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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Waterloo Real Estate Shop 2103/5 Sam Sing St Waterloo NSW 2017	**phone**: 0452501314 **ref**: Sabrina Wang /Jacky Lian
co-agent		
vendor	YUN XU	
vendor's solicitor	Tahota Law Firm Suite 1602 6 O'Connell Street Sydney NSW 2000	**phone**: 0430203787 **email**: angela.xu@tahotalaw.com.au **ref**: T26319
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 713 12 PAUL ST ZETLAND NSW 2017 LOT 321 STRATA PLAN SP93826 Folio Identifier 321/SP93826	
	☐ 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 _____ 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 Real Estate Service
Ste 103/28 Chandos St, St Leonards NSW 2065

1300 997 905

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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

Vendor:

Purchaser:

Guarantors:

Property:

These are the Special Conditions mentioned and referred to in the Contract for Sale of Land dated / /

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33. DEFINITIONS & INTERPRETATION

For the purposes of these Special Conditions, the word:

33.1 claim(s) means any claims (whether for compensation or otherwise) including actions, suits, causes of action (including any claim for costs), arbitrations, monies, debts, dues, costs, demands, verdicts, rights and judgments, either at law or in equity, whether arising by negligence or otherwise, or arising under the provisions of any statute;

33.2 loss means and includes losses, damages, cost, interest, fine, penalty, expense, judgment or order;

33.3 related to or **in relation to** includes arising out of, incidental to or in any way connected with;

33.4 include (in any form) does not limit the meaning of words or any list or items following.

34. VARIATIONS TO CONTRACT

The standard printed conditions to the 2026 Contract are amended by:

34.1. Clause 2.4.1: deleting the words “by giving cash (up to $2,000)”;

34.2. Clause 2.9: deleted;

34.3. Clause 5.1: deleted;

34.4. Clause 6: deleted;

34.5. Clause 7.1.1: deleting the words “5% of the price” and replacing these words with “One Dollar ($1.00)”;

34.6. Clause 7.2.1: deleting “10%” and replace to “1%”;

34.7. Clause 7.2.2: deleted;

34.8. Clause 7.2.3: amending to “If the Vendor confirm that the claim cannot settle by the parties, then the claims must be finalized 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*. The appointment of arbitrator will be commenced once the notice served by the Vendor to confirm and agree to this proceeding.”;

34.9. Clause 7.2.4: adding “To avoid doubt, the total amount claimed and costs of the purchaser must not exceed 1% of purchase price” at the end of the paragraph;

34.10. Clause 7.2.5: deleted;

34.11. Clause 7.2.6: deleting “3 months” and replace to “1 month”;

34.12. Clause 8.1.1: deleting the words “on reasonable grounds”;

34.13. Clause 8.2.2 and 8.2.3: delete;

34.14. Clause 9.3.1: adding “the mortgage cost, if applicable” at the end of paragraph;

34.15. Clause 10.1.10: adding clause 10.1.10 “if the tenant refuse or delay to vacant from the property which is not caused by the vendor’s default”;

34.16. Intend to leave it blank;

34.17. Clause 10.2: adding” or the inclusions are not in working order prior the date of the contract” at the end of paragraph;

34.18. Intend to leave it blank;

34.19. Clause 10.4: adding clause 10.4: “ The vendor will remove any exclusions, anything not included in the inclusions, or furniture from the property prior the settlement. The vendor will make good if any damage caused to the property by removal at the vendor’s cost. However, the purchaser cannot claim or make requisition if the colour of paint is different with other rooms or at the time of inspection for make good.”;

34.20. Clause 11.2: deleted;

34.21. Clause 14.4.2: deleted;

34.22. Clause 14.6: adding a paragraph at the end “ including surcharge of land tax”;

34.23. Clause 15: deleted;

34.24. Clause 16.4: adding a paragraph at the end “ The Purchaser shall not request the Vendor to further provide s47 showing no land tax on the property if the payment has been made on settlement.”;

34.25. Clause 17.1: delete and replace to “ The Vendor will give the Purchaser vacant possession of the *property* after completion if the transaction on PEXA platform is successfully and completed.”;

34.26. Clause 17.3:deleted;

34.27. Clause 18.7: deleting and replace to” The purchaser must pay agreed amount as rent and the adjustment will be the date of purchaser taking possession.”

34.28. Clause 18: inserting the following provision “18.8 The Purchaser cannot make any claim or requisition, delay completion or rescind the contract after entering into possession of the property”;

34.29. Clause 20.6: adding the following provision – “Clause 20.6.8 *Served* if it is sent by email to the party or party's solicitors, which is deemed received by the other party on the date shown on the email.";

34.30. Clause 23.5.2: deleting “but is disclosed in this contract”;

34.31. Clause 23.6: deleted and replacing with “ If a contribution is not a regular periodic contribution and is not disclosed in this contract, then the Purchaser is liable for all contributions determined on pro-rata base after the contract date.”;

34.32. Clause 23.9: deleted;

34.33. Clause 23.13: deleting the word “vendor” and replacing with “purchaser”;

34.34. Clause 23.14: deleting the word “purchaser” and replacing with “vendor” and deleting the last sentence;

34.35. Clause 23.17.1: deleting the word “must immediately” and replacing with “may”;

34.36. Clause 24.1.1: deleted;

34.37. Clause 24.3.2: adding “if the information is available or applicable” at the end of paragraph;

34.38. Clause 24.3.3: deleted;

34.39. Clause 24.4.3: deleting “at least 2 business days” and replacing to “on or prior settlement”

34.40. Clause 25-28: deleted.

34.41. Clause 30.9: deleting “by cash”;

34.42. Clause 30.11: deleted;

34.43. Clause 31.2: deleted;

The parties acknowledge and agree that this Special Condition shall prevail if there is any inconsistency between the Standard Condition and Special Condition.

35. CONDITION OF PROPERTY

35.1. Prior to signing this contract the Purchaser has been given an opportunity to conduct its own inspections/enquiries/investigations/surveys ***(“Enquiries”)*** of the Property and has either made enquiries relating to the Property or decided (based on its own enquiry and independent advice) not to make enquiries in relation to the Property. A reference to ***“the Property”*** in these special conditions includes all improvements, inclusions and services.

35.2. The Purchaser warrants that in entering into this contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to:

i. the Property (including the nature, quality, state of repair and condition);
ii. the area in which the Property is located;
iii. the suitability of the Property and improvements for use, purpose or development;
iv. the rights and privileges attaching to or affecting the Property;
v. accretion and/or erosion matters or issues;
vi. the presence or condition of any party/common wall or retaining wall;
vii. contamination and/or remediation matters or issues; or
viii. any other matters having or which may have effect (beneficial or otherwise) on the Property or the yield from the Property,

other than those that are expressly herein contained under this contract.

35.3. The Purchaser accepts the Property in its present state of repair and condition and subject to all faults and defects (whether latent or patent), and shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract, by reason of the state of repair or condition of or any defect in the Property, or any of the matters in sub-paragraph (b) above.

35.4. The Purchaser further warrants it has relied entirely on its own enquiries relating to the Property made by or on behalf of the Purchaser and that it has sought independent legal and financial advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.

35.5. The Purchaser warrants that neither the Vendor nor anyone on behalf of the Vendor makes any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose or otherwise in respect of the Property; or any financial return or income to be derived from the Property; or any redevelopment possibility or potential. The Purchaser has made its own enquiries and has satisfied itself in this regard. The Purchaser shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason of the above matters.

35.6. The Purchaser has made its own enquiries and has satisfied itself in relation to any environmental/contamination issues including but not limited to breaches of any environmental legislation, regulation or ordinance, leakage from any underground tanks or the presence of any contaminants on the Property and shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason thereof.

36. ENTIRE AGREEMENT

This agreement constitutes the entire contract between the parties hereto and the parties hereby

acknowledge that there are no other agreements, provisions, terms, warranties or conditions applicable to the transaction to which this agreement relates save for those referred to herein. This agreement may only be varied or modified (by way of collateral contract or otherwise) in writing under the hands of the parties hereto or their solicitors. If there is any consistency between Special Condition and Standard Condition, then Special Condition shall prevail.

37. AGENT

The Purchaser warrants that it was not introduced to the Property or the Vendor by a real estate agent other than the Vendor's agent as disclosed in this Contract. The Purchaser agrees to indemnify the Vendor against any claim for commission (including the Vendor's cost of defending such claim) which may be made by any real estate agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention. Both the warranty and indemnity in this clause do not merge on completion of this contract.

38. LAND TAX

Notwithstanding clause 14.4.2 of the standard printed conditions, Land Tax shall be adjusted based on the actual amount payable by the Vendor (whether on a multiple holding basis, on a special trust basis, or surcharge basis).
The Purchaser must not raise any requisition or request to delay or cancel the settlement, or claim any compensation, if the Vendor received a Notice of Land Tax Assessment or Settlement Letter issued by the Revenue NSW, and pay the amount on settlement. The Purchaser must not further request the Vendor and the Vendor has no obligation to provide a clear s47 certificate if the payment has been or will be made through the PEXA workspace successfully.

39. NOTICE TO COMPLETE

39.1. If the Purchaser is unable or unwilling to complete by the Completion Date, the Vendor shall be entitled at any time after the completion Date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days notice after the day immediately following the day on which the notice is served to the Purchaser or its solicitor. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The Sum of $440 shall be payable by the Purchaser at settlement to the Vendor solicitor for notice issued;

39.2. If the Vendor serves a Notice to Complete under this clause, the Vendor shall be able to amend or withdraw such notice and subsequently re-issue a further notice at any time; and

39.3. To avoid any doubt, the Purchaser is not entitled to issue the Notice to Complete, neither to charge any late penalty interest, if the Vendor is unable to complete on time. However, the Vendor will use best endeavor to complete on time.

40. LIQUIDATED DAMAGES

If for any reason not solely attributable to the Vendor the balance of the purchase monies and other money is payable to the Vendor, shall not be paid by the Purchaser to the Vendor by the completion date:

40.1. the Purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of 10% per annum on the balance of the purchase price and any other amount that the Purchaser requires to pay to the Vendor under this contract from the completion date until actual completion without prejudice to any of the Vendor's other rights herein;

40.2. the sum of 330.00 is payable by the Purchaser, by way of liquidated damages, to cover legal costs and other expenses incurred as a consequence of the delay;

40.3. If the Settlement Date is varied at the Purchaser's request, whether brought forward, delay or postponed, the Purchaser must pay the Vendor's solicitor a fee of $330 for the additional work associated with arranging such variation;

40.4. In the event of paper settlement, if a settlement date and place has been scheduled and reasonable arrangements have been made, but the Purchaser requests to reschedule the settlement to another date or place, the Purchaser shall pay the Vendor an extra sum of $220 at completion, to cover the legal costs and other expenses incurred as a consequence of

rearrangement of the settlement;

40.5. If an electronic settlement on PEXA has been scheduled, but Purchaser requests to switch to paper settlement, the Purchaser shall pay the Vendor an extra sum of $220 at completion, to cover the legal costs, settlement agent costs and other expenses incurred as a consequence of rearrangement of the settlement;

such sums being a genuine pre-estimate of the Vendors loss including those additional expenses, to be allowed by the defaulting Purchaser as an additional adjustment on settlement.

41. RESCISSION RIGHT

41.1. If the Purchaser (or if more than one, any one of them):

i. Being a company - has a receiver, manager, receiver and manager, liquidator (including a provisional liquidator), special investigator, statutory manager, administrator or similar person appointed (whether by a Court or other persons) concerning any of its property, assets, business or affairs;

ii. Being an individual - dies, becomes mentally ill or becomes bankrupt, or enters into a composition scheme or arrangement (whether formal or informal) with creditors;

iii. Assigns its property, assets, business or affairs for the benefit of its creditors;

then there shall be deemed to be an act of default by the Purchaser entitling the Vendor to rescind this Contract (whereupon the provisions of Clause 19 shall apply).

41.2. Notwithstanding anything else in this Contract, the Purchaser forfeits the deposit paid on exchange of this Contract if the Purchaser:

i. being a company and defaulting under this clause;

ii. being an individual and becoming bankrupt or enters into a composition scheme or arrangement (whether formal or informal) with creditors.

The Vendor shall be entitled in addition to such forfeiture and, in addition to any other legal remedy the Vendor may have, recover from the Purchaser as a liquidated debt an amount being the difference between the deposit paid on exchange of this Contract and 10% of the Contract Price. This clause shall not merge on completion.

41.3. Service of any notice upon the Purchasers solicitor/conveyancer noted in this Agreement shall be deemed to be valid and proper service.

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in Clause 1(d) of Schedule 3 Part 1 of the Conveyancing (Sale of Land) Regulations 2017 the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his Notice of Rescission.

42. SERVICES

Subject to any statutory right of rescission that may be available to the Purchaser, the Purchaser acknowledges and agrees that the Purchaser shall not make, nor be entitled to make, any objection, requisition or claim nor to refuse or delay completion, rescind or terminate, if it should be found that:

42.1. Any sewers, drains, pipes, cables, wires, water courses, common or party walls, retaining walls or other installations or things are on or pass through or over the Property or are used in common with any adjoining property or pass through any other property or whether there are any easements or rights in respect of such installations affecting the Property;

42.2. Any rainwater drainpipe is connected to the sewer;

42.3. Any boundary of the Property is not fenced or any boundary fence or wall is not on or within its boundary;

42.4. The Property is affected by any easement, whether for carriageway, services, drainage, support in respect of walls, party walls, or for any other purpose;

42.5. There is present on the Property any sewer manhole, vent, pipes, mains, connections, wires, channels or distributors with respect to any service.

43. BREACH OF STATUTORY WARRANTY BY VENDOR

43.1. If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Purchaser must, within seven (7) days of discovering that breach, notify the Vendor in writing of that breach.

43.2. If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Vendor may, before completion, serve a notice:

i. specifying the breach;
ii. requesting the Purchaser to serve a notice irrevocably waiving the breach (waiver); and
iii. indicating that the Vendor intends to rescind this contract if the waiver is not served within fourteen (14) days of service of the notice.

43.3. The Vendor may rescind if:

i. the Vendor serves a notice under special condition 43.2; and
ii. the Purchaser does not serve the waiver within the time required under the notice.

43.4. If the Purchaser serves a waiver before the Vendor rescinds under special condition 43.2, then the Vendor is no longer entitled to rescind under this special condition 43.

43.5. The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 other than the right of rescission conferred by that regulation.

44. GOODS AND SERVICES TAX (GST)

44.1. The Vendor and Purchaser agree that the sale of the Property under this Contract is a non-GST supply.

44.2. The Purchaser warrants that it is registered or required to be registered under Part 2.5 of the A New Tax System (Goods and Services) Act 1999 (as amended from time to time) and will continue to be so at all relevant times up to and including the day of the supply, if this sale is in related to a commercial property.

44.3. If:

i. the Vendor and Purchaser are mistaken, and the sale of the Property under this Contract is not a supply that satisfies the description in this special condition; or
ii. the Purchaser breaches the warranty given in this special condition;

then the Vendor may, by notice in writing to the Purchaser and at any time within five (5) years of the day of supply of the Property to the Purchaser, direct that the Price is to be increased as provided under this special condition, and the amount of that increase in the Price will constitute a debt due and payable by the Purchaser to the Vendor on demand (or as otherwise specified by the Vendor in the notice).

44.4. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time), ("**GST**") is payable by the Vendor in respect of the supply of the Property to the Purchaser, then the Price specified in this Contract ("**Original Price"**) is to be increased so that the Vendor receives an amount ("**Increased Price"**) which, after subtracting the GST liability of the Vendor on that Increased Price, results in the Vendor retaining the Original Price after payment of that GST liability. The Purchaser hereby indemnifies and shall keep indemnified the Vendor in respect of any GST liability that the Vendor might incur arising from this sale.

44.5. The Vendor will do all things reasonably available to it to minimise any increase in the Price under this special condition, and to assist the Purchaser to claim on a timely basis any input tax credits the Purchaser may be entitled to claim for the acquisition of the Property.

44.6. This special condition (including the warranty given) is enduring and survives the day of supply of the Property to the Purchaser and survives the termination of this Contract. The rights and obligations of the parties under this special condition endures for five (5) years from and including the day of supply of the Property to the Purchaser.

45. DEPOSIT

45.1. The deposit shall be 10% of the Contract Price to be held in the Vendor's agent's Trust Account and shall not be invested.

45.2. If the Vendor at the request of the Purchaser, has agreed to accept a sum less than 10% of the price, and the Purchaser has paid less than 10% deposit on the exchange of this Contract, the parties agree that the Deposit is to be paid by the Purchaser, in instalments, in the following manner:

i. Agreed amount of the part of the Deposit is payable on the date of this contract; and
ii. The balance of the 10% Deposit is payable on the earliest of
   (i) On completion of this Contract;
   (ii) Termination of this Contract due to the Purchaser's default; or
   (iii) At any other times when the deposit is forfeited or payable to the Vendor pursuant to this contract.

45.3. 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 not withstanding any law to the contrary. This clause shall not merge on completion. It is 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.

46. RELEASE OF DEPOSIT

The Purchaser agrees that the deposit once paid will be vested to the Vendor forthwith and the Vendor does not request the Purchaser to further authorise and effect such release by exchanging this contract for the purpose the Vendor may use the deposit:

46.1. as a deposit or part deposit on a property being purchased by the Vendor;

46.2. in payment of stamp duty on the contract and transfer for a property being purchased by the Vendor.

47. DOCUMENTS

47.1. The Vendor does not hold any:

- survey report
- building report/pest report;
- document concerning Council Approval;
- Home Owners Warranty;
- Building/Occupation Certificate;
- Certificate of Insurance/Certificate of Currency; or
- Depreciation Schedule;

and the Vendor shall not be required to obtain or produce such documents.

47.2. The Purchaser shall not be entitled to make any objection, requisition or claim (whether for compensation or otherwise), nor to delay or refuse settlement, nor to rescind or terminate this Contract by reason of the above disclosure and the Purchaser purchases the Property subject to this disclosure.

48. REQUISITION ON TITLE

The Purchaser acknowledges that the Vendor shall not be obliged to reply to the Purchaser's requisitions unless the requisitions served by the Purchaser are the same form as the copy annexed hereto within 3 days after the contract exchanged. Time is of the essence and the Purchaser's rights shall lapse upon expiry of the stipulated period.

49. ADDITIONAL AND INCORRECT CALCULATIONS

The parties agree that if, on completion, any appointment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation

to be payable within 7 business days after the receipt of such notice. This clause does not merge on completion.

50. DISCHARGE OF MORTGAGE

The Vendor shall not be required to register prior completion any Mortgage or Mortgages, Writ or Writs registered on the title to the subject property and/or remove any Caveat or Caveats and the Purchaser shall accept on completion a discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

51. POOL

The Vendor does not warrant that the swimming pool/spa on the property complies with the requirements imposed by the Swimming Pools Act 1992, Swimming Pools Amendment Act or any Regulations prescribed under any Act.

The Purchaser agrees that after completion the Purchaser will comply with any relevant requirements of the Act and regulations relating to access to the swimming pool/spa and the erection of a warning notice.

The Purchaser will not make requisition, objection or claim for compensation, rescind or terminate nor delay settlement in respect of the swimming pool (if any) or its fencing. Notwithstanding any other provision of this contract the Vendor will not be required to carry out any work to comply with any work order or notice issued by the relevant authorities.

52. NO CAVEAT

The Purchaser must not lodge a caveat for recording on the folio of the register for the Property.

53. GOVERNING LAW

This Contract is governed by and must be construed according to the laws of New South Wales.

54. NO SETTLEMENT BETWEEN CHRISTMAS PERIOD

Notwithstanding anything to the contrary contained in this agreement, the parties agree that if the completion date is scheduled to occur between the period of 22 December to 18 January of any given year, the completion date is rescheduled to the end of this period which is on the 19 January of the relevant year.

55. GUARANTEE

_____and _____ ***("the guarantors")*** confirm that in consideration of the Vendor entering into this Contract at the guarantors' request, the guarantors by the execution of this Contract hereby expressly agree (and where more than one guarantor, jointly and severally) that:

55.1. the guarantors hereby guarantee to the Vendor the due and punctual payment of all monies hereby agreed to be paid and the due and punctual performance by the Purchaser of all the Purchaser's covenants under this Contract. The guarantors agree to be principally liable to the Vendor for all the Purchaser's obligations under this Contract as if the guarantors were named as Purchasers.

55.2. the guarantors hereby indemnify the Vendor and agree at all times hereafter to keep the Vendor indemnified from and against all losses which the Vendor may suffer or incur in relation to any breach or non-observance by the Purchaser of any of the covenants in this Contract and the guarantors shall remain liable to the Vendor under this indemnity notwithstanding that as a consequence of such breach or non-observance the Vendor has exercised any of its rights hereunder including (but not limited to) its rights of rescission and/or termination and notwithstanding that the Purchaser (being a corporation) may be wound up and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.

55.3. the liability of the guarantors shall not be affected by the granting of time or other indulgence or concessions to the Purchaser or by the compromise, release, abandonment, waiver, variation or relinquishment of any of the rights of the Vendor against the Purchaser or by any neglect

or omission to enforce such rights or by any other act which under the law relating to sureties would or might but for this provision release the guarantors from any obligation. This guarantee shall be binding on the heirs, executors or administrators of the guarantors.

…… ……

Vendor **Purchaser**

…….. ..……..

Witness to Guarantors – Signature

…….. ……..

Witness to Guarantors – Print Name **Guarantors**

56. ELECTRONIC SIGNATURE AND EXCHANGE

56.1. The parties acknowledge and agree that this Contract may be executed:

a) in any number of counterparts and all the counterparts together shall make one instrument;
b) electronically, by one or both parties using DocuSign; and
c) by original signatures on this Contract.

56.2. The parties acknowledge and agree that this Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

56.3. The parties acknowledge and agree that an electronic version of this Contract signed by both parties will be the true and original version for the purpose of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

56.4. The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause 56 and the Purchaser may not object to or delay settlement because of anything contained in this clause.

56.5. The parties acknowledge and agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of DocuSign in relation to execution of this Contract.

56.6. For the purpose of this clause, Docusign means the signature software and platform located at http://www.docusign.com.au/.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Records means the Bidders Record to be kept pursuance to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

57. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

57.1 The principal's reserve price must be in writing to the auctioneer before the auction commences.

57.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

57.3 The highest bidder is the Purchaser, subject to any reserve price.

57.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

57.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.

57.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

57.7 A bid cannot be made or accepted after the fall of the hammer.

57.8 As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

58. The following conditions, in addition to those prescribed by Clause 58, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

58.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

58.2 Subject to subclause 58.1, the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person.

58.3 Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "Vendor bid".

59. The following conditions, in addition to those prescribed by Clause 57 and Clause 58, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator.

59.1 More than one Vendor bid may be made to purchase the interest of a co-owner.

59.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

59.3 Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

59.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.

60. The following condition, in addition to those prescribed by Clause 60, is prescribed as applicable to and in respect of the sale by auction of livestock:

60.1. The Purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the Vendor the full amount of the purchase price;

60.2. If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

60.3. If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

60.4. Unless some other time for payment is specified in a written agreement between the Purchaser and the agent or the Purchaser and the Vendor made before the fall of the hammer.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 321/SP93826

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2026	3:36 PM	3	30/5/2022

LAND

LOT 321 IN STRATA PLAN 93826
AT ZETLAND
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

YUN XU (T AS172989)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93826
2 AP525349 RESTRICTION(S) ON THE USE OF LAND
3 AS172990 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

T26319... PRINTED ON 29/10/2026

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Received: 29/10/2026 15:36:16

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP93826

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2026	3:36 PM	2	17/4/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93826 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ZETLAND
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP93826

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93826
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA CHOICE
LOCKED BAG 1919
ST LEONARDS NSW 1590

SECOND SCHEDULE (32 NOTIFICATIONS)

1 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
3 AJ83194 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
4 AK182507 RESTRICTION(S) ON THE USE OF LAND
5 AM329790 POSITIVE COVENANT
6 AP272211 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1248026 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
8 DP1248026 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1248026 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
10 DP1248026 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1248026 EASEMENT FOR FIRE STAIRS AND PASSAGES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
12 DP1248026 EASEMENT FOR FIRE STAIRS AND PASSAGES APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (32 NOTIFICATIONS) (CONTINUED)
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13 DP1248026 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
14 DP1248026 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
15 DP1248026 RIGHT OF CARRIAGEWAY OVER DRIVEWAYS AND ACCESS TO PARKING SPACES AND STORAGE SPACES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16 DP1248026 RIGHT OF CARRIAGEWAY OVER DRIVEWAYS AND ACCESS TO PARKING SPACES AND STORAGE SPACES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
17 DP1248026 EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18 DP1248026 EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
19 DP1248026 EASEMENT FOR CONDENSER UNITS 0.6 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20 DP1248026 EASEMENT FOR CONNECTION TO SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
21 DP1248026 EASEMENT FOR CONNECTION TO SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
22 DP1248026 EASEMENT FOR NON-POTABLE WATER SUPPLY 0.6 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
23 DP1248026 EASEMENT FOR NON-POTABLE PUMP ROOM 2.18 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
24 DP1248026 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
25 DP1248026 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
26 DP1248026 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
27 DP1248026 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
28 DP1248026 POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT
29 DP1248026 POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
30 DP1248026 POSITIVE COVENANT REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
31 SP93889 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (32 NOTIFICATIONS) (CONTINUED)

		STATEMENT FILED WITH SP93889
32	SP93889	EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 93826

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	51	2	31	3	31	4	25
5	28	6	34	7	30	8	30
9	30	10	22	11	21	12	31
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145	47	146	21	147	31	148	30

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP93826 PAGE 4

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

STRATA PLAN 93826

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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153	31	154	32	155	29	156	47
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193	37	194	44	195	32	196	32
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201	22	202	32	203	32	204	37
205	35	206	28	207	28	208	28
209	28	210	30	211	49	212	22
213	32	214	32	215	37	216	34
217	28	218	28	219	28	220	28
221	30	222	49	223	22	224	32
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229	48	230	43	231	24	232	36
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321	40	322	42	323	38	324	25

END OF PAGE 4 - CONTINUED OVER

FOLIO: CP/SP93826 PAGE 5

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

STRATA PLAN 93826

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

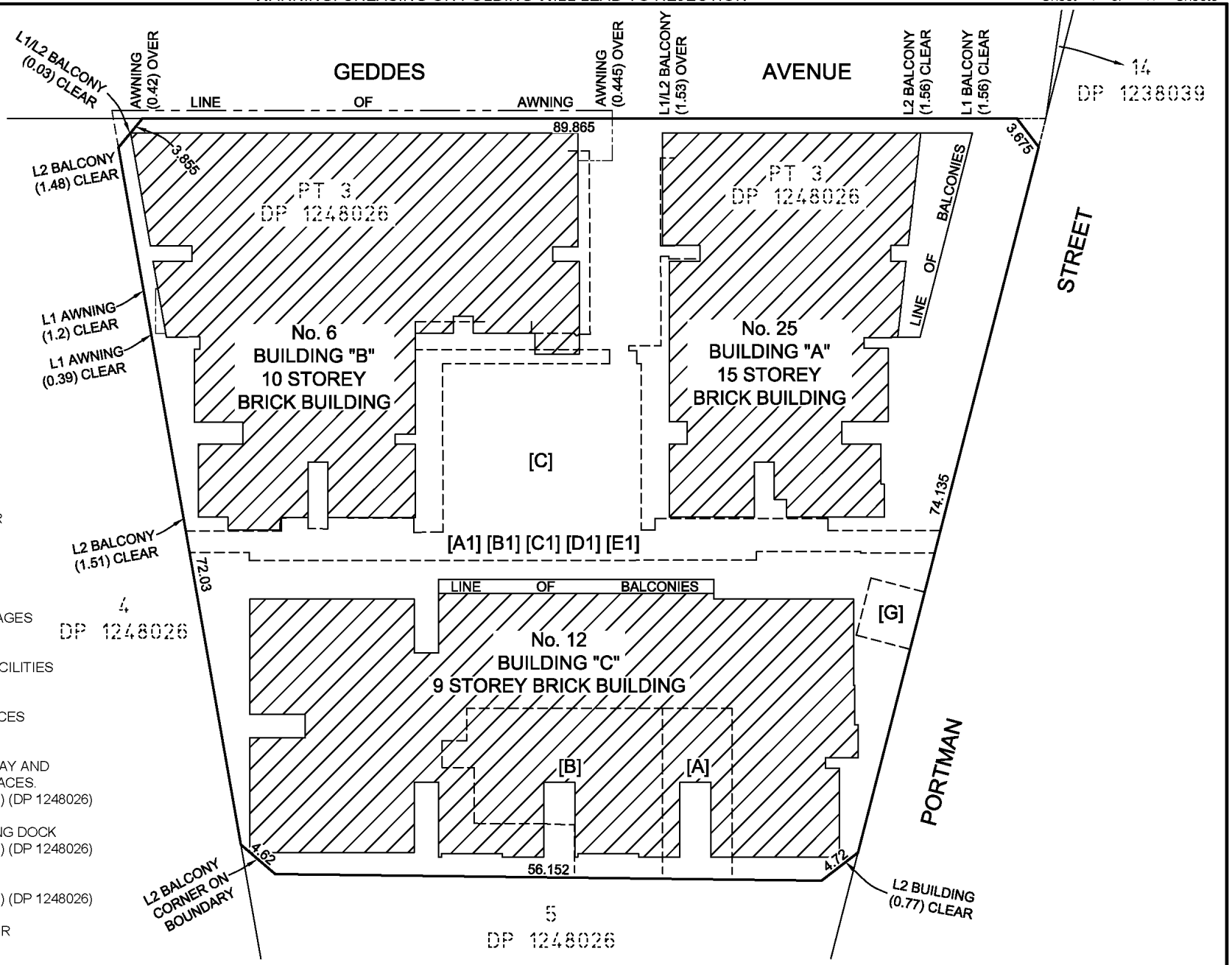
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Received: 29/10/2026 15:36:17

LOCATION PLAN



[A1] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B1] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C1] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D1] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E1] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

[B] EASEMENT TO ACCESS AND USE LOADING DOCK (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

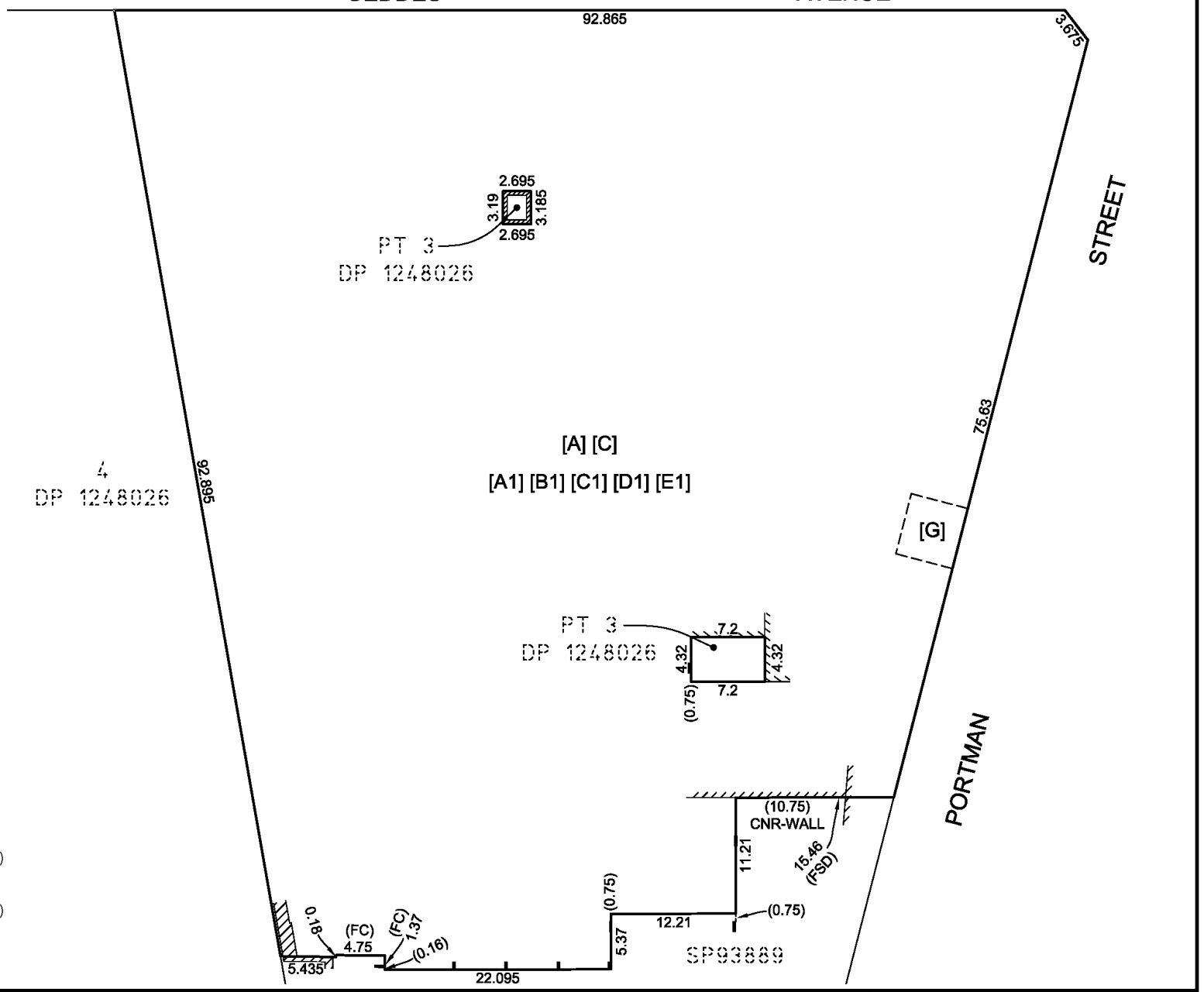
SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:400 Lengths are in metres	REGISTERED 9/09/2019	SP93826

Req:R051043 /Doc:SP 0093826 P /Rev:09-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:1 of 55
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Req:R051043 /Doc:SP 0093826 P /Rev:09-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:2 of 55
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LOCATION PLAN
(BASEMENT 2 AND BELOW)

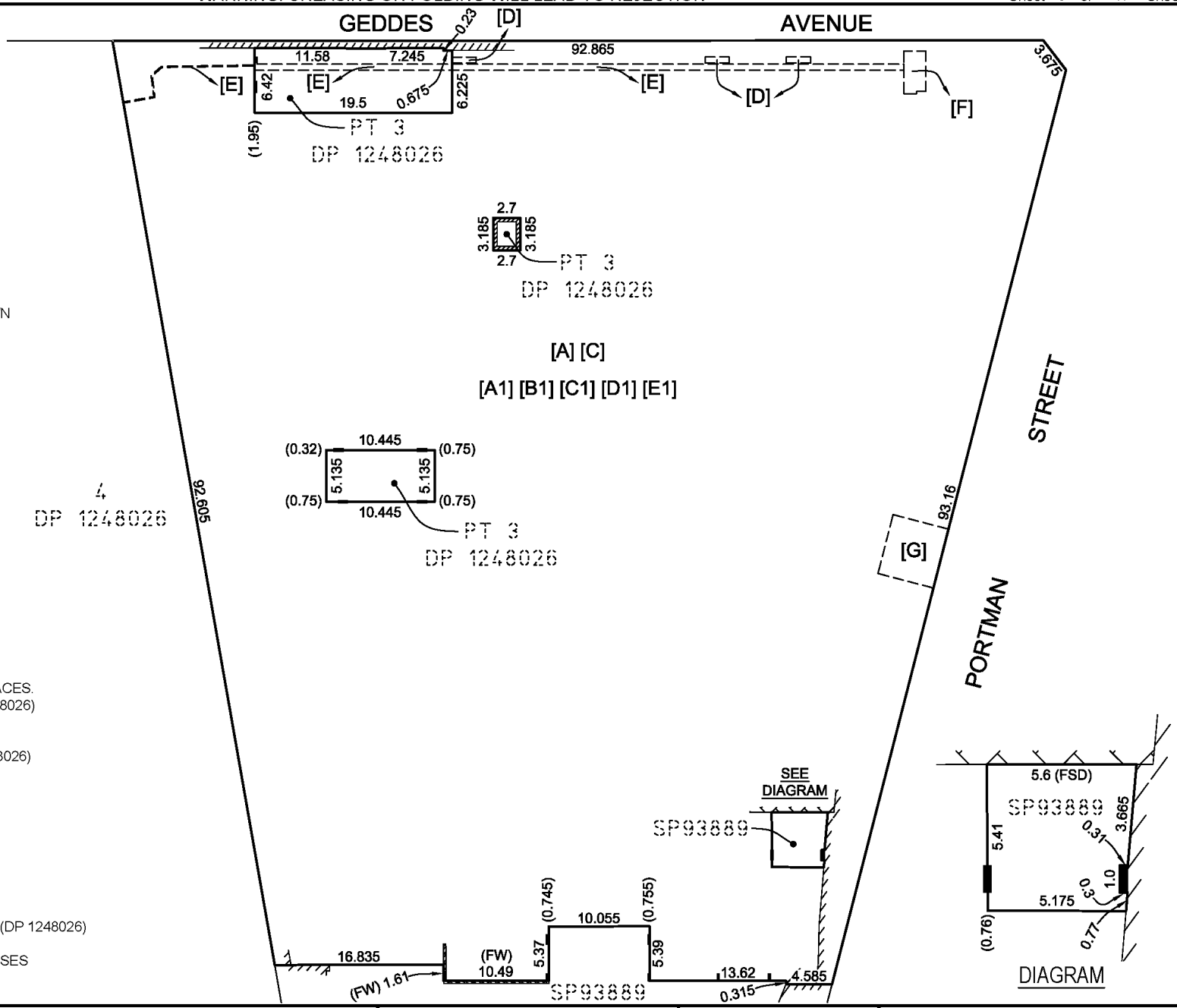




- DENOTES FACE OF COLUMN
- DENOTES CENTRELINE OF COLUMN
- FSD DENOTES FACE OF CONCRETE FLOOR STEP DOWN
- FC DENOTES FACE OF STORAGE CAGE
- DENOTES INTERNAL FACE OF WALL
- [A1] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)
- [B1] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)
- [C1] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)
- [D1] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)
- [E1] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)
- [A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)
- [B] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)
- [G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:400		
Reference: 181002-SP2		Lengths are in metres		

LOCATION PLAN
(BASEMENT 1)



DENOTES FACE OF COLUMN

DENOTES CENTRELINE OF COLUMN

FSD DENOTES FACE OF CONCRETE FLOOR STEP DOWN

FW DENOTES FACE OF WALL

DENOTES INTERNAL FACE OF WALL

[A1] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B1] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C1] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D1] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E1] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

[D] EASEMENT FOR CONDENSER UNITS (0.6 WIDE) (LIMITED IN STRATUM) (DP 1248026)

[E] EASEMENT FOR NON-POTABLE WATER SUPPLY. (0.6 WIDE AND VARIABLE) (LIMITED IN STRATUM) (DP 1248026)

[F] EASEMENT FOR NON POTABLE PUMP ROOM (2.18 WIDE AND VARIABLE) (LIMITED IN STRATUM) (DP 1248026)

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:400 Lengths are in metres	REGISTERED 9/09/2019	SP93826

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LOCATION PLAN
(GROUND LEVEL)



DENTOES FACE OF COLUMN

FG DENOTES FACE OF GLASS

FW DENOTES FACE OF WALL

DENOTES CENTRELINE OF WALL

DENOTES INTERNAL FACE OF WALL

[A1] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B1] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C1] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D1] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

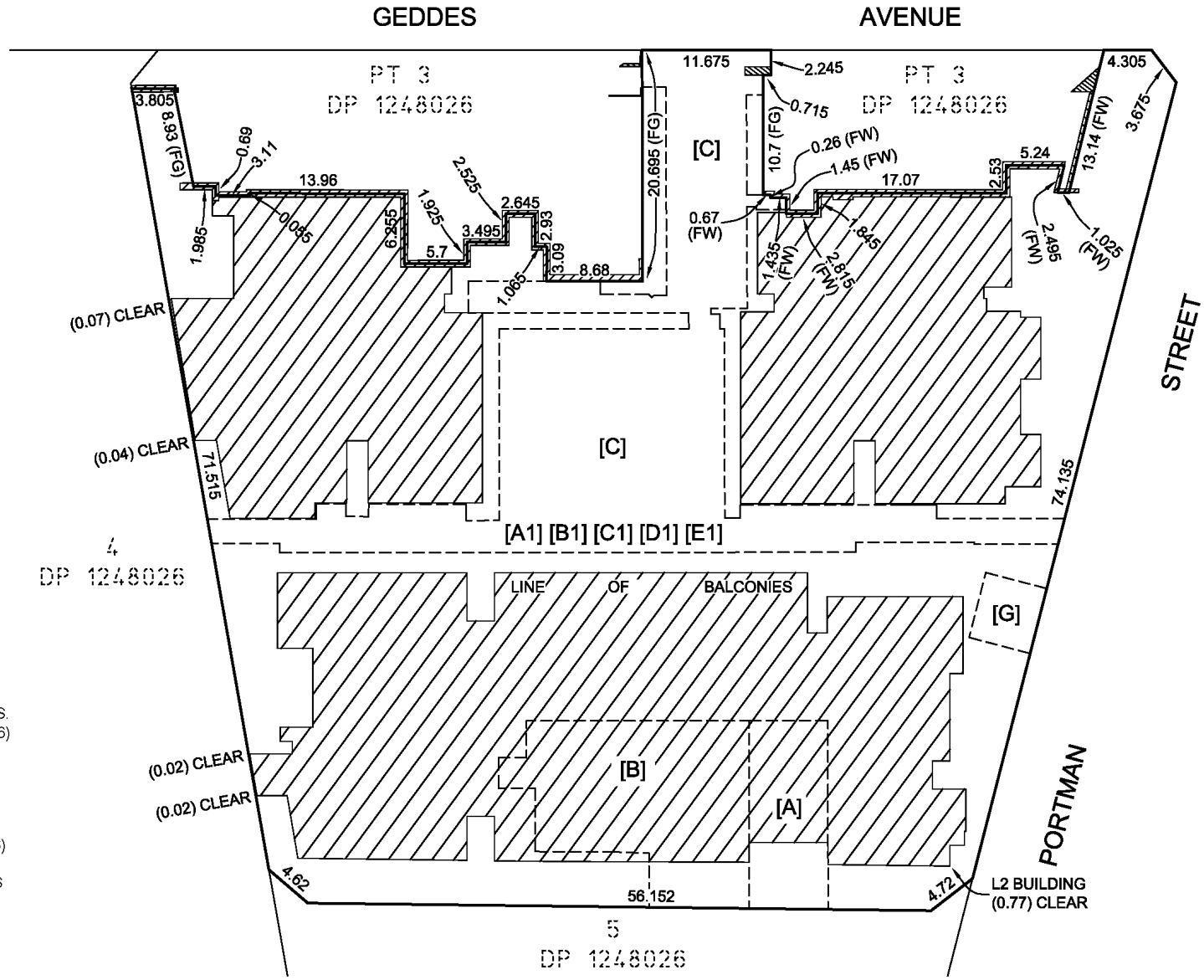
[E1] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

[B] EASEMENT TO ACCESS AND USE LOADING DOCK (VARIABLE WIDTH) (LIMITED IN STRATUM)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

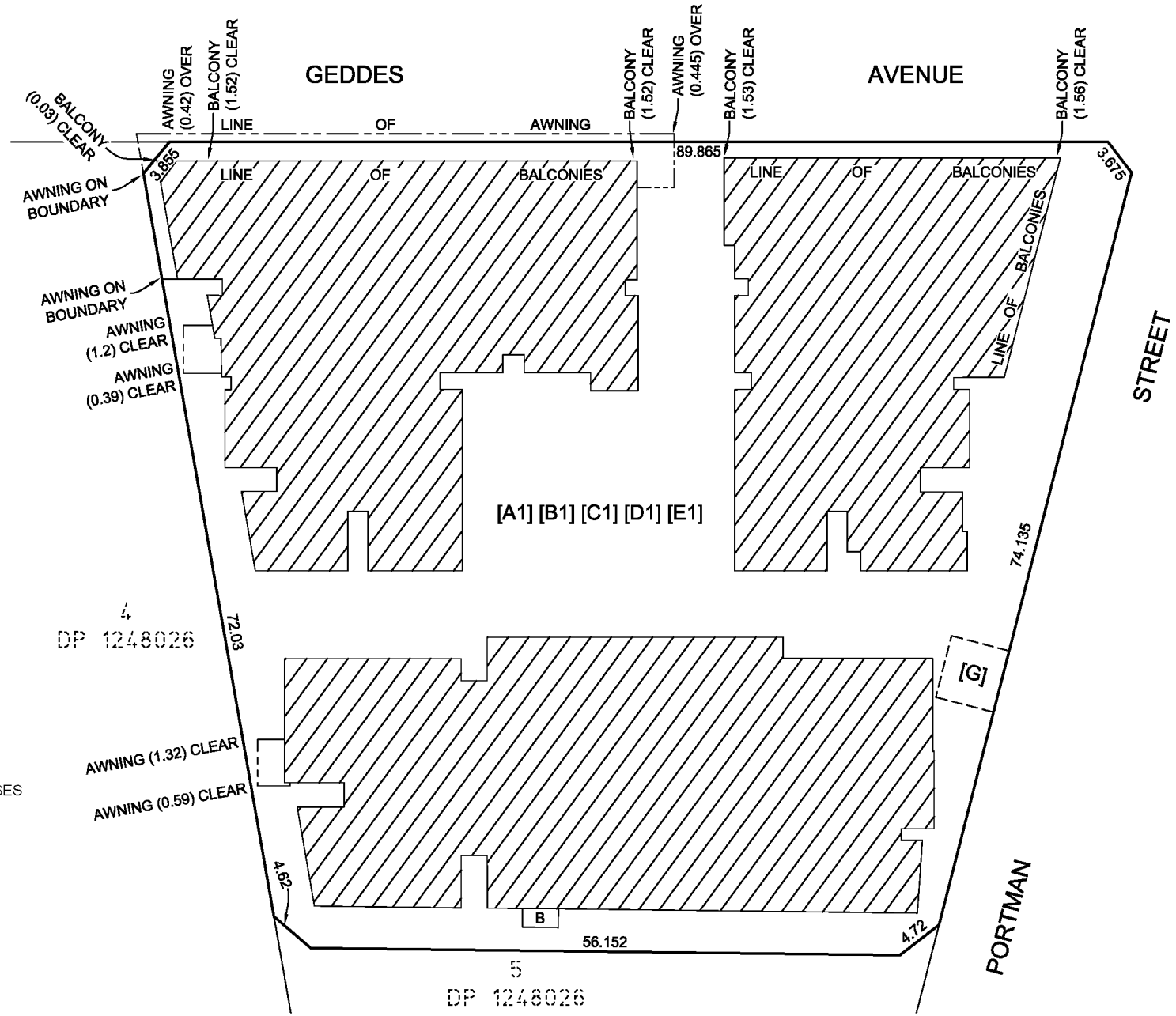
[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:400 Lengths are in metres	REGISTERED 9/09/2019	SP93826

Req:R051043 /Doc:SP 0093826 P /Rev:09-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:4 of 55
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LOCATION PLAN
(LEVEL 1)



B DENOTES BALCONY

[A1] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B1] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C1] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D1] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E1] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

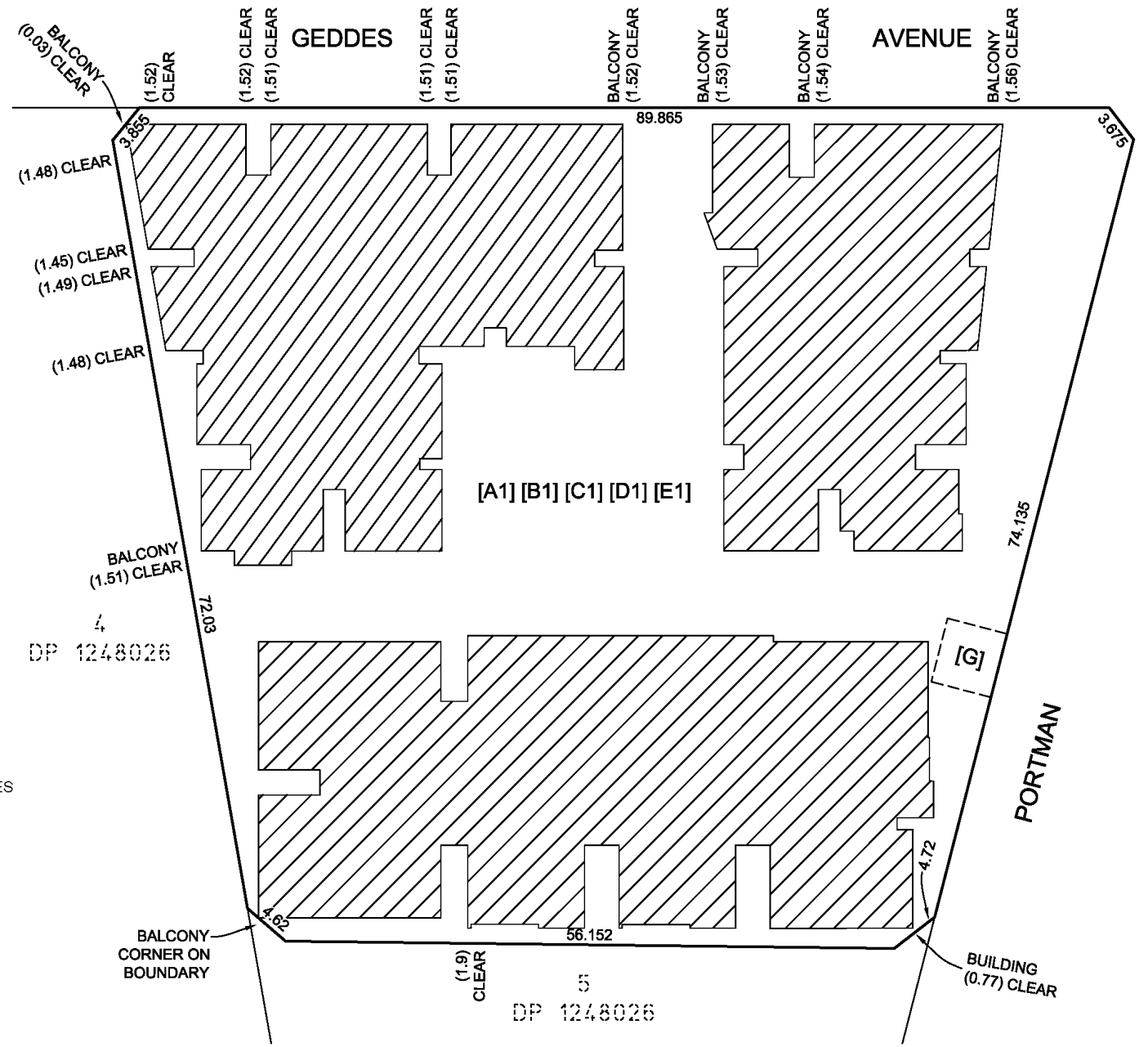
[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:400		
Reference: 181002-SP2		Lengths are in metres		

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LOCATION PLAN
(LEVEL 2 AND ABOVE)



[A1] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B1] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C1] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D1] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E1] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:400		
Reference: 181002-SP2		Lengths are in metres		

BASEMENT LEVEL 2

SHEET 1 OF 4



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

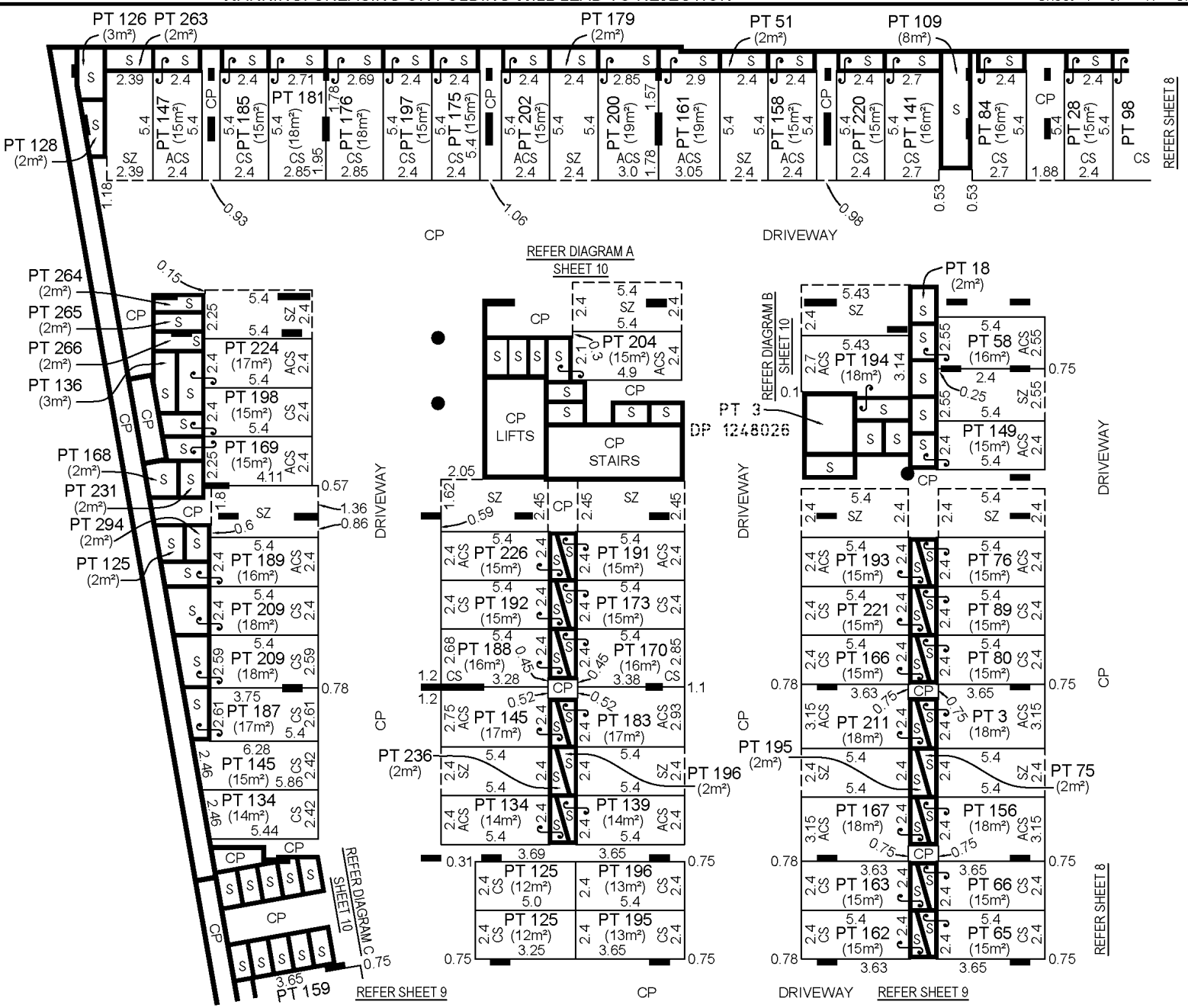
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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 9/09/2019	SP93826

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BASEMENT LEVEL 2

SHEET 2 OF 4

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

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LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)

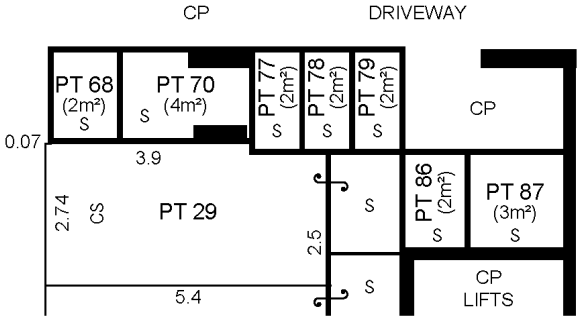


DIAGRAM D

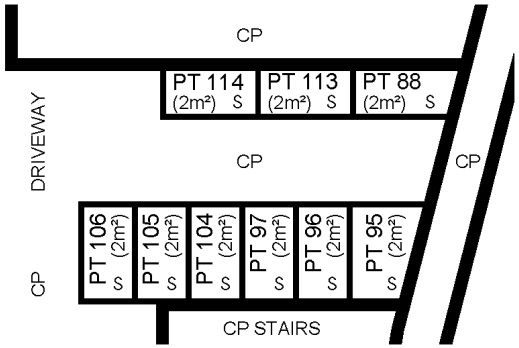
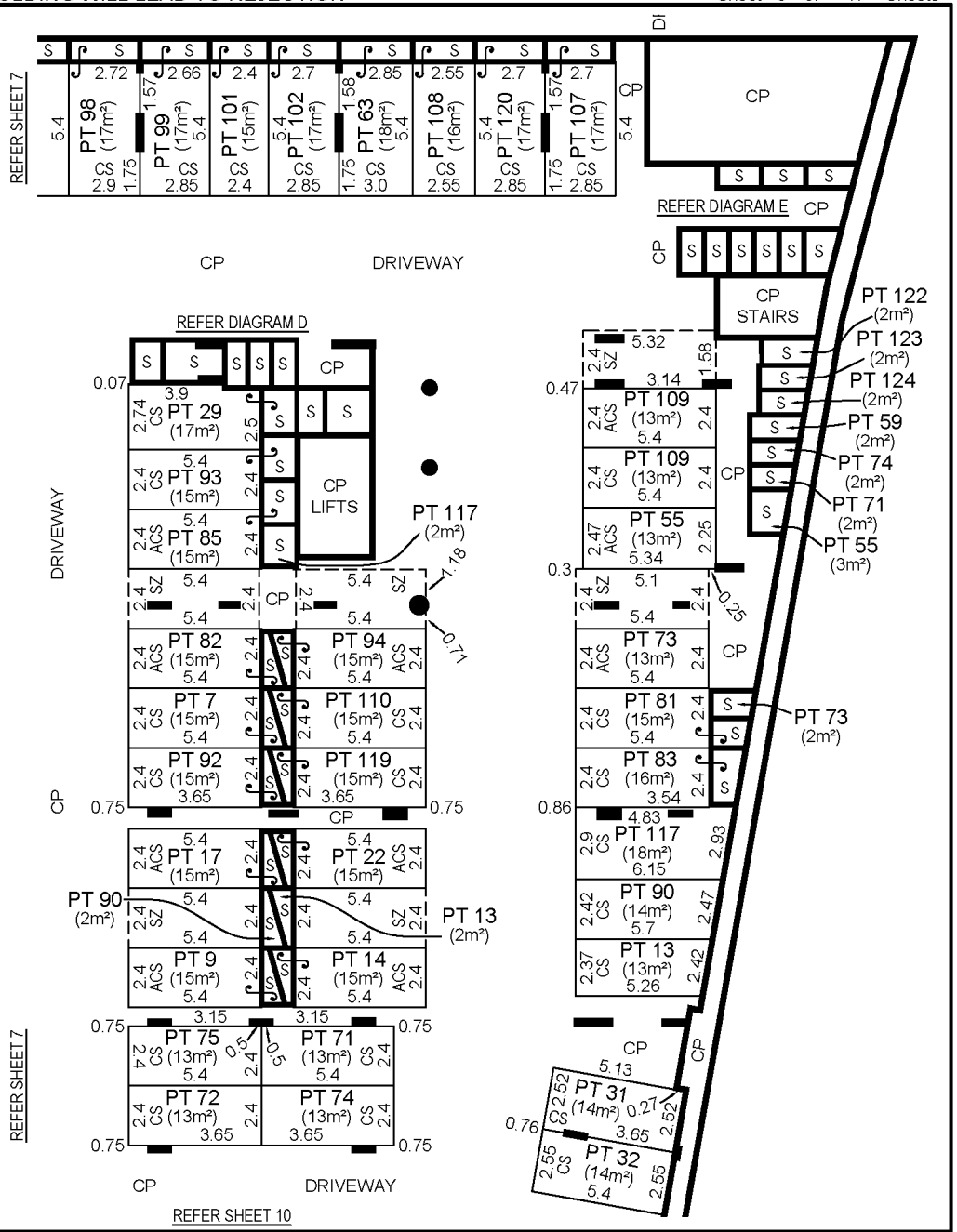


DIAGRAM E



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 9/09/2019	SP93826

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BASEMENT LEVEL 2

SHEET 3 OF 4



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

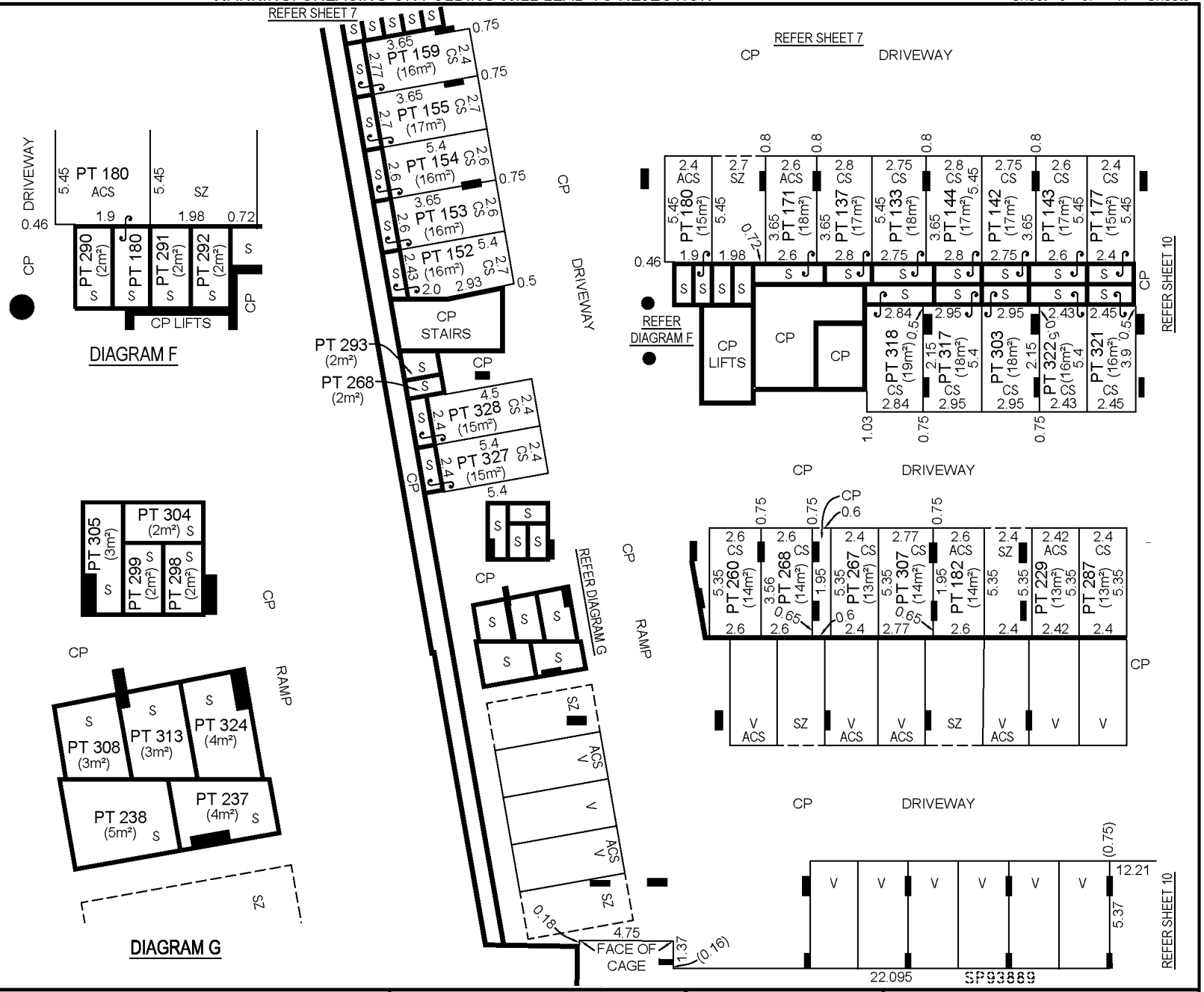
ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)
V	DENOTES VISITOR PARKING (CP)



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 9/09/2019	SP93826

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BASEMENT LEVEL 2

SHEET 4 OF 4

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)
V	DENOTES VISITOR PARKING (CP)

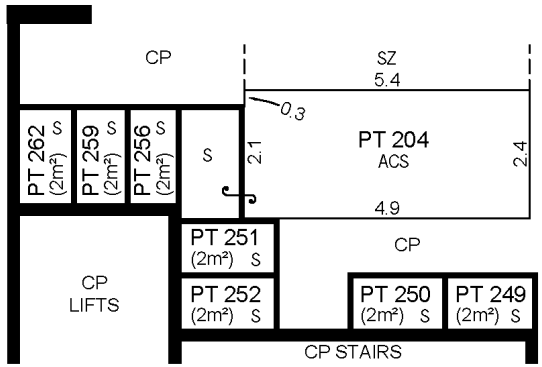


DIAGRAM A

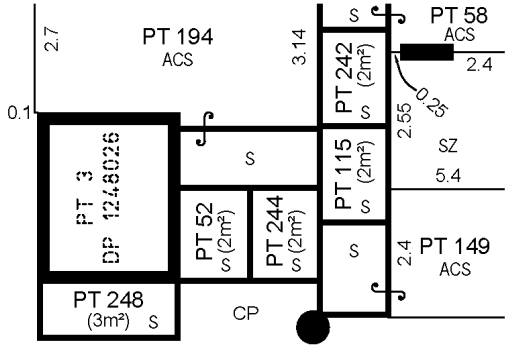


DIAGRAM B

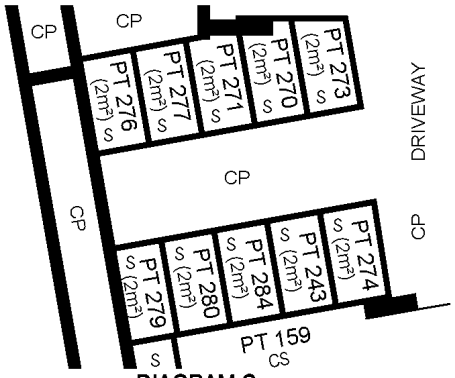
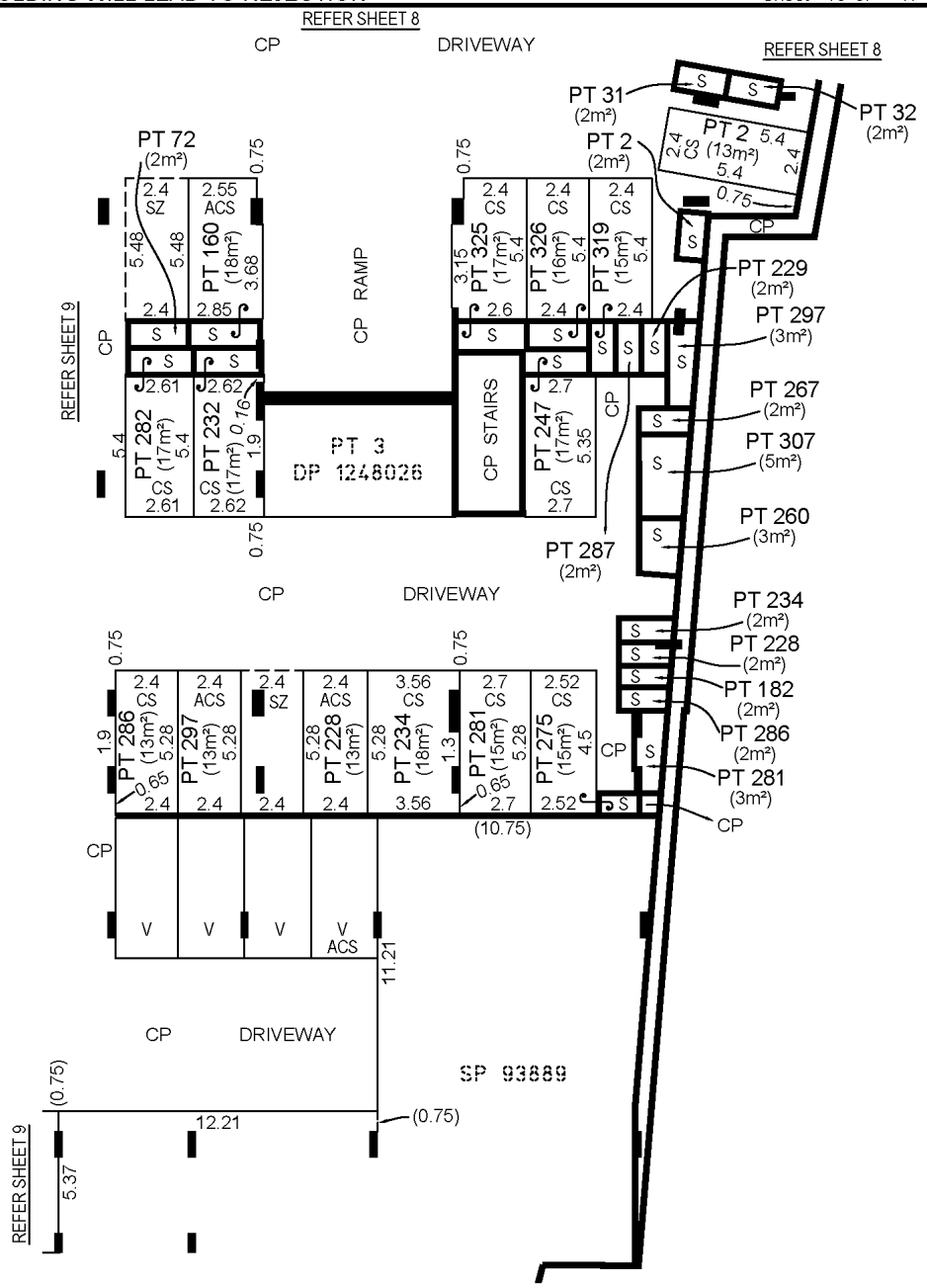


DIAGRAM C



SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BASEMENT LEVEL 1

SHEET 1 OF 4

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

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	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)
BR	DENOTES BIKE PARKING (CP)
MB	DENOTES MOTORCYLE PARKING (CP)

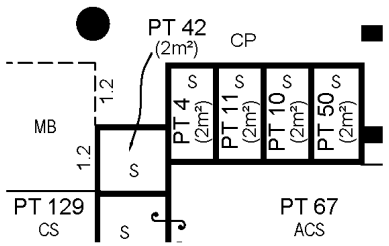
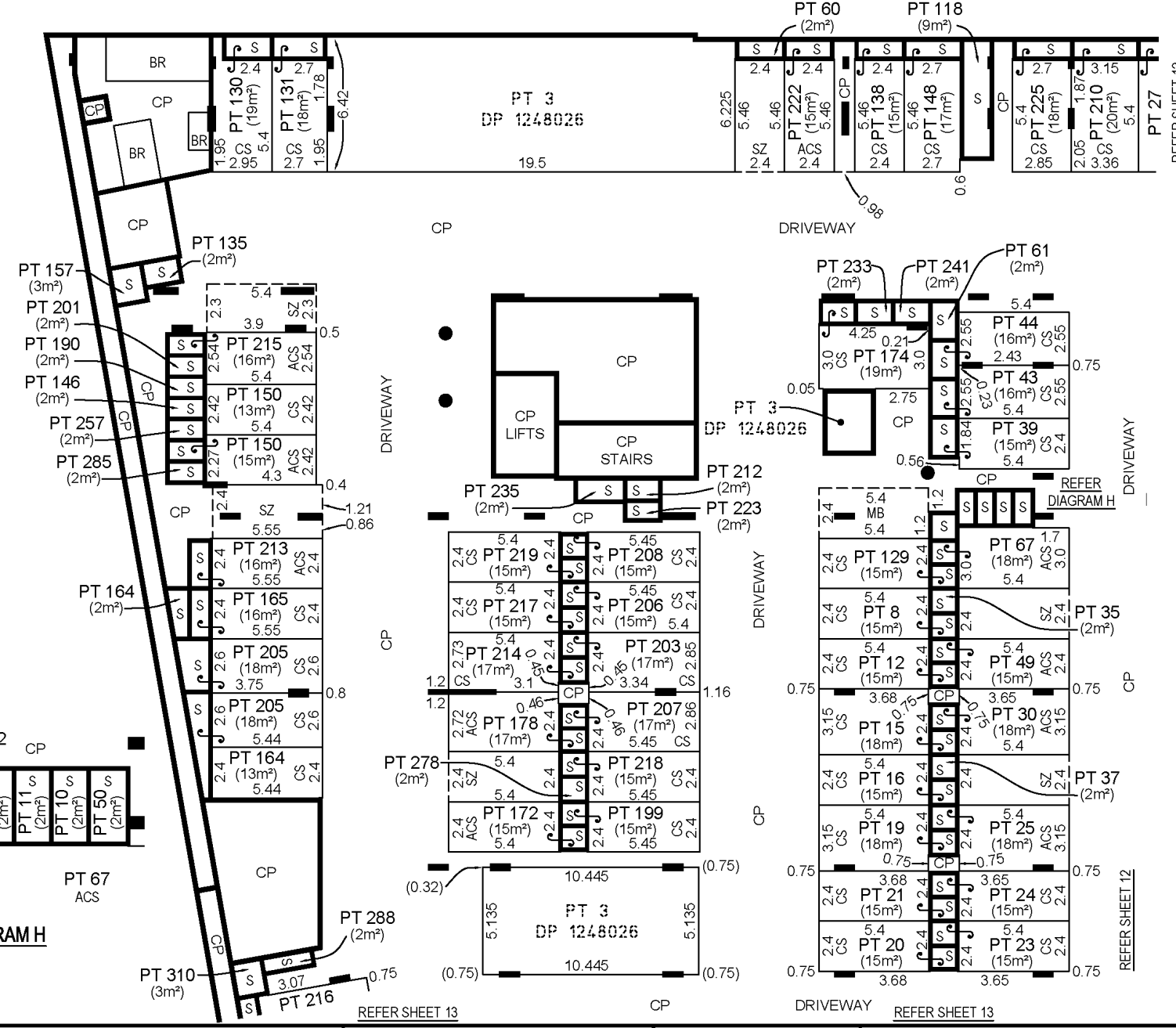


DIAGRAM H



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 9/09/2019	SP93826

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BASEMENT LEVEL 1

SHEET 2 OF 4



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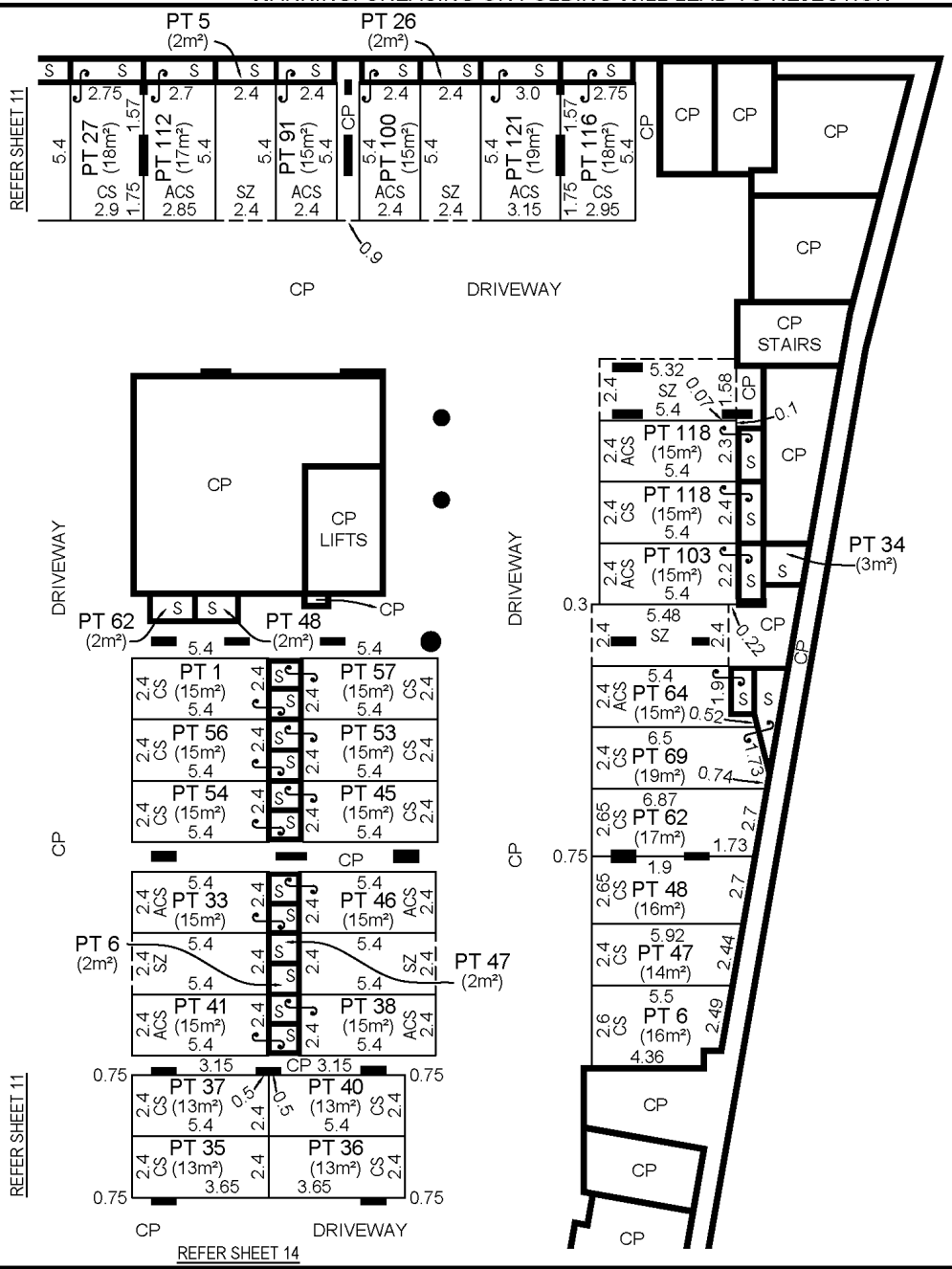
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LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

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	DENOTES PROLONGATION FACE OF WALL OR COLUMN
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CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 9/09/2019	SP93826

