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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Waterloo Shop 2103, 5 Sam Sing Street, Waterloo NSW	**phone**: 0410 701 687 **email**: sabrinawang@stonerealestate.com.au **ref**: Sabrina Wang
co-agent		
vendor	Duo Li 8 McMaster Place Little Bay NSW 2036	
vendor's solicitor	L'Orient Legal Suite 604 Level 6 265 Castlereagh Street Sydney NSW 2000	**phone**: 02 9267 3885 **email**: huang@lorientlegal.com.au **ref**: 16120
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 316 85 O'Connor Street Chippendale NSW 2008 LOT 58 STRATA PLAN SP95304 Folio Identifier 58/SP95304	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions				
	☐ air conditioning	☐ curtains	☐ insect screens	☒ range hood
	☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☐ stove
	☐ clothes line	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: $

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by Duo Li _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the *parties* promise this is correct as far as each *party* is aware)

Land tax is adjustable ☐ NO ☒ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate)*:* **$**

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: **$**

Other details (including those required by regulation or the ATO forms):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☒ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

Strata Plus
Po Box H181 Royal Exchange Post Office, Sydney NSW 1225
levies@strataplus.com.au
02 8198 8500

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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SPECIAL CONDITIONS

33. If there is any inconsistency between the printed clauses of this contract and these Special conditions, these Special conditions prevail to the extent of the inconsistency or conflict.

34. All information given to the purchaser in relation to the sale of the property is confidential and will not be disclosed by the purchaser to any party other than to family, advisers and mortgagees, and the purchaser shall take all reasonable steps to ensure compliance with this confidentiality requirement by associates, employees, advisers, friends and family.

35. Amendments to printed provisions:
    a. Clause 1 - in the definition of “bank” delete “a building society or credit union”;
    b. Clause 2.4 - delete 2.4.1;
    c. Clause 2.9 - delete;
    d. Clause 3 - delete;
    e. Clause 5.1 - delete;
    f. The first line of clause 7.1 is replaced with “The Vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;”
    g. Clause 7.2.1 - replace "10%" with "5%";
    h. Clause 7.2.2 - delete;
    i. Clause 10.1, line 1 is replaced with “The purchaser cannot make a claim, objection, requisition, delay completion, rescind or terminate in respect of -”;
    j. Clause 10.1.8 and 10.1.9 are amended by adding “or existence” after “substance”;
    k. Clause 10.2 - add “make a claim, objection, requisition, delay completion or” after “cannot”;
    l. Clause 13.13 - replace “5” with “1”;
    m. Clause 14.4.2 - delete;
    n. Clause 14.5 - delete;
    o. Clause 17.3 - delete;
    p. Clause 23.6.1 - delete "even if it is payable by instalments" and replace by "but if it is payable by instalments, only the instalments payable prior to settlement";
    q. Clause 23.13 is deleted and is replaced with following "The vendor hereby authorises the purchaser to obtain a certificate under s184 of the *Strata Scheme Management Act 2015* and/or under s171 of the *Community Land Management Act 2021*";
    r. Clause 23.14 is deleted;
    s. Clause 24.3.3 is delete;
    t. Clause 24.4.3 - delete “at least 2 business days before the date for completion”;
    u. Clause 29 - delete;
    v. Clause 30.2 – replace “7” with “14”;
    w. Clause 30.9 – delete “cash (up to $2,000) or”;
    x. Clause 30.11 - delete;
    y. Clause 30.14 is included as follows “The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser’s failure to pay the remittance amount to the Australian Tax Office in accordance with clauses 30.12 and 30.13.”
    z. Clause 31.2 - replace “5” with “2”;

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

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

38. The purchaser acknowledges that they are purchasing the property:
    a. In its present condition and state of repair;
    b. Subject to all defects latent and patent;
    c. Subject to any infestations and dilapidation;
    d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
    e. Subject to all matters including rights of way, covenants and easements noted on the relevant certificate of title or referred to in this contract; and

f. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

39. The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular, the use of the property by the vendor does not of itself mean that such use is a permitted use.

40. Deposit
    a. The purchaser acknowledges that the deposit payable under this contract is 10% of the price.
    b. In the event that the vendor has accepted on the making of this contract payment of an amount which is less than 10% of the price, the purchaser acknowledges that the vendor is entitled to receive and recover the balance of the deposit.
    c. The purchaser must pay the balance of the deposit on the earlier of:
        i. when the purchaser defaults in the observance of any obligations under this contract; or
        ii. the date of completion of this contract; or
        iii. when the vendor makes demand for payment of same;

    and this time is essential.
    d. The vendor agrees not to make demand for payment of the balance of the deposit before the date for completion unless the purchaser defaults in the observance of any obligations under this contract.
    e. In the event that:
        i. the purchaser defaults in the observance of any obligations hereunder;
        ii. the purchaser has not paid the full deposit of 10% of the price; and
        iii. the vendor terminates this contract;

    the vendor shall be entitled to recover from the purchaser as liquidated damages an amount equal to the unpaid balance of the deposit and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary.
    f. This clause shall not merge on completion of this contract.

41. If this contract is not completed by the time stipulated in the contract then at any time thereafter either party who is ready willing and able to complete shall be entitled to give the other party a Notice to Complete requiring completion of this contract within a period of fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the Notice to Complete) and making time of the essence of this contract and such period of fourteen (14) days for all purposes shall be deemed a reasonable time. The party serving the notice to complete shall be entitled to withdraw any Notice to Complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof. If the vendor issues a Notice to Complete in accordance with his/her rights under the contract, the purchaser must pay to the vendor on completion an additional sum of $330.00.

42. In the event that settlement of this matter does not take place within the time period referred to in clause 15 hereof not due to any default on the part of the vendor, then in addition to the other rights accruing to the vendor as a result hereof, the purchaser agrees that it will pay to the vendor interest calculated at the rate of 10% per annum on the balance of purchase moneys outstanding calculated on a daily rate, such interest to be computed from the date provided for completion in clause 15 until the actual date of completion of this contract.

43. Where the Purchaser has booked a date, time and place for settlement with the Vendor and such booking is cancelled for any reason other than the default of the vendor, then for each such cancelled booking the purchaser must pay to the vendor as compensation for the additional legal expenses incurred by the vendor an amount of $220.00 (inclusive of GST) by way of adjustment on completion.

44. FIRB
    a. The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this contract.
    b. If there is a breach of this warranty the purchaser indemnifies the vendor in respect of any loss, damage, fine or legal costs incurred by the vendor as a consequence.
    c. The provisions of special condition shall not merge on completion of this contract.

45. The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of
    a. payment of landtax (if any) and/or the vendor's mortgage on the property (if any); and
    b. a deposit and/or stamp duty and/or balance of purchase price on any piece of real estate that the vendors or their relatives negotiate to purchase or have purchased.

46. The Diagram of Sanitary Drainage or Sewerage Service Diagram issued by Sydney Water enclosed in this contract is, as far as the vendor is aware, the current sewer service connection diagram. The vendor does not warrant or make any representation as to the accuracy or completeness of this diagram and the purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of any matter or thing disclosed therein or arising wherefrom or because of the lack of accuracy or completeness thereof.

47. Survey Report and Building Certificate
    a. If this contract contains a copy of survey report and/or building certificate on the property, the vendor is not obligated to produce the original survey report and/or building certificate on completion. In addition, the vendor does not warrant the accuracy or completeness of the report and/or certificate.
    b. If this contract does not contain a survey report and/or building certificate of the property. The vendor shall not be required to apply for, carry out any works or do anything else necessary for the issue of the report and/or certificate. This contract is not conditional upon the issue of the survey report and/or building certificate.
    c. If the local council refuses or fails to issue the building certificate, that refusal or failure or the facts upon which such refusal or failure is based will not be a defect in the vendor's title to the property and the purchaser must take title despite the council's refusal or failure or the fats.
    d. If the local council requires work to be done on the property as a condition of issuing a building certificate, or issue a building certificate but requires work to be carried out, the purchaser must not make any claim against the vendor nor terminate nor delay completion of this contract because of the council's requirement to carry out that work.

48. Tenancies
This clause applies only if the property is sold subject to existing tenancies. The purchaser is not entitled to make requisitions, objections, delay settlement, claims or rescinds or terminates this Contract-:
    a. In relation to the condition and state of repair of the premises.
    b. If the land is affected by a protected tenancy (a tenancy affected by Part 2,3,4 or 5 *Landlord and Tenant (Amendments) Act 1948*).
    c. If, before the complete date, the tenant under the Agreement vacates the premises on the expiration of the term or abandons the premises or otherwise repudiated the Agreement or the Vendor lawfully terminates the Agreement with the purchaser's consent.

49. Section 184 Certificate or Section 171 Certificate
This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood or community scheme (or on completion is to be a lot in scheme of that kind).
    a. The vendor hereby authorises the purchaser to apply for the section 184 Certificate under the *Strata Schemes Management Act 2015* or for the section 171 Certificate under the *Community Land Management Act 2021* in relation to the lot.
    b. Should the purchaser fail to apply for the Section 184 Certificate (or Section 171 Certificate), the vendor is entitled to penalty interest and its right to issue the notice to complete.

50. Objection and *requisitions* on title
The purchaser agrees that the only objection or *requisitions* on title that the purchaser may make under clause 5 is the requisitions attached to this contract.

51. It is a condition of this contract that if the purchaser is a company. The purchaser must deliver to the vendor on execution of this contract a guarantee in the form attached marked annexure "A" completed and executed by the directors of the purchaser.

52. The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor shall not be deemed to be unable or not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

53. Solar panels
The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:
    a. Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser.
    b. The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels.
    c. The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

d. The purchaser cannot make any requisitions, objection or claim; or rescind, terminate or delay completion of this Contract by reason or any of the above matters under this clause.

54. Land tax
Notwithstanding any other provision of this Contract, and even if page 2 specifies that land tax is not adjustable, if the completion date under this Contract is due before 31 December in the year in which the Contract for the Property was exchanged, but due to the Purchaser's default completion occurs in the following land tax year, then, at settlement, the Purchaser must make an adjustment in favour of the Vendor for the full amount of land tax payable for that following land tax year. This clause is an essential term of the Contract.

Annexure "A"

Director's Guarantee

Vendor:

Purchaser:

Property:

I,_____(the "Guarantor") being Director of _____
(ACN_____) a Company incorporated in the State of New South Wales (hereinafter called "the Purchaser") in consideration of ("the Vendors") at my request agreeing to sell the property described in this Contract to the Purchaser, DO HEREBY CUARANTEE to the Vendors the due and punctual performance by the Purchaser of all the terms and conditions of the within Contract and do further covenant and agree that I will indemnify and keep the Vendors indemnified against any loss and damage howsoever arising which the Vendors may suffer in consequence of any failure of the Purchaser to perform its obligations under the within Contract.

Where two or more guarantors are named herein their liability under this guarantee shall be joint and several.

The Guarantor acknowledges prior to execution hereunder that he/she has read and understood as evidence by his/her signature hereto the terms and conditions of the Contract for Sale in its entirety.

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of Witness

Print Name of Witness

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of Witness

Print Name of Witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 58/SP95304

SEARCH DATE	TIME	EDITION NO	DATE
13/3/2026	10:28 PM	2	27/2/2019

LAND

LOT 58 IN STRATA PLAN 95304
AT CHIPPENDALE
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

DUO LI (T AP88528)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP95304
2 SP95304 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
3 SP95304 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

16120... PRINTED ON 13/3/2026

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP95304

SEARCH DATE	TIME	EDITION NO	DATE
13/3/2026	10:28 PM	5	28/8/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 95304 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHIPPENDALE
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP95304

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 95304
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA PLUS PTY LTD
PO BOX H181
ROYAL EXCHANGE NSW 1225

SECOND SCHEDULE (52 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1230037
3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP95304
4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
5 I568157 EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1142053 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1142053 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
8 DP1142053 POSITIVE COVENANT REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1142053 POSITIVE COVENANT REFERRED TO AND NUMBERED (23) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1181334 EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (52 NOTIFICATIONS) (CONTINUED)

		SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11	DP1181334	EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES (LIMITED IN STRATUM) APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1230037
12	DP1181334	EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13	DP1181334	EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	DP1181334	EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (T2) (LIMITED IN STRATUM) APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1230037
15	DP1181334	EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16	DP1181334	EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (T4) (LIMITED IN STRATUM) APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1230037
17	SP88565	EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (AT2) (LIMITED IN STRATUM) APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1230037
18	SP88765	EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1230037
19	AM527069	POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1230037
20	AN395126	LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES S. 63670 SHOWN IN DP1240444 TOGETHER WITH RIGHT OF CARRIAGEWAY AND EASEMENTS FOR ELECTRICITY PURPOSES AFFECTING THE SITES SHOWN IN DP1240444. EXPIRES: 31/5/2068. OPTION OF RENEWAL: 25 YEARS.
21	DP1230037	EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
22	DP1230037	EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
23	DP1230037	EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
24	DP1230037	EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
25	DP1230037	EASEMENT FOR FIRE STAIRS, PASSAGES & EMERGENCY

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (52 NOTIFICATIONS) (CONTINUED)

		EQUIPMENT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
26	DP1230037	EASEMENT FOR FIRE STAIRS, PASSAGES & EMERGENCY EQUIPMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
27	DP1230037	EASEMENT TO ACCESS & USE OF SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
28	DP1230037	EASEMENT TO ACCESS & USE OF SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
29	DP1230037	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
30	DP1230037	EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
31	DP1230037	EASEMENT FOR EXHAUST PURPOSES & ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
32	DP1230037	POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
33	DP1230037	EASEMENT FOR PUBLIC ACCESS & RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
34	DP1230037	EASEMENT FOR EXHAUST PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
35	DP1230037	EASEMENT FOR END OF JOURNEY FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
36	DP1230037	POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
37	DP1230037	EASEMENT TO ACCESS & USE CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
38	DP1230037	POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
39	DP1230037	EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
40	DP1230037	EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
41	DP1230037	EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (52 NOTIFICATIONS) (CONTINUED)

42	DP1230037	EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
43	DP1230037	EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
44	DP1230037	EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
45	DP1230037	POSITIVE COVENANT REFERRED TO AND NUMBERED (23) IN THE S.88B INSTRUMENT
46	DP1230037	RESTRICTION(S) ON THE USE OF LAND
47	DP1230037	POSITIVE COVENANT REFERRED TO AND NUMBERED (25) IN THE S.88B INSTRUMENT
48	SP95304	EASEMENT FOR MAINTENANCE VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
49	SP95304	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
50	DP1251956	EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
51	DP1251956	EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
52	AP587210	CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 95304

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	45	2	44	3	44	4	43
5	42	6	26	7	49	8	48
9	47	10	51	11	51	12	54
13	65	14	41	15	24	16	23
17	71	18	45	19	45	20	44
21	42	22	40	23	47	24	22
25	28	26	29	27	24	28	47
29	18	30	18	31	21	32	21
33	23	34	21	35	42	36	67
37	53	38	53	39	49	40	47
41	25	42	21	43	32	44	21
45	22	46	20	47	22	48	18
49	19	50	20	51	23	52	20
53	20	54	20	55	24	56	24
57	23	58	42	59	24	60	25

END OF PAGE 4 - CONTINUED OVER

FOLIO: CP/SP95304 PAGE 5

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 95304

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
61	47	62	22	63	29	64	29
65	24	66	38	67	22	68	23
69	21	70	42	71	68	72	53
73	104	74	30	75	47	76	25
77	21	78	32	79	21	80	22
81	20	82	22	83	19	84	19
85	20	86	23	87	20	88	20
89	20	90	24	91	24	92	23
93	42	94	24	95	25	96	48
97	23	98	29	99	29	100	25
101	38	102	22	103	23	104	21
105	42	106	68	107	54	108	53
109	50	110	48	111	25	112	21
113	32	114	21	115	22	116	20
117	22	118	19	119	19	120	20
121	24	122	20	123	20	124	20
125	24	126	25	127	23	128	42
129	24	130	26	131	48	132	23
133	29	134	29	135	25	136	39
137	23	138	23	139	21	140	43
141	69	142	54	143	54	144	50
145	48	146	25	147	21	148	33
149	21	150	22	151	20	152	23
153	19	154	20	155	20	156	24
157	20	158	20	159	20	160	24
161	25	162	23	163	43	164	24
165	26	166	48	167	23	168	29
169	29	170	25	171	39	172	23
173	24	174	21	175	43	176	70
177	54	178	54	179	51	180	48
181	26	182	21	183	33	184	22
185	22	186	21	187	23	188	40
189	21	190	24	191	21	192	21
193	21	194	24	195	25	196	24
197	43	198	24	199	26	200	47
201	23	202	29	203	30	204	25
205	41	206	42	207	60	208	70
209	55	210	54	211	51	212	50
213	42	214	33	215	22	216	25
217	21	218	23	219	40	220	21
221	24	222	21	223	21	224	21
225	25	226	25	227	24	228	43
229	24	230	26	231	41	232	45
233	47	234	38	235	42	236	25

END OF PAGE 5 - CONTINUED OVER

FOLIO: CP/SP95304 PAGE 6

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 95304

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
237	78	238	48	239	48	240	47
241	45	242	41	243	26	244	28
245	27	246	25	247	25	248	25
249	25	250	24	251	44	252	25
253	26	254	81	255	42	256	47
257	73	258	85	259	58	260	75
261	24	262	26	263	73	264	48
265	46	266	24	267	44	268	25
269	26	270	24	271	26	272	73
273	48	274	47	275	24	276	44
277	25	278	29	279	24	280	27
281	74	282	48	283	47	284	24
285	45	286	25	287	29	288	76
289	48	290	47	291	24	292	45
293	25	294	25	295	27		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

16120... PRINTED ON 13/3/2026

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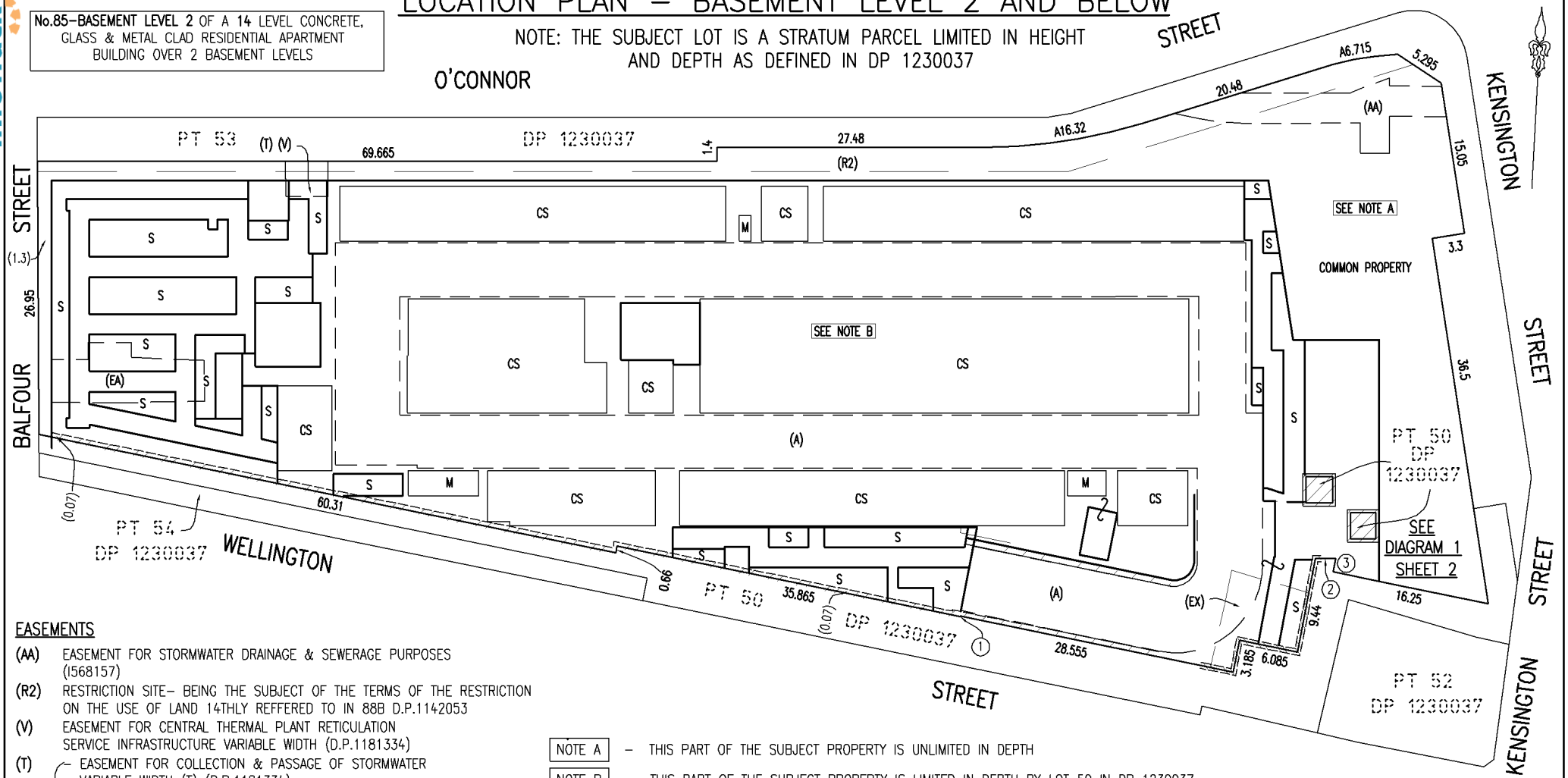
LOCATION PLAN – BASEMENT LEVEL 2 AND BELOW

No.85–BASEMENT LEVEL 2 OF A 14 LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037



EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)

(R2) RESTRICTION SITE– BEING THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND 14THLY REFFERED TO IN 88B D.P.1142053

(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)

(T)
- EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
- EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
- EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)

(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING
* RESTRICTION ON THE USE OF LAND NUMBERED 14 IN D.P.1142053
* POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053

(EA) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AN 395126)

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1230037)

NOTE A – THIS PART OF THE SUBJECT PROPERTY IS UNLIMITED IN DEPTH

NOTE B – THIS PART OF THE SUBJECT PROPERTY IS LIMITED IN DEPTH BY LOT 50 IN DP 1230037

SCHEDULE OF SHORT LINES	
NO	DISTANCE
1	0.075
2	2.075
3	1.34

CS – DENOTES CARSPACES
M – DENOTES MOTORBIKE SPACE
S – DENOTE STORAGE SPACES

GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LOT VIDE DP 1230037
- EASEMENT FOR SUPPORT AND SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT
- EASEMENT TO ACCESS AND USE SHARED FACILITIES

NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT RE–SHOWN ON THE FOLLOWING LOCATION PLANS

SURVEYOR
Name: TASY MORAITIS
Date: 30/08/2018
Reference: 141021 B11 SP–TM

PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037

LGA: SYDNEY
Locality: CHIPPENDALE
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
26.10.2018

SP95304

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Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:1 of 54
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LOCATION PLAN – BASEMENT LEVEL 2 – DIAGRAMS

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85–BASEMENT 2 OF A **14** LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

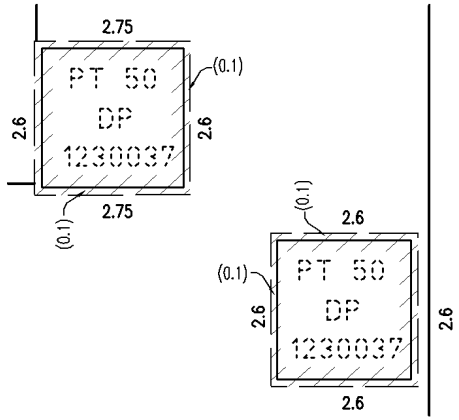

DIAGRAM 1
RATIO: 1:100

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT01&SH02-LOC B2.dwg

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LOCATION PLAN – BASEMENT LEVEL 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85–BASEMENT LEVEL 1 OF A 14 LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)

(R2) RESTRICTION SITE– BEING THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND 14THLY REFFERED TO IN 88B D.P.1142053

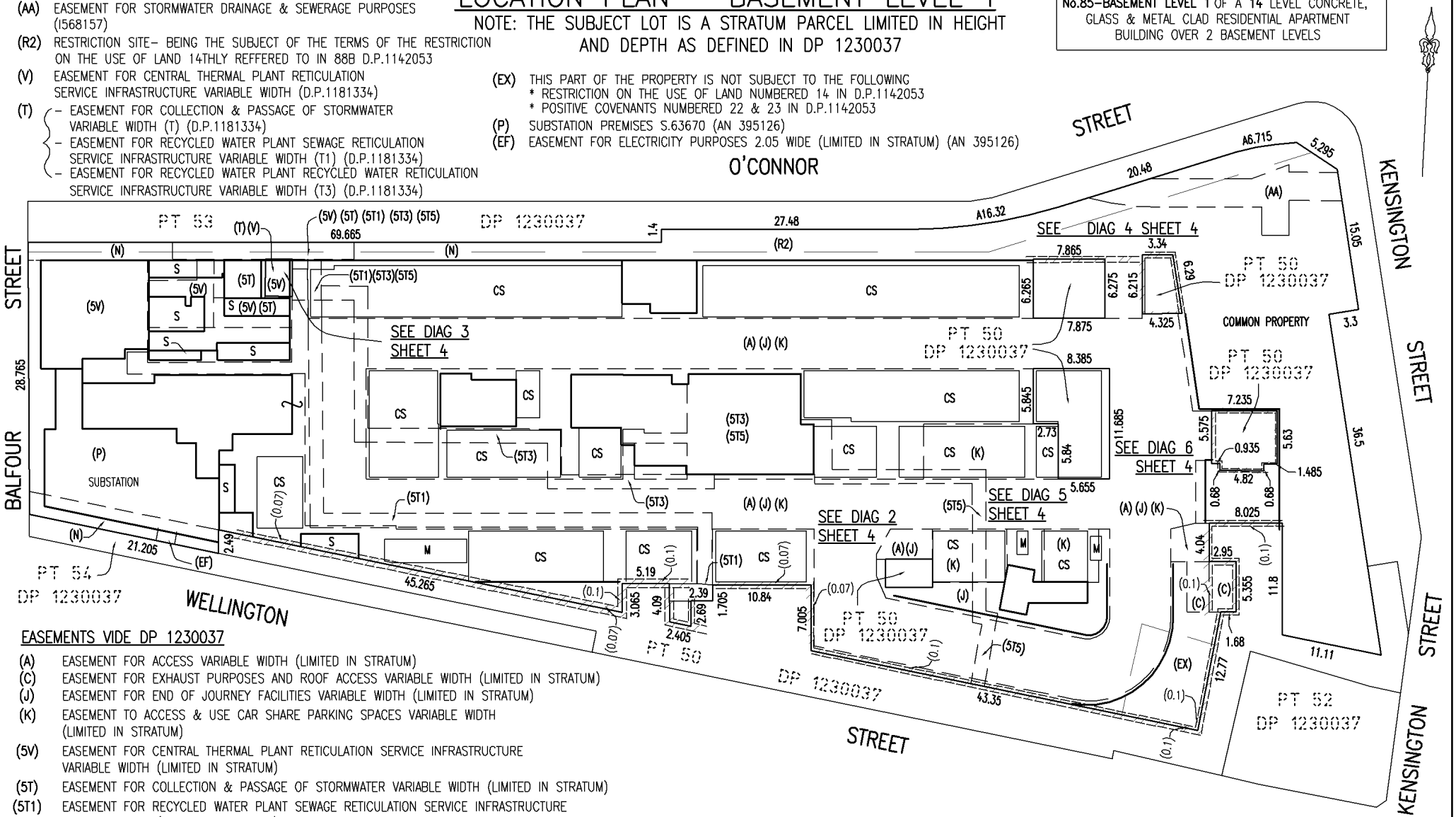
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)

(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)

(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING
* RESTRICTION ON THE USE OF LAND NUMBERED 14 IN D.P.1142053
* POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053

(P) SUBSTATION PREMISES S.63670 (AN 395126)

(EF) EASEMENT FOR ELECTRICITY PURPOSES 2.05 WIDE (LIMITED IN STRATUM) (AN 395126)



EASEMENTS VIDE DP 1230037

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(J) EASEMENT FOR END OF JOURNEY FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)

(K) EASEMENT TO ACCESS & USE CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM)

(5V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

(5T) EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)

(5T1) EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

(5T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

(5T5) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (LIMITED IN STRATUM)

(N) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM)

CS – DENOTES CARSPACE
M – DENOTES MOTORBIKE SPACE
S – DENOTE STORAGE SPACE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT03&SH04–LOC B1.dwg

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LOCATION PLAN – BASEMENT LEVEL 1 – DIAGRAMS

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85–BASEMENT LEVEL 1 OF A 14 LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

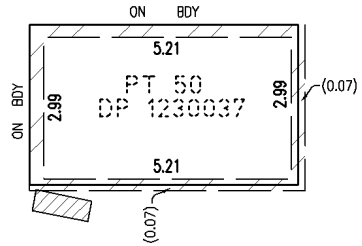

DIAGRAM 2
RATIO: 1:100

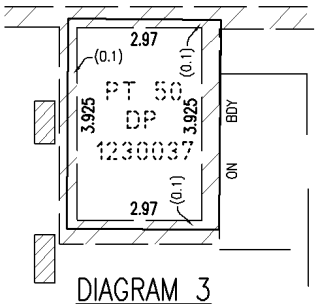

DIAGRAM 3
RATIO: 1:100

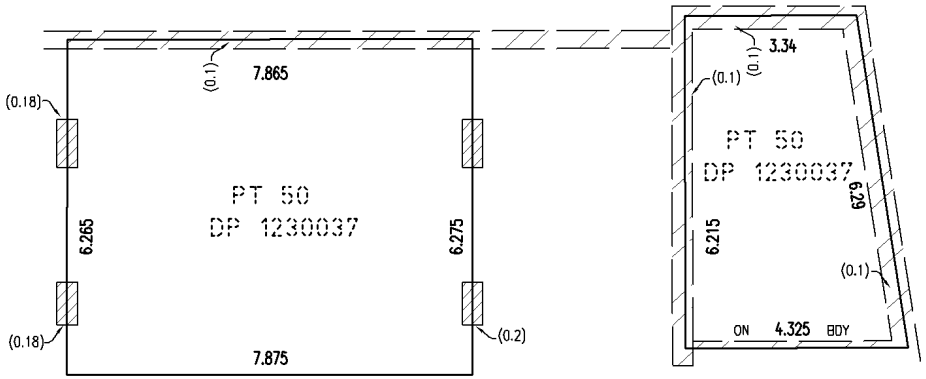

DIAGRAM 4
RATIO: 1:100

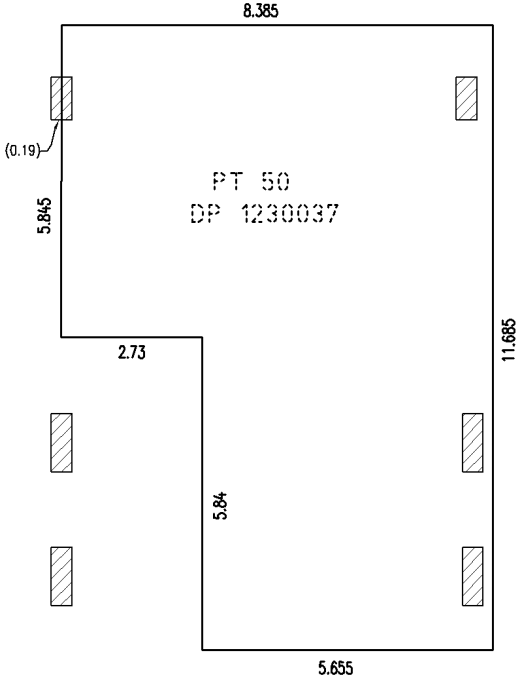

DIAGRAM 5
RATIO: 1:100

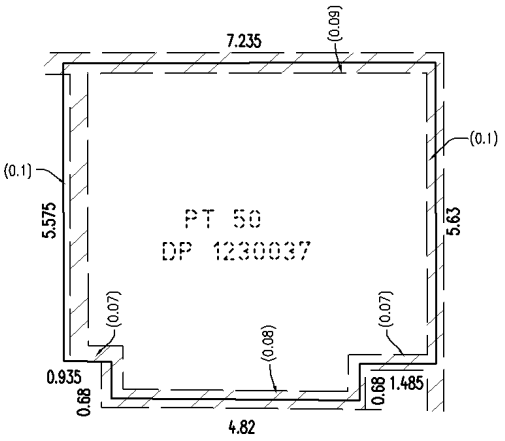

DIAGRAM 6
RATIO: 1:100

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT03&SH04–LOC B1.dwg

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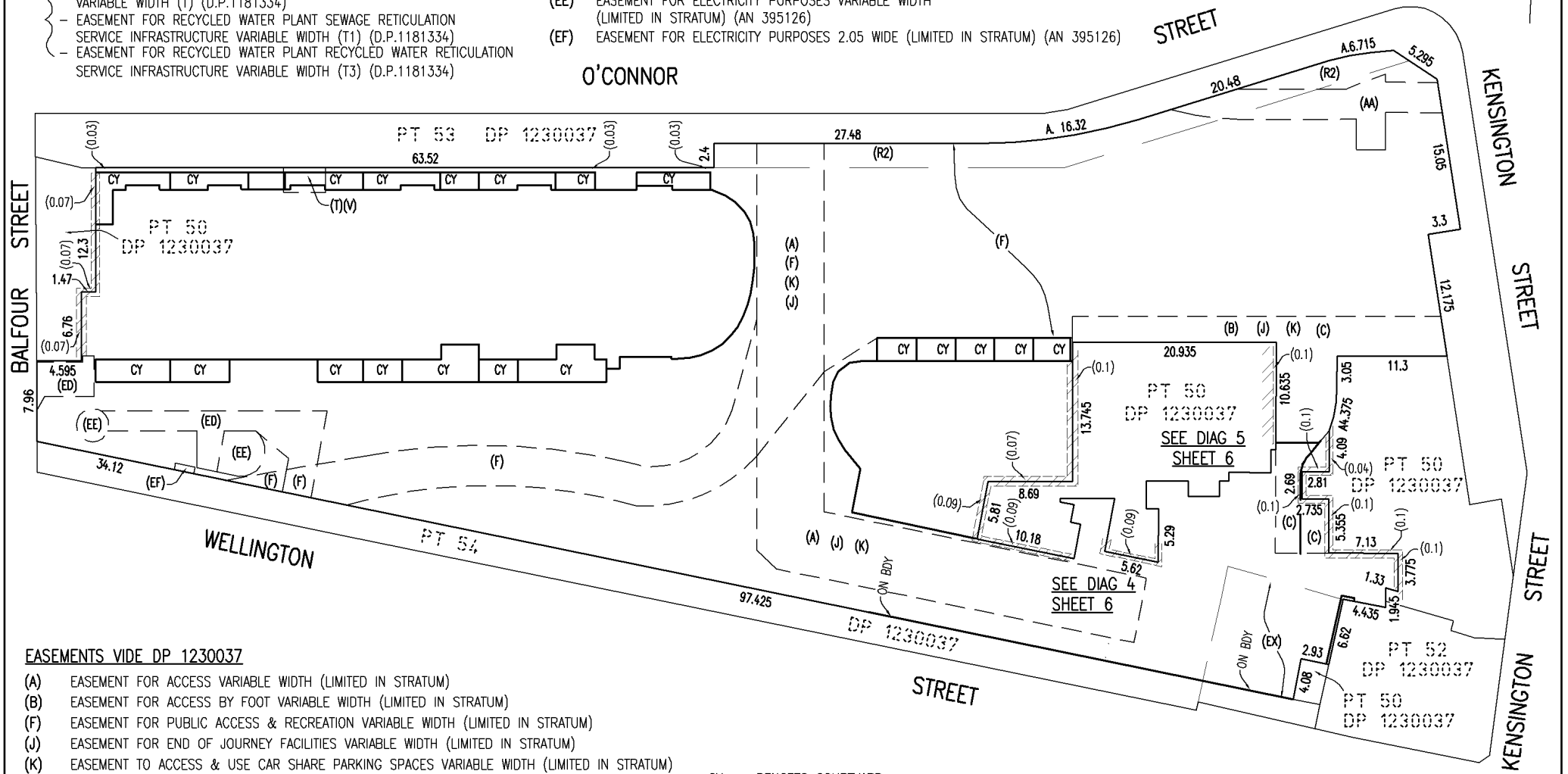
LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85–GROUND LEVEL OF A 14 LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(R2) RESTRICTION SITE– BEING THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND 14THLY REFFERED TO IN 88B D.P.1142053
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING
* RESTRICTION ON THE USE OF LAND NUMBERED 14 IN D.P.1142053
* POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053
(ED) RIGHT OF CARRIAGEWAY 2 WIDE, 3 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM) (AN 395126)
(EE) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AN 395126)
(EF) EASEMENT FOR ELECTRICITY PURPOSES 2.05 WIDE (LIMITED IN STRATUM) (AN 395126)



EASEMENTS VIDE DP 1230037

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(F) EASEMENT FOR PUBLIC ACCESS & RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR END OF JOURNEY FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)
(K) EASEMENT TO ACCESS & USE CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

CY – DENOTES COURTYARD

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT05&SH06-LOC GND.dwg

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LOCATION PLAN – GROUND LEVEL DIAGRAMS

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85–GROUND LEVEL OF A **14** LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

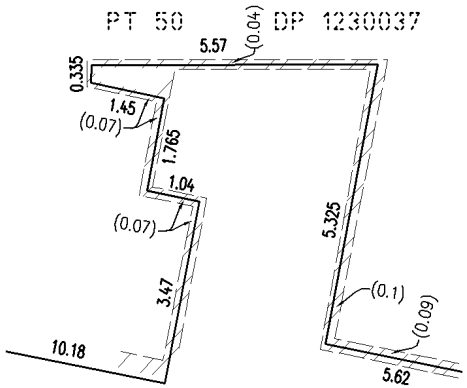

DIAGRAM 4
RATIO: 1:100

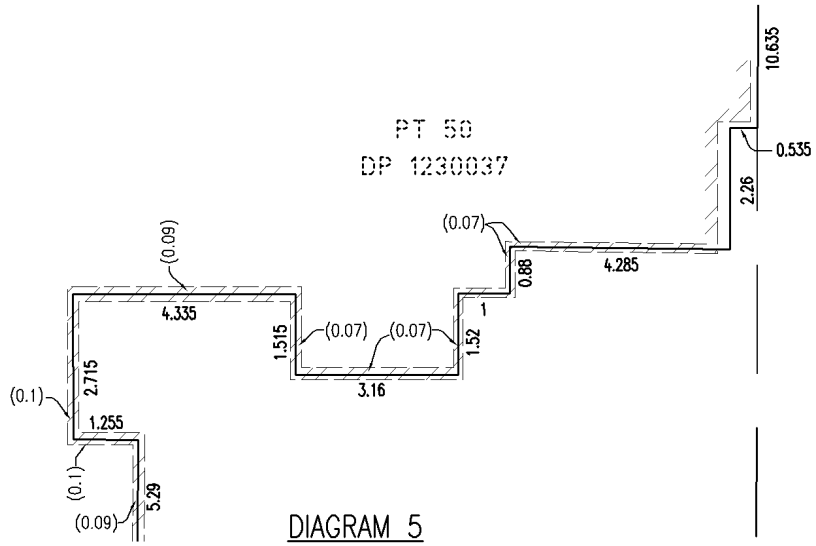

DIAGRAM 5
RATIO: 1:100

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT05&SH06-LOC GND.dwg

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LOCATION PLAN – LEVEL 1 & 2

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85 – LEVEL 1 & 2 OF A 14 LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(R2) RESTRICTION SITE– BEING THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND 14THLY REFFERED TO IN 88B D.P.1142053
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 120037)

O'CONNOR

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

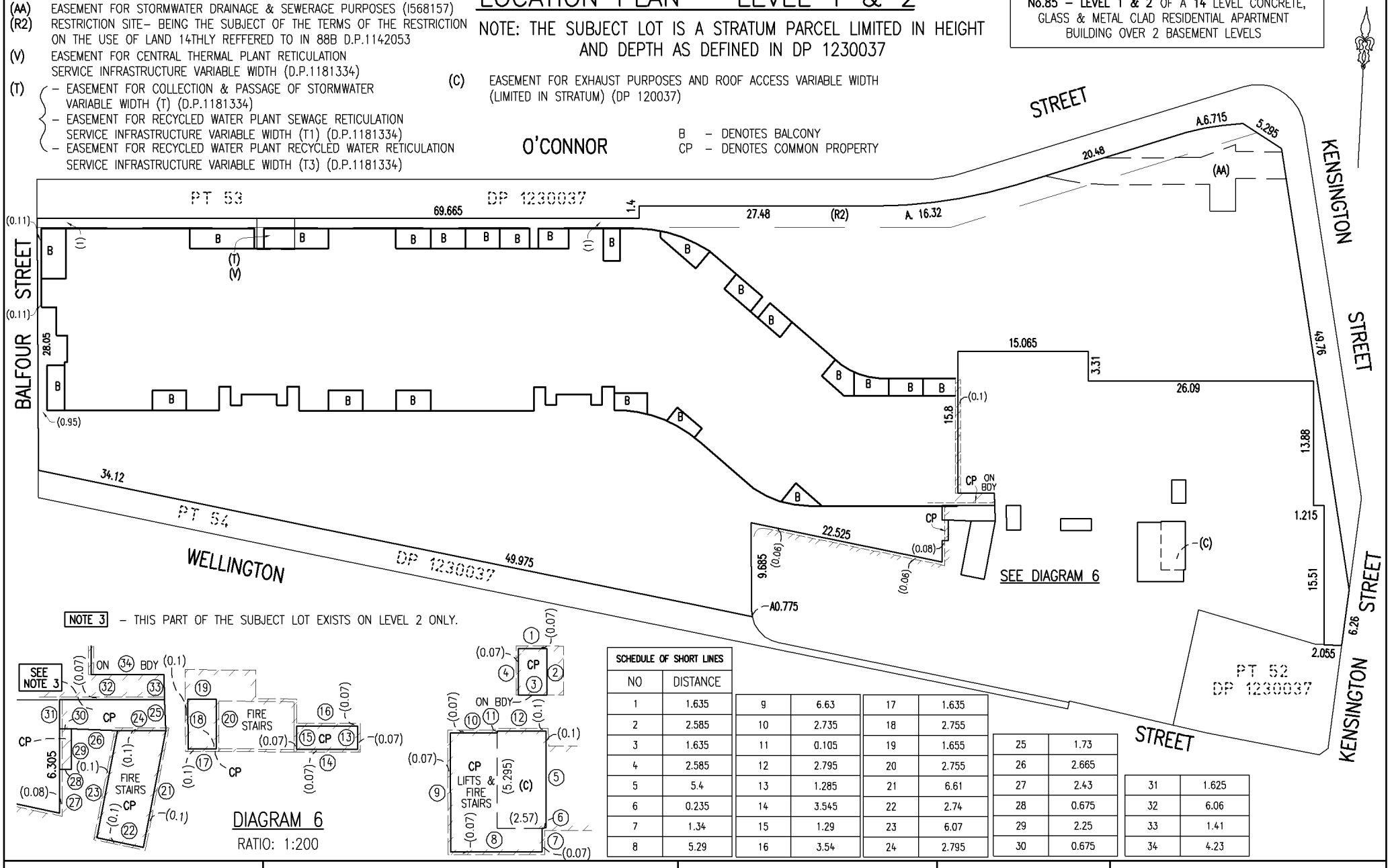

DIAGRAM 6
RATIO: 1:200

SCHEDULE OF SHORT LINES	
NO	DISTANCE
1	1.635
2	2.585
3	1.635
4	2.585
5	5.4
6	0.235
7	1.34
8	5.29
9	6.63
10	2.735
11	0.105
12	2.795
13	1.285
14	3.545
15	1.29
16	3.54
17	1.635
18	2.755
19	1.655
20	2.755
21	6.61
22	2.74
23	6.07
24	2.795
25	1.73
26	2.665
27	2.43
28	0.675
29	2.25
30	0.675
31	1.625
32	6.06
33	1.41
34	4.23

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

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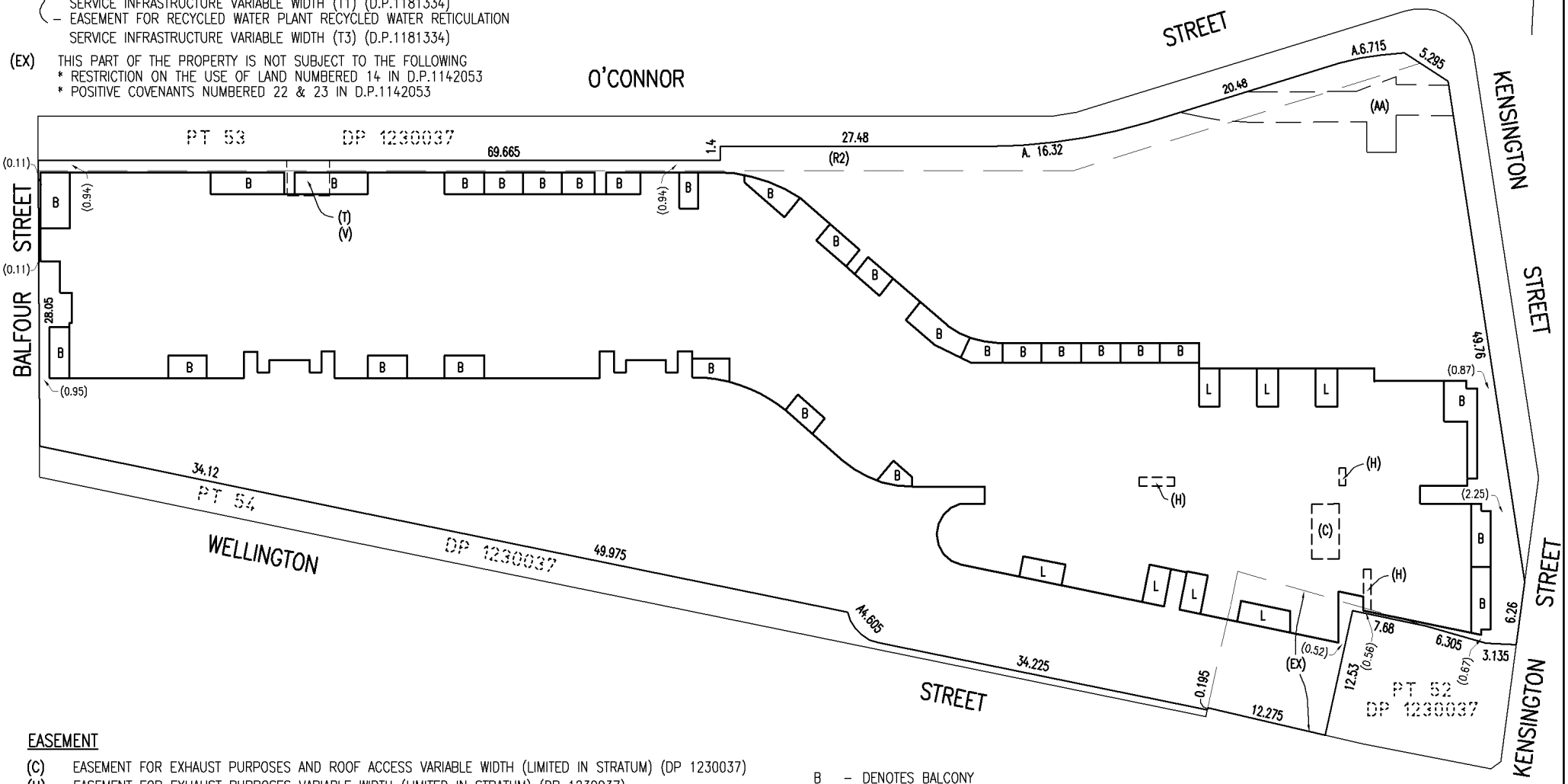
LOCATION PLAN – LEVEL 3

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85 – LEVEL 3 OF A 14 LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(R2) RESTRICTION SITE– BEING THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND 14THLY REFFERED TO IN 88B D.P.1142053
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING
* RESTRICTION ON THE USE OF LAND NUMBERED 14 IN D.P.1142053
* POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053



EASEMENT

(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1230037)
(H) EASEMENT FOR EXHAUST PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1230037)

B – DENOTES BALCONY
L – DENOTES LOGGIA

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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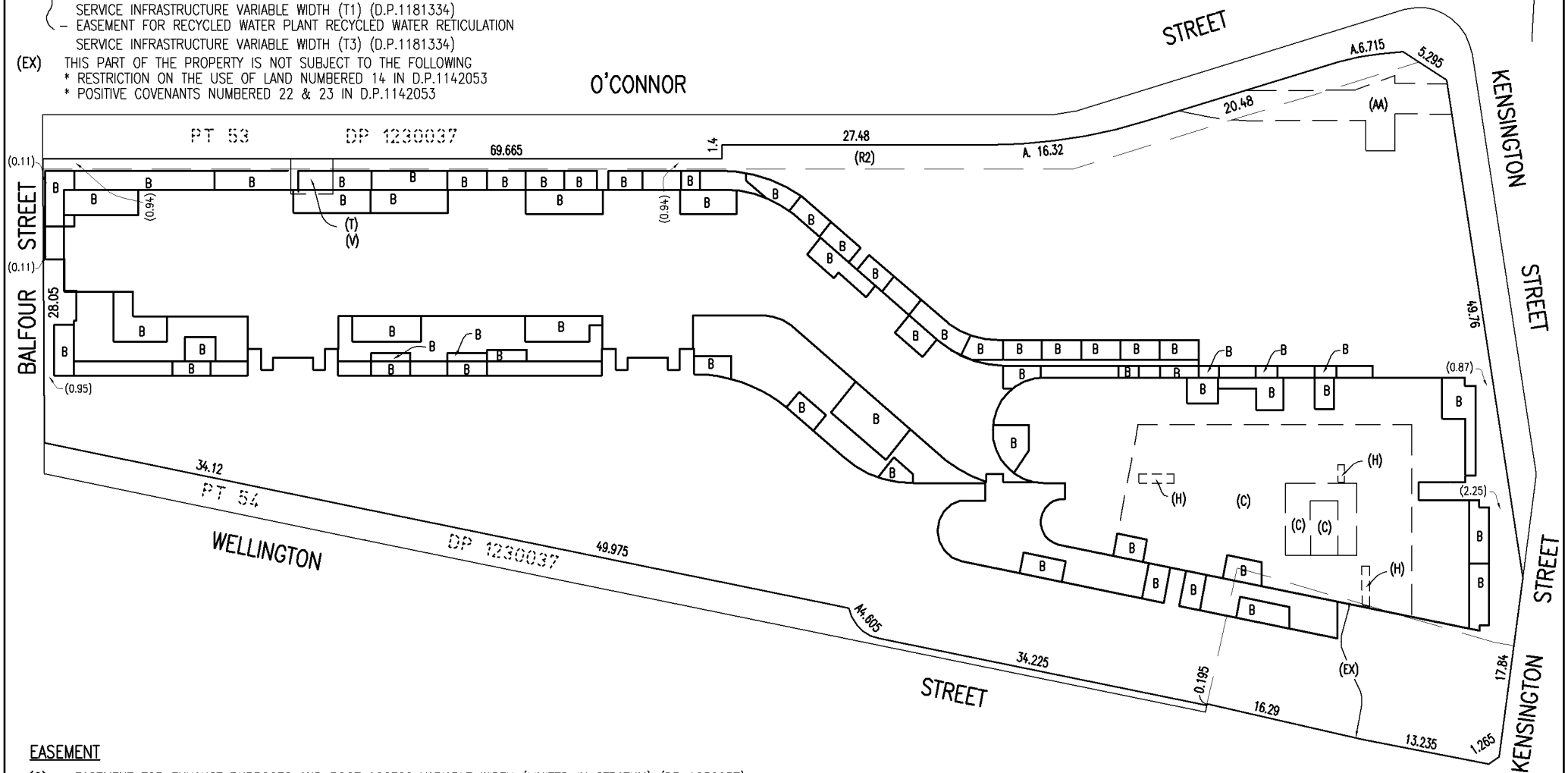
LOCATION PLAN – LEVEL 4 & ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN DP 1230037

No.85 – LEVEL 4 TO LEVEL 13 OF A 14 LEVEL CONCRETE, GLASS & METAL CLAD RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(R2) RESTRICTION SITE– BEING THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND 14THLY REFFERED TO IN 88B D.P.1142053
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING
* RESTRICTION ON THE USE OF LAND NUMBERED 14 IN D.P.1142053
* POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053



EASEMENT

(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1230037)
(H) EASEMENT FOR EXHAUST PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1230037)

B – DENOTES BALCONY

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT09-LOC L4 AND ABOVE.dwg

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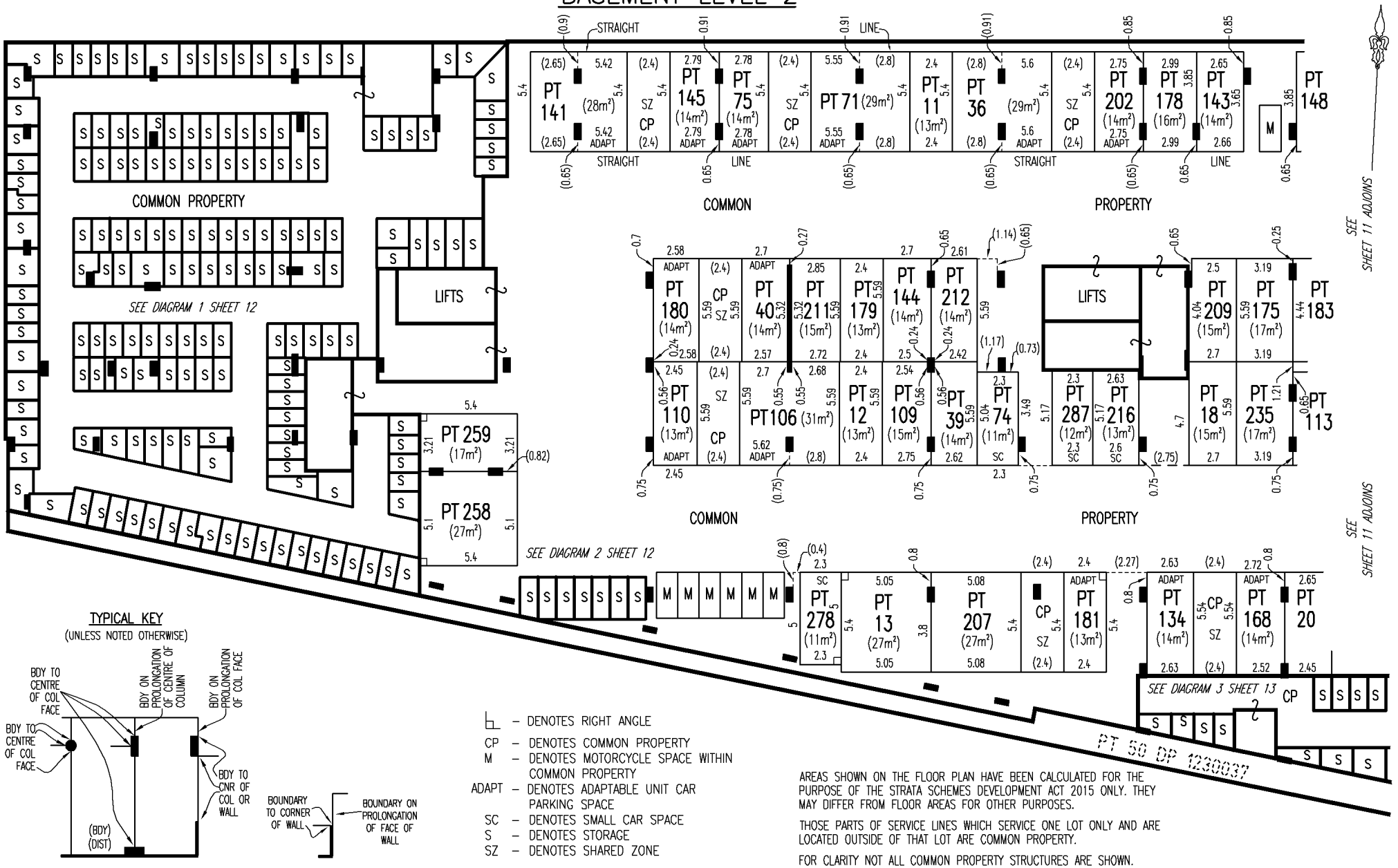
BASEMENT LEVEL 2



TYPICAL KEY

(UNLESS NOTED OTHERWISE)

- ⌞ – DENOTES RIGHT ANGLE
- CP – DENOTES COMMON PROPERTY
- M – DENOTES MOTORCYCLE SPACE WITHIN COMMON PROPERTY
- ADAPT – DENOTES ADAPTABLE UNIT CAR PARKING SPACE
- SC – DENOTES SMALL CAR SPACE
- S – DENOTES STORAGE
- SZ – DENOTES SHARED ZONE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP-TM				

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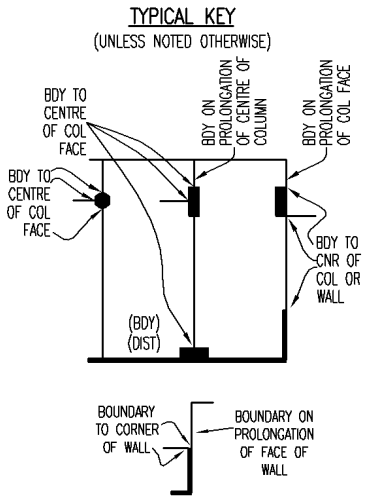
BASEMENT LEVEL 2



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- ⌞ – DENOTES RIGHT ANGLE
- CP – DENOTES COMMON PROPERTY
- M – DENOTES MOTORCYCLE SPACE WITHIN COMMON PROPERTY
- ADAPT – DENOTES ADAPTABLE UNIT CAR PARKING SPACE
- SC – DENOTES SMALL CAR SPACE
- S – DENOTES STORAGE
- SZ – DENOTES SHARED ZONE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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BASEMENT LEVEL 2 – STORAGE DIAGRAMS

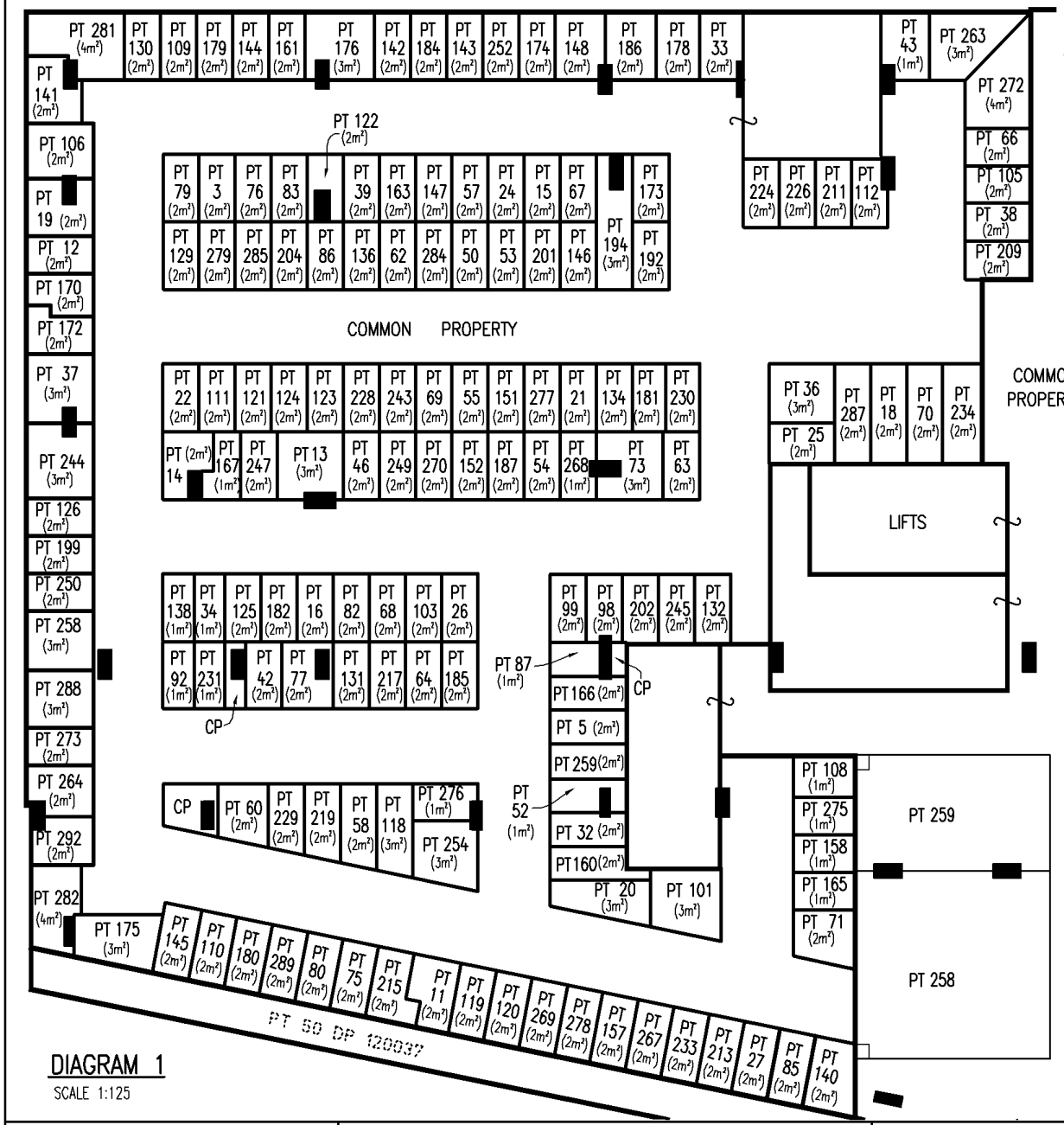

DIAGRAM 1
SCALE 1:125

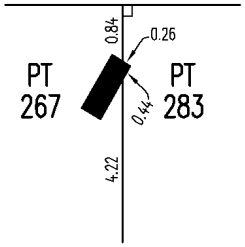

DIAGRAM A
NOT TO SCALE

⌞ – DENOTES RIGHT ANGLE
CP – DENOTES COMMON PROPERTY

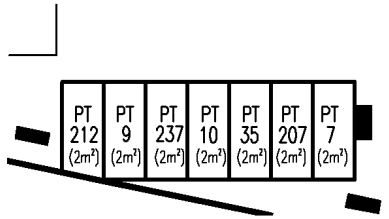

DIAGRAM 2
SCALE 1:125

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:125 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

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BASEMENT LEVEL 2 – STORAGE DIAGRAMS

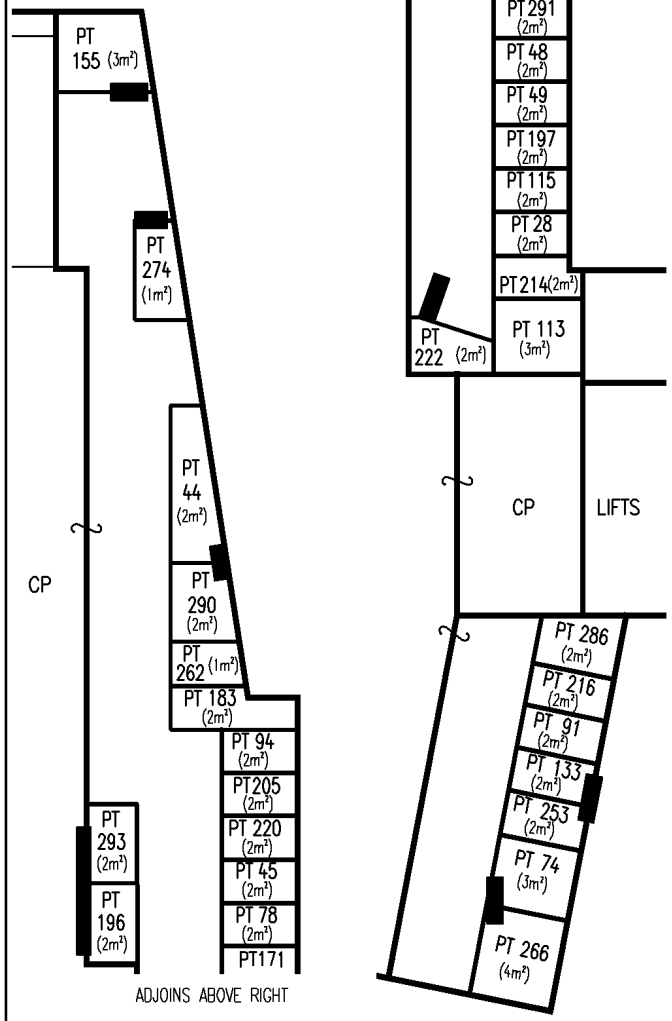

DIAGRAM 4

SCALE 1:125

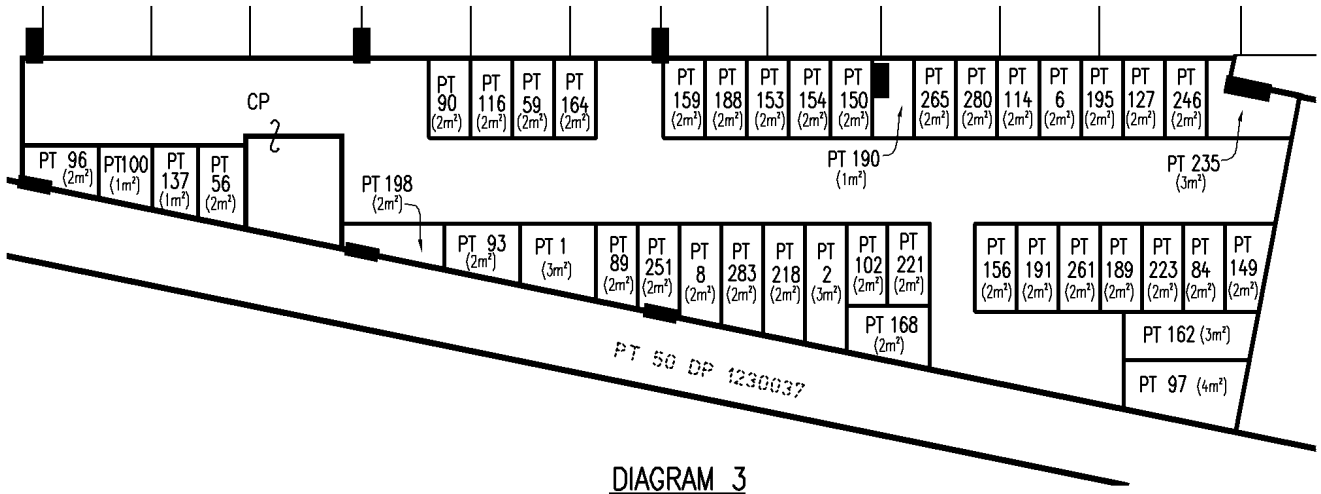

DIAGRAM 3

SCALE 1:125

CP – DENOTES COMMON PROPERTY

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:125 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

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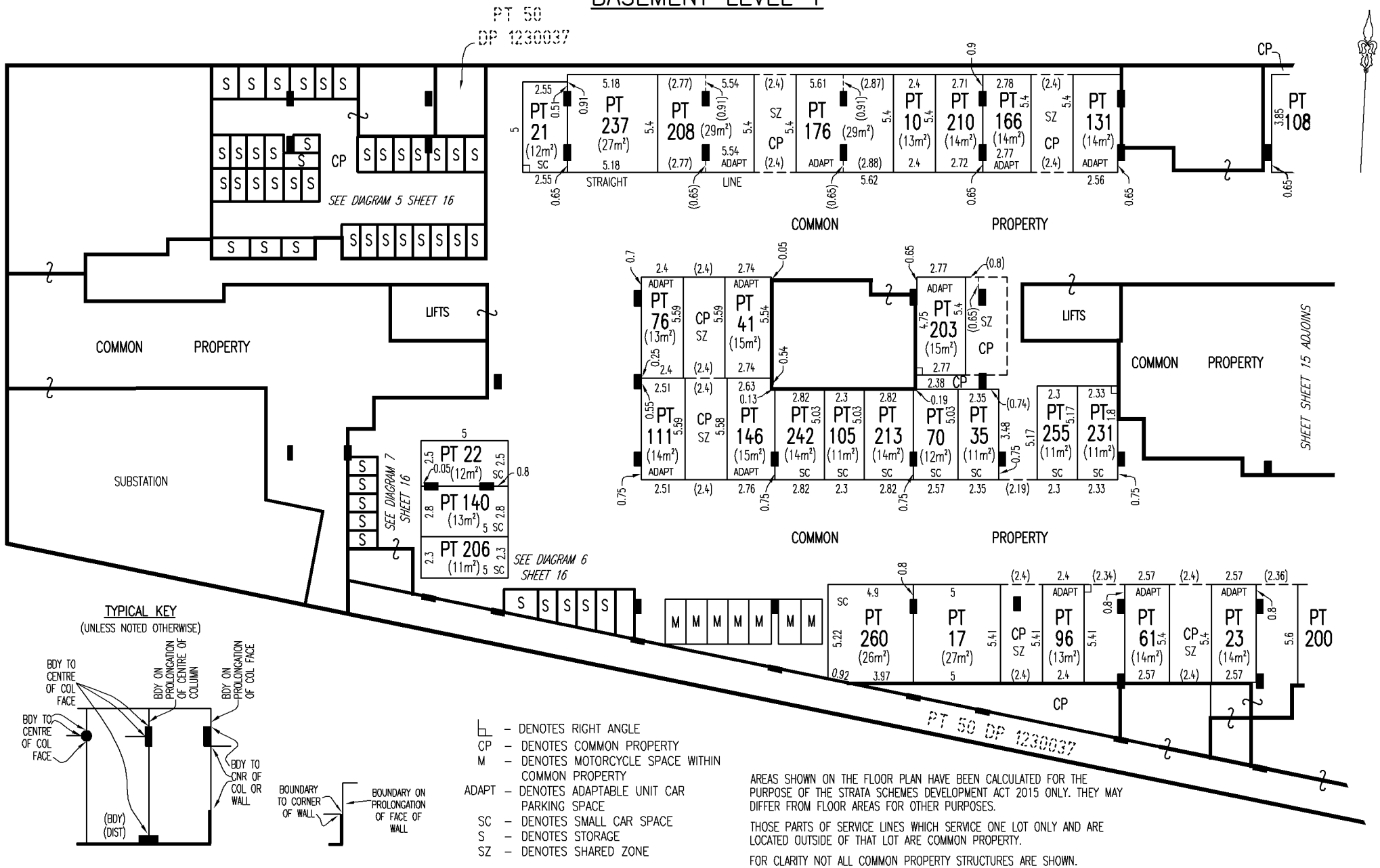
BASEMENT LEVEL 1



TYPICAL KEY
(UNLESS NOTED OTHERWISE)

- ⌐ – DENOTES RIGHT ANGLE
- CP – DENOTES COMMON PROPERTY
- M – DENOTES MOTORCYCLE SPACE WITHIN COMMON PROPERTY
- ADAPT – DENOTES ADAPTABLE UNIT CAR PARKING SPACE
- SC – DENOTES SMALL CAR SPACE
- S – DENOTES STORAGE
- SZ – DENOTES SHARED ZONE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

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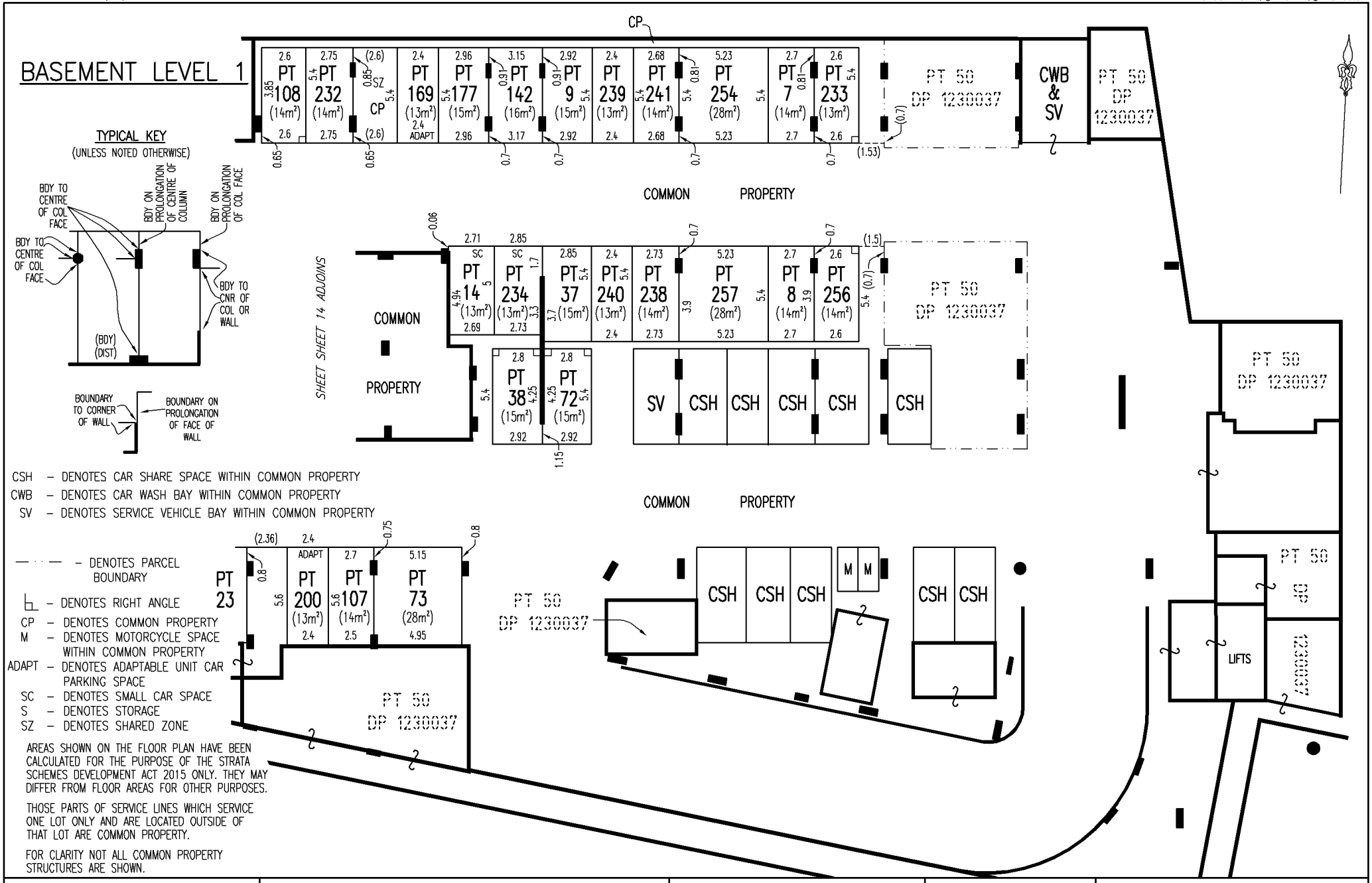
BASEMENT LEVEL 1



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT14-16 B1.dwg

BASEMENT LEVEL 1

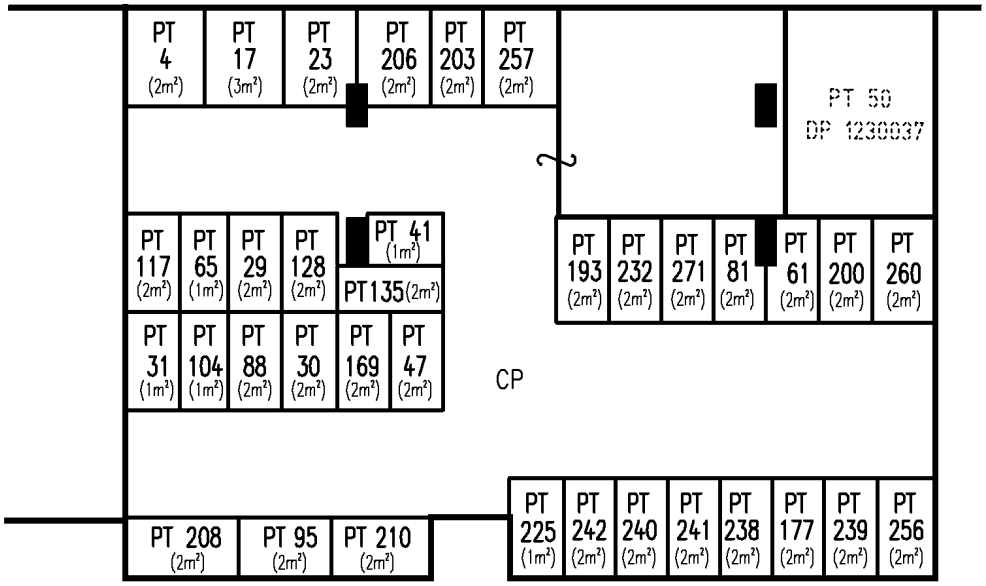


DIAGRAM 5
SCALE 1:100

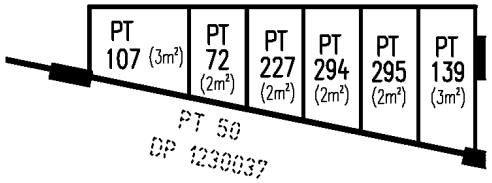


DIAGRAM 6
SCALE 1:100

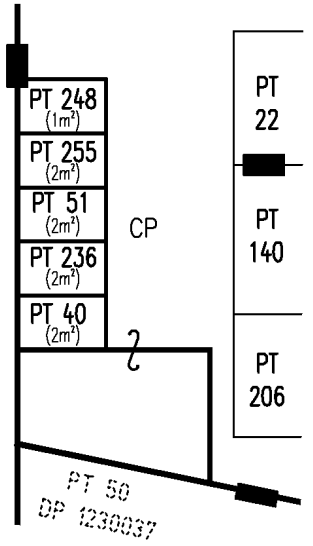


DIAGRAM 7
SCALE 1:100

CP – DENOTES COMMON PROPERTY

SURVEYOR Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 26.10.2018	SP95304

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT14-16 B1.dwg

Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:16 of 54
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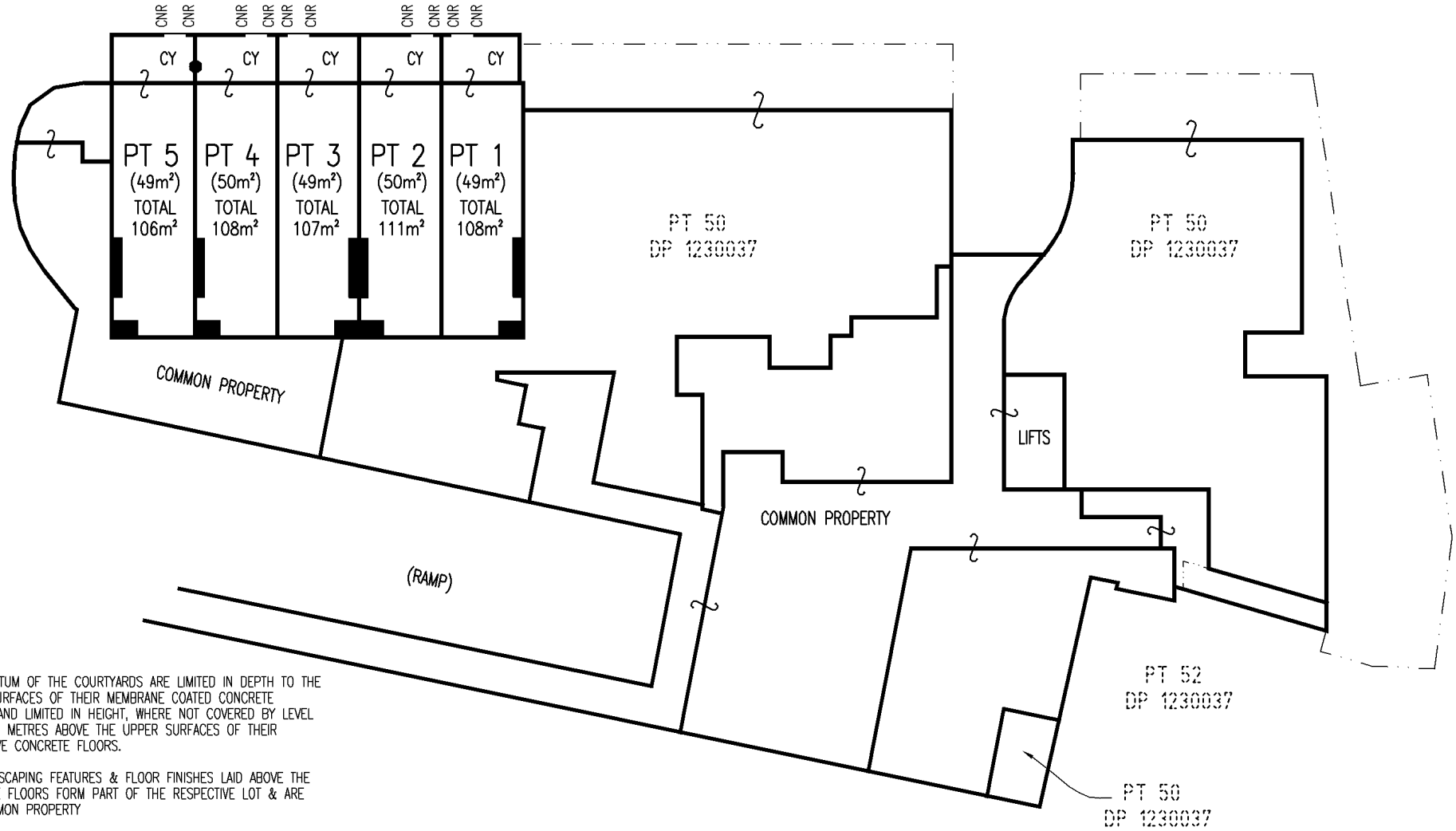
GROUND LEVEL



SEE SHEET 18 FOR CONTINUATION

- THE STRATUM OF THE COURTYARDS ARE LIMITED IN DEPTH TO THE UPPER SURFACES OF THEIR MEMBRANE COATED CONCRETE FLOORS, AND LIMITED IN HEIGHT, WHERE NOT COVERED BY LEVEL 2, TO 5.7 METRES ABOVE THE UPPER SURFACES OF THEIR RESPECTIVE CONCRETE FLOORS.
- ALL LANDSCAPING FEATURES & FLOOR FINISHES LAID ABOVE THE CONCRETE FLOORS FORM PART OF THE RESPECTIVE LOT & ARE NOT COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

— · — · — – DENOTES PARCEL BOUNDARY
CY – DENOTES COURTYARD
CNR – DENOTES CORNER OF WALL

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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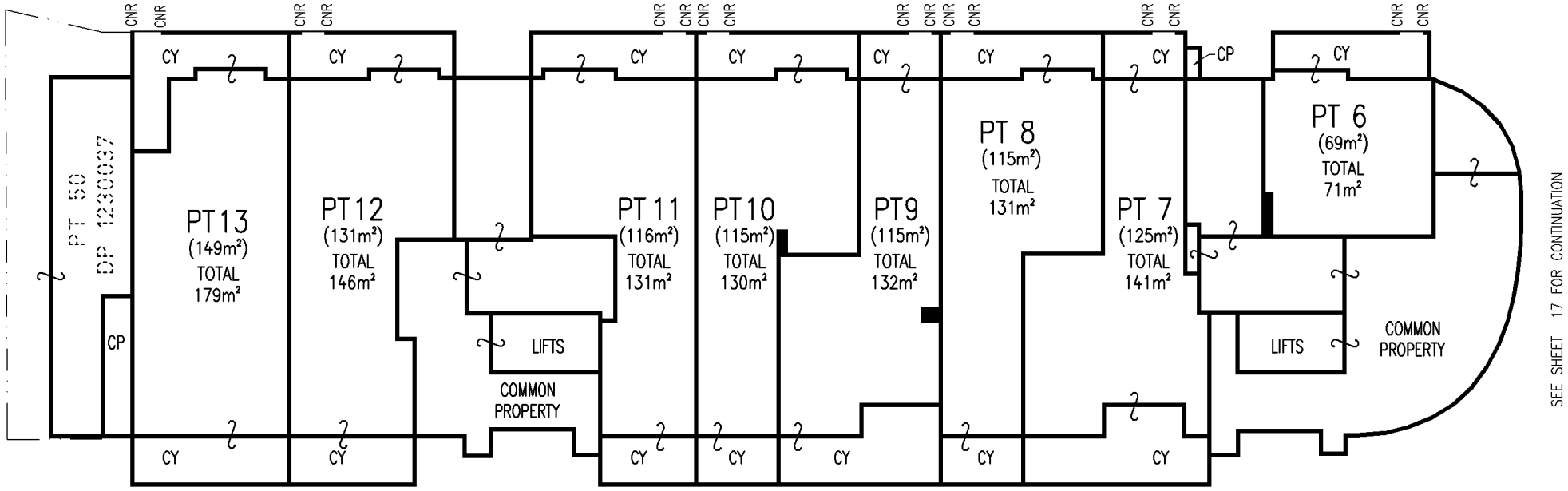
GROUND LEVEL



- THE STRATUM OF THE COURTYARDS ARE LIMITED IN DEPTH TO THE UPPER SURFACES OF THEIR MEMBRANE COATED CONCRETE FLOORS, AND LIMITED IN HEIGHT, WHERE NOT COVERED BY LEVEL 1, TO 3.3 METRES ABOVE THE UPPER SURFACES OF THEIR RESPECTIVE CONCRETE FLOORS.
- ALL LANDSCAPING FEATURES & FLOOR FINISHES LAID ABOVE THE CONCRETE FLOORS FORM PART OF THE RESPECTIVE LOT & ARE NOT COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

— · — · — – DENOTES PARCEL BOUNDARY
CY – DENOTES COURTYARD
CP – DENOTES COMMON PROPERTY
CNR – DENOTES CORNER OF WALL

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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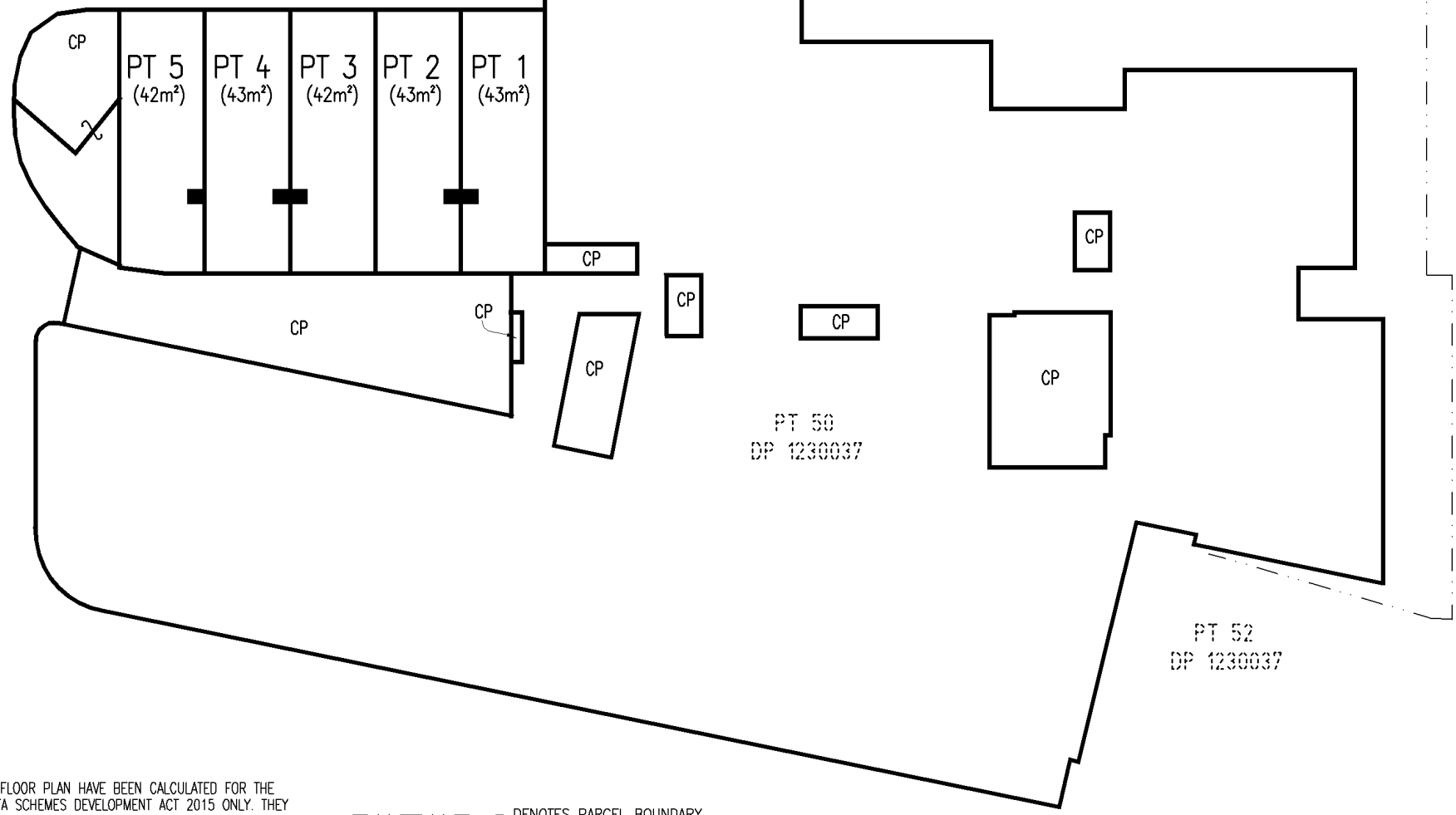
LEVEL 1



SEE SHEET 20 FOR CONTINUATION

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

— · — · — – DENOTES PARCEL BOUNDARY

CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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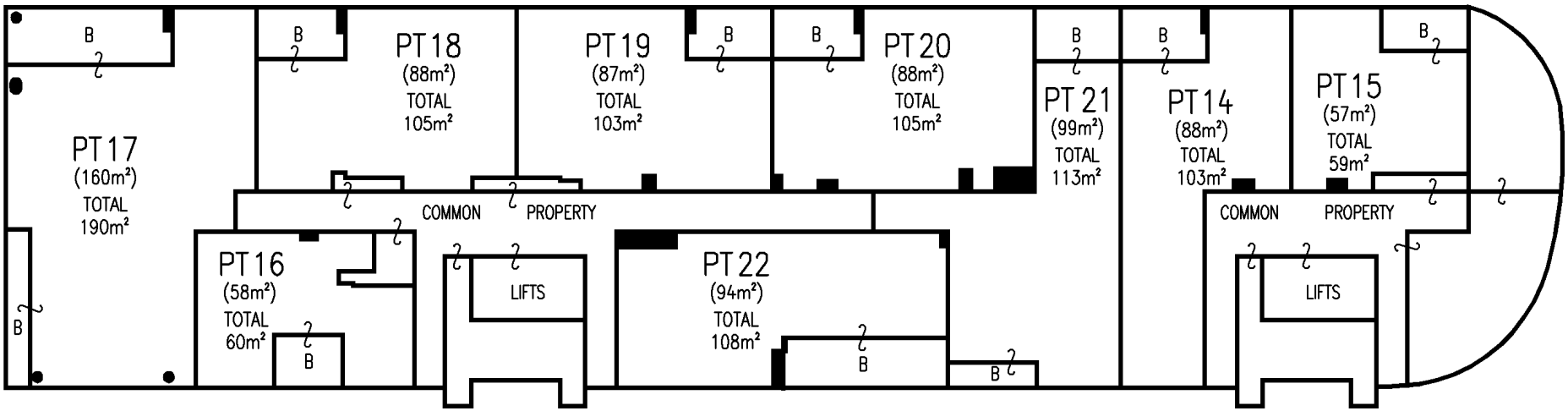
LEVEL 1



- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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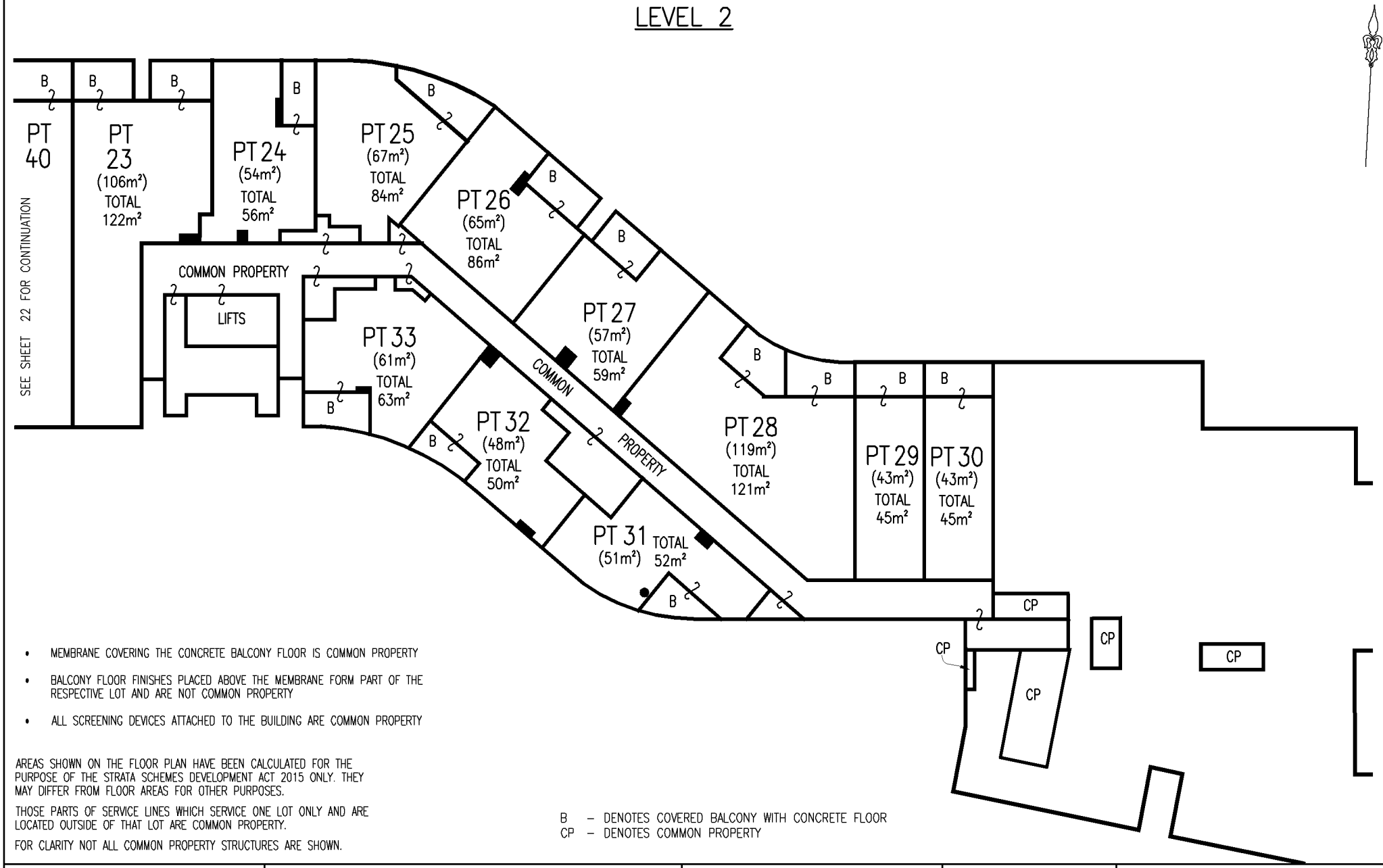
LEVEL 2



- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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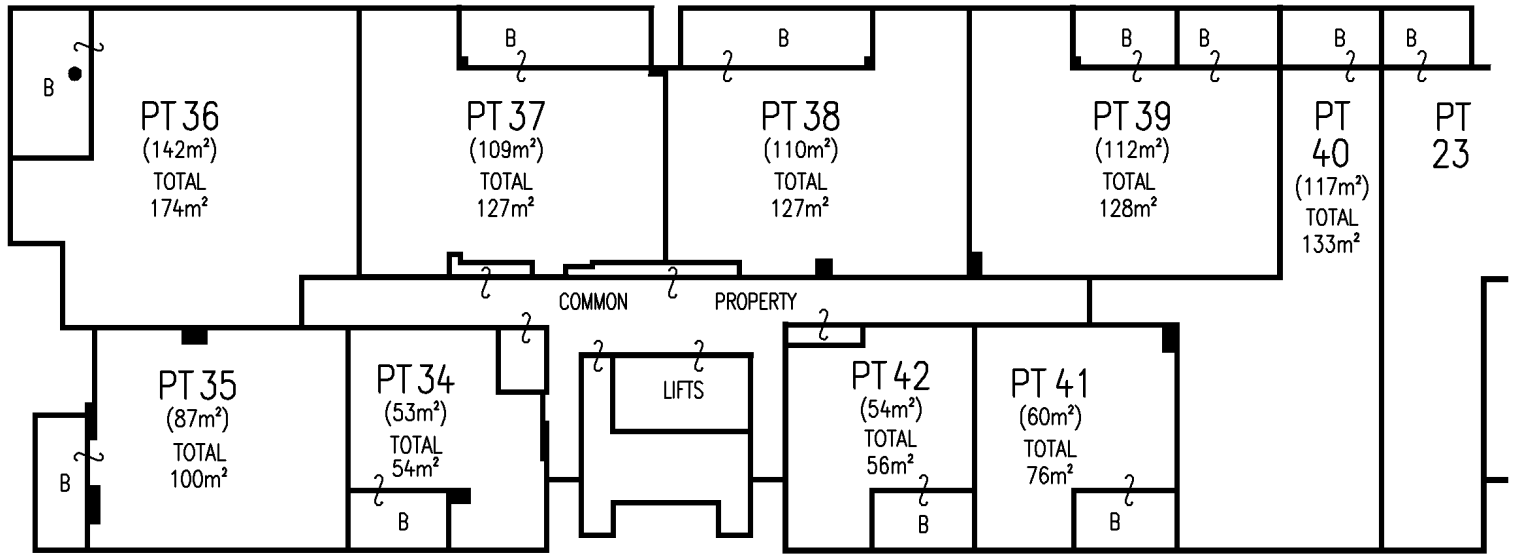
LEVEL 2



SEE SHEET 21 FOR CONTINUATION

- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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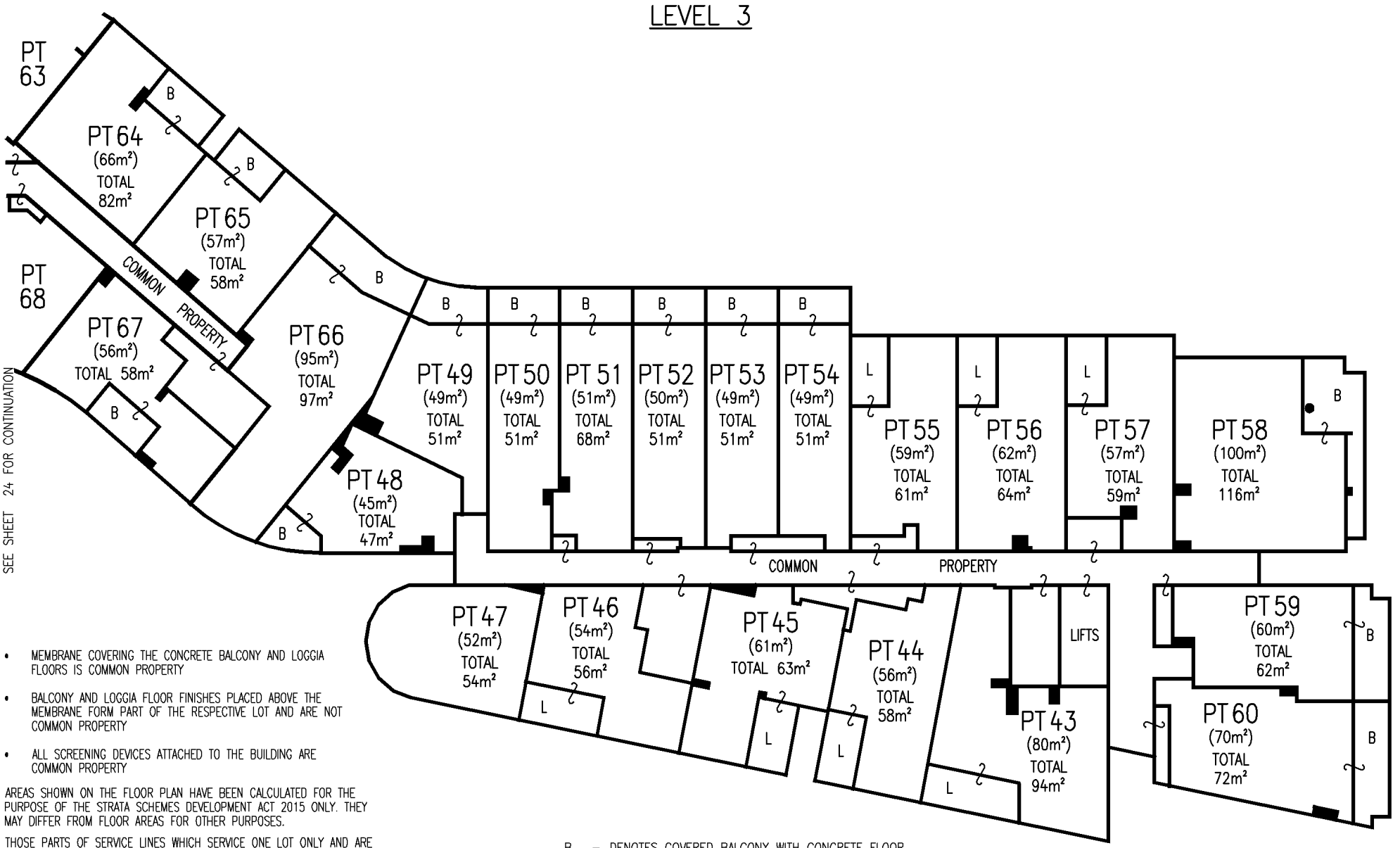
LEVEL 3



- MEMBRANE COVERING THE CONCRETE BALCONY AND LOGGIA FLOORS IS COMMON PROPERTY
- BALCONY AND LOGGIA FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR
L – DENOTES COVERED LOGGIA WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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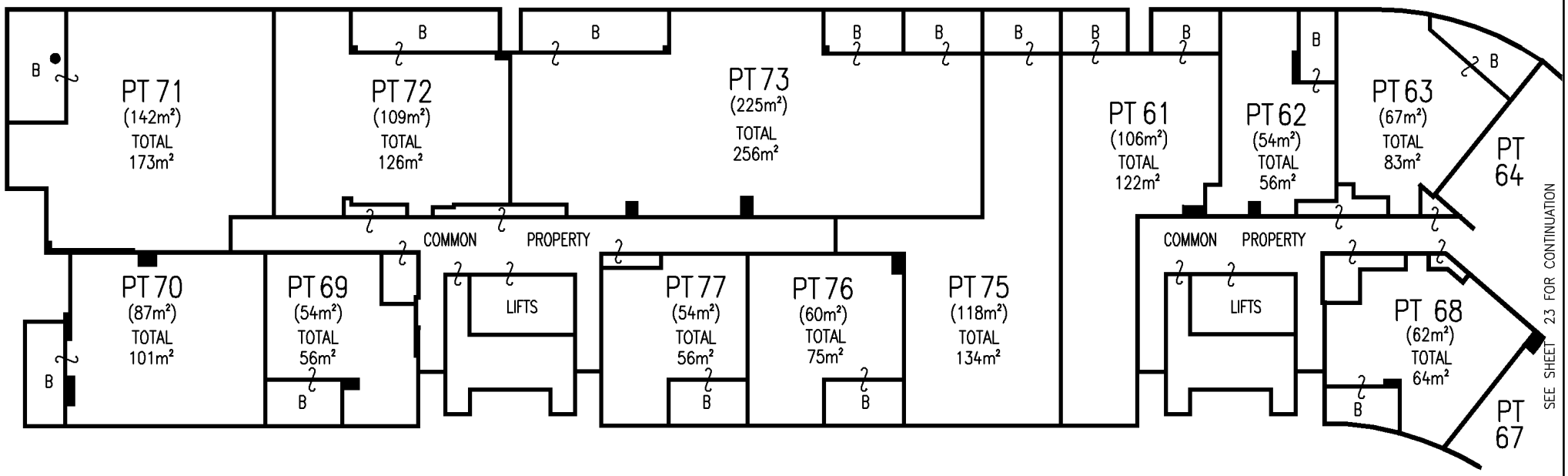
LEVEL 3



- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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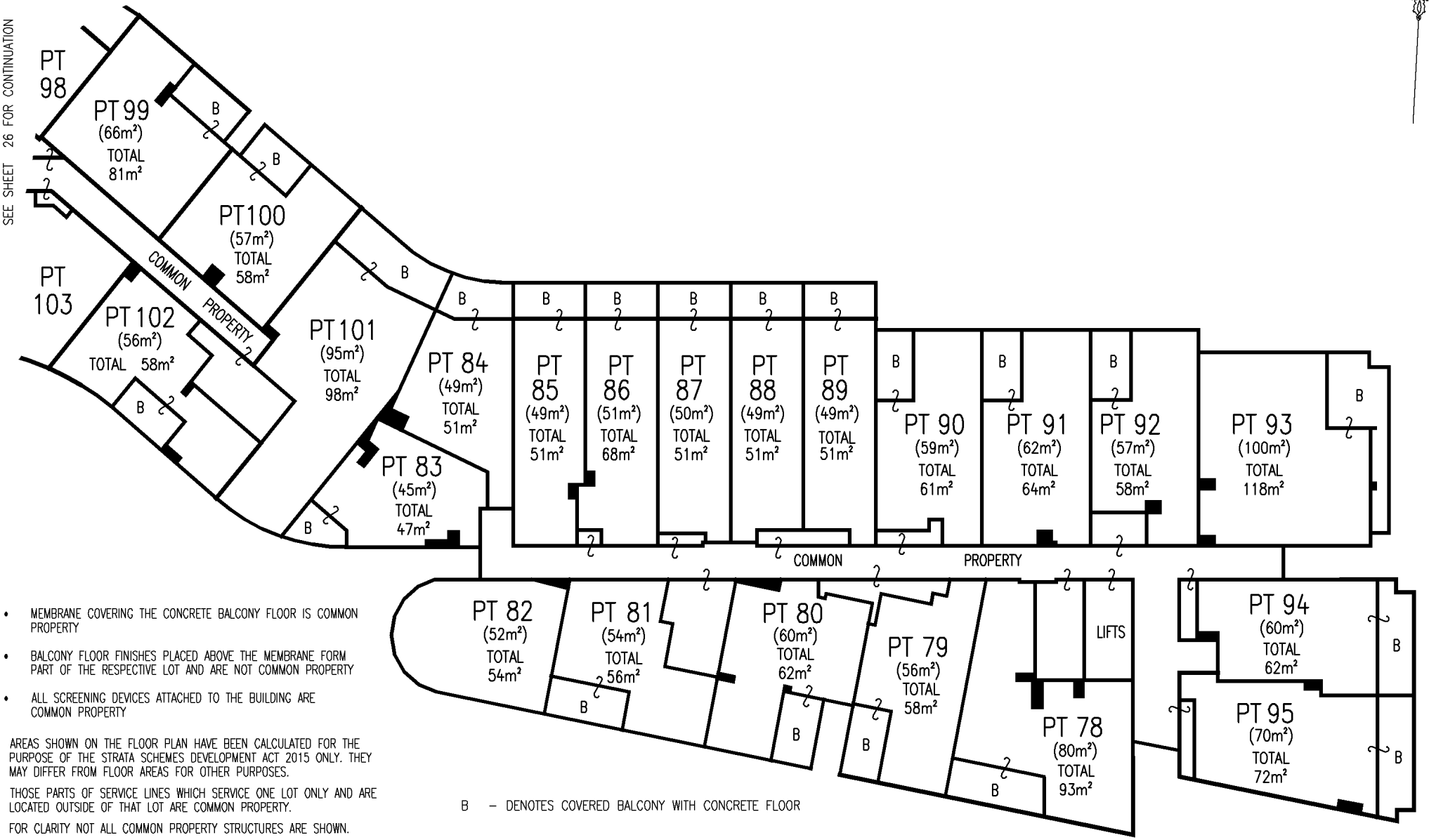
LEVEL 4



- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY	REGISTERED	SP95304
Name: TASY MORAITIS		Locality: CHIPPENDALE	26.10.2018	
Date: 30/08/2018		Reduction Ratio: 1:200		
Reference: 141021 B11 SP–TM		Lengths are in metres.		

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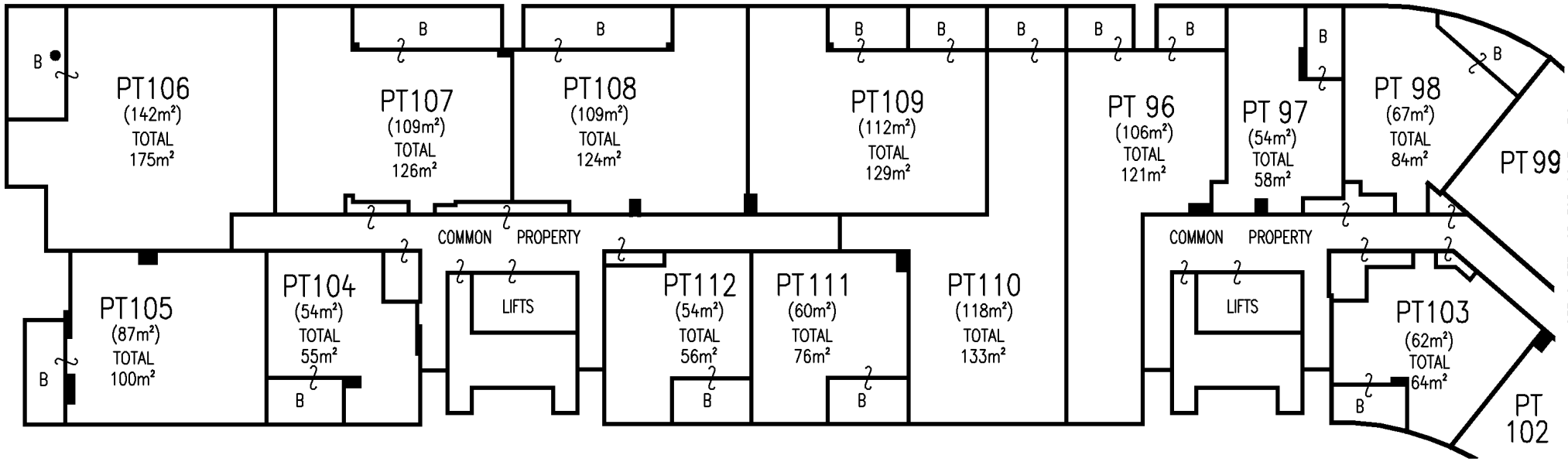
LEVEL 4



SEE SHEET 25 FOR CONTINUATION

- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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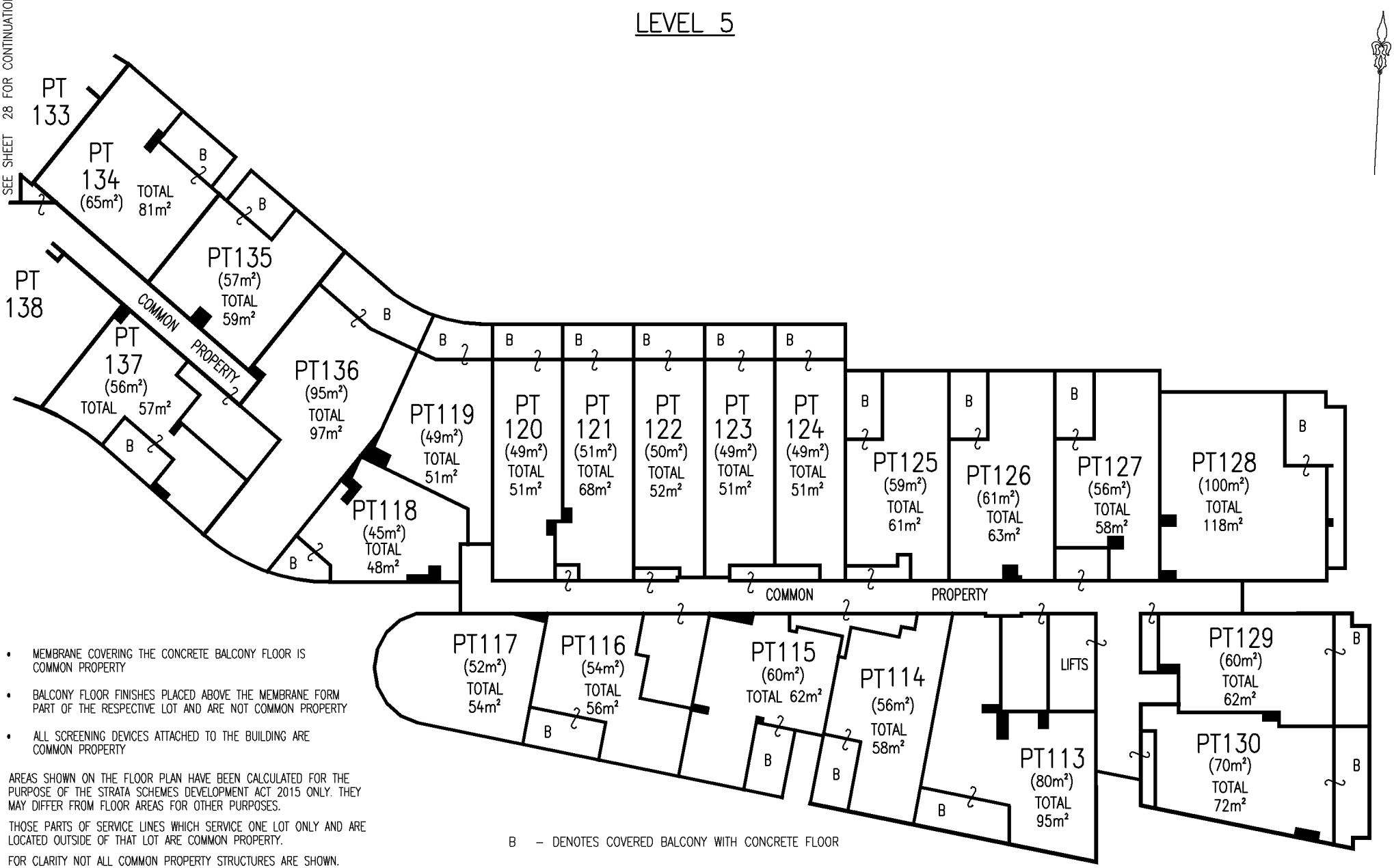
LEVEL 5

SEE SHEET 28 FOR CONTINUATION



- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY	REGISTERED	SP95304
Name: TASY MORAITIS		Locality: CHIPPENDALE	26.10.2018	
Date: 30/08/2018		Reduction Ratio: 1:200		
Reference: 141021 B11 SP–TM		Lengths are in metres.		

Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:27 of 54
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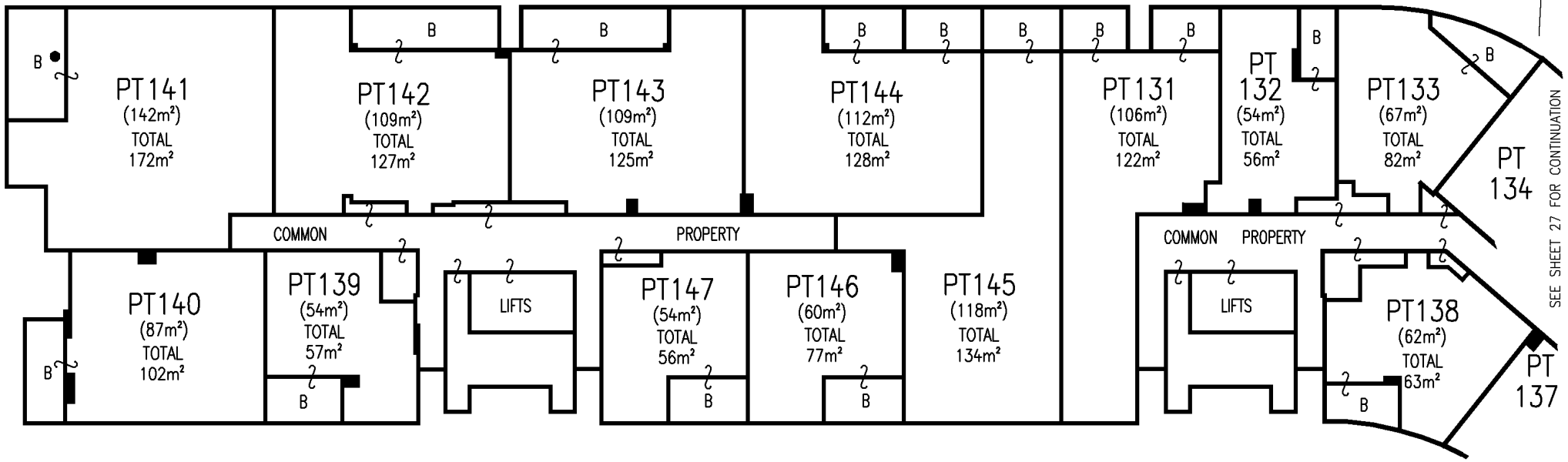

- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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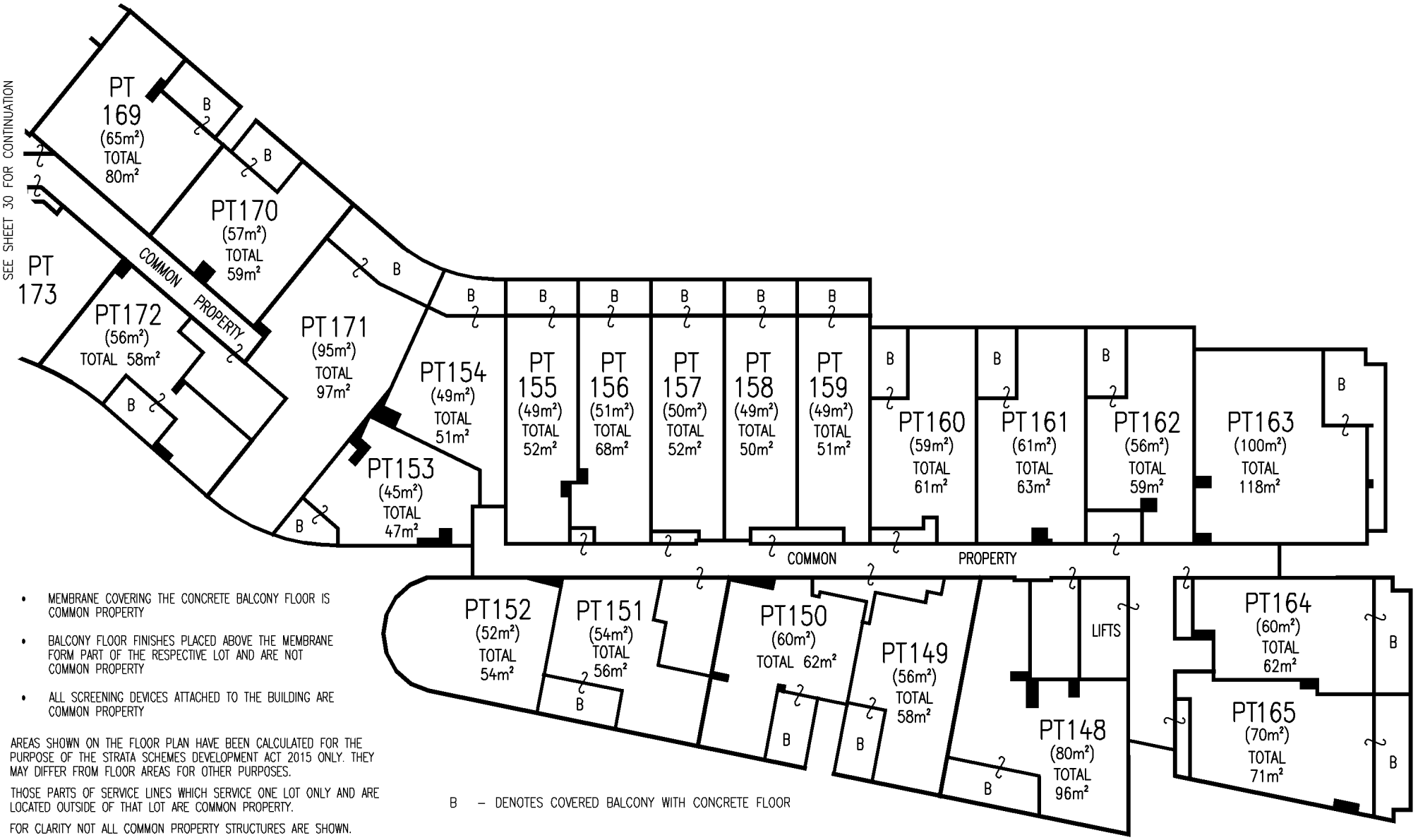
LEVEL 6



- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

X:\14JOBS\141021 BLOCK 11 CUB\Final Strata\141021 SP B11 SHT29-30 L6.dwg

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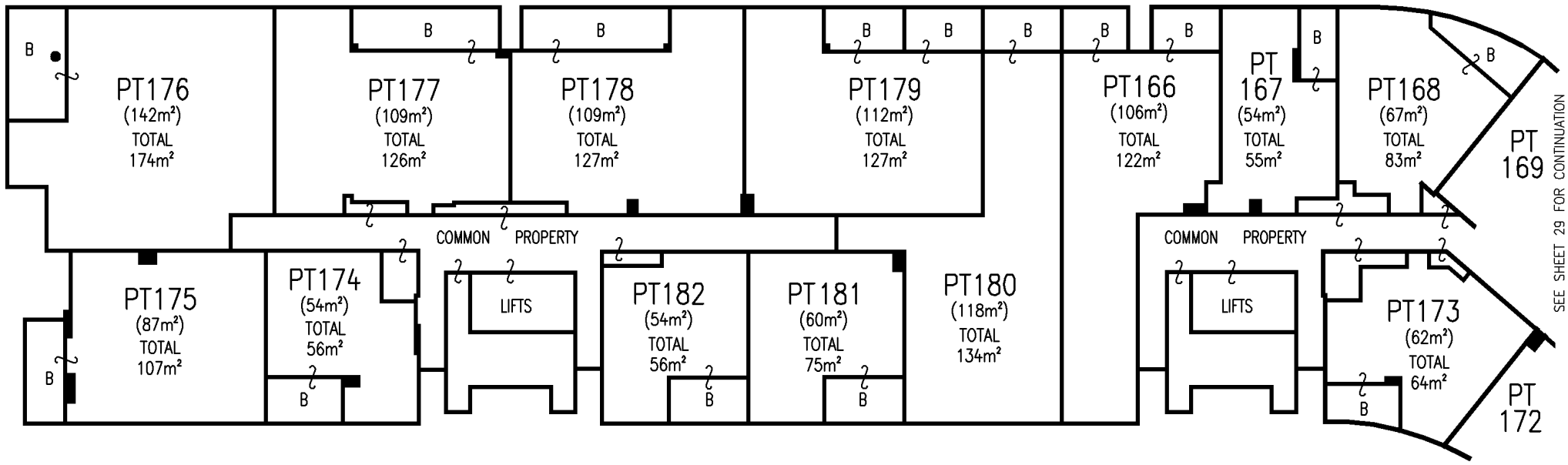
LEVEL 6



- MEMBRANE COVERING THE CONCRETE BALCONY FLOOR IS COMMON PROPERTY
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY WITH CONCRETE FLOOR

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY	REGISTERED	SP95304
Name: TASY MORAITIS		Locality: CHIPPENDALE	26.10.2018	
Date: 30/08/2018		Reduction Ratio: 1:200		
Reference: 141021 B11 SP–TM		Lengths are in metres.		

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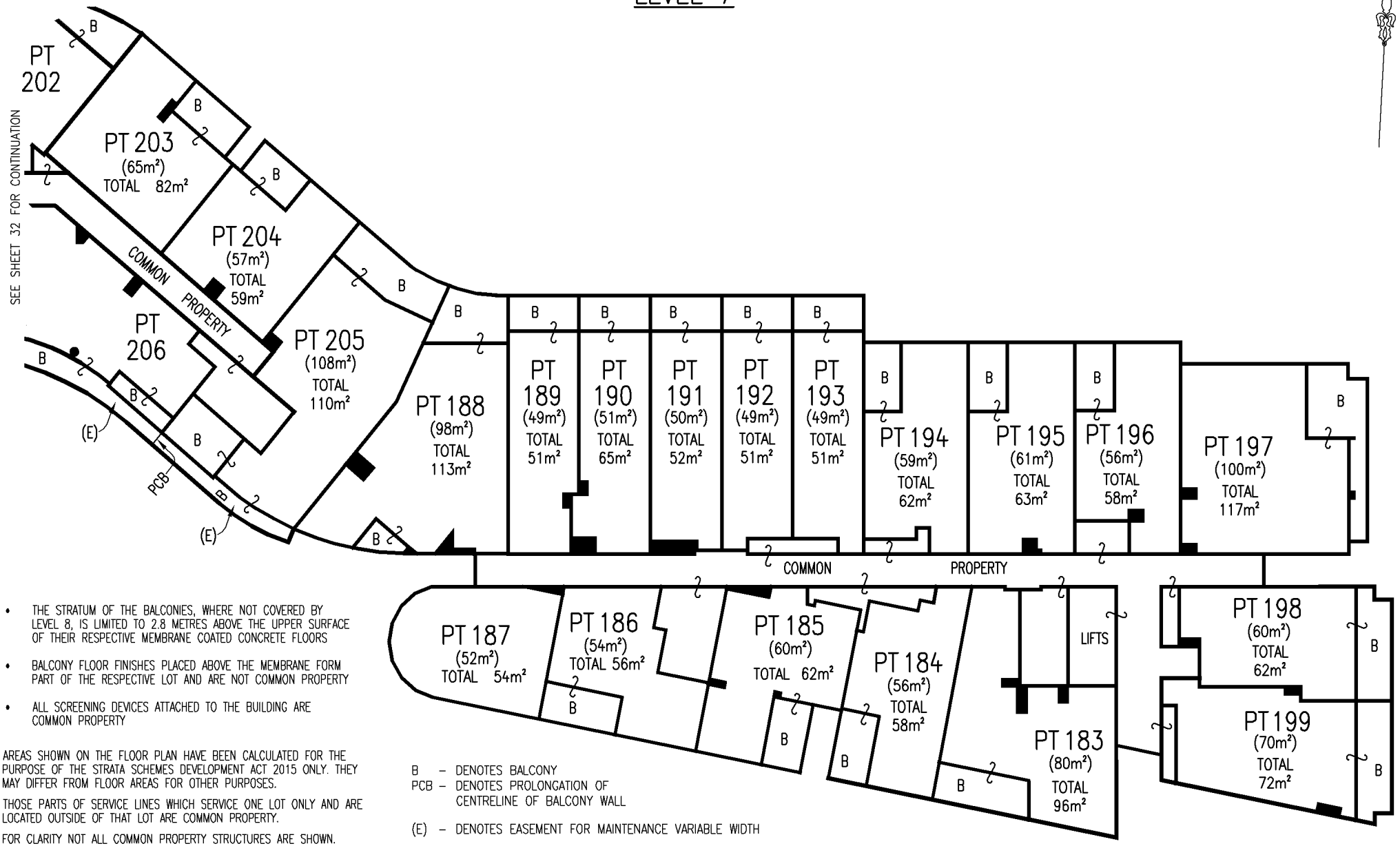
LEVEL 7



- THE STRATUM OF THE BALCONIES, WHERE NOT COVERED BY LEVEL 8, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
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B – DENOTES BALCONY
PCB – DENOTES PROLONGATION OF CENTRELINE OF BALCONY WALL

(E) – DENOTES EASEMENT FOR MAINTENANCE VARIABLE WIDTH

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:31 of 54
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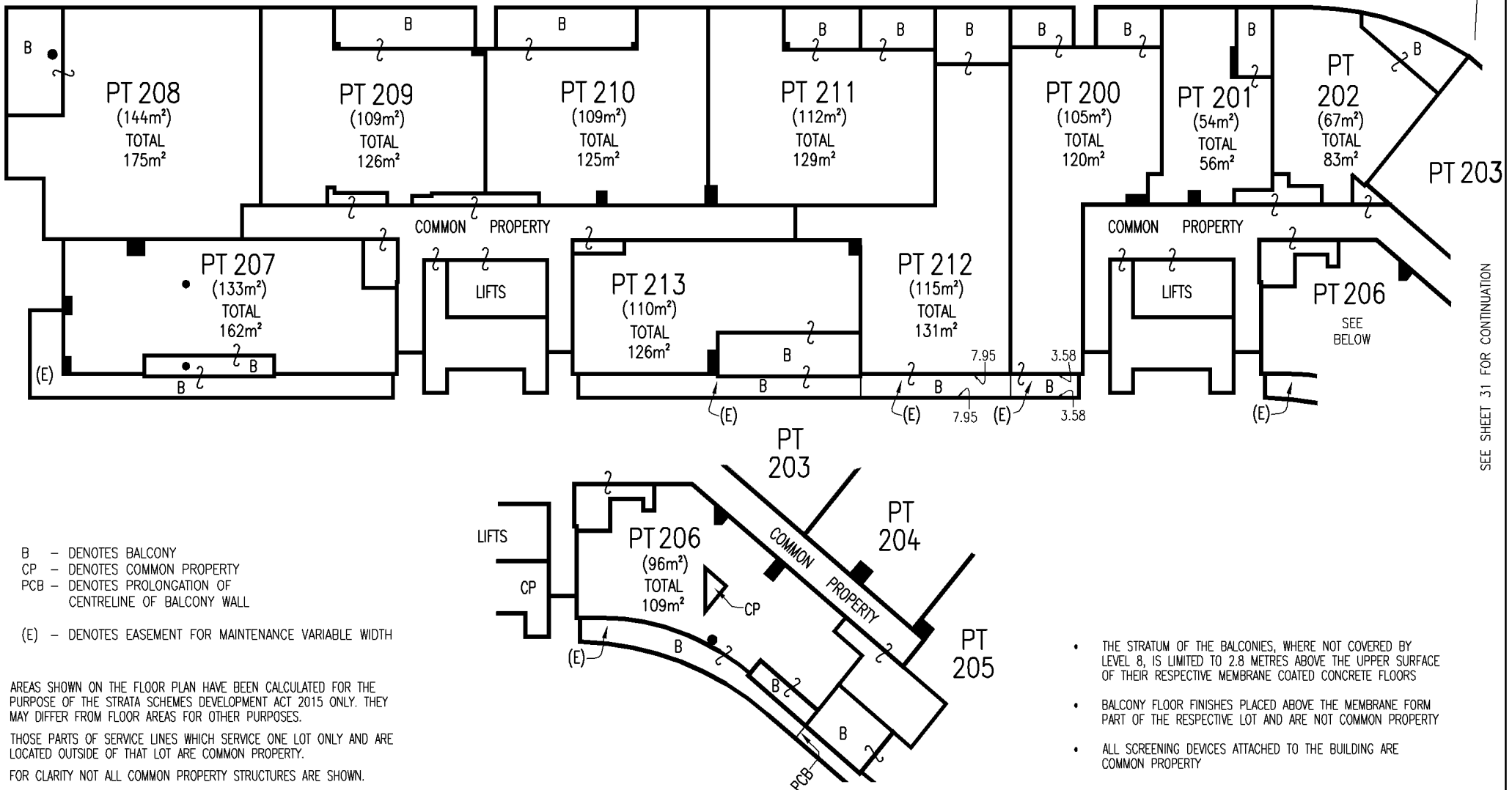
LEVEL 7



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
PCB – DENOTES PROLONGATION OF CENTRELINE OF BALCONY WALL

(E) – DENOTES EASEMENT FOR MAINTENANCE VARIABLE WIDTH

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SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP-TM				

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Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:32 of 54
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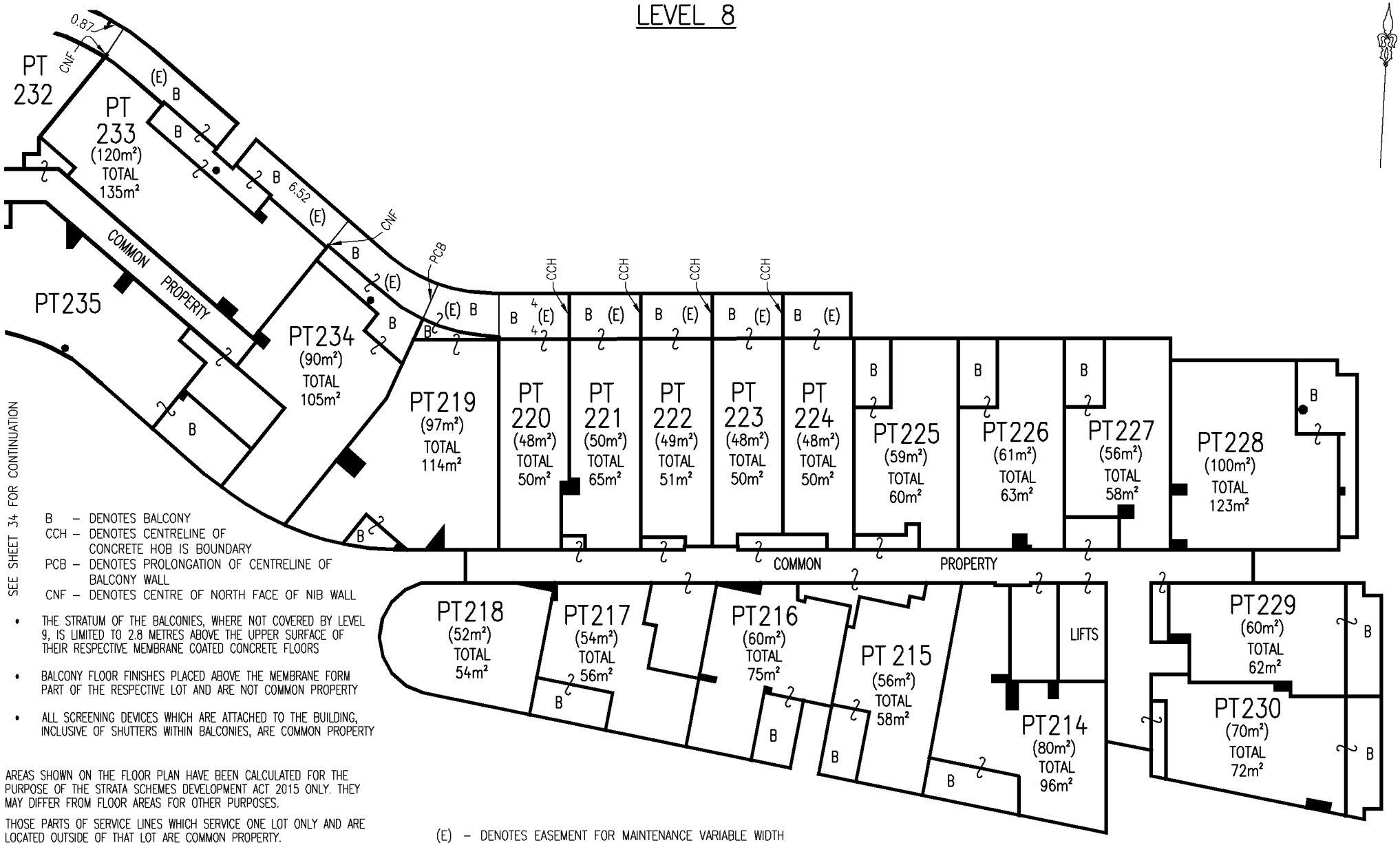
LEVEL 8



SEE SHEET 34 FOR CONTINUATION

B – DENOTES BALCONY
CCH – DENOTES CENTRELINE OF CONCRETE HOB IS BOUNDARY
PCB – DENOTES PROLONGATION OF CENTRELINE OF BALCONY WALL
CNF – DENOTES CENTRE OF NORTH FACE OF NIB WALL

- THE STRATUM OF THE BALCONIES, WHERE NOT COVERED BY LEVEL 9, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS
- BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY
- ALL SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING, INCLUSIVE OF SHUTTERS WITHIN BALCONIES, ARE COMMON PROPERTY

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

(E) – DENOTES EASEMENT FOR MAINTENANCE VARIABLE WIDTH

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:33 of 54
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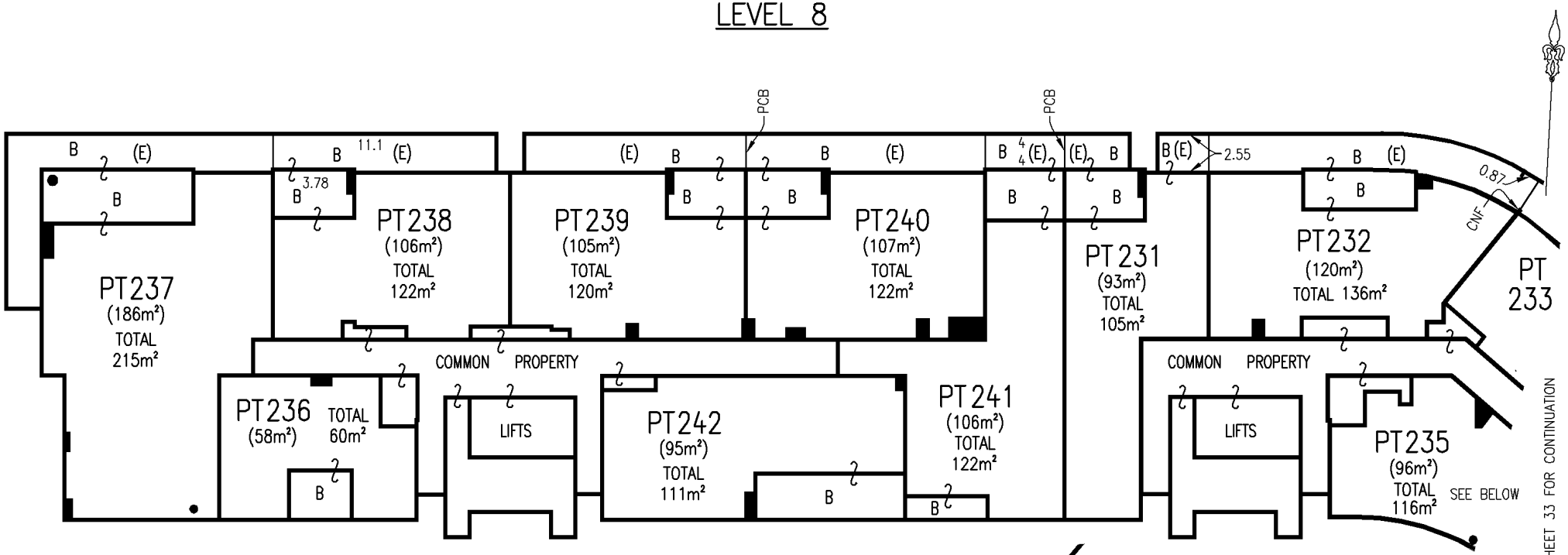
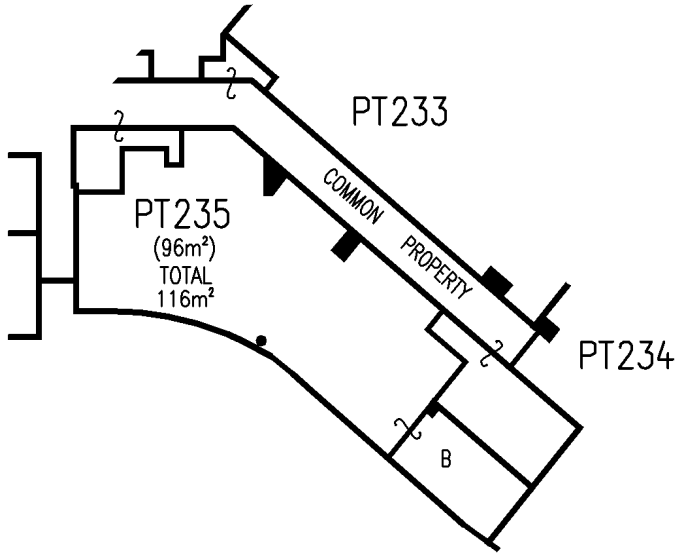
LEVEL 8





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B – DENOTES BALCONY
PCB – DENOTES PROLONGATION OF CENTRELINE OF BALCONY WALL
CNF – DENOTES CENTRE OF NORTH FACE OF NIB WALL

(E) – DENOTES EASEMENT FOR MAINTENANCE VARIABLE WIDTH

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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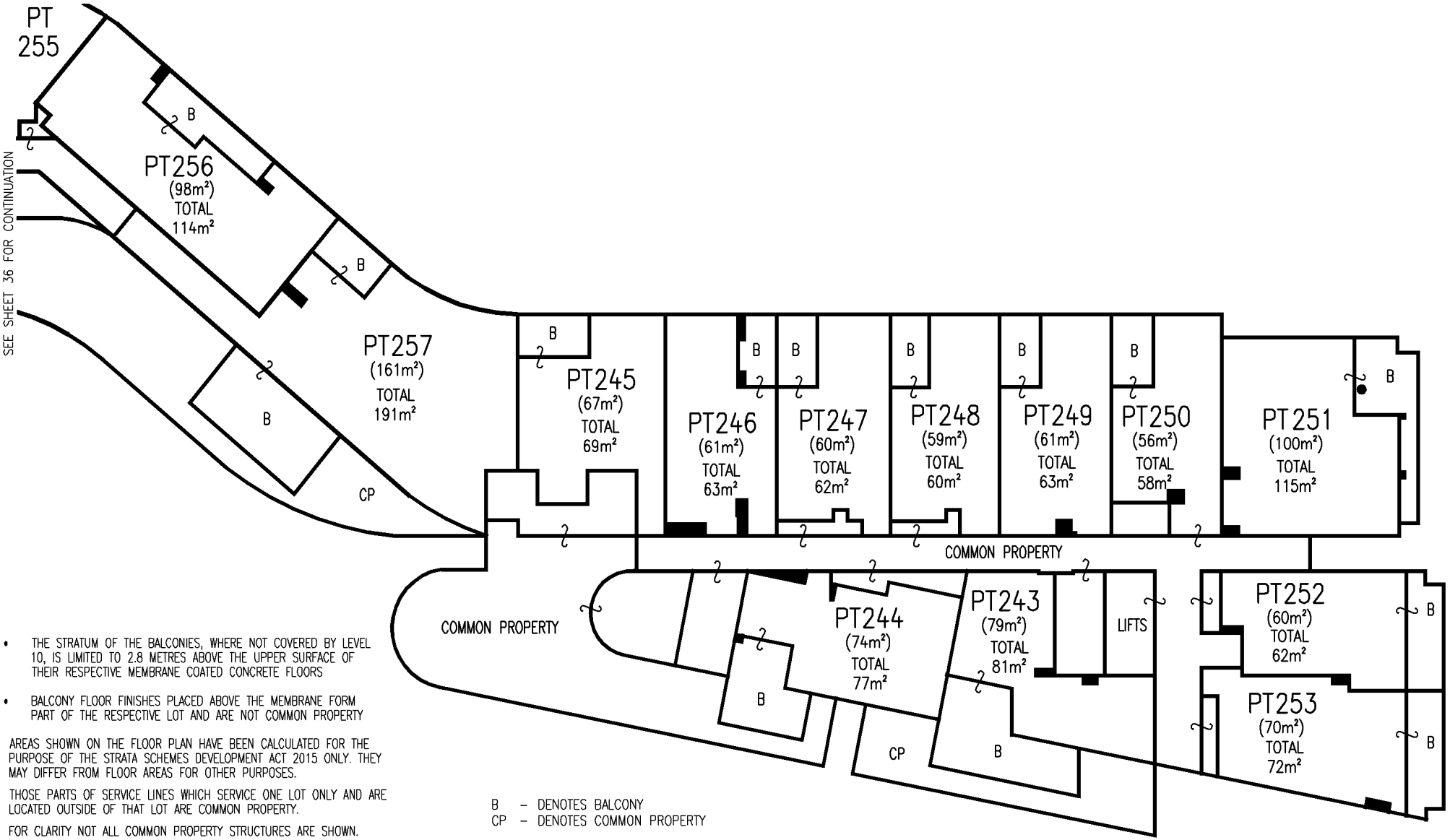
LEVEL 9



- THE STRATUM OF THE BALCONIES, WHERE NOT COVERED BY LEVEL 10, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS
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CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 26.10.2018	SP95304
Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:35 of 54
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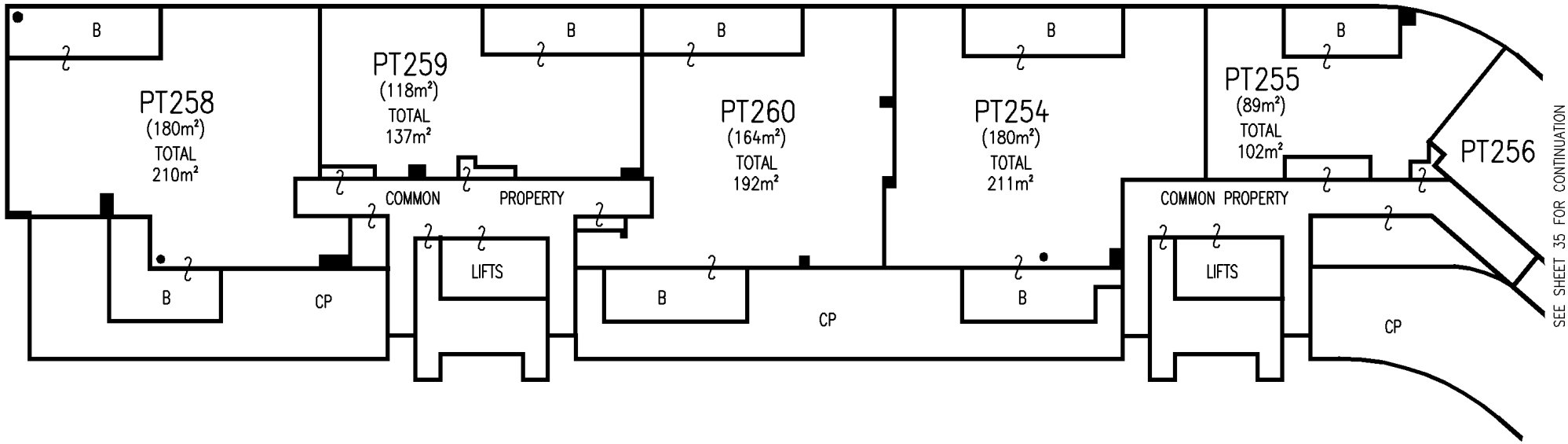
LEVEL 9



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Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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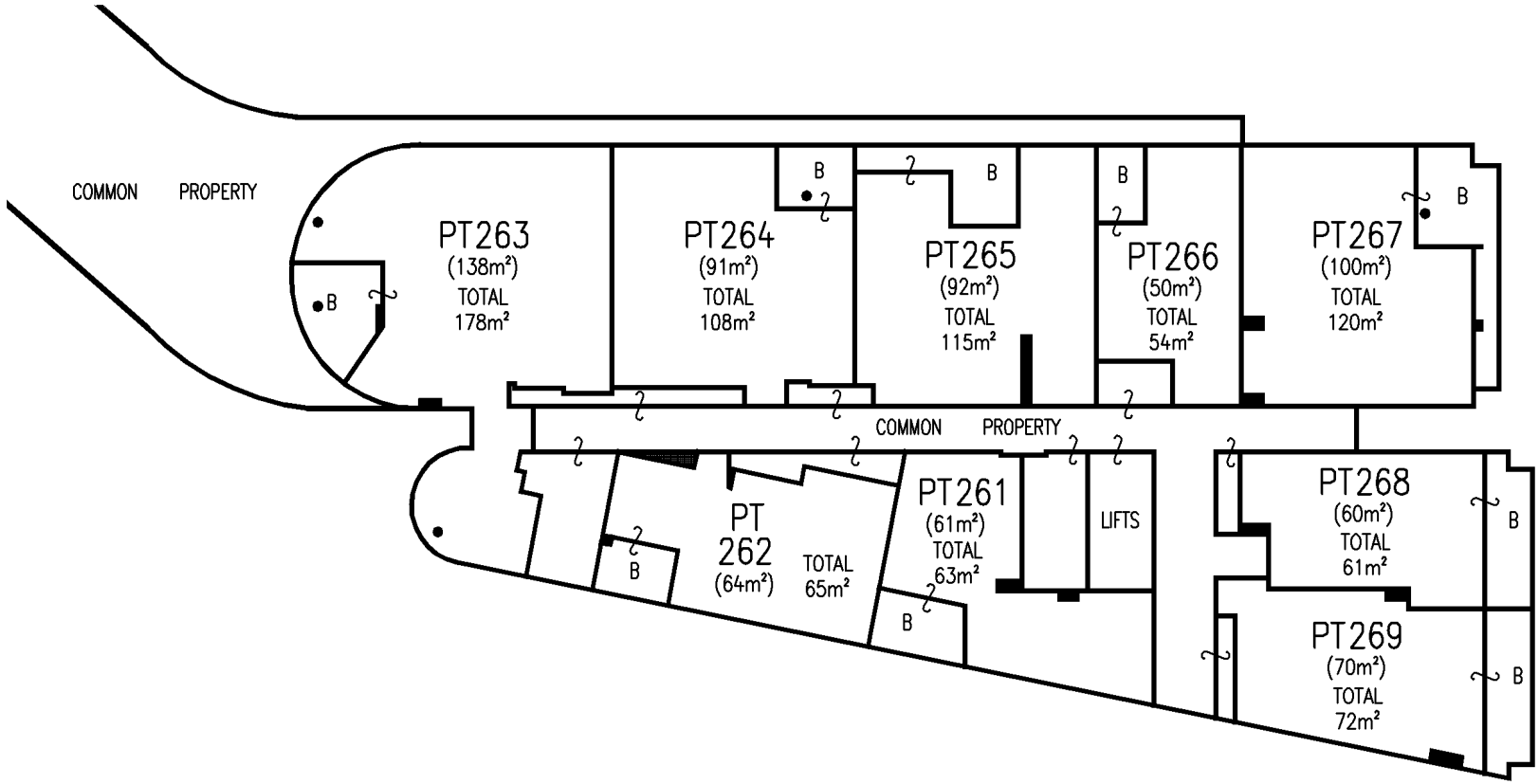
LEVEL 10



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SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY	REGISTERED	SP95304
Name: TASY MORAITIS		Locality: CHIPPENDALE	26.10.2018	
Date: 30/08/2018		Reduction Ratio: 1:200		
Reference: 141021 B11 SP–TM		Lengths are in metres.		

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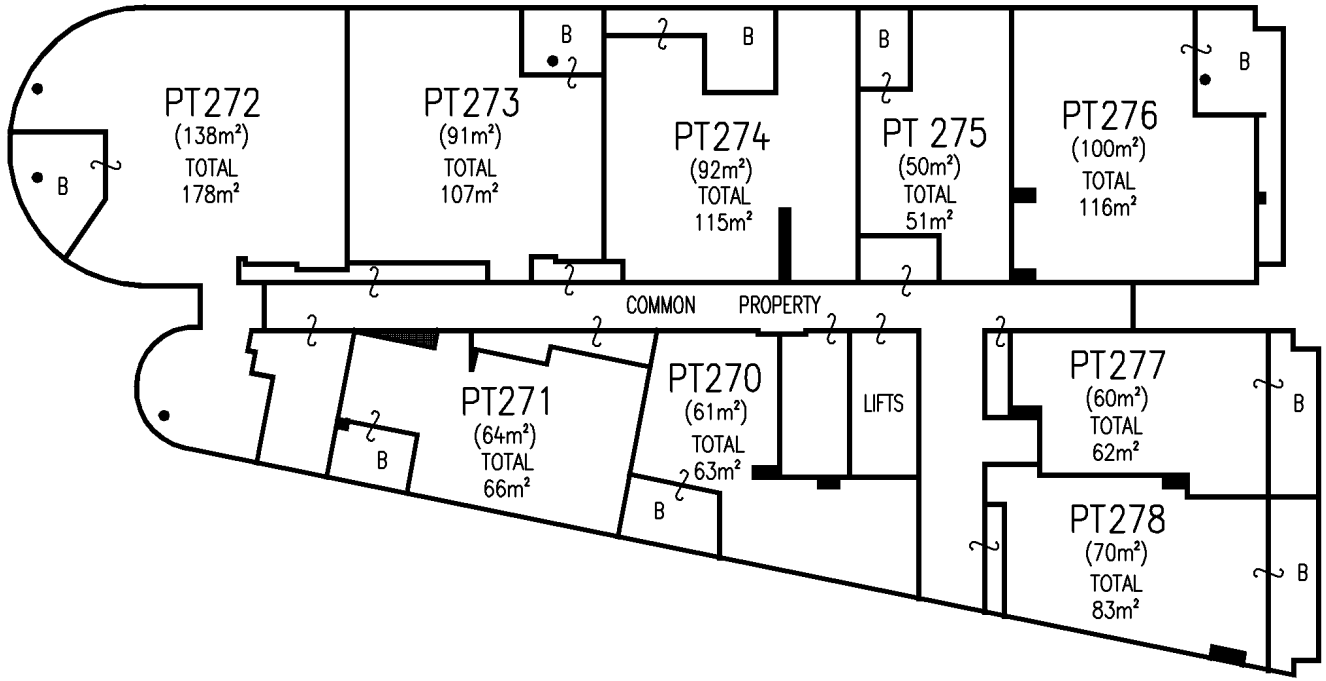
LEVEL 11



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Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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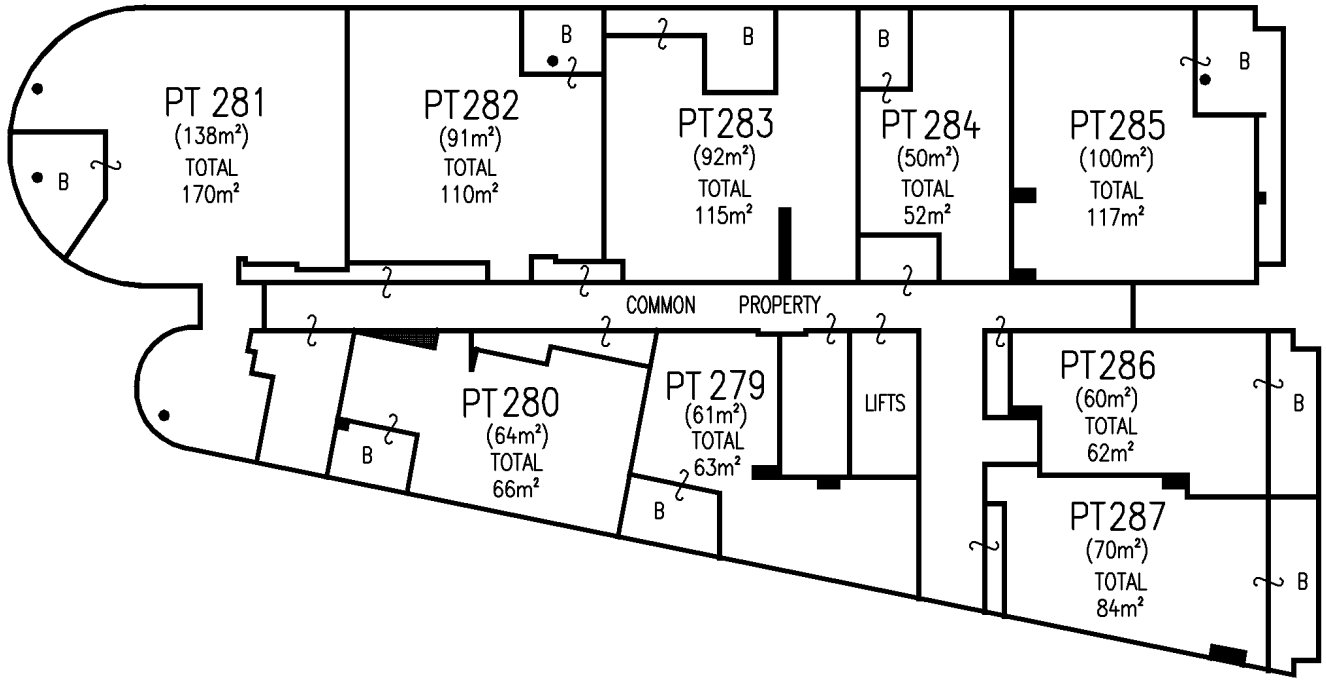
LEVEL 12



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SURVEYOR	PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037	LGA: SYDNEY	REGISTERED	SP95304
Name: TASY MORAITIS		Locality: CHIPPENDALE	26.10.2018	
Date: 30/08/2018		Reduction Ratio: 1:200		
Reference: 141021 B11 SP–TM		Lengths are in metres.		

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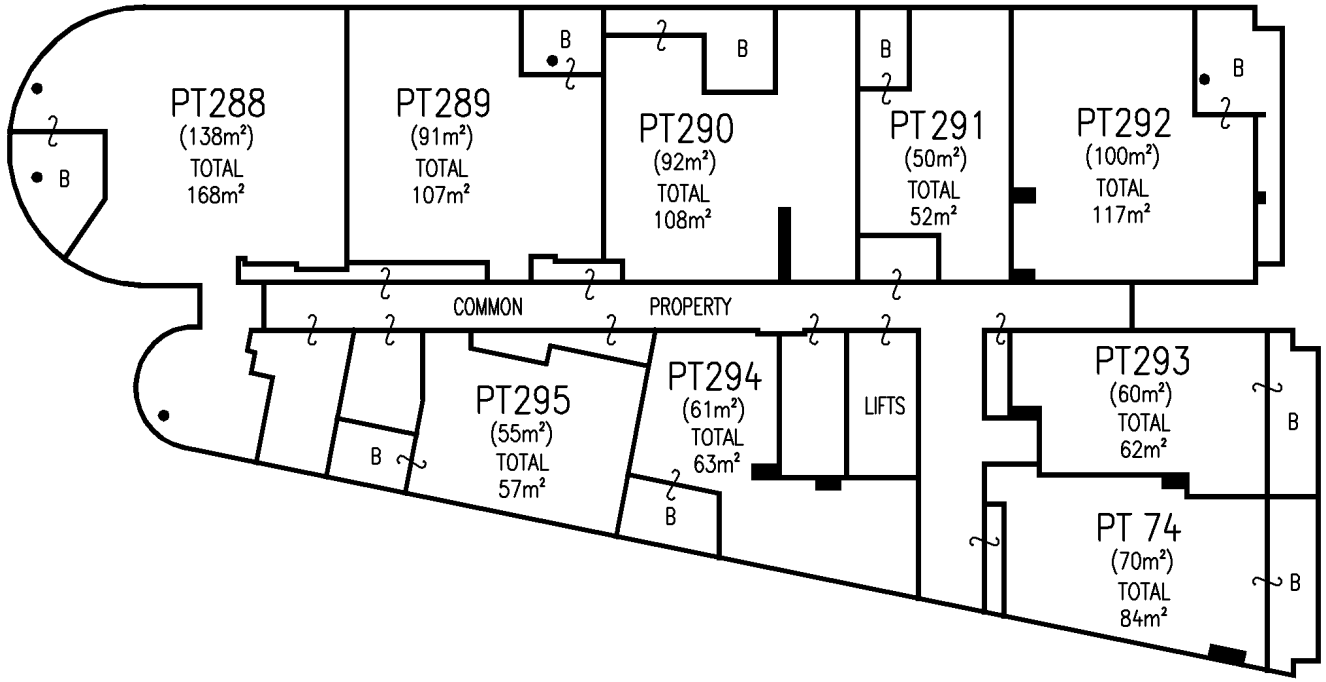
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 13



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Name: TASY MORAITIS Date: 30/08/2018 Reference: 141021 B11 SP–TM				

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Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:40 of 54
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ePlan

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 14 sheet(s)

Office Use Only

Registered: 26.10.2018

Office Use Only

SP95304

PLAN OF SUBDIVISION OF LOT 51 IN DP 1230037

LGA: SYDNEY
Locality: CHIPPENDALE
Parish: ALEXANDRIA
County: CUMBERLAND

This is a ***FREEHOLD/*~~LEASEHOLD~~** Strata Scheme

Address for Service of Documents

No. 85 O'CONNOR STREET
CHIPPENDALE NSW 2008

Provide an Australian address including a postcode

The by-laws adopted for the scheme are:
~~*Model By-laws for residential schemes together with:~~
Keeping of animals: Option *A/*B
Smoke penetration: Option *A/*B
~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~
* The strata by-laws lodged with the plan

Surveyor's Certificate

I, TASY MORAITIS,

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010,

being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

~~*(a) a public space~~

~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^.....~~

Signature: .....

Date: 30/08/2018

Surveyor ID: 1652

Surveyor's Reference: 141021 B11 SP-TM

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I, ANTHONY ALLEN being an Accredited Certifier, accreditation number BPB0004, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015.*

*(a) ~~This plan is part of a development scheme.~~

*(b) The building encroaches on a public space and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 63 *Strata Schemes Development Act 2015*~~.

Certificate Reference: 286/2018

Relevant Planning Approval No. SSD 6376

Issued by: MINISTER FOR PLANNING

Signature: .....

Date: 3/9/18

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R809611 /Doc:SP 0095304 P /Rev:26-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:42 of 54
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ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 14 sheet(s)

Office Use Only

Registered: 26.10.2018

Office Use Only

SP95304

VALUER'S CERTIFICATE

I, Benjamin Masters AAPI MRICS being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 1 September 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	45	27	24	53	20	79	21	105	42	131	48
2	44	28	47	54	20	80	22	106	68	132	23
3	44	29	18	55	24	81	20	107	54	133	29
4	43	30	18	56	24	82	22	108	53	134	29
5	42	31	21	57	23	83	19	109	50	135	25
6	26	32	21	58	42	84	19	110	48	136	39
7	49	33	23	59	24	85	20	111	25	137	23
8	48	34	21	60	25	86	23	112	21	138	23
9	47	35	42	61	47	87	20	113	32	139	21
10	51	36	67	62	22	88	20	114	21	140	43
11	51	37	53	63	29	89	20	115	22	141	69
12	54	38	53	64	29	90	24	116	20	142	54
13	65	39	49	65	24	91	24	117	22	143	54
14	41	40	47	66	38	92	23	118	19	144	50
15	24	41	25	67	22	93	42	119	19	145	48
16	23	42	21	68	23	94	24	120	20	146	25
17	71	43	32	69	21	95	25	121	24	147	21
18	45	44	21	70	42	96	48	122	20	148	33
19	45	45	22	71	68	97	23	123	20	149	21
20	44	46	20	72	53	98	29	124	20	150	22
21	42	47	22	73	104	99	29	125	24	151	20
22	40	48	18	74	30	100	25	126	25	152	23
23	47	49	19	75	47	101	38	127	23	153	19
24	22	50	20	76	25	102	22	128	42	154	20
25	28	51	23	77	21	103	23	129	24	155	20
26	29	52	20	78	32	104	21	130	26	156	24

Surveyor's Reference: 14-1921 B11 SP-TM

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VALUER'S CERTIFICATE

I, Benjamin Masters AAPI MRICS being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 1 September 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
157	20	183	33	209	55	235	42	261	24	287	29
158	20	184	22	210	54	236	25	262	26	288	76
159	20	185	22	211	51	237	78	263	73	289	48
160	24	186	21	212	50	238	48	264	48	290	47
161	25	187	23	213	42	239	48	265	46	291	24
162	23	188	40	214	33	240	47	266	24	292	45
163	43	189	21	215	22	241	45	267	44	293	25
164	24	190	24	216	25	242	41	268	25	294	25
165	26	191	21	217	21	243	26	269	26	295	27
166	48	192	21	218	23	244	28	270	24		
167	23	193	21	219	40	245	27	271	26		
168	29	194	24	220	21	246	25	272	73		
169	29	195	25	221	24	247	25	273	48		
170	25	196	24	222	21	248	25	274	47		
171	39	197	43	223	21	249	25	275	24		
172	23	198	24	224	21	250	24	276	44		
173	24	199	26	225	25	251	44	277	25		
174	21	200	47	226	25	252	25	278	29		
175	43	201	23	227	24	253	26	279	24		
176	70	202	29	228	43	254	81	280	27		
177	54	203	30	229	24	255	42	281	74		
178	54	204	25	230	26	256	47	282	48		
179	51	205	41	231	41	257	73	283	47		
180	48	206	42	232	45	258	85	284	24		
181	26	207	60	233	47	259	58	285	45		
182	21	208	70	234	38	260	75	286	25		
								AGGREGATE		10,000	

Surveyor's Reference: 141021 B11 SP-TM

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
COMMON PROPERTY	–	85	O'CONNOR	STREET	CHIPPENDALE
1	001	85	O'CONNOR	STREET	CHIPPENDALE
2	002	85	O'CONNOR	STREET	CHIPPENDALE
3	003	85	O'CONNOR	STREET	CHIPPENDALE
4	004	85	O'CONNOR	STREET	CHIPPENDALE
5	005	85	O'CONNOR	STREET	CHIPPENDALE
6	001	83	O'CONNOR	STREET	CHIPPENDALE
7	002	83	O'CONNOR	STREET	CHIPPENDALE
8	003	83	O'CONNOR	STREET	CHIPPENDALE
9	001	81	O'CONNOR	STREET	CHIPPENDALE
10	002	81	O'CONNOR	STREET	CHIPPENDALE
11	003	81	O'CONNOR	STREET	CHIPPENDALE
12	004	81	O'CONNOR	STREET	CHIPPENDALE
13	005	81	O'CONNOR	STREET	CHIPPENDALE
14	101	83	O'CONNOR	STREET	CHIPPENDALE
15	102	83	O'CONNOR	STREET	CHIPPENDALE
16	101	81	O'CONNOR	STREET	CHIPPENDALE
17	102	81	O'CONNOR	STREET	CHIPPENDALE
18	103	81	O'CONNOR	STREET	CHIPPENDALE
19	104	81	O'CONNOR	STREET	CHIPPENDALE
20	105	81	O'CONNOR	STREET	CHIPPENDALE
21	106	81	O'CONNOR	STREET	CHIPPENDALE
22	107	81	O'CONNOR	STREET	CHIPPENDALE
23	201	83	O'CONNOR	STREET	CHIPPENDALE
24	202	83	O'CONNOR	STREET	CHIPPENDALE
25	203	83	O'CONNOR	STREET	CHIPPENDALE
26	204	83	O'CONNOR	STREET	CHIPPENDALE
27	205	83	O'CONNOR	STREET	CHIPPENDALE
28	206	83	O'CONNOR	STREET	CHIPPENDALE
29	207	83	O'CONNOR	STREET	CHIPPENDALE
30	208	83	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP–TM

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- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
31	209	83	O'CONNOR	STREET	CHIPPENDALE
32	210	83	O'CONNOR	STREET	CHIPPENDALE
33	211	83	O'CONNOR	STREET	CHIPPENDALE
34	201	81	O'CONNOR	STREET	CHIPPENDALE
35	202	81	O'CONNOR	STREET	CHIPPENDALE
36	203	81	O'CONNOR	STREET	CHIPPENDALE
37	204	81	O'CONNOR	STREET	CHIPPENDALE
38	205	81	O'CONNOR	STREET	CHIPPENDALE
39	206	81	O'CONNOR	STREET	CHIPPENDALE
40	207	81	O'CONNOR	STREET	CHIPPENDALE
41	208	81	O'CONNOR	STREET	CHIPPENDALE
42	209	81	O'CONNOR	STREET	CHIPPENDALE
43	301	85	O'CONNOR	STREET	CHIPPENDALE
44	302	85	O'CONNOR	STREET	CHIPPENDALE
45	303	85	O'CONNOR	STREET	CHIPPENDALE
46	304	85	O'CONNOR	STREET	CHIPPENDALE
47	305	85	O'CONNOR	STREET	CHIPPENDALE
48	306	85	O'CONNOR	STREET	CHIPPENDALE
49	307	85	O'CONNOR	STREET	CHIPPENDALE
50	308	85	O'CONNOR	STREET	CHIPPENDALE
51	309	85	O'CONNOR	STREET	CHIPPENDALE
52	310	85	O'CONNOR	STREET	CHIPPENDALE
53	311	85	O'CONNOR	STREET	CHIPPENDALE
54	312	85	O'CONNOR	STREET	CHIPPENDALE
55	313	85	O'CONNOR	STREET	CHIPPENDALE
56	314	85	O'CONNOR	STREET	CHIPPENDALE
57	315	85	O'CONNOR	STREET	CHIPPENDALE
58	316	85	O'CONNOR	STREET	CHIPPENDALE
59	317	85	O'CONNOR	STREET	CHIPPENDALE
60	318	85	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP–TM

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
61	301	83	O'CONNOR	STREET	CHIPPENDALE
62	302	83	O'CONNOR	STREET	CHIPPENDALE
63	303	83	O'CONNOR	STREET	CHIPPENDALE
64	304	83	O'CONNOR	STREET	CHIPPENDALE
65	305	83	O'CONNOR	STREET	CHIPPENDALE
66	306	83	O'CONNOR	STREET	CHIPPENDALE
67	307	83	O'CONNOR	STREET	CHIPPENDALE
68	308	83	O'CONNOR	STREET	CHIPPENDALE
69	301	81	O'CONNOR	STREET	CHIPPENDALE
70	302	81	O'CONNOR	STREET	CHIPPENDALE
71	303	81	O'CONNOR	STREET	CHIPPENDALE
72	304	81	O'CONNOR	STREET	CHIPPENDALE
73	305	81	O'CONNOR	STREET	CHIPPENDALE
74	1307	85	O'CONNOR	STREET	CHIPPENDALE
75	306	81	O'CONNOR	STREET	CHIPPENDALE
76	307	81	O'CONNOR	STREET	CHIPPENDALE
77	308	81	O'CONNOR	STREET	CHIPPENDALE
78	401	85	O'CONNOR	STREET	CHIPPENDALE
79	402	85	O'CONNOR	STREET	CHIPPENDALE
80	403	85	O'CONNOR	STREET	CHIPPENDALE
81	404	85	O'CONNOR	STREET	CHIPPENDALE
82	405	85	O'CONNOR	STREET	CHIPPENDALE
83	406	85	O'CONNOR	STREET	CHIPPENDALE
84	407	85	O'CONNOR	STREET	CHIPPENDALE
85	408	85	O'CONNOR	STREET	CHIPPENDALE
86	409	85	O'CONNOR	STREET	CHIPPENDALE
87	410	85	O'CONNOR	STREET	CHIPPENDALE
88	411	85	O'CONNOR	STREET	CHIPPENDALE
89	412	85	O'CONNOR	STREET	CHIPPENDALE
90	413	85	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP–TM

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
91	414	85	O'CONNOR	STREET	CHIPPENDALE
92	415	85	O'CONNOR	STREET	CHIPPENDALE
93	416	85	O'CONNOR	STREET	CHIPPENDALE
94	417	85	O'CONNOR	STREET	CHIPPENDALE
95	418	85	O'CONNOR	STREET	CHIPPENDALE
96	401	83	O'CONNOR	STREET	CHIPPENDALE
97	402	83	O'CONNOR	STREET	CHIPPENDALE
98	403	83	O'CONNOR	STREET	CHIPPENDALE
99	404	83	O'CONNOR	STREET	CHIPPENDALE
100	405	83	O'CONNOR	STREET	CHIPPENDALE
101	406	83	O'CONNOR	STREET	CHIPPENDALE
102	407	83	O'CONNOR	STREET	CHIPPENDALE
103	408	83	O'CONNOR	STREET	CHIPPENDALE
104	401	81	O'CONNOR	STREET	CHIPPENDALE
105	402	81	O'CONNOR	STREET	CHIPPENDALE
106	403	81	O'CONNOR	STREET	CHIPPENDALE
107	404	81	O'CONNOR	STREET	CHIPPENDALE
108	405	81	O'CONNOR	STREET	CHIPPENDALE
109	406	81	O'CONNOR	STREET	CHIPPENDALE
110	407	81	O'CONNOR	STREET	CHIPPENDALE
111	408	81	O'CONNOR	STREET	CHIPPENDALE
112	409	81	O'CONNOR	STREET	CHIPPENDALE
113	501	85	O'CONNOR	STREET	CHIPPENDALE
114	502	85	O'CONNOR	STREET	CHIPPENDALE
115	503	85	O'CONNOR	STREET	CHIPPENDALE
116	504	85	O'CONNOR	STREET	CHIPPENDALE
117	505	85	O'CONNOR	STREET	CHIPPENDALE
118	506	85	O'CONNOR	STREET	CHIPPENDALE
119	507	85	O'CONNOR	STREET	CHIPPENDALE
120	508	85	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP–TM

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
121	509	85	O'CONNOR	STREET	CHIPPENDALE
122	510	85	O'CONNOR	STREET	CHIPPENDALE
123	511	85	O'CONNOR	STREET	CHIPPENDALE
124	512	85	O'CONNOR	STREET	CHIPPENDALE
125	513	85	O'CONNOR	STREET	CHIPPENDALE
126	514	85	O'CONNOR	STREET	CHIPPENDALE
127	515	85	O'CONNOR	STREET	CHIPPENDALE
128	516	85	O'CONNOR	STREET	CHIPPENDALE
129	517	85	O'CONNOR	STREET	CHIPPENDALE
130	518	85	O'CONNOR	STREET	CHIPPENDALE
131	501	83	O'CONNOR	STREET	CHIPPENDALE
132	502	83	O'CONNOR	STREET	CHIPPENDALE
133	503	83	O'CONNOR	STREET	CHIPPENDALE
134	504	83	O'CONNOR	STREET	CHIPPENDALE
135	505	83	O'CONNOR	STREET	CHIPPENDALE
136	506	83	O'CONNOR	STREET	CHIPPENDALE
137	507	83	O'CONNOR	STREET	CHIPPENDALE
138	508	83	O'CONNOR	STREET	CHIPPENDALE
139	501	81	O'CONNOR	STREET	CHIPPENDALE
140	502	81	O'CONNOR	STREET	CHIPPENDALE
141	503	81	O'CONNOR	STREET	CHIPPENDALE
142	504	81	O'CONNOR	STREET	CHIPPENDALE
143	505	81	O'CONNOR	STREET	CHIPPENDALE
144	506	81	O'CONNOR	STREET	CHIPPENDALE
145	507	81	O'CONNOR	STREET	CHIPPENDALE
146	508	81	O'CONNOR	STREET	CHIPPENDALE
147	509	81	O'CONNOR	STREET	CHIPPENDALE
148	601	85	O'CONNOR	STREET	CHIPPENDALE
149	602	85	O'CONNOR	STREET	CHIPPENDALE
150	603	85	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP–TM

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
151	604	85	O'CONNOR	STREET	CHIPPENDALE
152	605	85	O'CONNOR	STREET	CHIPPENDALE
153	606	85	O'CONNOR	STREET	CHIPPENDALE
154	607	85	O'CONNOR	STREET	CHIPPENDALE
155	608	85	O'CONNOR	STREET	CHIPPENDALE
156	609	85	O'CONNOR	STREET	CHIPPENDALE
157	610	85	O'CONNOR	STREET	CHIPPENDALE
158	611	85	O'CONNOR	STREET	CHIPPENDALE
159	612	85	O'CONNOR	STREET	CHIPPENDALE
160	613	85	O'CONNOR	STREET	CHIPPENDALE
161	614	85	O'CONNOR	STREET	CHIPPENDALE
162	615	85	O'CONNOR	STREET	CHIPPENDALE
163	616	85	O'CONNOR	STREET	CHIPPENDALE
164	617	85	O'CONNOR	STREET	CHIPPENDALE
165	618	85	O'CONNOR	STREET	CHIPPENDALE
166	601	83	O'CONNOR	STREET	CHIPPENDALE
167	602	83	O'CONNOR	STREET	CHIPPENDALE
168	603	83	O'CONNOR	STREET	CHIPPENDALE
169	604	83	O'CONNOR	STREET	CHIPPENDALE
170	605	83	O'CONNOR	STREET	CHIPPENDALE
171	606	83	O'CONNOR	STREET	CHIPPENDALE
172	607	83	O'CONNOR	STREET	CHIPPENDALE
173	608	83	O'CONNOR	STREET	CHIPPENDALE
174	601	81	O'CONNOR	STREET	CHIPPENDALE
175	602	81	O'CONNOR	STREET	CHIPPENDALE
176	603	81	O'CONNOR	STREET	CHIPPENDALE
177	604	81	O'CONNOR	STREET	CHIPPENDALE
178	605	81	O'CONNOR	STREET	CHIPPENDALE
179	606	81	O'CONNOR	STREET	CHIPPENDALE
180	607	81	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP-TM

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
181	608	81	O'CONNOR	STREET	CHIPPENDALE
182	609	81	O'CONNOR	STREET	CHIPPENDALE
183	701	85	O'CONNOR	STREET	CHIPPENDALE
184	702	85	O'CONNOR	STREET	CHIPPENDALE
185	703	85	O'CONNOR	STREET	CHIPPENDALE
186	704	85	O'CONNOR	STREET	CHIPPENDALE
187	705	85	O'CONNOR	STREET	CHIPPENDALE
188	706	85	O'CONNOR	STREET	CHIPPENDALE
189	707	85	O'CONNOR	STREET	CHIPPENDALE
190	708	85	O'CONNOR	STREET	CHIPPENDALE
191	709	85	O'CONNOR	STREET	CHIPPENDALE
192	710	85	O'CONNOR	STREET	CHIPPENDALE
193	711	85	O'CONNOR	STREET	CHIPPENDALE
194	712	85	O'CONNOR	STREET	CHIPPENDALE
195	713	85	O'CONNOR	STREET	CHIPPENDALE
196	714	85	O'CONNOR	STREET	CHIPPENDALE
197	715	85	O'CONNOR	STREET	CHIPPENDALE
198	716	85	O'CONNOR	STREET	CHIPPENDALE
199	717	85	O'CONNOR	STREET	CHIPPENDALE
200	701	83	O'CONNOR	STREET	CHIPPENDALE
201	702	83	O'CONNOR	STREET	CHIPPENDALE
202	703	83	O'CONNOR	STREET	CHIPPENDALE
203	704	83	O'CONNOR	STREET	CHIPPENDALE
204	705	83	O'CONNOR	STREET	CHIPPENDALE
205	706	83	O'CONNOR	STREET	CHIPPENDALE
206	707	83	O'CONNOR	STREET	CHIPPENDALE
207	701	81	O'CONNOR	STREET	CHIPPENDALE
208	702	81	O'CONNOR	STREET	CHIPPENDALE
209	703	81	O'CONNOR	STREET	CHIPPENDALE
210	704	81	O'CONNOR	STREET	CHIPPENDALE

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- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
211	705	81	O'CONNOR	STREET	CHIPPENDALE
212	706	81	O'CONNOR	STREET	CHIPPENDALE
213	707	81	O'CONNOR	STREET	CHIPPENDALE
214	801	85	O'CONNOR	STREET	CHIPPENDALE
215	802	85	O'CONNOR	STREET	CHIPPENDALE
216	803	85	O'CONNOR	STREET	CHIPPENDALE
217	804	85	O'CONNOR	STREET	CHIPPENDALE
218	805	85	O'CONNOR	STREET	CHIPPENDALE
219	806	85	O'CONNOR	STREET	CHIPPENDALE
220	807	85	O'CONNOR	STREET	CHIPPENDALE
221	808	85	O'CONNOR	STREET	CHIPPENDALE
222	809	85	O'CONNOR	STREET	CHIPPENDALE
223	810	85	O'CONNOR	STREET	CHIPPENDALE
224	811	85	O'CONNOR	STREET	CHIPPENDALE
225	812	85	O'CONNOR	STREET	CHIPPENDALE
226	813	85	O'CONNOR	STREET	CHIPPENDALE
227	814	85	O'CONNOR	STREET	CHIPPENDALE
228	815	85	O'CONNOR	STREET	CHIPPENDALE
229	816	85	O'CONNOR	STREET	CHIPPENDALE
230	817	85	O'CONNOR	STREET	CHIPPENDALE
231	801	83	O'CONNOR	STREET	CHIPPENDALE
232	802	83	O'CONNOR	STREET	CHIPPENDALE
233	803	83	O'CONNOR	STREET	CHIPPENDALE
234	804	83	O'CONNOR	STREET	CHIPPENDALE
235	805	83	O'CONNOR	STREET	CHIPPENDALE
236	801	81	O'CONNOR	STREET	CHIPPENDALE
237	802	81	O'CONNOR	STREET	CHIPPENDALE
238	803	81	O'CONNOR	STREET	CHIPPENDALE
239	804	81	O'CONNOR	STREET	CHIPPENDALE
240	805	81	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP–TM

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 12 of 14 sheet(s)

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This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
241	806	81	O'CONNOR	STREET	CHIPPENDALE
242	807	81	O'CONNOR	STREET	CHIPPENDALE
243	901	85	O'CONNOR	STREET	CHIPPENDALE
244	902	85	O'CONNOR	STREET	CHIPPENDALE
245	903	85	O'CONNOR	STREET	CHIPPENDALE
246	904	85	O'CONNOR	STREET	CHIPPENDALE
247	905	85	O'CONNOR	STREET	CHIPPENDALE
248	906	85	O'CONNOR	STREET	CHIPPENDALE
249	907	85	O'CONNOR	STREET	CHIPPENDALE
250	908	85	O'CONNOR	STREET	CHIPPENDALE
251	909	85	O'CONNOR	STREET	CHIPPENDALE
252	910	85	O'CONNOR	STREET	CHIPPENDALE
253	911	85	O'CONNOR	STREET	CHIPPENDALE
254	901	83	O'CONNOR	STREET	CHIPPENDALE
255	902	83	O'CONNOR	STREET	CHIPPENDALE
256	903	83	O'CONNOR	STREET	CHIPPENDALE
257	904	83	O'CONNOR	STREET	CHIPPENDALE
258	901	81	O'CONNOR	STREET	CHIPPENDALE
259	902	81	O'CONNOR	STREET	CHIPPENDALE
260	903	81	O'CONNOR	STREET	CHIPPENDALE
261	1001	85	O'CONNOR	STREET	CHIPPENDALE
262	1002	85	O'CONNOR	STREET	CHIPPENDALE
263	1003	85	O'CONNOR	STREET	CHIPPENDALE
264	1004	85	O'CONNOR	STREET	CHIPPENDALE
265	1005	85	O'CONNOR	STREET	CHIPPENDALE
266	1006	85	O'CONNOR	STREET	CHIPPENDALE
267	1007	85	O'CONNOR	STREET	CHIPPENDALE
268	1008	85	O'CONNOR	STREET	CHIPPENDALE
269	1009	85	O'CONNOR	STREET	CHIPPENDALE
270	1101	85	O'CONNOR	STREET	CHIPPENDALE

Surveyors Reference: 141021 B11 SP–TM

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 13 of 14 sheet(s)

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- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
271	1102	85	O'CONNOR	STREET	CHIPPENDALE
272	1103	85	O'CONNOR	STREET	CHIPPENDALE
273	1104	85	O'CONNOR	STREET	CHIPPENDALE
274	1105	85	O'CONNOR	STREET	CHIPPENDALE
275	1106	85	O'CONNOR	STREET	CHIPPENDALE
276	1107	85	O'CONNOR	STREET	CHIPPENDALE
277	1108	85	O'CONNOR	STREET	CHIPPENDALE
278	1109	85	O'CONNOR	STREET	CHIPPENDALE
279	1201	85	O'CONNOR	STREET	CHIPPENDALE
280	1202	85	O'CONNOR	STREET	CHIPPENDALE
281	1203	85	O'CONNOR	STREET	CHIPPENDALE
282	1204	85	O'CONNOR	STREET	CHIPPENDALE
283	1205	85	O'CONNOR	STREET	CHIPPENDALE
284	1206	85	O'CONNOR	STREET	CHIPPENDALE
285	1207	85	O'CONNOR	STREET	CHIPPENDALE
286	1208	85	O'CONNOR	STREET	CHIPPENDALE
287	1209	85	O'CONNOR	STREET	CHIPPENDALE
288	1301	85	O'CONNOR	STREET	CHIPPENDALE
289	1302	85	O'CONNOR	STREET	CHIPPENDALE
290	1303	85	O'CONNOR	STREET	CHIPPENDALE
291	1304	85	O'CONNOR	STREET	CHIPPENDALE
292	1305	85	O'CONNOR	STREET	CHIPPENDALE
293	1306	85	O'CONNOR	STREET	CHIPPENDALE
294	1308	85	O'CONNOR	STREET	CHIPPENDALE
295	1309	85	O'CONNOR	STREET	CHIPPENDALE

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, IT IS INTENDED TO CREATE:

1. EASEMENT FOR MAINTENANCE VARIABLE WIDTH (E) ~~(LIMITED IN STRATUM)~~
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND

A STRATA MANAGEMENT STATEMENT OF 143 SHEETS ACCOMPANIES THIS PLAN

Surveyors Reference: 141021 B11 SP-TM

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 14 of 14 sheet(s)

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- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

Executed by FRASERS BROADWAY PTY LTD)
(ACN 122 575 286))
In Accordance with Section 127 of the)
Corporations Act:)

.....
Signature of Director

MICHAEL CADDEY
.....
Name of Director (block letters)

.....
Signature of ~~Director~~/Secretary

MARIA VESIC
.....
Name of ~~Director~~/Secretary (block letters)

Surveyors Reference: 141021 B11 SP–TM

InfoTrack

SCHEDULE OF LOT FOOTPRINT AREAS			
LOT	DESCRIPTION	AREA (m^2)	No. OF PARTS
50	RETAIL STRATUM LOT	5977m^2	18
51	RESIDENTIAL STRATUM LOT	6851m^2	19
52	CASTLE CONNELL HOTEL	231.6m^2	5
53	FUTURE ROAD WIDENING	848.9m^2	6
54	FUTURE WELLINGTON STREET ROAD WIDENING	393.3m^2	6

THE DEFINITION OF O'CONNOR STREET, BALFOUR STREET, WELLINGTON STREET AND KENSINGTON STREET HAVE COUNCIL CONSENT VIDE (D.P.1181334), (D.P.1131320) & (D.P.1216775)

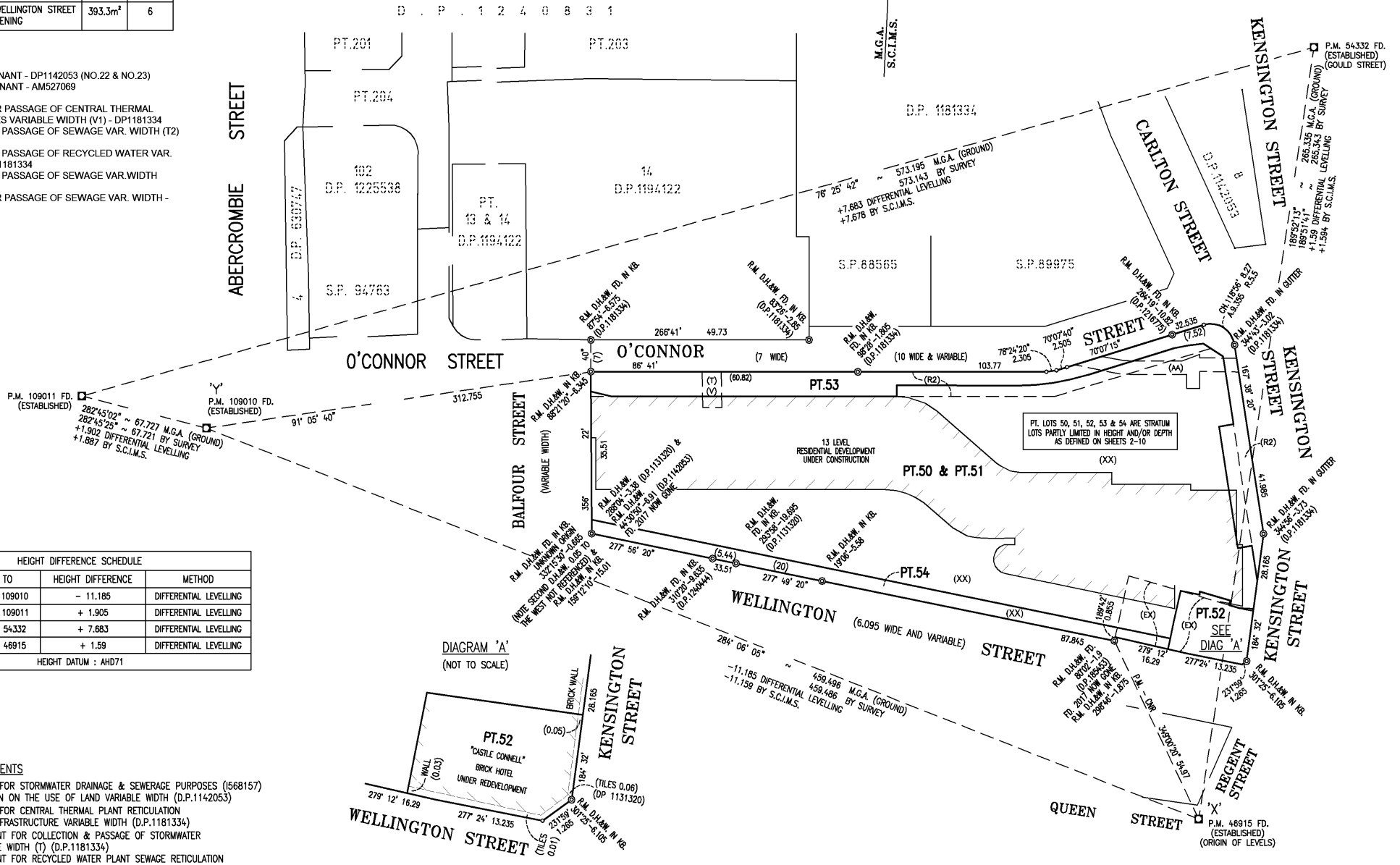
LOCALITY

THIS SHEET DETAILS THE SUROUNDS SURVEY ONLY.
SEE SHEETS 2–10 FOR THE DETAILS OF THE STRATUM SUBDIVISION.

