the common property so as to connect the toilet, drain of shower and drain of hand basin (and/or associated plumbing fittings and fixtures) to the existing sewerage pipe located in the common property in the level below the Lot.

In this Scope of Works and the annexed Specification a reference to, or the inclusion of a copy of a plan, drawing or other document is a reference to, or effects the inclusion of, the original of that copy, at its original scale.

2.37. WORKS– SUITE 604 (LOT 150)

PART 1

GRANT OF RIGHT

1. Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixtures) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2. Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the Strata Schemes Management Act 2015
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or Building, including the City of Sydney council.
- (c) **Building** means the building situated at 267-277 Castlereagh Street, Sydney, NSW 2000.
- (d) **Floor Plan** means plan of the fitout of the Lot prepared by Jay Design for JCom Pty Ltd as per attachment A.
- (e) **Insurance** means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000; and
 - (ii) Workers' compensation insurance.
- (f) **Lot** means Lot 150 in strata plan 78425.
- (g) **Owner** means the owner of the Lot, Heart of Gold Holdings Pty Ltd, ABN 84 145 176 432.
- (h) **Works** means the works to the Lot and common property and which are set out in the Schedule to this by-law entitled "Scope of Works".
- (i) **Works Materials** means construction materials, equipment and debris relating to the Works.

3. Interpretation

In this by law, unless the context otherwise requires

- (a) The singular includes the plural and vice versa;

- (b) Any gender includes the other genders;
- (c) Any terms in the by-law will have the same meaning as those defined in the Act;
- (d) Reference to legislation includes references to amending and replacing legislation;
- (e) References to the Owner include any of the Owner's executors, administrators, successors, permitted assigns or transferee, as applicable;
- (f) Where a term of this by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of this by-law shall prevail.

PART 3

CONDITIONS

4. Prior to Commence of the Works

- (a) Obtain all necessary approvals / consents / permits from each Authority and provide a copy to the Owners Corporation;
- (b) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- (c) Effect and maintain insurance and provide a copy to the Owners Corporation;
- (d) Pay the Owners Corporation's reasonable costs in preparing, making and registering this by law (including legal and strata management costs).

5. During Installation of the Works

During the process of installation of the Works, the Owner must -

- (a) Use duly licensed employees, contractors or agents to carry out the Works;
- (b) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) Ensure the Works are carried out –
 - (i) expeditiously and with a minimum of disruption to owners and occupiers using the common property; and
 - (ii) so that noisy works are carried out before 9am on weekdays and or between 7am to 1pm Saturdays, or at such other times reasonably approved by the Owners Corporation. In this Clause 5, "noisy works" means the following works –
 1. securing partition base plates to the concrete floor; and
 2. cutting of metal frames for partitions.
- (d) Ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;

- (e) Carry out the Works, other than noisy works, between the hours of 7 am to 7 pm Monday to Friday, or between 7 am to 5 pm on Saturday, or such other time reasonably approved by the Owners Corporation;
- (f) Perform the Works within a period of three (3) months from its commencement or within such other period of time as may be approved by the Owners Corporation,
- (g) Not store Works Materials on common property, and transport Works Materials to and from the Lot –
 - (i) So as to minimise the use of lifts and otherwise as reasonably directed by the Owners Corporation; and
 - (ii) Between the hours of 10am to 12 midday Monday to Friday, or between the hours of 7am to 5pm Saturday, or at such other times as the Owners Corporation may reasonably direct;
- (h) Protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of Works Materials over common property;
- (i) Ensure that the Works do not interfere with or damage the common property or property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (j) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) Not vary the Works without first obtaining the consent in writing of the Strata Committee.

6. After Installation of the Works

After the installation of the Works is completed, the Owner must without unreasonable delay -

- (a) Notify the Owners Corporation that the installation of the Works has been completed;
- (b) Notify the Owners Corporation that all damage, if any, to lots and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) Provide (if required) the Owners Corporation that the certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation of works required to rectify any damage to lot(s) or common property had been completed in accordance with the terms of this by-law;
- (e) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law; and
- (f) Provide (if required) the Owners Corporation with certification from suitably qualified

engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law.

The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) of Clause 6 have been complied with.

7. Enduring Rights and Obligations

The Owner must:

- (a) Not carry out any alterations or do any works which affect common property (other than the Works expressly approved under this by-law);
- (b) Properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) Properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) Ensure that the Works (where applicable) do not cause water to escape or water penetration to lots or the common property;
- (e) Indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works; and
- (f) Repair and or in reinstate the common property or personal property of the Owners Corporation affected by the Works to their original condition.