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BASEMENT LEVEL 1

SHEET 3 OF 4



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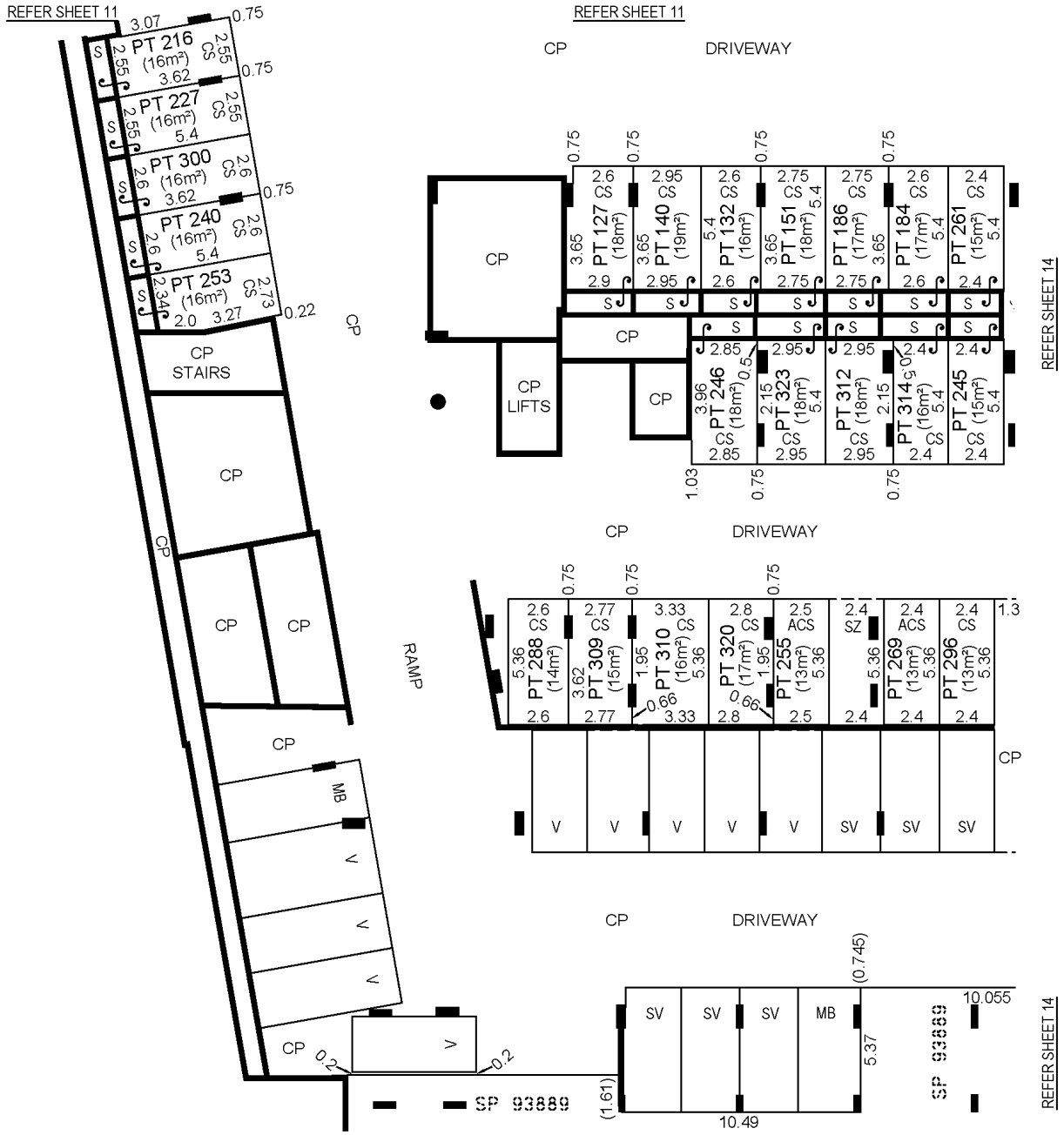
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	DENOTES PROLONGATION FACE OF WALL OR COLUMN
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CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)
V	DENOTES VISITOR PARKING (CP)
MB	DENOTES MOTORCYCLE PARKING (CP)
SV	DENOTES SERVICE VEHICLE (CP)



SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 9/09/2019	SP93826
Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2				

BASEMENT LEVEL 1

SHEET 4 OF 4



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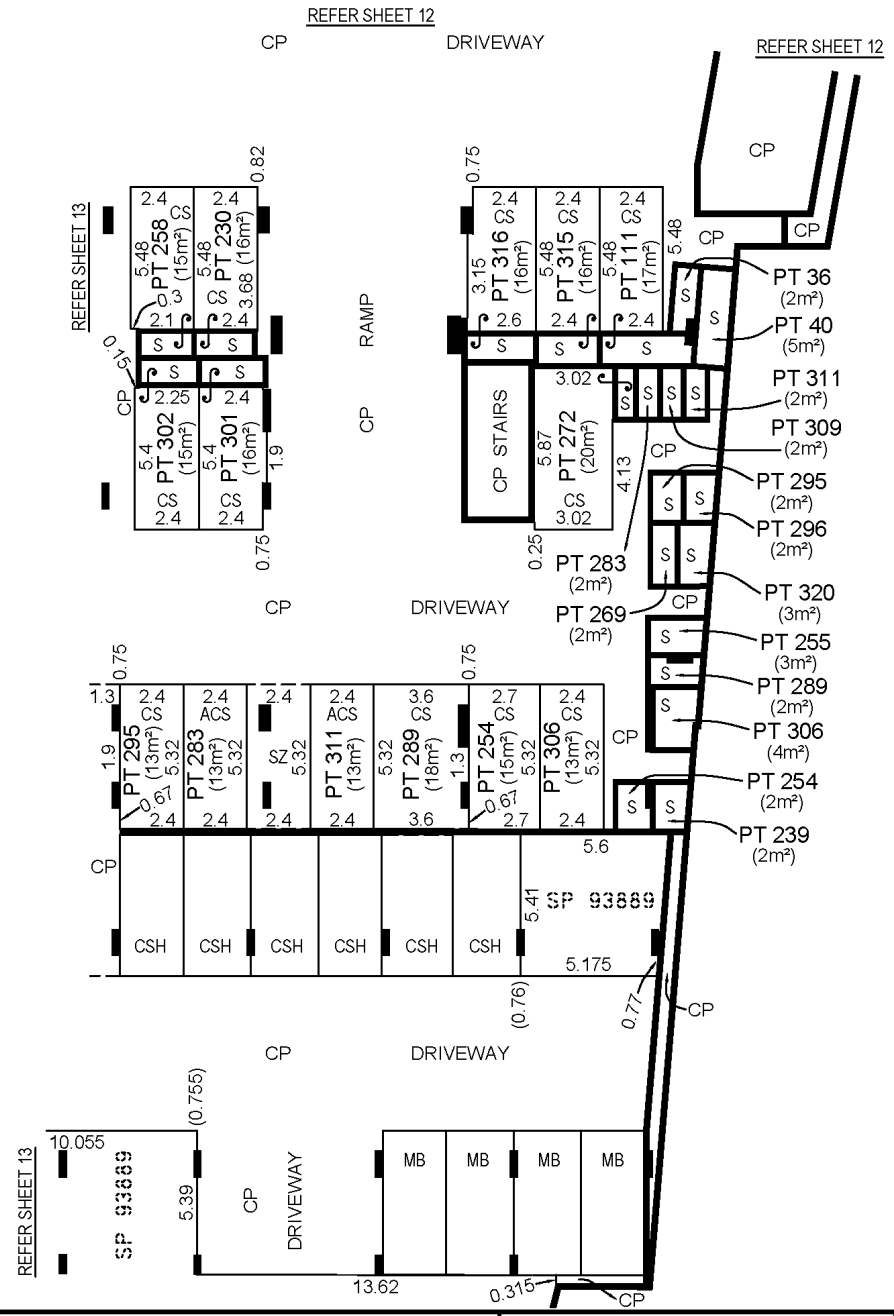
FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN

CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)
MB	DENOTES MOTORCYCLE PARKING (CP)
CSH	DENOTES CARSHARE SPACE (CP)



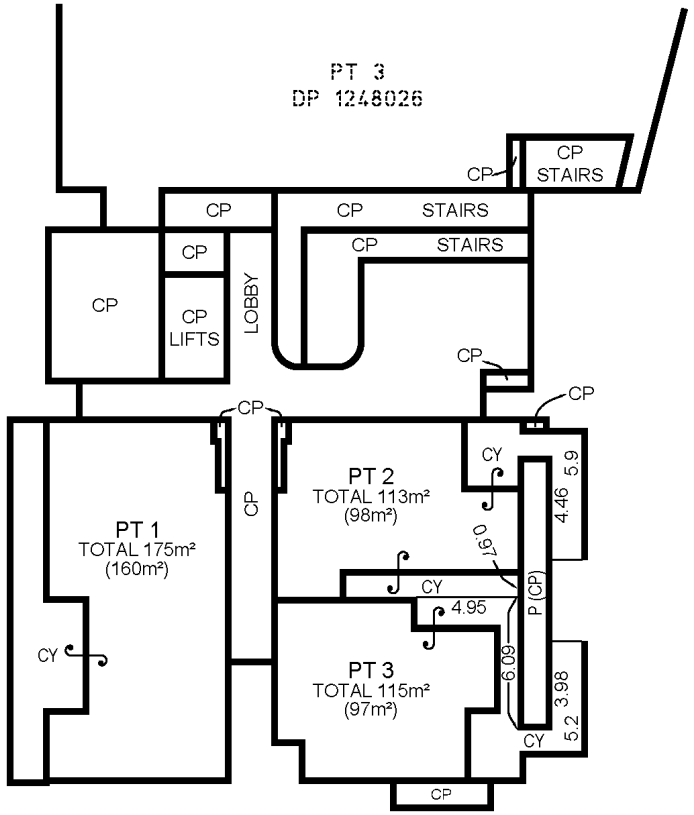
SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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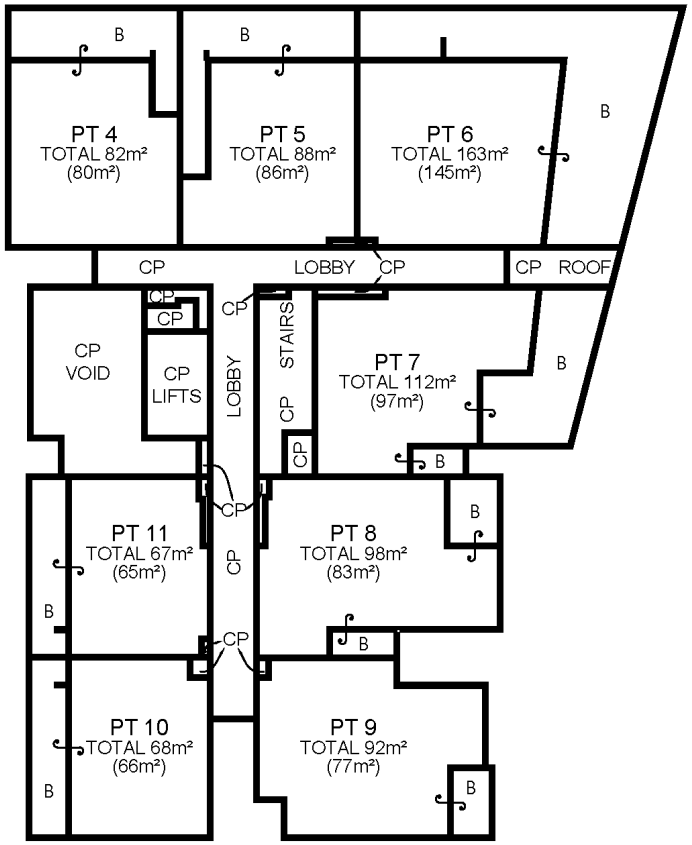
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BUILDING A

GROUND LEVEL



LEVEL 1



CP DENOTES COMMON PROPERTY
CY DENOTES COURTYARD
P DENOTES PLANTER
B DENOTES BALCONY

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE COURTYARDS AND BALCONIES ARE LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

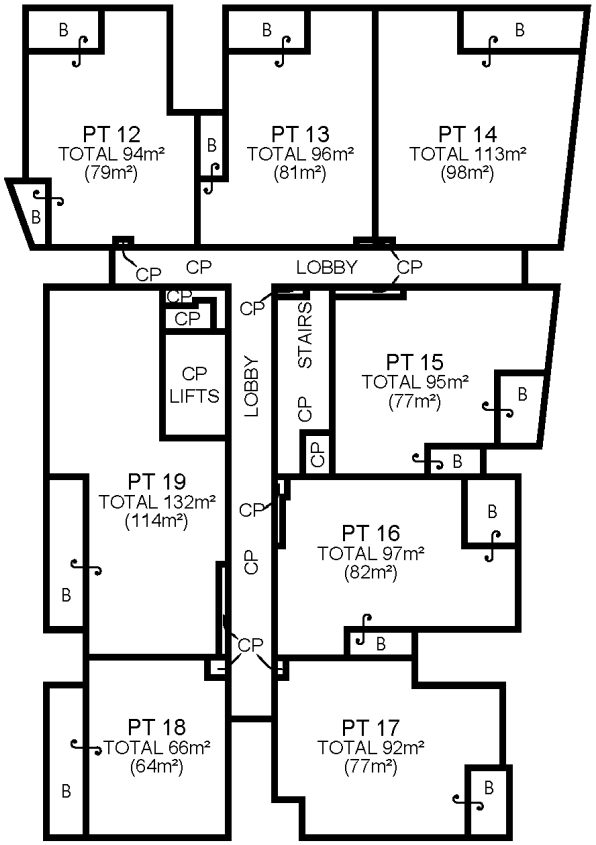
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:250		
Reference: 181002-SP2		Lengths are in metres		

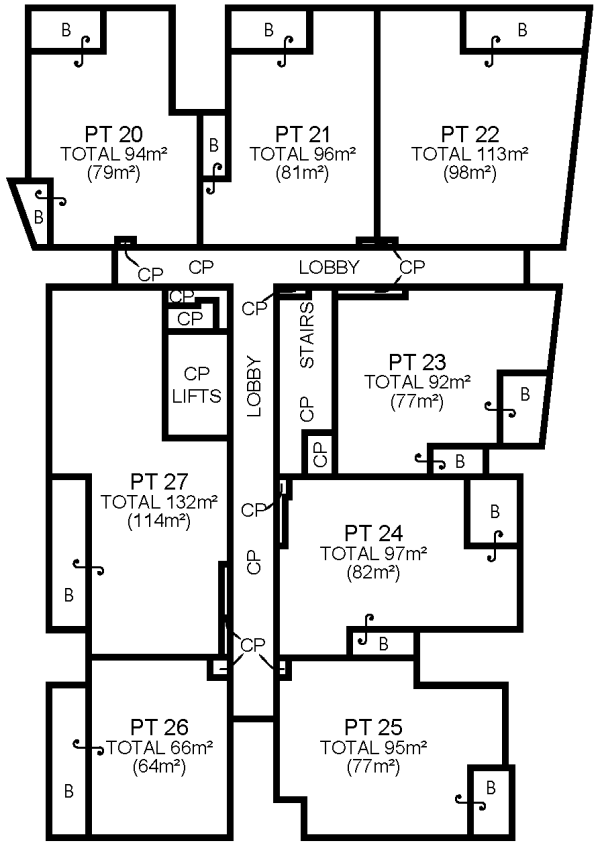
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BUILDING A

LEVEL 2



LEVEL 3



CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

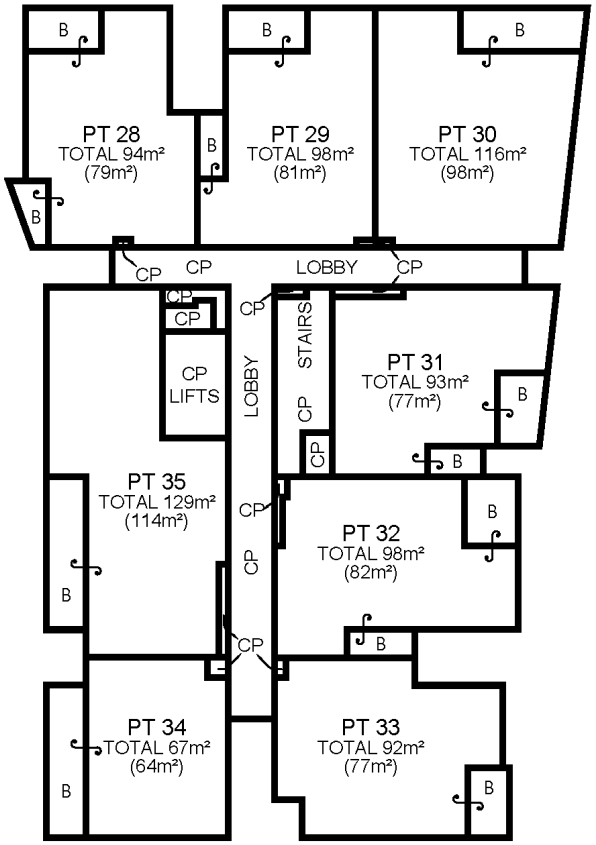
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Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:250		
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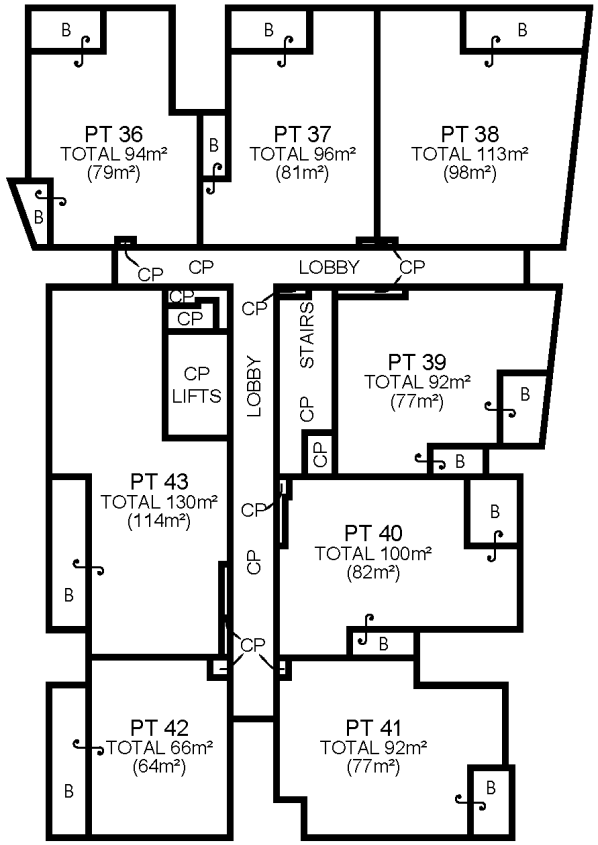
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BUILDING A

LEVEL 4



LEVEL 5



CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

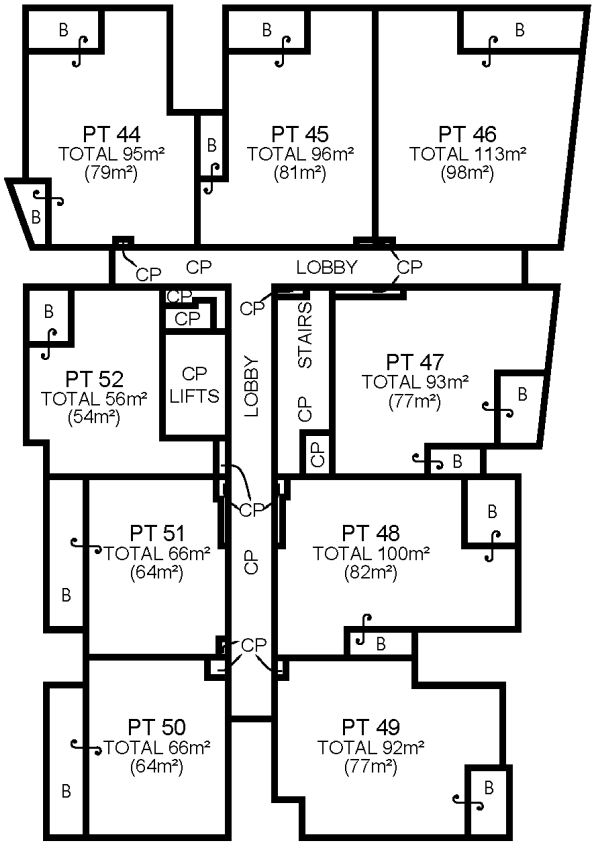
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:250		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING A

LEVEL 6



CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

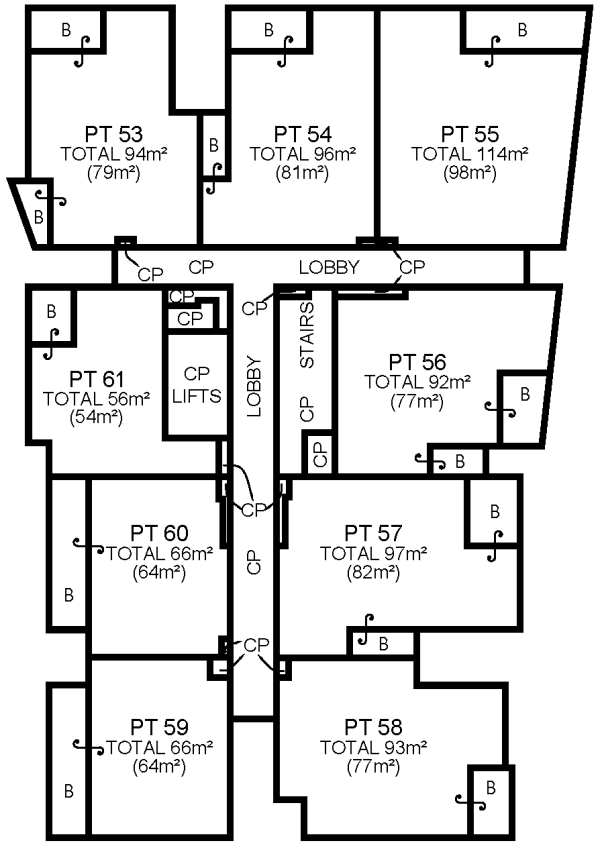
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LEVEL 7



AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

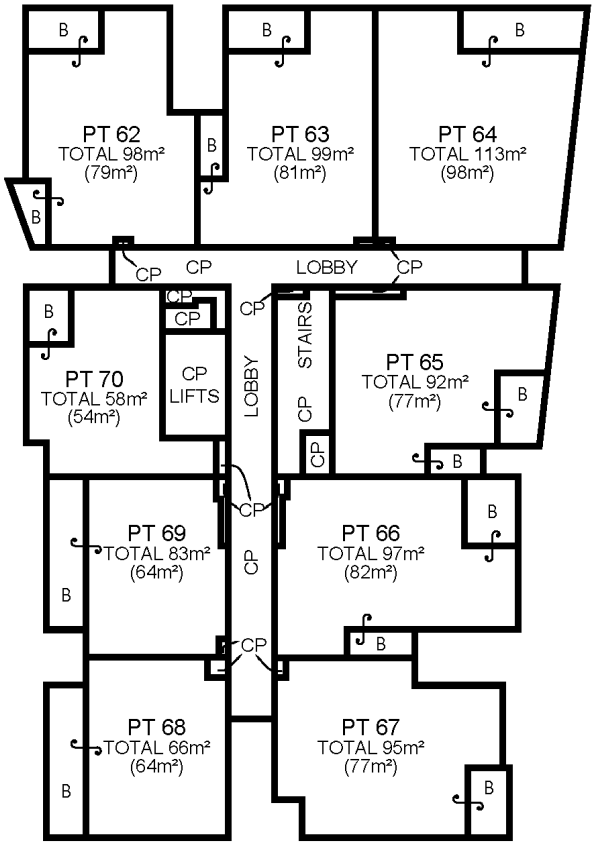
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Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:250		
Reference: 181002-SP2		Lengths are in metres		

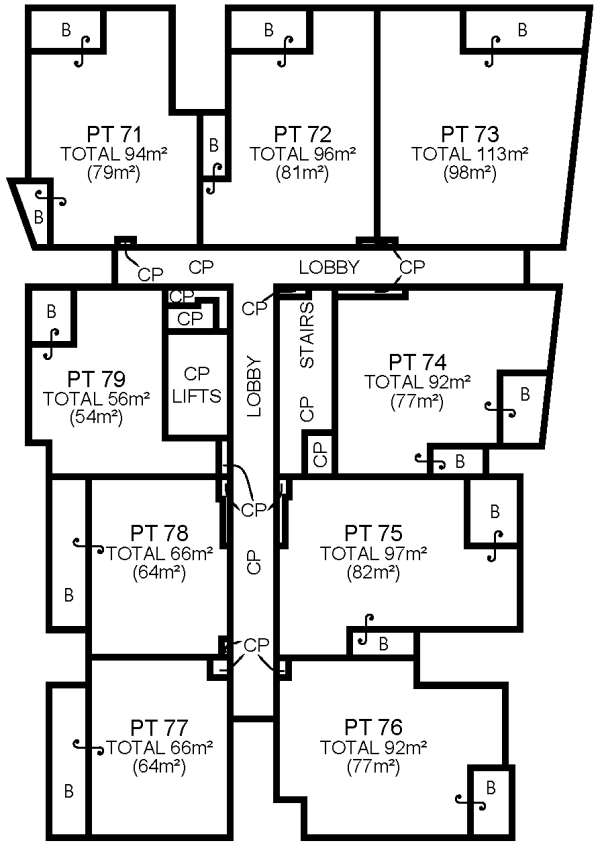
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BUILDING A

LEVEL 8



LEVEL 9



CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

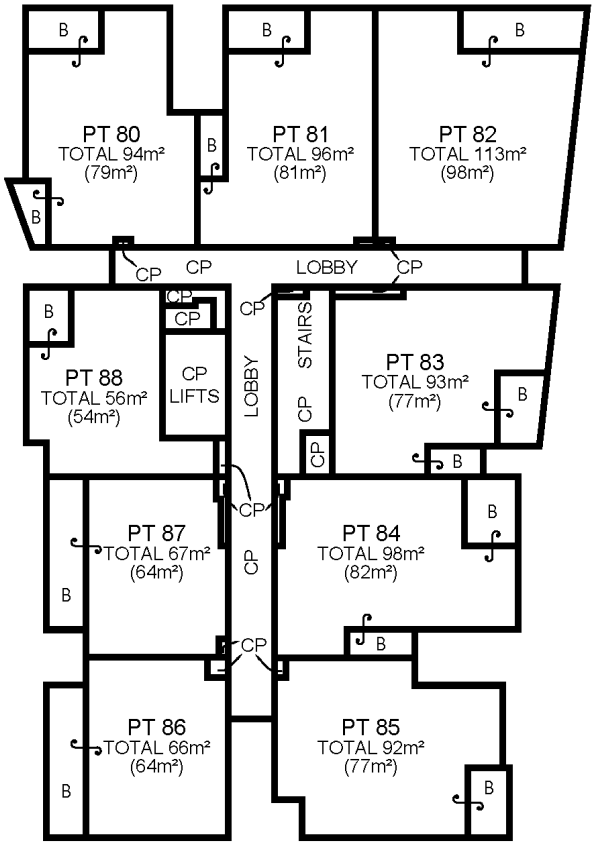
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
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Date: 17/06/2019		Reduction Ratio: 1:250		
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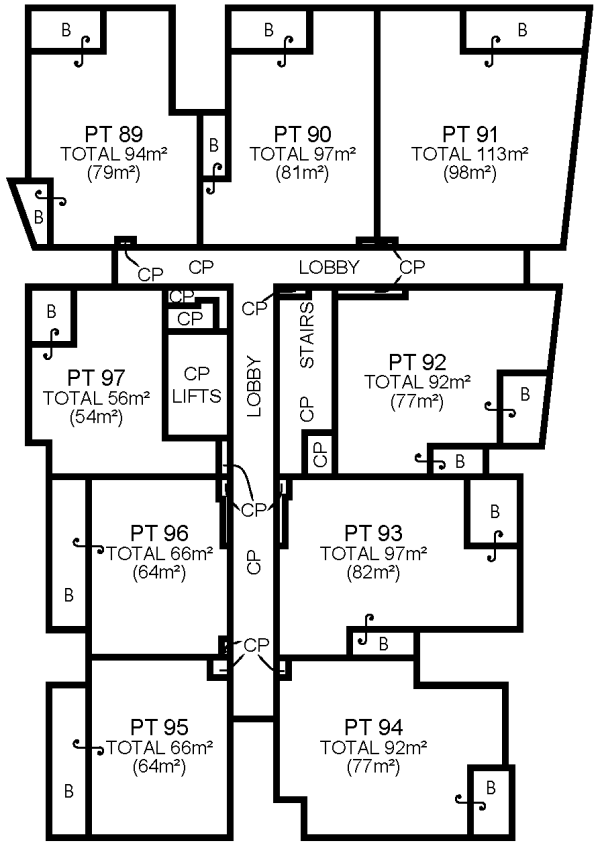
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BUILDING A

LEVEL 10



LEVEL 11



CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

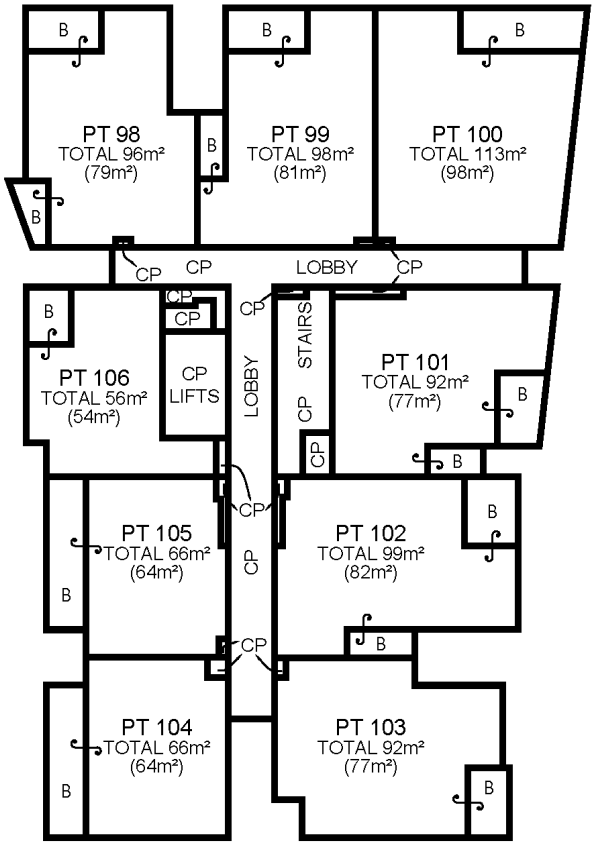
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:250		
Reference: 181002-SP2		Lengths are in metres		

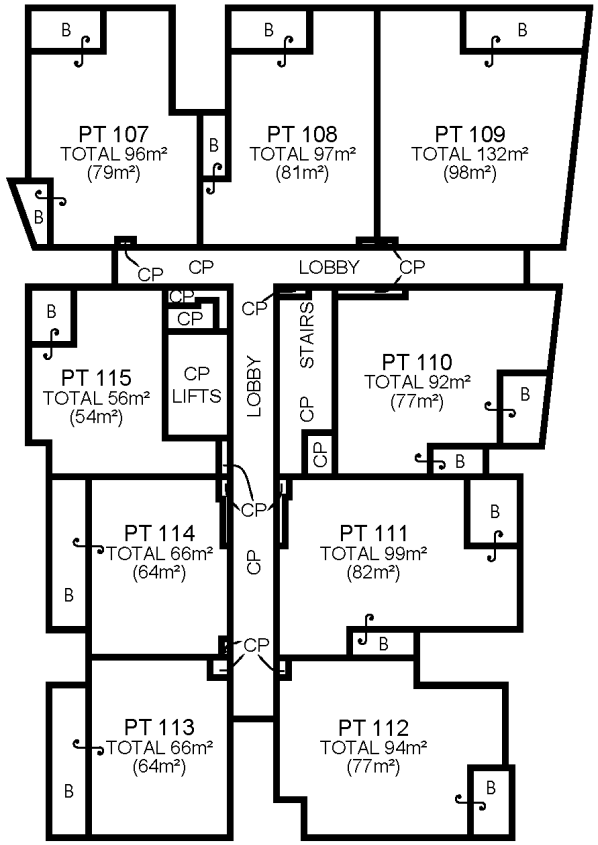
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BUILDING A

LEVEL 12



LEVEL 13



CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

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ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

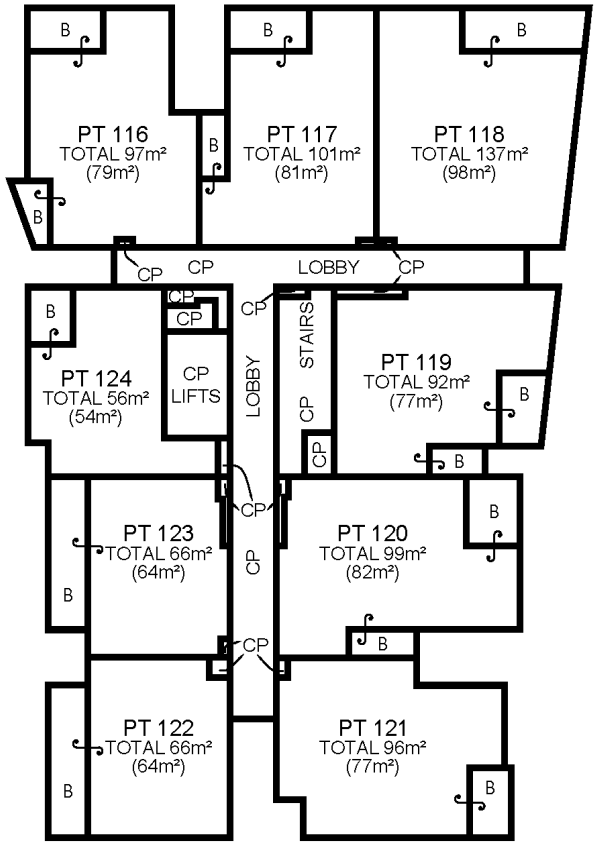
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
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BUILDING A

LEVEL 14



CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

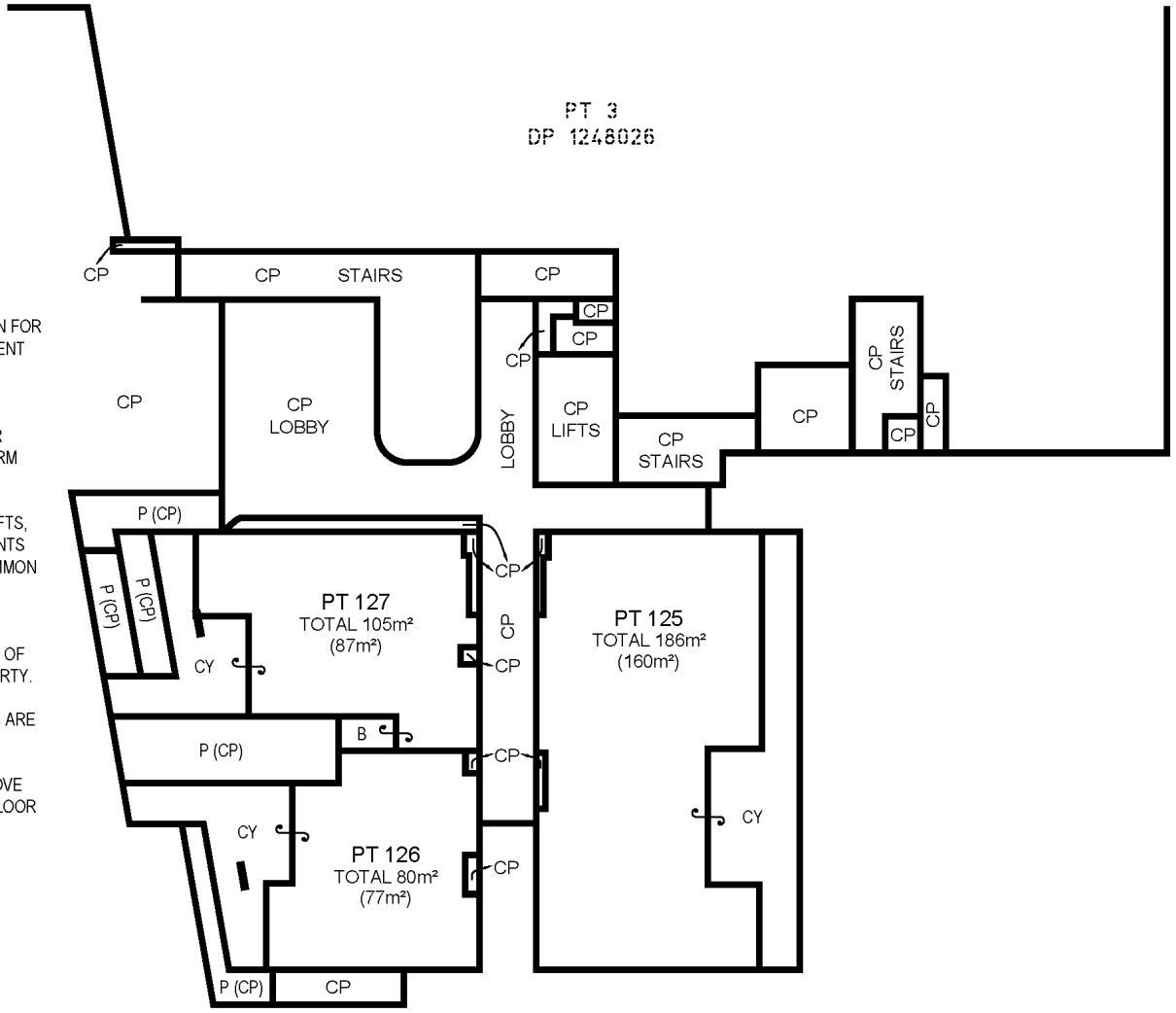
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
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BUILDING B

GROUND LEVEL



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP	DENOTES COMMON PROPERTY
CY	DENOTES COURTYARD
P	DENOTES PLANTER
B	DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
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Reference: 181002-SP2		Lengths are in metres		

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BUILDING B

LEVEL 1



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CP	DENOTES COMMON PROPERTY
CY	DENOTES COURTYARD
P	DENOTES PLANTER
B	DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
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BUILDING B

LEVEL 2



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CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

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BUILDING B

LEVEL 3



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING B

LEVEL 4



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING B

LEVEL 5



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING B

LEVEL 6



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING B

LEVEL 7



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

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ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
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BUILDING B

LEVEL 8



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING B

LEVEL 9



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

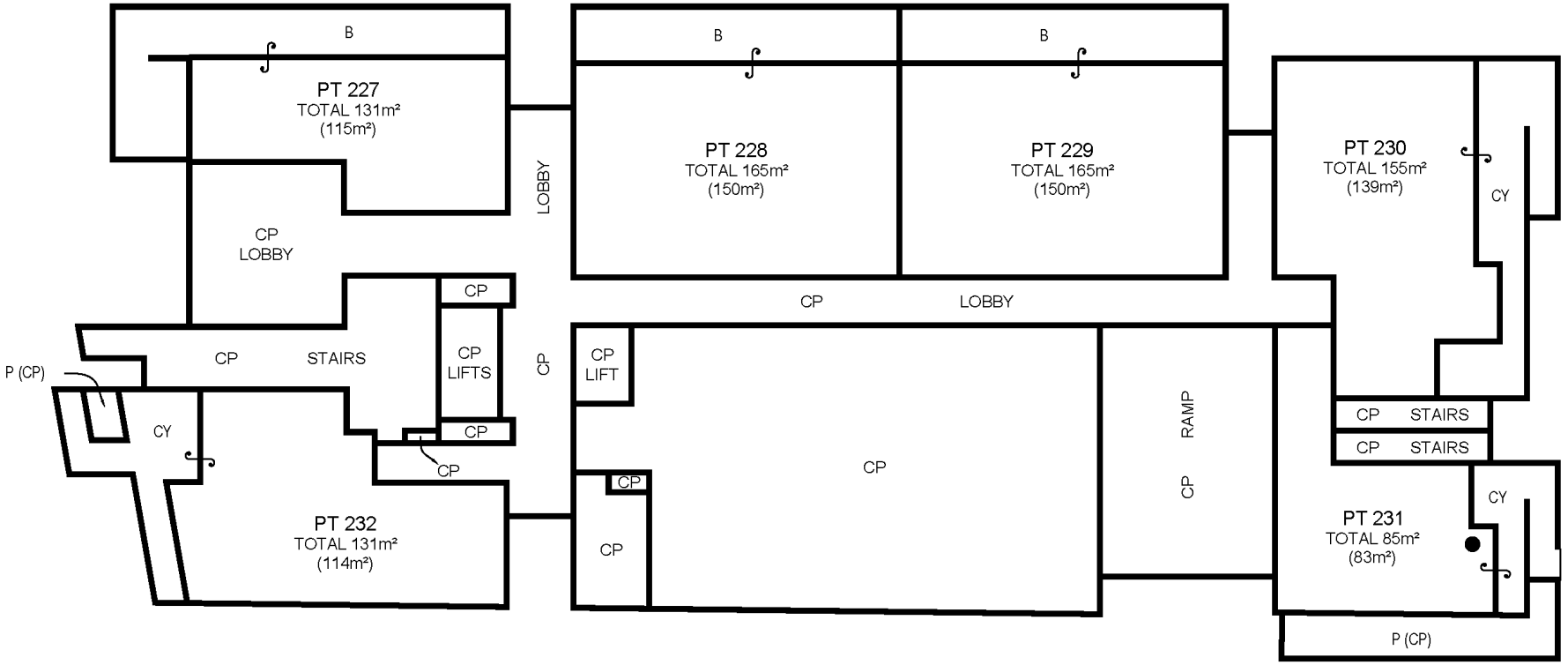
CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING C

GROUND LEVEL



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE COURTYARDS AND BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

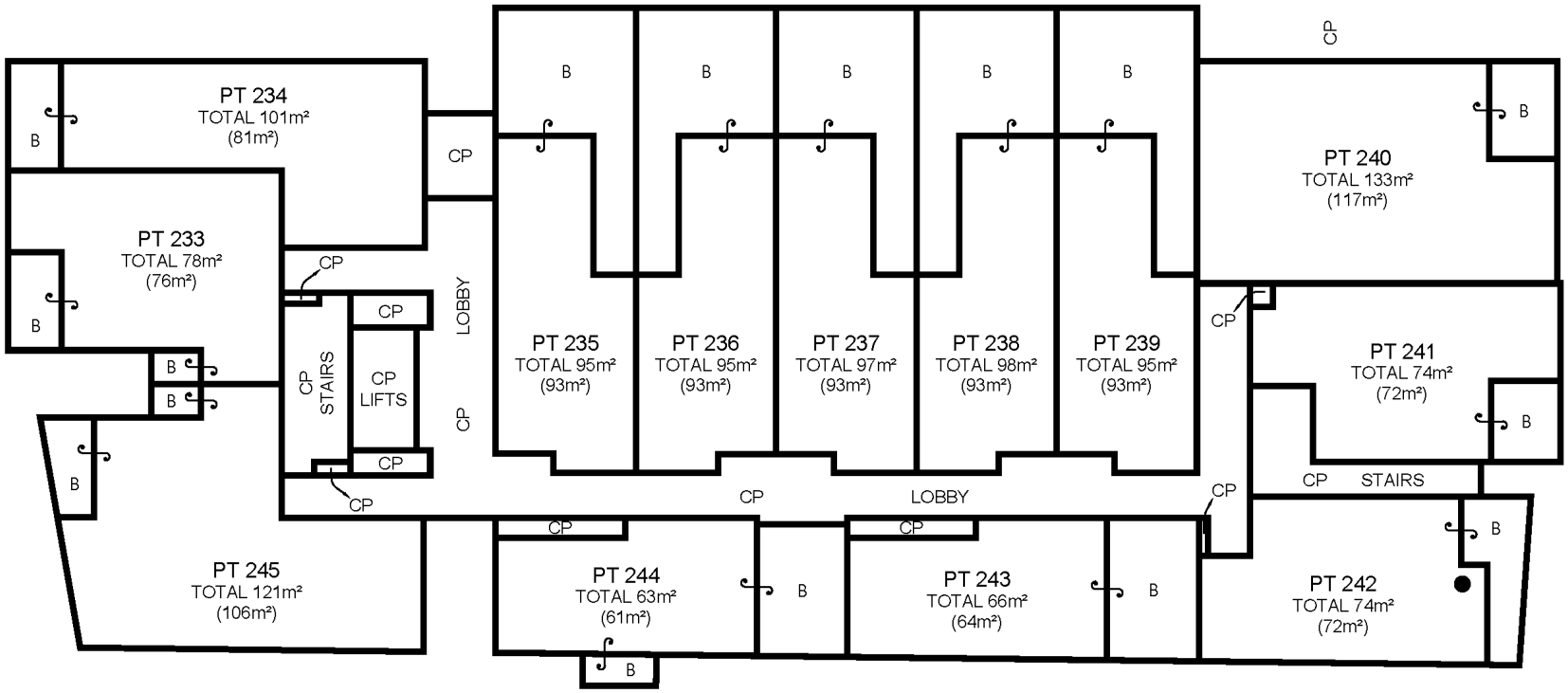
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

———	DENOTES PROLONGATION FACE OF WALL
CP	DENOTES COMMON PROPERTY
B	DENOTES BALCONY
CY	DENOTES COURTYARD
P	DENOTES PLANTER

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 17/06/2019 Reference: 181002-SP2	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 9/09/2019	SP93826

BUILDING C

LEVEL 1



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

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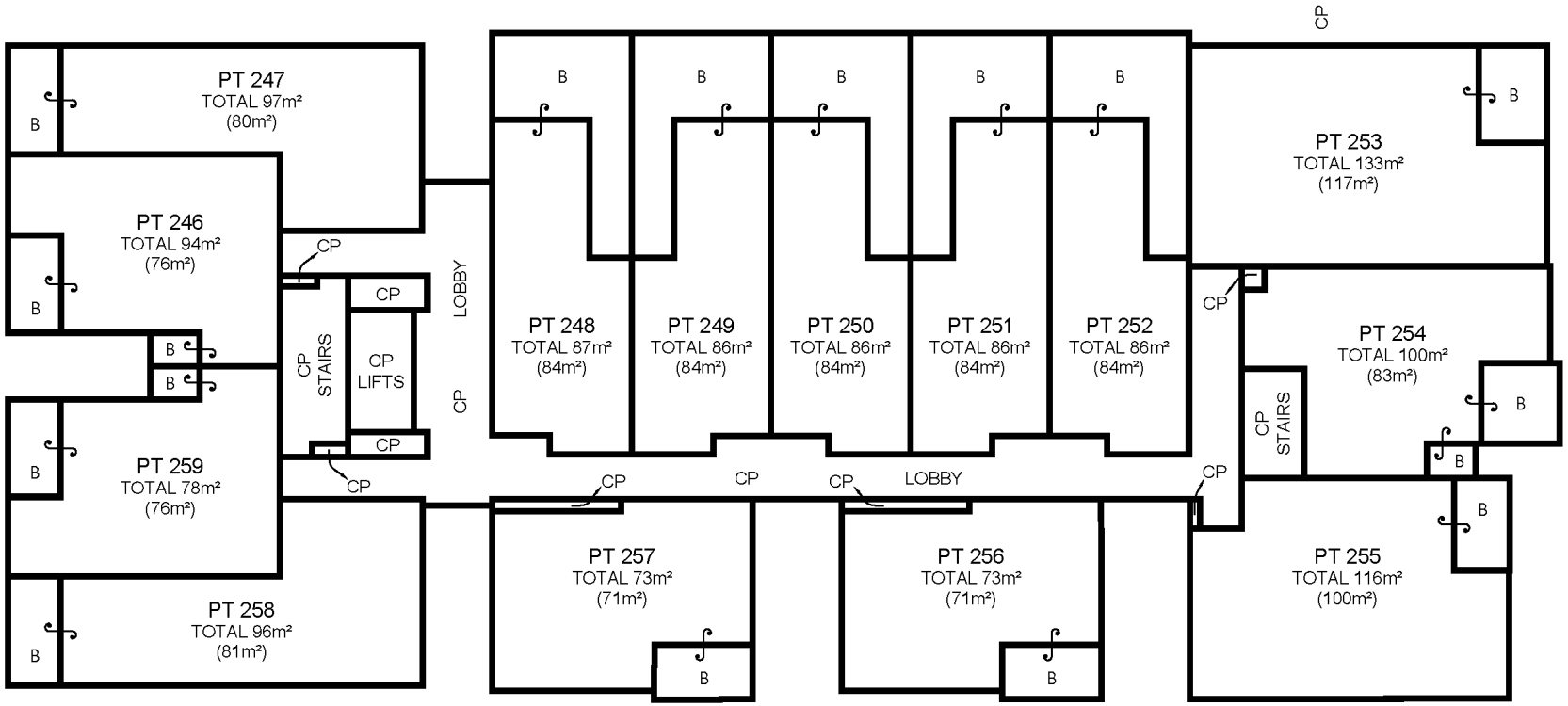
CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
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BUILDING C

LEVEL 2



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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

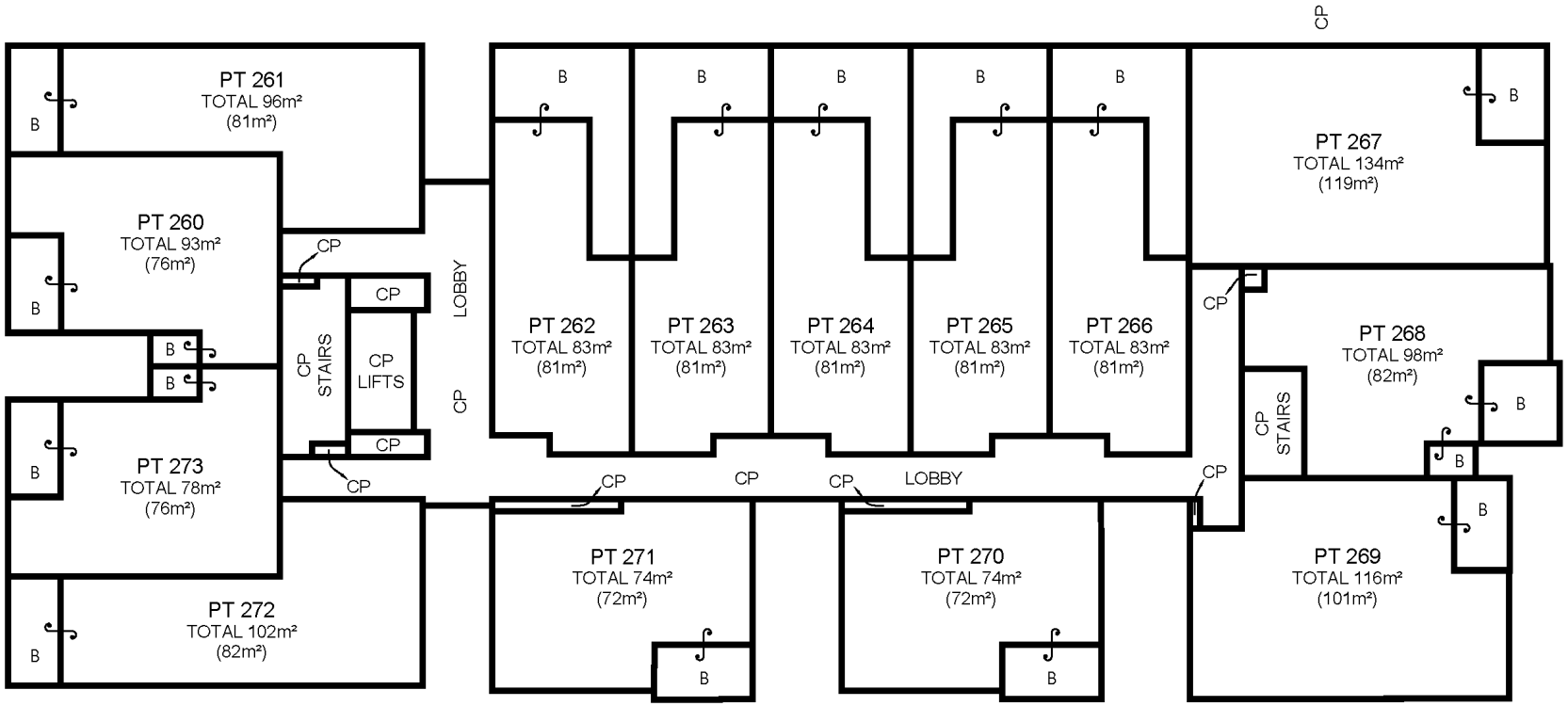
CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
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BUILDING C

LEVEL 3



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THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

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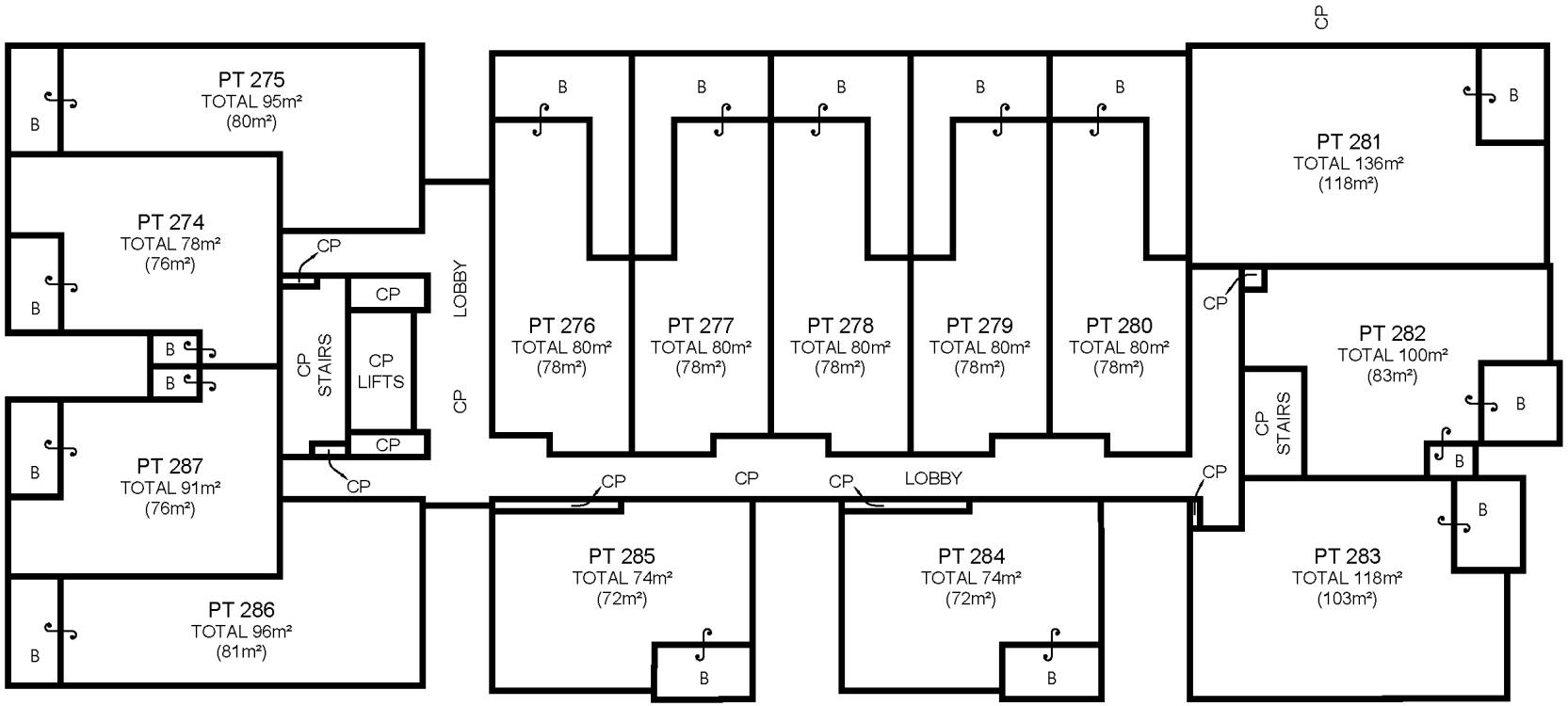
CP DENOTES COMMON PROPERTY
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
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BUILDING C

LEVEL 4



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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

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CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

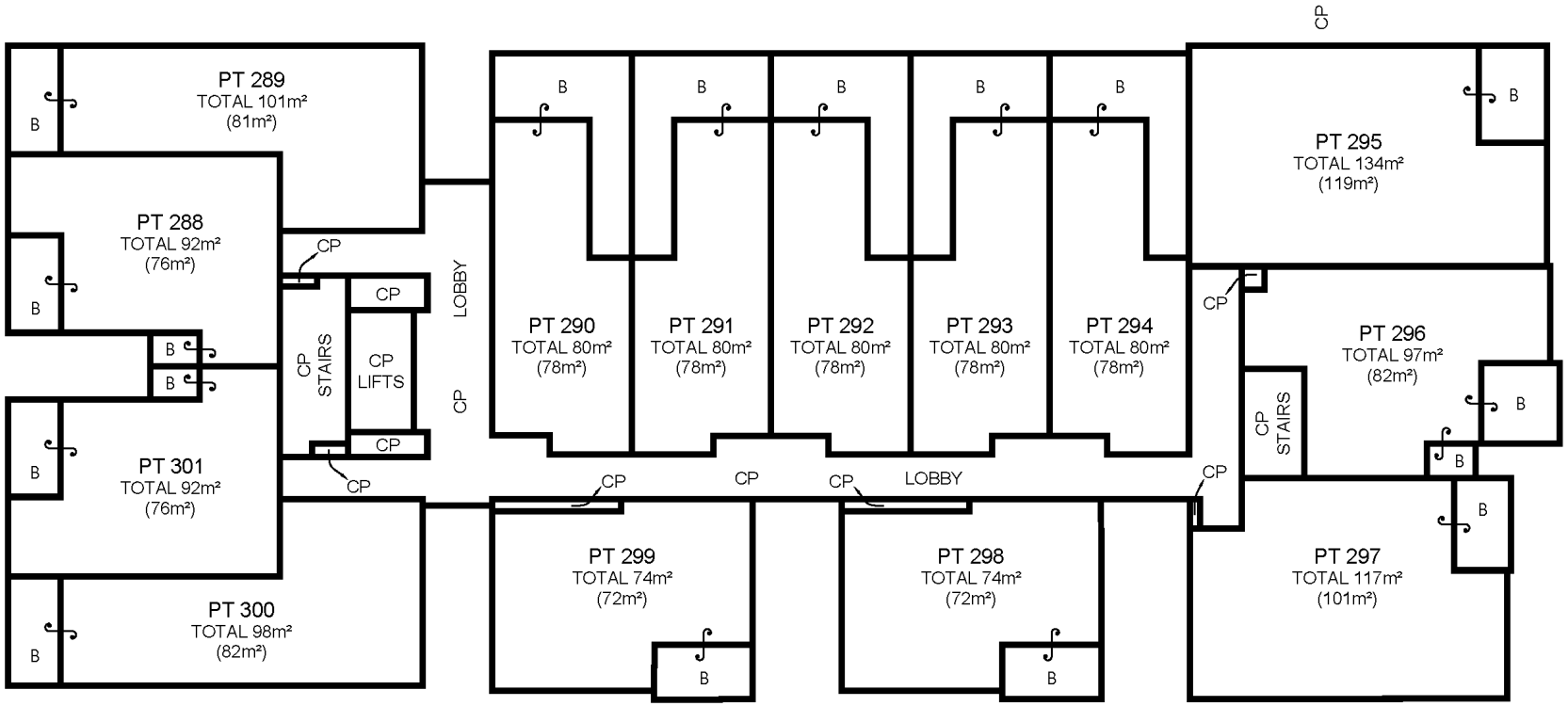
SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
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BUILDING C

LEVEL 5



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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

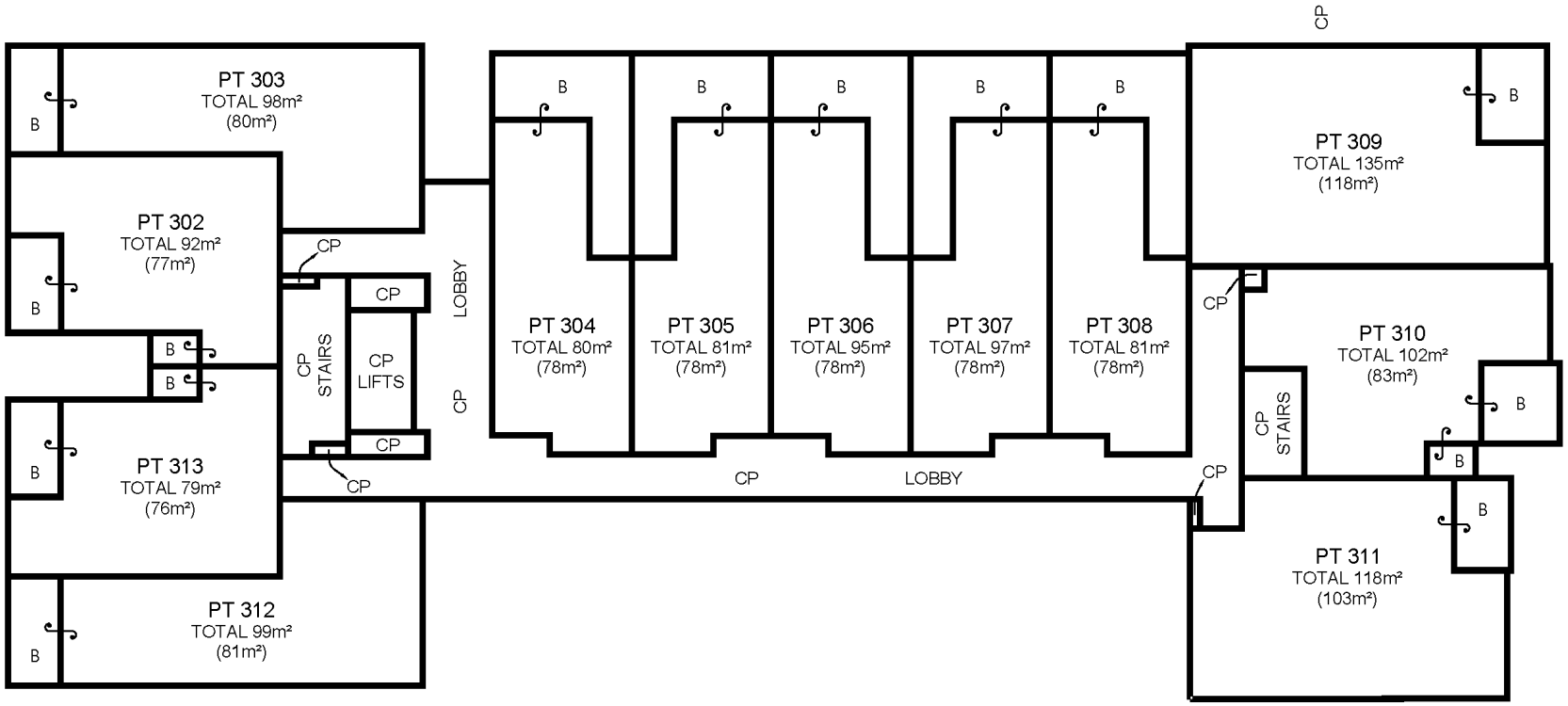
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CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

BUILDING C

LEVEL 6



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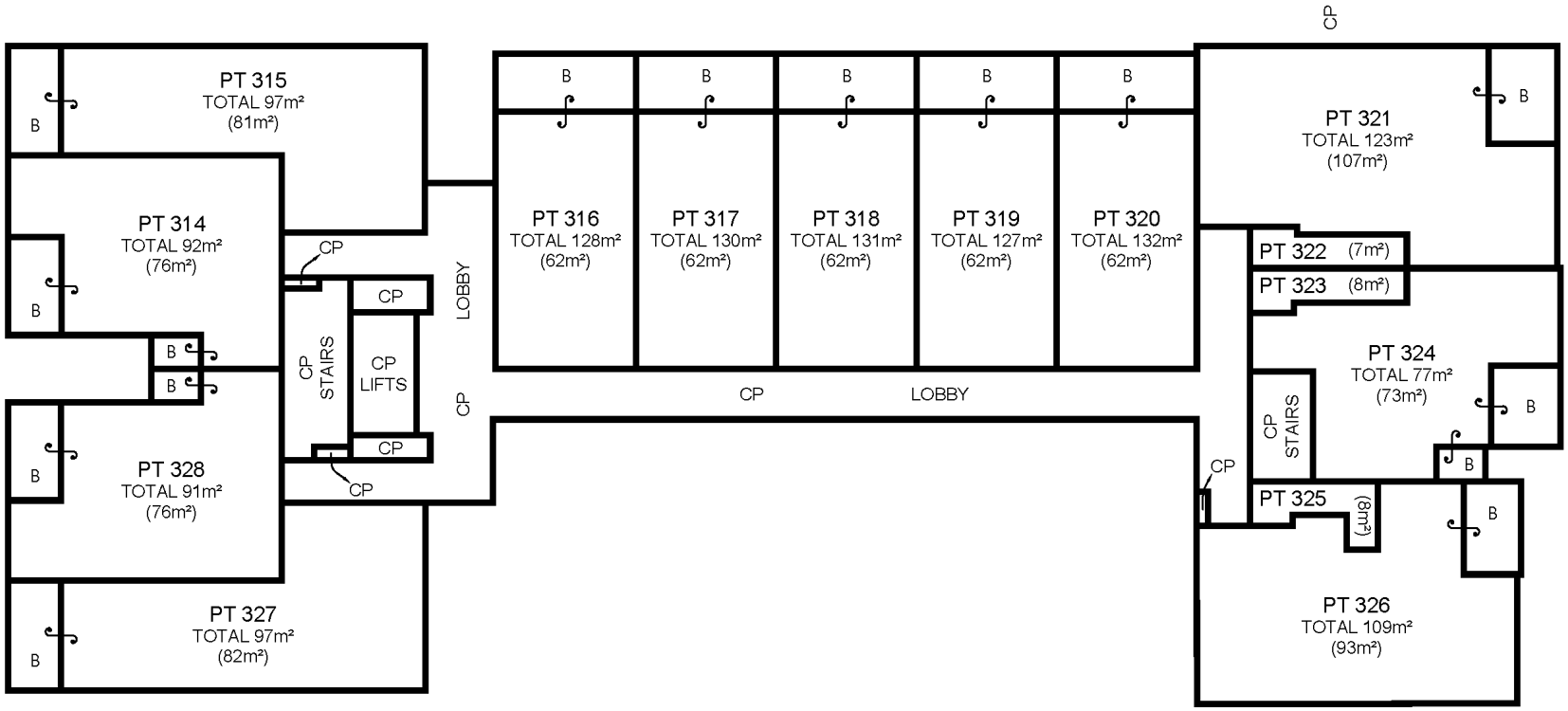
CP DENOTES COMMON PROPERTY
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
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BUILDING C

LEVEL 7



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

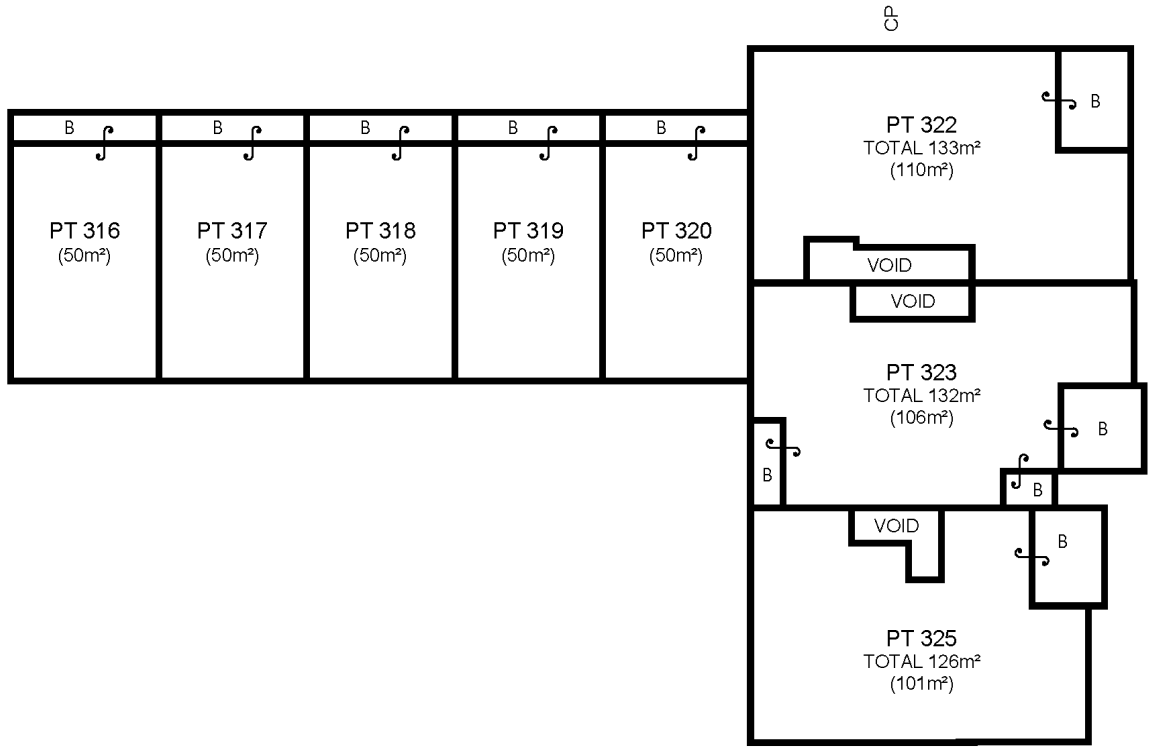
CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	9/09/2019	
Date: 17/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP2		Lengths are in metres		

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BUILDING C

LEVEL 8



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SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93826
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SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 14 sheet(s)

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Registered: 9/09/2019	SP93826

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248026	LGA: SYDNEY Locality: ZETLAND Parish: ALEXANDRIA County: CUMBERLAND

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

Address for Service of Documents

25 GEDDES AVENUE
ZETLAND NSW 2017

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata 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 PETER WILLIAM VANDERGRAAF,
of GEOSURV PTY LTD
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 place

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

Signature: P Vandergraaf

Date: 17.06.2019

Surveyor ID: 2129

Surveyor's Reference: 181002-SP2

^ 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 proposed 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 place 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: 171/2019

Relevant Planning Approval No.: CDC 2019/42

issued by: ANTHONY ALLEN (BPB0004)

Signature:

Date: 17/7/19

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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

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Registered: 9/09/2019	SP93826

VALUER'S CERTIFICATE

I, ANDREW HURLEY ..... 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 19/09/19

SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
1	51	28	31	55	37
2	31	29	31	56	30
3	31	30	37	57	31
4	25	31	30	58	31
5	28	32	31	59	22
6	34	33	31	60	22
7	30	34	21	61	21
8	30	35	41	62	31
9	30	36	31	63	32
10	22	37	32	64	37
11	21	38	37	65	30
12	31	39	30	66	31
13	31	40	31	67	31
14	37	41	31	68	22
15	30	42	22	69	22
16	30	43	42	70	21
17	30	44	31	71	32
18	21	45	32	72	32
19	41	46	37	73	38
20	31	47	30	74	31
21	31	48	31	75	32
22	37	49	31	76	32
23	30	50	22	77	22
24	31	51	21	78	22
25	31	52	21	79	22
26	21	53	31	80	32
27	41	54	32	81	32

Surveyor's Reference: 181002-SP2

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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*

SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
82	38	117	33	152	31
83	31	118	38	153	31
84	32	119	31	154	32
85	32	120	32	155	29
86	22	121	32	156	47
87	22	122	23	157	22
88	22	123	23	158	31
89	32	124	22	159	31
90	32	125	50	160	36
91	38	126	24	161	42
92	31	127	29	162	31
93	32	128	27	163	31
94	32	129	28	164	31
95	22	130	28	165	32
96	22	131	28	166	29
97	22	132	28	167	47
98	32	133	29	168	22
99	33	134	47	169	31
100	38	135	21	170	31
101	31	136	23	171	36
102	32	137	29	172	43
103	32	138	29	173	32
104	23	139	40	174	32
105	22	140	31	175	32
106	22	141	31	176	32
107	32	142	31	177	29
108	33	143	31	178	48
109	38	144	29	179	22
110	31	145	47	180	31
111	32	146	21	181	31
112	32	147	31	182	36
113	23	148	30	183	43
114	22	149	36	184	32
115	22	150	43	185	32
116	32	151	31	186	32

Surveyor's Reference: 181002-SP2

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 14 sheet(s)

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SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
187	32	222	49	257	25
188	29	223	22	258	29
189	48	224	32	259	28
190	22	225	32	260	28
191	31	226	37	261	29
192	31	227	31	262	23
193	37	228	48	263	23
194	44	229	48	264	23
195	32	230	43	265	23
196	32	231	24	266	23
197	32	232	36	267	44
198	32	233	25	268	31
199	29	234	28	269	35
200	48	235	23	270	25
201	22	236	23	271	25
202	32	237	23	272	29
203	32	238	23	273	26
204	37	239	23	274	26
205	35	240	43	275	29
206	28	241	25	276	23
207	28	242	23	277	23
208	28	243	20	278	23
209	28	244	20	279	23
210	30	245	38	280	23
211	49	246	27	281	44
212	22	247	29	282	31
213	32	248	22	283	36
214	32	249	22	284	25
215	37	250	22	285	25
216	34	251	22	286	29
217	28	252	22	287	28
218	28	253	44	288	28
219	28	254	30	289	29
220	28	255	35	290	23
221	30	256	25	291	23

Surveyor's Reference: 181002-SP2

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SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
292	23	305	24	318	37
293	23	306	24	319	37
294	23	307	24	320	37
295	45	308	24	321	40
296	31	309	45	322	42
297	36	310	32	323	38
298	29	311	36	324	25
299	26	312	29	325	40
300	29	313	28	326	37
301	28	314	28	327	29
302	28	315	29	328	28
303	29	316	37	AGGREGATE	10,000
304	24	317	37		

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 14 sheet(s)

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
CP	N/A	25	GEDDES	AVENUE	ZETLAND
1	G01	25	GEDDES	AVENUE	ZETLAND
2	G02	25	GEDDES	AVENUE	ZETLAND
3	G03	25	GEDDES	AVENUE	ZETLAND
4	101	25	GEDDES	AVENUE	ZETLAND
5	102	25	GEDDES	AVENUE	ZETLAND
6	103	25	GEDDES	AVENUE	ZETLAND
7	105	25	GEDDES	AVENUE	ZETLAND
8	106	25	GEDDES	AVENUE	ZETLAND
9	108	25	GEDDES	AVENUE	ZETLAND
10	109	25	GEDDES	AVENUE	ZETLAND
11	107	25	GEDDES	AVENUE	ZETLAND
12	201	25	GEDDES	AVENUE	ZETLAND
13	202	25	GEDDES	AVENUE	ZETLAND
14	203	25	GEDDES	AVENUE	ZETLAND
15	205	25	GEDDES	AVENUE	ZETLAND
16	206	25	GEDDES	AVENUE	ZETLAND
17	208	25	GEDDES	AVENUE	ZETLAND
18	209	25	GEDDES	AVENUE	ZETLAND
19	207	25	GEDDES	AVENUE	ZETLAND
20	301	25	GEDDES	AVENUE	ZETLAND
21	302	25	GEDDES	AVENUE	ZETLAND
22	303	25	GEDDES	AVENUE	ZETLAND
23	305	25	GEDDES	AVENUE	ZETLAND
24	306	25	GEDDES	AVENUE	ZETLAND
25	308	25	GEDDES	AVENUE	ZETLAND
26	309	25	GEDDES	AVENUE	ZETLAND
27	307	25	GEDDES	AVENUE	ZETLAND
28	401	25	GEDDES	AVENUE	ZETLAND
29	402	25	GEDDES	AVENUE	ZETLAND
30	403	25	GEDDES	AVENUE	ZETLAND
31	405	25	GEDDES	AVENUE	ZETLAND
32	406	25	GEDDES	AVENUE	ZETLAND
33	408	25	GEDDES	AVENUE	ZETLAND
34	409	25	GEDDES	AVENUE	ZETLAND
35	407	25	GEDDES	AVENUE	ZETLAND
36	501	25	GEDDES	AVENUE	ZETLAND
37	502	25	GEDDES	AVENUE	ZETLAND
38	503	25	GEDDES	AVENUE	ZETLAND
39	505	25	GEDDES	AVENUE	ZETLAND
40	506	25	GEDDES	AVENUE	ZETLAND
41	508	25	GEDDES	AVENUE	ZETLAND
42	509	25	GEDDES	AVENUE	ZETLAND
43	507	25	GEDDES	AVENUE	ZETLAND
44	602	25	GEDDES	AVENUE	ZETLAND
45	603	25	GEDDES	AVENUE	ZETLAND
46	605	25	GEDDES	AVENUE	ZETLAND
47	606	25	GEDDES	AVENUE	ZETLAND