COORDINATE SCHEDULE MGA CO-ORDINATES (GDA 94)								
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
PM 46915	333 692.853	6 248 915.241	56	B	2	20.774	LB	L2
PM 54332	333 738.333	6 249 176.632	56	C	3	19.18	LB	L2
PM 109010	333 247.231	6 249 027.186	56	C	U	9.615	B	2
PM 109011	333 181.178	6 249 042.133	56	C	U	11.502	B	2

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 06/06/2018
COMBINED SCALE FACTOR 0.999938

(XX) - POSITIVE COVENANT - DP1142053 (NO.22 & NO.23)
- POSITIVE COVENANT - AM527069
- BENEFITED BY:
- EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (V1) - DP1181334
- EASEMENT FOR PASSAGE OF SEWAGE VAR. WIDTH (T2) - DP11831334
- EASEMENT FOR PASSAGE OF RECYCLED WATER VAR. WIDTH (T4) - DP1181334
- EASEMENT FOR PASSAGE OF SEWAGE VAR.WIDTH (AT2) - SP88565
- EASEMENT FOR PASSAGE OF SEWAGE VAR. WIDTH - SP88765



HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 46915	PM 109010	– 11.185	DIFFERENTIAL LEVELLING
PM 109010	PM 109011	+ 1.905	DIFFERENTIAL LEVELLING
PM 109011	PM 54332	+ 7.683	DIFFERENTIAL LEVELLING
PM 54332	PM 46915	+ 1.59	DIFFERENTIAL LEVELLING
HEIGHT DATUM : AHD71			

EXISTING EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING * POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:600 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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BASEMENT LEVEL 2 & BELOW

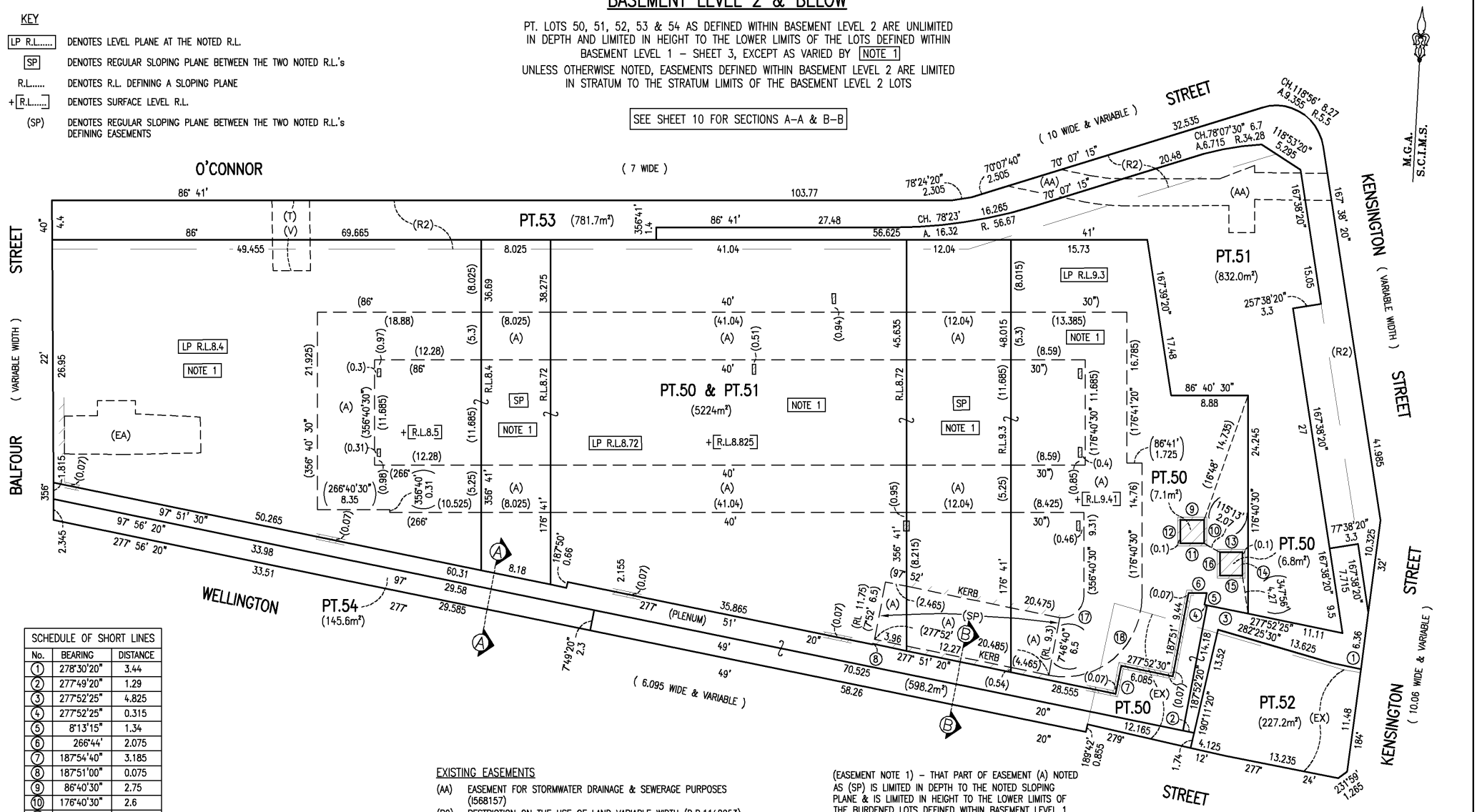
PT. LOTS 50, 51, 52, 53 & 54 AS DEFINED WITHIN BASEMENT LEVEL 2 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN BASEMENT LEVEL 1 – SHEET 3, EXCEPT AS VARIED BY NOTE 1

UNLESS OTHERWISE NOTED, EASEMENTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BASEMENT LEVEL 2 LOTS

SEE SHEET 10 FOR SECTIONS A–A & B–B

KEY

- LP R.L..... DENOTES LEVEL PLANE AT THE NOTED R.L.
- SP DENOTES REGULAR SLOPING PLANE BETWEEN THE TWO NOTED R.L.'s
- R.L..... DENOTES R.L. DEFINING A SLOPING PLANE
- +R.L..... DENOTES SURFACE LEVEL R.L.
- (SP) DENOTES REGULAR SLOPING PLANE BETWEEN THE TWO NOTED R.L.'s DEFINING EASEMENTS



SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
①	278°30'20"	3.44
②	277°49'20"	1.29
③	277°52'25"	4.825
④	277°52'25"	0.315
⑤	8°13'15"	1.34
⑥	266°44'	2.075
⑦	187°54'40"	3.185
⑧	187°51'00"	0.075
⑨	86°40'30"	2.75
⑩	176°40'30"	2.6
⑪	266°40'30"	2.75
⑫	356°40'30"	2.6
⑬	86°40'30"	2.6
⑭	176°40'30"	2.6
⑮	266°40'30"	2.6
⑯	356°40'30"	2.6

SCHEDULE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
⑰	46°03'30" – 3.685	4.13	2.53
⑱	227°23'50" – 13.865	15.895	8.905

EXISTING EASEMENTS

- (AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
- (R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (D.P.1142053)
- (V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
- (T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
  – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
  – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
- (EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING * POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053
- (EA) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AN 395126)

(EASEMENT NOTE 1) – THAT PART OF EASEMENT (A) NOTED AS (SP) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE & IS LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE BURDENED LOTS DEFINED WITHIN BASEMENT LEVEL 1

EASEMENT

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) – SEE (EASEMENT NOTE 1)

NOTE 1 – THESE PARTS OF LOT 51 ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED ON BASEMENT LEVEL 1 (SHEET 3)
– THESE PARTS OF LOT 50 ARE LIMITED IN HEIGHT TO THE NOTED LEVEL & SLOPING PLANES AND UNLIMITED IN DEPTH

GLOBAL EASEMENTS AFFECTING THE WHOLE OF LOTS

EASEMENT FOR SUPPORT & SHELTER – AFFECTS WHOLE OF LOTS 50, 51 & 52
EASEMENT FOR SERVICES – AFFECTS WHOLE OF LOTS 50 & 51
EASEMENT FOR FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT – AFFECTS WHOLE OF LOTS 50 & 51
EASEMENT TO ACCESS AND USE SHARED FACILITIES – AFFECTS WHOLE OF LOTS 50 & 51

THE WHOLE OF LOT EASEMENT DETAILS ARE NOT REPEATED ON THE FOLLOWING SHEETS

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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BASEMENT LEVEL 1

PT. LOTS 50, 51, 52, 53 & 54 AS DEFINED WITHIN BASEMENT LEVEL 1 ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN GROUND LEVEL – SHEET 4

UNLESS OTHERWISE NOTED, EASEMENTS DEFINED WITHIN BASEMENT LEVEL 1 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BASEMENT LEVEL 1 LOTS

SEE SHEET 10 FOR SECTIONS A–A & B–B

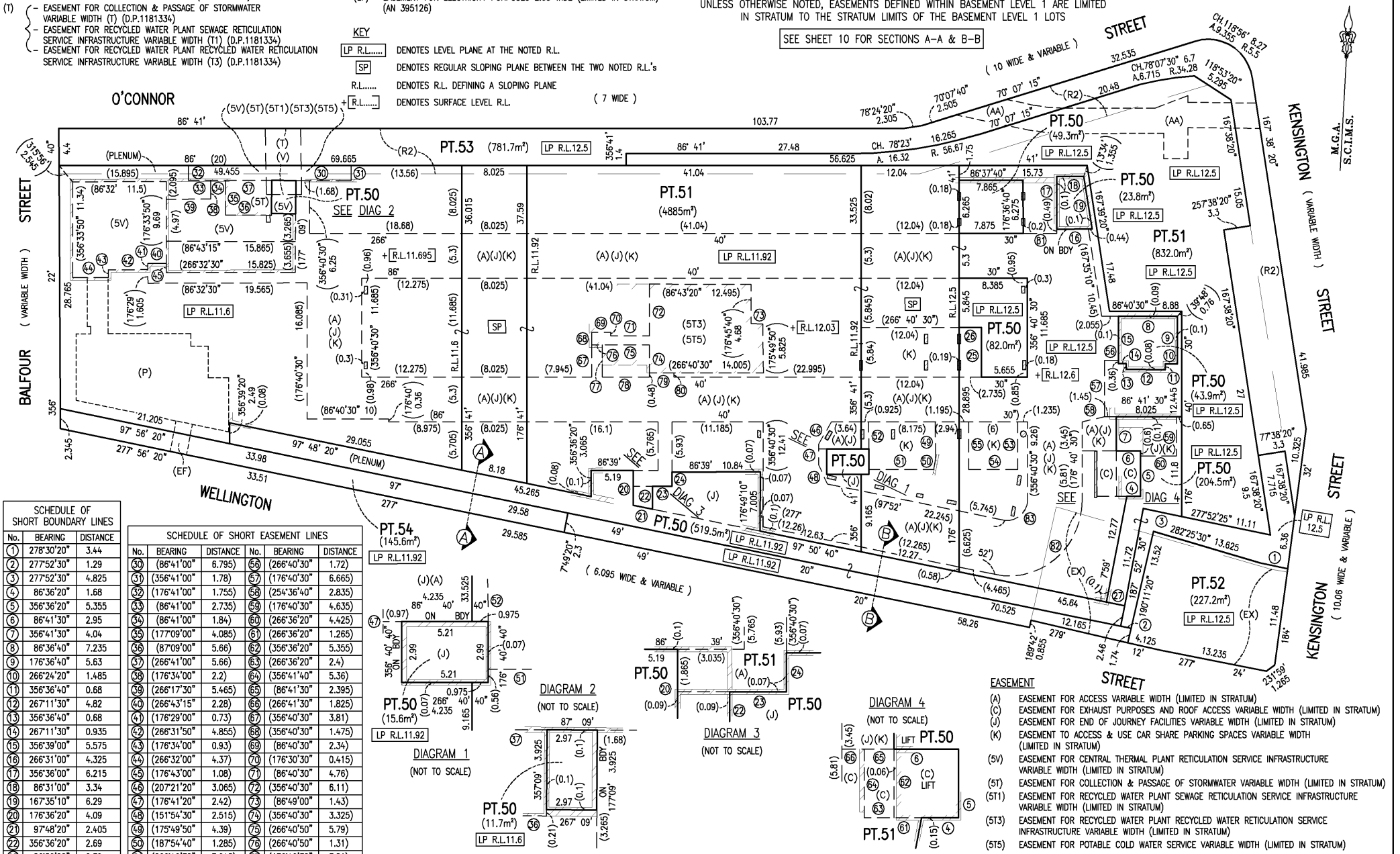
EXISTING EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (1568157)
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING * POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053
(P) SUBSTATION PREMISES S.63670 (AN 395126)
(EF) EASEMENT FOR ELECTRICITY PURPOSES 2.05 WIDE (LIMITED IN STRATUM) (AN 395126)

KEY

LP R.L..... DENOTES LEVEL PLANE AT THE NOTED R.L.
SP DENOTES REGULAR SLOPING PLANE BETWEEN THE TWO NOTED R.L.'s
R.L..... DENOTES R.L. DEFINING A SLOPING PLANE
+R.L..... DENOTES SURFACE LEVEL R.L.

SCHEDULE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
(82)	227°23'50" – 13.865	15.9	8.905
(83)	46°03'30" – 3.685	4.125	2.53



SCHEDULE OF SHORT BOUNDARY LINES

No.	BEARING	DISTANCE
(1)	278°30'20"	3.44
(2)	277°52'30"	1.29
(3)	277°52'30"	4.825
(4)	86°36'20"	1.68
(5)	356°36'20"	5.355
(6)	86°41'30"	2.95
(7)	356°41'30"	4.04
(8)	86°36'40"	7.235
(9)	176°36'40"	5.63
(10)	266°24'20"	1.485
(11)	356°36'40"	0.68
(12)	267°11'30"	4.82
(13)	356°36'40"	0.68
(14)	267°11'30"	0.935
(15)	356°39'00"	5.575
(16)	266°31'00"	4.325
(17)	356°36'00"	6.215
(18)	86°31'00"	3.34
(19)	167°35'10"	6.29
(20)	176°36'20"	4.09
(21)	97°48'20"	2.405
(22)	356°36'20"	2.69
(23)	86°50'00"	2.39
(24)	356°49'00"	1.705
(25)	356°40'30"	5.84
(26)	266°40'30"	2.73
(27)	97°50'30"	2.29

SCHEDULE OF SHORT EASEMENT LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
(30)	(86°41'00"	6.795)	(56)	(266°40'30"	1.72)
(31)	(356°41'00"	1.78)	(57)	(176°40'30"	6.665)
(32)	(176°41'00"	1.755)	(58)	(254°36'40"	2.835)
(33)	(86°41'00"	2.735)	(59)	(176°40'30"	4.635)
(34)	(86°41'00"	1.84)	(60)	(266°36'20"	4.425)
(35)	(177°09'00"	4.085)	(61)	(266°36'20"	1.265)
(36)	(87°09'00"	5.66)	(62)	(356°36'20"	5.355)
(37)	(266°41'00"	5.66)	(63)	(266°36'20"	2.4)
(38)	(176°34'00"	2.2)	(64)	(356°41'40"	5.36)
(39)	(266°17'30"	5.465)	(65)	(86°41'30"	2.395)
(40)	(266°43'15"	2.28)	(66)	(266°41'30"	1.825)
(41)	(176°29'00"	0.73)	(67)	(356°40'30"	3.81)
(42)	(266°31'50"	4.855)	(68)	(356°40'30"	1.475)
(43)	(176°34'00"	0.93)	(69)	(86°40'30"	2.34)
(44)	(266°32'00"	4.37)	(70)	(176°30'30"	0.415)
(45)	(176°43'00"	1.08)	(71)	(86°40'30"	4.76)
(46)	(207°21'20"	3.065)	(72)	(356°40'30"	6.11)
(47)	(176°41'20"	2.42)	(73)	(86°49'00"	1.43)
(48)	(151°54'30"	2.515)	(74)	(356°40'30"	3.325)
(49)	(175°49'50"	4.39)	(75)	(266°40'50"	5.79)
(50)	(187°54'40"	1.285)	(76)	(266°40'50"	1.31)
(51)	(266°40'30"	7.945)	(77)	(176°40'30"	3.81)
(52)	(355°44'50"	3.225)	(78)	(86°40'30"	5.79)
(53)	(176°40'30"	5.65)	(79)	(86°40'30"	3.0)
(54)	(266°43'20"	6.0)	(80)	(176°40'30"	0.48)
(55)	(356°40'30"	5.645)	(81)	(266°40'30"	4.13)

EASEMENT

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR END OF JOURNEY FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)
(K) EASEMENT TO ACCESS & USE CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM)
(5V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(5T) EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)
(5T1) EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(5T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(5T5) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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EXISTING EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING * POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053
(ED) RIGHT OF CARRIAGEWAY 2 WIDE, 3 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM) (AN 395126)
(EE) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AN 395126)
(EF) EASEMENT FOR ELECTRICITY PURPOSES 2.05 WIDE (LIMITED IN STRATUM) (AN 395126)

GROUND LEVEL – SHEETS 4 TO 6

PT. LOTS 50, 51, 52, 53 & 54 AS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN LEVEL 1 – SHEET 7

UNLESS OTHERWISE NOTED, EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE GROUND LEVEL LOTS

SEE SHEET 10 FOR SECTIONS A–A & B–B

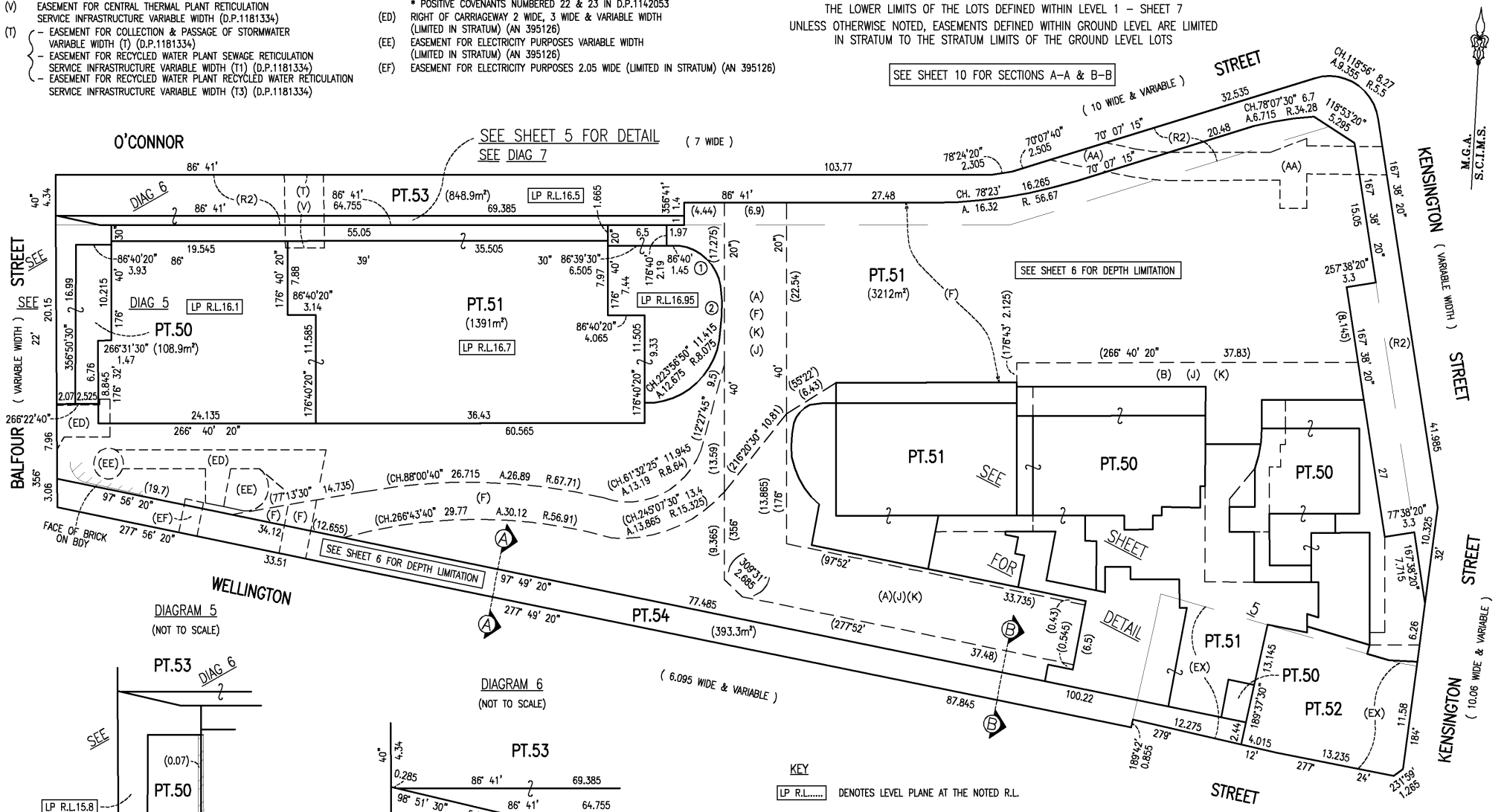


DIAGRAM 5
(NOT TO SCALE)

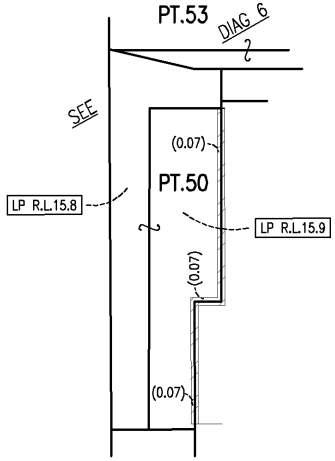
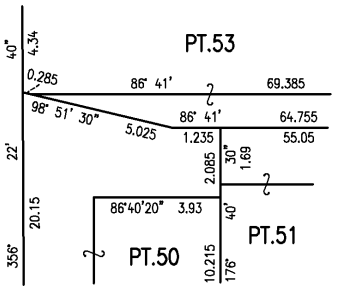


DIAGRAM 6
(NOT TO SCALE)



KEY

LP R.L..... DENOTES LEVEL PLANE AT THE NOTED R.L.

EASEMENT

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(F) EASEMENT FOR PUBLIC ACCESS & RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR END OF JOURNEY FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)
(K) EASEMENT TO ACCESS & USE CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF CURVED LINES

No.	CHORD	ARC	RADIUS
(1)	130°07'00" – 6.28	6.715	5.33
(2)	177°21'40" – 4.71	4.725	18.195

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GROUND LEVEL – SHEETS 4 TO 6

PT. LOTS 50, 51, 52, 53 & 54 AS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN LEVEL 1 – SHEET 7

UNLESS OTHERWISE NOTED, EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE GROUND LEVEL LOTS

SEE SHEET 10 FOR SECTION B–B

KEY

LP R.L.....	DENOTES LEVEL PLANE AT THE NOTED R.L.
SP	DENOTES REGULAR SLOPING PLANE BETWEEN THE TWO NOTED R.L.'s
R.L.....	DENOTES R.L. DEFINING A SLOPING PLANE

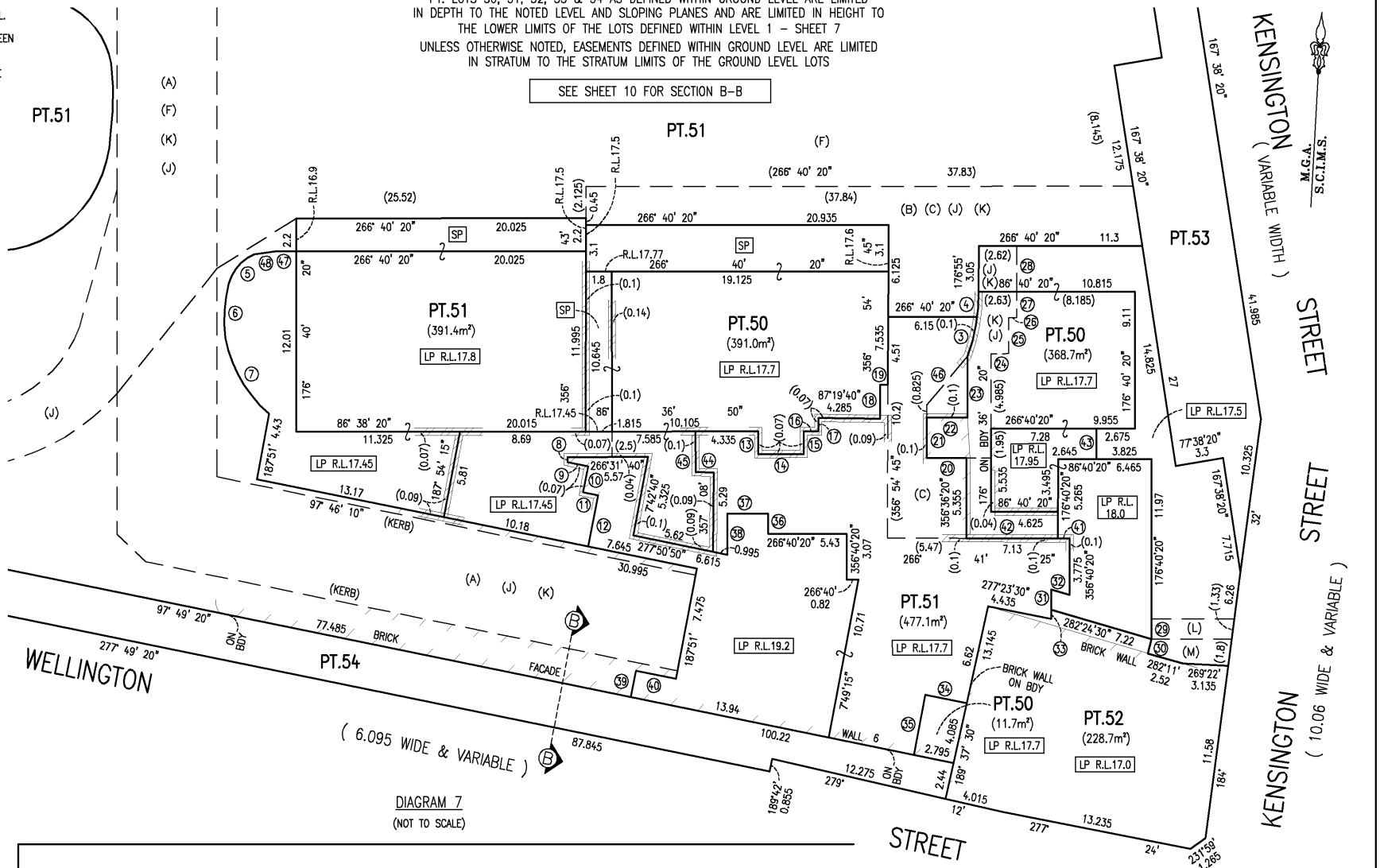

DIAGRAM 7
(NOT TO SCALE)

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
(8)	176°54'00"	0.335
(9)	278°03'00"	1.45
(10)	187°44'00"	1.765
(11)	97°49'00"	1.04
(12)	187°51'00"	3.47
(13)	176°39'00"	1.515
(14)	86°38'50"	3.16
(15)	356°38'50"	1.52
(16)	86°38'50"	1.0
(17)	356°38'50"	0.88
(18)	356°40'20"	2.26
(19)	86°40'00"	0.535
(20)	266°41'30"	2.735
(21)	356°41'30"	2.69
(22)	86°41'30"	2.81
(23)	356°40'20"	4.09
(24)	(86°22'30"	1.235)
(25)	(356°22'30"	2.4)
(26)	(86°40'20"	0.56)
(27)	(356°40'20"	1.715)
(28)	(356°40'20"	3.05)
(29)	(176°40'20"	1.33)
(30)	192°11'00"	0.995
(31)	176°40'20"	1.945
(32)	102°24'30"	1.33
(33)	176°40'20"	0.615
(34)	277°49'00"	2.93
(35)	187°45'00"	4.08
(36)	356°40'00"	1.335
(37)	266°40'00"	2.83
(38)	176°40'00"	2.74
(39)	7°51'00"	1.795
(40)	97°51'00"	2.81
(41)	266°41'20"	0.805
(42)	266°41'20"	6.325
(43)	176°40'20"	2.035
(44)	267°18'00"	1.255
(45)	356°25'00"	2.715
(46)	(37°23'40"	4.305)
(47)	266°40'	1.41
(48)	259°55'30"	1.535

SCHEDULE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
(3)	11°03'30" – 2.69	2.695	11.365
(4)	180°01'50" – 1.675	1.68	11.365
(5)	218°17'00" – 2.625	2.71	3.115
(6)	180°18'20" – 3.61	3.63	9.71
(7)	145°46'00" – 5.905	6.025	8.795

EASEMENT

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(F) EASEMENT FOR PUBLIC ACCESS & RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR END OF JOURNEY FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)
(K) EASEMENT TO ACCESS & USE CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM)
(M) EASEMENT FOR GARBAGE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(L) EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB–TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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GROUND LEVEL – SHEETS 4 TO 6

DIMENSION NOTE

ONLY LINES NOT DIMENSIONED ON SHEETS 4 AND/OR 5 ARE DIMENSIONED ON THIS SHEET. SEE SHEETS 4 & 5 FOR ALL OTHER DETAILS.

PT. LOTS 50, 51, 52, 53 & 54 AS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN LEVEL 1 – SHEET 7

UNLESS OTHERWISE NOTED, EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE GROUND LEVEL LOTS

SEE SHEET 10 FOR SECTIONS A–A & B–B

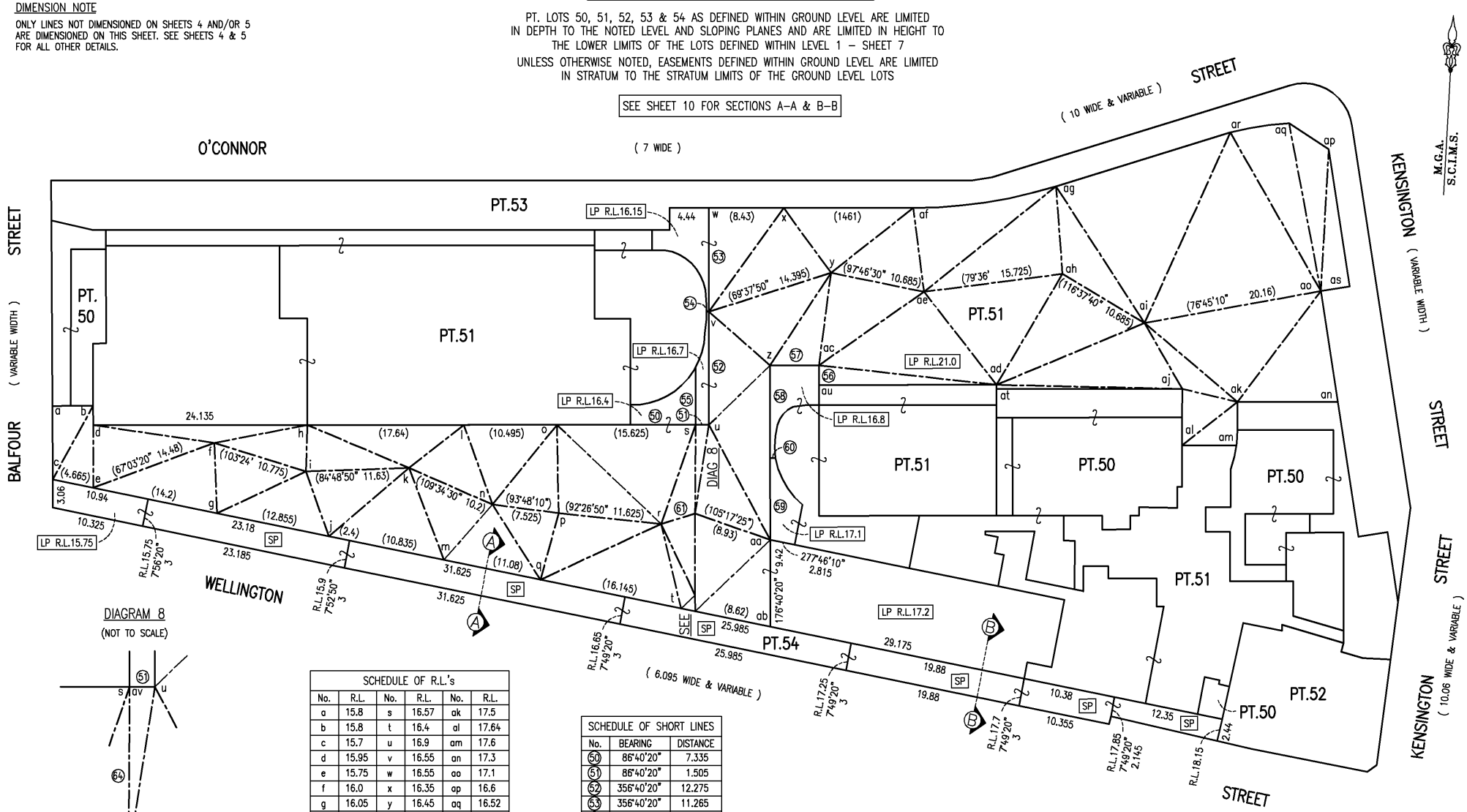
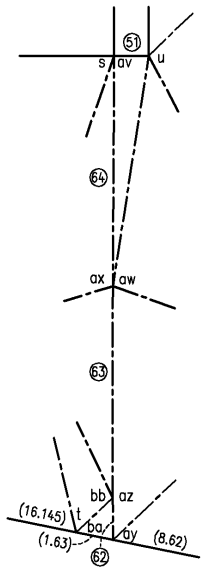


DIAGRAM 8

(NOT TO SCALE)



SCHEDULE OF R.L.'s					
No.	R.L.	No.	R.L.	No.	R.L.
a	15.8	s	16.57	ak	17.5
b	15.8	t	16.4	al	17.64
c	15.7	u	16.9	am	17.6
d	15.95	v	16.55	an	17.3
e	15.75	w	16.55	ao	17.1
f	16.0	x	16.35	ap	16.6
g	16.05	y	16.45	aq	16.52
h	16.07	z	16.75	ar	16.72
i	16.1	aa	17.2	as	16.95
j	16.2	ab	17.3	at	17.45
k	16.3	ac	16.8	au	16.88
l	16.38	ad	17.45	av	16.9
m	16.45	ae	16.65	aw	17.05
n	16.4	af	16.45	ax	16.8
o	16.55	ag	16.46	ay	17.28
p	16.45	ah	17.1	az	17.24
q	16.7	ai	17.12	ba	17.05
r	16.5	aj	17.57	bb	16.45

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
50	86°40'20"	7.335
51	86°40'20"	1.505
52	356°40'20"	12.275
53	356°40'20"	11.265
54	266°40'20"	0.27
55	356°40'20"	6.245
56	356°40'20"	2.125
57	266°40'20"	5.495
58	176°40'20"	10.075
59	176°40'20"	8.875
60	86°40'20"	0.585
61	(70°28'20"	3.975)
62	(356°29'30"	1.755)
63	(356°41'00"	8.845)
64	(357°01'15"	9.635)

KEY

LP R.L.....	DENOTES LEVEL PLANE AT THE NOTED R.L.
SP	DENOTES REGULAR SLOPING PLANE BETWEEN THE TWO NOTED R.L.'s
R.L.....	DENOTES R.L. DEFINING A SLOPING PLANE
	THE DIMENSION TRIANGLES SHOWN THUS REPRESENT REGULAR SLOPING PLANES WITH THE R.L.'s OF EACH CORNER NOTED IN THE SCHEDULE OF R.L.'s. THE R.L.'s ARE GENERALLY UP TO 0.15 METRES BELOW THE CONCRETE SURFACE LEVELS.

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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LEVEL 1 – (TO UNDERSIDE OF LEVEL 3)

PT. LOTS 50, 51, 52, 53 & 54 AS DEFINED WITHIN LEVEL 1 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN LEVEL 3 – SHEET 8 – EXCEPT AS VARIED BY NOTE 2

UNLESS OTHERWISE NOTED, EASEMENTS DEFINED WITHIN LEVEL 1 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LEVEL 1 LOTS

SEE SHEET 10 FOR SECTIONS A–A & B–B

EXISTING EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)

(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING * POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053

KEY

LP R.L..... DENOTES LEVEL PLANE AT THE NOTED R.L.
+R.L..... DENOTES SURFACE LEVEL R.L.86

EASEMENT

(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(CS12) DENOTES THE SITE THE SUBJECT OF THE TERMS IN POSITIVE COVENANT ITEM 12 OF THE 88B DOCUMENT

SCHEDULE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
(38)	310°19'15" – 4.345	4.605	3.91
(39)	349°44'30" – 0.77	0.775	3.91

SCHEDULE OF SHORT LINES					
No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
(1)	269°22'00"	2.055	(19)	356°37'00"	0.105
(2)	269°22'00"	1.08	(20)	86°36'50"	2.795
(3)	86°40'20"	6.06	(21)	176°31'30"	1.285
(4)	356°05'00"	1.41	(22)	266°30'50"	3.545
(5)	266°33'20"	4.23	(23)	356°40'00"	1.29
(6)	356°40'20"	13.88	(24)	86°36'00"	3.54
(7)	86°40'20"	1.215	(25)	266°29'00"	1.635
(8)	257°38'20"	1.595	(26)	356°21'00"	2.755
(9)	86°47'20"	1.635	(27)	86°30'00"	1.655
(10)	176°40'20"	2.585	(28)	176°49'00"	2.755
(11)	266°47'20"	1.635	(29)	188°00'00"	6.61
(12)	356°38'40"	2.585	(30)	277°49'40"	2.74
(13)	176°28'40"	5.4	(31)	8°00'00"	6.07
(14)	266°37'00"	0.235	(32)	86°40'20"	2.795
(15)	176°37'00"	1.34	(33)	86°40'00"	0.675
(16)	266°36'50"	5.29	(34)	356°40'00"	2.25
(17)	356°28'40"	6.63	(35)	266°40'00"	0.675
(18)	86°36'50"	2.735	(36)	174°09'00"	1.73
			(37)	268°49'20"	2.665

DIAGRAM 10
SCALE 1:150

NOTE 2 – PART LOT 50 IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 22.9 AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT 24.5

PART LOT 51 IS LIMITED IN DEPTH TO THE LEVEL PLANE AT 24.5 AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT 27.65

DIAGRAM 9
(NOT TO SCALE)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037
Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM				

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LEVEL 3

PT. LOTS 51, 52, 53 & 54 AS DEFINED WITHIN LEVEL 3 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN LEVEL 4 – SHEET 9

UNLESS OTHERWISE NOTED, EASEMENTS DEFINED WITHIN LEVEL 3 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LEVEL 3 LOTS

KEY

LP R.L..... DENOTES LEVEL PLANE AT THE NOTED R.L.

EASEMENT

(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT FOR EXHAUST PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

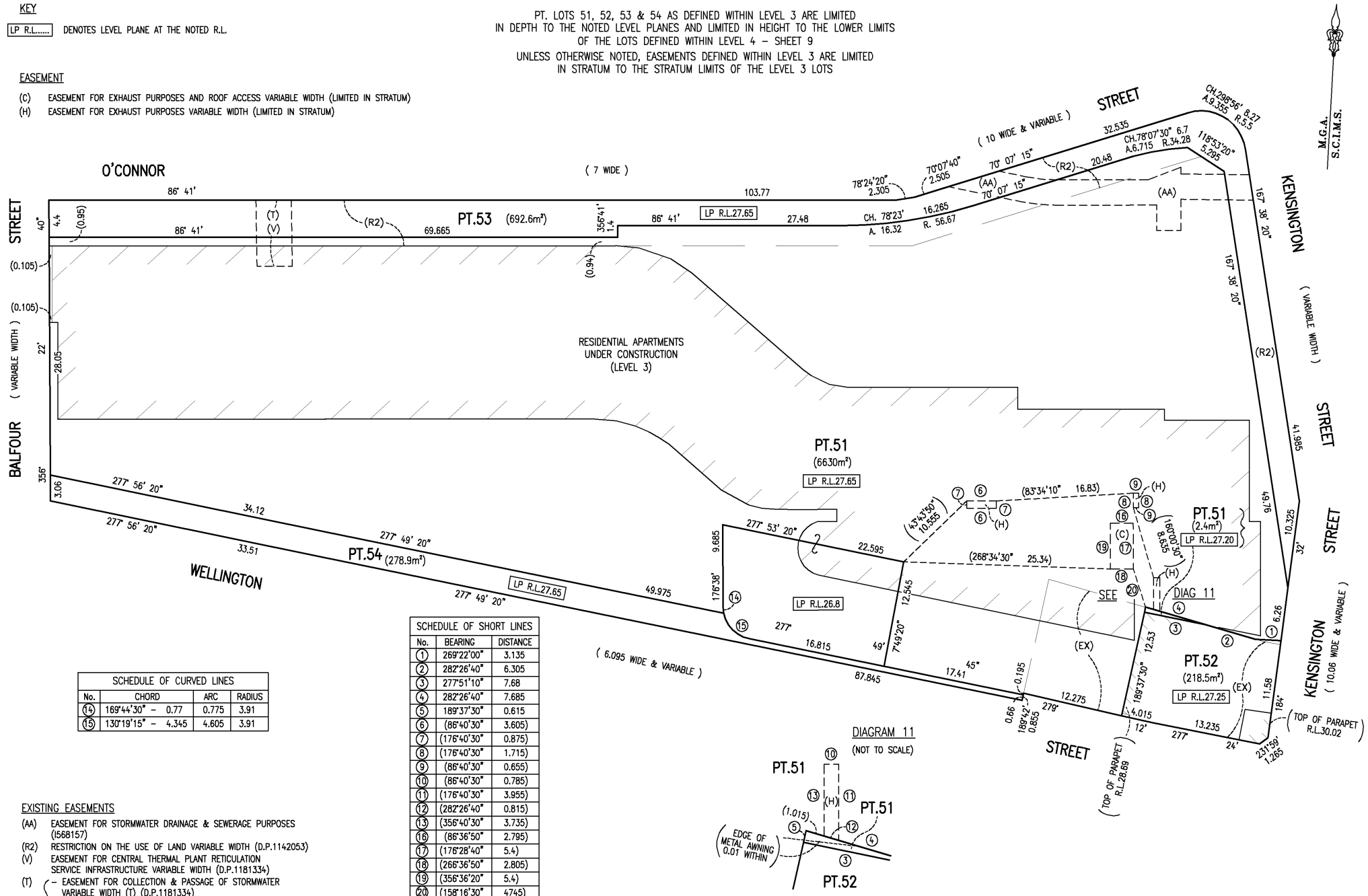

DIAGRAM 11
(NOT TO SCALE)

SCHEDULE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
(14)	169°44'30" – 0.77	0.775	3.91
(15)	130°19'15" – 4.345	4.605	3.91

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
(1)	269°22'00"	3.135
(2)	282°26'40"	6.305
(3)	277°51'10"	7.68
(4)	282°26'40"	7.685
(5)	189°37'30"	0.615
(6)	(86°40'30"	3.605)
(7)	(176°40'30"	0.875)
(8)	(176°40'30"	1.715)
(9)	(86°40'30"	0.655)
(10)	(86°40'30"	0.785)
(11)	(176°40'30"	3.955)
(12)	(282°26'40"	0.815)
(13)	(356°40'30"	3.735)
(16)	(86°36'50"	2.795)
(17)	(176°28'40"	5.4)
(18)	(266°36'50"	2.805)
(19)	(356°36'20"	5.4)
(20)	(158°16'30"	4745)

EXISTING EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (1568157)
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING * POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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LEVEL 4 & ABOVE

PT. LOTS 51, 53 & 54 AS DEFINED WITHIN LEVEL 4 & ABOVE ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED IN HEIGHT.

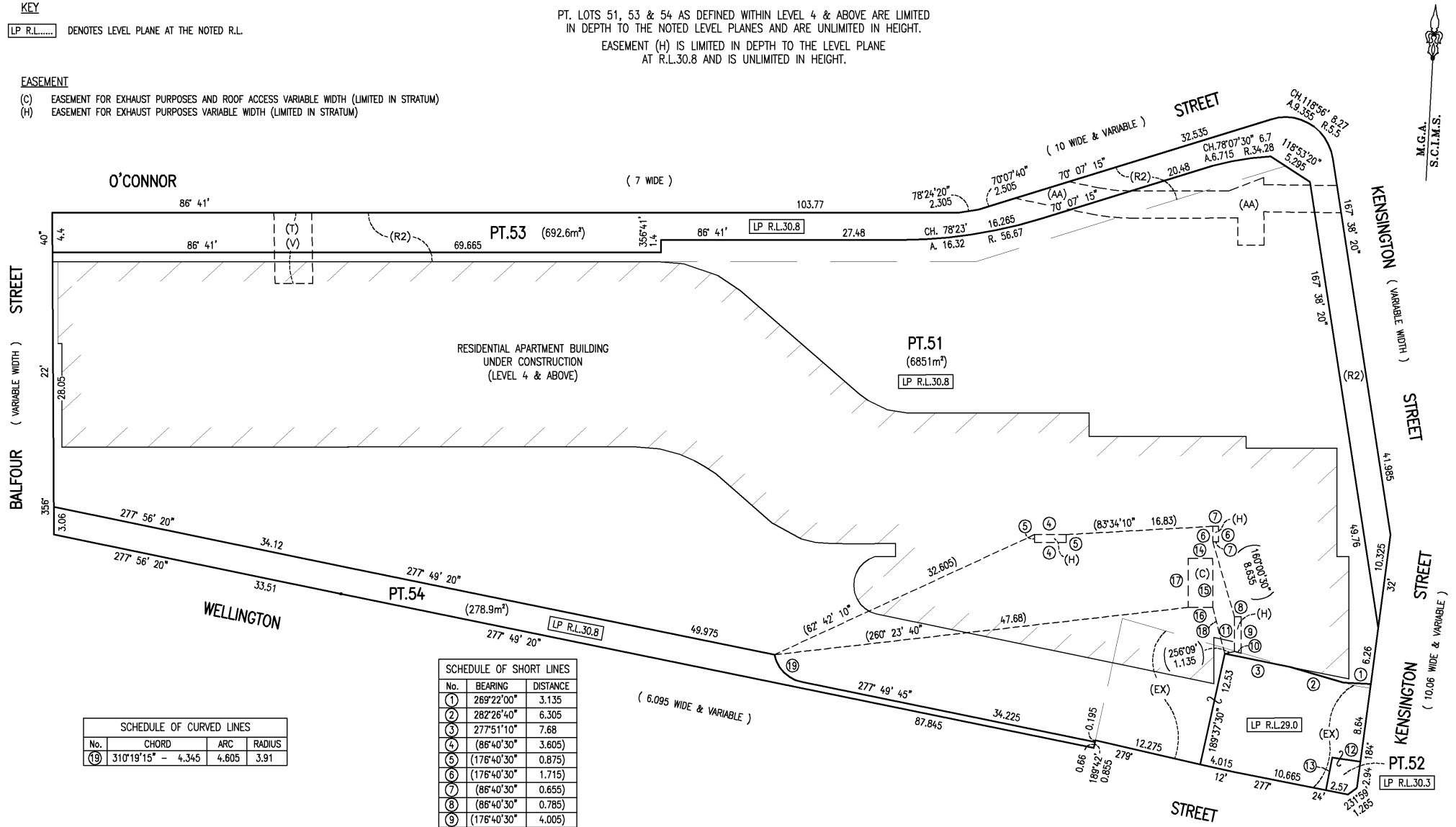
EASEMENT (H) IS LIMITED IN DEPTH TO THE LEVEL PLANE AT R.L.30.8 AND IS UNLIMITED IN HEIGHT.

KEY

LP R.L..... DENOTES LEVEL PLANE AT THE NOTED R.L.

EASEMENT

(C) EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT FOR EXHAUST PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)



SCHEDULE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
(19)	310°19'15" – 4.345	4.605	3.91

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
(1)	269°22'00"	3.135
(2)	282°26'40"	6.305
(3)	277°51'10"	7.68
(4)	(86°40'30"	3.605)
(5)	(176°40'30"	0.875)
(6)	(176°40'30"	1.715)
(7)	(86°40'30"	0.655)
(8)	(86°40'30"	0.785)
(9)	(176°40'30"	4.005)
(10)	(277°51'00"	0.8)
(11)	(356°40'30"	3.85)
(12)	274°35'	3.26
(13)	188°12'	3.68
(14)	(86°35'50"	2.795)
(15)	(176°28'40"	5.4)
(16)	(266°36'50"	2.805)
(17)	(356°36'20"	5.4)
(18)	(161°45'15"	5.28)

EXISTING EASEMENTS

(AA) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (1568157)
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(T) – EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (T) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (D.P.1181334)
– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (D.P.1181334)
(EX) THIS PART OF THE PROPERTY IS NOT SUBJECT TO THE FOLLOWING
* POSITIVE COVENANTS NUMBERED 22 & 23 IN D.P.1142053

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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

X:\14JOBS\141021 Block 11 CUB\Final Stratum\141021 SUB-TM – SHT09 – Level 4 & Above.dwg

Req:R809615 /Doc:DP 1230037 P /Rev:22-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:9 of 17
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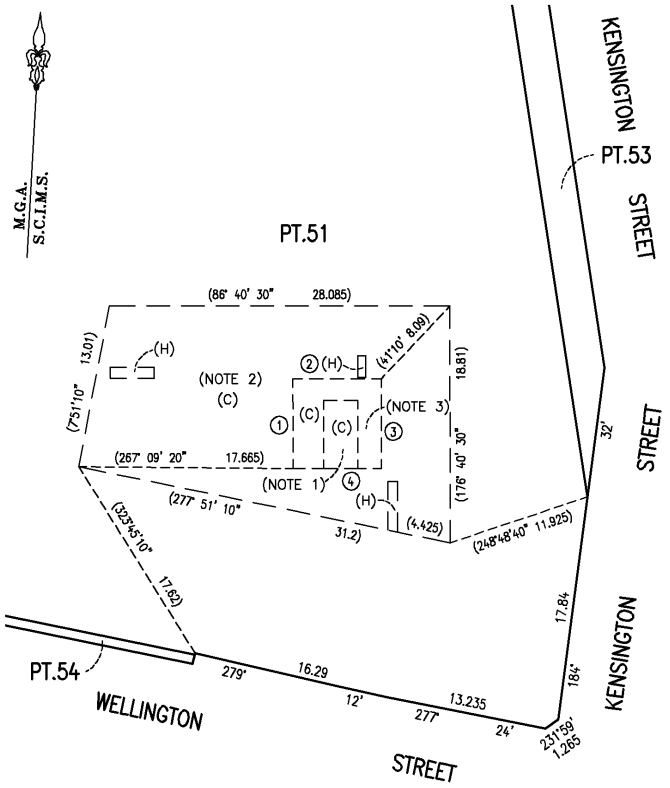
LEVEL 13 & ROOF LEVEL EASEMENT



SCHEDULE OF SHORT BOUNDARY LINES		
No.	BEARING	DISTANCE
(1)	356°36'15"	7.14
(2)	86°39'40"	7.285
(3)	176°36'15"	7.135
(4)	266°36'50"	7.285

EASEMENT

(C) EASEMENT FOR EXHAUST PURPOSES & ROOF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(H) EASEMENT FOR EXHAUST PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AS DEFINED ON SHEET 9)

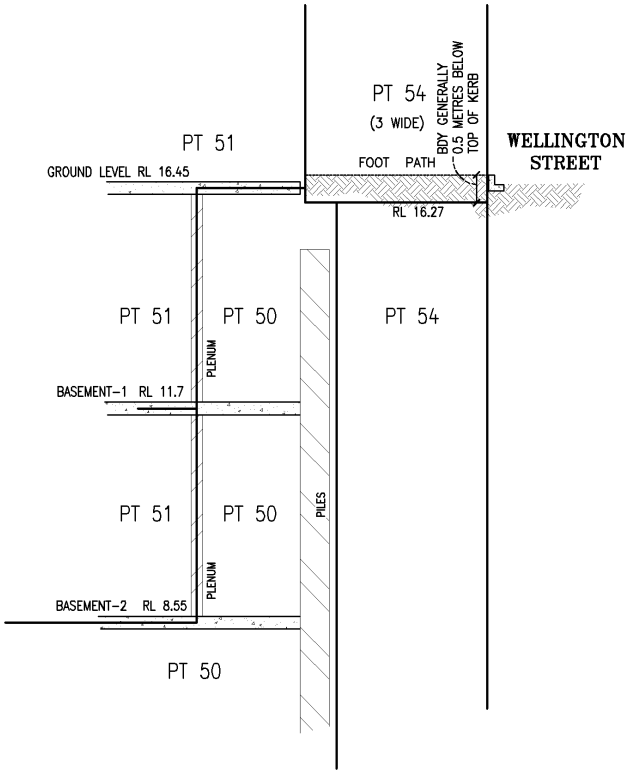
(NOTE 1) FOOTPRINT OF (C) AS DEFINED ON SHEET 9

(NOTE 2) THIS PART OF EASEMENT (C) IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 62.3 AND IS UNLIMITED IN HEIGHT

(NOTE 3) THIS PART OF EASEMENT (C) IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 59.15 AND IS UNLIMITED IN HEIGHT

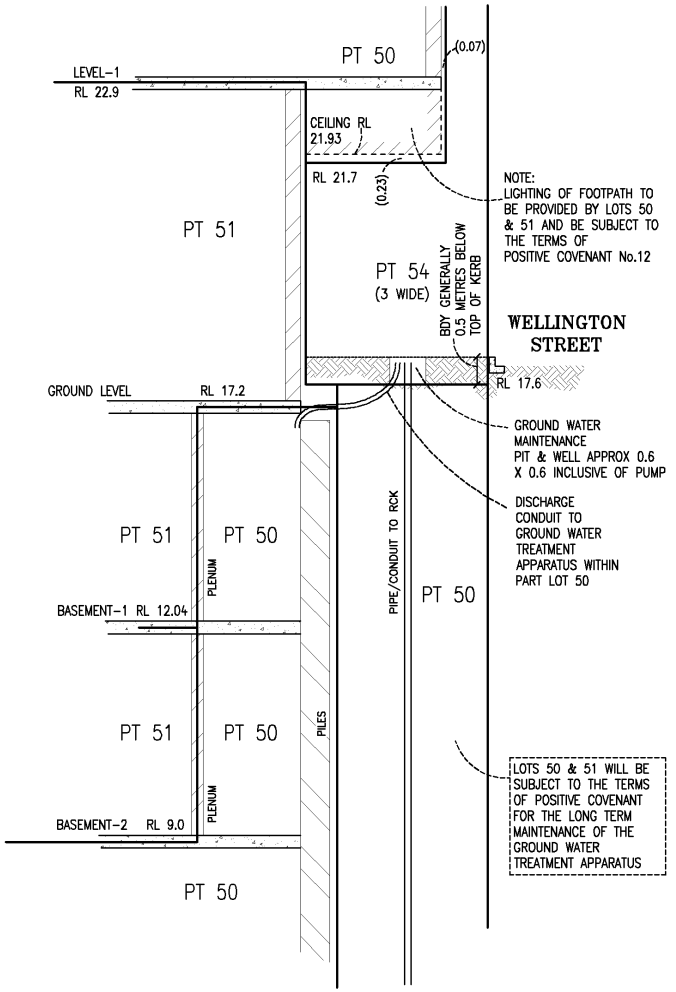
SECTION A–A

(NOT TO SCALE)



SECTION B–B

(NOT TO SCALE)



SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB–TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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BASEMENT LEVEL 1 – ADDITIONAL EASEMENTS

EASEMENT STRATUM KEY

(L.P. R.L.) THOSE PARTS OF EASEMENTS (5V), (5T), (5T1), (5T3) & (5T5) WHICH INCLUDE THE NOTATION (L.P. R.L.) ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANE & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN GROUND LEVEL – SHEETS 4, 5 & 6.

* UNLESS OTHERWISE NOTED, EASEMENTS DEFINED ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BASEMENT LEVEL 1 LOTS.
* ONLY EASEMENTS NOT DEFINED WITHIN SHEET 3 – BASEMENT LEVEL 1 ARE DEFINED ON THIS SHEET
* FOR FULL DETAILS ON BASEMENT LEVEL 1 LOTS, REFER TO SHEET 3 OF THIS PLAN

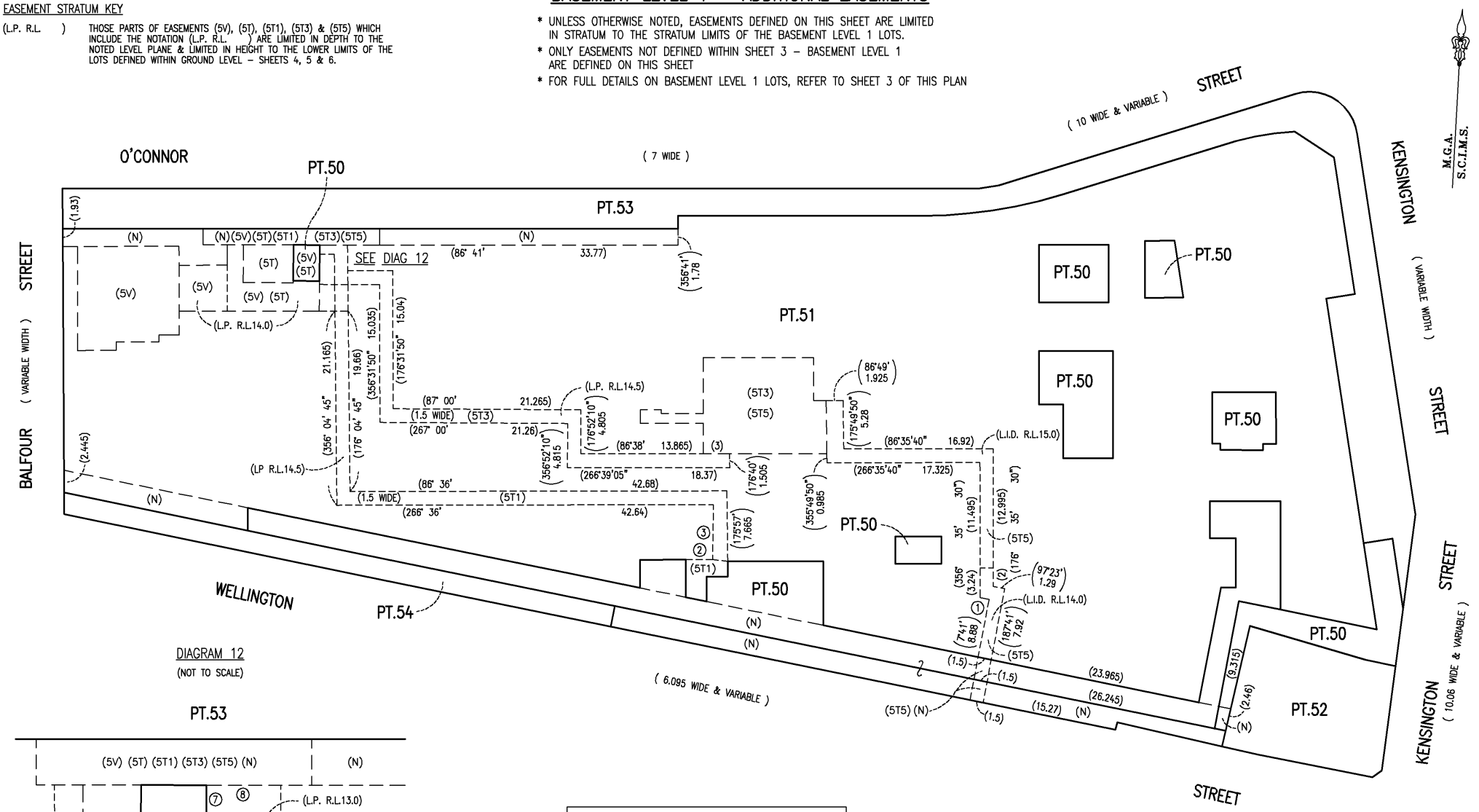
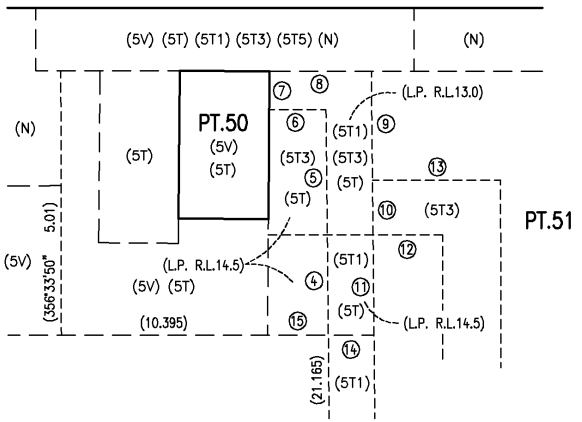


DIAGRAM 12
(NOT TO SCALE)



SCHEDULE OF SHORT EASEMENT LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
①	(277°23'00"	1.025)	⑨	(176°04'45"	2.79)
②	(86°39'00"	3.035)	⑩	(176°04'45"	1.5)
③	(357°33'00"	6)	⑪	(176°04'45"	2.905)
④	(356°04'45"	2.905)	⑫	(266°45'30"	3.585)
⑤	(356°04'45"	3.295)	⑬	(86°45'30"	5.095)
⑥	(266°41'00"	1.67)	⑭	(266°43'00"	1.5)
⑦	(357°09'00"	0.995)	⑮	(266°43'00"	1.785)
⑧	(86°41'00"	3.15)			

EASEMENT

(N) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM)
(5V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(5T) EASEMENT FOR COLLECTION & PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)
(5T1) EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(5T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(5T5) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: TASY MORAITIS Date: 21/06/18 Reference: 141021 SUB-TM	PLAN OF SUBDIVISION OF LOT 5 IN D.P.1142053 AND LOT 1 IN D.P.76719	LGA: SYDNEY Locality: CHIPPENDALE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 22.10.2018	DP1230037

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ePlan

PLAN FORM 6 (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 6 sheet(s)

Office Use Only

Registered: 22.10.2018

Title System: TORRENS

Office Use Only

DP1230037

PLAN OF SUBDIVISION OF
LOT 5 IN D.P. 1142053 AND
LOT 1 IN D.P. 76719

LGA: SYDNEY

Locality: CHIPPENDALE

Parish: ALEXANDRIA

County: CUMBERLAND

Survey Certificate

I, TASY MORAITIS

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 21-6-2018, or

*~~(b) The part of the land shown in the plan (*being/*excluding** .....)~~ was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or

*~~(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X'-'Y'

Type: *Urban/*Rural

The terrain is *Level-Undulating / *~~Steep-Mountainous.~~

Signature: Tasy Moraitis Dated: 2/7/2018

Surveyor Identification No: 1652

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I. MICHAEL SOO

Authorised Person/~~General Manager/*accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: -

Consent/Authority: CITY OF SYDNEY

Date of Endorsement: 6/9/2018

Subdivision Certificate no: 36/2018

File number: S/2018/32

*Strike through if inapplicable

Plans used in the preparation of survey/compilation

DP 1142053
DP 1131320
DP 1181334
DP 76719
DP 1216775
DP 1240444

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 141021 SUB-TM

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 22.10.2018

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DP1230037

PLAN OF SUBDIVISION OF
LOT 5 IN D.P. 1142053 AND
LOT 1 IN D.P. 76719

Subdivision Certificate No: 36/2018

Date of Endorsement: 6/9/2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (WHOLE OF LOT)
4. EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT)
5. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
6. EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (B) (LIMITED IN STRATUM)
7. EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS (C) VARIABLE WIDTH (LIMITED IN STRATUM)
8. POSITIVE COVENANT (GWTP)
9. EASEMENT FOR PUBLIC ACCESS AND RECREATION VARIABLE WIDTH (F) (LIMITED IN STRATUM)
10. EASEMENT FOR EXHAUST PURPOSES VARIABLE WIDTH (H) (LIMITED IN STRATUM)
11. EASEMENT FOR END OF JOURNEY FACILITIES VARIABLE WIDTH (J) (LIMITED IN STRATUM)
12. POSITIVE COVENANT (STREET LIGHTING)
13. EASEMENT TO ACCESS AND USE CAR SHARE PARKING SPACES VARIABLE WIDTH (K) (LIMITED IN STRATUM)
14. POSITIVE COVENANT (CAR SHARE)
15. EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (L) (LIMITED IN STRATUM)
16. EASEMENT FOR GARBAGE PURPOSES VARIABLE WIDTH (M) (LIMITED IN STRATUM)
17. EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (5V) (LIMITED IN STRATUM)
18. EASEMENT FOR COLLECTION AND PASSAGE OF STORM WATER VARIABLE WIDTH (5T) (LIMITED IN STRATUM)
19. EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE (5T1) (LIMITED IN STRATUM)
20. EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE (5T3) VARIABLE WIDTH (LIMITED IN STRATUM)
21. EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (5T5) (LIMITED IN STRATUM)
22. EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (N) (LIMITED IN STRATUM)
23. POSITIVE COVENANT (FOR SUPPORT OF ROAD)
24. RESTRICTION ON THE USE OF LAND
25. POSITIVE COVENANT (OSD SYSTEM)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 141021 SUB–TM

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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)

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Registered: 22.10.2018

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PLAN OF SUBDIVISION OF
LOT 5 IN D.P. 1142053 AND
LOT 1 IN D.P. 76719

Subdivision Certificate No: 36/2018

Date of Endorsement: 6/9/2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
50	- 87	O'CONNOR	STREET	CHIPPENDALE
51	- 85	O'CONNOR	STREET	CHIPPENDALE
52	- 63	KENSINGTON	STREET	CHIPPENDALE
53	FUTURE ROAD WIDENING		-	-
54	FUTURE ROAD WIDENING		-	-

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 141021 SUB–TM

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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 6 sheet(s)

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Registered: 22.10.2018

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DP1230037

PLAN OF SUBDIVISION OF
LOT 5 IN D.P. 1142053 AND
LOT 1 IN D.P. 76719

Subdivision Certificate No: 36/2018

Date of Endorsement: 6/9/2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by FRASERS BROADWAY PTY LTD)
(ACN 122 575 286))
In Accordance with Section 127 of the)
Corporations Act:)

Signature of Director

Signature of ~~Director~~/Secretary

MICHAEL CADDEY

Name of Director (block letters)

MARIA VESIC

Name of ~~Director~~/Secretary (block letters)

Executed by FRASERS CENTRALPARK)
LAND No.2 PTY LTD)
(ACN 151 467 800))
In Accordance with Section 127 of the)
Corporations Act:)

Signature of Director

Signature of ~~Director~~/Secretary

MICHAEL CADDEY

Name of Director (block letters)

MARIA VESIC

Name of ~~Director~~/Secretary (block letters)

Council Authorised Delegate

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 141021 SUB–TM

Req:R809615 /Doc:DP 1230037 P /Rev:22-Oct-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:16 of 17
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheet(s)

Office Use Only

Registered: 22.10.2018

Office Use Only

DP1230037

PLAN OF SUBDIVISION OF
LOT 5 IN D.P. 1142053 AND
LOT 1 IN D.P. 76719

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 36/2018

Date of Endorsement: 6/9/2018

Executed by FLOW SYSTEMS)
OPERATIONS PTY LTD)
(ABN 603 106 305))
In Accordance with Section 127 of the)
Corporations Act:)

Signature of Director

Signature of ~~Director~~/Secretary

TERENCE JAMES LECKIE

Name of Director (block letters)

STEVEN SAMAITZ

Name of ~~Director~~/Secretary (block letters)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 141021 SUB–TM

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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 6 of 6 sheet(s)

Office Use Only

Registered: 22.10.2018

PLAN OF SUBDIVISION OF
LOT 5 IN D.P. 1142053 AND
LOT 1 IN D.P. 76719

Office Use Only

DP1230037

Subdivision Certificate No: 36/2018

Date of Endorsement: 6/9/2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by COUNCIL OF THE CITY)
OF SYDNEY by its Authorised Delegate)
Pursuant to Section 377 of the Local)
Government Act 1993 (NSW)

MICHAEL SON
Name of Delegate(block letters)

Signature of Delegate

SENIOR AREA PLANNING MANAGER
Position of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

STEPHEN FEENEY
Name of Witness (block letters)

Signature of Witness

C/-456 KENT ST SYDNEY
Name of Director/Secretary (block letters)

Council Authorised Delegate

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 141021 SUB-TM

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DP1142053
Req:R809607 /Doc:DP 1142053 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:53 /Seq:1 of 12
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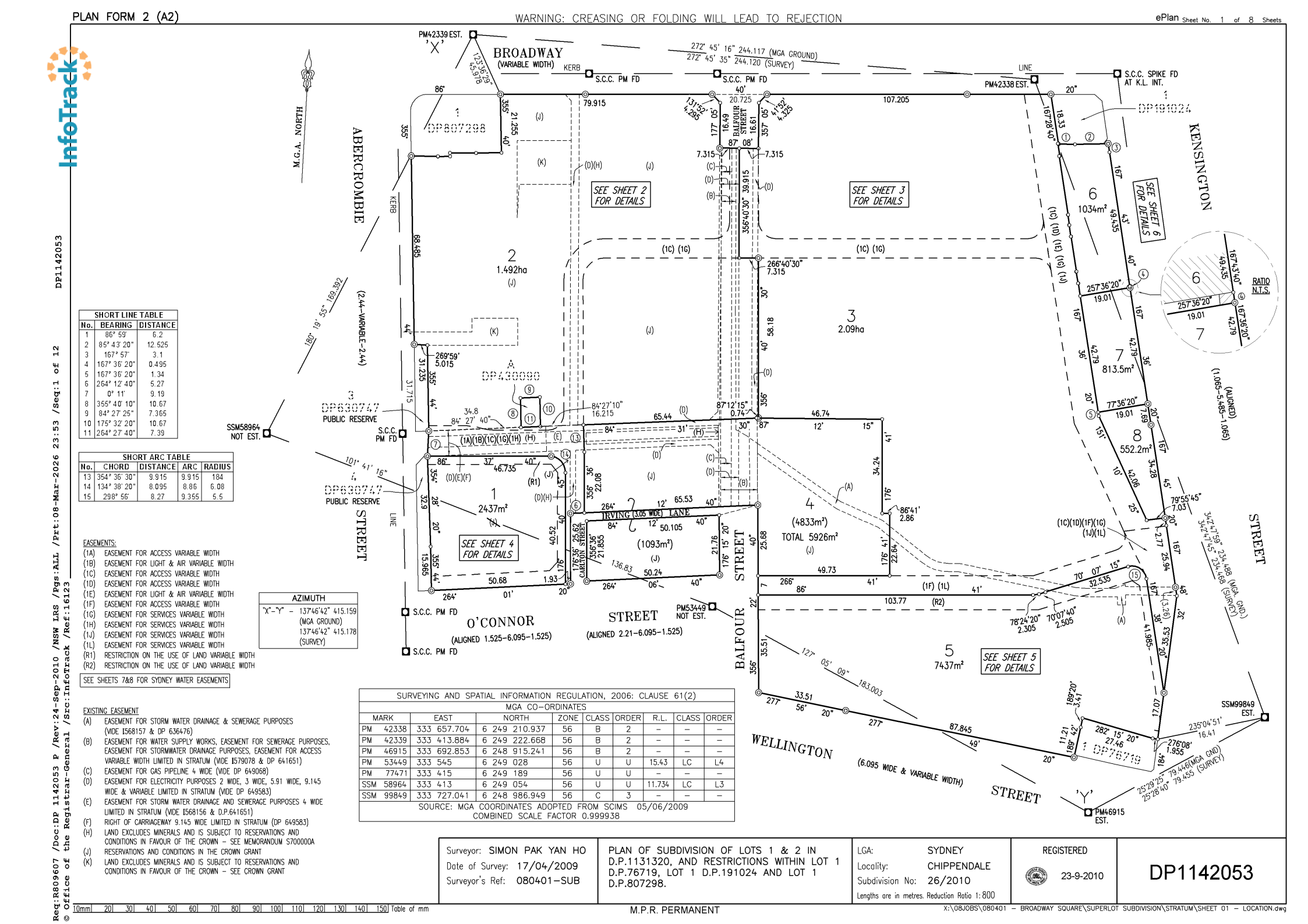


SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	86° 59'	6.2
2	85° 43' 20"	12.525
3	167° 57'	3.1
4	167° 36' 20"	0.495
5	167° 36' 20"	1.34
6	264° 12' 40"	5.27
7	0° 11'	9.19
8	355° 40' 10"	10.67
9	84° 27' 25"	7.365
10	175° 32' 20"	10.67
11	264° 27' 40"	7.39

SHORT ARC TABLE				
No.	CHORD	DISTANCE	ARC	RADIUS
13	354° 36' 30"	9.915	9.915	184
14	134° 38' 20"	8.095	8.86	6.08
15	298° 56'	8.27	9.355	5.5

EASEMENTS:
(1A) EASEMENT FOR ACCESS VARIABLE WIDTH
(1B) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH
(1C) EASEMENT FOR ACCESS VARIABLE WIDTH
(1D) EASEMENT FOR ACCESS VARIABLE WIDTH
(1E) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH
(1F) EASEMENT FOR ACCESS VARIABLE WIDTH
(1G) EASEMENT FOR SERVICES VARIABLE WIDTH
(1H) EASEMENT FOR SERVICES VARIABLE WIDTH
(1J) EASEMENT FOR SERVICES VARIABLE WIDTH
(1L) EASEMENT FOR SERVICES VARIABLE WIDTH
(R1) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH

SEE SHEETS 7&8 FOR SYDNEY WATER EASEMENTS

AZIMUTH	
"X"-"Y"	137°46'42" 415.159 (MGA GROUND)
	137°46'42" 415.178 (SURVEY)

EXISTING EASEMENT
(A) EASEMENT FOR STORM WATER DRAINAGE & SEWERAGE PURPOSES (VIDE I568157 & DP 636476)
(B) EASEMENT FOR WATER SUPPLY WORKS, EASEMENT FOR SEWERAGE PURPOSES, EASEMENT FOR STORMWATER DRAINAGE PURPOSES, EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (VIDE I579078 & DP 641651)
(C) EASEMENT FOR GAS PIPELINE 4 WIDE (VIDE DP 649068)
(D) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE, 5.91 WIDE, 9.145 WIDE & VARIABLE LIMITED IN STRATUM (VIDE DP 649583)
(E) EASEMENT FOR STORM WATER DRAINAGE AND SEWERAGE PURPOSES 4 WIDE LIMITED IN STRATUM (VIDE I568156 & D.P.641651)
(F) RIGHT OF CARRIAGEWAY 9.145 WIDE LIMITED IN STRATUM (DP 649583)
(H) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
(J) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
(K) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT

SURVEYING AND SPATIAL INFORMATION REGULATION, 2006: CLAUSE 61(2) MGA CO-ORDINATES									
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
PM 42338	333 657.704	6 249 210.937	56	B	2	-	-	-
PM 42339	333 413.884	6 249 222.668	56	B	2	-	-	-
PM 46915	333 692.853	6 248 915.241	56	B	2	-	-	-
PM 53449	333 545	6 249 028	56	U	U	15.43	LC	L4
PM 77471	333 415	6 249 189	56	U	U	-	-	-
SSM 58964	333 413	6 249 054	56	U	U	11.734	LC	L3
SSM 99849	333 727.041	6 248 986.949	56	C	3	-	-	-
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 05/06/2009 COMBINED SCALE FACTOR 0.999938								

Surveyor: SIMON PAK YAN HO
Date of Survey: 17/04/2009
Surveyor's Ref: 080401-SUB

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.

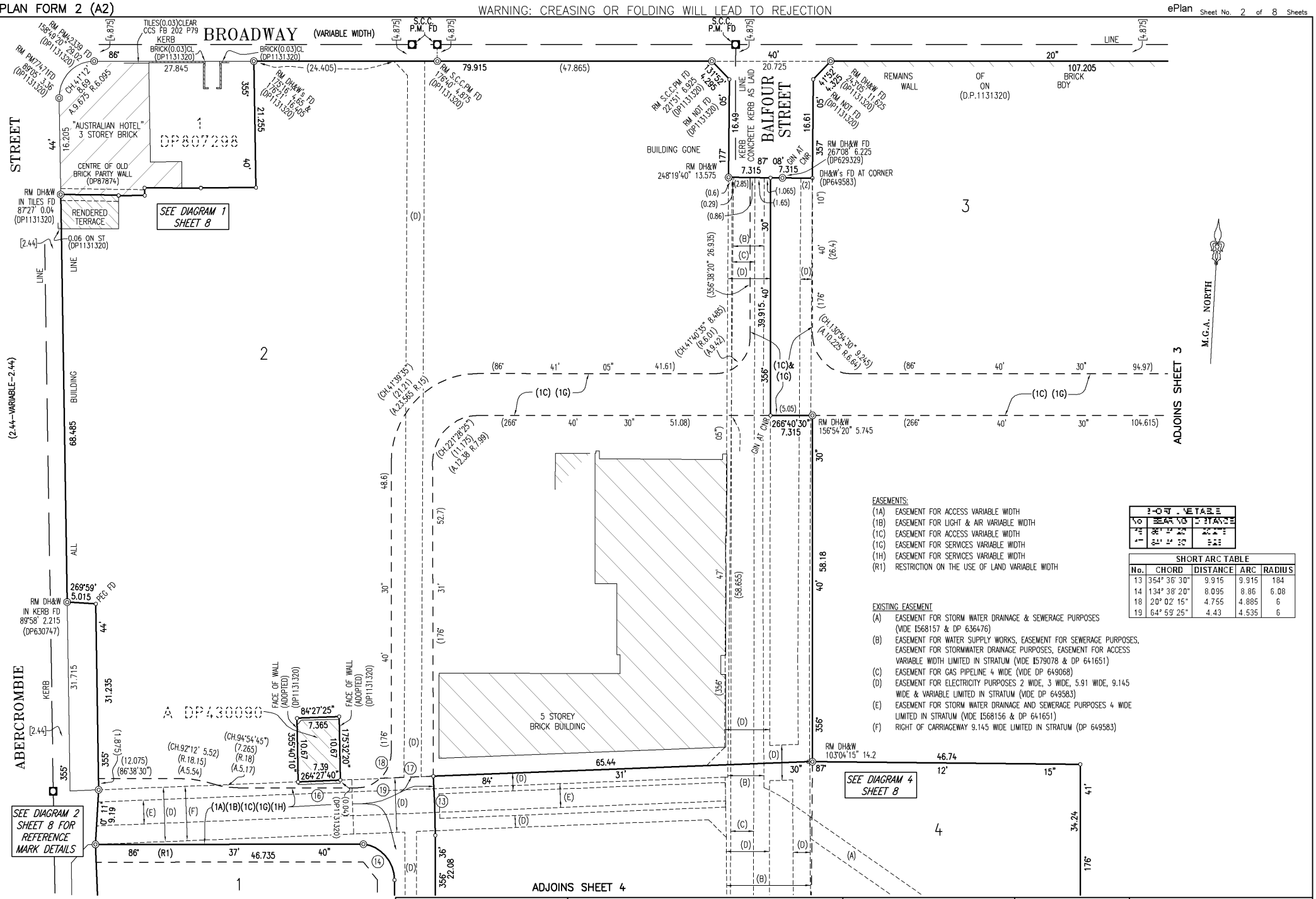
LGA: SYDNEY
Locality: CHIPPENDALE
Subdivision No: 26/2010
Lengths are in metres. Reduction Ratio 1:800

REGISTERED 23-9-2010

DP1142053

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

M.P.R. PERMANENT



EASEMENTS:

(1A) EASEMENT FOR ACCESS VARIABLE WIDTH
(1B) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH
(1C) EASEMENT FOR ACCESS VARIABLE WIDTH
(1G) EASEMENT FOR SERVICES VARIABLE WIDTH
(1H) EASEMENT FOR SERVICES VARIABLE WIDTH
(R1) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH

EXISTING EASEMENT

(A) EASEMENT FOR STORM WATER DRAINAGE & SEWERAGE PURPOSES (VIDE I568157 & DP 636476)
(B) EASEMENT FOR WATER SUPPLY WORKS, EASEMENT FOR SEWERAGE PURPOSES, EASEMENT FOR STORMWATER DRAINAGE PURPOSES, EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (VIDE I579078 & DP 641651)
(C) EASEMENT FOR GAS PIPELINE 4 WIDE (VIDE DP 649068)
(D) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE, 5.91 WIDE, 9.145 WIDE & VARIABLE LIMITED IN STRATUM (VIDE DP 649583)
(E) EASEMENT FOR STORM WATER DRAINAGE AND SEWERAGE PURPOSES 4 WIDE LIMITED IN STRATUM (VIDE I568156 & DP 641651)
(F) RIGHT OF CARRIAGEWAY 9.145 WIDE LIMITED IN STRATUM (DP 649583)

SHORT ARC TABLE				
No.	CHORD	DISTANCE	ARC	RADIUS
13	354° 36' 30"	9.915	9.915	184
14	134° 38' 20"	8.095	8.86	6.08
18	20° 02' 15"	4.755	4.885	6
19	64° 59' 25"	4.43	4.535	6

Surveyor: SIMON PAK YAN HO	PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.	LGA: SYDNEY	REGISTERED	DP1142053
Date of Survey: 17/04/2009		Locality: CHIPPENDALE	23-9-2010	
Surveyor's Ref: 080401-SUB		Subdivision No: 26/2010		
		Lengths are in metres. Reduction Ratio 1:400		

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

X:\08JOBS\080401 - BROADWAY SQUARE\SUPERLOT SUBDIVISION\STRATUM\SHEET 02-08 DETAIL.dwg

Req:R809607 /Doc:DP 1142053 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:53 /Seq:2 of 12 /Src:InfoTrack /Ref:16123
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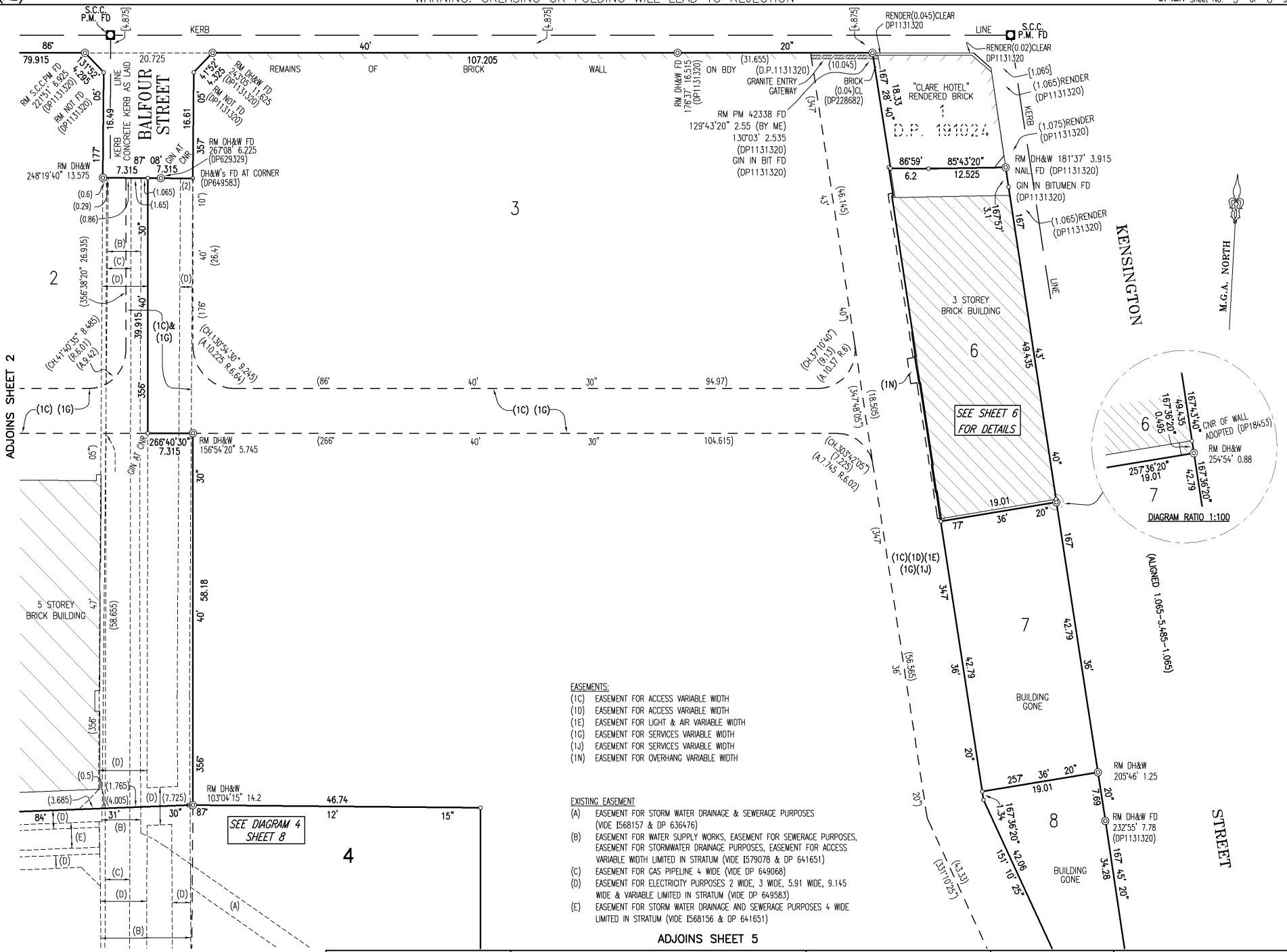
DP1142053



Surveyor: SIMON PAK YAN HO Date of Survey: 17/04/2009 Surveyor's Ref: 080401-SUB	PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 26/2010 Lengths are in metres. Reduction Ratio 1:400	REGISTERED 23-9-2010	DP1142053

Req:R809607 /Doc:DP 1142053 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:53 /Seq:3 of 12 /Src:InfoTrack /Ref:16123
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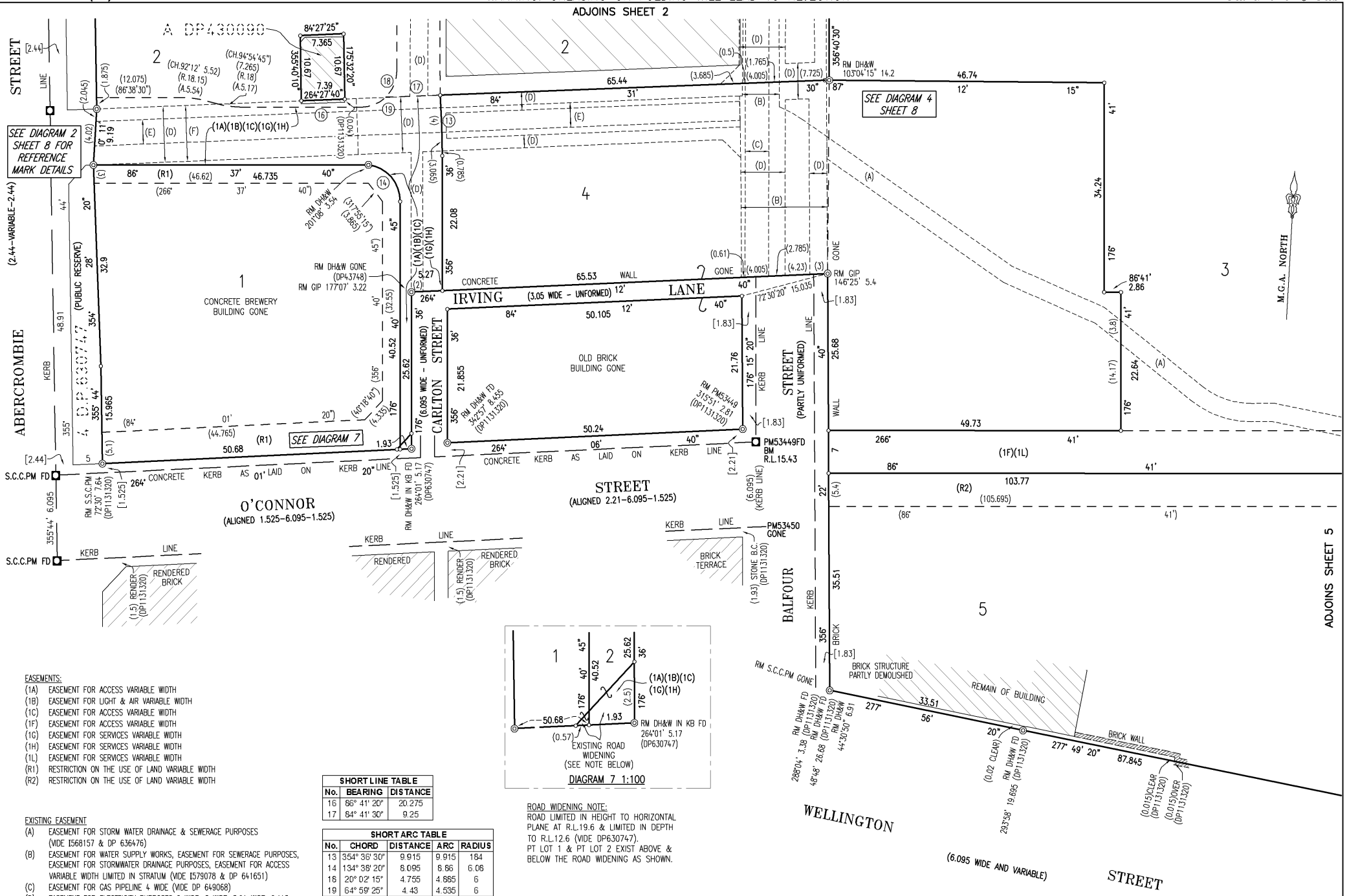
© Office of the Registrar-General /Src:InfoTrack /Ref:16123



EASEMENTS:

(1A) EASEMENT FOR ACCESS VARIABLE WIDTH
(1B) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH
(1C) EASEMENT FOR ACCESS VARIABLE WIDTH
(1F) EASEMENT FOR ACCESS VARIABLE WIDTH
(1G) EASEMENT FOR SERVICES VARIABLE WIDTH
(1H) EASEMENT FOR SERVICES VARIABLE WIDTH
(1L) EASEMENT FOR SERVICES VARIABLE WIDTH
(R1) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
(R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH

EXISTING EASEMENT

(A) EASEMENT FOR STORM WATER DRAINAGE & SEWERAGE PURPOSES (VIDE I568157 & DP 636476)
(B) EASEMENT FOR WATER SUPPLY WORKS, EASEMENT FOR SEWERAGE PURPOSES, EASEMENT FOR STORMWATER DRAINAGE PURPOSES, EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (VIDE I579078 & DP 641651)
(C) EASEMENT FOR GAS PIPELINE 4 WIDE (VIDE DP 649068)
(D) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE, 5.91 WIDE, 9.145 WIDE & VARIABLE LIMITED IN STRATUM (VIDE DP 649583)
(E) EASEMENT FOR STORM WATER DRAINAGE AND SEWERAGE PURPOSES 4 WIDE LIMITED IN STRATUM (VIDE I568156 & DP 641651)
(F) RIGHT OF CARRIAGEWAY 9.145 WIDE LIMITED IN STRATUM (DP 649583)

SHORT LINE TABLE		
No.	BEARING	DISTANCE
16	86° 41' 20"	20.275
17	84° 41' 30"	9.25

SHORT ARC TABLE				
No.	CHORD	DISTANCE	ARC	RADIUS
13	354° 36' 30"	9.915	9.915	164
14	134° 38' 20"	8.095	8.86	6.06
18	20° 02' 15"	4.755	4.885	6
19	64° 59' 25"	4.43	4.535	6

ROAD WIDENING NOTE:
ROAD LIMITED IN HEIGHT TO HORIZONTAL PLANE AT R.L.19.6 & LIMITED IN DEPTH TO R.L.12.6 (VIDE DP630747).
PT LOT 1 & PT LOT 2 EXIST ABOVE & BELOW THE ROAD WIDENING AS SHOWN.

Surveyor: SIMON PAK YAN HO Date of Survey: 17/04/2009 Surveyor's Ref: 080401-SUB	PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 26/2010 Lengths are in metres. Reduction Ratio 1:400	REGISTERED 23-9-2010	DP1142053

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

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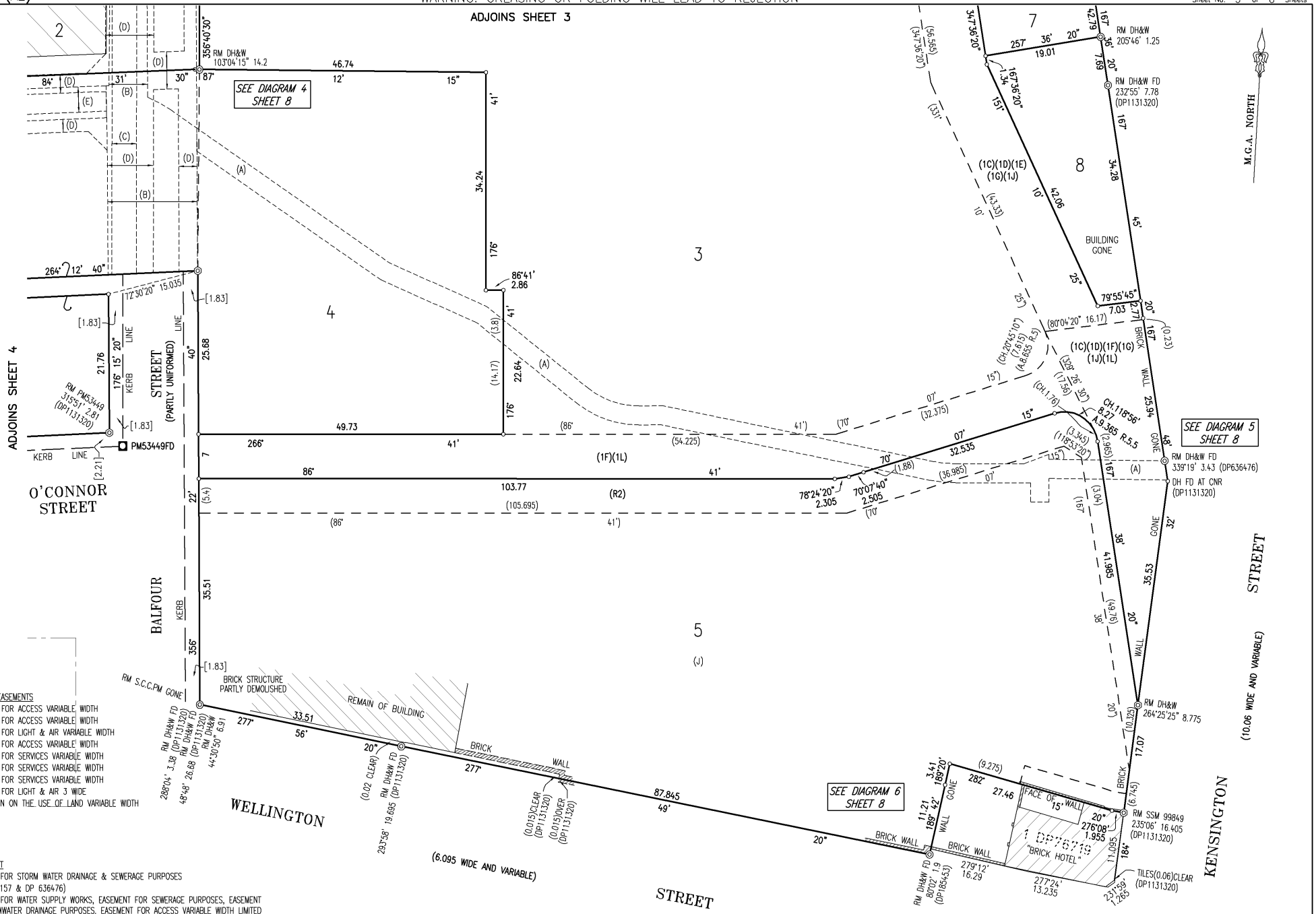

NEWLY CREATED EASEMENTS

- (1C) EASEMENT FOR ACCESS VARIABLE WIDTH
- (1D) EASEMENT FOR ACCESS VARIABLE WIDTH
- (1E) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH
- (1F) EASEMENT FOR ACCESS VARIABLE WIDTH
- (1G) EASEMENT FOR SERVICES VARIABLE WIDTH
- (1J) EASEMENT FOR SERVICES VARIABLE WIDTH
- (1L) EASEMENT FOR SERVICES VARIABLE WIDTH
- (1M) EASEMENT FOR LIGHT & AIR 3 WIDE
- (R2) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH

EXISTING EASEMENT

- (A) EASEMENT FOR STORM WATER DRAINAGE & SEWERAGE PURPOSES (VIDE I568157 & DP 636476)
- (B) EASEMENT FOR WATER SUPPLY WORKS, EASEMENT FOR SEWERAGE PURPOSES, EASEMENT FOR STORMWATER DRAINAGE PURPOSES, EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (VIDE I579078 & DP 641651)
- (C) EASEMENT FOR GAS PIPELINE 4 WIDE (VIDE DP 649068)
- (D) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE, 5.91 WIDE, 9.145 WIDE & VARIABLE LIMITED IN STRATUM (VIDE DP 649583)
- (E) EASEMENT FOR STORM WATER DRAINAGE AND SEWERAGE PURPOSES 4 WIDE LIMITED IN STRATUM (VIDE I568156 & DP 641651)

Surveyor: SIMON PAK YAN HO Date of Survey: 17/04/2009 Surveyor's Ref: 080401–SUB	PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 26/2010 Lengths are in metres. Reduction Ratio 1:400	REGISTERED 23-9-2010	DP1142053

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

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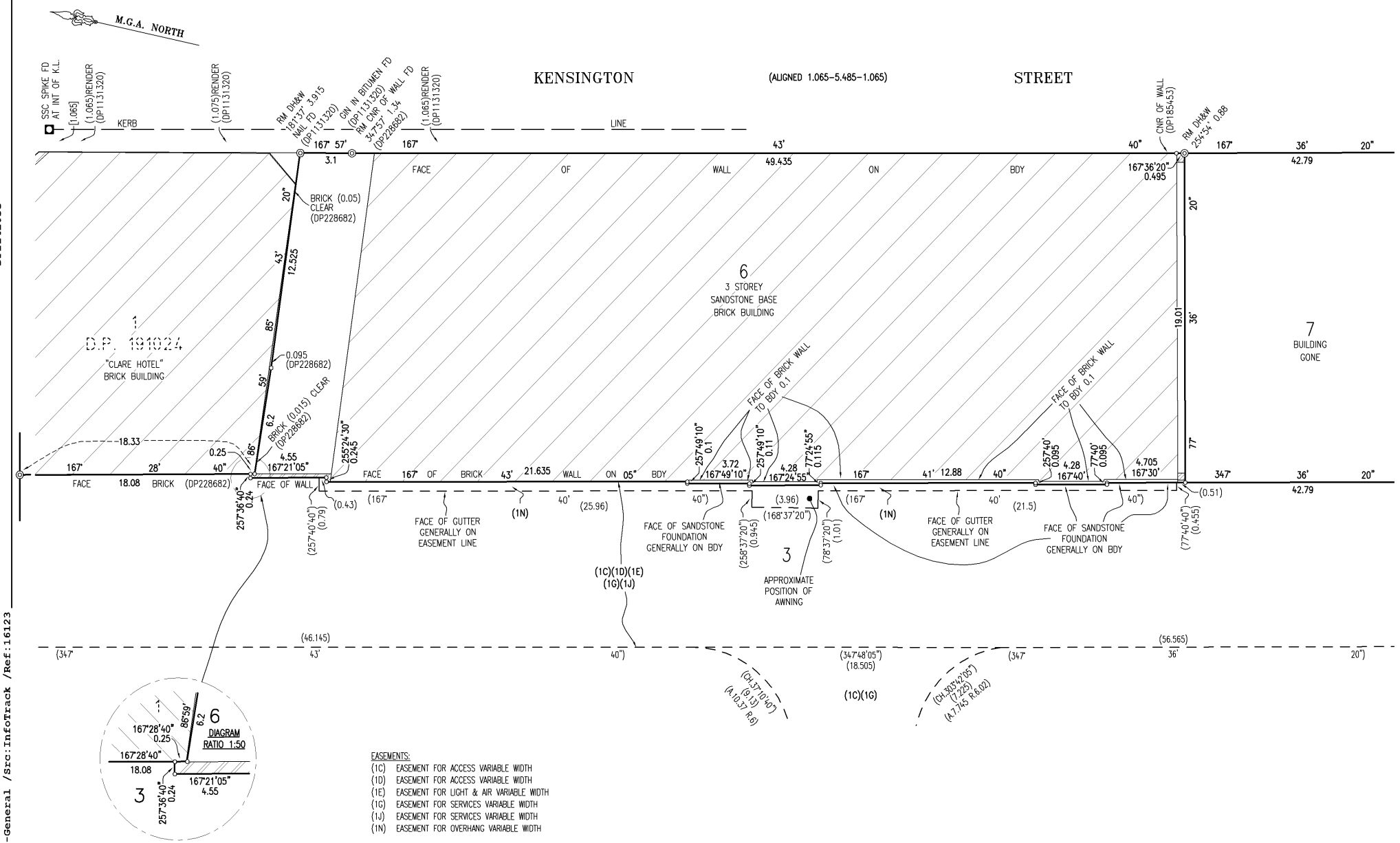

EASEMENTS:
(1C) EASEMENT FOR ACCESS VARIABLE WIDTH
(1D) EASEMENT FOR ACCESS VARIABLE WIDTH
(1E) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH
(1G) EASEMENT FOR SERVICES VARIABLE WIDTH
(1J) EASEMENT FOR SERVICES VARIABLE WIDTH
(1N) EASEMENT FOR OVERHANG VARIABLE WIDTH

Surveyor: SIMON PAK YAN HO Date of Survey: 17/04/2009 Surveyor's Ref: 080401–SUB	PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 26/2010 Lengths are in metres. Reduction Ratio 1: 150	REGISTERED 23-9-2010	DP1142053

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

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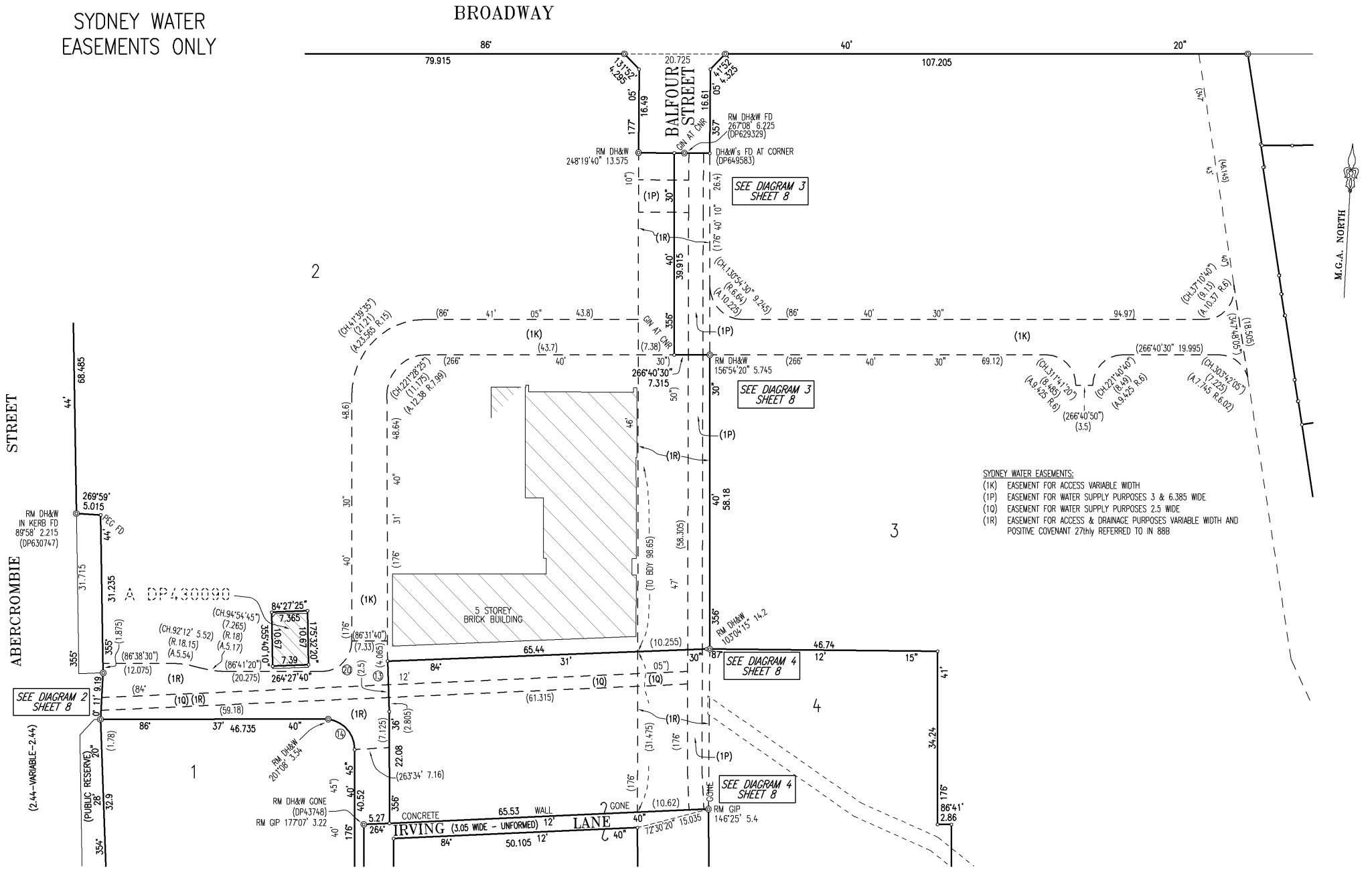
SYDNEY WATER
EASEMENTS ONLY



SHORT ARC TABLE				
No.	CHORD	DISTANCE	ARC	RADIUS
13	354° 36' 30"	9.915	9.915	184
14	134° 38' 20"	8.095	8.86	6.08
20	221° 40' 55"	8.485	9.425	6

Surveyor: SIMON PAK YAN HO Date of Survey: 17/04/2009 Surveyor's Ref: 080401–SUB	PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 26/2010 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 23-9-2010

DP1142053

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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 8 of 8 Sheets

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

DIAGRAM 3 RATIO 1:200

DIAGRAM 4 RATIO 1:200

DIAGRAM 5 RATIO 1:200

DIAGRAM 6 RATIO 1:200

DIAGRAM 1 RATIO 1:200

DIAGRAM 2 RATIO 1:200

BALFOUR STREET

KENSINGTON STREET

WELLINGTON STREET

ABERCROMBIE STREET

ABERCROMBIE STREET

M.G.A. NORTH

EASEMENTS:
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH
(1P) EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE
(1Q) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
(1R) EASEMENT FOR ACCESS & DRAINAGE VARIABLE WIDTH AND POSITIVE COVENANT 27Hdy REFERRED TO IN 88B
(A) EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (WDE 1568157 & DP 636476)

Surveyor: SIMON PAK YAN HO
Date of Survey: 17/04/2009
Surveyor's Ref: 080401-SUB

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.

LGA: SYDNEY
Locality: CHIPPENDALE
Subdivision No: 26/2010

Lengths are in metres. Reduction Ratio 1:200

REGISTERED 23-9-2010

DP1142053

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PLAN FORM 6 WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS VARIABLE WIDTH (1A)
2. EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (1B)
3. EASEMENT FOR ACCESS VARIABLE WIDTH (1C)
4. EASEMENT FOR ACCESS VARIABLE WIDTH (1D)
5. EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (1E)
6. EASEMENT FOR ACCESS VARIABLE WIDTH (1F)
7. EASEMENT FOR SERVICES VARIABLE WIDTH (1G)
8. EASEMENT FOR SERVICES VARIABLE WIDTH (1H)
9. EASEMENT FOR SERVICES VARIABLE WIDTH (1J)
10. EASEMENT FOR ACCESS VARIABLE WIDTH (1K)
11. EASEMENT FOR SERVICES VARIABLE WIDTH (1L)
12. EASEMENT FOR LIGHT & AIR 3 WIDE (1M)
13. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (R1)
14. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (R2)
15. EASEMENT FOR OVERHANG VARIABLE WIDTH (1N)

(CONTINUED ON SHEET 2)

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..subdivision..... set out herein
(insert 'subdivision' or 'new road')

Sharon
.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: City of Sydney
Date of Endorsement: 17 August 2010
~~Accreditation no~~: .....
Subdivision Certificate no: 26/2010
File no: S/2009/35

* Delete whichever is inapplicable.

* OFFICE USE ONLY

DP1142053

Registered: 23-9-2010
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.

LGA: SYDNEY
Locality: CHIPPENDALE
Parish: ALEXANDRIA
County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, SIMON PAK YAN HO
of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS, 2010
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 17.4.2009

The survey relates to LOTS 1-8 AND EASEMENTS
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature ..... *Dated:* 16.2.2010
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "X" - "Y"
Type: Urban/~~Rural~~

Plans used in the preparation of survey/~~compilation~~

D.P. 87874	D.P. 636476	D.P. 641651
D.P. 185453	D.P. 1131320	D.P. 629329
D.P. 228682	D.P. 694583	
D.P. 630747	D.P. 649583	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: *080401-SUB*

Req:R809607 /Doc:DP 1142053 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:53 /Seq:10 of 12
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PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.

* DP1142053

* Registered: 23-9-2010

* OFFICE USE ONLY

Subdivision Certificate No: 26/2010 Date of Endorsment: 17 August 2010

(CONTINUED FROM SHEET 1)

16. POSITIVE COVENANT
17. RESTRICTION ON THE USE OF LAND
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. RESTRICTION ON THE USE OF LAND
21. RESTRICTION ON THE USE OF LAND
22. POSITIVE COVENANT
23. POSITIVE COVENANT
24. EASEMENT FOR WATER SUPPLY PURPOSES ~~3 WIDE & 6.835~~ 3 & 6.385 WIDE (1P)
25. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (1Q)
26. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (1R)
27. POSITIVE COVENANT (1R)

THE DEFINITION OF THE ALIGNMENT ABERCROMBIE ST, BROADWAY, BALFOUR ST CARLTON ST, IRVING L, KENSINGTON ST, OF O'CONNOR ST & WELLINGTON ST TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY.

.....

JULY 30. 2010

SURVEYORS REFERENCE: *080401-SUB*

Req:R809607 /Doc:DP 1142053 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:53 /Seq:11 of 12
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PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.

* DP1142053 *

Registered: 23-9-2010

* OFFICE USE ONLY

Subdivision Certificate No: 26/2010 Date of Endorsment: 17 AUGUST 2010

EXECUTED by **FRASERS BROADWAY PTY LTD (ACN122 575 286)** in accordance with section 127 of the Corporations Act:

Signature of Director

Signature of Director/~~Seeretary~~

DR S.H. QUEK

Name of Director (block letters)

PAUL BARBER

Name of Director/~~Seeretary~~ (block letters)

DR SWEE HAN QUEK

SIGNED SEALED AND DELIVERED by Choa Fung Fung as attorney for **STANDARD CHARTERED BANK ~~LIMITED~~ (ARBN 097 571 778)** under registered power of attorney Book 4582 No. 970 dated ..... in the presence of:

Signature of witness

Tan Pei San

Name of witness (block letters)

1 TAMPINES CENTRAL 5, CPF TAMPINES BUILDING #03-01 SINGAPORE 529508

Address of witness (block letters)

Choa Fung Fung

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

SURVEYORS REFERENCE: *080401-SUB*

Req:R809607 /Doc:DP 1142053 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:53 /Seq:12 of 12
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PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1131320, AND RESTRICTIONS WITHIN LOT 1 D.P.76719, LOT 1 D.P.191024 AND LOT 1 D.P.807298.

* DP1142053

* Registered: 23-9-2010

* OFFICE USE ONLY

Subdivision Certificate No: 26/2010 Date of Endorsment: 17 August 2010

SYDNEY WATER ATTESTATION

Signed for **Sydney Water Corporation**
by its Attorneys

ROBERT EDWARD SEYMOUR ..... Attorney

PETER VINCENT BYRNE ..... Attorney

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 606 Book 4541 under the Authority of which this instrument has been executed

..... Signature of Witness

DAVID ABEL
Name of Witness (block letters)

1 SMITH ST, PARRAMATTA
Address of Witness (please print)

SURVEYORS REFERENCE: *080401-SUB*

SURROUNDS SURVEY AND LOTS 313 & 314

SHEETS 1 & 2 OF THIS PLAN DETAIL THE SURROUNDS SURVEY AND THE FULL EXTENT OF **LOTS 313 & 314**, BEING ROAD DEDICATION LOTS WHICH ARE UNLIMITED IN STRATUM.

SEE FOLLOWING SHEETS 3–55 FOR THE DETAILS OF STRATUM **LOTS 301 TO 312 & 315**

LOT 304 IS RESERVED FOR FUTURE ROAD DEDICATION PURPOSES

M.G.A. NORTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (1568157)
(AF) – EASEMENT FOR NOISE,VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG301398)
(1C) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1D) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1F) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1J) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP1142053)

EASEMENTS

(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH
(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
(T3) – EASEMENT FOR RECYLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH

"CTP"– DENOTES THAT PART OF LOT 2 IN DP 1142053 RECEIVING THE BENEFIT OF EASEMENT (V)–EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH. THE "CTP" IS LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 17.0 AND IS UNLIMITED IN DEPTH.

SCHEDULE OF GLOBAL EASEMENTS

(A) – EASEMENT FOR SUPPORT & SHELTER
(B) – EASEMENT FOR SERVICES
(K) – EASEMENT TO ACCESS AND USE FACILITIES

EASEMENTS (A),(B)&(K) AFFECT THE WHOLE OF LOTS 301, 302, 303 & LOTS 305 TO 312

(C) – EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT
EASEMENT (C) AFFECTS THE WHOLE OF LOTS 301, 302, 303, 305, 306, 308, 310, 311 & 312

NOTE – THE ABOVE INFORMATION IS NOT REPEATED ON THE SUBSEQUENT SHEETS

SCHEDULE OF STRATUM LOTS & AREAS

LOT No.	DESCIPTION	FOOTPRINT AREA	No. OF PARTS
301	ONE CENTRAL PARK EAST RESIDENTIAL STRATUM LOT	8539m²	24
302	SKY AT ONE CENTRAL PARK RESIDENTIAL STRATUM LOT	5424m²	23
303	ONE CENTRAL PARK WEST RESIDENTIAL STRATUM LOT	5521m²	16
304	FUTURE ROAD DEDICATION STRATUM LOT	4012m²	19
305	CENTRAL RETAIL STRATUM LOT	1.309ha	31
306	CAR PARKING STRATUM LOT	3705m²	2
307	RECYCLED WATER PLANT STRATUM LOT	646.5m²	6
308	1,3 & 5 PARK LANE RESIDENTIAL STRATUM LOT	4570m²	36
309	PARK LANE RETAIL STRATUM LOT	490.1m²	3
310	8 PARK LANE RESIDENTIAL STRATUM LOT	6131m²	25
311	MARK ONE STRATUM RESIDENTIAL STRATUM LOT	6404m²	29
312	MARK TWO STRATUM RESIDENTIAL STRATUM LOT	7792m²	21
315	CHIPPENDALE WAY EXTENSION DEDICATION STRATUM LOT	503.6m²	17

SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 61(2)
MGA CO-ORDINATES

MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
PM 42338	333 657.704	6 249 210.937	56	B	2	16.71	LB	L2
PM 42339	333 413.884	6 249 222.668	56	B	2	9.407	LB	L2
PM 46915	333 692.853	6 248 915.241	56	B	2	20.774	LB	L2
PM 53449	333 545	6 249 028	56	U	U	15.43	LC	L4
SSM 99849	333 727.041	6 248 986.949	56	C	3	–	–	–

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 05/1/2013
COMBINED SCALE FACTOR 0.999938

SCHEDULE OF SHORT BOUNDARIES & EASEMENTS

No.	BEARING	DISTANCE	ARC	RADIUS
1	63° 29' 20"	4.795		
2	16° 19' 40"	4.82	A5.015	R5.13
3	349° 12'	3.25		
4	339° 59'	4.145		
5	337°12'	3.235		
6	266° 41'	6.705		
7	131° 34'	2.78		
8	221° 34' 20"	24.27		
9	175° 45'	17.07		
10	175° 45'	7		
11	175° 45'	7.83		
12	86° 41'	4.335		
13	355° 45'	7.83		
14	355° 45'	7		
15	355° 45'	14.905		
16	41° 23' 20"	23.355		
17	86° 41'	1.065		

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY
Date of Survey:	18/01/2013		Locality: CHIPPENDALE
Surveyor's Ref:	080401 SL3–SUB		Subdivision No: 19–2013
			Lengths are in metres. Reduction Ratio 1: 800

REGISTERED 21.5.2013

DP1181334 (E)

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

InfoTrack
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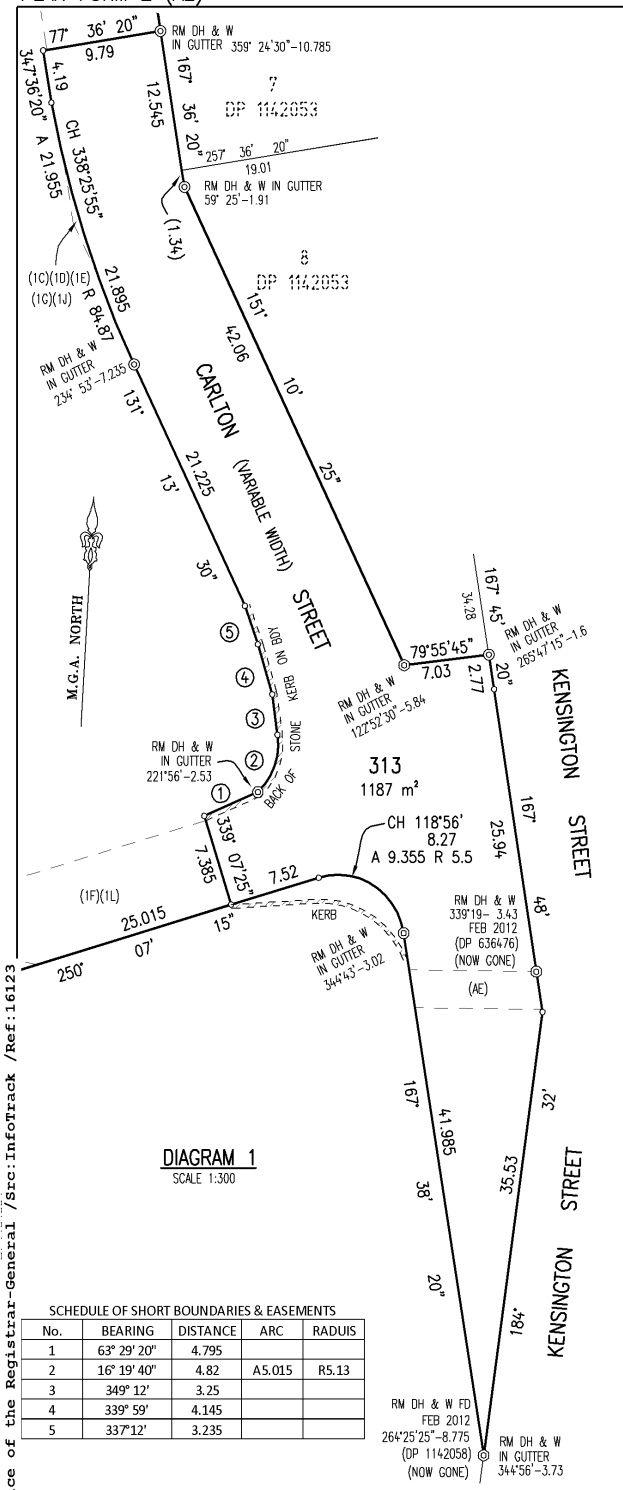


DIAGRAM 1
SCALE 1:300

SCHEDULE OF SHORT BOUNDARIES & EASEMENTS

No.	BEARING	DISTANCE	ARC	RADUIS
1	63° 29' 20"	4.795		
2	16° 19' 40"	4.82	A5.015	R5.13
3	349° 12'	3.25		
4	339° 59'	4.145		
5	337°12'	3.235		

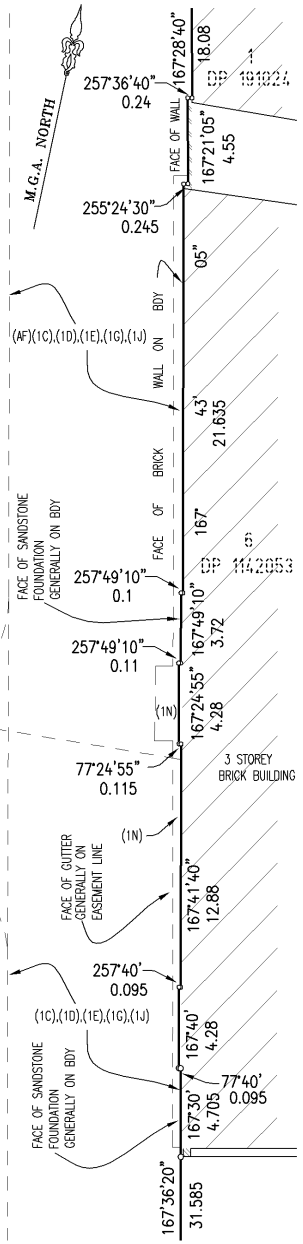


DIAGRAM 2
SCALE 1:200

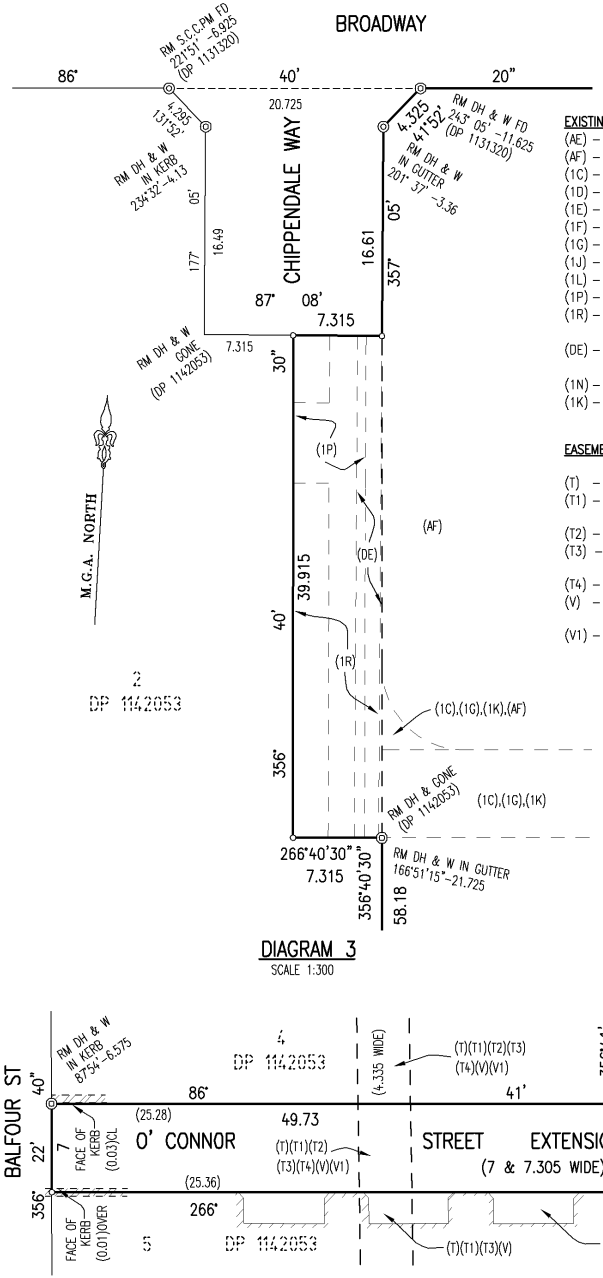
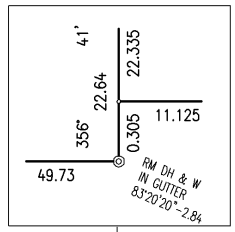


DIAGRAM 3
SCALE 1:300



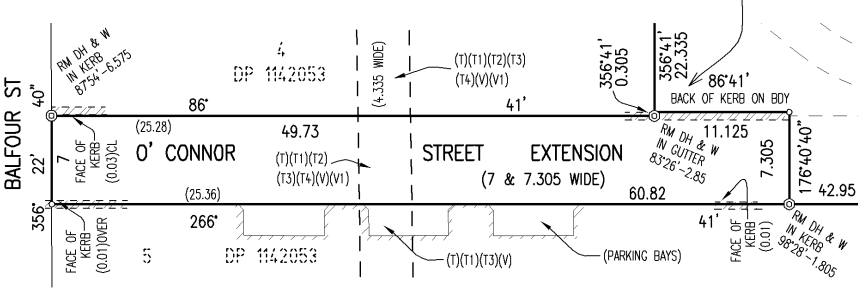


DIAGRAM 4
SCALE 1:300

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (1568157)
(AF) – EASEMENT FOR NOISE,VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG301398)
(1C) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1D) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1F) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1J) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS & DRAINAGE PURPOSES VARIABLE WIDTH AND POSITIVE COVENANT (DP 1142053)
(DE) – EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE, 5.91 WIDE AND VARIABLE LIMITED IN STRATUM (DP 649583)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (D.P.1142053)
(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)

EASEMENTS

(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH
(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
(T3) – EASEMENT FOR RECYLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH

Surveyor:	TASY MORAITIS
Date of Survey:	18/01/2013
Surveyor's Ref:	080401 SL3-SUB

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

LGA:	SYDNEY
Locality:	CHIPPENDALE
Subdivision No:	19–2013

Lengths are in metres. Reduction Ratio 1:AS SHOWN

REGISTERED 21.5.2013

DP1181334

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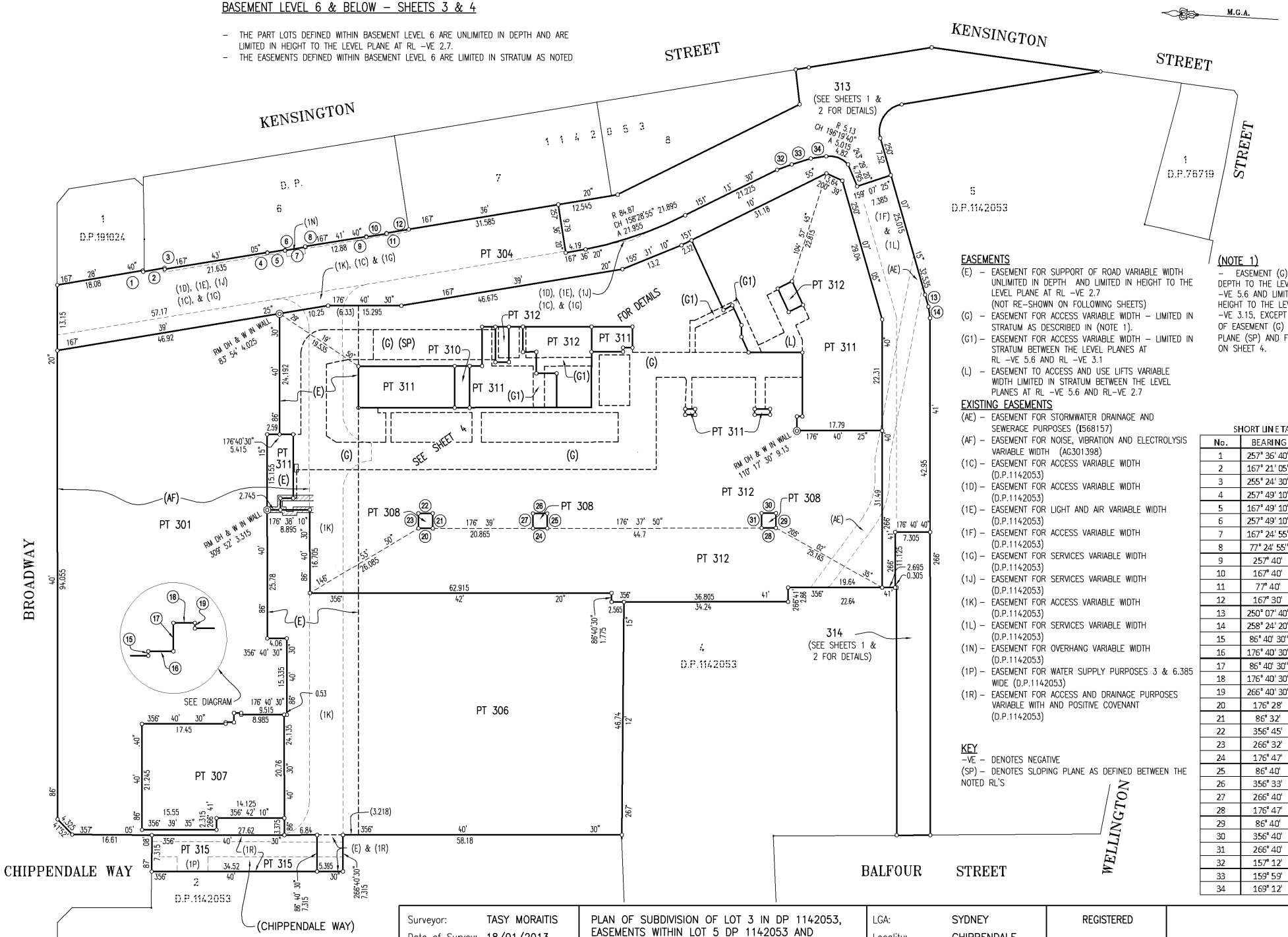
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

BASEMENT LEVEL 6 & BELOW – SHEETS 3 & 4

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 6 ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL –VE 2.7.
- THE EASEMENTS DEFINED WITHIN BASEMENT LEVEL 6 ARE LIMITED IN STRATUM AS NOTED



EASEMENTS

- (E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL –VE 2.7 (NOT RE–SHOWN ON FOLLOWING SHEETS)
- (G) – EASEMENT FOR ACCESS VARIABLE WIDTH – LIMITED IN STRATUM AS DESCRIBED IN (NOTE 1).
- (G1) – EASEMENT FOR ACCESS VARIABLE WIDTH – LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL –VE 5.6 AND RL –VE 3.1
- (L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL –VE 5.6 AND RL–VE 2.7

EXISTING EASEMENTS

- (AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
- (AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG301398)
- (1C) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
- (1D) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
- (1E) – EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (D.P.1142053)
- (1F) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
- (1G) – EASEMENT FOR SERVICES VARIABLE WIDTH (D.P.1142053)
- (1J) – EASEMENT FOR SERVICES VARIABLE WIDTH (D.P.1142053)
- (1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
- (1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (D.P.1142053)
- (1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (D.P.1142053)
- (1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (D.P.1142053)
- (1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WITH AND POSITIVE COVENANT (D.P.1142053)

KEY

–VE – DENOTES NEGATIVE
(SP) – DENOTES SLOPING PLANE AS DEFINED BETWEEN THE NOTED RL'S

(NOTE 1)

– EASEMENT (G) IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL –VE 5.6 AND LIMITED IN HEIGHT TO HEIGHT TO THE LEVEL PLANE AT RL –VE 3.15, EXCEPT FOR THE PART OF EASEMENT (G) BEING A SLOPING PLANE (SP) AND FULLY DESCRIBED ON SHEET 4.

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	86° 40' 30"	0.3
16	176° 40' 30"	1.75
17	86° 40' 30"	1.895
18	176° 40' 30"	1.49
19	266° 40' 30"	0.37
20	176° 28'	3.005
21	86° 32'	3.025
22	356° 45'	3.005
23	266° 32'	3.04
24	176° 47'	3.005
25	86° 40'	2.995
26	356° 33'	3.005
27	266° 40'	2.98
28	176° 47'	3.005
29	86° 40'	2.99
30	356° 40'	3.005
31	266° 40'	2.985
32	157° 12'	3.235
33	159° 59'	4.145
34	169° 12'	3.25

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334
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10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 03 B6.dwg

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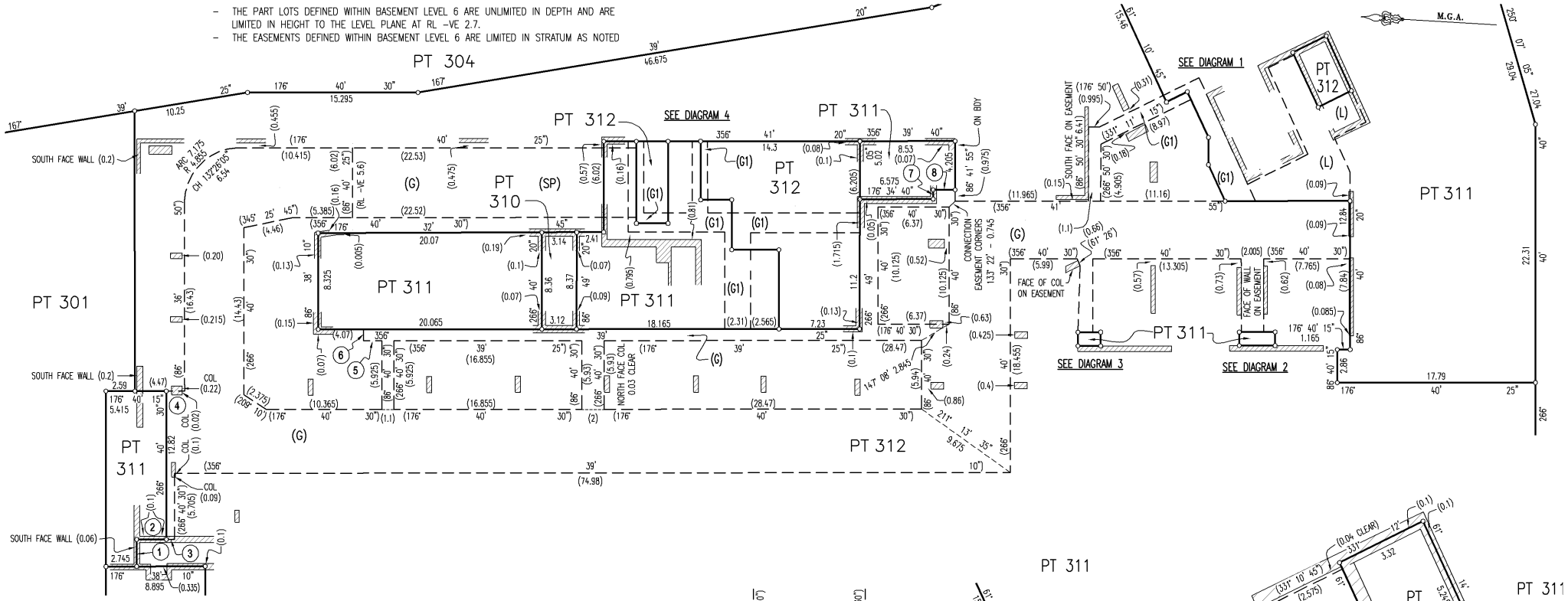
BASEMENT LEVEL 6 & BELOW – SHEETS 3 & 4

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 6 ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL –VE 2.7.
- THE EASEMENTS DEFINED WITHIN BASEMENT LEVEL 6 ARE LIMITED IN STRATUM AS NOTED



(NOTE 1)
EASEMENT (G) IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL –VE 5.6 AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL –VE 3.15, EXCEPT FOR THAT PART NOTED AS A SLOPING PLANE (SP). THE PART OF EASEMENT (G) NOTED AS (SP) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL –VE 2.7

KEY
(SP) – DENOTES SLOPING PLANE BETWEEN THE NOTED RL'S

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	86° 40' 15"	2.34
2	176° 40' 15"	2.67
3	356° 40' 15"	0.745
4	176° 36' 50"	1.645
5	356° 39'	1.635
6	86° 40'	1
7	86° 40'	0.805
8	176° 40'	1.965

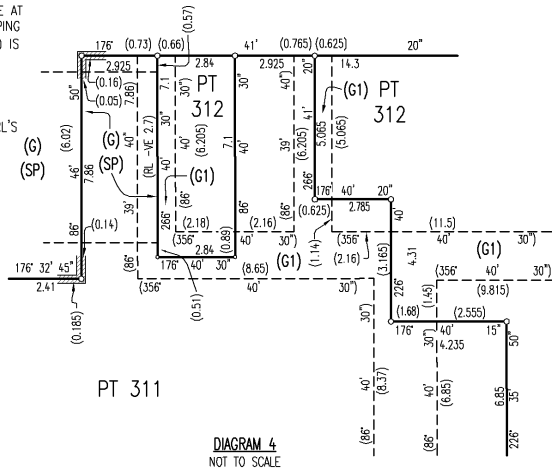


DIAGRAM 4
NOT TO SCALE

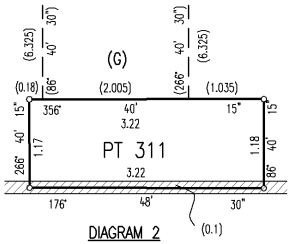


DIAGRAM 2
SCALE 1:50

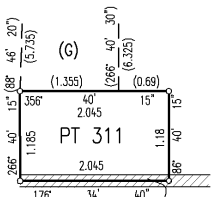


DIAGRAM 3
SCALE 1:50

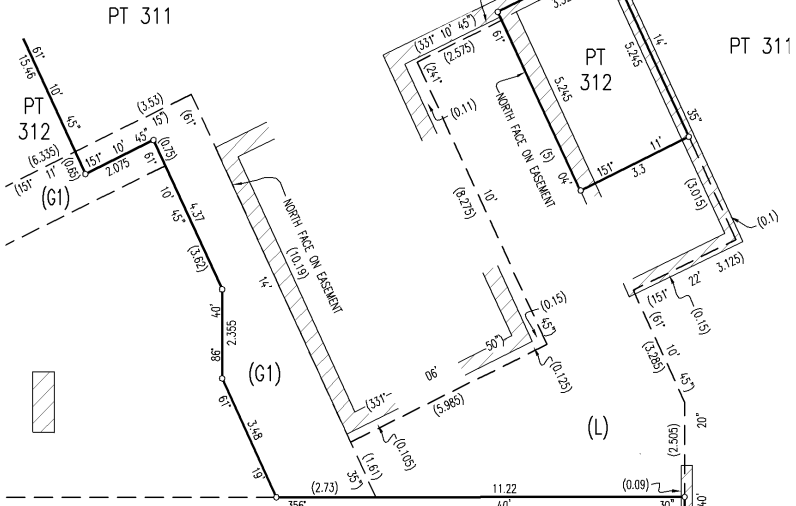


DIAGRAM 1
SCALE 1:100

EASEMENTS
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH – LIMITED IN STRATUM AS DESCRIBED IN (NOTE 1).
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH – LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL –VE 5.6 AND RL –VE 3.1
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL –VE 5.6 AND RL–VE 2.7

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 21.5.2013	DP1181334

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BASEMENT LEVEL 5 – SHEETS 5 TO 7

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 5 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL –VE 2.7 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 0.21.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 5 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 5.
- SEE SHEET 8 FOR EXISTING EASEMENT DETAILS.

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.

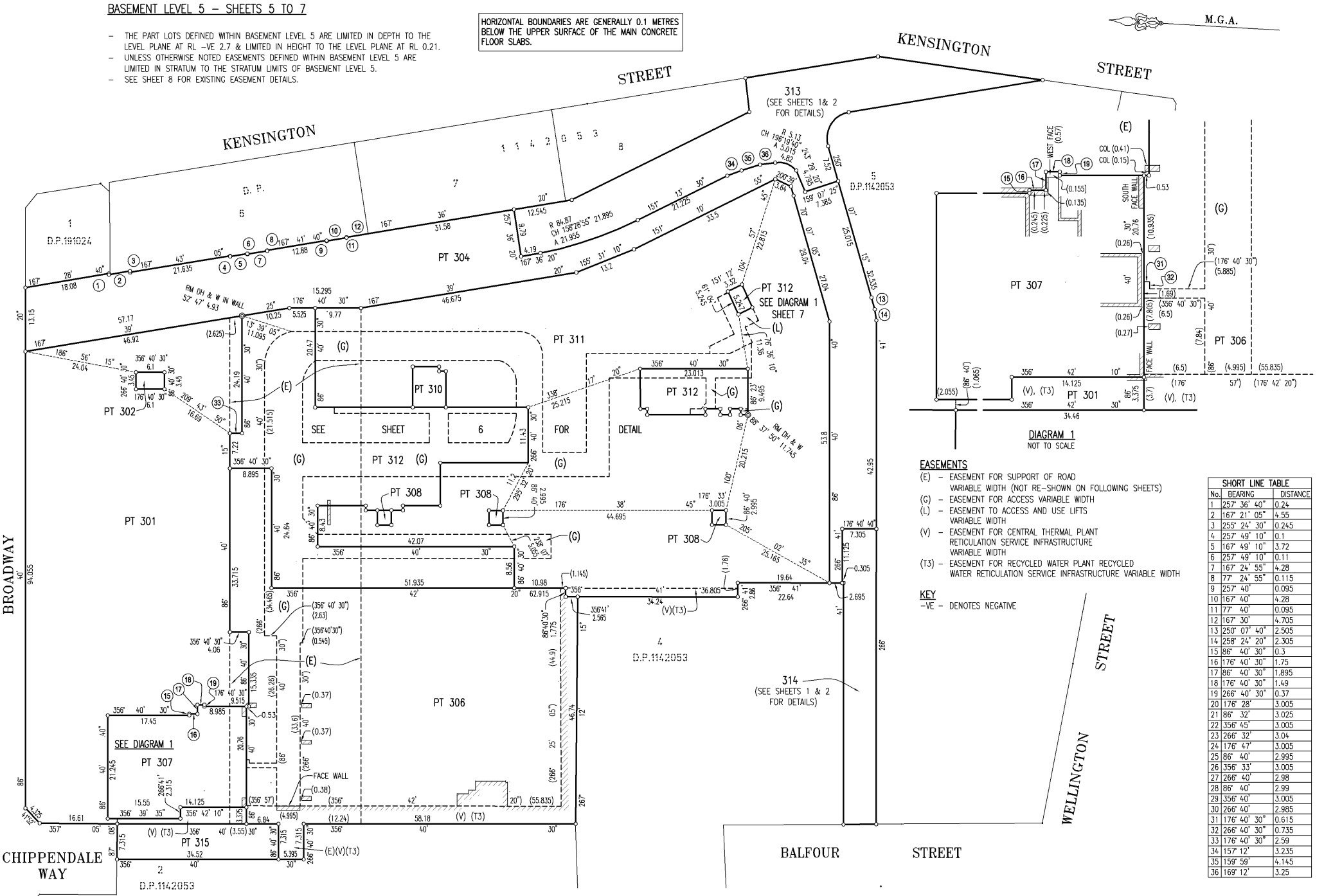

DIAGRAM 1
NOT TO SCALE

EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (NOT RE-SHOWN ON FOLLOWING SHEETS)
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH

KEY

–VE – DENOTES NEGATIVE

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	86° 40' 30"	0.3
16	176° 40' 30"	1.75
17	86° 40' 30"	1.895
18	176° 40' 30"	1.49
19	266° 40' 30"	0.37
20	176° 28'	3.005
21	86° 32'	3.025
22	356° 45'	3.005
23	266° 32'	3.04
24	176° 47'	3.005
25	86° 40'	2.995
26	356° 33'	3.005
27	266° 40'	2.98
28	86° 40'	2.99
29	356° 40'	3.005
30	266° 40'	2.985
31	176° 40' 30"	0.615
32	266° 40' 30"	0.735
33	176° 40' 30"	2.59
34	157° 12'	3.235
35	159° 59'	4.145
36	169° 12'	3.25

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:5 of 63
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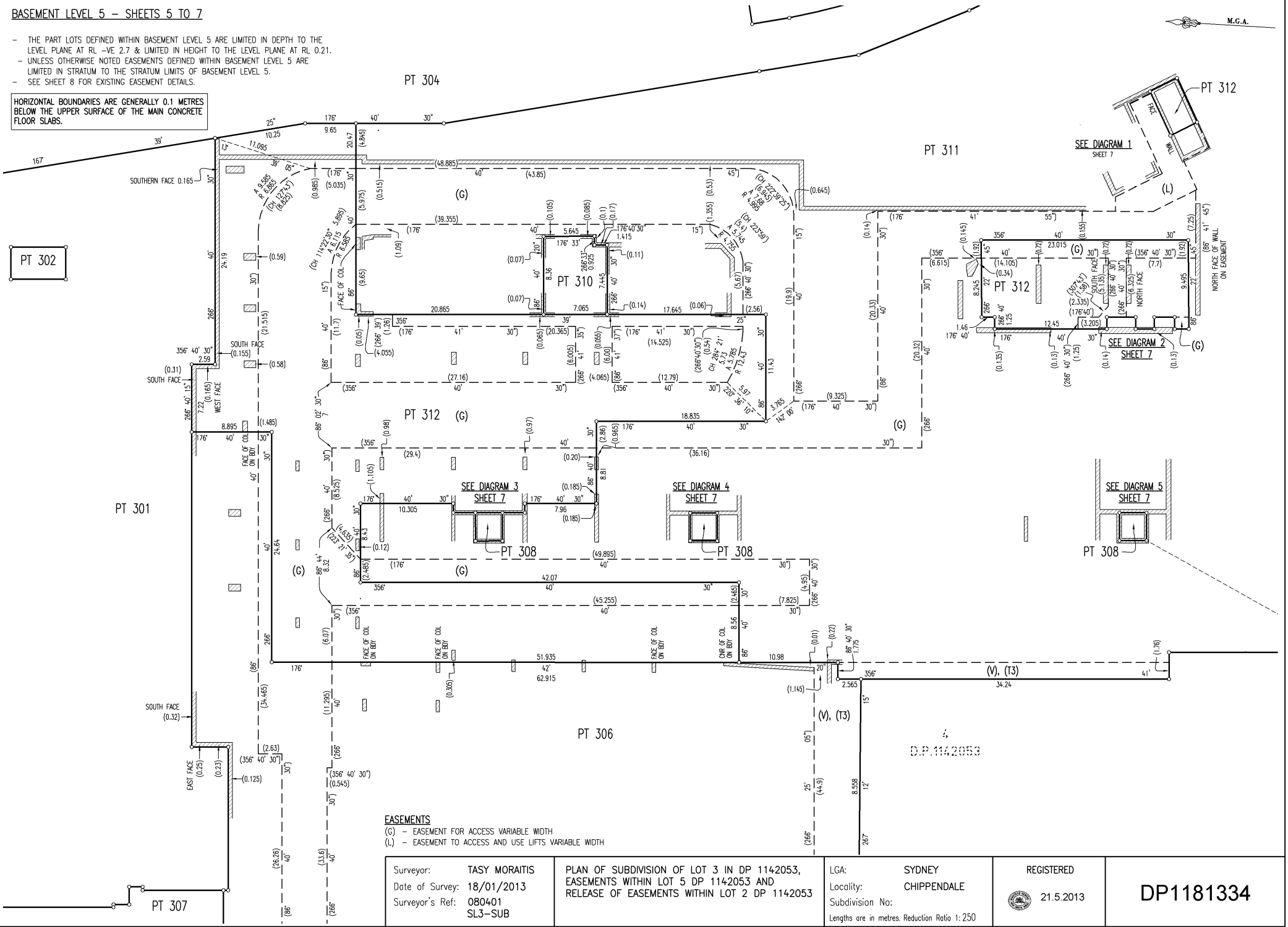
BASEMENT LEVEL 5 – SHEETS 5 TO 7

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 5 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL –VE 2.7 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 0.21.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 5 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 5.
- SEE SHEET 8 FOR EXISTING EASEMENT DETAILS.

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.



EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: Lengths are in metres. Reduction Ratio 1:250	REGISTERED 21.5.2013	DP1181334

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 06 B5.dwg

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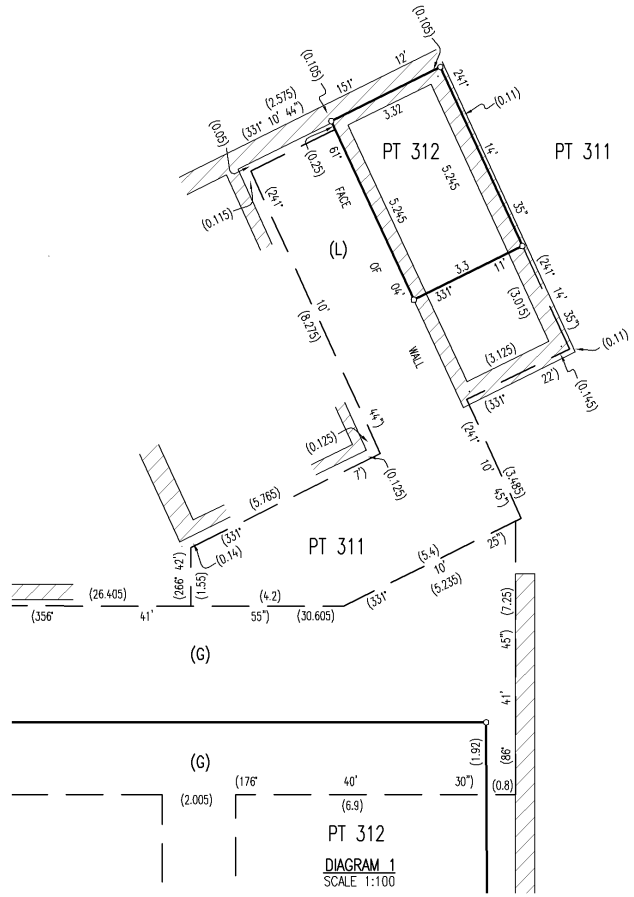
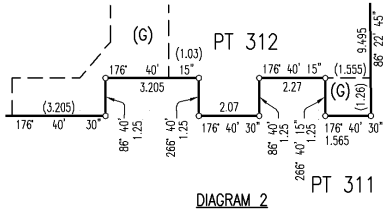
BASEMENT LEVEL 5 – SHEETS 5 TO 7

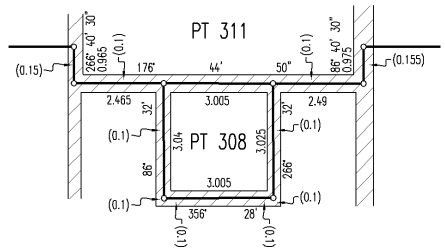
- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 5 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL -VE 2.7 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 0.21.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 5 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 5.
- SEE SHEET 8 FOR EXISTING EASEMENT DETAILS.

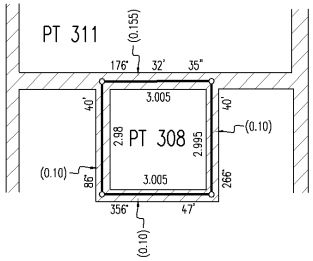
HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.

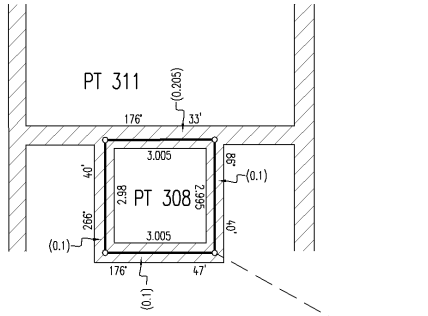
M.G.A.











EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: Lengths are in metres. Reduction Ratio 1:100	REGISTERED 21.5.2013	DP1181334

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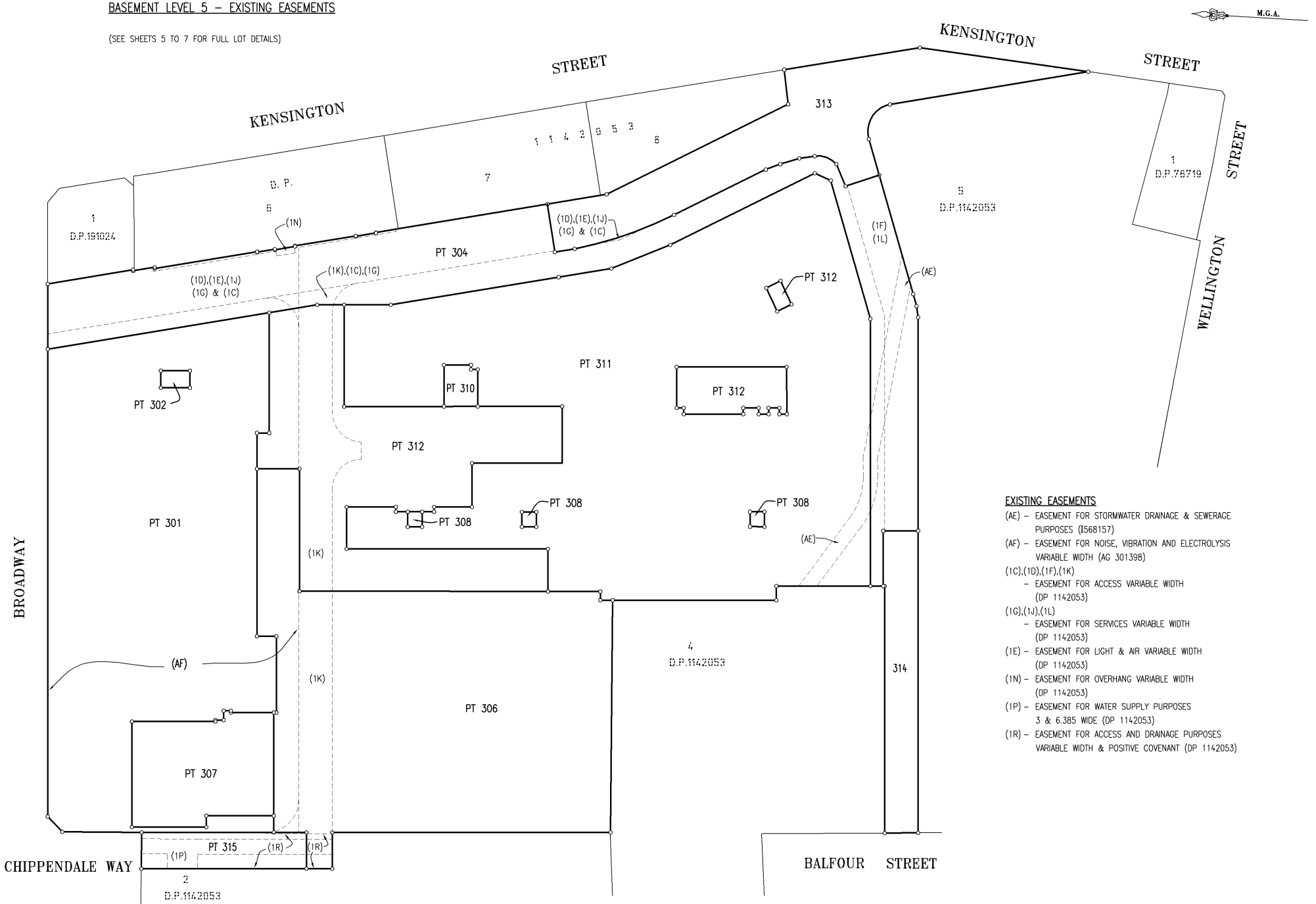
BASEMENT LEVEL 5 – EXISTING EASEMENTS

(SEE SHEETS 5 TO 7 FOR FULL LOT DETAILS)



EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)

(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)

(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)

(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)

(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)

(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

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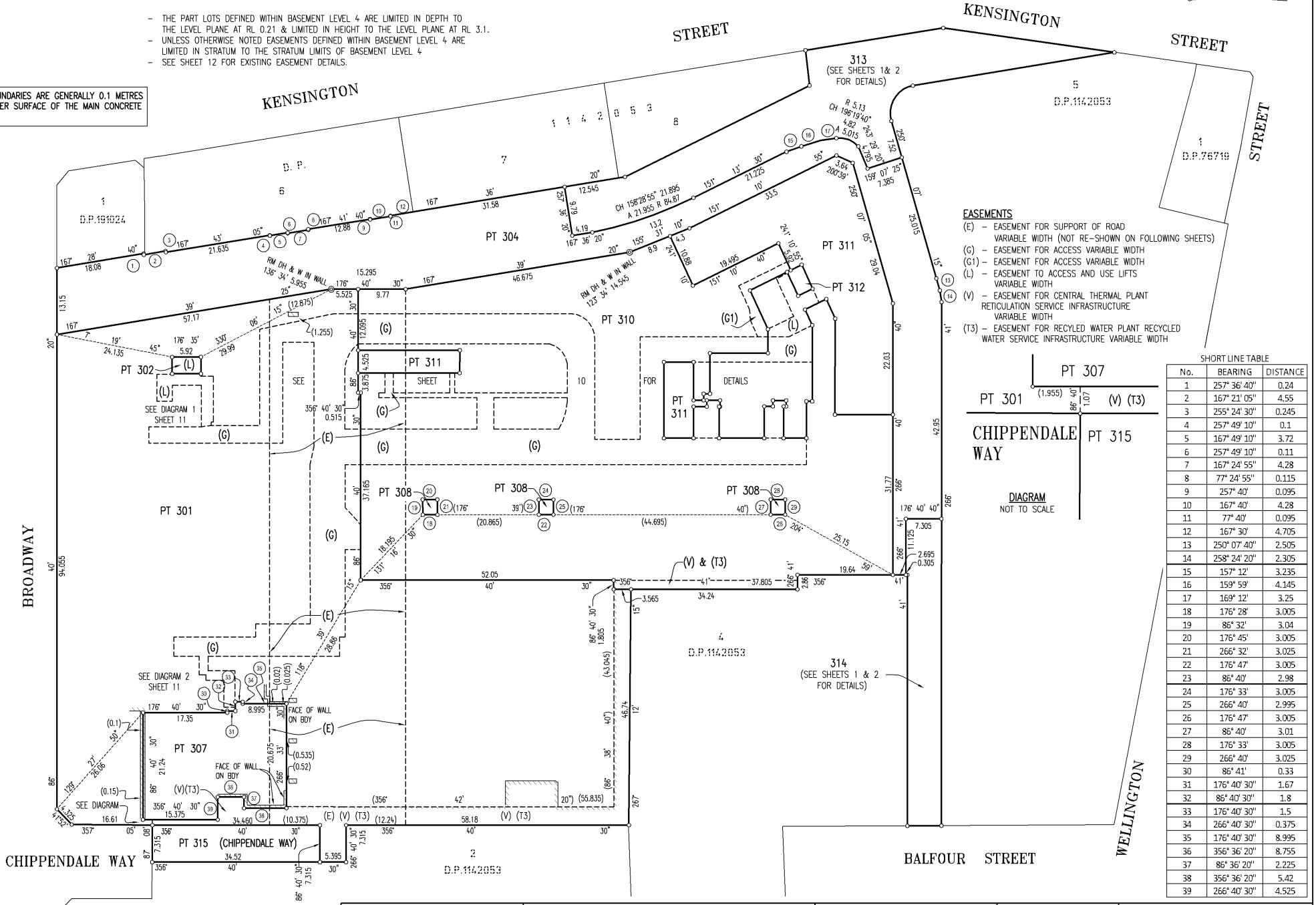
BASEMENT LEVEL 4 – SHEETS 9 TO 11

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 4 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 0.21 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 3.1.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 4 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 4
- SEE SHEET 12 FOR EXISTING EASEMENT DETAILS.

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.

M.G.A.



EASEMENTS

- (E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (NOT RE-SHOWN ON FOLLOWING SHEETS)
- (G) – EASEMENT FOR ACCESS VARIABLE WIDTH
- (G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
- (L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
- (T3) – EASEMENT FOR RECYLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH

DIAGRAM NOT TO SCALE

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	176° 28'	3.005
19	86° 32'	3.04
20	176° 45'	3.005
21	266° 32'	3.025
22	176° 47'	3.005
23	86° 40'	2.98
24	176° 33'	3.005
25	266° 40'	2.995
26	176° 47'	3.005
27	86° 40'	3.01
28	176° 33'	3.005
29	266° 40'	3.025
30	86° 41'	0.33
31	176° 40' 30"	1.67
32	86° 40' 30"	1.8
33	176° 40' 30"	1.5
34	266° 40' 30"	0.375
35	176° 40' 30"	8.995
36	356° 36' 20"	8.755
37	86° 36' 20"	2.225
38	356° 36' 20"	5.42
39	266° 40' 30"	4.525

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA:	SYNDEY	REGISTERED
Date of Survey:	18/01/2013		Locality:	CHIPPENDALE	21.5.2013
Surveyor's Ref:	080401 SL3-SUB		Subdivision No:	19–2013	DP1181334
			Lengths are in metres. Reduction Ratio 1: 500		

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 09. B4.dwg

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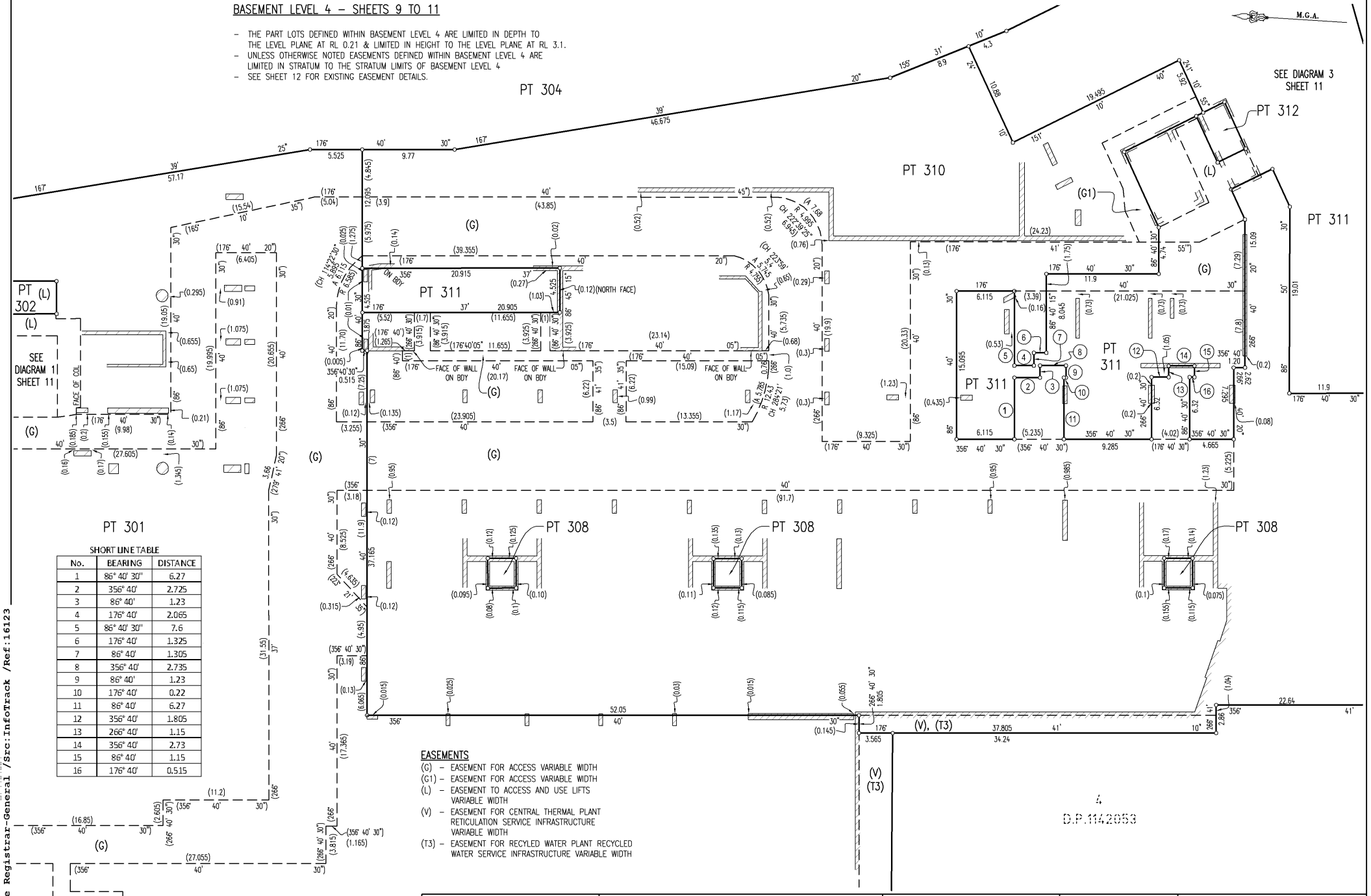
BASEMENT LEVEL 4 – SHEETS 9 TO 11

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 4 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 0.21 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 3.1.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 4 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 4
- SEE SHEET 12 FOR EXISTING EASEMENT DETAILS.



SHORT LINE TABLE

No.	BEARING	DISTANCE
1	86° 40' 30"	6.27
2	356° 40'	2.725
3	86° 40'	1.23
4	176° 40'	2.065
5	86° 40' 30"	7.6
6	176° 40'	1.325
7	86° 40'	1.305
8	356° 40'	2.735
9	86° 40'	1.23
10	176° 40'	0.22
11	86° 40'	6.27
12	356° 40'	1.805
13	266° 40'	1.15
14	356° 40'	2.73
15	86° 40'	1.15
16	176° 40'	0.515

EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T3) – EASEMENT FOR RECYLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH

D.P.1142053

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 21.5.2013	DP1181334

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

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Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:10 of 63
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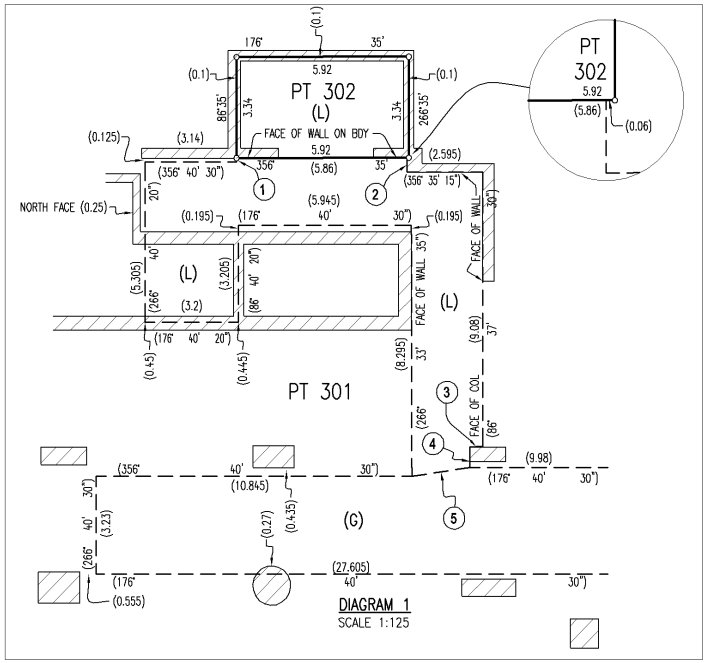
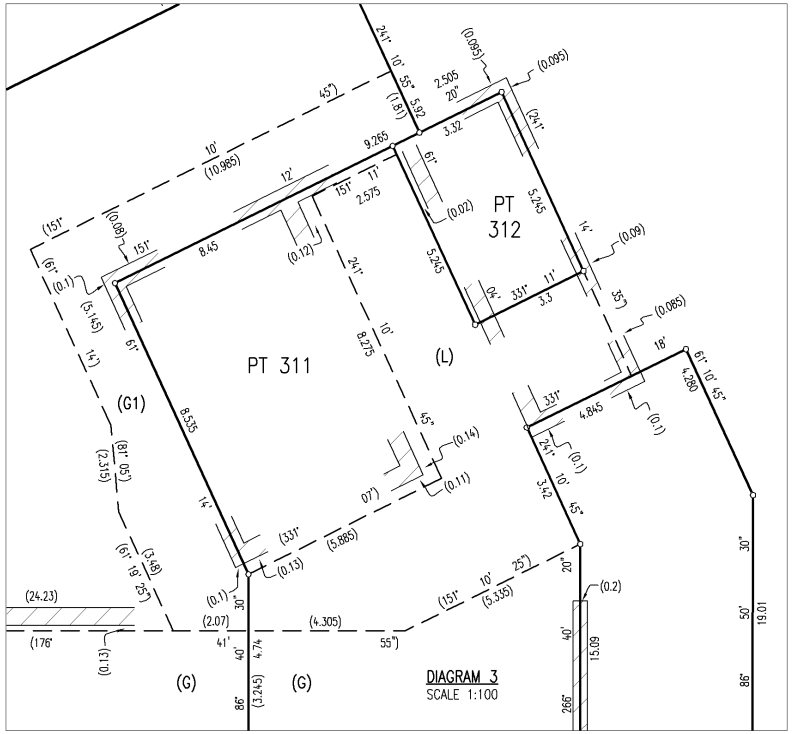
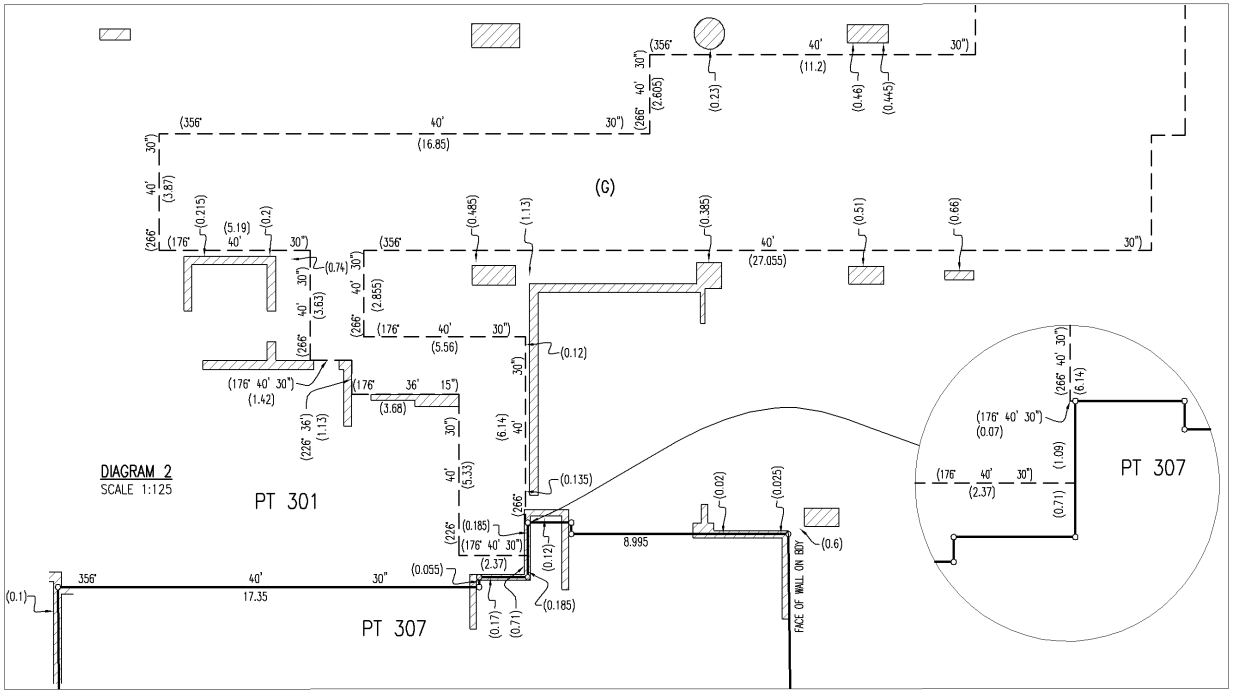
BASEMENT LEVEL 4 – SHEETS 9 TO 11

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 4 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 0.21 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 3.1.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 4 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 4
- SEE SHEET 12 FOR EXISTING EASEMENT DETAILS.







SHORT LINE TABLE

No.	BEARING	DISTANCE
1	266° 35'	0.13
2	86° 35'	0.48
3	175° 58'	0.455
4	85° 58'	0.68
5	168° 12' 40'	2.02

EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio AS SHOWN	REGISTERED 21.5.2013	DP1181334

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

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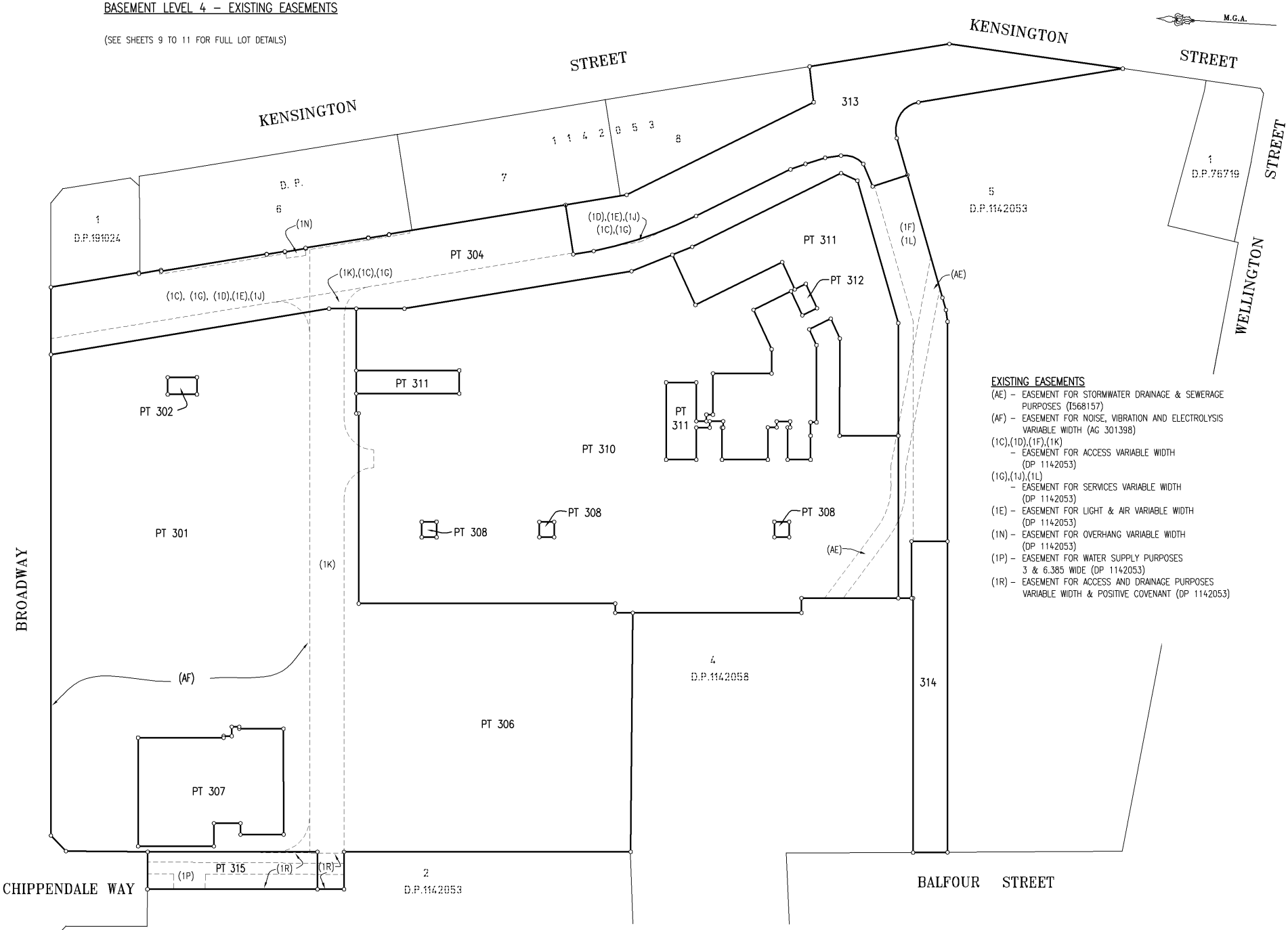
BASEMENT LEVEL 4 – EXISTING EASEMENTS

(SEE SHEETS 9 TO 11 FOR FULL LOT DETAILS)



EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

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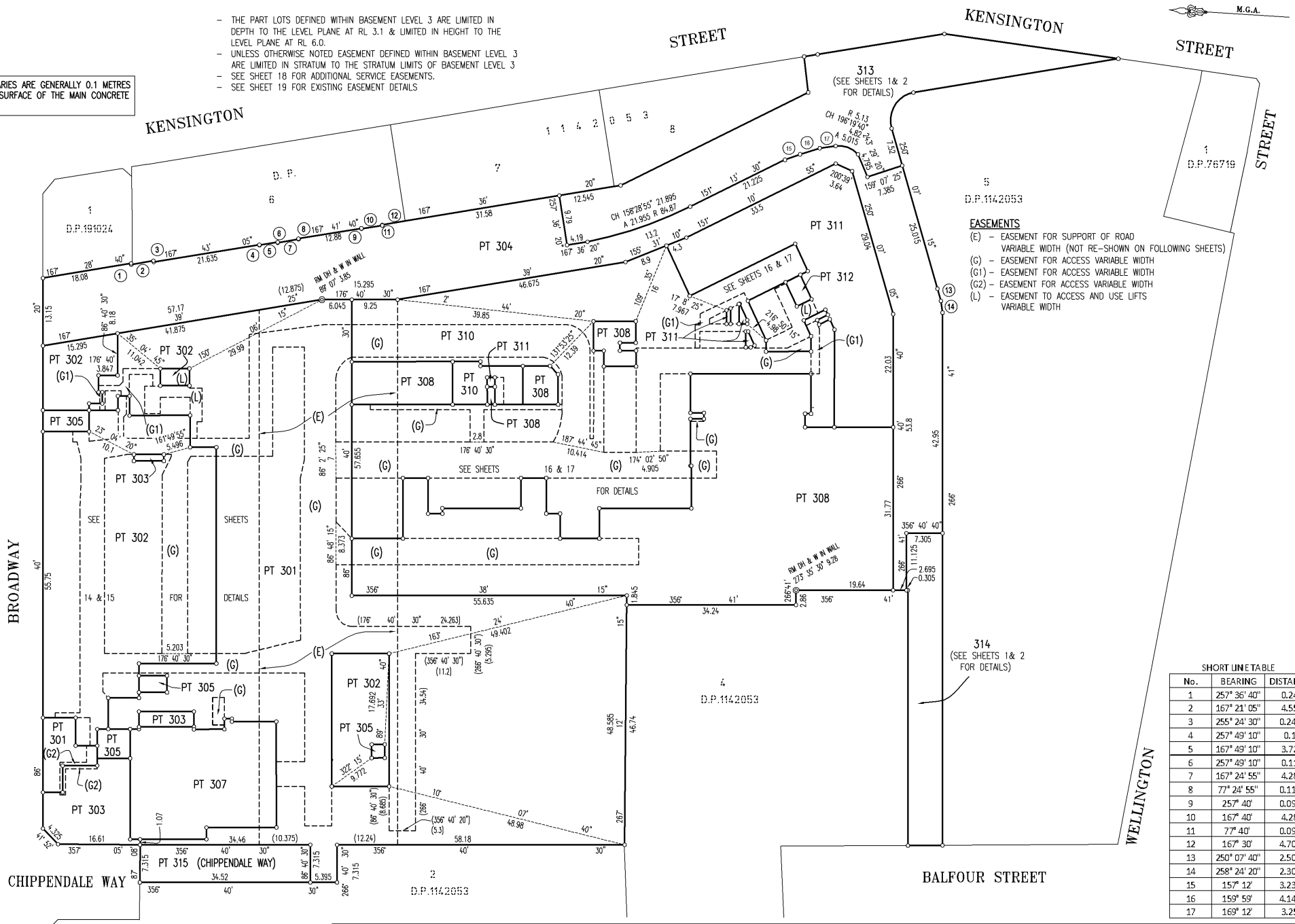
BASEMENT LEVEL 3 – SHEETS 13 TO 17

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 3.1 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 3
- SEE SHEET 18 FOR ADDITIONAL SERVICE EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.



SHORT LINE TABLE

No.	BEARING	DISTANCE
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3	255° 24' 30"	0.245
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6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
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9	257° 40'	0.095
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11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19-2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

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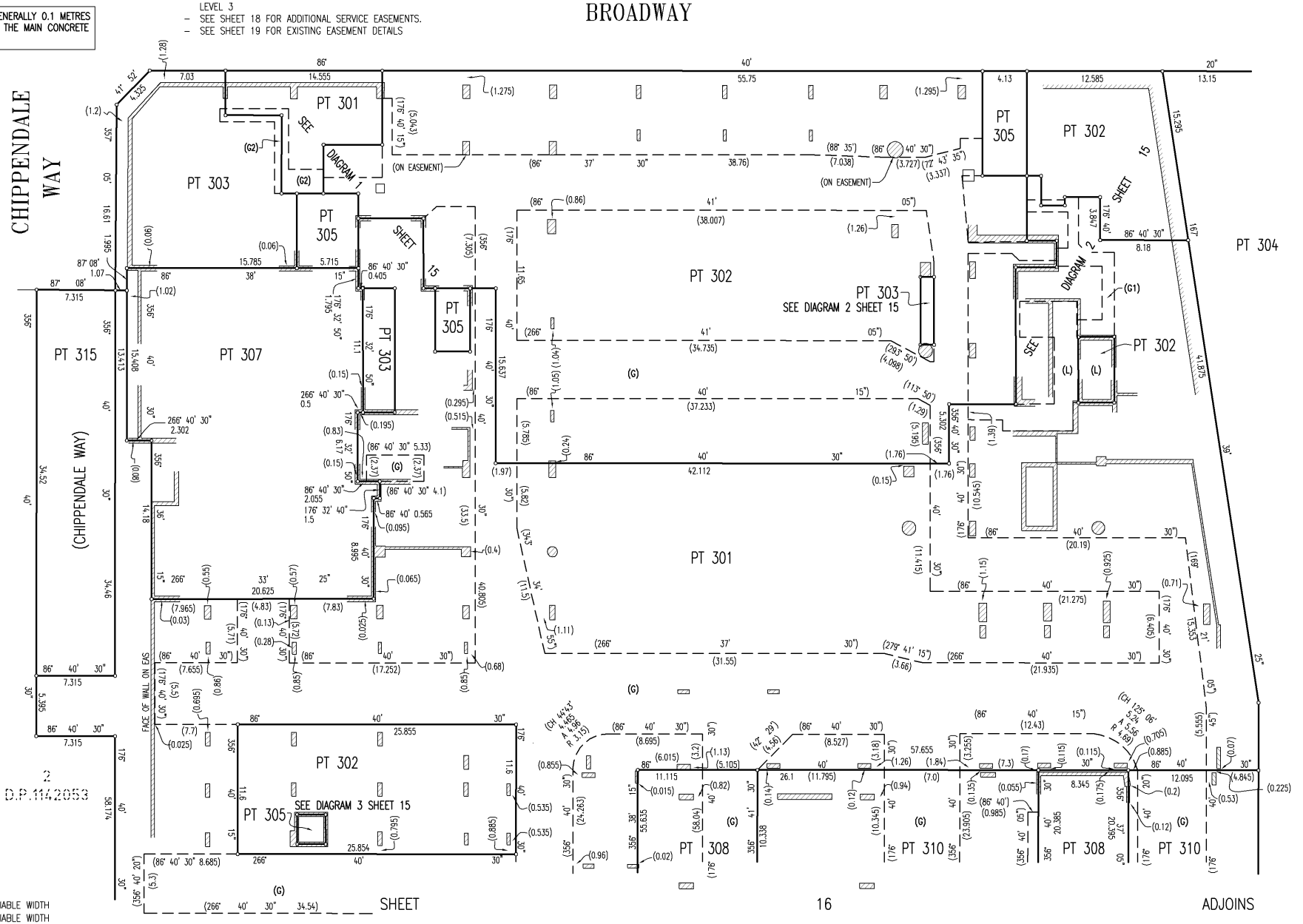
BASEMENT LEVEL 3 – SHEETS 13 TO 17

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 3.1 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 3
- SEE SHEET 18 FOR ADDITIONAL SERVICE EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.



EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 250(A2)	REGISTERED 21.5.2013	DP1181334

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DIAGRAM 1
1:100

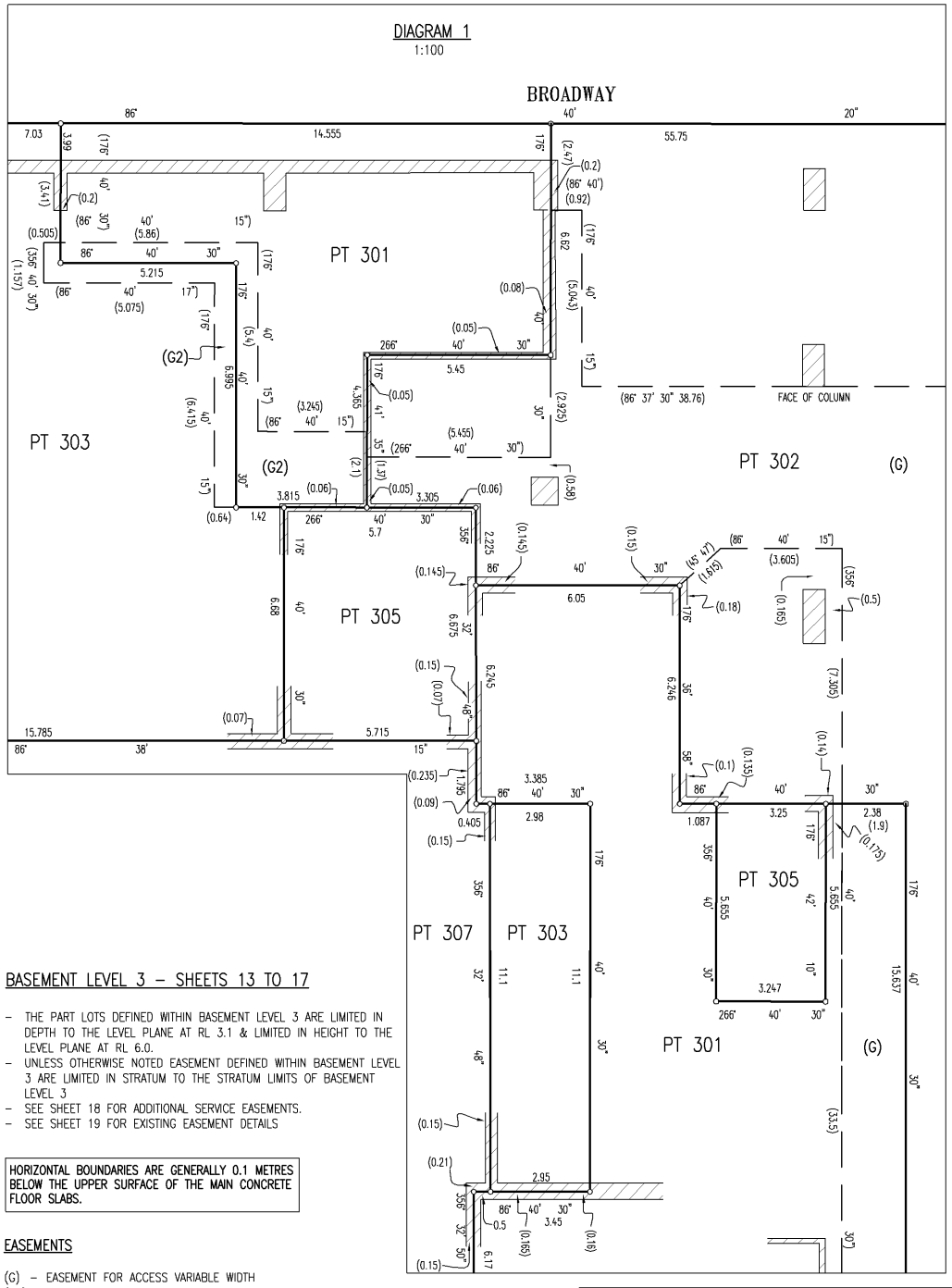


DIAGRAM 2
1:100

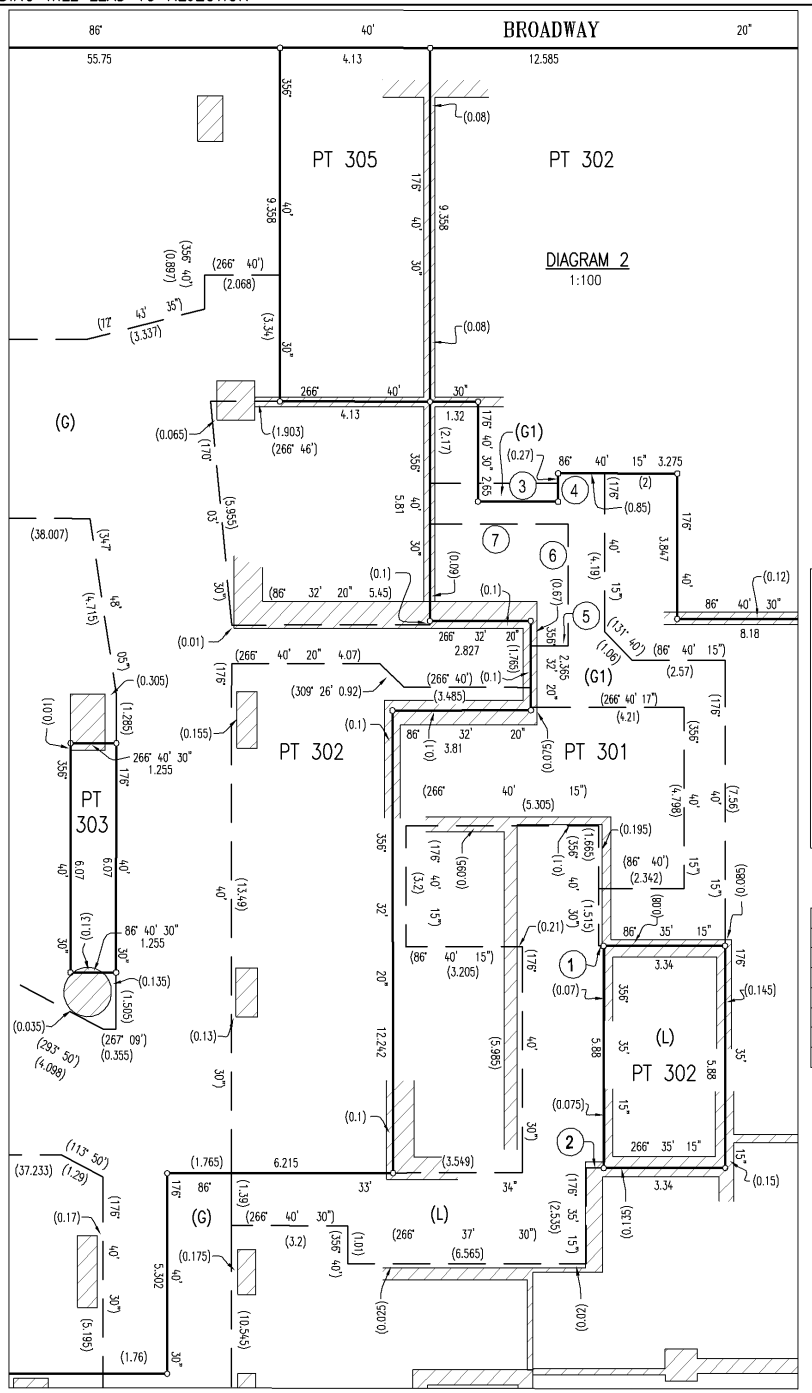
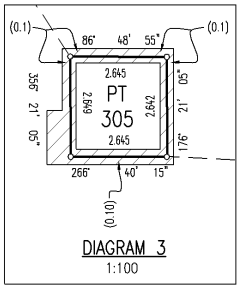


DIAGRAM 3
1:100



SHORT LINE TABLE

No.	BEARING	DISTANCE
1	266° 40' 30"	0.13
2	266° 35'	0.48
3	86° 40'	2.205
4	356° 40'	0.75
5	86° 40'	1.025
6	356° 40'	3.23
7	266° 40'	3.805

BASEMENT LEVEL 3 – SHEETS 13 TO 17

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 3.1 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 3
- SEE SHEET 18 FOR ADDITIONAL SERVICE EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.

EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY
Date of Survey:	18/01/2013		Locality: CHIPPENDALE
Surveyor's Ref:	080401 SL3-SUB		Subdivision No: 19–2013
			Lengths are in metres. Reduction Ratio 1: 100

REGISTERED 21.5.2013

DP1181334

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

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:16 of 63
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

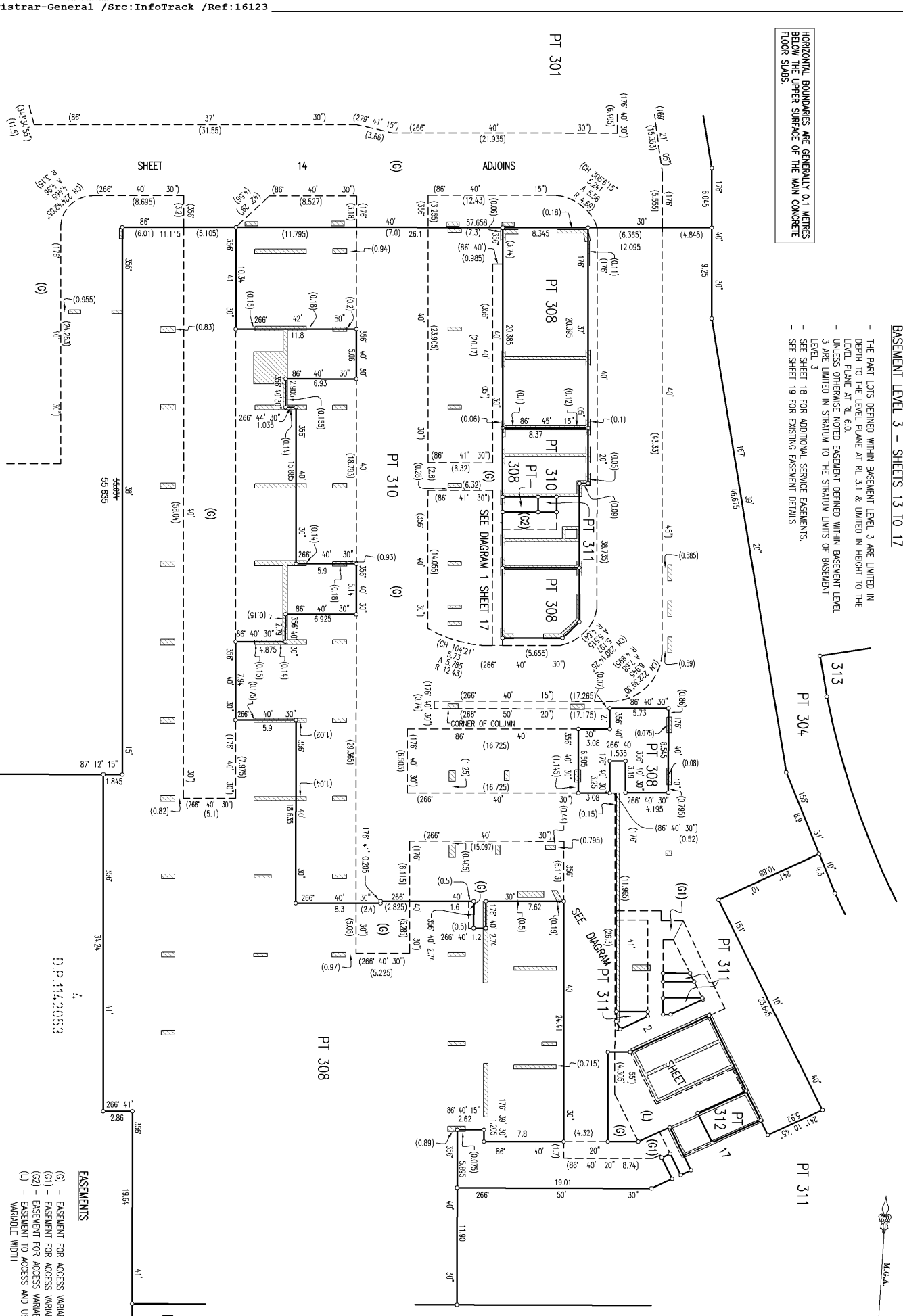
ePlan

Sheet No. 16 of 55 Sheets

BASEMENT LEVEL 3 – SHEETS 13 TO 17

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 3.1 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 3
- SEE SHEET 18 FOR ADDITIONAL SERVICE EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.



EASEMENTS

(G) - EASEMENT FOR ACCESS VARIABLE WIDTH
(G1) - EASEMENT FOR ACCESS VARIABLE WIDTH
(G2) - EASEMENT FOR ACCESS VARIABLE WIDTH
(L) - EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

Surveyor:	TASY MORAITIS
Date of Survey:	18/01/2013
Surveyor's Ref:	080401 SL3-SUB

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

LGA:	SYDNEY
Locality:	CHIPPENDALE
Subdivision No:	19–2013

Lengths are in metres. Reduction Ratio 1: 250

REGISTERED 21.5.2013

DP1181334

DISTANCE FOR PT LOT 308 AMENDED VIDE 2013-1223 6.9.2013

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BASEMENT LEVEL 3 – SHEETS 13 TO 17

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 3.1 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 3
- SEE SHEET 18 FOR ADDITIONAL SERVICE EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.

EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

M.G.A.