8. Failure to Comply with this By-Law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may

- (a) By its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) Recover the costs of such work from the Owner as a debt due; and
- (c) Recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

9. Ownership of Works

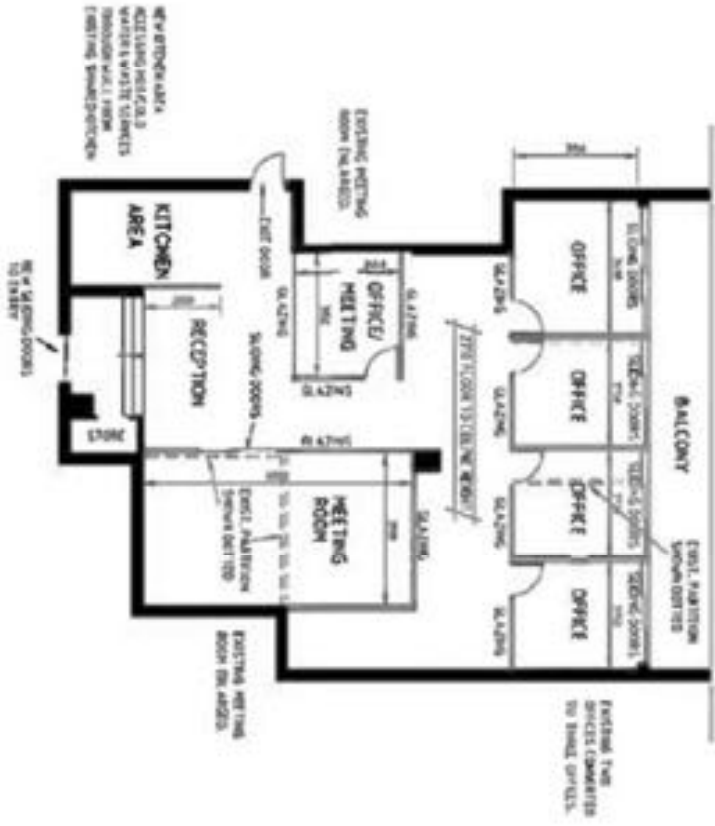
The Works will always remain the property of the Owner.

10. Applicability

In the event that the Owner desires to remove the Works, the provisions of Part 3 shall also apply in relation to that removal.

SCHEDULE – SCOPE OF WORKS – LOT 150

- a.) Remove existing workstation;
- b.) Remove existing fixed partitions and install replacement fixed partitions (comprised wholly of gyprock clad metal stud walls, or partly of gyprock clad metal stud walls and partly glass panels, or wholly of glass panels) to create a new standalone Office/meeting room, a large Meeting Room, four (4) Offices, and as shown on the Fitout Plan;
- c.) Modify/ replace current double aluminium glass entry doors off the lift landing and install new 1200mm glass electric sliding door to the Lot entry.
- d.) Remove existing floor coverings, and install:
 - o Carpet tiles to the Office/meeting room, the large Meeting Room, and the four (4) Offices; and
 - o Wooden floors to all remaining areas of the Lot.
- e.) Remove existing suspended ceiling tiles and replace with acoustic ceiling tiles.
- f.) Remove existing ceiling light fittings and install new light fittings.
- g.) Modify / replace / add to existing electrical wiring / ducting to provide a minimum of four (4) GPOs to the Foyer/Reception, the Kitchen Area, the Office/meeting room, the large Meeting Room, the four (4) Offices, and the staff Work Areas.
- h.) Modify / replace / add to existing data and telephone wiring / ducting to provide a minimum two (2) combined data / telephone connection points to the Foyer/Reception, the Kitchen Area, the Office/meeting room, the large Meeting Room, the four (4) Offices, and the staff Work Areas.
- i.) Install security system to restrict / facilitate access to main entry of the lift landing and north entry door of the Lot using cards issued by authorised persons, including video intercom capabilities.
- j.) Install joinery throughout tenancy.
- k.) Paint existing and new gyprock panels throughout tenancy.
- l.) Install a kitchenette servicing the Lot, as described below:
 - o Install kitchen bench, and over-bench and under-bench cupboards.
 - o Install sink, bench top and splashback (all affixed to the boundary wall of the Lot);
 - o Drill through the northern wall and run services through the to the common property Level 6 Shared Kitchen, so as to connect the sink and taps (and/or associated plumbing fittings and fixtures) to the existing waste/sewerage, hot and cold water pipes located in the common property Level 6 Shared Kitchen adjacent to the Lot.



OFFICE LAYOUT

<p>OFFICE LAYOUT - AT No 257-277, SUITE 604 CASTLEBRAGH ST SYDNEY.</p>	<p>JAY DE SIGN ARCHITECTURAL & INTERIOR DESIGNERS 275 BARRON ST SYDNEY NSW TEL: 02 9551 2771, 02 9551 8888 Email: jay@jaydesign.com.au</p>	<p>Scale: 1:500 Date: 15 OCT 2017</p>	<p>Project Name: PARCELS 150-151 FOR OFFICE AND RESIDENTIAL FITOUT</p>	<p>Project Title: FLOOR LAYOUT Zone: OFFICE Date: 15 OCT 2017</p>	<p>Lot No: 1</p>	<p>Lot #:</p>	<p>Lot No: 17-17</p>
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2.38. WORKS FOR LOT 23