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
48	607	25	GEDDES	AVENUE	ZETLAND
49	609	25	GEDDES	AVENUE	ZETLAND
50	610	25	GEDDES	AVENUE	ZETLAND
51	608	25	GEDDES	AVENUE	ZETLAND
52	601	25	GEDDES	AVENUE	ZETLAND
53	702	25	GEDDES	AVENUE	ZETLAND
54	703	25	GEDDES	AVENUE	ZETLAND
55	705	25	GEDDES	AVENUE	ZETLAND
56	706	25	GEDDES	AVENUE	ZETLAND
57	707	25	GEDDES	AVENUE	ZETLAND
58	709	25	GEDDES	AVENUE	ZETLAND
59	710	25	GEDDES	AVENUE	ZETLAND
60	708	25	GEDDES	AVENUE	ZETLAND
61	701	25	GEDDES	AVENUE	ZETLAND
62	802	25	GEDDES	AVENUE	ZETLAND
63	803	25	GEDDES	AVENUE	ZETLAND
64	805	25	GEDDES	AVENUE	ZETLAND
65	806	25	GEDDES	AVENUE	ZETLAND
66	807	25	GEDDES	AVENUE	ZETLAND
67	809	25	GEDDES	AVENUE	ZETLAND
68	810	25	GEDDES	AVENUE	ZETLAND
69	808	25	GEDDES	AVENUE	ZETLAND
70	801	25	GEDDES	AVENUE	ZETLAND
71	902	25	GEDDES	AVENUE	ZETLAND
72	903	25	GEDDES	AVENUE	ZETLAND
73	905	25	GEDDES	AVENUE	ZETLAND
74	906	25	GEDDES	AVENUE	ZETLAND
75	907	25	GEDDES	AVENUE	ZETLAND
76	909	25	GEDDES	AVENUE	ZETLAND
77	910	25	GEDDES	AVENUE	ZETLAND
78	908	25	GEDDES	AVENUE	ZETLAND
79	901	25	GEDDES	AVENUE	ZETLAND
80	1002	25	GEDDES	AVENUE	ZETLAND
81	1003	25	GEDDES	AVENUE	ZETLAND
82	1005	25	GEDDES	AVENUE	ZETLAND
83	1006	25	GEDDES	AVENUE	ZETLAND
84	1007	25	GEDDES	AVENUE	ZETLAND
85	1009	25	GEDDES	AVENUE	ZETLAND
86	1010	25	GEDDES	AVENUE	ZETLAND
87	1008	25	GEDDES	AVENUE	ZETLAND
88	1001	25	GEDDES	AVENUE	ZETLAND
89	1102	25	GEDDES	AVENUE	ZETLAND
90	1103	25	GEDDES	AVENUE	ZETLAND
91	1105	25	GEDDES	AVENUE	ZETLAND
92	1106	25	GEDDES	AVENUE	ZETLAND
93	1107	25	GEDDES	AVENUE	ZETLAND
94	1109	25	GEDDES	AVENUE	ZETLAND

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
95	1110	25	GEDDES	AVENUE	ZETLAND
96	1108	25	GEDDES	AVENUE	ZETLAND
97	1101	25	GEDDES	AVENUE	ZETLAND
98	1202	25	GEDDES	AVENUE	ZETLAND
99	1203	25	GEDDES	AVENUE	ZETLAND
100	1205	25	GEDDES	AVENUE	ZETLAND
101	1206	25	GEDDES	AVENUE	ZETLAND
102	1207	25	GEDDES	AVENUE	ZETLAND
103	1209	25	GEDDES	AVENUE	ZETLAND
104	1210	25	GEDDES	AVENUE	ZETLAND
105	1208	25	GEDDES	AVENUE	ZETLAND
106	1201	25	GEDDES	AVENUE	ZETLAND
107	1302	25	GEDDES	AVENUE	ZETLAND
108	1303	25	GEDDES	AVENUE	ZETLAND
109	1305	25	GEDDES	AVENUE	ZETLAND
110	1306	25	GEDDES	AVENUE	ZETLAND
111	1307	25	GEDDES	AVENUE	ZETLAND
112	1309	25	GEDDES	AVENUE	ZETLAND
113	1310	25	GEDDES	AVENUE	ZETLAND
114	1308	25	GEDDES	AVENUE	ZETLAND
115	1301	25	GEDDES	AVENUE	ZETLAND
116	1402	25	GEDDES	AVENUE	ZETLAND
117	1403	25	GEDDES	AVENUE	ZETLAND
118	1405	25	GEDDES	AVENUE	ZETLAND
119	1406	25	GEDDES	AVENUE	ZETLAND
120	1407	25	GEDDES	AVENUE	ZETLAND
121	1409	25	GEDDES	AVENUE	ZETLAND
122	1410	25	GEDDES	AVENUE	ZETLAND
123	1408	25	GEDDES	AVENUE	ZETLAND
124	1401	25	GEDDES	AVENUE	ZETLAND
125	G02	6	PAUL	STREET	ZETLAND
126	G03	6	PAUL	STREET	ZETLAND
127	G01	6	PAUL	STREET	ZETLAND
128	102	6	PAUL	STREET	ZETLAND
129	103	6	PAUL	STREET	ZETLAND
130	105	6	PAUL	STREET	ZETLAND
131	106	6	PAUL	STREET	ZETLAND
132	107	6	PAUL	STREET	ZETLAND
133	108	6	PAUL	STREET	ZETLAND
134	109	6	PAUL	STREET	ZETLAND
135	111	6	PAUL	STREET	ZETLAND
136	112	6	PAUL	STREET	ZETLAND
137	110	6	PAUL	STREET	ZETLAND
138	101	6	PAUL	STREET	ZETLAND
139	202	6	PAUL	STREET	ZETLAND
140	203	6	PAUL	STREET	ZETLAND
141	205	6	PAUL	STREET	ZETLAND

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
142	206	6	PAUL	STREET	ZETLAND
143	207	6	PAUL	STREET	ZETLAND
144	208	6	PAUL	STREET	ZETLAND
145	209	6	PAUL	STREET	ZETLAND
146	211	6	PAUL	STREET	ZETLAND
147	212	6	PAUL	STREET	ZETLAND
148	210	6	PAUL	STREET	ZETLAND
149	201	6	PAUL	STREET	ZETLAND
150	302	6	PAUL	STREET	ZETLAND
151	303	6	PAUL	STREET	ZETLAND
152	305	6	PAUL	STREET	ZETLAND
153	306	6	PAUL	STREET	ZETLAND
154	307	6	PAUL	STREET	ZETLAND
155	308	6	PAUL	STREET	ZETLAND
156	309	6	PAUL	STREET	ZETLAND
157	311	6	PAUL	STREET	ZETLAND
158	312	6	PAUL	STREET	ZETLAND
159	310	6	PAUL	STREET	ZETLAND
160	301	6	PAUL	STREET	ZETLAND
161	402	6	PAUL	STREET	ZETLAND
162	403	6	PAUL	STREET	ZETLAND
163	405	6	PAUL	STREET	ZETLAND
164	406	6	PAUL	STREET	ZETLAND
165	407	6	PAUL	STREET	ZETLAND
166	408	6	PAUL	STREET	ZETLAND
167	409	6	PAUL	STREET	ZETLAND
168	411	6	PAUL	STREET	ZETLAND
169	412	6	PAUL	STREET	ZETLAND
170	410	6	PAUL	STREET	ZETLAND
171	401	6	PAUL	STREET	ZETLAND
172	502	6	PAUL	STREET	ZETLAND
173	503	6	PAUL	STREET	ZETLAND
174	505	6	PAUL	STREET	ZETLAND
175	506	6	PAUL	STREET	ZETLAND
176	507	6	PAUL	STREET	ZETLAND
177	508	6	PAUL	STREET	ZETLAND
178	509	6	PAUL	STREET	ZETLAND
179	511	6	PAUL	STREET	ZETLAND
180	512	6	PAUL	STREET	ZETLAND
181	510	6	PAUL	STREET	ZETLAND
182	501	6	PAUL	STREET	ZETLAND
183	602	6	PAUL	STREET	ZETLAND
184	603	6	PAUL	STREET	ZETLAND
185	605	6	PAUL	STREET	ZETLAND
186	606	6	PAUL	STREET	ZETLAND
187	607	6	PAUL	STREET	ZETLAND
188	608	6	PAUL	STREET	ZETLAND

Surveyor's Reference: 181002-SP2

Req:R051043 /Doc:SP 0093826 P /Rev:09-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:51 of 55
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 10 of 14 sheet(s)

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- Any information which cannot fit in the appropriate panel of any previous administration sheets
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
189	609	6	PAUL	STREET	ZETLAND
190	611	6	PAUL	STREET	ZETLAND
191	612	6	PAUL	STREET	ZETLAND
192	610	6	PAUL	STREET	ZETLAND
193	601	6	PAUL	STREET	ZETLAND
194	702	6	PAUL	STREET	ZETLAND
195	703	6	PAUL	STREET	ZETLAND
196	705	6	PAUL	STREET	ZETLAND
197	706	6	PAUL	STREET	ZETLAND
198	707	6	PAUL	STREET	ZETLAND
199	708	6	PAUL	STREET	ZETLAND
200	709	6	PAUL	STREET	ZETLAND
201	711	6	PAUL	STREET	ZETLAND
202	712	6	PAUL	STREET	ZETLAND
203	710	6	PAUL	STREET	ZETLAND
204	701	6	PAUL	STREET	ZETLAND
205	802	6	PAUL	STREET	ZETLAND
206	803	6	PAUL	STREET	ZETLAND
207	805	6	PAUL	STREET	ZETLAND
208	806	6	PAUL	STREET	ZETLAND
209	807	6	PAUL	STREET	ZETLAND
210	808	6	PAUL	STREET	ZETLAND
211	809	6	PAUL	STREET	ZETLAND
212	811	6	PAUL	STREET	ZETLAND
213	812	6	PAUL	STREET	ZETLAND
214	810	6	PAUL	STREET	ZETLAND
215	801	6	PAUL	STREET	ZETLAND
216	902	6	PAUL	STREET	ZETLAND
217	903	6	PAUL	STREET	ZETLAND
218	905	6	PAUL	STREET	ZETLAND
219	906	6	PAUL	STREET	ZETLAND
220	907	6	PAUL	STREET	ZETLAND
221	908	6	PAUL	STREET	ZETLAND
222	909	6	PAUL	STREET	ZETLAND
223	911	6	PAUL	STREET	ZETLAND
224	912	6	PAUL	STREET	ZETLAND
225	910	6	PAUL	STREET	ZETLAND
226	901	6	PAUL	STREET	ZETLAND
227	G01	12	PAUL	STREET	ZETLAND
228	G03	12	PAUL	STREET	ZETLAND
229	G05	12	PAUL	STREET	ZETLAND
230	G06	12	PAUL	STREET	ZETLAND
231	G07	12	PAUL	STREET	ZETLAND
232	G02	12	PAUL	STREET	ZETLAND
233	102	12	PAUL	STREET	ZETLAND
234	101	12	PAUL	STREET	ZETLAND
235	105	12	PAUL	STREET	ZETLAND

Surveyor's Reference: 181002-SP2

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
236	107	12	PAUL	STREET	ZETLAND
237	108	12	PAUL	STREET	ZETLAND
238	110	12	PAUL	STREET	ZETLAND
239	111	12	PAUL	STREET	ZETLAND
240	115	12	PAUL	STREET	ZETLAND
241	113	12	PAUL	STREET	ZETLAND
242	112	12	PAUL	STREET	ZETLAND
243	109	12	PAUL	STREET	ZETLAND
244	106	12	PAUL	STREET	ZETLAND
245	103	12	PAUL	STREET	ZETLAND
246	202	12	PAUL	STREET	ZETLAND
247	201	12	PAUL	STREET	ZETLAND
248	206	12	PAUL	STREET	ZETLAND
249	208	12	PAUL	STREET	ZETLAND
250	209	12	PAUL	STREET	ZETLAND
251	211	12	PAUL	STREET	ZETLAND
252	212	12	PAUL	STREET	ZETLAND
253	216	12	PAUL	STREET	ZETLAND
254	215	12	PAUL	STREET	ZETLAND
255	213	12	PAUL	STREET	ZETLAND
256	210	12	PAUL	STREET	ZETLAND
257	207	12	PAUL	STREET	ZETLAND
258	205	12	PAUL	STREET	ZETLAND
259	203	12	PAUL	STREET	ZETLAND
260	302	12	PAUL	STREET	ZETLAND
261	301	12	PAUL	STREET	ZETLAND
262	306	12	PAUL	STREET	ZETLAND
263	308	12	PAUL	STREET	ZETLAND
264	309	12	PAUL	STREET	ZETLAND
265	311	12	PAUL	STREET	ZETLAND
266	312	12	PAUL	STREET	ZETLAND
267	316	12	PAUL	STREET	ZETLAND
268	315	12	PAUL	STREET	ZETLAND
269	313	12	PAUL	STREET	ZETLAND
270	310	12	PAUL	STREET	ZETLAND
271	307	12	PAUL	STREET	ZETLAND
272	305	12	PAUL	STREET	ZETLAND
273	303	12	PAUL	STREET	ZETLAND
274	402	12	PAUL	STREET	ZETLAND
275	401	12	PAUL	STREET	ZETLAND
276	406	12	PAUL	STREET	ZETLAND
277	408	12	PAUL	STREET	ZETLAND
278	409	12	PAUL	STREET	ZETLAND
279	411	12	PAUL	STREET	ZETLAND
280	412	12	PAUL	STREET	ZETLAND
281	416	12	PAUL	STREET	ZETLAND
282	415	12	PAUL	STREET	ZETLAND

Surveyor's Reference: 181002-SP2

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

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
283	413	12	PAUL	STREET	ZETLAND
284	410	12	PAUL	STREET	ZETLAND
285	407	12	PAUL	STREET	ZETLAND
286	405	12	PAUL	STREET	ZETLAND
287	403	12	PAUL	STREET	ZETLAND
288	502	12	PAUL	STREET	ZETLAND
289	501	12	PAUL	STREET	ZETLAND
290	506	12	PAUL	STREET	ZETLAND
291	508	12	PAUL	STREET	ZETLAND
292	509	12	PAUL	STREET	ZETLAND
293	511	12	PAUL	STREET	ZETLAND
294	512	12	PAUL	STREET	ZETLAND
295	516	12	PAUL	STREET	ZETLAND
296	515	12	PAUL	STREET	ZETLAND
297	513	12	PAUL	STREET	ZETLAND
298	510	12	PAUL	STREET	ZETLAND
299	507	12	PAUL	STREET	ZETLAND
300	505	12	PAUL	STREET	ZETLAND
301	503	12	PAUL	STREET	ZETLAND
302	602	12	PAUL	STREET	ZETLAND
303	601	12	PAUL	STREET	ZETLAND
304	606	12	PAUL	STREET	ZETLAND
305	607	12	PAUL	STREET	ZETLAND
306	608	12	PAUL	STREET	ZETLAND
307	609	12	PAUL	STREET	ZETLAND
308	610	12	PAUL	STREET	ZETLAND
309	613	12	PAUL	STREET	ZETLAND
310	612	12	PAUL	STREET	ZETLAND
311	611	12	PAUL	STREET	ZETLAND
312	605	12	PAUL	STREET	ZETLAND
313	603	12	PAUL	STREET	ZETLAND
314	702	12	PAUL	STREET	ZETLAND
315	701	12	PAUL	STREET	ZETLAND
316	706	12	PAUL	STREET	ZETLAND
317	707	12	PAUL	STREET	ZETLAND
318	708	12	PAUL	STREET	ZETLAND
319	709	12	PAUL	STREET	ZETLAND
320	710	12	PAUL	STREET	ZETLAND
321	713	12	PAUL	STREET	ZETLAND
322	803	12	PAUL	STREET	ZETLAND
323	802	12	PAUL	STREET	ZETLAND
324	712	12	PAUL	STREET	ZETLAND
325	801	12	PAUL	STREET	ZETLAND
326	711	12	PAUL	STREET	ZETLAND
327	705	12	PAUL	STREET	ZETLAND
328	703	12	PAUL	STREET	ZETLAND

Surveyor's Reference: 181002-SP2

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REGISTERED PROPRIETOR

BRIDGEHILL (ZETLAND) PTY LTD
LEVEL 7, 3 RIDER BOULEVARD
RHODES NSW 2138
ACN 165 276 256
In accordance with sec 127 of
The Corporations Act 2001

.....
Director Yibin Xu

.....
Director Signature

.....
~~Executive Chairman~~ Yi Cheng Jiang
DIRECTOR

.....
~~Executive Chairman~~ Signature
DIRECTOR

Surveyor's Reference: 181002-SP2

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

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MORTGAGEE

SIGNED by Mark Allen
as attorney for **CBA CORPORATE SERVICES (NSW) PTY LIMITED** under power of attorney book 4659 no 765 in the presence of:

K Braley
Signature of witness

Kate Braley
Name of witness

Level 21, Tower 1
201 Sussex Street
Sydney, NSW 2000

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

Surveyor's Reference: 181002-SP2

LOCATION PLAN

See Sheets 3-10 For Stratum Lot Details

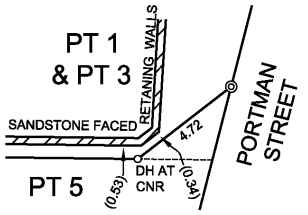


DIAGRAM S
NTS

MGA SCIMS

HEIGHT SCHEDULE					
SURVEYING AND SPATIAL INFORMATION REG. 2017: CLAUSE 71					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 59536	19.136	LC	L3	SCIMS ADOPTED	FOUND
SSM 46147	15.208	LC	L3	FROM SCIMS - DATUM VALIDATION	FOUND
SSM 49290	12.188	LC	L3	FROM SCIMS - DATUM VALIDATION	FOUND
SSM 96835	18.641	LD	N/A		FOUND
DATE OF SCIMS AHD VALUES 30-01-2019					
HEIGHT DATUM: AHD 71					

HEIGHT DIFFERENCE SCHEDULE			
SURVEYING AND SPATIAL INFORMATION REG. 2017: CLAUSE 69			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 59536	SSM 96835	- 0.495	DIFFERENTIAL LEVELLING
SSM 96835	SSM 46147	- 3.421	DIFFERENTIAL LEVELLING
SSM 46147	SSM 49290	- 3.024	DIFFERENTIAL LEVELLING
SSM 49290	PM 59536	+ 6.940	DIFFERENTIAL LEVELLING
HEIGHT DATUM: AHD 71			

NOTE:
- LOTS 4, 5 & 6 ARE TO BE CREATED FOR FUTURE PUBLIC ROADS

- LOTS 1, 2 & 3 ARE AFFECTED BY THE FOLLOWING WHOLE OF LOT EASEMENTS:
1. EASEMENT FOR SUPPORT AND SHELTER
2. EASEMENT FOR SERVICES
3. EASEMENT FOR FIRE STAIRS & PASSAGES
4. EASEMENT FOR ACCESS TO SHARED FACILITIES
5. EASEMENT FOR CONNECTIONS TO SERVICES

- LOTS 1, 2, 3, 4 & 5 ARE STRATUM LOTS WHICH ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON THE PLANS AND DIAGRAMS.

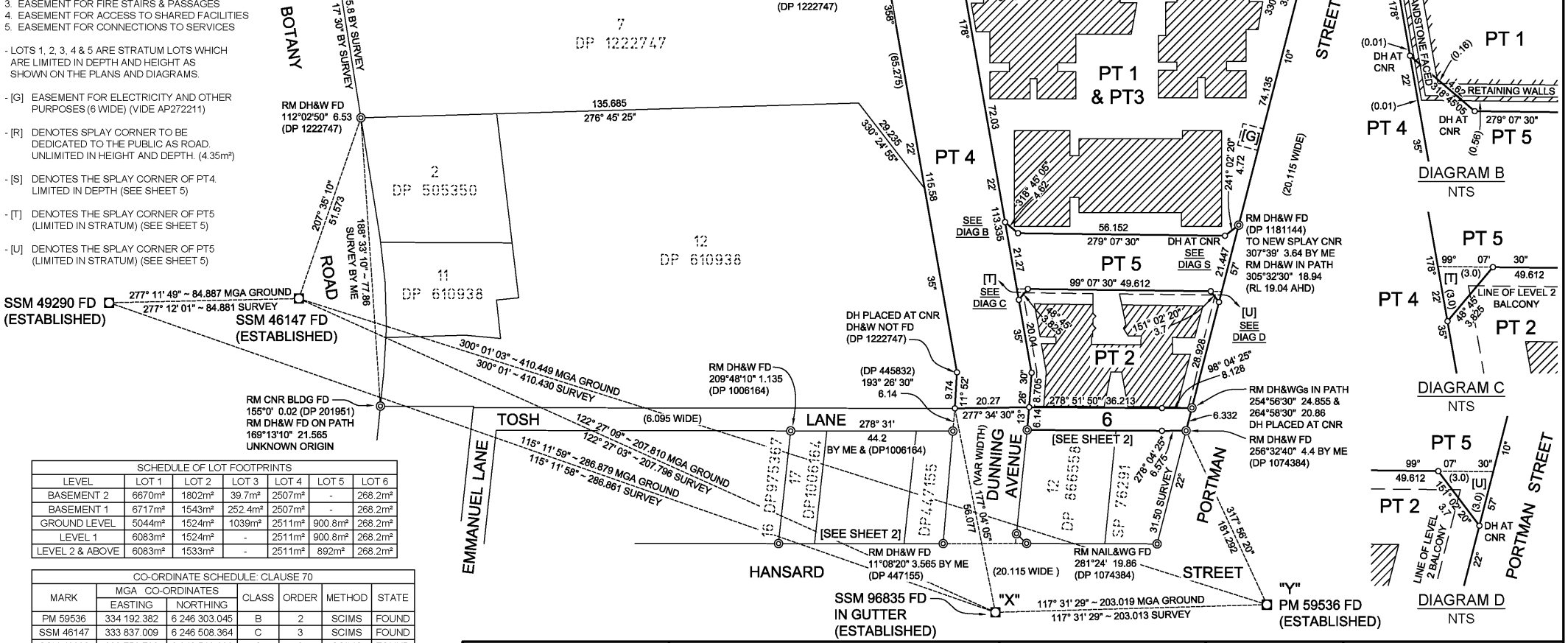
- [G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

- [R] DENOTES SPLAY CORNER TO BE DEDICATED TO THE PUBLIC AS ROAD. UNLIMITED IN HEIGHT AND DEPTH. (4.35m²)

- [S] DENOTES THE SPLAY CORNER OF PT4. LIMITED IN DEPTH (SEE SHEET 5)

- [T] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SHEET 5)

- [U] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SHEET 5)



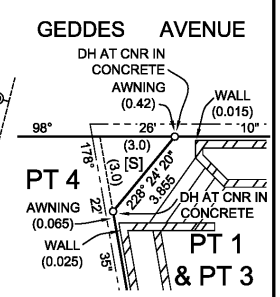


DIAGRAM A
NTS

DIAGRAM B
NTS

DIAGRAM C
NTS

DIAGRAM D
NTS

SCHEDULE OF LOT FOOTPRINTS						
LEVEL	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6
BASEMENT 2	6670m²	1802m²	39.7m²	2507m²	-	268.2m²
BASEMENT 1	6717m²	1543m²	252.4m²	2507m²	-	268.2m²
GROUND LEVEL	5044m²	1524m²	1039m²	2511m²	900.8m²	268.2m²
LEVEL 1	6083m²	1524m²	-	2511m²	900.8m²	268.2m²
LEVEL 2 & ABOVE	6083m²	1533m²	-	2511m²	892m²	268.2m²

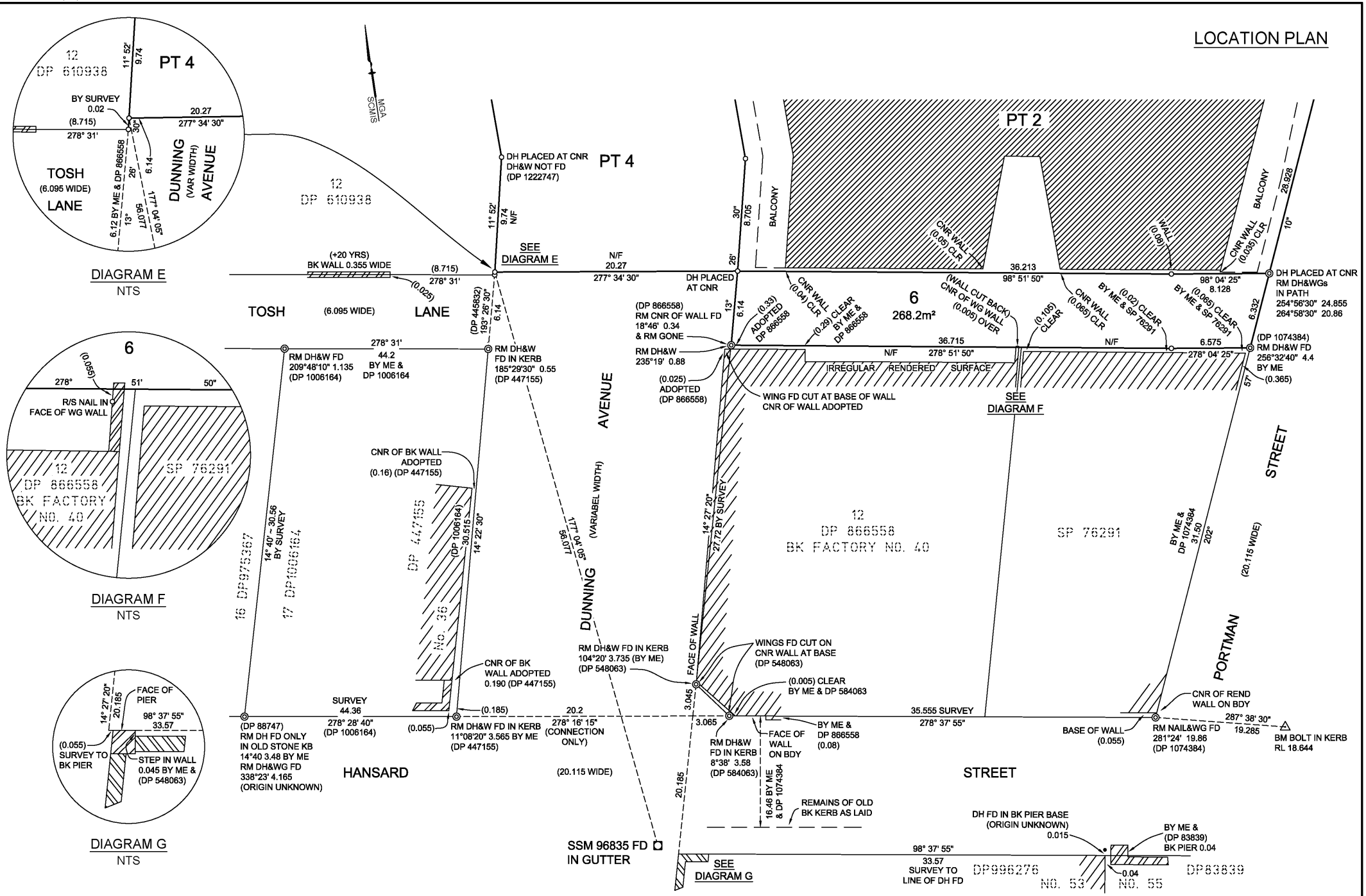
CO-ORDINATE SCHEDULE: CLAUSE 70						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
PM 59536	334 192.382	6 246 303.045	B	2	SCIMS	FOUND
SSM 46147	333 837.009	6 246 508.364	C	3	SCIMS	FOUND
SSM 49290	333 752.796	6 246 518.998	C	3	SCIMS	FOUND
SSM 96835	334 012.355	6 246 396.860	C	3	SCIMS	FOUND
SOURCE: GDA94 MGA CO-ORDINATES ADOPTED FROM SCIMS ON 03/10/2018 & 26/06/2019						
COMBINED SCALE & SEA LEVEL CORRECTION FACTOR = 0.999933 ZONE 56						

Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio 1:750	Registered 29/08/2019	DP1248026

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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LOCATION PLAN

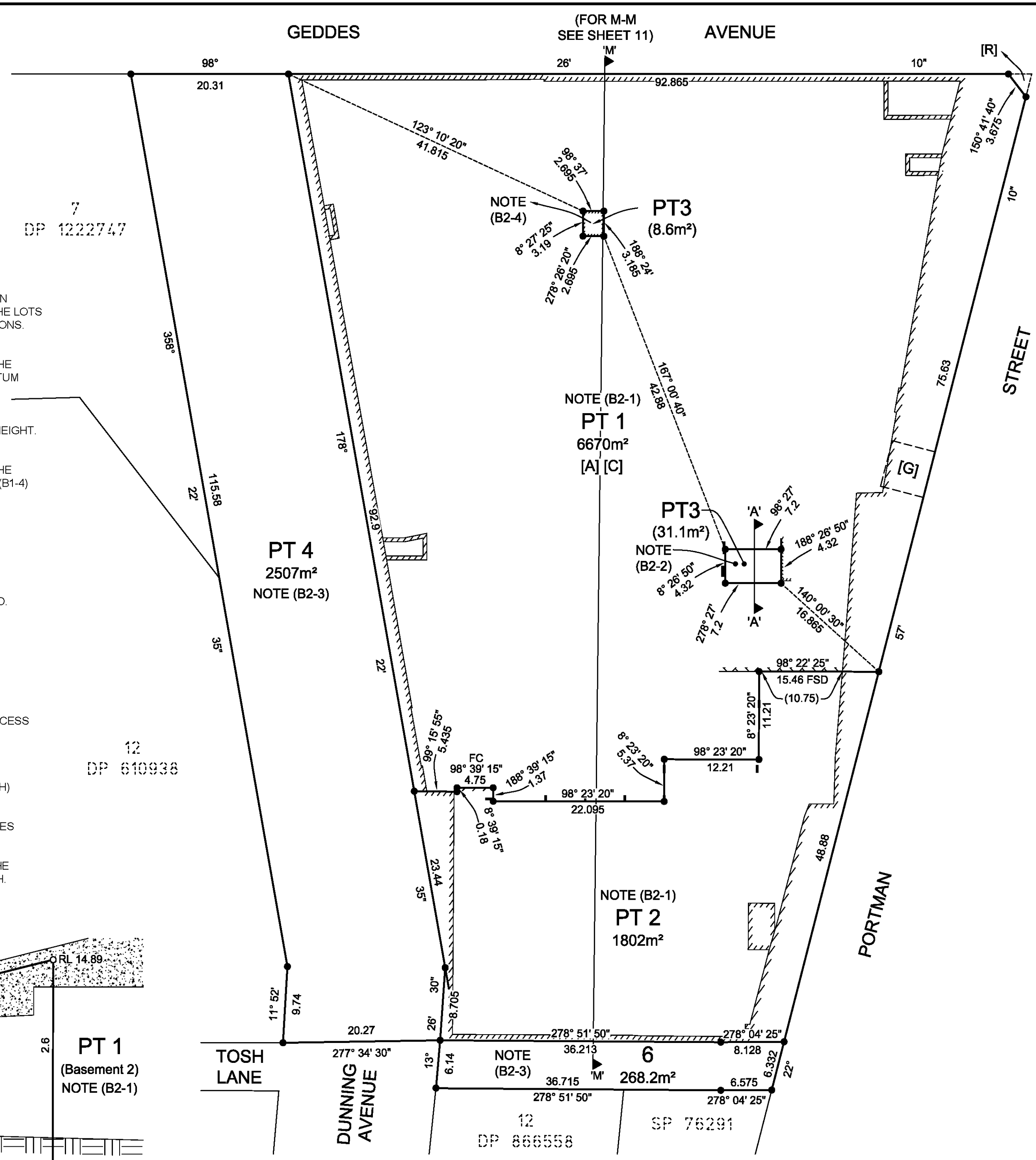


Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio 1:200	Registered 29/08/2019	DP1248026

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BASEMENT 2
(AND BELOW)



NOTE B2-1
LOTS PT1 & PT2 SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS ABOVE AS SHOWN ON THE PLANS DIAGRAMS AND SECTIONS.

NOTE B2-2
PT3 IS UNLIMITED IN DEPTH & IS LIMITED IN HEIGHT TO THE LEVEL & INCLINE PLANE THAT DEFINE THE LOWER STRATUM LIMIT OF PT1 BASEMENT LEVEL 1 ABOVE PT3 AS SHOWN.

NOTE B2-3
LOTS PT4 & 6 ARE UNLIMITED IN DEPTH & UNLIMITED IN HEIGHT.

NOTE B2-4
PT3 IS UNLIMITED IN DEPTH & IS LIMITED IN HEIGHT TO THE LOWER LIMIT OF PT3 ON BASEMENT LEVEL 1 SHOWN AS (B1-4)

NOTES:

FC DENOTES FACE OF METAL STORAGE CAGE

FSD DENOTES FACE OF CONCRETE FLOOR STEP DOWN

CORNERS ARE NOT MARKED UNLESS OTHERWISE NOTED.

BOUNDARIES ARE ALONG FACE OF WALLS & COLUMNS UNLESS NOTED.

▬ DENOTES FACE OF COLUMN

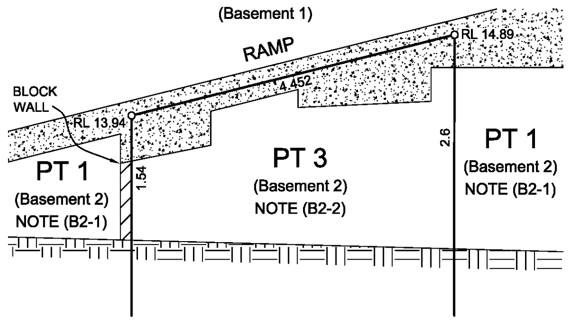
⁄⁄⁄⁄⁄⁄ DENOTES INTERNAL FACE OF WALL

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

[R] DENOTES SPLAY CORNER TO BE DEDICATED TO THE PUBLIC AS ROAD. UNLIMITED IN HEIGHT AND DEPTH.

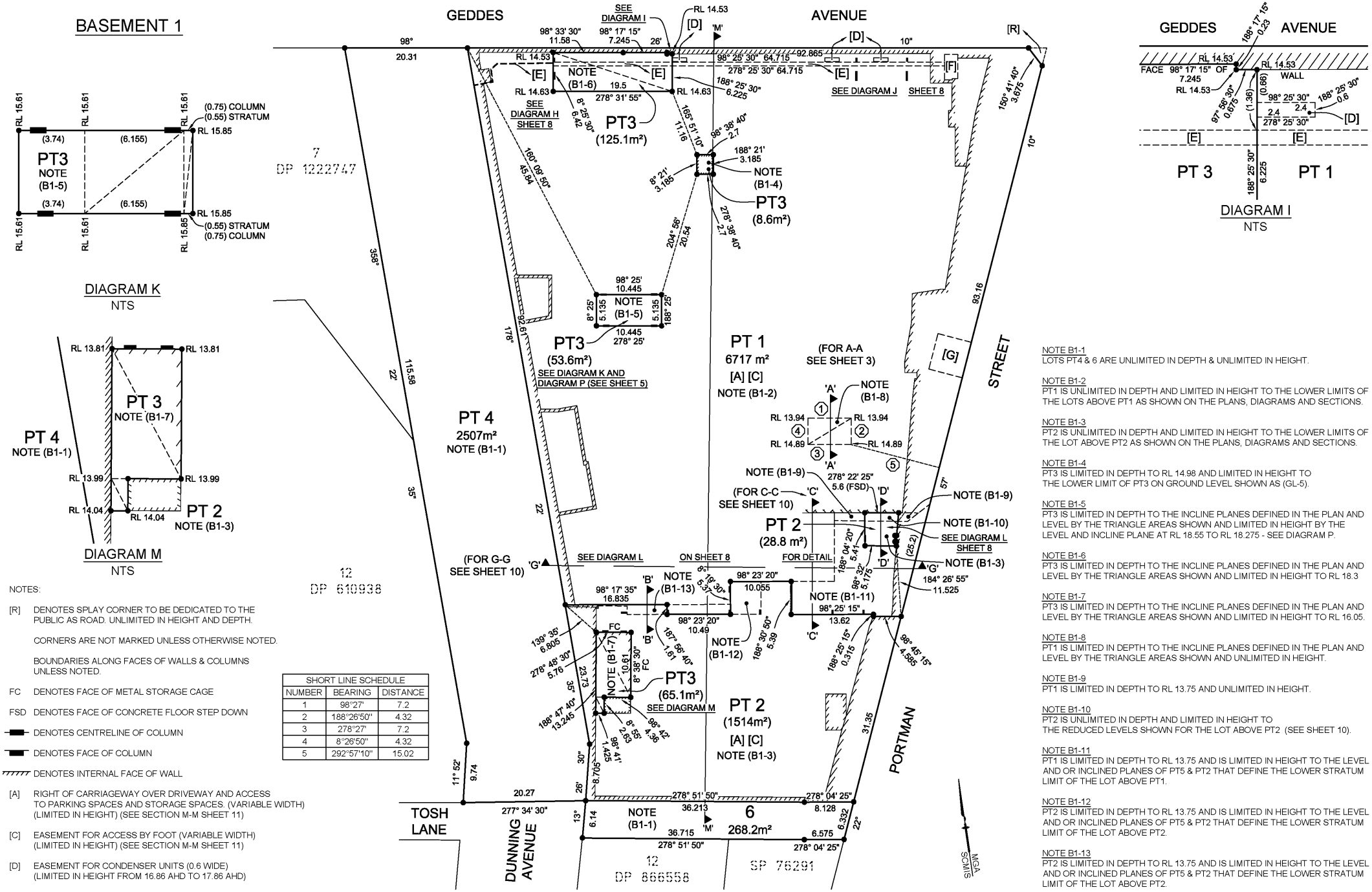


SECTION 'A-A'
NTS

Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio 1:400	Registered 29/08/2019

DP1248026

10 20 30 40 50 Table of mm 90 100 110 120 130 140



NOTES:

[R] DENOTES SPLAY CORNER TO BE DEDICATED TO THE PUBLIC AS ROAD. UNLIMITED IN HEIGHT AND DEPTH.

CORNERS ARE NOT MARKED UNLESS OTHERWISE NOTED.

BOUNDARIES ALONG FACES OF WALLS & COLUMNS UNLESS NOTED.

FC DENOTES FACE OF METAL STORAGE CAGE

FSD DENOTES FACE OF CONCRETE FLOOR STEP DOWN

DENOTES CENTRELINE OF COLUMN

DENOTES FACE OF COLUMN

DENOTES INTERNAL FACE OF WALL

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

[D] EASEMENT FOR CONDENSER UNITS (0.6 WIDE) (LIMITED IN HEIGHT FROM 16.86 AHD TO 17.86 AHD)

[E] EASEMENT FOR NON-POTABLE WATER SUPPLY. (0.6 WIDE & VARIABLE) (LIMITED IN STRATUM FROM 16.9 AHD TO 17.4 AHD)

[F] EASEMENT FOR NON POTABLE PUMP ROOM (2.18 WIDE & VARIABLE) (LIMITED IN HEIGHT FROM 14.7 AHD TO 17.77 AHD)

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

SHORT LINE SCHEDULE		
NUMBER	BEARING	DISTANCE
1	98°27'	7.2
2	188°26'50"	4.32
3	278°27'	7.2
4	8°26'50"	4.32
5	292°57'10"	15.02

NOTE B1-1
LOTS PT4 & 6 ARE UNLIMITED IN DEPTH & UNLIMITED IN HEIGHT.

NOTE B1-2
PT1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS ABOVE PT1 AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS.

NOTE B1-3
PT2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOT ABOVE PT2 AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS.

NOTE B1-4
PT3 IS LIMITED IN DEPTH TO RL 14.98 AND LIMITED IN HEIGHT TO THE LOWER LIMIT OF PT3 ON GROUND LEVEL SHOWN AS (GL-5).

NOTE B1-5
PT3 IS LIMITED IN DEPTH TO THE INCLINE PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS SHOWN AND LIMITED IN HEIGHT BY THE LEVEL AND INCLINE PLANE AT RL 18.55 TO RL 18.275 - SEE DIAGRAM P.

NOTE B1-6
PT3 IS LIMITED IN DEPTH TO THE INCLINE PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS SHOWN AND LIMITED IN HEIGHT TO RL 18.3

NOTE B1-7
PT3 IS LIMITED IN DEPTH TO THE INCLINE PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS SHOWN AND LIMITED IN HEIGHT TO RL 16.05.

NOTE B1-8
PT1 IS LIMITED IN DEPTH TO THE INCLINE PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS SHOWN AND UNLIMITED IN HEIGHT.

NOTE B1-9
PT1 IS LIMITED IN DEPTH TO RL 13.75 AND UNLIMITED IN HEIGHT.

NOTE B1-10
PT2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE REDUCED LEVELS SHOWN FOR THE LOT ABOVE PT2 (SEE SHEET 10).

NOTE B1-11
PT1 IS LIMITED IN DEPTH TO RL 13.75 AND IS LIMITED IN HEIGHT TO THE LEVEL AND OR INCLINED PLANES OF PT5 & PT2 THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT1.

NOTE B1-12
PT2 IS LIMITED IN DEPTH TO RL 13.75 AND IS LIMITED IN HEIGHT TO THE LEVEL AND OR INCLINED PLANES OF PT5 & PT2 THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT2.

NOTE B1-13
PT2 IS LIMITED IN DEPTH TO RL 13.75 AND IS LIMITED IN HEIGHT TO THE LEVEL AND OR INCLINED PLANES OF PT5 & PT2 THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT2.

Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio 1:400	Registered 29/08/2019	DP1248026

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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GROUND LEVEL

NOTES:

CORNERS ARE NOT MARKED UNLESS OTHERWISE NOTED.

BOUNDARIES ALONG FACES OF WALLS & COLUMNS UNLESS NOTED.

FW DENOTES FACE OF WALL

DENOTES CENTRELINE OF WALL

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION N-N SHEET 11)

[B] EASEMENT TO ACCESS AND USE LOADING DOCK (VARIABLE WIDTH) (LIMITED IN HEIGHT FROM 18.9 AHD TO 23.0 AHD)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

[R] DENOTES SPLAY CORNER TO BE DEDICATED TO THE PUBLIC AS ROAD. UNLIMITED IN HEIGHT AND DEPTH.

[S] DENOTES PT4 SPLAY CORNER LIMITED IN DEPTH.

[T] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SECTION J-J)

[U] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SECTION K-K SHEET 10)

NOTE GL-1
PT4 SPLAY CORNER IS LIMITED IN DEPTH TO RL 17.2 & UNLIMITED IN HEIGHT.

NOTE GL-2
LOTS PT4 & 6 ARE UNLIMITED IN DEPTH & UNLIMITED IN HEIGHT.

NOTE GL-3
PT5 IS LIMITED IN DEPTH TO THE INCLINE PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS SHOWN AND IS UNLIMITED IN HEIGHT.

NOTE GL-4
PT1 IS UNLIMITED IN DEPTH AND IS UNLIMITED IN HEIGHT.

NOTE GL-5
PT3 IS LIMITED IN DEPTH TO RL 18.3 AND IS LIMITED IN HEIGHT TO RL 23.3

NOTE GL-6
PT2 IS UNLIMITED IN DEPTH AND IS UNLIMITED IN HEIGHT.

NOTE GL-7
PT2 IS LIMITED IN DEPTH TO RL 16.05 AND IS LIMITED IN HEIGHT TO RL 22.5

NOTE GL-8
PT2 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 22.5

NOTE GL-9
PT2 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 22.5

NOTE GL-10
PT1 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 23.55

NOTE GL-11
PT1 IS LIMITED IN DEPTH TO THE LEVEL AND INCLINED PLANE DEFINED IN THE PLAN BY THE TRIANGLE AREAS SHOWN AND IS LIMITED IN HEIGHT TO RL 23.4

NOTE GL-12
PT3 IS LIMITED IN DEPTH TO RL 16.95 AND IS LIMITED IN HEIGHT TO RL 23.3

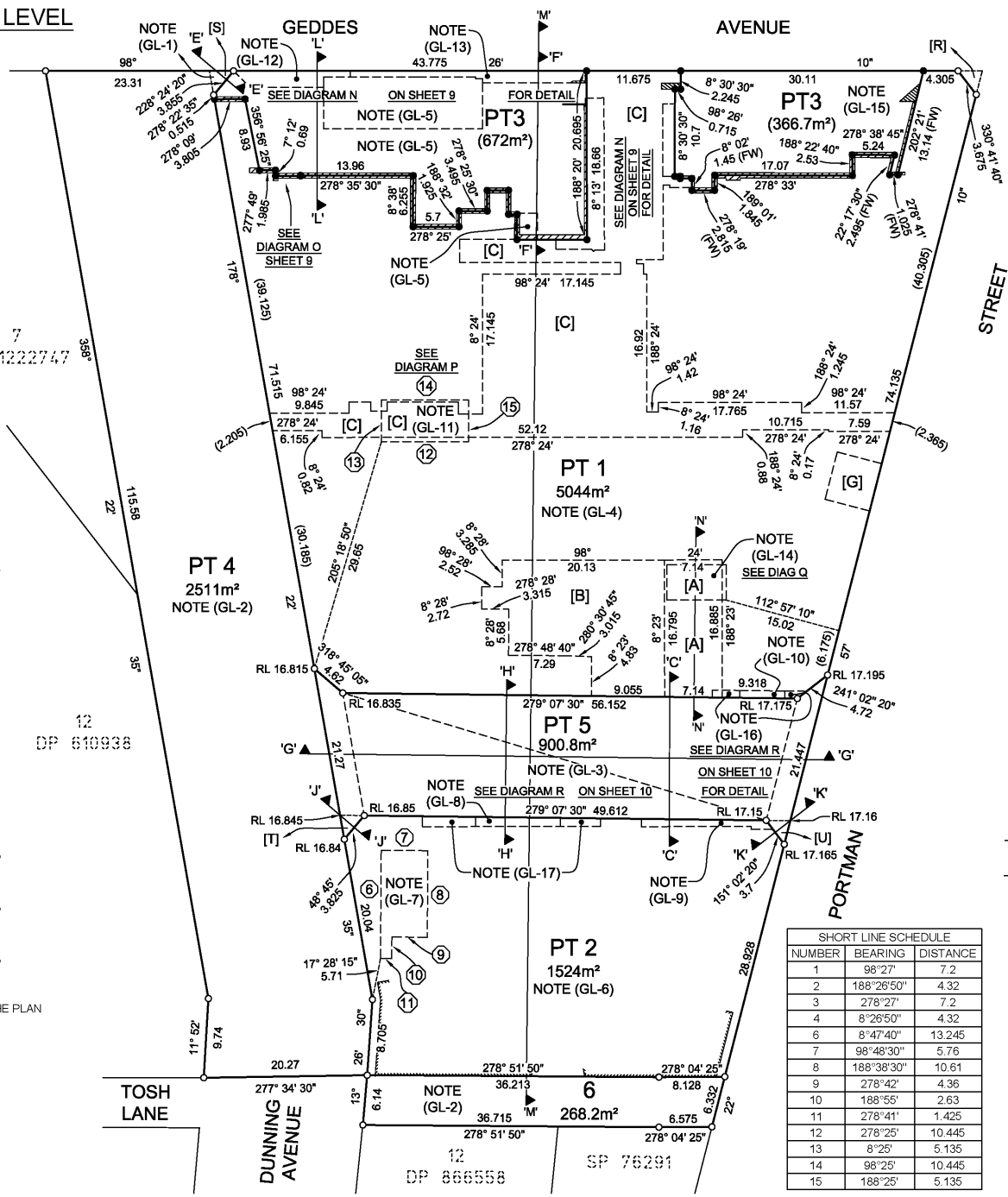
NOTE GL-13
PT3 IS LIMITED IN DEPTH TO RL 17.57 AND IS LIMITED IN HEIGHT TO RL 23.3

NOTE GL-14
PT1 IS LIMITED IN DEPTH BY AN INCLINE PLANE AT RL 14.89 TO RL 13.94 AND IS LIMITED IN HEIGHT TO RL 23.55

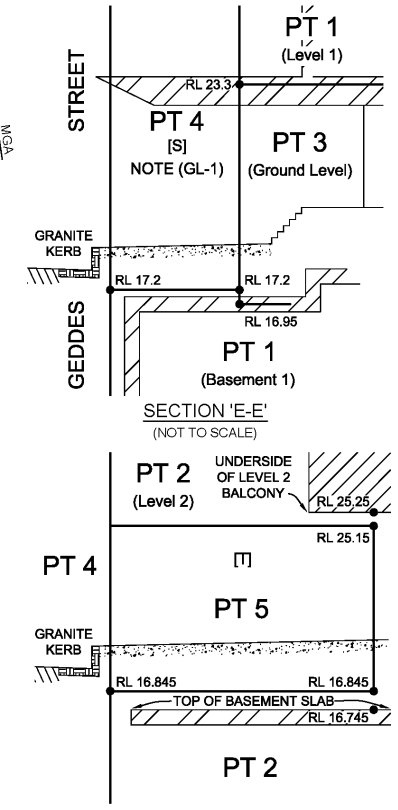
NOTE GL-15
PT3 IS LIMITED IN DEPTH TO RL 18.04 AND IS LIMITED IN HEIGHT TO RL 23.3

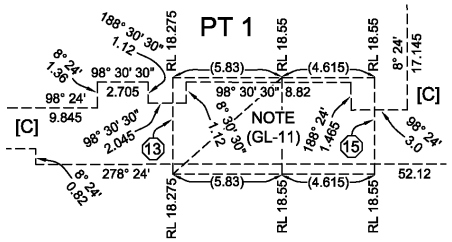
NOTE GL-16
PT1 IS LIMITED IN DEPTH TO 13.75 AND IS LIMITED IN HEIGHT TO RL 23.55

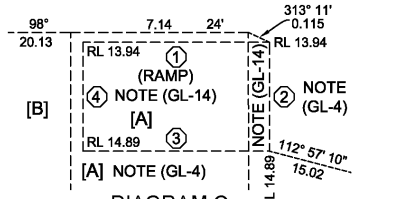
NOTE GL-17
PT2 IS LIMITED IN DEPTH TO THE SLOPING PLANES AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 22.5



SHORT LINE SCHEDULE		
NUMBER	BEARING	DISTANCE
1	98°27'	7.2
2	188°26'50"	4.32
3	278°27'	7.2
4	8°26'50"	4.32
6	8°47'40"	13.245
7	98°48'30"	5.76
8	188°38'30"	10.61
9	278°42'	4.36
10	188°55'	2.63
11	278°41'	1.425
12	278°25'	10.445
13	8°25'	5.135
14	98°25'	10.445
15	188°25'	5.135



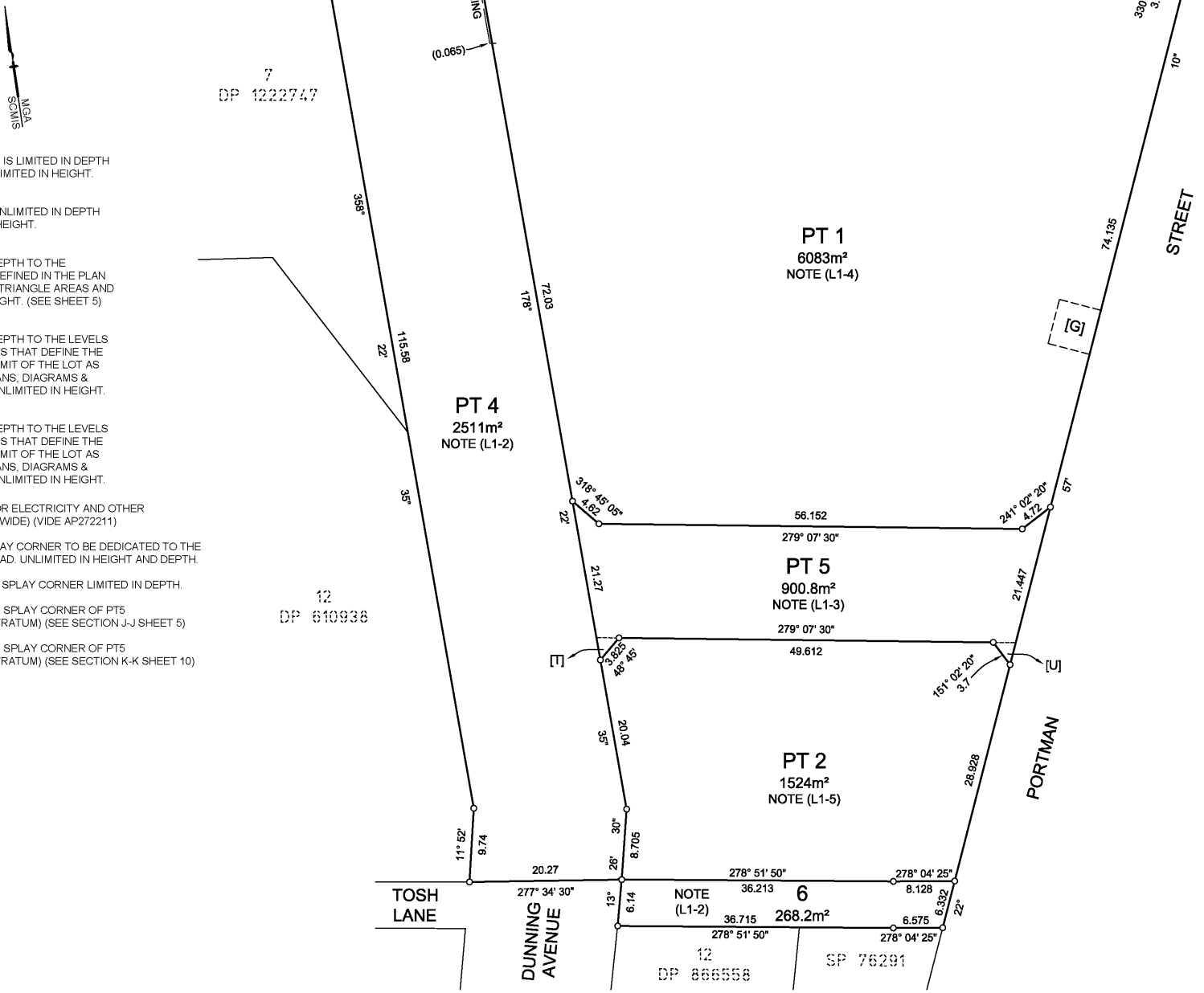




Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio 1:400	Registered 29/08/2019	DP1248026

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LEVEL 1



MGA SCMIS

NOTE L1-1
PT4 SPLAY CORNER IS LIMITED IN DEPTH TO RL 17.2 AND UNLIMITED IN HEIGHT.

NOTE L1-2
LOTS PT4 & 6 ARE UNLIMITED IN DEPTH AND UNLIMITED IN HEIGHT.

NOTE L1-3
PT5 IS LIMITED IN DEPTH TO THE INCLINED PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS AND IS UNLIMITED IN HEIGHT. (SEE SHEET 5)

NOTE L1-4
PT1 IS LIMITED IN DEPTH TO THE LEVELS AND INCLINE PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS AND IS UNLIMITED IN HEIGHT.

NOTE L1-5
PT2 IS LIMITED IN DEPTH TO THE LEVELS AND INCLINE PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS AND IS UNLIMITED IN HEIGHT.

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

[R] DENOTES SPLAY CORNER TO BE DEDICATED TO THE PUBLIC AS ROAD. UNLIMITED IN HEIGHT AND DEPTH.

[S] DENOTES PT4 SPLAY CORNER LIMITED IN DEPTH.

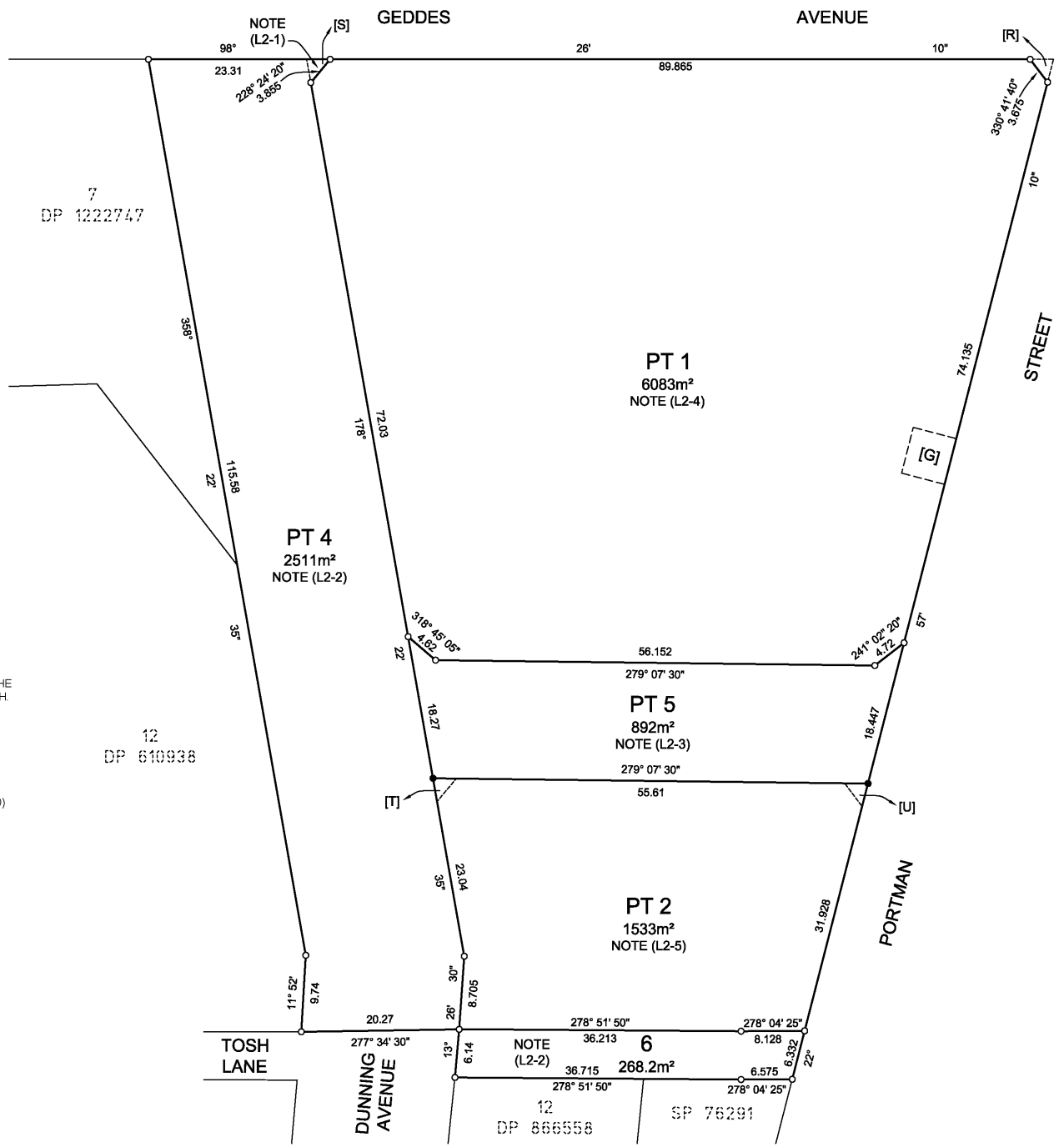
[T] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SECTION J-J SHEET 5)

[U] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SECTION K-K SHEET 10)

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10 20 30 40 50 Table of mm 90 100 110 120 130 140



NOTE L2-1
PT4 SPLAY CORNER IS LIMITED IN DEPTH TO RL 17.2 AND IS UNLIMITED IN HEIGHT.

NOTE L2-2
LOTS PT4 & 6 ARE UNLIMITED IN DEPTH AND UNLIMITED IN HEIGHT.

NOTE L2-3
PT5 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS SHOWN ON SHEET 5 AND IS UNLIMITED IN HEIGHT.

NOTE L2-4
PT1 IS LIMITED IN DEPTH TO THE LEVELS AND INCLINE PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS AND IS UNLIMITED IN HEIGHT.

NOTE L2-5
PT2 IS LIMITED IN DEPTH TO THE LEVELS AND INCLINE PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS AND IS UNLIMITED IN HEIGHT

[G] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (6 WIDE) (VIDE AP272211)

[R] DENOTES SPLAY CORNER TO BE DEDICATED TO THE PUBLIC AS ROAD. UNLIMITED IN HEIGHT AND DEPTH.

[S] DENOTES PT4 SPLAY CORNER LIMITED IN DEPTH.

[T] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SECTION J-J SHEET 5)

[U] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SECTION K-K SHEET 10)

Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio 1:400	Registered 29/08/2019	DP1248026

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BASEMENT 1
(DIAGRAMS)

MGA SCMIS

NOTES:

CORNERS ARE NOT MARKED UNLESS OTHERWISE NOTED.

BOUNDARIES ALONG FACES OF WALLS & COLUMNS UNLESS NOTED.

DENOTES CENTRELINE OF COLUMN

DENOTES FACE OF COLUMN

DENOTES INTERNAL FACE OF WALL

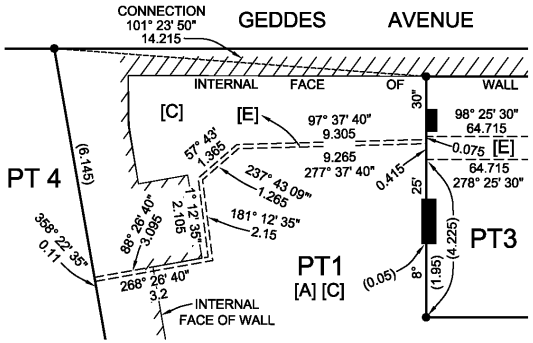


DIAGRAM H
NTS

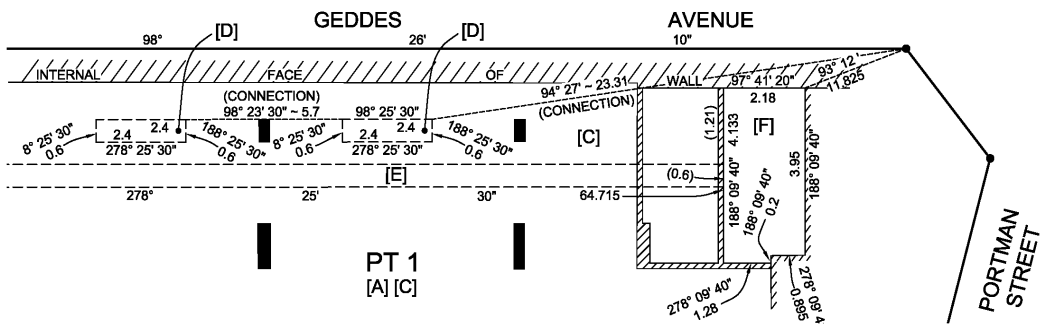


DIAGRAM J
NTS

NOTE B1-2
PT1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS ABOVE PT1 AS SHOWN ON THE PLAN DIAGRAMS AND SECTIONS.

NOTE B1-3
PT2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOT ABOVE PT2 AS SHOWN ON THE PLAN DIAGRAMS AND SECTIONS.

NOTE B1-9
PT1 IS LIMITED IN DEPTH TO RL 13.75 AND UNLIMITED IN HEIGHT.

NOTE B1-10
PT2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE REDUCED LEVELS SHOWN FOR THE LOT ABOVE PT2 (SEE SHEET 10).

NOTE B1-11
PT1 IS LIMITED IN DEPTH TO RL 13.75 AND IS LIMITED IN HEIGHT TO THE LEVEL AND OR INCLINED PLANES OF PT5 & PT2 THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT1.

NOTE B1-12
PT2 IS LIMITED IN DEPTH TO RL 13.75 AND IS LIMITED IN HEIGHT TO THE LEVEL AND OR INCLINED PLANES OF PT5 & PT2 THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT2.

NOTE B1-13
PT2 IS LIMITED IN DEPTH TO RL 13.75 AND IS LIMITED IN HEIGHT TO THE LEVEL AND OR INCLINED PLANES OF PT5 & PT2 THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT2.

NOTE GL-10
PT1 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 23.55

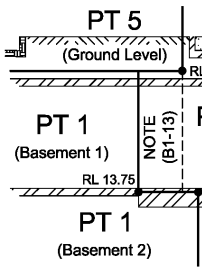
[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

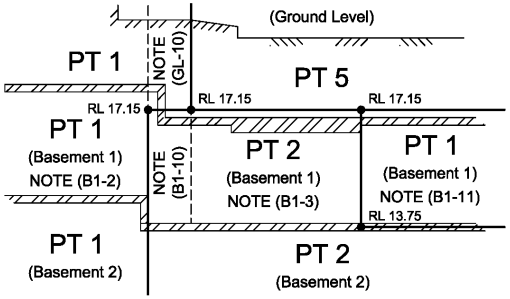
[D] EASEMENT FOR CONDENSER UNITS (0.6 WIDE) (LIMITED IN HEIGHT FROM 16.86 AHD TO 17.86 AHD).

[E] EASEMENT FOR NON-POTABLE WATER SUPPLY. (0.6 WIDE AND VARIABLE) (LIMITED IN HEIGHT FROM 16.9 AHD TO 17.4 AHD).

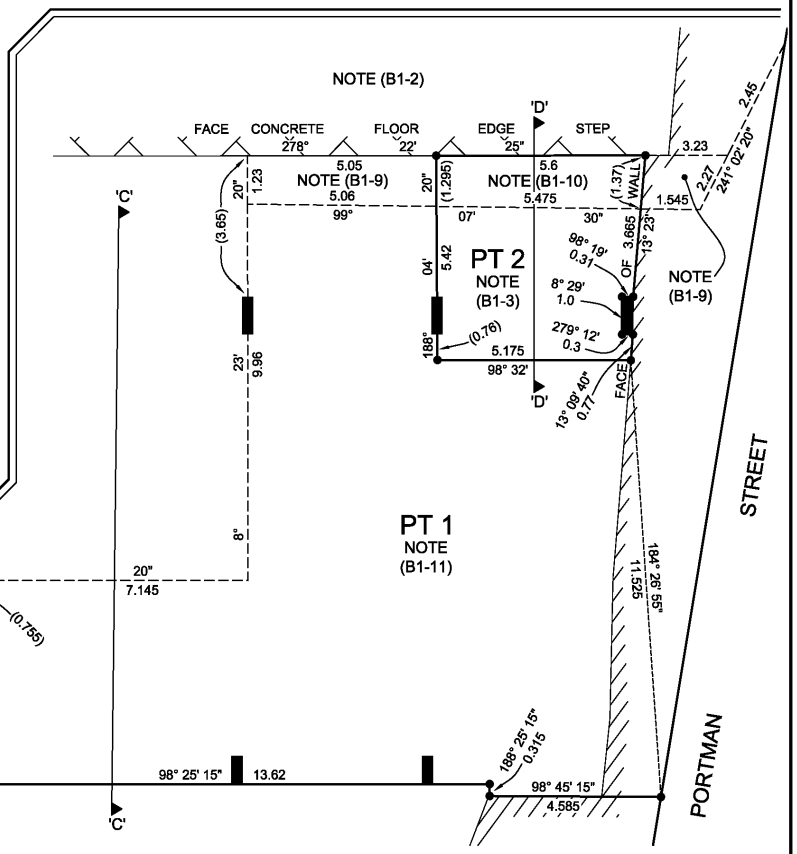
[F] EASEMENT FOR NON POTABLE PUMP ROOM (2.18 WIDE AND VARIABLE) (LIMITED IN HEIGHT FROM 14.7 AHD TO 17.77 AHD).



SECTION 'B-B'
NTS



SECTION 'D-D'
NTS



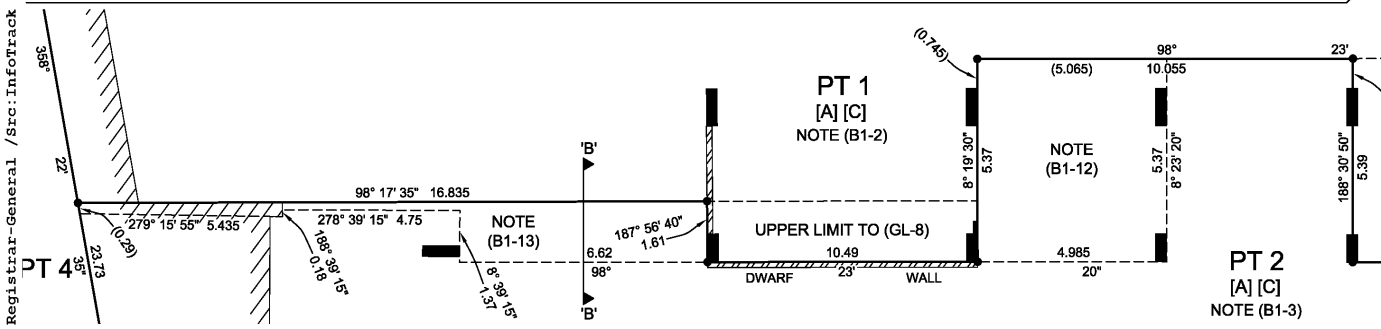
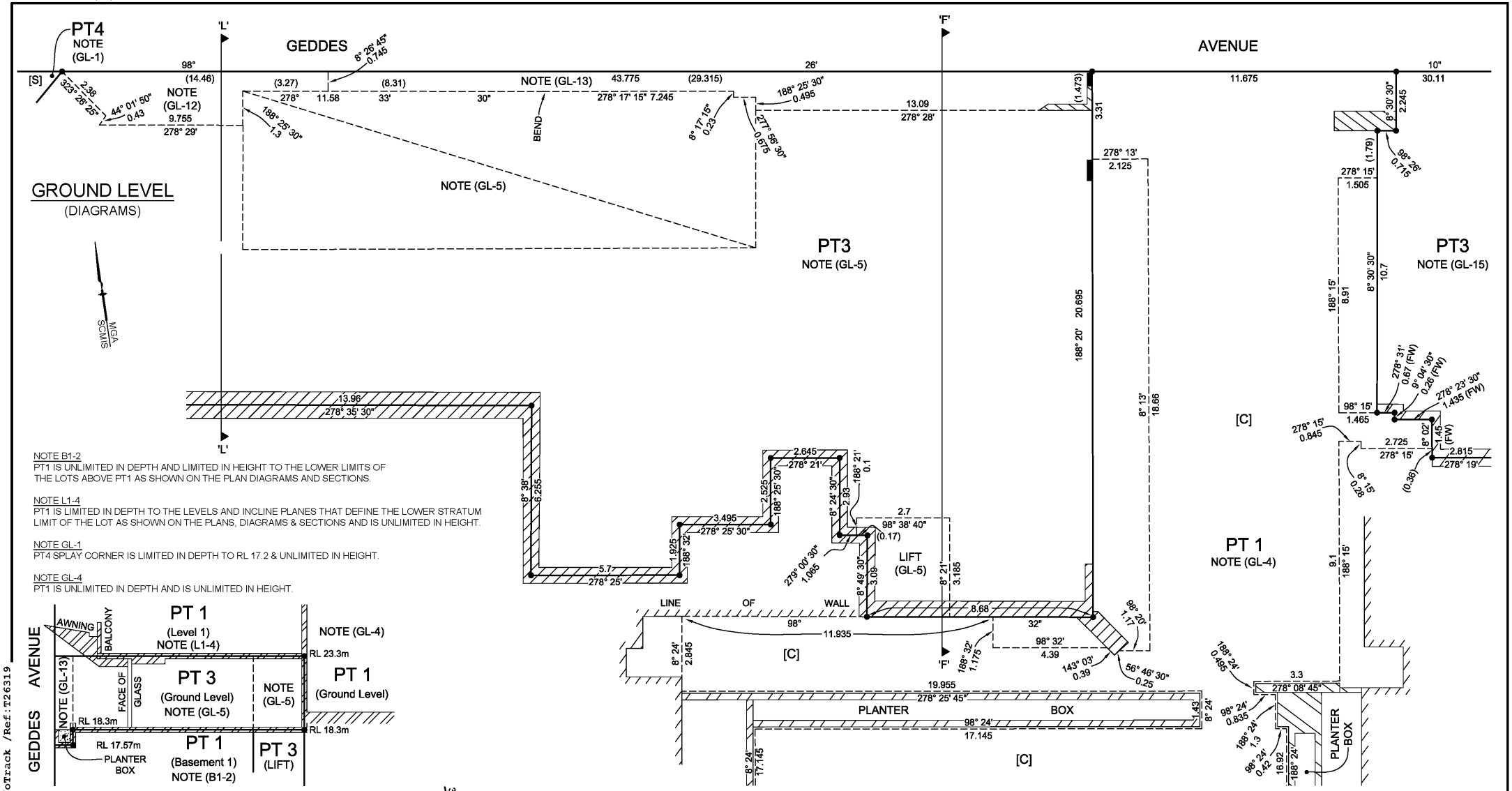


DIAGRAM L
NTS

Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio NOT TO SCALE	Registered 29/08/2019	DP1248026

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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GROUND LEVEL
(DIAGRAMS)

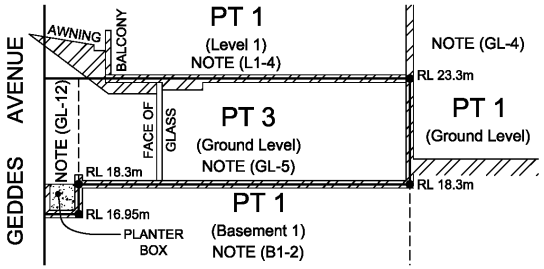
NOTE B1-2
PT1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS ABOVE PT1 AS SHOWN ON THE PLAN DIAGRAMS AND SECTIONS.

NOTE L1-4
PT1 IS LIMITED IN DEPTH TO THE LEVELS AND INCLINE PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS AND IS UNLIMITED IN HEIGHT.

NOTE GL-1
PT4 SPLAY CORNER IS LIMITED IN DEPTH TO RL 17.2 & UNLIMITED IN HEIGHT.

NOTE GL-4
PT1 IS UNLIMITED IN DEPTH AND IS UNLIMITED IN HEIGHT.

SECTION 'F-F'
(NOT TO SCALE)



SECTION 'L-L'
(NOT TO SCALE)

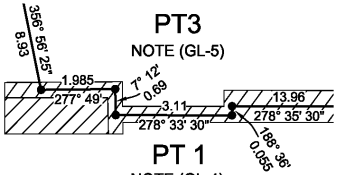


DIAGRAM O
NTS

DIAGRAM N
NTS

NOTE GL-5
PT3 IS LIMITED IN DEPTH TO RL 18.3 AND IS LIMITED IN HEIGHT TO RL 23.3

NOTE GL-12
PT3 IS LIMITED IN DEPTH TO RL 16.95 AND IS LIMITED IN HEIGHT TO RL 23.3

NOTE GL-13
PT3 IS LIMITED IN DEPTH TO RL 17.57 AND IS LIMITED IN HEIGHT TO RL 23.3

NOTE GL-15
PT3 IS LIMITED IN DEPTH TO RL 18.04 AND IS LIMITED IN HEIGHT TO RL 23.3

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

NOTES:

[S] DENOTES PT4 SPLAY CORNER LIMITED IN DEPTH.

CORNERS ARE NOT MARKED UNLESS OTHERWISE NOTED.

BOUNDARIES ALONG FACES OF WALLS & COLUMNS UNLESS NOTED.

FW DENOTES FACE OF WALL

DENOTES CENTRELINE OF WALL

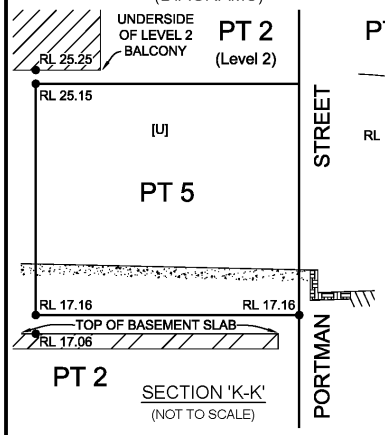
Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio NOT TO SCALE	Registered 29/08/2019	DP1248026

10 20 30 40 50 Table of mm 90 100 110 120 130 140

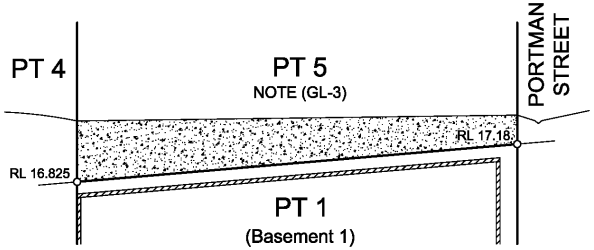
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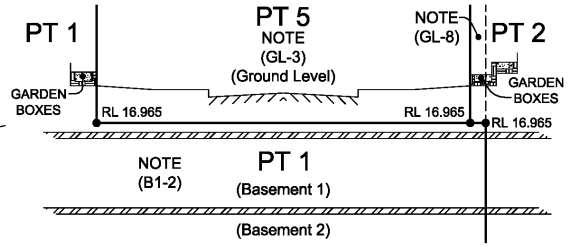
GROUND LEVEL (DIAGRAMS)



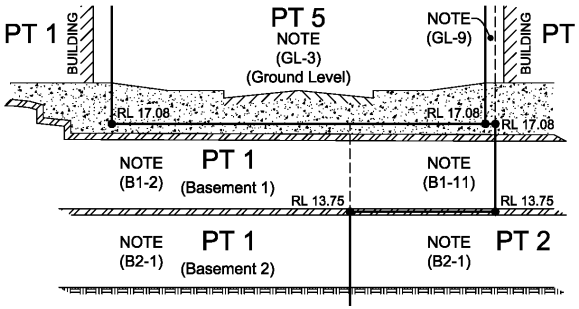
SECTION 'K-K'
(NOT TO SCALE)



SECTION 'G-G'
(NOT TO SCALE)



SECTION 'H-H'
(NOT TO SCALE)



SECTION 'C-C'
(NOT TO SCALE)

NOTE B2-1
LOTS PT1 & PT2 SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS ABOVE AS SHOWN ON THE PLANS DIAGRAMS AND SECTIONS.

NOTE B1-2
PT1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS ABOVE PT1 AS SHOWN ON THE PLAN DIAGRAMS AND SECTIONS.

NOTE B1-11
PT1 IS LIMITED IN DEPTH TO RL 13.75 AND IS LIMITED IN HEIGHT TO THE LEVEL AND OR INCLINED PLANES OF PT5 & PT2 THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT1.

NOTE GL-3
PT5 IS LIMITED IN DEPTH TO THE INCLINE PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS SHOWN AND IS UNLIMITED IN HEIGHT.

NOTE GL-6
PT2 IS UNLIMITED IN DEPTH AND IS UNLIMITED IN HEIGHT.