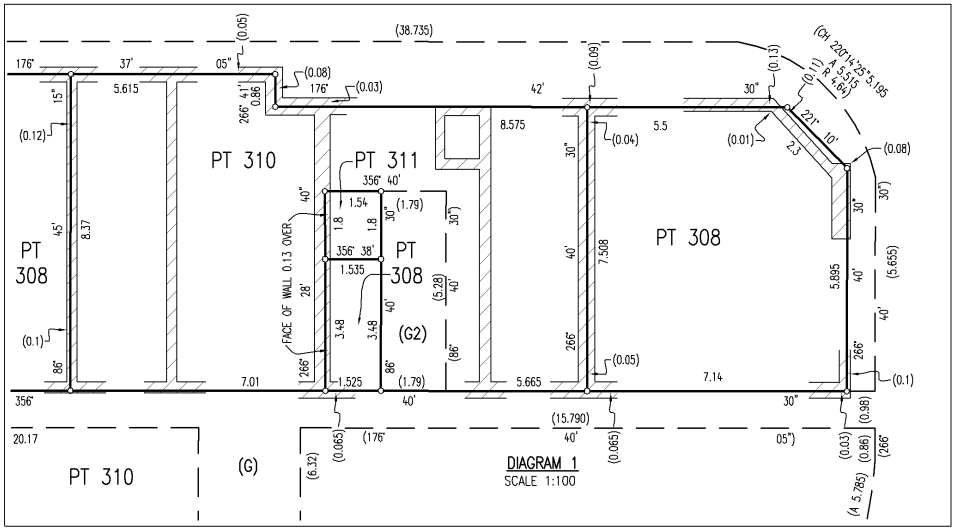

DIAGRAM 1
SCALE 1:100

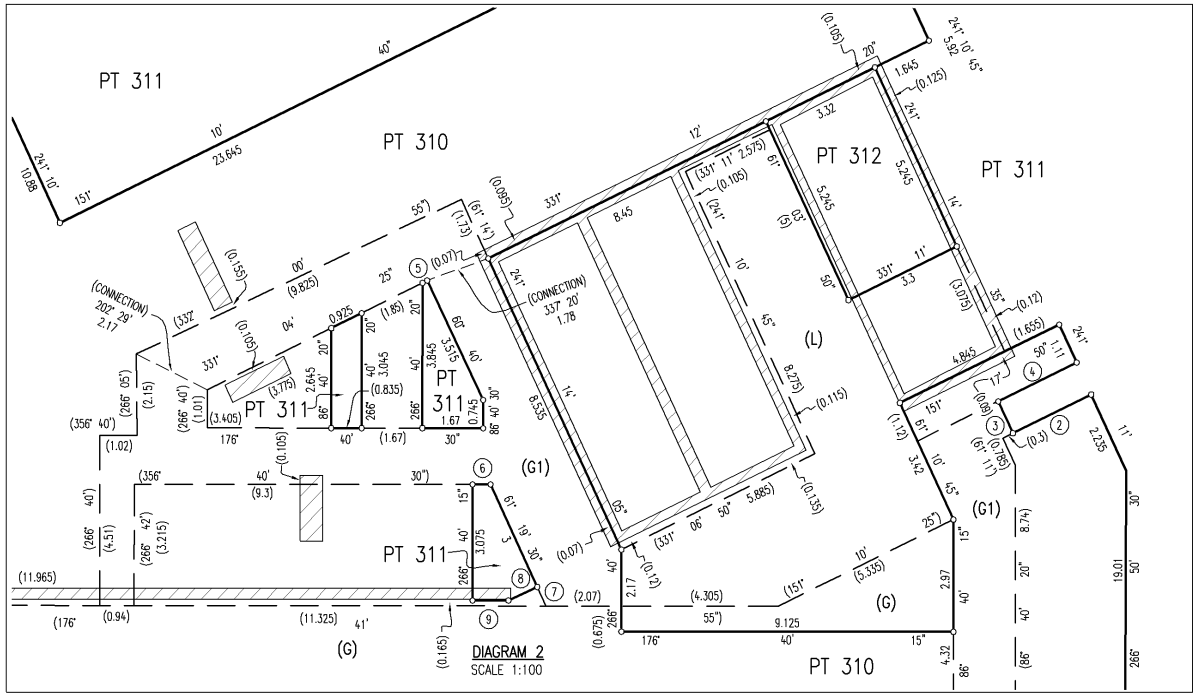

DIAGRAM 2
SCALE 1:100

SHORT LINE TABLE

No.	BEARING	DISTANCE
2	151° 11'	2.385
3	241° 11'	0.935
4	331° 11'	2.385
5	331° 04' 25"	0.14
6	356° 40' 30"	0.495
7	61° 19' 30"	0.565
8	152° 02' 30"	0.875
9	176° 40' 15"	0.985

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:100	REGISTERED 21.5.2013	DP1181334
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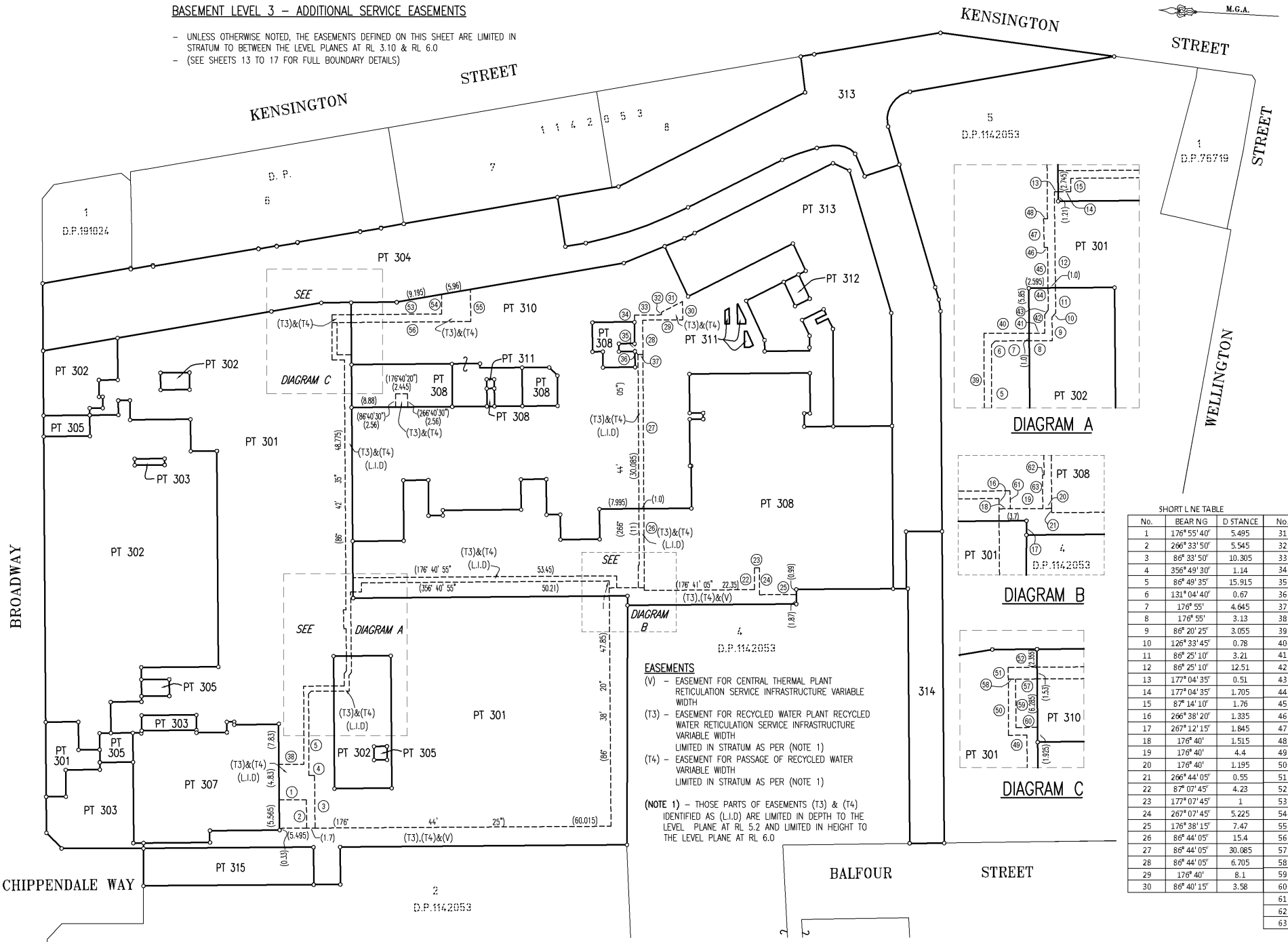
BASEMENT LEVEL 3 – ADDITIONAL SERVICE EASEMENTS

- UNLESS OTHERWISE NOTED, THE EASEMENTS DEFINED ON THIS SHEET ARE LIMITED IN STRATUM TO BETWEEN THE LEVEL PLANES AT RL 3.10 & RL 6.0
- (SEE SHEETS 13 TO 17 FOR FULL BOUNDARY DETAILS)



EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
LIMITED IN STRATUM AS PER (NOTE 1)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
LIMITED IN STRATUM AS PER (NOTE 1)

(NOTE 1) – THOSE PARTS OF EASEMENTS (T3) & (T4) IDENTIFIED AS (L.I.D) ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 5.2 AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0

SHORT LINE TABLE

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	176° 55' 40"	5.495	31	330° 59' 55"	4.795
2	266° 33' 50"	5.545	32	267° 07' 55"	0.5
3	86° 33' 50"	10.305	33	356° 40' 00"	5.45
4	356° 49' 30"	1.14	34	266° 40' 35"	1.355
5	86° 49' 35"	15.915	35	264° 30' 10"	1.535
6	131° 04' 40"	0.67	36	222° 04' 50"	0.87
7	176° 55'	4.645	37	176° 44' 05"	1
8	176° 55'	3.13	38	176° 40' 30"	5.07
9	86° 20' 25"	3.055	39	86° 49' 35"	15.24
10	126° 33' 45"	0.78	40	176° 55'	6.11
11	86° 25' 10"	3.21	41	176° 55'	2.12
12	86° 25' 10"	12.51	42	86° 20' 25"	2.41
13	177° 04' 35"	0.51	43	126° 33' 25"	0.78
14	177° 04' 35"	1.705	44	86° 25' 10"	2.85
15	87° 14' 10"	1.76	45	86° 25' 10"	5.31
16	266° 38' 20"	1.335	46	356° 25' 10"	0.455
17	267° 12' 15"	1.845	47	85° 51' 50"	3.69
18	176° 40'	1.515	48	176° 28'	0.51
19	176° 40'	4.4	49	356° 26' 10"	2.485
20	176° 40'	1.195	50	86° 45' 55"	7.305
21	266° 44' 05"	0.55	51	86° 45' 55"	1.53
22	87° 07' 45"	4.23	52	176° 40' 25"	3.915
23	177° 07' 45"	1	53	176° 40' 25"	18.33
24	267° 07' 45"	5.225	54	86° 40' 30"	3.795
25	176° 38' 15"	7.47	55	266° 40' 30"	6.27
26	86° 44' 05"	15.4	56	356° 41' 45"	24.22
27	86° 44' 05"	30.085	57	356° 41' 45"	2.915
28	86° 44' 05"	6.705	58	356° 41' 45"	1
29	176° 40'	8.1	59	266° 45' 55"	6.3
30	86° 40' 15"	3.58	60	176° 26' 10"	2.925
			61	266° 40' 30"	2.335
			62	356° 40' 30"	0.2
			63	266° 40' 30"	4.4

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA:	SYDNEY	REGISTERED
Date of Survey:	18/01/2013		Locality:	CHIPPENDALE	21.5.2013
Surveyor's Ref:	080401 SL3-SUB		Subdivision No:	19–2013	DP1181334
			Lengths are in metres. Reduction Ratio 1:500		

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

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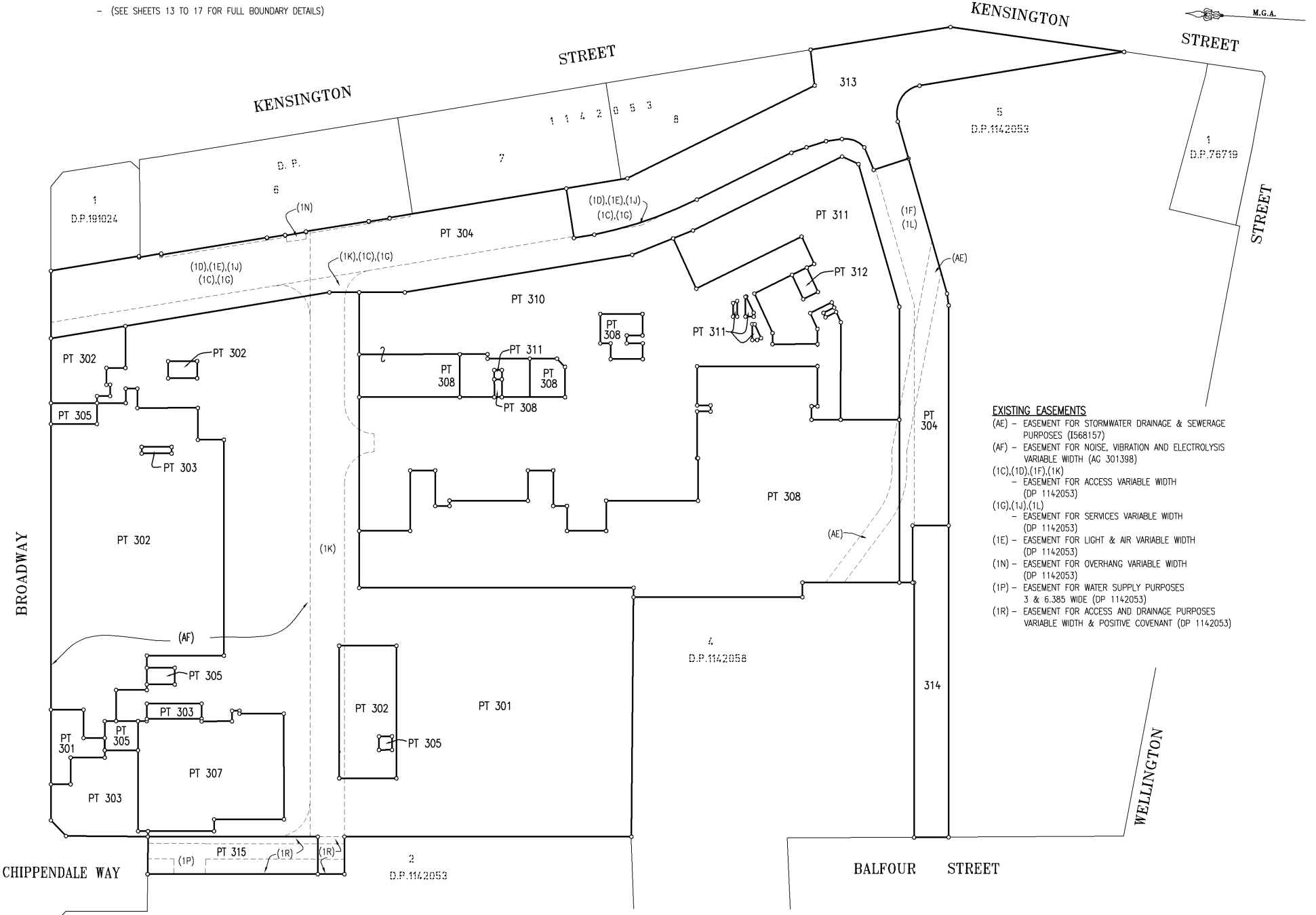
BASEMENT LEVEL 3 – EXISTING EASEMENTS

– (SEE SHEETS 13 TO 17 FOR FULL BOUNDARY DETAILS)



EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

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Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:20 of 63
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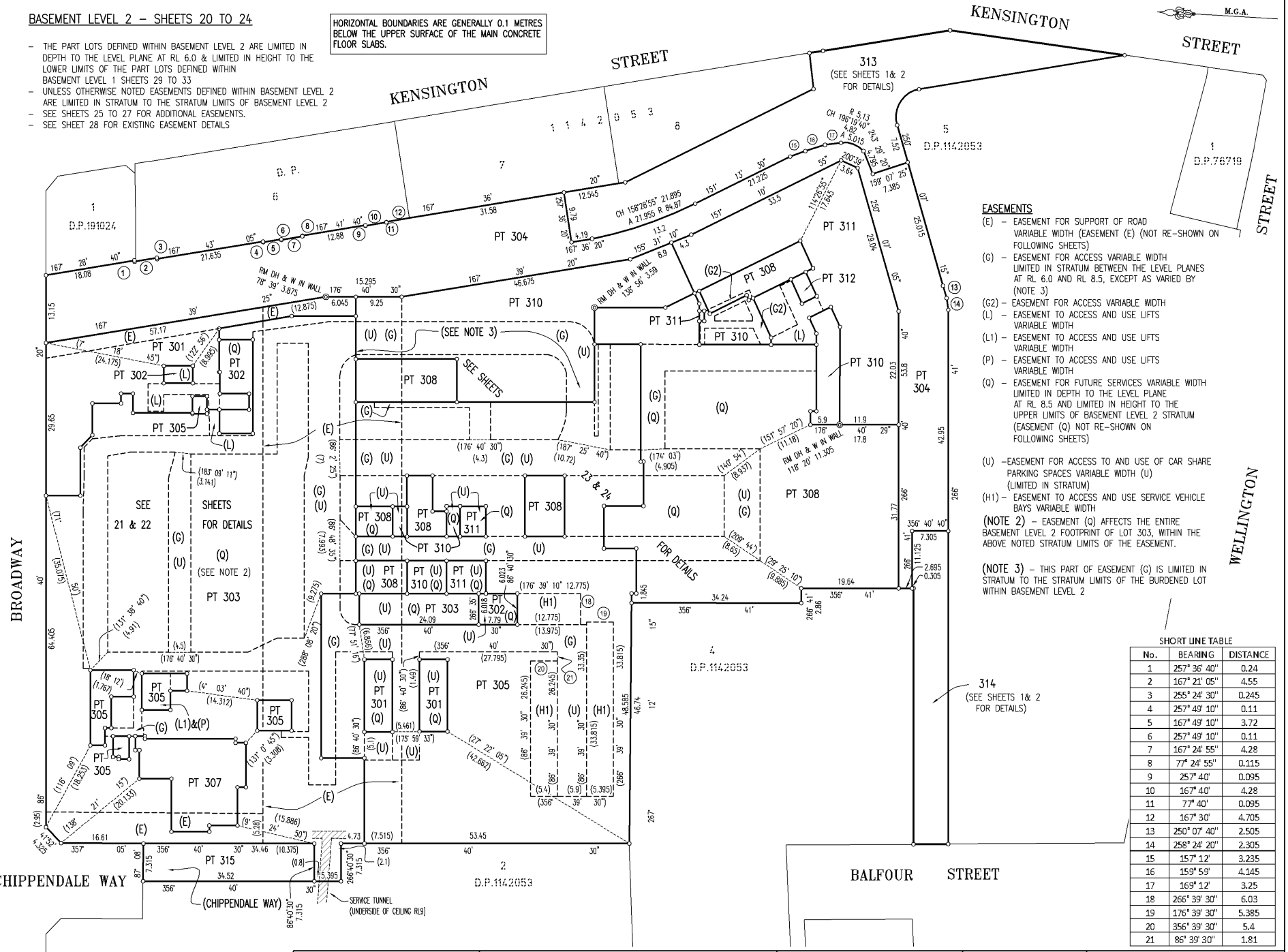
BASEMENT LEVEL 2 – SHEETS 20 TO 24

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 29 TO 33
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 25 TO 27 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 28 FOR EXISTING EASEMENT DETAILS

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.



EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (EASEMENT (E) (NOT RE-SHOWN ON FOLLOWING SHEETS)

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL 6.0 AND RL 8.5, EXCEPT AS VARIED BY (NOTE 3)

(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(Q) – EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 8.5 AND LIMITED IN HEIGHT TO THE UPPER LIMITS OF BASEMENT LEVEL 2 STRATUM (EASEMENT (Q) NOT RE-SHOWN ON FOLLOWING SHEETS)

(U) –EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)

(H1) – EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH

(NOTE 2) – EASEMENT (Q) AFFECTS THE ENTIRE BASEMENT LEVEL 2 FOOTPRINT OF LOT 303, WITHIN THE ABOVE NOTED STRATUM LIMITS OF THE EASEMENT.

(NOTE 3) – THIS PART OF EASEMENT (G) IS LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOT WITHIN BASEMENT LEVEL 2

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.11
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	266° 39' 30"	6.03
19	176° 39' 30"	5.385
20	356° 39' 30"	5.4
21	86° 39' 30"	1.81

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

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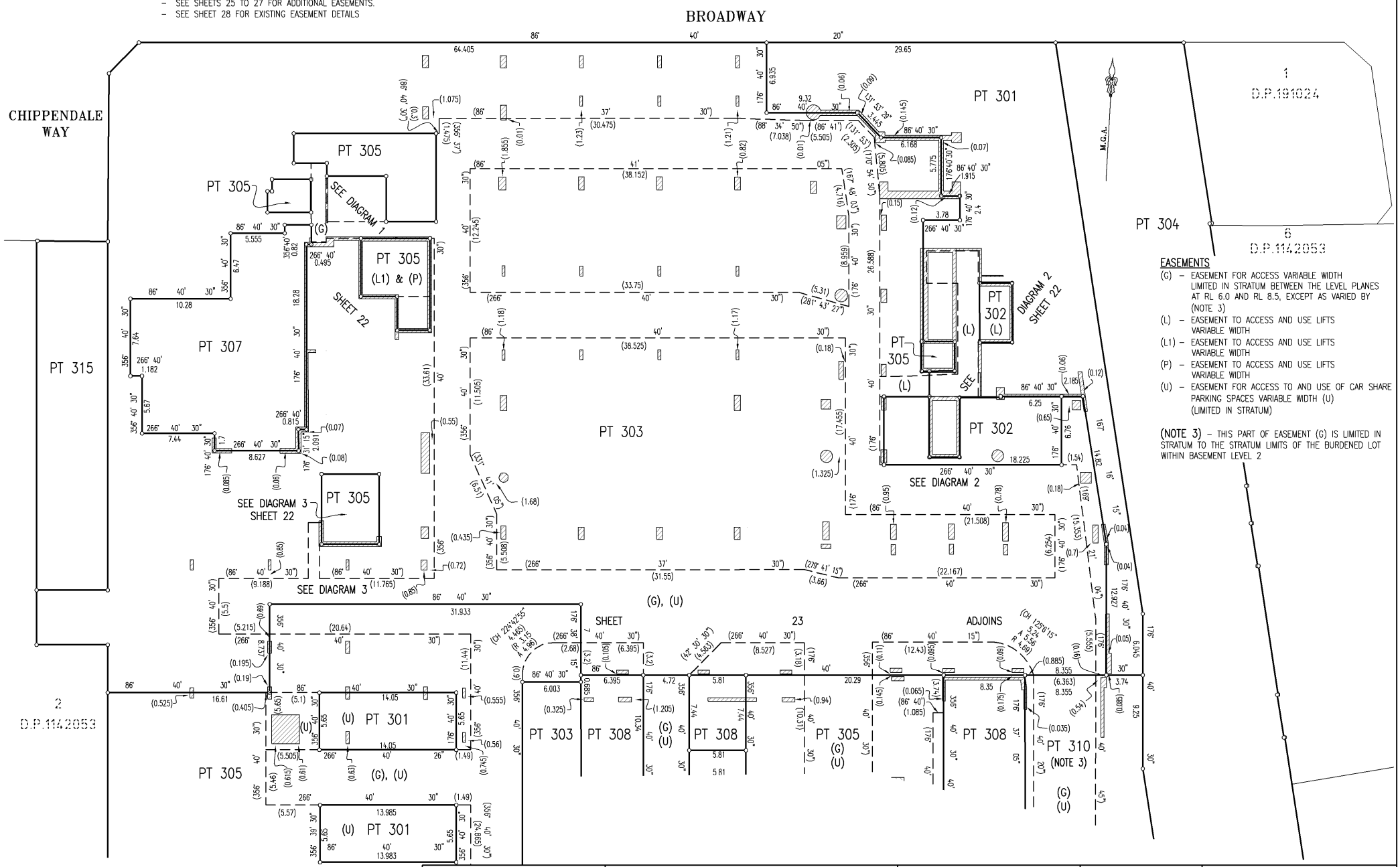
BASEMENT LEVEL 2 – SHEETS 20 TO 24

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 29 TO 33
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 25 TO 27 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 28 FOR EXISTING EASEMENT DETAILS



EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL 6.0 AND RL 8.5, EXCEPT AS VARIED BY (NOTE 3)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)

(NOTE 3) – THIS PART OF EASEMENT (G) IS LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOT WITHIN BASEMENT LEVEL 2

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 250	REGISTERED 21.5.2013	DP1181334

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

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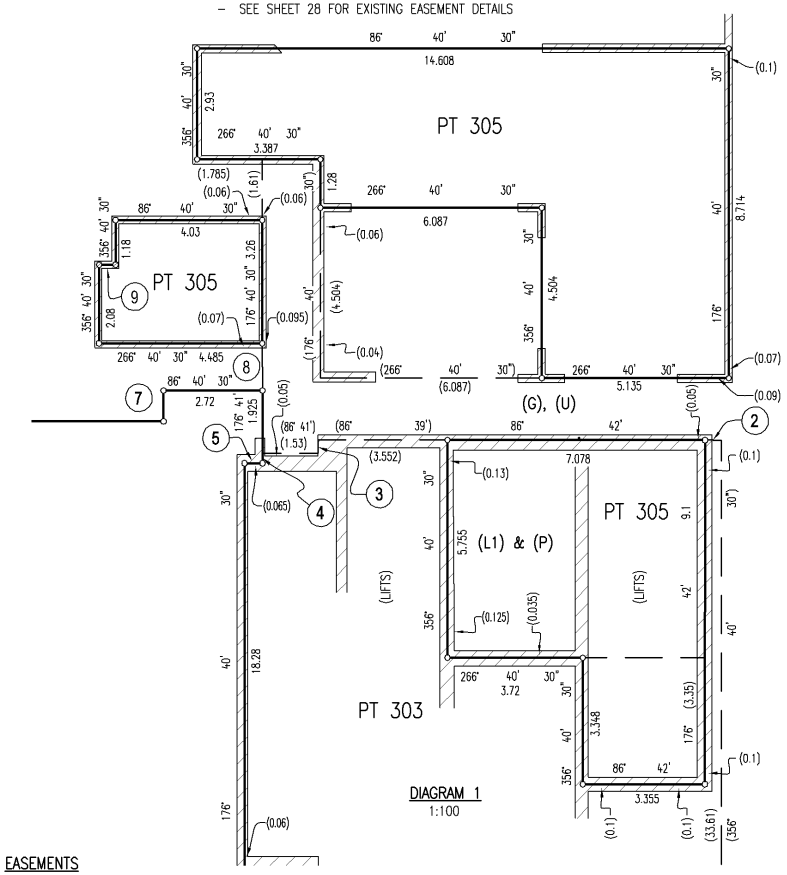
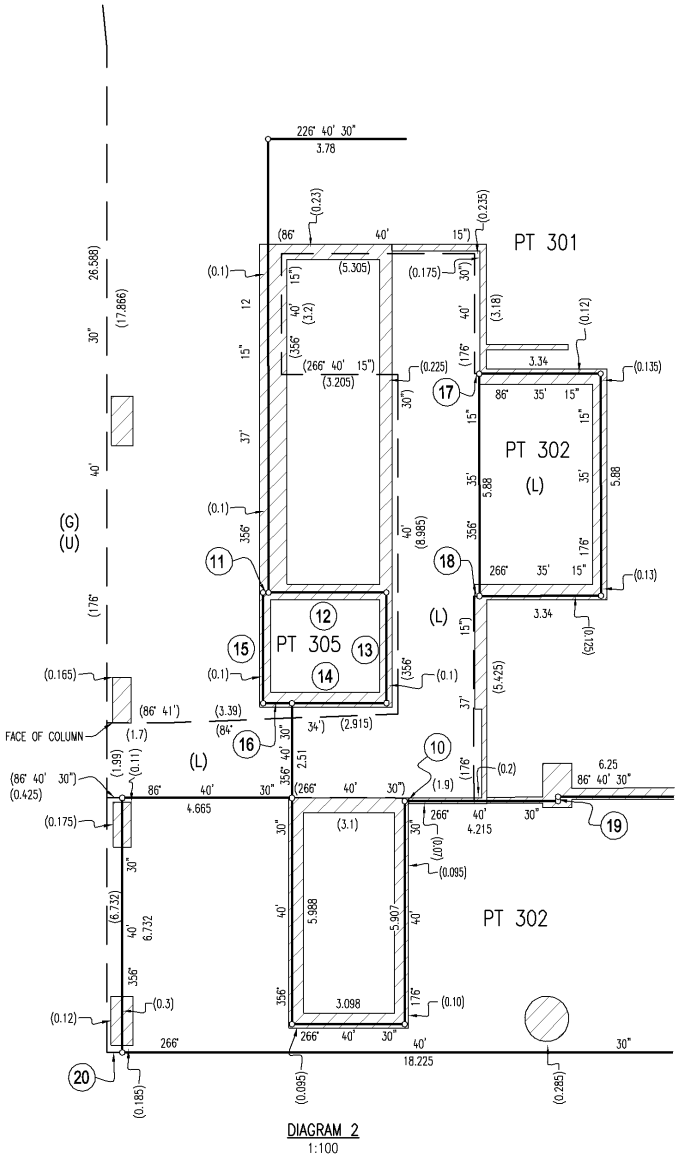
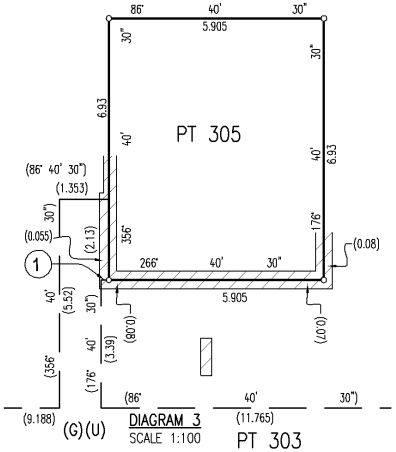
BASEMENT LEVEL 2 – SHEETS 20 TO 24

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 29 TO 33
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 25 TO 27 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 28 FOR EXISTING EASEMENT DETAILS







EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL 6.0 AND RL 8.5

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	266° 40' 30"	0.216
2	86° 42'	0.45
3	356° 39' 30"	0.355
4	176° 41'	0.26
5	266° 40'	0.495
6	266° 40' 30"	1.18
7	356° 40' 30"	0.82
8	356° 09'	1.245
9	86° 40'	0.455
10	356° 40'	0.08
11	86° 37' 15"	0.15
12	86° 37' 15"	3.24
13	176° 37' 15"	2.925
14	266° 37' 15"	2.597
15	356° 37' 15"	2.925
16	86° 37' 15"	0.795
17	86° 40' 30"	0.13
18	266° 35' 15"	0.16
19	356° 40' 30"	0.11
20	266° 40' 30"	0.425

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 100	REGISTERED 21.5.2013	DP1181334

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:22 of 63
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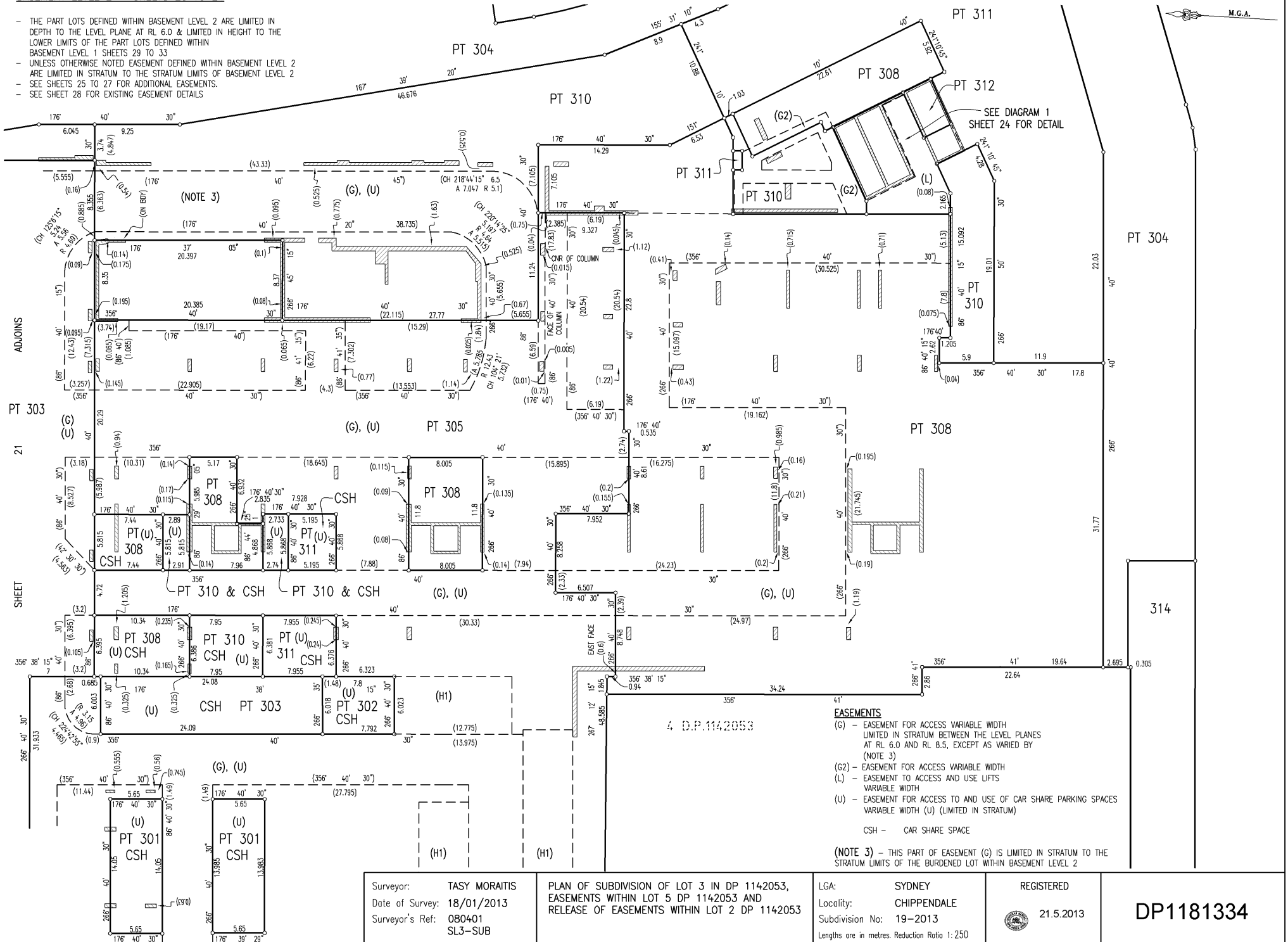
BASEMENT LEVEL 2 – SHEETS 20 TO 24

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 29 TO 33
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 25 TO 27 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 28 FOR EXISTING EASEMENT DETAILS



EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL 6.0 AND RL 8.5, EXCEPT AS VARIED BY (NOTE 3)
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)

CSH – CAR SHARE SPACE

(NOTE 3) – THIS PART OF EASEMENT (G) IS LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOT WITHIN BASEMENT LEVEL 2

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 21.5.2013	DP1181334

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 23–24 B2.dwg

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:23 of 63
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BASEMENT LEVEL 2 – SHEETS 20 TO 24

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 29 TO 33
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 25 TO 27 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 28 FOR EXISTING EASEMENT DETAILS

M.G.A.

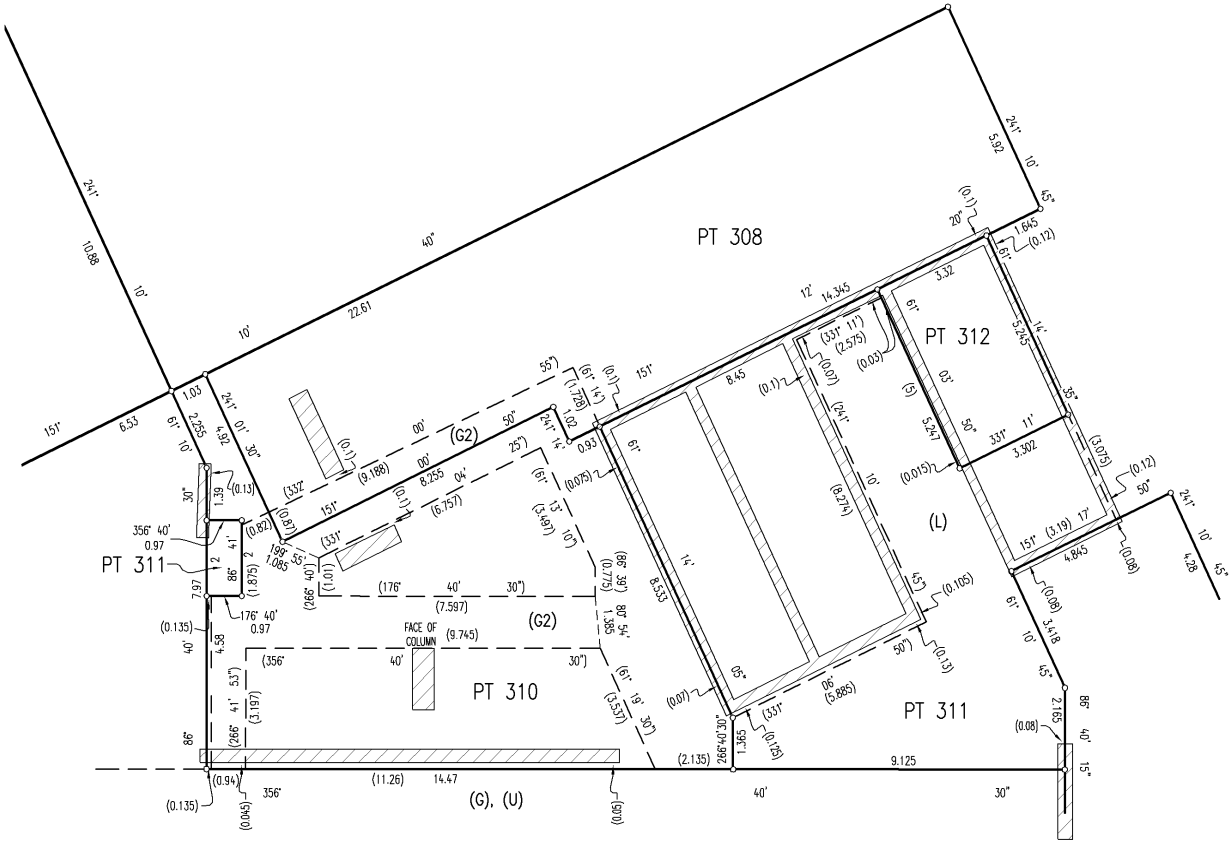

DIAGRAM 1
SCALE 1:100

EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL 6.0 AND RL 8.5
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 100	REGISTERED 21.5.2013	DP1181334

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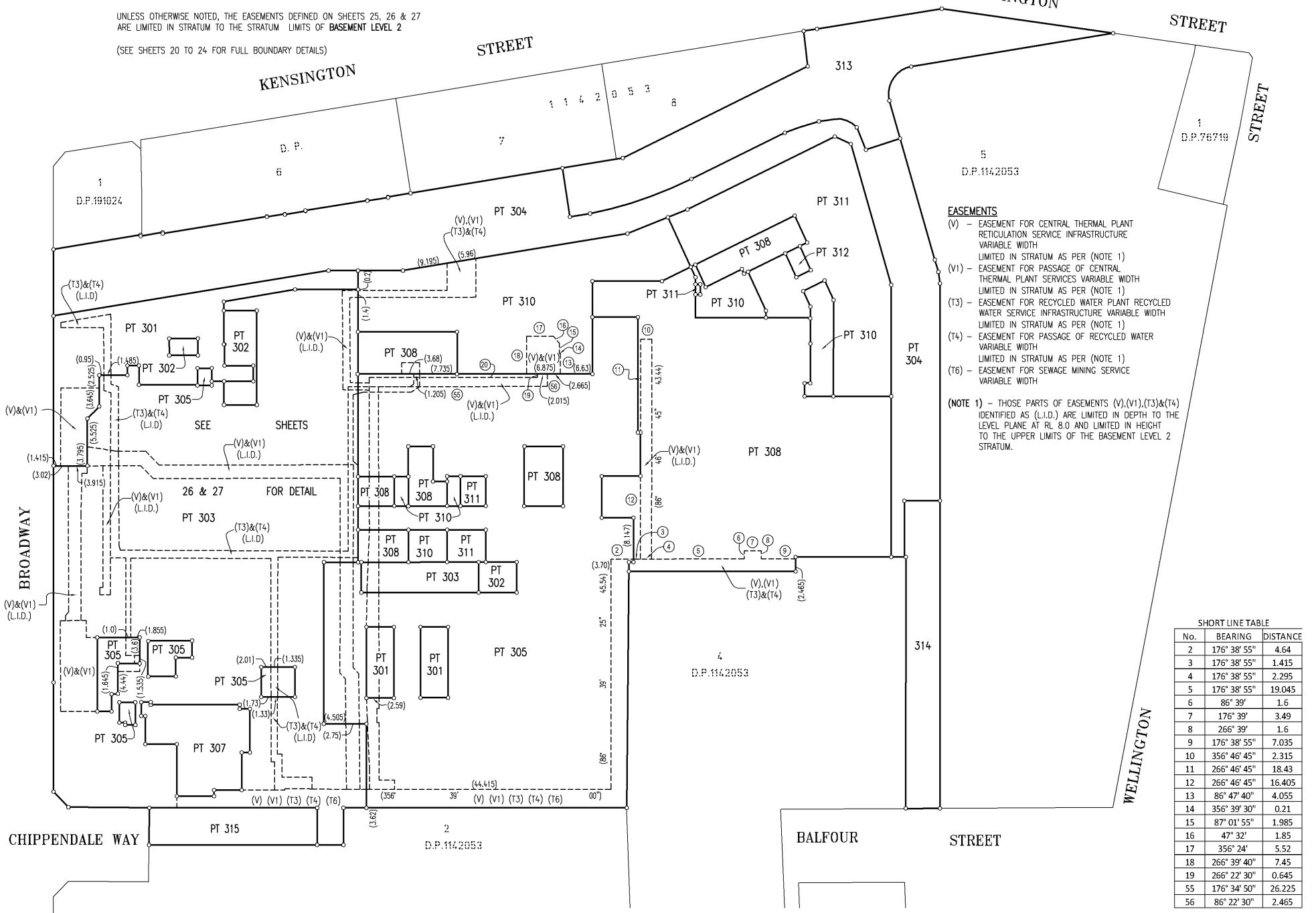
BASEMENT LEVEL 2 – ADDITIONAL SERVICE EASEMENTS

UNLESS OTHERWISE NOTED, THE EASEMENTS DEFINED ON SHEETS 25, 26 & 27 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **BASEMENT LEVEL 2**

(SEE SHEETS 20 TO 24 FOR FULL BOUNDARY DETAILS)

M.G.A.



EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(T6) – EASEMENT FOR SEWAGE MINING SERVICE VARIABLE WIDTH

(NOTE 1) – THOSE PARTS OF EASEMENTS (V),(V1),(T3)&(T4) IDENTIFIED AS (L.I.D.) ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 8.0 AND LIMITED IN HEIGHT TO THE UPPER LIMITS OF THE BASEMENT LEVEL 2 STRATUM.

SHORT LINE TABLE

No.	BEARING	DISTANCE
2	176° 38' 55"	4.64
3	176° 38' 55"	1.415
4	176° 38' 55"	2.295
5	176° 38' 55"	19.045
6	86° 39'	1.6
7	176° 39'	3.49
8	266° 39'	1.6
9	176° 38' 55"	7.035
10	356° 46' 45"	2.315
11	266° 46' 45"	18.43
12	266° 46' 45"	16.405
13	86° 47' 40"	4.055
14	356° 39' 30"	0.21
15	87° 01' 55"	1.985
16	47° 32'	1.85
17	356° 24'	5.52
18	266° 39' 40"	7.45
19	266° 22' 30"	0.645
55	176° 34' 50"	26.225
56	86° 22' 30"	2.465

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334
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Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:25 of 63
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BASEMENT LEVEL 2 – ADDITIONAL SERVICE EASEMENTS

UNLESS OTHERWISE NOTED, THE EASEMENTS DEFINED ON SHEETS 25, 26 & 27 AREA LIMITED IN STRATUM TO THE STRATUM LIMITS OF **BASEMENT LEVEL 2**

(SEE SHEET 20 TO 24 FOR FULL BOUNDARY DETAILS)

2
D.P.1142053

BROADWAY

CHIPPENDALE WAY

PT 315

PT 307

PT 305

PT 303

PT 301

PT 302

PT 304

PT 308

PT 310

PT 311

SEE DIAGRAM 2 SHEET No.27 FOR DETAIL

SEE DIAGRAM 1 SHEET No.27 FOR DETAIL

SHORT LINE TABLE

No.	BEARING	DISTANCE
20	356° 34' 50"	24.2
27	266° 34' 10"	16.665
33	267° 44' 45"	6.785
34	264° 31' 25"	4.28
35	263° 51' 15"	9.765
36	266° 39' 35"	4.055
37	176° 39'	5.155
38	86° 39' 35"	1.835
39	356° 44'	3.18
40	86° 34' 10"	11.35
41	356° 34' 10"	0.42
42	86° 47' 55"	2.845
43	176° 26' 10"	0.41
44	86° 34' 10"	2.05
45	86° 34' 10"	14.05
46	86° 34' 10"	6.785
51	86° 34' 10"	16.67
55	176° 34' 45"	26.225
68	266° 39' 40"	13.155
69	215° 34' 15"	1.29
77	266° 39' 40"	14.835
80	73° 56' 40"	1.005
81	86° 19' 50"	15.695
82	86° 30' 20"	2.895
83	86° 30' 20"	12.77
84	14° 12' 50"	1.56
85	86° 25' 40"	1.765
86	86° 25' 40"	12.085
87	347° 40' 55"	10.355
88	266° 47' 05"	1.04
89	176° 40'	8.755
90	266° 25' 40"	9.425
91	266° 25' 40"	3.02
92	194° 12' 50"	1.53
93	267° 14' 50"	11.34
94	267° 14' 50"	3.08
95	266° 38' 20"	18.21
96	266° 38' 20"	7.28
97	356° 38' 20"	2.185
98	86° 38' 20"	1.45
99	176° 38' 20"	0.685
100	86° 38' 20"	24.04
101	356° 32' 05"	1.695
102	356° 32' 05"	1.5
103	356° 32' 05"	3.22
104	266° 40' 30"	1.51
105	356° 53' 40"	1.125
106	267° 55' 05"	7.8
107	266° 38' 05"	21.29
108	176° 37'	1.06
109	266° 40' 30"	3.315
110	176° 40' 30"	2.27
111	356° 40' 30"	7.56
112	86° 37'	17.92
113	176° 37'	1.04
114	86° 37'	1.005
115	129° 10' 20"	0.965
116	86° 31' 50"	28.875

No.	BEARING	DISTANCE
149	266° 47' 30"	1.535
150	266° 42'	1.645
151	356° 39' 30"	4.505
152	176° 32' 05"	4.555
153	221° 02' 30"	3.595
157	223° 40' 55"	1.635
158	266° 02' 35"	8.89
159	266° 02' 35"	12.99
160	86° 02' 35"	12.99
161	86° 02' 35"	9.905
162	43° 40' 55"	1.695
163	86° 46' 35"	20.79
166	356° 36' 30"	1.065
167	41° 13' 50"	3.935
168	356° 32' 05"	5.565
169	356° 32' 05"	0.42
170	5° 05' 10"	1.255
171	5° 05' 10"	4.805
172	266° 40' 30"	7.655
173	356° 31' 40"	24.22
174	356° 31' 40"	1.7
175	266° 14' 50"	16.81
181	86° 14' 50"	19.61
182	176° 31' 40"	3.21
183	176° 31' 40"	18.335
184	86° 40' 30"	5.335
185	86° 41' 20"	15.69

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
117	87° 01' 25"	15.425	127	176° 40' 30"	6.76	137	86° 36' 50"	4.575
118	176° 55' 10"	7.87	128	176° 40' 30"	2.065	138	356° 36' 50"	0.94
119	176° 54'	3.18	129	86° 40' 30"	0.24	139	86° 49' 35"	11.29
120	176° 54'	1	130	176° 45' 35"	5.615	140	86° 49' 35"	5.905
121	176° 54'	28.775	131	177° 36' 05"	7.095	141	86° 49' 35"	21.71
122	266° 36' 50"	21.425	132	176° 39'	2.75	142	176° 54'	12.785
123	266° 36' 50"	5.905	133	176° 39'	1.34	145	266° 41' 20"	15.695
124	266° 36' 50"	12.805	134	176° 39'	0.64	146	267° 17' 20"	3.6
125	176° 36' 50"	0.71	135	86° 45' 35"	2.345	147	176° 40'	1.79
126	266° 36' 50"	5.625	136	356° 35' 35"	6.165	148	176° 40'	1.105

EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE1)

(T6) – EASEMENT FOR SEWAGE MINING SERVICE VARIABLE WIDTH

(NOTE 1) – THOSE PARTS OF EASEMENTS (V),(V1),(T3)&(T4) IDENTIFIED AS (L.I.D.) ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 8.0 AND LIMITED IN HEIGHT TO THE UPPER LIMITS OF THE BASEMENT LEVEL 2 STRATUM.

EASEMENT KEY

(S1) – DENOTES (V) & (V1) (L.I.D)

(S2) – DENOTES (T3) & (T4) (L.I.D)

Surveyor: TASY MORAITIS
Date of Survey: 18/01/2013
Surveyor's Ref: 080401 SL3–SUB

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

LGA: SYDNEY
Locality: CHIPPENDALE
Subdivision No: 19–2013
Lengths are in metres. Reduction Ratio 1: 250

REGISTERED 21.5.2013

DP1181334

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:26 of 63
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BASEMENT LEVEL 2 – ADDITIONAL SERVICE EASEMENTS

UNLESS OTHERWISE NOTED, THE EASEMENTS DEFINED ON SHEETS 25, 26 & 27 AREA LIMITED IN STRATUM TO THE STRATUM LIMITS OF **BASEMENT LEVEL 2**

(SEE SHEET 20 TO 24 FOR FULL BOUNDARY DETAILS)

M.G.A.

SHORT LINE TABLE

No.	BEARING	DISTANCE
20	356° 34' 50"	24.2
21	356° 34' 50"	1.205
22	356° 34' 50"	9.155
23	266° 34' 10"	1.065
24	266° 34' 10"	0.76
25	266° 34' 10"	0.665
26	266° 34' 10"	0.435
27	266° 34' 10"	16.665
51	86° 34' 10"	16.67
52	86° 34' 10"	1.1
53	176° 34' 45"	6.495
54	176° 34' 50"	1.94
55	176° 34' 45"	26.225
57	86° 52' 25"	2.22
58	176° 39' 30"	3.67
59	266° 40' 30"	2.225
60	266° 40' 30"	0.685
61	266° 40' 30"	1.82
62	324° 42' 40"	2.08
63	356° 34' 50"	6.67
64	356° 34' 50"	1.925
65	356° 34' 50"	1.16
66	344° 24' 15"	1.16
67	344° 24' 15"	1.03
68	266° 39' 40"	13.155
70	266° 40' 30"	0.69
71	266° 40' 30"	1.31
72	321° 39' 15"	0.9
73	356° 34' 50"	1.925
74	356° 34' 50"	2.29
75	356° 34' 50"	2.01
76	266° 39' 40"	0.595
77	266° 39' 40"	14.835
175	266° 14' 50"	16.81
176	177° 28' 40"	1.575
177	177° 28' 40"	2.29
178	357° 28' 40"	2.29
179	357° 28' 40"	2.01
180	357° 28' 40"	1.055
181	86° 14' 50"	19.61

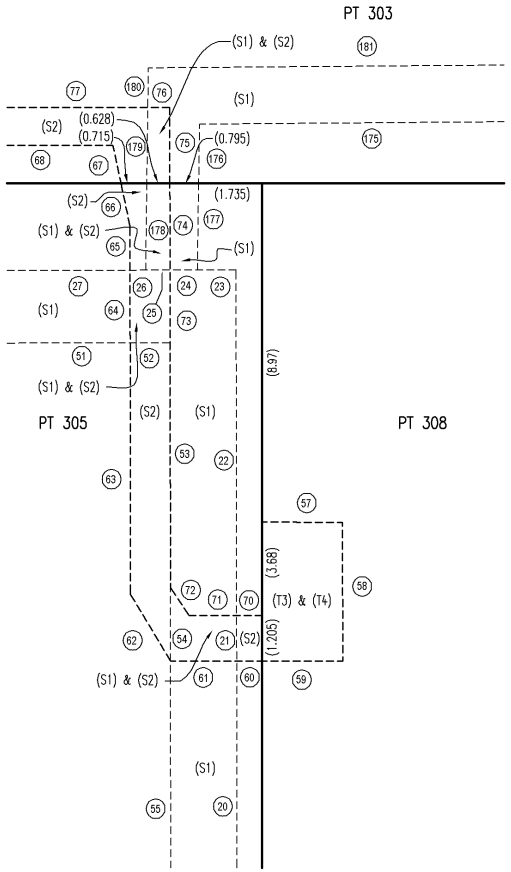

DIAGRAM 1
SCALE 1:100

SHORT LINE TABLE

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
27	266° 34' 10"	16.665	47	86° 34' 10"	6.005	143	176° 54'	2.695
28	266° 34' 10"	5.815	48	86° 34' 10"	6.39	144	176° 54'	0.97
29	266° 34' 10"	4.72	49	86° 34' 10"	4.72	154	266° 46' 35"	14.395
30	268° 52' 35"	6.395	50	86° 34' 10"	5.815	155	266° 46' 35"	1.25
31	269° 07' 25"	4.875	51	86° 34' 10"	16.67	156	266° 46' 35"	0.955
32	267° 44' 45"	1.13	78	266° 39' 40"	17.055	163	86° 46' 35"	20.79
33	267° 44' 45"	6.785	79	356° 54'	1.66	164	86° 46' 35"	0.94
46	86° 34' 10"	6.785	142	176° 54'	12.785	165	86° 46' 35"	18.31
						186	266° 39' 40"	17.05

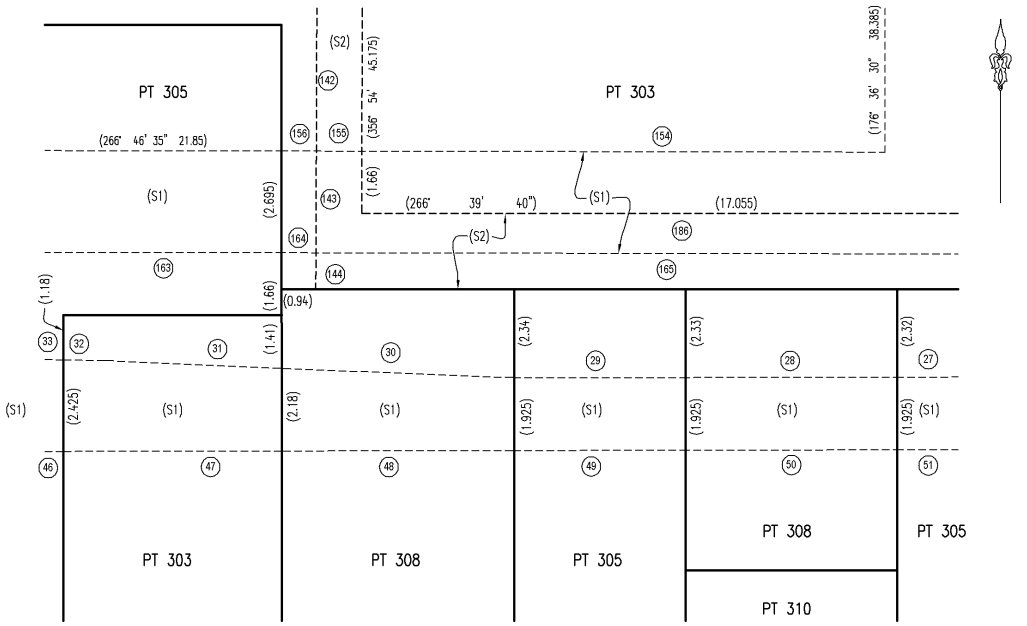

DIAGRAM 2
SCALE 1:100

EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE 1)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH LIMITED IN STRATUM AS PER (NOTE1)

(NOTE 1) – THOSE PARTS OF EASEMENTS (V),(V1),(T3)&(T4) IDENTIFIED AS (L.I.D.) ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 8.0 AND LIMITED IN HEIGHT TO THE UPPER LIMITS OF THE BASEMENT LEVEL 2 STRATUM.

EASEMENT KEY

(S1) – DENOTES (V) & (V1) (L.I.D)

(S2) – DENOTES (T3) & (T4) (L.I.D)

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 100	REGISTERED 21.5.2013	DP1181334

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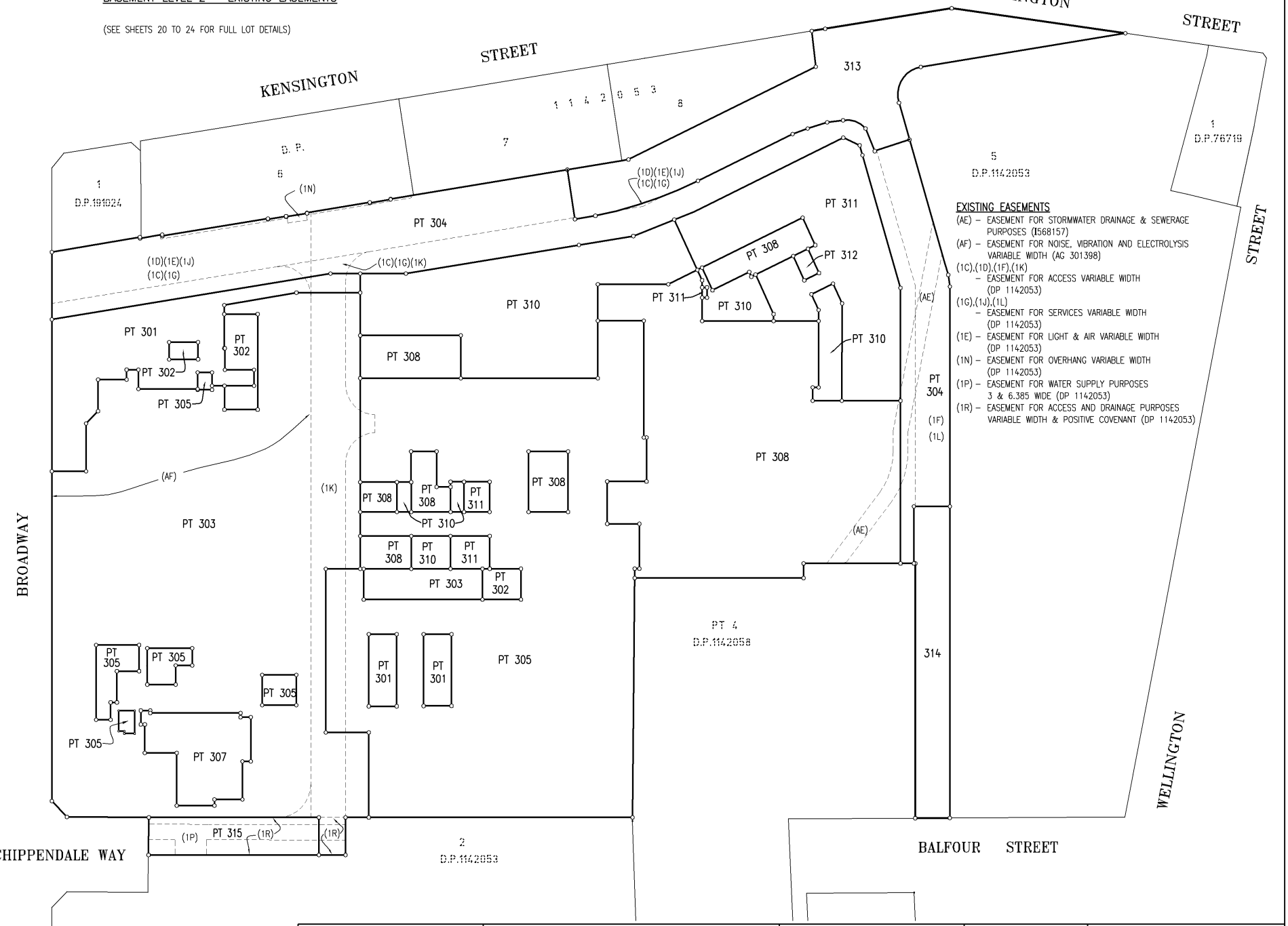
BASEMENT LEVEL 2 – EXISTING EASEMENTS

(SEE SHEETS 20 TO 24 FOR FULL LOT DETAILS)

M.G.A.



EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

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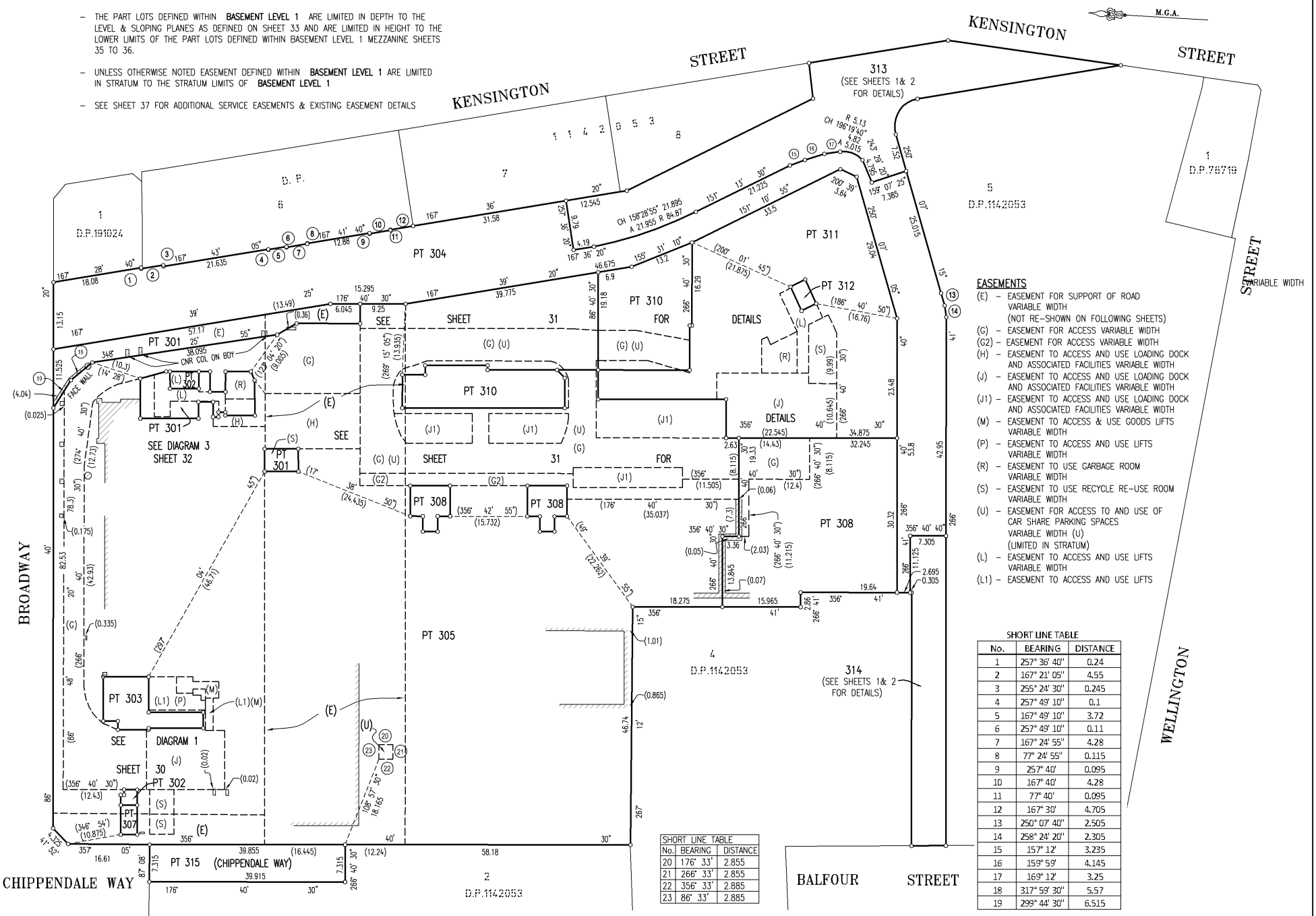
BASEMENT LEVEL 1 – SHEETS 29 TO 32

- THE PART LOTS DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 33 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 35 TO 36.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **BASEMENT LEVEL 1**
- SEE SHEET 37 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS



EASEMENTS

- (E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (NOT RE-SHOWN ON FOLLOWING SHEETS)
- (G) – EASEMENT FOR ACCESS VARIABLE WIDTH
- (G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
- (H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
- (J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
- (J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
- (M) – EASEMENT TO ACCESS & USE GOODS LIFTS VARIABLE WIDTH
- (P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (R) – EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH
- (S) – EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH
- (U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)
- (L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (L1) – EASEMENT TO ACCESS AND USE LIFTS

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	317° 59' 30"	5.57
19	299° 44' 30"	6.515

SHORT LINE TABLE

No.	BEARING	DISTANCE
20	176° 33'	2.855
21	266° 33'	2.855
22	356° 33'	2.885
23	86° 33'	2.885

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY
Date of Survey:	18/01/2013		Locality: CHIPPENDALE
Surveyor's Ref:	080401 SL3-SUB		Subdivision No: 19-2013
			Lengths are in metres. Reduction Ratio 1:500

REGISTERED 21.5.2013

DP1181334

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:29 of 63
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BASEMENT LEVEL 1 – SHEETS 29 TO 32

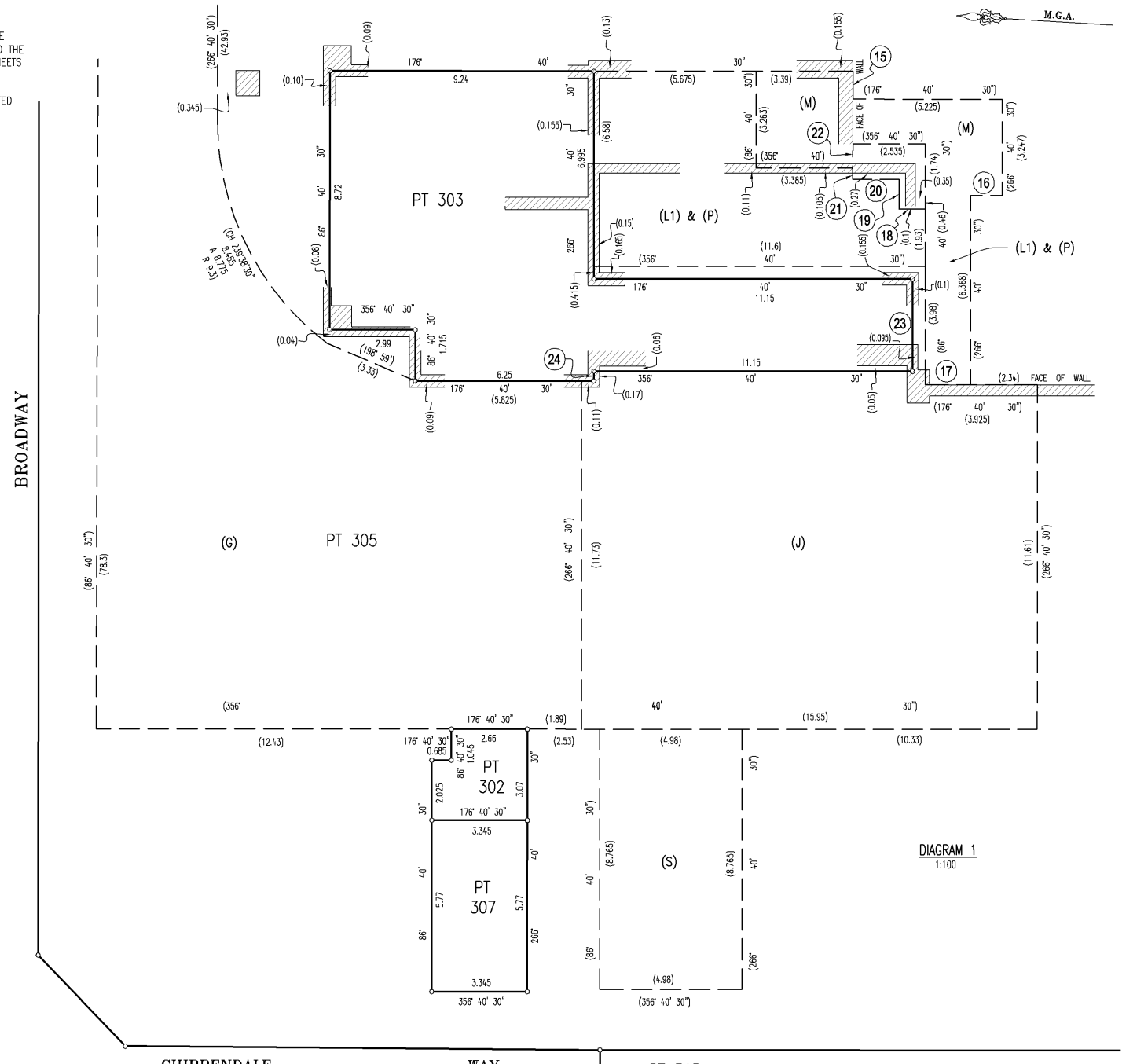
- THE PART LOTS DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 33 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 35 TO 36.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **BASEMENT LEVEL 1**
- SEE SHEET 37 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
(M) – EASEMENT TO ACCESS & USE GOODS LIFTS VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(S) – EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

SHORT LINE TABLE

No.	BEARING	DISTANCE
15	86° 42' 50"	0.94
16	356° 40' 30"	1.105
17	176° 40' 30"	1.585
18	176° 40' 30"	0.925
19	266° 40' 30"	1.01
20	176° 40' 30"	1.615
21	266° 42' 50"	0.375
22	266° 42' 50"	0.815
23	86° 40' 30"	3.115
24	86° 40' 30"	0.33



Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19-2013 Lengths are in metres. Reduction Ratio 1: NTS	REGISTERED 21.5.2013	DP1181334

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:30 of 63
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BASEMENT LEVEL 1 – SHEETS 29 TO 32

– THE PART LOTS DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 33 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 35 TO 36.

– UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **BASEMENT LEVEL 1**

– SEE SHEET 37 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

EASEMENTS

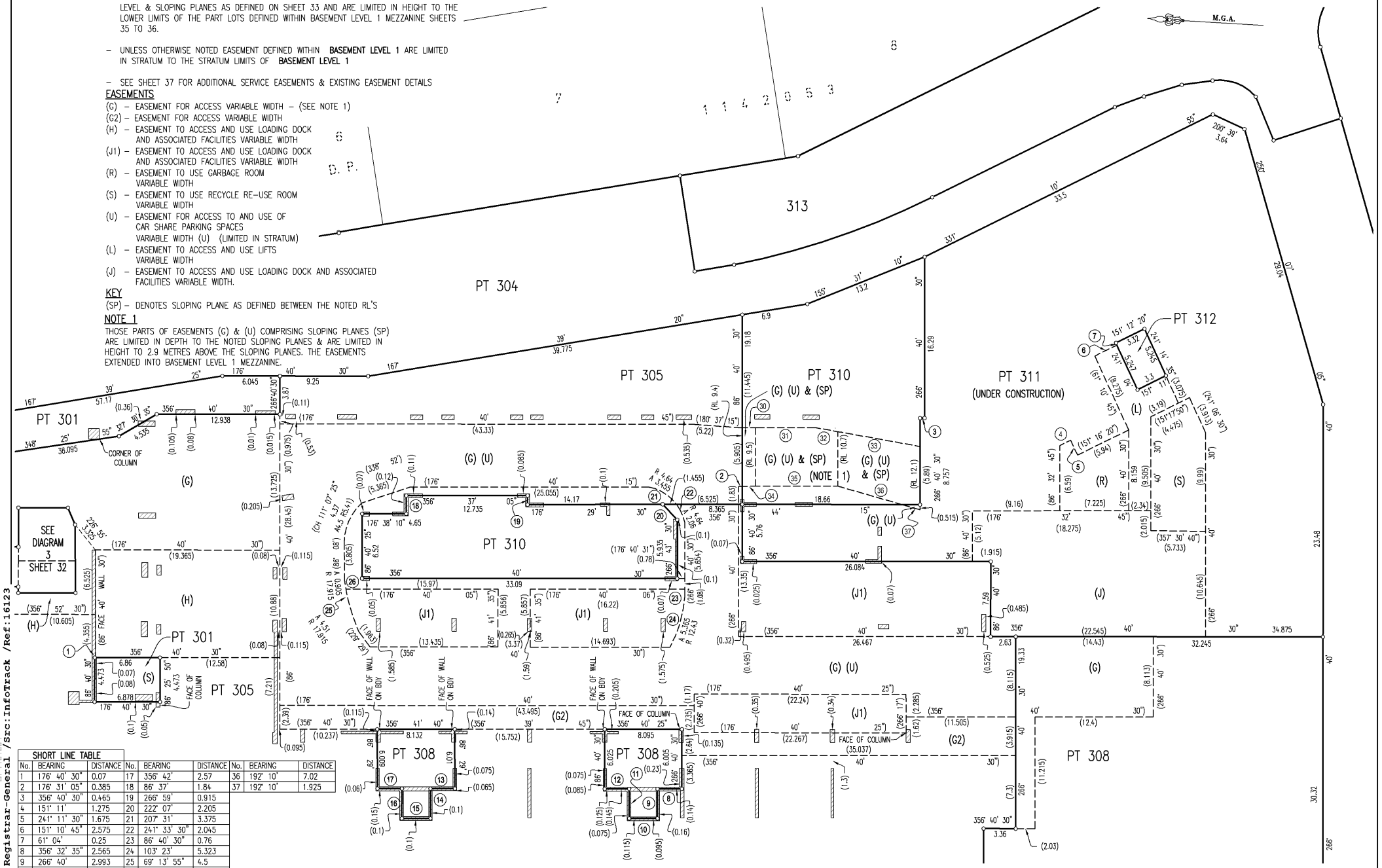
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH – (SEE NOTE 1)
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
(H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
(J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
(R) – EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH
(S) – EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH
(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH.

KEY

(SP) – DENOTES SLOPING PLANE AS DEFINED BETWEEN THE NOTED RL'S

NOTE 1

THOSE PARTS OF EASEMENTS (G) & (U) COMPRISING SLOPING PLANES (SP) ARE LIMITED IN DEPTH TO THE NOTED SLOPING PLANES & ARE LIMITED IN HEIGHT TO 2.9 METRES ABOVE THE SLOPING PLANES. THE EASEMENTS EXTENDED INTO BASEMENT LEVEL 1 MEZZANINE.



SHORT LINE TABLE								
No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	176° 40' 30"	0.07	17	356° 42'	2.57	36	192° 10'	7.02
2	176° 31' 05"	0.385	18	86° 37'	1.84	37	192° 10'	1.925
3	356° 40' 30"	0.465	19	266° 59'	0.915			
4	151° 11'	1.275	20	222° 07'	2.205			
5	241° 11' 30"	1.675	21	207° 31'	3.375			
6	151° 10' 45"	2.575	22	241° 33' 30"	2.045			
7	61° 04'	0.25	23	86° 40' 30"	0.76			
8	356° 32' 35"	2.565	24	103° 23'	5.323			
9	266° 40'	2.993	25	69° 13' 55"	4.5			
10	356° 47'	2.975	26	77° 54'	0.905			
11	86° 40'	2.98	30	176° 30' 40"	1.405			
12	356° 32' 35"	2.555	31	176° 30' 40"	6.325			
13	356° 42'	2.56	32	186° 29'	2.34			
14	266° 42'	3.008	33	186° 29'	8.755			
15	356° 45'	3.005	34	176° 31'	1.405			
16	86° 42'	3.005	35	176°31'	8.63			

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA:	SYDNEY	REGISTERED
Date of Survey:	18/01/2013		Locality:	CHIPPENDALE	21.5.2013
Surveyor's Ref:	080401 SL3-SUB		Subdivision No:	19–2013	DP1181334
			Lengths are in metres. Reduction Ratio 1: 250		

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 31–32 B1.dwg

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:31 of 63
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BASEMENT LEVEL 1 – SHEETS 29 TO 32

- THE PART LOTS DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 33 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 35 TO 36.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN **BASEMENT LEVEL 1** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **BASEMENT LEVEL 1**
- SEE SHEET 37 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
(R) – EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

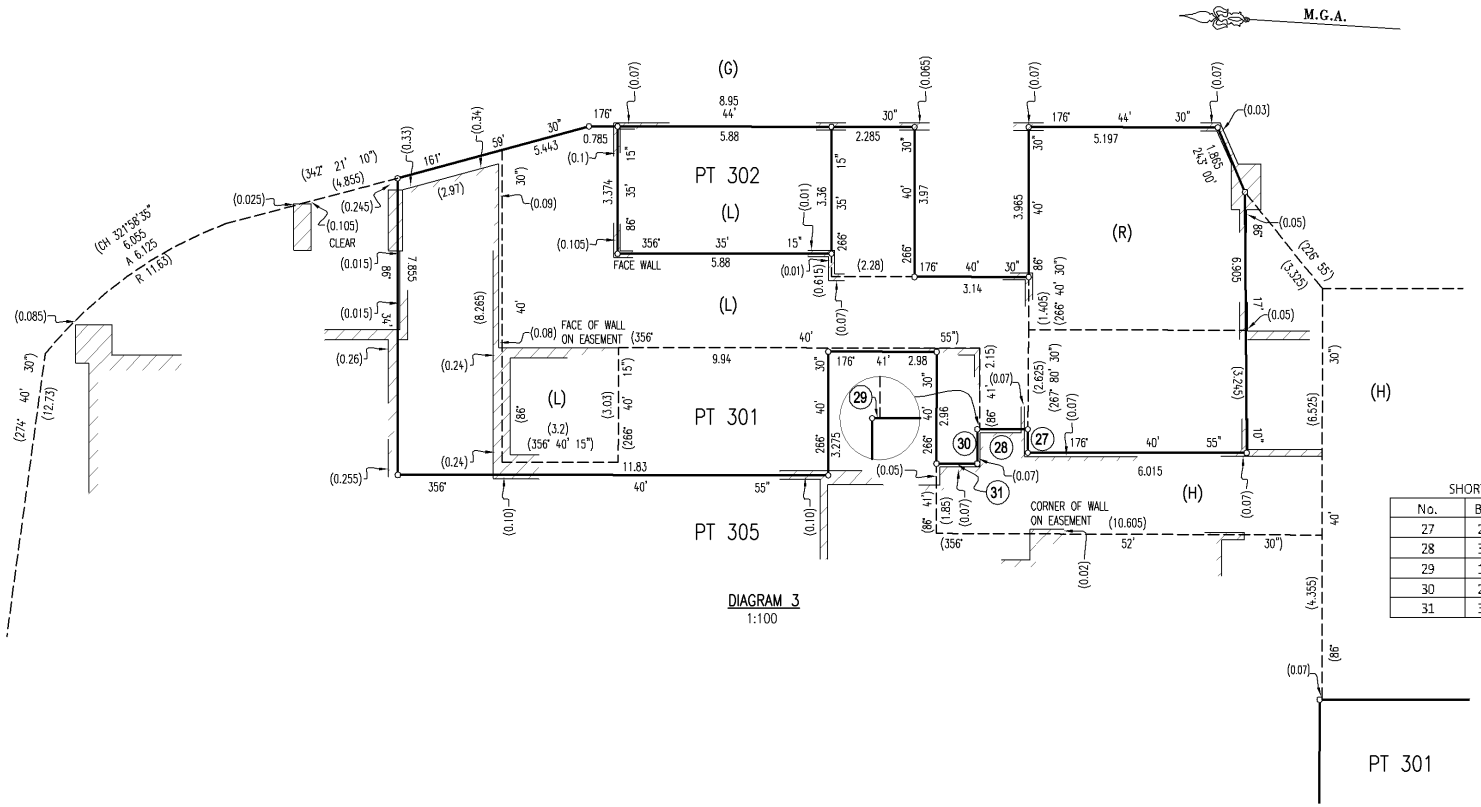

DIAGRAM 3
1:100

SHORT LINE TABLE

No.	BEARING	DISTANCE
27	266° 41'	0.62
28	356° 41'	1.39
29	176° 41'	0.07
30	266° 41'	0.91
31	356° 41'	1.12

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: NTS	REGISTERED 21.5.2013	DP1181334

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 31–32 B1.dwg

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BASEMENT LEVEL 1 – HORIZONTAL BOUNDARY DETAIL SHEET

THIS SHEET DETAILS THE HORIZONTAL BOUNDARIES BETWEEN BASEMENT LEVEL 1 AND BASEMENT LEVEL 2. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 2.

NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 29 TO 32 ARE DIMENSIONED ON THIS SHEET.

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE SLAB

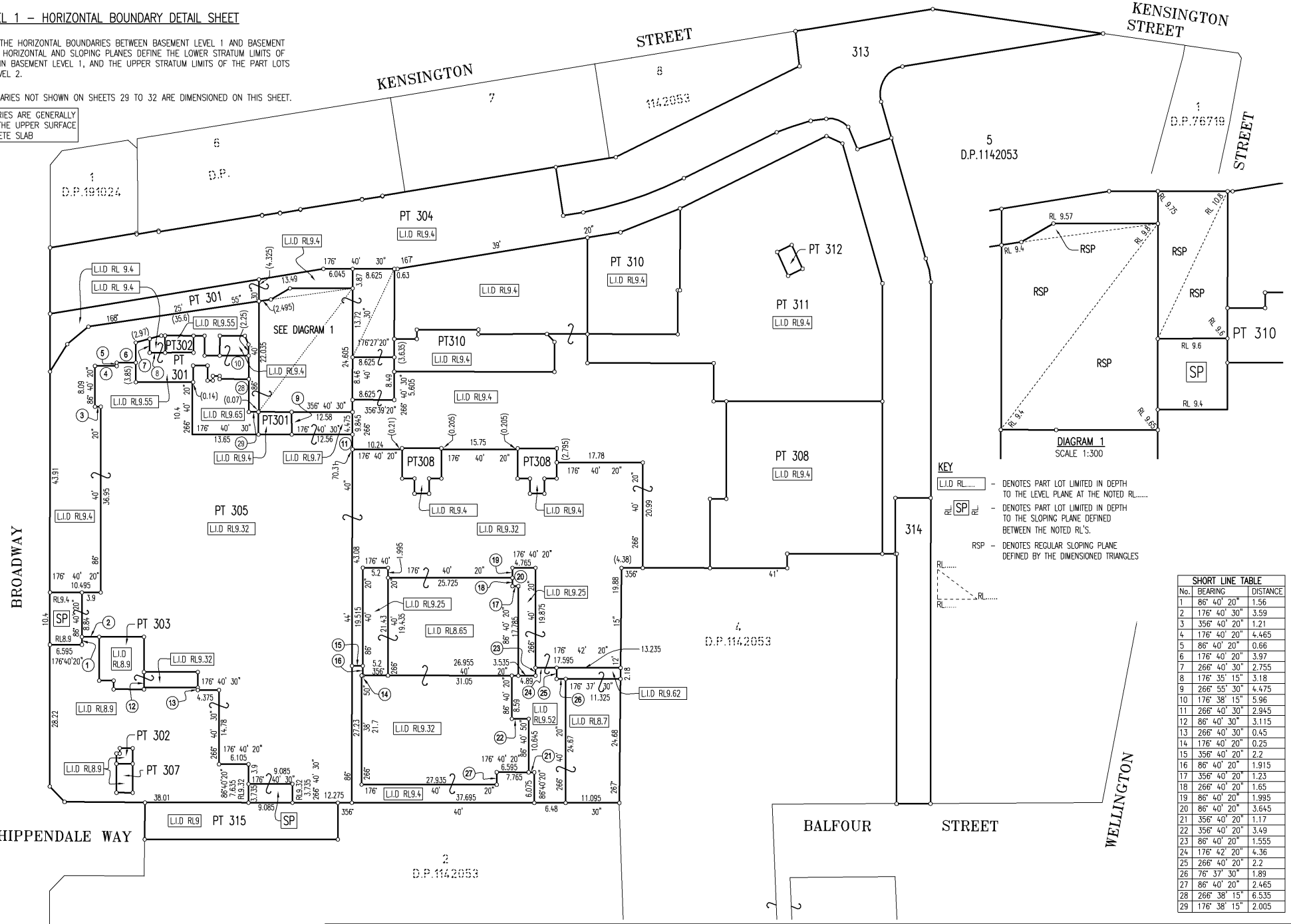

DIAGRAM 1
SCALE 1:300

KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL.....

RL SP RL – DENOTES PART LOT LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BETWEEN THE NOTED RL'S.

RSP – DENOTES REGULAR SLOPING PLANE DEFINED BY THE DIMENSIONED TRIANGLES

RL.....
RL.....
RL.....

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	86° 40' 20"	1.56
2	176° 40' 30"	3.59
3	356° 40' 20"	1.21
4	176° 40' 20"	4.465
5	86° 40' 20"	0.66
6	176° 40' 20"	3.97
7	266° 40' 30"	2.755
8	176° 35' 15"	3.18
9	266° 55' 30"	4.475
10	176° 38' 15"	5.96
11	266° 40' 30"	2.945
12	86° 40' 30"	3.115
13	266° 40' 30"	0.45
14	176° 40' 20"	0.25
15	356° 40' 20"	2.2
16	86° 40' 20"	1.915
17	356° 40' 20"	1.23
18	266° 40' 20"	1.65
19	86° 40' 20"	1.995
20	86° 40' 20"	3.645
21	356° 40' 20"	1.17
22	356° 40' 20"	3.49
23	86° 40' 20"	1.555
24	176° 42' 20"	4.36
25	266° 40' 20"	2.2
26	76° 37' 30"	1.89
27	86° 40' 20"	2.465
28	266° 38' 15"	6.535
29	176° 38' 15"	2.005

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19-2013 Lengths are in metres. Reduction Ratio 1:500(A2)	REGISTERED 21.5.2013	DP1181334
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10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

x:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 33 B1 (HBD).dwg

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:33 of 63
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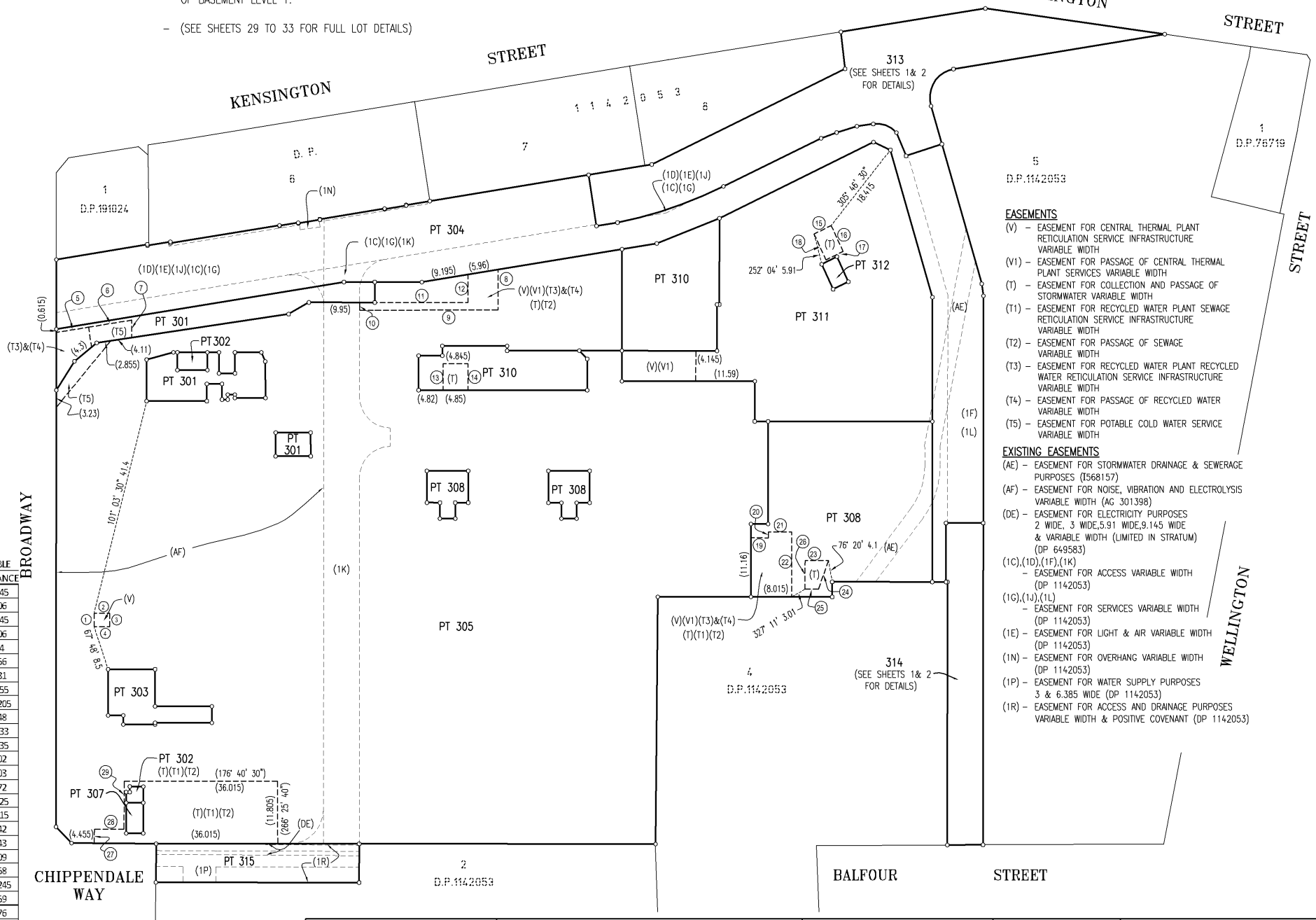
BASEMENT LEVEL 1– ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENTS

- THE EASEMENTS DEFINED ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 1.
- (SEE SHEETS 29 TO 33 FOR FULL LOT DETAILS)



EASEMENTS

- (V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
- (V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH
- (T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH
- (T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
- (T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
- (T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
- (T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
- (T5) – EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH

EXISTING EASEMENTS

- (AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (T568157)
- (AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
- (DE) – EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE,5.91 WIDE,9.145 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM) (DP 649583)
- (1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
- (1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
- (1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
- (1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
- (1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
- (1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

SHORT EASEMENT LINE TABLE

No.	BEARING	DISTANCE
1	86° 40'	2.545
2	176° 40'	3.06
3	266° 40'	2.545
4	356° 40'	3.06
5	167° 50'	6.4
6	167° 33'	8.56
7	266° 13'	3.31
8	266° 40' 30"	7.655
9	356° 31' 40"	27.205
10	86° 40'	1.48
11	176° 44' 50"	18.33
12	86° 40' 30"	5.335
13	86° 41'	5.02
14	86° 37'	5.03
15	151° 09'	3.72
16	241° 11'	5.425
17	331° 11'	3.715
18	61° 11'	5.42
19	176° 56'	3.43
20	85° 58'	1.09
21	176° 35'	4.58
22	266° 35' 40"	12.245
23	176° 41'	4.59
24	286° 40'	5.76
25	356° 41'	2.625
26	86° 41'	5.41
27	87° 04' 15"	2.635
28	176° 40'	5.83
29	86° 40' 30"	9.08

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA:	SYDNEY	REGISTERED
Date of Survey:	18/01/2013		Locality:	CHIPPENDALE	21.5.2013
Surveyor's Ref:	080401 SL3–SUB		Subdivision No:	19–2013	DP1181334
			Lengths are in metres. Reduction Ratio 1:500		

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 34 B1 EASE.dwg

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BASEMENT LEVEL 1 MEZZANINE – SHEETS 35 TO 36

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 12.4, EXCEPT FOR THOSE PARTS OF LOT 301 & LOT 310 OTHERWISE NOTED, AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN GROUND LEVEL SHEETS 38 TO 43.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 1 MEZZANINE.
- SEE SHEET 37 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

M.G.A.

EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (NOT RE-SHOWN ON SHEET 36)
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
(H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
(J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
(J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(M) – EASEMENT TO ACCESS & USE GOODS LIFTS VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)

KENSINGTON STREET
BROADWAY
CHIPPENDALE WAY
(CHIPPENDALE WAY) PT 315
BALFOUR STREET
WELLINGTON STREET
313 (SEE SHEETS 1& 2 FOR DETAILS)
314 (SEE SHEETS 1& 2 FOR DETAILS)
D.P.191024
D.P.1142053
PT 301 LP RL 12.7 SEE SHEET 36 FOR DETAIL
PT 302
PT 303
PT 304
PT 305
PT 308
PT 310 LP RL 12.55
PT 311
PT 312
SEE (G) (U) SHEET 36 FOR DETAIL
SEE DIAGRAM

DIAGRAM NOT TO SCALE

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	266° 40' 30"	11.61
19	356° 40' 30"	15.95
20	356° 40' 30"	16.98
21	266° 40' 30"	11.73
22	239° 38' 30"	8.455 A8.775 R9.3
23	198° 59'	3.33
24	176° 40' 30"	6.25
25	176° 40' 30"	4.375

SHORT LINE TABLE

No.	BEARING	DISTANCE
26	176° 33'	2.855
27	266° 33'	2.855
28	356° 33'	2.885
29	86° 33'	2.885

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY
Date of Survey:	18/01/2013		Locality: CHIPPENDALE
Surveyor's Ref:	080401 SL3-SUB		Subdivision No: 19-2013
			Lengths are in metres. Reduction Ratio 1:500

REGISTERED 21.5.2013

DP1181334

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

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BASEMENT LEVEL 1 MEZZANINE – SHEETS 35 TO 36

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 12.4, EXCEPT FOR THOSE PARTS OF LOT 301 & LOT 310 OTHERWISE NOTED, AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN GROUND LEVEL SHEETS 38 TO 43.
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 1 MEZZANINE.
- SEE SHEET 37 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

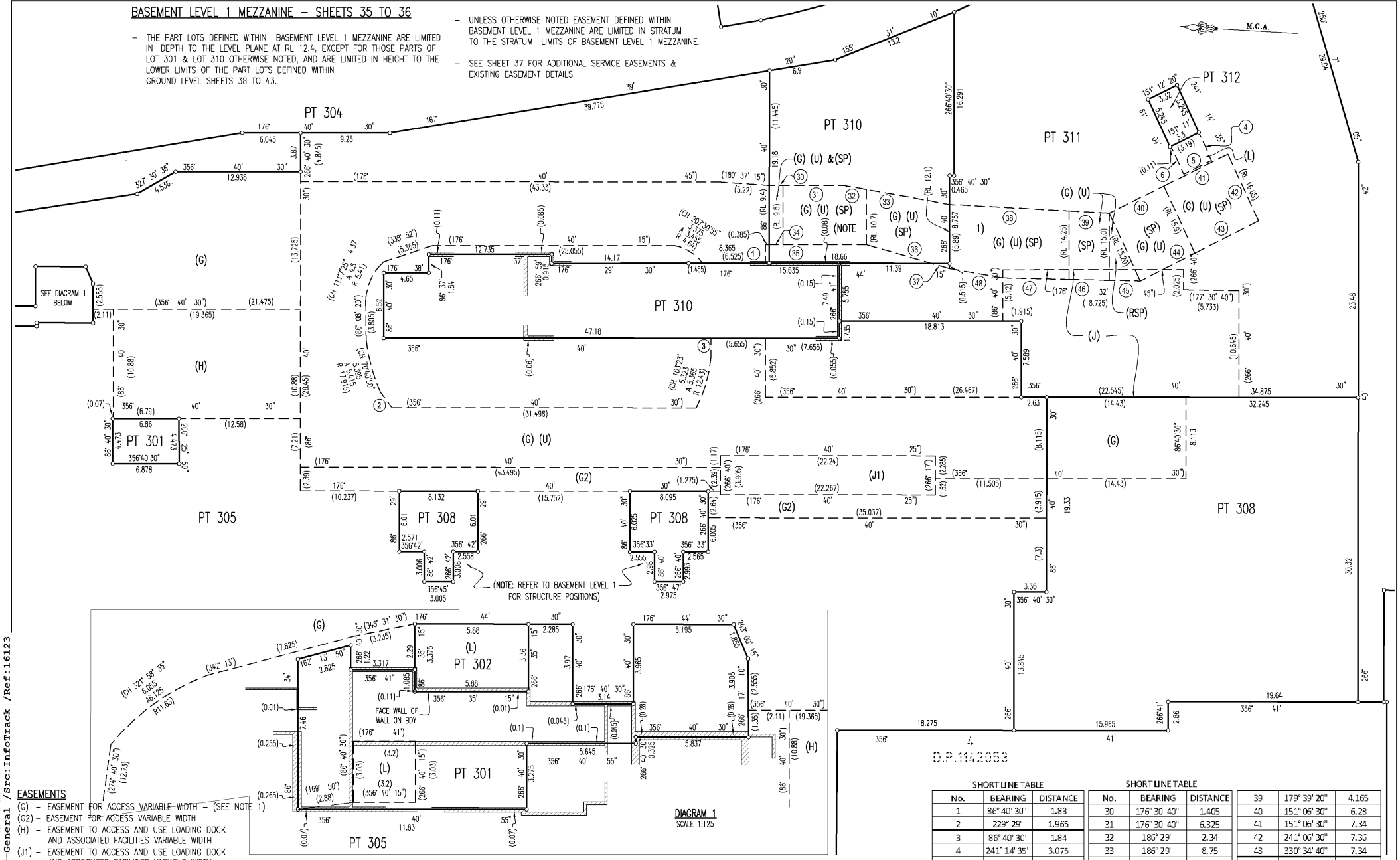

DIAGRAM 1
SCALE 1:125

EASEMENTS

- (G) – EASEMENT FOR ACCESS VARIABLE WIDTH – (SEE NOTE 1)
- (G2) – EASEMENT FOR ACCESS VARIABLE WIDTH
- (H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
- (J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH
- (L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)
- (J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH

(NOTE 1)
THOSE PARTS OF EASEMENTS (G) & (U) COMPRISING SLOPING PLANES (SP) AND REGULAR SLOPING PLANE (RSP) ARE LIMITED IN DEPTH TO THE NOTED SLOPING AND REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 2.9 METRES ABOVE THOSE PLANES. THE EASEMENTS EXTEND INTO BASEMENT 1 AND GROUND LEVELS

KEY

(SP) – SLOPING PLANE AS DEFINED BETWEEN THE NOTED RL'S
(RSP) – REGULAR SLOPING PLANE DEFINED BY THE DIMENSION TRIANGLE

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	86° 40' 30"	1.83
2	229° 29'	1.965
3	86° 40' 30'	1.84
4	241° 14' 35'	3.075
5	331° 18'	3.19
6	61° 14'	3.07

SHORT LINE TABLE

No.	BEARING	DISTANCE
30	176° 30' 40"	1.405
31	176° 30' 40"	6.325
32	186° 29'	2.34
33	186° 29'	8.75
34	176° 31'	1.405
35	176° 31'	8.63
36	192° 10'	7.02
37	192° 10'	1.93
38	179° 39' 20"	12.385

No.	BEARING	DISTANCE
39	179° 39' 20"	4.165
40	151° 06' 30"	6.28
41	151° 06' 30"	7.34
42	241° 06' 30"	7.36
43	330° 34' 40"	7.34
44	330° 34' 40"	6.28
45	357° 54' 15"	3.23
46	357° 54' 15"	4.16
47	357° 54' 15"	6.855
48	6° 01'	5.595

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY
Date of Survey:	18/01/2013		Locality: CHIPPENDALE
Surveyor's Ref:	080401 SL3–SUB		Subdivision No: 19–2013
			Lengths are in metres. Reduction Ratio 1: 250

REGISTERED 21.5.2013

DP1181334

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 36 B1 MEZZ.dwg

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:36 of 63
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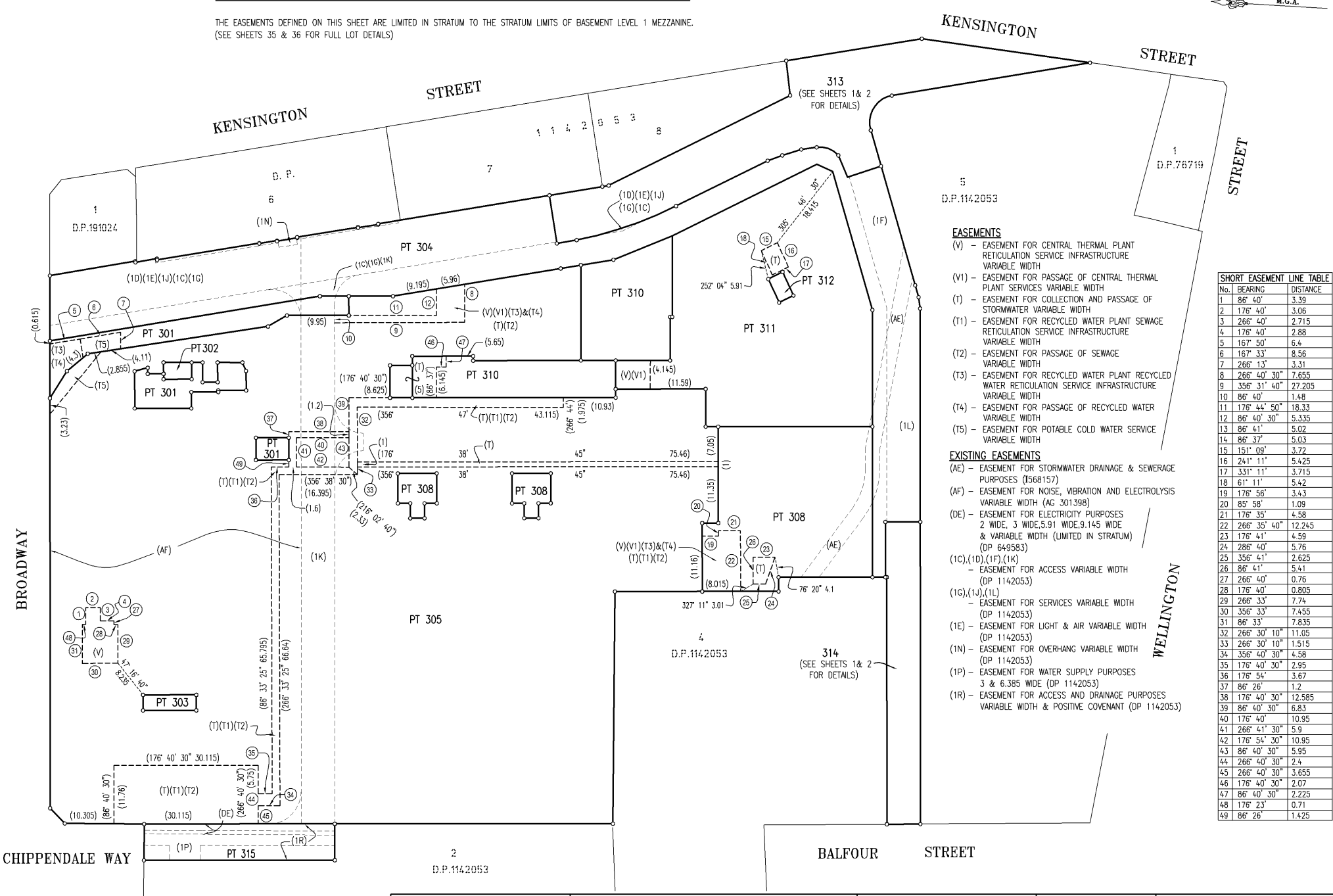
BASEMENT LEVEL 1 MEZZANINE – ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENTS

THE EASEMENTS DEFINED ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 1 MEZZANINE.
(SEE SHEETS 35 & 36 FOR FULL LOT DETAILS)



EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH

(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH

(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH

(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH

(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH

(T5) – EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(DE) – EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE,5.91 WIDE,9.145 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM) (DP 649583)

(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)

(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)

(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)

(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)

(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)

(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

SHORT EASEMENT LINE TABLE

No.	BEARING	DISTANCE
1	86° 40'	3.39
2	176° 40'	3.06
3	266° 40'	2.715
4	176° 40'	2.88
5	167° 50'	6.4
6	167° 33'	8.56
7	266° 13'	3.31
8	266° 40' 30"	7.655
9	356° 31' 40"	27.205
10	86° 40'	1.48
11	176° 44' 50"	18.33
12	86° 40' 30"	5.335
13	86° 41'	5.02
14	86° 37'	5.03
15	151° 09'	3.72
16	241° 11'	5.425
17	331° 11'	3.715
18	61° 11'	5.42
19	176° 56'	3.43
20	85° 58'	1.09
21	176° 35'	4.58
22	266° 35' 40"	12.245
23	176° 41'	4.59
24	286° 40'	5.76
25	356° 41'	2.625
26	86° 41'	5.41
27	266° 40'	0.76
28	176° 40'	0.805
29	266° 33'	7.74
30	356° 33'	7.455
31	86° 33'	7.835
32	266° 30' 10"	11.05
33	266° 30' 10"	1.515
34	356° 40' 30"	4.58
35	176° 40' 30"	2.95
36	176° 54'	3.67
37	86° 26'	1.2
38	176° 40' 30"	12.585
39	86° 40' 30"	6.83
40	176° 40'	10.95
41	266° 41' 30"	5.9
42	176° 54' 30"	10.95
43	86° 40' 30"	5.95
44	266° 40' 30"	2.4
45	266° 40' 30"	3.655
46	176° 40' 30"	2.07
47	86° 40' 30"	2.225
48	176° 23'	0.71
49	86° 26'	1.425

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19-2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334
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10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:37 of 63
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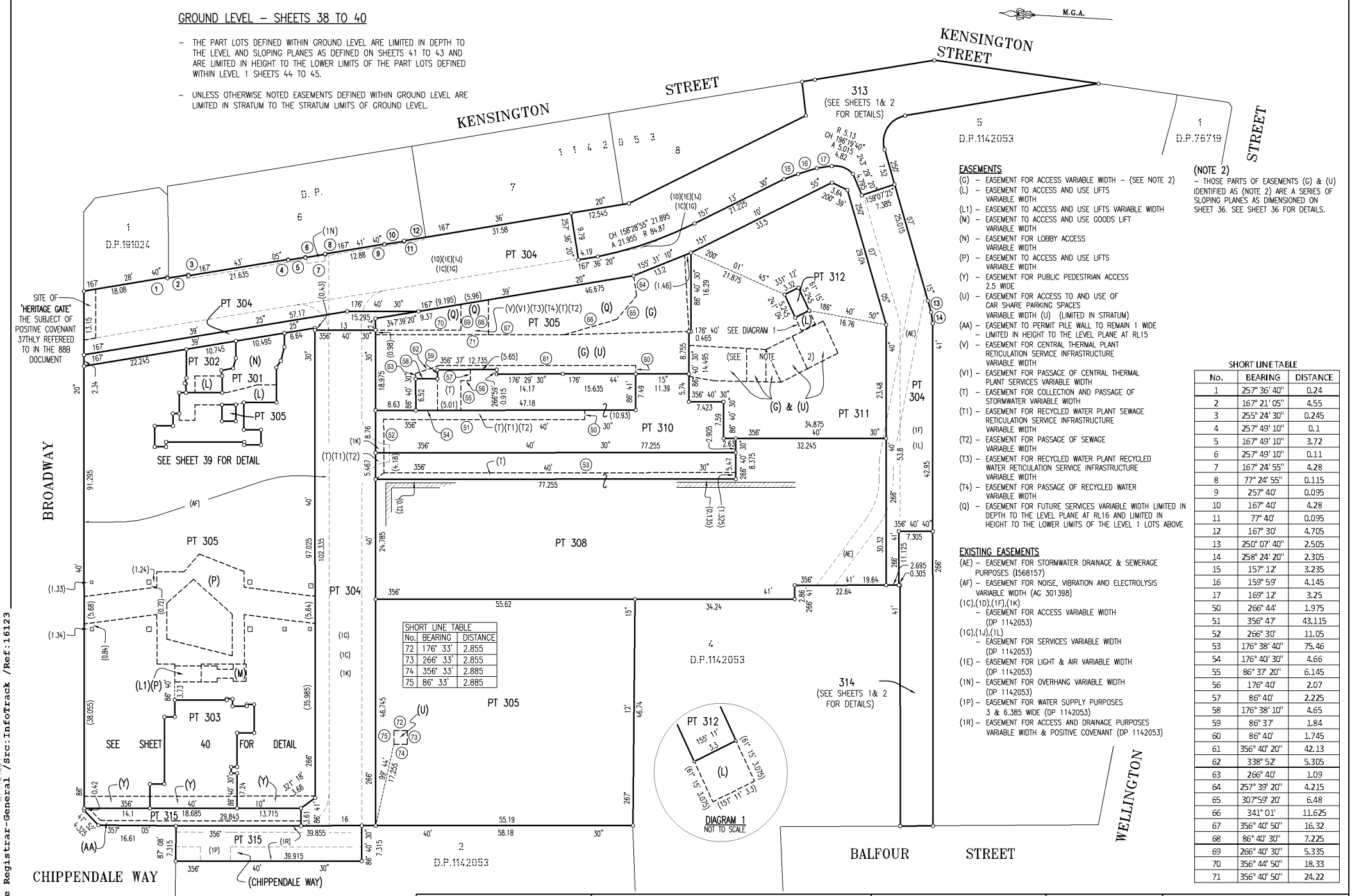
GROUND LEVEL – SHEETS 38 TO 40

- THE PART LOTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES AS DEFINED ON SHEETS 41 TO 43 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 1 SHEETS 44 TO 45.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF GROUND LEVEL.



EASEMENTS

- (G) – EASEMENT FOR ACCESS VARIABLE WIDTH – (SEE NOTE 2)
- (L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
- (N) – EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH
- (P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (Y) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE
- (U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)
- (AA) – EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE – LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL15
- (V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
- (V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH
- (T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH
- (T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
- (T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
- (T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
- (T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
- (Q) – EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE AT RL16 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 1 LOTS ABOVE

EXISTING EASEMENTS

- (AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
- (AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
- (1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
- (1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
- (1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
- (1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
- (1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
- (1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

(NOTE 2) – THOSE PARTS OF EASEMENTS (G) & (U) IDENTIFIED AS (NOTE 2) ARE A SERIES OF SLOPING PLANES AS DIMENSIONED ON SHEET 36. SEE SHEET 36 FOR DETAILS.

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
50	266° 44'	1.975
51	356° 47'	43.115
52	266° 30'	11.05
53	176° 38' 40"	75.46
54	176° 40' 30"	4.66
55	86° 37' 20"	6.145
56	176° 40'	2.07
57	86° 40'	2.225
58	176° 38' 10"	4.65
59	86° 37'	1.84
60	86° 40'	1.745
61	356° 40' 20"	42.13
62	338° 52'	5.305
63	266° 40'	1.09
64	257° 39' 20"	4.215
65	307° 59' 20"	6.48
66	341° 01'	11.625
67	356° 40' 50"	16.32
68	86° 40' 30"	7.225
69	266° 40' 30"	5.335
70	356° 44' 50"	18.33
71	356° 40' 50"	24.22

SHORT LINE TABLE

No.	BEARING	DISTANCE
72	176° 33'	2.855
73	266° 33'	2.855
74	356° 33'	2.885
75	86° 33'	2.885

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY
Date of Survey:	18/01/2013		Locality: CHIPPENDALE
Surveyor's Ref:	080401 SL3-SUB		Subdivision No: 19–2013
			Lengths are in metres. Reduction Ratio 1:500

REGISTERED 21.5.2013

DP1181334

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

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Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:38 of 63
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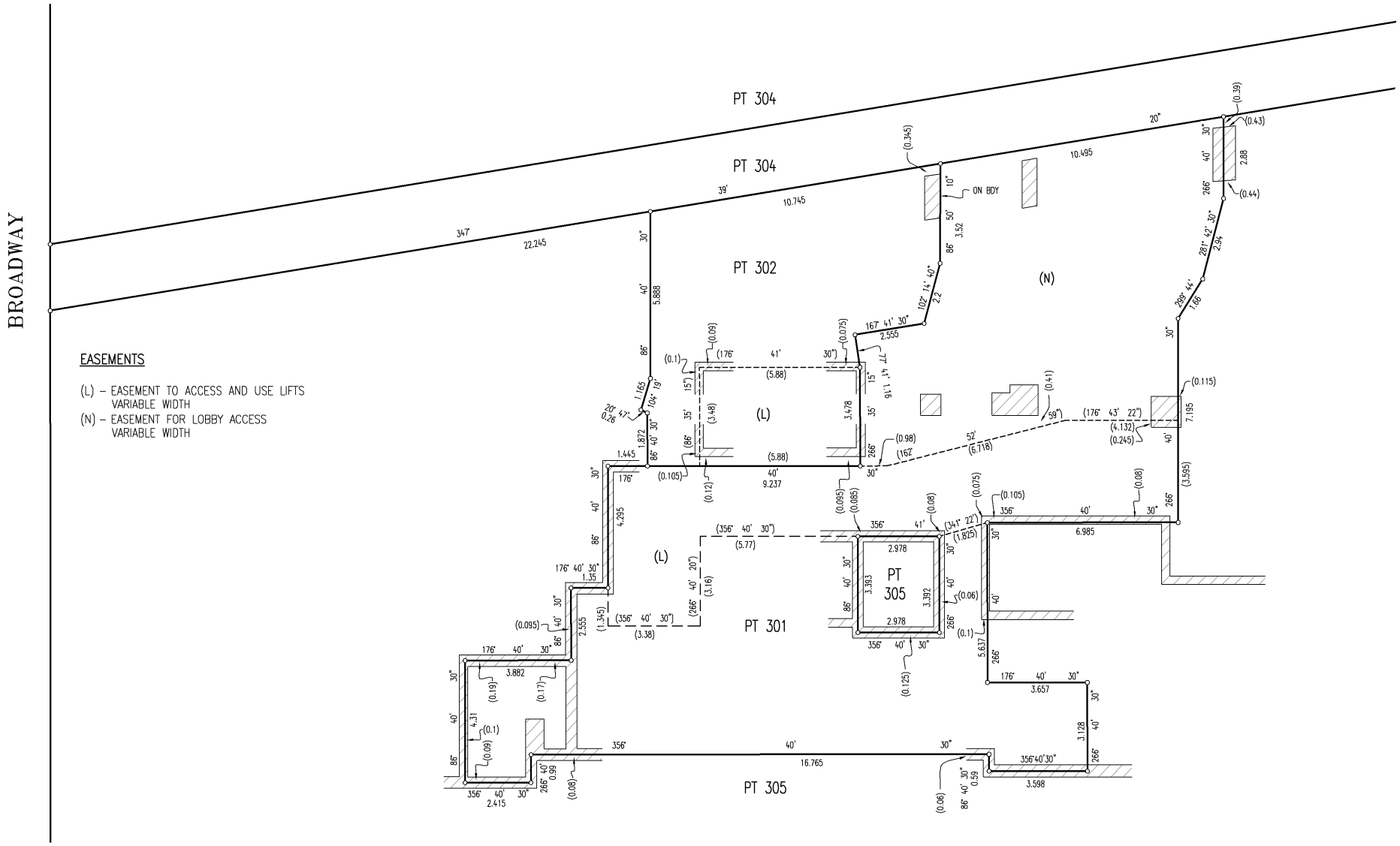
GROUND LEVEL – SHEETS 38 TO 40

- THE PART LOTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES AS DEFINED ON SHEETS 41 TO 43 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 1 SHEETS 44 TO 45.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF GROUND LEVEL.

M.G.A.



Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 100	REGISTERED 21.5.2013	DP1181334

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GROUND LEVEL – SHEETS 38 TO 40

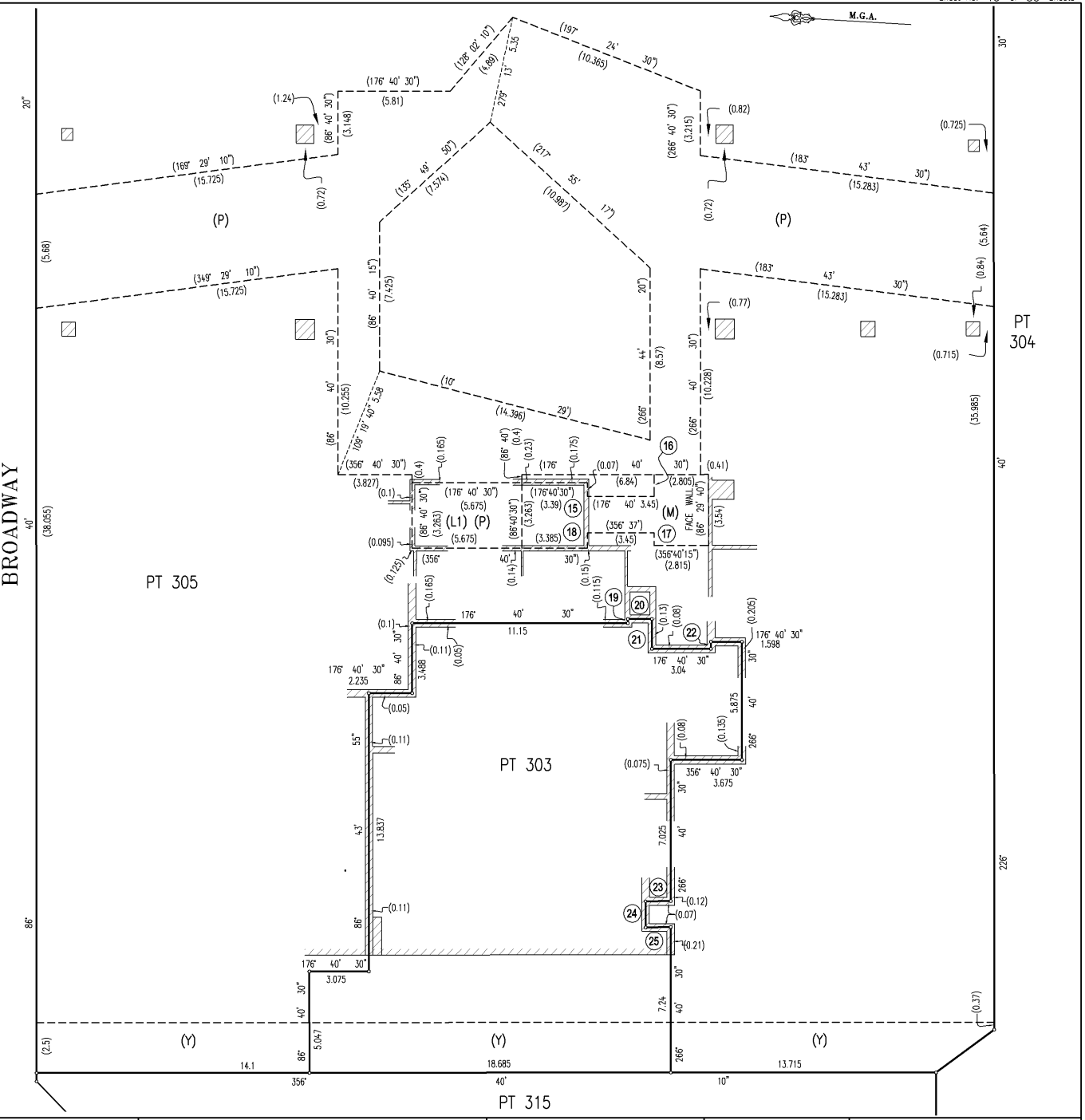
- THE PART LOTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES AS DEFINED ON SHEETS 41 TO 43 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 1 SHEETS 44 TO 45.

- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF GROUND LEVEL.

EASEMENTS

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(Y) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE

SHORT LINE TABLE		
No.	BEARING	DISTANCE
15	266° 43'	0.7
16	86° 40' 30"	1.1
17	86° 40'	0.64
18	266° 43'	0.76
19	86° 40' 30"	0.205
20	176° 40' 30"	1.25
21	266° 40' 30"	1.49
22	86° 40' 30"	0.355
23	356° 15'	1.305
24	266° 37'	1.3
25	176° 15'	1.305



Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19-2013 Lengths are in metres. Reduction Ratio 1:150	REGISTERED 21.5.2013	DP1181334
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Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:40 of 63
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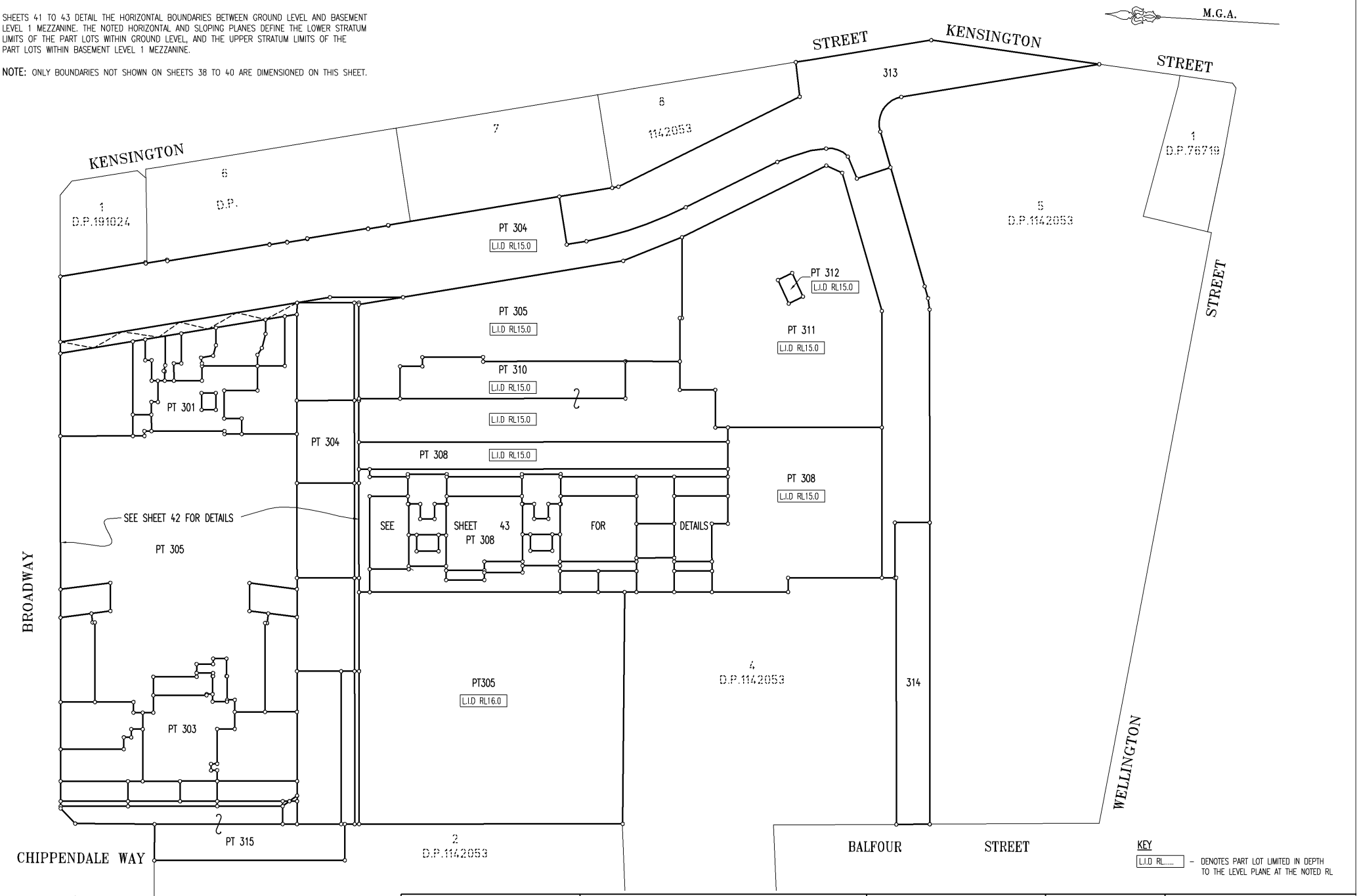
GROUND LEVEL – HORIZONTAL BOUNDARY DETAIL SHEETS 41 TO 43

SHEETS 41 TO 43 DETAIL THE HORIZONTAL BOUNDARIES BETWEEN GROUND LEVEL AND BASEMENT LEVEL 1 MEZZANINE. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN GROUND LEVEL, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1 MEZZANINE.

NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 38 TO 40 ARE DIMENSIONED ON THIS SHEET.



KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 41 GROUND (HBD).dwg

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:41 of 63
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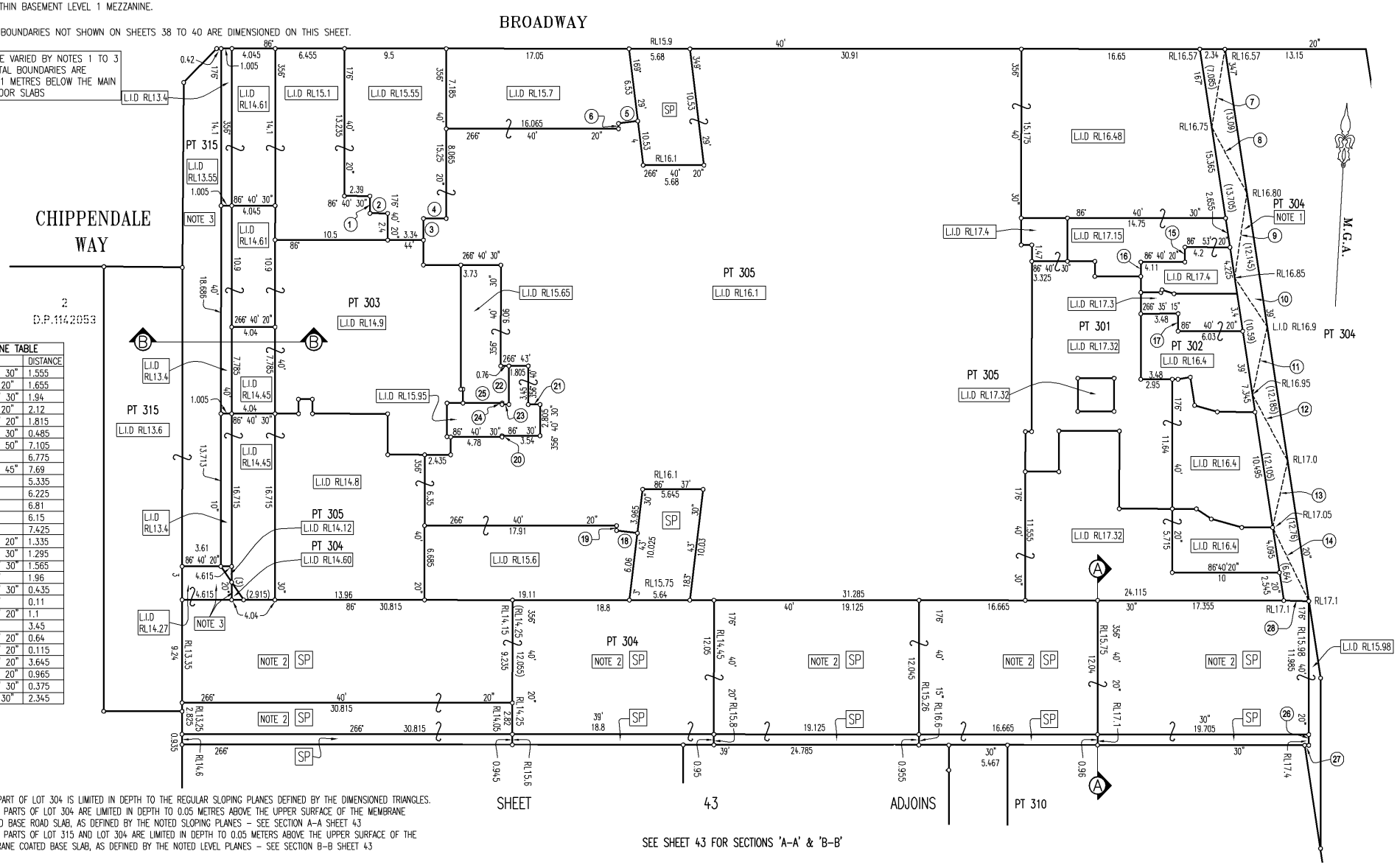
GROUND LEVEL – HORIZONTAL BOUNDARY DETAIL SHEETS 41 TO 43

SHEETS 41 TO 43 DETAIL THE HORIZONTAL BOUNDARIES BETWEEN GROUND LEVEL AND BASEMENT LEVEL 1 MEZZANINE. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN GROUND LEVEL, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1 MEZZANINE.

NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 38 TO 40 ARE DIMENSIONED ON THIS SHEET.

EXCEPT WHERE VARIED BY NOTES 1 TO 3 THE HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE MAIN CONCRETE FLOOR SLABS



SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	176° 40' 30"	1.555
2	86° 40' 20"	1.655
3	356° 40' 30"	1.94
4	86° 40' 20"	2.12
5	259° 40' 20"	1.815
6	176° 40' 30"	0.485
7	186° 37' 50"	7.105
8	147° 43'	6.775
9	185° 08' 45"	7.69
10	142° 00'	5.335
11	189° 27'	6.225
12	147° 50'	6.81
13	189° 43'	6.15
14	149° 32'	7.425
15	176° 40' 20"	1.335
16	176° 40' 30"	1.295
17	356° 41' 30"	1.565
18	273° 40'	1.96
19	356° 40' 30"	0.435
20	356° 40'	0.11
21	266° 40' 20"	1.1
22	176° 37'	3.45
23	266° 40' 20"	0.64
24	356° 40' 20"	0.115
25	266° 40' 20"	3.645
26	176° 40' 20"	0.965
27	266° 40' 30"	0.375
28	87° 55' 30"	2.345

NOTE 1 – THIS PART OF LOT 304 IS LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES DEFINED BY THE DIMENSIONED TRIANGLES.
NOTE 2 – THESE PARTS OF LOT 304 ARE LIMITED IN DEPTH TO 0.05 METRES ABOVE THE UPPER SURFACE OF THE MEMBRANE COATED BASE ROAD SLAB, AS DEFINED BY THE NOTED SLOPING PLANES – SEE SECTION A-A SHEET 43
NOTE 3 – THESE PARTS OF LOT 315 AND LOT 304 ARE LIMITED IN DEPTH TO 0.05 METERS ABOVE THE UPPER SURFACE OF THE MEMBRANE COATED BASE SLAB, AS DEFINED BY THE NOTED LEVEL PLANES – SEE SECTION B-B SHEET 43

KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SP – DENOTES PART LOT LIMITED IN DEPTH TO THE SLOPING DEFINED BETWEEN THE NOTED RL'S.

RL..... / RL..... – DENOTES PT LOT LIMITED IN DEPTH TO THE REGULAR SLOPING PLANE DEFINED BY THE DIMENSIONED TRIANGLE.

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19-2013 Lengths are in metres. Reduction Ratio 1:250(A2)	REGISTERED 21.5.2013	DP1181334

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 42-43 GROUND (HBD).dwg

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GROUND LEVEL – HORIZONTAL BOUNDARY DETAIL SHEETS 41 AND 43

SHEETS 41 TO 43 DETAIL THE HORIZONTAL BOUNDARIES BETWEEN GROUND LEVEL AND BASEMENT LEVEL 1 MEZZANINE. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN GROUND LEVEL, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1 MEZZANINE.

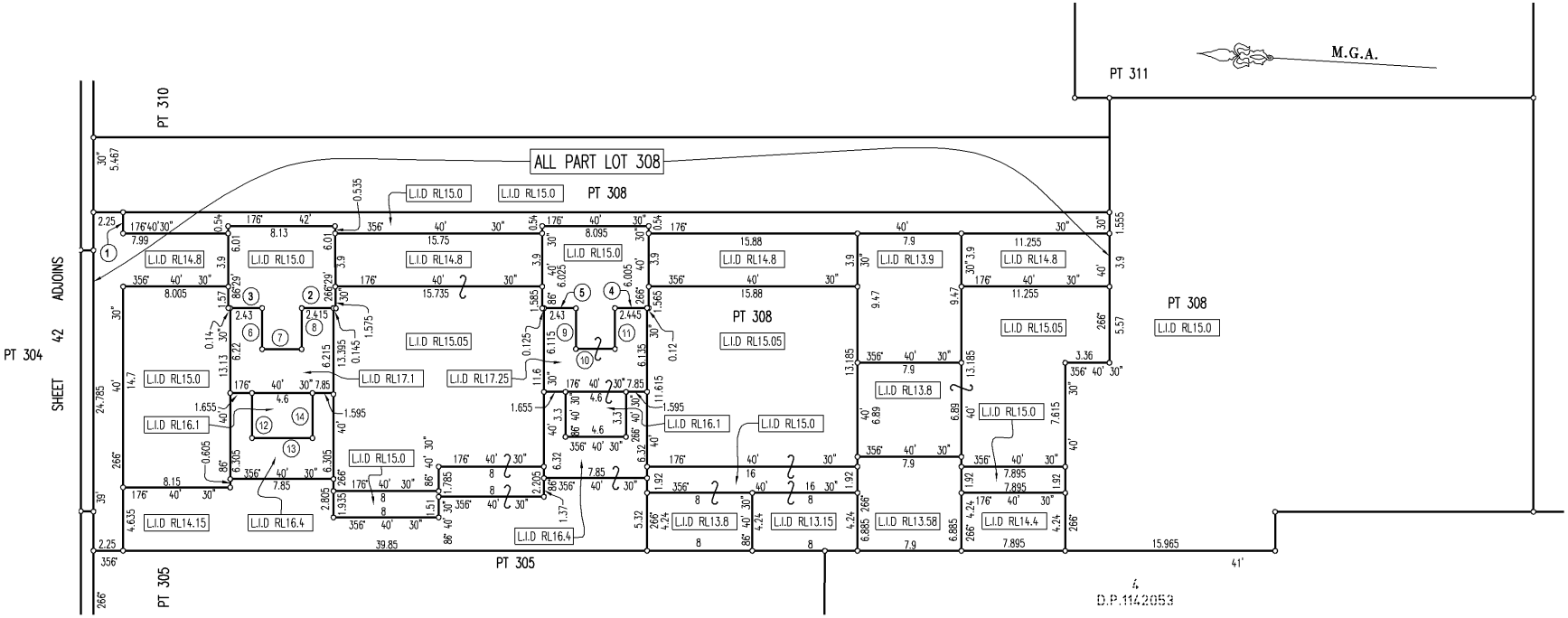
NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 38 TO 40 ARE DIMENSIONED ON THIS SHEET.

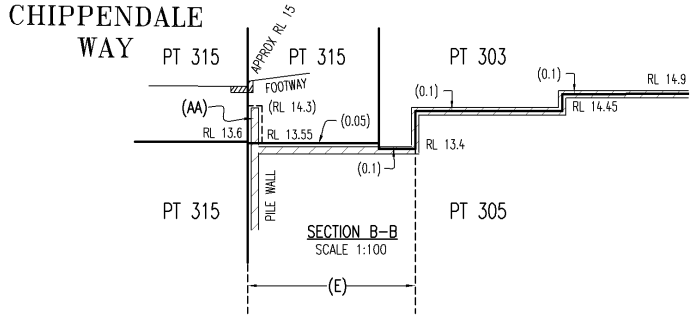
HORIZONTAL BOUNDARIES ARE WITHIN THE GROUND LEVEL FLOOR SLAB.

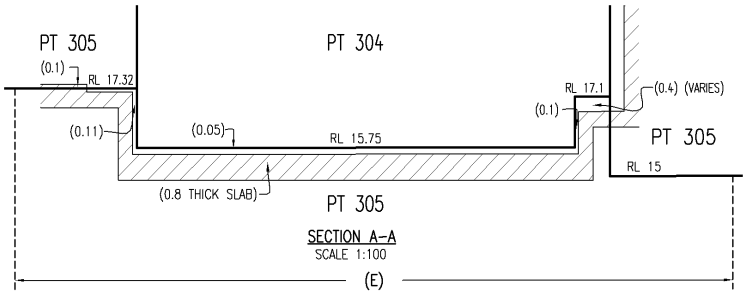
RL'S SHOWN IN SECTIONS A–A AND B–B ARE HORIZONTAL PLANES

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	266° 40' 30"	1.55
2	356° 42'	2.56
3	356° 42'	2.57
4	356° 33'	2.565
5	356° 33'	2.555
6	86° 42'	3.005
7	356° 45'	3.005
8	266° 42'	3.01
9	86° 40'	2.98
10	356° 47'	2.975
11	266° 40'	2.995
12	86° 40' 30"	3.3
13	356° 40' 30"	4.6
14	266° 40' 30"	3.3







(AA) – EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE
(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 250(A2)	REGISTERED 21.5.2013	DP1181334

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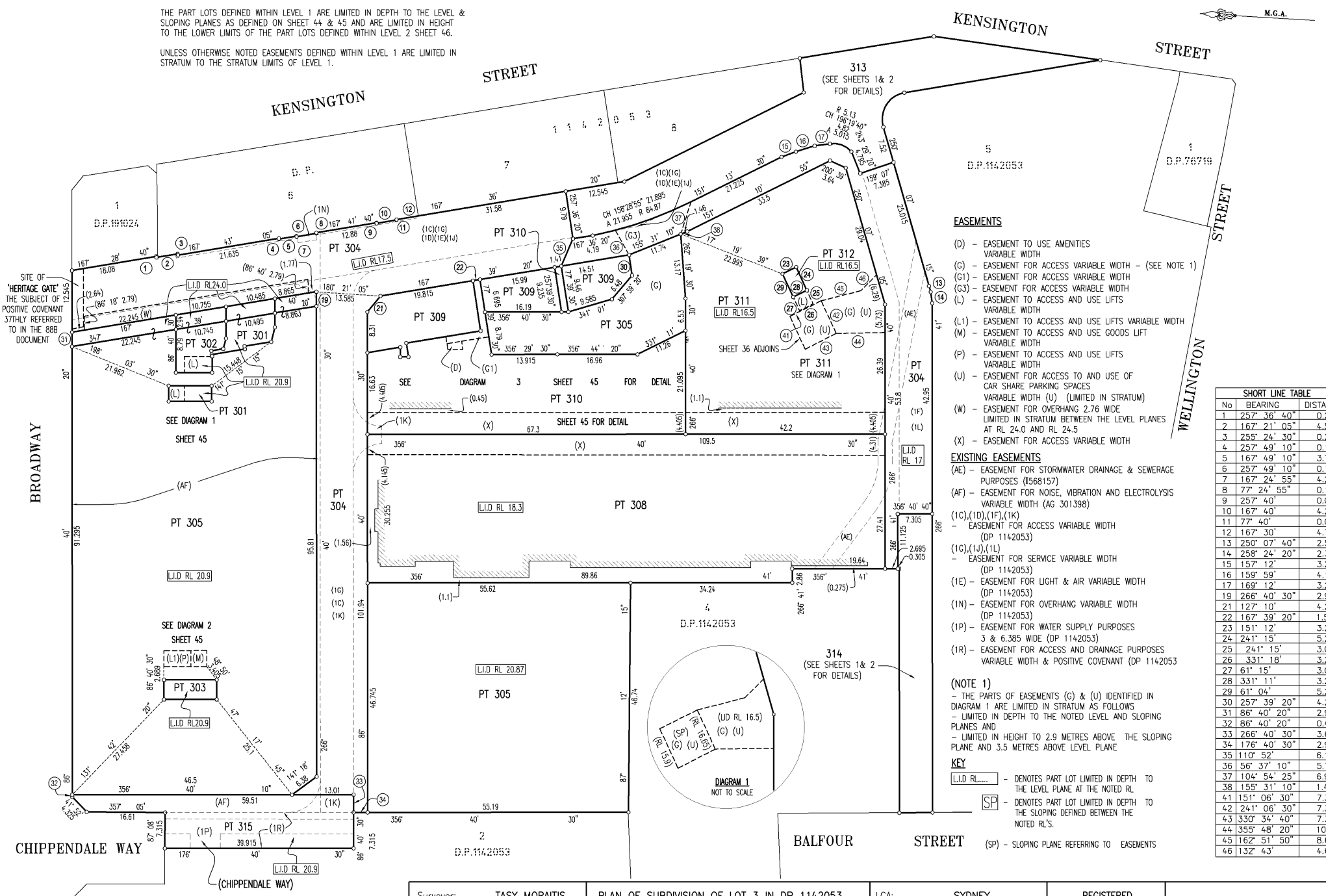
LEVEL 1 – SHEETS 44 TO 45

THE PART LOTS DEFINED WITHIN LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 44 & 45 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 2 SHEET 46.

UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN LEVEL 1 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 1.



EASEMENTS

- (D) – EASEMENT TO USE AMENITIES VARIABLE WIDTH
- (G) – EASEMENT FOR ACCESS VARIABLE WIDTH – (SEE NOTE 1)
- (G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
- (G3) – EASEMENT FOR ACCESS VARIABLE WIDTH
- (L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
- (P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
- (U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)
- (W) – EASEMENT FOR OVERHANG 2.76 WIDE LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL 24.0 AND RL 24.5
- (X) – EASEMENT FOR ACCESS VARIABLE WIDTH

EXISTING EASEMENTS

- (AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
- (AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
- (1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
- (1G),(1J),(1L) – EASEMENT FOR SERVICE VARIABLE WIDTH (DP 1142053)
- (1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
- (1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
- (1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
- (1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053

(NOTE 1)

– THE PARTS OF EASEMENTS (G) & (U) IDENTIFIED IN DIAGRAM 1 ARE LIMITED IN STRATUM AS FOLLOWS
– LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND
– LIMITED IN HEIGHT TO 2.9 METRES ABOVE THE SLOPING PLANE AND 3.5 METRES ABOVE LEVEL PLANE

KEY

- L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
- SP – DENOTES PART LOT LIMITED IN DEPTH TO THE SLOPING DEFINED BETWEEN THE NOTED RL'S.

(SP) – SLOPING PLANE REFERRING TO EASEMENTS

SHORT LINE TABLE		
No	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
19	266° 40' 30"	2.935
21	127° 10'	4.245
22	167° 39' 20"	1.53
23	151° 12'	3.22
24	241° 15'	5.245
25	241° 15'	3.075
26	331° 18'	3.2
27	61° 15'	3.07
28	331° 11'	3.2
29	61° 04'	5.245
30	257° 39' 20"	4.215
31	86° 40' 20"	2.945
32	86° 40' 20"	0.42
33	266° 40' 30"	3.61
34	176° 40' 30"	2.99
35	110° 52'	6.105
36	56° 37' 10"	5.795
37	104° 54' 25"	6.905
38	155° 31' 10"	1.46
41	151° 06' 30"	7.34
42	241° 06' 30"	7.36
43	330° 34' 40"	7.34
44	355° 48' 20"	10.315
45	162° 51' 50"	8.605
46	132° 43'	4.64

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334
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LEVEL 1 – SHEETS 44 TO 45

THE PART LOTS DEFINED WITHIN LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 44 & 45 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 2 SHEET 46.

UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN LEVEL 1 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 1.

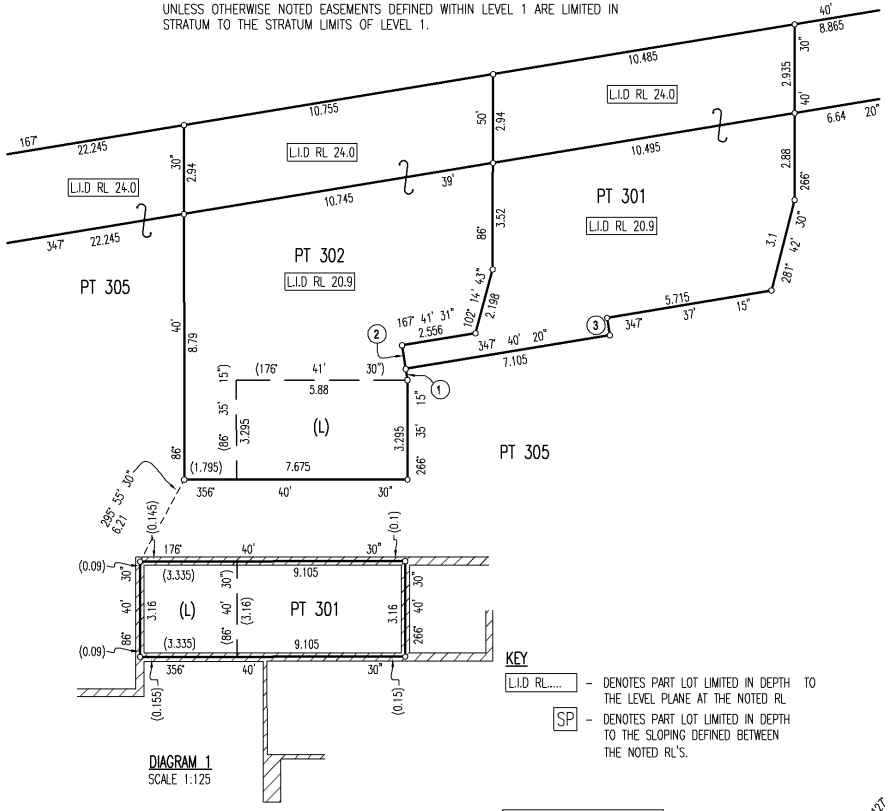

DIAGRAM 1
SCALE 1:125

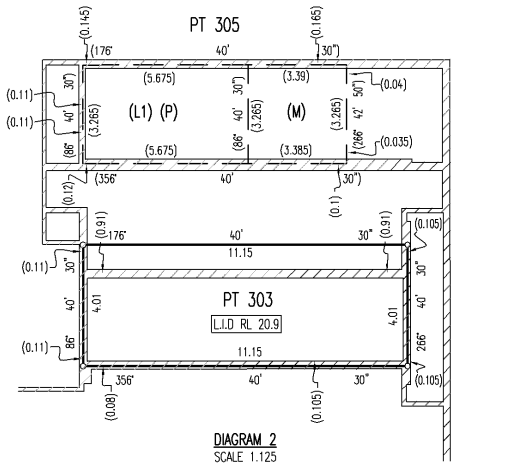

DIAGRAM 2
SCALE 1.125

KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SP – DENOTES PART LOT LIMITED IN DEPTH TO THE SLOPING DEFINED BETWEEN THE NOTED RL'S.

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	77° 41' 30"	0.37
2	77° 41' 30"	0.79
3	257° 25'	0.585
4	167° 39' 20"	1.53
5	257° 39' 20"	2.425
7	257° 39' 20"	7.9
8	257° 39' 20"	1.48
9	356° 40' 30"	5.78
10	77° 39' 20"	1.885
11	347° 40' 25"	4.18
12	347° 40' 25"	3.245
13	77° 22' 40"	1.48
14	347° 39' 20"	5.535
15	347° 39' 20"	1.9
16	257° 39' 20"	2.845
17	356° 40' 30"	1.73
18	86° 40' 30"	1.96
19	347° 39' 20"	7.03

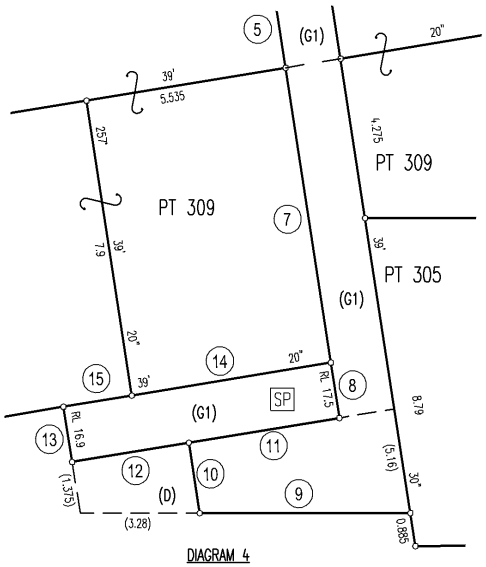

DIAGRAM 4
SCALE 1:100

EASEMENTS

(D) – EASEMENT TO USE AMENITIES VARIABLE WIDTH
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH
(G3) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH
(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH
(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH

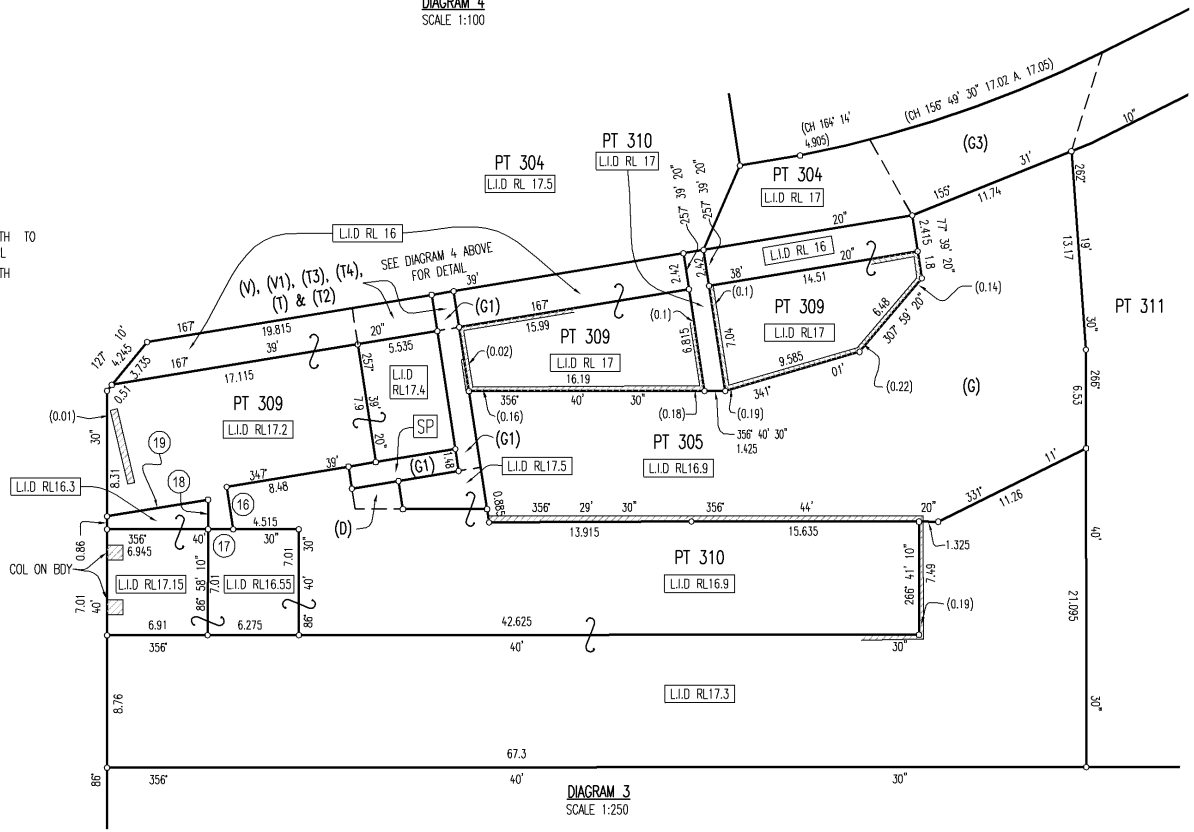

DIAGRAM 3
SCALE 1:250

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: AS SHOWN	REGISTERED 21.5.2013	DP1181334

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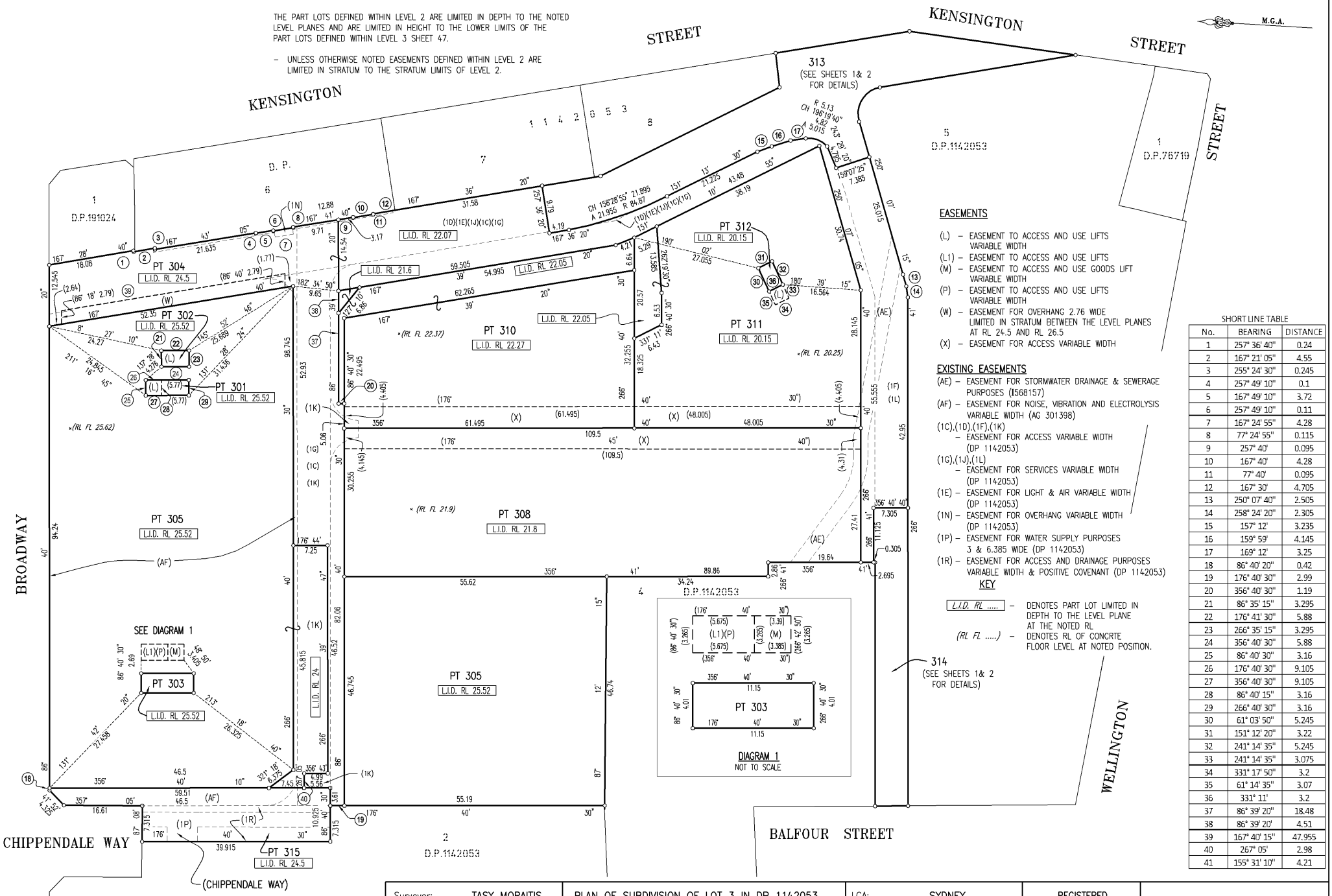
LEVEL 2 – SHEETS 46

THE PART LOTS DEFINED WITHIN LEVEL 2 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 3 SHEET 47.

– UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 2.



EASEMENTS

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(L1) – EASEMENT TO ACCESS AND USE LIFTS
(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(W) – EASEMENT FOR OVERHANG 2.76 WIDE LIMITED IN STRATUM BETWEEN THE LEVEL PLANES AT RL 24.5 AND RL 26.5
(X) – EASEMENT FOR ACCESS VARIABLE WIDTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(RL FL .....) – DENOTES RL OF CONCRTE FLOOR LEVEL AT NOTED POSITION.

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	86° 40' 20"	0.42
19	176° 40' 30"	2.99
20	356° 40' 30"	1.19
21	86° 35' 15"	3.295
22	176° 41' 30"	5.88
23	266° 35' 15"	3.295
24	356° 40' 30"	5.88
25	86° 40' 30"	3.16
26	176° 40' 30"	9.105
27	356° 40' 30"	9.105
28	86° 40' 15"	3.16
29	266° 40' 30"	3.16
30	61° 03' 50"	5.245
31	151° 12' 20"	3.22
32	241° 14' 35"	5.245
33	241° 14' 35"	3.075
34	331° 17' 50"	3.2
35	61° 14' 35"	3.07
36	331° 11'	3.2
37	86° 39' 20"	18.48
38	86° 39' 20'	4.51
39	167° 40' 15"	47.955
40	267° 05'	2.98
41	155° 31' 10"	4.21

DIAGRAM 1
NOT TO SCALE

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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

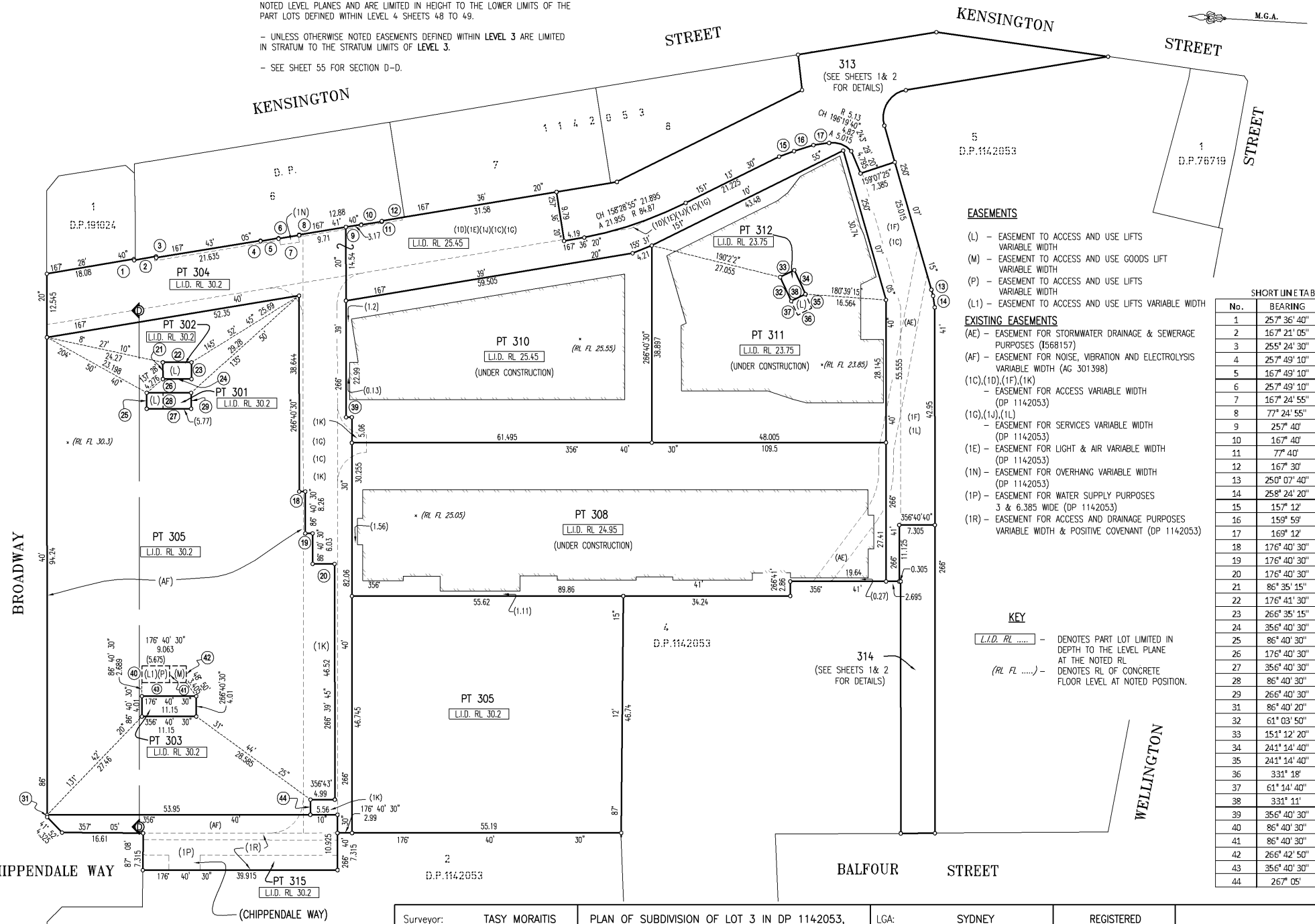
X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\SUBDIVISION\STRATUM FINAL\080401 SHT 46 LEVEL 2.dwg

LEVEL 3 – SHEET 47

– THE PART LOTS DEFINED WITHIN **LEVEL 3** ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 4 SHEETS 48 TO 49.

– UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN **LEVEL 3** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **LEVEL 3**.

– SEE SHEET 55 FOR SECTION D–D.



EASEMENTS

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(RL FL .....) – DENOTES RL OF CONCRETE FLOOR LEVEL AT NOTED POSITION.

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	176° 40' 30"	1.25
19	176° 40' 30"	1.5
20	176° 40' 30"	4.5
21	86° 35' 15"	3.295
22	176° 41' 30"	5.88
23	266° 35' 15"	3.293
24	356° 40' 30"	5.88
25	86° 40' 30"	3.16
26	176° 40' 30"	9.105
27	356° 40' 30"	9.105
28	86° 40' 30"	3.16
29	266° 40' 30"	3.16
31	86° 40' 20"	0.42
32	61° 03' 50"	5.245
33	151° 12' 20"	3.22
34	241° 14' 40"	5.245
35	241° 14' 40"	3.075
36	331° 18'	3.2
37	61° 14' 40"	3.07
38	331° 11'	3.2
39	356° 40' 30"	1.19
40	86° 40' 30"	3.265
41	86° 40' 30"	3.265
42	266° 42' 50"	3.265
43	356° 40' 30"	9.06
44	267° 05'	2.98

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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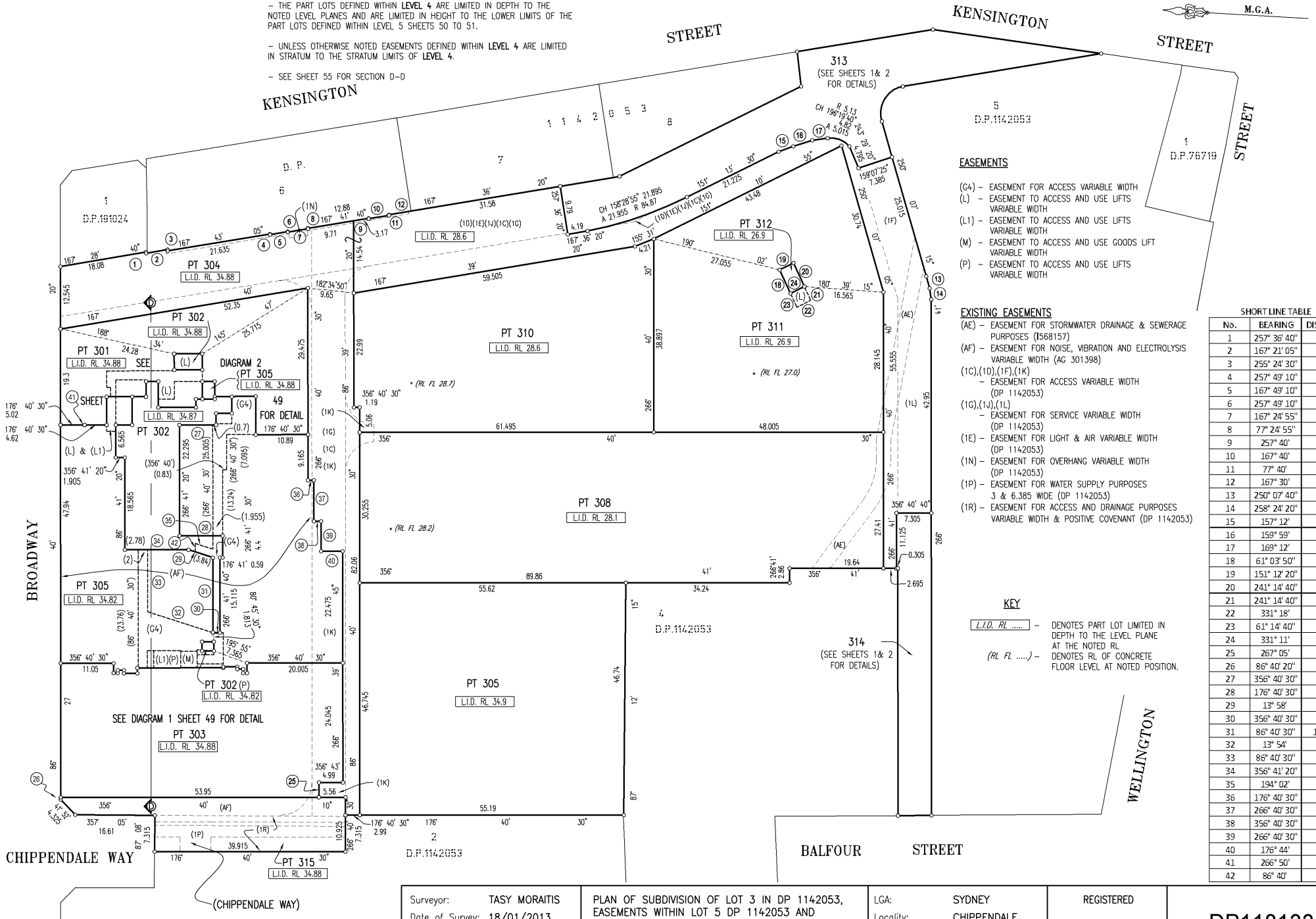
LEVEL 4 – SHEETS 48 TO 49

– THE PART LOTS DEFINED WITHIN **LEVEL 4** ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 5 SHEETS 50 TO 51.

– UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN **LEVEL 4** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **LEVEL 4**.

– SEE SHEET 55 FOR SECTION D–D



EASEMENTS

(G4) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICE VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(RL FL .....) – DENOTES RL OF CONCRETE FLOOR LEVEL AT NOTED POSITION.

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	61° 03' 50"	5.245
19	151° 12' 20"	3.22
20	241° 14' 40"	5.245
21	241° 14' 40"	3.075
22	331° 18'	3.2
23	61° 14' 40"	3.07
24	331° 11'	3.2
25	267° 05'	2.98
26	86° 40' 20"	0.42
27	356° 40' 30"	7.67
28	176° 40' 30"	9.025
29	13° 58'	5.33
30	356° 40' 30"	1.455
31	86° 40' 30"	15.105
32	13° 54'	14.26
33	86° 40' 30"	12.47
34	356° 41' 20"	13.31
35	194° 02'	3.84
36	176° 40' 30"	1.25
37	266° 40' 30"	8.26
38	356° 40' 30"	1.5
39	266° 40' 30"	6.03
40	176° 44'	4.5
41	266° 50'	0.05
42	86° 40'	1.65

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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LEVEL 4 – SHEETS 48 TO 49

– THE PART LOTS DEFINED WITHIN **LEVEL 4** ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 5 SHEETS 50 TO 51.

– UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN **LEVEL 4** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **LEVEL 4**.

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	356° 40'	0.805
2	86° 40'	0.795
3	356° 40'	1.255
4	86° 40'	0.48
5	266° 40'	0.22
6	266° 40'	1.09
7	86° 40'	0.625
8	356° 40'	1.295
9	266° 40'	0.555
10	356° 40'	0.865
11	86° 40'	1.965
12	356° 40'	2.44
13	86° 40'	1.865
14	176° 40'	2.44
15	266° 40'	1.865
16	356° 40'	0.8
17	86° 40'	0.195
18	266° 23'	2.32
19	356° 40' 30"	0.7

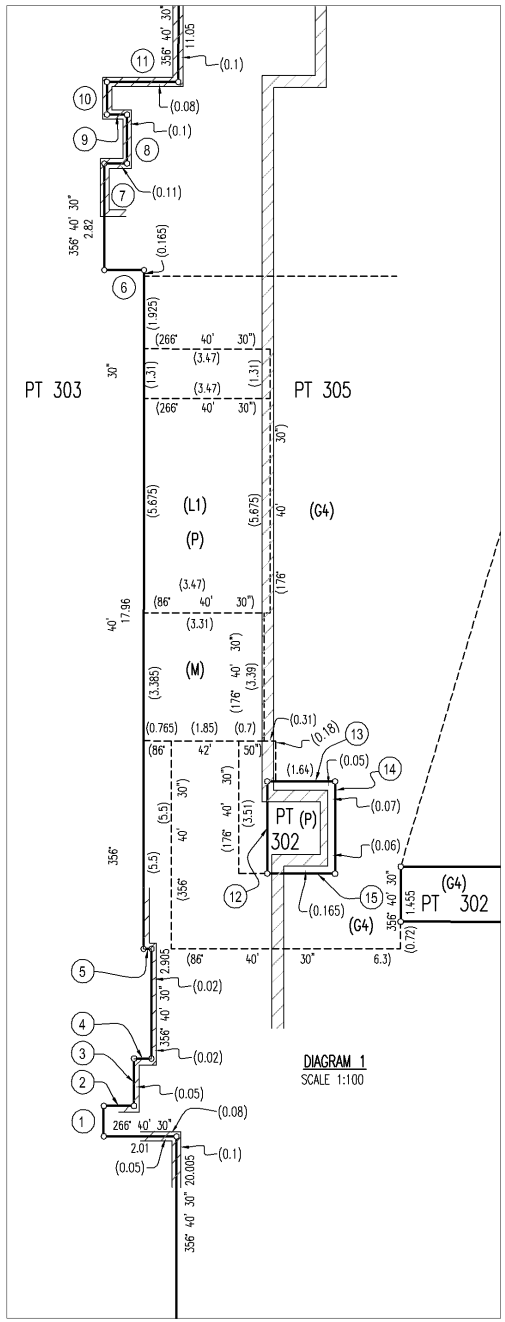

DIAGRAM 1
SCALE 1:100

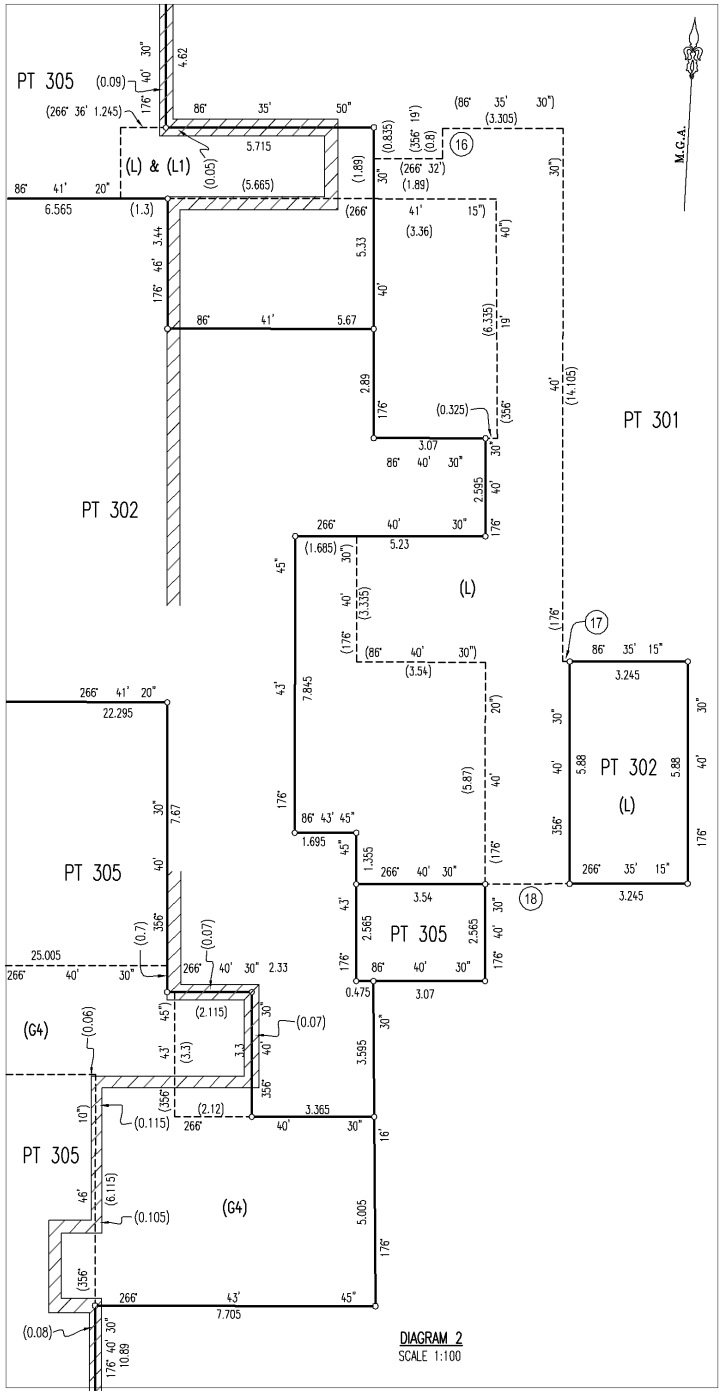

DIAGRAM 2
SCALE 1:100

EASEMENTS

(G4) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH
(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3-SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1: 250	REGISTERED 21.5.2013	DP1181334

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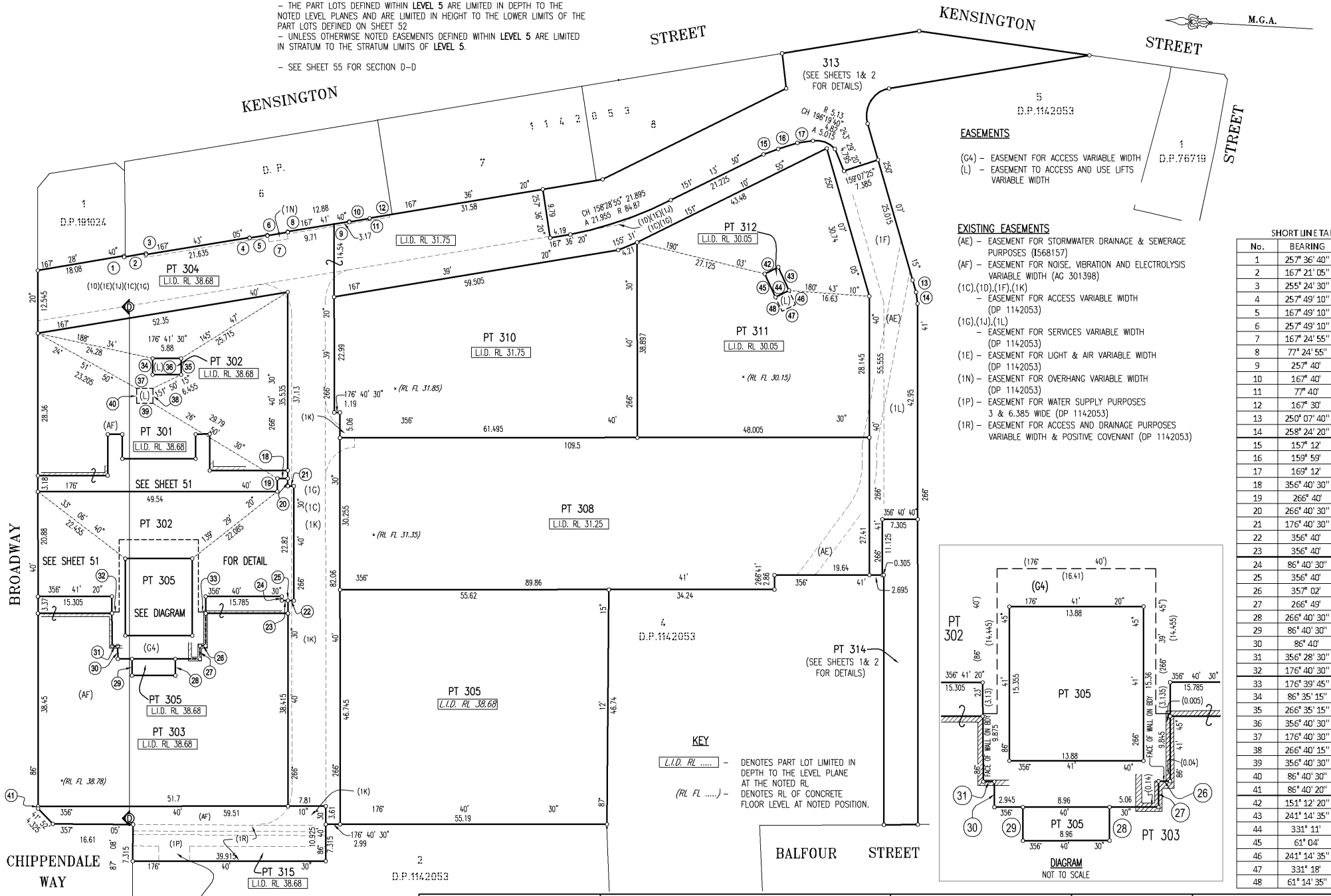
LEVEL 5 – SHEETS 50 AND 51

– THE PART LOTS DEFINED WITHIN **LEVEL 5** ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED ON SHEET 52
– UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN **LEVEL 5** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **LEVEL 5**.

– SEE SHEET 55 FOR SECTION D–D



EASEMENTS

(G4) – EASEMENT FOR ACCESS VARIABLE WIDTH
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(RL FL .....) – DENOTES RL OF CONCRETE FLOOR LEVEL AT NOTED POSITION.

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	356° 40' 30"	2.165
19	266° 40'	2.605
20	266° 40' 30"	1.515
21	176° 40' 30"	1.25
22	356° 40'	1.25
23	356° 40'	1.235
24	86° 40' 30"	0.84
25	356° 40'	2.48
26	357° 02'	1.195
27	266° 49'	2.585
28	266° 40' 30"	3.34
29	86° 40' 30"	3.34
30	86° 40'	2.55
31	356° 28' 30"	1.155
32	176° 40' 30"	1.48
33	176° 39' 45"	1.475
34	86° 35' 15"	3.245
35	266° 35' 15"	3.245
36	356° 40' 30"	5.88
37	176° 40' 30"	3.335
38	266° 40' 15"	3
39	356° 40' 30"	3.335
40	86° 40' 30"	3
41	86° 40' 20"	0.42
42	151° 12' 20"	3.12
43	241° 14' 35"	5.145
44	331° 11'	3.1
45	61° 04'	5.145
46	241° 14' 35"	3.125
47	331° 18'	3.1
48	61° 14' 35"	3.12

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334

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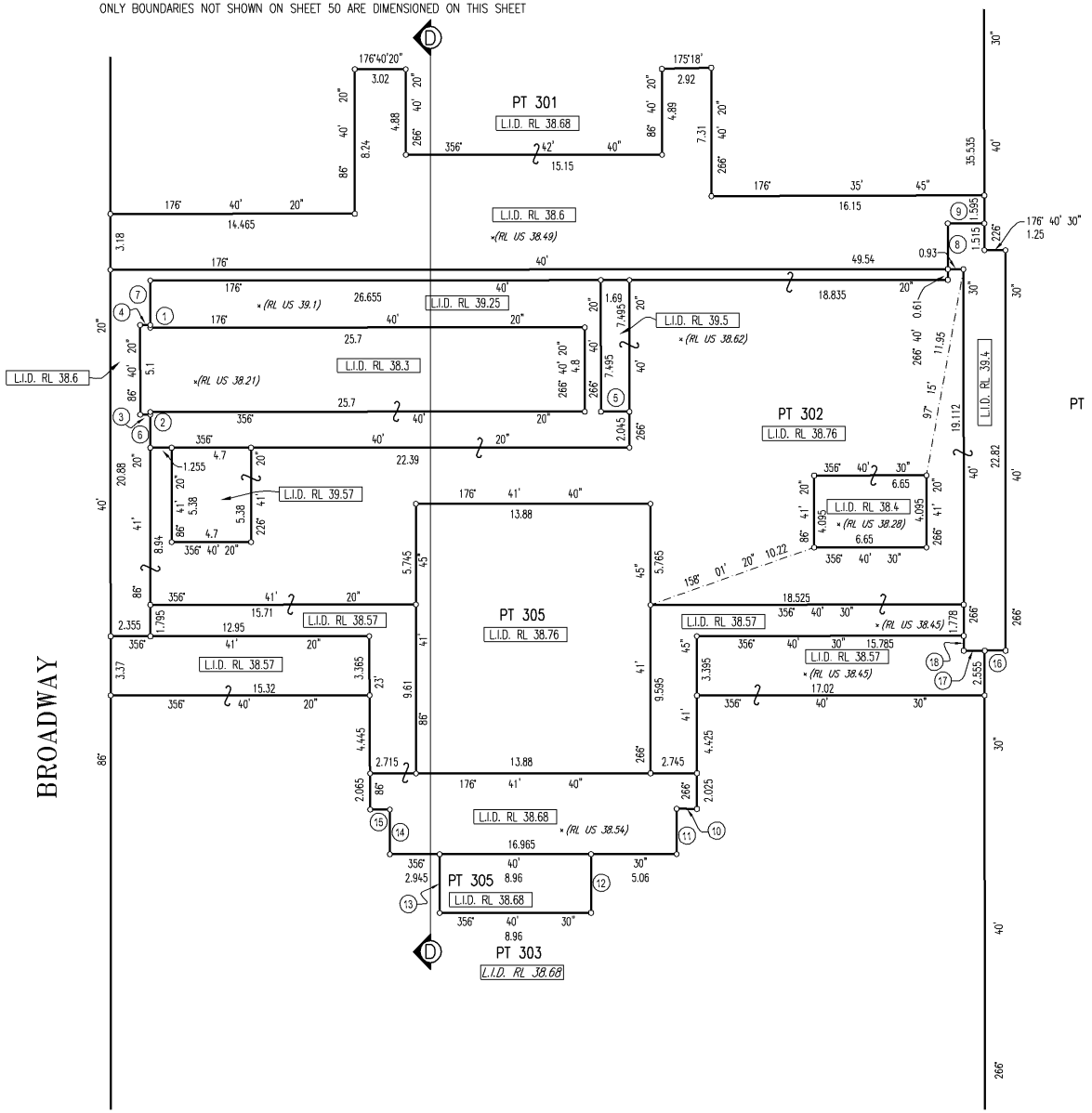
LEVEL 5 – SHEETS 50 AND 51

– THE PART LOTS DEFINED WITHIN **LEVEL 5** ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED ON SHEET 52
– UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN **LEVEL 5** ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF **LEVEL 5**.

– SEE SHEET 55 FOR SECTION D–D

NOTE:
ONLY BOUNDARIES NOT SHOWN ON SHEET 50 ARE DIMENSIONED ON THIS SHEET

M.G.A.



KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

(RL US .....) – DENOTES RL OF THE UNDERSIDE OF THE MAIN CONCRETE FLOOR SLAB

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	266° 40'	0.15
2	266° 40' 20"	0.15
3	356° 40' 20"	0.6
4	176° 40' 20"	0.6
5	356° 40' 20"	1.69
6	86° 41' 20"	1.895
7	86° 40'	2.545
8	86° 40'	2.605
9	176° 40' 30"	2.165
10	357° 01' 30"	1.195
11	266° 49'	2.585
12	266° 40' 30"	3.34
13	86° 40' 30"	3.34
14	86° 40'	2.55
15	356° 28' 30"	1.155
16	356° 40'	1.25
17	356° 40'	1.235
18	86° 40' 30"	0.84

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA:	SYDNEY	REGISTERED
Date of Survey:	18/01/2013		Locality:	CHIPPENDALE	21.5.2013
Surveyor's Ref:	080401 SL3–SUB		Subdivision No:	19–2013	DP1181334
			Lengths are in metres. Reduction Ratio 1: 200		

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

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LEVEL 6 TO LEVELS 20 & LEVEL 28 – SHEET 52

THE PART LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES.

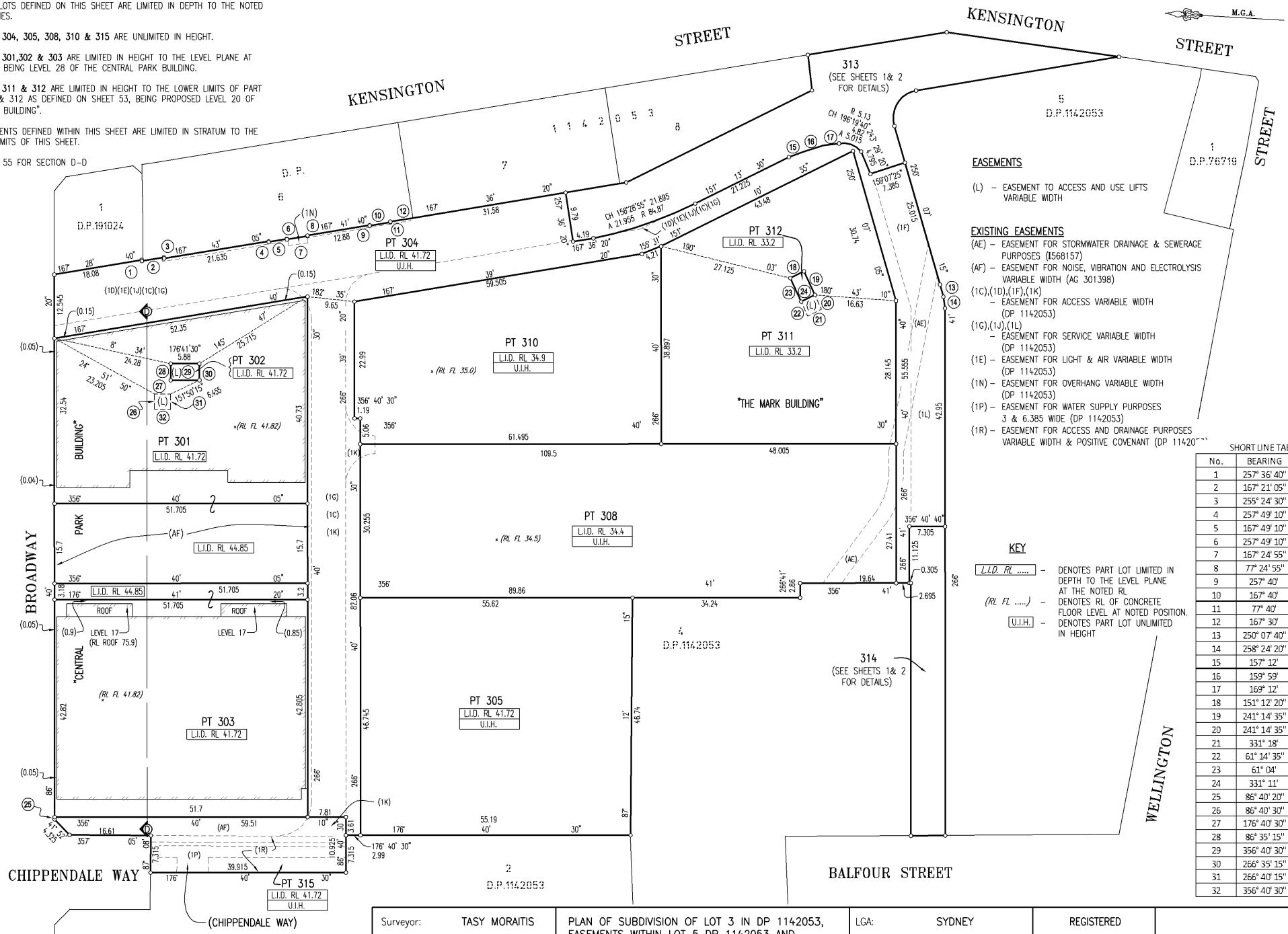
PART LOTS **304, 305, 308, 310 & 315** ARE UNLIMITED IN HEIGHT.

PART LOTS **301,302 & 303** ARE LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 108.82, BEING LEVEL 28 OF THE CENTRAL PARK BUILDING.

PART LOTS **311 & 312** ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF PART LOTS 311 & 312 AS DEFINED ON SHEET 53, BEING PROPOSED LEVEL 20 OF THE "MARK BUILDING".

THE EASEMENTS DEFINED WITHIN THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THIS SHEET.

SEE SHEET 55 FOR SECTION D–D



EASEMENTS

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1C),(1D),(1F),(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053)
(1G),(1J),(1L) – EASEMENT FOR SERVICE VARIABLE WIDTH (DP 1142053)
(1E) – EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (DP 1142053)
(1N) – EASEMENT FOR OVERHANG VARIABLE WIDTH (DP 1142053)
(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & POSITIVE COVENANT (DP 1142053)

KEY

L.I.D. RL	– DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(RL FL .....)	– DENOTES RL OF CONCRETE FLOOR LEVEL AT NOTED POSITION.
U.I.H.	– DENOTES PART LOT UNLIMITED IN HEIGHT

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	257° 36' 40"	0.24
2	167° 21' 05"	4.55
3	255° 24' 30"	0.245
4	257° 49' 10"	0.1
5	167° 49' 10"	3.72
6	257° 49' 10"	0.11
7	167° 24' 55"	4.28
8	77° 24' 55"	0.115
9	257° 40'	0.095
10	167° 40'	4.28
11	77° 40'	0.095
12	167° 30'	4.705
13	250° 07' 40"	2.505
14	258° 24' 20"	2.305
15	157° 12'	3.235
16	159° 59'	4.145
17	169° 12'	3.25
18	151° 12' 20"	3.12
19	241° 14' 35"	5.145
20	241° 14' 35"	3.125
21	331° 18'	3.1
22	61° 14' 35"	3.12
23	61° 04'	5.145
24	331° 11'	3.1
25	86° 40' 20"	0.42
26	86° 40' 30"	3
27	176° 40' 30"	3.335
28	86° 35' 15"	3.245
29	356° 40' 30"	5.88
30	266° 35' 15"	3.245
31	266° 40' 15"	3
32	356° 40' 30"	3.335

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 21.5.2013	DP1181334
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10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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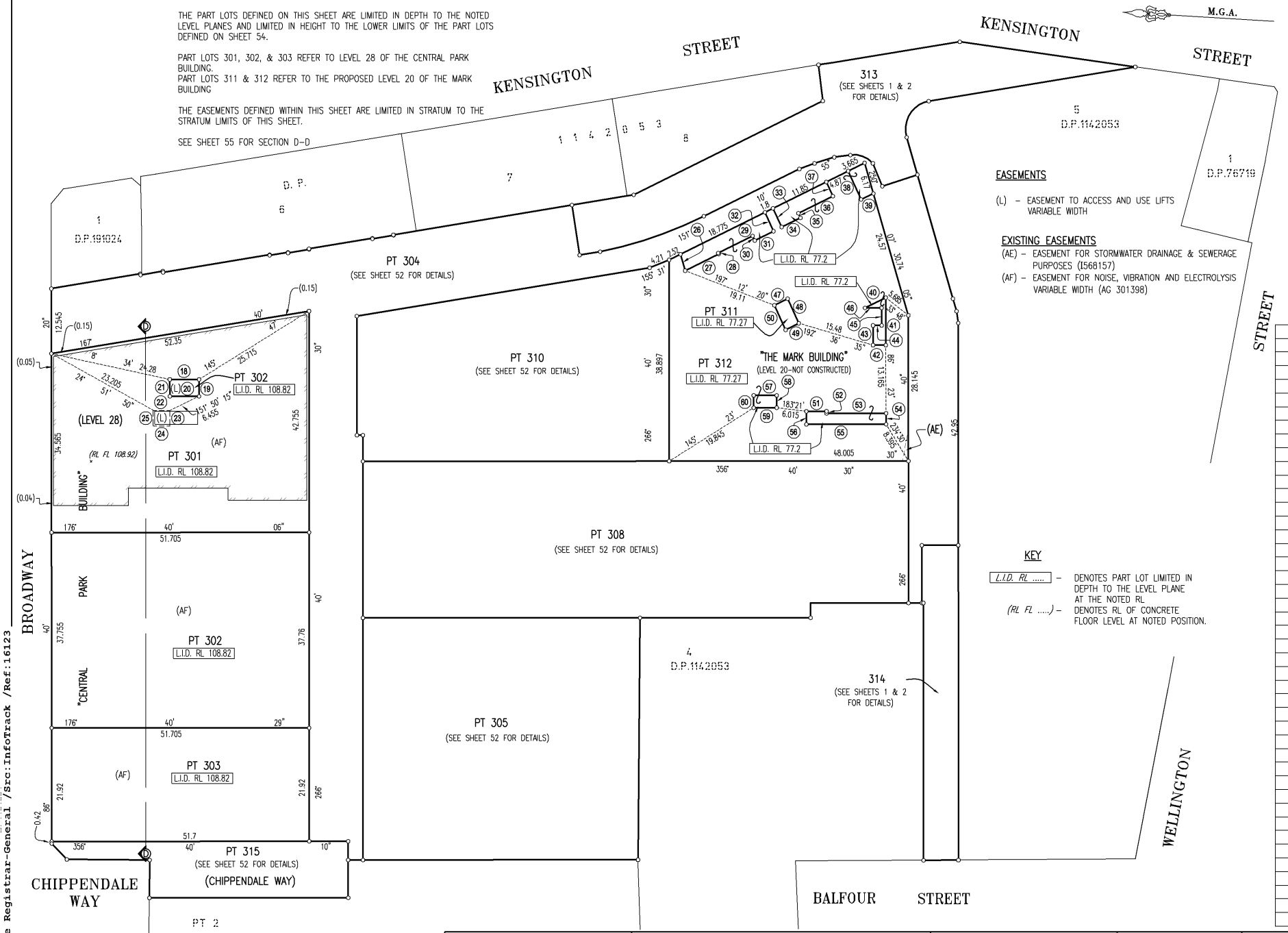
LEVEL 20 & LEVEL 28 – SHEET 53

THE PART LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED ON SHEET 54.

PART LOTS 301, 302, & 303 REFER TO LEVEL 28 OF THE CENTRAL PARK BUILDING.
PART LOTS 311 & 312 REFER TO THE PROPOSED LEVEL 20 OF THE MARK BUILDING

THE EASEMENTS DEFINED WITHIN THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THIS SHEET.

SEE SHEET 55 FOR SECTION D–D



EASEMENTS

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH

EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE & SEWERAGE PURPOSES (I568157)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(RL FL .....) – DENOTES RL OF CONCRETE FLOOR LEVEL AT NOTED POSITION.