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) **Building** means the building situated at 267-277 Castlereagh Street, Sydney NSW 2000.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lot 23 in strata plan 40414;
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - * renovating the Lot in accordance with the following scope of works

Scope of Works Lot 23– Renovation

- Supply/Install floor protection to common areas

Bathroom

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of bath
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Relocate plumbing to suit new concealed cistern toilet
- Disconnect and terminate wall plumbing to bath
- Supply/Install new false wall to conceal toilet plumbing
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Supply/Install 2 x new LED downlights
- Supply/Install new vanity
- Supply/Install new basin and mixer
- Supply/Install new shower taps and spout
- Supply/Install new frameless fixed glass panel shower screen
- Supply/Install new toilet
- Supply/Install new fixed mirror (to suit length of vanity)

Ensuite

- Remove and dispose of existing wall and floor tiles to bathroom
- Remove and dispose of existing taps and fittings

- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of shower and screen
- Remove plaster cove cornice
- Remove render to footprint of existing tiles
- Supply/Install new render to footprint of existing tiles
- Supply/Install new waterproof membrane
- Supply/Install new wall and floor tiles from floor to ceiling
- Supply/Install new plaster cove cornice
- Patch plasterboard ceiling
- Supply/Install 2 x new LED downlights off existing switch location
- Supply/Install 1 x new vanity wall
- Supply/Install new vanity, taps and spout/or mixer
- Supply/Install new shower taps and spout
- Supply/Install new semi frameless shower screen
- Supply/Install new toilet from range provided
- Supply/Install new fixed mirror (to suit length of vanity)

General

- Remove and dispose of carpet to unit
- Supply/Install new laminate floating floor with the approved Museum Towers acoustic timber flooring as per the flooring report from Renzo Tonin to footprint of new floating floor
- Supply/Install new door handles to internal doors
- Remove and replace all light switches to existing locations
- Replace existing light fittings with new to existing locations
- Supply/Install new built-in robe to conceal existing partition wall with timber hinged doors and melamine internal shelving and hanging space to footprint
- Supply/Install new bulkhead and cornice to new built in robes
- Prepare and paint all walls, ceilings, doors and frames (2 x coats, windows and external doors excluded)

- Remove trade related rubbish and clean site
- Together with the restoration of lot and common property if damaged by the works, all of which are to be conducted strictly in accordance with the specification above and the provisions of this by-law.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail;
- (g) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy to the owners corporation;
- (d) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- (e) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 7:00am and 7:00pm Monday- Friday or between 7:00am and 5:00pm on Saturday or such other times reasonably approved by the owners corporation;
- (f) perform the installation within a period of two (2) months from its commencement or such other period of time as may be approved by the owners corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required

to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;

- (e) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law; and
- (f) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Work
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners Corporation may:

- (a) by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

2.39. BATHROOM RENOVATIONS

1. Introduction

This by-law gives you the right to renovate your bathroom on certain conditions.

2. Definitions

In this by-law:

"bathroom renovations" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

- removing existing and installing new tiles and waterproofing on the floor and walls of the bathroom,
- removing and installing new fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing and electrical services to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

"lot" means any lot in the strata scheme,

"you" means an owner for the time being of a lot (being the current owner and all successors).

3. Bathroom Renovations

You may carry out bathroom renovations to any bathroom in your lot on the conditions of this by-law.

4. The Conditions

4.1. Before the Bathroom Renovations

(a) Prior Notice

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a written description of the bathroom renovations.

(b) Planning Approvals

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the consent or certificate.

(c) Insurance Certificates

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the *Home Building Act 1989*.

4.2. During the Bathroom Renovations

(a) Quality of the Bathroom Renovations

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Building Code of Australia

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Bathroom Renovations

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) Work Hours

You must ensure that the bathroom renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between

8.00am – 5.00pm on Monday – Friday and 9.00am – 1.00pm on Saturdays (excluding public holidays).

(f) Noise and Disturbance

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Bathroom Renovations

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

(l) Storage of Building Materials on Common Areas

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

(m) Times for Operation of Noisy Equipment

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the Bathroom Renovations

You must pay all costs associated with the bathroom renovations.

4.3. *After the Bathroom Renovations*

(a) Completion Notice

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the bathroom renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

4.4. *Enduring Obligations*

(a) Maintenance of the Bathroom Renovations

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

(d) Appearance of the Bathroom Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) Indemnity

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

(g) Compliance with all Laws

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

5. Breach of this By-Law

(a) If you breach any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. *Inconsistency*

In the event that this by-law is inconsistent with another by-law, this by-law prevails to the extent of the inconsistency.

2.40. COMMON PROPERTY MEMORANDUM

Owners corporation responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot

	<ul style="list-style-type: none"> (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot

	<ul style="list-style-type: none"> (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking/Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot

	<ul style="list-style-type: none"> (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)

8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Executed in accordance with clause 71 of the *Strata Schemes Management Regulation 2016*, on behalf of The Owners – Strata Plan No 40414:

Date: 07/02/22

Signature: _____

Name: ROD SMITH

Capacity: Strata managing agent