NOTE GL-8
PT2 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 22.5

NOTE GL-9
PT2 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 22.5

NOTE GL-10
PT1 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 23.55

NOTE GL-16
PT1 IS LIMITED IN DEPTH TO 13.75 AND IS LIMITED IN HEIGHT TO RL 23.55

NOTE GL-17
PT2 IS LIMITED IN DEPTH TO THE SLOPING PLANES AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 22.5

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION N-N SHEET 11)

[B] EASEMENT TO ACCESS AND USE LOADING DOCK (VARIABLE WIDTH) (LIMITED IN HEIGHT FROM 18.9 AHD TO 23.0 AHD)

[U] DENOTES THE SPLAY CORNER OF PT5 (LIMITED IN STRATUM) (SEE SECTION K-K)

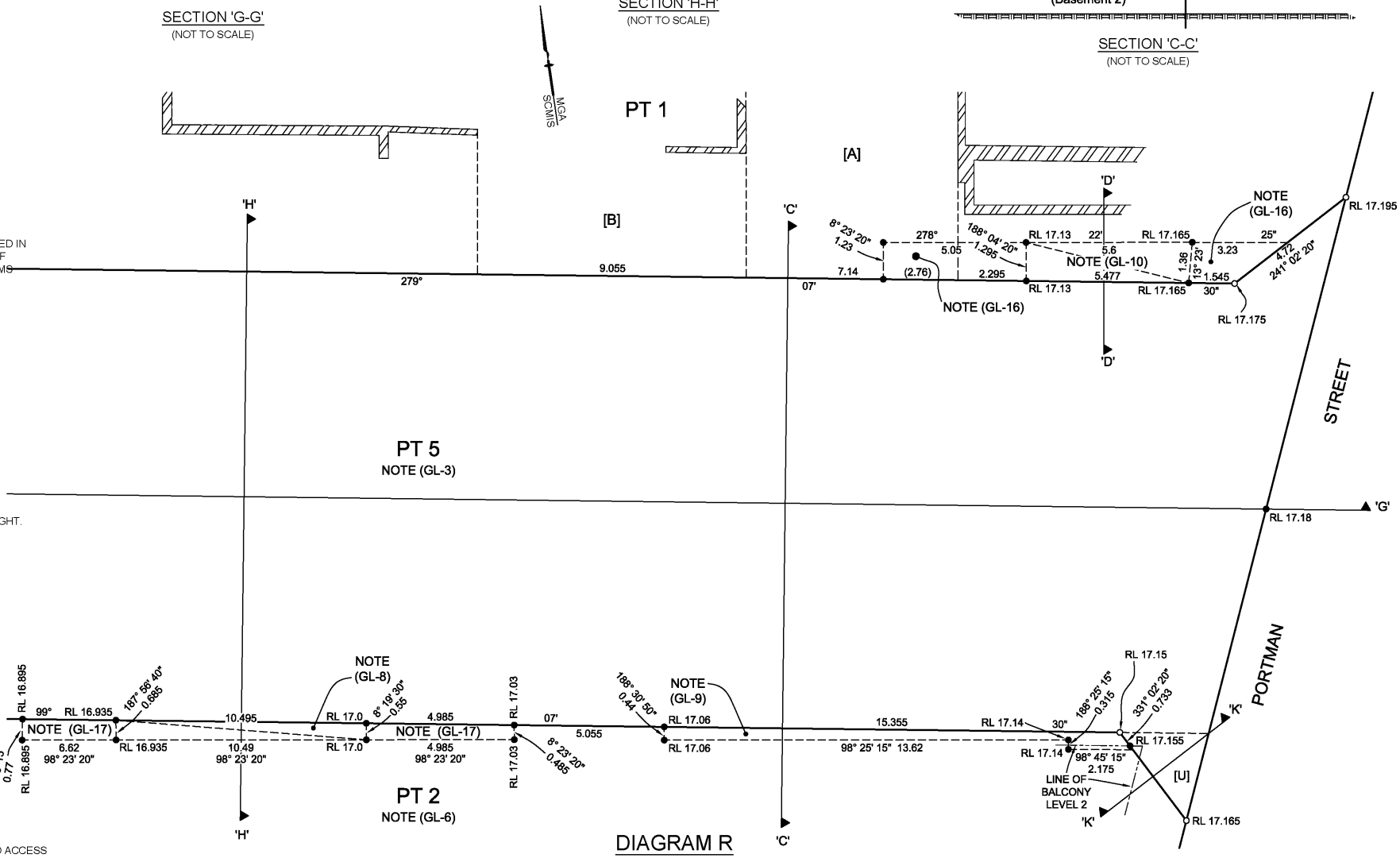
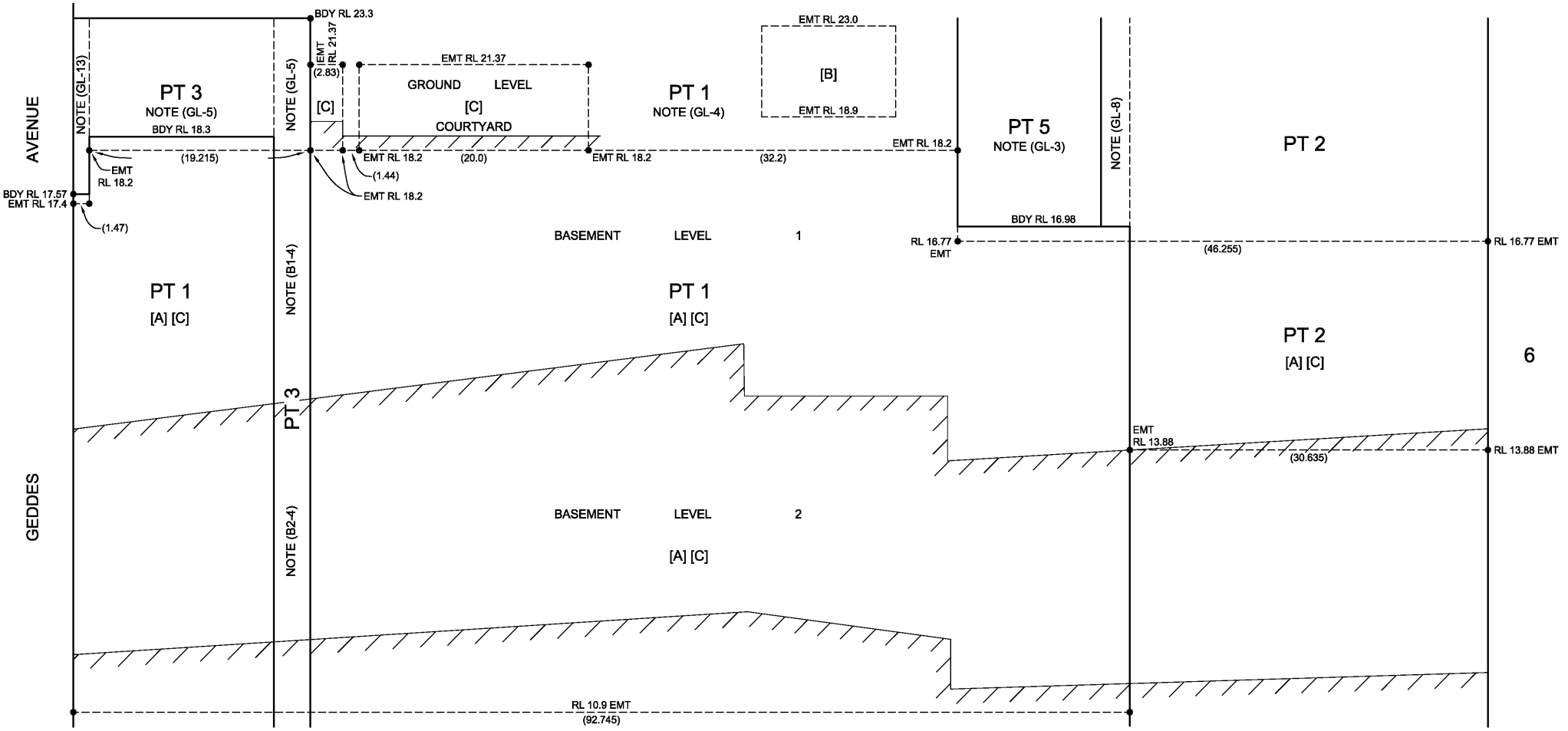


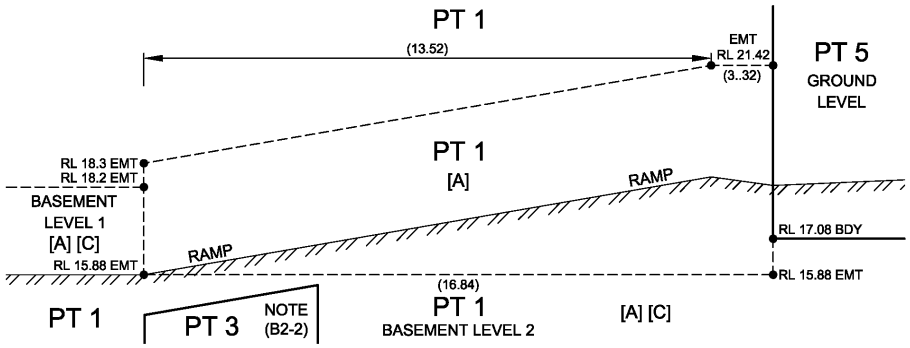
DIAGRAM R
NTS

Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio NOT TO SCALE	Registered 29/08/2019	DP1248026

10 20 30 40 50 Table of mm 90 100 110 120 130 140



SECTION "M-M"



SECTION "N-N"

[A] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING SPACES AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

[B] EASEMENT TO ACCESS AND USE LOADING DOCK (VARIABLE WIDTH) (LIMITED IN HEIGHT FROM 18.9 AHD TO 23.0 AHD)

[C] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN HEIGHT) (SEE SECTION M-M SHEET 11)

NOTE B2-2
PT3 IS UNLIMITED IN DEPTH & IS LIMITED IN HEIGHT TO THE LEVEL & INCLINE PLANE THAT DEFINE THE LOWER STRATUM LIMIT OF PT1 BASEMENT LEVEL 1 ABOVE PT3 AS SHOWN.

NOTE B2-4
PT3 IS UNLIMITED IN DEPTH & IS LIMITED IN HEIGHT TO THE LOWER LIMIT OF PT3 ON BASEMENT LEVEL 1 SHOWN AS (B1-4).

NOTE B1-4
PT3 IS LIMITED IN DEPTH TO RL 14.98 AND LIMITED IN HEIGHT TO THE LOWER LIMIT OF PT3 ON GROUND LEVEL SHOWN AS (GL-5).

NOTE GL-3
PT5 IS LIMITED IN DEPTH TO THE INCLINE PLANES DEFINED IN THE PLAN AND LEVEL BY THE TRIANGLE AREAS SHOWN AND IS UNLIMITED IN HEIGHT.

NOTE GL-4
PT1 IS UNLIMITED IN DEPTH AND IS UNLIMITED IN HEIGHT.

NOTE GL-5
PT3 IS LIMITED IN DEPTH TO RL 18.3 AND IS LIMITED IN HEIGHT TO RL 23.3

NOTE GL-8
PT2 IS LIMITED IN DEPTH TO THE SLOPING PLANE AS SHOWN ON THE PLANS, DIAGRAMS AND SECTIONS AND IS LIMITED IN HEIGHT TO RL 22.5

NOTE GL-13
PT3 IS LIMITED IN DEPTH TO RL 17.57 AND IS LIMITED IN HEIGHT TO RL 23.3

Surveyor: GLENN ARTHUR McFALL Date of Survey: 24/04/2019 Surveyor's Ref: 181002-STRATUM	PLAN OF SUBDIVISION OF LOT 8 DP 1222747	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: 2019/17 Lengths are in metres. Reduction Ratio NOT TO SCALE	Registered 29/08/2019	DP1248026

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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Req:R051044 /Doc:DP 1248026 P /Rev:29-Aug-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:12 of 14
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 29/08/2019

Title System: TORRENS

Office Use Only

DP1248026

PLAN OF SUBDIVISION OF LOT 8 IN DP 1222747

LGA: SYDNEY

Locality: ZETLAND

Parish: ALEXANDRIA

County: CUMBERLAND

Survey Certificate

I, GLENN ARTHUR MCFALL

of GEOSURV Pty Ltd

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 24/4/2019, 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: ..... Dated: 5/6/2019

Surveyor Identification No: 1537

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

*Strike out inappropriate words.

**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, SUE McMAHON

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: 9/07/2019

Subdivision Certificate number: 2019/17

File number: S/2019/17

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1222747, DP1238039, DP1211535, DP1181144, DP1174641, DP1074384, DP1006164, DP1000465, DP866558, DP610938, DP595708, DP548063, DP447155, DP445832, SP75291 DP83839

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE THE SPLAY CORNER ~~OF LOT 8 IN DP1222747~~ TO THE PUBLIC AS ROAD. SHOWN AS (R) ON THE PLAN

Surveyor's Reference: 181002-Stratum

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 3 sheet(s)

Office Use Only

Registered: 29/08/2019

Office Use Only

DP1248026

PLAN OF SUBDIVISION OF LOT 8 IN DP 1222747

Subdivision Certificate number: 2019/17

Date of Endorsement: 9/7/2019

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 No	ROAD NAME	ROAD TYPE	LOCALITY
1	105 – 111 6-16	PORTMAN PAUL	STREET STREET	ZETLAND
2	113 18	PORTMAN PAUL	STREET STREET	ZETLAND
3	15 - 31	GEDDES	STREET	ZETLAND
4	N/A	PAUL	STREET	ZETLAND
5	N/A	SONNY LEONARD	STREET	ZETLAND
6	N/A	TOSH	LANE	ZETLAND

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

1. Easement for Support and Shelter (Whole of Lot)
2. Easement for Services (Whole of Lot)
3. Easement for Fire Stairs and passages (Whole of Lot)
4. Easement for Access to Shared Facilities (Whole of Lot)
5. Right of Carriageway over Driveways & Access to Parking Spaces & Storage Spaces variable width (A) (Limited in Stratum)
6. Easement to Access & Use loading Dock variable width (B) (Limited in Stratum)
7. Easement for Access by Foot variable width (C) (Limited in Stratum)
8. Easement for Condenser Units 0.6m wide (D) (Limited in Stratum)
9. Easement for Connection to Services (Whole of Lot)
10. Easement for Non-Potable Water Supply 0.6m wide & variable (E) (Limited in Stratum)
11. Easement for Non-Potable Pump Room 2.18 wide & variable (F) (Limited in Stratum)
12. Restriction on the Use of Land
13. Restriction on the Use of Land
14. Restriction on the Use of Land
15. Restriction on the Use of Land
16. Positive Covenant
17. Positive Covenant
18. Positive Covenant
19. Positive Covenant
20. Positive Covenant

If space is insufficient use additional annexure sheet

Surveyor's Reference: 181002-Stratum

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ePlan

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

Office Use Only

Registered: 29/08/2019

Office Use Only

DP1248026

PLAN OF SUBDIVISION OF LOT 8 IN DP 1222747

Subdivision Certificate number: 2019/17

Date of Endorsement: 9/7/2019

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 for and on the behalf Bridgehill (Zetland) Pty Ltd (ACN. 165 267 256)
In accordance with Section 127(1) of the Corporations Act 2001

Signature of Director

Yibin Xu
Name of Director

Signature of Director/Secretary

Yi Cheng Jiang
Name of Director/Secretary

Executed by the Mortgagee(s)

Signed By Mark Allen
As Attorney for **CBA Corporate Services (NSW) Pty Ltd**
Under the power of attorney Book 4659 No 765 in the
Presence of:

Signature of Witness

Kate Brierley
Name of Witness

Level 21, Tower 1
201 Sussex Street
Sydney, NSW 2000

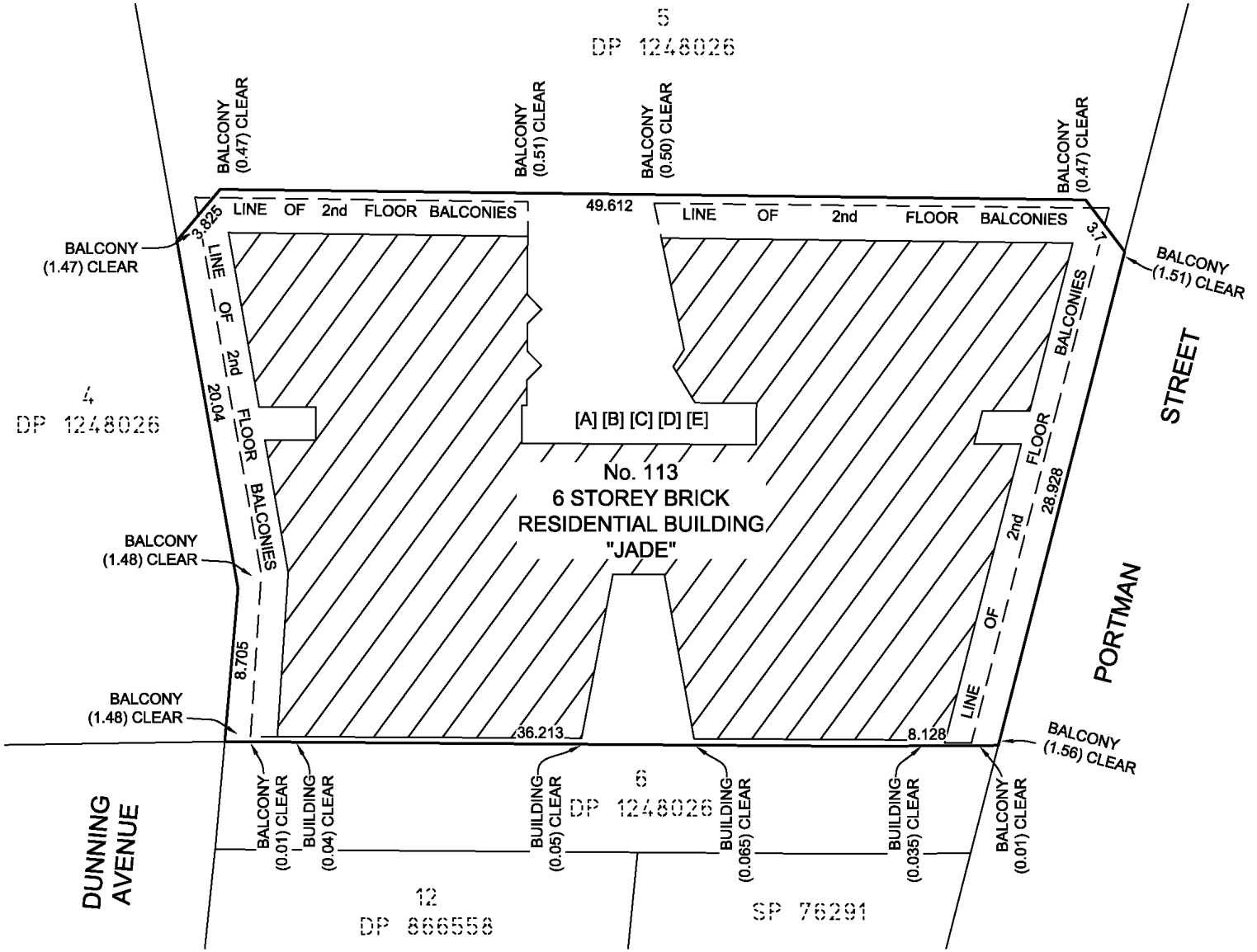
Mark Allen

By executing this deed poll 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

Surveyor's Reference: 181002-Stratum

LOCATION PLAN



[A] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

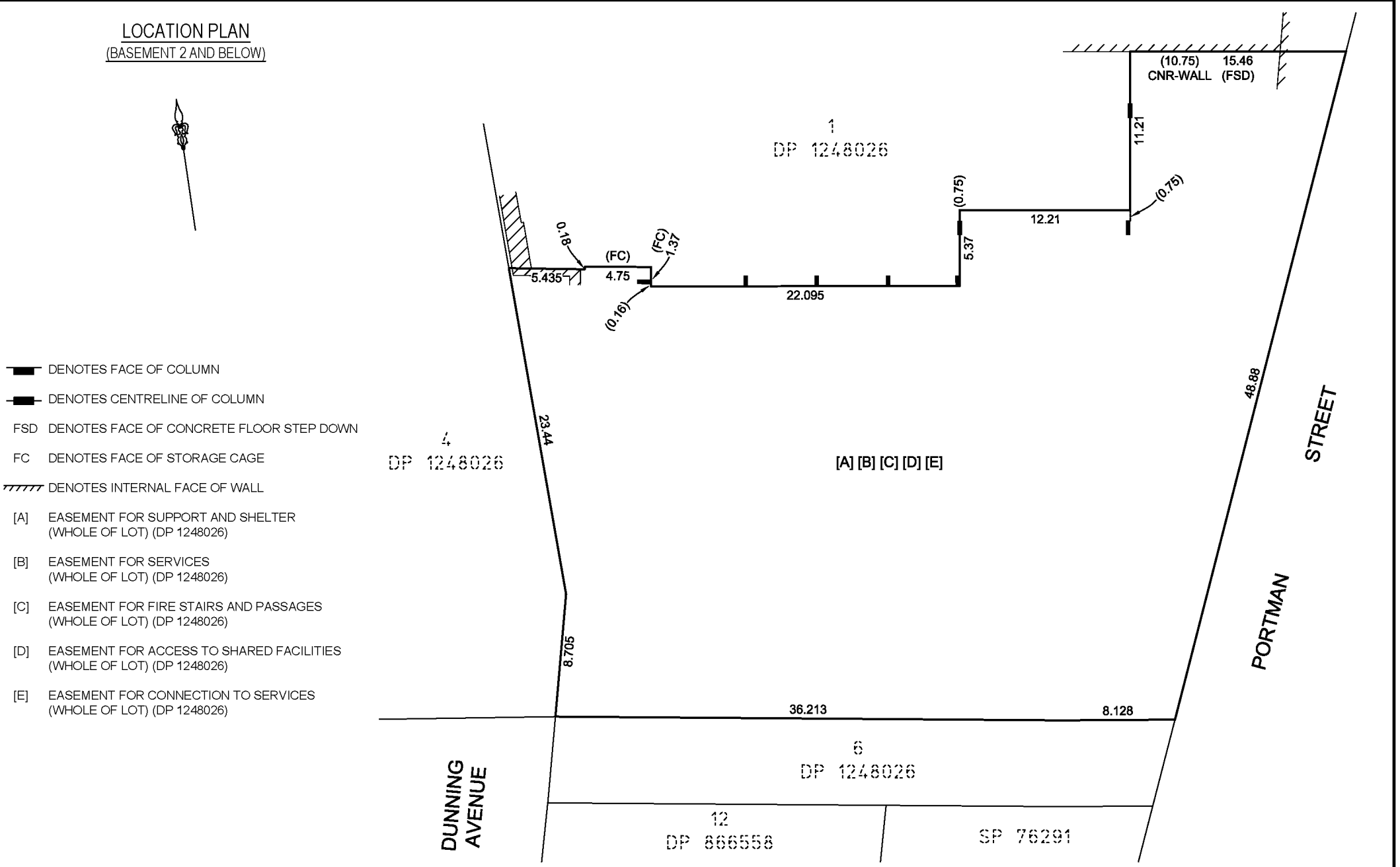
[E] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 12/06/2019 Reference: 181002-SP1	PLAN OF SUBDIVISION OF LOT 2 DP1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:250 Lengths are in metres	REGISTERED 6/09/2019	SP93889

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LOCATION PLAN
(BASEMENT 2 AND BELOW)



DENOTES FACE OF COLUMN

DENOTES CENTRELINE OF COLUMN

FSD DENOTES FACE OF CONCRETE FLOOR STEP DOWN

FC DENOTES FACE OF STORAGE CAGE

DENOTES INTERNAL FACE OF WALL

[A] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:250 Lengths are in metres	REGISTERED 6/09/2019	SP93889
Name: PETER WILLIAM VANDERGRAAF Date: 12/06/2019 Reference: 181002-SP1				

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LOCATION PLAN
(BASEMENT 1)



DENOTES FACE OF COLUMN

DENOTES CENTRELINE OF COLUMN

FSD DENOTES FACE OF CONCRETE FLOOR STEP DOWN

DENOTES INTERNAL FACE OF WALL

[A] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

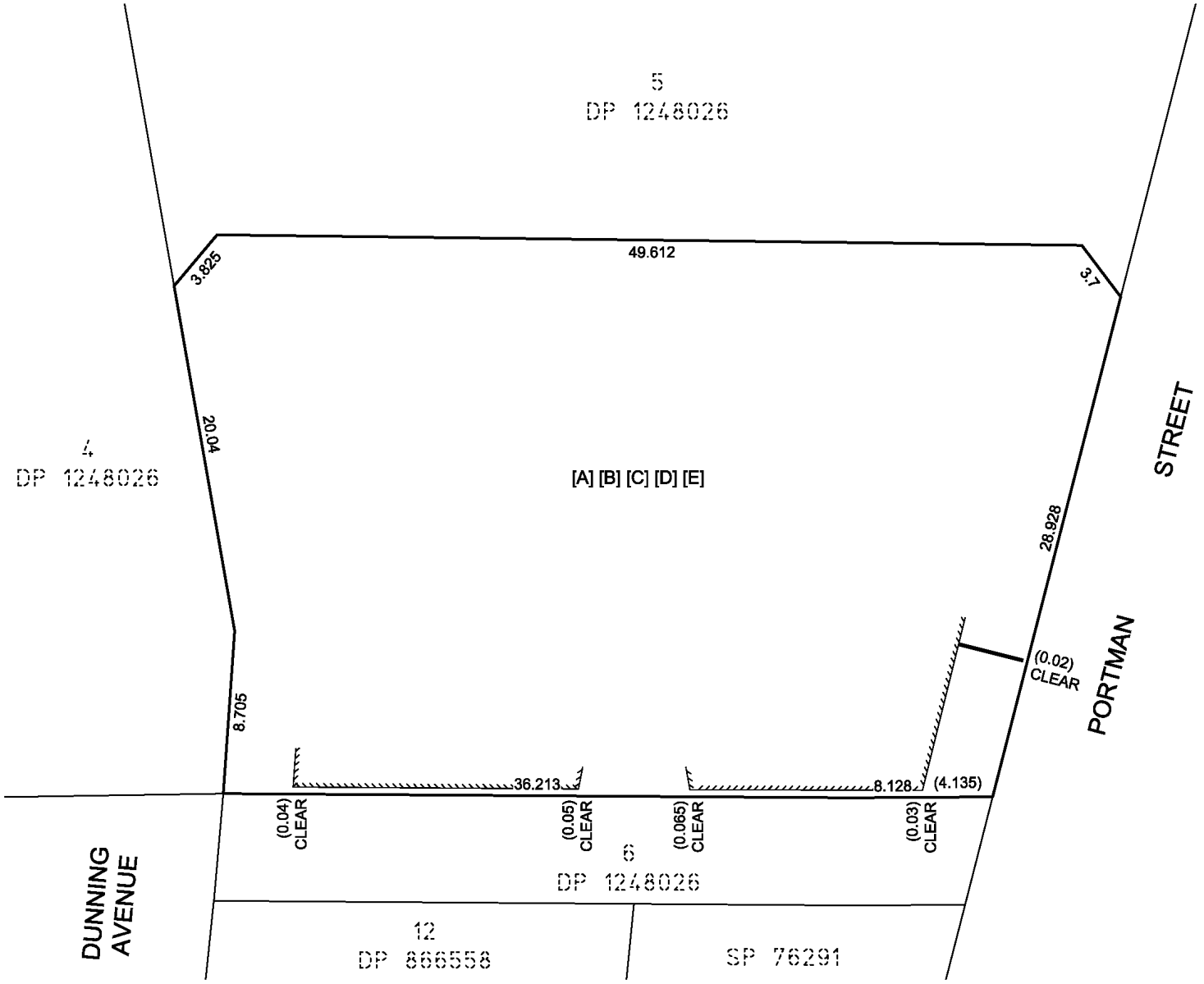
[F] RIGHT OF CARRIAGEWAY OVER DRIVEWAY AND ACCESS TO PARKING AND STORAGE SPACES. (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

[G] EASEMENT FOR ACCESS BY FOOT (VARIABLE WIDTH) (LIMITED IN STRATUM) (DP 1248026)

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 12/06/2019 Reference: 181002-SP1	PLAN OF SUBDIVISION OF LOT 2 DP1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:250 Lengths are in metres	REGISTERED 6/09/2019	SP93889

LOCATION PLAN
(GROUND LEVEL)





[A] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

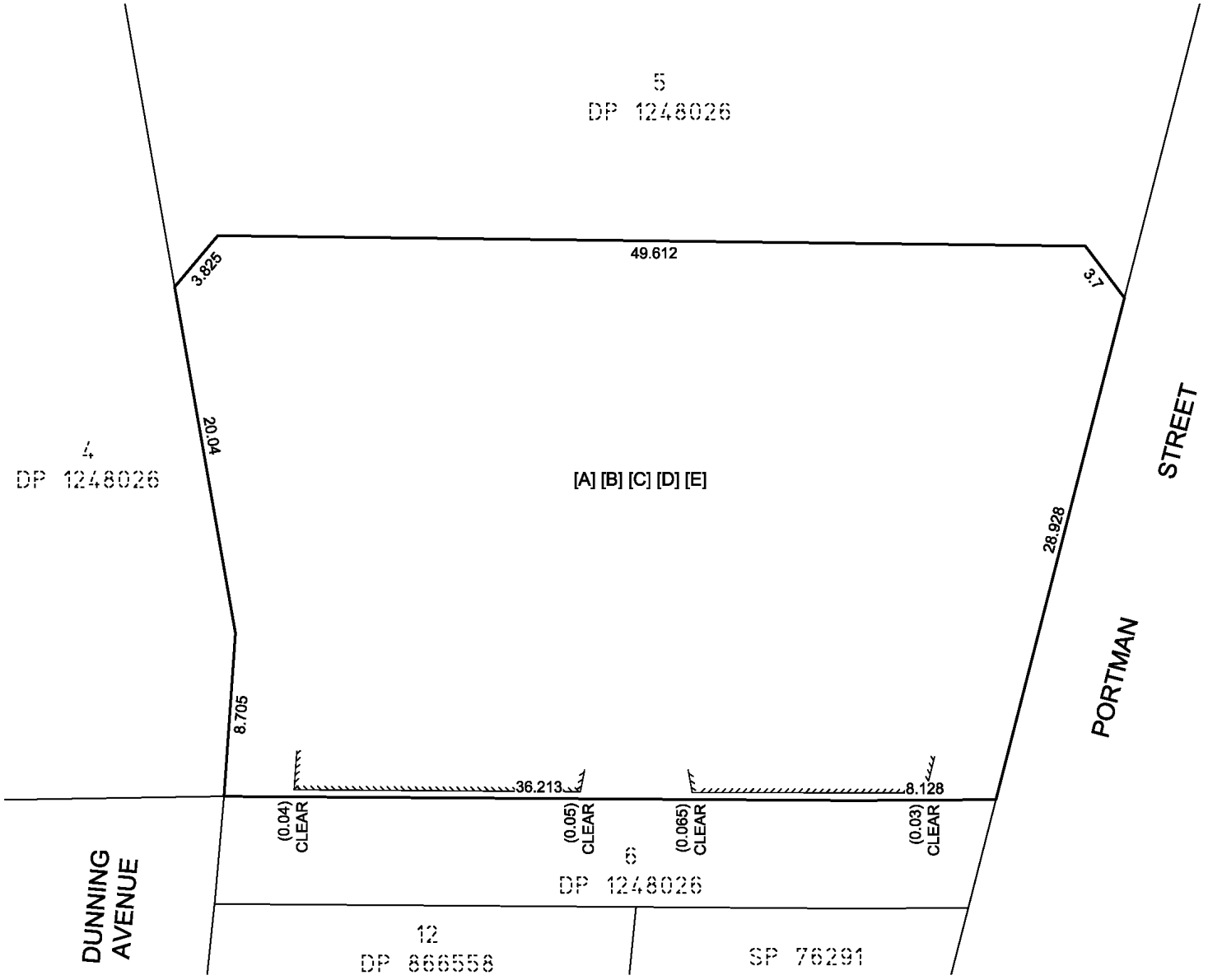
[E] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:250		
Reference: 181002-SP1		Lengths are in metres		

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LOCATION PLAN
(LEVEL 1)



[A] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

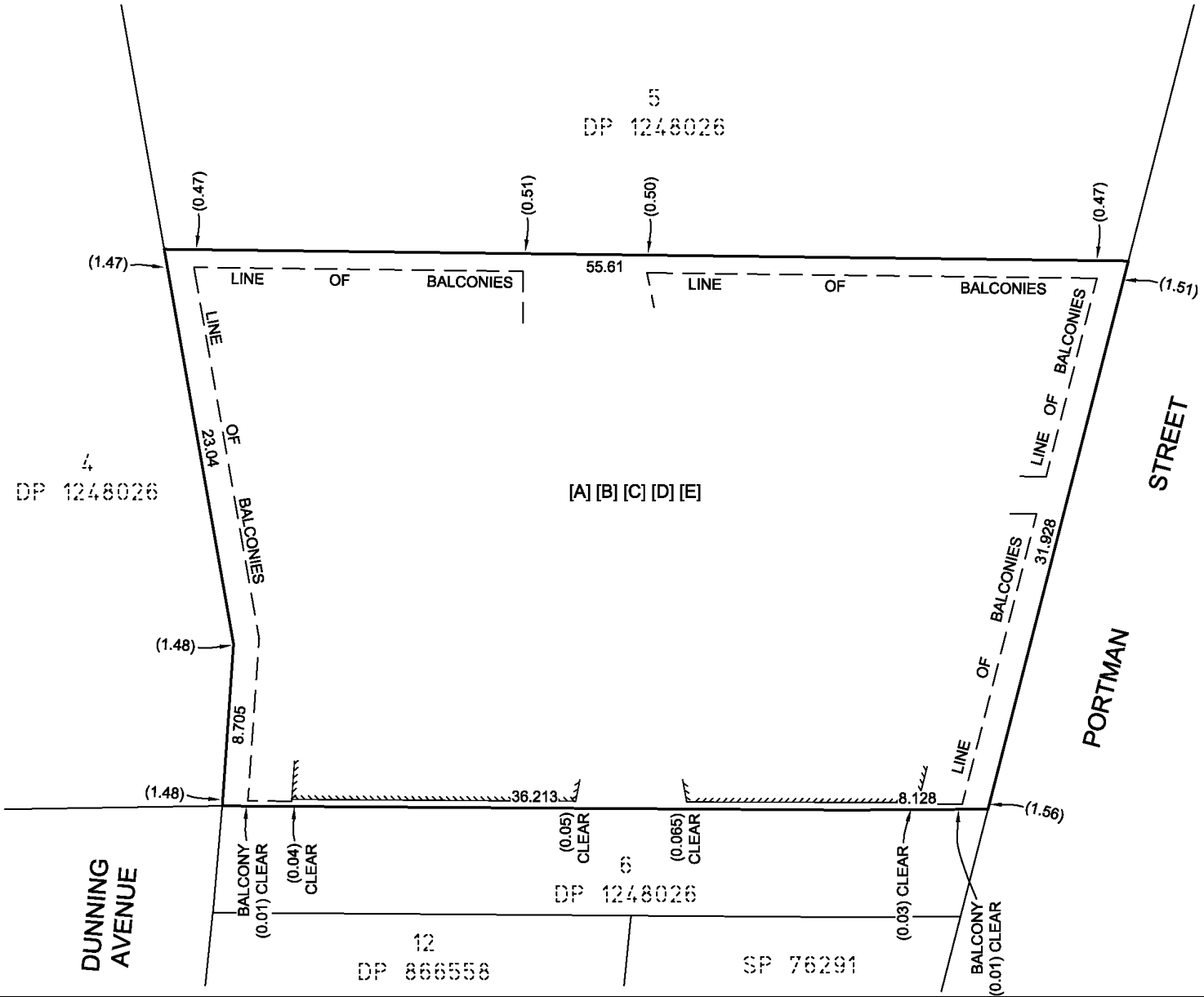
[D] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:250		
Reference: 181002-SP1		Lengths are in metres		

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LOCATION PLAN
(LEVEL 2 AND ABOVE)



[A] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1248026)

[B] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1248026)

[C] EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT) (DP 1248026)

[D] EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP 1248026)

[E] EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP 1248026)

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 12/06/2019 Reference: 181002-SP1	PLAN OF SUBDIVISION OF LOT 2 DP1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:250 Lengths are in metres	REGISTERED 6/09/2019	SP93889

BASEMENT LEVEL 2



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

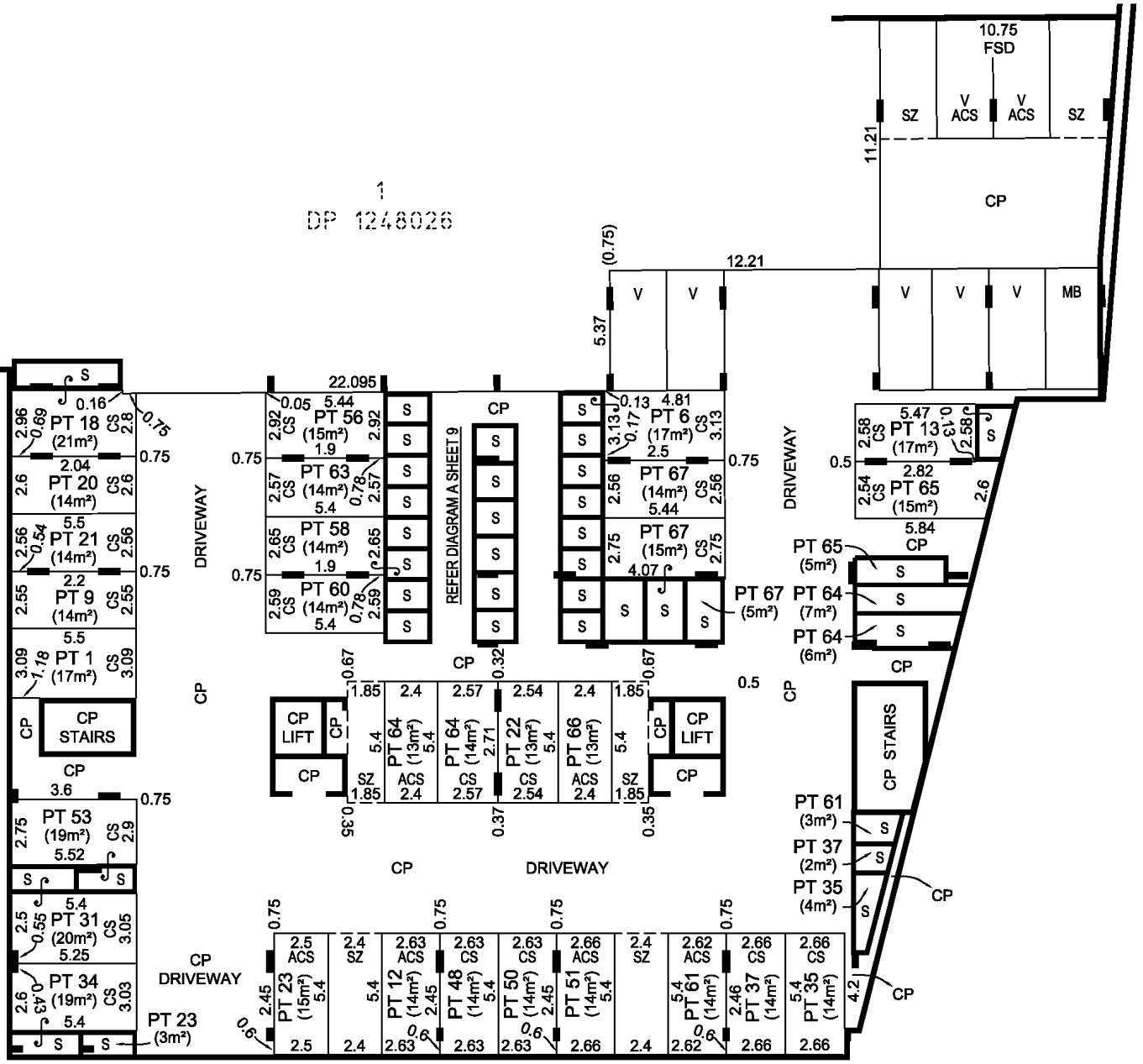
ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

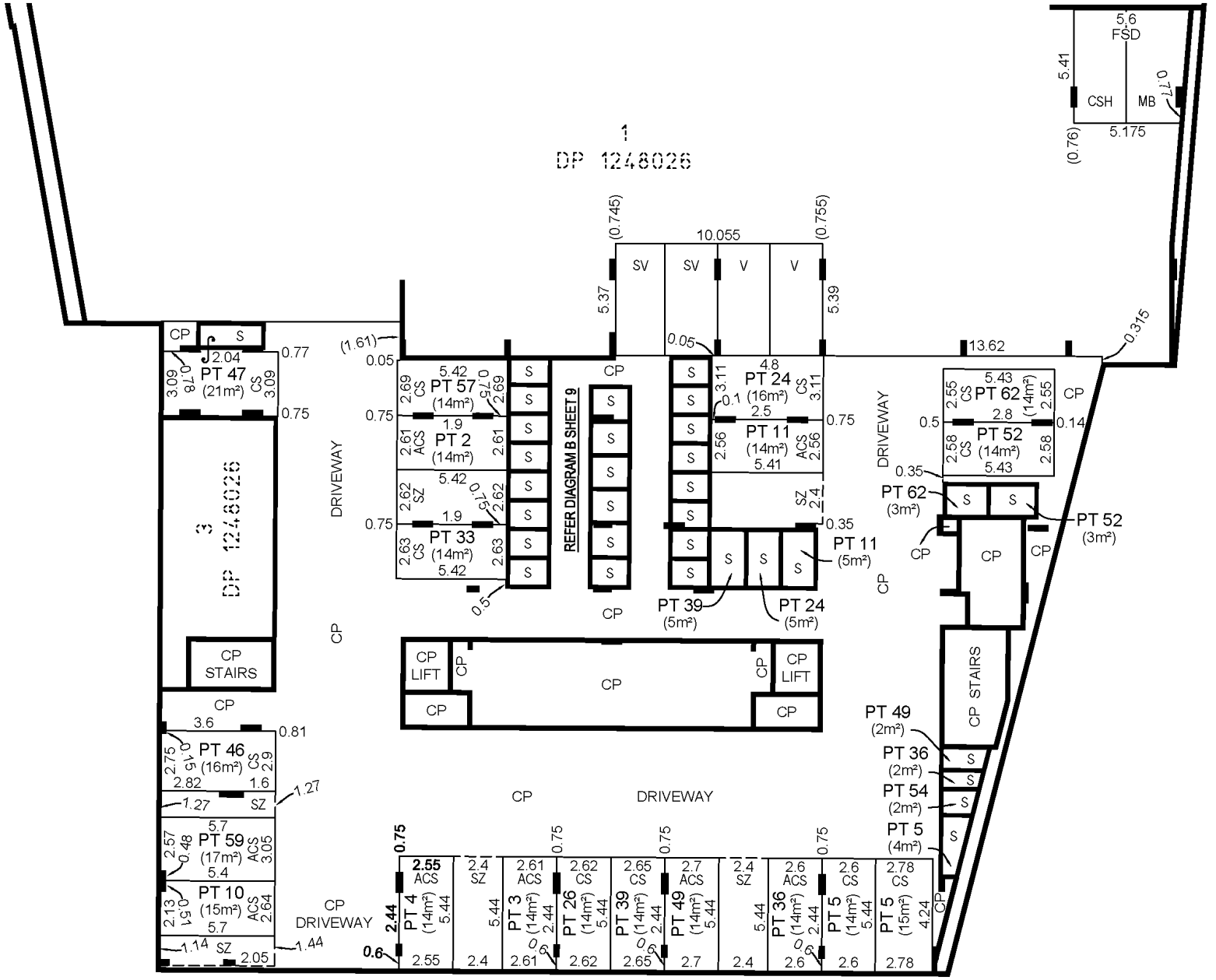
	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)
V	VISITOR CAR SPACE (CP)
MB	MOTORCYCLE PARKING (CP)
FSD	DENOTES FACE OF CONCRETE FLOOR STEP DOWN



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 12/06/2019 Reference: 181002-SP1	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 6/09/2019	SP93889

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BASEMENT LEVEL 1



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
CS	DENOTES CAR SPACE
ACS	DENOTES ACCESSIBLE CAR SPACE
S	DENOTES STORAGE
SZ	DENOTES SHARED ZONE (CP)
MB	DENOTES MOTORCYCLE PARKING (CP)
SV	DENOTES SERVICE VEHICLE SPACE (CP)
CSH	DENOTES CARSHARE SPACE (CP)
FSD	DENOTES FACE OF CONCRETE FLOOR STEP DOWN

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 12/06/2019 Reference: 181002-SP1	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY Locality: ZETLAND Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 6/09/2019	SP93889

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DIAGRAM A
(BASEMENT LEVEL 2)

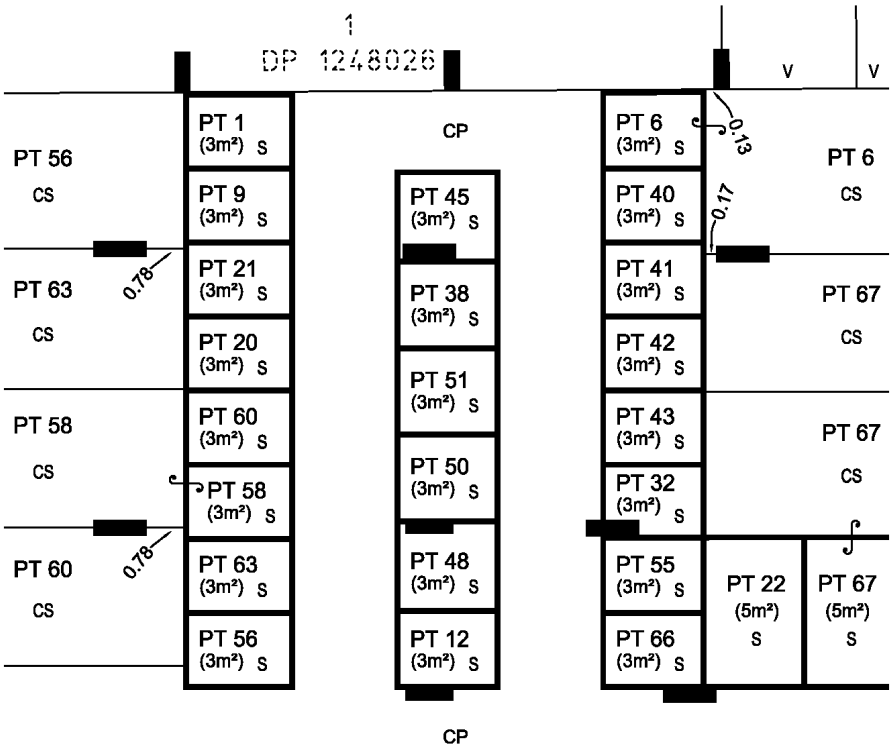
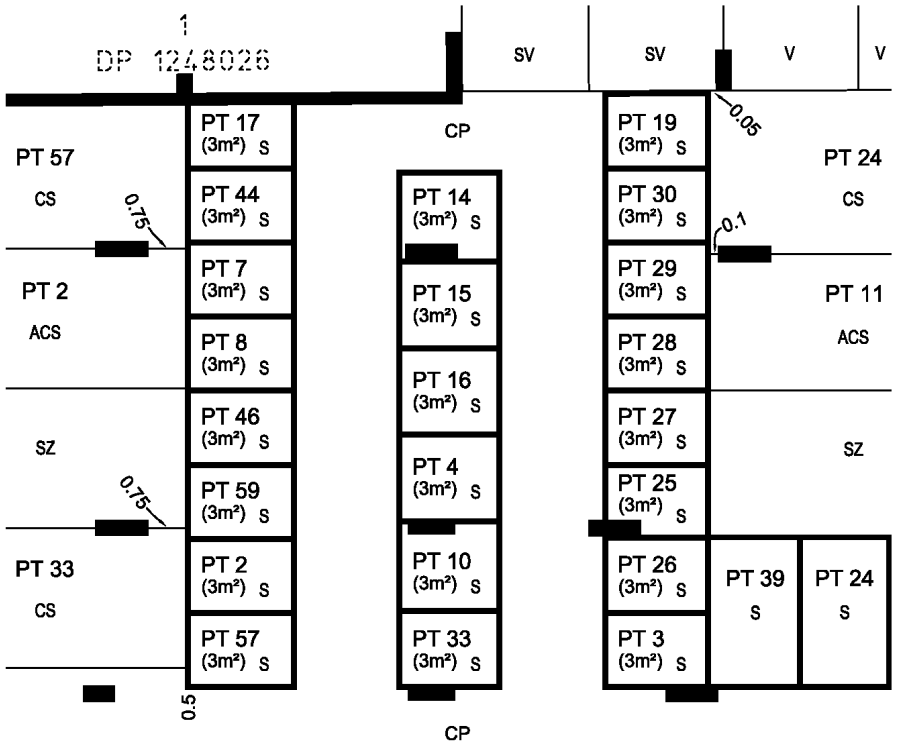


DIAGRAM B
(BASEMENT LEVEL 1)



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

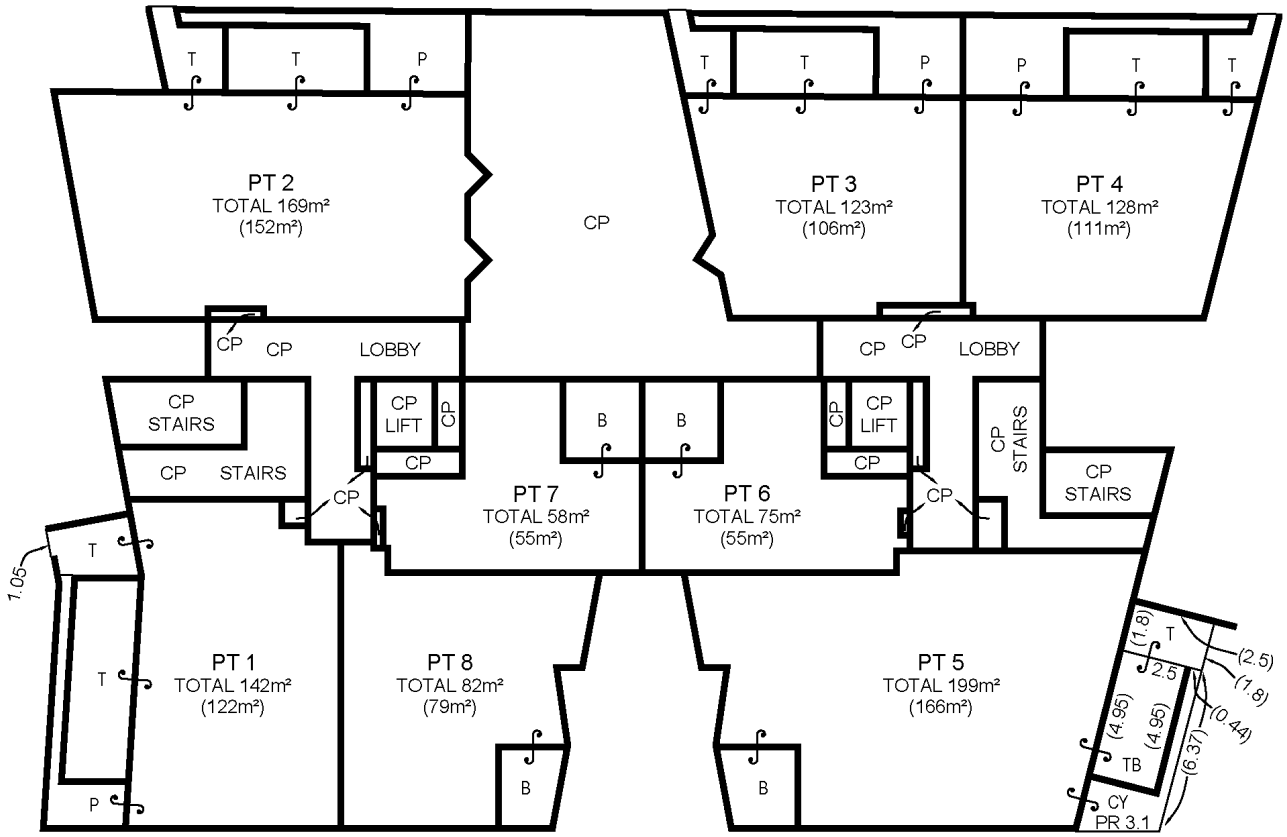
DENOTES PROLONGATION CENTRE OF WALL OR COLUMN

DENOTES PROLONGATION FACE OF WALL OR COLUMN

CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE
SZ DENOTES SHARED ZONE (CP)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:100		
Reference: 181002-SP1		Lengths are in metres		

GROUND LEVEL



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE COURTYARD FOR LOT 5 IS LIMITED TO 1.0 BELOW TO 2.5 ABOVE THE UPPER SURFACE OF THE PROLONGATION OF THE GROUND FLOOR SLAB OF ITS RESPECTIVE LOT EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE TIMBER TERRACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE LOWER SURFACE OF TIMBER EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE TIMBER FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

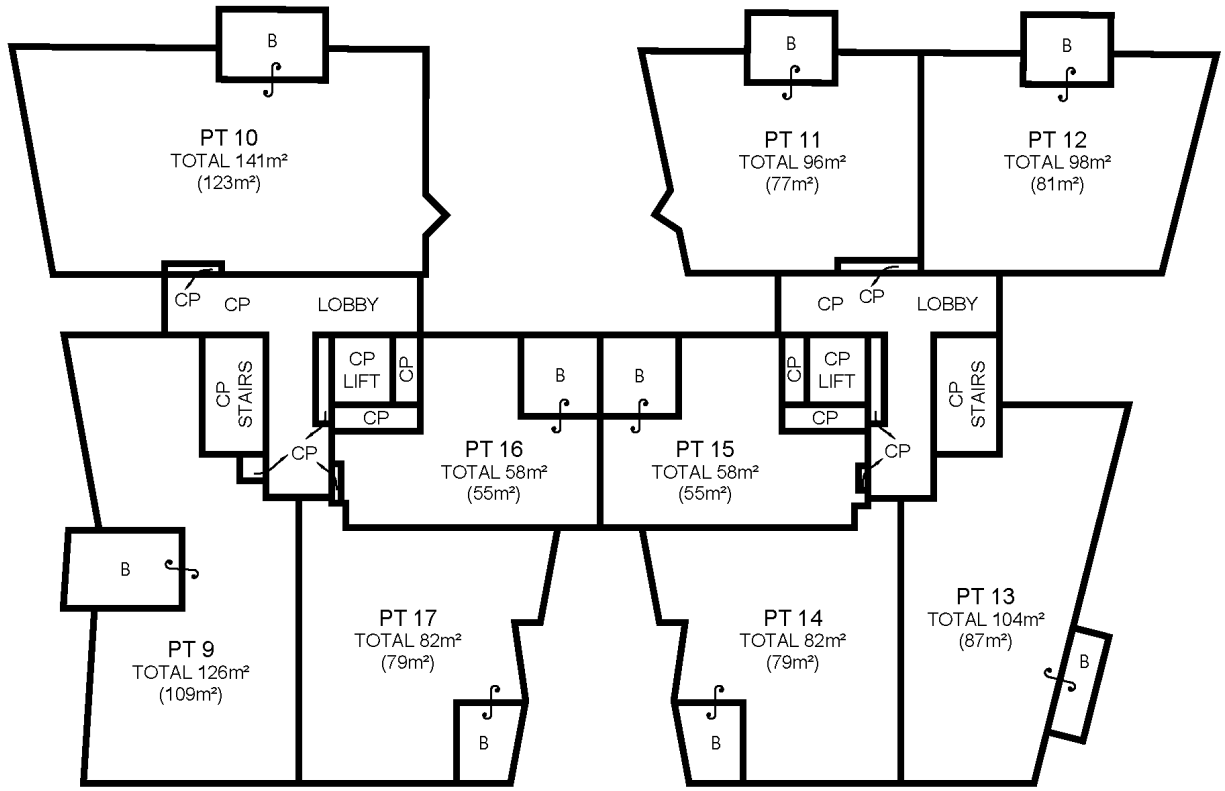
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

	DENOTES PROLONGATION FACE OF WALL
CP	DENOTES COMMON PROPERTY
B	DENOTES COVERED BALCONY
CY	DENOTES COURTYARD
P	DENOTES PLANTER
T	DENOTES TILED TERRACE
TB	DENOTES TIMBER TERRACE
PR	DENOTES PROLONGATION OF WALL

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP1		Lengths are in metres		

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LEVEL 1



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

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LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

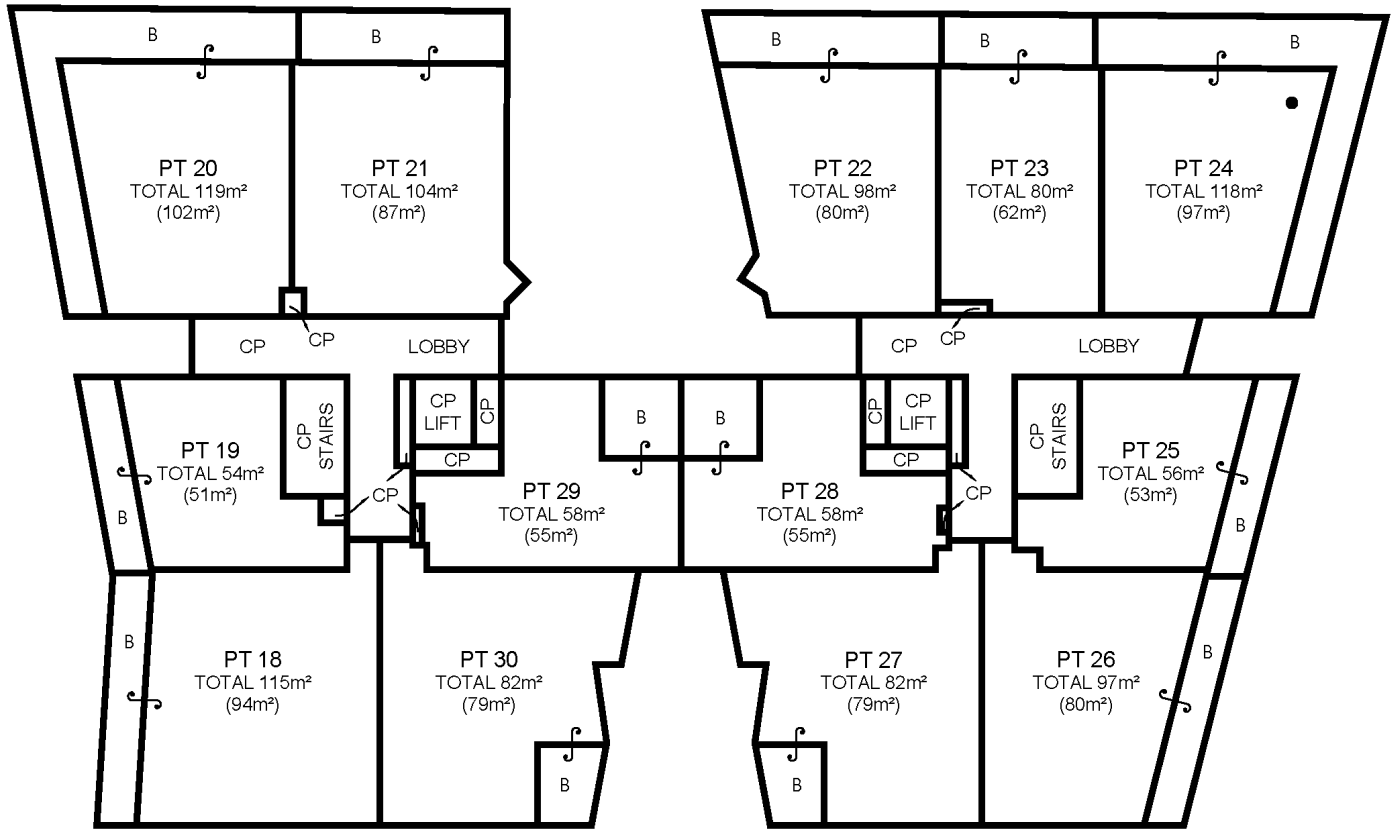
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP1		Lengths are in metres		

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LEVEL 2



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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

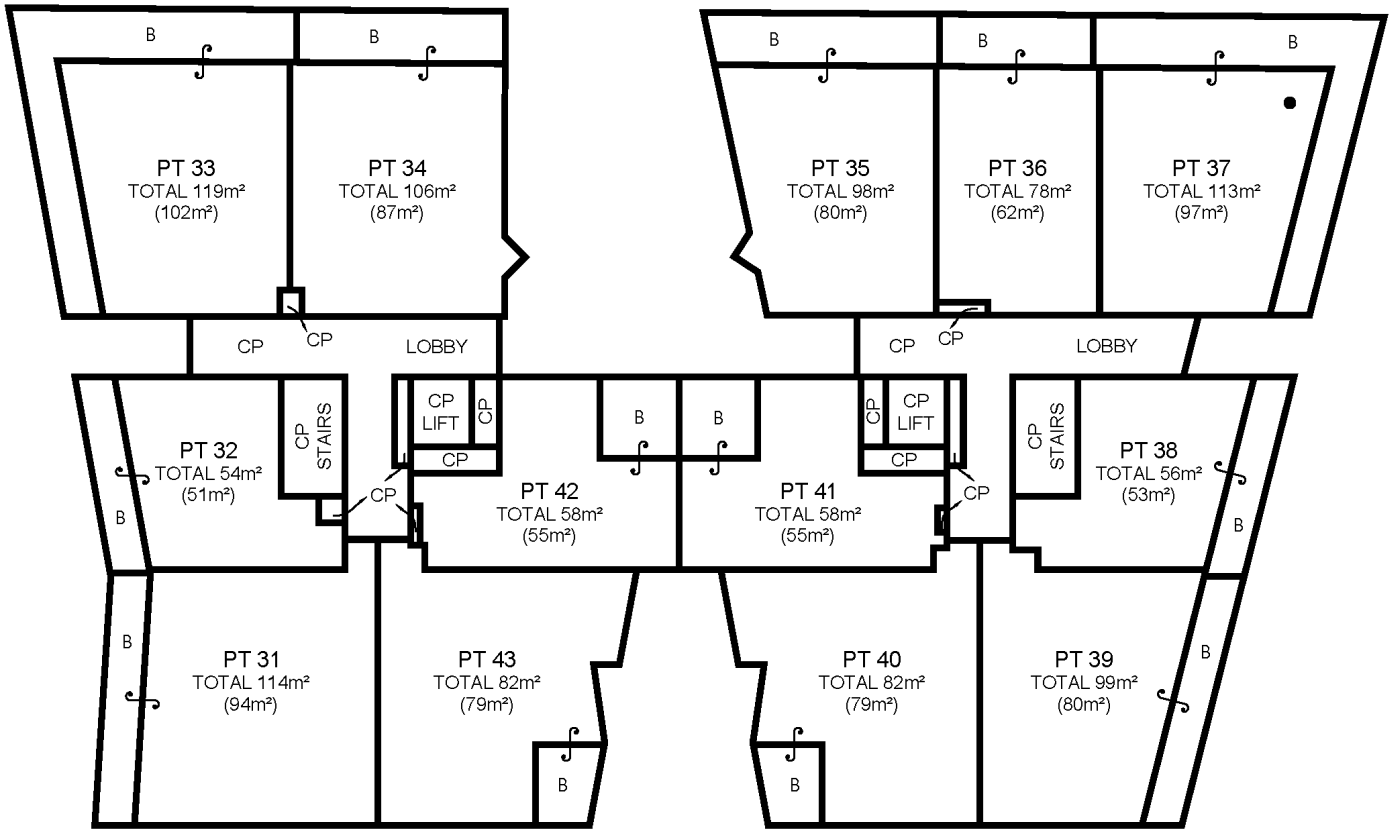
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP1		Lengths are in metres		

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LEVEL 3



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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

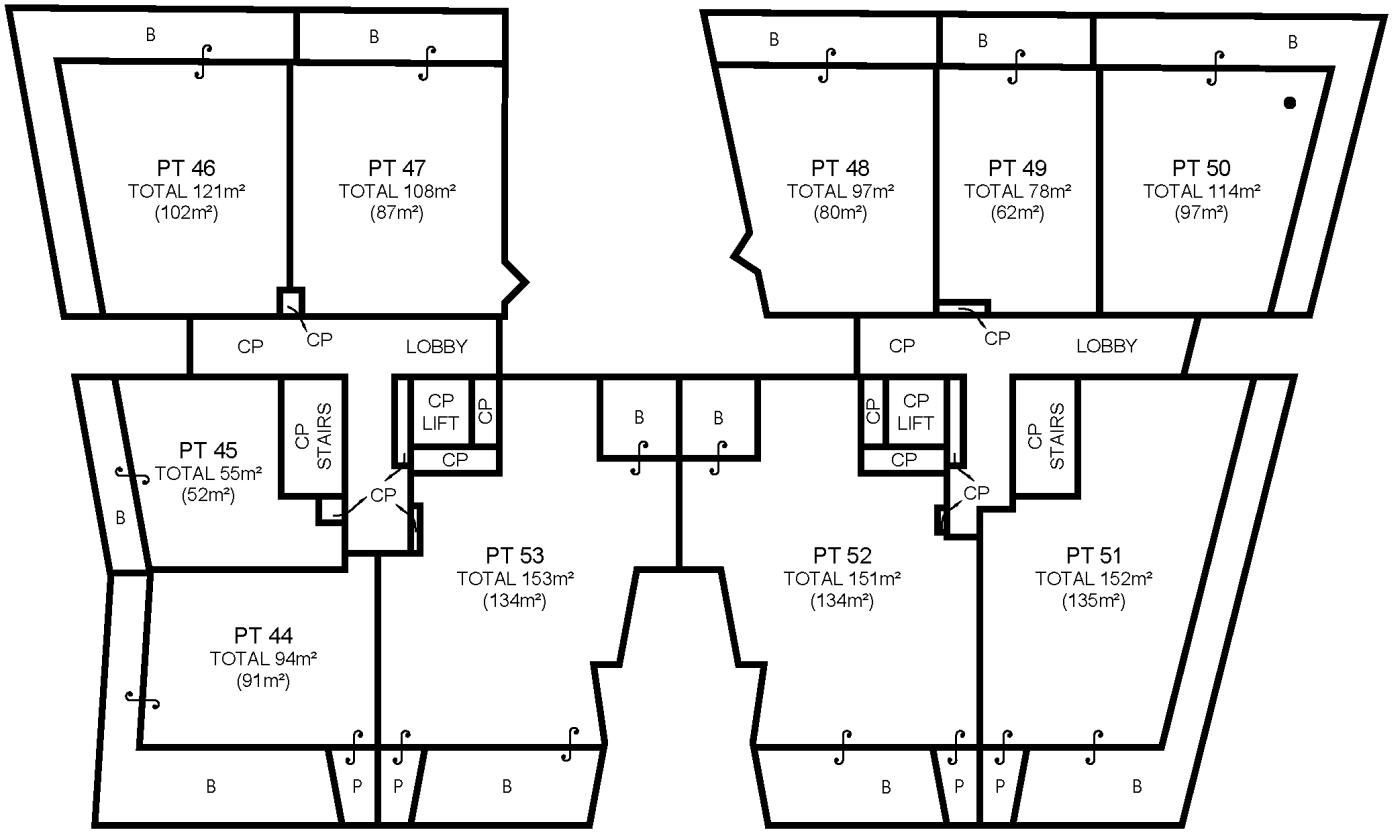
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
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Reference: 181002-SP1		Lengths are in metres		

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LEVEL 4



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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

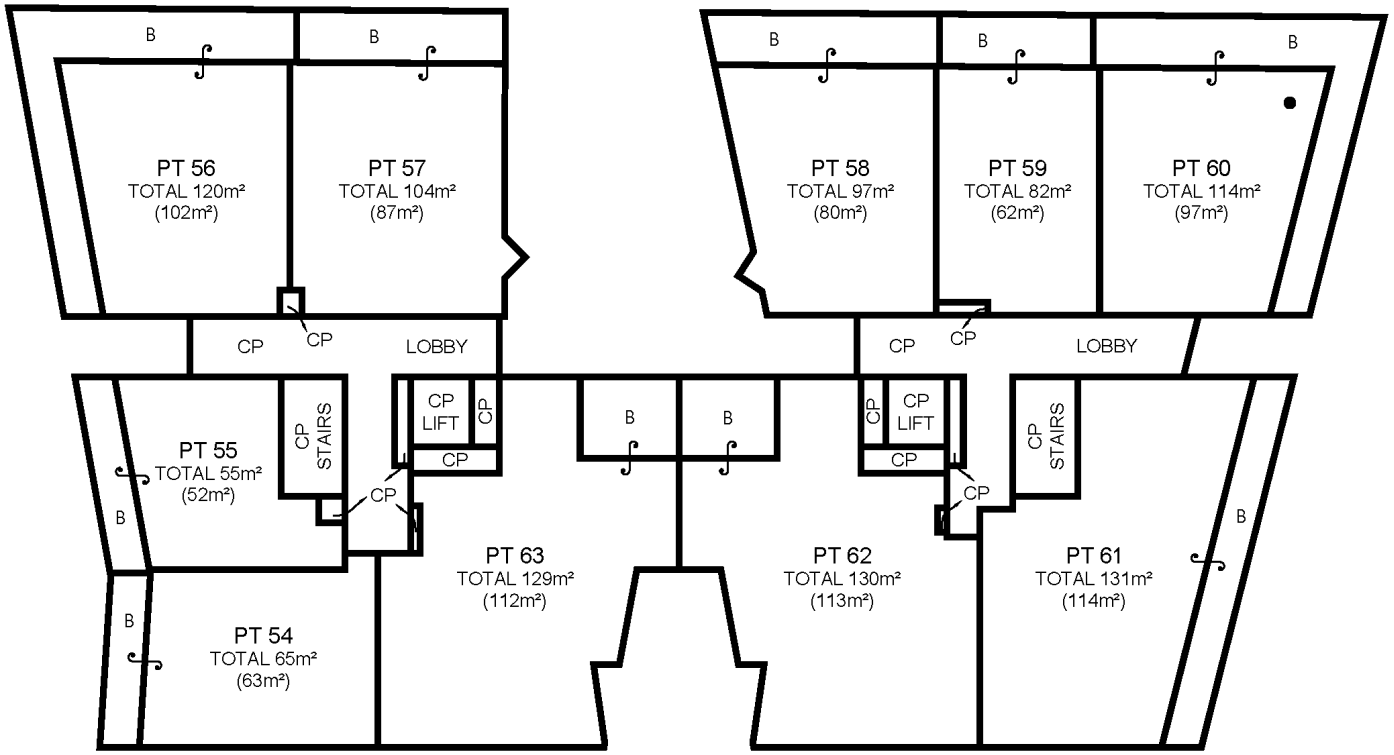
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
P DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP1		Lengths are in metres		

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LEVEL 5



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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

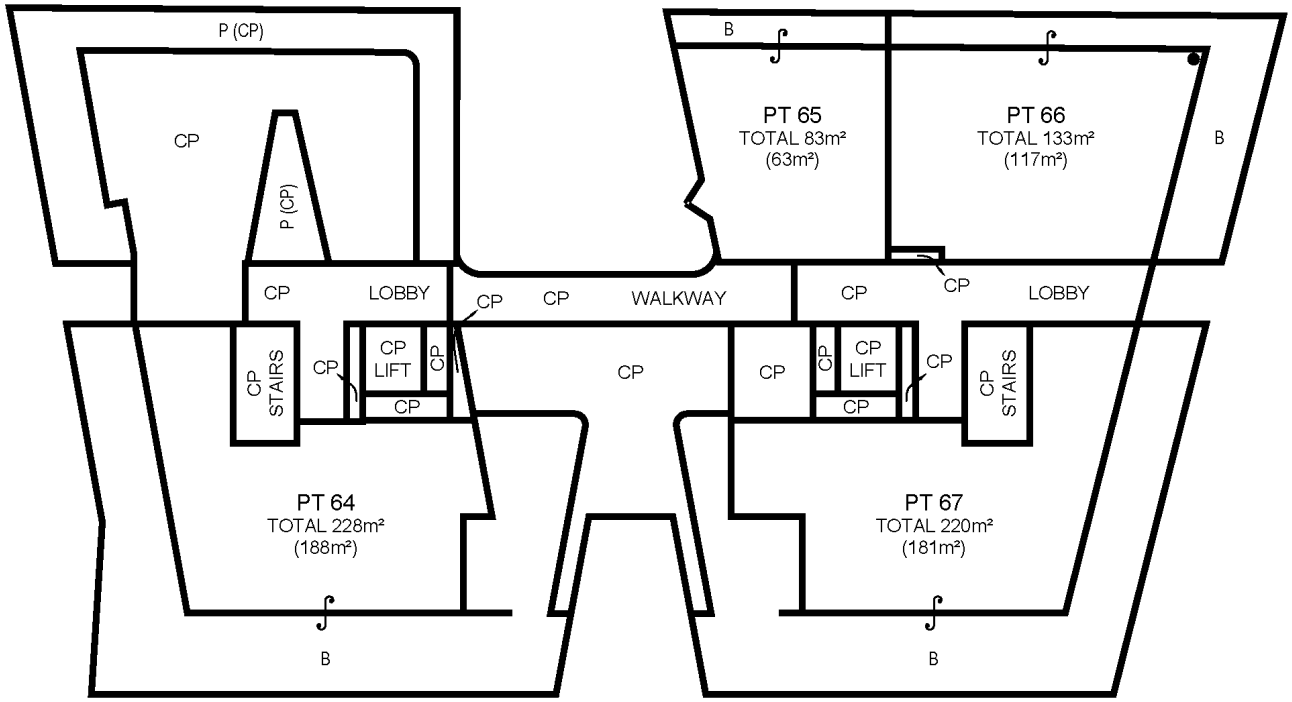
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP1		Lengths are in metres		

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LEVEL 6



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE BALCONIES AND COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL EXTERNAL METAL AWNINGS AND LOUVERS ARE COMMON PROPERTY.

ALL SLIDING METAL LOUVERS ON AND WITHIN THE BALCONIES ARE COMMON PROPERTY.

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
P DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 DP 1248026	L.G.A.: SYDNEY	REGISTERED	SP93889
Name: PETER WILLIAM VANDERGRAAF		Locality: ZETLAND	6/09/2019	
Date: 12/06/2019		Reduction Ratio: 1:200		
Reference: 181002-SP1		Lengths are in metres		

Req:R051042 /Doc:SP 0093889 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:16 of 22
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SP FORM 3.01 | **STRATA PLAN ADMINISTRATION SHEET** | Sheet 1 of 6 sheet(s)

Office Use Only

Registered: 6/09/2019

Office Use Only

SP93889

PLAN OF SUBDIVISION OF
LOT 2 IN DP 1248026

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

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

Address for Service of Documents

113 PORTMAN STREET,
ZETLAND NSW 2017

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata 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 PETER WILLIAM VANDERGRAAF,
of GEOSURV PTY LTD
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 place~~
~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....~~

Signature: .....
Date: 12.06.2019
Surveyor ID: 2129
Surveyor's Reference: 181002-SP1

^ 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 proposed 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 place 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: 172/2019
Relevant Planning Approval No.: CDC 2019/43
issued by: ANTHONY ALLEN (BPB0004)

Signature: .....
Date: 17/7/19

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 6/09/2019

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VALUER'S CERTIFICATE

I, ANDREW HURLEY ..... 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 4/09/19

SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
1	183	24	148	47	159
2	241	25	96	48	145
3	164	26	137	49	117
4	169	27	146	50	150
5	264	28	99	51	200
6	96	29	102	52	219
7	99	30	149	53	219
8	146	31	166	54	114
9	188	32	94	55	96
10	221	33	160	56	163
11	149	34	158	57	161
12	155	35	144	58	146
13	167	36	116	59	119
14	145	37	149	60	152
15	98	38	98	61	196
16	100	39	138	62	209
17	148	40	148	63	208
18	165	41	100	64	192
19	93	42	103	65	123
20	159	43	150	66	179
21	157	44	114	67	198
22	142	45	95	AGGREGATE	10,000
23	115	46	161		

Surveyor's Reference: 181002-SP1

Req:R051042 /Doc:SP 0093889 P /Rev:06-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:19 of 22
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)

Office Use Only

Registered: 6/09/2019

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SP93889

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*

SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
CP		113	PORTMAN	STREET	ZETLAND
1	G02	18	PAUL	STREET	ZETLAND
2	G01	18	PAUL	STREET	ZETLAND
3	G02	113	PORTMAN	STREET	ZETLAND
4	G01	113	PORTMAN	STREET	ZETLAND
5	G05	113	PORTMAN	STREET	ZETLAND
6	G03	113	PORTMAN	STREET	ZETLAND
7	G05	18	PAUL	STREET	ZETLAND
8	G03	18	PAUL	STREET	ZETLAND
9	102	18	PAUL	STREET	ZETLAND
10	101	18	PAUL	STREET	ZETLAND
11	102	113	PORTMAN	STREET	ZETLAND
12	101	113	PORTMAN	STREET	ZETLAND
13	106	113	PORTMAN	STREET	ZETLAND
14	105	113	PORTMAN	STREET	ZETLAND
15	103	113	PORTMAN	STREET	ZETLAND
16	105	18	PAUL	STREET	ZETLAND
17	103	18	PAUL	STREET	ZETLAND
18	205	18	PAUL	STREET	ZETLAND
19	203	18	PAUL	STREET	ZETLAND
20	202	18	PAUL	STREET	ZETLAND
21	201	18	PAUL	STREET	ZETLAND
22	203	113	PORTMAN	STREET	ZETLAND
23	202	113	PORTMAN	STREET	ZETLAND
24	201	113	PORTMAN	STREET	ZETLAND
25	208	113	PORTMAN	STREET	ZETLAND
26	207	113	PORTMAN	STREET	ZETLAND
27	206	113	PORTMAN	STREET	ZETLAND
28	205	113	PORTMAN	STREET	ZETLAND
29	207	18	PAUL	STREET	ZETLAND
30	206	18	PAUL	STREET	ZETLAND
31	305	18	PAUL	STREET	ZETLAND
32	303	18	PAUL	STREET	ZETLAND
33	302	18	PAUL	STREET	ZETLAND
34	301	18	PAUL	STREET	ZETLAND
35	303	113	PORTMAN	STREET	ZETLAND
36	302	113	PORTMAN	STREET	ZETLAND
37	301	113	PORTMAN	STREET	ZETLAND
38	308	113	PORTMAN	STREET	ZETLAND
39	307	113	PORTMAN	STREET	ZETLAND
40	306	113	PORTMAN	STREET	ZETLAND
41	305	113	PORTMAN	STREET	ZETLAND
42	307	18	PAUL	STREET	ZETLAND
43	306	18	PAUL	STREET	ZETLAND
44	405	18	PAUL	STREET	ZETLAND
45	403	18	PAUL	STREET	ZETLAND
46	402	18	PAUL	STREET	ZETLAND
47	401	18	PAUL	STREET	ZETLAND

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 6 sheet(s)

Office Use Only	Office Use Only
Registered: 6/09/2019	SP93889

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*

SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
48	403	113	PORTMAN	STREET	ZETLAND
49	402	113	PORTMAN	STREET	ZETLAND
50	401	113	PORTMAN	STREET	ZETLAND
51	406	113	PORTMAN	STREET	ZETLAND
52	405	113	PORTMAN	STREET	ZETLAND
53	406	18	PAUL	STREET	ZETLAND
54	505	18	PAUL	STREET	ZETLAND
55	503	18	PAUL	STREET	ZETLAND
56	502	18	PAUL	STREET	ZETLAND
57	501	18	PAUL	STREET	ZETLAND
58	503	113	PORTMAN	STREET	ZETLAND
59	502	113	PORTMAN	STREET	ZETLAND
60	501	113	PORTMAN	STREET	ZETLAND
61	506	113	PORTMAN	STREET	ZETLAND
62	505	113	PORTMAN	STREET	ZETLAND
63	506	18	PAUL	STREET	ZETLAND
64	601	18	PAUL	STREET	ZETLAND
65	602	113	PORTMAN	STREET	ZETLAND
66	601	113	PORTMAN	STREET	ZETLAND
67	603	113	PORTMAN	STREET	ZETLAND

Surveyor's Reference: 181002-SP1

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 6 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*

REGISTERED PROPRIETOR

BRIDGEHILL (ZETLAND) PTY LTD
LEVEL 7, 3 RIDER BOULEVARD
RHODES NSW 2138
ACN 165 276 256
In accordance with sec 127 of
The Corporations Act 2001

.....
Director Yibin Xu

.....
Director Signature

.....
~~Executive Chairman~~ Yi Cheng Jiang
DIRECTOR

.....
~~Executive Chairman~~ Signature
DIRECTOR

Surveyor's Reference: 181002-SP1

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 6 sheet(s)

Office Use Only	Office Use Only
Registered: 6/09/2019	SP93889

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*

MORTGAGEE

SIGNED by Mark Allen
as attorney for **CBA CORPORATE SERVICES (NSW) PTY LIMITED** under power of attorney book 4659 no 765 in the presence of:

.....
Signature of witness

Kate Bradley
Name of witness
201 Sussex Street
Sydney NSW 2000

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

Surveyor's Reference: 181002-SP1

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Form: 13RPA
Edition: 1111

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHOI

AP525349A

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**

See Annexure A for list of lots burdened in SP93826

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone and LLPN if any	CODE
654X	M J ARMSTRONG & CO - DENTONS 654X LPP:131317K Reference: 489508	RV

(C) **REGISTERED PROPRIETOR**

Bridgehill (Zetland) Pty Limited ACN 165 267 256

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
	AN465948	CBA Corporate Services (NSW) Pty Limited

(E) **PRESCRIBED AUTHORITY**

City of Sydney Council

(F) The prescribed authority having imposed a restriction in the terms set out in annexure A hereto on the abovementioned land applies to have it recorded in the Register and certified this application correct for the purposes of the Real Property Act 1900.