SHORT LINE TABLE

No.	BEARING	DISTANCE
18	176° 41' 30"	5.88
19	266° 35' 15"	3.245
20	356° 40' 30"	5.88
21	86° 35' 15"	3.245
22	176° 40' 30"	3.335
23	266° 40' 15"	3
24	356° 40' 30"	3.335
25	86° 40' 30"	3
26	250° 18'	3.31
27	151° 11'	7.445
28	61° 11'	0.2
29	151° 11'	7.665
30	241° 11'	0.965
31	151° 11'	4.185
32	61° 11'	4.035
33	241° 11'	4.035
34	151° 11'	4.185
35	61° 11'	0.965
36	151° 11'	7.665
37	61° 11'	3.07
38	241° 11'	6.07
39	151° 43'	2.705
40	151° 11'	4.64
41	266° 42'	9.185
42	356° 40' 30"	2.55
43	86° 40' 30"	3.803
44	176° 40' 30"	1.73
45	86° 31' 40"	3.385
46	356° 40' 40"	3.355
47	151° 12' 40"	2.96
48	241° 14' 35"	5.245
49	331° 11'	2.945
50	61° 04'	5.245
51	176° 40' 30"	4.025
52	266° 40' 30"	0.4
53	176° 40' 30"	11.965
54	266° 40' 30"	2.12
55	356° 38' 50"	15.99
56	86° 40' 30"	2.53
57	176° 40' 30"	4.61
58	266° 40' 30"	2.36
59	356° 26' 50"	4.61
60	86° 40' 30"	2.38

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA:	SYDNEY	REGISTERED
Date of Survey:	18/01/2013		Locality:	CHIPPENDALE	21.5.2013
Surveyor's Ref:	080401 SL3–SUB		Subdivision No:	19–2013	DP1181334
			Lengths are in metres. Reduction Ratio 1:500		

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

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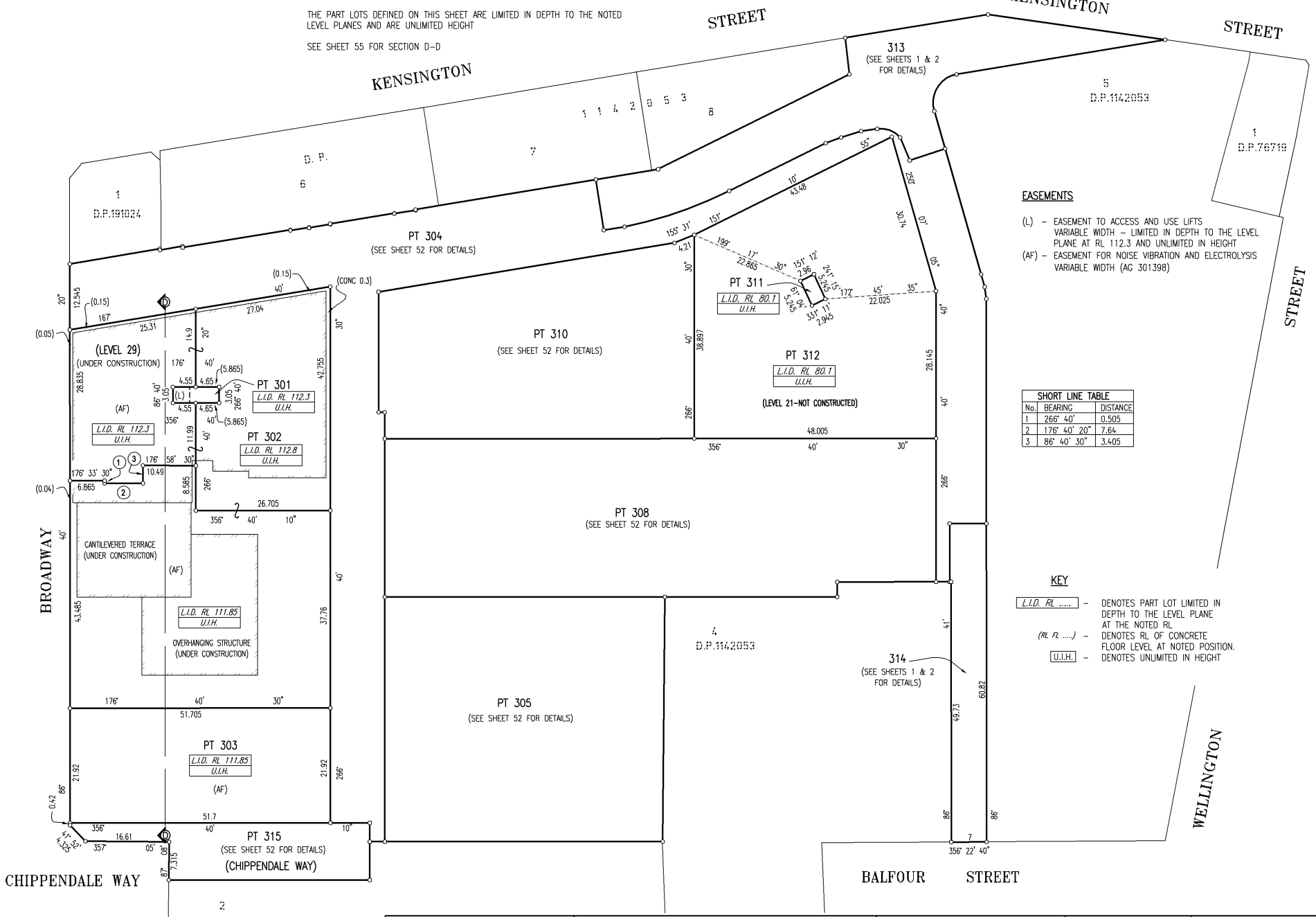
LEVEL 21 , LEVEL 29 & ABOVE – SHEET 54

THE PART LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED HEIGHT

SEE SHEET 55 FOR SECTION D–D



EASEMENTS

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH – LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 112.3 AND UNLIMITED IN HEIGHT
(AF) – EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	266° 40'	0.505
2	176° 40' 20"	7.64
3	86° 40' 30"	3.405

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(RL FL .....) – DENOTES RL OF CONCRETE FLOOR LEVEL AT NOTED POSITION.
U.I.H. – DENOTES UNLIMITED IN HEIGHT

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA:	SYDNEY	REGISTERED
Date of Survey:	18/01/2013		Locality:	CHIPPENDALE	21.5.2013
Surveyor's Ref:	080401 SL3–SUB		Subdivision No:	19–2013	DP1181334
			Lengths are in metres. Reduction Ratio 1:500		

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

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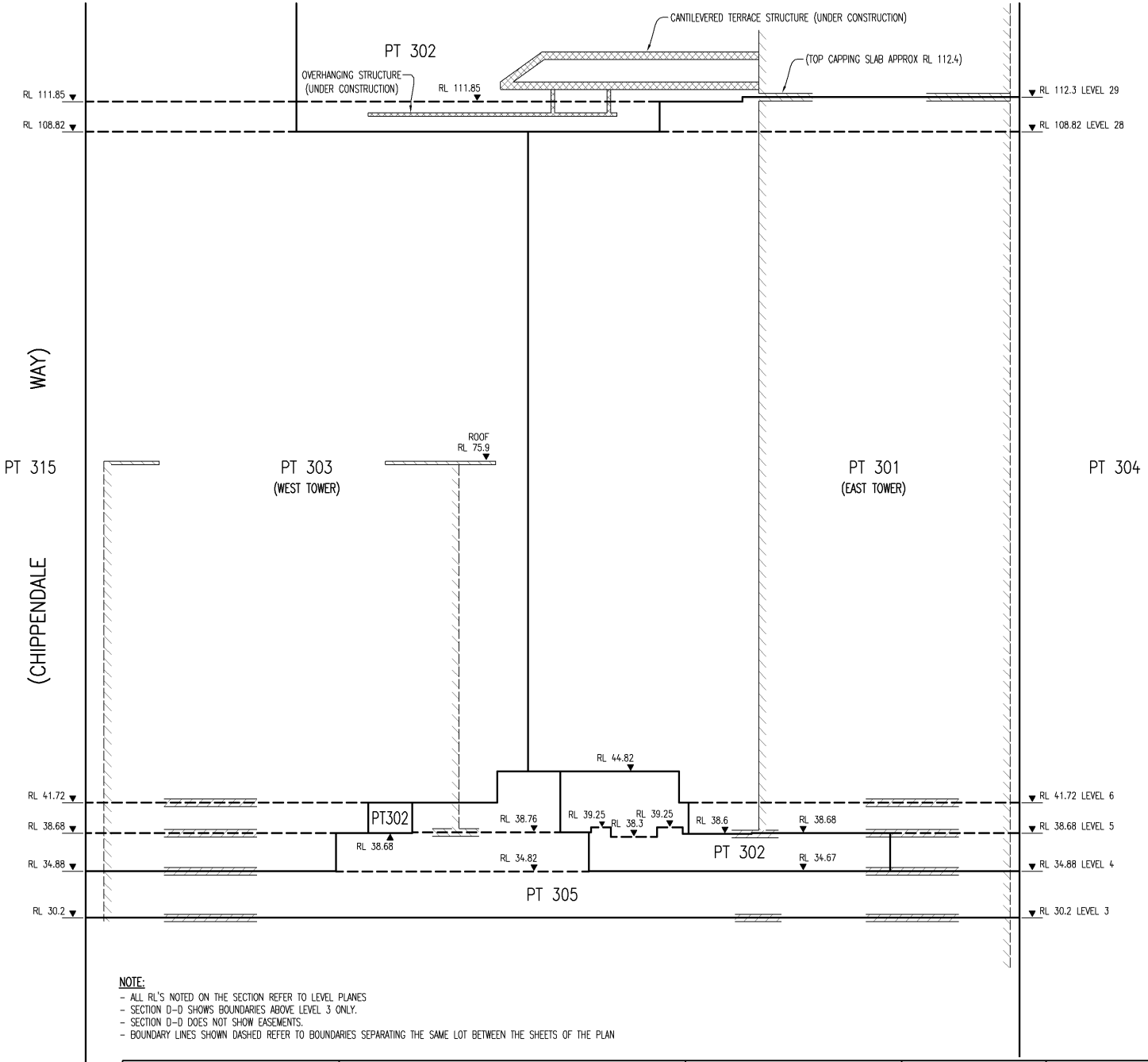
SECTION D–D



NOTE:
- ALL RL'S NOTED ON THE SECTION REFER TO LEVEL PLANES
- SECTION D–D SHOWS BOUNDARIES ABOVE LEVEL 3 ONLY.
- SECTION D–D DOES NOT SHOW EASEMENTS.
- BOUNDARY LINES SHOWN DASHED REFER TO BOUNDARIES SEPARATING THE SAME LOT BETWEEN THE SHEETS OF THE PLAN

Surveyor: TASY MORAITIS Date of Survey: 18/01/2013 Surveyor's Ref: 080401 SL3–SUB	PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOT 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 19–2013 Lengths are in metres. Reduction Ratio 1:300	REGISTERED 21.5.2013	DP1181334

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:55 of 63
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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.5.2013

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1181334

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

LGA: SYDNEY

Locality: CHIPPENDALE

Parish: ALEXANDRIA

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I..... ANDREW REES .....

*Authorised Person/~~*General Manager/*accredited Certifier~~, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation no:~~ .....

Consent/Authority: CITY OF SYDNEY

Date of Endorsement: 13/5/2013

Subdivision Certificate no: 19/2013

File no: S/2013/1

*Strike through if inapplicable

Surveying Certificate

I, TASY MORAITIS .....

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

*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: 18.01.2013

~~*(b) The part of the land shown in the plan (being/*excluding^ .....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.

Signature: ..... Dated: 03.05.2013

Surveyor ID: 1701

Datum Line: X-Y

Type: *Urban/~~*Rural~~

~~The terrain is *Level-Undulating / *Steep-Mountainous.~~

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements

IT IS INTENDED TO DEDICATE LOT 313, BEING CARLTON STREET, TO THE PUBLIC AS ROAD, SUBJECT TO THE EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)

CONTINUED ON SHEET 2

Plans used in the preparation of survey/~~compilation~~

DP 1142023
DP 1131320

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

SURVEYORS REFERENCE: 080401 SL3–SUB

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.5.2013

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

Subdivision Certificate No: 19/2013

Date of Endorsement: 13/5/2013

Office Use Only

DP1181334

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

IT IS INTENDED TO DEDICATE LOT 314, BEING O'CONNOR STREET , TO THE PUBLIC AS ROAD, SUBJECT TO THE FOLLOWING EASEMENTS

- EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (T)
- EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1)
- EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (T2)
- EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3)
- EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (T4)
- EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (V)
- EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (V1)

IT IS INTENDED TO DEDICATE LOT 315, BEING CHIPPENDALE WAY , TO THE PUBLIC AS ROAD, PARTLY IN STRATUM AND SUBJECT TO THE FOLLOWING EASEMENTS

- EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)
- EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH & ASSOCIATED POSITIVE COVENANT (DP 1142053)
- EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE, 3 WIDE, 5.91 WIDE, 9.145 WIDE & VARIABLE (LIMITED IN STRATUM)(DP 649583)
- EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE (AA) (LIMITED IN STRATUM)
- EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
- EASEMENT FOR ACCESS VARIABLE WIDTH (1K) (DP 1142053)

STREET ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
301	3	CARLTON	STREET	CHIPPENDALE
302	1	CARLTON	STREET	CHIPPENDALE
303	2	CHIPPENDALE	WAY	CHIPPENDALE
304	TO BE DEDICATED AS PARTS OF PUBLIC ROADS ON FUTURE PLANS			
305	28	BROADWAY	–	CHIPPENDALE
306	2B	CHIPPENDALE	WAY	CHIPPENDALE
307	2A	CHIPPENDALE	WAY	CHIPPENDALE

CONTINUED ON SHEET 4

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 080401 SL3–SUB

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.5.2013

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

Subdivision Certificate No: 19/2013

Date of Endorsement: 13/5/2013

Office Use Only

DP1181334

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1) EASEMENT FOR SUPPORT AND SHELTER (A) (WHOLE OF LOT)
2) EASEMENT FOR SERVICES (B) (WHOLE OF LOT)
3) EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (C) (WHOLE OF LOT)
4) EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH (H1) (LIMITED IN STRATUM)
5) EASEMENT FOR ACCESS VARIABLE WIDTH (G) (LIMITED IN STRATUM)
6) EASEMENT FOR ACCESS VARIABLE WIDTH (G1) (LIMITED IN STRATUM)
7) EASEMENT FOR ACCESS VARIABLE WIDTH (G2) (LIMITED IN STRATUM)
8) EASEMENT FOR ACCESS VARIABLE WIDTH (G3) (LIMITED IN STRATUM)
9) EASEMENT FOR ACCESS VARIABLE WIDTH (G4) (LIMITED IN STRATUM)
10) EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (H) (LIMITED IN STRATUM)
11) EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (J) (LIMITED IN STRATUM)
12) EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (J1) (LIMITED IN STRATUM)
13) EASEMENT TO ACCESS AND USE FACILITIES (K) (WHOLE OF LOT)
14) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (L) (LIMITED IN STRATUM)
15) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM)
16) EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (M) (LIMITED IN STRATUM)
17) EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH (N) (LIMITED IN STRATUM)
18) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (P) (LIMITED IN STRATUM)
19) EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH (R) (LIMITED IN STRATUM)
20) EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH (S) (LIMITED IN STRATUM)
21) EASEMENT FOR ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM)
22) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (V) (LIMITED IN STRATUM)
23) EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (V1) (LIMITED IN STRATUM)
24) EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (T) (LIMITED IN STRATUM)
25) EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (LIMITED IN STRATUM)
26) EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (T2) (LIMITED IN STRATUM)
27) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (LIMITED IN STRATUM)
28) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (T4) (LIMITED IN STRATUM)
29) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (T5) (LIMITED IN STRATUM)

CONTINUED ON SHEET 4

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 080401 SL3-SUB

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.5.2013

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

Subdivision Certificate No: 19/2013

Date of Endorsement: 13/5/2013

Office Use Only

DP1181334

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
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- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

30) EASEMENT FOR SEWAGE MINING SERVICE VARIABLE WIDTH (T6) (LIMITED IN STRATUM)
31) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE (Y) (LIMITED IN STRATUM)
32) EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)
33) RESTRICTION ON THE USE OF LAND
34) POSITIVE COVENANT
35) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (E) (LIMITED IN STRATUM)
36) POSITIVE COVENANT
37) POSITIVE COVENANT
38) EASEMENT TO USE AMENITIES VARIABLE WIDTH (D) (LIMITED IN STRATUM)
39) EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (Q) (LIMITED IN STRATUM)
40) EASEMENT FOR OVERHANG 2.76 WIDE (W) (LIMITED IN STRATUM)
41) EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE (AA) (LIMITED IN STRATUM)
42) POSITIVE COVENANT
43) POSITIVE COVENANT
44) RESTRICTION ON THE USE OF LAND
45) POSITIVE COVENANT

IT IS INTENDED TO RELEASE

1) EASEMENT FOR ACCESS VARIABLE WIDTH (1C) (DP 1142053)
2) EASEMENT FOR ACCESS VARIABLE WIDTH (1D) (DP 1142053)
3) EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (1E) (DP 1142053)
4) EASEMENT FOR ACCESS VARIABLE WIDTH (1F) (DP 1142053)
5) EASEMENT FOR SERVICES VARIABLE WIDTH (1G) (DP 1142053)
6) EASEMENT FOR SERVICES VARIABLE WIDTH (1J) (DP 1142053)
7) EASEMENT FOR SERVICES VARIABLE WIDTH (1L) (DP 1142053)

STREET ADDRESSES – (CONTINUED)				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
308	1–5	PARK	LANE	CHIPPENDALE
309	5	CARLTON	STREET	CHIPPENDALE
310	8	PARK	LANE	CHIPPENDALE
311	18	PARK	LANE	CHIPPENDALE
312	18A	PARK	LANE	CHIPPENDALE
313, 314 & 315 – DEDICATED AS PUBLIC ROADS				

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 080401 SL3–SUB

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DEPOSITED PLAN ADMINISTRATION SHEET

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Registered: 21.5.2013

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DP1181334

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

Subdivision Certificate No: 19/2013

Date of Endorsement: 13/5/2013

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355) in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Signature of Director/Secretary

Signature of ~~Director~~/Secretary

Jerry Lee

Name of ~~Director~~ (block letters)

Secretary

EXECUTED by FRASERS CENTRAL PARK EQUITY NO 1 PTY LTD (ACN 151 467 257) in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of ~~Director~~/Secretary

Jerry Lee

Name of Director/Secretary (block letters)

THE DEFINITION OF THE ALIGNMENT OF BALFOUR ST, CHIPPENDALE WAY, BROADWAY, KENSINGTON ST & WELLINGTON ST TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY.

MAY 10. 2013

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 080401 SL3–SUB

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Registered: 21.5.2013

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DP1181334

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

Subdivision Certificate No: 19/2013

Date of Endorsement: 13/5/2013

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by SH CENTRAL PARK DEVELOPMENT EAST PTY LIMITED (ACN 151 054 198) in accordance with section 127 of the Corporations Act:

.....
Signature of Director

Tom Abe
Name of Director (block letters)

.....
Signature of Director/~~Secretary~~

Atsuhide Seguchi
Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by **Anastasia Kalogiannis** as attorney for ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493) under registered power of attorney Book 4646 No. 191 dated 08 March 2013 in the presence of:

.....
Signature of witness

Armin Hosseinipour
Name of witness (block letters)

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

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 080401 SL3–SUB

Req:R809608 /Doc:DP 1181334 P /Rev:10-Sep-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:62 of 63
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DEPOSITED PLAN ADMINISTRATION SHEET

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Registered: 21.5.2013

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PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

Subdivision Certificate No: 19/2013

Date of Endorsement: 13/5/2013

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by FRASERS BROADWAY PTY LIMITED (ACN 122 575 286) in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of ~~Director~~/Secretary

Jerry Lee

Name of ~~Director~~ (block letters)

Secretary

EXECUTED by FRASERS CENTRAL PARK LAND NO 2 PTY LTD (ACN 151 467 800) in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of ~~Director~~/Secretary

Jerry Lee

Name of ~~Director~~/Secretary (block letters)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 080401 SL3–SUB

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.5.2013

Office Use Only

DP1181334

PLAN OF SUBDIVISION OF LOT 3 IN DP 1142053, EASEMENTS WITHIN LOTS 4 & 5 DP 1142053 AND RELEASE OF EASEMENTS WITHIN LOT 2 DP 1142053

Subdivision Certificate No: 19/2013

Date of Endorsement: 13/5/2013

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by FRASERS CENTRAL PARK EQUITY NO 2 PTY LTD (ACN 151 467 695) in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of ~~Director~~/Secretary

Jerry Lee

Name of ~~Director~~/Secretary (block letters)

EXECUTED by SH CENTRAL PARK DEVELOPMENT WEST PTY LIMITED (ACN 151 054 232) in accordance with section 127 of the Corporations Act:

Signature of Director

Tom Abe

Name of Director (block letters)

Signature of Director/Secretary

Atsuhide Segucki

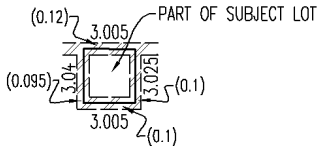
Name of Director/Secretary (block letters)

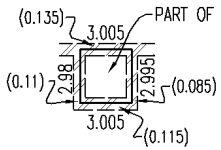
If space is insufficient use additional annexure sheet

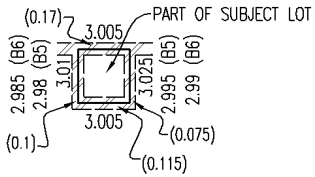
SURVEYORS REFERENCE: 080401 SL3–SUB

LOCATION PLAN – BASEMENT LEVEL 4 AND BELOW

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334







PT 310
D.P.1181334

PT 304
D.P.1181334

BASEMENT LEVEL 4 AND BELOW OF THE No.1, 3 & 5 PARK LANE RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 16 LEVELS OF THE CONCRETE AND GLASS PARK LANE RESIDENTIAL COMPLEX

O'CONNOR STREET

PT 301
D.P.1181334

4
D.P.1142053

WHOLE OF LOT EASEMENTS AFFECTING THE SUBJECT LOT.

- EASEMENT FOR SUPPORT AND SHELTER (A) (D.P.1181334)
- EASEMENT FOR SERVICES (B) (D.P.1181334)
- EASEMENT TO USE FIRE STAIRS PASSAGES AND EMERGENCY EQUIPMENT (C) (D.P.1181334)
- EASEMENT TO ACCESS AND USE FACILITIES (K) (D.P.1181334)

NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT RE-SHOWN ON THE FOLLOWING LOCATION PLANS

(B5) – DENOTES BOUNDARY DIMENSIONS AT BASEMENT LEVEL 5.
(B6) – DENOTES BOUNDARY DIMENSIONS AT BASEMENT LEVEL 6 AND BELOW.

Surveyor: TASY MORAITIS Surveyor's Ref: LOT 308 SP Subdivision No: 222013 Lengths are in metres. Reduction Ratio 1:300	REGISTERED 16.9.2013	SP88565 E

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION BASEMENT 4.dwg

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Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:1 of 38
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LOCATION PLAN – BASEMENT LEVEL 3

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

SHORT LINE TABLE	
1	1.535
2	3.25

PT 311 D.P.1181334

PT 310 D.P.1181334

PT 301 D.P.1181334

PT 304 D.P.1181334

4 D.P.1142053

O'CONNOR STREET

BASEMENT LEVEL 3 AND BELOW OF THE No.1, 3 & 5 PARK LANE RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 16 LEVELS OF THE CONCRETE AND GLASS PARK LANE RESIDENTIAL COMPLEX

SEE DIAGRAM 1

C.C – DENOTES CENTRE COLUMN ON BDY
S – DENOTES STORAGE
CS – DENOTES CAR SPACE
CP – DENOTES COMMON PROPERTY
(AT)(AT1) & (AT2) – SEE FLOOR PLAN SHEETS 9,10 & 11 FOR EASEMENTS BEING CREATED ON THIS PLAN

DIAGRAM 1
NOT TO SCALE

EXTENT OF EXISTING EASEMENTS
REFER TO DP 1181334 FOR THE FULL EXTENT OF EXISTING EASEMENTS

(AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 300	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION BASEMENT 3.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:2 of 38
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LOCATION PLAN – BASEMENT LEVEL 2

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

(AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(Q) – EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

S – DENOTES STORAGE
CS – DENOTES CAR SPACE
CP – DENOTES COMMON PROPERTY
CSH – DENOTES CAR SHARE SPACES

BASEMENT LEVEL 2 AND BELOW OF THEN No.1, 3 & 5 PARK LANE RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 16 LEVELS OF THE CONCRETE AND GLASS PARK LANE RESIDENTIAL COMPLEX

(AT)(AT1) & (AT2) – SEE FLOOR PLAN SHEETS 13 & 14 FOR EASEMENTS BEING CREATED ON THIS PLAN

EXTENT OF EXISTING EASEMENTS
REFER TO DP 1181334 FOR THE FULL EXTENT OF EXISTING EASEMENTS

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1:300	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION BASEMENT 2.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:3 of 38
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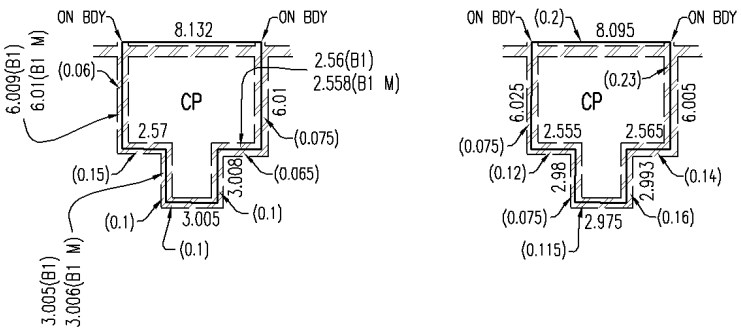
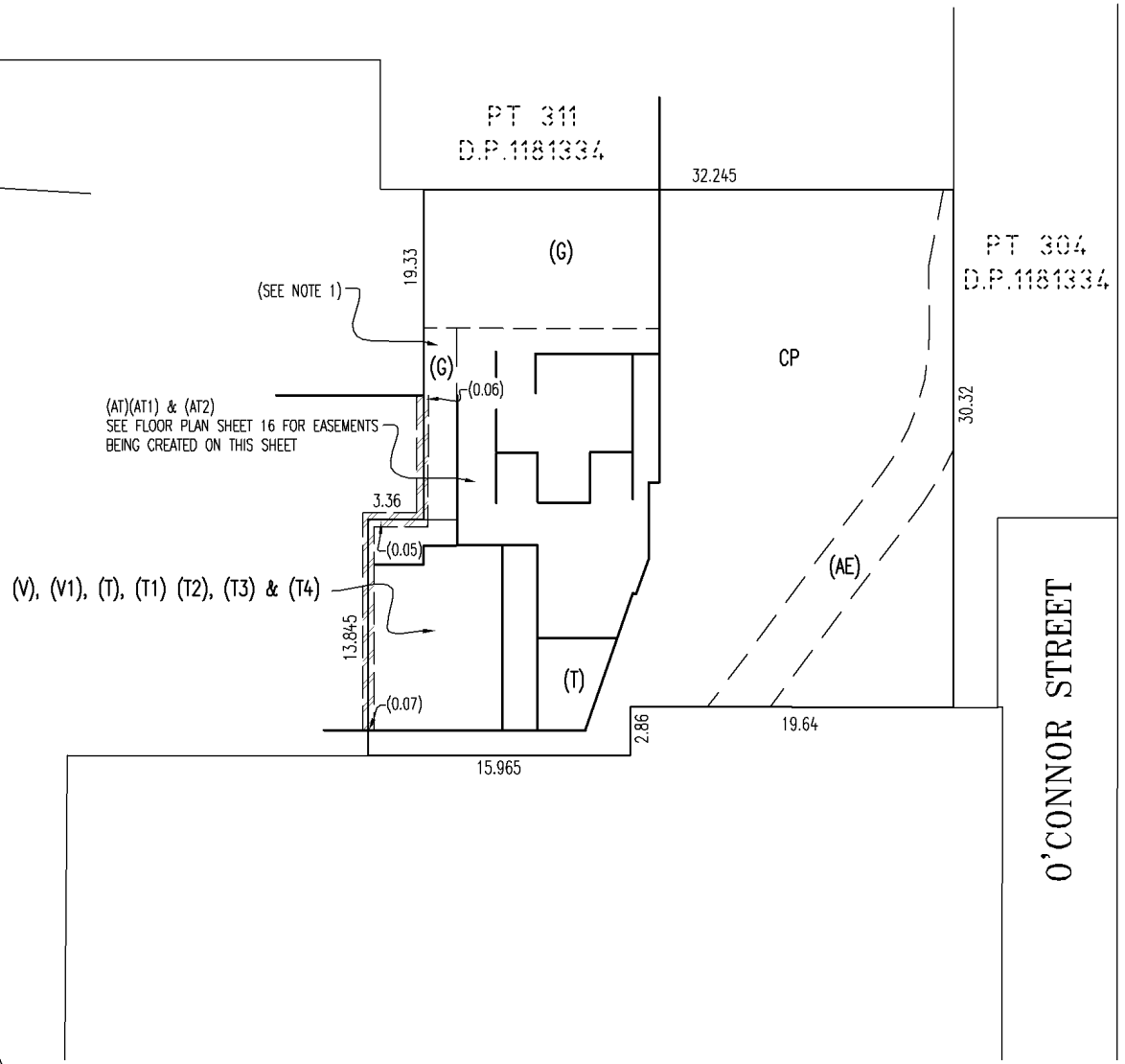
LOCATION PLAN – BASEMENT LEVEL 1 AND BASEMENT LEVEL 1 MEZZANINE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

BASEMENT LEVEL 1 AND BASEMENT LEVEL MEZZANINE OF THE No.1, 3 & 5 PARK LANE RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 16 LEVELS OF THE CONCRETE AND GLASS PARK LANE RESIDENTIAL COMPLEX





(B1) –DENOTES DIMENSION ON BASEMENT LEVEL 1
(B1 M) –DENOTES DIMENSION ON BASEMENT LEVEL 1 MEZZANINE

(AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334)
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(NOTE 1) –(G) ONLY AFFECTS BASEMENT LEVEL 1 IN THE AREA IDENTIFIED AS (NOTE 1)

CP – DENOTES COMMON PROPERTY

Surveyor: TASY MORAITIS Surveyor's Ref: LOT 308 SP Subdivision No: 222013 Lengths are in metres. Reduction Ratio 1: 300	REGISTERED 16.9.2013	SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION BASEMENT 1.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:4 of 38
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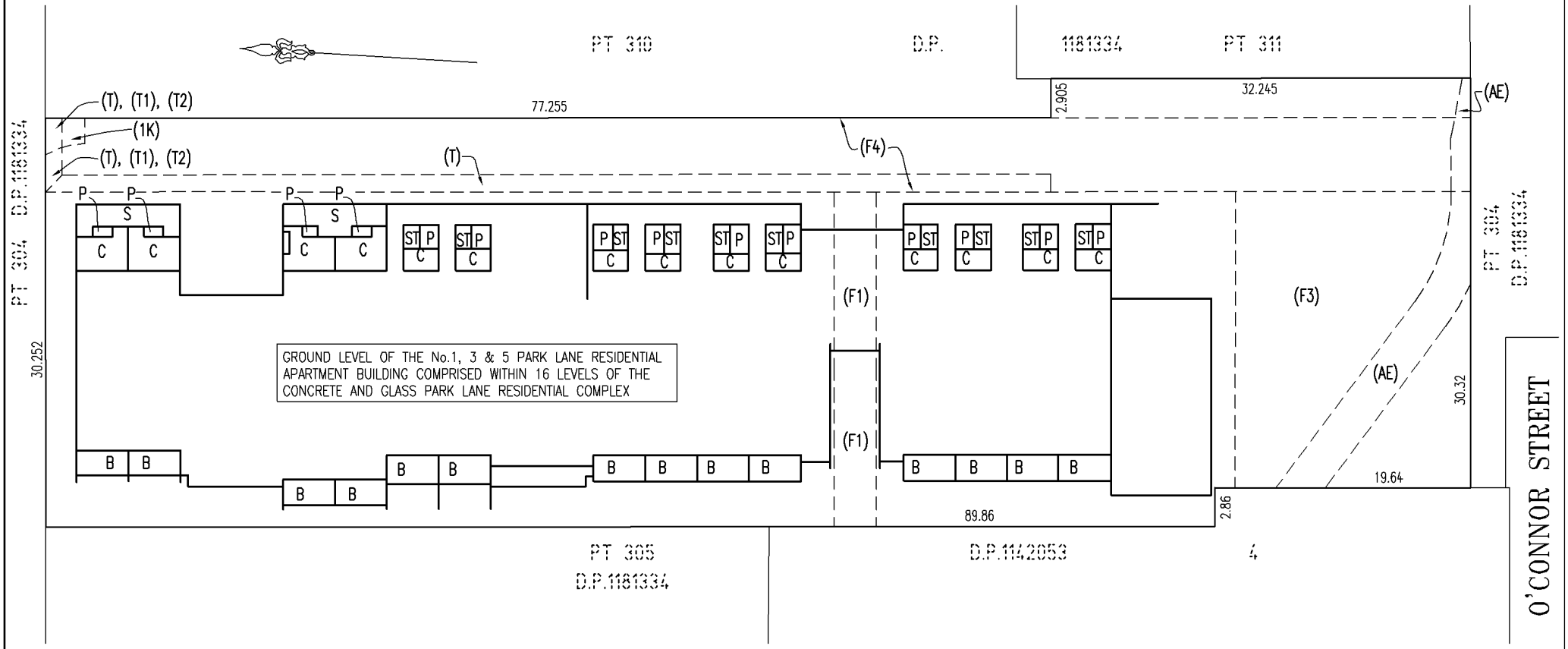
LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334



(AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(F1) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P. 1188373)
(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(F3) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1188373)
(F4) – EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1188373)

C – DENOTES COURTYARD
B – DENOTES BALCONY
P – DENOTES PLANTER
S – DENOTES STORAGE
ST – DENOTES STAIRS

Surveyor: TASY MORAITIS Surveyor's Ref: LOT 308 SP Subdivision No: 222013 Lengths are in metres. Reduction Ratio 1: 300	REGISTERED 16.9.2013	SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION GROUND.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:5 of 38
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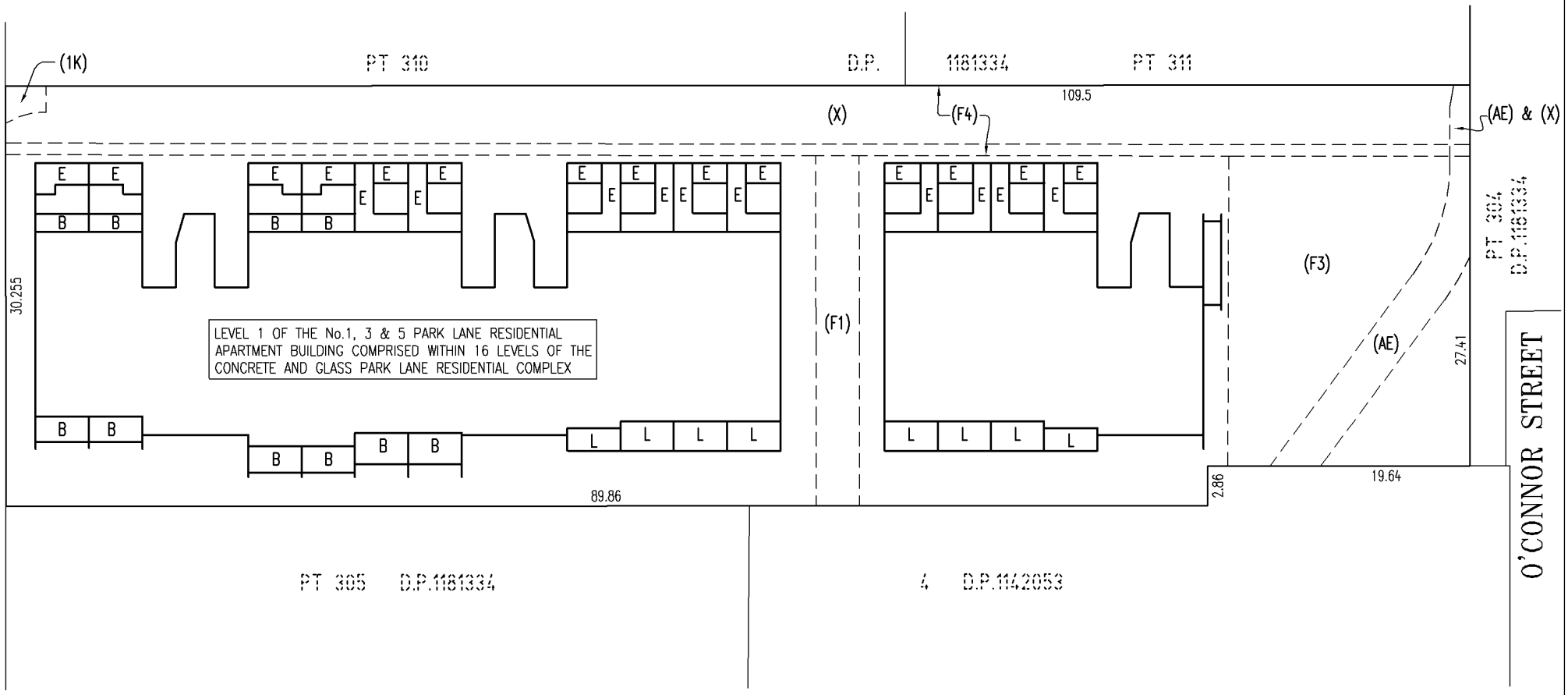
LOCATION PLAN – LEVEL 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334



(AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
(F1) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P. 1188373)
(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(F3) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P. 1188373)
(F4) – EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P. 1188373)
(X) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

E – DENOTES ENTRY
B – DENOTES BALCONY
L – DENOTES LOGGIA

Surveyor: TASY MORAITIS	REGISTERED
Surveyor's Ref: LOT 308 SP	16.9.2013
Subdivision No: 222013	SP88565
Lengths are in metres. Reduction Ratio 1:300(A3)	

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION LEVEL 1.dwg

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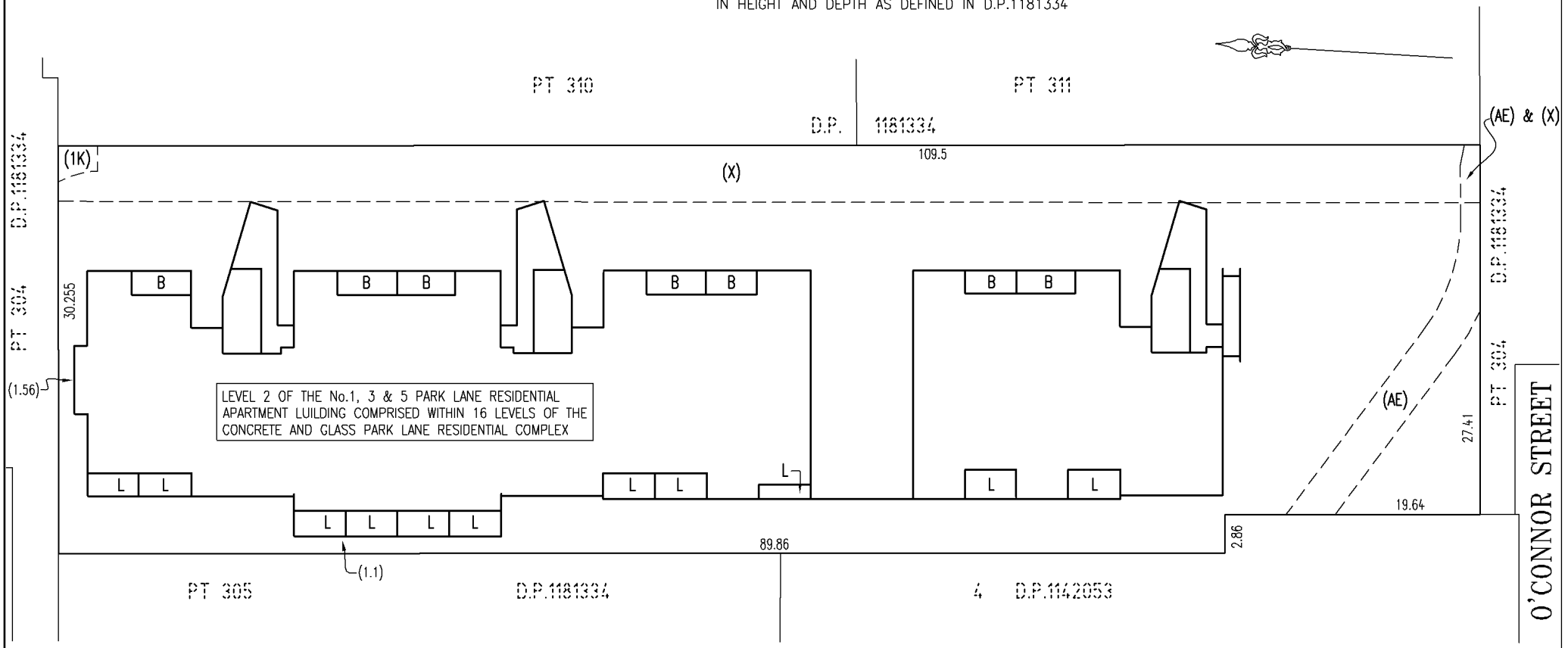
LOCATION PLAN – LEVEL 2

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334



B – DENOTES BALCONY
L – DENOTES LOGGIA

(AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
(1K) – EASEMENT FOR ACCESS VARIALLE WIDTH (D.P.1142053)
(X) – EASEMENT FOR ACCESS VARIALLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

Surveyor: TASY MORAITIS Surveyor's Ref: LOT 308 SP SuLdivision No: 222013 Lengths are in metres. Reduction Ratio 1: 300(A3)	REGISTERED 16.9.2013	SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION LEVEL 2.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:7 of 38
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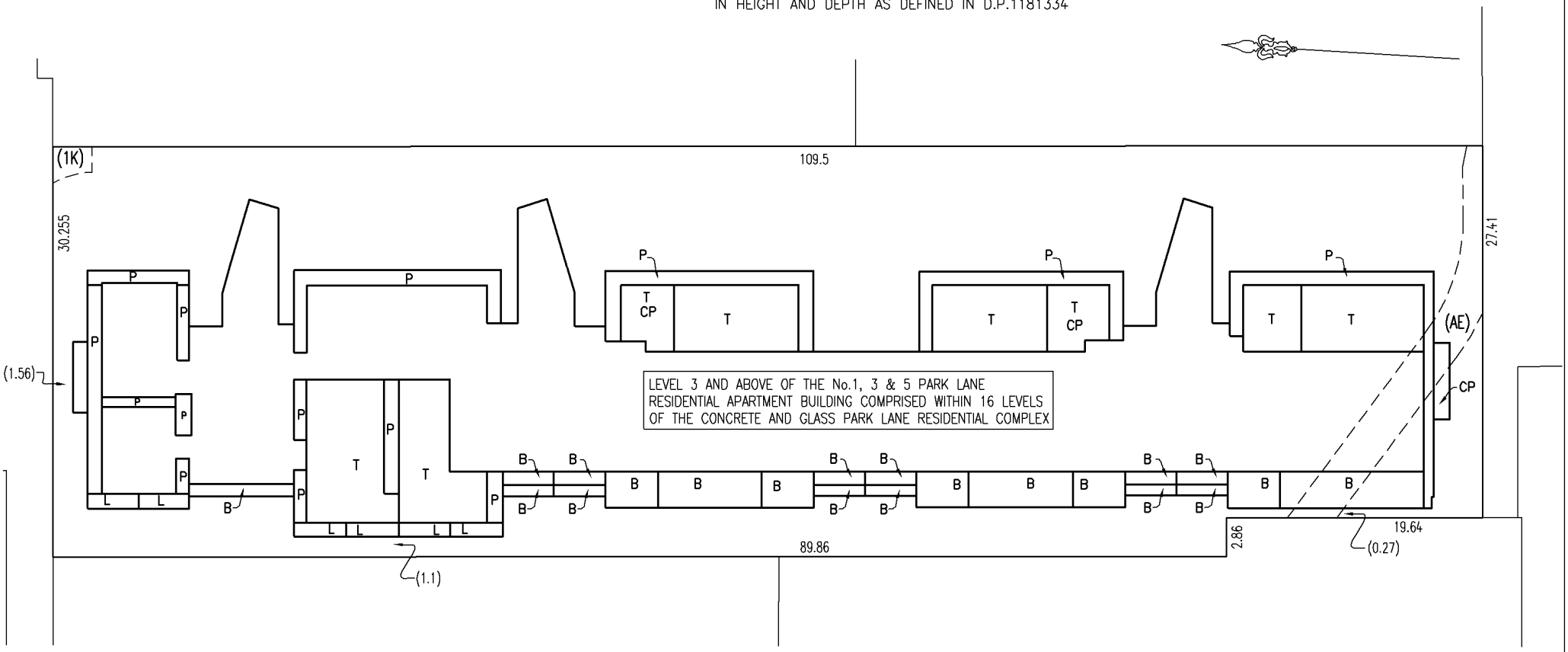
LOCATION PLAN – LEVEL 3 AND ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334



B – DENOTES BALCONY
CP – DENOTE COMMON PROPERTY
P – DENOTES PLANTER
T – DENOTES TERRACE
L – DENOTES LOGGIA

(AE) – EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES (I568157)
(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)

Surveyor: TASY MORAITIS Surveyor's Ref: LOT 308 SP Subdivision No: 222013 Lengths are in metres. Reduction Ratio 1:300(A3)	REGISTERED 16.9.2013	SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\LOCATION LEVEL 3.dwg

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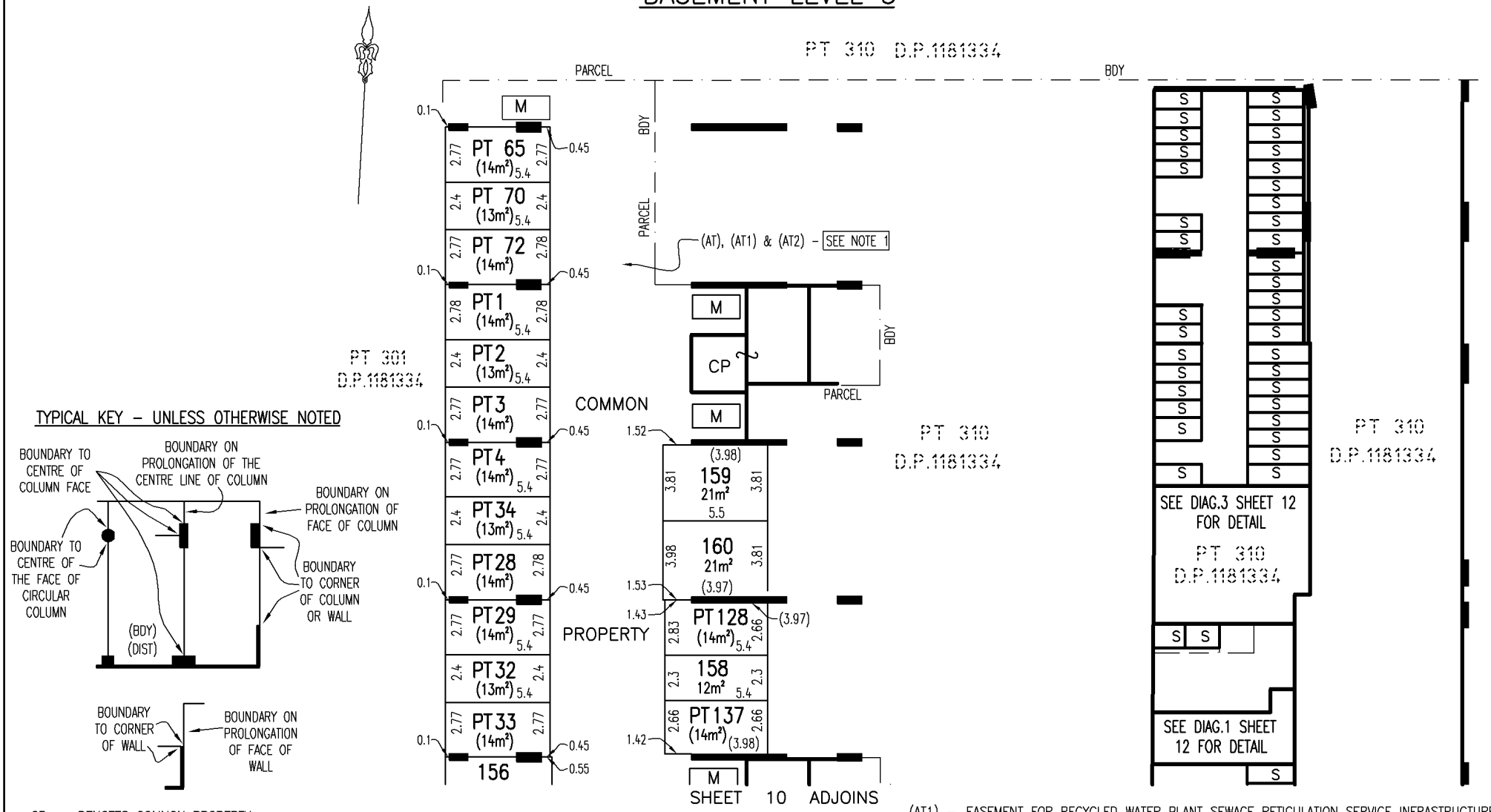
BASEMENT LEVEL 3



TYPICAL KEY – UNLESS OTHERWISE NOTED

CP – DENOTES COMMON PROPERTY
M – DENOTES MOTORCYCLE PARKING SPACE WITHIN COMMON PROPERTY
S – DENOTES STORAGE

(AT) – EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)

(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(AT2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM)

NOTE 1 – THE STRATUM OF THE EASEMENTS EXTENDS FROM CENTRE OF THE CONCRETE FLOOR SLAB TO THE CENTRE OF THE CONCRETE CEILING SLAB. THE EASEMENTS AFFECT THE WHOLE OF THE COMMON PROPERTY ON BASEMENT LEVEL 2.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS
Surveyor's Ref: LOT 308 SP
Subdivision No: 222013
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 BASE-03.dwg

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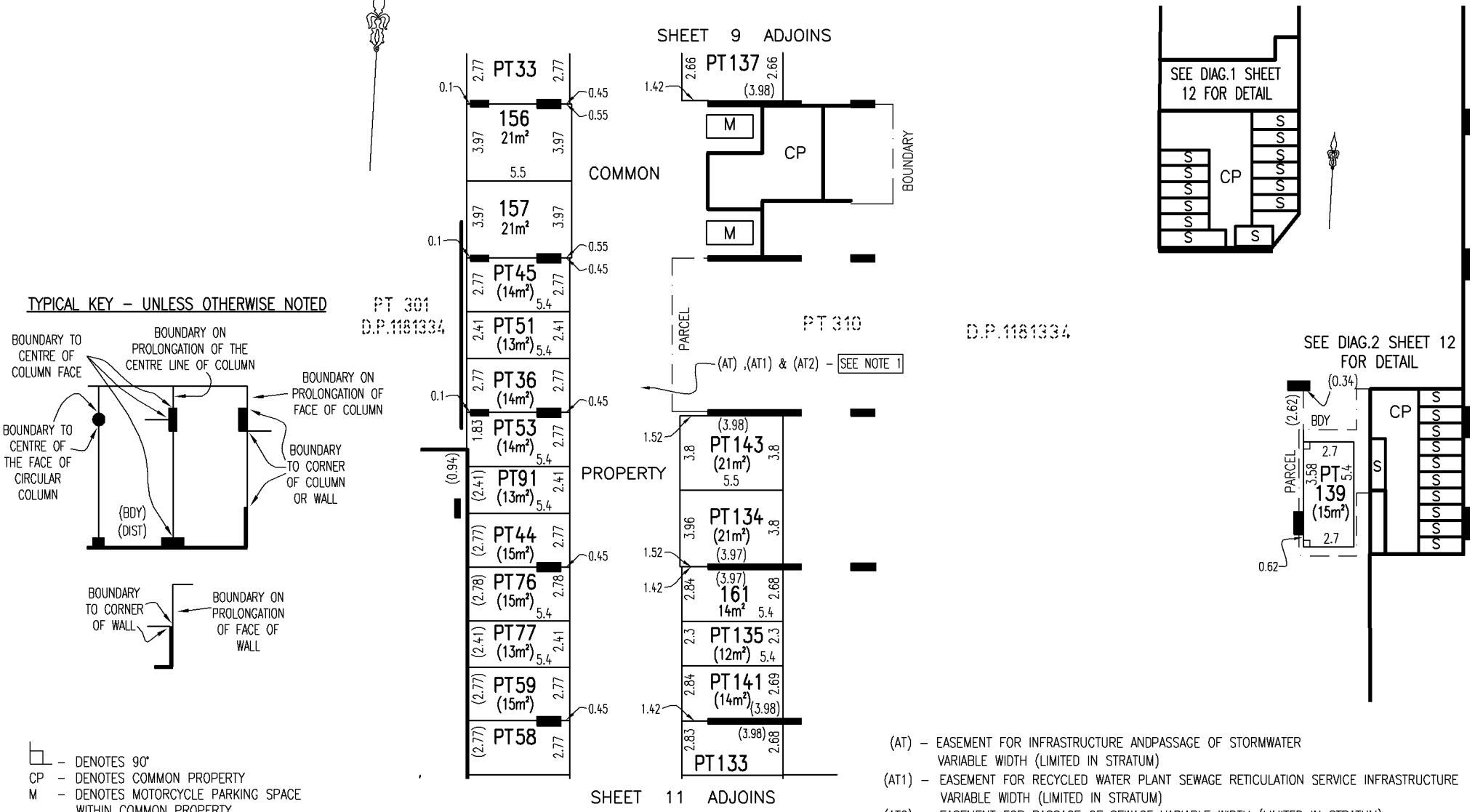
BASEMENT LEVEL 3



TYPICAL KEY – UNLESS OTHERWISE NOTED

– DENOTES 90°
CP – DENOTES COMMON PROPERTY
M – DENOTES MOTORCYCLE PARKING SPACE WITHIN COMMON PROPERTY
S – DENOTES STORAGE

(AT) – EASEMENT FOR INFRASTRUCTURE ANDPASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)
(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(AT2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM)
NOTE 1 – THE STRATUM OF THE EASEMENTS EXTENDS FROM CENTRE OF THE CONCRETE FLOOR SLAB TO THE CENTRE OF THE CONCRETE CEILING SLAB. THE EASEMENTS AFFECT THE WHOLE OF THE COMMON PROPERTY ON BASEMENT LEVEL 2.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS
Surveyor's Ref: LOT 308 SP
Subdivision No: 222013
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 BASE-03.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:10 of 38
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BASEMENT LEVEL 3

NOTE 1A - VOID WAS FOR A CRANE DURING DEVELEOPMENT AND THE VOID IS NO LONGER PRESENT IN THE BUILDING

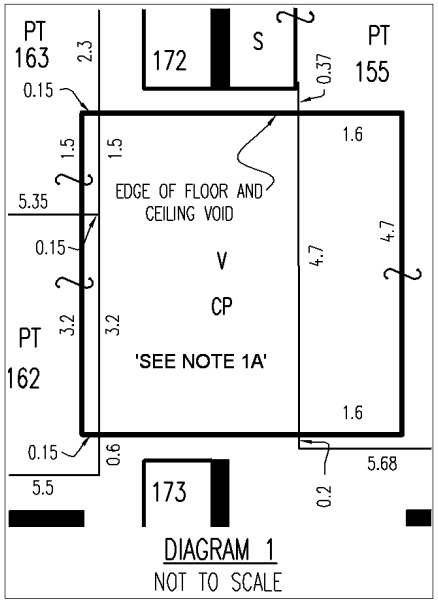


DIAGRAM 1
NOT TO SCALE

SHEET 10 ADJOINS

PT 310 D.P.1181334

4 D.P.1142053

PT59 PT58 (15m²) PT57 (13m²) PT56 (15m²) PT55 (15m²) PT39 (13m²) PT38 (15m²) PT116 (14m²) PT37 (14m²)

COMMON PROPERTY

PT141 PT133 PT144 (12m²) PT142 (15m²) PT50 (21m²) 167 21m² PT87 (13m²) PT66 (15m²) PT152 (43m²)

PROPERTY

M CP M

(AT) ,(AT1) & (AT2) SEE NOTE 1

PT 74 (18m²)

PT 153 (28m²) 163 21m² F. 162 21m² W. 172 3m² 173 3m²

COMMON PROPERTY

PT 151 (45m²)

PT 44 (2m²) PT 154 (35m²) PT 155 (40m²) PT 36 (3m²) PT 140 (24m²) 169 14m² PT 38 (3m²) PT 37 (2m²)

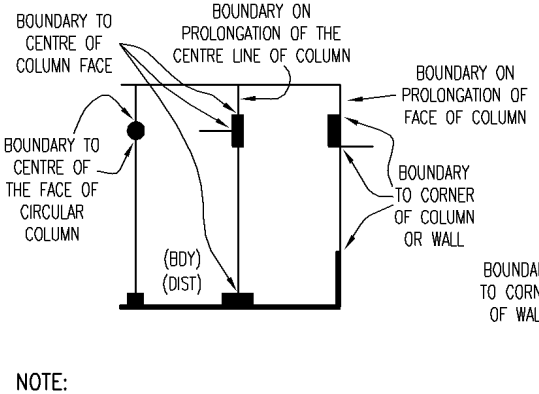
BOUNDARY PARCEL

PT 311 D.P.1181334

PT 310 D.P.1181334

– DENOTES 90°
CP – DENOTES COMMON PROPERTY
M – DENOTES MOTORCYCLE PARKING SPACE WITHIN COMMON PROPERTY
S – DENOTES STORAGE
L.W.F.C – DENOTES LINE WEST FACE OF COLUMNS
V – DENOTES VOID

TYPICAL KEY – UNLESS OTHERWISE NOTED



THE STRATUM OF THE PARTS OF CARSPACE LOTS 155,162 AND 163, WHERE NOT HAVING A FLOOR OR CEILING IS LIMITED IN DEPTH TO A PLANE EQUIVALENT WITH THE UPPER SURFACE OF THE ADJACENT CONCRETE FLOOR AND IN HEIGHT TO 2.4 METRES ABOVE THAT PLANE. – SEE DIAGRAM 1 FOR DETAIL.

(AT) – EASEMENT FOR INFRASTRUCTURE ANDPASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)
(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(AT2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM)
NOTE 1 – THE STRATUM OF THE EASEMENTS EXTENDS FROM CENTRE OF THE CONCRETE FLOOR SLAB TO THE CENTRE OF THE CONCRETE CEILING SLAB. THE EASEMENTS AFFECT THE WHOLE OF THE COMMON PROPERTY ON BASEMENT LEVEL 2.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 BASE-03.dwg

'NOTE 1 A' ADDED SEE 2020/379 23.4.2020
28.10.2013 A LINE DEFINING BOUNDARY BETWEEN LOT 38 & 151 ADDED VIDE 2013-1340

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BASEMENT LEVEL 3
STORAGE LOT DETAIL

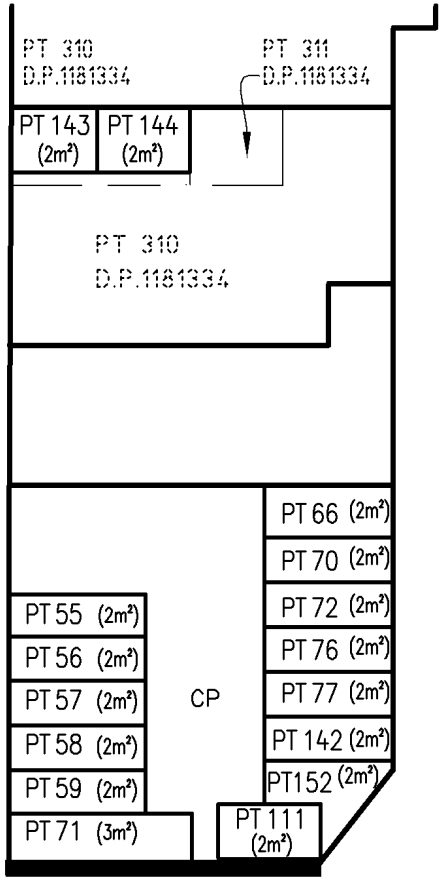

DIAGRAM 1

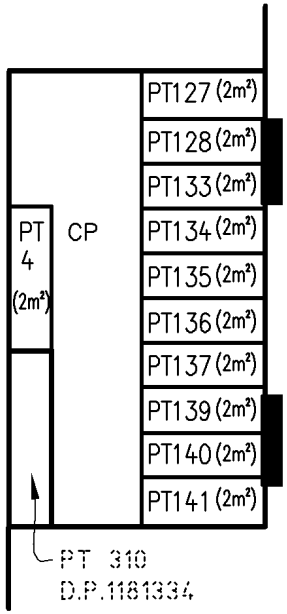

DIAGRAM 2

CP – DENOTES COMMON PROPERTY

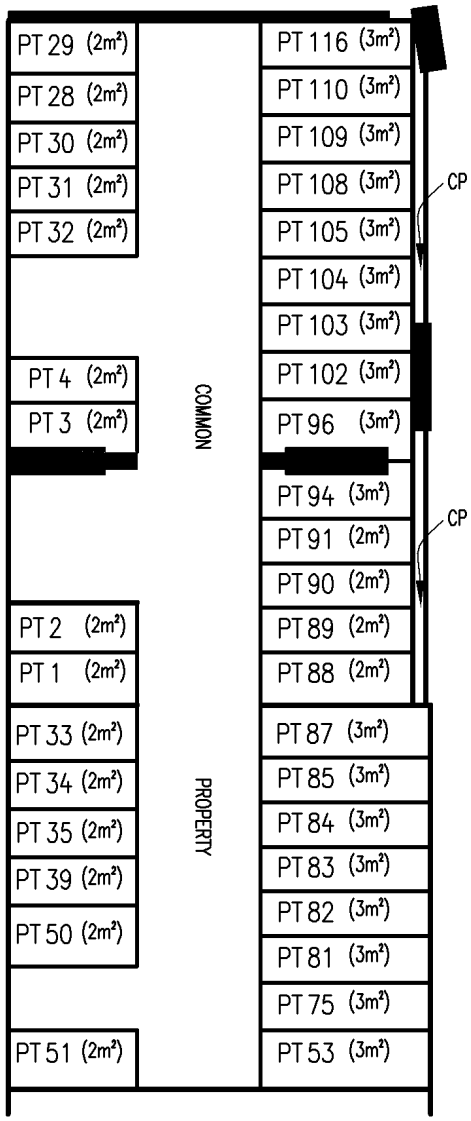

DIAGRAM 3

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 100	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 BASE-03.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:12 of 38
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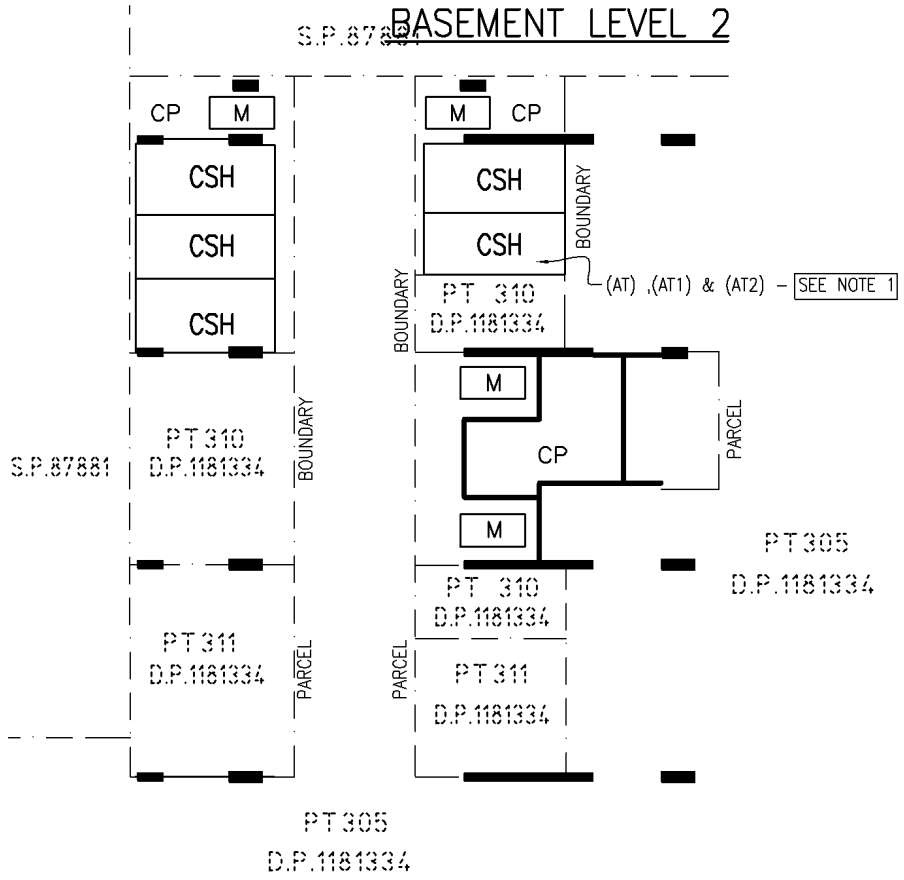
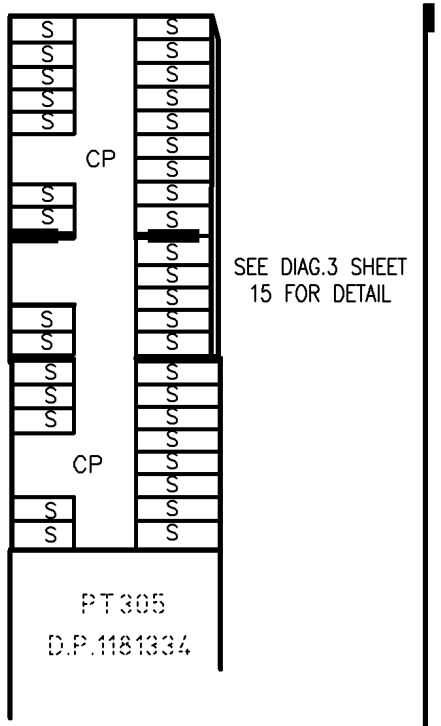
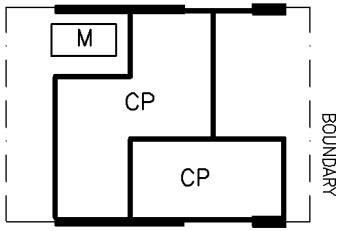
BASEMENT LEVEL 2







(AT) – EASEMENT FOR INFRASTRUCTURE ANDPASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)

(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

(AT2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM)

NOTE 1 – THE STRATUM OF THE EASEMENTS EXTENDS FROM CENTRE OF THE CONCRETE FLOOR SLAB TO THE CENTRE OF THE CONCRETE CEILING SLAB. THE EASEMENTS AFFECT THE WHOLE OF THE COMMON PROPERTY ON BASEMENT LEVEL 2.

CP – DENOTES COMMON PROPERTY
M – DENOTES MOTORCYCLE PARKING SPACE WITHIN COMMON PROPERTY
S – DENOTES STORAGE
CSH – DENOTES CAR SHARE SPACE WITHIN COMMON PROPERTY

NOTE:

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 BASE-02.dwg

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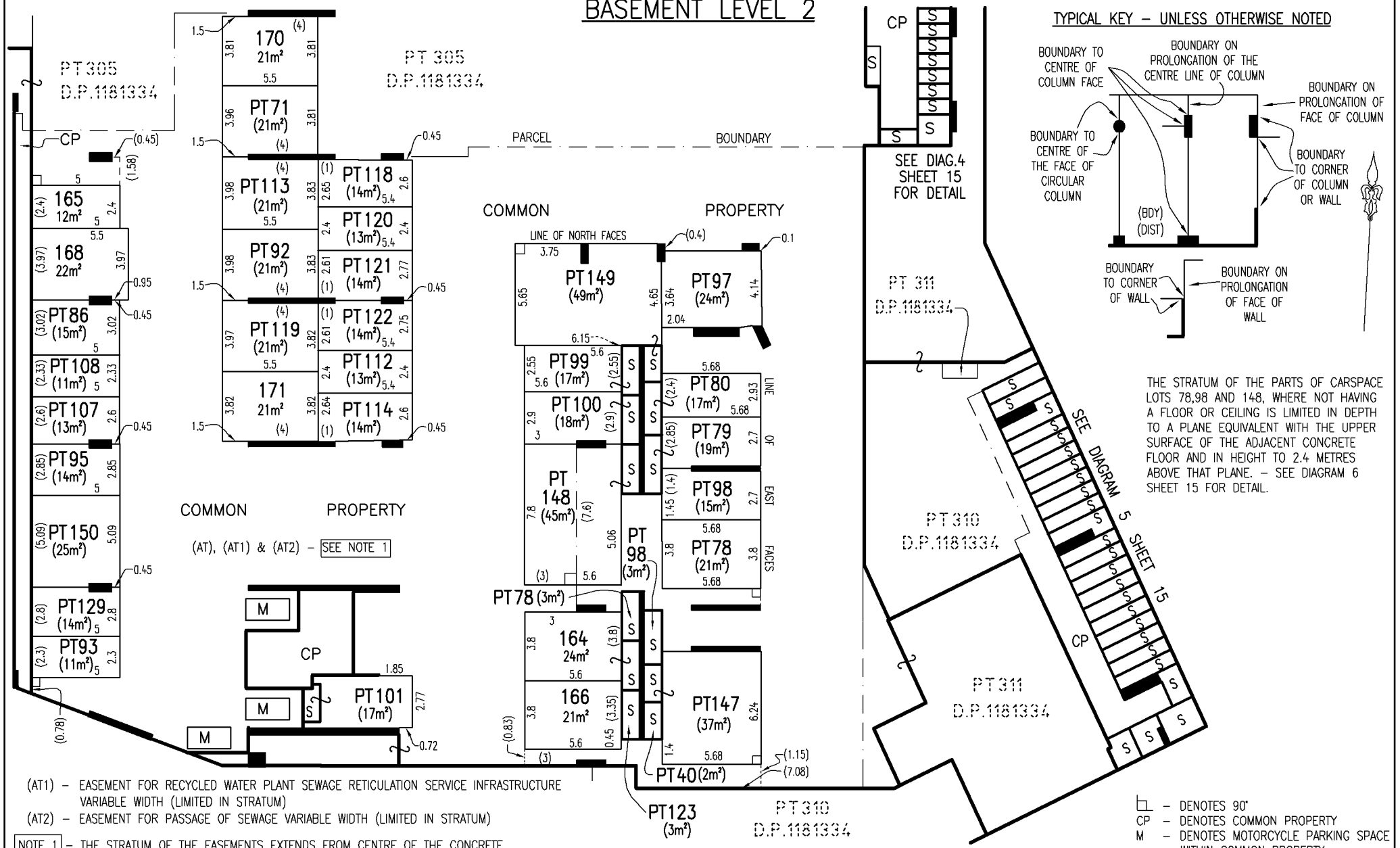
BASEMENT LEVEL 2



TYPICAL KEY – UNLESS OTHERWISE NOTED

THE STRATUM OF THE PARTS OF CARSPACE LOTS 78,98 AND 148, WHERE NOT HAVING A FLOOR OR CEILING IS LIMITED IN DEPTH TO A PLANE EQUIVALENT WITH THE UPPER SURFACE OF THE ADJACENT CONCRETE FLOOR AND IN HEIGHT TO 2.4 METRES ABOVE THAT PLANE. – SEE DIAGRAM 6 SHEET 15 FOR DETAIL.

(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

(AT2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM)

NOTE 1 – THE STRATUM OF THE EASEMENTS EXTENDS FROM CENTRE OF THE CONCRETE FLOOR SLAB TO THE CENTRE OF THE CONCRETE CEILING SLAB. THE EASEMENTS AFFECT THE WHOLE OF THE COMMON PROPERTY ON BASEMENT LEVEL 2.

(AT) – EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)

– DENOTES 90°
CP – DENOTES COMMON PROPERTY
M – DENOTES MOTORCYCLE PARKING SPACE WITHIN COMMON PROPERTY
S – DENOTES STORAGE

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1:200	

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BASEMENT LEVEL 2
STORAGE LOT DETAIL

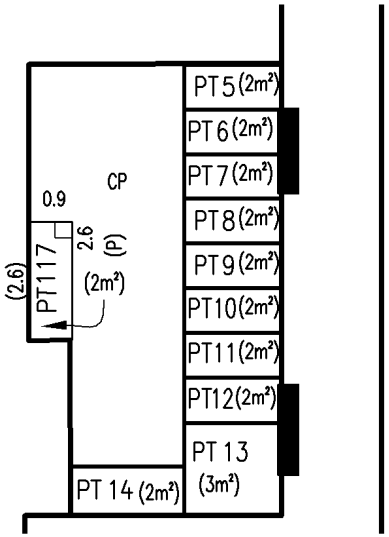

DIAGRAM 4

CP – DENOTES COMMON PROPERTY
V – DENOTES VOID
– DENOTES 90°
P – DENOTES PROLONGATION OF EAST FACE OF WALL

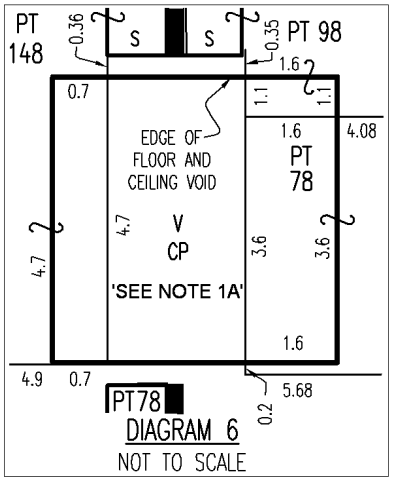

DIAGRAM 6
NOT TO SCALE

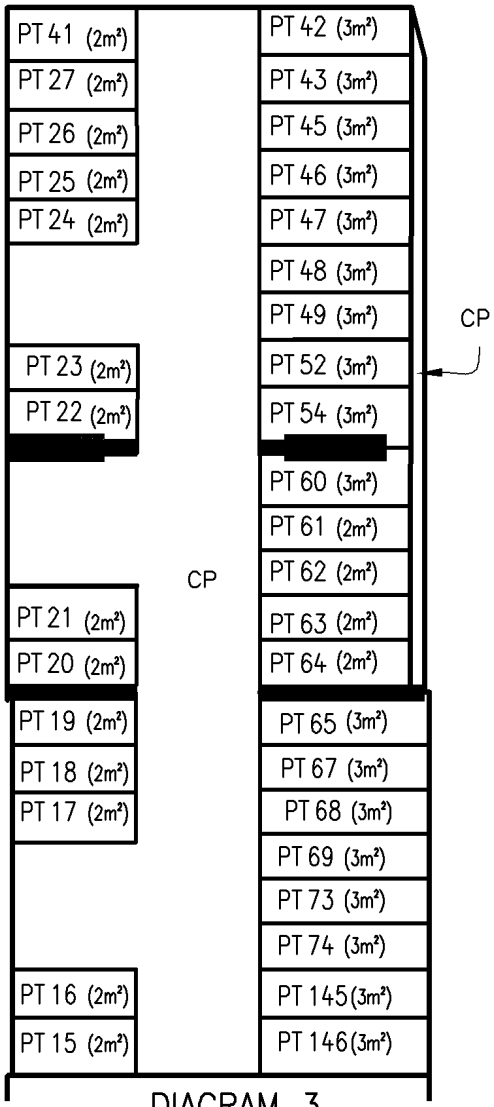

DIAGRAM 3

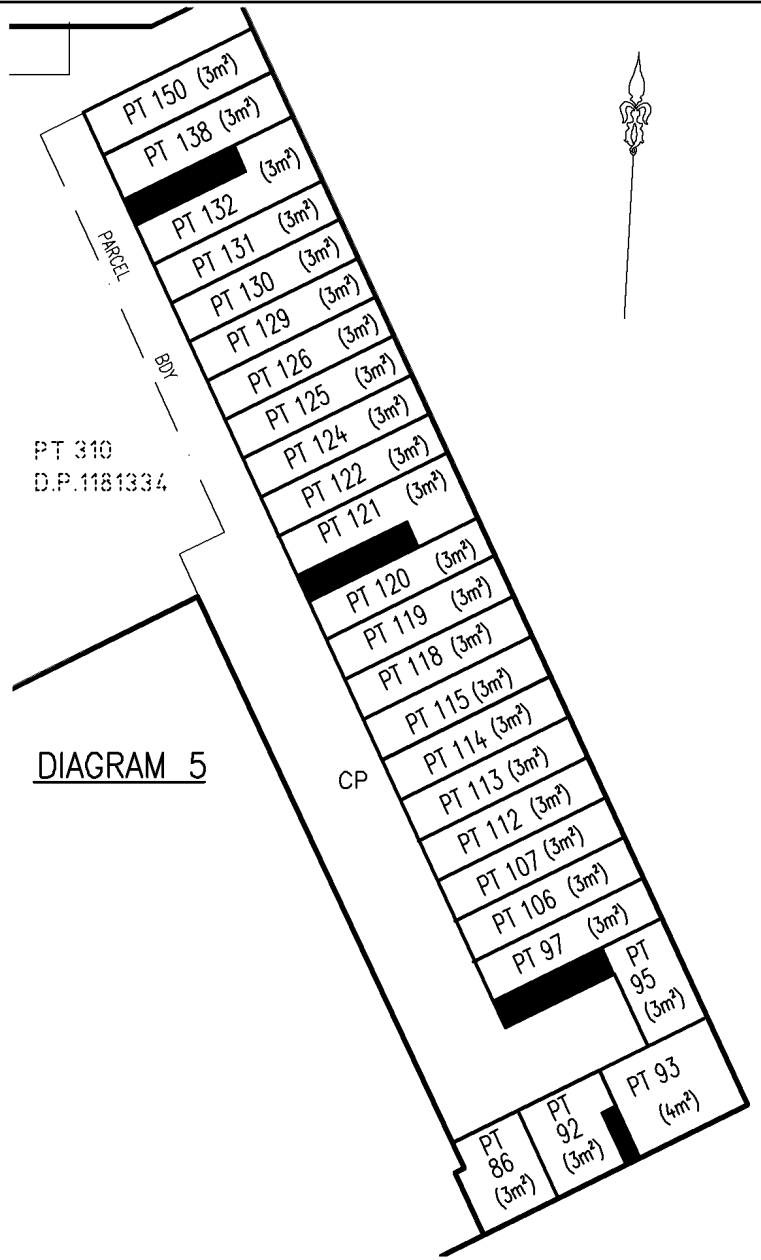

DIAGRAM 5

NOTE 1A - VOID WAS FOR A CRANE DURING DEVELEOPMENT AND THE VOID IS NO LONGER PRESENT IN THE BUILDING

NOTE:
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THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: LOT 308 SP Subdivision No: 222013 Lengths are in metres. Reduction Ratio 1: 100	REGISTERED 16.9.2013	SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 BASE-02.dwg

'NOTE 1 A' ADDED SEE 2020/379 23.4.2020

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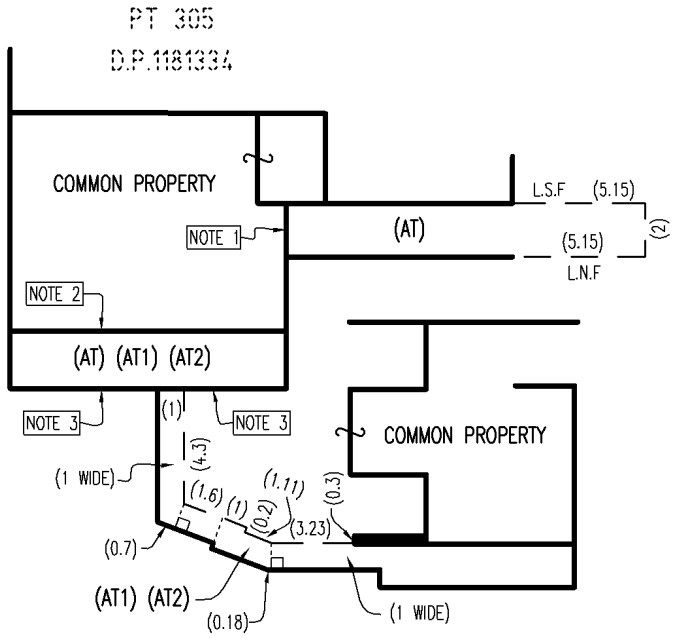
BASEMENT LEVEL 1 AND BASEMENT LEVEL 1 MEZZANINE



L.S.F – DENOTES LINE OF SOUTH FACE OF WALL
L.N.F – DENOTES LINE OF NORTH FACE OF WALL
⌐ – DENOTES 90°

(AT) – EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)
(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(AT2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM)

NOTE: THE STRATUM OF EASEMENT SITES EXTEND FROM THE CENTRE OF CONCRETE FLOOR SLAB TO THE CENTRE OF CONCRETE CEILING SLAB

NOTE 1 – EASEMENT EXTENDS TO THE WEST FACE OF THE WALL
NOTE 2 – EASEMENT EXTENDS TO THE NORTH FACE OF THE WALL
NOTE 3 – EASEMENT EXTENDS TO THE SOUTH FACE OF THE WALL

NOTE:
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Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 16.9.2013

SP88565

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

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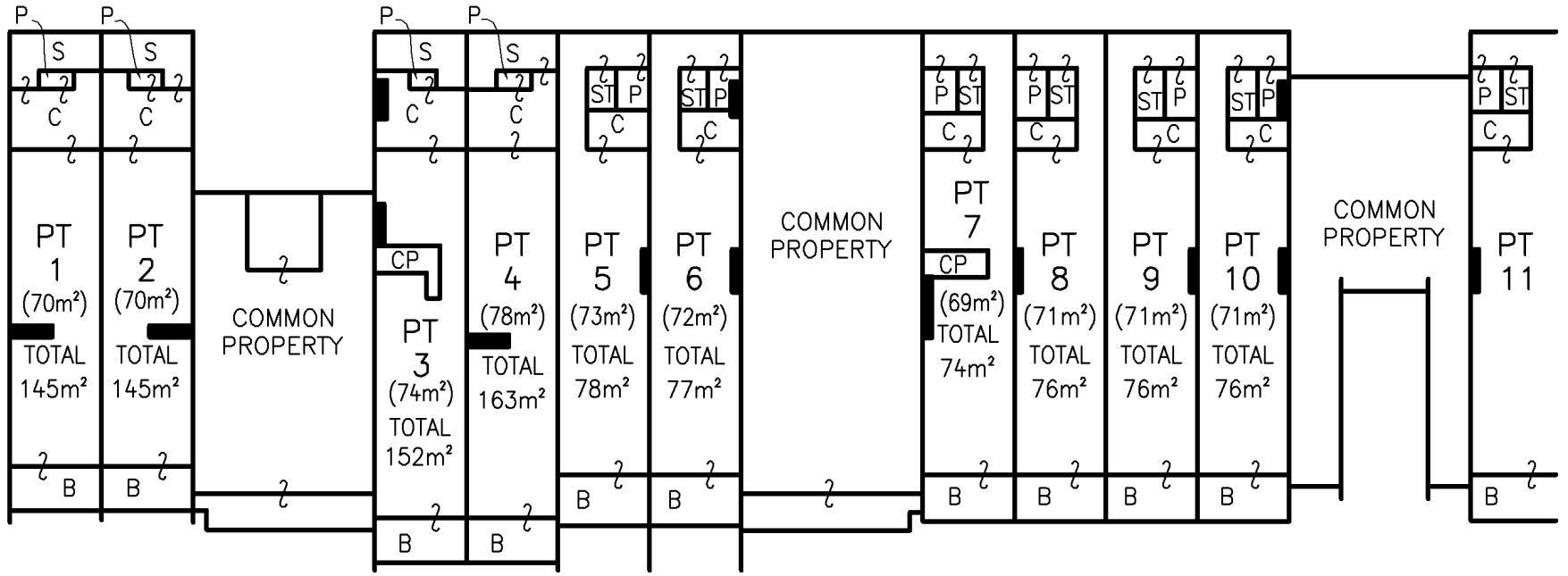
GROUND LEVEL



B – DENOTES BALCONY
C – DENOTES COURTYARD
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
S – DENOTES STORE
ST – DENOTES STAIRS

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS LOCATED BELOW INTERNAL STAIRS FORM PART OF THEIR RESPECTIVE LOTS

THE STRATUM OF THE BALCONIES & PLANTERS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 1, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THE STRATUM OF THE COURTYARDS & STAIRS WHERE NOT COVERED BY LEVEL 1 , IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE TILED FLOORS.

THE STRATUM OF THE COURTYARD & STAIRS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS

ALL BALUSTRADING ATTACHED TO THE STAIRS IS COMMON PROPERTY

NOTE:

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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Lengths are in metres. Reduction Ratio 1:200	

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SP88565

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

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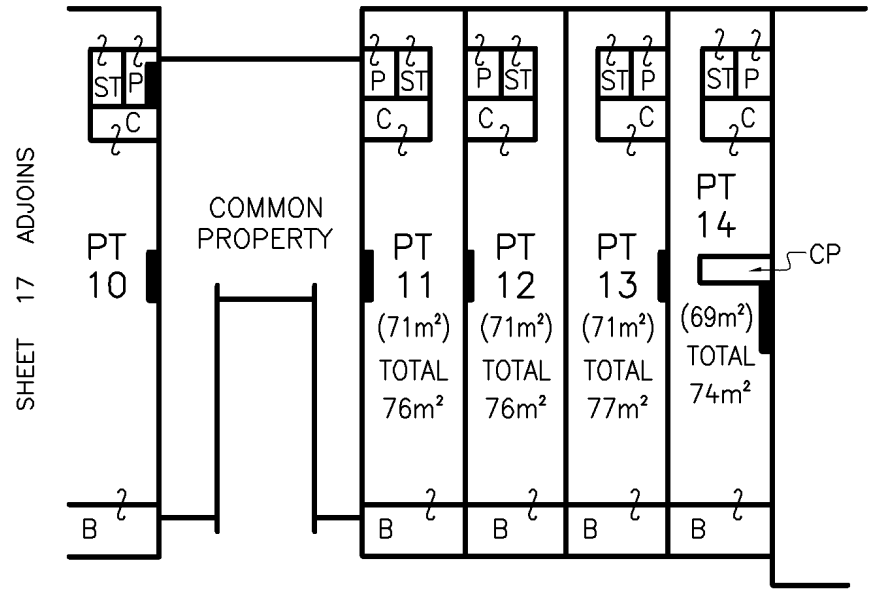
GROUND LEVEL



B – DENOTES BALCONY
C – DENOTES COURTYARD
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
ST – DENOTES STAIRS

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES & PLANTERS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 1, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THE STRATUM OF THE COURTYARDS & STAIRS WHERE NOT COVERED BY LEVEL 1 , IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE TILED FLOORS.

THE STRATUM OF THE COURTYARD & STAIRS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS

ALL BALUSTRADING ATTACHED TO THE STAIRS IS COMMON PROPERTY

NOTE:

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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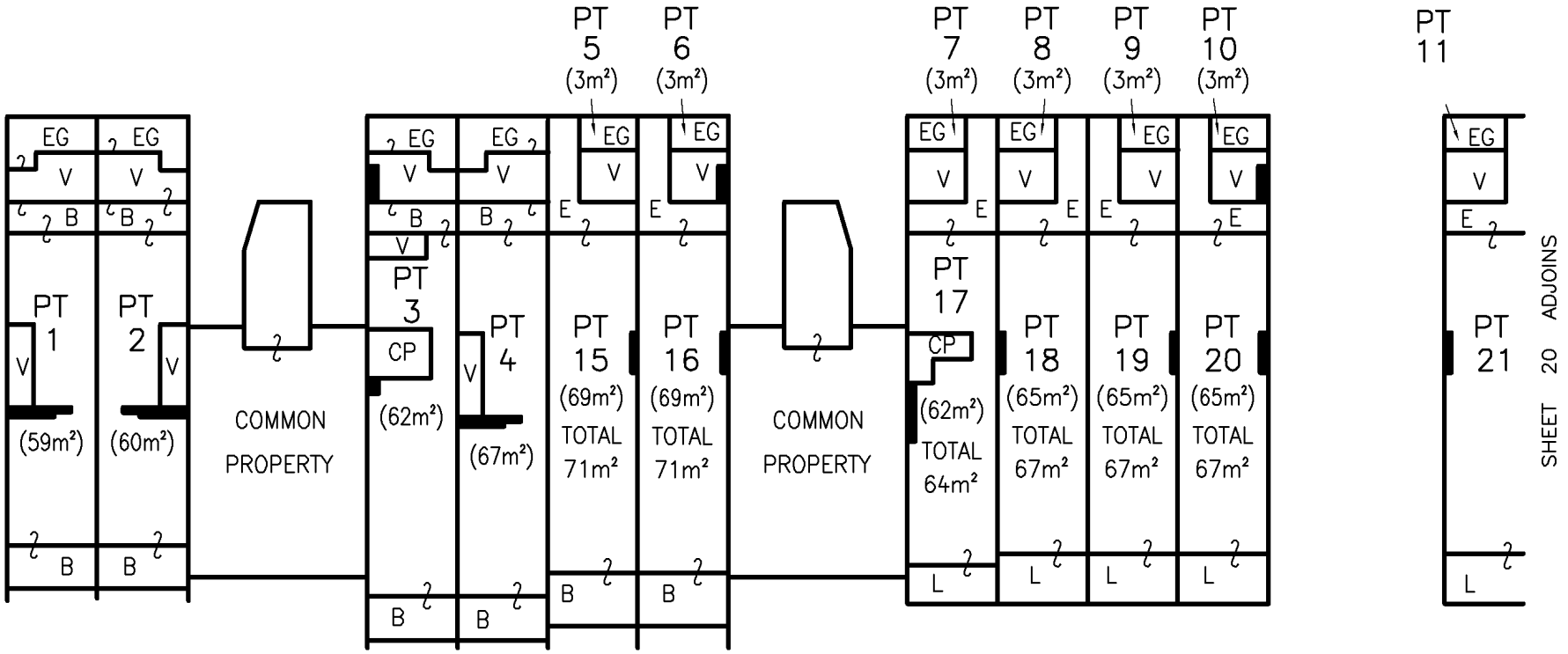
LEVEL 1



B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY
E – DENOTES ENTRY
EG – DENOTES ENTRY TO GROUND LEVEL
L – DENOTES COVERED LOGGIA
V – DENOTES VOID TO GROUND LEVEL

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE ENTRIES WHERE NOT COVERED BY LEVEL 2, IS LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE TILED FLOORS.

THE STRATUM OF THE ENTRIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS

ALL BALUSTRADING ATTACHED TO THE ENTRIES IS COMMON PROPERTY

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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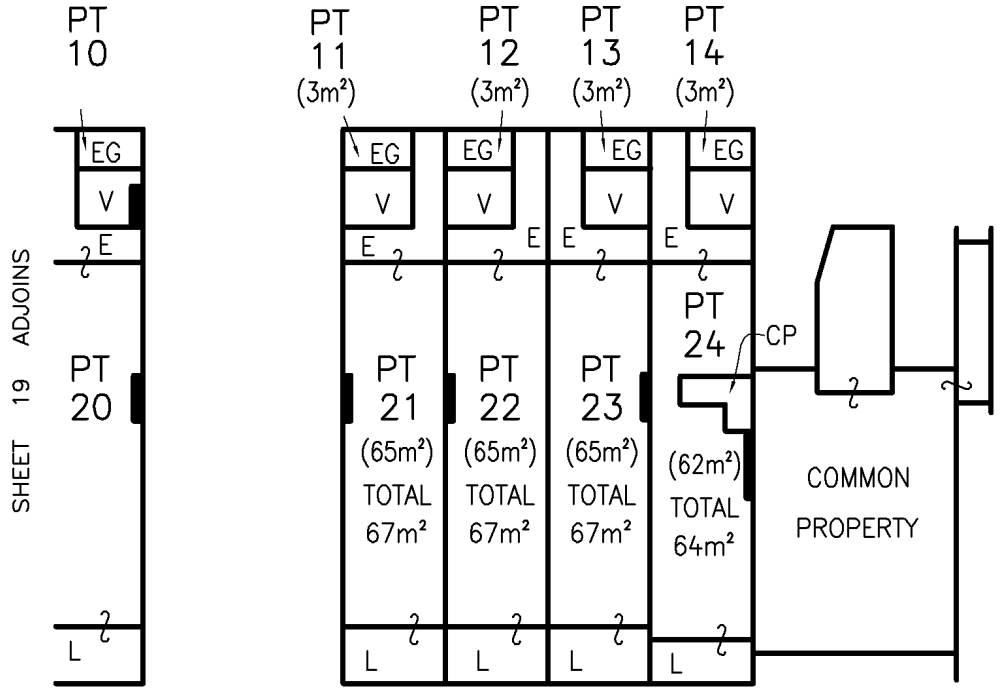
LEVEL 1



L – DENOTES COVERED LOGGIA
CP – DENOTES COMMON PROPERTY
E – DENOTES ENTRY
EG – DENOTES ENTRY TO GROUND LEVEL
V – DENOTES VOID TO GROUND LEVEL

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE LOGGIAS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

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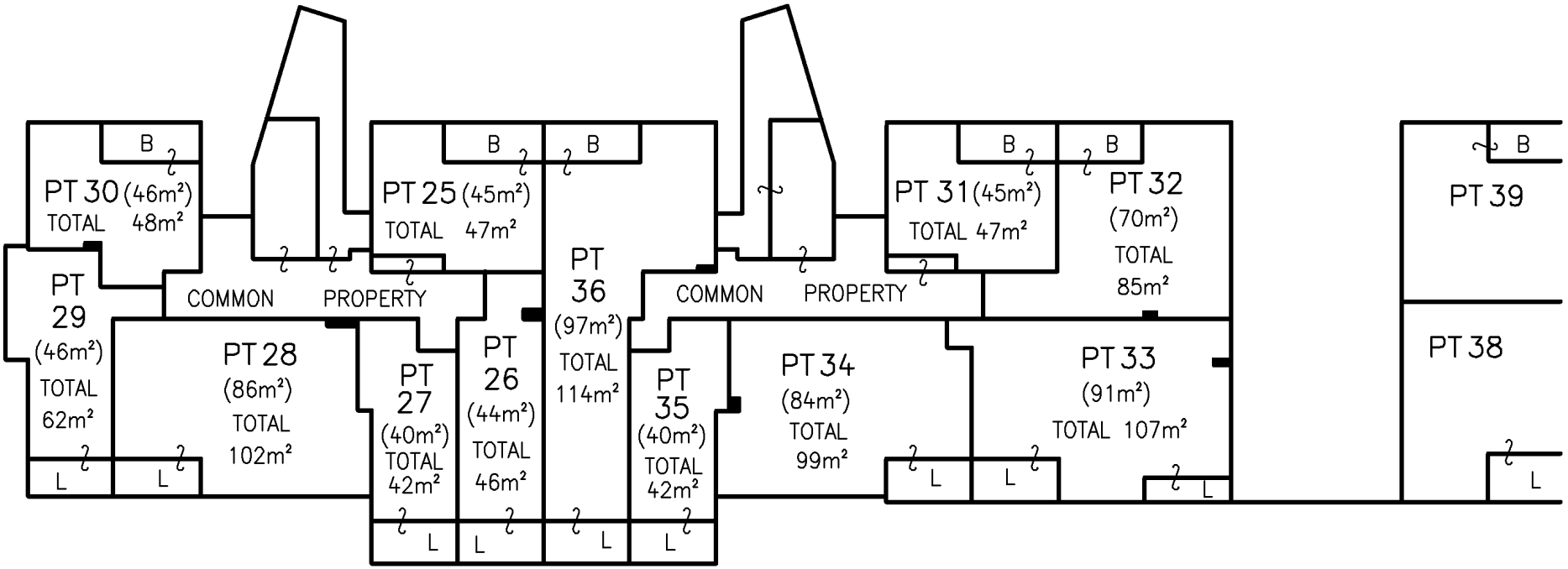
LEVEL 2



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

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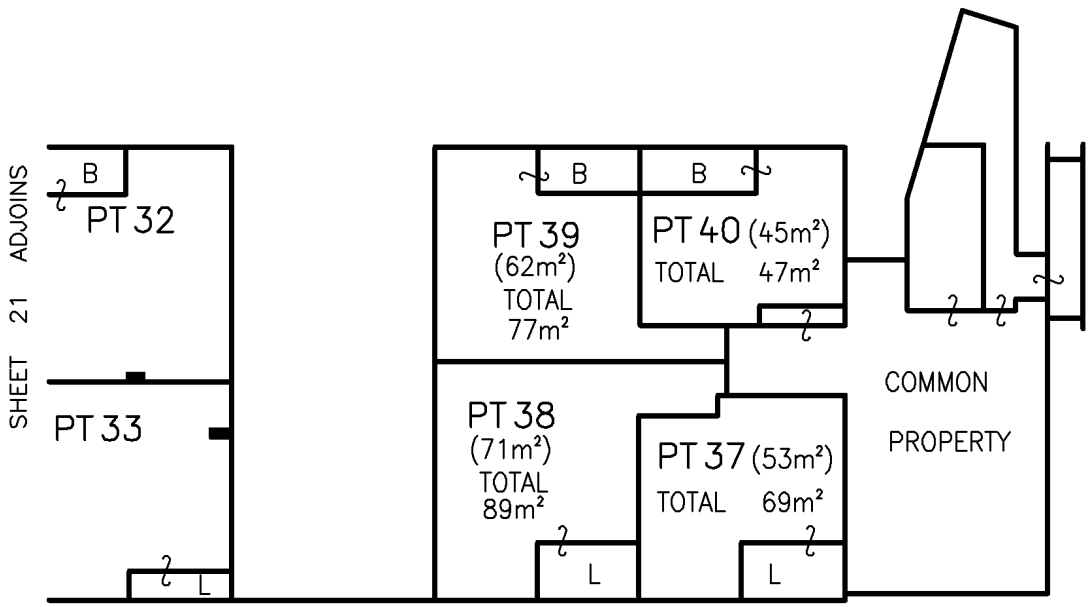
LEVEL 2



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-02.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:22 of 38
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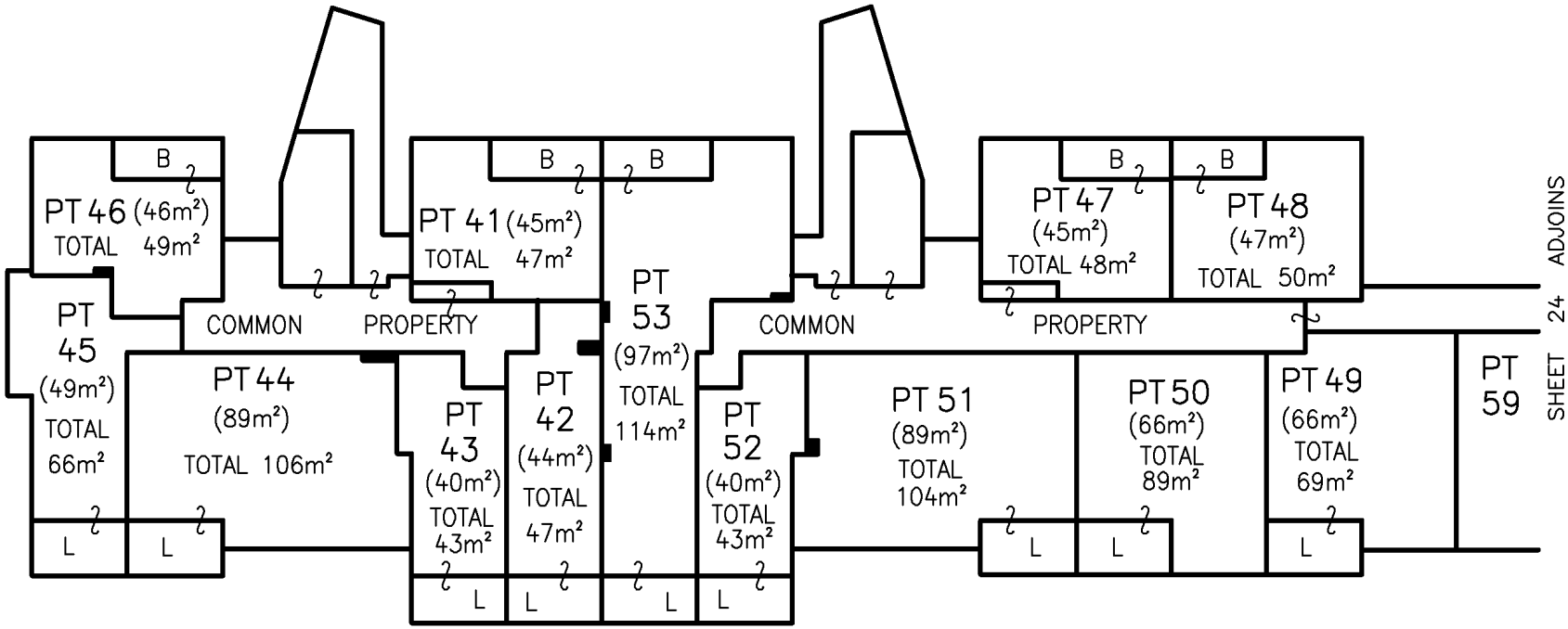
LEVEL 3



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

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Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-03.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:23 of 38
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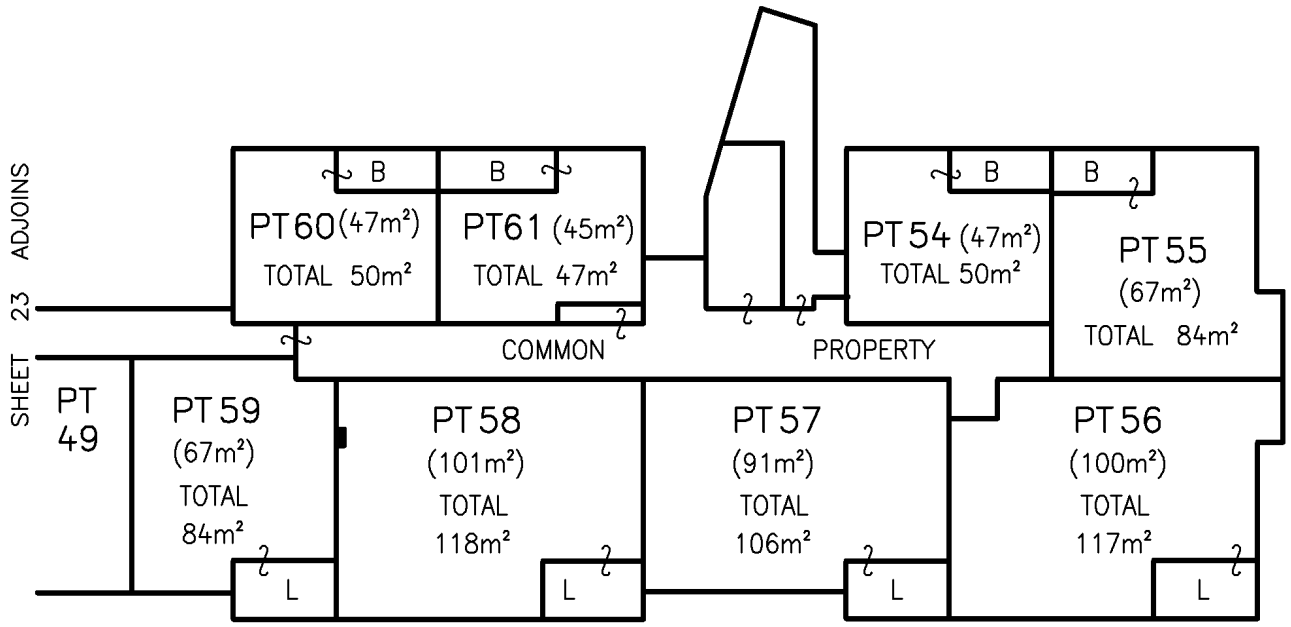
LEVEL 3



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

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Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-03.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:24 of 38
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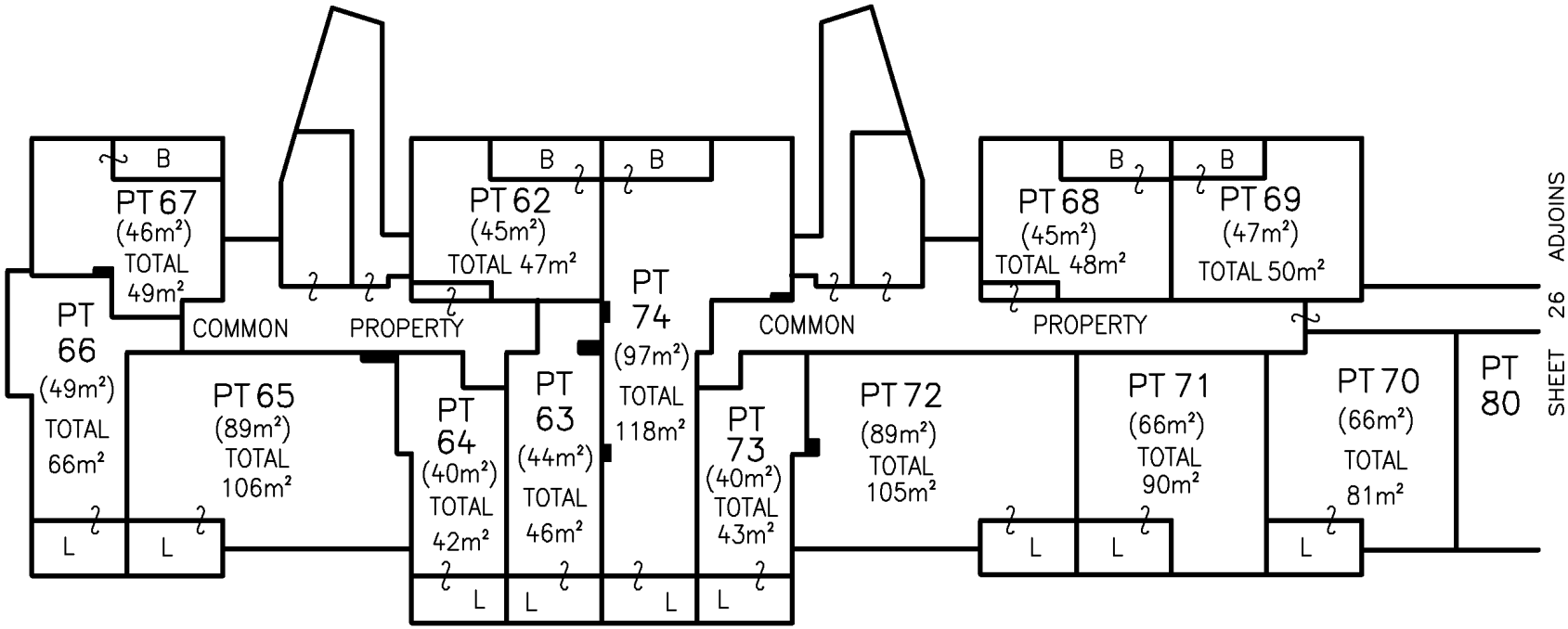
LEVEL 4



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

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Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-04.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:25 of 38
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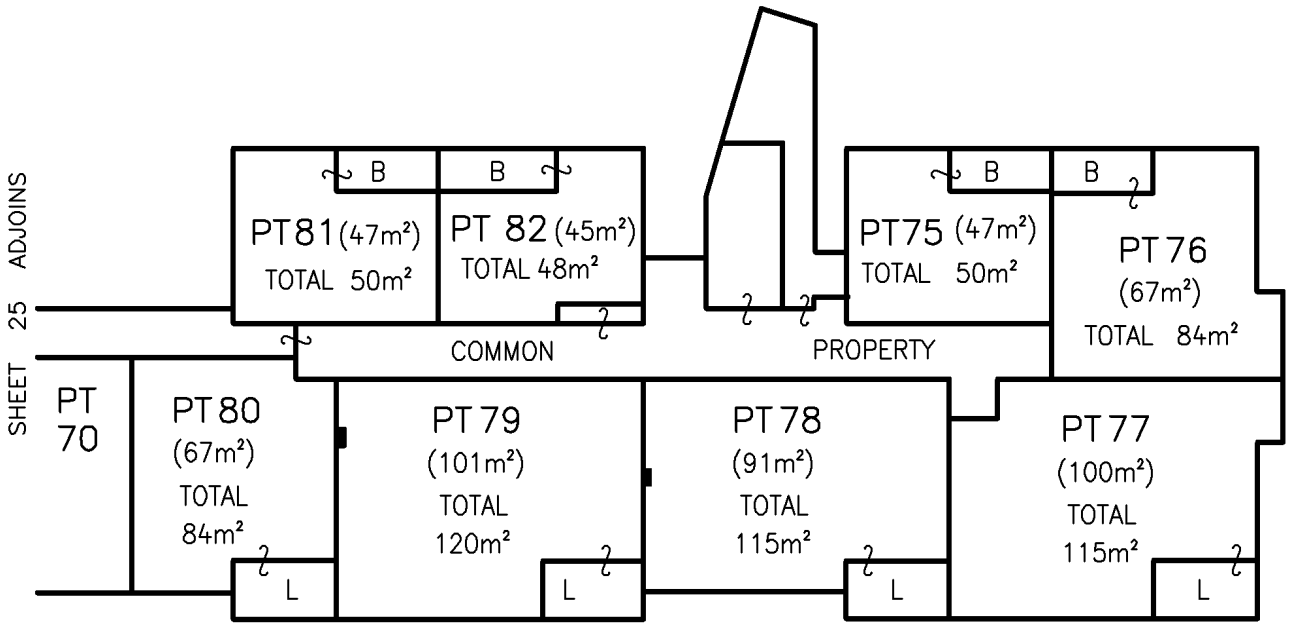
LEVEL 4



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

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Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-04.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:26 of 38
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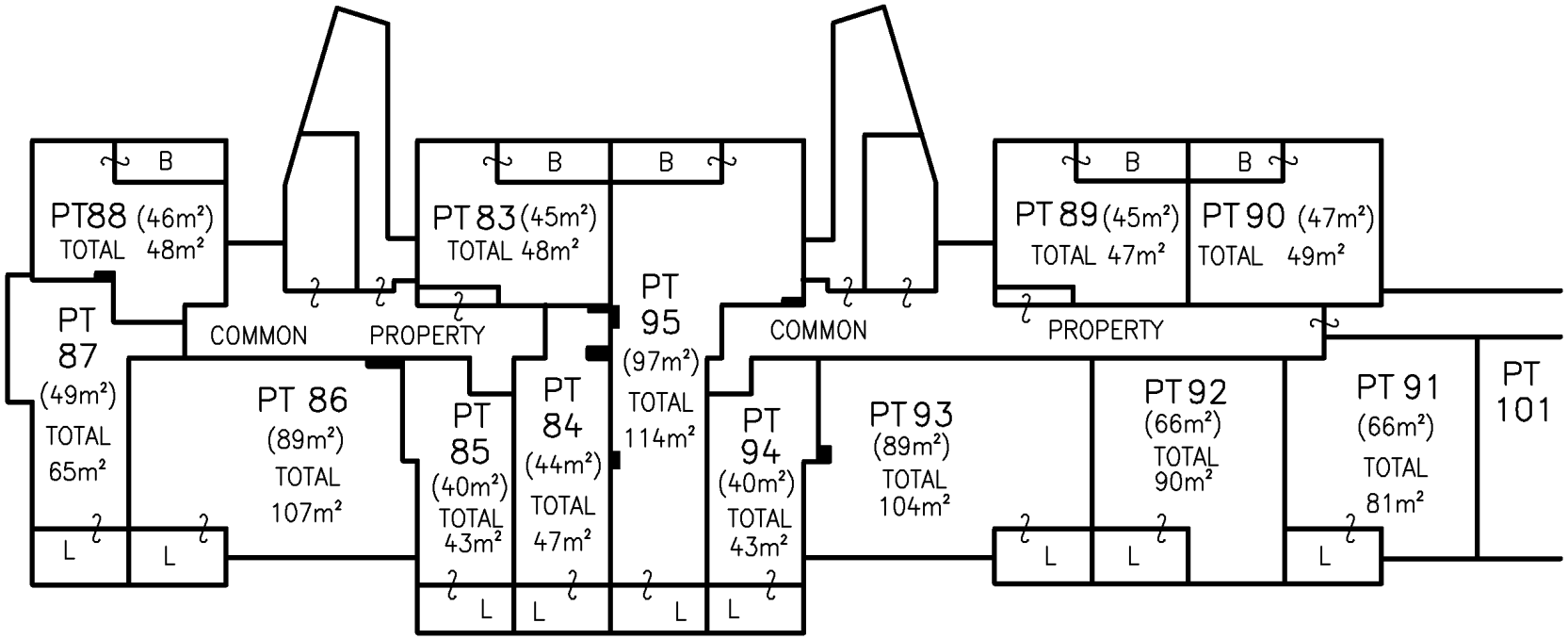
LEVEL 5



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

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Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-05.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:27 of 38
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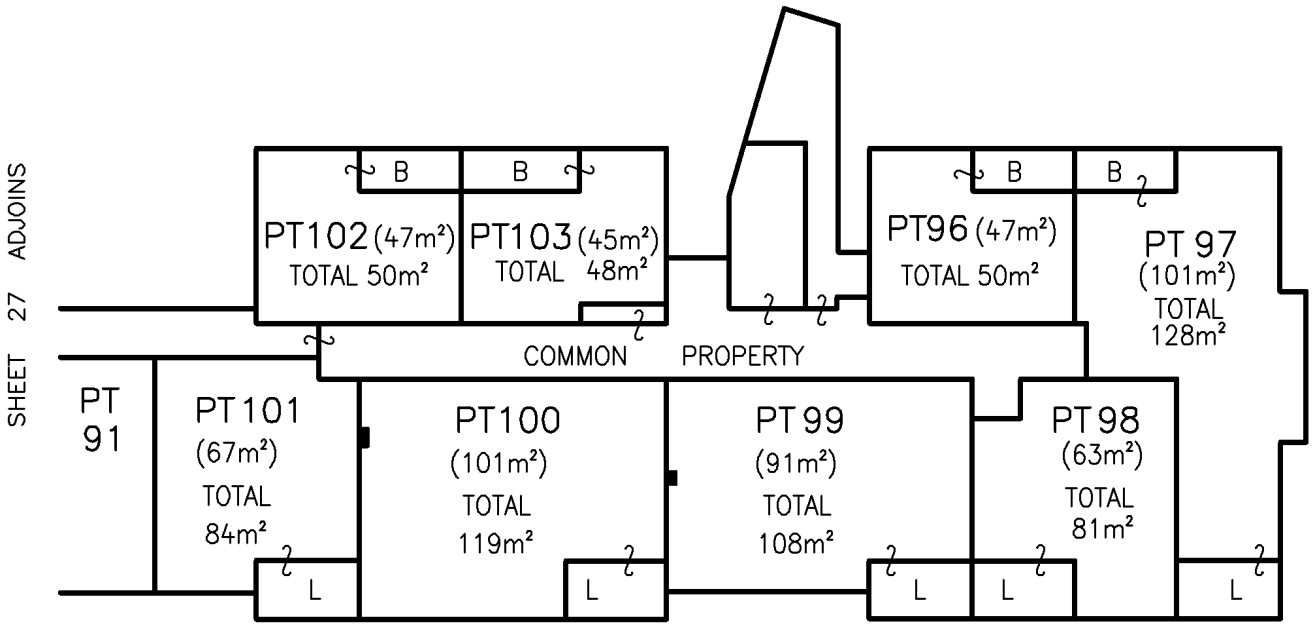
LEVEL 5



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

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Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-05.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:28 of 38
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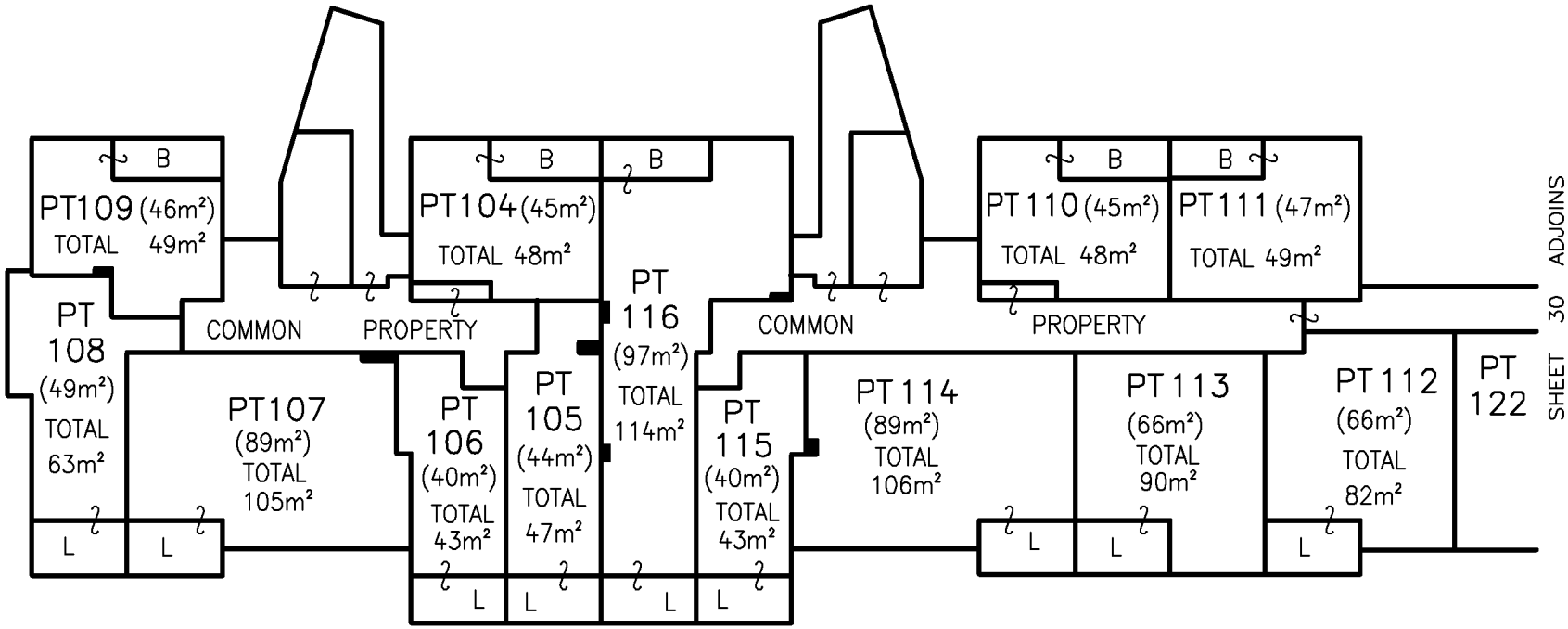
LEVEL 6



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

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Surveyor: TASY MORAITIS
Surveyor's Ref: LOT 308 SP
Subdivision No: 222013
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-06.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:29 of 38
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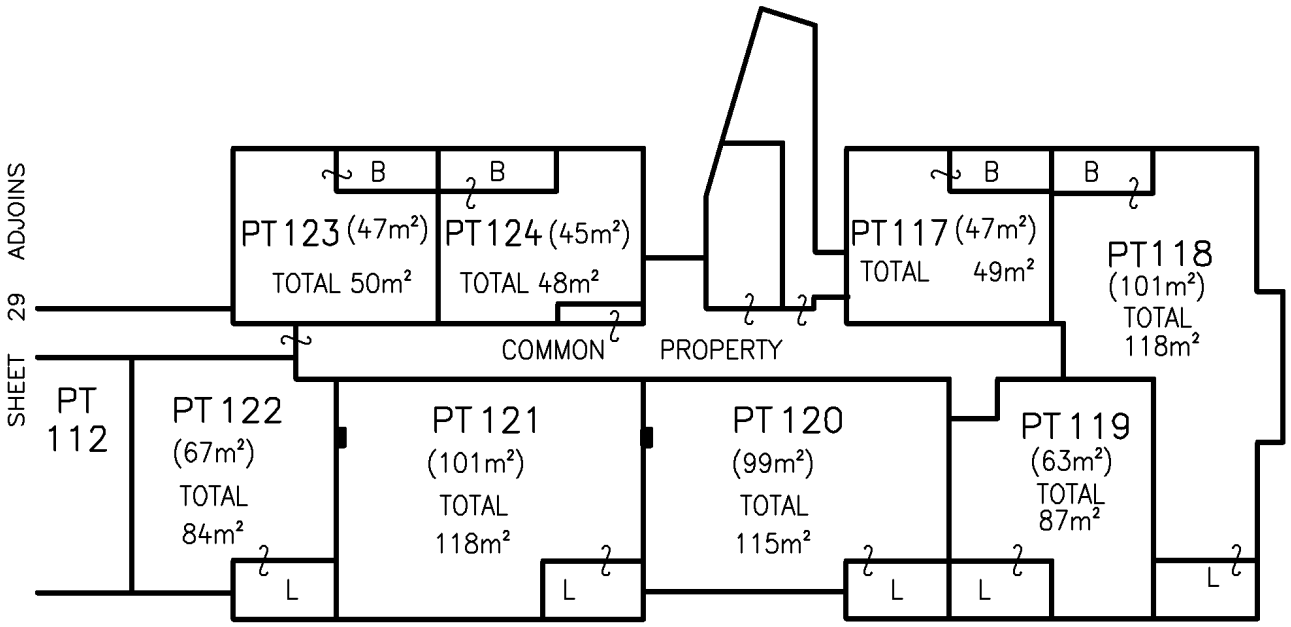
LEVEL 6



B – DENOTES COVERED BALCONY
L – DENOTES COVERED LOGGIA

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

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Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-06.dwg

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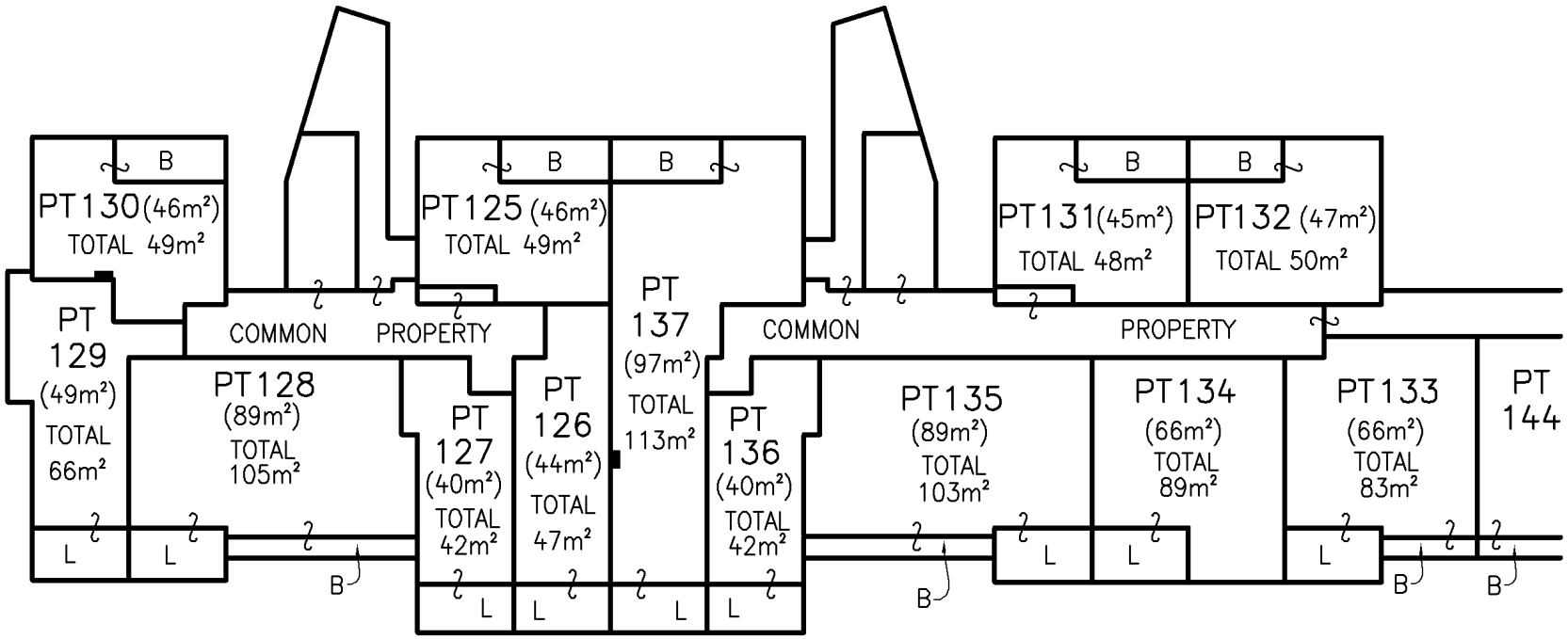
LEVEL 7



B – DENOTES BALCONY
L – DENOTES COVERED LOGGIA

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

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THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 8, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

NOTE:
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Lengths are in metres. Reduction Ratio 1: 200	

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SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL-07.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:31 of 38
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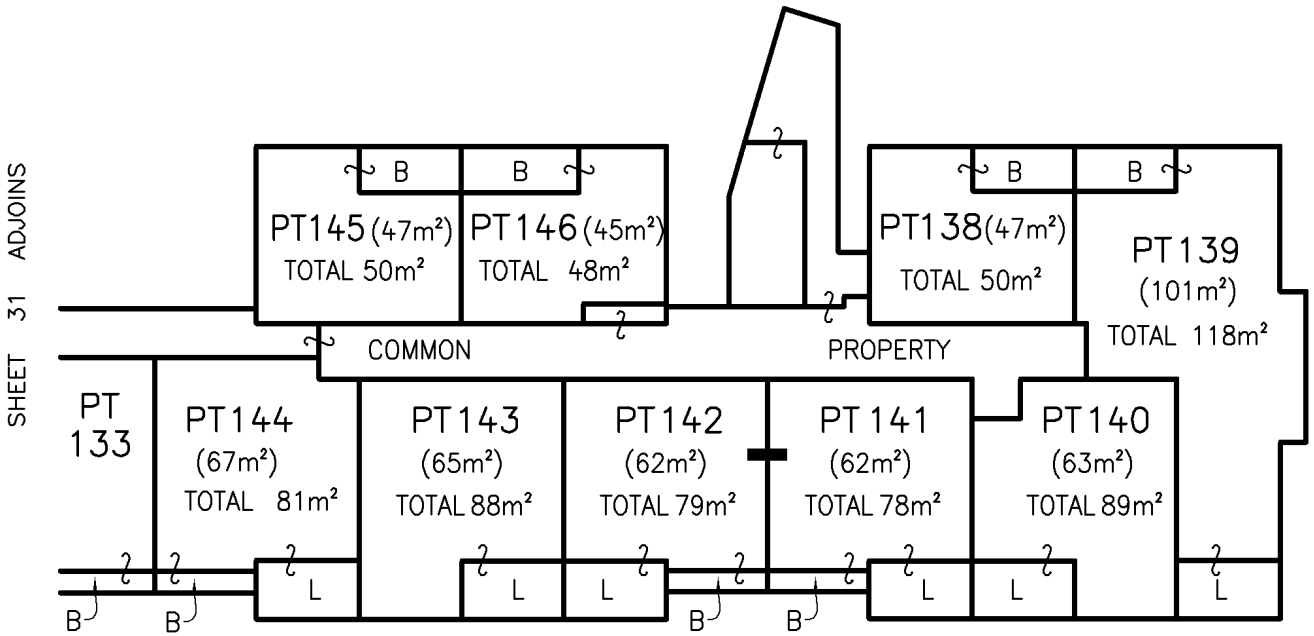
LEVEL 7



B – DENOTES BALCONY
L – DENOTES COVERED LOGGIA

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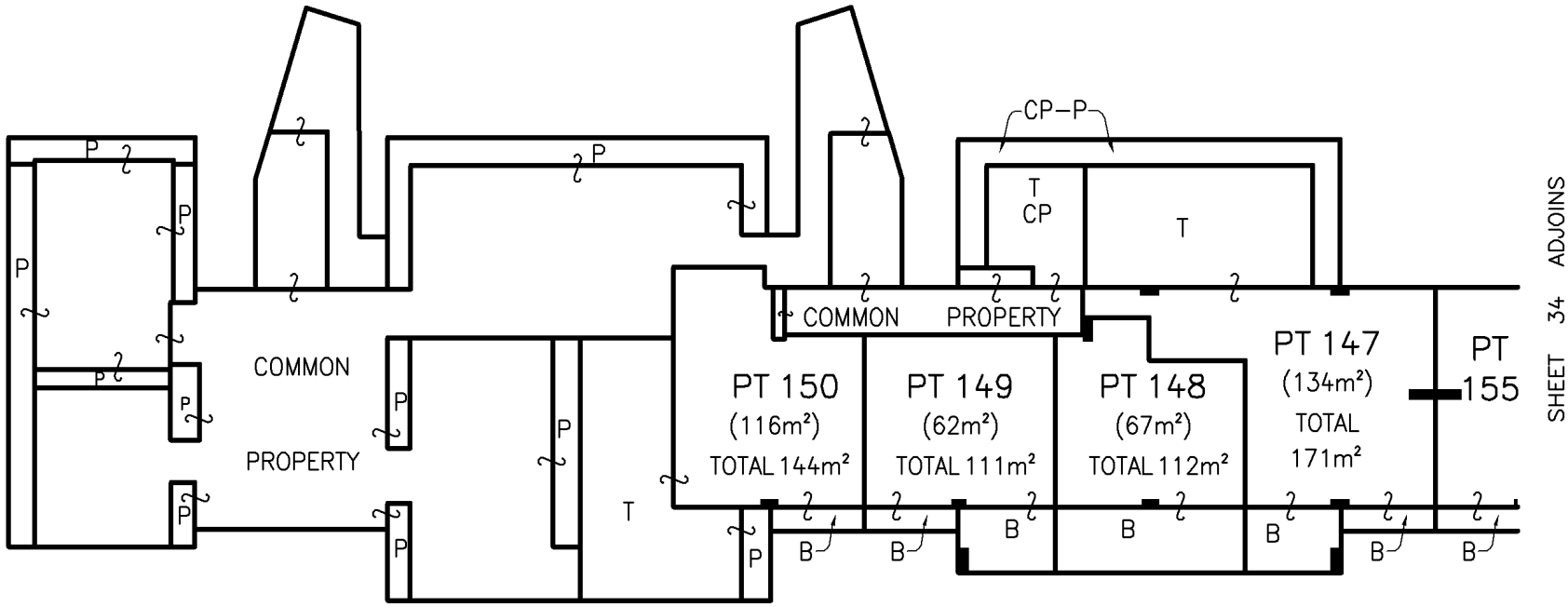
LEVEL 8



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
T – DENOTES TERRACE

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE TERRACES & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL TERRACE & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES & TERRACES WHERE NOT COVERED, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

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16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL–08.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:33 of 38
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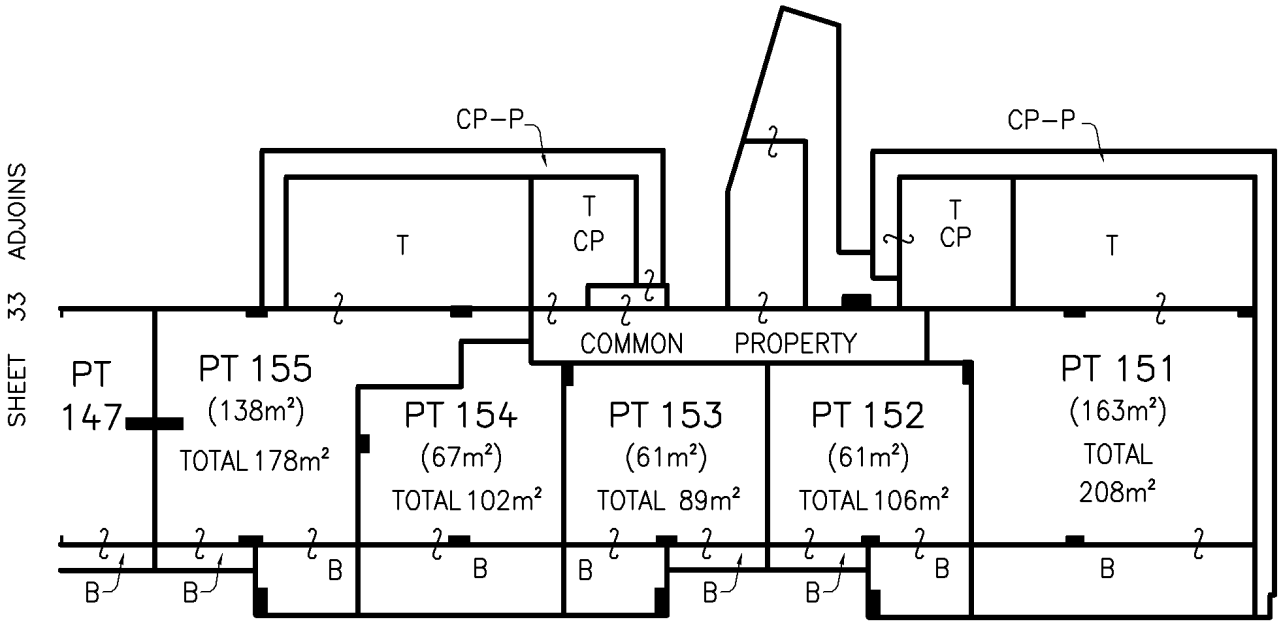
LEVEL 8



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
T – DENOTES TERRACE

ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE TERRACES & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL TERRACE & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES & TERRACES WHERE NOT COVERED, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	LOT 308 SP
Subdivision No:	222013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
16.9.2013

SP88565

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 5 STRATA\STRATA LOT 308 (5A Apartments)\FINAL STRATA\080401 SP 3 SB305 LEVEL–08.dwg

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:34 of 38
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 16.9.2013

Purpose: STRATA PLAN

Office Use Only

SP88565

Office Use Only

PLAN OF SUBDIVISION OF LOT 308 IN D.P.1181334

LGA: SYDNEY

Locality: CHIPPENDALE

Parish: ALEXANDRIA

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~

*The Accredited Certifier: DENNY LINKER

Accreditation number: BPB 0232.

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

*(b) Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes(Leasehold Development) Regulation 2012*,

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

*(4) The building encroaches on a public place and;

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

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.

Date: 12 AUGUST 2013

Subdivision number: 222013

Relevant Development Consent number: SDC 2013/12

Issued by: ANTHONY ALMEA (BPB 0004)

Signature: .....

~~Authorised Person/General Manager~~/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners - Strata Plan No 88565

NO.1-5 PARK LANE

CHIPPENDALE NSW 2008

The adopted by-laws for the scheme are:

* ^ .....~~Model By-laws.~~

~~* together with, Keeping of animals: Option *A/*B/*C~~

* By-laws in 39 sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, TASY MORAITIS

of DENNY LINKER & CO., LEVEL 5, 17 RANDLE ST, SURRY HILLS NSW 2010

a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) Each applicable requirement of

*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

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

~~*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.~~

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

Signature: Tasy Moraitis

Date: 1-8-2013

* Strike through if inapplicable.

^ Insert the deposited plan number or dealing number of the instrument that created the easement

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

SURVEYORS REFERENCE: LOT 308 SP

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:36 of 38
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered 16.9.2013

Office Use Only

SP88565

PLAN OF SUBDIVISION OF LOT 308 IN D.P.1181334

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919.*
- Signatures and seals - see 195D *Conveyancing Act 1919.*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 222013
Date of endorsement: 12 AUG 2013

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (AT) (LIMITED IN STRATUM)
4. EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (AT1) (LIMITED IN STRATUM)
5. EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (AT2) (LIMITED IN STRATUM)

SURVEYORS REFERENCE: LOT 308 SP

Req:R809614 /Doc:SP 0088565 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:37 of 38
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered 16.9.2013

Office Use Only

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 222013

Date of endorsement: 12 AUG 2013

SCHEDULE OF UNIT ENTITLEMENTS

Lot No.	U.E.	Lot No.	U.E.	Lot No.	U.E.	Lot No.	U.E.	Lot No.	U.E.
1	85	36	88	71	68	106	50	141	70
2	85	37	62	72	83	107	85	142	70
3	87	38	73	73	49	108	59	143	71
4	89	39	58	74	88	109	48	144	72
5	50	40	46	75	48	110	48	145	49
6	50	41	46	76	64	111	49	146	48
7	50	42	48	77	95	112	72	147	108
8	50	43	49	78	89	113	70	148	71
9	50	44	82	79	93	114	85	149	73
10	50	45	58	80	70	115	50	150	93
11	50	46	46	81	48	116	92	151	127
12	50	47	46	82	46	117	49	152	71
13	50	48	48	83	47	118	91	153	71
14	50	49	68	84	49	119	72	154	69
15	50	50	66	85	49	120	91	155	110
16	50	51	82	86	84	121	96	156	6
17	48	52	49	87	59	122	72	157	6
18	50	53	87	88	47	123	49	158	6
19	50	54	47	89	47	124	48	159	6
20	50	55	63	90	48	125	48	160	6
21	50	56	93	91	71	126	50	161	6
22	50	57	88	92	69	127	50	162	6
23	50	58	91	93	84	128	85	163	6
24	49	59	68	94	49	129	60	164	7
25	46	60	47	95	90	130	48	165	6
26	48	61	46	96	48	131	48	166	6
27	49	62	47	97	89	132	49	167	6
28	81	63	48	98	71	133	71	168	6
29	58	64	49	99	90	134	71	169	6
30	46	65	83	100	95	135	86	170	6
31	46	66	58	101	71	136	50	171	6
32	64	67	47	102	48	137	95	172	1
33	83	68	46	103	47	138	49	173	1
34	82	69	48	104	48	139	93		
35	49	70	70	105	49	140	73		

AGGREGATE 10,000

SURVEYORS REFERENCE: LOT 308 SP

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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered 16.9.2013

Office Use Only

SP88565

PLAN OF SUBDIVISION OF LOT 308 IN D.P.1181334

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919.*
- Signatures and seals - see 195D *Conveyancing Act 1919.*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 222013
Date of endorsement: 12 AUG 2013

EXECUTED by FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355) in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Signature of Director (block letters)

Signature of Director/Secretary

Jerry Lee

Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by MICHAEL DAWKINS as attorney for **ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493)** under registered power of attorney Book 4621 No 113 dated 29/9/2011 in the presence of:

Signature of witness

Alison Carlin

Name of witness (block letters)

242 PITT STREET

SYDNEY NSW 2000

Address of witness (block letters)

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

MICHAEL DAWKINS
DIRECTOR, AGENCY SERVICES

Name of Director/Secretary (block letters)

SURVEYORS REFERENCE: LOT 308 SP

LOCATION PLAN – BASEMENT LEVELS 5 & 6

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

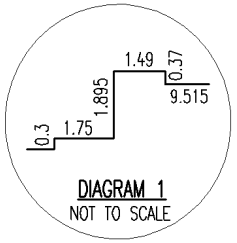
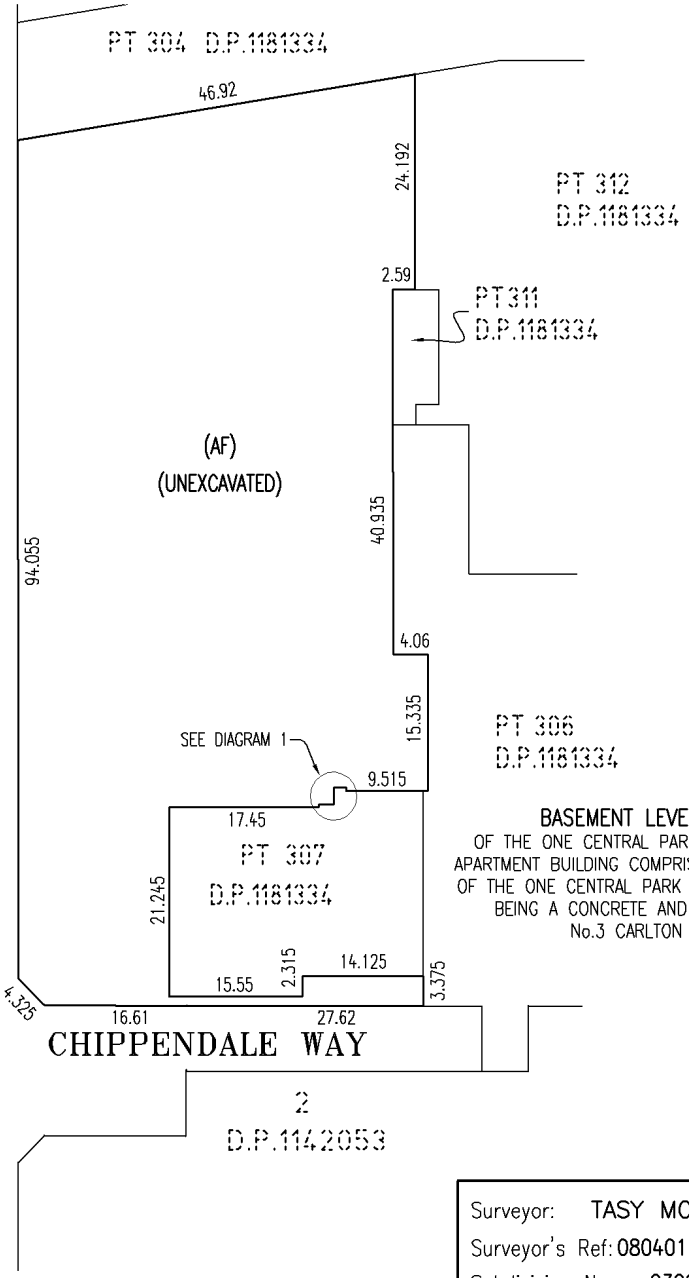
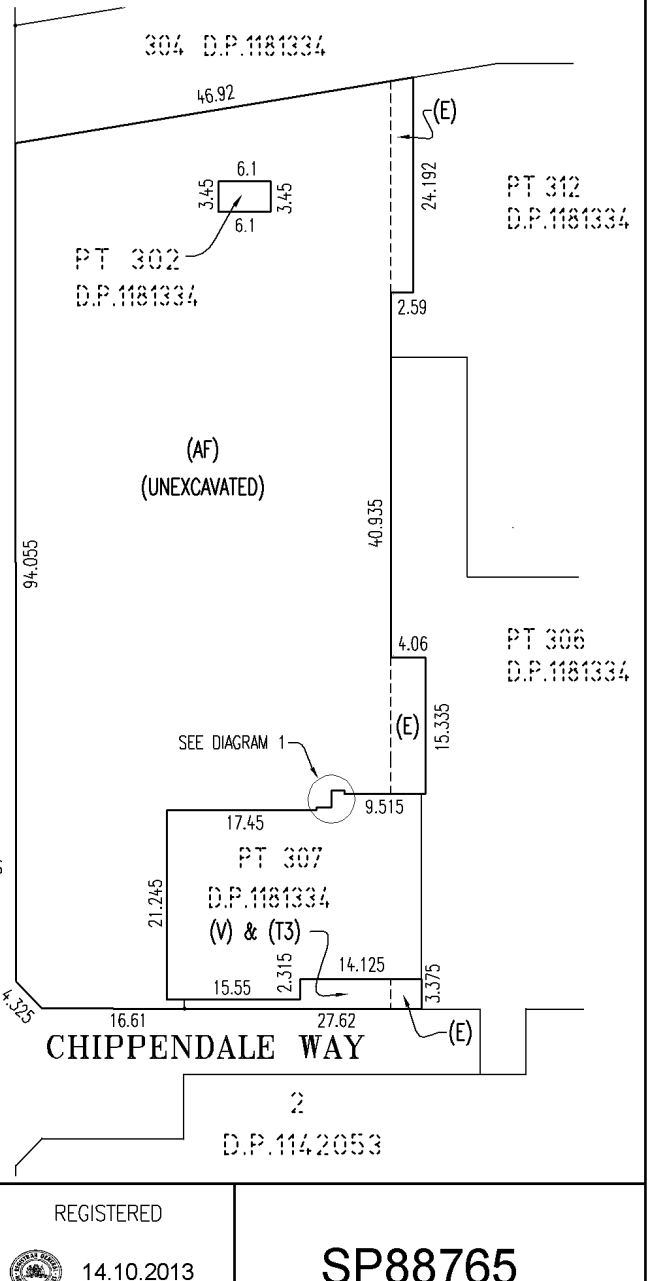


DIAGRAM 1
NOT TO SCALE

BASEMENT LEVEL 6



BASEMENT LEVEL 5



GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LOT CREATED BY D.P.1181334

- EASEMENT FOR SUPPORT AND SHELTER
- EASEMENT FOR SERVICES
- EASEMENT TO ACCESS AND USE FACILITIES
- EASEMENT TO USE FIRE STAIRS PASSAGES AND EMERGENCY EQUIPMENT

NOTE:
THE ABOVE EASEMENTS ARE NOT RE SHOWN ON THE FOLLOWING LOCATION PLANS

FOR FULL EXTENT OF EASEMENTS REFER TO D.P. 1181334

(AF) – EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS VARIABLE WIDTH. (AG301398)
(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (D.P.1181334) (LIMITED IN STRATUM)
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

BASEMENT LEVEL 5 & 6
OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.

Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1:600

REGISTERED
14.10.2013

SP88765

Table of mm X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC B5 – B6.dwg

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LOCATION PLAN BASEMENT LEVEL 4

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334
(SEE SHEET 3 FOR ADDITIONAL DIAGRAM)

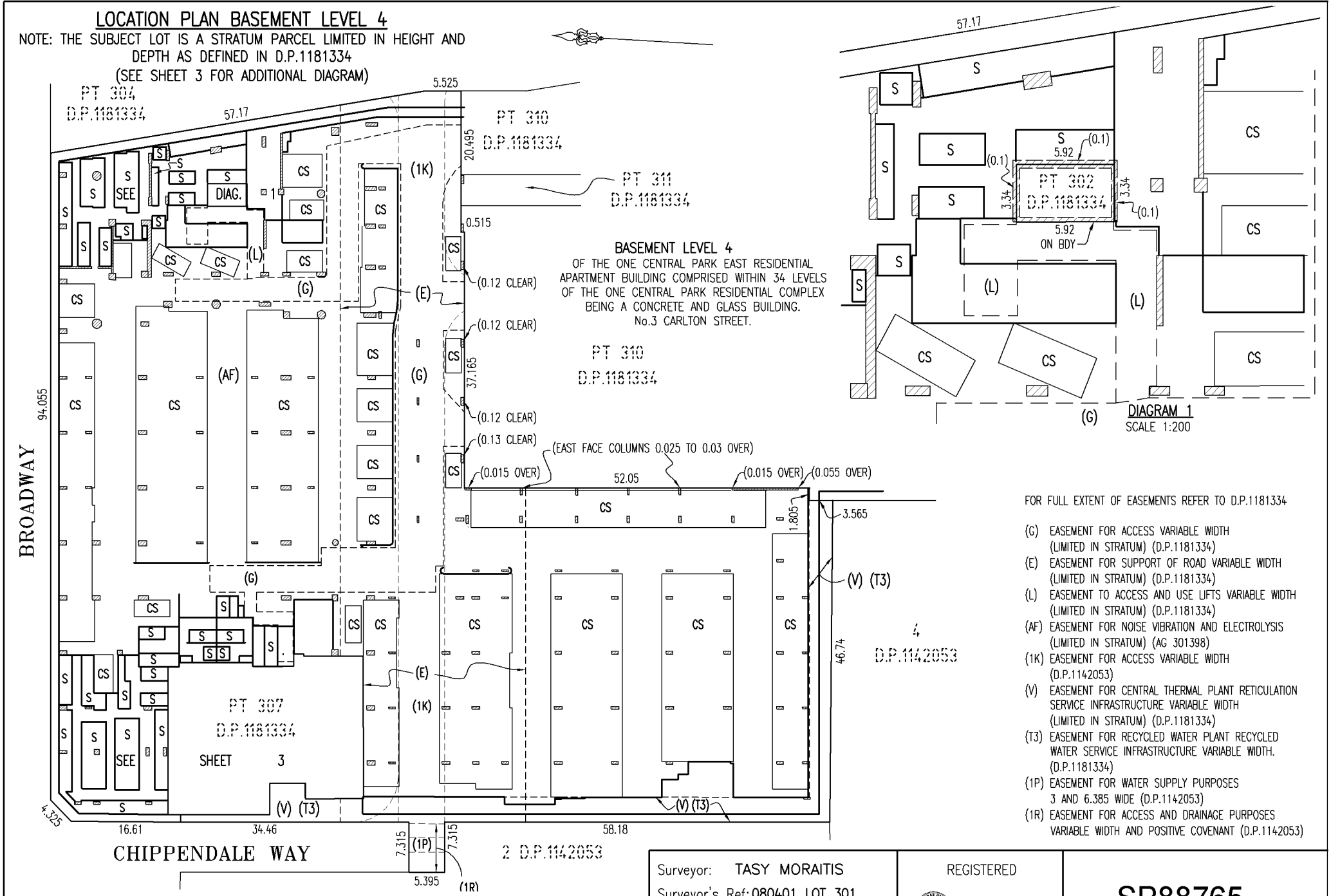

DIAGRAM 1
SCALE 1:200

FOR FULL EXTENT OF EASEMENTS REFER TO D.P.1181334

(G) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(E) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS (LIMITED IN STRATUM) (AG 301398)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH. (D.P.1181334)
(1P) EASEMENT FOR WATER SUPPLY PURPOSES 3 AND 6.385 WIDE (D.P.1142053)
(1R) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH AND POSITIVE COVENANT (D.P.1142053)

CS – DENOTES CAR SPACE
S – DENOTES STORAGE

Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1:500

REGISTERED
14.10.2013

SP88765

Table of mm

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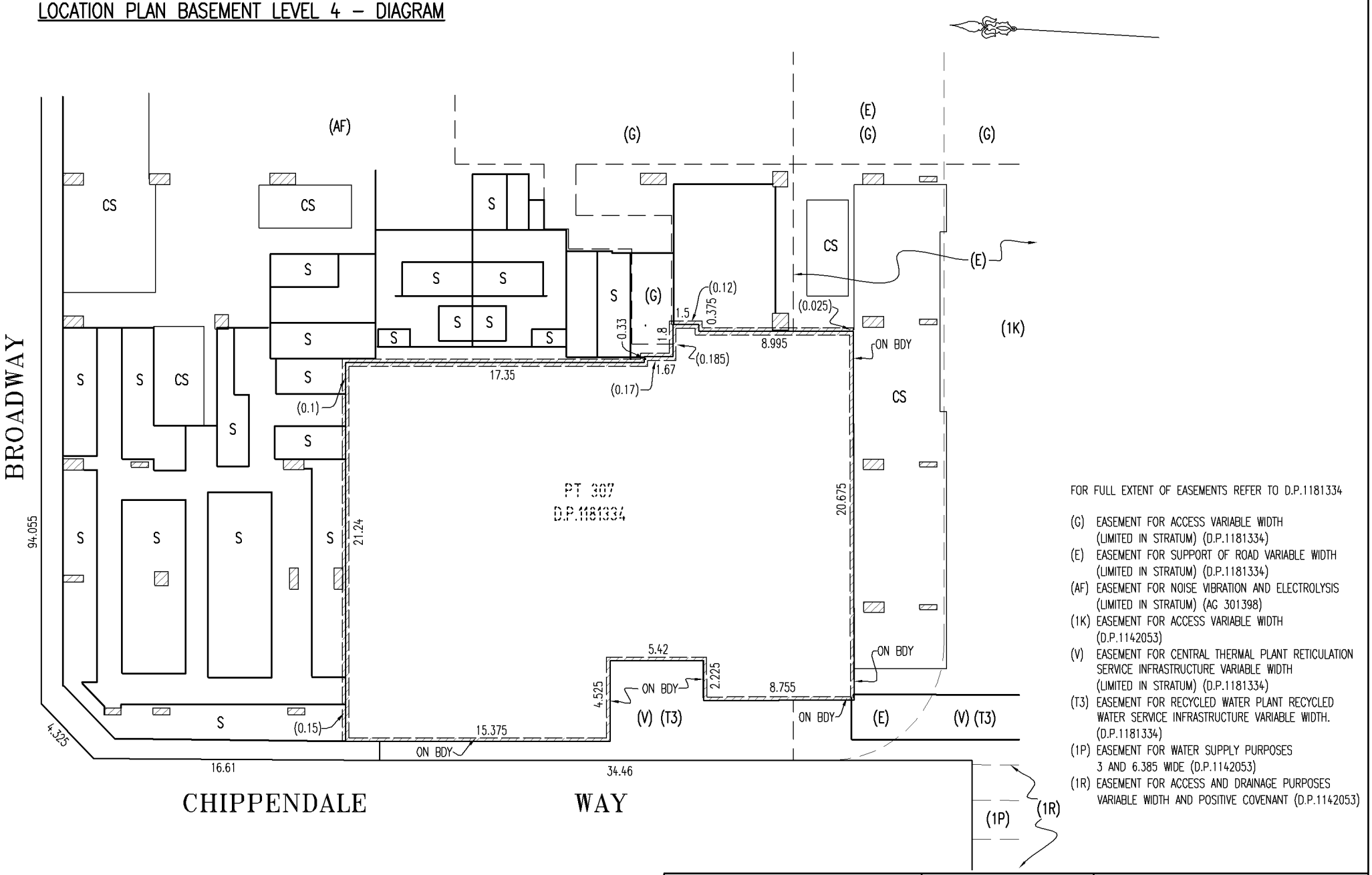
LOCATION PLAN BASEMENT LEVEL 4 – DIAGRAM



FOR FULL EXTENT OF EASEMENTS REFER TO D.P.1181334

(G) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(E) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS (LIMITED IN STRATUM) (AG 301398)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH. (D.P.1181334)
(1P) EASEMENT FOR WATER SUPPLY PURPOSES 3 AND 6.385 WIDE (D.P.1142053)
(1R) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH AND POSITIVE COVENANT (D.P.1142053)

Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
14.10.2013

SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC B4.dwg

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LOCATION PLAN – BASEMENT LEVEL 3

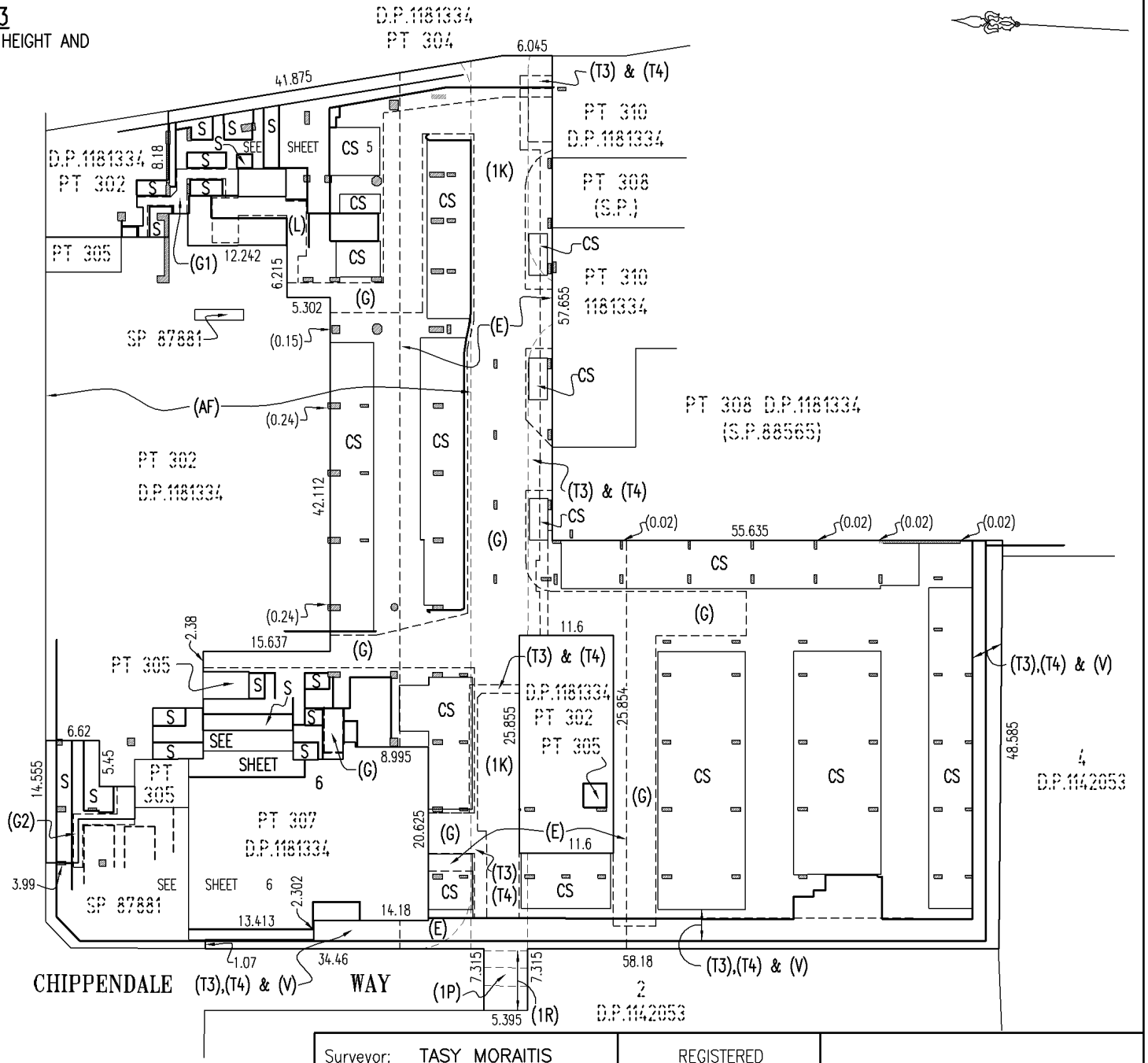
NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334
(SEE SHEETS 5 & 6 FOR DIAGRAMS)

BASEMENT LEVEL 3

OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.

FOR FULL EXTENT OF EASEMENTS REFER TO D.P.1181334

(G) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G1) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G2) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(E) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS (LIMITED IN STRATUM) (AG 301398)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(1P) EASEMENT FOR WATER SUPPLY PURPOSES 3 AND 6.385 WIDE (D.P.1142053)
(1R) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH AND POSITIVE COVENANT (D.P.1142053)



Surveyor: TASY MORAITIS	REGISTERED
Surveyor's Ref: 080401 LOT 301	14.10.2013
Subdivision No: 232013	SP88765
Lengths are in metres. Reduction Ratio 1:500	

Table of mm

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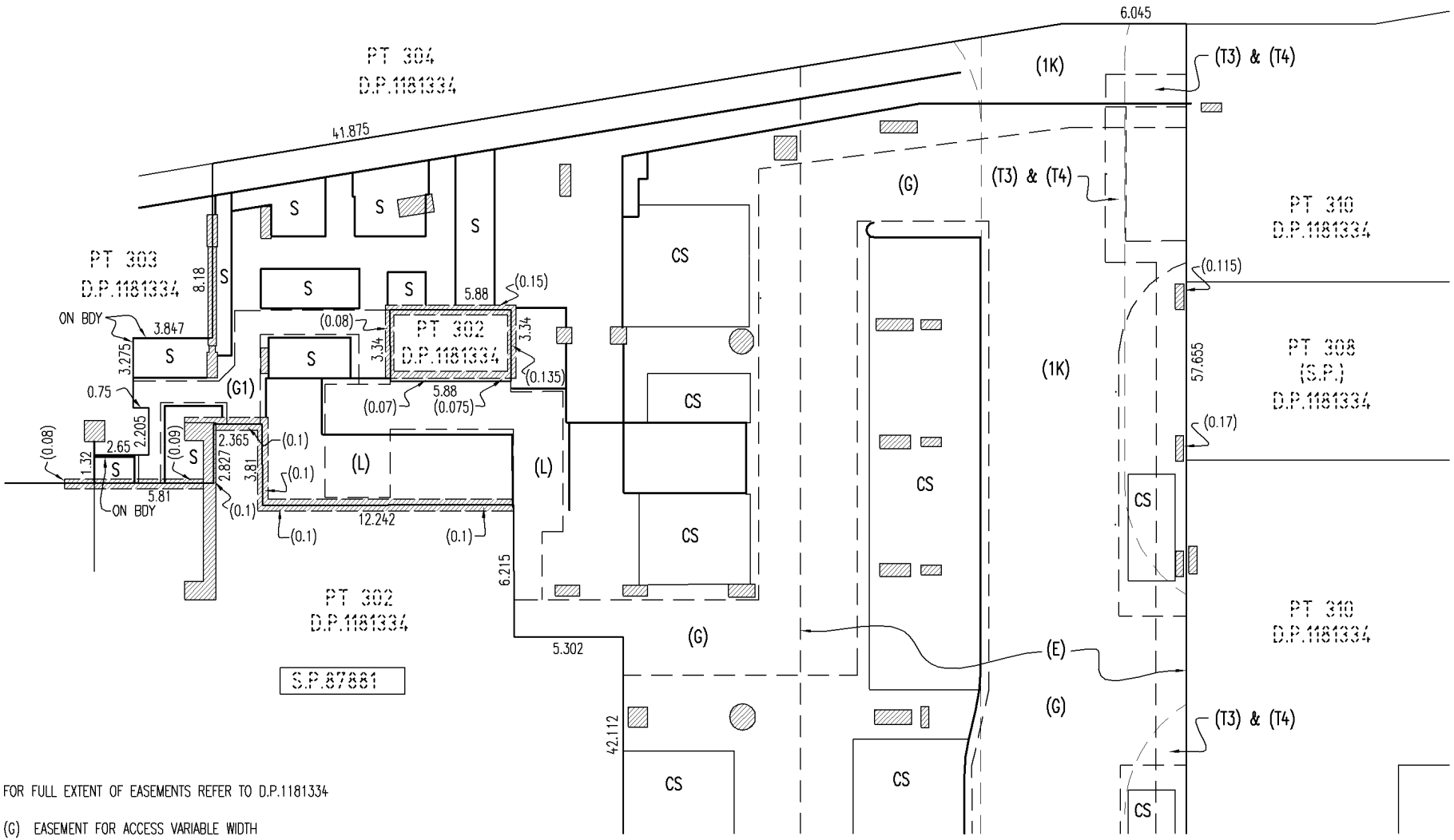
LOCATION PLAN – BASEMENT LEVEL 3 EASTERN DIAGRAM



FOR FULL EXTENT OF EASEMENTS REFER TO D.P.1181334

(G) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G1) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(E) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

CS – DENOTES CAR SPACE
S – DENOTES STORAGE

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC B3.dwg

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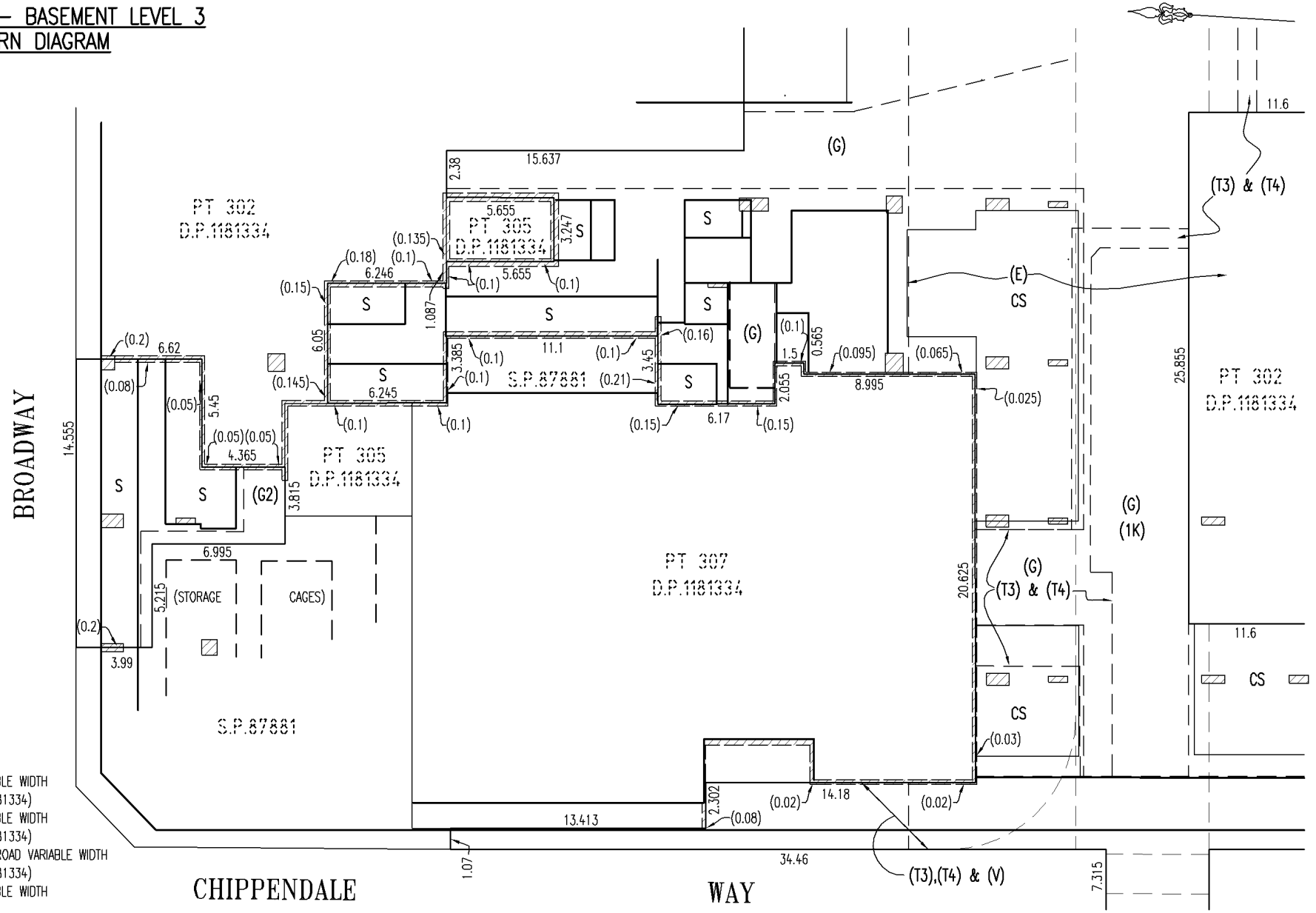
LOCATION PLAN – BASEMENT LEVEL 3
WESTERN DIAGRAM



FOR FULL EXTENT OF EASEMENTS
REFER TO D.P.1181334

(G) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G2) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(E) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

S –DENOTES STORAGE
CS –DENOTES CAR SPACE

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1: 200	REGISTERED 14.10.2013	SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC B3.dwg

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LOCATION PLAN – BASEMENT LEVEL 2

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

NOTE: THE SUBJECT LOT IN BASEMENT LEVEL 2 IS ALL COMMON PROPERTY

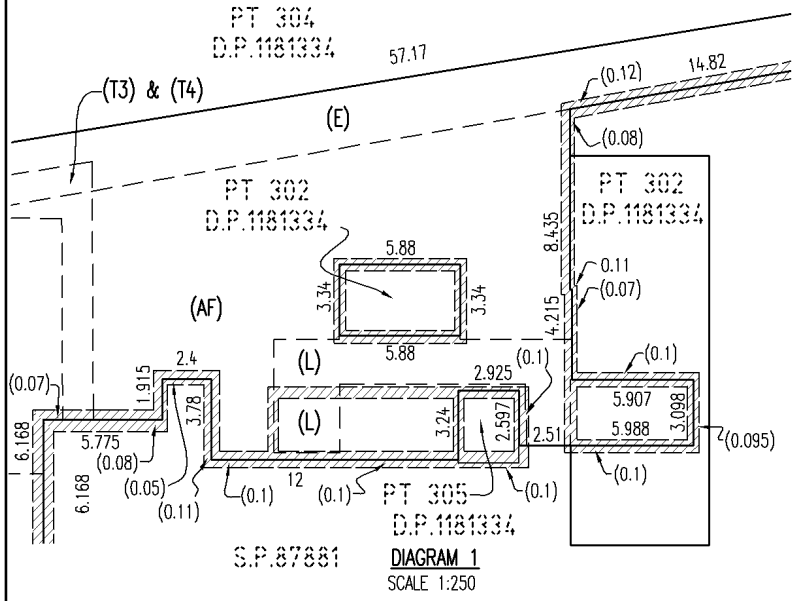


DIAGRAM 1
SCALE 1:250

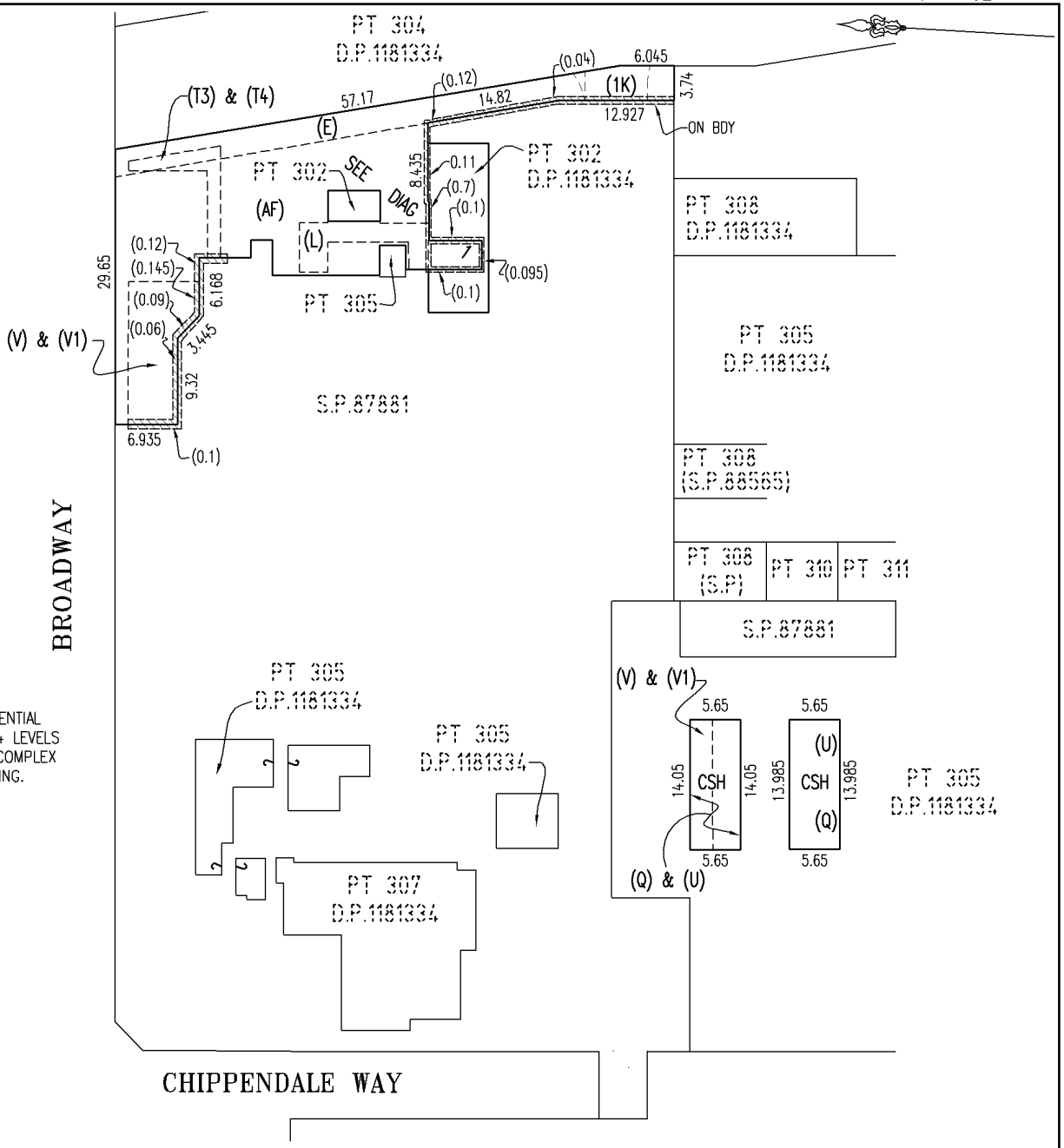
FOR FULL EXTENT OF EASEMENTS REFER TO D.P.1181334

(E) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(L) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(U) EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(Q) EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (D.P.1181334)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(V1) EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (A.G.301398)

CSH – DENOTES CAR SHARE SPACE

BASEMENT LEVEL 2

OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.



Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 14.10.2013	SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC B2.dwg

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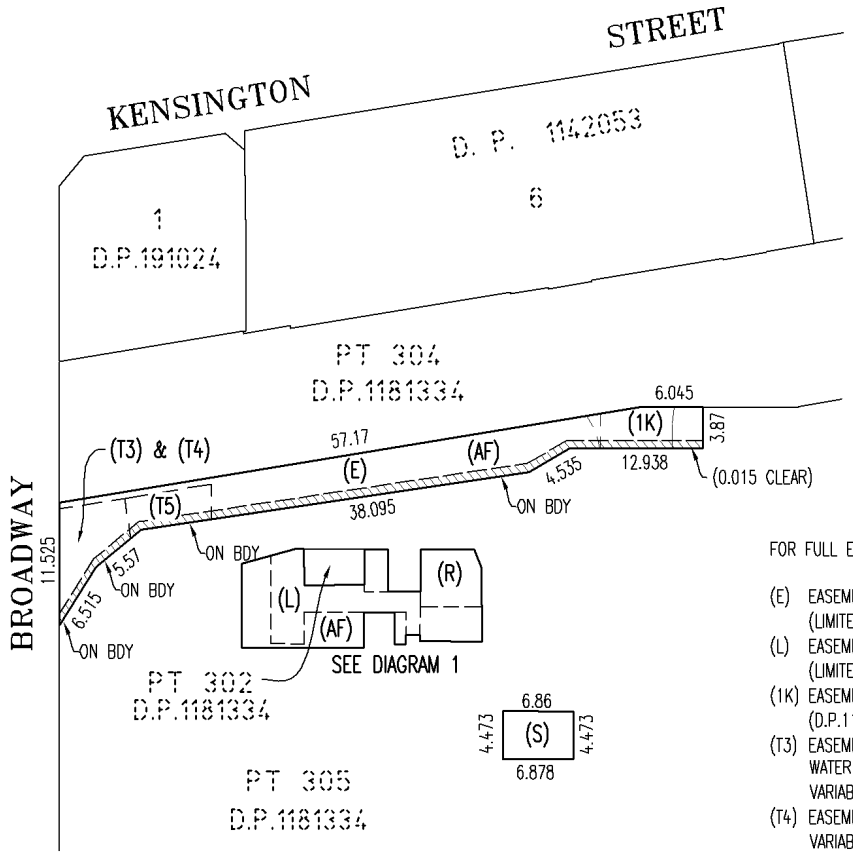
LOCATION PLAN BASEMENT LEVEL 1 AND BASEMENT LEVEL 1 MEZZANINE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

NOTE: THE SUBJECT LOT ON BASEMENT LEVEL 1 AND BASEMENT LEVEL 1 MEZZANINE IS ALL COMMON PROPERTY

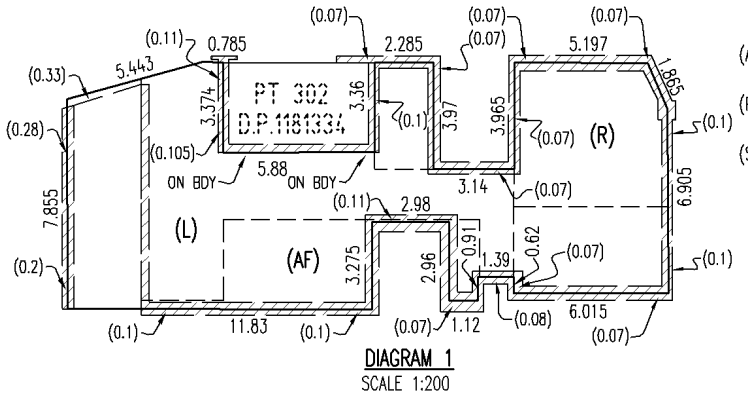
BASEMENT LEVEL 1



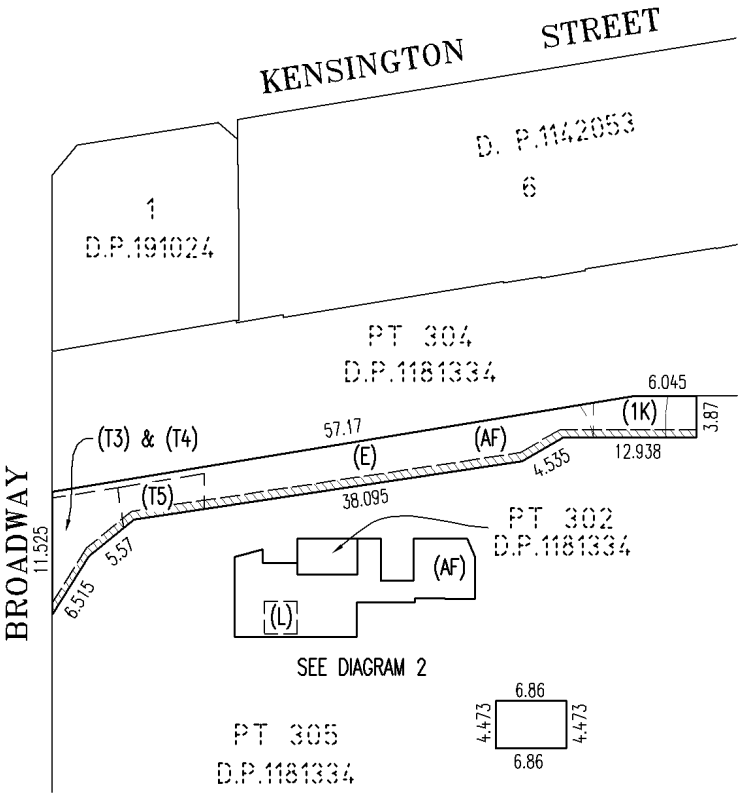
BASEMENT LEVEL 1 &
BASEMENT LEVEL 1 MEZZANINE
OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.

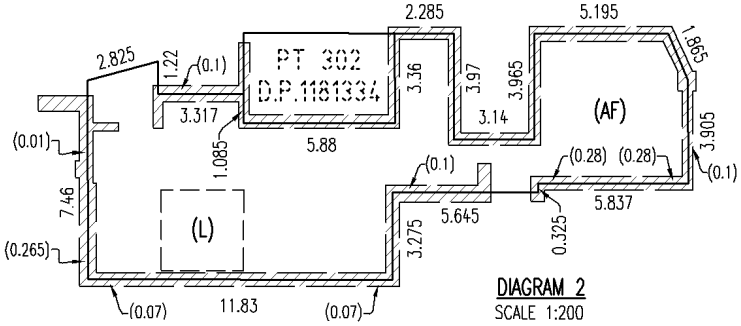
FOR FULL EXTENT OF EASEMENTS REFER TO D.P.1181334

(E) EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(L) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)
(T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T5) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (A.G.301398)
(R) EASEMENT TO USE GARBAGE ROOM VARIABLE (LIMITED IN STRATUM) (D.P.1181334)
(S) EASEMENT TO USE RECYCLED RE-USE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)



BASEMENT LEVEL 1 MEZZANINE





Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 14.10.2013	SP88765

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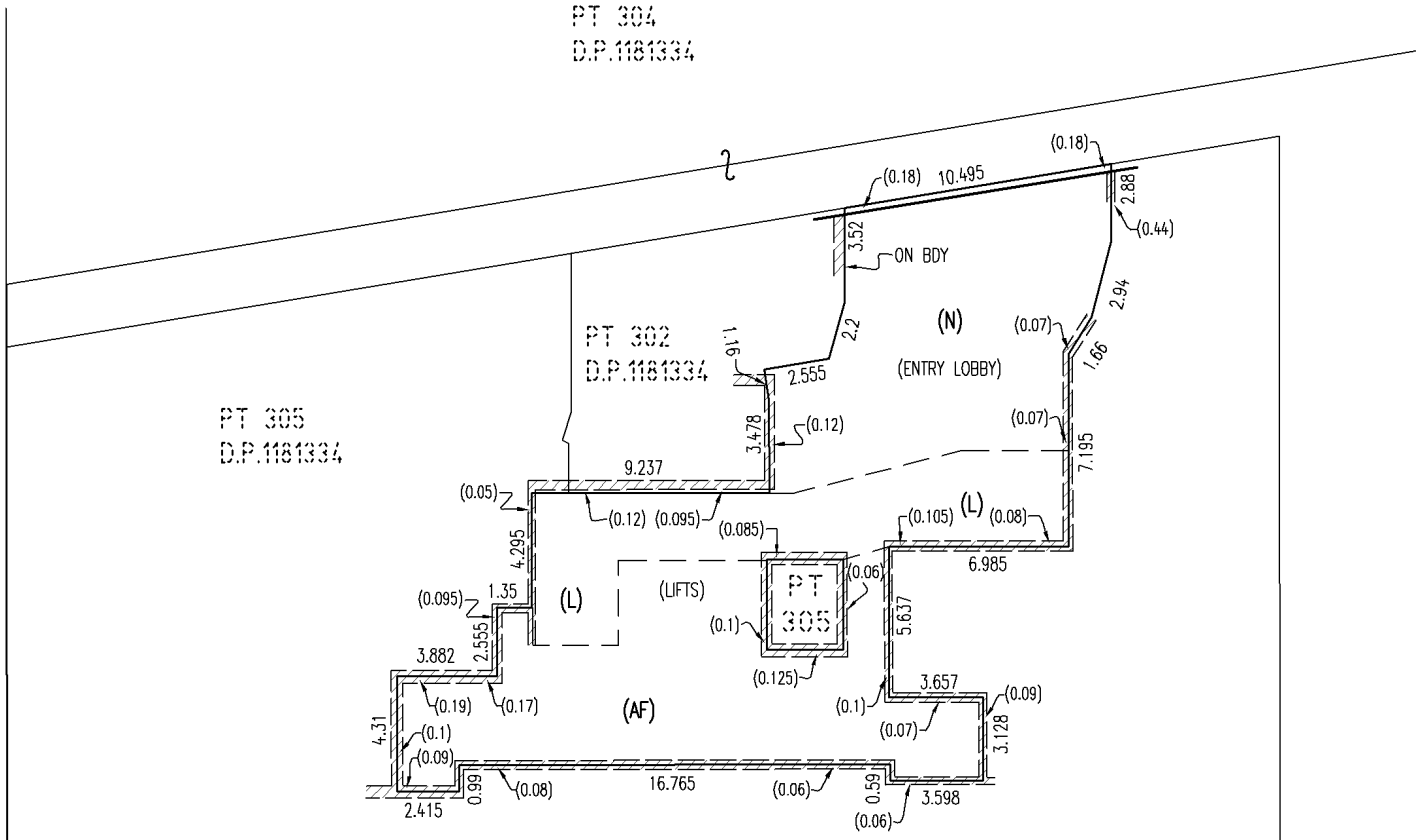
LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

THE WHOLE OF THE SUBJECT LOT ON THIS LEVEL IS COMMON PROPERTY



GROUND LEVEL

OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(N) – EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (LIMITED IN STRATUM) (A.G.301398)

Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1:200

REGISTERED
14.10.2013

SP88765

Table of mm\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC GROUND–L1–L2.dwg

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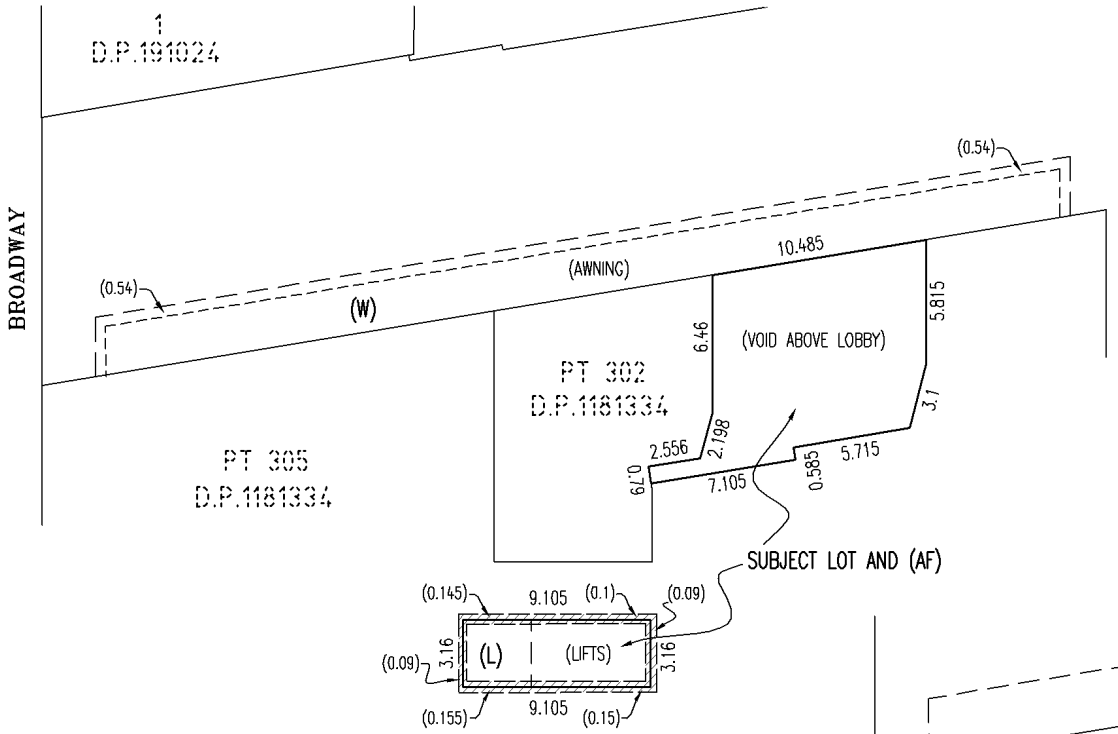
LOCATION PLAN – LEVEL 1, LEVEL 2 & LEVEL 3

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

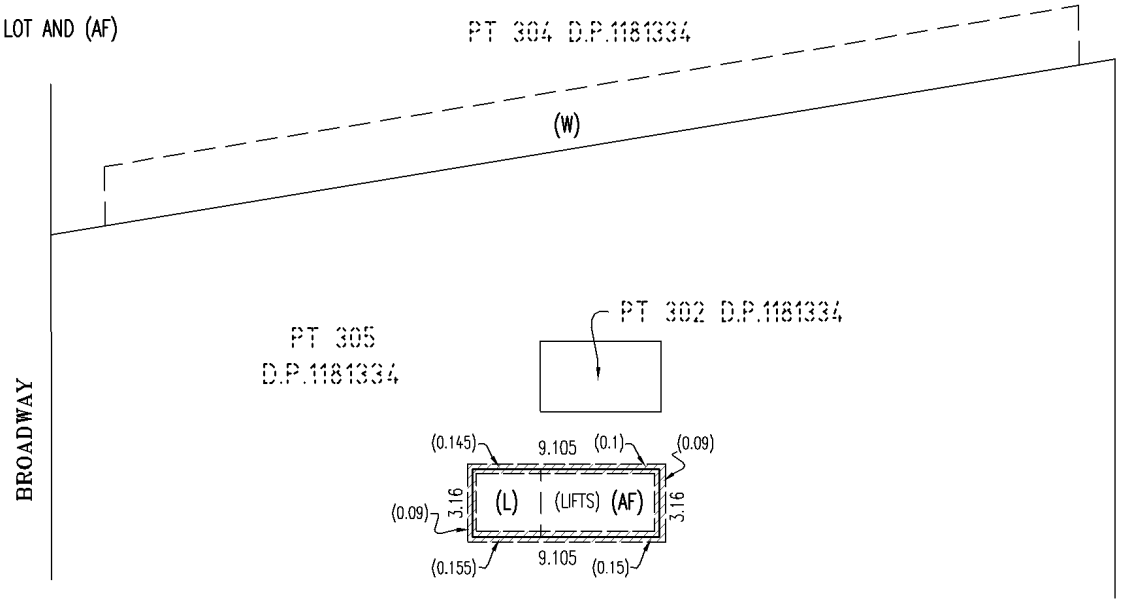
THE WHOLE OF THE SUBJECT LOT ON THIS LEVEL IS COMMON PROPERTY

LEVEL 1, LEVEL 2 & LEVEL 3
OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.



LEVEL 1

LEVELS 2 & 3



(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (LIMITED IN STRATUM) (A.G.301398)
(W) – EASEMENT FOR OVERHANG 2.76 WIDE (LIMITED IN STRATUM) (D.P.1181334)

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 14.10.2013	SP88765

Table of ~~Km~~08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC GROUND–L1–L2.dwg

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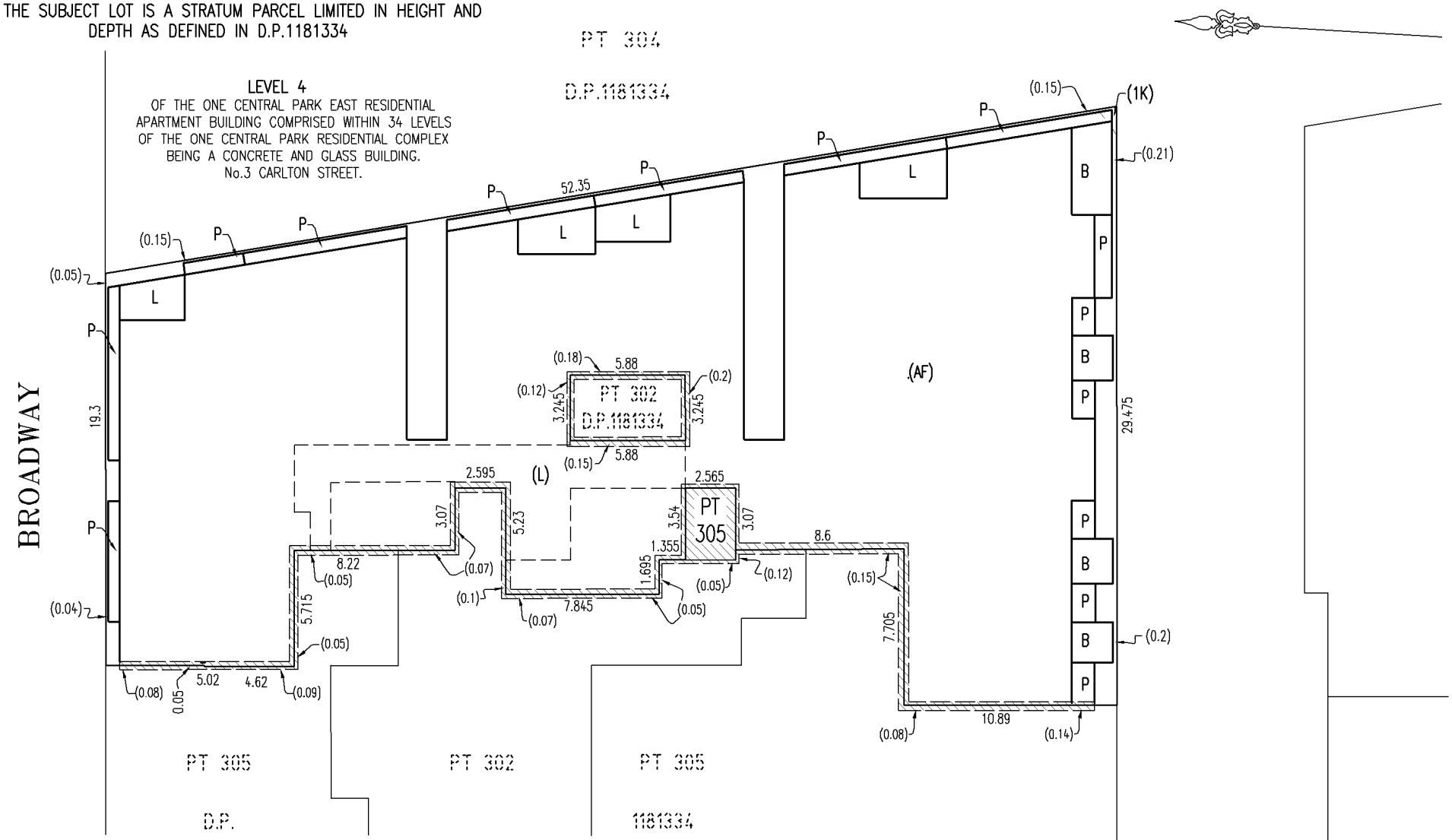
LOCATION PLAN – LEVEL 4

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334



(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS (LIMITED IN STRATUM) (AG 301398)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)

P – DENOTES PLANTER
L – DENOTES LOGGIA
B – DENOTES BALCONY

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1: 200	REGISTERED 14.10.2013	SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC L4.dwg

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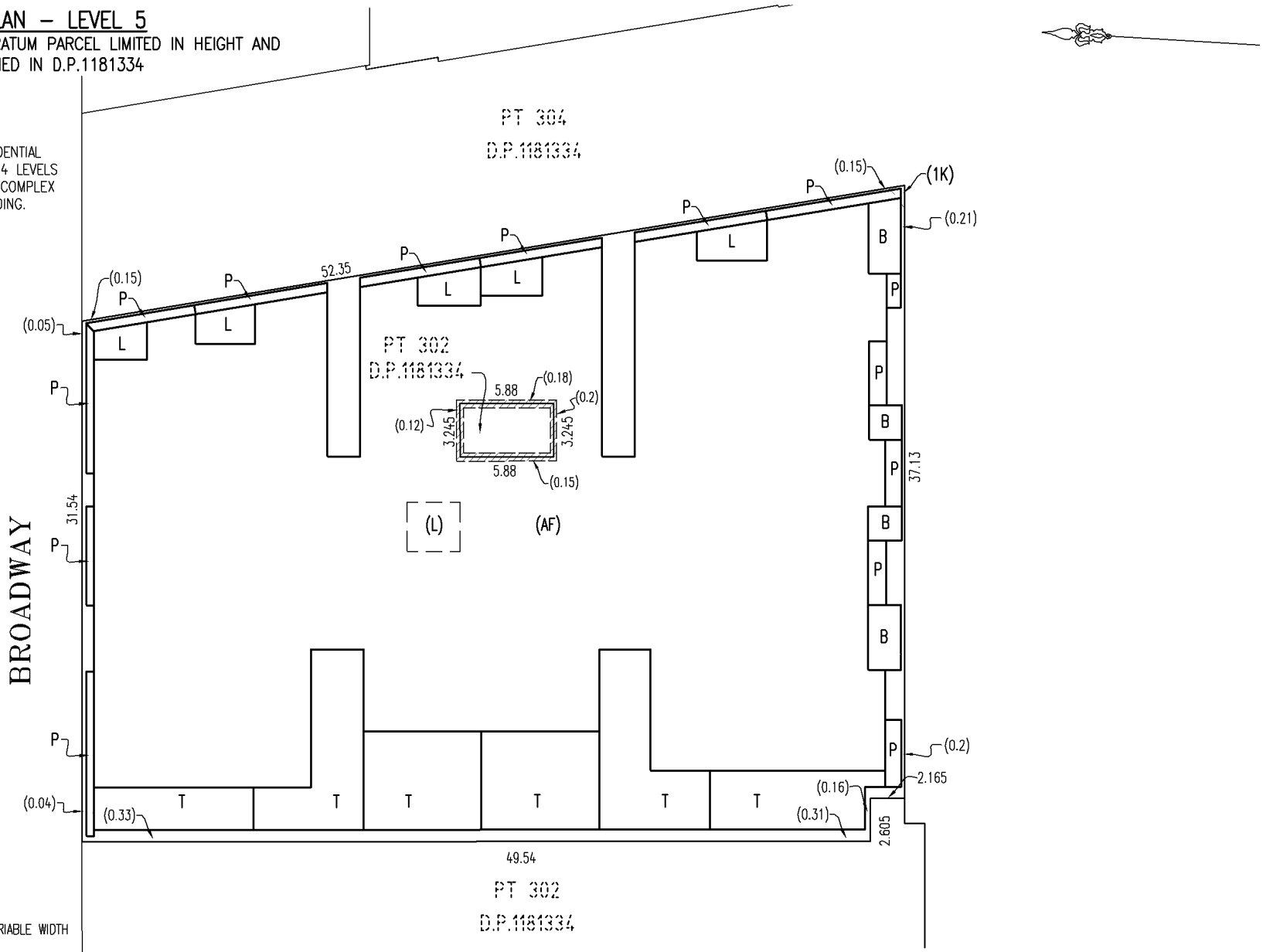
LOCATION PLAN – LEVEL 5

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

LEVEL 5

OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.