DATE .....

(G) **Execution by the prescribed authority**

I certify that I am an eligible witness and that an **authorised officer of the prescribed authority** signed this dealing in my presence.

[See note * below] **SEE ANNEXURE A**

Signature of witness: .....
Name of witness: .....
Address of witness: .....

Signature of authorised officer: .....
Name of authorised officer: .....
Position of authorised officer: .....

(G) **Execution by the registered proprietor**

See Annexure A for execution by registered proprietor and mortgagee's consent

(H) ~~The lessee / mortgagee / chargee~~ ~~under~~ ~~lease / mortgage / charge~~ No. , agrees to be bound by this restriction.
~~I certify that the above~~ ~~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 :
.....

multiple 20 refs fee required

* 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 to Restriction on the Use of Land

By: Bridgehill (Zetland) Pty Limited ACN 165 267 256

In favour of: City of Sydney Council

Lots burdened: Lots 1 - 3, 6 - 9, 12 - 17, 19 - 25, 27 - 33, 35 - 41, 43 - 49, 53 - 58, 62 - 67, 69, 71 - 76, 80 - 85, 89 - 94, 98 - 103, 107 - 112, 116 - 121, 125, 127, 129 - 134, 137 - 145, 147 - 156, 158 - 167, 169 - 178, 180 - 189, 191 - 200, 202 - 211, 213 - 222, 224 - 230, 232, 234, 240, 245 - 247, 253 - 255, 258, 260, 261, 267 - 269, 272, 275, 281 - 283, 286 - 289, 295 - 297, 300 - 303, 306, 307, 309 - 312, 214 - 323 and 325 - 328 in SP93826

1. TERMS OF RESTRICTION ON THE USE OF LAND

The on-site car parking spaces within the lots burdened, with the exception of any service spaces, car share spaces and visitor parking spaces, must not be used by any person other than an occupant, tenant or resident in the building.

The person having the right to release, vary, modify this restriction is City of Sydney Council.

EXECUTION

Signed on behalf of **Bridgehill (Zetland) Pty Limited** ACN 165 267 256 pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director	Director
YICHENG JIANG	YIBIN XU
Print name of signatory	Print name of signatory

Mortgagee:

The undersigned **CBA CORPORATE SERVICES (NSW) PTY LIMITED**, mortgagee under mortgage no. AN465948, agrees to be bound by this restriction on use of land.

SIGNED by Colleen Chiu
as attorney for **CBA CORPORATE SERVICES (NSW) PTY LIMITED** under power of attorney book 4659 no 765 in the presence of:

.....
Signature of witness

Tania Stotski
Senior Associate, Agency
Commonwealth Bank of Australia
Name of witness

Level 21, Tower 1
201 Sussex Street
Sydney, NSW 2000

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

* 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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Executed on behalf of the **City of Sydney** by its Authorised Delegate pursuant to Sec 377 of the Local Government Act 1993.

Authorised Delegate

Kwesi Addo

Print name

Acting Principal Lawyer

Position

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

Witness

André Johnson

Print name

456 Kent Street, Sydney

Address

* 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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ePlan

Approved Form 7	Strata Plan By-laws	Sheet 1 of 49 sheets
Registered: 9/09/2019		Office use only SP93826

Instrument setting out details of by-laws to be created upon registration of a strata plan

The by-laws to be created and their details are listed on page 2 and following

Strata By-Laws for Uno

25 Geddes Avenue, 6 Paul Street and 12 Paul Street, Zetland

SP93826

大成DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia
T +61 2 9931 4999
F +61 2 9931 4888
Ref PYB 34606392

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Approved Form 7	Strata Plan By-laws	Sheet 2 of 49 sheets
Registered: 9/09/2019		Office use only SP93826

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By-Laws for Uno at Uno & Jade

1. About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Building and the various components of Uno & Jade. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

(a) requirements for the use and operation of Shared Facilities; and

(b) the apportionment of costs for Shared Facilities; and

(c) insurance requirements.

2.2 Who must comply with the Strata Management Statement

You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement

You should contact the Strata Manager if you would like a copy of the Strata Management Statement, at your cost.

2.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of Uno & Jade. The Owners Corporation is a member of the Building Management Committee. It

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must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement

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

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

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

3. Common Property Rights By-Laws

3.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

3.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

(a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and

(b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

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3.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

(a) include those amounts in notices for your administrative fund or sinking fund contributions; and

(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 21 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

4. Your behaviour

4.1 What are your general obligations?

You must not:

(a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or

(b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or

(c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property or another Apartment; or

(d) obstruct the legal use of Common Property by any person; or

(e) do anything in the Building which is illegal; or

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(f) do anything which might damage the good reputation of the Owners Corporation or the Building.

4.2 Complying with the law

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

(a) your Apartment; and

(b) the use of your Apartment; and

(c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

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

5. You are responsible for others

5.1 What are your obligations?

You must:

(a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and

(b) make your visitors leave the Building if they do not comply with the by-laws or the Strata Management Statement; and

(c) take reasonable care about who you invite into the Building or Uno & Jade; and

(d) accompany your visitors at all times, except when the are entering or leaving the Building or Uno & Jade.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Apartment

If you lease or licence your Apartment, you must:

(a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and

(b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and

(c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

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6. Your obligations

6.1 Strata Management Statement

You must comply with the provisions of the Strata Management Statement in addition to these By-Laws.

6.2 General obligations

You must:

(a) keep your Apartment clean and tidy and in good repair and condition; and

(b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and

(c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and

(d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and

(e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.3 When you will need consent from the Building Management Committee

Subject to your rights under the by-laws, you must have consent from the Building Management Committee to:

(a) carry out Building Works which will affect Shared Facilities or the external appearance of Uno & Jade; or

(b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Uno & Jade; or

(c) install an intruder alarm with an audible signal.

6.4 When will you need consent from the Owners Corporation?

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

(a) carry out Building Works; or

(b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or

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(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or

(d) install an intruder alarm with an audible signal;

(e) attach or hang an aerial or wires outside your Apartment or the Building; or

(f) store anything in your car space (other than a vehicle).

6.5 Floor coverings

If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

6.6 Changing floor coverings

You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Apartment that assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. The Owners Corporation must not unreasonably withhold or delay its consent. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 6.6.

6.7 Window tinting

You must not affix window tinting or other treatments to windows and glass doors in your Lot.

6.8 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Building Management Committee. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

6.9 Sun shades

You must have consent from the Building Management Committee and Council (if necessary) to install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

6.10 Cleaning windows and louvres

Subject to by-law 6.11 (Rights of the Owners Corporation to clean windows and louvres), you must clean the internal glass surfaces in windows, balustrades and doors of your Lot and louvre screens (even if they are Common Property). However, you do not have to clean the glass in windows or doors or louvre screens that you cannot access safely.

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6.11 Rights of the Owners Corporation to clean windows and louvres

The Owners Corporation may resolve to clean the glass in some or all of the windows, balustrades and doors and louvre screens in the Building. If the Owners Corporation resolves to clean glass or louvre screens in or that benefit your Apartment, you are excused from your obligations under by-law 6.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

6.12 Air conditioning

If you run the air conditioning in your Apartment between 10.00pm and 7.00am on any day of the week, you must run the air conditioning on night mode during those hours.

6.13 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

6.14 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

6.15 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

6.16 Planter boxes

If you have a planter box in your Apartment, you must keep planning in the planter box to the same standard as planting in Common Property areas. If your Apartment is on level 5 of the Building, the soil you have in your planter box must be light weight soil.

6.17 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

6.18 Children

You must not permit children to play on Common Property or to be unsupervised by and adult when they are on Common Property.

6.19 Occupancy limits

You must not:

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(a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;

(b) permit any bedroom in your Apartment to be occupied by more than two adults; and

(c) have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to you Apartment for the purpose of monitoring compliance with this by-law.

6.20 No short term letting

(a) You must not lease your Apartment for any lease period less than 90 days.

(b) If you have tenants, you must have a residential tenancy agreement for a term of at least three months.

(c) You must not permit any person to advertise or organise the use of your Apartment for short term accommodation.

7. The Balcony of your Apartment

7.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

(a) it is a type approved by the Owners Corporation; or

(b) it is a standard commensurate with the standard of the Building; or

(c) it will not (or is not likely to) cause damage; or

(d) it is not (or is not likely to become) dangerous.

7.2 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

7.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

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7.4 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

7.5 Gas appliances

To ensure compliance with the fire safety systems for the Building, you must not on your Balcony:

(a) operate any heater or other appliance (other than barbeque as permitted In by-law 8 (Storing and operating a barbeque)) that is fuelled by flammable or combustible gas cylinders; or

(b) store any cylinders containing flammable or combustible gas other than an LPG gas cylinder with a maximum capacity of 9 kg for the operation of a barbeque.

8. Storing and operating a barbeque

8.1 Storing and operating a barbeque

You may store and operate a portable barbecue on the Balcony of your Apartment if:

(a) it is a type permitted under this by-law 8; and

(b) it will not (or is not likely to) cause damage or injury; and

(c) you keep it covered when you are not operating it; and

(d) you keep it clean and tidy.

8.2 Permitted barbecues

The types of barbecues permitted are:

(a) a covered kettle style portable barbecue; or

(b) a covered LPG gas or electric portable barbecue; or

(c) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

8.3 Hours of operation

You may operate a barbecue only during the hours of 9.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

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8.4 No nuisance

If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

9. Keeping an animal

9.1 What animals may you keep?

(a) Subject to this by-law 9, you may keep:

(i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with clause 9.2;

(ii) canaries, budgerigars or similar birds kept indoors at all times;

(iii) one domestic cat and one small size dog, or two domestic cats, or two small sized dogs; and

(iv) provided it is registered under the *Companion Animals Act 1998* (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into Uno & Jade and on request by the Owners Corporation.

(b) You must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

(c) You must obtain the prior consent of the Owners Corporation to keep any other animal. The Owners Corporation is not obliged to give its consent to you keeping any other animal in Uno & Jade.

9.2 Fish

You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

(a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and

(b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your apartment; and

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(c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

9.3 Dogs

You may not keep and the Owners Corporation will not give you consent to keep:

(a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;

(b) a dog that exceeds 24 kilograms once full grown;

(c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or

(d) a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW).

9.4 Controlling your animal

Subject to by-law 9.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander:

(a) into another Apartment; or

(b) onto Common Property.

9.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Uno & Jade (eg to transport it out of Uno & Jade), you must carry and restrain it (eg by pet cage) and control it at all times.

9.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.

9.7 Cleanliness

If you keep any animal or other pet, you must:

(a) ensure that your pet is kept in clean and hygienic condition;

(b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;

(c) keep any pet litter tray or box clean and odour free;

(d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and

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(e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system from your Balcony.

9.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

(a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;

(b) you do not comply with by-law 9.7 (Cleanliness);

(c) it becomes offensive, vicious, aggressive, noisy or a nuisance;

(d) your dog is a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW); or

(e) your dog is not registered under the *Companion Animals Act 1998* (NSW).

9.9 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of Uno & Jade for:

(a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and

(b) damage to or loss of property or injury to any person caused by your animal; and

(c) cleaning up after your animal.

9.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

(a) another Apartment; or

(b) Common Property,

after a warning has been given to you by the Owners Corporation.

9.11 Your visitors

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

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10. Erecting a sign

10.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

10.2 The Developer

The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which you do not own.

11. Moving and delivering furniture and goods

11.1 What are your obligations?

You must:

(a) make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large articles through your Strata Scheme;

(b) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;

(c) move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation;

(d) comply with the reasonable requirements of the Owners Corporation; and

(e) comply with the removal truck management plan for the Building, a copy of which is held by the Owners Corporation.

11.2 Loading and unloading

All loading and unloading of furniture and other goods must take place in the Loading Dock.

11.3 Damage bond

(a) Before you move furniture or large items into or out of the Building the Owners Corporation may require you tolodge a cash damage bond in an amount of up to $1,000 with the Owners Corporation.

(b) If there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move.

(c) If Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your damage bond and any balance of your damage bond will be returned to you. If cost of

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repairing or replacing the damaged Common Property exceeds your damage bond you must pay the shortfall to the Owners Corporation immediately on demand.

11.4 Rights

In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. If this happens, you must make your arrangements with the Building Management Committee or that other person and comply with their instructions and reasonable requirements.

11.5 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

(a) make arrangements with the Building Manager when you move in or out of the Building; and

(b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

12. How to dispose of your garbage

12.1 Strata Management Statement

Rules regulating storage and disposal of waste are in the Strata Management Statement.

12.2 Your obligations

You must comply with the Strata Management Statement when you use the Garbage Room and a Garbage Chute Room or otherwise dispose of waste. You must also comply with and any Rules made by the Building Management Committee and the Owners Corporation about using the Garbage Rooms and disposing of waste.

12.3 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

(a) on Common Property (other than in the Garbage Room or in a recyclable garbage bin according to this by-law); or

(b) in an area of your Apartment which is visible from outside your Apartment (eg on the Balcony of your Apartment).

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12.4 Your obligations

You must:

(a) comply with any Rules made by the Owners Corporation and the Building Management Committee about using the Garbage Room, the Garbage Chute Rooms and the Garbage Bin Holding Area;

(b) place your household garbage in the garbage chute in the Garbage Chute Room on your level of the Building or in a garbage receptacle in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;

(c) drain and securely wrap your household garbage before you place it in a garbage chute or the Garbage Room;

(d) recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);

(e) place your recyclable waste in the in the recyclable garbage chute in the Garbage Chute Room on your level of the Building or in a recyclable garbage receptacle in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;

(f) drain and clean bottles, and safely wrap any broken glass, before you place them in a garbage chute or the Garbage Room;

(g) leave large items of garbage or recyclable materials in the Bulky Waste Room designated by the Owners Corporation or the Building Management Committee for your large waste items; and

(h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection service.

12.5 Garbage chutes

(a) You must not place the following items in a garbage chute:

(i) liquids; or

(ii) items that weigh more than 2.5 kilograms; or

(iii) boxes or large items that might block the garbage chute.

(b) If the garbage chute can be used for general garbage and recyclable waste, when placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and place it in the correct garbage chute. If there is a single garbage chute that can be used for general garbage and recyclable waste, you must ensure you make the correct selection on the diverter for garbage and recyclable waste.

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12.6 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

12.7 Maintaining the Garbage Room

The Owners Corporation must:

(a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments;

(b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the Building (including mechanical equipment associated with the garbage equipment);

(c) maintain, clean and repair the Garbage Room, the Garbage Chute Room and the garbage chutes;

(d) regularly remove filled receptacles from the Garbage Room and replace them with empty receptacles;

(e) regularly clean, maintain, repair and, where necessary, replace the garbage and recycling receptacles;

(f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room and the Garbage Chute Room;

(g) transport receptacles from the Garbage Room to the Garbage Bin Holding Area for collection by Council (or garbage removal contractor if Council does not collect waste from the Building) and transport them back to the Garbage Room;

(h) arrange for the removal of garbage and recycling material from the Building; and

(i) transport bulky waste from the Bulky Waste Rooms to the Bulky Waste Holding Room for collection by a waste removal contractor or Council (if Council collect bulky waste from the Building); and

(j) arrange for the removal from the Building of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

12.8 Waste removal and management

(a) The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building or Infinity by Crown Group.

(b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

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12.9 Garbage removal contractor

The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.

13. Carrying out Building Works

13.1 When do you need consent?

(a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

(b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Strata Committee or the Owners Corporation.

(c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.

(d) Cosmetic Works do not need consent from the Owners Corporation.

13.2 Your obligations

Clause 20 of the Strata Management Statement regulates the carrying out Building Works in Uno & Jade. You must comply with those provisions of the Strata Management Statement.

13.3 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

(a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 (The Developer); or

(b) alter or remove an Inter-Lot Wall according to by-law 14 (Inter-Lot Walls); or

(c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works) and 13.10 (Making arrangements with the Owners Corporation) in relation to Building Works under By-Laws 13.3(b) or (c).

13.4 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

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(a) obtain necessary consents from the Owners Corporation and Government Agencies; and

(b) obtain necessary consents from the Building Management Committee and under the Building Management Statement; and

(c) find out where service lines and pipes are located; and

(d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services;

(e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and

(f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 13 before you carry out Building Works.

13.5 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

(a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;

(b) include plans and specifications according to this by-law; and

(c) clearly identify how the proposed Building Works comply with the theme of the Building.

13.6 Requests for further information

(a) The Owners Corporation may request you to supply plans, specifications and further information about your application.

(b) You must supply all information requested by the Owners Corporation in a reasonable time.

(c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

13.7 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

(a) the theme of the Building;

(b) the suitability and quality of the proposed Building Works;

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(c) the by-laws for the Owners Corporation; and

(d) the Rules.

13.8 The consent process

(a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.

(b) The Owners Corporation must:

(i) make a decision about your application within one month after receiving your application and any further information requested by the Owners Corporation (unless you and the Owners Corporation agree otherwise); and

(ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

13.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and

(b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

(c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

13.10 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

(a) arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and

(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and

(c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.

13.11 Bond

If you have paid a bond in accordance with by-law 13.3(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the

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reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

14. Inter-Lot Walls and Internal Walls

14.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall

(a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:

(i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Apartment; and

(ii) it is not a structural wall; and

(iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and

(iv) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

(b) Subject to this by-law, you may install an Internal Wall if:

(i) the installation will not be or result in a breach of any condition of the Development Approval;

(ii) you obtain and comply with all necessary Government Agency consents;

(iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and

(iv) you comply with the procedures in this by-law and the requirements of by-laws 14.3(a) to (g) inclusive.

14.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall). However, you must obtain

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all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall that you:

(a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;

(b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of $10,000,000 or other amount acceptable to the Owners Corporation;

(c) carry out the work in a way that does not at any time compromise the fire safety of the Building;

(d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;

(e) carry out the work in the method certified by the structural engineer under by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall);

(f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;

(g) comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond);

(h) you obtain and comply with all necessary Government Agency consents for altering or removing the Inter-Lot Wall;

(i) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and

(j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

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15. Agreement with the Building Manager

15.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building and for Uno & Jade generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

15.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

15.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

15.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

(a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and

(b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

15.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and

(b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

15.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

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(a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

15.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

(a) caretaking, supervising and servicing Common Property; and

(b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and

(c) supervising the repair, maintenance, renewal or replacement of Common Property; and

(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and

(e) co-ordinating the carrying out of Building Works; and

(f) managing the Security Key system and providing Security Keys according to the by-laws; and

(g) providing services to the Owners Corporation, Owners and Occupiers; and

(h) supervising employees and contractors of the Owners Corporation; and

(i) supervising the Building generally; and

(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

15.8 Agreements under the Strata Management Statement

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

16. Licences

16.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

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16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

(a) payments under the licence; and

(b) the term of the licence; and

(c) the permitted uses of the licensed areas; and

(d) the maximum number of persons allowed in the licensed area; and

(e) insurances the licensee must effect; and

(f) cleaning and maintaining the licensed area.

17. Landscaped Areas

17.1 Shared Facility

The Landscaped Areas are a Shared Facility.

17.2 Strata Management Statement

Rules regulating the Landscaped Areas are in the Strata Management Statement.

17.3 Your obligations

You must comply with the Strata Management Statement when you use the Landscaped Areas. You must also comply with and any Rules made by the Building Management Committee about using the Landscaped Areas.

17.4 Access to Landscaped Areas

If required, and provided reasonable notice is given, you must give the Owners Corporation access through your apartment to the Landscaped Areas.

18. Car spaces and storage spaces

18.1 What are your obligations?

If you have a car space or a storage space you must:

(a) provide the Owners Corporation with access to your car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;

(b) keep your car space or storage space clean and tidy;

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(c) use your car space or storage space only for lawful purposes;

(d) keep the car space or storage space free of vermin;

(e) not enclose your car space;

(f) not keep dangerous, noxious or inflammable items, materials or liquids in the car space or storage space;

(g) not stack items in your storage space higher than 1 metre below the concrete soffit above your storage space or higher than 500mm below any sprinkler head that is above your storage space;

(h) not install any solid screens or walls in your storage space; and

(i) repair and make good any damage you cause to the car space or storage space.

18.2 Maintenance of storage cages

You must, at your cost, keep your storage cage fence in good repair and condition. If the fence on any side of your storage cage is shared by another storage cage, you and the Owner of the lot that includes that storage cage have the exclusive use of that fence and are jointly responsible for the cost of the repair, maintenance and replacement of that fence.

18.3 Electric car charging points

If you have an electric car charging point in your car space, to the extent the point and any cables and ducts form part of Common Property, you have exclusive use of that charging point and associated cables, ducts and equipment. You will be responsible for the cost of all electricity consumed by your charging point, and must ensure the supply of electricity to your charging point is from the metered supply of electricity to your Apartment.

19. Controlling traffic and parking on Common Property

19.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

(a) impose a speed limit for traffic in Common Property; and

(b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and

(c) install speed humps and other traffic control devices in Common Property; and

(d) install signs about parking; and

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(e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Uno & Jade.

19.2 Parking on Common Property

You must not stand or park vehicles on Common Property including Common Property driveways.

20. Visitor car parking

20.1 Shared Facility

The Visitor Car Parking Spaces are a Shared Facility.

20.2 Strata Management Statement

Rules regulating the Visitor Car Parking Spaces are in the Strata Management Statement.

20.3 Your obligations

You must:

(a) comply with and any Rules made by the Committee about using the Visitor Car Parking Spaces;

(b) not park or stand any vehicle in a Visitor Car Parking Space;

(c) not permit any other person to park of stand a vehicle in a Visitor Car Parking Space unless that person is a genuine visitor of yours and does not stay in your Apartment for more than consecutive two nights on any one occasion; and

(d) not permit any contractor or employee of yours to park or stand a vehicle in a Visitor Car Parking Space.

21. Carwash Bays

21.1 Shared Facility

The Carwash Bays are a Shared Facility.

21.2 Strata Management Statement

Rules regulating the Carwash Bays are in the Strata Management Statement.

21.3 Your obligations

If you want to use the Carwash Bays, you must:

(a) comply with the Strata Management Statement when you use the Carwash Bays;

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(b) comply with and any Rules made by the Building Management Committee about using the Carwash Bays;

(c) comply with any Rules made by the Owners Corporation about using the Carwash Bays;

(d) not stand your vehicle in the Carwash Bays for longer than is reasonable necessary to enable you to wash your vehicle and having regard to other Occupiers entitlement to use the Carwash Bays;

(e) not leave rubbish in the Carwash Bays;

(f) minimise your use of water when cleaning your vehicle;

(g) only use environmentally friendly cleaning products; and

(h) leave the Carwash Bays in a clean and tidy condition.

22. Car Share Scheme Spaces

22.1 Your obligations

You must not park or stand a vehicle in the Car Share Scheme Spaces.

22.2 The Owners Corporation's obligations

The Owners Corporation must:

(a) make the Car Share Scheme Spaces available to a car share scheme operator free of charge;

(b) allow customers of the car share scheme operator to access the Car Share Scheme Spaces; and

(c) retain the Car Share Scheme Spaces as Common Property.

23. Loading Dock

(a) The Loading Dock is a Shared Facility. When using the Loading Dock, you must comply with the provisions of the Strata Management Statement about the Loading Dock.

(b) All loading and unloading of deliveries, furniture and other goods must take place at the Loading Dock.

(c) If you wish to use the Loading Dock for extended periods or to move bulky items into or out of the Strata Scheme, you must make arrangements with the building manager appointed by the Building Management Committee under the Strata Management Statement.

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24. Fire control

24.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

(a) use them in connection with the lawful use of your Apartment; and

(b) keep them in reasonable quantities according to the guidelines of Government Agencies.

24.2 Fire control laws

You and the Owners Corporation must comply with laws about fire control.

24.3 Strata Management Statement

The Strata Management Statement contains requirements about fire safety and compliance. You must comply with those provisions of the Strata Management Statement.

24.4 Restrictions about fire safety

(a) You must not:

(i) keep inflammable materials on Common Property;

(ii) interfere with fire safety equipment;

(iii) obstruct fire stairs or fire escapes;

(iv) use corridors and foyers in the Building for the storage of any items;

(v) use any Garbage Chute Room for the storage of garbage or any other items; or

(vi) keep inflammable materials in your car space.

(b) The Owners Corporation must;

(i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building;

(ii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times

(iii) not use corridors and foyers in the Building for the storage of any items; and

(iv) not use any Garbage Chute Room for the storage of garbage or any other items.

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24.5 False alarms

Any call-out costs and other charges incurred by the Owners Corporation for false fire alarms will be charged to and payable by the Owner of the Apartment from which the false alarm callout emanated. A call-out in response a fire alarm will be deemed a false fire alarm if the fire alarm is determined by Fire and Rescue NSW or such other body as a false alarm. The Owners Corporation will be entitled to recover the charge as a debt and to add the false alarm charge to the administration fund levy statement for the Apartment.

25. Uno & JadeDamage to Common Property

25.1 What are your obligations?

Subject to the by-laws, you must:

(a) use Common Property equipment only for its intended purpose; and

(b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and

(c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

25.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

(a) interfere with or damage Common Property; or

(b) remove anything from Common Property that belongs to the Owners Corporation; or

(c) interfere with the operation of Common Property equipment.

26. Insurance premiums

26.1 Consent from the Owners Corporation

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

26.2 Payments for increased premiums

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

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26.3 Requirements under the Strata Management Statement

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

27. Security at the Building

27.1 What are your obligations?

The Strata Management Statement regulates general security matters in Uno & Jade. You must comply with those provisions of the Strata Management Statement.

27.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

(a) stop intruders coming into the Building; and

(b) prevent fires and other hazards.

27.3 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

27.4 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

(a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and

(b) restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and

(c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

27.5 What are your obligations?

You must not:

(a) interfere with security cameras or surveillance equipment; or

(b) do anything that might prejudice the security or safety of the Building.

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

27.6 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

(a) it must comply with the Strata Management Statement; and

(b) it must not interfere with Shared Facilities.

28. Security Keys

28.1 What are your obligations?

In addition to its powers under the Development Act and the Management Act, the Owners Corporation has the power make agreements with the Building Management Committee or another person (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the Building Management Committee or other person an administration fee for the provision of Security Keys.

28.2 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 27 (Security at the Building).

28.3 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

28.4 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

28.5 Managing the Security Key system

The Owners Corporation has the power to:

(a) re-code Security Keys; and

(b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and

(c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

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28.6 What are your obligations?

You must:

(a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and

(b) take all reasonable steps not to lose Security Keys; and

(c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and

(d) notify the Owners Corporation immediately if you lose a Security Key.

28.7 Some prohibitions

You must not:

(a) copy a Security Key; or

(b) give a Security Key to someone who is not an Owner or Occupier.

28.8 Procedures if you lease your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

29. Services provided by the Owners Corporation

29.1 Services

The Owners Corporation has the power to supply services to each Apartment including hot and cold water, electricity, gas, air conditioning condenser water, telephone, television and other communications.

29.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

29.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

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30. Agreement for supply of Embedded Network Services

30.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for Uno & Jade generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

30.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

30.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

30.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions::

(a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;

(b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;

(d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and

(e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the

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Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

30.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;

(b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

30.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

30.7 Agreements under the Strata Management Statement

(a) If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to Uno & Jade, the agreement may be for:

(i) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Owners Corporation for the Common Property in the Building; and

(ii) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Building Management Committee for the Shared Facilities in Uno & Jade,

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in which event, the Owners Corporation will be a party to the agreement in its own right in relation to the Common Property and as a member of the Building Management Agreement in respect of Shared Facilities.

(b) If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to Uno & Jade, any subsequent agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

31. Roof Terrace

31.1 Conditions for using the Roof Terrace

(a) You and your visitors may use the Roof Terrace. You must accompany your visitors when they use the Roof Terrace.

(b) You may use the Roof Terrace only between the hours of 7.00am and 10.30pm and on any day of the week.

(c) You must:

(i) when using the Roof Terrace, keep it clean and tidy;

(ii) use the Roof Terrace only for lawful purposes;

(iii) be adequately clothed when you are in the Roof Terrace Area;

(iv) use the Roof Terrace having due regard to the entitlement of other Occupiers to use the Roof Terrace so that each entitled Occupier has a reasonable opportunity to use the Roof Terrace;

(v) comply with any Rules made by the Owners Corporation about the use of the Roof Terrace, including any Rules about reservations.

(vi) comply with any Rules about the number of visitors you may bring into the Roof Terrace at the same time; and

(vii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Roof Terrace.

(d) You must not:

(i) bring glass objects or glass drinking glasses into the Roof Terrace;

(ii) interfere with or adjust the settings of any equipment in the Roof Terrace;

(iii) do anything that damages or might damage any equipment or furniture in the Roof Terrace;

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(iv) do anything in the Roof Terrace that causes a nuisance to Occupiers in the Building or generates noise that is audible within any Apartment or any other component of Esprit Mascot;

(v) operate any audio or audio visual equipment in the Roof Terrace at a volume that is audible within any Apartment or any other component of Uno & Jade; or

(vi) leave garbage in the Roof Terrace.

(e) You must have consent from the Committee to:

(i) hold parties or other functions (including exercise classes) in the Roof Terrace; or

(ii) interfere, operate or adjust the settings of any equipment in the Roof Terrace.

31.2 Booking the use of the Roof Terrace

If you wish to hold a party or function in a Recreation Room you must book the use of the Roof Terrace through the Facilities Manager. The Committee may make Rules about booking and using the Roof Terrace.

31.3 Bond

As a condition of giving you consent to hold a party or function in the Roof Terrace, the Committee may require you to pay a bond (as determined by the Committee) before you use the Roof Terrace. If you have paid a bond and if there is any damage to the Roof Terrace or the Building as a consequence of or arising from the holding of your party or function, the Committee (or the Facilities Manager on behalf of the Committee) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Committee immediately on demand. If there is no damage to the Roof Terrace or the Building as a result of your party or function, the Committee will refund your damage bond as soon as reasonably practicable after your party or function.

31.4 Security and access

The Owners Corporation may lock or secure the Roof Terrace by Security Key. The Owners Corporation must give the Owners and Occupiers a Security Key to the Roof Terrace and may charge a fee for additional or replacement Security Keys.

32. Exclusive use of Air Conditioning System

32.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each

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Apartment. By-law 3 ("Exclusive Use By-laws") applies to this Common Property Rights By-Law.

32.2 Air conditioning for Apartments

There is a separate Air Conditioning System for each Apartment. Air Conditioning Systems comprise Common Property and may be maintained, repaired and replaced by the Owners Corporation.

32.3 Exclusive use rights

Each Owner of an Apartment has exclusive use of the parts of the Air Conditioning System that are Common Property and that exclusively service their Apartment.

32.4 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

32.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Apartment:

(a) in a proper and safe manner at all times; and

(b) according to the requirements of Government Agencies about air conditioning services; and

(c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Air Conditioning System that exclusively service your Apartment.

32.6 Paying for Air Conditioning Services

You must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of your Air Conditioning System. If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs. The Owners Corporation may:

(a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and

(b) include your costs in your administrative fund or sinking fund contributions.

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33. Notice board

33.1 Maintenance of notice board

The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.

33.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

34. Rules

34.1 Powers of the Owners Corporation

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

34.2 Changing Rules

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

34.3 What are your obligations?

You must comply with the Rules.

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

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

34.5 What if a rule is inconsistent with the Strata Management Statement?

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

34.6 What if a rule is inconsistent with the Community Management Statement?

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

35. How are consents given?

35.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

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(a) the Owners Corporation at a general meeting; or

(b) the Strata Committee at a meeting of the Strata Committee.

35.2 Conditions

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

35.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

(a) conditions made by them when they gave you consent; or

(b) the by-law under which they gave you consent.

36. Failure to comply with by-laws

36.1 What can the Owners Corporation do?

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

36.2 Procedures

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

(a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and

(b) pay the Owners Corporation for its costs for doing the work.

36.3 Recovering money

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

37. Service of documents, applications and complaints

37.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch

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record generated by the senders computer or other electronic device used to send the e-mail.

37.2 Applications and complaints

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

38. Interpretation

38.1 Definitions

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

Air conditioning System include, without limitation:

(a) air handling units and equipment;

(b) cables, conduits, pipes, wires, ducts, pumps and fan units; and

(c) air conditioning condenser units.

Apartment means a lot in the Building.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Building means Strata Scheme SP93826 established within Lot 1 in the Stratum Plan, known as Uno, comprising components known as Building A, Building B and Building C.

Building Management Committee means the building management committee established under the Strata Management Statement.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 15 (Agreement with the Building Manager).

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or

(b) the structure of your Apartment; or

(c) the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or

(d) Common Property services; or

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(e) services in the Building, whether or not they are for the exclusive use of your Apartment.

(f) Building Works exclude:

(g) minor fit out works inside an Apartment; and

(h) Cosmetic Work; and

(i) works which you are entitled to carry out under a Common Property Rights By-Law.

Bulky Waste Holding Room means the residential bulky waste holding room at ground level within Stratum Lot 1 and adjacent to the Loading Dock.

Bulky Waste Room means the bulky waste rooms at basement level 1 for the storage of bulky waste, including garbage bins, and other equipment in or servicing that room.

Car Share Scheme Spaces means the seven Common Property car parking spaces on basement level 1 of Uno & Jade within Jade.

Carwash Bays means the four carwash bays located in the car park at basement level 1.

Common Property means Common Property in the Building and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means the Council of the City of Sydney.

Developer means Bridgehill (Zetland) Pty Limited (ACN 165 267 256).

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Approval means Council's determination development application no. D/2015/294, as varied, modified or replaced from time to time.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Apartments in the Building, and includes associated equipment and fittings located within the Common Property.

Embedded Network Equipment means meters, plant, machinery, equipment and fittings located within the Stratum Lots and Strata Schemes associated with or ancillary to the Embedded Network.

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Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

(a) electricity;

(b) electricity generation systems;

(c) electricity storage systems;

(d) gas;

(e) thermal energy;

(f) hot water;

(g) chilled water;

(h) potable water;

(i) recycled water;

(j) chilled refrigerant;

(k) heated refrigerant;

(l) sewage removal systems;

(m) waste removal systems;

(n) water supply systems;

(o) internet services;

(p) telecommunication systems;

(q) mobile telephone signal distribution services;

(r) fibre communications;

(s) Embedded Network customer services;

(t) Embedded Network management services; or

(u) any other embedded network service.

Garbage Bin Holding Area means the residential garbage bin holding area at ground level in Stratum Lot 1 and adjacent to the Loading Dock.

Garbage Chute Rooms means the rooms located on each residential level that gives access to the garbage chutes for garbage waste and recyclable waste.

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Garbage Room means the garbage room at basement level 1 receiving garbage from the Garbage Chute Rooms, including garbage bins, carousel and compactor and other equipment in or servicing that room.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Lot Wall means a Common Property wall between two Apartments.

Internal Wall means a wall within an Apartment that is not a Common Property wall.

Landscaped Areas means the Common Property ground level landscaped areas outside the Building, including the plants, pathways, seating and any items in those areas.

Loading Dock means the loading dock on lower ground level of Uno & Jade. The Loading Dock is a Shared Facility.

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

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

Occupier means the occupier, lessee or licensee of an Apartment.

Owner means:

(a) the owner for the time being of an Apartment; and

(b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and

(c) for a Common Property Rights By-Law, the owner of each Apartment benefiting from the by-law; and

(d) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. SP93826, being the Owners Corporation of the strata scheme for the Building.

Residential Garbage Holding Area means the bin holding area adjacent to the Loading Dock for storage of residential garbage bins prior to collection of garbage from the Building. The Residential Garbage Holding Area is a Shared Facility.

Roof Terrace means the Common Property roof terrace on roof level of Building B and all furniture, fixtures, equipment and landscaping in the roof terrace area.

Rules mean Rules made by the Owners Corporation according to by-law 34 (Rules).

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Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

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

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Management Statement means the strata management statement for Uno & Jade registered with strata plan for the Building.

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

Strata Plan means SP93826, being the strata plan for the Building.

Stratum Plan means the stratum plan of subdivision for Uno & Jade being DP1248026.

Visitor Car Parking Spaces means the 28 car spaces on basement level 2 and the 9 car spaces on basement level 1 of the Building designated for use by visitors. The Visitor Car Parking Spaces are a Shared Facility.

Uno & Jade means the improvements at Uno & Jade, Zetland comprising residential and retail components, and known as Uno & Jade.

38.2 References to certain terms

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

(a) words that this by-law does not explain have the same meaning as they do in the Management Act; and

(b) the word "you" means an Owner or Occupier; and

(c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and

(d) a document (including the by-laws) includes any amendment, addition or replacement of it; and

(e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and

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(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

(h) the singular includes the plural and vice versa; and

(i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

38.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

38.4 Severability

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

38.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

38.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

38.7 Remedies cumulative

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

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Registered: 9/09/2019

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SP93826

Executed as an agreement.

Signed, sealed and delivered on behalf of **Bridgehill (Zetland) Pty Limited** ACN 165 267 256 pursuant to section 127 of the Corporations Act 2001, by:

Secretary/Director

Print name Yi Cheng Jiang

Director

Print name Yibin Xu

Mortgagee

SIGNED by **Mark Allen** as attorney for **CBA CORPORATE SERVICES (NSW) PTY LIMITED** under power of attorney book 4659 no 765 in the presence of:

KBraley

...

Signature of witness

Kate Braley

...

Name of witness

Level 21, Tower 1
201 Sussex Street
Sydney, NSW 2000

...

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

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Form: 11R
Release: 4·1

REQUEST

New South Wales
Real Property Act 1900

AJ83194N

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the collection of 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) **STAMP DUTY** — If applicable. Office of State Revenue use only

(B) **TORRENS TITLE** — 3/1181144

(C) **REGISTERED DEALING** — Number | Torrens Title

(D) **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: 9265 9718 CAN: 123053P Reference: S108221 - P Thomas	R

(E) **APPLICANT** — THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) **NATURE OF REQUEST** — Registration of Planning Agreement pursuant to s.93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

Registration of Planning Agreement in the form annexed to this Request and marked "A" pursuant to section 93H of the Environmental Planning and Assessment Act 1979.

DATE 25 NOVEMBER 2014

(H) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: HEATHER TURNER
Address of witness: 456 KENT STREET
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: Marcia Claire Doheny
Signing on behalf of: The Council of the City of Sydney
Power of attorney-Book: 4572
-No.: 994

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

* *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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The following 135 pages are Annexure "A" referred to in the REQUEST to the registration of the Planning Agreement pursuant to s 93H of the *Environmental Planning and Assessment Act 1979*

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ANNEXURE A

PLANNING AGREEMENT

THE COUNCIL OF THE CITY OF SYDNEY

and

BRIDGEHILL (ZETLAND) PTY LIMITED

And

WAVERLEY COUNCIL

FOR 105-115 PORTMAN STREET, ZETLAND

~~ACTING~~ MAYOR CR TONY KAY
~~Power of attorney~~
~~Reg Book No.~~
Waverley Council

GENERAL MANAGER,
~~Witness~~ ATHANASIOS KYRON

Council of the City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference: [S108221]

YIBIN XU
Director, Bridgehill (Zetland) Pty Ltd

YI CHENG JIANG
Director, Bridgehill (Zetland) Pty Ltd

Marcia Claire Doheny
Power of attorney
Reg Book 4572 No.994
Council of the City of Sydney

HEATHER TURNER
Witness

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Planning Agreement made at SYDNEY **on** 25 NOVEMBER **2014.**

Parties

The Council of the City of Sydney (ABN 22 636 550 790) of 456 Kent Street, Sydney, NSW (**Council**)

Bridgehill (Zetland) Pty Ltd (ACN 165 267 256) of Suite 702, Level 7, 3 Rider Boulevard, Rhodes NSW 2138, NSW (**Developer**)

Waverley Council (ABN 12 502 538 608) of 15 Spring Street, Bronte NSW 2024 (**Owner**)

Background

A. The Owner and Developer (or a person with the authority of the Owner or Developer) propose to seek a change to an environmental planning instrument and to make a development application for the development of the Land.

B. In order for the Land to be developed, the Owner and Developer have sought to rezone and undefer the Land from *"Zoned No 4(a) – Industrial General"* under the provisions of the City of Sydney Planning Scheme Ordinance to *"B4 – Mixed Use"* under the LEP respectively.

D. This Deed constitutes an agreement between the Owner, the Developer and the Council that the Developer and Owner will pay monetary contributions, or provide other material public benefits, or a combination of both in connection with the Development on the terms and conditions of this Deed.

E. The Developer and the Council have entered into the GI Deed simultaneously with the execution of this Deed which sets out rights and obligations of the Parties relating to the provision of Green Infrastructure by Council with the intention that such Green Infrastructure will be connected to Buildings in the Development.

F. The GI Deed is a separate agreement to, and does not form any part of, this Planning Agreement.

G. As at the date of this deed, the Owner is the registered proprietor of the Land.

H. The Developer has an interest in the Land under a contract and is likely to become the registered proprietor of the Land.

H. The Developer proposes to carry out the Development on the Land.

I. If, for any reason, the Developer does not become the registered proprietor of the Land, and the Owner instead transfers the Land to a third party (in accordance with schedule 11) that third party will become both the Owner and Developer under this Deed.

I. The Council acknowledges that the Contributions under this Deed are in the form and in the amount which constitute the standard requirements of the Council for a development similar to the Development.

J. As long as Waverley Council remains the Owner, it will have none of the Developer's or Owner's obligations for the purposes of this Deed (other than clauses 6 and 10), unless it seeks to carry out the Development itself. Following the transfer of the Property to the Developer or to any other party in accordance with the terms of this Deed, Waverley Council will be fully released and discharged from all obligations under this Deed. The parties acknowledge and agree that this paragraph J forms part of the operative provisions of this Deed.

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Operative provisions

1. Interpretation

1.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

Access Plan means the plan identified within Schedule 18 to this Agreement which identifies the indicative construction access zones.

Act means the Environmental Planning and Assessment Act, 1979 and Regulations (as amended).

Adjustment Date means each 30 June every year after the date of this Deed.

AHMC means Australian Health Ministers Conference.

Appeal means an appeal (including an application for any kind of leave to appeal) in a Court of competent jurisdiction against the decision of a lower court.

Appeal Notice means:

(a) in proceedings in the Court of Appeal:

(i) an application for leave to Appeal;

(ii) a Notice of Intention to Appeal; or

(iii) if a valid Notice of Intention to Appeal has been lodged, a Notice of Appeal; and

(b) in proceedings in the High Court, an application for Special Leave to Appeal.

Application means an application for any Approval.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required by Law for the commencement and carrying out of the Contributions Works or the Development generally and includes a Development Consent or other approval under the EP&A Act (or modification of that approval).

Australian Drinking Water Guidelines means the NHMRC–NRMMC (National Health and Medical Research Council and Natural Resource Management Ministerial Council) publication entitled "Australian Drinking Water Guidelines", dated 2011.

Australian Guidelines for Water Recycling means the EPHC, NRMMC and AHMC publications entitled "Australian Guidelines for Water Recycling: Managing Health and Environmental Risks Phase 1", dated 2006, and "Australian Guidelines for Water Recycling: Stormwater Harvesting and Reuse Phase 2", dated 2009.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the *Building Professionals Act* 2005.

Bank Bill Rate means the average bid rate for Bills having a tenor of 90 days as displayed on the "BBSY" page of the Reuters Monitor System on the day the relevant payment is due (**Due**

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Date). However, if the average bid rate is not displayed by 10:30 am on the Due Date or if it is displayed but there is an obvious error in that rate, **Bank Bill Rate** means:

(a) the rate the Council calculates as the average of the bid rates quoted at approximately 10:30 am on that day by each of five or more institutions chosen by the Council which provide rates for display on the "BBSY" page of the Reuters Monitor System for Bills of a 90 day tenor which are accepted by that institution (after excluding the highest and the lowest, or in the case of equality, one of the highest and one of the lowest bid rates); or

(b) where the Council is unable to calculate a rate under paragraph (a) because it is unable to obtain the necessary number of quotes, the rate set by the Council in good faith at approximately 10:30 am on that day, having regard, to the extent possible, to the rates otherwise bid for Bills of a 90 day tenor at or around that time.

The rate calculated or set must be expressed as a percentage rate per annum and be rounded up to the nearest fourth decimal place.

The Council may calculate a rate under paragraph (a) or (b) before 11:00 am on the Due Date, but if the average bid rate appears on the "BBSY" page by 11:00 am and there is no obvious error in it, the "BBSY" page rate applies as the **Bank Bill Rate** under this Deed despite any calculation by the Council under paragraph (a) or (b).

Best Industry Practice means the exercise of that degree of professional skill, diligence, and prudence that reasonably would be expected from competent persons performing tasks and functions similar in nature to the Contribution Works and consistent with the Law.

Bills means a bill of exchange as defined in the *Bills of Exchange Act* 1909 (Cth), but does not include a cheque.

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking with all the following requirements. It must:

(a) Be signed and issued by an Australian Prudential Regulation Authority [APRA] regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia;

(b) Have at all times an investment grade security rating from an industry recognised rating agency of at least:

(i) BBB + [Standard & Poors and Fitch]; or

(ii) Baa 1 [Moodys]; or

(iii) bbb [Bests].

(c) Be issued on behalf of the Developer;

(d) Have no expiry or end date;

(e) Have the beneficiary as the Council;

(f) Be irrevocable;

(f) State either individually, or in total with other lodged compliant forms of Guarantee, the relevant minimum amount required to be lodged as security; and

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(g) State the purpose of the deposit required in accordance with this Planning Agreement.

Bond Amounts means the face value of each Bond that is required to be provided by the Developer to Council under the terms of this Agreement.

Bond Works means the Contribution WIK.

Building means a building proposed to be constructed on the Land as part of the Development, but excluding marketing suites or other buildings which are not part of the Planning Proposal and which are not intended to remain on the Land indefinitely.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Cash Deposit has the meaning given to that term in paragraph 6 of Schedule 10.

Cash Deposit Account has the meaning given to that term in paragraph 6 of Schedule 10.

CEO means the Chief Executive Officer or the person acting in that role for each of the Council and the Developer.

Certifier means:

(a) such person with the appropriate qualifications to provide the required certification and appointed by the Developer (at its cost);

(b) in the case of the Road Works only, the Council; and

(c) in the case of the Contribution GI Works only,.such person with the appropriate qualifications agreed by the Council and the Developer to certify the Contribution GI Works and appointed by the Developer (at its cost).

Certificate of Practical Completion has the meaning given to that term in paragraph 1.16 of Schedule 4.

Codes means all relevant guidelines, policies and Australian Standards relating to the construction and provision of public domain infrastructure, including the Council's:

(a) Sydney Streets Code 2013,

(b) Sydney Streets Technical Specification 2013; and

(c) Green Square Public Domain Strategy 2013; and

(d) all relevant Australian Standards.

Completion (Contribution GI Works) means in relation to any part of the Contribution GI Works, the point of time at which the Council notifies the Developer that it is satisfied that those Contribution GI Works have been completed and installed and operable in accordance with all relevant Approvals and this Deed (except for minor omissions and defects).

Compliance Certificate means a certificate referred to in section 109C(1)(a) of the Act.

Consent Authority means, in relation to an Application, the Authority having the function to determine the Application.

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Construction Certificate means a certificate issued under section 109C(1)(b) of the EP&A Act.

Construction Cost means the Costs of and directly attributable to the performance of the Contribution Works including:

(a) preparation of design and construction drawings for the Contribution Works;

(b) cost or materials used or installed (as the case may be) as part of the Contribution Works; and

(c) labour, equipment hire and other Costs directly associated with the excavation, Remediation to the required standard, and construction of the Contribution Works.

Contributions means the monetary contributions, the dedication of land (free of any Encumbrance and Cost), and the provision of material public benefits, all as provided for in the Contributions Schedule or this Deed including the Contribution Amount, the Contribution Land and the Contribution Works.

Contribution Amount means the amounts of the monetary contribution to be paid by the Developer as described in Table 1 of the Contributions Schedule.

Contribution GI Works means the works to be undertaken by the Developer as described in Table 4 of the Contributions Schedule.

Contribution Land means the land to be dedicated by the Developer as described in Table 2 of the Contributions Schedule and as indicated in Schedule 19 - Land Dedication and Easement Plan.

Contribution WIK means the works to be undertaken by the Developer as described in Table 3 of Schedule 3.

Contribution WIK Portion means each part of the Contribution WIK set out separately in Table 3 of the Contributions Schedule.

Contribution Works means each of the Contribution GI Works and the Contribution WIK.

Contribution Works Portion means each part of the Contribution Works set out separately in Table 3 and Table 4 of the Contributions Schedule.

Contributions Schedule means the table and notes included in Schedule 3.

Costs includes all costs, charges and expenses, including those incurred in connection with advisers.

Court means the New South Wales Land and Environment Court or any other court of competent jurisdiction.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index which the Council determines in its sole discretion.

Deed means this deed.

Defects Liability Period means in respect of a Contribution Works Portion including the Road Works, the period of 12 months which commences on the date of Practical Completion of that Contribution Works Portion.

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Determination Notice means a notice served by a party advising another party that a dispute will be referred to an Independent Expert for determination.

Development means the development described in paragraph 2 of Schedule 2.

Development Application means:

(a) each 'Development Application' as that term is defined in the EP&A Act; and

(b) each Application for a Modification.

Development Consent means:

(a) each 'Development Consent' as that term is defined in the EP&A Act or an approval under Part 5 of the EP&A Act; and

(b) each Modification.

Development Contributions Procedures means the development contribution procedures set out in Schedule 4 and Schedule 5 of this Deed.

Development Program means the development program prepared by the Developer as indicated in Schedule 16, and as may be updated from time to time, showing a timeline from the issue of the construction certificate for each stage when the various stages or portions of the Contribution Works are to be carried out or completed.

DRS means the Development Rights Scheme under the *'Green Square Infrastructure Strategy (2006)'* as indexed annually for inflation in accordance with movements in the Consumer Price Index (All Groups Index) for Sydney issued by the Australian Statistician.

Encumbrance, in relation to any land, means any:

(a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention;

(b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;

(c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or

(d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist, in respect of that land.

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

EP&A Regulation means the *Environmental Planning and Assessment Regulation* 2000 (NSW).

EPHC means Environment Protection and Heritage Council.

Essential Infrastructure Consent means the development consent granted on 8 March 2013 to Development Application No. D/2012/1175 for the *'provision of essential infrastructure for the Green Square Town Centre, including demolition of minor structures and tree removal, construction of new roads and associated infrastructure, concept landscaping and streetscape design, provision of above and below*

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ground services (including stormwater, sewer, water, electrical and telecommunications) and staged construction" and all accompanying plans and information as approved.

Explanatory Note means the explanatory note relating to this Planning Agreement, as required by clause 25E of the EP&A Regulation, being Exhibit A to this Deed.

First Required Face Value means the face value in relation to Stage 1 of the Development being equivalent to $3,776,119.00 as increased by CPI in accordance with paragraph 1.3 of Schedule 10.

GI Deed means the Green Infrastructure Deed entered into by each of the Council and the Developer on or about the date of this Deed, a copy of which is attached to this Deed at Exhibit B.

GI Provider means any party that constructs and provides the Green Infrastructure.

Green Infrastructure means infrastructure that can be operated on a precinct-scale that comprises:

(a) a trigeneration system, that will include a pipe network and energy centre and that is capable of:

(i) producing electricity by burning natural gas (or a renewable gas in the future) in a gas engine;

(ii) exploiting the waste heat from the electricity generation process to supply thermal energy to Buildings via a thermal reticulation network for heat exchange within those Buildings for provision of hot water; and

(iii) exploiting the waste heat from the electricity generation process to supply thermal energy to Buildings via a thermal reticulation network for heat exchange within those Buildings for heating and cooling for buildings,

(Trigeneration System); and

(b) a non-potable recycled water network, comprising a water treatment plant and pipe network that connects to a non-potable recycled water reticulation system in the Buildings to supply the non-potable recycled water for certain uses including toilet flushing, car washing facilities, laundry (that satisfies the health regulations in respect of the cold water washing machine supply), air conditioning cooling towers and irrigation (Non-Potable Recycled Water Network),

located within public land and parts of the Land and as further particularised in the GI Connections Specifications and the GI Deed.

Gross Floor Area (GFA) has the same meaning as in the Standard Instrument (Local Environmental Plans) Order 2006.

GST has the meaning it has in the GST Act.

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

GST Amount has the meaning given to that term in clause 14.3.

Habitable Space means any floor space that is approved under a Development Consent issued in accordance with the LEP which completed to a standard where it can be used for residential, commercial or retail purposes (as the case may be), but not including floor space

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used for car parking. For the sake of clarity, "Habitable Space" does not include any floor space that is existing as at the date of this Deed, or which may be approved in the future before undeferral occurs, or under the "existing use" provisions of the Act, provided that such floor space does not form part of the Development.

Independent Expert has the meaning given to that term in paragraphs 4, 5 and 6 of Schedule 7.

Insurer means an insurer that is licensed by the Australian Prudential Regulatory Authority (APRA) to operate in Australia or has an investment grade rating from an industry recognised rating agency such as Moodies, Standard & Poors or Bests.

Interest Rate in relation to interest payable on any payment due under this Deed means the rate which is the Bank Bill Rate plus a margin of 2% per annum.

Land means the land described in paragraph 1 of Schedule 2 or any subsequent Subdivision of those lots.

Land Dedication and Easement Plan means the plans set out in Schedule 19 as may be amended from time to time by agreement between the parties.

Law means:

(a) the common law including principles of equity; and

(b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

Legal Costs means legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

Legal Challenge means proceedings in a Court in which a declaration that the Planning Agreement, Planning Proposal, LEP, or an Approval is invalid is sought, and includes, but is not limited to, any proceedings in which such a declaration is sought which are heard on remitter from another Court following an Appeal.

LEP means Sydney Local Environmental Plan (Green Square Town Centre - Stage 2) 2013.

Modification means a *"modification"* of the Development Consent within the meaning of section 96 of the EP&A Act.

Non-Potable Recycled Water Network means a non-potable recycled water network described in paragraph (c) of the definition of Green Infrastructure.

NHMRC means National Health and Medical Research Council.

NRMMC means Natural Resource Management Ministerial Council.

Occupation Certificate means a certificate referred to in section 109C(1)(c) of the EP&A Act and which may be interim or final as provided for in section 109C(2) of the EP&A Act.

Owner means the registered proprietor of the Land from time to time and, as at the date of this Deed, is Waverley Council.

Party means a Party to this Deed, and includes their successors and assigns.

Permitted Encumbrance means each of:

(a) easements benefitting statutory authorities, encroachments authorised by Approvals and environmental management requirements;

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(b) any of the following:

(i) an Encumbrance (other than a mortgage, charge, pledge, lien, security interest, title retention, contractual right of set-off, or any other security agreement or arrangement in favour of any person); and

(ii) such other agreement or arrangement,

the Council (acting reasonably) agrees in writing are permitted encumbrances.

Planning Agreement means this Deed.

Planning Proposal means Planning Proposal: Sydney Local Environmental Plan 2010 (Green Square Town Centre) – Sites 301-303 Botany Road; 501 Botany Road-509 Botany Road; 3 Joynton Avenue; 511-515 Botany Road; 97-115 Portman Street; 811 Elizabeth Street; Zetland; 312-318 Botany Road; 320 -322 Botany Road; 324 Botany Road; 318A Botany Road; 6-12 O'Riordan Street; and 2A Bourke Road, Alexandria for which there was a Gateway Determination issued by the delegate of the Minister under section 56 of the EP&A Act on 4 March 2011.

Practical Completion means in relation to each Contribution Works Portion, the point of time at which the relevant Certifier is satisfied, acting reasonably, that the whole of that Contribution Works Portion (as the case may be) has been completed and installed in accordance with all relevant Approvals and this Deed (except for minor defects or omissions).

Proposed Rezoning means the rezoning of the Land as proposed by the Planning Proposal.

Public Benefits means the other public benefits (other than the provision or delivery of the Contribution Amounts, the Contribution Works and the Contribution Lands) to be provided to Council by the Developer as required under this Deed as described in Table 5 of the Contributions Schedule.

Indicative Public Domain Plan means the plans set out in Schedule 17 as may be amended from time to time by agreement between the parties.

Quantity Surveyor means a registered quantity surveyor appointed by the Council and approved by the Developer (acting reasonably).

Real Property Act means the *Real Property Act* 1900 (NSW).

Recipient has the meaning given to that term in clause 14.3 to this Deed.

Recipient Supply has the meaning given to that term in clause 14.5 to this Deed.

Register means the Torrens title register maintained under the Real Property Act.

Relevant Easements has the meaning given to that term in paragraph 1.1 of Schedule 5.

Relevant Subdivision has the meaning given to that term in paragraph 1.1 of Schedule 5.

Remediation has the same meaning as in the *Contaminated Land Management Act* 1997 No. 140 (NSW).

Remediation Action Plan means a plan approved by a Site Auditor for the remediation of any part of the Land, including by way of adoption and implementation of an environmental management plan, if required for the purpose of obtaining any Approval.

Required Face Value means the First Required Face Value and the Second Required Face Value.

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Revised Bond Amounts has the meaning given to that term in paragraph 1.3 of Schedule 10.

Road Works means those items as set out in Part 2 of Table 3 of Schedule 3.

Second Required Face Value means the face value in relation to Stage 2 of the Development being equivalent to $624,801.56 as increased by CPI in accordance with paragraph 1.3 of Schedule 10.

Sites means those parts of the Land shown and labelled Development Sites 9A, 9B, 12A and 12B on the Site Identification Plan in Schedule 12.

Site Auditor has the same meaning as in *Contaminated Land Management Act 1997 (No 140 (NSW))*.

Stage 1 means that part of the Development being the development of sites 12A and 12B.

Stage 2 means that part of the Development being the development of sites 9A and 9B.

Subdivision has the meaning given to "subdivision of land" in section 4B of the EP&A Act and Subdivide has a similar meaning.

Subdivision Certificate has the same meaning as in the EP&A Act.

Supplier has the meaning given to that term in clause 14.3 to this Deed.

Suspension Expiry Date means the date on which the Suspension Period ends.

Suspension Period means the period of time from and including the date on which a document initiating a Legal Challenge has been served on the Council and the Developer and ending on:

(a) subject to paragraphs (b) and (c), the date on which

(i) the Legal Challenge is discontinued;

(ii) final orders (apart from any orders as to costs) are made in the Legal Challenge; or

(iii) for any other reason, the Legal Challenge no longer includes an application for a declaration that the Planning Proposal is invalid,

whichever is the earlier;

(b) Subject to paragraph (c), if an Appeal Notice is filed and served in connection with final orders in the Legal Challenge or an Appeal from the Legal Challenge (apart from any orders as to costs), the date on which:

(i) the Appeal is discontinued;

(ii) final orders (apart from any orders as to costs) are made in the Appeal: or

(iii) for any other reason, the Appeal no longer includes an appeal in respect of a Court decision regarding the validity of the Planning Proposal whichever is earlier.

unless the orders in the Appeal require the Legal Challenge to be remitted to another Court in relation to the validity of the Planning Proposal, in which case paragraphs (a) re-applies;

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(c) the date which is 15 Business Days after the date on which the period of time allowed for filing an Appeal Notice described in paragraph 9b) has expired, if no valid Appeal Notice has been filed and served by that first mentioned date.

For the avoidance of doubt, the Suspension period continues if paragraph (b) applies.

Taxes means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) excluding GST together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, net income of a person.

Trigeneration System means the trigeneration system described in paragraph (a) of the definition of Green Infrastructure.

Undeferred means the zoning of the Land once that zoning has been undeferred under the provisions of the LEP and in accordance with the Act.

1.2 General

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments, replacements and substitutions;

(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) **"includes"** in any form is not a word of limitation;

(j) a reference to **"$"** or **"dollar"** is to Australian currency;

(k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed; and

(l) any capitalised term used, but not defined in this Deed, will have the meaning ascribed to it under, and by virtue of, the EP&A Act.

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2. Planning Agreement

2.1 Operation

(a) The provisions of this deed, other than clauses 5 and 6 will commence on the date that the zoning in the LEP is Undeferred.

(b) Clauses 5 and 6 of this Deed will commence upon the execution of this deed by all parties.

2.2 Planning agreement under the EP&A Act

This Deed constitutes a planning agreement within the meaning of section 93F of the EP&A Act.

2.3 Application of the Planning Agreement

This Deed applies to:

(a) the Land; and

(b) the Development.

3. Development Contributions

3.1 Payment or Delivery of Contributions

The Parties agree that the Developer and Owner must (at the Developer's Cost and risk):

(a) Pay the Contribution Amounts to the Council in accordance with Schedule 3;

(b) Undertake the Contribution Works in accordance with Schedule 3, Schedule 4 and Schedule 17 (as applicable);

(c) Transfer the Contribution Land in accordance with Schedule 3, Schedule 5 and Schedule 19 to the Council; and

(d) Provide the other Public Benefits in accordance with Schedule 3, and otherwise in accordance with the provisions of this Deed.

3.2 Contribution GI Works

(a) As soon as reasonably practicable after Council determines that the Non-Potable Water System or Trigeneration System will never be Delivered to a Building in the Development pursuant to clause 4.1(a) of the GI Deed (**Determination**), Council must give a notice to the Developer advising that it does not intend to ever Deliver and Connect the Non-Potable Water System or Trigeneration System to the nominated Building in the Development (**Green Infrastructure Notice**).

(b) If Council gives a Green Infrastructure Notice to the Developer, the Developer will be relieved of its obligations under this Deed to provide that part of the Contribution GI Works relating to the Non-Potable Water System or Trigeneration System for the Building specified in the Notice and to the extent specified in the Notice.

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(c) Council may give a Green Infrastructure Notice under this clause 3.2 at any time, but in any event, must do so as soon as reasonably practicable after it has made a Determination. However, in relation to a Building for which the Developer has given to Council the Developer's First Notice under clause 4.2 of the GI Deed, Council must give a Notice pursuant to this clause 3.2 to the Developer at the same time Council gives to the Developer the Council's First Notice under clause 4.3 of the GI Deed if the Council has made a Determination.

(d) Council may (in its absolute discretion) withdraw the Green Infrastructure Notice in accordance with clause 4.1(d) of the GI Deed, in which case:

(i) the withdrawn Green Infrastructure Notice will cease to have any effect; and

(ii) the Developer will not be relieved of its obligations under this Planning Agreement to provide that part of the Contribution GI Works relating to the Non-Potable Recycled Water Network or Trigeneration System for the Building specified in the Notice and to the extent specified in the Notice.

(e) The Developer acknowledges and agrees that the Council will not be liable to the Developer for any loss or damage suffered by the Developer as a result of the Council withdrawing the Green Infrastructure Notice in accordance with clause 4.1(d) of the GI Deed.

4. Application of s94, 94A and 94EF of the EP&A Act

(a) The application of sections 94, 94A and 94EF of the EP&A Act are excluded to the extent stated in Schedule 1.

(b) The parties acknowledge that:

(i) Contributions under the DRS will be met by the payment of the Contribution Amount, transfer of the Contribution Land and provision of the Contribution Works;

(ii) All things necessary to satisfy the requirements of the DRS have been done and nothing further needed to be done to satisfy the requirements of the DRS; and

(iii) Sections 94, 94A and 94EF of EP&A Act do not apply to the DRS; and

(iv) Any relevant affordable housing contributions are not excluded for the purpose of the Development.

5. Caveat

The Developer acknowledges and agrees that:

(a) When this Deed is executed by the Developer and Owner (whether or not the Council has executed this Deed), the Council is deemed to have acquired, and the Owner is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the Real Property Act and consequently the Council has a sufficient interest in the Land in respect of which to lodge with the NSW Land and Property Information a caveat notifying that interest; and

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(b) Subject to clause 7, the Council may (but only whilst this Deed is not registered) lodge a caveat on the Land to protect its rights under this Deed and the Owner will not object to the Council lodging a caveat in the relevant folio of the Register for the Land nor (subject to the provisions of this clause 5) will it seek to remove any caveat lodged by the Council.

(c) If Council lodges a caveat in accordance with this clause, then the Council will do all things reasonably required to ensure that the caveat does not prevent or delay either the registration of this Deed or any Dealing which is not inconsistent with this Agreement.

(d) The Council (as the Caveator) will provide any consent the Owner may reasonably require to enable this Deed or any Dealing (which is not inconsistent with this Deed) to be registered.

(e) The Council will promptly, following registration of this Deed, do all things reasonably necessary to remove the caveat from the title to the Land.

6. Registration of this Deed

6.1 Ownership of the Land

The Owner represents and warrants that it is the legal and beneficial owner of the Land, or (if the Owner owns the Land in its capacity as the Trustee of a Trust Fund or Settlement (**Trust**)) that it is registered as the proprietor of the Land as the Trustee of that Trust.

6.2 Registration on title

The Owner and Developer agree to promptly do all things that are necessary for Council to procure the registration of this Deed in the relevant folio of the Register for the Land in accordance with section 93H of the EP&A Act and in accordance with Schedule 8.

7. Release and Discharge

The Council agrees to release and discharge this Deed and remove any caveat lodged by the Council pursuant to clause 5 on the release and discharge terms contained in clause 5 and Schedule 9 to this Deed.

8. Breaches to be rectified

(a) If the Council considers that the Owner or Developer has defaulted on the performance of any of its obligations under this Deed, then the Council may give written notice to the Owner or the Developer (as the case may be) which:

(i) identifies the nature of the breach; and

(ii) provides at least 20 Business Days, (except in the case of an emergency or where there is an issue of public safety where less time may be specified) with which the Developer or Owner must rectify that breach and what action must be taken to rectify that breach.

(b) In accordance with sections 109H and 109J of the EP&A Act and section 146A of the EP&A regulation, all breaches of this Deed for which the Council has provided a notice requiring rectification of that breach to the Developer must be rectified prior to the issue (following the date that such notice is provided to the Developer)

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of any Construction Certificate, Subdivision Certificate or Occupation Certificate relating to the Land or the Development.

(c) Clause 8 does not apply to a Dispute pursuant to Schedule 7.

9. Additional Security

9.1 Bonds

The Developer has agreed to provide security (in the form of Bonds) to the Council for performance of its obligations under this Deed on the terms and conditions of Schedule 10.

10. Assignment and other dealings

The Developer and Owner agree that provisions of Schedule 11 apply in relation to any proposed assignment or dealing in relation to the Land (or any part of it) or of the Developer's interest in this Deed.

11. Review of Deed

The Parties may agree to review this Deed. Any review or modification will be conducted in the circumstances and in the manner determined by the Parties.

12. Dispute resolution

The Parties agree that any disputes under or in relation to this Deed will be resolved in accordance with the procedures set out in Schedule 7.

13. Overdue payments

13.1 Interest on overdue money

The Developer agrees to pay interest to the Council on any amount payable by it under this Deed from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

13.2 Compounding

Interest which is not paid when due for payment may be capitalised by the Council at intervals which the Council determines from time to time or, if no determination is made, then on the first day of each month. Interest is payable on capitalised interest at the rate and in the manner referred to in this clause 13.

13.3 Interest on liability merged in judgment or order

If a liability under this Deed becomes merged in a judgment or order, then the Developer agrees to pay interest to the Council on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause 13.

For the avoidance of doubt, if a liability under this Deed becomes merged in a judgment or order then the Developer will only be required to pay either interest payable under the judgment or order or interest calculated under this clause 13 not both.

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14. GST

14.1 Interpretation

(a) Except where the context suggests otherwise, terms used in this clause 14 have the meanings given to those terms by the GST Act.

(b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 14.

(c) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

14.2 Reimbursements

Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

14.3 Additional amount of GST payable

Subject to clause 14.5, if GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this Deed:

(a) any amount payable or consideration to be provided under any provision of this Deed (other than this clause 14), for that supply is exclusive of GST;

(b) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (GST Amount), and:

(i) where that GST Amount is payable by the Council, the GST Amount will be limited to the amount of the input tax credit (if any) to which the Council (or the representative member of any GST group of which the Council, in any capacity, is a member) is entitled in relation to the Council's acquisition of that supply and is payable within 5 Business Days after the Council (or the representative member of any GST group of which the Council, in any capacity, is a member) has received the benefit of that input tax credit; and

(ii) in any other case, the GST Amount is payable at the same time as any other consideration is to be first provided for that supply; and

(c) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 14.3(b).

14.4 Variation

(a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 14.3 and clause 14.5), varies from the additional amount paid by the Recipient under clause 14.3, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this

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clause 14.4(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 14.3.

(b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this Deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

14.5 Exchange of non-monetary consideration

(a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 14.3 applies is a taxable supply made by the Recipient (**Recipient Supply**), the GST Amount that would be otherwise be payable by the Recipient to the Supplier in accordance with clause 14.3 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.

(b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 14.3 (or the time at which such GST Amount would have been payable in accordance with clause 14.3 but for the operation of clause 14.5(a)).

14.6 No merger

This clause will not merge on completion or termination of this Deed.

15. Explanatory Note

The Explanatory Note must not be used to assist in construing this Deed.

16. Notices

16.1 Form

Any notice, consent, information, application or request that must or may be given or made to a party under this Deed is only given or made if it is in writing and delivered or posted to that party at its address set out below or faxed to that party at its fax number set out below:

Council

Name:	Council of the City of Sydney
Address:	456 Kent Street, Sydney NSW 2000
Fax:	9265 9222
For the attention of:	Chief Operating Officer

Developer

Name:	Bridgehill (Zetland) Pty Ltd (ACN 165 267 256)
Address:	Suite 702, Level 7, 3 Rider Boulevard, Rhodes NSW 2138
Fax:	9732 8686
For the attention of:	Yibin Xu, Managing Director, Bridgehill Group

Owner

Name:	Waverley Council
Address:	55 Spring St, Bondi Junction. NSW 2022
Fax:	9387 1820
For the attention of:	The General Manager

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16.2 Change of address

If a Party gives another Party 3 Business Days' notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

16.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

(a) if it is delivered, when it is left at the relevant address;

(b) if it is sent by post, 2 Business Days after it is posted; and

(c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

16.4 Receipt - next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

17. Schedules and Annexures to this Deed

The Parties agree:

(a) that all the Schedules and Annexures form part of this Deed; and

(b) to comply with the provisions of those Schedules and Annexures.

18. Green Infrastructure Deed

(a) The Parties acknowledge and agree that without limiting the obligations of a party under the GI Deed, the GI Deed does not:

(i) form any part of this Deed; or

(ii) create any:

1. obligations which burden; or

2. rights which benefit,

any Party under this Deed;

(b) this Deed will continue to be effective and binding on the Parties notwithstanding any breach of the GI Deed by any party to that deed; and

(c) the GI Deed is attached to this Deed as Exhibit B for information purposes only.

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19. General provisions

The Parties agree that the miscellaneous and general provisions set out in Schedule 13 to this Deed apply.

20. Obligations under this Planning Agreement

(a) Subject to paragraphs (e) and (h) in this clause 20, where a Legal Challenge is commenced the parties' obligations under this Deed are immediately suspended and the Developer shall not have any obligation to make any Contributions under this Deed until the expiration of the Suspension Period or where paragraph (e) of this clause 20 applies.

(b) Subject to paragraph (c) in this clause 20, where any Legal Challenge is commenced and/or where the Court declares or orders the Planning Agreement, Planning Proposal, LEP or an Approval to be invalid, the Parties agree to:

(i) meet, no later than 5 Business Days after the date of service of commencement of the Legal Challenge and after any declaration or order that the Planning Proposal, LEP or Approval (as appropriate) is invalid, to discuss in good faith:

A. the suspension of the parties rights and obligations under this Deed; and

B. their intentions in relation to that declaration or order, including, without limitation, any intention to Appeal that declaration; and

(ii) consult regularly with the other in relation to any Appeal and must respond within a reasonable period to each other's questions, queries and enquiries and generally keep each other informed regarding the progress of any such Appeal.

(c) The parties will not be required to meet or consult pursuant to paragraph (b) of this clause 20 in circumstances where any of the Parties receives legal advice that it should not so meet or consult with the other Party in connection with any such Legal Challenge or Appeal.

(d) The parties agree that any discussions held between the Parties under this clause 20 are confidential and that a common interest between them exists for the purposes of legal professional privilege in connection with those discussions.

(e) Notwithstanding paragraph (a), the Developer may elect at its Cost and risk to proceed with the Development and continue to comply with its obligations under this Deed unless and until such time as the Planning Proposal, LEP, the Planning Agreement or Approval (as appropriate) is declared invalid.

(f) Where paragraph (e) applies, the Council agrees to cooperate in good faith with the Developer to progress the Development during the Suspension Period.

(g) Where the Council suspends the roll-out of the whole or any part of the Green Infrastructure during the Suspension Period, but the Developer wishes to continue with the Development, the Developer may elect at its Cost and risk to step-in to complete certain parts of the Green Infrastructure for which the Council or the GI provider is responsible with the Council's consent and, if required, GI providers' consent, on terms to be agreed between the parties in writing.

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(h) The parties agree that if this clause 20 applies and there is a suspension of the parties' obligations under this Deed, where necessary, any Works that have been commenced, but not completed, will be left in a state that is safe to the public before Works cease notwithstanding the commencement of the Suspension Period.

(i) If this Deed is terminated as the result of any Legal Challenge or Appeal, the Council agrees to reimburse (subject to applicable laws) the Developer any Contribution Amount paid under this Deed and the parties will meet in accordance with paragraph (b) of this clause 21 to discuss the return of the Bonds and any matters that may need to be addressed as a result of the commencement of the Contribution Works.

(j) If the Planning Proposal or the LEP is declared invalid, the Developer shall not have any obligation to make any of the Contributions under this Deed and, on resolution of the matters in paragraph (i) of this clause 20, this Deed will terminate.

(k) If an Approval is declared invalid, the parties will meet in accordance with clause 21 (b) of this Deed to discuss their respective rights and obligations under this Deed as a consequence of that determination.

(l) If the Developer elects to proceed with the Development notwithstanding paragraphs (a), (f) and (g), then the Developer is liable for and indemnifies the Council against all liability, loss, Costs and expenses (including Legal Costs) arising from or incurred in connection with the Developer proceeding with the Development despite the Legal Challenge and the operation of paragraph (a), (f) and (g).

21. Access

21.1 Council to grant Developer access to Contribution Land if transferred at an early stage

(a) The Parties acknowledge that if they agree to the transfer of all or part of the Contribution Land at an early stage in the program of the Development (that is, prior to the date set out in the last column of Table 2 of Schedule 3), the Developer will from time to time require access to that part of the Contribution Land that has transferred early for the purpose of completing the Development and any of the Contribution Works. This clause 21.1 sets out the basis on which such access and other rights will be granted to the Developer (including any of its employees, officers, contractors, subcontractors and agents) and, for the avoidance of doubt, this clause 21.1 only applies where the parties have agreed to the transfer of all or part of the Contribution Land at an early stage in the program of the Development (that is, prior to the date set out in the last column of Table 2 of Schedule 3).

(b) If requested in writing by the Developer, the Council agrees to grant the Developer either a licence or an alternative right of access (as Council determines is suitable) over that part of the Contribution Land marked as "Indicative Construction Access Zone" and highlighted green in the Access Plan, - for the purpose of carrying out works in connection with:

(i) the Development;

(ii) any of the Contribution Works;

(iii) the Developer's obligations under this Deed; or

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(iii) a purpose otherwise agreed in writing by the Council.