(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS (LIMITED IN STRATUM) (AG 301398)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)

P – DENOTES PLANTER
T – DENOTES TERRACE
B – DENOTES BALCONY

Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1:250

REGISTERED
14.10.2013

SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC L5.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:12 of 56
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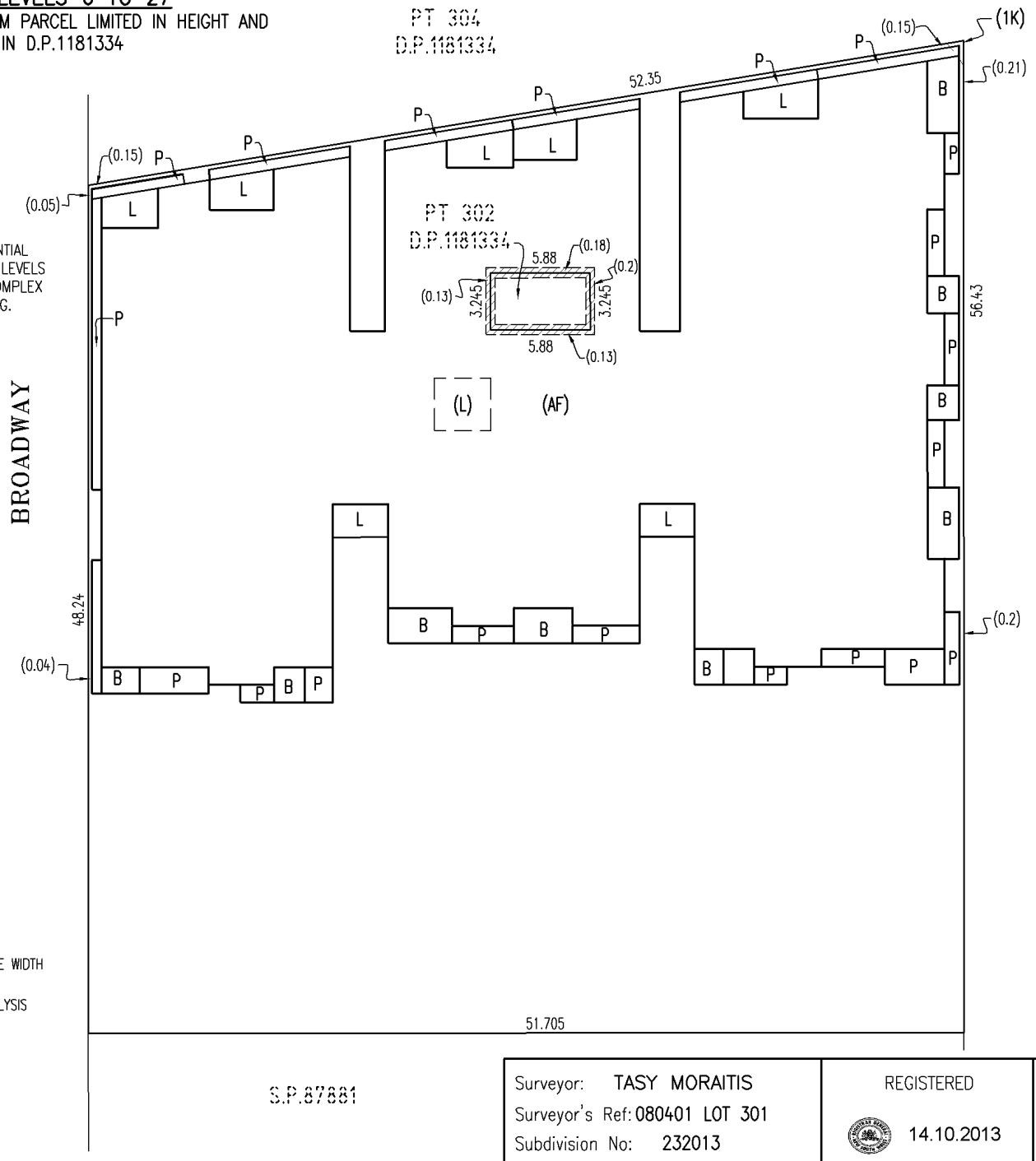
LOCATION PLAN – LEVELS 6 TO 27

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334



LEVELS 6 TO 27

OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.

(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS (LIMITED IN STRATUM) (AG 301398)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)

P – DENOTES PLANTER
L – DENOTES LOGGIA
B – DENOTES BALCONY

S.P.87881

Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1:250

REGISTERED
14.10.2013

SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC L6.dwg

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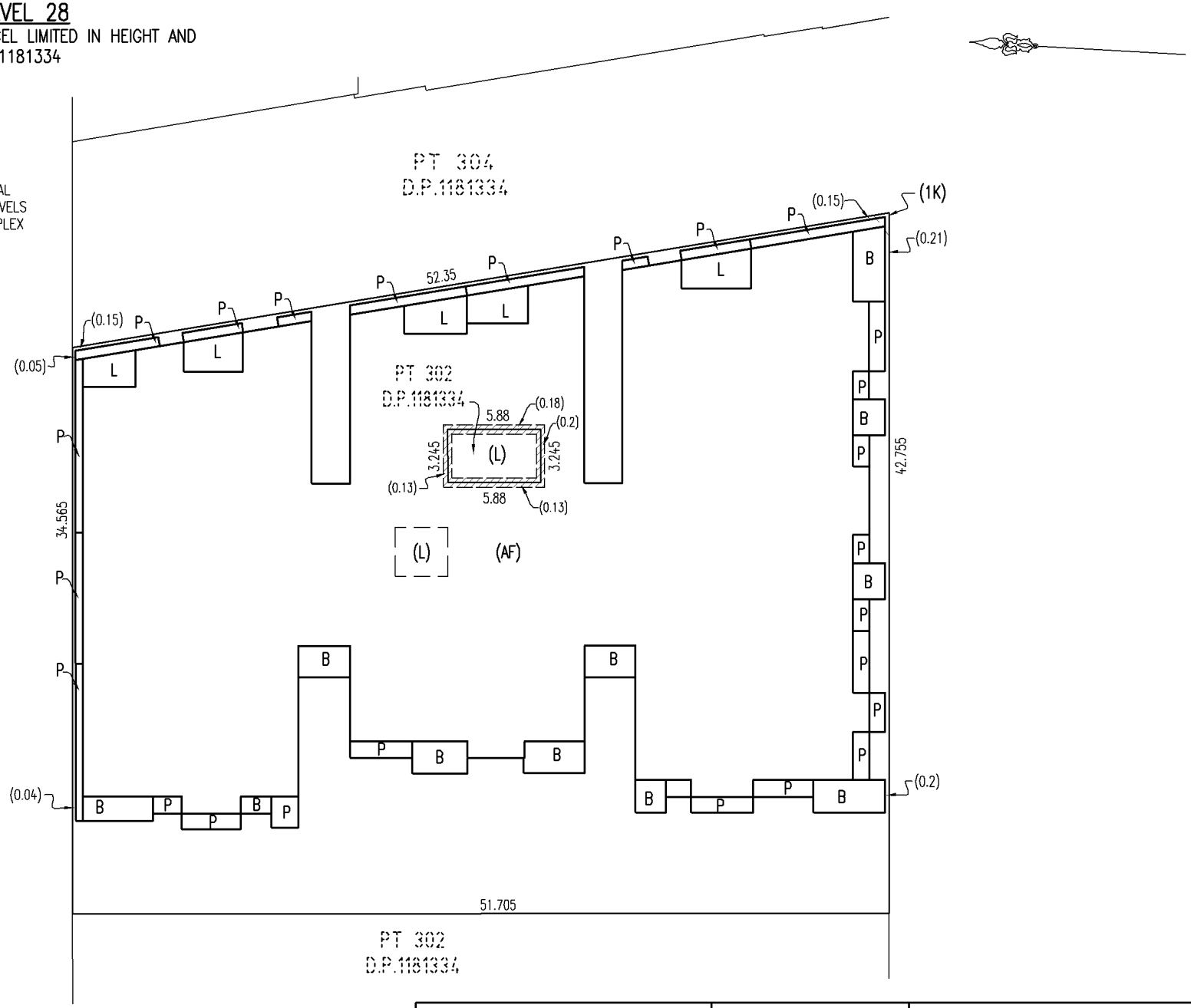
LOCATION PLAN – LEVEL 28

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

LEVEL 28
OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.



(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (A.G.301398)
(1K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)

P – DENOTES PLANTER
L – DENOTES LOGGIA
B – DENOTES BALCONY

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 14.10.2013	SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC L28.dwg

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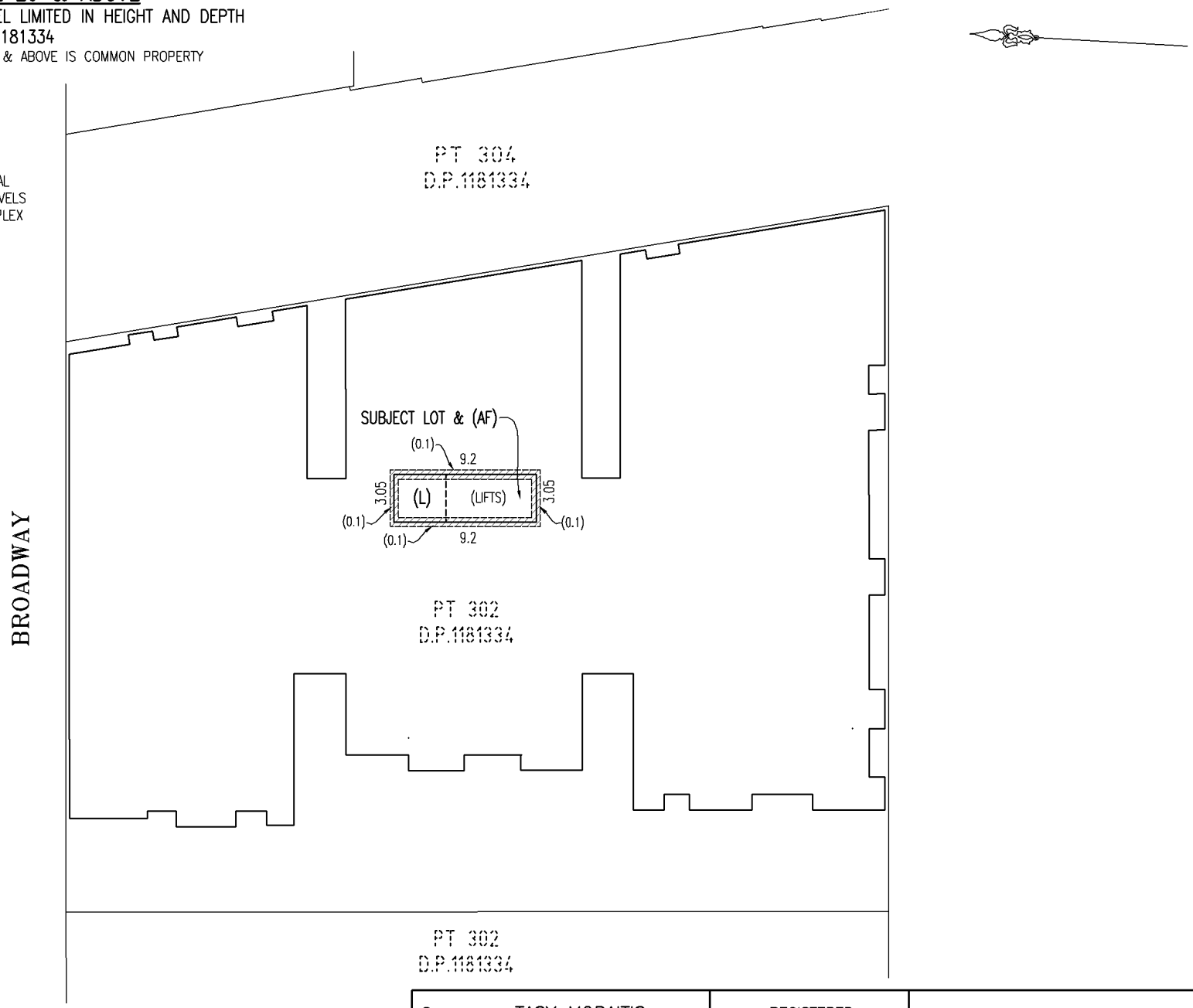
LOCATION PLAN – LEVEL 29 & ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS DEFINED IN D.P.1181334

THE WHOLE OF THE SUBJECT LOT ON LEVEL 29 & ABOVE IS COMMON PROPERTY

LEVEL 29 AND ABOVE
OF THE ONE CENTRAL PARK EAST RESIDENTIAL APARTMENT BUILDING COMPRISED WITHIN 34 LEVELS OF THE ONE CENTRAL PARK RESIDENTIAL COMPLEX BEING A CONCRETE AND GLASS BUILDING.
No.3 CARLTON STREET.



(AF) EASEMENT FOR NOISE VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (A.G.301398)
(L) EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 14.10.2013	SP88765

Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LOC L29.dwg

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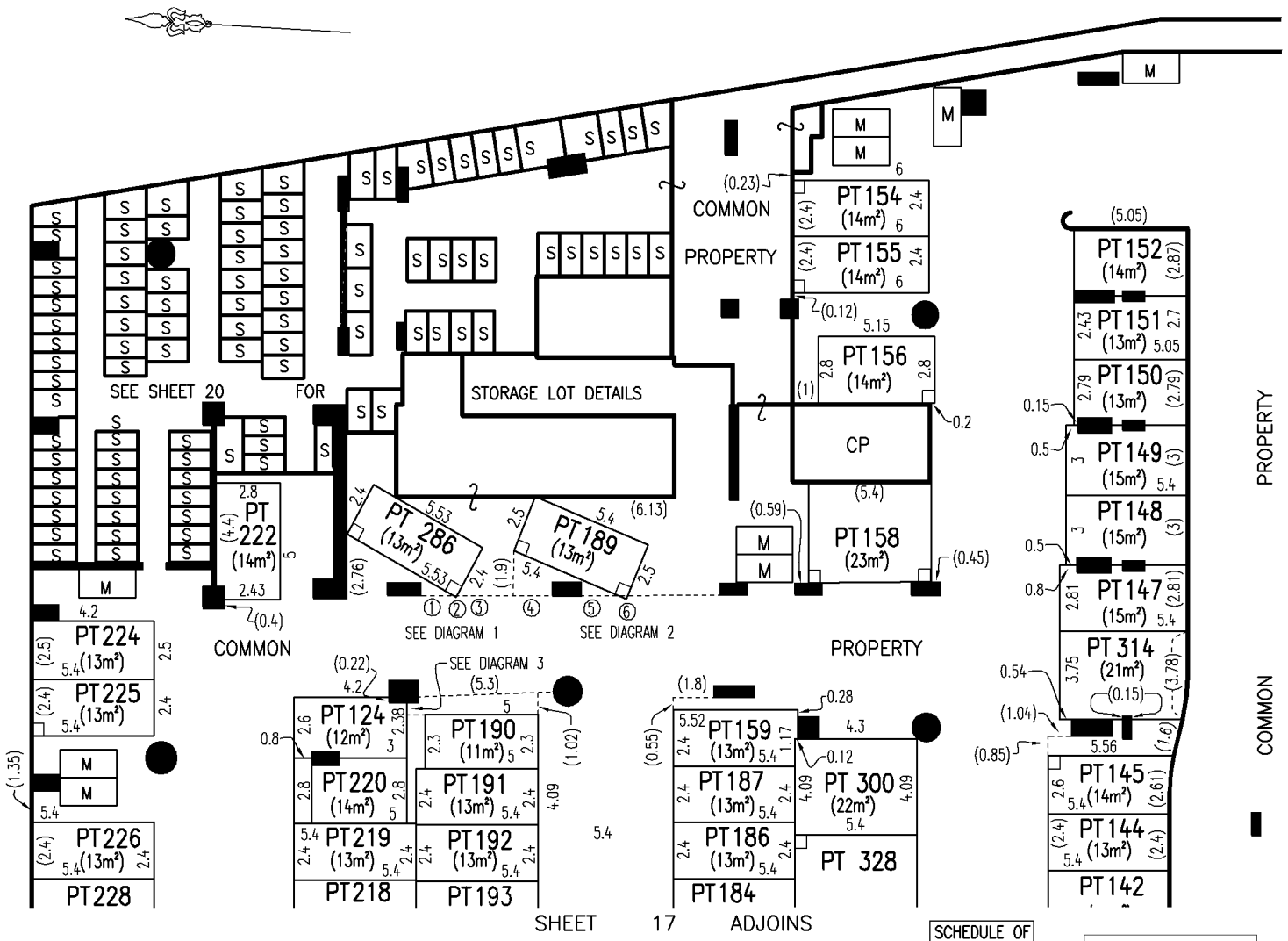
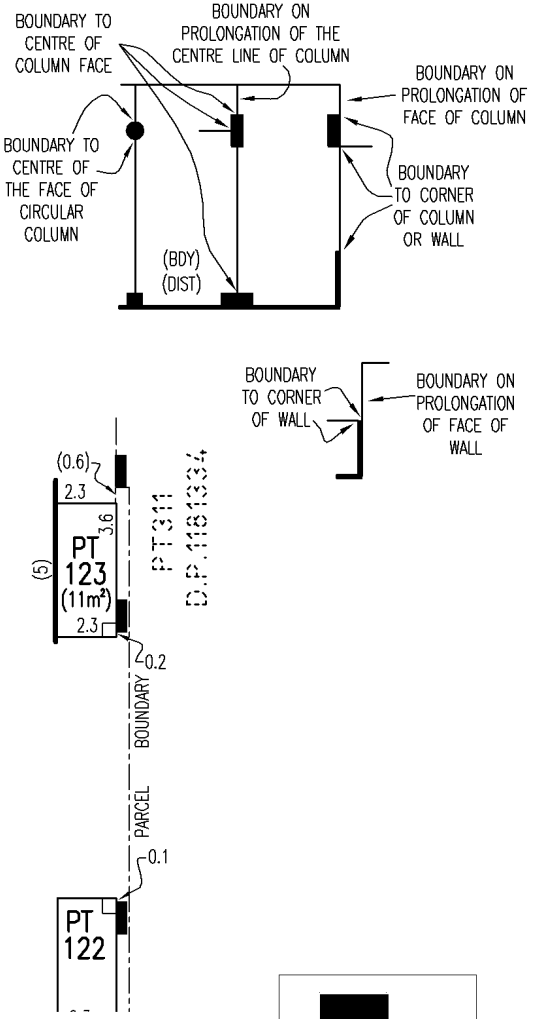
BASEMENT LEVEL 4





SCHEDULE OF SHORT LINES	
No.	DIST
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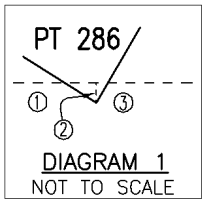
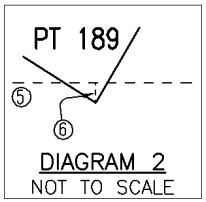
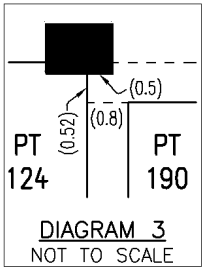
2	0.08
3	2.54
4	1.71
5	1.98
6	0.15







– DENOTES 90°
CP – DENOTES COMMON PROPERTY
M – DENOTES MOTORCYCLE PARKING SPACE WITHIN COMMON PROPERTY
S – DENOTES STORAGE SPACE

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1:200

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\BASEMENT 4.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:16 of 56
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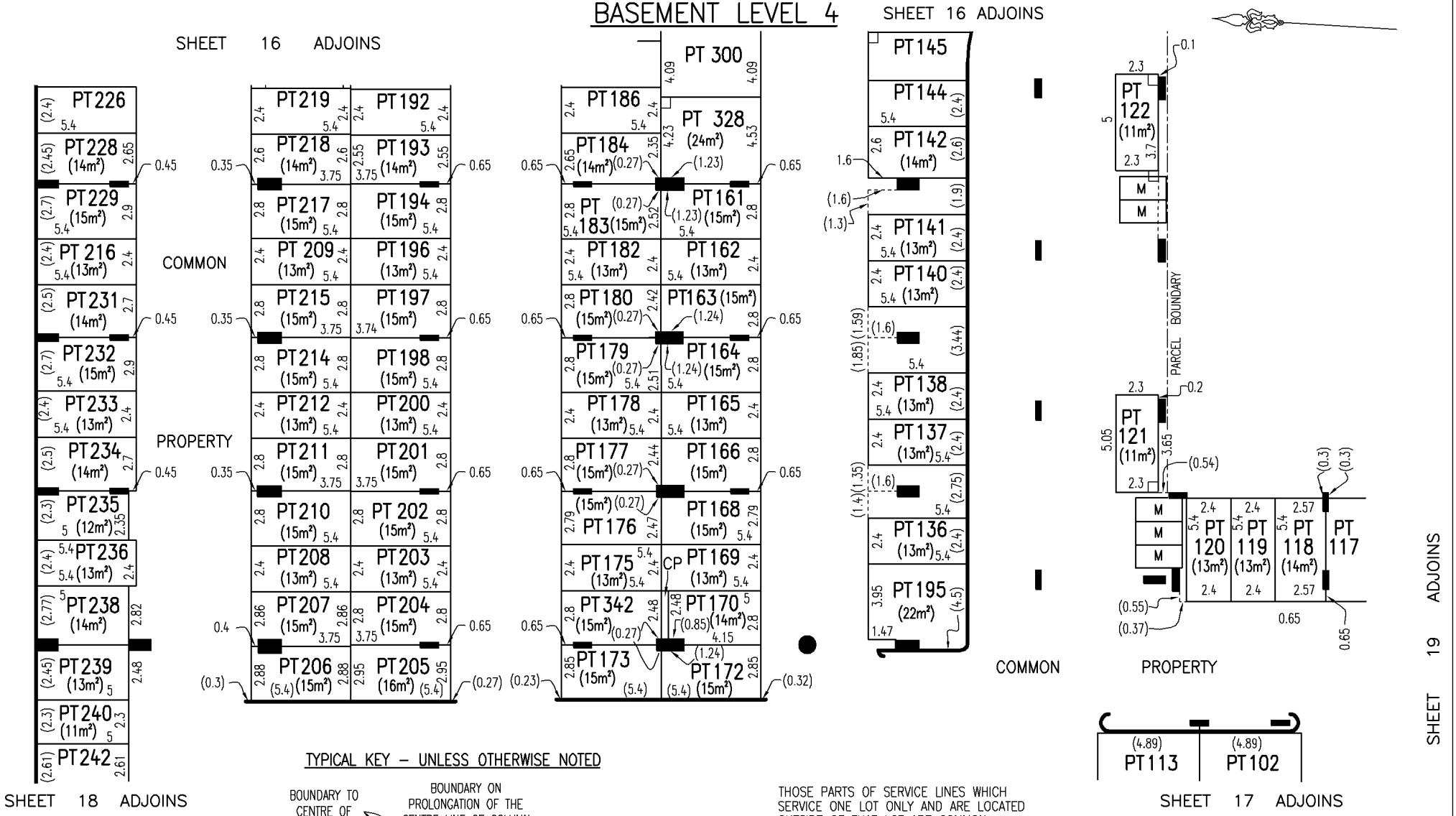
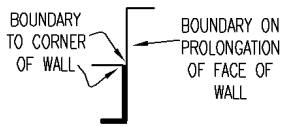
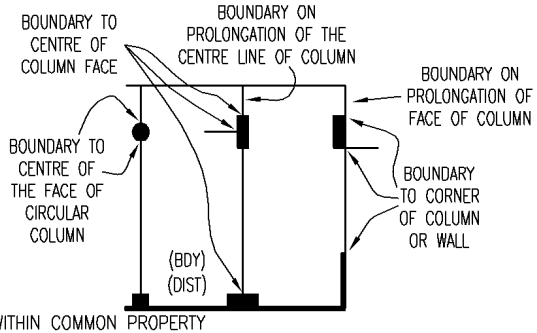
BASEMENT LEVEL 4



TYPICAL KEY – UNLESS OTHERWISE NOTED





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Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\BASEMENT 4.dwg

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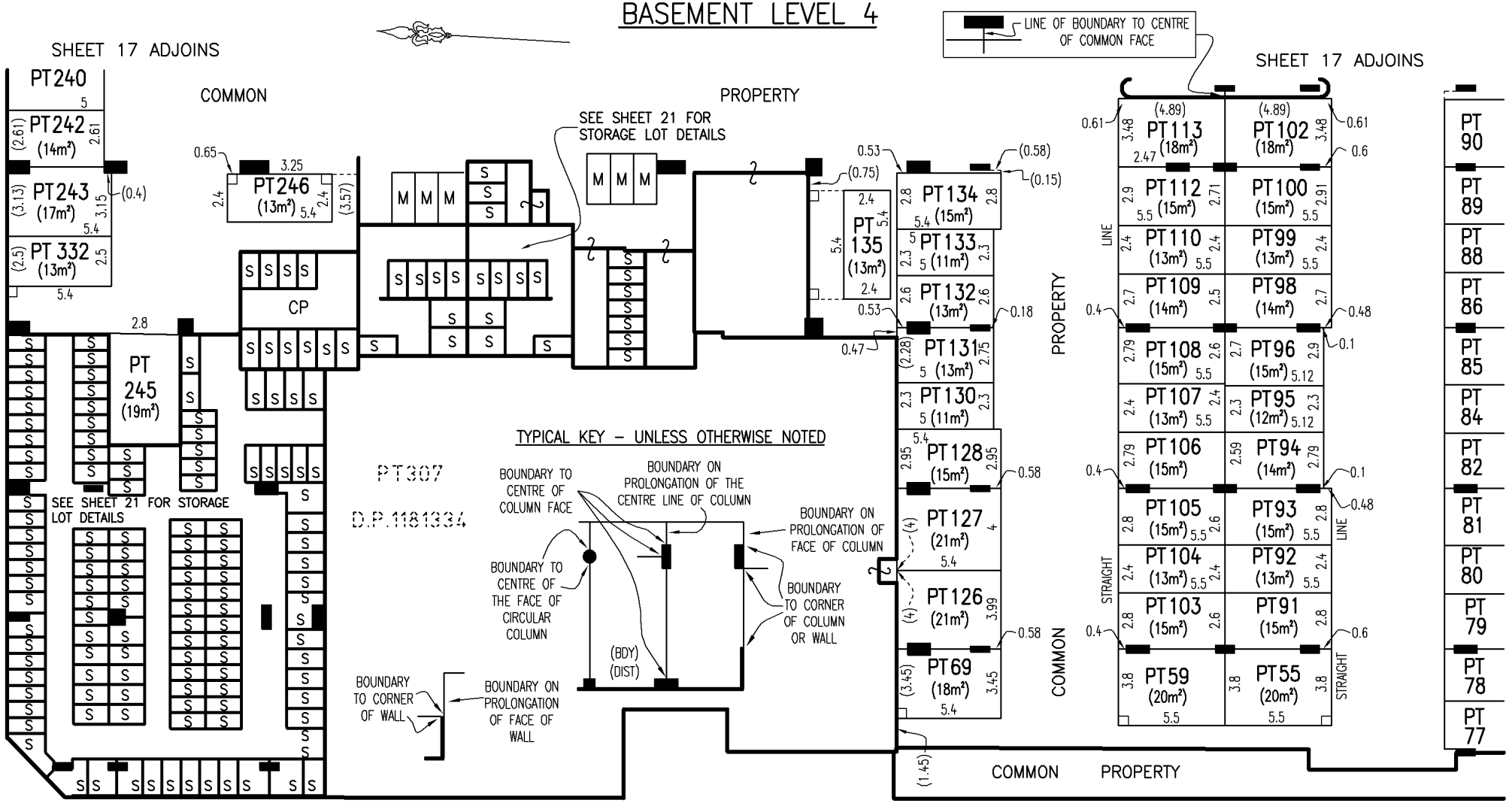
BASEMENT LEVEL 4



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Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED 14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\BASEMENT 4.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:18 of 56
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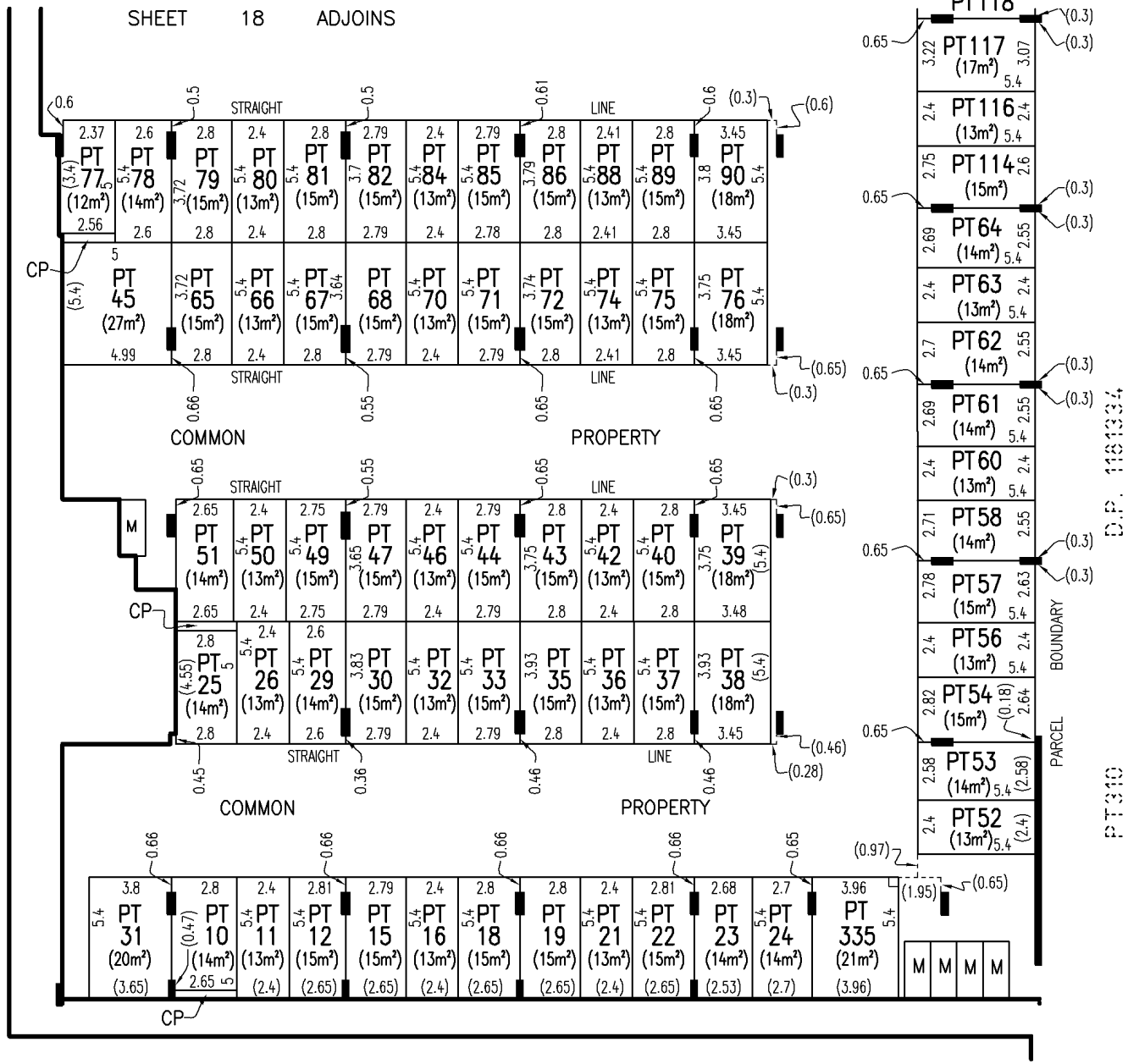
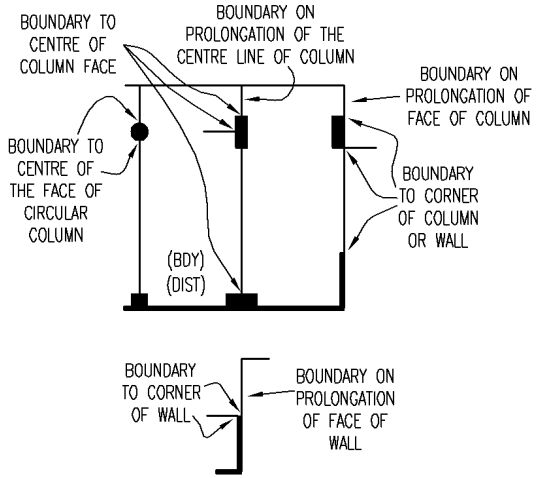
BASEMENT LEVEL 4

SHEET 18 ADJOINS

SHEET 17 ADJOINS



TYPICAL KEY – UNLESS OTHERWISE NOTED



THIS PLAN IS BASED ON PLANS BY
PTW ARCHITECTS
DWG No.: BASEMENT 04

– DENOTES 90°
CP – DENOTES COMMON PROPERTY
M – DENOTES MOTORCYCLE PARKING SPACE WITHIN COMMON PROPERTY
S – DENOTES STORAGE SPACE

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Surveyor:	TASY MORAITIS
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Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\BASEMENT 4.dwg

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BASEMENT LEVEL 4 – STORAGE LOT DETAIL

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

CP – DENOTES COMMON PROPERTY

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Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1: 100	

REGISTERED 14.10.2013

SP88765

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X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\BASEMENT 4.dwg

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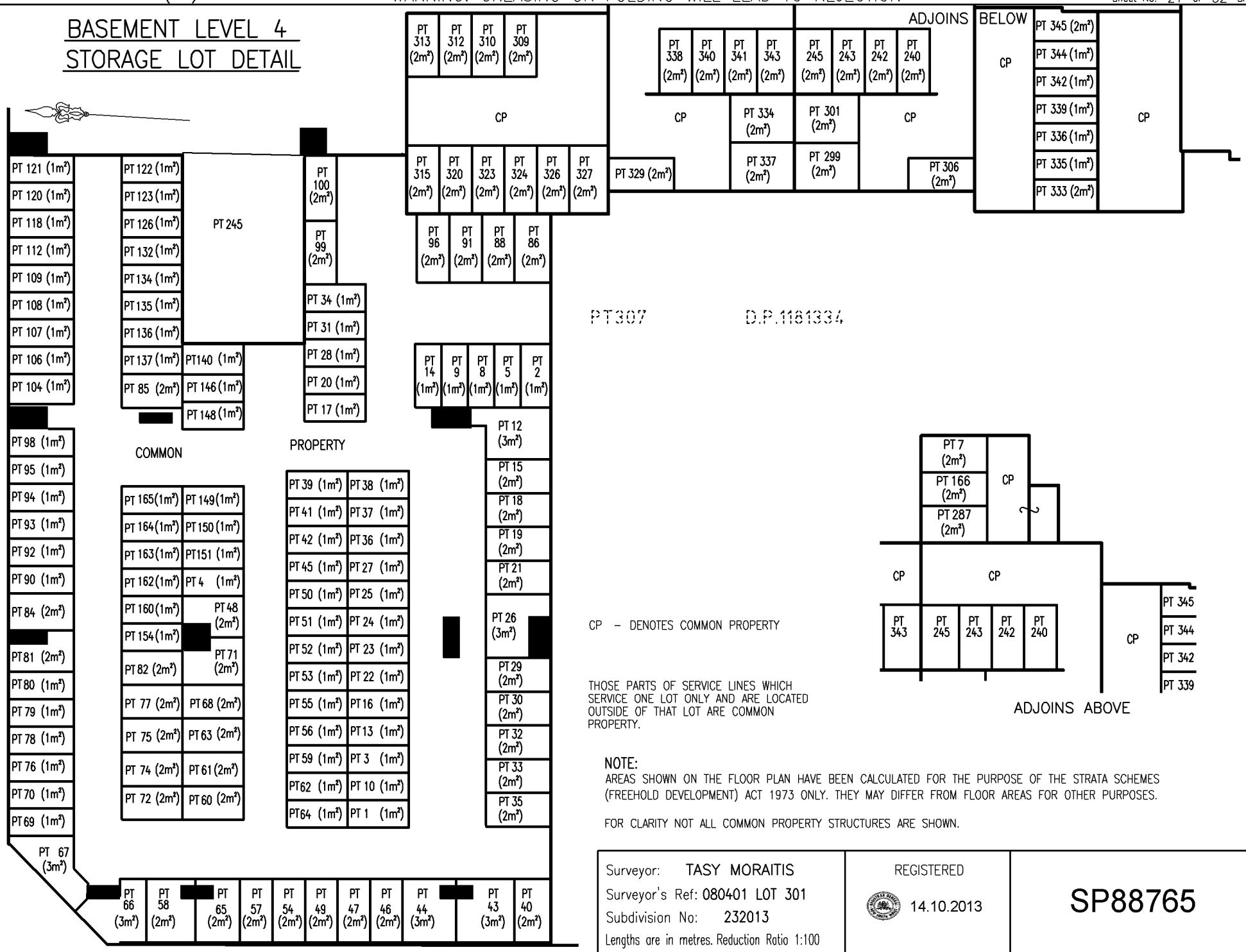
BASEMENT LEVEL 4
STORAGE LOT DETAIL



CP – DENOTES COMMON PROPERTY

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Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:100	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\BASEMENT 4.dwg

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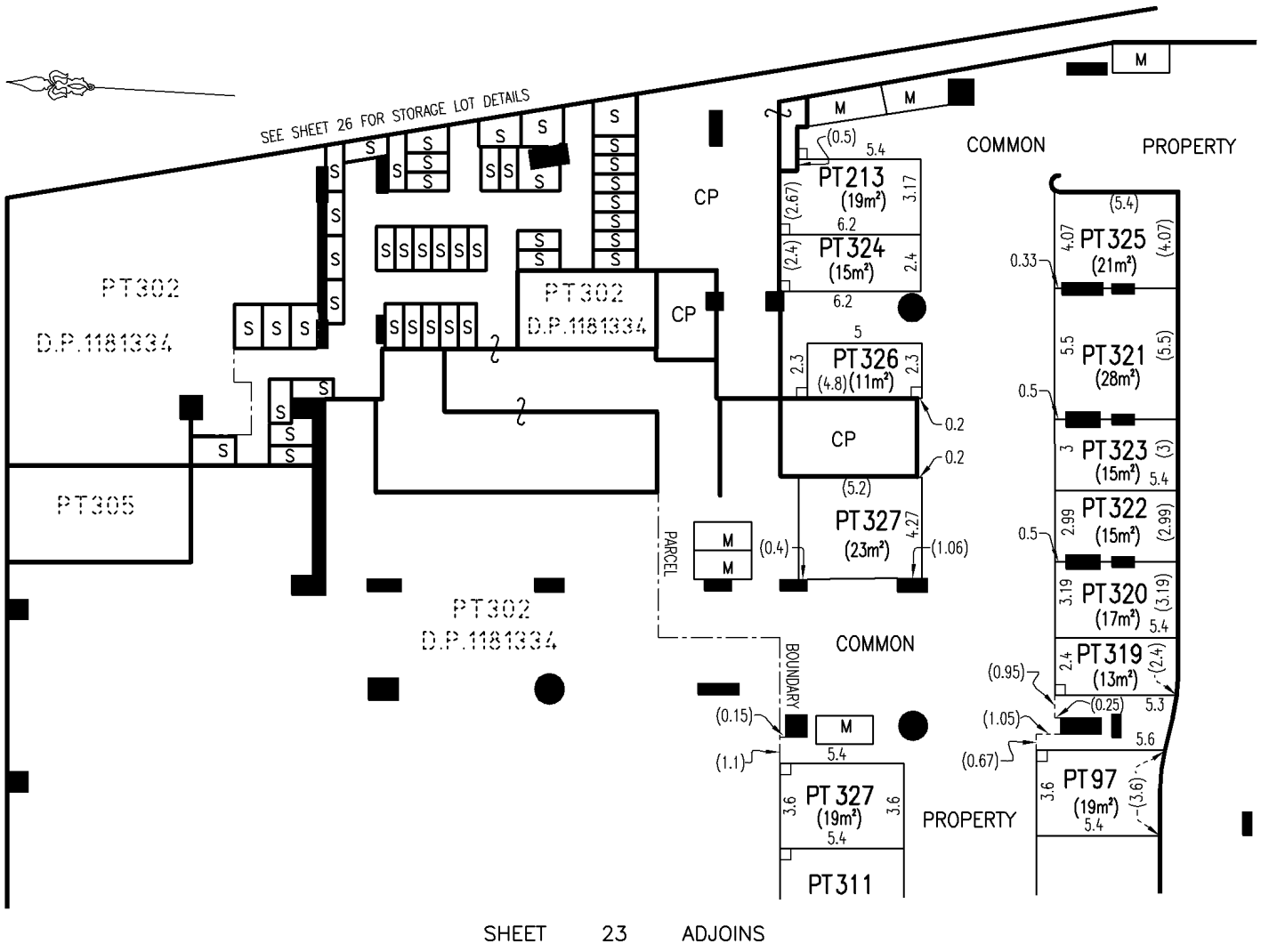
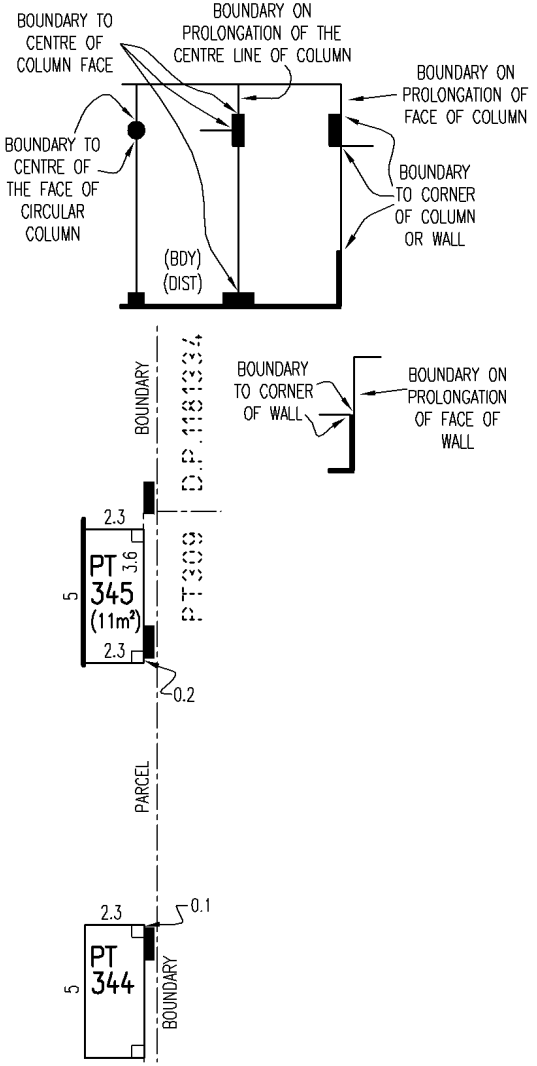
BASEMENT LEVEL 3





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□ – DENOTES 90°
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Surveyor: TASY MORAITIS
Surveyor's Ref: 080401 LOT 301
Subdivision No: 232013
Lengths are in metres. Reduction Ratio 1:200

REGISTERED
14.10.2013

SP88765

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

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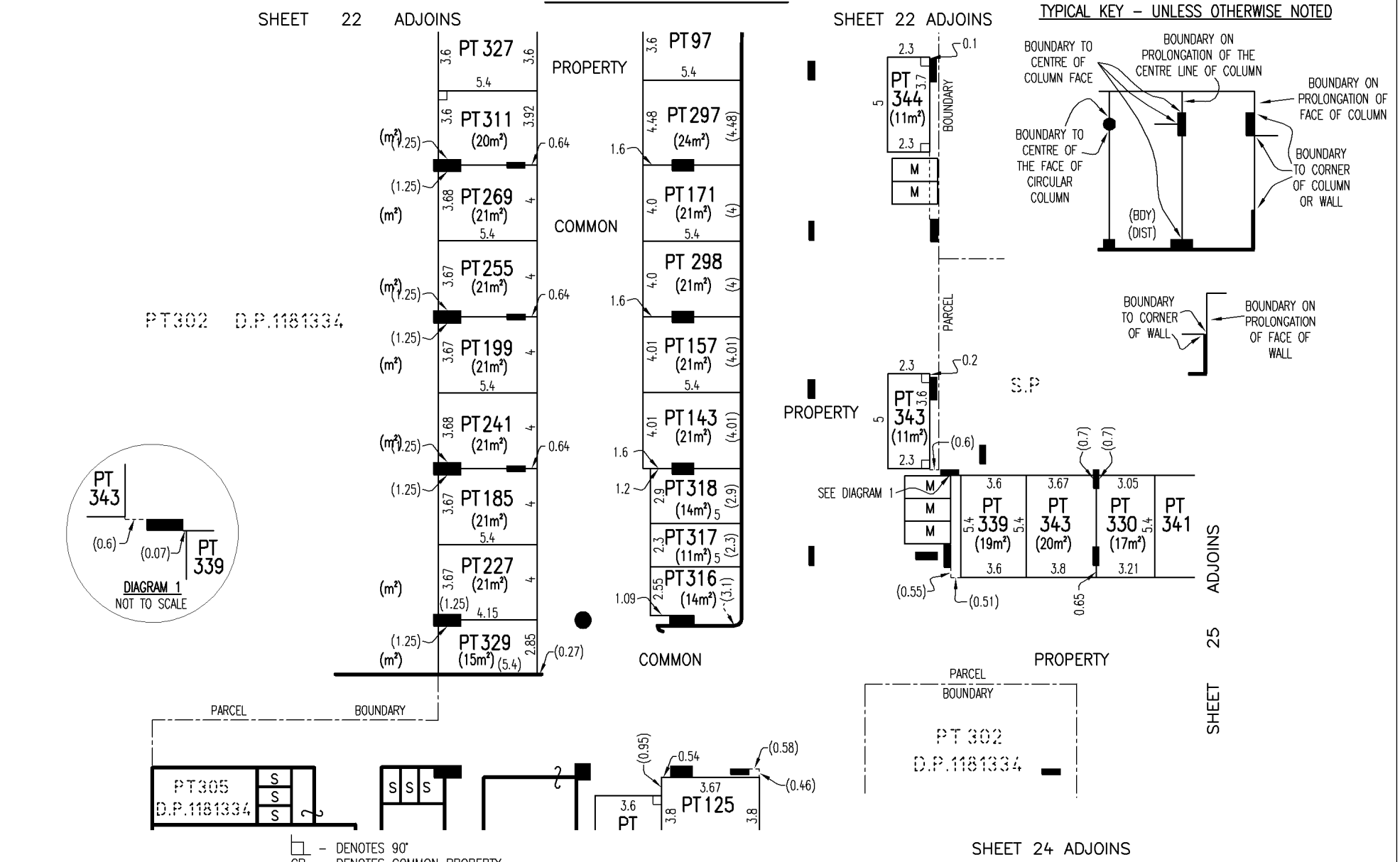
BASEMENT LEVEL 3



TYPICAL KEY – UNLESS OTHERWISE NOTED

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Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 14.10.2013

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

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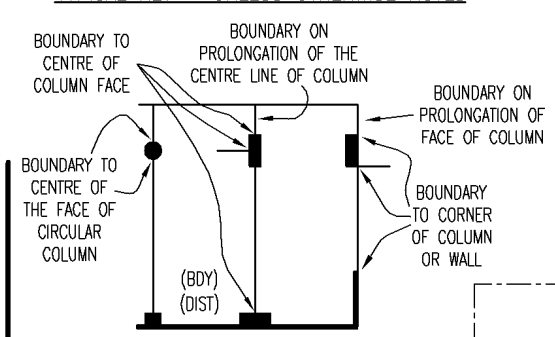
BASEMENT LEVEL 3

TYPICAL KEY – UNLESS OTHERWISE NOTED



(AT) – EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH

(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH

(AT2) – EASEMENT FOR PASSAGE OF SEWAGE SERVICE VARIABLE WIDTH

SHEET 23 ADJOINS

SHEET 23 ADJOINS

PARCEL BOUNDARY

PARCEL BOUNDARY

SEE SHEET 27 FOR STORAGE LOT DETAILS

PT305 D.P.1181334

PT307 D.P.1181334

S.P.87881

CP

STORAGE

SPACES

PT 129 (19m²)

PT125 (20m²)

PT115 (20m²)

PT111 (21m²)

PT101 (21m²)

PT221 (14m²)

PT87 (20m²)

PT 302 D.P.1181334

PT315 (15m²)

355 15m²

PT83 (20m²)

PT73 (20m²)

PT 313

PT 312

PT 310

PT 309

PT 308

PT 306

PT 305

PT 304

PT 303

PT 302

PT 130

PROPERTY

COMMON

LINE

STRAIGHT

ADJOINS SHEET 25

COMMON (AT),(AT1),(AT2) PROPERTY

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– DENOTES 90°

CP – DENOTES COMMON PROPERTY

S – DENOTES STORAGE SPACE

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Surveyor: TASY MORAITIS

Surveyor's Ref: 080401 LOT 301

Subdivision No: 232013

Lengths are in metres. Reduction Ratio 1:200

REGISTERED 14.10.2013

SP88765

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X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\BASEMENT 3.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:24 of 56
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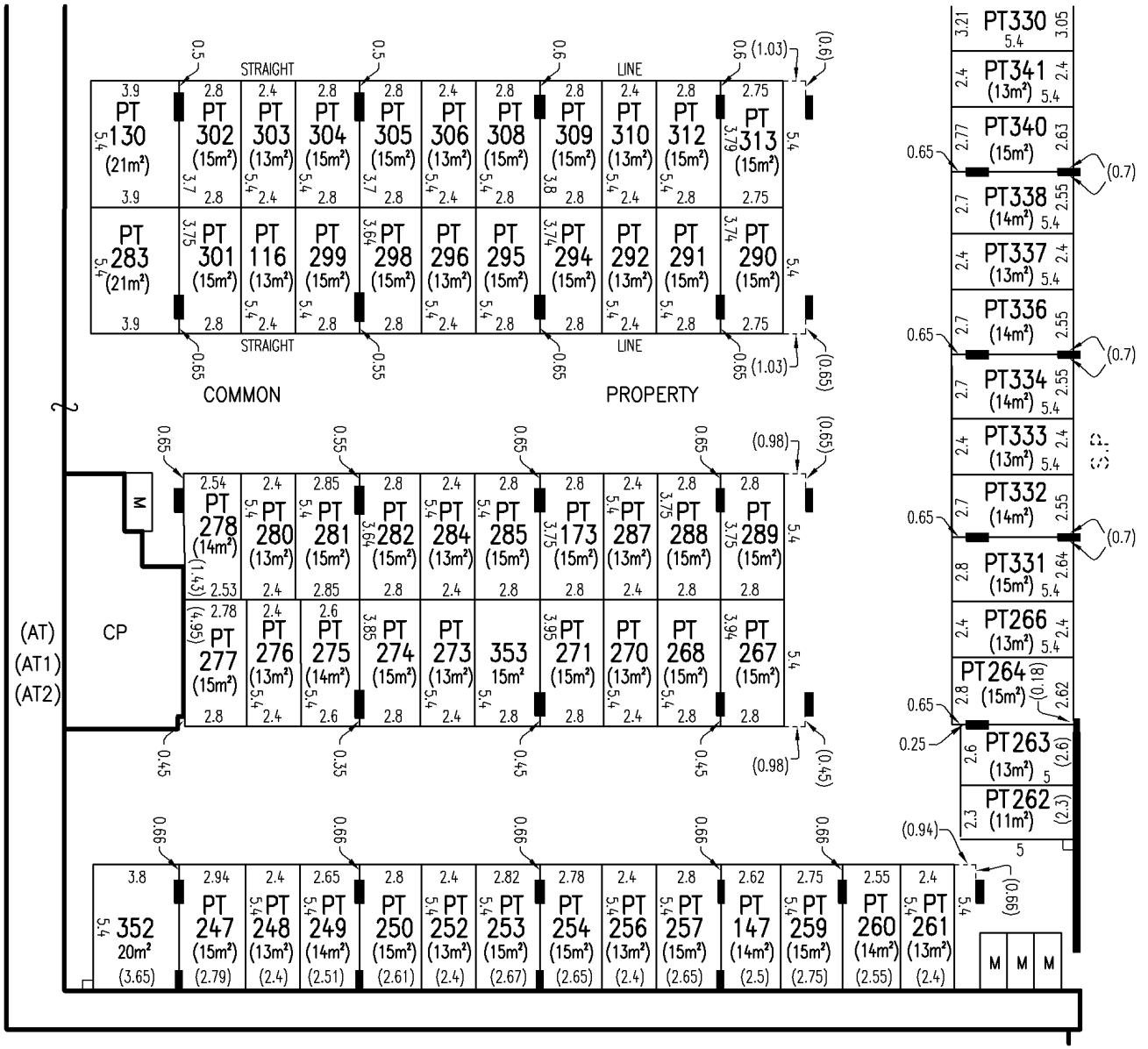
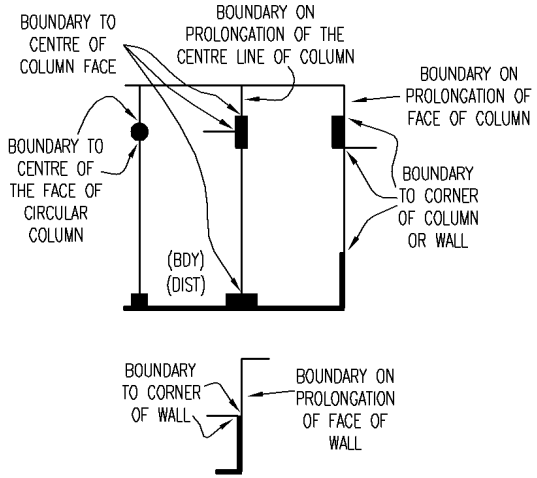
BASEMENT LEVEL 3

SHEET 24 ADJOINS

SHEET 23 ADJOINS



TYPICAL KEY – UNLESS OTHERWISE NOTED



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(AT1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH

(AT2) – EASEMENT FOR PASSAGE OF SEWAGE SERVICE VARIABLE WIDTH

CP – DENOTES COMMON PROPERTY

S – DENOTES STORAGE SPACE – TO BE ALLOCATED ON FINAL PLAN

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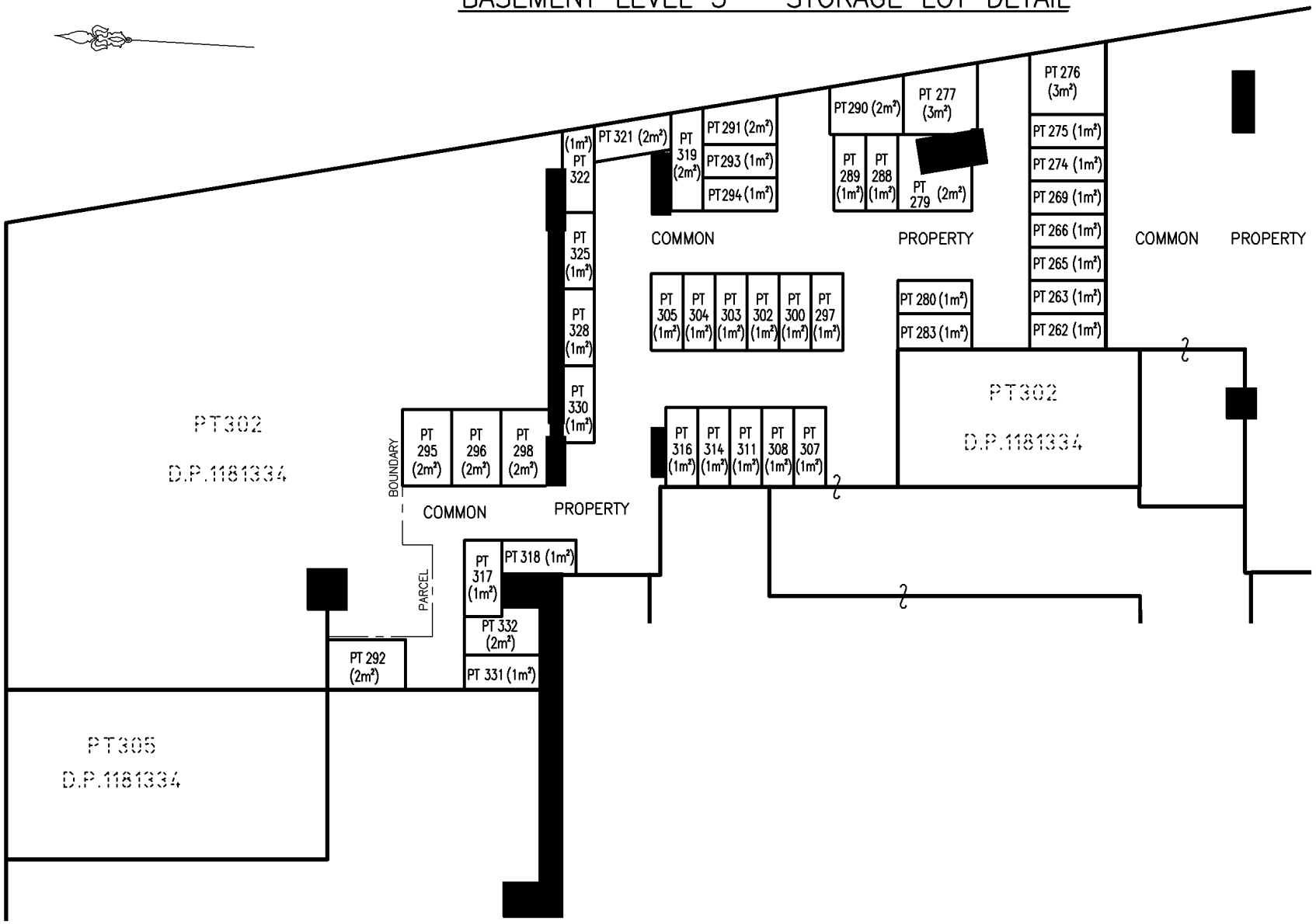
BASEMENT LEVEL 3 – STORAGE LOT DETAIL



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Lengths are in metres. Reduction Ratio 1: 100	

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BASEMENT LEVEL 3 STORAGE LOT DETAIL

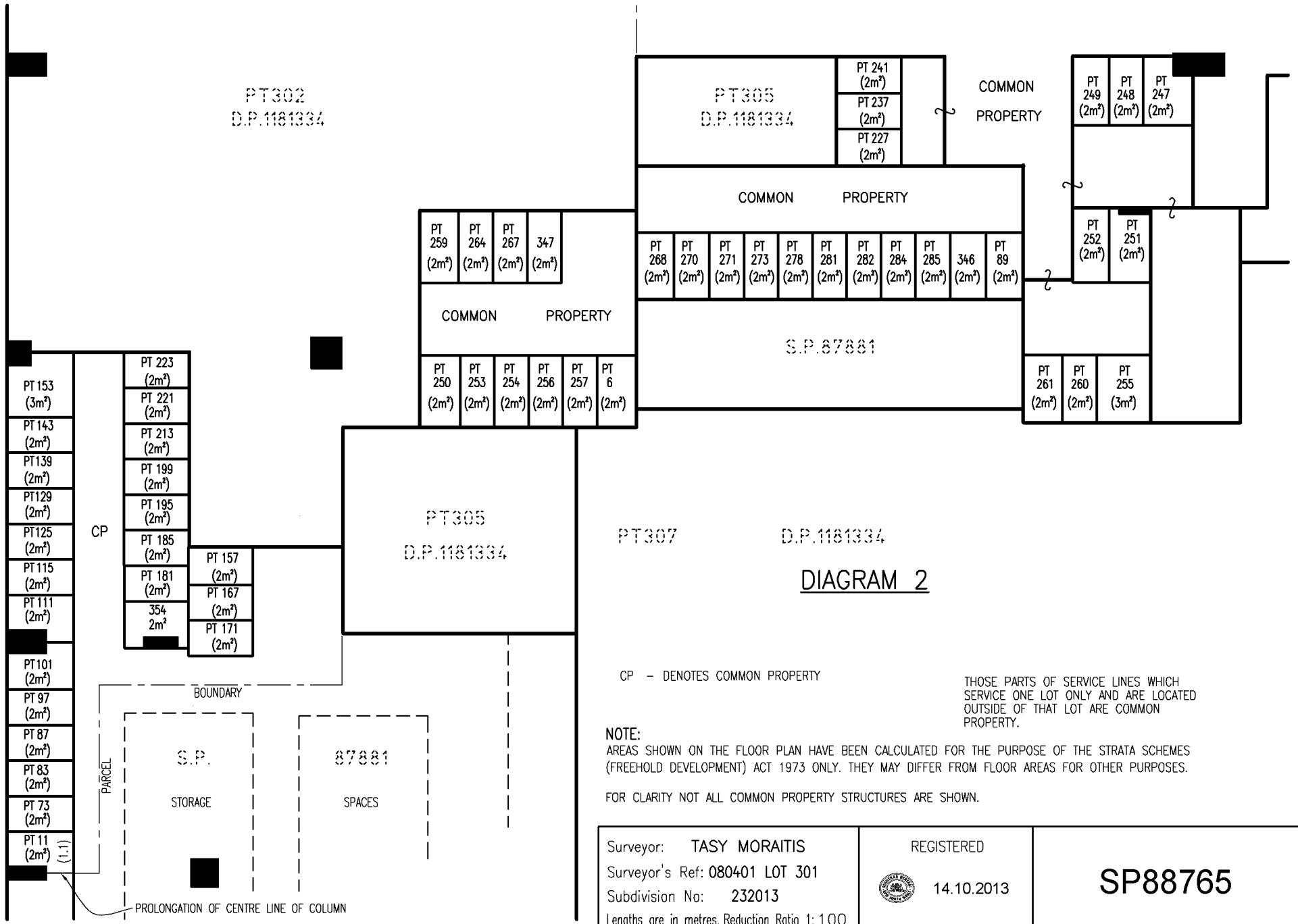

DIAGRAM 2

CP – DENOTES COMMON PROPERTY

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Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1: 100	REGISTERED 14.10.2013	SP88765

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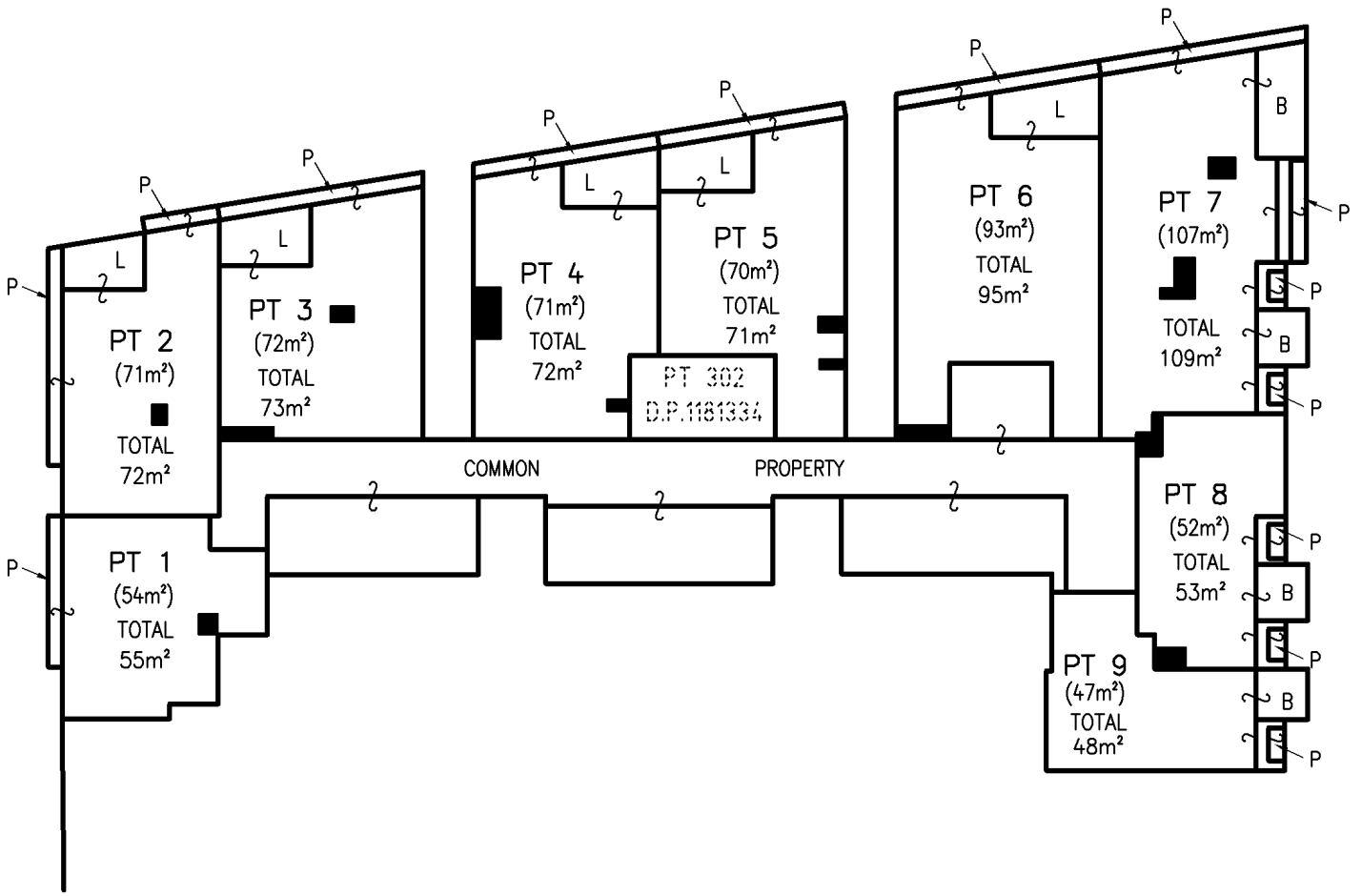
LEVEL 4

TYPICAL PLANTER DIAGRAM
NOT TO SCALE



THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 5, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL–04.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:28 of 56
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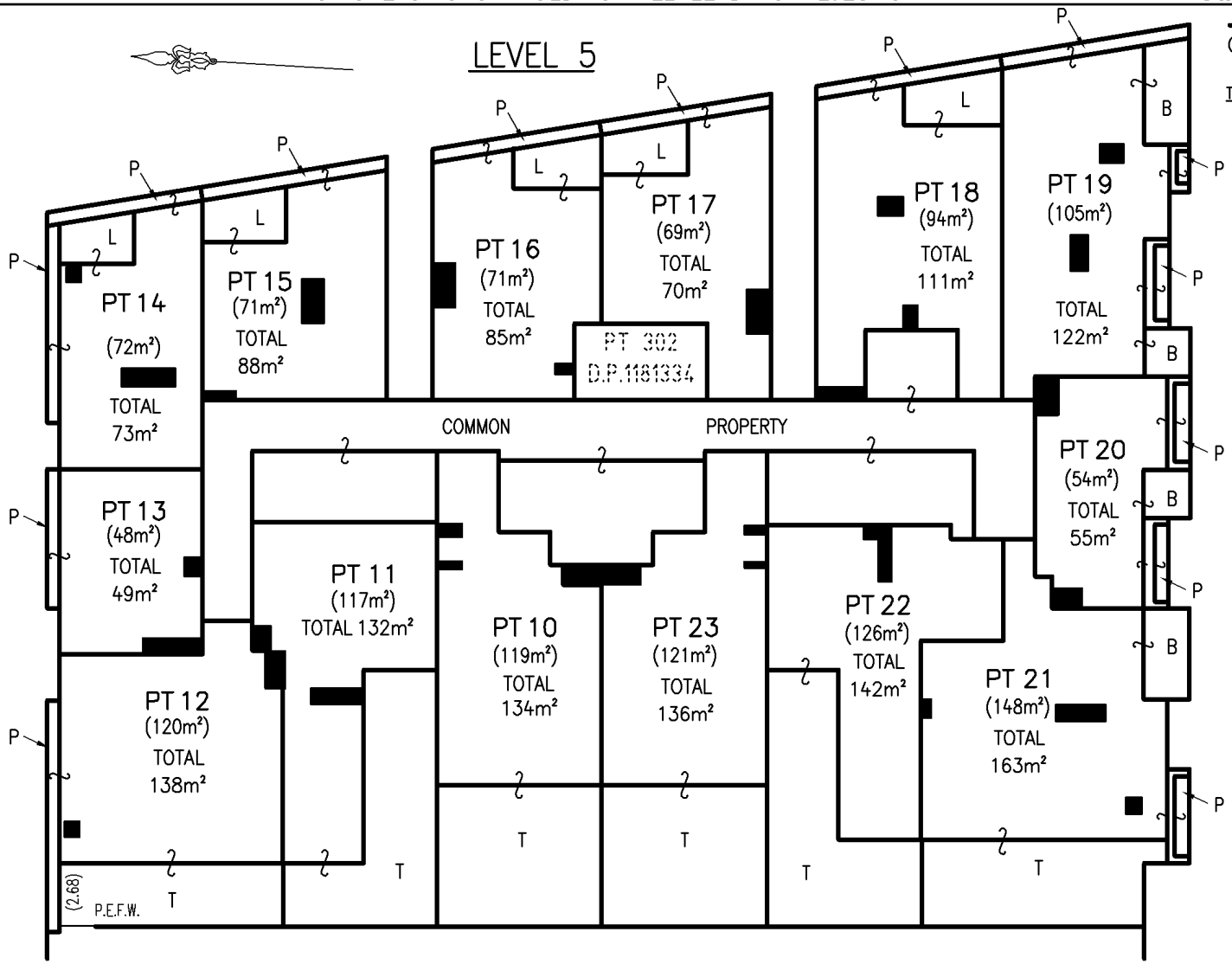
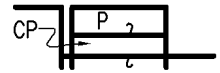
LEVEL 5





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS TERRACES & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA, TERRACE & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES, PAVERS AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES, PLANTERS AND TERRACES WHERE NOT COVERED BY LEVEL 6, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER
T – DENOTES TERRACE
P.E.F.W. – DENOTES PROLONGATION OF EAST FACE OF WALL.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

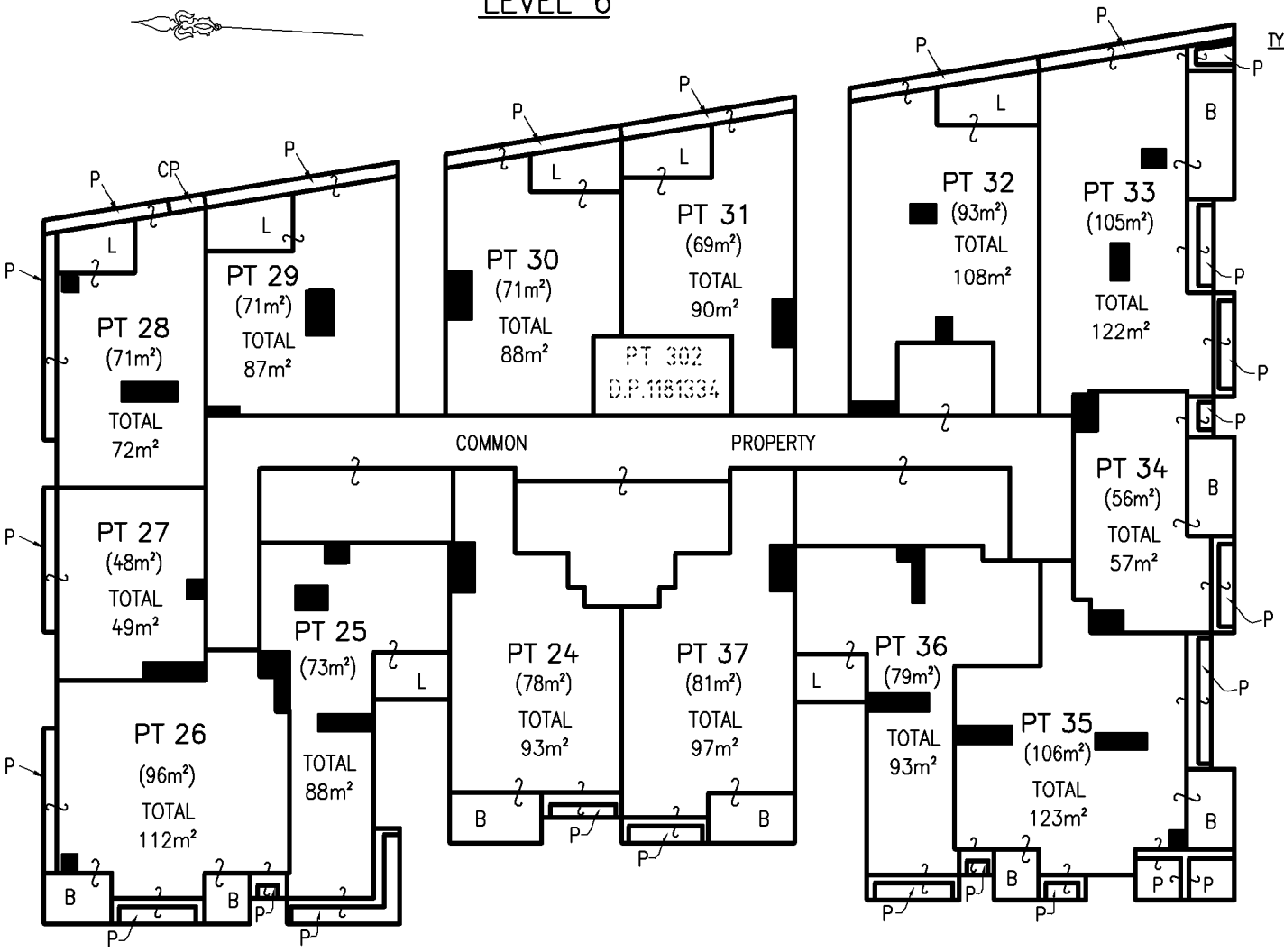
Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL–05.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:29 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 6



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 7, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

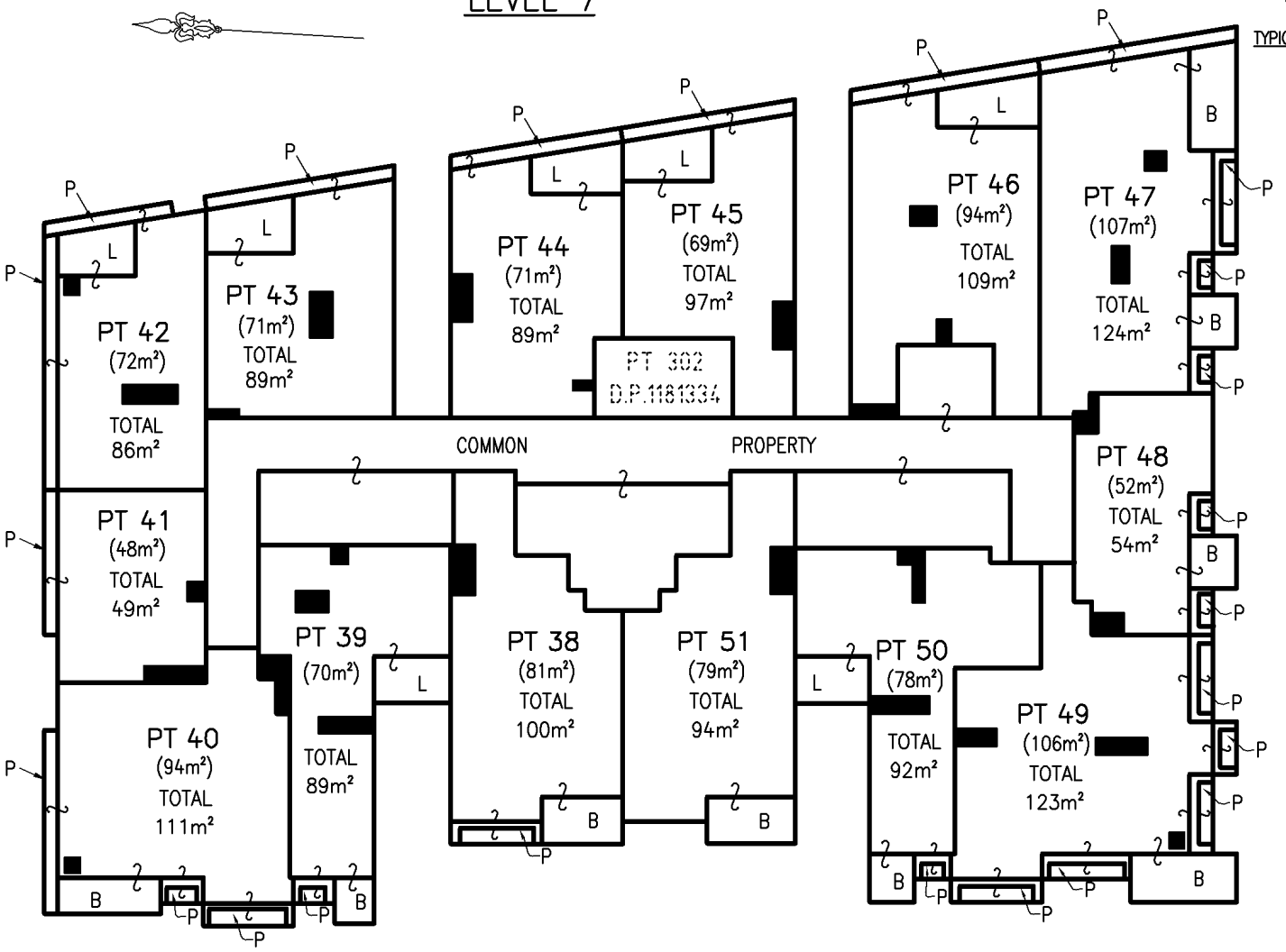
Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

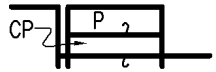
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-06.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:30 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 7





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 8 , IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

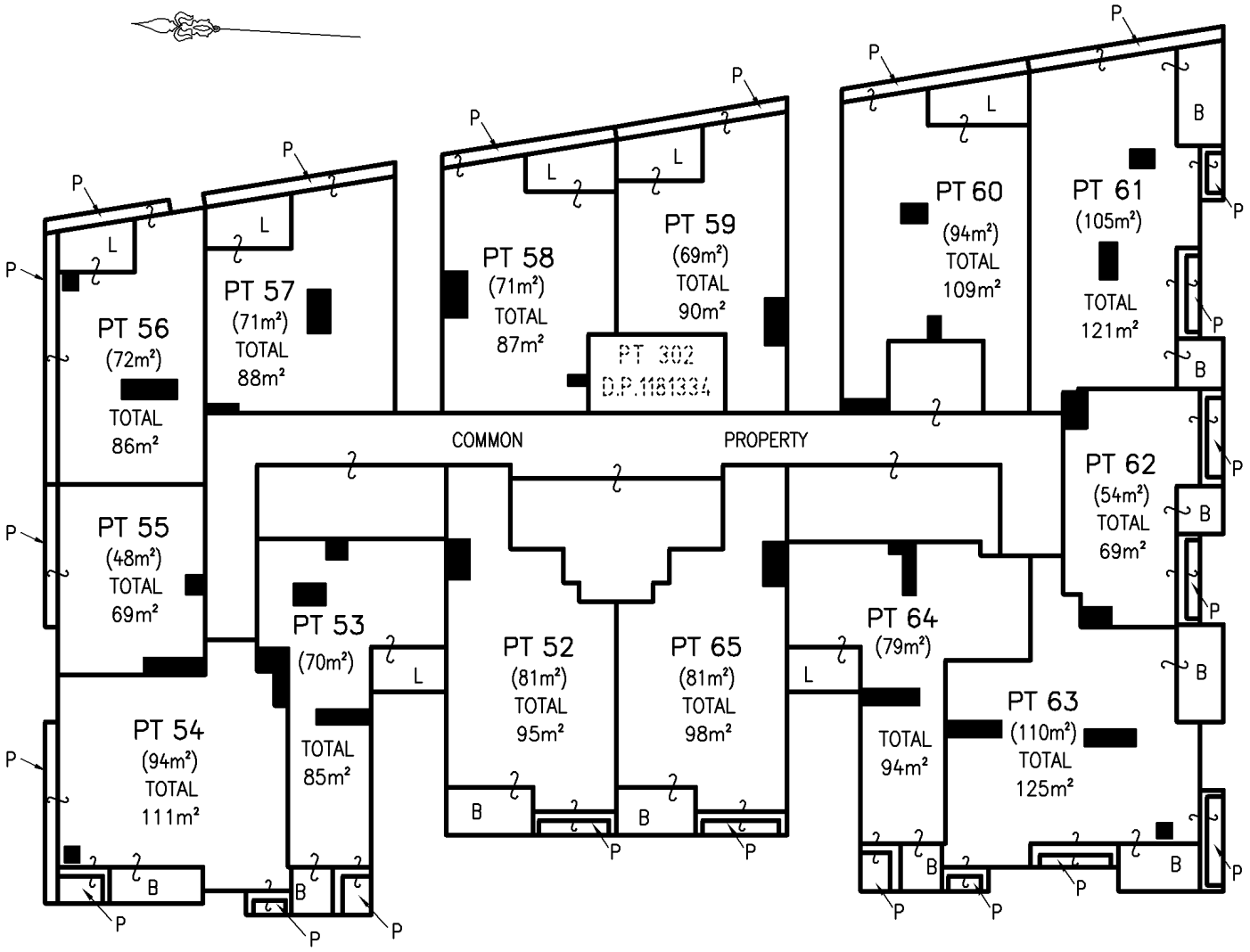
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-07-25.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:31 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 8

TYPICAL PLANTER DIAGRAM
NOT TO SCALE



THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 9 , IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

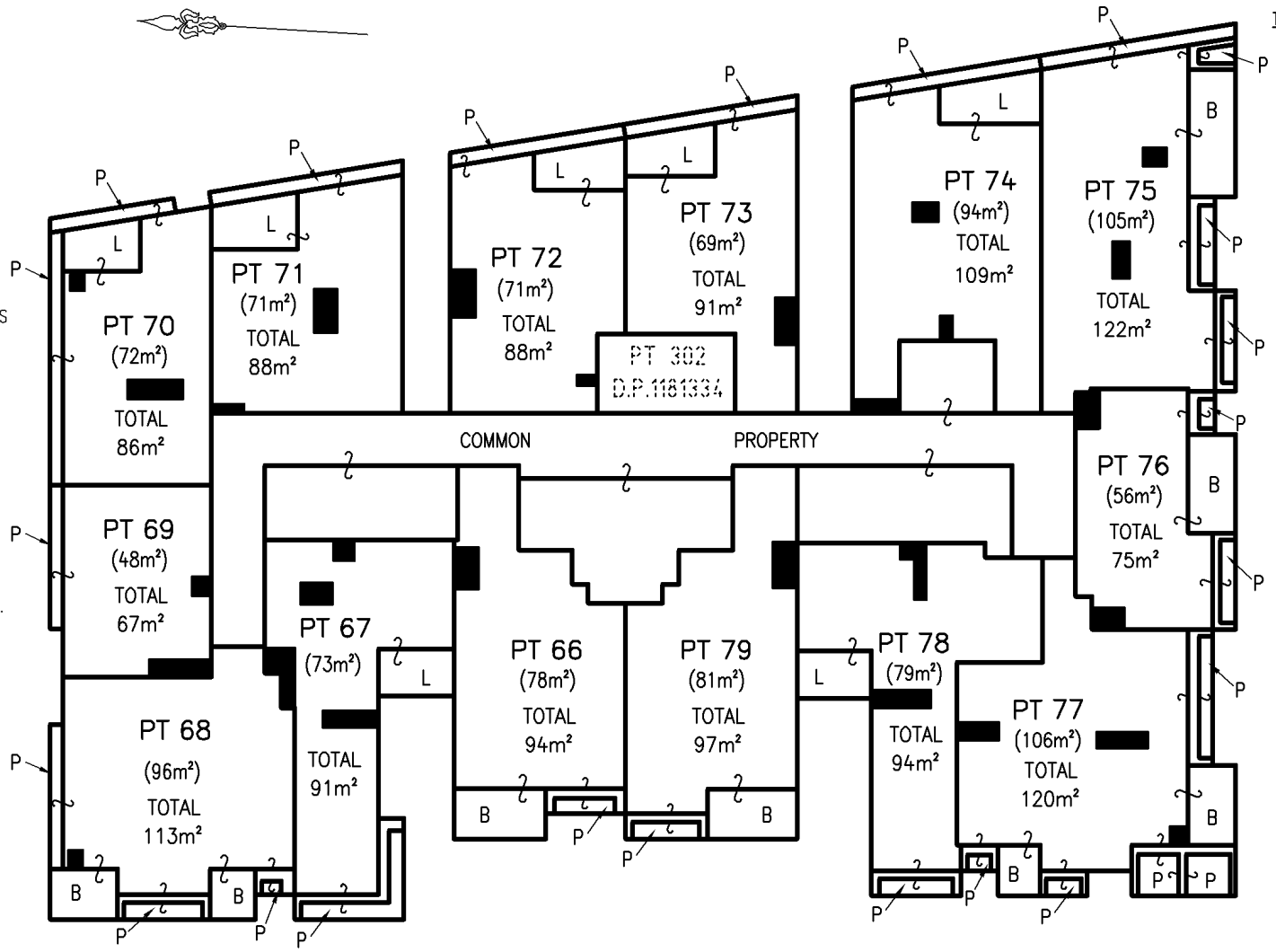
SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-08-26.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:32 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 9



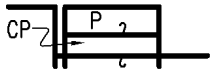
THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL10, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

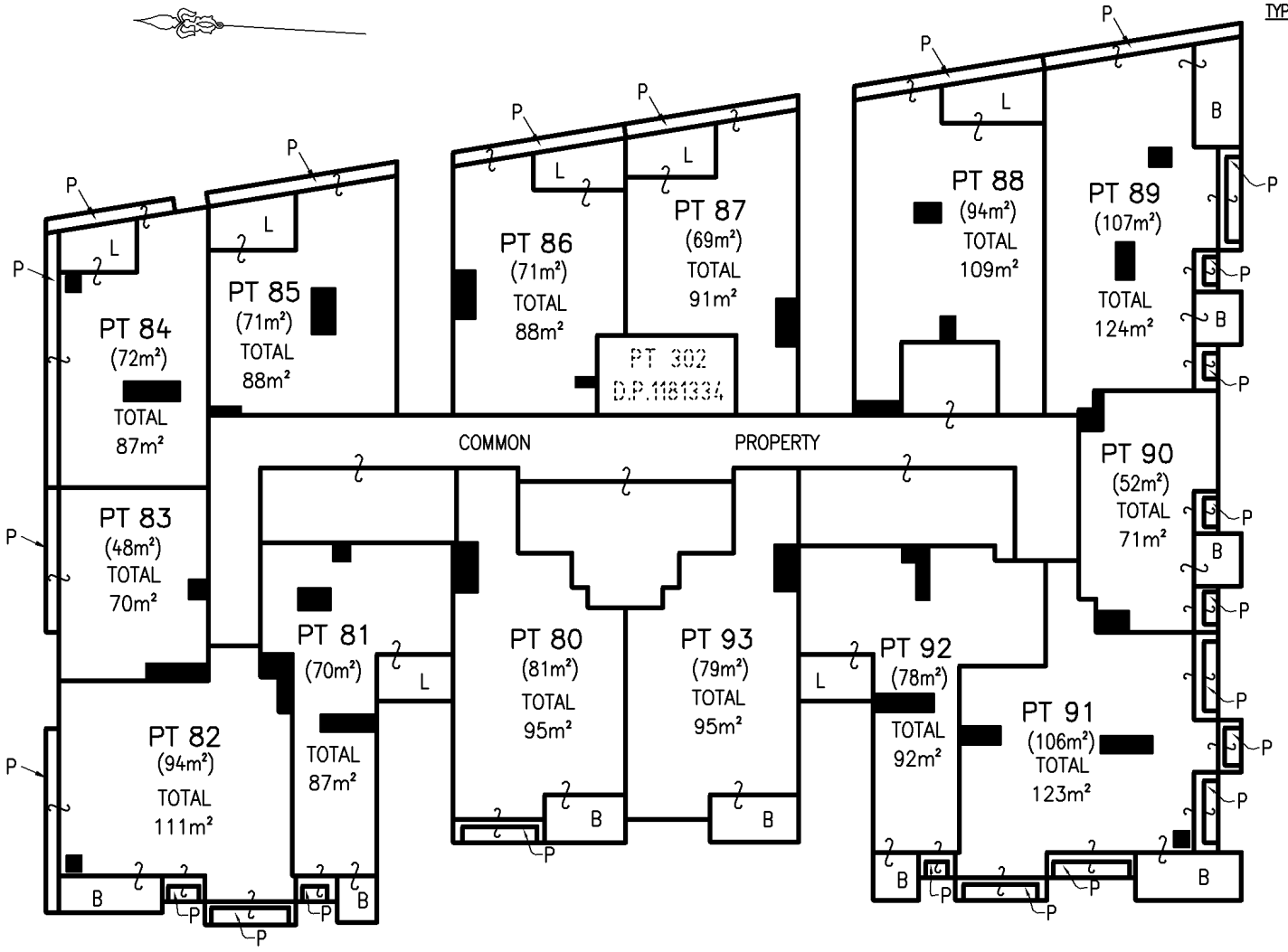
SP88765

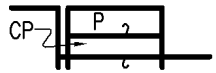
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-09-27.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:33 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 10





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL11, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

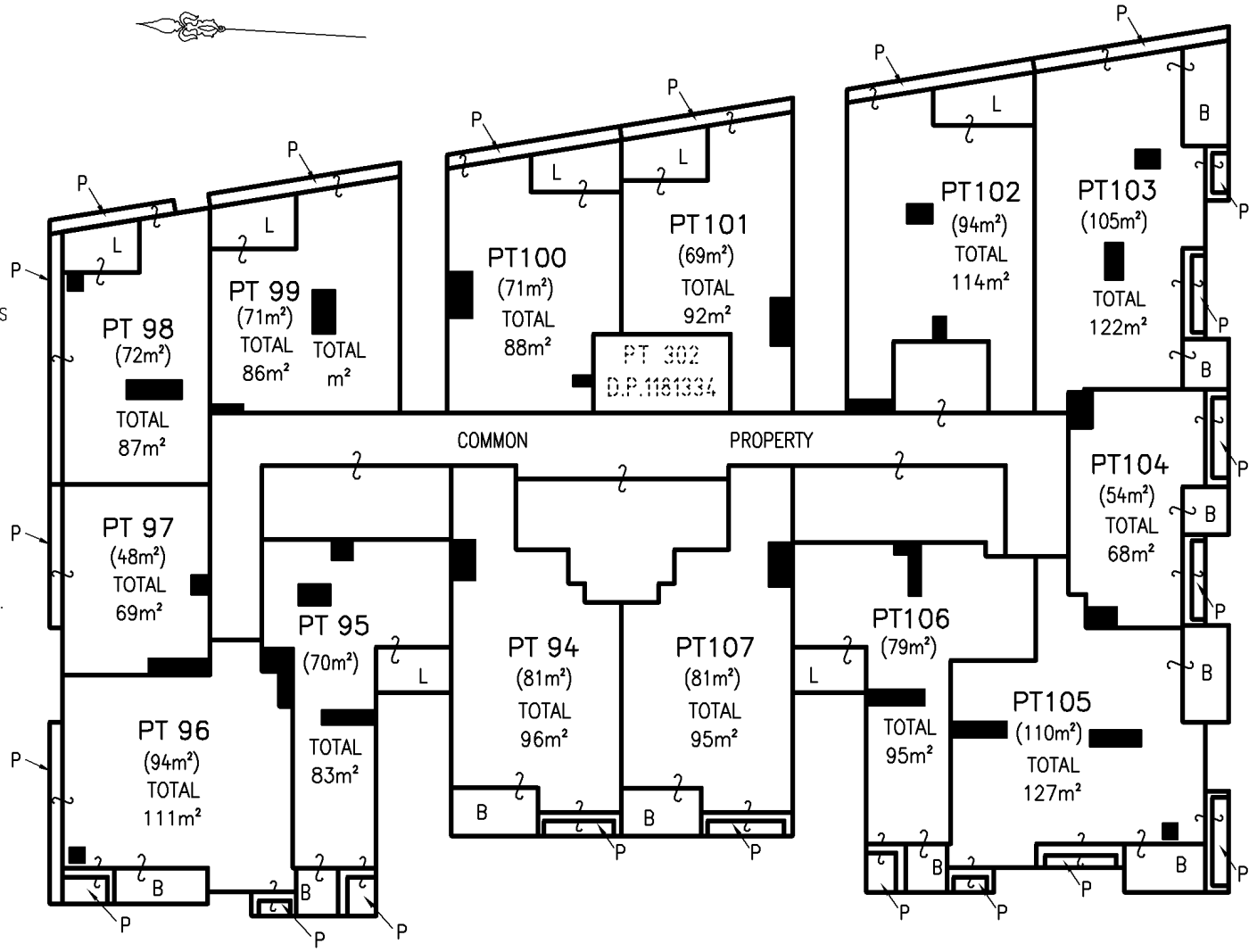
Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-07-25.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:34 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 11



CP P

TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 12, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-08-26.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:35 of 56
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LEVEL 12

TYPICAL PLANTER DIAGRAM
NOT TO SCALE

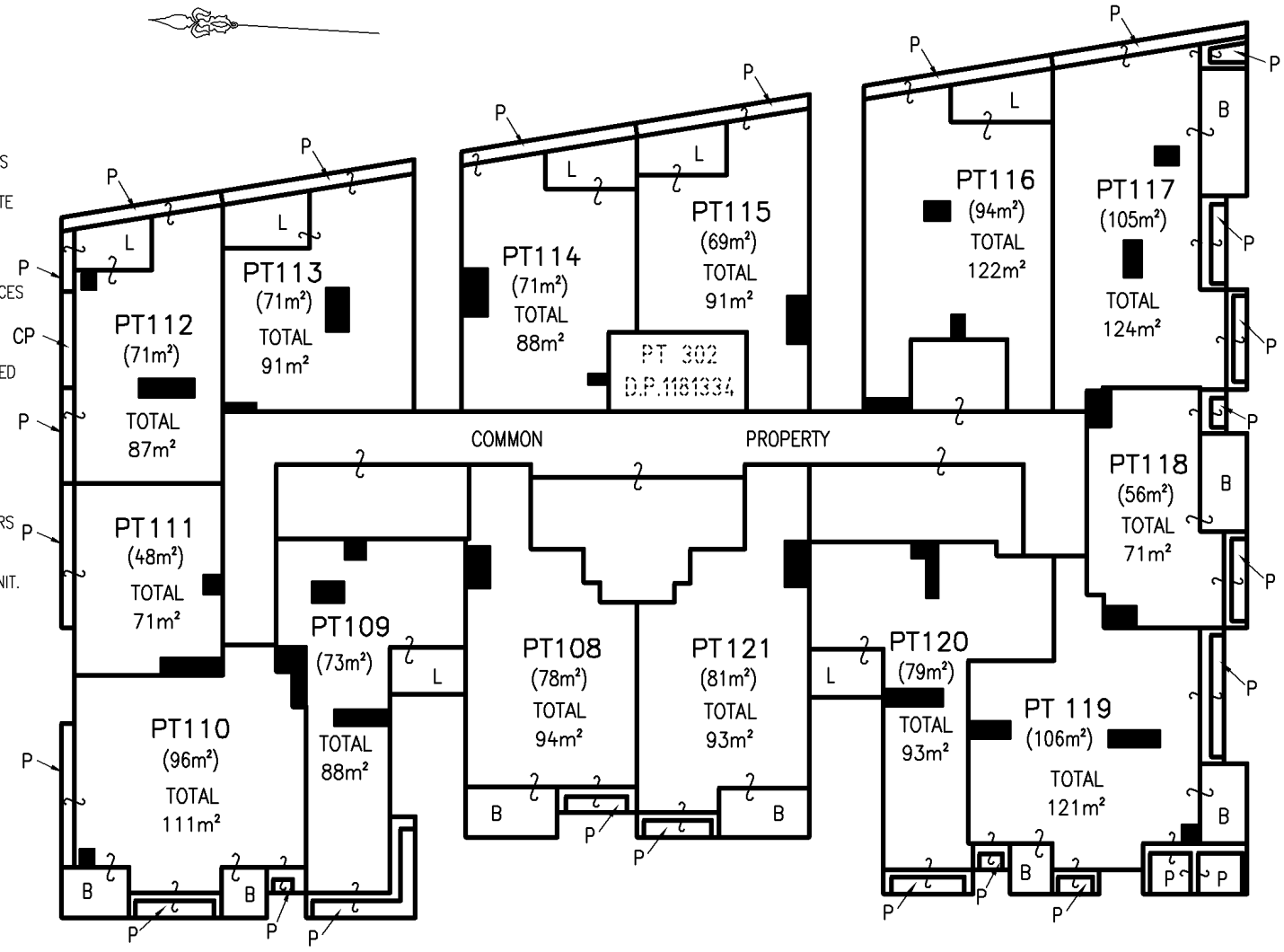
THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL13, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-09-27.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:36 of 56
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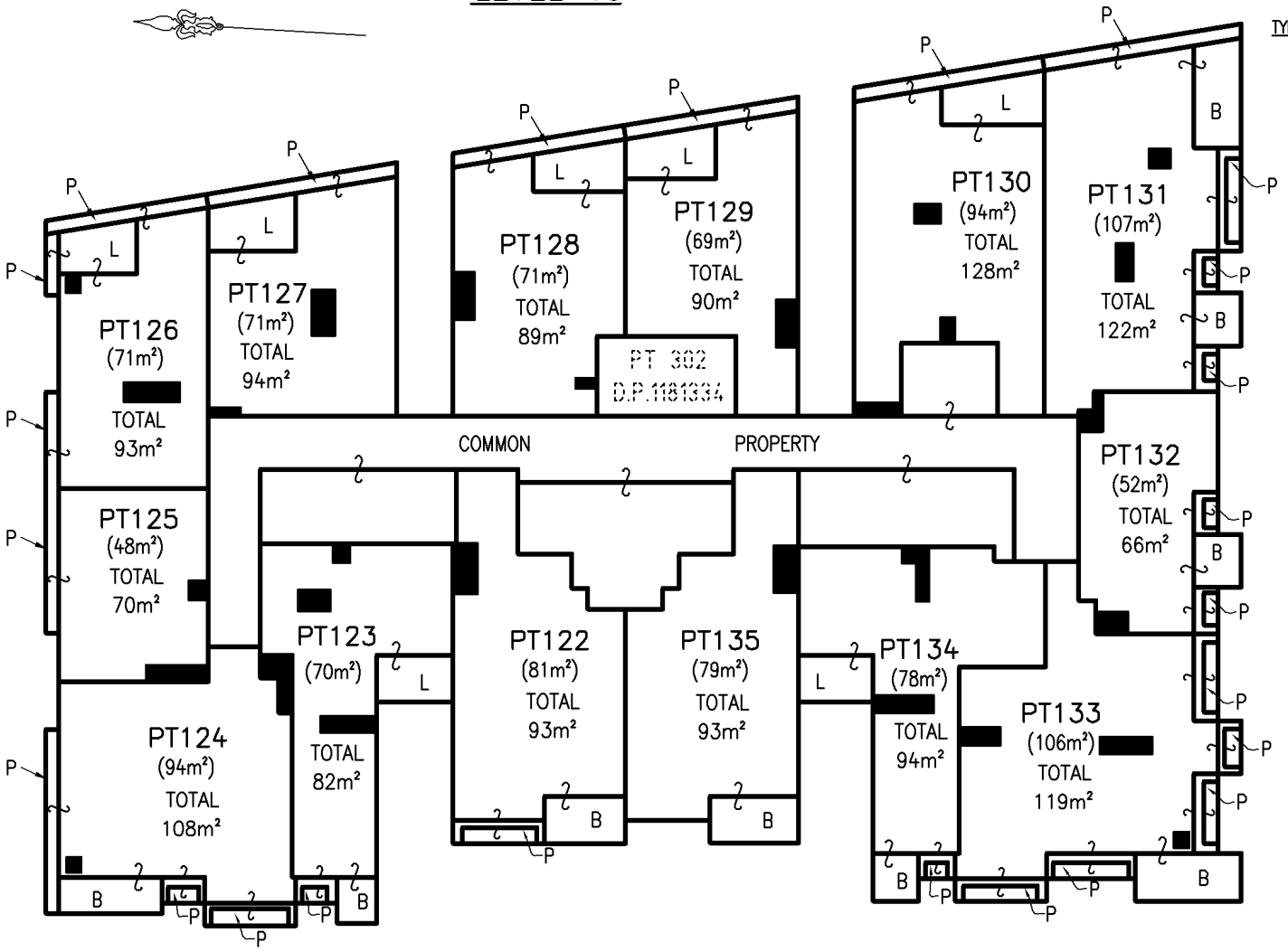
LEVEL 13



CP
P
TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL14, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

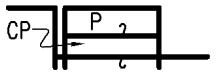
Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-07-25.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:37 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 14



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

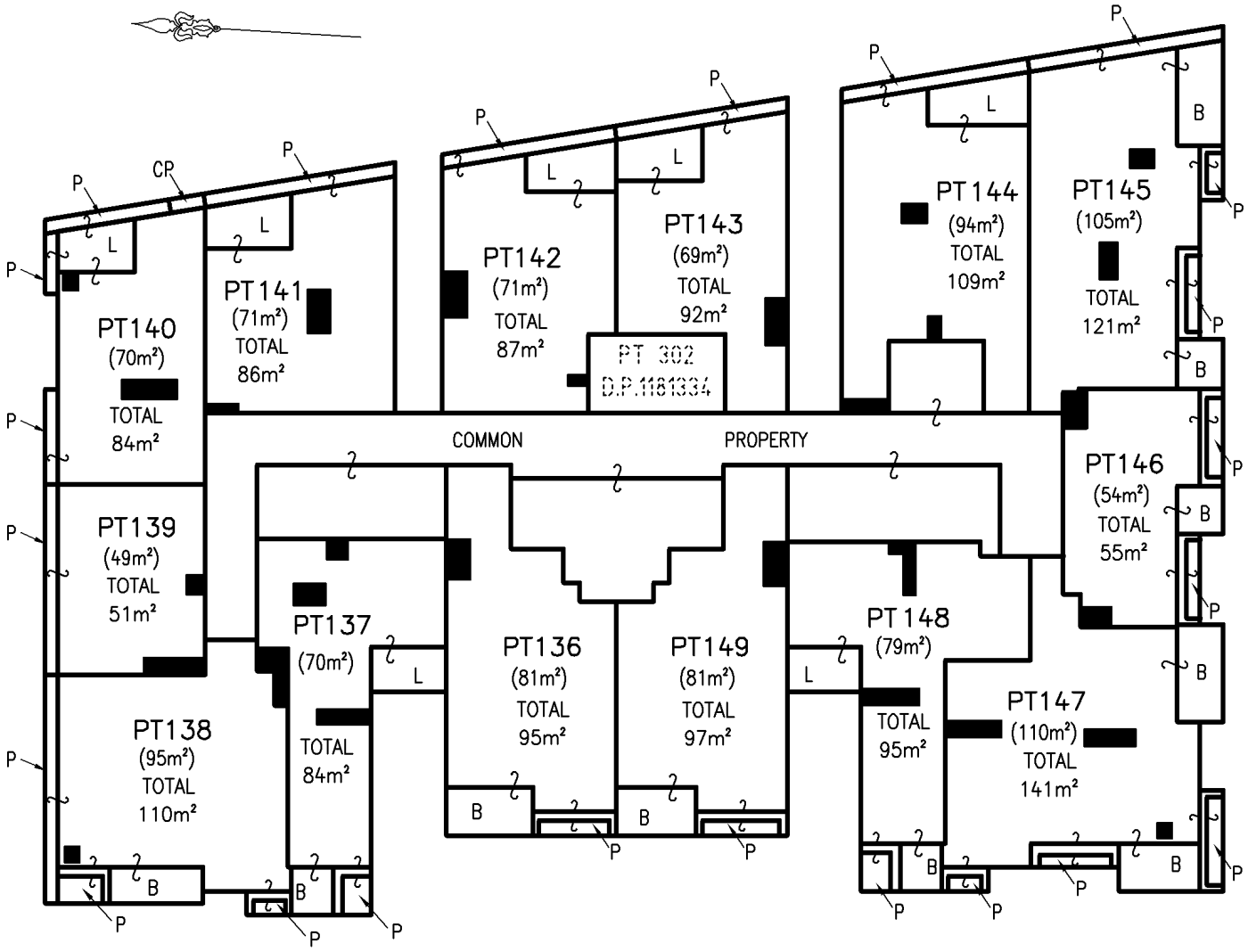
THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL15, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-08-26.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:38 of 56
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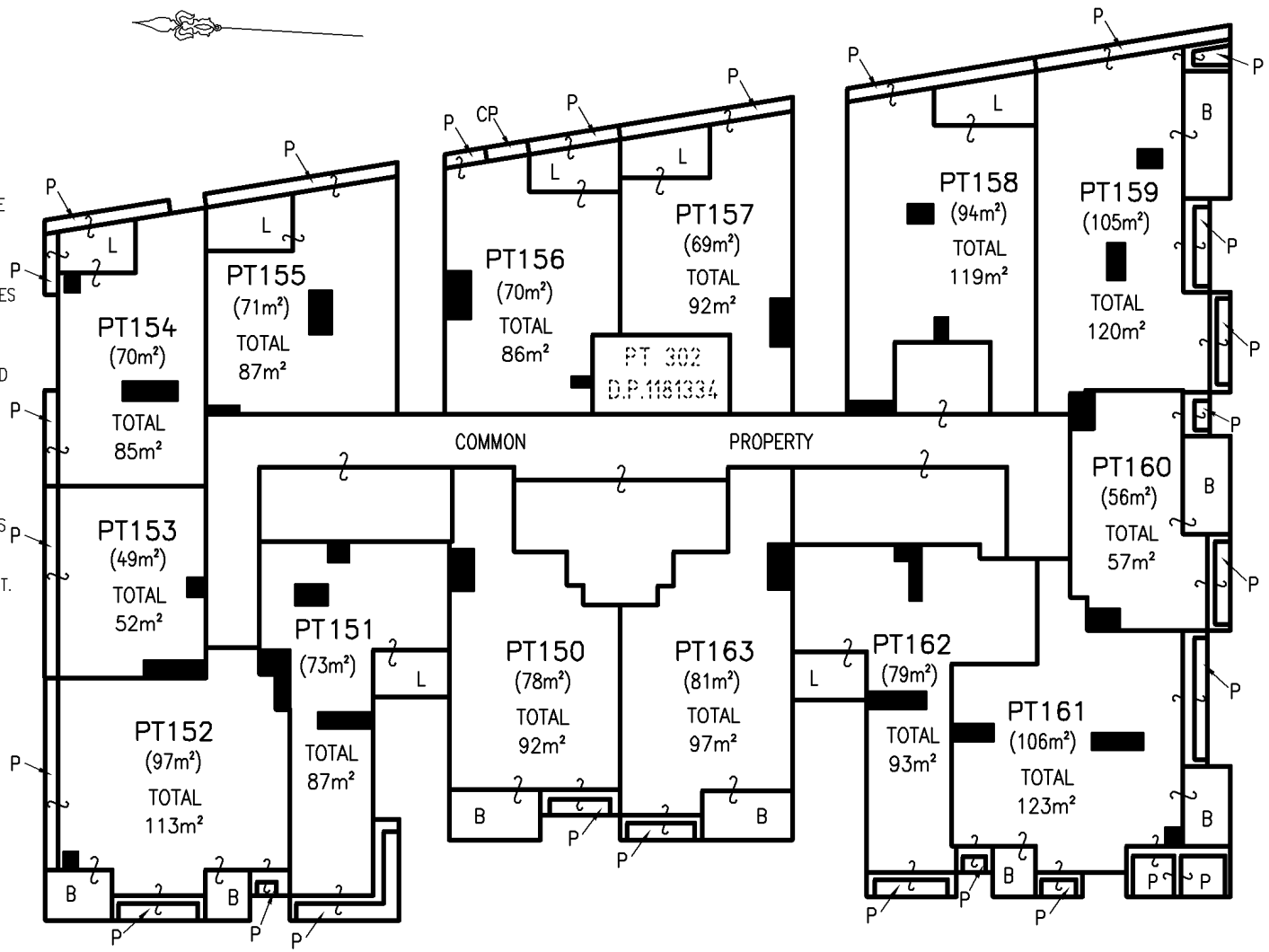
LEVEL 15



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL16, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED 14.10.2013

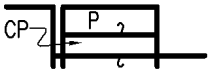
SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-09-27.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:39 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 16



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

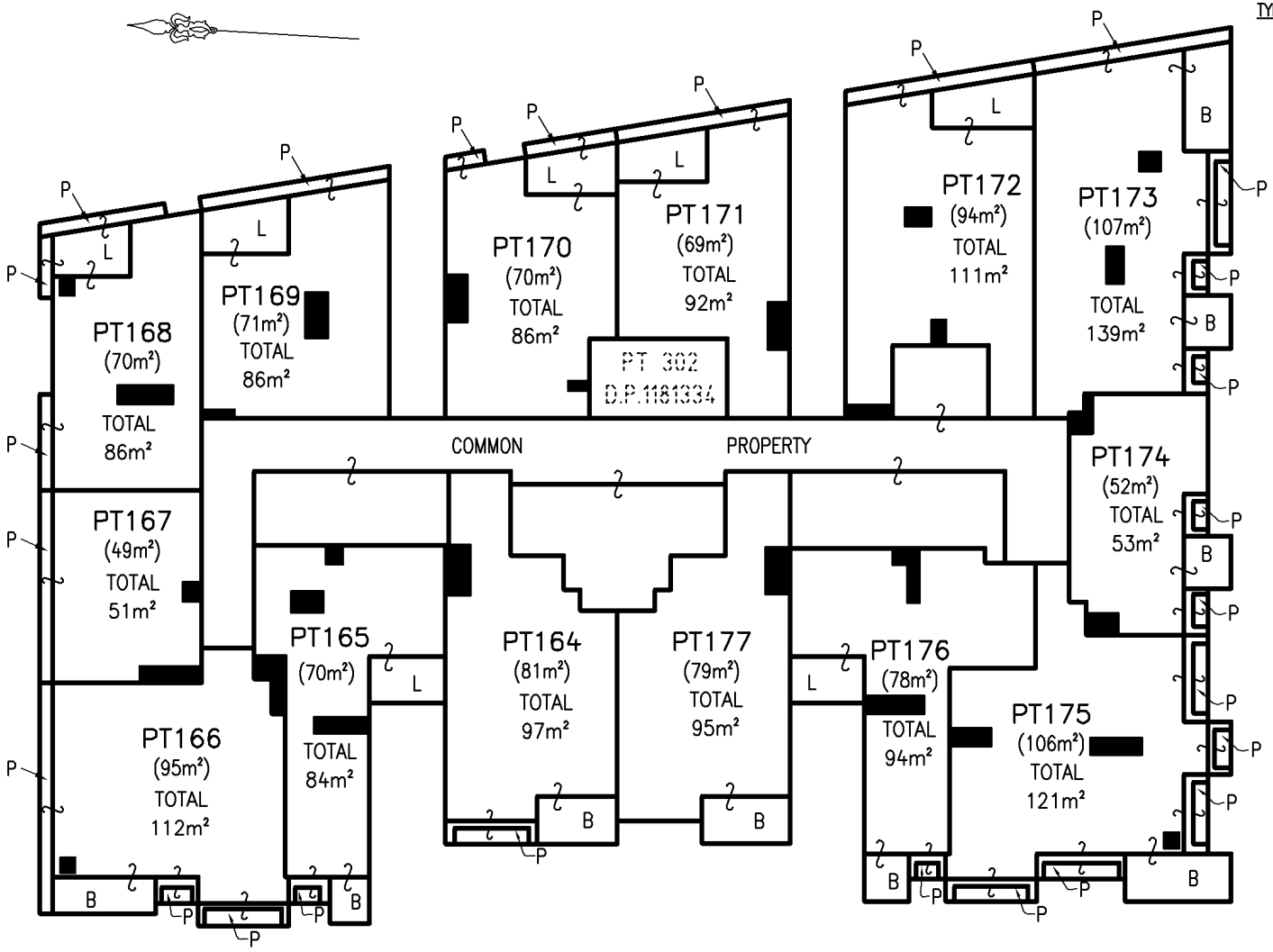
THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 17, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-07-25.dwg

Req:R8096617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:40 of 56
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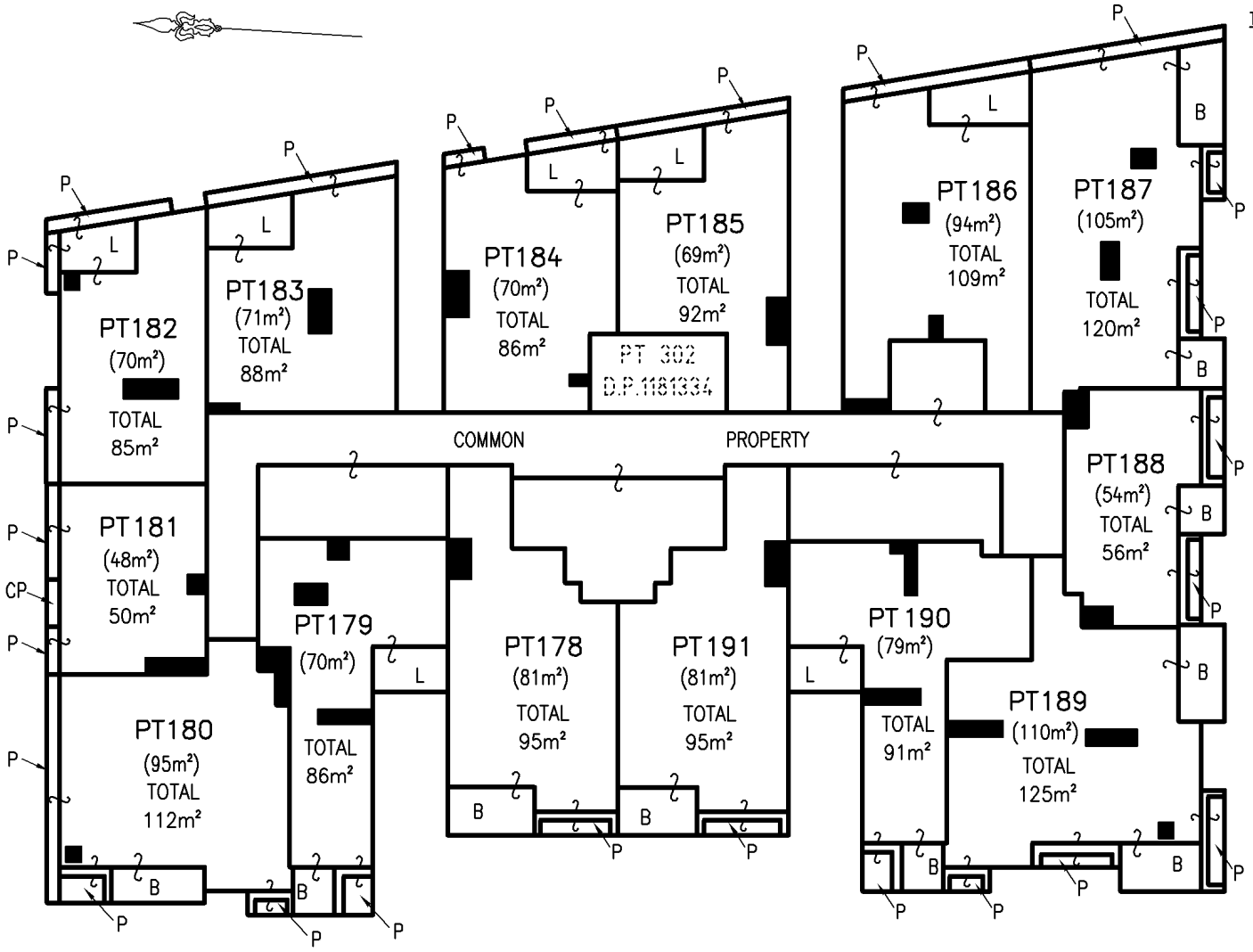
LEVEL 17



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL18, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-08-26.dwg

Req:R8096617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:41 of 56
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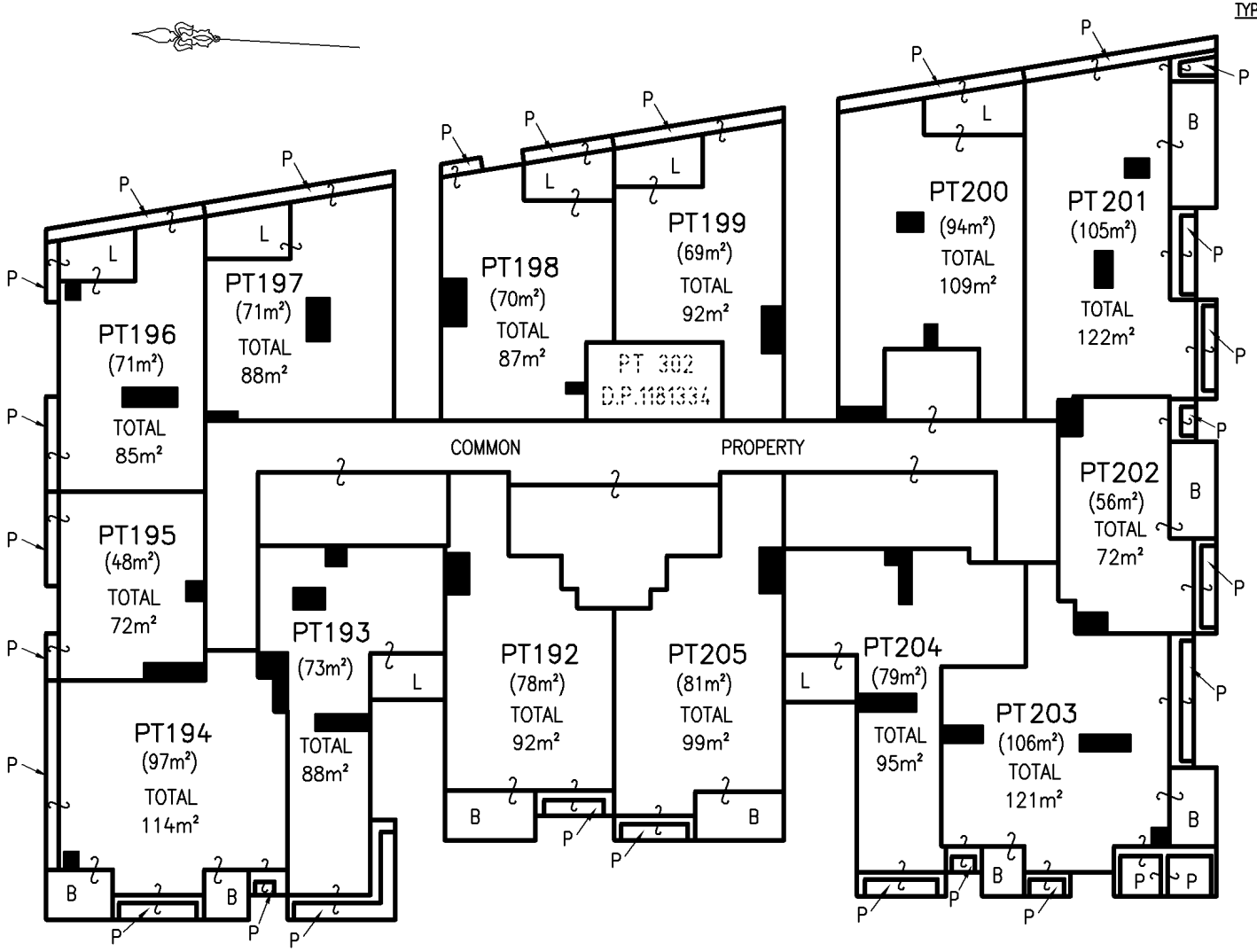
LEVEL 18



CP P

TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 19, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-09-27.dwg

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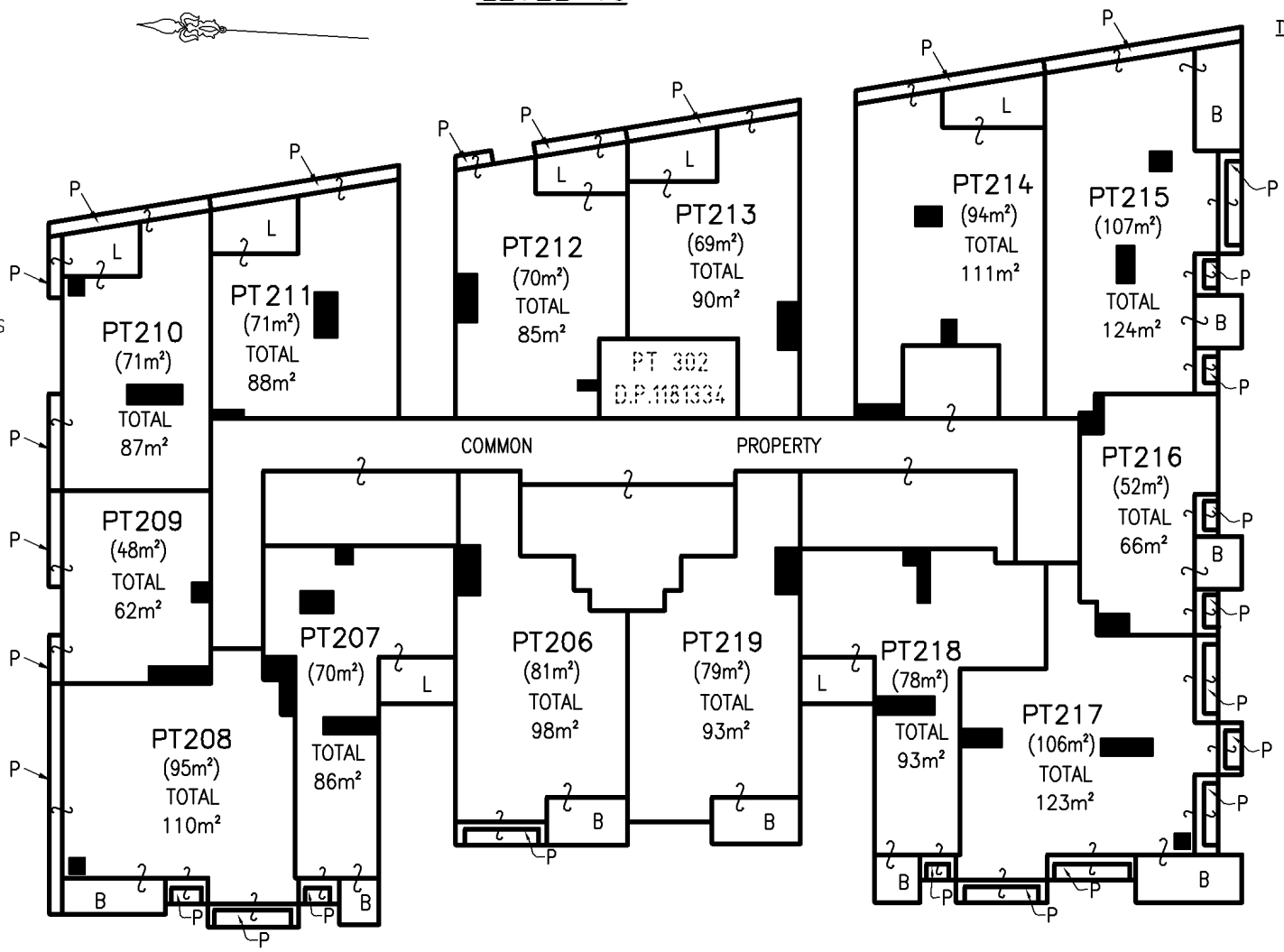
LEVEL 19



CP P

TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 20, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-07-25.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:43 of 56
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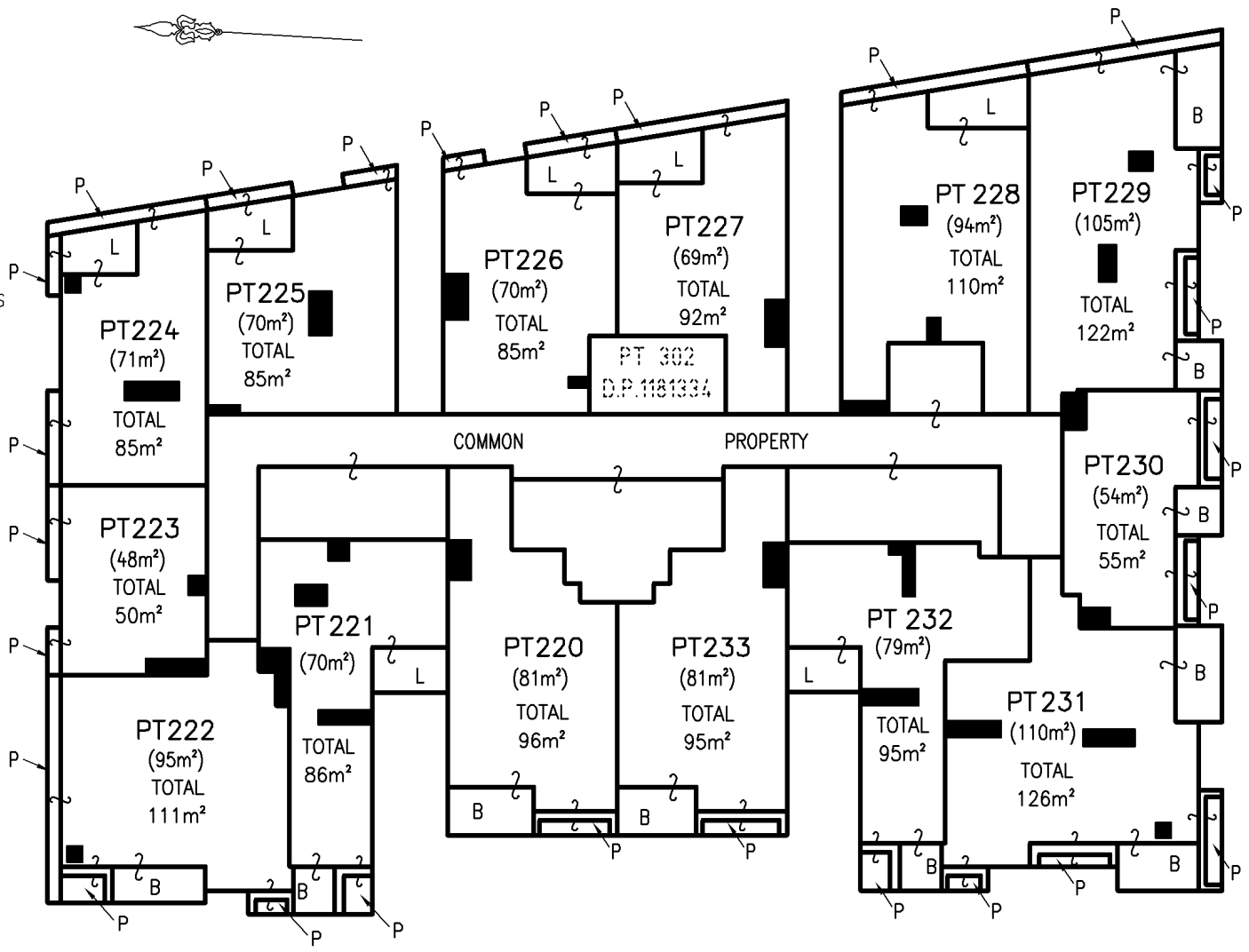
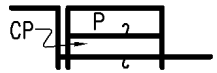
LEVEL 20





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 21, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-08-26.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:44 of 56
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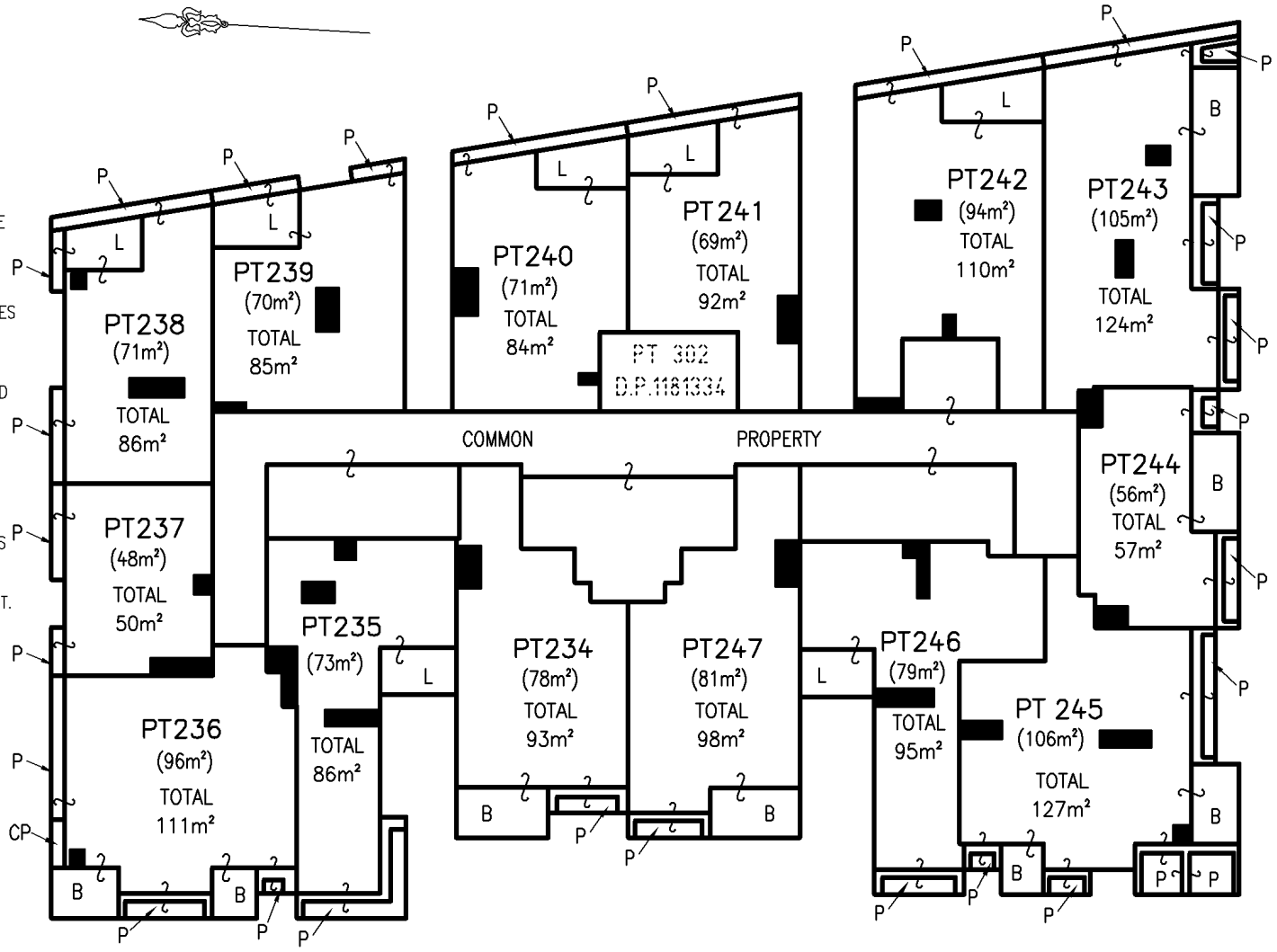
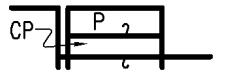
LEVEL 21





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 22, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

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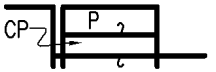
LEVEL 22



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

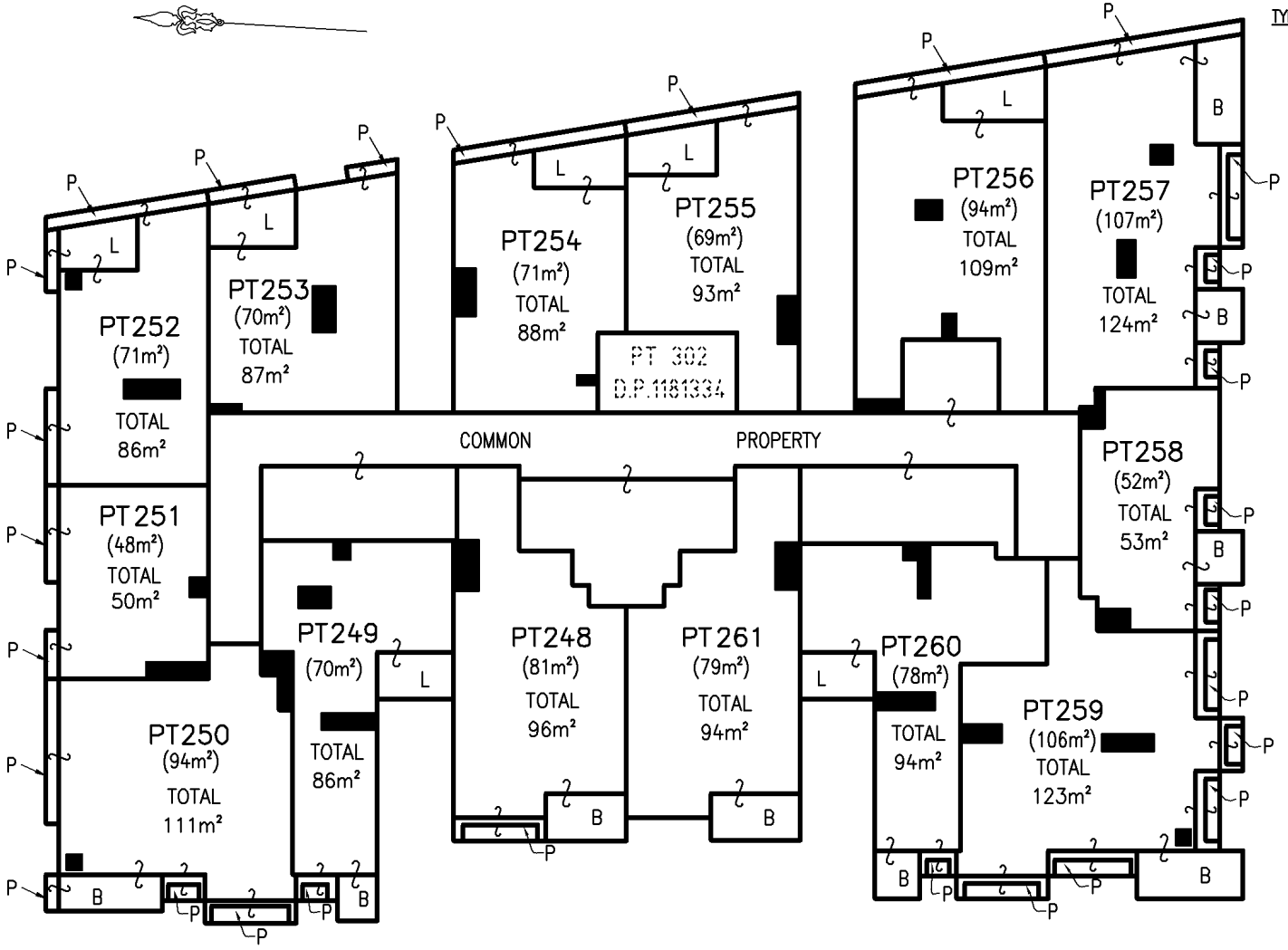
THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 23 IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

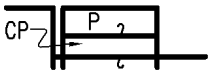
Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-07-25.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:46 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 23



TYPICAL PLANTER DIAGRAM
NOT TO SCALE

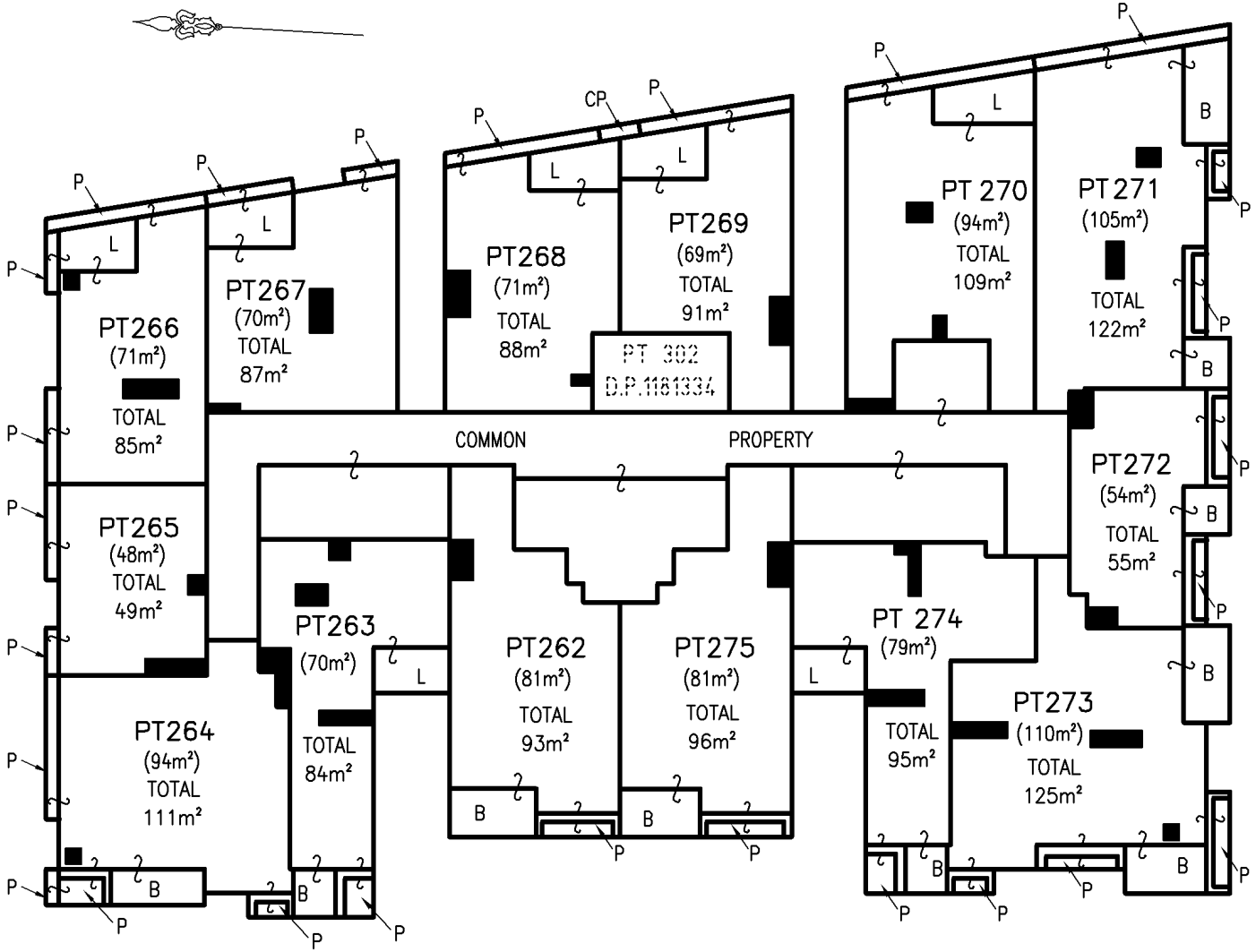
THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 24, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-08-26.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:47 of 56
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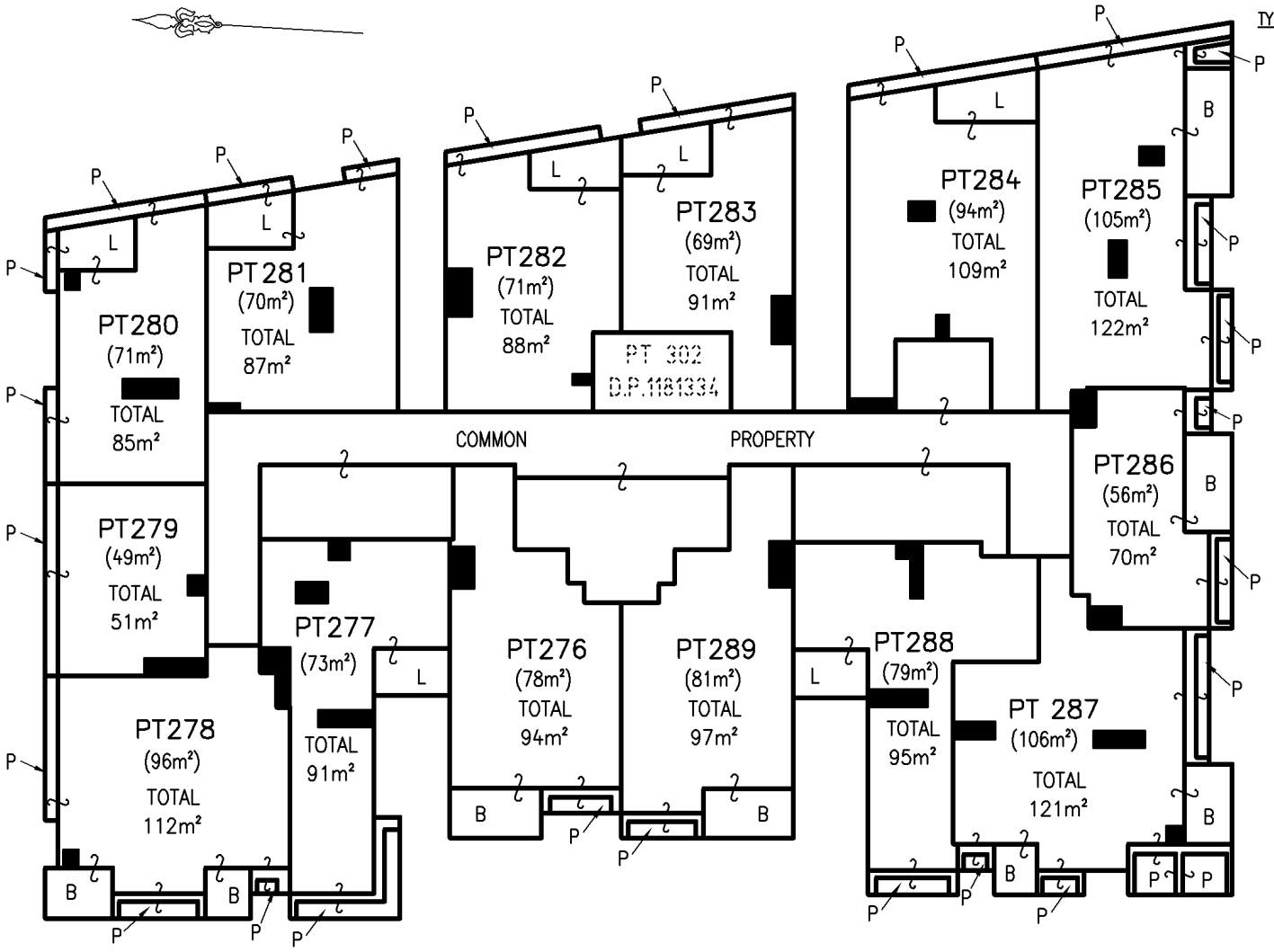
LEVEL 24



CP
P
TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 25, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

NOTE:
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

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14.10.2013

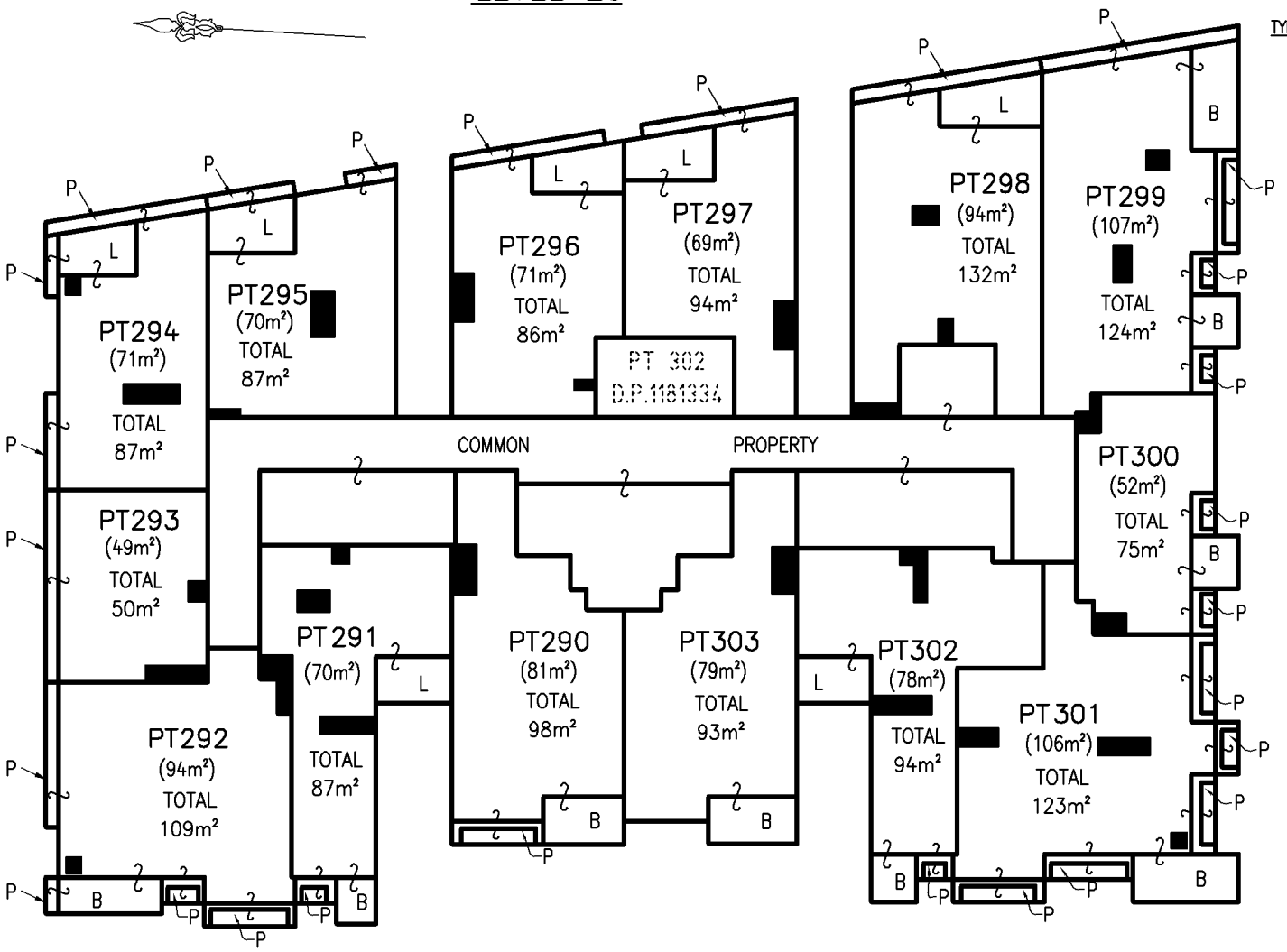
SP88765

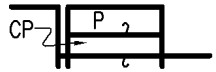
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-09-27.dwg

Req:R8096617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:48 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 25





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 26, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

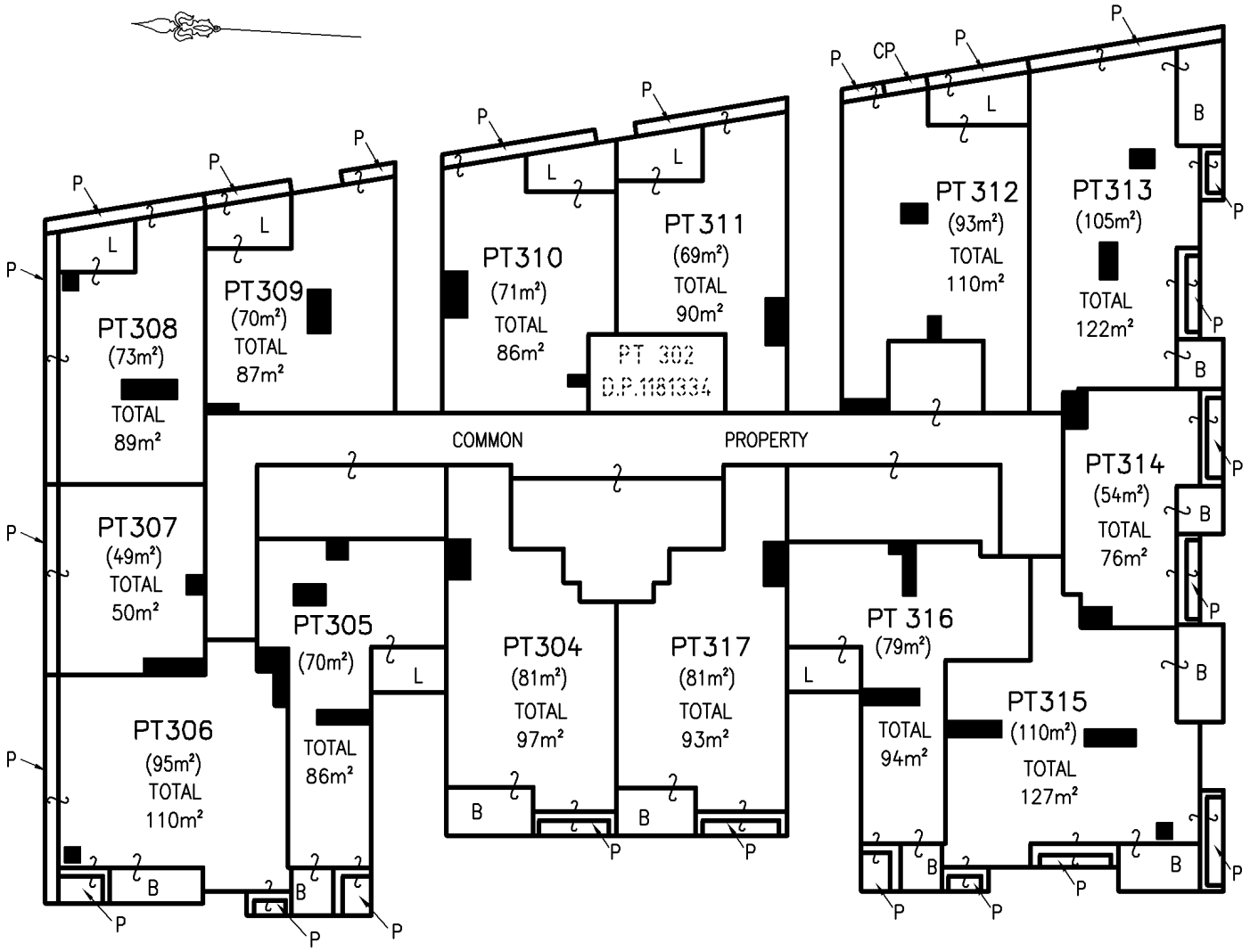
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-07-25.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:49 of 56
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 26

TYPICAL PLANTER DIAGRAM
NOT TO SCALE



THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 27, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED
14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-08-26.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:50 of 56
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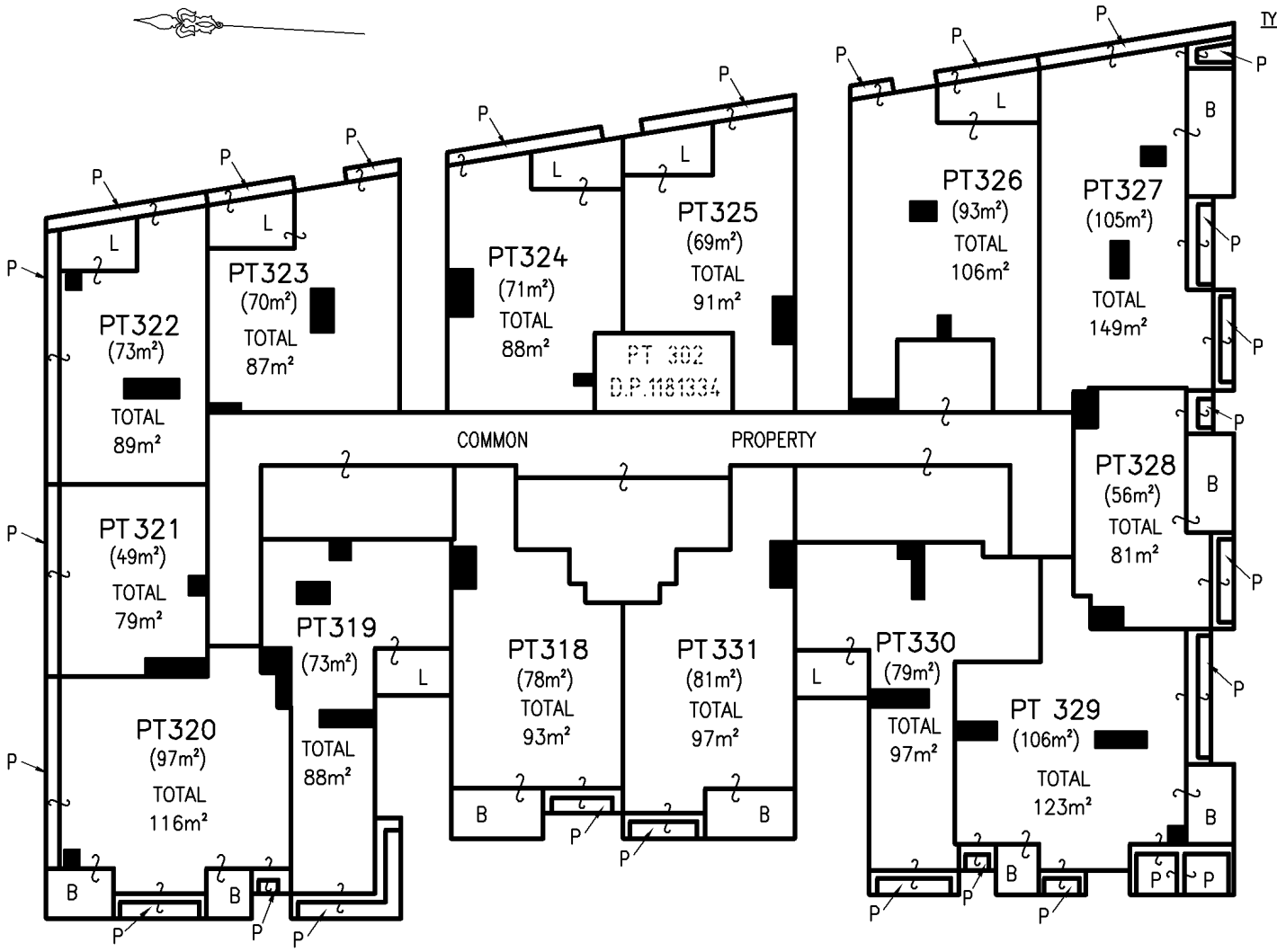
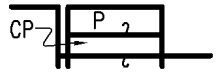
LEVEL 27





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED BY LEVEL 28, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
L – DENOTES COVERED LOGGIA
P – DENOTES PLANTER

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	080401 LOT 301
Subdivision No:	232013
Lengths are in metres. Reduction Ratio 1:200	

REGISTERED 14.10.2013

SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL-09-27.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:51 of 56
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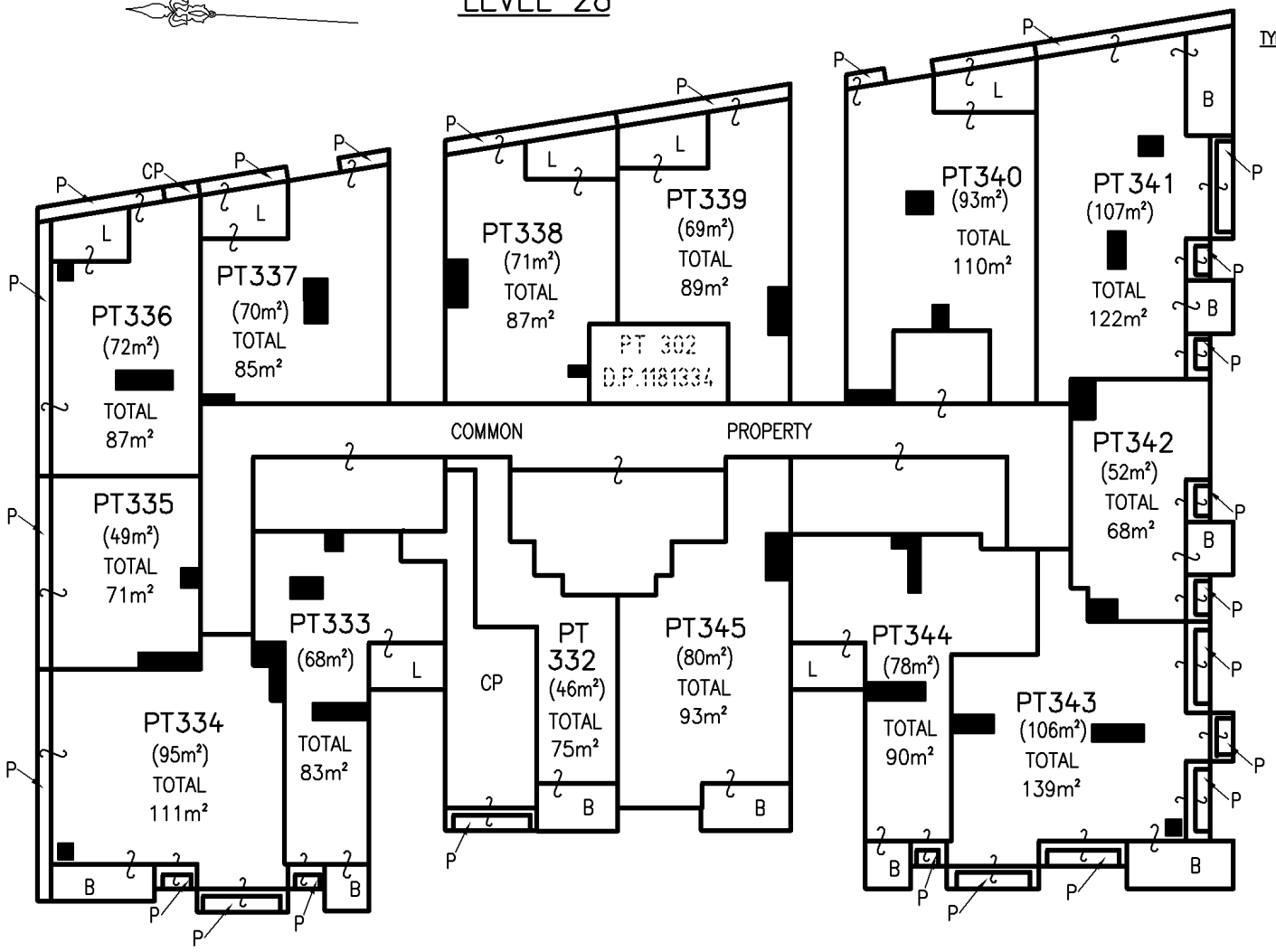
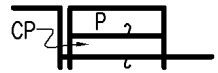
LEVEL 28





TYPICAL PLANTER DIAGRAM
NOT TO SCALE

THE STRATUM OF THE LOGGIAS & BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.

ALL LOGGIA & BALCONY FLOOR FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES AND TIMBER DECKING FORM PART OF EACH RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY A CEILING, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

THE STRATUM OF THE PLANTERS IS LIMITED TO 2.6 METRES ABOVE THE FLOOR OF THE ADJOINING UNIT.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY
P – DENOTES PLANTER
L – DENOTES COVERED LOGGIA

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: 080401 LOT 301 Subdivision No: 232013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 14.10.2013	SP88765

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

X:\08JOBS\080401 – BROADWAY SQUARE\SUPERLOT 3\BLOCK 2 STRATA\STRATA LOT 301 (East Apartments)\FINAL STRATA\LEVEL–28.dwg

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:52 of 56
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Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:53 of 56
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 14.10.2013

Purpose: STRATA PLAN

Office Use Only

SP88765

Office Use Only

PLAN OF SUBDIVISION OF LOT 301 IN D.P.1181334

LGA: SYDNEY

Locality: CHIPPENDALE

Parish: ALEXANDRIA

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) *~~The Council of~~

*The Accredited Certifier: DENNY LINKER

Accreditation number: BDB 0232.

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*~~,

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

*(4) The building encroaches on a public place and;

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

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.

Date: 17 SEPT 2013

Subdivision number: 23 2013

Relevant Development Consent number: CDC 2013/43

Issued by: ANTHONY ALLEN (BPB/0004)

Signature: .....

~~Authorised Person / General Manager~~ Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners - Strata Plan No

ONE CENTRAL PARK EAST (The Apartments)
No.3 CARLTON STREET
CHIPPENDALE 2008

The adopted by-laws for the scheme are:

*^ ~~.....Model By-laws:~~

* ~~together with, Keeping of animals: Option *A/*B/*C~~

* By-laws in 37 sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, TASY MORAITIS

of DENNY LINKER & CO., LEVEL 5, 17 RANDLE ST, SURRY HILLS NSW 2010

a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) Each applicable requirement of

*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

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

*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ DP 1181334 to permit the encroachment to remain.

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

Signature: .....

Date: 17/9/2013

* Strike through if inapplicable.

^ Insert the deposited plan number or dealing number of the instrument that created the easement

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

SURVEYORS REFERENCE: *080401 LOT 301 SP*

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:54 of 56
© Office of the Registrar-General, /Src:InfoTrack /Ref:16123...g will lead to rejection
ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered 14.10.2013

PLAN OF SUBDIVISION OF LOT 301 IN D.P.1181334

Office Use Only

SP88765

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 232013

Date of endorsement: 17 SEPT 2013

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 & SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (AT) (LIMITED IN STRATUM)
4. EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (AT1) (LIMITED IN STRATUM)
5. EASEMENT FOR PASSAGE OF SEWAGE SERVICE VARIABLE WIDTH (AT2) (LIMITED IN STRATUM)

SCHEDULE OF UNIT ENTITLEMENT

Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.
1	152	16	262	31	236	46	301	61	327	76	209	91	339
2	185	17	200	32	297	47	324	62	207	77	334	92	284
3	234	18	311	33	321	48	180	63	334	78	284	93	291
4	236	19	307	34	180	49	329	64	281	79	289	94	291
5	200	20	164	35	324	50	279	65	287	80	289	95	276
6	289	21	309	36	279	51	286	66	286	81	274	96	334
7	289	22	282	37	284	52	286	67	276	82	331	97	219
8	174	23	279	38	284	53	271	68	327	83	217	98	257
9	152	24	281	39	269	54	324	69	215	84	256	99	271
10	282	25	271	40	321	55	214	70	254	85	269	100	272
11	276	26	317	41	187	56	252	71	267	86	271	101	244
12	307	27	185	42	251	57	266	72	269	87	242	102	314
13	167	28	224	43	264	58	267	73	241	88	311	103	337
14	212	29	262	44	266	59	239	74	307	89	334	104	212
15	261	30	264	45	237	60	304	75	331	90	210	105	344

SURVEYORS REFERENCE: *080401 LOT 301 SP*

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:55 of 56
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STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered 14.10.2013

Office Use Only

SP88765

PLAN OF SUBDIVISION OF LOT 301 IN D.P.1181334

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919.*
- Signatures and seals - see 195D *Conveyancing Act 1919.*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 232013

Date of endorsement: 17 SEPT 2013

SCHEDULE OF UNIT ENTITLEMENT (cont'd)

Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.	Lot No	U.E.
106	286	147	379	187	357	227	259	267	291	307	211	347	2
107	292	148	291	188	191	228	344	268	292	308	282	348	2
108	291	149	297	189	364	229	374	269	264	309	296	349	2
109	251	150	296	190	296	230	197	270	354	310	297	350	2
110	337	151	286	191	302	231	381	271	384	311	269	351	2
111	220	152	347	192	307	232	307	272	202	312	364	352	25
112	259	153	194	193	297	233	314	273	391	313	394	353	25
113	272	154	264	194	364	234	312	274	312	314	209	354	2
114	274	155	277	195	194	235	302	275	319	315	401	355	25
115	246	156	279	196	269	236	374	276	317	316	317		
116	342	157	251	197	282	237	202	277	307	317	324		
117	341	158	327	198	284	238	274	278	384	318	322		
118	214	159	351	199	281	239	287	279	207	319	312		
119	344	160	189	200	337	240	289	280	279	320	394		
120	289	161	354	201	361	241	261	281	287	321	237		
121	294	162	294	202	192	242	347	282	289	322	284		
122	292	163	299	203	371	243	377	283	261	323	287		
123	282	164	297	204	306	244	199	284	347	324	289		
124	341	165	287	205	311	245	381	285	378	325	261		
125	222	166	351	206	309	246	311	286	231	326	347		
126	261	167	195	207	299	247	316	287	381	327	403		
127	274	168	266	208	367	248	314	288	311	328	212		
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136	296	177	301	217	374	257	381	297	267	337	299		
137	281	178	301	218	307	258	200	298	386	338	301		
138	344	179	286	219	312	259	384	299	398	339	272		
139	195	180	354	220	312	260	312	300	232	340	371		
140	262	181	196	221	297	261	317	301	394	341	414		
141	276	182	267	222	371	262	317	302	317	342	214		
142	277	183	281	223	200	263	302	303	322	343	404		
143	249	184	282	224	272	264	381	304	322	344	322		
144	324	185	254	225	286	265	205	305	307	345	327		
145	347	186	334	226	287	266	277	306	391	346	2		
146	188											Total	100000

SURVEYORS REFERENCE: *080401 LOT 301 SP*

Req:R809617 /Doc:SP 0088765 P /Rev:16-Oct-2013 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:56 of 56
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STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered 14.10.2013

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SP88765

PLAN OF SUBDIVISION OF LOT 301 IN D.P.1181334

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 23/2013
Date of endorsement: 17 SEPT 2013

EXECUTED by **FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355)** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

Guy Pahor
.....
Name of Director (block letters)

.....
Signature of Director/Secretary

Jerry Lee
.....
Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by MICHAEL DAWKINS as attorney for ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493) under registered power of attorney Book 4621 No. 113 dated 29 SEPTEMBER 2011 in the presence of:

.....
Signature of witness

ANTHONY HERDEN
.....
Name of witness (block letters)

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

SURVEYORS REFERENCE: *080401 LOT 301 SP*

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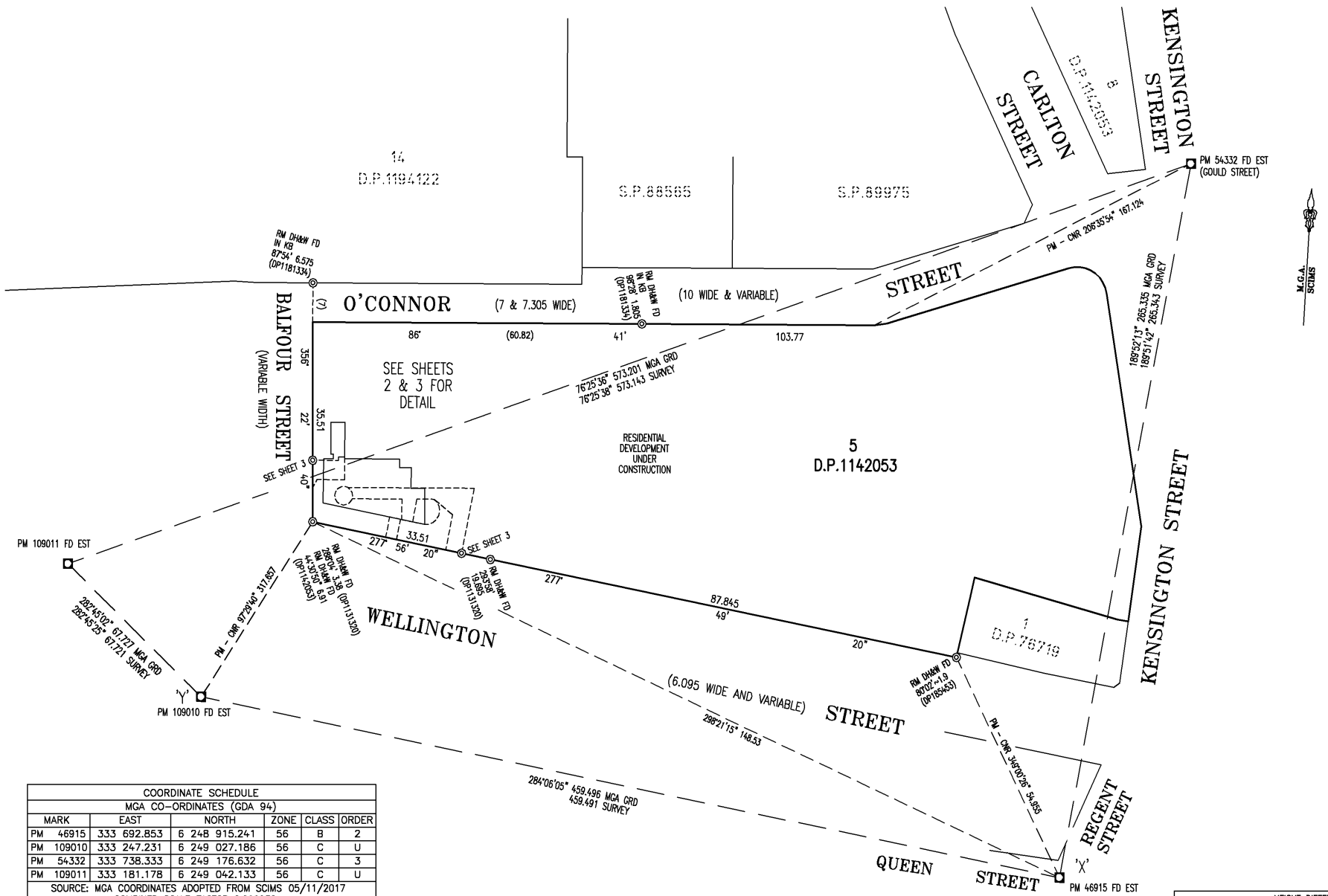

COORDINATE SCHEDULE					
MGA CO-ORDINATES (GDA 94)					
MARK	EAST	NORTH	ZONE	CLASS	ORDER
PM 46915	333 692.853	6 248 915.241	56	B	2
PM 109010	333 247.231	6 249 027.186	56	C	U
PM 54332	333 738.333	6 249 176.632	56	C	3
PM 109011	333 181.178	6 249 042.133	56	C	U
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 05/11/2017 COMBINED SCALE FACTOR 0.999938					

HEIGHT SCHEDULE					
MGA CO-ORDINATES (GDA 94)					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 46915	20.774	LB	L2	SCIMS ADOPTED	FD
PM 109010	9.615	B	2	SCIMS–DATUM VALIDATION	FD
PM 54332	19.180	LB	L2	SCIMS–DATUM VALIDATION	FD
PM 109011	11.502	B	2	SCIMS–DATUM VALIDATION	FD
DATE OF SCIMS VALUES OBTAINED 05/11/2017 HEIGHT DATUM AHD 71					

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 46915	PM 109010	–11.159	DIFFERENTIAL LEVELLING
PM 109010	PM 109011	+1.902	DIFFERENTIAL LEVELLING
PM 54332	PM 54332	+7.678	DIFFERENTIAL LEVELLING
PM 109011	PM 46915	–1.579	DIFFERENTIAL LEVELLING
HEIGHT DATUM AHD 71			

Surveyor: TASY MORAITIS
Date of Survey: 15/10/2017
Surveyor's Ref: 141021–SSTN–TM

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES WITHIN LOT 5 IN DP 1142053 AND PROPOSED EASEMENTS FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY WITHIN LOT 5 IN DP 1142053

LGA: SYDNEY
Locality: CHIPPENDALE
Subdivision No: ——
Lengths are in metres. Reduction Ratio 1:500

09.03.2018

DP1240444

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

Req:R809610 /Doc:DP 1240444 P /Rev:09-Mar-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:2 of 4
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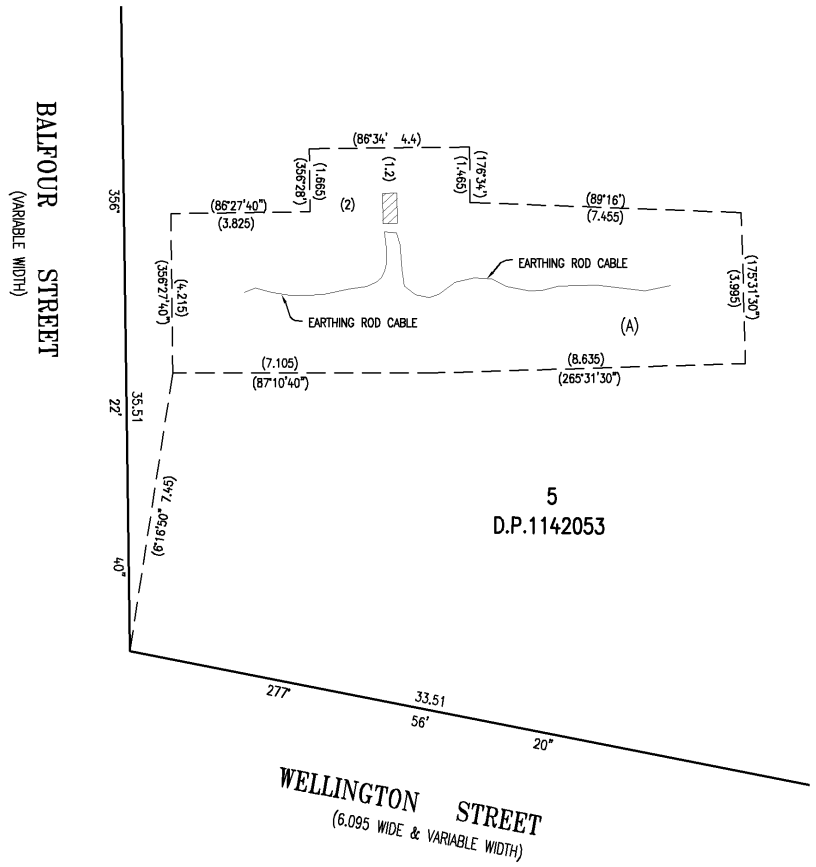
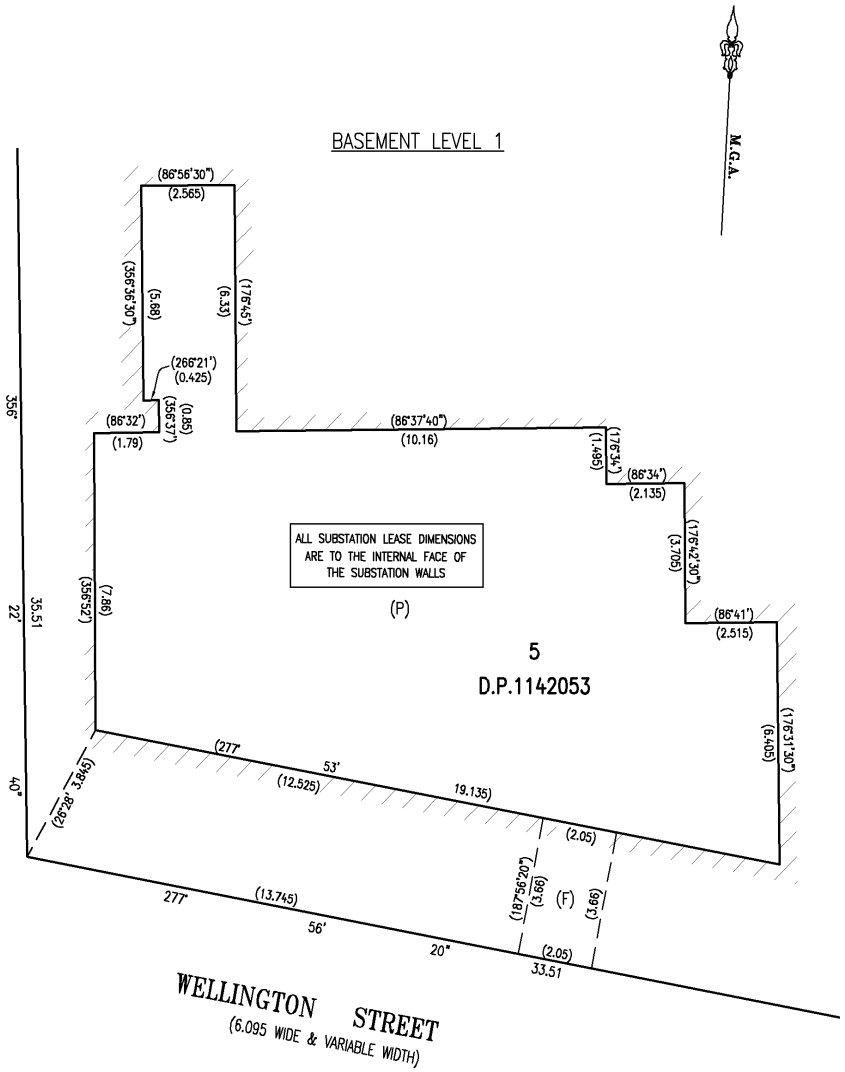
BASEMENT LEVEL 2



BASEMENT LEVEL 1



(A) – PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH – LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 12.5 & UNLIMITED IN DEPTH

(F) – PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 2.05 WIDE – LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 12.5 & UNLIMITED IN HEIGHT

(P) – SUBSTATION PREMISIS S.63670

Surveyor: TASY MORAITIS Date of Survey: 15/10/2017 Surveyor's Ref: 141021–SSTN–TM	PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES WITHIN LOT 5 IN DP 1142053 AND PROPOSED EASEMENTS FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY WITHIN LOT 5 IN DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: —— Lengths are in metres. Reduction Ratio 1:100	09.03.2018	DP1240444

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

X:\14JOBS\141021 Block 11 CUB\Ausgrid Easement\Final Lease Plan\141021 SSTN–TM SH02.dwg

Req:R809610 /Doc:DP 1240444 P /Rev:09-Mar-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:3 of 4
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GROUND LEVEL

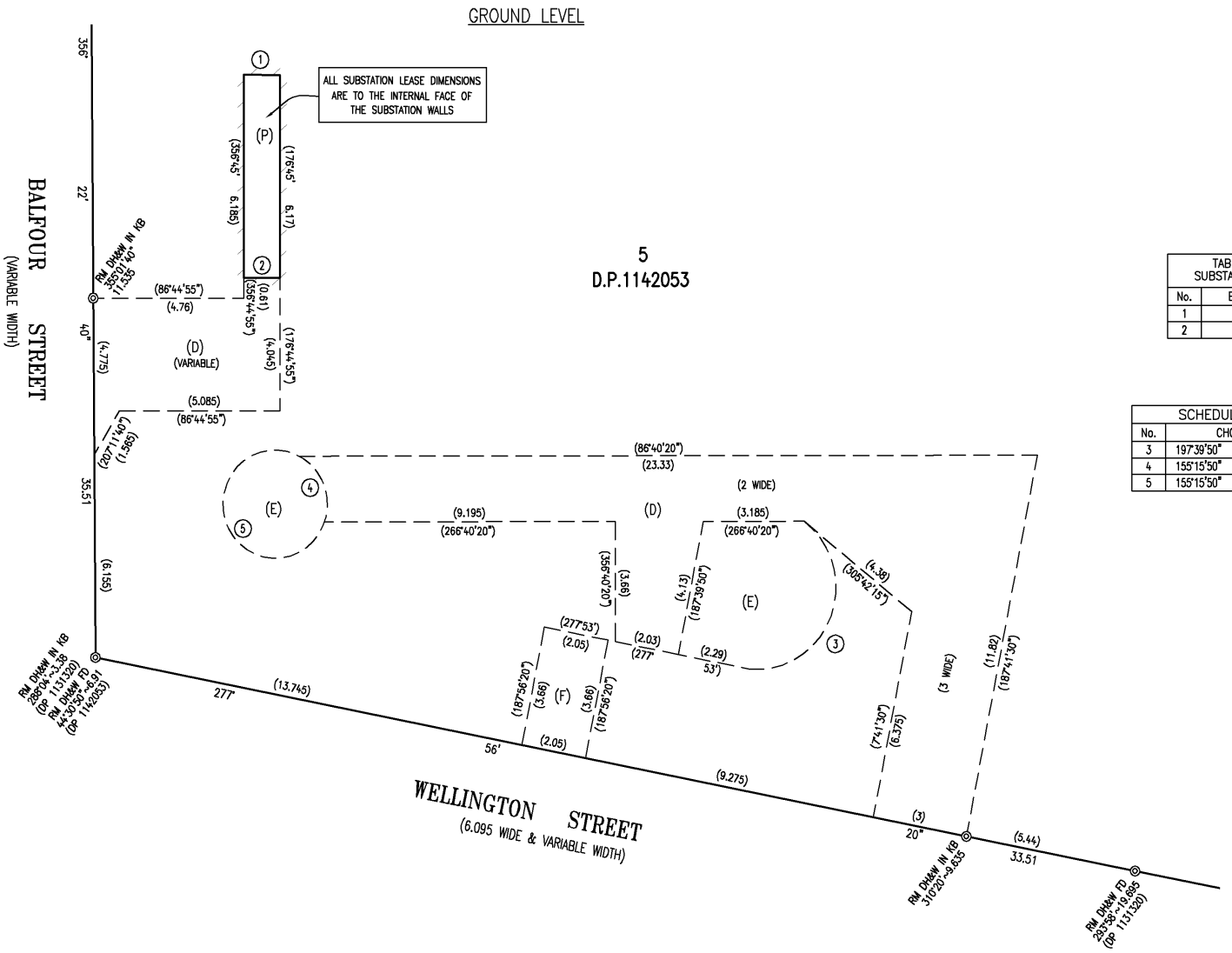

TABLE OF SHORT SUBSTATION LEASE LINES		
No.	BEARING	DISTANCE
1	87°02'	1.15
2	266°25'	1.15

SCHEDULE OF EASEMENT ARCS				
No.	CHORD		ARC	RADIUS
3	197°39'50"	4.815	6.5	2.5
4	155°15'50"	2.15	2.34	1.65
5	155°15'50"	2.15	8.03	1.65

(D) – PROPOSED RIGHT OF CARRIAGEWAY 2 WIDE, 3 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM)
(E) – PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(F) – PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 2.05 WIDE (LIMITED IN STRATUM)
(P) – SUBSTATION PREMISIS S.63670

(D) & (E) – ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 15.5 AND ARE UNLIMITED IN HEIGHT.
(F) – IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 12.5 AND IS UNLIMITED IN HEIGHT

Surveyor: TASY MORAITIS Date of Survey: 15/10/2017 Surveyor's Ref: 141021–SSTN–TM	PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES WITHIN LOT 5 IN DP 1142053 AND PROPOSED EASEMENTS FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY WITHIN LOT 5 IN DP 1142053	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: —— Lengths are in metres. Reduction Ratio 1:100	09.03.2018	DP1240444

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

X:\14JOBS\141021 Block 11 CUB\Ausgrid Easement\Final Lease Plan\141021 SSTN–TM SH03.dwg

Req:R809610 /Doc:DP 1240444 P /Rev:09-Mar-2018 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:4 of 4
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 1 sheet(s)

Office Use Only

Registered: 09.03.2018

Title System: TORRENS

Office Use Only

DP1240444

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES WITHIN LOT 5 IN DP 1142053 AND PROPOSED EASEMENTS FOR ELECTRICITY PURPOSES AND RIGHT OF CARRIAGEWAY WITHIN LOT 5 IN DP 1142053

LGA: SYDNEY

Locality: CHIPPENDALE

Parish: ALEXANDRIA

County: CUMBERLAND

Survey Certificate

I, TASY MORAITIS

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 15/10/2017, or

~~*(b) The part of the land shown in the plan (*being/*excluding** .....)~~ was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' – 'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

Signature: Tasy Moraitis Dated: 15-2-2018

Surveyor Identification No: 1652

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I.....

*Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent/Authority: .....

Date of Endorsement: .....

Subdivision Certificate no: .....

File number: .....

*Strike through if inapplicable

Plans used in the preparation of survey/compilation

DP 1131320
DP 1142053
DP 1181334
DP 1194122

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 141021–SSTN–TM

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

X:\14JOBS\141021 BLOCK 11 CUB\AUSGRID EASEMENT\FINAL LEASE PLAN\141021 SSTN-TM ADMIN SHT01.DWG

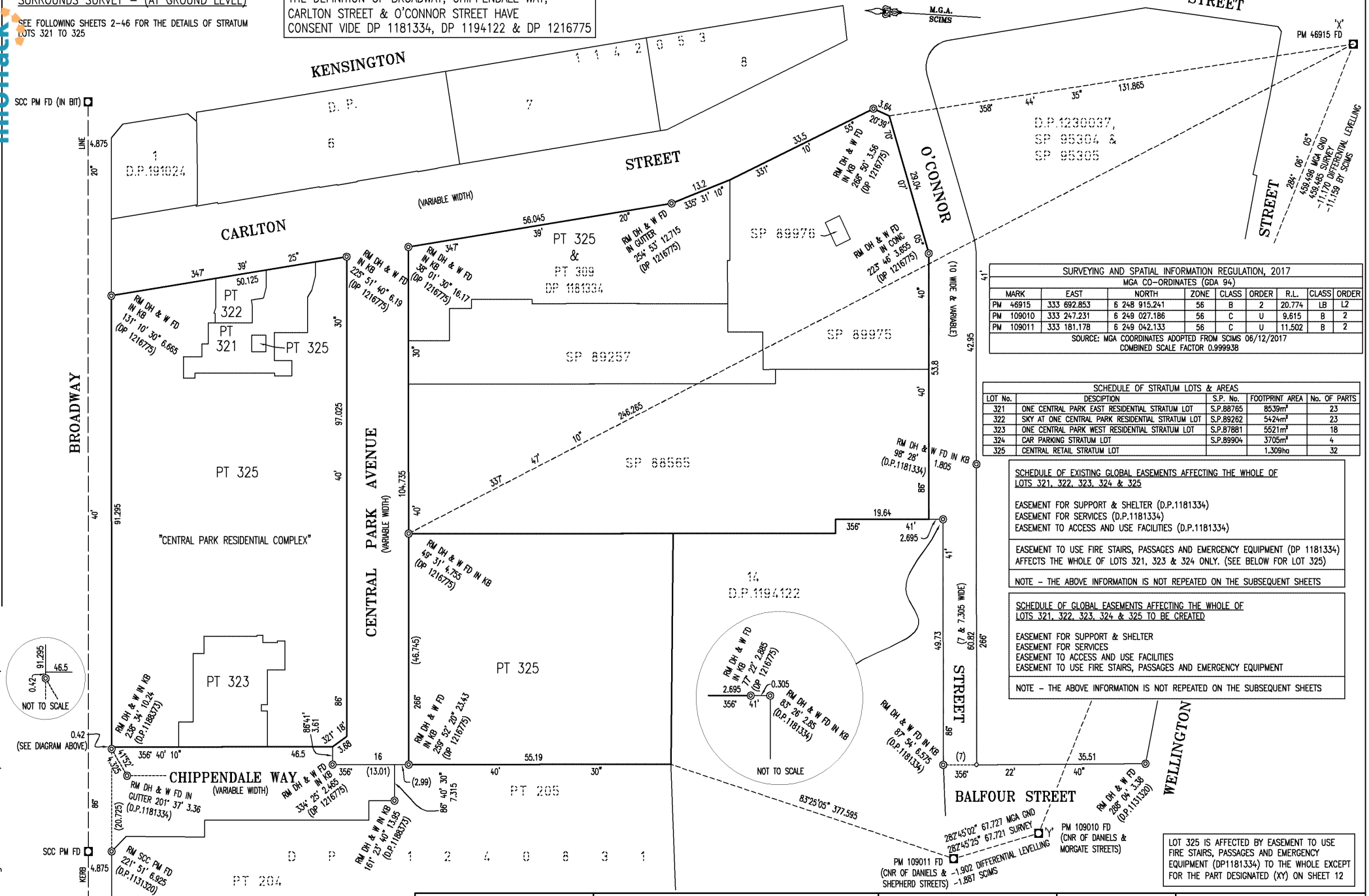
InfoTrack

SURROUNDS SURVEY – (AT GROUND LEVEL)

SEE FOLLOWING SHEETS 2–46 FOR THE DETAILS OF STRATUM LOTS 321 TO 325

THE DEFINITION OF BROADWAY, CHIPPENDALE WAY, CARLTON STREET & O'CONNOR STREET HAVE CONSENT VIDE DP 1181334, DP 1194122 & DP 1216775

M.G.A. SCIMS



SURVEYING AND SPATIAL INFORMATION REGULATION, 2017								
MGA CO-ORDINATES (GDA 94)								
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
PM 46915	333 692.853	6 248 915.241	56	B	2	20.774	LB	L2
PM 109010	333 247.231	6 249 027.186	56	C	U	9.615	B	2
PM 109011	333 181.178	6 249 042.133	56	C	U	11.502	B	2
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 06/12/2017 COMBINED SCALE FACTOR 0.999938								

SCHEDULE OF STRATUM LOTS & AREAS				
LOT No.	DESCIPTION	S.P. No.	FOOTPRINT AREA	No. OF PARTS
321	ONE CENTRAL PARK EAST RESIDENTIAL STRATUM LOT	S.P.88765	8539m²	23
322	SKY AT ONE CENTRAL PARK RESIDENTIAL STRATUM LOT	S.P.89262	5424m²	23
323	ONE CENTRAL PARK WEST RESIDENTIAL STRATUM LOT	S.P.87881	5521m²	18
324	CAR PARKING STRATUM LOT	S.P.89904	3705m²	4
325	CENTRAL RETAIL STRATUM LOT		1.309ha	32

SCHEDULE OF EXISTING GLOBAL EASEMENTS AFFECTING THE WHOLE OF LOTS 321, 322, 323, 324 & 325

EASEMENT FOR SUPPORT & SHELTER (D.P.1181334)
EASEMENT FOR SERVICES (D.P.1181334)
EASEMENT TO ACCESS AND USE FACILITIES (D.P.1181334)

EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (DP 1181334) AFFECTS THE WHOLE OF LOTS 321, 323 & 324 ONLY. (SEE BELOW FOR LOT 325)

NOTE – THE ABOVE INFORMATION IS NOT REPEATED ON THE SUBSEQUENT SHEETS

SCHEDULE OF GLOBAL EASEMENTS AFFECTING THE WHOLE OF LOTS 321, 322, 323, 324 & 325 TO BE CREATED

EASEMENT FOR SUPPORT & SHELTER
EASEMENT FOR SERVICES
EASEMENT TO ACCESS AND USE FACILITIES
EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT

NOTE – THE ABOVE INFORMATION IS NOT REPEATED ON THE SUBSEQUENT SHEETS

LOT 325 IS AFFECTED BY EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (DP1181334) TO THE WHOLE EXCEPT FOR THE PART DESIGNATED (XY) ON SHEET 12

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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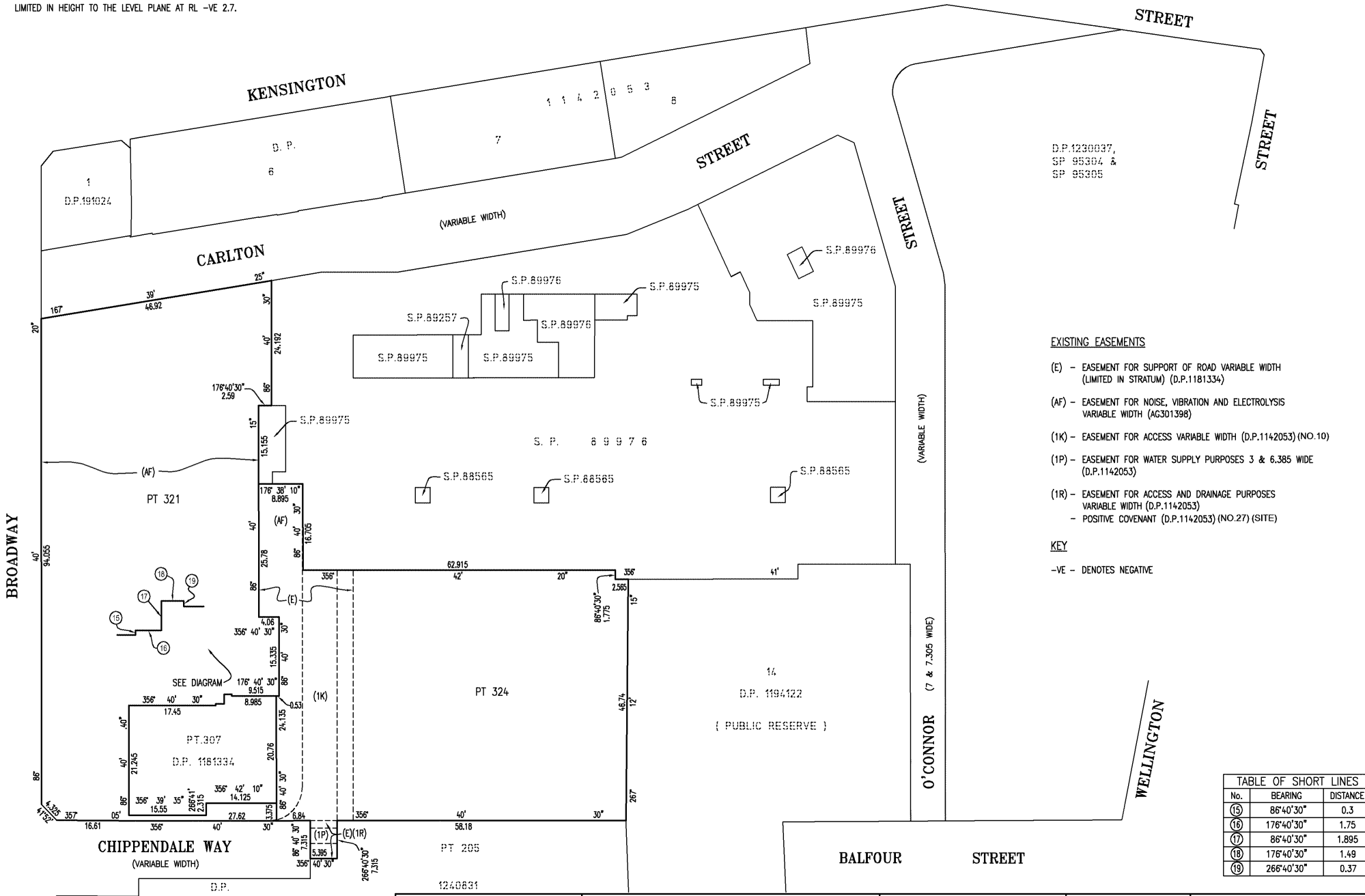
BASEMENT LEVEL 6 & BELOW

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 6 ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL -VE 2.7.



EXISTING EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (D.P.1142053)

(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (D.P.1142053)
– POSITIVE COVENANT (D.P.1142053) (NO.27) (SITE)

KEY

-VE – DENOTES NEGATIVE

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
(15)	86°40'30"	0.3
(16)	176°40'30"	1.75
(17)	86°40'30"	1.895
(18)	176°40'30"	1.49
(19)	266°40'30"	0.37

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 02 B6.dwg

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BASEMENT LEVEL 5

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 5 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL –VE 2.7 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 0.21.
- SEE SHEET 4 FOR ADDITIONAL EXISTING EASEMENT DETAILS.

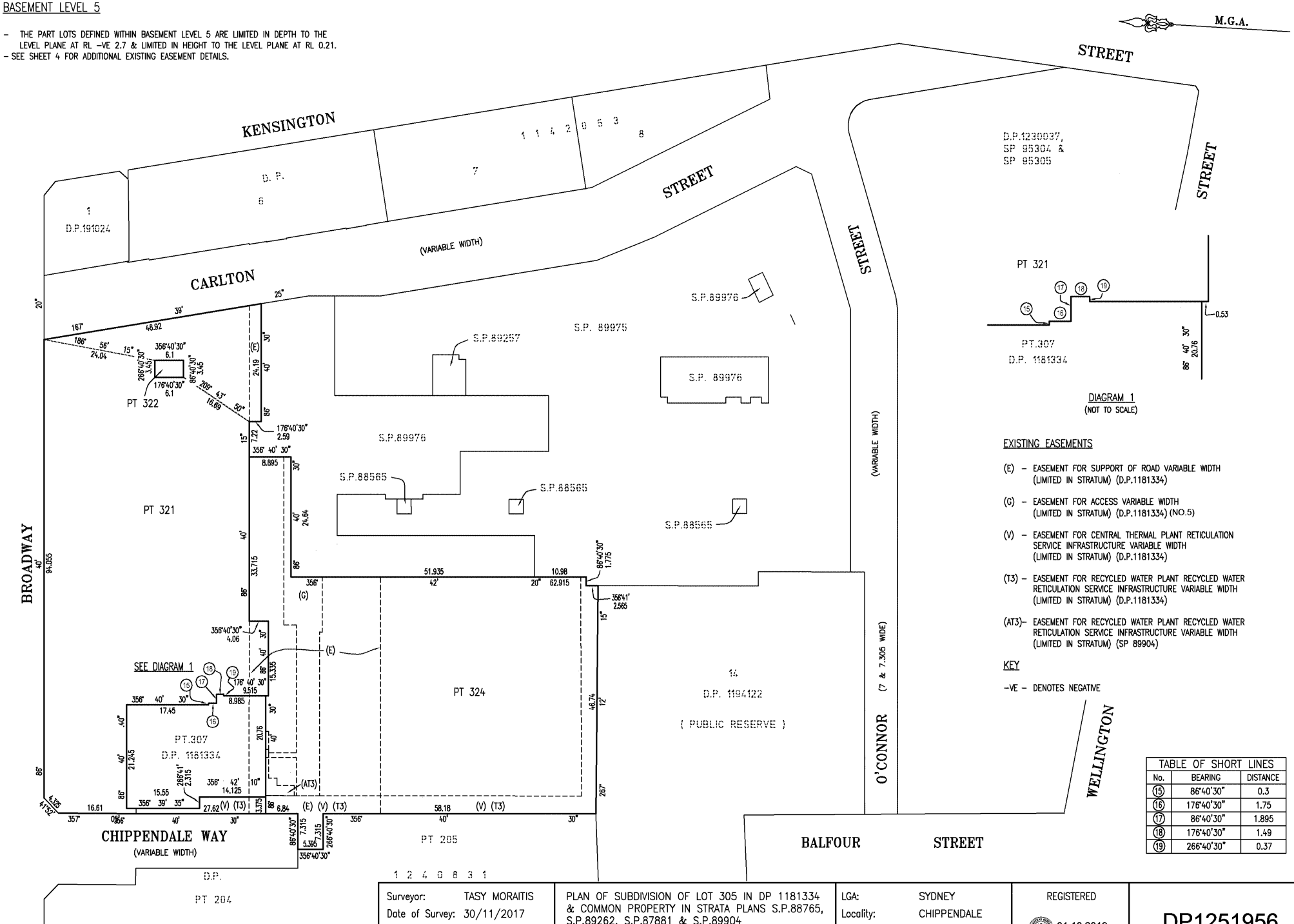

DIAGRAM 1
(NOT TO SCALE)

EXISTING EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(AT3)– EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (SP 89904)

KEY

–VE – DENOTES NEGATIVE

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(15)	86°40'30"	0.3
(16)	176°40'30"	1.75
(17)	86°40'30"	1.895
(18)	176°40'30"	1.49
(19)	266°40'30"	0.37

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:3 of 57
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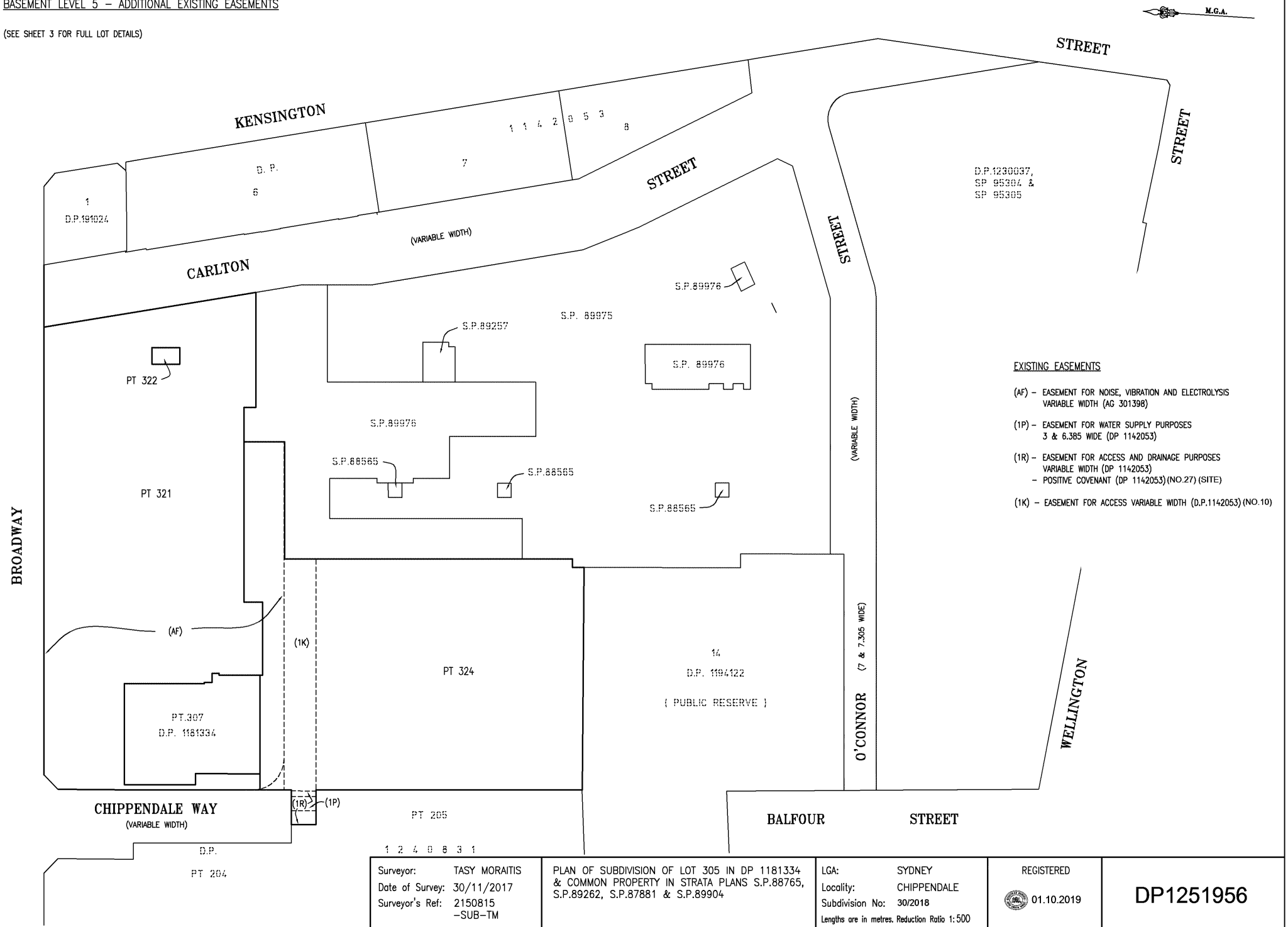
BASEMENT LEVEL 5 – ADDITIONAL EXISTING EASEMENTS

(SEE SHEET 3 FOR FULL LOT DETAILS)



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (DP 1142053)

(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (DP 1142053)
– POSITIVE COVENANT (DP 1142053) (NO.27) (SITE)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 04 B5 EXIST EASE.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:4 of 57
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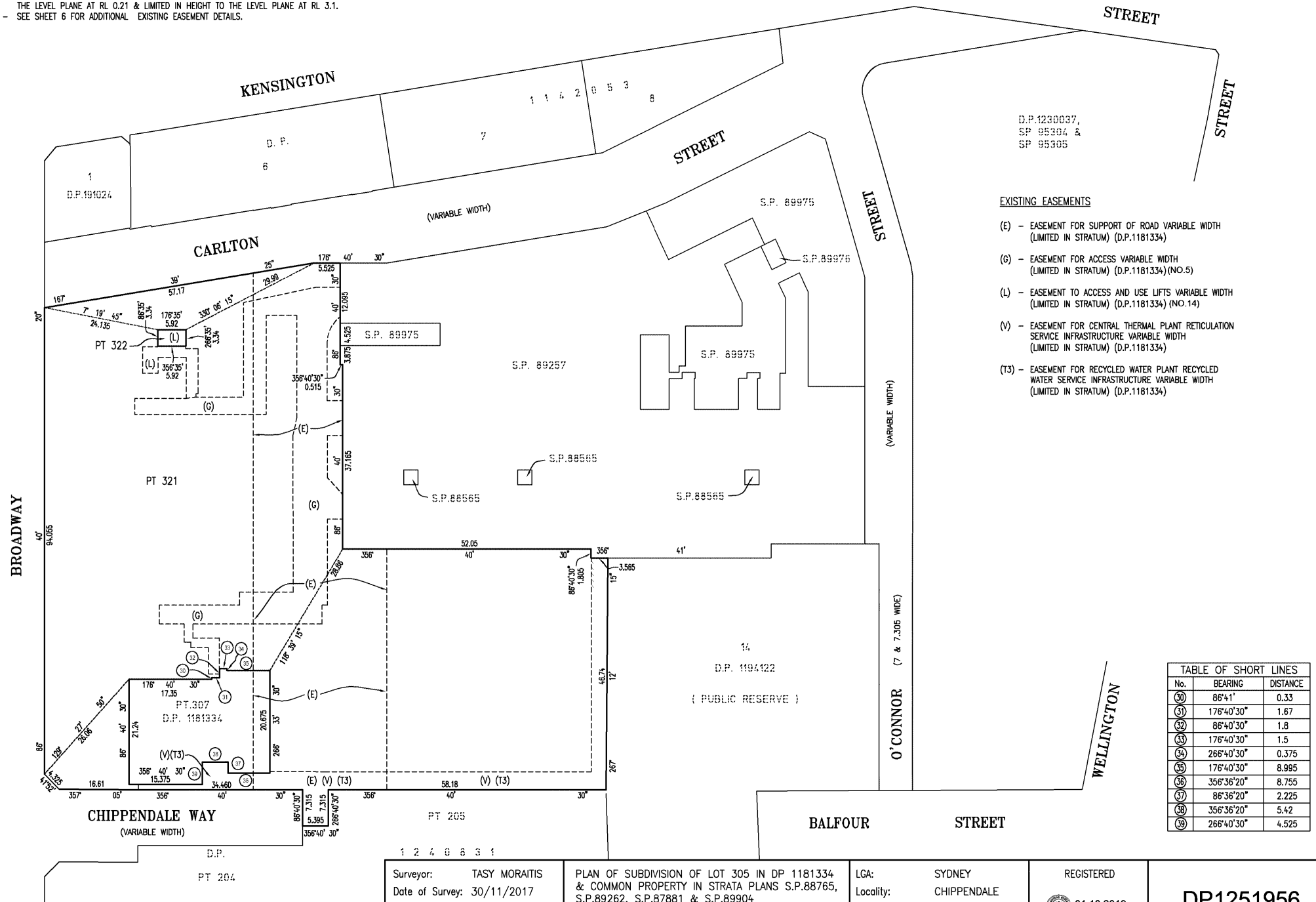
BASEMENT LEVEL 4

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 4 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 0.21 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 3.1.
- SEE SHEET 6 FOR ADDITIONAL EXISTING EASEMENT DETAILS.



EXISTING EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)(NO.5)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(30)	86°41'	0.33
(31)	176°40'30"	1.67
(32)	86°40'30"	1.8
(33)	176°40'30"	1.5
(34)	266°40'30"	0.375
(35)	176°40'30"	8.995
(36)	356°36'20"	8.755
(37)	86°36'20"	2.225
(38)	356°36'20"	5.42
(39)	266°40'30"	4.525

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

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Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:5 of 57
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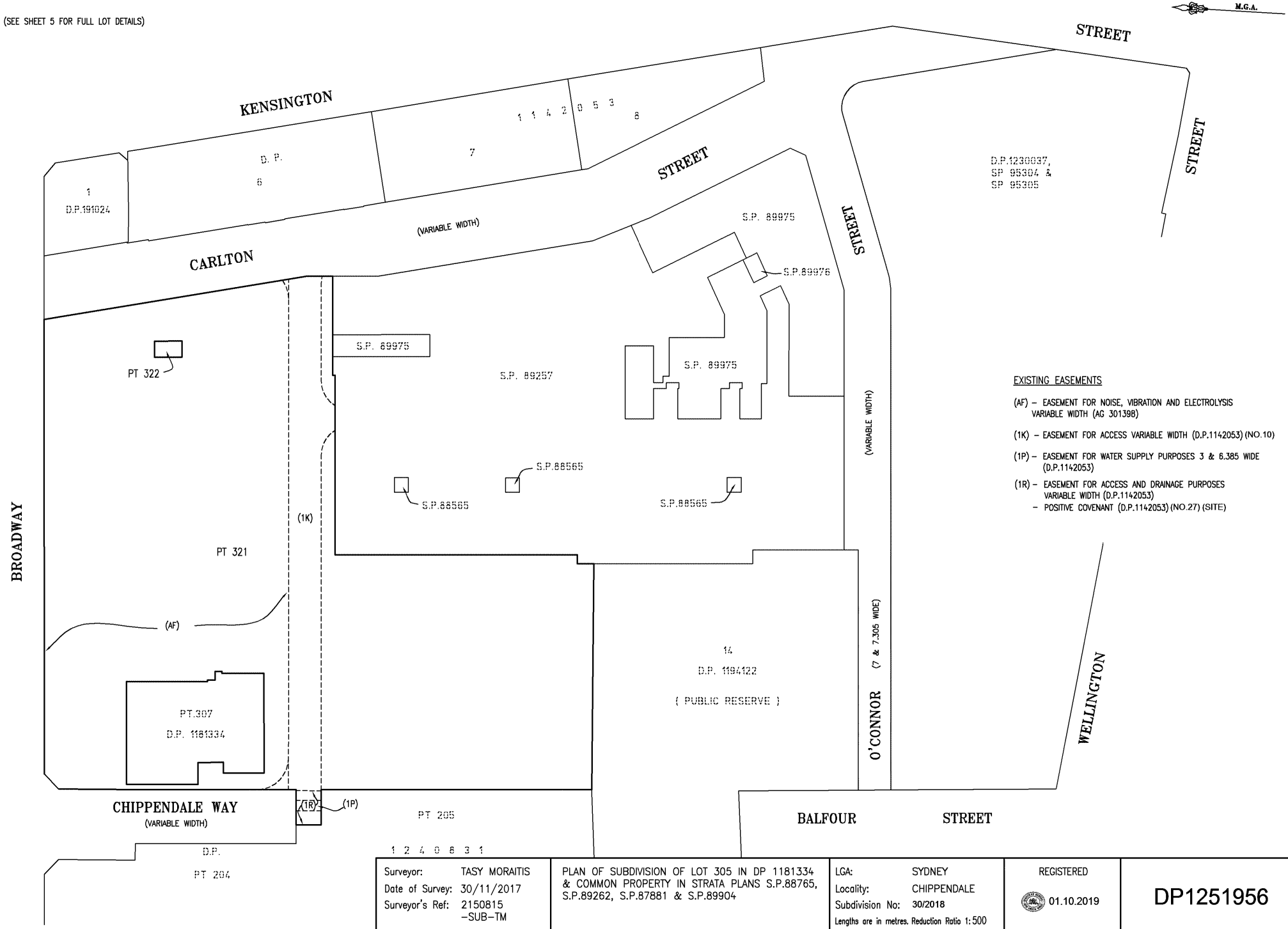
BASEMENT LEVEL 4 – ADDITIONAL EXISTING EASEMENTS

(SEE SHEET 5 FOR FULL LOT DETAILS)



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (D.P.1142053)

(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (D.P.1142053)
– POSITIVE COVENANT (D.P.1142053) (NO.27) (SITE)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

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Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:6 of 57
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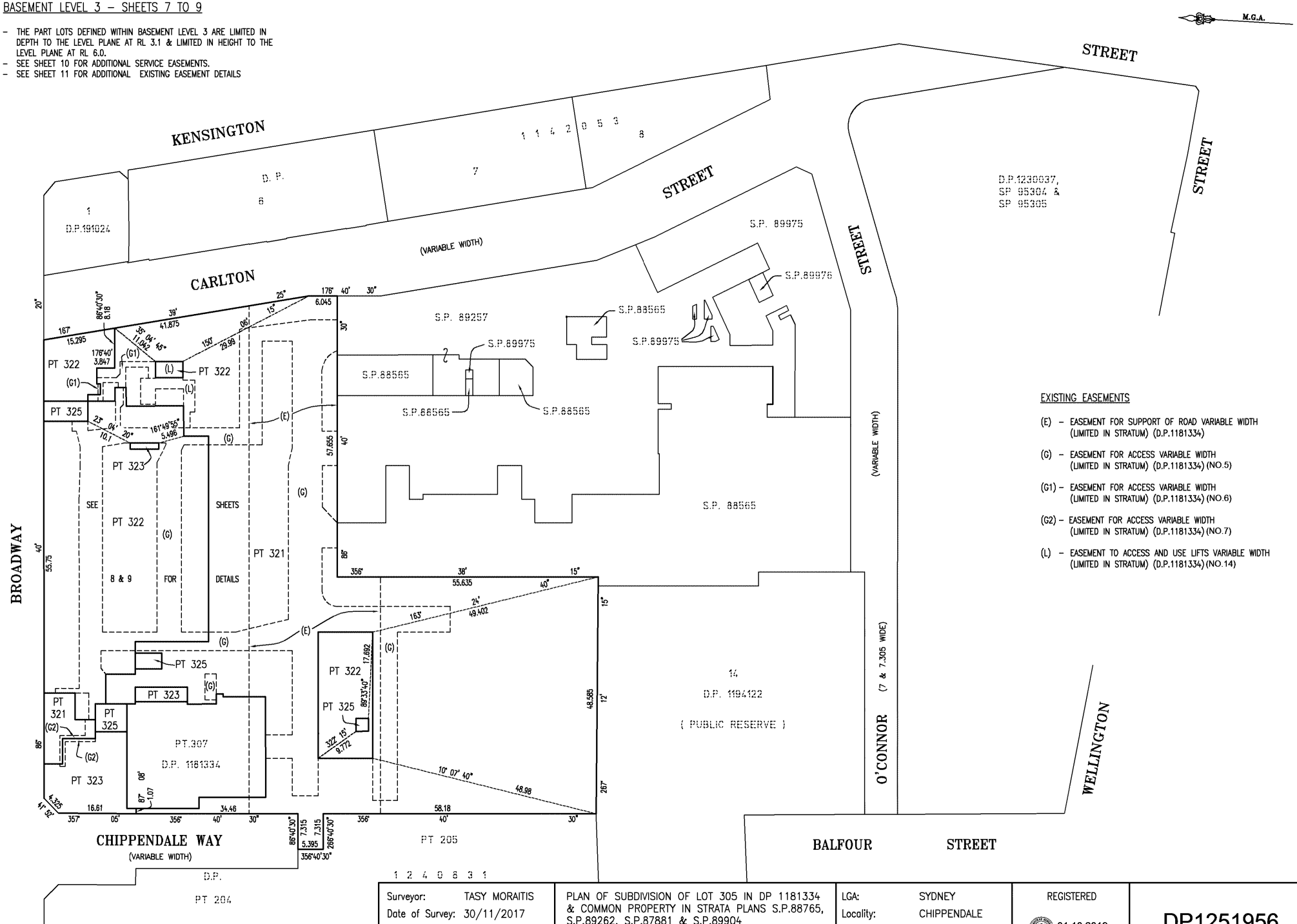
BASEMENT LEVEL 3 – SHEETS 7 TO 9

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 3.1 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0.
- SEE SHEET 10 FOR ADDITIONAL SERVICE EASEMENTS.
- SEE SHEET 11 FOR ADDITIONAL EXISTING EASEMENT DETAILS



EXISTING EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.6)

(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.7)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 7 B3.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:7 of 57
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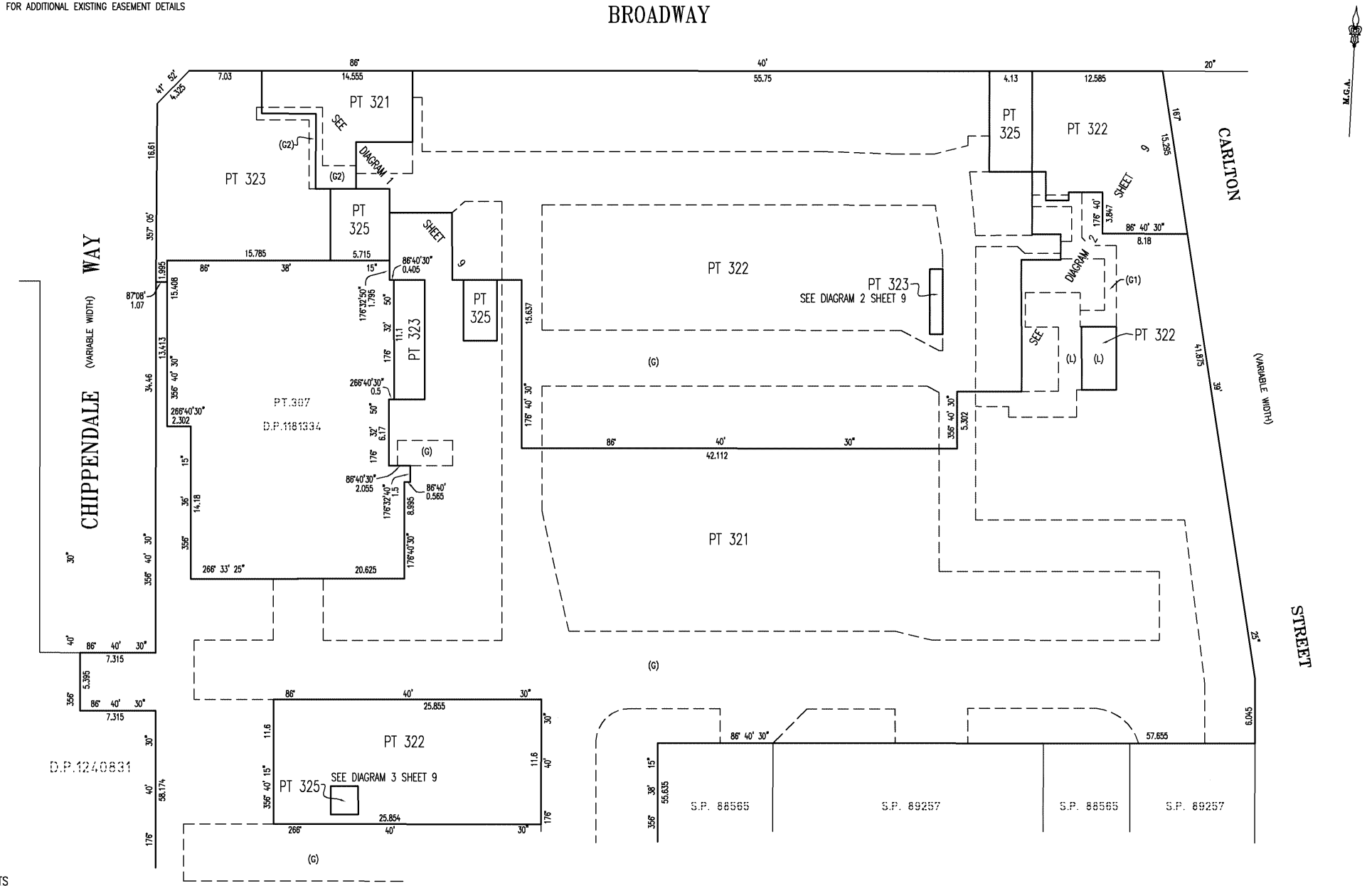
BASEMENT LEVEL 3 – SHEETS 7 TO 9

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 3.1 & LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 6.0.
- SEE SHEET 10 FOR ADDITIONAL SERVICE EASEMENTS.
- SEE SHEET 11 FOR ADDITIONAL EXISTING EASEMENT DETAILS



EXISTING EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)
(G1) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.6)
(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.7)
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.14) (D.P.1181334)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1: 250(A2)	REGISTERED 01.10.2019	DP1251956

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

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Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:8 of 57
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DIAGRAM 1
SCALE 1:100

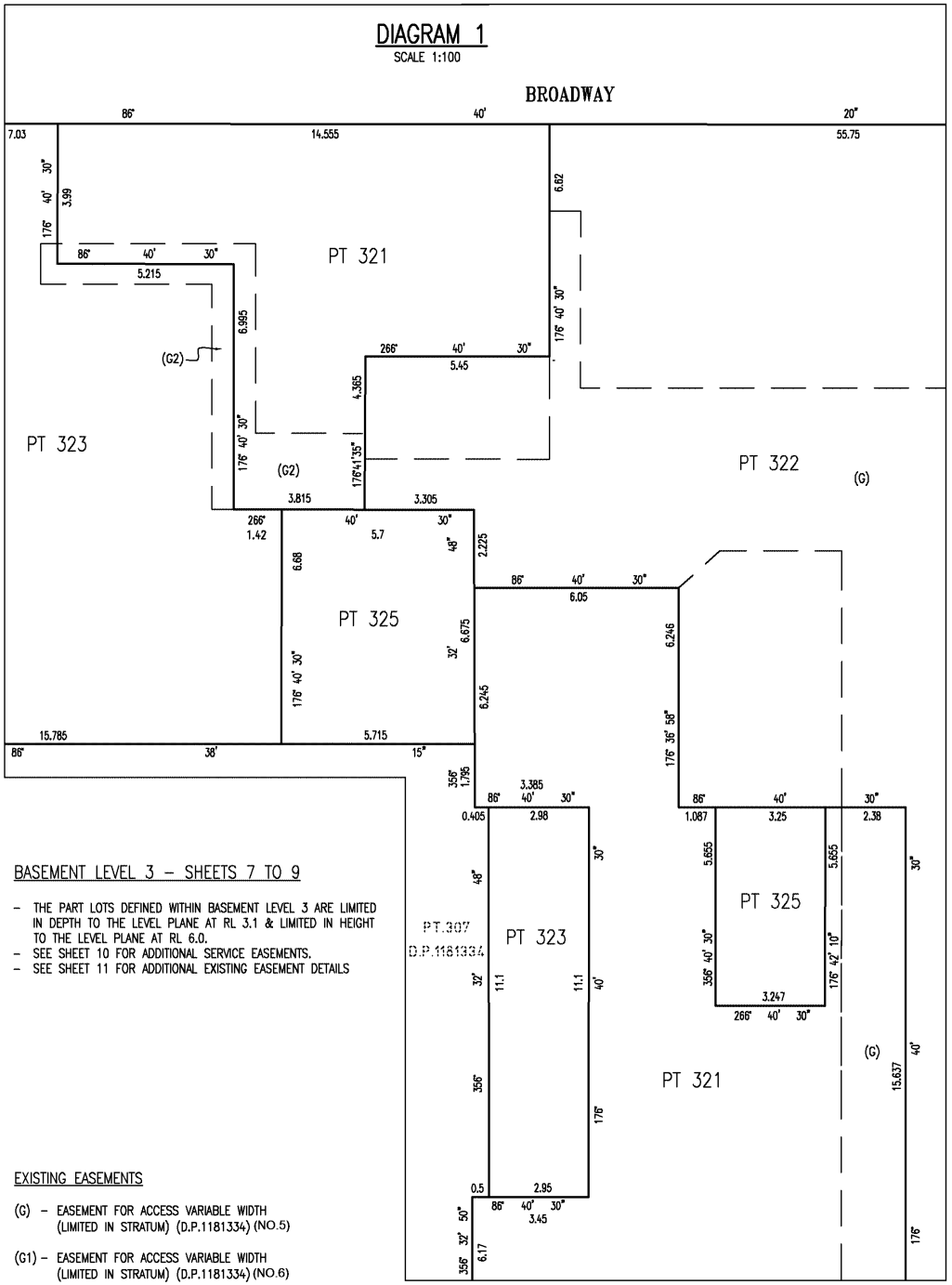


DIAGRAM 2
SCALE 1:100

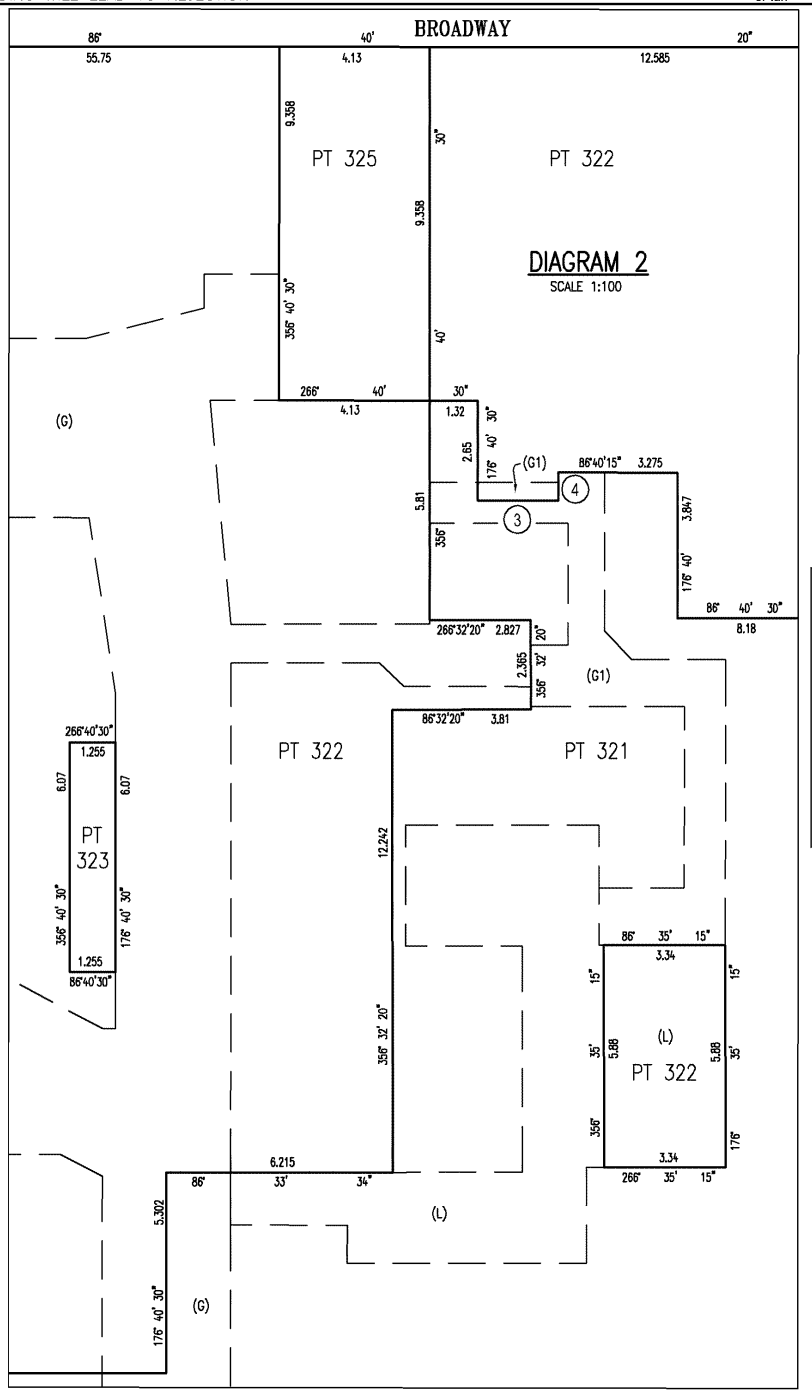


DIAGRAM 3
SCALE 1:100

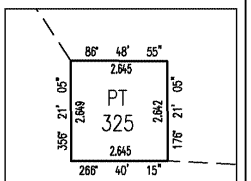


TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(3)	86°40'	2.205
(4)	356°40'	0.75

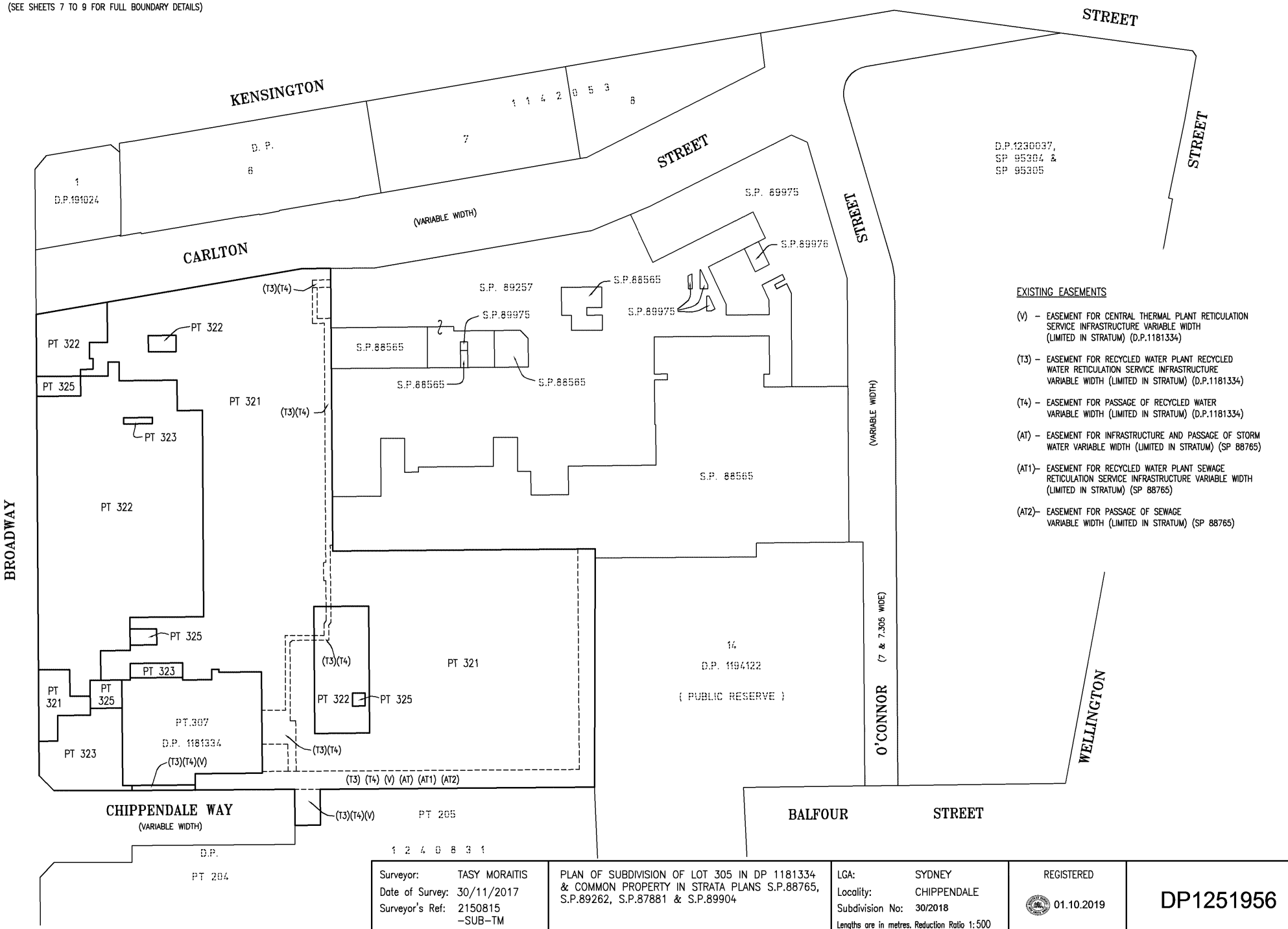
Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA:	SYDNEY	REGISTERED
Date of Survey:	30/11/2017		Locality:	CHIPPENDALE	01.10.2019
Surveyor's Ref:	2150815 –SUB–TM		Subdivision No:	30/2018	DP1251956
			Lengths are in metres. Reduction Ratio 1:100		

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

BASEMENT LEVEL 3 – ADDITIONAL SERVICE EASEMENTS

– (SEE SHEETS 7 TO 9 FOR FULL BOUNDARY DETAILS)

M.G.A.



EXISTING EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(AT) – EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORM WATER VARIABLE WIDTH (LIMITED IN STRATUM) (SP 88765)

(AT1)– EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (SP 88765)

(AT2)– EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (SP 88765)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

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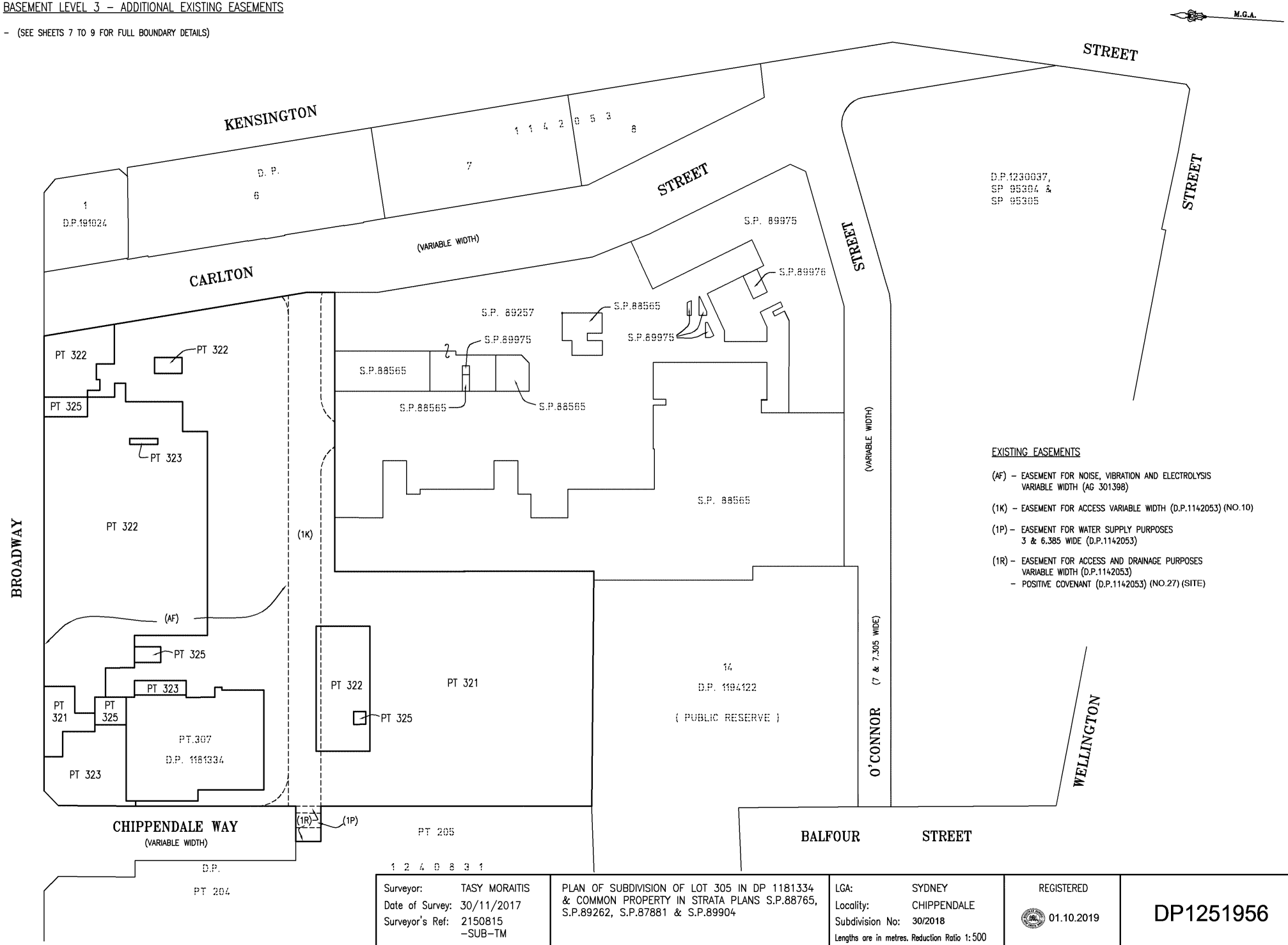
BASEMENT LEVEL 3 – ADDITIONAL EXISTING EASEMENTS

– (SEE SHEETS 7 TO 9 FOR FULL BOUNDARY DETAILS)



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (D.P.1142053)

(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (D.P.1142053)
– POSITIVE COVENANT (D.P.1142053) (NO.27) (SITE)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

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Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:11 of 57
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Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:12 of 57
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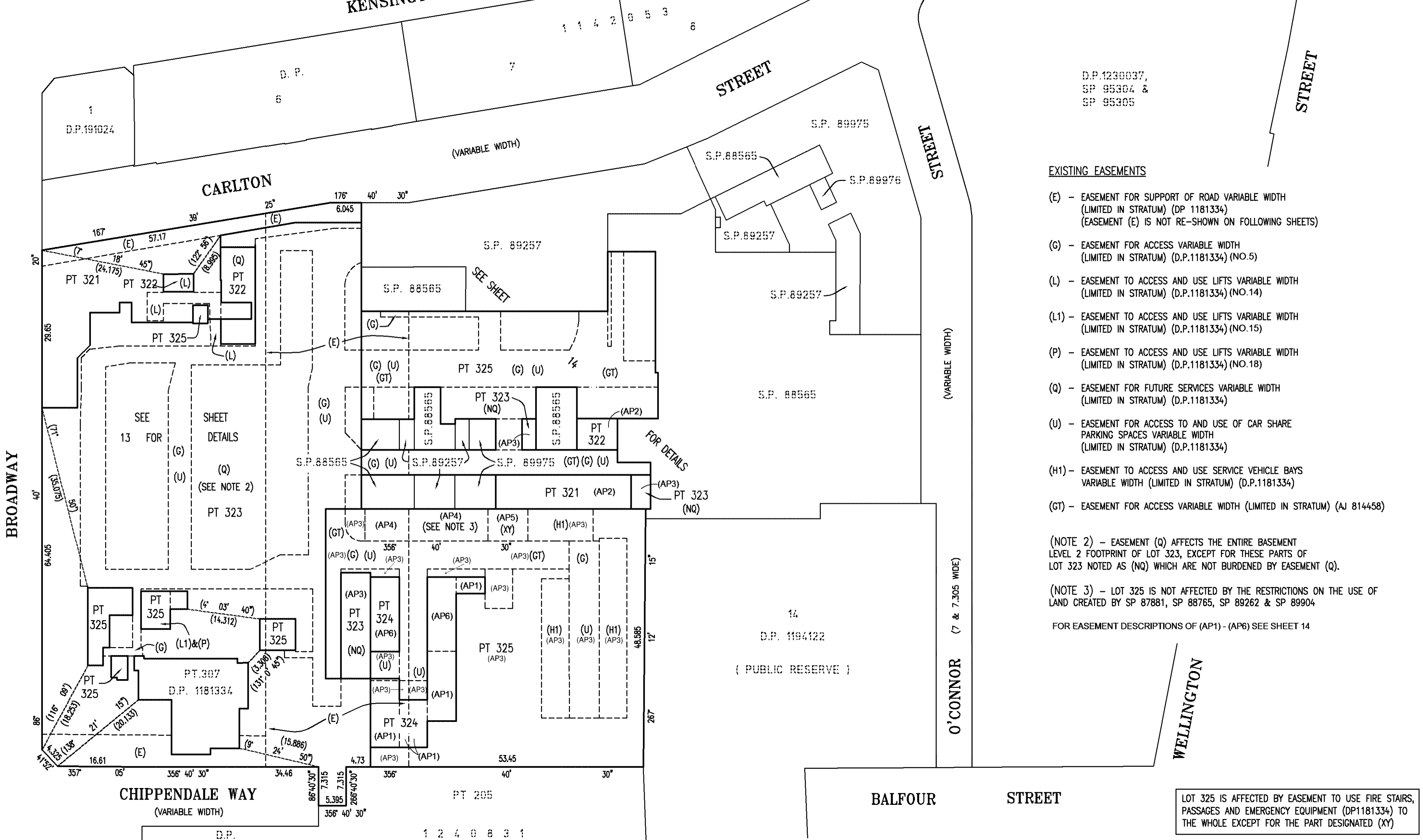
BASEMENT LEVEL 2 – SHEETS 12 TO 15

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 20 TO 24
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 15 TO 17 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 18 FOR ADDITIONAL EXISTING EASEMENT DETAILS

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLABS.



EXISTING EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334) (EASEMENT (E) IS NOT RE-SHOWN ON FOLLOWING SHEETS)

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

(Q) – EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(H1) – EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

(NOTE 2) – EASEMENT (Q) AFFECTS THE ENTIRE BASEMENT LEVEL 2 FOOTPRINT OF LOT 323, EXCEPT FOR THESE PARTS OF LOT 323 NOTED AS (NQ) WHICH ARE NOT BURDENED BY EASEMENT (Q).

(NOTE 3) – LOT 325 IS NOT AFFECTED BY THE RESTRICTIONS ON THE USE OF LAND CREATED BY SP 87881, SP 88765, SP 89262 & SP 89904

FOR EASEMENT DESCRIPTIONS OF (AP1) - (AP6) SEE SHEET 14

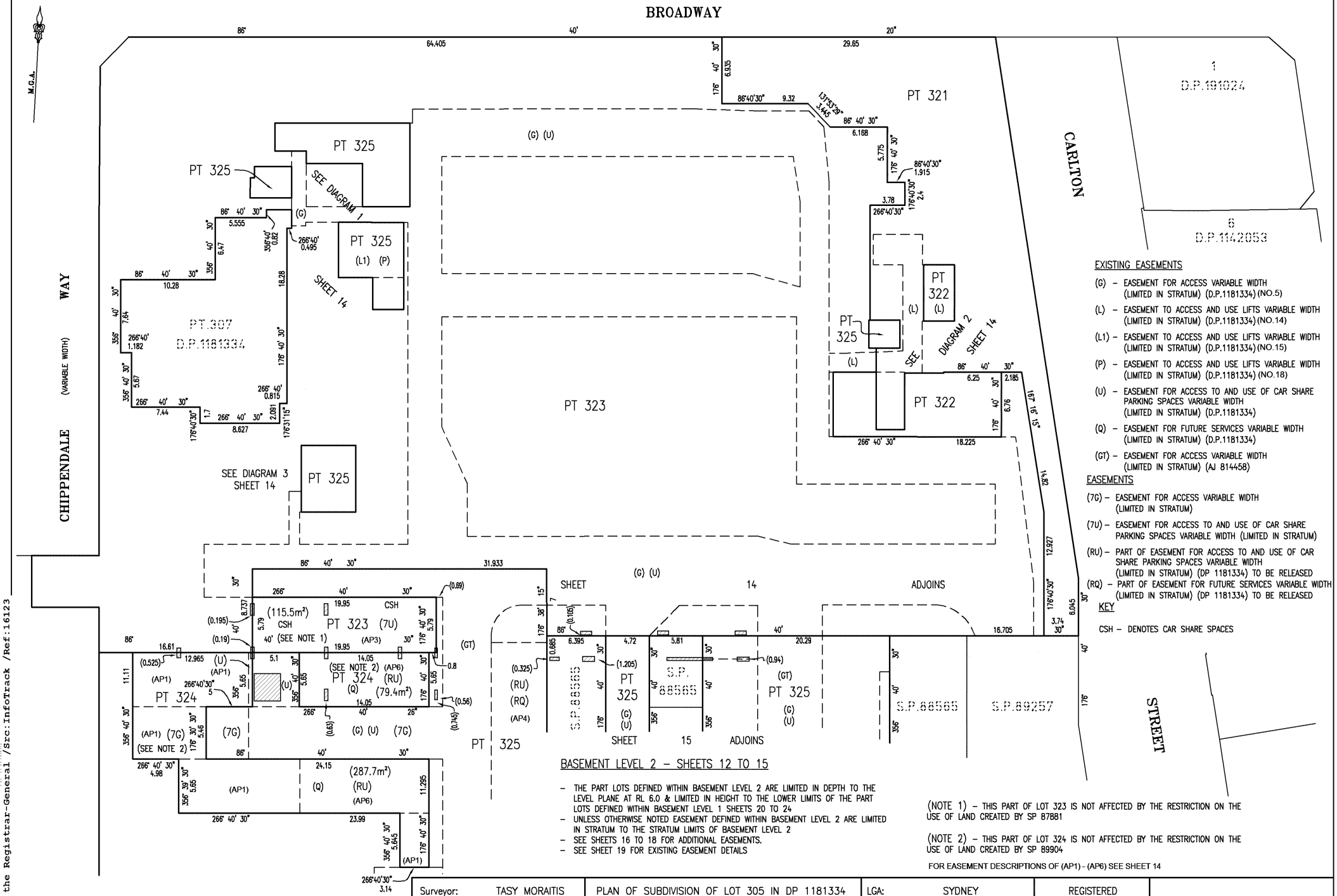
LOT 325 IS AFFECTED BY EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (DP1181334) TO THE WHOLE EXCEPT FOR THE PART DESIGNATED (XY)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 12 B2 – NEW.dwg

DESIGNATION 'AP3' ADDED TO PART LOT 325 SEE 2024-1059 12/06/2025



EXISTING EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(Q) – EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

EASEMENTS

(7G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(7U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM)

(RU) – PART OF EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334) TO BE RELEASED

(RQ) – PART OF EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334) TO BE RELEASED

KEY

CSH – DENOTES CAR SHARE SPACES

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 20 TO 24
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 16 TO 18 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS

(NOTE 1) – THIS PART OF LOT 323 IS NOT AFFECTED BY THE RESTRICTION ON THE USE OF LAND CREATED BY SP 87881

(NOTE 2) – THIS PART OF LOT 324 IS NOT AFFECTED BY THE RESTRICTION ON THE USE OF LAND CREATED BY SP 89904

FOR EASEMENT DESCRIPTIONS OF (AP1) - (AP6) SEE SHEET 14

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 01.10.2019	DP1251956

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

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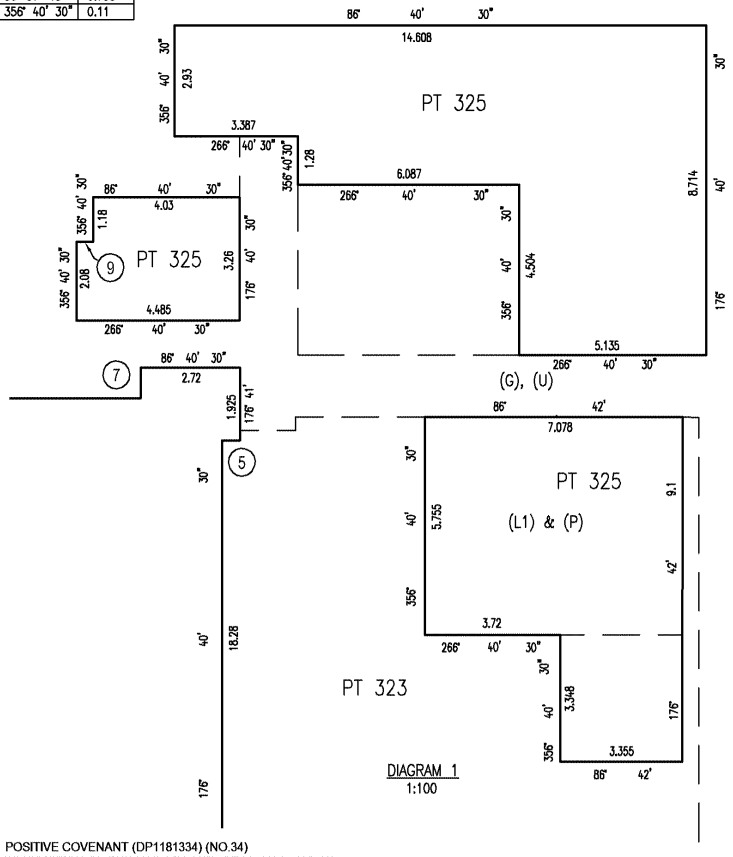
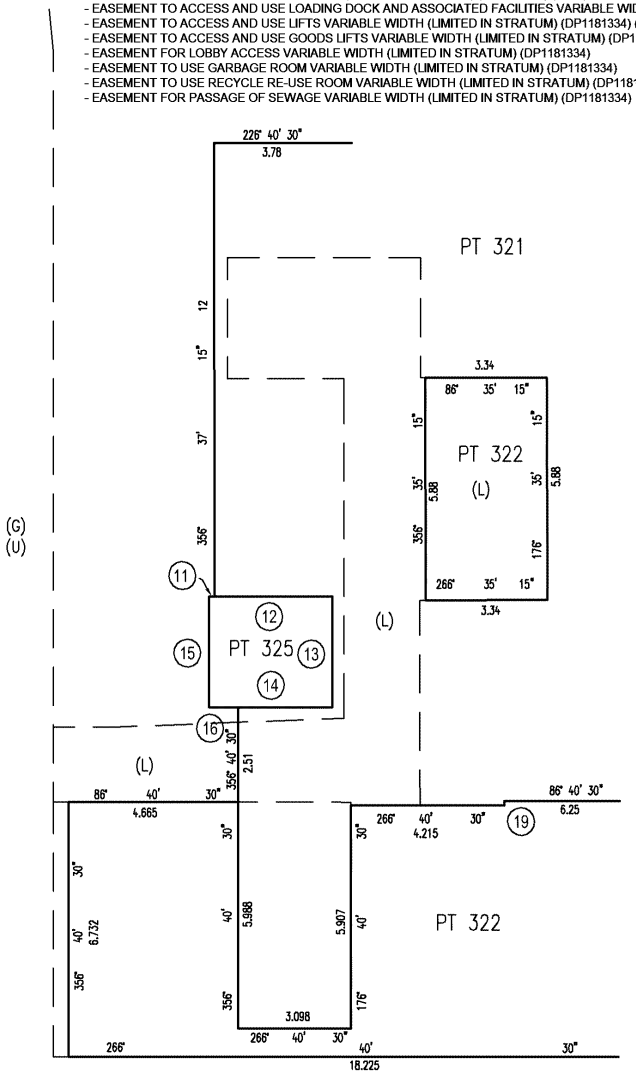
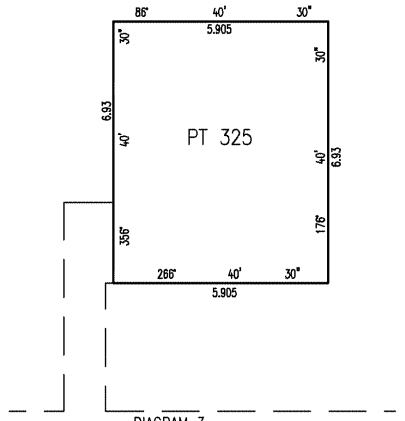
SHORT LINE TABLE		
No.	BEARING	DISTANCE
5	266° 40'	0.495
7	356° 40' 30"	0.82
9	86° 40'	0.455
11	86° 37' 15"	0.15
12	86° 37' 15"	3.24
13	176° 37' 15"	2.925
14	266° 37' 15"	2.597
15	356° 37' 15"	2.925
16	86° 37' 15"	0.795
19	356° 40' 30"	0.11

BASEMENT LEVEL 2 – SHEETS 12 TO 15

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 20 TO 24
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 16 TO 18 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS







(AP5) RESTRICTION ON THE USE OF LAND (DP1181334) (NO.44)
POSITIVE COVENANT (DP1181334) (NO.45)
BENEFITED BY:
- EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.6)
- EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.10) (NO.11)
- EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.14) (NO.15) (NO.18)
- EASEMENT TO ACCESS AND USE GOODS LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)

(AP6) POSITIVE COVENANT (DP1181334) (NO.34)
RESTRICTION ON THE USE OF LAND (DP1181334) (NO.44)
POSITIVE COVENANT (DP1181334) (NO.45)
BENFITED BY:
- EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.6) (NO.7) (NO.9) (NO.21)
- EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.10)
- EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.14) (NO.18)
- EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR OVERHANG 2.76 WIDE (LIMITED IN STRATUM) (DP1181334)

(AP1) RESTRICTION ON THE USE OF LAND (DP1181334) (NO.33)
POSITIVE COVENANT (DP1181331) (NO.34)
POSITIVE COVENANT (DP1181334) (NO.37)
POSITIVE COVENANT (DP1188373)
BENEFITED BY:
- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.9)
- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.21)
- EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR OVERHANG 2.76 WIDE (LIMITED IN STRATUM) (DP1181334)
- EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE (LIMITED IN STRATUM) (DP1181334)

(AP2) RESTRICTION ON THE USE OF LAND (DP1181334) (NO.33)
POSITIVE COVENANT (DP1181334) (NO.37)
POSITIVE COVENANT (DP1188373)
BENEFITED BY:
- EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE (LIMITED IN STRATUM) (DP1181334)

(AP3) RESTRICTION ON THE USE OF LAND (DP1181334) (NO.33)
POSITIVE COVENANT (DP1181334) (NO.37)
POSITIVE COVENANT (DP1188373)
BENEFITED BY:
- EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR OVERHANG 2.76 WIDE (LIMITED IN STRATUM) (DP1181334)
- EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE (LIMITED IN STRATUM) (DP1181334)

(AP4) POSITIVE COVENANT (DP1142053) (NO.27)
RESTRICTION ON THE USE OF LAND (DP1181334) (NO.44)
POSITIVE COVENANT (DP1181334) (NO.45)
BENEFITED BY:
- EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.7)
- EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.11)
- EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334) (NO.18)
- EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)
- EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DP1181334)

EXISTING EASEMENTS

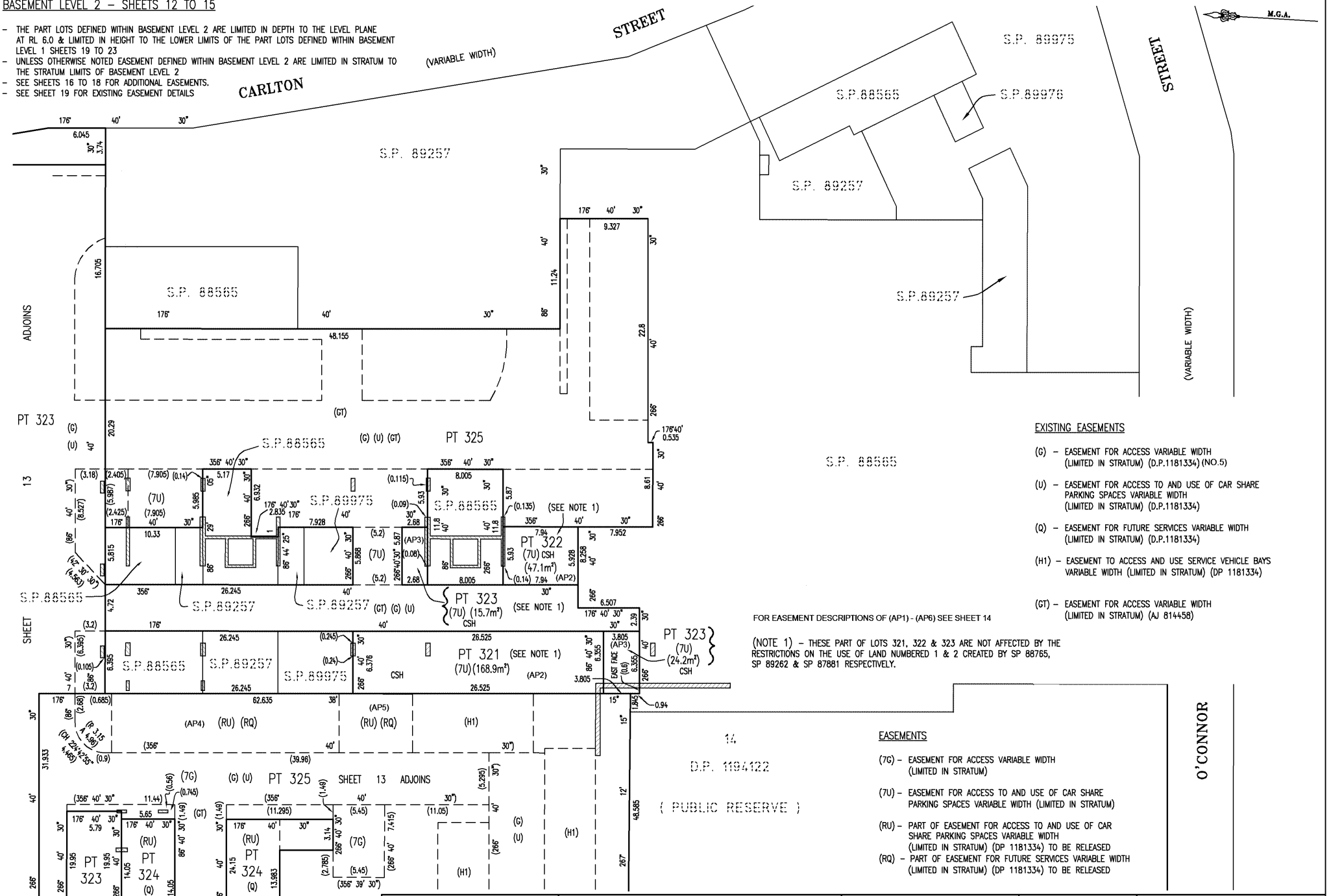
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED STRATUM) (DP 1181334) (NO.5)
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED STRATUM) (DP 1181334) (NO.14)
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED STRATUM) (DP 1181334) (NO.15)
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED STRATUM) (DP 1181334) (NO.18)
(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED STRATUM) (DP 1181334)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:100	REGISTERED 01.10.2019	DP1251956

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

BASEMENT LEVEL 2 – SHEETS 12 TO 15

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 6.0 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 SHEETS 19 TO 23
- UNLESS OTHERWISE NOTED EASEMENT DEFINED WITHIN BASEMENT LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 2
- SEE SHEETS 16 TO 18 FOR ADDITIONAL EASEMENTS.
- SEE SHEET 19 FOR EXISTING EASEMENT DETAILS



EXISTING EASEMENTS

(C) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(Q) – EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(H1) – EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

FOR EASEMENT DESCRIPTIONS OF (AP1) - (AP6) SEE SHEET 14

(NOTE 1) – THESE PART OF LOTS 321, 322 & 323 ARE NOT AFFECTED BY THE RESTRICTIONS ON THE USE OF LAND NUMBERED 1 & 2 CREATED BY SP 88765, SP 89262 & SP 87881 RESPECTIVELY.

EASEMENTS

(7G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(7U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM)

(RU) – PART OF EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334) TO BE RELEASED

(RQ) – PART OF EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334) TO BE RELEASED

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 01.10.2019	DP1251956

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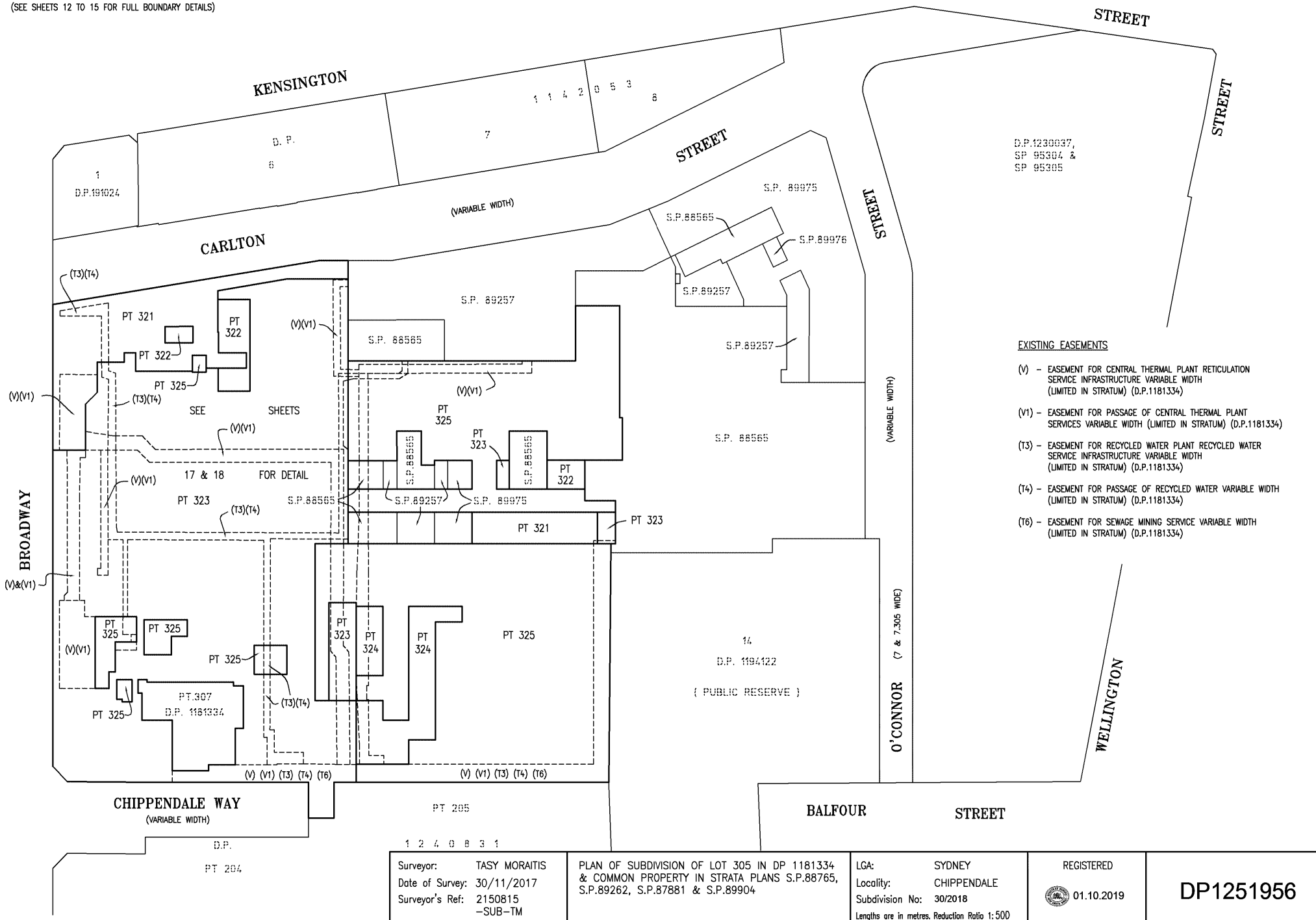
BASEMENT LEVEL 2 – ADDITIONAL SERVICE EASEMENTS

(SEE SHEETS 12 TO 15 FOR FULL BOUNDARY DETAILS)

M.G.A.



EXISTING EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T6) – EASEMENT FOR SEWAGE MINING SERVICE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 16 B2 EASE – NEW.dwg

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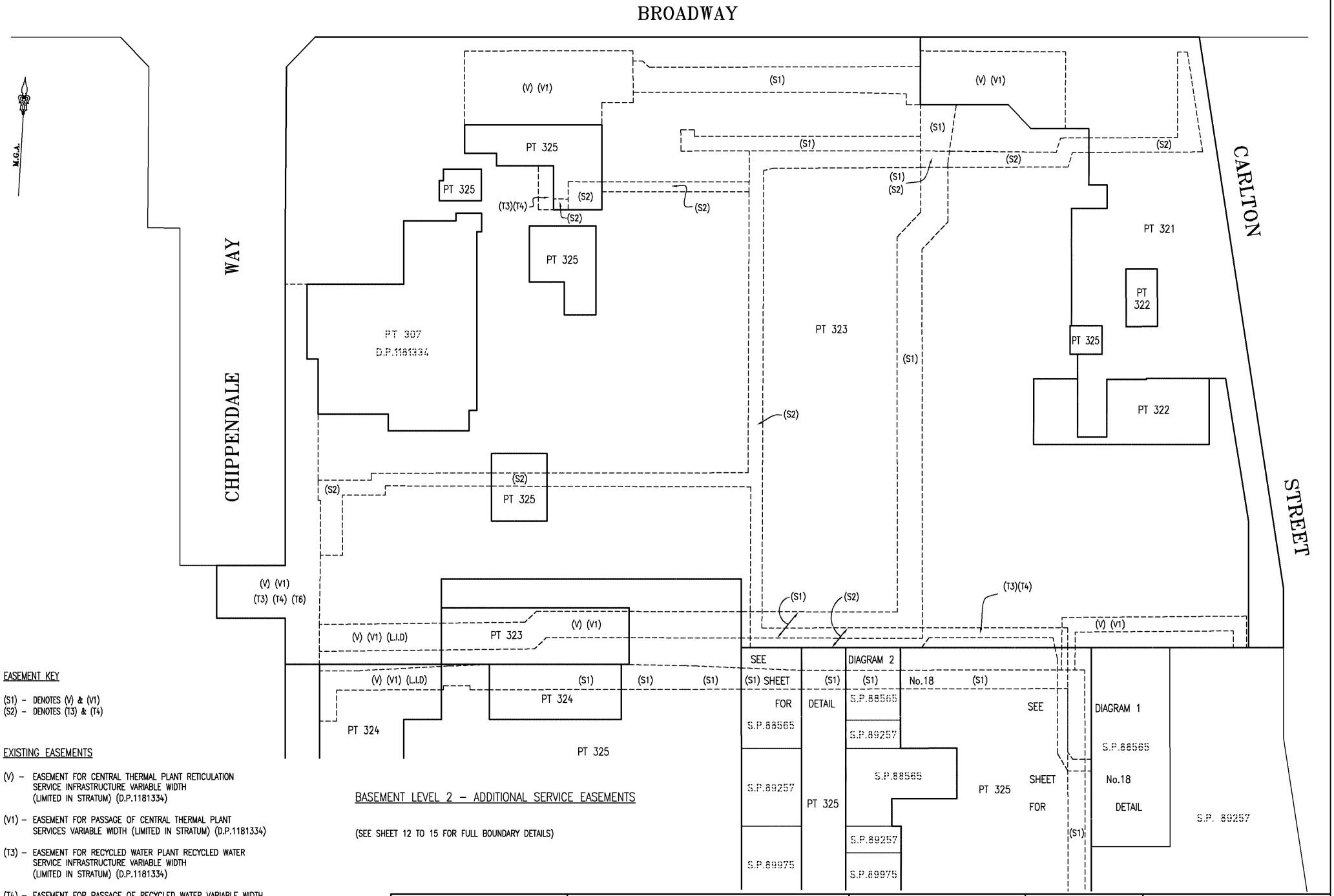

EASEMENT KEY

(S1) – DENOTES (V) & (V1)
(S2) – DENOTES (T3) & (T4)

EXISTING EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T6) – EASEMENT FOR SEWAGE MINING SERVICE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

BASEMENT LEVEL 2 – ADDITIONAL SERVICE EASEMENTS

(SEE SHEET 12 TO 15 FOR FULL BOUNDARY DETAILS)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 01.10.2019	DP1251956

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

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BASEMENT LEVEL 2 – ADDITIONAL SERVICE EASEMENTS

(SEE SHEET 12 TO 15 FOR FULL BOUNDARY DETAILS)

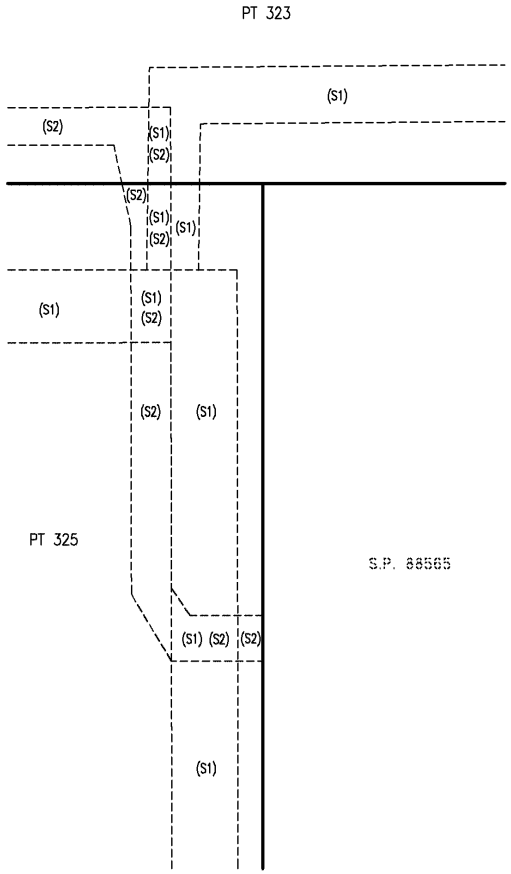

DIAGRAM 1
SCALE 1:100

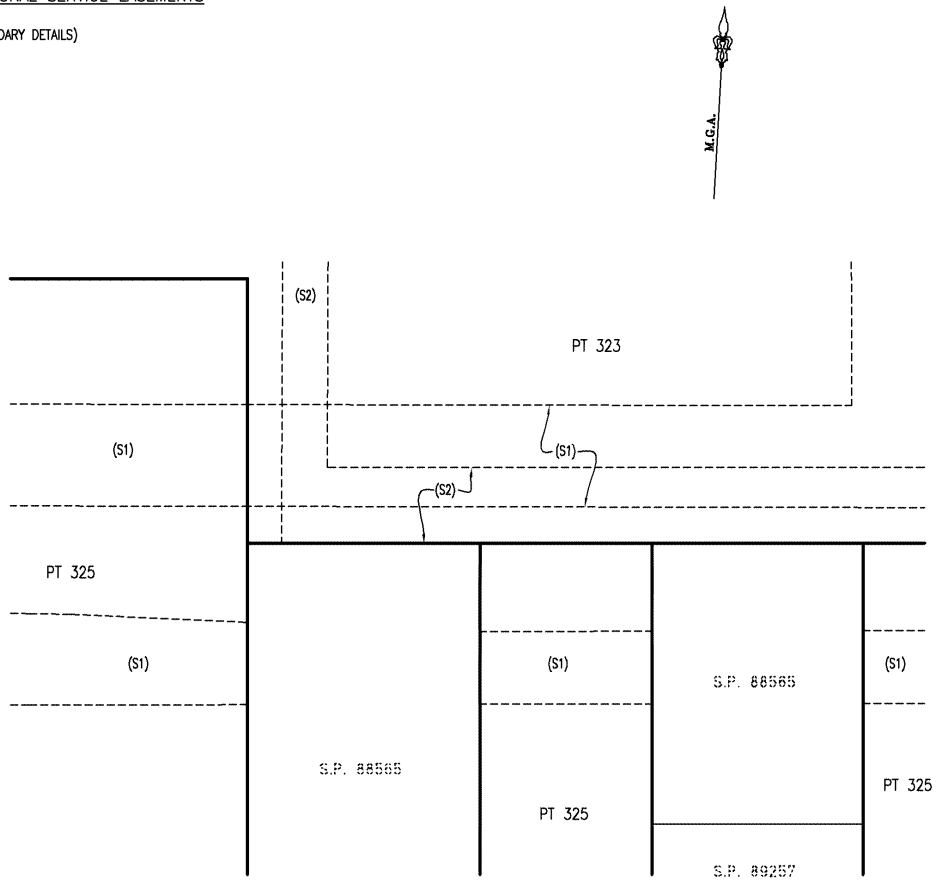

DIAGRAM 2
SCALE 1:100

EXISTING EASEMENTS

(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

EASEMENT KEY

(S1) – DENOTES (V) & (V1)
(S2) – DENOTES (T3) & (T4)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1: 100	REGISTERED 01.10.2019	DP1251956

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

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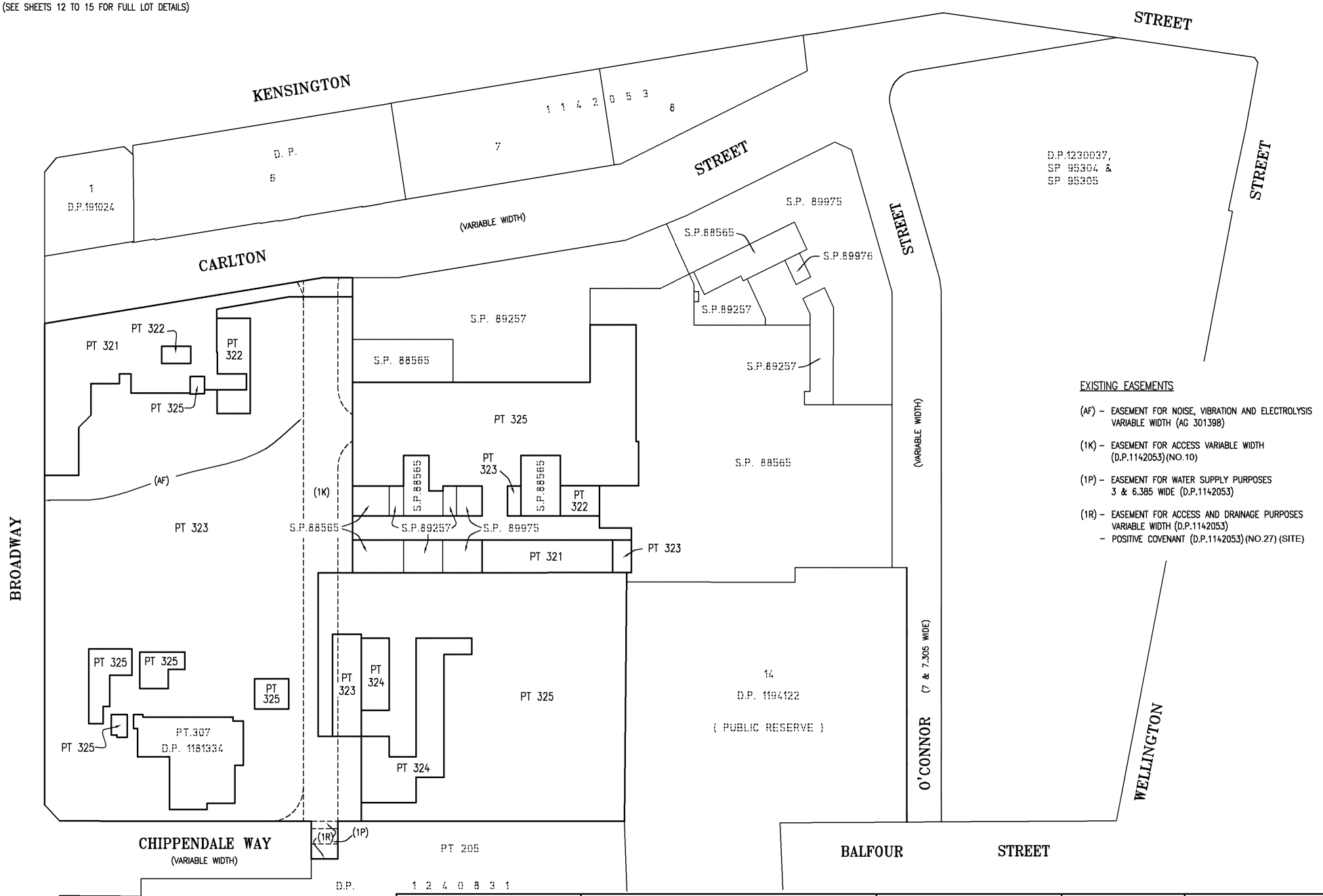
BASEMENT LEVEL 2 – EXISTING EASEMENTS

(SEE SHEETS 12 TO 15 FOR FULL LOT DETAILS)

M.G.A.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053)(NO.10)

(1P) – EASEMENT FOR WATER SUPPLY PURPOSES 3 & 6.385 WIDE (D.P.1142053)

(1R) – EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (D.P.1142053)
– POSITIVE COVENANT (D.P.1142053)(NO.27) (SITE)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

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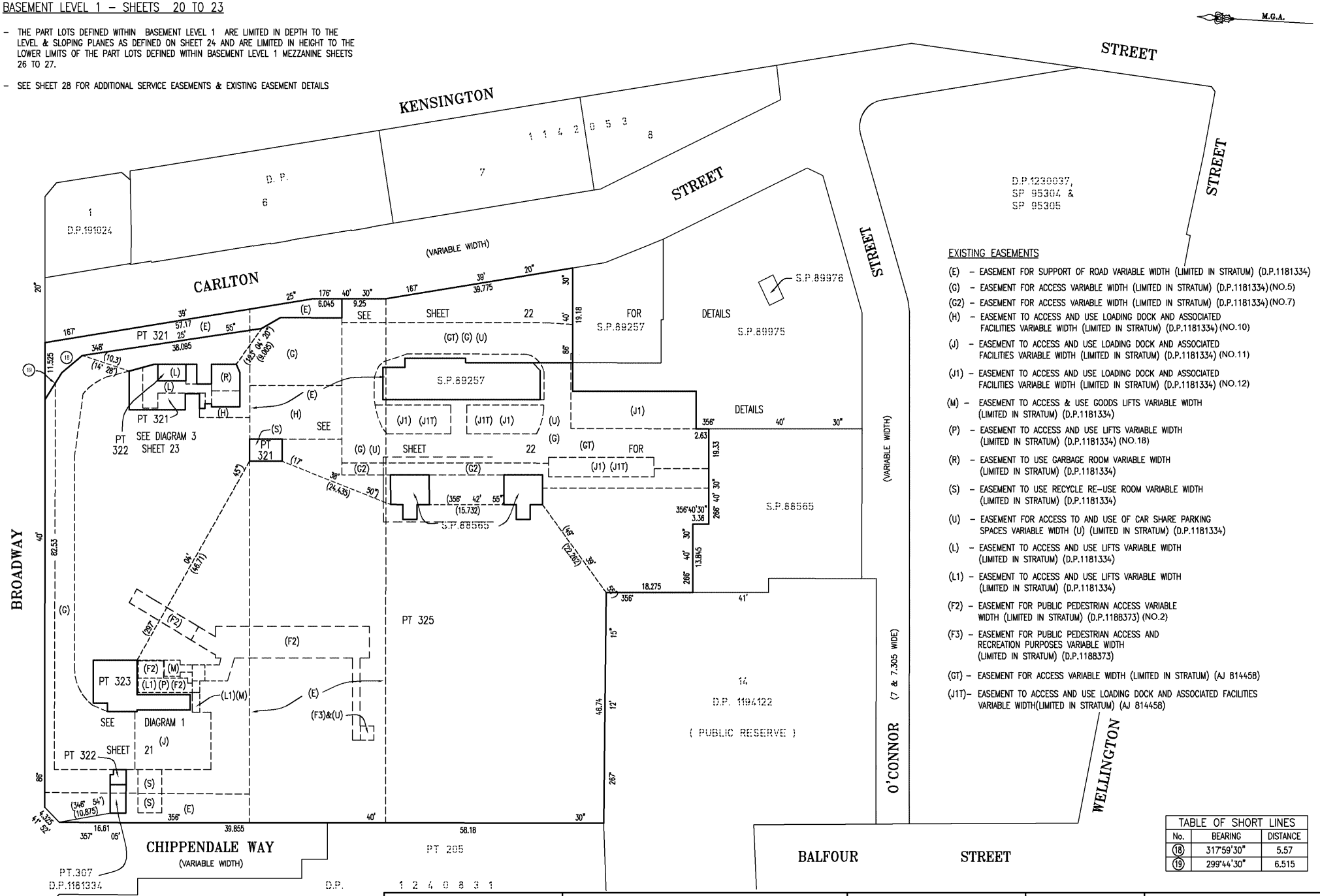
BASEMENT LEVEL 1 – SHEETS 20 TO 23

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 24 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 26 TO 27.
- SEE SHEET 28 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS



EXISTING EASEMENTS

- (E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
- (G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)
- (G2) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.7)
- (H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.10)
- (J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.11)
- (J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.12)
- (M) – EASEMENT TO ACCESS & USE GOODS LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
- (P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)
- (R) – EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
- (S) – EASEMENT TO USE RECYCLE RE–USE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
- (U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM) (D.P.1181334)
- (L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
- (L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
- (F2) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1188373) (NO.2)
- (F3) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS AND RECREATION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1188373)
- (GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)
- (J1T)– EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH(LIMITED IN STRATUM) (AJ 814458)

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(18)	317°59'30"	5.57
(19)	299°44'30"	6.515

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

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BASEMENT LEVEL 1 – SHEETS 20 TO 23

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 24 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 26 TO 27.
- SEE SHEET 28 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

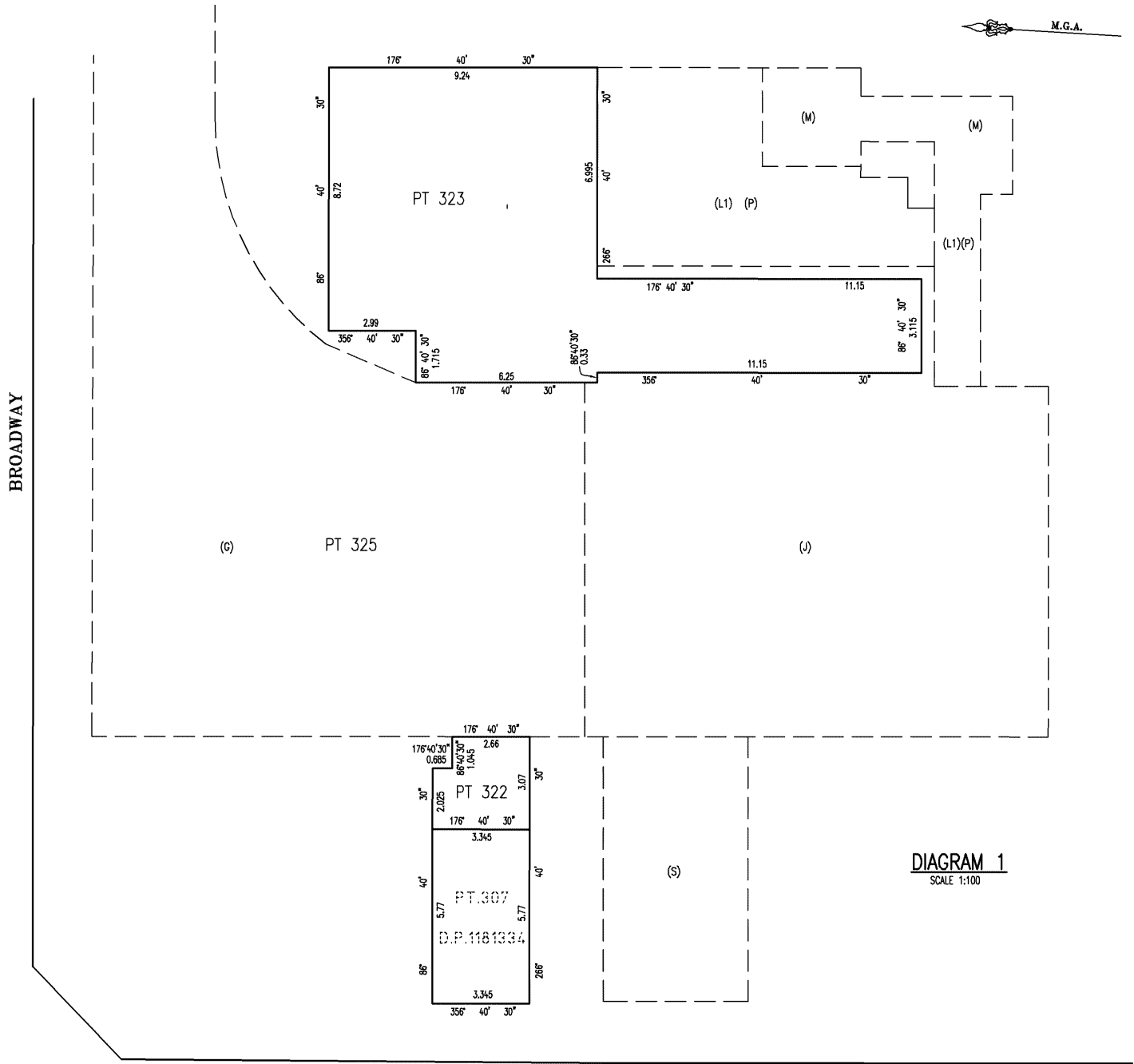

DIAGRAM 1
SCALE 1:100

EXISTING EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.11)

(M) – EASEMENT TO ACCESS & USE GOODS LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

(S) – EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:100	REGISTERED 01.10.2019	DP1251956

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

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BASEMENT LEVEL 1 – SHEETS 20 TO 23

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 24 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 26 TO 27.
- SEE SHEET 28 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

EXISTING EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.7)

(H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.10)

(J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.12)

(S) – EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM) (D.P.1181334)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

(J1T)– EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH(LIMITED IN STRATUM) (AJ 814458)

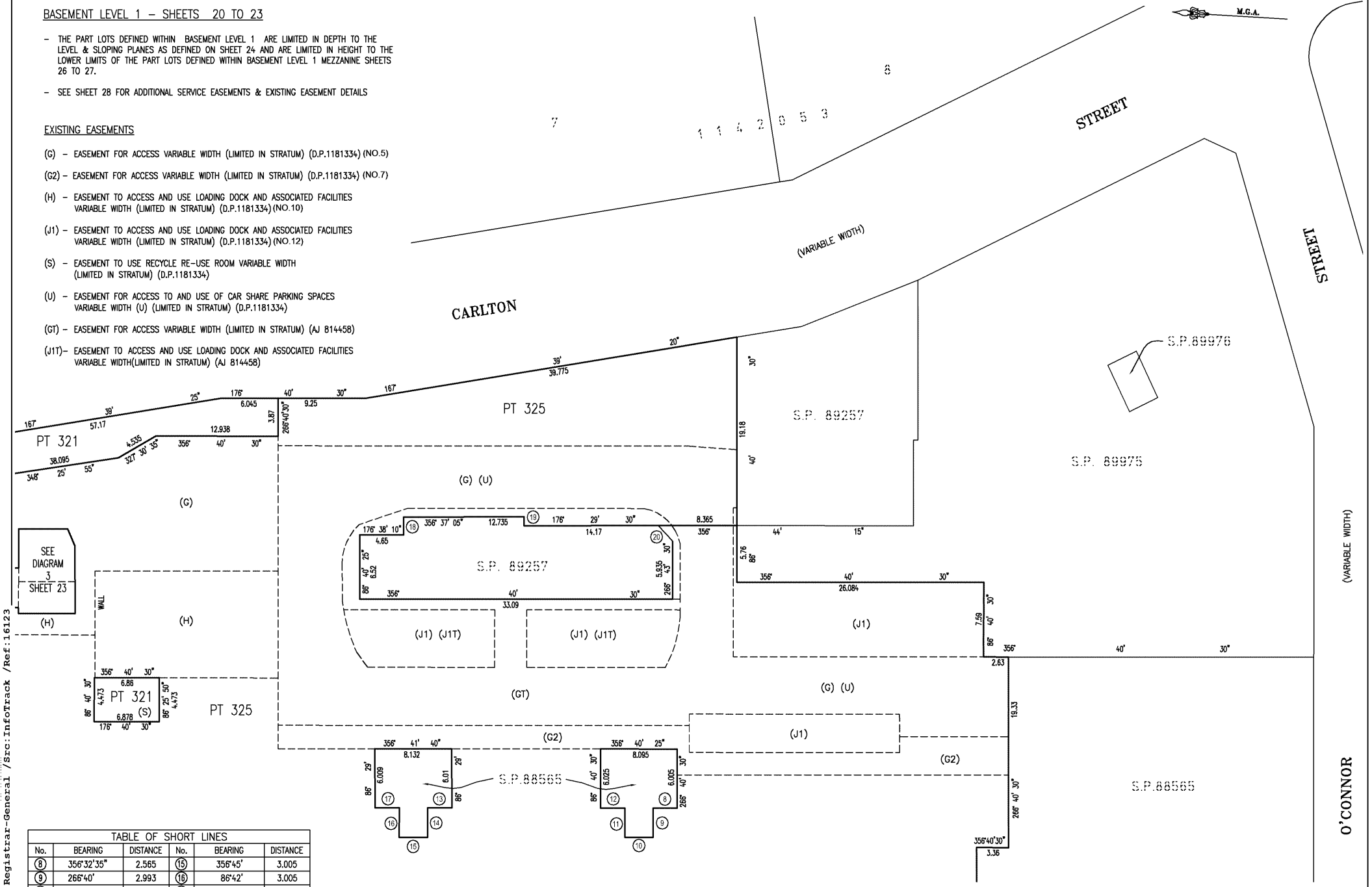

TABLE OF SHORT LINES					
No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
(8)	356°32'35"	2.565	(15)	356°45'	3.005
(9)	266°40'	2.993	(16)	86°42'	3.005
(10)	356°47'	2.975	(17)	356°42'	2.57
(11)	86°40'	2.98	(18)	86°37'	1.84
(12)	356°32'35"	2.555	(19)	266°59'	0.915
(13)	356°42'	2.56	(20)	222°07'	2.205
(14)	266°42'	3.008			

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 01.10.2019	DP1251956

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

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BASEMENT LEVEL 1 – SHEETS 20 TO 23

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 24 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE SHEETS 26 TO 27.
- SEE SHEET 28 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

M.G.A.

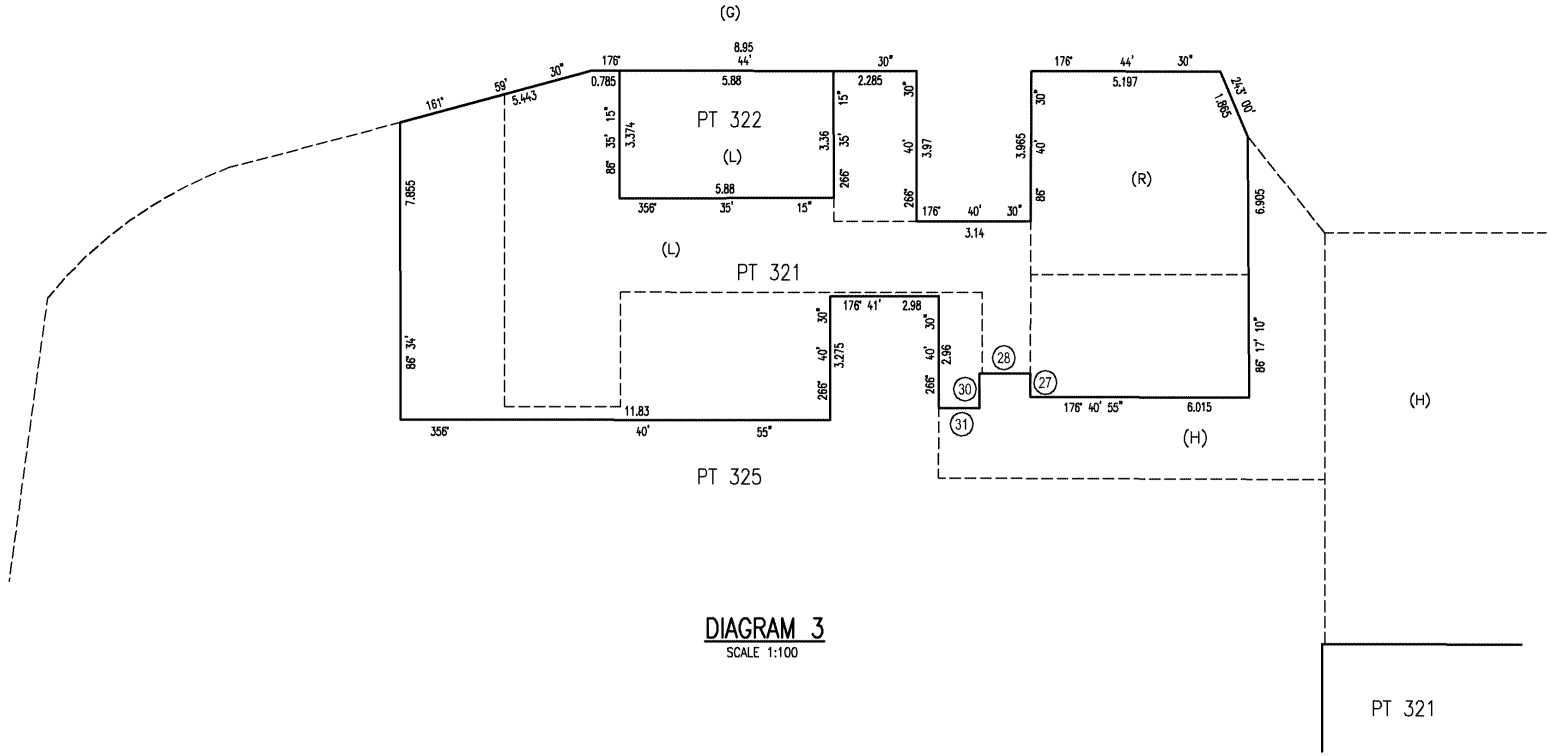

DIAGRAM 3

SCALE 1:100

EXISTING EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.10)

(R) – EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(27)	266°41'	0.62
(28)	356°41'	1.39
(30)	266°41'	0.91
(31)	356°41'	1.12

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1: NTS	REGISTERED 01.10.2019	DP1251956
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10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 23 B1.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:23 of 57
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BASEMENT LEVEL 1 – HORIZONTAL BOUNDARY DETAIL SHEET

THIS SHEET DETAILS THE HORIZONTAL BOUNDARIES BETWEEN BASEMENT LEVEL 1 AND BASEMENT LEVEL 2. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 2.

NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 20 TO 23 ARE DIMENSIONED ON THIS SHEET.

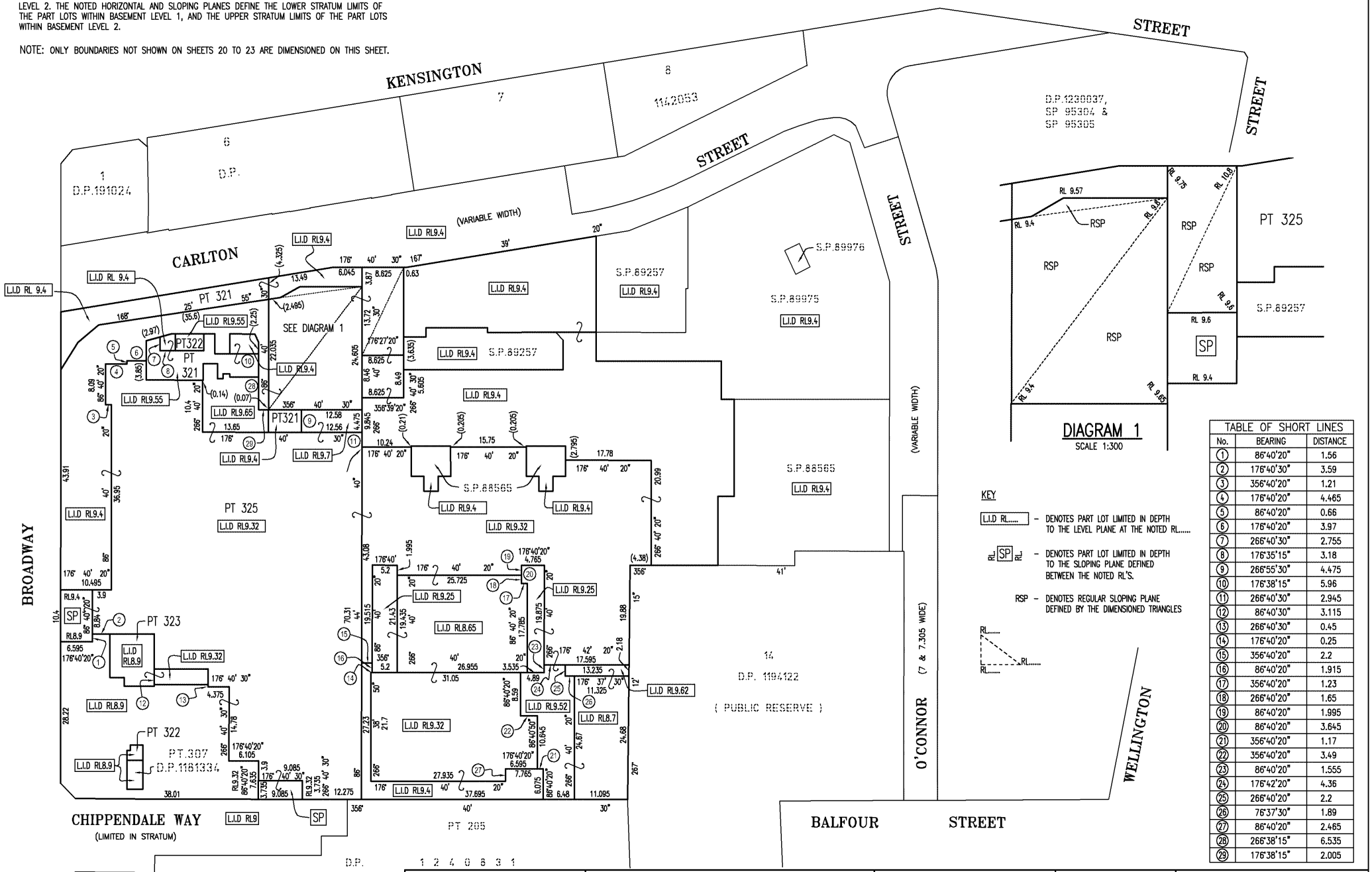

DIAGRAM 1
SCALE 1:300

KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL.....

RL SP RL – DENOTES PART LOT LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BETWEEN THE NOTED RL'S.

RSP – DENOTES REGULAR SLOPING PLANE DEFINED BY THE DIMENSIONED TRIANGLES

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	86°40'20"	1.56
2	176°40'30"	3.59
3	356°40'20"	1.21
4	176°40'20"	4.465
5	86°40'20"	0.66
6	176°40'20"	3.97
7	266°40'30"	2.755
8	176°35'15"	3.18
9	266°55'30"	4.475
10	176°38'15"	5.96
11	266°40'30"	2.945
12	86°40'30"	3.115
13	266°40'30"	0.45
14	176°40'20"	0.25
15	356°40'20"	2.2
16	86°40'20"	1.915
17	356°40'20"	1.23
18	266°40'20"	1.65
19	86°40'20"	1.995
20	86°40'20"	3.645
21	356°40'20"	1.17
22	356°40'20"	3.49
23	86°40'20"	1.555
24	176°42'20"	4.36
25	266°40'20"	2.2
26	76°37'30"	1.89
27	86°40'20"	2.465
28	266°38'15"	6.535
29	176°38'15"	2.005

Surveyor:	TASY MORAITIS
Date of Survey:	30/11/2017
Surveyor's Ref:	2150815 –SUB–TM

PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

LGA:	SYDNEY
Locality:	CHIPPENDALE
Subdivision No:	30/2018

Lengths are in metres. Reduction Ratio 1:500(A2)

REGISTERED 01.10.2019

DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 24 B1 (HBD).dwg

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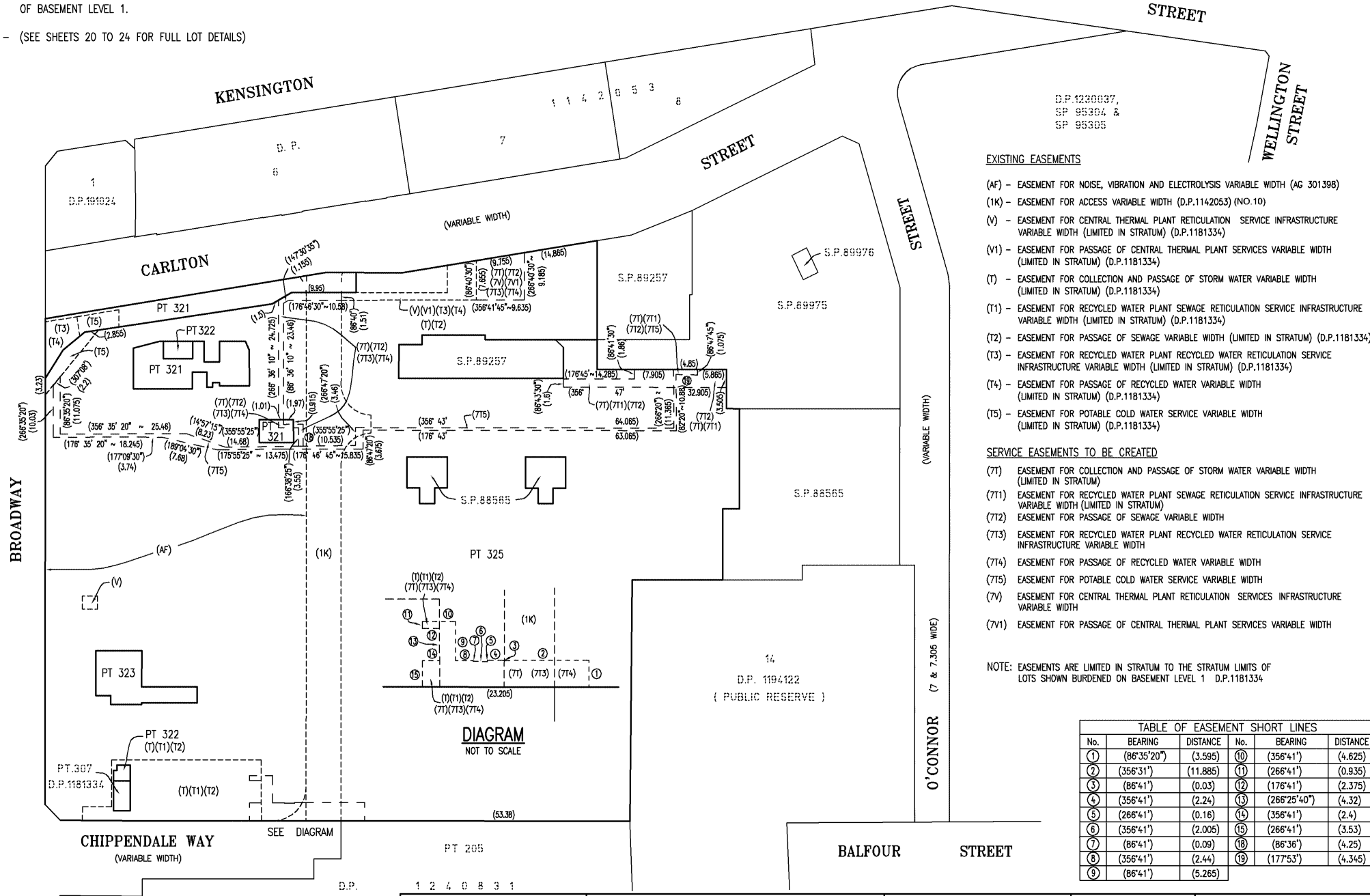
BASEMENT LEVEL 1– ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENTS

- THE EASEMENTS DEFINED ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 1.
- (SEE SHEETS 20 TO 24 FOR FULL LOT DETAILS)

M.G.A.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORM WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T5) – EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

SERVICE EASEMENTS TO BE CREATED

(7T) EASEMENT FOR COLLECTION AND PASSAGE OF STORM WATER VARIABLE WIDTH (LIMITED IN STRATUM)
(7T1) EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(7T2) EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
(7T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(7T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
(7T5) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH
(7V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICES INFRASTRUCTURE VARIABLE WIDTH
(7V1) EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH

NOTE: EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LOTS SHOWN BURDENED ON BASEMENT LEVEL 1 D.P.1181334

TABLE OF EASEMENT SHORT LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	(86°35'20")	(3.595)	10	(356°41')	(4.625)
2	(356°31')	(11.885)	11	(266°41')	(0.935)
3	(86°41')	(0.03)	12	(176°41')	(2.375)
4	(356°41')	(2.24)	13	(266°25'40")	(4.32)
5	(266°41')	(0.16)	14	(356°41')	(2.4)
6	(356°41')	(2.005)	15	(266°41')	(3.53)
7	(86°41')	(0.09)	18	(86°36')	(4.25)
8	(356°41')	(2.44)	19	(177°53')	(4.345)
9	(86°41')	(5.265)			

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 25 B1 EASE.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:25 of 57
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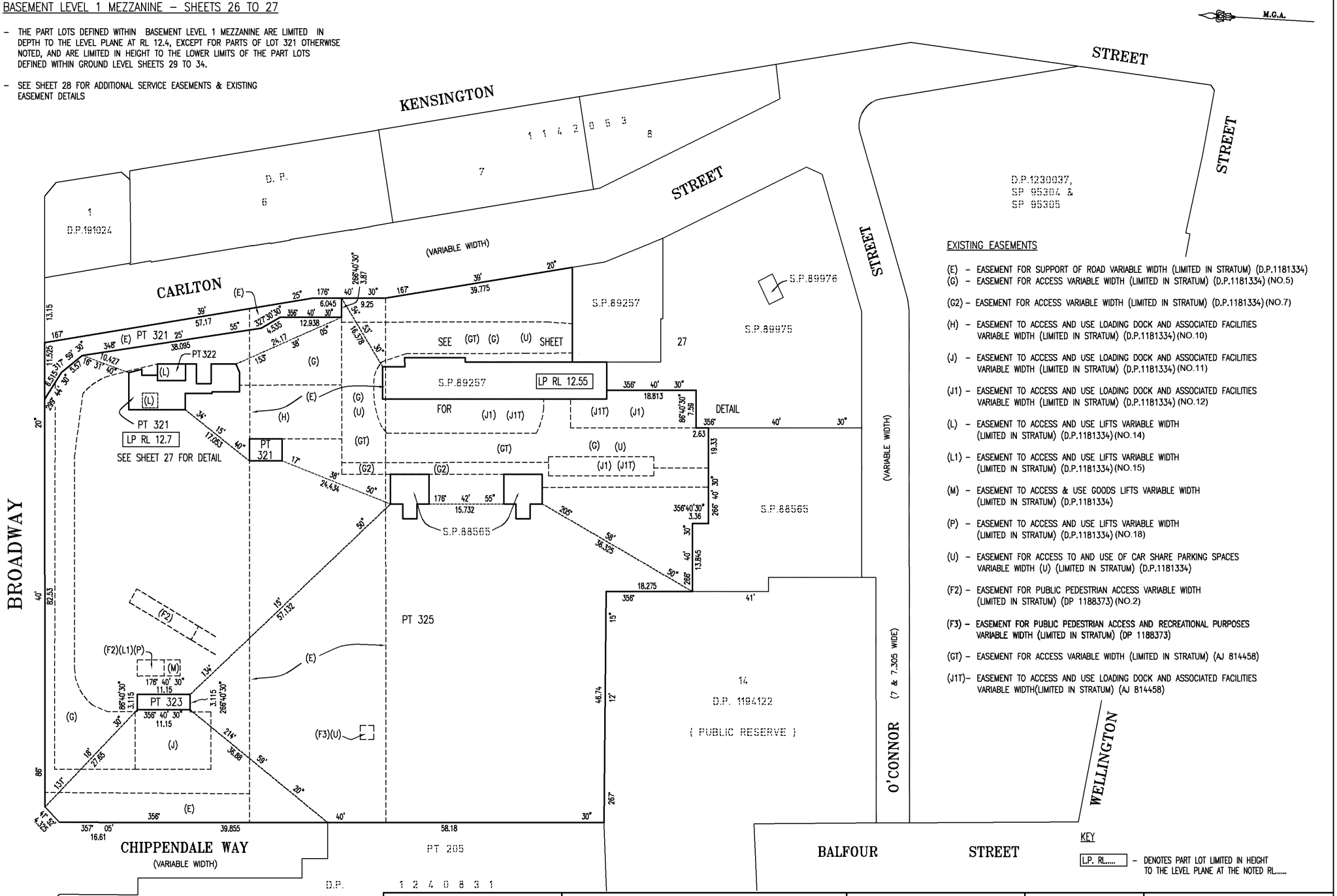
BASEMENT LEVEL 1 MEZZANINE – SHEETS 26 TO 27

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 12.4, EXCEPT FOR PARTS OF LOT 321 OTHERWISE NOTED, AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN GROUND LEVEL SHEETS 29 TO 34.
- SEE SHEET 28 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS



EXISTING EASEMENTS

(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.7)

(H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.10)

(J) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.11)

(J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.12)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(M) – EASEMENT TO ACCESS & USE GOODS LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM) (D.P.1181334)

(F2) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1188373) (NO.2)

(F3) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS AND RECREATIONAL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1188373)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

(J1T) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH(LIMITED IN STRATUM) (AJ 814458)

KEY

L.P. RL..... – DENOTES PART LOT LIMITED IN HEIGHT TO THE LEVEL PLANE AT THE NOTED RL.....

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 26 B1 MEZZ.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:26 of 57
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BASEMENT LEVEL 1 MEZZANINE – SHEETS 26 TO 27

- THE PART LOTS DEFINED WITHIN BASEMENT LEVEL 1 MEZZANINE ARE LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 12.4, EXCEPT FOR PART OF LOT 301 OTHERWISE NOTED, AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN GROUND LEVEL SHEETS 29 TO 34.
- SEE SHEET 28 FOR ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENT DETAILS

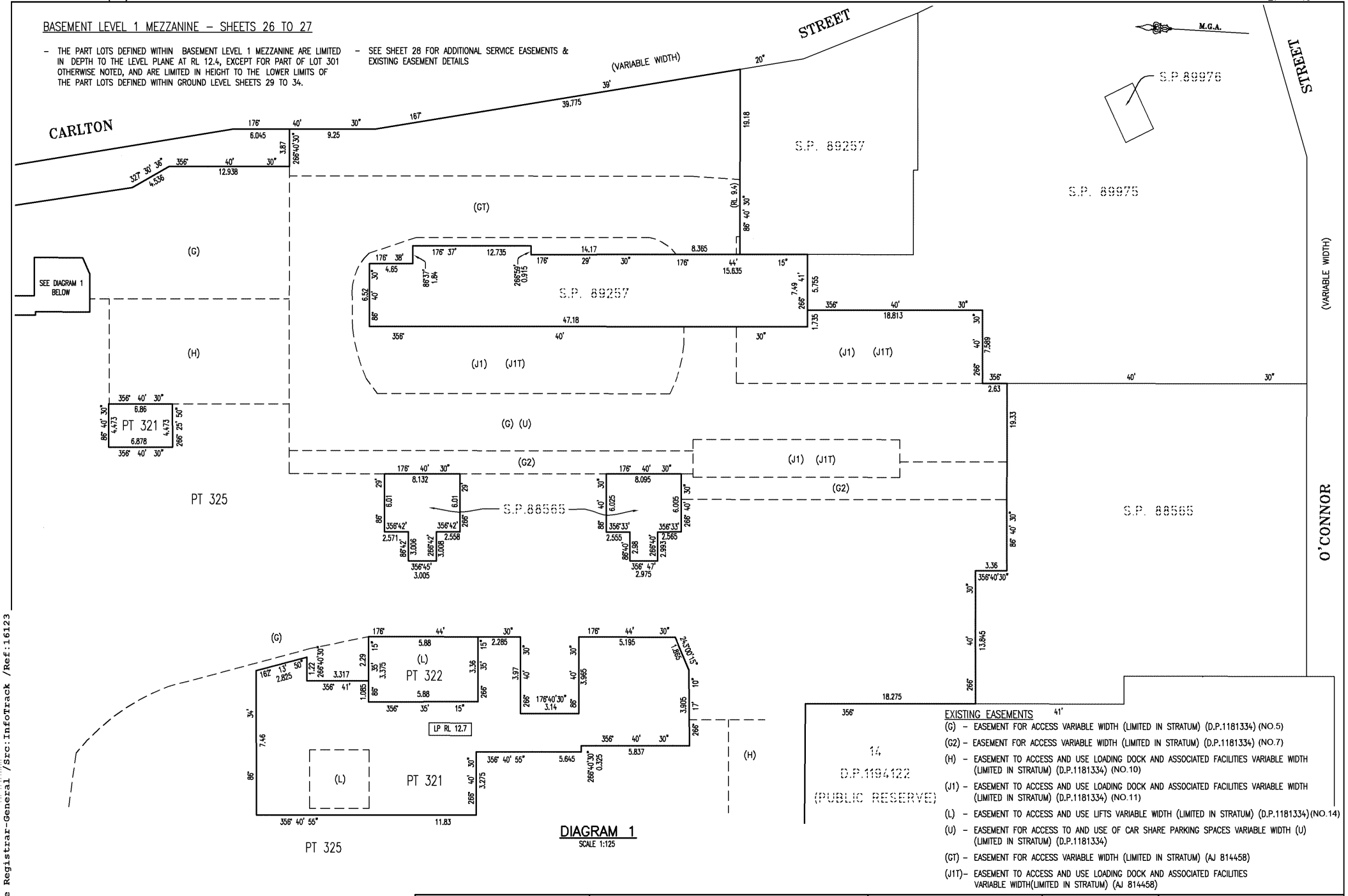

DIAGRAM 1
SCALE 1:125

KEY

LP. RL..... – DENOTES PART LOT LIMITED IN HEIGHT TO THE LEVEL PLANE AT THE NOTED RL.....

EXISTING EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(G2) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.7)

(H) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.10)

(J1) – EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.11)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)(NO.14)

(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM) (D.P.1181334)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

(J1T)– EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH(LIMITED IN STRATUM) (AJ 814458)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 27 B1 MEZZ.dwg

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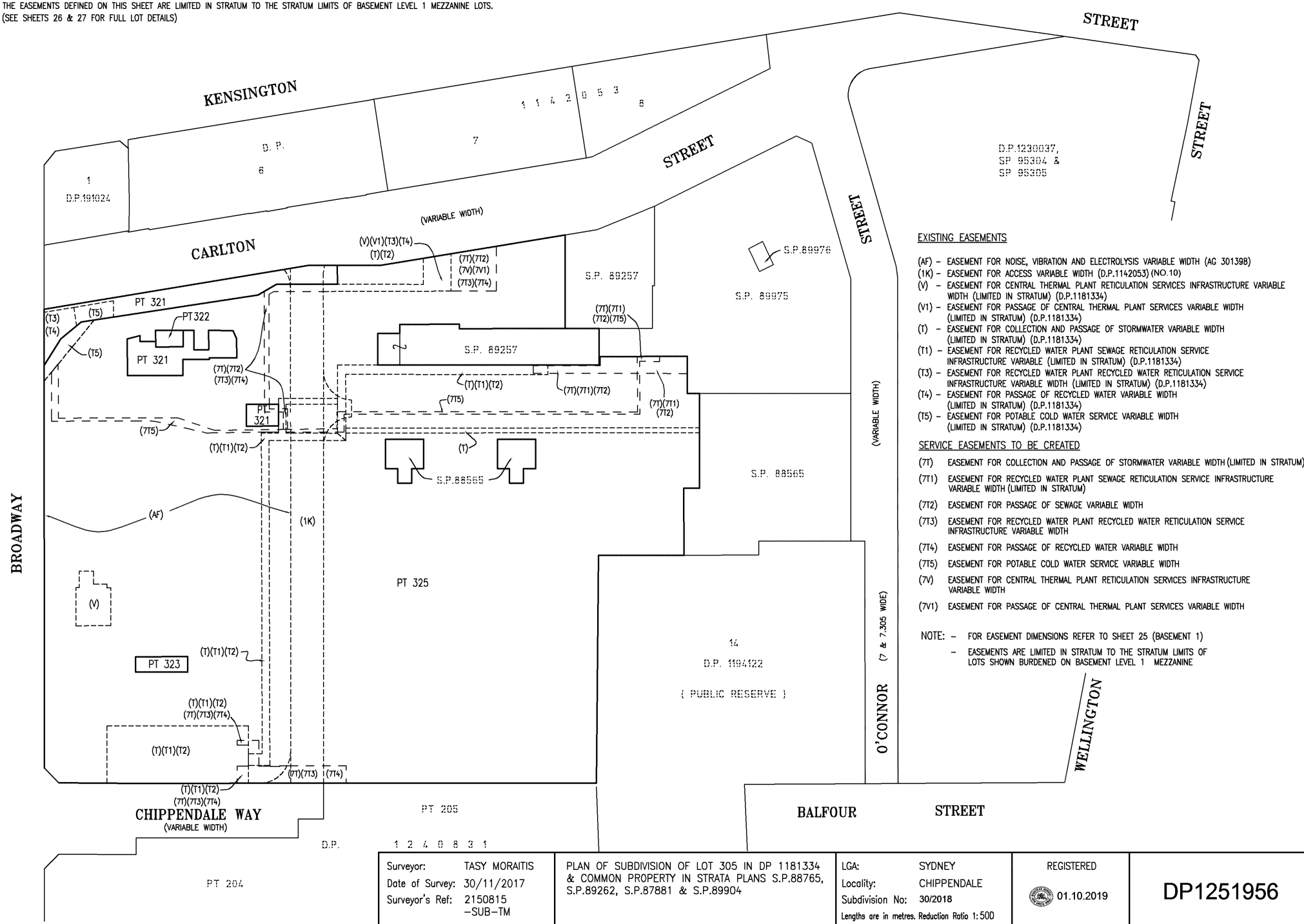
BASEMENT LEVEL 1 MEZZANINE – ADDITIONAL SERVICE EASEMENTS & EXISTING EASEMENTS

THE EASEMENTS DEFINED ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT LEVEL 1 MEZZANINE LOTS.
(SEE SHEETS 26 & 27 FOR FULL LOT DETAILS)

M.G.A.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICES INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T1) – EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE (LIMITED IN STRATUM) (D.P.1181334)
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T5) – EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

SERVICE EASEMENTS TO BE CREATED

(7T) EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)
(7T1) EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(7T2) EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
(7T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(7T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
(7T5) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH
(7V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICES INFRASTRUCTURE VARIABLE WIDTH
(7V1) EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH

NOTE: – FOR EASEMENT DIMENSIONS REFER TO SHEET 25 (BASEMENT 1)
– EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LOTS SHOWN BURDENED ON BASEMENT LEVEL 1 MEZZANINE

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 28 B1 MEZZ EASE.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:28 of 57
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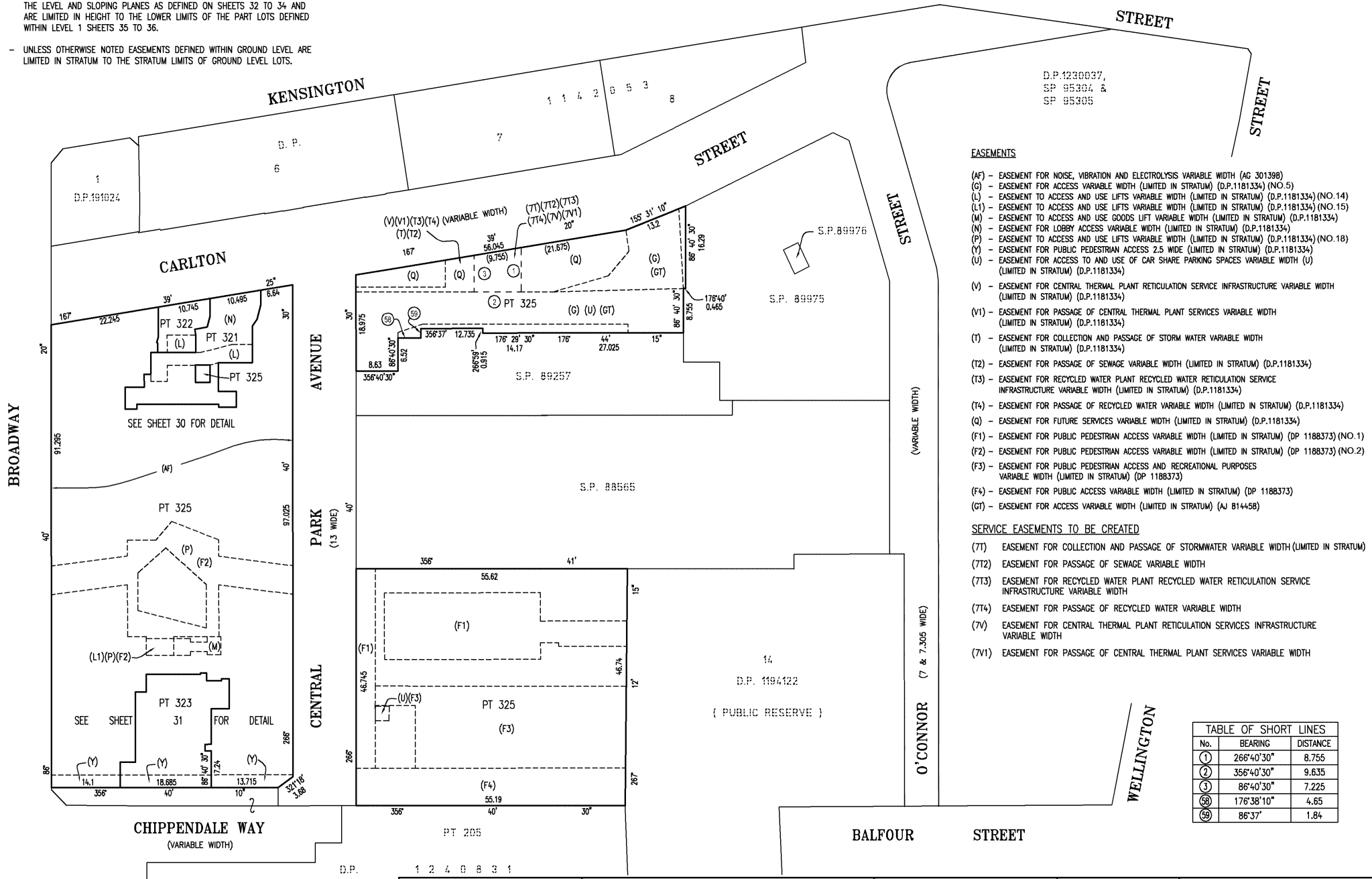
GROUND LEVEL – SHEETS 29 TO 31

- THE PART LOTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES AS DEFINED ON SHEETS 32 TO 34 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 1 SHEETS 35 TO 36.
- UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF GROUND LEVEL LOTS.



EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)
(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)
(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)
(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)
(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(N) – EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)
(Y) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE (LIMITED IN STRATUM) (D.P.1181334)
(U) – EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM) (D.P.1181334)
(V) – EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(V1) – EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T) – EASEMENT FOR COLLECTION AND PASSAGE OF STORM WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T2) – EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T3) – EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(T4) – EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(Q) – EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)
(F1) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1188373) (NO.1)
(F2) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1188373) (NO.2)
(F3) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS AND RECREATIONAL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1188373)
(F4) – EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1188373)
(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

SERVICE EASEMENTS TO BE CREATED

(7T) EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (LIMITED IN STRATUM)
(7T2) EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH
(7T3) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH
(7T4) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH
(7V) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICES INFRASTRUCTURE VARIABLE WIDTH
(7V1) EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	266°40'30"	8.755
2	356°40'30"	9.635
3	86°40'30"	7.225
58	176°38'10"	4.65
59	86°37'	1.84

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956
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Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:29 of 57
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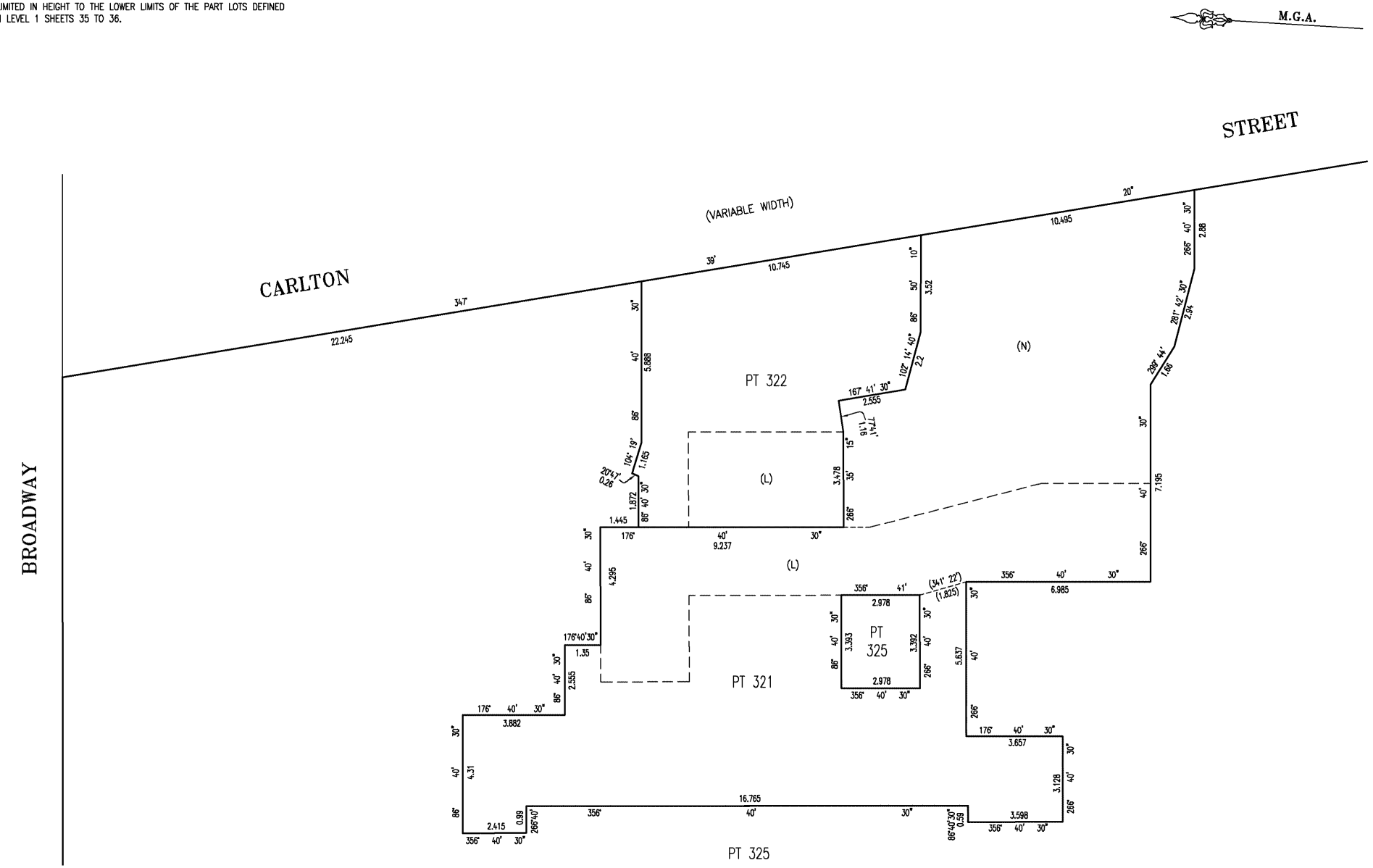
GROUND LEVEL – SHEETS 28 TO 30

– THE PART LOTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES AS DEFINED ON SHEETS 32 TO 34 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 1 SHEETS 35 TO 36.



EXISTING EASEMENTS

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(N) – EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:100	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 30 GROUND.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:30 of 57
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GROUND LEVEL – SHEETS 28 TO 30

– THE PART LOTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES AS DEFINED ON SHEETS 31 TO 33 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 1 SHEETS 34 TO 35.

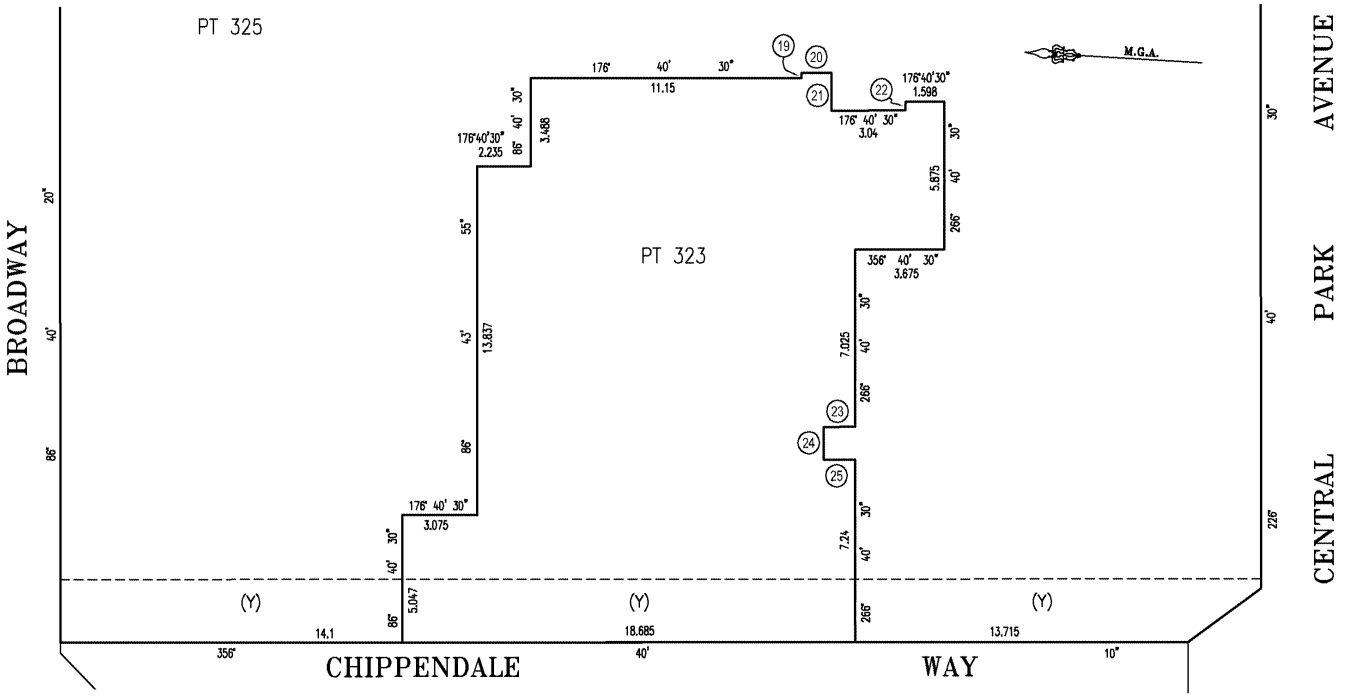

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
19	86°40'30"	0.205
20	176°40'30"	1.25
21	266°40'30"	1.49
22	86°40'30"	0.355
23	356°15'	1.305
24	266°37'	1.3
25	176°15'	1.305

EXISTING EASEMENTS

(Y) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE (LIMITED IN STRATUM) (D.P.1181334)

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1: 150	REGISTERED 01.10.2019	DP1251956

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:31 of 57
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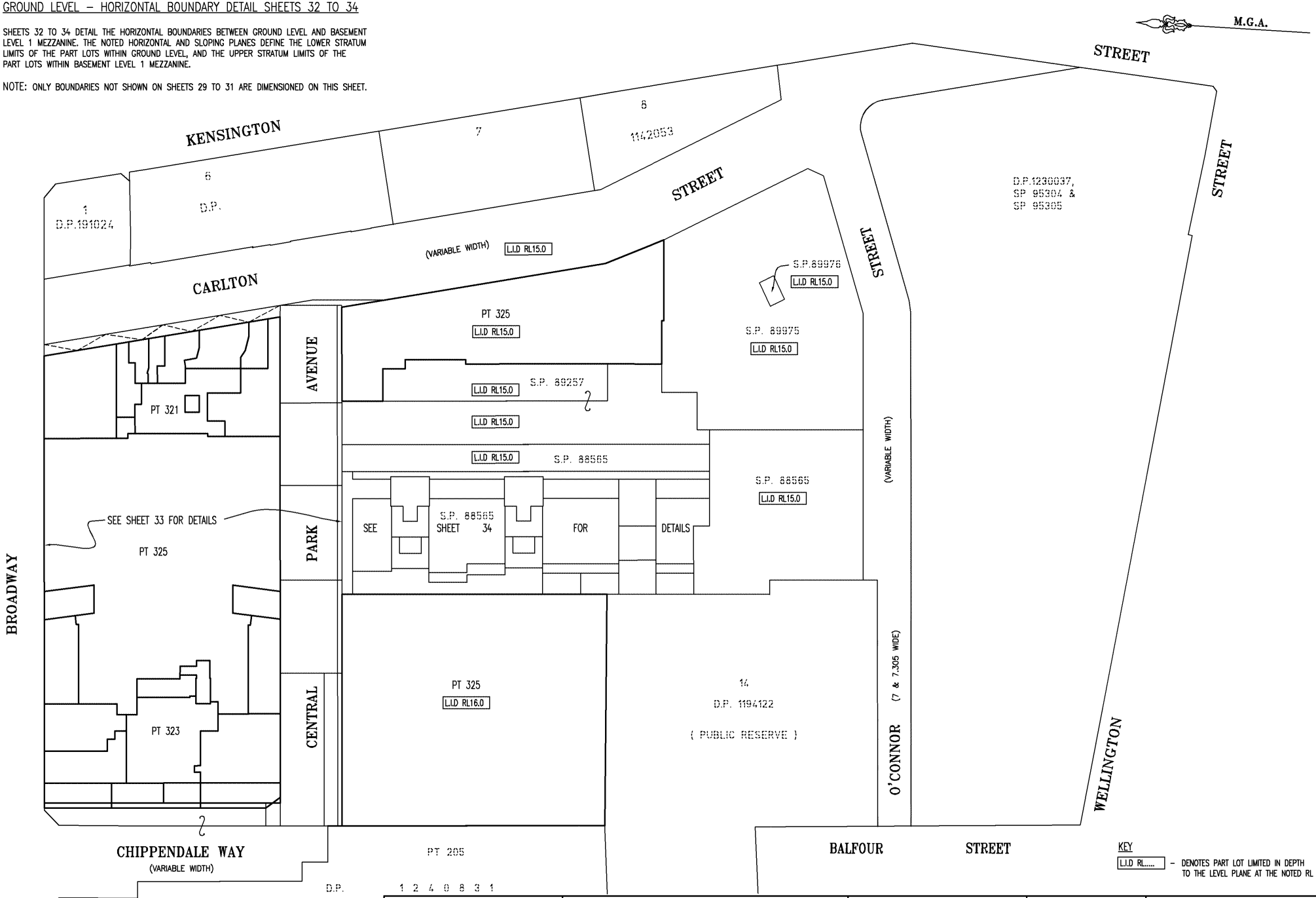
GROUND LEVEL – HORIZONTAL BOUNDARY DETAIL SHEETS 32 TO 34

SHEETS 32 TO 34 DETAIL THE HORIZONTAL BOUNDARIES BETWEEN GROUND LEVEL AND BASEMENT LEVEL 1 MEZZANINE. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN GROUND LEVEL, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1 MEZZANINE.

NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 29 TO 31 ARE DIMENSIONED ON THIS SHEET.



KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 32 GROUND (HBD).dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:32 of 57
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GROUND LEVEL – HORIZONTAL BOUNDARY DETAIL SHEETS 32 TO 34

SHEETS 32 TO 34 DETAIL THE HORIZONTAL BOUNDARIES BETWEEN GROUND LEVEL AND BASEMENT LEVEL 1 MEZZANINE. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN GROUND LEVEL, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1 MEZZANINE.

NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 29 TO 31 ARE DIMENSIONED ON THIS SHEET.

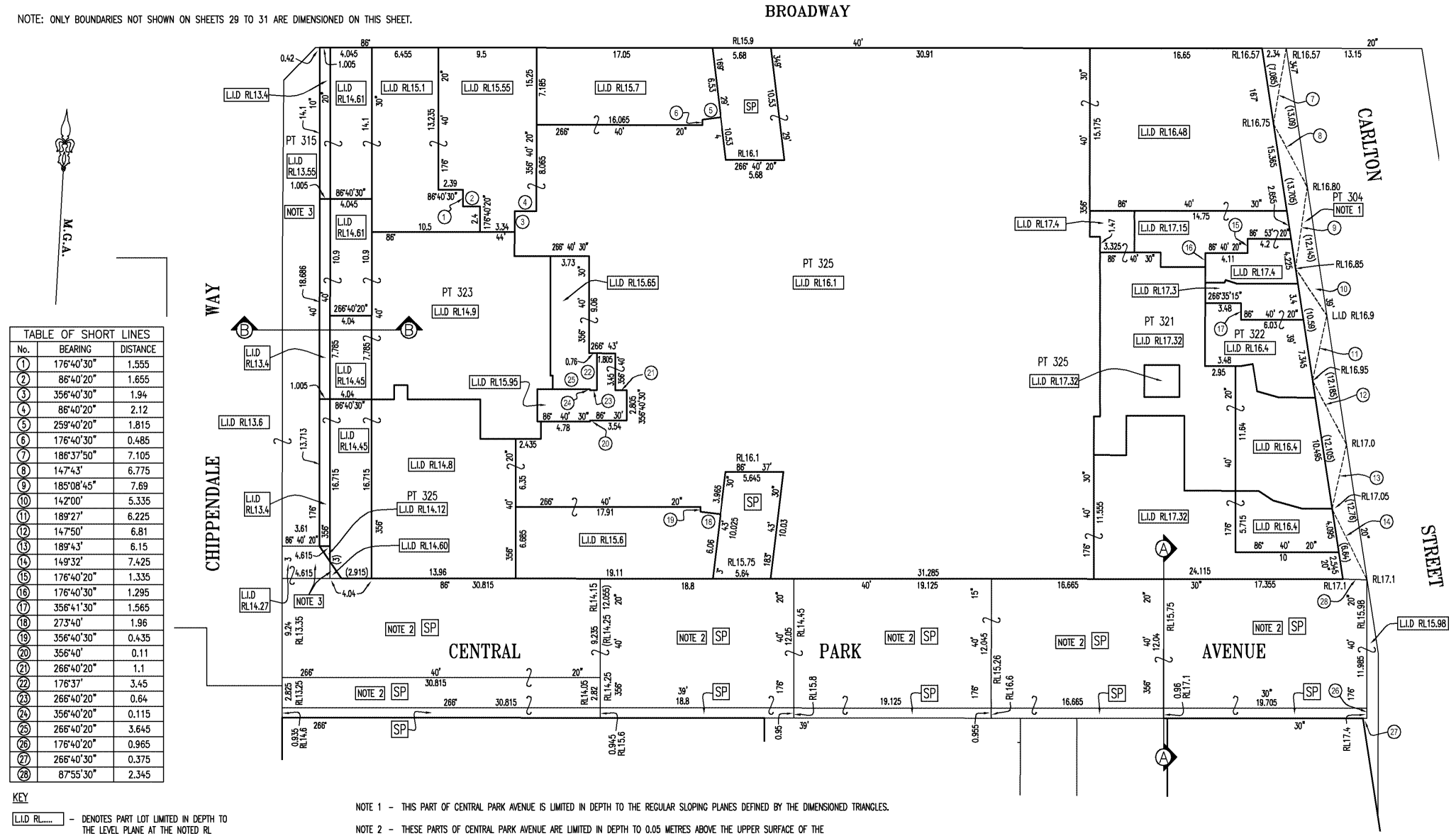

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(1)	176°40'30"	1.555
(2)	86°40'20"	1.655
(3)	356°40'30"	1.94
(4)	86°40'20"	2.12
(5)	259°40'20"	1.815
(6)	176°40'30"	0.485
(7)	186°37'50"	7.105
(8)	147°43'	6.775
(9)	185°08'45"	7.69
(10)	142°00'	5.335
(11)	189°27'	6.225
(12)	147°50'	6.81
(13)	189°43'	6.15
(14)	149°32'	7.425
(15)	176°40'20"	1.335
(16)	176°40'30"	1.295
(17)	356°41'30"	1.565
(18)	273°40'	1.96
(19)	356°40'30"	0.435
(20)	356°40'	0.11
(21)	266°40'20"	1.1
(22)	176°37'	3.45
(23)	266°40'20"	0.64
(24)	356°40'20"	0.115
(25)	266°40'20"	3.645
(26)	176°40'20"	0.965
(27)	266°40'30"	0.375
(28)	87°55'30"	2.345

KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SP – DENOTES PART LOT LIMITED IN DEPTH TO THE SLOPING DEFINED BETWEEN THE NOTED RL'S.

RL..... RL..... RL..... – DENOTES PT LOT LIMITED IN DEPTH TO THE REGULAR SLOPING PLANE DEFINED BY THE DIMENSIONED TRIANGLE.

NOTE 1 – THIS PART OF CENTRAL PARK AVENUE IS LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES DEFINED BY THE DIMENSIONED TRIANGLES.

NOTE 2 – THESE PARTS OF CENTRAL PARK AVENUE ARE LIMITED IN DEPTH TO 0.05 METRES ABOVE THE UPPER SURFACE OF THE MEMBRANE COATED BASE ROAD SLAB, AS DEFINED BY THE NOTED SLOPING PLANES – SEE SECTION A–A SHEET 34

NOTE 3 – THESE PARTS OF CHIPPENDALE WAY AND CENTRAL PARK AVENUE ARE LIMITED IN DEPTH TO 0.05 METERS ABOVE THE UPPER SURFACE OF THE MEMBRANE COATED BASE SLAB, AS DEFINED BY THE NOTED LEVEL PLANES – SEE SECTION B–B SHEET 34

SEE SHEET 34 FOR SECTIONS 'A–A' & 'B–B'

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1: 250(A2)	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 33 GROUND (HBD).dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:33 of 57
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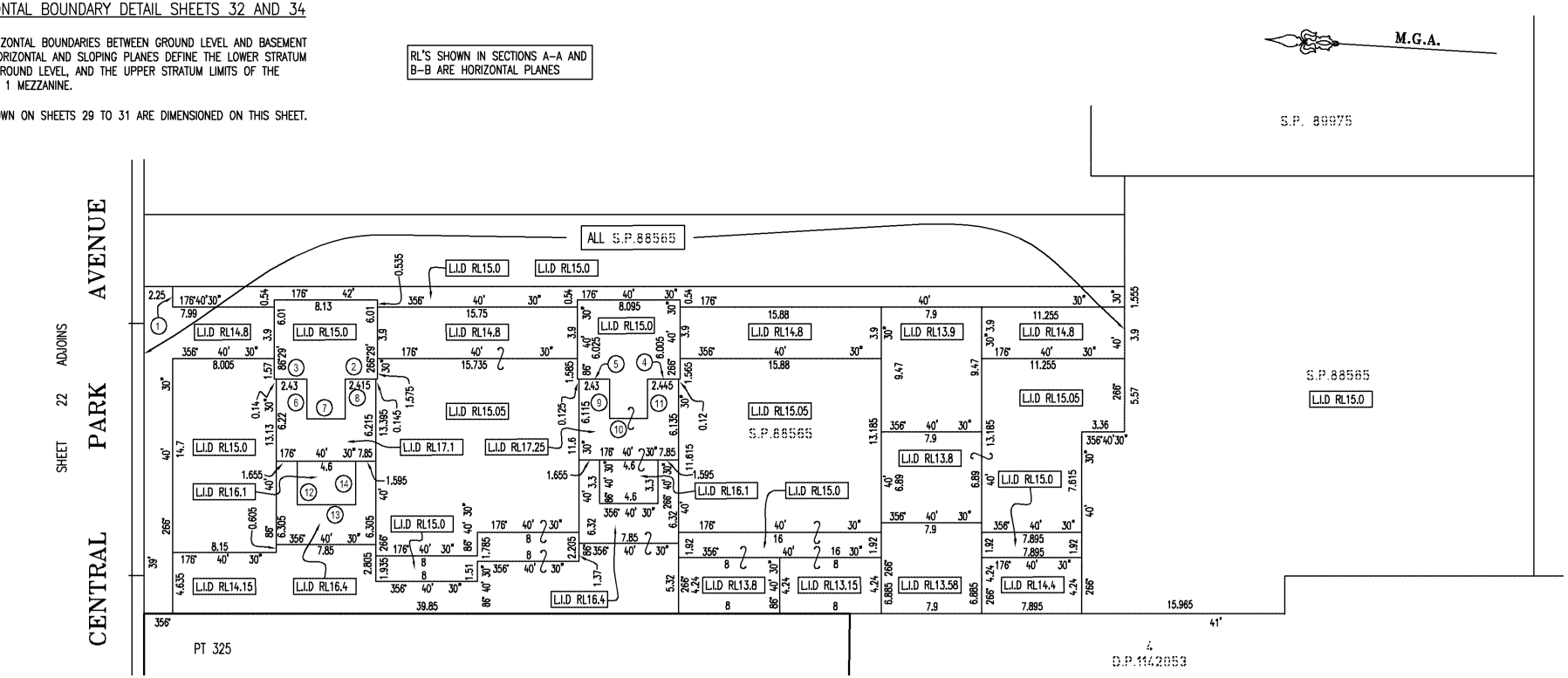
GROUND LEVEL – HORIZONTAL BOUNDARY DETAIL SHEETS 32 AND 34

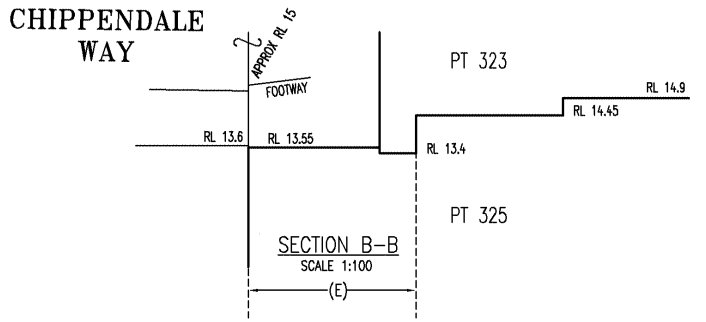
SHEETS 32 TO 34 DETAIL THE HORIZONTAL BOUNDARIES BETWEEN GROUND LEVEL AND BASEMENT LEVEL 1 MEZZANINE. THE NOTED HORIZONTAL AND SLOPING PLANES DEFINE THE LOWER STRATUM LIMITS OF THE PART LOTS WITHIN GROUND LEVEL, AND THE UPPER STRATUM LIMITS OF THE PART LOTS WITHIN BASEMENT LEVEL 1 MEZZANINE.

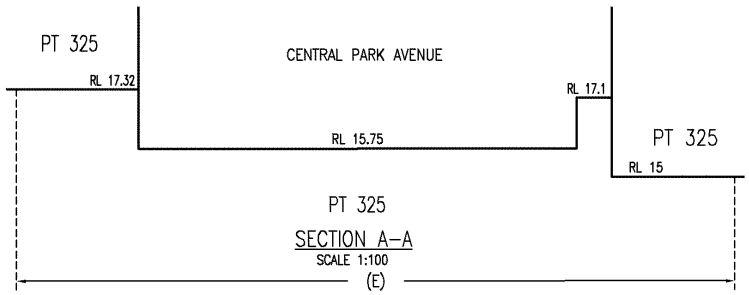
NOTE: ONLY BOUNDARIES NOT SHOWN ON SHEETS 29 TO 31 ARE DIMENSIONED ON THIS SHEET.

RL'S SHOWN IN SECTIONS A–A AND B–B ARE HORIZONTAL PLANES

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(1)	266°40'30"	1.55
(2)	356°42'	2.56
(3)	356°42'	2.57
(4)	356°33	2.565
(5)	356°33	2.555
(6)	86°42'	3.005
(7)	356°45'	3.005
(8)	266°42'	3.01
(9)	86°40'	2.98
(10)	356°47'	2.975
(11)	266°40'	2.995
(12)	86°40'30"	3.3
(13)	356°40'30"	4.6
(14)	266°40'30"	3.3







(E) – EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1181334)

Surveyor:	TASY MORAITIS
Date of Survey:	30/11/2017
Surveyor's Ref:	2150815 –SUB–TM

PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

LGA:	SYDNEY
Locality:	CHIPPENDALE
Subdivision No:	30/2018

Lengths are in metres. Reduction Ratio 1:250(A2)

REGISTERED 01.10.2019

DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 34 GROUND (HBD).dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:34 of 57
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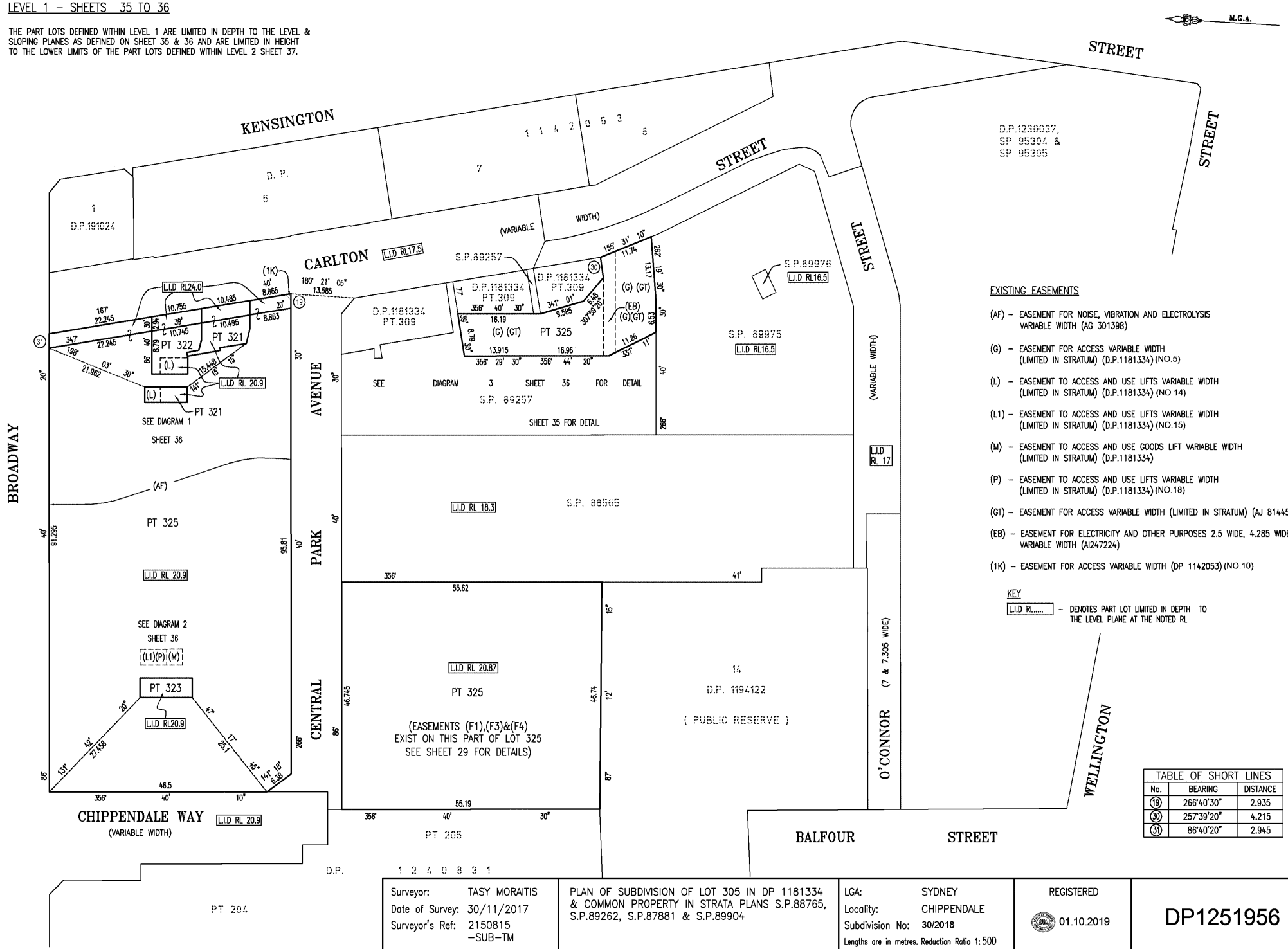
LEVEL 1 – SHEETS 35 TO 36

THE PART LOTS DEFINED WITHIN LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 35 & 36 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 2 SHEET 37.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

(EB) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 WIDE, 4.285 WIDE AND VARIABLE WIDTH (AI247224)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1142053) (NO.10)

KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
(19)	266°40'30"	2.935
(30)	257°39'20"	4.215
(31)	86°40'20"	2.945

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 35 LEVEL 1.dwg

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LEVEL 1 – SHEETS 35 TO 36

THE PART LOTS DEFINED WITHIN LEVEL 1 ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES AS DEFINED ON SHEET 35 & 36 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 2 SHEET 37.

M.G.A.

EXISTING EASEMENTS

(G) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.5)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

(GT) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ 814458)

(EB) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 WIDE, 4.285 WIDE AND VARIABLE WIDTH (AI247224)

KEY

L.I.D RL..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SP – DENOTES PART LOT LIMITED IN DEPTH TO THE SLOPING DEFINED BETWEEN THE NOTED RL's.

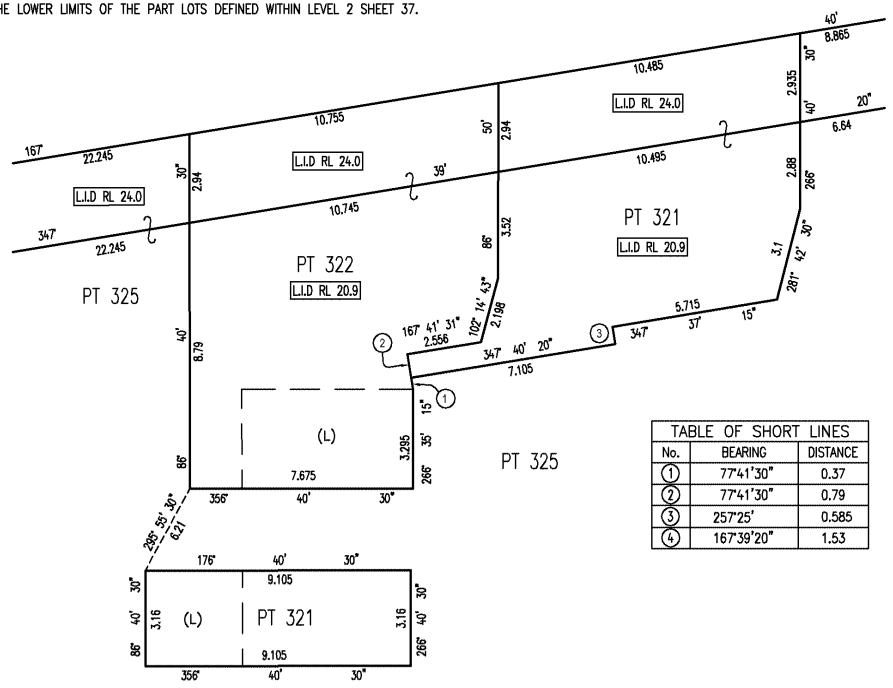

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	77°41'30"	0.37
2	77°41'30"	0.79
3	257°25'	0.585
4	167°39'20"	1.53

DIAGRAM 1
SCALE 1:125

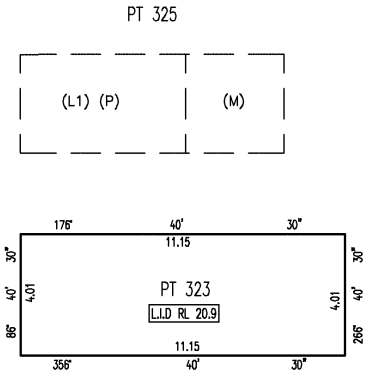

DIAGRAM 2
SCALE 1.125

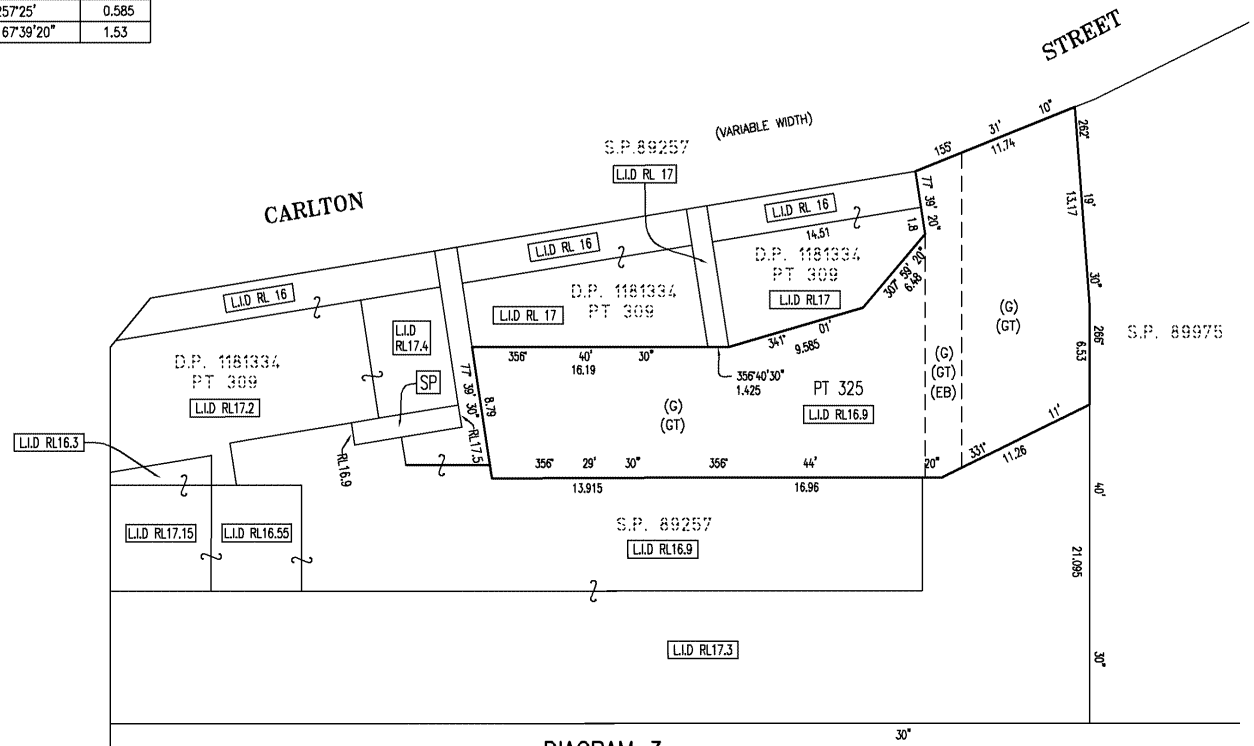

DIAGRAM 3
SCALE 1:250

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:AS SHOWN	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 36 LEVEL 1.dwg

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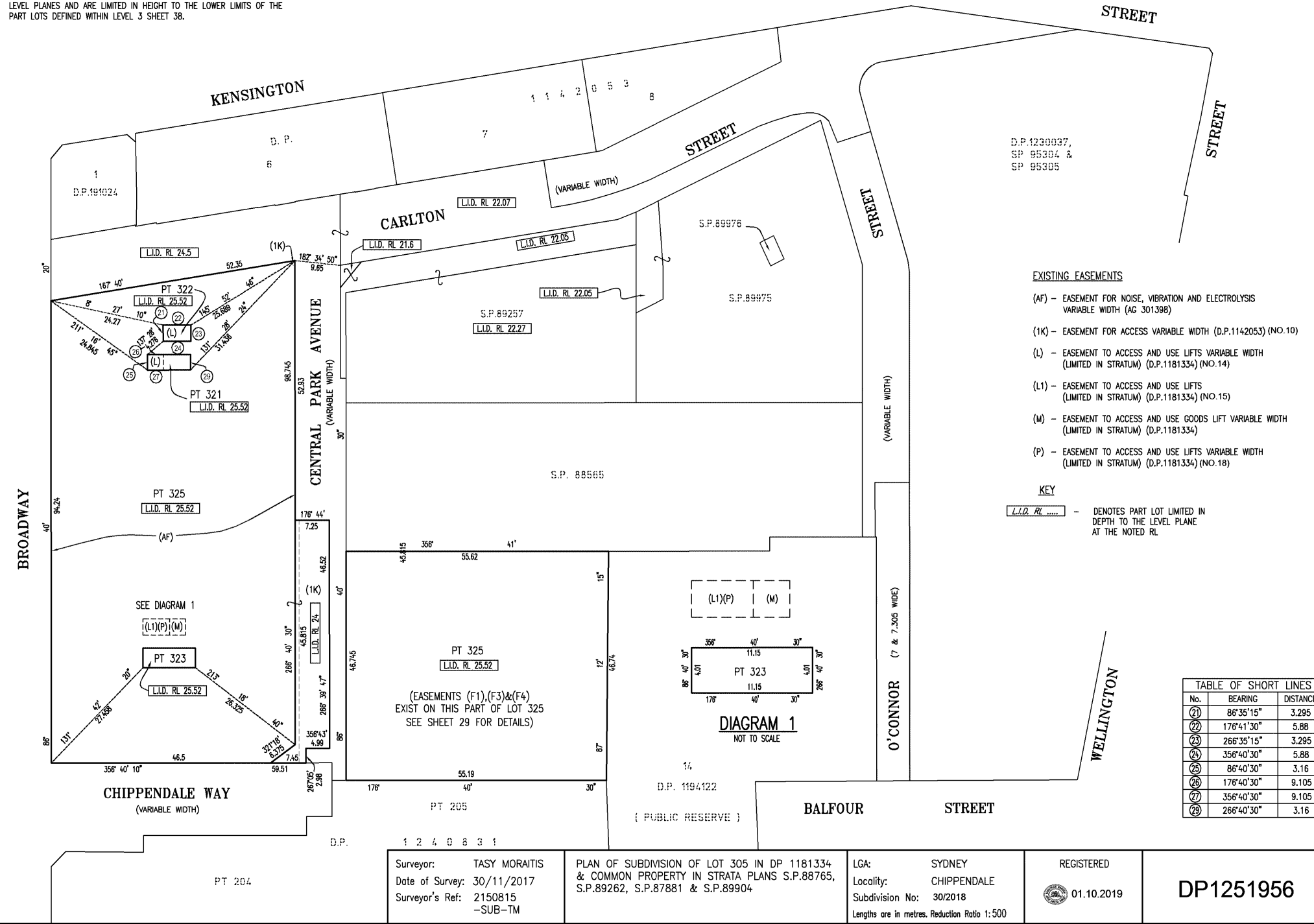
LEVEL 2 – SHEETS 37

THE PART LOTS DEFINED WITHIN LEVEL 2 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 3 SHEET 38.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
(21)	86°35'15"	3.295
(22)	176°41'30"	5.88
(23)	266°35'15"	3.295
(24)	356°40'30"	5.88
(25)	86°40'30"	3.16
(26)	176°40'30"	9.105
(27)	356°40'30"	9.105
(29)	266°40'30"	3.16

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 37 LEVEL 2.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:37 of 57
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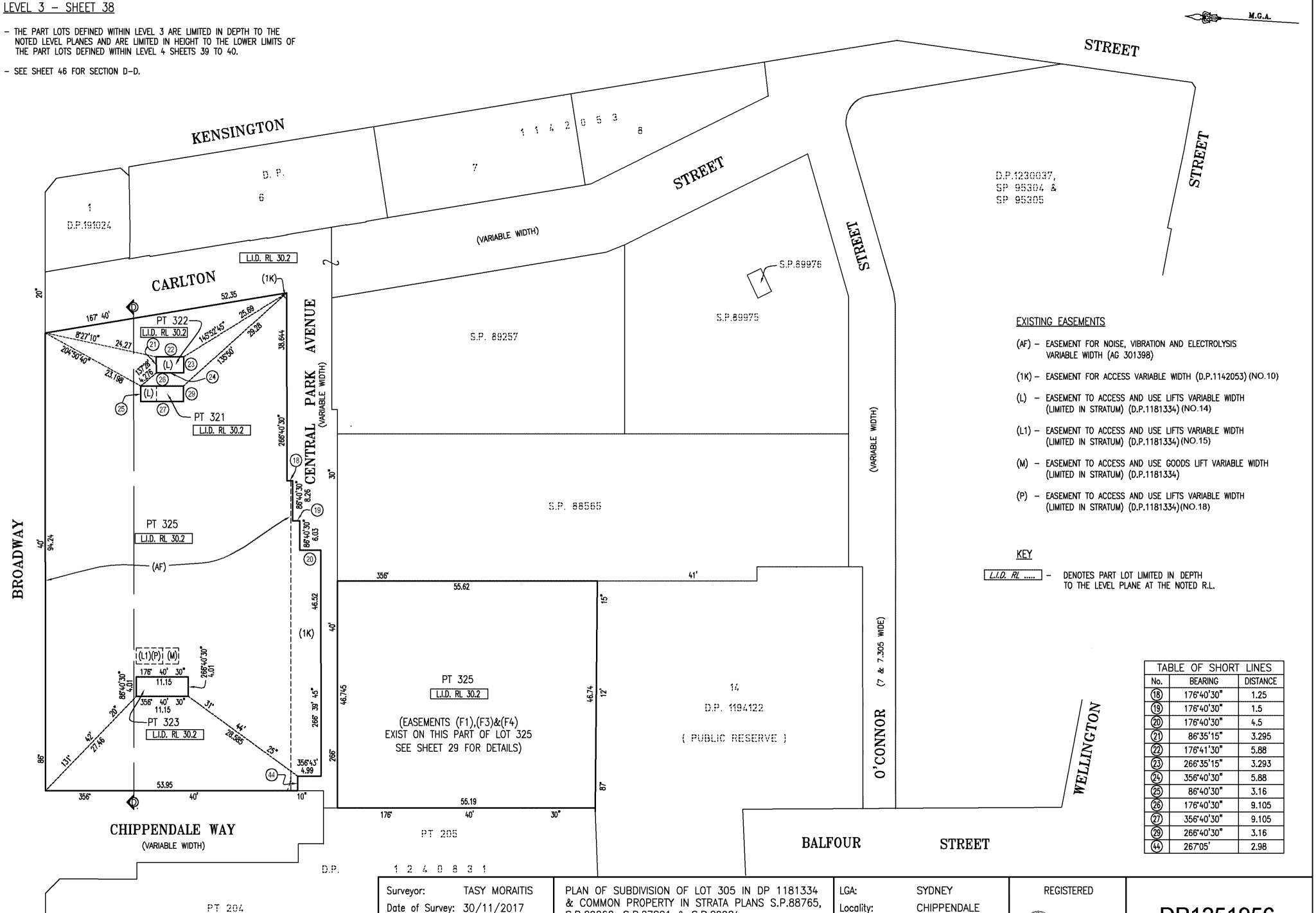
LEVEL 3 – SHEET 38

- THE PART LOTS DEFINED WITHIN LEVEL 3 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 4 SHEETS 39 TO 40.

- SEE SHEET 46 FOR SECTION D–D.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED R.L.

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
(18)	176°40'30"	1.25
(19)	176°40'30"	1.5
(20)	176°40'30"	4.5
(21)	86°35'15"	3.295
(22)	176°41'30"	5.88
(23)	266°35'15"	3.293
(24)	356°40'30"	5.88
(25)	86°40'30"	3.16
(26)	176°40'30"	9.105
(27)	356°40'30"	9.105
(29)	266°40'30"	3.16
(44)	267°05'	2.98

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 38 LEVEL 3.dwg

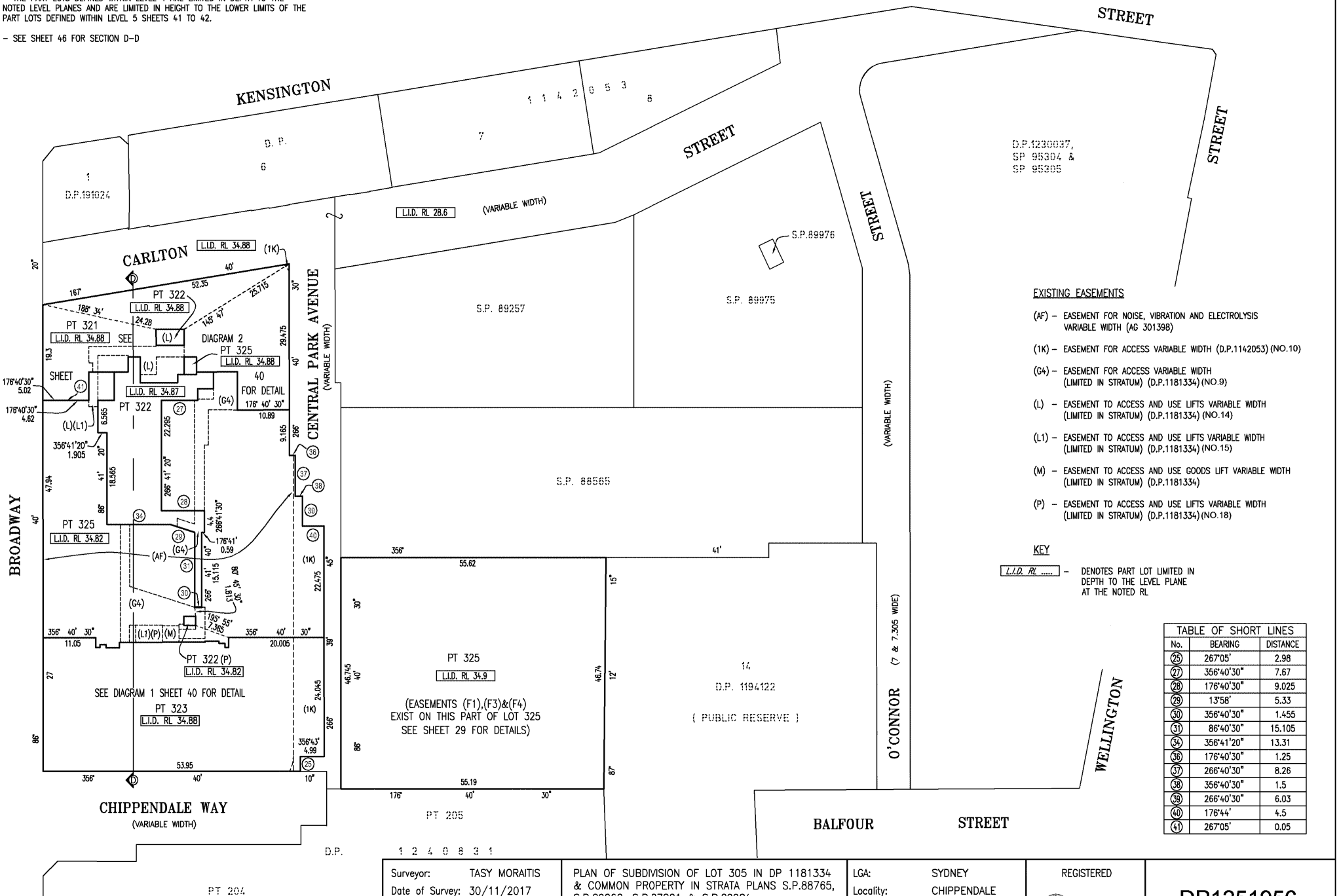
Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:38 of 57
© Office of the Registrar-General /Src:InfoTrack /Ref:16123

LEVEL 4 – SHEETS 39 TO 40

– THE PART LOTS DEFINED WITHIN LEVEL 4 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 5 SHEETS 41 TO 42.

– SEE SHEET 46 FOR SECTION D–D

M.G.A.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

(G4) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.9)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
25	267°05'	2.98
27	356°40'30"	7.67
28	176°40'30"	9.025
29	13°58'	5.33
30	356°40'30"	1.455
31	86°40'30"	15.105
34	356°41'20"	13.31
36	176°40'30"	1.25
37	266°40'30"	8.26
38	356°40'30"	1.5
39	266°40'30"	6.03
40	176°44'	4.5
41	267°05'	0.05

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 39 LEVEL 4.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:39 of 57
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LEVEL 4 – SHEETS 39 TO 40

– THE PART LOTS DEFINED WITHIN LEVEL 4 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED WITHIN LEVEL 5 SHEETS 41 TO 42.

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	356°40'	0.805
2	86°40'	0.795
3	356°40'	1.255
4	86°40'	0.48
5	266°40'	0.22
6	266°40'	1.09
7	86°40'	0.625
8	356°40'	1.295
9	266°40'	0.555
10	356°40'	0.865
11	86°40'	1.965
12	356°40'	2.44
13	86°40'	1.865
14	176°40'	2.44
15	266°40'	1.865

EXISTING EASEMENTS

(G4) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.9)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.14)

(L1) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.15)

(M) – EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334)

(P) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1181334) (NO.18)

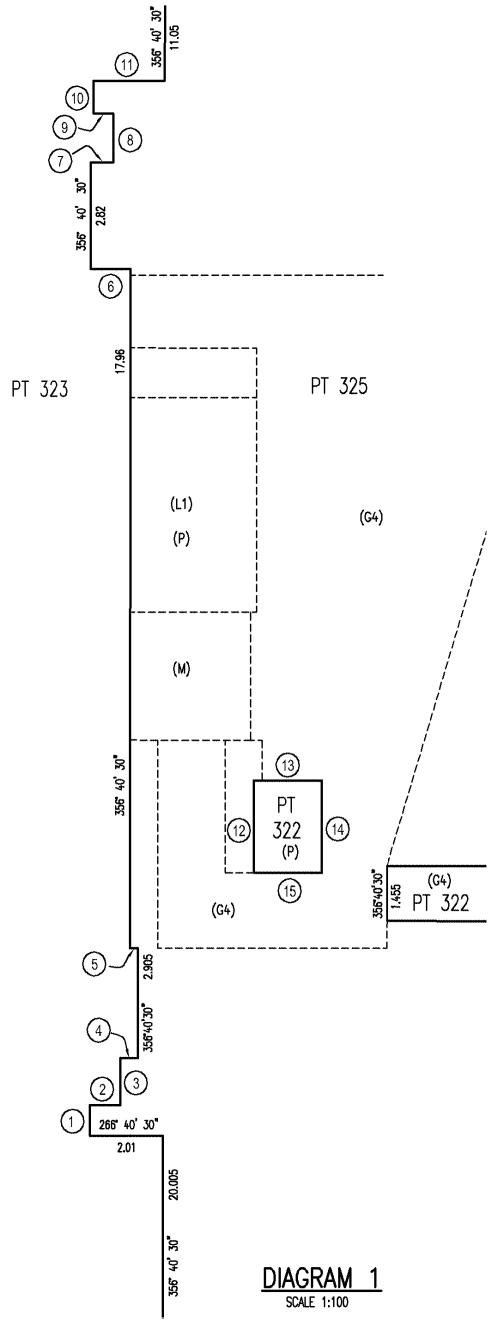

DIAGRAM 1
SCALE 1:100

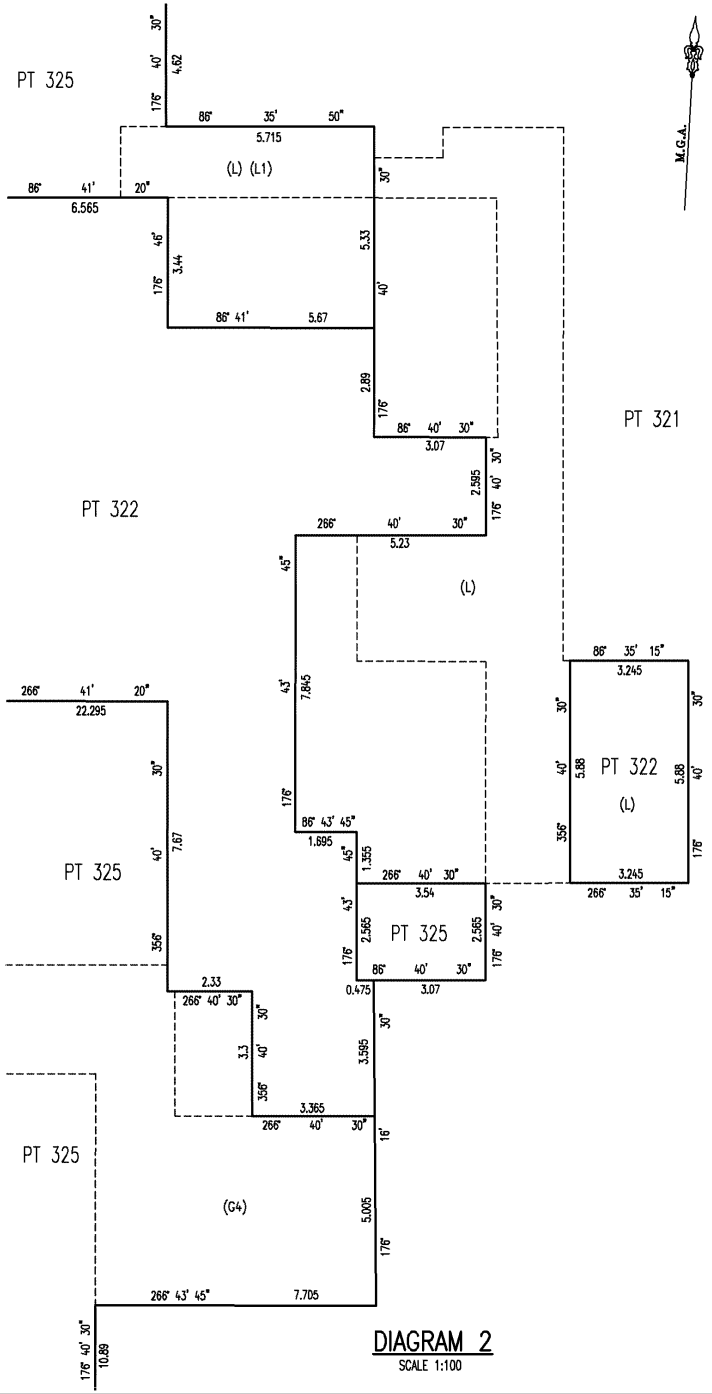

DIAGRAM 2
SCALE 1:100

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 01.10.2019	DP1251956

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LEVEL 5 – SHEETS 41 AND 42

- THE PART LOTS DEFINED WITHIN LEVEL 5 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED ON SHEET 43
- SEE SHEET 46 FOR SECTION D–D

M.G.A.

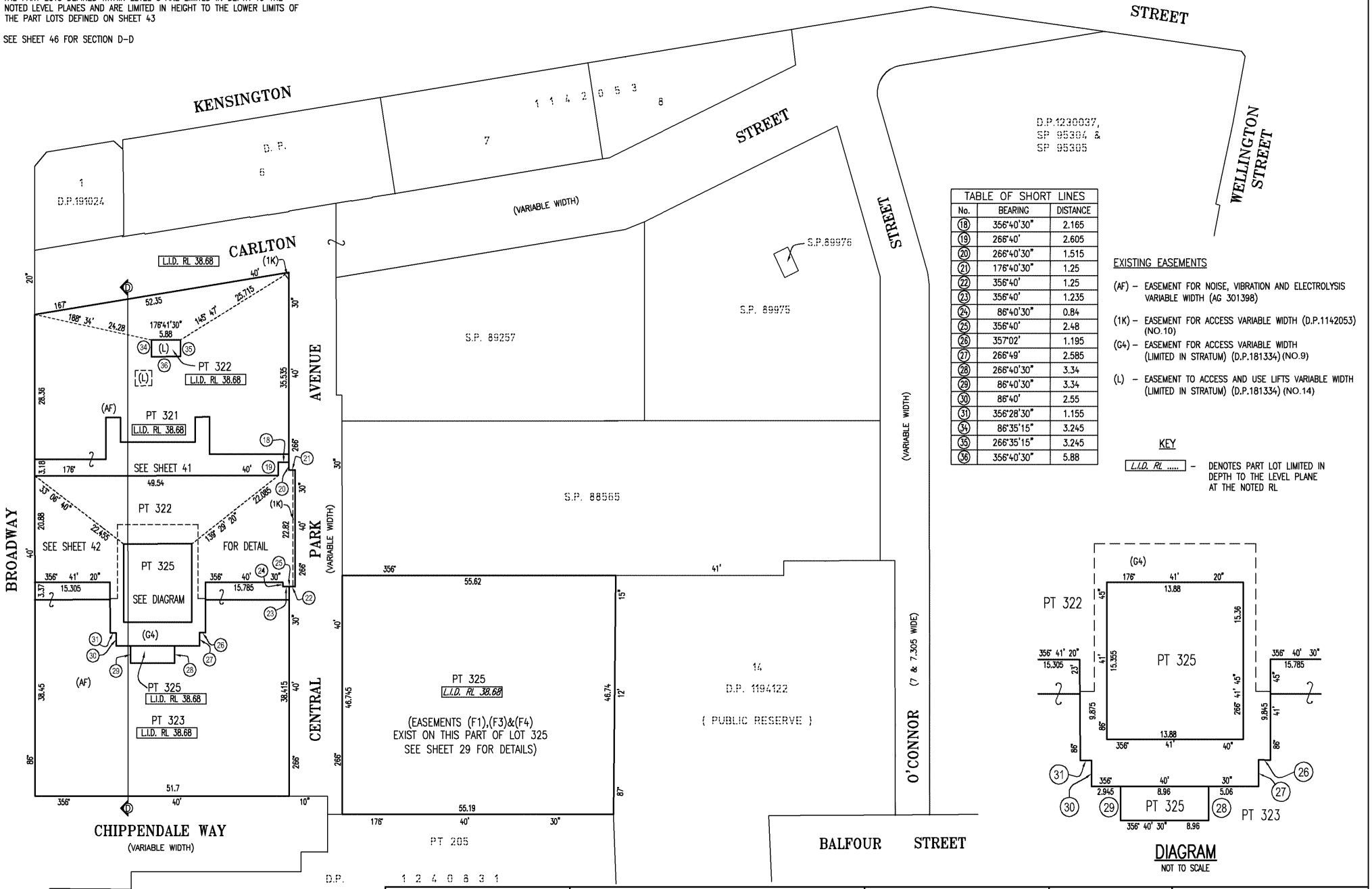

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
18	356°40'30"	2.165
19	266°40'	2.605
20	266°40'30"	1.515
21	176°40'30"	1.25
22	356°40'	1.25
23	356°40'	1.235
24	86°40'30"	0.84
25	356°40'	2.48
26	357°02'	1.195
27	266°49'	2.585
28	266°40'30"	3.34
29	86°40'30"	3.34
30	86°40'	2.55
31	356°28'30"	1.155
34	86°35'15"	3.245
35	266°35'15"	3.245
36	356°40'30"	5.88

EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

(G4) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.181334) (NO.9)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.181334) (NO.14)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

DIAGRAM
NOT TO SCALE

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 41 LEVEL 5.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:41 of 57
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LEVEL 5 – SHEETS 41 AND 42

- THE PART LOTS DEFINED WITHIN LEVEL 5 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED ON SHEET 43

- SEE SHEET 46 FOR SECTION D–D

NOTE:
ONLY BOUNDARIES NOT SHOWN ON SHEET 40 ARE DIMENSIONED ON THIS SHEET

M.G.A.

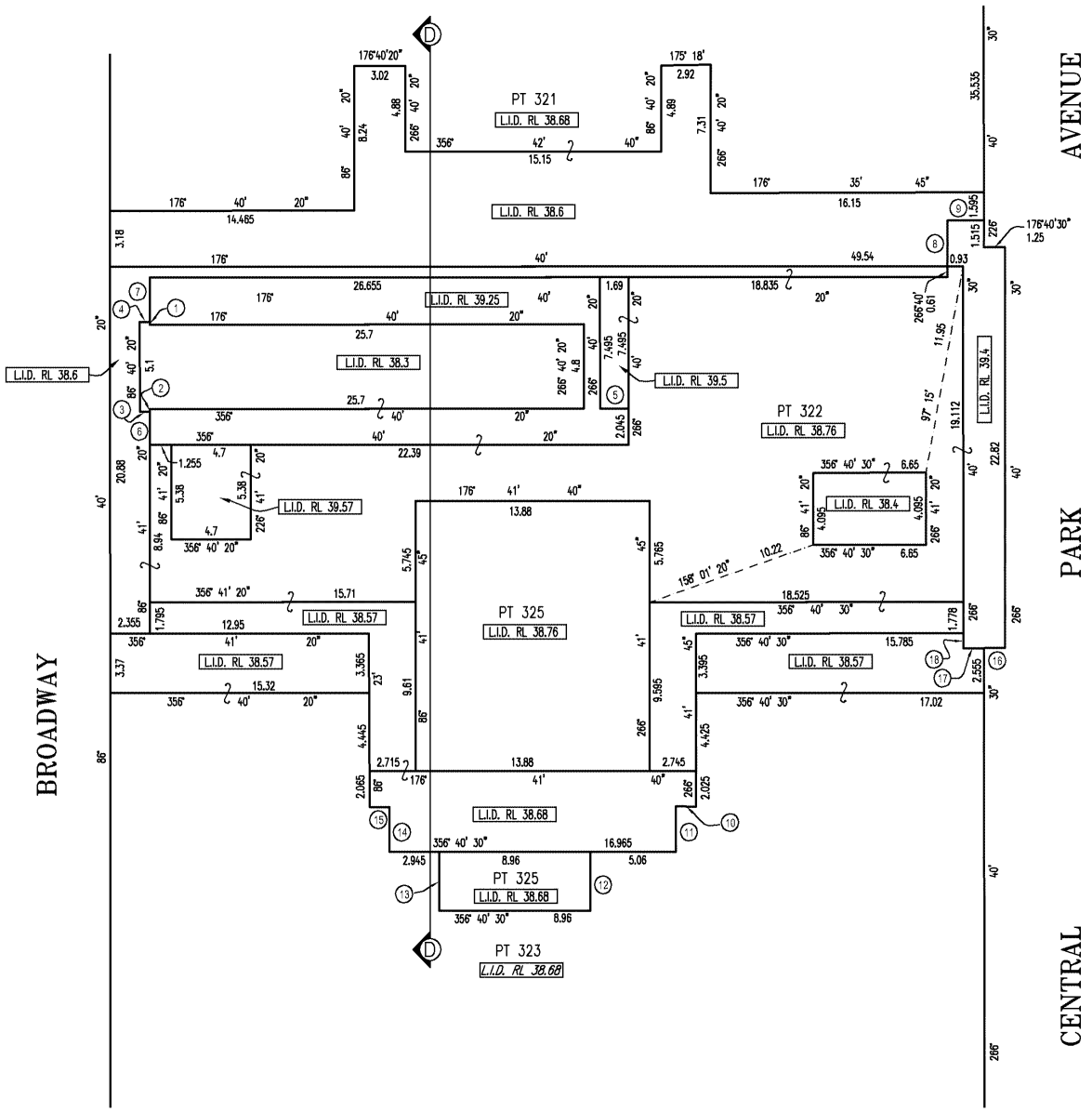

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(1)	266°40'	0.15
(2)	266°40'20"	0.15
(3)	356°40'20"	0.6
(4)	176°40'20"	0.6
(5)	356°40'20"	1.69
(6)	86°41'20"	1.895
(7)	86°40'	2.545
(8)	86°40'	2.605
(9)	176°40'30"	2.165
(10)	357°01'30"	1.195
(11)	266°49'	2.585
(12)	266°40'30"	3.34
(13)	86°40'30"	3.34
(14)	86°40'	2.55
(15)	356°28'30"	1.155
(16)	356°40'	1.25
(17)	356°40'	1.235
(18)	86°40'30"	0.84

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED R.L.

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 42 LEVEL 5.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:42 of 57
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LEVEL 6 TO LEVEL 28 – SHEET 43

THE PART LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES.

PART LOT 325 IS UNLIMITED IN HEIGHT.

PART LOTS 321,322 & 323 ARE LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 108.82, BEING LEVEL 28 OF THE CENTRAL PARK BUILDING.

SEE SHEET 46 FOR SECTION D–D

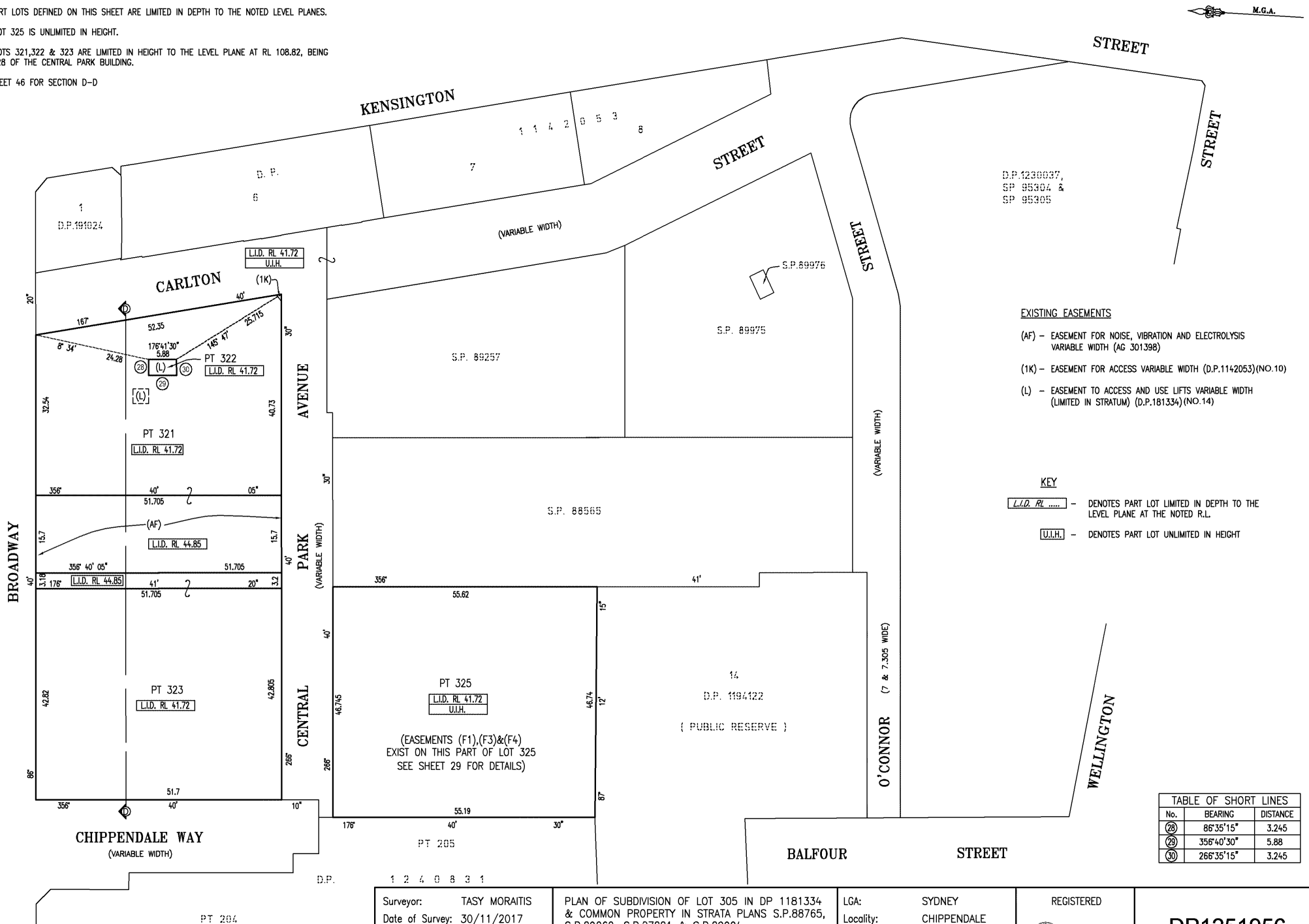

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(28)	86°35'15"	3.245
(29)	356°40'30"	5.88
(30)	266°35'15"	3.245

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 43 LEVEL 6–20_28.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:43 of 57
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LEVEL 28 – SHEET 44

THE PART LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE PART LOTS DEFINED ON SHEET 45.