(c) The Parties acknowledge that the licence or alternative right of access will be on such terms as the Council reasonably requires including (without limitation) the following provisions:

(i) the Developer's right to access the relevant part of the Contribution Land pursuant to this clause 21.1 will expire a maximum of 2 years after the date of issue of the Construction Certificate relating respectively to each of the Buildings shown in the Access Plan or such other time as is agreed in writing between the Parties;

(ii) the Developer must cause as little damage as reasonably possible;

(iii) where any damage is caused, the Developer must restore the land and any improvements on the land to their condition as at commencement of access by the Developer (including its employees, officers, subcontractors and agents);

(iv) where any damage is caused to any improvements that have been constructed or installed by the Council within any easement on the Land that benefits the Council, restore the improvements on the land to their condition as at the date prior to the damage being caused by the Developer (including its employees, officers, subcontractors and agents);

(v) minimise disruption to the use of the land adjoining any licensed areas owned by Council;

(vi) comply with the Council's work hours, lighting, insurance, work health and safety requirements;

(vii) indemnify Council on terms reasonably required by the Council in connection with the Developer's access, use and occupation of the relevant part of the Contribution Land - or the Developer's default.

(d) Any request for access by the Developer to the Council must be in writing and must be made at least 5 Business Days in advance of the proposed date of access and the Developer and the Council must enter into legally binding documentation which confirms these arrangements prior to access being granted to the Developer.

(e) The Developer must ensure that its contractors and its authorised representatives do not breach the requirements of this clause 21.1. The Developer will remain fully responsible for all its obligations under this clause 21.1 despite the engagement of any contractors or authorised representatives and the acts and omissions of its contractors and authorised representatives will be considered to be acts and omissions of the Developer.

(f) Council agrees that no licence or access fee will be charged in connection with the grant of a licence or alternative right of access to the Developer pursuant to this clause 21.1 The Parties agree that while no licence or access fee will be charged, all other applicable statutory fees or charges will be payable by the Developer.

(g) Without limiting any other provision of this clause 21.1, the Parties acknowledge and agree that Council will not be required to grant the Developer either a licence or an alternative right of access pursuant to this clause 21.1 if the proposed grant

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will (to be determined by Council acting reasonably) impede or prevent Council's construction of any public infrastructure (including the installation of any services) in that part of the Contribution Land.

21.2 Not used

21.3 Developer grants Council licence over Contribution Land

(a) The Developer grants to the Council and its authorised representatives a non-exclusive licence to access and use the Contribution Land for construction purposes, including to survey the Contribution Land and construct infrastructure and install essential services as shown on the Access Plan, without payment of rent, licence fee or other occupation payment by the Council.

(b) Not used

(c) This licence commences on the date of this Deed and immediately terminates in respect of any part of the Contribution Land which the Developer no longer owns or controls.

(c) The Council:

(i) when exercising its rights under the licence granted pursuant to this clause, must:

A. cause as little damage as reasonably possible (excluding the works described in paragraph (a);

B. where any damage is caused, restore the Contribution Land and any improvements on the Contribution Land to their condition as at commencement of occupation by the Council and its authorised representatives;

C. use reasonable endeavours to minimise disruption to the use of the Land, including use of the Land by the Developer (including the carrying out by the Developer of the Contribution GI Works and the Development) and anyone else lawfully on the Land;

D. comply with the Developer's work hours, lighting, insurance, work health and safety requirements (to the extent that these requirements do not infringe any Laws, do not have a material impact on the Development Program and are not inconsistent with any Approval (including the Development Consent) and the reasonable requirements of the Developer under this Deed);

E. comply with all reasonable directions of the Developer's site co-ordinator;

F. co-operate fully with other contractors working on the Contribution Land and not interfere with the other contractors to execute their work;

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G. comply with all relevant Laws including the Work Health and Safety Act 2011 and Work Health and Safety Regulations 2011; and

H. comply with any site awards or conditions as applicable,

(ii) indemnifies the Developer from and against any damage, loss, injury or death caused by the negligence, default or unlawful acts of Council or its authorised representatives while occupying the Contribution Land under this licence, except to the extent that the Developer or the Developer's officers, agents, employees, licensees or contractors caused or contributed to the damage, loss, injury or death,.

(d) Before exercising its rights under the licence granted pursuant to this clause, Council must give the Developer at least 5 Business Days written notice of any proposed first access of the Contribution Land (or part of the Contribution Land). The notice must specify any works that Council intends to carry out and the proposed hours of access each day, as well as an estimate of the period over which access will be required.

(e) Council must ensure its authorised representatives do not breach this clause 22.3.

(f) The Developer may, acting reasonably, instruct Council to remove its authorised representatives, equipment and materials from the Contribution Land in the event Council breaches this clause 21.3, provided that the Developer first notifies Council of a breach and Council fails to remedy the breach within a reasonable period after receipt of the notice.

(g) Council acknowledges that the Developer is not responsible for supervising or co-ordinating the Council's works under this licence nor has the Developer undertaken any obligation or assumed any duty of care in respect of those works.

(h) Council must:

(i) effect and maintain, or ensure that its authorised representatives effect and maintain, in connection with the Council's works under this licence, contract works insurance, public liability insurance and (as required by Law) workers compensation insurance ; and

(i) provide to the Developer, upon request, certificates of currency in respect of those insurances.

(i) To the extent that Council's authorised representatives are not covered by the insurances of Council, Council must procure that Council's authorised representatives comply with clause 21.3(h).

21.4 Developer grants Council licence over Land for temporary batter

(a) The Developer grants to the Council and its authorised representatives a non-exclusive licence to access and use the Land for the following purposes:

(i) construct, install and maintain on the Land, but only within the area shown on the Access Plan, whatever temporary batter or embankment

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is reasonably necessary to support the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue;

without payment of rent, licence fee or other occupation payment by Council.

(b) This licence commences on the date of this Deed and terminates on the date the Developer has constructed a suitable permanent retaining wall or other form of support that is reasonably necessary to support the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue.

(c) The Council:

(i) when exercising its rights under the licence granted pursuant to this clause, must:

A. cause as little damage as reasonably possible (excluding the works described in paragraph (a));

B. where any damage is caused, restore the Land and any improvements on the Land to their condition as at commencement of occupation by the Council and its authorised representatives;

C. use reasonable endeavours to minimise disruption to the use of the Land, including use of the Land by the Developer (including the carrying out by the Developer of the Contribution GI Works and the Development) and anyone else lawfully on the Land;

D. comply with the Developer's work hours, lighting, insurance, work health and safety requirements (to the extent that these requirements do not infringe any Laws, do not have a material impact on the Development Program and are not inconsistent with any Approval (including the Development Consent) and the reasonable requirements of the Developer under this Deed);

E. comply with all reasonable directions of the Developer's site co-ordinator;

F. co-operate fully with other contractors working on the Land and not interfere with the other contractors to execute their work;

G. comply with all relevant Laws including the Work Health and Safety Act 2011 and Work Health and Safety Regulations 2011; and

H. comply with any site awards or conditions as applicable,

(ii) indemnifies the Developer from and against any damage, loss, injury or death caused by the negligence, default or unlawful acts of Council or its authorised representatives while occupying the Land under this licence, except to the extent that the Developer or the Developer's officers, agents, employees, licensees or contractors caused or contributed to the damage, loss, injury or death,.

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(d) Before exercising its rights under the licence granted pursuant to this clause, Council must give the Developer at least 5 Business Days written notice of any proposed first access of the Land (or part of the Land).

(e) Council must ensure its authorised representatives do not breach this clause 21.4.

(f) The Developer may, acting reasonably, instruct Council to remove its authorised representatives, equipment and materials from the Land in the event Council breaches this clause 21.4, provided that the Developer first notifies Council of a breach and Council fails to remedy the breach within a reasonable period after receipt of the notice.

(g) Council acknowledges that the Developer is not responsible for supervising or co-ordinating the Council's works under this licence nor has the Developer undertaken any obligation or assumed any duty of care in respect of those works.

(h) Council must:

(i) effect and maintain, or ensure that its authorised representatives effect and maintain, in connection with the Council's works under this licence, contract works insurance, public liability insurance and (as required by Law) workers compensation insurance ; and

(ii) provide to the Developer, upon request, certificates of currency in respect of those insurances.

(i) To the extent that Council's authorised representatives are not covered by the insurances of Council, Council must procure that Council's authorised representatives comply with clause 21.3(h).

(j) The Developer must not:

(i) interfere with the temporary batter or embankment or the support it offers; or

(ii) use the Land, or any other land, in a way which may detract from the stability of or the support provided by the temporary batter or embankment.

(k) Notwithstanding clause 21.3(j), the Developer may carry out such works as reasonably required to replace the temporary batter or embankment with a suitable permanent retaining wall or other form of support that is reasonably necessary to support the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue. All such replacement work must be undertaken by the Developer to ensure that, during the construction process, support for the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue continues unimpaired and is not jeopardised or compromised in any way.

(l) If the Developer does or allows anything to be done which:

(i) excluding the replacement work described in clause 21.3(k), damages the temporary batter or embankment or impairs its effectiveness, or

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(ii) during the construction of the replacement work described in clause 21.3(k), impairs, jeopardises or compromises the support for the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue in any way,

Council may serve not less than 7 days' notice on the Developer requiring the damage to be repaired, the impairment removed or the support corrected. If the Developer does not comply with this notice, Council may enter and repair the damage, remove the impairment or correct the support and may recover any reasonable costs from the Developer as liquidated damages.

(m) The Developer indemnifies Council from and against any damage, loss, injury or death caused by the negligence, default or unlawful acts of the Developer or its authorised representatives while undertaking the replacement works described in clause 21.3(k), except to the extent that Council or Council's officers, agents, employees, licensees or contractors caused or contributed to the damage, loss, injury or death.

21.4 Deed does not affect other Council rights

The Parties agree that nothing in this Deed restricts, limits or affects in any way any Council right to access or use the Contribution Land in accordance with the terms of any existing or new easement, interest or other use right.

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22. Contribution Works

22.1 Contribution WIK-Paul Street

(A) In relation to "Installation of Non-Potable Recycled Water Reticulation Pipework – Paul Street" as described in Item 3, Table 3, Schedule 3, the parties agree that:

(a) Council will give the Developer design details for the Non-Potable Recycled Water reticulation pipework to be installed in Paul Street by 24 December 2014; and

(b) the Developer must design and construct the Non-Potable Recylced Water reticulation pipework to be installed in Paul Street in accordance with the design details supplied by Council under paragraph (i).

(B) If:

(a) the Developer has not commenced construction for the Development on either Site 9B, Site 12A or Site 12B prior to 30 June 2015; and

(b) on or after 1 July 2015 Council agrees in writing that this clause 22.1(B)(b) is to apply,

then the following provisions apply:

(i) the Developer's obligation in Item 3, Table 3, Schedule 3 no longer applies and is deleted; and

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(ii) the Contribution Amount in Table 1 of Schedule 3 is automatically varied to state *"Monetary Contribution of $1,073,239.73 as of 30 September 2013 and indexed in accordance with paragraph 1.2 below"*; and

(iii) the Developer must, within 30 days of receipt of a written request for access from Council, grant Council (including its contractors, agents and authorised representatives) a licence to access and use Paul Street for the purpose of Council constructing a Non-Potable Recycled Water service reticulation pipework on land within easements identified as Items 1, 2 and 3 in DP1181144 as registered on the relevant title for the Land, without payment of a rent, licence fee or other occupation payment by Council, for a term reasonably required by Council but otherwise on the same terms and conditions as the licence set out in clause 21.3. This clause does not impose any obligation on Council to install a Non-Potable Recycled Water service reticulation pipework in Paul Street, and the Parties agree that any installation is at Council's sole discretion.

22.2 Contribution WIK - Hinchcliffe Street

(a) In relation to the "Installation of Non-Potable Recycled Water Reticulation Pipework – Hinchcliffe Street" as described in Item 4, Table 3, Schedule 3, the parties agree that:

(i) Council will give the Developer design details for the Non-Potable Recycled Water reticulation pipework to be installed in Hinchcliffe Street by 24 December 2014; and

(ii) the Developer must design and construct the Non-Potable Recycled Water reticulation pipework to be installed in Hinchcliffe Street in accordance with the design details supplied by Council under paragraph (i).

22.3 Other Contribution WIK

(iii) In relation to all other Contribution WIK not referred to in clauses 22.1 and 22.2, as described in Table 3 to Schedule 3 of this Deed, the parties agree that:

(i) Council will give the Developer design details for that Contribution WIK by 24 December 2014; and

(ii) the Developer must design and construct the relevant Contribution WIK in accordance with the design details supplied by Council under paragraph (i).

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Schedule 1 - Section 93F Requirements

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Planning Agreement complying with the EP&A Act.

Requirement under the EP&A Act	This Planning Agreement
Planning instrument and/or development application - (Section 93F(1)) The Developer has:	
(a) sought a change to an environmental planning instrument.	(a) Yes
(b) made, or proposes to make, a Development Application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) Yes
Description of land to which this Deed applies - (Section 93F(3)(a))	The Land described in Paragraph 1 of Schedule 2.
Description of change to the environmental planning instrument or the development to which this Deed applies - (Section 93F(3)(b)) Describe:	
(a) the proposed change to the environmental planning instrument to which this Deed applies; and	(a) The Proposed Rezoning including the zoning as Undeferred
(b) the development to which this Deed applies.	(b) The Development described in Paragraph 2 of Schedule 2.
The scope, timing and manner of delivery of contribution required by this planning agreement - (Section 93F(3)(c))	As set out in the Schedule 3 - Contributions Schedule
Applicability of Section 94 or 94A of the EP&A Act - (Section 93F(3)(d))	The application of section 94 or 94A of the EP&A Act is not excluded in respect of this Deed and for the avoidance of doubt, contributions (if any) under section 94 or 94A will be required to be paid.

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Applicability of Section 94EF of the EP&A Act - (Section 93F(3)(d))	The application of section 94EF of the EP&A Act is not excluded in respect of this Deed and for the avoidance of doubt, contributions (if any) under section 94EF will be required to be paid
Consideration of benefits under this Deed if section 94 applies - (Section 93F(3)(e)) Are the benefits under this Deed to be taken into consideration if Section 94 of the EP&A Act is not excluded?	No
Mechanism for Dispute resolution - (Section 93F(3)(f)) This Deed provides a mechanism for the resolution of disputes under the agreement?	Refer to clause 12 and Schedule 7.
Enforcement of this Deed (Section 93F(3)(g) and section 93H) This Deed provides for enforcement by a suitable means in the event of a breach.	Refer to clauses 5, 6, 8 and 9 and Schedule 4 and Schedule 5
Registration of this Deed The parties agree that this Deed will be registered in accordance with clause 6.	Yes
No obligation to grant consent or exercise functions - (Section 93F(9)) The parties acknowledge that this Deed does not impose an obligation on a planning authority to grant a Development Consent, or to exercise any function under the EP&A Act in relation to a change to an environmental planning instrument.	Refer to Paragraph 1.8 of Schedule 13.

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Schedule 2 - Description of the Land and the Development

1. Land

Those parts of the land comprised in Lot 3 in DP1181144 and being the whole of the land in Certificate of Title Folio Identifier 3/1181144 and known as 105-115 Portman Road, Zetland.

The Land is divided into four sites, known as Site 9A, Site 9B, Site 12A and Site 12B as marked in Schedule 12 – Site Identification Plan.

2. Development

The future development and use of the Land for high density residential and commercial/retail purposes generally in accordance with the Planning Proposal and includes the Contribution Works identified in Schedule 3 and Schedule 17.

The development is divided into two stages being Stage 1 (in relation to sites 12A and 12B) and Stage 2 (in relation to sites 9A and 9B) as outlined in Schedule 16.

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Schedule 3 - Contributions Schedule

1.1 Contributions Tables

Table 1 - Contribution Amounts

Item/Site		Contribution*	Date Contribution Amount is payable
1.		Subject to clause 22.1(B)(ii) of this Deed, a Monetary Contribution of **$1,014,630.04** as of 30 September 2013 and indexed in accordance with Paragraph 1.2 below.	To be paid prior to the date on which a Construction Certificate is issued for the creation of any part of Habitable Space on Stage 2.

Table 2 - Contribution Land

Contribution		Date Contribution Land is to be dedicated
1.	**The Contribution Land for Botany Road Upgrade in Stratum** The transfer of the Land, being land marked as Area 1 (approximately 64 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road, limited in height to the underside of any structure forming the first finished floor level directly above the ground level of the Building to a depth determined by the Developer, but that the depth must be at least 400mm below the finished surface design level as approved in the development consent for the Development Sites and is not to include any part of a structure associated with an adjoining stratum lot.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on Site 9A.
2.	**The Contribution Land for Road in Stratum** The transfer in stratum of part of the Land, being the land marked as Area 2 (approximately 680 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road, unlimited in height and to at least 1.5 metres below finished surface design level and is not to include any part of a structure associated with an adjoining stratum lot.	(Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 9A or 9B.
3.	**The Contribution Land for Road in Fee Simple** The transfer in fee simple of part of the Land, being the land marked as Area 3 (approximately 2592 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 9B, 12A or 12B..
4.	**The Contribution Land for Road in Stratum** The transfer in stratum of part of the Land, being the land marked as Area 5 (approximately 120 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road unlimited in height and to at least 1.5 metres below finished surface design level and is not to include any part of a structure associated with an adjoining	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 12A or 12B.

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	stratum lot..	
5	**The Contribution Land for Road in Fee Simple, Stratum, or a combination of Fee Simple and Stratum** The transfer in fee simple, stratum, or a combination of fee simple and upper stratum, of part of the Land, being the land marked as Areas 4 and 6 (approximate total 759 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road and if in Stratum unlimited in height and to at least 1.5 metres below finished surface design level and is not to include any part of a structure associated with an adjoining stratum lot *See clause 1.1 of Schedule 5*	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 12A or 12B.
6.	**The Contribution Land for Road in Fee Simple** The transfer in fee simple of part of the Land, being the land marked as Area 7 (approximately 252 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on Site 12B.

Table 3 - Contribution WIK

Contribution		Date Contribution Works are to be delivered/achieve Practical Completion
1	**Remediation of Contribution Land** The Developer must ensure that prior to the Contribution Land being transferred to the Council: (i) The Contribution Lands are to be remediated in accordance with any Remediation Action Plan as approved by a Site Auditor so that they are made suitable for their use as road and public domain (as the case may be) in accordance with the Contaminated Lands Management Act 1997. (ii) Provide certification from a Site Auditor that the Contribution Lands have been remediated and are suitable for their intended use by Council as contemplated under the terms of this Deed. (iii) Suitably remediated or uncontaminated material must be provided from ground level to a minimum depth of 850 mm below designed ground levels indicated in Essential Infrastructure Consent and with any relevant environmental planning instruments and approvals and all structures removed. (iv) The Contribution Lands are to finished surface levels as indicated in the Essential Infrastructure Consent.	To achieve Practical Completion and Remediation verified by the Site Auditor prior to the date Contribution Land is to be dedicated as listed in Table 2 of Schedule 3.
2.	**Road, footpath and public domain construction and utility services installation** The Developer will undertake all road and footpath construction as indicated in Schedule 19 - Land Dedication and Easement Plan. The works are to be generally consistent with the Essential Infrastructure Consent and to at least the construction standard referred to in Schedule 17– Indicative Public Domain Plan (security for which works is to be provided for the value of the Required Face Value as indexed	To achieve Practical Completion prior to the date contribution land is to be dedicated as listed in Table 2 of Schedule 3.

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	in accordance with paragraph 1.2 below) and in accordance with the Codes. The works must include the following: (i) Roads including wear to surface, pavement, sub base, subgrade, kerb and gutter, drainage, line marking and sign posting; (ii) Paving, including compacted sub-grade, concrete substrate, concrete unit pavers; (iii) Kerb re-alignment and replacement (standard City of Sydney Council blue stone details); (iv) Drainage works; (v) Service requirements (power, potable and non-potable water, gas etc, including undergrounding these services with provision of a 1.5 metre depth below design ground level for these services); (vi) Adjustments to all existing services pits and man holes; (vii) Demolition of existing kerbs and infra-structure; (viii) Street lighting and associated services; (ix) Street trees and associated urban details; and (x) Traffic control and associated temporary infrastructure.	
3.	**Installation of Non-Potable Recycled Water Reticulation Pipework – Paul Street** (a) If the Developer has commenced construction for the Development at either Sites 9B, 12A or 12B prior to 30 June 2015 the Developer must: (i) supply install and test a Non-Potable Recycled Water reticulation pipework in part of Paul Street (described as Area 3 in Schedule 19), being that part of Paul Street between Sony Leonard Street and Geddes Avenue, in accordance with the detailed design provided by Council pursuant to clause 22; (ii)connect the section of pipework to Council's reticulation pipework in Geddes Avenue unless Council has not installed the reticulation pipework prior to 31 July 2015; and (iii) complete and hand over ownership of this Non-Potable Recycled Water reticulation pipework to Council. (b) Paragraph (a) is subject to clause 22.1 of this Deed.	By no later than 30 September 2015.
4.	**Installation of Non-Potable Recycled Water Reticulation Pipework – Hinchcliffe St** The Developer must: **(a)** supply, install and test a Non-Potable Recycled Water reticulation pipework in part of Hinchcliffe Street (described as Area 2 in Schedule 19), being that part of Hinchcliffe Street adjacent to Site	To achieve Practical Completion prior to the date Area 2 is to be dedicated as listed in Table 2 of Schedule 3.

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	9A and Site 9B in accordance with the detailed design provided by Council pursuant to clause 22; (b) connect the section of pipework to Council's reticulation pipework in Geddes Avenue unless Council has not installed the reticulation pipework; and (c) connect this section of pipework to Council's reticulation pipework at the southern boundary of Area 2 unless Council has not installed the reticulation pipework.	

Table 4 - Contribution GI Works

Contribution		Date Contribution is to be delivered/achieve Practical Completion
1.	**Non-potable Recycled Water System** 1. The Developer must design and construct all buildings on the Land so as to be capable of providing a dual reticulation water system for water consumption. The system must be capable of fully connecting to the Non-potable Recycled Water Network provided by the Council in Green Square and must be configured to supply all toilets, washing machine taps, car wash bays, cooling towers and irrigation usage on the Land. As part of these requirements, the Developer must connect to the non-potable recycled water pipes installed by Council or, in the event that Council's Non-potable Recycled Water Network system is not operational at that time, connect the non-potable water pipes in the building to the town water (potable) pipes downstream of the Sydney Water town water meter (Non Potable Water Connection Point) and allow Council to disconnect the potable water supply from the non-potable water system and connect the recycled water network as soon as it becomes operational. b) Provide space of 1m x 1m x 2.4m (or as otherwise agreed by Council) and access for metering equipment, isolation valves and incoming pipes for recycled water at the Non Potable Water Connection Point at a location to be agreed between the parties; c) Provide space and access from the property boundary to the Non Potable Water Connection Point for installation of recycled water pipes of 1 metre in width; d) Non-potable recycled water supply static pressure will be a minimum of 15 m head at the property boundary; e) Non-potable recycled water supply quality will comply with the Australian Guidelines for Water Recycling regarding supply to toilets, washing machine taps, car wash bays, cooling towers and irrigation usage and have a Total Dissolved Solids consistent with the Australian Drinking Water Guidelines.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on each of the Sites.

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2.	**Trigeneration System** **2.1 Domestic Hot Water – All Buildings** 1) The hot water supply for every building must be designed and configured so as to be capable of having Green Infrastructure Thermal Services as the primary source of domestic hot water heating energy supply and to ensure maximum greenhouse gas abatement. 2) Each building must be designed and constructed so as to be capable of receiving Green Infrastructure Thermal Services for domestic hot water heating from the secondary side of a heat exchanger supplied by Council located within an Energy Transfer Station (ETS) located within the building basement. The hot water off take temperature from the secondary side of the heat exchanger will be 97°C and the cool water return temperature no less than 78°C. 3) The Developer may install an additional centralised standalone gas fired hot water system subject to 1) above. If installed by the Developer the stand alone gas fired boiler or calorifier must be provided with gas input and heat output meters so that any energy consumed by and supplied from the stand alone system can be separately identified from the Green Infrastructure Thermal Services supply of domestic hot water which will be separately metered. 4) If the Developer requires separate metering and billing of hot water usage in individual residential units the Developer must install individual hot water meters for each strata unit in the building. Ownership of the meters will pass to the owners corporation on completion of the building allowing any hot water system operator that the owners corporation may choose to reconcile and bill for hot water from the Green Infrastructure Thermal Services or the centralised standalone gas fired hot water system if one is installed. The Green Infrastructure Thermal Services provider must separately meter thermal energy supplied to the building for hot water heating. **2.2 Space Heating - Residential Units and Common Areas including all Retail Space within a Residential Building 15 floors or less in height:** 1) Where space heating is provided by way of reverse cycle air conditioning the air conditioning unit provided must be of the Inverter type if a single evaporator is connected to the condensing unit or of the Variable Refrigerant Flow (VRF) type if more than one evaporator is connected to the condenser. In either case the units must have a COP rating for heating of 3.5 or greater. **2.3 Space Cooling - Residential Units and Common Areas within a Residential Building 15 floors or less in height:** 1) Where an air conditioning unit is provided it must be of the Inverter type if a single evaporator is connected to the	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on each of the Sites.

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	condensing unit or Variable Refrigerant Flow (VRF) type if more than one evaporator is connected to the condenser. In either case the units must have an EER rating for cooling of 3.1 or greater. **2.4 Space Cooling - Retail Space within a residential building:** Same as required as for Residential Buildings, except: 1) Where any individual or group of individual retail units greater than 2000 square meters requires a chilled water air conditioning or refrigeration system it must be primarily supplied by heat fired adsorption or absorption chillers provided by the Developer and connected to the Green Infrastructure Thermal Services. 2) Any electric chiller provided by the Developer must have a COP of 6 or greater. **General** As part of these requirements, the Developer must, to the satisfaction of the Council provide space on the Land for the Energy Transfer Station (ETS) including heat exchangers, metering equipment, isolation and control valves. The space must be of minimum dimension 7.0 metres by 5.4 metres and no less than 2.4 metres in height. Access space of 1.0 metre by 0.5 metre must be provided from the property boundary to the ETS for incoming pipes (including thermal energy flow and return pipes).	
4.	**Air conditioning refrigerant** (a) A lot owner must, where an air conditioning package or other system requiring a refrigerant for space heating and/or cooling is to be provided: (i) ensure that the refrigerant used in the system has a Global Warming (GWP) of 3 or less to ensure maximum greenhouse gas equivalent abatement if such system is available from at least three established suppliers on similar terms to conventional systems and at market rates which are not more than 10% higher than the market rates for conventional systems; and (ii) if the system referred to in (a)(i) above is not available, then the lot owner must use its reasonable endeavours to use a system with a refrigerant which has the lowest commercially available GWP. 2. For the purpose of clarity, the Developer is required to comply with the requirements of (a)(i) and (ii) above if it chooses to install any air conditioning package or other system requiring a refrigerant for space heating and/or cooling in the Development.	Prior to the issue of an Occupation certificate for any building on the Land for the Proposed Development a covenant is to be registered on the folio of the Land in accordance with Item 4(a) (i) and (ii) of this Table 4 .
5.	The Developer must register on the Title of the Land a covenant to fulfil the obligations identified in paragraphs 2.3 (1), 2.4 (1) and (2) in Item 2 and those in Item 4(a)(i) and (ii) to this Table 4 or if such	Prior to the issue of an Occupation certificate for any building on the Land for the

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	obligations cannot reasonably be met, such other equivalent or higher measures as the Council acting reasonably agrees. The covenant is to identify the Council as the authority benefited and the only party entitled to release, modify or vary the covenant.	Proposed Development

Table 5 - Other Public Benefits

	Contribution	Date Contribution is to be provided
1.	The Developer must (at its cost and risk): (a) Create an easement under section 88B of the *Conveyancing Act* 1919 that burdens the Land and benefits the Council for the purpose of accessing, installing and maintaining Green Infrastructure equipment owned by Council on the Land, including ETS, meters, connections, central located collection storage area, metering equipment, backup conventional bins, isolation and control valves and pipes, as described in Table 4 in Schedule 3, to the satisfaction of the Council; and (b) Register the easement identified in Item 1(a) above in the relevant folio of the Register for the Land.	To be created prior to the issue of the first Occupation Certificate for any Habitable Space on each of the Sites.
2.	The Developer must (at its cost and risk): (a) Create an easement under section 88B of the *Conveyancing Act* 1919 that burdens the Land and benefits the Council for the purpose of a public access way on the Land to the satisfaction of the Council. The location of the easement is shown as Area 8 on the plan contained within Schedule 19 - Land Dedication and Easement Plan; and (b) Register the easement identified in Item 2(a) above in the relevant folio of the Register for the Land.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Site 9B.

1.2 Increase in Contributions

If the Contributions Tables state that the Monetary Contribution in Table 1 or the cost equivalent of any Contributions Works specified in Table 3 will be increased, then the amount specified for that Monetary Contribution and the cost equivalent of any Contributions Works specified in Table 3 in the Contributions Tables must be increased in accordance with the formula set out below:

$$\frac{Contribution\ Amount \times CPI}{LCPI}$$

where:

CPI = the CPI last published before the due date for payment of that Contribution Amount; and

LCPI = the CPI last published before 31 March 2013.

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No increase or other charge will be made to the Contributions Amount [or the cost equivalent of any Contribution Works] where LCPI is greater than CPI.

Note: the Sydney Consumer Price Index (All Groups) is to be used

1.3 Stratum Lots

The parties expressly agree that:

(a) the final dimensions of the Stratum Lots identified in Items 1 and 2 in Table 2 to this Schedule 3,are subject to any final Development Consent and survey and may be created by one or more Plans of Subdivision;

(b) an easement for support will be created in favour of the Stratum Lots identified in Items 1 and 2 in Table 2 to this Schedule 3, in addition to a positive covenant indemnifying the Council from the failure of that easement for support, except to the extent caused by the act or neglect of the Council; and

(c) if a strata management statement or building management statement is registered in respect to any part of the Land, the Council may by agreement decline to be a member of the Building Management Committee or it may be excused from any such meetings without affecting quorum.

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Schedule 4 - Contribution Works Procedures

This Schedule 4 applies to all Contribution Works.

1.1 Approvals and Design responsibility

(a) The Developer must at its Cost and risk:

(i) prepare all Applications and submit such applications to Council and obtain all Approvals necessary to carry out the Contribution WIK; and

(ii) comply with all conditions of all such Approvals

(b) Subject to the provisions of clause 23 of this Deed, the Developer agrees to procure the design of the Contribution WIK (so as to enable the achievement of Practical Completion of each Contribution WIK Portion) in accordance with this Deed;

(c) The Council acknowledges that a Construction Certificate for the Development may be issued prior to the Approvals for the Contribution Works

1.2 Construction phase

(a) Subject to paragraph 1.2(b) of this Schedule 4, the Developer must procure the execution and completion of the Contribution WIK in accordance with:

(i) the Approvals;

(ii) any Contribution WIK program agreed with the Council; and

(iii) its other obligations under this Deed.

(b) The Developer must not commence construction of any of the Contribution WIK until it has given the Council copies of all Approvals relating to the Contribution WIK.

(c) The Developer must not commence construction of the Contribution WIK Portion comprising the Road Works unless and until the Council has received:

(i) the design of the Road Works; and

(ii) the program for the construction of the Road Works, including anticipated dates for construction and completion.

1.3 Review of Contribution Works and Construction Documents

The Developer acknowledges and agrees that:

(a) the Council may but is not obliged to critically analyse the plans and specifications of the Contribution Works;

(b) the Council is not responsible for any errors omissions or non-compliance with any Law or the requirement of any Authority by reason of agreeing to the plans and specifications of the Contribution Works;

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(c) the Council is not liable for any liability, loss or Cost incurred by the Developer because of any defect in the design or construction of any part of the Contribution Works; and

(d) no comment, review or information supplied to the Developer by the Council alters or alleviates the Developer from its obligation to construct and complete the Contribution Works in accordance with this Deed.

1.4 Developer responsibilities

(a) The Developer is responsible for the care of each Contribution Works Portion at all times prior to Practical Completion in respect of that Contribution Works Portion.

(b) Prior to Practical Completion, the Developer is responsible for:

(i) providing all things and taking all measures reasonably within its control to protect people and property in relation to the Land where failure to do so may render the Council or the Developer liable under the Law; and

(ii) taking any urgent action in relation to the Land necessary to protect people and the consequences of any failure to take such action where failure to do so may render the Council or the Developer liable under the Law.

1.5 Damage

If the Developer or the employees or agents of the Developer damage any public utilities and services or property on or adjacent to the Land, the Developer must promptly make good the damage and pay any compensation which the Law requires the Developer to pay.

1.6 Best Industry Practice

The Developer must ensure that the Contribution Works it has procured to be designed and carried out are designed and carried out according to Best Industry Practice.

1.7 Quality of Material and Work

The Developer must procure the Contribution Works to be carried out:

(a) using good quality materials, which must be suitable for the purpose for which they are required under this Deed;

(b) without the use of asbestos in any form;

(c) in compliance with relevant standards determined by Australian Standards Limited, the Building Code of Australia and any relevant manufacturers' standards; and

(d) so that the Contribution Works, when completed, are suitable for the purpose for which they are required as contemplated by the relevant Approvals.

1.8 Insurance

The Developer must ensure that there is effected and maintained an insurance policy covering such risks, and on terms, reasonably acceptable to the Council including:

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(a) physical loss, damage or destruction of each Contribution Works Portion (including any associated temporary works);

(b) third party liability;

(c) contractors; and

(d) professional indemnity insurance with respect to design works only.

The policy must provide cover for the period from the date of the commencement of construction of the relevant Contribution Works Portion until the end of any relevant Defects Liability Period for that Contribution Works Portion.

1.9 Amount of property insurance

The insurance cover in relation to works insurance must be for an amount not less than the full insurable value of the relevant Contribution Works Portion on a full reinstatement and replacement basis (including extra Costs of reinstatement, Costs of demolition and removal of debris, and professional fees).

1.10 Insurance generally

All insurances which the Developer is required by this Deed to effect and maintain:

(a) must be with an Insurer;

(b) must note the rights and interests of the Council; and

(c) must not in any respect limit or derogate from the liabilities or obligations of the Developer under this Deed.

1.11 Providing proof of insurance

Whenever reasonably requested in writing by the Council, the Developer must give the Council certificates of the insurance policies which the Developer is required by this Deed to effect and maintain.

1.12 Premiums

The Developer must punctually pay all premiums in respect of all insurances required under this Agreement.

1.13 Additional Obligations

The Developer must:

(a) not do or omit to do anything which if done or not done might vitiate, impair, derogate or prejudice any insurance or might prejudice any claim under any insurance policy;

(b) if necessary, rectify anything which might prejudice any insurance policy;

(c) reinstate an insurance policy if it lapses;

(d) immediately notify the Council in writing if an insurer gives notice of cancellation in respect of any insurance policy; and

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(e) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance.

1.14 Application of insurance proceeds

If all or any part of the Contribution Works is damaged or destroyed prior to Practical Completion thereof:

(a) all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the Contribution Works, except if the damage or destruction is caused by the Council;

(b) if the insurance proceeds received under the insurances in respect of the damage or destruction are less than the cost of repairing or replacing the Contribution Works (or those insurances are void or unenforceable and there are no proceeds), the Developer must complete the repair and replacement of the Contribution Works using its own funds; and

(c) if the insurance proceeds received under the insurances in respect of the damage or destruction exceed the Costs of repairing or replacing the Contribution Works, the Developer will be entitled to keep that excess.

1.15 Input tax credits

Where the Developer has effected any insurance policy referred to in this Deed before the date of this Deed, the Developer:

(a) warrants that it informed the insurer of the extent of its entitlement to an input tax credit for the last premium it paid at or before the time of first making any subsequent claim under the insurance policy; and

(b) must inform the insurer of the extent of its entitlement to an input tax credit for any future premium it pays immediately after paying that premium.

Where the Developer effects any insurance policy referred to in this Deed after the date of this Deed, the Developer must inform the insurer of the extent of its entitlement to an input tax credit for any premium it pays immediately after paying that premium.

1.16 Certification

When the Developer is of the opinion that a Contribution WIK Portion or Contribution G1 Works (as the case may be) has reached Practical Completion, the Developer must:

(a) request the relevant Certifier to issue a certificate confirming Practical Completion (**Certificate of Practical Completion**); and

(b) at the same time give the Certifier (if the Council is not the Certifier) a copy of that request.

1.17 Certifier to respond

Within 10 Business Days after the receipt of the Developer's request, the Council must procure the Certifier to either:

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(a) give the Developer (with a copy to the Council at the same time) a Certificate of Practical Completion certifying that the Contribution WIK Portion or the Contribution GI Works (as applicable) has reached Practical Completion; or

(b) give the Developer (with a copy to the Council at the same time) the reasons for not issuing that certificate and provide a detailed list of work required to be completed in order for that certificate to be issued.

1.18 Dispute where no Certificate of Practical Completion

If within 10 Business Days after receipt of the Developer's request the Certifier does not either issue the Certificate of Practical Completion of the Contribution WIK Portion or the Contribution GI Works (as the case may be) or give the Developer reasons for not issuing the certificate, then either the Council or the Developer may regard the circumstances as constituting a dispute between the Council and the Developer.

1.19 Dispute of detailed list

(a) If the Certifier issues the detailed list referred to in paragraph 1.17(b), then the Developer may dispute the detailed list within 10 Business Days of the detailed list being issued by notice in writing to the Certifier.

(b) If the Certifier and the Developer are not able to resolve the dispute about the detailed list within 10 Business Days of the Developer notifying the Certifier of the dispute about the detailed list, then either the Council or the Developer may regard the circumstances as constituting a dispute between the Council and the Developer.

(c) If the Certifier and the Developer resolve the dispute about the detailed list, then the Certifier must provide an updated detailed list or withdraw the detailed list and issue the Certificate of Practical Completion.

1.20 Carrying out required work

(a) On receipt of the detailed list referred to in paragraph 1.17(b) in this Schedule 4 or the updated detailed list referred to in paragraph 1.19(c) in this Schedule 4 the Developer must carry out the work referred to in that list and, on completion of that work, request the Certifier to issue a Certificate of Practical Completion.

(b) If the Certifier is satisfied that all such work has been completed in accordance with this Deed then, the Developer must procure the Certifier to issue the Certificate of Practical Completion within 10 Business Days after receipt of the Developer's request. Otherwise the provisions of paragraphs 1.17 to 1.19 in this Schedule 4 inclusive re- apply.

1.21 Prerequisites for Certificate of Practical Completion

Despite paragraph 1.18 in this Schedule 4, a Certificate of Practical Completion for a Contribution Works Portion may not issue unless and until:

(a) where relevant copies of all necessary documents and Approvals issued by the Consent Authority or relevant accredited certifier acknowledging completion of the Contribution Works Portion, and if appropriate permitting use and occupation (if applicable) of the Contribution Works Portion, including an Occupation Certificate (if required) have been delivered to the Council; and

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(b) copies of all other certificates, consents and Approvals required of any relevant Authority, whose certificate, consent or approval is required for the erection, use or occupancy of that Contribution Works Portion have been delivered to the Council;

1.22 Bond

If there is a defect or omission in relation to a Contribution WIK Portion which prevents the Certificate of Practical Completion being issued, and, if the Council (in its absolute discretion) agrees to accept a Bond to secure completion of that defect or omission, then:

(a) if the Developer agrees, the Developer must:

(i) provide the Bond for the amount required by the Council (in its absolute discretion) to secure that defect or omission; and

(ii) undertake in writing to rectify that defect or omission within the time nominated by Council (acting reasonably);

(b) upon receipt of the Bond and the Developer's undertaking, the Council will direct the relevant Certifier to disregard that defect or omission for the purposes of certifying Practical Completion of that Contribution WIK Portion;

(c) the Developer must rectify the defect or omission in accordance with its undertaking; and

(d) if the Developer fails to rectify the defect or omission in accordance with its undertaking, then the Council may call on the Bond in accordance with paragraph 8 of Schedule 10 and/or rectify the breach in accordance with paragraph 2 of Schedule 6.

1.23 Providing documents to the Council

If the Council reasonably so requires, the Developer must use all reasonable endeavours to procure the issue and delivery to the Council of copies of the following items (as may be relevant) in relation to each Contribution WIK Portion:

(a) a copy of as built drawings and all warranties and operations manuals given in connection with the Contribution WIK Portion; and

(b) a copy of all certificates issued by any Authority in relation to any part of the Contribution WIK Portion which have not previously been delivered to the Council,

promptly, and in any event within 90 Business Days, after Practical Completion.

1.24 Rectification

(a) At any time during the Defects Liability Period (in respect of a Contribution Works Portion), the Council may inspect the Contribution Works Portion for the purpose of ascertaining what defects and omissions (if any) in the Contribution Works Portion are required to be made good by the Developer.

(b) The Council may give notice to the Developer that:

(i) states that part of the Contribution Works Portion is defective, giving details;

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(ii) specifies the works which the Council considers are required to rectify the defect;

(iii) provides a reasonable estimate of the Costs and Legal Costs to rectify such works, including particulars of how those Costs and Legal Costs were calculated; and

(iv) allows the Developer a reasonable period to rectify such works.

(c) The Developer must rectify any defects or omissions in the Contribution Works Portion which are identified in a notice issued in accordance with paragraph 1.24 (b) of this Schedule 4.

(d) If the Developer fails to complete or rectify such works within the period required by a notice issued under paragraph 1.24 (b) of this Schedule 4 then the Council may have such works completed or rectified and the Developer must reimburse the Council promptly following any demand by the Council for all Costs and Legal Costs incurred by the Council in completing or rectifying such works.

(e) The Developer indemnifies the Council for all monies payable by the Developer to the Council pursuant to paragraph 1.24 (d) of this Schedule 4.

(f) The indemnity in paragraph 1.24 (e) of this Schedule 4 is a continuing obligation, separate and independent from the Developer's other obligations and survives completion, rescission or termination of this Deed. The Developer must pay on demand any amount it must pay under the indemnity in paragraph 1.24(e) of this Schedule 4.

1.25 Interface of Contribution Works with the provision of Green Infrastructure

The Parties agree that nothing in this Deed requires the Developer to provide trenching or undertake Remediation or any other ancillary or associated works relating to the provision of the Trigeneration System by Council under the GI Deed, except to the extent that such works comprise any part of the Contribution Works (or are necessary as a result of the carrying out of the Contribution Works).

1.26 Development Program

(a) The Developer must provide an updated Development Program to the Council from time to time as the Development progresses, and as a minimum must provide an updated program:

(i) as soon as possible upon lodgement of an Application for construction of a Building with the relevant Consent Authority;

(ii) whenever there are delays in the Development which materially impact on the milestones identified in the previous Development Program provided to Council which relate to the issue of a Construction Certificate or Occupation Certificate; and

(iii) no less than 6 months before the Developer lodges an Application for an Occupation Certificate for any Building with the relevant Consent Authority.

(b) The Council is not to disclose the Development Program referred to in clause 1.26(a) above to any third party unless required by law or in any other circumstances, with the consent of the Developer.

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1.27 Remediation

Prior to the dedication of the Contribution Land to Council, the Developer must:

(a) comply with all legislation and guidelines in carrying out the Remediation; and

(b) satisfy any conditions in the Site Auditor's statement, including any ongoing monitoring obligations.

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Schedule 5 - Contribution Land Procedures

1.1 Sonny Leonard Street (Areas 4, 5 and 6)

The parties acknowledge that as part of the Development Consents issued for the Development, Council will have the option of approving car parking structure under Sonny Leonard Street.

Depending on the Development Consent ultimately issued by the Council in relation to Site 12A and/or Site 12B, and the extent of car parking structure permitted under Sonny Leonard Street (Areas 4, 5 and 6) Areas 4 and 6 may be required to be dedicated to Council in fee simple, stratum or a combination or fee simple and stratum.

1.2 Approvals

No less than 10 Business Days before the timing identified in Column 2 of Table 2 of 3, the Developer must at its Cost and risk:

(a) prepare all Applications and obtain all Approvals necessary to:

(i) Subdivide the Land by one or more plans of subdivision to separate the Contribution Land from the Land (**Relevant Subdivision**); and

(ii) create such easements, restrictions on use and covenants as agreed by the Council and the Developer (both acting reasonably), as being necessary or usual in the circumstances to permit and promote public access to the Contribution Land, which easements, restrictions on use or covenants must be registered at or about the same time as the relevant plan of subdivision (**Relevant Easements**);

(b) comply with all conditions of all such Approvals; and

(c) procure Land and Property Information NSW to register the relevant documentation and plans to create the Relevant Subdivision and register the Relevant Easements consistent with all such Approvals.

1.3 Developer undertakings regarding Contribution Land

In accordance with the timing identified in Column 2 of Table 2 of Schedule 3, the Owner must (at its Cost and risk):

(a) do all acts and execute and deliver all documents (in form and content reasonably satisfactory to the Council) to the Council (or such other person as the Council may reasonably direct) give effect to the dedication of Contribution Land to the Council for a consideration of $1

(b) deliver to the Council:

(i) the certificate or certificates of title for the Contribution Land;

(ii) any consents and other documentation in registrable form required for the transfer (and registration) of the Contribution Land;

(iii) any permits in connection with the Contribution Land and any consents and other documentation in a registrable form necessary, or otherwise required by the Council, for the transfer (and registration) of those permits; and

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(c) take any other necessary action (other than paying stamp duty) to give effect to the transfer of the title of the Contribution Land to the Council (or such other person as the Council may direct) free of all Encumbrances (other than a Permitted Encumbrance) and affectations (including any charge or liability for rates, taxes and charges) except any caveat lodged over the Contribution Land by the Council in accordance with clause 5 of this Agreement.

1.4 Acquisition

(a) If the Owner does not transfer or grant to the Council the interests in land as required by this Deed (including the transfer of the Contribution Land to Council), the Owner confers on Council an irrevocable option to purchase the Contribution Land and any interests for the amount of $1.00.

(b) Except as otherwise agreed between the Owner and the Council, the Owner must ensure that the Contribution Land is free of all Encumbrances (other than Permitted Encumbrances) and affectations (including any charge or liability for rates, taxes and charges), on the date that the Owner is liable to transfer the Contribution Land to the Council in accordance with paragraph 1.2 of this Schedule 5.

(c) The Owner indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant interest in land under Paragraph 1.4 of this Schedule 5.

(d) The Owner must pay the Council, promptly on demand, an amount equivalent to all Costs and Legal Costs incurred by the Council acquiring the whole or any part of the relevant interest in land where the Owner is in breach of Schedule 5.

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Schedule 6 - Notification and rectification of breach

1. Notice of breach

1.1 Notice of Breach by the Council

If the Council considers that the Developer or Owner has defaulted on the performance of any of its respective obligations under this Deed, then the Council may give written notice to the Developer or Owner which:

(i) identifies the nature of the breach; and

(ii) specifies that the breach must be rectified within 20 Business Days or such longer period as Council determines (in its absolute discretion) (except in the case of an emergency or where there is an issue of public safety where less time may be specified) of the Council's notice.

1.2 Response to Notice

(a) Promptly upon receipt of a notice under paragraph 1.1 of this Schedule 6, the Developer or Owner must either:

(i) rectify the breach identified in that notice within the time period specified in that notice; or

(ii) notify the Council in writing that it does not agree that the breach identified in that notice has occurred, and refer the matter for dispute resolution in accordance with clause 12 and Schedule 7.

(b) In the absence of a manifest error on the face of the notice, nothing in paragraph 1.2(a)(ii) of this Schedule 6 will constrain or limit the Council's rights of recourse under this Deed.

1.3 Rights of the Council after Giving Notice

(a) If:

(i) the Developer or Owner does not take either of the actions outlined in paragraph 1.2 (a) of this Schedule 6; or

(ii) any dispute notified by the Developer or Owner is resolved in favour of the Council,

then the Council may take any or all of the actions available to it under this Deed including:

A. taking any action under paragraph 2.1 of this Schedule 6;

B. calling on the Bond under Schedule 10;

C. issue a notice to the Developer or Owner which:

1) identifies the nature of the breach; and

2) specifies that the breach must be rectified by the Developer within at least 20 Business Days

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(except in the case of an emergency or where there is an issue of public safety where less time may be specified) of the Council's notice,

and the provisions of paragraphs 1.2 and 1.3 of this Schedule 6 will apply in respect of that notice (with the necessary changes having been made) and if the Developer or Owner does not take either of the actions outlined in paragraph 1.2(a) of this Schedule 6 then the Council may have recourse against the Developer in relation to the breach.

(b) The rights of the Council under this Deed, and any action taken by it as referred to in paragraph 1.3 of this Schedule 6 or otherwise, are without derogation from the other rights and remedies available to the Council under this Deed, at law and in equity in relation to any default of the Developer or Owner.

2. Council may rectify breach

2.1 Council may perform Developer's obligations

(a) Before exercising its rights under paragraph 2.1 of this Schedule 6, the Council will give at least 20 Business Days' (except in the case of an emergency or where there is an issue of public safety where less time may be specified) written notice to the Developer of its intention to exercise its rights under paragraph 2.1 of this Schedule 6.

(b) The Council may (but is not obliged to):

(i) perform the Developer's obligations where the Developer fails to:

A. rectify the breach identified in the notice referred to in paragraph 1.1. of this Schedule 6 within the time period specified in that notice; or

B. notify the Council in writing that it does not agree that the breach identified in the notice referred to in paragraph 1.1 of this Schedule 6 and refer the matter for dispute resolution in accordance with clause 12 and Schedule 7;

(ii) rectify any breach of this Deed;

(iii) carry out other works that are necessary to be carried out; and

(iv) otherwise do anything which the Developer should have done under this Deed.

(c) Without limiting paragraph 2.1 of this Schedule 6 the Council may enter onto the Land and do whatever is necessary to remedy the breach, in the absolute discretion of the Council, subject to compliance with the reasonable directions of the Developer relating to work, health and safety and compliance with all Laws.

(d) The Developer indemnifies and will keep the Council indemnified from and against all claims, actions, demands, losses, damages, Costs and Legal Costs incurred by the Council or for which the Council may become liable in the exercise or purported exercise of the rights of the Council under this paragraph 2.1 of this Schedule 6,

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except in the event that such Claim is caused by or contributed to by the negligence of the Council or where the Council has exercised its rights in breach of this Deed.

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Schedule 7 - Dispute Resolution

1. Dispute

This Schedule 7 applies to:

(a) a dispute in connection with a technical matter which is not a legal matter arising from or in connection with this Deed or its subject matter and which is within the expertise of an expert appointed under paragraph 5 and which the Parties agree is a matter that should be determined by an expert (**Technical Dispute**); and

(b) any dispute which is not a Technical Dispute (**Non-Technical Dispute**),

(collectively, a **Dispute**).

2. Notice of Dispute

(a) If a Dispute between any of the Parties arises, then any Party may give to the other Parties a notice of dispute in writing adequately identifying and providing details of the dispute (**Dispute Notice**).

(b) The Parties must continue to perform their respective obligations under this Deed if there is a Dispute but will not be required to complete the matter the subject of the Dispute or on which any Dispute has a bearing, unless each Party indemnifies the other Parties against Cost, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying Party.

3. Further steps required before proceedings

(a) Except as provided in paragraph 3(b), any Dispute between the Parties arising in connection with this Deed or its subject matter must as a condition precedent to the commencement of litigation first be the subject of mediation between a person appointed from time to time by each (under written notice to the other Parties) to represent that Party and:

(i) If the Parties to the dispute cannot agree on a mediator within 10 Business Days of receipt by the relevant Part of the Dispute Notice, either Party may request the President of the New South Wales Law Society to appoint a mediator;

(ii) Each Party must use its best efforts to resolve the dispute by a mediation procedure to be agreed upon by each Party to the dispute; and

(iii) If the mediation does not result in the resolution of the dispute within 30 Business Days of the Dispute Notice, then either Party is entitled to commence litigation in respect of that dispute

(b) If the Dispute the subject of the Dispute Notice is:

(i) Technical Dispute the value of which is more than $1 million (excluding prospective Legal Costs); or

(ii) a Non-Technical Dispute,

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the Dispute is to be referred to the CEOs.

(c) If the CEOs are unable in good faith to settle the Dispute within 15 Business Days after the Dispute Notice (or such longer period as the CEOs may unanimously agree), then, unless the CEOs unanimously agree in writing to the contrary (including an agreement that this Schedule 7 will apply as if the Dispute were a Technical Dispute) any one Party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute and the provisions of this Schedule 7 will not apply.

4. Disputes for expert determination

Subject to paragraph 3(b), if a Technical Dispute has not been fully resolved within 15 Business Days of the Dispute Notice (or such other date as the Parties may agree), any one Party may, with the prior written consent notice of each to the other Parties, refer the matter to an expert agreed between the Parties for determination in accordance with paragraph 5 with such expert to act in accordance with paragraph 7.

5. Choice of expert

(a) A Technical Dispute to be referred to an expert in accordance with paragraph 4 must be determined by an independent expert in the relevant field:

(i) agreed between and appointed jointly by the Parties based on the proposed list of experts in clause 5(c); or

(ii) in the absence of agreement within 5 Business Days of referral of the matter to expert determination under paragraph 4, appointed by the President or other senior officer for the time being of the body administering the relevant field.

(b) If the Parties cannot agree as to the relevant field, any one Party may refer the matter to the President of the New South Wales Bar Association (or the President's nominee) whose decision as to the relevant field is final and binding on the Parties.

(c) The institutes or associations from which the expert may be appointed include, without limitation:

(i) if the dispute relates to engineering:

the Institution of Engineers Australia; or

(ii) if the dispute relates to insurance:

the Australian and New Zealand Institute of Insurance and Finance, New South Wales Branch; or

(iii) if the dispute relates to the valuation of works to be carried out:

the Australian Institute of Quantity Surveyors, New South Wales Division; or

(iv) if the dispute relates to Contamination or Remediation:

the President of the Australian Contaminated Land Consultants Association.

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6. Requirements for expert

(a) The expert appointed to determine a Technical Dispute:

(i) must have a technical understanding of the issues in contest;

(ii) must not have a significantly greater understanding of one Party's business or operations which might allow the other side to construe this greater understanding as a bias or a conflict of interest; and

(iii) must inform the Parties before being appointed of the extent of the expert's understanding of each Party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.

(b) The Parties must enter into an agreement with the expert appointed under this paragraph 6 setting out the terms of the expert's determination and the fees and expenses payable to the expert.

7. Directions to expert

In reaching a determination in respect of a Technical Dispute under paragraph 4, the independent expert must give effect to the intent of the Parties entering into this Deed.

8. Expert not arbitrator

The expert must:

(a) act as an expert and not as an arbitrator; and

(b) proceed in any manner as the expert thinks fit but must observe the rules of natural justice but not the rules of evidence, not accept oral submissions unless both Parties are present and on receipt of written submissions from one Party ensure that a copy of such submission is given promptly to the other Party;

(c) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Technical Dispute;

(d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);

(e) issue a draft certificate stating the expert's intended determination giving each Party 15 Business Days to make further submissions;

(f) issue a final certificate stating the expert's determination; and

(g) act with expedition with a view to issuing the final certificate as soon as practicable.

9. Compliance with directions

The Parties must comply with all directions given by the expert in relation to the resolution of the Technical Dispute and must within a time period specified by the expert, give the expert:

(a) a short statement of facts;

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(b) a description of the Technical Dispute; and

(c) any other documents, records or information the expert requests.

10. Expert may commission reports

The expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination. The Parties must indemnify the expert for the cost of those advisers or consultants.

11. Expert may convene meetings

(a) The expert will hold a meeting with all the Parties present to discuss the Technical Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.

(b) The Parties agree that a meeting under this paragraph is not a hearing and is not an arbitration.

12. Final determination of expert

(a) The Parties agree that the final determination by an expert will be final and binding upon them.

(b) The expert or mediator will not be liable in respect of the expert determination or mediation, except in the case of fraud or misfeasance by the expert or mediator.

(c) The Parties agree to release and indemnify the expert from and against all claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person in respect of the expert's appointment to determine the Technical Dispute.

13. Other courses of action

If the Technical Dispute has not been fully resolved 45 Business Days of the Dispute Notice (or such other date as the Parties may agree) or the expert determination required or agreed under paragraph 3 has not resulted in resolution of the Technical Dispute, any one Party may take whatever course of action it deems appropriate for the purpose of resolving the Technical Dispute.

14. Confidentiality of information

The Parties agree, and must procure that, the mediator and expert agrees as a condition of his or her appointment:

(a) subject to paragraph 14(b) below, to keep confidential all documents, information and other material, disclosed to them during or in relation to the expert determination or mediation; and

(b) not to disclose any confidential documents, information and other material except:

(i) to a Party or adviser who has signed a confidentiality undertaking to the same effect as this paragraph 14; or

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(ii) if required by Law or the ASX Listing Rules to do so; or

(c) not to use confidential documents, information or other material disclosed to them during or in relation to the expert determination for a purpose other than the expert determination or mediation.

The Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:

(a) views expressed or proposals or suggestions made by a Party or the expert during the expert determination or mediation relating to a possible settlement of the Technical Dispute; and

(b) admissions or concessions made by Party during the expert determination or mediation in relation to the Technical Dispute; and

(c) information, documents or other material concerning the Technical Dispute which are disclosed by a Party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

15. Costs

The Costs of appointing a mediator or expert under this Schedule 7 will be borne equally by the Parties. Each Party will be responsible for its own Legal Costs.

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Schedule 8 - Registration of Deed

1.1 Registration

(a) The Owner warrants that it has obtained all consents to the registration of this Deed on the Title to the Land as are necessary and in particular the consent of any Mortgagee or Lessee registered on the Certificate of Title to the Land;

(b) The Owner must on execution of this Agreement, produce to the Council together with this Deed for execution by the Council, a letter from the mortgagee (if any) and lessees of any registered lease on the Land (if any) consenting to the registration of this Deed and a copy of the Production Ticket as evidence that the Mortgagee (if any) has produced the Certificate of Title to Land and Property Information for the purpose of registration of the Deed and a bank cheque for the relevant registration fees. If the Land is unencumbered by a mortgagee the Owner must produce the Certificate of Title to Land and Property Information and give a copy of the Production Slip to the Council;

(c) The Owner must promptly comply with any Requisitions that may be raised with regard to registration of the Deed from Land and Property Information;

(d) Subject to paragraphs 1.1 (a), (b) and 1.3 of this Schedule 8, the Council will register this Deed on the relevant folio of the Register as soon as reasonably practicable, but in any event no later than 20 Business Days after the execution of this Deed by the Council.

(e) The Council will notify the Owner following registration of the Deed by the Council and forward the Owner's copy of the Deed to it.

1.2 Caveat

(a) Without limiting any other provision of this Agreement, until such time as the registration of this Deed is completed, the Owner agrees that Council may register a caveat over the Land precluding any dealing which is not consistent with this Agreement.

(b) Following registration of this Planning Agreement in the relevant folio of the Register, the Council must promptly remove any caveat registered under this clause as soon as possible.

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Schedule 9 - Release and Discharge Terms

(a) Once the Council is satisfied that the Developer has fully complied with all of its obligations under this Deed, at the Developer's request (and Cost), the Council must within ten (10) Business Days of being requested to do so by the Developer:

(i) provide a full release and discharge of this Deed with respect to the whole of the Land; and

(ii) (should the Council not already have done so) sign such documentation as is necessary to remove any caveat lodged by the Council in relation to the Land pursuant to clause 5.

(b) Despite paragraph (a) above of this Schedule 9, from time to time, the Developer may request the Council to provide a release and discharge of the Planning Agreement to the extent the Planning Agreement affects any Development Site where:

(i) the Developer has fully satisfied their obligations under this Planning Agreement (including paying any relevant Contribution Amount) in respect of that Development Site or provided security to the Council's satisfaction (in its sole and unfettered discretion) to secure performance of any outstanding obligations under this Planning Agreement in respect of that Development Site;

(ii) to the extent the Defects Liability Period for any Contribution Works Portion the subject of that Development Site has not expired, the Developer has provided the Council with a Bond in accordance with Schedule 10; and

(iii) the Developer is not otherwise in default of any of their obligations under this Planning Agreement (as determined by the Council (acting reasonably)), at the time of the Developer's request, unless the Council waives the default.

(c) If the conditions in paragraph (b) of Schedule 9 are satisfied, the Council will provide a release and discharge of the Planning Agreement with respect of the Development Site only, which will be registered in priority to the plan of strata subdivision of that Development Site.

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Schedule 10 - Bonds

1. Bonds Required

1.1 Developer to provide

(a) Stage 1 Bond

(i) Prior to the issue of the first Construction Certificate for Stage 1 of the Development, the Developer must provide a Bond to the Council for the First Required Face Value.

(ii) The Bond referred to in paragraph 1.1(a) of this Schedule 10, secures the:

(i) Practical Completion of the Bond Works; and

(ii) as reduced in accordance with paragraph 1.2, rectification of any defects and omissions (if any) of the Contribution Works comprising the Bond Works during the Defects Liability Period for each Contribution Works Portion comprising the Bond Works,

in accordance with this Deed.

(b) Stage 2 Bond

(i) Prior to the issue of the first Construction Certificate for Stage 2 of the Development, the Developer must provide a Bond to the Council for the Second Required Face Value.

(ii) The Bond referred to in paragraph 1.1(b) of this Schedule 10, secures the:

(i) Practical Completion of the Bond Works; and

(ii) as reduced in accordance with paragraph 1.2, rectification of any defects and omissions (if any) of the Contribution Works comprising the Bond Works during the Defects Liability Period for each Contribution Works Portion comprising the Bond Works,

in accordance with this Deed.

(c)

1.2 Reduction of the Bonds for the Contribution Works

(a) Subject to paragraph 1.2(b) of this Schedule 10, the Developer may by written notice to the Council, upon Practical Completion of any Contribution Works Portion, request a reduction of the Bond Amounts for the Contribution Works having regard to the works completed at the time of the request. The Council will act reasonably in the consideration of whether a partial release or exchange (as the case may be) leaves appropriate or adequate security for the balance of the Bond Works.

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(b) If the Developer provides an assessment of the Contribution Works and the Construction Cost from a Quantity Surveyor with its request under paragraph (a) and Council (acting reasonably) is satisfied that the relevant Contribution Works have achieved Practical Completion, then the Council must release to the Developer a reasonable portion of the Bonds having regard to the Construction Cost of the relevant completed Contribution Works.

(c) The Developer acknowledges and agrees that, to secure the Developer's obligations under paragraph 1.24 of Schedule 4 during the Defects Liability Period for each of the Contribution Works comprising the Bond Works, the Bond Amounts must not be reduced to an amount which is less than 10 per cent of the Required Face Value.

(d) Following Practical Completion of all the Bond Works, the Bond Amounts will be reduced to an amount which is equal to 10 per cent of the Required Face Value.

1.3 Adjustment of Bond Amounts

(a) On each Adjustment Date the Bond Amounts are to be adjusted to the Revised Bond Amount as determined in accordance with the following formula:

$$RBA = \frac{BA \times A}{B}$$

where:

RBA is the Revised Bond Amount applicable from the relevant Adjustment Date;

BA is the Bond Amount that is current on the relevant Adjustment Date;

A is the CPI published immediately before the relevant Adjustment Date (and in the case of the first adjustment, 30 June 2012);

B is the CPI published immediately before the date of this Deed and, in the case of subsequent adjustments, the immediately preceding Adjustment Date.

No increase or other change will be made to the Revised Bond Amount where B is greater than A or where the Revised Bond Amount is less than 10 per cent of the Required Face Value.

(b) The Council must give the Developer written notice of the Revised Bond Amounts to apply from the relevant Adjustment Date.

(c) The Developer must give the Council replacement or further Bonds so that the Council holds Bonds for an amount equal to the Revised Bond Amounts no later than 15 Business Days after receipt of a notice given under paragraph 1.3(b) of this Schedule 10.

1.4 Release of Security

If upon the expiration of the Defects Liability Period:

(a) the Bonds have not been expended; and

(b) the Council (acting reasonably) is satisfied that there are no actual or contingent liabilities of the Council arising as a result of the performance of any Contribution Works comprising the Bond Works,

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then the Council will promptly return the Bonds, or the remainder of the monies secured under the Bonds (as the case may be), to the Developer or as the Developer directs.

2. Face value of Bond

If a Bond is required to be provided by the Developer to the Council under this Deed, then the Developer must procure and give to the Council a Bond with a face value of an amount equivalent to the amount and at the time specified in this Deed.

3. Expiry of Bonds

If, despite the requirements of this Deed, any Bond provided by the Developer is expressed as expiring on a certain date, the Developer must provide the Council with a replacement Bond 20 Business Days prior to the expiry of any Bond subject to paragraph 4 of this Schedule 10.

4. Failure to replace expired Bond

If the Developer fails to provide the Council with a replacement Bond in accordance with paragraph 3 of this Schedule 10, the Council may call on the full amount of such Bond after giving 10 Business Days prior written notice to the Developer.

5. No limitation of obligations

The provision of the Bond does not:

(i) relieve the Developer from any of its obligations under any other provision of this Deed; or

(ii) limit the right of the Council to recover from the Developer in full all money payable to the Council under this Deed, including without limitation, interest on any such amounts or damages or other losses incurred by the Council.

6. Cash deposit

(i) If the Council makes demand under any Bond pursuant to paragraph 4 of this Schedule 10, the Council must hold the full amount so paid to the Council as a cash deposit (**Cash Deposit**) in a separate account opened with any body corporate that is an ADI (authorised deposit-taking institution) for the purposes of the Banking Act, 1959 in the name of the Council and with beneficial ownership vesting at all times in the Council (**Cash Deposit Account**). The Cash Deposit will operate to secure the same obligations under this Deed that the relevant Bond secured.

(ii) As beneficial owner of the Cash Deposit, the Council may, at any time and without notice to the Developer, withdraw money (including accrued interest) from the Cash Deposit Account and retain that money absolutely to satisfy or reimburse the Council for any liability, loss, cost, charge or expense incurred by the Council because of failure by the Developer to comply with those of the Developer's obligations under this Deed that the relevant Bond secured.

(iii) All Costs, charges, duties and taxes payable in connection with the Cash Deposit Account or interest accruing on moneys credited to the Cash Deposit Account may be satisfied by the Council withdrawing money from the Cash Deposit Account and applying the money for that purpose.

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(iv) If no moneys are, or may become, payable to the Council under this Deed in connection with the obligations under this Deed secured by the relevant Bond and the Developer has satisfied all of its obligations under this Deed which were secured by the relevant Bond, the Council must pay the balance of the Cash Deposit Account, less all Costs, charges, duties and taxes payable in connection with such payment, to the Developer.

(v) For the avoidance of doubt, the Developer has no right to require the Council to release the Cash Deposit until the Council is reasonably satisfied that no moneys are, or may become, payable to the Council under this Deed in relation to obligations secured by the relevant Bond.

7. Release of Cash Deposit

The Council must release the Cash Deposit to the Developer if the Developer provides the Council with a replacement Bond complying with the requirements of paragraph 3 of this Schedule 10.

8. Claims under Bond

The Developer agrees that the Council may after giving at least 10 business days prior written notice to the Developer make claims under a Bond provided by it on the following basis the Council may call upon the Bond (in full or in part) in the event that:

(c) the Developer breaches its obligation to carry out and complete any of the Bond Works in accordance with this Deed; and

(b) a notice has been issued by Council requiring the Developer to remedy the breach in accordance with the requirements of paragraph 1 of Schedule 6, and the breach remains unremedied following the expiry of the rectification period specified in that notice,

and retain and use such monies in its discretion to compensate the Council for the Developer's breach of those obligations.

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Schedule 11 - Assignment and Dealing

1.1 Developer's proposed assignment of rights

(a) Unless the matters specified in paragraph 1.1(b) of this Schedule 11 are satisfied and subject to paragraph 1.1(c) of this Schedule 11, the Developer is not to assign or novate to any person the Developer's rights or obligations under this Deed.

(b) The Developer must not assign or novate to any person its rights or obligations under this Deed and the Developer must not transfer the whole or any part of the Land or its interest in the Land unless the prior written consent of Council is obtained. The Council must not unreasonably withhold its consent in circumstances where the following matters have been satisfied:

(i) the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Deed are to be assigned or novated (**incoming party**), of a deed poll in favour of the Council in the form of Schedule 15, completed in a manner satisfactory to the Council. Such deed includes covenants that the incoming party:

A. will perform the obligations of the Developer under this Deed; and

B. is bound by the terms and conditions of this Deed (relevant to the Developer as if the incoming party had executed the Deed;

(ii) the Developer demonstrates to the reasonable satisfaction of the Council that:

A. the incoming party is solvent; and

B. the incoming party provides to the Council a letter undertaking that any development of the Land will meet the Green Infrastructure requirements of this Deed; and

(iii) the Developer is not in breach of this Deed with respect to the relevant part of the Land in case of an assignment or novation of the Developer's interest in part of the Land only, unless the breach is waived by the Council.

1.2 Right of Owner to sell Land

(a) The Owner must not sell or transfer the whole or any part of the Land or any of their interest in the Land (and must procure that the whole or any part of the Land is not sold or transferred) prior to this Deed being removed from title to that Land (or any part of it) unless before any such sale, transfer or disposal of any such part of the Land or such part of their interest in the Land to another person (**Transferee**) the Owner obtains Council's prior written consent. The Council must not unreasonably withhold its consent in circumstances where the requirements specified in paragraph 1.1(b) of this Schedule 11 are satisfied, with the exception of paragraph 1.1(b)(ii)(B) of this Schedule 11 in circumstances where the Transferee will not be carrying out the development.

(b) Paragraph 1.2(a) does not apply:

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(i) to the transfer of a single lot in a strata plan (irrespective of whether the strata plan has been registered); or

(ii) if the Owner is Waverley Council, provided that:

(i) the land is sold and transferred in accordance with the tendering requirements of the *Local Government Act 1993*; and

(ii) Waverley Council first procures the execution of the Green Infrastructure Deed by the Transferee.

(c) Paragraph 1.2(a) does not apply where the Owner transfers any part of the Land to the Developer. The transferee under paragraph 1.2(c) must notify Council in writing within 20 Business Days of the transfer indicating that the transfer has occurred and identifying what Land has been transferred.

1.3 Council's Costs

The Developer must pay to the Council (or reimburse the Council on demand) for all the Costs and Legal Costs incurred by the Council in connection with any assignment or dealing proposed under paragraphs 1.1 or 1.2 of this Schedule 11.

1.4 Council's assignment of rights

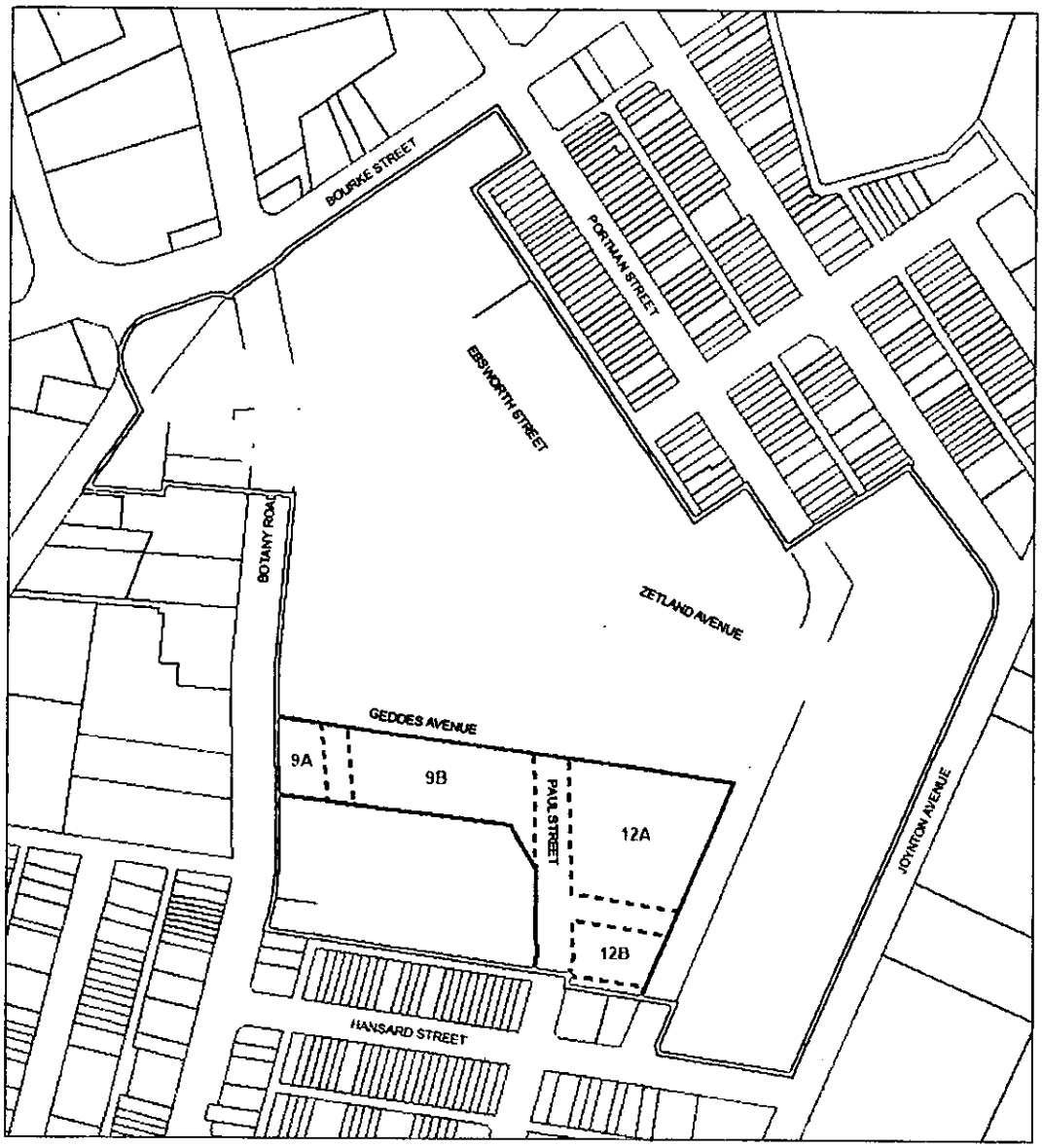
Council may assign its rights under this Deed to any successor in title.

1.5 Council to act promptly

The Council must act promptly in dealing with any application made by the Developer in respect of any proposed assignment or dealing proposed under paragraphs 1.1 or 1.2 of this Schedule 11.

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Schedule 12 – Site Identification Plan



SITE IDENTIFICATION PLAN
105-115 Portman Street, Zetland
Green Square Town Centre

Green Square Town Centre
Site
Development Sites

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Schedule 13 - General Provisions

1.1 Approvals and Consent

Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party will not unreasonably withhold an approval or consent to be given under this Deed but may give its approval or consent subject to any conditions reasonably determined by that Party.

1.2 Costs

(a) Unless otherwise specified in this Deed, all Costs and Legal Costs relating to this Deed are to be borne by the Parties in the proportions specified in Schedule 14 and are payable on demand.

(b) Without limiting paragraph 1.2(a) of this Schedule 13, the Developer agrees to pay or reimburse the Council on demand for:

(i) Costs and Legal Costs of the Council in connection with:

A. exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this Deed, including in connection with the Developer or the Landowner's default;

B. any waiver, variation, release or discharge of this Deed requested by the Developer or the Landowner; and

(ii) Taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Deed or a payment or receipt or any transaction contemplated by this Deed.

(c) Without limiting paragraph 1.2(a) of this Schedule 13, the Council agrees to pay or reimburse the Developer on demand for:

(i) Costs and Legal Costs of the Developer in connection with:

A. exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this Deed, including in connection with the Council's default;

B. any waiver, variation, release or discharge of this Deed requested by the Council; and

(ii) Taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Deed or a payment or receipt or any transaction contemplated by this Deed.

1.3 Effect of terms and conditions in Schedules and Annexures

The Parties agree to comply with the terms and conditions contained in the Schedules and Annexures as if those terms and conditions where expressly set out in full in the operative parts of this Deed.

1.4 Entire agreement

To the extent permitted by law, in relation to its subject matter only, this Deed:

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(d) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and

(b) supersedes any prior written or other agreement of the parties.

1.5 Further acts

Each Party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Deed and all transactions incidental to it.

1.6 Governing Law and jurisdiction

This Deed is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

1.7 Enforcement

(a) This Deed may be enforced by any Party in any court of competent jurisdiction.

(b) For the avoidance of doubt, nothing in this Deed prevents:

(i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates; and

(ii) an Authority or the Council from exercising any function under the EP&A Act or any other Law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates; and

1.8 No fetter

Nothing in this Deed is to be construed as requiring an Authority (including the Council) to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

(a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and

(b) nothing in this Deed imposes any obligation on an Authority to:

(i) grant any Development Consent; or

(ii) exercise any function or power under the EP&A Act in relation to a change, or a proposed change, in an environmental planning instrument.

1.9 Representations and warranties

(a) Each Party each individually represents and warrants that:

(i) (**power**) it has power to enter into this Deed and comply with its obligations under the Deed;

(ii) (**no contravention or exceeding power**) this Deed does not contravene its constituent documents (if any) or any law or obligation

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by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;

(iii) (**authorisations**) it has in full force and effect the authorisations necessary for it to enter into this Deed to which it is a party, to comply with its obligations and exercise its rights under this Deed and to allow this Deed to be enforced;

(iv) (**validity of obligations**) its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of the Deed;

(v) (**no immunity**) does not have immunity from the jurisdiction of a court or from legal process; and

(vi) (**benefit**) it benefits by entering into this Deed to which it is a Party.

(b) Each Party acknowledge that each other Party has entered into this Deed to which it is a party in reliance on the representations and warranties in this paragraph 1.9 of this Schedule 13.

1.10 Severability

(a) If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

(b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

1.11 Modification

Except for the variations contemplated under clause 23 to this Deed, no modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties as a Deed.

1.12 Waiver

(a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.

(b) A waiver by a party is only effective if it is in writing.

(c) A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

1.13 Confidentiality

The Parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public Deed and exhibited or reported without restriction by any Party.

1.14 Release and indemnity

(a) The Developer agrees that the obligation to provide the Development Contributions is at the risk of the Developer. The Developer releases the Council

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from any Claim, liability or loss arising from, and Costs and Legal Costs incurred in connection with, the Developer's obligation to provide the Development Contributions.