SEE SHEET 46 FOR SECTION D–D

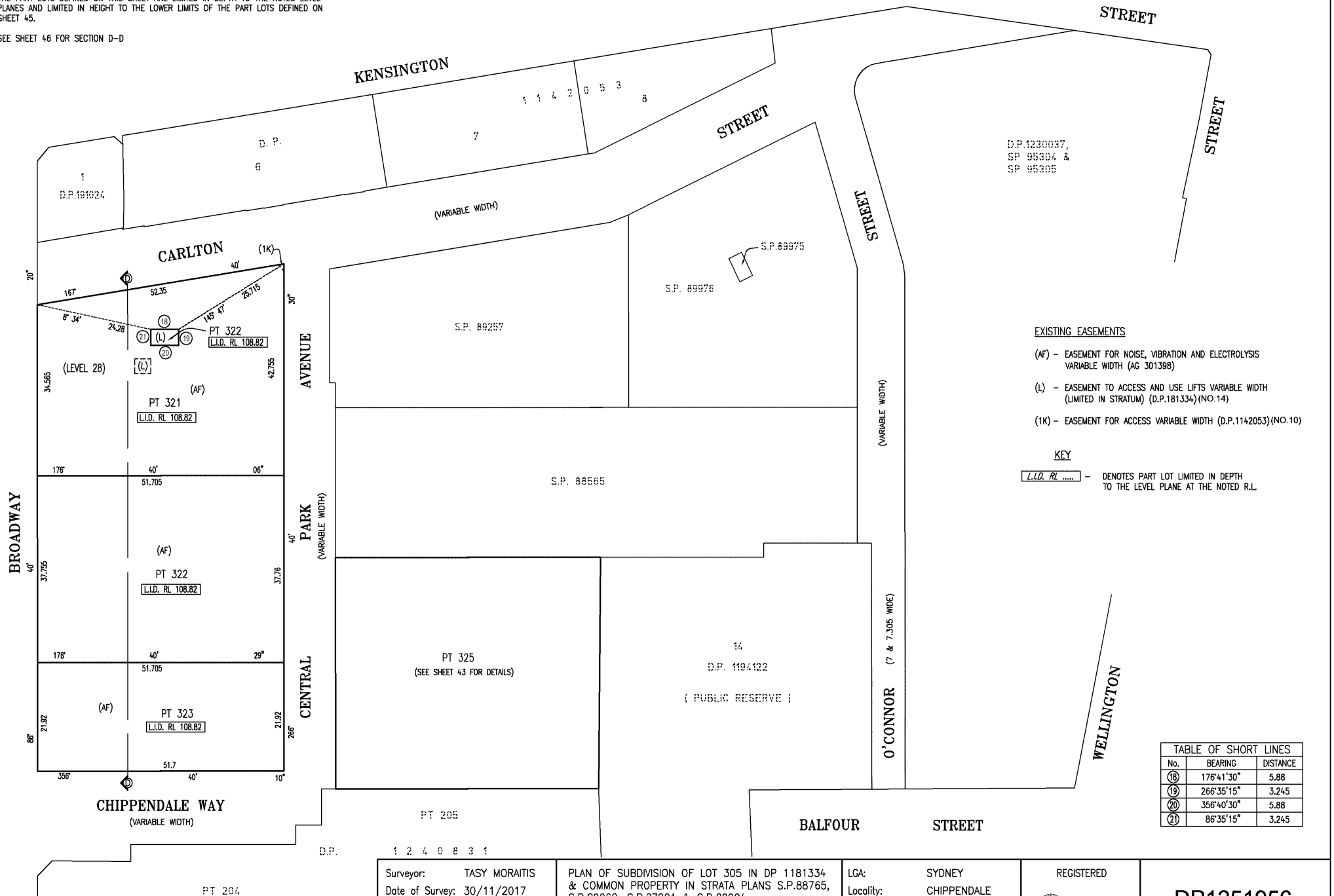

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
(18)	176°41'30"	5.88
(19)	266°35'15"	3.245
(20)	356°40'30"	5.88
(21)	86°35'15"	3.245

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 44 LEVEL 20_28.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:44 of 57
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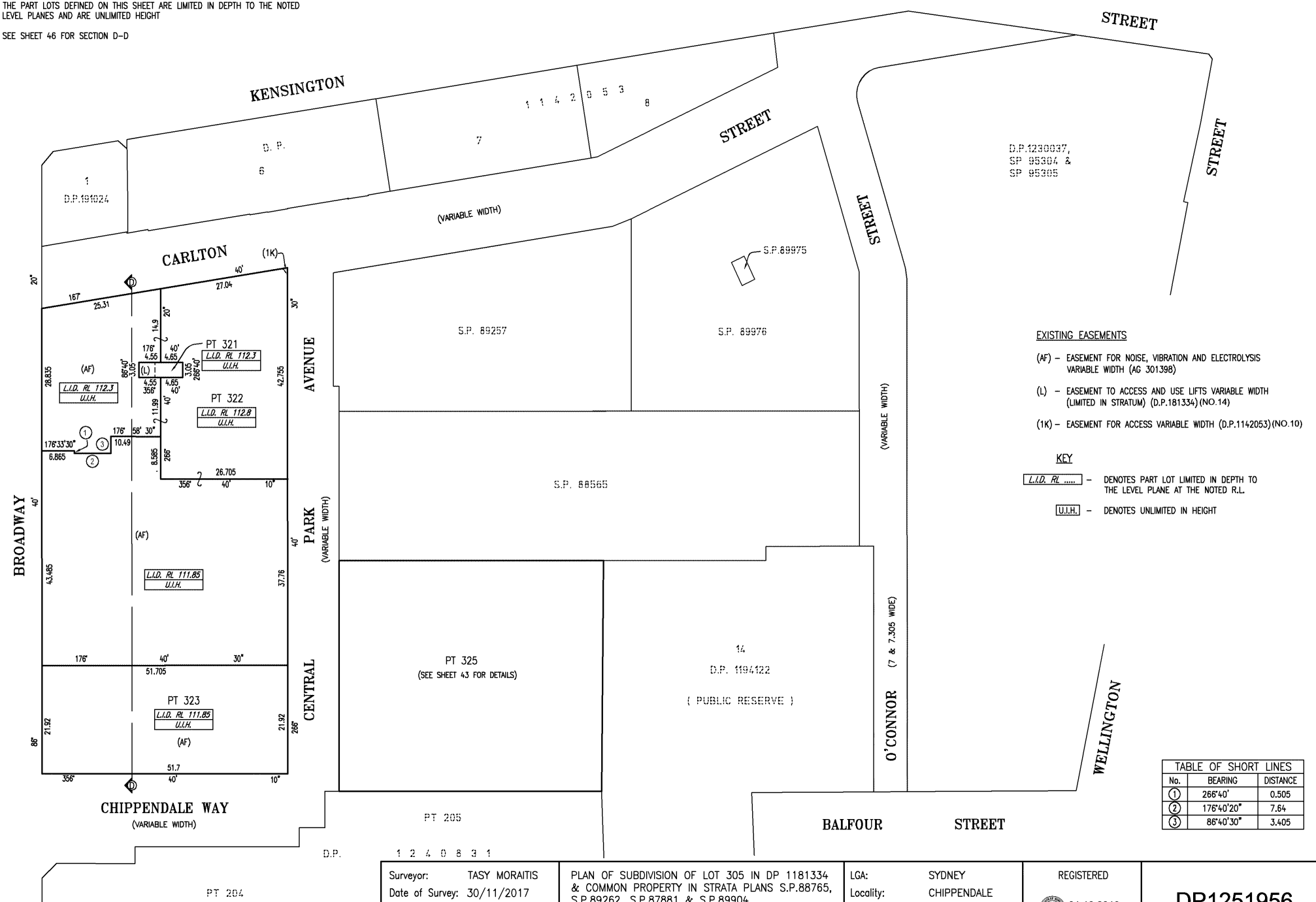
LEVEL 29 & ABOVE – SHEET 45

THE PART LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED HEIGHT

SEE SHEET 46 FOR SECTION D–D

M.G.A.



EXISTING EASEMENTS

(AF) – EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS VARIABLE WIDTH (AG 301398)

(L) – EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.181334) (NO.14)

(1K) – EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.1142053) (NO.10)

KEY

L.I.D. RL ..... – DENOTES PART LOT LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED R.L.

U.I.H. – DENOTES UNLIMITED IN HEIGHT

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	266°40'	0.505
2	176°40'20"	7.64
3	86°40'30"	3.405

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:500	REGISTERED 01.10.2019	DP1251956

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

X:\15JOBS\150815 Central Park Subdivision\Final Stratum\SHT 45 LEVEL 21_29.dwg

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:45 of 57
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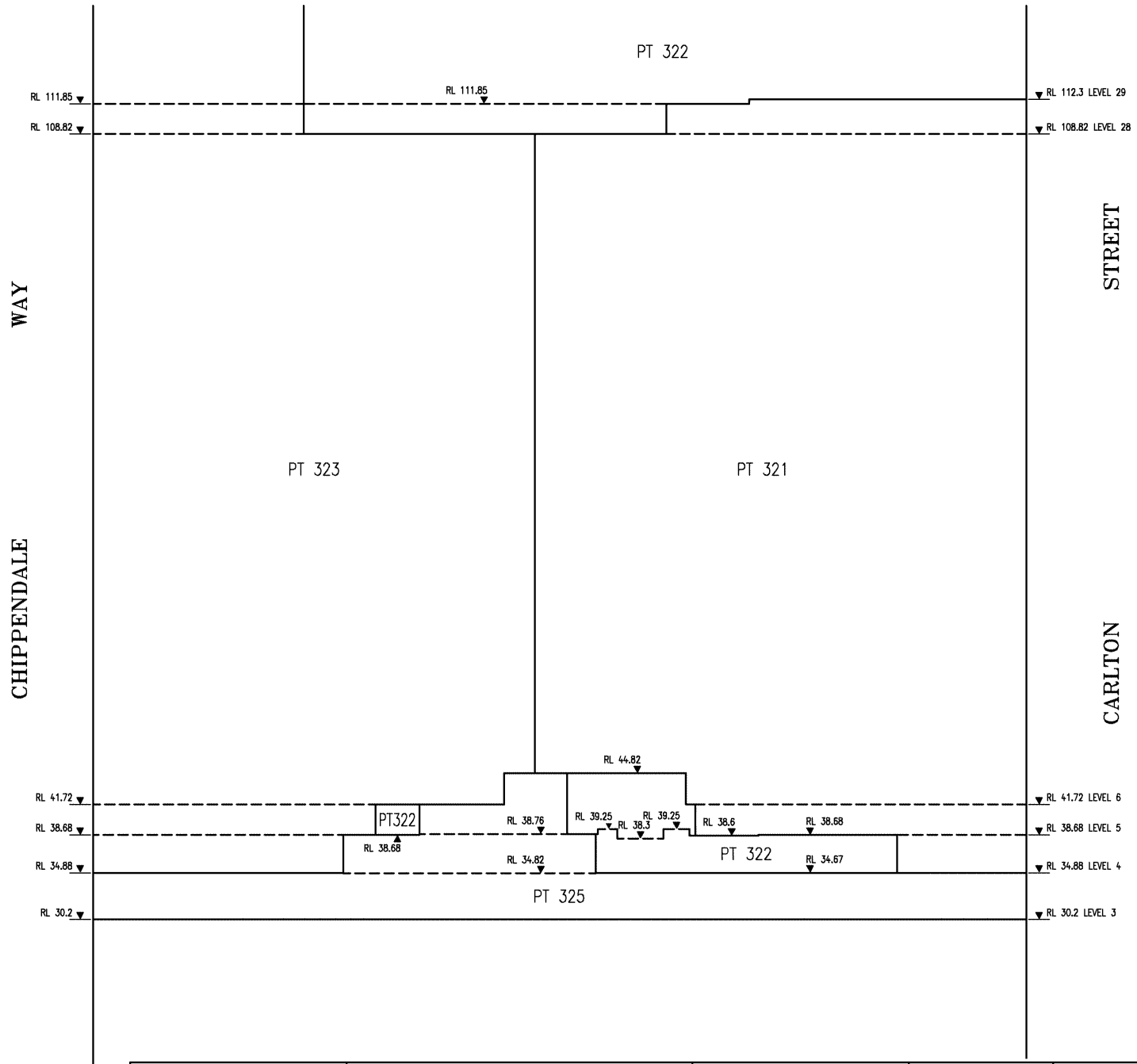
SECTION D–D



NOTE:

- ALL RL'S NOTED ON THE SECTION REFER TO LEVEL PLANES
- SECTION D–D SHOWS BOUNDARIES ABOVE LEVEL 3 ONLY.
- SECTION D–D DOES NOT SHOW EASEMENTS.
- BOUNDARY LINES SHOWN DASHED REFER TO BOUNDARIES SEPARATING THE SAME LOT BETWEEN THE SHEETS OF THE PLAN

Surveyor: TASY MORAITIS Date of Survey: 30/11/2017 Surveyor's Ref: 2150815 –SUB–TM	PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904	LGA: SYDNEY Locality: CHIPPENDALE Subdivision No: 30/2018 Lengths are in metres. Reduction Ratio 1:300	REGISTERED 01.10.2019	DP1251956

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

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Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:46 of 57
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 11 sheet(s)

Office Use Only

Registered: 01.10.2019

Title System: TORRENS

Office Use Only

DP1251956

PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

LGA: SYDNEY

Locality: CHIPPENDALE

Parish: ALEXANDRIA

County: CUMBERLAND

Survey Certificate

I, TASY MORAITIS

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: ....., or~~

*(b) The part of the land shown in the plan (*being/~~*excluding*~~* BEING BASEMENT LEVEL 2 & EASEMENTS) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, 30/11/2017 the part not surveyed was compiled in accordance with that Regulation, or

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X'–'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep Mountainous.~~

Signature: Tasy Moraitis Dated: 3/1/2018.

Surveyor Identification No: 1652

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I. MICHAEL SOO

*Authorised Person/~~*General Manager/*accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number:~~ .....

Consent/Authority: CITY OF SYDNEY

Date of Endorsement: 17 JULY 2018

Subdivision Certificate no: 30/2018

File number: S/2018/9

*Strike through if inapplicable

Plans used in the preparation of survey/~~compilation~~

DP 1181334
SP 89262
SP 88765
SP 87881
SP 89904
DP 1188373
DP 1194122
DP 1216775

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 2150815–SUB–TM

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 11 sheet(s)

Office Use Only

Registered: 01.10.2019

Office Use Only

DP1251956

PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

Subdivision Certificate No: 30/2018

Date of Endorsement: 17 JULY 2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESSES				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
321	3	CARLTON	STREET	CHIPPENDALE
322	1	CARLTON	STREET	CHIPPENDALE
323	2	CHIPPENDALE	WAY	CHIPPENDALE
324	2B	CHIPPENDALE	WAY	CHIPPENDALE
325	28	BROADWAY	–	CHIPPENDALE

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 2150815–SUB–TM

Req:R809606 /Doc:DP 1251956 P /Rev:13-Jun-2025 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:49 of 57
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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 11 sheet(s)

Office Use Only

Registered: 01.10.2019

Office Use Only

DP1251956

PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

Subdivision Certificate No: .....30/.2018.....

Date of Endorsement: .....17 JULY 2018.....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919,
IT IS INTENDED TO CREATE:

1) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
2) EASEMENT FOR SERVICES (WHOLE OF LOT)
3) EASEMENT TO USE FIRE STAIRS PASSAGES AND EMERGENCY EQUIPMENT (WHOLE OF LOT)
4) EASEMENT TO ACCESS AND USE FACILITIES (WHOLE OF LOT)
5) EASEMENT FOR ACCESS VARIABLE WIDTH (7G) (LIMITED IN STRATUM)
6) EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (7U) (LIMITED IN STRATUM)
7) EASEMENT FOR COLLECTION AND PASSAGE OF STORM WATER VARIABLE WIDTH (7T) (LIMITED IN STRATUM)
8) EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (7T1) (LIMITED IN STRATUM)
9) EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (7T2) (LIMITED IN STRATUM)
10) EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (7T3) (LIMITED IN STRATUM)
11) EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (7T4) (LIMITED IN STRATUM)
12) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (7T5) (LIMITED IN STRATUM)
13) EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICES INFRASTRUCTURE VARIABLE WIDTH (7V) (LIMITED IN STRATUM)
14) EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (7V1) (LIMITED IN STRATUM)

IT IS INTENDED TO RELEASE:

1) EASEMENT FOR SUPPORT AND SHELTER (A) (WHOLE OF LOT) (DP 1181334)
2) EASEMENT FOR SERVICES (B) (WHOLE OF LOT) (DP 1181334)
3) EASEMENT FOR FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (C) (WHOLE OF LOT) (DP 1181334)
4) EASEMENT TO ACCESS AND USE FACILITIES (K) (WHOLE OF LOT (DP 1181334)
5) EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (Q) (LIMITED IN STRATUM) (DP 1181334)
6) EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM) (DP 1181334)

If space is insufficient use additional annexure sheet

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PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

Subdivision Certificate No: 30/2018

Date of Endorsement: 17 JULY 2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355) in accordance with section 127 of the Corporations Act:

Signature of Director

MATTHEW JAMES KNOX

~~Signature~~ of Director/~~Secretary~~

Signature of ~~Director~~/Secretary

MARIA VESIC

Name of ~~Director~~ (block letters)

EXECUTED by FRASERS CENTRAL PARK EQUITY NO 1 PTY LTD (ACN 151 467 257) in accordance with section 127 of the Corporations Act:

Signature of Director

MATTHEW JAMES KNOX

Name of Director (block letters)

Signature of ~~Director~~/Secretary

MARIA VESIC

Name of ~~Director~~/Secretary (block letters)

EXECUTED by SH CENTRAL PARK DEVELOPMENT EAST PTY LTD (ACN 151 054 198) in accordance with section 127 of the Corporations Act:

Signature of Director

Toru Abe

Name of Director (block letters)

Signature of Director/~~Secretary~~

Atsuhide Seguchi

Name of Director/~~Secretary~~ (block letters)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 2150815–SUB–TM

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This sheet is for the provision of the following information as required:

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- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 30/2018

Date of Endorsement: 17 JULY 2018

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of the Owners - Strata Plan No 87881 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date
* Strike through if inapplicable

THE OWNERS - STRATA PLAN NO. 87881 ★ Common Seal

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of the Owners - Strata Plan No 88765 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: LAUREN SHAW Authority: Managing Agent

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

^ Insert appropriate date
* Strike through if inapplicable

If space is insufficient use additional annexure sheet

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PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

Subdivision Certificate No: 30/2018

Date of Endorsement: 17 JULY 2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of the Owners - Strata Plan No 89262 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date
* Strike through if inapplicable

THE OWNERS - STRATA PLAN SP89262 Common Seal

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of the Owners - Strata Plan No 89904 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date
* Strike through if inapplicable

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- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 30/2018

Date of Endorsement: 17 July 2018

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 11/5/16, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.
The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata the scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of the Owners - Strata Plan No 87881 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN No. 87881 ★ Common Seal

Approved Form 23

Attestation

The seal of the Owners - Strata Plan No 87881 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

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PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

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Subdivision Certificate No: 30/.2018

Date of Endorsement: 17 JULY 2018

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 18/4/16, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.
The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata the scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of the Owners - Strata Plan No 88765 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN No. 88765 ★ Common Seal

Approved Form 23

Attestation

The seal of the Owners - Strata Plan No 88765 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

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PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

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- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 30/2018

Date of Endorsement: 17 July 2018

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 13/4/18, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.
The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata the scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of the Owners - Strata Plan No 89262 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN SP89262 ★ Common Seal

Approved Form 23

Attestation

The seal of the Owners - Strata Plan No 89262 was affixed on ^ 25/10/18 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

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PLAN OF SUBDIVISION OF LOT 305 IN DP 1181334 & COMMON PROPERTY IN STRATA PLANS S.P.88765, S.P.89262, S.P.87881 & S.P.89904

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- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: .....30/2018.....

Date of Endorsement: .....17 JULY 2018.....

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^.....18/4/16....., it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.
The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata the scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of the Owners - Strata Plan No ..89904... was affixed on ^..25/10/18..... in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN 89904 Common Seal

Approved Form 23

Attestation

The seal of the Owners - Strata Plan No ..89904... was affixed on ^..25/10/18..... in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Lauren Shaw Authority: Managing Agent

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

^ Insert appropriate date

If space is insufficient use additional annexure sheet

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- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 30/2018

Date of Endorsement: 17 JULY 2018

EXECUTED by **FLOW SYSTEMS OPERATIONS PTY LTD (ABN 603 106 305)** in accordance with section 127 of the Corporations Act:

Signature of Director

Terence James Leckie

Name of Director (block letters)

Director

Signature of Director/Secretary

STEVEN SAMUITZ

Name of Director/Secretary (block letters)

If space is insufficient use additional annexure sheet

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Approved Form 9	**Strata Management Statement**	Sheet 1 of 143 sheets
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STRATA MANAGEMENT STATEMENT

CENTRAL PARK – BLOCK 11

Strata Schemes Development Act 2015

Note: This strata management statement has effect as an agreement under seal binding:

(a) the owners corporation of a strata scheme for part of the building,

(b) an owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building,

(c) another person in whom is vested the fee simple of a part of the building or site affected by the statement, or

(d) the mortgagee in possession or lessee of a part of the building or site referred to in (c).

(See section 105 *Strata Schemes Development Act 2015*)

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PART 1

This management statement

2 NATURE OF THIS MANAGEMENT STATEMENT

This management statement is a strata management statement. A strata management statement regulates the control, operation and management of a building that is:

(a) constructed on more than one lot in a deposited plan; and

(b) subdivided by one or more strata plans.

3 STRUCTURE OF THIS MANAGEMENT STATEMENT

This management statement comprises 8 parts.

Part 1	**This management statement** This part explains the management structure for the Building. It explains who must comply with this management statement.
Part 2	**Rights and obligations of the Committee** This part explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing service providers to assist the Committee to perform its functions.
Part 3	**Rights and obligations of Members, Strata Lot Owners and Specified Occupiers** This part explains the rights and obligations of the Members, Strata Lot Owners and Specified Occupiers. It includes provisions about insurance, disputes and access rights.
Part 4	**Meeting procedures and resolutions**

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	This part explains the procedures for convening and holding meetings of the Committee, quorums for meetings and the types of resolutions required for decisions of the Committee.
Part 5	**Financial management** This part explains the procedures for preparing budgets and financial statements. It also explains the levying process for contributions to meet costs under this management statement.
Part 6	**Facilities** This part explains the Facilities and how they are paid for by the Members.
Part 7	**Miscellaneous** This part explains various matters not dealt with in other parts, including the procedures for resolving disputes and how to serve notices.
Part 8	**Definitions and interpretation** This part explains what capitalised words and expressions mean. It also explains how to interpret this management statement.

4 COMPOSITION OF THE BUILDING

The Building has [2] parts:

Part	Description	Member
Lot 50 DP1230037 – Commercial Stratum	A Strata Scheme comprising commercial and retail spaces, a child care facility and Common Property	Commercial Stratum Owner
Lot 51 DP1230037 – Residential Stratum	A Strata Scheme comprising residential apartments, car spaces,	Residential Stratum Owner

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Part	Description	Member
	storage spaces and Common Property	

5 MANAGEMENT STRUCTURE

(a) The Committee is responsible for the control, operation and management of the Building on behalf of the Members.

(b) Each Member is a member of the Committee. Each Member must appoint a Representative to attend and vote for them at meetings of the Committee.

(c) The Committee must appoint and enter into an agreement with a strata managing agent to assist the Committee to perform its functions and, in particular, to perform its secretarial and financial functions. See **clause 15**.

(d) The Committee may appoint and enter into an agreement with an appropriately qualified person to assist the Committee to perform its functions and, in particular, to assist in:

(i) the day to day control, operation and management of the Building;

(ii) the provision of services to the Building; and

(iii) the Maintenance of the Facilities.

See **clause 16**.

(e) Despite **clause 5(d)**, the Committee may appoint and enter into agreements with individual appropriately qualified persons for the Maintenance of some of the Facilities or for the provision of specific services.

(f) The Building Manager and / or the Strata Managing Agent may be authorised by the Committee to enter into any agreement referred to in **clause 5(e)** as agent for the Committee and any agreement so entered into is binding as though it was entered into by the Committee.

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6 COMPLIANCE WITH THIS MANAGEMENT STATEMENT, CODES, MANAGEMENT PLANS AND RULES

The following persons are bound by and must comply with this management statement, the Codes, the Management Plans and any Rules:

(a) the Owner of a Relevant Stratum Lot;

(b) a Strata Lot Owner;

(c) a Specified Occupier;

(d) the Committee; and

(e) a Permitted Person.

7 CODES

7.1 Codes during the Development Period

(a) The Proponent intends, as soon as reasonably practicable after the date of registration of this management statement, to prepare and submit to the Committee each of the 4 Codes (**Initial Codes**).

(b) The Initial Codes are taken to have been adopted by the Committee on the first day of the month immediately after they are submitted to the Committee under **clause 7.1(a)** or earlier, if the Committee so determines.

(c) If, at any time during the Development Period, the Proponent considers it necessary or desirable to do so, the Proponent can prepare and submit to the Committee a varied Code (**Revised Code**).

(d) A Revised Code is taken to have been adopted by the Committee on the first day of the month immediately after it is submitted to the Committee under **clause 7.1(c)** or earlier, if the Committee so determines.

(e) The Proponent must act in good faith when preparing and submitting the Initial Codes and any Revised Code and must use all reasonable endeavours to ensure that the content of the Codes is based on the best information, materials and advice available to it at the time.

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7.2 Variation of Code by the Committee

Subject to **clause 31.5**, the Committee may at any time it considers it necessary or desirable to do so determine by Unanimous Resolution to vary any Code then in force.

7.3 Application by Member to vary Code

A Member may apply to the Committee for a variation of any Code. The application must specify in reasonable detail how the Committee should vary the relevant Code. The Committee may request further information about the application.

7.4 Consent of Proponent required

During the 7 years after the registration of this management statement, whilst the Proponent is a Member, an application under **clause 7.3** must be accompanied by the consent of the Proponent to the making of the application and the Committee must not deal with the application in the absence of that consent.

7.5 Review of application under clause 7.3

The Committee must review each application under **clause 7.3** and may agree or refuse to vary the relevant Code in its absolute discretion. The Committee may, where applicable, refer the application to the Scheme Architect for their opinion but is not bound to reach a conclusion in accordance with that opinion. Any costs incurred in relation to considering or implementing a variation of a Code must be borne by the Member that applied for the variation.

7.6 Refusal of application under clause 7.3

The Committee is taken to have refused an application under **clause 7.3** if it does not make a decision within the later of:

(a) 2 months after its receipt of the application; and

(b) 2 months after its receipt of the last information requested about the application.

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PART 2

Rights and obligations of the Committee

8 COMMITTEE

8.1 Establishing the Committee

The Members must:

(a) establish a building management committee for the Building (**Committee**) as soon as reasonably practicable after the date of registration of this management statement; and

(b) always have that Committee while this management statement is in force.

8.2 Name of Committee

The Committee is to be known as the "Central Park – Block 11 Building Management Committee".

8.3 Membership of Committee

Each Member is a member of the Committee.

8.4 Representatives and Alternative Representatives

(a) A Member must, for each Relevant Stratum Lot owned by that Member, appoint a natural person to be the representative of the Member on the Committee (**Representative**).

(b) A Member may, for each Relevant Stratum Lot owned by that Member, appoint a natural person to be the representative of the Member on the Committee as an alternative to the natural person appointed as Representative (**Alternative Representative**).

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(c) Only one of the Representative or the Alternative Representative appointed by a Member may represent the Member at a meeting of the Committee.

(d) A Member may at any time terminate the appointment of a Representative or Alternative Representative and appoint a different natural person to act as Representative or a different natural person to act as Alternative Representative, as the case may be.

(e) When a Member appoints a Representative or an Alternative Representative, the Member must serve notice on the Committee of the full name and Contact Particulars of that Representative or Alternative Representative.

(f) When a Member terminates the appointment of a Representative or Alternative Representative, the Member must serve notice on the Committee of that fact.

(g) A Representative or Alternative Representative of a Member whose appointment as such Representative or Alternative Representative has not expired or been terminated is taken to be the Member, when representing the Member on the Committee.

(h) All Representatives and Alternative Representatives of a Residential Stratum Owners Corporation or Commercial Stratum Owners Corporation must be the Owner of a Strata Lot within the relevant Strata Scheme.

(i) All Representatives and Alternative Representatives must act in good faith and appropriately conduct themselves when attending meetings of the Committee in accordance with the Code of Conduct.

(j) Representatives and Alternative Representatives must not bring the Committee's reputation into disrepute by raising Committee issues in any form of media without first raising these issues with the Committee and exhausting the avenues available under this management statement, including under **clause 55** where appropriate.

8.5 Proxies

A Member may authorise a Representative or Alternative Representative to appoint a proxy to represent and vote for a Representative or Alternative Representative at a meeting of the Committee.

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9 FUNCTIONS OF THE COMMITTEE

(a) The Committee must control, operate and manage the Building on behalf of the Members in accordance with any applicable law, this management statement, the Codes, the Management Plans and any Rules.

(b) The functions of the Committee include, to:

(i) make decisions about matters arising out of this management statement, the Codes, the Management Plans and any Rules;

(ii) control, operate and manage the use of the Facilities in accordance with this management statement;

(iii) Maintain the Facilities in accordance with this management statement;

(iv) where necessary, terminate the operation of, replace, or add to the Facilities;

(v) effect insurances according to any applicable law and this management statement;

(vi) arrange for maintenance and other agreements;

(vii) provide services of all kinds to the Committee, Members and Specified Occupiers;

(viii) monitor compliance by the persons referred to in **clause 6** with their obligations under any applicable law, this management statement, the Codes, the Management Plans and any Rules;

(ix) monitor the performance of any Strata Managing Agent;

(x) monitor the performance of any Building Manager;

(xi) monitor the performance of any person providing services to or on behalf of the Committee;

(xii) convene and hold meetings according to any applicable law and this management statement; and

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(xiii) control and manage matters specifically referred to the Committee at any time by either Member.

10 OFFICERS OF THE COMMITTEE

10.1 Appointment of officers

The Committee must appoint as officers of the Committee a secretary, treasurer and chairperson to carry out on behalf of the Committee the functions allocated to them by this management statement and any applicable law.

10.2 Qualification of officers

An officer of the Committee must be:

(a) a Member who is a natural person;

(b) a Representative;

(c) an Alternative Representative; or

(d) the Strata Managing Agent or a nominee of the Strata Managing Agent.

10.3 Appointment

One person may be appointed to be more than one of the officers referred to in **clause 10.1**.

10.4 Performance of officer functions

An officer of the Committee must perform the functions of the office according to any applicable law, this management statement and the directions of the Committee.

10.5 Time for appointing officers

The Committee must appoint the officers referred to in **clause 10.1** as soon as reasonably practicable after the date of registration of this management statement.

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10.6 Vacating the position of officer

A person's position as an officer is vacated if:

(a) the person ceases to be a Member, Representative, Alternative Representative or the Strata Managing Agent or nominee of the Strata Managing Agent, as the case may be;

(b) the person serves notice of resignation from the position;

(c) the Committee terminates the appointment of the person to the position; or

(d) the Committee appoints a different person to the same position.

10.7 New appointments

The Committee must promptly appoint a new person as officer if that position is vacated.

10.8 The secretary

The functions of the secretary include, to:

(a) convene meetings of the Committee;

(b) prepare notices and agendas for meetings of the Committee;

(c) prepare and distribute minutes of meetings of the Committee;

(d) serve notices on behalf of the Committee;

(e) reply to communications received by the Committee;

(f) perform administrative and secretarial functions of a general nature for the Committee;

(g) keep records (other than records which the treasurer must keep) for the Committee according to any applicable law and this management statement;

(h) make the books and records of the Committee, including the current version of the Schedule of Facilities, available for inspection according to any applicable law and this management statement; and

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(i) advise the Committee, all Members, the Strata Managing Agent and the Building Manager, as soon as reasonably practicable after:

(i) a Revised Schedule of Qualifying Facilities is adopted by the Committee or a Schedule of Facilities then in force is varied by the Committee;

(ii) a Revised Code is adopted by the Committee or a Code then in force is varied by the Committee; or

(iii) a Revised Management Plan is adopted or a Management Plan then in force is varied by the Committee.

10.9 The treasurer

The functions of the treasurer include, to:

(a) procure the preparation of budgets for the Administrative Fund and Capital Works Fund according to this management statement;

(b) send notices of Contributions to Members;

(c) attend to the collection of Contributions;

(d) receive, acknowledge, bank and account for Contributions and other money received by the Committee;

(e) arrange for the keeping of accounting records and the preparation of financial statements for the Committee according to any applicable law and this management statement;

(f) arrange for the preparation of audit reports; and

(g) provide Outstanding Levy Certificates.

10.10 The chairperson

The function of the chairperson is to chair each meeting of the Committee at which the chairperson is present. If the chairperson does not attend a meeting or, if the chairperson attends a meeting but does not wish to chair the meeting, the Committee may appoint a Representative, Alternative Representative, the Strata

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Managing Agent or nominee of the Strata Managing Agent to chair that particular meeting.

11 OPERATION OF THIS MANAGEMENT STATEMENT AND RIGHTS AND OBLIGATIONS OF THE COMMITTEE WHEN ACTING

11.1 Obligations of new Members

(a) After registration of a Strata Plan or the transfer to a new registered proprietor of a Relevant Stratum Lot, each of the owners corporation created on such registration or the registered proprietor after such transfer, as the case may be, as a Member within the meaning of this management statement is bound by and must comply with the provisions of this management statement and is bound by, must comply with and may not object to anything previously done by the Committee, including:

(i) any arrangement, including any formal agreement entered into by the Committee; and

(ii) any course of action committed to by the Committee.

(b) If the Committee so requests, the owners corporation or the new registered proprietor of a Relevant Stratum Lot, as the case may be, must promptly sign all documents and do all other things reasonably required by the Committee to acknowledge the operation and application of this **clause 11.1**.

(c) For the avoidance of doubt, if at any time there is a transfer of a Relevant Stratum Lot to a new registered proprietor, or a Relevant Stratum Lot is subdivided by a Strata Plan, then on and from the date of registration of the transfer or Strata Plan, as applicable, the new registered proprietor or owners corporation created will be joint and severally liable to pay any Contribution owed, including any interest owed accrued, in respect to the Relevant Stratum Lot, even if the Contribution was levied before the date of registration of the relevant transfer or Strata Plan, as applicable.

11.2 Rights and obligations of the Committee

(a) The Committee may do anything in the Building that a Member, a Strata Lot Owner or a Specified Occupier should have done under any applicable law,

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this management statement, a Code, a Management Plan or any Rule and, in the opinion of the Committee, acting reasonably, has not done or not done properly.

(b) To exercise its rights under this **clause 11.2**, the Committee:

(i) must, except in the case of an emergency where notice is not required, serve on the relevant person referred to in **clause 11.2(a)** reasonable notice before it exercises those rights;

(ii) may do what is required to remedy the situation and for that purpose may enter the relevant part of the Building and stay there for as long as reasonably necessary.

(c) A person referred to in **clause 11.2(a)** that has not done what should have been done under any applicable law, this management statement, a Code, a Management Plan or any Rule, or has not done it properly, must pay the costs reasonably incurred by the Committee as a result of its exercising its rights under this **clause 11.2**. The Committee must serve on the relevant person referred to in **clause 11.2(a)** any information that person reasonably requires about the costs the Committee has incurred.

(d) When the Committee exercises its rights under this **clause 11.2**, it must use reasonable endeavours not to interfere unreasonably with the lawful use of the Building or any part of it by any person referred to in **clause 6**.

(e) The Committee is not liable for damage arising out of exercising its rights under this **clause 11.2**, except for damage it causes maliciously or negligently.

11.3 Decisions of the Committee and their implementation

(a) When the Committee makes a decision by passing the appropriate resolution it must include as part of the resolution either:

(i) details of how the decision is to be implemented, including designating the person responsible for the implementation and the person who may execute any necessary document on behalf of the Committee; or

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(ii) a mechanism for determining how the decision is to be implemented, including designating the person responsible for the implementation and the person who may execute any necessary document on behalf of the Committee.

(b) Any act on behalf of the Committee to implement a decision of the Committee, by the person designated for that purpose, is taken to be the act of all Members.

(c) Any document executed on behalf of the Committee to implement a decision of the Committee, by the person designated for that purpose, has effect as though it had been executed by all Members.

(d) Each person bound by this management statement must, if so requested by, and at the expense of, the Committee, promptly sign all documents and do all other things reasonably necessary to assist in the implementation of a decision of the Committee.

12 COMMITTEE'S INSURANCE OBLIGATIONS

12.1 Relevant insurance

(a) The Committee must effect and maintain:

(i) all insurances required by the Strata Schemes Legislation, including a damage policy for the Building;

(ii) machinery breakdown insurance for Facilities that are plant and equipment which are not covered under warranty;

(iii) subject to **clause 12.3**, public liability insurance for Facilities for a cover of not less than the amount prescribed by the Management Act, or $20,000,000, whichever is the greater, for a public liability policy effected by an owners corporation;

(iv) any insurance required by any other applicable law; and

(v) any insurance considered necessary or desirable by the Committee.

(b) For the avoidance of doubt:

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(i) the Committee must effect a damage policy for the whole of the Building; and

(ii) where appropriate in the circumstances, the Committee may have separate damage policies for the different buildings that comprise the Building.

12.2 Increased costs and authorised insurer

The Committee must effect and maintain:

(a) enough insurance cover to pay for increased costs during the period of insurance; and

(b) insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973 (Cth)* or another type of insurer approved under the Strata Schemes Legislation.

12.3 Public liability insurance for certain Facilities

The Committee is not required to effect separate public liability insurance in respect of a Facility if:

(a) the Facility is located within Common Property or a Relevant Stratum Lot; and

(b) the relevant Stratum Owners Corporation or Owner of the Relevant Stratum Lot, as the case may be:

(i) has taken out public liability insurance for a cover of not less than the amount prescribed by the Management Act for a public liability policy effected by an owners corporation in respect of the Facility; and

(ii) provides the Committee with a copy of the certificate of currency evidencing the public liability insurance in effect from time to time and the certificate notes the interest of the other Members of the Committee in respect of the Facility.

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For the avoidance of doubt, the exemption under this **clause 12.3** applies for the period that the relevant public liability insurance policy taken out by the Owners Corporation or the Owner of the Relevant Stratum Lot remains in effect.

12.4 Regular review of insurances

At least once each year, the Committee must:

(a) review its current insurances;

(b) decide whether it needs to adjust current insurances and, if so, adjust those insurances;

(c) decide whether it needs new insurances and, if so, effect those insurances; and

(d) include a motion on the agenda for a meeting of the Committee to determine the matters referred to in this **clause 12.4**.

12.5 Insuring for new risks

The Committee must immediately effect new insurances or adjust existing insurances if there is an increase in or a new risk to the Building including in or to a Facility and the Committee.

12.6 Obligations regarding valuation

The Committee must have the Building valued for insurance purposes at least every 3 years by a Registered Valuer who has experience in valuing for insurance purposes buildings like the Building.

13 KEEPING RECORDS

(a) The Committee must keep records relating to the control, operation, management and Maintenance of the Building and the Facilities for whichever is the longer of 7 years and the period the Strata Schemes Legislation requires an owners corporation to keep notices of meetings and minutes.

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(b) Records which the Committee must keep include:

(i) an up to date copy of this management statement;

(ii) an up to date copy of the Schedule of Facilities, the Codes, the Management Plans and any Rules;

(iii) the Committee's agreements with the Strata Managing Agent and the Building Manager;

(iv) the Committee's agreements with contractors, tradespersons and any other persons in relation to Facilities;

(v) an up to date roll containing the full names and Contact Particulars for each Member and their respective Representatives and Alternative Representatives;

(vi) agendas, notices and minutes of meetings of the Committee;

(vii) voting papers for meetings of the Committee;

(viii) books of account;

(ix) financial statements;

(x) audit reports;

(xi) budgets;

(xii) notices served on the Committee;

(xiii) correspondence received by the Committee;

(xiv) copies of correspondence forwarded by the Committee; and

(xv) insurance records, including duplicate or certified copies of policies, renewal certificates and endorsement slips for insurances.

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14 SPECIAL POWER OF COMMITTEE TO ACT ON BEHALF OF MEMBERS

14.1 Committee's authority to act on behalf of all Members

(a) Each Member agrees that the Committee, or a person designated by the Committee for the purpose, may act on behalf of all Members to take any action determined by the Committee, including the institution of legal proceedings, arising out of:

(i) the failure by a Member to pay Contributions; or

(ii) the failure of a person referred to in **clause 6** to comply with their obligations under this management statement.

(b) Each Member agrees that the Committee, or a person designated by the Committee for the purpose, may act on behalf of all Members in connection with the entering into of the deeds and agreements referred to in the schedule to this **clause 14**, the operation of and the rights and obligations under those deeds or agreements and the institution of legal proceedings in connection with those deeds or agreements.

The schedule

Recycled Water Plant Deed;

Telecommunications Maintenance Agreement;

Agreement with Strata Managing Agent;

Building Management Agreement;

Agreement for Concierge Services;

Agreement for Security Services;

Agreements for service, maintenance and repair of the Facilities,

and any other deed or agreement at any time nominated by the Proponent.

(c) Neither **clause 14.1(a)** nor **clause 14.1(b)** prevents a Member from instituting legal proceedings in the Member's own name.

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15 STRATA MANAGING AGENT

15.1 Appointment

(a) The Committee must, as soon as reasonably practicable, appoint and enter into an agreement with a strata managing agent to assist the Committee to perform its functions and, in particular, to perform its secretarial and financial functions (**Strata Managing Agent**).

(b) The Committee may, subject to **clause 15.1(c)** and any applicable law, delegate its functions and the functions of its officers to the Strata Managing Agent.

(c) The Committee must not delegate any of the following functions to the Strata Managing Agent:

(i) the function to delegate functions of the Committee or the officers of the Committee;

(ii) a decision on a matter that is required to be decided by the Committee;

(iii) any function which the Committee decides may be performed only by the Committee; or

(iv) a determination relating to the Contributions or any other sums payable by Members.

15.2 Terms of the agreement

The agreement under which the Strata Managing Agent is appointed must be in writing and signed on behalf of the Committee by a person designated by the Committee for that purpose and the Strata Managing Agent and is intended to address the following:

(a) the term of the agreement;

(b) the remuneration under the agreement;

(c) provisions about the rights of the Committee to terminate the agreement early if the Strata Managing Agent does not perform its obligations under the agreement;

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(d) the reservation of the power for the Committee and its officers to continue to exercise functions delegated to the Strata Managing Agent under the agreement;

(e) the entitlement of the Strata Managing Agent to assign its rights and obligations under the agreement;

(f) the requirement that the Strata Managing Agent comply with all laws about work, health and safety, including the *Work Health and Safety Act 2011 (NSW)*;

(g) the requirement that the Strata Managing Agent take out all insurances required by law in relation to its duties under the agreement; and

(h) the appointment of the Strata Managing Agent to enter into agreements referred to in **clause 5(f)** as an agent for the Committee

15.3 Retention of licence(s)

The Strata Managing Agent must have and keep current all licences required by law for a strata managing agent.

16 BUILDING MANAGER

16.1 Appointment

(a) The Committee may, at any time, appoint and enter into an agreement with an appropriately qualified person to assist the Committee to perform its functions and, in particular, to assist in:

(i) the day to day control, operation and management of the Building;

(ii) the provision of services to the Building; and

(iii) the Maintenance of the Facilities

(**Building Manager**).

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(b) The Building Manager may provide:

(i) services to the Committee which must be paid for by the Committee;

(ii) services to any individual Member which must be paid for directly by that Member or, if paid for by the Committee, reimbursed to the Committee by that Member; and

(iii) services to a Specified Occupier which must be paid for directly by that Specified Occupier.

16.2 Terms of the agreement

The agreement under which the Building Manager is appointed must be in writing and signed on behalf of the Committee by a person designated by the Committee for that purpose and the Building Manager is intended to address the following:

(a) the term of the agreement;

(b) the remuneration under the agreement;

(c) provisions about the rights of the Committee to terminate the agreement early if the Building Manager does not perform its obligations under the agreement;

(d) provisions about the rights of the Building Manager to terminate the agreement early;

(e) reservation of the power for the Committee and its officers to continue to exercise functions despite the fact that the Building Manager has been appointed to assist with their exercise under the agreement;

(f) the entitlement of the Building Manager to assign its rights and obligations under the agreement;

(g) the responsibility of the Building Manager for ensuring that Maintenance of Facilities is carried out in a safe manner;

(h) the requirement that the Building Manager comply with all laws about work, health and safety, including the *Work Health and Safety Act 2011 (NSW)*;

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(i) the requirement that the Building Manager take out all insurances required by law in relation to its duties under the agreement; and

(j) the appointment of the Building Manager to enter into agreements referred to in **clause 5(f)** as agent for the Committee.

16.3 Duties

The duties of the Building Manager may include:

(a) caretaking or supervising the caretaking of the Building, including the Facilities;

(b) supervising the operation and Maintenance of the Facilities;

(c) carrying out or engaging contractors to carry out preventative and/or remedial maintenance of the Building, including the Facilities;

(d) carrying out or engaging contractors to carry out preventative and/or remedial maintenance for individual Members;

(e) providing services or engaging contractors to provide services to the Committee, individual Members and Specified Occupiers;

(f) supervising employees and contractors of the Committee and individual Members; and

(g) doing anything else that the Committee determines is necessary or desirable in connection with the control, operation, management, and Maintenance of the Building.

In undertaking their role, the Building Manager must ensure the privacy of individual Strata Lot Owners and Stratum Owners and must not release any details of such owners to other Strata Lot Owners and Stratum Owners unless required by law or Authorities who have legal rights to require provision of such information.

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17 AREA FOR USE BY BUILDING MANAGER

17.1 Identification of Building Manager Area

An area of the Building for use by the Building Manager (**Building Manager Area**) may be nominated by the Proponent during the Development Period and may also be agreed at any time to be such by the Committee and the Member that owns the area.

17.2 Purpose for which Building Manager Area can be used

The Committee and the Member that owns the area must allow the Building Manager to have the exclusive use of the Building Manager Area to perform the functions of the Building Manager under the Facilities Management Agreement.

17.3 No alterations or additions

Neither the Committee nor the Building Manager can make any additions or alterations to a Building Manager Area without the prior consent of the Member that owns that area, which consent may not be unreasonably withheld.

17.4 Obligations of Members

A Member must enter into a lease, licence, agreement or other arrangement if requested by the Committee to implement the provisions of this **clause 17**.

18 SECURITY, CONTROLLING ACCESS AND SECURITY KEYS

18.1 Security

(a) The Committee must make the arrangements that the Committee considers reasonable for the provision of security within the Land.

(b) This clause does not prevent the Owner of a Stratum Lot from installing a security system inside that Stratum Lot to control access into and within the Owner's Stratum Lot. To be clear:

(i) only the security system controlled by the Committee may give access from a Stratum Lot into a part of another Stratum Lot that is inside the Building irrespective of whether the Owner and

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Specified Occupiers of the Stratum lot otherwise are entitled to be in that part of the other Stratum lot;

(ii) a security key provided by the Owner of a Stratum Lot for a security system inside that Stratum Lot is not a Security key for a security system controlled by the Committee unless the Committee agrees otherwise.

(c) For this **clause 18**, the Committee may:

(i) enter, or procure that the Building Manager enters, into an agreement with an appropriately qualified person for the provision of security personnel and security services;

(ii) enter, or procure that the Building Manager enters, an arrangement to allow security card readers installed by a Stratum Lot Owner within the relevant Stratum Lot to operate:

(A) doors into that Stratum Lot from outside the Building for pedestrian access; and

(B) the lifts in that Stratum Lot for movements within that Stratum Lot;

(iii) permit any designated part of the Building to be used by security personnel to monitor the security of the Building; and

(iv) obtain, install and Maintain boom gates, roller shutters, locks, alarms, communication systems and other security devices.

18.2 Registration plate details

(a) The Committee may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building from time to time.

(b) If requested to do so by, or on behalf of, the Committee any person bound by this management statement must immediately provide to the Committee the registration plate details of each vehicle that person parks in the Building.

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(c) The information collated by the Building Manager on behalf of the Committee is not to be provided to any other party, as set out in accordance with **clause 15.3**.

18.3 Security Keys

(a) The Committee must make available to each Member, Strata Lot Owner and Specified Occupier a Security Key to enable the Member, Strata Lot Owner and Specified Occupier to pass throughout the Building by the most appropriate route available in order to access their Relevant Stratum Lot or Strata Lot, as the case may be, and any Facility that they are entitled to access and use in accordance with this management statement.

(b) The Committee may charge a fee or request a bond if a Member, Strata Lot Owner or Specified Occupier requests:

(i) an additional Security Key;

(ii) a replacement Security Key; or

(iii) a recoding of a Security Key.

(c) A person to whom a Security Key is issued must:

(i) not give it to another person who is not a Member, Strata Lot Owner or Specified Occupier, unless they are satisfied that person is respectable and responsible and is not seeking to gain access to Facilities that are for Members only;

(ii) not duplicate or permit it to be duplicated;

(iii) take all reasonable steps to ensure it is not lost;

(iv) immediately notify the Committee if it is lost, stolen or damaged;

(v) pay to the Committee its replacement cost if it is lost, stolen or damaged;

(vi) immediately return it if they no longer have a right to access the Building or it is not being used; and

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(vii) comply with any reasonable directions of the Committee in relation to its use and management.

(d) The Committee has the power to:

(i) enter into arrangements with the Building Manager, the Strata Managing Agent or any other relevant service provider in connection with the operation and management of Security Keys and the Building's security systems generally;

(ii) re-code Security Keys and require their return for that purpose;

(iii) limit the number of Security Keys it issues; and

(iv) cancel a Security Key, if the Committee determines, acting reasonably, that this is required:

(A) before the Committee will issue a replacement Security Key;

(B) for the security of the Building; or

(C) to limit access to certain Facilities due to breaches of any Rule or if there has been wilful damage to such a Facilities.

(e) In overseeing the arrangements in connection with the operation and management of Security Keys, the Committee must take into account any reasonable request by a Member relating to access arrangements to the Relevant Stratum Lot owned by that Member.

18.4 Use restrictions in access Easements

Where an Easement giving rights of access to part of the Land includes restriction on the exercise of those rights:

(a) the management of Security Keys affecting that part of the Land must be consistent with the restrictions in the Easement; and

(b) the Committee must ensure that the Building Manager (and/or the Strata Managing Agent) makes reasonable arrangements to allow the exercise of the access rights consistent with the restrictions in the Easement.

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For example, if a lift in an Easement is only able to be used when another lift is not operating, there must be a protocol in place for the Security Key affecting access to the lift to be altered to allow the use in accordance with the Easement during the relevant time.

18.5 Access to security recordings

(a) This **clause 18.5** applies if the security arrangements operated by the Committee in the Land include image or audio recordings (Security Recordings).

(b) The Committee must take all reasonable steps to ensure that the privacy of persons in the Security Recordings and to prevent unauthorised access to Security Recordings.

(c) The Committee may disclose Security Recordings in the following circumstances:

(i) when required by law; and

(ii) to a person occupying part of the Land as a work place, but only to the extent that particular Security Recordings are relevant to the obligations of the person relating to the health and safety of employees and contractors within that part of the Land.

(d) Person is not entitled to view, listen to or copy a Security Recording merely because the person is an Owner or a Representative.

19 OUTSTANDING LEVY CERTIFICATES

19.1 Right to apply - Owner of a Relevant Stratum Lot

An Owner of a Relevant Stratum Lot or a person authorised by such Owner may apply for a certificate which sets out the information referred to in **clause 19.4** (**Outstanding Levy Certificate**) in respect of the Relevant Stratum Lot.

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19.2 Right to apply - Strata Lot Owner

A Strata Lot Owner or a person authorised by a Strata Lot Owner may apply for an Outstanding Levy Certificate in respect of the Relevant Stratum Lot subdivided by the relevant Strata Plan.

19.3 Application required

The applications referred to in **clause 19.1** and **clause 19.2** must be in writing, delivered to the treasurer and accompanied by the fee at any time determined by the Committee.

19.4 Information included in Outstanding Levy Certificate

The treasurer must include in an Outstanding Levy Certificate the following information in relation to the Relevant Stratum Lot specified in the application:

(a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;

(b) the amount of the regular periodic Capital Works Fund contributions and the period for which the contributions are payable;

(c) the amount of any unpaid Administrative Fund contributions or Capital Works Fund contributions;

(d) any amount recoverable by the Committee under this management statement;

(e) any amount and rate of interest payable to the Committee under this management statement;

(f) details of Members; and

(g) any other information the Committee instructs the treasurer to include in an Outstanding Levy Certificate.

19.5 Timing

The treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

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19.6 Conclusive evidence

An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in a Relevant Stratum Lot or a Strata Lot.

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PART 3

Rights and obligations of Members, Strata Lot Owners and Specified Occupiers

20 OBLIGATIONS OF MEMBERS

(a) Each Member must:

(i) promptly comply with their obligations under any applicable law, this management statement, the Community Management Statement, the Codes and any Rules;

(ii) effect and maintain in force the insurances required by any applicable law and this management statement;

(iii) ensure that the Committee is properly constituted in accordance with any applicable law and this management statement;

(iv) promptly comply with and take such action as is necessary on their part to implement the decisions of the Committee;

(v) not do anything to hinder the implementation of the decisions of the Committee;

(vi) not damage or otherwise interfere with the Facilities;

(vii) use reasonable endeavours to ensure that an Occupier of their Stratum Lot or a part of their Stratum Lot complies with such of the Member's obligations under any applicable law, this management statement, the Community Management Statement, the Codes and any Rules as are appropriate;

(viii) promptly pay Contributions and any other amounts payable by the Member to the Committee under this management statement or any applicable law;

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(ix) promptly pay any amount payable by the Member to another Member under this management statement or any applicable law;

(x) in connection with building insurance claims:

(A) apply any payments received by the Member under a building policy effected by the Committee to rebuild or reinstate the damaged area of that Member's Stratum Lot; and

(B) use their reasonable endeavours to rebuild or reinstate such damaged area within a reasonable time;

(xi) comply with any Affectation on the title to their Stratum Lot where they have an obligation to comply;

(xii) promptly execute any agreement determined to be entered into by the Committee if requested to do so by the Committee; and

(xiii) act reasonably and in good faith in all the circumstances.

(b) Each Member:

(i) is responsible for their own acts and the acts of their Representative and Alternative Representative, employees, contractors, agents and invitees when occupying or using part of another Member's Stratum Lot;

(ii) releases other Members and other Members' Representatives and Alternative Representatives, employees, contractors, agents and invitees from any costs, claims or liability except to the extent that any other Member and their Representative and Alternative Representative, employees, contractors, agents and invitees have been negligent or in breach of this management statement; and

(iii) releases and indemnifies other Members and other Members' Representatives and Alternative Representatives, employees, contractors, agents and invitees from any costs, claims or liability arising from or in consequence of a breach by the Member of its obligations under **clause 20(a)(vi)** except to the extent that any other Member and their Representative and Alternative

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Representative, employees, contractors, agents and invitees have been negligent or in breach of this management statement.

21 OBLIGATIONS OF STRATA LOT OWNERS

A Strata Lot Owner must:

(a) promptly comply with their obligations under any applicable law, this management statement, the Codes, the Management Plans and any Rules;

(b) promptly pay any amounts payable by them to the Committee under this management statement;

(c) comply with, and take such action as is necessary on their part to implement, decisions of the Committee;

(d) not damage or otherwise interfere with the Facilities; and

(e) comply with any Affectation where they have a responsibility to comply.

22 OBLIGATIONS OF SPECIFIED OCCUPIERS

A Specified Occupier must:

(a) promptly comply with their obligations under any applicable law, this management statement, the Codes, the Management Plans and any Rules;

(b) promptly pay any amounts payable by them to the Committee under this management statement;

(c) comply with, and take such action as is necessary on their part to implement decisions of the Committee;

(d) not damage or otherwise interfere with the Facilities; and

(e) comply with any Affectation where they have a responsibility to comply.

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23 RIGHTS OF ACCESS

23.1 Access by Committee

Each Member, Strata Lot Owner and Specified Occupier must give the Committee access to any part of the Building in the control of the Member, Strata Lot Owner or Specified Occupier to do anything, including Maintenance, authorised or required by this management statement or any applicable law.

23.2 Notice by Committee

(a) The Committee must serve reasonable notice on a Member, Strata Lot Owner or Specified Occupier before it gains access to any part of the Building in the control of that Member, Strata Lot Owner or Specified Occupier, to do anything, including Maintenance, authorised or required by this management statement or any applicable law, except when there is no interference with the lawful use of the area or in an emergency, when no notice is required.

(b) When the Committee exercises a right to access an area of the Building, it must not unreasonably interfere with the lawful use of that area.

23.3 Access by Members, Strata Lot Owners and Specified Occupiers

(a) A Member, Strata Lot Owner and Specified Occupier only needs to serve notice on another Member, Strata Lot Owner or Specified Occupier before it gains access to any part of the Building in the control of that second mentioned Member, Strata Lot Owner or Specified Occupier to do anything authorised or required by this management statement or any applicable law, in the part of the Building in the control of the first mentioned Member, Strata Lot Owner or Specified Occupier when there is likely to be interference with the lawful use of the area.

(b) When there is an emergency, a Member, Strata Lot Owner or Specified Occupier may gain access to any part of the Building in the control of another Member, strata lot owner or Specified Occupier to do anything authorised or required by this management statement or any applicable law without notice.

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(c) When a Member, Strata Lot Owner or Specified Occupier exercises a right to access an area of the Building, they must not unreasonably interfere with the lawful use of that area.

23.4 Access in an emergency

In an emergency, each Member, Strata Lot Owner and Specified Occupier must give each other Member, Strata Lot Owner and Specified Occupier and each Permitted Person, access to fire stairs, fire passages and any other means of egress from the part of the Building in their control to facilitate safe egress from the Building.

24 OBLIGATIONS REGARDING INSURANCE

(a) A person referred to in **clause 6** must have the Committee's consent to do anything that might:

(i) void or prejudice insurances effected by the Committee; or

(ii) increase an insurance premium paid by the Committee.

(b) If a person referred to in **clause 6** does anything to increase an insurance premium paid by the Committee, then such person must promptly pay the increase in the premium to the Committee.

(c) Members must notify the Committee immediately upon becoming aware of a new risk or issue that could:

(i) void or prejudice insurances effected by the Committee;

(ii) increase an insurance premium paid by the Committee; or

(iii) require that a new policy is taken out by the Committee to ensure that the Building and Facilities are adequately insured.

25 INSPECTING RECORDS OF COMMITTEE

(a) An Owner of a Relevant Stratum Lot, a Strata Lot Owner or a Specified Occupier, or any person authorised in writing by any such person, may inspect the records of the Committee.

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(b) The procedure for inspecting the books and records of the Committee includes:

(i) applying to the Committee or the secretary; and

(ii) paying to the Committee the Inspection Fee.

(c) The secretary must allow an applicant to inspect the records within 5 Business Days after receiving the application and payment of the Inspection Fee.

(d) At the cost of the applicant, the applicant may take extracts from or copy the records of the Committee.

(e) The applicant cannot remove the records from the custody of the Committee unless the Committee agrees.

26 DETAILS ABOUT MEMBERS, REPRESENTATIVES AND ALTERNATIVE REPRESENTATIVES

(a) Each Member must serve notice on the Committee of:

(i) their full name and Contact Particulars and if the Member is an owners corporation of a Strata Scheme, the full name and Contact Particulars of its strata managing agent; and

(ii) the full name and Contact Particulars of their Representative and Alternative Representative, if any.

(b) If the Contact Particulars for a Member or a Member's Representative or Alternative Representative change, the Member must serve notice of such change on the Committee as soon as reasonably practicable.

(c) A person who becomes a Member must provide the Committee with their full name and Contact Particulars as soon as reasonably practicable after such acquisition.

(d) If a Member leases or licences part or all of its Relevant Stratum Lot, the Member must provide the Committee with the lessee's or licensee's full name and Contact Particulars before or as soon as reasonably practicable after the lease or licence commences.

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(e) A notice served in accordance with this **clause 26** takes effect when the Committee receives the notice.

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PART 4

Meeting procedures and resolutions

27 DECISIONS OF COMMITTEE

The Committee may only make decisions:

(a) in accordance with this management statement;

(b) at a properly convened meeting of the Committee or in writing according to **clause 28.5**; and

(c) by whatever resolution is required in the particular circumstances.

This **clause 27** has no effect in respect of Codes, Management Plans or Schedules of Facilities submitted by the Proponent to the Committee and taken to be adopted by the Committee.

28 MEETINGS OF COMMITTEE

28.1 Convening of meetings

The secretary must convene a meeting of the Committee:

(a) if the Committee decides to hold a meeting;

(b) if any Member requests a meeting, within 10 Business Days or sooner if the request results from an emergency;

(c) if it is necessary to appoint a new officer of the Committee;

(d) at least every 6 months or such other period as the Committee decides; or

(e) if, in the opinion of the secretary, there is an emergency and the necessity for the Committee to meet, as soon as possible.

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28.2 Notice for meeting

(a) Subject to **clause 28.2(b)**, the secretary must serve on each Member at least 5 Business Days notice of a meeting of the Committee. The notice must include:

(i) the time, date and venue of the meeting; and

(ii) an agenda for the meeting.

(b) The secretary may serve less than 5 Business Days notice of a meeting of the Committee if, in the opinion of the secretary, there is an urgent matter and it is necessary for the Committee to meet as soon as possible.

(c) Meetings held because of an urgent matter can be held by telephone.

28.3 Agenda for meeting

The agenda for a meeting of the Committee must include details of all business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting unless the Representatives or Alternative Representatives of each Member entitled to cast a vote on the Facilities are present at the meeting and all agree that business that is not on the agenda may be addressed.

28.4 Conduct of meetings

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate its meetings as it thinks fit.

28.5 Decisions made in writing

(a) Subject to **clause 28.5(c)**, the Committee may make a decision in writing in the absence of a meeting if:

(i) the secretary has served notice of the meeting according to **clause 28.2**;

(ii) the secretary has given each Member a voting paper with the notice of the meeting; and

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(iii) voting papers from Financial Members entitled to cast more than 50% of the votes capable of being cast in relation to a resolution are received by the secretary before the time the meeting is due to commence.

(b) If requested by a Member, the secretary must provide written confirmation that each Member has been served notice of the meeting according to **clause 28.2**.

(c) **Clause 28.5(a)** does not apply if, within 3 Business Days of the secretary serving notice of the meeting according to **clause 28.2**, one or more Members advise the secretary that the relevant decision or decisions must be made at a meeting of the Committee.

28.6 Minutes of meetings

The secretary must distribute minutes of meetings of the Committee to each Member within 10 Business Days after the meeting.

28.7 Quorum for meetings

A quorum at any meeting of the Committee, other than an Adjourned Meeting, is the presence of Representatives or Alternative Representatives (or their proxies) of the 2 Members.

28.8 Adjournment of meetings

If a quorum is not present within 30 minutes after a meeting of the Committee is due to commence, the meeting must be adjourned to a time and place determined by the secretary but being no more than 20 and no less than 5 Business Days after the meeting (**Adjourned Meeting**). The secretary must serve notice of the Adjourned Meeting to each Member at least 3 Business Days before the Adjourned Meeting.

28.9 Quorum for Adjourned Meetings

A quorum at an Adjourned Meeting is the presence of such of the Representatives or Alternative Representatives of Financial Members present 30 minutes after the meeting is due to commence, provided that the Representative or Alternative Representative of at least 1 Member is present.

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29 VOTING RIGHTS OF MEMBERS

29.1 Voting rights of Financial Members

A Member's voting rights at a meeting of the Committee are only exercisable if the Member is a Financial Member immediately before the commencement of the meeting.

29.2 Members that are not Financial Members

Despite the fact that a Member is not a Financial Member, the Member or their Representative or Alternative Representative may attend and address a meeting of the Committee.

29.3 No casting vote of chairperson

The chairperson does not have a casting vote at a meeting of the Committee.

30 APPOINTMENT OF A PROXY

30.1 Who can appoint a proxy

(a) A Representative or Alternative Representative may appoint a proxy if authorised to do so by a Member in accordance with **clause 8.5.**

(b) If a Member wishes to subdivide a Relevant Stratum Lot of which it is the registered proprietor to create 2 or more Relevant Stratum Lots, members of the Relevant Stratum Lots may jointly appoint a proxy.

(c) A proxy must be a natural person.

30.2 How to appoint a proxy

A Representative or Alternative Representative may appoint a proxy at any time prior to the commencement of a meeting of the Committee by delivering to the Building Manager a signed Proxy Form.

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30.3 Power of proxy

(a) A Proxy Form may include instructions from the Representative or Alternative Representative to the proxy about how to vote.

(b) A vote by a proxy which is in contravention of the Representative or Alternative Representative's instructions noted in the Proxy Form will be invalid.

(c) A proxy cannot vote at a meeting if a Member, Representative or Alternative Representative cast a vote at the meeting.

31 RESOLUTIONS OF COMMITTEE

31.1 Necessity for resolutions

(a) The Committee can only make a decision by passing a resolution.

(b) Some decisions need to be made by Unanimous Resolution. These decisions are specified in this management statement. All other resolutions are to be determined by Ordinary Resolution.

31.2 Resolution affecting a Facility or the Schedule of Facilities

(a) A Member is only entitled to vote at a meeting of the Committee in relation to a resolution affecting a Facility:

(i) which is, or will be, situated in that Member's Relevant Stratum Lot;

(ii) for which the Member is, or will be, required to make a Contribution; or

(iii) in relation to which the Member is, or will be, entitled to an allocation of income.

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(b) The value of the vote of a Member entitled to vote in relation to a resolution affecting a Facility is the same as the value of the vote applicable to the Member according to **clause 31.3**.

(c) The value of the vote of a Member entitled to vote in relation to a resolution concerned with adding a new Facility is the same as the value of the vote applicable to the Member according to **clause 31.3**.

(d) A Member is only entitled to vote at a meeting of the Committee in relation to a resolution affecting the Schedule of Facilities, where the resolution changes the way the Schedule of Facilities deals with a Facility:

(i) which is, or will be, situated in that Member's Relevant Stratum Lot;

(ii) for which the Member is, or will be, required to make a Contribution; or

(iii) in relation to which the Member is, or will be, entitled to an allocation of income.

(e) The value of the vote of a Member entitled to vote in relation to a resolution affecting the Schedule of Facilities is the same as the value of the vote applicable to the Member according to **clause 31.3**.

(f) A resolution affecting a Facility or the Schedule of Facilities, includes a resolution:

(i) modifying or replacing an existing Facility;

(ii) extending an existing Facility;

(iii) adding as a Facility, an existing thing that the Committee identifies should be a Facility;

(iv) adding a new thing as a Facility;

(v) changing the use of a Facility;

(vi) restricting access to a Facility;

(vii) the effect of which is any interruption to the supply or availability of a Facility;

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(viii) varying the percentage of the cost applicable to Members for a Facility in the Schedule of Facilities; or

(ix) affecting the allocation of any income received in relation to a Facility.

31.3 Resolution not affecting a Facility or the Schedule of Facilities

In relation to a resolution which does not affect a Facility or the Schedule of Facilities, each Member referred to below has a vote of the value indicated below:

Residential Stratum Owner	50%
Commercial Stratum Owner	50%

31.4 Unanimous Resolutions

The matters which the Committee must determine by Unanimous Resolution are:

(a) varying this management statement;

(b) adopting or varying a Code;

(c) any matter affecting the adding of a new Shared Facility;

(d) varying a Management Plan;

(e) any matter affecting the amending of a percentage of the cost applicable to Members for a Shared Facility in the Schedule of Shared Facilities;

(f) any matter requiring payment of moneys by a Member, to the extent that the requirement to make such payment is not otherwise dealt with in this management statement;

(g) the appointment of and entering into an agreement with or the termination of an agreement with:

(i) the Strata Managing Agent; or

(ii) the Building Manager;

(h) any matter that the Committee may have determined by Unanimous Resolution should be the subject of a Unanimous Resolution; and

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(i) any matter in relation to which this management statement prescribes a Unanimous Resolution.

31.5 Consent of Proponent to certain resolutions

During the 5 years after the date of registration of this management statement, the Committee must not, unless it has received the prior consent of the Proponent, pass any resolution whatsoever in relation to the following matters:

(a) varying this management statement;

(b) varying a Code;

(c) varying a Management Plan;

(d) making or varying Rules;

(e) varying the Schedule of Facilities or doing anything else affecting a Facility or the Schedule of Facilities,

and any resolution passed without such consent is of no effect.

31.6 Variation of this management statement

If the Committee resolves to vary this management statement, each person bound by this management statement must do all things reasonably necessary:

(a) to enable the requirements of the *Strata Schemes Development Act 2015 (NSW)* to be satisfied; and

(b) to ensure the registration of the variation.

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PART 5

Financial management

32 FUNDS TO BE ESTABLISHED BY COMMITTEE

The Committee must establish:

(a) the Administrative Fund as soon as reasonably practicable after the date of registration of this management statement; and

(b) the Capital Works Fund no later than as soon as reasonably practicable after the date of registration of the last Strata Plan registered in respect of Residential Stratum or Commercial Stratum.

33 REQUIREMENT FOR BUDGETS

(a) The Committee must determine the first Budget Period as soon as reasonably practicable after the date of registration of this management statement.

(b) The Committee must cause to be prepared a budget for each Budget Period and a document which records such budget (**Budget Document**).

(c) The Committee must adopt its first budget as soon as reasonably practicable after the date it determines the first Budget Period.

(d) Each budget must include enough money to enable the Committee to comply with its obligations under any applicable law and this management statement during the Budget Period to which it relates.

(e) The Budget Document for each Budget Period must include and specify:

(i) the amount estimated to be needed for the Administrative Fund; and

(ii) for each Facility:

(A) a description of the Facility;

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(B) the cost for the Budget Period estimated in connection with the Facility for the purposes of the Administrative Fund;

(C) the percentage of the cost referred to in **clause 33(e)(ii)(B)** that each Member (being either the percentage in the Schedule of Facilities or the percentage specifically determined by the Committee, acting reasonably, as the case may be) must contribute to the Administrative Fund; and

(D) the part of the cost referred to in **clause 33(e)(ii)(B)** payable by each Member.

(f) Subject to **clause 33(g)** the Budget Document for each Budget Period must include and specify:

(i) the amount estimated to be needed for the Capital Works Fund for all Facilities;

(ii) the percentage of the amount referred to in **clause 33(f)(i)** applicable to each Member (being either the Member's Standard Percentage or the percentage specifically determined by the Committee, acting reasonably, as the case may be); and

(iii) the part of the amount referred to in **clause 33(f)(i)** payable by each Member.

(g) The first budget adopted by the Committee need not include any provision for the Capital Works Fund.

(h) If:

(i) a Revised Schedule of Qualifying Facilities is adopted; or

(ii) the Schedule of Facilities then in force is varied by the Committee under **clause 43.2**,

(either of which events is a **Change**), the Committee must, as soon as reasonably practicable after the date of the Change, determine a fresh Budget Period which takes account of the Change and cause to be

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prepared a fresh budget for that period and a fresh Budget Document for such budget.

(i) For convenience, the Committee may, in the exercise of its absolute discretion:

(i) after a Change, use the Budget Document in force at the date of the Change, with such variations to the Budget Document as are necessary to implement the effect of the Change; or

(ii) cause to be prepared a fresh Budget Document which takes account of the Change.

34 MEMBER'S STANDARD PERCENTAGES

34.1 Determinations

The Committee must determine the Member's Standard Percentage for each Member at the same time as it adopts its first budget.

34.2 Review

Before it adopts any budget subsequent to the first budget, the Committee must review the determinations of the Member's Standard Percentages then in force and determine whether they should remain in force or should be varied as determined by the Committee, acting reasonably.

35 CONTRIBUTIONS

(a) The budget for each Budget Period must be considered by the Committee at a meeting of the Committee. Before the meeting, each Member must be given:

(i) the Budget Document prepared according to **clause 33**;

(ii) the then current audit report prepared according to **clause 36**; and

(iii) the then current financial statements prepared according to **clause 36**.

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The Committee must resolve:

(iv) whether to accept the budget in its entirety or with such changes as it considers appropriate; and

(v) to determine the amount that will be needed for the Administrative Fund and the Capital Works Fund for the Budget Period (**Funding Requirement**).

(b) The Committee must determine and levy Members for Contributions totalling the Funding Requirement for each Budget Period. The Contributions levied for the Administrative Fund and the Capital Works Fund must coincide with the amounts for them in the budget as accepted by the Committee. The Committee must determine whether Members must pay the Contributions in a lump sum or by instalments and, if by instalments, the dates by which those instalments are payable.

(c) Despite any other provision in this management statement, the Committee is not obliged to determine the amount that will be needed for the Capital Works Fund in respect of the first Budget Period.

(d) The Committee must levy Contributions as soon as reasonably practicable after the Committee accepts a budget and determines the amount that will be needed for the Administrative Fund and the Capital Works Fund.

(e) The Committee must levy Members for:

(i) additional Contributions to the Administrative Fund if at any time the Committee determines that there is insufficient money in the Administrative Fund to meet the payments out of that fund for a Budget Period; and

(ii) additional Contributions to the Capital Works Fund if at any time the Committee determines that there is insufficient money in the Capital Works Fund to meet the payments out of that fund for a Budget Period.

(f) The Committee may determine to levy a Member for additional Contributions to the Administrative Fund if a Member consistently engages the services of the Building Manager beyond the percentage of costs payable by the Member for the Building Manager.

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36 PREPARING FINANCIAL STATEMENTS

(a) Not later than 60 Business Days after the end of a Budget Period, the Committee must:

(i) have its accounts audited by a qualified auditor; and

(ii) prepare a financial statement for each of its funds,

for that period.

(b) The financial statements for the Administrative Fund must show:

(i) the balance in the fund carried forward from the immediately preceding Budget Period which shows the respective interests of the Members;

(ii) a statement of income and expenditure;

(iii) the amount and particulars of each item of income;

(iv) the amount and particulars of each item of expenditure;

(v) for each Member, an allocation of each item of expenditure in the financial statements, other than a tax payable to the Australian Taxation Office, in accordance with the percentage that the Member must contribute in connection with that item (being either the percentage in the Schedule of Facilities or the percentage specifically determined by the Committee, acting reasonably, as the case may be);

(vi) for each Member, an allocation of the income (other than Contributions) in the financial statements in accordance with the Member's Standard Percentage;

(vii) for each Member, an allocation of each item of tax or income payable to the Australian Taxation Office in accordance with the Member's Standard Percentage;

(viii) the balance in the fund being carried forward to the immediately succeeding Budget Period which shows the respective interests of the Members;

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(ix) any arrears of Contributions;

(x) the balance of the bank account of the fund at the end of the Budget Period;

(xi) the amount of any surplus money distributed between the Members in accordance with **clause 40**; and

(xii) any other information determined to be relevant by the Committee.

(c) The financial statements for the Capital Works Fund must show:

(i) the balance in the fund carried forward from the immediately preceding Budget Period which shows the respective interests of the Members;

(ii) a statement of income and expenditure;

(iii) the amount and particulars of each item of income;

(iv) the amount and particulars of each item of expenditure;

(v) for each Member, an allocation of each item of expenditure in the financial statements in accordance with the Member's Standard Percentage or another percentage determined by the Committee before the expenditure was made;

(vi) for each Member, an allocation of the income (other than Contributions) in the financial statements in accordance with the Member's Standard Percentage;

(vii) the balance in the fund being carried forward to the immediately succeeding Budget Period which shows the respective interests of the Members;

(viii) any arrears of Contributions;

(ix) the balance of the bank account of the fund at the end of the Budget Period;

(x) the amount of any surplus money distributed between the Members in accordance with **clause 40**; and

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(xi) any other information determined to be relevant by the Committee.

(d) If an item of expenditure has been wholly or partially offset by receipt of an amount under an insurance policy, any amount allocated under **clauses 36(b)(v)** or **36(c)(v)** should be reduced by the amount so received and the amount so received should not be allocated as income under **clauses 36(b)(vi)** or **36(c)(vi)**.

37 NOTICES FOR CONTRIBUTIONS

(a) Subject to **clause 37(b)**, the Committee must, at least 20 Business Days before an instalment of a Contribution is due, serve on each Member a notice showing for each of the Capital Works Fund and the Administrative Fund:

(i) the total Contribution to be paid;

(ii) the instalment of the Contribution the Member must pay; and

(iii) the date the payment is due.

(b) If the Committee has to raise funds in an emergency, it may serve less than 20 Business Days notice of the Contribution.

38 BANKING MONEY AND INTEREST ON ACCOUNTS

(a) The Committee must establish and maintain a bank account for each of the Administrative Fund and the Capital Works Fund in the name of the Committee and deposit all Contributions and other money received by the Committee into those accounts.

(b) The Committee may only withdraw money from the accounts referred to in **clause 38(a)** to pay for things allowed by this management statement.

(c) The Committee may place money in an interest bearing deposit account at a bank. If the account earns interest, the Committee must:

(i) credit it to one of the bank accounts referred to in **clause 38(a)**; and

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(ii) allocate it to each of the Members in the financial statements for the Budget Period during which it is earned.

39 LATE PAYMENTS

(a) The Committee may recover as a debt from the person responsible:

(i) unpaid Contributions;

(ii) any amount payable to the Committee for services provided by the Committee that is unpaid;

(iii) any other money due to the Committee under this management statement and unpaid; and

(iv) any costs whatsoever incurred by the Committee because of the non-payment of the Contributions or other money.

(b) A Member, a Strata Lot Owner and a Specified Occupier must pay the Committee interest on any amount they owe the Committee under this management statement and which has not been paid on time from and including the day on which the payment was due until the day it is paid.

(c) The Committee must calculate interest payable under **clause 39(b)** on daily balances at the Interest Rate for the period current at the time the payment is made, or if there is no such interest rate, at such other interest rate as the Committee determines, acting reasonably.

40 SURPLUS MONEY

(a) If there is surplus money in the Administrative Fund at the end of a Budget Period, then the Committee must distribute it between the Members, in full, either having regard to the respective interests of the Members referred to in **clauses 36(b)(viii)** and **36(c)(vii)**.

(b) If there is surplus money in the Capital Works Fund at the end of a Budget Period, the Committee may retain surplus monies in the Capital Works Fund for use in the following Budget Period.

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(c) The Committee may distribute surplus monies in a manner other than that set out in **clauses 40(a)** and **40(b)** if it determines to so by a Unanimous Resolution.

41 SITUATION IF THERE IS A DISPUTE

(a) A Member is not excused from paying a Contribution to the Administrative Fund, a Contribution to the Capital Works Fund or any other amount payable to the Committee under this management statement because of a dispute or a disagreement with the Committee, including a dispute about the amount of a payment.

(b) If a Member has a dispute or disagreement with the Committee about the amount of a Contribution to the Administrative Fund or a Contribution to the Capital Works Fund or any other amount payable to the Committee, the Member must continue to pay Contributions at the rate determined at that time according to this management statement. After the dispute or disagreement is resolved, the Member and the Committee must make any necessary payment by way of adjustment.

(c) A Member's rights against the Committee are not affected if the Member continues to pay Contributions to the Administrative Fund or the Capital Works Fund according to this **clause 41** in the event of a dispute or disagreement.

42 REIMBURSEMENT OF COMMITTEE

If, as a result of the inappropriate or irresponsible action or inaction of an Owner or Specified Occupier of a Relevant Stratum Lot or a Strata Lot, the Committee incurs expense of any type, for example, in connection with the calling out to the Building of the fire brigade, the Committee may recover from the responsible Owner or Specified Occupier the amount of that expense within 14 days after the Committee serves notice and demands payment of the amount of the expense, as a debt due and payable by the Owner or Specified Occupier to the Committee.

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PART 6

Facilities

43 SCHEDULE OF FACILITIES

43.1 Schedule of Facilities during the Development Period

(b) If, at any time during the Development Period, the Proponent considers it necessary or desirable to do so having regard to:

(i) the fact that items included in the Schedule of Facilities then in force are no longer considered to be Facilities;

(ii) the need to add additional Facilities to the Schedule of Facilities then in force;

(iii) changes in the use of Facilities; or

(iv) the fair and equitable allocation of costs in connection with Facilities,

the Proponent can prepare and submit to the Committee a further schedule of Qualifying Facilities (**Revised Schedule of Qualifying Facilities**).

(c) A Revised Schedule of Qualifying Facilities is taken to be adopted by the Committee as the Schedule of Facilities then in force from the first day of the month immediately after the Revised Schedule of Qualifying Facilities is submitted to the Committee under **clause 43.1(b)**.

(d) The Schedule of Facilities in force as a result of the adoption of a Revised Schedule of Qualifying Facilities remains in force until the day, if any such day occurs, that:

(i) the Committee adopts another Revised Schedule of Qualifying Facilities under **clause 43.1(c)**; or

(ii) the Committee varies the Schedule of Facilities under **clause 43.2**.

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(e) If a Schedule of Facilities is varied by the Committee under **clause 43.2**, the Schedule of Facilities so varied is in force from the day such variation is effective until the day, if any such day occurs, that:

(i) the Committee adopts a Revised Schedule of Qualifying Facilities under **clause 43.1(c)**; or

(ii) the Committee further varies the Schedule of Facilities so varied under **clause 43.2**.

(f) The Proponent must act in good faith when preparing and submitting the Revised Schedule of Qualifying Facilities and must use all reasonable endeavours to ensure that the inclusion of Qualifying Facilities and the allocation of costs in connection with those Qualifying Facilities is based on the best information, materials and advice available to it at the time.

43.2 Variation of Schedule of Facilities by the Committee

(a) Subject to **clause 31.5**, the Committee may at any time it considers it necessary or desirable to do so having regard to:

(i) the fact that items included in the Schedule of Facilities then in force are no longer considered to be Qualifying Facilities;

(ii) the need to add additional Qualifying Facilities to the Schedule of Facilities;

(iii) changes in the use of Facilities;

(iv) the extent to which a particular Member uses a Facility;

(v) the fair and equitable allocation of costs in connection with the Facilities,

determine by Unanimous Resolution to vary the Schedule of Facilities then in force.

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(b) The Committee must not remove or add a Facility to the Schedule of Facilities if that will materially prejudice an Owner or Specified Occupier

(c) For convenience, the Committee may, in the exercise of its absolute discretion:

(i) use the Schedule of Facilities in force at the date of the variation with such changes to the Schedule of Facilities as are necessary to implement the variation; or

(ii) cause to be prepared and adopt an updated Schedule of Facilities which takes account of the variation.

43.3 Review of Schedule of Facilities

(a) In accordance with clause 2 of Schedule 4 of the Development Act, the Committee must complete a review of the allocation of the cost of the Facilities:

(i) as soon as practicable after any change in the Facilities or use of the Facilities; and

(ii) at least once every 5 years even if there has not been a change in the Facilities or use of the Facilities.

(b) The Committee must engage an appropriately qualified consultant to assist with the review referred to in **clause 43.3(a)**.

(c) Following completion of the review, the Committee must:

(i) arrange for the Schedule of Facilities to be revised as necessary, in accordance with the recommendations made by the qualified consultant as part of the review; and

(ii) arrange for the revised Schedule of Facilities to be registered in accordance with **clause 43.4**.

(d) If the review is undertaken during the Development Period, the Committee must also obtain the Proponent's consent to the revised Schedule of Facilities. The Proponent's decision to give, or withhold, consent can only be based on what, in the Proponent's reasonable view, is a fair and equitable allocation of the cost of the Facilities.

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43.4 Registration of revised Schedule of Facilities

(a) The Committee must cause any revision of the Schedule of Facilities to be registered at the Office of Land Registry Services as soon as reasonably practicable after:

(i) the Proponent submits a Revised Schedule of Qualifying Facilities;

(ii) completion of the review of the Schedule of Facilities in accordance with **clause 43.3(a)**; or

(iii) the Committee passes a special resolution to vary the Schedule of Facilities in accordance with **clause 43.2.**

(b) Each Owner must promptly sign all documents, including all Office of Land Registry Services forms, and do all other things reasonably necessary to facilitate the registration of any revision to the Schedule of Facilities at the Office of Land Registry Services.

43.5 Minimum requirement for Schedule of Facilities

Notwithstanding any provision of this management statement, the Schedule of Facilitates must include:

(a) Each lift that is the subject of access rights for the benefit of another Stratum Lot under an easement or this statement;

(b) Each other lift that is in the same lift core as a lift referred to in **clause 43.5(a).**

44 FACILITIES GENERALLY

(a) In addition to the Facilities referred to in the Schedule of Facilities, the following are taken to be Facilities:

(i) pipes, wires, cables and ducts which are connected to, form part of or are otherwise essential to the operation of a Facility; and

(ii) any room or area in which a Facility is located and which is not itself referred to as a Facility in the Schedule of Facilities.

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Expenditure for any of these additional Facilities is to come from the same source as the expenditure for the Facility with which they have a connection.

(b) Expenditure for Facilities referred to in the Schedule of Facilities includes costs of or in connection with:

(i) the operation and Maintenance of the Facilities;

(ii) the securing of the Facilities;

(iii) parts or consumables used in the operation and Maintenance of the Facilities;

(iv) labour used in the operation and Maintenance of the Facilities;

(v) any inspection of Facilities by an Authority; and

(vi) any certification of the Facilities required by law.

(c) If the Proponent pays an expense incurred by the Committee in relation to a Facility, on behalf of the Committee, the Proponent is entitled to reimbursement for such expense as follows: the Committee must arrange for each Member to reimburse the Proponent in the proportion the expense is allocated to the Member in the Schedule of Facilities.

45 RIGHT TO ACCESS AND USE FACILITIES

(a) Unless this management statement or a Rule specifies otherwise, a Facility may only be used and enjoyed by the following persons:

(i) the Owner of a Relevant Stratum Lot that contributes to the Facilities Expenditure for that Facility;

(ii) the Owner of a Strata Lot which is part of a Relevant Stratum Lot whose Owner contributes to the Facilities Expenditure for that Facility; and

(iii) the Occupier of a part of a Relevant Stratum Lot whose Owner contributes to the Facilities Expenditure for that Facility.

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(b) A person is only entitled to access and use a Facility under **clause 45(a)** to the extent that such access and use is necessary and appropriate.

(c) The right to access a Facility is a right to use all available appropriate means of access to that Facility with the exception of any means of access which the Committee determines is not appropriate for use by persons other than the Owner of the Relevant Stratum Lot in which the Facility is located. The Committee must ensure that any person accessing and Maintaining a Facility is appropriately qualified.

46 GOODS

46.1 Removal of goods

Each person bound by this management statement acknowledges and agrees that:

(a) subject to **clause 46.1(b)**, the Building Manager may dispose of goods, other than a Vehicle, left in any access way, shared area, Facility, if:

(i) a Disposal Notice has been placed on or near the goods and the goods have not been removed from the area within the period specified in the Disposal Notice;

(ii) they are perishable goods; or

(iii) they consist only of rubbish; and

(b) in the event of an Emergency, the Building Manager is not required to place a Disposal Notice on or near the goods.

46.2 Release of Indemnity

Each person bound by this management statement acknowledges and agrees to indemnify and release the Building Manager and Committee of any costs, claims or liability in relation to the disposal of goods; or owned by a person bound by this management statement, their agents or their invitees, under this **clause 45**.

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47 CAR SPACES

47.1 Obligations on Owners and Occupiers

(a) Owners and Occupiers must not, and ensure their agents and invitees do not:

(i) park or stand a Vehicle in a car space that is not their Designated Car Space:

(ii) give any person a key or Security Key to the Building for the purposes of allowing that person to use a car space that is not their Designated Car Space.

(b) Owners and Occupiers must, and ensure their agents and invitees do:

(i) comply with the directions of the Building Manager in connection with access to and use of car spaces; and

(ii) ensure their visitors comply with the directions of the Building Manager in connection with access to and use of car spaces.

47.2 Removal of Vehicles

Each person bound by this management statement acknowledges and agrees that:

(a) subject to **clause 47.2(b)**, the Building Manager may remove a Vehicle which is parked in a car space that is not a Designated Car Space, if a Removal Notice has been placed on or near the Vehicle and the Vehicle has not been removed from the area within the period specified in the Removal Notice;

(b) the Building Manager may cause a Vehicle to be moved to the nearest place where it may be moved where it no longer obstructs the use a Designated Car Space and for that purpose the Building Manager is taken to be the owner of the Vehicle; and

(c) in the event of an Emergency, the Building Manager is not required to place a Removal Notice on or near the Vehicle.

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47.3 Release of Indemnity

Each person bound by this management statement acknowledges and agrees to indemnify and release the Building Manager and Committee of any costs, claims or liability in relation to the removal of a Vehicle owned by a person bound by this management statement, their agents or their invitees, under this **clause 47**.

48 RESPONSIBILITY FOR EXPENDITURE FOR FACILITIES

Each Member is responsible for the share of Facilities Expenditure allocated in the Schedule of Facilities or if the Schedule of Facilities does not make provision in respect of expenditure for a particular Facility, then the expenditure for that Facility and the allocation of that expenditure as determined by the Committee, acting reasonably.

49 DISPUTE ABOUT PAYMENTS

If there is a dispute about an amount attributed in a budget to a Member in connection with a Facility, the Member must pay the amount attributed until the dispute is resolved. After resolution of the dispute, the Member or the Committee, as the case may be, must make any necessary payment by way of adjustment.

50 COMMUNICATIONS ROOM

50.1 Construction in Communications Room and leasing

It is intended that:

(a) there will be constructed and installed in the Communications Room, infrastructure necessary to provide certain telecommunications services to the Building;

(b) a lease or leases will be granted to approved telecommunications service providers, being licensed carriers under the *Telecommunications Act 1997 (Cth)*, of all or part of the Communications Room for terms of 99 years and for an annual rent of $1 (**Communications Room Leases**); and

(c) if the lease is granted under this clause then:

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(i) that lease will be subject to rights under this statement and any easement in respect of the relevant area granted before the lease; and

(ii) any part of the Communications Room used by an Owner or Specified Occupier will excluded from the premises in the lease.

50.2 Requirement by Proponent

If required by the Proponent, the Residential Stratum Owners Corporation or Commercial Stratum Owners Corporation, as applicable, must do all things reasonably necessary and as soon as reasonably practicable to either:

(a) grant the Communications Room Lease; or

(b) acknowledge and confirm, to the extent necessary, the existence of the Communications Room Lease previously granted by the Proponent.

50.3 Acknowledgement

Each person bound by this management statement acknowledges that:

(a) all or a part of the Communications Room is a Facility; and

(b) any rights granted and obligations imposed under this management statement in relation to the Communications Room are subject to the rights granted and obligations imposed under the Communications Room Lease.

51 DAMAGE TO FACILITIES

A Member, a Strata Lot Owner and a Specified Occupier must:

(a) use a Facility only for its intended purpose;

(b) immediately notify the Committee if they know about damage to or a defect in a Facility;

(c) not interfere with a Facility without the prior consent of the Committee and, in particular, must not do anything in relation to the Planting and Landscaping which may have a detrimental effect, including by watering or cultivating it or by removal from or addition to it of anything; and

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(d) compensate the Committee for any damage to a Facility caused by them or by any Permitted Person for whom they are responsible.

52 FAÇADE

The Committee must:

(a) ensure that:

(i) the Façade is Maintained and remains in accordance with the Architectural and Signage Code; and

(ii) nothing is attached to or marked on any part of the Façade (for example, signs or banners) unless the thing is in accordance with the Architectural and Signage Code and, if the Architectural and Signage Code so provides, the Committee has served its prior consent; and

(b) carry out all works necessary to comply with the obligation in **clause 52(a)**.

53 NON FACILITY FAÇADE

(a) If a Member has a part of the Non Facility Façade located within their Stratum Lot then that Member must ensure that any part of the Non Facility Façade located within their Stratum Lot:

(i) aligns with the general appearance of the Building; and

(ii) is kept in a good state of repair.

(b) If a Member fails to comply with **clause 53(a)** then the Committee has the right at any time to give notice to that Member requiring compliance with those obligations.

(c) If the Member fails to comply with a notice given under **clause 53(b)** then the Committee has the right, but not the obligation, to carry out all works necessary to the Non Facility Façade to ensure that it complies with **clauses 53(a)(i)** and **53(a)(ii)**.

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(d) Before undertaking any action under **clause 53(c)** the Committee must provide the Member with at least 30 days notice of its intention to carry out works to the Non Facility Facade.

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PART 7

Miscellaneous

54 MISCELLANEOUS

54.1 Severability

(a) If the whole or any part of a provision of this management statement is void, unenforceable or illegal:

(i) it is severed; and

(ii) the remainder of the provisions of this management statement have full force and effect.

(b) This **clause 54.1** has no effect if the severance alters the basic nature of this management statement or is contrary to public policy.

54.2 Committee's exercise of rights

The following provisions apply:

(a) the Committee can exercise a right, power or remedy:

(i) at its discretion; and

(ii) separately or concurrently with another right, power or remedy;

(b) a single or partial exercise of a right, power or remedy by the Committee does not prevent a further exercise of that or of any other right, power or remedy; and

(c) failure by the Committee to exercise or delay by the Committee in exercising a right, power or remedy does not prevent its exercise later.

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55 DISPUTES

55.1 Disputes generally

(a) For the purposes of this **clause 55**, 'party' or 'parties' mean the party or parties to a dispute. The party or parties to a dispute may be the Committee, a Member, a Strata Lot Owner or a Specified Occupier. Where a Member seeks a consent or approval under this management statement on behalf of a Specified Occupier then the Specified Occupier is also a party for a dispute about that consent or approval.

(b) The parties must endeavour in good faith to resolve disputes about this management statement before taking action under this **clause 55**.

(c) The parties must deal with disputes about this management statement according to this **clause 55**. Such disputes may include:

(i) the failure of the Committee or an officer of the Committee failing to comply with the provisions about meetings of the Committee;

(ii) the application of this management statement, a Code, a Management Plan or any Rule;

(iii) a dispute about whether a decision is correctly made under this management statement;

(iv) a dispute about the nature, exercise of, or compliance with, rights and obligations that apply to the Committee, a Member, a Strata Lot Owner or a Specified Occupier under this management statement; and

(v) using and paying the allocated share of Facilities Expenditure.

55.2 Notice of dispute

A party must serve another party with a notice of dispute. In the notice the party must:

(a) describe what the dispute is about;

(b) identify the provisions of this management statement or the law that apply to the dispute;

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(c) state the position of the party;

(d) set out the facts and other circumstances on which the party relies; and

(e) attach copies of correspondence and other documents referred to in the notice of dispute.

55.3 Negotiation

Within 10 Business Days after a party serves a notice of dispute, the parties to the dispute must meet in person at an agreed time and place to try to resolve the dispute by negotiation. If they cannot agree on the time and place, they must meet at the office of the Strata Managing Agent at a time determined by the Strata Managing Agent during normal working hours not less than 5 Business Days and not more than 10 Business Days after the notice of dispute was served.

55.4 Mediation

(a) If the parties cannot resolve their dispute by negotiation, a party must serve a mediation notice requiring the parties to:

(i) refer the dispute to mediation; and

(ii) appoint a mediator from the list of mediators kept by LEADR, or such other mediator determined by the NSW Law Society, to mediate the dispute

(b) If the parties cannot agree on a mediator from the list of mediators kept by LEADR within 5 Business Days after a party serves a mediation notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:

(i) appoint a mediator from the list of mediators kept by LEADR; and

(ii) determine the remuneration of the mediator.

(c) The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within 5 Business Days after the mediator is appointed, they do not agree on:

(i) the mediation rules they will adopt; and

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(ii) the timetable for the mediation procedures.

(d) The mediation must take place in Sydney.

55.5 Expert determination

(a) If the parties cannot resolve their dispute by mediation, a party may serve a determination notice requiring the parties to:

(i) refer the dispute to an independent expert for determination; and

(ii) appoint an expert to determine the dispute.

(b) If the parties cannot agree on an expert within 5 Business Days after a party serves a determination notice, a party may ask the chairperson of LEADR (or vice chairperson if the chairperson declines) to:

(i) appoint an appropriate expert having regard to the nature of the dispute; and

(ii) determine the remuneration of the expert.

(c) The parties must instruct the expert to:

(i) act as an expert and not as an arbitrator;

(ii) determine the rules for the conduct of the expert determination; and

(iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

(d) The expert:

(i) is not bound to observe the rules of natural justice or the rules of evidence;

(ii) may obtain and refer to documents and information not provided by the parties; and

(iii) must determine the dispute and give written reasons for the decision within 20 Business Days of being appointed.

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(e) The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

55.6 Costs

The parties to the dispute must:

(a) equally share the cost of any mediator or expert involved in their dispute (unless the mediator or expert decides otherwise); and

(b) pay their own costs in connection with the dispute (unless the mediator or expert decides otherwise).

56 NOTICES

56.1 Serving of Notices

Any notice, demand, consent, approval, application, request or other communication to be served under this management statement (**Notice**) must be in writing and must be served on the recipient at its address for service by being:

(a) hand delivered;

(b) sent by fax;

(c) sent by email;

(d) sent by prepaid mail within Australia; or

(e) sent by prepaid Express Post International airmail, if the sender and the recipient are in different countries.

56.2 Giving of Notices to Committee

For the purposes of **clause 56.1**, where the intended recipient of any Notice to be served under this management statement is the Committee, it must be served on the Committee care of the Strata Managing Agent or as otherwise notified by the Committee.

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56.3 Date on which Notice is served

A Notice is served if:

(a) hand delivered, on the date of delivery;

(b) sent by fax and the sending party's fax machine reports that the fax has been successfully transmitted:

(i) before 5pm on a Business Day, on that day;

(ii) after 5pm on a Business Day, on the next Business Day after it is sent; or

(iii) on a day that is not a Business Day, on the next Business Day after it is sent;

(c) sent by email and the sending party's electronic equipment reports that the email has been sent:

(i) before 5 pm on a Business Day, on that day;

(ii) after 5 pm on a Business Day, on the next Business Day after it is sent; or

(iii) on a day that is not a Business Day, on the next Business Day after it is sent,

and the sender does not receive a delivery failure notice;

(d) sent by prepaid mail within Australia, on the date that is 2 Business Days after the date of posting; or

(e) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

57 RULES

57.1 Rules during the Development Period

(b) The Proponent may prepare and submit to the Committee a set of Rules (**Initial Set of Rules**).

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(c) The Initial Set of Rules is taken to have been adopted by the Committee on the first day of the month immediately after it is submitted to the Committee under **clause 57.1(b)**, or earlier, if the Committee so determines.

(d) If, at any time during the Development Period, the Proponent considers it necessary or desirable to do so the Proponent can prepare and submit to the Committee a varied set of Rules (**Revised Set of Rules**).

(e) A Revised Set of Rules is taken to have been adopted by the Committee on the first day of the month immediately after it is submitted to the Committee under **clause 57.1(d)** or earlier, if the Committee so determines.

(f) The Proponent must act in good faith when preparing and submitting the Initial Set of Rules and any Revised Set of Rules and must use all reasonable endeavours to ensure that such Rules are based on the best information, materials and advice available to it at the time.

57.2 Making or variation of Rules by the Committee

Subject to **clause 31.5**, the Committee may at any time it considers it necessary or desirable to do so determine by Unanimous Resolution to make additional Rules or vary any Rules then in force and when any such additional Rules or varied Rules take effect.

57.3 Matters to be taken account of for Rules

When the Committee makes additional Rules or varies any Rules then in force it must take into account the existence of mixed uses in the Building and the various elements comprising the Building, including the individual needs of those elements.

57.4 Limitation on Rules

The Committee must not make additional Rules or vary any Rules then in force in such a way as to detrimentally affect the operation and use of any part of the Building permitted by relevant planning laws.

57.5 Inconsistencies between Rules and other requirements

If the Committee makes additional Rules or varies any Rules then in force resulting in any such additional Rules or varied Rules being inconsistent with this

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management statement, any applicable law or any requirement of an Authority, then this management statement, the applicable law and the requirement of the Authority prevail to the extent of the inconsistency.

58 PROVISION OF CONTACT PARTICULARS

58.1 Request by Committee

If an owners corporation is requested by the Committee to provide Contact Particulars for the Owner or Specified Occupier of a Strata Lot in its Strata Scheme, the owners corporation must provide such Contact Particulars as it holds to the Committee either directly or through its Strata Managing Agent.

58.2 Request by Proponent

If an owners corporation is requested by the Proponent to provide Contact Particulars for the Owner or Specified Occupier of a Strata Lot in its Strata Scheme, to the extent it is permitted to do so by law, the owners corporation must provide such Contact Particulars as it holds to the Proponent, either directly or through its Strata Managing Agent.

58.3 Request by person providing a service addressed to Committee

If the Committee is requested by a person providing a service to the Owners and Specified Occupiers of Relevant Stratum Lots or Strata Lots, to provide Contact Particulars for those persons and, if in the opinion of the Committee reasonably held, it is appropriate for that person to have the Contact Particulars of those persons, the Committee may provide such Contact Particulars as it holds, either directly or through the Strata Managing Agent.

58.4 Request by person providing a service addressed to Proponent

If the Proponent is requested by a person providing a service to the Owners and Specified Occupiers of Relevant Stratum Lots or Strata Lots to provide Contact Particulars for those persons, the Proponent may provide such Contact Particulars as it holds.

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59 ALTERATION, EXTENSION OR RENEWAL OF SERVICE EQUIPMENT

If the Committee resolves that it is necessary or desirable that:

(a) service equipment associated with an existing service that is a Facility, be altered, extended or renewed; or

(b) a new service that will be a Facility; or

(c) service equipment associated with a new service that will be a Facility,

be installed, the Committee can require any Stratum Owner, Strata Lot Owner and Specified Occupier, whose property is affected by such alteration, extension, renewal or installation, to do all acts, matters and things that are reasonably practicable for it to do to assist, at the expense of the Committee.

60 WASTE STORAGE AND DISPOSAL

60.1 Responsibility

(a) The Committee has the overall responsibility for ensuring that garbage and recyclable material (**Waste**) is properly stored and regularly removed from the Building.

(b) Each Owner and Specified Occupier has obligations in relation to the storage and disposal of Waste from its Stratum Lot or Strata Lot.

60.2 Facilities

Garbage Disposal Facilities are Facilities.

60.3 Rights and obligations

(a) The Committee must take all necessary actions to:

(i) provide sufficient receptacles in the Garbage Disposal Facilities to store Waste generated in the Building pending its removal;

(ii) regularly clean and sanitise the Garbage Disposal Facilities, including the garbage and recyclable material receptacles; and

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(iii) arrange for the regular removal of Waste stored in the Garbage Removal Facilities.

(b) Each Owner and Specified Occupier of a Stratum Lot or a Strata Lot must deliver their garbage and recyclable material to the Garbage Removal Facilities and place it in the area (if any) allocated for its storage.

61 ARRANGEMENTS WITH CAR SHARE SCHEME OPERATOR

61.1 Compliance with relevant development consent

In order to comply with the relevant development consent, each Stratum Owners Corporation that has one or more Car Share Parking Spaces located on its Common Property and, to the extent applicable, each other Stratum Owner, must:

(a) as soon as reasonably practicable after the creation of its Strata Scheme, enter into a lease, or other similar legal arrangement in relation to the Car Share Parking Spaces, with an appropriately qualified person, to permit the operation of a Car Share Scheme from the Car Share Parking Spaces;

(b) ensure that the Car Share Parking Spaces are not used for any purpose other than for the operation of the Car Share Scheme;

(c) ensure that:

(i) all persons operating or participating in the Car Share Scheme; and

(ii) all vehicles used in the operation of the Car Share Scheme,

have access, at all times, to and from the Car Share Parking Spaces;

(d) ensure that appropriate arrangements are in place so that all persons operating or participating in the Car Share Scheme have access, at all times, to and from the Car Share Parking Spaces;

(e) ensure that the public liability insurance policy effected for the Building provides cover in connection with the operation of the Car Share Scheme; and

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(f) use reasonable endeavours to procure the promotion of awareness of the Car Share Scheme among residents in its Strata Scheme and encourage those residents to participate in the Car Share Scheme.

61.2 Facilities

It is acknowledged that all Car Share Parking Spaces are Facilities.

62 DEVELOPMENT ACTIVITIES

(a) Each person bound by this management statement acknowledges and must not object to the fact that the Proponent has the right and intends to carry out Development Activities during the Development Period.

(b) Each person bound by this management statement acknowledges and agrees to do all things necessary, including providing the Proponent access to any relevant part of the Land (including any relevant part of the Building), as and when required, to enable the Proponent to carry out Development Activities.

(c) When the Proponent exercises its rights under this **clause 62**, it must use all reasonable endeavours not to unreasonably interfere with the lawful use of the Land (including the Building) by any person referred to in **clause 6**.

63 RELEVANT WORKS

63.1 Consents

(a) A person must not carry out Relevant Works in the Building unless that person has obtained:

(i) the prior consent of the Committee; and

(ii) the prior consent of any Authority whose consent is required by any applicable law.

(b) If:

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(i) a Commercial Strata Lot Owner has applied to an Authority for approval to carry out Relevant Works before the date of registration of this statement (**Proposed Relevant Works**); and

(ii) the Proponent provided land owner's consent to those Proposed Relevant Works,

then the Commercial Strata Lot Owner is deemed to have obtained the consent of the Committee in accordance with **clause 63.1(a)(i)**.

63.2 Compliance

No Relevant Works can be carried out or remain in the Building unless the provisions of this **clause 63** and any relevant Code or Rule have been complied with and, in particular, all necessary consents have been obtained in accordance with this **clause 63** and any relevant Code or Rule and any conditions imposed on those consents have also been complied with.

63.3 Procedure regarding obtaining consent to Relevant Works

(a) A person applying for consent to carry out Relevant Works must provide detailed plans and specifications for the Relevant Works to the Committee when making the application. All costs relating to the application are to be borne by the applicant.

(b) To assist the Committee in the exercise of its powers under this **clause 63**, the Committee may request the person applying for consent to carry out Relevant Works to submit:

(i) confirmation from an appropriately qualified engineer or other professional consultant that the Relevant Works will not detrimentally affect the Building or any part of it, including any services or associated service equipment in the Building; and

(ii) any other information or material, including reports the Committee considers relevant.

(c) In determining whether to consent to an application to carry out Relevant Works, the Committee must act reasonably and without undue delay.

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(d) If the Committee does not make a determination within 3 months after determining that it has received all the information it requires to enable it to make a determination, the Committee is taken to have refused the application to carry out the Relevant Works.

(e) If the Committee consents to the carrying out of Relevant Works, that consent:

(i) does not prevent the Committee from refusing consent or giving consent with conditions, to future Relevant Works of the same or similar nature; and

(ii) is not to be taken to be consent by the Committee that the Relevant Works comply with any work, health and safety laws.

63.4 Conditions of consent to Relevant Works and compliance bond

The Committee may:

(a) impose such conditions as it considers necessary when it gives its consent to carry out Relevant Works under this **clause 63**; and

(b) require the person seeking consent to carry out Relevant Works to provide a compliance bond to the Committee in the amount determined by the Committee, acting reasonably.

63.5 Carrying out Relevant Works

A person who has received consent to carry out Relevant Works must:

(a) ensure that the Relevant Works are carried out in a proper, timely and workmanlike manner;

(b) ensure that the Relevant Works are carried out to the reasonable satisfaction of the Committee and any Authority whose consent was required to the Relevant Works;

(c) ensure that the Relevant Works do not detrimentally affect the Building, or any part of it, including any services or associated service equipment in the Building;

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(d) ensure that as little disruption and inconvenience as reasonably practicable is caused to Members, Strata Lot Owners and Specified Occupiers; and

(e) repair any damage caused to any part of the Building as a result of the Relevant Works, as soon as reasonably practicable.

63.6 Special Works

This **clause 63** does not apply to:

(a) any works carried out by the Proponent;

(b) any works inside a Commercial Strata Lot which comply with the applicable provisions of the Architectural and Signage Code; or

(c) any signage required by:

(i) a Commercial Strata Lot Owner; or

(ii) the registered proprietor of retail or commercial space in the Building outside the Commercial Strata Lots,

which complies with any applicable provisions of the Architectural and Signage Code.

63.7 Variation of clause 63

This **clause 63** can only be varied by Unanimous of the Committee and, during the 7 years after registration of this management statement, only with the prior consent of the Proponent.

64 MAINTENANCE, REPAIR AND STRUCTURAL ADEQUACY

64.1 Committee responsible for structures, etc

(a) The Committee must:

(i) Maintain the Facilities and, in particular, the structures, conduits and any other things or services integral to the support and proper operation of the Building, including ensuring that those structures,

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conduits and other things or services are regularly inspected and any necessary Maintenance action promptly undertaken; and

(ii) operate and Maintain any part of the Building which may, if not properly operated and Maintained, have an adverse impact on the proper functioning of the Building.

(b) In discharging its obligations under **clause 64.1(a)**, the Committee must:

(i) ensure that all Maintenance, including any associated work, is carried out properly;

(ii) cause as little damage as reasonably practicable to the Building and any Facility and, if damage is caused, restore the Building and any affected Facility as nearly as practicable to the condition it was in before the damage occurred.

64.2 Failure of Committee to carry out its obligations

(a) If the Committee does not carry out its obligations under **clause 64.1** in respect of a Relevant Stratum Lot then the Member that is the registered proprietor of that Relevant Stratum Lot must do anything reasonably necessary for the purpose of carrying out those obligations in respect of that Relevant Stratum Lot, including carrying out work on the Relevant Stratum Lot to do anything the Committee has failed to do under **clause 64.1**.

(b) In discharging its obligations under **clause 64.2(a)**, the Member that is the registered proprietor of the Relevant Stratum Lot must:

(i) ensure that all work is carried out properly;

(ii) cause as little damage as possible to the Building and any Facility within the Relevant Stratum Lot; and

(iii) if damage is caused, restore the Building and any Facility within the Relevant Stratum Lot as nearly as practicable to the condition it was in before the damage occurred.

(c) The Committee must pay the Member that is the registered proprietor of the Relevant Stratum Lot, within 14 days of a demand from that Member, the costs reasonably and properly incurred by that Member in complying with

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its obligations under this **clause 64.2** in relation to that Relevant Stratum Lot, including carrying out work on the Relevant Stratum Lot.

64.3 Member responsible for own Relevant Stratum Lot

Each Member must properly maintain the structures, conduits and any other thing or service located within the Member's Relevant Stratum Lot that do not comprise a Facility by, amongst other things, ensuring that those structures, conduits, machinery, equipment and other things or services are regularly inspected and any necessary Maintenance action promptly undertaken.

64.4 Failure of Member to carry out its obligations

(a) If a Member does not carry out its obligations under **clause 64.3** then the Committee may do anything reasonably necessary for the purpose of carrying out those obligations, including carrying out work on that Member's Relevant Stratum Lot to do anything the Member has failed to do.

(b) In exercising its rights under **clause 64.4(a)**, the Committee must:

(i) ensure that all work is done properly;

(ii) cause as little interference as practicable to the Member or any Occupier of the Relevant Stratum Lot;

(iii) cause as little damage as possible to the Relevant Stratum Lot and any improvements on it; and

(iv) if damage is caused, restore the Relevant Stratum Lot as nearly as practicable to the condition it was in before the damage occurred.

(c) Except where urgent work is required, the Committee must:

(i) before exercising its rights under **clause 64.4(a)**, by notice, give the Member that is the registered proprietor of the Relevant Stratum Lot a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation; and

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(ii) give the Member that is the registered proprietor of the Relevant Stratum Lot reasonable notice of the Committee's intention to enter the Relevant Stratum Lot.

(d) The Member that is the registered proprietor of the Relevant Stratum Lot must pay the Committee, within 14 days of a demand from the Committee, the costs reasonably and properly incurred by the Committee in doing anything reasonably necessary to remedy that Member's failure to comply with its obligations under **clause 64.3** in relation to that Relevant Stratum Lot, including carrying out work on the Relevant Stratum Lot.

64.5 Permission to enter a Relevant Stratum Lot

Each Member (**First Member**) must permit each other Member at reasonable times on reasonable notice to enter the First Member's Relevant Stratum Lot so as to:

(a) access areas within that other Member's own Relevant Stratum Lot where alternative means of access is not reasonably available or is likely to be substantially more costly; or

(b) access the First Member's Relevant Stratum Lot or another Relevant Stratum Lot to comply with obligations under an Affectation.

64.6 Time when Facilities should be Maintained

The Committee and any Owner obliged to Maintain Facilities must ensure, to the extent reasonably possible, that Maintenance is carried out at a time that will minimise the disruption to the use of the Facility and the enjoyment of parts of the Land benefited by the Facility.

65 UPGRADING AND REDEVELOPMENT

65.1 Members' agreement and acknowledgment

The Members agree and acknowledge that, in addition to and in compliance with the requirements of this management statement, the Building will require redeveloping and upgrading from time to time necessitating the carrying out of Relevant Works.

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65.2 Members' rights

Each Member may, in its absolute discretion and at its sole cost, carry out Relevant Works for the purpose of upgrading and redeveloping its Relevant Stratum Lot subject to receipt of consent under **clause 63**.

65.3 Committee to meet

The Committee must, at intervals of not less than 5 years commencing on the date of registration of this management statement, convene a meeting to discuss the state of the whole of the Building. If the Committee by Unanimous Resolution decides to carry out upgrading of the Building or redevelopment of the Land, it must request the secretary to prepare a detailed plan for the upgrading or redevelopment works (**Detailed Plan**).

65.4 Plan preparation

The secretary must, if requested by the Committee, procure the preparation of the Detailed Plan including costing and funding arrangements, and submit the plan to the Members for their consideration.

65.5 Consideration of plan

Within 42 days after the secretary submits the Detailed Plan to each Member, the Committee must meet to consider the plan and to decide if the plan is to be implemented.

65.6 Effecting works

If the Committee decides to implement the Detailed Plan, the secretary must obtain any consents required from any relevant Authority for undertaking and completing the upgrading or redevelopment works, and engage contractors, as necessary, to complete the works. The Members must do all things reasonably necessary to enable the secretary to obtain these consents and engage the contractors.

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66 SUBDIVISION

66.1 Staged subdivision of the Building by Proponent

(a) Each person bound by this management statement acknowledges that:

(i) the Proponent intends, but is not obliged, to procure the registration of a Strata Plan in respect of the Residential Stratum and Commercial Stratum in stages;

(ii) the Proponent may procure the registration of one or more Deposited Plans and one or more Strata Plans in addition to the plans referred to in **clause 66.1(a)(i)** in respect of any part of the Building after the date of registration of this management statement; and

(iii) the Proponent may, if required, at the time of registration of a plan referred to in **clauses 66.1(a)(i)** or **66.1(a)(ii)**, procure the registration of:

(A) one or more Affectations; and

(B) any necessary variations to this management statement; or

(C) a replacement strata management statement which is generally in the form of this management statement, with any variations necessary as a result of the subdivision effected by the plan so registered.

(b) Each person bound by this management statement is taken to have consented to and must promptly do all things necessary to assist in the carrying out of the matters referred to in **clause 66.1(a)**.

66.2 Subdivision creating Relevant Stratum Lots

(a) If a Member wishes to subdivide a Relevant Stratum Lot of which it is the registered proprietor to create 2 or more Relevant Stratum Lots (**Subdividing Member**):

(i) the Subdividing Member must serve on the other Members notice of the proportions of the Facilities Expenditures applicable to the

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Relevant Stratum Lot being subdivided (as set out in the Schedule of Facilities in relation to Facilities or as otherwise determined by the Committee) for which the Owners of the new Relevant Stratum Lots created as a result of the subdivision of the Relevant Stratum Lot are to be responsible;

(ii) to prepare the proportions of the Facilities Expenditure set out in **clause 66.2(a)(i)**, the Subdividing Member must engage a duly qualified consultant appointed by the Committee;

(iii) each person bound by this management statement other than the Subdividing Member must, to the extent that their consent is required under this management statement or any applicable law, promptly consent to the subdivision unless the subdivision would substantially detrimentally affect that person's use of Facilities or proportion of Facilities Expenditures in relation to Facilities;

(iv) each person bound by this management statement other than the Subdividing Member must, to the extent that their consent is required under this management statement or any applicable law, promptly agree to the registration of any Affectations and any necessary variations to this management statement unless their rights and obligations are substantially detrimentally affected by such Affectations or variations; and

(v) if a replacement strata management statement is required, each person bound by this management statement other than the Subdividing Member must, to the extent that their consent is required under this management statement or any applicable law, promptly agree to the registration of any Affectations and the replacement strata management statement:

(A) if their rights and obligations are not substantially detrimentally affected by such Affectations; and

(B) if the replacement strata management statement is in the form of this management statement, with only such variations as are required as a result of the subdivision and their rights and obligations under the replacement strata management statement are not substantially

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detrimentally different from those in existence under this management statement.

(b) Each Owner and Occupier of a Relevant Stratum Lot must ensure that any lease or other document creating rights over the whole or part of their Relevant Stratum Lot includes a term to the effect that the lessee or other rights holder must promptly do all things reasonably necessary to assist in the carrying out of the matters referred to in **clause 66.2(a)**, unless that lessee's or other rights holder's rights and obligations are substantially detrimentally affected.

(c) Subject to **clauses 66.2(a)** and **66.2(b)**, each person bound by this management statement agrees to promptly do all things reasonably necessary to assist in the carrying out of the matters referred to in **clauses 66.2(a)** and **66.2(b)**.

(d) This **clause 66.2** does not apply to anything done by the Proponent under **clause 66.1**.

66.3 Subdivision creating Strata Schemes

(a) If a Member wishes to subdivide a Relevant Stratum Lot of which it is the registered proprietor to create a Strata Scheme, each person bound by this management statement other than that Member must, to the extent that their consent is required under this management statement or any applicable law, promptly consent to the subdivision and promptly sign all documents and do all other things reasonably required in connection with the subdivision if that other person's rights and obligations as a result of the registration of any necessary variations to this management statement or the registration of any replacement strata management statement or Short Form Strata Management Statement or any Affectation to be lodged for registration with the Strata Plan will not be substantially detrimentally different from those in existence under this management statement.

(b) Each Owner and Occupier of a Relevant Stratum Lot must ensure that any lease or other document creating rights over the whole or any part of their Relevant Stratum Lot includes a term to the effect that the lessee or other rights holder must promptly sign all documents and do all other things reasonably necessary to facilitate the registration of any Strata Plan, any necessary variations to this management statement, or any replacement strata management statement or Short Form Strata Management

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Statement contemplated in this **clause 66**, unless that lessee's or other right holder's rights are substantially detrimentally affected.

(c) A Member who registers a Strata Plan in relation to their Relevant Stratum Lot after the date of this management statement must use reasonable endeavours to obtain an exemption from the Registrar-General under the Development Act to the lodgement of a replacement strata management statement with the proposed Strata Plan, on the basis that this management statement is already in force in respect of the Building.

(d) If a Member who wishes to register a Strata Plan in relation to their Relevant Stratum Lot does not obtain the exemption referred to in **clause 66.3(c)**:

(i) it must register a Short Form Strata Management Statement that refers to this management statement as the operative document; or

(ii) if that Member is unable to register a Short Form Strata Management Statement, the Member must register a replacement strata management statement in substantially the same terms as this management statement with only such changes as are reasonably required.

(e) This **clause 66.3** does not apply to anything done by the Proponent under **clause 66.1**.

66.4 Paying costs

(a) If a Member proposes to subdivide its Relevant Stratum Lot as referred to in this **clause 66**, that Member must pay the reasonable costs incurred by the Committee and any other person bound by this management statement in connection with the proposed subdivision and endorsing their consent on and signing or procuring the signing of documents.

(b) This **clause 66.4** does not apply to anything done by the Proponent under **clause 66.1**.

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66.5 Persons with legal interest on title

Any person with an interest registered on the title of a Relevant Stratum Lot must, to the extent that their consent is required under this management statement or any applicable law, consent and do all things reasonably necessary to ensure the registration of a document contemplated by this **clause 66**, if this **clause 66** is complied with.

66.6 Consents

Any consents given by the Members or the Committee to a Member in connection with the subdivision of that Member's Relevant Stratum Lot by a Deposited Plan or a Strata Plan continue in full force and effect even if this management statement ceases to have effect.

66.7 Terms to be incorporated into future strata management statements

The terms of this **clause 66** must be incorporated in any replacement strata management statement or Short Form Strata Management Statement registered in relation to the Building.

67 PLANTING AND LANDSCAPING

67.1 Planting and Landscaping Management Plan

(a) As soon as reasonably practicable after the date of registration of this management statement, the Proponent must prepare and submit to the Committee a Planting and Landscaping Management Plan (**Initial Planting and Landscaping Management Plan**).

(b) The Initial Planting and Landscaping Management Plan is taken to have been adopted by the Committee on the first day of the month immediately after it is submitted to the Committee or earlier, if the Committee so determines.

(c) If at any time during the Development Period, the Proponent considers it necessary or desirable to do so the Proponent can prepare and submit to the Committee a varied Planting and Landscaping Management Plan (**Revised Planting and Landscaping Management Plan**).

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(d) A Revised Planting and Landscaping Management Plan is taken to have been adopted by the Committee on the first day of the month immediately after it is submitted to the Committee under **clause 67.1(c)** or earlier, if the Committee so determines.

(e) The Proponent must act in good faith when preparing and submitting the Initial Planting and Landscaping Management Plan and any Revised Planting and Landscaping Management Plan and must use all reasonable endeavours to ensure that the Management Plan is based on the best information, materials and advice available to it at the time.

67.2 Variation of Planting and Landscaping Management Plan

Subject to **clause 31.5** the Committee may at any time it considers it necessary or desirable to do so determine by Unanimous Resolution to vary the Planting and Landscaping Management Plan then in force and when such variation takes effect.

67.3 Implementation of Planting and Landscaping Management Plan

The Committee must implement the Planting and Landscaping Management Plan at all times and must ensure that, to the extent reasonably practicable, the Planting and Landscaping remains at all times in a good condition.

67.4 No interference with Planting and Landscaping

A Member, a Strata Lot Owner, a Specified Occupier and a Permitted Person must not do anything in relation to the Planting and Landscaping which may have a detrimental effect on it, including by watering or cultivating it or by removal from or addition to it, of anything.

68 PUBLICLY ACCESSIBLE AREAS

68.1 Publicly Accessible Areas Management Plan

(a) As soon as reasonably practicable after the date of registration of this management statement, the Proponent must prepare and submit to the Committee a Publicly Accessible Areas Management Plan which has been prepared in consultation with and approved by the Council (**Initial Publicly Accessible Areas Management Plan**).

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(b) The Initial Publicly Accessible Areas Management Plan is taken to have been adopted by the Committee on the first day of the month immediately after it is submitted to the Committee under **clause 68.1(a)** or earlier, if the Committee so determines.

(c) Subject to **clause 68.3**, if, at any time during the Development Period, the Proponent considers it necessary or desirable to do so the Proponent can prepare and submit to the Committee a varied Publicly Accessible Areas Management Plan (**Revised Publicly Accessible Areas Management Plan**).

(d) A revised Publicly Accessible Areas Management Plan is taken to have been adopted by the Committee on the first day of the month immediately after it is submitted to the Committee under **clause 68.1(c)** or earlier, if the Committee so determines.

(e) The Proponent must act in good faith when preparing and submitting the Initial Publicly Accessible Areas Management Plan and any Revised Publicly Accessible Areas Management Plan and must use all reasonable endeavours to ensure that the Management Plan is based on the best information, materials and advice available to it at the time.

68.2 Variation of Publicly Accessible Areas Management Plan

Subject to **clause 31.5** and **clause 68.3**, the Committee may at any time determine by Unanimous Resolution to vary the Publicly Accessible Areas Management Plan then in force and when such variation takes effect.

68.3 Consent of Council

(a) The Proponent must not submit a Revised Publicly Accessible Areas Management Plan under **clause 68.1(c)** unless it has sought and obtained the consent of the Council.

(b) The Committee must not vary the Publicly Accessible Areas Management Plan under **clause 68.2** unless it has sought and obtained the consent of the Council.

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68.4 Implementation of the Publicly Accessible Areas Management Plan

The Committee must implement the Publicly Accessible Areas Management Plan at all times.

69 WELLINGTON STREET CONTAMINATION FACILITY

69.1 Maintenance of the Wellington Street Contamination Facility

(a) It is intended that the Wellington Street Contamination Facility will be a Facility.

(b) The Committee must:

(i) ensure that the Wellington Street Contamination Facility is at all times maintained in a good condition, repaired and cleaned to the satisfaction of Council, acting reasonably, and engage an appropriately qualified consultant or operator in order to do so; and

(ii) ensure that the Wellington Street Contamination Facility complies with any requirements imposed by an Authority and all relevant laws.

69.2 Collection of cost contributions

(a) If required by the Proponent, the Committee or each Member, must enter into a Contamination Facility Costs Agreement with the Contributing Landowners.

(b) If arrangements are implemented so that the Contributing Landowners are obliged to contribute to the cost of maintaining the Wellington Street Contamination Facility, then the Committee will be responsible for collecting the contributions from the Contributing Landowners.

(c) Each Member must, to the extent that their consent or execution of a document is required under this management statement or any applicable law, promptly agree to execute and to facilitate the registration of any Affectations that will assist in the implementation of the arrangements referred to in **clause 69.2(b)**.

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70 RECYCLED WATER PLANT

70.1 Construction and installation of Recycled Water Plant

Infrastructure has been installed within the Recycled Water Plant Stratum (**Recycled Water Plant**) necessary for the purposes of:

(a) receiving and treating;

(i) sewage generated inside Central Park;

(ii) sewage generated outside Central Park made available by Sydney Water; and

(iii) stormwater and possibly subsoil water collected from inside Central Park;

(b) producing water from the treatment of the material referred to in **clause 70.1(a)** (**Recycled Water**) for:

(i) supply to the Central Thermal Plant;

(ii) supply to each Relevant Stratum Lot where a strata plan has been registered for:

(A) the irrigation of any part of the Planting and Landscaping and any other planting or landscaped areas in its strata parcel;

(B) the reticulation to individual apartments in the Strata Scheme for the purposes of toilet flushing and use as the cold water supply in clothes washing machines; and

(C) the purpose of topping up the water levels for the tertiary circulation system and delivery of thermal energy; and

(iii) supply to other persons in or outside Central Park for such uses as those persons may determine, subject to availability of supply and ability to reticulate; and

(c) supplying potable water to the parts of Central Park which require such supply.

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70.2 Entry into RWP Deed Poll of Accession to the Recycled Water Plant Deed

It is intended that:

(a) the Committee and / or the Members in their own capacity will enter into the RWP Deed Poll of Accession and must do so if the Proponent so requires; and

(b) registered proprietors of land within Central Park other than:

(i) land subdivided by DP1230037; and

(ii) lots in a strata plan,

that agree with the Recycled Water Plant Operator for the treatment of sewage, the supply of Recycled Water and the possible supply of potable water have or will also enter into the Recycled Water Plant Deed or the RWP Deed Poll of Accession.

70.3 Entry into RWP Customer Contract

It is intended that:

(a) each Stratum Owner will enter into a RWP Customer Contract with the Recycled Water Plan Operator for the treatment of sewage, the supply of Recycled Water and the possible supply of potable water in relation to the Common Property and the Relevant Stratum Lot, as the case may be, and must do so if the Proponent so requires;

(b) each Strata Lot Owner will enter into a RWP Customer Contract with the Recycled Water Plan Operator for the treatment of sewage, the supply of Recycled Water and the possible supply of potable water in relation to the lot and must do so if the Proponent so requires; and

(c) registered proprietors of land within Central Park other than land subdivided by DP1230037 that agree with the Recycled Water Plant Operator for the treatment of sewage, the supply of Recycled Water and the possible supply of potable water in relation to the land will enter into a RWP Customer Contract.

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70.4 Provisions of RWP Deed Poll of Accession, Recycled Water Plant Deed and RWP Customer Contract

The Building Manager holds a copy the current versions of the RWP Deed Poll of Accession, Recycled Water Plant Deed and RWP Customer Contract.

70.5 Billing to customers

It is intended that:

(a) the cost of supplying potable water and Recycled Water to, and the cost of treating the sewage generated in connection with, Facilities will be calculated and billed [to the Committee] or the relevant Stratum Owner (as the case may be) in accordance with the applicable RWP Customer Contract. If billed to the relevant Stratum Owner, it is intended that this cost will be referred to the Committee for payment;

(b) the cost of supplying potable water and Recycled Water to, and the cost of treating the sewage generated as a result of the occupation of, Strata Lots will be calculated and billed to the relevant Strata Lot Owners by the Recycled Water Plan Operator in accordance with the applicable RWP Customer Contract; and

(c) the cost of supplying potable water and Recycled Water, and the cost of treating sewage generated as a result of the occupation of, a Relevant Stratum Lot, but excluding the occupation of Strata Lots, will be calculated and billed to the Stratum Owner in accordance with the applicable RWP Customer Contract.

71 CENTRAL THERMAL PLANT

71.1 Construction and installation of Central Thermal Plant

Infrastructure has been installed within the Central Thermal Plant Stratum (**Central Thermal Plant**) necessary for the purposes of:

(a) producing electricity;

(b) receiving Recycled Water from the Recycled Water Plant; and

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(c) producing the CTP Services for:

(i) supply to each Relevant Stratum Lot where a strata plan has been registered for:

(A) reticulation to individual lots in the strata scheme for heating and cooling within their individual air conditioning units;

(B) reticulation to plantrooms in common property of the strata scheme for heating and cooling within the air conditioning units servicing common property; and

(C) reticulation to plantrooms in common property of the strata scheme for the heating of potable water to be reticulated to individual lots and common property in the strata scheme as hot potable water;

(ii) supply to other persons in or outside Central Park for such uses as those persons may determine, subject to availability of supply and ability to reticulate.

71.2 Ownership of electricity meters

(a) The Members acknowledge that the private electricity meters located within the Building are the Property of Enwave Central Park Pty Ltd (ACN 601 611 330)

71.3 Entry into Building Owners and Owners Corporation Deed

It is intended that:

(a) the Stratum Owners will accede to the Building Owners and Owners Corporation Deed and must do so if the Proponent so requires [by execution of a CTP Deed Poll of Accession and / or ratification of a CTP Deed Poll of Accession at its first annual general meeting]; and

(b) registered proprietors of land within Central Park, other than registered proprietors of land subdivided by DP## and registered proprietors of Strata Lots, that agree with the Central Thermal Plant Operator for the supply of CTP Services have entered into or will enter into the Building Owners and

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Owners Corporation Deed or accede to it by executing a CTP Deed Poll of Accession.

71.4 Entry into Building Owners and Owners Corporation Co-operation Deed

It is intended that:

(a) the Stratum Owners will accede to the Building Owners and Owners Corporation Co-operation Deed and must do so if the Proponent so requires, by execution of a CTP Co-operation Deed Poll of Accession and / or ratification of a CTP Co-operation Deed Poll of Accession at its first annual general meeting; and

(b) registered proprietors of land within Central Park, other than registered proprietors of land subdivided by DP## and registered proprietors of Strata Lots, that agree with the Central Thermal Plant Operator for the supply of CTP Services have entered into or will enter into the Building Owners and Owners Corporation Co-Operation Deed or accede to it by executing a CTP Co-operation Deed Poll of Accession.

71.5 Entry into a Thermal Energy Supply Agreement

It is intended that:

(a) the Committee will enter into a Thermal Energy Supply Agreement with the Central Thermal Plant Operator for the supply of CTP Services in relation to Facilities and must do so if the Proponent so requires;

(b) each Stratum Owner will enter into a Thermal Energy Supply Agreement with the Central Thermal Plant Operator for the supply of CTP Services in relation to the Common Property and the Relevant Stratum Lot, as the case may be, and must do so if the Proponent so requires; and

(c) if agreement is reached to do so by all relevant parties, each Strata Lot Owner will enter into a Thermal Energy Supply Agreement with the Central Thermal Plant Operator for the supply of CTP Services to the Strata Lot.

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71.6 Entry into Security Documents

It is intended that:

(a) the Stratum Owners will accede to the Security Documents and must do so if the Proponent so requires by execution of Security Document Deed Polls of Accession and / or ratification of the Security Document Deed Polls of Accession at its first annual general meeting; and

(b) registered proprietors of land within Central Park, other than registered proprietors of land subdivided by DP1230037 and registered proprietors of Strata Lots, that agree with the Central Thermal Plant Operator for the supply of CTP Services have entered into or will enter into the Security Documents or accede to them by executing Security Document Deed Polls of Accession.

71.7 Provisions of Building Owners and Owners Corporation Deed, Building Owners and Owners Corporation Co-operation Deed, CTP Deed Poll of Accession, CTP Co-operation Deed Poll of Accession, Thermal Energy Supply Agreement and Security Document Deed Polls of Accession

It is intended that the Building Owners and Owners Corporation Deed, Building Owners and Owners Corporation Co-operation Deed, the Security Documents, the Thermal Energy Supply Agreement, CTP Deed Poll of Accession, CTP Co-operation Deed Poll of Accession and Security Document Deed Polls of Accession will contain such provisions binding the parties as are considered necessary or desirable, by the Proponent, acting reasonably. Current versions of these documents can be obtained from the Building Manager.

71.8 Billing to customers

It is intended that:

(a) the cost of supplying CTP Services in relation to a Facility will be calculated and billed to the Committee or the relevant Stratum Owner (as the case may be) in accordance with the applicable Thermal Energy Supply Agreement. If billed to the relevant Stratum Owner, it is intended that this cost will be referred to the Committee for payment;

(b) the cost of supplying CTP Services in connection with the occupation of a Relevant Stratum Lot, but not including the occupation of Strata Lots, will

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be calculated and billed to the relevant Stratum Owner in accordance with the applicable Thermal Energy Supply Agreement;

(c) while there is a Thermal Energy Supply Agreement in place between a Stratum Owners Corporation and the CTP Operator in relation to the provision of CTP Services to Strata Lots, the cost of supplying those CTP Services will be calculated and billed to the Stratum Owners Corporation and passed on to the Strata Lot Owners by the relevant Stratum Owners Corporation as determined at any time by the relevant Stratum Owners Corporation, acting reasonably; and

(d) if there is a Thermal Energy Supply Agreement in place between a Strata Lot Owner and the CTP Operator in relation to the provision of CTP Services to the Strata Lot, the cost of supplying those CTP Services will be calculated and billed to the Strata Lot Owner in accordance with the applicable Thermal Energy Supply Agreement.

72 TELECOMMUNICATIONS MAINTENANCE AGREEMENTS

72.1 Entry into the Telecommunications Maintenance Agreement

It is intended that the Committee will enter into one or more Telecommunications Maintenance Agreement with one or more approved telecommunications service providers and must do so if the Proponent so requires.

72.2 Acknowledgement

It is acknowledged that the optical network terminals and other telecommunications equipment to be maintained in accordance with the Telecommunications Maintenance Agreements are Facilities.

73 GREEN STAR RATINGS

73.1 Acknowledgement re arrangements

It is acknowledged that certification agreements have been entered into with the Green Building Council of Australia in relation to the award of Green Star ratings for relevant parts of the Building (**Ratings**).

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73.2 Initiatives which may be implemented

For the purpose of obtaining the award of the Ratings and their ongoing retention it is intended that the following initiatives will be implemented:

(a) the installation and operation of the Central Thermal Plant;

(b) the installation and operation of the Recycled Water Plant; and

(c) any other initiative considered by the Committee to be necessary or desirable in the circumstances.

73.3 Obligation not to affect Ratings

Each person bound by this management statement must not do anything that may prevent, affect or hinder the award, or ongoing retention, of the Ratings.

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PART 8

Definitions and Interpretation

74 DEFINITIONS AND INTERPRETATION

74.1 Statutory definitions

In this management statement, unless the context clearly indicates otherwise, a word or expression has the meaning given to it by a definition in the Strata Schemes Legislation if it is:

(a) defined in the Strata Schemes Legislation; and

(b) used but not defined in this management statement.

74.2 Further definitions

In this management statement, unless the context clearly indicates otherwise:

Adjourned Meeting has the meaning given to it in **clause 28**.

Administrative Fund means a fund:

(a) which is to be used to pay the following expenses incurred by the Committee:

(i) the day to day expenses of controlling, operating and managing the Building and Maintaining the Facilities;

(ii) the expenses of effecting insurance under this management statement;

(iii) general administrative expenses; and

(iv) expenses in relation to matters other than those referred to above which are attended to by the Committee under this management

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statement and which it is not appropriate to pay out of the Capital Works Fund,

and

(b) into which the following must be paid:

(i) Contributions to the Administrative Fund;

(ii) the proceeds of disposal by the Committee of personal property of which it has the power of disposal;

(iii) any fees paid to the Committee in connection with the inspection of the Committee's records or the issue of certificates by the Committee; and

(iv) any amounts received by the Committee other than those referred to above which it is not appropriate to pay into the Capital Works Fund.

In relation to the title of a Relevant Stratum Lot, **Affectation** means any easement, restrictive covenant, restriction on the use of land, positive covenant or other notification.

Alternative Representative has the meaning given to it in **clause 8.**

Architectural and Signage Code means a code intended to preserve the architectural integrity of the Building by controlling building works in the Building, signage and the appearance of any part of the Façade which is visible from outside the Building.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.

Budget Document has the meaning given to it in **clause 33**.

Budget Period means the period of time determined at any time by the Committee to be the relevant period of time for the purposes of Contributions to be determined and levied by the Committee.

Building means the improvements constructed on the Land.

Building Manager has the meaning given to it in **clause 16**.

Building Manager Area has the meaning given to it in **clause 17**.

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Building Owners and Owners Corporation Deed means the deed to be entered into by the Central Thermal Plant Operator, Members and other persons nominated by the Proponent in connection with the supply of the CTP Services.

Building Owners and Owners Corporation Co-operation Deed means the deed to be entered into by the Members and other persons nominated by the Proponent governing the relationship between those parties in connection with the CTP Services.

Business Day means a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney and concludes at 5.00pm on that day.

Capital Works Fund means a fund:

(a) which is to be used to pay expenses not payable from the Administrative Fund, including the cost of replacing and adding Facilities and capital, structural and non-periodic works carried out to the Building, and

(a) into which the following must be paid:

(i) Contributions to the Capital Works Fund;

(ii) any amounts paid to the Committee by way of discharge of insurance claims (unless more appropriately payable into the Administrative Fund); and

(iii) any amounts received by the Committee which are not required or permitted to be paid into the Administrative Fund.

Car Share Parking Spaces means the car parking spaces in the Building, identified as "CSH" in DP1230037.

Car Share Scheme means the car share scheme operating from the Building required to be established under the relevant development consent.

Central Park means the land comprised in the following folio identifiers, etc:

301/1181334 to 3301/1181334 to 315/1181334;

5/1142053 to 8/1142053 inclusive;

14/1194122;

1/807298;

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1/191024;

1/76719;

1/709452;

Auto-Consol 6203-118;

101/1169048;

1/185787;

2/33953;

6/33953;

100/1225538 and 101/1225538; and

200/1212253 and 201/1212253.

Central Thermal Plant has the meaning given to it in **clause 71**.

Central Thermal Plant Operator means the person responsible for the operation of the Central Thermal Plant which may at any time be the Proponent, a related company of the Proponent or a person unrelated to the Proponent.

Central Thermal Plant Stratum means lot 202 DP1240831 and the structure at any time erected on that lot.

Change has the meaning given to it in **clause 33**.

Changeover Date means in relation to a Relevant Stratum Lot, the date of registration of a Strata Plan which subdivides it.

Code of Conduct means a code regulating the appropriate manner in which Members are to conduct themselves during meetings of the Committee, as amended from time to time.

Codes means the Architectural and Signage Code, the Noise Control Code, the Operational and Maintenance Code and the Code of Conduct and **Code** means one of them.

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Commercial Strata Lot means a lot in the strata scheme that subdivides the Commercial Stratum.

Commercial Strata Lot Owner means an owner of a Commercial Strata Lot.

Commercial Stratum means lot 50 DP1230037 and the structure at any time erected on that lot.

Commercial Stratum Owner means:

(a) up to the day before the relevant Changeover Date:

(iv) the Proponent;

(v) any person other than the Proponent who is registered or entitled to be registered as proprietor of the Commercial Stratum; or

(vi) any mortgagee in possession or covenant chargee in possession of the Commercial Stratum; and

(b) from the relevant Changeover Date, the Commercial Stratum Owners Corporation.

Commercial Stratum Owners Corporation means the owners corporation constituted on registration of the Strata Plan which subdivides Commercial Stratum.

Committee has the meaning given to it in **clause 8**.

Common Property means the common property in a Strata Scheme.

Communications Room means the communications room located within the Building.

Communications Room Leases has the meaning given to it in **clause 50**.

Contact Particulars for a person means the person's current address for service and telephone number(s) and any available email address and fax number.

Contamination Facility Costs Agreement means an agreement between the regulating the contribution to the cost of maintaining the Wellington Street Contamination Facility.

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Contribution means an amount determined and levied by the Committee under this management statement to be payable by a Member either to the Administrative Fund or the Capital Works Fund.

Contributing Landowners means the owners corporations and stratum lot owners relating to the following land:

(a) Block 1 Residential being lot 209 in DP1240831;

(b) Block 1 Retail being lot 210 in DP1240831;

(c) Block 4N Childcare Stratum being lot 213 in DP1240831;

(d) Block 4N Commercial Office being lot 212 in DP1240831;

(e) Block 4N Hotel being lots 207 and 208 in DP1240831

(f) Block 4N Residential being lots 206 in DP1240831;

(g) Block 4S Student Accommodation and Retail being lot 201 in DP1240831;

(h) Brewery Yard Building being lot 203 in DP1240831;

(i) Block 8 Residential being the common property and residential lots registered in SP94763;

(j) Block 8 Retail being the common property and retail lots registered in SP94763;

(k) Residential Stratum Lot being lot 51 in the Plan; and

(l) Commercial Stratum Lot being lot 50 in the Plan.

Council means the Council of the City of Sydney.

CTP Co-operation Deed Poll of Accession means the deed poll to be entered into in connection with the accession to be a party to the Building Owners and Owners Corporation Co-operation Deed.

CTP Deed Poll of Accession means the deed poll to be entered into in connection with the accession to be a party to the Building Owners and Owners Corporation Deed.

CTP Infrastructure means the infrastructure installed for the purposes of providing the CTP Services.

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CTP Services means using thermal energy to:

(a) heat Recycled Water;

(b) chill Recycled Water; and

(c) any Embedded Network Service.

CTP Stratum Owner means:

(d) the Proponent;

(e) any person other than the Proponent who is registered or entitled to be registered as proprietor of the Central Thermal Plant Stratum; or

(f) any mortgagee in possession or covenant charge in possession of the Central Thermal Plant Stratum.

Deposited Plan means a deposited plan that subdivides the Building or a part of the Building.

Designated Car Space means a car space which the relevant Owner or Occupier has the right to use as a place to stand or park their vehicle.

Detailed Plan has the meaning given to it in **clause 65**.

Development Act means the *Strata Schemes Development Act 2015 (NSW)*.

Development Activities includes:

(a) road works and work in the public domain;

(b) any form of demolition work, excavation work or landscaping work or general fit-out work on the Land, including within the Building;

(c) any form of building work or work ancillary to or associated with building work or general fit-out work on the Land, including within the Building and including the installation of services;

(d) any form of work other than the forms of work referred to in **paragraphs (b)** and **(c)** of this definition that is considered necessary or desirable by the Proponent, including the carrying out of any other works associated with or ancillary to the development and subdivision of the Land, including the Building;

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(e) placing on, erecting on or attaching to parts of the Land, including within the Building, temporary structures, scaffolding, cranes, building materials, fences, cranes and other machinery and equipment;

(f) the use of cranes in such a way that there may be an encroachment into the airspace of a Relevant Stratum Lot;

(g) the subdivision of land forming part of the Land, including the Building; and

(h) the dedication of land forming part of the Land.

Development Period means the period commencing on the date of registration of this management statement and ending on the earlier of:

(a) the date that is 5 years after registration of this management statement; and

(b) the first anniversary of the date that the Proponent no longer owns a Strata Lot or Stratum Lot in the Building.

Disposal Notice means a written notice which must:

(a) not be less than the size of an A4 piece of paper;

(b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather;

(c) describe the goods and state the date and time the notice was issued;

(d) state that the goods will be removed if it is not moved from the area (being not earlier than 48 hours after the notice was placed on or near the goods); and

(e) specify the contact details for the Building Manager in relation to the notice.

Embedded Network Service means any embedded network service including:

(a) water supply;

(b) gas supply;

(c) electricity supply;

(d) a telephone service;

(e) a high speed internet service;

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(f) a digital transmission service;

(g) a system for the removal and passage of sewage;

(h) a system for the removal and passage of trade waste; or

(i) a system for the passage of water.

Façade means such external surfaces of the Building allocated as a Facility.

Facilities includes:

(a) any item of plant or equipment in the Building;

(b) any part of the Building;

(c) any insurance;

(d) any service;

(e) any provider of a service; and

(f) anything that is not referred to in **paragraphs (a)** to **(e)** of this definition,

which is referred to and for which there is a provision for expenditure and how it is to be allocated in the Schedule of Facilities and **Facility** refers to just one of them.

Facilities Expenditure means the cost of or in connection with a Facility payable in accordance with this management statement and the Schedule of Facilities.

Facilities Management Agreement means an agreement entered into by the Committee under **clause 16**.

Financial Member means a Member that has paid the Committee:

(a) all of their Contributions up to date; and

(b) all other money payable by them to the Committee under this management statement up to date.

First Member has the meaning given to it in **clause 64**.

Funding Requirement has the meaning given to it in **clause 35**.

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Garbage Disposal Facilities means the garbage disposal facilities referred to in the Schedule of Facilities.

General Register means the General Register of Deeds at Land and Property Information NSW.

Initial Codes has the meaning given to it in **clause 7**.

Initial Planting and Landscaping Management Plan has the meaning given to it in **clause 67**.

Initial Publicly Accessible Areas Management Plan has the meaning given to it in **clause 68**

Initial Schedule of Qualifying Facilities has the meaning given to it in **clause 43**.

Initial Set of Rules has the meaning given to it in **clause 57**.

Inspection Fee means an amount equivalent to the fee payable to an owners corporation under the Management Act for making its records available for inspection.

Interest Rate means the interest rate payable under the Management Act in relation to unpaid contributions.

Land means lots 50 and 51 in DP1230037.

LEADR means LEADR (ACN 008 651 232) of Level 1, 13-15 Bridge Street, Sydney 2000.

Maintain includes:

(a) keep clean and tidy;

(b) maintain in good and serviceable condition;

(c) maintain in structurally sound condition;

(d) repair as necessary; and

(e) replace as necessary.

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

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Management Plans means the Planting and Landscaping Management Plan and the Publicly Accessible Areas Management Plan and **Management Plan** means one of them.

Members are the Owners of Relevant Stratum Lots at any time and comprise the following at the date of registration of this management statement:

Residential Stratum Owner

Commercial Stratum Owner

Member's Standard Percentage means the percentage for a Member which is determined by the Committee at any time as the weighted average percentage calculated by reference to all the percentages of either budgeted or actual expenditure applicable to that Member in the Schedule of Facilities.

Noise Control Code means a code intended to ensure acceptable levels and duration of noise transmission between the various parts of the Building.

Non Facility Façade means such external surfaces of the Building that are not allocated as a Facility.

Notice has the meaning given to it in **clause 56**.

Occupation Certificate means a "final" occupation certificate within the meaning of the *Environmental Planning and Assessment Act 1979* (*NSW*).

Occupier means:

(a) a lessee;

(b) a licensee; or

(c) other person, not being an Owner, lessee or licensee that is in lawful occupation.

Operational and Maintenance Code means a code intended to ensure the operation, management and Maintenance of the Building at a very high standard.

Ordinary Resolution means a resolution passed at a duly convened meeting of the Committee where the value of votes cast for the resolution by Members present at the meeting and entitled to vote is greater than the value of votes cast against the resolution by Members present at the meeting and entitled to vote.

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Other Landscaped Areas means the landscaped areas in and around the Building which are identified in the Planting and Landscaping Management Plan as being subject to the management plan and any associated irrigation and drainage systems.

Outstanding Levy Certificate has the meaning given to it in **clause 19**.

Owner means:

(a) a person registered or entitled to be registered as proprietor;

(b) a mortgagee in possession; or

(c) a covenant chargee in possession.

Permitted Person means:

(a) a person in the Building with the express or implied consent of a Member, the Committee, a Strata Lot Owner, a Specified Occupier, the Strata Managing Agent or the Building Manager;

(b) an Authority or a person nominated by an Authority; and

(c) unless the context indicates otherwise, a member of the public.

Planter Boxes means the planter boxes and their vegetative contents attached to the Façade and any associated irrigation and drainage systems.

Planting and Landscaping means:

(a) all Planter Boxes and Vines; and

(b) Other Landscaped Areas.

Planting and Landscaping Management Plan means a plan intended to ensure the appropriate management and Maintenance of Planting and Landscaping.

Proxy Form means the form set out at **Schedule 2**.

Proponent means Frasers Broadway Pty Ltd (ACN 122 575 286), its successors and assigns and, where applicable, any persons authorised by it.

Publicly Accessible Areas means those parts of the Land required by any relevant development consent to be accessible by members of the public.

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Publicly Accessible Areas Management Plan means a plan intended to ensure the appropriate use, management and Maintenance of Publicly Accessible Areas.

Ratings has the meaning given to it in **clause 73**.

Recycled Water has the meaning given to it in **clause 69**.

Recycled Water Plant has the meaning given to it in **clause 69**.

Recycled Water Plant Deed means the deed to be entered into by the Recycled Water Plant Operator, , Members and other persons nominated by the Proponent in connection with the treatment of sewage, the possible supply of potable water and the supply of Recycled Water.

Recycled Water Plant Operator means the person responsible for the operation of the Recycled Water Plant which may at any time be the Proponent, a related company of the Proponent or a person unrelated to the Proponent.

Recycled Water Plant Stratum means lot 307 DP1181334 and the structure at any time erected on that lot.

Recycled Water Plant Stratum Owner means:

(a) the Proponent;

(b) any person other than the Proponent who is registered or entitled to be registered as proprietor of the Recycled Water Plant Stratum; or

(c) any mortgagee in possession or covenant chargee in possession of the Recycled Water Plant Stratum.

Registered Valuer has the meaning given to it in the *Valuers Act 2003 (NSW)*.

Relevant Stratum Lot means one of lots 50 and 51 in DP1230037, or any Stratum Lot created as a result of the subsequent subdivision of one or more of these lots.

Relevant Works means any works which:

(a) affect the Façade;

(b) detrimentally affect the Building, or any part of it, including any services or associated service equipment in the Building;

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(c) interfere more than temporarily with the reasonable use of the Building or any part of it by a Stratum Owner, a Strata Lot Owner or a Specified Occupier; or

(d) are works of the nature detailed in any Code as requiring the consent of the Committee.

Removal Notice means a written notice which must:

(a) not be less than the size of an A4 piece of paper;

(b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather;

(c) describe the goods and state the date and time the notice was issued;

(d) state that the goods will be disposed if it is not moved from the area before the date and time specified in the notice (being not earlier than 48 hours after the notice was placed on or near the goods; and

(e) specify the contact details for the Building Manager in relation to the notice.

Representative has the meaning given to it in **clause** 8.

Residential Owner means:

(a) up to the day before the relevant Changeover Date:

(i) the Proponent;

(ii) any person other than the Proponent who is registered or entitled to be registered as proprietor of Residential Stratum; or

(iii) any mortgagee in possession or covenant chargee in possession of Residential Stratum; and

(b) from the relevant Changeover Date, the Residential Stratum Owners Corporation.

Residential Strata Lot means a Strata Lot within Block 11 Residential.

Residential Stratum means lot 51 DP1230037 and the structure at any time erected on that lot.

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Residential Stratum Owners Corporation means the owners corporation constituted on registration of the Strata Plan which subdivides Residential Stratum.

Revised Code has the meaning given to it in **clause 7.**

Revised Planting and Landscaping Management Plan has the meaning given to it in **clause 67**.

Revised Publicly Accessible Areas Management Plan has the meaning given to it in **clause 68**.

Revised Schedule of Qualifying Facilities has the meaning given to it in **clause 43**.

Revised Set of Rules has the meaning given to it in **clause 57**.

Rule means a rule made for the purpose of controlling, operating and managing the Building, including the Facilities and their use and enjoyment.

RWP Customer Contract means the agreement to be entered into with the Recycled Water Plant Operator in connection with the treatment of sewage, the possible supply of potable water and the supply of Recycled Water.

RWP Deed Poll of Accession means the deed poll to be entered into in connection with the accession to be a party to the Recycled Water Plant Deed.

Schedule of Facilities means schedule 1 of this management statement

Scheme Architect means fjmt, or such other architect as the Committee appoints in substitution for fjmt

Security Documents means:

(a) the 'Priority Deed' to be entered into by the Central Thermal Plant Operator, Members and other persons nominated by the Proponent;

(a) the 'Second Ranking General Security Deed' to be entered into by the Central Thermal Plant Operator, Members and other persons nominated by the Proponent; and

(b) the 'Second Ranking Mortgage of Lease' to be entered into by the Central Thermal Plant Operator, Members and other persons nominated by the Proponent,

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which secure, among other things, the Central Thermal Plant Operator's obligations to operate and maintain the Central Thermal Plant and supply energy to the buildings at Central Park.

Security Key means a key, magnetic card or other device used to operate lifts and open and close doors, gates or roller shutters and other means of regulating access into, out of and throughout the Building.

Security Document Deed Polls of Accession means each deed poll to be entered into in connection with the accession to be a party to a Security Document.

Short Form Strata Management Statement means a document registered with a proposed Strata Plan that:

(c) complies with the Development Act;

(d) refers to this management statement; and

(e) has force and effect as if this statement is set out in full in the document.

Specified Occupier means the Occupier of a Relevant Stratum Lot or a part of a Relevant Stratum Lot or a Strata Lot or a part of a Strata Lot.

Strata Lot means a lot in a Strata Scheme.

Strata Lot Owner means the Owner of a Strata Lot.

Strata Managing Agent has the meaning given to it in **clause 15**.

Strata Plan means a strata plan that subdivides a Relevant Stratum Lot.

Strata Scheme means a strata scheme created when a Strata Plan is registered.

Strata Schemes Legislation means the Development Act and the Management Act and cognate legislation.

Stratum Lot means a lot in a Deposited Plan.

Stratum Owner means a Stratum Owners Corporation or the Owner of a Relevant Stratum Lot.

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

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Subdividing Member has the meaning given to it in **clause 66.**

Telecommunications Maintenance Agreement means the one or more agreements to be entered into with approved telecommunications service providers in connection with the maintenance of optical network terminals and other telecommunications equipment installed within the Building.

Thermal Energy Supply Agreement means the agreement to be entered into with the Central Thermal Plant Operator in connection with the supply of the CTP Services.

Unanimous Resolution means a resolution which is passed at a duly convened meeting of the Committee and against which no Member present at the meeting and entitled to vote casts a vote.

Vehicle includes motor cars, motor bicycles, boats, caravans, trucks and trailers.

Vines means the climbing plants and the series of stainless steel cables connected to Planter Boxes along which the climbing plants grow.

Waste has the meaning given to it in **clause 60.**

Wellington Street Contamination Facility means the groundwater treatment facility within the Common Property of the Strata Scheme created following registration of a Strata Plan in relation to the Commercial Stratum.

WICA means the *Water Industry Competition Act 2006 (NSW).*

74.3 Interpretation

In this management statement, unless the context clearly indicates otherwise:

(a) a reference to **this management statement** means this management statement and any document which varies or replaces this management statement;

(b) a reference to **legislation** or a **legislative provision** includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named

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body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;

(d) a reference to a **clause** or **schedule** is a reference to a clause or a schedule in or to this management statement;

(e) **clause headings** and the **table of contents** are inserted for convenience only and do not affect the interpretation of this management statement;

(f) the **schedules** (if any) form part of this management statement;

(g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;

(h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;

(i) a reference to a **corporation** includes its successors and permitted assigns;

(j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this management statement;

(k) the word **vary** includes add to, delete from and cancel;

(l) a reference to a document is a reference to a document of any kind, including a plan;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) an **obligation** on the part of 2 or more persons binds them jointly and severally and an obligation in favour of 2 or more persons benefits them jointly and severally;

(o) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;

(p) **including** and **includes** are not words of limitation;

(q) the words **at any time** mean at any time and from time to time;

(r) a reference to a time is to that time in New South Wales;

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(s) a word that is derived from a defined word has a corresponding meaning;

(t) **monetary amounts** are expressed in Australian dollars;

(u) the singular includes the plural and vice-versa;

(v) words importing one gender include all other genders; and

(w) a reference to a thing includes each part of that thing.

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EXECUTED AS A DEED

EXECUTED by **FRASERS BROADWAY Pty Ltd (ACN 122 575 286)** in accordance with section 127 of the *Corporations Act (Cth)*:

Signature of Director	Signature of ~~Director~~/Secretary
MATTHEW JAMES KNOX	MARIA VESIC
Name of Director	Name of ~~Director~~/Secretary

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SCHEDULE 1

SCHEDULE OF FACILITIES

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
ALL	Insurances including valuations, building, liability and machinery breakdown cover	Insurance and replacement cost valuation	INS		1	Replacement Value	ALL	96.7%	3.3%
ALL	Strata manager	Strata Management Costs	PR		2	GFAI	ALL	95.6%	4.4%
ALL	Facilities manager	On site facilities manager costs	PR		2	GFAI	ALL	95.6%	4.4%
ALL	Concierge	On site concierge costs	PR		3	GFAT	ALL	93.3%	6.7%
ALL	Accounting, audit, taxation, BAS	Submission of tax returns, lodgement of BAS, completion of audit	PR		2	GFAI	ALL	95.6%	4.4%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
ALL	Legal fees & services	Advice on SMS and legislative requirements	PR		2	GFAI	ALL	95.6%	4.4%
ALL	Consultants	WH&S reporting, Building Consultants, QS Consultants for Capital Replacement estimates	PR		2	GFAI	ALL	95.6%	4.4%
ALL	Security Patrols/Guards	Security Patrols and on site security service requirements	SC		2	GFAI	ALL	95.6%	4.4%
ALL	On Site Service Facilities	Building managers office supplies	BMS		2	GFAI	ALL	95.6%	4.4%
B1 North east outside basement line	Heritage tank	Programmed maintenance, repairs as required under heritage maintenance plan	CLP		2	GFAI	ALL	95.6%	4.4%
ALL	Pest Control	Includes termite barrier installed to the boundary of the building and other pest control services within shared areas.	CLP		2	GFAI	ALL	95.6%	4.4%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
ALL	Cleaning	General cleaning services for all shared areas including car park, ground level, shared waste and loading dock areas, building entries etc. and cleaning supplies	CLP		3	GFAT	ALL	93.3%	6.7%
ALL	Contingency		RM		2	GFAI	ALL	95.6%	4.4%

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LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
Throughout Basement, Ground Floor and to Childcare and sprinkler system throughout building	All shared essential fire services including compilation of AFSS, fire alarm monitoring, fire indicator panels, fire detection system, phone lines, EWIS, fire doors, passageways, extinguishers, boosters, sprinkler system, hydrant system, stair pressurization systems and associated fans, ducts, grilles, cables, dampers & associated equipment.	Testing, programmed maintenance, repairs and certification.	FS		3	GFAT	ALL	93.3%	6.7%

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LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
ALL	Building façade including external shading devices, balustrades, glazing, external walls, metal cladding, balconies, loggias, terraces, concrete up stands, soffits and anchor point certification	Includes programmed maintenance, painting, repairs, renewal and replacement and cleaning of only inaccessible glass and external walls.	CLP	RM	2	GFAI	ALL	95.6%	4.4%
ALL	Roof membranes.	Includes programmed maintenance & repairs (renewal and replacement - sinking fund cost).	RM		2	GFAI	ALL	95.6%	4.4%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
B1 East	Shared waste room & loading dock including instantaneous hot water heater, cold water pipework, backflow prevention, hose taps.	Programmed maintenance, repairs (renewal and replacement sinking fund cost). May need to include cleaning to fairly apportion costs with retail strata plan.	CLP	WM	5	Equal Share	ALL	50.0%	50.0%
B1 North West	Energy Transfer station	Programmed maintenance, repairs (renewal and replacement sinking fund cost).	CLP		2	GFAI	ALL	95.6%	4.4%
Level 13	Rooftop Plant Room	Programmed maintenance, repairs of plant area and shared plant (renewal and replacement sinking fund cost).	CLP		2	GFAI	ALL	95.6%	4.4%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
Throughout Basement	Basement including walls, floors, ceilings, columns, ramps, driveways, line marking, traffic control devices, wheel stops, speed humps, signage, visitor car spaces, car share scheme spaces, car wash bays & equipment, balustrades, screens, kerbs.	Programmed maintenance, repairs of plant area and shared plant (renewal and replacement sinking fund cost).	CLP	SHA	3	GFAT	ALL	93.3%	6.7%
ALL	Basement electrical house services including general lighting, general power, cable trays	Programmed maintenance, repairs of plant area and shared plant (renewal and replacement sinking fund cost).	E	UT	4	Car Spaces	ALL	95.7%	4.3%
Ground	Ground Plane Lighting	External Lighting including repairs, maintenance, renewal and replacement	E	UT	2	GFAI	ALL	95.6%	4.4%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
ALL	Communications & BAS Systems	Phone and internet lines for on-site services, BAS systems maintenance	E	RM	2	GFAI	ALL	95.6%	4.4%
ALL	MATV	TV Systems and Services	E	RM	2	GFAI	ALL	95.6%	4.4%
B1 West	Main switch room & associated equipment.	Programmed maintenance, repairs of plant area and shared plant (renewal and replacement sinking fund cost).	E	CLP	2	GFAI	ALL	95.6%	4.4%
ALL	Lightning protection system & associated equipment.	Testing, certification and repairs	E		2	GFAI	ALL	95.6%	4.4%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
B1	Hydraulic plant room.	Programmed maintenance, repairs of plant area and shared plant (renewal and replacement sinking fund cost).	HP		2	GFAI	ALL	95.6%	4.4%
B1, B2 & 00	Shared Lift	Includes cleaning, programmed maintenance, repairs, renewal and replacement.	LF		2	GFAI	ALL	95.6%	4.4%
ALL	All exterior common landscaped areas including paving, gardens, irrigation, plantings on ground and rooftop.	Includes programmed maintenance, repairs, renewal and plant replacement.	LS	CLP	3	GFAT	ALL	93.3%	6.7%

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LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
ALL	Basement supply air & exhaust system including switchboards, submains, ducts, risers, plenums, grilles, CO2 monitoring.	Programmed maintenance, repairs of plant area and shared plant (renewal and replacement sinking fund cost).	MV		4	Car Spaces	ALL	95.7%	4.3%
Throughout basement and Ground level	Basement and Shared Area CCTV, Access Control and Security Systems including associated cabling, card readers, call stations, reed switches, head end equipment, proximity cards, remote roller shutter controllers.	Programmed maintenance, repairs of shared equipment (renewal and replacement sinking fund cost).	SC		3	GFAT	ALL	93.3%	6.7%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
	Roller shutters, boom gates & associated control system & inductive loop.	Programmed maintenance, repairs of shared equipment (renewal and replacement sinking fund cost).	SHA	RM	3	GFAT	ALL	93.3%	6.7%
B2	Stormwater & subsoil system including pits, tanks, pumps, rising mains, control panels, switchboards.	Programmed maintenance, repairs of shared plant and equipment (renewal and replacement sinking fund cost).	SS		2	GFAI	ALL	95.6%	4.4%
B2	Groundwater treatment system including project management, documentation, maintenance, filter replacements, certification etc. for system equipment	Programmed maintenance, testing, certification and repairs (renewal and replacement sinking fund cost).	SS		2	GFAI	ALL	95.6%	4.4%

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SCHEDULE OF SHARED FACILITIES

LOCATION	SHARED FACILITY	DESCRIPTION/PURPOSE	SERVICE CODE 1	SERVICE CODE 2	METHOD CODE	METHOD	SHARED BY	Residential	Commercial
B1 & B2	Sewer pumping stations, sewer harvest tank, control panel, sewer rising main, vent pipe & associated equipment.	Programmed maintenance, repairs of shared plant and equipment (renewal and replacement sinking fund cost).	SS		2	GFAI	ALL	95.6%	4.4%
ALL	Shared area power supply including basement car park, ground lighting, shared plant and equipment	Energy supply	UT		2	GFAI	ALL	95.6%	4.4%
ALL	Water supply for shared areas including basement and landscaped areas	water supply	UT		2	GFAI	ALL	95.6%	4.4%
ALL	Capital items replacement	Renewal and replacement of shared plant, equipment and capital works for shared areas	SS		6	Usage	ALL	93.6%	6.4%

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SERVICE CODES

SERVICE CODES	
UTILITIES	UT
ELECTRICIAL & GENERATORS	E
FIRE SERVICES	FS
CLEANING, LANDSCAPING AND PEST CONTROL	CLP
MECHANICAL	MV
HYDRAULICS	HP
SECURITY & ACCESS CONTROL	SC
SEWER & STORMWATER	SS
GENERAL R&M	RM
SHARED ACCESS	SHA
WASTE	WM
BUILDING MANAGEMENT SYSTEMS	BMS
LIFTS	LF
PROFESSIONAL SERVICES	PR
INSURANCE	INS
LANDSCAPING	LS

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SCHEDULE 2

PROXY FORM

Date	
Name of Representative/Alternative Representative	
Name of Member who appointed Representative/Alternative Representative	
Name of Proxy	
Address of Proxy	

I/we
appoint as
my/our proxy for the purposes of meetings of the Committee (including adjournments of meetings).

Period or number of meetings for which appointment of proxy has effect:
months/meetings.

This form authorises the proxy to vote on my/our behalf in connection with any resolution of the Committee

Signature of Representative/Alternative Representative.....

Signature of proxy .....

Notes:

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the Representative or Alternative Representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the Representative or Alternative Representative is present at the relevant meeting and personally votes on a matter.
4. This form is ineffective unless it is given to the secretary of the Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Committee in the manner described in the preceding paragraph.
6. A vote which does not comply with the directions to vote given by the Representative or Alternative Representative who appointed the proxy is void.

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No. 36/2018

Full name and address of the owner of the land:

Frasers Broadway Pty Ltd
(ACN 122 575 286)
Suite 11, Level 12, 101 Bathurst Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	50 50 51 51 52	51 52 50 52 50 and 51
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	50 51	51 50
3	EASEMENT FOR FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (WHOLE OF LOT)	50 51	51 50
4	EASEMENT TO ACCESS AND USE OF SHARED FACILITIES (WHOLE OF LOT)	50 51	51 50

.....
Council Authorised Delegate

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	EASEMENT FOR ACCESS (A) VARIABLE WIDTH (LIMITED IN STRATUM)	51	50, 307 in DP1181334 and 202 in DP1240831
6	EASEMENT FOR ACCESS BY FOOT (B) VARIABLE WIDTH (LIMITED IN STRATUM)	51	50
7	EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS (C) VARIABLE WIDTH (LIMITED IN STRATUM)	51	50
8	POSITIVE COVENANT (GWTP WITHIN LOT 50)	50 and 51	Council of the City of Sydney
9	EASEMENT FOR PUBLIC ACCESS AND RECREATION (F) VARIABLE WIDTH (LIMITED IN STRATUM)	51	Council of the City of Sydney
10	EASEMENT FOR EXHAUST PURPOSES (H) VARIABLE WIDTH (LIMITED IN STRATUM)	51	50
11	EASEMENT FOR END OF JOURNEY FACILITIES (J) VARIABLE WIDTH (LIMITED IN STRATUM)	50 and 51	52
12	POSITIVE COVENANT (STREET LIGHTING) ABOVE WELLINGTON STREET	50 and 51	Council of the City of Sydney

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	EASEMENT TO ACCESS AND USE CAR SHARE PARKING SPACES (K) VARIABLE WIDTH (LIMITED IN STRATUM)	51 & 50	Council of the City of Sydney
14	POSITIVE COVENANT (FOR CAR SHARE)	51	Council of the City of Sydney
15	EASEMENT FOR EGRESS PURPOSES (L) VARIABLE WIDTH (LIMITED IN STRATUM)	50	52
16	EASEMENT FOR GARBAGE PURPOSES (M) VARIABLE WIDTH (LIMITED IN STRATUM)	50	52
17	EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (5V) (LIMITED IN STRATUM)	50 and 51	202 DP1240831
18	EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (5T) (LIMITED IN STRATUM)	50 and 51	307 DP1181334
19	EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (5T1) (LIMITED IN STRATUM)	51	307 DP1181334

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
20	EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (5T3) (LIMITED IN STRATUM)	51	307 DP1181334
21	EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (5T5) (LIMITED IN STRATUM)	50 and 51	307 in DP1181334
22	EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (N) (LIMITED IN STRATUM)	50 and 51 50 and 51	53 54
23	POSITIVE COVENANT (FOR SUPPORT OF ROAD)	50 and 51	Council of the City of Sydney
24	RESTRICTION ON THE USE OF LAND	50 and 51	Council of the City of Sydney
25	POSITIVE COVENANT (OSD SYSTEM)	50 and 51	Council of the City of Sydney

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

PART 2 (Terms)

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Lot means lots 50, 51 and 52 in the Plan.

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

(a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Management Statement, or any Rules made under the Management Statement, to access or use the particular Facility; and

(b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants , lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the owner of the Benefited lot.

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation the Council.

Block 1 and 4N Committee means the building management committee created on registration of the building management statement registered with DP1240831

Block 11 Proportion means an amount equal to ~~21.55~~ 21.45% of the Operating Costs, being a contribution to the Operating Costs.

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Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

Block 8 Owners Corporation means the owners corporation constituted on registration of SP94763.

Building means the building constructed within lots 50 and 51 in the Plan.

Car Share Parking Spaces means the car parking spaces in the Building, identified as "CSH" in the Plan.

Car Share Scheme has the meaning given to it in the Management Statement.

Central Thermal Plant Lot Owner means the person that operates the infrastructure, apparatus, plant and equipment located on the CTP Land and provides the CTP Services.

Committee means the building management committee constituted in accordance with the Management Statement

Council means the Council of the City of Sydney.

Covenant Site means the part of lot 51 identified as "CS12" ~~"##"~~ in the Plan.

CTP Infrastructure means all pipes, pits tanks, connections, junctions, pumps, meters, valves, cables, wires, controllers, tubes and any other ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the provision of CTP Services from the CTP Land to heat exchangers in relevant plant rooms, but not including those heat exchangers.

CTP Land means lot 202 in DP1240831.

CTP Services means:

(a) using thermal energy to:

(i) heat Recycled Water or other water for space heating;

(ii) heat Recycled Water or other water for domestic hot water;

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(iii) chill Recycled Water or other water for space cooling; or

(b) communications and other services using fibre optic cables forming part of the CTP Infrastructure.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Emergency Equipment includes fire extinguishers, fire hoses and any other available equipment designed for similar use.

Environmental Consultant means:

(a) JBS&G; or

(b) another environmental consultant of similar qualifications as determined by Council, acting reasonably.

Equipment means materials, tools, implements, machinery and vehicles including cranes.

Facility has the meaning given to it in the Management Statement.

Improvements means all improvements, structures and fixtures constructed, erected or installed at any time, including, any walls, support columns, slabs, foundations and footings.

Last Registration Date means the date on which the strata plan subdividing lot 50 in the Plan is registered.

Law means any:

(c) act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and

(d) certificate, licence, consent, permit, approval and requirement of organisations having jurisdiction over Works.

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Lights means the lights located within the Covenant Site including any wires, conduits or pipes required to service the lights;

LEP means the Sydney Local Environmental Plan 2005.

Maintain includes:

(a) keep clean and tidy;

(b) maintain in good and serviceable condition;

(c) maintain in structurally sound condition;

(d) repair as necessary; and

(e) replace as necessary.

Management Plan means the Publically Accessible Areas Management Plan – Central Park Block 11 dated on or around the date of registration of this instrument, or as amended with the consent of the Council of the City of Sydney.

Management Statement means the strata management statement, or building management statement, as the case may be, in force in respect of the Building.

Operating Costs means the total costs incurred by the Block 11 Committee to undertake the tasks referred to in **clause 9.1(a)**.

Proponent means Frasers Broadway Pty Ltd (ACN 122 575 286).

Potable Water Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any other ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of potable water from the relevant Sydney Water main connection point up to and including relevant sub-meters in the Building.

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Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

Recycled Water means the water produced from the treatment of sewage and rainwater re-use.

Recycled Water Plant Lot Owner means:

(a) the registered proprietor of an estate in fee simple of the RWP Land (**Registered Proprietor**); and

(b) if the Registered Proprietor is not the same person as the Recycled Water Plant Operator, the person that is the Recycled Water Plant Operator.

Recycled Water Plant Operator means the person that operates the infrastructure, apparatus, plant and equipment located on the RWP Land and provides a service for the removal and treatment of sewage, the supply of Recycled Water or the supply of potable water, or all of these services.

Recycled Water Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of Recycled Water from the RWP Land up to and including relevant sub-meters, wherever located.

Rules has the meaning given to it in the Management Statement.

RWP Land means lot 307 in the DP1181334.

Schedule of Facilities has the meaning given to it in the Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

(a) a specification of the relevant Works;

(b) a programme of the Works; and

(c) a statement indicating the likely impact of the Works on the parties to an easement.

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Service means any service in the Building including:

(a) water supply;

(b) gas supply;

(c) electricity supply;

(d) air conditioning;

(e) a telephone service;

(f) a high speed internet service;

(g) a digital transmission service;

(h) a radio service;

(i) a television service;

(j) any service received and dispersed by a Special Receiving Facility;

(k) a system for the removal and passage of sewage;

(l) a system for the removal and passage of trade waste;

(m) a system for the passage of water;

(n) a mechanical ventilation system;

(o) a fire safety or control system;

(p) hydraulic services;

(q) a security system;

(r) escalators;

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(s) lifts;

(t) closed circuit television video and audio services; and

(u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated, and that are:

(a) situated in a Burdened lot at the Last Registration Date; or

(b) subsequently installed or constructed in accordance with a right in this instrument.

Sewer Mining Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the mining of sewage from the relevant sewer main and its passage to the RWP Land.

Sewage Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of sewage from relevant collection pits to the RWP Land.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Stormwater Collection Infrastructure means all tanks, pipes, fittings, connections, junctions, pits, pumps, meters, valves, cables, wires, controllers and any ancillary

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infrastructure, apparatus, plant and equipment which is necessary for and facilitates the collection of stormwater from retention tanks in the Building and its passage to the RWP Land.

Wellington Street Contamination Facility means the ground water treatment plant contained within lot 50 in the Plan.

Works includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

1.2 **References to certain terms**

In this instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

(g) a reference to a corporation includes its successors and permitted assigns;

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(h) a reference to a document is a reference to a document of any kind, including a plan;

(i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;

(j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(k) a reference to a time is to that time in Sydney;

(l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(m) a requirement to do any thing includes a requirement to cause that thing to be done;

(n) a word that is derived from a defined word has a corresponding meaning;

(o) the singular includes the plural and vice-versa;

(p) words importing one gender include all other genders; and

(q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

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Plan: DP1230037

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1.3 **Complying with the Management Statement**

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

(a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument; and

(b) comply with the Management Statement, where applicable.

1.4 **Positive covenants and maintenance requirements**

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

1.5 **Section 106 of the *Strata Schemes Development Act 2015***

If section 106 of the *Strata Schemes Development Act 2015* (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 106 are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

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1.6 **Release and indemnity**

(a) This **clause 1.6** applies to each easement in this instrument, except the following easements:

(i) EASEMENT FOR PUBLIC ACCESS AND RECREATION (F) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 9 in the Plan; and

(ii) EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACES (K) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 13 in the Plan.

(b) The owner of a Benefited lot and Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and Authorised Persons of their rights under the easement or breach of this easement by the owner of the Benefited lot or Authorised Persons, including:

(i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;

(ii) loss, damage, expense or liability in respect of any other property; and

(iii) loss, expense or liability in respect of personal injury, disease, illness or death.

(c) The relevant release and indemnity under **clause 1.6(b)** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

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Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

2 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

2.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support to the Benefited lot (**Structural Improvements**);

(b) require that the Structural Improvements remain on a Burdened lot at all times;

(c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (**Sheltering Improvements**); and

(d) require that the Sheltering Improvements remain on a Burdened lot at all times.

2.2 **Clause 2.3** applies only in respect to the rights granted under this easement which burden the lot set out in the table below and benefit the corresponding lot as set out in the table below:

Burdened lot	Benefitted lot
50	51
51	50

2.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Structural Improvements and Sheltering Improvements will be Facilities which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Management Statement and the Schedule of Facilities.

2.4 **Clauses 2.5** to **2.8** applies only in respect to the rights granted under this easement which burden the lot set out in the table below and benefit the corresponding lot as set out in the table below:

Burdened lot	Benefitted lot
50	52
51	52
52	50
52	51

2.5 The Owner of a Burdened lot must:

(a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and

(b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this **clause 2.5**.

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2.6 If the Owner of a Burdened lot fails to comply with its obligations under this easement, the Owner of the Benefited lot has the right at any time to give a notice to the Owner of the Burdened lot requiring compliance with those obligations.

2.7 If the Owner of a Burdened lot fails to comply with a notice given under **clause 2.6** within a reasonable time after its service, having regard to the type of work or act required:

(a) the Owner of the Benefited lot has the right, but not the obligation, to carry out Works to remedy the failure to comply specified in the notice; and

(b) the Owner of the Burdened lot must pay the Owner of the Benefited lot, within 14 days of receipt of a demand from the Owner of the Benefited lot, the costs reasonably and properly incurred by the Owner of the Benefited lot in carrying out those Works.

2.8 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:

(a) to minimise interruption to or interference with any Service and any associated Service Equipment;

(b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and

(c) to ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;

(iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and

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(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

2.9 For the purpose of the operation of section 106 of the *Strata Schemes Development Act 2015* (NSW) to the extent that it is applicable, if the terms of this easement and the terms referred to in section 106 are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this instrument prevail.

3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) the uninterrupted passage of any Service to or from the Benefited lot through Service Equipment situated in the Burdened lot;

(b) install new Service Equipment in a Burdened lot to replace, upgrade and/or augment existing Service Equipment, but only where the installation of the new Service Equipment can be effected by:

(i) using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or

(ii) another method approved by the owner of each lot through which the installation will be effected.

and without interfering with existing Service Equipment benefiting other lots;

(c) the ongoing use of any Service Equipment in a Burdened lot through which, a Service passes to or from the Benefited lot;

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(d) have Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and

(e) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Service Equipment in that lot.

3.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) some of the Services and associated Service Equipment will be Facilities which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining such Services and associated Service Equipment as Facilities will be allocated under the Management Statement and the Schedule of Facilities.

3.3 The owner of a Benefited lot must:

(a) Maintain Service Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and

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(b) at its cost carry out Works and do anything else reasonably necessary in relation to such Service Equipment as and when required, to ensure compliance with this **clause 3.3**.

3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Service Equipment which:

(a) is a Facility; and

(b) if, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Service Equipment,

so that it is fit to be used for its intended purpose.

3.5 Subject to **clauses 3.6** and **3.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

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3.6 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(a)** to **3.5(d)** where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

3.7 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(c)** and **3.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;

(b) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(c) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

3.8 The owner of a Burdened lot may only withhold consent under **clause 3.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

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3.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment;

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works; and

(d) comply with the reasonable directions of the owner of the Burdened lot.

3.10 If the owner of a Benefited lot fails to comply with its obligations under **clause 3.3(a)** in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

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3.11 If the owner of a Benefited lot fails to comply with a notice given under **clause 3.10** within a reasonable time after its service, having regard to the type of work or act required:

(a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and

(b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this **clause 3.11**.

3.12 In addition to its rights under **clauses 3.10** and **3.11** if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

3.13 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

3.14 In addition to its rights under **clauses 3.10** and **3.11** if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do

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anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

3.15 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

4 Terms of EASEMENT FOR FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (WHOLE OF LOT) numbered 3 in the Plan

4.1 The owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:

(a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (**Easement Site**), in order to exit the Benefited lot; and

(b) use any Emergency Equipment located on a Burdened lot.

4.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) only use the Easement Site and Emergency Equipment for their intended purposes;

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(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable directions of:

(i) the Committee or any person authorised by the Committee; or

(ii) the owner of the Burdened lot.

4.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

5 Terms of EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) numbered 4 in the Plan

5.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use any Facilities on a Burdened lot that they are entitled to use under the Management Statement and the Schedule of Facilities, subject to the terms of the Management Statement.

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5.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the relevant Facilities;

(b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable direction of the Committee or any person authorised by the Committee.

5.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) the costs associated with Maintaining Facilities Maintained by the Committee will be allocated under the Management Statement and the Schedule of Facilities.

5.4 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

6 Terms of EASEMENT FOR ACCESS (A) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 5 in the Plan

6.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Benefited lot.

6.5 6.12

6.2 **Clauses** ~~6.3~~ to ~~6.10~~ apply only in respect to the rights granted under this easement which burden the lot set out in the table below and benefit the corresponding lot as set out in the table below:

Burdened lot	Benefitted lot
~~50~~	~~51~~
51	50

6.3

6.4 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

(c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;

(d) comply with the Management Statement and any applicable Rules; and

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(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

6.5 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

6.6 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

6.7 Subject to **clauses 6.8** and **6.9**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

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(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

6.8 The owner of a Benefited lot is not obliged to comply with **clauses 6.7(a)** to **6.7(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

6.9 The owner of a Benefited lot is not obliged to comply with **clauses 6.7(c)** and **6.7(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

6.10 The owner of the Burdened lot may only withhold consent under **clause 6.7(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

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will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

6.11 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

6.12 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

7 Terms of EASEMENT FOR ACCESS BY FOOT (B) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 6 in the Plan

7.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids to go to or from the Benefited lot.

7.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable directions of the Committee or any person authorised by the Committee.

7.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

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(ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

8 Terms of EASEMENT FOR EXHAUST PURPOSES AND ROOF ACCESS (C) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 7 in the Plan

8.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass and repass on the Burdened lot to access the roof and plant room located on the site of this easement (**Easement Site**), together with any materials, tools, implements necessary to carry out Works in the plant room or roof of a Benefited lot.

8.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

(c) only use the Easement Site for its intended purpose so as not to cause or permit any hazards or nuisances;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

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8.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of the Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the G Easement Site will be allocated under the Management Statement and the Schedule of Facilities.

8.4 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

8.5 Subject to **clauses 8.6** and **8.7,** before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

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(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

8.6 The owner of the Benefited lot is not obliged to comply with **clauses 8.5(a) to 8.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

8.7 The owner of the Benefited lot is not obliged to comply with **clauses 8.5(c)** and **8.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

8.8 The owner of the Burdened lot may only withhold consent under **clause 8.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

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8.9 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

8.10 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

9 Terms of POSITIVE COVENANT (GWTP WITHIN LOT 50) NUMBERED 8 in the Plan

9.1 The owners of the Burdened lots must ensure:

(a) the Wellington Street Contamination Facility is at all times operating, maintained, repaired, insured, cleaned and up kept to the satisfaction of the Environmental Consultant; and

(b) that they pay their proportion of the Block 11 Contribution when requested by the Committee; and

(c) that the Committee issues periodically invoices the Block 1 & 4N Committee and Block 8 Owners Corporation for their contribution to the maintained of the Wellington Street Contamination Facility; and

9.2 The owners of the Burdened lots acknowledge that the Committee will, in the first instance, be obliged to undertake the tasks referred to in **clause 9.1(a)**.

9.3 It is intended that:

(i) the Block 11 Proportion will be a Facility; and

(ii) the costs associated with the Block 11 Proportion will be allocated to the Burdened lots under the Management Statement and the Schedule of Facilities.

9.4 The owners of the Burdened lots must comply with any notice served by Council or the Block 11 Committee requiring compliance with the obligations set out in **clause 9.1(b)**.

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9.5 The owners of the Burdened lots acknowledge that Council has the rights granted under section 88F of the *Conveyancing Act 1919 (NSW)* in connection with this positive covenant.

10 Terms of EASEMENT FOR PUBLIC ACCESS AND RECREATION (F) VARIABLE WIDTH (LIMITED IN STRUTUM) NUMBERED 9 in the Plan

10.1 Members of the public have the right, consistent with the rights of other persons, having the same or similar rights, to:

(a) to use the recreation area and associated facilities on the site of this easement (**Recreation Area**) for recreational purposes; and

(b) to enter and pass across that part of a Burdened lot which provides access to and egress from the Recreational Area:

(i) on foot;

(ii) by bicycle;

(iii) with wheelchairs or other disabled access aids; and

(iv) with guide dogs or hearing dogs for the visually or hearing impaired.

10.2 When exercising rights or complying with obligations under this easement, members of the public must:

(a) only use the Recreation Area for the purposes provided for in this easement and the Management Plan;

(b) comply with any relevant provisions in the Management Plan regulating the use of the Easement;

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(c) comply with any reasonable directions on any applicable signage erected on the Burdened lot; and

(d) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Recreation Area.

11 Terms of EASEMENT FOR EXHAUST PURPOSES (H) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 10 in the Plan

11.1 The owner of the Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) install, keep and maintain an exhaust duct (**Exhaust Duct**) within the site of the easement (**Easement Site**);

(b) have the Exhaust Duct supported vertically, horizontally, and in each other plane by the Burdened lot; and

(c) carry out Works in relation to the Exhaust Duct and enter and remain in the Burdened lot, together with any Equipment necessary for the purpose, for a reasonable time to carry out those Works.

11.2 The owner of a Benefited lot must Maintain:

(a) The Exhaust Duct so that it is not, or not likely to become, a hazard or a nuisance; and

(b) at its cost carry out Works and do anything else reasonably necessary in relation to such Exhaust Duct as and when required, to ensure compliance with this **clause 11.2**

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Council Authorised Delegate

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11.3 Subject to **clauses 11.4** and **11.5**, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

11.4 The owner of a Benefited lot is not obliged to comply with **clause 11.3** where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

11.5 The owner of the Burdened lot may only withhold consent under **clause 11.3** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

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11.6 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any other Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

11.7 If the owner of a Benefited lot fails to comply with its obligations under this easement in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

11.8 If the owner of a Benefited lot fails to comply with a notice given under **clause 11.7** within a reasonable time after its service, having regard to the type of work or act required:

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(a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and

(b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this **clause 11.8.**

12 Terms of EASEMENT FOR END OF JOURNEY FACILITIES (J) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 11 in the Plan

12.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the shower facilities, lockers and other end of journey facilities located on the site of this easement (**End of Journey Facilities**).

12.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) not exercise its rights under this easement in a manner which permits the End of Journey Facilities to become a hazard or a nuisance;

(b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the End of Journey Facilities;

(c) only use the End of Journey Facilities for their intended purpose so as not to cause or permit any hazards or nuisances;

(d) take all reasonable precautions so that no damage is caused to the End of Journey Facilities or any other part of the Burdened lot; and

(e) comply with all Laws and the requirements of all Authorities regarding the use of the End of Journey Facilities.

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12.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.

12.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

12.5 If the owner of the Benefited lot fails to comply with a notice given under **clause 12.4** within a reasonable time after its service having regard to the type of work or act required, the owner of the Burdened lot has the right, but not the obligation, to do all things reasonable necessary to remedy the failure to comply specified in the notice.

12.6 The owner of the Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under **clause 12.4**.

13 Terms of POSITIVE COVENANT (STREET LIGHTING) ABOVE WELLINGTON STREET numbered 12 in the Plan

13.1 The owner of the Burdened lot must:

(a) Maintain the Lights; and

(b) provide Council with the right to inspect the Covenant Site on at least 2 occasions per year and at any time on giving reasonable notice to the owner of the Burdened lot for the purpose of ensuring compliance with the maintenance obligations outlined in **clause 17.1(a)** above.

13.2 If the owner of the Burdened lot fails to comply with its obligations under **clause 13.1** then Council has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations

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13.3 If the owner of the Burdened lot fails to comply with a notice given under **clause 13.2** within a reasonable time after its service, having regard to the nature of the action required, then Council has the right, but not the obligation, to carry out works specified in that and do anything else reasonably necessary to remedy the failure to comply specified in the notice at the cost of the owner of the Burdened lot.

14 Terms of EASEMENT TO ACCESS AND USE CAR SHARE PARKING SPACES (K) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 13 in the Plan

14.1 The operator of, and members of the public participating in, the Car Share Scheme (**Car Share Users**) have the right, consistent with the rights of other persons having the same or similar rights, to:

(a) pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Car Share Parking Spaces; and

(b) park motor vehicles used as part of the operation of the Car Share Scheme in the Car Share Parking Spaces.

14.2 When exercising rights under this easement, the Car Share Users must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

(c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of the Building, other than within a Car Share Parking Space; and

(d) comply with any reasonable direction of the Committee or any person authorised by the Committee.

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

15 Terms of POSITIVE COVENANT (FOR CAR SHARE) NUMBERED 14 in the Plan

15.1 The owners of the Burdened lots must:

(a) operate, or procure the operation of, the Car Share Scheme (utilising the Car Share Parking Spaces), for no fee receivable by the owners of the Burdened lots including for the provision of access cards, keys and the like and to the reasonable satisfaction of Council;

(b) ensure that:

(i) all persons operating, or participating in, the Car Share Scheme; and

(ii) all vehicles used in the operation of the Car Share Scheme,

have access, at all times and for no fee receivable by the owners of the Burdened lots, to and from the Car Share Parking Spaces; and

(c) ensure that any public liability insurance policy effected for the Building provides cover in connection with the operation of the Car Share Scheme.

15.2 The owners of the Burdened lots must use reasonable endeavours to:

(a) procure the promotion of awareness of the Car Share Scheme among residents in the Building; and

(b) encourage the participation of residents in the Building in the Car Share Scheme.

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

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

16 Terms of EASEMENT FOR EGRESS PURPOSES (L) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 15 in the Plan

16.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids to go to or from the Benefited lot.

16.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot;

(c) comply with an signage located on the Easement Site; and

(d) comply with any reasonable directions of the owner of the Burdened lot.

17 Terms of EASEMENT FOR GARBAGE PURPOSES (M) VARIABLE WIDTH (LIMITED IN STRATUM) numbered 16 in the Plan

17.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to:

(a) pass across the site of this easement (**Easement Site**) by any reasonable means for the purpose of having waste receptacles collected; and

(b) have waste receptacles temporarily located within the Easement Site for the purpose of having them collected and removed.

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17.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;

(b) causes little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site; and

(c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot.

17.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.

17.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

17.5 If the owner of the Benefited lot fails to comply with a notice given under **clause 17.4** within a reasonable time after its service having regard to the type of work or act required, the owner of the Burdened lot has the right, but not the obligation, to do all things necessary to remedy the failure to comply specified in the notice.

17.6 The owner of the Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under **clause 17.4.**

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Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

18 Terms of EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (5V) (LIMITED IN STRATUM) numbered 17 in the Plan

18.1 The Central Thermal Plant Lot Owner has the right to:

(a) install and have CTP Infrastructure remain in a burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the CTP Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the CTP Infrastructure in a Burdened lot for its intended purpose;

(d) the uninterrupted passage of CTP Services, in any quantities, through any CTP Infrastructure in a Burdened lot within the Easement Site;

(e) carry out work and do anything else it considers necessary or desirable, acting reasonably, in relation to the CTP Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to CTP Infrastructure in the lot.

18.2 The owner of a Burdened lot must:

(a) not do anything, and must not permit any other person to do anything, which would:

(i) prevent, hinder or otherwise interfere with the Central Thermal Plant Lot Owner exercising its rights under this easement at any time; or

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(ii) jeopardise or interfere with the safety or operational integrity of the CTP Infrastructure,

including, without limitation:

(iii) fixing or placing anything to, on or above the CTP Infrastructure located within the Easement Site;

(iv) excavating within 150mm of the Easement Site; or

(v) placing anything within the Easement Site; and

(b) comply with, and not permit any other person to act in a manner inconsistent with any reasonable directions given by the Central Thermal Plant Operator from time to time restricting:

(i) the undertaking of work in proximity to the CTP Infrastructure; or

(ii) the laying of cables, pipework, machinery or equipment in proximity to the CTP Infrastructure,

for the purpose of:

(iii) preserving the safety and operational integrity of the CTP Infrastructure;

(iv) ensuring there is no increase in the Central Thermal Plant Operator's costs of operating and maintaining the CTP Infrastructure; and/or

(v) ensuring that the risk of incurring liability through operating and maintaining the CTP Infrastructure is not materially increased by the installation of new cables, pipework, machinery or equipment.

18.3 Subject to **clause 18.4**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened

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lot, the Central Thermal Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

18.4 The Central Thermal Plant Lot Owner is not obliged to comply with **clause 18.3** where, in the opinion of the Central Thermal Plant Lot Owner, reasonably held, there is an Emergency.

18.5 The Central Thermal Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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18.6 If, in the opinion of the owner of a Burdened lot, reasonably held, the Central Thermal Plant Lot Owner has not exercised its rights under **clause 18.1(e)** to carry out Works in relation to the CTP Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance, provided the owner of the Burdened lot has first provided the Central Thermal Plant Lot Owner with notice of the hazard or nuisance and the Central Thermal Plant Owner has not completed the relevant works to rectify the hazard or nuisance within a reasonable time of receiving the owner of the Burdened lot's notice.

18.7 The owner of the Benefited lot and its Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and its Authorised Persons of their rights under the easement or breach of this easement by the owner of the Benefited lot or Authorised Persons, including:

(a) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;

(b) loss, damage, expense or liability in respect of any other property; and

(c) loss, expense or liability in respect of personal injury, disease, illness or death.

18.8 The relevant release and indemnity under **clause 18.7** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents and does not extend to loss which would have been avoided had the owner of the Burdened lot used its reasonable endeavours to mitigate its loss.

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Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

19 Terms of EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (5T) (LIMITED IN STRATUM) numbered 18 in the Plan

19.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Stormwater Collection Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Stormwater Collection Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) collect and remove stormwater that is available (**Collected Stormwater**), in any quantities, from any retention tank in a Burdened lot within the Easement Site;

(d) the uninterrupted passage of Collected Stormwater, in any quantities, to the Benefited lot through any Stormwater Collection Infrastructure in a Burdened lot within the Easement Site;

(e) use the Stormwater Collection Infrastructure in a Burdened lot for its intended purpose;

(f) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Stormwater Collection Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(g) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Stormwater Collection Infrastructure in the lot.

19.2 Subject to **clause 19.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened

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lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

19.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 19.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

19.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 19.1(f)** to carry out Works in relation to the Stormwater Collection Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

20 Terms of EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (5T1) (LIMITED IN STRATUM) NUMBERED 19 in the Plan

20.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Sewage Reticulation Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Sewage Reticulation Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the Sewage Reticulation Infrastructure in a Burdened lot for its intended purpose;

(d) the uninterrupted passage of sewage, in any quantities, through any Sewage Reticulation Infrastructure in a Burdened lot within the Easement Site;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Sewage Reticulation Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

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(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Sewage Reticulation Infrastructure in the lot.

20.2 Subject to **clause 20.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

20.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 20.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

20.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

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(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 20.1(e)** to carry out Works in relation to the Sewage Reticulation Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

21 Terms of EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (5T3) (LIMITED IN STRATUM) numbered 20 in the Plan

21.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Recycled Water Reticulation Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Recycled Water Reticulation Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the Recycled Water Reticulation Infrastructure in a Burdened lot for its intended purpose;

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(d) the uninterrupted passage of Recycled Water, in any quantities, through any Recycled Water Reticulation Infrastructure in a Burdened lot within the Easement Site;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Recycled Water Reticulation Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Recycled Water Reticulation Infrastructure in the lot.

21.2 Subject to **clause 21.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

21.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 21.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

21.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

.....
Council Authorised Delegate

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(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

21.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 21.1** to carry out Works in relation to the Recycled Water Reticulation Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

22 Terms of EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (5T5) (LIMITED IN STRATUM) numbered 21 in the Plan

22.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Potable Water Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

.....
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(b) where necessary, have the Potable Water Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) the uninterrupted passage of potable water in any quantities, through any Potable Water Infrastructure in a Burdened lot within the Easement Site;

(d) use the Potable Water Infrastructure in a Burdened lot for its intended purpose;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Potable Water Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Potable Water Infrastructure in the lot.

22.2 Subject to **clause 22.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

22.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 22.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

.....
Council Authorised Delegate

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22.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

22.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 22.1** to carry out Works in relation to the Potable Water Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

.....
Council Authorised Delegate

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

23 Terms of EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (N) (LIMITED IN STRATUM) numbered 22 in the Plan

The owner of the Benefited lot has the right to have Improvements within the Benefited lot which require support, supported by Improvements on a Burdened lot which are capable of affording support (**Structural Improvements**).