(b) The Developer indemnifies the Council against all liabilities or loss arising from, and any Costs and Legal Costs incurred in connection with the Council enforcing the Developer's obligation to provide the Development Contributions in accordance with this Deed and/or the Council exercising the Council's rights under or by virtue of this Deed.

(c) The indemnity in paragraph 1.14(b) of this Schedule 13 is a continuing obligation, independent of the Developer's other obligations under this Deed and continues after this Deed ends.

(d) It is not necessary for a Party to incur expense or to make any payment before enforcing a right of indemnity conferred by this paragraph 1.14

(e) A Party must pay on demand any amount it must pay under an indemnity in this paragraph1.14.

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Schedule 14 - Costs

The Developer is to pay Council's legal costs associated with the preparation and execution of this Deed being the sum of $5,000 (Excluding GST).

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Schedule 15 - Novation Deed

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Novation Deed

Council of the City of Sydney
Council

[Insert Developer's name]
Transferor

[Insert Transferee's name]
Transferee

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Novation Deed made at **on**

Parties **[#INSERT]**
(Council)

[#INSERT]
(Transferor)

[Insert Transferee's name] of *[insert]* **(Transferee)**

Recitals

A The Council and the Transferor are parties to the Original Agreement.

B The Transferor is defined as the Developer (*or the Owner) under the terms of the Original Agreement.

C The Original Agreement relates to the whole of the Land.

D The Transferor wishes to assign its rights and obligations under the Original Agreement to the Transferee.

E The parties to this Deed have agreed to the novation of the Transferor's obligations under the Original Agreement to the Transferee.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Effective Date means [#INSERT].

Land has the meaning given to that term in the Original Agreement.

Original Agreement means the voluntary planning agreement dated [#INSERT] and made between the Council, the Owner and the Developer.

Required Obligations means the Owner's or the Developer's obligations (as the case may bed) under the terms of the Original Agreement.

1.2 References to certain general terms

In this deed unless the contrary intention appears:

(a) a reference to this deed or another instrument includes any variation or replacement of them;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

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(d) the word person includes a firm, body corporate, an unincorporated association or an authority;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

(g) a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to anyone or more of them;

(h) "include" in any form when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar nature; and

(i) capitalised terms which are used in this deed but are not otherwise defined have the meaning given to them in the Original Agreement.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

---

2. Novation

2.1 Original Agreement

Subject to clause 2.4 and with effect from the Effective Date:

(a) the Transferee is substituted for the Transferor as a party to the Original Agreement, and agrees to perform the Required Obligations;

(b) the Transferee will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the Transferee was a party to the Original Agreement instead of the Transferor insofar as the Original Agreement relates to the Required Obligations; and

(c) the Transferor is released and discharged from all obligations and liabilities, and from all claims (whether for Costs, Legal Costs, damages, fees or otherwise), arising under the Original Agreement insofar as the Original Agreement relates to the Required Obligations.

2.2 Performance by Transferee

The Transferee must perform all of the Transferor's obligations under the Original Agreement as if named as the Transferor, whether or not the relevant obligations relate to works performed prior to the date of this Deed, including, but not limited to:

(a) the delivery of all public benefits to Council (including the Contribution Amounts, Contribution Lands and Contribution Works and Public Benefits); and

(b) the provision of all Guarantees to Council.

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2.3 Release of Guarantees

The parties expressly acknowledge and agree that:

(a) Council will release any Guarantee provided to Council by the Transferor under the provisions of the Original Agreement to the Transferor (or as the Transferor otherwise directs in writing) promptly and in any event within 14 days of the provision of replacement Guarantee by the Transferee; and

(b) Nothing in this clause 2.3 will be read or construed as a waiver of any right held by Council relating to or arising from the performance of the Original Agreement by the Transferor before the date of this Deed.

2.4 Liability before Effective Date

Notwithstanding clause 2.1, the Transferor is not released, relieved or discharged from liability under the Original Agreement before the Effective Date, or any breach of any provision of the Original Agreement by the Transferor occurring before the Effective Date (to the extent that it is not remedied by the Effective Date) in so far as the Original Agreement relates to the Required Obligations.

2.5 Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

---

4. GST

Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

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5. Stamp duty and costs

(a) The Transferor and the Transferee are jointly and severally liable for the Council's Legal Costs of and incidental to the negotiation, preparation and execution of this deed, and must reimburse the Council for such Legal Costs promptly on demand.

(b) The Transferee will pay all stamp duty arising directly or indirectly from this deed.

6. Further acts

(a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

(b) This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

7. Governing law

This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

8. Counterparts

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

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Executed as a Deed.

Executed by **THE COUNCIL OF THE CITY OF SYDNEY** by its duly appointed attorney Monica Patricia Barone pursuant to Power of Attorney registered No. 4571, book 672 (who hereby states that she has no notice of revocation of such appointment) in the presence of:

Witness (signature)

Signature of attorney

Name (printed)

Address of witness: 456 Kent Street, Sydney

MONICA PATRICIA BARONE

BRIDGEHILL (ZETLAND) PTY LTD (ACN 165 267 641) in accordance with section 127 of the *Corporations Act 2001*:

Signature:

YIBIN XU

Position: Director

Signature:

YI CHENG JIANG

Position: Director

Executed by **WAVERLEY COUNCIL** pursuant to the resolution of WAVERLEY COUNCIL on 20 August 2013, in the presence of:

Witness (signature):

Name (printed):
Mayor/Acting Mayor

Witness (signature):

ATHANASIOS KYRON
General Manager

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Executed as a deed.

COUNCIL OF THE CITY OF SYDNEY)
by its duly appointed attorney **[#INSERT]**)
Power of Attorney registered book)
[#INSERT] No. **[#INSERT]** in the)
presence of:)

Witness (signature):

Name (printed):

[INSERT NAME]

Executed by **[insert Transferor]** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Director

Name of Director in full

Executed by **[insert Transferee]** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

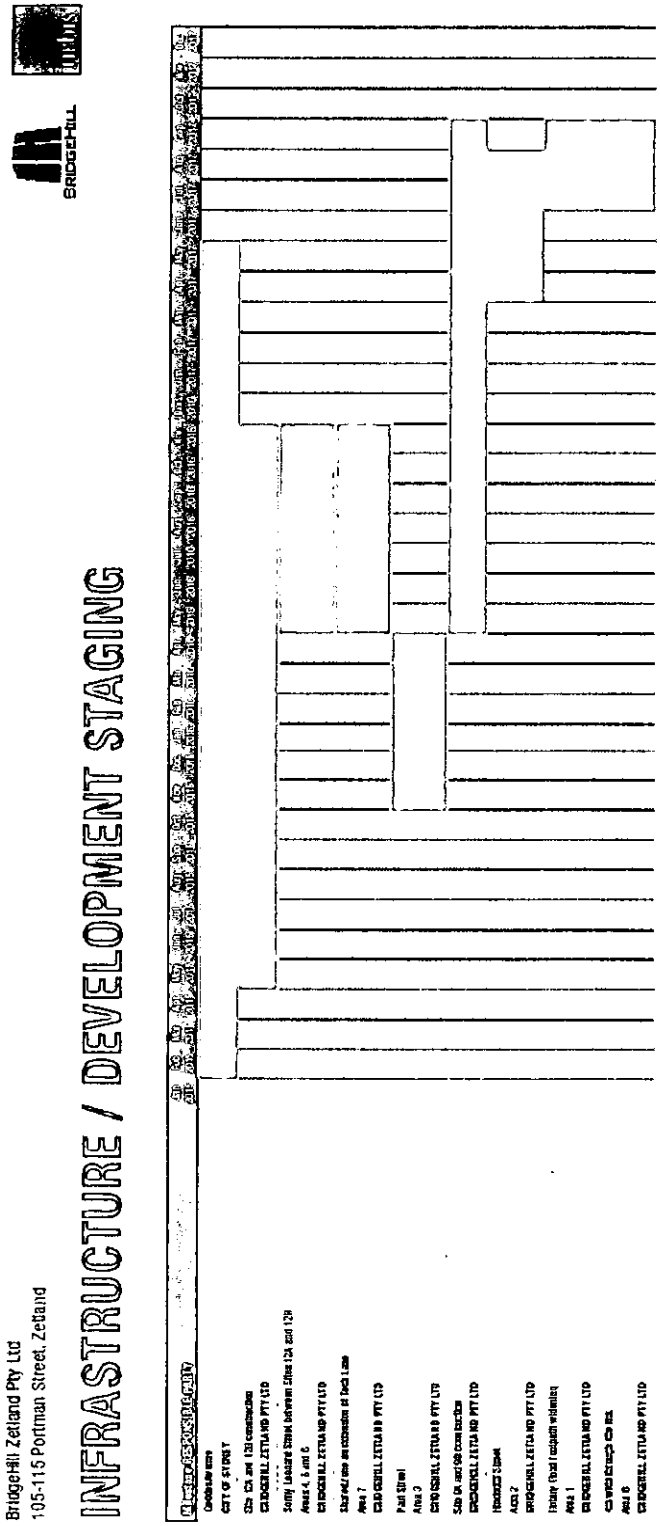
Name of Secretary/other Director in full

Signature of Director

Name of Director in full

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Schedule 16 - Development Program

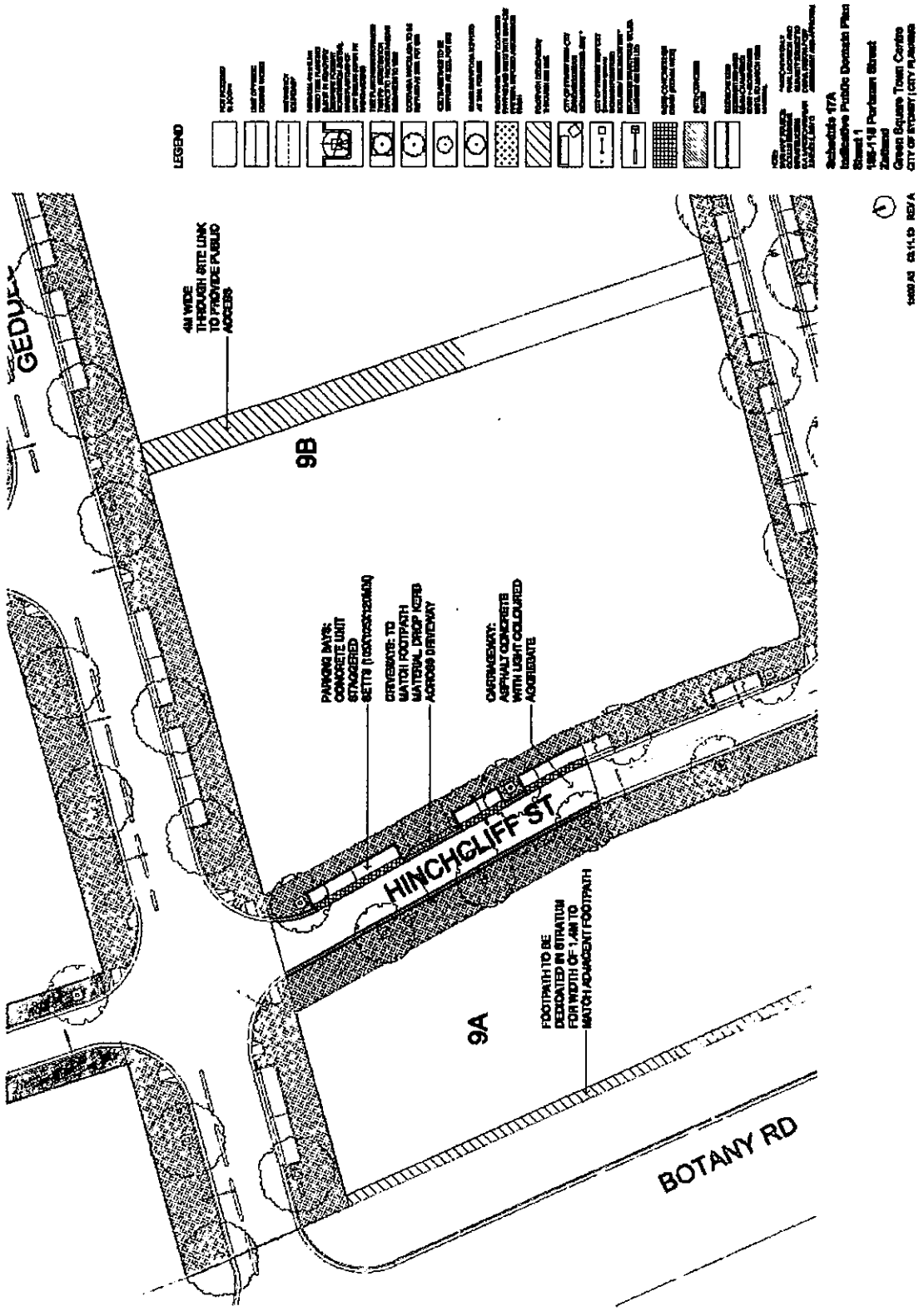


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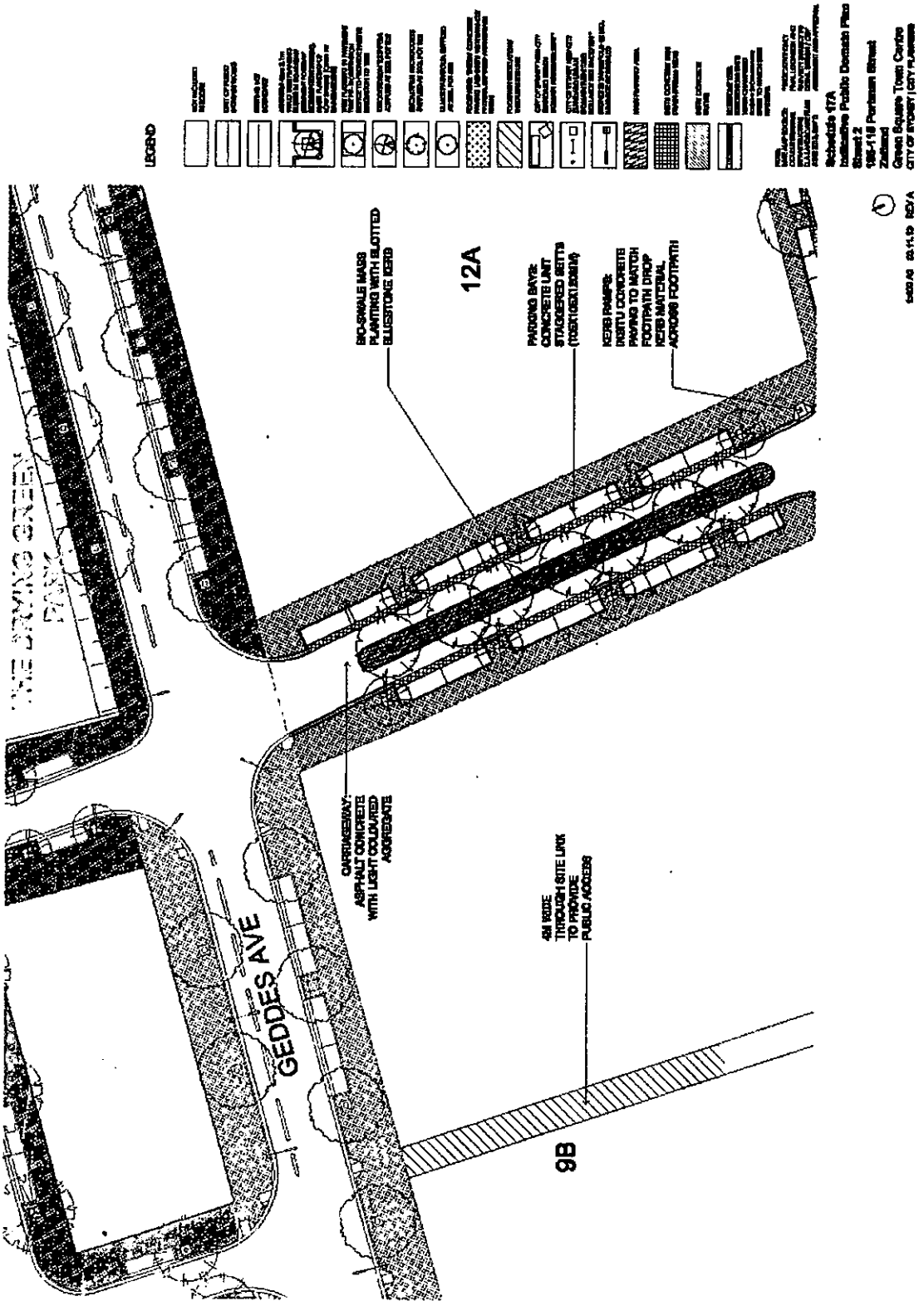
Schedule 17 – Indicative Public Domain Plan

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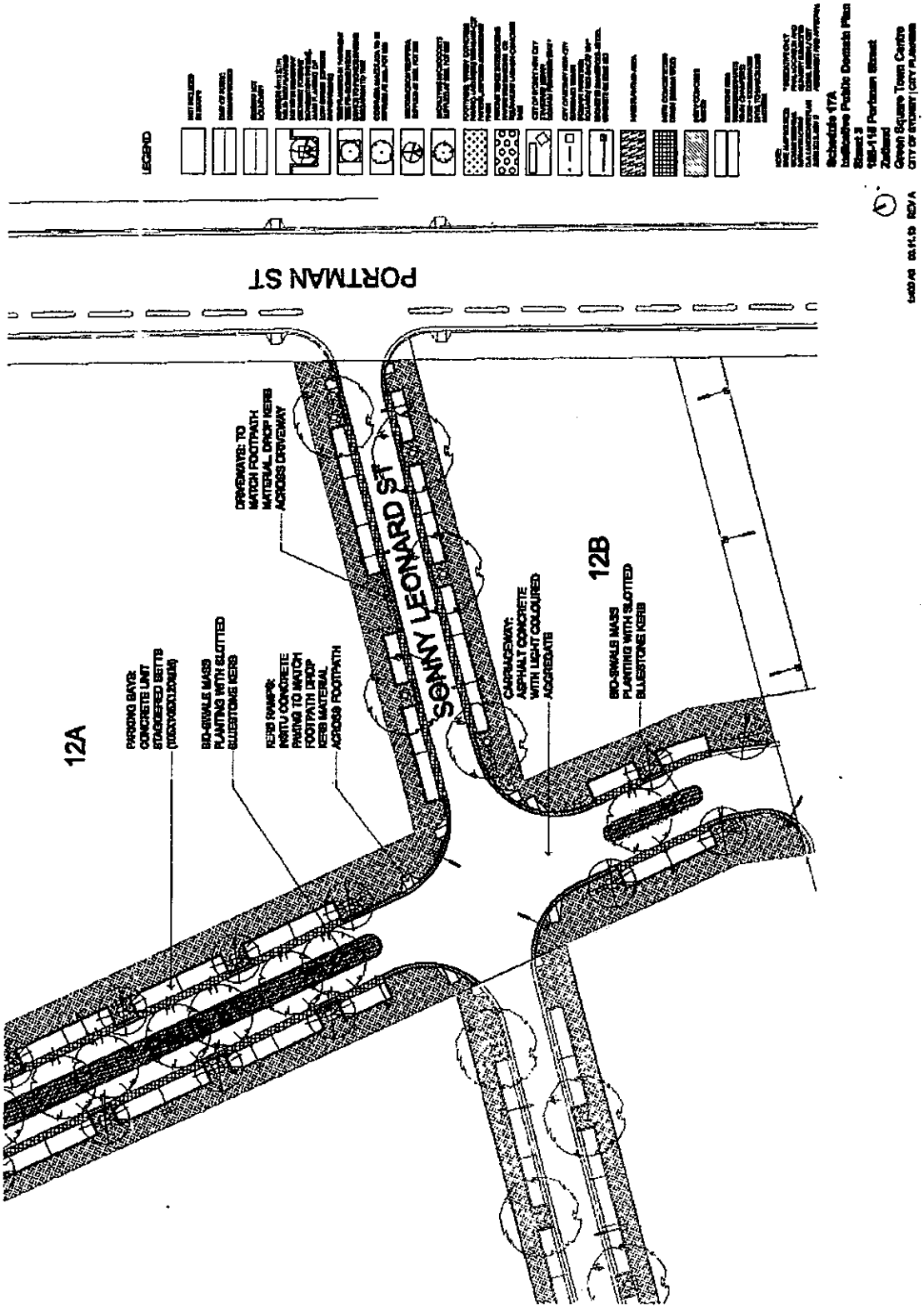
Schedule 17A



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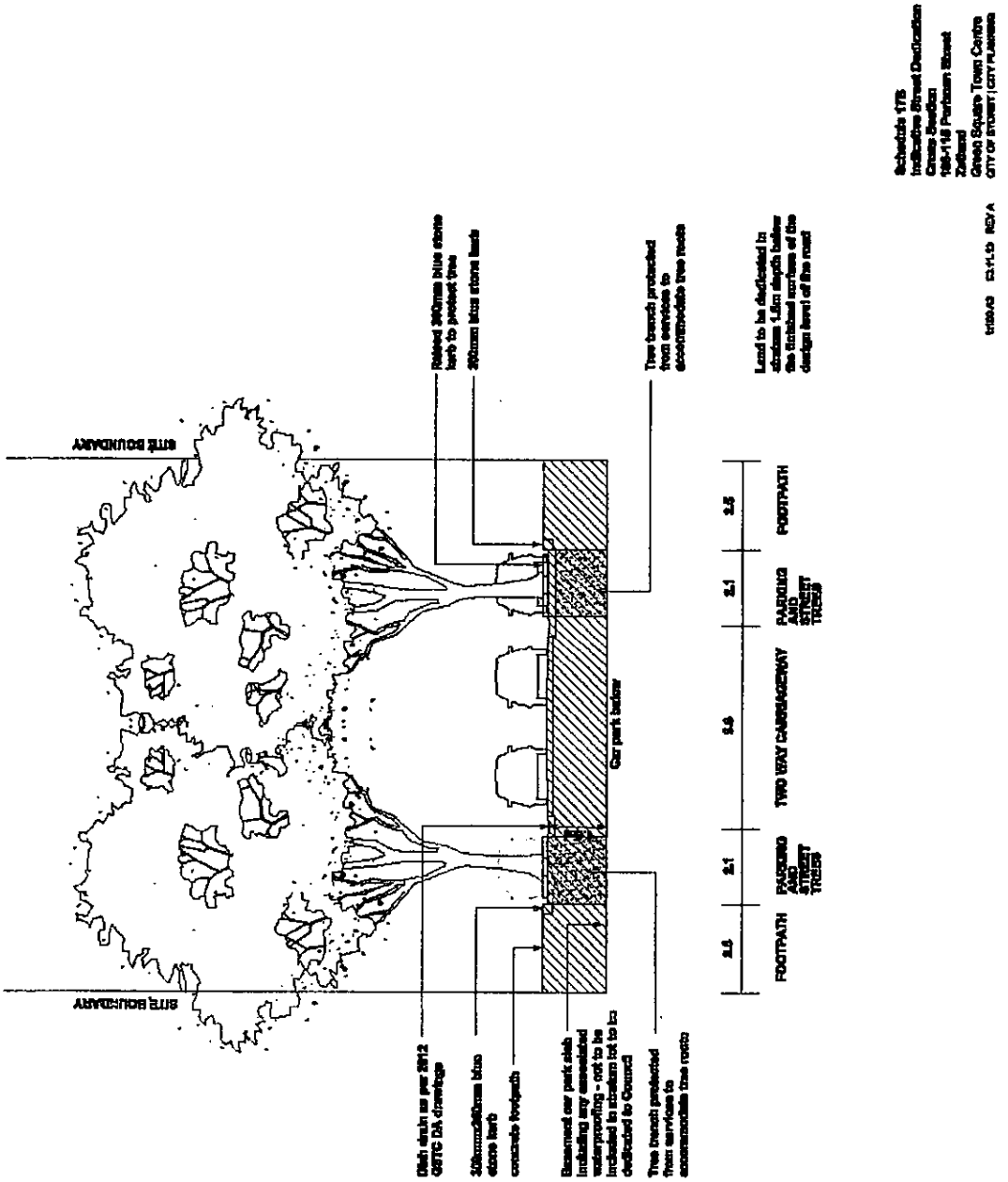


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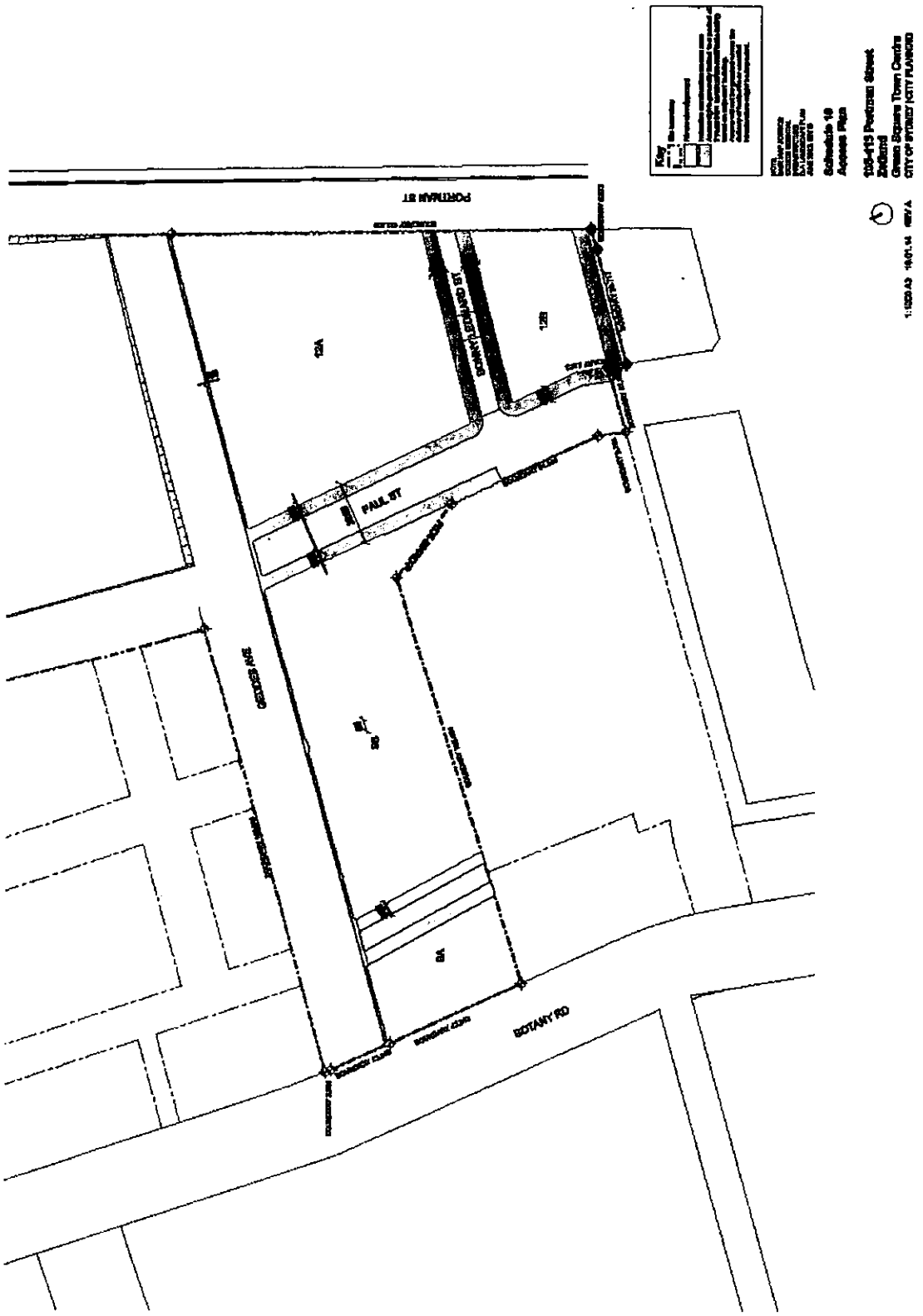
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Schedule 17B



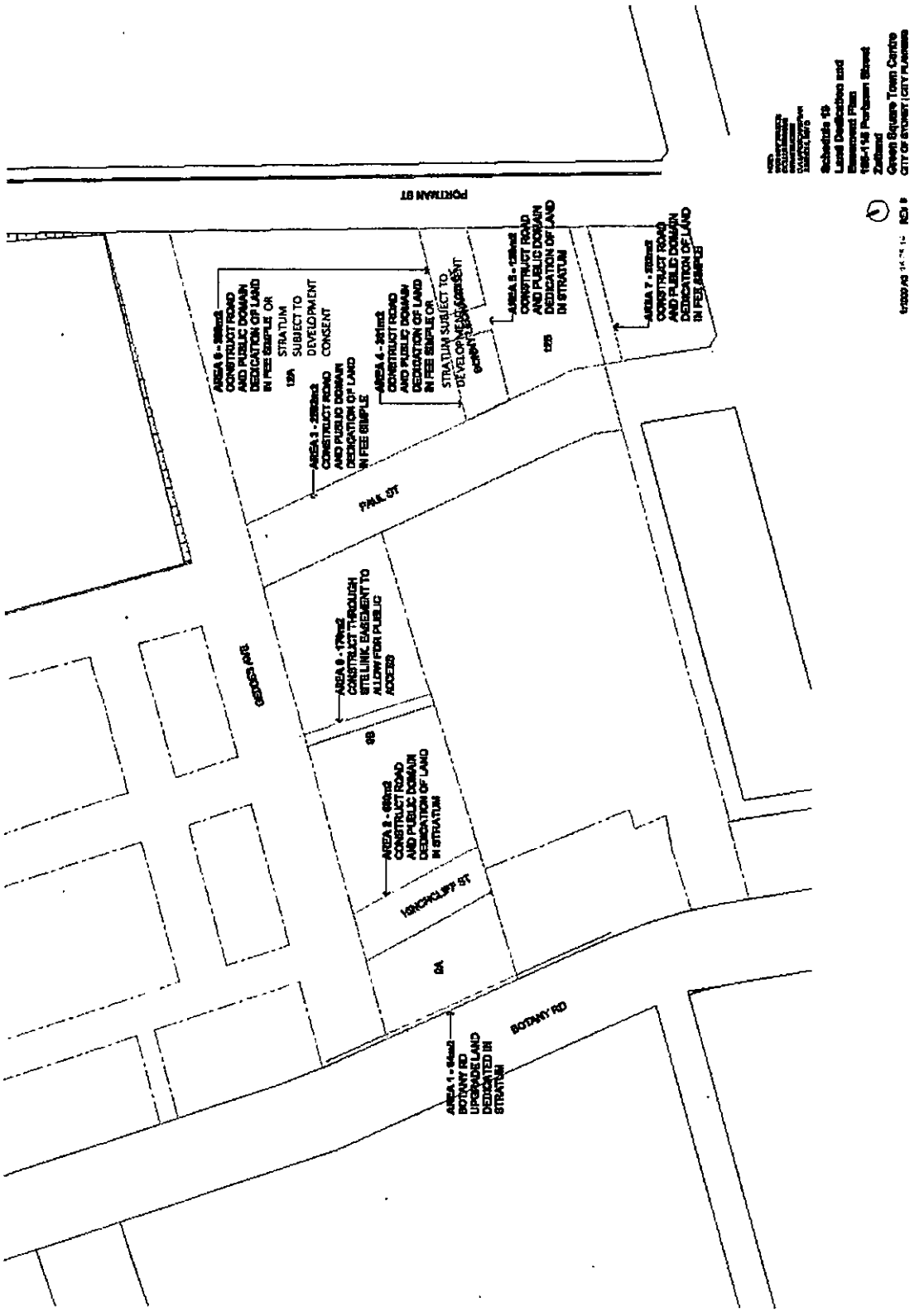
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Schedule 18 - Access Plan



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Schedule 19 - Land Dedication and Easement Plan



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Exhibit A - Explanatory Note

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EXPLANATORY NOTE

Cl. 25E of Environmental Planning and Assessment Regulation 2000

Draft Planning Agreement – Green Square Town Centre – Bridgehill (Zetland) Pty Limited – 105-115 Portman Road, Zetland (Land)

Introduction

The purpose of this Explanatory Note is to provide a summary to support the notification of a draft Planning Agreement (**Planning Agreement**), under Section 93F of the *Environmental Planning and Assessment Act* 1979 (**Act**), prepared in connection with a request to rezone and undefer the Land .

The Land is currently zoned *"Zone No 4(a) – Industrial General"* under the provisions of the *City of Sydney Planning Scheme Ordinance 1971* (**Planning Scheme**).

The proposed controls are contained in the *Planning Proposal Sydney Local Environmental Plan 2010 (Green Square Town Centre) – Sites 301 Botany Road, 501 Botany Road, 509 Botany Road, 3 Joynton Avenue, 511-515 Botany Road, 97-115 Portman Street, 811 Elizabeth Street, Zetland; 312-318 Botany Road, 320-322 Botany Road, 324 Botany Road, 318A Botany Road, 6-12 O'Riordan Street and 2A Bourke Road, Alexandria* for which there was a Gateway Determination issued by the delegate of the Minister under section 56 of the EP&A Act on 4 March 2011 (**Planning Proposal**). The Planning Proposal provides for a *B4-Mixed Use* zone on the Land if the Land was to be undeferred under the provisions of the LEP. A *B4-Mixed Use* zone would allow a high density residential development, retail uses, roads and public domain areas to be provided on the Land.

The un-deferral of the Land will allow development in accordance with the proposed controls in the Planning Proposal. The Planning Proposal was prepared in accordance with Section 55 of the Act and the requirements under the Gateway Determination.

The Council and the Central Sydney Planning Committee approved the Planning Proposal on 2 April 2012 and the 29 March 2012 respectively, but with the provisions being 'deferred' from operation. The 'deferral' is to ensure the timely delivery of essential infrastructure to support redevelopment of the Town Centre under the LEP, which, when undeferred, allows for a mix of uses and significantly more development capacity than what can be achieved under the controls in the Planning Scheme.

The LEP, that puts into effect the Planning Proposal, came into effect on 6 September 2013 with the Land being 'deferred' from the LEP under Section 59(3) of the Act. The LEP seeks to enable the redevelopment of the Land (once undeferred) to facilitate the achievement of the vision for the Green Square Town Centre to become the major centre for the Green Square Urban Renewal Area.

The Planning Agreement specifies the public benefits to be provided by the Developer in connection with the Development. The public benefits are to be provided in lieu of any contributions attributable to the Land under the Council's Development Rights Scheme (**DRS**) under the *Green Square Town Centre Infrastructure Strategy (2006).*

Contributions under sections 94, 94A and 94EF of the Act and affordable housing contributions are not excluded under the Planning Agreement and are therefore payable by the Developer if Development Consent is granted for the Development.

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation* 2000 (**Regulation**).

For the purposes of this explanatory note, capitalised terms which are used in this explanatory note but which are not otherwise defined have the meaning given to those terms in the Planning Agreement.

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This Explanatory Note is not to be used to assist in construing the Planning Agreement.

1. Parties to the Planning Agreement

The parties to the Planning Agreement are Bridgehill (Zetland) Pty Ltd (**Developer**), Waverley Council (**Owner**) and the Council of the City of Sydney (**Council**).

2. Description of the Land

The Planning Agreement applies to Lot 3 in Deposited Plan 1181144, being the whole of the land in Certificate of Title Folio Identifier 3/1181144 and known as 105-115 Portman Street, Zetland (**Land**).

3. Description of the Proposed Change to the Environmental Planning Instrument and Development

The provisions of the LEP are deferred under Section 59(3) of the Act and the Land's current zoning is *Zone 4a General Industrial* under the Planning Scheme until the LEP is un-deferred. The proposed controls are contained in the Planning Proposal which provides for:

(a) a B4 Mixed Use zone on the Land;

(b) maximum floor space ratio (FSR) of 1.81:1 and where Design Excellence provisions are applied, a maximum FSR of 2.0:1;

(c) maximum building heights ranging from five storeys on the southern portion to 10 storeys along Geddes Avenue, rising to 12 storeys on Botany Road, and where a competitive design process is undertaken, six storeys on the southern portion to 14 storeys on the corner of Geddes Avenue/Portman Street and on Botany Road;

(d) the provision of land for the public domain; and

(e) a publicly accessible through-site-link.

The LEP seeks to enable the redevelopment of the Land (once undeferred) to facilitate the achievement of the vision for the Green Square Town Centre to become the major centre for the Green Square Urban Renewal Area.

The un-deferral of the Land will allow development in accordance with the proposed controls contained within the Planning Proposal.

4. Summary of Objectives, Nature and Effect of the Planning Agreement

The objective of the Planning Agreement is to ensure the provision of public facilities and essential infrastructure in accordance with the Council's DRS under the *Green Square Town Centre Infrastructure Strategy (2006)* as generated by the incoming population resulting from the development of the Green Square Town Centre.

The Planning Agreement will also assist in Council achieving the objectives of the *City of Sydney Sustainable Sydney 2030* strategy by requiring the Developer to incorporate within the Development, Green Infrastructure (**GI**) technology that will enable future residents to use Council's GI network.

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In order to secure the obligations of the Developer under the Planning Agreement, the terms of the Planning Agreement requires the provision of security in the form of Bonds, the registration of the Planning Agreement on the title of the Land and allows the Council to acquire the Contribution Land.

The Public Benefits to be provided under the Planning Agreement are summarised as follows:

a. Contribution Land

The Developer agrees to transfer, at its cost, part of the Land to Council for roads, a pedestrian connection and for the Botany Road upgrade, in fee simple and in stratum.

b. Monetary Contributions

The Developer agrees to provide a monetary contribution totalling $1,014,630.04 in accordance with the DRS under the *Green Square Town Centre Infrastructure Strategy* (2006). Expenditure of these monies will be for various public infrastructure works within the Green Square Town Centre. The value of the works-in-kind to be carried out by the Developer under the Planning Agreement has been offset against the Developer's DRS contributions.

c. Works-in-kind

The Developer agrees to deliver, at its cost, the following works:

(i) the remediation of the Contribution Land so that they are made suitable for their use as road and public domain; and

(ii) the construction of areas 1, 2, 3, 4, 5, 6, 7, 8 in *Schedule 19 - Land Dedication and Easement Plan* of the Planning Agreement.

d. Green Infrastructure Contribution Works

The Developer agrees to deliver, at its cost, Green Infrastructure Contribution Works (**GI Contribution Works**) within each of the buildings to be constructed on the Land within the Development so as to enable those buildings to be connected to Council's GI that is proposed to be delivered by Council within the Green Square Town Centre.

The Green Infrastructure Deed (**GI Deed**) provides for the delivery of the GI by Council (which is an exhibit to the Planning Agreement).

Council's GI may or may not be delivered by Council.

The GI Contribution Works comprise works to facilitate connection with:

a. Non-potable Recycled Water Network; and

b. Trigeneration System that will deliver hot water to each building for various purposes including cooling and heating,

which the Council may or may not deliver.

Where the Council provides notice to the Developer that it will not deliver an aspect of the GI Works, the Developer is not required to provide the respective GI Contribution Works.

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e. Other Public Benefits

The Developer agrees to deliver, at its cost, the registration of:

a. an easement on the Land that benefits the Council for the purpose of a public access way; and

b. easements on the Land that benefit the Council for the purpose of installing, delivering, connecting and accessing and maintaining the Council's GI within buildings.

6. Assessment of the merits of the Planning Agreement

(a) How the Planning Agreement promotes the public interest and one or more of the objects of the Act

The Planning Agreement promotes the objects of the Act, in particular object (iv) which is "*the provision of land for public purposes*" because it will improve and provide land for public purposes.

The Planning Agreement requires the Developer to dedicate land for roads, a pedestrian connection, and for the Botany Road upgrade. It also requires easements for public access in accordance with the Council's objectives for the future development of the Green Square Town Centre.

The Developer is also required under the Planning Agreement to provide a monetary contribution to Council to provide public infrastructure within the Green Square Town Centre.

The Planning Agreement also provides for the Developer to incorporate connections in buildings forming part of the Development to facilitate cutting-edge GI technology that will allow future occupants the benefit of utilising environmentally friendly utility services such as tri-generation and a non-potable recycled water network.

(b) How the Planning Agreement promotes elements of the Council's charter

The Planning Agreement promotes a number of elements of the Council's charter under section 8 of the *Local Government Act* 1993 (NSW). In particular it promotes Council's long-term strategic planning on behalf of the local community.

The Council's strategic planning for Green Square and its Town Centre envisions an attractive, vibrant and sustainable urban place which provides a publicly accessible square and new pedestrian, bike and road access through the Green Square precinct.

The Planning Agreement requires the Developer to dedicate land for roads, a pedestrian connection, and for the Botany Road upgrade. It also requires the Developer to construct and embellish those lands in accordance with Schedule 3 of the Planning Agreement. This is in line with the Council's future plan for the Green Square Town Centre.

In summary, the Planning Agreement promotes the Council's charter by ensuring the delivery of the Public Benefits under the Planning Agreement. Those Public Benefits represent:

(i) the provision of adequate, equitable and appropriate services and facilities for the community;

(ii) an appropriate response as to the provision and planning for the needs of the community; and

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(iii) the proper management and conservation of the environment, in a manner that is consistent with and promotes the principles of ecologically sustainable development.

(c) The impact of the Planning Agreement on the public or any section of the public.

The scope of the Planning Agreement will benefit the public and local community as it will improve the public domain by providing roads, a part upgrade of Botany Road, a pedestrian connection, and a through-site link within the Green Square Town Centre.

The Planning Agreement will also ensure the conservation of the natural environment by requiring the Developer to incorporate GI technology within the Developer.

The effect of the Planning Agreement is in accordance with the relevant provisions of the Planning Proposal for the Land and the *Green Square Town Centre Development Control Plan 2012* (**DCP**).

(d) Whether the Planning Agreement conforms with Council's capital works program

Yes. The Planning Agreement conforms with the Council's capital works program.

(e) The planning purpose or purposes of the Planning Agreement

The Planning Agreement ensures that the Council is implementing the site specific planning provisions as set out in the Planning Proposal for the Land and the **DCP**, which will facilitate the redevelopment of the Green Square Town Centre in accordance with the Council's strategic vision for Green Square.

The Planning Agreement will also provide a major public benefit in terms of the provision of roads, a part upgrade of Botany Road and a publically accessible through-site link within the Green Square Town Centre. In addition, the Planning Agreement will provide the capability of the occupants of the Development to utilise low carbon emitting energy sources by virtue of the proposed GI.

Given that the Planning Agreement seeks to address the infrastructure needs of the local area, as identified in DRS, the delivery of the public benefits being offered by the developer are considered a reasonable means of achieving the planning purpose of the Planning Agreement

(f) Compliance of certain requirements prior to issue of construction, occupation or subdivision certificates.

The Contributions under the Planning Agreement, including the contribution amounts, works in kind, contribution land dedication/transfer, GI Contribution Works and the provision of other public benefits such as easements, must be provided in accordance with the timing provisions in Schedule 3 of the Planning Agreement, which are linked, where relevant, to the issue of occupation certificates and construction certificates.

In summary, monetary contributions are to be paid to Council prior to the date on which a Construction Certificate is issued that creates any Habitable Space on the Sites. All monetary contribution amounts are subject to CPI indexation at the time of payment.

The transfer of the Contribution Land to Council, the creation of an easement to allow a public pedestrian connection and the Botany Road upgrade are required to be created or transferred (as

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the case may be) prior to the issue of an Occupation Certificate which relates to any habitable space forming part of a Building on the relevant Sites.

Additionally, the Developer is required to create certain easements and covenants on the title of the Land relating to the Contribution GI Works prior to the issue of Occupation Certificates for various parts of the Development.

For more specific details as to the compliance of certain requirements under the Planning Agreement prior to the issue of construction, occupation or subdivision certificates please refer to Schedule 3 of the Planning Agreement, a copy of which is attached to and forms part of this Explanatory Note.

In addition to the above, prior to the issue of the first Construction Certificate for any Building within the Development, the Developer is required to provide a Bond to the Council for the:

- First Required Face Value (i.e. $3,776,119.00) being the face value in relation to Stage 1 of the Development; and
- Second Required Face Value (i.e. $624,801.56) being the face value in relation to Stage 2 of the Development,

as security for its obligations under the Agreement relating to Bond Works and the Contribution Works.

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Annexure to Explanatory Note - Contributions Schedule (Schedule 3 of the Planning Agreement)

Table 1 – Contribution Amounts

Contribution		Date Contribution Amount is payable
1.	Subject to clause 23.1(B)(ii) of this Deed a Monetary Contribution of $1,014,630.04 as of 30 September 2013 and indexed in accordance with paragraph 1.2 below	To be paid prior to the date on which a Construction Certificate is issued for the creation of any part of Habitable Space on the Sites

Table 2 - Contribution Land

Contribution		Date Contribution Land is to be dedicated
1.	**The Contribution Land for Botany Road Upgrade in Stratum** The transfer of the Land, being land marked as Area 1 (approximately 64 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road, limited in height to the underside of any structure forming the first finished floor level directly above the ground level of the Building to a depth determined by the Developer, but that the depth must be at least 400mm below the finished surface design level as approved in the development consent for the Development Sites and is not to include any part of a structure associated with an adjoining stratum lot.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on Site 9A.
2.	**The Contribution Land for Road in Stratum** The transfer in stratum of part of the Land, being the land marked as Area 2 (approximately 680 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road, unlimited in height and to at least 1.5 metres below finished surface design level and is not to include any part of a structure associated with an adjoining stratum lot.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 9A or 9B.
3.	**The Contribution Land for Road in Fee Simple** The transfer in fee simple of part of the Land, being the land marked as Area 3 (approximately 2592 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 9B, 12A or 12B.
4.	**The Contribution Land for Road in Stratum** The transfer in fee simple of part of the Land, being the land marked as Area 5 (approximately 120 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road, unlimited in height and to at least 1.5 metres below finished surface design level and is not to include any part of a structure associated with an adjoining	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 12A or 12B.

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	stratum lot.	
5	**The Contribution Land for Road in Fee Simple, Stratum, or a combination of Fee Simple and Stratum** The transfer in fee simple, stratum, or a combination of fee simple and upper stratum, of part of the Land, being the land marked as Areas 4 and 6 (approximate total 759 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road and if in Stratum unlimited in height and to at least 1.5 metres below finished surface design level and is not to include any part of a structure associated with an adjoining stratum lot *See clause 1.1 of Schedule 5*	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Sites 12A or 12B.
6.	**The Contribution Land for Road in Fee Simple** The transfer in fee simple of part of the Land, being the land marked as Area 7 (approximately 252 square metres) in Schedule 19 - Land Dedication and Easement Plan, to the Council as Public Road.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on Site 12B.

Table 3 - Contribution WIK

Contribution		Date Contribution Works are to be delivered/achieve Practical Completion
1	**Remediation of Contribution Land** The Developer must ensure that prior to the Contribution Land being transferred to the Council: (i) The Contribution Lands are to be remediated in accordance with any Remediation Action Plan as approved by a Site Auditor so that they are made suitable for their use as road and public domain (as the case may be) in accordance with the Contaminated Lands Management Act 1997. (ii) Provide certification from a Site Auditor that the Contribution Lands have been remediated and are suitable for their intended use by Council as contemplated under the terms of this Deed. (iii) Suitably remediated or uncontaminated material must be provided from ground level to a minimum depth of 850 mm below designed ground levels indicated in Essential Infrastructure Consent and with any relevant environmental planning instruments and approvals and all structures removed. (iv) The Contribution Lands are to finished surface levels as indicated in the Essential Infrastructure Consent.	To achieve Practical Completion and Remediation verified by the Site Auditor prior to the date Contribution Land is to be dedicated as listed in Table 2 of Schedule 3.
2.	**Road, footpath and public domain construction and utility services installation** The Developer will undertake all road and footpath construction as indicated in Schedule 19 - Land Dedication and Easement Plan. The works are to be generally consistent with the Essential Infrastructure Consent and to at least the construction standard referred to in Schedule 17– Indicative Public Domain Plan (security for which works is to be provided for the value of the Required Face Value as indexed in accordance with paragraph 1.2 below) and in accordance with the	To achieve Practical Completion prior to the date contribution land is to be dedicated as listed in Table 2 of Schedule 3.

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	Codes. The works must include the following: (i) Roads including wear to surface, pavement, sub base, subgrade, kerb and gutter, drainage, line marking and sign posting; (ii) Paving, including compacted sub-grade, concrete substrate, concrete unit pavers; (iii) Kerb re-alignment and replacement (standard City of Sydney Council blue stone details); (iv) Drainage works; (v) Service requirements (power, potable and non-potable water, gas etc, including undergrounding these services with provision of a 1.5 metre depth below design ground level for these services); (vi) Adjustments to all existing services pits and man holes; (vii) Demolition of existing kerbs and infra-structure; (viii) Street lighting and associated services; (ix) Street trees and associated urban details; and (x) Traffic control and associated temporary infrastructure.	
3.	**Installation of Non-Potable Recycled Water Reticulation Pipework – Paul Street** (a) If the Developer has commenced construction for the Development at either Sites 9B, 12A or 12B prior to 30 June 2015 the Developer must: (i) supply install and test a Non-Potable Recycled Water reticulation pipework in part of Paul Street (described as Area 3 in Schedule 19), being that part of Paul Street between Sony Leonard Street and Geddes Avenue, in accordance with the detailed design provided by Council pursuant to clause 22; (ii) connect the section of pipework to Council's reticulation pipework in Geddes Avenue unless Council has not installed the reticulation pipework prior to 31 July 2015; and (iii) complete and hand over ownership of this Non-Potable Recycled Water reticulation pipework to Council. (b) Paragraph (a) is subject to clause 22.1 of this Deed.	By no later than 30 September 2015.
4.	**Installation of Non-Potable Recycled Water Reticulation Pipework – Hinchcliffe St** The Developer must: (a) supply, install and test a Non-Potable Recycled Water reticulation pipework in part of Hinchcliffe Street (described as Area 2 in Schedule 19), being that part of Hinchcliffe Street adjacent to Site 9A and Site 9B in accordance with the detailed design provided by Council pursuant to clause 22;	To achieve Practical Completion prior to the date Area 2 is to be dedicated as listed in Table 2 of Schedule 3.

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	(b) connect the section of pipework to Council's reticulation pipework in Geddes Avenue unless Council has not installed the reticulation pipework; and (c) connect this section of pipework to Council's reticulation pipework at the southern boundary of Area 2 unless Council has not installed the reticulation pipework.	

Table 4 - Contribution GI Works

Contribution		Date Contribution is to be delivered/achieve Practical Completion
1.	**Non-potable Recycled Water System** (c) The Developer must design and construct all buildings on the Land so as to be capable of providing a dual reticulation water system for water consumption. The system must be capable of fully connecting to the Non-potable Recycled Water Network provided by the Council in Green Square and must be configured to supply all toilets, washing machine taps, car wash bays, cooling towers and irrigation usage on the Land. As part of these requirements, the Developer must connect to the non-potable recycled water pipes installed by Council or, in the event that Council's Non-potable Recycled Water Network system is not operational at that time, connect the non-potable water pipes in the building to the town water (potable) pipes downstream of the Sydney Water town water meter (Non Potable Water Connection Point) and allow Council to disconnect the potable water supply from the non-potable water system and connect the recycled water network as soon as it becomes operational. b) Provide space of 1m x 1m x 2.4m (or as otherwise agreed by Council) and access for metering equipment, isolation valves and incoming pipes for recycled water at the Non Potable Water Connection Point at a location to be agreed between the parties; c) Provide space and access from the property boundary to the Non Potable Water Connection Point for installation of recycled water pipes of 1 metre in width; d) Non-potable recycled water supply static pressure will be a minimum of 15 m head at the property boundary; e) Non-potable recycled water supply quality will comply with the Australian Guidelines for Water Recycling regarding supply to toilets, washing machine taps, car wash bays, cooling towers and irrigation usage and have a Total Dissolved Solids consistent with the Australian Drinking Water Guidelines.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on each of the Sites.
2.	**Trigeneration System**	Prior to the issue of an Occupation Certificate which

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	2.1 Domestic Hot Water – All Buildings 1) The hot water supply for every building must be designed and configured so as to be capable of having Green Infrastructure Thermal Services as the primary source of domestic hot water heating energy supply and to ensure maximum greenhouse gas abatement. 2) Each building must be designed and constructed so as to be capable of receiving Green Infrastructure Thermal Services for domestic hot water heating from the secondary side of a heat exchanger supplied by Council located within an Energy Transfer Station (ETS) located within the building basement. The hot water off take temperature from the secondary side of the heat exchanger will be 97°C and the cool water return temperature no less than 78°C. 3) The Developer may install an additional centralised standalone gas fired hot water system subject to 1) above. If installed by the Developer the stand alone gas fired boiler or calorifier must be provided with gas input and heat output meters so that any energy consumed by and supplied from the stand alone system can be separately identified from the Green Infrastructure Thermal Services supply of domestic hot water which will be separately metered. 4) If the Developer requires separate metering and billing of hot water usage in individual residential units the Developer must install individual hot water meters for each strata unit in the building. Ownership of the meters will pass to the owners corporation on completion of the building allowing any hot water system operator that the owners corporation may choose to reconcile and bill for hot water from the Green Infrastructure Thermal Services or the centralised standalone gas fired hot water system if one is installed. The Green Infrastructure Thermal Services provider must separately meter thermal energy supplied to the building for hot water heating. **2.2 Space Heating - Residential Units and Common Areas including all Retail Space within a Residential Building 15 floors or less in height:** 1) Where space heating is provided by way of reverse cycle air conditioning the air conditioning unit provided must be of the Inverter type if a single evaporator is connected to the condensing unit or of the Variable Refrigerant Flow (VRF) type if more than one evaporator is connected to the condenser. In either case the units must have a COP rating for heating of 3.5 or greater. **2.3 Space Cooling - Residential Units and Common Areas within a Residential Building 15 floors or less in height:** 1) Where an air conditioning unit is provided it must be of the Inverter type if a single evaporator is connected to the condensing unit or Variable Refrigerant Flow (VRF) type if more than one evaporator is connected to the condenser. In either case the units must have an EER rating for cooling of 3.1	relates to any part of Habitable Space on each of the Sites.

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	or greater. **2.4 Space Cooling - Retail Space within a residential building:** Same as required as for Residential Buildings, except: 1) Where any individual or group of individual retail units greater than 2000 square meters requires a chilled water air conditioning or refrigeration system it must be primarily supplied by heat fired adsorption or absorption chillers provided by the Developer and connected to the Green Infrastructure Thermal Services. 2) Any electric chiller provided by the Developer must have a COP of 6 or greater. **General** As part of these requirements, the Developer must, to the satisfaction of the Council provide space on the Land for the Energy Transfer Station (ETS) including heat exchangers, metering equipment, isolation and control valves. The space must be of minimum dimension 7.0 metres by 5.4 metres and no less than 2.4 metres in height. Access space of 1.0 metre by 0.5 metre must be provided from the property boundary to the ETS for incoming pipes (including thermal energy flow and return pipes).	
4.	**Air conditioning refrigerant** (a) A lot owner must, where an air conditioning package or other system requiring a refrigerant for space heating and/or cooling is to be provided: (i) ensure that the refrigerant used in the system has a Global Warming (GWP) of 3 or less to ensure maximum greenhouse gas equivalent abatement if such system is available from at least three established suppliers on similar terms to conventional systems and at market rates which are not more than 10% higher than the market rates for conventional systems; and (ii) if the system referred to in (a)(i) above is not available, then the lot owner must use its reasonable endeavours to use a system with a refrigerant which has the lowest commercially available GWP. (d) For the purpose of clarity, the Developer is required to comply with the requirements of (a)(i) and (ii) above for the installation of any air conditioning package or other system requiring a refrigerant for space heating and/or cooling in the Development.	Prior to the issue of an Occupation certificate for any building on the Land for the Proposed Development a covenant is to be registered on the folio of the Land in accordance with Item 4(a) (i) and (ii) of this Table 4 .
5.	The Developer must register on the Title of the Land a covenant to fulfil the obligations identified in paragraphs 2.3 (1), 2.4 (1) and (2) in Item 2 and those in Item 4(a)(i) and (ii) to this Table 4 or if such obligations cannot reasonably be met, such other equivalent or higher measures as the Council acting reasonably agrees. The covenant is to identify the Council as the authority benefited and the only party	Prior to the issue of an Occupation certificate for any building on the Land for the Proposed Development

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	entitled to release, modify or vary the covenant.	

Table 5 - Other Public Benefits

	Contribution	Date Contribution is to be provided
1.	The Developer must (at its cost and risk): (a) Create an easement under section 88B of the *Conveyancing Act* 1919 that burdens the Land and benefits the Council for the purpose of accessing, installing and maintaining Green Infrastructure equipment owned by Council on the Land, including ETS, meters, connections, central located collection storage area, metering equipment, backup conventional bins, isolation and control valves and pipes, as described in Table 4 in Schedule 3, to the satisfaction of the Council; and (b) Register the easement identified in Item 1(a) above in the relevant folio of the Register for the Land.	To be created prior to the issue of the first Occupation Certificate for any Habitable Space on each of the Sites.
2.	The Developer must (at its cost and risk): (a) Create an easement under section 88B of the *Conveyancing Act* 1919 that burdens the Land and benefits the Council for the purpose of a public access way on the Land to the satisfaction of the Council. The location of the easement is shown as Area 8 on the plan contained within Schedule 19 - Land Dedication and Easement Plan; and (b) Register the easement identified in Item 2(a) above in the relevant folio of the Register for the Land.	Prior to the issue of an Occupation Certificate which relates to any part of Habitable Space on either Site 9B.

1.2 Increase in Contributions

If the Contributions Tables state that the Monetary Contribution in Table 1 or the cost equivalent of any Contributions Works specified in Table 3 will be increased, then the amount specified for that Monetary Contribution and the cost equivalent of any Contributions Works specified in Table 3 in the Contributions Tables must be increased in accordance with the formula set out below:

$$\frac{Contribution\ Amount \times CPI}{LCPI}$$

where:

CPI = the CPI last published before the due date for payment of that Contribution Amount; and

LCPI = the CPI last published before 31 March 2013.

No increase or other change will be made to the Contributions Amount [or the cost equivalent of any Contributions Works] where LCPI is greater than CPI.

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Note: the Sydney Consumer Price Index (All Groups) is to be used

1.3 Stratum Lots

The parties expressly agree that:

(b) the final dimensions of the Stratum Lots identified in Items 1 and 2 in Table 2 to this Schedule 3,are subject to any final Development Consent and survey and may be created by one or more Plans of Subdivision;

(c) an easement for support will be created in favour of the Stratum Lots identified in Items 1 and 2 in Table 2 to this Schedule 3, in addition to a positive covenant indemnifying the Council from the failure of that easement for support, except to the extent caused by the act or neglect of the Council; and

(d) if a strata management statement or building management statement is registered in respect to any part of the Land, the Council may by agreement decline to be a member of the Building Management Committee or it may be excused from any such meetings without affecting quorum.

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Exhibit B – Green Infrastructure Deed

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Green Infrastructure Deed

Green Square Town Centre

Council of the City of Sydney
Council

Bridgehill (Zetland) Pty Ltd (ACN 165 267 256)
Developer

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THIS DEED is made the **day of** **2014**

Parties **The Council of the City of Sydney ABN 22 636 550 790** of 456 Kent Street, Sydney, NSW (**Council**)

and

Bridgehill (Zetland) Pty Ltd (ACN 165 267 256) of Suite 702, Level 7, 3 Rider Street, Rhodes NSW 2138 (**Developer**)

Background

A. The Developer owns the Land.

B. Subject to the Approvals being obtained and the Land being Undeferred, the Developer (or its successor) intends to carry out the Development.

C. The Developer and Council have entered into the Planning Agreement simultaneously with the execution of this Deed, pursuant to which the Developer will pay monetary contributions, or provide other material public benefits, or a combination of them, in connection with the LEP on the terms and conditions of this Deed.

D. Under the Planning Agreement and within the time and in the manner provided for in the Planning Agreement, the Developer is required to construct the Contribution GI Works on the Land to support the Green Infrastructure.

E. This Deed sets out notice requirements and other rights and obligations of the parties relating to the provision of Green Infrastructure.

F. The Planning Agreement is a separate agreement to, and does not form any part of, this Deed.

Operative provisions

1. Interpretation

1.1 Definitions

Defined terms in the Planning Agreement have the same meaning in this Deed as is given to those terms in the Planning Agreement and the following words have the meanings given to them in this Deed unless the contrary intention appears:

2. **Completion Date** means, in respect of a Building, the actual date on which the first Occupation Certificate for that Building is issued.

Developer's First Notice, in respect of a Building, has the meaning given to that term in clause 4.1.

Developer's Second Notice, in respect of a Building, has the meaning given to that term in clause 4.4.

3. **Council's First Notice**, in respect of a Building, has the meaning given to that term in clause 4.3.

4. **Council's Second Notice**, in respect of a Building, has the meaning given to that term in clause 4.5.

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5. **DA Design** means all works associated with the preparation of plans that are to be submitted to the relevant Consent Authority with an Application for Development Consent in order to construct the Building.

6. **Deliver and Connect** means that the Green Infrastructure is:

6.1 designed, installed and commissioned in accordance with all Laws and any Approvals;

6.2 installed in accordance with:

(b) the GI Connections Specifications as detailed in the notice referred to in clause 4; and

(c) the design plans for the Green Infrastructure; and

6.3 connected to the Buildings within the Land, and

the terms **Delivery and Connection** and **Delivered and Connected** will be construed accordingly.

7. **Expected Completion Date** means, in respect of a Building the later of:

7.1 the date nominated by the Developer in the Developer's First Notice for that Building;

7.2 the date nominated by the Developer in the Developer's Second Notice for that Building; and

7.3 such later date as notified by the Developer under clause 6,

8. as the date by which the Developer reasonably believes that the first Occupation Certificate for that Building will be issued (and which dates need not be actual calendar dates but may be a period of time after the issue of the Construction Certificate in respect of the works which will include the Building).

9. **GI Connections Specifications** means the green infrastructure connection specification to be provided in accordance with clause 4.3(a)(ii) by Council to the Developer and generally in the form of the Specifications

10. **Green Infrastructure** has the same meaning as in the Planning Agreement and includes all or part of the Green Infrastructure as the context permits.

11. **Planning Agreement** means the Planning Agreement pursuant to section 93F EP&A Act in relation to the Development dated on or about the date of this Deed between Council and the Developer.

12. **Specifications** means the indicative green infrastructure specification contained within Table 4 in Schedule 3 to the Planning Agreement.

1.2 General

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

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(b) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) **"includes"** in any form is not a word of limitation;

(j) a reference to **"$"** or **"dollar"** is to Australian currency;

(k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed;

(l) capitalised terms which are used in the Planning Agreement and which are not defined in this Deed have the meaning given to those terms in the Planning Agreement.

2. Condition Precedent

The parties acknowledge and agree that:

(a) the provisions of this Deed have no effect; and

(b) no party is bound by this Deed,

unless and until:

(c) the parties have entered into the Planning Agreement; and

(d) the LEP has commenced,

(each a "Condition Precedent").

3. Acknowledgements

The parties acknowledge and agree that:

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(a) Council will use its reasonable endeavours to enter into arrangements with a contractor for the construction of the Green Infrastructure upon the Council issuing Council's First Notice.

(b) the Developer must provide the Contribution GI Works in accordance with the Planning Agreement; and

(c) the Specifications are indicative only of the specifications for connection to the Green Infrastructure.

4. Green Infrastructure notice provisions

4.1 Council's Green Infrastructure Notice

(a) As soon as reasonably practicable after Council determines that the Green Infrastructure will never be Delivered to a Building in the Development (**Determination**), Council must give a Notice to the Developer advising that it does not intend to ever Deliver and Connect the Green Infrastructure (or part thereof) to the nominated Building in the Development (**Green Infrastructure Notice**).

(b) If Council gives a Green Infrastructure Notice to the Developer, the Developer will be relieved of its obligations under this Deed and the Planning Agreement to provide that part of the Contribution GI Works relating to the Green Infrastructure for the Building specified in the Green Infrastructure Notice.

(c) Council may give a Green Infrastructure Notice at any time, but in any event, as soon as reasonably practicable after it has made a Determination. However, in relation to a Building for which the Developer has given to Council the Developer's First Notice, Council must give any Green Infrastructure Notice to the Developer at the same time Council was required to give to the Developer the Council's First Notice under clause 4.3.

(d) If:

(i) the Council issues a Green Infrastructure Notice after the Developer has given to Council the Developer's First Notice; and

(ii) the Development Application for the Building specified in the relevant Developer's First Notice has not been lodged more than 12 months after the expected lodgement date of the Development Application for the Building specified in the relevant Developer's First Notice,

then, Council may (in its absolute discretion) withdraw that Green Infrastructure Notice at any time up to the actual date of lodgement of the relevant Development Application for the Building specified in the Developer's First Notice in which case:

(iii) the withdrawn Green Infrastructure Notice will cease to have any effect; and

(iv) the Developer will not be relieved of its obligations under this Deed and the Planning Agreement to provide that part of the Contribution GI Works relating to the Green Infrastructure for the Building specified in the Green Infrastructure Notice.

(e) The Developer acknowledges and agrees that:

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(i) the Council will rely on the indicative timing set out in the Developer's First Notice in issuing any Green Infrastructure Notice after the Developer has given to Council the Developer's First Notice and that if this indicative timing is not met, then Council may be in a position to Deliver and Connect that part of the Green Infrastructure specified in the Council's Green Infrastructure Notice at a later date and may (in its absolute discretion) elect to withdraw the Green Infrastructure Notice in accordance with clause 4.1(d); and

(ii) Council will not be liable to the Developer for any loss or damage suffered by the Developer as a result of the Council withdrawing the Green Infrastructure Notice in accordance with clause 4.1(d).

4.2 Developer's First Notice

(a) For each Building, the Developer must, upon the Developer commencing the DA Design for that Building, provide a written notice to Council (**Developer's First Notice**) which confirms:

(i) the conceptual design of works to be installed at the Building, including (but not limited to) electrical and mechanical services, water reticulation, domestic waste systems, domestic hot water, space heating and air conditioning systems;

(ii) estimated electrical and thermal load profiles for the Building;

(iii) the proposed location within the Building of any areas that are specified in the Planning Agreement as necessary for the provision of the Green Infrastructure;

(iv) the Developer's indicative construction program for the Building;

(v) the Developer's indicative construction program for any remaining Buildings by reference to a period after the issue of the Construction Certificate for each Building;

(vi) the proposed number of dwellings in the Building;

(vii) the proposed height of the Building;

(viii) the domestic waste system, non-potable water supply, domestic hot water, space heating and air conditioning systems product descriptions, performance, capacity and connection points to be provided by Council to the Building;

(ix) the expected lodgement date of the Application for Development Consent for the Building; and

(x) the Expected Completion Date of the Building.

4.3 Council's First Notice

(a) No later than 30 days after the date on which Council receives the Developer's First Notice for a Building, Council must provide written notice (**Council's First Notice**) to the Developer which:

(i) confirms:

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(i) Council's agreement that it intends to use reasonable endeavours to Deliver and Connect the Green Infrastructure in the Building;

(ii) whether or not the proposed design information relating to the Building specified in the Developer's First Notice is generally suitable for connection to the Green Infrastructure; and

(iii) the expected date of commissioning of the Green Infrastructure; and

(ii) includes the GI Connections Specifications for connection to the Green Infrastructure.

(b) If Council advises the Developer that the proposed design information is not suitable for connection to the Green Infrastructure under clause 4.3(a)(i)(i):

(i) Council must explain why the design information is not suitable for connection to the Green Infrastructure; and

(ii) the Developer must, as soon as reasonably practicable, submit the amended design information to Council whereupon clause 4.3(a)(i)(i) will reapply.

4.4 Developer's Second Notice

Following the completion of the approval process for Development Consent for each Building, but prior to a Construction Certificate being issued, the Developer must provide a written notice (**Developer's Second Notice**) to Council which:

(a) confirms whether or not the Building is proceeding to construction;

and, if the Building is proceeding to construction:

(b) specifies any amendments or updates to the information provided in the Developer's First Notice for that Building;

(c) confirms the Expected Completion Date of the Building; and

(d) confirms the program of construction for the Building, including the dates for the installation and connection of the Green Infrastructure.

4.5 Council's Second Notice

(a) No later than 30 days after the date on which Council receives the Developer's Second Notice for a Building, Council must provide written notice (**Council's Second Notice**) to the Developer which confirms:

(i) that the design information in relation to the Building specified in the Developer's Second Notice continues to be generally suitable for connection to the Green Infrastructure; and

(ii) the date it intends to Deliver and Connect the Nominated Green Infrastructure to the relevant Building.

(b) If Council advises the Developer that the proposed design information is not suitable for connection to the Green Infrastructure under clause 4.5(a)(i):

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(i) Council must explain why the design information is not suitable for connection to the Green Infrastructure; and

(ii) the Developer must, as soon as reasonably practicable, submit the amended design information to Council whereupon clause 4.5(a)(i) will reapply.

5. Provision of Green Infrastructure

(a) Subject to clauses 3 and 5(c) of this agreement and provided the Council has entered into an arrangement with a service provider for the construction of Green Infrastructure, Council is to (at its cost) use its reasonable endeavours to Deliver and Connect the Green Infrastructure relevant to a Building by the later of:

(i) the Expected Completion Date for that Building; and

(ii) the date that the first Occupation Certificate is received for that Building.

(b) The parties each agree to:

(i) use all reasonable endeavours to cause minimal disturbance and disruption to the Delivery and Connection by Council of the Green Infrastructure and the carrying out by the Developer of the Contribution GI Works ; and

(ii) if:

(i) Council accesses the Land for the purpose of Delivering and Connecting the Green Infrastructure; or

(ii) the Developer access any part of land owned by Council for the purpose of carrying out the Contribution GI Works,

to:

(iii) use all reasonable endeavours to cause minimal disturbance and disruption to the Developer's use of the Land or Council's use of Green Square (other than the Land); and

(iv) comply with the Developer's or Council's reasonable site specific and work, health and safety protocols.

(c) In Delivering and Connecting the Green Infrastructure to the relevant Building, Council must do so:

(i) in a proper and workmanlike manner;

(ii) using good quality materials, which must be suitable for the purpose for which they are required under this Deed;

(iii) so that it is consistent with the Contribution GI Works provided by the Developer; and

(iv) in accordance with:

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(i) all Laws and any Approvals (including the Development Consent for the Building);

(ii) the GI Connections Specifications;

(iii) the Developer's design for the Building and the Contribution GI Works;

(iv) without the use of asbestos;

(v) Best Industry Practice;

(vi) relevant standards determined by Australian Standards Limited, the Building Code of Australia and any relevant manufacturers' standards; and

(vii) any other requirements of this Deed.

(d) Nothing in this clause 5 or the Deed generally authorises the Council to have access to the Land or the Developer to access any Council owned land without the prior written consent of the respective party that owns the land to be accessed, which consent may be withheld or given on such terms and conditions as the party that owns that land in its own absolute discretion determines.

6. Developer's Obligations

The Developer must keep Council reasonably informed of the progress of the Contribution GI Works and the anticipated date of Practical Completion of the Contribution GI Works in respect of each Building.

7. Interim arrangements

7.1 Acknowledgement

The Developer acknowledges and agrees that pursuant to the Planning Agreement, the Developer is required to connect the Buildings into the Sydney Water water system within the public road reserve.

7.2 Interim arrangements for Green Infrastructure

If an Occupation Certificate is issued for a Building prior to the date on which the Green Infrastructure is Delivered and Connected to the Land then:

(a) (**Non-Potable Recycled Water Network**) in relation to the Non-Potable Recycled Water Network, the Developer will utilise the town water (potable) supply until the date on which the Non-Potable Recycled Water Network is Delivered and Connected to the Land; and

(b) (**Trigeneration System**) in relation to the Trigeneration System, the Developer will utilise a back-up domestic hot water boiler system and back-up heater for any space heating systems provided by the Developer within the Building up until the date on which the Trigeneration System is Delivered and Connected to the Land.

7.3 No warranty or liability

For the avoidance of doubt, the parties agree and acknowledge that:

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(a) Council may never:

(i) enter into an arrangement with a service provider for the construction of the Green Infrastructure; or

(ii) Deliver and Connect the Green Infrastructure;

(b) if Council does not provide the Green Infrastructure, the interim arrangements specified in clause 7.2 or some other appropriate arrangement implemented by the Developer will continue;

(c) Council will not be liable to the Developer for any loss or damage suffered by the Developer arising under or in connection with this Deed including, but not limited to, loss or damage suffered as a result of Council failing to Deliver and Connect the Green Infrastructure; and

(d) Council does not make any representations or warranties regarding the provision of electricity to the Land.

8. Access

8.1 Council to grant Developer access

(a) The Parties acknowledge that if they agree to the transfer of all or part of the Contribution Land at an early stage in the program of the Development (that is, prior to the date set out in the last column of Table 2 of Schedule 3), the Developer will from time to time require access to that part of the Contribution Land that has been transferred early for the purpose of completing the Development and any of the Contribution Works. This clause 8.1 sets out the basis on which such access and other rights will be granted to the Developer (including any of its employees, officers, contractors, subcontractors and agents) and, for the avoidance of doubt, this clause 8.1 only applies where the parties have agreed to the transfer of all or part of the Contribution Land at an early stage in the program of the Development (that is, prior to the date set out in the last column of Table 2 of Schedule 3 of the Planning Agreement).

(b) If requested in writing by the Developer, the Council agrees to grant the Developer either a licence or an alternative right of access (as Council determines is suitable) over that part of the Contribution Land marked as "Indicative Construction Access Zone" and highlighted green in the Access Plan in Schedule 18 to the Planning Agreement, for the purpose of carrying out works in connection with:

(i) the Development;

(ii) any of the Contribution Works;

(iii) the Developer's obligations under this Deed; or

(iii) a purpose otherwise agreed in writing by the Council.

(c) The Parties acknowledge that the licence or alternative right of access will be on such terms as the Council reasonably requires including (without limitation) the following provisions:

(i) the Developer's right to access the relevant part of the Contribution Land pursuant to this clause 8.1 will expire a maximum of 2 years after

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the date of issue of the Construction Certificate relating respectively to each of the Buildings shown in the Access Plan or such other time as is agreed in writing between the Parties;

(ii) cause as little damage as reasonably possible;

(iii) where any damage is caused, restore the land and any improvements on the land to their condition as at commencement of access by the Developer (including its employees, officers, subcontractors and agents);

(iv) where any damage is caused to any improvements that have been constructed or installed by the Council within any easement on the Land that benefits the Council, restore the improvements on the land to their condition as at the date prior to the damage being caused by the Developer (including its employees, officers, subcontractors and agents);

(v) minimise disruption to the use of the land adjoining any licensed areas owned by Council;

(vi) comply with the Council's work hours, lighting, insurance, work health and safety requirements;

(vii) indemnify Council on terms reasonably required by the Council in connection with the Developer's access, use and occupation of the relevant part of the Contribution Land - or the Developer's default.

(d) Any request for access by the Developer to the Council must be in writing and must be made at least 5 Business Days in advance of the proposed date of access and the Developer and the Council must enter into legally binding documentation which confirms these arrangements prior to access being granted to the Developer.

(e) The Developer must ensure that its contractors and its authorised representatives do not breach the requirements of this clause 8.1. The Developer will remain fully responsible for all its obligations under this clause 22.1 despite the engagement of any contractors or authorised representatives and the acts and omissions of its contractors and authorised representatives will be considered to be acts and omissions of the Developer.

(f) Council agrees that no licence or access fee will be charged in connection with the grant of a licence or alternative right of access to the Developer pursuant to this clause 8.1 The Parties agree that while no licence or access fee will be charged, all other applicable statutory fees or charges will be payable by the Developer.

(g) Without limiting any other provision of this clause 8.1, the parties acknowledge and agree that Council will not be required to grant the Developer either a licence or an alternative right of access pursuant to this clause 8.1 if the proposed grant will (to be determined by Council at its sole discretion) impede or prevent Council's construction of any public infrastructure (including the installation of any services) in that part of the Contribution Land.

8.2 Developer to grant Council access

(a) The Developer grants to the Council and its authorised representatives a non-exclusive licence to access and use the Contribution Land for construction purposes, including to survey the Contribution Land and construct infrastructure

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and install essential services as shown on the Access Plan, without payment of rent, licence fee or other occupation payment by the Council.

(b) This licence commences on the date of this Deed and immediately terminates in respect of any part of the Contribution Land which the Developer no longer owns or controls.

(c) The Council:

(i) when exercising its rights under the licence granted pursuant to this clause, must:

A. cause as little damage as reasonably possible (excluding the works described in paragraph (a);

B. where any damage is caused, restore the Contribution Land and any improvements on the Contribution Land to their condition as at commencement of occupation by the Council and its authorised representatives;

C. use reasonable endeavours to minimise disruption to the use of the Land, including use of the Land by the Developer (including the carrying out by the Developer of the Contribution GI Works and the Development) and anyone else lawfully on the Land;

D. comply with the Developer's work hours, lighting, insurance, work health and safety requirements (to the extent that these requirements do not infringe any Laws, do not have a material impact on the Development Program and are not inconsistent with any Approval (including the Development Consent) and the reasonable requirements of the Developer under this Deed);

E. comply with all reasonable directions of the Developer's site co-ordinator;

F. co-operate fully with other contractors working on the Contribution Land and not interfere with the other contractors to execute their work;

G. comply with all relevant Laws including the Work Health and Safety Act 2011 and Work Health and Safety Regulations 2011; and

H. comply with any site awards or conditions as applicable,

(ii) indemnifies the Developer from and against any damage, loss, injury or death caused by the negligence, default or unlawful acts of Council or its authorised representatives while occupying the Contribution Land under this licence, except to the extent that the Developer or the Developer's officers, agents, employees, licensees or contractors caused or contributed to the damage, loss, injury or death,.

(d) Before exercising its rights under the licence granted pursuant to this clause, Council must give the Developer at least 5 Business Days written notice of any proposed first access of the Contribution Land (or part of the Contribution Land).

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(e) Council must ensure its authorised representatives do not breach this clause 8.2.

(f) The Developer may, acting reasonably, instruct Council to remove its authorised representatives, equipment and materials from the Contribution Land in the event Council breaches this clause 8.2, provided that the Developer first notifies Council of a breach and Council fails to remedy the breach within a reasonable period after receipt of the notice..

(g) Council acknowledges that the Developer is not responsible for supervising or co-ordinating the Council's works under this licence nor has the Developer undertaken any obligation or assumed any duty of care in respect of those works.

(h) Council must:

(i) effect and maintain, or ensure that its authorised representatives effect and maintain, in connection with the Council's works under this licence, contract works insurance, public liability insurance and (as required by Law) workers compensation insurance ; and

(ii) provide to the Developer, upon request, certificates of currency in respect of those insurances.

(i) To the extent that Council's authorised representatives are not covered by the insurances of Council, Council must procure that Council's authorised representatives comply with clause 8.2(h).

8.3 Developer grants Council licence over Land for temporary batter

(a) The Developer grants to the Council and its authorised representatives a non-exclusive licence to access and use the Land for the following purposes:

(i) construct, install and maintain on the Land, but only within the area shown on the Access Plan, whatever temporary batter or embankment is reasonably necessary to support the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue;

without payment of rent, licence fee or other occupation payment by Council.

(b) This licence commences on the date of this Deed and terminates on the date the Developer has constructed a suitable permanent retaining wall or other form of support that is reasonably necessary to support the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue.

(c) The Council:

(i) when exercising its rights under the licence granted pursuant to this clause, must:

A. cause as little damage as reasonably possible (excluding the works described in paragraph (a));

B. where any damage is caused, restore the Land and any improvements on the Land to their condition as at

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commencement of occupation by the Council and its authorised representatives;

C. use reasonable endeavours to minimise disruption to the use of the Land, including use of the Land by the Developer (including the carrying out by the Developer of the Contribution GI Works and the Development) and anyone else lawfully on the Land;

D. comply with the Developer's work hours, lighting, insurance, work health and safety requirements (to the extent that these requirements do not infringe any Laws, do not have a material impact on the Development Program and are not inconsistent with any Approval (including the Development Consent) and the reasonable requirements of the Developer under this Deed);

E. comply with all reasonable directions of the Developer's site co-ordinator;

F. co-operate fully with other contractors working on the Land and not interfere with the other contractors to execute their work;

G. comply with all relevant Laws including the Work Health and Safety Act 2011 and Work Health and Safety Regulations 2011; and

H. comply with any site awards or conditions as applicable,

(ii) indemnifies the Developer from and against any damage, loss, injury or death caused by the negligence, default or unlawful acts of Council or its authorised representatives while occupying the Land under this licence, except to the extent that the Developer or the Developer's officers, agents, employees, licensees or contractors caused or contributed to the damage, loss, injury or death,.

(d) Before exercising its rights under the licence granted pursuant to this clause, Council must give the Developer at least 5 Business Days written notice of any proposed first access of the Land (or part of the Land).

(e) Council must ensure its authorised representatives do not breach this clause 8.3.

(f) The Developer may, acting reasonably, instruct Council to remove its authorised representatives, equipment and materials from the Land in the event Council breaches this clause 8.3, provided that the Developer first notifies Council of a breach and Council fails to remedy the breach within a reasonable period after receipt of the notice.

(g) Council acknowledges that the Developer is not responsible for supervising or co-ordinating the Council's works under this licence nor has the Developer undertaken any obligation or assumed any duty of care in respect of those works.

(h) Council must:

(i) effect and maintain, or ensure that its authorised representatives effect and maintain, in connection with the Council's works under this licence,

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contract works insurance, public liability insurance and (as required by Law) workers compensation insurance ; and

(ii) provide to the Developer, upon request, certificates of currency in respect of those insurances.

(i) To the extent that Council's authorised representatives are not covered by the insurances of Council, Council must procure that Council's authorised representatives comply with clause 8.3(h).

(j) The Developer must not:

(iii) interfere with the temporary batter or embankment or the support it offers; or

(iv) use the Land, or any other land, in a way which may detract from the stability of or the support provided by the temporary batter or embankment.

(k) Notwithstanding clause 8.3(j), the Developer may carry out such works as reasonably required to replace the temporary batter or embankment with a suitable permanent retaining wall or other form of support that is reasonably necessary to support the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue. All such replacement work must be undertaken by the Developer to ensure that, during the construction process, support for the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue continues unimpaired and is not jeopardised or compromised in any way.

(l) If the Developer does or allows anything to be done which:

(v) excluding the replacement work described in clause 8.3(k), damages the temporary batter or embankment or impairs its effectiveness, or

(vi) during the construction of the replacement work described in clause 8.3(k), impairs, jeopardises or compromises the support for the surface or subsurface of Geddes Avenue or any part of it, or any structure or works on Geddes Avenue in any way,

Council may serve not less than 7 days' notice on the Developer requiring the damage to be repaired, the impairment removed or the support corrected. If the Developer does not comply with this notice, Council may enter and repair the damage, remove the impairment or correct the support and may recover any reasonable costs from the Developer as liquidated damages.

(m) The Developer indemnifies Council from and against any damage, loss, injury or death caused by the negligence, default or unlawful acts of the Developer or its authorised representatives while undertaking the replacement works described in clause 8.3(k), except to the extent that Council or Council's officers, agents, employees, licensees or contractors caused or contributed to the damage, loss, injury or death.

8.4 Deed does not affect other Council rights

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The Parties agree that nothing in this Deed restricts, limits or affects in any way any Council right to access or use the Contribution Land in accordance with the terms of any existing or new easement, interest or other use right.

9. Notices

9.1 Form

Any notice, consent, information, application or request that must or may be given or made to a party under this Deed is only given or made if it is in writing and delivered or posted to that party at its address set out below or faxed to that party at its fax number set out below:

Council

Name:	Council of the City of Sydney
Address:	456 Kent Street, Sydney NSW 2000
Fax:	9265 9222
For the attention of:	Chief Operating Officer

Developer

Name:	Bridgehill (Zetland) Pty Ltd (ACN165 267 256)
Address:	Suite 702, Level 7, 3 Rider Street, Rhodes NSW 2138
Fax:	9732 8686
For the attention of:	Yibin Xu, Managing Director, Bridgehill Group

9.2 Change of address

If a party gives another party 3 Business Days' notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.

9.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

(a) if it is delivered, when it is left at the relevant address;

(b) if it is sent by post, 2 Business Days after it is posted; and

(c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

9.4 Receipt - next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

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10. General

10.1 Costs

Each Party is to pay its own costs and expenses in relation to the negotiation, preparation and execution of this Deed.

10.2 Entire agreement

This Deed contains everything to which the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, anything said or done by another party, or by an officer, agent or employee of that party, before this Deed was executed, except as permitted by law.

10.3 Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Deed and all transactions incidental to it.

10.4 Joint and individual liability and benefits

Except as otherwise set out in this Deed, any agreement, covenant, representation or warranty under this Deed by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

10.5 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.

(b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Deed.

10.6 Severability

(a) If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

(b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

10.7 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

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10.8 Consents

A consent required under this Deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

10.9 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Deed other than to a party to which the Planning Agreement is assigned, novated or otherwise transferred in accordance with Schedule 11 of the Planning Agreement.

Prior to any such assignment, novation or transfer, the transferring party must procure that a deed of novation (in the form of the deed comprised in 0) is signed by the Developer and the incoming party and is delivered to Council in the form of 0, completed in a manner satisfactory to Council.

10.10 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Deed of each party who has executed and delivered that counterpart.

10.11 Modification

No modification of this Deed will be of any force or effect unless it is in writing and signed by the parties as a Deed.

10.12 Waiver

(a) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another party.

(b) A waiver by a party is only effective if it is in writing.

(c) A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

10.13 Governing Law and jurisdiction

(a) This Deed is governed by the law of New South Wales.

(b) The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

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Executed as a Deed.

Executed by **THE COUNCIL OF THE CITY OF SYDNEY** by its duly appointed attorney **[INSERT]**, Power of Attorney registered book No. **[INSERT]**, No. **[INSERT]** in the presence of:

Witness (signature):

[INSERT]

Name (printed):

Executed by **[INSERT]** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

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Annexure A – Novation Deed

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Novation Deed

Council of the City of Sydney
Council

[Insert Developer's name]
Transferor

[Insert Transferee's name]
Transferee

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Novation Deed made at **on**

Parties **[#INSERT]**
(Council)

[#INSERT]
(Transferor)

[Insert Transferee's name] of *[insert]* **(Transferee)**

Recitals

A The Council and the Transferor are parties to the Original Agreement.

B The Transferor is defined as the Developer under the terms of the Original Agreement.

C The Original Agreement relates to the whole of the Land.

D The Transferor wishes to assign its rights and obligations under the Original Agreement to the Transferee.

E The parties to this Deed have agreed to the novation of the Transferor's obligations under the Original Agreement to the Transferee.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Effective Date means **[#INSERT]**.

Land has the meaning given to that term in the Original Agreement.

Original Agreement means the GI Deed dated **[#INSERT]**and made between the Council and the Developer.

Required Obligations means the Developer's obligations under the terms of the Original Agreement.

1.2 References to certain general terms

In this deed unless the contrary intention appears:

(c) a reference to this deed or another instrument includes any variation or replacement of them;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

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(d) the word person includes a firm, body corporate, an unincorporated association or an authority;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

(g) a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to anyone or more of them;

(h) "include" in any form when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar nature; and

(i) capitalised terms which are used in this deed but are not otherwise defined have the meaning given to them in the Original Agreement.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

---

2. Novation

2.1 Original Agreement

Subject to clause 2.4 and with effect from the Effective Date:

(a) the Transferee is substituted for the Transferor as a party to the Original Agreement, and agrees to perform the Required Obligations;

(b) the Transferee will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the Transferee was a party to the Original Agreement instead of the Transferor insofar as the Original Agreement relates to the Required Obligations; and

(c) the Transferor is released and discharged from all obligations and liabilities, and from all claims (whether for Costs, Legal Costs, damages, fees or otherwise), arising under the Original Agreement insofar as the Original Agreement relates to the Required Obligations.

2.2 Performance by Transferee

The Transferee must perform all of the Transferor's obligations under the Original Agreement as if named as the Transferor, whether or not the relevant obligations relate to works performed prior to the date of this Deed, including, but not limited to:

(a) the delivery of all public benefits to Council (including the Contribution Amounts, Contribution Lands and Contribution Works and Public Benefits); and

(b) the provision of all Guarantees to Council.

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2.3 Release of Guarantees

The parties expressly acknowledge and agree that:

(a) Council will release any Guarantee provided to Council by the Transferor under the provisions of the Original Agreement to the Transferor (or as the Transferor otherwise directs in writing) promptly and in any event within 14 days of the provision of replacement Guarantee by the Transferee; and

(b) Nothing in this clause 2.3 will be read or construed as a waiver of any right held by Council relating to or arising from the performance of the Original Agreement by the Transferor before the date of this Deed.

2.4 Liability before Effective Date

The Transferor is not released, relieved or discharged from liability under the Original Agreement before the Effective Date, or any breach of any provision of the Original Agreement by the Transferor occurring before the Effective Date (to the extent that it is not remedied by the Effective Date) in so far as the Original Agreement relates to the Required Obligations.

3. Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

---

4. GST

Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

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5. Stamp duty and costs

(a) The Transferor and the Transferee are jointly and severally liable for the Council's Legal Costs of and incidental to the negotiation, preparation and execution of this deed, and must reimburse the Council for such Legal Costs promptly on demand.

(d) The Transferee will pay all stamp duty arising directly or indirectly from this deed.

6. Further acts

(a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

(b) This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

7. Governing law

This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

8. Counterparts

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

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Executed as a deed.

COUNCIL OF THE CITY OF SYDNEY)
by its duly appointed attorney)
[#INSERT]Power of Attorney registered)
book **[#INSERT]** No. **[#INSERT]**in the)
presence of:)

Witness (signature):

Name (printed):

[INSERT NAME]

Executed by**[insert Transferor]** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Director

Name of Director in full

Executed by **[insert Transferee]** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Director

Name of Director in full

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Executed as a Deed.

MARCIA CLAIRE DOHENY PT

Executed by **THE COUNCIL OF THE CITY OF SYDNEY** by its duly appointed attorney. ~~Monica Patricia Barone~~ pursuant to Power of Attorney registered No. ~~4571~~ 4572, book 994 ~~672~~ PT (who hereby states that she has no notice of revocation of such appointment) in the presence of:

Witness (signature)

HEATHER TURNER

Name (printed)

Address of witness: 456 Kent Street, Sydney

Signature of attorney

MARCIA CLAIRE DOHENY PT
~~MONICA PATRICIA BARONE~~

BRIDGEHILL (ZETLAND) PTY LTD (ACN 165 267 641) in accordance with section 127 of the *Corporations Act 2001*:

Signature:

YIBIN XU

Position: Director

Signature:

YI CHENG JIANG

Position: Director

Executed by **WAVERLEY COUNCIL** pursuant to the resolution of WAVERLEY COUNCIL on 20 August 2013, in the presence of:

Witness (signature):

Name (printed): CR. TONY KAY
~~Mayor~~/Acting Mayor

Witness (signature):

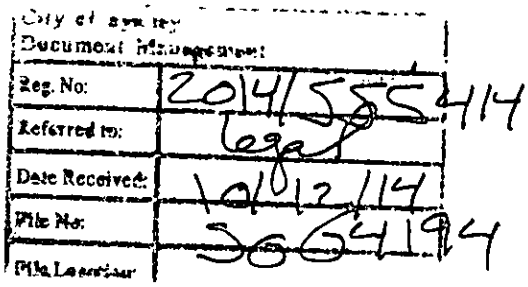
ATHANASIOS KYRON
General Manager

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AJ83194



BRIDGEHILL
GROUP



4 December 2014

Land and Property Information
1 Prince Albert Road
Sydney NSW 2000

Dear Sir

Your reference: AJ83194
Planning Agreement 105-115 Portman Street, Zetland Lot 3 in DP1181144

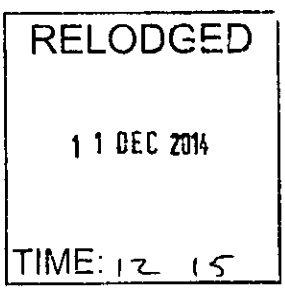
We refer to your requisition issued in relation to the caveat on the title of the above land in the name of Bridgehill (Zetland) Pty Ltd (ref: AI1461).

We confirm that Bridgehill (Zetland) Pty Ltd consents, as caveator, to the registration of the planning agreement on the title of the land, and it has indicated its consent by signing the first and the last pages of the planning agreement, being an annexure to the Request currently held by Land and Property Information.

Yours sincerely

Yibin Xu
Director, Bridgehill (Zetland) Pty Ltd

Yi Cheng Jiang
Director, Bridgehill (Zetland) Pty Ltd



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Form: 13RPA
Release: 3·0

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORIT

New South Wales
Section 88E(3) Conveyancing Act 1919

AK182507R

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**

3/1181144

(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: 9265 9811 CAN: 123053P Reference: S115213 - M Ip	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
BRIDGEHILL (ZETLAND) PTY. LTD.(ACN: 165 267 256)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AJ408749	COMMONWEALTH BANK OF AUSTRALIA (ACN 48 123 123 124)

(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 restriction 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 25 JANUARY 2016

(G) 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: D. McCrudden
Name of witness: DEBORAH McCRUDDEN
Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer:
Name of authorised officer: PAUL ANTHONY THOMAS
Position of authorised officer: ACTING PRINCIPAL LAWYER LEGAL AND GOVERNANCE THE COUNCIL OF THE CITY OF SYDNEY

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

Corporation: BRIDGEHILL (ZETLAND) PTY. LTD. (ACN: 165 267 256)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: YI CHENG JIANG
Office held: Director

Signature of authorised person:
Name of authorised person: YIBIN XU
Office held: Director

(H) The mortgagee under mortgage No. AJ408749 agrees to be bound by this restriction.
I certify that the mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence. PLEASE SEE PAGE 2

~~Signature of witness~~:
~~Name of witness~~:
~~Address of witness~~:

~~Signature of mortgagee~~:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1111

CT Prod 425P

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ANNEXURE "A" REFERRED TO IN RESTRICTION ON USE OF LAND BY A PRESCRIBED AUTHORITY ON LOT 3 IN DEPOSITED PLAN 1181144 BETWEEN BRIDGEHILL (ZETLAND) PTY LTD AND THE COUNCIL OF THE CITY OF SYDNEY

DATED: 25 JANUARY 2016

RESTRICTION ON RESIDENTIAL DEVELOPMENT

The accommodation portion of the building as approved in the Consent must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Consent means the consent granted to Development Application D/2015/95 in accordance with the Environmental Planning and Assessment Act 1979.

Residential Accommodation means use as residential accommodation as defined in the Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Signed at Parramatta the 22nd day of December 2015 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494
Witness
ROBERT SAKAMA
L3, 101 GEORGE ST
PARRAMATTA NSW 2150

BRADLEY MORRIS
RELATIONSHIP EXECUTIVE

J. McCrudden

Witness (signature):

DEBORAH McCRUDDEN

Full Name (printed):

PAUL ANTHONY THOMAS
ACTING PRINCIPAL LAWYER
LEGAL AND GOVERNANCE
THE COUNCIL OF THE CITY OF SYDNEY

Yi Cheng Jiang
Director
Bridgehill (Zetland) Pty Ltd

Yibin Xu
Director
Bridgehill (Zetland) Pty Ltd

Req:R051038 /Doc:DL AM329790 /Rev:27-Apr-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 15:37 /Seq:1 of 6
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Form: 13PC
Release: 3·1

POSITIVE COVENAN

New South Wales

Section 88E(3) Conveyancing Act 19

AM329790E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R 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**

3/1181144

(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: 9265 9811 CAN: 123053P Reference: S115102 - M Ip	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
BRIDGEHILL (ZETLAND) PTY LTD (ACN 165 267 256)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AJ408749	COMMONWEALTH BANK OF AUSTRALIA (ABN 61 814 236 264)

(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+B hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 19 APRIL 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:

Name of witness: HEATHER THANER

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: BRIDGEHILL (ZETLAND) PTY LTD (ACN 165 267 256)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Yi Cheng Jiang
Office held: Director

Signature of authorised person:

Name of authorised person: Yibin Xu
Office held: Director

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AJ408749, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence. PLEASE REFER TO PAGE 6

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

FULL NAME (PRINTED):

POSITION:

* *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 3 IN DEPOSITED PLAN 1181144 BETWEEN BRIDGEHILL (ZETLAND) PTY LTD AND THE COUNCIL OF THE CITY OF SYDNEY

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 105-115 Portman Street, Zetland (Folio Identifier: 3/1181144).

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;

Witness:

HEATHER TURNER
Name (printed):
456 Kent Street, Sydney

Yi Cheng Jiang
Director
Bridgehill (Zetland) Pty Ltd

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Yibin Xu
Director
Bridgehill (Zetland) Pty Ltd

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(d) pay for all costs relating to the disconnection(s) and making good;

(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.

Witness:

HEATHER TURNER
Name (printed):
456 Kent Street, Sydney

Yi Cheng Jiang
Director
Bridgehill (Zetland) Pty Ltd

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Yibin Xu
Director
Bridgehill (Zetland) Pty Ltd

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ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 3 IN DEPOSITED PLAN 1181144 BETWEEN BRIDGEHILL (ZETLAND) PTY LTD AND THE COUNCIL OF THE CITY OF SYDNEY

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 105-115 Portman Street, Zetland (Folio Identifier: 3/1181144).

OSD System means the on-site detention system on the Land.

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

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.

Witness (signature):

HEATHER TURNER

Full Name (printed):

456 Kent Street, Sydney

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Yi Cheng Jiang
Director
Bridgehill (Zetland) Pty Ltd

Yibin Xu
Director
Bridgehill (Zetland) Pty Ltd

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2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the OSD System to the Public Way, the Owner must:

(a) maintain the orifice of the OSD System at a diameter approved by Sydney Water or the City;

(b) not permit any Unauthorised Discharge from the OSD System to the Public Way;

(c) regularly inspect, clean and maintain the OSD System;

(d) if a pump-out system installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure;

(e) give the City access to the Land from time to time to inspect the notice(s);

(f) release the City from all claims for Damages as a result of any blockage to the OSD System;

(g) indemnify the City from all Damages suffered or incurred by the City as a result of any discharge from the OSD System to the Public Way except to the extent that the City's negligent act or omission contributed to the Damages;

(h) not carry out any alterations to the OSD 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.

Witness (signature):

HEATHER TURNER

Full Name (printed):

456 Kent Street, Sydney

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Yi Cheng Jiang
Director
Bridgehill (Zetland) Pty Ltd

Yibin Xu
Director
Bridgehill (Zetland) Pty Ltd

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POSITIVE COVENANT ON LOT 3 IN DEPOSITED PLAN 1181144 BETWEEN BRIDGEHILL (ZETLAND) PTY LTD AND THE COUNCIL OF THE CITY OF SYDNEY

Signed at Parramatta the 7th day of MARCH 2017 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 994

Witness

ROBERT SALAMA
L3, 101 GEORGE STREET
PARAMATTA NSW 2150

BRADLEY MORRIS
RELATIONSHIP EXECUTIVE

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Form: 01TG
Edition: 1111
Extracted from NSW LRS Website
Firm Name: Dentons Australia

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

AP272211N

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**

Servient Tenement (land burdened)	Dominant Tenement (land benefited)
Folio Identifier 8/1222747	**An easement in gross pursuant to s88A of the Conveyancing Act 1919**

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Peter Vandergraaf GEOSURV peter@geosurv.com.au 0412 583 642 suite 7, 17 Geralle Street, Cronulla NSW 2230 Reference (optional): 181002	TG

(C) **TRANSFEROR**

Registered proprietor of the servient tenement

Bridgehill (Zetland) Pty Limited ACN 165 276 256

(D) The transferor acknowledges receipt of the consideration of $1.00 and transfers and grants -

(E) **DESCRIPTION OF EASEMENT**

Easement for electricity and other purposes 6.0 wide (A) on the terms set out in Annexure A and as shown on Annexure B

out of the servient tenement and appurtenant to the dominant tenement.

(F): Encumbrances (if applicable): 1. ..... 2. ..... 3. .....

(G) **TRANSFEREE**

Registered proprietor of the dominant tenement

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATIONABN 67 505 337 385

DATE ____ / ____ / ____
dd mm yyyy

(H) I certify that I am an eligible witness and that the transferor signed this dealing in my presence. [See note* below].

Signature of witness: .....

Name of witness: .....

Address of witness: .....

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor: .....

FOR EXECTION BY TRANSFEROR SEE ANNEXURE A

I certify that I am an eligible witness and that the transferee signed this dealing in my presence. [See note* below].

Signature of witness: .....

Name of witness: .....

Address of witness: .....

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee: .....

FOR EXECTION BY TRANSFEREE SEE ANNEXURE A

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

GN

83043878.1 PYB PYB

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Annexure A to Transfer Granting Easement

Parties:

Transferor: Bridgehill (Zetland) Pty Limited ACN 165 276 256

Transferee: Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Grant of Easement:

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE" and designated "(A)" on Annexure B is created on the terms and conditions set out in Memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in Memorandum AK980903.

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

Corporation: **Bridgehill (Zetland) Pty Limited ACN 165 276 256**

Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Name of authorised person: YIBIN XU

Office held: DIRECTOR

Signature of authorised person:

Name of authorised person: Yi Cheng Jiang

Office held: DIRECTOR

Mortgagee

Signed for and on behalf of
CBA CORPORATE SERVICES (NSW)
PTY LIMITED ACN 072 765 434 by

as duly appointed attorney appointed under Power of Attorney Book 4657 Number 766 dated 26 November 2012 who by executing this deed confirms that there has been no notice received of revocation of the Attorne in the presence of

Signature of Witness

SANDRA ULLOSSE
Name of Witness

Signed

Mark Allen

Level 21, Tower 1
201 Sussex Street,
Sydney NSW 2000

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

83043878.1 PYB PYB

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Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for:
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of **Alpha Distribution Ministerial Holding Corporation**
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366

Signature of Attorney

NIGEL PETER JOHN LOWRY
Print Name of Attorney

I certify that I am an eligible witness and that the Transferee's/ Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence.
[See note* below]

Signature of Witness

Stephanie Mei Smith
Print Name of Witness

570 George St, Sydney.
Print address

Signature of Attorney

TREVOR MARK ARMSTRONG
Print Name of Attorney

I certify that I am an eligible witness and that the Transferee's/ Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence.
[See note* below]

Signature of Witness

Effie Dimitriou
Print Name of Witness

570 George St, Sydney
Print address

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

83043878.1 PYB PYB

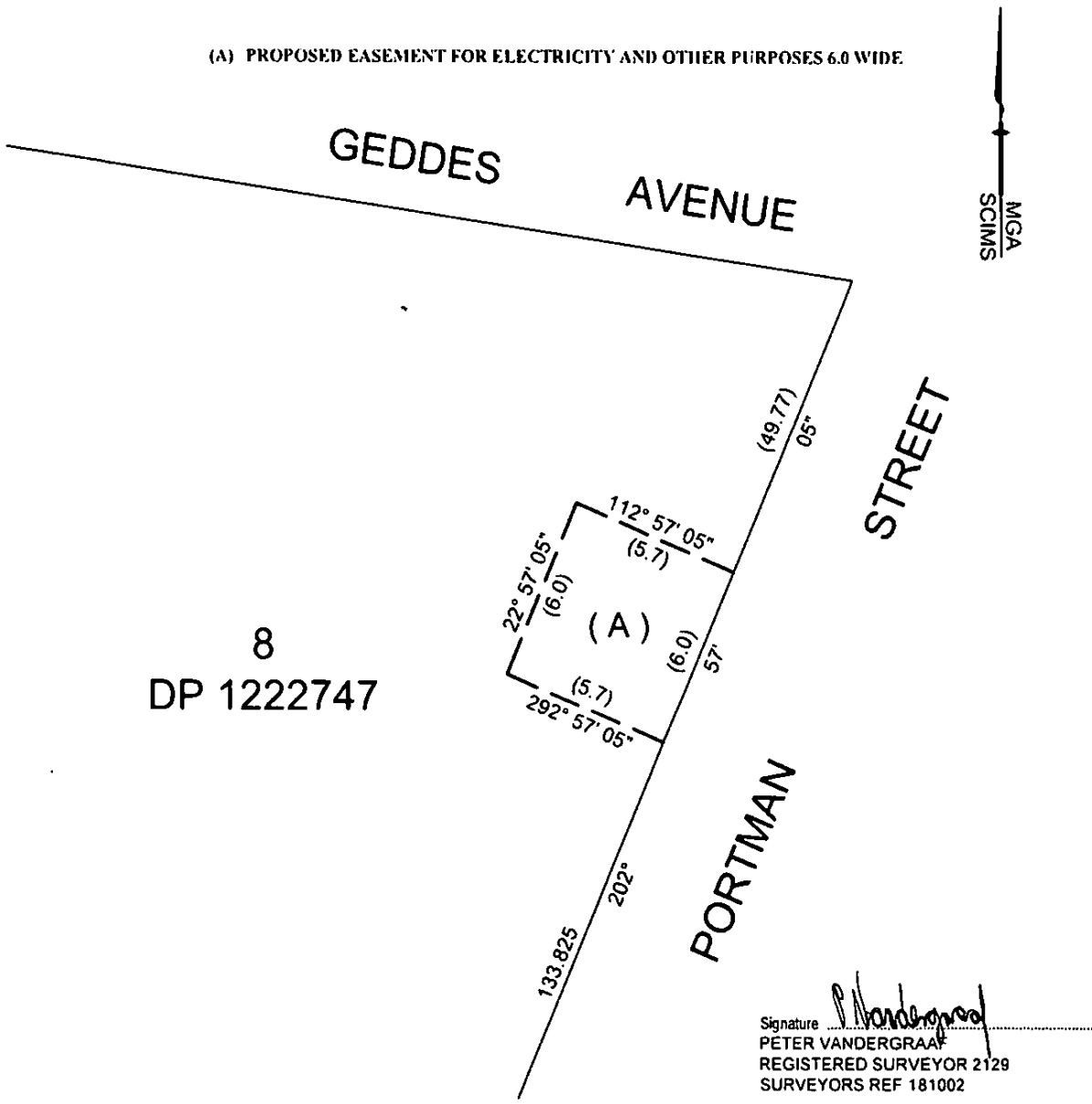
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SCALE 1 : 200

ANNEXURE " B "

SKETCH SHOWING DIAGRAM OF PROPOSED EASEMENT FOR
ELECTRICITY AND OTHER PURPOSES WITHIN LOT 8 DP 1222747
LOCAL GOVERNMENT AREA OF SYDNEY
PARISH OF ALEXANDRIA
COUNTY OF CUMBERLAND

(A) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.0 WIDE



Signature .....
PETER VANDERGRAAF
REGISTERED SURVEYOR 2129
SURVEYORS REF 181002

Signatures, Seals and Statements

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FILM WITH AP272211

sparke HELMORE LAWYERS

26 April 2019

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of easement from Bridgehill (Zetland) Pty Ltd
Property: 105-115 Portman Street, Zetland
Caveat No.: AN521593
Our ref: HEM/AUS096-01868

We act for Ausgrid Operator Partnership, a partnership carried on under the name of Ausgrid by:

1 Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

2 ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

3 ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

4 ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

5 ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4,

("**Ausgrid**"). Ausgrid is the caveator pursuant to the above caveat.

We are instructed to consent to a Transfer Granting Easement in favour of ADMHC.

Caveat AN521593 should be removed from the title on the registration of the Transfer Granting Easement.

If you require any additional information please contact our office.

Yours faithfully

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman and Partner responsible:
Andrew White
e: andrew.white@sparke.com.au

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

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ePlan

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

Plan:

DP1248026

Plan of subdivision of Lot 8 in DP1222747
Covered by Subdivision Certificate No. 2019/17

PART 1 – CREATION

Full name and address of proprietors of the land:

Bridgehill (Zetland) Pty Limited
ACN 165 276 256
Level 7, 3 Rider Boulevard, Rhodes
NSW 2318

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for support and shelter (whole of lot)	Lot 1 Lot 2 Lot 3	Lots 2 and 3 Lots 1 and 3 Lots 1 and 2
2.	Easement for services (whole of lot)	Lot 1 Lot 2 Lot 3	Lots 2 and 3 Lots 1 and 3 Lots 1 and 2
3.	Easement for fire stairs and passages (whole of lot)	Lot 1 Lot 2 Lot 3	Lots 2 and 3 Lots 1 and 3 Lots 1 and 2
4.	Easement for access to shared facilities (whole of lot)	Lot 1 Lot 2 Lot 3	Lots 2 and 3 Lots 1 and 3 Lots 1 and 2
5.	Right of carriageway over driveways and access to parking spaces and storage spaces variable width (limited in stratum) (A)	Lot 1	Lots 2 and 3
		Lot 2	Lots 1 and 3

Council authorised delegate

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ePlan

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

Plan:

Plan of subdivision of Lot 8 in DP1222747
Covered by Subdivision Certificate No. 2019/17

DP1248026

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6.	Easement to access and use loading dock variable width (limited in stratum) (B)	Lot 1	Lots 2 and 3
7.	Easement for access by foot variable width (limited in stratum) (C)	Lot 1 Lot2	Lots 2 and 3 Lot 3
8.	Easement for condenser units 0.6 wide (D) (limited in stratum)	Lot 1	Lot 3
9.	Easement for connection to services (whole of lot)	Lot 1 Lot 2 Lot 3	Lots 2 and 3 Lots 1 and 3 Lots 1 and 2
10.	Easement for non-potable water supply 0.6 wide and variable (limited in stratum) (E)	Lots 1 and 3	City of Sydney Council
11.	Easement for non-potable pump room 2.18 wide and variable (limited in stratum) (F)	Lot 1	City of Sydney Council
12.	Restriction on use of land	Lots 1 and 2	City of Sydney Council
13.	Restriction on use of land	Lot 3	City of Sydney Council
14.	Restriction on use of land	Lots 1 and 2	City of Sydney Council
15.	Restriction on use of land	Lots 1, 2 and 3	City of Sydney Council
16.	Positive covenant	Lots 1, 2 and 3	City of Sydney Council
17.	Positive covenant	Lots 1, 2 and 3	City of Sydney Council

Council authorised delegate

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ePlan

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

Plan:

DP1248026

Plan of subdivision of Lot 8 in DP1222747
Covered by Subdivision Certificate No. 2019/17

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
18.	Positive covenant	Lots 1, 2 and 3	City of Sydney Council
19.	Positive covenant	Lots 1, 2 and 3	City of Sydney Council
20.	Positive covenant	Lots 4, 5 and 6	City of Sydney Council

PART 2 – TERMS

1. Interpretation

1.1 Definitions

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

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee.

Air Conditioning Service Lines means:

(a) pipes, conduits, ducts, wires and cables required for the transmission, operation and functioning of Air Conditioning Service Equipment or in connection with Air Conditioning Services and Air Conditioning Service Equipment; and

(b) penetrations of slabs and other structures between the Lot Benefited and the Easement Site and within the Lot Burdened.

Air Conditioning Services includes:

(a) systems for the generation and supply of heated or cooled air or water; and

Council authorised delegate

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

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(b) any associated facility, supply or transmission.

Air Conditioning Service Equipment means plant and equipment relating to Air Conditioning Services including, without limitation, condenser units, fan units and associated equipment and Air Conditioning Service Lines.

Building means the mixed use building constructed or to be constructed on the Site, comprising residential and retail components, known as Uno & Jade, at 105 – 115 Portman Street, Zetland, NSW.

Building Management Committee means any building management committee for the Building constituted under a Management Statement.

Conveyancing Act means the *Conveyancing Act 1919*

Council means City of Sydney Council and its successors.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Approval means the notices of determination by Council of development application no. D/2015/294 and development application no. D/2015/95, as varied, modified or replaced from time to time (including after registration of the Plan).

Easement Site means in relation to an easement in this easement instrument:

(a) the site of an easement on the Plan; and

(b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Garbage Holding Area means the residential garbage holding area within the Easement Site.

Government Agency means any governmental, semi or local government, statutory, public or other authority or utility service provider such as Energy Australia or Sydney Water.

Grantee means the owner of a Lot Benefited.

Grantor means the owner of a Lot Burdened.

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

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

A. Munaka
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Management Statement means a building management statement (pursuant to Part 23 Division 3B of the Conveyancing Act 1919) or strata management statement (pursuant to Part 6 Division 1 of the Development Act registered in respect of the Building.

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

Residential Works means the development and construction works (and all works ancillary to them) to be undertaken by the owner or owners of lots 1 and 2 in the Plan for the development of the components of the Building within those lots as contemplated in the Development Approval or as agreed to by the Grantor.

Retail Works means the development and construction works (and all works ancillary to them) to be undertaken by the owner or owners of lot 3 in the Plan for the development of the retail component of the Building within that lot, as contemplated in the Development Approval or as agreed to by the Grantor.

Service Lines means:

(a) pipes, conduits, ducts, wires and cables required for the transmission, operation and functioning of Services or in connection with Services; and

(b) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.

Services includes:

(a) the supply of water, gas, electricity or artificially heated or cooled air; and

(b) systems for the exhaust of smoke, odours and fumes and the supply of air; and

(c) the provision of sewerage and drainage and stormwater drainage; and

(d) telephone, radio, television or other means of communication or transmission; and

(e) security systems, and

(f) any other facility, supply or transmission.

Shared Facility means a Shared Facility as defined and described in a Management Statement.

Site means all the land in the Plan.

1.2 References to certain terms

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

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(a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and

(b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(c) **(singular includes plural)** the singular includes the plural and vice versa; and

(d) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement that requires a Grantee or Grantor to maintain or repair and Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.

2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

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

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

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

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3. Complying with this instrument and the Management Statement

3.1 Obligations of Grantees and Grantors

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

3.2 Obligations for Authorised Users

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

3.3 Complying with the Management Statement

For each easement, positive covenant or restriction on use in this instrument, the Grantee who is required to comply with the Management Statement must:

(a) comply with a Management Statement; and

(b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement.

4. Effect of the Management Statement

4.1 Application of this clause

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

4.2 Requirements about making rules

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

4.3 Costs regulated under a Management Statement

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

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4.4 Complying with obligations

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

5. Terms of easement for support and shelter (whole of lot) numbered 1 in the plan

5.1 Grant of easement

The Grantor grants the Grantee an easement for subjacent and lateral support and shelter in any direction:

(a) of those parts of the Building erected on a Lot Benefited at the date of this instrument; and

(b) of those parts of the building on a Lot Benefited erected in future pursuant to the Residential Works or the Retail Works

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

5.2 Effect of Subdivision

If a plan of subdivision is registered and:

(a) an easement for support and shelter is created under the Conveyancing Act or the Development Act; and

(b) the terms of the easement created under the Conveyancing Act or the Development Act are inconsistent with the terms of this easement

to the extent permitted by law, the terms of the easement under this instrument prevail.

6. Terms of easement for services (whole of lot) numbered 2 in the Plan

6.1 Grant of easement

The Grantor grants to the Grantee and every Authorised User at all times in common with others an unrestricted right to the passage of any Services along or through Service Lines, equipment or other structures and things relating to Services:

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(a) which pass through or are situated in the Lot Burdened and service the Lot Benefited and which exist at the date of registration of the Plan; or

(b) in respect of each of the relevant Lots Burdened, which are installed by an or on behalf of a Grantee after registration of the Plan (but before the date that is 3 years after that registration),

and to do anything reasonably necessary for that purpose, including the right to:

(c) utilise the existing Services and Service lines, risers and ducts constructed on the Lot Burdened for the purposes of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Service lines, risers and ducts;

(d) by prior agreement with the owner of the Lot Burdened (not to be unreasonably withheld or delayed) and subject to the reasonable requirements of the owner of the Lot Burdened access the Lot Burdened to install Services as contemplated in this easement;

(e) with the prior agreement of the owner of the Lot Burdened (not to be unreasonably withheld and which may be subject to conditions) install or construct further Services within other Service risers or ducts within the Lot Burdened in pursuance of the Retail Works;

(f) by prior arrangement with the owner of the Lot Burdened, carry out an inspection of the Services within the Lot Burdened that service the Lot Benefited; and

(g) in order to exercise a right under this easement, subject to the owner of the Lot Benefited having complied with its obligations under this easement:

(i) enter the part of the Lot Burdened that is necessary to enter at such times and for as long as is agreed with the owner of the Lot Burdened;

(ii) take onto the Lot Burdened such equipment and tools that are necessary to enable the owner of the Lot Burdened to exercise its rights under this easement;

(iii) install, replace or maintain any Service;

(iv) enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances and is agreed to by the owner of the Lot burdened (such agreement not to be unreasonably withheld or delayed); and

(v) remain on the Lot Burdened for such reasonable time as may be necessary for the purpose of installing new or augmented Services (in locations agreed to by the owner of the Lot Burdened, acting reasonably), replacing, inspecting, cleaning, repairing, maintaining or renewing the Services or any part of the Services and, subject to the prior agreement of the owner of the

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Lot Burdened (which may, in their sole discretion, be granted or withheld or granted conditionally) of making such excavations or undertaking such ancillary works as may be reasonably necessary.

6.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) ensure that any person carrying out works on services or the Easement Site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;

(c) ensure all work is done properly;

(d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;

(e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition;

(f) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;

(g) if required by the Grantor, when exercising rights or complying with obligations accompanied by and comply with the directions of the Grantor's nominee (which directions must be reasonable having regard to the Grantor's interests and must not unreasonably impede, fetter or prevent the exercise of the Grantee's rights under this easement);

(h) in an emergency, give the Grantor notice of access to the Lot Burdened if practicable;

(i) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and

(j) in respect of a lot used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of Council or a Government Agency having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

6.3 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing

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work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

7. Terms of easement for fire stairs and passages (whole of lot) numbered 3 in the Plan

7.1 Grant of easement

The Grantor grants the right for the Grantee and Authorised Users to enter and pass through those parts of the Lot Burdened necessary to exit the Lot Benefited or the Building in an emergency or for fire drill purposes.

8. Terms of easement for access to shared facilities (whole of lot) numbered 4 in the Plan

8.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the accessible areas of the Lot Burdened on foot and with or without tools and equipment for the purpose of inspecting, repairing, maintaining and relacing items that are or form part of Shared Facilities and which benefit the Lot Benefited, and the right to remain for on the Lot Burdened for such time as is reasonable or the purposed of the inspection, repair, maintenance or replacement of the Shared Facility item.

8.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

8.3 Requirements when exercising rights

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

(a) take all reasonable steps to minimise disturbance of the Grantor, the Lot Burdened and any occupier of the Lot Burdened; and

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(b) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and

(d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

9. Terms of easement for right of carriageway over driveways and access to parking spaces and storage spaces variable width (limited in stratum) (A) numbered 5 in the Plan

9.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass by vehicle over and across the Easement Site:

(a) at all times; and

(b) for all lawful purposes; and

(c) by vehicles exerting a maximum loading of not more than 2.5kpa.

9.2 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into the Building. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

9.3 Restriction on parking

The Grantee and its Authorised Users must not:

(a) park or stand motor or other vehicles on the Easement Site; or

(b) obstruct use of the Easement Site by any person.

9.4 Minimising damage

The Grantee must:

(a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

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(b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and

(c) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

10. Terms of easement to access and use loading dock variable width (limited in stratum) (B) numbered 6 in the Plan

10.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, remain on, pass and repass through and across the Easement Site with motor vehicles, trolleys and on foot at all times for the purpose of:

(a) loading and unloading goods, articles and equipment;

(b) allowing motor vehicles to stand for loading or unloading or both; and

(c) transporting, taking or moving articles or items from such motor vehicles to the Lot Benefited, and from the Lot Benefited to the motor vehicles;

(d) transporting, taking or moving garbage bins to and from the garbage bin storage area within the Lot Benefited and storing garbage bins within the Lot Burdened to enable the collection of garbage from the Building; and

(e) purposes incidental to the loading and unloading of vehicles.

10.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;

(b) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;

(c) promptly rectify any damage they cause to the Easement Site or the Lot Burdened;

(d) immediately remove any garbage or recyclable materials that they spill on the Easement Site and clean the affected area;

(e) not permit any motor vehicle to obstruct or stand in or park on the Lot Burdened other than for the purposes of loading or unloading or both; and

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(f) not leave any goods, articles or other equipment in the Easement Site.

11. Terms of easement for access by foot variable width (limited in stratum) (C) numbered 7 in the Plan

11.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the Easement Site:

(a) on foot or with wheelchairs or other disabled access aids; and

(b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

11.2 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

11.3 Minimising damage

The Grantee must:

(a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

(b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement;

(a) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;

(b) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

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12. Terms of easement for condenser units 0.6 wide (D) (limited in stratum) numbered 8 in the Plan

12.1 Grant of easement

The Grantor grants to the Grantee and its Authorised Users the right to enter, pass, repass and remain on the Easement Site for the purposes of installing Air Conditioning Service Equipment and Air Conditioning Service Lines in the Easement Site and installing Air Conditioning Service Lines in the Lot Burdened for Air Conditioning Services that are intended to service the Lot Benefited and the right to have and maintain within the Easement Site any Air Conditioning Service Equipment for the use and enjoyment of the Lot Benefited, and to do anything reasonably necessary for those purposes, including the rights:

(a) to enter and pass and repass through the basement levels of the Building, the fire stairs in the Building between ground level and roof level and pass and repass across the roof of the Building between the fire stairs and the Easement Site with tools and equipment for the purpose of accessing the Easement Site and exercising rights under this easement;

(b) to carry out an inspection of the Air Conditioning Service Equipment, Air Conditioning Service Lines and Air Conditioning Services within the Lot Burdened; and

(c) to attach Air Conditioning Service Lines to the structure of the Building within the Lot Burdened in locations that do not interfere with the normal use of the relevant part of the Lot Burdened;

(d) to connect, install, replace or maintain any Air Conditioning Service Equipment, Air Conditioning Service Lines and Air Conditioning Services; and

(e) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing and inspecting the Air Conditioning Service Equipment, Air Conditioning Service Lines and Air Conditioning Services and of making such slab or wall penetrations as may be reasonably necessary.

12.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) ensure that any person carrying out works in relation to Air Conditioning Service Equipment, Air Conditioning Service Lines, Air Conditioning Services or on the Easement Site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;

(c) ensure all work is done properly;

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(d) not penetrate any slabs or other structures without the prior consent of the Grantee which must not be unreasonably withheld and may be given subject to conditions that the Grantee must comply with;

(e) ensure any penetrations of slabs or other structures do not interfere with or compromise the structural integrity or design of the Building or any part of the Building, do not interfere with any Air Conditioning Service Equipment, Air Conditioning Services and Air Conditioning Service Lines already installed;

(f) give the Grantor or its nominee and the Building Management Committee (or its building manager) at least seven days notice of their intention to install Air Conditioning Service Equipment, Air Conditioning Service Lines in the Lot Burdened, including installations that involve penetrations of the slab between the Lot Burdened and the Lot Benefited;

(g) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;

(h) not access the roof level of the Building other than via the fire stairs;

(i) not perform any works in relation to Air Conditioning Service Equipment, Air Conditioning Service Lines or Air Conditioning Services above a vehicle that is parked in the Lot Burdened;

(j) not do anything that will permanently interfere with or adversely affect the normal use of any part of the Lot Burdened;

(k) without limiting any other obligation under this easement, cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(l) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition.

12.3 Indemnity

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

13. Terms of easement for connection to services (whole of lot) numbered 9 in the Plan

13.1 Grant of easement

The Grantor grants to the Grantee and its Authorised Users to enter, pass, repass and remain on the Lot Burdened for the purposes of connecting Services in the Lot Benefited to Services

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and Service Lines which pass through or are situated in the Lot Burdened and are intended to service the Lot Benefited, and to do anything reasonably necessary for that purpose, including the rights:

(a) to carry out an inspection of the Services within the Lot Burdened; and

(b) to connect, install, replace or maintain any Service or Service Line;

(c) to enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances; and

(d) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing, replacing, inspecting, cleaning, repairing, maintaining or renewing the Services or Service Lines or any part of the Services or Service Lines and of making such slab or wall penetrations as may be reasonably necessary.

13.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) ensure that any person carrying out works on Services or the Easement Site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;

(c) ensure all work is done properly;

(d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;

(e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition; and

(f) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened.

14. Terms of easement for non-potable water supply 0.6 wide and variable (limited in stratum) (E) numbered 10 in the Plan

14.1 Grant of easement

Full and free right for the Grantee and Authorised Users from time to time and at all times for the passage of non-potable water in any quantities across and through the Lot Burdened through pipes already laid within the Lot Burdened for the purpose of the passage of non-potable water to the non-potable pump within the Lot Burdened, or any pipe or pipes in replacement or in substitution therefor, and together with the right for the Grantee and

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

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Authorised Users, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Lot Burdened and to remain there for any reasonable time for the purpose of inspecting, cleaning, repairing, maintaining, renewing or replacing such pipe line or any part thereof provided that the Grantee and Authorised Users must take all reasonable precautions to ensure as little disturbance as possible to the Lot Burdened and will restore the Lot Burdened as nearly as practicable to its original condition.

14.2 Authority to release

The person having the right to release, vary, modify this easement is Council.

15. Terms of easement for non-potable pump room 2.18 wide and variable (limited in stratum) (F) numbered 11 in the Plan

15.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to use the Easement Site for the storage of non-potable water pump plant and equipment and the right to enter and remain on (for the period reasonably necessary), pass and repass over the Easement Site for the purpose of operating, maintaining, repairing and replacing the plant and equipment in the pump room.

15.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(a) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;

(b) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;

(c) promptly rectify any damage they cause to the Easement Site or the Lot Burdened; and

(d) keep the Easement Site clean and safe at all times.

15.3 Authority to release

The person having the right to release, vary, modify this easement is Council.

16. Terms of restriction on use of land (whole of lot) numbered 12 in the Plan

16.1 Terms of restriction

The apartments within the Lot Burdened must be used for permanent Residential Accommodation only and not for the purpose of short term residential accommodation such

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as hotel, motel, service apartments, private hotel, boarding house, tourist accommodation and backpacker accommodation or the like, other than in accordance with the Sydney Local Environmental Plan (Green Square Town Centre) 2103.

16.2 Authority to release

The person having the right to release, vary, modify this restriction on use is Council.

17. Terms of restriction on the use of land numbered 13 in the Plan

17.1 Terms of restriction

The on-site car parking spaces and storage spaces within the Lot Burdened, including within any Strata Scheme, with the exception of any service spaces, car share spaces and visitor parking spaces, must not be used by any person other than an occupant, tenant or visitor to the Lot Burdened being the commercial component in the Building.

17.2 Authority to release

The person having the right to release, vary, modify this restriction is Council.

18. Terms of restriction on the use of land numbered 14 in the Plan

18.1 Terms of restriction

The on-site car parking spaces and storage spaces within the Lot Burdened, including within any Strata Scheme, with the exception of any service spaces, car share spaces and visitor parking spaces, must not be used by any person other than an occupant, tenant or resident in the Building.

18.2 Authority to release

The person having the right to release, vary, modify this restriction is Council.

19. Terms of restriction on the use of land numbered 15 in the Plan

19.1 Terms of restriction

The common areas within the Lot Burdened, including the common property in any Strata Scheme established within a Lot Burdened, must not be used for the parking or storage of vehicles or boats. This restriction does not apply to any visitor vehicle spaces (which are to be used only by visitors to the Building) or to any service vehicle spaces (which are to be used only by service vehicles).

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19.2 Authority to release

The person having the right to release, vary, modify this restriction is Council.

20. Terms of positive covenant numbered 16 in the Plan

20.1 Terms of positive covenant

(a) The registered proprietor covenants with City of Sydney Council ("Council") that they will in respect to the pump out system (which expression shall include all ancillary pumps, gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and/or pump out stormwater, as detailed on the construction plans approved pursuant to the Development Approval and the Works-as-Executed (as built) plans held by Council (hereinafter called the **System**):

(i) permit stormwater to be temporarily detained and pumped out by the System;

(ii) keep the System clean and free from silt, rubbish and debris;

(iii) maintain and repair the System so that it functions in a safe and efficient manner;

(iv) replace, repair, alter and renew the whole or parts of the System within the time and in the manner specified in a written notice issued by the Council;

(v) carry out the matters referred to in paragraphs (ii), (iii) and (iv) at the Grantor's expense.

(vi) not make any alterations to the System or elements thereof without prior consent in writing of the Council;

(vii) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause; and

(viii) comply with the terms of any written notice issued by the Council in respect of the requirements of this clause within the time stated in the notice.

(b) In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in paragraph 21.1(a) the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the System and recover from the proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lot burdened under section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

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20.2 **Authority to release**

The person having the right to release, vary, modify this positive covenant is Council.

21. Terms of positive covenant numbered 17 in the Plan

21.1 **Terms of positive covenant**

The Grantor covenants with Council that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the Lot Burdened through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Grantor will at all times:

(a) use the private connection for the purpose of discharging stormwater, sprinkle rest water and subsoil water only;

(b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;

(c) permit Council to disconnect the private connection and make good Council' drainage system if any unauthorised discharge from the Lot Burdened is detected, such disconnection and making good to be at the sole expense of the Grantor;

(d) regularly inspection clean and maintain the on-site detention system and the private stormwater lines;

(e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position, within the building erected on the Lot Burdened a notice of adequate dimensions waring that the area is liable to flooding in case of pump failure an allow Council officers access to the building from time to time to inspect such notice;

(f) release and hold harmless Council from and against all damages claims, actions, proceedings, law suits, losses, costs, expenses and other liabilities for any damage arising to any property or building on or in the Lot Burdened as a result of:

(i) any blockage of or surcharge or backflow from Council's drainage system;

(ii) the connection to the Council's drainage system;

(iii) the construction of the private connection beneath the footway or it presence in the public way;

(iv) the relocation of the gully pit; and

(v) any costs and expensed of disconnection under paragraph (c);

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to the extent cause or contributed by the Grantor or any lessee or occupier of the Lot Burdened;

(g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system with obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit; and

(h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

21.2 Authority to release

The person having the right to release, vary, modify this positive covenant is Council.

22. Terms of positive covenant numbered 18 in the Plan

22.1 Terms of positive covenant

The Grantor covenants with Council that, in relation to any air-conditioning package or other system requiring a refrigerant for space heating and/or cooling that is provided within the Lot Burdened, the Grantor will at all times:

(a) ensure that the refrigerant used in the system has Global Warming Potential Value (GWP) of 1725 or less to ensure maximum greenhouse gas equivalent abatement if such system is available from at least three established suppliers on similar terms to conventional systems and at marker rates which are not more than 10% higher than the market rates for conventional systems; and

(b) if the system referred to in paragraph 22.1(a) is not available, then the Grantor must use its reasonable endeavours to use a system with a refrigerant which has the lowest commercially available GWP.

22.2 Authority to release

The person having the right to release, vary, modify this positive covenant is Council.

23. Terms of positive covenant numbered 19 in the Plan

23.1 Definitions

For the purposes of this public positive covenant:

(a) '**Land**' means the land to be maintained under the Environmental Management Plan.

(b) '**Environmental Management Plan**' means the Environmental Management Plan, Areas 12A & 12B, 105-115 Portman Street, Zetland NSW, Report

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E23289.E08_Rev03 prepared by El Australia Pty Ltd dated 17 July 2019, filed with City of Sydney Council in relation to development applications no. D/2015/294 and D/2015/95.

23.2 Terms of positive covenant

The Grantor must:

(a) maintain the Land by complying with the requirements specified in the Environmental Management Plan;

(b) carry out such monitoring as is required by the Environmental Management Plan;

(c) comply in all respects with the Environmental Management Plan in so far as it relates to the Lot Burdened;

(d) ensure that the Registered Proprietor does not do anything prohibited under the Environmental Management Plan without the prior written approval of City of Sydney Council and only in accordance with any conditions imposed on any such approval; and

(e) ensure that any person acting for or on their behalf in relation to any of the matters in (a) to (d) above are advised of the terms of this public positive covenant, including the terms of the Environmental Management Plan, and that they comply with the terms of this public positive covenant, including the Environmental Management Plan.

23.3 Authority to release

The person having the right to release, vary, modify this positive covenant is Council.

24. Terms of positive covenant numbered 20 in the Plan

24.1 Definitions

For the purposes of this public positive covenant:

(a) '**Land**' means the land to be maintained under the Environmental Management Plan.

(b) '**Environmental Management Plan**' means the Environmental Management Plan, Paul Street, Sonny Leonard Street and Tosh Lane, Zetland NSW, Report No. STC-1365-14882 / EMP1 / v3f prepared by ADE Consulting Group Pty Ltd dated 26 July 2019, filed with City of Sydney Council in relation to development applications no. D/2015/294 and D/2015/95.

24.2 Terms of positive covenant

The Grantor must:

(a) maintain the Land by complying with the requirements specified in the Environmental Management Plan;

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(b) carry out such monitoring as is required by the Environmental Management Plan;

(c) comply in all respects with the Environmental Management Plan in so far as it relates to the Lot Burdened;

(d) ensure that the Registered Proprietor does not do anything prohibited under the Environmental Management Plan without the prior written approval of City of Sydney Council and only in accordance with any conditions imposed on any such approval; and

(e) ensure that any person acting for or on their behalf in relation to any of the matters in (a) to (d) above are advised of the terms of this public positive covenant, including the terms of the Environmental Management Plan, and that they comply with the terms of this public positive covenant, including the Environmental Management Plan.

24.3 Authority to release

The person having the right to release, vary, modify this positive covenant is Council.

Council authorised delegate

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SIGNING PAGE

Signed on behalf of **Bridgehill (Zetland) Pty Limited** ACN 165 276 256 pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

YICHENG JIANG
Print name

Director

YIBIN XU
Print name

Mortgagee

SIGNED by Mark Allen as attorney for **CBA CORPORATE SERVICES (NSW) PTY LIMITED** under power of attorney book 4659 no 765 in the presence of:

KBraley
Signature of witness

Kate Braley
Name of witness

Level 21, Tower 1
201 Sussex Street
Sydney NSW 2000

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

Council authorised delegate

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ePlan

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Council

Executed on behalf of the **City of Sydney** by its Authorised Delegate pursuant to Sec 377 of the Local Government Act 1993.

Authorised Delegate

SUE McMAHON
Print name

AREA PLANNING MANAGER
Position

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

Witness

MICHAEL PARKINSON
Print name

C/- 456 KENT ST, SYDNEY
Address

REGISTERED 29/08/2019

Council authorised delegate

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:	T26319
Address of property:	25 Geddes Avenue , ZETLAND NSW 2017
Owner:	THE OWNERS - STRATA PLAN NO 93826
Description of land:	Lots 1-328 SP 93826, Lot 1 DP 1248026
Certificate No.:	2024328029
Certificate Date:	29/10/26
Receipt No:	APC-780439
Fee:	$73.00
Paid:	29/10/26

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

Zone MU1 Mixed Use (Sydney Local Environmental Plan Green Square Town Centre-Stage 2) 2013

1 Objectives of zone
• To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
• To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
• To minimise conflict between land uses within this zone and land uses within adjoining zones.
• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
• To enable land uses support the viability of centres.
• To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent
Home occupations

3 Permitted with consent
Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited
Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 as amended – Gazetted 06/09/2013

Green Square Town Centre Development Control Plan 2012 as amended (commenced April 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.

Planning Proposal: Special Entertainment Precincts

The objectives of this planning proposal are to:

- Amend the Sydney LEP 2012 to designate the subject areas as special entertainment precincts.
- Amend the Green Square Town Centre Sydney LEPs 2013 to designate the subject areas as special entertainment precincts.
- Amend the Eastern Harbour City SEPP 2021 to designate the subject areas as special entertainment precincts.
- Give effect to the draft Special Entertainment Precincts Management Plan and Sydney DCP 2012 amendment.

Draft Sydney Development Control Plan 2012 – Special Entertainment Precincts

The purpose of this Development Control Plan (DCP) is to amend Sydney Development Control Plan 2012.

The amendment makes changes to the existing late night trading and entertainment sound management provisions to support the objectives of Planning Proposal – Special Entertainment Precincts.

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	**NO**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**YES**
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**
▪ Ultimo Pyrmont Local Infrastructure Contributions Plan 2023 – in operation 1 July 2026	**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 and/or the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies. A Housing and Productivity Contribution may be payable to the NSW Government for certain new development. Details of this contribution 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
- Certain sites in Ultimo-Pyrmont may be subject to the:
- - Pyrmont Peninsula Metro Special Infrastructure Contribution (SIC)
- - The Transport Project Component of the Housing and Productivity Contribution.
- - The Draft City of Sydney Ultimo Pyrmont Local Infrastructure Contributions Plan 2023, which was approved by Council on 27 October 2025 and is expected to come into force in 2026.
- For any information on whether additional contributions are payable on the site to which this planning certificate refers, please contact us through the City of Sydney website – www.cityofsydney.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 not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(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

This land has not been identified as bush fire prone land under the Environmental Planning and Assessment Act 1979. If you would like further information visit https://datasets.seed.nsw.gov.au/dataset/bush-fire-prone-land.

(12) Loose-fill asbestos insulation

This land is not listed on the Loose-fill Asbestos Insulation register. If you would like further information visit https://www.nsw.gov.au/housing-and-construction/safety-home/loose-fill-asbestos-insulation/loose-fill-asbestos-insulation-register.

(13) Mine Subsidence District

No land in the City of Sydney LGA is declared to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act, 2017. If you would like further information visit https://www.nsw.gov.au/departments-and-agencies/subsidence-advisory/mine-subsidence-districts.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

There are no property vegetation plans approved and in force within the City of Sydney LGA, under the Native Vegetation Act 2003, Part 4.

(16) Biodiversity Stewardship sites

There are no biodiversity stewardship sites located within the City of Sydney LGA under the Biodiversity Conservation Act 2016, Part 5. If you would like further information visit https://www.bct.nsw.gov.au/resources/public-register-private-land-conservation-agreements.

(17) Biodiversity certified land

There are no biodiversity certification orders applying to the City of Sydney LGA. If you would like further information visit https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity-offsets-scheme/biodiversity-certification/register-of-biodiversity-certification-orders.

(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

The State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the City of Sydney LGA.

(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) The land to which the certificate relates **is** the subject of a **site audit statement** within the meaning of that act, a copy of which has been provided to Council.

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

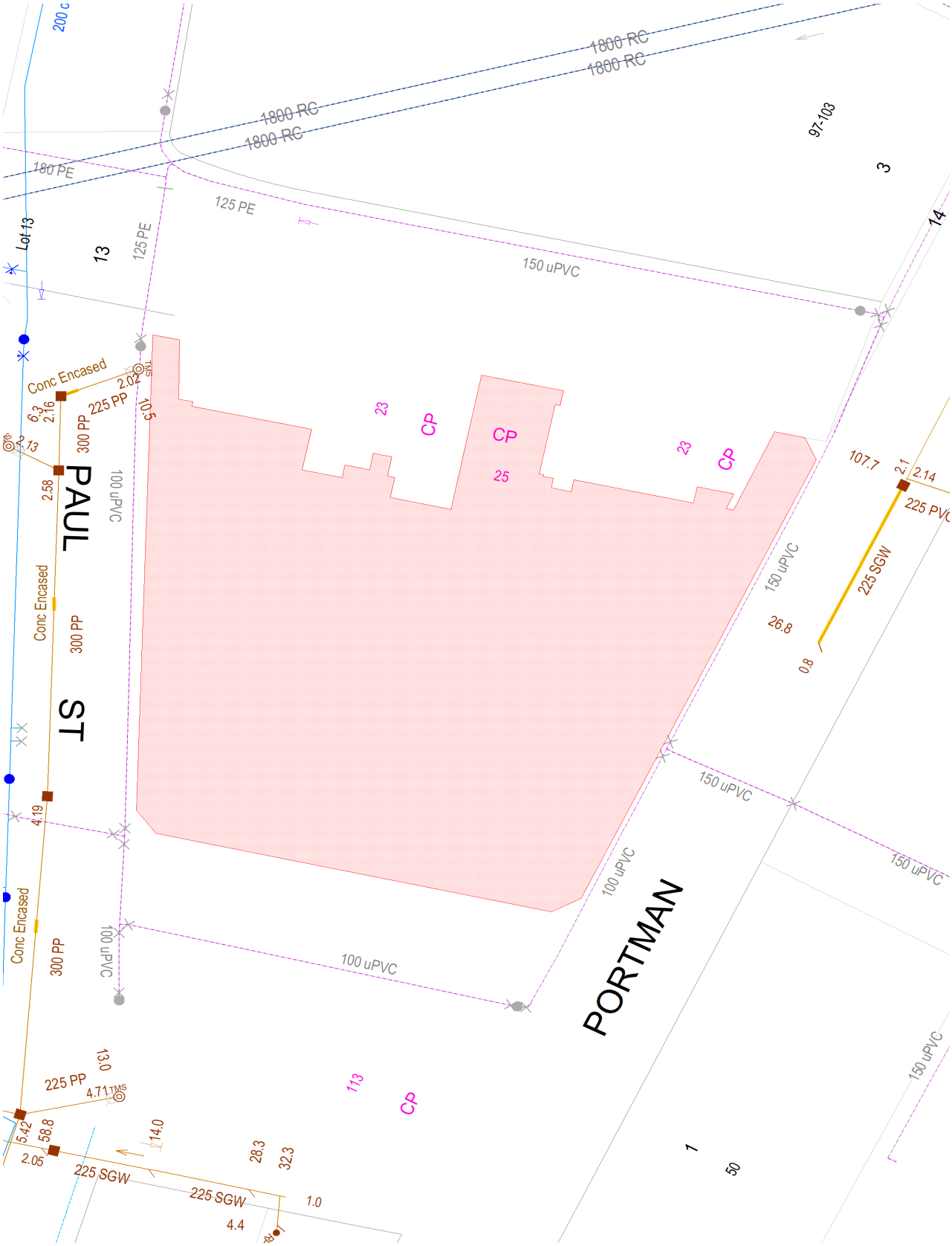
Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

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Service Location Print

Application Number: 8005652111



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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) — 10.8
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

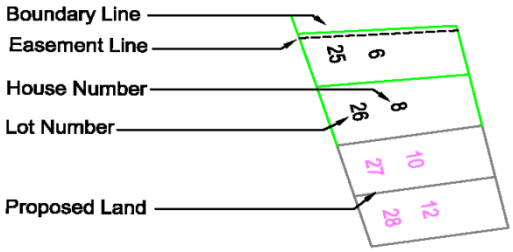
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

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.

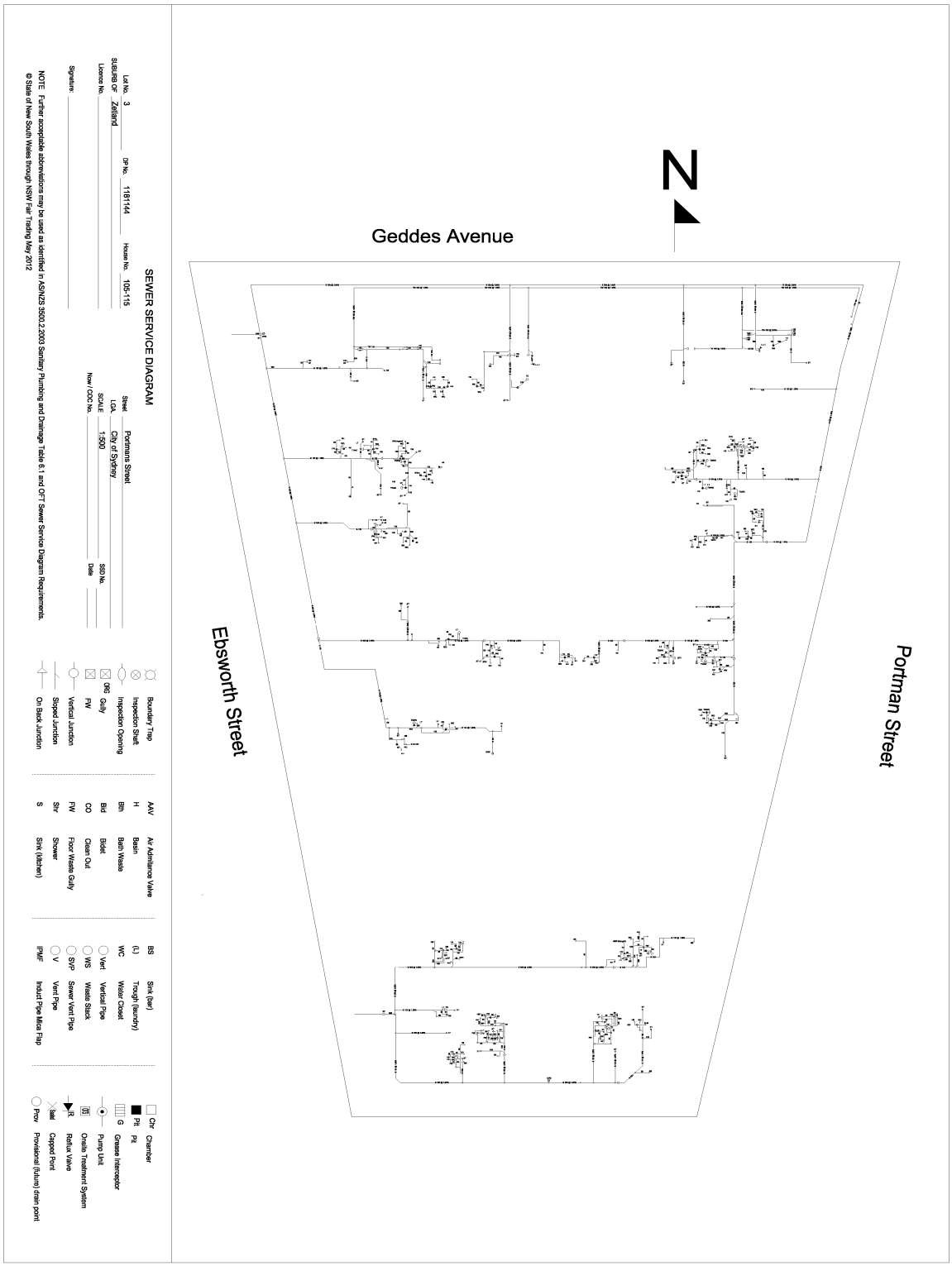
For general enquiries please call the Customer Contact Centre on 132 092

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**.

Sewer Service Diagram

Application Number: 8005652069



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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

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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 31/07/2026 **AT** Shop 2103 / 5 Sam Sing St, Waterloo, NSW, 2017

BETWEEN

Landlord Name (1): Yun Xu

Landlord Name (2):

Landlord telephone number and other contact details: 0452 657 833

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):

Shop 2103/5 Sam Sing St

Suburb: Waterloo State: NSW Postcode: 2017

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): Jingyi ZHU

Tenant Name (2): Xinbei LI

Tenant Name (3): Xuyan JIANG

All other tenants here:

FT6600_150525

Address for service of notices (if different to address of residential premises):

Suburb: State: Postcode:

Contact details:

0478129573,hmzhujingyi2022@126.com;0485696320, xeanbea@163.com;0449965866, siennajiang19@gmail.com

Landlord's agent details: (If applicable)

Agent name:

Stone Real Estate Waterloo

Business address for service of notices:

Shop 2103/5 Sam Sing Street

Suburb: Waterloo State: NSW Postcode: 2017

Contact details: (This must include a telephone number)

0416 499 588

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): 134 days ☐ Periodic (no end date)

starting on 14/08/2026 and ending on 25/01/2027 (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):

713/12 Paul Street, Zetland, NSW 2017

The residential premises include:

3Bedroom 2Bathroom Apartment with 1Car Space(storage cage not included), Furnished as per list in condition report

(Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.)

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Rent:

The rent is $: 1650 per week

Rent must be paid per:

☐ week ☐ fortnight ☑ Other (Insert description of payment frequency): Every 4 weeks

Day rent must be paid: Monday Date first rent payment is due: 10/08/2026 *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:

Stone Real Estate Waterloo, ACC: 1214 3870, BSB: 062028

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 $: 0 (6600 held) 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.*

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Important Information

Maximum number of occupants

No more than 3 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs:	Hon Maintenance Service PTY LTD	Telephone:	0423 611 999
Plumbing repairs:	Hon Maintenance Service PTY LTD	Telephone:	0423 611 999
Other repairs:	Hon Maintenance Service PTY LTD	Telephone:	0423 611 999

Water usage

Will the tenant be required to pay separately for water usage?

☐ Yes ☑ No

If yes, see clauses 12 and 13.

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:

9-Volt

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:

9-Volt

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.)

pmwaterloo@stonerealestate.com.au

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.)

hmzhujingyi2022@126.com; xeanbea@163.com; siennajiang19@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

No Pets

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:

Sabrina (Xiaodan) Wang

Signature of landlord/agent:

Signed by: A798BDAA1B7843C... on the ____ day of 31/7/2026 20____

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:

Signed by: A798BDAA1B7843C... on the ____ day of 31/7/2026 20____

SIGNED BY THE TENANT (1)

Name of tenant:

Jingyi ZHU

Signature of tenant:

签署人： Jingyi ZHU C2E3E181DD54469... on the ____ day of 30/7/2026 20____

SIGNED BY THE TENANT (2)

Name of tenant:

Xinbei LI

Signature of tenant:

签署人： Xinbei LI ABD8F7D13268407... on the ____ day of 30/7/2026 20____

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SIGNED BY THE TENANT (3)

Name of tenant:

Xuyan JIANG

Signature of tenant:

签署人：
Xuyan JIANG
CD4A27E9F2E6456...

on the [ ] day of 30/7/2026 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:

签署人：
Jingyi ZHU
C2E3E181DD54400...
30/7/2026

签署人：
Xinbei LI
ABD8F7D13268407...
30/7/2026

签署人：
Xuyan JIANG
CD4A27E9F2E6456...
30/7/2026

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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Tenant Information Statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give tenants this **Tenant Information Statement** before signing a residential tenancy agreement.

You should read this information statement carefully before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand. Remember, you are entering into a legal contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy.

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware that the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement

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- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above are not disclosed.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant Information Statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give you**:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement.

The **only** costs you can be asked to pay are:

- a holding fee (deposit) of no more than 1 weeks' rent
- up to 2 weeks' rent in advance
- up to 4 weeks' rent for the rental bond
- for agreements of 3 years or more – a fee for registering with NSW Land Registry.

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair. To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain terms that cannot be changed or removed. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

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Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with a 14 days termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a bank account)
- keep a record of rent you pay
- give you a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent must give you the option to pay your bond using Rental Bonds Online (RBO). You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading. The landlord must deposit any bond you pay them with NSW Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with NSW Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of any of those reasons, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

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During the tenancy

Ways you can pay your rent

Your landlord or agent **must** allow you to pay your rent by:

- Electronic bank transfer (such as a funds transfer or BPAY)
- Commonwealth Government's Centrepay (this requirement to start later in 2025).

You may incur costs from your own bank, but your landlord or agent cannot charge or pass on any additional costs incurred by them if you pay your rent by one of the above options. You also **cannot** be required to use a specific service provider (such as an app) to make your payments.

Your landlord or agent can offer other ways for you to pay your rent, but you do not have to agree to these.

Can rent be increased during the tenancy?

Your rent cannot be increased in the first 12 months of your tenancy. After the first year, your landlord or agent can only increase the rent once in every 12-month period, even if your agreement is renewed or your lease type changes. This requirement continues even if the agreement is renewed or replaced as long as:

- the landlord and at least one tenant remains the same in both agreements
- the tenant hasn't moved out between agreements.

You must be given at least 60 days written notice before your rent can be increased.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage **if** the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. The landlord is responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible after being notified. If they do not respond to an urgent repair request, you can arrange the repair yourself and the landlord must repay you up to a maximum amount of $1,000 within 14 days of you requesting payment in writing. A list of **urgent repairs** is available at nsw.gov.au/housing-and-construction/rules/urgent-repairs-residential-rental-properties.

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You can apply to NSW Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to NSW Fair Trading for a rectification order if you do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) for an order if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided, for example:

- in an emergency, no notice is necessary
- if the Tribunal orders that access is allowed
- to carry out, or assess the need for, necessary repairs or maintenance of the property, if you have been given at least 2 days' notice
- to carry out urgent repairs, no notice is necessary
- to carry out repairs or replacement of a smoke alarm, if you have been given at least 1 hours' notice
- to inspect or assess the need for repair or replacement of a smoke alarm, if you have been given at least 2 business days' notice
- to carry out a general inspection of the property if you have been given at least 7 days' written notice (no more than 4 inspections are allowed during a 12-month period).

How to keep a pet on the property

You can request to keep a pet on the property by filling out a pet application form and giving it to your landlord or agent. Your landlord or agent must respond within 21 days of receiving the form. If they don't respond within this time, you can keep the pet.

Landlords or agents can only refuse consent for a pet if:

- there would be more than four animals on the property, and the number of animals is unreasonable
- the property is not suitable for the animal due to fencing, lack of open space or because it will harm the animal's welfare
- the animal is very likely to cause more damage than could be repaired using the bond
- the landlord lives at the property
- keeping the animal would break other laws, local council rules, strata or community scheme by-laws, or a residential community rule
- you did not agree to a reasonable condition on keeping the animal on the property.

There are limits on what kinds of conditions a landlord or agent can set for your pet. For example, landlords or agents cannot require an increased bond or rent as a condition. Acceptable conditions may include requiring professional carpet cleaning and pest control.

If you disagree with the landlord or agent's decision or believe the condition for consent was unreasonable, you can apply to the Tribunal to challenge this.

However, if you live in purpose-built student accommodation, your landlord can refuse a pet without a specific reason.

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How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection • plant vegetables, flowers, herbs or shrubs in the garden • install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately, without penalty.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

More information about dealing with domestic violence in a rental property is available on nsw.gov.au/renting-domestic-violence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or by the date specified in the notice.

If you are ending a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If your landlord or agent is ending a tenancy, they need to give you a written termination notice in most cases. The notice must include the reason for ending the tenancy. The amount of notice you must be given will depend on the reason used. A **Termination Information Statement** must be provided with the termination notice.

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If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Ending a tenancy in circumstances of domestic violence

If you or your dependent child are in circumstances of domestic violence, you can end your tenancy immediately, without penalty. To do this you must give your landlord a domestic violence termination notice with the relevant evidence and give a domestic violence termination notice to any co-tenants.

These notices do not need to be given in person. No minimum notice period applies to a domestic violence termination notice, but it must include a termination date that is on or after the day the notice is given. If you end your tenancy by issuing a domestic violence termination notice, you cannot be listed on a tenant database.

More information about ending a tenancy due to domestic violence is available on nsw.gov.au/renting-domestic-violence.

Break fee for ending a fixed term agreement early

If you decide to end a fixed term agreement early, and the agreement is for 3 years or less, you will need to pay a break fee. The amount of the break fee will depend on how far into your lease you are when you end it. For example, the fee will be:

- 4 weeks rent if you are less than 25% through the term of your lease
- 3 weeks rent if you are at least 25% but less than halfway through the term of your lease
- 2 weeks rent if you are at least halfway but less than 75% through the term of your lease
- 1 weeks rent if you are at least 75% through the term of your lease.

The break fee does not apply if you end the agreement early for certain reasons allowed under the Act, such as when you or your dependent child are in circumstances of domestic violence.

The break fee also does not apply if your landlord gives you a termination notice, and you decide to leave before the termination date. However, to do this you must give the landlord an early exit notice with the date you will leave, and give at least 14 days' notice before you move out.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. The landlord can claim the bond if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

The condition report can be used to compare the state of the property at the start and end of the tenancy.

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Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- ☑ I have read the agreement and asked questions if there were things I did not understand.
- ☑ I understand the fixed term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☑ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☑ I have checked that all additional terms to the agreement are allowed and any terms relating to pets are reasonable conditions.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- ☑ I have made sure these have already been done or
- ☑ I have a statement in writing (before signing the agreement) that they will be done.

Upfront costs

- ☑ I can **only** be asked to pay:
  - no more than 2 weeks rent in advance
  - no more than 4 weeks rent as a rental bond
  - no more than 1 weeks rent as a holding fee (deposit)
  - a fee for registering the agreement with NSW Land Registry (if 3 years or more).
- ☑ I am **not** being charged any other costs, including:
  - the cost of preparing the tenancy agreement
  - the initial supply of keys and other opening devices to each tenant named in the agreement.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/ emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.
- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.

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More information

Visit nsw.gov.au/renting or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au.

Contact us
T: 13 32 20 W: nsw.gov.au/fair-trading For language assistance, call 13 14 50 (*ask for an interpreter in your language*)

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This publication must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

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;

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(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. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?

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 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 Chapter 5 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 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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.

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