24 Terms of POSITIVE COVENANT (FOR SUPPORT OF ROAD) numbered 23 in the Plan

24.1 The owner of each Burdened lot must ensure that the Structural Improvements referred to in **clause 23** of this instrument are regularly inspected and, at all times, Maintained.

24.2 Council and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities; and

(b) it is intended that the Structural Improvements will be a Facility which will be Maintained by the Committee.

24.3 If the Committee fails to comply with its obligations under the Management Statement in relation to the Structural Improvements in a Burdened lot, the owner of the Burdened lot must:

(a) Maintain the Structural Improvements in its lot to ensure that they continue to afford support to the Improvements in the Benefited lot which require support; and

(b) carry out Works to the Structural Improvements in the Burdened lot, as and when required, to ensure compliance with this **clause 24.3**.

.....
Council Authorised Delegate

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24.4 If the owner of a Burdened lot does not ensure the Maintenance of Structural Improvements as required under **clause 24.1** in relation to the Burdened lot, the Council, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:

(a) carry out Works on the Burdened lot to ensure that support is maintained to the Benefited lot; and

(b) enter the Burdened lot with or without Equipment and remain there for any reasonable period of time for that purpose.

24.5 In exercising its rights under this public positive covenant the Council must:

(a) ensure that all Works are done properly;

(b) cause as little interference as reasonably practicable to the owner of a Burdened lot or to any occupier of a Burdened lot;

(c) cause as little damage as is reasonably practicable to a Burdened lot; and

(d) if any damage is caused to the Burdened lot, restore the Burdened lot as nearly as reasonably practicable to the condition it was in before the damage occurred.

24.6 Except in the case of an Emergency, the Council must:

(a) give the owner of a Burdened lot, or its nominee, reasonable notice of its intention to enter the Burdened lot;

(b) only enter the Burdened lot during times reasonably agreed by the owner of the Burdened lot; and

(c) comply with the reasonable directions of the owner of a Burdened lot or the Committee.

.....
Council Authorised Delegate

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24.7 The owner of each Burdened lot releases and indemnifies the Council from and against all damage, expense, loss or liability of any nature suffered or incurred by the Council that is caused by the Structured Improvements malfunctioning or not working or by reason of the Council carrying out any Works contemplated under **clause 24.2** including:

(a) all reasonable costs incurred by the Council under **clause 24.2**;

(b) loss or damage to the property of the Council;

(c) damage, expense, loss or liability in respect of any other property; and

(d) expense, loss or liability in respect of personal injury, disease, illness or death.

24.8 The owner of each Burdened lot acknowledge that the Council has the rights granted under section 88F of the *Conveyancing Act 1919 (NSW)* in connection with this positive covenant.

25 TERMS OF RESTRICTION ON USE NUMBERED 24 IN THE PLAN

25.1 A car parking space within, or forming part of, a Burdened lot must not be used other than by a proprietor or occupier of all or part of an Authorised Lot.

A storage space within, or forming part of, a Burdened lot must not be used other than by a proprietor or occupier of all or part of an Authorised Lot.

26 TERMS OF POSITIVE COVENANT (FOR OSD SYSTEM) NUMBERED 25 IN THE PLAN

26.1 The Owners of the Burdened lots will, at their own expense, maintain and keep in good and substantial repair and working order, in accordance with dimensions approved by the Council, any part of the on-site detention system (which expression

.....
Council Authorised Delegate

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shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water) (**On-Site Detention System**) which exists from time to time on the Burdened lot.

26.2 Council and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities; and

(b) it is intended that the On-Site Detention System will be a Facility which will be Maintained by the Committee.

26.3 If the Committee fails to comply with its obligations under the Management Statement in relation to the On-Site Detention System in a Burdened lot, the ownes of the Burdened lot must:

(a) Maintain the part of the On-Site Detention System in its lot to ensure that that it complies with **clause 26.1**; and

(b) carry out Works to the On-Site Detention System in the Burdened lot, as and when required, to ensure compliance with this **clause 26.3.**

26.4 If the owner of a Burdened lot does not ensure the Maintenance of the On-Site Detention System as required under **clause 26.1** in relation to the Burdened lot, the Council, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:

(a) carry out Works on the Burdened lot to ensure that the On-Site Detention System is kept in good and substantial repair and working order; and

(b) enter the Burdened lot with or without Equipment and remain there for any reasonable period of time for that purpose.

.....
Council Authorised Delegate

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26.5 In exercising its rights under this public positive covenant the Council must:

(a) ensure that all Works are done properly;

(b) cause as little interference as reasonably practicable to the owner of a Burdened lot or to any occupier of a Burdened lot;

(c) cause as little damage as is reasonably practicable to a Burdened lot; and

(d) if any damage is caused to the Burdened lot, restore the Burdened lot as nearly as reasonably practicable to the condition it was in before the damage occurred.

26.6 Except in the case of an Emergency, the Council must:

(a) give the owner of a Burdened lot, or its nominee, reasonable notice of its intention to enter the Burdened lot;

(b) only enter the Burdened lot during times reasonably agreed by the owner of the Burdened lot; and

(c) comply with the reasonable directions of the owner of a Burdened lot or the Committee.

26.7 The owner of each Burdened lot releases and indemnifies the Council from and against all damage, expense, loss or liability of any nature suffered or incurred by the Council that is caused by the On-Site Detention System malfunctioning or not working or by reason of the Council carrying out any Works contemplated under clause including:

(a) all reasonable costs incurred by the Council under **clause 26.4**;

(b) loss or damage to the property of the Council;

(c) damage, expense, loss or liability in respect of any other property; and

.....
Council Authorised Delegate

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(d) expense, loss or liability in respect of personal injury, disease, illness or death.

26.8 The owner of each Burdened lot acknowledge that the Council has the rights granted under section 88F of the *Conveyancing Act 1919 (NSW)* in connection with this positive covenant.

27 NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS NUMBERED 9 AND 13 IN THE PLAN, THE RESTRICTIONS ON THE USE OF LAND NUMBERED 24 IN THE PLAN AND THE POSITIVE COVENANTS NUMBERED 8, 12, 14, 23 AND 25 IN THE PLAN:

Council of the City of Sydney

.....
Council Authorised Delegate

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

EXECUTED by **FRASERS BROADWAY PTY LTD (ACN 122 575 286)** in accordance with section 127 of the Corporations Act:)

Signature of Director

Signature of ~~Director~~/Secretary

MICHAEL CADDEY

Name of Director (block letters)

MARIA VESIC

Name of ~~Director~~/Secretary (block letters)

EXECUTED by **FRASERS CENTRAL PARK LAND NO 2 PTY LTD (ACN 151 467 800)** in accordance with section 127 of the Corporations Act:)

Signature of Director

Signature of ~~Director~~/Secretary

MICHAEL CADDEY

Name of Director (block letters)

MARIA VESIC

Name of ~~Director~~/Secretary (block letters)

Council Authorised Delegate

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

EXECUTED by **FLOW SYSTEMS OPERATIONS PTY LTD (ABN 603 106 305)** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

TERENCE JAMES LECKIE
.....
Name of Director (block letters)

.....
Signature of ~~Director~~/Secretary

STEVEN SAMUITZ
.....
Name of ~~Director~~/Secretary (block letters)

.....
Council Authorised Delegate

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

ePlan

Plan: DP1230037

Plan of subdivision of lot 1 in DP76719 and lot 5 in DP1142053 covered by Subdivision Certificate No.

EXECUTED by **COUNCIL OF THE CITY OF SYDNEY** by its authorised delegate pursuant to section 377 of the *Local Government Act 1993* (NSW))
)
)
)

MICHAEL SAD
Name of Delegate (block letters)

Signature of Delegate

SENIOR AREA PLANNING MANAGER
Position of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

STEPHEN FEENEY
Name of Witness (block letters)

Signature of Witness

C/- 456 KENT ST SYDNEY
Address of Witness

Council Authorised Delegate

S:6919716_7 YXF

REGISTERED 22.10.2018

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STAMP DUTY

B

I 568157 S

TRANSFER GRANTING EASEMENT

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

TG

	of	
	$	

R /

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
VOLUME 4640 FOLIO 167 FROM DSNO 1/185453	

DESCRIPTION OF LAND
Note (a)

TRANSFEROR (registered proprietor of servient tenement)
Note (b)

CARLTON AND UNITED BREWERIES (N.S.W.) PTY LIMITED OF 26 BROADWAY, SYDNEY

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $1.00 and TRANSFERS and GRANTS EASEMENTS OR RIGHTS AS MORE FULLY SET OUT AND DESCRIBED IN SCHEDULE TWO OF ANNEXURE "A" HERETO OVER THE LAND DESCRIBED IN SCHEDULE ONE OF ANNEXURE "A" AND SUBJECT TO THE CONDITIONS, COVENANTS AND PROVISIONS SET FORTH IN SCHEDULE TWO OF ANNEXURE "A" HERETO (WHICH CONDITIONS, COVENANTS AND PROVISIONS SHALL BE DEEMED TO BE INCORPORATED HEREIN).

Note (c)

OFFICE USE ONLY

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEREE

TRANSFEREE (registered proprietor of dominant tenement)
Note (b)

THE WATER BOARD A PUBLIC AUTHORITY CONSTITUTED BY ACT OF PARLIAMENT, THE WATER BOARD ACT, 1987 WITHIN THE MEANING OF SECTION 88A OF THE CONVEYANCING ACT, 1919.

PRIOR ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. ..... 2. ..... 3. .....

DATE 16TH AUGUST 1993

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

EXECUTION
Note (e)

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

..... Signature of Witness

..... Name of Witness (BLOCK LETTERS)

..... Address and occupation of Witness

.....

Director

..... Signature of Transferor

THE WATER BOARD BY ITS ATTORNEY WHO HEREBY STATES THAT AT THE TIME OF HIS EXECUTING THIS INSTRUMENT HE HAS NO NOTICE OF THE REVOCATION OF THE POWER OF ATTORNEY REGISTERED NO. 686 BOOK 3864 UNDER THE AUTHORITY OF WHICH HE HAS EXECUTED THIS INSTRUMENT.

Note (e)

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

SIGNED FOR AND ON BEHALF OF THE WATER BOARD
Signature of Witness

BY: WARREN FREDERICK WATKINS
Name of Witness (BLOCK LETTERS)

ITS DULY CONSTITUTED ATTORNEY WHO IS PERSONALLY KNOWN TO ME

K A BYERS
TECHNICAL PROPERTY OFFICER
WATER BOARD

..... Signature of Transferee

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (g)

LODGED BY
THE MANAGER
REAL ESTATE
WATER BOARD
Ref: 130418F3
Delivery Box Number 889T

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith
		In L.T.O. with
✓		Produced by 2/9/2

OFFICE USE ONLY

Checked	Passed	REGISTERED - -19
Signed	Extra Fee	

Secondary Directions	
Delivery Directions	

4099:65 (67)

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RP 13B
1987

B

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure, the words rejected are to be ruled through and initialled by the parties to the dealing in the left hand margin.

If the space provided is insufficient, addit onal sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement, otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land. TORRENS TITLE REFERENCE—Insert the current Reference to the Folio of the Register for both the dominant and servient tenements, e.g., Vol. 135/SP12345 or Vol. 12634 Fol. 126.

(b) Show the full name, address and occupation or description.

(c) State the nature of the easement (see e.g., section 181A of the Conveyancing Act, 1919), and accurately descr be the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.

(d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.

(e) Execution.

GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known.
The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm) to be typewritten or printed adjacent to the signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No.

AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION (v) If the application is executed by a corporation under seal, the form of execution should include a statement that the sea has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pble for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME	
			26
			52
			78
			104
			130

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	EA		EASEMENT TO DRAIN WATER OVER THE LAND
				BEING AFFECTING THE LAND
				ABOVE DESCRIBED IS SHOWN
				AS "PROPOSED EASEMENT
				FOR STORMWATER DRAINAGE
				AGE 3 WIDE AND VARIABLE
				WIDTH" IN DP 636417
	ON	EB		EASEMENT TO DRAIN SEWAGE
				AGE AFFECTING THE LAND
				DESCRIBED IS SHOWN
				AS "PROPOSED EASEMENT
				FOR STORMWATER DRAINAGE
				AGE 3 WIDE AND VARIABLE
				WIDTH" IN DP 636417
				6
	OFF	NB		
		CT	214D	

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a:koko0333.ali(10)

B

ANNEXURE "A"

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN TRANSFER GRANTING EASEMENT BETWEEN CARLTON AND UNITED BREWERIES (N.S.W.) PTY LIMITED (AS TRANSFEROR) AND WATER BOARD (AS TRANSFEREE) AND DATED 16TH DAY OF AUGUST 1993.

SCHEDULE ONE HEREINBEFORE REFERRED TO

BEING that piece or parcel of land containing 526.7 square metres, being part of the land comprised in Certificate of Title Volume 4640 Folio 167 and being the Proposed "Easement for Stormwater Drainage 3 wide and Variable Width" shown on Deposited Plan 636476 situated within Lot 1 in Deposited Plan 185453 (hereinafter called "the said land").

SCHEDULE TWO HEREINBEFORE REFERRED TO

EASEMENT FOR STORMWATER DRAINAGE AND SEWERAGE PURPOSES

AN "Easement to Drain Water" as described in Part III of Schedule IVA of the Conveyancing Act, 1919 together with an "Easement to Drain Sewage" as described in Part IV of Schedule IVA of the Conveyancing Act 1919 AND an EASEMENT OR RIGHT TO USE for the construction and maintenance of works for stormwater drainage and sewerage purposes the surface and the subsoil or undersurface of the said land TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY for the Transferee from time to time and at all times hereafter by its officers, servants, workmen and agents to construct, lay down, make, control examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the said land and upon or at such depths or levels below the surface thereof as the Transferee shall think proper channels, drains, pipes and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required for stormwater drainage and sewerage purposes AND to use such works for the conveyance and passage of stormwater, other surface waters and sewage AND to alter and take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works of the Transferee as shall for the time being be in or upon the said land AND for any of the purposes aforesaid to enter, go, return, pass and repass upon, along and over the said land at any hour of the day or night and make and sink excavations, shafts and cuttings in and through the said land and bring and place thereon

.....
Transferor

.....
Transferee

.....
Witness

.....
Witness

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and remove therefrom any such plant, machinery, tools, implements, materials, articles and things as the Transferee shall think fit AND generally to exercise and perform in and upon the said land any of the rights, powers and authorities conferred on or vested in the Transferee under and by virtue of the provisions of the Water Board Act, 1987 without liability to pay compensation to any person or persons or body for any damage sustained through the exercise of any of the rights, powers or authorities hereby or by virtue of the said Act conferred on or vested in or granted to the Transferee AND in relation to such easement or rights as are hereinbefore transferred to the Transferee the Transferor DOES HEREBY COVENANT with the Transferee:-

(a) THAT the Transferor will not place on the said land or allow to be placed or remain thereon any timber or any article of plant or any stores, filling, rubbish or other material whatsoever; AND

(b) THAT the Transferor will not at any time hereafter erect, construct or place upon the said land or allow to be erected, constructed or placed thereon any building, fence or other structure whatsoever AND the Transferor will at all times bear all risk of and responsibility in connection with damage to any building, fence or other structure for the time being in existence upon the said land AND also any damage or injury to any property or person arising directly or indirectly or contributed or aggravated by the presence of any building, fence or other structure on the whole of the land in the said Certificate of Title in which the said land is contained; AND

(c) THAT the Transferor will not without the prior consent and approval in writing of the Transferee first had and obtained or otherwise than in strict compliance with such conditions as the Transferee may impose:-

(i) make or allow to be made any alteration to the existing surface levels of the said land by any means whatsoever, or

(ii) lay down, construct or place upon the said land any pavement or concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material, or

(iii) park or place upon the said land or allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay; AND

Transferor

Transferee

Witness

Witness

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(d) THAT the Transferee, its servants or agents shall be permitted to have full right of access to the said land by day or night for maintenance purposes; AND

(e) THAT the Transferor will not execute or allow to be executed on the said land landscaping including the planting of trees and shrubs that would impede the free flow of flood waters which might be flowing over the surface of the land and of the Transferor during periods of heavy storms;

AND THE PARTIES HERETO FURTHER AGREE that where the context so permits, in the construction of any provision contained or implied in this document, unless repugnant to the context or the contrary intention appears:-

(i) the word "Transferor" means and includes the Transferor and if a natural person or persons, his or their respective executors, administrators and permitted assigns, and if a corporation, its successors and permitted assigns;

(ii) words importing the singular number shall include the plural and vice versa, words importing a person or persons shall include a Company or Companies and vice versa and each gender shall include every other gender;

(iii) where the Transferor consists of two or more persons, the provisions of this document shall bind them and any two or greater number of them jointly and each of them severally and shall also bind the executors, administrators, successors and permitted assigns of them and every two or greater number of them jointly and severally.

.....
Transferor

.....
Witness

.....
Transferee

.....
Witness

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ePlan

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

Plan:
DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

Full name and address of the owner of the land:

Frasers Broadway Pty Limited
(ACN 122 575 286)
Level 11, 488 Kent St
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR ACCESS VARIABLE WIDTH (1A)	2	1 and 4
2	EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (1B)	2	1
3	EASEMENT FOR ACCESS VARIABLE WIDTH (1C)	2 3	3 2
4	EASEMENT FOR ACCESS VARIABLE WIDTH (1D)	3	6, 7 and 8
5	EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (1E)	3	6, 7 and 8
6	EASEMENT FOR ACCESS VARIABLE WIDTH (1F)	3	4 and 5
7	EASEMENT FOR SERVICES VARIABLE WIDTH (1G)	2 3	3 2

Council Authorised Person

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Plan:
DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	EASEMENT FOR SERVICES VARIABLE WIDTH (1H)	2	1 and 4
9	EASEMENT FOR SERVICES VARIABLE WIDTH (1J)	3	6, 7 and 8
10	EASEMENT FOR ACCESS VARIABLE WIDTH (1K)	2 and 3	Sydney Water Corporation
11	EASEMENT FOR SERVICES VARIABLE WIDTH (1L)	3	4 and 5
12	EASEMENT FOR LIGHT AND AIR 3 WIDE (1M)	5	lot 1 DP76719
13	RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (R1)	1	2 and Council of the City of Sydney
14	RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (R2)	5	3 and Council of the City of Sydney
15	EASEMENT FOR OVERHANG VARIABLE WIDTH (1N)	3	6
16	POSITIVE COVENANT	4	Council of the City of Sydney

Council Authorised Person

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Plan:

DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
17	RESTRICTION ON THE USE OF LAND	1	Council of the City of Sydney
18	RESTRICTION ON THE USE OF LAND	2 and lot 1 DP807298	Council of the City of Sydney
19	RESTRICTION ON THE USE OF LAND	3	Council of the City of Sydney
20	RESTRICTION ON THE USE OF LAND	5 and lot 1 DP76719	Council of the City of Sydney
21	RESTRICTION ON THE USE OF LAND	6, 7, 8 and lot 1 DP191024	Council of the City of Sydney
22	POSITIVE COVENANT	1, 2, 3, 5, 6, 7 and 8	Council of the City of Sydney
23	POSITIVE COVENANT	1, 2, 3 and 5	Council of the City of Sydney
24	EASEMENT FOR WATER SUPPLY PURPOSES ~~3 WIDE AND 6.835~~ WIDE (1P) 3 & 6.385	2, 3 and 4	Sydney Water Corporation
25	EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (1Q)	2 and 4	Sydney Water Corporation

.....
Council Authorised Person

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Plan:
DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
26	EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (1R)	2, 3 and 4	Sydney Water Corporation
27	POSITIVE COVENANT (1R)	2, 3 and 4	Sydney Water Corporation

.....
Council Authorised Person

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Plan:

DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

Concept Plan Approval means the approval of Concept Plan No. 06_0171 granted by the Minister for Planning under Part 3A of the EPA Act on 9 February 2007, as modified on 5 February 2009 and as may be further modified at any time.

Council means the Council of the City of Sydney.

EPA Act means the Environmental Planning and Assessment Act 1979 (NSW).

Frasers means Frasers Broadway Pty Limited (ACN 122 575 286).

Gross Floor Area has the meaning given to it in the Concept Plan Approval.

Main Park means the land intended to be used as a public park comprising:

(a) lot 4 in the Plan; and

(b) parts of Carlton Street, Irving Lane and Balfour Street adjoining lot 4 in the Plan totalling 542 square metres.

Owner's Consent Deed means the agreement dated 19 January 2007 between Carlton and United Breweries (NSW) Pty Limited and the Council, subject to a deed poll dated 25 June 2007 executed by Frasers and varied by deeds dated 2 November 2007 and 26 June 2009 and as may be further varied at any time.

Planning Agreement means the planning agreement under the EPA Act dated 19 JULY 2010, between the Minister for Planning and Frasers, as amended at any time.

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Plan:
DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

Public Domain Plan means the plan entitled "Concept Plan Public Domain" (No. A-1254, Revision 9, dated 14/03/08) which is attached to the Concept Plan Approval.

Publicly Accessible Land means the following land referred to in the Public Domain Plan and described as:

(a) "Public open space/Park";

(b) "Public Street Reservation: Footpaths, Street Parking, Roadways, Shared ways";

(c) "Publicly Accessible Open space";

(d) "Publicly Accessible Throughway"; and

(e) "Publicly Accessible Road",

but excludes:

(a) the part of the land referred to on the Public Domain Plan which is owned by the Council; and

(b) lot A DP430090.

Subdivision Site means the land comprised in lots 1-8 in the Plan, lot 1 DP807298, lot 1 DP191024 and lot 1 DP76719.

In this Instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

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Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

(d) **maintain** includes keep clean, tidy and in good repair;

(e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

(h) a reference to a corporation includes its successors and permitted assigns;

(i) a reference to a document is a reference to a document of any kind, including a plan;

(j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;

(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

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Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa; and

(q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

1 Terms of EASEMENT FOR ACCESS VARIABLE WIDTH (1A), EASEMENT FOR ACCESS VARIABLE WIDTH (1C), EASEMENT FOR ACCESS VARIABLE WIDTH (1D) and EASEMENT FOR ACCESS VARIABLE WIDTH (1F) numbered 1, 3, 4 and 6 in the Plan

1.1 The owner of a Benefited lot may:

(a) by any reasonable means pass across the Burdened lot, but only within the site of this easement, to get to or from the Benefited lot; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the Burdened lot;

(ii) taking anything on to the Burdened lot; and

(iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

1.2 In exercising those powers, the owner of a Benefited lot must:

(a) ensure all work is done properly;

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Plan:
DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot;

(c) cause as little damage as is practicable to the Burdened lot and any improvement on it;

(d) restore the Burdened lot as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

2 **Terms of EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (1B), EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (1E) AND EASEMENT FOR LIGHT and AIR 3 WIDE (1M) numbered 2, 5 and 12 in the Plan**

Full, free and unimpeded right for the owner of a Benefited lot to the transmission and enjoyment of light and air across the site of this easement without any obstruction or interruption caused by or resulting from the erection, construction or presence of any improvements or other thing on, in, or above the site of this easement.

3 **Terms of EASEMENT FOR SERVICES VARIABLE WIDTH (1G), EASEMENT FOR SERVICES VARIABLE WIDTH (1H), EASEMENT FOR SERVICES VARIABLE WIDTH (1J) and EASEMENT FOR SERVICES VARIABLE WIDTH (1L) numbered 7, 8, 9 and 11 in the Plan**

3.1 The owner of a Benefited lot may:

(a) use the Burdened lot, but only within the site of this easement, to provide services to or from the Benefited lot; and

(b) do anything reasonably necessary for that purpose, including:

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Plan:
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Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

(i) entering the Burdened lot;

(ii) taking anything on to the Burdened lot; and

(iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

3.2 In exercising those powers, the owner of a Benefited lot must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot;

(c) cause as little damage as is practicable to the Burdened lot and any improvement on it;

(d) restore the Burdened lot as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

3.3 For the purposes of this easement, ***services*** includes, but is not limited to, the supply of water, gas, electricity, telephone and television and discharge of stormwater, sewage, sullage and other fluid wastes.

4 Terms of EASEMENT FOR ACCESS VARIABLE WIDTH (1K) numbered 10 in the Plan

An easement in the terms set out in Part 11 of Schedule 4A of the Conveyancing Act 1919 (NSW).

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5 Terms of RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (R1) and RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (R2) numbered 13 and 14 in the Plan

No building on the Burdened lot with a frontage to the site of the Restriction on the Use of Land (**Restriction Site**), is to be occupied unless a footpath which is:

(a) accessible to the public; and

(b) in a state suitable for dedication to Council as a public road,

has been designed, constructed and practically completed within the Restriction Site.

6 Terms of EASEMENT FOR OVERHANG VARIABLE WIDTH (1N) numbered 15 in the Plan

An Easement for overhang in the terms set out in Part 10 of Schedule 8 of the Conveyancing Act 1919 (NSW).

7 Terms of POSITIVE COVENANT numbered 16 in the Plan

The owner of the Burdened lot must ensure that the Main Park is:

(a) remediated (if required), constructed and practically completed to a state suitable for dedication to Council as a park; and

(b) dedicated to Council as a park when Council so requests,

in accordance with the Concept Plan Approval, the Planning Agreement and the Owner's Consent Deed.

.....
Council Authorised Person

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Plan:
DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

8 Terms of RESTRICTION ON THE USE OF LAND numbered 17 in the Plan

The Gross Floor Area that occurs from the development on the Burdened lot must not exceed 14,500 square metres or such other Gross Floor Area as is permitted for the Burdened lot under Condition A1 of Part A of Schedule 3 of the Concept Plan Approval.

9 Terms of RESTRICTION ON THE USE OF LAND numbered 18 in the Plan

The Gross Floor Area that occurs from the development on the Burdened lots must not exceed 77,000 square metres or such other Gross Floor Area as is permitted for the Burdened lots under Condition A1 of Part A of Schedule 3 of the Concept Plan Approval.

10 Terms of RESTRICTION ON THE USE OF LAND numbered 19 in the Plan

The Gross Floor Area that occurs from the development on the Burdened lots must not exceed 122,000 square metres or such other Gross Floor Area as is permitted for the Burdened lots under Condition A1 of Part A of Schedule 3 of the Concept Plan Approval.

11 Terms of RESTRICTION ON THE USE OF LAND numbered 20 in the Plan

The Gross Floor Area that occurs from the development on the Burdened lots must not exceed 26,000 square metres or such other Gross Floor Area as is permitted for the Burdened lots under Condition A1 of Part A of Schedule 3 of the Concept Plan Approval.

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Council Authorised Person

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Plan:
DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 24/2010

12 Terms of RESTRICTION ON THE USE OF LAND numbered 21 in the Plan

The Gross Floor Area that occurs from the development on the Burdened lots must not exceed 10,500 square metres or such other Gross Floor Area as is permitted for the Burdened lots under Condition A1 of Part A of Schedule 3 of the Concept Plan Approval.

13 Terms of POSITIVE COVENANT numbered 22 in the Plan

13.1 When a plan is registered in respect of a part of the Subdivision Site which includes Publicly Accessible Land it must be accompanied by an instrument under section 88B of the Conveyancing Act 1919 (NSW) which creates such rights of way, easements and positive covenants as are necessary to ensure rights of public access over all parts of the Publicly Accessible Land so included.

13.2 The rights of way, easements and positive covenants referred to in **clause 13.1**:

(a) must be in such terms as the Council requires; and

(b) must not commence to operate until such time as the Council and the owner of the Burdened lot agree, each acting reasonably.

14 Terms of POSITIVE COVENANT numbered 23 in the Plan

The owner of a Burdened lot must ensure that any part of the Burdened lot proposed to be dedicated as a public road is:

(a) remediated (if required), constructed and practically completed to a state suitable for dedication to Council as a public road; and

(b) dedicated to Council as a public road when Council so requests.

.....
Council Authorised Person

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Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

$ 6.385

15 Terms of EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (1P) numbered 24 in the Plan

An EASEMENT FOR WATER SUPPLY PURPOSES in the terms set out in Part 1 of registered Memorandum 5736755.

16 Terms of EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (1Q) numbered 25 in the Plan

An EASEMENT FOR WATER SUPPLY PURPOSES in the terms set out in Part 1 of registered Memorandum 5736755.

17 Terms of EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (1R) numbered 26 in the Plan

An EASEMENT FOR ACCESS AND DRAINAGE PURPOSES in the terms set out in Part 2 of registered Memorandum 5736755.

18 Terms of POSITIVE COVENANT (1R) numbered 27 in the Plan

A POSITIVE COVENANT in the terms set out in Part 3 of registered Memorandum 5736755.

.....
Council Authorised Person

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Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

EXECUTED by **FRASERS BROADWAY PTY LTD (ACN 122 575 286)** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

DR S.H. QUEK
.....
Name of Director (block letters)
DR SWEE HAN QUEK.

.....
Signature of Director/~~Secretary~~

.....
Name of Director/~~Secretary~~ (block letters)

SIGNED SEALED AND DELIVERED by

Choa Fung Fung

as attorney for **STANDARD CHARTERED BANK ~~LIMITED~~ (ARBN 097 571 778)** under registered power of attorney Book 4582 No. 970 dated in the presence of:

.....
Signature of witness

Tan Pei San
.....
Name of witness (block letters)

1 TAMPINES CENTRAL
EPF TAMPINES BUILDING #03-01
SINGAPORE 529508
.....
Address of witness (block letters)

.....
Choa Fung Fung

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

.....
Council Authorised Person

Req:R809616 /Doc:DP 1142053 B /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:08-Mar-2026 23:54 /Seq:16 of 16
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ePlan

Plan:

DP1142053

Plan of subdivision of lots 1 and 2 in DP1131320 and Restrictions on the Use of Land affecting lot 1 in DP76719, lot 1 in DP191024 and lot 1 in DP807298, covered by Subdivision Certificate No. 26/2010

SIGNED for **Sydney Water Corporation**)
by its Attorneys)

ROBERT EDWARD SEYMOUR) .....
Name of Attorney) Signature of Attorney

PETER VINCENT BYRNE) .....
Name of Attorney) Signature of Attorney

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 606 Book 4541 under the Authority of which this instrument has been executed

.....
Signature of witness

DAVID ABEL
Name of witness (block letters)

1 SMITH ST, PARRAMATTA
Address of witness (block letters)

.....
Council Authorised Person

S:1419876_6 MDP

REGISTERED 23-9-2010

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

ePlan

(E)

Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053
Covered by Subdivision Certificate No. 19 2013

Full name and address of the owner of the land:

Frasers Central Park Land No 1 Pty Ltd
(ACN 151 467 355)
Suite 11, Lumiere Commercial
Level 12, 101 Bathurst Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (A) (WHOLE OF LOT)	301	302, 303 and 305 to 312 inclusive
		302	301, 303 and 305 to 312 inclusive
		303	301, 302 and 305 to 312 inclusive
		305	301 to 303 inclusive and 306 to 312 inclusive
		306	301 to 303 inclusive, 305 and 307 to 312 inclusive
		307	301 to 303 inclusive, 305 and 306
		308	301 to 303 inclusive, 305, 306 and 309 to 312 inclusive

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
		309	305, 308 and 310 to 312 inclusive
		310	301 to 303 inclusive, 305, 306, 308, 309, 311 and 312
		311	301 to 303 inclusive, 305, 306, 308 to 310 inclusive and 312
		312	301 to 303 inclusive, 305, 306 and 308 to 311 inclusive
2	EASEMENT FOR SERVICES (B) (WHOLE OF LOT)	301	302, 303 and 305 to 312 inclusive
		302	301, 303 and 305 to 312 inclusive
		303	301, 302 and 305 to 312 inclusive
		305	301 to 303 inclusive and 306 to 312 inclusive
		306	301 to 303 inclusive, 305 and 307 to 312 inclusive
		307	301 to 303 inclusive, 305, 306 and 308 to 312 inclusive
		308	301 to 303 inclusive, 305 to 307 inclusive and 309 to 312 inclusive

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
		309	301 to 303 inclusive, 305 to 308 inclusive and 310 to 312 inclusive
		310	301 to 303 inclusive, 305 to 309 inclusive, 311 and 312
		311	301 to 303 inclusive, 305 to 310 inclusive and 312
		312	301 to 303 inclusive and 305 to 311 inclusive
3	EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (C) (WHOLE OF LOT)	301	302, 303, 305 to 308 inclusive, 310 and 311
		302	301, 303 and 305
		303	301, 302, 305 to 308 inclusive, 310 and 311
		305	301 to 303 inclusive and 306 to 312 inclusive
		306	307, 311 and 312
		308	301 to 303 inclusive, 305, 306 and 310 to 312 inclusive
		310	301 to 303 inclusive, 305 to 309 inclusive, 311 and 312

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
		311	306, 308, 310 and 312
		312	306, 308, 310 and 311
4	EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH (H1) (LIMITED IN STRATUM)	305	301 to 303 inclusive and 307 to 312 inclusive
5	EASEMENT FOR ACCESS VARIABLE WIDTH (G) (LIMITED IN STRATUM)	301	302, 303, 305 to 312 inclusive
		302	301, 303, 305 and 307
		303	301, 302, 305 to 312 inclusive
		305	301 to 303 inclusive and 306 to 312 inclusive
		306	307, 311 and 312
		308	305 and 310 to 312 inclusive
		310	301 to 303 inclusive, 305 to 309 inclusive, 311 and 312
		311	301 to 303 inclusive, 305 to 309 inclusive, 310 and 312
		312	306, 307, 310 and 311

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
6	EASEMENT FOR ACCESS VARIABLE WIDTH (G1) (LIMITED IN STRATUM)	301 302 311 312 310	302 301 312 311 309 and 311
7	EASEMENT FOR ACCESS VARIABLE WIDTH (G2) (LIMITED IN STRATUM)	301 303 305 308 310	303 301 308 310 and 311 308 and 311
8	EASEMENT FOR ACCESS VARIABLE WIDTH (G3) (LIMITED IN STRATUM)	304	Council of the City of Sydney
9	EASEMENT FOR ACCESS VARIABLE WIDTH (G4) (LIMITED IN STRATUM)	305 302	301 to 303 inclusive, 308 and 310 to 312 inclusive 305
10	EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (H) (LIMITED IN STRATUM)	305	301, 302 and 308 to 310 inclusive
11	EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (J) (LIMITED IN STRATUM)	305 311	302, 303 and 307 308, 310 and 312

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
12	EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (J1) (LIMITED IN STRATUM)	305	308 to 312 inclusive
13	EASEMENT TO ACCESS AND USE FACILITIES (K) (WHOLE OF LOT)	301	302, 303 and 305 to 312 inclusive
		302	301, 303 and 305 to 312 inclusive
		303	301, 302 and 305 to 312 inclusive
		305	301 to 303 inclusive and 306 to 312 inclusive
		306	301 to 303 inclusive, 305 and 307 to 312 inclusive
		307	301 to 303 inclusive, 305, 306 and 308 to 312 inclusive
		308	301 to 303 inclusive, 305 to 307 inclusive and 309 to 312 inclusive
		309	301 to 303 inclusive, 305 to 308 inclusive and 310 to 312 inclusive
		310	301 to 303 inclusive, 305 to 309 inclusive, 311 and 312

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
		311	301 to 303 inclusive, 305 to 310 inclusive and 312
		312	301 to 303 inclusive and 305 to 311 inclusive
14	EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (L) (LIMITED IN STRATUM)	301	302
		302	301
		303	301 and 302
		305	301
		311	312
15	EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM)	305	302 and 307
16	EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (M) (LIMITED IN STRATUM)	305	302
17	EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH (N) (LIMITED IN STRATUM)	301	302
18	EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (P) (LIMITED IN STRATUM)	305	301 to 303 inclusive and 308 to 312 inclusive
		302	301, 303 and 308 to 312 inclusive
19	EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH (R) (LIMITED IN STRATUM)	301	302
		311	312

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
20	EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH (S) (LIMITED STRATUM)	305 301 311	303 302 312
21	EASEMENT FOR ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM)	308 310 311	301 to 303 inclusive, 305 and 309 to 312 inclusive 301 to 303 inclusive, 305, 308, 309, 311 and 312 301 to 303 inclusive, 305, 308 to 310 inclusive and 312
22	EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (V) (LIMITED IN STRATUM)	301, ~~to~~ 303 inclusive, 305, 306, 308 to 311 inclusive, 314 (PUBLIC ROAD) and 4 and 5 in DP1142053	Part lot 2 in DP1142053 denoted "CTP" in the Plan
23	EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (V1) (LIMITED IN STRATUM)	301 303	302, 303, 305, 308, 310, 311 and 5 to 8 inclusive in DP1142053 301, 302, 305, 308, 310, 311 and 5 to 8 inclusive in DP1142053

LOTS BURDENED FOR ITEM 22 AMENDED VIDE AI293405 & 2014-42 17.1.2014

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
		305	301, 303, 308, 310, 311 and 5 to 8 inclusive in DP1142053
		308	301, 303, 305, 310, 311 and 5 to 8 inclusive in DP1142053
		310	301, 303, 305, 308, 311 and 5 to 8 inclusive in DP1142053
		311	301, 303, 305, 308, 310 and 5 to 8 inclusive in DP1142053
		314 (PUBLIC ROAD)	5 in DP1142053
		4 in DP1142053	5 in DP1142053
		309	301, 303, 305, 308, 310 to 312 inclusive and 6 to 8 inclusive in DP1142053
24	EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (T) (LIMITED IN STRATUM)	302, 305, 308 to 311 inclusive, 314 (PUBLIC ROAD) and 4 and 5 in DP1142053	307

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
25	EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (LIMITED IN STRATUM)	302, 305, 308, 310, 314 (PUBLIC ROAD) and 4 and 5 in DP1142053	307
26	EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (T2) (LIMITED IN STRATUM)	302, 305, 308 to 310 inclusive, 314 (PUBLIC ROAD) and 4 in DP1142053	5, 7 and 8 in DP1142053
		305	301 to 303 inclusive, 308 and 310 to 312 inclusive
		308	310 to 312 inclusive
		310	308, 311 and 312
27	EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (LIMITED IN STRATUM)	301 to 303 inclusive, 305, 306, 308 to 310 inclusive, 314 (PUBLIC ROAD) and 4 and 5 in DP1142053	307

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
28	EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (T4) (LIMITED IN STRATUM)	301 to 303 inclusive, 305 and 308 to 310 inclusive	5, 7 and 8 in DP1142053
		301	302, 303, 305, 308 and 310 to 312 inclusive
		302	305, 308 and 310 to 312 inclusive
		303	301, 302, 305, 308 and 310 to 312 inclusive
		305	301 to 303 inclusive, 308 and 310 to 312 inclusive
		308	310 to 312 inclusive
		310	308, 311 and 312
		314 (PUBLIC ROAD) and 4 in DP1142053	5 in DP1142053
29	EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (T5) (LIMITED IN STRATUM)	301 and 305	307
30	EASEMENT FOR SEWAGE MINING SERVICE VARIABLE WIDTH (T6) (LIMITED IN STRATUM)	303 and 305	307

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
31	EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE (Y) (LIMITED IN STRATUM)	303 and 305	Council of the City of Sydney
32	EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM)	303, 305, 308, 310 and 311 & *301 to 302	Council of the City of Sydney
33	RESTRICTION ON THE USE OF LAND	305 and 309	Council of the City of Sydney
34	POSITIVE COVENANT	301 to 303 inclusive and 305	Council of the City of Sydney
35	EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (E) (LIMITED IN STRATUM)	301 to 303 inclusive, 305 to 308 inclusive and 310 to 312 inclusive 301, 303 and 305 to 307 inclusive	304 315 (PUBLIC ROAD)
36	POSITIVE COVENANT	301 to 303 inclusive, 305 to 308 inclusive and 310 to 312 inclusive	Council of the City of Sydney

Council Authorised Person

* LOTS 301 TO 302 ADDED ON THE BURDENED LOT(S) OF PART 1 ITEM 32 SEE REQUEST AI47525 VIDE 2013-1360 14.10.2013

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
37	POSITIVE COVENANT	305	Council of the City of Sydney
38	EASEMENT TO USE AMENITIES VARIABLE WIDTH (D) (LIMITED IN STRATUM)	310	309
39	EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (Q) (LIMITED IN STRATUM)	301 to 303 inclusive, 308, 310 and 311 305	305 309
40	EASEMENT FOR OVERHANG 2.76 WIDE (W) (LIMITED IN STRATUM)	304	301, 302 and 305
41	EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE (AA) (LIMITED IN STRATUM)	315 (PUBLIC ROAD)	305
42	POSITIVE COVENANT	Part lot 2 in DP1142053 denoted "CTP" in the Plan	Council of the City of Sydney
43	POSITIVE COVENANT	307	Council of the City of Sydney
44	RESTRICTION ON THE USE OF LAND	301 to 303 inclusive, 308 and 310 to 312 inclusive	Council of the City of Sydney

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
45	POSITIVE COVENANT	301 to 303 inclusive, 308 and 310 to 312 inclusive	Council of the City of Sydney

PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement or profit à prendre to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR ACCESS VARIABLE WIDTH (1C) CREATED BY DP1142053	2 in DP1142053 301 to 303 inclusive and 305 to 312 inclusive, 313 (PUBLIC ROAD) and 315 (PUBLIC ROAD)	3 in DP1142053 2 in DP1142053
2	EASEMENT FOR ACCESS VARIABLE WIDTH (1D) CREATED BY DP1142053	313 (PUBLIC ROAD)	6 to 8 inclusive in DP1142053
3	EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (1E) CREATED BY DP1142053	313 (PUBLIC ROAD)	6 to 8 inclusive in DP1142053

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

Number of item shown in the intention panel on the Plan	Identity of easement or profit à prendre to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	EASEMENT FOR ACCESS VARIABLE WIDTH (1F) CREATED BY DP1142053	313 (PUBLIC ROAD) and 314 (PUBLIC ROAD)	4 and 5 in DP1142053
5	EASEMENT FOR SERVICES VARIABLE WIDTH (1G) CREATED BY DP1142053	2 in DP1142053 301 to 303 inclusive and 305 to 312 inclusive, 313 (PUBLIC ROAD) and 315 (PUBLIC ROAD)	3 in DP1142053 2 in DP1142053
6	EASEMENT FOR SERVICES VARIABLE WIDTH (1J) CREATED BY DP1142053	313 (PUBLIC ROAD)	6 to 8 inclusive in DP1142053
7	EASEMENT FOR SERVICES VARIABLE WIDTH (1L) CREATED BY DP1142053	313 (PUBLIC ROAD) and 314 (PUBLIC ROAD)	4 and 5 in DP1142053

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

PART 2 (Terms)

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

(a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Management Statement, or any Rules made under the Management Statement, to access or use the particular Facility; and

(b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants , lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the owner of the Benefited lot.

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation the Council.

Building means the building constructed within lots 301 to 303 and 305 to 312 in the Plan.

Car Share Parking Spaces means the car parking spaces on basement level B2 of the Building, identified as "CSH" in the Plan.

Car Share Scheme has the meaning given to it in the Management Statement.

Central Thermal Plant Lot Owner means:

(a) the registered proprietor of an estate in fee simple of the CTP Land (**Registered Proprietor**); and

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

(b) if the Registered Proprietor is not the same person as the Central Thermal Plant Operator, the person that is the Central Thermal Plant Operator.

Central Thermal Plant Operator means the person that operates the infrastructure, apparatus, plant and equipment located on the CTP Land and provides the CTP Services.

Committee means the building management committee constituted in accordance with the Management Statement.

Council means the Council of the City of Sydney.

CTP Infrastructure means all pipes, pits, tanks, connections, junctions, pumps, meters, valves, cables, wires, controllers and any other ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the provision of CTP Services from the CTP Land to heat exchangers in relevant plant rooms, but not including those heat exchangers.

CTP Land means the part of lot 2 in DP1142053 denoted "CTP" in the Plan.

CTP Services means:

(a) heated Recycled Water; and

(b) chilled Recycled Water.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Emergency Equipment includes fire extinguishers, fire hoses and any other available equipment designed for similar use.

Equipment means materials, tools, implements, machinery and vehicles.

Facility has the meaning given to it in the Management Statement.

Heritage Gate means the structure (known as the "No 1 Gate Portal") located on lot 304 in the Plan and identified in the Plan as being the subject of the Positive Covenant **numbered 37** in the Plan.

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Improvements means all improvements, structures and fixtures constructed, erected or installed at any time, including, any walls, support columns, slabs, foundations and footings.

Last Registration Date means the date on which the strata plan subdividing lot 312 in the Plan is registered.

Laws means:

(a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

Maintain includes:

(a) keep clean and tidy;

(b) maintain in good and serviceable condition;

(c) maintain in structurally sound condition;

(d) repair as necessary; and

(e) replace as necessary.

Management Statement means the strata management statement in force in respect of the Building.

Other Landscaped Areas means the landscaped areas in and around the Building which are identified in the Planting and Landscaping Management Plan as being subject to the management plan and any associated irrigation and drainage systems.

Planter Boxes means the planter boxes and their vegetative contents attached to the façade of the Building and any associated irrigation and drainage systems.

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Planting and Landscaping means:

(a) Planter Boxes;

(b) Vines;

(c) Vegetal Walls; and

(d) Other Landscaped Areas.

Planting and Landscaping Management Plan has the meaning given to it in the Management Statement..

Potable Water Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any other ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of potable water from the relevant Sydney Water main connection point up to and including relevant sub-meters in the Building.

Recycled Water means the water produced from the treatment of sewage.

Recycled Water Plant Lot Owner means:

(a) the registered proprietor of an estate in fee simple of the RWP Land (**Registered Proprietor**); and

(b) if the Registered Proprietor is not the same person as the Recycled Water Plant Operator, the person that is the Recycled Water Plant Operator.

Recycled Water Plant Operator means the person that operates the infrastructure, apparatus, plant and equipment located on the RWP Land and provides a service for the removal and treatment of sewage, the supply of Recycled Water or the supply of potable water, or all of these services.

Recycled Water Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of Recycled Water from the RWP Land up to and including relevant sub-meters, wherever located.

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Rules has the meaning given to it in the Management Statement.

RWP Land means lot 307 in the Plan.

Schedule of Facilities has the meaning given to it in the Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

(a) a specification of the relevant Works;

(b) a programme of the Works; and

(c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

(a) water supply;

(b) gas supply;

(c) electricity supply;

(d) air conditioning;

(e) a telephone service;

(f) a high speed internet service;

(g) a digital transmission service;

(h) a radio service;

(i) a television service;

(j) any service received and dispersed by a Special Receiving Facility;

(k) a system for the removal and passage of sewage;

(l) a system for the removal and passage of trade waste;

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(m) a system for the passage of water;

(n) a mechanical ventilation system;

(o) a fire safety or control system;

(p) hydraulic services;

(q) a security system;

(r) escalators;

(s) lifts;

(t) closed circuit television video and audio services; and

(u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

Sewage Mining Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the mining of sewage from the relevant sewer main and its passage to the RWP Land.

Sewage Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of sewage from relevant collection pits to the RWP Land.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

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Stormwater Collection Infrastructure means all tanks, pipes, fittings, connections, junctions, pits, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the collection of stormwater from retention tanks in the Building and its passage to the RWP Land.

Vegetal Walls means the series of hydroponic vegetal walls designed by Patrick Blanc, attached to the façade of the Building and any associated irrigation and drainage systems.

Vines means the climbing plants and the series of stainless steel cables connected to Planter Boxes along which the climbing plants grow.

Works includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

1.2 **References to certain terms**

In this instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

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(g) a reference to a corporation includes its successors and permitted assigns;

(h) a reference to a document is a reference to a document of any kind, including a plan;

(i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;

(j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(k) a reference to a time is to that time in Sydney;

(l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(m) a requirement to do any thing includes a requirement to cause that thing to be done;

(n) a word that is derived from a defined word has a corresponding meaning;

(o) the singular includes the plural and vice-versa;

(p) words importing one gender include all other genders; and

(q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

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1.3 **Complying with the Management Statement**

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

(a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument; and

(b) comply with the Management Statement, where applicable.

1.4 **Positive covenants and maintenance requirements**

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919 (NSW)* and is therefore intended to create a positive covenant under that section.

1.5 **Section 8AB of the Strata Schemes (Freehold Development) Act 1973**

If section 8AB of the *Strata Schemes (Freehold Development) Act 1973 (NSW)* operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 8AB are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

1.6 **Release and indemnity**

(a) This **clause 1.6** applies to each easement in this instrument, except the following easements:

(i) Easement for Access Variable Width (G3) (Limited in Stratum) **numbered 8** in the Plan;

(ii) Easement for Public Pedestrian Access 2.5 Wide (Y) (Limited in Stratum) **numbered 31** in the Plan;

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(iii) Easement for Access to and Use of Car Share Parking Spaces Variable Width (U) (Limited in Stratum) **numbered 32** in the Plan; and

(iv) Easement for Support of Road Variable Width (E) (Limited in Stratum) **numbered 35** in the Plan.

(b) The owner of a Benefited lot and Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:

(i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;

(ii) loss, damage, expense or liability in respect of any other property; and

(iii) loss, expense or liability in respect of personal injury, disease, illness or death.

(c) The relevant release and indemnity under **clause 1.6(b)** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

2 Terms of EASEMENT FOR SUPPORT AND SHELTER (A) (WHOLE OF LOT) numbered 1 in the Plan

2.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements

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on a Burdened lot which are capable of affording support to the Benefited lot (**Structural Improvements**);

(b) require that the Structural Improvements remain on a Burdened lot at all times;

(c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (**Sheltering Improvements**); and

(d) require that the Sheltering Improvements remain on a Burdened lot at all times.

2.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Structural Improvements and Sheltering Improvements will be Facilities which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Management Statement and the Schedule of Facilities.

2.3 For the purpose of the operation of section 8AA of the *Strata Schemes (Freehold Development) Act 1973 (NSW)*, if the terms of this easement and the terms referred to in section 8AA are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this instrument prevail.

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3 Terms of EASEMENT FOR SERVICES (B) (WHOLE OF LOT) numbered 2 in the Plan

3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot which, at the Last Registration Date, passes through, or is situated in, the Burdened lot;

(b) the ongoing use of any Service Equipment in a Burdened lot through which, at the Last Registration Date, a Service passes to or from the Benefited lot (**Relevant Service Equipment**);

(c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and

(d) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.

3.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) some of the Services and associated Relevant Service Equipment will be Facilities which will be Maintained by the Committee; and

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(ii) the costs associated with the Committee Maintaining such Services and associated Relevant Service Equipment as Facilities will be allocated under the Management Statement and the Schedule of Facilities.

3.3 The owner of a Benefited lot must Maintain:

(a) Relevant Service Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and

(b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 3.3**.

3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment which:

(a) is a Facility; and

(b) if, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Relevant Service Equipment,

so that it is fit to be used for its intended purpose.

3.5 Subject to **clauses 3.6** and **3.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

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(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

3.6 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(a)** to **3.5(d)** where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

3.7 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(c)** and **3.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;

(b) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(c) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

3.8 The owner of a Burdened lot may only withhold consent under **clause 3.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

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will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

3.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

3.10 If the owner of a Benefited lot fails to comply with its obligations under **clause 3.3(a)** in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

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3.11 If the owner of a Benefited lot fails to comply with a notice given under **clause 3.10** within a reasonable time after its service, having regard to the type of work or act required:

(a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and

(b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this **clause 3.11**.

3.12 In addition to its rights under **clauses 3.10** and **3.11** if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

3.13 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

4 Terms of EASEMENT TO USE FIRE STAIRS, PASSAGES AND EMERGENCY EQUIPMENT (C) (WHOLE OF LOT) numbered 3 in the Plan

4.1 The owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:

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(a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (**Easement Site**), in order to exit the Benefited lot; and

(b) use any Emergency Equipment located on a Burdened lot.

4.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) only use the Easement Site and Emergency Equipment for their intended purposes;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable directions of the Committee or any person authorised by the Committee.

4.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

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5 Terms of EASEMENT FOR ACCESS VARIABLE WIDTH (G3) (LIMITED IN STRATUM) numbered 8 in the Plan

5.1 Members of the public have the right, consistent with the rights of other persons having the same or similar rights, to go, pass and repass across the site of this easement (**Easement Site**) for all purposes with or without animals or vehicles or both.

5.2 When exercising rights under this easement, members of the public must cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site.

6 Terms of EASEMENT FOR ACCESS VARIABLE WIDTH (G) (LIMITED IN STRATUM), EASEMENT FOR ACCESS VARIABLE WIDTH (G1) (LIMITED IN STRATUM), EASEMENT FOR ACCESS VARIABLE WIDTH (G2) (LIMITED IN STRATUM) and EASEMENT FOR ACCESS VARIABLE WIDTH (G4) (LIMITED IN STRATUM) numbered 5, 6, 7 and 9 in the Plan

6.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Benefited lot.

6.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

(c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;

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(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

6.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

6.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

6.5 Subject to **clauses 6.6** and **6.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

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(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

6.6 The owner of a Benefited lot is not obliged to comply with **clauses 6.5(a)** to **6.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

6.7 The owner of a Benefited lot is not obliged to comply with **clauses 6.5(c)** and **6.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

6.8 The owner of the Burdened lot may only withhold consent under **clause 6.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

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6.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

6.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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7 Terms of EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (H) (LIMITED IN STRATUM), EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (J) (LIMITED IN STRATUM), EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH (J1) (LIMITED IN STRATUM), numbered 10, 11 and 12 in the Plan

7.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:

(a) to use the loading dock and associated facilities on the site of this easement (**Loading Dock**) for the parking of vehicles in connection with the loading and unloading of those vehicles; and

(b) for those vehicles to enter and pass across that part of a Burdened lot which provides access to and egress from the Loading Dock.

7.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Loading Dock;

(b) take all reasonable precautions so that no damage is caused to the Loading Dock or any other part of a Burdened lot;

(c) leave the Loading Dock and any areas surrounding it clean and tidy after use;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

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7.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Loading Dock will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Loading Dock as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

7.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Loading Dock, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Loading Dock so that it is fit to be used for its intended purpose.

7.5 Subject to **clauses 7.6** and **7.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

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7.6 The owner of a Benefited lot is not obliged to comply with **clauses 7.5(a)** to **7.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

7.7 The owner of a Benefited lot is not obliged to comply with **clauses 7.5(c)** and **7.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

7.8 The owner of the Burdened lot may only withhold consent under **clause 7.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

7.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

7.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

8 Terms of EASEMENT TO ACCESS AND USE FACILITIES (K) (WHOLE OF LOT) numbered 13 in the Plan

8.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use any Facilities on a Burdened lot that they are entitled to use under the Management Statement and the Schedule of Facilities, subject to the terms of the Management Statement.

8.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the relevant Facilities;

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(b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable direction of the Committee or any person authorised by the Committee.

8.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) the costs associated with Maintaining Facilities Maintained by the Committee will be allocated under the Management Statement and the Schedule of Facilities.

8.4 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.

9 Terms of EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (L) (LIMITED IN STRATUM), EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM) and EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (P) (LIMITED IN STRATUM) numbered 14, 15 and 18 in the Plan

9.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the lifts located on the site of this easement (**Lifts**) to go to or from the Benefited lot.

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9.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Lifts;

(b) take all reasonable precautions so that no damage is caused to the Lifts or any other part of the Burdened lot;

(c) leave the Lifts clean and tidy after use;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

9.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Lifts will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Lifts as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

9.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Lifts, the owner of the Benefited lot has the right, but not the obligation, to carry out Works

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and do anything else it considers reasonably necessary in relation to the Lifts so that they are fit to be used for their intended purpose.

9.5 Subject to **clauses 9.6** and **9.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

9.6 The owner of a Benefited lot is not obliged to comply with **clauses 9.5(a)** to **9.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

9.7 The owner of a Benefited lot is not obliged to comply with **clauses 9.5(c)** and **9.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

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9.8 The owner of a Burdened lot may only withhold consent under **clause 9.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

9.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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9.10 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

10 Terms of EASEMENT TO ACCESS AND USE GOODS LIFT VARIABLE WIDTH (M) (LIMITED IN STRATUM) numbered 16 in the Plan

10.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the goods lift located on the site of this easement (**Goods Lift**) to transport goods and materials to or from the Benefited lot.

10.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Goods Lift;

(b) take all reasonable precautions so that no damage is caused to the Goods Lift or any other part of the Burdened lot;

(c) leave the Goods Lift clean and tidy after use;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

10.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

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(b) it is intended that:

(i) the Goods Lift will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Goods Lift as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

10.4 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Goods Lift, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Goods Lift so that it is fit to be used for its intended purpose.

10.5 Subject to **clauses 10.6** and **10.7**, before carrying out Works under this easement on a Burdened lot, the owner of the Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

10.6 The owner of the Benefited lot is not obliged to comply with **clauses 10.5(a)** to **10.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

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10.7 The owner of the Benefited lot is not obliged to comply with **clauses 10.5(c)** and **10.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

10.8 The owner of the Burdened lot may only withhold consent under **clause 10.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

10.9 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

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(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

10.10 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

11 Terms of EASEMENT FOR LOBBY ACCESS VARIABLE WIDTH (N) (LIMITED IN STRATUM) numbered 17 in the Plan

11.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids to go to or from the Benefited lot.

11.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot;

(c) comply with the Management Statement and any applicable Rules; and

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(d) comply with any reasonable directions of the Committee or any person authorised by the Committee.

11.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

12 Terms of EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH (R) (LIMITED IN STRATUM) numbered 19 in the Plan

12.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the garbage room located on the site of this easement (**Garbage Room**).

12.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Garbage Room;

(b) only dispose of waste in the waste receptacles in the Garbage Room;

(c) only use the Garbage Room for its intended purpose so as not to cause or permit any hazards or nuisances;

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(d) take all reasonable precautions so that no damage is caused to the Garbage Room or any other part of the Burdened lot;

(e) take all reasonable steps to keep the Garbage Room clean and tidy, free of vermin and minimise the emission of unpleasant odours;

(f) comply with all Laws and the requirements of all Authorities regarding the disposal of waste;

(g) comply with the Management Statement and any applicable Rules; and

(h) comply with any reasonable direction of the Committee or any person authorised by the Committee.

12.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Garbage Room will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Garbage Room as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

12.4 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Garbage Room, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Garbage Room so that it is fit to be used for its intended purpose.

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12.5 Subject to **clauses 12.6** and **12.7**, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

12.6 The owner of the Benefited lot is not obliged to comply with **clauses 12.5(a)** to **12.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

12.7 The owner of the Benefited lot is not obliged to comply with **clauses 12.5(c)** and **12.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

12.8 The owner of the Burdened lot may only withhold consent under **clause 12.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

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(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

12.9 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

12.10 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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13 Terms of EASEMENT TO USE RECYCLE RE-USE ROOM VARIABLE WIDTH (S) (LIMITED IN STRATUM) numbered 20 in the Plan

13.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the recycle re-use room located on the site of this easement (**Recycle Re-use Room**).

13.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Recycle Re-use Room;

(b) only dispose of recyclable and reusable items and materials in the receptacles in the Recycle Re-use Room;

(c) only use the Recycle Re-use Room for its intended purpose so as not to cause or permit any hazards or nuisances;

(d) take all reasonable precautions so that no damage is caused to the Recycle Re-use Room or any other part of the Burdened lot;

(e) take all reasonable steps to keep the Recycle Re-use Room clean and tidy and free of vermin;

(f) comply with all Laws and the requirements of all Authorities regarding the disposal of recyclable and reusable items and materials;

(g) comply with the Management Statement and any applicable Rules; and

(h) comply with any reasonable direction of the Committee or any person authorised by the Committee.

13.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Recycle Re-use Room will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Recycle Re-use Room as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

13.4 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Recycle Re-use Room, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Recycle Re-use Room so that it is fit to be used for its intended purpose.

13.5 Subject to **clauses 13.6** and **13.7**, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

13.6 The owner of the Benefited lot is not obliged to comply with **clauses 13.5(a)** to **13.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

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13.7 The owner of the Benefited lot is not obliged to comply with **clauses 13.5(c)** and **13.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

13.8 The owner of the Burdened lot may only withhold consent under **clause 13.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

13.9 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

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(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

13.10 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

14 Terms of EASEMENT FOR ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM) numbered 21 in the Plan

14.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Benefited lot.

14.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

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(c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

14.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Easement Site will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

14.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

14.5 Subject to **clauses 14.6** and **14.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

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(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

14.6 The owner of a Benefited lot is not obliged to comply with **clauses 14.5(a)** to **14.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

14.7 The owner of a Benefited lot is not obliged to comply with **clauses 14.5(c)** and **14.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

14.8 The owner of the Burdened lot may only withhold consent under **clause 14.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

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will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

14.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

14.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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15 Terms of EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (V) (LIMITED IN STRATUM) numbered 22 in the Plan

15.1 The Central Thermal Plant Lot Owner has the right to:

(a) install and have CTP Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the CTP Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the CTP Infrastructure in a Burdened lot for its intended purpose;

(d) the uninterrupted passage of CTP Services, in any quantities, through any CTP Infrastructure in a Burdened lot within the Easement Site;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the CTP Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to CTP Infrastructure in the lot.

15.2 Subject to **clause 15.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Central Thermal Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

15.3 The Central Thermal Plant Lot Owner is not obliged to comply with **clause 15.2** where, in the opinion of the Central Thermal Plant Lot Owner, reasonably held, there is an Emergency.

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15.4 The Central Thermal Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

15.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Central Thermal Plant Lot Owner has not exercised its rights under **clause 15.1(e)** to carry out Works in relation to the CTP Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

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16 Terms of EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (V1) (LIMITED IN STRATUM) numbered 23 in Plan

The owner of each Benefited lot has the right to the uninterrupted passage of CTP services, in any quantities, to the Benefited lot through any CTP Infrastructure in a Burdened lot within the site of this easement.

17 Terms of EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (T) (LIMITED IN STRATUM) numbered 24 in the Plan

17.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Stormwater Collection Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Stormwater Collection Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) collect and remove stormwater that is available (**Collected Stormwater**), in any quantities, from any retention tank in a Burdened lot within the Easement Site;

(d) the uninterrupted passage of Collected Stormwater, in any quantities, to the Benefited lot through any Stormwater Collection Infrastructure in a Burdened lot within the Easement Site;

(e) use the Stormwater Collection Infrastructure in a Burdened lot for its intended purpose;

(f) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Stormwater Collection Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(g) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything

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else it is permitted or required to do under this easement in relation to Stormwater Collection Infrastructure in the lot.

17.2 Subject to **clause 17.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

17.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 17.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

17.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as

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reasonably practicable to its condition before the carrying out of the Works.

17.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 17.1(f)** to carry out Works in relation to the Stormwater Collection Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

18 Terms of EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T1) (LIMITED IN STRATUM) numbered 25 in the Plan

18.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Sewage Reticulation Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Sewage Reticulation Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the Sewage Reticulation Infrastructure in a Burdened lot for its intended purpose;

(d) the uninterrupted passage of sewage, in any quantities, through any Sewage Reticulation Infrastructure in a Burdened lot within the Easement Site;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Sewage Reticulation Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

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Council Authorised Person

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(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Sewage Reticulation Infrastructure in the lot.

18.2 Subject to **clause 18.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

18.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 18.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

18.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

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(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

18.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 18.1(e)** to carry out Works in relation to the Sewage Reticulation Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

19 Terms of EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (T2) (LIMITED IN STRATUM) numbered 26 in the Plan

The owner of each Benefited lot has the right to the uninterrupted passage of Sewage, in any quantities, from the Benefited lot through any Sewage Reticulation Infrastructure in a Burdened lot within the site of this easement.

20 Terms of EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (T3) (LIMITED IN STRATUM) numbered 27 in the Plan

20.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Recycled Water Reticulation Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Recycled Water Reticulation Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the Recycled Water Reticulation Infrastructure in a Burdened lot for its intended purpose;

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(d) the uninterrupted passage of Recycled Water, in any quantities, through any Recycled Water Reticulation Infrastructure in a Burdened lot within the Easement Site;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Recycled Water Reticulation Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Recycled Water Reticulation Infrastructure in the lot.

20.2 Subject to **clause 20.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

20.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 20.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

20.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

20.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 20.1(e)** to carry out Works in relation to the Recycled Water Reticulation Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

21 Terms of EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (T4) (LIMITED IN STRATUM) numbered 28 in the Plan

The owner of each Benefited lot has the right to the uninterrupted passage of Recycled Water, in any quantities, to the Benefited lot through any Recycled Water Reticulation Infrastructure in a Burdened lot within the site of this easement.

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22 Terms of EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (T5) (LIMITED IN STRATUM) numbered 29 in the Plan

22.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Potable Water Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Potable Water Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) the uninterrupted passage of potable water, in any quantities, through any Potable Water Infrastructure in a Burdened lot within the Easement Site;

(d) use the Potable Water Infrastructure in a Burdened lot for its intended purpose;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Potable Water Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Potable Water Infrastructure in the lot.

22.2 Subject to **clause 22.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

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22.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 22.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

22.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

22.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 22.1(e)** to carry out Works in relation to the Potable Water Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

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23 Terms of EASEMENT FOR SEWAGE MINING SERVICE VARIABLE WIDTH (T6) (LIMITED IN STRATUM) numbered 30 in the Plan

23.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Sewage Mining Infrastructure remain in a Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Sewage Mining Infrastructure in a Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) the uninterrupted passage of sewage, in any quantities, through any Sewage Mining Infrastructure in a Burdened lot within the Easement Site;

(d) use the Sewage Mining Infrastructure in a Burdened lot for its intended purpose;

(e) carry out Works and do anything else it considers reasonably necessary or desirable in relation to the Sewage Mining Infrastructure in a Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Sewage Mining Infrastructure in the lot.

23.2 Subject to **clause 23.3**, before entering a Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

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23.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 23.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

23.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

23.5 If, in the opinion of the owner of a Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 23.1(e)** to carry out Works in relation to the Sewage Mining Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

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24 Terms of EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE (Y) (LIMITED IN STRATUM) numbered 31 in the Plan

24.1 Members of the public have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) at all times on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles.

24.2 Members of the public may pass across the Easement Site with or without domestic animals.

24.3 When exercising rights under this easement, members of the public must cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site.

24.4 The owner of each Burdened lot indemnifies the Council in respect of any claims for loss, damage or injury made against the Council with respect to the use of the Easement Site.

24.5 The owner of each Burdened lot must at its sole expense keep and maintain the Easement Site in a clean condition, free from litter, rubbish and debris, in good repair so that it functions in a safe manner and for its intended purpose, and adequately lit, all to the satisfaction of the Council.

25 Terms of EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (U) (LIMITED IN STRATUM) numbered 32 in the Plan

25.1 The operator of, and members of the public participating in, the Car Share Scheme (**Car Share Users**) have the right, consistent with the rights of other persons having the same or similar rights, to:

(a) pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Car Share Parking Spaces; and

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(b) park motor vehicles used as part of the operation of the Car Share Scheme in the Car Share Parking Spaces.

25.2 When exercising rights under this easement, the Car Share Users must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

(c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of the Building, other than within a Car Share Parking Space; and

(d) comply with any reasonable direction of the Committee or any person authorised by the Committee.

26 Terms of RESTRICTION ON THE USE OF LAND numbered 33 in the Plan

A car parking space within, or forming part of, a Burdened lot must not be used other than by an owner or occupier of a part of the Burdened lot or the owner or occupier of a part of the other Burdened lot.

27 Terms of POSITIVE COVENANT numbered 34 in the Plan

The owners of the Burdened lots must ensure that any Planting and Landscaping in the Burdened lots remains and is managed and maintained in accordance with the Planting and Landscaping Management Plan.

28 Terms of EASEMENT FOR SUPPORT OF ROAD VARIABLE WIDTH (E) (LIMITED IN STRATUM) numbered 35 in the Plan

The owner of the Benefited lot has the right to have Improvements within the Benefited lot which require support, supported by Improvements on a Burdened lot which are capable of affording support (**Structural Improvements**).

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29 Terms of POSITIVE COVENANT numbered 36 in the Plan

29.1 The owner of each Burdened lot must ensure that the Structural Improvements referred to in **clause 28** of this instrument are regularly inspected and, at all times, Maintained.

29.2 Council and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities; and

(b) it is intended that the Structural Improvements will be a Facility which will be Maintained by the Committee.

29.3 If the Committee fails to comply with its obligations under the Management Statement in relation to the Structural Improvements in a Burdened lot, the owner of the Burdened lot must:

(a) Maintain the Structural Improvements in its lot to ensure that they continue to afford support to the Improvements in the Benefited lot which require support; and

(b) carry out Works to the Structural Improvements in the Burdened lot, as and when required, to ensure compliance with this **clause 29.3**.

29.4 If the owner of a Burdened lot does not ensure the Maintenance of Structural Improvements as required under **clause 29.1** in relation to the Burdened lot, the Council, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:

(a) carry out Works on the Burdened lot to ensure that support is maintained to the Benefited lot; and

(b) enter the Burdened lot with or without Equipment and remain there for any reasonable period of time for that purpose.

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29.5 In exercising its rights under this public positive covenant the Council must:

(a) ensure that all Works are done properly;

(b) cause as little interference as reasonably practicable to the owner of a Burdened lot or to any occupier of a Burdened lot;

(c) cause as little damage as is reasonably practicable to a Burdened lot; and

(d) if any damage is caused to the Burdened lot, restore the Burdened lot as nearly as reasonably practicable to the condition it was in before the damage occurred.

29.6 Except in the case of an Emergency, the Council must:

(a) give the owner of a Burdened lot, or its nominee, reasonable notice of its intention to enter the Burdened lot;

(b) only enter the Burdened lot during times reasonably agreed by the owner of the Burdened lot; and

(c) comply with the reasonable directions of the owner of a Burdened lot or the Committee.

29.7 The owner of each Burdened lot releases and indemnifies the Council from and against all damage, expense, loss or liability of any nature suffered or incurred by the Council that is caused by the Structured Improvements malfunctioning or not working or by reason of the Council carrying out any Works contemplated under **clause 29.2** including:

(a) all reasonable costs incurred by the Council under **clause 29.2**;

(b) loss or damage to the property of the Council;

(c) damage, expense, loss or liability in respect of any other property; and

(d) expense, loss or liability in respect of personal injury, disease, illness or death.

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29.8 The owner of each Burdened lot acknowledge that the Council has the rights granted under section 88F of the *Conveyancing Act 1919 (NSW)* in connection with this positive covenant.

30 Terms of POSITIVE COVENANT numbered 37 in the Plan

The owner of the Burdened lot must:

(a) ensure that the Heritage Gate is at all times maintained, repaired, cleaned and upkept to the satisfaction of Council, acting reasonably; and

(b) at its cost carry out Works and do anything else reasonably necessary in relation to the Heritage Gate, as and when required, to ensure compliance with this **clause 30**.

31 Terms of EASEMENT TO USE AMENITIES VARIABLE WIDTH (D) (LIMITED IN STRATUM) numbered 38 in the Plan

31.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the toilet amenities located on the site of this easement (**Amenities**).

31.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Amenities;

(b) only use the Amenities for their intended purpose so as not to cause or permit any hazards or nuisances;

(c) take all reasonable precautions so that no damage is caused to the Amenities or any other part of the Burdened lot;

(d) leave the Amenities clean and tidy after use;

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(e) comply with the Management Statement and any applicable Rules; and

(f) comply with any reasonable direction of the Committee or any person authorised by the Committee.

31.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Amenities will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Amenities as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

31.4 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Amenities, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Amenities so that they are fit to be used for their intended purpose.

31.5 Subject to **clauses 31.6** and **31.7**, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

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(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

31.6 The owner of the Benefited lot is not obliged to comply with **clauses 31.5(a)** to **31.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

31.7 The owner of the Benefited lot is not obliged to comply with **clauses 31.5(c)** and **31.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

31.8 The owner of the Burdened lot may only withhold consent under **clause 31.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

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31.9 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

31.10 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

.....

Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

32 Terms of EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (Q) (LIMITED IN STRATUM) numbered 39 in the Plan

32.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) carry out Works to install in a Burdened lot, but only within the site of this easement (**Easement Site**):

(i) additional Service Equipment associated with a Service to or from the Benefited lot which existed at the date of registration of this instrument (**Additional Service Equipment**); and

(ii) Service Equipment associated with a Service to or from the Benefited lot which did not exist at the date of registration of this instrument (**Future Service Equipment**);

(b) the uninterrupted passage through the Easement Site of any Service to or from the Benefited lot which passes through Additional Service Equipment or Future Service Equipment;

(c) the ongoing use of any Additional Service Equipment and Future Service Equipment (**Relevant Service Equipment**);

(d) have Relevant Service Equipment remain in the Easement Site and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and

(e) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.

32.2 The owner of a Benefited lot must Maintain:

(a) Relevant Service Equipment so that it is not, or not likely to become, a hazard or a nuisance; and

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

(b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 32.2**.

32.3 Subject to **clause 32.4**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works.

32.4 The owner of a Benefited lot is not obliged to comply with **clause 32.3** where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

32.5 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any other Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

.....
Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

32.6 If the owner of a Benefited lot fails to comply with its obligations under this easement in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

32.7 If the owner of a Benefited lot fails to comply with a notice given under **clause 32.6** within a reasonable time after its service, having regard to the type of work or act required:

(a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and

(b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this **clause 32.7**.

33 TERMS OF EASEMENT FOR OVERHANG 2.76 WIDE (W) (LIMITED IN STRATUM) NUMBERED 40 IN THE PLAN

An Easement for overhang in the terms set out in Part 10 of Schedule 8 of the *Conveyancing Act 1919 (NSW)*.

34 Terms of EASEMENT TO PERMIT PILE WALL TO REMAIN 1 WIDE (AA) (LIMITED IN STRATUM) numbered 41 in the Plan

The owner of the Benefited lot has the right to have the parts of the pile wall structure, including any services attached to it, on the Benefited lot which, at the date this easement was created, encroached on the Burdened lot remain, but only to the extent that they are within the site of this easement.

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

35 Terms of EASEMENT TO ACCESS AND USE SERVICE VEHICLE BAYS VARIABLE WIDTH (H1) (LIMITED IN STRATUM) numbered 4 in the Plan

35.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:

(a) to use the service vehicles bays on the site of this easement (**Service Vehicle Bays**) for the parking of service vehicles and, where applicable, the loading and unloading of those vehicles; and

(b) for those vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Service Vehicle Bays.

35.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Service Vehicle Bays;

(b) take all reasonable precautions so that no damage is caused to the Service Vehicle Bays or any other part of the Burdened lot;

(c) leave the Service Vehicle Bays and any areas surrounding them clean and tidy after use;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

35.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

.....
Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

(b) it is intended that:

(i) the Service Vehicle Bays will be a Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Service Vehicle Bays as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

35.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Service Vehicle Bays, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Service Vehicle Bays so that they are fit to be used for their intended purpose.

35.5 Subject to **clauses 35.6** and **35.7**, before carrying out Works under this easement on the Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

35.6 The owner of a Benefited lot is not obliged to comply with **clauses 35.5(a)** to **35.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

35.7 The owner of a Benefited lot is not obliged to comply with **clauses 35.5(c)** and **35.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

35.8 The owner of the Burdened lot may only withhold consent under **clause 35.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

35.9 The owner of a Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

.....

Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

35.10 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

36 Terms of POSITIVE COVENANT numbered 42 in the Plan

36.1 This positive covenant applies to the CTP Infrastructure installed within a public road in accordance with the EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (V) (LIMITED IN STRATUM) numbered 22 in the Plan (**Relevant CTP Infrastructure**).

36.2 If the Central Thermal Plant Lot Owner becomes aware that the Relevant CTP Infrastructure is, or is likely to become, a hazard or a nuisance, it must undertake Works to rectify the Relevant CTP Infrastructure.

36.3 The Central Thermal Plant Lot Owner acknowledges that the Council has the rights granted under section 88F of the *Conveyancing Act 1919 (NSW)* in connection with this positive covenant.

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Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

37 Terms of POSITIVE COVENANT numbered 43 in the Plan

37.1 This positive covenant applies to the Stormwater Collection Infrastructure, Sewage Reticulation Infrastructure and Recycled Water Reticulation Infrastructure installed within a public road in accordance with the easements numbered 24, 25 and 27 in the Plan (**Relevant Infrastructure**).

37.2 If the Recycled Water Plant Lot Owner becomes aware that the Relevant Infrastructure is, or is likely to become, a hazard or a nuisance, it must undertake Works to rectify the Relevant Infrastructure.

37.3 The Recycled Water Plant Lot Owner acknowledges that the Council has the rights granted under section 88F of the *Conveyancing Act 1919 (NSW)* in connection with this positive covenant.

38 Terms of RESTRICTION ON THE USE OF LAND numbered 44 in the PLAN

The Car Share Parking Spaces must not be used for any purpose other than for the parking of vehicles associated with the operation of the Car Share Scheme.

39 Terms of POSITIVE COVENANT numbered 45 in the Plan

39.1 The owners of the Burdened lots must:

(a) operate, or procure the operation of, the Car Share Scheme (utilising the Car Share Parking Spaces), for no fee receivable by the owners of the Burdened lots including for the provision of access cards, keys and the like and to the reasonable satisfaction of Council;

(b) ensure that:

(i) all persons operating, or participating in, the Car Share Scheme; and

.....
Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

(ii) all vehicles used in the operation of the Car Share Scheme,

have access, at all times and for no fee receivable by the owners of the Burdened lots, to and from the Car Share Parking Spaces; and

(c) ensure that any public liability insurance policy effected for the Building provides cover in connection with the operation of the Car Share Scheme.

39.2 The owners of the Burdened lots must use reasonable endeavours to:

(a) procure the promotion of awareness of the Car Share Scheme among residents in the Building; and

(b) encourage the participation of residents in the Building in the Car Share Scheme.

40 NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS NUMBERED 8, 31, 32 AND 35 IN THE PLAN, THE RESTRICTIONS ON THE USE OF LAND NUMBERED 33 AND 44 IN THE PLAN AND THE POSITIVE COVENANTS NUMBERED 34, 36, 37, 42, 43 AND 45 IN THE PLAN:

Council of the City of Sydney

.....
Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

EXECUTED by **FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355)** in accordance with section 127 of the Corporations Act:)

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of Director~~ector~~/Secretary

Jerry Lee

Name of Di~~rector~~/Secretary (block letters)

EXECUTED by **FRASERS CENTRAL PARK EQUITY NO 1 PTY LTD (ACN 151 467 257)** in accordance with section 127 of the Corporations Act:)

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of ~~Director~~/Secretary

~~Guy Pahor~~ Jerry Lee

Name of ~~Director~~/Secretary (block letters)

Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

EXECUTED by **SH CENTRAL PARK DEVELOPMENT EAST PTY LIMITED (ACN 151 054 198)** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

Toru Abe
Name of Director (block letters)

.....
Signature of ~~Director~~/~~Secretary~~

Atsuhide Seguchi
Name of ~~Director~~/~~Secretary~~ (block letters)

SIGNED SEALED AND DELIVERED by **Anastasia Kalogiannis** as attorney for **ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493)** under registered power of attorney Book 4646 No. 191 dated 08 March 2013 in the presence of:

.....
Signature of witness

Armin Hosseinipour
Name of witness (block letters)

88 PHILLIP STREET, SYDNEY NSW 2000
Address of witness (block letters)

.....

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

.....
Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

EXECUTED by **FRASERS BROADWAY PTY LIMITED (ACN 122 575 286)** in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of Director/Secretary

Jerry Lee

Name of Director/Secretary (block letters)

EXECUTED by **FRASERS CENTRAL PARK LAND NO 2 PTY LTD (ACN 151 467 800)** in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of ~~Director~~/Secretary

Jerry Lee

Name of ~~Director~~/Secretary (block letters)

Council Authorised Person

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Plan: DP1181334

Plan of subdivision of lot 3 in DP1142053, easements within lots 4 and 5 in DP1142053 and release of easements within lot 2 in DP1142053 covered by Subdivision Certificate No. 19 2013

EXECUTED by **FRASERS CENTRAL PARK EQUITY NO 2 PTY LTD (ACN 151 467 695)** in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor

Name of Director (block letters)

Signature of ~~Director~~/Secretary

Jerry Lee

Name of ~~Director~~/Secretary (block letters)

EXECUTED by **SH CENTRAL PARK DEVELOPMENT WEST PTY LIMITED (ACN 151 054 232)** in accordance with section 127 of the Corporations Act:

Signature of Director

Tom Abe

Name of Director (block letters)

Signature of Director/~~Secretary~~

Atsuhide Segudwi

Name of Director/~~Secretary~~ (block letters)

Council Authorised Person

REGISTERED 21.5.2013

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System Document Identification

Form Number: 05DM-e
Template Number: dm_nsw24
ELN Document ID: 1809988923

DISCHARGE OF MORTGAGE

Land Registry Document Identification

AT2

New South Wales
Real Property Act 1900

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

LODGED BY:

Responsible Subscriber: ST GEORGE BANK ABN 33007457141
Address: L 3, 4 Montgomery ST
Kogarah 2217
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ELNO Subscriber Number: 1079
Customer Account Number: 500060R
Document Collection Box: 1W
Client Reference: px3182662shos

LAND TITLE REFERENCE
9/SP8779

MORTGAGE DISCHARGED
AQ776869

MORTGAGEE
COMMONWEALTH BANK OF AUSTRALIA ACN 123123124 Australian credit licence 234945
Registered company

The Mortgagee discharges the above Mortgage so far as it affects the land specified in this Instrument.

SIGNING
Signing Party Role: Relinquishing

I certify that:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.

2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Party Represented by Subscriber:

COMMONWEALTH BANK OF AUSTRALIA

Signed By: Asli Arslan
Signer Capacity: Employee Certifier
ELNO Signer Number: 5514377
Digital Signing Certificate Number:

Signed for Subscriber: COMMONWEALTH BANK OF AUSTRALIA ABN 48123123124

COMMONWEALTH BANK OF AUSTRALIA
CBA - COMMONWEALTH BANK OF AUSTRALIA

Subscriber Capacity: Subscriber Representing Self
ELNO Subscriber Number: 563
Customer Account Number: 500000
Date: 06/04/2023

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

ePlan

Plan: SP88565

Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

Full name and address of the owner of the land:

Frasers Central Park Land No 1 Pty Ltd
(ACN 151 467 355)
Suite 11, Lumiere Commercial
Level 12, 101 Bathurst Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RESTRICTION ON THE USE OF LAND	5 to 155 inclusive	The Council of the City of Sydney
2	RESTRICTION ON THE USE OF LAND	1 to 173 inclusive	The Council of the City of Sydney
3	EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (AT) (LIMITED IN STRATUM)	Common Property	307 in DP1181334
4	EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (AT1) (LIMITED IN STRATUM)	Common Property	307 in DP1181334

Council Authorised Person

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

Plan: SP88565

Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (AT2) (LIMITED IN STRATUM)	Common Property	5 in DP1142053

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Council Authorised Person

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Plan: SP88565

Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation the Council.

Building means the building constructed within lots 301 to 303 and 305 to 312 in DP1181334.

Council means the Council of the City of Sydney.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Equipment means materials, tools, implements, machinery and vehicles.

Laws means:

(a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

LEP means the Sydney Local Environmental Plan 2005.

Recycled Water means water produced from the treatment of sewage.

Recycled Water Plant Lot Owner means:

(a) the registered proprietor of an estate in fee simple of the RWP Land (**Registered Proprietor**); and

(b) if the Registered Proprietor is not the same person as the Recycled Water Plant Operator, the person that is the Recycled Water Plant Operator.

.....
Council Authorised Person

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Plan: SP88565

Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

Recycled Water Plant Operator means the person that operates the infrastructure, apparatus, plant and equipment located on the RWP Land and provides a service for the removal and treatment of sewage, the supply of Recycled Water or the supply of potable water, or all of these services.

RWP Land means lot 307 in DP1181334.

Schedule of Works means, in relation to any Works, a document containing:

(a) a specification of the relevant Works;

(b) a programme of the Works; and

(c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

(a) water supply;

(b) gas supply;

(c) electricity supply;

(d) air conditioning;

(e) a telephone service;

(f) a high speed internet service;

(g) a digital transmission service;

(h) a radio service;

(i) a television service;

(j) any service received and dispersed by a Special Receiving Facility;

(k) a system for the removal and passage of sewage;

(l) a system for the removal and passage of trade waste;

.....
Council Authorised Person

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Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

(m) a system for the passage of water;

(n) a mechanical ventilation system;

(o) a fire safety or control system;

(p) hydraulic services;

(q) a security system;

(r) escalators;

(s) lifts;

(t) closed circuit television video and audio services; and

(u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

Sewage Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of sewage from relevant collection pits to the RWP Land.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Stormwater Infrastructure means all tanks, pipes, fittings, connections, junctions, pits, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of stormwater to the RWP Land.

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Strata Scheme means the strata scheme created on registration of the strata plan with which this instrument is registered.

Works includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

In this Instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) **maintain** includes keep clean and tidy;

(e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

(h) a reference to a corporation includes its successors and permitted assigns;

(i) a reference to a document is a reference to a document of any kind, including a plan;

(j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;

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Council Authorised Person

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(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa; and

(q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

1 Terms of RESTRICTION ON THE USE OF LAND numbered 1 in the Plan

A residential apartment forming part of a Burdened lot must only be used as permanent *"residential accommodation"* (as that term is defined in the LEP) and not for the purpose of short term accommodation such as a hotel, motel, serviced apartment, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the LEP.

2 Terms of RESTRICTION ON THE USE OF LAND numbered 2 in the Plan

2.1 A car parking space within, or forming part of, a Burdened lot must not be used other than by a proprietor or occupier of a part of the Strata Scheme or a proprietor or occupier of a part of the strata schemes created on registration of the strata plans subdividing lots 301, 302, 303, 310, 311 and 312 in DP1181334 respectively.

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Plan: SP88565

Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

2.2 A storage space within, or forming part of, a Burdened lot must not be used other than by a proprietor or occupier of a part of the Strata Scheme or a proprietor or occupier of a part of the strata schemes created on registration of strata plans subdividing lots 301, 302, 303, 310, 311 and 312 in DP1181334 respectively.

3 Terms of EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (AT) (LIMITED IN STRATUM) numbered 3 in the Plan

3.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Stormwater Infrastructure remain in the Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Stormwater Infrastructure in the Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) the uninterrupted passage of stormwater, in any quantities, to the Benefited lot through any Stormwater Infrastructure in the Burdened lot within the Easement Site;

(d) use the Stormwater Infrastructure in the Burdened lot for its intended purpose;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Stormwater Infrastructure in the Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Stormwater Infrastructure in the lot.

3.2 Subject to **clause 3.3**, before entering the Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened

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Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

3.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 3.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

3.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Laws and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

3.5 If, in the opinion of the owner of the Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 3.1(e)** to carry out

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Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

Works in relation to the Stormwater Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

4 Terms of EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (AT1) (LIMITED IN STRATUM) numbered 4 in the Plan

4.1 The Recycled Water Plant Lot Owner has the right to:

(a) have the Sewage Reticulation Infrastructure installed within the site of this easement at the date of registration of this instrument remain in the Burdened lot;

(b) where necessary, have the Sewage Reticulation Infrastructure in the Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the Sewage Reticulation Infrastructure in the Burdened lot for its intended purpose;

(d) the uninterrupted passage of sewage, in any quantities, through any Sewage Reticulation Infrastructure in the Burdened lot;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Sewage Reticulation Infrastructure in the Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Sewage Reticulation Infrastructure in the lot.

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Plan: SP88565

Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

4.2 Subject to **clause 4.3**, before entering the Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

4.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 4.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

4.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in the Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Laws and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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Council Authorised Person

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Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

4.5 If, in the opinion of the owner of the Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 4.1(e)** to carry out Works in relation to the Sewage Reticulation Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

5 Terms of EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (AT2) (LIMITED IN STRATUM) numbered 5 in the Plan

The owner of the Benefited lot has the right to the uninterrupted passage of sewage, in any quantities, from the Benefited lot through any Sewage Reticulation Infrastructure in the Burdened lot.

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Plan: SP88565

Plan of subdivision of lot 308 in DP1181334 covered by Strata Certificate No.

EXECUTED by **FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355)** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

Guy Pahor
.....
Name of Director (block letters)

.....
Signature of Director/Secretary

Jerry Lee
.....
Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by MICHAEL DAWKINS as attorney for **ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493)** under registered power of attorney Book 4621 No. 113 dated 29/9/2011 in the presence of:

.....
Signature of witness

Alison Carlin
.....
Name of witness (block letters)

242 PITT STREET

SYDNEY NSW 2000
.....
Address of witness (block letters)

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

MICHAEL DAWKINS
DIRECTOR, AGENCY SERVICES
.....
Name of Director/Secretary (block letters)

.....
Council Authorised Person

1, 3 & 5 Park Lane
S:2132062_9 MDP

REGISTERED 16.9.2013

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ePlan

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

Plan: SP88765

Plan of subdivision of lot 301 in DP1181334 covered by Strata Certificate No. 23 2013

Full name and address of the owner of the land:

Frasers Central Park Land No 1 Pty Ltd
(ACN 151 467 355)
Suite 11, Lumiere Commercial
Level 12, 101 Bathurst Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RESTRICTION ON THE USE OF LAND	1 to 345 inclusive	The Council of the City of Sydney
2	RESTRICTION ON THE USE OF LAND	1 to 355 inclusive	The Council of the City of Sydney
3	EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (AT) (LIMITED IN STRATUM)	Common Property	307 in DP1181334

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Council Authorised Person

S:1857073_8 MDP

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23213

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (AT1) (LIMITED IN STRATUM)	Common Property	307 in DP1181334
5	EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (AT2) (LIMITED IN STRATUM)	Common Property	5 in DP1142053

Council Authorised Person

S:1857073_8 MDP

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23017

PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation the Council.

Building means the building constructed within lots 301 to 303 and 305 to 312 in DP1181334.

Council means the Council of the City of Sydney.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Equipment means materials, tools, implements, machinery and vehicles.

Laws means:

(a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

LEP means the Sydney Local Environmental Plan 2005.

Recycled Water means water produced from the treatment of sewage.

Recycled Water Plant Lot Owner means:

(a) the registered proprietor of an estate in fee simple of the RWP Land (**Registered Proprietor**); and

(b) if the Registered Proprietor is not the same person as the Recycled Water Plant Operator, the person that is the Recycled Water Plant Operator.

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Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23213

Recycled Water Plant Operator means the person that operates the infrastructure, apparatus, plant and equipment located on the RWP Land and provides a service for the removal and treatment of sewage, the supply of Recycled Water or the supply of potable water, or all of these services.

RWP Land means lot 307 in DP1181334.

Schedule of Works means, in relation to any Works, a document containing:

(a) a specification of the relevant Works;

(b) a programme of the Works; and

(c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

(a) water supply;

(b) gas supply;

(c) electricity supply;

(d) air conditioning;

(e) a telephone service;

(f) a high speed internet service;

(g) a digital transmission service;

(h) a radio service;

(i) a television service;

(j) any service received and dispersed by a Special Receiving Facility;

(k) a system for the removal and passage of sewage;

(l) a system for the removal and passage of trade waste;

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Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23203

(m) a system for the passage of water;

(n) a mechanical ventilation system;

(o) a fire safety or control system;

(p) hydraulic services;

(q) a security system;

(r) escalators;

(s) lifts;

(t) closed circuit television video and audio services; and

(u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

Sewage Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of sewage from relevant collection pits to the RWP Land.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Stormwater Infrastructure means all tanks, pipes, fittings, connections, junctions, pits, pumps, meters, valves, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of stormwater to the RWP Land.

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Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23203

Strata Scheme means the strata scheme created on registration of the strata plan with which this instrument is registered.

Works includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

In this Instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) **maintain** includes keep clean and tidy;

(e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

(h) a reference to a corporation includes its successors and permitted assigns;

(i) a reference to a document is a reference to a document of any kind, including a plan;

(j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;

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Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334 covered by Strata Certificate No. 23201J

(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa; and

(q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

1 Terms of RESTRICTION ON THE USE OF LAND numbered 1 in the Plan

A residential apartment forming part of a Burdened lot must only be used as permanent *"residential accommodation"* (as that term is defined in the LEP) and not for the purpose of short term accommodation such as a hotel, motel, serviced apartment, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the LEP.

2 Terms of RESTRICTION ON THE USE OF LAND numbered 2 in the Plan

2.1 A car parking space within, or forming part of, a Burdened lot must not be used other than by a proprietor or occupier of a part of the Strata Scheme or a proprietor or occupier of a part of the strata schemes created on registration of the strata plans subdividing lots 302, 303, 308, 310, 311 and 312 in DP1181334 respectively.

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Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334 covered by Strata Certificate No. 23203

2.2 A storage space within, or forming part of, a Burdened lot must not be used other than by a proprietor or occupier of a part of the Strata Scheme or a proprietor or occupier of a part of the strata schemes created on registration of strata plans subdividing lots 302, 303, 308, 310, 311 and 312 in DP1181334 respectively.

3 Terms of EASEMENT FOR INFRASTRUCTURE AND PASSAGE OF STORMWATER VARIABLE WIDTH (AT) (LIMITED IN STRATUM) numbered 3 in the Plan

3.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Stormwater Infrastructure remain in the Burdened lot, but only within the site of this easement (**Easement Site**);

(b) where necessary, have the Stormwater Infrastructure in the Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) the uninterrupted passage of stormwater, in any quantities, to the Benefited lot through any Stormwater Infrastructure in the Burdened lot within the Easement Site;

(d) use the Stormwater Infrastructure in the Burdened lot for its intended purpose;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Stormwater Infrastructure in the Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Stormwater Infrastructure in the lot.

3.2 Subject to **clause 3.3**, before entering the Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened

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Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23/2013

lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

3.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 3.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

3.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Laws and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

3.5 If, in the opinion of the owner of the Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 3.1(e)** to carry out

.....
Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23/2013

Works in relation to the Stormwater Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

4 Terms of EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (AT1) (LIMITED IN STRATUM) numbered 1 in the Plan

4.1 The Recycled Water Plant Lot Owner has the right to:

(a) install and have Sewage Reticulation Infrastructure remain in the Burdened lot but only within the site of this easement;

(b) where necessary, have the Sewage Reticulation Infrastructure in the Burdened lot supported vertically, horizontally and in each other plane by that lot;

(c) use the Sewage Reticulation Infrastructure in the Burdened lot for its intended purpose;

(d) the uninterrupted passage of sewage, in any quantities, through any Sewage Reticulation Infrastructure in the Burdened lot;

(e) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Sewage Reticulation Infrastructure in the Burdened lot, as and when required, so that it is fit to be used for its intended purpose; and

(f) enter and remain in the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Sewage Reticulation Infrastructure in the lot.

4.2 Subject to **clause 4.3**, before entering the Burdened lot to carry out Works or do anything else it is permitted or required to do under this easement in the Burdened

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Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334 covered by Strata Certificate No. 23213

lot, the Recycled Water Plant Lot Owner must provide to the owner of the Burdened lot:

(a) reasonable prior notice of its intentions; and

(b) a Schedule of Works for any Works to be carried out.

4.3 The Recycled Water Plant Lot Owner is not obliged to comply with **clause 4.2** where, in the opinion of the Recycled Water Plant Lot Owner, reasonably held, there is an Emergency.

4.4 The Recycled Water Plant Lot Owner must, while any Works are being carried out in the Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Laws and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

4.5 If, in the opinion of the owner of the Burdened lot, reasonably held, the Recycled Water Plant Lot Owner has not exercised its rights under **clause 4.1(e)** to carry out

.....
Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 23213

Works in relation to the Sewage Reticulation Infrastructure in the Burdened lot, such that it is, or is at risk of becoming, a hazard or nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy, or prevent, as the case may be, that hazard or nuisance.

5 Terms of EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (AT2) (LIMITED IN STRATUM) numbered 5 in the Plan

The owner of the Benefited lot has the right to the uninterrupted passage of sewage, in any quantities, from the Benefited lot through any Sewage Reticulation Infrastructure in the Burdened lot.

.....
Council Authorised Person

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Plan: SP88765

Plan of subdivision of lot 301 in DP1181334
covered by Strata Certificate No. 232013

EXECUTED by **FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355)** in accordance with section 127 of the Corporations Act:

Signature of Director

Guy Pahor
Name of Director (block letters)

Signature of Director/Secretary

Jerry Lee
Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by

as attorney for **ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493)** under registered power of attorney Book 4621 No. 113 dated 29/9/2011 in the presence of:

Signature of witness

ANTHONY HERDEN
Name of witness (block letters)

242 PITT STREET
SYDNEY NSW 2000
Address of witness (block letters)

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

MICHAEL DAWKINS
Name of Director/Secretary (block letters)

Council Authorised Person

S:1857073_8 MDP

REGISTERED 14.10.2013

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Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 191

AM527069V

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

(A) **TORRENS TITLE**

5/1142053

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9246 7839 CAN: 123053P Reference: S127620 - P Romero-Calderon	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
FRASERS BROADWAY PTY LIMITED (ACN: 122 575 286)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 23 JUNE 2017

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Patti Stein
Name of witness: PATTI STEIN
Address of witness: 456 Kent Street, Sydney

Signature of authorised officer:
Name of authorised officer: ANTHONY PATRICK LENEHAN
Position of authorised officer: DIRECTOR – LEGAL & GOVERNANCE THE COUNCIL OF THE CITY OF SYDNEY AUTHORISED DELEGATE PURSUANT TO S377 LOCAL GOVERNMENT ACT 1993

(G) **Execution by the registered proprietor**

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

Company: FRASERS BROADWAY PTY LIMITED (ACN: 122 575 286)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Michael Caddey
Name of authorised person: MICHAEL CADDEY
Office held: Director

Signature of authorised person:
Name of authorised person: ABHILASHA VANKINA
Office held: ~~Director~~ SECRETARY

(H) **Consent of the N.A**

The N.A under N.A No. N.A., agrees to be bound by this positive covenant.

I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of N.A.

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

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ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 5 IN DEPOSIT PLAN 1142053 BETWEEN FRASERS BROADWAY PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

DATED 23 JUNE 2017

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 20 Wellington Street, Chippendale (Folio Identifier 5/1142053).

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

Private Connection means the privately owned pipes emanating from the Land that is connected to the City owned gully pit, pipe or channel.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the Private Connection to the City's drainage system, the Owner must:

(a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(b) not permit any Unauthorised Discharge through the Private Connection;

(c) permit the City to disconnect the Private Connection and make good the City's drainage system if any Unauthorised Discharge from the Land is detected;

(d) pay for all costs relating to the disconnection(s) and making good;

Signature of Witness

PATTI STEIN

Name of Witness - 456 Kent Street, Sydney

Director
Frasers Broadway Pty Limited

MICHAEL CADDEY

Full Name (printed)

Signature of Authorised Officer

ANTHONY PATRICK LENEHAN
DIRECTOR - LEGAL & GOVERNANCE
THE COUNCIL OF THE CITY OF SYDNEY

Name and Position of Authorised Officer

~~Director~~ SECRETARY
Frasers Broadway Pty Limited

ABHILASHA VANKINA

Full Name (printed)

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(e) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;

(f) if a pump-out system is installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure. The Owner must give the City access to the Land from time to time to inspect the notice(s);

(g) release the City from all claims for Damages as a result of:

(i) any blockage of or surcharge or backflow from the City's drainage system;

(ii) the construction of the Private Connection in the Public Way

(iii) the connection of the Private Connection to the City's drainage system; and

(iv) the relocation of the gully pit;

(h) indemnify the City from all Damages suffered or incurred by the City as a result of:

(i) the construction of the Private Connection;

(ii) the connection of the Private Connection to the City's drainage system; or

(iii) any Unauthorised Discharge through the Private Connection;

except to the extent that the City's negligent act or omission contributed to the Damages;

(i) not carry out any excavation works or alterations to the Private Connection and/or the City's drainage system without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

Signature of Witness

I PATTI STEIN

Name of Witness - 456 KENT STREET, SYDNEY

Director
Frasers Broadway Pty Limited

MICHAEL CADDEY

Full Name (printed)

Signature of Authorised Officer
ANTHONY PATRICK LENEHAN
DIRECTOR - LEGAL & GOVERNANCE
THE COUNCIL OF THE CITY OF SYDNEY

Name and Position of Authorised Officer

Director / SECRETARY
Frasers Broadway Pty Limited

ABHILASHA VANKINA

Full Name (printed)

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Full name and address of the owner of the land:

Frasers Central Park Land No 1 Pty Ltd
(ACN 151 467 355)
Level 12, 101 Bathurst Street
Sydney NSW 2000

The Owners- Strata Plan No 88765
The Owners- Strata Plan No ~~89252~~ 89262
The Owners- Strata Plan No 87881
The Owners- Strata Plan No 89904
c/ Dynamic Property Services Pty Ltd
Level 9, 66-68 Goulburn Street
Sydney NSW 2000

Lot 321 - CP/SP 88765 AND PART TO BE TRANSFERRED FROM 305/1181334

Lot 322 - CP/SP 89262 AND PART TO BE TRANSFERRED FROM 305/1181334

Lot 323 - ~~CP/87D~~ CP/SP 87881 AND PART TO BE TRANSFERRED FROM 305/1181334

Lot 324 - CP/SP 89901 AND PARTS TO BE TRANSFERRED FROM 305/1181334 & CP/SP 88765

Lot 325 - 305/1181334 AND PARTS TO BE TRANSFERRED FROM CP/SP 89262 & CP/SP 87881.

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Support and Shelter (Whole of Lot)	Lot 321	Lots 322, 323, 324 and 325
		Lot 322	Lots 321, 323, 324 and 325
		Lot 323	Lots 321, 322, 324 and 325
		Lot 324	Lots 321, 322, 323 and 325
		Lot 325	Lots 321, 322, 323 and 324

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Council Authorised Delegate

S:7875568_4 EAA

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2.	Easement for Services (Whole of Lot)	Lot 321	Lots 322, 323, 324 and 325
		Lot 322	Lots 321, 323, 324 and 325
		Lot 323	Lots 321, 322, 324 and 325
		Lot 324	Lots 321, 322, 323 and 325
		Lot 325	Lots 321, 322, 323 and 324
3.	Easement to Use Fire Stairs Passages and Emergency Equipment (Whole of Lot)	Lot 321	Lots 322, 323, 324 and 325
		Lot 322	Lots 321, 323, 324 and 325
		Lot 323	Lots 321, 322, 324 and 325
		Lot 324	Lots 321, 322, 323 and 325
		Lot 325	Lots 321, 322, 323 and 324

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Council Authorised Delegate

S:7875568_4 EAA

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4.	Easement to Access and Use Facilities (Whole of Lot)	Lot 321	Lots 322, 323, 324 and 325
		Lot 322	Lots 321, 323, 324 and 325
		Lot 323	Lots 321, 322, 324 and 325
		Lot 324	Lots 321, 322, 323 and 325
		Lot 325	Lots 321, 322, 323 and 324
5.	Easement for Access Variable Width (7G) (Limited in Stratum)	Lot 325 Lot 324	Lots 323 and 324 Lots 323 and 325
6.	Easement for Access to and Use of Car Share Parking Spaces Variable Width (7U) (Limited in Stratum)	Lots 321, 322, 323 and 325	Council of the City of Sydney
7.	Easement for Collection and Passage of Stormwater variable width (7T) (Limited in Stratum)	Lots 321 and 325	Lot 307 in DP1181334
8.	Easement for Recycled Water Plant sewage reticulation service infrastructure Variable Width (7T1) (Limited in Stratum)	Lot 325	Lot 307 in DP1181334
9.	Easement for Passage of Sewage Variable Width (7T2) (Limited in Stratum)	Lot 325	Lots 321, 322, 323 and 324
		Lot 321	Lots 322, 323, 324 and 325, CP/SP89257, CP/SP 89975, CP/SP 89976, CP/SP 88565, Lots ~~6~~ 7 and 8 in DP1142053
		Lot 321	CP/SP 95304 CP/SP 95305

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Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10.	Easement for Recycled Water Plant recycled water reticulation service infrastructure variable width (7T3) (Limited in Stratum)	Lot 321 and 325	Lot 307 in DP1181334
11.	Easement for Passage of Recycled Water Variable Width (7T4) (Limited in Stratum)	Lot 325 Lot 321	Lots 321, 322, 323 and 324 Lots 322, 323, 324 and 325, CP/SP89257, CP/SP 89975, CP/SP 89976, CP/SP 88565, Lots ~~X~~ 7 and 8 DP1142053, ~~&~~ SEE BELOW
12.	Easement for Potable Cold Water Service variable width (7T5) (Limited in Stratum)	Lot 325	Lot 307 in DP1181334
13.	Easement for Central Thermal Plant Reticulation Services Infrastructure Variable Width (7V) (Limited in Stratum)	Lot 325	Lot 202 in DP1240831
14.	Easement for Passage of Central Thermal Plant Services Variable Width (7V1) Limited in Stratum	Lot 325	Lots 6, 7 and 8 in DP 1142053

CONTINUED FROM ITEM 11

LOT 321	CP/SP 95304 CP/SP 95305

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

PART 1A (Release)

Number of item shown in the intention panel 44on the plan	Identity of easement or profit a prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Support and Shelter (A) (Whole of Lot) (DP1181334)	CP/SP88765	CP/SP89262 CP/SP87881 Lot 305 in DP1181334 CP/SP89904
		CP/SP89262	CP/SP88765 CP/SP87881 Lot 305 in DP1181334 CP/SP/89904
		CP/SP87881	CP/SP88765 CP/SP89262 Lot 305 in DP1181334 CP/SP89904
		Lot 305 in DP1181334	CP/SP88765 CP/SP89262 CP/SP87881 CP/SP89904
		CP/SP89904	CP/SP88765 CP/SP89262 CP/SP87881 Lot 305 in DP1181334

Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Number of item shown in the intention panel 44on the plan	Identity of easement or profit a prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2.	Easement for Services (B) (Whole of Lot) (DP1181334)	CP/SP88765	CP/SP89262 CP/SP87881 Lot 305 in DP1181334 CP/SP89904
		CP/SP89262	CP/SP88765 CP/SP87881 Lot 305 in DP1181334 CP/SP89904
		CP/SP87881	CP/SP88765 CP/SP89262 Lot 305 in DP1181334 CP/SP89904
		Lot 305 in DP1181334	CP/SP88765 CP/SP89262 CP/SP87881 CP/SP89904
		CP/SP89904	CP/SP88765 CP/SP89262 CP/SP87881 Lot 305 in DP1181334

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Council Authorised Delegate

S:7875568_4 EAA

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Number of item shown in the intention panel 44on the plan	Identity of easement or profit a prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3.	Easement ~~for~~ TO USE Fire Stairs, Passages and Emergency Equipment (C) (Whole of Lot) (DP 1181334)	CP/SP88765	CP/SP89262 CP/SP87881 Lot 305 in DP1181334 CP/SP89904
		CP/SP89262	CP/SP88765 CP/SP87881 Lot 305 in DP1181334 ~~CP/SP89904~~
		CP/SP87881	CP/SP88765 CP/SP89262 Lot 305 in DP1181334 CP/SP89904
		Lot 305 in DP1181334	CP/SP88765 CP/SP89262 CP/SP87881 CP/SP89904
4.	Easement to Access and Use Facilities (K) (Whole of Lot) (DP1181334)	CP/SP88765	CP/SP89262 CP/SP87881 Lot 305 in DP1181334 CP/SP89904
		CP/SP89262	CP/SP88765 CP/SP87881 Lot 305 in DP1181334 CP/SP89904

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Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Number of item shown in the intention panel 44on the plan	Identity of easement or profit a prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		CP/SP87881	CP/SP88765 CP/SP89262 Lot 305 in DP1181334 CP/SP89904
		Lot 305 in DP1181334	CP/SP88765 CP/SP89262 CP/SP87881 CP/SP89904
		CP/SP89904	CP/SP88765 CP/SP89262 CP/SP87881 Lot 305 in DP1181334
5.	Easement for Future Services variable width (Q) (Limited in Stratum) (DP1181334)	~~Lot 325~~ Part of CP/SP 89262 & CP/SP 87881 noted as (RQ) on the Plan	Lot 305 in DP1181334
6.	Easement for Access to and Use of Car share parking spaces Variable width (U) (Limited in Stratum) (DP1181334)	~~Lot 325 (that part noted as (RU)~~ Part of CP/SP 88765 CP/SP 89262 & CP/SP 87881 noted as (RU) on the Plan	Council of the City of Sydney

.....
Council Authorised Delegate

S:7875568_4 EAA

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

PART 2 (Terms)

1. Definitions and Interpretation

1.1 Definitions

In this instrument, unless the context clearly indicates otherwise a word or expression that is capitalised in this instrument, or in terms adopted by this instrument, but not defined in this **clause 1.1** has the meaning given to it in clause 1.1 of the instrument registered with DP1181334.

1.2 Interpretation

In this instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

(g) a reference to a corporation includes its successors and permitted assigns;

(h) a reference to a document is a reference to a document of any kind, including a plan;

(i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;

.....
Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

(j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(k) a reference to a time is to that time in Sydney;

(l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(m) a requirement to do any thing includes a requirement to cause that thing to be done;

(n) a word that is derived from a defined word has a corresponding meaning;

(o) the singular includes the plural and vice-versa;

(p) words importing one gender include all other genders; and

(q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

1.3 Complying with the Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

(a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument; and

(b) comply with the Management Statement, where applicable.

1.4 Positive covenants and maintenance requirements

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the Conveyancing Act 1919 (NSW) and is therefore intended to create a positive covenant under that section.

1.5 Section 106 of the Strata Schemes Development Act 2015

If section 106 of the Strata Schemes Development Act 2015 (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 8AB are varied or negatived to the extent that such rights

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Council Authorised Delegate

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

Plan:
DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

1.6 Release and indemnity

(a) This **clause 1.6** applies to each easement in this instrument, except to the 'EASEMENT TO ACCESS AND USE CAR SHARE PARKING SPACES VARIABLE WIDTH (7U) (LIMITED IN STRATUM)'.

(b) The owner of the Benefited lot, persons directed by the owner of the Benefited lot, and Authorised Persons release and indemnify the owner of the Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot, persons directed by the owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:

(i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;

(ii) loss, damage, expense or liability in respect of any other property; and

(iii) loss, expense or liability in respect of personal injury, disease, illness or death.

(c) The relevant release and indemnity under **clause 1.6(a)** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

2. Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the plan

An 'easement for support and shelter' in the terms set out in clause 2 of the instrument registered with DP1181334 however amended to replace reference to "section 8AA of the *Strata Schemes (Freehold Development) Act* 1973 *(NSW)*" with "section 106 of the *Strata Schemes Development Act* 2015 *(NSW)*".

3. Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the plan

An 'easement for services' in the terms set out in clause 3 of the instrument registered with DP1181334.

.....
Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

4. **Terms of EASEMENT TO USE FIRE STAIRS PASSAGES AND EMERGENCY EQUIPMENT (WHOLE OF LOT) numbered 3 in the plan**

   An 'easement to use fire stairs passages and emergency equipment' in the terms set out in clause 4 of the instrument registered with DP1181334.

5. **Terms of EASEMENT TO ACCESS AND USE FACILITIES (WHOLE OF LOT) numbered 4 in the plan**

   An 'easement to access and use facilities' in the terms set out in clause 8 of the instrument registered with DP1181334.

6. **Terms of EASEMENT FOR ACCESS VARIABLE WIDTH (7G) (LIMITED IN STRATUM) numbered 5 in the plan**

   An 'easement for access' in the terms set out in clause 6 of the instrument registered with DP1181334.

7. **Terms of EASEMENT FOR ACCESS TO AND USE OF CAR SHARE PARKING SPACES VARIABLE WIDTH (7U) (LIMITED IN STRATUM) numbered 6 in the plan**

   An 'easement for access to and use of car share parking spaces' in the terms set out in clause 25 of the instrument registered with DP1181334.

8. **Terms of EASEMENT FOR COLLECTION AND PASSAGE OF STORMWATER VARIABLE WIDTH (7T) (LIMITED IN STRATUM) numbered 7 in the plan**

   An 'easement for collection and passage of stormwater' in the terms set out in clause 17 of the instrument registered with DP1181334.

9. **Terms of EASEMENT FOR RECYCLED WATER PLANT SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (7T1) (LIMITED IN STRATUM) numbered 8 in the plan**

   An 'easement for recycled water plant sewage reticulation service infrastructure' in the terms set out in clause 18 of the instrument registered with DP1181334.

10. **Terms of EASEMENT FOR PASSAGE OF SEWAGE VARIABLE WIDTH (7T2) (LIMITED IN STRATUM) numbered 9 in the plan**

    An 'easement for passage of sewage' in the terms set out in clause 19 of the instrument registered with DP1181334.

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Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

11. Terms of EASEMENT FOR RECYCLED WATER PLANT RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH (7T3) (LIMITED IN STRATUM) numbered 10 in the plan

An 'easement for recycled water plant recycled water reticulation service infrastructure' in the terms set out in clause 20 of the instrument registered with DP1181334.

12. Terms of EASEMENT FOR PASSAGE OF RECYCLED WATER VARIABLE WIDTH (7T4) (LIMITED IN STRATUM) numbered 11 in the plan

An 'easement for passage of recycled water' in the terms set out in clause 21 of the instrument registered with DP1181334.

13. Terms of EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH (7T5) (LIMITED IN STRATUM) numbered 12 in the plan

An 'easement for potable cold water service' in the terms set out in clause 22 of the instrument registered with DP1181334.

14. Terms of EASEMENT FOR CENTRAL THERMAL PLANT RETICULATION SERVICES INFRASTRUCTRE VARIABLE WIDTH (7V) (LIMITED IN STRATUM) numbered 13 in the plan

~~DS~~ An 'easement for central thermal plant reticulation services infrastructure' in the terms set out in clause 15 of the instrument registered with DP1181334. ~~**Terms of EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (7V1) (LIMITED IN STRATUM) numbered 1.114 in the plan**~~

~~An 'easement for passage of central thermal plan services' in the terms set out in clause 16 in the instrument registered with DP1181334.~~

15. Terms of EASEMENT FOR PASSAGE OF CENTRAL THERMAL PLANT SERVICES VARIABLE WIDTH (7V1) (LIMITED IN STRATUM) numbered 14 in the plan

An 'easement for passage of central thermal plant services' in the terms set out in clause 16 in the instrument registered with DP 1181334

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Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

EXECUTED by **FRASERS CENTRAL PARK LAND NO 1 PTY LTD (ACN 151 467 355)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of ~~Director~~/Secretary

MICHAEL CADDEY

Name of Director (block letters)

MARIA VESIC

Name of ~~Director~~/Secretary (block letters)

EXECUTED by **FLOW SYSTEMS OPERATIONS PTY LTD (ACN 603 106 305)** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Signature of ~~Director~~/Secretary

Terence James Leckie

Name of Director (block letters)

Director

STEVEN SAMUITZ

Name of ~~Director~~/Secretary (block letters)

Council Authorised Delegate

S:7875568_4 EAA

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Approved Form 13

Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on ...18/4/16..... , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period.

The seal of The Owners - Strata Plan No 88765 was affixed on ^ .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: .....

Name: ...Lauren Shaw.....

Authority:..Managing Agent

Signature: .....

Name: .....

Authority:.....

THE OWNERS - STRATA PLAN No. 88765 ★ Common Seal

Approved Form 23

Certificate of Owners Corporation

The seal of The Owners - Strata Plan No 88765 was affixed on .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: .....

Name: Lauren Shaw.....

Authority:..Managing Agent

Signature: .....

Name: .....

Authority:.....

.....

Council Authorised Delegate

S:7875568_4 EAA

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Approved Form 13
Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on ....13/4/16..... , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period.

The seal of The Owners - Strata Plan No 89252 was affixed on ^ .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:.....
Name:Lauren Shaw.....
Authority:....Managing Agent

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

THE OWNERS - STRATA PLAN SP89262 ★ Common Seal

Approved Form 23
Certificate of Owners Corporation

The seal of The Owners - Strata Plan No 89252 was affixed on .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:.....
Name: Lauren Shaw.....
Authority:Managing Agent

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

.....
Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Approved Form 13
Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on ...11/5/18..... , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period.

The seal of The Owners - Strata Plan No 87881 was affixed on ^ .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:.....

Name: Lauren Shaw

Authority: Managing Agent

Signature: .....

Name: .....

Authority:.....

THE OWNERS - STRATA PLAN No. 87881 ★ Common Seal

Approved Form 23
Certificate of Owners Corporation

The seal of The Owners - Strata Plan No 87881 was affixed on .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:.....

Name: Lauren Shaw

Authority: Managing Agent

Signature: .....

Name: .....

Authority:.....

.....
Council Authorised Delegate

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

Approved Form 13
Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on ....18/4/16..... , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period.

The seal of The Owners - Strata Plan No 89904 was affixed on ^ .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: .....
Name: Lauren Shaw
Authority: Managing Agent

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

THE OWNERS - STRATA PLAN 89904 Common Seal

Approved Form 23
Certificate of Owners Corporation

The seal of The Owners - Strata Plan No 89904 was affixed on .....25/10/18..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: .....
Name: Lauren Shaw
Authority: Managing Agent

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

.....
Council Authorised Delegate

S:7875568_4 EAA

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

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

EXECUTED by **SH CENTRAL PARK DEVELOPMENT EAST PTY LIMITED ABN 39 221 834 667** in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Director

Toru Abe
.....
Name of Director (block letters)

.....
Signature of Director/Secretary

Atsuhide Seguchi
.....
Name of Director/Secretary (block letters)

EXECUTED by **FRASERS CENTRAL PARK EQUITY NO 1 PTY LTD ABN 39 221 834 667** in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Director

MATTHEW JAMES KNOX
.....
Name of Director (block letters)

.....
Signature of ~~Director~~/Secretary

MARIA VESIC
.....
Name of ~~Director~~/Secretary (block letters)

.....
Council Authorised Delegate

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

(Sheet ~~19~~ 20 of ~~19~~ 20 sheets)

Plan:

DP1251956

Subdivision of Lot 305 in DP1181334 and Common Property in Strata Plans SP88765, SP89262, SP87881 and SP89904 covered by Subdivision Certificate No 30/2018

EXECUTED by **COUNCIL OF THE CITY OF SYDNEY** by its authorised delegate pursuant to section 377 of the *Local Government Act 1993* (NSW))

MICHAEL SOO
Name of Delegate (block letters)

Signature of Delegate

SENIOR AREA PLANNING MANAGER
Position of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

STEPHEN FEENEY
Name of Witness (block letters)

Signature of Witness

C/- 456 KENT ST, SYDNEY
Address of Witness

~~Council Authorised Delegate~~

S:7875568_4 EAA

REGISTERED 01.10.2019

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Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900

AP587210J

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

(A) **TORRENS TITLE** For the common property
CP/SP95304

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Holding Redlich DX 529 Sydney NSW 2000 (02) 8083 0441 Reference: EAA 19620242	CH

(C) The Owners-Strata Plan No. 95304 certify that a special resolution was passed on 4/6/2019

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 53
Amended by-law No. NOT APPLICABLE
as fully set out below:

53 SPECIAL BY-LAW

53.1 The Owners Corporation by resolution in general meeting may delegate to the Strata Committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Management Act) and of imposing conditions on such approval.

53.2 The Owners Corporation in like manner may revoke any such delegation.

53.3 The Owners Corporation may continue to exercise its functions under s.110 of the Strata Management Act, despite any such delegation.

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

(G) The seal of The Owners-Strata Plan No. 95304 was affixed on 1 October 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: David Ferguson
Name: DAVID FERGUSON
Authority: STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN 95304 Common Seal

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

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Annexure A

BY-LAWS

WONDERLAND RESIDENTIAL

Strata Plan 95304 – Consolidated By-laws

1 DEFINITIONS AND INTERPRETATION

1.1 Statutory definitions

In this instrument a word or expression has the meaning given to it in the Strata Management Act if it is:

(a) defined in that Act; and

(b) used but not defined in this instrument.

1.2 Further definitions

In this instrument, unless the context clearly indicates otherwise:

Advertising means any sign, placard, banner, notice or other marketing material.

Affected Common Property has the meaning given to it in **by-law 22**.

Affected Lot has the meaning given to it in **by-law 41**.

Air Conditioning System means air conditioning plant and associated pipes, wires, cables, and ducts installed at any time.

Alternative Representative has the meaning given to it in the Strata Management Statement.

Architectural and Signage Code has the meaning given to it in the Strata Management Statement.

Australian Standard means a standard that is published by, or on behalf of, Standards Australia.

Authorised Fire Officer means a person authorised under the *Environmental Planning and Assessment Act 1979 (NSW)* to carry out an inspection of a building for purposes relating to fire safety.

Authority means any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.

THE OWNERS - STRATA PLAN 95304 Common Seal

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Balcony includes any area described in the Strata Plan, or other applicable document, as a balcony, terrace, Loggia or courtyard.

Building has the meaning given to it in the Strata Management Statement.

Car Space has the meaning given to it in **by-law 38**.

Central Park means the development to be carried out on land, including land comprised in the following folio identifiers:

301/1181334 to 303/1181334 (inclusive) and 305/1181334 to 315/1181334 (inclusive);

5/1142053 to 8/1142053 inclusive;

14/1194122;

1/807298;

1/191024;

1/76719;

1/709452;

Auto-Consol 6203-118;

101/1169048;

1/185787;

2/33953;

6/33953;

100/1225538 and 101/1225538; and

200/1240831 to 214/1240831 inclusive.

Central Thermal Plant Operator has the meaning given to it in the Strata Management Statement.

Codes has the meaning given to it in the Strata Management Statement.

Committee means the building management committee established and maintained under the Strata Management Statement and required by the *Strata Schemes Development Act 2015* (NSW).

Committee Rules means any rules made by the Committee under the Strata Management Statement.

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Common Property means the common property in the Strata Scheme.

Concierge Operator has the meaning given to it in **clause 47**.

Concierge Services has the meaning given to it in **clause 47**.

Cosmetic Work has the meaning given to it in section 109 of the Strata Management Act.

Designated Car Space means a Car Space where the relevant Owner or Occupier has the right to use as a place to stand or park their vehicle.

Designated Matters means the matters set out in **Attachment 1** to this instrument.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Period means the period commencing on the date of registration of this instrument and ending on the date the Proponent no longer owns a Lot.

Emergency Committee has the meaning given to it in **by-law 29**.

External Flooring means any timber decking, tiling, grass, pebbles or other surface flooring in a Lot, including on a Balcony, that is installed over a membrane covered concrete floor.

External Screening Device means any shutter or external venetian blind, whether fixed, operated manually or otherwise.

Façade means the external surfaces of the Strata Building.

Facilities Manager has the meaning given to it in the Strata Management Statement.

Flooring Works means the removal, replacement, installation or any other interference with the floor coverings or other floor treatment in a Lot, other than the installation of carpet and underlay.

Garbage Room means:

(a) any garbage room in the Strata Building; or

(b) any garbage room in another part of the Strata Building allocated for use by the Strata Scheme.

Gym means the gym located on the ground floor of the Strata Building.

Interest Rate means the interest rate payable under the Strata Management Act in relation to unpaid contributions.

Legislation means the Strata Management Act and the Development Act

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Loggia means the area denoted 'L' on the Strata Plan.

Lot means a lot in the Strata Plan.

Maintain includes:

(a) keep clean and tidy;

(b) maintain in good and serviceable condition;

(c) maintain in structurally sound condition;

(d) repair as necessary; and

(e) replace as necessary.

Management Plans has the meaning given to it in the Strata Management Statement.

Mechanical Ventilation System means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time.

Minor Renovations has the meaning given to it in section 110 of the Strata Management Act.

Notice Board has the meaning given to it in **by-law 44**.

Occupier means:

(a) a lessee;

(b) a licensee; or

(c) other person, not being an Owner, lessee or licensee that is in lawful occupation,

of a Lot.

Owner means:

(a) a person registered or entitled to be registered as proprietor;

(b) a mortgagee in possession; or

(c) a covenant chargee in possession,

of a Lot.

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

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Proponent means Frasers Broadway Pty Ltd (ACN 122 575 286), its successors and assigns and any persons authorised by it.

Recycled Water Plant Operator has the meaning given to it in the Strata Management Statement.

Refurbish includes, but is not limited to, any of the following:

(a) the treatment of Common Property by repairing, painting, staining, polishing, or otherwise, as applicable;

(b) the replacement of any floor covering in Common Property, including carpet and floor tiles which are considered in need of replacement; and

(c) the replacement of loose furnishings and chattels which are considered in need of replacement.

Removal Notice means a written notice which must:

(a) not be less than the size of an A4 piece of paper;

(b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather;

(c) describe the vehicle and state the date and time the notice was issued;

(d) state the vehicle will be removed if it is not moved from the area before the date and time specified in the notice (being not earlier than 48 hours after the notice was placed on or near the goods); and

(e) specify the contact details of the Strata Building Manager in relation to the notice.

Representative has the meaning given to it in the Strata Management Statement.

Residents Facilities means the community room located on the ground floor of the Strata Building.

Restricted Matter means a matter or class of matter:

(a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

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Security Key means a key, magnetic card or other device used to operate lifts and open and close doors, gates or roller shutters and other means of regulating access into, out of and throughout the Strata Building.

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Selling and Leasing Activities means the activities relating to the sale, including sale by auction, and leasing of Lots.

Shared Zone means the part of the Common Property located adjacent to a Car Space designed to be used for egressing and regressing from a vehicle.

Storage Space means any Lot or any part of a Lot or Common Property designed and designated for storage purposes.

Strata Building means the part of the Building constructed within the Strata Parcel.

Strata Building Management Agreement has the meaning given to it in **by-law 27**.

Strata Building Manager has the meaning given to it in **by-law 27**.

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Management Act means the *Strata Schemes Management Act 2015* (NSW).

Strata Management Statement means the strata management statement having effect in relation to the Strata Parcel.

Strata Manager means a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

Strata Plan means the strata plan with which this instrument is registered.

Strata Rules has the meaning given to it in **by-law 26**.

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

Wardens has the meaning given to it in **by-law 29**.

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1.3 Interpretation

In this instrument, unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) the word **vary** means add to, delete from or cancel;

(e) **maintain** and **maintain in good condition** includes keep clean and tidy, repair as necessary and replace as necessary;

(f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

(i) a reference to a company includes its successors and permitted assigns;

(j) a reference to a document is a reference to a document of any kind including a plan;

(k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the body or authority referred to;

(l) a reference to any legislation or legislative provision includes any statutory modification of or substitution for that legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(m) a reference to a time is to that time in Sydney;

(n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

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(o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done;

(p) a word that is derived from a defined word has a corresponding meaning;

(q) the singular includes the plural and vice-versa; and

(r) words importing one gender include all other genders.

1.4 Headings and Index

By-law headings and the Index are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

Any notice, demand, consent, request or other communication under this instrument must be in writing.

1.6 Consents and decisions by the Owners Corporation

(a) Consent by the Owners Corporation to a request by an Owner or Occupier may be given on conditions, and those conditions must be complied with by the Owner or Occupier receiving the consent.

(b) The Owners Corporation may in the exercise of its absolute discretion revoke a consent it has given if such revocation is practicable.

(c) Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

(i) the Owners Corporation in general meeting; or

(ii) the Strata Committee at a duly convened meeting of the Strata Committee.

(d) Consent given by the Strata Committee under a by-law:

(i) if practicable, may be revoked by the Owners Corporation in general meeting; and

(ii) subject to by-law 1.6(c), may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

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1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the Owners Corporation.

2 THE COMMITTEE AND THE STRATA MANAGEMENT STATEMENT

(a) The Committee manages the Building according to the Strata Management Statement, the Codes and any applicable Committee Rules.

(b) The Committee, the Owners Corporations in the Building and the owners and occupiers of lots in the Building are required to comply with the Strata Management Statement, the Codes and any applicable Committee Rules.

(c) Nothing in these by-laws affects the obligation of the Owners Corporation, an Owner or an Occupier to comply with the Strata Management Statement, the Codes and any applicable Committee Rules.

(d) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Strata Management Statement, the Codes or any applicable Committee Rules.

(e) If a by-law in this instrument is inconsistent with the Strata Management Statement, and Code or any Committee Rule, the Strata Management Statement, Code or Committee Rule, as the case may be, prevails to the extent of any such inconsistency.

(f) The Owners Corporation has the power to appoint a Representative and an Alternative Representative. The Owners Corporation must ensure that there is at least a Representative at all times. The power of the Owners Corporation under this **subclause (f)** may be exercised by the Strata Committee.

3 NOISE

An Owner or Occupier must not create any noise which unreasonably interferes with or is likely to unreasonably interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

4 STANDING AND PARKING VEHICLES

(a) An Owner or Occupier must not stand or park any vehicle or bicycle on Common Property except with the prior consent of the Owners Corporation, other than parking or standing a motorcycle in a designated motorcycle parking space or standing a bicycle in a designated bicycle parking space.

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(b) The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Strata Building from time to time.

(c) If requested to do so by, or on behalf of, the Owners Corporation, an Owner or Occupier must immediately provide to the Owners Corporation or a person authorised by the Owners Corporation, including the Strata Manager or Strata Building Manager or Facilities Manager, the registration plate details of each vehicle that person parks in the Strata Building.

5 OBSTRUCTION OF COMMON PROPERTY

An Owner or Occupier must not obstruct or allow the obstruction of the legal use of Common Property by any person except on a temporary and non-recurring basis.

6 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An Owner or Occupier must not, except with the prior consent of the Owners Corporation, damage or otherwise interfere with, any lawn, garden, tree, shrub, plant, flower or associated irrigation system on Common Property.

7 DAMAGE TO COMMON PROPERTY

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage, deface or remove, anything that forms part of Common Property except with the prior consent of the Owners Corporation.

(b) A consent given by the Owners Corporation under **by-law 7(a)** cannot authorise any additions to Common Property.

(c) This **by-law 7** does not prevent an Owner or person authorised by an Owner from installing:

(i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(ii) any security alarm approved under **by-law 33.2**;

(iii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window and does not alter the external appearance of the lot;

(iv) any structure or device to prevent harm to children; or

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(v) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

(d) Any locking or other safety device, screen, structure or device referred to in **by-law 7(c)** must:

(i) be installed in a proper and workmanlike manner;

(ii) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation;

(iii) comply with:

(A) any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and

(B) the Architectural and Signage Code, if applicable; and

(iv) have an appearance after it has been installed in keeping with the appearance of the rest of the Strata Building.

(e) Despite section 106 of the Strata Management Act, the Owner of a Lot must:

(i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in **by-law 7(c)** that forms part of Common Property and that services that Lot; and

(ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in **by-law 7(c)** that forms part of Common Property and that services that Lot.

(f) The operation of this **by-law 7** is subject to the provisions of any other applicable by-law.

8 BEHAVIOUR OF OWNERS AND OCCUPIERS

(a) An Owner or Occupier on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or any other person lawfully on the Strata Parcel.

(b) An Owner or Occupier must not do anything, or use their Lot for any purpose, that may cause a nuisance or hazard or for any purpose that may endanger

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the good reputation of the Strata Scheme, including any illegal or immoral purpose.

9 CHILDREN PLAYING ON COMMON PROPERTY

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Strata Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property that is an area of possible danger or hazard to children.

10 OWNERS AND OCCUPIERS ARE RESPONSIBLE FOR OTHERS

(a) An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:

(i) complies with the Strata Management Statement, the Codes, any applicable Committee Rules, these by-laws and any applicable Strata Rules;

(ii) leaves the Strata Parcel if they do not comply as required by **by-law 10(a)(i)**; and

(iii) does not do anything an Owner or Occupier are not themselves entitled to do under the Strata Management Statement, the Codes, any applicable Committee Rules, these by-laws or any applicable Strata Rules, including behave in a manner likely to unreasonably interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully in the Strata Parcel.

(b) If an Owner or Occupier leases or licenses their Lot, or part of their Lot, the Owner or Occupier must:

(i) give their tenant or licensee a copy of the Strata Management Statement, the Codes, any applicable Committee Rules, these by-laws and any Strata Rules;

(ii) take reasonable steps to ensure the tenant or licensee and their visitors comply as required by **by-law 10(a)(i)** or leave the Strata Parcel; and

(iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply as required by **by-law 10(a)(i)** or leave the Strata Parcel.

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(c) An Owner or Occupier must accompany its invitees whilst in the Strata Building at all times other than when those invitees are entering or leaving the Strata Building.

(d) An Owner or Occupier must accompany its invitees to park or remove their bicycles from the visitor bicycle racks located in the basement.

11 SMOKING

(a) Smoking is not permitted on any part of the Common Property, including in the lobby, lift, stairwell and corridor areas.

(b) Smoke must not be permitted to enter Common Property areas or the Lot of any other person.

(c) Cigarette butts must not be dropped or thrown onto Common Property or the Lot of any other person.

12 WASTE DISPOSAL

An Owner or Occupier must:

(a) comply with all requirements of the Owners Corporation, the Committee or any Authority in respect of the disposal and recycling of waste;

(b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate recycle bins in a Garbage Room;

(c) not put in a garbage chute:

(i) bottles or glass;

(ii) liquids;

(iii) items that weigh more than 2.5 kilograms; or

(iv) boxes or other items that might block the garbage chute;

(d) safely and securely wrap all broken glass before placing it in the appropriate area in a Garbage Room;

(e) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a Garbage Room;

(f) contact the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager to arrange for the removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous; and

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(g) not leave waste on Common Property other than in the appropriate area in a Garbage Room, or as otherwise directed by the Owners Corporation.

13 HANGING OF WASHING AND OTHER ITEMS

An Owner or Occupier must not hang any washing, towel, bedding, clothing or other similar article on any part of their Lot or on Common Property in such a way as to be visible from outside the Lot.

14 CLEANING WINDOWS, DOORS AND EXTERNAL SCREENING DEVICES

(a) Except in the circumstances referred to in **by-law 14(b)**, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of:

(i) glass in windows and doors on the boundary of the Lot; and

(ii) any External Screening Device on the boundary of the Lot and which exclusively services the Lot,

including any that is Common Property, to ensure that the good appearance of the Building is maintained.

(b) Subject to any applicable responsibilities of the Committee under the Strata Management Statement, the Owners Corporation is responsible for cleaning regularly all exterior surfaces of:

(i) glass in windows and doors; and

(ii) any External Screening Device,

that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

15 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

(a) An Owner or Occupier must not, except with the prior consent of the Owners Corporation, use or store on the Strata Parcel any inflammable chemical, liquid, gas or other material.

(b) This **by-law 15** does not apply to:

(i) any chemical, liquid, gas or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of their Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for

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any insurance policy effected by the Owners Corporation, in particular, barbecue gas cylinders up to a maximum size of 4.5kg; or

(ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

(a) An Owner or Occupier must not move any item of furniture or large object through Common Property unless 48 hours' notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

(b) If a Strata Building Management Agreement is entered into and if the tasks of the Strata Committee under **by-law 16(a)** are to be carried out by the Strata Building Manager under the Strata Building Management Agreement the Owner or Occupier must give the notice referred to in **by-law 16(a)** to the Strata Building Manager and not to the Strata Committee.

(c) The Owners Corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner.

(d) If the Owners Corporation or the Committee has specified the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with any such specifications.

(e) The Owner or Occupier must pay any fees reasonably incurred by the Building Manager or Concierge as required by the Owners Corporation or Building Management Committee.

17 FLOOR COVERINGS

(a) All floor space within a Lot must be covered or otherwise treated to an extent sufficient to prevent the transmission of any noise from the floor space which is likely to unreasonably disturb the peaceful enjoyment of another Owner or Occupier.

(b) **By-law 17(a)** does not apply to floor space comprising a tiled entrance foyer, kitchen, laundry, lavatory or bathroom.

(c) **By-law 22** must be complied with if it is intended that Flooring Works be carried out.

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18 KEEPING OF ANIMALS

(a) Subject to section 139(5) of the Strata Management Act, an Owner or Occupier must not, except with the prior consent of the Owners Corporation, keep any animal on their Lot or on Common Property except:

(i) up to:

(A) two dogs;

(B) two cats; or

(C) one dog and one cat,

with a combined weight of no more than 20 kilograms;

(ii) a small caged bird; and

(iii) fish in an aquarium.

(b) The Owners Corporation must not unreasonably withhold its consent to the keeping of an animal on a Lot.

(c) If an Owner or Occupier is permitted to keep an animal on their Lot or on Common Property under this **by-law 18**, then the Owner or Occupier:

(i) must notify the Owners Corporation that the animal is being kept on their Lot or on Common Property and provide details of the animal including:

(A) registration number;

(B) current photo;

(C) breed;

(D) age;

(E) sex; and

(F) vaccination records;

(ii) must ensure that the animal is at all times kept under control and within the confines of their Lot;

(iii) must ensure that the animal does not enter any part of Common Property designated by the Strata Committee as an area on which animals may not enter and, when the animal is on any part of the Strata Parcel other than their Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;

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(iv) must, when the animal is on any part of the Strata Parcel other than their Lot, carry the animal;

(v) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:

(A) any noise caused by the animal which is disturbing to an extent which is unreasonable; and

(B) damage to or loss of property or injury to any person caused by the animal;

(vi) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Strata Parcel, including ensuring that any of the animal's excrement is not permitted to enter any floor waste drain in the Strata Parcel;

(vii) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and

(viii) must, if in the opinion of the Strata Committee, acting reasonably, the Owner or Occupier is not complying with this **by-law 18** and the Strata Committee so requests, remove the animal from the Strata Parcel.

(d) This **by-law 18** does not prevent the keeping of a dog used as a guide or hearing dog.

19 APPEARANCE OF LOT

(a) An Owner or Occupier must not, except with the prior consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement, and Code or Committee Rule, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) Any window covering or glass door covering must comply with the Architectural and Signage Code, if applicable.

(c) An Owner or Occupier must not, except with the prior consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement, and Code or Committee Rule, install on the Strata Parcel any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

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(d) An Owner or Occupier must not operate from the Strata Parcel any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

(e) In accordance with any notice to comply served on an Owner or Occupier by or on behalf of the Owners Corporation in connection with an alleged breach of this by-law 19, upon receipt of the notice to comply the Owner or Occupier must remedy any breach of this by-law 19 immediately.

20 CHANGE IN USE OF LOT TO BE NOTIFIED

An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme.

21 INSURANCE PREMIUMS

(a) An Owner or Occupier must not, except with the prior consent of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

(b) If pursuant to **by-law 21(a)** an Owner or Occupier does something which increases or may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner must:

(i) pay to the Owners Corporation any such increase in premium within 7 days of notification by the Owners Corporation that payment is required; and

(ii) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its consent under **by-law 21(a)**.

22 CARRYING OUT MINOR RENOVATIONS ON A LOT

(a) The Owners Corporation approves an Owner carrying out Minor Renovations on its Lot and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Minor Renovations (such as the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of a Lot, including adding or connecting to existing services on Common Property) (**Affected Common Property**), on the following conditions:

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(i) the Owner must satisfy the Owners Corporation that the Minor Renovations complies with any applicable Code;

(ii) the Owner must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Minor Renovations contemplated by this **by-law 22** and the use of the result of the Minor Renovations;

(iii) neither the carrying out of the Minor Renovations nor the use of the result of the Minor Renovations:

(A) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(B) damages or interferes with any Common Property that is a part of a wall or any other boundary between Lots;

(C) damages or interferes with any waterproofing or other membrane whether Common Property or otherwise;

(D) detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or

(E) voids any warranties that the Owners Corporation or another Owner or Occupier is entitled to;

(iv) if any exhaust system is to be installed, including a kitchen or toilet fan and exhaust, its size and type must be certified as appropriate by an appropriately qualified mechanical consultant;

(v) if any additional service, or a connection to an existing service on Common Property, is installed as part of the Minor Renovations, then such service must, if possible, be separately metered. If separate metering is not possible, the Owner must when so requested promptly pay to the Owners Corporation an amount representing the Owners Corporation's reasonable estimate of the cost of using such service;

(vi) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Affected Common Property, except for anything added to Common Property; and

(vii) the Owner must obtain the consent of all Authorities whose consent is required by law.

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(b) An Owner desiring to exercise rights under this **by-law 22** must:

(i) before doing any Minor Renovations:

(A) obtain approval of the Strata Committee whose approval:

(1) must not be unreasonably withheld; and

(2) will be deemed to be provided if the Strata Committee does not respond to the Owner's request within 14 days of the Strata Committee receiving such a request;

(B) ascertain from the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, where service lines, pipes and conduits are located;

(C) arrange with the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, suitable times and means by which access to the Building may be obtained;

(D) if the Owners Corporation so requests, provide a bond or payment in a reasonable amount to the Owners Corporation as security for the rectification costs for any damage caused as a result of the Minor Renovations;

(E) if the Owners Corporation so requests, provide a certificate from a structural engineer or a services engineer or both that the proposed work will not have any adverse effect on Common Property or any Lot;

(F) if it is intended that Flooring Works be carried out and if the Owners Corporation so requests, provide a report from an acoustic engineer that the proposed flooring finish will comply with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any applicable Code;

(G) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Minor Renovations to be carried out; and

(H) provide copies of all relevant Authority consents required by law to the Owners Corporation;

(ii) comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the Facilities

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Manager, about the times and means by which access to the Building is obtained and the Minor Renovations is carried out;

(iii) ensure that the Minor Renovations are carried out in a proper and workmanlike manner by appropriately qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;

(iv) ensure that contractors and any persons involved in doing the Minor Renovations comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, about the times and means by which access to the Building is obtained and the Minor Renovations are carried out;

(v) not damage Common Property, including service lines, pipes or conduits or interfere with, or interrupt them or any of them;

(vi) do the Minor Renovations properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Affected Common Property, to the reasonable satisfaction of the Owners Corporation;

(vii) comply with the consent of any relevant Authority;

(viii) repair any damage caused to Common Property or the property of another Owner or Occupier;

(ix) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots;

(x) at the completion of the Minor Renovations, if the Owners Corporation so requests, provide, within 14 days of such a request, a certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the Minor Renovations nor the use of the result of the Minor Renovations has:

(A) damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;

(B) damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;

(C) damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane whether Common Property or otherwise; and

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(D) detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and

(xi) at the completion of the Minor Renovations, if those works involved Flooring Works and the Owners Corporation so requests, provide, within 14 days of such a request, a report from an acoustic engineer that the relevant flooring finish complies with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any applicable Code.

(c) The Minor Renovations must only be undertaken Monday to Friday between 8am and 5pm and Saturday between 9am and 1pm. The Owners Corporation may, for the purposes of this **by-law 22** at any time amend the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of Minor Renovations.

(d) The Owners Corporation may apply the bond or payment received under **by-law 22(b)(i)(D)** towards the rectification costs for any damage caused as a result of the Minor Renovations by the Owner if the Owner has failed to carry out such rectification within a reasonable time.

(e) The Proponent is not required to comply with this **by-law 22** in relation to any Minor Renovations it carries out on a Lot it owns.

23 CHANGING NON STRUCTURAL WALLS

(a) An Owner may:

(i) alter or remove non structural walls in its Lot; and

(ii) make openings in a Common Property wall between 2 Lots owned by that Owner on the following conditions:

(A) the Owner must satisfy the Owners Corporation that the building work complies with the Architectural and Signage Code, if applicable;

(B) the Owner must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to any person arising out of the carrying out of the building work contemplated by this **by-law 23** and the use of the result of the building work;

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(C) neither the carrying out of the building work nor the use of the result of the building work:

(I) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(II) damages or interferes with any waterproofing or other membrane, whether Common Property or otherwise; or

(III) voids any warranties that the Owners Corporation or another Owner or Occupier are entitled to;

(D) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Common Property, the use of which is reasonably necessary for the carrying out of the building work, except for anything added to Common Property; and

(E) the Owner must obtain the consent of all Authorities whose consent is required by law.

(b) An Owner desiring to exercise rights under this **by-law 23** must:

(i) before doing any building work:

(A) give notice to the Owners Corporation;

(B) arrange with the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, suitable times and means by which access to the Strata Building may be obtained;

(C) ascertain from the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, where service lines, pipes and conduits are located;

(D) if the Owners Corporation so requests, provide a bond or payment in a reasonable amount to the Owners Corporation as security for the rectification costs for any damage caused as a result of the building work;

(E) if the Owners Corporation so requests provide a certificate from a structural engineer or an architect that the proposed building work will not have any adverse effect on Common Property or any Lot;

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(F) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation requires in connection with the building work to be carried out; and

(G) provide copies of all relevant Authority consents required by law to the Owners Corporation;

(ii) comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager about the time and means by which access to the Strata Building is obtained and the building work is to be carried out;

(iii) ensure that the building works are carried out in a proper and workmanlike manner by appropriately qualified, reputable and, where appropriate licensed contractors who have been approved by the Owners Corporation;

(iv) ensure that contractors and any persons involved in doing the building work comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager about the times and means by which access to the Strata Building is obtained and the building work is carried out;

(v) not damage Common Property, including service lines, pipes or conduits or interfere with or interrupt them or any of them;

(vi) do the building work properly and to the reasonable satisfaction of the Owners Corporation and any relevant Authority;

(vii) comply with the consent of any relevant Authority;

(viii) repair any damage caused to Common Property or the property of another Owner or Occupier;

(ix) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(x) at the completion of the building work, if the Owners Corporation so requests, provide a certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:

(A) damaged or interfered with, or will damage or interfere with, any service lines, pipes conduits whether Common Property or otherwise; and

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(B) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property or otherwise.

(c) The Owners Corporation may, for the purposes of this **by-law 23** from time to time prescribe the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of building work.

(d) The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner.

(e) The Owners Corporation may apply the bond or payment received under **by-law 23(b)(i)(D)** towards the rectification costs for any damage caused as a result of the building work by the Owner if the Owner has failed to carry out such rectification within a reasonable time.

24 CARRYING OUT COSMETIC WORK ON COMMON PROPERTY

(a) An Owner or an Occupier (with the Owner's prior consent), may do Cosmetic Work to the interior of Common Property enclosing the Lot (for example, put nails or screws into Common Property walls) which has no material adverse effect on Common Property.

(b) An Owner must not remove or alter any structural wall, except with the prior consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement or any Code or Committee Rule and in compliance with the Strata Management Act.

(c) An Owner or Occupier must not, except with the prior consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement or any Code or Committee Rule, affix any lattice or grille to any part of the Owner's Lot that is visible from outside that Lot.

25 REFURBISHMENT OF COMMON PROPERTY

The Owners Corporation has the power to Refurbish Common Property.

26 STRATA RULES

(a) The Owners Corporation has the power to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (**Strata Rules**).

(b) The Owners Corporation may vary Strata Rules at any time.

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(c) If a Strata Rule is inconsistent with the Strata Management Act, the Strata Management Statement, a Code or a Committee Rule, any by-law or a requirement of an Authority, the Strata Management Act, the Strata Management Statement, the Code, the Committee Rule, the by-law or the requirement of an Authority, as the case may be, prevail to the extent of the inconsistency.

(d) Strata Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

27 AGREEMENT WITH STRATA BUILDING MANAGER

(a) The Owners Corporation has the power to appoint (on a full time or part time basis) and enter into an agreement (**Strata Building Management Agreement**) with an appropriately qualified person (**Strata Building Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

(b) The Owners Corporation has the power to grant the Strata Building Manager exclusive use of part of Common Property.

28 ADVERTISING AND SELLING AND LEASING ACTIVITIES

(a) An Owner or Occupier must not erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or Common Property or from outside the Strata Parcel.

(b) The Proponent can, until the Proponent completes the sale of all land forming part of Central Park and without obtaining the consent of the Owners Corporation:

(i) erect, display, affix or exhibit Advertising in connection with Selling and Leasing Activities on Common Property, or on any Lot of which the Proponent is the Owner or Occupier;

(ii) use any Lot of which the Proponent is the Owner or Occupier as a display unit in connection with Selling and Leasing Activities;

(iii) conduct Selling and Leasing Activities on Common Property, or on any Lot of which the Proponent is the Owner or Occupier; and

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(iv) hold events and functions in connection with Selling and Leasing Activities on Common Property, or on any Lot of which the Proponent is the Owner or Occupier.

(c) In conducting the activities referred to in **by-law 28(b)**, the Proponent must:

(i) use reasonable endeavours to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and

(ii) cause any damage resulting from those activities to be repaired on a timely basis and in a proper and workmanlike manner.

29 EMERGENCY MANAGEMENT COMMITTEE

(a) The Strata Committee of the Owners Corporation has the power to establish an emergency management committee for the Strata Building (**Emergency Committee**).

(b) If established, the Emergency Committee must:

(i) nominate so many of the Owners or Occupiers that they determine, acting reasonably, are adequate to be trained as fire wardens for the Strata Building (**Wardens**); and

(ii) ensure that the Wardens are trained in accordance with the requirements of the relevant Authority in:

(A) assisting with the orderly and effective evacuation of the Strata Building during an emergency; and

(B) the correct and effective use of the portable fire extinguishers located around the Strata Building under real fire conditions.

30 WORK, HEALTH AND SAFETY

(a) An Owner or Occupier of a Lot must not create any hazard that may breach work, health and safety standards provided for in any relevant Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

(b) If an Owner or Occupier of a Lot has any concerns in relation to this **by-law 30** they should discuss such issues with the Strata Manager or Strata Building Manager, if one has been appointed.

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31 PROVISION OF AMENITIES OR SERVICES

(a) The Owners Corporation may resolve to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots.

(b) If the Owners Corporation resolves under **by-law 31(a)** to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which it will provide the amenity or service.

32 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

The Owner or Occupier of a Lot must ensure that:

(a) the Lot is not used for any purpose that is prohibited by law;

(b) the Lot is not occupied by more than two adults for each bedroom in the Lot;

(c) no bedroom in the Lot contains more than two beds (excluding children's beds and cots);

(d) the total number of adults occupying a Lot does not exceed twice the number of approved bedrooms;

(e) all leases or subleases of any Lot or part lot must be subject to a residential tenancy agreement and for a term of at least three months;

(f) the Lot is not to be used for a purpose that would result in a breach of a restriction on use registered on the title of the Lot; and

(g) without limiting by-law 32(f), the Lot must not be used for any purpose other than for permanent "residential accommodation", as that term is defined in the *Sydney Local Environmental Plan* 2012, and not for the purpose of short term accommodation for as long as there is a restriction on use registered on the title of the Lot to that effect.

33 SECURITY, CONTROLLING ACCESS AND SECURITY KEYS

33.1 Security of the Building

(a) The Owners Corporation must take all reasonable steps to:

(i) ensure the security of the Strata Building;

(ii) stop intruders coming into the Strata Building; and

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(iii) prevent fires and other hazards,

and may:

(iv) enter, or procure that the Strata Building Manager enters, into an agreement with an appropriately qualified person for the provision of security personnel and security services; .

(v) permit any designated part of the Strata Building to be used by security personnel to monitor the security of the Strata Building, and the Building; and

(vi) obtain, install and Maintain boom gates, roller shutters, locks, alarms, communication systems and other security devices.

(b) The Owners Corporation may install and operate on Common Property security cameras and other surveillance equipment for the security of the Strata Building, and the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

(c) Any video footage obtained in accordance with **clause 33.1(b)** may only be disclosed to third parties for the purposes of monitoring the security of the Building, or as required by law.

(d) An Owner or Occupier must not:

(i) interfere with the security equipment installed by the Owners Corporation; or

(ii) do anything that might prejudice the security or safety of the Strata Building, the Building or its occupants.

(e) An Owner or Occupier must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used.

33.2 Security Keys

(a) The Owners Corporation must make available to each Owner and Occupier a Security Key to enable the Owner or Occupier to pass throughout the Strata Building by the most appropriate route available in order to access their Lot.

(b) The Owners Corporation may charge a fee or request a bond if an Owner or Occupier requests:

(i) an additional Security Key;

(ii) a replacement Security Key;

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(iii) The reprogramming of a Security Key which has been cancelled or deactivated under **by-law 33.2(d)(iv)**.

(c) A person to whom a Security Key is issued must:

(i) not give it to another person who is not an Owner or Occupier unless they are satisfied that person is respectable and responsible;

(ii) not duplicate or permit it to be duplicated;

(iii) take all reasonable steps to ensure it is not lost;

(iv) immediately notify the Owners Corporation if it is lost, stolen or damaged;

(v) pay to the Owners Corporation its replacement cost if it is lost, stolen or damaged;

(vi) immediately return it if they no longer have a right to access the Strata Building or it is not being used;

(vii) register the Security Key at the request of the Owners Corporation for the purpose of a security access control audit; and

(viii) comply with any reasonable directions of the Owners Corporation in relation to its use and management.

(d) The Committee has the power to:

(i) enter into arrangements with the Strata Managing Agent, Strata Building Manager, the Facilities Manager or any other relevant service provider in connection with the operation and management of Security Keys and the Strata Building's security systems generally;

(ii) re-code Security Keys and require their return for that purpose;

(iii) acting reasonably, limit the number of Security Keys it issues;

(iv) cancel or deactivate Security Keys if they have not been used in accordance with **by-law 33.2(c)**.

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(e) In overseeing the arrangements in connection with the operation and management of Security Keys, the Committee must take into account any reasonable request by an Owner relating to access arrangements to their Lot.

34 SECURITY ALARMS

The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on their Lot if:

(a) the alarm has "back to base" facilities;

(b) the alarm is silent; and

(c) the alarm does not have flashing lights.

35 RESTRICTING ACCESS

The Owners Corporation may for security reasons or effective control and management of the Strata Building:

(a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property, if any, that are subject to an easement for public access or exclusive use rights; and

(b) restrict by security device access to levels in the Strata Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

36 DESIGNATED MATTERS

The Owners Corporation must:

(a) If the Proponent serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Committee to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to the Proponent in the carrying out of the Designated Matters; and

(b) If the Proponent serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Committee which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to the Proponent in the carrying out of the Designated Matters.

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37 OUTDOOR FURNITURE AND OTHER ITEMS

(a) An Owner or Occupier must not place or maintain outdoor furniture, planter boxes, pot plants, recreational equipment or barbecues on the Balcony of a Lot unless:

(i) it is of a type approved by the Owners Corporation;

(ii) it complies with any applicable Code;

(iii) the item will not cause damage to a Lot or Common Property; and

(iv) the item is not dangerous,

and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the Balcony, or otherwise cause a hazard to people or property.

(b) The Owners Corporation may require an Owner or Occupier, at the Owner's cost, to temporarily remove items that are not Common Property from a Balcony so that the Owners Corporation may inspect, repair or replace Common Property.

(c) An Owner or Occupier must not place, maintain or install a barbecue on the Loggia of a Lot.

38 CAR SPACES

38.1 Obligations on Owners and Occupiers

Owners and Occupiers:

(a) must only use a Car Space for the parking of registered and operational motor vehicles and motorcycles and must not be used for any other purpose, including:

(i) as an area for storage of other items;

(ii) for the washing of vehicles or equipment;

(iii) for the carrying out of mechanical or other repairs; or

(iv) to park boats, caravans or trailers;

(b) must not, except with the prior consent of the Owners Corporation, install or erect any storage facility, whether fixed or moveable, within a Car Space;

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(c) must Maintain their Designated Car Space, including removing any grease or oil promptly from the Designated Car Space;

(d) must not permit any contractor or employee of the Owner or Occupier to park or stand vehicles in a Car Space that is not their Designated Car Space;

(e) must ensure that all visitors comply with the directions of the Owners Corporation and Strata Building Manager in connection with access to and use of Car Space.

38.2 Owners Corporation

The Owners Corporation is not responsible for:

(a) anything stolen from a Car Space; or

(b) damage to a motor vehicle, a motorcycle or anything else in a Car Space, including, damage to a motor vehicle or a motorcycle entering or leaving the Car Space.

38.3 Removal of vehicle

(a) In the event of a breach of **by-law 38.1,** the Strata Building Manager may place a Removal Notice on or near the vehicle.

(b) The Strata Building Manager may remove the vehicle if,

(i) a Removal Notice has been placed on or near the vehicle; and

(ii) the vehicle has not been removed from the Designated Car Space within the period specified on the Removal Notice.

(c) The Strata Building Manager may cause a vehicle to be moved to the nearest place where it may be moved where it no longer interferes with Owner or Occupier's use of their Designated Car Space and for that purpose the Strata Building Manger is taken to be the owner of the Vehicle.

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38.4 Release of indemnity

Each person bound by these by-laws acknowledges and agrees to release the Strata Building Manager and the Owners Corporation of any costs, claims or liability in relation to the removal of a vehicle under this **by-law 38**.

39 STORAGE SPACES AND SHARED ZONES

39.1 Storage Spaces

(a) Owners and Occupiers:

(i) must keep their Storage Space clean and tidy;

(ii) must keep clear the fire sprinklers in their Storage Space;

(iii) must not store any inflammable material in their Storage Space;

(iv) may only use their Storage Space for storage purposes associated with the use of their Lot and no other purposes; and

(v) must not place any coverings on or around their Storage Space.

39.2 Shared Zone

(a) Owners and Occupiers may only use the Shared Zone for entering and exiting vehicles parked in Car Spaces immediately adjacent to the Shared Zone.

(b) Owners and Occupiers must not:

(i) park or stand any vehicle in the Shared Zone;

(ii) cause any other person or allow an invitee to park or stand a vehicle in the Shared Zone;

(iii) leave any object within the Shared Zone; or

(iv) do anything that obstructs the Shared Zone, except during the course of using the Shared Zone in accordance with **by-law 39.2(a)**.

(c) Owners and Occupiers must:

(i) comply with the directions of the Owners Corporation in connection with access to and use of the Shared Zone; and

(ii) comply with all Rules relating to the use of the Shared Zone.

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(d) If an Owner or Occupier does not comply with **by-laws 39.2(a) to 39.2(c)** then the Owners Corporation may remove from the Shared Zone any vehicle or object left by the Owner or Occupier in accordance with regulation 34 of the *Strata Schemes Management Regulations 2016*.

40 FIRE SAFETY

(a) An Owner or Occupier must not do anything, or permit any invitee of that Owner or Occupier, to do anything in their Lot, or elsewhere in the Strata Parcel, that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in their Lot, or elsewhere in the Strata Parcel, including interfering with any smoke detector or smoke alarm, or using or interfering with any fire hydrant or any other firefighting or fire safety equipment, except in the case of an emergency.

(b) If an Authorised Fire Officer gives a notice to the Owners Corporation requiring access to a Lot or Lots, each affected Owner or Occupier must comply with that notice and allow access to their Lot at the time and date notified to that Owner or Occupier by the Owners Corporation.

(c) If an Owner or Occupier fails to comply with **by-law 40(b)** and as a result, the Authorised Fire Officer is required to attend the Lot to carry out the inspection on another occasion, the Owner or Occupier, as applicable, of the Lot is liable for and must pay the costs of any subsequent attendance by the Authorised Fire Officer and the Owners Corporation may recover such costs from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation.

(d) In order to comply with the relevant Australian Standard at the date of registration of the Strata Plan, an Owner or Occupier whose Lot comprises a space for the storage of items (**Storage Space**) must not store items within 500 mm of any fire sprinkler heads within the Storage Space.

(e) An Owner or Occupier, once notified by the Owners Corporation, must comply with any changes to the relevant Australian Standard referred to in **by-law 40(d)**.

41 EXTERNAL FLOORING

(a) An Owner is responsible, at its expense, for the proper maintenance of and keeping in a state of good and serviceable repair any External Flooring within its Lot (**Affected Lot**).

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(b) An Owner or Occupier of an Affected Lot must ensure that any External Flooring is regularly cleaned so as to prevent any dust, hair, vegetal or other material entering any floor waste drain in the proximity of the External Flooring.

(c) An Owner or Occupier of an Affected Lot must not, except with the prior consent of the Owners Corporation, remove or replace External Flooring or otherwise interfere with, or damage, any protective membrane located beneath External Flooring.

(d) An Owner or Occupier of an Affected Lot must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out the Owner's or Occupier's, as applicable, failure to comply with this **by-law 41**.

42 SERVICE OF DOCUMENTS BY EMAIL

A document may be served on an Owner or Occupier by email if:

(a) the Owner or Occupier has given the Owners Corporation an email address for the service of documents;

(b) the document is sent by email to that email address; and

(c) the sending party's electronic equipment:

(i) reports that the email has been sent; and

(ii) does not report receipt of a failure notice.

43 REIMBURSEMENT OF OWNERS CORPORATION

(a) If any part of the Common Property, or any personal property of the Owners Corporation, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Strata Management Act, recover from the Owner of the relevant Lot, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.

(b) If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any:

(i) emergency service agency (such as the fire brigade); or

(ii) service provider,

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is required to and attends the Strata Building and, as a result of that attendance, a charge is imposed on, or any costs incurred by, the Owners Corporation, the Owners Corporation may recover the amount of that charge or those costs, as applicable, from the relevant Owner as a debt due and payable to the Owners Corporation.

(c) If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation is put in a position of breach or possible breach of any of its insurance policies, and as a result of that breach, the Owners Corporation incurs costs, the Owners Corporation may recover such costs from the relevant Owner as a debt due and payable to the Owners Corporation.

(d) If as a result of a breach of these by-laws by an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation incurs any expense or loss, the Owners Corporation may recover such costs from the relevant Owner as a debt due and payable to the Owners Corporation.

(e) If the costs incurred by, or the charges imposed on, the Owners Corporation, as described in **by-law 43(a), by-law 43(b), by-law 43(c)**, and **by-law 43(d)** are not reimbursed in full to the Owners Corporation within one month after the date on which notice of those costs or charges has been given to the relevant Owner, the Owner will be liable for and must pay interest on the applicable costs or charges (or so much of them that remain unpaid) at the Interest Rate until the costs or charges are reimbursed in full.

(f) If any costs, charges or interest referred to in this **by-law 43** remain unpaid, the Owners Corporation may include reference to that debt on notices issued in respect of the Lot under section 109 of the Strata Management Act.

44 ACCESS THROUGH LOTS

44.1 Owners Corporation and Strata Building Manager may have access

(a) The Owners Corporation and the Strata Building Manager, by each of their respective agents, employees and/or contractors and, with or without tools and materials may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

(i) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

(ii) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any Authority;

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(iii) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

(iv) carrying out work required to be carried out by the Owners Corporation in accordance with its rights and obligations in these by-laws;

(v) carrying out work required to be carried out by the Committee in accordance with its rights and obligations in the Strata Management Statement;

(vi) accessing common property planter boxes; and

(vii) accessing anchor points attached to Common Property adjacent to or near the Lot.

44.2 Obligation on Owners and Occupiers

(a) Owners and Occupiers must permit the Owners Corporation and the Committee to temporarily store any necessary equipment or material on their Lot in order for the Owners Corporation and the Committee to undertake their respective functions in this by-law.

(b) Owners and Occupiers must not obstruct or hinder the Owners Corporation or the Strata Building Manager in the exercise of their respective functions in this by-law.

(c) If access is required through a Car Space then the Owner or Occupier must temporarily move any vehicle from the Car Space if requested to do so by the Owners Corporation or the Committee.

45 NOTICE BOARD

(a) The Owners Corporation may install and keep in an appropriate location within the Common Property a notice board (**Notice Board**).

(b) It is intended that, if installed, the Owners Corporation use the Notice Board to display copies of notices of meetings of the Owners Corporation and of the Strata Committee, the minutes of such meetings and any other notices or information which the Owners Corporation considers appropriate to be displayed.

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46 INSTALLATION OF BOLLARDS

An Owner whose Lot includes a Car Space has:

(a) the special privilege to install a bollard within the Car Space to prevent unauthorised parking; and

(b) the right of exclusive use and enjoyment of that part of the Common Property to which the bollard is attached under **by-law 46(a)**,

on the following conditions:

(c) the bollard must be in a form specified by the Owners Corporation and installed in a proper and workmanlike manner, by an appropriately qualified and reputable contractor;

(d) the Owner must promptly repair any damage to Common Property caused as a result of the Owner exercising rights under this **by-law 46**;

(e) the Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the bollard; and

(f) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property to which the bollard is attached.

47 CONCIERGE SERVICES

47.1 Entry into agreement

The Owners Corporation may enter into an agreement with an appropriately qualified person (**Concierge Operator**) to provide concierge services for the Strata Building (**Concierge Services**). The Concierge Operator would provide the Concierge Services from the various ground floor lobby areas of the Strata Building.

47.2 Provisions of agreement

The provisions of the agreement for Concierge Services will be determined by the Owners Corporation having regard to the extent of the services required at any time and include details of the services to be provided, the term of the agreement, the calculation of remuneration, the right of assignment by the Concierge Operator and the right of termination by the Owners Corporation and by the Concierge Operator.

48 GYM

(a) Subject to all other by-laws in this instrument, an Owner or Occupier must:

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(i) use the Gym only during the hours of 6am and 9pm daily or the hours as otherwise determined by the Owners Corporation in its absolute discretion;

(ii) promptly notify the Strata Building Manager of any damaged or malfunctioning equipment in the Gym; and

(iii) use the Gym at their own risk.

(b) Subject to all other by-laws in this instrument, an owner or occupier must not:

(i) permit any child under the age of 16 years in the Gym unless accompanied by an adult exercising effective control; or

(ii) bring animals into the Gym unless they are necessary to aid a person with a disability.

49 RESIDENTS FACILITIES

49.1 General

(a) Subject to all other by-laws in this instrument, an Owner or Occupier must:

(i) use the Residents Facilities only during the hours of 6am and 10pm daily or the hours as otherwise determined by the Owners Corporation in its absolute discretion;

(ii) promptly notify the Strata Building Manager of any damaged fixtures or furniture in the Residents Facilities;

(iii) accompany their invitees at all times within the Residents Facilities;

(iv) ensure that they and all their invitees wear appropriate attire at all times in the Residents Facilities; and

(v) use the Residents Facilities at their own risk.

(b) Subject to all other by-laws in this instrument, an owner or occupier must not:

(i) permit any child under the age of 16 years in the Residents Facilities unless accompanied by an adult exercising effective control; or

(ii) engage in ball games, music, noisy or hazardous activities in the Residents Facilities;

(iii) bring animals into the Residents Facilities unless they are necessary to aid a person with a disability.

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49.2 Private functions in the Residents Facilities

(a) If an Owner or Occupier wishes to host a party, gathering or meeting in any area of the Residents Facilities, the Owner or Occupier must:

(i) obtain the prior approval of the Owners Corporation; and

(ii) if the Owners Corporation so requests:

(A) pay to the Owners Corporation in cleared funds a bond in an amount specified by the Owners Corporation, which bond may be used by the Owners Corporation to effect any repair or replacement of Common Property damaged by the Owner or Occupier; and

(B) pay to the Owners Corporation a fee for cleaning expenses.

(b) If an Owner or Occupier hosts a party, gathering or meeting in any area of the Residents Facilities each of the Owner and Occupier indemnifies the Owners Corporation against any claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the use of the Residents Facilities.

(c) If, in the opinion of the Owners Corporation, the event might interfere with the quiet enjoyment of other Owners or Occupiers or interfere with the ease, use or amenity of the Residents Facilities, the Owners Corporation may, without limitation, do all or any of the following:

(i) restrict the number of visitors using the Residents Facilities at any one time;

(ii) require the Owner or Occupier to employ security guards for the duration of the event;

(iii) require the Owner or Occupier to employ other staff for the duration of the event;

(iv) restrict the hours that the Owner or Occupier may use the Residents Facilities for the event; and

(v) restrict the use of the Residents Facilities for the event to a specified area which may be designated by the Owners Corporation at its absolute discretion.

50 DELIVERY OF FOOD

If an Owner or Occupier orders food to be delivered to their Lot, then the Owner or Occupier:

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(a) must not permit the food delivery personnel access beyond the lobby of the Building; and

(b) must not allow the food delivery personnel to use the lifts, stairwells or corridor areas of the Common Property.

51 AIR CONDITIONING SYSTEM

(a) The Owner of a Lot, where an Air Conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

(i) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 51** and the use of the Air Conditioning System;

(ii) the Owner must comply with all requirements of any Authority in connection with the Air Conditioning System;

(iii) the Owner is responsible for the running costs of the Air Conditioning System;

(iv) the Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Air Conditioning System;

(v) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and

(vi) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

(b) The only Air Conditioning System permitted to be used in a Lot is the ducted Air Conditioning System servicing the Lot on the date of registration of the Strata Plan. No other Air Conditioning System or alternative air conditioning system is permitted to be installed in a Lot.

(c) It is intended that, for the purpose of air conditioning to the Strata Building as a whole, thermal energy, in form of chilled water and heating hot water, is provided to the Strata Building via infrastructure within the Common Property from the central thermal plant constructed within Central Park.

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52 MECHANICAL VENTILATION SYSTEM

The Owner of a Lot where a Mechanical Ventilation System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Mechanical Ventilation System on the following conditions:

(a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 52** and the use of the Mechanical Ventilation System;

(b) the Owner must comply with all requirements of any Authority in connection with the Mechanical Ventilation System;

(c) the Owner is responsible for the running costs of the Mechanical Ventilation System;

(d) the Owner is responsible for the maintenance of, and keeping in a state of good and serviceable repair, the Mechanical Ventilation System;

(e) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and

(f) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Mechanical Ventilation System.

53 SPECIAL BY-LAW

53.1 The Owners Corporation by resolution in general meeting may delegate to the Strata Committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Management Act) and of imposing conditions on such approval.

53.2 The Owners Corporation in like manner may revoke any such delegation.

53.3 The Owners Corporation may continue to exercise its functions under s.110 of the Strata Management Act, despite any such delegation.

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ATTACHMENT 1

1 The creation, entering into, making, granting, acquisition, disposal or dedication of:

(a) easements, restrictions on the use of land and positive covenants;

(b) leases, agreements and arrangements;

(c) rights and privileges; and

(d) land,

by the Proponent or any other person.

2 The variation, release, surrender or otherwise bringing to an end of:

(a) easements, restrictions on the use of land or positive covenants;

(b) leases, agreements or arrangements; or

(c) rights and privileges,

by the Proponent or any other person.

3 Issues arising in connection with:

(a) the construction within the Building of one or more electricity substation premises (**Substation Premises**);

(b) the grant to the relevant energy authority by the Proponent or any other person of a lease of the Substation Premises; and

(c) the grant to the relevant energy authority by the Proponent or any other person of easements and other rights and privileges in connection with the Substation Premises.

4 Issues arising in connection with the Proponent carrying out Development Activities.

In this paragraph **Development Activities** means:

(a) any form of demolition work, excavation work, landscaping work or general fit-out work within Central Park, including within the Building;

(b) any form of building work or work ancillary to or associated with building work within Central Park, including within the Building, including the installation of services;

(c) any form of work other than the forms of work referred to in **paragraphs (a)** and **(b)** of this definition that is considered necessary or desirable by the

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Proponent, including carrying out any other works associated with or ancillary to the development and subdivision of Central Park, including the Building;

(d) placing on, erecting on or attaching to parts of Central Park, including the Building, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;

(e) the subdivision of land forming part of Central Park, including the Building; and

(f) the dedication of land forming part of Central Park, including the Building.

5 Issues arising in connection with the management of the Building.

6 The creation of Committee Rules.

7 The adoption of Codes by the Committee.

8 The operation of:

(a) the Strata Management Statement;

(b) the Management Plans;

(c) Codes; and

(d) Committee Rules.

9 The variation of:

(a) the Strata Management Statement;

(b) the Management Plans;

(c) Codes;

(d) Committee Rules; and

(e) the Schedule of Facilities.

10 The appointment of a Representative and an Alternative Representative.

11 Issues in connection with the entering into, ratification and operation, as applicable, of:

(a) the Committee's agreement with a Facilities Manager;

(b) any arrangements with the Recycled Water Plant Operator;

(c) any arrangements with the Central Thermal Plant Operator;

(d) any arrangements for the provision of Concierge Services; or

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(e) any other agreements or arrangements considered by the Proponent, acting in good faith and reasonably, to be necessary or desirable.

12 Issues in connection with the registration of a strata plan in respect of another part of the Building, including the lodgement of a further strata management statement, or a document amending the Strata Management Statement and the execution of such.

13 Issues arising in connection with obtaining consent from any relevant Authority for the development of any part of Central Park, including the Building.

14 Attaching structures and services to structures and services previously constructed or installed and the construction and installation of further services in the Building, or any other part of Central Park, by or on behalf of the Proponent.

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9 March 2026

Infotrack Pty Limited

Reference number: **8005078292**

Property address: **U 516/85 O'Connor St Chippendale NSW 2008**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

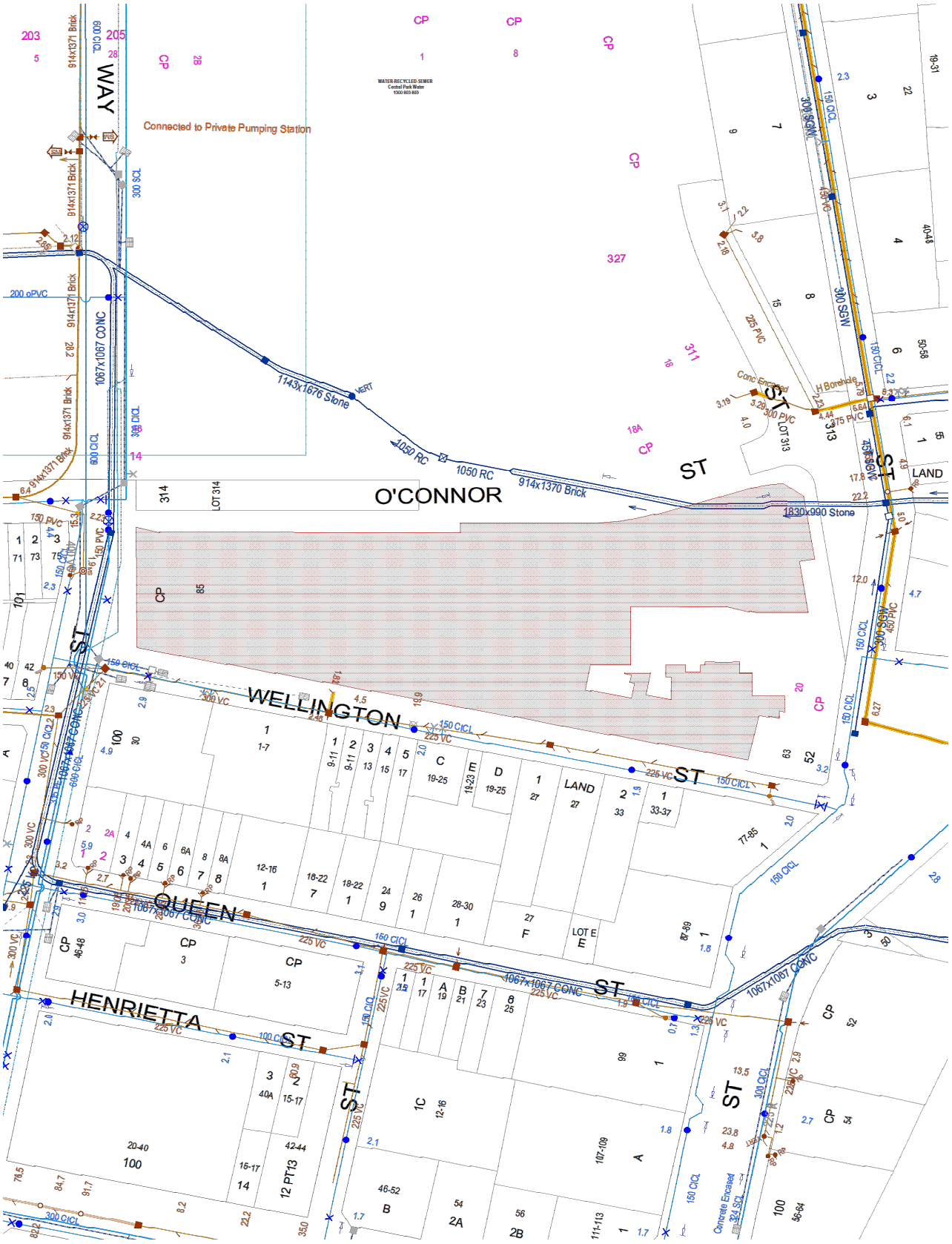
The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Service Location Print

Application Number: 8005078291



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.5
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details

Boundary Line
Easement Line
House Number — 25, 6, 26, 8, 27, 10, 28, 12
Lot Number
Proposed Land
Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

CITY OF SYDNEY

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

+61 2 9265 9333
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

INFOTRACK PTY LIMITED
GPO BOX 4029

SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Applicant:	INFOTRACK PTY LIMITED
Your reference:	16123
Address of property:	85 O'Connor Street , CHIPPENDALE NSW 2008
Owner:	THE OWNERS - STRATA PLAN NO 95304
Description of land:	Lots 1-295 SP 95304, Lot 51 DP 1230037
Certificate No.:	2024321963
Certificate Date:	9/03/26
Receipt No:	APC-585011
Fee:	$69.00
Paid:	9/03/26

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

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

CERTIFICATE ENQUIRIES:
Ph: 9265 9333

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

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).

DEVELOPMENT CONTROLS

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

ZONING

Zoned City Edge in Central Sydney –Sydney Local Environmental Plan 2005.

Chapter 2 Part 2 Clause 39

(1) Development may be carried out without development consent within the City Edge zone if it is exempt development.

(2) Within the City Edge zone, development (including use of land for the purpose of advertisements, advertising structures and temporary uses) may be carried out, but only with development consent.

(3) Development for the purpose of amusement centres is prohibited on land in the Oxford Street area shown shaded in Schedule 9.

(4) Development for the purpose of brothels is prohibited in the City Edge zone.

Chapter 2 Part 2 Clause 34 Development near zone boundaries

(1) This Clause applies to land that is within 5 metres of the boundary between two zones.

(2) Land to which this clause applies may, with development consent, be developed for any purpose for which land in the adjoining zone may be developed if the development would be prohibited in the absence of this clause.

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

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

Planning Proposal: Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023

This Planning Proposal – Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023 (planning proposal) details the intent and justification for the proposed amendments to Sydney LEP 2012 and Sydney Local Environmental Plan 2013 (Green Square Town Centre) 2013 and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (Green Square Town Centre LEPs).

Sydney Development Control Plan 2012: Policy and Housekeeping - Amendments

The purpose of this draft development control plan (DCP) is to amend the Sydney Development Control Plan 2012 with updates to better support the City's strategic priorities of housing, greening, parking, sustainability and amenity.

Draft Sydney Development Control Plan 2012: All-electric development

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development Control Plan 2012 to insert new provisions that:

(a) continue to restrict the use of indoor gas appliances (cooktops, ovens and space heaters) in new residential accommodation for applications lodged after 31 December 2025;

(b) require the erection of new prescribed office premises, residential accommodation, prescribed hotel or motel accommodation and prescribed serviced apartments to be fully electric for applications lodged after 31 December 2026;

(c) clarify how the all-electric requirement applies to food and drink premises within affected development; and

(d) clarify how development applications can demonstrate that a building is designed to support all-electric appliances and systems.

Planning Proposal - Affordable Housing Contributions Review - Sydney Local Environmental Plan 2012, Sydney Local Environmental Plan (Green Square Town Centre) 2013, Sydney Local Environmental Plan (Green Square Town Centre - Stage 2) 2013 and Draft City of Sydney Affordable Housing Program 2024

The City is proposing changes to the City of Sydney affordable housing program which applies to all development applications in our local area. The proposed changes will:

- increase the equivalent cash contribution rates (dollar rates);
- require the local government area wide contribution to be a cash contribution, and remove the option to dedicate built dwellings
- simplify the rezoning contribution requirement and require the dedication of built dwellings where appropriate.

HERITAGE

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

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

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

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au or https://legislation.nsw.gov.au/browse/inforce

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This state-wide Policy outlines development standards for exempt and complying development codes in New South Wales. Exempt development is a type of development which is of minimal environmental impact that may be carried out without the need for development consent. Complying development is a type of development that may be carried out in accordance with a complying development certificate.

State Environmental Planning Policy (Housing) 2021

This state-wide Policy provides additional planning provisions for types of residential development including:
- affordable and diverse housing such as boarding houses, co-living housing, build-to-rent, housing for seniors and people with a disability, caravan parks, and temporary emergency accommodation
- design of residential apartment development
- transport oriented development
- low and mid rise housing

State Environmental Planning Policy (Planning Systems) 2021

This state-wide Policy provides pathways for the declaration of:
- State significant development
- State significant infrastructure
- critical State significant infrastructure
- regionally significant development.

It also provides controls for development carried out on land owned by Aboriginal Land Councils.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This state-wide Policy provides additional planning provisions for the clearing of vegetation in non-rural areas, protection for bushland in public open space zones, and for development within the Sydney Harbour Catchment.

State Environmental Planning Policy (Resilience and Hazards) 2021

This state-wide Policy provides additional planning provisions for hazardous and offensive industries, and for development within the coastal zone, including coastal wetlands, the coastal environment area and the coastal use area.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This state-wide Policy provides additional planning provisions for infrastructure in New South Wales, including:
- cemeteries
- data centres
- educational establishments and child care facilities
- electricity generation, transmission or distribution
- emergency services
- flood mitigation and waterway management
- health services
- parks
- government buildings
- roads, railways and ports
- sewerage
- waste management
- water supply

State Environmental Planning Policy (Industry and Employment) 2021

This state-wide Policy provides additional planning provisions for advertising and signage.

State Environmental Planning Policy (Resources and Energy) 2021

This state-wide Policy provides additional planning provisions for mining, petroleum and other extractive industries (including sand, gravel, clay, turf, soil, rock, stone or similar).

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

This state-wide Policy provides additional planning provisions for State Significant Precincts within the City of Sydney including Darling Harbour, Walsh Bay, Redfern-Waterloo-Eveleigh, Moore Park, Sydney Opera House, Barangaroo and the Sirius building in the Rocks.

State Environmental Planning Policy (Sustainable Buildings) 2022

This state-wide Policy establishes minimum energy use and water performance standards performance standards for residential and non-residential buildings.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021	**YES**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**NO**
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**

Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – Adopted 26 June 2023.

- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au

(4) Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: ***If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Industrial and Business Buildings Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Industrial and Business Buildings Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES.**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Industrial and Business Buildings Code).	**NO**
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	**NO**
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*.	**NO**
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	**NO**
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	**NO**

▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	**NO**
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	**NO**
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	**NO**
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	**NO**
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	**NO**
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	**NO**
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	**NO**
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	**NO**

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(5) Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: ***If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

(1)

(a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is** affected by a road widening and/or road realignment detailed as follows:

SPLAY NE CNR BALFOUR STREET AND WELLINGTON STREET SPLAY NW CNR OF KENSINGTON STREET & WELLINGTON STREET APPROVED BY RESOLUTION OF COUNCIL ON 11.08.1980.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

YES

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

YES

(3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Flood Risk Management Manual* (ISBN 978-1-923076-17-4) published 30 June 2023 by the NSW Government.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

(a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and

(b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotroplis

Not Applicable.

(21) Development consent conditions for seniors housing

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

(22) Site compatibility certificates and development consent conditions for affordable rental housing

(1) The land to which the certificate relates is not subject to a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, and is not

subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.

(3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

(4) In this section:

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

(23) Water or sewerage services

Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

(24) Special entertainment precincts

The land to which the certificate relates is not located within a Special Entertainment Precinct within the meaning of the Local Government Act 1993. If you would like more information visit https://www.planning.nsw.gov.au/policy-and-legislation/night-time-economy/special-entertainment-precincts

(25) Interim development in future infrastructure corridors

Section 4.7A of the State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to any land within the City of Sydney.

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.*Planning certificate section 10.7 (2), local planning controls are available are available online at* www.cityofsydney.nsw.gov.au

General Enquiries:
Telephone: 02 9265 9333

Town Hall House
Level 2
Town Hall House
456 Kent Street
Sydney

9am – 5pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

Standard form from 19 May 2025

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit nsw.gov.au/fair-trading before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT WAS MADE ON 13/12/2025 **AT** 316 85 O'Connor St Chippendale NSW 2008

BETWEEN

Landlord Name (1): Duo Li

Landlord Name (2):

Landlord telephone number and other contact details: C/-Agent 0402 734 193 (Paul)

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Note: *The above information **must** be provided for landlord(s), whether or not there is a landlord's agent.*

Address for service of notices (can be an agent's address):

Level 9 Tower A The Zenith 821 Pacific Hwy

Suburb: Chatswood State: NSW Postcode: 2067

Note: *The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent.*

Tenant Name (1): Yiheng Wang

Tenant Name (2): Chi Nga Chong

Tenant Name (3):

All other tenants here:

FT6600_190525

Address for service of notices (if different to address of residential premises):

Suburb: State: Postcode:

Contact details:

0416653895 and isabellawang2006925@gmail.com

Landlord's agent details: (If applicable)

Agent name:

Talent Realty

Business address for service of notices:

Level 9 Tower A The Zenith 821 Pacific Hwy

Suburb: Chatswood State: NSW Postcode: 2067

Contact details: (This must include a telephone number)

0402 734 193 (Paul)

Tenant's agent details: (If applicable)

Agent name:

Business address for service of notices:

Suburb: State: Postcode:

Contact details:

Term of agreement:

☐ 6 months ☑ 12 months ☐ 2 years ☐ 3 years ☐ 5 years

☐ Other (please specify): ☐ Periodic (no end date)

starting on 05/01/2026 and ending on 04/01/2027 (Cross out if not applicable) *dd/mm/yyyy*

Note: *For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.*

Residential premises:

The residential premises are (Insert address):

316/85 O'Connor St, Chippendale, NSW 2008

The residential premises include:

Parking

(Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.)

FT6600_190525

Rent:

The rent is $: 1,400

Rent must be paid per:

☑ week ☐ fortnight ☐ Other (Insert description of payment frequency):

Day rent must be paid: In advance Date first rent payment is due: *dd/mm/yyyy*

Note: *The landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.*

Rent must be paid by:

☑ approved electronic bank transfer (such as direct debit, bank transfer or BPAY)

☐ Centrepay

☐ Other

Note: *The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay.*

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method:

Account name: Talent Realty Rental Trust BSB: 032 062 Account number: 718866

Note: *The landlord, or landlord's agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.*

Rental Bond

(Cross out if there is not going to be a bond):

A rental bond of $: 5,600 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☑ NSW Fair Trading through Rental Bond Online.

Note: *All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.*

FT6600_190525

Important Information

Maximum number of occupants

No more than 4 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs:		Telephone:	
Plumbing repairs:		Telephone:	
Other repairs:		Telephone:	

Water usage

Will the tenant be required to pay separately for water usage?

☑ Yes ☐ No

Only if this is appliable on the water rate

If yes, see clauses 12 and 13.

Owner to pay Fixed charges as per water rate and Tenant to pay Usage charges

Utilities

Is **electricity** supplied to the premises from an embedded network?

☑ Yes ☐ No

Is **gas** supplied to the premises from an embedded network?

☐ Yes ☑ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarms

☑ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☑ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☑ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☑ Yes ☐ No

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Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☑ Yes ☐ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically (Cross out if not applicable)

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note: *You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.*

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☑ Yes ☐ No

If yes, see clause 50.

(Specify email address to be used for the purpose of serving notices and documents.)

C/-Agent

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

☑ Yes ☐ No

If yes, see clause 50.

(Specify email address to be used for the purpose of serving notices and documents.)

isabellawang2006925@gmail.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

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The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under ***'Residential premises'*** on page 2 of this agreement.

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
   - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
   - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
   - 3.1 to pay rent on time, and
   - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date, and
   - 3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.
4. **The landlord agrees:**
   - 4.1 to not require the tenant to pay more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
   - 4.2 to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and , if chosen by the tenant, to enable payment by that method, and
   - 4.3 to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
   - 4.4 that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and
   - 4.5 to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
   - 4.6 to accept payment on unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
   - 4.7 to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
   - 4.8 if rent is paid by cheque – to make a rent receipt available for collection by the tenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and
   - 4.9 if rent is not paid by cheque and is paid in person – to give a rent receipt to the tenant, and
   - 4.10 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by tenant, unless the landlord has previously provided a statement for the same period.

   Note: *The requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.*

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.
6. **The landlord and the tenant agree** that the rent may not be increased more than once in any 12-month period.

   Note: *The period of 12 months includes the time during which a previous residential tenancy agreement was in force if –*
   - *(a) this agreement is a renewal or replacement of the previous agreement, and*
   - *(b) the landlord and at least one tenant are the same for both agreements, and*
   - *(c) under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.*
7. **The landlord and the tenant agree:**
   - 7.1 that the increased rent is payable from the day specified in the notice, and
   - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
   - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

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RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
   - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
   - 8.2 cease to be lawfully usable as a residence, or
   - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees to pay:**
    - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
    - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
    - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

    Note 1: *Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*

    Note 2: *Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

    - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
    - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
    - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
    - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
    - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
    - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
11. **The tenant agrees to pay:**
    - 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
    - 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

    Note: *Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

    - 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
    - 11.4 all charges for pumping out a septic system used for the residential premises, and
    - 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
    - 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
      - 11.6.1 are separately metered, or
      - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

    Note: *Separately metered is defined in section 3 of the Residential Tenancies Act 2010.*
12. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
    - 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
    - 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
    - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

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12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. **The landlord agrees:**

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. **The landlord agrees:**

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. **The tenant agrees:**

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. **The tenant agrees:**

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who*

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is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. **The landlord agrees:**

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1: *Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

a) are structurally sound, and

b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

c) have adequate ventilation, and

d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2: *Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:*

a) are in a reasonable state of repair, and

b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and

c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and

d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: *The type of repairs that are urgent repairs are defined in the Residential Tenancies Act 2010 and are defined as follows:*

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(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. **The landlord agrees:**
    - 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
    - 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. **The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. **The landlord and tenant agree:**
    - 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
    - 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
    - 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
    - 24.2 if the Civil and Administrative Tribunal so orders,
    - 24.3 if there is good reason for the landlord to believe the premises are abandoned,
    - 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
    - 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
    - 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
    - 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
    - 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
    - 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
    - 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
    - 24.11 if the tenant agrees
25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
    - 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
    - 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
    - 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
    - 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person

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other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

    Note: *See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.*

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

    30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

    30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and

    30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

    30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

    30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

    30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

    Note: *The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

    32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

    32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

    32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

    32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

    32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. **The tenant agrees:**

    33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

    33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. **The landlord and the tenant agree** that:
    - 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
    - 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
    - 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
    - 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

    Note: *Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*
36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**
    - 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
    - 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
    - 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
    - 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
    - 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

(Cross out clauses if not applicable)

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

(Cross out clauses if no rental bond is payable)

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
    - 41.1 details of the amount claimed, and
    - 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
    - 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees** to:
    - 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979 if that Act* requires

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them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1: *Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.*

Note 2: *Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

Note 3: *A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.*

Note 4: *Section 64A of the Act provides that a smoke alarm includes a heat alarm.*

43. **The tenant agrees:**

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note: *Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

44. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note: *The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.*

SWIMMING POOLS

(Cross out this clause if there is no swimming pool)

45. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

(Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots)

46. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note: *A swimming pool certificate of compliance is valid for 3 years from its date of issue.*

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LOOSE-FILL ASBESTOS INSULATION

47. **The landlord agrees:**

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. **The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. **The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. **The landlord and the tenant agree:**

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. **The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note: *Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

52. **The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

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Note: *Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.*

LANDLORD'S CONSENT FOR PETS

53. **The landlord and the tenant agree –**

53.1 the tenant may keep an animal at the residential premises with the landlord's consent, and

Note: *The tenant does not need the landlord's consent to keep an assistance animal at the residential premises.*

53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and

53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54. **The landlord agrees:**

54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and

54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and

54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the *Residential Tenancies Act 2010*, section 73F, and

54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

Note: *The Residential Tenancies Act 2010, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.*

54.5 if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

TERMINATION

55. **The landlord and the tenant agree** to only end this agreement in accordance with the *Residential Tenancies Act 2010* and the Residential Tenancies Regulation 2019.

ADDITIONAL TERMS

(Additional terms may be included in this agreement if –

(a) both the landlord and the tenant agree to the terms, and

(b) the terms do not conflict with the *Residential Tenancies Act 2010*, the Residential Tenancies Regulation 2019 or any other Act, and

(c) the terms do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE).

Insert any other agreed additional terms here. Attach a separate page if necessary.

ADDITIONAL TERMS – PETS

(Cross out these clauses if not applicable. Clauses 57-59 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.)

56. **The landlord agrees** the tenant may keep the following animal at the residential premises:

Insert description of animal

1 Dog

57. (*If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises*). **The tenant agrees** to have the carpet professionally cleaned, or to pay the cost of having the carpet professionally cleaned, at the end of the tenancy if cleaning is required because the animal has been kept inside at the premises during the tenancy.

58. (*If the animal is a mammal and will be kept inside at the premises*). **The tenant agrees** to have

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the premises professional fumigated, or to pay the cost of having the premises professional fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.

59. (*If the animal is a type of animal that is not normally kept inside*). **The tenant agrees** to take reasonable steps to prevent the animal being inside the premises.

Notes

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loosefill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the **agreement continues in force on the same terms as a periodic agreement unless the agreement** is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending this agreement

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The *Residential Tenancies Act 2010* sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. Notice for ending fixed term agreement

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. Notice for ending periodic agreement

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. Warning

It is an offence for a person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

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The landlord and the tenant enter into this agreement and agree to all its terms

Note: *Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent:

Paul Liao

Signature of landlord/agent:

Paul Liao Digitally signed by Paul Liao DN: cn=Paul Liao gn=Paul Liao c=AU Australia l=AU Australia o=Talent Realty ou=Talent Realty e=info@talentrealty.com.au Reason: I am the author of this document Location: Date: 2025-12-13 14:11+11:00 on the 13 day of 12 20 25

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the Landlord Information Statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent:

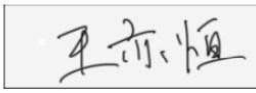
Paul Liao Digitally signed by Paul Liao DN: cn=Paul Liao gn=Paul Liao c=AU Australia l=AU Australia o=Talent Realty ou=Talent Realty e=info@talentrealty.com.au Reason: I am the author of this document Location: Date: 2025-12-13 14:11+11:00 on the 13 day of 12 20 25

SIGNED BY THE TENANT (1)

Name of tenant:

Yiheng Wang

Signature of tenant:

 on the 27 day of 12 20 25

SIGNED BY THE TENANT (2)

Name of tenant:

Chi Nga Chong

Signature of tenant:

on the 27 day of 12 20 25

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SIGNED BY THE TENANT (3)

Name of tenant:

Signature of tenant:

on the day of 20

SIGNED BY THE TENANT (4)

Name of tenant:

Signature of tenant:

on the day of 20

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the Tenant Information Statement published by NSW Fair Trading.

Signature of tenant:

on the day of 20

More information

For information about your rights and obligations as a landlord or tenant, contact:

(a) NSW Fair Trading on 13 32 20 or nsw.gov.au/fair-trading or

(b) Law Access NSW on 1300 888 529 or lawaccess.nsw.gov.au or

(c) your local Tenants Advice and Advocacy Service at tenants.org.au

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STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948.*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?
   (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. In relation to any swimming pool on the property or the parcel:
  (a) did its installation or construction commence before or after 1 August 1990?
  (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
  (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
  (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
  (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.
  (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
  (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  (c) Is the vendor aware of:
    (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    (iii) any latent defects in them?
  (d) Has the vendor any notice or knowledge of them being affected by the following:
    (i) any resumption or acquisition or proposed resumption or acquisition?
    (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    (v) any realignment or proposed realignment of any road adjoining them?
    (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.